LEGAL COMMITTEE MEETING AGENDA

Thursday, JANUARY 30, 2025 AT 2:00 P.M.
City Hall Large Conference Room
425 N. Richardson Ave., Roswell, New Mexico 88201

Chair: Ed Heldenbrand, Ward 3
Vice Chair: Christopher Cortez, Ward 3
Members: Juan Oropesa, Ward 1
Robert Corn, Ward 4
Carlos Marrujo Jr., Ward 5
Staff Liaison: Hessel E. Yntema IV.

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

NON-ACTION ITEMS

1. Community Development Center
2. Safety Department Report December 2024
3. HR Monthly Report for December 2024
4. Legal Communications- Settlements November/December 2024 and January 2025.
5. City Clerk Department Report
6. Discussion of RFP for development of municipal near Cielo Grande. (Hess Yntema)

REGULAR ITEMS

7. Resolution 25-XX: consider recommending the adoption of Resolution 25-XX shall require the removal or demolition of four (4) dilapidated structures. (Toby Franco)
8. RFP 25-005: consider recommending approval of RFP 25-005 William Chesser Farm Lease. (Todd Verciglio)
9. Approval of authorization for ratification of the expenditure of $179,216.33, over $60,000.00, to procure engineering services from Molzen Corbin for the NCAR triangle site survey. (Jenna Lanfor)
10. Approval of authorization for ratification of the expenditure of $186,050.93, over $60,000.00, to procure engineering services from Molzen Corbin for a terminal improvement design. (Jenna Lanfor)
11. Approve license agreement, or agreement substantially similar to that presented, between Reno Air Racing Association (RARA) and City of Roswell (COR). (Hess Yntema)
12. Ordinance 25-XX: consider recommendation to authorize to advertise for a public hearing to consider adopting proposed Ordinance 25-XX amending the Municipal Campaign Finance Code. (Councilor Heldenbrand)

CHAIR COMMENTS, REPORTS, ANNOUNCEMENTS

PUBLIC PARTICIPATION

ADJOURN

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1975 and Resolution 24-23.

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.

Printed and posted: 01/27/2025

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Please join my meeting from your computer, tablet or smartphone.
https://global.gotomeeting.com/join/994272373

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United States: +1 (872) 240-3412 Access Code: 994-272-373

Legal Committee

Meeting Date: 01/30/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

Summary:

APPROVAL OF MINUTES

Attachments

Draft- Minutes 11/21/24

Regular Meeting of the Legal Committee
Held in the Roswell City Hall
Thursday November 21, 2024

Notice of this meeting was given to the public in compliance with NMSA 1978 §10-15-1 through 4 and Resolution 24-23.

ROLL CALL

The meeting convened at 3:35 PM with Chair Heldenbrand presiding, , Councilor Corn present, and Vice Chair Chappell participating via phone with Councilor Oropesa and Councilor Marrujo being absent.

Staff present: Vicky Eaton, Christopher J. Nairn-Mahan, Clint Caldwell, Shelly Bell, Della Andazola, Amalia Martinez, Jessica Vickers, Miguel Martinez, Toby Franco, Mike Mathews.

Guests present: Rita Kane-Doehoefer, Paul Jones, Elizabeth Vargas, Doray Hill, Becky Joyce, Kendall Joyce, Ronald Jovero, Ken Barb, Greg Alpers.

Public present via GoToMeeting: Irma Perez, Terry Haber, Melissa Garcia, 8 guest.

APPROVAL OF AGENDA

Councilor Corn moved to approve the Legal Committee meeting agenda as presented. Councilor Chappell was the second. A voice vote was 3-0, and the motion passed with Councilor Chappell participating via phone, and Councilors Marrujo and Oropesa being absent.

APPROVAL OF MINUTES

Councilor Corn moved to approve the Legal Committee meeting minutes as presented from October 24, 2024. Councilor Chappell was the second. A voice vote was 3-0 and the motion passed with Councilor Chappell participating via phone, and Councilors Marrujo and Oropesa being absent.

NON-ACTION ITEMS

2. Community Development Department Report- Numbers for October 2024 Business License issued were a total of 203, with 169 going to renewed license, 30 new license, 4 temporary permits. 64 total permits issued in the month of October.
3. HR Monthly Report- Reported 14 new employees, 5 promotions, and 21 exits. Turnover rate for the month of August was 3.3% and 30.3% for the year and a vacancy rate of 21.3%. Payroll count for October 18, 2024 to October 31, 2024 was 637 total employees paid.
4. City Clerk Department Monthly Report- Update on monthly activities by the department. NextRequest for October 10, 2024 to November 11, 2024 reported 58 open request, 45 city clerk, 6 PVRCC (Chaves County Sherriff's Office), 200 Roswell Police Department. Total invoices 137.

DRAFT

5. Legal Department Communications- No administratively execute leases and no administratively executed settlements for the months of October/ November 2024.
6. Safety Department Monthly Report-Number for October 2024 were presented by Shelly Bell showing a total of 16 incidents and 6 of them were due to 3rd party.

REGULAR ITEMS

7. **Ordinance 24-XX: consider recommendation to authorize to advertise for a public hearing to consider adopting Ordinance 24-XX n Ordinance to amend certain sections of the zoning ordinance appendix A of the Roswell City Code related to Residential Districts, Article 12 and Article 14.** This item was presented by Miguel Martinez.

   Planning & Zoning Administrator Text Amendments Proposed by City Councilor Cristina A. Arnold. Based upon the Land Use and Zoning Considerations, Staff recommends that the Planning & Zoning Commission review, introduce a motion, and vote on a recommendation to City Council regarding Roswell Zoning Ordinance Proposed Text Amendments pertaining to Articles 12 and 14 as written or amended.

   Item dies for a lack of a motion.

8. **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 contract negotiations with Able City of El Paso TX.** This item was presented 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.

   Councilor Corn moved to consider recommending approval of Award Recommendation for RFP 25-004 City of Roswell Comprehensive Master Plan and authorize the City Manager to enter contract negotiations with Able City of El Paso to the Finance Committee. Councilor Chappell was the second. A voice vote was taken 3-0 and the motion was passed with with Councilor Chappell participating via phone, and Councilors Marrujo and Oropesa being absent.

9. **Resolution 24-XX: consider recommending adoption of Resolution 24-XX shall require the removal or demolition of one (1) dilapidated structure**. This item was present by Toby Franco.

   These structures constitute a public nuisance harmful to the public health,

safety and general welfare.

Councilor Corn moved Resolution 24-XX: consider recommending adoption of Resolution 24-XX shall require the removal or demolition of one (1) dilapidated structure to City Council for consent agenda. Councilor Chappell was the second. A voice vote was taken 3-0 and the motion was passed with with Councilor Chappell participating via phone, and Councilors Marrujo and Oropesa being absent.

CHAIR COMMENTS, REPORTS, ANNOUNCEMENTS
NONE

PUBLIC PARTICIPATION
Rita Kane-Doehoefer spoke regarding the County's Master Plan.

ADJOURN
The meeting adjourned at 4:36 p.m.

DRAFT

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 1.

Legal Committee
Meeting Date: 01/30/2025
COMMITTEE: Legal
CONTACT: N/A **CHAIR:** N/A

DEPARTMENT NAME:
Community Development Center

Attachments

CDC Monthly December 2024

CITY OF ROSWELL
COMMUNITY DEVELOPMENT CENTER
Month: December 2024

CODE ENFORCEMENT	This Month	This Month 2023	YTD*	2023 YTD*
Notices Mailed	**340**	394	**3,462**	3,678
Voluntary Compliance	**151**	204	**1,703**	2,006
No. of Cases Filed	**1**	0	**70**	32
No. Cases Dismissed	**0**	1	**16**	11
Resolution	**7**	1	**67**	73
Weeds	**115**	179	**1,840**	2,050
Inoperable Vehicles	**43**	25	**326**	192
Litter	**42**	38	**324**	269
Unsanitary Premises	**45**	41	**329**	302
Signs	**5**	20	**124**	96
Zoning	**0**	0	**1**	0
Obstructions	**2**	4	**63**	69
Public Nuisances	**80**	87	**447**	700
Garage Sales No permit	**8**	0	**8**	0

BUSINESS LICENSES	This Month	This Month 2023	YTD*	2023 YTD*
Total Licenses Issued	**184**	121	**934**	883
Renewed Licenses	**144**	103	**716**	668
New Licenses	**12**	13	**149**	134
Temporary Permits Issued	**28**	5	**73**	81
Receipts	**$6,954**	$4,396	**$39,641**	$37,345.00

*Figures calculated to reflect FYTD

BUILDING INSPECTIONS	This Month	Permits Applied This Month 2023 & Fees Collected	Permits Applied YTD*	Permits Applied 2023 YTD*
Residential-New	**1**	4	**26**	18
Residential - Other	**53**	23	**219**	205
Commercial-New	**0**	1	**6**	5
Commercial - Other	**20**	10	**64**	68
Total Permits Issued	**74**	38	**315**	296
Total Fees Collected	**$13,048.80**	$4,174.80	**$148,616.42**	$44,309.20

PLUMBING/MECH INSPECTIONS	This Month	Permits Applied This Month 2023	Permits Applied YTD*	Permits Applied 2023 YTD*
Plumbing & Mechanical Permits—Residential	**58**	31	**294**	226
Plumbing & Mechanical Permits—Commercial	**9**	20	**66**	75
Total Permits Issued	**67**	51	**360**	301
Total Fees Collected	**$3,031.75**	$1,916	**$17,661.00**	$8,724.75

ELECTRICAL INSPECTIONS	This Month	Permits Applied This Month 2023	Permits Applied YTD*	Permits Applied 2023 YTD*
Electric Permits—Residential	**32**	30	**167**	210
Electric Permits—Commercial	**6**	11	**66**	58
Total Permits Issued	**38**	41	**233**	268
Total Fees Collected	**$3,534.11**	$1,262	**$24,261.01**	$12,201.28

*Figures calculated to reflect FYTD

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 2.

Legal Committee
Meeting Date: 01/30/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

DEPARTMENT NAME:

Safety Department Report December 2024

Attachments

December 2024 Safety Report

December 2024 Safety Report

Safety

ACCIDENT OR INCIDENT / 3RD PARTY		
DEPARTMENT	1-Dec	3rd PARTY
AIR CENTER	0	0
ANIMAL SERVICES	3	1
AQUATIC CENTER	0	0
CEMETERY	0	0
CENTRAL CONTROL	0	0
CITY CLERK	0	0
CODE ENFORCEMENT	0	0
DISPATCH	0	0
CONVENTION CENTER	0	0
ENGINEERING	0	0
FACILITIES MAINTENANCE	0	0
FIRE DEPARTMENT	0	0
GOLF	0	0
HR/Safety	0	0
IT	0	0
LEGAL	0	0
LIBRARY	0	0
MUSEUM	0	0
PARKS	0	0
POLICE DEPARTMENT	3	2
REC CENTER	0	0
PUBLIC AFFAIRS	0	0
SPECIAL ELECTRONICS	0	0
SOLID WASTE	3	0
STREETS	5	4
TRANSIT/FLEET	1	1
WATER	0	0
WWTP	0	0
ZOO	0	0
TOTAL	15	8

INCIDENT COMPARISONS			
MONTH	2024	2023	2022
JANUARY	32	30	6
FEBRUARY	28	38	4
MARCH	20	36	5
APRIL	20	30	5
MAY	20	23	3
JUNE	22	21	14
JULY	15	27	25
AUGUST	18	41	37
SEPTEMBER	10	44	24
OCTOBER	17	31	41
NOVEMBER	14	21	20
DECEMBER	15	15	38
TOTAL	231	357	222

DEPARTMENT	PROPERTY	3rd PARTY
Solid Waste	1	0
Police	1	0
Streets	5	4
TOTAL	7	4

DEPARTMENT	MVA	3rd PARTY
Animal Services	1	0
Police	1	0
Solid Waste	1	0
TOTAL	3	0

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December 2024 Safety Report

Safety

ACCIDENT / INCIDENT BY DEPARTMENTS YTD													
DEPARTMENT / MONTH	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
AIR CENTER	2	2	0	1	0	0	0	0	0	0	0	0	5
ANIMAL SERVICES	0	0	0	1	0	2	1	2	0	0	1	3	10
AQUATIC CENTER	0	0	1	0	0	3	0	0	0	1	0	0	5
CEMETERY	0	0	0	0	1	1	0	0	0	1	0	0	3
CENTRAL CONTROL	0	0	0	0	0	0	0	0	0	0	0	0	0
CITY CLERK	0	0	0	0	0	0	0	0	0	0	0	0	0
CODE ENFORCEMENT	0	0	0	0	0	0	1	0	0	0	0	0	1
DISPATCH	0	0	0	1	0	0	0	0	0	0	0	0	1
CONVENTION CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0
ENGINEERING	0	0	0	0	1	0	0	0	0	0	0	0	1
FACILITIES MAINTENANCE	0	0	0	0	1	0	0	1	0	2	0	0	4
FIRE DEPARTMENT	4	4	3	1	2	2	1	3	1	4	2	0	27
GOLF	2	2	0	1	0	0	0	0	0	0	0	0	5
HR/SAFETY	0	0	1	0	0	0	0	0	0	0	0	0	1
IT	0	0	0	0	0	0	0	0	0	0	0	0	0
LEGAL	1	1	0	0	0	0	0	0	0	0	0	0	2
LIBRARY	1	1	0	0	1	0	0	0	0	0	0	0	3
MUSEUM	5	5	0	0	0	0	0	0	0	0	0	0	10
PARKS	1	1	0	1	0	2	2	1	0	0	1	0	9
POLICE DEPARTMENT	5	3	4	8	6	5	4	8	4	2	3	3	55
REC CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0
PUBLIC AFFAIRS	0	0	0	0	0	0	1	0	1	2	0	0	4
SPECIAL ELECTRONICS	0	0	0	0	0	0	0	0	0	0	0	0	0
SOLID WASTE	3	3	6	1	4	3	2	2	1	1	1	3	30
STREETS	0	0	3	2	1	1	3	0	1	0	1	5	17
TRANSIT/FLEET	3	2	0	0	0	1	0	1	0	3	5	1	16
WATER	2	2	1	3	0	1	0	0	0	0	0	0	9
WWTP	3	2	1	0	1	1	0	0	1	0	0	0	9
ZOO	0	0	0	0	2	0	0	0	1	0	0	0	3
TOTALS	32	28	20	20	20	22	15	18	10	16	14	15	230

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December 2024 Safety Report

Safety

DEPARTMENT	INJ./ILL	3rd PARTY
Animal Services	2	2
POLICE	2	2
Solid Waste	1	0
TOTAL	5	4

INJURY/DAMAGE	Description	3RD PARTY
Rib injury	Caught between	Yes
Head injury	Struck by	Yes
Left Shoulder injury	Struck by	Yes
Broken R Hand	Caught between	Yes
Shoulder, hip and elbow	Trip and fall	No

JANUARY 2024 - DECEMBER 2024		
MONTH/YEAR	Total Training	EMPLOYEE #S
JANUARY	1430	30
FEBRUARY	368	76
MARCH	389	28
APRIL	588	109
MAY	1042	145
JUNE	440	108
JULY	1327	176
AUGUST	1313	261
SEPTEMBER	892.5	315
OCTOBER	801	232
NOVEMBER	161	96
DECEMBER	486.3	138
YTD TOTALS	9,238	1,714

JANUARY 2024 - DECEMBER 2024		
MONTH/YEAR	Total Training	EMPLOYEE #S
JANUARY	1430	30
FEBRUARY	368	76
MARCH	389	28
APRIL	588	109
MAY	1042	145
JUNE	440	108
JULY	1327	176
AUGUST	1313	261
SEPTEMBER	892.5	315
OCTOBER	801	232
NOVEMBER	161	96
DECEMBER	354.5	57
YTD TOTALS	9,106	1,633

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ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 3.

Legal Committee
Meeting Date: 01/30/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

DEPARTMENT NAME:
HR Monthly Report for December 2024

Attachments

HR Monthly Report
Personnel Monthly Changes
Employee Turnover Report
Vacancy Report

JANUARY 2025 HUMAN RESOURCES MONTHLY REPORT

For December, the City hired 11 new employees, 8 promotions and 25 exits which included 4 retirements.

Our turnover rate for the month of December is 4.02%, for the year so far it is 36.9%.

Our Vacancy Rate is 24.3%.

Payroll count for December 27, 2024 – January 9, 2025 was:

Total no hours/monies employees- 4
Workers Comp employees- 2
Total paid employees -615
Total employees - 621

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City of Roswell, NM

Personnel Changes for the Month of
December 2024

FT = FULL TIME SR = SALARY PT = PART TIME TP = TEMPORARY INT = INTERIM

NEW HIRE

	Date	Name	Position	Department	Status
1.	12/3/24	ARRON COLLIER	HR ADMIN. ASST. TEMP	HUMAN RESOURCES	TP
2.	12/6/24	ISABELLA VASQUEZ	OFFICE ASSISTANT POLICE	POLICE	FT
3.	12/9/24	JAMES SMITH	VEHICLE OPERATOR	TRANSIT	FT
4.	12/16/24	TAYLOR CHILES	WATER MAINTENANCE WORKER I	WATER MAINTENANCE & TRANS.	FT
5.	12/16/24	AMANDA GALLEGOS	WATER CUSTOMER SERVICE CLERK	WATER CUSTOMER SERVICE	FT
6.	12/16/24	RUDI MONTOYA	DISPATCH	CONSOLIDATED DISPATCH	FT
7.	12/16/24	STEPHANIE HUNTER	WATER CUSTOMER SERVICE BILLING CLER	WATER CUSTOMER SERVICE	FT
8.	12/16/24	MARTIN GAMEZ	AUTOMATED COLLECTION OPERATOR	SANITATION	FT
9.	12/13/24	KENDALL SORIA	FACILITES MAINTENANCE ADMIN SR	FACILITIES MAINTENANCE	FT
10.	12/30/24	SABINO ROMERO	GROUNDS MAINTENANCE WORKER	GOLF	FT
11.	12/30/24	PAUL BURROW	GOLF SHOP SR ATTENDANT	GOLF	FT
12.					

TRANSFERS

	Date	Name	Position	Department	Status
1.					
2.					
3.					

PROMOTIONS

	Date	Name	Position	Department	Status
1.	12/13/24	THOMAS PLUMMER	RECREATION LEADER	RECREATION	FT
2.	12/13/24	ANDREW VALADEZ	UTILITY DIRECTOR	PUBLIC WORKS	SR
3.	12/13/24	SCOTT ODELL	WORKFLOW COORDINATOR/INSP.	PUBLIC WORKS	FT
4.	12/13/24	RAMON ZAPATA	METER MAINTENANCE TECH	PUBLIC WORKS	FT
5.	12/13/24	JORDON ISLEY	METER MAINTENANCE TECH	PUBLIC WORKS	FT
6.	12/13/24	CRISTINE FORD	UTILITIES BILLING CS LEAD	WATER CUSTOMER SERVICE	FT
7.	12/13/24	FERNANDO GARCIA	BATTALION CHIEF	FIRE	SR
8.	12/27/24	OMAR GONZALEZ	DEPUTY DIRECTOR	RIAC	SR

DEMOTIONS

	Date	Name	Position	Department	Status
1.					
2.					
3.					
4.					

EXITS

	Date	Name	Position	Department	Status
1.	12/2/24	LEVI MEJIA	FACILITIES MAINTENANCE LABOR	FACILITIES	FT
2.	12/2/24	ANTHONY CROYLE	AUTOMATED COLLECTION OPERATOR	SANITATION	
3.	12/2/24	JUSTIN STEWART	FACILITIES MAINTENANCE SPECIALIST	FACILITIES	FT
4.	12/3/24	STEVEN BECKER	KENNEL WORKER	ANIMAL CONTROL	FT
5.	12/5/24	ANDRES RINCON	LABORER	PARKS	FT
6.	12/6/24	AMIR LINARES	GROUNDS MAIN WORKER PARKS	PARKS	FT
7.	12/10/24	LOGAN BRITTON	KENNEL WORKER	ANIMAL CONTROL	FT
8.	12/10/24	SARA BECHTEL	ZOO KEEPER	ZOO	FT
9.	12/10/24	RAFAEL QUEZADA	ZOO KEEPER	ZOO	FT
10.	12/16/24	APOLLONIA ANDAZOLA	BASKETBALL OFFICIAL TEMP	RECREATION	PT
11	12/16/24	CLARINDA HUEBNER	ADMINISTRATIVE ASSISTANT SR	FACILITIES	FT
12.	12/12/24	AUSTIN CALLAWAY	WATER METER	WATER CUSTOMER SERVICE	FT
16.	12/19/24	WALTER GENSLER	LABORER	PARKS	FT
17.	12/19/24	WILLIAM SWANN	BASKETBALL OFFICIAL TEMP	RECREATION	PT
18.	12/26/24	MIGUEL MARTINEZ	PLANNER II	PLANNING & ZONING	FT
19.	12/26/24	CODY MONTGOMERY	METER READER	WATER CUSTOMER SERVICE	FT
20.	12/30/24	RENE OTERO	AUTOMATED COLLECTION OPERATOR	SANITATION	FT
21.	12/31/24	MATTHEW CHAPPELL	CITY COUNCILOR WARD 3	ELECTED OFFICIAL	FT

RETIREMENT

	Date	Name	Position	Department	Status
1.	12/18/24	THOMAS GRAHAM	FIRE LIEUTENANT 2	FIRE	FT
3.	12/26/24	ADAM FENNER	FIRE APPARATUS OPERATOR 2	FIRE	FT
2.	12/31/24	LORENZO SANCHEZ	UTILITY DIRECTOR	PUBLIC WORKS	SR
4.	12/31/24	RONALD D. SMITH	POLICE LIEUTENANT	POLICE	FT

Employee Turnover

Period Start Date: 12/1/2024
Period End Date: 12/31/2024

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
Location: 4011 ELECTED OFFICIALS		**11**	**11**	**0**	**0.00%**
1001	MAYOR	1	1	0	0.00%
1002	MAYOR PRO TEM	1	1	0	0.00%
1003	CITY COUNCILOR WARD 1	2	2	0	0.00%
1004	CITY COUNCILOR WARD 2	2	2	0	0.00%
1005	CITY COUNCILOR WARD 3	1	1	0	0.00%
1006	CITY COUNCILOR WARD 4	2	2	0	0.00%
1007	CITY COUNCILOR WARD 5	2	2	0	0.00%
Location: 4013 ADMINISTRATION		**3**	**3**	**0**	**0.00%**
1008	CITY MANAGER	1	1	0	0.00%
1012	DEPUTY CITY MANAGER	1	1	0	0.00%
1435	PROJECT MANAGER	1	1	0	0.00%
Location: 4015 CITY CLERK		**4**	**4**	**0**	**0.00%**
1019	CITY CLERK	1	1	0	0.00%
1020	DEPUTY CITY CLERK	1	1	0	0.00%
1285	CITY CLERK OFFICE ASSISTANT	2	2	0	0.00%
Location: 4021 MUNICIPAL COURT		**7**	**7**	**0**	**0.00%**
1022	DEPUTY COURT CLERK	3	3	0	0.00%
1023	MUNICPAL JUDGE	1	1	0	0.00%
1024	BAILIFF	1	1	0	0.00%
1025	COMPLIANCE OFFICER	1	1	0	0.00%
1336	COURT ADMINISTRATOR	1	1	0	0.00%
Location: 4041 FINANCIAL ADMINISTRATION		**13**	**13**	**0**	**0.00%**
1028	ACCOUNTING TECHNICIAN II	2	2	0	0.00%
1030	ACCOUNTANT	2	2	0	0.00%
1033	PAYROLL ADMINISTRATOR	1	1	0	0.00%
1034	DEPARTMENT DIRECTOR FINANCE	1	1	0	0.00%
1036	PURCHASING AGENT	1	1	0	0.00%
1037	PURCHASING TECHNICIAN	1	1	0	0.00%
1273	ACCOUNTING SUPERVISOR	1	1	0	0.00%
1296	GRANT/PROJECT COORDINATOR	1	1	0	0.00%

Employee Turnover

Period Start Date: 12/1/2024
Period End Date: 12/31/2024

1409	ACCOUNTS RECEIVABLE	1	1	0	0.00%
1424	FINANCE LIASON	1	1	0	0.00%
1449	PAYROLL SPECIALIST	1	1	0	0.00%
Location: 4051 LEGAL		**4**	**4**	**0**	**0.00%**
1013	DEPUTY CITY ATTORNEY	1	1	0	0.00%
1339	PARALEGAL	1	1	0	0.00%
1405	CITY ATTORNEY APPOINTED	1	1	0	0.00%
1455	CONTRACTS & CLAIMS ADMIN	1	1	0	0.00%
Location: 4061 HUMAN RESOURCES		**8**	**9**	**0**	**0.00%**
1042	DEPARTMENT DIRECTOR H.R.	1	1	0	0.00%
1287	SAFETY COORDINATOR	1	1	0	0.00%
1427	HUMAN RESOURCES SUPERVISOR	1	1	0	0.00%
1443	TRAINING SPECIALIST CDL	1	1	0	0.00%
1447	EMPLOYEE/BENEFITS SUPERVISOR	1	1	0	0.00%
1451	HUMAN RESOURCES SPECIALIST	2	2	0	0.00%
1463	HR ADMIN ASSISTANT TEMP	0	1	0	0.00%
1465	HR/SAFETY GENERALIST	1	1	0	0.00%
Location: 4071 FACILITIES MAINTENANCE		**12**	**10**	**3**	**27.27%**
1043	CUSTODIAN	1	1	0	0.00%
1045	FACILITIES MAINT. SPECIALIST	4	3	1	28.57%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
3786	STEWART, JUSTIN	1045102	FACILITIES MAINT. SPECIALIST	3/17/2021	12/2/2024

1046	FACILITIES MAINT. SPEC SR.	1	1	0	0.00%
1259	PROJECT AND FACILITY MANAGER	1	1	0	0.00%
1319	ADMIN. ASST. SENIOR FACILITIES	1	1	1	100.00%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
3682	HUEBNER, CLARINDA	1319101	ADMIN. ASSISTANT FACILITIES	3/2/2020	12/16/2024

1379	FAC. MAINTENANCE HVAC SPEC SR.	1	1	0	0.00%
1440	FACILITIES MAINT. LABORER	2	1	1	66.67%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4383	MEJIA, LEVI	1440101	FACILITIES MAINTENACE LABORER	8/28/2023	12/2/2024

1445	FAC. MAINT. LOCKSMITH TECH	1	1	0	0.00%
Location: 4074 FLEET MAINTENANCE		**1**	**1**	**0**	**0.00%**

Employee Turnover

Period Start Date: 12/1/2024
Period End Date: 12/31/2024

1340	VEHICLE MAINTENANCE SUPERVISOR	1	1	0	0.00%	
Location: 4111 POLICE DEPARTMENT		**114**	**116**	**0**	**0.00%**	Added +1
1043	CUSTODIAN	1	1	0	0.00%	
1049	OFFICE ASSISTANT POLICE	7	7	0	0.00%	
1050	ADMIN. ASSISTANT SR. POLICE	2	2	0	0.00%	
1053	POLICE SERV AIDE CAREER PATH	3	4	0	0.00%	G.Brady NH 1/3/25
1054	POLICE RECRUIT	4	4	0	0.00%	
1055	POLICE OFFICER 1	24	24	0	0.00%	
1056	POLICE OFFICER 2	17	17	0	0.00%	
1057	POLICE OFFICER 3	7	7	0	0.00%	
1058	POLICE SERGEANT	12	12	0	0.00%	
1059	POLICE LIEUTENANT	5	5	0	0.00%	
1060	POLICE CAPTAIN	2	2	0	0.00%	
1061	DETECTIVE	13	13	0	0.00%	
1062	DEPUTY POLICE CHIEF	2	2	0	0.00%	
1063	POLICE CHIEF	1	1	0	0.00%	
1064	POLICE RECORDS SUPERVISOR	1	1	0	0.00%	
1065	EVIDENCE PROPERTY CUSTODIAN	3	3	0	0.00%	
1066	TSU CRIME SCENE TECHNICIAN	6	6	0	0.00%	
1067	ADMIN. ASSISTANT POLICE	4	5	0	0.00%	
Location: 4121 FIRE DEPARTMENT		**86**	**84**	**2**	**2.35%**	
1068	ADMIN. ASSISTANT SR. FIRE	1	1	0	0.00%	
1070	FIREFIGHTER RECRUIT	3	3	0	0.00%	
1071	FIREFIGHTER 1	18	18	0	0.00%	
1072	FIREFIGHTER 2	4	4	0	0.00%	
1073	FIREFIGHTER 3	1	1	0	0.00%	
1074	FIRE APPARATUS OPERATOR 1	15	15	0	0.00%	
1075	FIRE APPARATUS OPERATOR 2	9	8	1	11.76%	

Employee #	Name	Position Code	Description	Hire Date	Termination Date
3604	FENNER, ADAM	1075102	FIRE APPARATUS OPERATOR 2	11/8/2019	12/26/2024

1076	FIRE APPARATUS OPERATOR 3	1	1	0	0.00%
1077	FIRE LIEUTENANT 1	4	4	0	0.00%
1078	FIRE LIEUTENANT 2	9	8	1	11.76%

Employee Turnover

Period Start Date: 12/1/2024
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Employee #	Name	Position Code	Description		Hire Date	Termination Date
675	GRAHAM, THOMAS	1078114	FIRE LIEUTENANT 2		1/3/2003	12/18/2024
1079	FIRE LIEUTENANT 3		9	9	0	0.00%
1080	BATTALION CHIEF		3	3	0	0.00%
1081	DEPUTY FIRE CHIEF		2	2	0	0.00%
1082	FIRE CHIEF		1	1	0	0.00%
1083	DIVISION CHIEF		1	1	0	0.00%
1271	DEPUTY FIRE MARSHAL		2	2	0	0.00%
1281	FIREMARSHAL		1	1	0	0.00%
1320	ARFF COORDINATOR		1	1	0	0.00%
1430	FIRE PREVENTION ADMIN. ASSIST		1	1	0	0.00%
Location: 4131 PLANNING & ZONING			**5**	**4**	**1**	**22.22%**
1017	COMMUNITY DEVELOPMENT DIRECTOR		1	1	0	0.00%
1018	PLANNER SENIOR		1	1	0	0.00%
1260	COMMUNITY DEVELOPMENT PRP TECH		1	1	0	0.00%
1314	PLANNER II		1	0	1	200.00%

Employee #	Name	Position Code	Description		Hire Date	Termination Date
2414	MARTINEZ, MIGUEL	1314102	PLANNER II		12/2/2022	12/26/2024
1344	CUSTOMER SERVICE SPECIALIST		1	1	0	0.00%
Location: 4135 ENGINEERING			**9**	**9**	**0**	**0.00%**
1158	CONSTRUCTION INSPECTOR		1	1	0	0.00%
1159	CONSTRUCTION INSPECTOR SR.		2	2	0	0.00%
1160	ENGINEERING TECHNICIAN		1	1	0	0.00%
1162	DIRECTOR OF ENGR. & INFRA.		1	1	0	0.00%
1192	ADMIN. ASST. SR. PUBLIC WORKS		1	1	0	0.00%
1306	ENGINEER SR		1	1	0	0.00%
1307	GEOGRAPHIC INFORMATION SYSTEM		1	1	0	0.00%
1370	ENGINEERING CONSTRUCTION SUPER		1	1	0	0.00%
Location: 4151 CODE ENFORCEMENT			**12**	**12**	**0**	**0.00%**
1086	OFFICE ASST. CODE ENFORCEMENT		1	1	0	0.00%
1087	ADMIN ASST SR. CODE ENFORCEMEN		1	1	0	0.00%
1089	BUILDING INSPECTOR		1	1	0	0.00%
1090	ELECTRICAL INSPECTOR		1	1	0	0.00%

Employee Turnover

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1091	PLUMBING INSPECTOR	1	1	0	0.00%	
1092	CODE ENFORCEMENT OFFICER	4	4	0	0.00%	
1093	SUPERVISOR CODE ENFORCEMENT	1	1	0	0.00%	
1376	BUILDING OFFICIAL	1	1	0	0.00%	
1464	BUSINESS LICENSE CLERK	1	1	0	0.00%	
Location: 4161 ANIMAL CONTROL		**14**	**13**	**2**	**15.38%**	added +1
1094	OFFICE ASST. ANIMAL CONTROL	1	1	0	0.00%	
1095	ANIMAL CONTROL OFFICER	5	5	0	0.00%	
1097	KENNEL COORDINATOR	1	1	0	0.00%	
1098	KENNEL WORKER	6	4	2	40.00%	

Employee #	Name	Position Code	Description	Hire Date	Termination Date	
4592	BRITTON, LOGAN	1098103	KENNEL WORKER	9/3/2024	12/10/2024	added back was pd out 12/13
4599	BECKER, STEVEN	1098104	KENNEL WORKER	9/9/2024	12/3/2024	

1448	ANIMAL SERVICES MANAGER	1	1	0	0.00%	
Location: 4181 C.E.P.		**1**	**1**	**0**	**0.00%**	
1099	DEPT MGR EMERGENCY MGMT	1	1	0	0.00%	
Location: 4192 COMMUNITY ENHANCEMENT		**1**	**1**	**0**	**0.00%**	
1100	COMMUNITY IMPROVEMENT TECH.	1	1	0	0.00%	
Location: 4211 LIBRARY		**20**	**20**	**0**	**0.00%**	
1101	ADMIN. ASSISTANT LIBRARY	1	1	0	0.00%	
1103	LIBRARY PAGE SENIOR	3	3	0	0.00%	
1105	LIBRARY ASSISTANT- CIRCULATION	2	2	0	0.00%	
1107	REFERENCE ASSISTANT	1	1	0	0.00%	
1108	CIRCULATION SUPERVISOR	1	1	0	0.00%	
1109	LIBRARY CATALOGER	1	1	0	0.00%	
1112	DEPARTMENT DIRECTOR LIBRARY	1	1	0	0.00%	
1277	CHILDREN AND YOUTH LIBRARIAN	1	1	0	0.00%	
1354	YOUTH LIBRARIAN ASSISTANT	1	1	0	0.00%	
1387	LIBRARY PAGE SENIOR PT	7	7	0	0.00%	
1441	STEM INSTRUCTOR	1	1	0	0.00%	
Location: 4221 MUSEUM		**12**	**12**	**0**	**0.00%**	
1116	MUSEUM STORE SUPERVISOR	1	1	0	0.00%	
1117	GUEST SERVICES ASSOCIATE	3	3	0	0.00%	

Employee Turnover

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1119	PLANETARIUM COORDINATOR	1	1	0	0.00%	
1122	REGISTRAR MUSEUM	1	1	0	0.00%	
1123	CURATOR OF COLLECTIONS AND EXH	1	1	0	0.00%	
1124	DEPARTMENT DIRECTOR MUSEUM	1	1	0	0.00%	
1303	MUSEUM EDUCATOR	1	1	0	0.00%	
1304	PLANETARIUM ASSISTANT	1	1	0	0.00%	
1345	MUSEUM OPERATIONS MANAGER	1	1	0	0.00%	
1392	MUSEUM STORE CLERK PT	1	1	0	0.00%	
Location: 4231 PARKS		**38**	**34**	**3**	**8.22%**	removed 1
1043	CUSTODIAN	1	1	0	0.00%	
1126	ADMIN. ASSISTANT SR. PARKS	1	1	0	0.00%	
1127	LABORER PARKS	13	11	2	16.67%	

Employee #	Name	Position Code	Description	Hire Date	Termination Date
3769	GENSLER, WALTER	1419104	PARKS LABORER TEMP	3/13/2024	12/19/2024
4579	RINCON, ANDRES	1127108	LABORER PARKS	8/12/2024	12/5/2024

1128	GROUNDS MAINT WORKER PARKS	9	8	1	11.76%	

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4505	LINARES, AMIR	1419107	PARKS LABORER TEMP	3/25/2024	12/6/2024

1129	GROUNDS MAINT WORKER SR PARKS	5	5	0	0.00%	
1130	SUPERINTENDENT PARKS	1	1	0	0.00%	
1151	DEPARTMENT DIRECTOR RECREATION	1	1	0	0.00%	
1329	PARKS SUPERVISOR	1	1	0	0.00%	
1419	PARKS TEMP	6	5	0	0.00%	termed J.Palma
Location: 4232 ZOO		**8**	**6**	**2**	**28.57%**	
1133	LABORER ZOO	1	1	0	0.00%	
1134	ZOO KEEPER	4	2	2	66.67%	

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4585	BECHTEL, SARA	1134103	ZOO KEEPER	8/26/2024	12/10/2024
4625	QUEZADA, RAFAEL	1134104	ZOO KEEPER	10/28/2024	12/10/2024

1135	GROUNDS MAINTENANCE WORKER ZOO	1	1	0	0.00%	
1439	LEAD ZOO KEEPER	1	1	0	0.00%	
1456	ZOO SUPERVISOR	1	1	0	0.00%	
Location: 4233 GOLF		**14**	**15**	**0**	**0.00%**	removed 1

Employee Turnover

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1139	GROUNDS MAINT. WORKER GOLF	2	3	0	0.00%	
1141	SUPERVISOR GOLF	1	1	0	0.00%	
1142	SUPERINTENDENT GOLF	1	1	0	0.00%	
1331	GOLF COURSE MANAGER	1	1	0	0.00%	
1351	GOLF SHOP SUPERVISOR	1	1	0	0.00%	
1352	OUTSIDE SRVS ATTENDANT GOLF	3	3	0	0.00%	
1353	GOLF SHOP SR ATTENDANT	2	3	0	0.00%	
1365	BEVERAGE CART ATTENDANT	1	1	0	0.00%	
1431	GOLF SHOP LEAD SR ATTENDANT	1	1	0	0.00%	
1459	GROUNDS MAINT WORKER GOLF TEMP	1	0	0	0.00%	M.Varela termed
Location: 4241 RECREATION		**20**	**18**	**2**	**10.53%**	
1046	FACILITIES MAINT. SPEC SR.	1	1	0	0.00%	
1143	OFFICE ASSISTANT RECREATION	1	1	0	0.00%	
1145	RECREATION AIDE 2	2	2	0	0.00%	
1146	RECREATION LEADER	1	1	0	0.00%	
1148	SUPERVISOR RECREATION	1	1	0	0.00%	
1150	RECREATION MANAGER	1	1	0	0.00%	
1253	RECREATION CENTER SUPERVISOR	1	1	0	0.00%	
1412	RECREATION AIDE 1 PT	6	6	0	0.00%	
1436	BASKETBALL OFFICIAL TEMP	5	3	2	50.00%	

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4631	ANDAZOLA, APOLLONIA	1436103	BASKETBALL OFFICIAL TEMP	11/4/2024	12/16/2024
4633	SWANN, WILLIAM	1436104	BASKETBALL OFFICIAL TEMP	11/5/2024	12/19/2024

1444	REC AID/LIFEGUARD TEMP	1	1	0	0.00%
Location: 4242 RECREATION AQUATIC POOL		**11**	**11**	**0**	**0.00%**
1383	LIFE GUARD 1 PT	8	8	0	0.00%
1426	HEAD LIFEGUARD PT	2	2	0	0.00%
1442	AQUATICS SPECIALIST	1	1	0	0.00%
Location: 4243 ADULT CENTER		**1**	**1**	**0**	**0.00%**
1146	RECREATION LEADER	1	1	0	0.00%
Location: 4252 CONVENTION CENTER		**5**	**5**	**0**	**0.00%**
1322	GENERAL FACILITIES & OPER. MGR	1	1	0	0.00%
1347	ACCOUNTING MANAGER	1	1	0	0.00%

Employee Turnover

Period Start Date: 12/1/2024
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1403	OPERATIONS & HOSPITALITY SPEC.	1	1	0	0.00%
1432	OPERATION AND HOSP. SPEC- PT	2	2	0	0.00%
Location: 4261 PUBLIC RELATIONS		**7**	**7**	**0**	**0.00%**
1155	PUBLIC INFORMATION OFFICER	1	1	0	0.00%
1247	GRAPHIC DESIGNER	1	1	0	0.00%
1278	GUEST SERVICES ASSOCIATE VC	2	2	0	0.00%
1280	VISITOR CENTER STORE LEAD	1	1	0	0.00%
1300	GUEST SERVICES STORE SUPV	1	1	0	0.00%
1457	SPECIAL EVENT SUPERVISOR	1	1	0	0.00%
Location: 4323 STREETS		**23**	**23**	**0**	**0.00%**
1167	MAINTENANCE WORKER STREETS	9	9	0	0.00%
1168	MAINTENANCE WORKER SR. STREETS	4	4	0	0.00%
1170	EQUIPMENT OPERATOR STREETS	5	5	0	0.00%
1171	EQUIPMENT OPERATOR SR. STREETS	2	2	0	0.00%
1172	SUPERVISOR STREETS	1	1	0	0.00%
1173	SUPERINTENDENT STREETS	1	1	0	0.00%
1378	ADMIN ASSISTANT SR SPEC STREET	1	1	0	0.00%
Location: 4325 SPECIAL ELECTRONICS		**2**	**2**	**0**	**0.00%**
1165	TRAFFIC SIGNAL TECHNICIAN	1	1	0	0.00%
1166	SPECIAL ELECTRONICS SUPVR.	1	1	0	0.00%
Location: 4331 AIRPORT - ADMINISTRATION		**7**	**7**	**0**	**0.00%**
1175	ADMIN. ASSISTANT SR. RIAC	1	1	0	0.00%
1177	AIR CENTER DEPUTY DIRECTOR	2	2	0	0.00%
1270	AIRPORT SECURITY COORDINATOR	1	1	0	0.00%
1279	AIRPORT PROPERTY/CONTRACTS COR	1	1	0	0.00%
1417	ASST. AIRPORT SECURITY COORD.	1	1	0	0.00%
1434	AIRPORT CREDENTIALING SPC	1	1	0	0.00%
Location: 4332 AIRPORT - OPERATIONS		**4**	**4**	**0**	**0.00%**
1178	FACILITIES MAINT SP. SR. RIAC	1	1	0	0.00%
1180	MAINTENANCE WORKER RIAC	3	3	0	0.00%
Location: 4341 SANITATION		**28**	**29**	**0**	**0.00%**
1182	ADMINISTRATIVE ASSISTANT SR	1	1	0	0.00%
1183	SUPERVISOR SOLID WASTE	2	2	0	0.00%

Employee Turnover

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1184	SANITATION WORKER SR.	3	3	0	0.00%
1185	AUTOMATED COLLECTION OPERATOR	15	16	0	0.00%
1186	SOLID WASTE/FACILITY MANAGER	1	1	0	0.00%
1373	HEAVY-DUTY TECHNICIAN	4	4	0	0.00%
1374	LUBE TECHNICIAN	1	1	0	0.00%
1375	PARTS TECHNICIAN	1	1	0	0.00%
Location: 4342 LANDFILL		**10**	**10**	**0**	**0.00%**
1187	ACCOUNTING TECHNICIAN II	1	1	0	0.00%
1189	EQUIPMENT OPERATOR	4	4	0	0.00%
1191	SANITATION WORKER	2	2	0	0.00%
1284	EQUIPMENT OPERATOR	1	1	0	0.00%
1330	ENVR COMPLIANCE SPECIALIST	1	1	0	0.00%
1458	SCALE HOUSE ATTENDANT	1	1	0	0.00%
Location: 4352 WATER - CUSTOMER SERVICE		**11**	**11**	**2**	**18.18%**
1193	CUSTOMER SERVICE CLERK	5	7	0	0.00%
1348	METER READER	4	2	2	66.67%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4611	CALLAWAY, AUSTIN	1348103	METER READER	10/7/2024	12/12/2024
4617	MONTGOMERY, CODY	1348104	METER READER	10/7/2024	12/26/2024

1357	UTILITIES BILLING CS LEAD	1	1	0	0.00%
1460	UTILITIES BILLING MANAGER	1	1	0	0.00%
Location: 4353 CENTRAL CONTROL		**7**	**7**	**0**	**0.00%**
1196	WATER PRODUCTION OPERATOR	5	5	0	0.00%
1197	ADMIN. ASST. SR. CENT. CONTR.	1	1	0	0.00%
1292	WATER PRODUCTION OPERATOR SR	1	1	0	0.00%
Location: 4354 PUBLIC WORKS		**28**	**29**	**0**	**0.00%**
1201	ADMIN. ASSISTANT SR. WATER	1	1	0	0.00%
1202	WAREHOUSE WORKER	1	1	0	0.00%
1203	WAREHOUSE WORKER SR.	1	1	0	0.00%
1205	MAINTENANCE WORKER SR. WATER	3	3	0	0.00%
1206	EQUIPMENT OPERATOR WATER	6	6	0	0.00%
1208	SUPERINTENDENT WATER	0	0	0	#DIV/0!
1209	SUPERVISOR WATER	1	1	0	0.00%

removed 1

Employee Turnover

Period Start Date: 12/1/2024
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1266	UTILITY DIRECTOR	2	2	0	0.00%
1276	UTILITY LOCATOR TECHNICIAN	1	1	0	0.00%
1286	W & S MAINTENANCE WORKER I	5	6	0	0.00%
1309	VALVE MAINTENANCE SPECIALIST	2	2	0	0.00%
1327	WORKFLOW COORD/INSPECTOR	1	1	0	0.00%
1377	METER MAINTENANCE TECHNICIAN	3	3	0	0.00%
1407	WATER CONSERVATION SPECIALIST	1	1	0	0.00%
Location: 4355 WWTP		**12**	**12**	**0**	**0.00%**
1211	ADMIN. ASSISTANT SR. WWTP	1	1	0	0.00%
1212	PRETREATMENT COORDINATOR WWTP	1	1	0	0.00%
1213	OPERATOR WWTP	5	5	0	0.00%
1214	OPERATOR SR. WWTP	1	1	0	0.00%
1215	SUPERVISOR WWTP	1	1	0	0.00%
1283	WWTP ELECTRICIAN	1	1	0	0.00%
1311	MAINTENANCE WORKER WWTP	2	2	0	0.00%
Location: 4356 WWTP - SEWER MAINTENANCE		**6**	**6**	**0**	**0.00%**
1219	EQUIPMENT OPERATOR WWTP	4	4	0	0.00%
1454	EQUIPMENT OPERATOR SR. WWTP	2	2	0	0.00%
Location: 4358 WWTP - CITY LAB		**3**	**3**	**0**	**0.00%**
1221	LAB TECHNICIAN ASSISTANT WWTP	2	2	0	0.00%
1222	LABORATORY TECHNICIAN WWTP	1	1	0	0.00%
Location: 4411 CEMETERY		**8**	**8**	**0**	**0.00%**
1223	ADMIN. ASSISTANT CEMETERY	1	1	0	0.00%
1224	GROUNDS MAINT. WORKER CEMETERY	2	2	0	0.00%
1225	GROUNDS MAINT. WORKER SR. CEM.	3	3	0	0.00%
1226	SUPERINTENDENT CEMETERY	1	1	0	0.00%
1324	CEMETERY SUPERVISOR	1	1	0	0.00%
Location: 4511 PECOS TRAILS TRANSIT		**17**	**18**	**0**	**0.00%**
1043	CUSTODIAN	1	1	0	0.00%
1229	TRANSIT OPERATIONS SUPV II	1	1	0	0.00%
1231	VEHICLE OPERATOR TRANSIT	12	13	0	0.00%
1232	TRANSIT DIRECTOR	1	1	0	0.00%
1265	TRANSIT MANAGER	1	1	0	0.00%

removed A.Sanchez
never started work

Employee Turnover

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1295	ADMINISTRATIVE ASSISTANT SR.	1	1	0	0.00%	
Location: 4631 INFORMATION TECHNOLOGY		**6**	**6**	**0**	**0.00%**	
1233	INFORMATION TECHNOLOGY TECH.	1	1	0	0.00%	
1234	DEPARTMENT DIRECTOR IT	1	1	0	0.00%	
1235	IT TECHNICIAN SR.	2	2	0	0.00%	
1364	NETWORK ADMINISTRATOR ENGINEER	1	1	0	0.00%	
1446	SYSTEMS & DATA INTEGRATION SPE	1	1	0	0.00%	
Location: 4656 CONSOLIDATED DISPATCH		**13**	**15**	**0**	**0.00%**	Added +1
1236	EMERGENCY COMM. DISPATCHER	6	8	0	0.00%	added B.Gonzales
1237	EMERGENCY COMM. SUPERVISOR	4	4	0	0.00%	
1238	DEPARTMENT MANAGER DISPATCH	1	1	0	0.00%	
1257	OPERATIONS COORDINATOR	1	1	0	0.00%	
1358	TERMINAL AGENCY COORDINATOR	1	1	0	0.00%	

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City of Roswell

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB		LOC BGNU	GRAD/ST	ANNUAL SALARY	HOURLY SALARY
1022101 DEPUTY COURT CLERK		1.0000	1.0000	0.0000	1.0000	1022	DCTCLK	4021ADM	30/01	33,919.08	16.31
1045102 FACILITIES MAINT. SPECIAL		1.0000	1.0000	0.0000	1.0000	1045	FMAINTSP	4071AFLC	/00	0.00	0.00
1049101 OFFICE ASSISTANT POLICE		1.0000	1.0000	0.0000	1.0000	1049	OFFASST	4111RPOA	619/01	25,970.10	12.49
1049105 OFFICE ASSISTANT POLICE		1.0000	1.0000	0.0000	1.0000	1049	OFFASST	4111RPOA	619/01	25,970.10	12.49
1053104 POLICE SERVICE AIDE CAREE		1.0000	1.0000	0.0000	1.0000	1053	PSACP	4111ADM	1/01	19,111.56	9.19
1054109 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECRC	4111ADM	/00	0.00	0.00
1054110 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECRC	4111ADM	/00	0.00	0.00
1054111 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECRC	4111ADM	44/01	44,770.96	21.52
1054112 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECRC	4111ADM	44/01	44,770.96	21.52
1054113 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECRC	4111ADM	44/01	44,770.96	21.52
1054117 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECRC	4111RPOA	644/01	44,770.96	21.52
1055106 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00	0.00
1055109 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00	0.00
1055110 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	611/01	22,159.28	10.65
1055116 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00	0.00
1055117 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00	0.00
1055118 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00	0.00
1055125 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00	0.00
1056105 POLICE OFFICER 2		1.0000	1.0000	0.0000	1.0000	1056	POFFR2	4111RPOA	/00	0.00	0.00
1056109 POLICE OFFICER 2		1.0000	1.0000	0.0000	1.0000	1056	POFFR2	4111RPOA	/00	0.00	0.00
1056114 POLICE OFFICER 2		1.0000	1.0000	0.0000	1.0000	1056	POFFR2	4111RPOA	654/01	54,557.88	26.23
1056119 POLICE OFFICER 2		1.0000	1.0000	0.0000	1.0000	1056	POFFR2	4111RPOA	654/01	54,557.88	26.23
1056122 POLICE OFFICER 2		1.0000	1.0000	0.0000	1.0000	1056	POFFR2	4111RPOA	654/01	54,557.88	26.23
1057102 POLICE OFFICER 3		1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111RPOA	611/01	22,159.28	10.65
1057104 POLICE OFFICER 3		1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111RPOA	/00	0.00	0.00
1057105 POLICE OFFICER 3		1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111RPOA	/00	0.00	0.00
1057106 POLICE OFFICER 3		1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111RPOA	/00	0.00	0.00
1057109 POLICE OFFICER 3		1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111RPOA	/00	0.00	0.00
1057111 POLICE OFFICER 3		1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111RPOA	/00	0.00	0.00
1057112 POLICE OFFICER 3		1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111RPOA	/00	0.00	0.00
1058114 POLICE SERGEANT		1.0000	1.0000	0.0000	1.0000	1058	PSGT	4111RPOA	619/01	25,970.10	12.49
1070101 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	/00	0.00	0.00
1070102 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	/00	0.00	0.00
1070103 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	/00	0.00	0.00
1070105 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	/00	0.00	0.00
1071102 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00	0.00
1071106 FIREFIGHTER 1		0.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00	0.00
1071109 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00	0.00
1071110 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00	0.00
1071111 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00	0.00
1071112 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00	0.00
1071117 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00	0.00
1071119 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00	0.00
1071121 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00	0.00
1074111 FIRE APPARATUS OPERATOR 1		1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00
1074112 FIRE APPARATUS OPERATOR 1		1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00
1074113 FIRE APPARATUS OPERATOR 1		1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00
1074122 FIRE APPARATUS OPERATOR 1		1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00
1075102 FIRE APPARATUS OPERATOR 2		1.0000	1.0000	0.0000	1.0000	1075	FAPPOPER2	4121IAFF	752/01	49,941.58	17.10
1075106 FIRE APPARATUS OPERATOR 2		1.0000	1.0000	0.0000	1.0000	1075	FAPPOPER2	4121IAFF	752/01	49,941.58	17.10
1076101 FIRE APPARATUS OPERATOR 3		1.0000	1.0000	0.0000	1.0000	1076	FAPPOPER3	4121IAFF	754/01	51,951.38	17.79
1077102 FIRE LIEUTENANT 1		1.0000	1.0000	0.0000	1.0000	1077	FLT1	4121IAFF	/00	0.00	0.00
1077103 FIRE LIEUTENANT 1		1.0000	1.0000	0.0000	1.0000	1077	FLT1	4121IAFF	/00	0.00	0.00
1078114 FIRE LIEUTENANT 2		1.0000	1.0000	0.0000	1.0000	1078	FLT2	4121IAFF	/00	0.00	0.00
1079102 FIRE LIEUTENANT 3		1.0000	1.0000	0.0000	1.0000	1079	FLT3	4121IAFF	/00	0.00	0.00

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB		LOC BGNU	GRAD/ST	ANNUAL SALARY	HOURLY SALARY
1098103 KENNEL WORKER		1.0000	1.0000	0.0000	1.0000	1098	KENWKR	4161ADM	27B/01	32,448.00	15.60
1098104 KENNEL WORKER		1.0000	1.0000	0.0000	1.0000	1098	KENWKR	4161ADM	1/01	19,111.56	9.19
1098107 KENNEL WORKER		1.0000	1.0000	0.0000	1.0000	1098	KENWKR	4161ADM	27B/01	32,448.00	15.60
1104101 TECHNICIAL SERVICE ASSIST		1.0000	1.0000	0.0000	1.0000	1104	TECHSRASST	4211ADM	1/01	19,111.56	9.19
1109102 LIBRARY CATALOGER		1.0000	1.0000	0.0000	1.0000	1109	LIBRCATALO	4211ADM	/00	0.00	0.00
1117104 GUEST SERVICES ASSOCIATE		1.0000	1.0000	0.0000	1.0000	1117	GSTSRVASSC	4221AFLC	928/01	32,600.36	15.67
1117105 GUEST SERVICES ASSOCIATE		1.0000	1.0000	0.0000	1.0000	1117	GSTSRVASSC	4221AFLC	928/01	32,600.36	15.67
1120101 PREPARATOR MUSEUM		1.0000	1.0000	0.0000	1.0000	1120	MUSPREP	4221ADM	/00	0.00	0.00
1120102 PREPARATOR MUSEUM		1.0000	1.0000	0.0000	1.0000	1120	MUSPREP	4221ADM	27B/01	32,448.00	15.60
1126101 ADMIN. ASSISTANT SR. PARK		1.0000	1.0000	0.0000	1.0000	1126	ADMINASSTS	4231ADM	42/01	43,035.72	20.69
1127112 LABORER PARKS		1.0000	1.0000	0.0000	1.0000	1127	LBR	4231AFLC	915/01	25,196.60	12.11
1127113 LABORER PARKS		1.0000	1.0000	0.0000	1.0000	1127	LBR	4231AFLC	915/01	25,196.60	12.11
1128108 GROUNDS MAINT. WORKER PAR		1.0000	1.0000	0.0000	1.0000	1128	GMWRKR	4231AFLC	927B/01	32,448.00	15.60
1134103 ZOO KEEPER		1.0000	1.0000	0.0000	1.0000	1134	ZOOKPR	4232AFLC	915/01	25,196.60	12.11
1134104 ZOO KEEPER		1.0000	1.0000	0.0000	1.0000	1134	ZOOKPR	4232AFLC	926/01	31,351.32	15.07
1139104 GROUNDS MAINT. WORKER GOL		1.0000	1.0000	0.0000	1.0000	1139	GMWRKR	4233AFLC	927B/01	32,448.00	15.60
1160101 ENGINEERING TECHNICIAN		1.0000	1.0000	0.0000	1.0000	1160	ENGRTECH	4135ADM	/00	0.00	0.00
1167110 MAINTENANCE WORKER STREET		1.0000	1.0000	0.0000	1.0000	1167	MAINTWRKR	4323AFLC	/00	0.00	0.00
1179101 SUPERVISOR RIAC		1.0000	1.0000	0.0000	1.0000	1179	SUPVR	4332ADM	56/01	56,779.32	27.30
1185105 AUTOMATED COLLECTION OPER		1.0000	1.0000	0.0000	1.0000	1185	AUTOPER	4341AFLC	/00	0.00	0.00
1185107 AUTOMATED COLLECTION OPER		1.0000	1.0000	0.0000	1.0000	1185	AUTOPER	4341AFLC	/00	0.00	0.00
1190101 SUPERVISOR LANDFILL		1.0000	1.0000	0.0000	1.0000	1190	SUPVR	4342ADM	1/01	19,111.56	9.19
1191103 SANITATION WORKER		1.0000	1.0000	0.0000	1.0000	1191	SANWRKR	4342AFLC	915/01	25,196.60	12.11
1193109 CUSTOMER SERVICE CLERK		1.0000	1.0000	0.0000	1.0000	1193	CUSTSRVCLK	4352ADM	1/01	19,111.56	9.19
1199101 SUPERINTENDENT CENTRAL CO		1.0000	1.0000	0.0000	1.0000	1199	SUPT	4353ADM	/00	0.00	0.00
1206101 EQUIPMENT OPERATOR WATER		1.0000	1.0000	0.0000	1.0000	1206	EQUIPOPER	4354AFLC	931C/01	38,937.60	18.72
1206109 EQUIPMENT OPERATOR WATER		1.0000	1.0000	0.0000	1.0000	1206	EQUIPOPER	4354AFLC	931/01	34,613.28	16.64
1208101 SUPERINTENDENT WATER		1.0000	1.0000	0.0000	1.0000	1208	SUPWA	4354ADM	/00	0.00	0.00
1216101 SUPERINTENDENT WWTP		1.0000	1.0000	0.0000	1.0000	1216	SUPT	4355ADM	/00	0.00	0.00
1219103 EQUIPMENT OPERATOR WWTP		1.0000	1.0000	0.0000	1.0000	1219	EQUIPOPER	4356AFLC	/00	0.00	0.00
1220101 MAINTENANCE WORKER SR. WW		1.0000	1.0000	0.0000	1.0000	1220	MAINTWRKRS	4356AFLC	/00	0.00	0.00
1220102 MAINTENANCE WORKER SR. WW		1.0000	1.0000	0.0000	1.0000	1220	MAINTWRKRS	4356AFLC	933/01	36,001.68	17.31
1224102 GROUNDS MAINT. WORKER CEM		1.0000	1.0000	0.0000	1.0000	1224	GMWRKR	4411AFLC	915/01	25,196.60	12.11
1224104 GROUNDS MAINT. WORKER CEM		1.0000	1.0000	0.0000	1.0000	1224	GMWRKR	4411AFLC	927B/01	32,448.00	15.60
1225104 GROUNDS MAINT. WORKER SR.		1.0000	1.0000	0.0000	1.0000	1225	GMWRKRSR	4411AFLC	/00	0.00	0.00
1231109 VEHICLE OPERATOR TRANSIT		1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC	/00	0.00	0.00
1231110 VEHICLE OPERATOR TRANSIT		1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC	/00	0.00	0.00
1231111 VEHICLE OPERATOR TRANSIT		1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC	/00	0.00	0.00
1231113 VEHICLE OPERATOR TRANSIT		1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC	/00	0.00	0.00
1231118 VEHICLE OPERATOR TRANSIT		1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC	931/01	34,613.28	16.64
1231119 VEHICLE OPERATOR TRANSIT		1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC	931C/01	38,937.60	18.72
1233102 INFORMATION TECHNOLOGY TE		1.0000	1.0000	0.0000	1.0000	1233	ITTECH	4631ADM	/00	0.00	0.00
1236101 EMERGENCY COMM. DISPATCHE		1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	/00	0.00	0.00
1236107 EMERGENCY COMM. DISPATCHE		1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	38,963.34	18.73
1236109 EMERGENCY COMM. DISPATCHE		1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	/00	0.00	0.00
1236110 EMERGENCY COMM. DISPATCHE		1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	38,963.34	18.73
1236114 EMERGENCY COMM. DISPATCHE		1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	38,963.34	18.73
1237104 EMERGENCY COMM. SUPERVISO		1.0000	1.0000	0.0000	1.0000	1237	EMSUPVR	4656ADM	/00	0.00	0.00
1256101 ZOO CURATOR		1.0000	1.0000	0.0000	1.0000	1256	ZCUR	4232ADM	45/01	45,650.02	21.95
1263101 EMERGENCY COMMUNICATIONS		1.0000	1.0000	0.0000	1.0000	1263	EMCOQUASCO	4656ADM	54/01	54,565.26	26.23
1267101 INTER LIBRARY L&R LIBRARI		1.0000	1.0000	0.0000	1.0000	1267	INL&RLIB	4211ADM	41/01	42,179.54	20.28
1269101 DEPUTY SUPERINTENDENT		1.0000	1.0000	0.0000	1.0000	1269	DPSUPINTD	4353ADM	60/01	61,452.82	29.54
1271103 DEPUTY FIRE MARSHALL		1.0000	1.0000	0.0000	1.0000	1271	DEFIMARS	4121ADFD	/00	0.00	0.00
1284101 EQUIPMENT OPERATOR SANITA		1.0000	1.0000	0.0000	1.0000	1284	SANEQPOPER	4342AFLC	915/01	25,196.60	12.11
1286109 W & S MAINTENANCE WORKER		1.0000	1.0000	0.0000	1.0000	1286	MAINTWRKRI	4354AFLC	915/01	25,196.60	12.11

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB		LOC BGNU	GRAD/ST	ANNUAL SALARY	HOURLY SALARY
1290101 EMERGENCY MANAGEMENT SPEC		1.0000	1.0000	0.0000	1.0000	1290	EMEMGSPECL	4121ADM	/00	0.00	0.00
1308101 DIVISION CHIEF - EMS		1.0000	1.0000	0.0000	1.0000	1308	DIVCHFEMS	4121ADFD	/00	0.00	0.00
1311103 MAINTENANCE WORKER WWTP		1.0000	1.0000	0.0000	1.0000	1311	MAINTWRK	4355AFLC	915/01	25,196.60	12.11
1312101 SENIOR ACCOUNTANT		1.0000	1.0000	0.0000	1.0000	1312	SRACCT	4041ADM	63/01	65,209.57	31.35
1314102 PLANNER II		1.0000	1.0000	0.0000	1.0000	1314	PLANNERII	4131ADM	1/01	19,111.56	9.19
1319101 ADMIN. ASSISTANT FACILITI		1.0000	1.0000	0.0000	1.0000	1319	ADMINASST	4071ADM	1/01	19,111.56	9.19
1344102 CUSTOMER SERVICE SPECIALI		1.0000	1.0000	0.0000	1.0000	1344	CUSVSPEC	4131ADM	1/01	19,111.56	9.19
1348103 METER READER		1.0000	1.0000	0.0000	1.0000	1348	METERREAD	4352AFLC	915/01	25,196.60	12.11
1348104 METER READER		1.0000	1.0000	0.0000	1.0000	1348	METERREAD	4352AFLC	915/01	25,196.60	12.11
1353104 GOLF SHOP SENIOR ATTENDAN		1.0000	1.0000	0.0000	1.0000	1353	GOLFSRATTD	4233ADM	1/01	19,111.56	9.19
1365101 BEVERAGE CART ATTENDANT		1.0000	1.0000	0.0000	1.0000	1365	BEVATTND	4233ADM	27B/01	32,448.00	15.60
1372101 UTILITY CONSTRUCTION COOR		0.0000	1.0000	0.0000	1.0000	1372	UTCONSCOOR	4354AFLC	915/01	25,196.60	12.11
1380101 RECREATION AIDE II PT		1.0000	1.0000	0.0000	1.0000	1380	RECAIDE2PT	4241ADM	1/01	19,111.56	9.19
1383108 LIFE GUARD 1 PT		1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1383109 LIFE GUARD 1 PT		1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1383115 LIFE GUARD 1 PT		1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1383120 LIFE GUARD 1 PT		1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1383121 LIFE GUARD 1 PT		1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1402101 EMERGENCY COMMUNICATIONS		1.0000	1.0000	0.0000	1.0000	1402	EMRCALLTKR	4656ADM	35/01	37,459.50	18.01
1403101 OPERATIONS AND HOSPITALIT		1.0000	1.0000	0.0000	1.0000	1403	OP&HOSPSPE	4252ADM	1/01	19,111.56	9.19
1419105 PARKS LABORER TEMP		1.0000	1.0000	0.0000	1.0000	1419	PRKTMP	4231ADM	27B/01	32,448.00	15.60
1419106 PARKS LABORER TEMP		1.0000	1.0000	0.0000	1.0000	1419	PRKTMP	4231ADM	27B/01	32,448.00	15.60
1419108 PARKS LABORER TEMP		1.0000	1.0000	0.0000	1.0000	1419	PRKTMP	4231ADM	27B/01	32,448.00	15.60
1419109 PARKS LABORER TEMP		1.0000	1.0000	0.0000	1.0000	1419	PRKTMP	4231ADM	27B/01	32,448.00	15.60
1420101 ADMIN ASSISTANT TEMP		1.0000	1.0000	0.0000	1.0000	1420	ADMTMP	4341ADM	10/01	22,836.58	10.98
1425101 DEPUTY TREASURER		1.0000	1.0000	0.0000	1.0000	1425	DPTYTREAS	4041EXEC	85/01	100,813.30	48.47
1428101 DIRECTOR RIAC		1.0000	1.0000	0.0000	1.0000	1428	DIRRIAC	4331ADM	90/01	111,306.33	53.51
1432103 OPERATIONS AND HOSPITALIT		1.0000	1.0000	0.0000	1.0000	1432	OPHOSPSPEC	4252ADM	1/01	19,111.56	9.19
1436103 BASKETBALL OFFICIAL TEMP		1.0000	1.0000	0.0000	1.0000	1436	BSKTBLLTMP	4241ADM	10/01	22,836.58	10.98
1436104 BASKETBALL OFFICIAL TEMP		1.0000	1.0000	0.0000	1.0000	1436	BSKTBLLTMP	4241ADM	10/01	22,836.58	10.98
1437101 EMERGENCY COMMUNICATIONS		1.0000	1.0000	0.0000	1.0000	1437	EMRADMASST	4656ADM	30/01	33,919.08	16.31
1438101 LIFEGUARD STUDENT PT		1.0000	1.0000	0.0000	1.0000	1438	LIFEGRDSTN	4242ADM	27B/01	32,448.00	15.60
1438102 LIFEGUARD STUDENT PT		1.0000	1.0000	0.0000	1.0000	1438	LIFEGRDSTN	4242ADM	27B/01	32,448.00	15.60
1440101 FACILITIES MAINTENACE LAB		1.0000	1.0000	0.0000	1.0000	1440	FMAINTLBR	4071AFLC	927B/01	32,448.00	15.60
1444101 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	27B/01	32,448.00	15.60
1444102 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	27B/01	32,448.00	15.60
1444103 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	27B/01	32,448.00	15.60
1444104 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	27B/01	32,448.00	15.60
1444105 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	27B/01	32,448.00	15.60
1444106 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	27B/01	32,448.00	15.60
1444107 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	27B/01	32,448.00	15.60
1444108 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	27B/01	32,448.00	15.60
1444109 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	27B/01	32,448.00	15.60
1444110 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	27B/01	32,448.00	15.60
1444111 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	27B/01	32,448.00	15.60
1444112 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	27B/01	32,448.00	15.60
1444113 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	27B/01	32,448.00	15.60
1444115 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	27B/01	32,448.00	15.60
1444116 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	27B/01	32,448.00	15.60
1451102 HUMAN RESOURCES SPECIALIS		1.0000	1.0000	0.0000	1.0000	1451	HRSPEC	4061ADM	1/01	19,111.56	9.19
1452101 FIRE APPARATUS OPERATOR L		0.0000	1.0000	0.0000	1.0000	1452	FAPOPERLAT	4121IAFF	FAO1/01	61,466.34	21.05
1459101 GROUNDS MAINTENANCE WORKE		1.0000	1.0000	0.0000	1.0000	1459	GMWRKTEMP	4233ADM	1/01	19,111.56	9.19
1459102 GROUNDS MAINTENANCE WORKE		1.0000	1.0000	0.0000	1.0000	1459	GMWRKTEMP	4233ADM	1/01	19,111.56	9.19
1461101 TRAFFIC SIGNAL JOURNEYMAN		1.0000	1.0000	0.0000	1.0000	1461	TRSIGJORNM	4325ADM	1/01	19,111.56	9.19
1462101 GROUNDS MAINTENANCE ZOO L		1.0000	1.0000	0.0000	1.0000	1462	GMZOOLEAD	4232ADM	1/01	19,111.56	9.19

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGNU	GRAD/ST	ANNUAL SALARY	HOURLY SALARY
1466101 REAL TIME CRIME CENTER OP		1.0000	1.0000	0.0000	1.0000	1466 CRIMEOPER	4111	ADM	1/01	19,111.56	9.19
1466102 REAL TIME CRIME CENTER OP		1.0000	1.0000	0.0000	1.0000	1466 CRIMEOPER	4111	ADM	1/01	19,111.56	9.19
1467101 ADMIN. ASSISTANT SR - CIT		1.0000	1.0000	0.0000	1.0000	1467 ADMASSTSR	4013	ADM	42/01	43,035.72	20.69
	TOTAL			0.0000	168.0000					3,549,499.76	1,676.96

** END OF REPORT - Generated by Naomi Borunda **

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 4.

Legal Committee
Meeting Date: 01/30/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

DEPARTMENT NAME:

Legal Communications- Settlements November/December 2024 and January 2025.

Attachments

Legal Communication Nov/Dec & Jan

ROSWELL
New Mexico

City Attorney

COMMUNICATION

January 30, 2025
From: Hess Yntema, City Attorney
To: Legal Committee Meeting

RE: Administratively Settlements – November/ December 2024 and January 2025

Mayor Pro Tem and Members of the Council,

I. Settlements:

No Settlements for the month of November 2024, December 2024 and January 2025.

PO Box 1838
Roswell, NM 88202-1838

TEL: 575.637.6220
FAX: 575.624.6709

roswell-nm.gov

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 5.

Legal Committee
Meeting Date: 01/30/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

DEPARTMENT NAME:
City Clerk Department Report

Attachments

January 2025 Report
Resolution OMA

ROSWELL
New Mexico

City Clerk

January 2025 Monthly Report – City Clerk's Office

The City Clerk's Office continues to serve the City of Roswell and its citizens efficiently and effectively. This monthly report will emphasize some of the key functions that have been completed.

- Process incoming and outgoing mail for the city
- Schedule conference rooms in City Hall
- Request to activate/deactivate alarm codes for exit or new employees
- Field and answer all calls/questions staff
- Attend City Council meetings, workshops, and various standing committee meetings
- Review and post all committee meeting agendas. Publish approved meeting minutes. Draft minutes and various cancellations for the following committees:

    - Airport Advisory Board
    - Cemetery Commission on Aging
    - Commission of Aging
    - Drought Contingency Task Force
    - Keep Roswell Beautiful
    - Occupancy Tax Board
    - Parks and Recreation
    - Pecos Valley Regional Communication Center
    - Planning & Zoning
    - Planning & Zoning
    - Roswell Museum BOT
    - Roswell Public Library

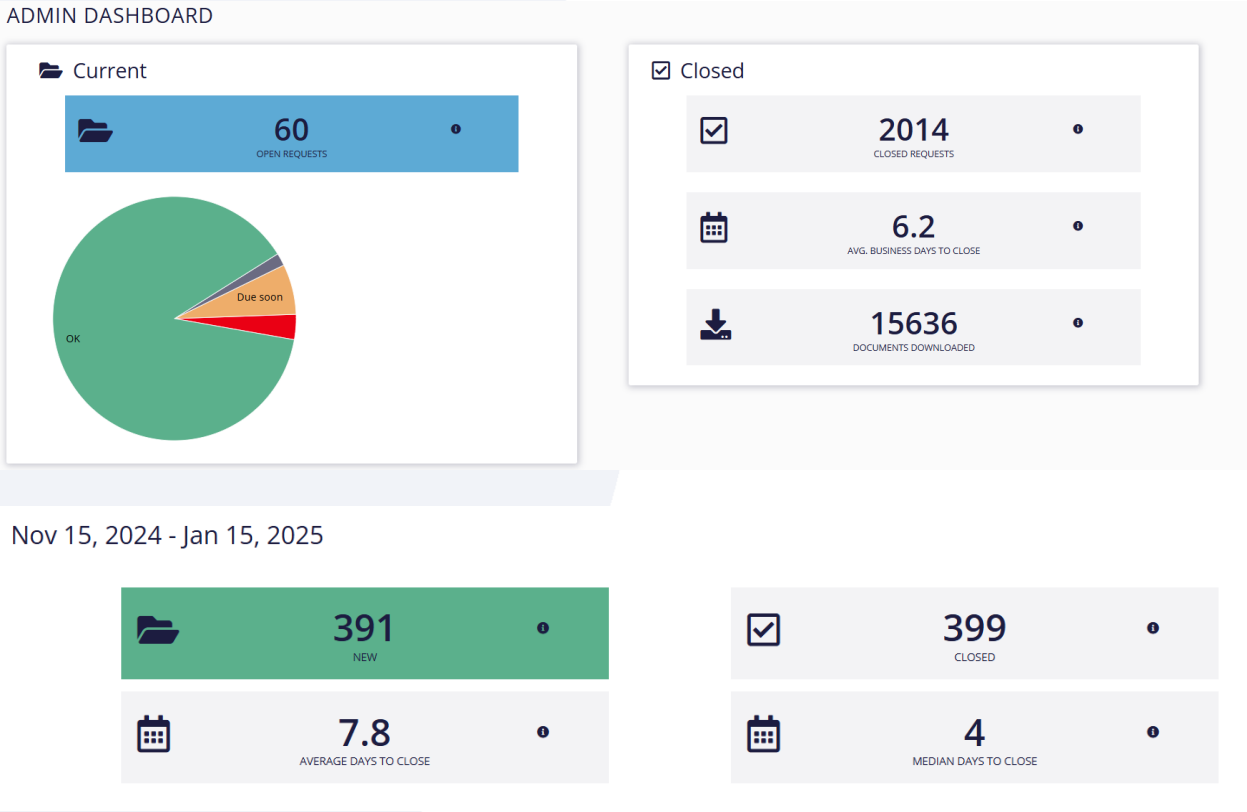
City Council: prepare, publish, and post meeting agendas, notices, workshops, and special sessions. Proofread and revise abstracts and attachments. Collect data from standing committees. Review and revise City Council meeting and workshop PowerPoints.

PO Box 1838
Roswell, NM 88202-1838

TEL: 575.637.6202
FAX: 575.624.6709

roswell-nm.gov

NextRequest – November 15, 2024 – January 15, 2025



Department	New	Closed
City Clerk	82	86
Municipal Court	1	0
PVRCC (Chaves County Sheriff's Office)	13	15
Roswell PD	305	299

Cost Recovery: Payments received from requesters via NextRequest

	Requests	Amount
Total Invoices	224	$2,175.00
YTD	544	$6,958.00

Cost Recovery for 2024

	Requests	Amount
Total Invoices	1028	$11,843.00

RESOLUTION 25-XX
ADOPTING RESOLUTION 25-02 PURSUANT TO THE OPEN MEETINGS ACT

WHEREAS, Section 10-15-1 (B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to 4) states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any council, commission, committee, or other policy-making body of any state or local public agency held for the purpose of formulating public policy, discussing public business, or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation, or formal action occurs shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1 (D) of the Open Meetings Act requires the City Council of the City of Roswell to determine annually what constitutes reasonable notice of its public meetings as well as meetings of any commission, committee, or other policy making body of the City;

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

1. All meetings of the Roswell City Council shall be held at the Chaves County Administrative Center, Commission Chambers - #1 St, Mary's Place, Roswell, New Mexico, or as indicated in the meeting notice.

2. Unless otherwise specified, regular meetings shall be held each month on the second Thursday at 6:00 p.m. The agenda will be available from the City Clerk, whose office is located at City Hall in Roswell, New Mexico, at least seventy-two (72) hours prior to the meeting. In addition, for the convenience of its citizens, it is the goal of the City to enhance this process by also posting the agenda on its website located at www.roswell-nm.gov. Notice of any other regular meetings of the City Council will be given ten (10) days in advance of the meeting date. The notice shall indicate how a copy of the agenda may be obtained.

3. Regular meetings of the standing committees of the City Council shall be held monthly at the same time and on the same day of the same week of the month as determined by each standing committee at the Roswell City Hall Conference Room, 425 N Richardson Street, Roswell, New Mexico, or as indicated in the meeting notice. The agenda will be available from the City Clerk, whose office is located at City Hall in Roswell, New Mexico, at least seventy-two (72) hours prior to the meeting. In addition, for the convenience of its citizens, it is the goal of the City to enhance this process by also posting the agenda on its website located at www.roswell-nm.gov. Notice of any other regular meeting of a standing committee will be given ten (10) days in advance of the meeting date. The notice shall indicate how a copy of the agenda may be obtained. As of the date of this resolution, the standing committees of the City Council meet regularly as follows (unless otherwise posted):

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Finance Committee:	first Thursday of each month at 2:00 p.m.
Infrastructure Committee:	third Monday of each month at 2:00 p.m.
Public Safety Committee:	first Tuesday after City Council meeting at 4:00 p.m.
Legal Committee:	fourth Thursday of each month at 2:00 p.m.

4. Special meetings may be called by the Mayor or a majority of the members of the City Council or by the Chair of a standing committee at least seventy-two (72) hours prior to any special meeting. The notice shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two (72) hours prior to any special meeting.

5. Emergency meetings will be called only under unforeseen circumstances which demand immediate action to protect the health, safety, and property of citizens or to protect the public body from substantial financial loss in accordance with all state and local laws. The City Council will avoid emergency meetings whenever possible. Emergency meetings may be called by the Mayor or by a majority of the members of the City Council upon twenty-four (24) hours' notice unless threat of personal injury or property damage requires less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.

6. For the purposes of regular meetings described in paragraphs 2 and 3 of this resolution, notice requirements are met if notice of the date, time, place, and agenda is sent, i.e. emailed, to newspapers of general circulation and posted on the City Hall located at, 425 North Richardson Avenue, Roswell, New Mexico or other location determined by the City of Roswell if 425 N. Richardson Avenue is not available. The City Clerk shall also email copies of the written notice to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings. In addition, for the convenience of its citizens, it is the goal of the City to enhance this process by also posting the agenda on its website located at www.roswell-nm.gov.

7. For the purposes of special meetings and emergency meetings described in paragraphs 4 and 5 of this resolution, notice requirements shall be met by posting notice of the date, time, place, and agenda on the City Hall located at, 425 North Richardson, Roswell, New Mexico. The City Clerk shall also provide email notice to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.

8. For the purpose of telephonic conference or voting and the approval of the presiding officer, a member of the City Council may participate by telephone or other similar communications equipment when it is difficult or impossible for the Councilor to attend the meeting in person, provided that the Councilor can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the Council.

9. In addition to the information specified above, all notices shall include the following language: If you are an individual with a disability who is in need of a reader, amplifier,

DRAFT

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 if a summary or other type of accessible format is needed.

10. The Council or Committee may close a meeting to the public only if the subject matter of such discussion or action is exempted from the open meeting requirement under Section 10-15-1 (H) of the Open Meetings Act.

    a. If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the Council or Committee taken during the open meeting. The authority for closure and the subjects to be discussed shall be stated in the motion for closure and the vote on closure of each individual member shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in a closed meeting.

    b. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

    c. Except as provided in Section 10-15-1 (H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by the vote of the Council or Committee in an open public meeting.

PASSED, ADOPTED, AND APPROVED this 13th day of February 2025

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

DRAFT

Legal Committee
Meeting Date: 01/30/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Discussion of RFP for development of municipal near Cielo Grande. (Hess Yntema)

BACKGROUND:
Initiated by: Hess Yntema

FINANCIAL CONSIDERATION:
See Fiscal Impact below.

LEGAL REVIEW:
City Attorney has drafted this item.

BOARD AND COMMITTEE ACTION:
The Legal Committee will be first to consider this item.

STAFF RECOMMENDATION:
Discussion of RFP for development of municipal near Cielo Grande.

Legal Committee
Meeting Date: 01/30/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Resolution 25-XX: consider recommending the adoption of Resolution 25-XX shall require the removal or demolition of four (4) dilapidated structures. (Toby Franco)

BACKGROUND:
Initiated by: Toby Franco

These structures constitute a public nuisance harmful to the 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 costs 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:
This is to be reviewed by the Legal Committee at their meeting on January 23, 2025.

STAFF RECOMMENDATION:
Resolution 25-XX: consider recommending adoption of Resolution 25-XX shall require the removal or demolition of four (4) dilapidated structures.

Attachments
ATT 1 Resolution 25-XX Condemnations
ATT 2 Resolution 25-XX Condemnations

CITY OF ROSWELL
RESOLUTION 25-XX

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 13th day of February 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

Location	Condition	Name
606 N GARDEN AVE #1/2 BELLE PLAIN Lot: 56 S 60' W 74' E 134' S 33 T 10S R 24E	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	ARTHUR J CONTRERAS 606 N GARDEN AVE #1/2 ROSWELL, NM 88201
1311 1/2 N MONTANA AVE Legal Summary Tract 2 S 32 T 10S R 24E NW4 NW4 E 267.12' W 417.12' S 127' N 367'	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	BOUTREAUX, ANGELIQUE C; KNIGHT, KHAI; KNIGHT, ALICIA DAWN 1311 1/2 N MONTANA AVE ROSWELL, NM 88201
2311 N SHARTELLE AVE Legal Summary MBL HOME TITLE: 94861MHB SERIAL: HK683C YEAR: 1969 MAKE: HILLCREST SIZE: 12 X 50 MH COLOR: WHITE	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	SOLORZANO, GERARDO JR 929 E KATY LN HOBBS, NM 88242
110 S KANSAS AVE OVARDS Block 4 Lot 6	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	CHANDLER, MARIA 835 SHILO RD BASTROP, TX 78602

606 N GARDEN AVE #1/2





1311 1/2 N MONTANA AVE





2311 N SHARTELLE AVE





110 S KANSAS AVE





Legal Committee
Meeting Date: 01/30/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
RFP 25-005: consider recommending approval of RFP 25-005 William Chesser Farm Lease. (Todd Verciglio)

BACKGROUND:
Initiated by: Todd Verciglio

The City of Roswell has 286 acres known as "William Chesser Farm" for lease. The land is used for farming wheat, corn, and cotton. The current lease is set to expire, and there are no more options to renew.

FINANCIAL CONSIDERATION:
See Fiscal Impact below.

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

BOARD AND COMMITTEE ACTION:
Legal Committee will be the first to consider this item.

STAFF RECOMMENDATION:
RFP 25-005: consider recommending approval of RFP 25-005 William Chesser Farm Lease.

Attachments
RFP-25-005 WILLIAM CHESSER FARM LEASE- DRAFT SOW
SITE MAP-WILLIAM CHESSER FARM

SCOPE OF WORK DRAFT

CITY OF ROSWELL

REQUEST FOR PROPOSALS

RFP: 25-005

William Chesser Farm Lease

RFP Issue Date: 2/16/2025

PROPOSAL DUE:
3/18/2025 02:00 PM

PURCHASING DEPARTMENT
425 N. RICHARDSON
ROSWELL, NM 88203

CONTACT: ARELY PEEK
CHIEF PROCUREMENT OFFICER
575-637-6299

SCOPE OF WORK DRAFT

Anticipated Schedule

Action	Date
1. Issue of RFP	2/16/2025
2. Acknowledgement of Receipt Form	2/26/2025
3. Deadline to Submit Additional Questions	2/26/2025
4. Response to Written Questions/RFP Addendum	2/28/2025
5. Submission of Proposal 2:00 PM	3/18/2025
6. Proposal Evaluation	3/21/2025
7. Recommendation to Committee	4/24/2025
8. Recommendation to Award to City Council	5/08/2025
9. Notice of Award	5/09/2025
10. Protest Deadline	+15
11. Contract Negotiations/Executed	5/27/2025

SCOPE OF WORK / SPECIFICATIONS

I. General

A. City's Intent

The City of Roswell is seeking proposals from interested Offerors to lease William Chesser Farm for farming purposes.

The minimum bid price to qualify is $125.00 per acre or $35,750.00 annually. After the first year, the price increases by 3% or the current CPI, whichever is greater annually.

B. Background

The City of Roswell has 286 acres known as "William Chesser Farm" for Lease. The land is used for farming wheat, corn, and cotton.

The NE ¼ of Section 24, Township 12 South, Range 23 East, N.M.P.M., containing 157 acres, more or less;

The N ½ NE ¼ SE ¼ of Section 24, Township 12 South, Range 23 East, N.M.P.M., subject to a right-of-way easement granted to the City of Roswell over and across the East 25 feet of the SE ¼ of said Section 24, containing 20 acres, more or less;

The NE ¼ NW ¼ of Section 28, Township 12 South, Range 24 East, N.M.P.M., containing 32 acres, more or less;

The North 3 acres of Lot 2 of Section 28, Township 12 South, Range 24 East, N.M.P.M.;

Lot 1 of Section 28, Township 12 South, Range 24 East, N.M.P.M., containing 16.18 acres, more or less;

A tract of land, being the SE ¼ SW ¼ of Section 21, Township 12 South, Range 24 East, N.M.P.M., and all of Lot 4 of Section 21, Township 12 South, Range 24 East, N.M.P.M., containing 55.94 acres more or less, excepting there from the South 500 feet of the East 871.2 feet of the West 896.2 feet thereof, such excepted tract containing 10 acres, and excepting 6 acres of water rights under State Engineer's File Nos. RA-2557 and RA-2558, subject to a right-of-way easement granted to the City of Roswell over and across the West 25 feet of Lots 3 and 4 of said Section 21;

All subject to a right-of-way easement granted to the City of Roswell over and across the South 12.5 feet of Section 21 and the North 12.5 feet of Section 28, all in Township 12 South, Range 24 East, N.M.P.M. Together with 274 acres of water rights appurtenant to the above-described lands as adjudicated under State Engineer's File Nos. RA-2557 and RA-2558.

II. Statement of Work

A. General

1. **Contract Term**
   a) The City of Roswell is seeking a 5-year agreement.
2. **Rent**
   a) The Lessee agrees to pay the Lessor an annual rental in the amount of $_____per year.
   b) The Lessee must pay the full annual rental amount of the current lease year.
      i. Failure to pay an installment by the applicable deadline shall be a default under paragraph 12 of this Lease.
      ii. Interest on any late payment shall accrue twelve percent (12%) per annum.
      iii. The base lease amount shall be increased by the appropriate Consumer Price Index (CPI), or 3% whichever is greater.
3. **Possession**
   a) The Lessor agrees to grant Lessee possession and agrees that Lessee will be afforded a reasonable opportunity to remove crops that remain un-harvested at the expiration of this lease subject to interfering with neither Lessor's right to possession nor the farming operations of any subsequent tenants.
4. **Condition of Premises**
   a) The interested person is responsible for viewing the site conditions before submitting a price.
   b) It will be assumed that by submitting a proposal, you have viewed the site conditions.

iv. Unfamiliarity with conditions will not relieve the lessee from the obligations to furnish all equipment, supplies, and labor necessary to carry out the provisions of the lease and to complete the performance of the obligations of the lease. Reference Exhibit B for the lease.

c) The Lessee accepts the leased premises in their present condition.

i. The Lessee agrees that it has inspected the above-described property and all improvements and is receiving the same in good repair and condition.
ii. At the expiration of the term hereof, the Lessee agrees to yield up and deliver the premises to the Lessor in as good repair and condition as when entered upon, with loss resulting from ordinary use and wear excepted.

5. **Use of Premises**

a) Lessee shall us the leased premises solely for the purpose of conducting and operating its farming business together with such other related uses as shall be reasonable accessory thereto and for no other purposes.

i. It shall not use the leased premises for any purpose prohibited by the laws of the United States, the State of New Mexico, or the ordinances of the City of Roswell.

b) Lessee shall conduct and operate its business in such a manner so as to prevent the performance of any act, creation, or maintenance of anything which in the opinion of the Lessor may be or become a nuisance of otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor, other forms of air pollution, or other condition, substance, or element in such amounts as to affect the surrounding area or adjoining premises.

i. The Lessor shall be the sole judge as to whether any act done or things created or maintained by Lessee on the leased premises is or may become a nuisance or otherwise noxious or objectionable condition, and Lessee agrees to abide by Lessor's decision and act in accordance with its directions with respect thereto.

6. **Maintenance**

a) Except as otherwise provided herein, Lessee, at its sole cost and expense, shall maintain the leased premises in a clean and orderly condition and shall maintain and replace, when necessary, all plumbing, wiring, glass, heating, and other similar fixtures or equipment located on or in any portion of the above-described property, including the orbital sprinkler system, and buildings located thereon.

i. The Lessor shall be the sole judge of the quality of maintenance, and upon written notice by the Lessor, the Lessee shall be required to perform whatever maintenance is deemed necessary by the Lessor. Suppose said maintenance is not undertaken within ten (10) days after receipt of written notice. In that case, the Lessor shall have the right to enter the leased

premises and perform the necessary maintenance, which the Lessee shall bear.

b) The Lessee agrees explicitly to maintain, at its sole cost, irrigation ditches, and fencerows in a weed-free condition. Should Lessee fail to maintain the ditches and fencerows weed-free, Lessor may consider such nonperformance a default and proceed as provided in Paragraph 12. The Lessor shall give the Lessee written notice of such termination, and the Lessee shall be afforded a reasonable opportunity to remove its removable possessions.

c) Lessee's responsibilities to pay for ordinary maintenance repairs under this paragraph shall include only minor repairs, that is, repairs whose total cost, including parts and labor, is less than $1,000 for each separate event and, in the event of repairs in excess of such amounts, Lessee shall be responsible for only $1,000 of the total repair expense. The lessor shall be responsible for the remainder. Repair expenses may not be consolidated or cumulated when arriving at the total expense for one (1) repair.

d) The Lessor agrees that in the event repair or replacement of an irrigation pump or its associated equipment is necessary during one growing season, the Lessor will take all reasonable steps necessary to provide a continued and adequate supply of water but assumes no liability for failure to supply such water, and the failure shall occasion no abatement by the rental hereunder.

7. **Water Rights**

a) The water rights appurtenant to the leased premises are governed and regulated by law. The parties agree that Lessee shall not use more than 3.5-acre feet of water per acre of water rights during any one (1) year period during the term of this lease without the approval of Lessor. Any over-appropriation of water without the approval of the Lessor may be treated as a default of this lease. If at the end of this lease or the five (5) year New Mexico State Engineer's Water Allocation, whichever comes first, any overuse of the water allocation shall be reimbursed by the Lessee to the Lessor at the rate of $22.87 per acre-foot.

8. **Taxes**

a) During the term thereof, Lessee shall pay all taxes, licenses, charges, fees, or assessments levied or to be levied upon personal property, fixtures, or equipment placed by Lessee upon said premises, accrued or accruing, of whatsoever kind or nature, incident to, or arising out of the conduct of Lessee's business.

9. **Improvements**

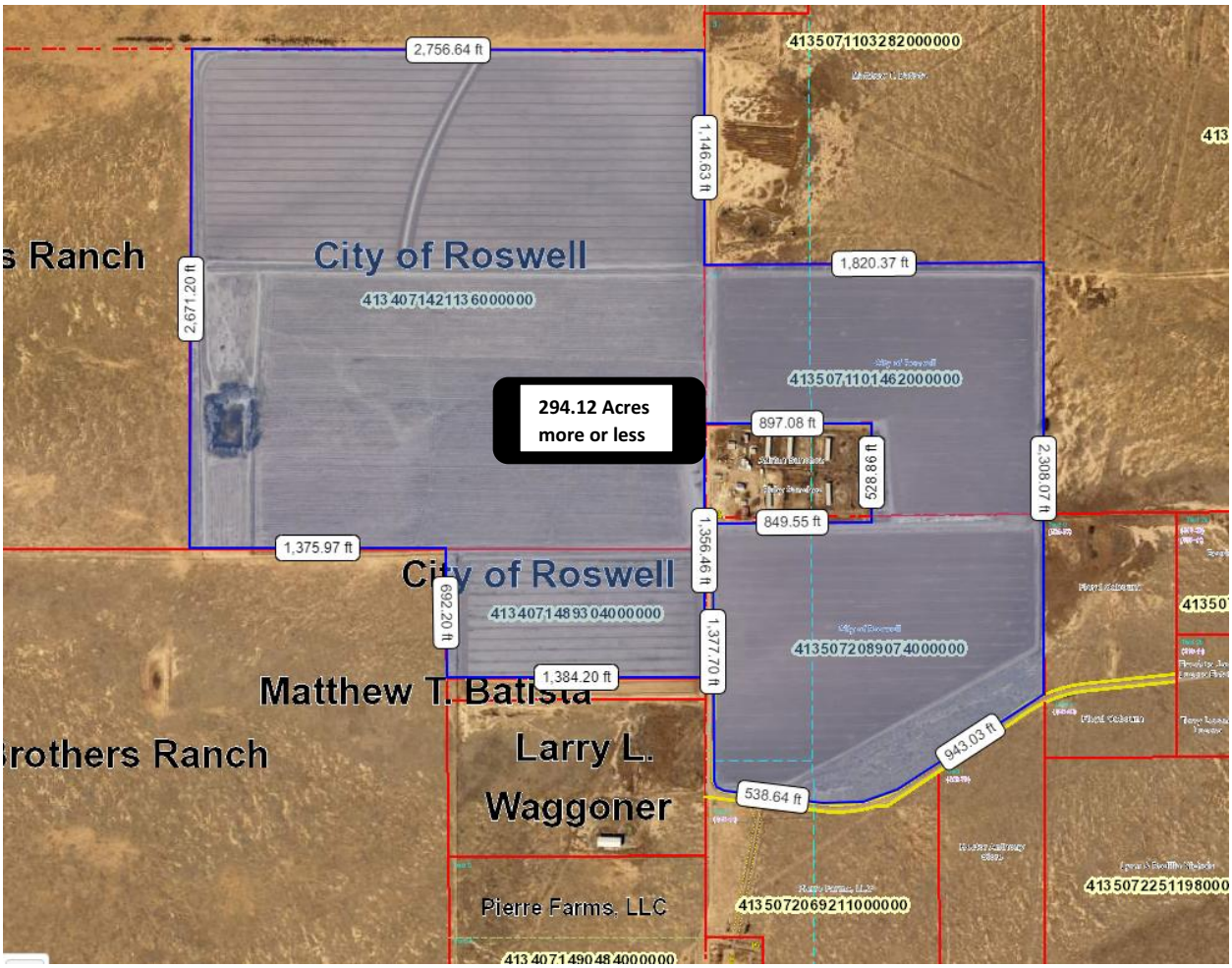
a) Except as otherwise provided herein, Lessee shall have the right to install such fixtures and equipment as may be necessary for the conduct and operation of its business and, at the expiration of the term thereof, shall have the right to remove all such fixtures and equipment installed by it that can be removed without damage to the premises provided. However, the Lessee shall not make, suffer, or permit to be made any major additions, alterations, or improvements on the

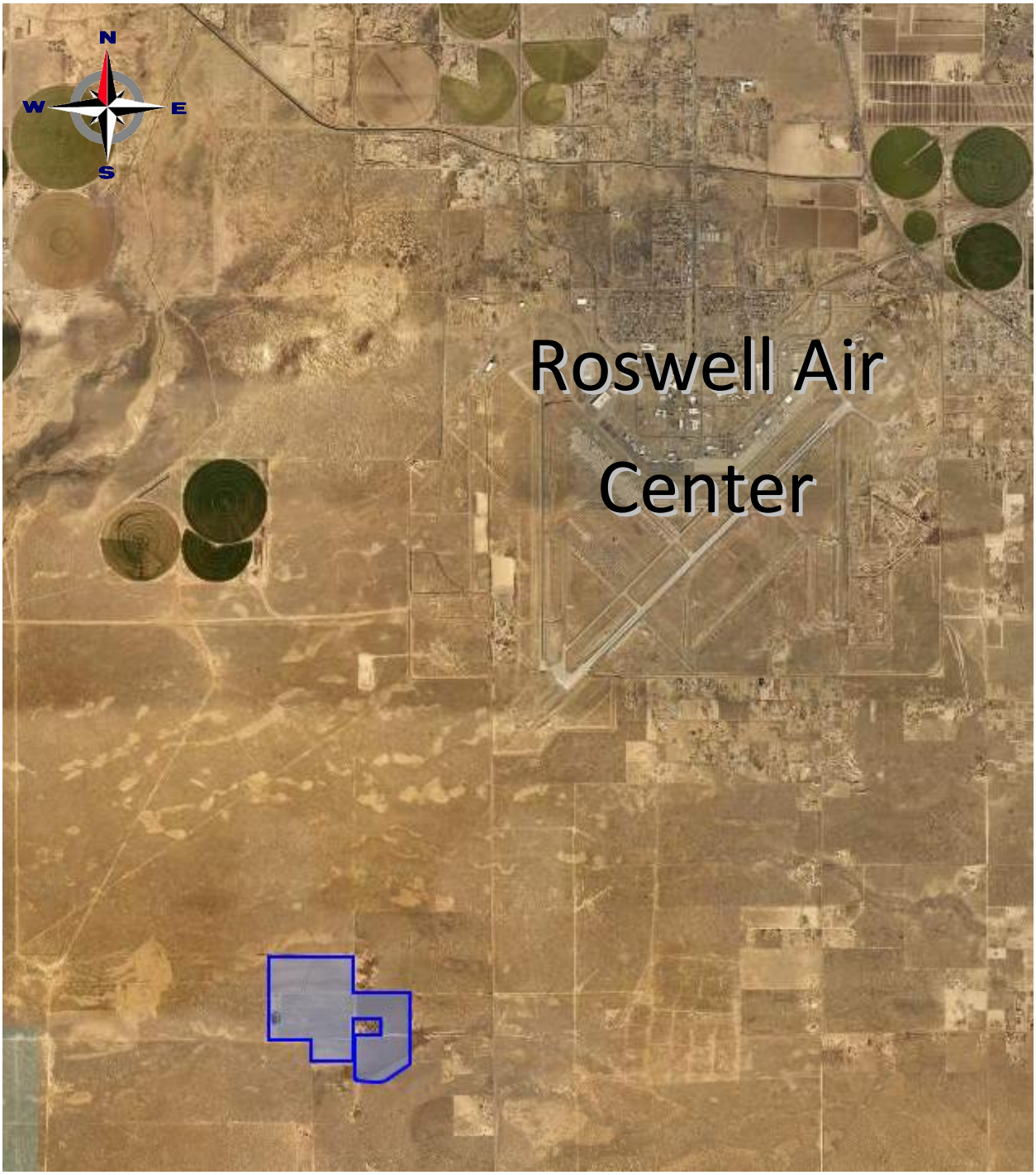
premises without first obtaining the written consent of the Lessor and, in the event the consent is given and Lessee makes any major alterations, additions, or improvements, such work shall be done in a manner that no mechanic's lien, material man's lien, or other liens of any kind shall be created against or imposed upon the premises or any part thereof and Lessee shall indemnify and save harmless the Lessor from any and all liability and claims for damages of any kind and nature which may be made or accrue against Lessor on account of any such major alterations, additions, or improvements. The Lessee hereby agrees that any such major alterations, additions, or improvements made by it, which cannot be safely removed, shall become the property of the Lessor, and the value thereof will not be offset against any amounts claimed by the Lessor as owing under the terms of this lease.

B. **Expectation of City**

The winning bidder will acknowledge that the property will be fully reconditioned to meet the requirements of the International Building Code and the Offeror's proposed use of the building as shown in their proposal.

Note: Failure to complete all of the improvements agreed to between the City of Roswell and the Offeror within eighteen (18) months from the date of the property transfer will result in the City reclaiming the property unless the agreement is modified and agreed to by all parties.


2,756.64 ft
1,146.63 ft
1,820.37 ft
2,671.20 ft
City of Roswell
413407142113 6000000
294.12 Acres
more or less
897.08 ft
528.82 ft
2,308.07 ft
413507110146 2000000
849.55 ft
1,356.46 ft
1,375.97 ft
City of Roswell
413407148930 4000000
692.20 ft
1,377.70 ft
413507208907 4000000
1,384.20 ft
Matthew T. Batista
Larry L.
Waggoner
943.03 ft
538.64 ft
Pierre Farms, LLC
413507206921 1000000
413507225119 8000
413507110328 2000000


N
W
E
S
Roswell Air
Center

Legal Committee
Meeting Date: 01/30/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Approval of authorization for ratification of the expenditure of $179,216.33, over $60,000.00, to procure engineering services from Molzen Corbin for the NCAR triangle site survey. (Jenna Lanfor)

BACKGROUND:
Initiated by: Jenna Lanfor

A budget adjustment for $179,216.33 was approved by the city council on January 9, 2025, to utilize State Appropriations grant 22-G2773 for funding the drainage survey Task Order from Molzen Corbin.

FINANCIAL CONSIDERATION:
See fiscal impact

LEGAL REVIEW:
Sent to the city attorney for review via email 1/10/2025.

BOARD AND COMMITTEE ACTION:
The Legal Committee will be the first to consider this item.

STAFF RECOMMENDATION:
Approval of authorization for ratification of the expenditure of $179,216.33, over $60,000.00, to procure engineering services from Molzen Corbin for the NCAR triangle site survey.

Fiscal Impact
BUDGETED? Yes/No: Yes
FISCAL YEAR: FY2025
FUNDING/BUDGET SOURCE: State Appropriations 22-G2773
FINANCIAL CONSIDERATION:
The Notice of Obligation (no.4) specifies State Appropriations grant 22-G2773 (Infrastructure) has prior obligations for $104,105.19, which includes funding for the addition of the ECP 5 gate (formerly Aevex) to ROW security, and the geotech survey for the original site location for the city-owned RUBB hangar. The remaining balance of 22-G2773 following the addition of the $179,216.33 obligation for the site survey is $4,666,678.48.

Attachments
Molzen Corbin Proposal
Molzen Corbin RFP 2024-174
Notice of Obligation (no.4) 22-G2773

MOLZENCORBIN

December 12, 2024

Ms. Bobbi Thompson
Roswell Air Center Interim Director
1 Jerry Smith Circle
Roswell, NM 88203

RE: Task Order for Professional Services for the National Championship Air Races Grading and Drainage Improvements

Dear Ms. Thompson:

Thank you for the opportunity to present this task order proposal for Professional Design Services as requested for the Roswell International Air Center Grading and Drainage Improvements. Our understanding of your current needs includes the following:

Background:

The National Air Races, a program that previously took place in Reno, Nevada has relocated – for the foreseeable future – to the Roswell International Air Center (RIAC). As designated by the airport, the Air Races will take place along the outside of the northwest corner of the airfield. The triangle shaped area at the northwest corner (see attached exhibit) is to be developed as an area for attendees with various attractions and elements set to take place during the races. This development prompts the need for a grading and drainage plan for the area.

Scope of Work:

- Survey – Provide aerial and topographical survey of project area which includes the following:
  - Vertical and horizontal topographical representation of the existing conditions for the designated Air Races Area.

- Pre-Design/Study/Programming – Study of existing drainage and grade conditions of the designated land. This will include the following:

  - Facilitating external coordination/meetings regarding grading and drainage design with stakeholders.
  - Sub-Consultant Coordination.
  - Environmental Documentation and Clearance (assuming CATEX).
  - Inventory/evaluation of existing drainage and grade conditions.
  - Watershed mapping, modeling and calculations.
  - Drainage technical recommendations letter report.

- Final Design – Prepare 100% Design Documents to be reviewed and approved by City/Airport. These documents will include the following:

  - Construction, Safety and Phasing Plan sheets for FAA submittal.
  - Existing Drainage and Grade Conditions sheets.
  - Demolition sheets.
  - Proposed Grading and Drainage sheets.
  - Plan and Profile sheets as needed.

- **Construction Administration Services including:**

  - Manage the Preconstruction Conference
  - Monthly field observations for construction duration as required for evaluation of construction progress.

- RFI review and response.
- Test report reviews.

Fee:

We propose to accomplish this work under the terms and conditions of the RFP-24-012 Engineering Services Agreement – Roswell Air Center. Services will be billed on a Lump Sum basis with invoices submitted monthly:

1. Survey (Aerial and with ground topographic for approximately 375 acres)	$ 81,590.30
2. Study, Design, Bidding, and Limited Construction Administration Services as required for Grading and Drainage Improvements:	$ 64,270.00
3. Estimated Reimbursable Expenses:	$ 20,241.00
Subtotal:	**$166,101.30**
Estimated New Mexico Gross Receipts Taxes (NMGRT) @ 7.8958%:	$ 13,115.03
Grand Total:	**$179,216.33**

Reimbursable expenses are only an estimate and only actual expenses will be billed. NMGRT, subject to change bi-annually, will be assessed and billed at the current rate at the time of billing.

Thank you for the opportunity to continue working with the Roswell Air Center. If you are in agreement with the proposed Scope of Professional Services, please countersign this letter and return an executed copy for our records.

If you have any questions or require additional information, please contact me at 505.242.5700.

Sincerely,

MOLZEN CORBIN

K. W. E.

Kevin W. Eades, P.E.
Chief Executive

Accepted By:

City of Roswell

_____
Signature Date

_____
Printed Name

_____
Title

CONTRACT AMOUNT
RIAC Air Races Grading and Drainage Improve
City of Roswell

MOLZENCORBIN

Mike Provine

				COST	CALCULATED CONTRACT AMOUNT
BASIC FEE (Labor)					
SUBTOTAL LABOR					$64,270.00
OTHER DIRECT SUBCONSULTANTS	Sub Type		Phase		
Bohannon Huston	Survey			$74,173.00	
SUBTOTAL OTHER DIRECT SUBCONSULTANTS					$74,173.00
Reimbursable Markup (if any)			10%		$7,417.30
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				$74,173.00	$81,590.30
TOTAL BASIC FEE					$145,860.30
REIMBURSABLES			Quantity		
In-House Copies		$0.11	500.00	$55.00	
In-House Color Copies (8 1/2 x 11)		$1.00	100.00	$100.00	
In-House Color Copies (11 x 17)		$2.00	50.00	$100.00	
In-House Large Format Prints		$3.00	100.00	$300.00	
In-House Large Format Plots		$3.00		$0.00	
Commercial Copies		$0.06		$0.00	
Commercial Prints		$1.02		$0.00	
Commercial Color Copies		$1.50		$0.00	
In-House or Commercial Mylars		$10.50	1,800.00	$18,900.00	
Mileage		$0.655		$0.00	
Bidding Documents (Specs & Plans)					
Commercial Travel					
Lodging-Per Diem (per person/per day)		$98.00	2.00	$196.00	
Meals - Per Diem (per person /per day)		$59.00	10.00	$590.00	
Photo					
Postage					
Supplies/Misc.					
SUBTOTAL REIMBURSABLES					$20,241.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES					**$166,101.30**
NMGRT	Use Appropriate GRT Rate From GRT Tab.		7.8958%		$13,115.03
TOTAL					**$179,216.33**

CIVIL MANHOUR ESTIMATE
RIAC Air Races Grading and Drainage Improve
City of Roswell
Mike Provine

MOLZENCORBIN

		CIVIL					ADMIN		
No.	Project Task	Principal Engineer	Senior Engineer	Engineering Intern I	Senior Engineering Design Technician	Departmental Totals	ADMIN - Support	ADMIN. Totals	Grand Totals
I.	**Pre-Design/Study/Programming**								
1	Kick-off Meeting		10.00	10.00		20.00		0.00	20.00
2	Site Visits 6 estimated		60.00	60.00		120.00			
3	Survey Sub Coordination and Review		2.00	8.00	4.00	14.00	2.00		
4	Geotechnical Sub Coordination/Report Review		1.00	4.00		5.00	2.00		
5	Environmental Clearance (CatEx SOP)		1.00	8.00	1.00	10.00			
6	Inventory/Evaluation of Existing Drainage Conditions		2.00	10.00		12.00			
7	Inventory/Evaluation of Existing Grade		2.00	10.00		12.00			
8	Watershed Mapping			8.00		8.00			
9	Watershed Modeling			10.00		10.00			
10	Drainage Technical Report		3.00	15.00		18.00			
11	Drainage Calculations			10.00		10.00		0.00	10.00
12	Evaluating Drainage Design Alternatives		3.00	10.00		13.00			
13	Internal Review		3.00	5.00		8.00			
14	Quantity Estimate		1.00	2.00		3.00			
15	City and NCAR Coordination		8.00	8.00		16.00		0.00	16.00
16	Grant Management					0.00		0.00	0.00
						0.00		0.00	0.00
	CADD Management				2.00	2.00		0.00	2.00
	Project Management		4.00			4.00		0.00	4.00
	Quality Assurance		2.00			2.00		0.00	2.00
	Subtotal Hours Pre-Design/Study/Programming	0.00	92.00	168.00	7.00	267.00	4.00	4.00	54.00
	Subtotal Fees Pre-Design/Study/Programming	$0.00	$20,240.00	$21,000.00	$1,015.00	$42,255.00	$400.00	$400.00	$42,655.00
V.	**Final Design (100%)**								
1	CSPP		4.00	6.00	10.00	20.00		0.00	20.00
2	Existing Drainage and Grade Conditions Sheets		1.00	2.00	10.00	13.00		0.00	13.00
3	Demolition Sheets		1.00	2.00	10.00	13.00		0.00	13.00
4	Proposed Conditions Drainage and Grading Sheets		1.00	2.00	10.00	13.00		0.00	13.00
5	Plan and Profile Sheets		1.00	2.00	12.00	15.00		0.00	15.00
6	Misc Detail Sheets		1.00	2.00	12.00	15.00		0.00	15.00
7	Internal Review		2.00	4.00	4.00	10.00		0.00	10.00
8	Quantity Estimate		1.00	4.00	4.00	9.00			
						0.00		0.00	0.00
	CADD Management					0.00		0.00	0.00
	Project Management		2.00			2.00		0.00	2.00
	Quality Assurance		2.00			2.00		0.00	2.00

CIVIL MANHOUR ESTIMATE
RIAC Air Races Grading and Drainage Improve
City of Roswell
Mike Provine

MOLZENCORBIN

		CIVIL					ADMIN		
No.	Project Task	Principal Engineer	Senior Engineer	Engineering Intern I	Senior Engineering Design Technician	Departmental Totals	ADMIN - Support	ADMIN. Totals	Grand Totals
	Subtotal Hours Final Design (100%)	0.00	16.00	24.00	72.00	112.00	0.00	0.00	103.00
	Subtotal Fees Final Design (100%)	$0.00	$3,520.00	$3,000.00	$10,440.00	$16,960.00	$0.00	$0.00	$16,960.00
VII.	**Construction Admin. Services**								
1	Pre-Construction Conference		1.00	1.00		2.00		0.00	2.00
2	Site Visits			20.00		20.00		0.00	20.00
3	RFI Reviews		2.00	4.00		6.00		0.00	6.00
4	Submittal Reviews					0.00		0.00	0.00
5	Test Report Reviews		1.00	2.00		3.00		0.00	3.00
						0.00		0.00	0.00
						0.00		0.00	0.00
	Project Management					0.00		0.00	0.00
	Quality Assurance					0.00		0.00	0.00
	Subtotal Hours Construction Admin. Services	0.00	4.00	27.00	0.00	31.00	0.00	0.00	31.00
	Subtotal Fees Construction Admin. Services	$0.00	$880.00	$3,375.00	$0.00	$4,255.00	$0.00	$0.00	$4,255.00
	Total Labor Hours	0.00	112.00	219.00	79.00	410.00	8.00	8.00	192.00
	Standard Billing Rate or Fee	$240.00	$220.00	$125.00	$145.00		$100.00		
	Fee Dollars	$0.00	$24,640.00	$27,375.00	$11,455.00	$63,470.00	$800.00	$800.00	$64,270.00

Bohannan Huston
great people supporting great communities

7500 Jefferson Street NE
Albuquerque, NM 87109

505.823.1000
bhinc.com

December 6, 2024

Mike Provine, PE
Vice President
Molzen Corbin
2701 Miles Rd SE
Albuquerque, NM 87106

mprovine@molzencorbin.com

Re: Roswell Air Center Survey

Dear Mr. Provine:

Bohannan Huston, Inc. (BHI) thanks you for this opportunity and is pleased to provide this proposal for surveying services to perform topographic surveying services related to development for the upcoming National Championship Air Races. The project is located within the grounds of the Roswell Air Center, Roswell, NM. The proposed project site encompasses approximately 375 Acres to be surveyed with a combination of aerial and on-the-ground surveying in accordance with a PDF and kmz files provided by Molzen Corbin.

SCOPE OF SERVICES

Task 1: NM811 Coordination

Three days prior to the scheduled field survey, a BHI survey technician will mark the survey limits with a combination of white spray paint, lath, and/or white flagging tape. These markings are to be used as a guide for utility owners to show where the underground utilities should be marked. A Design Locate Request will then be submitted with NM811. (Accessible area to the north east only).

Task 2: Field Survey

Three control points will be established adjacent to or on the project site. The control and project coordinate system will be tied to NAD83(2011), NAVD88 and projected to a modified ground system based on New Mexico State Plane Coordinates – Central Zone, USFoot. Topographic survey will be collected to meet a 1"=40' horizontal accuracy. A topographic survey will then be conducted based on the limits as shown in Attachment A (blue areas). Enough data will be collected to support a one-foot contour interval. All planimetric and topographic features within the survey limits will be mapped during the survey, including but not limited to: grade breaks, drainage structures, fences, curb/gutter, edge of pavement/concrete, visible utility features, and paint marks left by utility owners which designate underground facilities. Manhole and drop inlet invert depths and pipe sizes will be recorded for any sanitary or storm drain manhole within the survey limits as long as the survey crew is able to open the manhole cover safely. No manholes will be opened within roadways which require traffic control to open. Finished floor elevations will be obtained at doors facing the project area. The ground survey will be merged with aerial mapping from our spatial data group.

Task 3: Aerial Mapping

Mapping is required for existing conditions modeling to perform the engineering. There is no readily available topographic mapping to meet the engineering requirements of the project design objectives. Therefore, we are recommending new photogrammetric mapping of the project area. A manned flight will acquire three overlapping lines of stereo digital imagery covering the design extents. This aerial flight is flown at 1,500 feet above ground level to achieve resultant topographic engineering standards and accuracies. Survey control shall be established and paneled to control the Imagery flight. Once acquired, photogrammetrist will extract a surface model, extract features representing the built up existing conditions, and develop a seamless orthophotograph. A single digital terrain model (1.0 ft contour interval), and topographic mapping with accompanying orthophotography (0.2 ft pixel resolution) will be formatted into AutoCAD Civil 3D files.

Survey Deliverables

Deliverable items will include:

a. Control Report stamped and signed by a New Mexico Professional Land Surveyor describing the survey control set onsite, including field methodology, coordinate system parameters, and datums used with a datasheet for each monument, as required by the Minimum Standards for Surveying in New Mexico.
b. Civil 3D 2023 files including a 2D and 3D planimetric files and a surface file using BH NCS Standards.

FEE:

Topographic Survey	**$21,713.00**
Aerial Mapping & Photogrammetry	**$52,460.00**
TOTAL	**$74,173.00 +NMGRT (Lump Sum)**

Schedule:

Upon receipt of a signed contract and notice to proceed we will commence work. We will require 60 business days or less to complete our draft deliverable, weather permitting.

General Notes / Assumptions:

1. Specific items of service not in this proposal include but are not limited to the following: construction staking, boundary retracements, platting, right-of-way mapping, or preparation of legal descriptions for easements.
2. Any additional work requested by the Client in addition to those tasks identified above will be invoiced on a time & materials basis upon written request and approval from the client.
3. Reimbursable expenses such as mileage, per diem, survey equipment charges and printing will be invoiced at cost or are included in the lump sum fee listed above.
4. Underground utilities within the survey area are to be marked by the facility owners, initiated by BHI's Design Locate Request with NM811. BHI will not be responsible for any deficiencies or lack of responses from the facility owners.
5. It is assumed that by acceptance of this task order, BHI is granted access to the project site.
6. It is assumed that use of an UTV during the survey will be acceptable.

Barry Phillips will be the professional surveyor of responsible charge and project manager with project oversight. Any scheduling issues or company contact can be made through Barry at bphillips@bhinc.com or 5057987903.

This letter and the enclosures listed below constitute the contract:

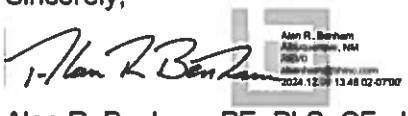
- Standard Form of Agreement
- Fee Schedule
- Attachment A

If this proposal is acceptable, please sign in the space provided below and in the Standard Form of Agreement.

This proposal is subject to renegotiation if not accepted within thirty (30) days. If any portion of this scope extends in duration for more than one year from the date of acceptance, the contract is subject to renegotiation. Time and materials charges will be computed in accordance with the Fee Schedule in effect at the time the services are invoiced. New Mexico Gross Receipts Tax will be added to all invoices unless you are able to provide a NTTC Type 5, 6 (or equivalent) for this contract.

We look forward to working on this project with you and ask that if you have any questions on scope, level of effort, or schedule, please call me to discuss. We want to ensure that your survey requirements are met in the most efficient and effective way possible.

Sincerely,



Alan R. Benham, PE, PLS, CFedS
Senior Vice President
Survey Technologies

ARB/slc
Attachments
Aerial Mapping Scope

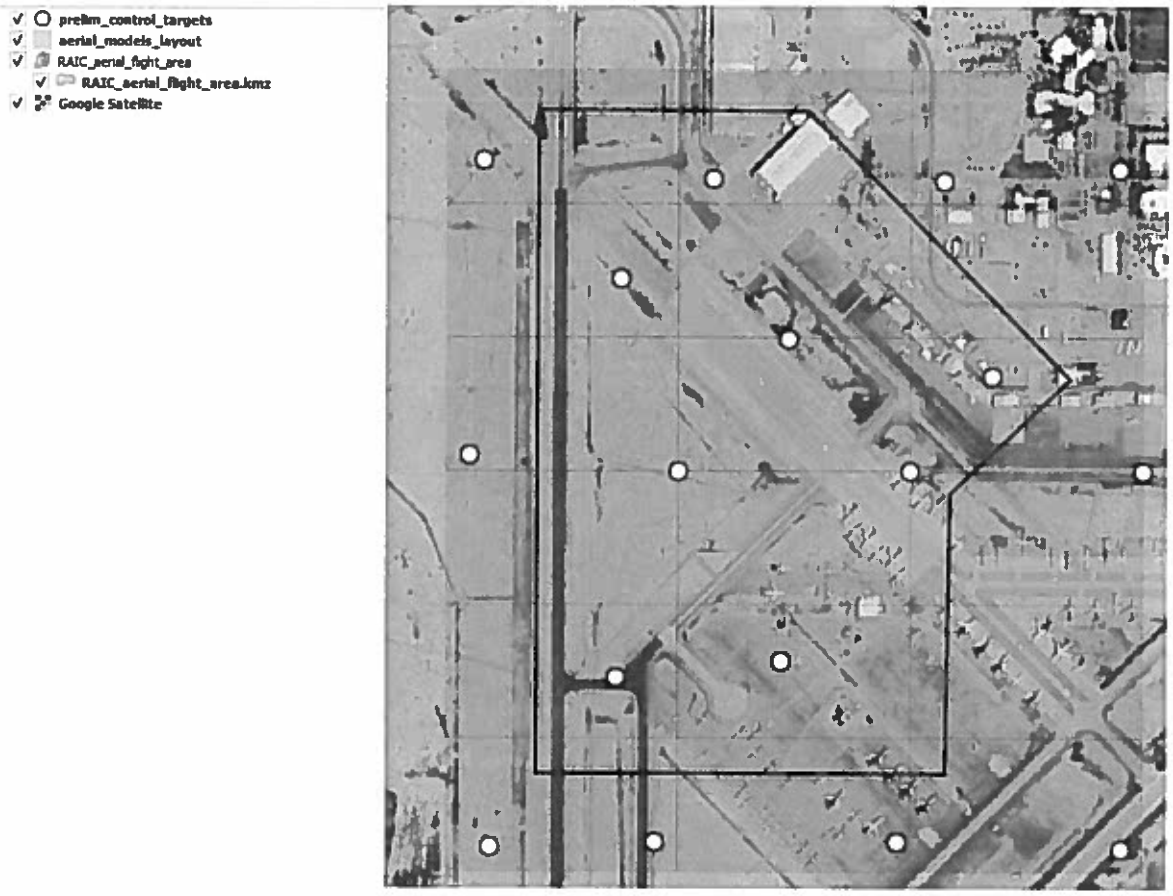
ACCEPTED BY:

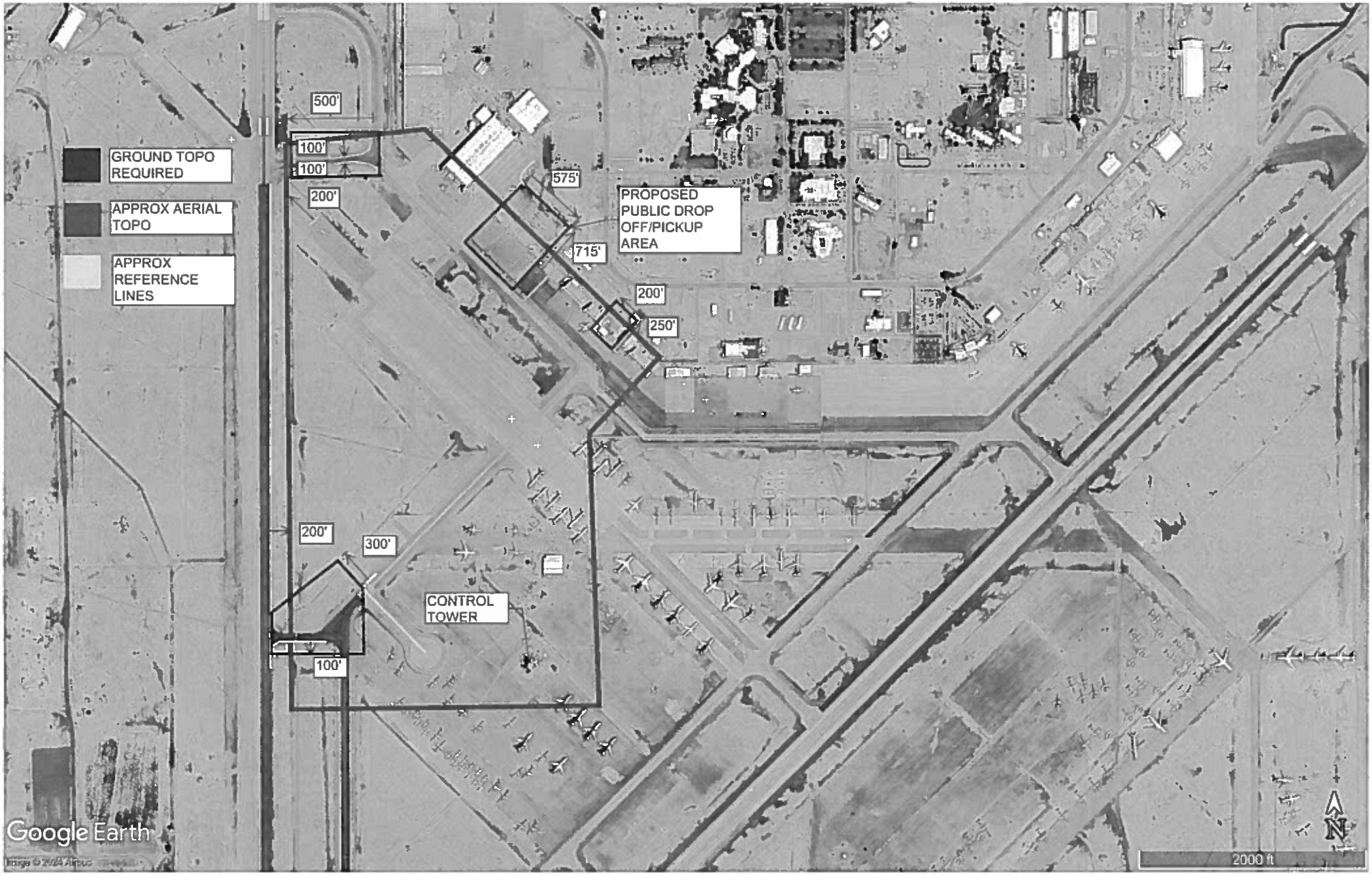
_____
Signature

_____
Printed Name

_____
Title

_____
Date


prelim_control_targets
aerial_models_layout
RAIC_aerial_fight_area
RAIC_aerial_flight_area.kmz
Google Satellite


GROUND TOPO REQUIRED
APPROX AERIAL TOPO
APPROX REFERENCE LINES
500'
100'
100'
200'
575'
715'
PROPOSED PUBLIC DROP OFF/PICKUP AREA
200'
250'
200'
300'
CONTROL TOWER
100'
Google Earth
2000 ft
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ENGINEERING SERVICES AGREEMENT- ROSWELL AIR CENTER RFP-24-012

This ENGINEERING SERVICE AGREEMENT ("Agreement") is hereby entered into on this day of 14 day of August, 2024, by and between the City of Roswell, New Mexico ("City"), political subdivision of the State of New Mexico, and Molzen Corbin, Inc. ("Contractor"), a Domestic Profit Corporation, whose principal address is 2701 Miles Road SE, Albuquerque NM, 87106, collectively referred to herein as the Parties.

RECITALS

WHEREAS, on May 19, 2024, City Issued RFP-24-012 ENGINEERING SERVICES- ROSWELL AIR CENTER, ("RFP-24-012"), which RFP is attached hereto as Exhibit A and incorporated by reference;

WHEREAS, RFP-2024-012 ENGINEERING SERVICES- ROSWELL AIR CENTER sought multiple contractors to provide engineering services and improvements, as described in more detail in the Scope of Work Exhibit B of RFP-2024-012 ENGINEERING SERVICES, for Roswell Air Center located in Roswell, New Mexico;

WHEREAS, RFP-2024-012 ENGINEERING SERVICES- ROSWELL AIR CENTER contemplates that, over the course of the Term, as defined in RFP-2024-012 ENGINEERING SERVICES-ROSWELL AIR CENTER, contractors whose proposals are accepted by City shall have the opportunity to be awarded projects from time to time by City for engineering services of City's Air Center;

WHEREAS, RFP-24-012 ENGINEERING SERVICES-ROSWELL AIR CENTER further contemplates that City may award any project under RFP-24-012 to the superior proposal for that project, as determined by City in its own discretion to be in its best interests;

WHEREAS, Contractor submitted a Proposal in response to RFP-2024-012 ENGINEERING SERVICES that accepted by City on June 18, 2024, which Proposal is attached hereto as Exhibit C and incorporated by

reference; and

WHEREAS, the Parties wish hereby to set forth and agree to the terms and procedures under which City may award, and Contractors may accept and perform, projects pursuant to RFP- 2024-012 ENGINEERING SERVICES- ROSWELL AIR CENTER.

NOW THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the Parties hereby agree as follows:

1. **Term:** As set forth in R F P -2024-012 ENGINEERING SERVICES-ROSWELL AIR CENTER the Term of this Agreement shall be for one (1) year from the date signed and may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement, provided that the funds for subject contract are available and approved annually by the City Council and that the Offeror has established a satisfactory record of performance. Projects under this RFP shall be non-exclusive. Any extensions hereof shall be subject to the same terms and conditions set forth in RFP-2024-012 ENGINEERING S E R V I C E S - ROSWELL AIR CENTER and this Agreement.

2. **Project Award:** City may, but is not required, to award one or more projects for engineering services and improvements for the Roswell Air Center, as contemplated in RFP-2024-012 ENGINEERING SERVICES-ROSWELL AIR CENTER, to Contractor from time to time during the course of the Term. City's decision whether or not to award any project hereunder to Contractor shall be discretionary, based upon City's determination of its best interest, which determination is absolute and not subject to challenge by Contractor.

3. **Award Notices:** In the event City awards a project to Contractor, City shall notify Contractor in writing of such award, including the material terms of the proposed project, consisting of all

plans and specifications, timeline, pricing and payment schedule for the project (the "Award Notice"). Pricing and all other terms of the Award Notice shall conform to the Contractor's Proposal.

4. **Contractor's Acceptance:** Contractor may, but is not required, to accept such project or projects awarded to Contractor under Paragraph 1. Contractor shall notify City in writing within 48 hours of receipt of the Award Notice of its acceptance or rejection of an awarded project. Failure to notify City within the time period specified shall be deemed a rejection.

5. **Project Commencement:** In the event that Contractor accepts an award of a project hereunder, Contractor shall commence work on the project upon acceptable time by both parties, provided that Contractor shall commence filing necessary permit applications within 24 hours of Contractor's acceptance. Once Contractor has commenced work on an awarded project, Contractor shall not have the right to withdraw and shall substantially complete the project within the project timeline specified in the Award Notice, unless Contractor's obligation to complete such pending project has been specifically released or extended by City in writing by a duly authorized representative of City. The work shall be considered substantially completed when the total amount of unfinished work is estimated at less than 5% and City shall determine substantial completion hereunder, by written certification of such by the Facilities Manager or the City Engineer for the City of Roswell, ("City Engineer"), as provided for hereunder.

6. **Project Performance:** Contractor shall perform all work on every project hereunder in a good and workman-like fashion, in substantial compliance in all respects with the plans and specifications, timeline, pricing, and all other project terms set forth in the Award Notice,

and all instructions and directions provided by City. No act of the City, or its agents or employees or representatives, either in supervising or directing project work, or any extension of time for the completion of project work, shall be regarded as an acceptance of such work or any part thereof, or of materials used therein, either wholly or in part. City shall determine substantial compliance hereunder solely by written certification of such by the City Engineer, as provided for hereunder.

7. **Subcontractors:** Contractor, as soon as practicable after the acceptance of a project, shall furnish to City in writing a list of the names of any subcontractors proposed for the project. Contractor shall not employ any subcontractor to whom City may have a reasonable objection. Contractor shall not be required to employ any subcontractor to whom he has a reasonable objection. Contracts between the Contractor and the subcontractor shall be in accordance with the terms of this Agreement and the Award Notice insofar as applicable.

8. **City Engineer's Certifications:** Upon receipt of written notice from the Contractor that the work is substantially complete and ready for inspection and acceptance, the City Engineer shall make an inspection of the project. If the City Engineer accepts Contractor's project work, he shall promptly issue a written certification over his own signature, stating that the project work provided for in this Award Notice has been substantially completed in substantial compliance with the plans and specifications ("Certification of Substantial Completion").

If required in the Award Notice, the City Engineer shall make a final inspection of the project no later than 11 months after substantial completion of the work. If the City Engineer determines that the project has been fully completed in compliance with the terms of the Award

Notice, he shall promptly issue a written certification over his own signature, stating that the project work provided for in this Award Notice has been finally completed ("Certification of Final Completion").

9. **Project Payment:** City shall pay Contractor pursuant to the price and payment schedule provided in the Award Notice. Final payment shall be made within thirty (30) days after

date of issuance of the Certification of Substantial or Final Completion, as provided for in the Award Notice. Payments may be withheld on account of

a. defective work not remedied;
b. failure of the Contractor to make payments properly for labor, materials, or equipment, and Sub-Contractors
c. damage to City or a third party;
d. any other claims asserted or evidence which indicates probable assertion of claims against Contractor in relation to the project; or
e. unsatisfactory prosecution of the work by the Contractor.

In the event that City fails to make any payment due under the payment schedule without cause, City shall have the opportunity to cure any such omission within 14 days of notice by Contractor of such. Contractor shall submit to City a Final invoice for final payment. Contractor's Invoice/billing shall provide the following information:

a. Contractor's Name;
b. Contractor's Address and a phone number;
c. Purchase Order Number issued by City at time of project Award Notice;

d. Date of Invoice/ billing;
e. Location of project jobsite (address/ department name);
f. Project jobsite start date;
g. Final amount quoted and accepted by City;
h. The billed amount for New Mexico Gross Receipts Tax shall be stated on a separate line and at current rate at time of job completion,

10. **Contractor's Costs:** Contractor shall provide and pay for all labor, expertise, materials, freight/delivery equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of project work. Contractor shall bear the cost of all permits and licenses required to perform any project work.

11. **City's Right to Inspect and Supervise Work:** City, by and through the City Engineer or his designee, may make periodic visits to every project site to determine in general if project work is proceeding in accordance with the Award Notice's plans and specifications. On the basis of on-site observations, the City Engineer or designee will keep City informed of the progress of the project work, and will endeavor to guard the City against defects and deficiencies in project work of Contractor. The City Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of project work, nor will City Engineer be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with project work.

City, by and through the City Engineer and/or other designee, may supervise and direct Contractor's project work and Contractor shall follow

all instructions, directions and specifications of City in the performance of project work, provided that supervision and direction by City shall conform to the project terms provided in the Award Notice. City will not be responsible, however, for the Contractor's failure to carry out project work in accordance with its obligations hereunder or pursuant to the plans and specifications of the Award Notice.

12. **City's Right to Direct Contractor Employees:** City's right to supervise and direct Contractor's project work shall include the right to direct Contractor's managerial and supervisory employees, and subcontractors, who shall faithfully and timely comply with all instructions of City concerning project work. In the event that City determines that any employee or subcontractor of Contractor has refused or neglected to obey City's instructions relating to project work; or are determined by City, in its discretion, to be otherwise incompetent, disorderly or unfaithful, Contractor shall, upon notice from City, at once discharge and not again employ such employee or subcontractor on any part of the project work, unless reinstated by the written consent of City.

13. **Implied Work:** Any work that is fairly implied by the plans and specifications of the Award Notice or this Agreement, as determined by the City Engineer, shall be completed by Contractor at no additional cost and within the project timeline set forth in the Award Notice, notwithstanding the failure of the Award Notice or this Agreement to explicitly state such work.

14. **Change Orders:** City may, whenever the City Engineer deems it necessary during the progress of a project, notify Contractor of any changes in project work ("Change Orders"), which shall automatically amend and become incorporated into the Award Notice, so

long as such Change Order is within the scope of the plans and specifications of the Award Notice. Change Orders shall, if necessary, include any associated alteration of project pricing and/or timeline. **Additional Work:** In the event, however, that City desires additional work beyond that contemplated by the Award Notice, City shall notify Contractor of such additional work in a supplemental notice of award ("Supplemental Award Notice"), which shall set forth the plans and specifications, timeline, pricing and payment schedule of the additional work. Contractor may accept or reject the additional work as otherwise provided for herein.

15. **Liquidated Damages for Delays:** The Parties acknowledge and agree that the failure of Contractor to adhere to project timelines, resulting in delay to substantial completion of a project, will cause damages to City, including, without limitation, additional engineering and inspection expenses, which are significant but difficult to quantify. In the event that substantial completion of an awarded contract is delayed beyond project timelines established by City, as a result of any failure of Contractor, Contractor shall pay to City $5,000.00 per each day substantial completion is delayed beyond established project timelines. The Parties agree that sums payable in this Paragraph constitute liquidated damages and not penalties and are in addition to all other rights of City, under this Agreement or as otherwise provided by law.

16. **Compliance with Law:** The Contractor will be required to observe and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority applicable to Contractor's performance of project work, including, without limitation, those relating to worker health and safety, obstruction of the streets, runways, taxiways, maintaining signals, keeping open passageways and protecting the same

where exposed. Contractor shall obtain all necessary permits and licenses relative to any project.

17. **Safety:** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with project work. It shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

a. all employees and subcontractors on every project and other persons who may be affected thereby;
b. all materials and equipment to be used and/or incorporated in the project; and
c. any other property at the project site or elsewhere.

Contractor shall bear all risk of loss to project work, materials or equipment due to fire, theft, vandalism, or other casualty or cause, until project work is substantially completed and

accepted by City. All damage or loss to any property caused in whole or in part by the Contractor, or its employees, agents, representatives, or subcontractors shall be remedied by the Contractor.

18. **Insurance:** Without waiving or limiting Contractor's duty herein to indemnify City, Contractor shall purchase and maintain in full force and effect a $1,000,000.00 policy or policies of general public liability insurance in which City is named as an additional insured, covering against claims for injury, death or damage to person(s) or property arising from or relating to any and every project undertaken by Contractor.

19. **Bid Bond:** For any project, the price of which is $25,000.00 or greater, Contractor shall furnish to City, with its acceptance of the project, a Bid Bond in the amount of 5% of the total amount of the price

of such project, which Bond shall be executed by Contractor as principal, with at least one Corporate Surety Company authorized to do business in the State of New Mexico, as Surety conditioned for the faithful commencement of the work in strict conformity with the plans and specifications, pricing and timeline set forth in the Award Notice. In addition, in the event that Contractor performs multiple projects pursuant to this Agreement and the combined prices of such projects paid by City to Contractor equals or exceeds $25,000.00, City may require Contractor secure a Bid Bond, as provided above, for any such additional projects cumulatively equaling or exceeding $25,000.00.

20. **Performance Bond:** For each and every project accepted and undertaken by Contractor, Contractor shall furnish to City a Performance Bond in the amount of 100% of the total amount of the project price, which Bond shall be executed by Contractor as principal, with at least one Corporate Surety Company authorized to do business in the State of New Mexico, as Surety conditioned for the faithful completion of the work in strict conformity with the plans and specifications, pricing and timeline set forth in the Award Notice.

21. **State Wage Rates:** If applicable, pursuant to NMSA 1978 §13-4-11 (A), state wage rates shall apply to any bid or proposal on construction or public works projects in excess of $60,000.00. In addition, all bidders shall comply with federal wage rates on applicable projects.

22. **Prohibition** on Liens: Contractor agrees that it shall not assert rights to or claim a lien, or encumbrance of any type or kind, including any mechanic's or materialman's lien on any portion of the land, buildings, equipment, fixtures, or materials that constitute or form a part of the project, nor shall it permit or suffer any liens for labor, equipment

or materials furnished to Contractor in relation to its performance of project work to encumber City's land, buildings,

equipment, fixtures, or materials, and shall indemnify and hold harmless City against any such liens asserted by third parties. In addition, the Performance Bond provided for above shall be held and construed to cover all such third-party lien claims.

23. **Disputes:** The City Engineer shall be the initial interpreter of the requirements of this Agreement and the Award Notice and judge the acceptability of all project work thereunder. Claims, disputes and other matters relating to the acceptability of project work or the interpretation of the requirements of this Agreement or the Award Notice pertaining to the performance and furnishing of project work, Change Orders, and project timelines will be referred initially to the City Engineer in writing with a request for a decision. Written notice of each such claim, dispute or other matter will be delivered by Contractor to the City Engineer promptly after the occurrence or event giving rise thereto. The City Engineer will render a decision in writing promptly after receipt of the submittal, allowing sufficient time for review of the matter. The City Engineer's decision on such claim, dispute or other matter will be final and binding upon Contractor.

24. **Deficiency Notices:** If at any time during the progress of an ongoing project, the City Engineer determines that:

a. Contractor is failing to supply sufficient time, supplies, or manpower reasonably required by the project, or is otherwise failing to vigorously perform project work, such that there is a substantial possibility that the Contractor will not complete the project according to the applicable timeline;

b. Contractor is neglecting to perform the work a good and workman-like fashion according to the plans and specifications of the Award Notice, instructions of City, and requirements of this Agreement; and/or

c. Contractor is otherwise failing to perform any obligation or adhere to any covenant required hereunder or in the Award Notice;

the City Engineer shall notify Contractor of such determination ("Deficiency Notice") and require Contractor to provide such additional resources or to make good such deficiencies, as the City Engineer may deem necessary. Contractor shall supply the additional resources or make good the deficiencies at no additional cost to City and shall provide the City Engineer with evidence of satisfactory compliance within IO business days of the Deficiency Notice. Satisfactory compliance shall be determined in good faith by the City Engineer.

25. **Force Majeure:** Notwithstanding the foregoing, in no event shall the Contractor be responsible or liable for any failure or delay in the performance of its obligations pursuant to City's specifications or timeline caused by any negligence or omission of City. Contractor shall further bear no responsibility or liability for delays arising out of or caused by forces beyond its control and not caused by the negligence or intentional conduct or misconduct of Contractor, including, without limitation, war, strike, fire, Act of God, earthquake, flood, lockout, embargo, governmental acts or orders or restrictions, failure of suppliers, provided Contractor has exerted all reasonable efforts to avoid or remedy such force majeure.

In the event of a force majeure, Contractor shall notify City thereof within 10 days of its occurrence and request an extension of the

applicable project timeline. Failure of Contractor to notify City of the occurrence of a force majeure shall subject Contractor to the liquidated damages specified above, notwithstanding this Paragraph.

26. **Default:** Failure of Contractor to complete any project accepted pursuant to the terms of this Agreement according to the plans and specifications, instructions, and timeline of City, to comply with any Deficiency Notice of the City Engineer, or to otherwise adhere to any obligation or covenant set forth in this Agreement, shall constitute a Default of this Agreement. In the event of Default by Contractor, City may, without prejudice to any other remedy City may have, make good deficiencies and may deduct the cost thereof from payments then or thereafter due the Contractor or, at City's option, may terminate this Agreement and suspend Contractor's work on the project, take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method City may deem expedient.

If, in the event City opts to suspend Contractor's work and complete the project, the unpaid balance of payments owed Contractor for the project exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City. These rights and remedies are in addition to any right to damages or other rights and remedies allowed by law.

27. **Waiver:** Neither a failure nor a delay on the part of either City in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege.

The rights, remedies and benefits of the City herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which either may have under this Agreement at law, in equity, by statute or otherwise.

28. **Termination:** This Agreement may be terminated at any time and without penalty, by either party by giving 60 days written notice, subject to any pending project on which work has commenced, which project shall be completed according to the applicable project timeline and specifications, notwithstanding the right of termination hereunder, unless Contractor's obligation to complete such pending project has been specifically released by City in writing by a duly authorized representative of City.

City may suspend or annul any project commenced hereunder at any time, including by awarding the project to another contractor, with or without terminating this Agreement, when City determines such an action is in its best interest, which determination is absolute and not subject to contest by Contractor. In the event a project is annulled, Contractor shall be paid for all services satisfactorily completed, as determined by the City Engineer, within 30 days of annulment. In the event a project is temporarily suspended hereunder and later recommenced by Contractor, the project timeline shall be adjusted to account for such suspension.

29. **Indemnification:** Contractor hereby expressly agrees to identify and save harmless the City in all suits and actions of every nature and description brought against by or on account of any injuries or damages

Received or sustained by any parties through the negligence or carelessness of Contractor, of its employees or subcontractors, or by from acts of Contractor of its servants or agents or subcontractors in the performance of their duties in doing the work herein contacted or in consequence of any negligence in making said improvements or in any improper materials used in its construction or by or on account of any acts or omissions of Contractor, its servants or agents or subcontractors received or sustained by any parties through the negligence or carelessness of Contractor, of it employees or subcontractors or by from acts of Contractor of its servants or agents or subcontractors in the performance of their duties in doing the work herein contracted or in consequences of any negligence in making said improvements or in any improper materials used in it construction or by or on account of any acts or omissions of Contractor, its servants or agents or subcontractors.

30. **Notice:** All notices, requests or other communications to the parties shall be given by registered mail addressed as follows:

For City:	For Contractor:
City of Roswell	Molzen Corbin
Attn: Facilities Mgr.	Attn: Kevin Eades
P.O. Drawer 1838	2701 Miles Road SE
Roswell, NM 88201	Albuquerque, NM 87106

31. **Entire Agreement**: This Agreement embodies the entire agreement of the Parties with respect to the subject matters contained herein. This Agreement may be modified or amended or in the provisions hereof waived only by a written instrument signed by the duly authorized representative of the Parties.

32. **Severance Clause**: In case any provisions in this Agreement sall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining privions shall ot in any way be affected or impaired thereby.

33. **Choice of Law and Forum Selection**: This Agreement shall be governed by the laws of the State of New Mexico, exclusive of choice of law provisions, and venue for any

judicial proceeding resulting herefrom shall lie in the Fifth Judicial District, Chaves County, New Mexico.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Molzen Corbin and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on this 14 day of August, 2024, the Effective Date hereof.

"City"
City of Roswell

8/16/24
By: Chad Cole Date
City Manager

"Molzen Corbin"
Molzen Corbin, Inc.

08/22/2024
By: Kevin Eades Date
President

City Seal:

8-23-24
Amalia Martinez, City Clerk Date

Approved as to Form:

8-15-24
Hessel Yntema, City Attorney Date

EXHIBIT A - RFP

CITY OF ROSWELL

PURCHASING DEPARTMENT

ROSWELL

REQUEST FOR PROPOSALS

RFP: 24-012

ENGINEERING SERVICES – ROSWELL AIR CENTER

RFP Issue Date: 5/19/2024

PROPOSAL DUE:
6/18/2024 2:00 PM

PURCHASING DEPARTMENT
425 N. RICHARDSON
ROSWELL, NM 88203

CONTACT: ARELY PEEK
PURCHASING DEPARTMENT
575.637.6299
A.PEEK@ROSWELL-NM.GOV

EXHIBIT B-SCOPE OF WORK

Scope of Work

Basic engineering services normally required for airport development projects involves services generally of an architectural, civil, geotechnical, structural, mechanical, and electrical engineering nature. In addition, there may be some services outside those normally considered basic that are discussed in paragraph 6. Special Services. The basic services are usually conducted in, but are not limited to, five distinct and sequential phases. Offerors are required to set out their qualifications and to propose on the following scope of work.

1. Preliminary Phase: This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include, but are not limited to:
   a) Coordinating with the Sponsor on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.
   b) As applicable, coordinating project with local FAA personnel and other interested stakeholders to identify potential impacts to their operations.
   c) Assisting the Sponsor in the preparation of necessary pre-applications, applications, and required documents for federal grants, including Disadvantaged Business Enterprise (DBE) plan and goals, and exhibits.
   d) Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations.
   e) Develop design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.
   f) Preparing project design criteria and other bridging documents commonly used for alternative project delivery methods such as design-build contracting.

2. Design Phase: This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include, but are not limited to:
   a) Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
   b) Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and performing architectural, engineering, and special environmental studies.
   c) Preparing necessary engineering reports and recommendations.
   d) Preparing detailed plans, specifications, cost estimates, and design/construction schedules.
   e) Preparing Construction Safety and Phasing Plan (CSPP).
   f) Printing and providing necessary copies of engineering drawings and contract specifications.

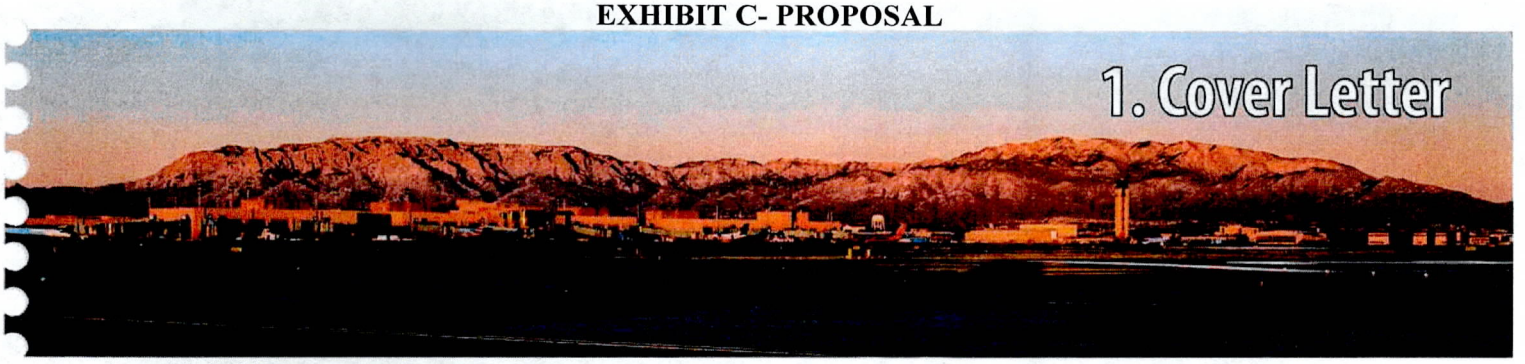
3. Bidding or Negotiation Phase: This phase, at a minimum, involves providing plans, specifications, and all bid documents. The phase also includes assisting the Sponsor in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts, and preparing contract documents.

4. Construction Phase: This phase includes all basic services rendered after the award of a construction contract including, but not limited to:
   a) Providing consultation and advice to the Sponsor during all phases of construction.
   b) Representing the Sponsor at pre-construction conferences.
   c) Providing on site construction inspection and management involving the services of a full-time resident engineer, inspector, or manager during the construction or installation phase of a project, and providing appropriate reports to the Sponsor.
   d) Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept/drawings.
   e) Reviewing, analyzing, and accepting laboratory and mill test reports of materials and equipment.
   f) Preparing and negotiating change orders and supplemental agreements.
   g) Observing or reviewing performance tests required by specifications.
   h) Determining amounts owed to contractors and assisting Sponsors in the preparation of payment requests for amounts reimbursable from grant projects.
   i) Conducting wage rate reviews of certified payrolls.
   j) Making final inspections and submitting punch-lists and a report of the completed project to the Sponsor, including "as built" drawings.

5. Project Closeout Phase: This phase includes all basic services rendered after the completion of a construction contract, including, but not limited to:
   a) Making final inspections and submitting punch-lists and a report of the completed project to the Sponsor.
   b) Providing record drawings.
   c) Preparing summary of material testing report.
   d) Preparing summary of project change orders.
   e) Preparing grant amendment request and associated justification, if applicable.
   f) Preparing final project reports including financial summary.
   g) Obtaining release of liens from all contractors.

6. Special Services: The development of some projects may involve activities or studies outside the scope of the basic design services routinely performed by the consultant. These special services may vary greatly in scope, complexity, and timing and may involve a number of different disciplines and fields of expertise. Offerors may be required to provide special services, or subcontract with third party individuals or companies for such services. Special services include, but are not limited to, the following:

a) Soils investigation, including core sampling, laboratory tests, related analyses, and reports.
b) Detailed mill, shop, and/or laboratory inspections of materials and equipment.
c) Land surveys and topographic maps.
d) Field and/or construction surveys.
e) Photogrammetry surveys.
f) Onsite construction inspection and/or management involving the services of a full-time resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project. This differs from the periodic inspection responsibilities included as part of the basic services.
g) Miscellaneous plans, studies, and assessment reports including environmental, noise, etc.
h) Expert witness testimony in litigation involving specific projects.
i) Project feasibility studies.
j) Assist Sponsor in preparing equipment (i.e. snow removal, Airport Rescue and Fire Fighting, etc.) specifications for procurement purposes.
k) Public information and community involvement surveys, studies, and activities.
l) Preparation of record drawings.
m) Assisting the Sponsor in the preparation of necessary applications for local, State, and Federal grants.
n) Preparation of an as-built airport layout plan.
o) Preparation of property maps.
p) Preparation of quality control plan.
q) Preparation of final report.



June 18, 2024

Ms. Arely Peek, Chief Procurement Officer
City of Roswell
425 North Richardson Avenue
Roswell, New Mexico 88201

RE: RFP 24-0012, Engineering Services—Roswell Air Center

Dear Ms. Peek and Members of the Selection Committee:

As specialists in airport design and engineering, we are pleased to present this proposal for providing consulting services for the Roswell Air Center. Molzen Corbin has 64 years of experience serving airports throughout the State of New Mexico, including the Lea County Airports, Albuquerque International Sunport, Santa Fe Regional Airport, Cavern City Air Terminal (Carlsbad), Spaceport America, Moriarty Municipal Airport, and Double Eagle II Airport (Albuquerque), to name a few. Our talented airport team offers the City of Roswell the following advantages:

- **Highly-Responsive, Local Service.** We are a homegrown, New Mexico company. Our business culture is one of responsiveness and service. We establish project control effectively and efficiently, dedicating all resources needed to meet critical deadlines while remaining agile to address unanticipated changes.
- **Skilled, Experienced Aviation Division.** Our Aviation Division has planned, designed, and provided grants application assistance on more than $400 million in aviation infrastructure improvements since 1990. We have a documented history of success in every type of project listed in your Request for Proposal, including airfield pavement design/rehabilitation, terminal renovation/expansion, and airfield lighting.
- **Funding Experts.** We have extensive familiarity with FAA and NMDOT Aviation Division funding policies and criteria. Nearly all of our airport projects have included complete grants administration responsibilities. Since 1994, we have been responsible for $350 million in FAA funding sent to New Mexico—representing 41% of all FAA funding sent to the State during this time period.
- **Partnered for Success.** Molzen Corbin and Bohannan Huston Inc. (BHI) have partnered on this contract, bringing together the two largest, New Mexico-based engineering and architecture firms to deliver in-house, responsive airport and airfield consultant services for the City of Roswell. We have a long, successful history of partnering on large transportation projects, including the I-25 University Interchange in Las Cruces, New Mexico.
- **Multi-Discipline Project Team.** Between Molzen Corbin and BHI, our team employs more than 340 professionals in the fields of civil engineering, water and wastewater engineering, electrical and mechanical engineering, structural engineering, architecture/landscape architecture, and grants administration. We offer the City the convenience and cost savings of meeting diverse project needs with a centralized, in-house team.

We welcome the opportunity to assist the City of Roswell to assure a safe, pleasant, and efficient airport experience to tenants and users of the Roswell Air Center.

Sincerely,
MOLZEN CORBIN

Kevin W. Eades, PE
President and Chief Executive Officer

2701 Miles Road SE, Albuquerque, NM 87106 505 242 5700 Tel 505 242 0673 Fax MolzenCorbin.com

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative:_____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: _____

Signature: Mindy Sanchez

Date: RS 12/17/24 12/17/2024

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

Legal Committee
Meeting Date: 01/30/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Approval of authorization for ratification of the expenditure of $186,050.93, over $60,000.00, to procure engineering services from Molzen Corbin for a terminal improvement design. (Jenna Lanfor)

BACKGROUND:
Initiated by: Jenna Lanfor

A budget adjustment for $186,050.93 was approved by the city council on January 9, 2025, to utilize State Appropriations grant 23-H2930 for funding the terminal improvement design; main men and women's bathrooms, east side entrance men and women's restrooms, and standby generator from Molzen Corbin.

FINANCIAL CONSIDERATION:
See Fiscal Impact below.

LEGAL REVIEW:
Sent to the city attorney for review via email on 1/20/2025.

BOARD AND COMMITTEE ACTION:
The proposal for the terminal improvement design from Molzen Corbin was presented and discussed at the December 3, 2024, Airport Advisory Commission meeting. In the discussion, the AAC recommended the airport staff to move forward with the proposal to committees.

STAFF RECOMMENDATION:
Approval of authorization for ratification of the expenditure of $186,050.93, over $60,000.00, to procure engineering services from Molzen Corbin for a terminal improvement design.

Fiscal Impact
BUDGETED? Yes/No: Yes
FISCAL YEAR: 2025
FUNDING/BUDGET SOURCE: State Apporpriation 23-H2930
FINANCIAL CONSIDERATION:
The Notice of Obligation (no.1) specifies State Appropriations grant 23-H2930 (Terminal Improvement) has an award of $2,970,000.00 and has obligated $186,050.93 to Molzen Corbin leaving a balance of $2,783,949.07.

Attachments
Molzen Corbin Terminal Improvement Proposal
State Appropriation 23-H2930 NOO1
RFP2024-012 Contract 2024-174

MOLZENCORBIN

October 25, 2024

Ms. Jennifer Griego
Roswell Air Center Director
1 Jerry Smith Circle
Roswell, NM 88203

RE: Proposal for Professional Services for Terminal Improvements including Renovation of Limited Existing Restrooms, and installation of a Backup Electrical Generator.

Dear Ms. Griego

Thank you for the opportunity to present this proposal for Professional Design Services as requested for the Roswell Airport Terminal Building. Our understanding of your current needs includes the following:

Scope of Work:

Renovation of the existing primary lobby restroom group (men's and women's restrooms) to meet ADA accessibility standards, renew architectural finishes and components, provide for replacement of sanitary and domestic water lines, new plumbing fixtures, lighting fixtures, and modifications to the existing HVAC system as required to meet current ASHRAE conditioning standards.

Renovation of the existing secondary restroom group (men's and women's restrooms) located adjacent to the east side rental car facilities. Renovation to include reconfiguration to meet ADA accessibility standards, renew architectural finishes and components, provide for replacement of sanitary and domestic water lines, plumbing fixtures, lighting fixtures, and modifications to the existing HVAC system as required to meet current ASHRAE conditioning standards.

Design for the installation of a new back up electrical generator as desired to functionally support the terminal facility. Integration of an Automatic Transfer Switch (ATS) and generator monitoring.

Scope of Services:

To facilitate the renovation and generator installation process, MCA proposes the following Professional Design, Bidding, and Construction Administration Services:

Schematic Design:

- Review existing as built drawings and generate a computer model of the renovation area as required for construction drawings.

- Generate demolition drawings, new configuration drawing, interior elevations, and initial finish material selections.
- Confer with renovation sub-consultants as required to obtain narrative descriptions of proposed plumbing fixtures and HVAC renovations.
- Review facility power requirements with Electrical Utility Provider. Coordinate generator sizing and maintenance support options with generator manufacturer.
- Generate Rough Order of Magnitude (ROM) construction cost estimate.
- Collate documentation and convene virtual review with Roswell Airport personnel to garner approval of the Schematic Design efforts.
- Record review comments.

Design Development (60%):

- Revise Project Design per comments received during Schematic Design review.
- Progress the design drawing through increased detail and refinement.
- Determine finishes selections including materials, sizes, and colors. Develop color board.
- Obtain cut sheets for plumbing and electrical fixtures.
- Verify generator sizing. Review fuel consumption requirements, new generator pad requirements, conduit, natural gas piping, and generator monitoring and maintenance criteria.
- Collate documentation and convene virtual review with Roswell Airport personnel to garner approval of the Design Development efforts.
- Update Rough Order of Magnitude (ROM) construction cost estimate.
- Record review comments.

Construction Documents (90%):

- Update Design per comments received during Design Development review.
- Progress the design drawing through increased detail and refinement.
- Finalize Technical Specifications.
- Finalize generator monitoring requirements and maintenance criteria.
- Collate documentation and convene virtual review with Roswell Airport personnel to garner approval of the Construction Documents efforts.
- Update Rough Order of Magnitude (ROM) construction cost estimate.
- Record review comments.

Final Design (100%):

- Finalize Design per comments received during Construction Documents review.
- Coordinate boilerplate, order Wage Rates, and finalize Project Manual.
- Collate drawing and prepare for distribution.

Bidding Phase Services Including:

- Advertising the project for bidding purposes.
- Manage the Prebid Contractor Conference.
- Review and respond to contractor questions during the bidding phase and publish of Addenda.
- Manage the Bid Opening and performance the Bid Evaluation.

- Provide Recommendation for Award Letter.
- Prepare the Contract for Construction.
- Issue the Letter of Award.
- Issue the Notice to Proceed.

Construction Administration Services including:

- Manage the Preconstruction Conference
- Review technical submittals.
- Monthly field observations for 8 month construction duration as required for evaluation of construction progress as required for Contractor Pay Applications.
- Contractor Pay Application review and approval.
- RFI / ASI Management.
- Change Order Management.
- Substantial Completion observation and generation of the Punch List.
- Collection of Operation and Maintenance Manuals and distribution.
- Collection of As-Constructed Documentation and distribution.

Project Closeout:

- Perform 11 Month Warranty inspection.
- Provide 11 Month Warranty inspection report.

FEE:

We propose to accomplish this work under the terms and conditions of the RFP-24-012 Engineering Services Agreement – Roswell Air Center. Services will be billed on a Lump Sum basis as follows:

BASIC SERVICES

Design, Bidding, and Construction Administration Services as required for replacement restrooms and installation of a backup Electrical Generator:	$ 166,331.25
Estimated Reimbursable Expenses:	$ 6,104.50
Subtotal:	$ 172,435.75
Estimated New Mexico Gross Receipts Taxes (NMGRT) @ 7.8958%:	$ 13,615.18
GRAND TOTAL:	**$ 186,050.93**

Reimbursable expenses are only an estimate and only actual expenses will be billed. NMGRT, subject to change bi-annually, will be assessed and billed at the current rate at the time of billing.

A workplan with detailed tasks and associated hours is enclosed for your review.

Thank you for the opportunity to continue working with the Roswell Air Center. If you are in agreement with the proposed Scope of Professional Services, please countersign this letter and return an executed copy for our records.

If you have any questions or require additional information, please contact me at 505.242.5700.

Sincerely,

MOLZEN CORBIN

John Quinn Pate, RA/RLA
Vice President, Architecture

JQP / VP:scc
Enclosures: Work Plan

Accepted By:

City of Roswell

_____
Signature

_____
Printed Name

_____
Title

Date: _____

ARCHITECTURE MANHOUR ESTIMATE

Project Name: RIAC Terminal Improvements
Client: City of Roswell Aviation Dept.
Project Manager: Vincent Payne

MOLZENCORBIN

		ARCHITECTURE								ADMINISTRATION			
No.	Project Task	Principal Architect	Senior Engineer	Senior Architect	Registered Architect	Architect Intern II	Senior Architectural Designer	Architectural Designer	Departmental Totals	ADMIN - Support	ADMIN - Grants/ Tech. Administrator	ADMIN. Totals	Grand Totals
I.	**Pre-Design/Study/Programming**												
1	Initial Trip and Documentation		8.00	10.00					18.00			0.00	18.00
2	Work Plan and Scope of Work for Task Order		1.00	6.00					7.00			0.00	7.00
3	Proposal Coordination with Sub Consultants			4.00					4.00			0.00	4.00
4	Project Set up and Subconsulting Onboarding			2.00					2.00	2.00		2.00	4.00
5	Review Documents Provided by Owner		1.00	2.00	2.00				5.00			0.00	5.00
6	Project Schedule			3.00					3.00			0.00	3.00
7	Communication Plan			2.50					2.50			0.00	2.50
8	**CADD Management**								0.00			0.00	0.00
9	**Project Management**	4.00		4.00					8.00			0.00	8.00
10	**Quality Assurance**								0.00			0.00	0.00
	Subtotal Hours Pre-Design/Study/Programming	4.00	10.00	33.50	2.00	0.00	0.00	0.00	49.50	2.00	0.00	2.00	51.50
	Subtotal Fees Pre-Design/Study/Programming	$1,000.00	$2,250.00	$7,035.00	$310.00	$0.00	$0.00	$0.00	$10,595.00	$220.00	$0.00	$220.00	$10,815.00
II.	**Preliminary Design/Schematics (30%)**												
1	Generate REVIT model and Base Plans				1.00	16.00			17.00			0.00	17.00
2	Project Kickoff - Internal			1.00	2.00				3.00			0.00	3.00
3	Code Review				2.00				2.00			0.00	2.00
4	Onsite Consultant Review			9.00					9.00			0.00	9.00
5	Demolition Plan				1.00	4.00			5.00			0.00	5.00
6	New Work Plan	1.00		1.00	1.00	8.00			11.00			0.00	11.00
7	Interior Elevations				1.00	4.00			5.00			0.00	5.00
8	Finish Schedule				1.00	2.50			3.50			0.00	3.50
11	Building Criteria				1.00				1.00			0.00	1.00
12	Engineering Coordination				4.00				4.00			0.00	4.00
13	Drawing Set Coordination				0.50	2.00			2.50			0.00	2.50
17	ROM Cost Estimate				2.50				2.50			0.00	2.50
18									0.00			0.00	0.00
19	**CADD Management**					4.00			4.00			0.00	4.00
20	**Project Management**	2.00		4.00	4.00				10.00			0.00	10.00
21	**Quality Assurance**								0.00			0.00	0.00
	Subtotal Hours Preliminary Design/Schematics (30%)	3.00	0.00	15.00	21.00	40.50	0.00	0.00	79.50	0.00	0.00	0.00	79.50
	Subtotal Fees Preliminary Design/Schematics (30%)	$750.00	$0.00	$3,150.00	$3,255.00	$4,860.00	$0.00	$0.00	$12,015.00	$0.00	$0.00	$0.00	$12,015.00
III.	**Design Development (60%)**												
1	Demolition Plan				0.50	4.00			4.50			0.00	4.50
2	New Work Plan				0.50	6.00			6.50			0.00	6.50
3	Interior Elevations				1.00	6.00			7.00			0.00	7.00
4	Finish Schedule				0.50	2.00			2.50			0.00	2.50
5	Finishes Selection	1.00		1.00	4.00				6.00			0.00	6.00
6	Engineering Coordination				4.00				4.00			0.00	4.00
7	Drawing Set Coordination				0.50	2.00			2.50			0.00	2.50
8	Technical Specifications				4.00				4.00	2.00		2.00	6.00
9	Review DD Documents with Owner (virtual)	1.00	1.00	1.00	2.00				5.00			0.00	5.00
10	Record Comments / Meeting Minutes				1.00				1.00			0.00	1.00
11	ROM Cost Estimate - Update				2.00				2.00			0.00	2.00
12									0.00			0.00	0.00
13									0.00			0.00	0.00

ARCHITECTURE MANHOUR ESTIMATE

Project Name: RIAC Terminal Improvements
Client: City of Roswell Aviation Dept.
Project Manager: Vincent Payne

MOLZENCORBIN

		ARCHITECTURE								ADMINISTRATION			
No.	Project Task	Principal Architect	Senior Engineer	Senior Architect	Registered Architect	Architect Intern II	Senior Architectural Designer	Architectural Designer	Departmental Totals	ADMIN - Support	ADMIN - Grants/ Tech. Administrator	ADMIN. Totals	Grand Totals
14	**CADD Management**					4.00			4.00			0.00	4.00
15	**Project Management**	4.00		4.00	8.00				16.00			0.00	16.00
16	**Quality Assurance**	2.00		2.00	2.00				6.00			0.00	6.00
	Subtotal Hours Design Development (60%)	8.00	1.00	8.00	30.00	24.00	0.00	0.00	71.00	2.00	0.00	2.00	73.00
	Subtotal Fees Design Development (60%)	$2,000.00	$225.00	$1,680.00	$4,650.00	$2,880.00	$0.00	$0.00	$11,435.00	$220.00	$0.00	$220.00	$11,655.00
IV.	**Construction Documents (90%)**												
2	Incorporate Comments from DD Review				2.00	2.00			4.00			0.00	4.00
3	Demolition Plan				0.50	0.75			1.25			0.00	1.25
4	New Work Plan				0.50	3.00			3.50			0.00	3.50
5	Finish Schedule				0.50	1.00			1.50			0.00	1.50
6	Finish Board	1.00			1.00		8.00		10.00			0.00	10.00
7	Engineering Coordination				4.00				4.00			0.00	4.00
8	Drawing Set Coordination				0.50	2.00			2.50			0.00	2.50
9	Door Hardware Operation and Selection				4.00				4.00			0.00	4.00
10	Technical Specifications				8.00				8.00	4.00		4.00	12.00
11	Review Construction Documents with Owner	1.00	1.00	1.00	1.00				4.00			0.00	4.00
12	Record Comments / Meeting Minutes				1.50				1.50			0.00	1.50
13	Update ROM Estimate				2.00				2.00			0.00	2.00
14									0.00			0.00	0.00
15									0.00			0.00	0.00
16	**CADD Management**					4.00			4.00			0.00	4.00
17	**Project Management**	4.00		4.00	4.00				12.00			0.00	12.00
18	**Quality Assurance**	2.00		3.00	3.00				8.00			0.00	8.00
	Subtotal Hours Construction Documents (90%)	8.00	1.00	8.00	32.50	12.75	8.00	0.00	70.25	4.00	0.00	4.00	74.25
	Subtotal Fees Construction Documents (90%)	$2,000.00	$225.00	$1,680.00	$5,037.50	$1,530.00	$1,080.00	$0.00	$11,552.50	$440.00	$0.00	$440.00	$11,992.50
V.	**Final Design (100%)**												
1	Incorporate Comments				1.00	0.50			1.50			0.00	1.50
2	Finalize Demolition Plan					1.00			1.00			0.00	1.00
3	Finalize New Work Plan					2.00			2.00			0.00	2.00
4	Finalize Finish Schedule					2.00			2.00			0.00	2.00
5	Finalize Title Sheet					0.50			0.50			0.00	0.50
6	Engineering Coordination				4.00				4.00			0.00	4.00
7	Drawing Set Coordination				0.50	2.00			2.50			0.00	2.50
8	Technical Specifications				4.00				4.00			0.00	4.00
9	Boiler Plate Coordination			6.00					6.00	6.00		6.00	12.00
10	Order Wage Rates			1.00					1.00		1.00	1.00	2.00
19									0.00			0.00	0.00
21									0.00			0.00	0.00
22	**CADD Management**					4.00			4.00			0.00	4.00
23	**Project Management**	4.00		4.00	4.00				12.00			0.00	12.00
24	**Quality Assurance**	1.00		1.50	1.50				4.00			0.00	4.00
	Subtotal Hours Final Design (100%)	5.00	0.00	12.50	15.00	12.00	0.00	0.00	44.50	6.00	1.00	7.00	51.50
	Subtotal Fees Final Design (100%)	$1,250.00	$0.00	$2,625.00	$2,325.00	$1,440.00	$0.00	$0.00	$7,640.00	$660.00	$110.00	$770.00	$8,410.00
VI.	**Bidding/Award**												
1	Advertise			1.00					1.00	1.00		1.00	2.00
2	Prebid Conference				10.00				10.00			0.00	10.00

ARCHITECTURE MANHOUR ESTIMATE

Project Name: RIAC Terminal Improvements
Client: City of Roswell Aviation Dept.
Project Manager: Vincent Payne

MOLZENCORBIN

		ARCHITECTURE								ADMINISTRATION			
No.	Project Task	Principal Architect	Senior Engineer	Senior Architect	Registered Architect	Architect Intern II	Senior Architectural Designer	Architectural Designer	Departmental Totals	ADMIN - Support	ADMIN - Grants/ Tech. Administrator	ADMIN. Totals	Grand Totals
3	Addendum			4.00	12.00				16.00	6.00		6.00	22.00
4	Bid Opening				10.00				10.00			0.00	10.00
5	Bid Evaluation			1.00	2.00				3.00	3.00		3.00	6.00
6	Recommendation to Award	0.50		1.00					1.50	1.00		1.00	2.50
7	Contract Review/Prepare			4.00					4.00	4.00		4.00	8.00
8	Letter of Award	0.50		2.00					2.50	1.00		1.00	3.50
9	Notice To Proceed	0.50		0.75					1.25	0.50		0.50	1.75
10	Coordination and Consolidation of Project Manual			1.00					1.00	4.00		4.00	5.00
11									0.00			0.00	0.00
12									0.00			0.00	0.00
13	**Project Management**	4.00		4.00	4.00				12.00			0.00	12.00
14	**Quality Assurance**								0.00			0.00	0.00
	Subtotal Hours Bidding/Award	5.50	0.00	18.75	38.00	0.00	0.00	0.00	62.25	20.50	0.00	20.50	82.75
	Subtotal Fees Bidding/Award	$1,375.00	$0.00	$3,937.50	$5,890.00	$0.00	$0.00	$0.00	$11,202.50	$2,255.00	$0.00	$2,255.00	$13,457.50
VII.	**Construction Admin. Services**												
1	Preconstruction Conference							10.00	10.00			0.00	10.00
2	Submittal Review				16.00			12.00	28.00			0.00	28.00
3	Field Observations (monthly) (8 Month Construction Duration)							80.00	80.00			0.00	80.00
4	Pay Application Management	4.00						8.00	12.00			0.00	12.00
5	RFI/ASI Management				16.00			12.00	28.00			0.00	28.00
6	Commissioning Support				4.00			4.00	8.00			0.00	8.00
7	Substantial Completion							10.00	10.00			0.00	10.00
8	Punchlist							4.00	4.00			0.00	4.00
9	Operation & Maintenance support							4.00	4.00			0.00	4.00
10	As-Constructed Documents					8.00			8.00			0.00	8.00
11									0.00			0.00	0.00
12									0.00			0.00	0.00
13	**Project Management**	8.00		8.00	8.00				24.00			0.00	24.00
14	**Quality Assurance**								0.00			0.00	0.00
	Subtotal Hours Construction Admin. Services	12.00	0.00	8.00	44.00	8.00	0.00	144.00	216.00	0.00	0.00	0.00	216.00
	Subtotal Fees Construction Admin. Services	$3,000.00	$0.00	$1,680.00	$6,820.00	$960.00	$0.00	$18,720.00	$31,180.00	$0.00	$0.00	$0.00	$31,180.00
VIII.	**Closeout**												
1	11 Month Warranty Inspection						9.00		9.00			0.00	9.00
2	Warranty Inspection Report						2.00						
3									0.00			0.00	0.00
4	**Project Management**				4.00				4.00			0.00	4.00
5	**Quality Assurance**								0.00			0.00	0.00
	Subtotal Hours Closeout	0.00	0.00	0.00	4.00	0.00	11.00	0.00	15.00	0.00	0.00	0.00	15.00
	Subtotal Fees Closeout	0.00	0.00	0.00	620.00	0.00	1,485.00	0.00	2,105.00	0.00	0.00	0.00	2,105.00
	Total Labor Hours	45.50	12.00	103.75	186.50	97.25	19.00	144.00	608.00	34.50	1.00	35.50	643.50
	Standard Billing Rate or Fee	$250.00	$225.00	$210.00	$155.00	$120.00	$135.00	$130.00		$110.00	$110.00		
	Fee Dollars	$11,375.00	$2,700.00	$21,787.50	$28,907.50	$11,670.00	$2,565.00	$18,720.00	$97,725.00	$3,795.00	$110.00	$3,905.00	$101,630.00

ELECTRICAL MANHOUR ESTIMATE
Project Name: RIAC Terminal Improvements
Client: City of Roswell Aviation Dept.
Project Manager: Vincent Payne

MOLZENCORBIN

		ELECTRICAL					ADMINISTRATION					
No.	Project Task	Principal Engineer	Senior Engineer	Project Engineer	Engineering Design Specialist	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants/ Tech. Administrator	ADMIN - Computer Tech.	ADMIN.. Totals	Grand Totals
I.	**Pre-Design/Study/Programming**											
1	Initial Trip and Documentation			11.00		11.00					0.00	11.00
2	Work Plan and Scope of Work for Task Order	1.00		4.00		5.00					0.00	5.00
3	Review Documents Provided by Owner			2.00	2.00	4.00					0.00	4.00
4	Project Schedule			2.00	1.00	3.00					0.00	3.00
5						0.00					0.00	0.00
6						0.00					0.00	0.00
7						0.00					0.00	0.00
8	**CADD Management**					0.00					0.00	0.00
9	**Project Management**					0.00					0.00	0.00
10	**Quality Assurance**					0.00					0.00	0.00
	Subtotal Hours Pre-Design/Study/Programming	1.00	0.00	19.00	3.00	23.00	0.00	0.00	0.00	0.00	0.00	23.00
	Subtotal Fees Pre-Design/Study/Programming	$250.00	$0.00	$3,515.00	$435.00	$4,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,200.00
II.	**Preliminary Design/Schematics (30%)**											
1	Generate REVIT Electrical model and Electrical Base Plans			2.00		2.00					0.00	2.00
2	Project Kickoff - Internal			1.00	2.00	3.00					0.00	3.00
3	Code Review			2.00	0.50	2.50					0.00	2.50
4	Xcel Energy Coordination			3.00	2.00	5.00					0.00	5.00
5	Generator Supplier Maintenance Options Review			4.00	2.00	6.00					0.00	6.00
6	Drawing Set Coordination			1.00	1.00	2.00					0.00	2.00
7	Demolition Plan			1.00	4.00	5.00					0.00	5.00
8	Site Plans			4.00	4.00	8.00					0.00	8.00
9	One-Line Diagram			2.00	4.00	6.00					0.00	6.00
10	Details Sheet			3.00	4.00	7.00					0.00	7.00
11	Engineering Coordination			1.00		1.00					0.00	1.00
12	Drawing Set Coordination with Disciplines			1.00	1.00	2.00					0.00	2.00
13	Technical Specifications			2.00		2.00					0.00	2.00
14	Review 30% Design with Owner (Virtual)			1.50	1.50	3.00					0.00	3.00
15	Record Comments / Meeting Minutes			0.50		0.50					0.00	0.50
16	ROM Cost Estimate			3.00	3.00	6.00					0.00	6.00
17						0.00					0.00	0.00
18						0.00					0.00	0.00
19	**CADD Management**				4.00	4.00					0.00	4.00
20	**Project Management**	4.00				4.00					0.00	4.00
21	**Quality Assurance**	1.00				1.00					0.00	1.00
	Subtotal Hours Preliminary Design/Schematics (30%)	5.00	0.00	32.00	33.00	70.00	0.00	0.00	0.00	0.00	0.00	70.00
	Subtotal Fees Preliminary Design/Schematics (30%)	$1,250.00	$0.00	$5,920.00	$4,785.00	$11,955.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11,955.00
III.	**Design Development (60%)**											
1	Incorporate Comments from 30% Review			1.50	2.00	3.50					0.00	3.50
2	Generator Supplier Maintenance Options Review			1.50		1.50					0.00	1.50
3	Drawing Set Coordination			0.50	0.50	1.00					0.00	1.00
4	Demolition Plan			1.00	2.00	3.00					0.00	3.00
5	Site Plans			3.00	4.00	7.00					0.00	7.00
6	One-Line Diagram			2.00	2.00	4.00					0.00	4.00

ELECTRICAL MANHOUR ESTIMATE
Project Name: RIAC Terminal Improvements
Client: City of Roswell Aviation Dept.
Project Manager: Vincent Payne

MOLZENCORBIN

		ELECTRICAL					ADMINISTRATION					
No.	Project Task	Principal Engineer	Senior Engineer	Project Engineer	Engineering Design Specialist	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants/ Tech. Administrator	ADMIN - Computer Tech.	ADMIN.. Totals	Grand Totals
7	Details Sheet			2.50	3.00	5.50					0.00	5.50
8	Engineering Coordination			1.00		1.00					0.00	1.00
9	Drawing Set Coordination with Disciplines			1.00	0.50	1.50					0.00	1.50
10	Technical Specifications			6.00	2.00	8.00					0.00	8.00
11	Review 60% Documents with Owner (virtual)			1.50	1.50	3.00					0.00	3.00
12	Record Comments / Meeting Minutes			0.50	0.25	0.75					0.00	0.75
13	ROM Cost Estimate - Update			2.00	2.00	4.00					0.00	4.00
14						0.00					0.00	0.00
15	**CADD Management**				4.00	4.00					0.00	4.00
16	**Project Management**	4.00				4.00					0.00	4.00
17	**Quality Assurance**	1.00				1.00					0.00	1.00
	Subtotal Hours Design Development (60%)	5.00	0.00	24.00	23.75	52.75	0.00	0.00	0.00	0.00	0.00	52.75
	Subtotal Fees Design Development (60%)	$1,250.00	$0.00	$4,440.00	$3,443.75	$9,133.75	$0.00	$0.00	$0.00	$0.00	$0.00	$9,133.75
IV.	**Construction Documents (90%)**											
1	Incorporate Comments from 60% Review			1.50	2.00	3.50					0.00	3.50
2	Generator Supplier Maintenance Options Review			1.00		1.00					0.00	1.00
3	Drawing Set Coordination			0.50	0.50	1.00					0.00	1.00
4	Demolition Plan			0.50	0.75	1.25					0.00	1.25
5	Site Plans			2.00	3.00	5.00					0.00	5.00
6	One-Line Diagram			2.00	3.00	5.00					0.00	5.00
7	Details Sheet			2.00	2.00	4.00					0.00	4.00
8	Engineering Coordination			1.00		1.00					0.00	1.00
9	Drawing Set Coordination with Disciplines			1.00	0.50	1.50					0.00	1.50
10	Technical Specifications			8.00	2.00	10.00					0.00	10.00
11	Review 90% Documents with Owner (virtual)			1.50	1.50	3.00					0.00	3.00
12	Record Comments / Meeting Minutes			0.50	0.25	0.75					0.00	0.75
13	ROM Cost Estimate - Update			1.00	1.00	2.00					0.00	2.00
14						0.00					0.00	0.00
15	**CADD Management**				3.00	3.00					0.00	3.00
16	**Project Management**	4.00				4.00					0.00	4.00
17	**Quality Assurance**	1.00				1.00					0.00	1.00
	Subtotal Hours Construction Documents (90%)	5.00	0.00	22.50	19.50	47.00	0.00	0.00	0.00	0.00	0.00	47.00
	Subtotal Fees Construction Documents (90%)	$1,250.00	$0.00	$4,162.50	$2,827.50	$8,240.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,240.00
V.	**Final Design (100%)**											
1	Incorporate Comments from 90% Review			1.00	2.00	3.00					0.00	3.00
2	Generator Supplier Maintenance Options Review			1.00		1.00					0.00	1.00
3	Finalize Drawing Set Coordination			0.50	0.50	1.00					0.00	1.00
4	Finalize Demolition Plan			0.50	0.50	1.00					0.00	1.00
5	Finalize Site Plans			1.00	1.50	2.50					0.00	2.50
6	Finalize One-Line Diagram			1.00	1.50	2.50					0.00	2.50
7	Finalize Details Sheet			1.00	1.00	2.00					0.00	2.00
8	Engineering Coordination			0.50		0.50					0.00	0.50
9	Drawing Set Coordination with Disciplines			0.50	0.50	1.00					0.00	1.00
10	Technical Specifications			4.00	2.00	6.00					0.00	6.00
11	ROM Cost Estimate - Update			1.00	1.00	2.00					0.00	2.00

ELECTRICAL MANHOUR ESTIMATE
Project Name: RIAC Terminal Improvements
Client: City of Roswell Aviation Dept.
Project Manager: Vincent Payne

MOLZENCORBIN

		ELECTRICAL					ADMINISTRATION					
No.	Project Task	Principal Engineer	Senior Engineer	Project Engineer	Engineering Design Specialist	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants/ Tech. Administrator	ADMIN - Computer Tech.	ADMIN.. Totals	Grand Totals
12						0.00					0.00	0.00
13						0.00					0.00	0.00
14						0.00					0.00	0.00
15	**CADD Management**				3.00	3.00					0.00	3.00
16	**Project Management**	2.00				2.00					0.00	2.00
17	**Quality Assurance**	1.00				1.00					0.00	1.00
	Subtotal Hours Final Design (100%)	3.00	0.00	12.00	13.50	28.50	0.00	0.00	0.00	0.00	0.00	28.50
	Subtotal Fees Final Design (100%)	$750.00	$0.00	$2,220.00	$1,957.50	$4,927.50	$0.00	$0.00	$0.00	$0.00	$0.00	$4,927.50
VI.	**Bidding/Award**											
1	Prebid Conference (virtual)			1.50		1.50					0.00	1.50
2	Addendum			6.00	4.00							
3	Bid Opening (virtual)			1.50								
4	Bid Evaluation			1.00								
5												
6						0.00					0.00	0.00
7						0.00					0.00	0.00
8	**Project Management**	1.00				1.00					0.00	1.00
9	**Quality Assurance**	1.00				1.00					0.00	1.00
	Subtotal Hours Bidding/Award	2.00	0.00	10.00	4.00	16.00	0.00	0.00	0.00	0.00	0.00	16.00
	Subtotal Fees Bidding/Award	$500.00	$0.00	$1,850.00	$580.00	$2,930.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,930.00
VII.	**Construction Admin. Services**											
2	Preconstruction Conference			10.00		10.00					0.00	10.00
3	Submittal Review			4.00	6.00							
4	Field Observations (two)				20.00							
5	Pay Application Electrical Review			4.00								
6	RFI/ASI Replies			4.00	4.00							
7	Commissioning Witness/Subtantial Completion			10.00								
8						0.00					0.00	0.00
9	Punchlist			2.00		2.00					0.00	2.00
10	Operation & Maintenance Review				3.00	3.00					0.00	3.00
11	As-Constructed Documents			1.00	4.00	5.00					0.00	5.00
12						0.00					0.00	0.00
13						0.00					0.00	0.00
14						0.00					0.00	0.00
15	**Project Management**	2.00				2.00					0.00	2.00
16	**Quality Assurance**	1.00				1.00					0.00	1.00
	Subtotal Hours Construction Admin. Services	3.00	0.00	35.00	37.00	75.00	0.00	0.00	0.00	0.00	0.00	75.00
	Subtotal Fees Construction Admin. Services	$750.00	$0.00	$6,475.00	$5,365.00	$12,590.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12,590.00
VIII.	**Closeout**											
1	11 Month Warranty Inspection					9.00					0.00	9.00
2	Warranty Inspection Report											
3						0.00					0.00	0.00
4	**Project Management**	2.00				2.00					0.00	2.00
5	**Quality Assurance**					0.00					0.00	0.00
	Subtotal Hours Closeout	2.00	0.00	0.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	15.00

ELECTRICAL MANHOUR ESTIMATE
Project Name: RIAC Terminal Improvements
Client: City of Roswell Aviation Dept.
Project Manager: Vincent Payne

MOLZENCORBIN

		ELECTRICAL					ADMINISTRATION					
No.	Project Task	Principal Engineer	Senior Engineer	Project Engineer	Engineering Design Specialist	Departmental Totals	ADMIN - Aide 2	ADMIN - Support	ADMIN - Grants/ Tech. Administrator	ADMIN - Computer Tech.	ADMIN.. Totals	Grand Totals
	Subtotal Fees Closeout	500.00	0.00	0.00	0.00	2,255.00	0.00	0.00	0.00	0.00	0.00	2,255.00
	Total Labor Hours	26.00	0.00	154.50	133.75	327.25	0.00	0.00	0.00	0.00	0.00	327.25
	Standard Billing Rate or Fee	$250.00	$225.00	$185.00	$145.00		$80.00	$110.00	$110.00	$125.00		
	Fee Dollars	$6,500.00	$0.00	$28,582.50	$19,393.75	$56,231.25	$0.00	$0.00	$0.00	$0.00	$0.00	$56,231.25

CONTRACT AMOUNT
Project Name: RIAC Terminal Improvements
Client: City of Roswell Aviation Dept.

MOLZENCORBIN

Project Manager: Vincent Payne

			COST	CALCULATED CONTRACT AMOUNT
BASIC FEE (Labor)				
SUBTOTAL LABOR				$157,861.25
OTHER DIRECT SUBCONSULTANTS	Sub Type	**Phase**		
Testudo	Mechanical and Plumbing		$6,700.00	
ABQ Engineering	Structure		$1,000.00	
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				$7,700.00
Reimbursable Markup (if any)		10%		$770.00
SUBTOTAL OTHER DIRECT SUBCONSULTANTS			$7,700.00	$8,470.00
OTHER DIRECT EXPENSES (ODE'S)		**Quantity**		
In-House Copies	$0.11		$0.00	
In-House Color Copies (8 1/2 x 11)	$1.00		$0.00	
In-House Color Copies (11 x 17)	$2.00		$0.00	
In-House Large Format Plots	$3.00		$0.00	
Commercial Copies	$0.06		$0.00	
Commercial Prints	$1.02		$0.00	
Commercial Color Copies	$1.50		$0.00	
In-House or Commercial Mylars	$10.50		$0.00	
Mileage	$0.655		$0.00	
Commercial Travel				
Lodging-Per Diem (Verify With Accounting)	$98.00		$0.00	
Meals - Per Diem (per person /day) (Verify With Accounting)	$59.00		$0.00	
Photo				
Postage				
Supplies				
SUBTOTAL OTHER DIRECT EXPENSES				$0.00
TOTAL BASIC FEE				$166,331.25
REIMBURSABLE SUBCONSULTANTS		**Phase**		
Subconsultant Subtotal			$0.00	$0.00
				$0.00
				$0.00
In House Survey From Survey Contract Amount (Excluding GRT)				$0.00
SUBTOTAL ADDITIONAL SERVICES			$0.00	$0.00
REIMBURSABLES		**Quantity**		
In-House Copies	$0.11	250.00	$27.50	
In-House Color Copies (8 1/2 x 11)	$1.00	25.00	$25.00	
In-House Color Copies (11 x 17)	$2.00	25.00	$50.00	
In-House Large Format Prints	$3.00	25.00	$75.00	
In-House Large Format Plots	$3.00		$0.00	
Commercial Copies	$0.06	1,000.00	$60.00	
Commercial Prints	$1.02	100.00	$102.00	
Commercial Color Copies	$1.50		$0.00	
In-House or Commercial Mylars	$10.50		$0.00	
Mileage	$0.655	7,000.00	$4,585.00	
Bidding Documents (Specs & Plans)				
Commercial Travel				
Lodging-Per Diem (per person/per day)	$98.00		$0.00	
Meals - Per Diem (per person /per day)	$59.00	20.00	$1,180.00	
Photo				
Postage				
Supplies/Misc.				
SUBTOTAL REIMBURSABLES				$6,104.50
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES				**$172,435.75**
NMGRT	Use Appropriate GRT Rate From GRT Tab.	**7.8958%**		$13,615.18
TOTAL				**$186,050.93**

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative:_____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: _____

Signature: Carmen B. Morin

Date: 12.23.2024

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

ENGINEERING SERVICES AGREEMENT- ROSWELL AIR CENTER RFP-24-012

This ENGINEERING SERVICE AGREEMENT ("Agreement") is hereby entered into on this day of 14 day of August, 2024, by and between the City of Roswell, New Mexico ("City"), political subdivision of the State of New Mexico, and Molzen Corbin, Inc. ("Contractor"), a Domestic Profit Corporation, whose principal address is 2701 Miles Road SE, Albuquerque NM, 87106, collectively referred to herein as the Parties.

RECITALS

WHEREAS, on May 19, 2024, City Issued RFP-24-012 ENGINEERING SERVICES- ROSWELL AIR CENTER, ("RFP-24-012"), which RFP is attached hereto as Exhibit A and incorporated by reference;

WHEREAS, RFP-2024-012 ENGINEERING SERVICES- ROSWELL AIR CENTER sought multiple contractors to provide engineering services and improvements, as described in more detail in the Scope of Work Exhibit B of RFP-2024-012 ENGINEERING SERVICES, for Roswell Air Center located in Roswell, New Mexico;

WHEREAS, RFP-2024-012 ENGINEERING SERVICES- ROSWELL AIR CENTER contemplates that, over the course of the Term, as defined in RFP-2024-012 ENGINEERING SERVICES-ROSWELL AIR CENTER, contractors whose proposals are accepted by City shall have the opportunity to be awarded projects from time to time by City for engineering services of City's Air Center;

WHEREAS, RFP-24-012 ENGINEERING SERVICES-ROSWELL AIR CENTER further contemplates that City may award any project under RFP-24-012 to the superior proposal for that project, as determined by City in its own discretion to be in its best interests;

WHEREAS, Contractor submitted a Proposal in response to RFP-2024-012 ENGINEERING SERVICES that accepted by City on June 18, 2024, which Proposal is attached hereto as Exhibit C and incorporated by

reference; and

WHEREAS, the Parties wish hereby to set forth and agree to the terms and procedures under which City may award, and Contractors may accept and perform, projects pursuant to RFP- 2024-012 ENGINEERING SERVICES- ROSWELL AIR CENTER.

NOW THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the Parties hereby agree as follows:

1. **Term:** As set forth in R F P -2024-012 ENGINEERING SERVICES-ROSWELL AIR CENTER the Term of this Agreement shall be for one (1) year from the date signed and may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement, provided that the funds for subject contract are available and approved annually by the City Council and that the Offeror has established a satisfactory record of performance. Projects under this RFP shall be non-exclusive. Any extensions hereof shall be subject to the same terms and conditions set forth in RFP-2024-012 ENGINEERING S E R V I C E S - ROSWELL AIR CENTER and this Agreement.

2. **Project Award:** City may, but is not required, to award one or more projects for engineering services and improvements for the Roswell Air Center, as contemplated in RFP-2024-012 ENGINEERING SERVICES-ROSWELL AIR CENTER, to Contractor from time to time during the course of the Term. City's decision whether or not to award any project hereunder to Contractor shall be discretionary, based upon City's determination of its best interest, which determination is absolute and not subject to challenge by Contractor.

3. **Award Notices:** In the event City awards a project to Contractor, City shall notify Contractor in writing of such award, including the material terms of the proposed project, consisting of all

plans and specifications, timeline, pricing and payment schedule for the project (the "Award Notice"). Pricing and all other terms of the Award Notice shall conform to the Contractor's Proposal.

4. **Contractor's Acceptance:** Contractor may, but is not required, to accept such project or projects awarded to Contractor under Paragraph 1. Contractor shall notify City in writing within 48 hours of receipt of the Award Notice of its acceptance or rejection of an awarded project. Failure to notify City within the time period specified shall be deemed a rejection.

5. **Project Commencement:** In the event that Contractor accepts an award of a project hereunder, Contractor shall commence work on the project upon acceptable time by both parties, provided that Contractor shall commence filing necessary permit applications within 24 hours of Contractor's acceptance. Once Contractor has commenced work on an awarded project, Contractor shall not have the right to withdraw and shall substantially complete the project within the project timeline specified in the Award Notice, unless Contractor's obligation to complete such pending project has been specifically released or extended by City in writing by a duly authorized representative of City. The work shall be considered substantially completed when the total amount of unfinished work is estimated at less than 5% and City shall determine substantial completion hereunder, by written certification of such by the Facilities Manager or the City Engineer for the City of Roswell, ("City Engineer"), as provided for hereunder.

6. **Project Performance:** Contractor shall perform all work on every project hereunder in a good and workman-like fashion, in substantial compliance in all respects with the plans and specifications, timeline, pricing, and all other project terms set forth in the Award Notice,

and all instructions and directions provided by City. No act of the City, or its agents or employees or representatives, either in supervising or directing project work, or any extension of time for the completion of project work, shall be regarded as an acceptance of such work or any part thereof, or of materials used therein, either wholly or in part. City shall determine substantial compliance hereunder solely by written certification of such by the City Engineer, as provided for hereunder.

7. **Subcontractors:** Contractor, as soon as practicable after the acceptance of a project, shall furnish to City in writing a list of the names of any subcontractors proposed for the project. Contractor shall not employ any subcontractor to whom City may have a reasonable objection. Contractor shall not be required to employ any subcontractor to whom he has a reasonable objection. Contracts between the Contractor and the subcontractor shall be in accordance with the terms of this Agreement and the Award Notice insofar as applicable.

8. **City Engineer's Certifications:** Upon receipt of written notice from the Contractor that the work is substantially complete and ready for inspection and acceptance, the City Engineer shall make an inspection of the project. If the City Engineer accepts Contractor's project work, he shall promptly issue a written certification over his own signature, stating that the project work provided for in this Award Notice has been substantially completed in substantial compliance with the plans and specifications ("Certification of Substantial Completion").

If required in the Award Notice, the City Engineer shall make a final inspection of the project no later than 11 months after substantial completion of the work. If the City Engineer determines that the project has been fully completed in compliance with the terms of the Award

Notice, he shall promptly issue a written certification over his own signature, stating that the project work provided for in this Award Notice has been finally completed ("Certification of Final Completion").

9. **Project Payment:** City shall pay Contractor pursuant to the price and payment schedule provided in the Award Notice. Final payment shall be made within thirty (30) days after

date of issuance of the Certification of Substantial or Final Completion, as provided for in the Award Notice. Payments may be withheld on account of

a. defective work not remedied;
b. failure of the Contractor to make payments properly for labor, materials, or equipment, and Sub-Contractors
c. damage to City or a third party;
d. any other claims asserted or evidence which indicates probable assertion of claims against Contractor in relation to the project; or
e. unsatisfactory prosecution of the work by the Contractor.

In the event that City fails to make any payment due under the payment schedule without cause, City shall have the opportunity to cure any such omission within 14 days of notice by Contractor of such. Contractor shall submit to City a Final invoice for final payment. Contractor's Invoice/billing shall provide the following information:

a. Contractor's Name;
b. Contractor's Address and a phone number;
c. Purchase Order Number issued by City at time of project Award Notice;

d. Date of Invoice/ billing;
e. Location of project jobsite (address/ department name);
f. Project jobsite start date;
g. Final amount quoted and accepted by City;
h. The billed amount for New Mexico Gross Receipts Tax shall be stated on a separate line and at current rate at time of job completion,

10. **Contractor's Costs:** Contractor shall provide and pay for all labor, expertise, materials, freight/delivery equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of project work. Contractor shall bear the cost of all permits and licenses required to perform any project work.

11. **City's Right to Inspect and Supervise Work:** City, by and through the City Engineer or his designee, may make periodic visits to every project site to determine in general if project work is proceeding in accordance with the Award Notice's plans and specifications. On the basis of on-site observations, the City Engineer or designee will keep City informed of the progress of the project work, and will endeavor to guard the City against defects and deficiencies in project work of Contractor. The City Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of project work, nor will City Engineer be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with project work.

City, by and through the City Engineer and/or other designee, may supervise and direct Contractor's project work and Contractor shall follow

all instructions, directions and specifications of City in the performance of project work, provided that supervision and direction by City shall conform to the project terms provided in the Award Notice. City will not be responsible, however, for the Contractor's failure to carry out project work in accordance with its obligations hereunder or pursuant to the plans and specifications of the Award Notice.

12. **City's Right to Direct Contractor Employees:** City's right to supervise and direct Contractor's project work shall include the right to direct Contractor's managerial and supervisory employees, and subcontractors, who shall faithfully and timely comply with all instructions of City concerning project work. In the event that City determines that any employee or subcontractor of Contractor has refused or neglected to obey City's instructions relating to project work; or are determined by City, in its discretion, to be otherwise incompetent, disorderly or unfaithful, Contractor shall, upon notice from City, at once discharge and not again employ such employee or subcontractor on any part of the project work, unless reinstated by the written consent of City.

13. **Implied Work:** Any work that is fairly implied by the plans and specifications of the Award Notice or this Agreement, as determined by the City Engineer, shall be completed by Contractor at no additional cost and within the project timeline set forth in the Award Notice, notwithstanding the failure of the Award Notice or this Agreement to explicitly state such work.

14. **Change Orders:** City may, whenever the City Engineer deems it necessary during the progress of a project, notify Contractor of any changes in project work ("Change Orders"), which shall automatically amend and become incorporated into the Award Notice, so

long as such Change Order is within the scope of the plans and specifications of the Award Notice. Change Orders shall, if necessary, include any associated alteration of project pricing and/or timeline. **Additional Work:** In the event, however, that City desires additional work beyond that contemplated by the Award Notice, City shall notify Contractor of such additional work in a supplemental notice of award ("Supplemental Award Notice"), which shall set forth the plans and specifications, timeline, pricing and payment schedule of the additional work. Contractor may accept or reject the additional work as otherwise provided for herein.

15. **Liquidated Damages for Delays:** The Parties acknowledge and agree that the failure of Contractor to adhere to project timelines, resulting in delay to substantial completion of a project, will cause damages to City, including, without limitation, additional engineering and inspection expenses, which are significant but difficult to quantify. In the event that substantial completion of an awarded contract is delayed beyond project timelines established by City, as a result of any failure of Contractor, Contractor shall pay to City $5,000.00 per each day substantial completion is delayed beyond established project timelines. The Parties agree that sums payable in this Paragraph constitute liquidated damages and not penalties and are in addition to all other rights of City, under this Agreement or as otherwise provided by law.

16. **Compliance with Law:** The Contractor will be required to observe and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority applicable to Contractor's performance of project work, including, without limitation, those relating to worker health and safety, obstruction of the streets, runways, taxiways, maintaining signals, keeping open passageways and protecting the same

where exposed. Contractor shall obtain all necessary permits and licenses relative to any project.

17. **Safety:** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with project work. It shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

a. all employees and subcontractors on every project and other persons who may be affected thereby;
b. all materials and equipment to be used and/or incorporated in the project; and
c. any other property at the project site or elsewhere.

Contractor shall bear all risk of loss to project work, materials or equipment due to fire, theft, vandalism, or other casualty or cause, until project work is substantially completed and

accepted by City. All damage or loss to any property caused in whole or in part by the Contractor, or its employees, agents, representatives, or subcontractors shall be remedied by the Contractor.

18. **Insurance:** Without waiving or limiting Contractor's duty herein to indemnify City, Contractor shall purchase and maintain in full force and effect a $1,000,000.00 policy or policies of general public liability insurance in which City is named as an additional insured, covering against claims for injury, death or damage to person(s) or property arising from or relating to any and every project undertaken by Contractor.

19. **Bid Bond:** For any project, the price of which is $25,000.00 or greater, Contractor shall furnish to City, with its acceptance of the project, a Bid Bond in the amount of 5% of the total amount of the price

of such project, which Bond shall be executed by Contractor as principal, with at least one Corporate Surety Company authorized to do business in the State of New Mexico, as Surety conditioned for the faithful commencement of the work in strict conformity with the plans and specifications, pricing and timeline set forth in the Award Notice. In addition, in the event that Contractor performs multiple projects pursuant to this Agreement and the combined prices of such projects paid by City to Contractor equals or exceeds $25,000.00, City may require Contractor secure a Bid Bond, as provided above, for any such additional projects cumulatively equaling or exceeding $25,000.00.

20. **Performance Bond:** For each and every project accepted and undertaken by Contractor, Contractor shall furnish to City a Performance Bond in the amount of 100% of the total amount of the project price, which Bond shall be executed by Contractor as principal, with at least one Corporate Surety Company authorized to do business in the State of New Mexico, as Surety conditioned for the faithful completion of the work in strict conformity with the plans and specifications, pricing and timeline set forth in the Award Notice.

21. **State Wage Rates:** If applicable, pursuant to NMSA 1978 §13-4-11 (A), state wage rates shall apply to any bid or proposal on construction or public works projects in excess of $60,000.00. In addition, all bidders shall comply with federal wage rates on applicable projects.

22. **Prohibition** on Liens: Contractor agrees that it shall not assert rights to or claim a lien, or encumbrance of any type or kind, including any mechanic's or materialman's lien on any portion of the land, buildings, equipment, fixtures, or materials that constitute or form a part of the project, nor shall it permit or suffer any liens for labor, equipment

or materials furnished to Contractor in relation to its performance of project work to encumber City's land, buildings,

equipment, fixtures, or materials, and shall indemnify and hold harmless City against any such liens asserted by third parties. In addition, the Performance Bond provided for above shall be held and construed to cover all such third-party lien claims.

23. **Disputes:** The City Engineer shall be the initial interpreter of the requirements of this Agreement and the Award Notice and judge the acceptability of all project work thereunder. Claims, disputes and other matters relating to the acceptability of project work or the interpretation of the requirements of this Agreement or the Award Notice pertaining to the performance and furnishing of project work, Change Orders, and project timelines will be referred initially to the City Engineer in writing with a request for a decision. Written notice of each such claim, dispute or other matter will be delivered by Contractor to the City Engineer promptly after the occurrence or event giving rise thereto. The City Engineer will render a decision in writing promptly after receipt of the submittal, allowing sufficient time for review of the matter. The City Engineer's decision on such claim, dispute or other matter will be final and binding upon Contractor.

24. **Deficiency Notices:** If at any time during the progress of an ongoing project, the City Engineer determines that:

a. Contractor is failing to supply sufficient time, supplies, or manpower reasonably required by the project, or is otherwise failing to vigorously perform project work, such that there is a substantial possibility that the Contractor will not complete the project according to the applicable timeline;

b. Contractor is neglecting to perform the work a good and workman-like fashion according to the plans and specifications of the Award Notice, instructions of City, and requirements of this Agreement; and/or

c. Contractor is otherwise failing to perform any obligation or adhere to any covenant required hereunder or in the Award Notice;

the City Engineer shall notify Contractor of such determination ("Deficiency Notice") and require Contractor to provide such additional resources or to make good such deficiencies, as the City Engineer may deem necessary. Contractor shall supply the additional resources or make good the deficiencies at no additional cost to City and shall provide the City Engineer with evidence of satisfactory compliance within IO business days of the Deficiency Notice. Satisfactory compliance shall be determined in good faith by the City Engineer.

25. **Force Majeure:** Notwithstanding the foregoing, in no event shall the Contractor be responsible or liable for any failure or delay in the performance of its obligations pursuant to City's specifications or timeline caused by any negligence or omission of City. Contractor shall further bear no responsibility or liability for delays arising out of or caused by forces beyond its control and not caused by the negligence or intentional conduct or misconduct of Contractor, including, without limitation, war, strike, fire, Act of God, earthquake, flood, lockout, embargo, governmental acts or orders or restrictions, failure of suppliers, provided Contractor has exerted all reasonable efforts to avoid or remedy such force majeure.

In the event of a force majeure, Contractor shall notify City thereof within 10 days of its occurrence and request an extension of the

applicable project timeline. Failure of Contractor to notify City of the occurrence of a force majeure shall subject Contractor to the liquidated damages specified above, notwithstanding this Paragraph.

26. **Default:** Failure of Contractor to complete any project accepted pursuant to the terms of this Agreement according to the plans and specifications, instructions, and timeline of City, to comply with any Deficiency Notice of the City Engineer, or to otherwise adhere to any obligation or covenant set forth in this Agreement, shall constitute a Default of this Agreement. In the event of Default by Contractor, City may, without prejudice to any other remedy City may have, make good deficiencies and may deduct the cost thereof from payments then or thereafter due the Contractor or, at City's option, may terminate this Agreement and suspend Contractor's work on the project, take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method City may deem expedient.

If, in the event City opts to suspend Contractor's work and complete the project, the unpaid balance of payments owed Contractor for the project exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City. These rights and remedies are in addition to any right to damages or other rights and remedies allowed by law.

27. **Waiver:** Neither a failure nor a delay on the part of either City in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege.

The rights, remedies and benefits of the City herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which either may have under this Agreement at law, in equity, by statute or otherwise.

28. **Termination:** This Agreement may be terminated at any time and without penalty, by either party by giving 60 days written notice, subject to any pending project on which work has commenced, which project shall be completed according to the applicable project timeline and specifications, notwithstanding the right of termination hereunder, unless Contractor's obligation to complete such pending project has been specifically released by City in writing by a duly authorized representative of City.

City may suspend or annul any project commenced hereunder at any time, including by awarding the project to another contractor, with or without terminating this Agreement, when City determines such an action is in its best interest, which determination is absolute and not subject to contest by Contractor. In the event a project is annulled, Contractor shall be paid for all services satisfactorily completed, as determined by the City Engineer, within 30 days of annulment. In the event a project is temporarily suspended hereunder and later recommenced by Contractor, the project timeline shall be adjusted to account for such suspension.

29. **Indemnification:** Contractor hereby expressly agrees to identify and save harmless the City in all suits and actions of every nature and description brought against by or on account of any injuries or damages

Received or sustained by any parties through the negligence or carelessness of Contractor, of its employees or subcontractors, or by from acts of Contractor of its servants or agents or subcontractors in the performance of their duties in doing the work herein contacted or in consequence of any negligence in making said improvements or in any improper materials used in its construction or by or on account of any acts or omissions of Contractor, its servants or agents or subcontractors received or sustained by any parties through the negligence or carelessness of Contractor, of it employees or subcontractors or by from acts of Contractor of its servants or agents or subcontractors in the performance of their duties in doing the work herein contracted or in consequences of any negligence in making said improvements or in any improper materials used in it construction or by or on account of any acts or omissions of Contractor, its servants or agents or subcontractors.

30. **Notice:** All notices, requests or other communications to the parties shall be given by registered mail addressed as follows:

For City:	For Contractor:
City of Roswell	Molzen Corbin
Attn: Facilities Mgr.	Attn: Kevin Eades
P.O. Drawer 1838	2701 Miles Road SE
Roswell, NM 88201	Albuquerque, NM 87106

31. **Entire Agreement**: This Agreement embodies the entire agreement of the Parties with respect to the subject matters contained herein. This Agreement may be modified or amended or in the provisions hereof waived only by a written instrument signed by the duly authorized representative of the Parties.

32. **Severance Clause**: In case any provisions in this Agreement sall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining privions shall ot in any way be affected or impaired thereby.

33. **Choice of Law and Forum Selection**: This Agreement shall be governed by the laws of the State of New Mexico, exclusive of choice of law provisions, and venue for any

judicial proceeding resulting herefrom shall lie in the Fifth Judicial District, Chaves County, New Mexico.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Molzen Corbin and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on this 14 day of August, 2024, the Effective Date hereof.

"City"
City of Roswell

8/16/24
By: Chad Cole Date
City Manager

"Molzen Corbin"
Molzen Corbin, Inc.

08/22/2024
By: Kevin Eades Date
President

City Seal:

8-23-24
Amalia Martinez, City Clerk Date

Approved as to Form:

8-15-24
Hessel Yntema, City Attorney Date

EXHIBIT A - RFP

CITY OF ROSWELL

PURCHASING DEPARTMENT

ROSWELL

REQUEST FOR PROPOSALS

RFP: 24-012

ENGINEERING SERVICES – ROSWELL AIR CENTER

RFP Issue Date: 5/19/2024

PROPOSAL DUE:
6/18/2024 2:00 PM

PURCHASING DEPARTMENT
425 N. RICHARDSON
ROSWELL, NM 88203

CONTACT: ARELY PEEK
PURCHASING DEPARTMENT
575.637.6299
A.PEEK@ROSWELL-NM.GOV

EXHIBIT B-SCOPE OF WORK

Scope of Work

Basic engineering services normally required for airport development projects involves services generally of an architectural, civil, geotechnical, structural, mechanical, and electrical engineering nature. In addition, there may be some services outside those normally considered basic that are discussed in paragraph 6. Special Services. The basic services are usually conducted in, but are not limited to, five distinct and sequential phases. Offerors are required to set out their qualifications and to propose on the following scope of work.

1. Preliminary Phase: This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include, but are not limited to:
   a) Coordinating with the Sponsor on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.
   b) As applicable, coordinating project with local FAA personnel and other interested stakeholders to identify potential impacts to their operations.
   c) Assisting the Sponsor in the preparation of necessary pre-applications, applications, and required documents for federal grants, including Disadvantaged Business Enterprise (DBE) plan and goals, and exhibits.
   d) Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations.
   e) Develop design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.
   f) Preparing project design criteria and other bridging documents commonly used for alternative project delivery methods such as design-build contracting.

2. Design Phase: This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include, but are not limited to:
   a) Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
   b) Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and performing architectural, engineering, and special environmental studies.
   c) Preparing necessary engineering reports and recommendations.
   d) Preparing detailed plans, specifications, cost estimates, and design/construction schedules.
   e) Preparing Construction Safety and Phasing Plan (CSPP).
   f) Printing and providing necessary copies of engineering drawings and contract specifications.

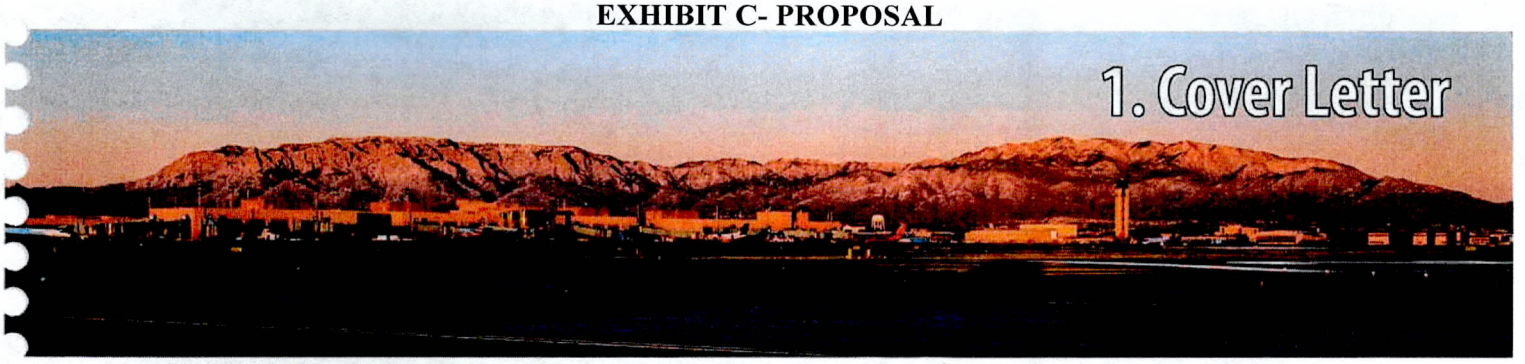
3. Bidding or Negotiation Phase: This phase, at a minimum, involves providing plans, specifications, and all bid documents. The phase also includes assisting the Sponsor in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts, and preparing contract documents.

4. Construction Phase: This phase includes all basic services rendered after the award of a construction contract including, but not limited to:
   a) Providing consultation and advice to the Sponsor during all phases of construction.
   b) Representing the Sponsor at pre-construction conferences.
   c) Providing on site construction inspection and management involving the services of a full-time resident engineer, inspector, or manager during the construction or installation phase of a project, and providing appropriate reports to the Sponsor.
   d) Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept/drawings.
   e) Reviewing, analyzing, and accepting laboratory and mill test reports of materials and equipment.
   f) Preparing and negotiating change orders and supplemental agreements.
   g) Observing or reviewing performance tests required by specifications.
   h) Determining amounts owed to contractors and assisting Sponsors in the preparation of payment requests for amounts reimbursable from grant projects.
   i) Conducting wage rate reviews of certified payrolls.
   j) Making final inspections and submitting punch-lists and a report of the completed project to the Sponsor, including "as built" drawings.

5. Project Closeout Phase: This phase includes all basic services rendered after the completion of a construction contract, including, but not limited to:
   a) Making final inspections and submitting punch-lists and a report of the completed project to the Sponsor.
   b) Providing record drawings.
   c) Preparing summary of material testing report.
   d) Preparing summary of project change orders.
   e) Preparing grant amendment request and associated justification, if applicable.
   f) Preparing final project reports including financial summary.
   g) Obtaining release of liens from all contractors.

6. Special Services: The development of some projects may involve activities or studies outside the scope of the basic design services routinely performed by the consultant. These special services may vary greatly in scope, complexity, and timing and may involve a number of different disciplines and fields of expertise. Offerors may be required to provide special services, or subcontract with third party individuals or companies for such services. Special services include, but are not limited to, the following:

a) Soils investigation, including core sampling, laboratory tests, related analyses, and reports.
b) Detailed mill, shop, and/or laboratory inspections of materials and equipment.
c) Land surveys and topographic maps.
d) Field and/or construction surveys.
e) Photogrammetry surveys.
f) Onsite construction inspection and/or management involving the services of a full-time resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project. This differs from the periodic inspection responsibilities included as part of the basic services.
g) Miscellaneous plans, studies, and assessment reports including environmental, noise, etc.
h) Expert witness testimony in litigation involving specific projects.
i) Project feasibility studies.
j) Assist Sponsor in preparing equipment (i.e. snow removal, Airport Rescue and Fire Fighting, etc.) specifications for procurement purposes.
k) Public information and community involvement surveys, studies, and activities.
l) Preparation of record drawings.
m) Assisting the Sponsor in the preparation of necessary applications for local, State, and Federal grants.
n) Preparation of an as-built airport layout plan.
o) Preparation of property maps.
p) Preparation of quality control plan.
q) Preparation of final report.



June 18, 2024

Ms. Arely Peek, Chief Procurement Officer
City of Roswell
425 North Richardson Avenue
Roswell, New Mexico 88201

RE: RFP 24-0012, Engineering Services—Roswell Air Center

Dear Ms. Peek and Members of the Selection Committee:

As specialists in airport design and engineering, we are pleased to present this proposal for providing consulting services for the Roswell Air Center. Molzen Corbin has 64 years of experience serving airports throughout the State of New Mexico, including the Lea County Airports, Albuquerque International Sunport, Santa Fe Regional Airport, Cavern City Air Terminal (Carlsbad), Spaceport America, Moriarty Municipal Airport, and Double Eagle II Airport (Albuquerque), to name a few. Our talented airport team offers the City of Roswell the following advantages:

- **Highly-Responsive, Local Service.** We are a homegrown, New Mexico company. Our business culture is one of responsiveness and service. We establish project control effectively and efficiently, dedicating all resources needed to meet critical deadlines while remaining agile to address unanticipated changes.
- **Skilled, Experienced Aviation Division.** Our Aviation Division has planned, designed, and provided grants application assistance on more than $400 million in aviation infrastructure improvements since 1990. We have a documented history of success in every type of project listed in your Request for Proposal, including airfield pavement design/rehabilitation, terminal renovation/expansion, and airfield lighting.
- **Funding Experts.** We have extensive familiarity with FAA and NMDOT Aviation Division funding policies and criteria. Nearly all of our airport projects have included complete grants administration responsibilities. Since 1994, we have been responsible for $350 million in FAA funding sent to New Mexico—representing 41% of all FAA funding sent to the State during this time period.
- **Partnered for Success.** Molzen Corbin and Bohannan Huston Inc. (BHI) have partnered on this contract, bringing together the two largest, New Mexico-based engineering and architecture firms to deliver in-house, responsive airport and airfield consultant services for the City of Roswell. We have a long, successful history of partnering on large transportation projects, including the I-25 University Interchange in Las Cruces, New Mexico.
- **Multi-Discipline Project Team.** Between Molzen Corbin and BHI, our team employs more than 340 professionals in the fields of civil engineering, water and wastewater engineering, electrical and mechanical engineering, structural engineering, architecture/landscape architecture, and grants administration. We offer the City the convenience and cost savings of meeting diverse project needs with a centralized, in-house team.

We welcome the opportunity to assist the City of Roswell to assure a safe, pleasant, and efficient airport experience to tenants and users of the Roswell Air Center.

Sincerely,
MOLZEN CORBIN

Kevin W. Eades, PE
President and Chief Executive Officer

2701 Miles Road SE, Albuquerque, NM 87106 505 242 5700 Tel 505 242 0673 Fax MolzenCorbin.com

Legal Committee
Meeting Date: 01/30/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Approve license agreement, or agreement substantially similar to that presented, between Reno Air Racing Association (RARA) and City of Roswell (COR). (Hess Yntema)

BACKGROUND:
Initiated by: Administration

Last year the City and RARA entered into an memorandum (MOU) regarding ROW hosting RARA NCAR events. This license agreement fills in the gaps of and effectuates the binding portions of that MOU.

FINANCIAL CONSIDERATION:
The proposed Ordinance creates no new financial obligations for the City. The City gains significant new revenue from the agreement.

LEGAL REVIEW:
Co-drafted by the City Attorney.

BOARD AND COMMITTEE ACTION:
The Legal Committee is first to consider this item.

STAFF RECOMMENDATION:
Approve license agreement, or agreement substantially similar to that presented, between Reno Air Racing Association (RARA) and City of Roswell (COR).

Attachments
License Agreement COR & RARA

NATIONAL CHAMPIONSHIP AIR RACES
EVENT LICENSE AND SPONSORSHIP AGREEMENT

THIS EVENT LICENSE AND SPONSORSHIP AGREEMENT (this "Agreement") is between the CITY OF ROSWELL, a political subdivision of the State of New Mexico (the "City"), and RENO AIR RACING ASSOCIATION, INC., a Nevada non-profit corporation ("RARA") and is effective as of January __, 2025 (the "Effective Date").

WHEREAS, RARA is nonprofit organization dedicated to promoting and advancing interest, participation and safety in competitive, recreational and specialty aviation and the benefits stemming from education concerning the history of aviation;

WHEREAS, the City owns and operates the Roswell Air Center ("RAC") in the City of Roswell, Chaves County, New Mexico, and the City is authorized to enter into agreements for the use of airport premises and facilities;

WHEREAS, RARA has staged the National Championship Air Races ("NCAR") annually since 1964. and has conducted its Pylon Racing Seminar ("PRS") annually since 1999. NCAR and PRS implicate social and economic considerations of importance to the local community, including benefits to tourism in general, benefits to local charitable organizations, benefits to taxpayers from NCAR revenues, benefits stemming from technological advances in aviation that flow from NCAR, and benefits stemming from education concerning the history of aviation;

WHEREAS, in 2023, RARA issued a request for proposals to host the NCAR. Recognizing the tremendous economic, tourism, and charitable benefits to community, the City submitted a proposal and was selected by RARA to be the new host for the NCAR and the PRS (collectively, the "Events");

WHEREAS, the successful operation of the Events will require assistance and support from the City, including law enforcement, emergency services, compliance with FAA and TSA requirements, and infrastructure and facility improvements to prepare the ROW for the Event. The parties acknowledge the challenge of attracting and maintaining RARA's current fan base and so recognize that capital investments made to bring the Events to the City will be under the ownership of the City of Roswell or RAC and have been and will be funded in the future by the State of New Mexico and other non-RAC municipal funds with no expectation of reimbursement beyond the economic benefits gained from future attendance and the fees provided herein;

WHEREAS, The City Council has determined that hosting the Events will further the interests of the City and promote the general welfare of local businesses, charitable organizations, and residents of Chaves County. The City, annual appropriations consistent with the restrictions of the §§ 6-6-11 through 6-6-13 to 6-6-18 NMSA 1978 (The "Bateman Act") intends to support the Events using proceeds of the tax imposed under §§ 3-38-13 through 3-38-25 NMSA 1978 and Ordinance 20-05 (the "Lodger's Tax") and to bring of the Events to the City by providing or procuring the support described in this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, RARA and the City agree as follows:

ARTICLE 1
DEFINITIONS; INTERPRETATION

The terms defined in this Article 1 shall have the below-referenced meanings when used in this Agreement.

means the Roswell Air Center owned and operated by the City, including all real property and easements, improvements and appurtenances thereto, structures, buildings, fixtures, machinery and other tangible personal property or interest in any of the foregoing, now or hereafter owned or operated by the City.

means the Director of the Airport.

means, for the Events only, nonexclusive improved and unimproved property utilized for ingress, egress and other uses, as so designated by the City, including aircraft ramp, taxiways, aviation or other easements, runways and taxiways, runway and taxiway lights, other appurtenances related to the aeronautical use of the Airport, and all land associated with the FAA-approved race course.

has the meaning set forth in the Preamble.

means costs or expenses incurred for any purpose authorized in § 3-38-21 NMSA 1978, including but not limited to (i) establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping, furnishing or acquiring property for tourist-related facilities, attractions or transportation systems of the City; (ii) providing police and fire protection and sanitation service for tourist-related facilities, attractions and events in the City; and (iii) advertising, publicizing and promoting tourist-related facilities and attractions and tourist-related events.

has the meaning set forth in the recitals, National Championship Air Races ("NCAR"), and Pylon Racing Seminar ("PRS")

1.08 has the meaning set forth in Section 2.03.

means the United States Department of Transportation, Federal Aviation Administration, and its successors in function, if any.

means the areas and facilities at and around the Airport designated for use during an Event pursuant to Section 5.01, excluding Airside Facilities.

means and refers to the license granted pursuant Section 2.01.

has the meaning set forth in the recitals.

means the portions of the Airport designated for the staging, operating and conducting of the Events pursuant to Article 5, and includes the Landside Facilities and Airside Facilities.

has the meaning set forth in the recitals.

has the meaning set forth in the Preamble.

means any trademark, trade name, service mark, design, logo, or domain name now or hereafter owned by RARA.

has the meaning set forth in Section 3.02.

means the Transportation Security Administration of the United States Department of Homeland Security, Transportation Security Administration, and its successor(s) in function, if any.

means an FAA Application for Certificate of Waiver or Authorization to use the Airport for an Event.

has the meaning set forth in Section 2.02.

has the meaning set forth in Section 2.03.

ARTICLE 2
GRANT OF LICENSE; ACTIVITY PERIODS

. Upon and subject to the terms and conditions of this Agreement, the City hereby grants to RARA a license (the "License") to stage, operate and conduct the Events upon the Premises during the Waiver Periods, and to conduct preparation and clean-up of the Premises during the Event Period. In connection with the License, RARA may perform any activities reasonably necessary for the safe and successful conduct of the Events.

. RARA will prepare and submit a Waiver Application to the FAA for each Event and will provide copies of the executed Certificates of Waiver issued by the FAA ("Waiver Certificates") and any related FAA approval documents upon the City's request. RARA shall obtain FAA approval for all phases of the Events covered by the Waiver Certificates and shall take all steps required by the FAA with regard to any aspect of the Events.

. The Events will start and end at the times and dates set out in the Waiver Certificates obtained from the FAA for each Event (the "Waiver Periods"). During each year of the Term, RARA may use the Premises for a period of time commencing thirty (30) days before the Waiver Period for PRS begins and continuing for fourteen (14) days after the Waiver Period for NCAR ends (the "Event Period") for the purposes of Event preparation and repair, and clean-up of the Premises as required by this Agreement. Each waiver period shall not exceed sixteen (16) days.

. Not later than fourteen (14) days after the Event Period, RARA will, and will cause its officers, directors, employees, agents, contractors, vendors, invitees, licensees and concessionaires, to peaceably and quietly leave and surrender the Premises in as good a condition as when RARA began its activities during the Event Period, reasonable wear and tear excepted.

ARTICLE 3
TERM

. This Agreement shall have an initial term commencing on the Effective Date and expiring on the fifth (5th) anniversary thereof (the "Initial Term"), unless terminated earlier or extended, in each case, pursuant to the terms and conditions hereof.

. The Agreement will automatically renew up to five consecutive five-year periods (each, an "Extension Term" and, collectively with the Initial Term, the "Term") for a maximum Term of thirty (30) years; provided that no Event of Default has occurred and is continuing at the time the Initial Term or applicable Extension Term expires.

. Following the first three (3) years of the Initial Term, RARA shall have the right and option to terminate this Agreement if RARA reasonably determines that the Events have been unprofitable for three consecutive years or perceives, in conjunction with Roswell, that it is not economically sustainable..

. If RARA terminates this Agreement pursuant to Section 3.03, this Agreement shall terminate with respect to all future rights and obligations of performance hereunder by the parties (except for the rights and obligations herein that expressly are to survive termination hereof). Termination pursuant to Section 3.03 shall not alter the then-existing claims, if any, of either party for breaches of this Agreement occurring prior to such termination, and the obligations of the parties with respect thereto shall survive termination. Notwithstanding any provision of this Agreement to the contrary and for the avoidance of doubt, RARA shall have no liability whatsoever to the City or any other person or entity for any capital investments or other expenditures made in connection with the Events.

ARTICLE 4
PLANNING AND COORDINATION

.

(a) The City hereby designates [NAME] to be the representative of the City ("City Representative"), and shall have the right, from time to time, to change the individual or individuals who are the City Representative by giving at least ten (10) days' prior written notice to RARA thereof. Any written approval, decision, confirmation or determination of the City Representative shall be binding on the City except in those instances in which this Agreement specifically provides for the approval, decision, confirmation or determination of the City Council.

(b) RARA hereby designates Frederick Telling, CEO, and Tony Logoteta, President to be the representatives of RARA ("RARA Representative"), and shall have the right, from time to time, to change the individual or individuals who are the RARA Representative by giving at least ten (10) days' prior written notice to City thereof. Any written approval, decision, confirmation or determination of the RARA Representative shall be binding on the RARA; provided, however, that notwithstanding anything in this Agreement to the contrary, the RARA Representative shall not have any right to modify, amend or terminate this Agreement.

(c) If there is more than one individual serving as the representative of a party, the written approval, decision, confirmation or determination of any one of such individuals shall be sufficient to bind that party.

. At least sixty (60) days before an Event, RARA will deliver to the City reasonably detailed initial operations plans for that Event addressing the below subjects:

(a) Emergency operations planning and response including, but not limited to, (i) crowd ingress, egress and circulation plans for both emergency and daily operations; and (ii) first aid facility locations plan;

(b) Facility Use Plan including, but not limited to, (i) security of airfield and all Premises, including night-time security; (ii) temporary facilities and fencing detail and description of use; (iii) vehicle and aircraft parking and circulation plan; (iv) sanitary facilities location plan; vendor and exhibitor temporary premises location plan;

(c) RV parking location plan; and

(d) Any other subjects for which the City reasonably requests a plan during the Term of this Agreement.

. RARA will cooperate with, and will cause its officers, directors, employees, agents, contractors, vendors, invitees, licensees and concessionaires, to cooperate with City officials, agents, and employees in all matters pertaining to the Events including, but not limited to, the above subjects; and will comply with, and cause its officers, directors, employees, agents, contractors, vendors, invitees, licensees and concessionaires to comply with all reasonable directives, instructions, recommendations or requests of City officials, agents and employees in relation thereto. The cooperation referenced in this Section includes efforts to attend meetings with the City at dates and times agreed upon by the attendees of such meetings.

. Subject to final appropriations by the City Council, the City shall negotiate in good faith with RARA to provide a sponsorship agreement for each year of the Initial Term, pursuant to which: (i) the City shall fund up to three hundred thousand dollars ($300,000) per year in Eligible Expenses for the Events, subject to the limitations in § 3-38-15 NMSA 1978; and (ii) RARA shall provide the City equitable treatment and the rights and benefits provided to the largest sponsor of the Events (excluding any exclusive rights granted to the title sponsor and the presenting sponsors). The funding when considered each year will be increased by the latest 12-month percentage change in CPI-U, (Consumer Price Index-U, and U.S. City Average) rounded up to the nearest $1.00.

If the sponsorship funding is inadequate to cover the cost of the City Services, the parties will cooperate in good faith to determine a mutually acceptable resolution.

. On or before July 1 of each year of the Term, the parties shall meet at a mutually convenient place and time, and at each such meeting shall discuss and reasonably determine: (i) the types of City Services anticipated to be required for each Event and the estimated Cost-to-City associated therewith; (ii) the amount of Lodger's Tax proceeds collected by the City during the previous fiscal year and deposited in the Lodger's Tax Ordinance Fund; (iii) the amount of

Lodger's Tax proceeds restricted to marketing pursuant to § 3-38-15 NMSA 1978; and (iv) the specific City Services to be prioritized and procured with the Lodger's Tax.

. RARA hereby grants the City, and the City hereby accepts, a non-exclusive, non-transferrable, non-sublicensable right and license to use the RARA Marks during the Term in the City's advertising, marketing, and promotional materials in all formats and media, including on its website, mobile apps, and social marketing pages on third-party websites and mobile apps, to identify and promote its association with and its status as the host of the Events. The City shall submit examples of all proposes uses of the RARA Marks to RARA for written approval. The license granted pursuant to this Section shall automatically terminate upon the expiration or earlier termination of this Agreement.

. RARA will provide the City a copy of any press release or statement related to the Event.

. During the Initial Term, subject to federal and state funding, the City commits to seek all necessary funding for the expansion of its passenger terminal in anticipation of increased demand of commercial service for the Events.

ARTICLE 5
PREMISES

. At least sixty (60) days before each Event, the City and RARA will determine the areas in, on, at and about the Airport to be designated for staging, operating and conducting such Event, including Landside Facilities and Airside Facilities; provided, however, that the final determination of the Premises designated for each Event is subject to the City's approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Once the City and RARA have determined and designated the areas to include in the Premises for an Event, the parties shall execute an instrument reflecting said Premises, and such instrument shall be binding upon the parties and deemed incorporated into this Agreement.

. In determining the areas to include in the Premises, the parties agree that approximately 84 acres shall be designated for grandstands and other spectators areas; spaces reserved for vendors, sponsors, concessionaires, and exhibitors; medical and emergency staging areas; aircraft displays and temporary aircraft storage; and any other areas and facilities RARA reasonably determines to be necessary or appropriate for successful conduct of the Events.

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(a) For 2025, the City will provide sufficient office and building space during the Events, as required by RARA, at the same rental rates charged to other Airport users. If RARA only needs a portion of a building, rent shall be reduced proportionally.

(b) The City will make all reasonable efforts to facilitate the use of the Chalet and several other hangar spaces under lease with the local FBO or other tenants, including hangars 1531 and 1532.

. The FAA-approved racecourse design shall govern and control the areas and facilities designated as Airside Facilities for the purposes of this Agreement. The City shall assist RARA

in obtaining all necessary landowner/occupier approvals, consents, or other rights required for any Airside Facilities on non-municipal property.

. The City shall provide RARA and its officers, directors, employees, agents, contractors, vendors, invitees, licensees, concessionaires, patrons, and guests with access to, and use of, parking spaces on Airport parking facilities and, to the extent necessary, in RARA's reasonable discretion, off-Airport parking facilities sufficient to accommodate Event attendees.

. In addition to the Premises, RARA may arrange directly with Airport tenants for the use of any space leased by those tenants and required for an Event. RARA may not impede the rights granted to Airport tenants by the City unless a safety issue with respect to the Event is involved. RARA will promptly provide the Airport Director with a written explanation of any situation requiring the impediment of tenant rights, including the name of the tenant, the type of impediment, and a detailed explanation of the safety issue. RARA will ensure that the right of access to and from any tenant's leased space is accommodated in its control of access to the Premises.

. The City will make all reasonable efforts to facilitate the use of PBS affiliate KENM free of charge at Eastern New Mexico University-Roswell ("University") and use of the University facilities for conference areas, classrooms for safety briefings, and coordination for use of cafeteria services.

ARTICLE 6
FEES AND CHARGES

. In consideration of the License, RARA agrees to pay the City a fee of up to fifty thousand dollars ($50,000.00) per year (the "License Fee"). Except as provided in Section 6.02, the License Fee shall be paid by RARA to the City within thirty (30) days after the Event Period each year of the Term. Each year thereafter, the license fee will be increased by the latest 12-month percentage change in CPI-U, (Consumer Price Index-U, and U.S. City Average) rounded up to the nearest $1.00.

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. RARA shall have the right to establish (and thereafter change from time to time) the parking fees charged for the use of all parking facilities during the Events, to permit volunteers and other persons reasonably necessary for operation of the event to use the parking facilities free of charge during the Event Period. RARA shall receive and collect all revenue generated from the sale of parking spaces at the parking facilities designated for the Events. RARA shall share the parking revenues generated from the sale of any parking spaces exempt from the Lodger's Tax and consistent with FAA regulations, as follows:

(a) One dollar ($1.00) for each regular parking space;

(b) Five dollars ($5.00) for each RV parking space without connections for water and electricity; and

(c) Ten dollars ($10.00) for each RV parking space with connections for water and electricity.

(d) Each year, the above will be increased by the latest 12-month percentage change in CPI-U, (Consumer Price Index-U, and U.S. City Average), rounded up to the nearest $0.01.

. RARA shall pay or reimburse the City for any and all actual operational or pass-through costs, but excluding fixed costs, to host the Events ("Cost-to-City"). Cost-to-City shall include the incremental increase in the cost of utilities over the average cost of utilities on non-Event days and the cost of other services the City provides or procures for the Events pursuant to this Agreement. For City Services, Cost-to-City includes only the incremental cost to provide those services (e.g., staffing in excess of normal requirements and overtime pay). Cost-to-City shall exclude Eligible Expenses paid by or with Lodger's Tax appropriations. Any reimbursement for Cost-to-City shall be promptly paid by RARA within thirty (30) days after receiving an invoice from the City.

ARTICLE 7
OPERATIONAL REQUIREMENTS

. Except for any City Services provided pursuant to Section 7.02, RARA shall manage and coordinate all aspects of the Events on and off the Premises.

. City shall directly provide or procure the following services for each Event (collectively, the "City Services"):

(a) The City shall provide or procure services from government agencies responsible for public safety in connection with each Event, including support and coordination for transport and traffic management operations. Such services are in addition to any private security provided by RARA.

(b) The City shall provide auxiliary fire protection and emergency medical services for the Events. Such services are in addition to Fast Response Operational Safety Team (FROST) or equivalent fire services that shall be provided by RARA at its expense.

(c) The City will make available roll-off dumpsters as reasonably required for the Events. RARA shall be responsible for depositing refuse at each roll-off dumpster and for payment of all tipping fees associated with each roll-off.

. If hangar space is not available for all required race aircraft parking for the Events, the City and RARA shall split the cost of any temporary tents needed to provide a minimum of 40,000 square feet of covered parking for race aircraft.

. RARA will designate a representative with authority to act on RARA's behalf who will remain on-site at the Premises after each day of the Event to ensure that any additional work identified by the Airport Director as a result of the Event is promptly performed by or on behalf of RARA. RARA will ensure that the FAA air traffic control tower has such representative's correct mobile phone number so that the FAA air traffic control manager may contact such representative from time to time.

. RARA may charge a registration fee to participants and an admission fee to the public who desire to enter the Premises to observe the NCAR. Notwithstanding the foregoing, RARA shall not interfere with City employees required to work on the Airport as certified by the City; on-site employees of businesses on the Airport and conducting business on the Airport; and persons demonstrating a valid requirement to have access onto the Airport; provided, however, that such persons may be restricted by RARA to those areas necessary to their Airport activity.

. RARA will cause the following persons to execute a waiver with respect to the Event: aircraft owners, aircraft pilots, any individual working on aircraft and/or in the pit area at the Airport. The waiver will include an express waiver of all liability by such person as against the City and its officers, employees and agents.

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(a) RARA shall, at no cost to the City, comply with, and shall cause its officers, directors, employees, agents, contractors, vendors, licensees and concessionaires, to comply with, all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions, requirements and guidelines of all federal, state, city, local and other governmental authorities that have jurisdiction over RARA's operations, now or hereafter in effect, applicable to the Events, the Premises, the Airport, and adjoining common areas and public rights-of-way as to the manner of use and the condition of the Premises during the Event.

(b) RARA shall: (a) obtain and maintain in effect at all times, at its sole cost and expense, any and all licenses, certificates and permits required for staging, operating and conducting the Events and its use and occupancy and operation of the Premises; and (b) obtain and pay for any licenses, permits and other operating, use or safety certifications required by federal, state and local regulatory agencies for its use, operations and activities and associated operations on the Premises. RARA shall provide the City with copies of any and all such licenses, permits and other documentation evidencing compliance herewith upon request and as otherwise required under this Agreement.

(c) RARA will conduct the Event in a safe manner, consistent with the operation of aircraft engaged in similar events that are approved by the FAA and consistent with the Waiver Certificate issued for the Event. RARA will ensure that only authorized individuals are permitted into areas where aircraft are operating.

. RARA may temporarily authorize use of the Premises by commercial concessionaires and exhibitors for the sale and/or display of prepared food, beverage, merchandise and for the rental of parking spaces provided:

(a) All commercial concessionaires and exhibitors have a written agreement with RARA to operate during the Event;

(b) RARA provides a list of all commercial concessionaires and exhibitors to the City prior to the commencement of the Event; and

(c) RARA ensures that all of the commercial concessionaires and exhibitors have secured all licenses and permits required for their activity and that they have in place adequate commercial general, automobile and product liability insurance, as may be applicable, with the City, and its officials, agents, and employees included as additional insureds.

. RARA may, upon the City's prior written approval, which will not be unreasonably withheld, erect or permit the erection of temporary directional and/or advertising signs (i) upon the Premises, or (ii) upon other areas of the Airport for which RARA has received approval of the tenant or licensee of such other area.

. In addition to the foregoing requirements, RARA will:

(a) Provide sufficient personnel to give traffic and parking direction to provide crowd control and to ensure the safety of the public and property; and

(b) Restrict the airside use of temporary living quarters (e.g. tents, campers, trailers, etc.) to that area(s) of the Airport designated for such personnel.

ARTICLE 8
FACILITY IMPROVEMENTS AND MAINTENANCE

. The City shall, at its sole cost and expense, directly provide, construct, or procure and retain title to the following:

(a) Pylons. On or before April 15, 2025, the City shall construct and install the racecourse pylons to RARA's standard specifications at locations determined by RARA. Emergency Landing Strips. On or before September 1, 2025, the City shall engineer and develop additional emergency landing strip(s) at or around the Airport at locations determined by RARA, in accordance with RARA and FAA standards. Additionally, the City shall secure approval to use existing landing strips at or around the Roswell Correctional Center and shall prepare the same for use as additional emergency landing strips.

(b) Apron Staging Area. On or before September 1, 2025, the City shall construct or cause to be constructed and paint an Apron Staging Area for RARA activities between Taxiway C and Taxiway J, approximately 3,600 feet long and 100 feet wide, as depicted on **Exhibit B** (the "Apron Staging Area"). The Apron Staging Area will be treated using asphalt rated to withstand a minimum of 60,000 pounds

(c) Tie Downs. On or before May 1, 2025, the City shall install approximately seventy (70) tie downs to be used with steel cabling for race aircraft parking during the Events. The final number and locations shall be determined by RARA.

(d) Tent Anchors. On or before May 1, 2025, the City shall install approximately 60 anchors to be used to secure tent structures during event. RARA shall have the right to install additional anchors or stakes as may be necessary to accommodate larger tent structures.

(e) Bleachers. In coordination with RARA, the City shall procure, construct, and maintain bleachers to seat approximately 10,000 individuals.

(f) Clearing and Paving. On or before September 1, 2025, the City will fully clear designated areas of dirt and vegetation on the ramp and prepare additional surface treatment as required for the public areas of the Events, including but not limited to areas designated for vendors, exhibitors, temporary seating, aircraft displays and pit parking. The City may treat portions of the public areas with chip seal to limit costs, provided that a slurry seal is added the following year. The pedestrian entrance walkway may be treated using lower-rated asphalt.

(g) Grading. The City shall flatten the shooting range berm.

. The City shall not allow any construction at or around the Airport that would interfere with RARA's ability to conduct or operate the Events. More generally, the City will consult with RARA in relation to any planned public works or private development which may have an impact (whether in terms cost or feasibility) on the conduct of the Events. The City will consult with RARA on adjustments to minimize cost increases and disruption to Events.

. Except as provided in Section 8.04, RARA shall be responsible for all maintenance and repair of the Premises during the Event Period, and the City will not be responsible therefore. RARA will ensure that the Premises are kept in a good, safe, clean and orderly condition. Such maintenance and repair shall be performed with due diligence and in a good and workmanlike manner to the satisfaction of the City. Without limiting the foregoing, RARA will:

(a) Perform, or cause to be performed, custodial services on a daily basis during the Event Period for the Event; such services will include the daily removal of debris resulting from the Event from the Premises and the Airport. At the end of the Waiver Period, RARA will remove, or caused to be removed, from the Airport all trash, rubbish, waste and debris resulting from the Event. If, in the discretion of the City, the custodial services are insufficient, the City may, after giving notification to RARA, initiate clean-up of the Airport and bill RARA pursuant to Section 6.04. An inspection of the Premises and common areas before and after the Event shall be conducted by the City and RARA together so both parties are apprised of the conditions of the Premises;

(b) Immediately repair or cause to be repaired, to the satisfaction of the City, any damage to operating surfaces of the Airport if such damage would be a danger to aircraft operations. On or before the end of the Event Period for the Event, RARA will repair or cause to be repaired, to the satisfaction of the City, any other damage resulting from the Event to the Premises. If, in the discretion of the City, the repairs are insufficient, City may, after giving notification to RARA, initiate clean-up of the Airport and bill RARA pursuant to Section 6.04;

(c) Repair, or cause to be repaired, any damage or to remove any contamination to the Premises or the Airport caused by, resulting from, arising out of or otherwise in connection with the Event. If RARA fails to repair such damage, or if, in the discretion of City the repairs are insufficient, the City may, after giving notification to RARA, make

such repairs, or have them made on its behalf, and charge RARA pursuant to Section 6.04; and

(d) RARA will ensure that all oil cans, fuel barrels, drums and the like, the use of which is caused by, results from, arises out of, or is in relation to or in connection or conjunction with the Event. RARA will remove or cause to be removed from the Premises and the Airport all such items immediately upon the conclusion of the Event.

(e) RARA and the City will jointly install and maintain temporary fencing with mutual agreement between RARA and the City.

. The City shall be responsible for all costs and expenses in connection with the installation, maintenance, repair or replacement of the racecourse pylons, the grandstands, the Apron Staging Area, all improved surfaces at or around the Airport, and any other capital improvements constructed or procured by the City. Excluding utilities normally provided by Xcel and New Mexico Gas Company, the City shall maintain all equipment required to provide adequate utilities at such times and in such amounts as shall be reasonably necessary for the use of the Premises for the Events.

ARTICLE 9
INSURANCE

. RARA, as the named insured, shall secure and provide the forms of insurance set forth in this Article 9. All policies and certificates shall contain a provision that written notice of cancellation or of any material change in said policy by the insurer shall be delivered to the City no less than thirty (30) days in advance of each Event. If any such coverage is cancelled or materially changed, RARA shall within fifteen (15) days after the date of such written notice of such cancellation or change file with the City, a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. All policies of insurance provided for herein shall be primary coverage for all claims arising from the use, occupancy and operation of the Premises and from the conduct of the Events governed by this Agreement. If RARA fails to deliver evidence of insurance to the City as provided above, the City may at its sole discretion immediately terminate the License for the applicable year and all rights and privileges granted herein are revoked.

RARA shall maintain all insurance hereunder with insurance underwriters authorized to do business in the State of New Mexico with an AM rating of A or better and who are satisfactory to the City and its insurance carrier(s). All policies, primary, excess and/or umbrella, shall name, and certificates shall show by separate endorsement, that policies name the City, its officers, employees and agents as additional insureds. RARA and its insurer or insurance agent shall provide the City copies of the complete policies, including declarations, additional insured endorsements and complete excess and/or umbrella policies from the insurance carriers showing all insurance required hereunder to be in full force and effect during the entire duration of the Events or shall deposit with City certified copies of said policies.

. At least thirty (30) days prior to the Events, RARA shall, as a condition precedent to the commencement of operations, secure and provide to City a certificate of insurance as evidence of the following coverages:

(a) Aviation General Liability Insurance coverage provided on standard forms for Bodily Injury and Property Damage Liability with a minimum limit of one hundred million dollars ($100,000,000) combined single limit per occurrence which shall include, but not be limited to, the following extensions:

(i) Premises and operations;

(ii) Contractual, including coverage for assumption of liability set forth in this Agreement;

(iii) Liability while operating mobile equipment on Airport property;

(iv) Products and completed operations;

(v) Independent Contractors;

(vi) Personal injury/advertising injury liability of Twenty-Five Million and 00/100 Dollars ($25,000,000.00).

(vii) Cross liability and severability of interest coverage for each of the Additional Insureds who shall have the same protection as would have been available had the policy been issued individually to each of them, except that this fact shall not in any event increase any insurers' total liability beyond the limits as set forth in the policies.

(b) Breach of warranty coverage with respect to the interests of the Additional Insured, the insurance afforded shall not be invalidated by any act or neglect of the Named Insured whether or not such act or neglect is a breach or violation of any warranties, declarations, or conditions of the policies.

(c) Automobile liability coverage for hired autos, scheduled autos, and non-owned autos with a combined single limit of One Million and 00/100 Dollars ($1,000,000.00) for each accident.

(d) Workers' compensation as required by the State of New Mexico and Employers' Liability in the amount of one million dollars ($1,000,000) per accident, one million dollars ($1,000,000) per employee, and one million dollars ($1,000,000) disease policy limit.

(e) All insurance policies required to be carried by RARA pursuant to this Agreement shall be primary and without right of contribution from any other insurance as may be carried by the City or any other Additional Insured. All policies shall provide that the insurers waive their rights of subrogation, set-off, counterclaim or other deduction, whether by attachment or otherwise as against the City and its successors and assigns or

any other Additional Insureds to the same extent as RARA has waived such rights and that the City or any other Additional Insureds shall not be responsible for any premiums, assessments, warranties, representations, commissions, or calls in connection with such insurances provided by the policies required hereunder.

(f) The certificates of insurance must contain the following in the Description of Operations narrative section of the certificates of insurance as follows: "Such insurance as is afforded under the policies applies to the Liability assumed by the Named Insured under contract, specifically Article 9 and Article 10, of the National Championship Air Races Event License and Operating Agreement dated _____, 2025."

(g) All insurance policies required to be carried by RARA pursuant to this Agreement must reference and expressly incorporate the indemnification requirements of this Agreement and must clearly state that the insurance will cover all expenses incurred by the City arising out of the Events, i.e. RARA's insurance policy, primary and excess, must provide coverage for the City to the same extent as provided to RARA and shall provide coverage to the City as an additional insured for all of RARA's duties and obligations pursuant to Article 10 of the Agreement.

(h) At each license renewal period, RARA and Roswell will jointly reassess any possible increase in the amount of insurance necessary to continue operation of the Events.

. RARA shall provide for the prompt and efficient handling of all claims arising out of the activities of RARA under this Agreement.

ARTICLE 10
INDEMNIFICATION

. RARA shall be and remain responsible for its acts and omissions, and the City shall in no way be responsible therefore. RARA shall indemnify and hold harmless the City, and its elected and appointed officials, employees and agents ("City Personnel") for any losses, liabilities, costs, charges, judgments, claims, damages, fees, attorney's fees, penalties, fines and expenses ("Losses") involving any third-party claim arising directly or indirectly, from the events or in connection with or alleged to arise out of or any way incidental to any of the following:

(a) any breach by RARA of any covenant or obligation of RARA in this Agreement;

(b) any claim by any person for Losses in connection with the violation by RARA of any applicable law, rule, or regulation;

(c) liens by third parties against the City or any City Indemnified Parties, or any of their property, because of labor, services, or materials furnished to RARA in connection with the events; or

(d) the negligence or willful act or omission of RARA or its officers, directors, employees, agents, contractors, vendors, invitees, licensees and concessionaires.

These claims, demands, and the like shall include, but not be limited to, payment of legal expenses incurred by the City, including attorney fees, in defending against or paying or settling any such claim and/or the like. The City may, in its sole discretion, select counsel of it choosing to represent and defend it in any such matter.

Notwithstanding the foregoing, this Section 10.01 does not require RARA to indemnify or defend the City or any City Personnel for Losses resulting from willful misconduct of City Personnel.

RARA's obligation to indemnify the City set forth in this Section shall survive the expiration or termination of this License

. The indemnification provided in this Agreement shall not be limited by insurance requirements. No act of the City including, but not limited to, any action, direction, instruction recommendation or request of the City pursuant to this Agreement, shall constitute nor be deemed, construed or interpreted as an assumption of duty by the City to RARA. The minimum insurance requirements prescribed herein shall not limit or define the obligations of RARA hereunder.

. RARA shall immediately give the City written notice of any claim, fine, demand or the like which in any way affects or might affect the City, and may compromise and/or defend against that claim or the like to the extent of its interest therein.

ARTICLE 11
HAZARDOUS MATERIALS

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(a) RARA shall comply with all applicable laws including, but not limited to, the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and Resource Conservation and Recovery Act (RECRA), the laws of the State of New Mexico and local ordinances governing environmental matters including, but not limited to, the transportation and storage of hazardous materials, substances and wastes, as might now or hereafter be defined by such laws.

(b) RARA shall not improperly use, store or dispose of on the Premises, neighboring property or any other property in the City any petroleum product, or any other material or substance now or hereafter classified as a listed waste, hazardous or toxic under any federal, state or local law. Notwithstanding, the presence of certain materials, which might be necessary to support RARA's operations, located within the proper receptacles of any motor vehicle or in other proper containers correctly stored on the Premises or other approved locations at Airport, shall not be a violation of this Section.

(c) Only persons who meet the City's requirements and comply with applicable laws will be allowed to conduct business on the Premises or elsewhere at the Airport to receive hazardous articles or materials for shipping or storage. RARA, its agents, employees, invitees, and licensees shall handle such articles or materials compliant with 40 C.F.R. Part 260 - 279, parts and materials handling directives, company manuals or a combination of the above, as applicable.

(d) To the extent required by law, RARA shall develop and submit to the City a Spill Prevention Control and Countermeasure program (SPCC), or other similar programs as required by the New Mexico Environment Department for the duration of the Term of this. RARA shall maintain written procedures for handling and disposing of petroleum products and hazardous and toxic materials and wastes if such materials are handled by RARA. RARA shall make such written procedures, if any are so required, available for the City's review upon request.

. If applicable materials are handled by RARA, RARA shall keep, save, protect, release, defend at the option of the City, indemnify and hold the City, its officers, agents and employees harmless from any and all claims, damages, suits, costs, expenses, liability, fines, demands and causes of action or proceedings of any kind or nature whatsoever including, but not limited to, reasonable costs and attorney fees, incurred by the City in connection with the defense or any claim, demand or cause of action asserted by any third party arising out of or resulting from any hazardous, toxic or petroleum substance, material or waste which is brought on, deposited or stored on or removed from the Premises or elsewhere at the Airport during the Term of this Agreement or arising out of any contamination of the Premises, neighboring property or any other City property resulting from and/or by any such hazardous, toxic or petroleum substance, material or waste now or hereafter defined or classified as a listed waste, hazardous or toxic under applicable federal, state or local law during RARA's use thereof, including, but not limited to, toxic, hazardous or petroleum products, unless caused solely by the act or omission of the City. Upon receiving notice of any such claim, demand or cause of action, RARA shall, at its cost, immediately investigate and, if necessary, cure or commence to cure, by taking all action prescribed by applicable federal, state and local laws relating to the toxic, hazardous or petroleum substance, material or waste including, but not limited to, the proper removal, disposal and cleanup thereof. RARA's obligation to indemnify the City under this Section shall survive the expiration or termination of this Agreement.

. RARA shall immediately notify the City in writing of: (a) any environmental enforcement, clean-up, removal or other action proposed, instituted or completed pursuant to any federal, state or local law; (b) any claim made by any person against RARA for damages, contribution or cost recovery resulting from or claimed to result from the presence of a hazardous material; (c) any occurrence which might give rise to or result in such a claim; and/or (d) reports to any regulatory agency arising out of or in connection with the delivery to, storage on or removal from the Premises of any hazardous material including, but not limited to, any complaint, notice, warning or alleged violation in connection therewith. RARA shall provide the City with copies of all non-privileged documentation relating to the foregoing.

ARTICLE 12
DEFAULT AND TERMINATION

. In addition to other events of default provided in other provisions of this Agreement, each of the following will constitute an event of default entitling City to exercise the remedies listed below:

(a) Failure to make any payment when due and RARA's continuing failure to make such payment for more than thirty (30) days following the City's delivery of written notice of such failure to RARA; or

(b) The filing by RARA of a voluntary petition in bankruptcy or the institution of proceedings in bankruptcy against RARA or the adjudication of RARA as a bankrupt pursuant to such involuntary bankruptcy proceedings; the appointment of a receiver of RARA's assets which results in a liquidation of RARA's business; or the general assignment of this Agreement by RARA for the benefit of creditors; or

(c) Permission or sufferance by RARA of any unauthorized use of the Premises, or of the Airport, and RARA's failure to cure such unauthorized use within thirty (30) days following City's delivery of written notice of such default to RARA; or

(d) Any other default or breach of any term, covenant or condition of this Agreement and RARA's failure to remedy the default or breach for a period of more than thirty (30) days (unless expressly set forth otherwise in this Agreement) following the City's delivery of written notice of said default or breach to RARA, except in the event the breach is of a nature which cannot be cured within the thirty (30) day period, RARA may be granted additional time to cure by the City if RARA commences the cure and continues in good faith to cure the breach during such extended cure period.

. In the event of default of this Agreement by RARA, the City may terminate RARA's right to the use of the Premises by any lawful means. In such case, this Agreement will terminate upon thirty (30) days' written notice to RARA.

. Notwithstanding any provision to the contrary, the City may terminate this Agreement upon ninety (90) days' written notice to RARA upon occurrence of any of the following events:

(a) The lawful assumption by the United States Government or the State of New Mexico, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial portion thereof, that in the City's judgment, substantially restricts RARA's business for a period of at least ninety (90) days; or

(b) The issuance of a court of competent jurisdiction of a permanent injunction, which prevents or restrains the use of the Airport, or any part thereof, for Airport purposes where the prevention or restraint of such use, in the judgment of City, substantially restricts City's use of the Airport for airport purposes or substantially restricts RARA's business; or

(c) The existence or operation of any rule, regulation, sponsor assurance, or order of the FAA, or TSA directly or indirectly, requiring the discontinuance or, in City's judgment, substantial reduction of the use of the Airport for RARA's use and occupancy by RARA of the Premises as described herein.

(d) The default by RARA in the performance of any covenant or obligation required to be performed by RARA and the failure of RARA to remedy such default for a period of one-hundred eighty (180) days after receipt of written notice to remedy same; provided, however, if the nature of the default is such that it cannot be cured within one-hundred eighty (180) days and RARA commences the cure of default within said one-hundred eighty -day period and diligently pursues such efforts to completion, RARA shall not be deemed in default hereunder. Notwithstanding the foregoing, no notice of

termination, as provided herein, shall be effective if RARA shall have remedied the default prior to receipt of the City's notice of termination.

(e) Permission or sufferance by RARA of any unauthorized use of the Premises, or of the Airport, and RARA's failure to cure such unauthorized use within five (5) days following Authority's delivery of written notice of such default to RARA.

(f) If the conduct of the Events ceases or fails to occur for any reason within RARA's control.

. Notwithstanding any provision to the contrary, RARA may terminate this Agreement by giving the City ninety (90) days' prior written notice, upon or after the happening of any one of the following events:

(a) The inability of RARA to use the Airport, or any of the Premises, facilities, rights, licenses, services or privileges granted to RARA hereunder because of fire, explosion, earthquake, other casualty, or act of the public enemy, provided that the same is not caused by negligence, unlawful acts or failure to act on the part of RARA.

(b) Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof for airport purposes, and the remaining in force of such injunction for a period of at least ninety (90) days.

(c) The default by the City in the performance of any covenant or obligation required to be performed by City and the failure of City to remedy such default for a period of one-hundred eighty (180) days after receipt of written notice to remedy same; provided, however, if the nature of the default is such that it cannot be cured within one-hundred eighty (180) days and the City commences the cure of default within said one-hundred eighty -day period and diligently pursues such efforts to completion, the City shall not be deemed in default hereunder. Notwithstanding the foregoing, no notice of termination, as provided herein, shall be effective if the City shall have remedied the default prior to receipt of RARA's notice of termination.

(d) If RARA is prevented from conducting the Events due to circumstances beyond its control, including but not limited to RARA's inability to purchase insurance for the Events, or restrictions placed on the Events by the FAA, TSA or other governing body which make the conduct of the Events operationally or financially not feasible.

ARTICLE 13
FAA PROVISIONS AND AIRPORT REGULATIONS

. The following provisions are mandatory FAA provisions pursuant to "Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors" issued by the FAA dated September 15, 2023, as amended. As such, neither the language nor their inclusion may be changed.

. RARA and its transferee(s) agree to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts

and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If RARA transfers its obligation to another, the transferee is obligated in the same manner as RARA. The above provision obligates RARA for the period during which the property is owned, used or possessed by RARA and the Airport remains obligated to the Federal Aviation Administration.

. During the performance of this Agreement, RARA, for itself, its assignees, and successors in interest agrees as follows:

: RARA (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

: RARA, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. RARA will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

: In all solicitations, either by competitive bidding, or negotiation made by RARA for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by RARA of RARA's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

: RARA will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of RARA is in the exclusive possession of another who fails or refuses to furnish the information, RARA will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

: In the event of RARA's noncompliance with the non- discrimination provisions of this contract, the City will impose such contract sanctions as it or the

Federal Aviation Administration may determine to be appropriate, including, but not limited to:

(A) Withholding payments to RARA under the Agreement until RARA complies; and/or

(B) Cancelling, terminating, or suspending a Agreement, in whole or in part.

: RARA will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. RARA will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if RARA becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, RARA may request the City to enter into any litigation to protect the interests of the City. In addition, RARA may request the United States to enter into the litigation to protect the interests of the United States.

. During the performance of this Agreement, RARA, for itself, its assignees, and successors in interests (hereinafter referred to as "RARA") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

(ii) 49 CFR part 21 (Non-discrimination In Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);

(iii) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(iv) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

(v) The Age Discrimination Act of 1975, as amended, (42 U.S.C § 6101 et seq.), (prohibits discrimination on the basis of age);

(vi) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

(vii) The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

(viii) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

(ix) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

(x) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

(xi) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

(xii) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

. The following provisions must be included in this Agreement but may use different language from that required by the FAA provided the intent of the required clauses is met.

. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. RARA must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. RARA retains full responsibility to monitor its compliance and their contractor's or subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). RARA must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.

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. RARA acknowledges that City is required to operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by the City to the United States Government under the Airport and Airway Improvement Act of 1982, as the same may be amended from time to time.

. The City reserves the right to further develop or improve all areas with consideration to RARA of designation of operational areas of the Airport.

. City shall maintain and keep in repair all areas of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of RARA in this regard.

. City reserves unto itself, its successors and assigns, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace. This right of flight shall include the right to cause in said airspace such noise, vibrations, fumes, dust, air movement and other similar phenomena as may be inherent in the operation of any aircraft now known or hereafter used for navigation or flight through the said airspace for landing at, taking off from or operating on the Airport and with coordination and full compliance with Waiver Activities.

. It is understood and agreed that nothing contained in this Agreement shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a), as the same may be amended from time to time.

. RARA, for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree to the following, as a covenant running with the Premises:

> Subordination of Agreement. This Agreement and all provisions set forth herein are and shall be subject and subordinate to the terms and conditions of any instruments and documents under which City acquired the land or improvements thereto, of which the Premises are a part, and shall be given only such effect as will not conflict with or be inconsistent with such terms and conditions. It is further understood and agreed by RARA that this Agreement shall be subordinate to the provisions and requirements of any existing or future contract between City and the United States of America, or any of its agencies, relative to the development, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Notwithstanding anything above to the contrary, RARA expressly reserves any and all legal rights, claims or causes of action which it may have arising out of any actions by any such superior interest holders which amounts to a condemnation or constructive eviction.

. RARA will neither erect nor permit the erection of any structure or object, nor permit the growth of any tree, on the Premises above the mean sea level elevation

applicable to the most critical area of the Airport in accordance with Part 77 of the Federal Aviation Regulations (14 C.F.R. Part 77). In the event the aforesaid covenant is breached, City reserves the right to enter upon the Premises and to remove the offending structure or object or cut the offending tree, all of which shall be at the sole expense of RARA.

. This license is subject to any applicable review by the FAA or any federal agency having regulatory authority, to determine satisfactory compliance with federal law, and this Agreement shall be in full force and effect and binding upon both parties pending such review and approval by the FAA or other federal regulatory agency, as applicable; provided, however, that upon such review, all parties hereto agree to modify any of the terms hereof which may be determined to be in violation of or contrary to existing laws, regulations or other requirements. It is anticipated that changes will come from regulatory agencies having jurisdiction over the Airport or City in the form of regulatory changes. City shall provide RARA with copies of all Notices of Proposed Rule Making issued by such agencies that directly affect the Premises; provided however, City's failure to provide said copies shall not be an City default under this Agreement.

. In the event a United States agency shall demand and take over the entire facilities of the Airport, or any portion of the Airport containing any or all of the Premises, for public purposes, then and in that event City, to the extent City has not, in the free exercise of City's discretion, initiated or consented to such taking, shall be released and fully discharged from any and all liability hereunder; provided, however that RARA expressly reserves any and all legal rights, claims and causes of action which it may have against the United States of America or any agency thereof arising out of or resulting from the reclamation of the Premises and the taking of any of RARA's improvements and furniture, fixtures & equipment located thereon.

ARTICLE 14
GENERAL PROVISIONS

. It is understood and agreed that the rights and remedies of City and RARA specified in this Agreement are not intended to be and shall not be exclusive of one another or exclusive of any rights or remedies as may be available at law or in equity to either of the parties hereto, and each party will have the right to pursue any one or all of such rights and remedies.

. All notices required to be given shall be made in writing and addressed to the other party at its address set forth below (or to such other address that the receiving party may designate from time to time in accordance with this Section). All notices required to be given shall be by personal delivery, nationally recognized overnight courier (with all fees prepaid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the notice has complied with the requirements of this Section.

If to the City: City of Roswell
425 N Richardson
Roswell, New Mexico 88201

Attention: [TITLE]

Email: [EMAIL]

If to RARA:

Reno Air Racing Association, Inc.
5301 Longley Lane
Suite D153/154
Reno, Nevada 89511
Attention: CEO/President

Email: [EMAIL]

Either party may change its address, email, or facsimile number for notices and other communications hereunder by notice to the other party.

. No individual who is an officer, director, executive, agent or employee of the City or RARA shall be charged or held contractually liable by or to the other party under the provisions of or in connection with this Agreement, because of any breach hereof or because of its or their execution or attempted execution hereof.

. This Agreement and all the provisions hereof will be subject to whatever right the United States Government now has, or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States Government during time of war or national emergency.

. If any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either City or RARA in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

. Except as specifically set out in this Agreement, the terms and provisions of this Agreement shall in no way affect or impair the terms, obligations or conditions of any other agreement between RARA and City.

. This Agreement, its interpretation and performance, the relationship between the parties, and any disputes arising from or relating to any of the foregoing, shall be governed, construed, interpreted, and regulated under the laws of New Mexico, without regard to principles of conflict of laws.

. The following rules of interpretation apply to this Agreement: (i) the definitions apply equally to the singular and plural forms of the terms defined; (ii) the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation;” (iii) the word “will” shall be construed to have the same meaning and effect as the word “shall;” (iv) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision of this Agreement; and (v) all references to “days” means calendar days unless specifically modified to be “business” days, and all references to “years” means calendar years.

. The parties each hereby irrevocably agree that any legal action or other proceeding relating to this Agreement which may be brought by one party against the other party in a court of law shall be commenced and prosecuted in the Fifth Judicial District in Chaves County, New Mexico, and each party further irrevocably consents to the jurisdiction of such courts, which shall be the exclusive and only proper forum for adjudicating such a claim.

. The headings in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

. Failure of either party to complain of any act or omission on the part of the other party shall not be deemed a waiver by the noncomplaining party of any of its rights under this Agreement. No waiver by either party at any time, express or implied, of any breach of any provisions of this Agreement shall be a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision.

. The relationship created by this Agreement is one of licensor and licensee, and **not** one of landlord and tenant, principal and agent, partners, joint ventures, owner and contractor, or any other similar relationship, and the City and RARA agree that nothing in this Agreement shall be construed by either of them as creating such a relationship. It is the intention of the parties that this Agreement is solely for the purpose of allowing RARA the use of certain designated facilities of the Airport for the purpose of staging, operating and conducting the Event, and related activities necessary and incidental thereto. For all purposes of this Agreement, RARA is and shall be deemed to be, with respect to the City, an independent party responsible for its own actions, obligations, duties and responsibilities.

. This Agreement shall be binding upon and inure to the benefit of the City and RARA, and their respective successors and assigns.

. This Agreement is intended solely for the benefit of the City and RARA. No right of any alleged third-party beneficiary, whether express or implied, is created hereby, nor shall any third party claim hereunder against the City or RARA.

. Each individual signing this instrument, for or on behalf of a legal entity party hereto, represents, warrants, assures and guarantees to each other such individual, and to each other such legal entity, that he or she is duly authorized and has legal power and/or authority so to sign.

. This Agreement, together with all exhibits attached hereto, and any document incorporated herein by reference, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all other representations or statements heretofore made, verbal or written, are merged herein.

. This Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

[*remainder of page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date and year first written above.

RARA:	**CITY:**
RENO AIR RACING ASSOCIATION, INC., a Nevada non-profit corporation	**CITY OF ROSWELL**, a municipal corporation and political subdivision of the State of New Mexico
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

Legal Committee
Meeting Date: 01/30/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Ordinance 25-XX: consider recommendation to authorize to advertise for a public hearing to consider adopting proposed Ordinance 25-XX amending the Municipal Campaign Finance Code. (Councilor Heldenbrand)

BACKGROUND:
Initiated by: Councilor Heldenbrand

The City amended its campaign finance code in 2023 to provide for greater transparency. Following the election, upon review, minor amendments appear prudent to clarify who is a candidate and who is subject to finance reporting.

FINANCIAL CONSIDERATION:
The proposed Ordinance creates no financial obligations for the City.

LEGAL REVIEW:
Drafted by the City Attorney.

BOARD AND COMMITTEE ACTION:
The Legal Committee will be first to consider this item.

STAFF RECOMMENDATION:
Ordinance 25-XX: consider recommendation to authorize to advertise for a public hearing to consider adopting proposed Ordinance 25-XX amending the Municipal Campaign Finance Code.

Attachments
Draft Campaign Ordinance

ORDINANCE 25-XX

AN ORDINANCE AMENDING THE MUNICIPAL CAMPAIGN FINANCE CODE

WHEREAS, the City of Roswell opted into the Local Election Act through Ordinance 23 -01, *and*

WHEREAS, following the first election under the Local Election Act Governing Body seeks to update the City of Roswell's Election Code for greater clarity and transparency, *and*

WHEREAS, the City of Roswell and Governing Body find it desirable and beneficial to provide for greater transparency, simplicity, and more regular reporting of campaign donations.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:
SECTION 1 Chapter 12 of the Roswell Code is amended as follows

Chapter 12 ELECTIONS
ARTICLE I. IN GENERAL

Sec. 12-3. Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Candidate means an individual who has filed to run for the position of mayor, councilor, or municipal judge at a regular or special election of the city or any individual who has or who's political committee (i.e. campaign committee) has received $500.00 or more in contributions or has expended $500.00 or more to advance his election

Contribution means a gift, subscription, loan, advance or deposit of any money or other thing of value which is made for the primary purpose of supporting or opposing a candidate or ballot item for elective office. This does not include the value of a volunteer's time provided without compensation or unreimbursed personal expenses, such as vehicle use or meals, of individuals who volunteer a portion or all of their time on behalf of a candidate.

Election means any regular or special municipal election in which a City of Roswell candidate for mayor, councilor, municipal judge, or ballot item are on the ballot.

Expenditure means a payment, transfer, or distribution, or obligation or promise to pay, transfer or distribute any money or other thing of value for the purpose of influencing the outcome of an election of a candidate or Roswell ballot item, but does not include the candidate's or his immediate family's personal expenses such as vehicle use or meals.

Political committee means every two or more persons who are selected, appointed, chosen or associated for the purpose of, wholly or in part, supporting or opposing a candidate or ballot item at any election., This includes political committees, campaign committees, or similar organizations composed of employees or members of any corporation, labor organization, trade or professional association or any other similar group which raises, collects, expends or contributes money or any other thing of value for the purpose of supporting or opposing a candidate in a municipal election. Political committees that expend less than $200.00 are not subject to the requirements herein.

Reporting individual means every candidate, every treasurer of every political committee or treasurer of every general purpose political committee whose purpose is to aid the candidate in the campaign for municipal office.

Sec. 12-4. Applicability

This division applies to any contributions, expenditures, person(s), or committees that intentionally encourages adoption or defeat of any municipal candidate or ballot item submitted to the voters of the city. This division does not apply to issue-only expenditures or contributions.

Sec. 12-5. Paid Political Advertising

No candidate, individual, or political committee shall pay all or any part of the cost of any political ad endorsing or opposing a candidate or ballot item for an election without disclosing such sponsorship in the ad.

SECTION 2. 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 3. 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 4. 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