# REGULAR MEETING
# CITY OF ROSWELL COUNCIL - AGENDA
# THURSDAY, NOVEMBER 14, 2024
## Roswell Development Services
## Conference Room - 500 N. Main St. Suite 100
## Roswell, New Mexico 88201

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution No. 24-23. Except for emergency matters, the City Council shall take action only on the specific items listed on the Agenda.

NOVEMBER 14, 2024 6:00 p.m.

MAYOR - Timothy Z. Jennings

| Ward 1 | Ward II | Ward III | Ward IV | Ward V |
|---|---|---|---|---|
| Cristina A. Arnold | Juliana Halvorson | Edward L. Heldenbrand | Robert B. Corn | Angela G. Moore |
| Juan Oropesa | Will Cavin | Matthew Chappell | Darrell Johnson | Carlos Marrujo, Jr. |

WELCOME! We are very glad you have joined us for the Roswell City Council meeting. If you wish to speak, please sign up at the podium prior to 6:00 p.m. In compliance with Resolution 24-23, all matters listed under Consent Items/Consent Agenda are considered routine by the City Council and will be approved by one motion. There will be no separate discussion on these items. If any member of the council desires to discuss the matter, that item will be removed from the consent agenda and will be considered separately. Any item approved as part of the consent agenda is not an agenda item for the purpose of public participation. The Council is pleased to hear relevant comments; however, a 3-minute limit is set in accordance with Resolution 17-65 (Governing Body Rules of Order). Large groups are asked to name a spokesperson. Robert's Rules of Order govern the conduct of the meeting. "THANK YOU" for participating in your City Government.

## OPENING CEREMONIES

Call to Order by Presiding Officer
Roll Call & Determination of Quorum
Pledge of Allegiance to the Flag and Invocation

1. Approval of agenda - approve the agenda for the November 14, 2024, Regular City Council Meeting. (Heldenbrand/Martinez)

2. Approval of consent agenda - approve the consent agenda for the November 14, 2024, Regular City Council Meeting. (Heldenbrand/Martinez)

## CONSENT ITEMS ***(items 3-24 will be approved at the time of the approval of the consent agenda)***

3. Approval of Proposed Water Leak and Hardship Credits and Disability Water Assistance policies. (Heldenbrand/Yntema)

4. Approval to grant City Manager and City Attorney ability to renegotiate and amend Air Center leases to allow tenants to purchase their own insurance. (Heldenbrand/Yntema)

5. Approval of the Community Cat Program. (Halvorson/Mairot)

6. Ordinance 24-22: authorize to advertise for a public hearing to consider adopting proposed Ordinance 24-22 An Ordinance Amending Chapter 4 of the Roswell City Code. (Halvorson/Mathews)

7. Approval for a budget transfer totaling $254,000 from Landfill (52014342) to Collections (52004341) for the Solid Waste Department. (Corn/Chaparro)

8. Approval of purchase order ratification for a vendor change to Heil of Texas for the street

department's sweeper purchase for $374,027.00, and cancel the initial purchase order #22400545 to Pete's Equipment for $374,052.00. (Corn/Najar)

9. Approval for purchase order to Tank Industry Consultants for $450,000 to provide 3rd party inspection and quality control for Country Club Reservoir Repair Project. (Corn/Najar)

10. Approval for ratification of disaster relief PO# 22501320 in the amount of $581,016.66 to Cooperative Educational Services (CES). (Corn/Chaparro)

11. Approval for ratification of disaster relief PO #22501369 in the amount of $850,000 to M&M 4 HIM. LLC SERVEPRO of SOUTHWEST LUBBOCK. (Corn/Brooks)

12. Approval for ratification of disaster relief PO #22501352 in the amount of $107,062.59 to Paul Davis Restoration of NM, INC. (Corn/Burress)

13. Approval for Landfill to reallocate funds to cover expenses for infrastructure $70,240, equipment $300,000, vehicles $52,602, and building improvements $341,016.66 for FY25 totaling $763,858. (Corn/Chaparro)

14. Approval for ratification of disaster relief PO #22501417 in the amount of $103,202.33 to Abraham's Construction. (Corn/Najar)

## Resolution(s)

15. Resolution 24-51: Weeds - adoption of Resolution 24-51 the Resolution shall mandate the cleanup of approximately twenty-two (22) separate properties within the City. (Heldenbrand/Franco)

16. Resolution 24-52- adoption of Resolution 24-52 approving budget adjustment for the fiscal year ending June 30, 2025. (Corn/Gomez)

## Bids, RFP's and Agreements

17. Approval of award of ITB 24-015, Schedule I, Phase I, Apron Concrete Pavement, Joint Sealing, Spall Repair and Slab Replacement Project to Constructors, Inc., in the amount of $2,314,429.65, including GRT and approved in FY25 budget and consider recommending approval of award of ITB 24-015, Schedule II, Apron Mill and Overlay, including apron preservation project to Constructors, Inc., in the amount of $334,671.19, including GRT and approved in the FY25 budget. (Corn/Yntema)

18. Approval of award of ITB-24-017, BLM Loading Ramp and Drainage Extension to Constructor's Inc., in the amount of $448,940.40, which includes GRT. (Corn/Yntema)

19. Approval for the award of Roswell Air Center Hobson Road Lift Station Design Project to Freese & Nichols Inc. in the amount of $256,526.00 which includes GRT. (Corn/MacCornack)

20. Approval of Award Recommendation for RFP-25-003 Janitorial Custodial Services and authorization for the City Manager to enter into contract negotiations with a pool of four (4) vendors as a Multi-Source Award to the recommended Offerors.(Oropesa/Mascarenas)

21. Approval of award of ITB-25-004, Spring River Trail Connection to Cielo Grande Project to Constructors, Inc. in the amount of $314,937.05 including GRT. (Corn/Najar)

22. Approval to award ITB 25-005-Bulk Fuel to AWC Propane and allow the City Manager to enter into a one (1) year contract period with three (3) additional 12-month periods, mutually agreeable extensions. (Oropesa/Hicks)

## Minutes

23. Approval of the minutes from the Regular City Council meeting on October 10, 2024. (Heldenbrand/Martinez)

24. Approval of the minutes from the Special City Council Meeting on October 24, 2024. (Heldenbrand/Martinez)

## NON-ACTION ITEMS (Information Items)

25. Low-interest Federal Disaster Loans (Elizabeth Vargas with SBA)

26. Constituent Service Presentation (Constance Williams)

27. Airport Updates (Bobbi Thompson)

28. AAC Updates (Bud Kunkel)

## PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS

In order to speak you must sign up prior to the Council Meeting.

## PUBLIC HEARING(S)

29. Ordinance 24-13: Hold a public hearing to consider adopting proposed Ordinance 24-13 Amending the Dedication of a Municipal Local Option Gross Receipts Tax. (Heldenbrand/Yntema)

30. Ordinance 24-14: Hold a public hearing to consider adopting proposed Ordinance 24-14 Amending the Dedication of a Municipal Local Option Gross Receipts Tax. (Heldenbrand/Yntema)

31. Ordinance 24-15: Hold a public hearing to consider adopting proposed Ordinance 24-15 Granting Franchise to J & J Rentals, LLC. (Heldenbrand/Chaparro)

32. Ordinance 24-16: Hold a public hearing to consider adopting proposed Ordinance 24-16 Granting Franchise to Alien Trash. (Heldenbrand/Chaparro)

33. Ordinance 24-17: Hold a public hearing to consider adopting proposed Ordinance 24-17 Granting Franchise to Southwest Reclamation, LLC. (Heldenbrand/Chaparro)

34. Ordinance 24-18: Hold a public hearing to consider adopting proposed Ordinance 24-18 Granting Franchise to Clean Haul, LLC. (Heldenbrand/Chaparro)

35. Ordinance 24-19: Hold a public hearing to consider adopting proposed Ordinance 24-19 Amending the Roswell City Code, Chapter 6. (Heldenbrand/Halvorson)

36. Ordinance 24-20: Hold a public hearing to consider adopting proposed Ordinance 24-20 Amending the Dedication of a Municipal Local Option Gross Receipts Tax. (Corn/Heldenbrand)

37. Hold a public hearing and vote on a Restaurant A (Beer and Wine) Liquor License with on-premises consumption and a Wavier as the premises is located within 300ft. of the nearest church for The Saucer, LLC d/b/a/ The Saucer, located at 1400 W 2nd Suite O, Roswell, NM 88203. (Heldenbrand/Yntema)

## NEW BUSINESS / REGULAR ITEMS

38. Approval of the 2024 Strategic Plan for the RAC. (Heldenbrand/Yntema)

39. Approval of Mayor Jennings' recommendation of appointment to the Commission on Aging for Jimmy Masters - Position 4 (1st term 11/14/24-03/31/27). (Heldenbrand/Martinez)

## CITY MANAGER REPORTS/ANNOUNCEMENTS
(Information Only)

## Adjournment

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 at least one week prior to the meeting or as soon as possible. Public documents including the agenda and minutes can be provided in various accessible formats. Please contact the City Clerk at 575-624-6700 if a summary of other type of accessible format is needed.

Printed and posted: Friday, November 8, 2024

To watch the City Council Meeting live from your computer, tablet or smartphone go to https://www.youtube.com/@CityofRoswellNM/featured. You can also go to www.roswell-nm.gov, then click on the YouTube link on the banner on the right side of the screen.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 3.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Legal
**CONTACT:** Hessel Yntema **CHAIR:** Ed Heldenbrand

## ACTION REQUESTED:
Approval of Proposed Water Leak and Hardship Credits and Disability Water Assistance policies. (Heldenbrand/Yntema)

## BACKGROUND:
Initiated by: Hess Yntema

Water Leak and Hardship Credits: Pursuant to Ordinance 24-12, the Manager may design and implement policies and procedures to allow reductions, at the customer's written request, of the base and volume water and wastewater rates for up to two months (2) in Appendix A for those who demonstrate hardship in ability to make payment or unanticipated increase for two months' bills. Additionally, a customer's bill may be adjusted downward if the customer has been diligent in discovering and fixing the leak. This is a discretionary program and does not create any entitlement. Disability Water Assistance: Pursuant to Ordinance 24-12, the Manager may design and implement policies and procedures to allow reductions, at the customer's written request, of the base and volume water and wastewater rates found in Appendix A for those living at or below the most recent years' Federal Poverty Level. This is a discretionary program and does not create an entitlement. This program is only available to residential users.

## FINANCIAL CONSIDERATION
No analysis available.

## LEGAL REVIEW:
Legally sufficient.

## BOARD AND COMMITTEE ACTION:
Legal Committee referred to City Council to consent agenda, vote 4-0, at their meeting on October 24, 2024.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

Hardship Water Policy
Disability Water Program Policy

| City of Roswell Policy<br>Effective Date:<br>Revision Dates: | **Policy Name: Water Leak and Hardship Credits**<br>Policy Number: H20-<br>Page 1 of 3 |
|---|---|

## I. Purpose/Objective

Pursuant to Ordinance 24-12, The Manager may design and implement policies and procedures to allow reductions, at the customer's written request, of the base and volume water and wastewater rates for up to two months (2) in Appendix A for those who demonstrate hardship in ability to make payment or unanticipated increase for two months' bills. Additionally, a customers' bill may be adjusted downward if the customer has been diligent in discovering and fixing the leak. This is a discretionary program and does not create any entitlement.

## II. Eligibility

There are three types of assistance under this policy:

1. **Limited Hardship Credit** - Customers living within the City limits may between enactment of this policy and 120 days thereafter request a credit on their bill for consumption that arose during July and August 2024.
    a. This is in recognition the hardships experienced when City did not sufficiently inform the public of the possible effects of the rate adjustment found in Ordinance 24-05. In lieu of trying to apply blanket rate reduction that would be phased in over months, the Council determined it more expedient for the ordered administration of new rates that upon application that accounts may be credited the difference of the applicant's July and August 2024 consumption rates down to the $3.40 flat rate found in Ord. 24-12.
    **b. This credit may only be applied once to any customer ever.**
    c. **The application for this credit must be received by the City no later than March 8, 2025**.
    d. Applications must be made on the form provided by the City. (Incomplete forms shall be summarily discarded.)
    e. The amount credited to the account will be the the difference between the amount billed for consumption that arose during July and September 2024 and what the bill would have been billed under Ord. 24-12.
2. **General Hardship Credit –** In the event the customer is experiencing financial hardship that is the result of generally unusual or tragic circumstances circumstances a credit may be applied to the customer's account.
    **a. This credit may be applied one ever three (3) years.**
    b. Financial Hardship is a change in financial condition which is generally unforeseeable, unavoidable, and uncorrectable. They include, but are not limited to:
        i. Expenses due to a death in the customer's household,
        ii. Large medical expenses in the customer's household,
        iii. Loss primary employment by non-dependents in the customer's household when the customer is not fired for cause,
        iv. Military deployment employment by non-dependents in the customer's household,

DRAFT

v. Decreased income due to illness or injury in the customer's household.

c. Applications must be made on the form provided by the City. (Incomplete forms shall be summarily discarded.)
d. Applicants must reside at and be the customer of record of the service address.
e. In the application the following shall be provided:
    i. Statement and description of changes in customer's financial condition.
    ii. Documentation supporting the change in financial condition.
    iii. The customer's most recent W-2 or federal or state tax return.
    iv. Additional document as determined by Utility Billing staff.
f. The amount credited to the account shall be done on a case-by-case basis depending on the hardship faced, but shall never exceed 100% of the customer's past 2 months' billing.

3. **Leak Repair Credit** - a customers' bill may be adjusted downward if the customer has been diligent in discovering and fixing the leak.
    a. **Only one leak credit will be authorized each calendar year.**
    b. The leak must be located and repaired prior to the approval of any leak credit. (Water use by the customer has returned to normal levels.)

    c. The water use in question must have occurred within the past 2 months.

    d. No more than 60 days' worth of leak may be credited.
    e. If the source of a leak is due to the theft of service or through vandalism, the customer must report the theft to the police. A copy of the police report must be submitted with this application. The City may require that the customer has addressed the problem of a future theft or vandalism, such as the installation of a faucet lock.
    f. Your account must clearly show a lower consumption for the same months in the previous year. (This requirement is not applicable if the current owner or tenant did not occupy the property during the prior year.)
    g. Applications must be made on the form provided by the City. (Incomplete forms shall be summarily discarded.)
    h. Copies of receipt or verification that the leak repair must be included with the application. Valid documentation of a leak repair consists of:
        i. Receipts of repairs performed by a certified professional, or
        ii. Receipts for parts purchased if the leak was repaired by the property owner or tenant, or
        iii. A letter from a plumbing company, on company letterhead, certifying that they repaired the leak.

    i. The property owner and/or tenant agree to any investigation that the City deems necessary to confirm or verify the leak and/or the repair of the leak.
    j. The amount credited to the account will be the the difference between the amount billed for consumption based on the same water use for the same month of the prior year. If the same month in the prior year is not available, Utility Billing staff shall use a reasonable approximation based on past available consumption patterns.

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Approved as to Form: _____ Date: _____
Hessel Yntema
City Attorney

Policy Approved: _____ Date: _____
Chad Cole
City Manager

COUNCIL APPROVAL _____, 2024.

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| City of Roswell Policy<br>Effective Date:<br>Revision Dates: | **Policy Name: Disability Water Assistance**<br>Policy Number: H20-<br>Page 1 of 3 |
|---|---|

## I. Purpose/Objective

Pursuant to Ordinance 24-12, The Manager may design and implement policies and procedures to allow reductions, at the customer's written request, of the base and volume water and wastewater rates found in Appendix A for those living at or below the most recent years' Federal Poverty Level. This is a discretionary program and does not create an entitlement. This program is only available to residential users.

## II. Amount

Eligible applicants may receive up to the value of the base rate of water per month credit.

## III. Applications

1. Applications shall be made annually.
    a. An initial application may be submitted at any time, but a new application must be submitted every April by the 30th to continue receiving the credit.
    b. Failure of an applicant to reapply for the low-income credit shall result in the loss of the credit for the period time between the current credit expiration date and the date a new application is approved.
    c. Permanently disabled applicants must include a statement of Social Security Disability Income to receive the greater credit.

## IV. Eligibility

1. The household's total gross annual income must not exceed one-hundred percent (100%) of the most recent federal poverty guidelines issued by the U. S. Department of Health and Human Services.
2. The applicant must be 50% disabled or greater.
3. Applicants must reside at and be the customer of record of the service address.
4. Applicants must provide the names, ages and incomes of all persons residing in the household. Persons listed must be consistent with those appearing on income tax forms and or other benefit documentation.
5. Applicants must provide documentation of any and all income and financial assistance for all family members in the household and must be submitted with an application. Additional verification may be required.
    a. Applicants filing taxes must provide a copy of their current year Federal and State income tax filings.
    b. Applicants that are not required to file Federal or State income taxes must provide documentation and information related to all income and financial assistance being received for the total household.
    c. Documentation for the total household income includes, but is not limited to: household member wages; social security; retirement; unemployment; disability; veteran's benefits; State cash assistance (welfare payments); alimony; child support; interests and dividends; royalties; and rental income.

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6. Applicants consent to any reasonable investigation and substantiation of any or all data submitted on or with their application upon submittal of the application.

**V. Other Conditions**

1. The City cannot and shall not grant retroactive credits.

2. Applicants must promptly inform Utility Billing of any income increases or additional income received during the period of approved credit, and of their move-out date from the serviced address.
3. Applicants providing false information will lose their account credit promptly upon the City's knowledge of receiving the false information, and the City shall be entitled to recover any fraudulently exempted credit and applicable interest and penalties.
4. Applicants must show good faith efforts to receive or forms of assistance.

Approved as to Form: _____ Date: _____
Hessel Yntema
City Attorney

Policy Approved: _____ Date: _____
Chad Cole
City Manager

COUNCIL APPROVAL _____, 2024.

DRAFT

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 4.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Legal
**CONTACT:** Hessel Yntema **CHAIR:** Ed Heldenbrand

## ACTION REQUESTED:
Approval to grant City Manager and City Attorney ability to renegotiate and amend Air Center leases to allow tenants to purchase their own insurance. (Heldenbrand/Yntema)

## BACKGROUND:
Initiated by: Hess Yntema

For years, the City has been acquiring insurance on behalf of tenants and then seeking reimbursement after the purchase is made. This is inconsistent with common airport practice, has been difficult to administer, lead to airport losses, and higher insurance costs for some tenants. Management would like to include language that will be substantially similar to the following:

Tenant will provide fire and extended coverage to the Premises during the term of the Lease that is substantially similar to the insurance normally provided by the New Mexico Self Insured Fund for this building and as consistent with the City's and ROW's Insurance Requirements, as determined by the City.

Proof of such insurance shall be provided no later than June 15 of each year and at any other time upon request of City officials. If suitable proof of insurance is not provided within 15 days of June 15 or 15 days of the request, the Tenant agrees to reimburse the Landlord acquired insurance for insurance premium as determined and billed by Landlord at 115% of the cost. Such fire and extended coverage will not cover the property of Tenant or any property on the premises that does not belong to Landlord. Any lapse in insurance shall be considered an immediate breach.

## FINANCIAL CONSIDERATION
Revenue neutral or a possible net savings are possible.

## LEGAL REVIEW:
Legally sufficient.

## BOARD AND COMMITTEE ACTION:
Legal Committee referred to City Council to consent agenda, vote 4-0, at their meeting on October 24, 2024.

## STAFF RECOMMENDATION:
Consider recommending approval to grant City Manager and City Attorney ability to renegotiate and amend Air Center leases to allow tenants to purchase their own insurance.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 5.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Public Safety
**CONTACT:** Mike Mathews **CHAIR:** Juliana Halvorson

## ACTION REQUESTED:
Approval of the Community Cat Program. (Halvorson/Mairot)

## BACKGROUND:
Initiated by: Shantel Mairot

Community Cat Program (CCP)- Renew program.

## FINANCIAL CONSIDERATION
Revenue neutral or a possible net savings are possible.

## LEGAL REVIEW:
Legally sufficient.

## BOARD AND COMMITTEE ACTION:
Public Safety recommended approval (4-0) to refer to Legal Committee at their meeting on 10/17/24. Legal Committee referred to City Council to place on consent agenda, 4-0, at their meeting on October 24, 2024.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

Community Cat Program
Resolution 23-23

ROSWELL
New Mexico

# Community Cat Program (CCP)



CHANEL (Cat Room 10) Animal ID A-7521

# Community Cat Program (CCP)

**Purpose:** to ensure no new kittens are born, stabilizes cat populations, provides vaccines, and improves cats' lives. It also stops the behaviors and stresses associated with mating such as yowling, spraying, and fighting

A successful CCP may very well lead to fewer complaint calls, but this is just one favorable outcome.

Among the others are:

- Reduced intake of cats and kittens and increase in positive outcomes
- Reduced number of young kittens brough to the shelter (an indication that the population of community cats is being stabilized and reduced)
- Reduced number of cats at a particular location
- The number of positive interactions with residents who support the CCP and, perhaps more important, those who were skeptical of the program but who have seen its positive impact in their neighborhood
- Improved relationships with community

**Background:** Trap-neuter-return (TNR) was first introduced during the 1950s in Britain, and then in Denmark during the 1970s. The practice was introduced in the U.S. around the same time, but remained largely "underground" until the formation of Alley Cat Allies in 1990. The first large U.S. city to embrace TNR as a fundamental part of its approach to animal sheltering was Jacksonville, Florida. Beginning in 2008, the City of Jacksonville joined forces with the nonprofit First Coast No More Homeless Pets (FCNMHP) in launching the Feral Freedom program. Under the new program, "feral" cats (the cats who didn't have live outcomes in the past) brought to Jacksonville Animal Care and Protective Services were transferred to FCNMHP. They were then spayed or neutered, vaccinated, microchipped, ear-tipped and returned to their outdoor homes.

**Procedures:**

Trapping: Cats are humanely trapped using cat traps.

Cats/kittens can be

Brought in to Roswell Animal Services over the counter during business hours

Or Contact Roswell Animal Services dispatch for an Animal Control officer to pick the cat in trap up (City limits only)

If a cat is picked up by an ACO the ACO will ensure if the cat in trap has an ear-tip. If the cat doesn't have an ear-tip it will be brought in to our facility. If the cat does have an ear-tip and seems healthy the officer will release back to field

Intake: Staff evaluates and intakes the cat into to our facility database

(See intaking protocols for more information)

Treatment: The cats are scheduled with a local vet to spay/neuter, vaccinate, and ear-tip for identification.

(See CCP surgery procedure)

Return: The cats are returned to their original outdoor homes it was picked up or brought in from

# Community Cat Program (CCP) Surgery Protocol

The following policy outline the procedure for cats on surgery day.

## The Night Before Surgery

1. The Office Assistant is responsible for printing two kennel cards and posting on the cat room/feral room cage.
2. The Office Assistant must add surgery transport activity in facility database.

## Day of Surgery

1. The Kennel Workers are responsible for placing cats in cat dens and placing them by the back hallway. **This must be done by 8:30am.**
2. Animal Control Officers are required to transport cats to the surgery site no later than 8:30am
3. Kennel Workers will clean and set up the cage so it is ready for the cats return
4. Animal Control Officers are required to transport cats back to the shelter in the afternoon.
5. Animal Control Officers should place cats ack in the cage. Animal Control Officers may delegate to kennel workers if they are responding to another call.

## Releasing the CCP Cats

1. The day following surgery, all altered cats are to be returned to the appropriate location. Unless the cat cannot be returned to the filed per veterinary direction.
2. The Office Assistant is responsible for releasing the cat(s) from the facility software database. This must be done upon returning to the facility from lunch break.
3. Once the cat(s) are released from facility database, the Office Assistant will print two copies of the kennel card and provide them to the kennel workers.
4. Kennel workers are to place the kennel cards on the feral den for the cat(s) to be released. the kennel workers will secure the cat(s) in the feral den and place the dens by the back door.
5. Animal Control Officers are required to transport to the releasing location no later than 2:00pm. (the only exception to this is if there is a priority call that requires all ACOs)
6. Animal Control Officers will then release the cat(s) to the designated area of release.

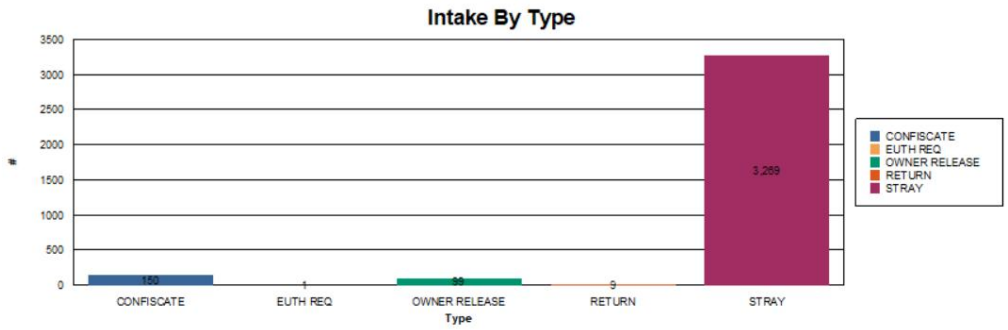
Kennel Statistics from September 1, 2022 to August 31, 2023 showing a total of 658 cats died or were euthanized for illnesses and/or time and space.

**Roswell Animal Services**

**Kennel Statistics**

9/1/2022 to 8/31/2023

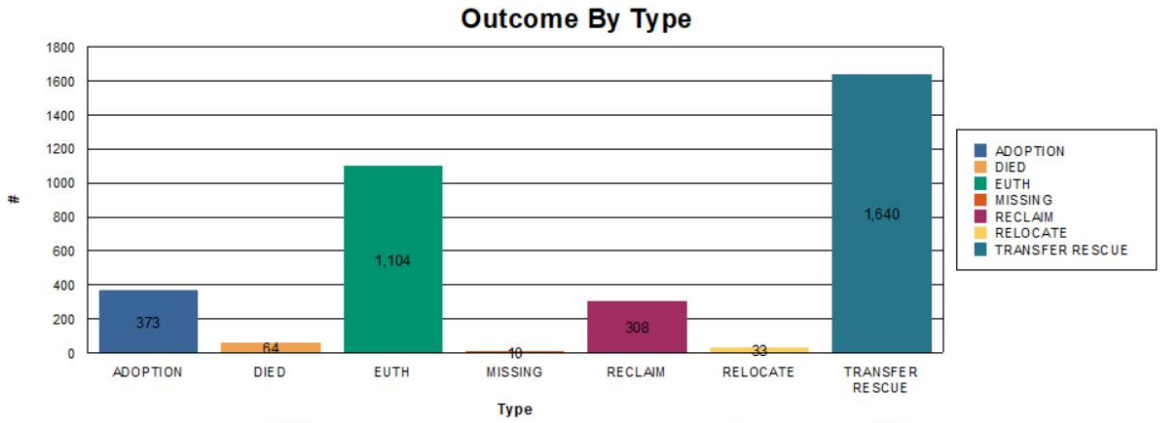
| Intakes | COUNTY | | | | | | OTHER | | | ROSWELL | | | | | | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | CAT | DOG | KITTEN | OTHER | PUPPY | Total | CAT | DOG | Total | CAT | DOG | KITTEN | OTHER | PUPPY | Total | |
| CONFISCATE | 3 | 3 | 0 | 0 | 1 | 7 | 0 | 0 | 0 | 20 | 90 | 5 | 0 | 28 | 143 | 150 |
| EUTH REQ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 1 |
| OWNER RELEASE | 0 | 11 | 0 | 0 | 0 | 11 | 0 | 0 | 0 | 3 | 70 | 3 | 0 | 12 | 88 | 99 |
| RETURN | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 1 | 4 | 0 | 0 | 3 | 8 | 9 |
| STRAY | 73 | 371 | 77 | 1 | 248 | 770 | 1 | 1 | 2 | 712 | 940 | 425 | 13 | 407 | #### | 3,269 |
| **GRAND TOTAL** | 76 | 385 | 77 | 1 | 250 | 789 | 1 | 1 | 2 | 736 | 1,105 | 433 | 13 | 450 | #### | **###** |



ROSWELL
New Mexico

| Outcomes | CAT | DOG | KITTEN | OTHER | PUPPY | TOTAL |
|---|---|---|---|---|---|---|
| ADOPTION | 26 | 149 | 53 | 7 | 138 | 373 |
| DIED | 13 | 6 | 24 | 0 | 21 | 64 |
| EUTH | 468 | 293 | 153 | 1 | 189 | 1,104 |
| MISSING | 5 | 2 | 2 | 0 | 1 | 10 |
| RECLAIM | 20 | 269 | 2 | 3 | 14 | 308 |
| RELOCATE | 28 | 2 | 3 | 0 | 0 | 33 |
| TRANSFER RESCUE | 267 | 796 | 268 | 3 | 306 | 1,640 |
| GRAND TOTAL | 827 | 1,517 | 505 | 14 | 669 | ### |

Total Rescue (Humane Society and Rescue)
1,640.00

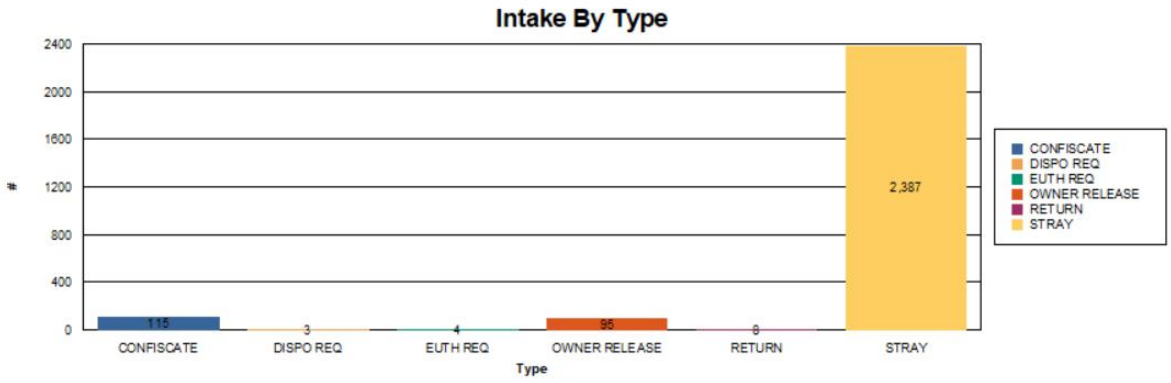



| Euthanasia Breakdown | COUNTY | | | | ROSWELL | | | |
|---|---|---|---|---|---|---|---|---|
| | DOG | CAT | OTHER | Total | DOG | CAT | OTHER | Total |
| AGGRESSIVE | 0 | 0 | 0 | 0 | 14 | 0 | 0 | 14 |
| COND SEVER | 0 | 0 | 0 | 0 | 3 | 2 | 2 | 7 |
| FERAL | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 2 |
| ILL MINOR | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 2 |
| ILL SEVERE | 4 | 5 | 58 | 67 | 24 | 35 | 187 | 246 |
| INJ SEVERE | 2 | 1 | 2 | 5 | 35 | 11 | 10 | 56 |
| SPACE | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| TIME | 0 | 0 | 0 | 0 | 7 | 12 | 1 | 20 |
| TIME/SPACE | 61 | 32 | 39 | 132 | 139 | 367 | 42 | 548 |
| UNDRAGE/WT | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 3 |
| UNKNOWN | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 |
| Total | 67 | 38 | 100 | 205 | 224 | 427 | 248 | 899 |

Kennel Statistics from September 1, 2023 to August 31, 2024 showing a total of 82 cats died or were euthanized for illnesses and/or time and space. Making a live saving difference of 576 cats and kittens in our community.

## Roswell Animal Services
## Kennel Statistics
9/1/2023 to 8/31/2024

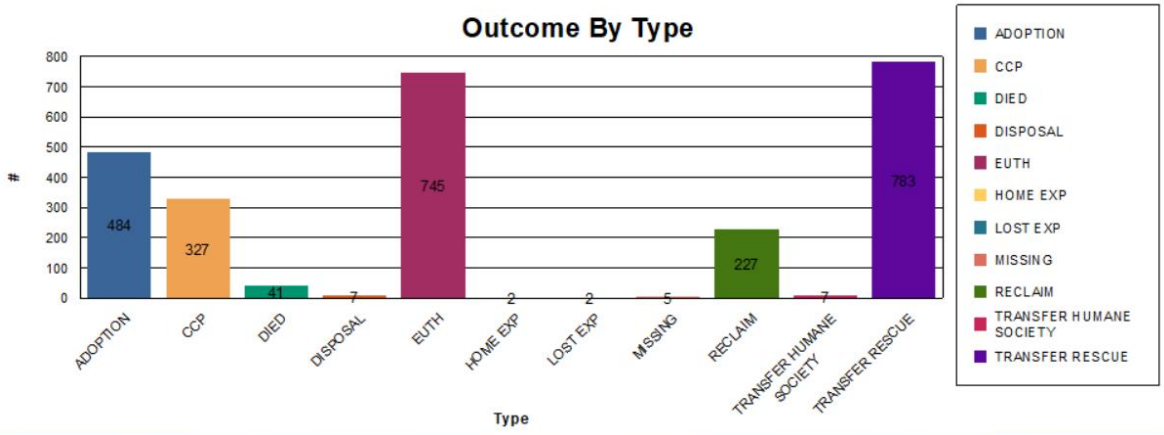
| Intakes | COUNTY | | | | | ROSWELL | | | | | | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | CAT | DOG | KITTEN | PUPPY | Total | CAT | DOG | KITTEN | OTHER | PUPPY | Total | |
| CONFISCATE | 0 | 8 | 0 | 0 | 8 | 0 | 87 | 1 | 1 | 18 | 107 | 115 |
| DISPO REQ | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 3 | 3 |
| EUTH REQ | 0 | 0 | 0 | 0 | 0 | 1 | 3 | 0 | 0 | 0 | 4 | 4 |
| OWNER RELEASE | 1 | 7 | 0 | 0 | 8 | 5 | 49 | 1 | 0 | 32 | 87 | 95 |
| RETURN | 0 | 1 | 0 | 0 | 1 | 2 | 5 | 0 | 0 | 0 | 7 | 8 |
| STRAY | 48 | 270 | 43 | 171 | 532 | 349 | 799 | 214 | 0 | 493 | #### | 2,387 |
| **GRAND TOTAL** | 49 | 286 | 43 | 171 | 549 | 357 | 946 | 216 | 1 | 543 | #### | **###** |



ROSWELL
New Mexico

| Outcomes | CAT | DOG | KITTEN | PUPPY | TOTAL |
|---|---|---|---|---|---|
| ADOPTION | 47 | 191 | 90 | 156 | 484 |
| CCP | 292 | 0 | 35 | 0 | 327 |
| DIED | 4 | 9 | 12 | 16 | 41 |
| DISPOSAL | 0 | 7 | 0 | 0 | 7 |
| EUTH | 36 | 384 | 46 | 279 | 745 |
| HOME EXP | 0 | 2 | 0 | 0 | 2 |
| LOST EXP | 1 | 0 | 0 | 1 | 2 |
| MISSING | 3 | 2 | 0 | 0 | 5 |
| RECLAIM | 10 | 206 | 2 | 9 | 227 |
| TRANSFER HUMANE SOCIETY | 0 | 6 | 0 | 1 | 7 |
| TRANSFER RESCUE | 38 | 456 | 70 | 219 | 783 |
| GRAND TOTAL | 431 | 1,263 | 255 | 681 | ### |

Total Rescue
(Humane Society and Rescue)
790.00



ROSWELL
New Mexico

| Euthanasia Breakdown | COUNTY | | | | ROSWELL | | | |
|---|---|---|---|---|---|---|---|---|
| | DOG | CAT | OTHER | Total | DOG | CAT | OTHER | Total |
| AGED | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| AGGRESSIVE | 2 | 0 | 0 | 2 | 4 | 0 | 0 | 4 |
| BEH MANAGE | 5 | 0 | 0 | 5 | 23 | 1 | 0 | 24 |
| BEH SEVERE | 7 | 0 | 0 | 7 | 21 | 0 | 0 | 21 |
| COND SEVER | 0 | 0 | 0 | 0 | 0 | 0 | 7 | 7 |
| COURT ORD | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| ILL MINOR | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 2 |
| ILL SEVERE | 5 | 1 | 71 | 77 | 28 | 15 | 141 | 184 |
| INJ SEVERE | 3 | 2 | 1 | 6 | 26 | 13 | 12 | 51 |
| SPACE | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 |
| TIME/SPACE | 56 | 0 | 19 | 75 | 173 | 0 | 53 | 226 |
| UNKNOWN | 2 | 0 | 8 | 10 | 8 | 4 | 29 | 41 |
| Total | 80 | 3 | 99 | 182 | 287 | 33 | 243 | 563 |

A Summary of how many cats were released into the community for September 1, 2023 when the program started to October 11, 2024.

## Outcomes

9/1/2023 - 10/11/2024

**Summary of Outcomes, by outcome type and subtype**

*This chart reflects the number of impounds, which may differ from the number of individual animals.*

| Outcome Type / Subtype | | CAT | Total |
|---|---|---|---|
| CCP | | 346 | 346 |
| | Total | 346 | 346 |
| GRAND TOTAL | | 346 | 346 |

**Summary of Outcomes, by outcome type and outcome condition**

*This chart reflects the number of impounds, which may differ from the number of individual animals.*

| Outcome Type / Condition | | CAT | Total |
|---|---|---|---|
| CCP | NORMAL | 346 | 346 |
| | Total | 346 | 346 |
| GRAND TOTAL | | 346 | 346 |

**Summary of Outcomes, by intake type and subtype**

*This chart reflects the number of impounds, which may differ from the number of individual animals.*

| Intake Type / Subtype | | CAT | Total |
|---|---|---|---|
| STRAY | FIELD | 60 | 60 |
| | OTC | 286 | 286 |
| | Total | 346 | 346 |
| GRAND TOTAL | | 346 | 346 |

**CCP** **Total Outcomes: 346** **Total Animals: 346**

# Community Help with CCP

**South Springs**

We currently have South Springs Veterinarian helping us with our spay/neuter, Rabies, and ear-tip.

They were charging Roswell Animal Services $120 for a spay, rabies, and ear-tip, $95 for a neuter, rabies, and ear-tip. We were able to get them to go a little lower to help keep the program running with the cost difference of $100 for spay, rabies, ear-tip, and $75 for a neuter, rabies, and ear-tip. The new price started the beginning of October 2024.

From November 2023 to September 2024, they have fixed 295 cats for us at the total cost of $31,795. Best Friends covered the vet bill from November 2023 to June 2024.

**Colorado Animal Welfare League (CAWL)**

CAWL has fixed multiple cats for the community and for Roswell Animal Services.

Shana's statistics showing 41 cats spayed/neutered & vaccinated for RAS (3 were humanely euthanized for quality of life) $1,960 ($50 each cat, $20 each euthanized.)

Community & CAWL feral/stray cats 208 (6 were humanely euthanized for quality of life) $5,200 ($25 each)

The dates were from July 25th through August 2nd (1/2 day) and August 11th through 15th (1/2 day) for a total of 13 clinic days.

This was a great turnout for the free spay/neuter promotion that was paid for by the city and Pioneer bank. At most clinics lasting 3-5 days we usually do about 50 cats per clinic, roughly about 10-15 per day.

We paid a total of $4,460 to CAWL

Shana's thoughts for the CCP: This is a community problem that needs the community's help. We (CAWL) cannot do it alone. We need more community involvement and support. CAWL cannot thank those that do show up and bring in strays/feral to us (some many times over), without your help and commitment to these homeless cats there would be so much more suffering. Every month (or as often as CAWL can get here to help us) we rely on the community to bring in their pet dogs and cats and the strays/feral to utilize our services for spay/neuter so we can help this overpopulation crisis that we're in. We need the residents of Roswell to take this issue more seriously. Please do your part for your pets. Spaying and neutering does make a difference and will help end the suffering.

**Wild Blue Cats**

Wild blue comes to town and pulls multiple cats at a time from us saving their lives and taking them back to Colorado.

They also bring their mobile low-cost clinic to town and fix all the cats in our facility for CCP and adoption.

Wild Blue Cats will be in town October 19th through October 20th to help with the community cat program going to address who have reached out needing help, people in the community who have

scheduled an appointment to get their pets or CCP cats fixed. They will also be fixing all the cats in our facility on the 18th.

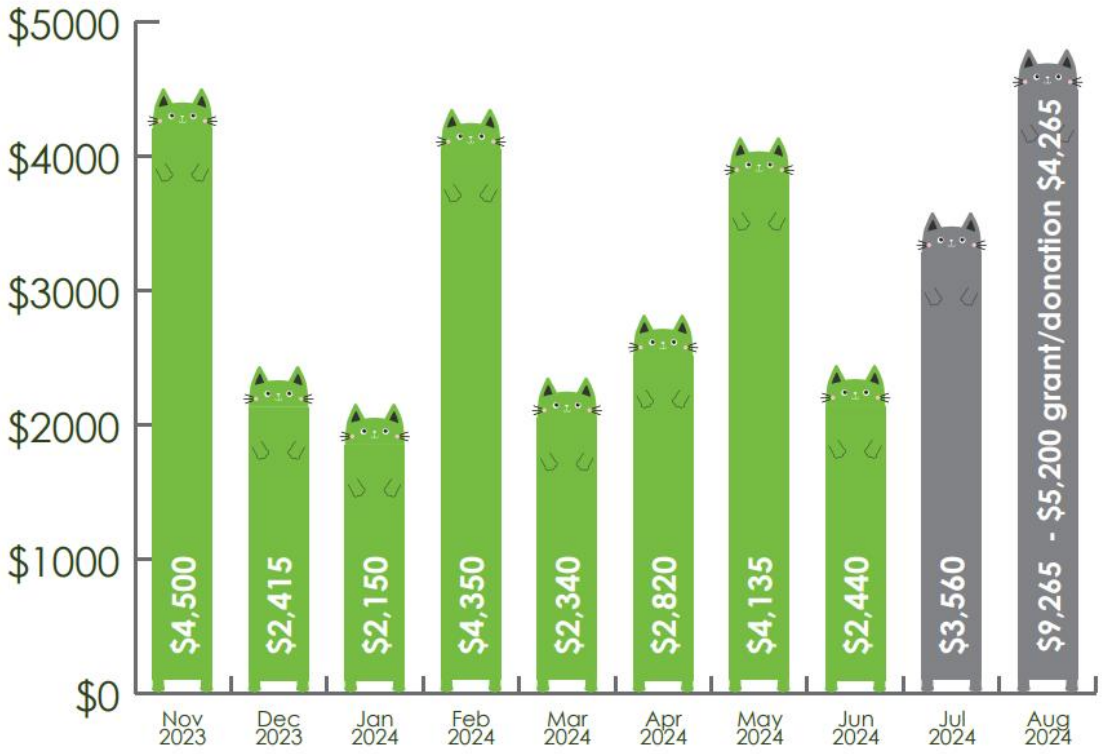


ROSWELL
New Mexico

ROSWELL
Animal Services

community cat program

## SPAY/NEUTER/VACCINATE COST PER MONTH




**PAID FOR BY BEST FRIENDS**
**$25,150 total**

**PAID FOR BY CITY OF ROSWELL**
**$7,625 total**

**COST PER CAT**

| | |
|---|---|
| SOUTH SPRINGS | $95-120 |
| CAWL | $25-50 |
| WILD BLUE | $0 |

**GRAND TOTAL FOR CCP CATS**
**SEPT 2023- SEPT 2024 556 CATS - $32,775**

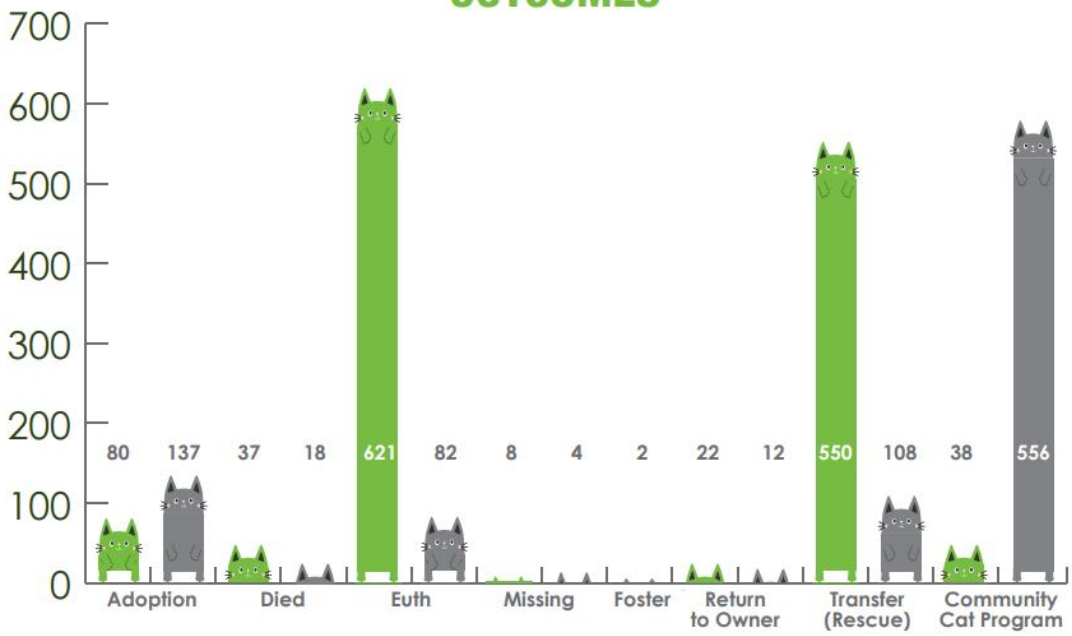
*https://roswell-nm.gov/1250/Animal-Services*

ROSWELL
New Mexico

community cat program

ROSWELL
Animal Services

## OUTCOMES




**SEPTEMBER 1, 2022 - SEPTEMBER 1, 2023**
**1,387 TOTAL**

**SEPTEMBER 1, 2023 - SEPTEMBER 1, 2024**
**960 TOTAL**

The total # of cats in the CCP program (556) FOR 2024 include 249 that the Colorado Animal Welfare League treated. For the majority of the cats fixed with CAWL, we used the Low Cost Spay/Neuter grant in the amountof $2,500 - while Pioneer Bank matched $2,500. Wild Blue Cats treated a total of 21 at no cost. The City of Roswell Animal Services treated 286.

Colorado Animal Welfare League
One by one, we make a difference

wildblue
A REFUGE FOR CATS & KITTENS

**TOTAL COST FOR EUTHANIZATION**
**2022-2023 621 CATS AT $32.50 EACH - $20,182.50**
**2023-2024 82 CATS AT $32.50 EACH - $2,665**

*https://roswell-nm.gov/1250/Animal-Services*

# RESOLUTION 23-23

## PARTICIPATION IN ANIMAL SERVICES' COMMUNITY CAT PROGRAM.

WHEREAS, the City of Roswell wants to improve the quality of life and bring positive changes for the community cats in our city by humanely reducing the number of feral cats and nuisance complaints associated with unsterilized cats; and

WHEREAS, the City of Roswell seeks to decrease the impact feral cats have on wildlife and to increase the number of cats vaccinated for rabies; and

WHEREAS, the Roswell City Council finds it is in the best interest of residents to participate in the Community Cat Program as administered by Best Friends Animal Society and Roswell Animal Services at no fiscal impact to the City; and

WHEREAS, the City of Roswell will participate in this program for a one-year trial, which will allow both the City and Roswell Animal Services the opportunity to assess the program's data and effectiveness; and

WHEREAS, if after this period data indicates the Community Cat Program is not effective in reducing the overall feral cat population; is not effective in reducing nuisance complaints; is not effective in reducing non-live outcomes of cats from the shelter; is negatively impacting our residents' health, property, or fiscal resources; is negatively impacting our wildlife populations; the City and Roswell Animal Services will work to modify the program as necessary, or opt out of the program.

**NOW, THEREFORE, BE IT HEARBY RESOLVED BY THIS GOVENING BODY THAT:**

SECTION 1: INCORPORATION OF RECITALS. The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City Council of the City of Roswell, New Mexico, authorizes the participation in the Community Cat Program as administered by Best Friends Animal Society and Roswell Animal Services. PASSED, ADOPTED, SIGNED and APPROVED the 11th day of May, 2023.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 6.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Public Safety
**CONTACT:** Mike Mathews **CHAIR:** Juliana Halvorson

## ACTION REQUESTED:
Ordinance 24-22: authorize to advertise for a public hearing to consider adopting proposed Ordinance 24-22 An Ordinance Amending Chapter 4 of the Roswell City Code. (Halvorson/Mathews)

## BACKGROUND:
Initiated by: Hess Yntema

## FINANCIAL CONSIDERATION

## LEGAL REVIEW:
City Attorney has reviewed this item.

## BOARD AND COMMITTEE ACTION:
Legal Committee referred to City Council, to put on consent agenda, vote 4-0, at their meeting on October 24, 2024.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

Chapter 4 Animal Welfare (Original)
Chapter 4 - Redline
Chapter 4-Clean

**ORDINANCE 23-XX**

**AN ORDINANCE AMENDING CHAPTER 4 OF THE ROSWELL CITY CODE**

WHEREAS, Chapter 4 of the Roswell City Code regulates animals and fowl within the City limits; and

WHEREAS, The City Council wishes to update and reorganize Chapter 4 of the Roswell City Code in order to promote clarity and improve implementation.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION 1. Chapter 4 –Chapter 4 of the Roswell City Code is amended and shall provide as follows:

# Chapter 4 ANIMALS

## *ARTICLE I. IN GENERAL*

### Sec. 4-1. Definitions.

(a) Except as otherwise provided, the following definitions shall apply to this entire chapter:

*Abandonment* means leaving an animal for which the individual is the responsible party for more than 24 hours without providing appropriate and adequate food, water and/or shelter during the responsible party's absence. Abandonment shall include willfully leaving unattended an animal for which the party is responsible on or in any street, road, highway, or public place, or on private property of another without that property owner's permission.

*Altered* means to have an animal spayed or neutered.

*Animal* means any member of the Animal Kingdom excluding humans.

*Animal control officer* or *ACO* means any person authorized by the city to enforce this chapter and other applicable animal control laws, orders, and regulations.

*Animal control facility* means premises designated by the city for the purpose of impounding and caring for animals coming into the city's custody.

*Animal services* means the animal services department of the City of Roswell.

*Breeding* means allowing, either intentionally or unintentionally, a dog, cat, or other domesticated animal to produce offspring.

*District health officer* means the district personnel having jurisdiction within the local health office of the State of New Mexico.

*Domesticated* means a species of animal that has been tamed to serve as a companion animal to humans, a work animal for humans, or for human consumption.

*Exotic animal* means any animal that is not native to New Mexico or not typically identified as a domestic pet.

*Foster* means to keep and care for any animal, under the supervision of a City-recognized animal rescue organization, for a period of 6 months or less and without taking ownership of the animal, with the purpose of locating a permanent home for the animal.

*Guard dog* means a dog trained to attack on command or to protect persons or property and who will cease to attach upon command.

*Harbor* means to allow, either intentionally or unintentionally, any stray animal to linger on or about one's premises, for three consecutive days or more, by feeding or sheltering such animal without making all effective provisions for such animals required by this chapter. Any person harboring an animal shall be treated as its responsible party and subject to the applicable provisions of this chapter.

*Impoundment* means the taking into custody and commitment by an animal control officer or peace officer of any animal to the animal control facility or other appropriate facility, including a kennel, shelter, veterinary hospital, lot, premise, or building maintained, contracted or utilized by the city for the care and custody of animals.

*Livestock* means all animals that have been domesticated for cultivation and/or domesticated animals that are used for human consumption and includes horses, asses, mules, cattle, bison, buffalo, beefalo, camelids, ostriches, emus, rheas, sheep, goats, swine, peafowl, poultry, farmed cervidae, and bees, but excludes cats and dogs.

*Microchipped* means to have implanted in a dog or cat a working identification microchip which stores a unique identification number corresponding to the responsible party's contact information for the microchipped animal and which is registered with animal services.

*Neglect* means failure by the responsible party to provide an animal in his or her possession with all necessities, including appropriate and adequate food, water, shelter, and veterinary care.

*Poultry* means domesticated chickens, ducks and turkeys.

*Premises* means a single contiguous parcel of real property located within the city and owned by one or more individuals.

*Quarantine* means the strict isolation of a potential rabies suspect animal for a ten-day observation period at a place and in a manner designated by the animal control officer and approved by a district health office.

*Responsible party* means any party having ownership, possession, care or custody of an animal.

*Run at large* means to be free of physical restraint beyond the premises of the responsible party, except as specifically permitted in this chapter.

*Sexual abuse of animals* means intentionally engaging in sexual intercourse, cunnilingus, fellatio, or anal intercourse with an animal or the causing of penetration, to any extent and with any object, of the genital or anal openings of an animal, whether or not there is any emission.

*Dwelling unit* means an individual apartment unit, townhouse, condominium or other dwelling structure.

*Stray* means any animal running at large.

*Vicious dog* means any dog that constitutes a physical threat to persons or to other animals by causing serious injury, meaning a physical injury that results in broken bones, multiple bites or disfiguring lacerations requiring sutures or reconstructive surgery.

*Vermin* means any wild animal injurious to humans or domesticated animals or to personal or real property, not otherwise protected under New Mexico or United State law.

*Wild animal* means any animal under the jurisdiction of the New Mexico Department of Game and Fish.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-2. Animal control facility.**

The city manager is authorized to establish an animal control facility on behalf of the city, to be operated by animal services by and through its animal control officers, who shall have the authority to enforce the provisions of this chapter, or the city manager may, subject to the approval of the governing body, contract with a public or private person or organization for operation of the animal control facility for and on behalf of the city.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-3. Enforcement.**

(a) Violation of any section of this chapter shall constitute a petty misdemeanor.

(b) It shall be unlawful for any person to interfere with, hinder, molest or obstruct any animal control officer or peace officer in the discharge of official duties under this chapter.

(c) An animal control officer or peace officer is authorized to pursue vicious dogs, animals running at large or any animal exhibiting symptoms of rabies onto private premises without a prior court order, unless permission to make such pursuit is explicitly refused by the occupant.

(d) Upon determination that any animal has been kept, maintained or harbored in violation of any provision of this chapter, an animal control officer shall determine the responsible party or parties for such animals and cite such persons for the violations and institute appropriate proceedings in a court of competent jurisdiction on behalf of the city.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-4. Records.**

Animal services shall maintain, or cause to be maintained, accurate records of all dogs and cats registered and all permits issued hereunder, and shall further maintain records of the disposition, release or redemption of any animal impounded by the city, reflecting a general description of the animal, the date of redemption, the name and address of the person to whom released, the microchip number and fees paid.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-5. Cruelty to animals.**

(a) It shall be unlawful to commit cruelty to any animal, consisting, without limitation, of:

(1) Negligently mistreating, injuring, killing without lawful justification or tormenting an animal, including:

a. Neglecting or abandoning an animal by the responsible party;

b. Driving or working any animal beyond its physical capacity or working any animal that is unfit for the labor;

c. Hobbling livestock or other animals by any means which may cause injury or damage to the animal;

d. Making accessible to any animal a substance which has been treated or prepared with harmful or poisonous material which may harm or kill an animal;

e. Placing or confining an animal or allowing an animal to be placed or confined or to remain in or upon a motor vehicle under such conditions or for such period of time as may endanger the health or well-being of the animal due to heat/cold, lack of food or drink, or other circumstances as may reasonably be expected to cause suffering, disability or death;

(2) Sexually abusing an animal;

(3) Setting a steel leg-hold trap in order to trap an animal; or

(4) As elsewhere provided for in this chapter.

(b) As used in this section, "lawful justification" means:

(1) Humanely destroying a sick or injured animal; or

(2) Protecting a person or animal from death or injury due to an attack by another animal.

(c) Nothing herein shall prohibit:

(1) Any animal control officer from using a tranquilizer gun, snare, or trap to humanely capture animals as reasonable necessary for the control of such animal;

(2) Destroying a vicious or rabid dog as otherwise permitted hereunder; or

(3) The eradication by an individual of vermin which present a danger to the health and safety of any human or animal or to personal or real property.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-6. Unlawful retention of stray animals.**

It shall be unlawful for any individual to keep, harbor, hold or retain possession of any stray animal for more than 24 hours without notifying the responsible party, if known, or otherwise reporting the animal to animal services.

(1) The report shall contain the person's name and address, a true and complete statement of the circumstances under which the animal was obtained, and the precise location

where the animal is confined or located. Should the animal be returned to the responsible party, animal services will be contacted to close out the report.

(2) If the responsible party does not come forward within four days, the person in custody of the animal may take ownership of said animal, subject to any and all requirements of keeping such animal provided for by this chapter.

(3) Prior to taking ownership of the animal as provided for herein above, no person having a stray animal in his or her possession shall refuse to immediately surrender the animal to an animal control officer or to the responsible party upon request.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-7. General care and maintenance requirements.**

The responsible party for an animal shall provide such care as to maintain the good health and well-being of the animal and in particular, shall provide:

(1) Adequate amounts, and with adequate frequency, of fresh potable water and food sufficient and appropriate for the species, life stage, and medical condition of the animal;

(2) An enclosure of species appropriate size maintained free of garbage, feces, and other debris, as well as insect infestations, including ant-hills, wasp nests, flea, tick and maggot infestations, that might endanger the animal's health or safety, and which is sufficiently enclosed to protect the animal from predators;

(3) Adequate shelter consisting of a structurally sound, species appropriate, weatherproof housing or enclosure with elevated flooring and proper ventilation, with at least three walls and a roof to protect from injury, rain, sleet, snow, hail, and direct sunlight, and large enough to accommodate the animal comfortably;

(4) In winter months, clean species appropriate bedding or safe heating device to ensure warmth;

(5) Adequate shade from direct sunlight in addition to the shelter referenced above; and

(6) Professional veterinary care and necessary grooming as to maintain the animal's good health and protection from extreme weather elements and parasites.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-8. Abandoned animals.**

(a) It shall be unlawful for the responsible party to abandon an animal.

(b) Whenever an animal control officer finds that any animal in or upon any premises has been abandoned, the ACO may enter onto the premises where said animal is located and impound the animal for its safety and welfare, provided that if the animal is not in immediate distress and the abandonment of the animal is not clear to the ACO, the officer will leave a notice giving the owner of the premises 24 hours to respond before taking the animal into protective custody.

(c) If an animal is to be left at a premises by the responsible party but with adequate provision for its welfare during the absence, the responsible party may contact animal services ensure an abandonment notice is not placed. The responsible party may call and leave their information and the information of the caretakers so that calling parties will be informed that an animal that appears to be abandoned is not. This service by animal services is free of charge to anyone within the city limits.

(d) It shall constitute abandonment for any responsible party to fail to reclaim or to otherwise leave an animal impounded by animal services at the animal control or other facility, without providing either notification of intent to reclaim the animal or a release of ownership of the animal in writing and payment of any and all applicable fees, except where animal services or a court determines that return of the animal is not permitted. In addition, failure to reclaim an animal by the responsible party after providing notification of intent to reclaim shall further constitute abandonment.

(e) Animal services may, but under no circumstances is required to, accept animals dropped off at the animal control facility or provide for pickup of a live animal in the possession of the responsible party within the city as its capabilities and space may permit, for a fee. In the event that the animal services accepts an animal under this section, the responsible party shall provide a release of ownership of the animal in writing.

(f) Leaving or suffering an animal to remain in or upon a motor vehicle unattended for any length of time under such conditions sufficient to constitute a danger to the health and safety of the animal shall constitute abandonment. An animal control officer or peace officer who finds an animal who appears to be in distress in or upon a motor vehicle may enter the motor vehicle if necessary to remove the animal and impound the said animal. An officer may use reasonable force to enter a locked and unattended vehicle in order to prevent death or serious injury to any animal left unattended in a vehicle. The impounding officer shall make reasonable efforts to notify the responsible party of the impoundment, including by leaving written notice of the impoundment in a prominent place upon the vehicle.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-9. Unsecured animals in vehicles.**

(a) In order to ensure the health, safety and welfare of the pedestrian public, any animal in or upon a motor vehicle shall be secured so as to prevent it from protruding beyond the confines of the vehicle or interfering with the operation of the vehicle by the driver, whether the vehicle is moving or parked.

(b) No animal shall be left unattended or permitted to ride or remain unrestrained in the bed of any truck, whether regular or flatbed.

(1) For purposes of this subsection, an animal shall be deemed restrained if it secured to the bed such that it is prevented from protruding beyond the side or edge of the bed.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-10. Exotic and wild animals.**

(a) It shall be unlawful to own, harbor, maintain, breed, sell or distribute any wild or exotic animal in the city unless such animal is allowed to be sold in the pet trade in the state. Notwithstanding the foregoing, no person shall be permitted to keep, breed, or deal in any wild or exotic animal identified as a high incident rabies carrier by the state's department of health. Anyone maintaining, breeding or dealing in exotic or wild animals under this section shall be properly licensed, as appropriate, to do so by the U.S. Fish and Wildlife Services and New Mexico State Game and Fish Department, and shall otherwise comply with all local, state and federal regulations applicable to such animals.

(b) Every person keeping, breeding or dealing in wild or exotic animals hereunder shall submit a health certificate from a veterinarian to animal services within 14 working days from acquisition of the animal. The health certificate must certify that the animal is in good health and has been vaccinated as appropriate for the species.

(c) Any wild or exotic animal found to be in violation of this section, or maintained in such a manner as to constitute a public nuisance, may be impounded as provided for elsewhere herein.

(d) Notwithstanding the above, zoological parks, veterinary hospitals, humane societies, shelters, research facilities and educational and scientific facilities are excluded from the provisions of this section, provided that the excluded facilities use protective devices adequate to prevent the exotic and wild animals from escaping or injuring the public or constituting a public nuisance.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-11. Disposition of dead animals.**

Except in the case of animals suspected of rabies, which is provided for elsewhere herein, animal services may, upon request of the responsible party, provide for disposition of a dead animal in the possession of such responsible party within the city limits, as its capabilities may permit, for a fee. Whenever animal services is unable to provide for the disposition of a dead animal, the responsible party for the animal shall do so in the manner directed by animal services. Every animal shall be disposed of within 24 hours after its death. It shall be unlawful for the responsible party to permit a dead animal to remain on his or her premises for more than 12 hours.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-12. Running at large.**

It is unlawful for the responsible party to intentionally or negligently permit or suffer any animal to run at large within the city.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-13. Public nuisances.**

It shall be unlawful for the responsible party to keep, maintain or otherwise harbor any animal in a manner constituting a public nuisance, which shall consist of any of the following:

(1) The keeping, maintaining or harboring of any animals classified as livestock or as wild or exotic animals, except as otherwise permitted in this chapter;

(2) Permitting or causing significant damage or destruction by an animal of public property, or of private property when the property rights of a large segment of the neighboring community are affected thereby, whether such public or private property is real, personal, or mixed;

(3) Permitting or causing barking, howling, whining, mewling or other animal noises to the extent that the public peace and quiet is regularly or continuously disturbed;

(4) Permitting, creating or maintaining unsanitary conditions due to animal excrement, diseased animals or the bodies of dead animals, which conditions affect the public health and welfare;

(5) Depositing or leaving animal feces on public property or on the property of another;

(6) Failing to confine any animal in estrus;

(7) Harboring any animal running at large;

(8) Keeping, maintaining or harboring any animal which has not been inoculated against rabies or for which an appropriate license has not been acquired pursuant to the provisions of this chapter;

(9) Maintaining a commercial kennel in a residentially zoned area, unless properly permitted; or

(10) Breeding and/or selling animals in a residentially zoned area, unless properly permitted.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-14. Fines.**

(a) The following offenses shall be subject to the penalties set forth herein:

(1) Running at large:

a. First offense: No less than$25.00

b. Second offense (in calendar year): No less than50.00

c. Third offense (in calendar year): No less than100.00

(2) Cruelty:

a. First offense: No less than100.00

b. Second offense: No less than200.00

c. Third offense: No less than400.00

(3) Abandonment:

a. First offense: No less than100.00

b. Second offense: No less than200.00

c. Third offense: No less than400.00

(4) Public nuisance:

a. First offense: No less than50.00

b. Second offense (in calendar year): No less than100.00

c. Third offense (in calendar year): No less than200.00

(5) Vicious dog: No less than100.00

(6) Care and maintenance:

a. First offense: No less than50.00

b. Second offense (in calendar year): No less than100.00

c. Third offense (in calendar year): No less than200.00

(7) No microchip25.00

(8) Unvaccinated animal25.00

(9) Advertising or selling without a permit:

a. First offense: No less than25.00

b. Second offense (in calendar year): No less than50.00

c. Third offense (in calendar year): No less than150.00

(10) Keeping more than five animals without a permit:

a. First offense: No less than25.00

b. Second offense (in calendar year): No less than50.00

c. Third offense (in calendar year): No less than150.00

(b) Unless otherwise stated in this subsection, the maximum allowable penalty for violation of any provision of this chapter shall be 90 days incarceration and a $500.00 fine.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Secs. 4-15—4-30. Reserved.**

## *ARTICLE II. LIVESTOCK*

### Sec. 4-31. Keeping prohibited in residential areas.

Except as otherwise provided for herein, it shall be unlawful to keep, maintain, breed, sell or harbor any livestock in any area of the city zoned as residential. Nothing in this article shall be

construed to abrogate or otherwise affect any contractual limitations on the keeping of livestock within city limits, including, without limitation, any restrictions found in restrictive covenants, homeowners' association agreements or regulations, or other obligations running with the land.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-32. Leading and driving of livestock.**

It shall be unlawful for any person to ride, drive or lead any livestock through or over any street or alley in the city without having such animal under complete control and securely fastened with a rope or halter. If any person shall ride, drive or lead any such animal as aforesaid without having the animal securely fastened or if any such animal while being so ridden, driven or lead shall break any tree or shrub or go upon or injure the property of another or shall injure any person, the person so riding, driving, or leading such animal shall be guilty of a violation of this section, and the responsible party for such animal shall be liable to the person injured or to the owner of the property injured for all such damages.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-33. Rabbits.**

Up to three domesticated rabbits of the same sex may be kept on any premises within areas zoned R-1, R-2, R-3, provided they are permanently housed in one or more cages or secure enclosures that prevent their escape and are not permitted to run at large upon the responsible party's premises or anywhere else in the city. Such cages and secure enclosures shall comply with the general care and maintenance requirements of this chapter, shall be located ten feet from the nearest property line, and shall further conform to zoning and building requirements. Nothing in this provision shall be construed to permit the keeping of wild rabbits, including, without limitation, cottontail rabbits or jackrabbits.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-34. Poultry.**

Female poultry only may be kept in residentially zoned areas of the City upon the following conditions, in addition to the general care and maintenance requirements of this chapter:

(1) The maximum number of female poultry that may be kept on any individual premises is as follows:

   a. Up to four chickens, ducks or turkeys, or any combination thereof for premises less than 0.4 acres;

   b. Up to ten for premises between 0.4 and one acres;

   c. Up to 25 per acre for premises greater than one acre;

(2) All poultry kept hereunder shall be permanently housed in one or more cages or secure enclosures that prevent their escape and shall not be permitted to run at large upon the responsible party's premises or anywhere else in the city;

(3) Cages or secure enclosures shall be located ten feet from the nearest property line as well as any other structure, and must also conform to zoning and building requirements; and

(4) Cages or secure enclosures shall further allow for species specific behaviors including but not limited to roosting, scratching, dusting, and nesting, and in particular roosting areas shall provide no less than two square feet per bird.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-35. Pigeons.**

Nothing in this chapter shall be construed as prohibiting the keeping within any part of the city of homing pigeons, defined as Antwerp messenger or homing pigeons, also commonly called "carrier pigeons," subject to the following conditions, in addition to the general care and maintenance requirements of this chapter:

(1) No more than 40 homing pigeons shall be kept at any premises;

(2) Every pigeon so kept shall bear upon a leg a seamless band or ring with the name or initials of the responsible party or with an identification or registration number stamped thereon;

(3) Pigeons kept hereunder shall at all times be kept confined in proper cages or lofts except when released for necessary exercise and training under restraint and control of the responsible party and shall not be permitted to alight upon buildings and property of others; and

(4) Cages or lofts for homing pigeons shall be located at least ten feet from the nearest property line and shall be in conformity with applicable zoning and building requirements.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-36. Vietnamese pigs.**

One Vietnamese pig, also known as an Asian potbellied pig, weighing less than 100 pounds, may be kept per premises or dwelling unit in the city, subject to the general care and maintenance requirements of this chapter. In addition, the responsible party shall obtain a permit from animal services for any such pig kept in the city. Prior to issuance of the permit, the responsible party shall furnish registration papers, an annual certificate of health (indicating the absence of pseudorabies, brucellosis, and leptospirosis), and proof of current inoculation against leptospirosis and rabies for the animal.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Secs. 4-37—4-50. Reserved.**

## *ARTICLE III. DOGS AND CATS*

### Sec. 4-51. Keeping of dogs and cats.

(a) Up to five dogs or cats, or any combination thereof, may be kept on any premises or in any dwelling unit within the city, subject to the following conditions, in addition to the care and maintenance requirements of this chapter:

(1) Each animal kept hereunder shall be inoculated against rabies by a veterinarian by the age of three months old and the responsible party shall maintain evidence thereof;

(2) Except in the case of appropriately permitted breeders, each animal kept shall be altered prior to six months of age;

(3) The responsible party shall register each animal with animal services and provide documentation certifying the animal is altered and inoculated against rabies; and

(4) Each animal shall be microchipped.

(b) Every responsible party shall comply with the above requirements for the keeping of dogs and cats within 30 days of acquiring the animal or bring such animal into the city.

(c) Nothing hereunder shall permit the keeping or harboring of coyotes, wolves, or other wild canids, nor of any type of wild feline, nor of any hybrid of a domesticated and wild dog or cat, any and all of which shall be deemed for purposes of this chapter as wild animals.

(d) Provided that nothing in this sub-section permits breeding of an animal without the appropriate permit, any cat or dog kept hereunder may be exempted from the requirement of being altered and the responsible party for the animal shall not be required to obtain a breeder's permit to kept the animal if:

(1) It is certified in writing by a veterinarian that the procedure would constitute a danger to the health and wellbeing of the animal;

(2) The dog is registered as purebred by the United Kennel Club or the American Kennel Club, and such paperwork has been provided to animal services;

(3) The responsible party has applied, paid for and obtained an alteration exemption from animal services.

a. Alteration exemptions may be granted at the discretion of animal services based upon a showing of necessity and shall be revoked upon a determination that the responsible party has bred the animal without obtaining a litter or breeder's permit or has permitted the animal to run at large.

(e) It is unlawful to keep, maintain or harbor more than five dogs or cats, or any combination thereof, without first obtaining an applicable permit from animal services.

(f) Non-residents who keep dogs or cats within the city limits for less than 90 days shall not be required to obtain a microchip or register the animal with animal services, but in no circumstances shall any individual bring into the city any unvaccinated or unaltered dog or cat, unless otherwise permitted specifically herein.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-52. Additional care and maintenance requirements.**

(a) The area provided for dogs and cats kept under this article, whether in secure runs, kennels or security perimeter fence must be as follows:

(1) Eighty square feet of area shall be provided per each dog weighing less than 30 pounds;

(2) One hundred square feet of area shall be provided per each dog weighting between 30 and 59 pounds;

(3) One hundred twenty square feet of area shall be provided per each dog weighing over 60 pounds;

(4) Twenty-five square feet of area shall be provided per each cat, excluding the area occupied by the litter box.

(b) It shall be deemed cruelty to tie a dog outside, except under the following circumstances:

(1) The dog is secured by a chain, cable, or other device not capable of being chewed-through, torn-out or otherwise severed by the dog;

(2) The chain, cable or device must be affixed to the dog by use of a non-abrasive, comfortable fitted collar or harness.

(3) The chain, cable, or device must be at least 12 feet long only shortened as to allow the dog to stay within the confines of the enclosed area. The devices must be fastened so the dog can sit, walk and lie down comfortably; and must be unobstructed by objects that may cause the device or dog to become entangled or strangled. Any chain or tether shall have swivels on both sides and the fixed point for the chain must be stationary.

(4) A dog restrained by a fixed point chain, cable or device must be released at least three times in any 24-hour period for at least 30 minutes each time.

(5) The chain, cable or device shall not exceed one-eighth of the dogs body weight.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-53. Dogs and cats running at large.**

(a) A dog shall be deemed to be running at large if:

(1) The dog is not in the immediate control of the responsible party and restrained by a leash; or

(2) The dog is unrestrained on the responsible party's premises, where the premises is not fenced in a manner to prevent the dog from escaping said premises.

(b) The foregoing notwithstanding, a dog which is released and kept within the confines of a dog park designated by animal services shall not be deemed to run at large.

(c) Cats otherwise complying with the requirements of this chapter, including the requirements of alteration, registration, microchipping, and inoculation, may be permitted to roam beyond the responsible party's premises, and shall not be deemed to run at large or be abandoned or

neglected, so long as the responsible party maintains the health, nutrition and welfare of the cat and the cat does not constitute a nuisance to the surrounding property owners or community.

(d) Nothing in this chapter shall prohibit animal services from instituting a "neuter/spay and release" program for stray cats and any cat roaming free pursuant to such a program shall not be deemed to run at large or be abandoned, so long as they are microchipped, ear-tipped or bear other indication of participation in such program.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-54. Vicious dogs.**

(a) It shall be unlawful for any person to keep, maintain or harbor a vicious dog, where the individual knows or has reason to know that the animal is vicious.

(b) Every animal control officer or peace officer shall impound any dog which he or she reasonably determines to be vicious. In the event that such officer reasonably determines that the vicious dog cannot be safely apprehended and constitutes an immediate danger to any person or domesticated animal, the officer is authorized to destroy such dog immediately without further notice to any responsible party.

(c) In any case in which the court adjudicates beyond a reasonable doubt that a dog is vicious, the court shall forthwith order the destruction of such dog, regardless of whether the responsible was found guilty of knowingly keeping such animal, subject to any applicable right of appeal. Under no circumstances shall a dog determined beyond a reasonable doubt to be vicious be returned to the responsible party or adopted by any individual.

(d) No dog shall be determined to be vicious where:

(1) The dog was used by a law enforcement official for legitimate law enforcement purposes;

(2) The threat, injury or damage was sustained by a person or domestic animal who was:

a. Trespassing upon premises occupied by the owner or the dog;

b. Provoking, tormenting, abusing or assaulting the dog or had repeatedly, in the past, provoked, tormented, abused or assaulted the dog; or

c. Committing or attempting to commit a crime; or

(3) The dog was:

a. Responding to pain or injury;

b. Protecting itself or its offspring; or

c. Protecting or defending a human being or domestic animal from attack or assault.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-55. Guard dogs.**

Premises with guard dogs shall be posted with warning signs that are at least 12 inches long on each side. The warning signs shall state "Guard Dog" and "Guardia" and shall show a picture of an "aggressive" dog. The warning signs shall be posted not more than 50 feet apart on the exterior of the fences or walls surrounding the site and shall be posted at all exterior corners of the site and at every entrance indoor and outdoor to the site.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-56. Multiple dog and cat permit.**

(a) Nothing to the contrary herein withstanding, more than five dogs or cats, or any combination thereof, may be kept at a premises or dwelling unit, if the person has obtained a multiple dog and cat permit from animal services. Animal services shall not issue such a permit hereunder except upon a showing that the responsible party is in compliance with all other requirements hereunder for keeping of dogs and cats. The maximum number of animals which may be permitted by a multiple dog and cat permit shall be ten animals at a given premises or a dwelling unit.

    (1) Animal services shall retain discretion to refuse, limit or revoke any multiple dog and cat permit upon a determination that the premises or dwelling unit is not suitable, the responsible party is not able to maintain the health, safety and welfare of the animals, the animals would constitute a public nuisance or danger, or the responsible party has violated any provision of this chapter.

(b) The following shall be exempt from the necessity of obtaining a multiple dog and cat permit and shall not be subject to the maximum animal limitation, provided they are otherwise in compliance with the requirements of this chapter and all applicable state and federal laws:

    (1) Certified charitable animal rescue organizations operating a professional dedicated kennel facility;

        a. Individuals fostering dogs or cats at a private residence may be exempted from obtaining a multiple dog and cat permit but shall be subject to the maximum animal limitation.

    (2) Sellers and breeders of cats and dogs, otherwise appropriately permitted hereunder;

    (3) Competitive sporting events;

    (4) Individuals or groups holding an applicable state or federally regulated permit.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-57. Breeding prohibited without a permit.**

(a) Except as otherwise provided for herein, it is unlawful to keep, maintain or harbor unaltered dogs or cats, or to breed such animals, within the city without a breeder's permit issued by animal services. Animal services may condition issuance of a breeder's permit upon membership, accreditation or other recognition of the responsible party by an appropriate

nationally recognized breeder's club or organization. Animal services shall not issue such a permit hereunder except upon a showing that the responsible party is in compliance with all other requirements hereunder for keeping of dogs and cats. Every responsible party holding a breeder's permit shall be subject to inspection by animal services, upon reasonable notice.

(b) A responsible party who unintentionally breeds a dog or cat and who does not have a current breeder permit shall obtain a litter permit for any such resulting litter, subject to the following:

(1) Except in the case of fosters, no person shall be issued more than one litter permit per year;

(2) A litter permit is valid for six months from date of issue and must be obtained no later than one week after the birth of the litter;

(3) An individual who fosters or takes ownership of a dog or cat which is already pregnant shall also be required to acquire a litter permit, but may be exempted from the payment of any associated fees if such individual is not otherwise responsible for the animal breeding;

(4) A responsible party who has obtained a litter permit shall be exempt from the requirement of a multiple dog and cat permit and the maximum animal limitation, with regard to the resulting litter, for the duration of the permit;

(5) The responsible party shall be permitted to sell, barter or give away the kittens or puppies of the litter covered by the permit only, without the necessity of obtaining a seller's permit, provided the applicable litter permit number is displayed legibly in all advertisements and furnished upon demand by any potential recipient.

(c) Every holder of a breeder's or litter permit shall be responsible for registering, microchipping, inoculating, and, when age-appropriate, altering, each and every pup or kitten birthed pursuant to the permit.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-58. Sale prohibited without a permit.**

(a) It shall be unlawful to sell, offer for sale, barter, give away or otherwise dispose of a dog or cat in the city without an appropriate seller's permit issued by animal services.

(b) Animal services shall not issue such a permit hereunder except upon a showing that the responsible party is in compliance with all other requirements hereunder for keeping of dogs and cats and has obtained an applicable business license. Every seller's permit shall specify the location and the types of animals (dogs and/or cats) which may be sold, and the total number of inventory of such animals that may be maintained at the location at any time. Every responsible party holding a seller's permit shall be subject to inspection by animal services, upon reasonable notice.

(c) The permit number of the applicable seller's permit issued by animal services shall be displayed legibly on or in all advertisement and furnished to any potential recipient upon request.

(d) It shall be the responsibility of the transferring party to document and notify animal services of the sale, transfer or rehoming of every dog or cat, including the recipient of such animal. No one shall sell, transfer or rehome any dog or cat which is not already registered, microchipped, inoculated and, when age-appropriate, altered.

(e) It shall be unlawful under any circumstances to offer a dog or cat, or any other domesticated animal sold in the pet trade in the state, as a prize, gift, give-away, or award for a contest, game, sport or as an incentive to purchase merchandise.

(f) No dog or cat under eight weeks of age shall be sold or transferred, except with the mother, unless the mother is dead or missing.

(g) The following shall be exempt from the requirement of obtaining a seller's permit:

(1) Transfers to and by certified city-recognized charitable animal rescue organizations; and

(2) One-time re-homing, on a non-commercial basis, of five animals or less over the age of six months old, for no greater than $25.00 per animal, provided that the transfer of ownership shall be registered with animal services and subject to any reasonable transfer fees imposed by animal services.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Secs. 4-59—4-70. Reserved.**

## *ARTICLE IV. IMPOUNDMENT*

### Sec. 4-71. Impoundment authorized.

(a) Every animal control officer or peace officer is hereby authorized to impound any animal determined by such officer to be running at large, abandoned, neglected, vicious, injured, infected by rabies or other illness, or otherwise kept, maintained or harbored in violation of this chapter.

(b) In the event that a responsible party refuses to release any animal subject to lawful impoundment to an animal control officer or peace officer upon demand, such officer may obtain a warrant based upon probable cause from a court of competent jurisdiction specifying the animal to be seized and the location of the animal, permitting the officer to enter onto such property and impound such animal.

(Ord. No. 20-01 , § 1, 1-9-2020)

### Sec. 4-72. Proceedings against responsible party.

(a) When an animal is impounded, the apprehending officer shall cite and institute proceedings in a court of competent jurisdiction, as appropriate, against the responsible party or parties for any violations of this chapter determined by the officer, as provided for elsewhere herein, in addition to impoundment of the animal.

(b) The court shall set a hearing as soon as possible, but no later than seven days after initiation of proceedings against the responsible party, in order to determine whether the animal is to be held in impoundment pending resolution of the violation or may be released to the

responsible party and shall issue an order upon completion of the hearing releasing the animal from court supervision or directing animal services to hold the animal until further order of the court. No animal shall be released pending resolution in cases alleging viciousness, neglect, abandonment or abuse.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-73. Notice to responsible party.**

As soon as practical after impoundment of an animal, the animal services shall cause to be posted in a conspicuous place in the office of the animal control facility for three consecutive days a notice of impoundment, which notice shall set forth a general description of animal impounded, the location where the animal was taken, the date of impoundment, and disposition. In addition, the officer shall make reasonable efforts to determine and locate the responsible party in order to provide notice of the impoundment. Notice upon the responsible party may be made by posting a copy at the last known address of the responsible party.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-74. Reclamation.**

(a) The responsible party shall reclaim his or her animal immediately upon notice that such animal has been impounded hereunder, however, the animal shall not be returned to the responsible party where it was impounded based on viciousness, abandonment, cruelty or suspicion of rabies, or it has not been released by a court, as provided for above. Under such circumstances, animal services shall retain the animal pending further order of the court, final adjudication of the alleged violation of this chapter, or determination regarding rabies.

(b) No animal found by the court beyond a reasonable doubt to be vicious, or to have been abandoned or subjected to cruelty by the responsible party shall be returned to such individual.

    (1) The forgoing notwithstanding, a court may order return of an animal in cases involving negligence of the responsible party, but not including cases of vicious dogs, upon satisfaction by the responsible party of such requirements as the court may deem appropriate for the maintenance of the wellbeing of the animal.

(c) No animal shall be returned to the responsible party if animal services determines that the animal is not kept in compliance with the requirements of this chapter, including, as appropriate, having the animal altered, microchipped, and vaccinated. Animal services shall have the right but not the obligation to alter, microchip and/or vaccinate, as appropriate, any animal before releasing it back to the responsible party and the responsible party shall be required to pay all applicable fees for such services.

    (1) An animal required to by altered under this chapter that is not altered by animal services prior to release to the responsible party shall be delivered to a licensed veterinarian designated by the responsible party for alteration and the responsible party shall be responsible for pickup of the animal upon release from the veterinarian. Any additional fees assessed by the veterinarian shall be paid by the reclaiming party.

(d) Animal services shall hold an impounded animal for reclamation by the responsible party for four days, after which time, the animal shall be subject to adoption and destruction as provided for herein below, provided however that animal services shall release the animal to the responsible party at any time such party comes forward after the reclamation period but prior to adoption or destruction, if release is otherwise permitted by this section.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-75. Adoption.**

(a) Any animal which has not been reclaimed by the responsible party within four days of its impoundment or release from court supervision may be adopted by another person or a charitable rescue organization certified with the city, upon satisfaction of all requirements for keeping, including microchipping, altering, and inoculating the animal, as well as payment of any applicable adoption fees. Animal services may, but is not required, to provide vaccination and alteration services by a licensed veterinarian at the animal control facility prior to adoption, at the adopting party's expense. In the event that animal services does not so provide, it will deliver the animal to a licensed veterinarian, designated by the adopting party, for alteration and the adopting party shall be responsible for pickup of the animal upon release by the veterinarian. Any additional fees assessed by the veterinarian shall be paid by the adopting party.

(b) Upon adoption, animal services shall execute a bill of sale and transfer of ownership to the adopting party, which shall constitute conclusive proof of ownership of the animal and any previous responsible party having failed to timely reclaim the animal shall have no recourse.

(c) No person shall adopt an animal, or knowingly allow an animal to be adopted for the purpose of research, experimentation, breeding without a permit or fighting. No person shall adopt an animal from Roswell Animal Services for the purpose of selling or auctioning the animal to another party except as otherwise permitted hereunder.

(d) Animal services may refuse to permit adoption of an animal to any party it deems, in its absolute discretion, to be unfit for any reason including, without limitation:

    (1) Previous adjudication of animal cruelty, abandonment, or other offense involving abuse of an animal;

    (2) Incapacitation due to substance abuse; or

    (3) Inability to keep the animal in compliance with the care and maintenance requirements of this chapter.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-76. Unclaimed animals.**

Animals not reclaimed by the responsible party shall be held for adoption, as provided for above, by animal services at the animal control facility or other appropriate facility based upon animal services policies and procedures. Such animals shall be retained by animal services until such time as space is no longer available or the animal is deemed unadoptable, based upon animal services' standard operating procedures.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-77. Sick, injured and dying animals.**

An animal control officer may impound any animal that is sick, injured or dying when the responsible party cannot be immediately located, provided that any potentially contagious animal shall be quarantined. In the event of sickness or injury of an impounded animal, either upon the ACO's own evaluation or upon the instruction of a licensed veterinarian, the ACO may take such action as called for to prevent undue pain and suffering or spread of contagion, including humanely destroying the animal.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Secs. 4-78—4-90. Reserved.**

## *ARTICLE V. RABIES CONTROL*

**Sec. 4-91. Possession of rabid animals prohibited.**

(a) It shall be unlawful for any person to keep, maintain or harbor any animal which is known or believed by such individual to be infected with rabies.

(b) A responsible party shall surrender any animal suspected of rabies into the custody of animal services immediately.

(c) It shall be unlawful to remove any animal suspected of rabies from the city, or to secret or hide such animal from animal services.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-92. Mandatory reporting of rabid animals.**

Any person who is bitten or injured by an animal that the person suspects to be rabid, or who otherwise suspects an animal to be infected by rabies, shall report such animal to animal services immediately.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-93. Disposition of rabid animals by animal services.**

(a) Any animal control officer or peace officer who suspects any animal of being rabid shall immediately impound and quarantine such animal if the officer may do so safely. In the event the officer reasonably determines that the suspected rabid animal cannot be safely apprehended and constitutes an immediate danger to any person or domesticated animal, the officer is authorized to destroy such animal immediately without further notice to any responsible party.

(b) Any officer impounding any animal pursuant to this section shall immediately report such animal to the district health officer and cause such animal, if it is domesticated, to be quarantined at animal services or at another location deemed to be safe and suitable for quarantine and at the responsible party's expense.

(1) Quarantine shall be continued for a ten-day period or as the district health officer shall direct or deem necessary. The animal shall not be released from quarantine except upon authorization of the district health officer and upon payment by the responsible party thereof of the charges for its care and feeding, together with all other expenses and costs incident to custody and observation.

(2) Should the animal show any signs of rabies within the ten-day period the animal shall be humanely destroyed and the head sent to a laboratory for rabies testing.

(c) Any wild animal not born or reared in captivity that bites a person or otherwise shows any sign of rabies shall be destroyed immediately and the head sent to a laboratory for testing.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-94. Carcass of animal dying of rabies.**

The carcass of any animal which has died of rabies or has been suspected of having such disease shall be surrendered immediately to the district health officer for disposition.

(Ord. No. 20-01 , § 1, 1-9-2020)

SECTION 3. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 4. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 5. This ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED and APPROVED ________, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

**ORDINANCE 24-22**

**AN ORDINANCE AMENDING CHAPTER 4 OF THE ROSWELL CITY CODE**

WHEREAS, Chapter 4 of the Roswell City Code regulates animals and fowl within the City limits; and

WHEREAS, The City Council wishes to update and reorganize Chapter 4 of the Roswell City Code in order to promote clarity and improve implementation.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION 1. Chapter 4 –Chapter 4 of the Roswell City Code is amended and shall provide as follows:

# Chapter 4 ANIMALS

## *ARTICLE I. IN GENERAL*

### Sec. 4-1. Definitions.

(a) Except as otherwise provided, the following definitions shall apply to this entire chapter:

*Abandonment* means leaving an animal for which the individual is the responsible party for more than 24 hours without providing appropriate and adequate food, water and/or shelter during the responsible party's absence. Abandonment shall include willfully leaving unattended an animal for which the party is responsible on or in any street, road, highway, or public place, or on private property of another without that property owner's permission.

*Altered* means to have an animal ~~spayed~~rendered incapable of reproduction through either surgical or ~~neutered~~chemical means.

*Animal* means any member of the Animal Kingdom excluding humans.

*Animal ~~control~~services officer* or *ACO* means any person authorized by the city to enforce this chapter and other applicable animal ~~control~~services laws, orders, and regulations.

*Animal ~~control~~services facility* means premises designated by the city for the purpose of impounding and caring for animals coming into the city's custody.

*Animal services* means the animal services department of the City of Roswell.

*Breeding* means allowing, either intentionally or unintentionally, a dog, cat, or other domesticated animal to produce offspring.

*Cat* means Felis Catus

*District health officer* means the district personnel having jurisdiction within the local health office of the State of New Mexico.

*Dog* means Canis lupus familiaris

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*Domesticated* means ~~a species of~~an animal that has been tamed to serve as a ~~companion~~domesticated animal to humans, a work animal for humans, or for human consumption.

*Ear-tip* removing approximately a quarter-inch off the tip of the cat's ear in a straight line cut, the universal sign of a sterilized, unowned cat. If these requirements are met, the ear-tipped cat is exempt from licensing, certain stray and at-large provisions of this chapter and may be exempt from other provisions directed toward owned animals.

*Exotic animal* means any animal that is not native to New Mexico or not typically identified as a domestic pet.

*Foster* means to keep and care for any domesticated animal, under the supervision of ~~a City-recognized~~an animal rescue organization, for a period of 6 months or less and without taking ownership of the animal, with the purpose of locating a permanent home for the animal.

*Guard dog* means a dog trained to attack on command or to protect persons or property and who will cease to attach upon command.

*Harbor* means to allow, either intentionally or unintentionally, any stray domesticated animal to linger on or about one's premises, for three consecutive days or more, by feeding or sheltering such domesticated animal without making all effective provisions for such domesticated animals required by this chapter. Any person harboring ~~an~~a domesticated animal shall be treated as its responsible party and subject to the applicable provisions of this chapter.

*Impoundment* means the taking into custody and commitment by an animal ~~control~~services officer or peace officer of any animal to the animal ~~control~~services facility or other appropriate facility, including a kennel, shelter, veterinary hospital, lot, premise, or building maintained, contracted or utilized by the city for the care and custody of animals.

*Livestock* means all animals that have been domesticated for cultivation and/or domesticated animals that are used for human consumption and includes horses, asses, mules, cattle, bison, buffalo, beefalo, camelids, ostriches, emus, rheas, sheep, goats, swine, peafowl, poultry, farmed cervidae, and bees, but excludes cats and dogs.

*Microchipped* means to have implanted in a dog or cat a working identification microchip which stores a unique identification number corresponding to the responsible party's contact information for the microchipped animal and which is registered with animal services or an approved third party. The microchip must be compatible with an ISO/Universal Scanner.

*Neglect* means failure by the responsible party to provide ~~an~~a domesticated animal in his or her possession with all necessities, including appropriate and adequate food, water, shelter, and veterinary care.

*Poultry* means domesticated chickens, ducks, quail, and turkeys.

*Premises* means a single contiguous parcel of real property located within the city and owned by one or more individuals.

*Quarantine* means the strict isolation of a potential rabies suspect domesticated animal for a ten-day observation period at a place and in a manner designated by the animal ~~control~~services officer and approved by a district health office.

*Responsible party* means any party having ownership, possession, care or custody of ~~an~~a domesticated animal.

*Run at large* means ~~to be~~a domesticated animal that is free of physical restraint beyond the premises of the responsible party, except as specifically permitted in this chapter.

*Sexual abuse of animals* means intentionally engaging in sexual intercourse, cunnilingus, fellatio, or anal intercourse with an animal or the causing of penetration, to any extent and with any object, of the genital or anal openings of an animal, whether or not there is any emission.

*Tether* means any chain, rope, leash, tie out, cable, or wire attached to an and is also attached to a stationary or non-stationary object as a means of restraint.

*Dwelling unit* means an individual apartment unit, townhouse, condominium or other dwelling structure.

*Stray* means any domesticated animal, livestock or poultry running at large.

*Vicious dog* means any dog that constitutes a physical threat to persons or to other domesticated animals by causing serious injury, meaning ~~a~~any physical injury, that does not rise to the level of great bodily harm, that results in broken bones~~, multiple bites~~ or ~~disfiguring~~ lacerations ~~requiring~~ that require medical attention involving multiple sutures or ~~reconstructive~~comparable methods for wound closure or cosmetic surgery.

*Vermin* means any wild animal injurious to humans or domesticated animals or to personal or real property, not otherwise protected under New Mexico or United State law.

*Wild animal* means any animal under the jurisdiction of the New Mexico Department of Game and Fish.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-2. Animal ~~control~~services facility.**

The city manager is authorized to establish an animal ~~control~~services facility on behalf of the city, to be operated by animal services by and through its animal ~~control~~services officers, who shall have the authority to enforce the provisions of this chapter, or the city manager may, subject to the approval of the governing body, contract with a public or private person or organization for operation of the animal ~~control~~services facility for and on behalf of the city.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-3. Enforcement.**

(a) Violation of any section of this chapter shall constitute a petty misdemeanor.

(b) It shall be unlawful for any person to interfere with, hinder, molest or obstruct any animal ~~control~~services officer or peace officer in the discharge of official duties under this chapter.

(c) An animal ~~control~~services officer or peace officer is authorized to pursue vicious dogs, domesticated animals or livestock running at large or any animal exhibiting symptoms of rabies ~~onto private premises without a prior court order, unless permission to make such pursuit is explicitly refused by the occupant.~~ .

(d) Upon determination that any animal has been kept, maintained or harbored in violation of any provision of this chapter, an animal ~~control~~services officer ~~shall~~may determine the responsible party or parties for such animals and cite such persons for the violations and institute appropriate proceedings in a court of competent jurisdiction on behalf of the city.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-4. Records.**

Animal services shall maintain, or cause to be maintained, accurate records of all dogs and cats registered and all permits issued hereunder, and shall further maintain records of the disposition, release, return or redemption of any animal impounded by the city, reflecting a general description of the animal, the date of redemption, the name and address of the person to whom released, the microchip number and fees paid.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-5. Cruelty to animals.**

(a) It shall be unlawful to commit cruelty to any animal, consisting, without limitation, of:

(1) Negligently mistreating, injuring, killing without lawful justification or tormenting an animal, including:

a. Neglecting or abandoning ~~an~~a domesticated animal by the responsible party;

b. Driving or working any animal beyond its physical capacity or working any animal that is unfit for the labor;

c. Hobbling livestock or other animals by any means which may cause injury or damage to the animal;

d. Making accessible to any animal a substance which has been treated or prepared with harmful or poisonous material which may harm or kill an animal;

e. Placing or confining an animal or allowing an animal to be placed or confined or to remain in or upon a motor vehicle under such conditions or for such period of time as may endanger the health or well-being of the animal due to heat/cold, lack of food or drink, or other circumstances as may reasonably be expected to cause suffering, disability or death;

(2) Sexually abusing an animal;

(3) Setting a steel leg-hold trap in order to trap an animal; or

(4) As elsewhere provided for in this chapter.

(b) As used in this section, "lawful justification" means:

(1) Humanely destroying a sick or injured animal; or

(2) Protecting a person or domesticated animal from death or injury due to an attack by another animal.

(c) Nothing herein shall prohibit:

(1) Any animal ~~control~~services officer from using a tranquilizer gun, snare, or trap to humanely capture domesticated animals as ~~reasonable~~reasonably necessary for the ~~control~~services of such animal;

(2) Destroying a vicious or rabid dog as otherwise permitted hereunder; or

(3) The eradication by an individual of vermin which present a danger to the health and safety of any human or animal or to personal or real property.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-6. Unlawful retention of stray animals.**

It shall be unlawful for any individual to keep, harbor, hold or retain possession of any stray domesticated animal for more than 24 hours without notifying the responsible party, if known, or otherwise reporting the animal to animal services.

(1) The report shall contain the person's name and address, a true and complete statement of the circumstances under which the animal was obtained, and the precise location where the animal is confined or located. Should the animal be returned to the responsible party, animal services will be contacted to close out the report.

(2) If the responsible party does not come forward within four days, the person in custody of the animal may take ownership of said animal, subject to any and all requirements of keeping such animal provided for by this chapter.

(3) Prior to taking ownership of the animal as provided for herein above, no person having a stray animal in his or her possession shall refuse to immediately surrender the animal to an animal ~~control~~services officer or to the responsible party upon request.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-7. General care and maintenance requirements.**

The responsible party for ~~an~~a domesticated animal shall provide such care as to maintain the good health and well-being of the animal and in particular, shall provide:

(1) Adequate amounts, and with adequate frequency, of fresh potable water and food sufficient and appropriate for the species, life stage, and medical condition of the animal;

(2) An enclosure of species appropriate size maintained free of garbage, feces, and other debris, as well as insect infestations, including ant-hills, wasp nests, flea, tick and maggot infestations, that might endanger the animal's health or safety, and which is sufficiently enclosed to protect the animal from predators;

(3) Adequate shelter consisting of a structurally sound, species appropriate, weatherproof housing or enclosure with elevated flooring and proper ventilation, with at least three

walls and a roof to protect from injury, rain, sleet, snow, hail, and direct sunlight, and large enough to accommodate the animal comfortably;

(4) In winter months, clean species appropriate bedding or safe heating device to ensure warmth;

(5) Adequate shade from direct sunlight in addition to the shelter referenced above; and

(6) Professional veterinary care and necessary grooming as to maintain the animal's good health and protection from extreme weather elements and parasites.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-8. Abandoned domesticated animals.**

(a) It shall be unlawful for the responsible party to abandon ~~an~~a domesticated animal.

(b) Whenever an animal ~~control~~services officer finds that any domesticated animal in or upon any premises has been abandoned, the ACO may enter onto the premises where said animal is located and impound the domesticated animal for its safety and welfare, provided that if the animal is not in immediate distress and the abandonment of the animal is not clear to the ACO, the officer will leave a notice giving the owner of the premises 24 hours to respond before taking the animal into protective custody.

(c) If ~~an~~a domesticated animal is to be left at a premises by the responsible party but with adequate provision for its welfare during the absence, the responsible party may contact animal services ensure an abandonment notice is not placed. The responsible party may call and leave their information and the information of the caretakers so that calling parties will be informed that an animal that appears to be abandoned is not. This service by animal services is free of charge to anyone within the city limits.

(d) It shall constitute abandonment for any responsible party to fail to reclaim or to otherwise leave ~~an~~a domesticated animal impounded by animal services at the animal ~~control~~services or other facility, without providing either notification of intent to reclaim the animal or a release of ownership of the animal in writing and payment of any and all applicable fees, except where animal services or a court determines that return of the animal is not permitted. In addition, failure to reclaim ~~an~~a domesticated animal by the responsible party after providing notification of intent to reclaim shall further constitute abandonment.

(e) Animal services may, but under no circumstances is required to, accept domesticated animals dropped off at the animal ~~control~~services facility or provide for pickup of a live domesticated animal in the possession of the responsible party within the city as its capabilities and space may permit, for a fee. In the event that the animal services accepts ~~an~~a domesticated animal under this section, the responsible party shall provide a release of ownership of the animal in writing.

(f) Leaving or suffering an animal to remain in or upon a motor vehicle unattended for any length of time under such conditions sufficient to constitute a danger to the health and safety of the animal shall constitute abandonment. An animal ~~control~~services officer or peace officer who finds an animal who appears to be in distress in or upon a motor vehicle may

enter the motor vehicle if necessary to remove the animal and impound the said animal. An officer may use reasonable force to enter a locked and unattended vehicle in order to prevent death or serious injury to any animal left unattended in a vehicle. The impounding officer shall make reasonable efforts to notify the responsible party of the impoundment, including by leaving written notice of the impoundment in a prominent place upon the vehicle.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-9. Unsecured animals in vehicles.**

(a) In order to ensure the health, safety and welfare of the pedestrian public, any animal in or upon a motor vehicle shall be secured so as to prevent it from protruding beyond the confines of the vehicle or interfering with the operation of the vehicle by the driver, whether the vehicle is moving or parked.

(b) No animal shall be left unattended or permitted to ride or remain unrestrained in the bed of any truck, whether regular or flatbed.

(1) For purposes of this subsection, an animal shall be deemed restrained if it secured to the bed such that it is prevented from protruding beyond the side or edge of the bed.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-10. Exotic and wild animals.**

(a) It shall be unlawful to own, harbor, maintain, breed, sell or distribute any wild or exotic animal in the city unless such animal is allowed to be sold in the pet trade in the state. Notwithstanding the foregoing, no person shall be permitted to keep, breed, or deal in any wild or exotic animal identified as a high incident rabies carrier by the state's department of health. Anyone maintaining, breeding or dealing in exotic or wild animals under this section shall be properly licensed, as appropriate, to do so by the U.S. Fish and Wildlife Services and New Mexico State Game and Fish Department, and shall otherwise comply with all local, state and federal regulations applicable to such animals.

(b) Every person keeping, breeding or dealing in wild or exotic animals hereunder shall submit a health certificate from a veterinarian to animal services within 14 working days from acquisition of the animal. The health certificate must certify that the animal is in good health and has been vaccinated as appropriate for the species.

(c) Any wild or exotic animal found to be in violation of this section, or maintained in such a manner as to constitute a public nuisance, may be impounded as provided for elsewhere herein.

(d) Notwithstanding the above, zoological parks, veterinary hospitals, humane societies, shelters, research facilities and educational and scientific facilities are excluded from the provisions of this section, provided that the excluded facilities use protective devices adequate to prevent the exotic and wild animals from escaping or injuring the public or constituting a public nuisance.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-11. Disposition of dead animals.**

Except in the case of animals suspected of rabies, which is provided for elsewhere herein, animal services may, upon request of the responsible party, provide for disposition of a dead animal in the possession of such responsible party within the city limits, as its capabilities may permit, for a fee. Whenever animal services is unable to provide for the disposition of a dead animal, the responsible party for the animal shall do so in the manner directed by animal services. Every animal shall be disposed of within 24 hours after its death. It shall be unlawful for the responsible party to permit a dead animal to remain on his or her premises for more than 12 hours.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-12. Running at large.**

It is unlawful for the responsible party to intentionally or negligently permit or suffer any domesticated animal to run at large within the city.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-13. Public nuisances.**

(a) It shall be unlawful for the responsible party to keep, maintain or otherwise harbor any animal in a manner constituting a public nuisance, which shall consist of any of the following:

(1) The keeping, maintaining or harboring of any animals classified as livestock or as wild or exotic animals, except as otherwise permitted in this chapter;

(2) Permitting or causing significant damage or destruction by ~~an~~domesticated animal of public property, or of private property when the property rights of a large segment of the neighboring community are affected thereby, whether such public or private property is real, personal, or mixed;

(3) Permitting or causing barking, howling, whining, mewling or other domesticated animal noises to the extent that the public peace and quiet is ~~regularly~~ or continuously disturbed; This provision shall not apply to public Zoos and approved and properly zoned animal shelters;

(4) Permitting, creating or maintaining unsanitary conditions due to animal excrement, diseased animals or the bodies of dead animals, which conditions affect the public health and welfare;

(5) Depositing or leaving animal feces on public property or on the property of another;

(6) Failing to confine any animal in estrus;

(7) ~~Harboring any animal running at large;~~

~~(8)~~ Keeping, maintaining or harboring any domesticated animal which has not been inoculated against rabies or for which an appropriate license has not been acquired pursuant to the provisions of this chapter;

(~~9~~8) Maintaining a commercial kennel in a residentially zoned area, unless properly permitted; or

(~~10~~9) Breeding and/or selling animals in a residentially zoned area, unless properly permitted.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-14. Fines.**

(a) The following offenses shall be subject to the penalties set forth herein:

(1) Running at large:

a. First offense: No less than~~$25~~ $50.00

b. Second offense (in calendar year): No less ~~than50~~than $75.00

c. Third offense (in calendar year): No less ~~than100~~than $150.00

(2) Cruelty:

a. ~~First offense:~~ No less ~~than100~~than $500.00

~~b. Second offense: No less than200.00~~

~~c. Third offense: No less than400.00~~

(3) Abandonment:

a. First offense: No less ~~than100~~than $125.00

b. Second offense: No less ~~than200~~than $25.00

c. Third offense: No less ~~than400~~than $425.00

(4) Public nuisance:

a. First offense: No less ~~than50~~than $100.00

b. Second offense (in calendar year): No less ~~than100~~than $200.00

c. Third offense (in calendar year): No less ~~than200~~than $300.00

(5) Vicious dog: No less ~~than100~~than $100.00 and no more than $500.00

(6) Care and maintenance:

a. First offense: No less ~~than50~~than $75.00

b. Second offense (in calendar year): No less ~~than100~~than $125.00

c. Third offense (in calendar year): No less ~~than200~~than $225.00

(7) ~~No microchip25~~Failure to Chip and register $50.00

(8) Unvaccinated ~~animal25~~animal $50.00

(9) Advertising or selling without a permit:

a. First offense: ~~No less than25~~$300.00

b. Second offense (in calendar year): ~~No less than50~~$400.00

c. Third offense (in calendar year): ~~No less than150~~$500.00

(10) Keeping more than five animals without a permit:

a. First offense: No less ~~than25~~than $50.00

b. Second offense (in calendar year): No less ~~than50~~than $100.00

c. Third offense (in calendar year): No less ~~than150~~than $150.00

(11) Unlawful tethering:

a. First offense: No less than $100.00

b. Second offense: No less than $250.00

c. Third offense: No less ~~(b~~than $500.00

(b) In addition to fines, any person convicted of abandonment shall be prohibited from animal ownership within the City limits for 5 years.

(c) Unless otherwise stated in this subsection, the maximum allowable penalty for violation of any provision of this chapter shall be up to 90 days incarceration and/or a $500.00 fine.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Secs. 4-15—4-30. Reserved.**

## *ARTICLE II. LIVESTOCK*

### Sec. 4-31. Keeping prohibited in residential areas.

Except as otherwise provided for herein, it shall be unlawful to keep, maintain, breed, sell or harbor any livestock in any area of the city zoned as residential. Nothing in this article shall be construed to abrogate or otherwise affect any contractual limitations on the keeping of livestock within city limits, including, without limitation, any restrictions found in restrictive covenants, homeowners' association agreements or regulations, or other obligations running with the land.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-32. Leading and driving of livestock.**

It shall be unlawful for any person to ride, drive or lead any livestock through or over any street or alley in the city without having such animal under complete ~~control~~services and securely fastened with a rope or halter. If any person shall ride, drive or lead any such animal as aforesaid without having the animal securely fastened or if any such animal while being so ridden, driven or lead shall break any tree or shrub or go upon or injure the property of another or shall injure any person, the person so riding, driving, or leading such animal shall be guilty of a violation of this section, and the responsible party for such animal shall be liable to the person injured or to the owner of the property injured for all such damages.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-33. Rabbits.**

Up to ~~three~~Three (3) domesticated rabbits of the same sex may be kept on any premises within areas zoned R-1, R-2, R-3, provided they are permanently housed in one or more cages or secure enclosures that prevent their escape and are not permitted to run at large upon the responsible party's premises or anywhere else in the city. Such cages and secure enclosures shall comply with the general care and maintenance requirements of this chapter, shall be located ten feet from the nearest property line, and shall further conform to zoning and building requirements. Nothing in this provision shall be construed to permit the keeping of wild rabbits, including, without limitation, cottontail rabbits or jackrabbits.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-34. Poultry.**

Female poultry only may be kept in residentially zoned areas of the City upon the following conditions, in addition to the general care and maintenance requirements of this chapter:

(1) The maximum number of female poultry that may be kept on any individual premises is as follows:

a. Up to ~~four~~six chickens, four ducks, six quail, or four turkeys, or any combination thereof, not to exceed 6 in total, for premises less than 0.4 acres;

b. Up to ten for premises between 0.4 and one acres;

c. Up to 25 per acre for premises greater than one acre;

(2) All poultry kept hereunder shall be permanently housed in one or more cages or secure enclosures that prevent their escape and shall not be permitted to run at large upon the responsible party's premises or anywhere else in the city;

(3) Cages or secure enclosures shall be located ten feet from the nearest property line as well as any other structure, and must also conform to zoning and building requirements; and

(4) Cages or secure enclosures shall further allow for species specific behaviors including but not limited to roosting, scratching, dusting, and nesting, and in particular roosting areas shall provide no less than two square feet per bird.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-35. Pigeons.**

Nothing in this chapter shall be construed as prohibiting the keeping within any part of the city of homing pigeons, defined as Antwerp messenger or homing pigeons, also commonly called "carrier pigeons," subject to the following conditions, in addition to the general care and maintenance requirements of this chapter:

(1) No more than 40 homing pigeons shall be kept at any premises;

(2) Every pigeon so kept shall bear upon a leg a seamless band or ring with the name or initials of the responsible party or with an identification or registration number stamped thereon;

(3) Pigeons kept hereunder shall at all times be kept confined in proper cages or lofts except when released for necessary exercise and training under restraint and ~~control~~services of the responsible party and shall not be permitted to alight upon buildings and property of others; and

(4) Cages or lofts for homing pigeons shall be located at least ten feet from the nearest property line and shall be in conformity with applicable zoning and building requirements.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-36. Vietnamese pigs.**

One Vietnamese pig, also known as an Asian potbellied pig, weighing less than 100 pounds, may be kept per premises or dwelling unit in the city, subject to the general care and maintenance requirements of this chapter. In addition, the responsible party shall obtain a permit from animal services for any such pig kept in the city. Prior to issuance of the permit, the responsible party shall furnish registration papers, an annual certificate of health (indicating the absence of pseudorabies, brucellosis, and leptospirosis), and proof of current inoculation against leptospirosis and rabies for the animal.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Secs. 4-37—4-50. Reserved.**

## *ARTICLE III. DOGS AND CATS*

**Sec. 4-51. Keeping of dogs and cats.**

(a) Up to five (5) dogs or cats, or any combination thereof, may be kept on any premises or in any dwelling unit within the city, subject to the following conditions, in addition to the care and maintenance requirements of this chapter:

(1) Each domesticated animal kept hereunder shall be inoculated against rabies by a veterinarian by the age of three months old and the responsible party shall maintain evidence thereof;

i. Dogs shall also be inoculated against parvovirus, distemper, and hepatitis.

ii. Cats shall also be inoculated against feline rhinotracheitis, feline calicivirus, and feline panleukopenia.

(2) Except in the case of appropriately permitted breeders, each domesticated animal kept shall be altered prior to six months of age~~;~~

~~(3)~~ , subject to other provisions set forth herein; unless a veterinary appointment for sterilization cannot be obtained before the animal reaches 6 months of age. The responsible party shall ~~register each animal with~~ have the animal ~~services and provide documentation certifying the animal is altered and inoculated against rabies; and~~ sterilized as soon as a veterinary appointment for sterilization can be arranged.

(3) Animals deemed not medically fit for sterilization or vaccination shall be exempt with written documentation from a licensed veterinarian.

(4) ~~—~~ Each domesticated animal shall be microchipped~~.~~ , and properly registered with the Animal Services or a third party approved by the Animal Services.

(b) Every responsible party shall comply with the above requirements for the keeping of dogs and cats within 30 days of acquiring the animal or bring such animal into the city.

(c) Nothing hereunder shall permit the keeping or harboring of coyotes, wolves, or other wild canids, nor of any type of wild feline, nor of any hybrid of a domesticated and wild dog or cat, any and all of which shall be deemed for purposes of this chapter as wild animals.

(d) Provided that nothing in this sub-section permits breeding of an animal without the appropriate permit, any cat or dog kept hereunder may be exempted from the requirement of being altered and the responsible party for the animal shall not be required to obtain a breeder's permit to kept the animal if:

(1) It is certified in writing by a veterinarian that the procedure would constitute a danger to the health and wellbeing of the animal;

(2) The dog is registered as purebred by the United Kennel Club or the American Kennel Club, and such paperwork has been provided to animal services;

(3) The responsible party has applied, paid for and obtained an alteration exemption from animal services.

a. Alteration exemptions may be granted at the discretion of animal services based upon a showing of necessity and shall be revoked upon a determination that the

responsible party has bred the animal without obtaining a litter or breeder's permit or has permitted the animal to run at large.

(e) It is unlawful to keep, maintain or harbor more than five (5) dogs or cats, or any combination thereof, without first obtaining an applicable permit from animal services.

(f) Non-residents who keep dogs or cats within the city limits for less than 90 days shall not be required to obtain a microchip or register the animal with animal services, but in no circumstances shall any individual bring into the city any unvaccinated or unaltered dog or cat, unless otherwise permitted specifically herein.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-52. ~~Additional~~ Additional care and maintenance requirements.**

~~(a)~~

(a) A person owning or having charge, custody, care, or control over an animal, must keep the animal upon his or her own premises within a secure enclosed area containing a fence or wall surrounding the perimeter of the property, an enclosure that meets the standards found in subsection (b), or by keeping the animal inside a house. The fence or wall must be of sufficient strength, height and size to accommodate the animal and prevent escape.

(1) It shall be illegal to tether an animal to any stationary or non-stationary object, including but not limited to a dog house, tree, fence, or tire, for the purpose of containment.

a. An animal shall not be considered enclosed by a fence or restrained when and if the animal can pass through, under or over the fence, or the gate of the fence is not securely latched.

b. A dog that can snap or bite a person through a fence shall not be considered enclosed by the fence or restrained.

c. Tethering may be permitted with a written opinion of a New Mexico licensed veterinarian that finds that such condition humane.

(2) Tethering shall not include using a leash or lead to walk an animal. A dog is permitted on the street and in other public places only if on a secure leash not exceeding six feet in length. Fixed point tethering of any animal to stationary objects is permitted in limited circumstances such as lawful animal events, veterinary treatment, grooming, training, law enforcement activity, or gatherings in a park. A dog may be tethered when it is in visual range of the owner or custodian, and the owner or custodian is located outside with the tethered animal.

(3) Any tether used to temporarily confine an animal while attended by its owner or custodian as provided above, must be attached to a properly fitted collar or harness and shall not be wrapped directly around the dog's neck. Choke or prong type colors shall

not be used while such animal is tethered. Such tethers shall not be excessively heavy or weighted so as to inhibit the dog's movement.

(4) Where an officer authorized to enforce this section observes a dog being kept on a tether in violation of this section, the officer may notify the owner of the violation in person or by means of a notice placed at the entry to the property. If the owner does not comply with this section within seven 7 days of issuance of this notice, the dog may be impounded and the owner shall be fined as set forth in Section 4-14.

(b) The area provided for dogs and cats kept under this article, whether in secure runs, kennels or security perimeter fence must be as follows:

(1) Eighty square feet of area shall be provided per each dog weighing less than 30 pounds;
(2) One hundred square feet of area shall be provided per each dog weighting between 30 and 59 pounds;
(3) One hundred twenty square feet of area shall be provided per each dog weighing over 60 pounds;
(4) Twenty-five square feet of area shall be provided per each cat, excluding the area occupied by the litter box.

~~(b) It shall be deemed cruelty to tie a dog outside, except under the following circumstances:~~

~~(1) The dog is secured by a chain, cable, or other device not capable of being chewed-through, torn out or otherwise severed by the dog;~~

~~(2) The chain, cable or device must be affixed to the dog by use of a non-abrasive, comfortable fitted collar or harness.~~

~~(3) The chain, cable, or device must be at least 12 feet long only shortened as to allow the dog to stay within the confines of the enclosed area. The devices must be fastened so the dog can sit, walk and lie down comfortably; and must be unobstructed by objects that may cause the device or dog to become entangled or strangled. Any chain or tether shall have swivels on both sides and the fixed point for the chain must be stationary.~~

~~(4) A dog restrained by a fixed point chain, cable or device must be released at least three times in any 24-hour period for at least 30 minutes each time.~~

~~(5) The chain, cable or device shall not exceed one-eighth of the dogs body weight.~~

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-53. Dogs and cats running at large.**

(a) A dog shall be deemed to be running at large if:

(1) The dog is not in the immediate ~~control~~services of the responsible party and restrained by a leash; or

(2) The dog is unrestrained on the responsible party's premises, where the premises is not fenced in a manner to prevent the dog from escaping said premises.

(b) The foregoing notwithstanding, a dog which is released and kept within the confines of a dog park designated by animal services shall not be deemed to run at large.

(c) Cats otherwise complying with the requirements of this chapter, including the requirements of alteration, registration, microchipping, and inoculation, may be permitted to roam beyond the responsible party's premises, and shall not be deemed to run at large or be abandoned or neglected, so long as the responsible party maintains the health, nutrition and welfare of the cat and the cat does not constitute a nuisance to the surrounding property owners or community.

(d) Nothing in this chapter shall prohibit animal services from instituting a "neuter/spay and release" program for stray cats and any cat roaming free pursuant to such a program shall not be deemed to run at large or be abandoned, so long as they are microchipped, ear-tipped or bear other indication of participation in such program.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-54. Vicious dogs.**

(a) It shall be unlawful for any person to keep, maintain or harbor a vicious dog, where the individual knows or has reason to know that the animal is vicious.

(b) Every animal ~~control~~services officer or peace officer shall impound any dog which he or she reasonably determines to be vicious. In the event that such officer reasonably determines that the vicious dog cannot be safely apprehended and constitutes an immediate danger to any person or domesticated animal, the officer is authorized to destroy such dog immediately without further notice to any responsible party.

(c) In any case in which the court adjudicates ~~beyond a reasonable doubt~~by a preponderance of the evidence that a dog is vicious, the court shall forthwith order the destruction of such dog, regardless of whether the responsible was found guilty of knowingly keeping such animal, subject to any applicable right of appeal. Under no circumstances shall a dog determined ~~beyond a reasonable doubt~~ to be vicious be returned to the responsible party or adopted by any individual.

(d) No dog shall be determined to be vicious where:

(1) The dog was used by a law enforcement official for legitimate law enforcement purposes;

(2) The threat, injury or damage was sustained by a person or domestic animal who was:

a. Trespassing upon premises occupied by the owner or the dog;

b. Provoking, tormenting, abusing or assaulting the dog or had repeatedly, in the past, provoked, tormented, abused or assaulted the dog; or

c. Committing or attempting to commit a crime; or

(3) The dog was:

a. Responding to pain or injury;

b. Protecting itself or its offspring; or

c. Protecting or defending a human being or domestic animal from attack or assault.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-55. Guard dogs.**

Premises with guard dogs shall be posted with warning signs that are at least 12 inches long on each side. The warning signs shall state "Guard Dog" and "Guardia" and shall show a picture of an "aggressive" dog. The warning signs shall be posted not more than 50 feet apart on the exterior of the fences or walls surrounding the site and shall be posted at all exterior corners of the site and at every entrance indoor and outdoor to the site.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-56. Multiple ~~dog and cat~~Domesticated Animals permit.**

(a) Nothing to the contrary herein withstanding, more than five (5) dogs or cats~~,~~ or any combination thereof, may be kept at a premises or dwelling unit, if the person has obtained a multiple dog and cat permit domesticated from animal services. Animal services shall not issue such a permit hereunder except upon a showing that the responsible party is in compliance with all other requirements hereunder for keeping of dogs and cats. The maximum number of animals which may be permitted by a multiple dog and cat permit shall be ten domesticated animals at a given premises or a dwelling unit.

(1) Animal services shall retain discretion to refuse, limit or revoke any multiple ~~dog and cat~~Domesticated Animals-permit upon a determination that the premises or dwelling unit is not suitable, the responsible party is not able to maintain the health, safety and welfare of the animals, the domesticated animals would constitute a public nuisance or danger, or the responsible party has violated any provision of this chapter.

(b) The following shall be exempt from the necessity of obtaining a multiple domesticated animal ~~dog and cat~~ permit and shall not be subject to the maximum animal limitation, provided they are otherwise in compliance with the requirements of this chapter and all applicable state and federal laws:

(1) Certified charitable animal rescue organizations operating a professional dedicated kennel facility;

a. Individuals fostering dogs or cats at a private residence may be exempted from obtaining a multiple dog and cat permit but shall be subject to the maximum animal limitation. Unless they are foster caring for a mother and litter.

(2) Sellers and breeders of cats and dogs, otherwise appropriately permitted hereunder;

(3) Competitive sporting events;

(4) Individuals or groups holding an applicable state or federally regulated permit.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-57. Breeding prohibited without a permit.**

(a) Except as otherwise provided for herein, it is unlawful to keep, maintain or harbor unaltered dogs or cats, or to breed such animals, within the city without a breeder's permit issued by animal services. Animal services may condition issuance of a breeder's permit upon membership, accreditation or other recognition of the responsible party by an appropriate nationally recognized breeder's club or organization. Animal services shall not issue such a permit hereunder except upon a showing that the responsible party is in compliance with all other requirements hereunder for keeping of dogs and cats. Every responsible party holding a breeder's permit shall be subject to inspection by animal services, upon reasonable notice.

(b) A responsible party who unintentionally breeds a dog or cat and who does not have a current breeder permit shall obtain a litter permit for any such resulting litter, subject to the following:

(1) Except in the case of fosters, no person shall be issued more than one litter permit per year;

(2) A litter permit is valid for six months from date of issue and must be obtained no later than one week after the birth of the litter;

(3) An individual who fosters or takes ownership of a dog or cat which is already pregnant shall also be required to acquire a litter permit, but may be exempted from the payment of any associated fees if such individual is not otherwise responsible for the animal breeding;

(4) A responsible party who has obtained a litter permit shall be exempt from the requirement of a multiple dog and cat permit and the maximum animal limitation, with regard to the resulting litter, for the duration of the permit;

(5) The responsible party shall be permitted to sell, barter or give away the kittens or puppies of the litter covered by the permit only, without the necessity of obtaining a seller's permit, provided the applicable litter permit number is displayed legibly in all advertisements and furnished upon demand by any potential recipient.

(c) Every holder of a breeder's or litter permit shall be responsible for registering, microchipping, inoculating, and, when age-appropriate, altering, each and every pup or kitten birthed pursuant to the permit.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-58. Sale prohibited without a permit.**

(a) It shall be unlawful to sell, offer for sale, barter, give away or otherwise dispose of a dog or cat in the city without an appropriate seller's permit issued by animal services.

(b) Animal services shall not issue such a permit hereunder except upon a showing that the responsible party is in compliance with all other requirements hereunder for keeping of dogs and cats and has obtained an applicable business license. Every seller's permit shall specify the location and the types of animals (dogs and/or cats) which may be sold, and the total number of inventory of such animals that may be maintained at the location at any time.

Every responsible party holding a seller's permit shall be subject to inspection by animal services, upon reasonable notice.

(c) The permit number of the applicable seller's permit issued by animal services shall be displayed legibly on or in all advertisement and furnished to any potential recipient upon request.

(d) It shall be the responsibility of the transferring party to document and notify animal services of the sale, transfer or rehoming of every dog or cat, including the recipient of such animal. No one shall sell, transfer or rehome any dog or cat which is not already registered, microchipped, inoculated and, when age-appropriate, altered.

(e) It shall be unlawful under any circumstances to offer a dog or cat, or any other domesticated animal sold in the pet trade in the state, as a prize, gift, give-away, or award for a contest, game, sport or as an incentive to purchase merchandise.

(f) No dog or cat under eight weeks of age shall be sold or transferred, except with the mother, unless the mother is dead or missing.

(g) The following shall be exempt from the requirement of obtaining a seller's permit:

(1) Transfers to and by certified city-recognized charitable animal rescue organizations; and

(2) One-time re-homing, on a non-commercial basis, of five animals or less over the age of six months old, for no greater than $25.00 per animal, provided that the transfer of ownership shall be registered with animal services and subject to any reasonable transfer fees imposed by animal services.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Secs. 4-59—4-70. Reserved.**

## *ARTICLE IV. IMPOUNDMENT*

**Sec. 4-71. Impoundment authorized.**

(a) Every animal ~~control~~services officer or peace officer is hereby authorized to impound any animal determined by such officer to be running at large, abandoned, neglected, vicious, injured, infected by rabies or other illness, or otherwise kept, maintained or harbored in violation of this chapter.

(b) In the event that a responsible party refuses to release any animal subject to lawful impoundment to an animal ~~control~~services officer or peace officer upon demand, such officer may obtain a warrant based upon probable cause from a court of competent jurisdiction specifying the animal to be seized and the location of the animal, permitting the officer to enter onto such property and impound such animal.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-72. Proceedings against responsible party.**

(a) When an animal is impounded, the apprehending officer ~~shall~~may cite and institute proceedings in a court of competent jurisdiction, as appropriate, against the responsible party or parties for any violations of this chapter determined by the officer, as provided for elsewhere herein, in addition to impoundment of the animal.

(b) The court shall set a hearing as soon as possible, but no later than seven days after initiation of proceedings against the responsible party, in order to determine whether the animal is to be held in impoundment pending resolution of the violation or may be released to the responsible party and shall issue an order upon completion of the hearing releasing the animal from court supervision or directing animal services to hold the animal until further order of the court. No animal shall be released pending resolution in cases alleging viciousness, neglect, abandonment or abuse.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-73. Notice to responsible party.**

As soon as practical after impoundment of ~~an~~a domesticated animal, the animal services shall cause to be posted in a conspicuous place in the office of the animal ~~control~~services facility for three consecutive days a notice of impoundment, which notice shall set forth a general description of animal impounded, the location where the animal was taken, the date of impoundment, and disposition. In addition, the officer shall make reasonable efforts to determine and locate the responsible party in order to provide notice of the impoundment. Notice upon the responsible party may be made by posting a copy at the last known address of the responsible party.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-74. Reclamation.**

(a) The responsible party shall reclaim his or her animal immediately upon notice that such animal has been impounded hereunder, however, the animal shall not be returned to the responsible party where it was impounded based on viciousness, abandonment, cruelty or suspicion of rabies, or it has not been released by a court, as provided for above. Under such circumstances, animal services shall retain the animal pending further order of the court, final adjudication of the alleged violation of this chapter, or determination regarding rabies. Home impoundment is allowed in suspicion of rabies cases.

(b) No animal found by the court ~~beyond~~by a ~~reasonable doubt~~preponderance of the evidence to be vicious, or to have been abandoned or subjected to cruelty by the responsible party shall be returned to such individual.

(1) The forgoing notwithstanding, a court may order return of an animal in cases involving negligence of the responsible party, but not including cases of vicious dogs, upon satisfaction by the responsible party of such requirements as the court may deem appropriate for the maintenance of the wellbeing of the animal.

~~(c) No animal shall be returned to the responsible party if animal services determines that the animal is not kept in compliance with the requirements of this chapter, including, as appropriate, having the animal altered, microchipped, and vaccinated.~~ (c) Animal services shall have the right but not the obligation to alter, microchip and/or vaccinate, as appropriate, any animal before releasing it back to the responsible party and the responsible party ~~shall~~may be required to pay all applicable fees for such services. The City Manager, Deputy City Manager, Animal Services management, or their designee can reduce and/or waive fees to increase lifesaving or to save taxpayer money.

~~(1) An animal required to by altered under this chapter that is not altered by animal services prior to release to the responsible party shall be delivered to a licensed veterinarian designated by the responsible party for alteration and the responsible party shall be responsible for pickup of the animal upon release from the veterinarian. Any additional fees assessed by the veterinarian shall be paid by the reclaiming party.~~

(d) Animal services shall hold an impounded domesticated animal for reclamation by the responsible party for four days, after which time, the animal shall be subject to adoption ~~and~~, transfer, return, or destruction as provided for herein below, provided however that animal services shall release the animal to the responsible party at any time such party comes forward after the reclamation period but prior to adoption or destruction, if release is otherwise permitted by this section.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-75. Adoption.**

(a) Any animal which has not been reclaimed by the responsible party within four days of its impoundment or release from court supervision may be adopted by another person or a charitable rescue organization ~~certified with the city, upon satisfaction of~~but they must satisfy all requirements for keeping, including microchipping, altering, and inoculating the animal, as well as payment of any applicable adoption fees. ~~Animal services may, but is not required, to provide vaccination and alteration services by a licensed veterinarian at the animal control facility prior to adoption, at the adopting party's expense. In the event that animal services does not so provide, it will deliver the animal to a licensed veterinarian, designated by the adopting party, for alteration and the adopting party shall be responsible for pickup of the animal upon release by the veterinarian. Any additional fees assessed by the veterinarian shall be paid by the adopting party.~~ The City Manager, Deputy City Manager, Animal Services management, or their designee can reduce and/or waive to increase lifesaving, or to save taxpayer money.

Animal services may, but is not required, to provide vaccination and alteration services by a licensed veterinarian at the animal services facility prior to adoption, at the adopting party's expense.

(b) Upon adoption, animal services shall ~~execute a bill~~proof of ~~sale~~adoption and transfer of ownership to the adopting party, which shall constitute conclusive proof of ownership of the animal and any previous responsible party having failed to timely reclaim the animal shall have no recourse.

(c) No person shall adopt an animal, or knowingly allow an animal to be adopted for the purpose of research, experimentation, breeding without a permit or fighting. No person shall adopt an animal from Roswell Animal Services for the purpose of selling or auctioning the animal to another party except as otherwise permitted hereunder.

~~(d~~(d) Animal services, at its sole discretion, may require a home inspection of an adopter to verify appropriate conditions for the animal's welfare.

(e) Animal services may refuse to permit adoption of an animal to any party it deems, in its absolute discretion, to be unfit for any reason including, without limitation:

(1) Previous adjudication of animal cruelty, abandonment, or other offense involving abuse of an animal;

(2) Incapacitation due to substance abuse; or

(3) Inability to keep the animal in compliance with the care and maintenance requirements of this chapter~~.~~ or the specific needs of the particular animal as determined by Animal Services.

(Ord. No. 20-01 , § 1, 1-9-2020)

Sec. 4-76. Unclaimed Domesticated animals.

(e) Domesticated Animals not reclaimed by the responsible party shall be transferred, returned, or held for adoption, as provided for above, by animal services at the animal ~~control~~services facility or other appropriate facility based upon animal services policies and procedures. Such animals shall be retained by animal services until such time as space is no longer available or the animal is deemed unadoptable, based upon animal services' standard operating procedures.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-77. Sick, injured and dying animals.**

An animal ~~control~~services officer may impound any animal that is sick, injured or dying when the responsible party cannot be immediately located, provided that any potentially contagious animal shall be quarantined. In the event of sickness or injury of an impounded animal, either upon the ACO's own evaluation or upon the instruction of a licensed veterinarian, the ACO may take such action as called for to prevent undue pain and suffering or spread of contagion, including humanely destroying the animal.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Secs. 4-~~78~~798—4-90. Reserved.**

***ARTICLE V. RABIES ~~CONTROL~~SERVICES***

**Sec. 4-91. Possession of rabid animals prohibited.**

(a) It shall be unlawful for any person to keep, maintain or harbor any animal which is known or believed by such individual to be infected with rabies.

(b) A responsible party ~~shall~~may surrender any animal suspected of rabies into the custody of animal services immediately. A domesticated animal suspected of rabies may be quarantined at home.

(c) It shall be unlawful to remove any animal suspected of rabies from the city, or to secret or hide such animal from animal services.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-92. Mandatory reporting of rabid animals.**

Any person who is bitten or injured by an animal that the person suspects to be rabid, or who otherwise suspects an animal to be infected by rabies, shall report such animal to animal services immediately.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-93. Disposition of rabid animals by animal services.**

(a) Any animal ~~control~~services officer or peace officer who suspects any animal of being rabid shall immediately impound and quarantine such animal if the officer may do so safely~~.~~ or require that the domesticated animal be quarantined at home. In the event the officer reasonably determines that the suspected rabid animal cannot be safely apprehended and constitutes an immediate danger to any person or domesticated animal, the officer is authorized to destroy such animal immediately without further notice to any responsible party.

(b) Any officer impounding any animal pursuant to this section shall immediately report such animal to the district health officer and cause such animal, if it is domesticated, to be quarantined at animal services or at another location deemed to be safe and suitable for quarantine and at the responsible party's expense.

(1) Quarantine shall be continued for a ten-day period or as the district health officer shall direct or deem necessary. The animal shall not be released from quarantine except upon authorization of the district health officer and upon payment by the responsible party thereof of the charges for its care and feeding, together with all other expenses and costs incident to custody and observation.

(2) Should the animal show any signs of rabies within the ten-day period the animal shall be humanely destroyed and the head sent to a laboratory for rabies testing.

(c) Any wild animal not born or reared in captivity that bites a person or otherwise shows any sign of rabies shall be destroyed immediately and the head sent to a laboratory for testing.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-94. Carcass of animal dying of rabies.**

The carcass of any animal which has died of rabies or has been suspected of having such disease shall be surrendered immediately to the district health officer for disposition.

(Ord. No. 20-01 , § 1, 1-9-2020)

SECTION 3. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 4. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 5. This ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED and APPROVED ________, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

**ORDINANCE 24-22**

**AN ORDINANCE AMENDING CHAPTER 4 OF THE ROSWELL CITY CODE**

WHEREAS, Chapter 4 of the Roswell City Code regulates animals and fowl within the City limits; and

WHEREAS, The City Council wishes to update and reorganize Chapter 4 of the Roswell City Code in order to promote clarity and improve implementation.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION 1. Chapter 4 –Chapter 4 of the Roswell City Code is amended and shall provide as follows:

# Chapter 4 ANIMALS

## *ARTICLE I. IN GENERAL*

### Sec. 4-1. Definitions.

(a) Except as otherwise provided, the following definitions shall apply to this entire chapter:

*Abandonment* means leaving an animal for which the individual is the responsible party for more than 24 hours without providing appropriate and adequate food, water and/or shelter during the responsible party's absence. Abandonment shall include willfully leaving unattended an animal for which the party is responsible on or in any street, road, highway, or public place, or on private property of another without that property owner's permission.

*Altered* means to have an animal rendered incapable of reproduction through either surgical or chemical means.

*Animal* means any member of the Animal Kingdom excluding humans.

*Animal services officer* or *ACO* means any person authorized by the city to enforce this chapter and other applicable animal services laws, orders, and regulations.

*Animal services facility* means premises designated by the city for the purpose of impounding and caring for animals coming into the city's custody.

*Animal services* means the animal services department of the City of Roswell.

*Breeding* means allowing, either intentionally or unintentionally, a dog, cat, or other domesticated animal to produce offspring.

*Cat* means Felis Catus

*District health officer* means the district personnel having jurisdiction within the local health office of the State of New Mexico.

*Dog* means Canis lupus familiaris

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*Domesticated* means an animal that has been tamed to serve as a domesticated animal to humans, a work animal for humans, or for human consumption.

*Ear-tip* removing approximately a quarter-inch off the tip of the cat's ear in a straight line cut, the universal sign of a sterilized, unowned cat. If these requirements are met, the ear-tipped cat is exempt from licensing, certain stray and at-large provisions of this chapter and may be exempt from other provisions directed toward owned animals.

*Exotic animal* means any animal that is not native to New Mexico or not typically identified as a domestic pet.

*Foster* means to keep and care for any domesticated animal, under the supervision of an animal rescue organization, for a period of 6 months or less and without taking ownership of the animal, with the purpose of locating a permanent home for the animal.

*Guard dog* means a dog trained to attack on command or to protect persons or property and who will cease to attach upon command.

*Harbor* means to allow, either intentionally or unintentionally, any stray domesticated animal to linger on or about one's premises, for three consecutive days or more, by feeding or sheltering such domesticated animal without making all effective provisions for such domesticated animals required by this chapter. Any person harboring a domesticated animal shall be treated as its responsible party and subject to the applicable provisions of this chapter.

*Impoundment* means the taking into custody and commitment by an animal services officer or peace officer of any animal to the animal services facility or other appropriate facility, including a kennel, shelter, veterinary hospital, lot, premise, or building maintained, contracted or utilized by the city for the care and custody of animals.

*Livestock* means all animals that have been domesticated for cultivation and/or domesticated animals that are used for human consumption and includes horses, asses, mules, cattle, bison, buffalo, beefalo, camelids, ostriches, emus, rheas, sheep, goats, swine, peafowl, poultry, farmed cervidae, and bees, but excludes cats and dogs.

*Microchipped* means to have implanted in a dog or cat a working identification microchip which stores a unique identification number corresponding to the responsible party's contact information for the microchipped animal and which is registered with animal services or an approved third party. The microchip must be compatible with an ISO/Universal Scanner.

*Neglect* means failure by the responsible party to provide a domesticated animal in his or her possession with all necessities, including appropriate and adequate food, water, shelter, and veterinary care.

*Poultry* means domesticated chickens, ducks, quail, and turkeys.

*Premises* means a single contiguous parcel of real property located within the city and owned by one or more individuals.

*Quarantine* means the strict isolation of a potential rabies suspect domesticated animal for a ten-day observation period at a place and in a manner designated by the animal services officer and approved by a district health office.

*Responsible party* means any party having ownership, possession, care or custody of a domesticated animal.

*Run at large* means a domesticated animal that is free of physical restraint beyond the premises of the responsible party, except as specifically permitted in this chapter.

*Sexual abuse of animals* means intentionally engaging in sexual intercourse, cunnilingus, fellatio, or anal intercourse with an animal or the causing of penetration, to any extent and with any object, of the genital or anal openings of an animal, whether or not there is any emission.

*Tether* means any chain, rope, leash, tie out, cable, or wire attached to an and is also attached to a stationary or non-stationary object as a means of restraint.

*Dwelling unit* means an individual apartment unit, townhouse, condominium or other dwelling structure.

*Stray* means any domesticated animal, livestock or poultry running at large.

*Vicious dog* means any dog that constitutes a physical threat to persons or to other domesticated animals by causing serious injury, meaning any physical injury, that does not rise to the level of great bodily harm, that results in broken bones or lacerations that require medical attention involving multiple sutures or comparable methods for wound closure or cosmetic surgery.

*Vermin* means any wild animal injurious to humans or domesticated animals or to personal or real property, not otherwise protected under New Mexico or United State law.

*Wild animal* means any animal under the jurisdiction of the New Mexico Department of Game and Fish.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-2. Animal services facility.**

The city manager is authorized to establish an animal services facility on behalf of the city, to be operated by animal services by and through its animal services officers, who shall have the authority to enforce the provisions of this chapter, or the city manager may, subject to the approval of the governing body, contract with a public or private person or organization for operation of the animal services facility for and on behalf of the city.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-3. Enforcement.**

(a) Violation of any section of this chapter shall constitute a petty misdemeanor.

(b) It shall be unlawful for any person to interfere with, hinder, molest or obstruct any animal services officer or peace officer in the discharge of official duties under this chapter.

(c) An animal services officer or peace officer is authorized to pursue vicious dogs, domesticated animals or livestock running at large or any animal exhibiting symptoms of rabies.

(d) Upon determination that any animal has been kept, maintained or harbored in violation of any provision of this chapter, an animal services officer may determine the responsible party or parties for such animals and cite such persons for the violations and institute appropriate proceedings in a court of competent jurisdiction on behalf of the city.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-4. Records.**

Animal services shall maintain, or cause to be maintained, accurate records of all dogs and cats registered and all permits issued hereunder, and shall further maintain records of the disposition, release, return or redemption of any animal impounded by the city, reflecting a general description of the animal, the date of redemption, the name and address of the person to whom released, the microchip number and fees paid.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-5. Cruelty to animals.**

(a) It shall be unlawful to commit cruelty to any animal, consisting, without limitation, of:

(1) Negligently mistreating, injuring, killing without lawful justification or tormenting an animal, including:

a. Neglecting or abandoning a domesticated animal by the responsible party;

b. Driving or working any animal beyond its physical capacity or working any animal that is unfit for the labor;

c. Hobbling livestock or other animals by any means which may cause injury or damage to the animal;

d. Making accessible to any animal a substance which has been treated or prepared with harmful or poisonous material which may harm or kill an animal;

e. Placing or confining an animal or allowing an animal to be placed or confined or to remain in or upon a motor vehicle under such conditions or for such period of time as may endanger the health or well-being of the animal due to heat/cold, lack of food or drink, or other circumstances as may reasonably be expected to cause suffering, disability or death;

(2) Sexually abusing an animal;

(3) Setting a steel leg-hold trap in order to trap an animal; or

(4) As elsewhere provided for in this chapter.

(b) As used in this section, "lawful justification" means:

(1) Humanely destroying a sick or injured animal; or

(2) Protecting a person or domesticated animal from death or injury due to an attack by another animal.

(c) Nothing herein shall prohibit:

(1) Any animal services officer from using a tranquilizer gun, snare, or trap to humanely capture domesticated animals as reasonably necessary for the services of such animal;

(2) Destroying a vicious or rabid dog as otherwise permitted hereunder; or

(3) The eradication by an individual of vermin which present a danger to the health and safety of any human or animal or to personal or real property.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-6. Unlawful retention of stray animals.**

It shall be unlawful for any individual to keep, harbor, hold or retain possession of any stray domesticated animal for more than 24 hours without notifying the responsible party, if known, or otherwise reporting the animal to animal services.

(1) The report shall contain the person's name and address, a true and complete statement of the circumstances under which the animal was obtained, and the precise location where the animal is confined or located. Should the animal be returned to the responsible party, animal services will be contacted to close out the report.

(2) If the responsible party does not come forward within four days, the person in custody of the animal may take ownership of said animal, subject to any and all requirements of keeping such animal provided for by this chapter.

(3) Prior to taking ownership of the animal as provided for herein above, no person having a stray animal in his or her possession shall refuse to immediately surrender the animal to an animal services officer or to the responsible party upon request.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-7. General care and maintenance requirements.**

The responsible party for a domesticated animal shall provide such care as to maintain the good health and well-being of the animal and in particular, shall provide:

(1) Adequate amounts, and with adequate frequency, of fresh potable water and food sufficient and appropriate for the species, life stage, and medical condition of the animal;

(2) An enclosure of species appropriate size maintained free of garbage, feces, and other debris, as well as insect infestations, including ant-hills, wasp nests, flea, tick and maggot infestations, that might endanger the animal's health or safety, and which is sufficiently enclosed to protect the animal from predators;

(3) Adequate shelter consisting of a structurally sound, species appropriate, weatherproof housing or enclosure with elevated flooring and proper ventilation, with at least three walls and a roof to protect from injury, rain, sleet, snow, hail, and direct sunlight, and large enough to accommodate the animal comfortably;

(4) In winter months, clean species appropriate bedding or safe heating device to ensure warmth;

(5) Adequate shade from direct sunlight in addition to the shelter referenced above; and

(6) Professional veterinary care and necessary grooming as to maintain the animal's good health and protection from extreme weather elements and parasites.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-8. Abandoned domesticated animals.**

(a) It shall be unlawful for the responsible party to abandon a domesticated animal.

(b) Whenever an animal services officer finds that any domesticated animal in or upon any premises has been abandoned, the ACO may enter onto the premises where said animal is located and impound the domesticated animal for its safety and welfare, provided that if the animal is not in immediate distress and the abandonment of the animal is not clear to the ACO, the officer will leave a notice giving the owner of the premises 24 hours to respond before taking the animal into protective custody.

(c) If a domesticated animal is to be left at a premises by the responsible party but with adequate provision for its welfare during the absence, the responsible party may contact animal services ensure an abandonment notice is not placed. The responsible party may call and leave their information and the information of the caretakers so that calling parties will be informed that an animal that appears to be abandoned is not. This service by animal services is free of charge to anyone within the city limits.

(d) It shall constitute abandonment for any responsible party to fail to reclaim or to otherwise leave a domesticated animal impounded by animal services at the animal services or other facility, without providing either notification of intent to reclaim the animal or a release of ownership of the animal in writing and payment of any and all applicable fees, except where animal services or a court determines that return of the animal is not permitted. In addition, failure to reclaim a domesticated animal by the responsible party after providing notification of intent to reclaim shall further constitute abandonment.

(e) Animal services may, but under no circumstances is required to, accept domesticated animals dropped off at the animal services facility or provide for pickup of a live domesticated animal in the possession of the responsible party within the city as its capabilities and space may permit, for a fee. In the event that the animal services accepts a domesticated animal under this section, the responsible party shall provide a release of ownership of the animal in writing.

(f) Leaving or suffering an animal to remain in or upon a motor vehicle unattended for any length of time under such conditions sufficient to constitute a danger to the health and safety of the animal shall constitute abandonment. An animal services officer or peace officer who finds an animal who appears to be in distress in or upon a motor vehicle may enter the motor vehicle if necessary to remove the animal and impound the said animal. An officer may use reasonable force to enter a locked and unattended vehicle in order to prevent death or serious injury to any animal left unattended in a vehicle. The impounding officer shall make reasonable efforts to notify the responsible party of the impoundment, including by leaving written notice of the impoundment in a prominent place upon the vehicle.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-9. Unsecured animals in vehicles.**

(a) In order to ensure the health, safety and welfare of the pedestrian public, any animal in or upon a motor vehicle shall be secured so as to prevent it from protruding beyond the confines of the vehicle or interfering with the operation of the vehicle by the driver, whether the vehicle is moving or parked.

(b) No animal shall be left unattended or permitted to ride or remain unrestrained in the bed of any truck, whether regular or flatbed.

(1) For purposes of this subsection, an animal shall be deemed restrained if it secured to the bed such that it is prevented from protruding beyond the side or edge of the bed.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-10. Exotic and wild animals.**

(a) It shall be unlawful to own, harbor, maintain, breed, sell or distribute any wild or exotic animal in the city unless such animal is allowed to be sold in the pet trade in the state. Notwithstanding the foregoing, no person shall be permitted to keep, breed, or deal in any wild or exotic animal identified as a high incident rabies carrier by the state's department of health. Anyone maintaining, breeding or dealing in exotic or wild animals under this section shall be properly licensed, as appropriate, to do so by the U.S. Fish and Wildlife Services and New Mexico State Game and Fish Department, and shall otherwise comply with all local, state and federal regulations applicable to such animals.

(b) Every person keeping, breeding or dealing in wild or exotic animals hereunder shall submit a health certificate from a veterinarian to animal services within 14 working days from acquisition of the animal. The health certificate must certify that the animal is in good health and has been vaccinated as appropriate for the species.

(c) Any wild or exotic animal found to be in violation of this section, or maintained in such a manner as to constitute a public nuisance, may be impounded as provided for elsewhere herein.

(d) Notwithstanding the above, zoological parks, veterinary hospitals, humane societies, shelters, research facilities and educational and scientific facilities are excluded from the provisions of this section, provided that the excluded facilities use protective devices adequate to prevent the exotic and wild animals from escaping or injuring the public or constituting a public nuisance.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-11. Disposition of dead animals.**

Except in the case of animals suspected of rabies, which is provided for elsewhere herein, animal services may, upon request of the responsible party, provide for disposition of a dead animal in the possession of such responsible party within the city limits, as its capabilities may permit, for a fee. Whenever animal services is unable to provide for the disposition of a dead animal, the responsible party for the animal shall do so in the manner directed by animal services. Every animal shall be disposed of within 24 hours after its death. It shall be unlawful for the responsible party to permit a dead animal to remain on his or her premises for more than 12 hours.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-12. Running at large.**

It is unlawful for the responsible party to intentionally or negligently permit or suffer any domesticated animal to run at large within the city.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-13. Public nuisances.**

(a) It shall be unlawful for the responsible party to keep, maintain or otherwise harbor any animal in a manner constituting a public nuisance, which shall consist of any of the following:

(1) The keeping, maintaining or harboring of any animals classified as livestock or as wild or exotic animals, except as otherwise permitted in this chapter;

(2) Permitting or causing significant damage or destruction by domesticated animal of public property, or of private property when the property rights of a large segment of the neighboring community are affected thereby, whether such public or private property is real, personal, or mixed;

(3) Permitting or causing barking, howling, whining, mewling or other domesticated animal noises to the extent that the public peace and quiet is ~~regularly~~ or continuously disturbed; This provision shall not apply to public Zoos and approved and properly zoned animal shelters;

(4) Permitting, creating or maintaining unsanitary conditions due to animal excrement, diseased animals or the bodies of dead animals, which conditions affect the public health and welfare;

(5) Depositing or leaving animal feces on public property or on the property of another;

(6) Failing to confine any animal in estrus;

(7) Keeping, maintaining or harboring any domesticated animal which has not been inoculated against rabies or for which an appropriate license has not been acquired pursuant to the provisions of this chapter;

(8) Maintaining a commercial kennel in a residentially zoned area, unless properly permitted; or

(9) Breeding and/or selling animals in a residentially zoned area, unless properly permitted.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-14. Fines.**

(a) The following offenses shall be subject to the penalties set forth herein:

(1) Running at large:

a. First offense: No less than $50.00

b. Second offense (in calendar year): No less than $75.00

c. Third offense (in calendar year): No less than $150.00

(2) Cruelty:

a. No less than $500.00

(3) Abandonment:

a. First offense: No less than $125.00

b. Second offense: No less than $25.00

c. Third offense: No less than $425.00

(4) Public nuisance:

a. First offense: No less than $100.00

b. Second offense (in calendar year): No less than $200.00

c. Third offense (in calendar year): No less than $300.00

(5) Vicious dog: No less than $100.00 and no more than $500.00

(6) Care and maintenance:

a. First offense: No less than $75.00

b. Second offense (in calendar year): No less than $125.00

c. Third offense (in calendar year): No less than $225.00

(7) Failure to Chip and register $50.00

(8) Unvaccinated animal $50.00

(9) Advertising or selling without a permit:

a. First offense: $300.00

b. Second offense (in calendar year): $400.00

c. Third offense (in calendar year): $500.00

(10) Keeping more than five animals without a permit:

a. First offense: No less than $50.00

b. Second offense (in calendar year): No less than $100.00

c. Third offense (in calendar year): No less than $150.00

(11) Unlawful tethering:

a. First offense: No less than $100.00

b. Second offense: No less than $250.00

c. Third offense: No less than $500.00

(b) In addition to fines, any person convicted of abandonment shall be prohibited from animal ownership within the City limits for 5 years.

(c) Unless otherwise stated in this subsection, the maximum allowable penalty for violation of any provision of this chapter shall be up to 90 days incarceration and/or a $500.00 fine.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Secs. 4-15—4-30. Reserved.**

## *ARTICLE II. LIVESTOCK*

### Sec. 4-31. Keeping prohibited in residential areas.

Except as otherwise provided for herein, it shall be unlawful to keep, maintain, breed, sell or harbor any livestock in any area of the city zoned as residential. Nothing in this article shall be construed to abrogate or otherwise affect any contractual limitations on the keeping of livestock within city limits, including, without limitation, any restrictions found in restrictive covenants, homeowners' association agreements or regulations, or other obligations running with the land.

(Ord. No. 20-01 , § 1, 1-9-2020)

### Sec. 4-32. Leading and driving of livestock.

It shall be unlawful for any person to ride, drive or lead any livestock through or over any street or alley in the city without having such animal under complete services and securely fastened with a rope or halter. If any person shall ride, drive or lead any such animal as aforesaid without having the animal securely fastened or if any such animal while being so ridden, driven or lead shall break any tree or shrub or go upon or injure the property of another or shall injure any person, the person so riding, driving, or leading such animal shall be guilty of a violation of this section, and the responsible party for such animal shall be liable to the person injured or to the owner of the property injured for all such damages.

(Ord. No. 20-01 , § 1, 1-9-2020)

### Sec. 4-33. Rabbits.

Up to Three (3) domesticated rabbits of the same sex may be kept on any premises within areas zoned R-1, R-2, R-3, provided they are permanently housed in one or more cages or secure enclosures that prevent their escape and are not permitted to run at large upon the responsible party's premises or anywhere else in the city. Such cages and secure enclosures shall comply with the general care and maintenance requirements of this chapter, shall be located ten feet from the nearest property line, and shall further conform to zoning and building requirements. Nothing in this provision shall be construed to permit the keeping of wild rabbits, including, without limitation, cottontail rabbits or jackrabbits.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-34. Poultry.**

Female poultry only may be kept in residentially zoned areas of the City upon the following conditions, in addition to the general care and maintenance requirements of this chapter:

(1) The maximum number of female poultry that may be kept on any individual premises is as follows:

a. Up to six chickens, four ducks, six quail, or four turkeys, or any combination thereof, not to exceed 6 in total, for premises less than 0.4 acres;

b. Up to ten for premises between 0.4 and one acres;

c. Up to 25 per acre for premises greater than one acre;

(2) All poultry kept hereunder shall be permanently housed in one or more cages or secure enclosures that prevent their escape and shall not be permitted to run at large upon the responsible party's premises or anywhere else in the city;

(3) Cages or secure enclosures shall be located ten feet from the nearest property line as well as any other structure, and must also conform to zoning and building requirements; and

(4) Cages or secure enclosures shall further allow for species specific behaviors including but not limited to roosting, scratching, dusting, and nesting, and in particular roosting areas shall provide no less than two square feet per bird.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-35. Pigeons.**

Nothing in this chapter shall be construed as prohibiting the keeping within any part of the city of homing pigeons, defined as Antwerp messenger or homing pigeons, also commonly called "carrier pigeons," subject to the following conditions, in addition to the general care and maintenance requirements of this chapter:

(1) No more than 40 homing pigeons shall be kept at any premises;

(2) Every pigeon so kept shall bear upon a leg a seamless band or ring with the name or initials of the responsible party or with an identification or registration number stamped thereon;

(3) Pigeons kept hereunder shall at all times be kept confined in proper cages or lofts except when released for necessary exercise and training under restraint and services of the responsible party and shall not be permitted to alight upon buildings and property of others; and

(4) Cages or lofts for homing pigeons shall be located at least ten feet from the nearest property line and shall be in conformity with applicable zoning and building requirements.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-36. Vietnamese pigs.**

One Vietnamese pig, also known as an Asian potbellied pig, weighing less than 100 pounds, may be kept per premises or dwelling unit in the city, subject to the general care and maintenance requirements of this chapter. In addition, the responsible party shall obtain a permit from animal services for any such pig kept in the city. Prior to issuance of the permit, the responsible party shall furnish registration papers, an annual certificate of health (indicating the absence of pseudorabies, brucellosis, and leptospirosis), and proof of current inoculation against leptospirosis and rabies for the animal.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Secs. 4-37—4-50. Reserved.**

## *ARTICLE III. DOGS AND CATS*

**Sec. 4-51. Keeping of dogs and cats.**

(a) Up to five (5) dogs or cats, or any combination thereof, may be kept on any premises or in any dwelling unit within the city, subject to the following conditions, in addition to the care and maintenance requirements of this chapter:

(1) Each domesticated animal kept hereunder shall be inoculated against rabies by a veterinarian by the age of three months old and the responsible party shall maintain evidence thereof;

i. Dogs shall also be inoculated against parvovirus, distemper, and hepatitis.

ii. Cats shall also be inoculated against feline rhinotracheitis, feline calicivirus, and feline panleukopenia.

(2) Except in the case of appropriately permitted breeders, each domesticated animal kept shall be altered prior to six months of age, subject to other provisions set forth herein; unless a veterinary appointment for sterilization cannot be obtained before the animal reaches 6 months of age. The responsible party shall have the animal sterilized as soon as a veterinary appointment for sterilization can be arranged.

(3) Animals deemed not medically fit for sterilization or vaccination shall be exempt with written documentation from a licensed veterinarian.

(4) Each domesticated animal shall be microchipped, and properly registered with the Animal Services or a third party approved by the Animal Services.

(b) Every responsible party shall comply with the above requirements for the keeping of dogs and cats within 30 days of acquiring the animal or bring such animal into the city.

(c) Nothing hereunder shall permit the keeping or harboring of coyotes, wolves, or other wild canids, nor of any type of wild feline, nor of any hybrid of a domesticated and wild dog or cat, any and all of which shall be deemed for purposes of this chapter as wild animals.

(d) Provided that nothing in this sub-section permits breeding of an animal without the appropriate permit, any cat or dog kept hereunder may be exempted from the requirement of

being altered and the responsible party for the animal shall not be required to obtain a breeder's permit to kept the animal if:

(1) It is certified in writing by a veterinarian that the procedure would constitute a danger to the health and wellbeing of the animal;

(2) The dog is registered as purebred by the United Kennel Club or the American Kennel Club, and such paperwork has been provided to animal services;

(3) The responsible party has applied, paid for and obtained an alteration exemption from animal services.

a. Alteration exemptions may be granted at the discretion of animal services based upon a showing of necessity and shall be revoked upon a determination that the responsible party has bred the animal without obtaining a litter or breeder's permit or has permitted the animal to run at large.

(e) It is unlawful to keep, maintain or harbor more than five (5) dogs or cats, or any combination thereof, without first obtaining an applicable permit from animal services.

(f) Non-residents who keep dogs or cats within the city limits for less than 90 days shall not be required to obtain a microchip or register the animal with animal services, but in no circumstances shall any individual bring into the city any unvaccinated or unaltered dog or cat, unless otherwise permitted specifically herein.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-52. Additional care and maintenance requirements.**

(a) A person owning or having charge, custody, care, or control over an animal, must keep the animal upon his or her own premises within a secure enclosed area containing a fence or wall surrounding the perimeter of the property, an enclosure that meets the standards found in subsection (b), or by keeping the animal inside a house. The fence or wall must be of sufficient strength, height and size to accommodate the animal and prevent escape.

(1) It shall be illegal to tether an animal to any stationary or non-stationary object, including but not limited to a dog house, tree, fence, or tire, for the purpose of containment.
   a. An animal shall not be considered enclosed by a fence or restrained when and if the animal can pass through, under or over the fence, or the gate of the fence is not securely latched.
   b. A dog that can snap or bite a person through a fence shall not be considered enclosed by the fence or restrained.
   c. Tethering may be permitted with a written opinion of a New Mexico licensed veterinarian that finds that such condition humane.

(2) Tethering shall not include using a leash or lead to walk an animal. A dog is permitted on the street and in other public places only if on a secure leash not exceeding six feet in length. Fixed point tethering of any animal to stationary objects is permitted in limited circumstances such as lawful animal events, veterinary treatment, grooming, training, law enforcement activity, or gatherings in a park. A dog may be tethered when it is in visual

range of the owner or custodian, and the owner or custodian is located outside with the tethered animal.

(3) Any tether used to temporarily confine an animal while attended by its owner or custodian as provided above, must be attached to a properly fitted collar or harness and shall not be wrapped directly around the dog's neck. Choke or prong type colors shall not be used while such animal is tethered. Such tethers shall not be excessively heavy or weighted so as to inhibit the dog's movement.

(4) Where an officer authorized to enforce this section observes a dog being kept on a tether in violation of this section, the officer may notify the owner of the violation in person or by means of a notice placed at the entry to the property. If the owner does not comply with this section within seven 7 days of issuance of this notice, the dog may be impounded and the owner shall be fined as set forth in Section 4-14.

(b) The area provided for dogs and cats kept under this article, whether in secure runs, kennels or security perimeter fence must be as follows:
(1) Eighty square feet of area shall be provided per each dog weighing less than 30 pounds;
(2) One hundred square feet of area shall be provided per each dog weighting between 30 and 59 pounds;
(3) One hundred twenty square feet of area shall be provided per each dog weighing over 60 pounds;
(4) Twenty-five square feet of area shall be provided per each cat, excluding the area occupied by the litter box.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-53. Dogs and cats running at large.**

(a) A dog shall be deemed to be running at large if:

(1) The dog is not in the immediate services of the responsible party and restrained by a leash; or

(2) The dog is unrestrained on the responsible party's premises, where the premises is not fenced in a manner to prevent the dog from escaping said premises.

(b) The foregoing notwithstanding, a dog which is released and kept within the confines of a dog park designated by animal services shall not be deemed to run at large.

(c) Cats otherwise complying with the requirements of this chapter, including the requirements of alteration, registration, microchipping, and inoculation, may be permitted to roam beyond the responsible party's premises, and shall not be deemed to run at large or be abandoned or neglected, so long as the responsible party maintains the health, nutrition and welfare of the cat and the cat does not constitute a nuisance to the surrounding property owners or community.

(d) Nothing in this chapter shall prohibit animal services from instituting a "neuter/spay and release" program for stray cats and any cat roaming free pursuant to such a program shall not be deemed to run at large or be abandoned, so long as they are microchipped, ear-tipped or bear other indication of participation in such program.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-54. Vicious dogs.**

(a) It shall be unlawful for any person to keep, maintain or harbor a vicious dog, where the individual knows or has reason to know that the animal is vicious.

(b) Every animal services officer or peace officer shall impound any dog which he or she reasonably determines to be vicious. In the event that such officer reasonably determines that the vicious dog cannot be safely apprehended and constitutes an immediate danger to any person or domesticated animal, the officer is authorized to destroy such dog immediately without further notice to any responsible party.

(c) In any case in which the court adjudicates by a preponderance of the evidence that a dog is vicious, the court shall forthwith order the destruction of such dog, regardless of whether the responsible was found guilty of knowingly keeping such animal, subject to any applicable right of appeal. Under no circumstances shall a dog determined to be vicious be returned to the responsible party or adopted by any individual.

(d) No dog shall be determined to be vicious where:

(1) The dog was used by a law enforcement official for legitimate law enforcement purposes;

(2) The threat, injury or damage was sustained by a person or domestic animal who was:

a. Trespassing upon premises occupied by the owner or the dog;

b. Provoking, tormenting, abusing or assaulting the dog or had repeatedly, in the past, provoked, tormented, abused or assaulted the dog; or

c. Committing or attempting to commit a crime; or

(3) The dog was:

a. Responding to pain or injury;

b. Protecting itself or its offspring; or

c. Protecting or defending a human being or domestic animal from attack or assault.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-55. Guard dogs.**

Premises with guard dogs shall be posted with warning signs that are at least 12 inches long on each side. The warning signs shall state "Guard Dog" and "Guardia" and shall show a picture of an "aggressive" dog. The warning signs shall be posted not more than 50 feet apart on the

exterior of the fences or walls surrounding the site and shall be posted at all exterior corners of the site and at every entrance indoor and outdoor to the site.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-56. Multiple Domesticated Animals permit.**

(a) Nothing to the contrary herein withstanding, more than five (5) dogs or cats or any combination thereof, may be kept at a premises or dwelling unit, if the person has obtained a multiple dog and cat permit domesticated from animal services. Animal services shall not issue such a permit hereunder except upon a showing that the responsible party is in compliance with all other requirements hereunder for keeping of dogs and cats. The maximum number of animals which may be permitted by a multiple dog and cat permit shall be ten domesticated animals at a given premises or a dwelling unit.

    (1) Animal services shall retain discretion to refuse, limit or revoke any multiple Domesticated Animals-permit upon a determination that the premises or dwelling unit is not suitable, the responsible party is not able to maintain the health, safety and welfare of the animals, the domesticated animals would constitute a public nuisance or danger, or the responsible party has violated any provision of this chapter.

(b) The following shall be exempt from the necessity of obtaining a multiple domesticated animal ~~dog and cat~~ permit and shall not be subject to the maximum animal limitation, provided they are otherwise in compliance with the requirements of this chapter and all applicable state and federal laws:

    (1) Certified charitable animal rescue organizations operating a professional dedicated kennel facility;

        a. Individuals fostering dogs or cats at a private residence may be exempted from obtaining a multiple dog and cat permit but shall be subject to the maximum animal limitation. Unless they are foster caring for a mother and litter.

    (2) Sellers and breeders of cats and dogs, otherwise appropriately permitted hereunder;

    (3) Competitive sporting events;

    (4) Individuals or groups holding an applicable state or federally regulated permit.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-57. Breeding prohibited without a permit.**

(a) Except as otherwise provided for herein, it is unlawful to keep, maintain or harbor unaltered dogs or cats, or to breed such animals, within the city without a breeder's permit issued by animal services. Animal services may condition issuance of a breeder's permit upon membership, accreditation or other recognition of the responsible party by an appropriate nationally recognized breeder's club or organization. Animal services shall not issue such a permit hereunder except upon a showing that the responsible party is in compliance with all other requirements hereunder for keeping of dogs and cats. Every responsible party holding a breeder's permit shall be subject to inspection by animal services, upon reasonable notice.

(b) A responsible party who unintentionally breeds a dog or cat and who does not have a current breeder permit shall obtain a litter permit for any such resulting litter, subject to the following:

(1) Except in the case of fosters, no person shall be issued more than one litter permit per year;

(2) A litter permit is valid for six months from date of issue and must be obtained no later than one week after the birth of the litter;

(3) An individual who fosters or takes ownership of a dog or cat which is already pregnant shall also be required to acquire a litter permit, but may be exempted from the payment of any associated fees if such individual is not otherwise responsible for the animal breeding;

(4) A responsible party who has obtained a litter permit shall be exempt from the requirement of a multiple dog and cat permit and the maximum animal limitation, with regard to the resulting litter, for the duration of the permit;

(5) The responsible party shall be permitted to sell, barter or give away the kittens or puppies of the litter covered by the permit only, without the necessity of obtaining a seller's permit, provided the applicable litter permit number is displayed legibly in all advertisements and furnished upon demand by any potential recipient.

(c) Every holder of a breeder's or litter permit shall be responsible for registering, microchipping, inoculating, and, when age-appropriate, altering, each and every pup or kitten birthed pursuant to the permit.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-58. Sale prohibited without a permit.**

(a) It shall be unlawful to sell, offer for sale, barter, give away or otherwise dispose of a dog or cat in the city without an appropriate seller's permit issued by animal services.

(b) Animal services shall not issue such a permit hereunder except upon a showing that the responsible party is in compliance with all other requirements hereunder for keeping of dogs and cats and has obtained an applicable business license. Every seller's permit shall specify the location and the types of animals (dogs and/or cats) which may be sold, and the total number of inventory of such animals that may be maintained at the location at any time. Every responsible party holding a seller's permit shall be subject to inspection by animal services, upon reasonable notice.

(c) The permit number of the applicable seller's permit issued by animal services shall be displayed legibly on or in all advertisement and furnished to any potential recipient upon request.

(d) It shall be the responsibility of the transferring party to document and notify animal services of the sale, transfer or rehoming of every dog or cat, including the recipient of such animal. No one shall sell, transfer or rehome any dog or cat which is not already registered, microchipped, inoculated and, when age-appropriate, altered.

(e) It shall be unlawful under any circumstances to offer a dog or cat, or any other domesticated animal sold in the pet trade in the state, as a prize, gift, give-away, or award for a contest, game, sport or as an incentive to purchase merchandise.

(f) No dog or cat under eight weeks of age shall be sold or transferred, except with the mother, unless the mother is dead or missing.

(g) The following shall be exempt from the requirement of obtaining a seller's permit:

(1) Transfers to and by certified city-recognized charitable animal rescue organizations; and

(2) One-time re-homing, on a non-commercial basis, of five animals or less over the age of six months old, for no greater than $25.00 per animal, provided that the transfer of ownership shall be registered with animal services and subject to any reasonable transfer fees imposed by animal services.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Secs. 4-59—4-70. Reserved.**

## *ARTICLE IV. IMPOUNDMENT*

### Sec. 4-71. Impoundment authorized.

(a) Every animal services officer or peace officer is hereby authorized to impound any animal determined by such officer to be running at large, abandoned, neglected, vicious, injured, infected by rabies or other illness, or otherwise kept, maintained or harbored in violation of this chapter.

(b) In the event that a responsible party refuses to release any animal subject to lawful impoundment to an animal services officer or peace officer upon demand, such officer may obtain a warrant based upon probable cause from a court of competent jurisdiction specifying the animal to be seized and the location of the animal, permitting the officer to enter onto such property and impound such animal.

(Ord. No. 20-01 , § 1, 1-9-2020)

### Sec. 4-72. Proceedings against responsible party.

(a) When an animal is impounded, the apprehending officer may cite and institute proceedings in a court of competent jurisdiction, as appropriate, against the responsible party or parties for any violations of this chapter determined by the officer, as provided for elsewhere herein, in addition to impoundment of the animal.

(b) The court shall set a hearing as soon as possible, but no later than seven days after initiation of proceedings against the responsible party, in order to determine whether the animal is to be held in impoundment pending resolution of the violation or may be released to the responsible party and shall issue an order upon completion of the hearing releasing the animal from court supervision or directing animal services to hold the animal until further order of the court. No animal shall be released pending resolution in cases alleging viciousness, neglect, abandonment or abuse.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-73. Notice to responsible party.**

As soon as practical after impoundment of a domesticated animal, the animal services shall cause to be posted in a conspicuous place in the office of the animal services facility for three consecutive days a notice of impoundment, which notice shall set forth a general description of animal impounded, the location where the animal was taken, the date of impoundment, and disposition. In addition, the officer shall make reasonable efforts to determine and locate the responsible party in order to provide notice of the impoundment. Notice upon the responsible party may be made by posting a copy at the last known address of the responsible party.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-74. Reclamation.**

(a) The responsible party shall reclaim his or her animal immediately upon notice that such animal has been impounded hereunder, however, the animal shall not be returned to the responsible party where it was impounded based on viciousness, abandonment, cruelty or suspicion of rabies, or it has not been released by a court, as provided for above. Under such circumstances, animal services shall retain the animal pending further order of the court, final adjudication of the alleged violation of this chapter, or determination regarding rabies. Home impoundment is allowed in suspicion of rabies cases.

(b) No animal found by the court by a preponderance of the evidence to be vicious, or to have been abandoned or subjected to cruelty by the responsible party shall be returned to such individual.

    (1) The forgoing notwithstanding, a court may order return of an animal in cases involving negligence of the responsible party, but not including cases of vicious dogs, upon satisfaction by the responsible party of such requirements as the court may deem appropriate for the maintenance of the wellbeing of the animal.

(c) Animal services shall have the right but not the obligation to alter, microchip and/or vaccinate, as appropriate, any animal before releasing it back to the responsible party and the responsible party may be required to pay all applicable fees for such services. The City Manager, Deputy City Manager, Animal Services management, or their designee can reduce and/or waive fees to increase lifesaving or to save taxpayer money.

(d) Animal services shall hold an impounded domesticated animal for reclamation by the responsible party for four days, after which time, the animal shall be subject to adoption, transfer, return, or destruction as provided for herein below, provided however that animal services shall release the animal to the responsible party at any time such party comes forward after the reclamation period but prior to adoption or destruction, if release is otherwise permitted by this section.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-75. Adoption.**

(a) Any animal which has not been reclaimed by the responsible party within four days of its impoundment or release from court supervision may be adopted by another person or a charitable rescue organization but they must satisfy all requirements for keeping, including microchipping, altering, and inoculating the animal, as well as payment of any applicable adoption fees. The City Manager, Deputy City Manager, Animal Services management, or their designee can reduce and/or waive to increase lifesaving, or to save taxpayer money.

Animal services may, but is not required, to provide vaccination and alteration services by a licensed veterinarian at the animal services facility prior to adoption, at the adopting party's expense.

(b) Upon adoption, animal services shall proof of adoption and transfer of ownership to the adopting party, which shall constitute conclusive proof of ownership of the animal and any previous responsible party having failed to timely reclaim the animal shall have no recourse.

(c) No person shall adopt an animal, or knowingly allow an animal to be adopted for the purpose of research, experimentation, breeding without a permit or fighting. No person shall adopt an animal from Roswell Animal Services for the purpose of selling or auctioning the animal to another party except as otherwise permitted hereunder.

(d) Animal services, at its sole discretion, may require a home inspection of an adopter to verify appropriate conditions for the animal's welfare.

(e) Animal services may refuse to permit adoption of an animal to any party it deems, in its absolute discretion, to be unfit for any reason including, without limitation:

(1) Previous adjudication of animal cruelty, abandonment, or other offense involving abuse of an animal;

(2) Incapacitation due to substance abuse; or

(3) Inability to keep the animal in compliance with the care and maintenance requirements of this chapter or the specific needs of the particular animal as determined by Animal Services.

(Ord. No. 20-01 , § 1, 1-9-2020)

Sec. 4-76. Unclaimed Domesticated animals.

(e) Domesticated Animals not reclaimed by the responsible party shall be transferred, returned, or held for adoption, as provided for above, by animal services at the animal services facility or other appropriate facility based upon animal services policies and procedures. Such animals shall be retained by animal services until such time as space is no longer available or the animal is deemed unadoptable, based upon animal services' standard operating procedures.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-77. Sick, injured and dying animals.**

An animal services officer may impound any animal that is sick, injured or dying when the responsible party cannot be immediately located, provided that any potentially contagious animal

shall be quarantined. In the event of sickness or injury of an impounded animal, either upon the ACO's own evaluation or upon the instruction of a licensed veterinarian, the ACO may take such action as called for to prevent undue pain and suffering or spread of contagion, including humanely destroying the animal.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Secs. 4-798—4-90. Reserved.**

## *ARTICLE V. RABIES SERVICES*

**Sec. 4-91. Possession of rabid animals prohibited.**

(a) It shall be unlawful for any person to keep, maintain or harbor any animal which is known or believed by such individual to be infected with rabies.

(b) A responsible party may surrender any animal suspected of rabies into the custody of animal services immediately. A domesticated animal suspected of rabies may be quarantined at home.

(c) It shall be unlawful to remove any animal suspected of rabies from the city, or to secret or hide such animal from animal services.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-92. Mandatory reporting of rabid animals.**

Any person who is bitten or injured by an animal that the person suspects to be rabid, or who otherwise suspects an animal to be infected by rabies, shall report such animal-to-animal services immediately.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-93. Disposition of rabid animals by animal services.**

(a) Any animal services officer or peace officer who suspects any animal of being rabid shall immediately impound and quarantine such animal if the officer may do so safely or require that the domesticated animal be quarantined at home. In the event the officer reasonably determines that the suspected rabid animal cannot be safely apprehended and constitutes an immediate danger to any person or domesticated animal, the officer is authorized to destroy such animal immediately without further notice to any responsible party.

(b) Any officer impounding any animal pursuant to this section shall immediately report such animal to the district health officer and cause such animal, if it is domesticated, to be quarantined at animal services or at another location deemed to be safe and suitable for quarantine and at the responsible party's expense.

    (1) Quarantine shall be continued for a ten-day period or as the district health officer shall direct or deem necessary. The animal shall not be released from quarantine except upon authorization of the district health officer and upon payment by the responsible

party thereof of the charges for its care and feeding, together with all other expenses and costs incident to custody and observation.

(2) Should the animal show any signs of rabies within the ten-day period the animal shall be humanely destroyed and the head sent to a laboratory for rabies testing.

(c) Any wild animal not born or reared in captivity that bites a person or otherwise shows any sign of rabies shall be destroyed immediately and the head sent to a laboratory for testing.

(Ord. No. 20-01 , § 1, 1-9-2020)

**Sec. 4-94. Carcass of animal dying of rabies.**

The carcass of any animal which has died of rabies or has been suspected of having such disease shall be surrendered immediately to the district health officer for disposition.

(Ord. No. 20-01 , § 1, 1-9-2020)

SECTION 3. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 4. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 5. This ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED and APPROVED ________, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 7.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Finance
**CONTACT:** Elizabeth Prichard **CHAIR:** Robert B. Corn

## ACTION REQUESTED:
Approval for a budget transfer totaling $254,000 from Landfill (52014342) to Collections (52004341) for the Solid Waste Department. (Corn/Chaparro)

## BACKGROUND:
**Initiated by: Abraham Chaparro**

- The Collections division of the Solid Waste Department has already expended 48.6% of their M&R Vehicle budget. To make sure there is enough money in the account to last the year we are requesting to move $250,000.00 From 52014342-817505 Capital Outlay - Equipment to 52004341-614012 M&R - Vehicle.
- The Department is also requesting $4,000 be transferred from 52014342-817505 Capital Outlay to 52004341-655005 Contract-Online Collection. This line item is new this year and was allocated zero funds.

## FINANCIAL CONSIDERATION
Budget transfer from Landfill to Collections, not using cash on hand

## LEGAL REVIEW:
No Legal Review required at this time.

## BOARD AND COMMITTEE ACTION:
Finance Committee recommended approval (4-0) at their meeting on November 7, 2024.

## STAFF RECOMMENDATION:
Consider Recommending approval of the budget transfer of funds from Landfill to Collections.

**Attachments**

FY25 Capital Projects
Solid Waste Budget Transfer

## FY25 Library "Capital Fund" Projects (2690)

| Project Information | | | | | | | | Grant Information | | | | | | | Financial Information | | | FY25 Budget | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item # | Fixed Asset | Budgeted GL Acct # | Project Description | FY Start / FY End | Project Manager | PO# | Total Project Cost | Grant # | Granting Agency | Award Date / Reversion Date | Award Amount | Grant Manager | Matching Funds | Arts in Public Places | Approved Budget | Encumbered Balance | YTD Expense | Grants | Approved City Budget | Total FY25 Budget |
| 1 | | | Outdoor Play Area Design | 07/01/2024 - 07/15/2025 | | | 50,000.00 | | | | Donated Funds | | | | | | | - | 50,000.00 | 50,000.00 |
| | | | Total Library | | | | 50,000.00 | - | - | - | - | - | - | - | - | - | - | - | 50,000.00 | 50,000.00 |

## FY25 Airport "Capital Fund" Projects (5100)

| Project Information | | | | | | | | Grant Information | | | | | | | Financial Information | | | FY25 Budget | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item # | Fixed Asset | Budgeted GL Acct # | Project Description | FY Start / FY End | Project Manager | PO# | Total Project Cost | Grant # | Granting Agency | Award Date / Reversion Date | Award Amount | Grant Manager | Matching Funds | Arts in Public Places | Approved Budget | Encumbered Balance | YTD Expense | Grants | Approved City Budget | Total FY25 Budget |
| 1 | | | Rehab Terminal 1 Ramp, Map 1 | 08/2024 - 11/2024 | | | 2,862,772.00 | 3-35-0035-037-2020 | FAA | 08/2025 | 3,178,900.00 | | 178,920.00 | - | | | | 2,701,644.83 | 161,127.17 | 2,862,772.00 |
| 2 | | | SE Waterline Extension | 08/2024 - 06/2025 | | | 7,457,000.00 | 20-E2494 22-G2773 | NM Appropriations | 06/2026 | 9,950,000.00 | | - | 99,500.00 | | | | 6,728,099.30 | 728,900.70 | 7,457,000.00 |
| 3 | | | Airfield Lighting Vault | 09/2024 - 12/2024 | | | 2,000,000.00 | | FAA - BIL | Unknown | 2,000,000.00 | | 125,000.00 | - | | | | 1,875,000.00 | 125,000.00 | 2,000,000.00 |
| 4 | | | BLM Taxilane & Pit | 09/2024 - 08/2025 | | | 4,976,126.00 | ROW-24-01 | NMDOT | 08/2025 | 5,500,000.00 | | | 55,000.00 | | | | 4,976,126.00 | - | 4,976,126.00 |
| 5 | | | RARA Improvements | TBD | | | 3,000,000.00 | | | FY25 Capital Appropriations NM DFA | | | | | | | | 3,000,000.00 | | 3,000,000.00 |
| 1 | | | RAC Aircraft Training Facility | 03/10/2023 - 06/30/2026 | | | 495,000.00 | 22-G2774 | NM DFA | 03/10/2023 - 06/30/2026 | 500,000.00 | | | 5,000.00 | 495,000.00 | | | 495,000.00 | | 495,000.00 |
| | | | Total Airport | | | | 20,790,898.00 | - | - | - | 21,128,900.00 | - | 303,920.00 | 159,500.00 | 495,000.00 | - | - | 19,775,870.13 | 1,015,027.87 | 20,790,898.00 |

## FY25 Solid Waste "Capital Fund" Projects (5200)

| Project Information | | | | | | | | Grant Information | | | | | | | Financial Information | | | FY25 Budget | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item # | Fixed Asset | Budgeted GL Acct # | Project Description | FY Start / FY End | Project Manager | PO# | Total Project Cost | Grant # | Granting Agency | Award Date / Reversion Date | Award Amount | Grant Manager | Matching Funds | Arts in Public Places | Approved Budget | Encumbered Balance | YTD Expense | Grants | Approved City Budget | Total FY25 Budget |
| 1 | | | Rear Loader | July 2024 - June 2025 | | | 366,014.00 | | | | N/A | | | | | | | | 370,000.00 | 370,000.00 |
| 2 | | | (2) Sideloaders | July 2024 - June 2025 | | | 873,813.12 | | | | N/A | | | | | | | | 873,873.12 | 873,873.12 |
| 3 | | | Grapple Truck | July 2024 - June 2025 | | | 231,666.87 | | | | N/A | | | | | | | | 231,666.87 | 231,666.87 |
| | | | Total Solid Waste | | | | 1,471,493.99 | - | - | - | - | - | - | - | - | - | - | - | 1,475,539.99 | 1,475,539.99 |

## FY25 Landfill "Capital Fund" Projects (5201)

| Project Information | | | | | | | | Grant Information | | | | | | | Financial Information | | | FY25 Budget | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item # | Fixed Asset | Budgeted GL Acct # | Project Description | FY Start / FY End | Project Manager | PO# | Total Project Cost | Grant # | Granting Agency | Award Date / Reversion Date | Award Amount | Grant Manager | Matching Funds | Arts in Public Places | Approved Budget | Encumbered Balance | YTD Expense | Grants | Approved City Budget | Total FY25 Budget |
| 1 | | | Cell 5B Design/Const. Admin/ BID Prep | July 2024 - June 2027 | | | 242,765.55 | | | | | | | | | | | | 90,000.00 | 90,000.00 |
| 2 | | | CAT 140 LVR AWD Motor Grade | July 2024 - June 2025 | | | 571,211.00 | | | | | | | | | | | | 571,211.00 | 571,211.00 |
| 3 | | | Supervisor Truck | July 2024 - June 2025 | | | 52,602.00 | | | | | | | | | | | | 52,602.00 | 52,602.00 |
| 4 | | | New Gates | July 2024 - June 2025 | | | 60,240.00 | | | | | | | | | | | | 70,240.00 | 70,240.00 |
| 5 | | | Secondary Well | July 2024 - July 2025 | | | 345,000.00 | | | | | | | | | | | | 375,000.00 | 375,000.00 |
| | | | Total Landfill | | | | 1,271,818.55 | - | - | - | - | - | - | - | - | - | - | - | 1,159,053.00 | 1,159,053.00 |

## FY25 Water Source of Supply "Capital Fund" Projects (5300-4353)

| Project Information | | | | | | | | Grant Information | | | | | | | Financial Information | | | FY25 Budget | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item # | Fixed Asset | Budgeted GL Acct # | Project Description | FY Start / FY End | Project Manager | PO# | Total Project Cost | Grant # | Granting Agency | Award Date / Reversion Date | Award Amount | Grant Manager | Matching Funds | Arts in Public Places | Approved Budget | Encumbered Balance | YTD Expense | Grants | Approved City Budget | Total FY25 Budget |
| 1 | | | RAC Well 4 VFD | 01/17/2024 - 06/30/2025 | | 22401196 | 592,255.43 | | | | N/A | | | | | | | | 521,494.26 | 521,494.26 |
| 2 | | | Country Club Reservoir | 07/01/2024 - 06/30/2025 | | | 8,181,290.33 | WPF-5980 | Water Trust Board | 02/23/2024 - | 3,600,000.00 | | 4,400,000.00 | | | | | 3,600,000.00 | 4,581,290.33 | 8,181,290.33 |
| | | | Total Water Source of Supply | | | | 8,773,545.76 | - | - | - | 3,600,000.00 | - | 4,400,000.00 | - | - | - | - | 3,600,000.00 | 5,102,784.59 | 8,702,784.59 |

## FY25 Water Maintenance and Transmission "Capital Fund" Projects (5300-4354)

| Project Information | | | | | | | | Grant Information | | | | | | | Financial Information | | | FY25 Budget | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item # | Fixed Asset | Budgeted GL Acct # | Project Description | FY Start / FY End | Project Manager | PO# | Total Project Cost | Grant # | Granting Agency | Award Date / Reversion Date | Award Amount | Grant Manager | Matching Funds | Arts in Public Places | Approved Budget | Encumbered Balance | YTD Expense | Grants | Approved City Budget | Total FY25 Budget |
| 1 | | | Concrete Saw for JD50G Excavator | 07/01/2024 - 10/01/2024 | | | 26,400.00 | | | | N/A | | | | | | | | 26,400.00 | 26,400.00 |
| | | | Total Water Maintenance and Transmission | | | | 26,400.00 | - | - | - | - | - | - | - | - | - | - | - | 26,400.00 | 26,400.00 |

Total 5300 8,729,184.59

# Budget Reallocation/Transfer – Collections

| 52014342-817505 Capital Outlay - Equipment | | | |
|---|---|---|---|
| Current Budget | $ | 571,211.00 | |
| Transfer to 5200 | $ | (250,000.00) | Transfer to Cover M&R Vehicle |
| Transfer to 5200 | $ | (4,000.00) | Transfer to Cover Online Collection |
| Transfer to 654801 | $ | (300,000.00) | Disaster Relief |
| **Total:** | $ | 17,211.00 | |

| 52004341-642905 Non-Capital-Other | | | |
|---|---|---|---|
| Current Budget | $ | 94,707.02 | |
| Transfer to 654801 | $ | (78,186.00) | Disaster Relief |
| **Total:** | $ | 16,521.02 | |

| 52004341-614012 M&R Vehicle | | | |
|---|---|---|---|
| Current Budget: | $ | 205,515.26 | |
| BT from 817505 | $ | 250,000.00 | |
| **Total:** | $ | 455,515.26 | |

| 52004341-655005 Contract - Online Collection | | | |
|---|---|---|---|
| Current budget | $ | (762.24) | |
| BT from 817505 | $ | 4,000.00 | |
| **Total:** | $ | 3,237.76 | |

| 52004341-663304 Computer - Software Train/Cnsult | | | |
|---|---|---|---|
| Current Budget | $ | 26,364.49 | |
| Transfer to 654801 | $ | (20,000.00) | Disaster Relief |
| **Total:** | $ | 6,364.49 | |

| 52004341-654801 Contract - Professional Services | | | |
|---|---|---|---|
| Current Budget: | $ | 7,913.93 | |
| BT From 663304 | $ | 20,000.00 | |
| BT From 642905 | $ | 78,186.00 | |
| SC PO 22501321 | $ | (98,186.00) | Disaster Relief PO |
| **Total:** | $ | 7,913.93 | |

| Solid Waste Cash on Hand | | |
|---|---|---|
| Current Budget: | $ | 3,053,067.00 |

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 8.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Finance
**CONTACT:** Elizabeth Nulf **CHAIR:** Robert B. Corn

## ACTION REQUESTED:
Approval of purchase order ratification for a vendor change to Heil of Texas for the street department's sweeper purchase for $374,027.00, and cancel the initial purchase order #22400545 to Pete's Equipment for $374,052.00. (Corn/Najar)

## BACKGROUND:
**Initiated by: Louis Najar**

City was notified by Pete's Equipment that the delivery of sweeper equipment on purchase order #22400545 issued in July 2023 would be delayed by an additional 12 months. City located an alternate vendor that is able to provide equivalent equipment in a much shorter timeframe. PO 22400545 to Pete's Equipment was cancelled, and purchase order #22501175 was issued to Heil of Texas. Quote from Heil of Texas was $25 less expensive than Pete's equipment quote.

Heil of Texas Quote and purchase order #22501175 is attached.

## FINANCIAL CONSIDERATION
Change of vendor resulted in a savings of $25

## LEGAL REVIEW:
No Legal review required at this time.

## BOARD AND COMMITTEE ACTION:
Infrastructure Committee recommended approval (4-0) to refer to Finance Committee at their meeting on 10/21/24. Finance Committee on 11/7/2024 voted (4-0) to recommend to November City Council.

## STAFF RECOMMENDATION:
Consider approval of purchase order ratification for a vendor change to Heil of Texas for the Street Department's sweeper purchase for $374,027.00, and cancel the initial purchase order #22400545 to Pete's Equipment for $374,052.00.

**Attachments**

ATT 1 - Heil of Texas Quote
ATT 2 - PO 22501175
ATT 3 - PO 22400545

# CONTRACT PRICING WORKSHEET
**For MOTOR VEHICLES Only**

| Contract No.: | SW04-20 | Date Prepared: | 9/19/2024 |
|---|---|---|---|

***This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.***

| | | | |
|---|---|---|---|
| **Buying Agency:** | City of Roswell, NM | **Contractor:** | Heil of Texas |
| **Contact Person:** | Quin Miller | **Prepared By:** | Cody Garefalos |
| **Phone:** | 575-624-6730 | **Phone:** | 832-245-8222 |
| **Fax:** | | **Fax:** | 713-923-5522 |
| **Email:** | | **Email:** | codyg@heiloftexas.com |

| **Product Code:** | SW04-20B31 | **Description:** | **Schwarze M6SE Avalanche Variable High Dump Mechanical Street Sweeper** |
|---|---|---|---|

**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** 247,412

**B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.**
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

| Description | Cost | Description | Cost |
|---|---|---|---|
| Tube Type Main Broom | 0 | 5.0 Cubic Yard High Dump Debris Hopper | 0 |
| In-Cab Pneumatic Main Broom Downpressure Controls | 0 | Rear Mounted LED Strobe with Limb Guard | 0 |
| In-Cab Main Broom Variable Speed Controls | 0 | Remote Main Broom and Conveyor Grease Bank | 1100 |
| Dual 49" Diameter Gutter Brooms | 0 | Standard White Dupon Imron 5000 White Paint | 0 |
| In-Cab Dual Hydraulic Gutter Broom Tilt Controls | 0 | Freightliner M2 300HP Chassis w/Dual Steering & Gauges | 113480 |
| In-Cab Dual Gutter Broom Extension Override Controls | 0 | Air Ride Seats & Remote Control/Heated West Coast Mirrors | 0 |
| In-Cab Gutter Broom Pneumatic Downpressure Controls | 0 | Bendix AD9 Heated Air Dryer, AC, AM/FM Radio | 0 |
| In-Cab Gutter Broom Variable Speed Controls | 0 | 12" Diameter Fender Mounted Parabilic Mirrors | 570 |
| BeltType Conveyor System with 13 Rubber Cleats | 0 | In-Cab Load Weight Indicator | 545 |
| In-Cab Conveyor Variable Speed Controls | 0 | Hydraulic Pressure Gauge at Valve Bank | 250 |
| Single LCD Rear Vision Camera System - Cab Mounted | 0 | **Subtotal From Additional Sheet(s):** | |
| LED Traffic Guide Arrowboard w/In Cab Controls | 2315 | **Subtotal B:** | 118260 |

**C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.**
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

| Description | Cost | Description | Cost |
|---|---|---|---|
| 2024 Model Year Increase Body and Chassis Cost Increase | 9005 | | |
| Discount | -4650 | **Subtotal From Additional Sheet(s):** | |
| | | **Subtotal C:** | 4355 |

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 1%

**D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)**

| **Quantity Ordered:** | 1 | X **Subtotal of A + B + C:** | 370027 | = | **Subtotal D:** | 370027 |
|---|---|---|---|---|---|---|

**E. H-GAC Order Processing Charge (Amount Per Current Policy)** **Subtotal E:**

**F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation**

| Description | Cost | Description | Cost |
|---|---|---|---|
| **Freight** | **4000** | | |
| | | | |
| | | **Subtotal F:** | 4000 |

| **Delivery Date:** | **Sep-24** | **G. Total Purchase Price (D+E+F):** | 374027 |
|---|---|---|---|

# Purchase Order

ROSWELL
New Mexico

Fiscal Year 2025



| THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS. | |
|---|---|
| Purchase Order # | 22501175 |

Delivery must be made within doors of specified destination.

**BILL TO**

CITY OF ROSWELL
ATTN: ACCOUNTS PAYABLE
PO BOX 1838
ROSWELL NM 88202
(OR) AP@ROSWELL-NM.GOV

**VENDOR**

TEXAN WASTE EQUIPMENT INC
HEIL OF TEXAS
5900 WHEELER
HOUSTON, TX 77023

**SHIP TO**

STREET
300 E WALNUT ST
ROSWELL, NM 88203
Email: e.prichard@roswell-nm.gov
Phone: 5756246730

| Vendor Phone # | Vendor Email Address | Requisition Number | Requisitioner | |
|---|---|---|---|---|
| 915-920-6595 | | 12501532 | Elizabeth A Michael | e.michael@roswell-nm.gov |

| Date Ordered | Vendor Number | Date Required | Freight Method/Terms | Department/Location |
|---|---|---|---|---|
| 09/26/2024 | 13623 | | | Finance |

| Item# | Description/PartNo | QTY | UOM | Unit Price | Extended Price |
|---|---|---|---|---|---|
| | Schwarze M6SE Avalanche Variable High Dump Mechani<br>The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading | | | | |
| 1 | Schwarze M6SE Avalanche Variable High Dump Mechanical Street Sweeper. Remote Main Broom and Conveyor Grease Bank, Freightliner M2 300HP Chassis w/Dual Steering & Gauges, 12" Diameter Fender Mounted Parabilic Mirrors, In-Cab Load Weight Indicator, Hydraulic Pressure Gauge at Valve Bank, LED Traffic Guide Arrowboard w/In Cab Controls and 2024 Model Year Increase Body and Chassis Cost Increase.<br>GL Account: 26234323 - 817506 $374,027.00 | 1.0 | EACH | $374,027.00 | $374,027.00 |
| | ********** GL SUMMARY **********<br>26234323 - 817506 $374,027.00 | | | | |

By: O. Peek
Purchasing Agent, C.P.O

| | |
|---|---|
| Total Ext. Price | $374,027.00 |
| **PO Total** | **$374,027.00** |

# CITY OF ROSWELL, NEW MEXICO
## CONDITIONS GOVERNING THIS PURCHASE ORDER

**The CITY OF ROSWELL is not responsible for products, goods, supplies, equipment, or services delivered without authority of this written order.**

**DEFINITIONS:**

**CITY**: The City of Roswell, New Mexico agency and its employees.

**ITEM(S)**: The material(s), product(s), service(s), lease(s), equipment, components, merchandise, Instructor services, Entertainment, goods, commodity(ies) or, etc.

**INVOICE**: The document to request payment for this Purchase Order from the CITY and must show the following: Purchase Order Number, Date of Shipment, Date of Invoice, Invoice Number, Description & Listing of Item(s) Purchased, Quantity (if applicable), Unit Price or Cost of Each Item(s), Vendor: Name, Remittance Address, Phone Number, and Customer Account Number, if applicable,

**REQUISITIONER**: The employee of the CITY who is placing this order.

**Shipment of Items:**

Do not over ship or substitute. Ship exactly as ordered, unless otherwise approved by the CITY.

All products, supplies, equipment or service(s) received are subject to inspection and acceptance by the CITY.

If unable to fill this order exactly in accordance with description unit, price or specifications, please contact Requisitioner immediately. The CITY reserves the right to reject and return at shipper's expense any and all products or supplies delivered which do not conform to our description or specifications.

If unable to fill this order promptly or within the time specified, notify the REQUISITIONER immediately. In case of unreasonable delay in delivery or delivery of goods specified, or in case of any other default of the vendor, the CITY shall have the right to cancel this Purchase Order in whole or in part, and the CITY may procure the ITEM(S) from other sources.

**Freight:** All product shipped by freight, express or parcel post, MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY.

**Packing Slip:** Include itemized packing slips with all shipments. Show DEPARTMENT name for whom delivery is intended.

**Invoice:**

Invoice(s) must be sent on date of COMPLETE SHIPMENT of all product(s) ordered. Any Invoice pertaining to this order **must be received no later than 30 days from shipment date**, otherwise Invoice may not be processed for payment.

Any Discount Terms must be clearly stated on the Invoice, to include the dollar ($) amount or percent (%) amount that may be taken. Define the exact date terms for the discount.

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**Sales Taxes:**

New Mexico Gross Receipts Tax (NMGRT) must be applied at time of invoicing ***(IF APPLICABLE)*** and according to New Mexico Taxation and Revenue Rules and Regulations and at the current rate table.

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# Purchase Order

ROSWELL
New Mexico

Fiscal Year 2024



| THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS. | |
|---|---|
| Purchase Order # | 22400545 |

Delivery must be made within doors of specified destination.

**BILL TO**

CITY OF ROSWELL
ATTN: ACCOUNTS PAYABLE
PO BOX 1838
ROSWELL NM 88202
(OR) AP@ROSWELL-NM.GOV

**VENDOR**

PETE'S EQUIPMENT REPAIR INC
1412 BROADWAY NE
ALBUQUERQUE, NM 87102

**SHIP TO**

STREET
300 E WALNUT ST
ROSWELL, NM 88203
Email: f.rincon@roswell-nm.gov
Phone: 5756246730

| Vendor Phone # | Vendor Email Address | Requisition Number | Requisitioner | |
|---|---|---|---|---|
| 505-242-6969 | | 12400541 | Monica Barraza | m.barraza@roswell-nm.gov |

| Date Ordered | Vendor Number | Date Required | Freight Method/Terms | Department/Location |
|---|---|---|---|---|
| 07/24/2023 | 1994 | | | Streets |

| Item# | Description/PartNo | QTY | UOM | Unit Price | Extended Price |
|---|---|---|---|---|---|
| | 2023 Elgin Broom Bear dual broom Sweeper<br>The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading | | | | |
| 1 | 2023 Elgin Broom Bear dual broom Sweeper Mounted on a 2025 Freightliner M2 106 Chassis<br>Sourcewell Contract #093021-ELG<br>GL Account: 26234323 - 817506 $374,052.15 | 1.0 | EACH | $374,052.15 | $374,052.15 |
| | ********** GL SUMMARY **********<br>26234323 - 817506 $374,052.15 | | | | |

By: _____
Purchasing Agent, C.P.O

| | |
|---|---|
| Total Ext. Price | $374,052.15 |
| **PO Total** | **$374,052.15** |

# CITY OF ROSWELL, NEW MEXICO
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ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 9.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Finance
**CONTACT:** Elizabeth Nulf **CHAIR:** Robert B. Corn

## ACTION REQUESTED:
Approval for purchase order to Tank Industry Consultants for $450,000 to provide 3rd party inspection and quality control for Country Club Reservoir Repair Project. (Corn/Najar)

## BACKGROUND:
**Initiated by: Louis Najar**

This purchase order would provide for 3rd party inspection expenses for Country Club Reservoir Repair Project. Tank Industry Consultants is an approved City On-Call vendor. Tank Industry Consultants has personnel with appropriate qualifications and certifications to oversee reservoir repair work.

Tank Industry Consultant Quote is attached

## FINANCIAL CONSIDERATION
FY25 approved budget is $8,181,290.33 for Country Club Reservoir Project. $3,744,739.53 was awarded to TMI Coatings for construction at the October City Council meeting, leaving $4,436,550.80 balance available.

## LEGAL REVIEW:
No Legal review required at this time.

## BOARD AND COMMITTEE ACTION:
Infrastructure Committee recommended approval (4-0) to refer to Finance Committee at their meeting on 10/21/24. Finance Committee on 11/7/2024 voted (4-0) to recommend approval to November City Council meeting.

## STAFF RECOMMENDATION:
Consider approval for purchase order requisition to Tank Industry Consultants for $450,000 to provide 3rd party inspection and quality control for Country Club Reservoir Repair Project.

**Attachments**

ATT 1 - Tank Industry Consultants Quote

TIC

TANK
INDUSTRY
CONSULTANTS

*Engineering Water Tanks*
*Since 1979*

7740 West New York Street
Indianapolis, Indiana 46214
317 / 271-3100 - Phone
317 / 271-3300 – FAX

Atascadero, California
805 / 538-4206

El Paso, Texas
915 / 790-0790

Pittsburgh, Pennsylvania
412 / 262-1586

October 4, 2024

Louis Najar, P.E.
City Engineer
City of Roswell
415 North Richardson Avenue
Roswell, New Mexico 88202-1838

RE: Professional Services associated with the Rehabilitation of Two 7,500,000 Gallon Concrete Ground Storage Tanks
TIC Projects # 17.011.S1628.004 and .005

Dear Louis:

Tank Industry Consultants is pleased to provide this proposal for contract administration and inspection services associated with the rehabilitation of two 7,500,000 Gallon Concrete Ground Storage Tanks located in Roswell, New Mexico,

## EVALUATION

Tank Industry Consultants completed the evaluation of the tanks in February and March of 2017.

## PREPARATION OF SPECIFICATIONS

Tank Industry Consultants provided detailed technical specifications in 2024.

## CONSTRUCTION PHASE SERVICES

Resident Project Representation: The resident observation of the contractor's workmanship is the most important part of this project. The best-written, most thorough specifications do not assure the project is completed correctly. TIC's technicians are experienced in tank repair, painting, and erection. They are not only familiar with proper coating application techniques, but also with the underlying reasons for tank painting standards. In addition, our entire staff of civil, structural, chemical, and mechanical engineers and support personnel, including our NACE Certified Field Services Manager, Field Supervisors, and Contract Administrator are available for supplemental technical support for any special problems that might occur.

Daily Progress Reports: TIC's technician will furnish the City of Roswell and the contractor with a written report for each day's evaluation. The reports will address, at a minimum, the following items:

- Weather conditions
- Temperature
- Wind velocity and direction

  - Relative humidity
  - Dew point
- Location and quality of work performed and compliance with the project documents
- Paint batch numbers
- Wet film thickness readings
- Measure of the paint cure
- Number of men and equipment on the job
- Recommendations made
- Estimated completion date
- Other pertinent data as required or requested

TIC will utilize the following equipment (at a minimum) to monitor the work:

- AWWA Standards D110 and D115
- Surface Contamination Detection Device [soluble salts] (if required)
- Dry Film Thickness Gauge
- Sling Psychrometer and Psychometric Tables
- Adhesive Force Measurement Device (if required)

Atmospheric Conditions and Contaminants: Coatings are very sensitive to atmospheric conditions. Humidity and dew point must be within acceptable ranges during application and curing for coating systems to achieve maximum life. Evidence of the application of the coating under adverse atmospheric conditions may be a premature failure two or three years later.

In some environments, there is also the problem of contaminants being deposited on the concrete and between coats of paint. Even small traces of contaminants beneath a coating system have been found to cause premature coating failure.

Coating System Integrity: **Numerous** other situations may occur that can significantly reduce the life of the coating system. Causes for premature coating failure, such as contaminants in the abrasive or on the concrete and improper surface profile, cannot be found by an inexperienced technician. All of these situations require an experienced technician to identify not only the problems, but to make constructive suggestions to correct them. Proper evaluation cannot be performed using binoculars and telephoto lenses. Our field technicians evaluate cleaned and painted surfaces "up close," not just the ones next to ladders and platforms.

Proactive Participation: TIC's technicians utilize their knowledge and experience to be proactive. Our technicians anticipate potential problems and offer recommendations/guidance to the contractor to help avoid these problems. This helps to reduce the project length, thus minimizing evaluation time and costs, and returns the tank to service in the least possible time.

The ability of a coating system to achieve its anticipated service life is directly proportional to the quality of the workmanship during application. Therefore, money spent on resident observation will be paid back in a longer-lasting coating system.

Contract Administration: Once a tank rehabilitation project begins, TIC will be available to consult with and advise the City of Roswell Authority concerning any portion of the tank rehabilitation and repainting

project. Included with this proposal Exhibit A is a listing of Contract Administration services typically performed by TIC. Some of the contract administration could include:

- Consultation on adequacy and compliance with the project specifications
- Specification interpretation
- Attend the pre-construction and subsequent meetings—supplying typed meeting notes
- Review all contractors' submittals and shop drawings
- Review the construction schedule
- Review and approval of materials
- Prepare and assist in the negotiations of change orders and supplemental agreements
- Review and approval of payment requests
- Dispute settlement
- Public relations

The fees for the construction phase service and contract administration will be billed on a time and expense basis from the rate structure in effect at the time the services are performed. The current rate structure (good through December 31, 2025) is attached for your review. Based on our experience with similar projects, we have provided an estimate which should not be construed as a Not-to-Exceed figure. **TIC's field technician will be on-site whenever the Contractor is on site. If the City of Roswell chooses to modify this approach, a request will need to be communicated in writing. The contractors' construction methodology and work force allotment will be the overall determining factor for inspection hours and costs for this project.** Because of those two working conditions, which are outside of our control, we estimate the following:

| | |
|---|---|
| Resident Project Representation*: | |
| 16 - 18 weeks @ approximately $8,645/week<br>Based on a 55 hour work week | $138,320 – $155,610/ tank |
| Mob/demob (2) | $1,900/mob/demob. |
| Contract Administration/Project Management: | $34,400 - $38,700/tank |

*A minimal amount of time may be charged for the field technician's documentation preparation and on-site time.

## *ANNIVERSARY EVALUATION*

Present AWWA Standards recommend that all water tank construction and painting projects have a bonded warranty following the project completion date. Approximately eleven months after the completion of the tank construction or rehabilitation project, TIC will perform a First Anniversary Evaluation. This evaluation focuses on the contractor's compliance with the project specifications and drawings and the coating condition.

The fee for this evaluation will be $5,100/tank.

We look forward to working with you on this project. If you have any questions or comments, don't hesitate to get in touch with me.

Yours truly,

Tank Industry Consultants



Lourdes Borrego-O'Brien
Business Development Manager

# ROSWELL NEW MEXICO
# AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 10.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Finance
**CONTACT:** Elizabeth Nulf **CHAIR:** Robert B. Corn

## ACTION REQUESTED:
Approval for ratification of disaster relief PO# 22501320 in the amount of $581,016.66 to Cooperative Educational Services (CES). (Corn/Chaparro)

## BACKGROUND:
Initiated by: Abraham Chaparro

On October 21st, the City of Roswell suffered a catastrophic 100-year flood. Due to the unprecedented flooding, we needed to contract out the documentation and material reclamation within the city. The City Manager approved the contract with J&H services (with State Contractor Agreement) for the Solid Waste Department and created a purchase order #22501320 in the amount of $581,016.66 required for FEMA's rules for disaster relief.

In expectation of the Federal Disaster Declaration, the City of Roswell is anticipating the reimbursement of these funds.

## FINANCIAL CONSIDERATION
Reallocation of Current Funds not utilizing cash on hand.

## LEGAL REVIEW:
No legal review required at this time.

## BOARD AND COMMITTEE ACTION:
Finance Committee on11/07/2024 voted (4-0) to recommend ratification of disaster relief PO# 22501320 in the amount of $581,016.66 to Cooperative Educational Services (CES) with a recommendation to place on City Council consent agenda.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

CES Contract Award Letter
J&H Services Quote for Flood Disater
CES PO No. 22501320

# Contract Award Letter

January 16, 2023

J & H Services Inc
6616 Gulton Ct NE, Ste 90
ALBUQUERQUE, NM 87109

RE: Contract Award for:
**2023-08-C3115-ALL Job Order Contracting (JOC) - Paving + Site Work**

Dear Procurement Partner

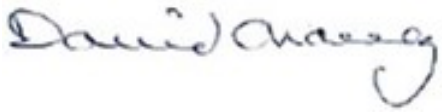
Cooperative Educational Services (CES) thanks you for responding to our 2023-08 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The Contract, in conjunction with the Contract and RFP documents, constitute the Agreement between the parties. Please retain all documents for your records. This Indefinite Delivery and Indefinite Quantity contract, as defined in NMSA 13-1-63; beginning December 13, 2022 and expiring December 12, 2025, pursuant to 13-1-150 NMSA.

**It is the vendor's responsibility to keep pricing up to date throughout the life of the contract.**

Sincerely yours,

Cooperative Educational Services



David Chavez
Executive Director, Chief Procurement Officer
Office: 505.344.5470

J & H Services, Inc.
6616 Gulton Ct NE Ste 90
6616 Gulton Ct NE, STE 90
Albuquerque. NM 87109

# Estimate

| Date | Estimate # |
|---|---|
| 10/22/2024 | 2603 |

| Name / Address |
|---|
| City of Roswell<br>425 N. Richardson<br>Roswell, NM 88201 |

| Expires | Project |
|---|---|
| 11/22/2024 | FEMA Documentation |

| Item | Description | Qty | Price | Total |
|---|---|---|---|---|
| 1000 Construction... | Disaster Relief Tracking<br><br>FEMA monitoring, FEMA documentation; 1 ls | 1 | 300,000.00 | 300,000.00T |

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.

| Phone # | Fax # | E-mail |
|---|---|---|
| 5058969428 | 505-896-9429 | holly@jhservicesinc.com |

| | |
|---|---|
| **Subtotal** | $300,000.00 |
| **Sales Tax (7.8958%)** | $23,687.40 |
| **Total** | $323,687.40 |

# Purchase Order

ROSWELL
New Mexico

Fiscal Year 2025



| THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS. | |
|---|---|
| Purchase Order # | 22501320 - 02 |

Delivery must be made within doors of specified destination.

BILL TO
CITY OF ROSWELL
ATTN: ACCOUNTS PAYABLE
PO BOX 1838
ROSWELL NM 88202
(OR) AP@ROSWELL-NM.GOV

VENDOR
COOPERATIVE EDUCATIONAL SERVIC
10601 RESEARCH RD SE
ALBUQUERQUE, NM 87123

SHIP TO
LANDFL
3006 W BRASHER RD
ROSWELL, NM 88203
Email: J.JAMES@ROSWELL-NM.GOV
Phone: 5756246746
Fax: 5756246952

| Vendor Phone # | Vendor Email Address | Requisition Number | Requisitioner | |
|---|---|---|---|---|
| 505-344-5470 | | 12501741 | Jaclyn James | j.james@roswell-nm.gov |

| Date Ordered | Vendor Number | Date Required | Freight Method/Terms | Department/Location |
|---|---|---|---|---|
| 10/22/2024 | 9521 | | | SW Landfill |

| Item# | Description/PartNo | QTY | UOM | Unit Price | Extended Price |
|---|---|---|---|---|---|
| | (FLOOD) DISASTER RELIEF, FEMA MONITORING<br>The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading | | | | |
| 1 | **MODIFIED:** (FLOOD) DISASTER RELIEF, FEMA MONITORING, FEMA DOCUMENTATION<br>GL Account: 52014342 - 654801 $581,016.66<br><br>********** GL SUMMARY **********<br>52014342 - 654801 $581,016.66 | 1.0 | EACH | $581,016.66 | $581,016.66 |

CHANGE ORDER

By: O. Peek
Purchasing Agent, C.P.O

| | |
|---|---|
| Total Ext. Price | $581,016.66 |
| **PO Total** | **$581,016.66** |

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# ROSWELL NEW MEXICO
# AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 11.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Finance
**CONTACT:** Elizabeth Nulf **CHAIR:** Robert B. Corn

## ACTION REQUESTED:
Approval for ratification of disaster relief PO #22501369 in the amount of $850,000 to M&M 4 HIM. LLC SERVEPRO of SOUTHWEST LUBBOCK. (Corn/Brooks)

## BACKGROUND:
Initiated by: Caroline Brooks

On October 21st, the City of Roswell suffered a catastrophic 100-year flood. Due to the unprecedented flooding, we needed to contract out the work for emergency restoration, service, and remodeling of the museum.

In expectation of the Federal Disaster Declaration, the City of Roswell is anticipating the reimbursement of these funds.

## FINANCIAL CONSIDERATION
Reallocation of current funds not utilizing cash on hand.

## LEGAL REVIEW:
No legal review required at this time.

## BOARD AND COMMITTEE ACTION:
Finance Committee on 11/07/2024 voted (4-0) to recommend ratification of disaster relief PO #22501369 in the amount of $850,000 to M&M 4 HIM. LLC SERVEPRO of SOUTHWEST LUBBOCK with a recommendation to place on City Council consent agenda.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

Servepro Quote
Servepro PO. No. 22501369

## SERVPRO of Southwest Lubbock

7477 County Road 7000
Lubbock, Texas 79407
806-780-6311
www.servprosouthwestlubbock.com

| | |
|---|---|
| Client: | Roswell Museum (Mitigation) |
| Property: | 1011 N. Richardson Ave<br>Roswell , NM 88201 |
| Operator: | TSILVAS |

| | | | |
|---|---|---|---|
| Estimator: | Abbey Miller | Business: | (806) 780-6311 |
| Company: | SERVPRO of Southwest Lubbock | E-mail: | amiller@servproofswlubbock.com |
| Business: | 7477 CR 7000<br>Lubbock , TX 79407 | | |

| | | | |
|---|---|---|---|
| Type of Estimate: | Flood | | |
| Date Entered: | 10/20/2024 | Date Assigned: | |

| | |
|---|---|
| Price List: | NMRO8X_OCT24 |
| Labor Efficiency: | Restoration/Service/Remodel |
| Estimate: | 2024-10-20-2124 |

**This is an ESTIMATE only. The cost given is an estimated/projected and do not constitute a firm quote. Once Structural Mitigation Service have been completed, SERVPRO will be able to provide a final estimate with a accurate scope of work, hours, expenses, and billable items. SERVPRO will adhere to the pricing in accordance with our 2024 Time and Materials Rate Schedule.**

**SERVPRO of Southwest Lubbock**

7477 County Road 7000
Lubbock, Texas 79407
806-780-6311
www.servprosouthwestlubbock.com

**2024-10-20-2124**

**2024-10-20-2124**

| DESCRIPTION | QTY |
|---|---|
| 1. Mitigaiton Services (Structure only) for the Roswell Museum.<br>Estimated cost for the Mitigation Services associated with clean up, demolition,(Once scope is agreed upon), mitigation equipment, labor ect. for the Roswell Museum. | 1.00 EA |

| | |
|---|---|
| Grand Total | $850,000.00 |

Abbey Miller

# Purchase Order

ROSWELL
New Mexico

Fiscal Year 2025



THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22501369 - 03**

Delivery must be made within doors of specified destination.

BILL TO
CITY OF ROSWELL
ATTN: ACCOUNTS PAYABLE
PO BOX 1838
ROSWELL NM 88202
(OR) AP@ROSWELL-NM.GOV

VENDOR
M&M 4 HIM, LLC
SERVPRO OF SOUTHWEST LUBBOCK
7477 CR 7000
LUBBOCK, TX 79407

SHIP TO
MUSEUM
1011 N. RICHARDSON AVE
ROSWELL, NM 88201
Email: ad.smith@roswell-nm.gov
Phone: 5756246744
Fax: 5756246765

| Vendor Phone # | Vendor Email Address | Requisition Number | Requisitioner | |
|---|---|---|---|---|
| | | 12501828 | Cristina Delacerda | c.delacerda@roswell-nm.gov |

| Date Ordered | Vendor Number | Date Required | Freight Method/Terms | Department/Location |
|---|---|---|---|---|
| 10/29/2024 | 15100 | | | Museum |

| Item# | Description/PartNo | QTY | UOM | Unit Price | Extended Price |
|---|---|---|---|---|---|
| | Disaster Relief Flood-Restoration/Service/Remodel<br>The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading | | | | |
| 1 | **MODIFIED:** Exigent Energency Circumstances Flood Disaster Relief Flood-Restoration/Service/Remodel<br>GL Account: 26114221 - 652401 $850,000.00<br><br>********** GL SUMMARY **********<br>26114221 - 652401 $850,000.00 | 1.0 | EACH | $850,000.00 | $850,000.00 |

CHANGE ORDER

By: O. Peek
Purchasing Agent, C.P.O

| | |
|---|---|
| Total Ext. Price | $850,000.00 |
| **PO Total** | **$850,000.00** |

# CITY OF ROSWELL, NEW MEXICO
## CONDITIONS GOVERNING THIS PURCHASE ORDER

**The CITY OF ROSWELL is not responsible for products, goods, supplies, equipment, or services delivered without authority of this written order.**

**DEFINITIONS:**

**CITY**: The City of Roswell, New Mexico agency and its employees.

**ITEM(S)**: The material(s), product(s), service(s), lease(s), equipment, components, merchandise, Instructor services, Entertainment, goods, commodity(ies) or, etc.

**INVOICE**: The document to request payment for this Purchase Order from the CITY and must show the following: Purchase Order Number, Date of Shipment, Date of Invoice, Invoice Number, Description & Listing of Item(s) Purchased, Quantity (if applicable), Unit Price or Cost of Each Item(s), Vendor: Name, Remittance Address, Phone Number, and Customer Account Number, if applicable,

**REQUISITIONER**: The employee of the CITY who is placing this order.

**Shipment of Items:**

Do not over ship or substitute. Ship exactly as ordered, unless otherwise approved by the CITY.

All products, supplies, equipment or service(s) received are subject to inspection and acceptance by the CITY.

If unable to fill this order exactly in accordance with description unit, price or specifications, please contact Requisitioner immediately. The CITY reserves the right to reject and return at shipper's expense any and all products or supplies delivered which do not conform to our description or specifications.

If unable to fill this order promptly or within the time specified, notify the REQUISITIONER immediately. In case of unreasonable delay in delivery or delivery of goods specified, or in case of any other default of the vendor, the CITY shall have the right to cancel this Purchase Order in whole or in part, and the CITY may procure the ITEM(S) from other sources.

**Freight:** All product shipped by freight, express or parcel post, MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY.

**Packing Slip:** Include itemized packing slips with all shipments. Show DEPARTMENT name for whom delivery is intended.

**Invoice:**

Invoice(s) must be sent on date of COMPLETE SHIPMENT of all product(s) ordered. Any Invoice pertaining to this order **must be received no later than 30 days from shipment date**, otherwise Invoice may not be processed for payment.

Any Discount Terms must be clearly stated on the Invoice, to include the dollar ($) amount or percent (%) amount that may be taken. Define the exact date terms for the discount.

**Acceptance:**

All items delivered on this order are to be new and the manufacture or product of the United States or its territorial possessions, unless otherwise specified.

The workmanship, quantities or qualities of goods which are to be paid for hereunder shall be to the satisfaction of the CITY and before final acceptance by the CITY all matters of dispute must be adjusted to the mutual satisfaction of the CITY and the vendor. Determinations and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in questions is settled.

The vendor by accepting this order agrees to assume the defense of and hold the CITY, its agents and its employees, harmless from all suits, costs, expenses, claims and damages arising from the use of the described materials because of actual or alleged infringement of any copy rights, patent or patent right of any invention or any other cause, and vendor represents and warrants that the unit prices charged herein are not higher than any applicable legal maximum prices permitted under existing governmental regulations and are not in excess of those currently charged to other governmental, institutional, or commercial users for similar items, quantities and deliveries.

**Sales Taxes:**

New Mexico Gross Receipts Tax (NMGRT) must be applied at time of invoicing ***(IF APPLICABLE)*** and according to New Mexico Taxation and Revenue Rules and Regulations and at the current rate table.

**Federal, State and Local Laws:**

Upon the vendor's acceptance hereof, the vendor agrees to comply and follow all Federal, State and Local Laws, Rules and Regulations, the State of New Mexico Procurement Laws and shall keep itself fully informed of all municipal ordinances and regulations in any manner affecting this order and the items delivered at vendor's sole cost and expense. Vendor shall comply with laws prohibiting discrimination on account of race, creed, color, or national origin.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 12.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Finance
**CONTACT:** Elizabeth Nulf **CHAIR:** Robert B. Corn

## ACTION REQUESTED:
Approval for ratification of disaster relief PO #22501352 in the amount of $107,062.59 to Paul Davis Restoration of NM, INC. (Corn/Burress)

## BACKGROUND:
Initiated by: James Burress

On October 21st, the City of Roswell suffered a catastrophic 100-year flood. Due to the unprecedented flooding, we needed to contract out the work for emergency mitigation services for the Parks building located at 1101 W. 4th Street.

In expectation of the Federal Disaster Declaration, the City of Roswell is anticipating the reimbursement of these funds.

## FINANCIAL CONSIDERATION
Reallocation of current funds not utilizing cash on hand.

## LEGAL REVIEW:
No legal review required at this time.

## BOARD AND COMMITTEE ACTION:
Finance Committee on 11/07/2024 voted (4-0) to recommend ratification of disaster relief PO# 22501352 in the amount of $107,062.59 to Paul Davis Restoration of NM, INC with a recommendation to place on City Council consent agenda.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

Paul Davis PO No. 22501352

# Purchase Order

ROSWELL
New Mexico

Fiscal Year 2025



| THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS. | |
|---|---|
| Purchase Order # | 22501352 |

Delivery must be made within doors of specified destination.

**BILL TO**

CITY OF ROSWELL
ATTN: ACCOUNTS PAYABLE
PO BOX 1838
ROSWELL NM 88202
(OR) AP@ROSWELL-NM.GOV

**VENDOR**

PAUL DAVIS RESTORATION OF NM, INC
7820 4TH STREET NW
ALBUQUERQUE, NM 87107

**SHIP TO**

PRKADM
1101 W 4TH ST
ROSWELL, NM 88201
Email: e.prichard@roswell-nm.gov
Phone: 5756246720
Fax: 5756246889

| Vendor Phone # | Vendor Email Address | Requisition Number | Requisitioner | |
|---|---|---|---|---|
| 5059345583 | | 12501808 | Elizabeth A Michael | e.michael@roswell-nm.gov |

| Date Ordered | Vendor Number | Date Required | Freight Method/Terms | Department/Location |
|---|---|---|---|---|
| 10/25/2024 | 15094 | | | Parks |

| Item# | Description/PartNo | QTY | UOM | Unit Price | Extended Price |
|---|---|---|---|---|---|
| | Parks building 1101 W. 4th Emergency Mitigation<br>The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading | | | | |
| 1 | Parks building located at 1101 W. 4th st, Roswell NM 88201. We expect emergency mitigation services to be approximately $107,062.59. This is for the IT building only.<br>Please note the following:<br>-This is for emergency personnel mobilization (travel hours, lodging, per diem, mileage), water extraction, drying equipment, and demolition of non-asbestos containing materials ONLY.<br>-It is necessary to bring a generator including distro boxes, spider boxes, cables and a lift in from out of state, this ballpark includes a base fee for the generator package rental ONLY.<br>- ?There will be additional fees for the generator operator's time, set up, take down, travel, lodging, per diem, generator run time, fuel, and maintenance costs. Because these costs are beyond Paul Davis' control they will be billed as incurred in addition to the estimated price stated above.<br>-It is necessary to test for asbestos prior to demolition. If the building was built in 1978 or earlier it will also be necessary to test for lead.<br>-There will be additional fees for lead and asbestos testing. Because these costs are beyond Paul Davis' control they will be billed as incurred in addition to the estimated price stated above.<br>-This estimate EXCLUDES any costs to be billed as incurred as outlined above.<br>-This estimate EXCLUDES any contents (pack out of furnishings, storage, cleaning of contents, etc)<br>-This estimate EXCLUDES all post mitigation clearance testing for mold or E. Coli<br>-This estimate EXCLUDES all reconstruction services.<br>GL Account: 11014231 - 614002 $107,062.59<br><br>********** GL SUMMARY **********<br>11014231 - 614002 $107,062.59 | 1.0 | EACH | $107,062.59 | $107,062.59 |

By: O. Peek
Purchasing Agent, C.P.O

| | |
|---|---|
| Total Ext. Price | $107,062.59 |
| **PO Total** | **$107,062.59** |

# CITY OF ROSWELL, NEW MEXICO
## CONDITIONS GOVERNING THIS PURCHASE ORDER

**The CITY OF ROSWELL is not responsible for products, goods, supplies, equipment, or services delivered without authority of this written order.**

**DEFINITIONS:**

**CITY**: The City of Roswell, New Mexico agency and its employees.

**ITEM(S)**: The material(s), product(s), service(s), lease(s), equipment, components, merchandise, Instructor services, Entertainment, goods, commodity(ies) or, etc.

**INVOICE**: The document to request payment for this Purchase Order from the CITY and must show the following: Purchase Order Number, Date of Shipment, Date of Invoice, Invoice Number, Description & Listing of Item(s) Purchased, Quantity (if applicable), Unit Price or Cost of Each Item(s), Vendor: Name, Remittance Address, Phone Number, and Customer Account Number, if applicable,

**REQUISITIONER**: The employee of the CITY who is placing this order.

**Shipment of Items:**

Do not over ship or substitute. Ship exactly as ordered, unless otherwise approved by the CITY.

All products, supplies, equipment or service(s) received are subject to inspection and acceptance by the CITY.

If unable to fill this order exactly in accordance with description unit, price or specifications, please contact Requisitioner immediately. The CITY reserves the right to reject and return at shipper's expense any and all products or supplies delivered which do not conform to our description or specifications.

If unable to fill this order promptly or within the time specified, notify the REQUISITIONER immediately. In case of unreasonable delay in delivery or delivery of goods specified, or in case of any other default of the vendor, the CITY shall have the right to cancel this Purchase Order in whole or in part, and the CITY may procure the ITEM(S) from other sources.

**Freight:** All product shipped by freight, express or parcel post, MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY.

**Packing Slip:** Include itemized packing slips with all shipments. Show DEPARTMENT name for whom delivery is intended.

**Invoice:**

Invoice(s) must be sent on date of COMPLETE SHIPMENT of all product(s) ordered. Any Invoice pertaining to this order **must be received no later than 30 days from shipment date**, otherwise Invoice may not be processed for payment.

Any Discount Terms must be clearly stated on the Invoice, to include the dollar ($) amount or percent (%) amount that may be taken. Define the exact date terms for the discount.

**Acceptance:**

All items delivered on this order are to be new and the manufacture or product of the United States or its territorial possessions, unless otherwise specified.

The workmanship, quantities or qualities of goods which are to be paid for hereunder shall be to the satisfaction of the CITY and before final acceptance by the CITY all matters of dispute must be adjusted to the mutual satisfaction of the CITY and the vendor. Determinations and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in questions is settled.

The vendor by accepting this order agrees to assume the defense of and hold the CITY, its agents and its employees, harmless from all suits, costs, expenses, claims and damages arising from the use of the described materials because of actual or alleged infringement of any copy rights, patent or patent right of any invention or any other cause, and vendor represents and warrants that the unit prices charged herein are not higher than any applicable legal maximum prices permitted under existing governmental regulations and are not in excess of those currently charged to other governmental, institutional, or commercial users for similar items, quantities and deliveries.

**Sales Taxes:**

New Mexico Gross Receipts Tax (NMGRT) must be applied at time of invoicing ***(IF APPLICABLE)*** and according to New Mexico Taxation and Revenue Rules and Regulations and at the current rate table.

**Federal, State and Local Laws:**

Upon the vendor's acceptance hereof, the vendor agrees to comply and follow all Federal, State and Local Laws, Rules and Regulations, the State of New Mexico Procurement Laws and shall keep itself fully informed of all municipal ordinances and regulations in any manner affecting this order and the items delivered at vendor's sole cost and expense. Vendor shall comply with laws prohibiting discrimination on account of race, creed, color, or national origin.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 13.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Finance
**CONTACT:** Elizabeth Prichard **CHAIR:** Robert B. Corn

## ACTION REQUESTED:
Approval for Landfill to reallocate funds to cover expenses for infrastructure $70,240, equipment $300,000, vehicles $52,602, and building improvements $341,016.66 for FY25 totaling $763,858. (Corn/Chaparro)

## BACKGROUND:
**Initiated by: Abraham Chaparro**

The Landfill is asking for the following funds to be reallocated:

- $70,240 from 52014342-817504 Capital Outlay - Infrastructure (New Gates), to 52014342-654801 Contract - Professional Services to cover the negative on the account and be able to replenish the funds to Recycling.
- $300,000 from 52014342-817505 Capital Outlay - Equipment to 52014342-654801 to cover the PO for Disaster Relief to CES
- $52,602.00 from Capital Outlay - Vehicles (Supervisor Truck) to 52014342-614004 M&R Equipment to last the rest of the fiscal year.
- $134,000.00 from Capital Outlay - Building Improvements instead of getting a second well replacing the Fire Suppression System $60,000, and moving $281,016.33 to 52014342-654801 to cover the rest of the Po for Disaster Relief to CES.

## FINANCIAL CONSIDERATION
Reallocation of current funds, not utilizing cash on hand.

## LEGAL REVIEW:
No Legal review required at this time.

## BOARD AND COMMITTEE ACTION:
Finance Committee recommended approval (4-0) at their meeting on 11/7/24.

## STAFF RECOMMENDATION:
Consider recommending approval of the reallocation of funds for the Landfill.

**Attachments**

CES Invoice
CES PO
Estimate
Budget Reallocations

# J & H Services, Inc.

6616 Gulton Ct NE Ste 90
6616 Gulton Ct NE, STE 90
Albuquerque, NM 87109

# Progress Invoice

| Date | Invoice # |
|---|---|
| 10/30/2024 | 7776 |

**Bill To**

City of Roswell
425 N. Richardson
Roswell, NM 88201

| Project | 2446 Roswell Emergency Landfill Roadwork |
|---|---|

| P.O. No. | Terms |
|---|---|
| 22501320 | Net 30 |

| Item | Description | Inv Qty | Rate | Curr % | Total % | Prior Qty | Prior Amt | Amount |
|---|---|---|---|---|---|---|---|---|
| 1000 Con... | Administration Support; 0.5 hr | 0.5 | 45.00 | 100.00% | 100.00% | 0 | | 22.50T |
| 1000 Con... | Skilled Laborer; 148 hr | 148 | 55.00 | 100.00% | 100.00% | 0 | | 8,140.00T |
| 1000 Con... | Site Supervisor; 55 hr | 55 | 95.00 | 100.00% | 100.00% | 0 | | 5,225.00T |
| 1000 Con... | Sr Project Manager; 29.5 hr | 29.5 | 200.00 | 100.00% | 100.00% | 0 | | 5,900.00T |
| 1000 Con... | General Superintendent; 36 hr | 36 | 300.00 | 100.00% | 100.00% | 0 | | 10,800.00T |
| 1000 Con... | Equipment Mechanic; 5.5 hr | 5.5 | 200.00 | 100.00% | 100.00% | 0 | | 1,100.00T |
| 1000 Con... | Executive Officer including assistant; 18.5 hrs | 18.5 | 500.00 | 100.00% | 100.00% | 0 | | 9,250.00T |
| 9960 Equi... | Wheel Loader with Operator; 54.5 hr | 54.5 | 200.00 | 100.00% | 100.00% | 0 | | 10,900.00T |
| 9960 Equi... | Motor Grader with Operator; 25 hr | 25 | 230.00 | 100.00% | 100.00% | 0 | | 5,750.00T |
| 9960 Equi... | D6 Dozer with Operator; 26 hr | 26 | 280.00 | 100.00% | 100.00% | 0 | | 7,280.00T |
| 9960 Equi... | Dump Truck- 20 cy; 446.5 hr | 446.5 | 125.00 | 100.00% | 100.00% | 0 | | 55,812.50T |
| 9960 Equi... | Haul Truck; 59 hr | 59 | 170.00 | 100.00% | 100.00% | 0 | | 10,030.00T |
| 9960 Equi... | Roller with Operator; 22 hr | 22 | 145.00 | 100.00% | 100.00% | 0 | | 3,190.00T |
| 9960 Equi... | Manlift; 4 days | 4 | 100.00 | 100.00% | 100.00% | 0 | | 400.00T |
| 9960 Equi... | Scale and Scale house rental; 1 month | 1 | 4,200.00 | 100.00% | 100.00% | 0 | | 4,200.00T |
| 9960 Equi... | Generator Rental; 3 days | 3 | 100.00 | 100.00% | 100.00% | 0 | | 300.00T |
| 9960 Equi... | Pickup/Van per day, 2 ea per location; 11 days | 11 | 700.00 | 100.00% | 100.00% | 0 | | 7,700.00T |
| 9965 Mat... | Engineered Fill; 1378.23 tons | 1,378.23 | 8.00 | 100.00% | 100.00% | 0 | | 11,025.84T |
| 9965 Mat... | Base Course; 5207.6 tons | 5,207.6 | 17.00 | 100.00% | 100.00% | 0 | | 88,529.20T |
| 1000 Con... | King Industries FEMA Monitoring; 12 days | 12 | 4,675.00 | 100.00% | 100.00% | 0 | | 56,100.00T |
| 1000 Con... | New scale house software, install and license; 1 ls | 1 | 5,823.60 | 100.00% | 100.00% | 0 | | 5,823.60T |

Our policy is to add 1 1/2% per month to all accounts in arrears 30 days or more. Customer is liable for attorney's fees and court costs if matter is turned over to an attorney for collection.

| | |
|---|---|
| **Subtotal** | $307,478.64 |
| **Sales Tax (7.8958%)** | $24,277.90 |
| **Total** | $331,756.54 |
| **Payments/Credits** | $0.00 |
| **Balance Due** | $331,756.54 |

| Phone # | Fax # | E-mail |
|---|---|---|
| 5058969428 | 505-896-9429 | holly@jhservicesinc.com |

# Purchase Order

ROSWELL
New Mexico

Fiscal Year 2025



| THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS. | |
|---|---|
| Purchase Order # | 22501320 - 02 |

Delivery must be made within doors of specified destination.

BILL TO
CITY OF ROSWELL
ATTN: ACCOUNTS PAYABLE
PO BOX 1838
ROSWELL NM 88202
(OR) AP@ROSWELL-NM.GOV

VENDOR
COOPERATIVE EDUCATIONAL SERVIC
10601 RESEARCH RD SE
ALBUQUERQUE, NM 87123

SHIP TO
LANDFL
3006 W BRASHER RD
ROSWELL, NM 88203
Email: J.JAMES@ROSWELL-NM.GOV
Phone: 5756246746
Fax: 5756246952

| Vendor Phone # | Vendor Email Address | Requisition Number | Requisitioner | |
|---|---|---|---|---|
| 505-344-5470 | | 12501741 | Jaclyn James | j.james@roswell-nm.gov |

| Date Ordered | Vendor Number | Date Required | Freight Method/Terms | Department/Location |
|---|---|---|---|---|
| 10/22/2024 | 9521 | | | SW Landfill |

| Item# | Description/PartNo | QTY | UOM | Unit Price | Extended Price |
|---|---|---|---|---|---|
| | (FLOOD) DISASTER RELIEF, FEMA MONITORING<br>The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading | | | | |
| 1 | **MODIFIED:** (FLOOD) DISASTER RELIEF, FEMA MONITORING, FEMA DOCUMENTATION<br>GL Account: 52014342 - 654801 $581,016.66<br><br>********** GL SUMMARY **********<br>52014342 - 654801 $581,016.66 | 1.0 | EACH | $581,016.66 | $581,016.66 |

CHANGE ORDER

By: O. Peek
Purchasing Agent, C.P.O

| | |
|---|---|
| Total Ext. Price | $581,016.66 |
| **PO Total** | **$581,016.66** |

# CITY OF ROSWELL, NEW MEXICO
## CONDITIONS GOVERNING THIS PURCHASE ORDER

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**DEFINITIONS:**

**CITY**: The City of Roswell, New Mexico agency and its employees.

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**INVOICE**: The document to request payment for this Purchase Order from the CITY and must show the following: Purchase Order Number, Date of Shipment, Date of Invoice, Invoice Number, Description & Listing of Item(s) Purchased, Quantity (if applicable), Unit Price or Cost of Each Item(s), Vendor: Name, Remittance Address, Phone Number, and Customer Account Number, if applicable,

**REQUISITIONER**: The employee of the CITY who is placing this order.

**Shipment of Items:**

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All products, supplies, equipment or service(s) received are subject to inspection and acceptance by the CITY.

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**Freight:** All product shipped by freight, express or parcel post, MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY.

**Packing Slip:** Include itemized packing slips with all shipments. Show DEPARTMENT name for whom delivery is intended.

**Invoice:**

Invoice(s) must be sent on date of COMPLETE SHIPMENT of all product(s) ordered. Any Invoice pertaining to this order **must be received no later than 30 days from shipment date**, otherwise Invoice may not be processed for payment.

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**Acceptance:**

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**Sales Taxes:**

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Upon the vendor's acceptance hereof, the vendor agrees to comply and follow all Federal, State and Local Laws, Rules and Regulations, the State of New Mexico Procurement Laws and shall keep itself fully informed of all municipal ordinances and regulations in any manner affecting this order and the items delivered at vendor's sole cost and expense. Vendor shall comply with laws prohibiting discrimination on account of race, creed, color, or national origin.

J & H Services, Inc.
6616 Gulton Ct NE Ste 90
6616 Gulton Ct NE, STE 90
Albuquerque. NM 87109

# Estimate

| Date | Estimate # |
|---|---|
| 10/30/2024 | 2614 |

| Name / Address |
|---|
| City of Roswell<br>425 N. Richardson<br>Roswell, NM 88201 |

| Expires | Project |
|---|---|
| 11/30/2024 | Emerg Temp Debris Operation |

| Item | Description | Qty | Price | Total |
|---|---|---|---|---|
| | Operations Dates: 10/28/24- 11/2/24 | | | |
| 1000 Construction... | Administrative Support; 5 hr | 5 | 45.00 | 225.00T |
| 1000 Construction... | Crew Member- Skilled Laborer; 60 hr | 60 | 55.00 | 3,300.00T |
| 1000 Construction... | General Superintendent; 8 hr | 8 | 300.00 | 2,400.00T |
| 1000 Construction... | Executive Officer:20 hr | 20 | 500.00 | 10,000.00T |
| 9960 Equipment | Manlift with Operator; 7 days | 7 | 80.00 | 560.00T |
| 9960 Equipment | Pickup Truck; 7 days | 7 | 350.00 | 2,450.00T |
| 9960 Equipment | Generator Rental; 7 days | 7 | 100.00 | 700.00T |
| 1000 Construction... | King Ind FEMA Monitoring; 7 days | 7 | 4,675.00 | 32,725.00T |
| 1000 Construction... | Scale Certification; 1 ls | 1 | 3,277.50 | 3,277.50T |
| 1000 Construction... | Office Supplies; 1 ls | 1 | 381.80 | 381.80T |
| 1000 Construction... | Fencing for State approved Secondary Temporary Dump Site; 7000 lf | 7,000 | 25.00 | 175,000.00T |

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.

| Phone # | Fax # | E-mail |
|---|---|---|
| 5058969428 | 505-896-9429 | holly@jhservicesinc.com |

| | |
|---|---|
| **Subtotal** | $231,019.30 |
| **Sales Tax (7.8958%)** | $18,240.82 |
| **Total** | $249,260.12 |

# Budget Reallocation – Landfill

| 52014342-817504 Capital Outlay - Infrastructure | | |
|---|---|---|
| Current Budget | $ 160,240.00 | |
| Cell 5B Design | $ (55,269.00) | Approved Capital Progect |
| Transfer to 654801 | $ (70,240.00) | |
| **Total:** | $ 34,731.00 | |

| 52014342-817506 Capital Outlay - Vehicles | | |
|---|---|---|
| Current Budget | $ 52,602.00 | |
| Transfer to 614004 | $ (52,602.00) | |
| **Total:** | $ - | |

| 52014342-614004 M & R Equipment | | |
|---|---|---|
| Current Budget | $ 2,709.95 | |
| BT from 817506 | $ 52,602.00 | |
| **Total:** | $ 55,311.95 | |

| 52014342-817503 Capital Outlay - Building Improvements | | |
|---|---|---|
| Current Budget | $ 375,000.00 | |
| Transfer to 654801 | $(281,017.00) | |
| Fire Suppression System | $ (60,000.00) | |
| **Total:** | $ 33,983.00 | |

| 52014342-817505 Capital Outlay - Equipment | | |
|---|---|---|
| Current Budget | $ 571,211.00 | |
| Transfer to 5200 | $ (4,000.00) | Transfer to Cover Online Collection |
| Transfer to 5200 | $(250,000.00) | Transfer to Cover M&R Vehicle |
| Transfer to 654801 | $(300,000.00) | |
| **Total:** | $ 17,211.00 | |

| 52014342-654801 Contract - Professional Services | | |
|---|---|---|
| Current Budget | $ (56,276.74) | |
| Recycling | $ (10,000.00) | Prior Budget Adjustment |
| BT from 817505 | $ 300,000.00 | |
| BT from 817504 | $ 70,240.00 | |
| BT from 735613 | $ 10,000.00 | |
| BT from 817503 | $ 281,017.00 | |
| J&H PO 22501320 | $(581,016.66) | Disaster Relief PO |
| SMA PO 22501348 | $ (10,000.00) | Disaster Relief PO |
| **Total:** | $ 3,963.60 | |

# ROSWELL NEW MEXICO
# AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 14.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Finance
**CONTACT:** Elizabeth Nulf **CHAIR:** Robert B. Corn

## ACTION REQUESTED:
Approval for ratification of disaster relief PO #22501417 in the amount of $103,202.33 to Abraham's Construction. (Corn/Najar)

## BACKGROUND:
Initiated by: Louis Najar

On October 21st, the City of Roswell suffered a catastrophic 100-year flood. Due to the unprecedented flooding, we needed to contract out the work for emergency bridge repair and roadway backfill on w. 8th St at Spring River, E. Mescalero Rd at Berrendo River, and N. Garden St. at Spring River.

In expectation of the Federal Disaster Declaration, the City of Roswell is anticipating the reimbursement of these funds.

## FINANCIAL CONSIDERATION
Reallocation of current funds not utilizing cash on hand.

## LEGAL REVIEW:
No legal review required at this time.

## BOARD AND COMMITTEE ACTION:
Finance Committee on 11/07/2024 voted (4-0) to recommend ratification of disaster relief PO# 22501417 in the amount of $103,202.33 to Abraham's Construction with a recommendation to place on City Council consent agenda.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

Abraham's Construction Quote
PO No. 22501417

ROSWELL
Engineering

To: Arely Peek
Purchasing Agent

November 1, 2024

Re: Recommendation of Award
Project Development Services – Roadway Backfill Repairs October 2024 Flooding Event

The City of Roswell requested quotes from contractors to provide repairs to roadway areas that were washed out and damaged due to the flooding event in October 2024. Locations of work are: W 8th Street at Spring River, E. Mescalero Rd at Berrendo River, and N. Garden St at Spring River. Quotes shown include GRT.

| | |
|---|---|
| 1. Constructors Inc | $194,924.55 |
| 2. Smithco Construction | Notification of No Quote Received |
| 3. Bullet Construction | Notification of No Quote Received |
| 4. Abraham's Construction | $103,202.33 |

Upon review of submitted quote details I hereby recommend this work go to Abraham's Construction in the amount of $103,202.33 which includes GRT. Engineering department proposes to issue a Notice of Award & Notice to Proceed to Abraham's Construction.

If you have any questions please contact me.

Sincerely,

James MacCornack, P.E.
Senior Engineer

ABRAHAM'S CONSTRUCTION, INC.

PO BOX 9906
ALBUQUERQUE, NM 87119
(505) 830-3820
(505) 881-1666

# Proposal/Estimate

| DATE | ESTIMATE NO. |
|---|---|
| 11/1/2024 | 1290 |

| NAME / ADDRESS |
|---|
| City of Roswell<br>425 N Richardson Ave<br>Roswell, NM 88201 |

**PROJECT**

RFQ Roswell
Backfill and Basecourse Repair
Flood Damage Roadways

| DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| 8th Street Spring River Location | | | | |
| Remove Existing Asphalt Surfacing and Concrete Debris | 270 | SY | 20.00 | 5,400.00T |
| Subgrade Excavation and Flowfill | 125 | CY | 250.00 | 31,250.00T |
| Blading and Reshaping | 550 | SY | 20.00 | 11,000.00T |
| Replace Curb and Gutter | 180 | LF | 50.00 | 9,000.00T |
| E Mescalero Rd Berrendo River Bridge Location | | | | |
| Subgrade Excavation and Flowfill | 50 | CY | 250.00 | 12,500.00T |
| Blading and Reshaping | 600 | SY | 15.00 | 9,000.00T |
| 900 N Garden Location | | | | |
| Subgrade Excavation and Flowfill | 70 | CY | 250.00 | 17,500.00T |
| Sales Tax- Roswell 04-101 | | | 7.8958% | 7,552.33 |

**THIS ESTIMATE IS VALID FOR (60) DAYS.**

**TOTAL** $103,202.33

ROSWELL
New Mexico

City of Roswell

**To: Bullet Construction, Abraham's Construction, Constructors Inc, Smithco Construction**

**October 29, 2024**

**From: James MacCornack, P.E. – Senior Engineer**
**RFQ – Backfill and Basecourse Repair Flood Damaged Roadways**

**A. DESCRIPTION: NEED OF SERVICES**

The City of Roswell is seeking services for the repair of backfill and basecourse on various roadway segments that have been washed out and damaged due to the flood event in October 2024:

1. East approach of bridge on 8th Street at Spring River (8th Street from Missouri St to bridge structure)

2. East approach of bridge on E. Mescalero Rd at Berrendo River

3. East side of box culvert at 900 N. Garden

**B. REQUESTED WORK**

The City of Roswell is requesting proposals with quotes for the following Scope of Work and Tasks as follows:

**Scope of Work**

This request for quotes is for replacement of backfill and basecourse that was washed out and damaged due to the flood event in October 2024. The intent is to repair road base to allow for subsequent paving to be completed. Road base needs to be prepared to a level to allow paving to be replaced to match existing grade. Removals estimated at approximately 10 tons. Landfill tipping fees are $18.23 for concrete and asphalt debris and are waived (zero fees) for clean dirt and gravel for this project. Landfill receipts will be required to verify tonnage.

Work is to conform to NMDOT Standard Specifications and City of Roswell Public Works Specifications. Below are estimated quantities at each location:

- **8th Street Spring River Bridge Location:**

    - Remove existing asphalt surfacing and concrete debris: 270 SQ YD
    - Subgrade excavation and flowfill: 125 CY
    - Blading and Reshaping: 550 SQ YD (Any required fill shall be basecourse or engineered fill and incidental to item)
    - Replace curb & gutter: 180'

- **E. Mescalero Rd Berrendo River Bridge Location:**

    - Subgrade excavation and flowfill: 50 CY
    - Blading and Reshaping: 600 SQ YD (Any required fill shall be basecourse or engineered fill and incidental to item)

- **900 N. Garden Location**:

    - Remove existing 4" sidewalk: 16 SQ YD
    - Subgrade excavation and flowfill: 70 CY

**Anticipated Time Line: as measured from Notice to Proceed**

**Proposer shall submit a proposed schedule based on tasks identified.**
**Proposer may also identify other tasks they deem necessary for the betterment of project**
**City time line: Issue RFQ, review RFQ, enter in agreement with vendor as soon as possible.**

**C. SUBMITTAL & PRICING**

Proposals and Quotes are to be submitted in a PDF format and will be an email submittal. **All proposals and quotes must be received by 5pm, November 1, 2024. Submit to James MacCornack at j.maccornack@roswell-nm.gov**

Proposals will be graded on proposal detail, time line and costs. Itemized cost is requested do better evaluate a proposal. Again, **proposers may add tasks they deem necessary for the betterment of project development**.
A professional courtesy email is requested to be sent to James MacCornack if solicited vendor chooses not to submit a quote.

**D. EXECUTION OF CONTRACT**

City will issue Notice to Proceed as soon as possible to ensure timely completion of this work. Work required to be completed by 11/19/2024.

**E. CONTACTS & ADDENDUMS**

For specific questions, please contact James MacCornack, P.E., j.maccornack@roswell-nm.gov.
Site visits with City Staff are available by appointment.
It is requested that questions be in writing no later than October 31, 2024.
Addendum if required will be issued November 1, 2024.

## F. ATTACHMENTS

### Pictures of Damaged Areas

8th Street Spring River Bridge:







E. Mescalero Berrendo River Bridge:



PO Box 1838
Roswell, NM 88202-1838
TEL: 575.624.6700
FAX: 575.624.6709
roswell-nm.gov



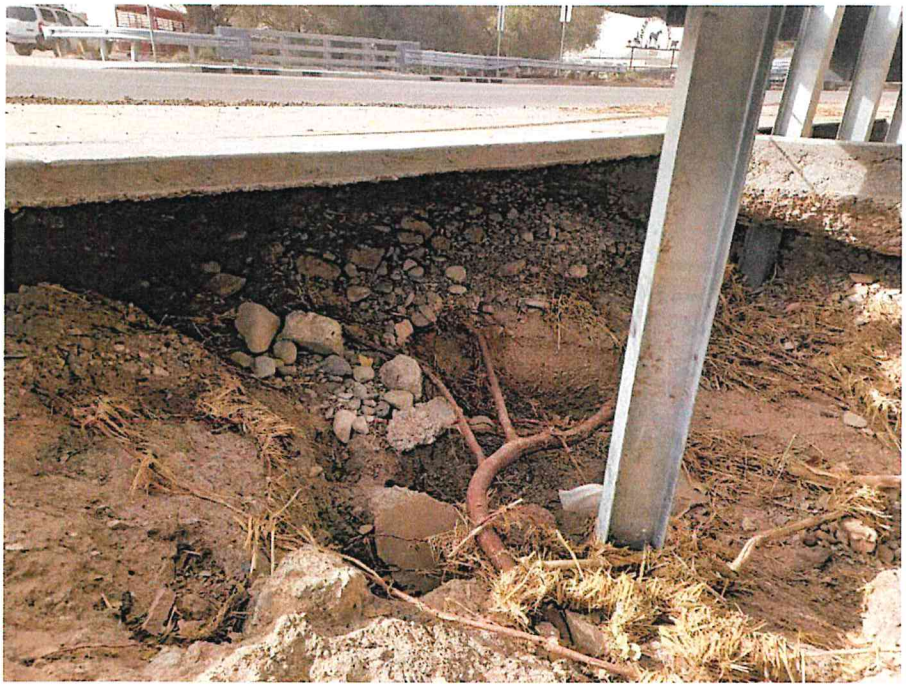


PO Box 1838
Roswell, NM 88202-1838

TEL: 575.624.6700
FAX: 575.624.6709

roswell-nm.gov

900 N. Garden Box Culvert:





PO Box 1838
Roswell, NM 88202-1838

TEL: 575.624.6700
FAX: 575.624.6709

roswell-nm.gov

ROSWELL
New Mexico

City of Roswell



PO Box 1838
Roswell, NM 88202-1838

TEL: 575.624.6700
FAX: 575.624.6709

roswell-nm.gov

# CONSTRUCTORS, INC

Dirt, Asphalt, Concrete, and Utilities Construction
Aggregate and Asphalt Products
Public Works Registration # 0101462009071

| | | | |
|---|---|---|---|
| Proposal Submitted To: | City of Roswell | Job Name: | Backfill and Basecourse Repair Flood DamagedRoadways |
| Attn: | James McCornack | Place of Job | Roswell, NM |
| Billing Address: | PO Box 1838 | Architect or Engineer: | City of Roswell |
| City, State, Zip: | Roswell, NM 88202 | Date of Plans: | N/A |
| Phone #: | 575-624-6700 | Date of Proposal: | 11/1/24 |
| Email: | j.maccornack@roswell-nm.gov | Special Note / Addendum(s): | Schedule is Based off Start Date no Later than Nov. 6 |

| Description | Quantity | Units | Unit Price | Total |
|---|---|---|---|---|
| **8th Street Spring River Bridge** | | | | $ - |
| Remove Existing Asphalt and Concrete Debris | 270.00 | SY | $ 40.00 | $ 10,800.00 |
| Subgrade Excavation and Flowfill | 125.00 | CY | $ 480.00 | $ 60,000.00 |
| Blading and Reshaping | 550.00 | SY | $ 30.00 | $ 16,500.00 |
| Replace Curb and Gutter | 180.00 | LF | $ 80.00 | $ 14,400.00 |
| **E. Mescalero Rd Berrendo River Bridge Location** | | | | $ - |
| Subgrade Excavation and Flowfill | 50.00 | CY | $ 500.00 | $ 25,000.00 |
| Blading and Reshaping | 600.00 | SY | $ 30.00 | $ 18,000.00 |
| **900 N. Garden** | | | | $ - |
| Remove Existing 4" Sidewalk | 16.00 | SY | $ 60.00 | $ 960.00 |
| Subgrade Excavation and Flowfill | 70.00 | CY | $ 500.00 | $ 35,000.00 |
| | | | | |
| | | | Sub-Total | $ 180,660.00 |
| | | | NMGRT at 7.8958% | $ 14,264.55 |
| | | | Total | $ 194,924.55 |

| | |
|---|---|
| PRICE EXCLUSIONS: | QA/QC TESTING IF REQUIRED, ANY PERMITS, ANY WORK NOT SPECIFICALLY STATED ABOVE |

**We Hereby Propose** to furnish labor, materials and equipment to complete the project in accordance with above specifications, for the sum listed above plus New Mexico Gross Receipt Tax, with payment due upon receipt of invoice unless prior agreement has been made. Any alterations or deviations from the above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the proposed amount above. If payment is not received within 30 days from date of invoice, interest will be charged at 1 1/2% per month or fraction of a month on the unpaid balance plus incidental collection costs, including attorney fees. (As allowed by New Mexico Statute N.M.S.A. 1978,Section 57-28-5). This proposal also serves as acknowledgment of Constructors' request for the location of underground facilities. The property owner and/or the General contractor is responsible for the location of such facilities on private property. Constructors, Inc. is not responsible for damages to underground facilities which are not located and/or mislocated. Facilities are defined as computer lines, telephone, gas, water, sewer, electric, sprinkler, or any other facility installed by man.

Facilities shall be marked prior to the beginning of Constructors, Inc.'s work on the project site. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in the legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to the legal action, as determined by a court of competent jurisdiction.

All material is guaranteed to be as specified. All work is to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by worker's compensation insurance. See additional conditions on back.

Authorized Signature: Mike Martinez

**Acceptance of Proposal**– The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

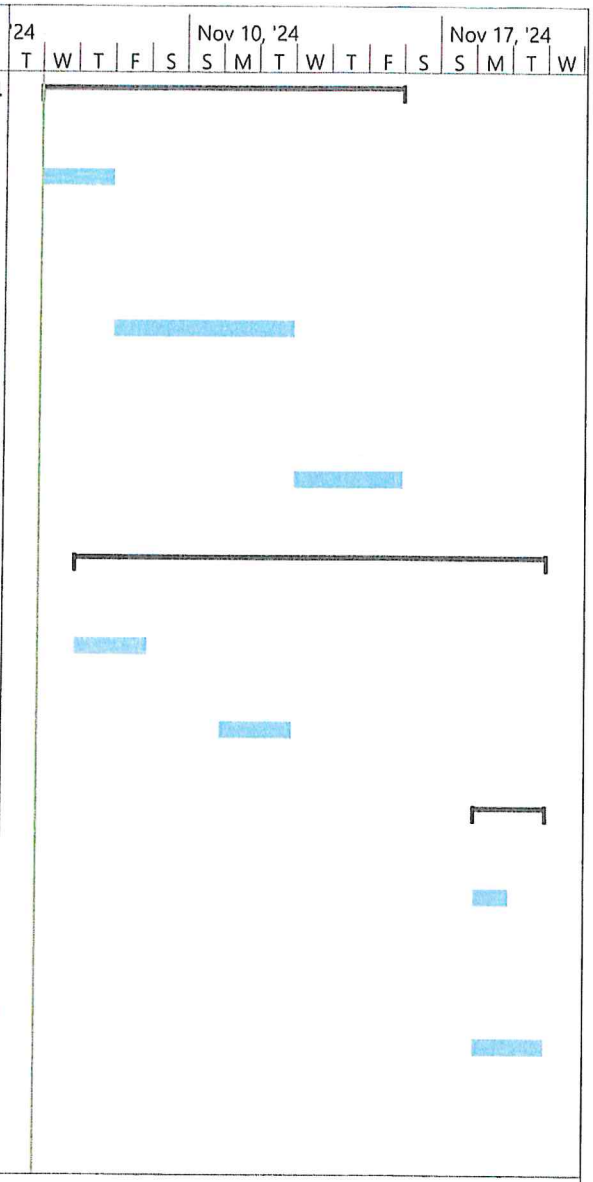
Signature: _____

Date Accepted: _____

3003 S. BOYD DR. - CARLSBAD, NM 88220 - PHONE (575) 885-8838 - FAX (575) 887-0896

SERVING CHAVES, EDDY AND LEA COUNTIES
Website - www.ciconstructors.com

| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 1 | **8th Street** | **8 days** | **Wed 11/6/24** | **Fri 11/15/24** |
| 2 | Remove Concrete and Asphalt Debris | 2 days | Wed 11/6/24 | Thu 11/7/24 |
| 3 | Replace Curb and Gutter | 3 days | Fri 11/8/24 | Tue 11/12/24 |
| 4 | Subgrade and Flow | 3 days | Wed 11/13/2 | Fri 11/15/24 |
| 5 | **E. Mescalero** | **9 days** | **Thu 11/7/24** | **Tue 11/19/24** |
| 6 | Subgrade and Flow | 2 days | Thu 11/7/24 | Fri 11/8/24 |
| 7 | Blade and Reshape | 2 days | Mon 11/11/2 | Tue 11/12/24 |
| 8 | **900 N. Garden** | **2 days** | **Mon 11/18/2** | **Tue 11/19/24** |
| 9 | Remove Existing Sidewalk | 1 day | Mon 11/18/24 | Mon 11/18/24 |
| 10 | Subgrade and Flowfill | 2 days | Mon 11/18/24 | Tue 11/19/24 |




Project: Flood Repair RFP
Date: Fri 11/1/24

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

## James MacCornack

**From:** Robby Sanders <robby@smithco.cc>
**Sent:** Thursday, October 31, 2024 3:08 PM
**To:** James MacCornack
**Cc:** Louis Najar; Arely Peek
**Subject:** RE: RFQ City of Roswell Roadway Damage Repair

James,
We are not able to quote this job at this time. If you don't get anybody else to quote it let me know and we'll see what we can do to help you out.


**Robby Sanders**
Project Manager, **Smithco Construction, Inc.**

(575) 894-6161
(575) 740-5080
robby@smithco.cc
www.smithco.cc
6 King Canyon Loop, Caballo NM, 87931



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**From:** James MacCornack <j.maccornack@roswell-nm.gov>
**Sent:** Tuesday, October 29, 2024 5:07 PM
**To:** Robby Sanders <robby@smithco.cc>
**Cc:** l.najar <l.najar@roswell-nm.gov>; Arely Peek <a.peek@roswell-nm.gov>
**Subject:** RFQ City of Roswell Roadway Damage Repair

Smithco,

Please see attached RFQ,

Thanks!


James MacCornack, P.E.
Senior Engineer
City of Roswell, NM
Office 575-637-6288

ROSWELL
Engineering

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## James MacCornack

**From:** Rick Coll <bulletconstruction123@gmail.com>
**Sent:** Thursday, October 31, 2024 2:49 PM
**To:** James MacCornack
**Cc:** Louis Najar; Arely Peek
**Subject:** Re: RFQ City of Roswell Roadway Damage Repair

James,

Thank you for the opportunity to bid this project, at this time our workload is too heavy therefore, we decline.

Thank you.

Sharon Coll

On Tue, Oct 29, 2024 at 5:10 PM Rick Coll <bulletconstruction123@gmail.com> wrote:

> Received.
>
> Thank you.
>
> Sharon Coll
> Bullet Construction LLC
>
> On Tue, Oct 29, 2024 at 5:04 PM James MacCornack <j.maccornack@roswell-nm.gov> wrote:
>
> > Bullet Construction,
> >
> > Please see attached RFQ,
> >
> > Thanks!
> >
> > James MacCornack, P.E.
> >
> > Senior Engineer
> >
> > City of Roswell, NM
> >
> > Office 575-637-6288

ROSWELL
Engineering

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--
Rick Coll
Bullet Construction LLC
575-491-0876

--
Rick Coll
Bullet Construction LLC
575-491-0876

# Purchase Order

ROSWELL
New Mexico

Fiscal Year 2025



| THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS. | |
|---|---|
| Purchase Order # | 22501417 |

Delivery must be made within doors of specified destination.

**BILL TO**

CITY OF ROSWELL
ATTN: ACCOUNTS PAYABLE
PO BOX 1838
ROSWELL NM 88202
(OR) AP@ROSWELL-NM.GOV

**VENDOR**

ABRAHAM'S CONSTRUCTION, INC.
PO BOX 9906
ALBUQUERQUE, NM 87119

**SHIP TO**

STREET
300 E WALNUT ST
ROSWELL, NM 88203
Email: f.rincon@roswell-nm.gov
Phone: 5756246730

| Vendor Phone # | Vendor Email Address | Requisition Number | Requisitioner | |
|---|---|---|---|---|
| 505-830-3820 | | 12501891 | Monica Barraza | m.barraza@roswell-nm.gov |

| Date Ordered | Vendor Number | Date Required | Freight Method/Terms | Department/Location |
|---|---|---|---|---|
| 11/04/2024 | 11437 | | | Streets |

| Item# | Description/PartNo | QTY | UOM | Unit Price | Extended Price |
|---|---|---|---|---|---|
| | Emergency bridge repair - due to flooding 10/19/24<br>The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading | | | | |
| 1 | Roadway Backfill Repairs due to Flooding Event on 10/19/24: W, 8th St at Spring River, E. MEscalero Rd at BErrendo River, and N. Garden St at Spring River<br>GL Account: 26234323 - 614020 $103,202.33<br><br>********** GL SUMMARY **********<br>26234323 - 614020 $103,202.33 | 1.0 | EACH | $103,202.33 | $103,202.33 |

By: O. Peek
Purchasing Agent, C.P.O

| | |
|---|---|
| Total Ext. Price | $103,202.33 |
| **PO Total** | **$103,202.33** |

# CITY OF ROSWELL, NEW MEXICO
## CONDITIONS GOVERNING THIS PURCHASE ORDER

**The CITY OF ROSWELL is not responsible for products, goods, supplies, equipment, or services delivered without authority of this written order.**

**DEFINITIONS:**

**CITY**: The City of Roswell, New Mexico agency and its employees.

**ITEM(S)**: The material(s), product(s), service(s), lease(s), equipment, components, merchandise, Instructor services, Entertainment, goods, commodity(ies) or, etc.

**INVOICE**: The document to request payment for this Purchase Order from the CITY and must show the following: Purchase Order Number, Date of Shipment, Date of Invoice, Invoice Number, Description & Listing of Item(s) Purchased, Quantity (if applicable), Unit Price or Cost of Each Item(s), Vendor: Name, Remittance Address, Phone Number, and Customer Account Number, if applicable,

**REQUISITIONER**: The employee of the CITY who is placing this order.

**Shipment of Items:**

Do not over ship or substitute. Ship exactly as ordered, unless otherwise approved by the CITY.

All products, supplies, equipment or service(s) received are subject to inspection and acceptance by the CITY.

If unable to fill this order exactly in accordance with description unit, price or specifications, please contact Requisitioner immediately. The CITY reserves the right to reject and return at shipper's expense any and all products or supplies delivered which do not conform to our description or specifications.

If unable to fill this order promptly or within the time specified, notify the REQUISITIONER immediately. In case of unreasonable delay in delivery or delivery of goods specified, or in case of any other default of the vendor, the CITY shall have the right to cancel this Purchase Order in whole or in part, and the CITY may procure the ITEM(S) from other sources.

**Freight:** All product shipped by freight, express or parcel post, MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY.

**Packing Slip:** Include itemized packing slips with all shipments. Show DEPARTMENT name for whom delivery is intended.

**Invoice:**

Invoice(s) must be sent on date of COMPLETE SHIPMENT of all product(s) ordered. Any Invoice pertaining to this order **must be received no later than 30 days from shipment date**, otherwise Invoice may not be processed for payment.

Any Discount Terms must be clearly stated on the Invoice, to include the dollar ($) amount or percent (%) amount that may be taken. Define the exact date terms for the discount.

**Acceptance:**

All items delivered on this order are to be new and the manufacture or product of the United States or its territorial possessions, unless otherwise specified.

The workmanship, quantities or qualities of goods which are to be paid for hereunder shall be to the satisfaction of the CITY and before final acceptance by the CITY all matters of dispute must be adjusted to the mutual satisfaction of the CITY and the vendor. Determinations and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in questions is settled.

The vendor by accepting this order agrees to assume the defense of and hold the CITY, its agents and its employees, harmless from all suits, costs, expenses, claims and damages arising from the use of the described materials because of actual or alleged infringement of any copy rights, patent or patent right of any invention or any other cause, and vendor represents and warrants that the unit prices charged herein are not higher than any applicable legal maximum prices permitted under existing governmental regulations and are not in excess of those currently charged to other governmental, institutional, or commercial users for similar items, quantities and deliveries.

**Sales Taxes:**

New Mexico Gross Receipts Tax (NMGRT) must be applied at time of invoicing ***(IF APPLICABLE)*** and according to New Mexico Taxation and Revenue Rules and Regulations and at the current rate table.

**Federal, State and Local Laws:**

Upon the vendor's acceptance hereof, the vendor agrees to comply and follow all Federal, State and Local Laws, Rules and Regulations, the State of New Mexico Procurement Laws and shall keep itself fully informed of all municipal ordinances and regulations in any manner affecting this order and the items delivered at vendor's sole cost and expense. Vendor shall comply with laws prohibiting discrimination on account of race, creed, color, or national origin.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 15.
**Meeting Date:** 11/14/2024
**COMMITTEE:** N/A
**CONTACT:** N/A **CHAIR:** Ed Heldenbrand

## ACTION REQUESTED:
Resolution 24-51: Weeds - adoption of Resolution 24-51 the Resolution shall mandate the cleanup of approximately twenty-two (22) separate properties within the City. (Heldenbrand/Franco)

## BACKGROUND:
Initiated by: Toby Franco

At present, no more efficient means are available to enforce the requirements that property within the City limits be kept clean and orderly. Citation of property owners requires they be present in Roswell. Even the citations do not provide for the actual clean up and cannot give the City the right to file a lien for the cleanup expense. This procedure is cumbersome, but should result in resolution of some more severe situations.

## FINANCIAL CONSIDERATION
Adoption of the resolution will probably cause a number of people to voluntarily clean up their property. Most of the balance will be cleaned up by the City at a cost ranging from $30 to $500 for each property, and liens will be filed and later foreclosed. A few people may appeal the resolution to Council and a hearing will have to be provided to hear their appeals. Overall, the resolution should affect rapid cleanup of this season's weeds and other debris, followed by an extended collection period.

## LEGAL REVIEW:
The City Attorney has reviewed the current resolution. Resolutions must be adopted by a majority vote of the entire City Council.

## BOARD AND COMMITTEE ACTION:
No action required.

## STAFF RECOMMENDATION:
Consider approval of Resolution 24-51.

**Attachments**

ATT 1 Resolution 24-51 Weeds
ATT 2 Resolution 24-51 Weeds Exhibit.doc

CITY OF ROSWELL
RESOLUTION 24-51

A RESOLUTION REQUIRING THE REMOVAL OF CERTAIN RUBBISH, WEEDS, WRECKAGE OR DEBRIS; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL AND DECLARING CERTAIN PROPERTY TO BE SO COVERED WITH RUBBISH, WEEDS, WRECKAGE OR DEBRIS AS TO CONSTITUTE A PUBLIC NUISANCE PREJUDICIAL TO HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, the City Council of the City of Roswell, New Mexico, finds that the premises listed in Exhibit A attached hereto and purportedly owned of record, or occupied by the parties named, have accumulated rubbish, weeds, wreckage or debris so as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

1. The premises set forth in Exhibit A are declared to be so covered with rubbish, weeds, wreckage or debris as to constitute a menace to the public comfort, health, safety and general welfare within the purview of Article 3-18-5 NMSA 1978.

2. The owners, occupants or agents in charge of said premises are hereby ordered to remove such accumulated rubbish, weeds, wreckage or debris within ten (10) days of the receipt of notice by certified mail or from the date of publication of this resolution. In the event such removal is not commenced or written objection filed with the City Clerk within ten (10) days after service of a copy of this resolution, then the City Manager is authorized and directed to cause such accumulated rubbish, weeds, wreckage or debris to be removed at the sole cost and expense of the owner, or other parties having an interest in the properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel of land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens.

3. In the event the owner or other person aggrieved shall file a protest within the time provided, the City Council shall thereafter fix a date for hearing. At the hearing, the protestant shall be entitled to be heard in person, by agent or attorney and the City Council shall consider evidence whether or not its previous action shall be enforced or rescinded; if it shall be determined that the removal order should be enforced.

4. Persons aggrieved by the determination of the City Council have a right to appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within five (5) days after the day of issuance of such order or decision, together with a petition for court review duly filed with the Clerk of the Court within twenty (20) days of the date of issuance of the order or decision complained of.

ADOPTED, SIGNED AND APPROVED 114th day of November 2024.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

| | |
|---|---|
| 3200 MISSION ARCH<br>ROSWELL HEALTH CARE CO<br>101 E STATE ST<br>KENNETT SQUARE, PA 19343 | 25 WESTERN BRIAR RD<br>Legal BRIAR RIDGE UNIT A Lot 72<br>Quarter NW S 26 T 10S R 24E<br>RESTIGIOUS WORLD WIDE INC<br>2604 N MAIN ST<br>ROSWELL, NM 88201 |
| APPROX.1218 1/2 N MAIN ST<br>NORTH SPRING RIVER Block 19 Lot 1<br>W 69.71' N 46.07' Tract 1<br>CHRISTENSEN, JASON<br>ADAJAR, FUNDADOR<br>3257 N SYCAMORE AVE<br>ROSWELL, NM 88201 | 1218 N MAIN ST<br>NORTH SPRING RIVER Block 19 Lot 1<br>LESS W 69.71' N 46.07' & Lot 2 N2,<br>Tract 2 (BOUNDARY SURVEY S28-30)<br>S 32 T 10S R 24<br>CHRISTENSEN, JASON<br>ADAJAR, FUNDADOR<br>3257 N SYCAMORE AVE<br>ROSWELL, NM 88201 |
| APPROX. 26 WESTERN BRIAR RD<br>BRIAR RIDGE UNIT D Tract B<br>Quarter NE S 26 T 10S R 4E<br>Post Briar Ridge, LLC<br>5899 PRESTON RD STE 901<br>FRISCO, TX 75034 | 2 SUMMER WIND PL<br>BRIAR RIDGE UNIT A Lot 75<br>Quarter NW S 26 T 10S R 24E<br>PRESTIGIOUS WORLDWIDE INC<br>2604 N MAIN ST<br>ROSWELL, NM 88201 |
| 4 SUMMER WIND PL<br>BRIAR RIDGE UNIT A Lot 76<br>Quarter NE S 27 T 10S R 24E<br>PRESTIGIOUS WORLDWIDE INC<br>2604 N MAIN ST<br>ROSWELL, NM 88201 | 6 SUMMER WIND PL<br>BRIAR RIDGE UNIT A Lot 77<br>Quarter NE S 27 T 10S R 24E<br>PRESTIGIOUS WORLDWIDE INC<br>2604 N MAIN ST<br>ROSWELL, NM 88201 |
| 5 AUTUMN WIND PL<br>BRIAR RIDGE UNIT A Lot 86<br>Quarter NE S 27 T 10S R 24E<br>JOSE GUERRA; MARIA GUERRA<br>3400 8TH ST<br>ROSWELL, NM 88201 | 6 BELLA PIAZZA WY<br>BELLA PIAZZA UNIT 2<br>SUBDIVISION Lot 3 S 30 T 10S R 24E<br>MAC REAL ESTATE INC<br>6616 GULTON CT NE STE 90<br>ALBUQUERQUE, NM 87107 |
| 1002 W COLLEGE BLVD<br>S 32 T 10S R 24E NW4 W<br>89.44' E 1432.59' S 165' N 195'<br>VICTOR RUIZ; SOCORRO RUIZ<br>5040 W BERRENDO RD<br>ROSWELL, NM 88201 | 313 S ASH AVE<br>ROSE Lot 6 N 62.5' W 200'<br>Quarter NE S 4 T 11S R 24E<br>DOC# 202205542 WD<br>JESUS LOPEZ ACOSTA<br>1108 S MICHIGAN AVE<br>ROSWELL, NM 88203 |
| 401; 403 E WALNUT ST<br>MC CUNE Block 2 Lot 25<br>GARY N KIRKPATRICK<br>109 S STANTON AVE<br>ROSWELL, NM 88203 | 109 S LINCOLN AVE<br>MC CUNE Block 2 Lot 32<br>MACARIO E ARAGON; JIMMY J<br>ARAGON; MONIQUE B ARAGON<br>109 S LINCOLN AVE<br>ROSWELL, NM 88203 |

| | |
|---|---|
| 519 E 5TH ST<br>BELLE PLAIN Lot 75 W 48' E 155'<br>Quarter SW S 33 T 10S R 24E<br>JOHNNIE BROOKS RUSSELL SR<br>523 E 5TH ST<br>ROSWELL, NM 88201 | 625 E 2ND ST<br>BELLE PLAIN Lot 42 W 100' E 200'<br>S 198.20' Quarter NW S 33 T<br>10S R 24E DOC# 202111154 WD<br>BLACKGOLD DEVELOPERS LLC<br>PO BOX 114<br>HAGERMAN, NM 88232 |
| 519 E 3RD ST<br>LEA Lot 68 Quarter SW<br>S 33 T 10S R 24E<br>PHILLIP COX<br>615 DE LEON DR<br>EL PASO, TX 79912 | 705 E ALAMEDA ST<br>ACEQUIA Block 3 Lot 35 & Lot 36<br>PURPLE LUPINE, LLC<br>12644 YORBA LINDA SE<br>ALBUQUERQUE, NM 87123 |
| 1201 E ALAMEDA ST<br>DOC COVINGTON Block 3 Lot 11<br>Quarter NE S 4 T 11S R 24E<br>ALVIDREZ, JESUS<br>MINJAREZ, ANA MARIA<br>C/O LORENA MINJAREZ<br>1204 SAN JUAN DR<br>ROSWELL, NM 88201 | 218 E CONNER ST<br>KEITHS SOUTHSIDE 2<br>Block 5 Lot 29<br>RANGEL, BELEN<br>2804 SERENATA DR<br>ROSWELL, NM 88201 |
| 300 E CHISUM ST<br>FRUITLAND Block 4 Lot 4<br>CASEY, FRANK J;<br>CASEY, BARBARA<br>509 RAYNOLDS AVE<br>LAS VEGAS, NM 87701-4323 | 1418 S STANTON AVE<br>SOUTH HIGHLANDS REDIVISION<br>Block 28B Lot 10<br>ROBERT S GARCIA & MARIA H B GARCIA<br>REVOCABLE LIVING TRUST; ROBERT<br>& MARIA GARCIA AS TRUSTESS<br>16835 W HILTON AVE<br>GOODYEAR, AZ 85338 |

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 16.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Finance
**CONTACT:** Elizabeth Prichard **CHAIR:** Robert B. Corn

## ACTION REQUESTED:
Resolution 24-52- adoption of Resolution 24-52 approving budget adjustment for the fiscal year ending June 30, 2025. (Corn/Gomez)

## BACKGROUND:
**Initiated by: Toni Gomez**

The New Mexico Department of Finance Administration (DFA), requires approval of a budget adjustment when increasing a revenue and/or expense in the approved budget. The finance department is requesting a budget adjustment for line items in Exhibit "A". These adjustments are for various grants and other departments.

## FINANCIAL CONSIDERATION
Various Funds: Revenues $349,044.44, Expenses $802,544.44

## LEGAL REVIEW:
No legal review is required at this time.

## BOARD AND COMMITTEE ACTION:
Finance Committee recommended approval (4-0) at their meeting on 11/7/24.

## STAFF RECOMMENDATION:
Procced as presented.

**Attachments**

Draft Resolution 24-52
Exhibit A

**RESOLUTION 24-52**

**A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO AMENDING THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2025, FOR VARIOUS GRANTS AND OTHER DEPARTMENTS.**

**WHEREAS,** the governing body of the City of Roswell, State of New Mexico, has previously approved a budget for the fiscal year 2024-2025, ending June 30, 2025; and

**WHEREAS,** the City of Roswell desires to amend said budget in the amount of $349,044.44 in revenues, and $802,544.44 in expenses, detailed in Exhibit A and summarized below:

- Various Funds: Revenues $349,044.44, Expenses $802,544.44

**WHEREAS,** it is the majority opinion of the Governing Body that the proposed amended budget continues to meet fiscal requirements as currently determined for the fiscal year 2024-2025.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO,** hereby adopts the budget adjustment hereinabove described and respectfully request approval for same from the Local Government Division of the Department of Finance and Administration, State of New Mexico.

**PASSED, ADOPTED, SIGNED, and APPROVED the 14th day of November 2024.**

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

Budget Adjustment for November 2024
Exhibit A

**Revenues:**

| | | | Funds | Totals |
|---|---|---|---|---|
| General 1101 442100 | $ 10,044.44 | EMPG | General 1101 | $ 334,044.44 |
| General 1101 442100 | $ 324,000.00 | SHSGP | HIDTA 2258 | $ 15,000.00 |
| HIDTA 2258 442300 | $ 15,000.00 | HIDTA | | **$ 349,044.44** |
| **Total** | **$ 349,044.44** | | | |

**Expenditures:**

| | | | Funds | Totals |
|---|---|---|---|---|
| Emergency Management 11014181 511110 | $ 10,044.44 | EMPG | General 1101 | $ 334,044.44 |
| Emergency Management 11014181 | $ 324,000.00 | SHSGP | HIDTA 2258 | $ 15,000.00 |
| HIDTA 22584118 793505 | $ 15,000.00 | HIDTA | Lodgers' Tax 2622 | $ 410,500.00 |
| Lodgers' Tax 26224081 672828 | $ 410,500.00 | Sponsorships | Economic Development 2630 | $ 43,000.00 |
| Economic Development 26304045 654831 | $ 43,000.00 | Mainstreet Roswell | | **$ 802,544.44** |
| **Total** | **$ 802,544.44** | | | |

**Transfers:**

| | | |
|---|---|---|
| Landfill 52014342 817504 | $ (70,240.00) | Transfer Out |
| Landfill 52014342 654801 | $ 70,240.00 | Transfer In |
| Landfill 52014342 817506 | $ (52,602.00) | Transfer Out |
| Landfill 52014342 614004 | $ 52,602.00 | Transfer In |
| Landfill 52014342 817505 | $ (250,000.00) | Transfer Out |
| Solid Waste 52004341 614012 | $ 250,000.00 | Transfer In |
| Landfill 52014342 817505 | $ (4,000.00) | Transfer Out |
| Solid Waste 52004341 655005 | $ 4,000.00 | Transfer In |
| Landfill 52014342 817505 | $ (300,000.00) | Transfer Out Flood Disaster |
| Solid Waste 52014342 654801 | $ 300,000.00 | Transfer In Flood Disaster |
| General 11014041 571540 | $ (275,000.00) | Transfer Out Flood Disaster |
| Museum 26114221 614003 | $ 275,000.00 | Transfer In Flood Disaster |
| **Total** | **-** | |

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 17.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Finance
**CONTACT:** Elizabeth Nulf **CHAIR:** Robert B. Corn

## ACTION REQUESTED:
Approval of award of ITB 24-015, Schedule I, Phase I, Apron Concrete Pavement, Joint Sealing, Spall Repair and Slab Replacement Project to Constructors, Inc., in the amount of $2,314,429.65, including GRT and approved in FY25 budget and consider recommending approval of award of ITB 24-015, Schedule II, Apron Mill and Overlay, including apron preservation project to Constructors, Inc., in the amount of $334,671.19, including GRT and approved in the FY25 budget. (Corn/Yntema)

## BACKGROUND:
Initiated by: Hess Yntema

This project is a rebid. Bids were opened on October 1, 2024. A bid tabulation is attached as well as the Sponsors Budget Analysis. The construction areas were reduced in size in order for bids to be in line with the budget and a Federal Grant. Schedule I, Phase, consists of rehabilitating the existing terminal concrete apron. The concrete apron will be crack and joint sealed, the spalls will be repaired and some slabs will be replaced. Schedule II, will consist of a mill and overlay of the asphalt ramp in front of the FBO to allow for existing pavement to be preserved before major reconstruction becomes necessary.

## FINANCIAL CONSIDERATION
The current available FY25 approved budget is $2,862,723.

## LEGAL REVIEW:
Not applicable for this agenda item.

## BOARD AND COMMITTEE ACTION:
Legal Committee referred to the Finance Committee, vote 4-0 at their meeting on October 24, 2024. Finance Committee recommended approval (4-0) at their meeting on November 7, 2024.

## STAFF RECOMMENDATION:
Approval of award of ITB 24-015, Schedule I, Phase I, Apron Concrete Pavement, Joint Sealing, Spall Repair and Slab Replacement Project to Constructors, Inc., in the amount of $2,314,429.65, including GRT and approved in FY25 budget and consider recommending approval of award of ITB 24-015, Schedule II, Apron Mill and Overlay, including apron preservation project to Constructors, Inc., in the amount of $334,671.19, including GRT and approved in the FY25 budget.

**Attachments**

ITB 24-015
ITB 24-015
ITB 24-015
ITB 24-015

# SPONSORS BUDGET ANALYSIS

**LOCATION:** Roswell Air Center
**AIP PROJECT NUMBER:** 3-35-0035-037-2020
**PROJECT TITLE**: Terminal Apron Rehab

**SCHEDULE I – PHASE I**

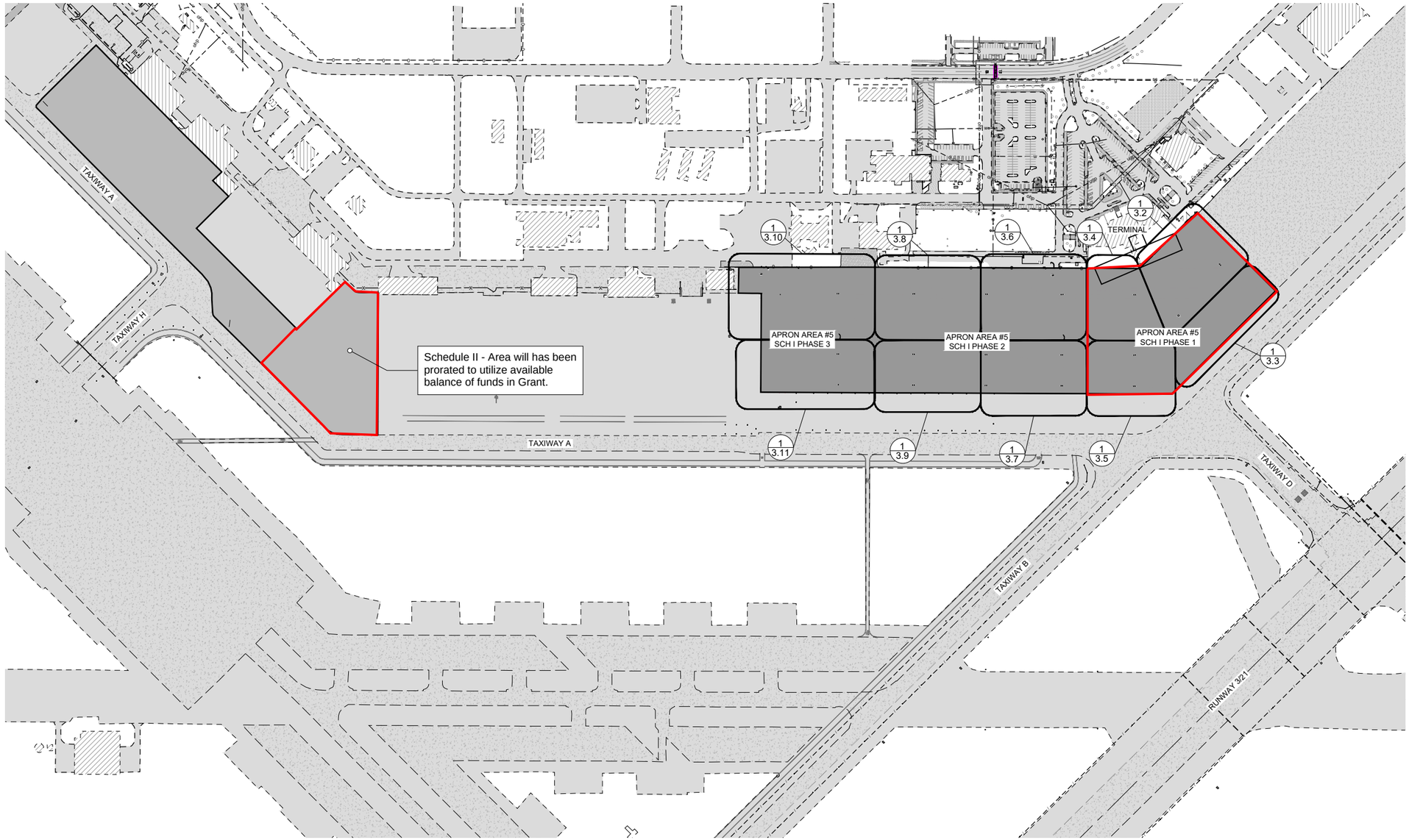
| | |
|---|---|
| **CONSTRUCTION** | $2,145,060.00 |
| **NMGRT (7.8958%)** | $169,369.65 |
| **ENGINEERING SERVICES** | $309,700.00 |
| **NMGRT (7.8333%)** | $24,259.73 |
| **CONSTRUCTION SERVICES** | $177,400.00 |
| **NMGRT (7.8333%)** | $13,896.27 |
| **ADMINISTRATION** | $4,000.00 |
| **TOTAL** | **$2,843,685.65** |

**SCHEDULE II**

| | |
|---|---|
| **CONSTRUCTION** | $310,180.00 |
| **NMGRT (7.8958%)** | $24,491.19 |
| **TOTAL** | **$334,671.19** |

**TOTAL PROJECT COSTS:** $3,178,356.84

**FAA share (100.00%):** $3,178,900.00




N
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S

KEY MAP

0 200 400
SCALE IN FEET

ARMSTRONG
A LOCHNER COMPANY

ROSWELL AIR CENTER
ROSWELL, NEW MEXICO
APRON AREA # 1 AND # 5
APRON PAVEMENT REHABILITATION
AIP No. 3-35-0035-037-2020

| No. | Revision | Date | By |
|---|---|---|---|

ACI No. 216771
Date: 08/2024
File Name: 216771103

Drawn: MLM
Checked: JJB
Approved: TJA

APRON AREA #5 SCH I CONCRETE PANEL REHAB.

Sheet: 3.1

S:_New Mexico\Roswell\Project Files\Active Projects\216771 Roswell Rehabilitate Apron Phase 1 (MAP '20)\CAD\dwg\216771103.dwg 8/20/2024 5:15:39 PM JFRANKLIN

Lochner

2201 Buena Vista Dr Southeast | Suite 204 · Albuquerque, NM 87106
OFFICE 505.508.2192 · hwlochner.com

October 7, 2024

Ms. Jennifer Griego
City of Roswell
425 N. Richardson Avenue
Roswell, NM 88201

**RE: Award Recommendation Letter**
**Roswell Air Center, Roswell, New Mexico**
**AIP No. 3-35-0035-037-2020| ITB No. 24-015 | Lochner No. 216771**

Dear Ms. Griego:

Bids were received for the above referenced project on October 1, 2024. One (1) bid was received and is shown in the attached bid tabulation.

The bids were reviewed for math errors, bid bonds, and other items of responsiveness. The bid appears to be responsive. A general review of the bid is summarized below:

| CONTRACTOR | 5% Bid Bond Included | Req'd Proposal Sheets Included | Addenda Ack'd | Listed on Federal Disbarred Contractors List[1] | Proper Contractor Licensing |
|---|---|---|---|---|---|
| Constructors, Inc. | Yes | Yes | Yes | No | Yes |

[1] *Based on information from the Federal System for Award Management website, accessed on October 1, 2024.*

A DBE goal of 5.48% was established for this project. Constructors, Inc. has committed to a DBE utilization of 5.48% through subcontracting with Vital Consulting Group, LLC for PCCP placement and spall repair.

A great deal of effort was put forth to attract bidders to this project. A total of six (6) potential bidders were sent the Invitation for Bids, and a total of six (6) sets of plans and specifications were purchased by potential bidders, plan rooms, and suppliers. The advertisement for bids for the project was published for three (3) consecutive weeks prior to the bid opening. A pre-bid conference was held onsite to answer questions and show the project to potential bidders.

Based on conversations with FAA ADO staff, it is believed that sufficient funds are available for the budget listed below. A grant application is enclosed with this letter and should be signed and forwarded to the FAA as soon as possible.

Our recommendation is to award Schedule I, Phase I, for $2,843,685.65 and a portion of Schedule II to be pro-rated to fit the project budget (approx. $334,671.65) to Constructors, Inc. for a total contract amount of approximately $3,178,356.84.

Lochner

2201 Buena Vista Dr Southeast | Suite 204 · Albuquerque, NM 87106
OFFICE 505.508.2192 · hwlochner.com

The following project P.O. need to be developed for AIP No. 3-35-0035-037-2020 consisting of:

Schedule I, Phase I: Apron Concrete Pavement Joint Sealing, Spall Repair, and Slab Replacement
Schedule II: Apron Mill and Overlay, Including Pavement Preservation

We will send the Notice of Award to the City of Roswell for approval.

If you have any questions regarding this matter, please contact our office. We look forward to getting this project completed.

Sincerely,
**LOCHNER**

Michael Garcia
New Mexico Market Lead

Enclosures: Bid Tabulation

ARMSTRONG
A LOCHNER COMPANY

**BID TABULATION**

**Roswell Air Center**
**Roswell, New Mexico**
**Terminal Apron Rehab**
**AIP No. 3-35-0035-037-2020**
**ACI No. 216771**
**Bid Opening: October 1, 2024 at 2:00 p.m.**

| | | | | | Engineer's Estimate | | Constructors, Inc. | |
|---|---|---|---|---|---|---|---|---|
| **Item No.** | **Spec No.** | **Description** | **Qty** | **Unit** | **Unit Price** | **Amount** | **Unit Price** | **Amount** |
| **Schedule I, Phase I - Apron Concrete Pavement Joint Sealing, Spall Repair, and Slab Replacement** | | | | | | | | |
| 1 | C-100 | Contractor Quality Control Program (CQCP) | 1 | LS | $ 50,000.00 | $ 50,000.00 | $ 35,000.00 | $ 35,000.00 |
| 2 | C-102 | Temporary Air and Water Pollution, Soil Erosion, and Siltation Control | Incidental | Incidental | Incidental | Incidental | Incidental | Incidental |
| 3 | C-105 | Mobilization | 1 | LS | $ 100,000.00 | $ 100,000.00 | $ 200,000.00 | $ 200,000.00 |
| 4 | S-2a | Sawcut Joint and Remove Asphalt & Concrete | 3,000 | LF | $ 10.00 | $ 30,000.00 | $ 12.00 | $ 36,000.00 |
| 5 | S-2b | Remove Aircraft Tiedown Anchors | 1 | LS | $ 5,000.00 | $ 5,000.00 | $ 3,800.00 | $ 3,800.00 |
| 6 | S-2c | Remove Aircraft Fuel Ports | 1 | LS | $ 5,000.00 | $ 5,000.00 | $ 3,800.00 | $ 3,800.00 |
| 7 | S-6 | Watering | Incidental | Incidental | Incidental | Incidental | Incidental | Incidental |
| 8 | P-101a | Remove Full Depth Concrete (12" to 20" thick) | 1,400 | SY | $ 100.00 | $ 140,000.00 | $ 140.00 | $ 196,000.00 |
| 9 | P-152 | Embankment in Place 12" Subgrade | 1,400 | SY | $ 25.00 | $ 35,000.00 | $ 24.00 | $ 33,600.00 |
| 10 | P-209 | Crushed Aggregate Base Course (6 inches) | 1,400 | SY | $ 25.00 | $ 35,000.00 | $ 23.00 | $ 32,200.00 |
| 11 | P-401a | Bituminous Sub Course (5 inches, 75 blow) | 1,400 | SY | $ 65.00 | $ 91,000.00 | $ 65.00 | $ 91,000.00 |
| 12 | P-602 | Bituminous Prime Coat | 400 | GAL | $ 4.00 | $ 1,600.00 | $ 3.00 | $ 1,200.00 |
| 13 | P-603 | Bituminous Tack Coat | 200 | GAL | $ 4.50 | $ 900.00 | $ 4.00 | $ 800.00 |
| 14 | P-605 | Concrete Joint Sealing Filler (Rout and Fill) | 36,000 | LF | $ 8.00 | $ 288,000.00 | $ 8.00 | $ 288,000.00 |
| 15 | P-610a | Portland Cement Concrete Pavement (12 inches to 20 inches Thick) | 1,400 | SY | $ 320.00 | $ 448,000.00 | $ 320.00 | $ 448,000.00 |
| 16 | P-610b | Concrete Spall Repair | 4,300 | SF | $ 150.00 | $ 645,000.00 | $ 170.00 | $ 731,000.00 |
| 17 | P-620a | Markings (1 Coat) | 10,000 | SF | $ 2.00 | $ 20,000.00 | $ 2.00 | $ 20,000.00 |
| 18 | P-620b | Reflective Media (Type III) | 400 | LB | $ 9.00 | $ 3,600.00 | $ 5.40 | $ 2,160.00 |
| 19 | P-620c | Surface Preparation | Incidental | Incidental | Incidental | Incidental | Incidental | Incidental |
| 20 | P-620d | Marking Removals | 15,000 | SF | $ 4.00 | $ 60,000.00 | $ 1.50 | $ 22,500.00 |
| **TOTAL SCHEDULE I** | | | | | **$** | **1,958,100.00** | **$** | **2,145,060.00** |

ARMSTRONG
A LOCHNER COMPANY

**BID TABULATION**

**Roswell Air Center**
**Roswell, New Mexico**
**Terminal Apron Rehab**
**AIP No. 3-35-0035-037-2020**
**ACI No. 216771**
**Bid Opening: October 1, 2024 at 2:00 p.m.**

| | | | | | Engineer's Estimate | | Constructors, Inc. | |
|---|---|---|---|---|---|---|---|---|
| **Item No.** | **Spec No.** | **Description** | **Qty** | **Unit** | **Unit Price** | **Amount** | **Unit Price** | **Amount** |
| **Schedule II - Apron Mill and Overlay, Including Apron Preservation** | | | | | | | | |
| 1 | C-100 | Contractor Quality Control Program (CQCP) | 1 | LS | $ 50,000.00 | $ 50,000.00 | $ 20,000.00 | $ 20,000.00 |
| 2 | C-102 | Temporary Air and Water Pollution, Soil Erosion, and Siltation Control | Incidental | Incidental | Incidental | Incidental | Incidental | Incidental |
| 3 | C-105 | Mobilization | 1 | LS | $ 50,000.00 | $ 50,000.00 | $ 105,000.00 | $ 105,000.00 |
| 4 | S-2d | Remove Retroreflectors | 8 | EA | $ 100.00 | $ 800.00 | $ 250.00 | $ 2,000.00 |
| 5 | S-6 | Watering | Incidental | Incidental | Incidental | Incidental | Incidental | Incidental |
| 6 | P-101b | Remove Asphalt Mat (Rotomill Partial Depth, (2-inches) | 2,000 | SY | $ 3.50 | $ 7,000.00 | $ 4.00 | $ 8,000.00 |
| 7 | P-401b | Bituminous Surface Course / Material (2-inches, 75 blow) | 2,000 | SY | $ 25.00 | $ 50,000.00 | $ 18.50 | $ 37,000.00 |
| 8 | P-602 | Bituminous Prime Coat | 600 | GAL | $ 4.00 | $ 2,400.00 | $ 2.00 | $ 1,200.00 |
| 9 | P-603 | Bituminous Tack Coat | 300 | GAL | $ 4.50 | $ 1,350.00 | $ 4.40 | $ 1,320.00 |
| 10 | P-620a | Markings (1 Coat) | 20,500 | SF | $ 2.00 | $ 41,000.00 | $ 2.00 | $ 41,000.00 |
| 11 | P-620b | Reflective Media (Type III) | 12,500 | LB | $ 5.00 | $ 62,500.00 | $ 5.40 | $ 67,500.00 |
| 12 | P-620c | Surface Preparation | Incidental | Incidental | Incidental | Incidental | Incidental | Incidental |
| 13 | P-620d | Marking Removals | 3,200 | SF | $ 4.00 | $ 12,800.00 | $ 1.50 | $ 4,800.00 |
| 14 | L-125 | Retroreflective Taxiway Edge Markers | 86 | EA | $ 100.00 | $ 8,600.00 | $ 260.00 | $ 22,360.00 |
| **TOTAL SCHEDULE II** | | | | | **$** | **286,450.00** | **$** | **310,180.00** |

| | Engineer's Estimate | Constructors, Inc. |
|---|---|---|
| **Bid Amount - Schedule I, Phase I** | **$ 1,958,100.00** | **$ 2,145,060.00** |
| **Bid Amount - Schedule II** | **$ 286,450.00** | **$ 310,180.00** |
| **TOTAL OF ALL SCHEDULES** | **$ 2,244,550.00** | **$ 2,455,240.00** |

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 18.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Finance
**CONTACT:** Elizabeth Nulf **CHAIR:** Robert B. Corn

## ACTION REQUESTED:
Approval of award of ITB-24-017, BLM Loading Ramp and Drainage Extension to Constructor's Inc., in the amount of $448,940.40, which includes GRT. (Corn/Yntema)

## BACKGROUND:
Initiated by: Hess Yntema

The City posted ITB-24-017 BLM Loading Ramp and Drainage Extension on June 30, 2024. One bid was received on August 6, 2024. Armstrong Engineering reviewed bids and recommends the award of Schedule I to Constructors Inc., in the amount of $448,940.40 which includes GRT.

## FINANCIAL CONSIDERATION
The BLM Loading Ramp and Drainage Extension project is included in the FY 2025 budget under Capital Improvement Infrastructure in the amount of $300,000.00; an overage of $148,940.40 does not require a budget adjustment at this time. The project is 100% reimbursable through the lease L23PL00005 dated 03.28.2023.

## LEGAL REVIEW:
Contracts to be revised by the Legal Department upon award.

## BOARD AND COMMITTEE ACTION:
Legal Committee referred to the Finance Committee, vote (4-0), at their meeting on October 24, 2024. Finance Committee recommended approval (4-0) at their meeting on November 7, 2024.

## STAFF RECOMMENDATION:
Approval of award of ITB-24-017, BLM Loading Ramp and Drainage Extension to Constructorâ€™s Inc., in the amount of $448,940.40, which includes GRT.

**Attachments**

Recommendation Letter
Lochner Bid Tabulation

Lochner

2201 Buena Vista Dr Southeast | Suite 204 • Albuquerque, NM 87106
OFFICE 505.508.2192 • hwlochner.com

October 8, 2024

Ms. Jenna Lanfor
City of Roswell
425 N. Richardson Avenue
Roswell, NM 88201

**RE: Award Recommendation Letter** Project No. 237012
**Schedule I –BLM Loading Ramp and Drainage Extension**
**Roswell Air Center – Roswell, NM**

Dear Ms. Lanfor:

Bids were received for the above referenced project on August 6, 2024, One (1) bid was received and is shown in the attached bid tabulation.

The bid was reviewed for math errors, bid bonds, and other items of responsiveness. The bid appears to be responsive. A general review of the bid is summarized below:

| CONTRACTOR | 5% Bid Bond Included | Req'd Proposal Sheets Included | Addenda Ack'd | Listed on Federal Disbarred Contractors List[1] | Proper Contractor Licensing |
|---|---|---|---|---|---|
| **Constructors, Inc.** | Yes | Yes | Yes | No | Yes |

A great deal of effort was put forth to attract bidders to this project. The advertisement for bids for the project was published for five (5) weeks prior to the bid opening. A pre-bid conference was held onsite to answer questions and show the project to potential bidders.

Based on email conversations for the Legal Committee Meeting sent on October 4,2024, it is believed that sufficient funds are available for the budget listed below.

Our recommendation is to award Schedule I to Constructors, Inc. for a total contract amount of $416,087.00 upon receiving concurrence from the City of Roswell.

We will send the Notice of Award for signature once approval is received from the City of Roswell

If you have any questions regarding this matter, please contact our office. We look forward to getting this project completed.

Sincerely,

ARMSTRONG CONSULTANTS, INC.

Gabriel Lopez
Airport Design Engineer

Enclosures: Bid Tabulation

ARMSTRONG
A LOCHNER COMPANY

**BID TABULATION**

**Roswell Air Center**
**Roswell, New Mexico**
**BLM Loading Ramp and Drainage Extension**
**ACI No. 237012**
**August 6, 2024 at 2:00 p.m.**

| | | | | | Engineer's Estimate | | Constructors, Inc. | |
|---|---|---|---|---|---|---|---|---|
| Item No. | Spec No. | Item Description | Quantity | Unit | Unit Price | Amount | Unit Price | Amount |
| **Schedule I - BLM Loading Ramp and Drainage Extension** | | | | | | | | |
| 1 | C-100 | Contractor Quality Control Program (CQCP) | 1 | LS | $ 30,000.00 | $ 30,000.00 | $ 20,000.00 | $ 20,000.00 |
| 2 | C-105 | Mobilization (10% Max.) | 1 | LS | $ 39,368.00 | $ 39,368.00 | $ 44,000.00 | $ 44,000.00 |
| 3 | C-110 | Method of Estimating Percentage of Material within Specification Limits | Incidental | Incidental | Incidental | Incidental | Incidental | Incidental |
| 4 | S-6 | Watering | Incidental | Incidental | Incidental | Incidental | Incidental | Incidental |
| 5 | P-152 | Embankment In-Place | 19 | CY | $ 30.00 | $ 570.00 | $ 130.00 | $ 2,470.00 |
| 6 | P-209 | Crushed Aggregate Base Course (6-Inches Thick) | 536 | SY | $ 35.00 | $ 18,760.00 | $ 40.00 | $ 21,440.00 |
| 7 | P-401a | Asphalt Base Course (5-Inches Thick) | 154 | TON | $ 200.00 | $ 30,800.00 | $ 160.00 | $ 24,640.00 |
| 8 | P-401b | Asphalt Binder (PG 70-22) | 12 | TON | $ 1,000.00 | $ 12,000.00 | $ 1,250.00 | $ 15,000.00 |
| 9 | P-501 | Concrete Pavement (14-Inches Thick) | 536 | SY | $ 350.00 | $ 187,600.00 | $ 225.00 | $ 120,600.00 |
| 10 | P-602 | Emulsified Asphalt Prime Coat | 161 | GAL | $ 12.00 | $ 1,932.00 | $ 15.00 | $ 2,415.00 |
| 11 | P-603 | Emulsified Asphalt Tack Coat | Incidental | Incidental | Incidental | Incidental | Incidental | Incidental |
| 12 | P-605 | Joint Sealing Filler | 979 | LF | $ 20.00 | $ 19,580.00 | $ 18.00 | $ 17,622.00 |
| 13 | P-610 | Concrete for Miscellaneous Structures | Incidental | Incidental | Incidental | Incidental | Incidental | Incidental |
| 14 | D-701a | 6-Inch PVC Pipe | 216 | LF | $ 150.00 | $ 32,400.00 | $ 150.00 | $ 32,400.00 |
| 15 | D-701b | Water Valve Box | 1 | EACH | $ 800.00 | $ 800.00 | $ 4,500.00 | $ 4,500.00 |
| 16 | D-751 | 12-Inch Trench Drain | 58 | LF | $ 75.00 | $ 4,350.00 | $ 1,200.00 | $ 69,600.00 |
| 17 | S-14 | Concrete Curb and Gutter | 207 | LF | $ 75.00 | $ 15,525.00 | $ 200.00 | $ 41,400.00 |
| **SCHEDULE I TOTAL** | | | | | **$** | **393,685.00** | **$** | **416,087.00** |

| **BID TOTAL** | Engineer's Estimate | Constructors, Inc. |
|---|---|---|
| | **$ 393,685.00** | **$ 416,087.00** |

# SPONSORS BUDGET ANALYSIS
## Updated Bid-Tab

**LOCATION:** Roswell Air Center
**ITB NUMBER:** 24-017
**PROJECT TITLE**: BLM Loading Ramp and Drainage Extension
**2024 NMGRT:** 7.8958%

| | |
|---|---|
| **ENGINEERING SERVICES (incl. NMGRT)** | $36,145.09 |
| **CONSTRUCTION SERVICES (incl. NMGRT)** | $60,745.34 |
| **CONSTRUCTION (incl. NMGRT)** | $448,940.40 |
| **ADMINISTRATION** | $5,000.00 |
| **TOTAL** | **$550,830.83** |

**TOTAL PROJECT COSTS (incl. NMGRT):** $550,830.83

**State Share (100%):** $550,830.83
**Sponsor Share (0%):** $0.00

ARMSTRONG
A LOCHNER COMPANY

**BID TABULATION**

**Roswell Air Center**
**Roswell, New Mexico**
**BLM Loading Ramp and Drainage Extension**
**ACI No. 237012**
**August 6, 2024 at 2:00 p.m.**

| | | | | | Engineer's Estimate | | Constructors, Inc. | |
|---|---|---|---|---|---|---|---|---|
| Item No. | Spec No. | Item Description | Quantity | Unit | Unit Price | Amount | Unit Price | Amount |
| **Schedule I - BLM Loading Ramp and Drainage Extension** | | | | | | | | |
| 1 | C-100 | Contractor Quality Control Program (CQCP) | 1 | LS | $ 30,000.00 | $ 30,000.00 | $ 20,000.00 | $ 20,000.00 |
| 2 | C-105 | Mobilization (10% Max.) | 1 | LS | $ 39,368.00 | $ 39,368.00 | $ 44,000.00 | $ 44,000.00 |
| 3 | C-110 | Method of Estimating Percentage of Material within Specification Limits | Incidental | Incidental | Incidental | Incidental | Incidental | Incidental |
| 4 | S-6 | Watering | Incidental | Incidental | Incidental | Incidental | Incidental | Incidental |
| 5 | P-152 | Embankment In-Place | 19 | CY | $ 30.00 | $ 570.00 | $ 130.00 | $ 2,470.00 |
| 6 | P-209 | Crushed Aggregate Base Course (6-Inches Thick) | 536 | SY | $ 35.00 | $ 18,760.00 | $ 40.00 | $ 21,440.00 |
| 7 | P-401a | Asphalt Base Course (5-Inches Thick) | 154 | TON | $ 200.00 | $ 30,800.00 | $ 160.00 | $ 24,640.00 |
| 8 | P-401b | Asphalt Binder (PG 70-22) | 12 | TON | $ 1,000.00 | $ 12,000.00 | $ 1,250.00 | $ 15,000.00 |
| 9 | P-501 | Concrete Pavement (14-Inches Thick) | 536 | SY | $ 350.00 | $ 187,600.00 | $ 225.00 | $ 120,600.00 |
| 10 | P-602 | Emulsified Asphalt Prime Coat | 161 | GAL | $ 12.00 | $ 1,932.00 | $ 15.00 | $ 2,415.00 |
| 11 | P-603 | Emulsified Asphalt Tack Coat | Incidental | Incidental | Incidental | Incidental | Incidental | Incidental |
| 12 | P-605 | Joint Sealing Filler | 979 | LF | $ 20.00 | $ 19,580.00 | $ 18.00 | $ 17,622.00 |
| 13 | P-610 | Concrete for Miscellaneous Structures | Incidental | Incidental | Incidental | Incidental | Incidental | Incidental |
| 14 | D-701a | 6-Inch PVC Pipe | 216 | LF | $ 150.00 | $ 32,400.00 | $ 150.00 | $ 32,400.00 |
| 15 | D-701b | Water Valve Box | 1 | EACH | $ 800.00 | $ 800.00 | $ 4,500.00 | $ 4,500.00 |
| 16 | D-751 | 12-Inch Trench Drain | 58 | LF | $ 75.00 | $ 4,350.00 | $ 1,200.00 | $ 69,600.00 |
| 17 | S-14 | Concrete Curb and Gutter | 207 | LF | $ 75.00 | $ 15,525.00 | $ 200.00 | $ 41,400.00 |
| **SCHEDULE I TOTAL** | | | | | **$** | **393,685.00** | **$** | **416,087.00** |

| **BID TOTAL** | Engineer's Estimate | Constructors, Inc. |
|---|---|---|
| | **$ 393,685.00** | **$ 416,087.00** |

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 19.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Finance
**CONTACT:** Louis Najar **CHAIR:** Robert B. Corn

## ACTION REQUESTED:
Approval for the award of Roswell Air Center Hobson Road Lift Station Design Project to Freese & Nichols Inc. in the amount of $256,526.00 which includes GRT. (Corn/MacCornack)

## BACKGROUND:
**Initiated by: James MacCornack**

The City of Roswell is seeking professional design support services for a replacement of the lift station on Hobson Road at the Roswell Air Center. This is an approved FY25 project.
Per RFP-25-002 quotes were requested to perform engineering and design services from vendors qualified per RFP-25-002.
Quotes received on October 16, 2024 for the subject project have been reviewed. Four quotes were received as follows: (Amounts include GRT)

| | |
|---|---|
| 1. FXSA | $ 476,034.58 |
| 2. Freese & Nichols Inc | $ 266,032.00 |
| 3. HDR Engineering | $ 277,065.50 |
| 4. WTC | $ 1,195,991,00 |

Please see attached recommendation of award letter to Purchasing.

Freese & Nichols has provided a revised rate sheet that covers cost of design phase services only. Revised amount for FY 25 for design services is $256,526. See attached rate sheet.

## FINANCIAL CONSIDERATION
Project is on approved FY25 Budget for $251,000, budget adjustment of $5,526 will be required.

## LEGAL REVIEW:
No Legal review required at this time.

## BOARD AND COMMITTEE ACTION:
Infrastructure Committee recommended approval (4-0) to refer to Finance Committee at their meeting on 10/21/24. Finance Committee on 11/7/2024 voted (4-0) to recommend to November City Council.

## STAFF RECOMMENDATION:
Consider approval for the award of Roswell Air Center Hobson Road Lift Station Design Project to Freese & Nichols Inc. in the amount of $256,526 which includes GRT.

**Attachments**

ATT 1 - Recommendation of award
ATT 2 - FY 25 Budget Excerpt
ATT 3 - Freese & Nichols Revised Rate Sheet

ROSWELL
Engineering

To: Arely Peek
Purchasing Agent

October 17, 2024

Re: Recommendation of Award
Project Development Services – Roswell Air Center Hobson Road Lift Station Design
RFP-25-002 – Engineering Architectural Services

The City of Roswell is seeking professional design support services for a replacement of the lift station on Hobson Road at the Roswell Air Center. Per RFP-25-002 quotes were requested to perform engineering and design services from vendors qualified per RFP-25-002. Quotes shown include GRT.

| | |
|---|---|
| 1. FXSA | $476,034.58 |
| 2. Smith Engineering | Notification of No Quote Received |
| 3. Freese and Nichols, Inc. | $266,032.00 |
| 4. HDR Engineering | $277,065.50 |
| 5. WTC | $1,195,991.00 |

Upon review of submitted quote details I hereby recommend this work go to Freese & Nichols, Inc. in the amount of $266,032.00 which includes GRT. Engineering department proposes to issue a Notice of Award & Notice to Proceed to Freese & Nichols.

If you have any questions please contact me.

Sincerely,

James MacCornack, P.E.
Senior Engineer

| FY25 Wastewater Collections/Sewer "Capital Fund" Projects (5301-4356) | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Project Information | | | | | | | | Grant Information | | | Financial Information | | | FY25 Budget | | |
| Item # | Fixed Asset | Budgeted GL Acct # | Project Description | FY Start / FY End | Project Manager | PO# | Total Project Cost | Grant # | Granting Agency | Award Date / Reversion Date | Approved Budget | Encumbered Balance | YTD Expense | Grants | Approved City Budget | Total FY25 Budget |
| 1 | | | Vactor | 07/01/2023 - 0630/2025 | | 22401196 | 527,953.19 | | N/A | | | | | | 527,953.19 | 527,953.19 |
| 2 | | | RAC Lift Station - Design | 07/01/2024 - 06/30/2025 | | | 251,000.00 | | N/A | | | | | | 251,000.00 | 251,000.00 |
| 3 | | | Mescalero Lift Station RTU/HMI combo for level control | 07/01/2024 - 06/30/2025 | | | 14,000.00 | | N/A | | | | | | 14,000.00 | 14,000.00 |
| | | | Total Wastewater Collections/Sewer | | | | 792,953.19 | - | - | - | - | - | - | - | 792,953.19 | 792,953.19 |

# Cost Proposal

We are excited about the opportunity to perform this work for the City of Roswell and intend to provide project development services for the RIAC Lift Station Replacement project.

**Offeror Name:** Freese and Nichols, Inc.

| Task | Description | Cost |
|---|---|---|
| Task 1:<br>Kickoff and Reaffirm Design/Project Needs | Includes Kickoff Meeting and the Development of Work Plan and Schedule | $11,607.00 |
| Task 2:<br>Topographic Survey/SUE | Includes Topographic Survey and SUE level B and A | $23,165.00 |
| Task 3:<br>Geotechnical Services | Includes Boring and Report | $24,888.00 |
| Task 4:<br>Preliminary Design (30%) | Includes 30% Plans and Estimate | $76,252.00 |
| Task 5:<br>Preliminary Design (60%) | Includes 60% Plans and Estimate | $58,219.00 |
| Task 6:<br>Pre-Final Design (90%) | Includes 90% Plans, Estimate, Draft Bid Documents | $33,249.00 |
| Task 7:<br>Final Design (100%) | Includes Final Plans, Estimate, Final Contract Bid Documents | $10,373.00 |
| Gross Receipts Tax | New Mexico Gross Receipts Tax (@7.8958%) | $18,773.00 |
| **Total:** | | **$256,526.00** |

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 20.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Infrastructure
**CONTACT:** Louis Najar **CHAIR:** Juan Oropesa

## ACTION REQUESTED:
Approval of Award Recommendation for RFP-25-003 Janitorial Custodial Services and authorization for the City Manager to enter into contract negotiations with a pool of four (4) vendors as a Multi-Source Award to the recommended Offerors.(Oropesa/Mascarenas)

## BACKGROUND:
Initiated by: Nathaniel Mascarenas

The City posted RFP-25-003 Janitorial Custodial Services on August 18, 2024. Four (4) proposals were received on September 17, 2024. The Evaluation Committee approved all four proposals for a multi-source award.

## FINANCIAL CONSIDERATION
Funding will be provided by each department's annual approved budget.

## LEGAL REVIEW:
Contracts to be reviewed by the Legal Department upon award.

## BOARD AND COMMITTEE ACTION:
Infrastructure Committee voted (4-0) at their October 21, 2024, to refer to City Council's Consent Agenda.

## STAFF RECOMMENDATION:
Staff recommends approval of award recommendation and authorization for city manager to enter into negotiations with the four (4) contractors listed on the award recommendation letter.

**Attachments**

ATT 1 - RFP 25-003 Recommended Award Letter

ROSWELL
New Mexico

City of Roswell

# Award Recommendation Report

To: Mayor and Council

From: Nathaniel Mascarenas, Project & Facilities Maintenance Manager, Project Manager

Date: September 20, 2024

Subject: Award Recommendation for: RFP-25-003
Janitorial Custodial Services

The City of Roswell posted **RFP-25-003 Janitorial Custodial Services** on August 18, 2024. Four (4) proposals were received on September 17, 2024. This RFP was to qualify a pool of vendors to provide janitorial/custodial services for city-owned offices and facilities. The Evaluation Committee completed their review and it is their recommendation to qualify and award this contract to all four vendors**.** The Purchasing Office concurs with the recommendation from the Project Manager.

The Offerors are listed below:

- Clearly Clean Janitorial Service – Rio Rancho, NM
- Geneva's Cleaning Service – Roswell, NM
- Quality Janitorial – Hagerman, NM
- Taurus Cleaning Services – Roswell, NM

All Offerors were evaluated based off of the following criteria:

- Company Experience
- Company Past Performance/References
- Project Understanding
- List of all relative equipment
- Cost

If you have any comments or questions, please contact me.

Sincerely,

Nathaniel Mascarenas,
Project & Facilities Maintenance Manager,
Project Manager

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 21.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Finance
**CONTACT:** Louis Najar **CHAIR:** Robert B. Corn

## ACTION REQUESTED:
Approval of award of ITB-25-004, Spring River Trail Connection to Cielo Grande Project to Constructors, Inc. in the amount of $314,937.05 including GRT. (Corn/Najar)

## BACKGROUND:
**Initiated by: Louis Najar**

Bids received on October 8, 2024 for the subject project have been reviewed. A Bid Tabulation is attached. One bid was received as follows: (Amounts include tax of 7.8958%).

1. Constructors, Inc $314,937.05

Please see attached recommendation of award letter to Purchasing.

## FINANCIAL CONSIDERATION
Current available FY25 approved budget is $325,000

## LEGAL REVIEW:
No Legal review required at this time.

## BOARD AND COMMITTEE ACTION:
Infrastructure Committee recommended approval (4-0) to send to Finance Committee at their meeting on October 21, 2024. Finance Committee on 11/7/2024 voted (5-0) to recommend to November City Council consent agenda.

## STAFF RECOMMENDATION:
Consider approval of award of ITB-25-004, Spring River Trail Connection to Cielo Grande Project to Constructors, Inc. in the amount of $314,937.05 including GRT.

**Attachments**

ATT 1 - ITB 25-004 Recommendation of Award
ATT 2 - Bid Tabulation ITB 25-004
ATT 3 - Budget Excerpt

ROSWELL
Engineering

To: Arely Peek
Purchasing

October 15, 2024

Re: Recommendation of Award
Spring River Cielo Grande Trail Connector
Bid No. ITB-25-004 CN 2104820

Bids received on October 9, 2024 for the subject project have been reviewed. A Bid Tabulation is attached. One bid was received as follows: (Amounts include Tax of 7.8958%).

1. Constructors Inc., Carlsbad, NM $314,937.05

Upon completion of review, I hereby recommend award of this project to Constructors Inc., in the amount of $314,937.05.

If you have any questions please contact me.

Sincerely,

James MacCornack, P.E.
Senior Engineer
575-637-6288

xc: Project Files

# CITY OF ROSWELL
# NEW MEXICO

**Engineer's Bid Tabulation**
**ITB-25-004**
**Spring River Cielo Grande Trail Connector**

**Bid Opening of October 8, 2024**



| | | Contract | Contract | Engr. Est. | Engr. Est. | CONSTRUCTORS | | | |
|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | BID ITEM DESCRIPTION | Unit | Quantity | UNIT COST | Amount | Unit Cost | Amount | | |
| 201000 | CLEARING AND GRUBBING | L.S. | 1 | $10,000.00 | $ 10,000.00 | $ 20,000.00 | $ 20,000.00 | | |
| 203100 | BORROW | CU. YD. | 420 | $10.00 | $ 4,200.00 | $ 50.00 | $ 21,000.00 | | |
| 209000 | BLADING AND RESHAPING | MILE | 0.4 | $10,000.00 | $ 4,000.00 | $ 150,000.00 | $ 60,000.00 | | |
| 303140 | BASE COUSE, 4" | SQ. YDS. | 2,000 | $30.00 | $ 60,000.00 | $ 15.00 | $ 30,000.00 | | |
| 407000 | ASPHALT MATERIAL FOR TACK COAT | TON | 1.5 | $1,500.00 | $ 2,250.00 | $ 1,800.00 | $ 2,700.00 | | |
| 417000 | MISCELLANEOUS PAVING, HMA SP-V, 3" DEPTH | SQ. YDS. | 3,390 | $42.00 | $ 142,380.00 | $ 30.00 | $ 101,700.00 | | |
| 621000 | MOBILIZATION | L.S. | 1 | $16,800.00 | $ 16,800.00 | $ 30,000.00 | $ 30,000.00 | | |
| 701000 | PANEL SIGNS | SQ. FT. | 60 | $5.00 | $ 300.00 | $ 54.00 | $ 3,240.00 | | |
| 701100 | STEEL POST AND BASE POST FOR ALUMINUM SIGNS | LIN.FT. | 190 | $28.00 | $ 5,320.00 | $ 30.00 | $ 5,700.00 | | |
| 704704 | HOT THERMOPLASTIC PAVEMENT STRIPE, 24" | LIN. FT. | 170 | $15.00 | $ 2,550.00 | $ 15.00 | $ 2,550.00 | | |
| 801000 | CONSTRUCTION STAKING BY THE CONTRACTOR | L.S. | 1 | $5,000.00 | $ 5,000.00 | $ 15,000.00 | $ 15,000.00 | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | PROJECT SUBTOTAL (w/o Tax)= | | | | $ 252,800.00 | | $ 291,890.00 | | |
| | | | | | | | | | |
| | GROSS RECIEPT TAX = | | | TAX @ 7.8958% | $ 19,960.58 | TAX @ 7.8958% | $ 23,047.05 | | |
| | PROJECT BID TOTAL (with Tax)= | | | | $ 272,760.58 | | $ 314,937.05 | | |

I Certify that all Information and Tabulations are Correct.

James MacCornack, P.E.

10/9/2024
Date

City of Roswell
Capital Project Budget
FY25

| FY25 Streets "Capital Fund" Projects (2623-4323) | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Project Information | | | | | | | | Grant Information | | | | | | | Financial Information | | | FY25 Budget | | |
| Item # | Fixed Asset | Budgeted GL Acct # | Project Description | FY Start / FY End | Project Manager | PO# | Total Project Cost | Grant # | Granting Agency | Award Date / Reversion Date | Award Amount | Grant Manager | Matching Funds | Arts in Public Places | Approved Budget | Encumbered Balance | YTD Expense | Grants | Approved City Budget | Total FY25 Budget |
| 1 | | | Collectors and Residential Mill & Fill | | | | 1,500,000.00 | | | | N/A | | | | | | | | 1,500,000.00 | 1,500,000.00 |
| 2 | | | (2) Mowers w/attachments | February 2025 | | | 130,988.38 | | | | | | | | | | | | 130,988.38 | 130,988.38 |
| 3 | | | Dump Truck | Spring/Summer 2025 | | | 179,857.00 | | | | | | | | | | | | 179,857.00 | 179,857.00 |
| 4 | | | Patch Truck | Ordered in July 2023 | | | 289,408.00 | | | | Money received from the Insurance is 82,144.09 | | | | | | | | 207,263.91 | 207,263.91 |
| 5 | | | Patch Truck | Could easily be 2026 | | | 291,898.00 | | | | | | | | | | | | 291,898.00 | 291,898.00 |
| 6 | | | Sweeper | | | | 374,052.00 | | | | | | | | | | | | 374,052.00 | 374,052.00 |
| 8 | | | Cielo Grande Trail/STR | | | | 225,000.00 | | | | | | | | | | | 192,240.00 | 132,760.00 | 325,000.00 |
| 9 | | | Safe Roads | | | | 650,000.00 | | | | | | | | | | | 280,000.00 | 70,000.00 | 350,000.00 |
| 10 | | | Bridge Over Hondo River | | | | 2,440,000.00 | | | | | | | | | | | 2,440,000.00 | | 2,440,000.00 |
| 11 | | | Hobson Flood Prevention | | | | 9,602,273.00 | | | | | | | | | | | 1,000,000.00 | | 1,000,000.00 |
| 12 | | | Brasher Rd - 2023 Legislative | | | | 800,000.00 | | | | | | | | | | | 400,000.00 | | 400,000.00 |
| 13 | | | Mescalero Bridge Guardrails | | | | 1,723,000.00 | | | | | | | | | | | | 80,000.00 | 80,000.00 |
| 14 | | | N. Atkinson | | | | 2,689,000.00 | | | | | | | | | | | | 300,000.00 | 300,000.00 |
| 15 | | | FY24 NMDOT TPF Funds 95% Reimbursement (Hobbs St.) | | | | 2,410,000.00 | | | | | | | | | | | 2,289,500.00 | 120,500.00 | 2,410,000.00 |
| | | | Total Streets | | | | 23,305,476.38 | - | - | - | - | - | - | - | - | - | - | 6,601,740.00 | 3,387,319.29 | 9,989,059.29 |

**Regular City Council Meeting**
**Meeting Date:** 11/14/2024
**COMMITTEE:** Finance
**CONTACT:** Elizabeth Prichard **CHAIR:** Robert B. Corn

## ACTION REQUESTED:
Approval to award ITB 25-005-Bulk Fuel to AWC Propane and allow the City Manager to enter into a one (1) year contract period with three (3) additional 12-month periods, mutually agreeable extensions. (Oropesa/Hicks)

## BACKGROUND:
**Initiated by: Becky Hicks**

The City posted ITB-25-005-Bulk Fuel on September 8, 2024. One bid was received on October 1, 2024, from AWC Propane of Roswell, NM.

## FINANCIAL CONSIDERATION:
Bulk fuel has been included in the FY25 Budget. The proposed rate is calculated as follows:

- Diesel: Laid in Price (changes daily) + Margin of .099 - Federal Excise Tax per Gallon of .2440 and
- Gas: Laid in Price (changes daily) + Margin of .099 - Federal Excise Tax per Gallon of .184.
- On September 27, 2024, the prices were $2.625/gallon and $2.405/gallon respectively.

## LEGAL REVIEW:
Contract to be reviewed by the Legal Department upon award.

## BOARD AND COMMITTEE ACTION:
Infrastructure committee voted (4-0) to Finance Committee with recommendation on the consent agenda. Finance Committee voted (5-0) to recommend approval to award ITB 25-005-Bulk Fuel to AWC Propane and allow the City Manager to enter into a one (1) year contract period with three (3) additional 12-month periods or mutually, agreeable extensions.

## STAFF RECOMMENDATION:
proceed as presented

**Attachments**

Award Recommendation Letter
Bid Tabulation

ROSWELL
New Mexico

City of Roswell

# Award Recommendation

To: Arely Peek, Purchasing Agent

From: Becky Hicks, Project Manager

Date: October 11, 2024

Subject: Award Recommendation for: ITB-25-005 Bulk Fuel

The City of Roswell posted **ITB-25-005 Bulk Fuel**. One bid was received on October 1, 2024. Upon review, it is recommended to award this contract to ABC Propane dba AWC Propane of Roswell, NM. The purchasing office concurs with the recommendation. Fuel rates bid were as follows.

I. Unleaded - $2.405/ gallon
II. Diesel - $2.625/gallon

If you have any comments or questions, please contact me.

Sincerely,

Becky Hicks,
Project Manager

**BULK FUEL**
**BID TABULATIONS**
**Bid No. ITB-25-005**

**BID OPENING: OCTOBER 1, 2024**

**CITY OF ROSWELL**
**NEW MEXICO**

| Item No. | Item Description | Unit | Quantity | AWC PROPANE | |
|---|---|---|---|---|---|
| 1 | Diesel | | | 2.625 gallon | |
| 2 | Unleaded Fuel | | | 2.405 gallon | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ - | $ - |
| | | | | $ - | $ - |
| | | | | $ - | $ - |

**Add On Bid Item if Required**

| | | | | | |
|---|---|---|---|---|---|
| | | | | $ - | |
| | | | | $ - | $ - |
| | | | | $ - | $ - |
| | | | | $ - | $ - |

I Certify that all Information and Tabulations are Correct.

10-19-24
DATE

**Regular City Council Meeting** 23.
**Meeting Date:** 11/14/2024
**COMMITTEE:** N/A **CONTACT:** Amalia Martinez
**CHAIR:** Mayor Pro Tem

**Summary:**
Approval of the minutes from the Regular City Council meeting on October 10, 2024. (Heldenbrand/Martinez)

**Attachments**

Draft minutes from 10/10/24

**Regular Meeting of the Roswell City Council**
**Held in Meeting Room A – Roswell Convention and Civic Center**
**Thursday, October 10, 2024, at 6:00 p.m.**

**Notice of this meeting was given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 24-23.**

The meeting convened at 6:00 p.m. with Mayor Jennings presiding

**ROLL CALL:**

| | |
|---|---|
| Cristina Arnold | **absent** |
| Will Cavin | present |
| Juan Oropesa | present |
| Carlos Marrujo, Jr. | present |
| Matthew Chappell | present |
| Angela Moore | present |
| Juliana Halvorson | present |
| Ed Heldenbrand | present |
| Darrell Johnson | present |
| Robert Corn | present |

Councilor Oropesa led the Pledge of Allegiance and Councilor Marrujo led in prayer.

**APPROVAL OF THE AGENDA**
1. Approval of Agenda - approve the agenda for the October 10, 2024, Regular City Council Meeting.

**MOTION:** Councilor Heldenbrand made a motion to approve the agenda for the October 10, 2024, Regular City Council Meeting Councilor Cavin was the second.

**ROLL CALL**:

| | |
|---|---|
| Cristina Arnold | **absent** |
| Will Cavin | yes |
| Juan Oropesa | yes |
| Carlos Marrujo, Jr. | yes |
| Matthew Chappell | yes |
| Angela Moore | yes |
| Juliana Halvorson | yes |
| Ed Heldenbrand | yes |
| Darrell Johnson | yes |
| Robert Corn | yes |

**Motion passed 9-0.**

DRAFT

**2.** Approval of consent agenda – approve the consent agenda for the October 10, 2024, Regular City Council Meeting.

**MOTION:** Councilor Heldenbrand made a motion to approve the consent agenda for the October 10, 2024, Regular City Council Meeting Councilor Marrujo was the second.

**ROLL CALL**:

| | |
|---|---|
| Cristina Arnold | **absent** |
| Will Cavin | yes |
| Juan Oropesa | yes |
| Carlos Marrujo, Jr. | yes |
| Matthew Chappell | yes |
| Angela Moore | yes |
| Juliana Halvorson | yes |
| Ed Heldenbrand | yes |
| Darrell Johnson | yes |
| Robert Corn | yes |

**Motion passed 9-0.**

**CONSENT ITEMS (items 3-22 were approved at the time of the approval of the consent agenda)**

3. Approval for PO requesting the purchase of a new golf course rough mower from Simpson Norton Corp. in the amount of $104,444.42.

4. Approval for PO requesting the purchase of a new parks department mower from Simpson Norton Corp. in the amount of $69,440.41.

5. Approval for Roswell Transit to purchase two (2) new Arboc Spirit of Freedom 12+2 passenger buses from Model 1 Commercial Vehicles, Inc. in the amount of $198,193.00 each for a total of $396,386.00. These buses will be purchased with Statewide Price Agreement #00-00000-20-00087 that expires 1/27/2025.

6. Approval of the city to release the Lien at 418 S Cedar, Roswell, NM 88203 in the amount of $26,908.53 with a Development Agreement to Black Diamond Construction LLC, AKA, Arturo Alvarado.

7. Approval of a budget adjustment to the Human Resources Safety training Budget in the amount of $330,096.47 for all city-wide departmental training from the general fund.

8. Approval of purchases over $60,000 pursuant to the City's Purchasing Policy.

9. Ordinance 24-13: authorize to advertise for a public hearing to consider adopting proposed Ordinance 24-13 Amending the Dedication of a Municipal Local Option Gross Receipts Tax.

DRAFT

10. Ordinance 24-14: authorize to advertise for a public hearing to consider adopting proposed Ordinance 24-14 Amending the Dedication of a Municipal Local Option Gross Receipts Tax.

11. Ordinance 24-15: authorize to advertise a public hearing to consider adopting proposed Ordinance 24-15 Granting Franchise to J & J Rentals, LLC.

12. Ordinance 24-16: authorize to advertise for a public hearing to consider adopting proposed Ordinance 24-16 Granting Franchise to Alien Trash.

13. Ordinance 24-17: authorize to advertise for a public hearing to consider adopting proposed Ordinance 24-17 Granting Franchise to Southwest Reclamation, LLC.

14. Ordinance 24-18: authorize to advertise for a public hearing to consider adopting proposed Ordinance 24-18 Granting Franchise to Clean Haul, LLC.

15. Ordinance 24-19: authorize to advertise for a public hearing to consider adopting proposed Ordinance 24-19 Amending the Roswell City Code, Chapter 6.

16. Ordinance 24-20: authorize to advertise for a public hearing to consider adopting proposed Ordinance 24-20 Amending the Dedication of a Municipal Local Option Gross Receipts Tax.

**Resolution(s)**

17. Resolution 24-47 Weeds - adoption of Resolution 24-47- the Resolution shall mandate the cleanup of approximately nine (9) separate properties within the City.

18. Resolution 24-48 Condemnations - adoption of Resolution 24-48- the Resolution shall require the removal or demolition of three (3) dilapidated structures.

19. Resolution 24-49 - adoption of Resolution 24-49 approving budget adjustment for the fiscal year ending June 30, 2025.

**Minutes**

20. Approval of the minutes from the Regular City Council meeting on September 12, 2024.

21. Approval of the minutes from the City Council Workshop meeting on September 23, 2024.

22. Approval of the minutes from the Special City Council meeting on September 30, 2024.

**NON-ACTION ITEMS (Information Items)**

23. Airport Updates (Bobbi Thompson)

24. AAC Updates (Bud Kunkel)

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25. Parks Design Award - All Inclusive Park - Horizons Playground -- Jim Burress (Laurie Dudek)

26. Outstanding Voluntary Service Award - Vicki Burress (Laurie Dudek)

27. Elected Official Award - NM Senator Greg Nibert (Laurie Dudek)

**PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS**
James Licon – water
Jon Conner - water

**PUBLIC HEARING(S)**

28. Ordinance 24-10: Hold a public hearing to consider adopting proposed Ordinance 24-10 An Ordinance of the City of Roswell Approving the project and Authorizing the Execution of an Intergovernmental Agreement and a Project Participation Agreement Accepting from the New Mexico Economic Development Department $400,000.00 for Economic Assistance for Renovation of Land, Buildings, and other Infrastructure Expenses. Hess Yntema presented this item.

**BACKGROUND**: Ordinance 24-10: Hold a public hearing to consider adopting proposed Ordinance 24-10 An Ordinance of the City of Roswell Approving the project and Authorizing the Execution of an Intergovernmental Agreement and a Project Participation Agreement Accepting from the New Mexico Economic Development Department $400,000.00 for Economic Assistance for Renovation of Land, Buildings, and other Infrastructure Expenses.

**MOTION**: Councilor Heldenbrand made a motion to hold a public hearing to consider adopting proposed ordinance 24-10. Councilor Corn was the second.

Those in favor: none
Those opposed: none

**ROLL CALL**:

| | |
|---|---|
| Cristina Arnold | **absent** |
| Will Cavin | yes |
| Juan Oropesa | yes |
| Carlos Marrujo, Jr. | yes |
| Matthew Chappell | yes |
| Angela Moore | yes |
| Juliana Halvorson | yes |
| Ed Heldenbrand | yes |
| Darrell Johnson | yes |
| Robert Corn | yes |

**Motion passed 9-0.**

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29. Ordinance 24-11: Hold a public hearing to consider adopting proposed Ordinance 24-11: Amending Chapter 6, Section 6-11 of the Roswell City Code by incorporating by reference the 2021 New Mexico Residential Energy Conservation Code. Jessica Vickers presented this item.

**BACKGROUND:** The Construction Industries Division of the Regulation and Licensing Department of the State of New Mexico, pursuant to the authority granted to it by NMSA 1978 §60-13-9, has adopted the 2021 New Mexico Residential Energy Code and the City of Roswell wishes to adopt and enforce the provisions of the New Mexico Residential Energy Code.

**MOTION**: Councilor Heldenbrand made a motion to hold a public hearing to consider adopting the proposed Ordinance 24-11. Councilor Chappell was the second.

Those in favor: none
Those opposed: none

**ROLL CALL**:

| | |
|---|---|
| Cristina Arnold | **absent** |
| Will Cavin | yes |
| Juan Oropesa | yes |
| Carlos Marrujo, Jr. | yes |
| Matthew Chappell | yes |
| Angela Moore | no |
| Juliana Halvorson | yes |
| Ed Heldenbrand | yes |
| Darrell Johnson | yes |
| Robert Corn | yes |

**Motion passed 8-1.**

**NEW BUSINESS / REGULAR ITEMS**

30. Approval of award of ITB-25-002, West Country Club Reservoirs Repair Project to TMI Coatings in an amount of $3,744,739.53 including GRT included in FY25 approved budget. James MacCornack presented the item.

**BACKGROUND:** Bids received on September 10, 2024, for the subject project have been reviewed. A Bid Tabulation is attached. Three bids were received as follows: (Amounts include Tax of 7.8958%)

**MOTION**: Councilor Corn made a motion to approve ITB-25-002, West Country Club Reservoirs Repair Project to TMI Coatings. Councilor Cavin was the second.

**VOTE**: A voice vote was unanimous

**Motion passed 9-0, with Councilor Arnold being absent.**

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**CITY MANAGER REPORTS/ANNOUNCEMENTS**
**(Information Only)**

- Discussed the administrative leases at the airport for September/October 2024
- Roswell representatives visited Reno to learn about the transition from Reno, NM to Roswell, NM
- September 10 – 14, 2024 National Championship Air Races and Air Show
- Streets update pavement-maintenance projects

31. Administratively Executed Leases September/October 2024

**ADJOURNMENT**

Meeting adjourned at 7:02 p.m.

Approved on this 14th day of November 2024

(City Seal)

_____
Timothy Z. Jennings, Mayor

_____
Amalia Martinez, City Clerk

DRAFT

**Regular City Council Meeting** 24.
**Meeting Date:** 11/14/2024
**COMMITTEE:** N/A **CONTACT:** Amalia Martinez
**CHAIR:** Ed Heldenbrand

**Summary:**
Approval of the minutes from the Special City Council Meeting on October 24, 2024. (Heldenbrand/Martinez)

**Attachments**

Special CC minutes 10.24.24

**SpecialMeeting of the Roswell City Council**
**Large Conference Room – Roswell City Hall**
**Thursday, October 24, 2024, at 1:45 p.m.**

**Notice of this meeting was given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 24-23.**

The meeting convened at 1:45 p.m. with Mayor Jennings presiding

**ROLL CALL:**

| | |
|---|---|
| Ed Heldenbrand | present |
| Carlos Marrujo, Jr. | present |
| Will Cavin | present |
| Matthew Chappell | **absent** |
| Angela Moore | **absent** |
| Robert Corn | present |
| Darrell Johnson | present |
| Juan Oropesa | present |
| Juliana Halvorson | present |
| Cristina Arnold | present |

**APPROVAL OF THE AGENDA**
1. Approval of Agenda - approve the agenda for the October 24, 2024, Special City Council Meeting.

**FOR THE RECORD**: Councilor Corn to clarify the record this is an Emergency Meeting not just a normal special city council meeting due to the flooding's.

**MOTION:** Councilor Cavin made a motion to approve the agenda for the October 24, 2024, Emergency City Council Meeting. Councilor Corn was the second.

**AMENDED MOTION**: Councilor Corn made a motion to amended the and approve the agenda to include approval of Ordinance 24-XX: An Ordinance to Aid Recovery Following the Chaves County Flooding of October 19 and 20, 2024. Councilor Marrujo was the second.

**FOR THE RECORD**: Councilor Moore joined the meeting at 1:48 pm.

**VOTE**a voice vote was unanimous.

**Motion passed 9-0, with Councilor Chappell being absent.**

**2.** Approval to ratify Resolution 24-50: Local Emergency Declaring State of Emergency. Hess Yntema presented the item.

DRAFT

**MOTION:** Councilor Heldenbrand made a motion to approve to ratify Resolution 24-50: Local Emergency Declaring State of Emergency. Councilor Moore was the second.

**BACKGROUND**: A disaster resolution or declaration of emergency allows the city to take certain emergency measures. It also activates the states emergency declaration which in turns gets sent to Washington DC.

**ROLL CALL VOTE**:

| | |
|---|---|
| Ed Heldenbrand | yes |
| Carlos Marrujo, Jr. | yes |
| Will Cavin | yes |
| Matthew Chappell | **absent** |
| Angela Moore | yes |
| Robert Corn | yes |
| Darrell Johnson | yes |
| Juan Oropesa | yes |
| Juliana Halvorson | yes |
| Cristina Arnold | yes |

**Resolution 24-50 was adopted 9-0.**

**3.** Approval of Ordinance 24-XX: An Emergency Ordinance to Aid Recovery Following the Chaves County Flooding of October 19 and 20, 2024. Hess Yntema presented this item.

**BACKGROUND**: In state law NMSA 1978 §3-17-3, except that this section shall not apply to ordinances dealing with an emergency declared by the chairman of the governing body or the mayor, as the case may be, to be an immediate danger to the public health, safety and welfare of the municipality. And pursuant to NMSA 1978 §10-15-1 (F) states Except for emergency matters, a public body shall take action only on items appearing on the agenda. For purposes of this subsection, "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. This will amend Roswell City Code Sec 2-56. Hess Yntema presented this item.

**MOTION:** Councilor Corn made a motion to approve Ordinance 24-XX: An Emergency Ordinance to Aid Recovery Following the Chaves County Flooding of October 19 and 20, 2024. Councilor Cavin was a second.

**FOR THE RECORD:** Ordinance 24-XX number was issued at the end of the meeting. The number issued was Ordinance 24-21.

**ROLL CALL VOTE**:

| | |
|---|---|
| Ed Heldenbrand | yes |
| Carlos Marrujo, Jr. | yes |

DRAFT

| | |
|---|---|
| Will Cavin | yes |
| Matthew Chappell | **absent** |
| Angela Moore | yes |
| Robert Corn | yes |
| Darrell Johnson | yes |
| Juan Oropesa | yes |
| Juliana Halvorson | yes |
| Cristina Arnold | yes |

**Ordinance 24-24 was enacted 9-0.**

**FOR THE RECORD:** Mayor Jennings would like to make clear that there was not a third body that was found during the floods, he was misinformed.

**ADJOURNMENT**

Meeting adjourned at 2:29 p.m.

Approved on this 14th day of November 2024

(City Seal)

_____
Timothy Z. Jennings, Mayor

_____
Amalia Martinez, City Clerk

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 29.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Legal
**CONTACT:** Hessel Yntema **CHAIR:** Ed Heldenbrand

## ACTION REQUESTED:
Ordinance 24-13: Hold a public hearing to consider adopting proposed Ordinance 24-13 Amending the Dedication of a Municipal Local Option Gross Receipts Tax. (Heldenbrand/Yntema)

## BACKGROUND:
Initiated by: Hess Yntema

These Ordinances will unrestrict a a quarter cent tax imposed in the late 80s and early 90s. This is consistent with House Bill 479, enacted July 1, 2019.

## FINANCIAL CONSIDERATION
Revenue is neutral.

## LEGAL REVIEW:
The City Attorney drafted this Ordinance.

## BOARD AND COMMITTEE ACTION:
Legal committee voted 3-0 to refer to City Council at their meeting on September 26, 2024.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

Ordinance 24-13

**ORDINANCE 24-13**

**AMENDING THE DEDICATION OF A MUNICIPAL LOCAL OPTION GROSS RECEIPTS TAX**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO** that Section 4 of Ordinance Number 1159, effective July 1, 1986, and imposing a one-quarter of one percent (0.25%) tax is amended to read:

**Section 4**. Dedication. Revenue from local option gross receipts tax will be unrestricted.

The effective date of this amendment shall be (January 1 or July 1), whichever date occurs first after the expiration of at least three months from the date this ordinance is delivered or mailed to the Taxation and Revenue Department.

ADOPTED BY THE GOVERNING BODY OF ROSWELL, NEW MEXICO THIS DAY OF _____2024 .

SIGNED and APPROVED ___ _____, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

DRAFT

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 30.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Legal
**CONTACT:** Hessel Yntema **CHAIR:** Ed Heldenbrand

## ACTION REQUESTED:
Ordinance 24-14: Hold a public hearing to consider adopting proposed Ordinance 24-14 Amending the Dedication of a Municipal Local Option Gross Receipts Tax. (Heldenbrand/Yntema)

## BACKGROUND:
Initiated by: Hess Yntema

These Ordinances will unrestrict a one-sixteenth tax imposed in the late 80s and early 90s. This is consistent with House Bill 479, enacted July 1, 2019.

## FINANCIAL CONSIDERATION
Revenue is neutral.

## LEGAL REVIEW:
The City Attorney drafted this Ordinance.

## BOARD AND COMMITTEE ACTION:
Legal committee voted 3-0 to refer to City Council at their meeting on September 26, 2024.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

Draft Ord 24-14

**ORDINANCE 24-14**

**AMENDING THE DEDICATION OF A MUNICIPAL LOCAL OPTION GROSS RECEIPTS TAX**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO** that Section 4 of Ordinance Number 1224, effective May 30, 1992, and imposing a one-sixteenth of one percent (0.0625%) tax is amended to read:

**Section 4**. Dedication. Revenue from local option gross receipts tax will be unrestricted.

The effective date of this amendment shall be (January 1 or July 1), whichever date occurs first after the expiration of at least three months from the date this ordinance is delivered or mailed to the Taxation and Revenue Department.

ADOPTED BY THE GOVERNING BODY OF ROSWELL, NEW MEXICO THIS DAY OF _____2024 .

SIGNED and APPROVED ___, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

DRAFT

# ROSWELL NEW MEXICO
# AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 31.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Legal
**CONTACT:** Hessel Yntema **CHAIR:** Ed Heldenbrand

## ACTION REQUESTED:
Ordinance 24-15: Hold a public hearing to consider adopting proposed Ordinance 24-15 Granting Franchise to J & J Rentals, LLC. (Heldenbrand/Chaparro)

## BACKGROUND:
Initiated by: Abraham Chaparro

J & J Rentals is a solid waste collection company that wishes to engage in the business of solid waste collection within the City.

## FINANCIAL CONSIDERATION
In consideration for the City's grant of the Collection Franchise, J & J Rentals shall pay franchise fees, in an amount equaling 7% of its gross receipts for all activities under the Collection Franchise (the "Franchise Fees").

## LEGAL REVIEW:
The Deputy City Attorney drafted the proposed Ordinance.

## BOARD AND COMMITTEE ACTION:
Legal Committee voted 3-0 to refer to City Council at their meeting on September 26, 2024.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

Ordinance 24-15
J&J Rentals, LLC

**ORDINANCE 24-15**

**AN ORDINANCE GRANTING A FRANCHISE TO J & J RENTALS, LLC FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE**

WHEREAS, pursuant to Section 21-11 of the Roswell City Code, the City has the exclusive right to engage in the collection of solid waste within the City; and

WHEREAS, NMSA 1978, § 3-48-3 permits the City to contract with collectors for the collection of solid waste, and thereby prescribe the duties and compensation of such collectors;

WHEREAS, J & J RENTALS, LLC is a solid waste collection company that wishes to engage in the business of solid waste collection within the City; and

WHEREAS, the City Council wishes to grant to J & J RENTALS, LLC a nonexclusive franchise to collect, transport and dispose of solid waste within the City, upon the terms and conditions set forth herein below and in the Solid Waste Collection Franchise Agreement (the "Agreement").

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION 1 The City of Roswell hereby grants to J & J RENTALS, LLC a nonexclusive franchise for the collecting, transporting, disposing and recycling of solid waste kept, accumulated or produced in the City of Roswell and to use the public streets and rights of way for such purpose, as more fully described in the Agreement.

SECTION 2 J & J RENTALS, LLC may exercise the nonexclusive franchise granted above only upon execution of the Agreement and only during its effective term, any extension thereof, or upon execution of a subsequent written contract after expiration or termination of the current Agreement. J & J RENTALS, LLC is prohibited from exercising the franchise in the absence of a written agreement with the City, however, J & J RENTALS, LLC shall owe franchise fees to the City for all exercise of the franchise, regardless of whether a written agreement exists in force.

SECTION 3 The franchise is contingent on J & J RENTALS, LLC 's compliance during the term of the Agreement with all its warranties, covenants and obligations set forth in the Agreement, including without limitation, timely payment of franchise fees, maintenance of insurance, compliance with law and maintenance of any applicable permits.

SECTION 4 All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 5 If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 6 This ordinance shall be effective after thirty (30) days following its adoption, unless

DRAFT

a petition is filed in conformity with NMSA 1978 §3-42-1(C), in which case, this ordinance shall be effective upon a majority vote of the qualified electors of the municipality.

PASSED, ADOPTED, SIGNED and APPROVED ________, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

DRAFT

**SOLID WASTE COLLECTION FRANCHISE AGREEMENT**

This SOLID WASTE COLLECTION FRANCHISE AGREEMENT ("Agreement") is hereby entered into on this Effective Date (the "Effective Date"), by and between the CITY OF ROSWELL, NEW MEXICO ("City"), a political subdivision of the State of New Mexico, located at 425 N. Richardson, Roswell, NM 88201, and J & J RENTALS LLC, a(n) New Mexico Limited Liability, whose principal address is 7807 N. World Dr., Hobbs, NM 88242 ("J & J Rentals"), collectively referred to herein as the Parties.

**RECITALS**

**WHEREAS**, pursuant to Section 21-11 of the Roswell City Code, the City has the exclusive right to engage in the collection of solid waste within the City; and

**WHEREAS**, NMSA 1978, § 3-48-3 permits the City to contract with collectors for the collection of solid waste, and thereby prescribe the duties and compensation of such collectors;

**WHEREAS**, J & J Rentals is a solid waste collection company that wishes to engage in the business of solid waste collection within the City; and

**WHEREAS**, the City has issued a nonexclusive franchise to J & J Rentals in Ordinance No. Ord Num, for the collection, transportation and disposal of solid waste within the City as contemplated under Section 21-11;

**WHEREAS**, the Parties now wish to set forth the terms and conditions upon which J & J Rentals shall operate its nonexclusive franchise granted under and as provided for in Ordinance No. Ord Num, a true and correct copy of which is attached to this Agreement as Exhibit A and incorporated by reference as if set forth fully herein.

**NOW THEREFORE**, in consideration for the mutual covenants contained herein, J & J Rentals and the City agree as follows:

1. **COLLECTION FRANCHISE GRANTED**

a. In consideration for payment of the Franchise Fees, as that term is elsewhere defined herein, and for the other warranties, covenants and obligations of J & J Rentals provided for in this Agreement, the City has granted in Ordinance No. Ord Num a nonexclusive franchise to J & J Rentals for the collection, transportation, recycling and disposal of solid waste, as more fully described in Exhibit B: Collection Franchise, which Exhibit is attached hereto and incorporated by reference as if set forth fully herein (the "Collection Franchise"). The grant of the Collection Franchise is made subject to J & J Rentals's compliance with the provisions of Chapter

21 of the Roswell City Code, and all terms and conditions of Ordinance No. Ord Num and this Agreement.

2. **FRANCHISE TERM**

a. The term of the Collection Franchise shall commence on the Effective Date and shall continue for a period of 3 years (the "Franchise Term"). The Collection Franchise may thereafter be renewed for up to 5 additional periods of 3 years each (the "Renewal Terms"), upon mutual written agreement of the Parties. Each renewal period shall be governed by the same terms and conditions of this Agreement, except as may be agreed to in writing by the Parties, and of Ordinance No. Ord Num.

b. Upon termination of this Agreement or expiration of the Franchise Term, or Renewal Term if any, J & J Rentals shall be prohibited from further exercising the Collection Franchise, except upon written permission of the City. *Ultra vires* exercise of the Collection Franchise by J & J Rentals is prohibited, but shall not relieve J & J Rentals of its obligation to pay Franchise Fees, as that term is defined below, for all gross receipts received in connection with the Collection Franchise, whether exercised in accordance with or derogation of this Agreement.

3. **RATIFICATION OF INTERIM SERVICES**

The Parties hereby ratify all solid waste collection performed by J & J Rentals and fees collected by the City for such collection between expiration of any previous agreements by and between the Parties relating to solid waste collection within the City and the Effective Date hereof.

4. **FRANCHISE FEES**

a. In consideration for the City's grant of the Collection Franchise, J & J Rentals shall pay franchise fees, in an amount equaling 7% of its gross receipts for all activities under the Collection Franchise (the "Franchise Fees"). J & J Rentals shall remit to the City payment of the Franchise Fees on a monthly basis, each payment being due no later than 30 days from the end of the calendar month.

b. J & J Rentals shall further submit on a monthly basis a list of its customers under the Collection Franchise, including itemized rates and fees charged and provide a description of total gross revenues justifying the amount of Franchise Fees paid for the month. This monthly report shall be submitted at the same time as the payment of Franchise Fees.

c. J & J Rentals shall not be permitted carry a past due balance on Franchise Fees. In the event a balance due remains unpaid five (5) days beyond the due date, J & J Rentals's

Collection Franchise may be suspended. If J & J Rentals's account is suspended, it shall not be permitted to exercise the Collection Franchise, nor dispose of any solid waste at City's solid waste facility until all past due amounts are paid in full and the Franchise is reinstated.

d. J & J Rentals agrees and acknowledges that the payment of Franchise Fees does not include tipping fees or any other fees or charges associated with disposal of solid waste at the City's solid waste facility. Such rates are set by Resolution of the City Council. Failure of J & J Rentals to pay any such fees or charges when due may also result in suspension of the Franchise, as described in the paragraph above.

5. **SURETY BOND**

J & J Rentals shall procure and deliver to the City prior to exercise of the Collection Franchise, and maintain during the entire Franchise Term, during any Renewal Term, and for a period of one year after the termination or expiration of this Agreement, at J & J Rentals's own expense without expense to the City, a payment bond in the amount of **$25,000.00,** duly executed by a responsible corporate surety, authorized to issue such bonds in the State of New Mexico and secured through an authorized agent with the an office in New Mexico.

6. **INSURANCE**

a. J & J Rentals agrees to have and maintain the polices of insurance indicated in Exhibit C: Insurance, which Exhibit is attached hereto and incorporated by reference as if set forth fully herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

b. J & J Rentals's insurance obligations under this Agreement shall be:

i. all insurance coverage and/or limits by or available to J & J Rentals; or

ii. the minimum coverage requirements and/or limits demarcated in Exhibit C, whichever is greater.

c. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits set forth in Exhibit C, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements set forth in Exhibit C are sufficient to cover the obligations of J & J Rentals pursuant to this Agreement. 's requirements under this Section shall be referred to herein as the "Insurance."

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d. Maintenance of insurance coverage set forth in this Section during the entire Franchise Term, and any Renewal Term, is a material element on of this Agreement and failure to maintain or renew coverage or to provide evidence of the existence or renewal of required insurance may be treated by the City as a material breach of this Agreement.

7. **INDEMNIFICATION AND HOLD HARMLESS**

a. J & J Rentals agrees to accept responsibility for loss or damage to any person or property, and to release, defend at its own expense, indemnify, and hold harmless the City, its council members, officials, officers, employees, agents, and volunteers, against any and all liability, actions, claims, losses, damages, disabilities, and expenses, including costs of litigation and reasonable attorneys' fees, that are assert by any person or entity, to the extent of any and all acts or omissions of J & J Rentals, or its directors, officers, agents, or employees, in the performance of this Agreement, excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts.

b. J & J Rentals agrees to be responsible for all loss or damage from any cause whatsoever to any of its property or equipment. J & J Rentals is responsible for providing its own liability and loss insurance coverage for any of its property or equipment and J & J Rentals expressly acknowledges that no part of said property or equipment shall be covered under the City's insurance policies.

c. These indemnifications are independent of and shall not in any way be limited by the insurance requirements of this Agreement. Approval by the City of the insurance requirement by this Agreement shall not in any way relieve J & J Rentals from liability under this Section. The City's right to indemnification hereunder shall survive termination, whether for cause or not, or expiration of this Agreement.

8. **INDEPENDENT CONTRACTOR**

a. The relationship of J & J Rentals to the City shall be that of an independent contractor. J & J Rentals is not and shall not be considered an employee of the City. J & J Rentals and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the City. J & J Rentals's employees, servants, agents, or representatives are not and shall not be deemed employees of the City.

b. This Agreement shall further not constitute the formation of a partnership or joint venture. J & J Rentals is without authority to act as the agent or representative of the City and shall

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not purport to agree to or approve on behalf of the City any contract or obligation of the City or obligate or pledge the credit or funds of the City without written approval from the City.

9. **SUSPENSION**

a. The Director of the Sanitation (the "Director") may temporarily suspend the Collection Franchise, whenever he determines that the continued operation by J & J Rentals would constitute a danger to public health, safety, welfare or public morals, including, but not limited to, where there is a failure to maintain the minimum levels and standards of liability insurance or claims reserve or failure to keep in full force and effect any applicable licenses or permits required by federal, state or local law or regulation.

b. Upon suspending the Collection Franchise, the Director shall cause a notice of temporary suspension stating the reason for the suspension to be delivered to J & J Rentals as otherwise provided for herein. Notwithstanding other notice provisions of this Agreement, however, the temporary suspension is effective upon the earlier of either receipt or the expiration of 5 days from the date of mailing. The temporary suspension shall remain in effect until the suspension is lifted by written notice of the Director upon a determination that the cause of suspension has been remedied.

10. **TERMINATION**

Either Party may terminate this Agreement at any time during the Term or any Renewal Term hereof by giving 30 days written notice in advance. Termination under this Section shall not terminate, prejudice or otherwise effect any right or obligation accruing hereunder prior to the termination.

11. **FORCE MAJEURE**

J & J Rentals shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service, nor for any failure or delay caused by the negligence or omission of the City. J & J Rentals must make every reasonable attempt to minimize delay of performance. In the event of a force majeure, J & J Rentals shall notify the City thereof within 10 days of its occurrence. If such force majeure continues longer than 120 days, either Party may terminate the Agreement, as otherwise provided for herein.

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12. **NONDISCRIMINATION**

J & J Rentals shall not discriminate against any otherwise qualified employee, applicant for employment, subcontractor, or other person, in connection with the exercise of the Collection Franchise, unless based on a bona fide occupational qualification or other statutory prohibition, because of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap or serious medical condition, or spousal affiliation. In the event of J & J Rentals's noncompliance with the provisions of this Section, this Agreement may be canceled, terminated or suspended, in whole or in part, and J & J Rentals may be declared ineligible for further contracts with the City.

13. **CHOICE OF LAW AND FORUM SELECTION**

This Agreement shall be governed by the laws of the State of New Mexico, exclusive of choice of law provisions, and venue for any judicial proceeding resulting here from shall lie in the Fifth Judicial District, Chaves County, New Mexico.

14. **NOTICES**

Notices and other communications under this Agreement must be in writing and are effective upon the sooner to occur of (i) the business day actually received (or if such date is not a business day, on the next business day thereafter), (ii) on the next business day after placing such written notice or communication with a reputable overnight delivery service for overnight (next morning) delivery, or (iii) on the third (3rd) business day following the date on which such written notice or communication was deposited with the United States Postal Service with postage prepaid and marked as certified or registered mail, return receipt requested, so long as, in each case, such written notice or communication was addressed to the Party to whom it was intended at such Party's address set forth herein or to such other address as that Party may from time to time provide in a writing pursuant to this Subsection to the other Party:

| | |
|---|---|
| CITY OF ROSWELL | J & J RENTALS LLC |
| Attn: Chad Cole | Attn: Jose Hernandez |
| City Manager | Owner |
| P.O. 1838, Roswell, NM 88202-1838 | 7807 N. World Dr., Hobbs, NM 88242 |

15. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

16. **ENTIRE AGREEMENT, MODIFICATION**

This Agreement constitutes the entire agreement of the Parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may only be modified or amended in writing, signed by the Parties hereto, and any such duly-executed written modification or amendment shall be automatically incorporated into this Agreement as if set forth fully herein.

17. **SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. **NON-WAIVER**.

The Parties agree that no failure to exercise and no delay in exercising any right, power or privilege under this Agreement on the part of either Party shall operate as a waiver of any right, power, or privilege under this Agreement.

19. **RIGHTS CUMULATIVE**

All rights, options, and remedies of the City contained in this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and the City shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Agreement.

20. **BINDING EFFECT**

This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

21. **NO ASSIGNMENT**

J & J Rentals shall not assign, sublet or subcontract any obligation, duty, right or covenant hereunder without the express written consent of the City, which the City may withhold in its total discretion.

22. **AUTHORITY**

The individual signing below warrants and represents that he or she is duly authorized to execute this Agreement on behalf of J & J Rentals.

23. **HEADINGS**.

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The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Agreement.

24. **NO ADDITIONAL REPRESENTATIONS**

a. J & J Rentals expressly acknowledges that in entering into this Agreement, it does not rely on any statement, representation, or warranty other than those expressly set out in this Agreement.

b. J & J Rentals expressly acknowledges that it has been advised to seek its own separate legal counsel for advice with respect to this Agreement, and has had sufficient opportunity to do so. The Parties further agree that interpretation of this Agreement shall be made without regard to authorship or negotiation.

[SIGNATURES FOLLOW ON NEXT PAGE]

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**IN WITNESS WHEREOF**, J & J Rentals and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on this Effective Date, the Effective Date hereof.

| "City" | "J & J Rentals" |
|---|---|
| CITY OF ROSWELL | J & J RENTALS LLC |
| _____ | _____ |
| By: Chad Cole<br>City Manager<br>Owner | By: Jose Hernandez<br>Owner |

CITY SEAL

ATTEST:

_____
Amalia Martinez, City Clerk

Approved as to form:

_____
City Attorney

**EXHIBIT A: ORDINANCE NO. Ord Num**

## EXHIBIT B: COLLECTION FRANCHISE

### 1. FRANCHISE DESCRIBED

a. The Collection Franchise authorizes J & J Rentals to engage in the business of collecting, transporting and disposing of solid waste kept, accumulated or produced in the City of Roswell and to use the public streets and rights of way for such purpose. The Collection Franchise is limited solely to residential and commercial customers with roll-off containers measuring over 20 yards. J & J Rentals shall contract directly with its customers seeking solid waste collection and shall be solely responsible for providing such services for, roll-off systems, compactors, roll off vehicles, and qualified personnel, and for charging and collecting all fees from its customers associated with such service.

b. J & J Rentals may determine the location of collection equipment such as receptacles and compactors, subject to approval by the City. Equipment may be placed in such areas that will be convenient to the customers being served, including equipment situated at such places as construction sites, shopping malls, grocery stores and business of that nature

c. J & J Rentals shall only dispose of solid waste in an appropriate facility, whether located in the City or elsewhere, and may dispose of solid waste at the City's Municipal Landfill, subject to the same terms and conditions, including tipping fees and any other applicable charges, as any other commercial landfill customer, without right of offset against the Franchise Fees.

### 2. VEHICLE AND EQUIPMENT MAINTENANCE AND INSPECTION

a. J & J Rentals hereby warrants that all of its vehicles and equipment utilized in the exercise of the Collection Franchise are fit and appropriate for the that purpose and maintained in accordance with industry standards and practices, and according to the requirements of law, and further covenants that it shall maintain all equipment and vehicles in such condition for the duration of this Agreement.

b. J & J Rentals shall maintain on file with the City a complete and accurate listing of every vehicle operated for collecting, transporting, and disposing solid waste in the City. Each and every vehicle utilized in the exercise of the Collection Franchise shall prominently display J & J Rentals's trade name, monogram or insignia, unique vehicle identification number, together with J&J Rental 's telephone number on both sides of the vehicle.

c. J & J Rentals shall certify, in a form acceptable to the City, that every such vehicle conforms with local, state and federal law, including vehicle emission standards, and is regularly serviced and maintained in a roadworthy condition fit for the function contemplated in this Agreement. J & J Rentals shall provide documentation of compliance on written request of the City.

d. The City shall have the right, but not the duty, to inspect any of J & J Rentals's vehicles utilized in the exercise of the Collection Franchise upon reasonable request, in order to verify compliance with the requirements of this Section. Inspection by the City shall not, however, relieve, waive, transfer, excuse, diminish or abrogate J & J Rentals's obligations under this Section, nor its sole duty to ensure safety, as provided for below.

3. **STAFFING**

J & J Rentals shall remain sufficiently staffed to safely and competently undertake the activities contemplated in this Agreement, and shall ensure that each and every of its employees involved in the Collection Franchise is adequately trained for his or her particular job functions and is appropriately licensed as required by law. J & J Rentals shall further implement an appropriate drug and alcohol testing program for any employees in safety sensitive positions or as otherwise mandated by Federal or State law.

4. **SAFETY**

a. J & J Rentals shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with exercise of the Collection Franchise. It shall undertake all reasonable safety precautions and shall provide all reasonable protection to prevent property damage, personal injury or other loss to all employees and other persons who may be affected by the activities contemplated in this Agreement.

b. J & J Rentals shall be responsible for sorting all loads by material type; clean fill, metal, construction debris, etc. In the event J & J Rentals fails to comply with requirements of this subsection, the City preserves the right to reject the load.

c. In the event of that asbestos, or biohazard containing materials are discovered, J & J Rentals shall be solely responsible for all clean up and environmental remediation, including but not limited to, any actual damages incurred to the City. Nothing in the preceding shall be deemed

to or limit or supersede the meaning and effect of the Indemnification and Hold Harmless clause as found in paragraph 7 of this Franchise Agreement.

d. The City shall preserve the right to reject any load deemed contaminated or hazardous.

5. **COMPLIANCE WITH LAW**

a. J & J Rentals shall keep fully informed of all state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in connection with the Collection Franchise, or the vehicles, materials or equipment used in the Collection Franchise, or in any way affecting the conduct of the Collection Franchise, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the Collection Franchise, including, without limitation, all such applicable laws, ordinances, regulations, orders and decrees touching upon worker health and safety, environmental compliance and transportation of hazardous wastes.

b. J & J Rentals hereby warrants that it will comply with NMDOT regulations while transporting solid waste, including but not limited to, securing and covering all loads. Any violations of such shall be grounds to disallow access to City's solid waste disposal facilities. The City reserves the right to bar access to any driver of J & J Rentals for any unruly conduct or inappropriate behavior. The City will issue J & J Rentals a first warning written notice. In the event of a second violation the City may then issue a notice of trespass to J & J Rentals's driver.

c. J & J Rentals hereby warrants that it currently observes and complies with all such applicable laws, ordinances, regulations, orders and decrees, and that it shall remain in full such compliance, and shall cause all of its employees, agents, and subcontractors to so remain, throughout the Franchise Term, and all Renewal Terms.

d. J & J Rentals shall further protect, defend and indemnify the City and it council members, officials, officers, agents and employees against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order, or decree, whether by J & J Rentals or its directors, officers or employees.

6. **LICENSES AND PERMITS**

J & J Rentals shall pay for at its own expense and obtain, and maintain in full force during the Franchise Term, and any Renewal Term, any and every permit or license necessary and

appropriate for exercise of the Collection Franchise. J & J Rentals shall provide copies of any permit or license required under this Section upon demand of the City. The Prior to being granted access to City solid waste disposal facilities, all commercial drivers must provide evidence of NMDOT required permits such as, but not limited to a Solid Waste Haulers Permit, a copy of which will kept for City records. Solid Waste haulers permit must be renewed annually.

7. **RECORD KEEPING AND INSPECTION**

a. J & J Rentals shall keep and maintain its books, records, documents and other evidence in connection with the Collection Franchise (and require its subcontractors to keep the same) and adopt accounting procedures and practices sufficient to reflect properly all charges and payments of whatever nature relating to the Collection Franchise, including any amounts chargeable or owing to the City. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout. J & J Rentals's recordkeeping and accounting system must properly reflect all such fees, charges and payments as they are incurred or made, and must demonstrate support that all amounts charged or payed to the City are properly chargeable or paid in full in accordance with the terms of this Agreement.

b. J & J Rentals shall maintain all records required by this Section for a period that is no shorter than 3 years from the termination or expiration of this Agreement, or the period required by law, whichever is longer. J & J Rentals must not dispose of such documents prior to the expiration of this period without prior written approval from the City. The books and records of J & J Rentals described in this Section shall be available to the City for inspection during regular business hours and such records shall be maintained in Roswell, New Mexico.

## EXHIBIT C: INSURANCE

1. **MINIMUM SCOPE OF INSURANCE**

a. J & J Rentals shall procure and maintain for the duration of this Agreement the following minimum insurance against claims for injuries to persons or damages to property which may arise from or in connection with the activities of J & J Rentals, its agents, representatives, employees or subcontractors, pursuant to this Agreement (check only those apply):

☒ I. **Commercial General Liability** ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

☒ II. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if J & J Rentals has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **$1,000,000.00** per accident for bodily injury and property damage.

☒ III. **Worker's Compensation** insurance as required by the State of New Mexico, with Statutory Limits and Employer's Liability Insurance with limit of no less than **$1,000,000.00** per accident for bodily injury or disease.

☐ IV. **Professional Liability** (Errors and Omissions) insurance appropriate to the profession, with limits no less than **$1,000,000.00** per occurrence or claim, **$2,000,000.00** aggregate.

☐ V. **Property Insurance** against all risks of loss to any structures, buildings, improvements, betterments or fixtures to real property made the subject of this Agreement, at full replacement cost with no coinsurance penalty provision.

☐ VI. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project made the subject of this Agreement and no coinsurance penalty provisions.

☐ VII. **Pollution Legal Liability** insurance applicable to J & J Rentals's activities under this Agreement, with limit no less than **$1,000,000.00** per occurrence or claim, **$2,000,000.00** aggregate.

☐ VIII. **Asbestos Pollution Liability** insurance applicable to J & J Rentals's activities under this Agreement, with limit no less than **$1,000,000.00** per occurrence or claim, **$2,000,000.00** aggregate.

☐ IX. **Liquor Liability** insurance in an amount not less than **$1,000,000.00** combined single limit bodily injury and property damage per occurrence and **$2,000,000.00** annual aggregate limit per location.

b. If J & J Rentals maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by J & J Rentals.

2. **ADDITIONAL INSURED/LOSS PAYEE STATUS**

a. The City, its council members, officials, officers, employees, agents, and volunteers are to be covered as additional insured on any CGL, automobile, pollution, asbestos, and/or liquor liability policy required under this Exhibit, with respect to liability arising out of the activities performed by or on behalf of J & J Rentals, including materials, parts or equipment furnished in connection with such activities. General Liability coverage can be provided in the form of an endorsement to J & J Rentals's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, or CG 20 38; and CG 20 37 form is later revisions used).

b. The City shall further be named as a loss payee in regard to its property made the subject of this Agreement on any property and builder's risk insurance.

3. **PRIMARY COVERAGE**

For any claims related to this Agreement, J & J Rentals's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its council members, officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its council members, officials, officers, employees, agents, and volunteers shall be excess of J & J Rentals insurance and shall not contribute to it.

4. **NOTICE OF CANCELLATION**

Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City.

5. **INSTALLATION FLOATER**

If this Agreement requires Builder's Risk insurance, the City may permit an Installation Floater in lieu of such insurance for construction projects not involving new or major reconstruction. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion, or adjustment of existing buildings, structures, process, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during performance of work under this Agreement, including during transit, installation, and testing at the City's site.

6. **TRANSPORTATION POLLUTION LIABILITY**

If this Agreement involves the transportation of any hazardous waste, the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by J & J Rentals pursuant to this Agreement. This coverage may also be provided on J & J Rentals's Pollution Liability policy.

7. **WAIVER OF SUBROGATION**

J & J Rentals hereby grants to the City a waiver of any right to subrogation which any of J & J Rentals's insurers may acquire against the City by virtue of the payment of any loss under such insurance. J & J Rentals agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

8. **SELF INSURED RETENTIONS**

Self-insured retentions must be declared to and approved by the City. The City may require J & J Rentals to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administrations, and defense expenses within the retention.

9. **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers authorized to conduct business in the State of New Mexico with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

10. **CLAIMS MADE POLICIES**

a. If any of the required policies provide claims-made coverage:

i. The Retroactive Date must be shown, and must be before the Effective Date of this Agreement or the beginning of Work hereunder.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Work.

iii. If coverage is canceled or not renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, J & J Rentals must purchase "extended reporting" coverage for a minimum of five years after completion of the Work.

b. The City will not accept claims-made coverage for the GCL policy.

11. **VERIFICATION OF COVERAGE**

a. J & J Rentals shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Exhibit, including additional insured and/or loss payee status. J & J Rentals shall demonstrate additional insured and loss payee status, notice of cancellation and waiver of subrogation as required in this Exhibit by amendatory endorsement and the City will not accept certificates of insurance in lieu of endorsements to show compliance with such requirements.

b. All certificates and endorsements are to be received and approved by the City before J & J Rentals may exercise the Collection Franchise. Failure to obtain the required documents prior to exercise of the Collection Franchise, however, shall not waive J & J Rentals's obligations to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications at any time.

12. **SPECIAL RISKS OR CIRCUMSTANCES**

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 32.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Legal
**CONTACT:** Hessel Yntema **CHAIR:** Ed Heldenbrand

## ACTION REQUESTED:
Ordinance 24-16: Hold a public hearing to consider adopting proposed Ordinance 24-16 Granting Franchise to Alien Trash. (Heldenbrand/Chaparro)

## BACKGROUND:
Initiated by: Josh Nairn-Mahan/Abraham Chaparro

Alien Trash is a solid waste collection company that wishes to engage in the business of solid waste collection within the City.

## FINANCIAL CONSIDERATION
In consideration for the City's grant of the Collection Franchise, Alien Trash shall pay franchise fees, in an amount equaling 7% of its gross receipts for all activities under the Collection Franchise (the "Franchise Fees").

## LEGAL REVIEW:
The Deputy City Attorney drafted the proposed Ordinance.

## BOARD AND COMMITTEE ACTION:
Legal Committee voted (3-0) to refer to City Council at their meeting on September 26, 2024.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

Ordinance 24-16
Alien Trash

**ORDINANCE 24-16**

**AN ORDINANCE GRANTING A FRANCHISE TO ALIEN TRASH FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE**

WHEREAS, pursuant to Section 21-11 of the Roswell City Code, the City has the exclusive right to engage in the collection of solid waste within the City; and

WHEREAS, NMSA 1978, § 3-48-3 permits the City to contract with collectors for the collection of solid waste, and thereby prescribe the duties and compensation of such collectors;

WHEREAS, ALIEN TRASH is a solid waste collection company that wishes to engage in the business of solid waste collection within the City; and

WHEREAS, the City Council wishes to grant to ALIEN TRASH a nonexclusive franchise to collect, transport and dispose of solid waste within the City, upon the terms and conditions set forth herein below and in the Solid Waste Collection Franchise Agreement (the "Agreement").

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION 1 The City of Roswell hereby grants to ALIEN TRASH a nonexclusive franchise for the collecting, transporting, disposing and recycling of solid waste kept, accumulated or produced in the City of Roswell and to use the public streets and rights of way for such purpose, as more fully described in the Agreement.

SECTION 2 ALIEN TRASH may exercise the nonexclusive franchise granted above only upon execution of the Agreement and only during its effective term, any extension thereof, or upon execution of a subsequent written contract after expiration or termination of the current Agreement. ALIEN TRASH is prohibited from exercising the franchise in the absence of a written agreement with the City, however, ALIEN TRASH shall owe franchise fees to the City for all exercise of the franchise, regardless of whether a written agreement exists in force.

SECTION 3 The franchise is contingent on ALIEN TRASH 's compliance during the term of the Agreement with all its warranties, covenants and obligations set forth in the Agreement, including without limitation, timely payment of franchise fees, maintenance of insurance, compliance with law and maintenance of any applicable permits.

SECTION 4 All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 5 If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 6 This ordinance shall be effective after thirty (30) days following its adoption, unless a petition is filed in conformity with NMSA 1978 §3-42-1(C), in which case, this ordinance shall be

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effective upon a majority vote of the qualified electors of the municipality.

PASSED, ADOPTED, SIGNED and APPROVED ________, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

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**SOLID WASTE COLLECTION FRANCHISE AGREEMENT**

This SOLID WASTE COLLECTION FRANCHISE AGREEMENT ("Agreement") is hereby entered into on this Effective Date (the "Effective Date"), by and between the CITY OF ROSWELL, NEW MEXICO ("City"), a political subdivision of the State of New Mexico, located at 425 N. Richardson, Roswell, NM 88201, and ALIEN TRASH, a(n) New Mexico Limited Liability, whose principal address is 6751 SE Main Street, Dexter, NM 88230 ("Alien Trash"), collectively referred to herein as the Parties.

**RECITALS**

**WHEREAS**, pursuant to Section 21-11 of the Roswell City Code, the City has the exclusive right to engage in the collection of solid waste within the City; and

**WHEREAS**, NMSA 1978, § 3-48-3 permits the City to contract with collectors for the collection of solid waste, and thereby prescribe the duties and compensation of such collectors;

**WHEREAS**, Alien Trash is a solid waste collection company that wishes to engage in the business of solid waste collection within the City; and

**WHEREAS**, the City has issued a nonexclusive franchise to Alien Trash in Ordinance No. Ord Num, for the collection, transportation and disposal of solid waste within the City as contemplated under Section 21-11;

**WHEREAS**, the Parties now wish to set forth the terms and conditions upon which Alien Trash shall operate its nonexclusive franchise granted under and as provided for in Ordinance No. Ord Num, a true and correct copy of which is attached to this Agreement as Exhibit A and incorporated by reference as if set forth fully herein.

**NOW THEREFORE**, in consideration for the mutual covenants contained herein, Alien Trash and the City agree as follows:

1. **COLLECTION FRANCHISE GRANTED**

a. In consideration for payment of the Franchise Fees, as that term is elsewhere defined herein, and for the other warranties, covenants and obligations of Alien Trash provided for in this Agreement, the City has granted in Ordinance No. Ord Num a nonexclusive franchise to Alien Trash for the collection, transportation, recycling and disposal of solid waste, as more fully described in Exhibit B: Collection Franchise, which Exhibit is attached hereto and incorporated by reference as if set forth fully herein (the "Collection Franchise"). The grant of the Collection

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Franchise is made subject to Alien Trash's compliance with the provisions of Chapter 21 of the Roswell City Code, and all terms and conditions of Ordinance No. Ord Num and this Agreement.

2. **FRANCHISE TERM**

a. The term of the Collection Franchise shall commence on the Effective Date and shall continue for a period of 3 years (the "Franchise Term"). The Collection Franchise may thereafter be renewed for up to 5 additional periods of each (the "Renewal Terms"), upon mutual written agreement of the Parties. Each renewal period shall be governed by the same terms and conditions of this Agreement, except as may be agreed to in writing by the Parties, and of Ordinance No. Ord Num.

b. Upon termination of this Agreement or expiration of the Franchise Term, or Renewal Term if any, Alien Trash shall be prohibited from further exercising the Collection Franchise, except upon written permission of the City. *Ultra vires* exercise of the Collection Franchise by Alien Trash is prohibited, but shall not relieve Alien Trash of its obligation to pay Franchise Fees, as that term is defined below, for all gross receipts received in connection with the Collection Franchise, whether exercised in accordance with or derogation of this Agreement.

3. **RATIFICATION OF INTERIM SERVICES**

The Parties hereby ratify all solid waste collection performed by Alien Trash and fees collected by the City for such collection between expiration of any previous agreements by and between the Parties relating to solid waste collection within the City and the Effective Date hereof.

4. **FRANCHISE FEES**

a. In consideration for the City's grant of the Collection Franchise, shall pay franchise fees, in an amount equaling 7% of its gross receipts for all activities under the Collection Franchise (the "Franchise Fees"). Alien Trash shall remit to the City payment of the Franchise Fees on a monthly basis, each payment being due no later than 30 days from the end of the calendar month.

b. Alien Trash shall further submit on a monthly basis a list of its customers under the Collection Franchise, including itemized rates and fees charged and provide a description of total gross revenues justifying the amount of Franchise Fees paid for the month. This monthly report shall be submitted at the same time as the payment of Franchise Fees.

c. Alien Trash shall not be permitted carry a past due balance on Franchise Fees. In the event a balance due remains unpaid five (5) days beyond the due date, Alien Trash's Collection Franchise may be suspended. If Alien Trash's account is suspended, it shall not be permitted to

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exercise the Collection Franchise, nor dispose of any solid waste at City's solid waste facility until all past due amounts are paid in full and the Franchise is reinstated.

d. Alien Trash agrees and acknowledges that the payment of Franchise Fees does not include tipping fees or any other fees or charges associated with disposal of solid waste at the City's solid waste facility. Such rates are set by Resolution of the City Council. Failure of Alien Trash to pay any such fees or charges when due may also result in suspension of the Franchise, as described in the paragraph above.

5. **SURETY BOND**

Alien Trash shall procure and deliver to the City prior to exercise of the Collection Franchise, and maintain during the entire Franchise Term, during any Renewal Term, and for a period of one year after the termination or expiration of this Agreement, at Alien Trash's own expense without expense to the City, a payment bond in the amount of **$25,000.00,** duly executed by a responsible corporate surety, authorized to issue such bonds in the State of New Mexico and secured through an authorized agent with the an office in New Mexico.

6. **INSURANCE**

a. agrees to have and maintain the polices of insurance indicated in Exhibit C: Insurance, which Exhibit is attached hereto and incorporated by reference as if set forth fully herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

b. 's insurance obligations under this Agreement shall be:

i. all insurance coverage and/or limits by or available to ; or

ii. the minimum coverage requirements and/or limits demarcated in Exhibit C, whichever is greater.

c. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits set forth in Exhibit C, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements set forth in Exhibit C are sufficient to cover the obligations of pursuant to this Agreement. 's requirements under this Section shall be referred to herein as the "Insurance."

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d. Maintenance of insurance coverage set forth in this Section during the entire Franchise Term, and any Renewal Term, is a material element on of this Agreement and failure to maintain or renew coverage or to provide evidence of the existence or renewal of required insurance may be treated by the City as a material breach of this Agreement.

7. **INDEMNIFICATION AND HOLD HARMLESS**

a. Alien Trash agrees to accept responsibility for loss or damage to any person or property, and to release, defend at its own expense, indemnify, and hold harmless the City, its council members, officials, officers, employees, agents, and volunteers, against any and all liability, actions, claims, losses, damages, disabilities, and expenses, including costs of litigation and reasonable attorneys' fees, that are assert by any person or entity, to the extent of any and all acts or omissions of Alien Trash, or its directors, officers, agents, or employees, in the performance of this Agreement, excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts.

b. Alien Trash agrees to be responsible for all loss or damage from any cause whatsoever to any of its property or equipment. Alien Trash is responsible for providing its own liability and loss insurance coverage for any of its property or equipment and Alien Trash expressly acknowledges that no part of said property or equipment shall be covered under the City's insurance policies.

c. These indemnifications are independent of and shall not in any way be limited by the insurance requirements of this Agreement. Approval by the City of the insurance requirement by this Agreement shall not in any way relieve from liability under this Section. The City's right to indemnification hereunder shall survive termination, whether for cause or not, or expiration of this Agreement.

8. **INDEPENDENT CONTRACTOR**

a. The relationship of Alien Trash to the City shall be that of an independent contractor. Alien Trash is not and shall not be considered an employee of the City. Alien Trash and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the City. Alien Trash's employees, servants, agents, or representatives are not and shall not be deemed employees of the City.

b. This Agreement shall further not constitute the formation of a partnership or joint venture. Alien Trash is without authority to act as the agent or representative of the City and shall

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not purport to agree to or approve on behalf of the City any contract or obligation of the City or obligate or pledge the credit or funds of the City without written approval from the City.

9. **SUSPENSION**

a. The Director of the Sanitation (the "Director") may temporarily suspend the Collection Franchise, whenever he determines that the continued operation by Alien Trash would constitute a danger to public health, safety, welfare or public morals, including, but not limited to, where there is a failure to maintain the minimum levels and standards of liability insurance or claims reserve or failure to keep in full force and effect any applicable licenses or permits required by federal, state or local law or regulation.

b. Upon suspending the Collection Franchise, the Director shall cause a notice of temporary suspension stating the reason for the suspension to be delivered to Alien Trash as otherwise provided for herein. Notwithstanding other notice provisions of this Agreement, however, the temporary suspension is effective upon the earlier of either receipt or the expiration of 5 days from the date of mailing. The temporary suspension shall remain in effect until the suspension is lifted by written notice of the Director upon a determination that the cause of suspension has been remedied.

10. **TERMINATION**

Either Party may terminate this Agreement at any time during the Term or any Renewal Term hereof by giving 30 days written notice in advance. Termination under this Section shall not terminate, prejudice or otherwise effect any right or obligation accruing hereunder prior to the termination.

11. **FORCE MAJEURE**

Alien Trash shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service, nor for any failure or delay caused by the negligence or omission of the City. Alien Trash must make every reasonable attempt to minimize delay of performance. In the event of a force majeure, Alien Trash shall notify the City thereof within 10 days of its occurrence. If such force majeure continues longer than 120 days, either Party may terminate the Agreement, as otherwise provided for herein.

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12. **NONDISCRIMINATION**

Alien Trash shall not discriminate against any otherwise qualified employee, applicant for employment, subcontractor, or other person, in connection with the exercise of the Collection Franchise, unless based on a bona fide occupational qualification or other statutory prohibition, because of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap or serious medical condition, or spousal affiliation. In the event of Alien Trash's noncompliance with the provisions of this Section, this Agreement may be canceled, terminated or suspended, in whole or in part, and Alien Trash may be declared ineligible for further contracts with the City.

13. **CHOICE OF LAW AND FORUM SELECTION**

This Agreement shall be governed by the laws of the State of New Mexico, exclusive of choice of law provisions, and venue for any judicial proceeding resulting here from shall lie in the Fifth Judicial District, Chaves County, New Mexico.

14. **NOTICES**

Notices and other communications under this Agreement must be in writing and are effective upon the sooner to occur of (i) the business day actually received (or if such date is not a business day, on the next business day thereafter), (ii) on the next business day after placing such written notice or communication with a reputable overnight delivery service for overnight (next morning) delivery, or (iii) on the third (3rd) business day following the date on which such written notice or communication was deposited with the United States Postal Service with postage prepaid and marked as certified or registered mail, return receipt requested, so long as, in each case, such written notice or communication was addressed to the Party to whom it was intended at such Party's address set forth herein or to such other address as that Party may from time to time provide in a writing pursuant to this Subsection to the other Party:

CITY OF ROSWELL
Attn: Chad Cole
City Manager
P.O. 1838, Roswell, NM 88202-1838

ALIEN TRASH
Attn: Ronaldo Chavira
Owner
6751 SE Main Street, Dexter, NM 88230

15. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

16. **ENTIRE AGREEMENT, MODIFICATION**

This Agreement constitutes the entire agreement of the Parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may only be modified or amended in writing, signed by the Parties hereto, and any such duly-executed written modification or amendment shall be automatically incorporated into this Agreement as if set forth fully herein.

17. **SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. **NON-WAIVER**.

The Parties agree that no failure to exercise and no delay in exercising any right, power or privilege under this Agreement on the part of either Party shall operate as a waiver of any right, power, or privilege under this Agreement.

19. **RIGHTS CUMULATIVE**

All rights, options, and remedies of the City contained in this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and the City shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Agreement.

20. **BINDING EFFECT**

This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

21. **NO ASSIGNMENT**

Alien Trash shall not assign, sublet or subcontract any obligation, duty, right or covenant hereunder without the express written consent of the City, which the City may withhold in its total discretion.

22. **AUTHORITY**

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The individual signing below warrants and represents that he or she is duly authorized to execute this Agreement on behalf of Alien Trash.

23. **HEADINGS**.

The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Agreement.

24. **NO ADDITIONAL REPRESENTATIONS**

a. Alien Trash expressly acknowledges that in entering into this Agreement, it does not rely on any statement, representation, or warranty other than those expressly set out in this Agreement.

b. Alien Trash expressly acknowledges that it has been advised to seek its own separate legal counsel for advice with respect to this Agreement, and has had sufficient opportunity to do so. The Parties further agree that interpretation of this Agreement shall be made without regard to authorship or negotiation.

[SIGNATURES FOLLOW ON NEXT PAGE]

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**IN WITNESS WHEREOF**, Alien Trash and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on this , the Effective Date hereof.

| "City" | "Alien Trash" |
|---|---|
| CITY OF ROSWELL | ALIEN TRASH |
| _____ | _____ |
| By: Chad Cole<br>City Manager | By: |

CITY SEAL

ATTEST:

_____
Amalia Martinez, City Clerk

Approved as to form:

_____
City Attorney

**EXHIBIT A: ORDINANCE NO. Ord Num**

## EXHIBIT B: COLLECTION FRANCHISE

### 1. FRANCHISE DESCRIBED

a. The Collection Franchise authorizes Alien Trash to engage in the business of collecting, transporting and disposing of solid waste kept, accumulated or produced in the City of Roswell and to use the public streets and rights of way for such purpose. The Collection Franchise is limited solely to residential and commercial customers with roll-off containers measuring over 10 yards. Alien Trash shall contract directly with its customers seeking solid waste collection and shall be solely responsible for providing such services for, including providing all receptacles, roll-off systems, compactors, roll off vehicles, and qualified personnel, and for charging and collecting all fees from its customers associated with such service.

b. Alien Trash may determine the location of collection equipment such as receptacles and compactors, subject to approval by the City. Equipment may be placed in such areas that will be convenient to the customers being served, including equipment situated at such places as construction sites, shopping malls, grocery stores and business of that nature

c. Alien Trash shall only dispose of solid waste in an appropriate facility, whether located in the City or elsewhere, and may dispose of solid waste at the City's Municipal Landfill, subject to the same terms and conditions, including tipping fees and any other applicable charges, as any other commercial landfill customer, without right of offset against the Franchise Fees.

### 2. VEHICLE AND EQUIPMENT MAINTENANCE AND INSPECTION

a. Alien Trash hereby warrants that all of its vehicles and equipment utilized in the exercise of the Collection Franchise are fit and appropriate for the that purpose and maintained in accordance with industry standards and practices, and according to the requirements of law, and further covenants that it shall maintain all equipment and vehicles in such condition for the duration of this Agreement.

b. Alien Trash shall maintain on file with the City a complete and accurate listing of every vehicle operated for collecting, transporting, and disposing solid waste in the City. Each and every vehicle utilized in the exercise of the Collection Franchise shall prominently display Alien Trash's trade name, monogram or insignia, unique vehicle identification number, together with Alien Trash 's telephone number on both sides of the vehicle.

c. Alien Trash shall certify, in a form acceptable to the City, that every such vehicle conforms with local, state and federal law, including vehicle emission standards, and is regularly serviced and maintained in a roadworthy condition fit for the function contemplated in this Agreement. Alien Trash shall provide documentation of compliance on written request of the City.

d. The City shall have the right, but not the duty, to inspect any of Alien Trash's vehicles utilized in the exercise of the Collection Franchise upon reasonable request, in order to verify compliance with the requirements of this Section. Inspection by the City shall not, however, relieve, waive, transfer, excuse, diminish or abrogate Alien Trash's obligations under this Section, nor its sole duty to ensure safety, as provided for below.

3. **STAFFING**

Alien Trash shall remain sufficiently staffed to safely and competently undertake the activities contemplated in this Agreement, and shall ensure that each and every of its employees involved in the Collection Franchise is adequately trained for his or her particular job functions and is appropriately licensed as required by law. Alien Trash shall further implement an appropriate drug and alcohol testing program for any employees in safety sensitive positions or as otherwise mandated by Federal or State law.

4. **SAFETY**

a. Alien Trash shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with exercise of the Collection Franchise. It shall undertake all reasonable safety precautions and shall provide all reasonable protection to prevent property damage, personal injury or other loss to all employees and other persons who may be affected by the activities contemplated in this Agreement.

b. Alien Trash shall be responsible for sorting all loads by material type; clean fill, metal, construction debris, etc. In the event Alien Trash fails to comply with requirements of this subsection, the City preserves the right to reject the load.

c. In the event of that asbestos, or biohazard containing materials are discovered, Alien Trash shall be solely responsible for all clean up and environmental remediation, including but not limited to, any actual damages incurred to the City. Nothing in the preceding shall be deemed to or limit or supersede the meaning and effect of the Indemnification and Hold Harmless clause as found in paragraph 7 of this Franchise Agreement.

d. The City shall preserve the right to reject any load deemed contaminated or hazardous.

## 5. COMPLIANCE WITH LAW

a. Alien Trash shall keep fully informed of all state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in connection with the Collection Franchise, or the vehicles, materials or equipment used in the Collection Franchise, or in any way affecting the conduct of the Collection Franchise, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the Collection Franchise, including, without limitation, all such applicable laws, ordinances, regulations, orders and decrees touching upon worker health and safety, environmental compliance and transportation of hazardous wastes.

b. Alien Trash hereby warrants that it will comply with NMDOT regulations while transporting solid waste, including but not limited to, securing and covering all loads. Any violations of such shall be grounds to disallow access to City's solid waste disposal facilities. The City reserves the right to bar access to any driver of Alien Trash for any unruly conduct or inappropriate behavior. The City will issue Alien Trash a first warning written notice. In the event of a second violation the City may then issue a notice of trespass to Alien Trash's driver.

c. Alien Trash hereby warrants that it currently observes and complies with all such applicable laws, ordinances, regulations, orders and decrees, and that it shall remain in full such compliance, and shall cause all of its employees, agents, and subcontractors to so remain, throughout the Franchise Term, and all Renewal Terms.

d. Alien Trash shall further protect, defend and indemnify the City and it council members, officials, officers, agents and employees against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order, or decree, whether by Alien Trash or its directors, officers or employees.

## 6. LICENSES AND PERMITS

Alien Trash shall pay for at its own expense and obtain, and maintain in full force during the Franchise Term, and any Renewal Term, any and every permit or license necessary and appropriate for exercise of the Collection Franchise. Alien Trash shall provide copies of any permit or license required under this Section upon demand of the City. The Prior to being granted access

to City solid waste disposal facilities, all commercial drivers must provide evidence of NMDOT required permits such as, but not limited to a New Mexico Solid Waste Haulers Permit, a copy of which will kept for City records. New Mexico Solid Waste haulers permit must be renewed annually.

7. **RECORD KEEPING AND INSPECTION**

a. Alien Trash shall keep and maintain its books, records, documents and other evidence in connection with the Collection Franchise (and require its subcontractors to keep the same) and adopt accounting procedures and practices sufficient to reflect properly all charges and payments of whatever nature relating to the Collection Franchise, including any amounts chargeable or owing to the City. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout. Alien Trash's recordkeeping and accounting system must properly reflect all such fees, charges and payments as they are incurred or made, and must demonstrate support that all amounts charged or payed to the City are properly chargeable or paid in full in accordance with the terms of this Agreement.

b. Alien Trash shall maintain all records required by this Section for a period that is no shorter than 3 years from the termination or expiration of this Agreement, or the period required by law, whichever is longer. Alien Trash must not dispose of such documents prior to the expiration of this period without prior written approval from the City. The books and records of Alien Trash described in this Section shall be available to the City for inspection during regular business hours and such records shall be maintained in Roswell, New Mexico.

## EXHIBIT C: INSURANCE

1. **MINIMUM SCOPE OF INSURANCE**

a. Alien Trash shall procure and maintain for the duration of this Agreement the following minimum insurance against claims for injuries to persons or damages to property which may arise from or in connection with the activities of Alien Trash, its agents, representatives, employees or subcontractors, pursuant to this Agreement (check only those apply):

☒ I. **Commercial General Liability** ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

☒ II. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Alien Trash has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **$1,000,000.00** per accident for bodily injury and property damage.

☒ III. **Worker's Compensation** insurance as required by the State of New Mexico, with Statutory Limits and Employer's Liability Insurance with limit of no less than **$1,000,000.00** per accident for bodily injury or disease.

☐ IV. **Professional Liability** (Errors and Omissions) insurance appropriate to the profession, with limits no less than **$1,000,000.00** per occurrence or claim, **$2,000,000.00** aggregate.

☐ V. **Property Insurance** against all risks of loss to any structures, buildings, improvements, betterments or fixtures to real property made the subject of this Agreement, at full replacement cost with no coinsurance penalty provision.

☐ VI. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project made the subject of this Agreement and no coinsurance penalty provisions.

☐ VII. **Pollution Legal Liability** insurance applicable to Alien Trash's activities under this Agreement, with limit no less than **$1,000,000.00** per occurrence or claim, **$2,000,000.00** aggregate.

☐ VIII. **Asbestos Pollution Liability** insurance applicable to Alien Trash's activities under this Agreement, with limit no less than **$1,000,000.00** per occurrence or claim, **$2,000,000.00** aggregate.

☐ IX. **Liquor Liability** insurance in an amount not less than **$1,000,000.00** combined single limit bodily injury and property damage per occurrence and **$2,000,000.00** annual aggregate limit per location.

b. If Alien Trash maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by Alien Trash.

2. **ADDITIONAL INSURED/LOSS PAYEE STATUS**

a. The City, its council members, officials, officers, employees, agents, and volunteers are to be covered as additional insured on any CGL, automobile, pollution, asbestos, and/or liquor liability policy required under this Exhibit, with respect to liability arising out of the activities performed by or on behalf of Alien Trash, including materials, parts or equipment furnished in connection with such activities. General Liability coverage can be provided in the form of an endorsement to Alien Trash's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, or CG 20 38; and CG 20 37 form is later revisions used).

b. The City shall further be named as a loss payee in regard to its property made the subject of this Agreement on any property and builder's risk insurance.

3. **PRIMARY COVERAGE**

For any claims related to this Agreement, Alien Trash's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its council members, officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its council members, officials, officers, employees, agents, and volunteers shall be excess of Alien Trash's insurance and shall not contribute to it.

4. **NOTICE OF CANCELLATION**

Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City.

5. **INSTALLATION FLOATER**

If this Agreement requires Builder's Risk insurance, the City may permit an Installation Floater in lieu of such insurance for construction projects not involving new or major reconstruction. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion, or adjustment of existing buildings, structures, process, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during performance of work under this Agreement, including during transit, installation, and testing at the City's site.

6. **TRANSPORTATION POLLUTION LIABILITY**

If this Agreement involves the transportation of any hazardous waste, the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Alien Trash pursuant to this Agreement. This coverage may also be provided on Alien Trash's Pollution Liability policy.

7. **WAIVER OF SUBROGATION**

Alien Trash hereby grants to the City a waiver of any right to subrogation which any of Alien Trash's insurers may acquire against the City by virtue of the payment of any loss under such insurance. Alien Trash agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

8. **SELF INSURED RETENTIONS**

Self-insured retentions must be declared to and approved by the City. The City may require Alien Trash to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administrations, and defense expenses within the retention.

9. **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers authorized to conduct business in the State of New Mexico with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

10. **CLAIMS MADE POLICIES**

a. If any of the required policies provide claims-made coverage:

i. The Retroactive Date must be shown, and must be before the Effective Date of this Agreement or the beginning of Work hereunder.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Work.

iii. If coverage is canceled or not renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, Alien Trash must purchase "extended reporting" coverage for a minimum of five years after completion of the Work.

b. The City will not accept claims-made coverage for the GCL policy.

11. **VERIFICATION OF COVERAGE**

a. Alien Trash shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Exhibit, including additional insured and/or loss payee status. Alien Trash shall demonstrate additional insured and loss payee status, notice of cancellation and waiver of subrogation as required in this Exhibit by amendatory endorsement and the City will not accept certificates of insurance in lieu of endorsements to show compliance with such requirements.

b. All certificates and endorsements are to be received and approved by the City before Alien Trash may exercise the Collection Franchise. Failure to obtain the required documents prior to exercise of the Collection Franchise, however, shall not waive Alien Trash's obligations to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications at any time.

12. **SPECIAL RISKS OR CIRCUMSTANCES**

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 33.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Legal
**CONTACT:** Hessel Yntema **CHAIR:** Ed Heldenbrand

## ACTION REQUESTED:
Ordinance 24-17: Hold a public hearing to consider adopting proposed Ordinance 24-17 Granting Franchise to Southwest Reclamation, LLC. (Heldenbrand/Chaparro)

## BACKGROUND:
Initiated by: Josh Nairn-Mahan/Abraham Chaparro

Southwest Reclamation, LLC is a solid waste collection company that wishes to engage in the business of solid waste collection within the City.

## FINANCIAL CONSIDERATION
In consideration for the City's grant of the Collection Franchise, Southwest Reclamation, LLC shall pay franchise fees, in an amount equaling 7% of its gross receipts for all activities under the Collection Franchise (the "Franchise Fees").

## LEGAL REVIEW:
The Deputy City Attorney drafted proposed Ordinance.

## BOARD AND COMMITTEE ACTION:
Legal Committee voted (3-0) to refer to City Council at their meeting on September 26, 2024.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

Ordinance 24-17
Southwest Reclamation, LLC

**ORDINANCE 24-17**

**AN ORDINANCE GRANTING A FRANCHISE TO SOUTHWEST RECLAMATION FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE**

WHEREAS, pursuant to Section 21-11 of the Roswell City Code, the City has the exclusive right to engage in the collection of solid waste within the City; and

WHEREAS, NMSA 1978, § 3-48-3 permits the City to contract with collectors for the collection of solid waste, and thereby prescribe the duties and compensation of such collectors;

WHEREAS, SOUTHWEST RECLAMATION, LLC is a solid waste collection company that wishes to engage in the business of solid waste collection within the City; and

WHEREAS, the City Council wishes to grant to SOUTHWEST RECLAMATION, LLC a nonexclusive franchise to collect, transport and dispose of solid waste within the City, upon the terms and conditions set forth herein below and in the Solid Waste Collection Franchise Agreement (the "Agreement").

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION 1 The City of Roswell hereby grants to SOUTHWEST RECLAMATION, LLC a nonexclusive franchise for the collecting, transporting, disposing and recycling of solid waste kept, accumulated or produced in the City of Roswell and to use the public streets and rights of way for such purpose, as more fully described in the Agreement.

SECTION 2 SOUTHWEST RECLAMATION, LLC may exercise the nonexclusive franchise granted above only upon execution of the Agreement and only during its effective term, any extension thereof, or upon execution of a subsequent written contract after expiration or termination of the current Agreement. SOUTHWEST RECLAMATION, LLC is prohibited from exercising the franchise in the absence of a written agreement with the City, however, SOUTHWEST RECLAMATION, LLC shall owe franchise fees to the City for all exercise of the franchise, regardless of whether a written agreement exists in force.

SECTION 3 The franchise is contingent on SOUTHWEST RECLAMATION, LLC 's compliance during the term of the Agreement with all its warranties, covenants and obligations set forth in the Agreement, including without limitation, timely payment of franchise fees, maintenance of insurance, compliance with law and maintenance of any applicable permits.

SECTION 4 All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 5 If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

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SECTION 6 This ordinance shall be effective after thirty (30) days following its adoption, unless a petition is filed in conformity with NMSA 1978 §3-42-1(C), in which case, this ordinance shall be effective upon a majority vote of the qualified electors of the municipality.

PASSED, ADOPTED, SIGNED and APPROVED ________, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

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**SOLID WASTE COLLECTION FRANCHISE AGREEMENT**

This SOLID WASTE COLLECTION FRANCHISE AGREEMENT ("Agreement") is hereby entered into on this Effective Date (the "Effective Date"), by and between the CITY OF ROSWELL, NEW MEXICO ("City"), a political subdivision of the State of New Mexico, located at 425 N. Richardson, Roswell, NM 88201, and SOUTHWEST RECLAMATION LLC , a(n) New Mexico Limited Liability, whose principal address is 1410 S. Grand, Roswell, NM 88203 ("Southwest Reclamation LLC "), collectively referred to herein as the Parties.

**RECITALS**

**WHEREAS**, pursuant to Section 21-11 of the Roswell City Code, the City has the exclusive right to engage in the collection of solid waste within the City; and

**WHEREAS**, NMSA 1978, § 3-48-3 permits the City to contract with collectors for the collection of solid waste, and thereby prescribe the duties and compensation of such collectors;

**WHEREAS**, SOUTHWEST RECLAMATION LLC is a solid waste collection company that wishes to engage in the business of solid waste collection within the City; and

**WHEREAS**, the City has issued a nonexclusive franchise to SOUTHWEST RECLAMATION LLC in Ordinance No. Ord Num, for the collection, transportation and disposal of solid waste within the City as contemplated under Section 21-11;

**WHEREAS**, the Parties now wish to set forth the terms and conditions upon which SOUTHWEST RECLAMATION LLC shall operate its nonexclusive franchise granted under and as provided for in Ordinance No. Ord Num, a true and correct copy of which is attached to this Agreement as Exhibit A and incorporated by reference as if set forth fully herein.

**NOW THEREFORE**, in consideration for the mutual covenants contained herein, SOUTHWEST RECLAMATION LLC and the City agree as follows:

1. **COLLECTION FRANCHISE GRANTED**

a. In consideration for payment of the Franchise Fees, as that term is elsewhere defined herein, and for the other warranties, covenants and obligations of SOUTHWEST RECLAMATION LLC provided for in this Agreement, the City has granted in Ordinance No. Ord Num a nonexclusive franchise to SOUTHWEST RECLAMATION LLC for the collection, transportation, recycling and disposal of solid waste, as more fully described in Exhibit B: Collection Franchise, which Exhibit is attached hereto and incorporated by reference as if set forth fully herein (the "Collection Franchise"). The grant of the Collection Franchise is made subject to

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SOUTHWEST RECLAMATION LLC 's compliance with the provisions of Chapter 21 of the Roswell City Code, and all terms and conditions of Ordinance No. Ord Num and this Agreement.

2. **FRANCHISE TERM**

a. The term of the Collection Franchise shall commence on the Effective Date and shall continue for a period of 3 years (the "Franchise Term"). The Collection Franchise may thereafter be renewed for up to 5 additional periods of 1 year each (the "Renewal Terms"), upon mutual written agreement of the Parties. Each renewal period shall be governed by the same terms and conditions of this Agreement, except as may be agreed to in writing by the Parties, and of Ordinance No. Ord Num.

b. Upon termination of this Agreement or expiration of the Franchise Term, or Renewal Term if any, SOUTHWEST RECLAMATION LLC shall be prohibited from further exercising the Collection Franchise, except upon written permission of the City. *Ultra vires* exercise of the Collection Franchise by SOUTHWEST RECLAMATION LLC is prohibited, but shall not relieve SOUTHWEST RECLAMATION LLC of its obligation to pay Franchise Fees, as that term is defined below, for all gross receipts received in connection with the Collection Franchise, whether exercised in accordance with or derogation of this Agreement.

3. **RATIFICATION OF INTERIM SERVICES**

The Parties hereby ratify all solid waste collection performed by SOUTHWEST RECLAMATION LLC and fees collected by the City for such collection between expiration of any previous agreements by and between the Parties relating to solid waste collection within the City and the Effective Date hereof.

4. **FRANCHISE FEES**

a. In consideration for the City's grant of the Collection Franchise, SOUTHWEST RECLAMATION LLC shall pay franchise fees, in an amount equaling 7% of its gross receipts for all activities under the Collection Franchise (the "Franchise Fees"). SOUTHWEST RECLAMATION LLC shall remit to the City payment of the Franchise Fees on a monthly basis, each payment being due no later than 30 days from the end of the calendar month.

b. SOUTHWEST RECLAMATION LLC shall further submit on a monthly basis a list of its customers under the Collection Franchise, including itemized rates and fees charged and provide a description of total gross revenues justifying the amount of Franchise Fees paid for the month. This monthly report shall be submitted at the same time as the payment of Franchise Fees.

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c. SOUTHWEST RECLAMATION LLC shall not be permitted carry a past due balance on Franchise Fees. In the event a balance due remains unpaid five (5) days beyond the due date, SOUTHWEST RECLAMATION LLC 's Collection Franchise may be suspended. If SOUTHWEST RECLAMATION LLC 's account is suspended, it shall not be permitted to exercise the Collection Franchise, nor dispose of any solid waste at City's solid waste facility until all past due amounts are paid in full and the Franchise is reinstated.

d. SOUTHWEST RECLAMATION LLC agrees and acknowledges that the payment of Franchise Fees does not include tipping fees or any other fees or charges associated with disposal of solid waste at the City's solid waste facility. Such rates are set by Resolution of the City Council. Failure of SOUTHWEST RECLAMATION LLC to pay any such fees or charges when due may also result in suspension of the Franchise, as described in the paragraph above.

5. **SURETY BOND**

SOUTHWEST RECLAMATION LLC shall procure and deliver to the City prior to exercise of the Collection Franchise, and maintain during the entire Franchise Term, during any Renewal Term, and for a period of one year after the termination or expiration of this Agreement, at SOUTHWEST RECLAMATION LLC 's own expense without expense to the City, a payment bond in the amount of **$25,000.00,** duly executed by a responsible corporate surety, authorized to issue such bonds in the State of New Mexico and secured through an authorized agent with the an office in New Mexico.

6. **INSURANCE**

a. SOUTHWEST RECLAMATION LLC agrees to have and maintain the polices of insurance indicated in Exhibit C: Insurance, which Exhibit is attached hereto and incorporated by reference as if set forth fully herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

b. SOUTHWEST RECLAMATION LLC 's insurance obligations under this Agreement shall be:

i. all insurance coverage and/or limits by or available to SOUTHWEST RECLAMATION LLC Company; or

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ii. the minimum coverage requirements and/or limits demarcated in Exhibit C, whichever is greater.

c. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits set forth in Exhibit C, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements set forth in Exhibit C are sufficient to cover the obligations of SOUTHWEST RECLAMATION LLC pursuant to this Agreement. SOUTHWEST RECLAMATION LLC 's requirements under this Section shall be referred to herein as the "Insurance."

d. Maintenance of insurance coverage set forth in this Section during the entire Franchise Term, and any Renewal Term, is a material element on of this Agreement and failure to maintain or renew coverage or to provide evidence of the existence or renewal of required insurance may be treated by the City as a material breach of this Agreement.

7. **INDEMNIFICATION AND HOLD HARMLESS**

a. SOUTHWEST RECLAMATION LLC agrees to accept responsibility for loss or damage to any person or property, and to release, defend at its own expense, indemnify, and hold harmless the City, its council members, officials, officers, employees, agents, and volunteers, against any and all liability, actions, claims, losses, damages, disabilities, and expenses, including costs of litigation and reasonable attorneys' fees, that are assert by any person or entity, to the extent of any and all acts or omissions of SOUTHWEST RECLAMATION LLC , or its directors, officers, agents, or employees, in the performance of this Agreement, excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts.

b. SOUTHWEST RECLAMATION LLC agrees to be responsible for all loss or damage from any cause whatsoever to any of its property or equipment. SOUTHWEST RECLAMATION LLC is responsible for providing its own liability and loss insurance coverage for any of its property or equipment and SOUTHWEST RECLAMATION LLC expressly acknowledges that no part of said property or equipment shall be covered under the City's insurance policies.

c. These indemnifications are independent of and shall not in any way be limited by the insurance requirements of this Agreement. Approval by the City of the insurance requirement by this Agreement shall not in any way relieve SOUTHWEST RECLAMATION LLC from

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liability under this Section. The City's right to indemnification hereunder shall survive termination, whether for cause or not, or expiration of this Agreement.

8. **INDEPENDENT CONTRACTOR**

a. The relationship of SOUTHWEST RECLAMATION LLC to the City shall be that of an independent contractor. SOUTHWEST RECLAMATION LLC is not and shall not be considered an employee of the City. SOUTHWEST RECLAMATION LLC and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the City. SOUTHWEST RECLAMATION LLC 's employees, servants, agents, or representatives are not and shall not be deemed employees of the City.

b. This Agreement shall further not constitute the formation of a partnership or joint venture. SOUTHWEST RECLAMATION LLC is without authority to act as the agent or representative of the City and shall not purport to agree to or approve on behalf of the City any contract or obligation of the City or obligate or pledge the credit or funds of the City without written approval from the City.

9. **SUSPENSION**

a. The Director of the Sanitation (the "Director") may temporarily suspend the Collection Franchise, whenever he determines that the continued operation by SOUTHWEST RECLAMATION LLC would constitute a danger to public health, safety, welfare or public morals, including, but not limited to, where there is a failure to maintain the minimum levels and standards of liability insurance or claims reserve or failure to keep in full force and effect any applicable licenses or permits required by federal, state or local law or regulation.

b. Upon suspending the Collection Franchise, the Director shall cause a notice of temporary suspension stating the reason for the suspension to be delivered to SOUTHWEST RECLAMATION LLC as otherwise provided for herein. Notwithstanding other notice provisions of this Agreement, however, the temporary suspension is effective upon the earlier of either receipt or the expiration of 5 days from the date of mailing. The temporary suspension shall remain in effect until the suspension is lifted by written notice of the Director upon a determination that the cause of suspension has been remedied.

10. **TERMINATION**

Either Party may terminate this Agreement at any time during the Term or any Renewal Term hereof by giving 30 days written notice in advance. Termination under this Section shall not

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terminate, prejudice or otherwise effect any right or obligation accruing hereunder prior to the termination.

11. **FORCE MAJEURE**

SOUTHWEST RECLAMATION LLC shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service, nor for any failure or delay caused by the negligence or omission of the City. SOUTHWEST RECLAMATION LLC must make every reasonable attempt to minimize delay of performance. In the event of a force majeure, SOUTHWEST RECLAMATION LLC shall notify the City thereof within 10 days of its occurrence. If such force majeure continues longer than 120 days, either Party may terminate the Agreement, as otherwise provided for herein.

12. **NONDISCRIMINATION**

SOUTHWEST RECLAMATION LLC shall not discriminate against any otherwise qualified employee, applicant for employment, subcontractor, or other person, in connection with the exercise of the Collection Franchise, unless based on a bona fide occupational qualification or other statutory prohibition, because of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap or serious medical condition, or spousal affiliation. In the event of SOUTHWEST RECLAMATION LLC 's noncompliance with the provisions of this Section, this Agreement may be canceled, terminated or suspended, in whole or in part, and SOUTHWEST RECLAMATION LLC may be declared ineligible for further contracts with the City.

13. **CHOICE OF LAW AND FORUM SELECTION**

This Agreement shall be governed by the laws of the State of New Mexico, exclusive of choice of law provisions, and venue for any judicial proceeding resulting here from shall lie in the Fifth Judicial District, Chaves County, New Mexico.

14. **NOTICES**

Notices and other communications under this Agreement must be in writing and are effective upon the sooner to occur of (i) the business day actually received (or if such date is not a business day, on the next business day thereafter), (ii) on the next business day after placing such

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written notice or communication with a reputable overnight delivery service for overnight (next morning) delivery, or (iii) on the third (3rd) business day following the date on which such written notice or communication was deposited with the United States Postal Service with postage prepaid and marked as certified or registered mail, return receipt requested, so long as, in each case, such written notice or communication was addressed to the Party to whom it was intended at such Party's address set forth herein or to such other address as that Party may from time to time provide in a writing pursuant to this Subsection to the other Party:

| | |
|---|---|
| CITY OF ROSWELL | SOUTHWEST RECLAMATION LLC |
| Attn: Chad Cole | Attn: Jacob Buckley |
| City Manager | President |
| P.O. 1838, Roswell, NM 88202-1838 | 1410 S. Grand Roswell, NM 88203 |

15. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

16. **ENTIRE AGREEMENT, MODIFICATION**

This Agreement constitutes the entire agreement of the Parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may only be modified or amended in writing, signed by the Parties hereto, and any such duly-executed written modification or amendment shall be automatically incorporated into this Agreement as if set forth fully herein.

17. **SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. **NON-WAIVER**.

The Parties agree that no failure to exercise and no delay in exercising any right, power or privilege under this Agreement on the part of either Party shall operate as a waiver of any right, power, or privilege under this Agreement.

19. **RIGHTS CUMULATIVE**

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All rights, options, and remedies of the City contained in this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and the City shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Agreement.

20. **BINDING EFFECT**

This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

21. **NO ASSIGNMENT**

SOUTHWEST RECLAMATION LLC shall not assign, sublet or subcontract any obligation, duty, right or covenant hereunder without the express written consent of the City, which the City may withhold in its total discretion.

22. **AUTHORITY**

The individual signing below warrants and represents that he or she is duly authorized to execute this Agreement on behalf of SOUTHWEST RECLAMATION LLC .

23. **HEADINGS**.

The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Agreement.

24. **NO ADDITIONAL REPRESENTATIONS**

a. SOUTHWEST RECLAMATION LLC expressly acknowledges that in entering into this Agreement, it does not rely on any statement, representation, or warranty other than those expressly set out in this Agreement.

b. SOUTHWEST RECLAMATION LLC expressly acknowledges that it has been advised to seek its own separate legal counsel for advice with respect to this Agreement, and has had sufficient opportunity to do so. The Parties further agree that interpretation of this Agreement shall be made without regard to authorship or negotiation.

[SIGNATURES FOLLOW ON NEXT PAGE]

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**IN WITNESS WHEREOF**, SOUTHWEST RECLAMATION LLC and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on this Effective Date, the Effective Date hereof.

| | |
|---|---|
| "City" | "SOUTHWEST RECLAMATION LLC " |
| CITY OF ROSWELL | COMPANY FULL NAME |
| _____ | _____ |
| By: Chad Cole<br>City Manager | By: Jacob Buckley<br>President |

CITY SEAL

ATTEST:

_____
Amalia Martinez, City Clerk

Approved as to form:

_____
City Attorney

**EXHIBIT A: ORDINANCE NO. Ord Num**

## EXHIBIT B: COLLECTION FRANCHISE

### 1. FRANCHISE DESCRIBED

a. The Collection Franchise authorizes SOUTHWEST RECLAMATION LLC to engage in the business of collecting, transporting and disposing and recycling of solid waste kept, accumulated or produced in the City of Roswell and to use the public streets and rights of way for such purpose. The Collection Franchise is limited solely to residential and commercial customers with roll-off containers measuring over 10 yards. SOUTHWEST RECLAMATION LLC shall contract directly with its customers seeking solid waste collection and shall be solely responsible for providing such services for, including providing all receptacles, roll-off systems, compactors, roll off vehicles, and qualified personnel, and for charging and collecting all fees from its customers associated with such service.

b. SOUTHWEST RECLAMATION LLC may determine the location of collection equipment such as receptacles and compactors, subject to approval by the City. Equipment may be placed in such areas that will be convenient to the customers being served, including equipment situated at such places as construction sites, shopping malls, grocery stores and business of that nature

c. SOUTHWEST RECLAMATION LLC shall only dispose of solid waste in an appropriate facility, whether located in the City or elsewhere, and may dispose of solid waste at the City's Municipal Landfill, subject to the same terms and conditions, including tipping fees and any other applicable charges, as any other commercial landfill customer, without right of offset against the Franchise Fees.

### 2. VEHICLE AND EQUIPMENT MAINTENANCE AND INSPECTION

a. SOUTHWEST RECLAMATION LLC hereby warrants that all of its vehicles and equipment utilized in the exercise of the Collection Franchise are fit and appropriate for the that purpose and maintained in accordance with industry standards and practices, and according to the requirements of law, and further covenants that it shall maintain all equipment and vehicles in such condition for the duration of this Agreement.

b. SOUTHWEST RECLAMATION LLC shall maintain on file with the City a complete and accurate listing of every vehicle operated for collecting, transporting, and disposing solid waste in the City. Each and every vehicle utilized in the exercise of the Collection Franchise

shall prominently display SOUTHWEST RECLAMATION LLC ’s trade name, monogram or insignia, unique vehicle identification number, together with SOUTHWEST RECLAMATION LLC 's telephone number on both sides of the vehicle.

c. SOUTHWEST RECLAMATION LLC shall certify, in a form acceptable to the City, that every such vehicle conforms with local, state and federal law, including vehicle emission standards, and is regularly serviced and maintained in a roadworthy condition fit for the function contemplated in this Agreement. SOUTHWEST RECLAMATION LLC shall provide documentation of compliance on written request of the City.

d. The City shall have the right, but not the duty, to inspect any of SOUTHWEST RECLAMATION LLC ’s vehicles utilized in the exercise of the Collection Franchise upon reasonable request, in order to verify compliance with the requirements of this Section. Inspection by the City shall not, however, relieve, waive, transfer, excuse, diminish or abrogate SOUTHWEST RECLAMATION LLC ’s obligations under this Section, nor its sole duty to ensure safety, as provided for below.

3. **STAFFING**

SOUTHWEST RECLAMATION LLC shall remain sufficiently staffed to safely and competently undertake the activities contemplated in this Agreement, and shall ensure that each and every of its employees involved in the Collection Franchise is adequately trained for his or her particular job functions and is appropriately licensed as required by law. SOUTHWEST RECLAMATION LLC shall further implement an appropriate drug and alcohol testing program for any employees in safety sensitive positions or as otherwise mandated by Federal or State law.

4. **SAFETY**

a. SOUTHWEST RECLAMATION LLC shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with exercise of the Collection Franchise. It shall undertake all reasonable safety precautions and shall provide all reasonable protection to prevent property damage, personal injury or other loss to all employees and other persons who may be affected by the activities contemplated in this Agreement.

b. SOUTHWEST RECLAMATION LLC shall be responsible for sorting all loads by material type; clean fill, metal, construction debris, etc. In the event SOUTHWEST

RECLAMATION LLC fails to comply with requirements of this subsection, the City preserves the right to reject the load.

c. In the event of that asbestos, or biohazard containing materials are discovered, SOUTHWEST RECLAMATION LLC shall be solely responsible for all clean up and environmental remediation, including but not limited to, any actual damages incurred to the City. Nothing in the preceding shall be deemed to or limit or supersede the meaning and effect of the Indemnification and Hold Harmless clause as found in paragraph 7 of this Franchise Agreement.

d. The City shall preserve the right to reject any load deemed contaminated or hazardous.

5. **COMPLIANCE WITH LAW**

a. SOUTHWEST RECLAMATION LLC shall keep fully informed of all state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in connection with the Collection Franchise, or the vehicles, materials or equipment used in the Collection Franchise, or in any way affecting the conduct of the Collection Franchise, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the Collection Franchise, including, without limitation, all such applicable laws, ordinances, regulations, orders and decrees touching upon worker health and safety, environmental compliance and transportation of hazardous wastes.

b. SOUTHWEST RECLAMATION LLC hereby warrants that it will comply with NMDOT regulations while transporting solid waste, including but not limited to, securing and covering all loads. Any violations of such shall be grounds to disallow access to City's solid waste disposal facilities. The City reserves the right to bar access to any driver of SOUTHWEST RECLAMATION LLC for any unruly conduct or inappropriate behavior. The City will issue SOUTHWEST RECLAMATION LLC a first warning written notice. In the event of a second violation the City may then issue a notice of trespass to SOUTHWEST RECLAMATION LLC 's driver.

c. SOUTHWEST RECLAMATION LLC hereby warrants that it currently observes and complies with all such applicable laws, ordinances, regulations, orders and decrees, and that it

shall remain in full such compliance, and shall cause all of its employees, agents, and subcontractors to so remain, throughout the Franchise Term, and all Renewal Terms.

d. SOUTHWEST RECLAMATION LLC shall further protect, defend and indemnify the City and it council members, officials, officers, agents and employees against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order, or decree, whether by SOUTHWEST RECLAMATION LLC or its directors, officers or employees.

6. **LICENSES AND PERMITS**

SOUTHWEST RECLAMATION LLC shall pay for at its own expense and obtain, and maintain in full force during the Franchise Term, and any Renewal Term, any and every permit or license necessary and appropriate for exercise of the Collection Franchise. SOUTHWEST RECLAMATION LLC shall provide copies of any permit or license required under this Section upon demand of the City. The Prior to being granted access to City solid waste disposal facilities, all commercial drivers must provide evidence of NMDOT required permits such as, but not limited to a New Mexico Solid Waste Haulers Permit, a copy of which will kept for City records. New Mexico Solid Waste haulers permit must be renewed annually.

7. **RECORD KEEPING AND INSPECTION**

a. SOUTHWEST RECLAMATION LLC shall keep and maintain its books, records, documents and other evidence in connection with the Collection Franchise (and require its subcontractors to keep the same) and adopt accounting procedures and practices sufficient to reflect properly all charges and payments of whatever nature relating to the Collection Franchise, including any amounts chargeable or owing to the City. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout. SOUTHWEST RECLAMATION LLC 's recordkeeping and accounting system must properly reflect all such fees, charges and payments as they are incurred or made, and must demonstrate support that all amounts charged or payed to the City are properly chargeable or paid in full in accordance with the terms of this Agreement.

b. SOUTHWEST RECLAMATION LLC shall maintain all records required by this Section for a period that is no shorter than 3 years from the termination or expiration of this Agreement, or the period required by law, whichever is longer. SOUTHWEST RECLAMATION LLC must not dispose of such documents prior to the expiration of this period without prior written

approval from the City. The books and records of SOUTHWEST RECLAMATION LLC described in this Section shall be available to the City for inspection during regular business hours and such records shall be maintained in Roswell, New Mexico.

## EXHIBIT C: INSURANCE

1. **MINIMUM SCOPE OF INSURANCE**

a. SOUTHWEST RECLAMATION LLC shall procure and maintain for the duration of this Agreement the following minimum insurance against claims for injuries to persons or damages to property which may arise from or in connection with the activities of SOUTHWEST RECLAMATION LLC , its agents, representatives, employees or subcontractors, pursuant to this Agreement (check only those apply):

☒ I. **Commercial General Liability** ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

☒ II. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if SOUTHWEST RECLAMATION LLC has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **$1,000,000.00** per accident for bodily injury and property damage.

☒ III. **Worker's Compensation** insurance as required by the State of New Mexico, with Statutory Limits and Employer's Liability Insurance with limit of no less than **$1,000,000.00** per accident for bodily injury or disease.

☐ IV. **Professional Liability** (Errors and Omissions) insurance appropriate to the profession, with limits no less than **$1,000,000.00** per occurrence or claim, **$2,000,000.00** aggregate.

☐ V. **Property Insurance** against all risks of loss to any structures, buildings, improvements, betterments or fixtures to real property made the subject of this Agreement, at full replacement cost with no coinsurance penalty provision.

☐ VI. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project made the subject of this Agreement and no coinsurance penalty provisions.

☐ VII. **Pollution Legal Liability** insurance applicable to SOUTHWEST RECLAMATION LLC 's activities under this Agreement, with limit no less than **$1,000,000.00** per occurrence or claim, **$2,000,000.00** aggregate.

☐ VIII. **Asbestos Pollution Liability** insurance applicable to SOUTHWEST RECLAMATION LLC 's activities under this Agreement, with limit no less than **$1,000,000.00** per occurrence or claim, **$2,000,000.00** aggregate.

☐ IX. **Liquor Liability** insurance in an amount not less than **$1,000,000.00** combined single limit bodily injury and property damage per occurrence and **$2,000,000.00** annual aggregate limit per location.

b. If SOUTHWEST RECLAMATION LLC maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by SOUTHWEST RECLAMATION LLC .

2. **ADDITIONAL INSURED/LOSS PAYEE STATUS**

a. The City, its council members, officials, officers, employees, agents, and volunteers are to be covered as additional insured on any CGL, automobile, pollution, asbestos, and/or liquor liability policy required under this Exhibit, with respect to liability arising out of the activities performed by or on behalf of SOUTHWEST RECLAMATION LLC , including materials, parts or equipment furnished in connection with such activities. General Liability coverage can be provided in the form of an endorsement to SOUTHWEST RECLAMATION LLC 's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, or CG 20 38; and CG 20 37 form is later revisions used).

b. The City shall further be named as a loss payee in regard to its property made the subject of this Agreement on any property and builder's risk insurance.

3. **PRIMARY COVERAGE**

For any claims related to this Agreement, SOUTHWEST RECLAMATION LLC 's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its council members, officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its council members, officials, officers, employees, agents, and volunteers shall be excess of SOUTHWEST RECLAMATION LLC 's insurance and shall not contribute to it.

4. **NOTICE OF CANCELLATION**

Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City.

5. **INSTALLATION FLOATER**

If this Agreement requires Builder's Risk insurance, the City may permit an Installation Floater in lieu of such insurance for construction projects not involving new or major reconstruction. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion, or adjustment of existing buildings, structures, process, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during performance of work under this Agreement, including during transit, installation, and testing at the City's site.

6. **TRANSPORTATION POLLUTION LIABILITY**

If this Agreement involves the transportation of any hazardous waste, the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by SOUTHWEST RECLAMATION LLC pursuant to this Agreement. This coverage may also be provided on SOUTHWEST RECLAMATION LLC 's Pollution Liability policy.

7. **WAIVER OF SUBROGATION**

SOUTHWEST RECLAMATION LLC hereby grants to the City a waiver of any right to subrogation which any of SOUTHWEST RECLAMATION LLC 's insurers may acquire against the City by virtue of the payment of any loss under such insurance. SOUTHWEST RECLAMATION LLC agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

8. **SELF INSURED RETENTIONS**

Self-insured retentions must be declared to and approved by the City. The City may require SOUTHWEST RECLAMATION LLC to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administrations, and defense expenses within the retention.

9. **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers authorized to conduct business in the State of New Mexico with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

10. **CLAIMS MADE POLICIES**

a. If any of the required policies provide claims-made coverage:

i. The Retroactive Date must be shown, and must be before the Effective Date of this Agreement or the beginning of Work hereunder.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Work.

iii. If coverage is canceled or not renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, SOUTHWEST RECLAMATION LLC must purchase "extended reporting" coverage for a minimum of five years after completion of the Work.

b. The City will not accept claims-made coverage for the GCL policy.

11. **VERIFICATION OF COVERAGE**

a. SOUTHWEST RECLAMATION LLC shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Exhibit, including additional insured and/or loss payee status. SOUTHWEST RECLAMATION LLC shall demonstrate additional insured and loss payee status, notice of cancellation and waiver of subrogation as required in this Exhibit by amendatory endorsement and the City will not accept certificates of insurance in lieu of endorsements to show compliance with such requirements.

b. All certificates and endorsements are to be received and approved by the City before SOUTHWEST RECLAMATION LLC may exercise the Collection Franchise. Failure to obtain the required documents prior to exercise of the Collection Franchise, however, shall not waive SOUTHWEST RECLAMATION LLC 's obligations to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications at any time.

12. **SPECIAL RISKS OR CIRCUMSTANCES**

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 34.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Legal
**CONTACT:** Hessel Yntema **CHAIR:** Ed Heldenbrand

## ACTION REQUESTED:
Ordinance 24-18: Hold a public hearing to consider adopting proposed Ordinance 24-18 Granting Franchise to Clean Haul, LLC. (Heldenbrand/Chaparro)

## BACKGROUND:
Initiated by: Josh Nairn-Mahan/Abraham Chaparro

Clean Haul is a solid waste collection company that wishes to engage in the business of solid waste collection within the City.

## FINANCIAL CONSIDERATION
In consideration for the City's grant of the Collection Franchise, Clean Haul shall pay franchise fees, in an amount equaling 7% of its gross receipts for all activities under the Collection Franchise (the "Franchise Fees").

## LEGAL REVIEW:
The Deputy City Attorney drafted the proposed Ordinance.

## BOARD AND COMMITTEE ACTION:
Legal Committee voted (3-0) to refer to City Council at their meeting on September 26, 2024.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

Ordinance 24-18
Clean Haul, LLC

**ORDINANCE 24-18**

**AN ORDINANCE GRANTING A FRANCHISE TO CLEAN HAUL, LLC FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE**

WHEREAS, pursuant to Section 21-11 of the Roswell City Code, the City has the exclusive right to engage in the collection of solid waste within the City; and

WHEREAS, NMSA 1978, § 3-48-3 permits the City to contract with collectors for the collection of solid waste, and thereby prescribe the duties and compensation of such collectors;

WHEREAS, CLEAN HAUL, LLC is a solid waste collection company that wishes to engage in the business of solid waste collection within the City; and

WHEREAS, the City Council wishes to grant to CLEAN HAUL, LLC a nonexclusive franchise to collect, transport and dispose of solid waste within the City, upon the terms and conditions set forth herein below and in the Solid Waste Collection Franchise Agreement (the "Agreement").

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION 1 The City of Roswell hereby grants to CLEAN HAUL, LLC a nonexclusive franchise for the collecting, transporting, disposing and recycling of solid waste kept, accumulated or produced in the City of Roswell and to use the public streets and rights of way for such purpose, as more fully described in the Agreement.

SECTION 2 CLEAN HAUL, LLC may exercise the nonexclusive franchise granted above only upon execution of the Agreement and only during its effective term, any extension thereof, or upon execution of a subsequent written contract after expiration or termination of the current Agreement. CLEAN HAUL, LLC is prohibited from exercising the franchise in the absence of a written agreement with the City, however, CLEAN HAUL, LLC shall owe franchise fees to the City for all exercise of the franchise, regardless of whether a written agreement exists in force.

SECTION 3 The franchise is contingent on CLEAN HAUL, LLC 's compliance during the term of the Agreement with all its warranties, covenants and obligations set forth in the Agreement, including without limitation, timely payment of franchise fees, maintenance of insurance, compliance with law and maintenance of any applicable permits.

SECTION 4 All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 5 If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 6 This ordinance shall be effective after thirty (30) days following its adoption, unless

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a petition is filed in conformity with NMSA 1978 §3-42-1(C), in which case, this ordinance shall be effective upon a majority vote of the qualified electors of the municipality.

PASSED, ADOPTED, SIGNED and APPROVED ________, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

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**SOLID WASTE COLLECTION FRANCHISE AGREEMENT**

This SOLID WASTE COLLECTION FRANCHISE AGREEMENT ("Agreement") is hereby entered into on this Effective Date (the "Effective Date"), by and between the CITY OF ROSWELL, NEW MEXICO ("City"), a political subdivision of the State of New Mexico, located at 425 N. Richardson, Roswell, NM 88201, and CLEAN HAUL LLC, a(n) New Mexico Limited Liability, whose principal address is 5153 Dandelion Lane, Roswell, NM 88201 ("Clean Haul"), collectively referred to herein as the Parties.

**RECITALS**

**WHEREAS**, pursuant to Section 21-11 of the Roswell City Code, the City has the exclusive right to engage in the collection of solid waste within the City; and

**WHEREAS**, NMSA 1978, § 3-48-3 permits the City to contract with collectors for the collection of solid waste, and thereby prescribe the duties and compensation of such collectors;

**WHEREAS**, Clean Haul is a solid waste collection company that wishes to engage in the business of solid waste collection within the City; and

**WHEREAS**, the City has issued a nonexclusive franchise to Clean Haul in Ordinance No. Ord Num, for the collection, transportation and disposal of solid waste within the City as contemplated under Section 21-11;

**WHEREAS**, the Parties now wish to set forth the terms and conditions upon which Clean Haul shall operate its nonexclusive franchise granted under and as provided for in Ordinance No. Ord Num, a true and correct copy of which is attached to this Agreement as Exhibit A and incorporated by reference as if set forth fully herein.

**NOW THEREFORE**, in consideration for the mutual covenants contained herein, Clean Haul and the City agree as follows:

1. **COLLECTION FRANCHISE GRANTED**

a. In consideration for payment of the Franchise Fees, as that term is elsewhere defined herein, and for the other warranties, covenants and obligations of Clean Haul provided for in this Agreement, the City has granted in Ordinance No. Ord Num a nonexclusive franchise to Clean Haul for the collection, transportation, recycling and disposal of solid waste, as more fully described in Exhibit B: Collection Franchise, which Exhibit is attached hereto and incorporated by reference as if set forth fully herein (the "Collection Franchise"). The grant of the Collection

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Franchise is made subject to Clean Haul's compliance with the provisions of Chapter 21 of the Roswell City Code, and all terms and conditions of Ordinance No. Ord Num and this Agreement.

2. **FRANCHISE TERM**

a. The term of the Collection Franchise shall commence on the Effective Date and shall continue for a period of 3 years (the "Franchise Term"). The Collection Franchise may thereafter be renewed for up to 5 additional periods of 3 years each (the "Renewal Terms"), upon mutual written agreement of the Parties. Each renewal period shall be governed by the same terms and conditions of this Agreement, except as may be agreed to in writing by the Parties, and of Ordinance No. Ord Num.

b. Upon termination of this Agreement or expiration of the Franchise Term, or Renewal Term if any, Clean Haul shall be prohibited from further exercising the Collection Franchise, except upon written permission of the City. *Ultra vires* exercise of the Collection Franchise by Clean Haul is prohibited, but shall not relieve Clean Haul of its obligation to pay Franchise Fees, as that term is defined below, for all gross receipts received in connection with the Collection Franchise, whether exercised in accordance with or derogation of this Agreement.

3. **RATIFICATION OF INTERIM SERVICES**

The Parties hereby ratify all solid waste collection performed by Clean Haul and fees collected by the City for such collection between expiration of any previous agreements by and between the Parties relating to solid waste collection within the City and the Effective Date hereof.

4. **FRANCHISE FEES**

a. In consideration for the City's grant of the Collection Franchise, Clean Haul shall pay franchise fees, in an amount equaling 7% of its gross receipts for all activities under the Collection Franchise (the "Franchise Fees"). Clean Haul shall remit to the City payment of the Franchise Fees on a monthly basis, each payment being due no later than 30 days from the end of the calendar month.

b. Clean Haul shall further submit on a monthly basis a list of its customers under the Collection Franchise, including itemized rates and fees charged and provide a description of total gross revenues justifying the amount of Franchise Fees paid for the month. This monthly report shall be submitted at the same time as the payment of Franchise Fees.

c. Clean Haul shall not be permitted carry a past due balance on Franchise Fees. In the event a balance due remains unpaid five (5) days beyond the due date, Clean Haul's Collection

Franchise may be suspended. If Clean Haul's account is suspended, it shall not be permitted to exercise the Collection Franchise, nor dispose of any solid waste at City's solid waste facility until all past due amounts are paid in full and the Franchise is reinstated.

d. Clean Haul agrees and acknowledges that the payment of Franchise Fees does not include tipping fees or any other fees or charges associated with disposal of solid waste at the City's solid waste facility. Such rates are set by Resolution of the City Council. Failure of Clean Haul to pay any such fees or charges when due may also result in suspension of the Franchise, as described in the paragraph above.

5. **SURETY BOND**

Clean Haul shall procure and deliver to the City prior to exercise of the Collection Franchise, and maintain during the entire Franchise Term, during any Renewal Term, and for a period of one year after the termination or expiration of this Agreement, at Clean Haul's own expense without expense to the City, a payment bond in the amount of **$25,000.00,** duly executed by a responsible corporate surety, authorized to issue such bonds in the State of New Mexico and secured through an authorized agent with the an office in New Mexico.

6. **INSURANCE**

a. Clean Haul agrees to have and maintain the polices of insurance indicated in Exhibit C: Insurance, which Exhibit is attached hereto and incorporated by reference as if set forth fully herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

b. Clean Haul's insurance obligations under this Agreement shall be:

i. all insurance coverage and/or limits by or available to Clean Haul; or

ii. the minimum coverage requirements and/or limits demarcated in Exhibit C, whichever is greater.

c. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits set forth in Exhibit C, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements set forth in Exhibit C are sufficient to cover the obligations of Clean Haul pursuant

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to this Agreement. Clean Haul's requirements under this Section shall be referred to herein as the "Insurance."

d. Maintenance of insurance coverage set forth in this Section during the entire Franchise Term, and any Renewal Term, is a material element on of this Agreement and failure to maintain or renew coverage or to provide evidence of the existence or renewal of required insurance may be treated by the City as a material breach of this Agreement.

7. **INDEMNIFICATION AND HOLD HARMLESS**

a. Clean Haul agrees to accept responsibility for loss or damage to any person or property, and to release, defend at its own expense, indemnify, and hold harmless the City, its council members, officials, officers, employees, agents, and volunteers, against any and all liability, actions, claims, losses, damages, disabilities, and expenses, including costs of litigation and reasonable attorneys' fees, that are assert by any person or entity, to the extent of any and all acts or omissions of Clean Haul, or its directors, officers, agents, or employees, in the performance of this Agreement, excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts.

b. Clean Haul agrees to be responsible for all loss or damage from any cause whatsoever to any of its property or equipment. Clean Haul is responsible for providing its own liability and loss insurance coverage for any of its property or equipment and Clean Haul expressly acknowledges that no part of said property or equipment shall be covered under the City's insurance policies.

c. These indemnifications are independent of and shall not in any way be limited by the insurance requirements of this Agreement. Approval by the City of the insurance requirement by this Agreement shall not in any way relieve Clean Haul from liability under this Section. The City's right to indemnification hereunder shall survive termination, whether for cause or not, or expiration of this Agreement.

8. **INDEPENDENT CONTRACTOR**

a. The relationship of Clean Haul to the City shall be that of an independent contractor. Clean Haul is not and shall not be considered an employee of the City. Clean Haul and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the City. Clean Haul's employees, servants, agents, or representatives are not and shall not be deemed employees of the City.

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b. This Agreement shall further not constitute the formation of a partnership or joint venture. Clean Haul is without authority to act as the agent or representative of the City and shall not purport to agree to or approve on behalf of the City any contract or obligation of the City or obligate or pledge the credit or funds of the City without written approval from the City.

9. **SUSPENSION**

a. The Director of the Sanitation (the "Director") may temporarily suspend the Collection Franchise, whenever he determines that the continued operation by Clean Haul would constitute a danger to public health, safety, welfare or public morals, including, but not limited to, where there is a failure to maintain the minimum levels and standards of liability insurance or claims reserve or failure to keep in full force and effect any applicable licenses or permits required by federal, state or local law or regulation.

b. Upon suspending the Collection Franchise, the Director shall cause a notice of temporary suspension stating the reason for the suspension to be delivered to Clean Haul as otherwise provided for herein. Notwithstanding other notice provisions of this Agreement, however, the temporary suspension is effective upon the earlier of either receipt or the expiration of 5 days from the date of mailing. The temporary suspension shall remain in effect until the suspension is lifted by written notice of the Director upon a determination that the cause of suspension has been remedied.

10. **TERMINATION**

Either Party may terminate this Agreement at any time during the Term or any Renewal Term hereof by giving 30 days written notice in advance. Termination under this Section shall not terminate, prejudice or otherwise effect any right or obligation accruing hereunder prior to the termination.

11. **FORCE MAJEURE**

Clean Haul shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service, nor for any failure or delay caused by the negligence or omission of the City. Clean Haul must make every reasonable attempt to minimize delay of performance. In the event of a force majeure, Clean Haul shall notify the City thereof within 10 days of its

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occurrence. If such force majeure continues longer than 120 days, either Party may terminate the Agreement, as otherwise provided for herein.

12. **NONDISCRIMINATION**

Clean Haul shall not discriminate against any otherwise qualified employee, applicant for employment, subcontractor, or other person, in connection with the exercise of the Collection Franchise, unless based on a bona fide occupational qualification or other statutory prohibition, because of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap or serious medical condition, or spousal affiliation. In the event of Clean Haul's noncompliance with the provisions of this Section, this Agreement may be canceled, terminated or suspended, in whole or in part, and Clean Haul may be declared ineligible for further contracts with the City.

13. **CHOICE OF LAW AND FORUM SELECTION**

This Agreement shall be governed by the laws of the State of New Mexico, exclusive of choice of law provisions, and venue for any judicial proceeding resulting here from shall lie in the Fifth Judicial District, Chaves County, New Mexico.

14. **NOTICES**

Notices and other communications under this Agreement must be in writing and are effective upon the sooner to occur of (i) the business day actually received (or if such date is not a business day, on the next business day thereafter), (ii) on the next business day after placing such written notice or communication with a reputable overnight delivery service for overnight (next morning) delivery, or (iii) on the third (3rd) business day following the date on which such written notice or communication was deposited with the United States Postal Service with postage prepaid and marked as certified or registered mail, return receipt requested, so long as, in each case, such written notice or communication was addressed to the Party to whom it was intended at such Party's address set forth herein or to such other address as that Party may from time to time provide in a writing pursuant to this Subsection to the other Party:

| | |
|---|---|
| CITY OF ROSWELL | CLEAN HAUL LLC |
| Attn: Chad Cole | Attn: Signatory |
| City Manager | Title |
| P.O. 1838, Roswell, NM 88202-1838 | 5153 Dandelion Lane, Roswell, NM 88201 |

15. **COUNTERPARTS**

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This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

16. **ENTIRE AGREEMENT, MODIFICATION**

This Agreement constitutes the entire agreement of the Parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may only be modified or amended in writing, signed by the Parties hereto, and any such duly-executed written modification or amendment shall be automatically incorporated into this Agreement as if set forth fully herein.

17. **SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. **NON-WAIVER**.

The Parties agree that no failure to exercise and no delay in exercising any right, power or privilege under this Agreement on the part of either Party shall operate as a waiver of any right, power, or privilege under this Agreement.

19. **RIGHTS CUMULATIVE**

All rights, options, and remedies of the City contained in this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and the City shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Agreement.

20. **BINDING EFFECT**

This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

21. **NO ASSIGNMENT**

Clean Haul shall not assign, sublet or subcontract any obligation, duty, right or covenant hereunder without the express written consent of the City, which the City may withhold in its total discretion.

22. **AUTHORITY**

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The individual signing below warrants and represents that he or she is duly authorized to execute this Agreement on behalf of Clean Haul.

23. **HEADINGS**.

The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Agreement.

24. **NO ADDITIONAL REPRESENTATIONS**

a. Clean Haul expressly acknowledges that in entering into this Agreement, it does not rely on any statement, representation, or warranty other than those expressly set out in this Agreement.

b. Clean Haul expressly acknowledges that it has been advised to seek its own separate legal counsel for advice with respect to this Agreement, and has had sufficient opportunity to do so. The Parties further agree that interpretation of this Agreement shall be made without regard to authorship or negotiation.

[SIGNATURES FOLLOW ON NEXT PAGE]

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**IN WITNESS WHEREOF**, Clean Haul and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on this Effective Date, the Effective Date hereof.

| "City" | "Clean Haul" |
|---|---|
| CITY OF ROSWELL | CLEAN HAUL LLC |
| _____ | _____ |
| By: Chad Cole<br>City Manager | By: Signatory<br>Title |

CITY SEAL

ATTEST:

_____
Amalia Martinez, City Clerk

Approved as to form:

_____
City Attorney

**EXHIBIT A: ORDINANCE NO. Ord Num**

## EXHIBIT B: COLLECTION FRANCHISE

1. **FRANCHISE DESCRIBED**

a. The Collection Franchise authorizes Clean Haul to engage in the business of collecting, transporting and disposing of solid waste kept, accumulated or produced in the City of Roswell and to use the public streets and rights of way for such purpose. The Collection Franchise is limited solely to residential and commercial customers with roll-off containers measuring over 20 yards. Clean Haul shall contract directly with its customers seeking solid waste collection and shall be solely responsible for providing such services for, roll-off systems, compactors, roll off vehicles, and qualified personnel, and for charging and collecting all fees from its customers associated with such service.

b. Clean Haul may determine the location of collection equipment such as receptacles and compactors, subject to approval by the City. Equipment may be placed in such areas that will be convenient to the customers being served, including equipment situated at such places as construction sites, shopping malls, grocery stores and business of that nature

c. Clean Haul shall only dispose of solid waste in an appropriate facility, whether located in the City or elsewhere, and may dispose of solid waste at the City's Municipal Landfill, subject to the same terms and conditions, including tipping fees and any other applicable charges, as any other commercial landfill customer, without right of offset against the Franchise Fees.

2. **VEHICLE AND EQUIPMENT MAINTENANCE AND INSPECTION**

a. Clean Haul hereby warrants that all of its vehicles and equipment utilized in the exercise of the Collection Franchise are fit and appropriate for the that purpose and maintained in accordance with industry standards and practices, and according to the requirements of law, and further covenants that it shall maintain all equipment and vehicles in such condition for the duration of this Agreement.

b. Clean Haul shall maintain on file with the City a complete and accurate listing of every vehicle operated for collecting, transporting, and disposing solid waste in the City. Each and every vehicle utilized in the exercise of the Collection Franchise shall prominently display Clean Haul's trade name, monogram or insignia, unique vehicle identification number, together with Clean Haul 's telephone number on both sides of the vehicle.

c. Clean Haul shall certify, in a form acceptable to the City, that every such vehicle conforms with local, state and federal law, including vehicle emission standards, and is regularly serviced and maintained in a roadworthy condition fit for the function contemplated in this Agreement. Clean Haul shall provide documentation of compliance on written request of the City.

d. The City shall have the right, but not the duty, to inspect any of Clean Haul's vehicles utilized in the exercise of the Collection Franchise upon reasonable request, in order to verify compliance with the requirements of this Section. Inspection by the City shall not, however, relieve, waive, transfer, excuse, diminish or abrogate Clean Haul's obligations under this Section, nor its sole duty to ensure safety, as provided for below.

3. **STAFFING**

Clean Haul shall remain sufficiently staffed to safely and competently undertake the activities contemplated in this Agreement, and shall ensure that each and every of its employees involved in the Collection Franchise is adequately trained for his or her particular job functions and is appropriately licensed as required by law. Clean Haul shall further implement an appropriate drug and alcohol testing program for any employees in safety sensitive positions or as otherwise mandated by Federal or State law.

4. **SAFETY**

a. Clean Haul shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with exercise of the Collection Franchise. It shall undertake all reasonable safety precautions and shall provide all reasonable protection to prevent property damage, personal injury or other loss to all employees and other persons who may be affected by the activities contemplated in this Agreement.

b. Clean Haul shall be responsible for sorting all loads by material type; clean fill, metal, construction debris, etc. In the event Clean Haul fails to comply with requirements of this subsection, the City preserves the right to reject the load.

c. In the event of that asbestos, or biohazard containing materials are discovered, Clean Haul shall be solely responsible for all clean up and environmental remediation, including but not limited to, any actual damages incurred to the City. Nothing in the preceding shall be deemed to or limit or supersede the meaning and effect of the Indemnification and Hold Harmless clause as found in paragraph 7 of this Franchise Agreement.

d. The City shall preserve the right to reject any load deemed contaminated or hazardous.

## 5. COMPLIANCE WITH LAW

a. Clean Haul shall keep fully informed of all state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in connection with the Collection Franchise, or the vehicles, materials or equipment used in the Collection Franchise, or in any way affecting the conduct of the Collection Franchise, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the Collection Franchise, including, without limitation, all such applicable laws, ordinances, regulations, orders and decrees touching upon worker health and safety, environmental compliance and transportation of hazardous wastes.

b. Clean Haul hereby warrants that it will comply with NMDOT regulations while transporting solid waste, including but not limited to, securing and covering all loads. Any violations of such shall be grounds to disallow access to City's solid waste disposal facilities. The City reserves the right to bar access to any driver of Clean Haul for any unruly conduct or inappropriate behavior. The City will issue Clean Haul a first warning written notice. In the event of a second violation the City may then issue a notice of trespass to Clean Haul's driver.

c. Clean Haul hereby warrants that it currently observes and complies with all such applicable laws, ordinances, regulations, orders and decrees, and that it shall remain in full such compliance, and shall cause all of its employees, agents, and subcontractors to so remain, throughout the Franchise Term, and all Renewal Terms.

d. Clean Haul shall further protect, defend and indemnify the City and it council members, officials, officers, agents and employees against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order, or decree, whether by Clean Haul or its directors, officers or employees.

## 6. LICENSES AND PERMITS

Clean Haul shall pay for at its own expense and obtain, and maintain in full force during the Franchise Term, and any Renewal Term, any and every permit or license necessary and appropriate for exercise of the Collection Franchise. Clean Haul shall provide copies of any permit or license required under this Section upon demand of the City. The Prior to being granted access

to City solid waste disposal facilities, all commercial drivers must provide evidence of NMDOT required permits such as, but not limited to a Solid Waste Haulers Permit, a copy of which will kept for City records. Solid Waste haulers permit must be renewed annually.

7. **RECORD KEEPING AND INSPECTION**

a. Clean Haul shall keep and maintain its books, records, documents and other evidence in connection with the Collection Franchise (and require its subcontractors to keep the same) and adopt accounting procedures and practices sufficient to reflect properly all charges and payments of whatever nature relating to the Collection Franchise, including any amounts chargeable or owing to the City. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout. Clean Haul's recordkeeping and accounting system must properly reflect all such fees, charges and payments as they are incurred or made, and must demonstrate support that all amounts charged or payed to the City are properly chargeable or paid in full in accordance with the terms of this Agreement.

b. Clean Haul shall maintain all records required by this Section for a period that is no shorter than 3 years from the termination or expiration of this Agreement, or the period required by law, whichever is longer. Clean Haul must not dispose of such documents prior to the expiration of this period without prior written approval from the City. The books and records of Clean Haul described in this Section shall be available to the City for inspection during regular business hours and such records shall be maintained in Roswell, New Mexico.

## EXHIBIT C: INSURANCE

1. **MINIMUM SCOPE OF INSURANCE**

a. Clean Haul shall procure and maintain for the duration of this Agreement the following minimum insurance against claims for injuries to persons or damages to property which may arise from or in connection with the activities of Clean Haul, its agents, representatives, employees or subcontractors, pursuant to this Agreement (check only those apply):

☒ I. **Commercial General Liability** ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

☒ II. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Clean Haul has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **$1,000,000.00** per accident for bodily injury and property damage.

☒ III. **Worker's Compensation** insurance as required by the State of New Mexico, with Statutory Limits and Employer's Liability Insurance with limit of no less than **$1,000,000.00** per accident for bodily injury or disease.

☐ IV. **Professional Liability** (Errors and Omissions) insurance appropriate to the profession, with limits no less than **$1,000,000.00** per occurrence or claim, **$2,000,000.00** aggregate.

☐ V. **Property Insurance** against all risks of loss to any structures, buildings, improvements, betterments or fixtures to real property made the subject of this Agreement, at full replacement cost with no coinsurance penalty provision.

☐ VI. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project made the subject of this Agreement and no coinsurance penalty provisions.

☐ VII. **Pollution Legal Liability** insurance applicable to Clean Haul's activities under this Agreement, with limit no less than **$1,000,000.00** per occurrence or claim, **$2,000,000.00** aggregate.

☐ VIII. **Asbestos Pollution Liability** insurance applicable to Clean Haul's activities under this Agreement, with limit no less than **$1,000,000.00** per occurrence or claim, **$2,000,000.00** aggregate.

☐ IX. **Liquor Liability** insurance in an amount not less than **$1,000,000.00** combined single limit bodily injury and property damage per occurrence and **$2,000,000.00** annual aggregate limit per location.

b. If Clean Haul maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by Clean Haul.

2. **ADDITIONAL INSURED/LOSS PAYEE STATUS**

a. The City, its council members, officials, officers, employees, agents, and volunteers are to be covered as additional insured on any CGL, automobile, pollution, asbestos, and/or liquor liability policy required under this Exhibit, with respect to liability arising out of the activities performed by or on behalf of Clean Haul, including materials, parts or equipment furnished in connection with such activities. General Liability coverage can be provided in the form of an endorsement to Clean Haul's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, or CG 20 38; and CG 20 37 form is later revisions used).

b. The City shall further be named as a loss payee in regard to its property made the subject of this Agreement on any property and builder's risk insurance.

3. **PRIMARY COVERAGE**

For any claims related to this Agreement, Clean Haul's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its council members, officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its council members, officials, officers, employees, agents, and volunteers shall be excess of Clean Haul's insurance and shall not contribute to it.

4. **NOTICE OF CANCELLATION**

Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City.

5. **INSTALLATION FLOATER**

If this Agreement requires Builder's Risk insurance, the City may permit an Installation Floater in lieu of such insurance for construction projects not involving new or major reconstruction. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion, or adjustment of existing buildings, structures, process, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during performance of work under this Agreement, including during transit, installation, and testing at the City's site.

6. **TRANSPORTATION POLLUTION LIABILITY**

If this Agreement involves the transportation of any hazardous waste, the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Clean Haul pursuant to this Agreement. This coverage may also be provided on Clean Haul's Pollution Liability policy.

7. **WAIVER OF SUBROGATION**

Clean Haul hereby grants to the City a waiver of any right to subrogation which any of Clean Haul's insurers may acquire against the City by virtue of the payment of any loss under such insurance. Clean Haul agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

8. **SELF INSURED RETENTIONS**

Self-insured retentions must be declared to and approved by the City. The City may require Clean Haul to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administrations, and defense expenses within the retention.

9. **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers authorized to conduct business in the State of New Mexico with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

10. **CLAIMS MADE POLICIES**

a. If any of the required policies provide claims-made coverage:

i. The Retroactive Date must be shown, and must be before the Effective Date of this Agreement or the beginning of Work hereunder.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Work.

iii. If coverage is canceled or not renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, Clean Haul must purchase "extended reporting" coverage for a minimum of five years after completion of the Work.

b. The City will not accept claims-made coverage for the GCL policy.

11. **VERIFICATION OF COVERAGE**

a. Clean Haul shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Exhibit, including additional insured and/or loss payee status. Clean Haul shall demonstrate additional insured and loss payee status, notice of cancellation and waiver of subrogation as required in this Exhibit by amendatory endorsement and the City will not accept certificates of insurance in lieu of endorsements to show compliance with such requirements.

b. All certificates and endorsements are to be received and approved by the City before Clean Haul may exercise the Collection Franchise. Failure to obtain the required documents prior to exercise of the Collection Franchise, however, shall not waive Clean Haul's obligations to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications at any time.

12. **SPECIAL RISKS OR CIRCUMSTANCES**

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 35.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Legal
**CONTACT:** Hessel Yntema **CHAIR:** Ed Heldenbrand

## ACTION REQUESTED:
Ordinance 24-19: Hold a public hearing to consider adopting proposed Ordinance 24-19 Amending the Roswell City Code, Chapter 6. (Heldenbrand/Halvorson)

## BACKGROUND:
Initiated by: Councilors Cavin and Halvorson

This Ordinance will make building permits, inspections fees, or other charge created by Ordinance, Resolution, or Department Rule or Regulation that relate to construction or refurbishing of condemned housing $1.00.

## FINANCIAL CONSIDERATION
In the process of being determined.

## LEGAL REVIEW:
The City Attorney drafted this Ordinance.

## BOARD AND COMMITTEE ACTION:
Legal Committee voted 3-0 to refer to City Council at their meeting on September 26, 2024.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

Ordinance 24-19

**ORDINANCE 24-19**

**AN ORDINANCE TO AMEND THE ROSWELL CITY CODE, CHAPTERS 6.**

**WHEREAS,** the City Council desires to encourage the development, construction, revitalization, and rehabilitation of single-family and multi-family units to provide clean, safe, and adequate housing for residents at all socio-economic levels and in all areas of the city; and

**WHEREAS,** the City Council further recognizes the negative impacts that an inadequate supply of housing units has on the local and regional economy; and

**WHEREAS,** the City Council hereby intends to amend certain sections of the City of Roswell Municipal to increase construction, renovation, and/or rehabilitation of single-family and multi-family housing units;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION 1 Chapter 6- Building and Building Regulations of the Roswell City Code is hereby amended to include the following:

**Sec. 6-1. Fees**

Any first building permits, inspection fees, or other charge created by Ordinance, Resolution, or Departmental Rule or Regulation that relate to construction or refurbishing of condemned housing are hereby adjusted to $24.00, per owner.

Sec. 6.2 to Sec. 6.5 reserved.

SECTION 2.

SECTION 3. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 4. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 5. This ordinance shall be effective after five (5) days following its publication as required by law.



DRAFT

PASSED, ADOPTED, SIGNED and APPROVED ________, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

DRAFT

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 36.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Legal
**CONTACT:** Hessel Yntema **CHAIR:** Ed Heldenbrand

## ACTION REQUESTED:
Ordinance 24-20: Hold a public hearing to consider adopting proposed Ordinance 24-20 Amending the Dedication of a Municipal Local Option Gross Receipts Tax. (Corn/Heldenbrand)

## BACKGROUND:
Initiated by: Mayor Pro Tem/ Heldenbrand

This Ordinance will dedicate a five sixteenths (0.3125%) for the following: 1. Provide an ambulance system in good repair and pay legitimate expenses of its operation; 2. Create and maintain an ambulance service creation fund of no less than three million dollars ($3,000,000.00) 3. All remaining funds shall be expended for Roswell's Public Safety needs.

## FINANCIAL CONSIDERATION
No change to total general revenue.

## LEGAL REVIEW:
The City Attorney drafted this Ordinance.

## BOARD AND COMMITTEE ACTION:
Legal Committee recommended to send to Finance Committee 3-0 at their meeting on September 26, 2024. Finance Committee recommended approval 4-0 at their meeting on October 3, 2024.

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

Ordinance 23-10 Adopting Municipal GRT
Draft Ord 24-20

**ORDINANCE 23-10**

**AN ORDINANCE ADOPTING A MUNICIPAL GROSS RECEIPTS TAX**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION 1. **Imposition of Tax.** There is imposed on any person engaging in business in this municipality for the privilege of engaging in business in this municipality an excise tax equal to five-sixteenths of one percent (0.3125%) of the gross receipts reported or required to be reported by the person pursuant to the New Mexico Gross Receipts and Compensating Tax Act as it now exists or as it may be amended. The tax imposed under this ordinance is pursuant to the Municipal Local Option Gross Receipts Taxes Act as it now exists or as it may be amended and shall be known as the "unrestricted municipal gross receipts tax."

SECTION 2. **General Provisions.** This ordinance hereby adopts by reference all definitions, exemptions and deductions contained in the Gross Receipts and Compensating Tax Act as it now exists or as it may be amended..

SECTION 3. **Specific Exemptions.** No municipal gross receipts tax shall be imposed on the gross receipts arising from:

A. transporting persons or property for hire by railroad, motor vehicle, air transportation or any other means from one point within the municipality to another point outside the municipality;

B. a business located outside the boundaries of a municipality on land owned by that municipality for which a state gross receipts tax distribution is made pursuant to Subsection C of Section 7-1-6.4 NMSA 1978; or

C. direct broadcast satellite services.

SECTION 4. **Dedication.** Revenue derived from the above five-sixteenths (0.3125%) tax shall be used in the following priority:

A. To provide an ambulance system in good repair and to pay legitimate expenses of its operation;

B. All remaining funds shall be put into a special public safety fund for safety and medical equipment and vehicles.

SECTION 5. **Effective Date.** The effective date of the municipal gross receipts tax shall be either January 1, or July 1, whichever date occurs first after the expiration of three months from the date this ordinance is adopted, unless an election is held on the question of approving the ordinance, in which case the effective date shall be either January 1 or July 1, whichever date occurs first after the expiration of three months from the date when the results of the election are certified to be in

favor of the ordinance's adoption and the adopted ordinance is delivered or mailed to the Taxation and Revenue Department.

PASSED, ADOPTED, SIGNED and APPROVED 14th day of September.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST

Amalia Martinez, City Clerk

**ORDINANCE 24-20**

**AMENDING THE DEDICATION OF A MUNICIPAL LOCAL OPTION GROSS RECEIPTS TAX**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO** that Section 4 of Ordinance Number 23-10, effective January 1, 2024, and imposing a five-sixteenths of one percent (0.3125%) tax is amended to read:

**Section 4**. Dedication. Revenue derived from the above five-sixteenths of one percent (0.3125%) tax shall be used in the following priority:

A. To provide an ambulance system in good repair and to pay legitimate expenses of its operation;
B. Create and maintain an ambulance service fund of no less than three million dollars ($3,000,000.00);
C. All remaining funds shall be expended for Roswell's public safety needs.

The effective date of this amendment shall be (January 1 or July 1), whichever date occurs first after the expiration of at least three months from the date this ordinance is delivered or mailed to the Taxation and Revenue Department.

ADOPTED BY THE GOVERNING BODY OF ROSWELL, NEW MEXICO THIS DAY OF _____2024 .

SIGNED and APPROVED ___ _____, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

DRAFT

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 37.
**Meeting Date:** 11/14/2024
**COMMITTEE:** N/A
**CONTACT:** N/A **CHAIR:** Ed Heldenbrand

## ACTION REQUESTED:
Hold a public hearing and vote on a Restaurant A (Beer and Wine) Liquor License with on-premises consumption and a Wavier as the premises is located within 300ft. of the nearest church for The Saucer, LLC d/b/a/ The Saucer, located at 1400 W 2nd Suite O, Roswell, NM 88203. (Heldenbrand/Yntema)

## BACKGROUND:
Initiated by: The Saucer

Under NMSA 1978 § 60-6B-4, the governing body is required to conduct a public hearing on the application and must, by roll call vote, approve or disapprove the requested application. The hearing is quasi-judicial in nature and must be conducted accordingly.The Saucer, LLC d/b/a/ The Saucer, located at 1400 W 2nd Suite O, Roswell, NM 88203, has applied for a Restaurant A (Beer and Wine) Liquor License with on-premises consumption and a Wavier as the premises is located within 300ft. of the nearest church.

In considering whether to approve or disapprove the application, the governing body may only disapprove of the application if it finds substantial evidence to support one of the follows:

- The proposed location is within an area which the sale of alcoholic beverages is prohibited by the laws of New Mexico; or
- The issuance or transfer would be in violation of zoning or other ordinance of the governing body; or
- The issuance or transfer of a license would be detrimental to the public health, safety, or morals of the residents of the local option district. The governing body is required to notify the Director of Alcohol and Gaming Division of the New Mexico Regulation and Licensing Department within thirty (30) days of the public hearing whether it has approved or disapproved the application. This is done by the City Clerk.

## FINANCIAL CONSIDERATION
Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body.

## LEGAL REVIEW:
The City Attorney has provided the notes for the Council's consideration of the application under the staff recommendation below.

## BOARD AND COMMITTEE ACTION:
Due to the time constraints of the Liquor Control Act the applications do not go to a board or committee.

## STAFF RECOMMENDATION:
City staff does not make a specific recommendation, but notes the following for the City Council's consideration:

- Because the Alcohol and Gaming Division has granted preliminary approval of the application, the Applicant has established a prima facie entitlement to the license. The burden of disapproval then shifts to the City.
- New Mexico case law has held that the Director of Alcohol and Gaming Division of the New Mexico Regulation and Licensing Department may still issue a license to The Saucer, LLC d/b/a/ The Saucer, located at 1400 W 2nd Suite O, Roswell, NM 88203., despite municipal disapproval if there is insufficient evidence to support the disapproval, or if the disapproval is not based on the evidence specific to the applicant or the location. A general disapproval of alcoholic beverage sales is not a valid basis for denial or the license and is consequently not relevant to the decision to be made by the governing body.
- There does not appear to be evidence that the location is in the area where the sale of alcoholic beverages is prohibited by state law.
- There does not appear to be evidence that the sale of alcohol at the location would be in violation of any City zoning law or other ordinance.

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**Attachments**

The Saucer State Application

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NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip A. Sanchez, Director

September 30, 2024

USPS Certified Mail Receipt No.: 7021 2720 0001 2204 8709

7021 2720 0001 2204 8709

RECEIVED

OCT 07 2024

CITY CLERK
ROSWELL, NM

City of Roswell
Amalia Martinez, City Clerk
425 N Richardson Ave.
Roswell, NM 88201

| | |
|---|---|
| Name of Applicant: | The Saucer, LLC |
| Doing Business As: | The Saucer |
| Proposed Location: | 1400 W. 2nd Street<br>Roswell, NM 88201 |

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted Conditional Preliminary Approval. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

**Notice of the Public Hearing** required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. The first notice must be published at least thirty (30) days before the hearing. **Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer," we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

Applicant is seeking a Restaurant A (Beer and Wine) Liquor License with on-premises consumption. Applicant is requesting a Waiver as the premises is located within 300 ft. of the nearest church.

**Within thirty (30)** days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

*Tammy Sandoval*

**Tammy Sandoval**
Admin. Law Judge | Hearing Officer
Alcoholic Beverage Control Division
Phone: (505) 795-4165 | Fax: (505) 476-4595
Email: Tammy.Sandoval@rld.nm.gov

**Enclosures:**

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of the Zoning Statement

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Received
JUL 22 2024
Alcoholic Beverage Control

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

# Restaurant Liquor License Application | $200.00 Application Fee, non-refundable

ABC USE ONLY: Application Fee $200.00 Received on: 7.22.24 Receipt No. _____
License Fee $ _____ Received on: _____ Receipt No. _____

Application Number: _____ Local Option District: _____

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**TYPE of APPLICATION:** *Check appropriate box*

☒ Restaurant A | Beer & Wine only | License Fee, pro-rated, due at final: $1,050.00
☐ Restaurant B | Beer, Wine & Spirits | License Fee, pro-rated, due at final: $10,000.00

**Applicant is:** ☐ Individual ☒ Limited Liability Company ☐ Corporation ☐ Partnership (General/Limited)

Applicant /Company Name: THE SAUCER LLC

D/B/A Name: The SAUCER

Email: (required) THESAUCERLLC@GMAIL.COM Business Phone No: (575) 626-9898

Mailing Address: 1108 W SUMMIT, ROSWELL, NM 88203

Physical location, if different: 1400 W 2ND, SUITE "O", ROSWELL NM 88201
(Include Street number / Hwy number / State Road, City, State, and Zip Code)

County: CHAVES

Are alcoholic beverages currently being dispensed at the proposed location? ☐ Yes ☒ No If Yes, License # / Type: _____

As defined in §60-3A-3. V. "Restaurant", *means an establishment having a New Mexico resident as a proprietor or manager … as a place where food is prepared and served primarily for on-premises consumption to the general public in consideration of payment and that has a dining room, a kitchen and the employees necessary for preparing, cooking and serving food: … does not include establishments as defined in rules promulgated by the director serving only hamburgers, sandwiches, salads and other fast foods;*
I qualify as a "Restaurant"? ☒ Yes ☐ No

Is food service the primary source of revenue and accounts for 60% or more of the total gross receipts at current licensed premises? ☒ Yes ☐ No

Is Food Service Permit current? ☒ Yes, attached ☐ No

I have attached **photos of the Dining Room and Kitchen** and included a **copy of the Menu.** ☒ Yes ☐ No

Days and Hours of Operation? WEDNESDAY, THURSDAY, FRIDAY 4PM-10PM, SATURDAY, SUNDAY 10AM-10PM

I understand that a restaurant license requires that the establishment is not a bar-like setting and the hours for sales and/or service of alcoholic beverages are only from 7:00am to 11:00pm or until food sale and service ceases, whichever is earlier? ☒ Yes ☐ No

Contact Person: ISAAC COLON Phone #: (575) 626-9898 Email: THESAUCERLLC@GMAIL.COM

Application No._____

You must sign before a Notary Public.

I, (print name) Angelica Woods, as (Title) Owner being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

Signature of Applicant: _____ Date: July - 11 - 2024

**Notary Public Use Only:** (State of New Mexico, County of Chaves)

SUBSCRIBED AND SWORN TO before me this 11th day of July, 2024

By Affiant: Angelica Woods

Notary Public: Amy Z Stites

My Commission Expires on: 11-7-2024

STATE OF NEW MEXICO
NOTARY PUBLIC
AMY Z. STITES
COMMISSION# 1092562
EXP. 11-07-2024

**Local Option District Use Only:**

Local Governing Body of _____ City, County, Town, Village

Public Hearing held on _____ 20____ Decision: ☐Approved ☐Disapproved

Signature of Official: _____ Title: _____

**ABC USE ONLY:**

☐APPROVED ☐DISAPPROVED, _____

Done this _____ Day of _____, 20____.

SIGNED BY DIRECTOR: _____

**ASSIGNED LICENSE NO.** _____ **EXPIRES ON:** _____

Reviewed, with copy sent to Licensee via ☐Email, ☐Fax, ☐1st class mail

By: _____ Date: _____

COPY

## Premises Location, Ownership, and Description | NMSA §60-6B-10 | Page 2

1. The land and building which is proposed to be the licensed premises is: (check one)

☐ Owned by Applicant, copy of deed/document attached

☒ Leased by Applicant, copy of lease/document attached

☐ Other (provide details): _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): PAUL PAULUS & RONNIE MAYES

B. Date and Term of Lease: JANUARY 16TH 2024, MONTHLY LEASE

3. Premises location is Zoned (example C-1, see Zoning Statement): C-2 COMMUNITY COMMERCIAL DISTRICT

Zoning Statement attached, ☒ Yes ☐ No Must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance* from nearest Church: (Property line of church to closest point of licensed premises—shortest distance)

Name of Church: IGLESIA MAXEL CHURCH Miles/feet: 312 FT

Address/location of Church: 207 S SUNSET

5. Distance* from nearest School: (Property line of school to closest point of licensed premises—shortest distance)

Name of School: EL CAPITAN ELEMENTARY Miles/feet: 1.27 MILES

Address/location of School: 2807 W BLAND, ROSWELL NM 88203

6. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and must be labeled with designated areas highlighted, which will reflect the proposed Licensed Premises.

7. Type of Operation: ☐ Hotel ☐ Lounge ☐ Package Grocery ☐ Racetrack

☒ Restaurant ☐ Craft Distiller ☐ Small Brewer ☐ Winery ☐ Wholesaler

☐ Other (specify): _____

*NOTE: If the distance is beyond 300 feet, but less than 400 feet, and the Applicant does not admit that the location is within 300 feet and requests a waiver from the LOD, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

ROSWELL believe.

COPY

Community Development

# Zoning Verification Letter

**For The Saucer LLC**

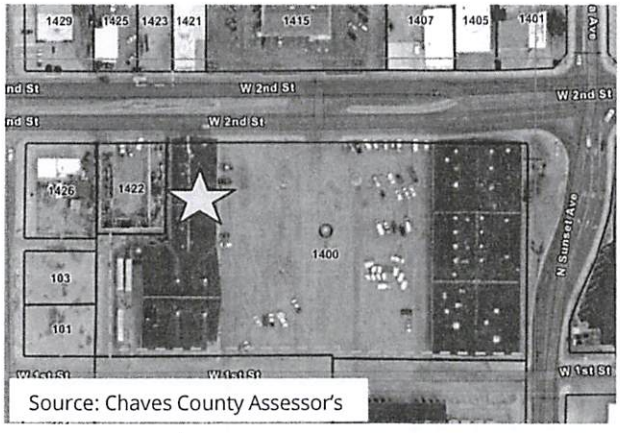
**1400 W 2nd Street Suite O in Roswell, New Mexico 88201**

Property Legal Description: : S: 6 T: 11S R: 24E NE4NE4NE4 LESS N50 & E60 & LESS S150 N180 W100 & LESS 1803 SF TO CITY & LESS S301.70 FT W281.00 FT E340.50 FT M/L - LESS W345.7 FT E686.2 FT S304.5 FT N661.5 FT BK: 618 PG: 891 WD , BK 677 PG 247 (Roswell, Chaves County)

**Zoning District: C-2 Community Commercial District**

July 16, 2024

State of New Mexico
Regulation & Licensing Department
Alcohol and Gaming Division
PO Box 25101
Santa Fe, New Mexico 87504-5101



Source: Chaves County Assessor's



Source: City of Roswell Zoning Map

To Whom It May Concern:

This zoning verification letter is per the request of Angelica Woods, Owner of The Saucer LLC. This letter certifies that according to the City of Roswell's Official Zoning Map, the property located at **1400 W 2nd Street Suite O in Roswell, New Mexico is zoned C-2 (Community Commercial District)**. Liquor Service and Stores and Restaurants/Food/Drink/Lounges/Liquor are uses-by-right in the C-2 Zoning District. Per the *Roswell Zoning Ordinance* 20-08 Amended August 13, Article 32: C-2 Community Commercial District 2. Use Regulations A. Permitted Uses are as follows:

7. Liquor Service and Stores;
20. Restaurants/food/drink/lounges/liquor.

Note that for a full understanding of what is permitted or prohibited by the City of Roswell's Municipal Code, please refer to the Municipal Ordinance in its entirety through the City's website at https://library.municode.com/nm/roswell/codes/code_of_ordinances.

Sincerely,
*Merideth Hildreth*

Merideth Hildreth, M.A., AICP Planning & Zoning Administrator
City of Roswell
575.637.6294 m.hildreth@roswell-nm.gov

roswell-nm.gov

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 38.
**Meeting Date:** 11/14/2024
**COMMITTEE:** Legal
**CONTACT:** Hessel Yntema **CHAIR:** Ed Heldenbrand

## ACTION REQUESTED:
Approval of the 2024 Strategic Plan for the RAC. (Heldenbrand/Yntema)

## BACKGROUND:
Initiated by: Hess Yntema

Mead & Hunt Consultants developed a strategic plan for the RAC with a focus on developing a mission, vision, goals and action plan for the next 5 years. The Strategic Plan outlines the following areas: Airport Profile, Geographic Area Airfield Infrastructure and Developable Land Airport Governance Financial Management & Grant Assurance Requirements, Financials Goals & Objectives.

## FINANCIAL CONSIDERATION
No financial impact at this time.

## LEGAL REVIEW:
City Attorney has reviewed this item.

## BOARD AND COMMITTEE ACTION:
Legal Committee referred to City Council to consent agenda, vote 4-0, at their meeting on October 24, 2024.

## STAFF RECOMMENDATION:
Staff recommends to proceed as presented.

**Attachments**

Strategic Plan



# ROSWELL

# Air Center Strategic Plan

**OCTOBER**

2024



Mead & Hunt

AMCG

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*Airfield Infrastructure and Developable Land* ..... *4*

*Airport Governance* ..... *6*

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# LETTER FROM THE MAYOR

ROSWELL
New Mexico

City of Roswell
Office of the Mayor

The City of Roswell and the Airport Advisory Commission are pleased to share the Fiscal Year 2024-2029 Strategic Plan with all stakeholders involved with the Roswell Air Center (RAC), as well as the surrounding region.

Due to the need to better utilize the RAC to become a primary economic driver in Roswell/Chaves County, and throughout Southeastern New Mexico, it is anticipated that this Strategic Plan will provide the framework for future economic development in our area. The available infrastructure at the RAC and the potential for increasing use of this infrastructure, in conjunction with the large undeveloped acreage at the RAC, provides our area with a unique opportunity to ensure continual expansion of economic viability and good, high paying jobs into the foreseeable future.

The recent acquisition of the National Championship Air Races (NCAR) to their new home at the RAC will be the catalyst to provide additional economic incentive to relocate aircraft industry firms from around the world to a business-friendly air center that will encourage everyone involved with the RAC to grow and prosper. We are committed to finding opportunities for both our existing and our future partners in the process of developing the RAC, as we make decisions that will provide long term viability for the future of the air center, this will economically benefit our area and all Southeastern New Mexico.

This Strategic Plan has been researched and configured to allow flexibility in implementing the economic opportunities that will come to the RAC and the opportunities that the RAC will work to bring to fruition to fully utilize the air center. Strong leadership, good planning, hard work, and the strong desire for Roswell/Chaves County to grow and economically prosper for the benefit of all stakeholders at the RAC, as well as the population of Southeastern New Mexico, will be guided and enhanced by the outline provided by this Strategic Plan.

Timothy Z. Jennings
Mayor, City of Roswell

PO Box 1838
Roswell, NM 88202-1838

TEL: 575.624.6700
FAX: 575.624.6709

roswell-nm.gov

## GRATITUDE

The 2024 Roswell Air Center (RAC, Airport) Strategic Plan was developed at the direction of the Roswell City Council, guided by the Airport Advisory Commission and RAC Staff with additional guidance from a dedicated stakeholder advisory group, and managed by the Mead & Hunt and AMCG consulting team. Roswell Air Center appreciates the time and dedication of its stakeholders to help shape the future of RAC and its place in the region.

ROSWELL
Air Center (ROW)

### Strategic Plan Advisory Group

#### CITY OF ROSWELL

**Chad Cole**
City Manager

**Lance Bateman**
Police Chief

**Robert Corn**
City Counselor

**Edward Heldenbrand**
Mayor Pro Tem

**Matt Miller**
Fire Chief

**Tim Jennings**
Mayor

#### CHAVES COUNTY

**Bill Williams**
Manager

**Karen Sanders**
Emergency Manager

#### AIRPORT

**Don Fisher**
Security Coordinator

**Jenna Lanfor**
Deputy Director

**Jennifer Griego**
Director

#### RCCEDC

**Mike Espiritu**
President & CEO

#### AAC

**Bud Kunkel**
Chair

**Jon Hitchcock**
Member

**Matt McDonald**
Member

#### ENMU - ROSWELL

**Shawn Powell**
President

### Airport Advisory Commission (AAC)

**Bud Kunkel**
Chair

**Matt McDonald**
Member

**Shawn Powell**
Member

**Mike Espiritu**
Vice Chair

**Jon Hitchcock**
Member

**Jennifer Griego**
Airport Director

### Strategic Plan Consulting Team

**Kevin Nuechterlein**
Mead & Hunt

**Jeff Kohlman**
AMCG

**Kevin Smith**
Mead & Hunt

**Joe Walker**
AMCG

ROSWELL AIR CENTER

# 2024 STRATEGIC PLAN



## ROSWELL AIR CENTER OVERVIEW

RAC is located five miles south of the City Business District and supports scheduled passenger air service, air cargo, business, and private general aviation operations. RAC's fixed base operator (FBO), Avflight, provides fueling services and pilot resources.

In 2024, the Airport was selected by the Reno Air Racing Association (RARA) to host the annual national air race event starting in 2025. This will add to the numerous festivals and events hosted in Roswell annually and will put RAC on center stage.

RAC has a dynamic history, present, and future, which includes several unique functions:

- Served as Walker Air Force Base until 1967. When it closed, it was the largest base of the US Air Force Strategic Air Command.
- Served as a platform for Felix Baumgartner's jump from a gas-powered balloon in 2012.
- Served by American Airlines with three flights a day to Dallas-Fort Worth, TX (DFW).
- Serving as the new home for National Championship Air Races (NCAR) in 2025.
- Serving as a launchpad for Air Force projects involving stratospheric balloons.
- Serving as a storage facility for retired aircraft.
- Serving as a launchpad for a manufacturer of High Altitude Platform Systems (HAPS).

## Airport Profile

**Airport Name**
Roswell Air Center (RAC)

**FAA Airport Identifier**
ROW

**City and State**
Roswell, New Mexico

**Distance - City Business District**
5 miles south

**Airport Sponsor**
City of Roswell

**Type of Airport Sponsor**
City

**Airport Governing Body**
Roswell City Council

**Type of Airport Governing Body**
Elected

**Airport Advisory Body**
Yes (appointed Board)

**Airport Operator**
City of Roswell

**Type of Airport Operator**
Airport Department

**Airport Management**
Full Time

**Number of Employees**
13 Full-Time Equivalent (FTE)
12 (full-time) 2 (seasonal)

**Part of NPIAS**
Yes

**Type of NPIAS Airport**
Primary: Non-Hub

**Part 139 Classification**
Class I

**Air Traffic Control Tower**
Yes

**ARFF Index**
A

**Airport Acres**
5,029 acres

## Geographic Area

Roswell Air Center is located five miles south of the center of Roswell, New Mexico. The Air Center is situated in the high plains of southeast New Mexico, east of Ruidoso and the White Sands National Park and just west of the Pecos river on US Highway 285. **Figure 1** shows RAC's location in relation to the downton business district, and **Figure 2** shows the Air Center's location within the wider region along with the many regional attractions.

*Photo: Hangar 84*



*Figure 1: Airport Location*

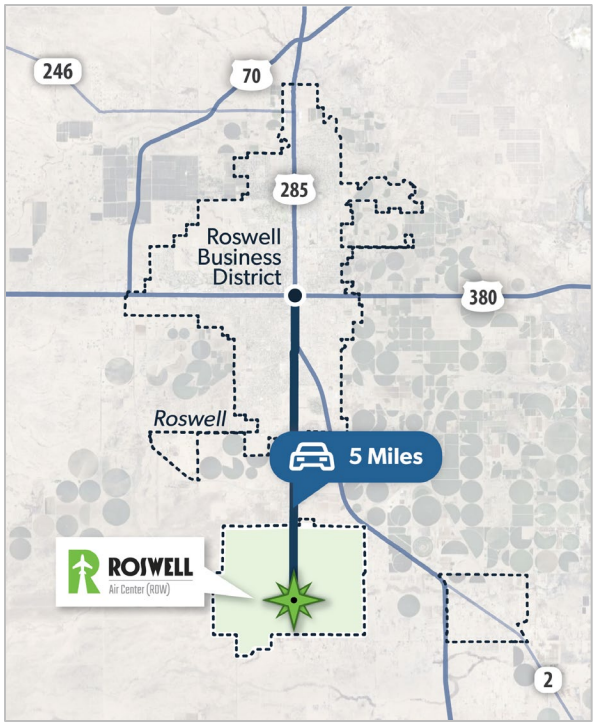
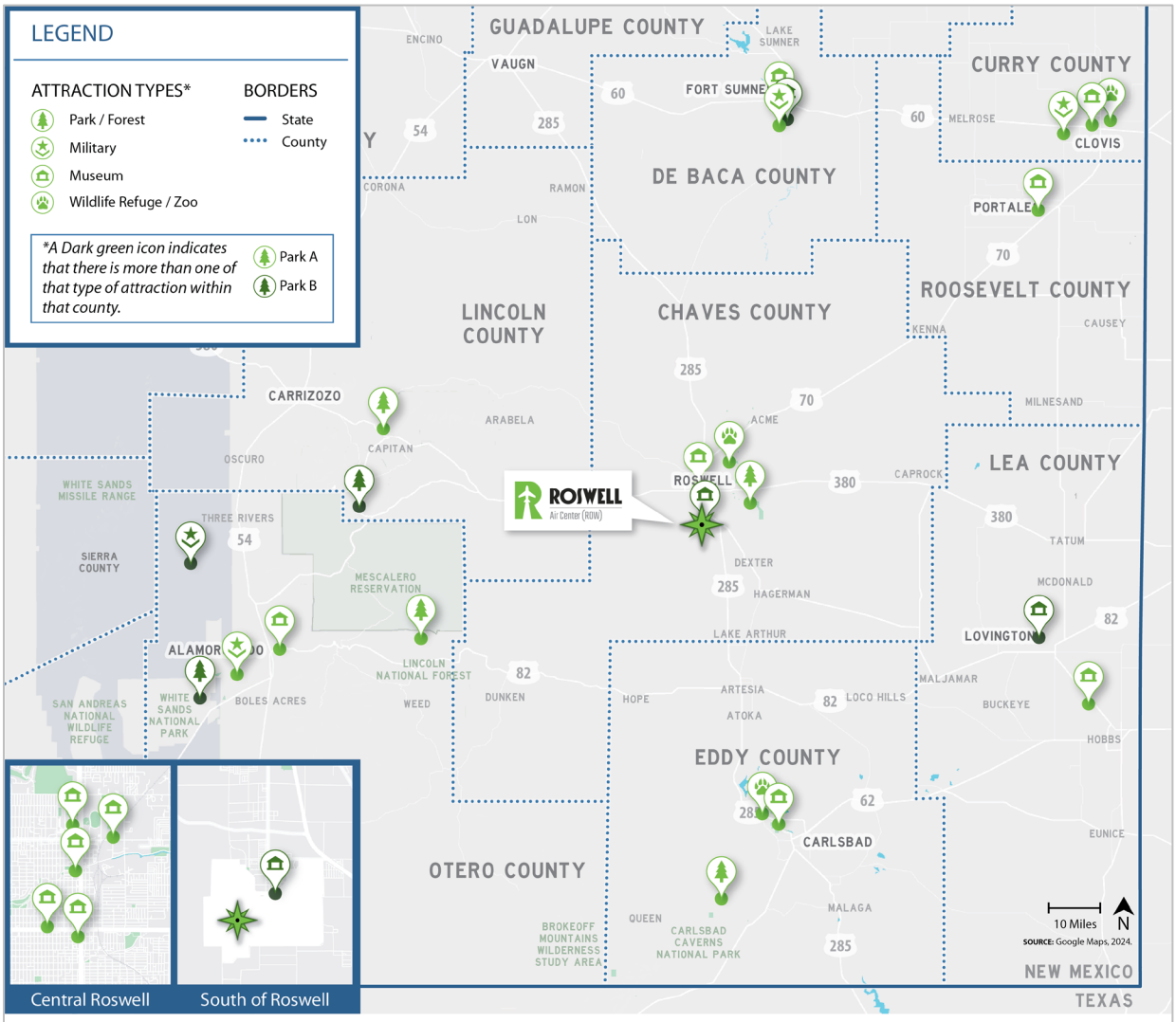


*Figure 2: Region*




## ATTRACTIONS BY COUNTY

### CHAVES COUNTY

- Bitter Lake National Wildlife Refuge
- Bottomless Lakes State Park
- Central Roswell (North to South):
  - McBride Museum at NMMI
  - Anderson Museum of Contemporary Art
  - Roswell Museum & Robert H. Goddard Planetarium
  - Historical Society for SE New Mexico
  - International UFO Museum & Research Center
- South of Roswell:
  - Walker Aviation Museum

### CURRY COUNTY

- Hillcrest Park Zoo
- Norman & Vi Petty Rock 'N' Roll Museum
- Cannon Air Force Base

### DE BACA COUNTY

- Billy The Kid Museum
- Billy the Kid's Grave and Visitor Centre
- Fort Sumner Historical Site

### EDDY COUNTY

- Living Desert Zoo & Gardens State Park
- Carlsbad Caverns National Park
- Carlsbad Museum

### LINCOLN COUNTY

- Smokey Bear Historical Park
- Two Rivers Ruidoso River Park (Lincoln National Forest)

### LEA COUNTY

- Western Heritage Museum and Lea County Cowboy Hall of Fame
- Lea County Museum

### OTERO COUNTY

- Lincoln National Forest
- White Sands National Park
- International Space Hall of Fame
- Holloman Air Force Base
- White Sands Missile Range (Military Base)

### ROOSEVELT COUNTY

- Blackwater Draw Museum

## Airfield Infrastructure and Developable Land

RAC has 3,119 acres of developable land. Of that total acreage, 2,564 acres are classified as aeronautical developable areas with direct access to the airfield, and 555 acres are classified as non-aeronautical developable area. Due to previous contamination during active military operations, some of this land will be encumbered and likely not an area of focus for future development. **Table 1** provides the details of the airfield infrastructure at RAC. **Figure 3** shows the type of development allowed throughout RAC's property and **Figure 4** shows the businesses on the Air Center by type.



> ***"The only limit is the one you set yourself."***
>
> ***— Felix Baumgartner***

*Table 1: Airfield Infrastructure*

| Airfield Infrastructure | Details | | |
|---|---|---|---|
| **Runway 03/21** | | | |
| Length / Width | 13,000 ft. x 150 ft. | | |
| Weight Bearing Capacity | Single Wheel: 100,000 lbs | Double Wheel: 200,000 lbs | Double Tandem: 400,000 lbs |
| Design Aircraft | C-II | | |
| Taxiways | B, D, E, F | | |
| Precision Approach | Runway 21 (PIR) | | |
| Non-Precision Approach | Runway 03 (NPI) | | |
| **Runway 17/35** | | | |
| Length / Width | 10,008 ft. x 100 ft. | | |
| Weight Bearing Capacity | Single Wheel: 77,000 lbs | Double Wheel: 104,000 lbs | Double Tandem: 165,000 lbs |
| Design Aircraft | C-II | | |
| Taxiways | A, C, G, H, J, M | | |
| Precision Approach | Runway 17 (PIR), Runway 35 (PIR) | | |
| Non-Precision Approach | No | | |

*Figure 3: RAC Developable Areas*

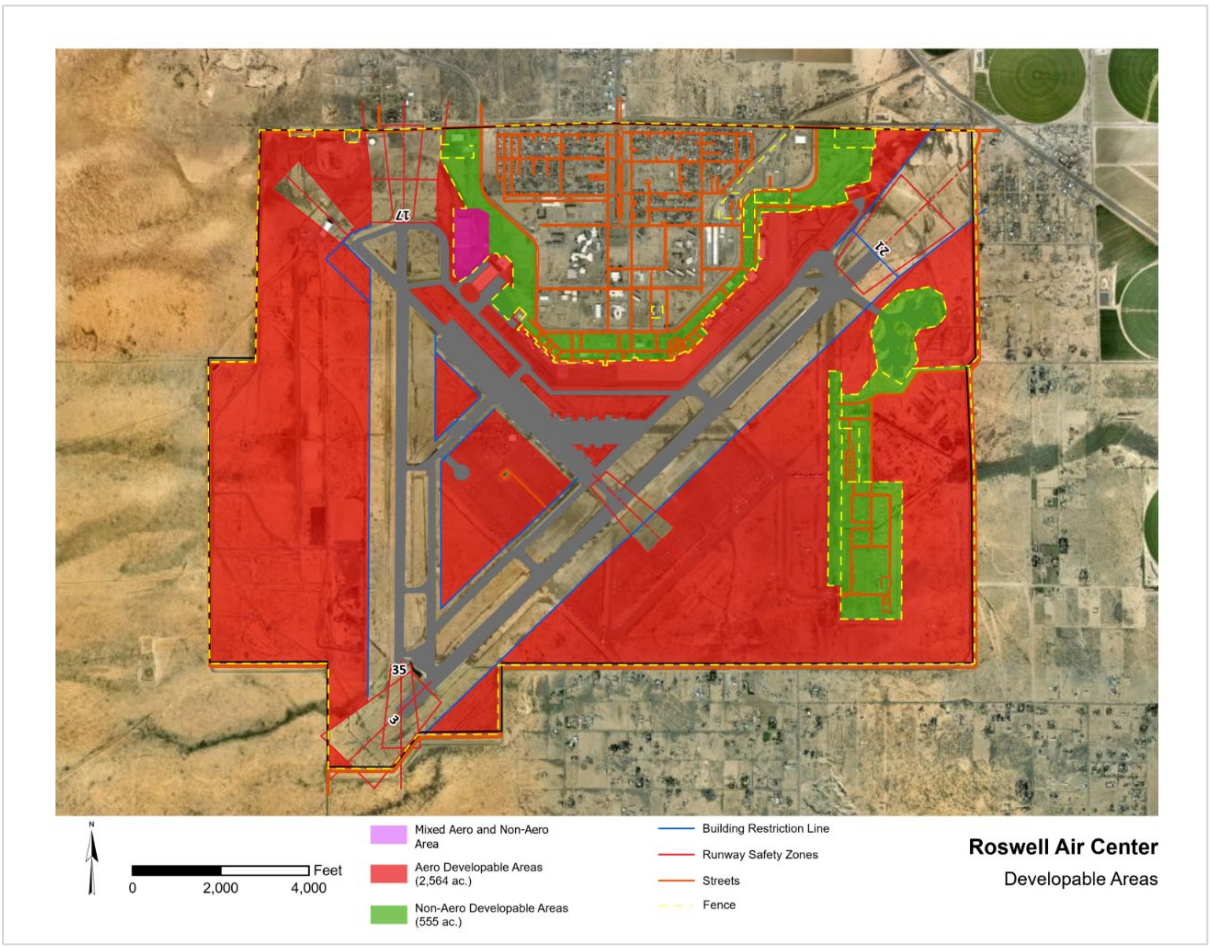



*Figure 4: Businesses on Airport Property*

**Aeronautical**

Aerodesign

Bureau of Land Management SEAT Base

Cessna Aircraft Company

Dean Baldwin Painting

SCEYE, Inc.

**Aircraft Parking**

5 by 5 Services (Aircraft Scrap)

American Airlines

CAVU Aerospace

Jetran

Pac Blue Aerospace

**Rental Car**

Avis/Budget

Enterprise Rent-A-Car

Hertz Rent-A-Car

**Storage**

SITA SCRL

**MRO**

AerSale, Inc.

CAVU Aerospace

General Airframe Support

**FBO**

AVFLIGHT

**Maint. Tech**

Federal Aviation Administration

**Medivac**

Air Methods

Trans Aero

**Other**

ILEA

Millennium Transit

Summit Foods

Walker Aviation Museum

**Non-Aviation**

AEVEX

Alien City Dragway

Almond Painting

Biltwise Structures

Bravo-3 Holdings LLC

Clean Up Enterprises

IPS-Shredboss

J & S Mechanical

New Mexico Department of Transportation

New Mexico National Guard Youth Challenge

Red Mountain Arsenal

Sidney Gutierrez Middle School

## Airport Governance

RAC is managed as a department within the City of Roswell with the Airport Director reporting to the City Manager. The City Manager reports to a mayor and ten-member city council. Like many airports of its size, RAC is advised by an appointed Airport Advisory Commission. The 5-member Airport Advisory Commission meets on the first Tuesday of each month, and their meeting agendas and minutes are publicly available on the City of Roswell's website.

## Financial Management & Grant Assurance Requirements

The City of Roswell is on a July 1st through June 30th fiscal year. The Airport begins preparing the budget in February, and the budget is usually approved by the City Council in June. The City has an annual internal audit cycle six months after the start of the fiscal year.

RAC is a Federal Aviation Administration (FAA) designated Primary Non-hub airport. As a designated airport within the National Plan of Integrated Airport Systems (NPIAS), RAC has routinely applied for and been awarded Airport Infrastructure Program (AIP) grants from the FAA. Accepting grant money from the FAA obligates the Airport to the grant assurance terms of the FAA grants.



Assurances include such obligations as:

1. Preserving rights and powers to control and operate the airport;
2. Requirements relating to operation and maintenance of the airport;
3. Hazard removal and mitigation;
4. Provision of facilities for air traffic control and weather;
5. Maintaining an Airport Layout Plan (ALP) approved by the FAA;
6. Requirements that the airport be available on reasonable terms without unjust discrimination;
7. Prohibition against exclusive rights;
8. Maintaining a fee and rental structure that makes the airport as self-sustaining as possible; and
9. Restrictions on the use of airport revenue.

*For more information and a full list of assurances that the Airport must meet in order to receive federal funding, see the FAA website on Grant Assurances at:* *www.faa.gov/airports/aip/grant_assurances*.

*RAC also receives funding from the State of New Mexico for infrastructure investments.*

## Financials

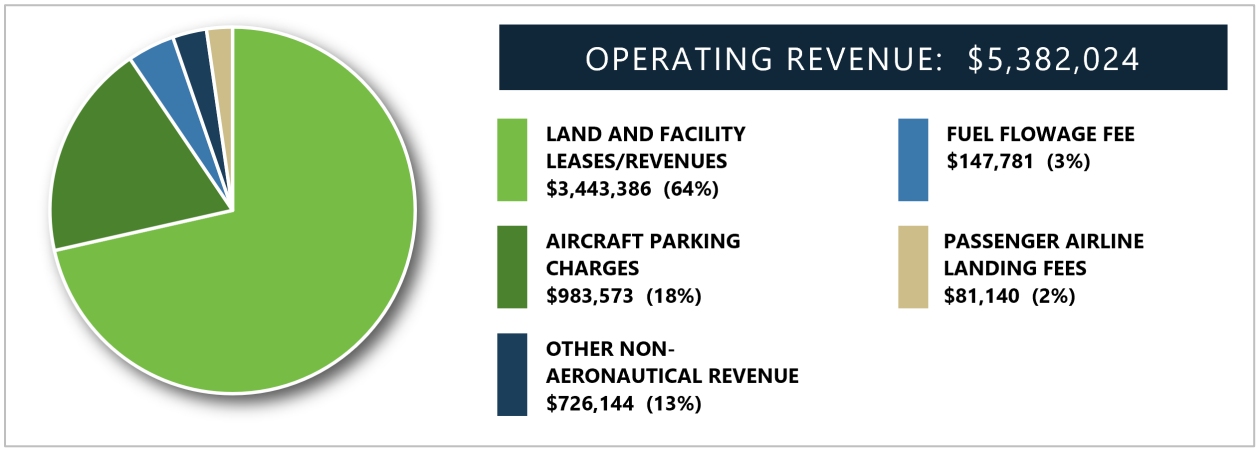
This section examines RAC revenue and expenses for FY2024 as provided in the Income Statement Report from the City of Roswell Finance Department, dated 09/19/2024.

### *Revenue*

Total airport revenue is typically generated across three income streams: aeronautical revenue, non-aeronautical revenue, and non-operating revenue. Aeronautical revenue is generated from activities directly related to airport operations (e.g., landing, aviation fuels, and parking fees), whereas non-aeronautical income is sourced from other activities/services related to the airport (e.g., leases and concession fees). Non-operating income is obtained from sources that are not tied to operations, such as grants, investment income, and passenger facility charges.

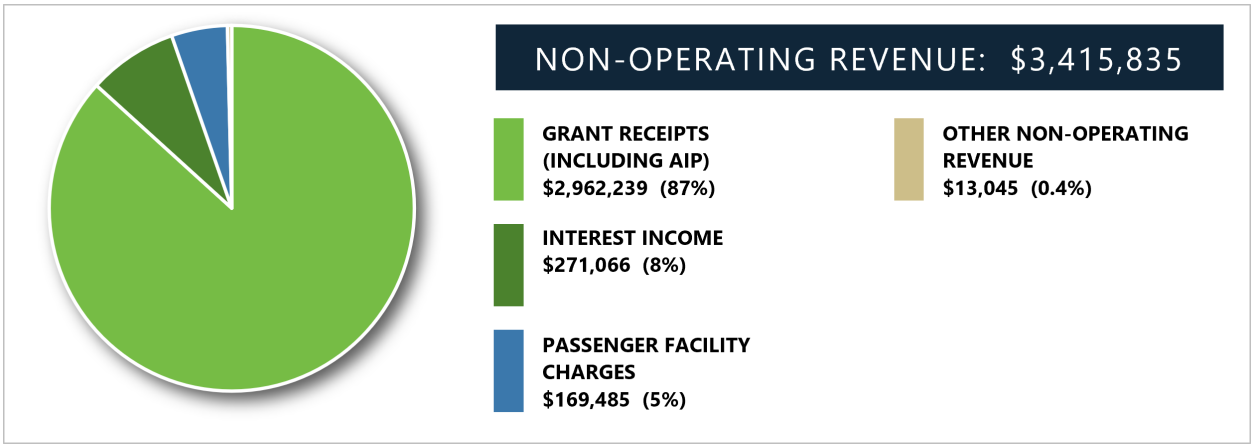
The Aeronautical and non-aeronautical revenue form the majority of the operating revenue. As indicated in **Figure 5**, the total operating revenue for FY2024 was $5,382,024. The largest contributor, representing 64% of the total, was from Land and Facilities Leases at $3,443,386. It was followed by Aircraft Parking Charges (18% or $983,573). Other Non-Aeronautical Revenue (13% or ($726,144), includes a variety of revenue sources, the primary source, at $612,245, is from the City of Roswell's Utilities Department. Fuel Flowage Fee (3% or $147,781) and Passenger Airline Landing fees (2% or $81,140) make up the remainder.

*Figure 5: FY 2024 Operating Revenue*




The Airport received $3,415,835 in non-operating revenue, as indicated in **Figure 6**. The majority of this revenue, 87% or $2,962,239, was from grant funding, which includes funding through the FAA Airport Infrastructure Program (AIP). RAC also received 8% or $271,066 in interest income and 5% or $169,485 in Passenger Facility Charges in FY2024. Other Non-Operating Revenue was the smallest category at $13,045, or less than 1% of the total.

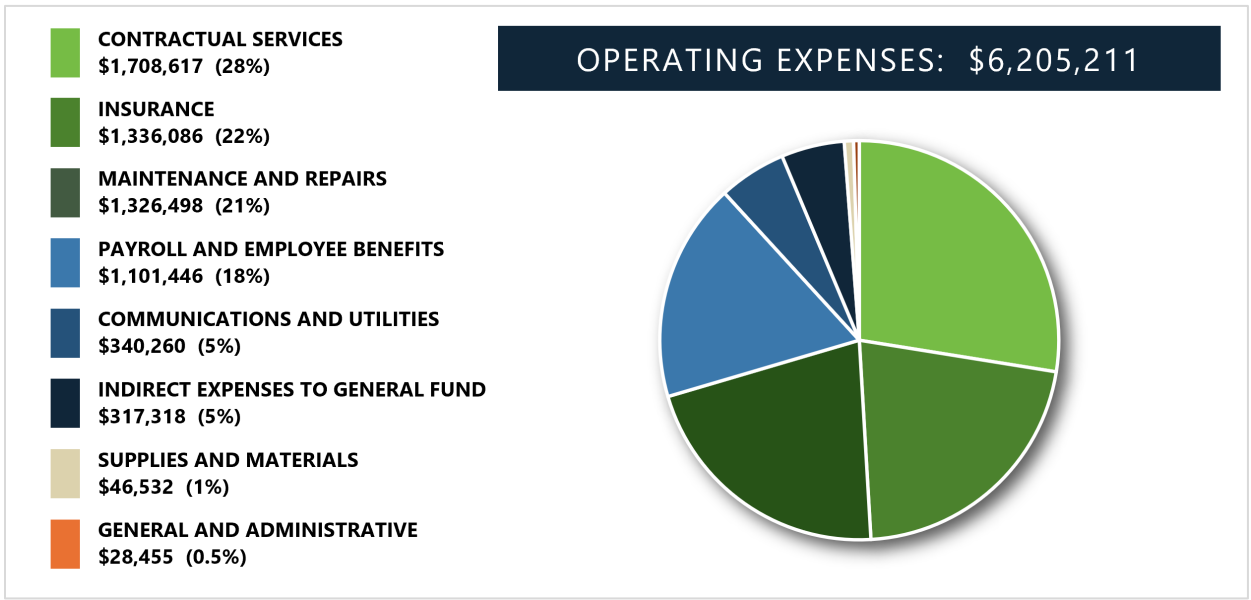
*Figure 6: FY2024 Non-Operating Revenue*




## *Expenses*

Total airport costs comprise operating expenses and non-operating expenditures not including depreciation. This section examines operating expenses for FY2024. The total operating expense were $6,205,211 and are divided into eight categories, as portrayed in **Figure 7**. Contractual Services (tasks outsourced to third parties) signifies 28% or $1,708,617 of operating expenses and represents the largest component in this category, followed by insurance payments (22% or $1,336,086). Maintenance and Repairs at RAC represents the third largest expense (21% or $1,326,498) and Payroll and Employee Benefits rank in fourth place (18% or $1,101,446). Historically, the typical industry trend is for Contractual Services and Payroll and Employee Benefits (which jointly reflect labor-related costs) to be the largest operating expense cost point for airports.[1] Based on the data, RAC aligns with this trend.

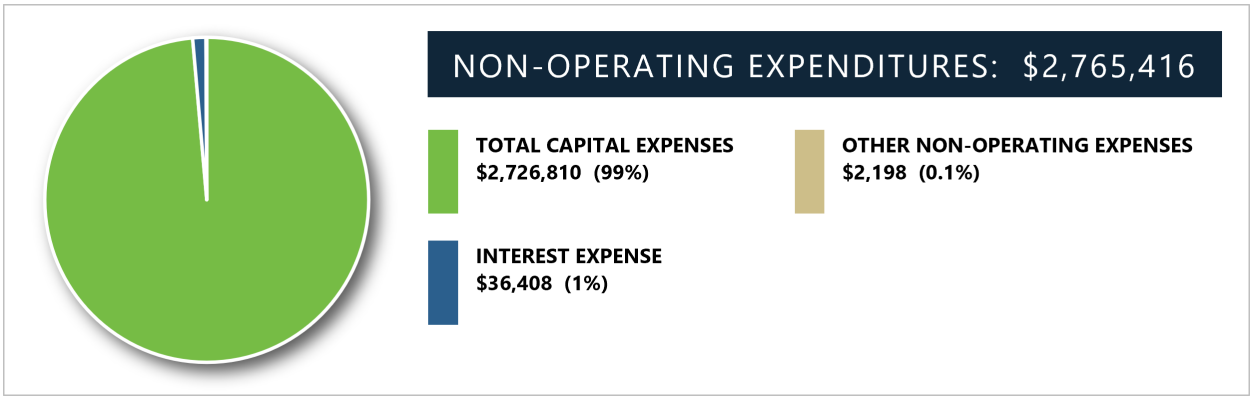
*Figure 7: FY2024 Budgeted Operating Expense*




[1] 2023-Airport-Economics_Final.pdf (aci.aero)

The lowest operating expense categories were Communications and Utilities (5% or $317,318), Indirect Expenses to General Fund (5% or $317,318), Supplies and Materials (1% or $46,532), and General and Administrative (0.5% or $28,455). Indirect Expenses to General Fund include overhead services provided by the city such as Human Resources, Finance, and Administration.

*Figure 8: FY2024 Non-Operating Expenditures*




As noted in **Figure 8** above, non-operating expenditures are primarily for the capital program at RAC (99% or $2,726,810). There is also a small interest expense (1% or $36,408) and a nominal Other Non-Operating Expenditure of $2,198 which was for non-capital furniture purchases.

For Fiscal Year 2024, RAC ran a slight deficit of $172,708 or 2% of its revenue. The goals in this Strategic Plan will help the Air Center to improve its financial picture for the short-term and develop strategies for a sustainable financial future.

| | |
|---|---|
| **Total Revenue** | **$8,797,919** |
| **Total Expenses and Expenditures** | **$8,970,627** |
| **Balance** | **-$172,708** |

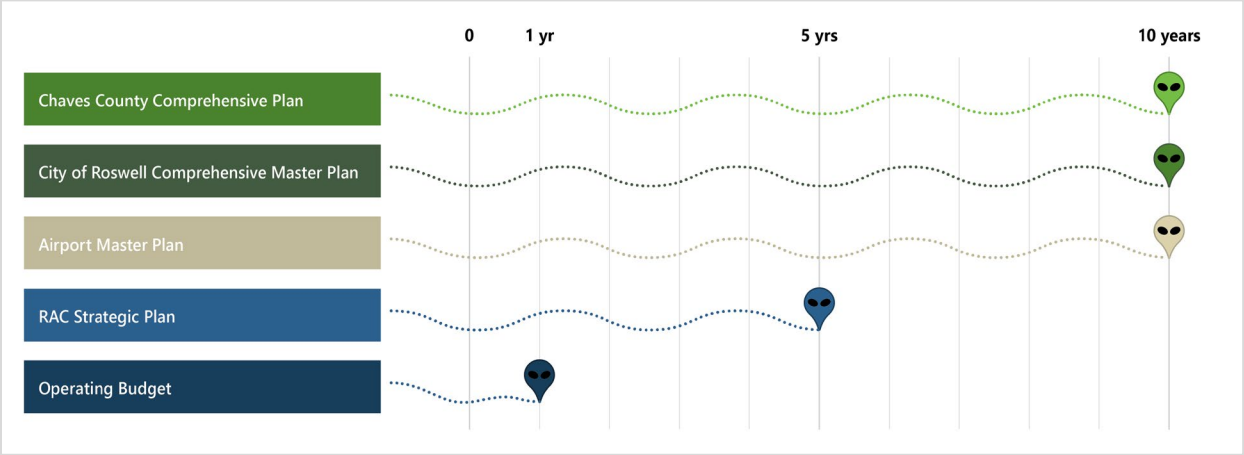
To chart a strong path for RAC's future, the Airport and its stakeholders identified the major forces, trends, and drivers that will be affecting their community, the airport, their tenants, and the aviation and aerospace economy. With these drivers identified, the Airport can better understand the environment in which it must operate going forward.

> ***"Change is the Law of Life. And those who look only to the past or the present are sure to miss the future."***
>
> ***— John F. Kennedy***

The pages that follow provide a brief examination of the critical strategic factors that RAC will face in the years ahead (detailed in the Critical Issues Inventory in **Appendix B**), and goals and objectives that will position RAC for future growth and prosperity. RAC's Strategic Plan ensures that future policies, procedures, and processes at the Airport align to the core Mission and Vision for the Airport as developed by the major airport stakeholders.

The Strategic Plan is a tool to help airport management focus their efforts on what is most impactful to achieve the Airport's goals. It is an actionable document meant to inform the Airport over the next 3-5 years. It should align with the City of Roswell and Chaves County's longer-term Comprehensive Plans and RAC's Master Plan.

*Figure 9: Long-term Plan Types*



## STRATEGIC PLAN STRUCTURE

This Strategic Plan was developed over the course of ten months from fall of 2023 through the summer of 2024 with multiple meetings, both in-person and virtual, with the active participation of the Airport Stakeholder Group.

The bedrock of the Strategic Plan is the Airport Mission and Vision Statements, which set the course for the Airport's strategic direction. The Strategic Plan Goals are all in service to the Airport Mission and Vision.

**MISSION**

*The Roswell Air Center is a cornerstone of aviation and economic development, with our strategic location, abundant airspace, excellent year-round weather, and exceptional runways and infrastructure. Our Mission is to promote successful aeronautical and industrial services for all stakeholders.*

**VISION**

*The Roswell Air Center envisions becoming the preferred aviation destination in the region, having a significant economic impact by providing an environment to drive aviation, aerospace education, manufacturing, and industrial jobs and uses.*

The Airport Mission, Vision, and Goals were developed collaboratively with Airport, City, and County staff as well as the Airport Stakeholder group. These were determined as the most important areas for RAC to focus on for the next five years. These Goals were informed by the RAC Critical Issues Inventory and GA Critical Issues Inventory, which are both included as appendices to this Strategic Plan.

Each of the RAC six Strategic Plan Goals advance one or more of the following Focus Areas:

- Reinforce Airport Administration
- Leverage Facility Development
- Enhance General Aviation Services
- Accelerate Aviation Education and Job Growth
- Attract Regional and National Investment
- Improve Commercial Air Service

*Figure 10: Strategic Plan Goals*




For each of the six Goals, four to seven objectives were developed to achieve that goal within the proposed schedule. The Action Plan, located in **Appendix A**, outlines who is responsible for achieving each objective and by when. This ensures that this Strategic Plan is an actionable resource for Airport staff, the Airport Board, and the Roswell City Council.

> ***"Make no little plans; they have no magic to stir men's blood and probably themselves will not be realized. Make big plans; aim high in hope and work, remembering that a noble, logical diagram once recorded will never die, but long after we are gone be a living thing, asserting itself with ever growing insistency."***
>
> ***— Daniel Burnham***

Roswell Air Center has a bright future with much potential. Working towards the Goals outlined in this Plan, RAC will make great strides and build towards a new chapter for Roswell and the region.

> ***"It is difficult to say what is impossible, for the dream of yesterday is the hope of today and the reality of tomorrow."***
>
> ***— Robert H. Goddard***

# Goals & Objectives



## *Goal 1 – Reinforce Airport Administration*

By July 2025, recruit, hire, and onboard an experienced Airport Director capable of implementing the Airport Strategic Plan.

| | |
|---|---|
| **Objective 1.1** | By September 2024, review Airport management organizational structure, Airport Director job descriptions, and compensation package to assure market competitiveness. |
| **Objective 1.2** | By December 2024, either proceed with City hiring process or engage an aviation industry management recruiter to identify and recruit qualified Airport Director candidates. |
| **Objective 1.3** | By January 2025, interview qualified Airport Director candidates. |
| **Objective 1.4** | By March 2025, make offer and hire qualified Airport Director. |
| **Objective 1.5** | By May 2025, onboard qualified Airport Director to ensure overlap with the current Airport Director. |



## *Goal 2 – Leverage Facility Development*

By January 2026, complete and begin implementation of an airport real estate plan, with a focus on the development of a 100,000-square-foot hangar space to accommodate wide-body aircraft and 30 general aviation T-hangars.

| | |
|---|---|
| **Objective 2.1** | By February 2025, hire third-party(ies) to create an Airport Facility Assessment to determine which existing airport improvements should either be rehabilitated or replaced, and conduct a utility (e.g., electricity, water, sewer, communication, etc.) assessment for existing and future improvements. |
| **Objective 2.2** | By June 2025, conduct a comprehensive search to identify federal, state, and local funding sources to fund an airport real estate plan, including airport terminal expansion. |
| **Objective 2.3** | By August 2025, based on the completed Airport Facility Assessment and utility assessment, hire third-party(ies) to develop an airport real estate plan for future development of land and hangars. |
| **Objective 2.4** | By September 2026, based on the completed airport real estate plan, develop a hangar financial proforma and an RFI or RFP to solicit interest in developing and leasing airport land and/or improvements. |
| **Objective 2.5** | By October 2025, develop and align to standard agreement(s) for the development and leasing of airport land and/or improvements. |



## *Goal 3 – Enhance General Aviation Services*

By January 2026, enhance the type, level, and quality of general aviation products, services, and facilities at the Airport, with a focus on development of commercial self-service fueling capabilities.

| | |
|---|---|
| **Objective 3.1** | By August 2025, conduct a survey of past, existing, and prospective based and transient general aviation Airport users to assess the type, level, and quality of current, required, and desired general aviation products, services, and facilities. |
| **Objective 3.2** | By April 2025, review current FBO agreement to assure existing products, services, and facilities meet agreement terms and conditions. Explore new potential products, services, and facilities a FBO can provide. |
| **Objective 3.3** | By December 2024, conduct an FBO options analysis to study the pros and cons of different means of providing FBO products, services, and facilities. |
| **Objective 3.4** | By August 2025, make decision on how future FBO products, services, and facilities will be delivered to Airport users. |
| **Objective 3.5** | By September 2025, in conjunction with existing and new FBOs and SASOs or airport-provided FBO, market enhanced general aviation products, services, and facilities to ensure viability. |



## *Goal 4 – Accelerate Aviation Education and Job Growth*

By January 2027, in cooperation with the City, County, Airport tenants, and regional educational institutions, promote aviation scholarships, education, and career opportunities.

| | |
|---|---|
| **Objective 4.1** | By January 2026, form Pathways to Aviation & Aerospace Committee to promote each of Goal 4's focus areas. |
| **Objective 4.2** | By March 2026, convene Pathways Committee to determine feasible partnership opportunities with local schools and universities such as Eastern New Mexico University at Roswell (ENMU), New Mexico Military Institute (NMMI), and regional school districts. |
| **Objective 4.3** | By June 2026, conduct a comprehensive search to identify federal, state, and local funding sources to support each of Goal 4's focus areas. |
| **Objective 4.4** | By October 2026, develop a Roswell Pathways to Aviation and Aerospace Implementation Plan in collaboration with industry leaders to formalize partnerships and determine key performance indicators for success. |

> ***"You must keep your mind on the objective, not the obstacle."***
>
> ***— William Randolph Hearst***



## *Goal 5 – Attract Regional and National Investment*

By January 2027, in cooperation with the City, County, Airport tenants, and regional economic development organizations, promote and identify opportunities to leverage airport facilities and land resources to retain current tenants and attract more community, regional, and national investment.

| | |
|---|---|
| **Objective 5.1** | By November 2024, form a special Airport Investment Task Force to determine how best to leverage the extensive runway, ramp, air traffic control, hangar, and land resources. |
| **Objective 5.2** | By March 2025, conduct a tenant feedback survey to understand the needs of existing tenants. |
| **Objective 5.3** | By March 2025, conduct a comprehensive search to identify federal, state, and local funding sources to support economic development opportunities. |
| **Objective 5.4** | By March 2025, initiate a Facilities Maintenance Plan to develop a systematic plan to address the ongoing maintenance needs of aging buildings/hangar facilities as documented in Objective 2-1 Airport Facility Assessment. |
| **Objective 5.5** | By December 2024, develop leasing, rents, and fees policy to be approved by the City Council. |
| **Objective 5.6** | By July 2026, initiate a Spaceport Feasibility Study to gain understanding of how the Airport can take advantage of the growing space economy already gaining traction in New Mexico. |
| **Objective 5.7** | By July 2026, in coordination with Airport Investment Task Force, create an Emerging Technologies Implementation Plan to better understand the feasibility of advancing emerging technologies such as Advanced Air Mobility (AAM) and High-Altitude Platform Systems (HAPS) research and development at the Airport. |



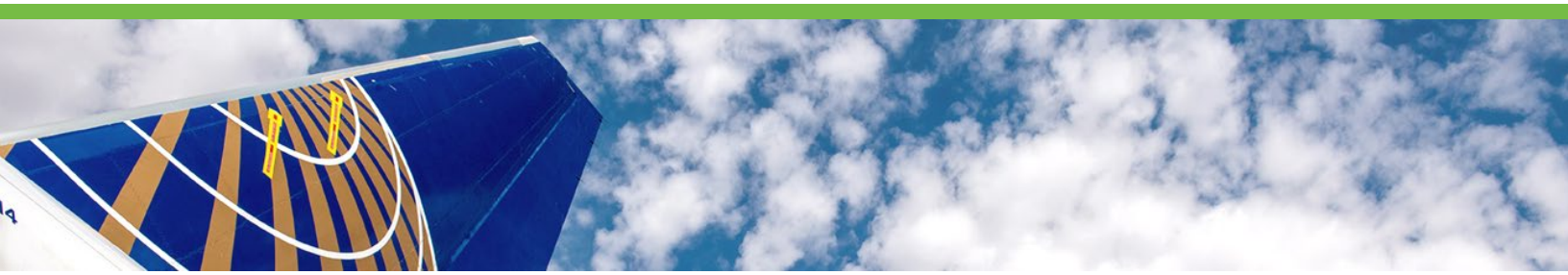
## *Goal 6 – Improve Commercial Air Service*

By January 2026, retain current commercial air service and improve the type, level, and quality of commercial air carrier service at the Airport, with a focus on increasing the number of enplanements by 40% and improving airport terminal facilities and amenities.

| | |
|---|---|
| **Objective 6.1** | By October 2024, work with an Air Service Development (ASD) consultant to update the True Visitation study determining current leakage, key performance indicators, income level, and other regional demographic data that will inform targeted conversations with airlines and a marketing campaign. |
| **Objective 6.2** | By December 2024, develop a survey to understand what the flying public within the catchment area wants to see in an airline service and terminal amenities to encourage them to fly out of the Airport. |
| **Objective 6.3** | By August 2025, work with an ASD consultant to use current Small Community Air Service Development Program (SCASDP) grant or request an extension before it expires on 1/9/2026. |
| **Objective 6.4** | By March 2025, work with the City Public Affairs Office to identify and obtain additional funding for developing and executing a marketing campaign. |

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# APPENDICES



**Appendix A – Action Plan**
**Appendix B – Critical Issues Inventory**

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APPENDIX A

# ACTION PLAN

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| Goals and Objectives | Role | | Year | | | | |
|---|---|---|---|---|---|---|---|
| | Accountable | Responsible | 2024 | 2025 | 2026 | 2027 | Future |
| **Reinforce Airport Administration** | | | | | | | |
| Goal 1: By July 2025, recruit, hire, and onboard an experienced Airport Director capable of implementing the Airport Strategic Plan. | | | | | | | |
| Objective 1-1: By September 2024, review Airport management organizational structure, Airport Director job descriptions, and compensation package to assure market competitiveness. | City Manager | City Manager, Airport Consultant | Q3 | | | | |
| Objective 1-2: By December 2024, either proceed with City hiring process or engage an aviation industry management recruiter to identify and recruit qualified Airport Director candidates. | City Manager | City Manager, Airport Consultant | Q4 | | | | |
| Objective 1-3: By January 2025, interview qualified Airport Director candidates. | City Manager | City Manager, Airport Consultant | | Q1 | | | |
| Objective 1-4: By March 2025, make offer and hire qualified Airport Director. | City Manager | City Manager, Airport Consultant | | Q1 | | | |
| Objective 1-5: By May 2025, onboard qualified Airport Director to ensure overlap with the current Airport Director. | City Manager | City Manager, Airport Consultant | | Q2 | | | |
| | | | | | | | |
| **Leverage Facility Development** | Accountable | Responsible | 2024 | 2025 | 2026 | 2027 | Future |
| Goal 2: By January 2027, complete and begin implementation of an Airport real estate plan, with a focus on the development of a 100,000 square foot hangar space to accommodate wide-body aircraft and 30 general aviation T-hangars. | | | | | | | |
| Objective 2-1: By February 2025, hire third-party(ies) to create an Airport Facility Assessment to determine which existing Airport improvements should either be rehabilitated or replaced, and conduct a utility (e.g., electricity, water, sewer, communication, etc.) assessment for existing and future improvements. | Airport Manager | Airport Manager, Deputy Airport Manager, Engineering Consultant, Airport Consultant | | Q1 | | | |
| Objective 2-2: By June 2025, conduct a comprehensive search to identify federal, state, and local funding sources to fund an Airport real estate plan, including airport terminal expansion. | Airport Manager | Airport Manager, Deputy Airport Manager, Airport Consultant | | Q2 | | | |
| Objective 2-3: By August 2025, based on the completed Airport Facility Assessment and utility assessment, hire third-party(ies) to develop an Airport real estate plan for future development of land and hangers. | Airport Manager | Airport Manager, Deputy Airport Manager, Airport Consultant | | Q3 | | | |
| Objective 2-4: By September 2026, based on the completed Airport real estate plan, develop a hangar financial proforma and an RFI or RFP to solicit interest in developing and leasing Airport land and/or improvements. | Airport Manager | Airport Manager, Deputy Airport Manager, Airport Consultant | | | Q3 | | |
| Objective 2-5: By October 2025, develop and align to standard agreement(s) for the development and leasing of Airport land and/or improvements. | Airport Manager | Airport Manager, Deputy Airport Manager, City Attorney, Airport Consultant | | Q4 | | | |

| Enhance General Aviation Services | Accountable | Responsible | 2024 | 2025 | 2026 | 2027 | Future |
|---|---|---|---|---|---|---|---|
| Goal 3: By January 2026, enhance the type, level, and quality of general aviation products, services, and facilities at the Airport, with a focus on development of commercial self-service fueling capabilities. | | | | | | | |
| Objective 3-1: By August 2025, conduct a survey of past, existing, and prospective based and transient general aviation Airport users to assess the type, level, and quality of current, required, and desired general aviation products, services, and facilities. | City Manager | Airport Director, Airport Consultant | |   | | | |
| Objective 3-2: By April 2025, review current FBO agreement to assure existing products, services, and facilities meet agreement terms and conditions. Explore new potential products, services, and facilities a FBO can provide. | City Manager | Airport Director, Airport Consultant, City Attorney | |   | | | |
| Objective 3-3: By December 2024, conduct an FBO options analysis to study the pros and cons of different means of providing FBO products, services, and facilities. | City Manager | Airport Director, Airport Consultant |   | | | | |
| Objective 3-4: By August 2025, make decision on how future FBO products, services, and facilities will be delivered to Airport users. | City Manager | Airport Director, Airport Advisory Council | |   | | | |
| Objective 3-5: By September 2025, in conjunction with existing and new FBOs and SASOs or airport-provided FBO, market enhanced general aviation products, services, and facilities to ensure viability. | City Manager | Airport Director | |   | | | |
| | | | | | | | |
| **Accelerate Aviation Education and Job Growth** | Accountable | Responsible | 2024 | 2025 | 2026 | 2027 | Future |
| Goal 4: By January 2027, in cooperation with the City, County, Airport tenants, and regional educational institutions, promote aviation scholarships, education, and career opportunities. | | | | | | | |
| Objective 4-1: By January 2026, form Pathways to Aviation & Aerospace Committee to promote each of Goal 4's focus areas. | Airport Advisory Council Chair | Airport Advisory Committee | | |   | | |
| Objective 4-2: By March 2026, convene Pathways Committee to determine feasible partnership opportunities with local schools and universities such as Eastern New Mexico University at Roswell (ENMU- Roswell), New Mexico Military Institute (NMMI) and regional school district. | Airport Advisory Council Chair | Airport Advisory Committee | | |   | | |
| Objective 4-3: By June 2026, conduct a comprehensive search to identify federal, state, and local funding sources to support each of Goal 4's focus areas. | Airport Advisory Council Chair | Airport Advisory Committee | | |   | | |
| Objective 4-4: By October 2026, develop a Roswell Pathways to Aviation and Aerospace Implementation Plan in collaboration with industry leaders to formalize partnerships and determine key performance indicators for success. | Airport Advisory Council Chair | Airport Advisory Committee | | |   | | |
| | | | | | | | |

| Attract Regional and National Investment | Accountable | Responsible | 2024 | 2025 | 2026 | 2027 | Future |
|---|---|---|---|---|---|---|---|
| Goal 5: By January 2027, in cooperation with the City, County, Airport tenants, and regional economic development organizations, promote and identify opportunities to leverage Airport facilities and land resources to retain current tenants and attract more community, regional, and national investment. | | | | | | | |
| Objective 5-1: By November 2024, form a special Airport Investment Task Force to determine how best to leverage the extensive runway, ramp, air traffic control, hangar, and land resources. | City Manager | Airport Advisory Council, Airport Consultant | Q4 | | | | |
| Objective 5-2: By March 2025, conduct a tenant feedback survey to understand the needs of existing tenants. | City Manager | Airport Manager, Airport Consultant | | Q1 | | | |
| Objective 5-3: By March 2025, conduct a comprehensive search to identify federal, state, and local funding sources to support economic development opportunities. | City Manager | Airport Advisory Council, Airport Manager, Airport Consultant, Air Service Development Consultant | | Q1 | | | |
| Objective 5-4: By March 2025, initiate a Facilities Maintenance Plan to develop a systematic plan to address the ongoing maintenance needs of aging buildings/hangar facilities as documented in Objective 2-1 Airport Facility Assessment. | City Manager | Airport Manager, Airport Consultant | | Q1 | | | |
| Objective 5-5: By December 2024, develop leasing, rents, and fees policy to be approved by the City Council. | City Manager | Airport Manager, Airport Consultant, City Attorney | Q4 | | | | |
| Objective 5-6: By July 2026, initiate a Spaceport Feasibility Study to gain understanding of how the Airport can take advantage of the growing space economy already gaining traction in New Mexico. | City Manager | Airport Manager, Airport Consultant | | | Q3 | | |
| Objective 5-7: By July 2026, in coordination with Airport Investment Task Force, create an Emerging Technologies Implementation Plan to better understand the feasibility of advancing emerging technologies such as Advanced Air Mobility (AAM) and High Altitude Platform Systems (HAPS) research and development at the Airport. | City Manager | Airport Manager, Airport Consultant | | | Q3 | | |
| | | | | | | | |

| Improve Commercial Air Service | Accountable | Responsible | 2024 | 2025 | 2026 | 2027 | Future |
|---|---|---|---|---|---|---|---|
| Goal 6: By January 2026, retain current commercial air service and improve the type, level, and quality of commercial air carrier service at the Airport, with a focus on increasing the number of enplanements by 40%, and improving airport terminal facilities and amenities. | | | | | | | |
| Objective 6-1: By October 2024, work with an Air Service Development (ASD) consultant to update the True Visitation study determining current leakage, key performance indicators, income level and other regional demographic data which will inform targeted conversations with airlines and a marketing campaign. | Airport Manager | Air Service Development Consultant |  | | | | |
| Objective 6-2: By December 2024, develop a survey to understand what the flying public within the catchment area wants to see in airline service and terminal amenities to encourage them to fly out of the Airport. | Airport Manager | Air Service Development Consultant |  | | | | |
| Objective 6-3: By August 2025, work with an ASD consultant to use current Small Community Air Service Development Program (SCASDP) grant or request an extension before it expires on 1/9/2026. | City Manager | Airport Manager, Air Service Development Consultant | |  | | | |
| Objective 6-4: By March 2025, work with the City Public Affairs Office to identify and obtain additional funding for developing and executing a marketing campaign. | City Manager | Airport Manager | |  | | | |

APPENDIX B

# CRITICAL ISSUES INVENTORY



# ROSWELL

# Air Center Strategic Plan

## RAC Critical Issues Inventory

2024



Mead & Hunt

AMCG

STRATEGIC PLAN WORKING PAPER

# RAC CRITICAL ISSUES INVENTORY

## How to use this Document

This Critical Issues Inventory is a collection of analysis and research along with documentation of meetings and conversations that occurred during Strategic Plan Advisory Committee Meetings #1 and #2 in December 2023 and March 2024 respectively. This document is intended to be a reference and resource for the Committee as you prepare Strategic Plan Goals, Objectives, and action items for the implementation of the Plan. While not a formal part of the Strategic Plan, it will be attached as an appendix to the final Plan to provide context to plan outcomes and to capture the valuable input, comments, ideas, and suggestions of the Strategic Plan Advisory Committee.

## INTRODUCTION

The City of Roswell (City) is preparing a Strategic Plan (hereafter "the Plan") to develop a better understanding of the key challenges, opportunities, and constraints facing the Roswell Air Center (RAC or the Airport). The Plan is foremost a strategy for the Air Center as a whole, evaluating its workforce, staffing, and management approach and revenue generation opportunities. The Plan will also address how to grow and develop the Airport, focusing on leveraging strengths, addressing weaknesses, mitigating threats, and capitalizing on opportunities.

The Plan will serve as the framework to guide the City and RAC staff on a path to continued success over the coming years. It will be prepared with input and participation from RAC's staff, as well as panels of external stakeholders from Chaves County, the City of Roswell, airport tenants and customers, businesses, and organizations making up the community that the Airport serves.

The Plan will focus on the following objectives:

- Enhance and energize the economic contribution of RAC to the greater community.
- Position RAC for economic development and revenue generation.
- Define action steps to generate Air Service opportunities and competition.
- Identify emerging trends, technologies, and markets to leverage.
- Define an action plan for aeronautical and non-aeronautical land development.
- Establish Strategies for terminal planning and programming.
- Discern strategies to retain the vibrant maintenance, repair, and overhaul (MRO) industry and attract new investments.

## PROCESS

The Plan will take shape over the duration of ten months and will include input from the stakeholders mentioned above. The Stakeholder members will provide input and guide decision-making throughout plan development and will participate in four meetings at key decision points. Stakeholder input is valuable as they use the Airport for business, pleasure, or otherwise, and have a deep understanding of the Airport, its role in the community, and its opportunities in the future.

### Airport Region and Role

The City of Roswell is located in Chaves County, which sits in the southeastern part of New Mexico. The City of Roswell is located at an elevation of approximately 3,573-feet MSL at the confluence of three rivers including the Spring, the Hondo, and the Pecos. The region is home to nearly 64,000 residents according to the 2022 Census Bureau American Community Survey. Today, much of Roswell's economy relies on six main business types — Agriculture, Aviation, Medical, Government, Education, and Retail/Service — which provide a robust and dynamic economy that supports use of RAC.

***Stakeholder Meeting Schedule***

**DEC** Kickoff, Critical Issues Inventory
**MAR** SWOT
**APR** Mission and Vision
**JUNE** Goal Development and Action Plan
**OCT** Final Strategic Plan

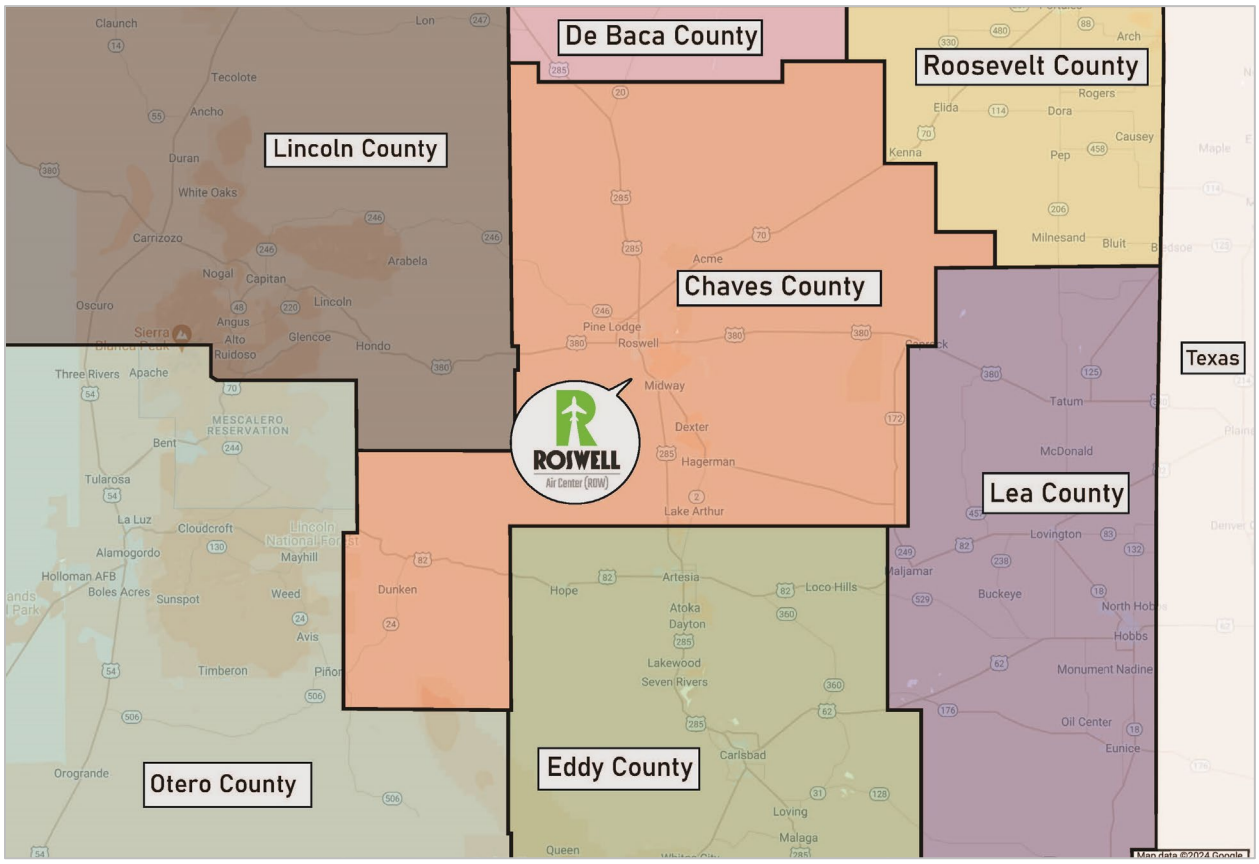
***Stakeholder Group Membership***

Airport Management and Staff
City of Roswell
County of Chaves

Avflight Roswell
Eastern New Mexico University – Roswell
RCCEDC
CAVU Aerospace
General Airframe Support Inc.
AerSale
Numex Plastics Inc.

**Figure 1** demonstrates the location of RAC within Chaves County and the surrounding counties.

*Figure 1: Region*



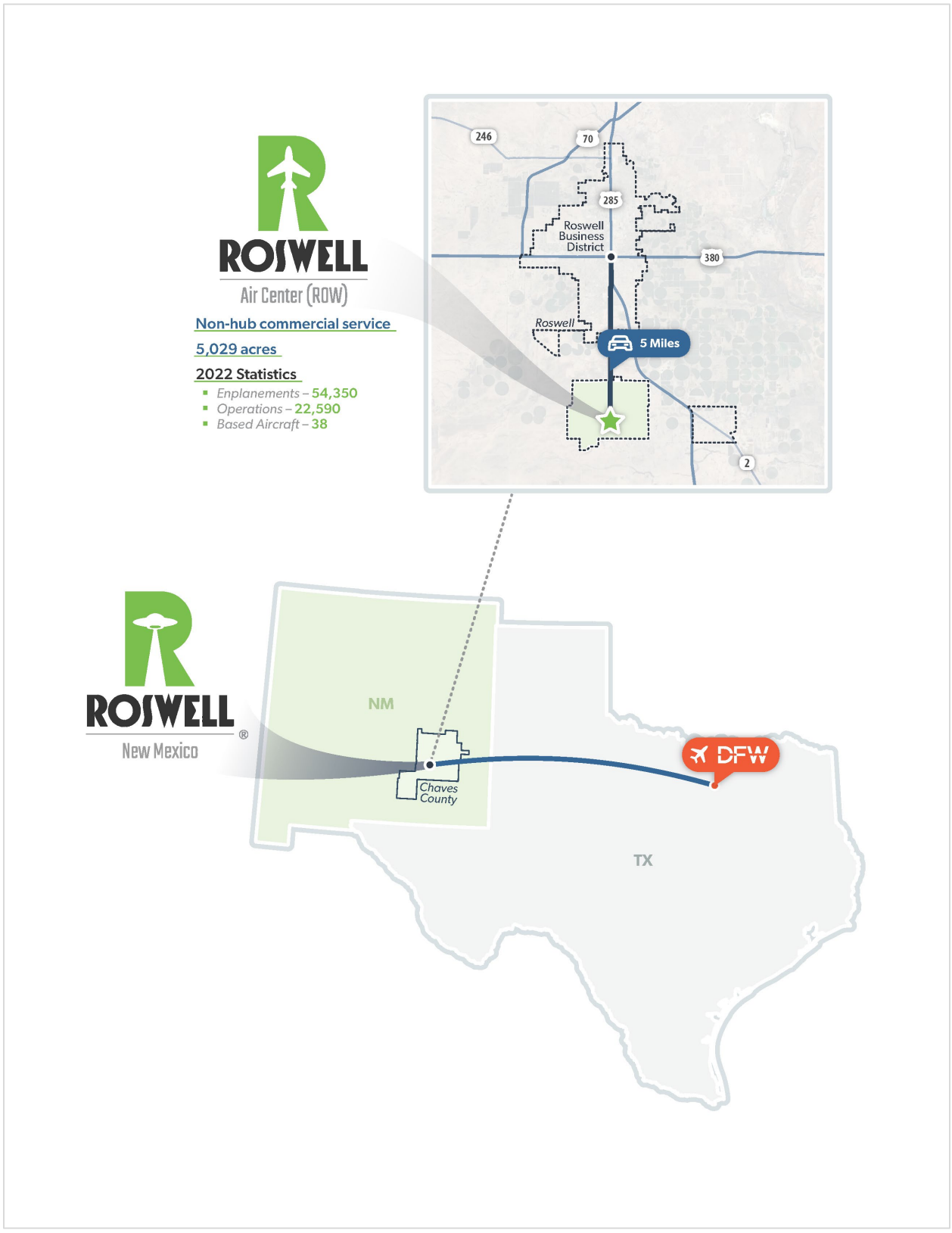

## *Airport*

RAC is located five miles south of the City Business District and supports scheduled passenger air service, air cargo, business, and private general aviation operations. RAC is served by American Airlines to Dallas (DFW) with three departures daily and three arrivals daily. **Figure 2** shows RAC's location within the wider region. RAC's fixed base operator (FBO), Avflight, provides fueling services and pilot resources.

RAC has had a dynamic history, present and future, which includes the following unique functions:

- Served as Walker Airforce Base until 1967.
- Served as a platforrm for Felix Baumgartner's jump from a gas powered balloon in 2012.
- Serving as a launchpad for Airforce projects involving stratospheric balloons.
- Serving as a storage facility for retired wide body jetliners.
- Serving as a launchpad for a manufactiurer of High Altitude Platform Systems (HAPS).

*Figure 2: Airport Role*



### *Tourism*

Roswell is most widely known for its possible UFO crash in 1947. This prompted the development of the UFO Festival, which began in 1997 on the 50th anniversary of the supposed crash. The festival attracts tourists from around the world to participate in alien tourism, which includes many local shops and activities. The Dragonfly Festival at Bitter Lake NWR, held just outside the City of Roswell, is also widely known as a tourist destination to view the many species that call the Bitter Lake National Wildlife Refuge home. The County experiences over 270 average days of sunshine and is a destination for many outdoor activities. Of the dozens of popular tourist attractions, the most popular include the Bottomless Lakes State Park, the International UFO Museum and Research Center, and the Bitter Lake National Wildlife Refuge.

### *Business*

The City of Roswell is a regional commercial/industrial center for southeast New Mexico. The City's location between US 70 and US 285, the Bitter Lake National Wildlife Refuge, and the Bottomless Lakes State Park make tourism important to the local economy.

While tourism is important to the identity of Roswell, the largest business categories and employers show the City of Roswell's employment base centered on those that live and work in the area. Construction, wholesale trade, and oil and gas were the top three business categories for the City of Roswell in 2023.

Roswell's largest employers include:

- **Education:** Eastern New Mexico University, New Mexico Military Institute, and Roswell Independent School District.
- **Retail:** Walmart, Sam's Club, Farmer's Country Markets, and Albertsons.
- **Industrial Food Processing:** Leprino Foods
- **Health Care:** Casa Maria Health Care, Eastern New Mexico Medical Center, Loveless Heath Care Center, and Tabosa Development Health Care.
- **Agriculture:** Dairies, Meat Packing, Hay, Corn, Alfalfa, Pecans

### *Socioeconomic Data*

The Woods & Poole (W&P) economics dataset considers the Chaves County Metropolitan Statistical Area (MSA). Data categories include employment, earnings and income, and Gross Regional Product (GRP). The population forecast is based on historic and current trends. Since 2019, the population has increased in Chaves County negligibly (0.29%), while employment has increased by 2 percent.

*Table 1: Chaves County MSA Economic Data*

| Year | 2019 | 2023 |
|---|---|---|
| Population | 64,997 | 65,186 |
| Median Age – Years | 36 | 37 |
| Employment – Jobs | 28,598 | 29,166 |
| Personal Income Per Capita | $39,863 | $48,878 |
| GRP | $1.9 M | $1.9 M |

*Source: W&P Chaves County 2022*

### *Airport Profile*

**Airport Name**
Roswell Air Center (RAC)

**FAA Airport Identifier**
ROW

**City and State**
Roswell, New Mexico

**Distance - City Business District**
5 miles south

**Airport Sponsor**
City of Roswell

**Type of Airport Sponsor**
City

**Airport Governing Body**
Roswell City Council

**Type of Airport Governing Body**
Elected

**Airport Advisory Body**
Yes (appointed Board)

**Airport Operator**
City of Roswell

**Type of Airport Operator**
Airport Department

**Airport Management**
Full Time

**Number of Employees**
13 Full-Time Equivalent (FTE)
12 (full-time) 2 (seasonal)

**Part of NPIAS**
Yes

**Type of NPIAS Airport**
Primary: Non-Hub

**Part 139 Classification**
Class I

**Air Traffic Control Tower**
Yes

**ARFF Index**
A

**Airport Acres**
5,029 acres

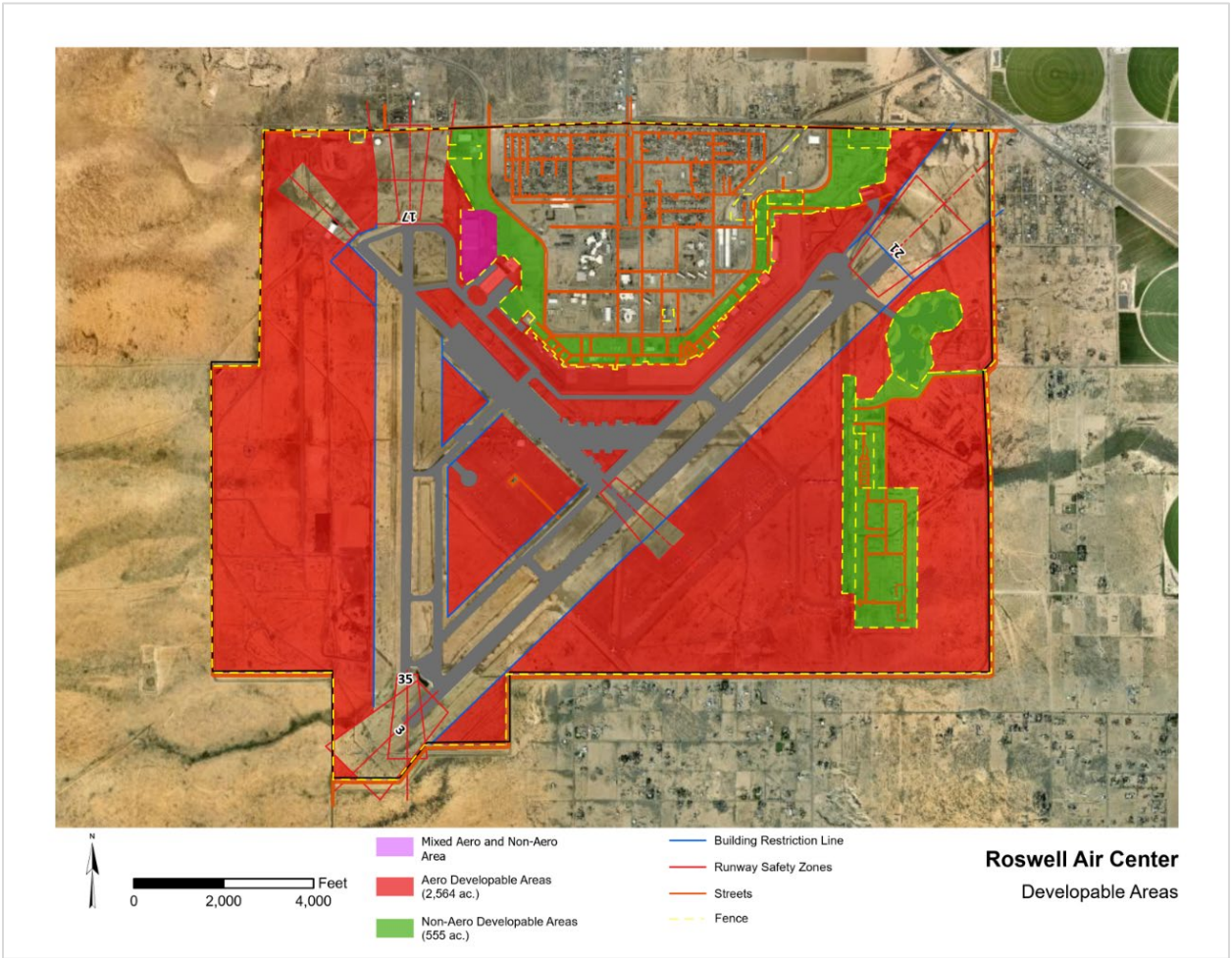
## Developable Areas

RAC has 3,119 acres of developable land. Of that total acreage, 2,564 acres are classified as aeronautical developable areas with direct access to the airfield, and 555 acres are classified as non-aeronautical developable area. Due to historic contamination during active military operations, some of this land will be encumbered and likely not an area of focus for future development. **Table 2** lists the current Airport infrastructure, and **Figure 3** shows the aeronautical and non-aeronautical developable areas at RAC.

*Table 2: Airport Infrastructure*

| Airport Infrastructure | Details | | |
|---|---|---|---|
| **Runway 03/21** | | | |
| Length/ Width | 13,000 ft. x 150 ft. | | |
| Weight Bearing Capacity | Single Wheel: 100,000 lbs | Double Wheel: 200,000 lbs | Double Tandem: 400,000 lbs |
| Design Aircraft | C-II | | |
| Taxiways | B, D, E, F | | |
| Precision Approach | Runway 21 (PIR) | | |
| Non- Precision Approach | Runway 03 (NPI) | | |
| **Runway 17/35** | | | |
| Length/ Width | 10,008 ft. x 100 ft. | | |
| Weight Bearing Capacity | Single Wheel: 77,000 lbs | Double Wheel: 104,000 lbs | Double Tandem: 165,000 lbs |
| Design Aircraft | C-II | | |
| Taxiways | A, C, G, H, J, M | | |
| Precision Approach | Runway 17 (PIR), Runway 35 (PIR) | | |
| Non- Precision Approach | No | | |

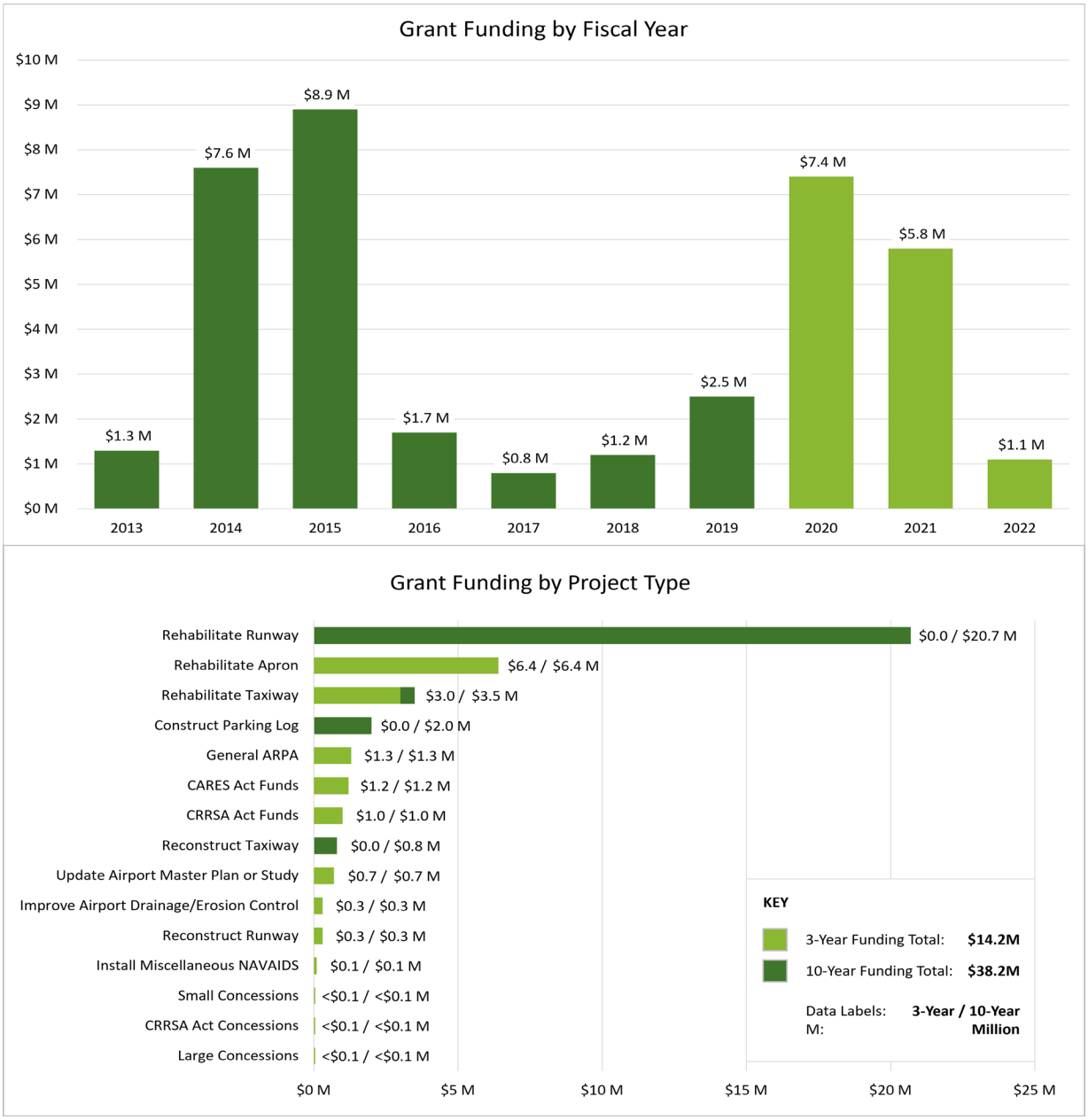
*Figure 3: RAC Developable Areas*



## Grant Funding

Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant funding over the last 10 years has been driven primarily by runway, taxiway, and apron rehabilitations, with the runway rehabilitation funding accounting for over half of the total grant funding within those years. The taxiway and apron work accounted for about a third of the funding, with the rest being accounted for by the Covid relief funds (CARES, CRRSA, and ARPA) and small projects. **Figure 4** shows both the past three-year and the last ten-year historical AIP grant funding for RAC.

*Figure 4: Three-Year vs Ten-Year Historical Grant Funding by Year and Project Type*




Source: [Workbook: AIP Tableau Dashboard - Public (dot.gov)]

## Operational Data

Since 2020 there has been some volatility in the percent of aircraft operations at RAC, though the total number of operations has not changed much. The drop in total operations in 2022 was due primarily to a drop in itinerant and local miliary operations as well as local general aviation operations. As is evident in **Table 3** and **Table 4**, enplanements actually went up significantly in 2022 with a slight drop in 2023. While there has been a slight decline in based aircraft (**Table 5**), that number has remained relatively stable.

*Table 3: Aircraft Operations Data*

| Year | Air Carrier | Air Taxi & Commuter | Itinerant | | Local | | Total Ops | % Change |
|---|---|---|---|---|---|---|---|---|
| | | | GA | Military | GA | Military | | |
| 2020 | 2,033 | 2,303 | 5,576 | 6,924 | 2,654 | 5,870 | 25,360 | N/A |
| 2021 | 2,119 | 2,304 | 7,990 | 8,413 | 2,077 | 4,433 | 27,336 | 7.8% |
| 2022 | 2,166 | 2,078 | 7,061 | 6,774 | 1,238 | 3,273 | 22,590 | -17.4% |
| 2023 | 1,872 | 1,881 | 6,012 | 9,928 | 719 | 2,967 | 23,379 | 3.5% |

Source: Federal Aviation Administration (FAA) Terminal Area Forecast (TAF), 2023

*Table 4: Enplanements Data*

| Year | Enplanements | % Change |
|---|---|---|
| 2020 | 34,149 | N/A |
| 2021 | 37,027 | 8.4% |
| 2022 | 54,350 | 46.8% |
| 2023 | 49,071 | -9.7% |

Source: TAF 2023

*Table 5: Based Aircraft*

| Year | Single Engine | Multi Engine | Jet | Helicopters | Other | Total |
|---|---|---|---|---|---|---|
| 2020 | 35 | 3 | 3 | 2 | 0 | 43 |
| 2021 | 35 | 3 | 3 | 2 | 0 | 43 |
| 2022 | 22 | 9 | 5 | 2 | 0 | 38 |
| 2023 | 23 | 9 | 5 | 2 | 0 | 39 |

Source: FAA Terminal Area Forecast 2023

# Travel Analysis

### *True Visitation Summary*

A true visitation estimate includes all travel by any form of transportation (e.g., car, bus, and aircraft). Observed in 2022, GPS tracking data from smartphones was used to gather statistics on visitation to the Roswell area. Data was then compared to calendar years 2019 and 2021. Visitation to the Roswell area in 2022 was estimated at approximately 1.1 million visits from regions beyond 100 miles from the Roswell area. The survey determined that visitation was down 19 percent from the base year of 2019. Peak months for visitors traveling to Roswell are June through August, which account for 28 percent of the total visitation. January and February are the least visited months.

The Southwest and West regions experienced the largest visitation to the Roswell area, with 713,500 and 127,000 visits, respectively, in 2022 (down 16 percent from 2019). Combined, the Southwest and West regions account for 79 percent of total visitations to Roswell. Outside of New Mexico, the Dallas-Fort Worth-Arlington Metropolitan Statistical Area (MSA) and El Paso MSA generated the most visitation, with over 46,000 visits and nearly 46,000 visits, respectively, to the Roswell area in 2022.

The top priority for RAC air service development efforts is to continue to support existing non-stop service, particularly with the Dallas-Fort Worth International Airport (DFW). Top opportunities for markets not currently served are the Houston, Las Vegas, Phoenix, The Woodlands, Sugar Land, Denver, Aurora, Lakewood, Los Angeles, Long Beach, and Anaheim MSAs.

## *Passenger Demand Analysis*

The primary objective of the Passenger Demand Analysis was to develop information on traffic patterns of airline passengers who reside in the RAC catchment area using data from the Airline Reporting Corporation (ARC) and U.S. Department of Transportation (DOT). The Analysis, completed in 2022, located 2,814 ARC tickets sold within the 29 zip codes in the catchment area. American Airlines (AA) was the only carrier to serve RAC in 2022. During that time, AA provided nonstop service to DFW and Phoenix-Sky Harbor International Airport (PHX).

***Catchment/Service Area***

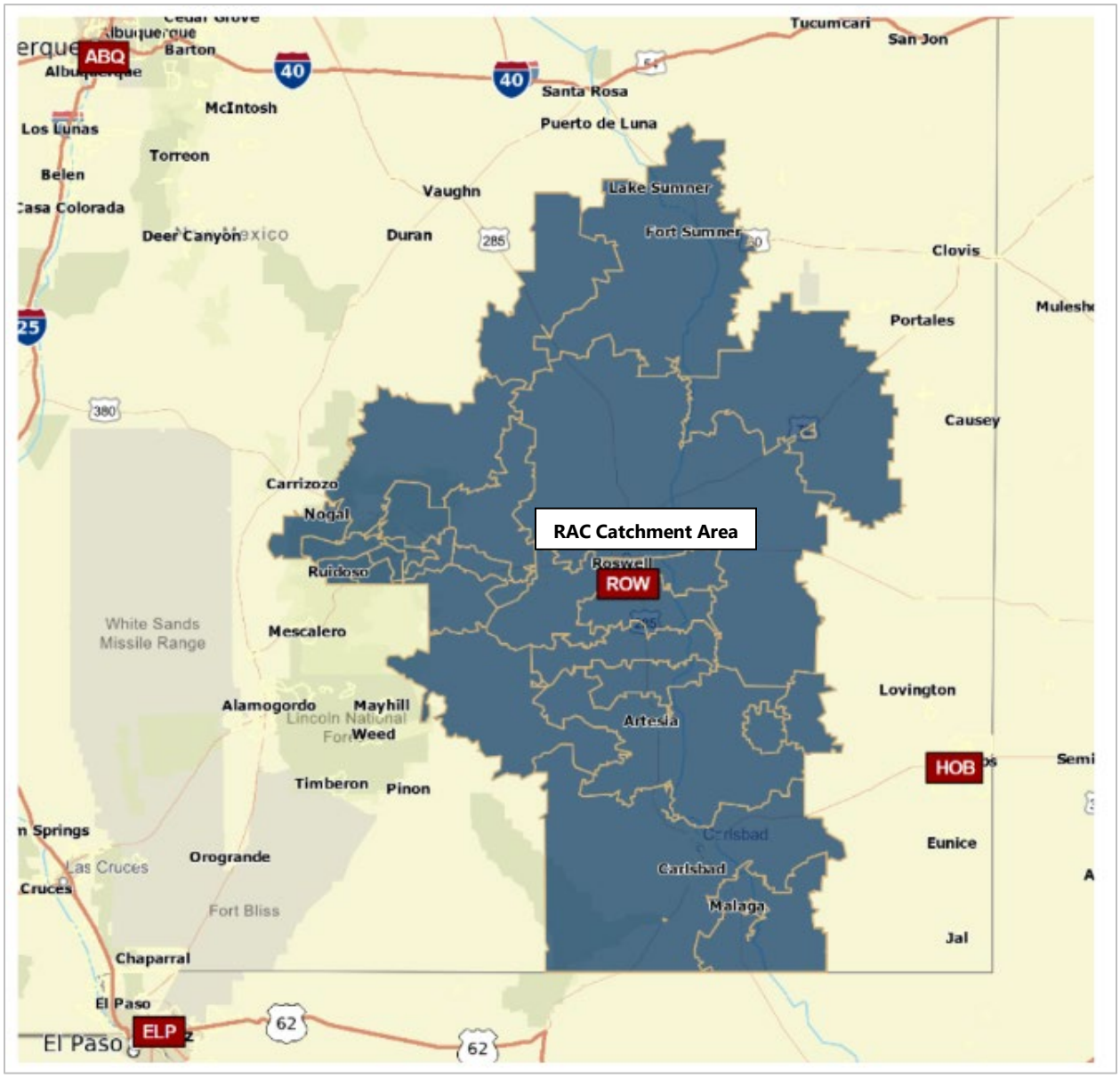
A geographic area surrounding an airport where it can reasonably expect to draw passengers and traffic.

The area contains a population of travelers who, given proximity to RAC, will likely use RAC over a longer drive-time to another competing airport.

A total of 41 percent of catchment area travelers used RAC while 27 percent diverted to El Paso International Airport (ELP), 22 percent to Albuquerque International (ABQ), and 10 percent to other regional airports such as Lea County Regional Airport (HOB) and Lubbock Preston Smith International Airport (LBB). Nearly 56 percent of travelers were destined to or from one of the top 25 markets. PHX was the number one destination, with RAC retaining 47 percent of passengers to PHX; however, this service was suspended with AA in May 2023. **Figure 5** on the next page shows RAC's catchment area. The red boxes identify each airport using its FAA identifier. RAC's FAA identifier is ROW.

The Passenger Demand Analysis concluded that RAC's top opportunity for new service on a legacy airline is with United Airlines to their Denver hub. The non-stop service would improve connections to markets in the Intermountain West and Northwest regions. Additionally, low-cost carriers such as Avelo Airlines and Allegiant Airlines could provide routes to Las Vegas for those leisure passengers who are currently driving to other airports for direct air service to that destination.

*Figure 5: RAC Catchment Area*



## General Aviation (GA) Analysis

As part of the overall Critical Issues Inventory, an analysis of the historic and future trends in the GA industry was performed both for the GA industry nationally and for RAC specifically. Key highlights from the analysis are documented here.

### *General Aviation Industry Statistics and Trends*

A key indicator of GA activity is the number of registered aircraft and licensed pilots. **Table 6** and **Table 7** present the respective breakdowns of registered aircraft and licensed pilots in the United States, New Mexico, and each of the counties in the Market Area, which includes Chaves, De Baca, Eddy, Lea, Lincoln, Otero, and Roosevelt Counties. A breakdown of registered aircraft and pilots is not available beyond the county level, as pilots and aircraft are frequently registered in a different city from where they operate since airports are not available in all communities.

Otero County has most of the registered aircraft and pilots; however, De Baca County has the most registered aircraft on a per 1,000-person basis and Otero County has the most licensed pilots on a per 1,000-person basis.

It is significant to note that Chaves County has the lowest number of registered aircraft on a per 1,000-person basis and the second lowest number of licensed pilots on a per 1,000-person basis. This can have a major impact on the GA activity levels at the Airport and the demand for GA products, services, and facilities.

*Table 6: Number of Aircraft Registration*

| Location | Population | Registered Aircraft | Average per 1k* | Market Share |
|---|---|---|---|---|
| United States | 334,925,895 | 292,094 | 0.9 | |
| State of New Mexico | 2,114,317 | 3,016 | 1.4 | 1.03% |
| | | | | |
| **Chaves County** | **63,561** | **52** | **0.82** | **14%** |
| De Baca County | 1,657 | 5 | 3.02 | 1% |
| Eddy County | 60,275 | 80 | 1.33 | 21% |
| Lea County | 72,101 | 71 | 0.98 | 18% |
| Lincoln County | 20,029 | 59 | 2.95 | 15% |
| Otero County | 58,835 | 96 | 1.39 | 25% |
| Roosevelt County | 18,787 | 22 | 1.17 | 6% |
| | | | | |
| **Total Region** | **305,245** | **385** | **1.3** | **12.77%** |

* Per 1,000 Persons

*Table 7: Number of Licensed Pilots*

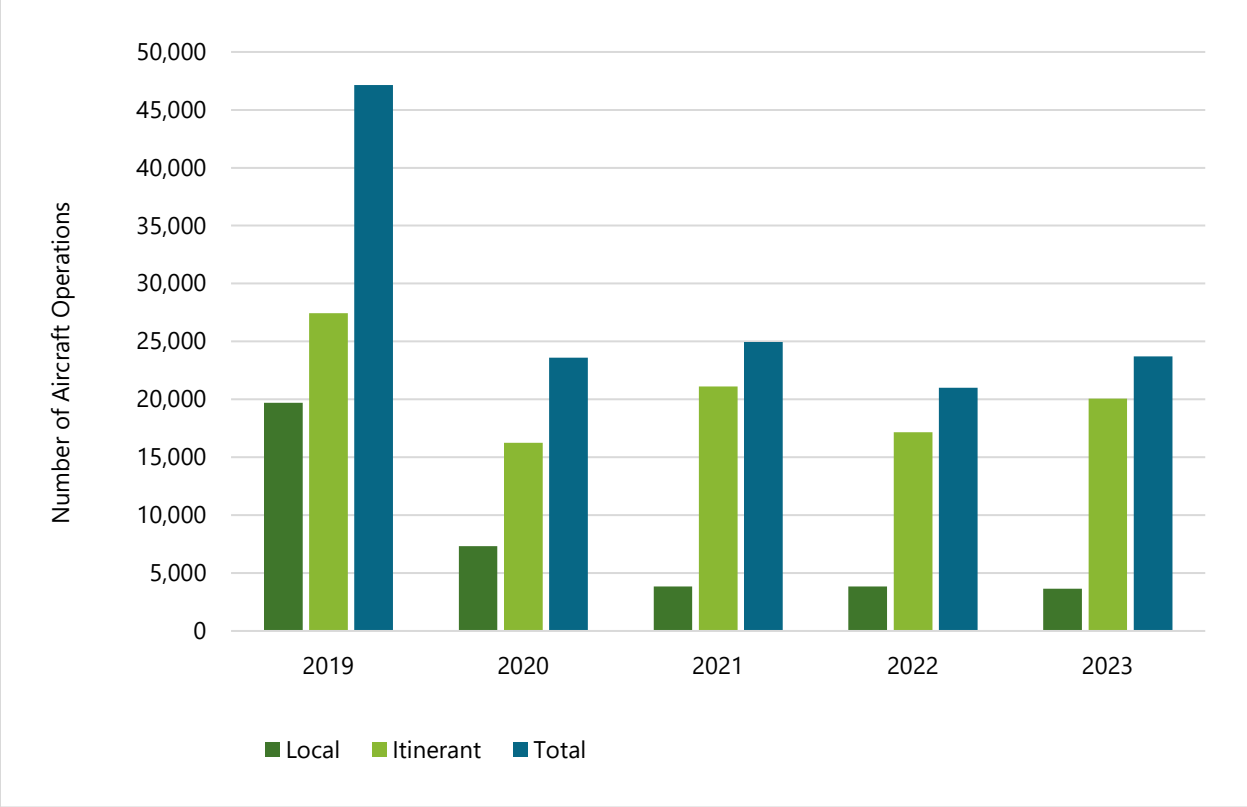
| Location | Population | Licensed Pilots | Average per 1k* | Market Share |
|---|---|---|---|---|
| United States | 334,925,895 | 806,940 | 21 | |
| State of New Mexico | 2,114,317 | 2,152 | 4.5 | 0.27% |
| | | | | |
| **Chaves County** | **63,561** | **90** | **1.42** | **13%** |
| De Baca County | 1,657 | 3 | 1.81 | 0% |
| Eddy County | 60,275 | 111 | 1.84 | 16% |
| Lea County | 72,101 | 77 | 1.07 | 11% |
| Lincoln County | 20,029 | 58 | 2.90 | 8% |
| Otero County | 58,835 | 324 | 4.71 | 45% |
| Roosevelt County | 18,787 | 53 | 2.82 | 7% |
| | | | | |
| **Total Region** | **305,245** | **716** | **2.35** | **33.27%** |

* Per 1,000 Persons

## *RAC Historical General Aviation Operations Data*

GA aircraft operations are a key indicator of aviation activity and demand. An aircraft operation is defined as an aircraft take-off or landing, meaning an aircraft conducting touch-and-go's counts as two operations. **Figure 6** depicts the historic record of annual operations at the Airport between 2019 and 2023. GA aircraft operations dropped during COVID and have not recovered.

*Figure 6: General Aviation Aircraft Operations*



As shown in **Table 8**, total GA aircraft operations at the Airport have decreased from 47,149 in 2019 to 23,712 in 2023. This represents a total decrease of 49.71 percent from 2019 to 2023.

*Table 8: General Aviation Aircraft Operations*

| Year | Local | Itinerant | Total | % Change from Previous Year |
|---|---|---|---|---|
| 2019 | 19,712 | 27,437 | 47,149 | N/A |
| 2020 | 7,335 | 16,254 | 23,589 | -49.97% |
| 2021 | 3,840 | 21,112 | 24,952 | 5.78% |
| 2022 | 3,840 | 17,149 | 20,989 | -15.88% |
| 2023 | 3,645 | 20,067 | 23,712 | 12.97% |

According to the 2022 FAA Master Record, the Airport had 38 based aircraft, comprising 22 single-engine piston, 9 multi-engine piston, 5 jet aircraft, and 2 helicopters.

## *General Aviation Industry Forecasts*

Although historic trends and activity provide context for existing conditions, forecasts should also be considered to understand how future demand will affect the Airport. The FAA works with multiple respected industry forecasters, including General Aviation Manufacturers Association (GAMA), to develop the *Aerospace Forecasts*, an annual publication that projects a variety of activity indicators for both commercial and GA metrics over a 20-year planning period. The following projections through 2043 were included in the 2023-2043 publication of the *Aerospace Forecasts*.

- **Total Active GA Aircraft** – Expected to increase 0.2% annually
- **Piston Active GA Aircraft** – Expected to decrease 0.6% annually
- **Turbine Active GA Aircraft** – Expected to increase 2.0% annually
- **Total Hours Flown in GA Aircraft** – Expected to increase 0.8% annually
- **Total Hours Flown in Piston GA Aircraft** – Expected to decrease 0.6% annually
- **Total Hours Flown in Turbine GA Aircraft** – Expected to increase 2.2% annually
- **Active GA Pilots (not including student pilots)** – Expected to increase 0.3% annually
- **GA Avgas Consumption** – Expected to decrease 0.6% annually
- **GA Jet Fuel Consumption** – Expected to increase 1.8% annually
- **New Business Jet Deliveries** – Expected to increase 3.4% annually through 2026.[1]

[1] https://airinsight.com/airinsight-business-aviation-forecast-2023-2032

## SWOT Analysis

The Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis focused on what changes and improvements to RAC's management, staffing, marketing, budgeting, and infrastructure are necessary to build upon the strengths, address the weaknesses, capitalize on the opportunities, and mitigate the threats to the Airport. The SWOT analysis looked at categories that are within RAC's control, categorized as strengths and weaknesses, and those that are outside of RAC's control, categorized as opportunities and threats. **Table 9** and **Table 10** display the initial SWOT discussion items from Stakeholder Meeting #1.

The information collected through the Stakeholder meeting and preliminary SWOT discussion is used to inventory the critical issues and develop the goals and action plan. This information forms the basis for evaluating the progress and effectiveness of action items that come from the Plan.

*Table 9: SWOT Analysis Results – Strengths and Weaknesses*

| Strengths | Weakness |
|---|---|
| ■ Land availability<br>■ Property development at the Airport<br>■ Land rental rate<br>■ Runway size/design<br>■ Geographic location<br>■ ARFF index capability<br>■ Water rights- ownership<br>■ Hangar space availability<br>■ Free parking<br>■ Land use compatibility<br>■ Relationships with airport users<br>■ Desire and interest in improvements<br>■ Growth opportunities and land usage<br>■ Aeronautical tenants<br>■ Extraterrestrial marketing brand<br>■ Non aeronautical development sites<br>■ Safety record | ■ Aging equipment/infrastructure/hangar conditions poor/environmental hazards (lead, asbestos, etc.)<br>■ Utility availability<br>■ Security controls for a large area<br>■ Terminal size/functionality FAA compliance<br>■ Crosswind runway- missing a crosswind runway and winds can get high during some parts of the year<br>■ Location related to large employers<br>■ Governance structure of the airport/city alliance<br>■ Airport's relationship with the city<br>■ Project management<br>■ Financing capacity limitations<br>■ Potential workforce limitations<br>■ Lack of communication within city government<br>■ Relationship with GA tenants<br>■ Lease compliance management<br>■ FBO product services and facilities<br>■ Lack of revenue sources- the availability is there but the airport isn't pursuing much to take advantage<br>■ Lack of noncommercial self-service fuel<br>■ Lack of marketing plan<br>■ Financial reserves<br>■ Airline service reliability<br>■ Air service development<br>■ Terminal facilities |

*Table 10: SWOT Analysis Results – Opportunities and Threats*

| Opportunities | Threats |
|---|---|
| ■ Highway and rail availability- cargo<br>■ Avgas supply<br>■ Climate/weather<br>■ Strategic plan<br>■ Opportunity to improve local workforce<br>■ Airspace around RAC<br>■ Explore complimentary industries<br>■ Industry participation/private investment<br>■ Electrification<br>■ State aviation department support<br>■ College A&P program<br>■ Fed and State, aeronautical and non-aeronautical grants<br>■ Solicitation/RFP for products and services<br>■ Low market value land<br>■ Capture tourism<br>■ RARA<br>■ MOA<br>■ Non-RARA air racing<br>■ Business development<br>■ New partnerships<br>■ Fiber infrastructure<br>■ Aerospace R&D<br>■ Local air service<br>■ Air carrier expansion | ■ Safety/security for a large area<br>■ Infrastructure expense<br>■ Limited ground transportation within the city and limited rental car services<br>■ TSA security requirements<br>■ Aging ATC facilities<br>■ Natural disasters<br>■ Drug trafficking impacts<br>■ Political and climate impacts<br>■ Conflicting economic development initiatives permitting and inspection process with city<br>■ Local workforce size and skillset<br>■ Lack of affordable housing<br>■ Wage disparity between the workforces<br>■ Support by state government<br>■ Low-income housing near the Airport<br>■ Small workforce available<br>■ Demand for workforce is low<br>■ International war/risks<br>■ State of aviation industry, mechanics<br>■ Regulatory environment changes<br>■ Number of based aircraft declining<br>■ Flight training aircraft available/no formal flight school<br>■ Competing airports<br>■ MRO long term storage<br>■ Loss of air service<br>■ Leakage<br>■ Air carrier workforce<br>■ Declining enplanements |

## *SWOT Highlights and Survey Results*

As part of the development of the Strategic Plan, a SWOT Analysis Survey (Survey) was sent to the City and Airport Management staff, City elected officials, Airport tenants and users, and community members. The purpose of this Survey is to identify actual and perceived strengths and weaknesses (from an internal perspective) and opportunities and threats (from an external perspective) of the Roswell Air Center (RAC or the Airport). The aggregate results of the Survey conveyed the Airport's stakeholder's perception of the Airport and sets the stage for developing an appropriate airport mission statement, vision statement, values statement, and goals.

| ***Internal to the City or Airport*** | ***External to the City or Airport*** |
|---|---|
| **Strengths**<br>Items accomplished particularly well or unique assets of the Airport, especially in comparison to competitive and comparable airports. Strengths need to be preserved, built on, and leveraged.<br><br>**Weaknesses**<br>Items that are not accomplished particularly well, hinder or prevent desired performance, or are acutely lacking or need to be improved. Weaknesses need to be addressed and remedied. | **Opportunities**<br>Items that could help realize the mission and vision for the Airport. Opportunities are typically identified by studying changes or trends in the industry, the community, the marketplace, or at the Airport. Opportunities need to be seized and capitalized on.<br><br>**Threats**<br>Items that could threaten the realization of the mission and vision for the Airport. Threats are typically identified by studying changes or trends within the industry, the community, the market, or at the Airport. Threats need to be managed or, if possible, eliminated. |

## *SWOT Priorities from Workshop and Survey*

The Project Team met with stakeholders on March 6, 2024, as well as provided an emailed follow-up survey opportunity to review the SWOT Analysis Survey results and define RACs greatest strengths, weaknesses, opportunities, and threats. The following categories organize and outline the top SWOT selections of the stakeholder groups. These results will be used to inform important critical issues in next section of this working paper as well as the Vision, Mission, and Goals exercise. SWOT priorities are as follows:

| | ***Strength*** | ***Weakness*** |
|---|---|---|
| **Airport Sponsor Organization (City of Roswell)** | Taxing and Bonding Authority | Governance Structure |
| **Airport Organization** | Airport Name and Logo (Recognition, graphics, colors) | Industry Participation (associations, conferences, government relations) |
| **Airport Planning, Management, and Compliance Documents** | Airport Layout Plan (e.g., current, utilized, reflects Airport, etc.) | Capital and Operating Budgets and Capital Improvement Plan (e.g., current, utilized, reflects Airport, etc.) |
| **Airport Finance** | Non-Operating Sources of Funds | Operating Expenses |
| **Airport Operations** | Airport Rescue and Fire Fighting (e.g., vehicles, equipment, personnel, etc.) | Security (e.g., vehicles, equipment, personnel, etc.) |
| **Airport Facilities and Improvements** | General Aviation Terminal Building (e.g., location, size, functionality, condition, etc.) | Aircraft Maintenance Hangars (e.g., number, location, size, functionality, condition, etc.) |
| **Airport Airside Land and Infrastructure** | Developable Land (e.g., acreage, utilities, grade, etc.) | Roadways (e.g., number, size (capacity), weight bearing capacity, condition, etc.) |
| **Airport Landside Land and Infrastructure** | Developable Land (e.g., acreage, utilities, grade, etc.) | Landscaping |

| | ***Opportunity*** | ***Threat*** |
|---|---|---|
| **FAA Infrastructure** | Air Traffic Control Tower | Approaches and Navigational Aids |
| **Scheduled Passenger and Cargo Services** | Annual Enplanements | Scheduled Passenger Airlines (e.g., number, flights, destinations, etc.) |
| **Aviation Products, Services, Facilities** | Restaurant | Number and Quality of FBOs |
| **Airport Environment** | Ability to host airshows and events. | Based Aircraft (e.g., number, type, etc.) |
| **Community Environment** | Educational Institutions | Ground Transportation Service (number, capacity, proximity, availability, etc.) |
| **General Environment** | Funding Mechanisms - State | Funding Mechanisms - Federal |

## Critical Issues Inventory

The Project Team identified critical issues that were developed based on the SWOT results and the feedback from Stakeholder Meetings #1 and #2. The SWOT and Critical Issues Inventory will be a tool/resource in crafting goals and strategy for Stakeholder Meeting #4 as well as in creation of the final Strategic Plan. The Critical Issue Inventory is intended to spark ideas and act as a reminder of issues and challenges discussed as well as strengths and opportunities identified in our Stakeholder meetings. The issues identified below, as well as any additional critical issues identified by Stakeholders, will be carried forward and used to develop goals and objectives for Plan action items. These critical issues are identified and categorized as follows:

<table>
<tr><th colspan="2">Land Assets and Resources</th></tr>
<tr><td>

- How can RAC leverage and put to work the extensive RAC land holdings?
- How can the RAC plan for and use the available and accessible water resources to enhance economic development?
- Would RAC benefit from a water infrastructure delivery plan for west, south, and east land holdings?

</td><td>

- What is the best strategy to market low-cost commercial and industrial real estate?
- How can the Airport best market and leverage their extensive runway, ramp, Air Traffic Control, hangar, and land resources?

</td></tr>
<tr><th>Physical Facilities and Emerging Trends and Technologies</th><th>Leadership Needs and Management Efficiencies</th></tr>
<tr><td>

- How can the Airport address the significant facility maintenance requirements of its aging/legacy buildings and hangar facilities?
- How can the Airport strengthen its Capital Operating Budget and Capital Improvement Program?
- How can the Airport leverage and take advantage of highway and rail infrastructure nearby?
- How can the Airport enhance its landside and airside road network?
- How can the Airport take advantage of history, reputation, and relationships to create a brand to leverage investment?
- What are applicable emerging trends and technologies for RAC to attract?
- What opportunities in Commercial Space and Spaceports should RAC investigate?
- What electrification opportunities are available at RAC to attract emerging AAM, RAM and UAM technologies?

</td><td>

Employee well-being and job satisfaction are the most critical components of any service-oriented business, and RAC is no exception. Ensuring the proper staffing levels is beneficial for employees and operations. Adequate staffing levels will allow employees to be more focused and efficient, which is the cornerstone of the other areas of focus. Leadership and staffing issues and aspirations have been identified below.

- What is the best Governance structure for RAC (City, County, Authority)?
- How should the City leverage and take advantage of strong RAC staff?
- Create a succession plan.
- Create policy to periodically compare wages and benefits with competitive and comparable airports to assure RAC can retain current talent and attract new employees. Need to balance this process with City and County employee compensation.
- Create a Professional Development Plan for current staff.

</td></tr>
</table>

| | |
|---|---|
| ■ What does the Airport need to do to attract additional aerospace and aeronautical R&D and manufacturing?<br>■ How can the Airport address landscaping and beautification deficiencies? | ■ Consider possible incentive plan for staff to achieve AAAE, ACI-NA, NATA credentials and Certifications (CM, AAE, ACE programs)<br>■ Is airport staff participating in industry committees and organizations?<br>■ Promote and support airport staff attending aviation industry conferences and events.<br>■ The Airport has operated in similar fashion for 40 years; how does the Airport shake-up systems to better understand new or innovative options? |
| **Terminal Facilities and Concessions** | **Air Service and Competition** |
| ■ What is the future of the current airport terminal and concession services including rental car operations and services?<br>■ Should RAC plan for a new terminal, expand existing, remodel, etc., and what funding opportunities are available to support these improvements?<br>■ How can RAC meet and exceed current and future TSA checkpoint standards?<br>■ How can the Airport address current and future hold room deficiencies to attract multiple airlines operating concurrently? | ■ How can RAC retain the air service they have and attract new and needed air services to key markets (considering PHX, DEN, and LAS markets)?<br>■ What steps can RAC take to reduce leakage to competitive airports (e.g., CVN now has flights to DEN and DFW)?<br>■ How can RAC take advantage of FAA and State Air Service Development grant and funding programs?<br>■ How can community maintain and increase passenger enplanements?<br>■ How can RAC enhance local and regional partnering to continue marketing what Roswell and Chaves County have to offer as well as attributes that are attractive to airlines and passengers? |
| **Finance - Revenue Status / Diversification Needs** | **Economic and Job Creation Strategies** |
| ■ How does the Airport use RAC land and facilities to help diversify the City and County regional economy?<br>■ How can the Airport enhance non-operating revenue?<br>■ How can RAC best leverage airport bonding and taxing authority?<br>■ How can the Airport develop leasing standards to be approved by the City Council?<br>■ How can the Airport develop rates, fees, and charges standards to be approved by the City Council?<br>■ How can the Airport enhance FBO service from current levels and create minimum standards for private FBOs? | ■ How can the Airport incentivize more amenities in and around the airport for local businesses and the traveling public such as hotels, restaurants, and transportation network companies (TNCs) like Uber and Lyft?<br>■ Inventory and plan for Federal, State, and Local funding and grant opportunities.<br>■ How can the City, County, and Airport provide enhanced ground transportation services?<br>■ How can local colleges and universities utilize Airport resources and assets to enhance their programs and engage students?<br>■ How can the Airport embrace the local workforce and find opportunities to attract business to help their local job market? |

- Study and consider plan to self-providing FBO services.
  - A feasibility study and financial proforma can give insight into pros/cons of this option.
  - This process needs to track closely with current FBO lease agreements.
- How can the Airport retain current based aircraft and attract additional based aircraft?
- How can the Airport attract and then retain flight training and flight instruction operator(s)?
- How can the Airport increase the number of military flights and Military training at RAC?
- How can the Airport ensure the success of its restaurant and assure there is food service for the flying public and local based tenants?
- How can the Airport attract additional based aircraft?

- How can the Airport use facility and land resources to attract more regional and community events, festivals, airshows, air races, etc.?
- How can the Airport leverage the substantial amounts of hangar space and resources of RAC?
- Consider creation of an Airport Marketing Plan.
- How can the Airport leverage its facilities and community to attract regional and national events, air races, and airshows?
- How can the Airport and local colleges and universities partner to create job opportunities, student enrichment, and private industry investment in the Airport?
- What are the strategies to take full advantage of State and Federal funding and Grant programs (AIP, AIG, BIL)?

**Airport Operations**

- How can the Airport enhance and improve Airport Security (vehicles, equipment, personnel)?
- How can the Airport continue to build and enhance its ARFF resources and services?
- How can the Airport take advantage of airspace, Flight Procedures, and Navigation Aids?
- How can the Airport support and sustain its Federal ATC facility?
- How can the Airport enhance FBO services for its customers?

**Environmental and Sustainability**

- How can the Airport adapt their facilities to take advantage of New Mexico's climate as well as build environmental resilience for any potential future climate change?
- Consider creating a Sustainability Plan to reduce where possible the carbon footprint of RAC including a GHG Inventory and GHG reduction plan.
- What are the options for remediation of superfund sites and contaminated sites from the old Walker Air Force Base operations?

## Peer Benchmarking

The following situational analysis will frame the existing conditions at RAC in the context of other peer airports across the country. Based on similar size, finances, runways, and proximity to medium or large hub airports, the following facilities are most appropriate to use for peer analysis. The peer airports have been selected based on two categories.

- **Comparable airports:** airports similar in size and scale with RAC and offer similar services and facilities. RAC may at times compete for based aircraft, fuel, tenants, and passengers.
- **Competitive airports:** airports that RAC is in direct competition with for air service passengers.

**Table 11** demonstrates the competitive and comparison airports for the benchmarking analysis.

*Table 11: Peer Benchmarking Airports*

| Airport | Location | Peer Type |
|---|---|---|
| Albuquerque International Sunport (ABQ) | Albuquerque, NM | Competitive |
| Rick Husband Amarillo International Airport (AMA) | Amarillo, TX | Competitive |
| El Paso International Airport (ELP) | El Paso, TX | Competitive |
| Lubbock Preston Smith International Airport (LBB) | Lubbock, TX | Competitive |
| Midland International Air & Space Port (MAF) | Midland, TX | Competitive |
| Santa Fe Regional Airport (SAF) | Santa Fe, NM | Competitive |
| Lea County Regional Airport (HOB) | Hobbs, NM | Competitive/Comparison |
| San Angelo Regional Airport-Mathis Field (SJT) | San Angelo, TX | Comparison |
| Tyler Pounds Regional Airport (TYR) | Tyler, TX | Comparison |
| Waco Regional Airport (ACT) | Waco, TX | Comparison |
| Clovis Regional Airport (CVN) | Clovis, NM | Comparison |
| Cavern City Air Terminal (CNM) | Carlsbad, NM | Comparison |

The peer airports will be used to prepare benchmarks and assess how RAC performs relative to the industry. **Table 12** shows the detailed results for the comparable airports within the peer benchmarking analysis. Peer airports can serve as a source of inspiration for how to address challenges faced by RAC, whether through best management practices, technology improvements, staff development and augmentation, or a combination of approaches. All the comparable airports are primary non-hub airports except for CNM, and they all have a similar number of FBOs and airlines. All the airports have privately run FBOs except for CVN, which is run by the airport. Besides HOB, all the comparable airports have a similar number of enplanements. All the airports have a similar number of full-time equivalent (FTE) employees, with RAC having the most (13). For CNM, only the airport director was noted as an FTE dedicated to the airport. Other staff are likely part time with the airport and matrixed to other city departments.

Where these comparable airports diverge is with the type and number of aircraft operations, with SJT and ACT having significantly more aircraft operations, driven mostly by general aviation (itinerant and local) and military operations (itinerant and local). Given this, it is not surprising that these airports also have significantly more single-engine based aircraft.

*Table 12: Comparable Airports*

| Airport Profile | RAC | Airport 1 | Airport 3 | Airport 2 | Airport 4 | Airport 5 | Airport 6 |
|---|---|---|---|---|---|---|---|
| **FAA Airport Identifier** | **ROW** | **HOB** | **SJT** | **TYR** | **ACT** | **CVN** | **CNM** |
| Service Level of NPIAS Airport | Primary | Primary | Primary | Primary | Primary | Primary | Commercial Service |
| Hub Type | Non-hub | Non-hub | Non-hub | Non-hub | Non-hub | Non-hub | N/A |
| ARFF Index | A | A | B | B | B | A | A |
| Airport Size (acres) | 5,029 | 898 ac. | 1,517 ac. | 1,200 ac. | 1,369 ac. | 1,480 ac. | 1,980 ac. |
| Number of Runways | 2 | 3 | 3 | 3 | 2 | 3 | 4 |
| Longest Runway | 13,000 ft. | 7,398 ft. | 8,054 ft. | 8,334 ft. | 7,107 ft. | 7,200 ft. | 7,854 ft. |
| FTE | 13 | NA | 11 | 11 | 10 | 7 | 1 |
| FBO | 1 | 2 | 2 | 2 | 1 | **1** | 1 |
| Airlines | 1 | 2 | 1 | 1 | 1 | 1 | 1 |
| Airlines Destinations | 1 | 3 | 1 | 1 | 1 | 2 | 2 |
| **Enplanements** | | | | | | | |
| Air Carrier | - | - | 628 | - | 3,279 | - | 5,224 |
| Air Taxi | - | - | - | 8 | - | - | |
| Commuter | 54,350 | 18,409 | 55,472 | 41,274 | 52,296 | 13,629 | - |
| **Total** | **54,350** | **8,409** | **56,100** | **41,282** | **55,575** | **13,629** | **5,422** |
| **Aircraft Operations** | | | | | | | |
| Air Carrier | 2,166 | 1 | 2536 | 2279 | 269 | 0 | 5,224 |
| Air Taxi | 2,078 | 1,583 | 4574 | 3642 | 5301 | 0 | 0 |
| General Aviation Itinerant | 7,061 | 5,369 | 19682 | 23410 | 38279 | 4,421 | 0 |
| Military Itinerant | 6,774 | 64 | 10561 | 483 | 6047 | 8,743 | 250 |
| General Aviation Local | 1,238 | 1,628 | 18372 | 9913 | 29166 | 1,829 | 3,175 |
| Military local | 3,273 | 66 | 20049 | 386 | 589 | 0 | 0 |
| **Total** | **22,590** | **8,711** | **75,774** | **40,113** | **79,651** | **14,993** | **8,649** |
| **Based Aircraft** | | | | | | | |
| Single - Engine | 22 | 47 | 77 | 71 | 52 | 51 | 17 |
| Jet | 5 | 1 | 22 | 19 | 3 | 7 | 1 |
| Multi-Engine | 9 | 3 | 6 | 15 | 13 | 11 | 3 |
| Helicopter | 2 | 1 | 3 | 5 | 6 | 3 | 1 |
| Other | 0 | 0 | 1 | 0 | 0 | 0 | 0 |
| **Total** | **38** | **52** | **109** | **110** | **74** | **72** | **22** |

**Table 13** shows the detailed results for the competitive airports within the peer benchmarking analysis and **Table 14** breaks out the distance from RAC for each competitive airport to show the potential for passenger leakage. Competitive airports, while often significantly different in size and operations, help airports understand where their potential passengers may be choosing to travel through in order to focus their efforts to capture more of those passengers.

Besides the significant difference in enplanements, aircraft operations, and based aircraft, it is important to note that all the competitive airports have at least three times the destinations and at least one additional airline for passengers to choose from. SAF is the closest in size, as a fellow primary non-hub airport with an ARFF Index A and similar FTE staffing, but it has over twice the enplanements and operations.

*Table 13: Competitive Airports*

| Airport Profile | RAC | Airport 1 | Airport 2 | Airport 3 | Airport 4 | Airport 5 | Airport 6 | Airport 7 |
|---|---|---|---|---|---|---|---|---|
| **FAA Airport Identifier** | **ROW** | **ABQ** | **AMA** | **ELP** | **LBB** | **MAF** | **SAF** | **HOB** |
| Service Level of NPIAS Airport | Primary | Primary | Primary | Primary | Primary | Primary | Primary | Primary |
| Hub Type | Non-hub | Medium-Hub | Non-hub | Small-hub | Small-hub | Small-hub | Non-hub | Non-hub |
| ARFF Index | A | C | B | C | C | C | A | A |
| Airport Size (acres) | 5,029 | 2039 ac. | 3,547 ac. | 6,670 ac. | 3,000 ac. | 1,600 ac. | 2,128 ac. | 898 ac. |
| Number of Runways | 2 | 3 | 2 | 3 | 3 | 4 | 3 | 3 |
| Longest Runway | 13,000 ft. | 13,793 ft. | 13,502 ft | 12,020 ft. | 11,500 ft. | 9,501 ft. | 8,366 ft. | 7,398 ft. |
| FTE | 13 | 169 | 58 | 231 | 50 | 29 | 15 | NA |
| FBO | 1 | 2 | 1 | 2 | 1 | 1 | 3 | 2 |
| Airlines | 1 | 8 | 3 | 7 | 3 | 4 | 2 | 2 |
| Airlines Destinations | 1 | 29 | 8 | 21 | 15 | 7 | 3 | 3 |
| **Enplanements** | | | | | | | | |
| Air Carrier | - | 1,860,368 | 206,198 | 1,416,055 | 277,486 | 330,419 | 29 | - |
| Air Taxi | - | 13 | 6 | - | 8 | 74 | 16 | - |
| Commuter | 54,350 | 378,990 | 143,904 | 426,900 | 02,597 | 287,401 | 27,245 | 8,409 |
| **Total** | **54,350** | **2,239,371** | **350,108** | **,842,955** | **480,091** | **617,894** | **127,290** | **18,409** |
| **Aircraft Operations** | | | | | | | | |
| Air Carrier | 2,166 | 43,152 | 7,843 | 40,202 | 13,245 | 16,217 | 4,437 | 1 |
| Air Taxi | 2,078 | 26,206 | 5,582 | 16,627 | 16,031 | 6,806 | 6,322 | 1,583 |
| General Aviation Itinerant | 7,061 | 36,357 | 10,484 | 22,870 | 33,633 | 18,282 | 22,454 | 5,369 |
| Military Itinerant | 6,74 | 14,169 | 8,092 | 6,256 | 6,871 | 8,668 | 1,688 | 64 |
| General Aviation Local | 1,238 | 13,247 | 4,114 | 5,292 | 19,316 | 2,021 | 19,502 | 1,628 |
| Military local | 3,273 | 4,744.00 | 4,875.00 | 915.00 | 4,253.00 | 3,821 | 883 | 66 |
| **Total** | **22,590** | **137,875** | **40,990** | **92,162** | **93,349** | **55,815** | **55,286** | **8,711** |
| **Based Aircraft** | | | | | | | | |
| Single - Engine | 22 | 74 | 9 | 174 | 100 | 36 | 130 | 47 |
| Jet | 5 | 33 | 9 | 5 | 19 | 30 | 23 | 1 |
| Multi-Engine | 9 | 50 | 11 | 27 | 35 | 37 | 22 | 3 |
| Helicopter | 2 | 33 | 0 | 8 | 2 | 3 | 4 | 1 |
| Other | 0 | 48 | 0 | 1 | 0 | 0 | 11 | 0 |
| **Total** | **38** | **238** | **29** | **215** | **156** | **106** | **190** | **52** |

Leakage is the aviation term for air travelers who choose to drive to another airport instead of flying out of the airport closest to their home. Travelers may choose to drive to another airport for a variety of reasons, but primarily it is for ticket price or more convenient flight times and direct flight options. Depending on these factors, passengers may drive as much as 200-250 miles. As is clear from **Table 14** below, all of the competitive airports are within the upper limit of this standard. For example, depending on the destination, travelers may choose to drive three hours to ABQ or SAF for a direct flight to their final destination instead of having a 3-hour layover in DFW.

*Table 14: Competitive Airport Distance from RAC*

| Airport Profile | RAC | Airport 1 | Airport 2 | Airport 3 | Airport 4 | Airport 5 | Airport 6 |
|---|---|---|---|---|---|---|---|
| **FAA Airport Identifier** | **ROW** | **ABQ** | **AMA** | **ELP** | **LBB** | **MAF** | **SAF** |
| Distance from ROW | - | 213.7 miles | 230.1 miles | 207.1 miles | 182.1 miles | 206.9 miles | 209.4 miles |
| Drive Time from ROW | - | 3h 10min | 3h 41min | 3h 28min | 2hr 53min | 3hr 20min | 3hrs 5 min |
| Distance from Hub | 213.7 miles | NA | 110 miles | NA | NA | NA | 60 miles |

## NEXT STEPS

The Stakeholder meetings will be held as follows:

- **MARCH 2024** Stakeholder Meeting #2 – SWOT (*Complete*)
- **APRIL 2024** Stakeholder Meeting #3 – Mission & Vision (*Complete*)
- **JUNE 2024** Stakeholder Meeting #4 – Goal Development and Action Plan (*Complete*)
- **OCTOBER 2024** Stakeholder Meeting #5 – Final Strategic Plan (*Complete*)

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

**Regular City Council Meeting** 39.
**Meeting Date:** 11/14/2024
**COMMITTEE:** N/A
**CONTACT:** N/A **CHAIR:** Mayor Pro Tem

## ACTION REQUESTED:
Approval of Mayor Jennings' recommendation of appointment to the Commission on Aging for Jimmy Masters - Position 4 (1st term 11/14/24-03/31/27). (Heldenbrand/Martinez)

## BACKGROUND:
Initiated by: Amalia Martinez

The Commission on Aging consists of 7 members. Each member shall serve (2) four-year terms.

## FINANCIAL CONSIDERATION
There is no direct financial impact associated with this item.

## LEGAL REVIEW:
Vacancies on Boards are filled under Roswell City Code Sec. 2-97(b)(1): "The mayor, with the advice and the consent of the City Council, shall appoint all board members".

## BOARD AND COMMITTEE ACTION:
N/A

## STAFF RECOMMENDATION:
Proceed as presented.

**Attachments**

Mayors Memo

ROSWELL
New Mexico

City of Roswell
Office of the Mayor

MEMORANDUM
City of Roswell

To: CITY COUNCIL MEMBERS
From: Timothy Z. Jennings, Mayor
Date: November 14, 2024
Subject: Recommended Appointment

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City Council Members,

I would like to recommend the appointment listed below to be made at the City Council meeting on November 14, 2024. I will make this recommendation and ask that you approve it that evening.

**Commission on Aging**

- Jimmy Masters – Position 4
  - 1st Term: November 14, 2024 - March 31, 2027

Sincerely,

Timothy Z. Jennings
Mayor, City of Roswell, NM

/am

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