REGULAR MEETING
CITY OF ROSWELL COUNCIL - AGENDA
THURSDAY, DECEMBER 12, 2024
Chaves County Administrative Center
Commission Chambers - #1 St. Mary's Place
Roswell, New Mexico 88203

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.

DECEMBER 12, 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 December 12, 2024, Regular City Council Meeting. (Heldenbrand/Martinez)

2. Approval of consent agenda - approve the consent agenda for the December 12, 2024, Regular City Council Meeting. (Heldenbrand/Martinez)

CONSENT ITEMS *(items 3-19 will be approved at the time of the approval of the consent agenda)*

3. Approval of purchase order requested for Noon Optimist Park Lighting upgrades from J&G Electric in the amount of $649,752.98 including GRT. (Corn/MacCormack)pg. 4

4. Approval for ratification of disaster relief PO 22501472 in the amount of $86,748.22 to Abraham's Construction for repair of damaged bridge rail on the Kentucky St Bridge over Spring River. (Corn/MacCormack)pg. 8

5. Approval for an expenditure of $42,016.01 to RoofCare Services for library roof repairs from Capital Improvement Funds. (Corn/Costley)pg. 16

6. Approval of requisition No. 12502011 to Quality Tool & Equipment DBA Best Buy Automotive Equipment for the West Lot TSU Evidence Building in the Amount of $44,990.00 for ten (10) Atlas Garage Pro Parking 4 Post LIfts for vehicle evidence storage. Transferring funds from Capital Expense - Building GL No. 1101411-817503 to Maintenance and Repairs Building 1101411-614002. (Corn/Prichard)pg. 28

7. Approval for an expenditure in the amount of $476,980.17 which includes GRT for; Roswell Water Master Plan Project to Freese & Nichols Inc. (Corn/MacCornack)pg. 33

8. Approval to utilize Roswell Independent School District (SRO) monies up to $90,000 to purchase Real Time Crime Center cameras and equipment. It will be reimbursed from the State Homeland Security Grant Program (SHSGP) grant. (Corn/Aldana)pg. 103

Resolution(s)

9. Resolution 24-53: Consider adoption of Resolution 24-53 authorizing the assignment of official representatives and signatory authorities for NMED emergency funding loan agreement. (Oropesa/MacCornack)pg. 104

10. Resolution 24-54: adoption of Resolution 24-54 for support of the application to the New Mexico Matching Fund to provide matching funds for possible Safe Streets and Roads for All funding application. (Corn/MacCornack)pg. 107

11. Resolution 24-55: Consider adoption of Resolution 24-55 for Travel Expenditures. (Corn/Heldenbrand)pg. 109

12. Resolution 24-56: Consider adoption of Resolution 24-56 approving budget adjustment for the fiscal year ending June 30, 2025. (Corn/Gomez)pg. 113

13. Resolution 24-57: Disposal of Certain Surplus Personal Property- adoption of Resolution 24-57 authorizing the Disposal of Certain Surplus Personal Property. (Corn/Hicks)pg. 116

14. Resolution 24-58: Consider adoption of Resolution 24-58 for receiving fire recruitment funds from the DFA. (Corn/Fuller)pg. 120

15. Resolution 24-59: Weeds - Consider adoption of Resolution 24-59 the Resolution shall mandate the cleanup of approximately two (2) separate properties within the City. (Heldenbrand/Franco)pg. 124

16. Resolution 24-60: Condemnations - Consider adoption of Resolution 24-60 the resolution shall require the removal or demolition of one (1) dilapidated structure. (Heldenbrand/Franco)pg. 128

Bids, RFP's and Agreements

17. Approval for an expenditure of $2,406,178.84, including GRT, for ITB-25-003, Elm St Bridge Replacement Project to Abraham's Construction. (Corn/MacCornack)pg. 133

18. Approval of Award Recommendation for RFP 25-004 City of Roswell Comprehensive Master Plan and authorize the City Manager to enter into contract negotiations with Able City of El Paso, TX. (Corn/Vickers)pg. 139

Minutes

19. Approval of the minutes from the Regular City Council meeting on November 14, 2024. (Heldenbrand/Martinez)pg. 141

NON-ACTION ITEMS (Information Items)

20. Air Center Updates (Bobbi Thompson)

21. Roswell High Football 2024 Class 5A State Football Champions (Coach Jeff Lynn)

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)

22. Ordinance 24-22: Hold a public hearing to consider adopting proposed Ordinance 24-22 An Ordinance Amending Chapter 4 of the Roswell City Code. (Halvorson/Mathews)pg. 156

NEW BUSINESS / REGULAR ITEMS

23. Approval of Mayor Jennings' recommendation of appointment to the Parks and Recreation Commission Matthew Thomas - Position 8 (1st Term December 12, 2024--March 31, 2028).pg. 224

Ordinance(s)

24. Ordinance 24-23: authorize to advertise to hold a public hearing on proposed Ordinance 24-23 for emergency loan funding from the New Mexico Environment Department for sewer repairs required after the historical flooding disaster in October 2024. (Corn/MacCornack)pg. 226

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:Monday, December 9, 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.

Regular City Council Meeting 3.
Meeting Date: 12/12/2024
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of purchase order requested for Noon Optimist Park Lighting upgrades from J&G Electric in the amount of $649,752.98 including GRT. (Corn/MacCormack)

BACKGROUND:
Initiated by: James MacCornack

Purchase order requested for installation of lighting system upgrades at Noon Optimist Park. This would include additional lighting for two fields at Noon Optimist Park. Funding is per state appropriation I-2881. Procurement is through CES purchase agreement contract 2023-04-R2213-ALL.

Quotes were requested from multiple vendors, three quotes were received (all include GRT):
1. J&G Electric $ 649,752.98
2. Bixby Electric $ 654,180.38
3. RT Electric $ 767,321.00

FINANCIAL CONSIDERATION
Funding is per State Appropriation 24-I2881 for $640,000 available. Budget transfer of $9,752.98 will be required to cover shortfall.

LEGAL REVIEW:
No Legal Review required at this time.

BOARD AND COMMITTEE ACTION:
Finance Committee on 12/5/2024 voted (4-0) to recommend approval to send to the December City Council.

STAFF RECOMMENDATION:
Consider recommending approval of purchase order requested for Noon Optimist Park Lighting upgrades from J&G Electric in the amount of $649,752.98 including GRT.

Attachments

ATT 1 - FY 25 Noon Op Jr
ATT 2 - FY 25 Budget Excerpt

J & G Electric Co., Inc.
512 South Main St
Roswell, NM 88203
575-622-0146
info@jandgelectricco.com
www.jandgelectricco.com

Estimate

Date	Estimate #
11/8/2024	32776

Name / Address
COR - Noon Optimist Little League Jim Burress P O BOX 1838 ROSWELL, NM 88202-1838

License: 7408

Description	Qty	Rate	Total
Musco Quote 290,000.00 + 20%	1.00	$348,000.00	***$348,000.00***
JR Field - Labor + TAX (5,249.88)	1.00	$66,489.62	***$66,489.62***
JR Field - Material	1.00	$143,910.36	***$143,910.36***
PW Field - Labor + TAX (1,214.68)	1.00	$15,384.00	***$15,384.00***
PW Field - Material	1.00	$57,654.42	***$57,654.42***
Electrical Engineering Fees	1.00	$5,000.00	***$5,000.00***
Permits	2.00	$225.00	***$450.00***
Bond	1.00	$6,400.00	***$6,400.00***
Quote includes: Musco material Jr. Field Electrical + Service PW Field Electrical + Service Electrical Engineering fees Permits for both fields Exclusions: Repairs to existing code violations or existing field lighting Repairs or relocation of utilities not located by 811 or owner Pole base engineering (musco provides precast pole bases) Tree removal or relocation Warranty on Musco equipment Painting Rock and digging through hard soil XCEL fees			

IMPORTANT TERMS AND CONDITIONS

All material is guaranteed to be as specified. All work to be completed in a professional manner to standard practices and building code in affect at the time of the work. Any alternative or deviation from the 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 are beyond our control. The Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. We may withdraw this proposal if not accepted within 30 days. This proposal does not include any building permits or processing fees. Terms: .

Management Approval:		Date:

ACCEPTANCE OF PROPOSAL:
By signing this proposal the undersigned hereby accepts this proposal and the same is deemed a valid contract. The undersigned further agrees that the above prices, specifications, and conditions are satisfactory and are hereby accepted. The undersigned further authorizes J & G Electric Co., Inc. to do work as specified above. Payment is to be made as outlined above. If payment is not made by the undersigned as stated above, then the undersigned will be in default. The undersigned further agrees that in the event that the undersigned is deemed in default and this matter is placed with an attorney or collection agency for collection, the undersigned agrees to pay all collection costs, including reasonable attorney and other agency fees. In addition, the undersigned agrees to pay a 1 1/2 % service charge per month (or the maximum allowed by law) on any unpaid balances to be in default and/or turned over for collection.

Client Authorization:		Date:

J & G Electric Co., Inc.
512 South Main St
Roswell, NM 88203
575-622-0146
info@jandgelectricco.com
www.jandgelectricco.com

Estimate

Date	Estimate #
11/8/2024	32776

Name / Address
COR - Noon Optimist Little League Jim Burress P O BOX 1838 ROSWELL, NM 88202-1838

License: 7408

Description	Qty	Rate	Total
Qualifications: Each field requires a seperate Musco Controller/monitor. Jr field will be three phase 277/480v. PW Field is single phase 120/240v. JR Field: New utility primary and pad mount transformer (SE end of field), 400 amp three phase service on a rack beside the PMT, 120 volt power source for the Musco control panel on the same rack, underground conduit and wire to individual pole bases (8), offload - shake out - assemble - install Musco lights, align and test the system, remote on/off switch on a conduit pedestal near the backstop. PW Field: Build new 320amp single phase service near the majors field with a new panel, refeed the existing major field aerial conductors with (2) 2pole 60amp breakers, add one GFI outlet at the service and reconnect the existing security light, provide an underground feed to the two new Musco Pee Wee Field lights which includes removing existing concrete and asphalt that will be replace with flow fill, offload - assemble - install - aim two Musco light poles CES# 2023-04-R2213-ALL Musco price will go up 12/1/2024. If quote is not accepted prior to price increase a new estimate will be given to COR with the additonal increase.			

Thank You for Your Business!		Sales Tax: $6,464.58	Total: $649,752.98

IMPORTANT TERMS AND CONDITIONS

All material is guaranteed to be as specified. All work to be completed in a professional manner to standard practices and building code in affect at the time of the work. Any alternative or deviation from the 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 are beyond our control. The Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. We may withdraw this proposal if not accepted within 30 days. This proposal does not include any building permits or processing fees. Terms: .

Management Approval: Joshua Amador		Date: 11/8/2024

ACCEPTANCE OF PROPOSAL:
By signing this proposal the undersigned hereby accepts this proposal and the same is deemed a valid contract. The undersigned further agrees that the above prices, specifications, and conditions are satisfactory and are hereby accepted. The undersigned further authorizes J & G Electric Co., Inc. to do work as specified above. Payment is to be made as outlined above. If payment is not made by the undersigned as stated above, then the undersigned will be in default. The undersigned further agrees that in the event that the undersigned is deemed in default and this matter is placed with an attorney or collection agency for collection, the undersigned agrees to pay all collection costs, including reasonable attorney and other agency fees. In addition, the undersigned agrees to pay a 1 1/2 % service charge per month (or the maximum allowed by law) on any unpaid balances to be in default and/or turned over for collection.

Client Authorization:		Date:

FY25 Recreation - Sports Fields "Capital Fund" Projects (2615-4246)

Item #	Fixed Asset	Budgeted GL Acct #	Project Description	FY Start / FY End	Project Manager	PO#	Total Project Cost	Grant Information: Grant #	Granting Agency	Award Date / Reversion Date	Award Amount	Grant Manager	Matching Funds	Arts in Public Places	Financial Information: Approved Budget	Encumbered Balance	YTD Expense	FY25 Budget: Grants	Approved City Budget	Total FY25 Budget
1			Add'l Install. Lights Ball Fields				240,000.00			FY25 Capital Appropriations NM DFA								240,000.00		240,000.00
2			Noon Optimist Park Lighting				640,000.00			FY25 Capital Appropriations NM DFA								640,000.00		640,000.00
3			World Champion Park Facility				1,000,000.00			FY25 Capital Appropriations NM DFA								1,000,000.00		1,000,000.00
4			Stiles Sports Complex Improvements				500,000.00			FY25 Capital Appropriations NM DFA								500,000.00	-	500,000.00
			Total Recreation - Sports Fields				2,380,000.00	-	-	-	-	-	-	-	-	-	-	2,380,000.00	-	2,380,000.00

Regular City Council Meeting 4.
Meeting Date: 12/12/2024
COMMITTEE: Finance
CONTACT: Louis Najar **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval for ratification of disaster relief PO 22501472 in the amount of $86,748.22 to Abraham's Construction for repair of damaged bridge rail on the Kentucky St Bridge over Spring River. (Corn/MacCormack)

BACKGROUND:
Initiated by: Louis Najar

On October 21st, the City of Roswell suffered a catastrophic 500-year flood. Due to the unprecedented flooding, we needed to contract out the work for emergency repair of bridge rail on the Kentucky St. Bridge over the Spring river.

With the Federal Disaster Declaration, the City of Roswell is anticipating the reimbursement of these funds.

FINANCIAL CONSIDERATION
Reallocation of current Street Department funding.

LEGAL REVIEW:
No legal review required at this time.

BOARD AND COMMITTEE ACTION:
Infrastructure Committee recommended approval (5-0) at their meeting on 11/18/24 to refer to Finance. Finance Committee on 12/5/2024 voted (4-0) to recommend approval to send to the December 2024 City Council.

STAFF RECOMMENDATION:
Consider recommending authorization for ratification of disaster relief PO 22501472 in the amount of $86,748.22 to Abraham's Construction for repair of damaged bridge rail on the Kentucky St Bridge over Spring River.

Attachments

ATT 1 - RFQ Kentucky St Bridge Rail Repair
ATT 2 - Abraham's Construction Quote
ATT 3 - Award Recommendation Letter
ATT 4 - PO 22501472 Abrahams Construction

To: Bullet Construction, Abraham's Construction, Constructors Inc, Smithco Construction. **October 29, 2024**

From: James MacCornack, P.E. – Senior Engineer
RFQ – Bridge Rail Repair Kentucky St Spring River Bridge

A. DESCRIPTION: NEED OF SERVICES

The City of Roswell is seeking services for the replacement of pedestrian bridge rail on the Kentucky St bridge at Spring River that washed out and damaged due to the flood event in October 2024:

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 and retrofit of pedestrian rail on the Kentucky St Bridge at Spring River that was washed out and damaged due to the flood event in October 2024. Pedestrian/Bicycle rail to meet NMDOT Standard Drawing 543-04 Bicycle Standard (see Attachment 1).

Work is to conform to NMDOT Standard Specifications and City of Roswell Public Works Specifications. Existing damaged rail is to be removed and replaced. 67 feet of new pedestrian/bicycle bridge rail is required on each side of the bridge for a total of 134 feet of pedestrian/bicycle rail to be installed.

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 8, 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.

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 November 1, 2024.
Addendum if required will be issued November 4, 2024.

F. ATTACHMENTS
Attachment 1: NMDOT Standard 534-04

Damage Pictures:





PO Box 1838
Roswell, NM 88202-1838
TEL: 575.624.6700
FAX: 575.624.6709
roswell-nm.gov

ABRAHAM'S CONSTRUCTION, INC.

PO BOX 9906
ALBUQUERQUE, NM 87119
(505) 830-3820
(505) 881-1666

Proposal/Estimate

DATE	ESTIMATE NO.
11/1/2024	1289

NAME / ADDRESS
City of Roswell 425 N Richardson Ave Roswell, NM 88201

PROJECT

RFQ Roswell
Bridge Rail Repair Kentucky St
Spring River Bridge

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pedestrian/Bicycle Railing Both Sides at Bridge	134	LF	600.00	80,400.00T
Sales Tax- Roswell 04-101			7.8958%	6,348.22

THIS ESTIMATE IS VALID FOR (60) DAYS.

TOTAL $86,748.22

ROSWELL
Engineering

To: Arely Peek
Purchasing Agent

November 12, 2024

Re: Recommendation of Award
Project Development Services – Bridge Rail Repair October 2024 Flooding Event

The City of Roswell requested quotes from contractors to provide repairs to bridge rail on Kentucky St bridge over Spring River that was damaged due to the flooding event in October 2024. Quotes shown include GRT.

1. Constructors Inc	No Quote Received
2. Smithco Construction	No Quote Received
3. Bullet Construction	Notification of No Quote Received
4. Abraham's Construction	$86,748.22

Upon review of submitted quote details I hereby recommend this work go to Abraham's Construction in the amount of $86,748.22 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

Purchase Order

ROSWELL
New Mexico

Fiscal Year 2025

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	22501472

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		12501962	Monica Barraza	m.barraza@roswell-nm.gov

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
11/14/2024	11437			Streets

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Kentucky St Flooding Bridge Rail Repair The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Kentucky St Flooding Bridge Rail Repair Pedestrian/Bicycle Railing Both Sides at Bridge GL Account: 26234323 - 614020 $86,748.22 ********** GL SUMMARY ********** 26234323 - 614020 $86,748.22	1.0	EACH	$86,748.22	$86,748.22

By: City Council
Purchasing Agent, C.P.O

Total Ext. Price	$86,748.22
PO Total	**$86,748.22**

Roswell, NM

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.

Regular City Council Meeting 5.
Meeting Date: 12/12/2024
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval for an expenditure of $42,016.01 to RoofCare Services for library roof repairs from Capital Improvement Funds. (Corn/Costley)

BACKGROUND:
Initiated by: Enid Costley

The Roswell Public Library has been plagued with water leaks over the years from the roof and ground level. We have addressed some of the problems by:

- Sealing the foundation and creating French drains on the south and west sides of the Library (Project completed July 2019 -- cost of $17,569.27).
- Installed new roof on the Bondurant Meeting Room (Project completed in FY 2021 by the Facilities Department - costs unknown).
- Repaired sidewalks so that water pools away to the building (Project completed in FY 2022 by the Engineer Department Capital Improvement Fund -- cost estimated at $35,000).
- Roof repairs including sealing cracks in grout, applying 2 coats of Acrylic Elastomeric Coating on block/rock walls, replacing seal above glass wall, inspecting and sealing all open parapet and curb inside and outside corners, edge metal details pipe, vent flashings, drains, and cleaning roof (Project completed FY23 -- cost $69.334.60).
- Roof maintenance covered additional roof repairs, cleaning and preventative maintenance (FY 2024 -- cost $11,502.17).
- The roof leaked on October 19, 2024 and RoofCare was asked to provide the attached quote for roof repairs ($42,016.01) and another quote for roof maintenance ($7,848.43) also attached.

FINANCIAL CONSIDERATION
This is not a budget expense for the Roswell Public Library. The Roswell Public Library budgeted $12,601.16, for roof maintenance, but before P.O. 22500642 was sent to the vendor, the company was sold. Then the new owner died, and the new owner now provides roof care and maintenance. Option one: Do roof repairs and $12,601.16 is transferred into Capital Improvement fund and merged with $29,414.85 of capital improvement funds to pay for roof repairs. Option two: Do roof maintenance and roof repair. Transfer $4,752.73 to Capital Improvement funds ($12,601.16 - $7,848.43) and merge with $37,263.28 of capital improvement fund to do roof repairs and roof maintenance. Option three: Do roof maintenance and roof repair. Use $42,016.01 in capital funds to repair the library roof. $7,848.43 of Library general funds are used for roof maintenance and $4,752.73 are used for other library repairs including leaks in the girls' restroom that will include wall repair, fixing the outside faucet that leaks, providing hot water to the library and other building maintenance issues.

LEGAL REVIEW:
No Legal review required at this time.

BOARD AND COMMITTEE ACTION:
Finance Committee recommended approval (4-0) at their meeting on 12/5/24.

STAFF RECOMMENDATION:
Consider recommending approval for an expenditure of $42,016.01 for RoofCare Services for library

roof repairs from Capital Improvement Funds.

Attachments

Library Roof Repair Proposal
Library Roof Maintenance

RoofCare SERVICES

Partnered with BlueThread Services

Evaluation and Proposal

Roswell Public Library

Nov 18, 2024



Proposal prepared for:

Nathaniel Mascarenas

Facility Maintenance Manager

Phone: 575-624-6807 EXT 3202

Email: n.mascarenas@roswell-nm.gov

Jesse Sanchez
Business Development Manager
101 E. Fiesta Dr
Carlsbad, NM 88220
c » 505-460-7696
o » 505-246-6960
jesse@roofcare.us

Project Information

Customer: City of Roswell – Roswell Public Library

3100 W. Brasher Rd.
Roswell, NM 88203
Phone: 575-624-6807 EXT3202

Project Address:

301 N Pennsylvania Ave
Carlsbad, NM 88201

Address Shown:



Area outlined above in red are the rooftop parapets that will be repaired &
Area outlined in yellow is where water filtration is occurring along the Rockwall.

Evaluation

Per your request, an inspection was performed at the above-mentioned property to determine the conditions of the existing rooftop parapet walls and determine the cause of leaks along the Granite/Rockwall to develop a scope of work that will address your current needs. This report only reports on the condition of the structure at the specific locations indicated in the image above. Locations were determined by the inspector according to probable areas of possible moisture intrusion and in accordance with accepted industry standards. No judgment is intended or given for any areas not reported on. For the purpose of clarification photos have been included. Our findings are as follows:

A. <u>Existing Conditions and Comments:</u>

- Granite wall/ Counter flashing detail
- Stucco Roof Parapets approx. 545 linear ft
- Overall condition: Fair
- Active Leaks: 10+

B. <u>Findings:</u>

1. There are various cement openings at granite/rock wall detail open to water entry and at counter flashing level
2. Water is filtration through the Rockwall and into the building.
3. Stucco roof parapets are cracked and deteriorating.
4. Cracks and breaks in the stucco may allow water to seep into the underlying structures.



Overview of Rockwall to roof leak area



Overview of Rockwall to roof leak area



Grout and cement openings



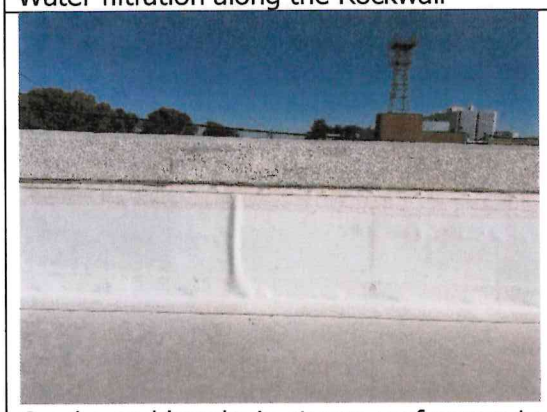
Overview of leak area at counter flashing



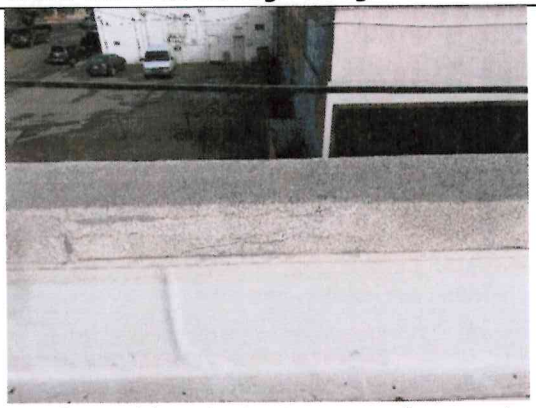
Water filtration along the Rockwall



Water filtration through along the Rockwall

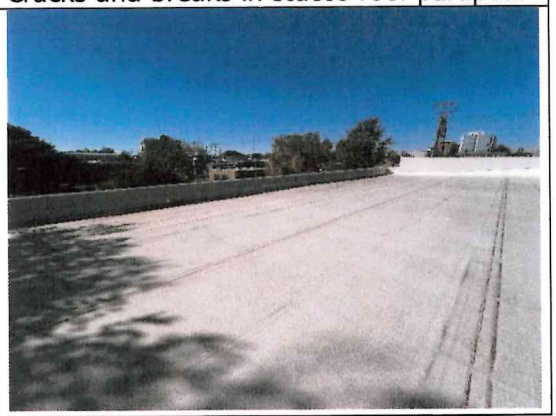


Cracks and breaks in stucco roof parapets



Cracks and breaks in stucco roof parapets





C. Conclusions:

1. We are recommending that the Granite/Rock walls are sealed and waterproof, and the stucco rooftop parapets be repaired, to minimize further interior damage to the structure.

D. Recommendations

Scope of Work –

Stucco Parapets Roof 1, 635 Sq. Ft.: Areas indicated in RED.

1. Power wash all parapets.
2. Fill holes and cracks with Butter Grade Gel to ensure they are smooth and flush and level with parapet surface.
3. Apply .5 gals/ 100 Sq Ft of clear base coating to parapet, to include top. To be rolled on.
4. Apply 1 gal/ 100 Sq Ft of top coating to parapet in two passes. Color will closely match.
5. Remove and discard all debris on entire roof

Clear Coat Parapet and Rockwall Waterproofing System

1. Pressure wash parapet Granite/Rockwall
2. Seal cracks in grout greater than ¼ in with a polyurethane caulk
3. Spray apply Two (2) Coats of S4000, to seal and minimize water entry through Rockwall and above the counterflashing's on the visible exterior detail at areas indicated in YELLOW
4. Inspect and seal all open, parapet and curb inside and outside corners, edge metal details, pipe, vent flashings, drains focusing on immediate leak areas indicated on map provided with a Polyurethane Membrane reinforced with a polyester fabric.
5. Remove and discard all debris on entire roof

E. Investment

Wall Waterproofing and Repairs	$ 37,991.50
Bond Fee 2.5%	$ 949.79
NMGRT @ 7.8958%	$ 3,074.73
TOTAL	$ 42,016.01

Warranty: 1-year

Contractors' workmanship performed

F. Exclusions:

1. Plumbing and electrical
2. All other non-roofing related requirements
3. Stucco and sheetrock/drywall
4. Roof CARE will not be responsible for weather conditions outside the recommendations of our manufacturer's guidelines and good roofing industry practice. We assume no liability for any delays due to inclement weather, temperatures or other "Force Majeure" events outside our control.

G. Project Duration Payment Schedule:

1. The duration of this project will be approximately **7 working days.**

2. Payment Terms:
   - 40 % due upon approval and mobilization, remainder due upon completion.
   - Pricing valid for 30 days.

Client Approval – *Print*	*Date*
Client Approval – *Signature*	*Option Selected*

Thank you for choosing RoofCare Services for your roofing solutions. If you have any questions regarding this proposal, or would like to schedule the project, please contact me at your convenience.

Sincerely,

Jesse Sanchez **11/18/2024**

DATE

Business Development Manager: Jesse Sanchez

RoofCare SERVICES

making roofs last.™

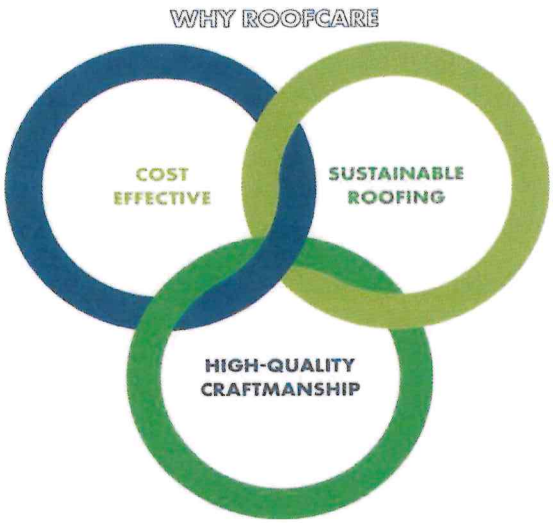
November 19, 2024
smartCARE Proposal

smartCARE Premium Roof Management Program 2024/2025

Proposal prepared for:

Nathaniel Mascarenas

Facility Maintenance Manager



Prepared by:

Jesse Sanchez
Business Development Manager -
PHONE: 575-288-2068
CELL: 505-460-7696
FAX: 505-243-9987
EMAIL: jesse@roofcare.us

Project Information

Customer Contact:

Nathaniel Mascarenas
3100 W. Brasher Rd.
Roswell, NM 88203
Phone: 575-624-6807 EXT.3202
Cell:575-914-1009
Email: n.mascarenas@roswell-nm.gov

Thank you for giving RoofCare Services the opportunity to provide our smartCARE Roof Management Program to the City of Roswell, NM.

Scope of Work: smartCARE Premium

★ 5-year roof management plan updated on a yearly basis

★ **Preventive Maintenance Annual or Semi-Annual**

- Wall Inspection/Preventive Maintenance
- Repair of minor splits, flashing laps, coping joints and voids
- Tighten roof drain rings
- Inspect and repair minor defects at perimeter details including parapet walls, metal edge and coping systems
- Inspect and repair minor defects at penetrations including soil stacks, storm collars, ventilators, pitch pans, drains and scuppers
- Inspect and repair minor defects at equipment curbs, skylights, roof hatches and expansion joints
- Remove and dispose of debris from gutters and drains to ensure unrestricted flow
- Remove and dispose of non-hazardous, typical debris and trash from roofs

- Identify roof leaks and correct those that can be addressed within the parameters of preventive maintenance ***(Leak sources that cannot be corrected by preventive maintenance will be temporarily sealed and brought to the attention of the district immediately, and a cost proposal for corrective repairs will be provided upon request)***
- ***Designed to maintain roof and keep roof at current condition level***

Building included within smartCARE scope of work:

- Roswell Public Library - 301 N Pennsylvania Ave, Roswell, NM 88201

Please Note: After maintenance is completed on the building, our client will receive an acknowledgement form (see attachment). This is you record of completed work and any other roof issues that might be occurring.

Investment:

Cost	$ 7,096.67
2.5% bond fee	$ 177.42
NMGRT @ 7.8958 % (updated July-Dec.2024 NMGRT rates)	$ 574.35
TOTAL	**$ 7, 848.43**
*Based on 28,966 Sq. Ft. of applicable roof area	

City of Roswell may utilize RoofCare CES Contract #2023-07-C314-ALL

- **Annual (1x per year) - Preventative Maintenance = .045/sq. ft.**
- **plus 1-time pressure wash @.20 cents/sq. ft.**

Payment Terms:

- Upon receipt of payment SmartCare service will begin, (2) progress payments
- Pricing valid for 30 days. **OFFICE USE JOB #**

Signature Jesse Sanchez Date 11/19/2024
Jesse Sanchez, BDM RoofCare Services

Signature _____ Date _____

RoofCare SERVICES Partnered with BlueThread Services smartCARE

Regular City Council Meeting 6.
Meeting Date: 12/12/2024
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of requisition No. 12502011 to Quality Tool & Equipment DBA Best Buy Automotive Equipment for the West Lot TSU Evidence Building in the Amount of $44,990.00 for ten (10) Atlas Garage Pro Parking 4 Post LIfts for vehicle evidence storage. Transferring funds from Capital Expense - Building GL No. 1101411-817503 to Maintenance and Repairs Building 1101411-614002. (Corn/Prichard)

BACKGROUND:
Initiated by: Elizabeth Prichard

Requisition order was requested for ten (10) Atlas Garage Pro Parking 4 Post Lifts for vehicle evidence storage at the Roswell Police Department West Lot Evidence Building. The funding covers building improvements, repairs, equipment, and furnishing.

FINANCIAL CONSIDERATION
Funding Source is per Capital Appropriation No. 21-F2693 for $350,000, $60,168.82 available. Budget transfer for $44,990.00 from Capital Projects to Maintenance and Repairs Building. No additional funds are required.

LEGAL REVIEW:
No legal review required at this time.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval (4-0) at their meeting on December 5, 2024 to City Council.

STAFF RECOMMENDATION:
Consider approval of the transfer of funds for Requisition No. 12502011 for $44,990.00.

Attachments

Requisition
Quote
Picture of Items

Requisitions

Back | Add | Excel | Mass Allocate | Duplicate | Custom Interface | Notes | Actions/ Approvers | Release | Activate | My Approvals | Attach

Requisition: 2025/12502011

Rejected, Elizabeth A Michael, 11/18/2024

Total Cost: $44,990.00

Item ... View

Contract ... View

Commodity ... View

Pick Ticket / Purchase

Description*

Capital Appropriation 21-F2693 Atlas Garage Pro 9000 Service/Parking 4 Post lift 9,000 lbs to be installed at the RPD West Lot building to store evidence (vehicles)

(15142) QUALITY TOOL & ... View

42660 RIO NEDO
TEMECULA, CA 92590

Ship to*

(POLICE) 128 W 2ND ST ...

128 W 2ND ST
ROSWELL , NM 88203

E-mail

e.prichard@roswell-nm.gov

1.00

Amount

$44,990.00000

Credit Amount

$0.00

Line Item Total

$44,990.00

Allocations (1)

Allocation Codes | Remove All | Budget Summary

Project String	PS budget code	GL Account	GL Budget code	Percent	Amount
Enter project string...		E (11014111-614002-) M&R-Building	U	100.000	$44,990.00
			Totals:	100.000	$44,990.00

Sales Quote

EST33843

Acct. No.	Date
161968	11/13/2024

Best Buy Auto Equipment

42660 Rio Nedo
Temecula CA 92590
United States
(800) 647-7883

Bill To	Phone Number: (575) 624-6770
Roswell Police Department Bradley Bailey 128 W 2nd St Roswell NM 88201 United States	

Ship To	Phone Number: (575) 910-1916
Roswell Police Department JOE SMITH 4203 W 2ND ST Roswell NM 88201 United States	

Terms	PO #	Sales Rep	Reference #	Shipping Code (2)
Credit Card		Anthony Venier		

Qty	Item	Description	Price	Amount	Tax R...
10	XH-PRO9000	Atlas Garage Pro 9000 Service/Parking 4 Post Lift 9,000 lbs	3,999.00	39,990.00	0.0%

Subtotal	39,990.00
Shipping Cost (LTL)	5,000.00
Total	$44,990.00

Lift Certifications - ALI

Please note that some local government agencies require lifts to be ALI Certified. It is the customer's responsibility to research these requirements PRIOR TO ORDERING and select equipment that meets those requirements, if necessary.

Shipment Disclaimer

Best Buy Automotive Equipment does not guarantee ANY delivery dates
- Always Sign For "Possible Hidden Damage", Given That Damage Is Often Concealed.
- Please ensure you fully inspect the equipment for damage before you sign and before the driver leaves. IF there is damage, the best procedure is to refuse the shipment, in which case, our factory will automatically issue a credit, and we can then re-order. IF there is damage and you do not want to refuse the equipment, you will be responsible for ordering/paying for replacement parts, and filing a freight claim with the carrier
- Additionally, Freight Charge is Subject to Increase if:
  1-The driver is made to wait over 30 minutes
  2-You do not keep your appointment with the freight company
  3- After completion of purchase, you add extra delivery services including but not limited to: Liftgate, Inside Delivery, Etc.

You will be billed for these charges.
- Missing components must be reported within 72 hours.

General Disclaimer

The purchaser, and/or lessee, agrees that title to merchandise listed herewith shall remain with BEST BUY AUTO EQUIPMENT, INC. until the purchase price has been paid in full; purchaser, and/or lessee agrees to permit removal of said merchandise if the terms and conditions of this agreement have not been met. Purchaser agrees that a late charge of 3% of balance per day will be assessed if payment is not made within terms. Purchaser agrees to release the equipment immediately to BEST BUY AUTO EQUIPMENT, INC. if delinquency of payment extends longer than 30 days without exception. A 20% restocking fee will be enforced. Purchaser agrees to pay all reasonable expenses and attorney fees incurred by Seller in connection with any repossession or sale of the property, or otherwise incurred by reason of Buyer's Default as permitted by law. Time is of the essence in this agreement. The terms and conditions of this agreement are subject to approval of BEST BUY AUTO EQUIPMENT, INC. Purchaser understands that seller is a manufacturers distributor and therefore all claims against the merchandise are covered under manufacturers warranty and/or terms and condition of sale. This is a legal and binding agreement upon approval by BEST BUY AUTO EQUIPMENT, INC.

Returns Disclaimer

1.Returns must be authorized prior to return. An RMA # will be issued upon return authorization. The returned merchandise must be new, complete and in its original packaging.
2.You will be charged the total cost of shipping the item to you and the cost of shipping the item back to Best Buy Automotive Equipment. Note: Free shipping items are not exempt from this two-way shipping cost applied to returned items.
3.Restocking charge will be calculated at 20% of purchased product price for all returned items.
4.The return must be made within 30 days of invoice date.
5.Please include a copy of your original invoice with your return.
6.Securely pack the product and send it with shipping and insurance charges prepaid to the shipping location determined by Best Buy Automotive Equipment.



Atlas® Automotive Equipment PRO 9000



ATLAS Automotive Equipment

2 Post Lifts
4 Post Lifts
4 Post Lifts - Heavy-Duty
Alignment Lift Combos
Alignment Lifts
Auto Lift Accessories
Combo Packa
EV Battery Li
Lawn Mower



Atlas® Automotive Equipment PRO 9000



Regular City Council Meeting 7.
Meeting Date: 12/12/2024
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval for an expenditure in the amount of $476,980.17 which includes GRT for; Roswell Water Master Plan Project to Freese & Nichols Inc. (Corn/MacCornack)

BACKGROUND:
Initiated by: Louis Najar

Engineering was directed to obtain quotes for an update to the Roswell Water Master Plan. RFQ was issued utilizing Engineering Services On Call. Quotes received on November 22, 2024, for the subject project have been reviewed. Three quotes were received as follows: (Amounts include GRT). Recommend to include Option A:1 from Freese & Nichols proposal which adds $115,000 plus GRT.

1. Freese & Nichols Inc $ 352,900.00 + Option A1 = 476,980.17
2. HDR Engineering $ 252,225.65
3. BHI $ 284,904,90

Please see attached recommendation of award letter to Purchasing.

FINANCIAL CONSIDERATION
Project is planned to be funded with American Rescue Plan Act Corona Virus Local Fiscal Recovery Fund. Current available is $622,692.45.

LEGAL REVIEW:
No Legal review required at this time.

BOARD AND COMMITTEE ACTION:
Finance Committee on 12/5/2024 voted (4-0) to recommend approval to the City Council.

STAFF RECOMMENDATION:
Consider recommending authorization for an expenditure in the amount of $476,980.17 which includes GRT for Roswell Water Master Plan Project to Freese & Nichols Inc.

Attachments

ATT 1 - Recommendation of award
ATT 2 - Freese & Nichols Proposal
ATT 3 - HDR Proposal
ATT 4 - BHI Proposal

ROSWELL
Engineering

To: Arely Peek
Purchasing Agent

November 25, 2024

Re: Recommendation of Award
Project Development Services – Roswell Master Water Plan Update
RFP-22-005 – Engineering Architectural Services

The City of Roswell is seeking professional design support services for an update to the City Water Mater Plan. Per RFP-22-005 quotes were requested to perform engineering and design services from vendors qualified per RFP-22-005. Quotes shown include GRT.

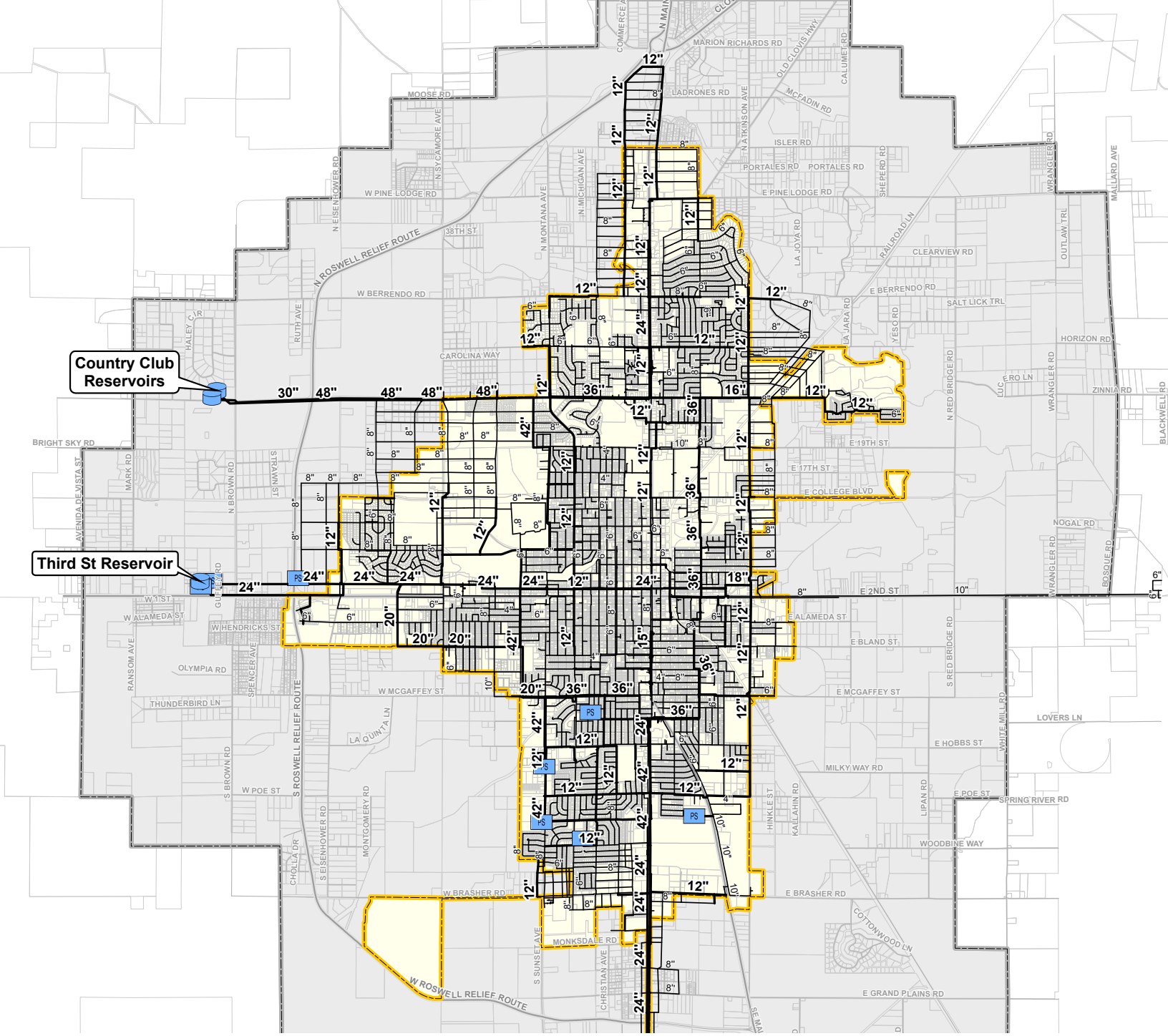
1. Freese & Nichols, Inc. $352,900.00 + Option A1 = 476,980.17
2. HDR Engineering $252,225.65
3. BHI $284,904.90

Upon review of submitted quote details I hereby recommend this work go to Freese & Nichols, Inc. in the amount of $476,980.17 which includes GRT. Freese & Nichols proposal includes additional technology and tools to bring additional value to the project. Engineering department proposes to issue a Notice of Award & Notice to Proceed to Freese & Nichols upon review by City Council.

If you have any questions please contact me.

Sincerely,

Louis Najar, P.E.
City Engineer



PROPOSAL

City of Roswell

2025 Water Utility Master Plan

November 22, 2024

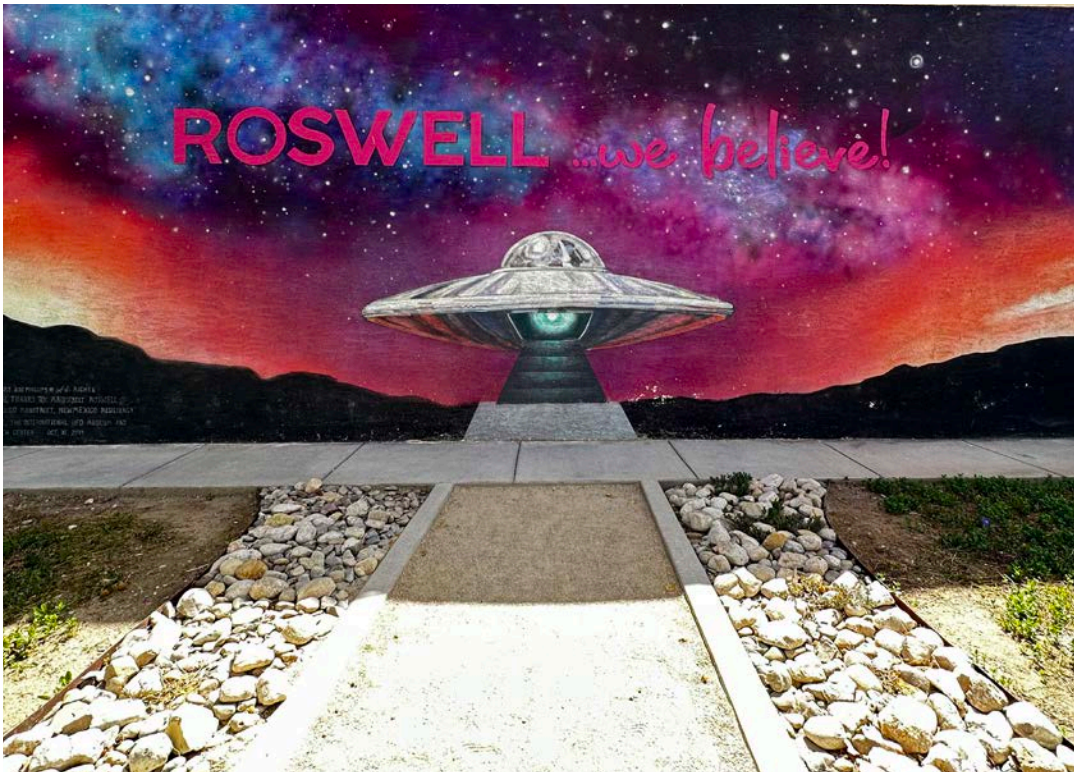






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- Relevant Water System Master Planning Experience
- Project Team Qualifications

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- Project Understanding and Keys to Success

Costs ..... **Page 21**

November 22, 2024

Louis Najar
City of Roswell
425 North Richardson Avenue
Roswell, NM 88201
Electronic Submittal via l.najar@roswell-nm.gov

RE: 2025 Water Utility Master Plan

575-323-9472 | freese.com
500 North Church Street
Las Cruces, NM 88001

Dear Mr. Najar and Members of the Selection Committee:

The City of Roswell's (City) desire to update its water master plan to develop a capital improvement plan (CIP) for the water system to meet existing critical needs, as well as future water demand needs aligns perfectly with our team's area of expertise. As a client-focused, regional consulting firm with national expertise, Freese and Nichols, Inc. (FNI) has partnered with municipalities like Roswell to provide comprehensive water master planning and modeling services. Throughout this proposal, we have detailed our team's key strengths and qualifications, including:

Unmatched Master Planning Experience: FNI's Water and Wastewater (W/WW) Master Planning practice includes more than 60 full-time professionals who specialize in hydraulic modeling, CIP development, risk-based assessments, and asset management. We have practical expertise in developing risk-based management solutions to address system capacity, condition and criticality issues. Our team includes nationally recognized experts, including active members of the American Water Works Association (AWWA) Engineering and Modeling Applications Committee and The Institute of Asset Management (IAM). **The City can rely on our team's expertise to provide effective solutions, technically sound recommendations and high-quality deliverables.**

Strong Project Leadership: Principal-in-Charge Heather Keister, with more than 21 years' experience, and Project Manager Stephanie Neises, with more than 19 years' experience, are both firm Principals and dedicated to this project's success. They have invested their careers in infrastructure planning and design, assisting municipalities and utilities with making clear and informed decisions. **Every water master plan has unique challenges and our leadership team experience means we will partner with City staff and stakeholders to navigate any challenges effectively to successfully execute the project.**

Responsive Client Service: It is our mission at FNI to be the firm of choice for our clients. This means we strive to develop long-standing partnerships, where we integrate into your team to understand your goals, challenges and vision. We understand the importance of being responsive, available and flexible throughout a project to make sure we are meeting expectations. **The City can trust that the FNI team will provide top-tier service and innovative solutions to this Water Utility Master Plan.**

Thank you for the opportunity to submit our proposal for the Water Utility Master Plan project. We are excited about the opportunity to continue our partnership with the City. Please feel free to contact us with any comments or questions. We look forward to visiting with you soon about our qualifications and our approach to this project.

Sincerely,

Heather Keister

Heather Keister, PE, CFM
Vice President/Principal-in-Charge
806-686-2706 | heather.keister@freese.com

Stephanie Neises

Stephanie Neises, PE
Vice President/Principal/Project Manager
512-617-3912 | stephanie.neises@freese.com

Qualifications/Previous Experience

Firm Overview

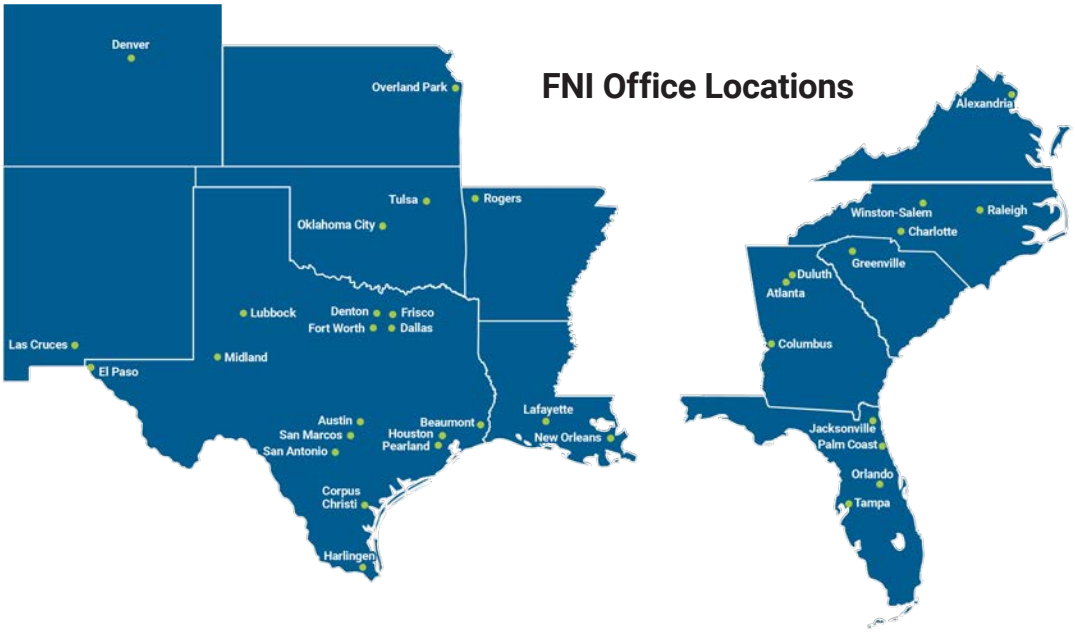
FNI is a client-focused, regionally based firm with national expertise. We meet client needs with responsiveness and flexibility. Dating back to our firm's founding in 1894, we put relationships first — clients, teaming partners and staff — and seek long-term relationships, many of which are counted in decades, not years.

FNI provides a broad range of services to plan, design and manage public infrastructure projects. We help our clients through every stage of the project life cycle: planning, design, program management, funding procurement, regulatory compliance, construction management, and operations and maintenance. Our project teams are known for exceeding client expectations through innovative concepts and high-performing designs.

1894
Year company was founded

1,200+
Multi-discipline professionals

30+
Offices nationwide



"Innovation is the essence of the Freese and Nichols culture. We've structured our company to inspire innovation every day. The results are solutions for our clients that span disciplines and geography."

Brian Coltharp, PE | FNI President and CEO



Helping Our Communities Thrive for 130 Years

Since 1894, FNI has shaped the communities where we live and work. In 2024, we are celebrating 130 years of innovative approaches, practical results and outstanding service.

- We have a 130-year track record of improving our communities and innovating along the way
- Our commitment to quality and client service stems from our long-term relationships
- We are part of and invested in your community
- We are resilient, adaptable and consistent
- We continue to innovate, collaborating with you



Water and Wastewater Master Plan

City of Hobbs

FNI prepared a Water System and Wastewater Collection System Master Plan that identifies growth within the City's service area and the system improvements needed to accommodate the growth.

Hydraulic analyses were conducted utilizing a hydraulic water model of the City's water distribution system. The water system was evaluated to identify any deficiencies and to establish a capital improvements plan to meet projected water demands through 2044. Various combinations of improvements and system modifications were investigated to determine the most appropriate approach for meeting projected demands.

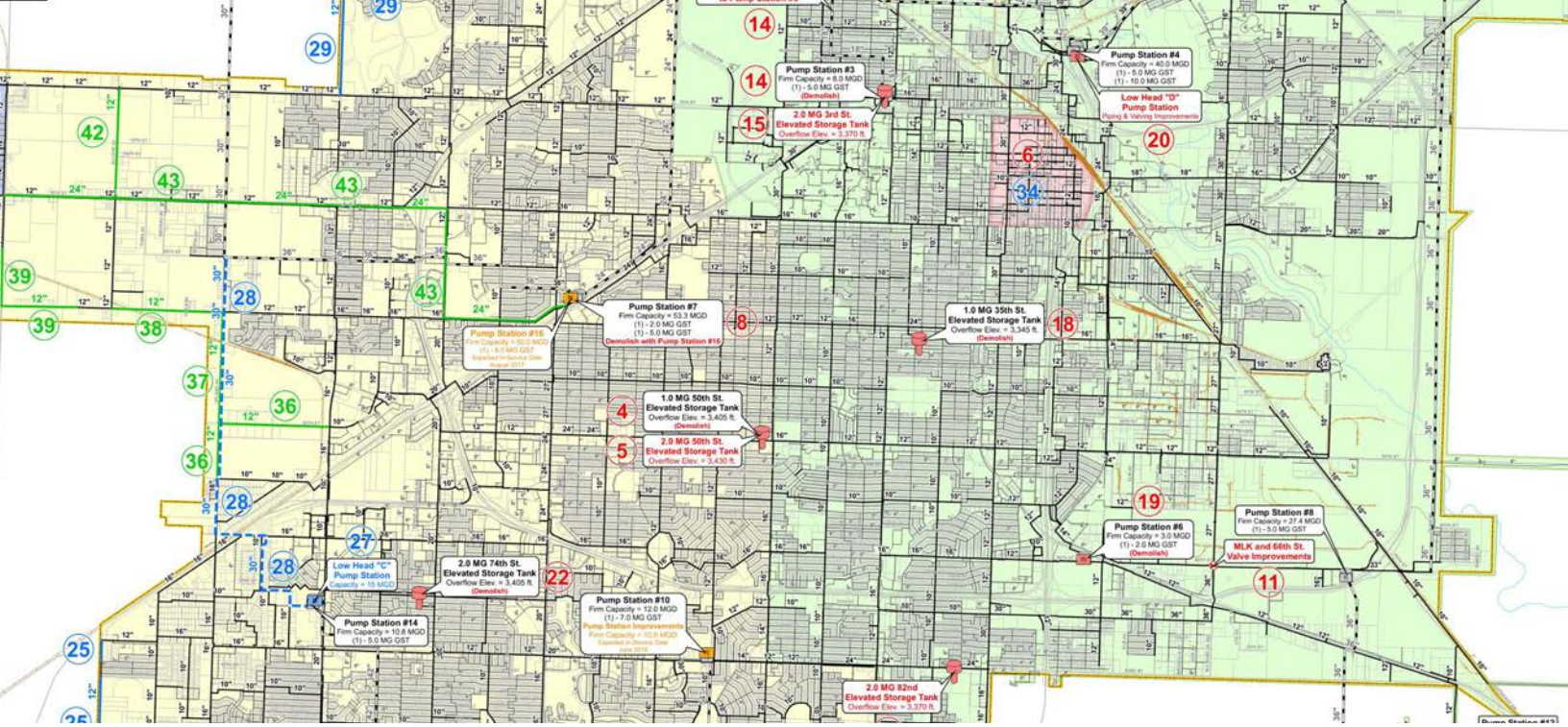
As part of this study, the City's existing GIS data was used to construct a water model in Bentley's WaterGEMS software package. The hydraulic model was used to evaluate the existing distribution system to assess current pumping and storage capacity, residual pressures and fire flow capacity.

FNI developed a phased water system capital improvements plan for the City of Hobbs. The recommended improvements include an additional groundwater well, new elevated and ground storage tanks and pipelines needed to serve future growth areas. Planning-level cost estimates were developed to help the City budget for future water system needs.

LOCATION
Hobbs, New Mexico

COMPLETION DATE
2024

REFERENCE
Anthony Henry
City Engineer
575-397-9232
ahenry@hobbsnm.org



Water Distribution System Modeling and Master Plan Update

City of Lubbock

Due to accelerated growth, the City of Lubbock needed to evaluate potential capital improvements and verify the sizing of existing planned projects. An updated hydraulic model provides decision-making support and guidance for design/construction projects.

FNI performed water distribution system modeling and master planning for the City. FNI built and calibrated an EPS model to evaluate system hydraulics and reliability, investigate potential operational modifications to reduce water age, determine the most efficient pumping configuration for various operating scenarios and develop a water system CIP.

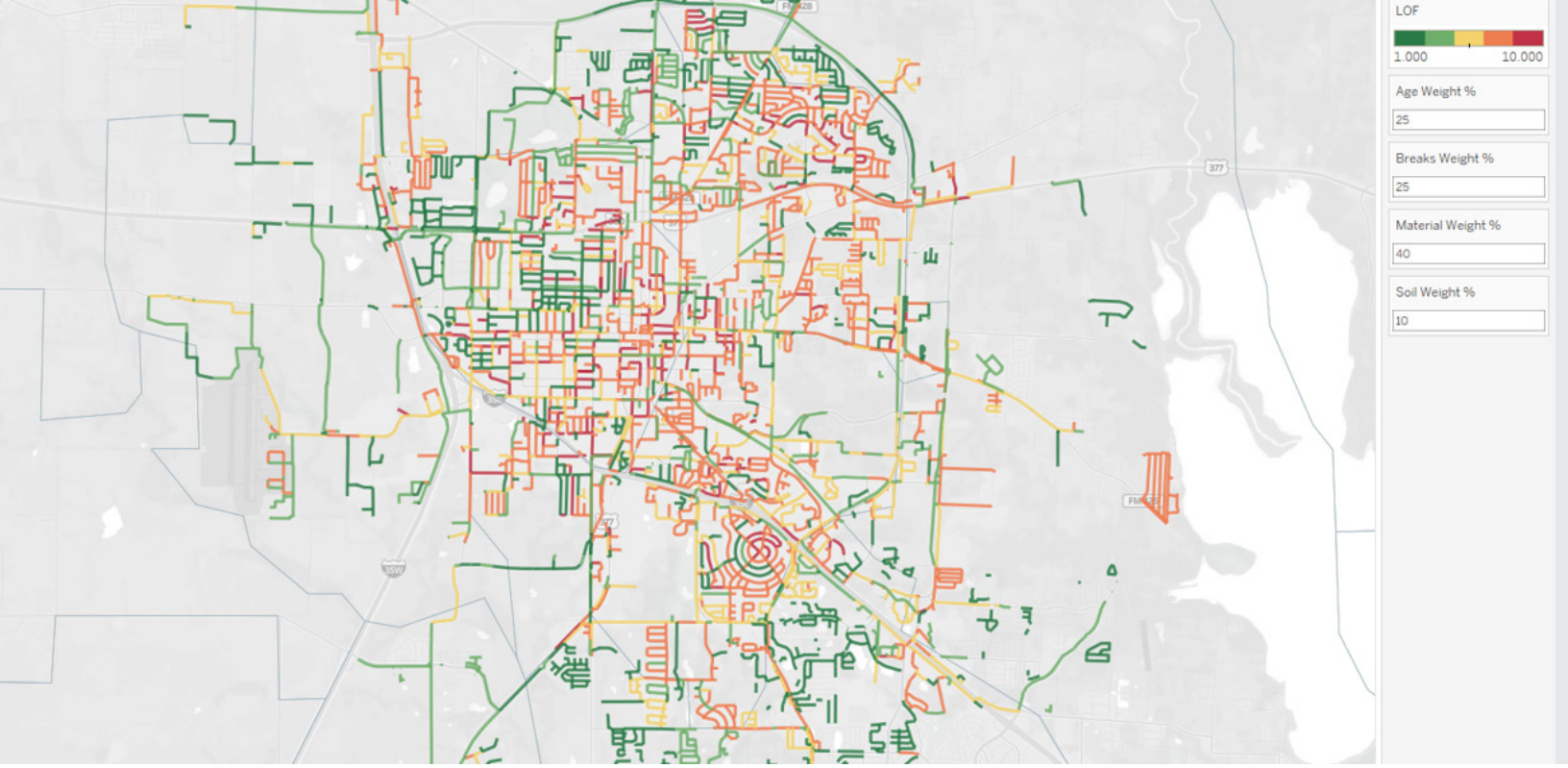
FNI determined the sizing of water system transmission, elevated and ground storage, and pumping facilities needed to serve 20-year demands using the EPS model analyses under average-day and maximum-day demand conditions. The project also included the development of a renewal-based CIP using customized priority scoring system, incorporating water system model, work order requests and GIS to evaluate the condition of existing infrastructure in older parts of the City.

FNI also conducted model training for City staff at City of Lubbock's office and included hands-on instruction using the City's water model.

LOCATION
Lubbock, Texas

COMPLETION DATE
2024

REFERENCE
John Turpin, PE
Division Director of Engineering/City Engineer
806-775-2342
jturpin@mylubbock.us



Water Asset Management Plan

City of Denton

FNI helped the City of Denton identify critical needs for water line renewal by developing an approach to proactively assess and prioritize rehabilitation projects.

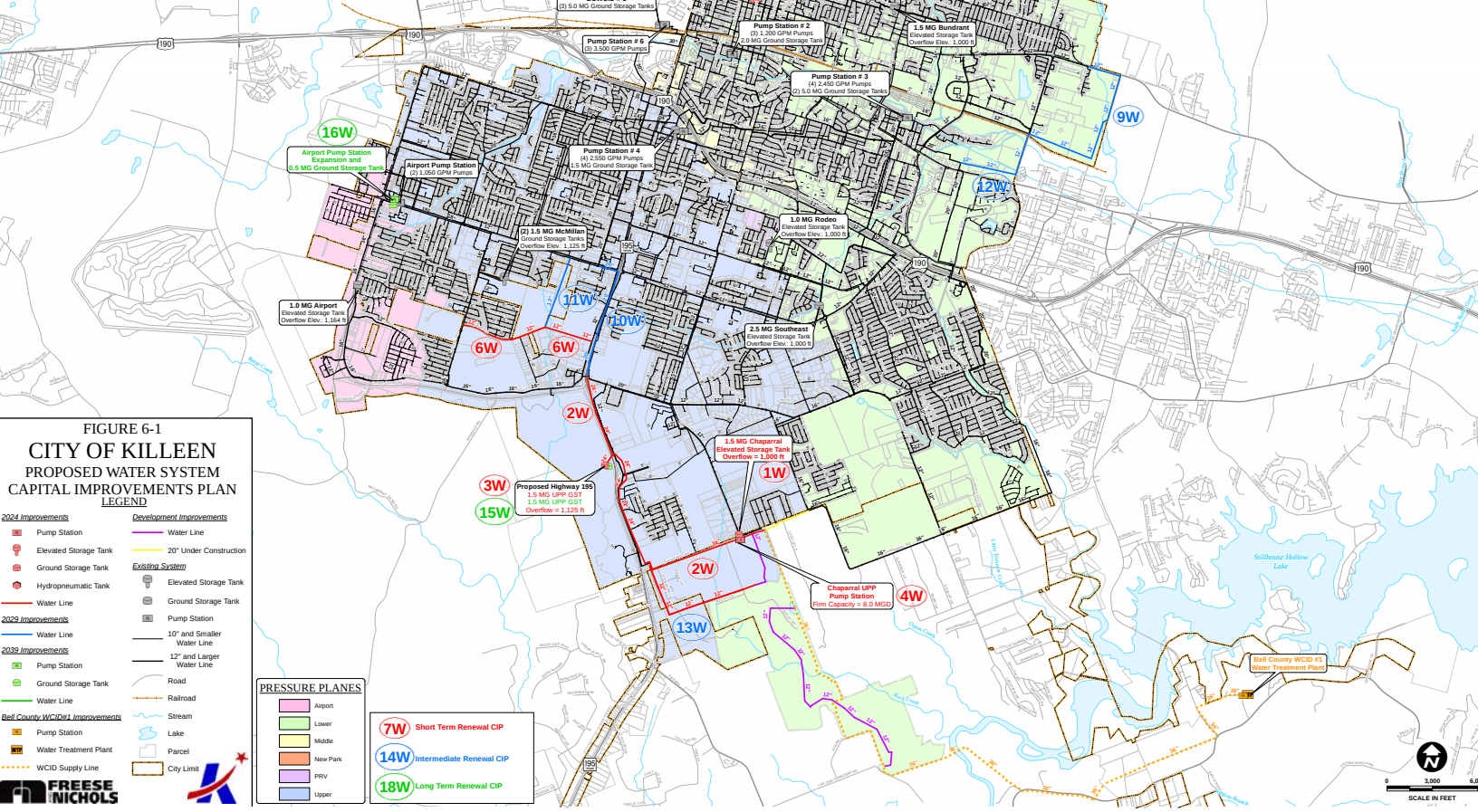
FNI facilitated strategic asset management planning for the City of Denton's water system assets to improve prioritization of inspection, maintenance, rehabilitation and replacement. Services included an asset management maturity assessment, benchmarking performance relative to comparable utilities and development of a risk-based assessment of linear pipeline assets. FNI developed the risk-based asset management model using the InfoAsset Planner software by Innovyze, a cloud-based platform that allows the City to proactively manage renewal projects based on available capital budget.

FNI first worked with the City to identify critical assets by developing weighted parameters based on existing available data to rank the consequence of failure for each asset. FNI next guided the City through the process of developing condition ratings for assets, which, combined with the criticality ratings, allowed for risk ratings for each asset. FNI developed the water system model in InfoAsset Planner along with a decision tree model to identify recommended actions for each asset based on its condition, criticality and overall risk rating.

LOCATION
Denton, Texas

COMPLETION DATE
2020

REFERENCE
David Brown
Water Utilities Project Manager
940-349-8480
david.brown@cityofdenton.com



Water and Wastewater Master Plan Update

City of Killeen

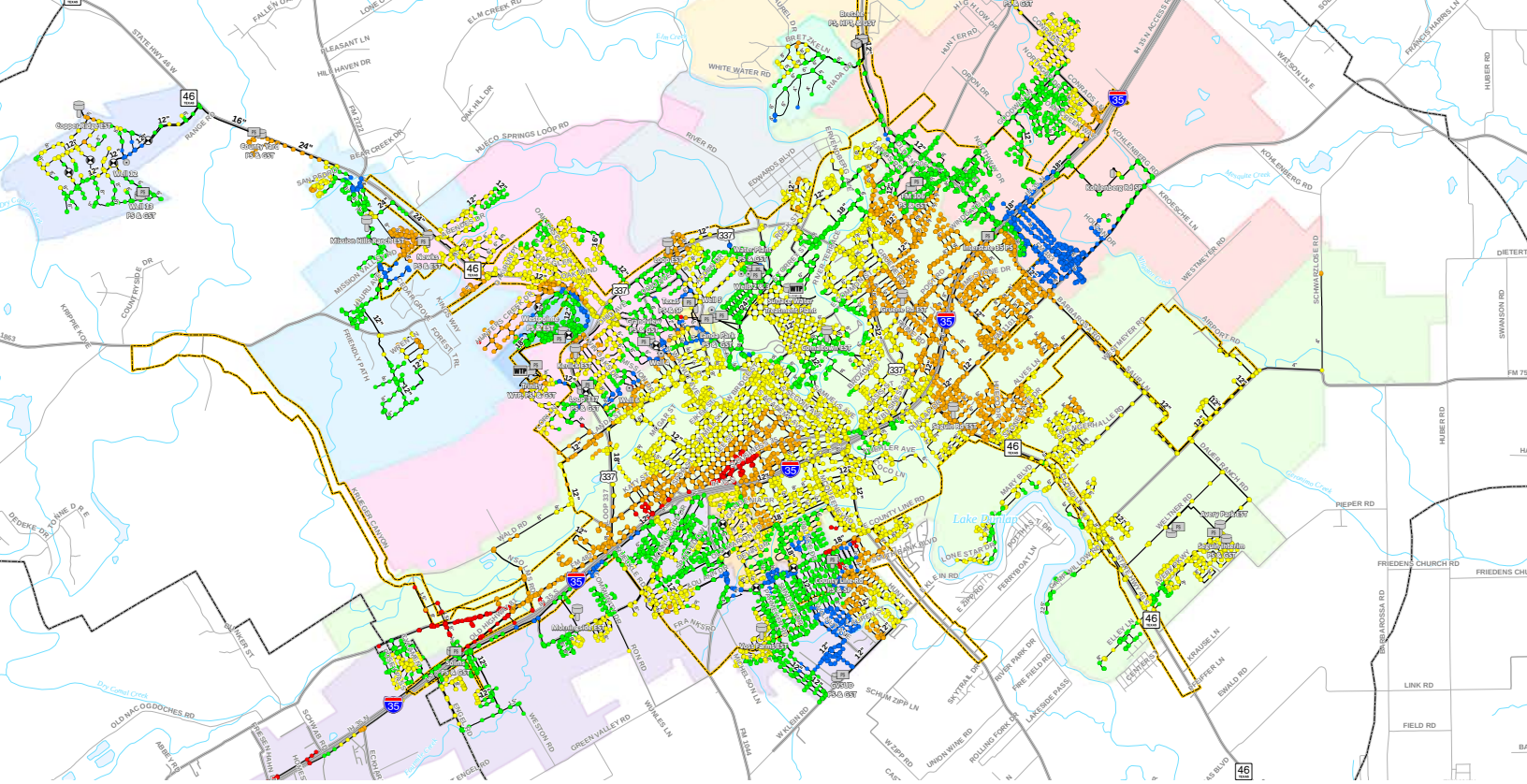
FNI provided comprehensive master planning and system analyses to aid in the development of new and improved water infrastructure for the City of Killeen, resulting in the recommendation of a CIP to serve as the basis for design, construction and financing of water lines and facilities required to maintain reliable service to the City's customers.

Future system analysis was performed to identify projects required to meet the anticipated residential and non-residential growth throughout the City. FNI also evaluated the condition and criticality of the pipelines in the City's water distribution system using the most recent GIS information. We assigned facility condition scores through site visits with a team of engineers and utility employees. Criticality scores were based on an understanding of each facility's capacity and location within the system. After assigning condition and criticality scores, FNI determined a risk designation of "high", "medium" or "low" for each asset along with matrices that allowed FNI to develop a prioritized renewal CIP based on the resulting risk scores.

LOCATION
Killeen, Texas

COMPLETION DATE
2020

REFERENCE
Steve Kana
Director of Water and Sewer Utilities
254-501-7623
skana@killeentexas.gov



Water/Wastewater Master Plan

New Braunfels Utilities

FNI developed a water master plan for New Braunfels Utilities (NBU) to address capacity-related issues that threatened reliability of service to NBU customers. A hydraulic model was utilized to identify deficiencies and recommended system improvements, forming the basis of phased and prioritized CIP projects.

FNI developed water demand projections for 5-, 10- and 25-year conditions and used those projections to determine the needed system improvements to serve projected growth. The water system CIP included improvements to incorporate new supplies such as a second water treatment plant, aquifer storage and recovery, and several large transmission lines.

As part of the project, FNI built and calibrated a water system model. To aid in model calibration, 40 remote pressure sensors were used to collect pressure data throughout the distribution system. Using this data, along with SCADA records for tank levels and pumping, FNI was able to achieve a high level of calibration, providing confidence in the model to accurately predict water system performance.

FNI provides ongoing modeling assistance to NBU to help with development reviews, operational recommendations for seasonal facility shutdowns and assistance with utility design projects.

LOCATION
New Braunfels, Texas

COMPLETION DATE
2021

REFERENCE
Ashley Zimmermann
Capital Project Manager
512-608-8952
ashleyz@nbutexas.com

Additional Water Master Planning Experience

CLIENT	POPULATION SERVED	MODEL UPDATE & CALIBRATION	CIP DEVELOPMENT	CONDITION ASSESSMENT	WATER DEMAND PROJECTIONS	WATER SUPPLY EVALUATION
City of Fort Worth, Texas	1,200,000	♦	♦	♦	♦	♦
City of Arlington, Texas	398,000	♦	♦	♦	♦	
City of Lubbock, Texas	275,000	♦	♦	♦	♦	♦
City of Irving, Texas	257,000	♦	♦	♦	♦	♦
City of Garland, Texas	237,000	♦	♦	♦	♦	♦
City of Grand Prairie, Texas	187,000	♦	♦	♦	♦	♦
City of Frisco, Texas	180,000	♦	♦	♦	♦	♦
City of Denton, Texas	158,350	♦	♦	♦	♦	
McAllen Public Utility, Texas	143,000	♦	♦	♦	♦	♦
City of Killeen, Texas	130,000	♦	♦	♦	♦	♦
City of Richardson, Texas	124,213	♦	♦	♦	♦	
City of College Station, Texas	121,663	♦	♦	♦	♦	♦
City of Sugar Land, Texas	118,600	♦	♦		♦	♦
New Braunfels Utilities, Texas	90,000	♦	♦	♦	♦	♦
Harlingen Waterworks, Texas	88,000	♦	♦	♦	♦	♦
Orange Water and Sewer Authority, North Carolina	86,300	♦	♦		♦	♦
City of Mansfield, Texas	71,000	♦	♦		♦	♦
City of Pflugerville, Texas	68.000	♦	♦	♦	♦	♦
City of Moore, Oklahoma	63,400	♦	♦		♦	♦
City of Galveston, Texas	53,200	♦	♦	♦	♦	♦
City of Sherman, Texas	46,040	♦	♦		♦	♦
City of Celina, Texas	43,300	♦	♦		♦	♦
City of Fulshear, Texas	42,600	♦	♦		♦	♦
City of Huntsville, Texas	40,000	♦	♦	♦	♦	♦
City of Hobbs, New Mexico	39,400	♦	♦		♦	♦
City of Hutto, Texas	30,900	♦	♦		♦	♦
City of Sanford, North Carolina	30,500	♦	♦		♦	♦
City of Kerrville, Texas	24,300	♦	♦	♦	♦	♦

Project Team Qualifications

City of Roswell



Principal-in-Charge
Heather Keister, PE, CFM



Project Manager
Stephanie Neises, PE



QA/QC
Jessica Brown, IAM

MAJOR WORK AREAS

Hydraulic Modeling
Dave Christiansen

Condition Assessment
Steven Rhodes, IAM

GIS Analyst
Cooper Bisset

Cost Estimating
Karen Perez, PE

ADDITIONAL SERVICES

ASTERRA offers an innovative leak detection technology through the use of a satellite-based solution for detecting subsurface soil moisture. Entire water systems can be monitored and assessed using algorithms that have been fine-tuned with the power of AI and machine learning to recognize the signatures of water leaking from different systems.

Echologics is a water leak detection company with a long history of developing award winning acoustic technologies for leak detection and condition assessment of distribution and transmission mains. Multiple technologies have been developed, including hand held listening devices and correlator units for leak detection, next-generation continuous leak detection monitoring platforms and user friendly condition assessment technologies



Stephanie Neises PE

Project Manager

Stephanie Neises is an FNI Principal with experience in evaluating water distribution systems as part of FNI's Water/Wastewater Master Planning team.

She focuses on hydraulic modeling and GIS integration for master planning, CIP development and water quality studies. Stephanie has performed engineering and project management tasks for more than 60 water and wastewater planning studies. She has a working knowledge of hydraulic modeling software packages, such as InfoWater and WaterGEMS.

EXPERIENCE

19 years

EDUCATION

BS, Civil Engineering, South Dakota State University

REGISTRATIONS

Professional Engineer, NM #29523

PROFESSIONAL AFFILIATIONS

Water Environment Association of Texas, Member

American Water Works Association, Member

RELEVANT PROJECT EXPERIENCE

Water and Wastewater Master Plan Update | City of Hobbs | Project Manager
FNI prepared a W/WW master plan that identifies growth within the City's service area and the system improvements needed to accommodate the growth. W/WW system hydraulic models were developed to evaluate existing and future capacity. Hydraulic analyses were performed to assess sizing, location and operation of recommended projects. Based on the hydraulic analyses, FNI developed a comprehensive CIP for the water and wastewater systems that consists of prioritization of system-wide improvements, recommended phasing and planning-level cost estimates.

Water System Analysis and Master Plan | City of Hutto, TX | Project Manager
FNI developed and calibrated a hydraulic model using InfoWater Pro software to evaluate the City's water distribution system. Hydraulic analyses were conducted to identify deficiencies in the City of Hutto's existing water distribution system and to establish a capital improvements plan to expand the existing system and meet projected water demands through 2047. Parameters used in developing the improvements plan included increasing system reliability, simplifying system operations, meeting required fire flows, complying with regulatory requirements and maintaining residual pressures of at least 35 psi under peak hour demand conditions.

Water and Wastewater Master Plan Update | City of Killeen, TX | Project Manager
FNI updated the water and wastewater master plan and developed a comprehensive CIP for the water and wastewater systems, phased into 5-, 10- and 20-year projects that included improvements to address the City's growth as well as replacement of existing pipelines due to age and condition. FNI summarized the study's results in a master plan report.

Water and Wastewater Master Plan Update | New Braunfels Utilities, TX | Senior Advisor
FNI developed water demand and wastewater flow projections for NBU's rapidly growing service area. FNI performed model calibration and hydraulic analyses to identify growth-related improvements. FNI provided phased CIPs for both the water and wastewater systems. FNI assisted NBU staff with project prioritization and fiscal year budgeting.



Heather Keister PE, CFM

Principal-in-Charge

Heather Keister is experienced in master planning, engineering design, project management, public outreach, funding programs and construction, providing smart solutions to help West Texas and Southeastern New Mexico cities thrive.

Her diverse background in transportation, water infrastructure, stormwater management and public works projects allows her to manage multidiscipline teams effectively. She has experience developing criteria and CIPs according to strategic priorities and is skilled at communicating with project stakeholders of a technical or non-technical nature.

EXPERIENCE

21 years

EDUCATION

BS, Civil Engineering, Texas Tech University

MS, Civil Engineering, Texas Tech University

REGISTRATIONS

Professional Engineer, NM #26077

Certified Floodplain Manager, Texas Floodplain Management Association, #2052-11N

PROFESSIONAL AFFILIATIONS

Texas Society of Professional Engineers, Member

Texas Floodplain Management Association, Member

RELEVANT PROJECT EXPERIENCE

Roswell Comprehensive Safety Action Plan | City of Roswell, NM | Client Representative
FNI worked with the City and an appointed Technical Committee to develop a Safety Action Plan to comply with the Safe Streets and Roads For All planning grant requirements on a highly expedited schedule in order to meet federal grant funding opportunity deadlines. FNI developed outreach presentations for use with various community groups and developed Demonstration Projects to help guide the community towards the newly approved Vision Zero goal.

Hobson Road Flood Mitigation | City of Roswell, NM | Senior Advisor
FNI is providing design, bid and construction phase services for roadway and drainage improvements, including drainage analysis and detention basin design, open channels, storm drain and roadway reconstruction and widening.

Infrastructure Master Plan | City of Levelland, TX | Client Representative
FNI developed an Infrastructure Plan to help guide the City's infrastructure investments, which included a pavement condition assessment, water and wastewater master planning and stormwater planning efforts to determine needs. FNI developed maintenance and capital recommendations and prepared associated costs for City programming.

Water, Wastewater and Stormwater Master Planning | City of Lubbock, TX | Project Manager
FNI developed water, wastewater and stormwater master plans and renewal-based CIPs to address the City's rapid population growth, regulatory compliance and aging infrastructure. The City's latest GIS database and as-built drawings for facilities helped to construct and calibrate new hydraulic water and wastewater models. Services also included operations modifications to reduce water age and create more efficient pumping operations.



Jessica Brown IAM

QA/QC

Jessica Brown enables utility system owners to make fully informed investments in their infrastructure.

She has led water, wastewater and reclaimed water master plans and asset management programs for larger, complex systems and smaller service providers across the Southeastern U.S. This experience allows her to deliver prioritized CIPs built on industry best practices and each client's specific growth and rehabilitation needs. She also regularly conducts workshops for utility staff, city councils and boards of directors. Jessica is an FNI Vice President/Principal and the firm's W/WW Planning Practice Leader.

EXPERIENCE

27 years

EDUCATION

BS, Civil Engineering, Texas A&M University

REGISTRATIONS

Professional Engineer, TX #90098

Certificate in Asset Management, Institute of Asset Management, #5001914

PROFESSIONAL AFFILIATIONS

American Water Works Association, Member

Water Environment Association of Texas, Member

Texas A&M University Civil and Environmental Engineering Advisory Council, Member

RELEVANT PROJECT EXPERIENCE

Water Efficiency and Condition Assessment Program | Fort Worth Water (FWW) | Senior Advisor
FNI developed a prioritized, $167 million rehabilitation program for FWW water distribution and wastewater collection systems and conducted a risk-based assessment of more than 6,750 miles of pipeline based on work-order data and specific condition and criticality parameters. The program allowed FWW to optimize rehabilitation costs by targeting areas with higher-risk pipelines. Jessica provided input to the team on the proposed scoring and system evaluation, assisted with client workshops and reviewed the results of the analysis and recommendations.

Water and Wastewater Master Plan Update | City of Killeen, TX | Senior Advisor
FNI updated the W/WW master plan and developed a comprehensive CIP for the W/WW systems, phased into 5-, 10- and 20-year projects that included improvements to address the City's growth as well as replacement of existing pipelines due to age and condition. FNI summarized the study's results in a master plan report. FNI developed projected population and the associated water demands and wastewater flows within the City's service area. FNI updated hydraulic models of the W/WW systems and validated them utilizing the City's GIS.

Northside Pressure Planes Water Master Plan Update | FWW | Senior Advisor
FNI provided population and demand projection updates, performed hydraulic analyses and developed a new CIP to address the projected growth as part of the master plan update.

Strategic Asset Management Plan (SAMP) | FWW | QA/QC
As a subconsultant supporting FWW, FNI developed an enterprise-wide SAMP to provide a sustainable framework for asset management implementation. The SAMP builds upon FNI's earlier and ongoing work with FWW, including the Interceptor Condition Assessment Program, the Water Efficiency Condition Assessment Program and the Asset Management Maturity Assessment. Jessica assisted with leading workshops with FWW staff, offering institutional knowledge of FWW's planning preferences for consistency with other plans, and conducted Quality Control checks.



Dave Christiansen

Hydraulic Modeling

Dave Christiansen is a Project Engineer in FNI's W/WW Master Planning Group who has extensive experience in water model development, hydraulic analysis, model calibration and CIP development.

Dave is one of the firm's leading hydraulic modelers having developed and utilized water models to help cities plan for the future. He has worked on dozens of water master plans, coming up with creative strategies to integrate new and expanded infrastructure in ways that best meet each client's needs and goals.

EXPERIENCE

11 years

EDUCATION

BS, Civil Engineering, Purdue University

MS, Environmental and Water Resources Engineering, The University of Texas at Austin

REGISTRATIONS

Professional Engineer, TX #129140

PROFESSIONAL AFFILIATIONS

American Water Works Association, Member

RELEVANT PROJECT EXPERIENCE

Water and Wastewater Master Plan Update | New Braunfels Utilities, TX | Project Manager
FNI developed water demand and wastewater flow projections for NBU's rapidly growing service area. FNI performed model calibration and hydraulic analyses to identify growth-related improvements. FNI provided phased CIPs for both the water and wastewater systems. FNI assisted NBU staff with project prioritization and fiscal year budgeting.

Water Infrastructure Plan | San Antonio Water System | Hydraulic Modeler
In addition to verifying compliance with system regulations, FNI evaluated existing and future needs within the San Antonio Water System's (SAWS) service area through 2039 and developed a phased CIP to accommodate projected growth. FNI was also responsible for EPS calibration, future system analyses and water supply integration. FNI worked closely with SAWS staff to evaluate various system alternatives to provide cost-effective improvements while still providing high-quality service to customers. Dave assisted with the development of water demand projections as well as the calibration of the hydraulic model of the water distribution system to real-world conditions. He performed existing and future system hydraulic analyses of the water system and assisted in the development of a phased CIP.

Water System Analysis and Master Plan | City of Hutto, TX | Assistant Project Manager
FNI performed a short-term water supply analysis to help identify existing system deficiencies and short-term water supply solutions. Additionally, FNI provided a comprehensive water master plan that includes long-term growth assumptions, water model calibration, future water system modeling and the development of a Water CIP.

Water Master Plan | City of Cleburne, TX | Project Manager
FNI updated the City's Water Master Plan. This study utilized the population, demographics and land use assumptions that were developed as part of the City's Water, Wastewater and Roadway Impact Fee Study. Water system modeling was performed for existing, 5-year, 10-year and 25-year conditions to develop alternatives for water system improvements.



Steven Rhodes IAM

Condition Assessment

Steven has expertise in infrastructure asset management principles and leverages this expertise to provide digital solutions to help clients better understand their data, communicate project complex information to stakeholders and make informed data-driven decisions on infrastructure needs.

He has served as Project Manager for W/WW master plans, regulatory compliance, SSES and condition assessment projects. He is an Associate in FNI's W/WW Planning Practice.

EXPERIENCE

17 years

EDUCATION

BS, Civil Engineering, University of Texas at Arlington

REGISTRATIONS

Professional Engineer, TX #118701

Certificate in Asset Management, Institute of Asset Management, #6138667

PROFESSIONAL AFFILIATIONS

American Water Works Association, Member

Water Environment Association of Texas, Member

RELEVANT PROJECT EXPERIENCE

Asset Management Program Development | Brushy Creek Regional Utility Authority (BCRUA) | Project Manager
FNI is developing a formal asset management program that will be implemented in a phased approach. Phase 1 consists of a goal-setting workshop, a gap assessment and the development of an asset management implementation plan. The implementation plan will identify actions necessary to establish a formal asset management program based on BCRUA's goals and the gap assessment results.

Downtown Water Main Replacement | City of St. Petersburg, FL | Project Engineer
FNI assessed a likelihood of failure (condition) score for each water line segment in the downtown study area based on age and material information from the City's latest GIS database, along with work order information. A consequence of failure (criticality) score was also assessed based on the diameter of the line and the number of connections. As part of the project, FNI also evaluated the inclusion of an artificial intelligence (AI) dataset from the City's Fracta dataset. After the risk-based scoring was completed, FNI conducted a water line renewal strategy workshop to present the results of the risk-based assessment and characterize the renewal strategy options. This illustrative, guided discussion enabled the City to make an informed decision about the direction of the program.

Water Asset Management Plan | City of Denton | Technical Advisor
FNI facilitated strategic asset management planning for the City's water system assets to improve prioritization of inspection, maintenance, rehabilitation and replacement. Services included an asset management maturity assessment, benchmarking performance relative to comparable utilities and development of a risk-based assessment of linear pipeline assets using InfoAsset Planner.

City Water Program | City of Arlington, TX | Project Engineer
FNI is providing Program Management and Construction Phase Services for modifications and rehabilitations totaling $81 million dollars as a subconsultant. Projects include improvements at the Pierce-Burch and Kubala Water Treatment Plants, PMIS support and quality reviews of design during construction phase.



Cooper Bisset

GIS Analyst

EXPERIENCE

2 years

EDUCATION

BS, Geography, Colorado State University

Cooper Bisset is a GIS Analyst specializing in data management for water and wastewater systems.

Cooper has focused experience performing mapping and spatial analysis for water and wastewater modeling, as well as water transmission and water resources planning. His unique background enhances his ability to communicate information and solve problems with regard to GIS analyses. Cooper's skillset includes creating, editing and managing spatial data, geometric network development, geodatabase design and development, population and land use analysis, geocoding, 3D surface rasterization and georeferencing.

RELEVANT PROJECT EXPERIENCE

Water System Analysis and Master Plan | City of Hutto, TX | GIS Analyst
FNI performed a short-term water supply analysis to help identify existing system deficiencies and short-term water supply solutions. Additionally, FNI provided a comprehensive water master plan that includes long-term growth assumptions, water model calibration, future water system modeling and the development of a Water CIP.

Water and Wastewater Master Plan Update | City of Killeen, TX | GIS Analyst
FNI updated the water and wastewater master plan and developed a comprehensive CIP for the water and wastewater systems, phased into 5-, 10- and 20-year projects that included improvements to address the City's growth as well as replacement of existing pipelines due to age and condition. FNI summarized the study's results in a master plan report.

Water Master Plan | City of Cleburne, TX | GIS Analyst
FNI updated the City's Water Master Plan. This study utilized the population, demographics and land use assumptions that were developed as part of the City's Water, Wastewater and Roadway Impact Fee Study. Water system modeling was performed for existing, 5-year, 10-year, and 25-year conditions to develop alternatives for water system improvements.

Water Master Plan | City of Lago Vista, TX | GIS Analyst
FNI performed a study to evaluate the existing and future system demands and develop a comprehensive Water CIP.

Asset Management Program Development | BCRUA | GIS Analyst
FNI is developing a formal asset management program that will be implemented in a phased approach. Phase 1 consists of a goal-setting workshop, a gap assessment and the development of an asset management implementation plan.

Downtown Water Main Replacement Program | City of St. Petersburg, FL | GIS Analyst
FNI is designing improvements for the City's Downtown Water Main Replacement Program. Preconstruction phase services include development of a technical memorandum detailing information received from the City as well as results of a Risk-Based Assessment and Capacity Assessment Hydraulic Model within the downtown area.



Karen Perez PE

Cost Estimating

Karen Perez specializes in water, wastewater and stormwater projects for many public and private utilities throughout New Mexico and El Paso.

Her experience includes planning, evaluation, design and construction management for all types of utility construction. She was also a two-term County Commissioner and served on multiple advisory and regulatory boards, including the Metropolitan Planning Organization, Camino Real Regional Utility Authority and Extra-Territorial Zoning Authority.

EXPERIENCE

31 years

EDUCATION

MS, Civil Engineering, New Mexico State University

BS, Agricultural Engineering, New Mexico State University

BA, International Affairs, The George Washington University

REGISTRATIONS

Professional Engineer, NM #14716

RELEVANT PROJECT EXPERIENCE

Roswell Comprehensive Safety Action Plan | City of Roswell, NM | Public Involvement Coordinator
FNI worked with the City and an appointed Technical Committee to develop a Safety Action Plan to comply with the Safe Streets and Roads For All planning grant requirements on a highly expedited schedule in order to meet federal grant funding opportunity deadlines. FNI developed outreach presentations for use with various community groups and developed Demonstration Projects to help guide the community towards the newly approved Vision Zero goal. Karen is leading the Public Engagement process for the project including steering committee, facilitation with public officials and interface with the State of New Mexico.

Unified Development Code Update | City of Las Cruces, NM | Project Engineer
FNI is updating the City's development code, including subdivision, zoning, design technical standards and sign regulations, as well as the City's zoning map, drainage design manual and development guide. The City adopted a new comprehensive plan that emphasizes low-impact development, multimodal transportation options, affordable housing and other modern best practices. FNI and City staff work closely to involve the stakeholders in the comprehensive planning process along with the development community to create a development code that represents the community's vision. Karen is developing the updates for the drainage code and the drainage design standards.

Northwest Service Area Water Supply Improvements | El Paso Water, TX | Project Manager
FNI provided preliminary design services for improvements which included Transmountain Pump Station No. 1, a 36-inch transmission line to Transmountain Tank No. 2, Transmountain GST No. 2, a 48-inch transmission from El Chanate to the Transmountain No. 1 Site and 16-inch and 24-inch pipelines extending from the 36-inch pipeline crossing to the Vinton interchange. In addition to project management, Karen is overseeing the technical aspects of the project and serving as a technical resource to all team members.

Body of Proposal

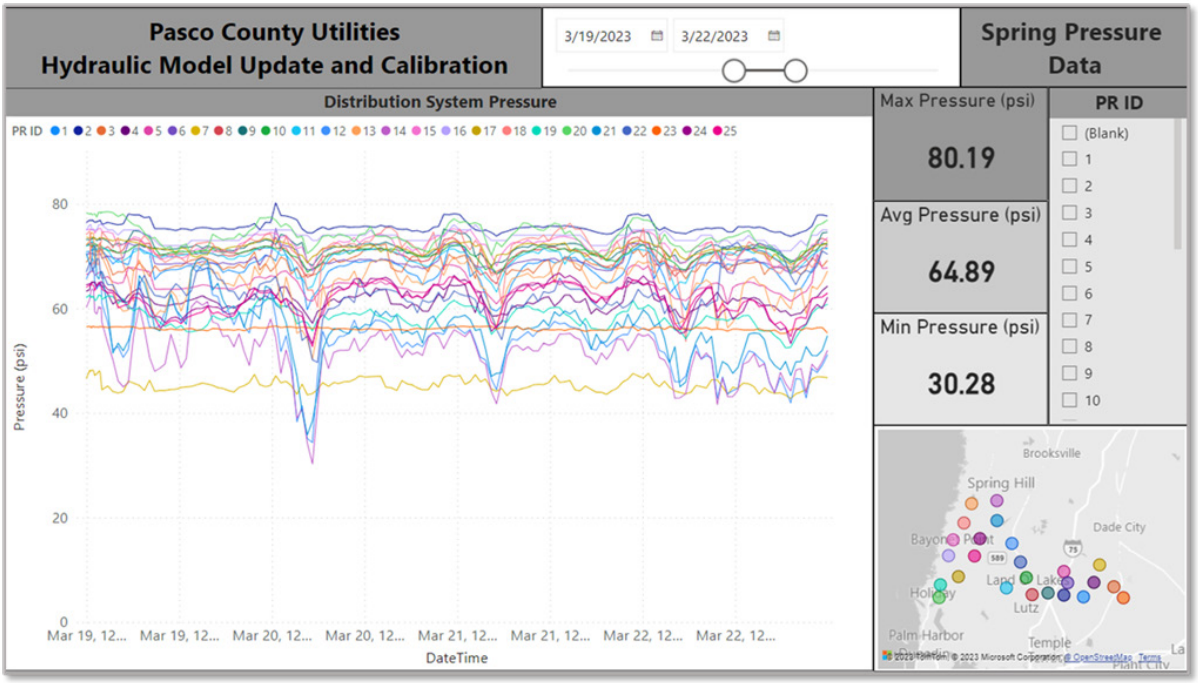
Project Understanding and Keys to Success

FNI has developed a proven approach to water master planning and will tailor it to meet Roswell's specific needs for this project. The following sections provide a narrative of our ideas for successful project execution.

Model Development and Calibration

Model development and calibration is a crucial step in the master planning process as the hydraulic model is a valuable tool in assessing the water system, but it is only useful if it accurately represents the physical distribution system and actual operations. The model development process will consist of:

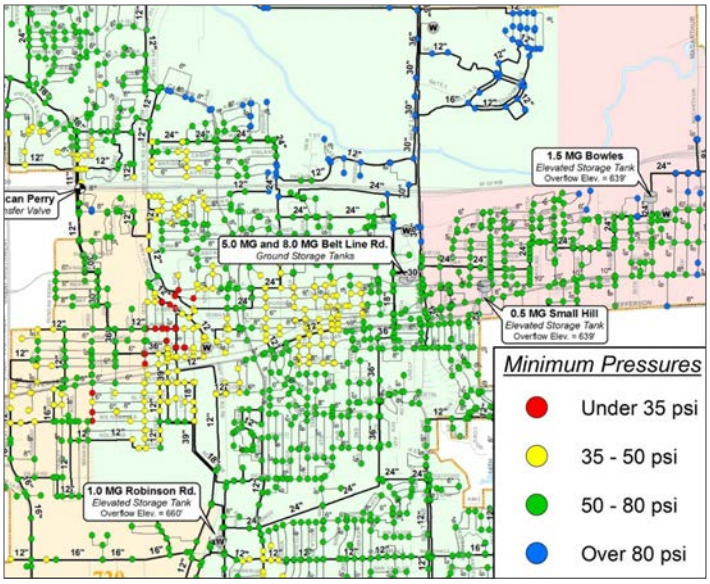
- **Review/update of model network –** FNI will review the existing WaterGEMS model and identify any missing or potentially inaccurate information that requires additional field investigation or as-built research.
- **Temporary pressure testing –** FNI owns and maintains digital pressure recorders that can be installed on fire hydrants to collect pressure data. We understand the importance of capturing detailed field data, along with comprehensive SCADA records. We recommend that 20 temporary pressure recorders be installed for a two-week period during to capture the pressure data throughout the distribution system.
- **Demand allocation and diurnal curve development –** Consumption data by customer meter will be utilized to spatially allocate water demands in the model. FNI will develop diurnal demand curves for each pressure zone based on flows and storage tank levels observed during the calibration period. These calculations are an integral part of accurately representing water usage throughout the distribution system.
- **Extended period simulation (EPS) modeling –** A successful EPS model calibration captures dynamic operating conditions using results of the pressure testing as well as using SCADA records for pumping rates, pump station discharge pressures, storage tank levels and transfers between pressure zones. FNI will prepare graphs comparing field/SCADA data versus model results for each calibration point over a 24-hour period.

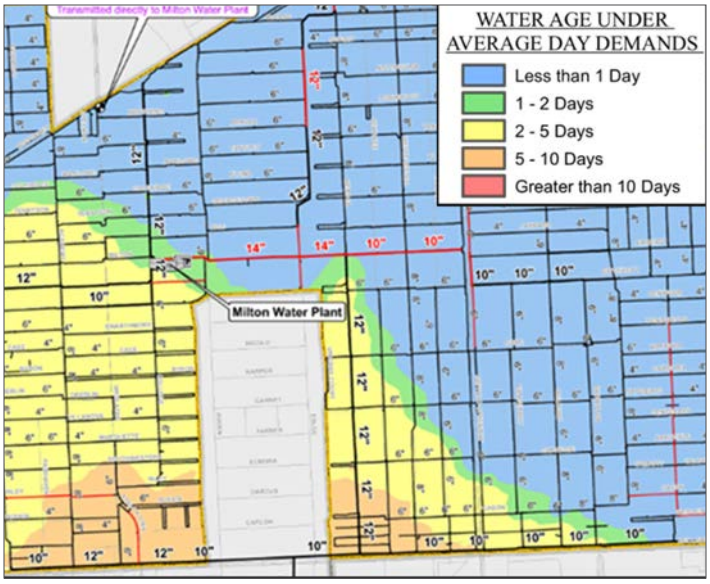


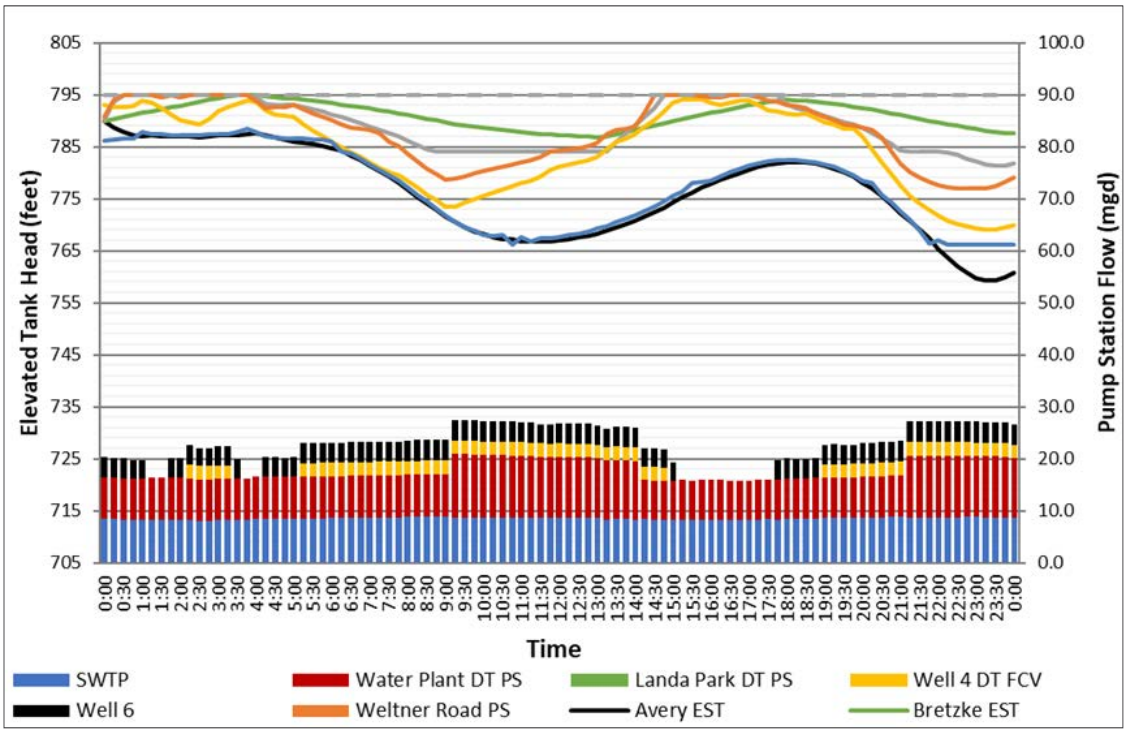
Example data visualization using Power BI for pressure testing results

Existing and Future System Analysis

Once the model is sufficiently calibrated, EPS scenarios will be developed representing typical average day and maximum day demand conditions. The maximum day demand scenario incorporates the maximum hour demand as it is a 24-hour simulation with diurnal demand patterns that represent the peak hourly demands. A steady-state simulation will also be developed to assess the available fire flow during maximum day demand conditions. The hydraulic modeling will allow the FNI team to evaluate operational controls, hydraulic bottlenecks, pressure management strategies, available fire flow and new water service to areas of projected growth. An EPS model can also be used to assess water age throughout the distribution system. This can help identify and alleviate potential areas at higher risk of water quality concerns such as low chlorine residual and high disinfection byproducts.







Example model results showing minimum pressure results (top left), water age (top right), and operational graph evaluating pumping and storage (bottom).

An alternatives evaluation will be conducted to determine the best strategies for providing safe, reliable drinking water based on Roswell's existing system capabilities and future system demand projections. FNI will work with the City to identify level of services goals (i.e., water outage durations, pipe breaks per year, etc.) and planning criteria (i.e., pressure requirements, storage volumes, pipeline velocity, etc.) that will be used to develop system improvements. The various options can then be optimized based on a cost-benefit analysis as well as other factors such as ease of operations, construction schedule or sustainability.

Critical Needs Assessment

FNI will perform an evaluation to determine each water main segment's condition, criticality and failure risk. The water main condition will be based on age, material, system pressure, and break history to identify segments that have failed in the past or likely to fail in the future. As part of the assessment, FNI will also utilize satellite-based leak detection data from ASTERRA to identify water mains that are currently leaking. This proven technology is a cost-efficient way to identify existing water main leaks throughout the entire system. The results of the evaluation will provide the city with a list of mains in need of near-term improvement and mains that require further assessment.

Near-term improvements will focus on water mains identified by satellite leak detection or high break history. This will allow the City to prioritize replacement of water mains with known failures. Water mains at high risk of failure but not identified in the satellite leak detection or with a high break history will be candidates for field assessments. The field assessments will utilize acoustic technologies such as ePulse® Discovery™ by Echologics, which can quantify the average pipe wall thickness between the sensors. The ePulse® Discovery™ acoustic assessment is performed by attaching sensors to the outside of the main or valves on the main. This significantly reduces the cost and complexity of the assessment as compared to in-pipe condition assessment technologies.



Example dashboard showing renewal strategy options

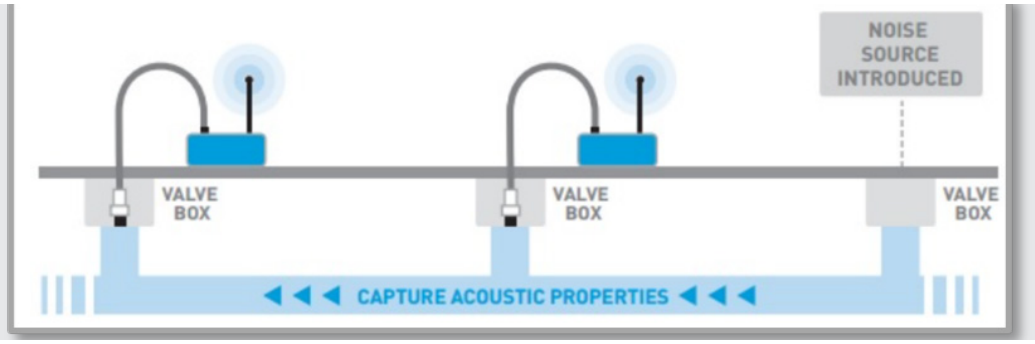
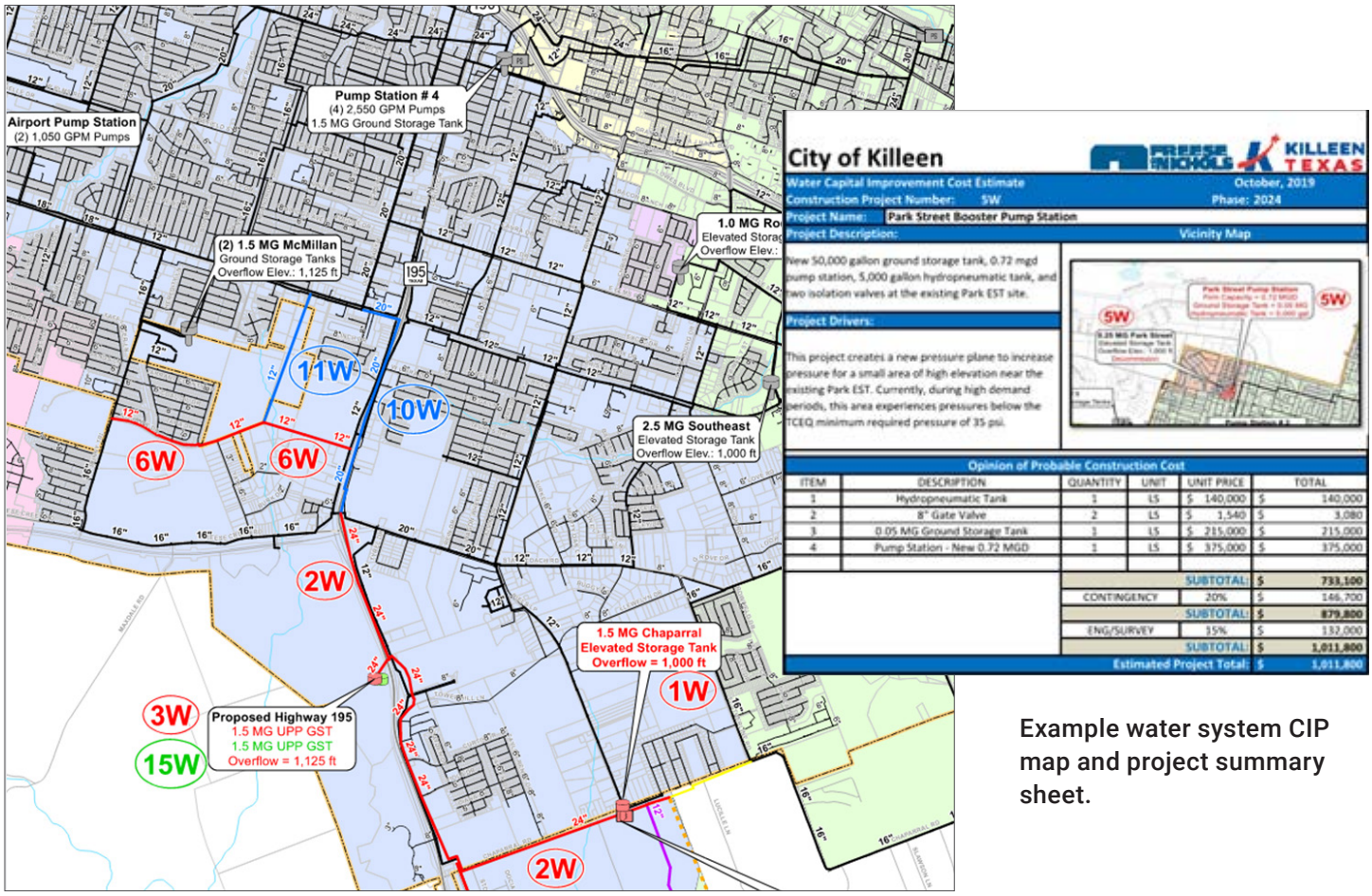


Diagram of Echologics ePulse® Discovery™

Capital Improvement Plan

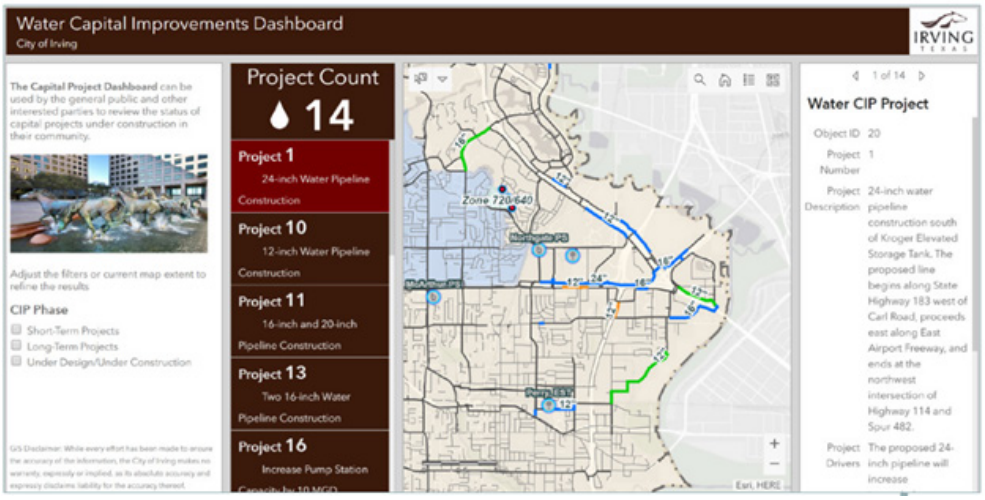
Proposed projects from the hydraulic analyses will be used to develop a comprehensive water system CIP. Detailed project descriptions, business-case drivers, project schedules, costs and required in-service dates will be developed for each proposed project. Projects may include full replacement or other renewal strategies such as pipe bursting, sliplining, or other trenchless technology.



Example water system CIP map and project summary sheet.

Master Plan Report and Project Deliverables

FNI will provide a technical report that documents the assumptions, analyses and results of the master plan. As an additional service, FNI can work with the City to develop additional deliverables that support and enhance the master plan. Typical project deliverables include a GIS-based dashboard showing the recommended projects from the master plan. This can be used by staff or can be published on the City's website to provide transparency to the public on the City's water CIP. FNI will also deliver model files, spreadsheets and presentations developed throughout the project.



Example GIS-based dashboard for CIP projects

Costs

We are excited about the opportunity to perform this work for the City of Roswell and intend to provide water master planning services.

Offeror Name: Freese and Nichols, Inc.

Basic Services		
Task	**Description**	**Cost**
Task 1:	Data Collection and System Inventory	$78,839
Task 2:	Model Development and Calibration	$41,654
Task 3:	Current System Evaluation	$45,106
Task 4:	Build-Out System Evaluation	$49,982
Task 5:	Cost Estimates and Improvements/Critical Needs	$57,737
Task 6:	Water System Master Plan Report	$53,757
Gross Receipts Tax:	7.8958%	$25,825
Total Basic Services:		**$352,900**

Additional Services		
Firm	**Description**	**Cost**
Asterra	Satellite Data - Various options	see attached
Echologics	Acoustic Leak Detection – Cost is dependent on total footage, traffic control, permitting and pothole requirements	$14-$20 per linear foot

A proposal for

City of Roswell, NM

Proposal & Scope of Work

Prepared by Matias Rodriguez, Sales Development Representative

22 November 2024

4180 La Jolla Village Dr., #530 San Diego, CA 92037 858.521.9442 US **asterra.io**

ASTERRA

ASTERRA uses patent-protected technology for infrastructure condition assessment, pipe replacement modeling, and leak detection in urban and rural, water or sewage networks, using L-band synthetic aperture radar (SAR) mounted on a satellite. The technology is based on a proprietary algorithm that detects soil moisture resulting from treated water or wastewater leaks, through the analysis of SAR data. This is of considerable value to industry, governments, and citizens. Because the observation point is orbiting 390 miles above the Earth, this allows for simultaneous monitoring of pipes within a large network.

ASTERRA's Martian Roots

ASTERRA's core technology is based on the search for underground water on Mars and other planets. Lauren Guy, a geophysicist, and entrepreneur who developed the approach, quickly recognized the application could be even more effective here on Earth. The water was closer, the need more immediate, and the technology had the potential to solve a number of critical problems. Mr. Guy founded Utilis (now known as ASTERRA) in 2013 to develop applications for the new technology. In 2016, leak detection in underground water systems became the first commercially used application. This solution is now called Recover.

A Revolutionary Change

From an orbiting satellite, our algorithm which is fine-tuned to detect treated drinking water and wastewater, reveals underground leaks as small as 0.2 gallons per minute. Now, managers of underground water infrastructure can see the water leaking from their systems. Even in the largest cities, it could be seen all at once, with unheard-of speed and efficiency. ASTERRA continues to refine the technology and expand its applications beyond leak detection, adding pipeline monitoring and deficiency analysis as well as property assessment to its growing capabilities.

Impact

ASTERRA actively contributes to the United Nations Sustainable Development Goals, particularly focusing on Goal numbers 6 (Clean Water and Sanitation), 9 (Industry, Innovation, and Infrastructure), and 13 (Climate Action). By leveraging our expertise in satellite-based infrastructure intelligence, we empower organizations to make data-driven decisions and build a resilient and sustainable future. We are dedicated to creating lasting positive change and supporting the achievement of the SDGs globally.



1. **Satellite Radar – Scan Acquisition**

   Raw scans of the area taken by radar over Areas of Interest (AOI) received from client

2. **Radiometric Corrections**

   ASTERRA takes the raw scan and prepares it for analysis, by filtering interferences from buildings, manmade objects, vegetation, water bodies, and more

3. **Algorithmic Analysis**

   ASTERRA's unique and patented algorithm targets the spectral signature of treated water or wastewater and its interaction with the soil

4. **Availability to Client**

   Newly detected leak locations are delivered via the EO Discover platform to the client on an ongoing basis, with frequency depending on the level of monitoring purchased.

Advantages of Ongoing Monitoring

Today, utilities typically survey their system blindly and reactively. This approach yields minimal results which leads many utilities to deprioritize proactive leak detection. Usually, utilities are forced to use limited resources for work orders to find, dig and repair leaks. In most cases, this results in falling further behind the curve and increased pipe breakages. Rather than leak detectors surveying the entire system blindly, Recover guides leak detectors to likely leak locations or points of interest which ASTERRA has highlighted through their analysis. Now, leak detectors only need to walk 5-10% of the system where water is already leaking. With a single scan, ASTERRA identifies ~30% of the active leaks in your system. Additional scans allow for ongoing monitoring which will result in more active leaks being identified in your system. Additionally, leaks are continuously arising and enlarging, thus ongoing monitoring will continue to detect more leaks even in areas previously inspected.

Client Benefits & Impact

ASTERRA provides a comprehensive, accurate, and non-invasive remote sensing solution for locating leaks and monitoring any potable water and wastewater system in the world. This works over any type of terrain – flat or hilly; sparsely populated or densely populated high-rises. This is done by extracting information from SAR scans taken high above the ground and converting them into locations of underground potable water or wastewater leaks. Reducing NRW additionally has a positive effect on the environment. By reducing non-revenue water loss, the amount of processing decreases, resulting in a reduction of power use and the associated environmental effects. Locating and fixing wastewater leaks in sewer systems also helps the environment by preventing pollution.

Main benefits of Recover:

- Non-invasive technology: Deployment of sensors or hardware on the ground is not necessary.
- ASTERRA technology is effective irrespective of soil type, pipe material, and pipe diameter.
- Covers large areas at once. Surveys an entire system in urban and rural areas, while also providing location intelligence at a fine resolution. Identifies potential leaks in areas that traditional acoustic leak detection programs may not typically survey.
- Find more leaks in a shorter period: Increases the efficiency of traditional acoustic leak detection programs by prioritizing work locations and offering quicker response times.
- Screening technology that can be used directly or indirectly for condition assessment, asset

  budget planning and work on structural changes prioritizing network riskier zones.
- Identifies background (i.e., non-surfacing) leaks that might otherwise go undetected for long periods of time.
- Can fit into either CAPEX or OPEX budgets.
- Provides a positive impact on the environment (reduces water loss, electricity used, and CO2 produced).

ASTERRA's Solutions

ASTERRA's solutions include Recover and MasterPlan for potable water and wastewater. All are made available on ASTERRA's EO Discover platform. Recover and MasterPlan are ASTERRA's commercial services offered in this proposal. The output from the proprietary algorithm is provided through the analysis of the SAR data combined with other processing techniques owned by Utilis (dba ASTERRA).

Recover for Leak Detection

Recover, the recipient of the AWWA Innovation Award in 2021, is a satellite-based solution for monitoring and detecting leaks in drinking and wastewater systems. It enhances operational efficiency and budget optimization by providing infrastructure intelligence for proactive pipe repair and planning. With Recover, entire city-wide systems can be monitored efficiently.

This advanced technology quickly locates non-surfacing leaks, allowing leak detection crews to focus on targeted repairs instead of unnecessary digging. Compared to traditional methods, Recover identifies more leaks and increases field crew efficiency by up to 400%. It offers the water industry the lowest cost per leak found, averaging 3.5 leaks per crew day compared to 1.3 with traditional acoustic methods. By reducing non-revenue water loss, which amounts to 17 billion gallons annually worldwide, Recover brings significant benefits to companies in the industry.

Furthermore, Recover assists the wastewater sector by mitigating the risks of fines, consent decrees, legal consequences, and reputational damage.

Recover Insights

At the start of the client's subscription period, each client is provided access to the EO Discover platform where they can access the data in the form of GIS files, the U-View application, or the dashboard with individual projects and field performance metrics. Each client is also provided access to the U-Collect field investigation application. The platform can be accessed 24/7 during the subscription period to view ASTERRA's analysis and results of field investigations track success metrics. Recover's specific features include:

Recover (POI Output): A GIS layer containing the POIs, provided in SHP and KML format for import into any GIS system (client-based, ESRI, or ASTERRA-provided U-Collect and U-View) that can be overlaid on a map displaying streets, pipes, hydrants, valves, and potential leak information.

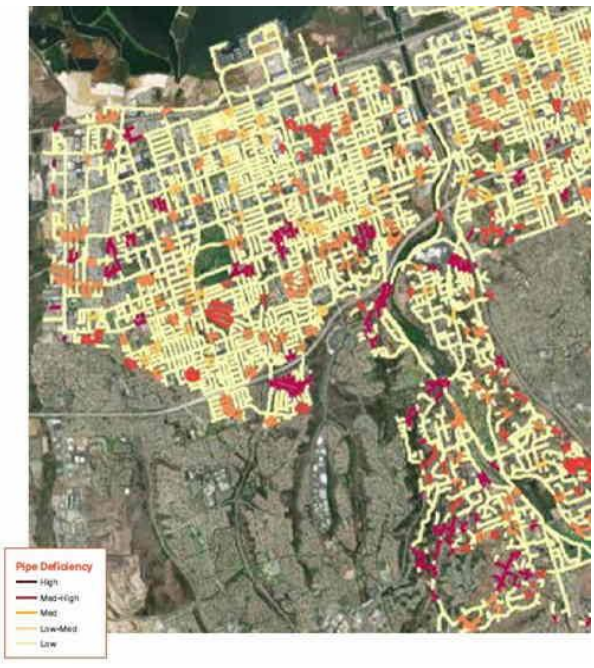
EO Discover: A link to the EO Discover password-protected platform displaying data and field results, along with monitoring the progress of the project/service progress in real-time.

Temporal and Spatial Analysis: With a single scan, Recover identifies ~30% of the leaks in a given system. With multiple scans, Recover will identify up to 25% more of the leaks in the given system. Through multiple scans we can identify leak clusters through a temporal and spatial analysis which will aid in maintenance prioritization and asset management plans.

MasterPlan for Pipe Deficiency Assessment

Providing unique insights not available from anyone but ASTERRA, MasterPlan is an actual (not predictive) measurement of non-surfacing pipe leaks. It is pipe agnostic and collected non-invasively by a satellite with wide coverage, often scanning a full system instantaneously. MasterPlan provides actionable insights into your asset management plan in one easy data layer. Trained on five years of leaks discovered using Recover, the new algorithm assesses the deficiency of an entire pipe system using multiple SAR scans over time.

ASTERRA MasterPlan provides a GIS dataset containing pipe deficiency levels derived from SAR data. This solution is based on the same proven patented algorithm that is used by Recover to detect leaks in your system but is extended to monitor your system over time using statistical analysis. The general process takes all POIs identified in two consecutive satellite scans (identical coverage and angle) over your area of interest and analyzes the POI results. It then compares the POIs from multiple scans and identifies the clusters of POIs between them.



These results are processed through a learned statistical algorithm and used to assign pipes a score from low to high, signifying the level of deficiency observed.

With ASTERRA Masterplan, we can identify critical areas where the client can focus its future pipeline rehab and replacement efforts. These high deficiency areas can be used for asset management planning purposes, e.g., capital improvement replacement planning.

MasterPlan Insights

MasterPlan provides utilities and engineers with insights into actual pipe conditions. This GIS data layer is compatible and easily integrates into all GIS and GIS-based software. Combine this data with other information, such as pipe age, material, work orders, and consequence of failure to further enhance your replacement planning models or water system master plans.

MasterPlan (Pipe Deficiency Output): A GIS layer containing client pipe segments rated based on condition. Provided in SHP and KML format for import into a GIS or risk modeling system (Client map displaying streets, pipes, hydrants, valves, and potential leak information).

EO Discover: Login credentials to the EO Discover's password-protected platform for viewing the pipe data via GIS or U-View applications and for monitoring pipe deficiency levels.

MasterPlan Pipe Deficiency Assessment: A summary assessment detailing the condition of the client's pipes based on the GIS data output of pipe scores from low to high deficiency.

U-View Licenses: Licenses are provided for U-View (allows the client to view the data) for the duration of the EO Discover subscription period.

Typical Process and Timeline

- After confirmation of the order through the contract signature or receipt of a purchase order, ASTERRA will acquire the satellite scan(s). ASTERRA must have the order confirmation at least 21 days prior to the first date of satellite coverage to move forward with the satellite data procurement. The date of the acquisition is subject to the technical and operational constraints of the third-party satellite operation company and may change at any time.
- Before the acquisition, the client will provide ASTERRA with an Area of Interest (AOI). Unless agreed otherwise by the parties, the AOI is a designated geographical area to be surveyed using satellite within the client-provided service area.
- During the period prior to the scan acquisition, the client will provide ASTERRA with a GIS layer of all available treated water or sewage lines in the AOI to be analyzed. If available, the client will also provide a hydrant and valve layer within the AOI.
- Unless otherwise agreed upon by both the parties, ASTERRA will provide services only in the AOI overlapping with the client's provided GIS pipe system layer.
- After acquiring the scan and receiving the GIS pipe layers from the client, data will begin to populate on the EO Discover platform. This is approximately 7-14 business days after the first scheduled scan acquisition date. Scan acquisition dates may be changed by a third party (satellite operator) or due to technical constraints. Service start dates may be affected due to poor scan quality according to ASTERRA's quality assurance standards.
- Where applicable, leak field inspection work can begin after the leakage data has populated on EO Discover on an agreeable date between both parties.



PROPOSAL

Scope of Work

The scope of work contained herein details the work and services ASTERRA will provide as well as the roles and responsibilities of both ASTERRA and City of Roswell, NM **("Client")**.

Roles, Responsibilities, and Offerings – ASTERRA

ASTERRA will provide Recover data as a service via EO Discover and it will consist of areas identified as potential leaks (i.e., areas containing soil moisture of treated water and/or wastewater underground) using a proprietary satellite imaging algorithm across the **Client's** water system. ASTERRA will provide a primary contact person for technical and administrative purposes who will interact with the **Client**.

ASTERRA's Responsibilities ("Services"):

- Acquiring and analyzing the satellite scan(s).
- Providing potential leak location data as a service through our password-protected platform, EO Discover. This data can be exported as GIS data files.
- Providing best practices for field inspection protocols to the Client.

ASTERRA's Solution for Potable Water:

- **Recover (POI Output):** GIS layer containing the POIs, provided in GIS data files formatted for import into any GIS system.
- **EO Discover:** Provides access to monitor and track the progress of the project/service in real time and calculates ROI and impact metrics for ongoing KPI tracking. The license is for the period of service purchased.
- **U-Collect and U-View Licenses**: Provided for each of the following: U-Collect (allows field technician to collect data in the field), and U-View (allows field technician to view data from anywhere). The license is active upon delivery for the period of service. Additional licenses may be purchased and/or the initial license extended at the request of the client.

- **Kick-off Meeting:** Prior to fieldwork, an ASTERRA or ASTERRA-certified team (regardless of if it the client's team or a contractor), will call a kick-off meeting to agree on the operational field plan to address the Client's specific needs and the best practices required to get the best results.
- Optional: Acoustic Leak Detection for Field Investigation (for Potable Water Pipelines Only): Based upon selecting this option, ASTERRA will provide a certified subcontracted acoustic leak detection team to investigate the points of interest, provide a list of verified leaks, and mark them for repair. The leak detection field verification team(s) is proficient and experienced in using and operating acoustic equipment. The team should be provided with all the needed tools to access the listening points.
- Optional: ASTERRA MasterPlan Pipe Deficiency Map, provided as a GIS data set, if purchased within the Recover tier available or as an additional service option.
- Optional: ESRI Arc GIS Field Maps Integration – data provided in your ESRI ArcGIS online accounts for easy use in ArcGIS Field Maps. (Additional cost may apply if it is not included in the Recover service tier already).

ASTERRA's Solution for Wastewater

- **Recover (POI Output):** GIS layer containing the POIs, provided in GIS data files formatted for import into any GIS system.
- **EO Discover:** Provides access to monitor and track the progress of the project/service in real time and calculates ROI and impact metrics for ongoing KPI tracking. The license is for the period of service purchased.
- **Kick-off Meeting**: ASTERRA or ASTERRA-certified team will call a virtual kick-off meeting to discuss the data delivered and demonstrate the usage of the platform.

Roles, Responsibilities, and Offering – Client

The Client is responsible for providing baseline system data, work order history, and in some cases, an acoustic field verification team to inspect POIs identified by ASTERRA. The client shall identify a primary contact person for technical, administrative, and field inspection coordination. ASTERRA agrees to use the information described below only for the client's specific project and to not share the information with any other third party.

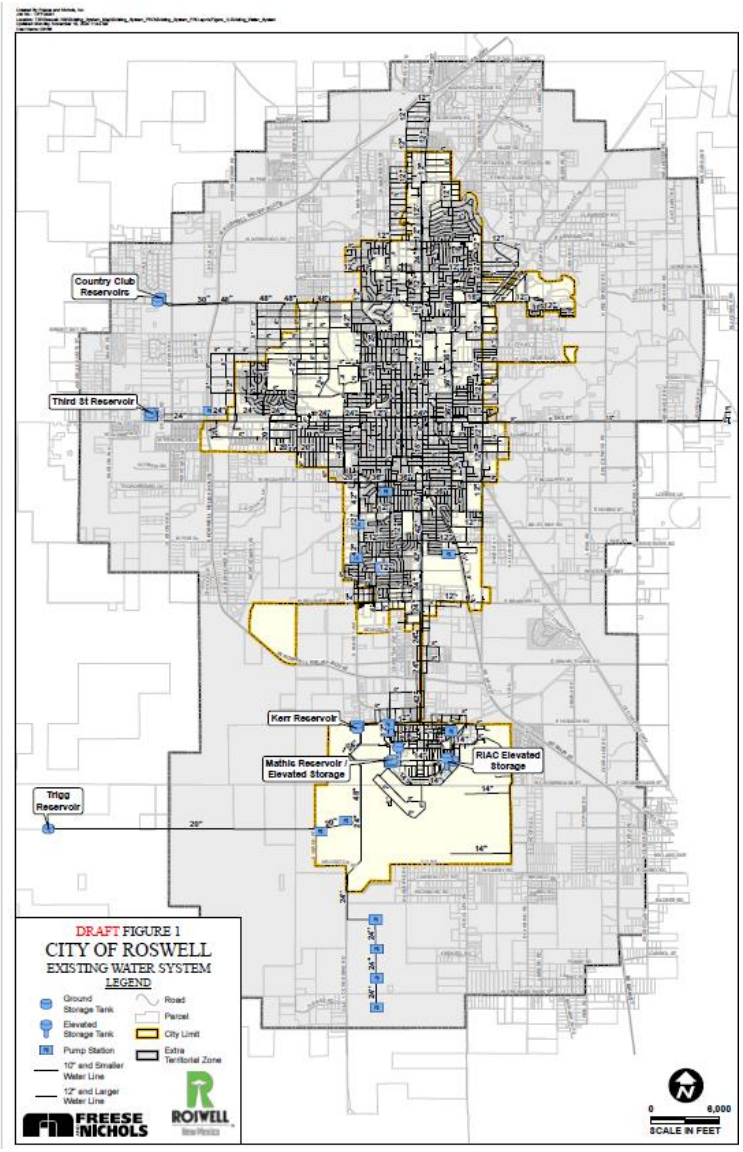
Client Responsibilities

- **Pipe System Information for Potable Water Lines:** Prior to scan acquisition, the **Client** shall provide ASTERRA with a detailed and accurate GIS pipe system layer. If GIS is not available, roads will be used to guide the analysis. ASTERRA will use this layer to identify POIs. The GIS layer should include pipe material and diameter, length of pipeline to be analyzed, hydrants, valves, and any other detailed information available.
- **Pipe System Information for Wastewater Lines:** Prior to scan acquisition, the **Client** shall provide ASTERRA with a detailed and accurate GIS pipe system layer. If GIS is not available, roads will be used to guide the analysis. ASTERRA will use this layer to identify POI locations. The GIS layer should include pipe material and diameter, forced and/or gravity lines, length of pipeline to be analyzed, manholes, depth, and any other detailed information available.
- **Leak Detection History (Work Orders):** The **Client** shall provide ASTERRA with a detailed and accurate history of leak findings and repairs beginning one (1) week before the date the first satellite scan is acquired and through the project life cycle.
- **Leak Detection Performance Metrics for Potable Water Lines:** The **Client** shall provide ASTERRA with relevant and available performance metric data related to previous **Client**-utilized leak detection methodologies. This information will be used to calculate value metrics of the service and will be provided to the Client in the final report for their use.

Client Services for Potable Water

Areas of Interest (AOI)

During this service, ASTERRA will survey the Area of Interest (AOI) to be determined by the client, contained to 450 Miles of mains and service pipes as outlined in the image below:



Once ASTERRA receives the full GIS pipe system information from the client, the pipe and total miles analyzed per delivery will be identified. Note: both main and service lines will be counted for total pipe length calculation.

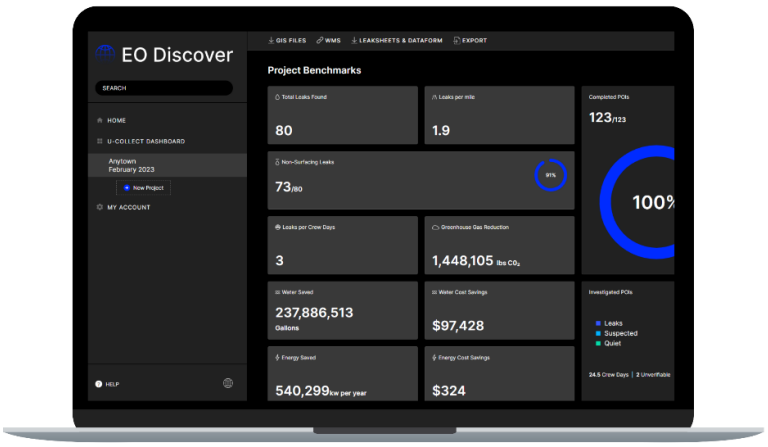
EO Discover

Subscription-Based Service Packages

ASTERRA's Recover solution and features are provided via a subscription to EO Discover with an option to select one of three district levels of service (Detect, Prevent or Advise). Each service level contains specific features designed to meet clients' current and future needs, with additional add-on services available.

Detect	Prevent	Advise
2 licenses: EO discover	**4 licenses:** EO discover	**6 licenses:** EO discover
Base line leak analysis	Base line leak analysis	Base line leak analysis
Leak Locations	Leak Locations	Leak Locations
U-collect/U-View Apps (2 licenses)	U-collect/U-View Apps (4 licenses)	U-collect/U-View Apps (6 licenses)
	Temporal and Spatial leak Analysis	**Enhanced** Temporal and Spatial leak Analysis
	Prioritized Leak locations for field investigation	Prioritized Leak locations for field investigation
		MasterPlan Pipe Deficiency Map
		ESRI ArcGIS Field Maps Compatibility
		Personal Success Manager

Always Included: Online support, customized success plan, best practices tutorials



Pricing (if only 1 image is required to cover system)

Area of interest (AOI) for analysis:

Potable Water lines: 450 miles

Option A: 1 year

	Prevent		Advise	
	QTY	Price	QTY	Price
Package	12 months	$65,000	12 months	$95,000
Subcontracted Acoustic Leak Detection Technician - BOTG (40 hours/ 5 Days)	25 Days	$50,000	50 Days	$100,000
Total	**$115,000**		**$195,000**	

Option B: 2 years

	Detect		Prevent		Advise	
	QTY	Price	QTY	Price	QTY	Price
Package	24 months	$80,000	24 months	$110,000	24 months	$170,000
Subcontracted Acoustic Leak Detection Technician - BOTG (40 hours/ 5 Days)	25 Days	$50,000	50 Days	$100,000	100 Days	$200,000
Total	**$130,000**		**$210,000**		**$370,000**	
Price Per Year	$65,000		$105,000		$185,000	

Option C: 3 years

	Detect		Prevent		Advise	
	QTY	Price	QTY	Price	QTY	Price
Package	36 months	$100,000	36 months	$150,000	36 months	$240,000
Subcontracted Acoustic Leak Detection Technician - BOTG (40 hours/ 5 Days)	35 Days	$70,000	70 Days	$140,000	120 Days	$240,000
Total	**$170,000**		**$290,000**		**$480,000**	
Price Per Year	$56,666		$96,666		$160,000	

Pricing (if only 2 images are required to cover system)

Area of interest (AOI) for analysis:

Potable Water lines: 450 miles

Option A: 1 year

	Prevent		Advise	
	QTY	Price	QTY	Price
Package	12 months	$90,000	12 months	$150,000
Subcontracted Acoustic Leak Detection Technician - BOTG (40 hours/ 5 Days)	25 Days	$50,000	50 Days	$100,000
Total	**$140,000**		**$250,000**	

Option B: 2 years

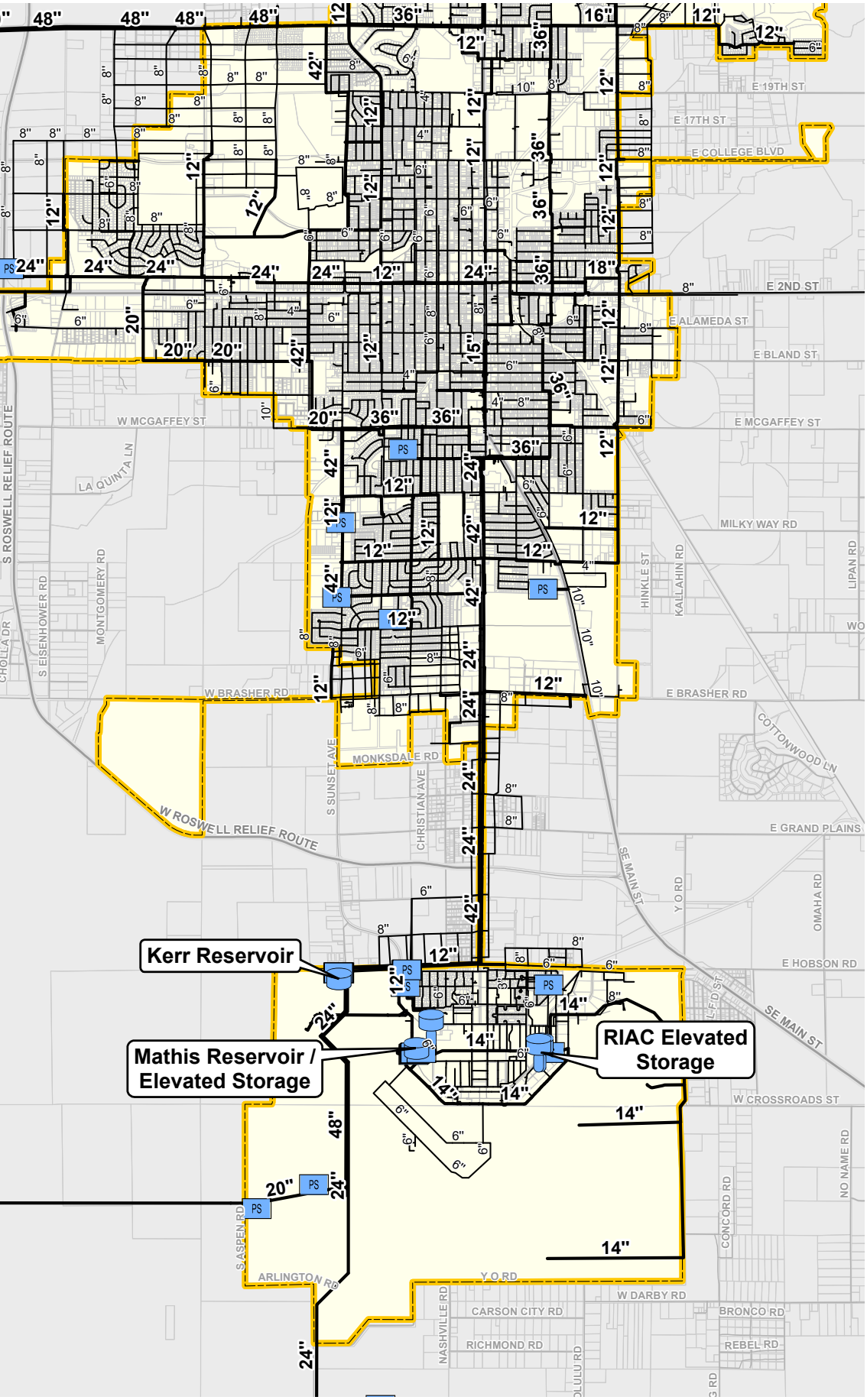
	Detect		Prevent		Advise	
	QTY	Price	QTY	Price	QTY	Price
Package	24 months	$115,000	24 months	$170,000	24 months	$270,000
Subcontracted Acoustic Leak Detection Technician - BOTG (40 hours/ 5 Days)	25 Days	$50,000	50 Days	$100,000	100 Days	$200,000
Total	**$165,000**		**$270,000**		**$470,000**	
Price Per Year	$82,500		$135,000		$235,000	

Option C: 3 years

	Detect		Prevent		Advise	
	QTY	Price	QTY	Price	QTY	Price
Package	36 months	$150,000	36 months	$225,000	36 months	$400,000
Subcontracted Acoustic Leak Detection Technician - BOTG (40 hours/ 5 Days)	35 Days	$70,000	70 Days	$140,000	120 Days	$240,000
Total	**$220,000**		**$365,000**		**$640,000**	
Price Per Year	$73,333		$121,666		$213,333	

Proposal is valid until: December 31st, 2024

Note: Once a package is selected, please contact ASTERRA sales team for terms of use and signature processing.



Mission

Innovative approaches
Practical results
Outstanding service

Vision

Be the firm of choice for clients and employees

Values

FREESE AND NICHOLS LEADS

- L — LEARN CONTINUOUSLY
- E — ENGAGE AS FAMILY
- A — ACT WITH INTEGRITY
- D — DELIVER QUALITY
- S — SERVE ALWAYS

FREESE AND NICHOLS

575-323-9472 | freese.com
500 North Church Street | Las Cruces, NM 88001



November 22
2024

ROSWELL
New Mexico

Request for Quote

2025 Water Utility Master Plan

City of Roswell

RFP-25-002 - On-Call Engineering Services

HDR

November 22, 2024

City of Roswell
Attn: Louis Najar, PE
PO Box 1838
Roswell, NM 88204

RE: Response to Request for Quotes/Proposals – 2025 Water Utility Master Plan per RFP-25-002 – On Call Engineering Services

Dear Mr. Najar,

We appreciate the opportunity to submit this quote for the City of Roswell's (City's) 2025 Water Utility Master Plan Project as a Task Order under the Engineering & Architectural Services On-Call Contract. We have assembled a local, New Mexico-based team with significant experience in water system hydraulic modeling and master planning in New Mexico and throughout the nation. Our quote is based on the Scope of Work outlined in the RFQ dated October 23, 2024.

As you are aware, HDR completed development of the City's water system hydraulic model and master plan in 2012 and has also completed subsequent updates to the hydraulic model as needed for the RAC Expansion Waterline Extension projects. We are very familiar with the City's hydraulic model and overall water system issues. Selecting HDR will allow the City to maintain the continuity of our previous work which will lead to greater project efficiency and minimize completion of re-work. We are confident in our ability to successfully deliver this project and look forward to continuing our positive working relationship with the City.

Sincerely,
HDR ENGINEERING, INC.

Aaron Meilleur, PE
Senior Vice President/Area Manager

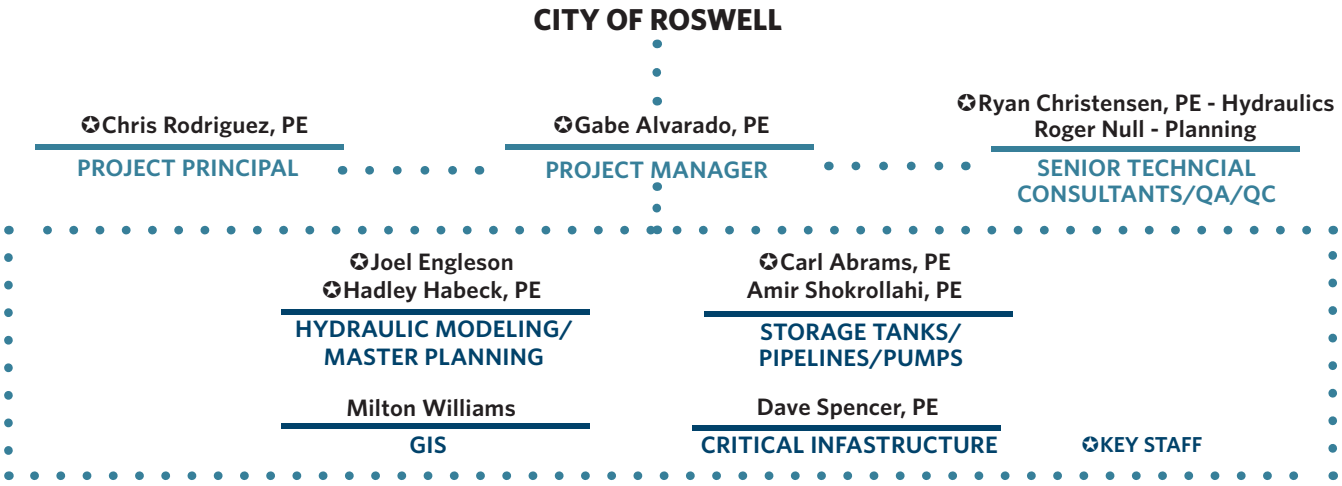
Gabriel Alvarado, PE
Project Manager

2155 Louisiana Blvd. NE, Ste. 3000, Albuquerque, New Mexico 87110-5483
T 505.830.5400 **F** 505.830.5454

QUALIFICATIONS

HDR has assembled an experienced project team with significant hydraulic modeling and master planning expertise including work on the City's previous Water System Master Plan. The team members identified in our organization chart (see below) have individually and personally committed to supporting this project if we are selected. **Principal-in-Charge, Chris Rodriguez, PE,** has worked in New Mexico for more than 29 years, managing contracts with clients and agencies throughout the state and including the City of Roswell. Along with Chris, **Senior Project Manager, Gabe Alvarado, PE,** has served as HDR's project manager for multiple water master planning projects and hydraulic modeling studies over the last 20 years and has developed a unique knowledge and understanding of the intricacies of hydraulic modeling and developing comprehensive master plans. **Chris and Gabe's effective management and communication skills and in-depth understanding of your project needs will allow HDR to deliver quality products and provide effective solutions to the City.** In addition to the individuals shown on our organization chart, our local staff has access to an interconnected "matrix" of technical resources across the country allowing us to engage subject matter experts in other locations when necessary.

Organizational Chart



Key Staff Bios



Chris Rodriguez, PE, NM No. 16239

Project Principal

Chris has 29 years of experience associated with water and wastewater systems, soil and groundwater remediation, landfill systems, site grading and surface hydrology, and regulatory compliance. He has served as HDR's project principal for many water and wastewater engineering projects across the state. He will assist Gabe to verify delivery of the project and will leverage his institutional knowledge of the City's water system and others throughout the state.



Gabe Alvarado, PE, NM No. 17297

Project Manager

Gabe has over 25 years of experience in the planning, analysis, and design of water distribution systems and wastewater collection systems including projects throughout New Mexico. As Project Manager, Gabe will leverage his hydraulic modeling and master planning expertise working with other municipalities to develop a thorough and comprehensive master plan for the City of Roswell. Gabe served as Project Manager for development of the City's previous Water System Hydraulic Model and Master Plan and has detailed knowledge of the City's model and overall water system.



Ryan Christensen, PE, AZ No. 41186

Senior Technical Consultant/QA/QC

Ryan has 21 years of experience in project management, planning, design, and construction management of water, wastewater and reclaimed projects. He has a wealth of experience overseeing quality control and providing oversight on the client's behalf. Ryan will serve as the QA/QC Lead for this project with an understanding of your standards and expectations, and will verify consistent procedures during the project.



Joel Engleson
Hydraulic Modeling/Master Planning

Joel has more than 18 years of experience in numerical and computational modeling, including more than 12 years of experience in utility management consulting services. His primary focus is hydraulic analysis and master planning of water, recycled water, and sewer systems. He specializes in using the latest modeling software technology to develop innovative solutions related to the operation, planning, and design of water distribution systems. He previously worked with Gabe on the City's water system hydraulic model and master plan in 2012.



Hadley Habeck, PE, AZ No. 80429
Hydraulic Modeling/Master Planning

Hadley is involved in the planning, design, and permitting of water and wastewater projects. She has worked on a variety of projects, including master planning, reservoir design, sewer mains, distribution design, and pump stations. Hadley is experienced in water modeling and design programs including AutoCAD, WaterGEMS, Innovyze, Flowmaster, and ArcMap.



Carl Abrams, PE, NM No. 13617
Storage Tanks/Pipelines/Pumps

Carl has 34 years of experience in the design and construction oversight of solid waste facilities, water and wastewater treatment and conveyance systems, assessment and remediation of water and soils, on-site septic systems, and site grading and development. He also has extensive experience with the preparation of contract documents, including plans, specifications, bid documents, and cost estimating. Carl has worked on multiple projects for the City including the RAC Expansion Waterline Extension Projects.

PREVIOUS EXPERIENCE OF WATER SYSTEM MASTER PLAN

HDR Engineering, Inc. (HDR) has been delivering professional engineering and architectural services to clients in New Mexico since 1985, and around the nation since 1917. We provide quality designs and creative solutions while assisting municipalities and local agencies improve public safety, health, and well-being. We are committed to providing the City of Roswell engineering design services for the 2025 Water Master Plan.

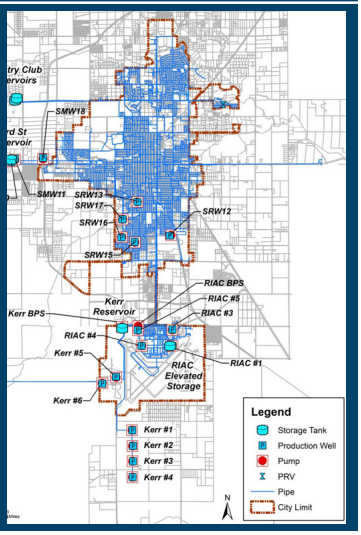
Proven Past Success

HDR has enjoyed working in partnership with the City for more than 20 years on a variety of water and wastewater projects. We have developed a positive working relationship with engineering, operations, and management staff and have worked collaboratively with City staff to complete planning, design, and construction projects successfully. Our extensive experience and knowledge of developing complex hydraulic models with multiple water sources will benefit the City in completing this project in a timely and cost-effective manner. HDR was the creator of the City's water system hydraulic model and developed the City's previous master plan in 2012 and are very familiar with the City's existing hydraulic model based on recent work we completed for the Roswell Air Center Expansion Waterline Extension projects. We have an experienced team, which includes many of the same staff that worked on the previous master plan project, as well as a proven approach to the master planning process that will allow us to hit the ground running.



City of Roswell Air Center Expansion Waterline Extension Project
2023-2024

City of Roswell Water Distribution System Hydraulic Model and Water System Master Plan
2011-2012



The table below illustrates many successful examples of HDR's New Mexico experience with water system hydraulic modeling and master planning projects having similar aspects to the City's 2025 Water Utility Master Plan project.

Project | Client	Planning / Hydraulic Modeling	Design	Construction	Small-diameter Distribution Waterline	Large-diameter Transmission Pipeline	Storage
Buckman Direct Diversion-San Juan Chama WTP | City of Santa Fe		●	●	●	●	●
Water System Master Plan | City of Roswell	●			●	●	●
Edgewood Waterline Replacement | City of Roswell		●	●	●	●	
RAC Expansion Waterline Extension Ph 1 & 2 | City of Roswell	●	●	●	●	●	●
Navajo Nation Municipal Pipeline-Farmington Reach | City of Farmington	●	●	●	●	●	●
Auburn Avenue Waterline | City of Farmington		●	●	●	●	
Hydraulic Model and Water System Master Plan | City of Farmington	●			●	●	●
Foothills Waterline | City of Farmington	●	●	●	●	●	
Sandstone-Murray Waterline | City of Farmington	●	●	●	●	●	
Utility (Water and Sewer) Improvements | Angel Fire Public Improvement District	●	●	●	●	●	●
Testing and Disinfection Plan | Navajo Engineering and Construction Authority	●		●		●	●
Water System Improvements Expansion | Town of Clayton	●	●	●	●		
Water System Improvements Expansion, Ph 1 & 2 | Town of Bernalillo	●	●	●	●		
Bonito Water Pipeline Transmission | USACE		●	●		●	●
South Valley Water Expansion | Bernalillo County	●	●	●	●	●	●
Effluent Reuse Phase 5A/5B | City of Carlsbad	●	●	●	●		●
Double Eagle Reservoir No. 3 Hydraulic Analysis and Reservoir Design | City of Carlsbad	●	●	●	●	●	●
Glorieta MDWCA Drinking Water System Improvements | Greater Glorieta MDWCA	●	●	●	●		●
San Juan Chama Drinking Water Project Transmission Pipeline No. 4 | City of Albuquerque	●	●	●		●	●
Montessa Park Waterline Extension | City of Albuquerque	●	●		●		
Valle de Oro Non-potable Waterline Extension | Albuquerque Bernalillo County Water Authority (ABCWUA)	●	●	●	●		
2nd Street Potable Waterline Replacement | ABCWUA		●	●		●	
Study Low Pressure Water Problem | Chugach Management Services, JV - Kirtland AFB	●			●	●	●
Water System Evaluation | Village of Logan	●			●	●	●
Harvest Gold Water System Improvements | San Juan County	●	●	●	●		●

In addition to transmission, supply, storage, and water master planning projects completed in NM, we're able to leverage HDR's experience in other geographies. The table below demonstrates our experience and expertise encompassing aspects of water, recycled water, and/or sewer master planning throughout the Southwest.

Project | Client	Project Type	Demand Flow Forecasting	Supply Assessment	Hydraulic Modeling	Capacity Analysis	Capital Improvement Program Development
City of Carlsbad, CA - Potable Water, Recycled Water, and Sewer Master Plan Updates	W/RW/S	●	●	●	●	●
Contra Costa Water District, 2021 Treated Water Master Plan	W	●	●	●	●	●
San Dieguito Water District, Water Master Plan and Water Capacity Fee Study	W	●		●	●	●
Sweetwater Authority, Water Distribution Master Plan and Urban Water Management Plan	W	●	●	●	●	●
West Basin Municipal Water District, Recycled Water Master Plan	RW	●	●	●	●	●
Vista Irrigation District, Distribution System Master Plan, Potable Water Master Plan Update	W	●	●	●	●	●
Olivenhain Municipal Water District	W/RW	●		●	●	●
Otay Water District, Water Facilities Master Plan Update	W/RW	●	●	●	●	●
Rainbow Municipal Water District, Distribution System Renewal Program	W	●	●	●	●	●
Eastern Municipal Water District, As-Needed Engineering Services	W/S	●		●	●	●
Rincon Del Diablo MWD, Drainage Master Plan and Capital Project Plan	W	●	●	●	●	●
Burbank Water & Power, Water Facility Condition Assessment and Asset Management Plan	W	●	●	●	●	●
City of Ventura, 2022 Water Master Plan Update	W	●	●	●	●	●
City of Peoria, Reclaimed Water Implementation Master Plan	W	●	●		●	●
Tucson Water, Integrated Water Master Plan	W			●	●	
City of Hillsboro, Water Master Plan	W	●	●	●	●	●

Legend: W = Water, RW = Recycled Water, S = Sewer



FEE ESTIMATE

Estimated Fee

HDR will provide the scope of services as outlined in the RFQ for a total fixed price fee, excluding New Mexico Gross Receipts Tax, as summarized below.

SCOPE OF SERVICES FEE ESTIMATE	
Task Description	**Estimated Fee**
Task 1: Data Collection and System Inventory	$32,864
Task 2: Model Development and Calibration	$48,398
Task 3: Current System Evaluation	$40,334
Task 4: Build-Out System Modeling	$34,828
Task 5: Cost Estimates and Improvement Phasing & Critical Needs	$24,875
Task 6: Water System Master Plan Report	$53,057
Total Scope of Services Cost (excluding NMGRT)	**$234,356**

ASSUMPTIONS/EXCLUSIONS

Our fee is based on the following assumptions and exclusions.

- HDR will attend a project kick-off meeting and four workshops with the City during the completion of the project. Project status updates will be provided in conjunction with the workshops and no other meetings will be required for the project. Meetings will be conducted via online meeting platform or telephone conference call.
- Modeling will be completed using the Bentley WaterGEMS hydraulic modeling software.
- The City will provide HDR with all updates to the water system since the hydraulic model was last updated in electronic format (AutoCAD or GIS shapefile).
- The City will provide HDR with water billing data in electronic format (MS Excel, MS Access, etc.). It is assumed the water billing data will include the number of gallons billed for each customer for each month and HDR will not be required to do extensive manipulation of the data or calculations to determine the water usage for each customer.
- All data necessary for hydraulic model validation will be provided to HDR by the City in electronic format (MS Excel, MS Access, etc.).
- All operational settings (i.e. pump controls, PRV settings, tank operating levels, well controls, etc.) required for the hydraulic model will be provided by the City.
- The City will provide HDR with SCADA and operating data for a 1-week period during the typical maximum month. Model validation will be completed to represent a high water usage condition.
- HDR will develop one diurnal consumption pattern for the EPS. Diurnal consumption patterns for varying customer types (i.e. residential, commercial, industrial, etc.) will not be developed.
- The EPS will only be developed for the existing model and will not be evaluated for future and/or build out conditions.
- All flow testing will be completed by the City. HDR will not be required to be present in the field when flow testing is conducted.
- HDR will complete comparisons of the model results vs. field data for up to ten (10) hydrant flow tests. If it is determined that additional flow tests and model comparisons must be conducted to achieve the level of validation required for the hydraulic model, the additional comparisons will be completed as an additional service.
- All Engineer's Opinion of Probable Construction Cost (EOPCC) developed by HDR will be based on unit prices for projects previously completed by the City available at the time of preparation. Due to the current market volatility, HDR will have no control of the accuracy from EOPCC's prepared to the actual construction bid prices received during bidding of projects at their time of implementation.

OPTIONAL TASKS

The scope of work outlined by the City has the appropriate tasks required to complete the project. However, while the hydraulic modeling and master planning will provide the City with a list of necessary improvements for the water system, the affordability of CIPs can often be an item that is overlooked. HDR's team can effectively address the range of utility financial issues that commonly arise following completion of a Master Planning effort (i.e., "How are we going to pay for these improvements and mitigate the impact on utility rates and customers?")

Based on our experience completing similar projects for other municipalities, an additional task the City may wish to consider is the completion of a utility rate study. HDR's team members have abundant experience in utility rate and fee studies and have performed these services for large and small municipalities and special district utilities.

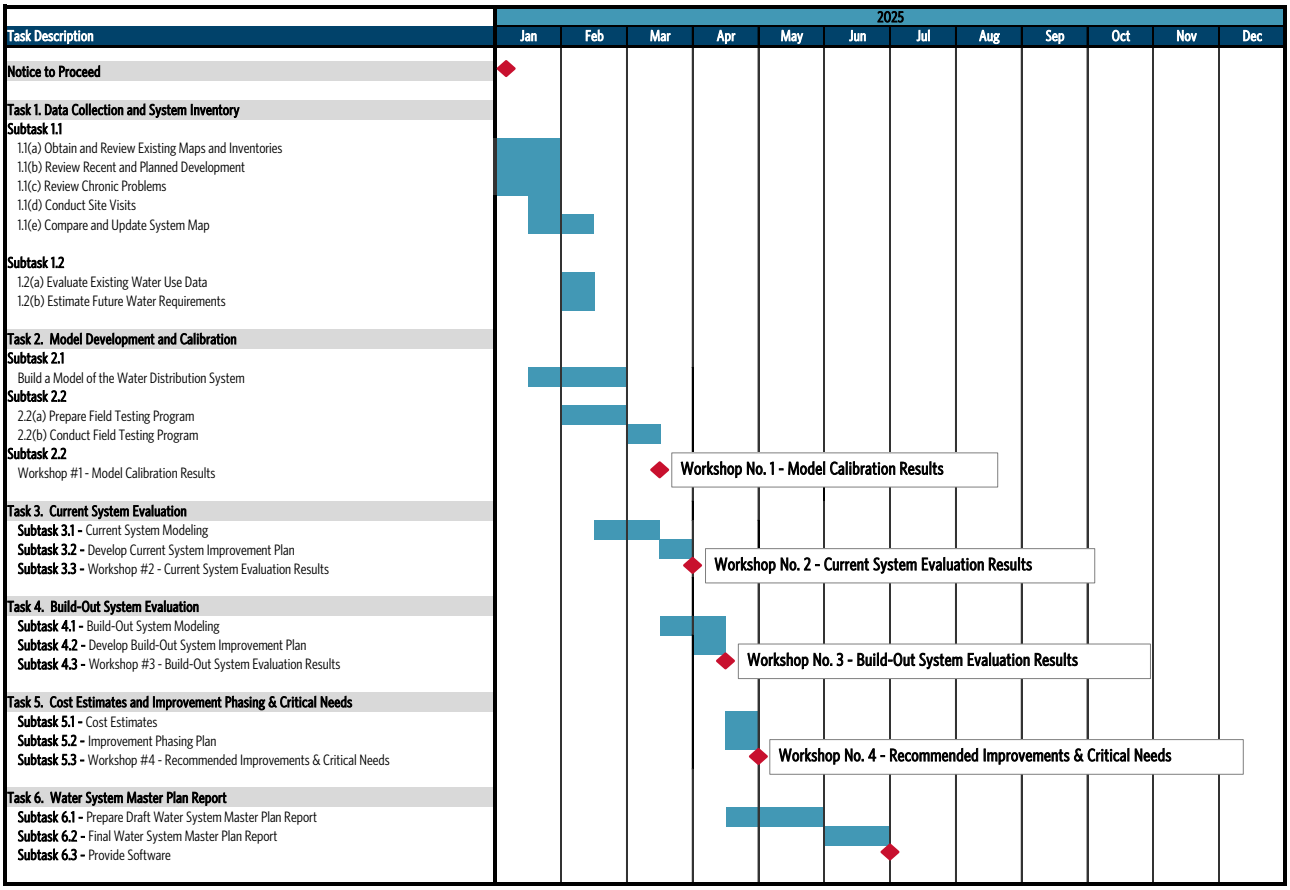
To provide the City the best value for its money, we propose to develop a detailed utility financial planning model that will allow the City to test a variety of "what-if" scenarios, whereby the City can change assumptions related to growth, the CIP, operational programs, and a variety of other planning, engineering, and financial variables—then predict the financial outcome of that scenario and its effect on utility rates. This is especially useful in testing the affordability of the CIP, allowing the user to turn new projects "on or off" in the model, change the costing with updated information, delay their funding, or look at cash vs. debt vs. fee-funding alternatives and their impact on affordability.

HDR's in-house Financial Services Group can develop an appropriate and equitable cost recovery rate for the City's customers including a financial plan and cost-of-service analysis by comparing starting cash balances, project revenues, and revenue requirements over the forecast period. The rate study will also encompass operating and maintenance costs as well as what's needed to support the long-term CIP. We will also formulate recommended adjustments to water rates to appropriately and equitably recover costs.

HDR will use generally accepted utility rate-making methodologies as described by American Water Works Association, Manual M1, which HDR's staff are a contributing author. Should the City wish for this task to be completed as part of the project, an additional supplemental service and fee will be negotiated with the City.

PROJECT SCHEDULE

Following the receipt of a written Notice to Proceed and after receiving all data requested from the City, we anticipate the required scope of work can be completed by June 30, 2025, as desired by the City. A preliminary project schedule is provided below. The final project schedule shall be determined and coordinated with the City following award of the project.



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Albuquerque, NM 87110
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hdrinc.com

We practice increased use of sustainable materials and reduction of material use.

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2025

WATER UTILITY MASTER PLAN

CITY OF ROSWELL
NOVEMBER 22, 2024

Bohannan Huston

Bohannan Huston
great people supporting great communities

7500 Jefferson Street NE
Albuquerque, NM 87109
505.823.1000
bhinc.com

November 22, 2024

Louis Najar, PE
P.O. Box 1838
Roswell, NM 88202

RE: 2025 Water Utility Master Plan

Dear Mr. Najar and Members of the Selection Committee,

Bohannan Huston, Inc., (BHI) is eager to support the City of Roswell's efforts to develop a Water Utility Master Plan (Master Plan). Most of us here at BHI are native New Mexicans and we all felt for the Roswell community after the 500-year storm flooded the entire city back in October. We understand the damage that storm caused, and we want to stand beside you as you re-build. Developing this Water Utility Master Plan will provide the City with insight into ways to do just that. The BHI team has been strategically assembled to bring a set of highly skilled water system engineering professionals to you who will diligently work to perform the tasks required to develop the new 2025 Master Plan. Below are some of the unique strengths BHI offers the City:

- ***Municipal Mindset:*** As a native New Mexican firm, BHI has a vested interest in improving our local communities and we have worked hard to form long-term, professional relationships with the many cities, towns, villages, and counties in the state. We have committed people and resources to become partners with New Mexico communities—places like Roswell—and to earn their trust by working with them through good times and hard times. Providing engineering services for municipalities like the City is a vital part of BHI's business.
- ***Master Planning Expertise:*** BHI uses the latest technologies for analyzing water supply and transmission systems. We understand that bad data in results in bad data out. To ensure the accuracy of our models, we incorporate record drawings and operations and maintenance manuals, visit with operational personnel, conduct site visits, verify equipment models and data in the field, and perform calibration tests. We use the modeling software that will best meet both the project's and the client's needs.

As a leading civil engineering, spatial data services, and advanced engineering technology company, we realize that our activities, and our services in general, play an important role in people's daily lives and can make a real contribution to creating long-term value to society at large. This Master Plan will put a plan in place to do just that!

We look forward to working with you on developing this important Master Plan. Please reach out if you have any questions regarding our proposal.

Sincerely,

Todd Burt, PE
Principal-in-Charge
tburt@bhinc.com

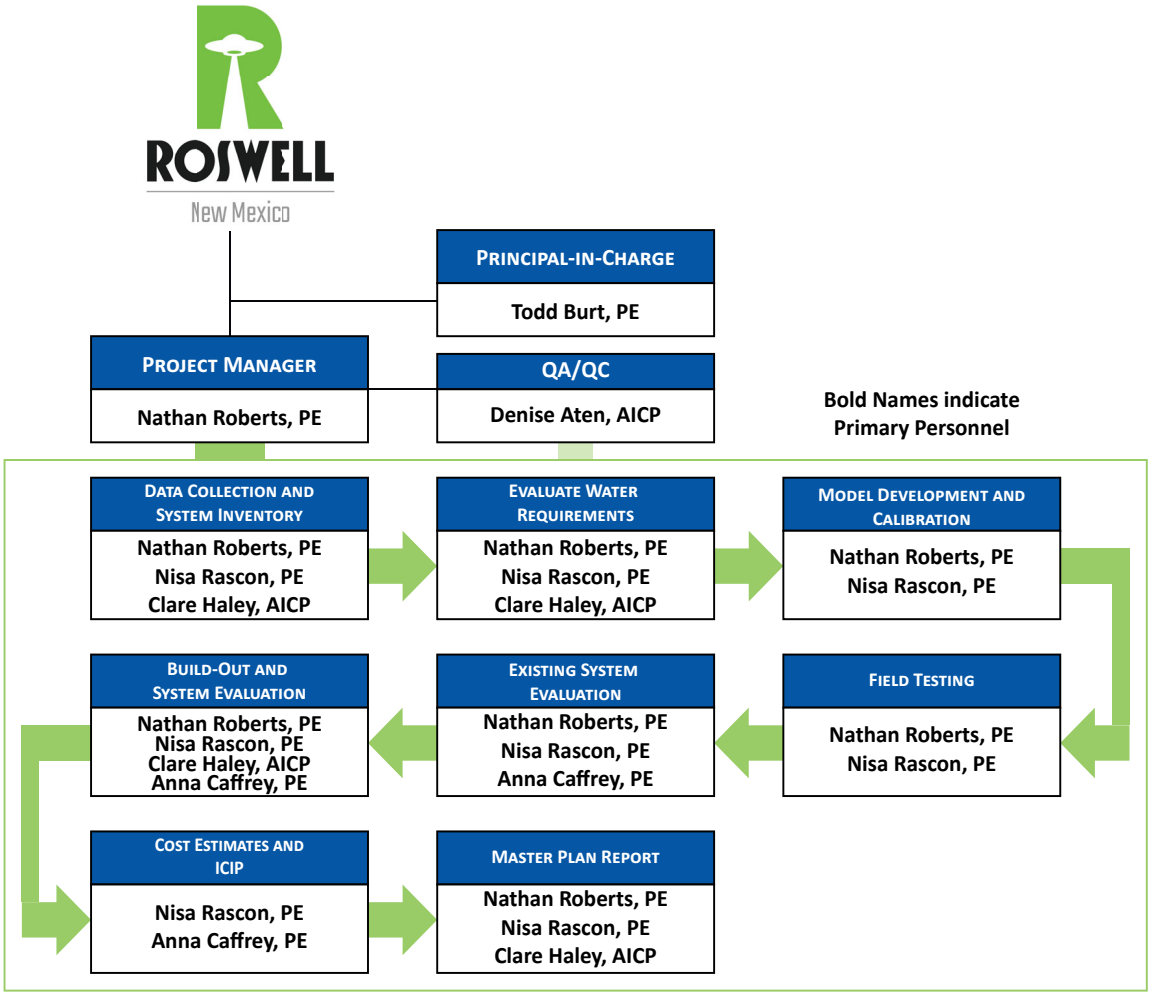
Nathan Roberts, PE
Project Manager
nroberts@bhinc.com

QUALIFICATIONS

Our team below stands ready to provide complete master planning services through a team of experienced professionals and technicians committed to the mutual success of this Master Plan. BHI's project management philosophy begins with an investment in a qualified team of experts with the skills and experience that matches the project requirements. Our work is about solving problems, turning challenges into solutions that fulfill the project requirements, and meeting or exceeding client expectations. Our staff have both the expertise and creativity to devise the right recommendations for this project.

KEY PERSONNEL

For the 2025 Water Utility Master Plan, BHI has compiled an in-house team that has completed similar projects and has a broad base of expertise across water systems. The following team will be led by Nathan Roberts, who is BHI's lead water system modeler and planner. Working under Todd Burt's oversight, Nathan will develop a plan for this master plan that will help the City calibrate your water model using the most recent information as the basis for identifying system deficiencies, solutions, and costs. Nathan will ensure the model demand is spatially accurate (using billing and production data) and collaborate with the City to understand plans for future development, community growth, and system expansion. This way the City will have a solid road map for maintaining your water system while planning for future growth over the next 20 years. Resumes for our primary team members (bold names in the organization chart below) are included on the following pages.





TODD BURT, PE | PRINCIPAL-IN-CHARGE

25 YEARS' EXPERIENCE | NM PE 16654
MS HYDROLOGY, BS ENVIRONMENTAL ENGINEERING

Todd Burt is a BHI Senior Vice President and is the leader of the water and wastewater systems group. He has been involved in many aspects of civil engineering and environmental issues throughout his career. He has a broad perspective that allows him to evaluate and solve potential project issues. His experience is particularly strong in pipeline design, pump station design, and water treatment. He has extensive experience evaluating water systems and providing design guidance and oversight, as well as providing quality review, for numerous pipeline and pump station projects and successfully coordinating with contractors and agencies on complex projects.

Todd's proficiency in hydraulics allows him to understand system operations and provide input to the modeling stages of a project or master plan. This knowledge and intuition allow him to effectively serve in an active role on modeling and master planning projects for which he serves as Principal-in-Charge.

Todd maintains close contact with clients and oftentimes acts as the primary contact for the variety of projects his group works on. He also takes a hands-on approach to being a key part of the team but allows his project managers and engineers to run projects and to work with clients. He expects them to produce quality work on every project. Todd can allocate resources and can resolve issues as they arise on a project. His strong technical background allows him to lead the group and to provide mentorship to all who work with him.

Project Experience:

- Rio Rancho Water System Master Plan: City of Rio Rancho
- Mesa del Sol Utility Plan: SC3 International
- Master Meters Design: City of Santa Fe
- Metropolitan Detention Center (MDC) Water and Sewer Improvements: Albuquerque Bernalillo County Water Utility Authority
- Hydraulic Modeling and System Planning: City of Rio Rancho
- Arroyo del Oso NP Flow Meter Vault: Albuquerque Bernalillo County Water Utility Authority
- Hyde Park Estates Water Distribution: Santa Fe County
- Volcano Cliffs Arsenic Treatment Facility and Pump Station Upgrades: CDM Smith
- AWIA Risk Assessment and ERP: Los Alamos County
- Master Meter Vault Project: City of Santa Fe
- Water distribution System Hydraulic Model: City of Aspen
- Entranosa 60-in Waterline Design Along Frost Road: Roger Cox and Associates
- Water Model Development: City of Greeley
- Asset Management Plan: City of Moriarty
- Hydraulic Profile Updates: Albuquerque Bernalillo County Water Utility Authority
- Model Calibration/Validation: City of Santa Fe
- Resiliency Vulnerability Assessment of Critical Facilities – Water Infrastructure: City of Rio Rancho
- Infrastructure Build Out Plan/Capital Improvement Plan: Santa Fe County
- Pojoaque Basin Regional Water System (PBRWS) Design/Build Project: CDM Smith
- Entranosa Water System: Entranosa Water/Wastewater Coop
- S-1 Southwest Tank Supply Pipeline: City of Santa Fe



NATHAN ROBERTS, PE | PROJECT MANAGER

15 YEARS' EXPERIENCE | NM PE 21847
BS CIVIL ENGINEERING

Nathan Roberts is a BHI Vice President who loves working in the water sector. His expertise includes hydraulic modeling, master planning, design, and construction services. He uses his experience to quickly identify key issues to better understand the big picture and then to develop and coordinate the details with his clients to meet their specific objectives. Nathan's hydraulic modeling experience allows him to efficiently assess the condition of the system and analyze various options to solve problems. This can be identifying a new transmission line alignment to avoid culturally sensitive areas, simplifying booster station operations to make the system more efficient, or strategically placing new storage to optimize water age or pump cycling to balance capital and non-capital improvements.

His big picture understanding, along with his familiarity with hydraulic systems, allows him to communicate clearly with his clients, as well as with other stakeholders and team members. Nathan enjoys bringing things from the digital world into the real world and tangibly solving problems with contractors and understanding how to practically get things built. Additionally, he is skilled in multiple software platforms, including GIS, FME, AutoCAD, and Microsoft, which help streamline processes to better serve BHI clients.

Project Experience:

- Rio Rancho Water System Master Plan: City of Rio Rancho
- Mesa del Sol Utility Plan: SC3 International
- North Non-Potable System Supply Evaluation and Design: Albuquerque Bernalillo County Water Utility Authority
- Master Meters Design: City of Santa Fe
- Metropolitan Detention Center (MDC) Water and Sewer Improvements: Albuquerque Bernalillo County Water Utility Authority
- Hydraulic Modeling and System Planning: City of Rio Rancho
- Future Paa-Ko Conditions Analysis Alternatives: Entranosa Water/Wastewater Coop
- Arroyo del Oso NP Flow Meter Vault: Albuquerque Bernalillo County Water Utility Authority
- Hyde Park Estates Water Distribution: Santa Fe County
- Volcano Cliffs Arsenic Treatment Facility and Pump Station Upgrades: CDM Smith
- AWIA Risk Assessment and ERP: Los Alamos County
- Master Meter Vault Project: City of Santa Fe
- Water distribution System Hydraulic Model: City of Aspen
- Entranosa 60-in Waterline Design Along Frost Road: Roger Cox and Associates
- Water Model Development: City of Greeley
- Asset Management Plan: City of Moriarty
- Hydraulic Profile Updates: Albuquerque Bernalillo County Water Utility Authority
- Model Calibration/Validation: City of Santa Fe
- Resiliency Vulnerability Assessment of Critical Facilities – Water Infrastructure: City of Rio Rancho
- Infrastructure Build Out Plan/Capital Improvement Plan: Santa Fe County
- Pojoaque Basin Regional Water System (PBRWS) Design/Build Project: CDM Smith
- Entranosa Water System: Entranosa Water/Wastewater Coop
- S-1 Southwest Tank Supply Pipeline: City of Santa Fe
- Water Quality Hydraulic Model and Study: Denver Water
- Sunset Hills Water System Preliminary Engineer Report: Pueblo of Isleta
- Water Master Plan, Model Optimization, and Water Model Update: City of Scottsdale



NISA RASCON, PE | WATER SYSTEMS ENGINEER

7 YEARS' EXPERIENCE | PE NM 26790
BS ENVIRONMENTAL ENGINEERING

Nisa Rascon has experience in water and wastewater system modeling, analysis, and design. She knows how to model complex systems with extensive hydraulic components, balancing them to ensure system functionality and reliability. By focusing on the main hydraulic boundary conditions of a system (such as elevations, piping, pumping, and storage needs), she can optimize solutions that provide adequate system flows and pressures for the present and future conditions.

A couple ways Nisa does this is by ensuring the existing and proposed infrastructure will function properly based on the hydraulic grade, considering system elevations and friction losses through pipe specific to materials and flowrates. She also identifies and incorporates other unique system features that need to be considered for system success, such as user types (commercial, industrial, correctional facilities, etc.) and network connectivity. Additional important components in her analysis include water age to ensure that the water in the system is not susceptible to water quality concerns when reaching customers by providing recommendations to optimize system operation and design for the projected water demands.

Nisa also understands the challenges projects face and has firsthand experience with and knowledge of keeping facilities in operation during improvements, avoiding disrupting processes and maintaining quality requirements. Nisa has worked with clients to prepare reports for justification of funding and to evaluate alternatives to ultimately provide sound recommendations to her clients. She is a valued asset on any project!

Project Experience:

- Wastewater System and Wastewater Treatment Plant Assessment: Village of Fort Sumner
- Metropolitan Detention Center (MDC) Water and Sewer Improvements: Albuquerque Bernalillo County Water Utility Authority
- Water Transport System to Eastern Reservation Area Preliminary Engineering Reports: Pueblo of Laguna
- Reservoir #1 Upgrades: City of Aztec
- Hydraulic Modeling and System Planning: City of Rio Rancho
- Duran Water System Preliminary Engineering Report: Torrance County
- Wastewater Treatment Plant Upgrades: Village of Fort Sumner
- Entranosa 16-inch Waterline Design Along Frost Road: Roger Cox and Associates
- Tesuque and Bishops Lodge Water Tanks: Santa Fe County
- Mesa del Sol Lift Station and Force Main Improvements Design Analysis Report: SC3 International
- Mesa del Sol Public Work Order Infrastructure packages A-B (Water Infrastructure): SC3 International
- Pojoaque Basin Regional Water System (PBRWS) Design/Build Project: CDM Smith



ANNA CAFFREY, PE | QA/QC

21 YEARS' EXPERIENCE | NM PE 18095, CERTIFIED FLOODPLAIN MANAGER NM-05-00145 | BS CIVIL ENGINEERING

Anna Caffrey is an agile engineer who maximizes the efficiencies of design and analysis tools. She has extensive experience in the design of water transmission systems. She provides analysis and design services for large- and small-diameter pipelines as well as other system components. Anna is responsible for leading teams to develop alignments and profiles for pipelines, including horizontal and vertical layouts of the pipeline geometry. She knows how to collect information to obtain a good understanding of existing site conditions, as well as review existing utility information and develop utility potholing plans to define field information critical to the development of plans. Anna's experience also includes closely coordinating with contractors to confirm improvements are built according to plans.

Project Experience:

- 30th St. and Paseo del Volcan Transmission Line: City of Rio Rancho
- 35th Ave. Waterline: City of Rio Rancho
- Corrales Wells 2 and 3: CDM Smith
- Rio Grande/Candelaria Water Line: Albuquerque Bernalillo County Water Utility Authority
- Buckman Arsenic Evaluation: CDM Smith
- Buckman Direct Diversion (BDD) Pipeline Design/Build Project: Jacobs
- Buckman Parallel Line: City of Santa Fe
- Carnuel Water System Improvements: Albuquerque Bernalillo County Water Utility Authority
- City Center Booster Station: City of Rio Rancho
- College Mesa Water Treatment Plant Auxiliary Finished Water Storage Tank: City of Durango
- Cordero Mesa Reach 2 Waterline: Bernalillo County
- Corrales Trunk Sequencing Plan and Master Plan Completion: Price Land and Development Group, Inc.
- Country Club Dr. Reconstruction and Water Line Replacement: City of Rio Rancho
- Effluent Reuse Waterline, Ph. 1B: City of Clovis
- Apache Graben Water Project: Laguna Development Corporation
- Enchanted Hills Tank 12W: City of Rio Rancho
- Waterline Replacement Design/Build Project: Kirtland Air Force Base
- North Canal St. Water Line: City of Carlsbad
- CBI Potable Waterline Replacement: Public Service Company of New Mexico
- River Diversion Pipeline to San Juan Generating Station: Public Service Company of New Mexico
- Pojoaque Basin Regional Water System (PBRWS) Design/Build Project: CDM Smith
- Reservoir No. 12W: City of Rio Rancho
- S-1 Southwest Tank Supply Pipeline: City of Santa Fe
- San Juan Chama Water Transmission Pipeline #3: Albuquerque Bernalillo County Water Utility Authority
- Vacuum Station 63 Rehab Design: Albuquerque Bernalillo County Water Utility Authority
- Westside Water System Improvements: Pueblo of Isleta



DENISE ATEN, AICP | PLANNER

30+ YEARS' EXPERIENCE | AICP 023292
MS ENV. PLANNING, BA MATHEMATICS & ECONOMICS

Denise Aten has gained invaluable experience in implementing a variety of infrastructure planning projects for numerous rural and larger communities throughout New Mexico. She brings experience with state and federal agencies and their regulatory requirements, as well as the complexities of NEPA. She also brings extensive experience in leading public involvement activities, coordinating with multiple agencies and stakeholder groups. Denise has direct experience with implementing equitable and diverse outreach programs built from her experience with bi-national, multi-lingual, and multi-cultural initiatives.

Denise was a key team member for Santa Fe County's Infrastructure Build Out Plan/Capital Improvement Plan. On this project, she was responsible for client management, analysis of infrastructure needs, and supporting the development of the capital improvement plan. She also was responsible for applying current planning studies and associated assumptions to define the infrastructure required to support new development through the year 2040. Infrastructure types analyzed included future water, wastewater, roadways, parks and open space, along with the provision of public services. A prioritization plan for implementation was a critical part of the final product.

Project Experience:

- Regional UFO Skate Complex: City of Roswell
- Bike-Ped Master Plan: City of Rio Rancho
- Main Street Wayfinding Signage Design: City of Roswell
- Infrastructure Build Out Plan/Capital Improvement Plan: City of Santa Fe
- Acequia Trail Crossing: City of Santa Fe
- Acequia Train Underpass at St. Francis Drive: The Louis Berger Group
- NMDOT Cerrillos Road Pedestrian Study: NMDOT
- Capital Improvements Program (CIP)/Impact Fees Study: Santa Fe County
- Comprehensive and Asset Management Plans: Grant County
- Design and Construction Standards Update: Los Alamos County
- Land Development Standards: City of Gallup
- Santa Fe River Trail connections and Improvements: The Louis Berger Group, Inc.

EXPERIENCE

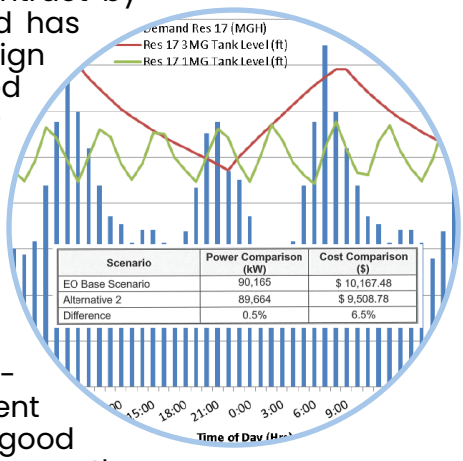
Founded in 1959, BHI is a leading multidisciplinary planning, engineering, spatial data, and advanced technologies firm serving the municipal infrastructure needs of communities throughout New Mexico. Celebrating 65 years of successful service, BHI has grown into a nationally recognized service provider in the areas of civil and structural engineering, traffic and transportation engineering, planning, land surveying, GIS, aerial mapping (photogrammetry and LiDAR), water resources, and utility engineering. Our breadth of collaborative expertise enables us to see project solutions from concept through completion. We have developed a staff of professionals, currently more than 240 strong, within a diverse company structure that allows us to provide our clients with a full range of integrated services. Our firm's management philosophy embraces continuous quality improvement initiatives, direct owner involvement, dedication of resources, principal-level leadership of each primary discipline, team-driven services, and direct client-staff communications.

EXPERIENCE WITH PROJECTS OF SIMILAR SCOPE

The following represents our team's experience performing projects with similar scopes.

ON-CALL AND WATER SYSTEM MASTER PLAN | CITY OF RIO RANCHO

BHI was awarded a Water Systems On-Call contract by the City of Rio Rancho nearly 20 years ago and has been conducting water system planning and design activities for Rio Rancho ever since. BHI developed plans that prioritized system upgrade improvements to satisfy the short-term and long-term service requirements. BHI has continuously updated and maintained the City's hydraulic water model, which we use to analyze changes to system operations, to analyze impacts of proposed development, and for master planning purposes. BHI has completed several master plans for the City over the course of 15 years, evaluating various specific aspects of the City's current and future water system. As a result of being a good steward of the City's hydraulic model, BHI has recently been selected to complete the City's latest Water System Master Plan which was kicked off with the City in July 2024. This continues the strong partnership between BHI and the City.



Scenario	Power Comparison (kW)	Cost Comparison ($)
EO Base Scenario	90,165	$ 10,167.48
Alternative 2	89,664	$ 9,508.78
Difference	0.5%	6.5%

The following are some of plans we have completed:

Existing Water System Evaluation: BHI was selected to prepare and then validate a water system model that represents the City's current water system. BHI completed the Existing Water System Evaluation, which specifically discussed in detail the work effort and steps involved in developing a validated water system model and the subsequent evaluation of the existing water system performance.

Water Age and Electrical Optimization: BHI conducted a water quality (WQ) analysis of the Rio Rancho water system and an electrical optimization (EO) analysis. The WQ analysis identified locations where water age may present potential concerns and evaluated modifications to system operations to mitigate water quality issues associated with aged water. The EO analysis identified the potential for electrical cost savings by operating pumps during off-peak electric usage hours.

Ultimate Water System Evaluation: Upon completion of the preceding task, BHI was asked to expand the study to include an evaluation of system infrastructure requirements, including new supply sources to support ultimate development of the City to the current city limits. The Existing Water System evaluation considered

generally existing development and used water billing related data as a means of generating spatially accurate system demands. The Ultimate System Water Model addressed water use for future development in terms of use per acre by land use type. This report discussed a very detailed investigation of current system demand by customer land use type, performed by BHI, which resulted in approved water use per acre by land use category. This report also contained a determination of those lands for which water has been committed through various agreements by the City, an estimate of full development water needs, and finally an evaluation of infrastructure required to serve those needs. In addition to identifying the infrastructure requirements, the evaluation provided the location and quantity of additional supply sources needed to satisfy projected peak water use needs.

The most critical water-related boundary condition identified in the evaluation of the ultimate system status and performance is that of supply needed for the City's future customers. This required accurately projecting buildout demands based on the approved water use values and patterns by land use category for vacant and redevelopment parcels within the service area boundary. Additionally, analyzing the likelihood and consequence of a failure helped prioritize the phasing of recommended projects out into the future.

Miscellaneous Model Uses: As a result of maintaining the City hydraulic model, BHI has had the privilege of using it to evaluate regional master plans such as Los Diamantes and Unit 10, as well as countless water availability studies for developments through the system, such as Paseo 550, Moccasin Ridge, and Cuesta al Este. BHI also pioneered using a hydraulic model for ISO audits, allowing municipalities to use a hydraulic model as part of ISO rating rather than requiring fire hydrants to be exercised and tens of thousands of gallons wasted.

NORTH NON-POTABLE WATER SYSTEM ANALYSIS | ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY

As part of BHI's on-call agreement with the Albuquerque Bernalillo County Water Utility Authority (Water Authority), the Water Authority tasked BHI with reviewing and updating its non-potable hydraulic model and using it to analyze multiple supply scenarios to identify capital improvements to create more redundancy within the system.

The system is typically fed with San Juan Chama Water from the Rio Grande. However, depending on the flows in the Rio Grande, supply to the non-potable system may not be available. To supplement supply, the Water Authority plumbed a couple high arsenic wells into the non-potable system, but these wells are only sufficient to provide redundancy to portions of the system.

BHI updated the model demands based on billing data and spatially associated the demands from meter points to model junctions. BHI also updated diurnal patterns and control points to accurately reflect system operations while working closely with Water Authority staff.



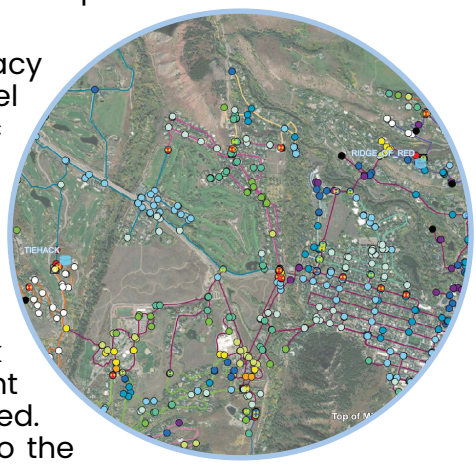
BHI analyzed plumbing more high arsenic wells into the non-potable system and implementing flow control valves at key facilities to allow supply to drop from one pressure zone to a lower pressure zone.

BHI determined flow control valve sizing and flowrates so this system is not dependent on San Juan Chama water to meet customer demand. Additionally, the proposed solution for interconnecting non-potable wells into the system was strategically placed to minimize pipeline length while leveraging the existing well pumps to operate near their original design point.

These improvements are actively being implemented, and BHI is providing construction support.

MODEL DEVELOPMENT, MISCELLANEOUS SYSTEM OPERATIONS AND WATER AVAILABILITY REQUESTS | CITY OF ASPEN

The City of Aspen's water distribution system provides retail service to a population of roughly 7,000 people with four wholesale customers. This unique water distribution system has 15 pumping stations, 22 pressure zones, and 150 miles of pipeline. During an average day, the water treatment plant produces 18 MGD.



BHI was selected in April 2018 to update a legacy water distribution system (WDS) hydraulic model for the City of Aspen. The new WDS hydraulic model was developed in InfoWater software, using GIS elements from the legacy model, facilities data from as-builts, map books, previous master plans and studies, and data gathered from site visits and workshops. Physical topology was expounded upon, elevations updated, valve control settings established, tank levels and controls entered, pump design point curves created, and customer meters geolocated. A single average day demand was allocated to the model based on monthly meter sales. From this scenario, peaking factors and patterns were used to drive all demand variations.

With completion of the hydraulic model, BHI has had the privilege to continue assisting the City with system analyses for new infrastructure performance and recommended improvements. This includes:

- **Lumber Yard Development Water Modeling Analysis** was completed analyzing a new multi-use, multistory facility near the airport. BHI analysis included operational adjustments projecting tank storage levels critical to serving the new development without adversely impacting the level of service to existing customers.
- **Reds Analysis** included three elements related to the operations of the Upper, Lower, and West Reds facilities in the northwest portion of the service area. The analyses included verifying the pipe diameter proposed in Red Mountain Road, calculating the generator sizing requirements at West Reds, and consolidating the Lower Reds Pressure Zone into the West Reds Pressure Zone, along with the capital projects and phasing that would be required.
- **Willoughby Way Analysis** reviewed the City's ability to realign the 16-inch waterline transferring supply to the West Reds Facility Site. It also reviewed the check valve operations within Willoughby Way to send water west to east within the Gravity Zone toward Rubey Pump Station and Rubey Pump Station's ability to serve West Reds.
- **Aspen Ski Company Analysis** evaluated snow-making operations and the impacts to the existing system supply availability and facility operations, particularly at the Little Nell Pump Stations and the Highlands Tank and PRV.
- **Tiehack Valve Vault Review and Design** included a review of another engineer's valve vault design configuration and future operations. The Tiehack Tank is typically served from the Thomas Valve along Hwy 82, and the Tiehack Facility is the main supply to the Buttermilk district and sets the hydraulic grade line for sending water east to the airport. BHI reviewed the original design and provided an alternative concept accepted by the City. BHI was then tasked with the design on the new configuration which has since been constructed.

BHI continues to serve as a water system hydraulic modeling expert for this community. The City considers BHI a key partner in evaluating and providing recommendations to improve it water system performance.

WATER UTILITY MASTER PLAN OUTLINE AS DETAILED IN THE RPF

TASK 1: DATA COLLECTION AND SYSTEM INVENTORY

- » Acquisition of Existing System Data
  - › Obtain and review existing maps and inventories
  - › Review recent and planned development
  - › Review chronic problems
  - › Conduct site visits
  - › Compare and update system map
- » Evaluate Water Requirements
  - › Evaluate Existing Water Use Data
  - › Estimate Future Water Requirements

TASK 2: MODEL DEVELOPMENT AND CALIBRATION

- » Build a model of the water distribution system
- » Field Testing Program
  - › Prepare field testing program
  - › Conduct field testing program
- » Workshop #1 with Model Calibration Results

TASK 3: CURRENT SYSTEM EVALUATION

- » Current System Modeling
  - › Water supply facilities
  - › Service levels
  - › Distribution system components
  - › Pumping and storage
  - › Fire hydrant/fire flow assessment
  - › Emergency connections
  - › Water quality issues
- » Develop Current System Improvement Plan
- » Workshop #2 with Current System Analysis

TASK 4: BUILD-OUT SYSTEM MODELING

- » Build-Out System Modeling
- » Develop Build-Out System Improvement Plan
- » Workshop #3 with Build-Out System Evaluation Results

TASK 5: COST ESTIMATES & IMPROVEMENTS PHASING & CRITICAL NEEDS

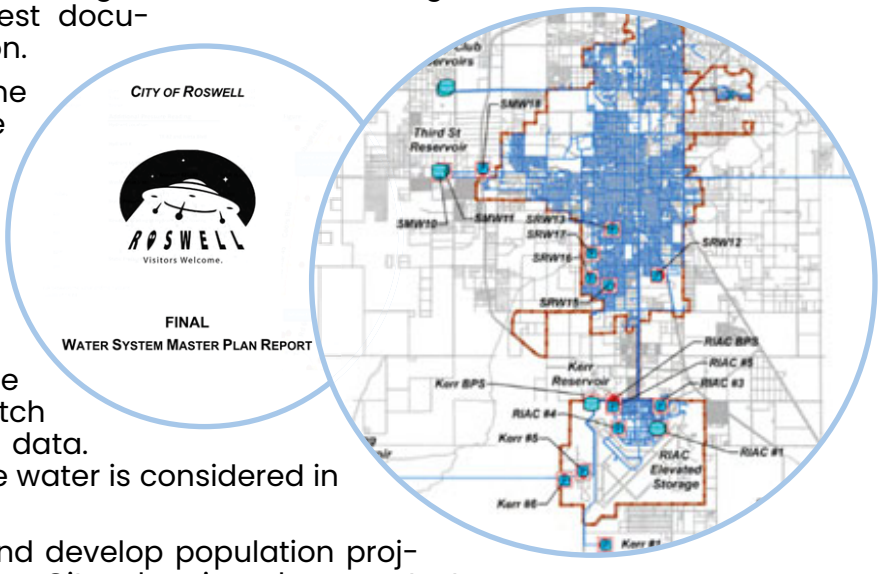
- » Cost Estimates
- » Improvement Phasing Plan
- » Workshop #4 with Recommended Improvements & Critical Needs

TASK 6: WATER UTILITY MASTER PLAN REPORT

- » Prepare Draft Water Utility Master Plan Report
- » Final Water Utility Master Plan Report

TASK 1:
DATA COLLECTION AND SYSTEM INVENTORY

BHI will review and request information provided by the City. Documents anticipated to be examined include the existing model, GIS Mapping and mapbooks, previous master plans, record drawings, billing information, fire hydrant data, and potential field tests during the initial stages of this phase. BHI will keep a log of the data requests and documents received. BHI will prioritize regular communication with the City's Project Manager, who will facilitate gathering the data request documents and information.



To illustrate how some information will be incorporated into the model, BHI anticipates using the billing data to spatially allocate system demands to model junctions and then scaling these demands to match reported production data. This was non-revenue water is considered in the model results.

BHI will also review and develop population projects and review other City planning documents to understand the planned growth of the community. This will help determine future flows and redevelopment areas which could impact existing infrastructure. As noted in the RFP the timelines will include years 2025, 2030, 2040, and buildout. BHI will compare the previous model infrastructure against the latest readily available aerial imagery to determine where new development has already occurred since the last model updates and add the new infrastructure to the model using record drawings.

BHI will also request documentation on line breaks and boil alerts to help determine areas of concerns as well as meet with Roswell to understand where existing trouble spots are to make sure the model reflects the field conditions.

BHI will summarize the documents received and modifications made in a brief technical memorandum (TM), which will document data and how it was processed as it will be the basis of the model. This TM is anticipated to be a chapter in the final Master Plan.

BHI will also complete a site visit to verify all data needs are identified up front to more efficiently complete the infrastructure assessment and identify improvements.

Deliverables:

- Data request log
- Final technical memorandum

TASK 2:
MODEL DEVELOPMENT AND CALIBRATION

The data provided in Task 1 will be the basis of the hydraulic model. BHI anticipates the model will be loaded using Thiessen polygons incorporating meter points surrounding a model junction.

Under this task, BHI will:

Review all hydraulic model pipes, tanks, reservoirs, and valves and ensure parameters accurately represent existing equivalent GIS layers.

Ensure meter-to-junction assignment is spatially accurate for each pressure zone.

- BHI will complete this by associating GIS meter points with billing data, then generating Thiessen polygon per pressure zone and assigning all meter points with their billing data to the junction associated with the Thiessen polygon so the model demand is spatially correct.
- BHI will then scale the demands up to the production data volume to account for any non-revenue water not being accounted for.

Ensure appropriate diurnal patterns for demand are used for at least peak day demand, winter demand, and average day.

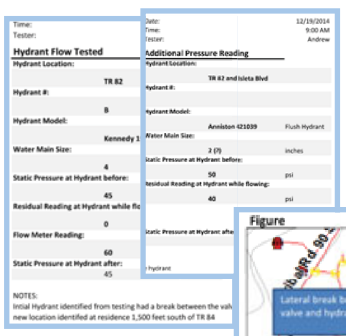
Review pipe and junction placement within the model to ensure water network is spatially represented in an accurate manner across the entire city.

BHI will compare the model output to the fire hydrant data provided by the City. By comparing hydrant pressure and flow data to model output data BHI and the City will be able to determine how representative the model is to field conditions. Where large discrepancies are noted, BHI will identify primary and secondary hydrants to develop a field testing program to document static pressures, residual pressures, and flowrates. BHI will also document tank levels and other system set points to recreate field conditions in the model. Additionally, BHI will discuss with the City how hydrant water will be discharged: Will it be acceptable to discharge straight on the ground or into a water truck?

As part of this field testing program, BHI will create data sheets to take into the field to document the site conditions which can then be incorporated into a summary document detailing the field testing program and results.

By obtaining this field information BHI will be able to verify pipe diameters and possibly help identify closed valves.

BHI staff will document the results of this modeling analysis and improvements in a draft technical memorandum and later incorporate in final form into the Report. BHI will hold a workshop with the City to present the findings in a PowerPoint format.


Hydrant Flow Tested

Hydrant Location: TR 82

Hydrant #: 9

Hydrant Model: Kennedy 1

Water Main Size: 4

Static Pressure at Hydrant before: 45

Residual Reading at Hydrant while flo: 0

Flow Meter Reading: 60

Static Pressure at Hydrant after: 45

NOTES: Initial Hydrant identified from testing had a break between the valv... new location identified at residence 1,500 feet south of TR 84

Additional Pressure Reading

Hydrant Location: TR 82 and Isleta Blvd

Hydrant #:

Hydrant Model: Anniston 421039 Flush Hydrant

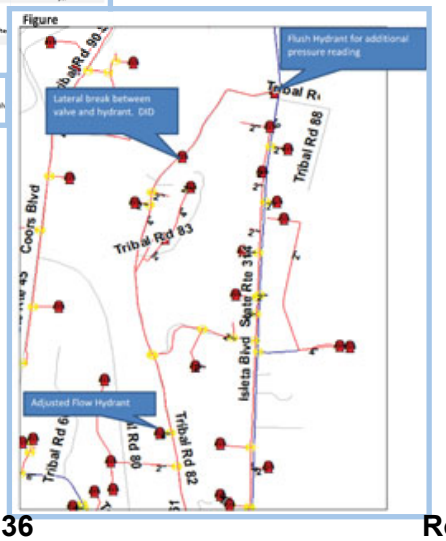
Water Main Size: 2 (?) inches

Static Pressure at Hydrant before: 50 psi

Residual Reading at Hydrant while flowing: 40 psi

Static Pressure at Hydrant after: ...

Hydrant



Deliverables:

- Draft technical memorandum
- Workshop, including PowerPoint Presentation
- Review meeting minutes
- Final technical memorandum

TASK 3:
CURRENT SYSTEM EVALUATION

Prior to any analysis, BHI will review design, utilization, operation, and reliability criteria (e.g., dedicated transmission system; storage system with distributed facilities sized to meet domestic, fire, equalization, and emergency storage; system redundancy; pipe velocities; system pressures; acceptable head loss; pump cycling frequency; etc.) and will make recommendations for either establishing or changing specific design, operation, and reliability criteria.

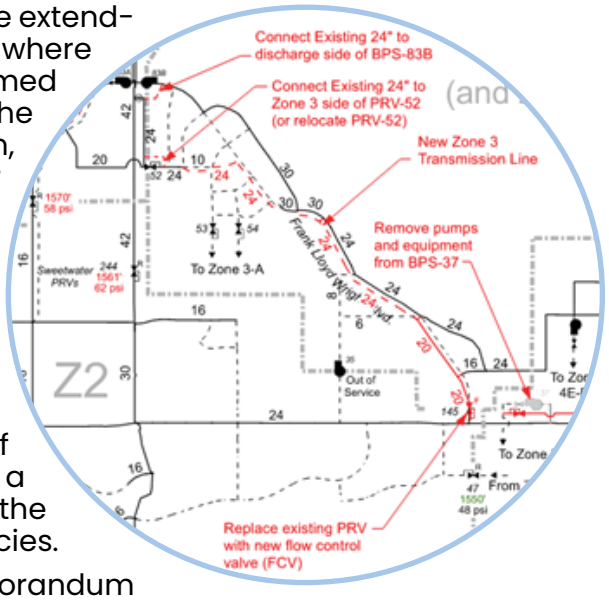
These recommendations will be fully documented in a technical memorandum. BHI will detail water system design criteria and methodology that will be used to analyze the water system and identify system deficiencies, plan for system improvements, and plan for system expansion.

The BHI team will define transmission and distribution lines by function and size in the water system and will list and summarize the attributes of all storage facilities, including the geographic area served by each tank.

At this point the existing operational controls for wells, booster stations, tank levels, and hydraulic control valve settings should accurately reflect the system operations as a result of the efforts in Task 2. Consequently, BHI will use model output to review tank turnover at the storage facilities, determine the run-times for booster stations and well pumps to determine if there is sufficient storage facilities as well as transfer capacity.

Based on the evaluation criteria BHI will flag deficiencies in the base level of service and develop projects to address these concerns. In addition to extended period simulations for standard operations, BHI will run static model runs to evaluate emergency conditions such as fire flow.

BHI recommends running water age analysis under minimum day demand conditions to qualitatively evaluate water quality. Water quality modeling is more expensive and requires sampling at all supply points and calculating decay rates for each supply point as inputs into the model. A water age analysis can leverage the base extended period simulation model and identify where water takes the longest to be consumed which works under the assumption that the longer the water remains in the system, the more likely there is to be a water quality concern. In addition to capital projects, BHI will review different operational set points to possibly address wage age concerns or other concerns noted in the system.



BHI will document where existing deficiencies exist in the current system utilizing model outputs to develop figures of the water system. BHI will also develop a separate model scenario which models the proposed resolutions to existing deficiencies.

BHI will complete a draft technical memorandum summarizing the findings and will present the findings and recommendations in a workshop, where BHI will receive comments from the City and address them in a final technical memorandum.

Deliverables:

- Draft technical memorandum
- Workshop, including PowerPoint presentation
- Workshop minutes
- Final technical memorandum

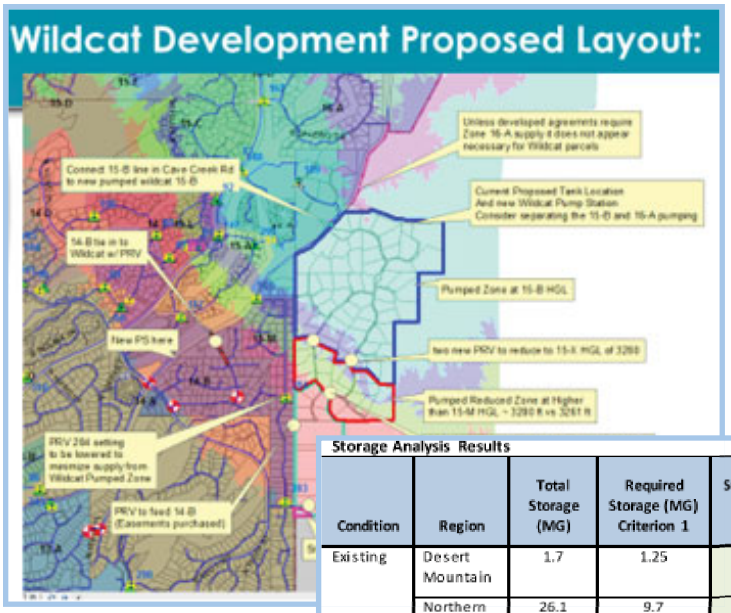
TASK 4:
BUILD-OUT SYSTEM EVALUATION

BHI will run an extended period simulation in the City's hydraulic model to determine customer pressures and evaluate pipe velocities, booster station firm capacities, and storage tank volumes for future buildout conditions. This means future pipes and demands activated in the model to represent 2030, 2040, and buildout. Additionally, BHI will assign fire flow to model junctions using land use designations for the fire flow rates.

BHI will document where deficiencies exist in the current system with the larger demand scenario along with properly sizing future infrastructure required to extend service where future developments are expected within the City boundary. The model outputs will be used to develop figures of the water system and proposed infrastructure. BHI will also develop a separate model scenario which models the proposed resolutions for future buildout transmission lines, storage tanks, and booster stations needed for growth as well as address deficiencies additional demand will trigger in the existing infrastructure.

BHI will complete a draft technical memorandum summarizing the findings and complete a review meeting presenting the findings and recommendations.

BHI will receive comments from the Owner and address comments in a final technical memorandum.



Storage Analysis Results

Condition	Region	Total Storage (MG)	Required Storage (MG) Criterion 1	Storage Surplus/ Deficit (MG) Criterion 1	Required Storage (MG) Criterion 2	Storage Surplus/Deficit (MG) Criterion 2	Available % of Criterion 2
Existing	Desert Mountain	1.7	1.25	0.45	2.4	-0.7	71%
	Northern	26.1	9.7	16.4	19.6	6.5	133%
	Central	30.5	12.9	17.6	29.3	1.2	104%
	Southern	16.5	6.0	10.5	17.3	-0.8	95%
	City-wide	74.8	29.8	45.0	68.6	6.2	109%
Future	Desert Mountain	2.7	2.1	0.6	4.8	-2.1	56%
	Northern	26.1	16.3	9.8	38.4	-12.3	68%
	Central	26.9	15.5	11.4	37.9	-11.0	71%
	Southern	14.5	7.6	6.9	23.9	-9.4	61%
	City-wide	70.3	41.5	28.8	105.0	-34.7	67%

Deliverables:

- Draft technical memorandum
- Review meeting, including PowerPoint presentation
- Review meeting minutes
- Final technical memorandum

TASK 5:
COST ESTIMATES AND IMPROVEMENTS PHASING & CRITICAL NEEDS

For all the capital projects BHI will develop a summary sheet which includes type of project, project location, purpose of the project, project elements (i.e. pipe or pump) and a budgetary estimate. BHI will present the projects to the City and verify project priorities.

BHI will also coordinate with the City to understand their capital budget and develop buckets for projects for the 5-, 10- and 15- year intervals.

Critical needs are defined as described in the RFP.

Deliverables:

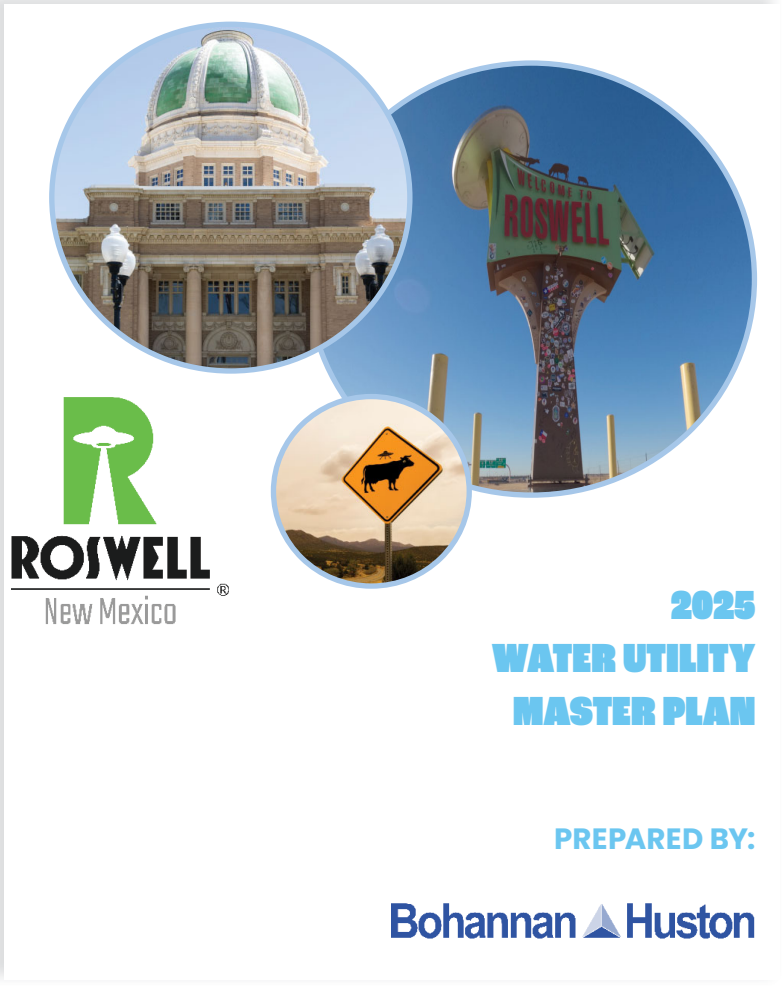
- Capital project data sheets, including conceptual cost estimates
- ICIP phasing periods identifying capital projects
- Draft chapter

TASK 6:
WATER UTILITY MASTER PLAN REPORT

BHI will consolidate the technical memoranda developed in the previous tasks, including the figures and findings presented at the workshops, into the Draft Master Plan for the City to review. Additionally, BHI will develop conceptual cost estimates for the proposed improvements to address deficiencies under existing conditions, future conditions, and infrastructure required for new development.

BHI will submit the Draft Master Plan for the City to review and then schedule a review meeting with the City to obtain comments and discuss proposed improvement phasing to facilitate ICIP planning of needed infrastructure.

BHI will compile meeting minutes and address comments received in a final Water Utility Master Plan Report.



Example report cover

Deliverables:

- Draft master plan
- Review meeting & minutes
- Final master plan

ANTICIPATED TIMELINE

BHI anticipates each phase of this project will take approximately one month each. We believe the completion date set in the RFP of June 30, 2025 is reasonable and can be accomplished.

PROJECT COST

The project cost can be found in the Appendix on the following page.

City Council
100 of 236
Roswell, NM

EXHIBIT B - DESIGN SCOPE FEE

Name of Project: City of Roswell 2025 Water Utility Master Plan

Client: City of Roswell

Principal-in-Charge/ PM, Des. Eng: TAB/NDR **Approved by:** LJH

inits.

Task / Activity	Engineer 7, PIC	Planner 7	Engineer 6, PE	Engineer 5	Engineer 3	Planner 3	Engineer 2	Engineer Tech 6	Tech Specialist 3	Admin Prof 6	Other Groups	Subconsultant	Other Groups	Reimbursable Expenses	Task Sub-Totals Per-Hrs	Task Sub-Totals Cost
Hourly Rate:	$ 270	$ 270	$ 245	$ 210	$ 165	$ 165	$ 140	$ 140	$ 110	$ 120						
TASK 1: Data Collection and System Inventory		**12**	**56**			**48**	**126**				**$ -**	**$ -**	**$ -**	**$ -**	**242**	**$ 42,520**
1.1 Acquisition of Existing System Data																
1.1(a) Obtain and Review Existing Maps and Inventories			4			12	10									$ 4,360
1.1(b) Review Recent and Planned Development			4			12	10									$ 4,360
1.1(c) Review Chronic Problems			4				10									$ 2,380
1.1(d) Conduct Site Visits			16				16									$ 6,160
1.1(e) Compare and Update System Map			4				24									$ 4,340
1.2 Evaluate Water Requirements																
1.2(a) Evaluate Existing Water Use Data			12				32									$ 7,420
1.2(b) Estimate Future Water Requirements		12	12			24	24									$ 13,500
Task 2: Model Development and Calibration		**4**	**76**			**16**	**188**			**8**	**$ -**	**$ -**	**$ -**	**$ -**	**292**	**$ 49,620**
2.1 Build a Model of the Water Distribution System																
2.1 Build a Model of the Water Distribution System			24				80									$ 17,080
2.2 Field Testing Program																
2.2(a) Prepare Field Testing Program			8				32									$ 6,440
2.2(b) Conduct Field Testing Program			16				24									$ 7,280
2.3 Workshop #1 - Model Calibration Results																
Draft Chapter			12				36			8						$ 8,940
Powerpoint Development		4	8			8	8									$ 5,480
Presentation (in person)			8			8	8									$ 4,400
Task 3: Current System Evaluation			**86**				**176**			**12**	**$ -**	**$ -**	**$ -**	**$ -**	**274**	**$ 47,150**
3.1 Current System Modeling																
3.1(a) Water Supply Facilities			6				12									$ 3,150
3.1(b) Service Levels			6				12									$ 3,150
3.1(c) Distribution System Components			6				12									$ 3,150
3.1(d) Pumping and Storage			6				12									$ 3,150
3.1(e) Fire Hydrant/Fire Flow Assessment			6				12									$ 3,150
3.1(f) Emergency Interconnections			6				12									$ 3,150
3.1(g) Water Quality Issues			6				12									$ 3,150

EXHIBIT B - DESIGN SCOPE FEE

Name of Project: City of Roswell 2025 Water Utility Master Plan

Client: City of Roswell

Principal-in-Charge/ PM, Des. Eng: TAB/NDR **Approved by:** LJH

inits.

Task / Activity	Engineer 7, PIC	Planner 7	Engineer 6, PE	Engineer 5	Engineer 3	Planner 3	Engineer 2	Engineer Tech 6	Tech Specialist 3	Admin Prof 6	Other Groups	Subconsultant	Other Groups	Reimbursable Expenses	Task Sub-Totals Per-Hrs	Task Sub-Totals Cost
Hourly Rate:	$ 270	$ 270	$ 245	$ 210	$ 165	$ 165	$ 140	$ 140	$ 110	$ 120						
3.2 Develop Current System Improvement Plan																
3.2 Develop Current System Improvement Plan			16				40									$ 9,520
3.3 Workshop #2 - Current system Evaluation Results																
Draft Chapter			12				36			12						$ 9,420
Powerpoint Development			8				8									$ 3,080
Presentation (in person)			8				8									$ 3,080
Task 4: Build Out System Evaluation		**8**	**52**			**24**	**124**			**12**	**$ -**	**$ -**	**$ -**	**$ -**	**220**	**$ 37,660**
4.1 Build Out System Modeling																
4.1 Build Out System Modeling		4	12			8	36									$ 10,380
4.2 Develop Build-Out System Improvement Plan																
4.2 Develop Build-Out System Improvement Plan			12				36									$ 7,980
4.3 Workshop #3 - Build Out System Evaluation Results																
Draft Chapter			12				36			12						$ 9,420
Powerpoint Development		4	8			8	8									$ 5,480
Presentation (in person)			8			8	8									$ 4,400
Task 5: Cost Estimates and Improvements Phasing & Critical Needs			**68**				**152**			**12**	**$ -**	**$ -**	**$ -**	**$ -**	**232**	**$ 39,380**
5.1 Cost Estimates																
5.1 Cost Estimates			20				60									$ 13,300
5.2 Improvement Phasing Plan																
5.2 Improvement Phasing Plan			20				40									$ 10,500
5.3 Workshop #4 - Recommended Improvements and Critical Needs																
Draft Chapter			12				36			12						$ 9,420
Powerpoint Development			8				8									$ 3,080
Presentation (in person)			8				8									$ 3,080
Task 6: Water System Master Plan Report	**8**	**8**	**28**			**36**	**76**			**32**	**$ -**	**$ -**	**$ -**	**$ -**	**188**	**$ 31,600**
6.1 Prepare Draft Water System Master Plan Report																
Address comments received from draft chapters			10			20	40									$ 11,350
6.1 Prepare Draft Water System Master Plan Report	8	8								16						$ 6,240
6.2 Final Water System Master Plan Report																

EXHIBIT B - DESIGN SCOPE FEE

Name of Project: City of Roswell 2025 Water Utility Master Plan

Client: City of Roswell

Principal-in-Charge/ PM, Des. Eng: TAB/NDR **Approved by:** LJH

inits.

Task / Activity	Engineer 7, PIC	Planner 7	Engineer 6, PE	Engineer 5	Engineer 3	Planner 3	Engineer 2	Engineer Tech 6	Tech Specialist 3	Admin Prof 6	Other Groups	Subconsultant	Other Groups	Reimbursable Expenses	Task Sub-Totals Per-Hrs	Task Sub-Totals Cost
Hourly Rate:	$ 270	$ 270	$ 245	$ 210	$ 165	$ 165	$ 140	$ 140	$ 110	$ 120						
6.2 Final Water System Master Plan Report			10			16	24			16						$ 10,370
6.3 Provide Software																
6.3 Provide Software			8				12									$ 3,640
Task 7: Project Management			30			16	46			3	$ -	$ -	$ -	$ -	95	$ 16,790
Kick-Off Meeting			8			8	8									$ 4,400
Progress Meetings/Minutes			16			8	32									$ 9,720
Monthly Progess Reports			6				6			3						$ 2,670
TOTAL PROJECT COST (EXCL. NMGRT):	8	32	396			140	888			79					1543	$ 264,720.00
TOTAL PROJECT COST (INCL. NMGRT @ 7.625):																$ 284,904.90

Regular City Council Meeting 8.
Meeting Date: 12/12/2024
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval to utilize Roswell Independent School District (SRO) monies up to $90,000 to purchase Real Time Crime Center cameras and equipment. It will be reimbursed from the State Homeland Security Grant Program (SHSGP) grant. (Corn/Aldana)

BACKGROUND:
Initiated by: Albert Aldana, Deputy Chief

The Roswell Police department obtained reimbursement from RISD for the School Resource Officers within the school district. The total amount was $100,000 which was obtained, deposited, and transferred to RPD account. The money requested, which is only $90,000, will be used to purchase cameras and equipment for the Real Time Crime Center. Funding Source - the money will be reimbursed by the State Homeland Security Grant Program (SHSGP) grant.

FINANCIAL CONSIDERATION
Monies used from our account will be reimbursed by the grant and placed back into our account. Awaiting approval from the Finance committee meeting.

LEGAL REVIEW:
No Legal review required at this time.

BOARD AND COMMITTEE ACTION:
At Public Safety meeting on 11/19/24, it was voted (4-0), to send to Finance Committee. Finance Committee recommended approval (4-0) to send to City Council at their meeting on 12/5/24.

STAFF RECOMMENDATION:
Consider recommending approval to utilize Roswell Independent School District (SRO) monies up to $90,000 to purchase Real Time Crime Center cameras and equipment. It will be reimbursed from the State Homeland Security Grant Program (SHSGP) grant.

Regular City Council Meeting 9.
Meeting Date: 12/12/2024
COMMITTEE: Infrastructure
CONTACT: Louis Najar **CHAIR:** Juan Oropesa

ACTION REQUESTED:
Resolution 24-53: Consider adoption of Resolution 24-53 authorizing the assignment of official representatives and signatory authorities for NMED emergency funding loan agreement. (Oropesa/MacCornack)

BACKGROUND:
Initiated by: James MacCornack

As part of the loan package, NMED requires a resolution assigning certain responsibilities for the project. Draft resolution assigns Mayor Jennings, City Manager Chad Cole, and Senior Engineer James MacCornack to various roles.

FINANCIAL CONSIDERATION
None for this item

LEGAL REVIEW:
Resolution has been reviewed by City Attorney.

BOARD AND COMMITTEE ACTION:
Infrastructure Committee on 11/18/2024 voted (5-0) to recommend approval to December 2024 City Council consent agenda.

STAFF RECOMMENDATION:
Proceed per discussion

Attachments

Resolution 24-53

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF OFFICIAL

REPRESENTATIVES AND SIGNATORY AUTHORITIES

Resolution Number 24-53

Whereas, the City Council of the City of Roswell of Chaves County of the State of New Mexico shall enter into a Loan Agreement with the State of New Mexico Environment Department, and

Whereas the Agreement is identified as CWSRF 150.

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

Timothy Jennings, Mayor, or successor is authorized to sign the funding agreement for this project, and

Chad Cole, City Manager, or successor is the OFFICIAL BORROWER REPRESENTATIVE who is authorized to sign all other documents necessary to fulfill the Funding Agreement and the Promissory Note requirements (Project Description, Budget Form, Disbursement Requests) and to act as the project contact (may have more than one), and

James McCornack, Senior Engineer, or successor is the SIGNATORY AUTHORITY who is authorized to sign disbursement requests only for this project.

PASSED, APPROVED, AND ADOPTED on _____, 2024.

Timothy Jennings, Mayor, City of Roswell

_____ _____

(Signature) (Title) **Date**

(SEAL)

ATTEST:

Notary Name , Notary Title

_____ _____

(Signature) **Date**

Name of Borrower: City of Roswell **Project Number: CWSRF 150**
Current Authorized Signatures (submit with Signature Resolution. update when necessary)

Loan Agreement			
Name	Timothy Jennings	Name	
Title	Mayor	Title	
Signature		Signature	
Address	425 N. Richardson	Address	
	Roswell, NM 88201		
Email	roswellmayor@roswell-nm.gov	Email	
Phone	575-626-3232	Phone	
All Other Documents: Project Description, Budget Form, Disbursement Requests			
Name	Chad Cole	Name	
Title	City Manager	Title	
Signature		Signature	
Address	425 N. Richardson	Address	
	Roswell, NM 88201		
Email	C.cole@roswell-nm.gov	Email	
Phone	575-624-6700	Phone	
Disbursement Requests Only			
Name	James McCornack	Name	
Title	Senior Engineer	Title	
Signature		Signature	
Address	425 N. Richardson	Address	
	Roswell, NM 88201		
Email	Jmaccornack@roswell-nm.gov	Email	
Phone	575-637-6288	Phone	

Regular City Council Meeting 10.
Meeting Date: 12/12/2024
COMMITTEE: Finance
CONTACT: Louis Najar **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 24-54: adoption of Resolution 24-54 for support of the application to the New Mexico Matching Fund to provide matching funds for possible Safe Streets and Roads for All funding application. (Corn/MacCornack)

BACKGROUND:
Initiated by: James MacCornack

City of Roswell has an FHWA accepted Safe Streets and Roads for all Comprehensive Safety Action Plan. Plan has identified systematic safety treatments that are recommended to be applied at various locations through the City. These treatments are individually low-cost and include improved roadway striping and pavement markings, and visibility enhancements at signalized intersections. FHWA funding is 80/20 with 20% of the project cost required to come from non-federal sources. It is proposed to pursue New Mexico Matching Fund funding to fund the 20% required match to support application to FHWA for funding in Spring 2025.

FINANCIAL CONSIDERATION
This is for project application support. Application to FHWA for project funding would be pending New Mexico Matching Fund award. Intent is to achieve 100% funding through New Mexico Matching Fund and FHWA funding.

LEGAL REVIEW:
Resolution has been submitted to City Attorney for review.

BOARD AND COMMITTEE ACTION:
Infrastructure Committee recommended approval (5-0) at their meeting on 11/18/24 to refer to Finance. Finance Committee on 12/5/2024 voted (4-0) to send to the December 2024 City Council meeting.

STAFF RECOMMENDATION:
Proceed as discussed

Attachments

Resolution 24-54

RESOLUTION 24-54

A RESOLUTION TO THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION FOR NEW MEXICO MATCH FUNDING

WHEREAS, the City of Roswell intends to pursue funding under the U.S. Department of Transportation Safe Streets and Roads for All program.

WHEREAS, the City of Roswell intends to apply for up to $3,500,000 in funding from the U.S. Department of Transportation Safe Streets and Roads for All program; and

WHEREAS, the Safe Streets and Roads for All program requires 20% non-federal match ; and

WHEREAS, the City of Roswell desires to utilize the New Mexico Match Fund to provide $700,000 to satisfy the required 20% match; and

WHEREAS, the City of Roswell supports this project and desires to receive funding; and

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

SECTION 1 Be it resolved by the governing body, the City Council of Roswell, New Mexico that City of Roswell desires to apply for $700,000 in funding from the New Mexico Match Fund in order to provide required matching funding for City of Roswell to apply for U.S. Department of Transportation Safe Streets and Roads for All program.

PASSED, ADOPTED, SIGNED and APPROVED ___ _____, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

DRAFT

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Consent Resolution 11.

Regular City Council Meeting
Meeting Date: 12/12/2024
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 24-55: Consider adoption of Resolution 24-55 for Travel Expenditures. (Corn/Heldenbrand)

BACKGROUND:
Initiated by: Chairman Corn and Councilor Heldenbrand

Resolution 24-55 for Travel Expenditures

FINANCIAL CONSIDERATION:
N/A

LEGAL REVIEW:
City attorney drafted the resolution.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval (4-0) at their meeting on December 5, 2024 to City Council.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

DRAFT - Resolution 24-55 travel policy - Clean Copy

RESOLUTION 24-XX

A RESOLUTION REGARDING TRAVEL EXPENDITURES

WHEREAS, the City of Roswell's officials, officers, and employees must travel for business from time to time, and

WHEREAS, funding for such travel should be transparent to the public and in the public's best interest, and

WHEREAS, it is desirable for there to be simple and clear procedures for such funding,

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

The minimum guidelines and procedures for travel reimbursement or upfront payment shall be consistent with NMSA 1978, § 10-8-4, and the following:

1. Standard Per Diem and Milage Rates:

a. All per diem and mileage rates for officials, officers, and employees shall be consistent with NMSA 1978, § 10-8-4 and its associated regulations and guidance as promulgated by DFA.

b. The Procurement Officer with City Manager approval shall have the authority to issue updated memorandums to adjust rates and reimbursements as necessary and consistent with state law and rule.

c. All travel by elected officials is subject to approval by the Mayor *and* the City Manager.

2. Actual expenses in Lieu of Per Diem:

Actual per diem expenses paid by officials, officers, and employees greater than standard per diem may only be paid when:

a. Standard rates will not reasonably cover expenses, and

b. There is written pre-approval by the Mayor *and* the City Manager in the case of officials and officers, or the City Manager or his designee for employees under his control. Such a request for pre-approval shall include the agenda or an outline of the need for the travel, and

c. Documentation of the agenda and paid receipts for each and every expense claimed must be provided within 30 days of travel, and

d. Payment for meals and travel is consistent with NMSA 1978, § 10-8-4.

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3. Standard Actual Expenses Reimbursed:

   Reimbursement will be made for standard actual expenses, other than per diem expenses, such as for coach airfare, reasonably necessary taxis, parking fees, car rental, or the like at the most economically practical available rates and are directly inferred in the discharge of authorized travel.

4. Mileage:

   Travel by private conveyance in the discharge of official duties shall be made consistent with state law. Millage shall be reimbursed at no less than 100% of the prior year's IRS standard mileage rate. Mileage shall be reimbursed based upon distances as shown on Google Maps, plus up to 15 miles a day of incidental travel.

5. Limitations on Travel Reimbursement

   Any person who is reimbursed in an amount in excess of $1,500 in a single fiscal year shall not be eligible for any further reimbursement unless the person furnishes in writing to the Mayor and City Council an itemized statement of each separate instance of travel covered within such reimbursement, the place of travel, the purpose of travel, and the public benefit for the travel. Such letter shall be delivered to the council for approval no less than thirty (30) days prior to such travel to take place.

6. Tipping

   When actual expenses are reimbursed, tips shall be reimbursed when traveling at no greater than 20% of the bill. Documents shall be provided for tip reimbursement. Tips are included when standard per diem rates are applied.

7. Out-of-state travel

   All out-of-state travel shall be communicated to the City Council prior to travel.

8. Travel Advances

   a. Advance payment of 80% of the estimated travel expenses for authorized travel may be made prior to travel provided the traveler submits an appropriate written travel voucher to the finance department with sufficient time determined Finance Department to be included in the standard processing and approval of warrants.

   b. Where a travel advance is made for a single trip, the travel shall remit, within five days of return any excess advance payment to the finance department. Refunds may, at the discretion of the City, be directly withheld from the employee's wages if such refund is not remitted within five days from the trip

DRAFT

without further approval or notice to the employee.

c. Travel advances for per diem and mileage will be calculated using the standard rates.

d. The Finance Department shall be responsible for establishing appropriate forms and procedures for travel advances as approved by the City Manager.

9. Travel Vouchers and Procedures for Administration

a. Every request for travel reimbursement or travel advances of per diem, mileage, or other expense subject to this resolution shall be submitted on a travel voucher and shall be consistent with City policy and applicable law.

PASSED, ADOPTED, SIGNED and APPROVED 12th day of December 12, 2024.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

DRAFT

Regular City Council Meeting 12.
Meeting Date: 12/12/2024
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 24-56: Consider adoption of Resolution 24-56 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 donations and other departments.

FINANCIAL CONSIDERATION

- Various Funds: Revenues $54,229.10, Expenses $333,229.10

LEGAL REVIEW:
No legal review is required at this time.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval (4-0) at their meeting on December 5, 2024, to City Council.

STAFF RECOMMENDATION:
Consider recommending adoption of Resolution 24-56 approving budget adjustment for the fiscal year ending June 30, 2025.

Attachments

Resolution 24-56
Exhibit A

RESOLUTION 24-56

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO AMENDING THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2025, FOR VARIOUS DONATIONS 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 $54,229.10 in revenues, and $333,229.10 in expenses, detailed in Exhibit A and summarized below:

- Various Funds: Revenues $54,229.10, Expenses $333,229.10

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 12th day of December 2024.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

Budget Adjustment for December 2024 Exhibit A					
Revenues:				**Funds**	**Totals**
Police Donations 2690 486200		$ 37,590.00	Budget Authority	Donations 2690	$ 54,229.10
Animal Control Donations 2690 486206		$ 5,000.00	Budget Authority		**$ 54,229.10**
Police NNO Donations 2690 486209		$ 3,700.00	Budget Authority		
Zoo Donations 2690 486410		$ 1,750.48	Budget Authority		
Rereation Donations 2690 486450		$ 2,625.00	Budget Authority		
Special Events Donations 2690 486941		$ 2,350.00	Budget Authority		
Visitor Center Donations 2690 486950		$ 1,213.62	Budget Authority		
	Total	**$ 54,229.10**			
Expenditures:				**Funds**	**Totals**
Police Donations 26906100 792200		$ 37,590.00	Budget Authority	Donations 2690	$ 54,229.10
Animal Control Donations 26906106 792200		$ 5,000.00	Budget Authority	General 1101	$ 279,000.00
Police NNO Donations 26906109 792200		$ 3,700.00	Budget Authority		**$ 333,229.10**
Zoo Donations 26906230 792200		$ 1,750.48	Budget Authority		
Recreation Donations 26906250 792200		$ 2,625.00	Budget Authority		
Special Events Donations 26906241 792200		$ 2,350.00	Budget Authority		
Visitor Center Donations 26906245 792200		$ 1,213.62	Budget Authority		
Dispatch 11014656 654801		$ 279,000.00	Contracted Dispatchers		
	Total	**$ 333,229.10**			
Transfers:					
11014111 817503		$ (44,990.00)	Transfer Out		
11041111 614002		$ 44,990.00	Transfer In		
	Total	-			

Regular City Council Meeting 13.
Meeting Date: 12/12/2024
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 24-57: Disposal of Certain Surplus Personal Property- adoption of Resolution 24-57 authorizing the Disposal of Certain Surplus Personal Property. (Corn/Hicks)

BACKGROUND:
Initiated by: Becky Hicks

This request covers old/obsolete equipment and vehicles currently owned by the City of Roswell.

- Exhibit A: items valued at less than $2,500, is a list of equipment that is no longer operational and, therefore, is ready to be scrapped.
- Exhibit B: items valued at over $2,500, is a list of vehicles and equipment that have exceeded their useful life or have been totaled by insurance.

FINANCIAL CONSIDERATION
If there are no bids on these items at the set minimum, the minimum may be re-evaluated and the items will be relisted until sold. If an item still receives no bids, it will be recycled or disposed of in another acceptable manner.

LEGAL REVIEW:
The legal department has reviewed Resolution 24-57: Disposal of Certain Surplus Personal Property.

BOARD AND COMMITTEE ACTION:
Finance Committee voted (4-0) to recommend adoption at their meeting on 12/5/24.

STAFF RECOMMENDATION:
Consider approval of Resolution 24-57 authorizing the Disposal of Certain Surplus Personal Property.

Attachments

Resolution 24-57
DCSPP Less Than 2500
DCSPP More Than 2500

RESOLUTION 24-57

A RESOLUTION AUTHORIZING THE DISPOSAL OF CERTAIN SURPLUS PERSONAL PROPERTY

WHEREAS, the City is the owner of certain personal property, listed in Exhibits A and B to this Resolution; and

WHEREAS, NMSA 1978 § 3-54-2, authorizes the City to dispose of personal property at public or private sale; and

WHEREAS, the City has no use for the said personal property and wishes to dispose of the property, pursuant to § 3-54-2.

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

1. The City has no use for the personal property listed in Exhibit A and B.

2. Each item of personal property listed in Exhibit A, has a value of $2,500.00 or less, as shown in the Exhibit, and may be sold at a public or private sale for cash without further notice, as provided in Section 3-54-2(A).

3. The personal property listed in Exhibit B may be sold at a public or private sale, upon notice published twice in the Roswell Daily Record, not less than seven days apart, with the last publication not less than fourteen days prior to the sale, as provided for in Sections 3-54-2(B) and (C).

4. Disposal of the personal property listed in Exhibit A and B is hereby authorized, pursuant to NMSA 1978 § 3-54-2.

PASSED, ADOPTED, SIGNED, and APPROVED the 12th day of December 2024.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

CITY OF ROSWELL
ASSET DISPOSAL LIST
FY2025 RESOLUTION 24-XX
DECEMBER 5, 2024

EXHIBIT A - VALUES LESS THAN $2,500

DEPT	REMOVAL TYPE	DESCRIPTION	COMPUTER SANITIZED Y OR N	PURCHASE COST	SERIAL OR VIN #	TAG #	ASSET #	DEPRECIATED VALUE	ESTIMATED VALUE		AUCTION RESERVE	MINUMUM PRICE
									$ -		$ -	$ -
SOLID WASTE	SCRAP	1999 CHEVROLET C3500 PICKUP		$ 22,917.00	1GBJC34F2XF069120	333	3872	$ -	$ -		$ -	$ -
WWTP	SCRAP	2010 FORD RANGER		$ 13,967.00	1FTKR1AD7APA60310	354	9206	$ -	$ -		$ -	$ -
WWTP	SCRAP	BATH, STEAM ELECTRIC HEATED		$ 1,095.95	610141496	1533	932	$ -	$ -		$ -	$ -
WWTP	SCRAP	CENTRIFUGE CAT MARATHON		$ 4,744.29	201N0009	1744	1883	$ -	$ -		$ -	$ -
WWTP	SCRAP	COD REACTOR, HACH		$ 691.87	891001125	743	3194	$ -	$ -		$ -	$ -
WWTP	SCRAP	OVEN, LABORATORY FISHER 615F		$ 721.48	30400088	766	3213	$ -	$ -		$ -	$ -
WWTP	SCRAP	DRYKEEPER, SANPLATEC AUTO-DESSICATOR		$ 552.96	MDLH42058-0003	769	3216	$ -	$ -		$ -	$ -

CITY OF ROSWELL
ASSET DISPOSAL LIST
FY2025 RESOLUTION 24-XX
DECEMBER 5, 2024

EXHIBIT B - VALUES MORE THAN $2,500

DEPT	REMOVAL TYPE	DESCRIPTION	COMPUTER SANITIZED Y OR N	PURCHASE COST	SERIAL OR VIN #	TAG #	ASSET #	DEPRECIATED VALUE	ESTIMATED VALUE		AUCTION RESERVE	MINUMUM PRICE
POLICE	AUCTION	2017 FORD EXPLORER		$ 6,500.00	1FM5K8AT7HGA89524	89524	26016	$ 2,166.70	$ 10,875.00	*	$ 3,625.00	$ 3,625.00
POLICE	AUCTION	2010 FORD CROWN VICTORIA		$ 21,763.00	2FABP7BV2AX110210	10210	8967		$ 4,300.00	*	$ 1,000.00	$ 1,000.00
POLICE	AUCTION	2010 FORD CROWN VICTORIA		$ 21,763.00	2FABP7BV2AX110224	10224	8976		$ 4,300.00	*	$ 1,000.00	$ 1,000.00
POLICE	AUCTION	2010 FORD CROWN VICTORIA		$ 21,763.00	2FABP7BV0AX140161	40161	9569		$ 4,300.00	*	$ 1,000.00	$ 1,000.00
POLICE	AUCTION	2011 FORD FUSION		$ 14,483.00	3FAHP0GA9BR226897	26897	9720		$ 5,900.00	*	$ 1,100.00	$ 1,100.00
POLICE	AUCTION	2013 DODGE CHARGER		$ 23,540.00	2C3CDXAT4DH672703	72703	13559		$ 8,375.00	*	$ 2,100.00	$ 2,100.00
POLICE	AUCTION	2015 CHEVROLET TAHOE		$ 29,790.00	1GNLC2EC7FR629690	29690	14736		$ 14,725.00	*	$ 3,300.00	$ 3,300.00
POLICE	AUCTION	2016 FORD EXPLORER		$ 5,500.00	1FM5K8AT5GGB25447	25447	26015	$ 1,833.30	$ 9,500.00	*	$ 2,375.00	$ 2,375.00
POLICE	AUCTION	2010 FORD CROWN VICTORIA		$ 21,763.00	2FABP7BV8AX140165	40165	9570		$ 4,300.00	*	$ 1,000.00	$ 1,000.00
POLICE	AUCTION	2010 FORD CROWN VICTORIA		$ 21,763.00	2FABP7BV1AX110215	10215	9033		$ 4,300.00	*	$ 1,000.00	$ 1,000.00
POLICE	AUCTION	2015 FORD EXPLORER		$ 5,000.00	1FM5K8AT7FGB13513	13513	26019	$ 1,666.70	$ 9,000.00	*	$ 2,250.00	$ 2,250.00
POLICE	AUCTION	2013 DODGE CHARGER		$ 23,415.50	2C3CDXAT3DH713516	13516	14112		$ 8,375.00	*	$ 2,100.00	$ 2,100.00
POLICE	AUCTION	2015 FORD EXPLORER		$ 11,547.00	1FM5K8AR4FGA88400	88400	26001	$ 2,718.49	$ 7,925.00	*	$ 1,950.00	$ 1,950.00
POLICE	AUCTION	2013 DODGE CHARGER		$ 23,415.50	2C3CDXAT7DH713521	13521	14117		$ 8,375.00	*	$ 2,100.00	$ 2,100.00
POLICE	AUCTION	2013 DODGE CHARGER		$ 23,415.50	2C3CDXAT2DH721736	21736	14123		$ 8,375.00	*	$ 2,100.00	$ 2,100.00
POLICE	AUCTION	2009 FORD CROWN VICTORIA		$ 2,500.00	2FAHP71V89X136933	36933	25030		$ 3,900.00	*	$ 975.00	$ 975.00
POLICE	TOTALLED	2013 CHEVROLET TAHOE		$ 13,820.00	1GNLC2E0XDR168830	68830	26002	$ 3,211.00	$ 9,224.60		FROM FRED LOYA INSURANCE CO.	
POLICE	AUCTION	2014 CHEVROLET IMPALA		$ 17,980.00	2G1WA5E34E1188517	88517	14628	$ -	$ 7,150.00	*	$ 500.00	$ 500.00
POLICE	AUCTION	2016 FORD EXPLORER		$ 5,500.00	1FM5K8AT5GGB28447	28447	26015	$ 1,833.30	$ 9,500.00	*	$ 3,100.00	$ 3,100.00
POLICE	AUCTION	2014 DODGE CHARGER		$ 23,291.00	2C3CDXAT6EH362246	62246	14733	$ -	$ 8,550.00	*	$ 2,800.00	$ 2,800.00
SOLID WASTE	AUCTION	2010 INTERNATIONAL GRAPPLER		$ 136,000.00	1HTJTSKN0AH275499	308	9032		$ 37,500.00	*	$ 4,000.00	$ 4,000.00
POLICE	TOTALLED	2019 FORD F-150 (ACCIDENT-KEPT SALVAGE)		$ 40,866.00	1FTEW1E53KFD34845	34845	25251	$ 4,086.60	$ 27,520.00		FROM NMSIF	$ -
POLICE	TOTALLED	2022 DODGE DURANGO (10/19/24 FLOOD)		$ 38,191.00	1C4SDJFT4NC192775	92775	26263	$ 24,824.08	$ 26,633.00		FROM NMSIF	
POLICE	TOTALLED	2014 CHEVROLET CAPRICE (10/19/24 FLOOD)		$ 19,000.00	6G3NS5U2XEL952313	52313	23093	$ -	$ 6,190.00		FROM NMSIF	
POLICE	TOTALLED	2019 FORD EXPLORER (10/19/24 FLOOD)		$ 5,000.00	1FM5K8AT6KGA31685	31685	26296	$ 3,666.72	$ 10,921.00		FROM NMSIF	
POLICE	TOTALLED	2016 FORD EXPLORER (10/19/24 FLOOD)		$ 6,500.00	1FM5K8AT3GGA28900	28900	26020	$ 2,166.70	$ 10,021.00		FROM NMSIF	
POLICE	TOTALLED	2018 FORD EXPLORER (10/19/24 FLOOD)		$ 47,750.00	1FM5K8AR1JGB93257	93257	25152		$ 13,129.00		FROM NMSIF	
POLICE	TOTALLED	2016 FORD EXPLORER (10/19/24 FLOOD)		$ 6,500.00	1FM5K8AT1GGB28428	28428	26010	$ 1,516.69	$ 10,021.00		FROM NMSIF	
POLICE	TOTALLED	2019 FORD F-150 (10/19/24 FLOOD)		$ 40,866.00	1FTEW1E55KFD34846	34846	25252	$ 4,086.60	$ 20,205.00		FROM NMSIF	
POLICE	TOTALLED	2023 DODGE DURANGO (10/19/24 FLOOD)		$ 42,343.00	1C4SDJFT7PC690441	90441	26416	$ 35,991.52	$ 28,382.00		FROM NMSIF	
POLICE	TOTALLED	2021 DODGE RAM 1500 (10/19/24 FLOOD)		$ 30,485.00	1C6RR7XT6MS567367	67367	26134	$ 12,194.04	$ 22,536.00		FROM NMSIF	
PARKS	TOTALLED	2015 CHEVROLET K1500 (10/19/24 FLOOD)		$ 30,302.00	3GCUKPEC5FG113373	1113	14631	$ -	$ 17,325.00	*	FROM NMSIF	
IT	TOTALLED	2008 CHEVROLET EQUINOX (10/19/24 FLOOD)		$ 19,933.00	2CNDL13F486286982	1002	8093	$ -	$ 3,950.00	*	FROM NMSIF	
WM&T	TOTALLED	2019 FORD F-250 SD (10/19/24 FLOOD)		$ 37,661.00	1FD7W2B61KED40480	1412	25184	$ -	$ 32,000.00	*	FROM NMSIF	
COMM ENH	TOTALLED	2009 FORD E-350 VAN (10/19/24 FLOOD)		$ 20,703.00	1FBNE31L49DA41016	571	8558	$ -	$ 9,075.00	*	FROM NMSIF	
FAC MAINT	TOTALLED	2012 CHEVROLET K2500 (10/19/24 FLOOD)		$ -	1GC1KVCG7CF138219	38219	26277	$ -	$ 21,175.00	*	FROM NMSIF	
FIRE DEPT	TOTALLED	2018 ROSENBAUER LADDER TRUCK (10/19/24 FLOOD)		$ 997,859.00	54F3EF715JWM12092	TRUCK 1	25203	$ -	$ 997,859.00	*	FROM NMSIF	
FIRE DEPT	TOTALLED	2010 PIERCE IMPEL FIRE TRUCK (10/19/24 FLOOD)		$ 453,157.00	4P1CJ01A4AA010762	ENGINE 2	9157	$ -	$ 453,157.00	*	FROM NMSIF	
FIRE DEPT	TOTALLED	2020 PIERCE PRCA PUMP TRUCK (10/19/24 FLOOD)		$ 474,800.07	1FVDCYFE1LHLX5464	ENGINE 6	26027	$ 102,873.35	$ 474,800.07	*	FROM NMSIF	
FIRE DEPT	TOTALLED	2012 PIERCE SABER GEM AERIAL (10/19/24 FLOOD)		$ 672,285.00	4P1CS01A6CA012710	E-3	13112	$ -	$ 672,285.00	*	FROM NMSIF	
FIRE DEPT	TOTALLED	2022 PIERCE SABER PUMPER (10/19/24 FLOOD)		$ 646,669.00	4P1BAAFF1NB024849	ENGINE 1	26374	$ 485,001.70	$ 646,669.00	*	FROM NMSIF	
POLICE	TOTALLED	2018 FORD EXPLORER (ACCIDENT 11/18/2024)		$ 47,750.00	1FM5K8AR3JGB93258	93258	25153	$ -	$ 12,750.00	*	FROM NMSIF	

* ESTIMATED FROM BEENVERIFIED

Regular City Council Meeting 14.
Meeting Date: 12/12/2024
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 24-58: Consider adoption of Resolution 24-58 for receiving fire recruitment funds from the DFA. (Corn/Fuller)

BACKGROUND:
Initiated by: Daniel Fuller

The fire department applied for funding through the State of New Mexico for the hiring of new firefighters. This grant was approved and in order to receive the funds a resolution stating acceptance of the money has to be drafted and turned into the DFA.

FINANCIAL CONSIDERATION
$393,750.00 over three years.

LEGAL REVIEW:
City attorney drafted the resolution.

BOARD AND COMMITTEE ACTION:
Public Safety Committee on 11/19/2024, voted (4-0) to send to the December 5, 2024, Finance Committee meeting with a recommendation to place on City Council consent agenda.
Finance Committee on 12/4/2024, voted (4-0) to send to the December 12, 2024, Regular City Council meeting

STAFF RECOMMENDATION:
Resolution 24-58: Adoption of Resolution 24-58 for receiving fire recruitment funds from the DFA.

Attachments

Resolution 24-58
Exhibit A

RESOLUTION 24-58

A RESOLUTION TO THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION FOR PARTICIPATION IN THE LAW ENFORCEMENT RECRUITMENT FUND (LERF)

WHEREAS, the City of Roswell and the Department of Finance and Administration have entered into a grant agreement under the Law Enforcement and Recruitment fund approved in the 2023 legislative session.

WHEREAS, the total grant allocation is Three Hundred and ninety three thousand seven hundred and fifty dollars and zero cents ($393,750.00), to be prorated as follows:

1. 100% up to $225,000 the first year,
2. 50% up to $112,500 the second year, and
3. 25% up to $56,250 the third year,

WHEREAS, the allocated funds will only be used to perform activities described in the allocations, and the City will follow allocations reporting procedures.

WHEREAS, the City of Roswell supports this project and desires to receive funding; and

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

SECTION 1 the City of Roswell hereby agrees to and approved entering into the agreement for appropriation number 24-ZI5036-46.

PASSED, ADOPTED, SIGNED and APPROVED ________, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

DRAFT

Docusign Envelope ID: 458D2893-1E75-4084-A658-9536428440AA

REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

RECIPIENT:

City of Roswell

APPROPRIATION NUMBER:	ALLOCATION AMOUNT:	REVERSION DATE:
24-ZI5036-46	**$ 393,750.00**	**June 30, 2025**

ALLOCATION PURPOSE

Three Hundred and ninety three thousand seven hundred and fifty dollars and zero cents over three years to be utilized in accordance with the provisions of HB2 to hire full time firefighter and emergency medical technician positions. The first allocations will be disbursed at 100% within 5 business days of acceptance of this agreement to include approval of the local governing body.

ALLOCATION DISBURSEMENT

The allocated funds will be disbursed over a three-year period, contingent upon amendment to HB2 during the next legislative session. Specifically, disbursements will occur as follows 100% up to $225,000 the first year, 50% up to $112,500 the second year, and 25% up to $56,250 the third year. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement and evidence of approval of the local governing body.

Funds for the first disbursement must be expended by June 30, 2025; the second 50% disbursement will be made in July 2025 to be expended by June 30th, 2026; and the last disbursement of 25% will be made in July 2026 to be expended by June 30, 2027. Any amount not expended in each of the three years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Firefighter/EMT Recruitment Report, providing updates on the hiring of officer positions.

CERTIFICATION

I hereby certify that **City of Roswell**

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will follow the procedure described in "Allocation Reporting" of allocated funds.

Signed by:
Matthew Miller, Fire Chief
533A8A564BA34B7...
Local Fire Department Agency

10/9/2024
Date

DocuSigned by:
Chad Cole
89E20CD7FE55473...
Authorized Local Governing Body Authority

8/27/2024
Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 24 ZI5036-46 in the amount of $225,000.

DocuSigned by:
Jeannette Gallegos
020E740B753A4C1...
Jeannette Gallegos
Interim Director, Local Government Division

10/9/2024
Date

Docusign Envelope ID: 458D2893-1E75-4084-A658-9536428440AA

REIMBURSING AGENCY: Department of Finance and Administration

Revised 06/25/2024

Business Unit: 341

STATE OF NEW MEXICO
Firefighter/EMT Recruitment Fund
Report Form
Exhibit A
https://forms.office.com/g/4Gzf2tDgPb

Allocation Recipient:	
Appropriation Number:	
Quarter Number:	

Name	Date of Hire	Title of Position	Salary Paid ($) during quarter	Benefits Paid ($) during quarter
Total Amount of Appropriation Funds Expended:			**Total: $**	**Total: $**

Add extra lines as applicable.

Narrative: (Provide description of next steps to fill any remaining vacant positions. Examples: hiring event or outreach using social media.)

Regular City Council Meeting 15.
Meeting Date: 12/12/2024
COMMITTEE: N/A
CONTACT: N/A **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Resolution 24-59: Weeds - Consider adoption of Resolution 24-59 the Resolution shall mandate the cleanup of approximately two (2) 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 24-59.

Attachments

ATT 1 Resolution 24-59 Weeds
ATT 2 Resolution 24-59 Weeds

CITY OF ROSWELL
RESOLUTION 24-59

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 12th day of December 2024.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

612 SWINGING SPEAR RD TIERRA BERRENDA 4 Block 1 Lot 30 S 16 T 10S R 24E NANCY J DETTMANN PO BOX 4134 ROSWELL, NM 88202	1824 N LEA AVE BAUMGARTNERS REDIVISION Block 2 Lot 1 Quarter SE S 29 T 10S R 24E GONZALO BARRIOS-GURROLA C/O YE, JINFENG 911 COUNTRY SIDE P CARLSBAD, NM 88220

Regular City Council Meeting 16.
Meeting Date: 12/12/2024
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Resolution 24-60: Condemnations - Consider adoption of Resolution 24-60 the resolution shall require the removal or demolition of one (1) dilapidated structure. (Heldenbrand/Franco)

BACKGROUND:
Initiated by: Toby Franco

This structure constitutes a public nuisance harmful to public health, safety, and general welfare.

FINANCIAL CONSIDERATION
Resolution and notice will be served to owners requiring action within fifteen (15) days. Demolition by the City will proceed if no action is taken and a lien will be placed on the property for cost ranging from $3,000 to $30,000 for each property for removal.

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:
The Public Safety Committee on November 19, 2024, meeting recommended (4-0) that this be sent to Legal Committee. The Legal Committee recommended (5-0) approval at their meeting on November 21, 2024.

STAFF RECOMMENDATION:
Consider approval of Resolution 24-60.

Attachments

ATT 1 Resolution 24-60 Condemnations
ATT 2 Resolution 24-60 Condemnations

CITY OF ROSWELL
RESOLUTION 24-60

A RESOLUTION REQUIRING THE REMOVAL AND/OR DEMOLITION OF CERTAIN DAMAGED AND DILAPIDATED BUILDINGS, STRUCTURES OR PREMISES; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL; PRESCRIBING THE PROCEDURE INCIDENT TO SUCH REMOVAL AND/OR DEMOLITION AND DECLARING CERTAIN PROPERTY TO BE IN SUCH STATE OF DISREPAIR, DAMAGE AND DILAPIDATION AS TO CONSTITUTE A DANGEROUS BUILDING AND A PUBLIC NUISANCE PREJUDICIAL TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, it is the opinion of the City Council of the City of Roswell, New Mexico, that those certain buildings or structures upon the premises located as follows and purportedly owned of record, or occupied by the parties hereinafter named, are and have become in such state of disrepair, damage and dilapidation 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, by reason of the condition or conditions set forth in Exhibit "A".

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

1. That the buildings or structures set forth in Exhibit "A" are declared to be in such state of disrepair, damage and dilapidation as to constitute a dangerous building within the purview of Roswell Municipal code section 16-12, as well as being a public nuisance prejudicial to the public health, safety and general welfare. That such dangerous buildings or structures set forth, if any, cannot reasonably be repaired so that they will no longer exist in violation of the terms of the ordinance.

2. The owners, occupants, if any, or agent in charge of said premises be, and they hereby are ordered and required to remove such dangerous buildings, or structures within a reasonable time thereafter not to exceed fifteen (15) days from the receipt of notice by certified mail or from date of publication of this resolution as hereinafter provided, and as the case may be. In the event such removal be not commenced by such owner, occupant or agent, or written objection thereto be filed with the City Clerk within ten (10) days after service of a copy of this resolution by certified mail or by publication, requesting a hearing, then and in such event, the City Manager is hereby authorized and directed to cause such dangerous buildings or structures to be removed at the sole cost and expense of the owner, owners or other parties having an interest in said 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 or land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens. Alternatively, the City Manager may act pursuant to Article 3-18-5 (G) (NMSA, 1978), and cause the dangerous buildings or structures to be removed and give title to them or their components to the removing person or persons.

3. In the event the owner or other interested party aggrieved shall file his protest within the time herein provided, requesting a hearing, on the matter, the City Council shall fix a date for hearing, at which time said Protestants 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 should be enforced or rescinded. If it shall be determined that the removal order should be enforced, and the owner(s) shall fail or neglect to comply with said decision of the City Council, they shall have a right of appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within the (10) days after the date of the City Council decision, together with his petition for court review duly filed with the Clerk of the Court within thirty (30) days of the date of the decision complained of.

4. Upon the adoption of this resolution, it shall be the duty of the City Building Inspector to notify the owner, occupant or agent in charge of such building or structure of the adoption of this resolution by serving a copy thereof upon him by certified mail, return receipt requested; and in the event such owner, occupant or agent cannot be found or served within said City as herein above provided, such notice may be served by posting a copy of said resolution upon the premises complained of, followed by legal publication of said resolution one time in a newspaper of general circulation within the city.

ADOPTED, SIGNED AND APPROVED 12th day of December 2024.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

Location	Condition	Name
414 W 16TH ST MOUNTAIN VIEW Block 2 Lot 11 E 150' AND Lot 12 E 100'	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	GARY WAYNE SELLERS 6528 VINEYARD RD DEXTER, NM 88230

414 W 16TH ST





Regular City Council Meeting 17.
Meeting Date: 12/12/2024
COMMITTEE: Finance
CONTACT: Louis Najar **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval for an expenditure of $2,406,178.84, including GRT, for ITB-25-003, Elm St Bridge Replacement Project to Abraham's Construction. (Corn/MacCornack)

BACKGROUND:
Initiated by: Louis Najar

Bids received on November 12, 2024, for the subject project have been reviewed. A Bid Tabulation is attached. One bid was received as follows:

- Abraham's Construction $2,406,178.84 (Amount includes tax of 7.8958%).

Please see attached the recommendation of award letter to Purchasing Department.

FINANCIAL CONSIDERATION
Current available amount in FY25 approved budget is $2,440,000. Project 100% funded by NMDOT, project number CN 2104850.

- Project is a reimbursement agreement.

LEGAL REVIEW:
No Legal Review required at this time.

BOARD AND COMMITTEE ACTION:
Infrastructure Committee recommended approval (5-0) at their meeting on 11/18/24 to refer to Finance. On 12/2/2024, the Finance Committee voted (4-0) to recommend approval to send to the December 2024 City Council.

STAFF RECOMMENDATION:
Consider recommending authorization for an expenditure of $2,406,178.84, including GRT, for ITB-25-003, Elm St Bridge Replacement Project to Abraham's Construction.

Attachments

ATT 1 - Recommendation of award
ATT 2 - Bid Tabulation ITB 25-003
ATT 3 - Budget Excerpt
ATT 4 - NMDOT Agreement Excerpt

ROSWELL
Engineering

To: Arely Peek
Purchasing

November 13, 2024

Re: Recommendation of Award
Elm St. New 2 Barrel Concrete Box Culvert
Bid No. ITB-25-003 CN 2104850

Bids received on November 12, 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. Abraham's Construction, Albuquerque, NM $2,406,178.84

Upon completion of review, I hereby recommend award of this project to Abraham's Construction in the amount of $2,406,178.84.

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-25-003
Elm St New 2 Barrel Concrete Box Culvert

Bid Opening of November 12, 2024

11/13/2024

		Contract	Contract	Engr. Est.	Engr. Est.	ABRAHAMS CONSTRUCTION			
ITEM NO.	BID ITEM DESCRIPTION	Unit	Quantity	UNIT COST	Amount	Unit Cost	Amount		
107000	ENVIRONMENTAL COMMITMENTS	LS	1	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00		
203000	UNCLASSIFIED EXCAVATION	C.Y.	285	$ 25.00	$ 7,125.00	$ 65.00	$ 18,525.00		
2031000	BORROW	C.Y.	350	$ 25.00	$ 8,750.00	$ 50.00	$ 17,500.00		
207000	SUBGRADE PREPARATION	S.Y.	860	$ 10.00	$ 8,600.00	$ 30.00	$ 25,800.00		
210002	MAJOR STRUCTURE EXCAVATION	C.Y.	1,164	$ 50.00	$ 58,200.00	$ 50.00	$ 58,200.00		
210003	MAJOR STRUCTURE BACKFILL	C.Y.	1,241	$ 90.00	$ 111,690.00	$ 50.00	$ 62,050.00		
303160	BASE COURSE 6"	S.Y.	1,343	$ 18.00	$ 24,174.00	$ 40.00	$ 53,720.00		
407000	ASPHALT MATERIAL FOR TACK COAT	TON	1.0	$ 2,200.00	$ 2,200.00	$ 2,000.00	$ 2,000.00		
408100	PRIME COAT MATERIAL	TON	2.0	$ 2,200.00	$ 4,400.00	$ 2,000.00	$ 4,000.00		
416207	MINOR PAVING TYPE II HMA SP IV	S.Y.	1,600	$ 70.00	$ 112,000.00	$ 50.00	$ 80,000.00		
511000	STRUCTURAL CONCRETE, CLASS A	C.Y.	160	$ 1,400.00	$ 224,000.00	$ 1,400.00	$ 224,000.00		
511030	STRUCTURAL CONCRETE, CLASS AA	C.Y.	179	$ 1,600.00	$ 286,400.00	$ 1,250.00	$ 223,750.00		
511210	STRUCTURAL CONCRETE, CLASS A-6"	S.Y.	241	$ 300.00	$ 72,300.00	$ 1,600.00	$ 385,600.00		
511700	BRIDGE DECK SEALANT MEMBRANE	S.Y.	100	$ 10.00	$ 1,000.00	$ 100.00	$ 10,000.00		
540060	REINFORCING BARS GRADE 60	LB	63,400	$ 4.00	$ 253,600.00	$ 3.00	$ 190,200.00		
543002	METAL RAILING, TYPE A42	L.F.	60	$ 700.00	$ 42,000.00	$ 500.00	$ 30,000.00		
570024	24" CULVERT PIPE	L.F.	60	$ 250.00	$ 15,000.00	$ 150.00	$ 9,000.00		
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	$ 60,000.00	$ 60,000.00	$ 50,000.00	$ 50,000.00		
601110	REMOVAL OF SURFACING	S.Y.	785	$ 17.00	$ 13,345.00	$ 35.00	$ 27,475.00		
603281	SWPPP PLAN PREPARATION AND MAINTENANCE	LS	1	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00		
606001	SINGLE FACE W-BEAM GUARDRAIL	L.F.	125	$ 120.00	$ 15,000.00	$ 100.00	$ 12,500.00		
606011	SINGLE FACE THRIE-BEAM GUARDRAIL	L.F.	25	$ 300.00	$ 7,500.00	$ 300.00	$ 7,500.00		
606053	END TREATMENT W-BEAM END ANCHOR	EACH	4	$ 3,500.00	$ 14,000.00	$ 5,000.00	$ 20,000.00		
608004	CONCRETE SIDEWALK 4"	S.Y.	240	$ 110.00	$ 26,400.00	$ 80.00	$ 19,200.00		
608106	DRIVE PAD 6"	S.Y.	60	$ 170.00	$ 10,200.00	$ 200.00	$ 12,000.00		
609424	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6" X 24"	L.F.	430	$ 70.00	$ 30,100.00	$ 40.00	$ 17,200.00		
614000	UTILITY AERIAL CROSSING WITH 60' OF 24" DIA. STEEL CASING, CONC	LS	1	$ 80,000.00	$ 80,000.00	$ 45,000.00	$ 45,000.00		
618000	TRAFFIC CONTROL MANAGEMENT	LS	1	$ 40,000.00	$ 40,000.00	$ 15,000.00	$ 15,000.00		
621000	MOBILIZATION	LS	1	$ 180,300.00	$ 180,300.00	$ 215,000.00	$ 215,000.00		
623106	MEDIAN DROP INLET 5'X5' (URBAN) H=6'1" TO 9'0"	EACH	1	$ 18,000.00	$ 18,000.00	$ 8,000.00	$ 8,000.00		
623600	JUNCTION BOX	EACH	1	$ 16,000.00	$ 16,000.00	$ 20,000.00	$ 20,000.00		
662400	MANHOLE ADJUSTMENT	EACH	2	$ 3,000.00	$ 6,000.00	$ 1,000.00	$ 2,000.00		
662997	REHABILITATE SEWER MANHOLE AND BASE	EACH	1	$ 15,000.00	$ 15,000.00	$ 25,000.00	$ 25,000.00		
663606	POLYVINYL CHLORIDE PIPE- 6"	L.F.	20	$ 50.00	$ 1,000.00	$ 35.00	$ 700.00		
663608	POLYVINYL CHLORIDE PIPE- 8"	L.F.	120	$ 80.00	$ 9,600.00	$ 50.00	$ 6,000.00		
663612	POLYVINYL CHLORIDE PIPE- 12"	L.F.	125	$ 100.00	$ 12,500.00	$ 110.00	$ 13,750.00		
663772	CONNECTION TO EXISTING WATER LINE	EACH	3	$ 6,000.00	$ 18,000.00	$ 38,000.00	$ 114,000.00		

668000	DEWATERING	LS	1	$ 1,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00		
663855	ADJUST VALVE BOX TO GRADE	EACH	5	$ 1,000.00	$ 5,000.00	$ 800.00	$ 4,000.00		
663896	GATE VALVE- 6"	EACH	1	$ 3,250.00	$ 3,250.00	$ 11,500.00	$ 11,500.00		
663898	GATE VALVE- 8"	EACH	2	$ 5,000.00	$ 10,000.00	$ 13,000.00	$ 26,000.00		
663897	GATE VALVE- 12"	EACH	1	$ 6,000.00	$ 6,000.00	$ 17,000.00	$ 17,000.00		
701000	PANEL SIGNS	S.F.	100	$ 150.00	$ 15,000.00	$ 35.00	$ 3,500.00		
701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	L.F.	180	$ 60.00	$ 10,800.00	$ 25.00	$ 4,500.00		
702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	1	$ 25,000.00	$ 25,000.00	$ 10,000.00	$ 10,000.00		
703003	OBJECT MARKER TYPE 3	EACH	4	$ 300.00	$ 1,200.00	$ 500.00	$ 2,000.00		
704706	HOT THERMOPLASTIC PAVEMENT MARKING 12"	L.F.	45	$ 15.00	$ 675.00	$ 25.00	$ 1,125.00		
704704	HOT THERMOPLASTIC PAVEMENT MARKING 24"	L.F.	232	$ 30.00	$ 6,960.00	$ 25.00	$ 5,800.00		
801000	CONSTRUCTION STAKING BY THE CONTRACTOR	LS	1	$ 15,000.00	$ 15,000.00	$ 35,000.00	$ 35,000.00		
802000	POST CONSTRUCTION PLANS	LS	1	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00		
		PROJECT SUBTOTAL (w/o Tax)=			$ 1,983,269.00		$ 2,230,095.00		
		GROSS RECIEPT TAX =	TAX @ 7.8958%	$ 156,594.95		TAX @ 7.8958%	$ 176,083.84		
		PROJECT BID TOTAL (with Tax)=			$ 2,139,863.95		$ 2,406,178.84		

I Certify that all Information and Tabulations are Correct.

James MacCornack, P.E.

11/13/2024
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

Docusign Envelope ID: 330A0ED5-2026-4A1A-BF83-D13E452498A4

Contract No.:	D20408
Vendor No.:	**0000054357**
Control No.:	**2104850**

COOPERATIVE PROJECT AGREEMENT – CONSTRUCTION

The **New Mexico Department of Transportation** (Department), and the City of Roswell (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: 2104850 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Construction Work is as follows:
   1. **FFY 2024 Highway Infra Off Bridge(HIOBP IIJA) Funds**
      Department's 100.00% share
      Bridge rail and concrete repair. (Description as per STIP database, this agreement only pertains to the Construction Work portion of Project Control No. 2104850.)
   2. **The Total Project Funding for Construction Work** $2,440,000

b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.
c. The Local Agency shall provide all the work, labor, materials, and services necessary to perform the Project.
d. The Local Agency is responsible for all Project costs that exceed federal funding.
e. The Local Agency must repay certain federal funding to the Department if:
   1. The Project is cancelled.
   2. An audit determines an overpayment or federal funds were used for ineligible cost items.
   3. The construction of a road on a right-of-way acquisition is not undertaken within twenty (20) years after the fiscal year in which the funds are authorized.
   4. Acquisition of right-of-way or construction of the road for a preliminary engineering project is not undertaken within ten (10) years following the fiscal year in which the project is authorized.

   The Local Agency must repay or establish a repayment plan for the federal funds within forty-five (45) days of notice from the Department.

2. Payment – Reimbursement.

The Department will reimburse the Local Agency upon receipt of reimbursement requests with supporting documentation and certification that costs have been incurred. Reimbursement requests may be submitted monthly or, at a minimum, quarterly. Expenses that are documented and determined to be eligible under 2 CFR Part 200 will be reimbursed based on the Local Agency's required Match. The final Project payment request must be submitted within thirty (30) calendar days of completion of (a) the PS&E package or (b) final payment to the contractor for Construction or Project Work and (c) prior to termination of this Agreement. The Department will not reimburse the Local Agency for costs incurred (a) prior to obligation of federal funding and the effective date of this Agreement; (b) after expiration of this Agreement; or (c) in excess of the federal funding identified in Section 1.

3. Federal, State and Department Requirements.

By entering into this Agreement, the Local Agency certifies and agrees to comply with any applicable Federal and State laws and regulations, and terms and conditions as set forth in:

a. Title 23, U.S. Code Highways and its associated regulations

Regular City Council Meeting 18.
Meeting Date: 12/12/2024
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of Award Recommendation for RFP 25-004 City of Roswell Comprehensive Master Plan and authorize the City Manager to enter into contract negotiations with Able City of El Paso, TX. (Corn/Vickers)

BACKGROUND:
Initiated by: Jessica Vickers

The City posted RFP 25-004 City of Roswell Comprehensive Master Plan on September 22, 2024. Three proposals were received on October 29, 2024. The Evaluation Committee completed its review and recommended awarding this contract to Able City.

FINANCIAL CONSIDERATION

LEGAL REVIEW:
Contract to be reviewed by Legal Department upon award.

BOARD AND COMMITTEE ACTION:
Legal Committee on 11/21/2024 voted 3-0 to refer to Finance Committee. Finance Committee recommended approval (5-0) at their meeting on 12/5/24.

STAFF RECOMMENDATION:
RFP 25-004: Consider recommending approval of Award Recommendation for RFP 25-004 City of Roswell Comprehensive Master Plan and authorize the City Manager to enter into contract negotiations with Able City of El Paso, TX.

Attachments

Award Recommendation Report

Award Recommendation Report

To: Mayor and Council

From: Jessica Vickers, Community Development Manager, Project Manager

Date: November 12, 2024

Subject: Award Recommendation for RFP-25-004
City of Roswell Comprehensive Master Plan

The City of Roswell posted **RFP-25-004, City of Roswell Comprehensive Master Plan,** on September 22, 2024. Three (3) proposals were received on October 29, 2024. This RFP is to qualify a consulting firm to update the City of Roswell Comprehensive Master Plan. The Evaluation Committee completed its review and recommended qualifying and awarding this contract to Able City, LLC. The Purchasing Office concurs with the recommendation from the Project Manager.

The Offerors are listed below:

- Able City, LLC – El Paso, TX
- Consensus Planning, Inc – Albuquerque, NM
- Lydick Engineers & Surveyors, Inc – Clovis, NM

All Offerors were evaluated based on the following criteria:

- Company Experience
- Company Past Performance/References
- Proposed Key Personnel Experience
- Understanding the Scope of Work, Site, and Existing Conditions
- Special Design and Technical Competence of Business
- Proximity to or Familiarity with the Area
- Cost

If you have any comments or questions, please contact me.

Sincerely,

Jessica Vickers,
Community Development Manager,
Project Manager

Regular City Council Meeting
Meeting Date: 12/12/2024
COMMITTEE: N/A
CONTACT: Amalia Martinez
CHAIR: Mayor Pro Tem

Summary:
Approval of the minutes from the Regular City Council meeting on November 14, 2024. (Heldenbrand/Martinez)

Attachments

Draft mins from 11/14/24

Roswell City Council
Roswell Development Services – Conference Room
500 N. Main Street. Suite
Thursday, November 14, 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 reconvened at 6:00 p.m. with Mayor Jennings presiding:

ROLL CALL:	*Councilor Chappell*	*present*
	Councilor Corn	*present*
	Councilor Marrujo	*present*
	Councilor Moore	***absent***
	Councilor Arnold	*present*
	Councilor Oropesa	*present*
	Councilor Heldenbrand	*present*
	Councilor Halvorson	*present via GoToMeeting*
	Councilor Cavin	*present*
	Councilor Johnson	*present*

Councilor Chappell led in the Pledge of Allegiance and Councilor Marrujo led in prayer.

APPROVAL OF THE AGENDA
1. Approval of agenda - approve the agenda for the November 14, 2024, Regular City Council Meeting.

MOTION: Councilor Heldenbrand made a motion to approve the agenda for the November 14, 2024, Regular City Council Meeting with the following changes:

- Move item # 38 – 2024 Strategic Plan for the RAC and place it after item 28 which is the AAC Updates.
- Move Item 39 to the consent agenda - the appointment to the Commission on Aging for Jimmy Masters – Position 4 (1st term 11/14/24 - 03/31/27)
- Pull item # 3 off of the consent agenda
- Pull item # 13 and # 16 from the consent agenda
- The order will be 28, 38, 3, 13 and, 16.

Councilor Cavin was the second.

ROLL CALL:	*Councilor Chappell*	*yes*
	Councilor Corn	*yes*
	Councilor Marrujo	*yes*
	Councilor Moore	***absent***
	Councilor Arnold	*yes*

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	Councilor Oropesa	*yes*
	Councilor Heldenbrand	*yes*
	Councilor Halvorson	*yes via GoToMeeting*
	Councilor Cavin	*yes*
	Councilor Johnson	*yes*

Motion passed 9-0.

APPROVAL OF THE CONSENT AGENDA

2. Approval of consent agenda - approve the consent agenda for the November 14, 2024, Regular City Council Meeting.

MOTION: Councilor Heldenbrand made a motion to approve the consent agenda as amended. Councilor Arnold was the second.

ROLL CALL:	*Councilor Chappell*	*yes*
	Councilor Corn	*yes*
	Councilor Marrujo	*yes*
	Councilor Moore	***absent***
	Councilor Arnold	*yes*
	Councilor Oropesa	*yes*
	Councilor Heldenbrand	*yes*
	Councilor Halvorson	*yes via GoTo*
	Councilor Cavin	*yes*
	Councilor Johnson	*yes*

Motion passed 9-0.

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

4. Approval to grant the City Manager and City Attorney the ability to renegotiate and amend Air Center leases to allow tenants to purchase their own insurance.

5. Approval of the Community Cat Program.

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.

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

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.

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

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

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.

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

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

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.

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.

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.

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.

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.

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.

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.

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Minutes

23. Approval of the Regular City Council meeting minutes on October 10, 2024.
24. Approval of the Special City Council meeting minutes on October 24, 2024.

NON-ACTION ITEMS (Information Items)

25. Low-interest Federal Disaster Loans (Elizabeth Vargas with SBA) *Paul Jones presented the item.*

26. Constituent Service Presentation (Constance Williams) *was not able to attend*

27. Airport Updates (Bobbi Thompson)

28. AAC Updates (Bud Kunkel)

PUBLIC PARTICIPATION ON AGENDA ITEMS

38. Approval of the 2024 Strategic Plan for the RAC. Bobbi Thompson and Bud Kunkel presented this item.

BACKGROUND: 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.

MOTION: Councilor Heldenbrand made a motion to approve the 2024 Strategic Plan for RAC. Councilor Cavin was the second.

VOICE VOTE: 9-0 with Councilor Halvorson participating via GoToMeeting and Councilor Moore being absent.

3. Approval of Proposed Water Leak and Hardship Credits and Disability Water Assistance policies. Hess Yntema presented this item.

BACKGROUND: 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 inability 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

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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.

MOTION: Councilor Heldenbrand made a motion to approve the proposed Water Leak and Hardship Credit Disability Water Assistance Policies. Councilor Arnold was the second.

AMENDED MOTION:
Councilor Heldenbrand made a motion to amend the Water Leak and Hardship Credits "Under Limited Hardship Credit" strike the words *living within the City limits.* Councilor Arnold was the second.

ROLL CALL:	*Councilor Chappell*	*yes*
	Councilor Corn	***no***
	Councilor Marrujo	*yes*
	Councilor Moore	***absent***
	Councilor Arnold	*yes*
	Councilor Oropesa	*yes*
	Councilor Heldenbrand	*yes*
	Councilor Halvorson	*yes via GoToMeeting*
	Councilor Cavin	***no***
	Councilor Johnson	*yes*

Motion passed 7-2.

AS AMENDED ROLL CALL:	*Councilor Chappell*	*yes*
	Councilor Corn	*yes*
	Councilor Marrujo	*yes*
	Councilor Moore	***absent***
	Councilor Arnold	*yes*
	Councilor Oropesa	*yes*
	Councilor Heldenbrand	*yes*
	Councilor Halvorson	*yes via GoToMeeting*
	Councilor Cavin	*yes*
	Councilor Johnson	*yes*

Motion passed 9-0.

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.

BACKGROUND: The Landfill is asking for the following funds to be reallocated:

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- $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.

MOTION: Councilor Corn made a motion to approve to reallocate funds to cover expenses for the infrastructure of $70,240.00, equipment for $581,500 602 and building improvements for 60,000 for a total of $763,858. for fiscal year 2025. Councilor Cavin was the second.

AMENDED MOTION: Councilor Corn made a motion to amend the following changes:

- Change $134,000.00 from Capital Outlay to $60,000 from Capital Outlay – Building Improvements to replace the Fire Suppression System. Councilor Marrujo was the second.

ROLL CALL:	*Councilor Chappell*	*yes*
	Councilor Corn	*yes*
	Councilor Marrujo	*yes*
	Councilor Moore	***absent***
	Councilor Arnold	*yes*
	Councilor Oropesa	*yes*
	Councilor Heldenbrand	*yes*
	Councilor Halvorson	***recusal via GoToMeeting***
	Councilor Cavin	*yes*
	Councilor Johnson	*yes*

Motion passed 8-1.

AS AMENDED ROLL CALL:	*Councilor Chappell*	*yes*
	Councilor Corn	*yes*
	Councilor Marrujo	*yes*
	Councilor Moore	***absent***
	Councilor Arnold	*yes*
	Councilor Oropesa	*yes*
	Councilor Heldenbrand	*yes*
	Councilor Halvorson	*yes via GoToMeeting*
	Councilor Cavin	*yes*
	Councilor Johnson	*yes*

Motion passed 9-0.

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16. Resolution 24-52- adoption of Resolution 24-52 approving budget adjustment for the fiscal year ending June 30, 2025. Item was presented by Toni Gomez

BACKGROUND: 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.

MOTION: Councilor Corn made a motion to adopt Resolution 24-52: approving the budget adjustment for the fiscal year ending June 30, 2025, as amended. Councilor Marrujo was the second.

Amendment: Councilor Corn made a motion to amend the following changes:
Added a transfer for landfill $281,016.16, transfer out from capital to expense acct
Councilor Cavin was the second.

ROLL CALL:	*Councilor Chappell*	*yes*
	Councilor Corn	*yes*
	Councilor Marrujo	*yes*
	Councilor Moore	***absent***
	Councilor Arnold	*yes*
	Councilor Oropesa	*yes*
	Councilor Heldenbrand	*yes*
	Councilor Halvorson	*yes via GoToMeeting*
	Councilor Cavin	*yes*
	Councilor Johnson	*yes*

Motion passed 9-0.

AS AMENDED ROLL CALL:	*Councilor Chappell*	*yes*
	Councilor Corn	*yes*
	Councilor Marrujo	*yes*
	Councilor Moore	***absent***
	Councilor Arnold	*yes*
	Councilor Oropesa	*yes*
	Councilor Heldenbrand	*yes*
	Councilor Halvorson	*yes via GoToMeeting*
	Councilor Cavin	*yes*
	Councilor Johnson	*yes*

Motion passed 9-0.

PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS

Richard D. Hessee – Water Credit

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Doray Hill – FEMA

PUBLIC HEARING(S)

FOR THE RECORD: Councilor Oropesa left the meeting at 7:29 pm.

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. Hess Yntema presented this item.

BACKGROUND: These Ordinances will unrestrict a quarter-cent tax imposed in the late 80s and early 90s. This is consistent with House Bill 479, enacted July 1, 2019.

MOTION: Councilor Heldenbrand made a motion to hold a public hearing to consider adopting proposed Ordinance 24-13. Councilor Cavin was the second.

Those in favor: None
Those opposed: None

ROLL CALL:	*Councilor Chappell*	*yes*
	Councilor Corn	*yes*
	Councilor Marrujo	*yes*
	Councilor Moore	***absent***
	Councilor Arnold	*yes*
	Councilor Oropesa	***absent***
	Councilor Heldenbrand	*yes*
	Councilor Halvorson	*yes via GoTo*
	Councilor Cavin	*yes*
	Councilor Johnson	*yes*

Ordinance was enacted 8-0.

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. Hess Yntema presented the item.

BACKGROUND: 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.

MOTION: Councilor Heldenbrand made a motion to hold a public hearing to consider adopting Ordinance 24-14. Councilor Corn was the second.

Those in favor: None
Those opposed: None

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ROLL CALL:	*Councilor Chappell*	*yes*
	Councilor Corn	*yes*
	Councilor Marrujo	*yes*
	Councilor Moore	***absent***
	Councilor Arnold	*yes*
	Councilor Oropesa	***absent***
	Councilor Heldenbrand	*yes*
	Councilor Halvorson	*yes via GoToMeeting*
	Councilor Cavin	*yes*
	Councilor Johnson	*yes*

Ordinance was enacted 8-0.

31. Ordinance 24-15: Hold a public hearing to consider adopting proposed Ordinance 24-15 Granting Franchise to J & J Rentals, LLC. Abraham Chaparro presented this item.

BACKGROUND: J & J Rentals is a solid waste collection company that wishes to engage in the business of solid waste collection within the City. 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").

MOTION: Councilor Heldenbrand made a motion to hold a public hearing to consider adopting Ordinance 24-15. Councilor Chappell was the second.

FOR THE RECORD: Councilor Arnold left the meeting at 7:35 pm and returned at 7:38 pm.

Those in favor: None
Those opposed: None

ROLL CALL:	*Councilor Chappell*	*yes*
	Councilor Corn	*yes*
	Councilor Marrujo	*yes*
	Councilor Moore	***absent***
	Councilor Arnold	*yes*
	Councilor Oropesa	***absent***
	Councilor Heldenbrand	*yes*
	Councilor Halvorson	*yes via GoToMeeting*
	Councilor Cavin	*yes*
	Councilor Johnson	*yes*

Ordinance was enacted 8-0.

32. Ordinance 24-16: Hold a public hearing to consider adopting proposed Ordinance 24-16 Granting Franchise to Alien Trash. Abraham Chaparro presented this item.

BACKGROUND: Alien Trash is a solid waste collection company that wishes to engage in the business of solid waste collection within the city. 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").

MOTION: Councilor Heldenbrand made a motion to hold a public hearing to consider adopting Ordinance 24-16. Councilor Marrujo was the second.

Those in favor: None
Those opposed: None

ROLL CALL:	*Councilor Chappell*	*yes*
	Councilor Corn	*yes*
	Councilor Marrujo	*yes*
	Councilor Moore	***absent***
	Councilor Arnold	*yes*
	Councilor Oropesa	***absent***
	Councilor Heldenbrand	*yes*
	Councilor Halvorson	*yes via GoToMeeting*
	Councilor Cavin	*yes*
	Councilor Johnson	*yes*

Ordinance was enacted 8-0.

33. Ordinance 24-17: Hold a public hearing to consider adopting proposed Ordinance 24-17 Granting Franchise to Southwest Reclamation, LLC. Abraham Chaparro presented this item.

BACKGROUND: Southwest Reclamation, LLC is a solid waste collection company that wishes to engage in the business of solid waste collection within the City. 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").

MOTION: Councilor Heldenbrand made a motion to hold a public hearing to consider adopting Ordinance 24-17. Councilor Arnold was the second.

Those in favor: None
Those opposed: None

ROLL CALL:	*Councilor Chappell*	*yes*
	Councilor Corn	*yes*
	Councilor Marrujo	*yes*
	Councilor Moore	***absent***

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	Councilor Arnold	*yes*
	Councilor Oropesa	***absent***
	Councilor Heldenbrand	*yes*
	Councilor Halvorson	*yes via GoToMeeting*
	Councilor Cavin	*yes*
	Councilor Johnson	*yes*

Ordinance was enacted 8-0.

34. Ordinance 24-18: Hold a public hearing to consider adopting proposed Ordinance 24-18 Granting Franchise to Clean Haul, LLC. Abraham Chaparro presented the item.

BACKGROUND: Clean Haul is a solid waste collection company that wishes to engage in the business of solid waste collection within the City. 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").

MOTION: Councilor Heldenbrand made a motion to hold a public hearing to consider adopting proposed Ordinance 24-18. Councilor Marrujo was the second.

Those in favor: None
Those opposed: None

ROLL CALL:	*Councilor Chappell*	*yes*
	Councilor Corn	*yes*
	Councilor Marrujo	*yes*
	Councilor Moore	***absent***
	Councilor Arnold	*yes*
	Councilor Oropesa	***absent***
	Councilor Heldenbrand	*yes*
	Councilor Halvorson	*yes via GoToMeeting*
	Councilor Cavin	*yes*
	Councilor Johnson	*yes*

Ordinance was enacted 8-0.

35. Ordinance 24-19: Hold a public hearing to consider adopting proposed Ordinance 24-19 Amending the Roswell City Code, Chapter 6. Hess Yntema presented this item.

BACKGROUND: This Ordinance will make building permits, inspection fees, or other charges created by Ordinance, Resolution, or Department Rule or Regulation that relate to construction or refurbishing of condemned housing $24.00.

MOTION: Councilor Heldenbrand made a motion to hold a public hearing to consider adopting the proposed Ordinance 24-19. Councilor Cavin was the second.

DRAFT

Those in favor: None
Those opposed: None

ROLL CALL:	*Councilor Chappell*	*yes*
	Councilor Corn	*yes*
	Councilor Marrujo	*yes*
	Councilor Moore	***absent***
	Councilor Arnold	*yes*
	Councilor Oropesa	***absent***
	Councilor Heldenbrand	*yes*
	Councilor Halvorson	*yes via GoToMeeting*
	Councilor Cavin	*yes*
	Councilor Johnson	*yes*

Ordinance was enacted 8-0.

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. Hess Yntema presented this item.

BACKGROUND: This Ordinance will dedicate 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.

MOTION: Councilor Corn made a motion to hold a public hearing and consider adopting proposed Ordinance 24-20. Councilor Johnson was the second. AS AMENDED

AMENDED MOTION: Councilor Chappell made a motion to hold a public hearing and consider adopting proposed Ordinance 24-20. With the following changes to part C, All remaining funds shall be *exclusively for wages and equipment for the Roswell Fire Department, Roswell Police Department, Consolidated Dispatch, and Emergency Management.* Councilor Johnson was the second.

Those in favor: None
Those opposed: None

ROLL CALL:	*Councilor Chappell*	*yes*
	Councilor Corn	*yes*
	Councilor Marrujo	*yes*
	Councilor Moore	***absent***
	Councilor Arnold	*yes*
	Councilor Oropesa	***absent***
	Councilor Heldenbrand	*yes*

DRAFT

	Councilor Halvorson	*yes via GoToMeeting*
	Councilor Cavin	*yes*
	Councilor Johnson	*yes*

Motion passed 8-0.

AS AMENDED ROLL CALL:	*Councilor Chappell*	*yes*
	Councilor Corn	*yes*
	Councilor Marrujo	*yes*
	Councilor Moore	***absent***
	Councilor Arnold	*yes*
	Councilor Oropesa	***absent***
	Councilor Heldenbrand	*yes*
	Councilor Halvorson	*yes via GoToMeeting*
	Councilor Cavin	*yes*
	Councilor Johnson	*yes*

Ordinance was enacted 8-0.

FOR THE RECORD: Councilor Halvorson left the meeting at 7:59 pm.

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 premise is located within 300 ft. of the nearest church for The Saucer, LLC d/b/a/ The Saucer, located at 1400 W 2nd Suite O, Roswell, NM 88203. Hess Yntema presented this item.

BACKGROUND: 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 premise is located within 300ft. of the nearest church**.**

MOTION: Councilor Heldenbrand made a motion to hold a public hearing and vote on a restaurant beer and wine light liquor license with on-premises consumption and a waiver as premise located within 300 feet of the nearest church. Councilor Corn was the second.

SWEARING IN: Amalia Martinez, City Clerk swore in everyone wishing to speak on this item.

Those in favor: Isaac Cobos
Those opposed: None

ROLL CALL:	*Councilor Chappell*	*yes*
	Councilor Corn	*yes*

Councilor Marrujo	***no***
Councilor Moore	***absent***
Councilor Arnold	*yes*
Councilor Oropesa	***absent***
Councilor Heldenbrand	*yes*
Councilor Halvorson	***absent***
Councilor Cavin	*yes*
Councilor Johnson	*yes*

Motion passes 6-1.

NEW BUSINESS / REGULAR ITEMS

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). ***Item was moved to the consent agenda at the approval of the agenda.***

CITY MANAGER REPORTS/ANNOUNCEMENTS

Mike Mathews, Deputy City Manager spoke regarding the flood and thanking the community for all of the support and everyone coming together to support.

ADJOURNMENT

Meeting adjourned at 8:23 p.m.

Approved on this 12th day of December 2024.

(City Seal)

_____

Timothy Z. Jennings, Mayor

_____

Amalia Martinez, City Clerk

Regular City Council Meeting 22.
Meeting Date: 12/12/2024
COMMITTEE: Public Safety
CONTACT: Mike Mathews **CHAIR:** Juliana Halvorson

ACTION REQUESTED:
Ordinance 24-22: Hold 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

Regular City Council Meeting 23.
Meeting Date: 12/12/2024
COMMITTEE: N/A
CONTACT: N/A **CHAIR:** Mayor Pro Tem

ACTION REQUESTED:
Approval of Mayor Jennings' recommendation of appointment to the Parks and Recreation Commission Matthew Thomas - Position 8 (1st Term December 12, 2024--March 31, 2028).

BACKGROUND:
Initiated by: Amalia Martinez

The Parks and Recreation Commission 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

Memo Parks and Rec (Matthew Thomas)

ROSWELL
New Mexico

City of Roswell
Office of the Mayor

MEMORANDUM
City of Roswell

To: CITY COUNCIL MEMBERS

From: Timothy Z. Jennings, Mayor

Date: December 12, 2024

Subject: Recommended appointments at the December 12, 2024 City Council Meeting.

Hello All,

Mayor Jennings would like to recommend the appointments listed below to be made at the City Council meeting on December 12, 2024. He will make this recommendation and ask that you approve it that evening.

Parks and Recreation

- Matthew Thomas
  - Position 5 - 1st Term (December 12, 2024 – March 31, 2028)

Sincerely,

/s/ Timothy Z. Jennings approved via phone 12/04/24
Timothy Z. Jennings
Mayor, City of Roswell, NM

/am

PO Box 1838
Roswell, NM 88202-1838
TEL: 575.624.6700
FAX: 575.624.6709
roswell-nm.gov

Regular City Council Meeting 24.
Meeting Date: 12/12/2024
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Ordinance 24-23: authorize to advertise to hold a public hearing on proposed Ordinance 24-23 for emergency loan funding from the New Mexico Environment Department for sewer repairs required after the historical flooding disaster in October 2024. (Corn/MacCornack)

BACKGROUND:
Initiated by: James MacCornack

New Mexico Environment Department has offered City of Roswell an emergency loan to assist with funding sewer repairs that were required after the October 2024 flooding event. NMED has offered $1,040,000 in funding that would be repaid when the City receives FEMA reimbursement for disaster expenses.

FINANCIAL CONSIDERATION
New Mexico Environment Department would provide $1,040,000 to assist with sewer repairs caused by flood disaster. City would repay once FEMA reimbursement is received.

LEGAL REVIEW:
Loan documents have been submitted to City Attorney for review.

BOARD AND COMMITTEE ACTION:
Infrastructure Committee recommended approval (5-0) at their meeting on 11/18/24 to refer to Finance. Finance Committee on 12/5/2024 voted (4-0) to recommend approval to December 2024 City Council.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Ord 24-23
NMED Offer Letter
Project Description
Budget Form
Loan Checklist

ORDINANCE NO. 24-23

AUTHORIZING THE CITY OF ROSWELL (RECIPIENT) TO ENTER INTO AN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT (NMED) FOR THE PURPOSE OF OBTAINING PROJECT FUNDS IN THE AMOUNT OF $1,040,000 DESIGNATING THE USE OF THE FUNDS FOR THE PURPOSE DEFINED IN THE MOST CURRENT PROJECT DESCRIPTION FORM AS APPROVED BY NMED; DECLARING THE NECESSITY FOR THE FUNDS; PRESCRIBING OTHER DETAILS CONCERNING THE FUNDS.

Capitalized terms used in the following preambles are defined in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS the Recipient is a legally and regularly created public body organized under the general laws of the State of New Mexico (State); and

WHEREAS the Recipient now owns, operates, and maintains a public utility constituting a wastewater system (System), which includes a system for disposing of wastes by surface and underground methods; and

WHEREAS, the present System is insufficient and inadequate to meet the needs of the Recipient; and

WHEREAS, the Governing Body of the Recipient has determined that it is in the best interest of the Recipient to accept and enter into the Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE RECIPIENT:

Section 1. DEFINITIONS. As used in the Ordinance, the following terms shall have the meanings specified below, unless the context clearly requires otherwise *(such meanings to be*

equally applicable to both the singular and the plural forms of the terms defined unless the plural form is separately defined):

ACT. The general laws of the State, including the Wastewater Facility Construction Loan Act at sections 74-6A-1 to 74-6A-15 NMSA 1978, as amended; enactments of the governing Body of the Recipient relating to Agreement made by resolution or ordinance, including this Ordinance; and the powers of the Recipient as a public body under authority given by the Constitution and Statutes of the State.

ADDITIONAL SUBSIDIZATION. Assistance provided in the form of grant or principal forgiveness pursuant to section §1383 (i).

AGREEMENT. The agreement between the Recipient and the NMED, pursuant to which funds will be provided to the Recipient to construct the Project and pay eligible costs relating thereto.

ANNUAL AUDIT or SINGLE AUDIT. Financial statements of the Recipient as of the end of each Fiscal Year, audited by an Independent Accountant, consistent with the federal Single Audit Act and the State Auditor's rules.

AUTHORIZED OFFICER. The Recipient's mayor, chief administrative officer, or other officer or employee of the Recipient as designated by the Recipient's Resolution Number 24-53 adopted by the governing body of the Recipient, as amended.

FISCAL YEAR. The twelve-month period commencing on the first day of July of each year and ending on the last day of June of the succeeding year, or any other twelve-month period which the Recipient hereafter may establish as the fiscal year or the System.

FUNDS. Additional subsidization in the form of principal forgiveness.

GOVERNING BODY OF THE RECIPIENT City Council

NMSA. New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

OPERATION AND MAINTENANCE. All reasonable and necessary current expenses of the System, paid or accrued, relating to operating, maintaining, and repairing the System.

ORDINANCE. This Ordinance as amended or supplemented from time to time.

PRINCIPAL FORGIVENESS. The portion of the loan that is not required to be repaid.

PROJECT. The most current NMED approved Project Description listed on the Project Description Form on file with NMED.

PROJECT COMPLETION DATE. Means the date that operations of the completed works are initiated or capable of being initiated, whichever is earlier. This also applies to individual phases or segments.

RECIPIENT. The entity requesting funds pursuant to the Act.

REGULATIONS. Regulations promulgated by the Water Quality Control Commission at 20.7.5 NMAC and New Mexico Environment Department at 20.7.6 – 20.7.7 NMAC.

Section 2. RATIFICATION. All action heretofore taken (not inconsistent with the provisions of the Ordinance) by the Board, the officers, and employees of the Recipient, directed toward the Agreement, is hereby ratified, approved and confirmed.

Section 3. FINDINGS. The Governing Body of the Recipient hereby declares that it has considered all necessary and relevant information and data and hereby makes the following findings:

(A) The execution and delivery of the Agreement pursuant to the Act to provide funds to finance the Project, is necessary and in the interest of the public health, safety, and welfare of the residents of the Recipient and will result in savings of finance costs to the Recipient.

(B) The money available for the Project from all sources other than the Agreement is not sufficient to pay when due the cost of the Project.

(C) The Project is and will be part of the System.

Section 4. SYSTEM. The System shall continue to constitute a wastewater system and shall be operated and maintained as such.

Section 5. AUTHORIZATION OF PROJECT. The acquisition and construction of the Project and payment of eligible items as set forth in the Regulations from proceeds of the Agreement is hereby authorized at a cost not to exceed **the amount of $1,040,000** excluding any cost of the Project to be paid from any source other than the proceeds of the Agreement.

Section 6. AUTHORIZATION OF AGREEMENT.

(A) For the purpose of protecting the public health, conserving the property, and protecting the general welfare of the residents of the Recipient and acquiring the Project, it is hereby declared necessary that the Recipient, pursuant to the Act and the Regulations execute and deliver the Agreement, and the Recipient is hereby authorized to execute and deliver the Agreement. The NMED has agreed to disburse the proceeds according to the terms of the Agreement to the Recipient over the construction period of the Project. The principal forgiveness amount **shall not exceed $1,040,000** without the adoption of another Ordinance amending the Ordinance by the Governing Body of the Recipient.

(B) The Recipients hereby authorized to accept additional subsidization of $1,040,000, in the form of principal forgiveness under the terms of the Loan Agreement.

(C) The Recipients is a sub-recipient of federal funding and is responsible for complying with specific federal requirements and conditions of that funding. If the Recipients

fails to satisfy any federal requirements or conditions, the Recipient may be required to refund any funds disbursed to the Recipient from NMED as part of this agreement.

(D) The form of the Agreement is approved. The Authorized Officer is hereby directed to execute and deliver the Agreement and any extensions of or amendments to any such document to be executed after completion of the Project, or any substitution therefore, with such changes therein consistent with the Ordinance and as shall be approved by an Authorized Officer whose execution thereof, or any extension thereof, or substitution therefore, in their final forms shall constitute conclusive evidence of their approval and compliance with this section.

(E) From and after the date of the initial execution and delivery of the Agreement, Authorized Officers, agents, and employees of the Recipient are authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Ordinance and the Agreement .

Section 7. OPERATION OF PROJECT. The Recipient will operate and maintain the Project so that it will function properly over its structural and material design life.

Section 8. USE OF PROCEEDS. The NMED shall disburse Funds pursuant to the Agreement for NMED approved costs incurred by the Recipient for the Project.

Section 9 ENFORCEMENT VENUE. The NMED retains the right to seek enforcement of the terms of the Agreement. If the NMED and the Recipient cannot reach agreement regarding disputes as to the terms and conditions of this Agreement, such disputes are to be resolved promptly and expeditiously in the district court of Santa Fe County. The Recipient agrees that the district court for Santa Fe County shall have exclusive jurisdiction over the Recipient and the subject matter of this Agreement and waives the right to challenge such jurisdiction.

Section 9. AMENDMENT OF ORDINANCE. This Ordinance may be amended with the prior written consent of the NMED.

Section 11. SEVERABILITY CLAUSE. If any section, paragraph, clause or provision of the Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

Section 12. REPEALER CLAUSE. All bylaws, orders, Ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, Ordinance, or part thereof, heretofore repealed.

(RECIPIENT SHOULD ADD SIGNATURE PAGE AS USUAL AND CUSTOMARY)

Delivered Electronically

October 28, 2024

Timothy Jennings, Mayor
City of Roswell
425 N. Richardson
Roswell, New Mexico 88201

RE: NMED CPB Clean Water State Revolving Fund Loan Program Funding for the 2024 Roswell Flood Emergency Sewer Repairs

Dear Mayor Jennings,

The New Mexico Environment Department (NMED) Construction Programs Bureau (CPB) makes the following funding offer:

Principal Forgiveness Funding $1,040,000

Federal requirements will apply: American Iron and Steel, Environmental Review, Davis-Bacon Wage Rates, Fiscal Sustainability Plan, Civil Rights Compliance, Generally Accepted Accounting Practices, and Useful Life substantiation.

Should this event be designated a Presidentially declared major disaster, the NMED will work with the City to go through the FEMA/CWSRF Memorandum of Understanding process to seek reimbursement to the New Mexico CWSRF.

This offer is made pursuant to the February 19, 2024, Secretary of Environment delegation order.

Sincerely,

Kelsey Rader Digitally signed by Kelsey Rader
Date: 2024.10.29 14:57:30 -06'00'

Kelsey Rader
Acting NMED CPB Bureau Chief

cc: James MacCornack, P.E., City of Roswell Senior Engineer
Louis Najar, P.E., City of Roswell City Engineer
Toni Gomez, City of Roswell Deputy Treasurer
Brandon Kalinowski, NMED CPB Project Engineer
Maria Molina, NMED CPB Project Administrator
Rhonda Holderman, NMED CPB Financial Manager for Loans and Grants

SCIENCE | INNOVATION | COLLABORATION | COMPLIANCE
1190 Saint Francis Drive, PO Box 5469, Santa Fe, New Mexico 87502-5469 | www.env.nm.gov

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

PROJECT DESCRIPTION

PROGRAM: CWSRF

NAME OF BORROWER: City of Roswell

PROJECT NUMBER: CWSRF 150

FUNDING AMOUNT: $1,040,000

To repair and replace sewer line breaks incurred from October 2024 flooding.

Signatory Authority (Signature) **NMED Project Manager Approval** **Date**

Signatory Authority (Print Name)

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

BUDGET FORM

PROGRAM: CWSRF

DATE:		**PROJECT #** CWSRF 150	
NAME OF ENTITY: City of Roswell			
CLASSIFICATION	**NMED-Program**	**OTHER FUNDS**	**TOTAL**
Administrative Expenses	Ineligible		
Engineer Fees			
Other Professional Service Fees			
Inspection Fees			
Property Acquisition			
Construction Cost	$1,040,000		
Equipment			
Other Costs (specify)			
Contingencies			
TOTAL:	$1,040,000		

Sources of Other Funds (Identify): _____
(Include matching requirements)
_____

Other funds, are they committed? ☐ Yes ☐ No
If not, when do you expect commitment? _____

_____

Date: _____

X _____
NMED Project Manager Approval

X _____
Signatory Authority (Signature)

X _____
Signatory Authority (Print Name)

CLEAN WATER STATE REVOLVING FUND (CWSRF) PROGRAM LOAN PROCESSING PACKAGE CHECKLIST

This checklist is designed to assist in the process of submitting required financial documentation to the New Mexico Environment Department (NMED) Construction Programs Bureau (CPB) for CWSRF funding. This checklist is for your records and does not need to be returned.

All documents should be submitted electronically.

I. DOCUMENTS THAT NEED TO BE CREATED, SIGNED AND/OR COMPLETED AND SUBMITTED TO NMED

(Samples of Loan Ordinance and Resolution attached)

1) _____**Loan Ordinance** - *(a DRAFT for NMED review must be approved by NMED prior to going to council/commission/board for adoption)* ***Must be signed by Entity Executive Officer and must be notarized.***

2) _____**Resolution authorizing the assignment of Authorized Officer(s) and Signature Page** - *(The Resolution Number listed in the Loan Ordinance under Section 1 Definitions under Authorized Officer will come from this Resolution.)* ***All forms/documents other than the Loan Ordinance must be signed by the person listed as authorized on this form.***

3) _____**Project Description**

4) _____**Project Budget**

II. SUPPORTING DOCUMENTATION NEEDED-

5) _____**Certificate demonstrating adequate property, liability, and fidelity insurance**

6) _____**Loan Ordinance meeting minutes and copy of advertisement for adoption of Loan Ordinance** *(due to NMED 45 days after adoption of Loan Ordinance)*

The loan agreement and promissory note will be sent after all documents in the first section are complete. NMED will not execute the loan until all documents in I and II are submitted.