



LEGAL COMMITTEE MEETING AGENDA
Thursday, OCTOBER 23, 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: Chris 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

1. Approval of Minutes August 21, 2025 (pg. 4)
2. Approval of Minutes September 25, 2025 (pg. 10)

NON-ACTION ITEMS

3. Legal Department Communications September/ October (pg. 16)
4. Community Development (pg. 19)
5. Department Report - City Clerk (pg. 22)
6. HR Monthly Report (pg. 25)
7. Safety Department Report (pg. 58)
8. Discuss proposed IRB for Solar Development. (Journel/Yntema) (pg. 60)

REGULAR ITEMS

9. Ordinance 25-XX: consider recommendation to authorize to advertise for a public hearing Ordinance 25-XX: An Ordinance for the sale of Real Property. (Todd Verciglio) (pg. 62)
10. Resolution 25-XX: consider recommending adoption of Resolution 25-XX shall require the removal or demolition of two (2) dilapidated structures. (Toby Franco) (pg. 130)
11. Consider approval of award for ITB-25-009: Roswell Air Center Taxiway C Rehabilitation Project to Constructors, Inc. in the amount of \$562,347.38 (including GRT. (Bobbi Thompson) (pg. 137)
12. Requesting Approval to advertise RFP 26-002 for Design Professional Services for Flood-related projects (DR-4843NM). (Mac Rogers) (pg. 141)
13. Consider recommending approval of a lease agreement with First National Tower, Ltd for property located at 400 N. Pennsylvania Avenue, Roswell, NM 88201, inclusive of a ratification for November 1-30, 2025. (Caroline Brooks) (pg. 149)

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 25-28.

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: 10/20/2025

TO ATTEND THE LEGAL COMMITTEE MEETING BY GO-TO-MEETING

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: 10/23/2025

COMMITTEE: Legal

CHAIR:

CONTACT: Hessel Yntema

Summary:

Approval of Minutes August 21, 2025

Attachments

Draft Legal Committee Minutes 8.21.25

**Regular Meeting of the Legal Committee
Held in the Roswell City Hall
Thursday, August 21, 2025**

Notice of this meeting was given to the public in compliance with NMSA 1978 §10-15-1 through 4 and Resolution 25-28.

ROLL CALL

The meeting convened at 2:00 p.m. with Chair Heldenbrand presiding, Vice Chair Cortez, Councilor Corn, Councilor Oropesa and Councilor Marrujo present.

Staff: Hess Yntema, Josh Nairn-Mahan, Mike Mathews, Chad Cole, Vicky Eaton, Clint Caldwell, Toni Gomez, Tim Jennings, Debbie Reyer, Abraham Chaparro, Naomi Steward, Andrew Valadez, Merideth Hildreth, Bobbi Thompson, Jessica Vickers, Todd Verciglio, Toby Franco, Angela Garcia, Amalia Martinez, Jordon Isley, and Jared Olive.

Guest present: Rita Kane-Doerhoefer, Julius Smith, and Emily Valencia

Public present via GoToMeeting: Zach Scott, Stacey Hayes, Lilliy, Isabel Zarrow, Cody Anderson, 13guests.

APPROVAL OF AGENDA

Councilor Corn moved to approve the August 21, 2025, Legal Committee meeting agenda. Vice Chair Cortez was the second. A voice vote was 5-0, and the motion passed.

APPROVAL OF MINUTES

Vice Chair Cortez moved to approve the Legal Committee meeting minutes as presented from June 26, 2025. Councilor Oropesa was the second. A voice vote was 5-0, and the motion passed.

NON-ACTION ITEMS

2. Community Development Department Report- Numbers from July 2025 were presented by Jessica Vickers, Business Licenses issued were a total of 166, with 98 going to renewed licenses, 36 new licenses and 32 temporary Permits. 59 permits issued for the month of July. The case filed in the Municipal Court is: Sonia Fresquez for 16-4 (D) Overgrown Property; 16-36 Violation: Nuisance: Exceptions (Storage or Abandoned, Wrecked, Dismantled or Inoperative Motor Veh); Judgement & Sentence filed on July 31, 2025.

3. City Clerk Department Monthly Report- Update on monthly activities by the department. NextRequest for June 19, 2025 to August 19, 2025 reported 71 city clerk, 11 PVRCC (Chaves County Sherriff's Office), 360 Roswell Police Department.
4. Safety Department Monthly Report-Number for June & July 2025 was presented by Shelly Bell showing a total of 23 incidents and 15 of them were due to 3rd party in June; a total of 18 incidents and 5 of them were due to 3rd party in July.
5. HR Monthly Report presented by Clint Caldwell, reported 13 new employees, 9 promotions, and 23 exits. Turnover rate for the month of March is 3.6% and for the year and a vacancy rate of 19.2%. Payroll count for July 25, 2025 through August 7, 2025 was 642 total employees.
6. Discussion of the Zoning Ordinance presented by Merideth Hildreth; need to build a strategy, hire a consulting firm with an RFP to get the changes done in a year or two. The Zoning Ordinance needs to be amended before the Master Plan is completed. Strategy should include Grants searched, Research of other cities and an estimate of the potential cost.

REGULAR ITEMS

7. **Approval to enter into contract with OpenGov for Budgeting Grants Management Software. This procurement will be through the Sourcewell contract 060624.** This item was presented by Toni Gomez.

The City of Roswell currently utilizes ClearGov for budgeting functions. After review, staff recommends transitioning to OpenGov, a comprehensive budgeting and grants management software. OpenGov offers enhanced transparency, daily updates with actuals, and robust reporting features that better align with the City's commitment to financial accountability and accessibility. The transition from ClearGov to OpenGov will improve efficiency in budget development, monitoring, and grant administration while providing clearer information to elected officials, staff, and the public.

Councilor Corn moved to approve to enter into a contract with OpenGov for Budgeting Grants Management Software to the Finance Committee. Councilor Marrujo was the second. A voice vote was taken 5-0 and the motion was passed.

For the record: Vice Chair Cortez stepped out at 3:03 p.m.

For the record: Vice Chair Cortez returned 3:07 p.m.

8. **Resolution 25-XX: consider recommending adoption of Resolution 25-XX shall require the removal or demolition of eight (8) dilapidated structures.** This item was presented by Toby Franco.

These structures constitute a public nuisance harmful to the public health, safety and general welfare.

Councilor Marrujo moved to consider recommending adoption of Resolution 25-XX shall require the removal or demolition of eight (8) dilapidated structures to City Council for the Consent Agenda. Councilor Oropesa was the second. A voice vote was taken 5-0 and the motion was passed.

For the record: Chair Heldenbrand stepped out at 3:12 p.m.

For the record: Chair Heldenbrand returned 3:14 p.m.

Item Number 9 was moved after number 13

10. **Ordinance 25-XX: consider recommendation to authorize to advertise for a public hearing to consider adopting proposed Ordinance 25-XX An Ordinance Amending Chapter 2 the Roswell City Code Regarding City Auditor Appointment.** This item was presented by Vice Chair Cortez.

This amendment clarifies that the City Auditor position provided for in Chapter 2 of the City Code maybe an individual or firm that is contracted by the City, and not just an employee.

Councilor Corn moved to amend on page 2 line 6 “to the governing body through the Audit Committee, comprised of the Treasurer and the chairs of the Finance, Legal, Public Safety and Infrastructure Committees. The Treasurer shall chair the Audit Committee. Any action requested shall be referred to the appropriate standing government body committee. All reports of the Internal City Auditor shall be available upon request to any governing body member. (a) Duties: The Internal City Auditor shall provide financial, performance, and compliance services as provided under generally Accepted Government Auditing Standards (the Yellow Book). Further duties shall be prescribed by contract. (b) Qualifications: The Internal City Auditor shall at minimum be a licensed CPA in New Mexico, and have no less than 3 years’ experience in government auditing or internal auditing”. Councilor Oropesa was the second. A voice vote was taken 5-0 and the motion was passed.

Councilor Corn moved Ordinance 25-XX: consider recommendation to authorize to advertise for a public hearing to consider adopting proposed Ordinance 25-XX

An Ordinance Amending Chapter 2 the Roswell City Code Regarding City Auditor Appointment as amended to Special City Council meeting. Vice Chair Cortez was the second. A voice vote was taken 5-0 and the motion was passed.

11. **Consider recommending approval to enter into a professional services contract with True Business Solutions, LLC., to provide internal audit services for the City of Roswell.** This item was presented by Chad Cole.

The City of Roswell is seeking to engage a qualified firm to perform internal auditing services to strengthen internal controls, enhance compliance, and support transparency in municipal operations.

Councilor Corn moved to consider recommending approval to enter into a professional services contract with True Business Solutions, LLC, to provide internal audit services for the City of Roswell to be tabled for the following month's legal committee meeting. Councilor Marrujo was the second. A voice vote was taken 5-0 and the motion was passed.

12. **Considering recommending approval of the Commercial Operation Application for use at the Roswell Air Center.** This item was presented by Bobbi Thompson.

The Air Center currently has individuals/companies working on-site who do not have any contracts. This document provides legal and insurance protections from those individuals to the city.

Vice Chair Cortez moved to consider recommending approval of the Commercial Operation Application for use at the Roswell Air Center to be sent to City Council for the Consent Agenda. Councilor Marrujo was the second. A voice vote was taken 5-0 and the motion was passed.

13. **Consider recommending approval of award of ITB-26-002 Custom Welding & Fabrication Services as a multi-source award.** This item was presented by Abraham Chaparro.

The City posted ITB-26-002 Custom Welding & Fabrication Services on August 6, 2025, bids were received on August 18, 2025.

Councilor Corn moved to consider recommending approval of award of ITB-26-002 Custom Welding & Fabrication Services as a multi-source award to Finance Committee. Councilor Oropesa was the second. A voice vote was taken 5-0 and the motion was passed.

CLOSED SESSION

Convened at 4:05 p.m.

Hold a closed session pursuant to NMSA 1978 §10-15-1H (7)(8), to discuss attorney client privilege pertaining to litigation threatening or pending against the City. Hess Yntema presented the item.

Returned to regular meeting at 4:32 p.m.

9. **Discussion and recommendation of approval of a Lease Agreement with P.T. Production, Inc., a New Mexico Corporation, for property located at 400-402-404 West 2nd Street and 106 N. Kentucky, Roswell, NM 88203.** This item was presented by Todd Verciglio.

This request is to consider recommending approval for the City of Roswell to enter into a Lease Agreement with P.T. Productions Inc. The office space is needed to house the 6 departments that make up the Community Development.

Vice Chair Cortez moved discussion and recommendation of approval of a Lease Agreement with P.T. Production, Inc., a New Mexico Corporation, for property located at 400-402-404 West 2nd Street and 106 N. Kentucky, Roswell, NM 88203 to Finance Committee. Councilor Oropesa was the second. A voice vote was taken 5-0 and the motion was passed.

CHAIR COMMENTS, REPORTS, ANNOUNCEMENTS

PUBLIC PARTICIPATION

ADJOURN

4:44 p.m.

Legal Committee

Meeting Date: 10/23/2025

COMMITTEE: Legal

CHAIR: Ed Heldenbrand

CONTACT: Hessel Yntema

Summary:

Approval of Minutes September 25, 2025

Attachments

Draft Legal Committee Minutes 09.25.25

**Regular Meeting of the Legal Committee
Held in the Roswell City Hall
Thursday, September 25, 2025**

Notice of this meeting was given to the public in compliance with NMSA 1978 §10-15-1 through 4 and Resolution 25-28.

ROLL CALL

The meeting convened at 2:00 p.m. with Chair Heldenbrand presiding, Councilor Corn, Councilor Oropesa and Councilor Marrujo present and Vice Chair Cortez being absent.

Staff: Hess Yntema, Josh Nairn-Mahan, Mike Mathews, Chad Cole, Vicky Eaton, Toni Gomez, Michelle Sanchez, Jessica Vickers, Toby Franco, Angela Garcia, Amalia Martinez, Shelly Bell, James MacCornack, Timothy Vandebout, Councilor Arnold, and Councilor Cavin.

Guest present: Rita Kane-Doerhoefer, Julius Smith, Emily Valencia, Terry Haber and Willis Scharmer.

Public present via GoToMeeting: Zach Scott, Stacey Hayes, Lilliy, Cody Anderson, Emily Valencia, Melissa Garcia 9 guests.

APPROVAL OF AGENDA

Councilor Oropesa moved to approve the September 25, 2025, Legal Committee meeting agenda. Councilor Corn was the second. A voice vote was 4-0, and the motion passed with Vice Chair Cortez being absent.

NON-ACTION ITEMS

1. Community Development Department Report- Numbers from August 2025 were presented by Jessica Vickers, Business License issued were a total of 130, with 66 going to renewed license, 44 new license and 16 temporary Permits. 55 permits issued for the month of August.
2. Safety Department Monthly Report-Number for August 2025 was presented by Shelly Bell showing a total of 30 incidents and 16 of them were due to 3rd party in.
3. HR Monthly Report presented by Clint Caldwell, reported 17 new employees, 10 promotions, and 14 exits. Turnover rate for the month of March is 2.2% and for the year and a vacancy rate of 21.54%. Payroll count for August 22, 2025 through September 4, 2025 was 636 total employees.

4. City Clerk Department Monthly Report- Update on monthly activities by the department. NextRequest for August 19, 2025 to September 19, 2025 reported 43 city clerk, 5 PVRCC (Chaves County Sherriff's Office), 235 Roswell Police Department. IPRA training will be on 10/16/25.

REGULAR ITEMS

5. **Ordinance 25-XX: consider recommendation to authorize to advertise for a public hearing to consider adopting proposed Ordinance 25-XX An Ordinance Amending Chapter 11 of the Roswell City Code Regarding Flood Damage Protection.** This item was presented by James MacCornack.

City of Roswell had a Community Assistance Visit from FEMA personnel. During this visit, required updates were identified to the City Flood Damage Prevention Ordinance to enable the City to remain compliant with National Flood Insurance Program regulations. The proposed changes are directly from language in the Code of Federal Regulations Title 44 and FEMA guidance documents. Proposed changes will not affect current process or procedures in flood plain administration.

Councilor Marrujo moved to consider recommendation to authorize to advertise for a public hearing to consider adopting proposed Ordinance 25-XX An Ordinance Amending Chapter 11 of the Roswell City Code Regarding Flood Damage Protection to the City Council for Consent Agenda. Councilor Oropesa was the second. A voice vote was taken 4-0 and the motion was passed with Vice Chair Cortez being absent.

6. **Resolution 25-XX: consider recommending adoption of Resolution 25-XX shall require the removal or demolition of one (1) dilapidated structure.** This item was presented by Toby Franco.

These structures constitute a public nuisance harmful to the public health, safety and general welfare.

Councilor Corn moved to consider recommending adoption of Resolution 25-XX shall require the removal or demolition of one (1) dilapidated structure to City Council for the Consent Agenda. Councilor Marrujo was the second. A voice vote was taken 4-0 and the motion was passed with Vice Chair Cortez being absent.

7. **ITB: Consider recommending approval of ITB-25-012 Golf Merchandise as a multi-source award to Acushnet Company and BSN Sports, LLC.** This item was presented by Timothy Vandenbout.

The City issued ITB-25-012 for the supply of golf merchandise for resale at the Nancy Lopez Golf Course at Spring River Pro Shop. Bids were opened August 12,

2025. Two bids were received: BSN Sports, LLC offered a flat 10% discount off MSRP for golf balls, clubs, bags, gloves, and other merchandise. Acuschnet Company, LLC submitted wholesale pricing sheets across all categories including golf balls, clubs, bags, gloves, apparel, footwear, and accessories (Titleist, FootJoy, and Scotty Cameron brands). Discounts ranged from approximately 25% to 50% below MSRP. Awarding to both vendors will allow the Golf Course Pro Shop to maintain flexibility in sourcing and ensure a continuous supply of merchandise for its customers, while providing a variety of brands and competitive pricing.

Councilor Oropesa moved to consider recommending approval of ITB-25-012 Golf Merchandise as a multi-source award to Acushnet Company and BSN Sports, LLC to City Council for consent agenda. Councilor Marrujo was the second. A voice vote was taken 4-0 and the motion was passed with Vice Chair Cortez being absent.

8. **Consider recommending approval to enter into a professional services contract with True Business Solutions, LLC., to provide internal audit services for the City of Roswell.** This item was presented by Toni Gomez.

The City of Roswell is seeking to engage a qualified firm to perform internal auditing services to strengthen internal controls, enhance compliance, and support transparency in municipal operations.

Chair Heldenbrand suggested on page one, paragraph one line four of the Agreement to not read as “with principal place of business at P.O. Box 1066, Roswell, NM 88202-1066”. Hess commented that he would think of different wording. City Clerk changed the wording to “with the mailing address of record at P.O. Box 1066, Roswell, NM 88202-1066”.

Councilor Corn moved to consider recommending approval to enter into a professional services contract with True Business Solutions, LLC, to provide internal audit services for the City of Roswell to City Council for Consent Agenda. Councilor Oropesa was the second. A voice vote was taken 4-0 and the motion was passed with Vice Chair Cortez being absent.

No motion was made for amendments.

9. **Consider recommending approval for Cavu Aerospace, Inc., to enter a 10-year lease beginning October 1, 2025, and ending September 30, 2035, for Hangar No. 84 at the Roswell Air Center.** This item was presented by Michelle Sanchez.

Cavu Aerospace, Inc., request to enter into a 10-year lease for Hangar No. 84, consisting of 43,622 square feet, more or less, located at the Roswell Air Center, commencing October 1, 2025, and ending September 30, 2035.

Councilor Marrujo moved to consider recommending approval Cavu Aerospace, Inc., to enter a 10-year lease beginning October 1, 2025, and ending September 30, 2035, for Hangar No. 84 at the Roswell Air Center to be sent to City Council for the Consent Agenda. Councilor Oropesa was the second. A voice vote was taken 4-0 and the motion was passed with Vice Chair Cortez being absent.

10. **Consider recommending approval of Bravo-3 Holdings, LLC to enter into a 5-year lease beginning August 1, 2025, and ending July 31, 2030, for Bunker No. 1143 at the Roswell Air Center.** This item was presented by Michelle Sanchez.

Bravo-3 Holdings, LLC requests to enter into a 5-year lease for Bunker No. 1143, consisting of 2,147 square feet, more or less, located at the Roswell Air Center

Councilor Oropesa moved to consider recommending approval of od Bravo-3 Holdings, LLC to enter into a 5-year lease beginning August 1, 2025, and ending July 31, 2030, for Bunker No. 1143 at the Roswell Air Center to City Council for Consent Agenda. Councilor Marrujo was the second. A voice vote was taken 4-0 and the motion was passed with Vice Chair Cortez being absent.

11. **Consider recommending approval for New Mexico Historical Air Museum to enter into a 3-year lease beginning October 1, 2025, and ending September 30, 2028, for AOA Land Parcel at the Roswell Air Center.** This item was presented by Michelle Sanchez.

New Mexico Historical Air Museum requests to enter into a 3-year lease for AOA land Parcel consisting of 166,037 square feet, more or less, located at the Roswell Air Center Commencing on October 1, 2025, and ending September 30, 2028.

Councilor Corn moved to consider recommending approval for New Mexico Historical Air Museum to enter into a 3-year lease beginning October 1, 2025, and ending September 30, 2028, for AOA Land Parcel at the Roswell Air Center to City Council as a regular item. Councilor Marrujo was the second. A voice vote was taken 4-0 and the motion was passed with Vice Chair Cortez being absent.

12. **Consider recommending approval for a lease amendment for FEMA to enter into a 1-year lease beginning August 10, 2025 and ending July 31, 2026, at the Roswell Air Center.** This item was presented by Michelle Sanchez.

FEMA is requesting a lease amendment for building 611, consisting of 18,784 square feet, more or less, for emergency response administration and logistical operations. The lease term is 12 months with a 3-month firm commitment.

Councilor Corn moved to consider recommending approval for a lease amendment for FEMA to enter into a 1-year lease beginning August 10, 2025, and ending July 31, 2026, at the Roswell Air Center to City Council for Consent Agenda. Councilor Marujo was the second. A voice vote was taken 4-0 and the motion was passed with Vice Chair Cortez being absent.

CHAIR COMMENTS, REPORTS, ANNOUNCEMENTS

PUBLIC PARTICIPATION

ADJOURN

3:00 p.m.

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 3.

Legal Committee

Meeting Date: 10/23/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

DEPARTMENT NAME:

Legal Department Communications September/ October

Attachments

Leases

Tort Claims-Settlements

TCN-Tracker

COMMUNICATION

October 23, 2025

From Hess Yntema, City Attorney

To: Regular Meeting City of Roswell Council

RE: Administratively Executed Leases- September/ October

Mayor Pro Tem and members of the Council,

I. Leases

Below please find a description of all the leases entered into administratively pursuant to §2-205 of the Roswell City Code. All leases are for a period of one year or less and at a value less than \$20,000.00 per year.

This lease is consistent with Local and State law, ROW rate structures, an FAA's self-sustaining principle and other applicable FAA rules and regulations. All leases are available for inspect at ROW, the City attorney's office, or electronically. As with all but two airport buildings, these buildings have not been appraised in the past 10 years.

1. Thomas Marden- Term effective on October 1, 2025 for 1 year and shall terminate on September 30, 2026; Rent \$2,937.50, payable in 12 monthly installments of \$244.00.
2. Larry Parker- Term effective on October 1, 2025 for one year and shall terminate on September 30, 2026; Rent \$2,737.28, payable in 12 monthly installments of \$228.10 for the first year of the lease.
3. AV Flight Property Use- Term, 1-month effective October 1, 2025, with two (2) 1-month renewals; Rent \$6,000.00 flat fee.

COMMUNICATION

October 23, 2024

From Hess Yntema, City Attorney

To: Legal Committee Meeting

RE: Administratively Executed Settlements- September/ October 2025

Mayor Pro Tem and members of the Council,

I. Settlements;

Below please find the administrative settlements that were made under the authority granted in the Roswell Code Chapter 2, Art. 4. §2-85 (f).

1. Arturo Rivera, 1609 S. Cahoon, Roswell, NM; Water Maintenance: Services were turned on and flooded the home; Settled on 10/07/25 in the amount of \$8,000.00.
2. Irvin Rangel, Springfield XDS 3.3 Single Stack 45ACP Tactical Gray Carry Conceal Pistol; Roswell Police Department, RPD had firearm as evidence of a case in 2023 and when claimant received the firearm it had rust; Claim is still pending investigation.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 4.

Legal Committee

Meeting Date: 10/23/2025

COMMITTEE: Legal

CONTACT: N/A

CHAIR: N/A

DEPARTMENT NAME:

Community Development

Attachments

CDC Monthly September 2025

CITY OF ROSWELL
COMMUNITY DEVELOPMENT CENTER
Month: September 2025

CODE ENFORCEMENT	This Month	This Month 2024	YTD*	2024 YTD*
Notices Mailed	832	619	2,602	2,325
Voluntary Compliance	525	274	1,379	1,160
No. of Cases Filed in Municipal Court	26	23	68	54
No. Cases Dismissed by Officer	10	1	23	7
Resolution	45	9	153	32
Weeds	623	358	2,053	1,279
Inoperable Vehicles	32	48	56	215
Litter	46	53	98	213
Unsanitary Premises	51	50	131	235
Signs	20	12	74	54
Zoning	5	0	12	0
Obstructions	9	11	37	50
Public Nuisances	46	87	141	279
Garage Sales No permit	0	0	0	0

BUSINESS LICENSES	This Month	This Month 2024	YTD*	2024 YTD*
Total Licenses Issued	191	129	357	436
Renewed Licenses	116	91	214	320
New Licenses	39	18	75	79
Temporary Permits Issued	36	20	68	37
Receipts	\$9,974.00	\$6,290	\$17,951.00	19,685

*Figures calculated to reflect FYTD

BUILDING INSPECTIONS	This Month	Permits Applied This Month 2024 & Fees Collected	Permits Applied YTD*	Permits Applied 2024 YTD*
Residential-New	4	5	7	14
Residential - Other	36	26	113	95
Commercial-New	0	2	2	6
Commercial - Other	15	8	47	24
Total Permits Issued	55	41	169	139
Total Fees Collected	\$21,761.30	\$25,967.30	\$137,311.30	\$92,446.97

PLUMBING/MECH INSPECTIONS	This Month	Permits Applied This Month 2024	Permits Applied YTD*	Permits Applied 2024 YTD*
Plumbing & Mechanical Permits—Residential	45	35	154	119
Plumbing & Mechanical Permits—Commercial	17	10	45	35
Total Permits Issued	62	45	199	154
Total Fees Collected	\$3,593.75	\$2,257.75	\$10,014.75	\$8,209.50

ELECTRICAL INSPECTIONS	This Month	Permits Applied This Month 2024	Permits Applied YTD*	Permits Applied 2024 YTD*
Electric Permits—Residential	27	29	88	86
Electric Permits—Commercial	13	8	36	31
Total Permits Issued	40	37	124	117
Total Fees Collected	\$4,402.50	\$3,725.00	\$13,682.50	\$13,401.80

*Figures calculated to reflect FYTD

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 5.

Legal Committee

Meeting Date: 10/23/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

DEPARTMENT NAME:

Department Report - City Clerk

Attachments

Monthly Report - Clerk (October)

October 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 highlight some of the key functions 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 from staff
- Attend City Council meetings 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
 - Roswell Museum BOT
 - Roswell Public Library

City Council: prepare, publish, and distribute meeting agendas, notices, workshops, and special sessions. Proofread and revise abstracts and attachments. Gather data from standing committees. Review and update PowerPoint presentations for the City Council meeting.

<u>Department</u> (September 19, 2025 - October 15, 2025)	<u>New</u>
City Clerk	31
Municipal Court	0
PVRCC (Chaves County Sheriff’s Office)	5
Roswell PD	206

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 6.

Legal Committee

Meeting Date: 10/23/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

DEPARTMENT NAME:

HR Monthly Report

Attachments

Personnel Monthly Changes

HR Monthly Report

Vacancy Report

Employee Turnover Report

OCTOBER 2025 HUMAN RESOURCES MONTHLY REPORT

For September, the City hired 9 new employees, 8 promotions and 14 exits.

Our turnover rate for the month of September is 2.21% and for the year so far is 23.8%.

Our Vacancy Rate is 24.2%.

Payroll count for September 19, 2025 – October 2, 2025 was:

Total WC/ MIL LEAVE/no hours/ no monies employees- 5

Total paid employees -629

Total employees - 634

City of Roswell, NM
Personnel Changes for the Month of
SEPTEMBER 2025

FT = FULL TIME SR = SALARY PT = PART TIME TP = TEMPORARY INT = INTERIM					
NEW HIRE					
	Date	Name	Position	Department	Status
1.	9/5/2025	ALEXIS GARCIA	RECREATION AIDE 1-PART TIME	RECREATION	PT
2.	9/8/2025	FELIX LOPEZ	GROUNDS MAINTENANCE WORKER	CEMETERY	FT
3.	9/8/2025	JARRETH ORTIZ	SANITATION WORKER	LANDFILL	FT
4.	9/8/2025	JESUS CHAVIRA	AUTOMATED COLLECTION OPERATOR	SANITATION	FT
5.	9/15/2025	MEGAN ROCK	STEM INSTRUCTOR	LIBRARY	FT
6.	9/15/2025	CALEB PUKANSKY	TRAFFIC SIGNAL TECHNICIAN	SPECIAL ELECTRONICS	FT
7.	9/15/2025	SARIAH PACHECO	LAB TECHNICIAN ASSISTANT	WWTP-CITY LAB	FT
8.	9/22/25	ALICIA MORALES	ADMIN. ASSISTANT SR.	RIAC	FT
9.	9/30/25	LEONARDO SOTO	VEHICLE OPERATOR	TRANSIT	FT
TRANSFERS					
	Date	Name	Position	Department	Status
1.					
PROMOTIONS					
	Date	Name	Position	Department	Status
1.	9/5/25	DAVID MARQUEZ	AUTOMATED COLLECTION OPERATOR	SANITATION	FT
2.	9/5/25	TRACY SHULTZ	RECREATION LEADER SR	RECREATION	FT
3.	9/19/25	CHANTAL LONGWAY	METER READER SUPERVISOR	WATER CUSTOMER SERVICE	FT
4.	9/19/25	OTHILA VAILLETTE	RECREATION LEADER	ADULT CENTER	FT
5.	9/19/25	LACEY EMERSON	LIBRARY ASSISTANT - CIRCULATION	LIBRARY	FT
6.	9/19/25	LUIS MACIAS	ASST AIRPORT CRED SPECIALIST	RIAC	FT
7.	9/19/25	GILBERT BENITEZ	GROUNDS MAINTENANCE WORKER	PARKS	FT
8.	9/19/25	MICHAEL SHANNON	DETECTIVE	POLICE	FT
DEMOTIONS					
	Date	Name	Position	Department	Status
1.					
EXITS					
	Date	Name	Position	Department	Status
1.	9/1/2025	EZEKIEL BURROLA	REC AIDE/ LIFEGUARD-TEMP	RECREATION	TP
2.	9/5/25	JOEL JUAREZ	POLICE OFFICER 3	POLICE	FT
3.	9/11/25	BIANCA FLORES PANIAGUA	DEPUTY COURT CLERK	MUNICIPAL COURT	FT
4.	9/12/25	BRYCE ROACH	FIREFIGHTER RECRUIT	FIRE	FT
5.	9/12/25	JEFFREY ARAGON	SANITATION WORKER SR.	SANITATION	FT
6.	9/15/25	ABRAHAM TOSCANO	FIREFIGHTER RECRUIT	FIRE	FT
7.	9/22/25	BOBBY BARNETT	EQUIPMENT OPERATOR SR	WWTP-SEWER MAINTENANCE	FT
8.	9/22/25	DAUNTE APODACA	FIREFIGHTER RECRUIT	FIRE	FT
9.	9/23/25	RAY PEREZ	EQUIPMENT OPERATOR	WWTP-SEWER MAINTENANCE	FT
10.	9/25/25	CRISTIAN FORD	UTILITIES BILLING CS LEAD	WATER CUSTOMER SERVICE	FT
11.	9/25/25	DELLA ANDAZOLA	ADMIN. ASSISTANT SR.	RIAC	FT
12.	9/26/25	JESSE MORSE	GOLF LABORER TEMP	GOLF	TP
13.	9/27/25	EDUARDO ZAVALA GONZALEZ	W&S MAINTENANCE WORKER II	PUBLIC WORKS	FT
14.	9/29/25	BENITO SANCHEZ	EQUIPMENT OPERATOR WWTP	WWTP-SEWER MAINTENANCE	FT
RETIREMENT					
	Date	Name	Position	Department	Status
1.					

Employee Turnover



Period Start Date: 9/19/2025
Period End Date: 10/2/2025

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
Location: 4011 ELECTED OFFICIALS					
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	1	1	0	0.00%
1005	CITY COUNCILOR WARD 3	2	2	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					
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					
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					
1022	DEPUTY COURT CLERK	3	3	0	0.00%
1023	MUNICIPAL 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					
1028	ACCOUNTING TECHNICIAN II	2	2	0	0.00%
1030	ACCOUNTANT	1	1	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%
1275	PAYROLL ASSISTANT	1	1	0	0.00%

Employee Turnover



Period Start Date: 9/19/2025
Period End Date: 10/2/2025

1296	GRANT/PROJECT COORDINATOR	1	1	0	0.00%
1312	SENIOR ACCOUNTANT	1	1	0	0.00%
1409	ACCOUNTS RECEIVABLE	1	1	0	0.00%
1476	ASSISTANT FINANCE DIRECTOR	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 **9** **9** **0** **0.00%**

1038	HR ADMINISTRATIVE ASSISTANT SR	1	1	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%
1465	HR/SAFETY GENERALIST	1	1	0	0.00%

Location: 4071 FACILITIES MAINTENANCE **12** **12** **0** **0.00%**

1043	CUSTODIAN	1	1	0	0.00%
1045	FACILITIES MAINT. SPECIALIST	4	4	0	0.00%
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	0	0.00%
1379	FAC. MAINTENANCE HVAC SPEC SR.	1	1	0	0.00%
1440	FACILITIES MAINT. LABORER	2	2	0	0.00%
1445	FAC. MAINT. LOCKSMITH TECH	1	1	0	0.00%

Location: 4074 FLEET MAINTENANCE **1** **1** **0** **0.00%**

1340	VEHICLE MAINTENANCE SUPERVISOR	1	1	0	0.00%
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Location: 4111 POLICE DEPARTMENT **111** **110** **0** **0.00%**

1043	CUSTODIAN	1	1	0	0.00%
1049	OFFICE ASSISTANT POLICE	6	6	0	0.00%
1050	ADMIN. ASSISTANT SR. POLICE	2	2	0	0.00%

M.Shannon promoted
Detective

Employee Turnover



Period Start Date: 9/19/2025
Period End Date: 10/2/2025

1053	POLICE SERV AIDE CAREER PATH	4	4	0	0.00%
1054	POLICE RECRUIT	6	6	0	0.00%
1055	POLICE OFFICER 1	18	18	0	0.00%
1056	POLICE OFFICER 2	19	19	0	0.00%
1057	POLICE OFFICER 3	6	5	0	0.00%
1058	POLICE SERGEANT	13	13	0	0.00%
1059	POLICE LIEUTENANT	4	4	0	0.00%
1060	POLICE CAPTAIN	2	2	0	0.00%
1061	DETECTIVE	12	12	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	2	2	0	0.00%
1066	TSU CRIME SCENE TECHNICIAN	5	5	0	0.00%
1067	ADMIN. ASSISTANT POLICE	5	5	0	0.00%
1473	REALTIME CRIME CENTER OPERATOR	2	2	0	0.00%
Location: 4121 FIRE DEPARTMENT		91	90	2	2.22%
1068	ADMIN. ASSISTANT SR. FIRE	1	1	0	0.00%
1070	FIREFIGHTER RECRUIT	9	9	1	11.76%

D.Apodaca

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4740 APODACA, DAUNTE					
		1070107	FIREFIGHTER RECRUIT	6/27/2025	9/22/2025
1071	FIREFIGHTER 1	17		17	0
1072	FIREFIGHTER 2	2		2	0
1073	FIREFIGHTER 3	1		1	0
1074	FIRE APPARATUS OPERATOR 1	10		10	0
1075	FIRE APPARATUS OPERATOR 2	12		12	0
1076	FIRE APPARATUS OPERATOR 3	2		2	0
1077	FIRE LIEUTENANT 1	5		5	0
1078	FIRE LIEUTENANT 2	10		10	0
1079	FIRE LIEUTENANT 3	9		8	1

Employee #	Name	Position Code	Description	Hire Date	Termination Date
615 WRIGHT, KYLE					
		1079107	FIRE LIEUTENANT 3	8/27/2010	10/1/2025
1080	BATTALION CHIEF	3		3	0

Employee Turnover



Period Start Date: 9/19/2025

Period End Date: 10/2/2025

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%
1308	DIVISION CHIEF - EMS	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					
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	1	0	0.00%
1344	CUSTOMER SERVICE SPECIALIST	1	1	0	0.00%
Location: 4135 ENGINEERING					
1158	CONSTRUCTION INSPECTOR	1	1	0	0.00%
1159	CONSTRUCTION INSPECTOR SR.	2	2	0	0.00%
1160	ENGINEERING TECHNICIAN	2	2	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%
Location: 4151 CODE ENFORCEMENT					
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%
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					
		13	13	0	0.00%

Employee Turnover



Period Start Date: 9/19/2025
Period End Date: 10/2/2025

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	5	5	0	0.00%
1448	ANIMAL SERVICES MANAGER	1	1	0	0.00%
Location: 4181 C.E.P.					
1099	DEPT MGR EMERGENCY MGMT	1	1	0	0.00%
Location: 4192 COMMUNITY ENHANCEMENT					
1100	COMMUNITY IMPROVEMENT TECH.	1	1	0	0.00%
Location: 4211 LIBRARY					
1101	ADMIN. ASSISTANT LIBRARY	1	1	0	0.00%
1103	LIBRARY PAGE SENIOR	3	3	0	0.00%
1104	TECHNICAL SERVICE ASSISTANT	1	1	0	0.00%
1105	LIBRARY ASSISTANT- CIRCULATION	2	2	0	0.00%
1107	REFERENCE ASSISTANT	1	1	0	0.00%
1109	LIBRARY CATALOGER	1	1	0	0.00%
1112	DEPARTMENT DIRECTOR LIBRARY	1	1	0	0.00%
1267	INTER LIBRARY L & R LIBRARIAN	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	6	6	0	0.00%
1441	STEM INSTRUCTOR	1	1	0	0.00%
1474	HEAD OF CIRCULATION	1	1	0	0.00%
Location: 4221 MUSEUM					
1116	MUSEUM STORE SUPERVISOR	1	1	0	0.00%
1117	GUEST SERVICES ASSOCIATE	1	1	0	0.00%
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%

Employee Turnover



Period Start Date: 9/19/2025
Period End Date: 10/2/2025

1392	MUSEUM STORE CLERK PT	1	1	0	0.00%
Location: 4231 PARKS					
1043	CUSTODIAN	34	34	0	0.00%
1126	ADMIN. ASSISTANT SR. PARKS	1	1	0	0.00%
1127	LABORER PARKS	11	11	0	0.00%
1128	GROUNDS MAINT WORKER PARKS	10	10	0	0.00%
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 LABORER TEMP	3	3	0	0.00%
Location: 4232 ZOO					
1133	LABORER ZOO	7	6	1	14.29%
1134	ZOO KEEPER	1	1	0	0.00%
1135	GROUNDS MAINTENANCE WORKER ZOO	2	2	0	0.00%
1439	LEAD ZOO KEEPER	1	1	0	0.00%
1456	ZOO SUPERVISOR	1	1	0	0.00%
1468	GROUNDS MAINT ZOO LEAD	1	0	1	100.00%

C.Cockrum
Terminated

Employee #	Name	Position Code	Description	Hire Date	Termination Date
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4743 [COCKRUM, CHRISTOPHER](#)

added back
J.Morse

Location: 4233 GOLF					
1139	GROUNDS MAINT. WORKER GOLF	17	17	1	6.06%
1141	SUPERVISOR GOLF	4	4	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	3	3	0	0.00%
1365	BEVERAGE CART ATTENDANT	1	1	0	0.00%
1431	GOLF SHOP LEAD SR ATTENDANT	1	1	0	0.00%
1475	GOLF LABORER TEMP	1	1	1	200.00%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
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4747 [MORSE, JESSE](#)

1475101 GOLF LABORER TEMP

7/23/2025 9/26/2025

Employee Turnover

Period Start Date: 9/19/2025
Period End Date: 10/2/2025

Location: 4241 RECREATION				
1046	FACILITIES MAINT. SPEC SR.	16	16	0.00%
1143	OFFICE ASSISTANT RECREATION	1	1	0.00%
1145	RECREATION AIDE 2	1	1	0.00%
1146	RECREATION LEADER	1	1	0.00%
1148	SUPERVISOR RECREATION	1	1	0.00%
1150	RECREATION MANAGER	1	1	0.00%
1380	RECREATION AIDE 2 PT	1	1	0.00%
1412	RECREATION AIDE 1 PT	8	8	0.00%
1478	REC INSTRUCTOR-PART TIME	0	0	#DIV/0!
1482	RECREATION LEADER SR	1	1	0.00%
Location: 4242 RECREATION AQUATIC POOL				
1383	LIFE GUARD 1 PT	9	9	0.00%
1426	HEAD LIFEGUARD PT	6	6	0.00%
1442	AQUATICS SPECIALIST	2	2	0.00%
		1	1	0.00%
Location: 4243 ADULT CENTER				
1146	RECREATION LEADER	1	1	0.00%
Location: 4252 CONVENTION CENTER				
1322	GENERAL FACILITIES & OPER. MGR	4	4	0.00%
1347	ACCOUNTING MANAGER	1	1	0.00%
1403	OPERATIONS & HOSPITALITY SPEC.	1	1	0.00%
1432	OPERATION AND HOSP. SPEC- PT	1	1	0.00%
Location: 4253 VISITOR CENTER				
1278	GUEST SERVICES ASSOCIATE VC	3	4	0.00%
1280	VISITOR CENTER STORE LEAD	1	1	0.00%
1300	GUEST SERVICES STORE SUPV	1	1	0.00%
Location: 4261 PUBLIC RELATIONS				
1155	PUBLIC INFORMATION OFFICER	3	3	0.00%
1247	GRAPHIC DESIGNER	1	1	0.00%
1457	SPECIAL EVENT SUPERVISOR	1	1	0.00%
Location: 4323 STREETS				
1167	MAINTENANCE WORKER STREETS	23	23	0.00%
1168	MAINTENANCE WORKER SR. STREETS	9	9	0.00%
		4	4	0.00%

added back
C.Gilchrist

Employee Turnover



Period Start Date: 9/19/2025
Period End Date: 10/2/2025

1170	EQUIPMENT OPERATOR STREETS	4	4	0	0.00%
1171	EQUIPMENT OPERATOR SR. STREETS	3	3	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					
1165	TRAFFIC SIGNAL TECHNICIAN	2	2	0	0.00%
1166	SPECIAL ELECTRONICS SUPVR.	1	1	0	0.00%
Location: 4331 AIRPORT - ADMINISTRATION					
1175	ADMIN. ASSISTANT SR. RIAC	1	1	1	100.00%
added back D.Andazola					
Employee #	Name	Position Code	Description	Hire Date	Termination Date
3797 ANDAZOLA, DELLA					
1177	AIR CENTER DEPUTY DIRECTOR	1	1	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%
1428	DIRECTOR RIAC	1	1	0	0.00%
1434	AIRPORT CREDENTIALING SPC	1	1	0	0.00%
1479	ASST AIRPORT CRED SPECIALIST	1	1	0	0.00%
Location: 4332 AIRPORT - OPERATIONS					
1178	FACILITIES MAINT SP. SR. RIAC	1	1	0	0.00%
1179	SUPERVISOR RIAC	1	1	0	0.00%
1180	MAINTENANCE WORKER RIAC	3	3	0	0.00%
Location: 4341 SANITATION					
1183	SUPERVISOR SOLID WASTE	2	2	0	0.00%
1185	AUTOMATED COLLECTION OPERATOR	18	18	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%
1477	SOLID WASTE ADMIN ANALYST	1	1	0	0.00%
1480	SOLID WASTE ADMIN ASSISTANT	1	0	0	0.00%
Location: 4342 LANDFILL					
		11	11	0	0.00%
Removed Solid Waste Admin Asst for Analyst					

Employee Turnover



Period Start Date: 9/19/2025
Period End Date: 10/2/2025

1187	ACCOUNTING TECHNICIAN II	1	1	0	0.00%
1189	EQUIPMENT OPERATOR	4	4	0	0.00%
1191	SANITATION WORKER	3	3	0	0.00%
1330	ENVR COMPLIANCE SPECIALIST	1	1	0	0.00%
1458	SCALE HOUSE ATTENDANT	1	1	0	0.00%
1469	EQUIPMENT OPERATOR SR	1	1	0	0.00%
Location: 4352 WATER - CUSTOMER SERVICE		15	15	1	6.90%
1193	CUSTOMER SERVICE CLERK	6	6	0	0.00%
1195	UTILITIES BILLING SUPERVISOR	1	1	0	0.00%
1348	METER READER	5	5	0	0.00%
1357	UTILITIES BILLING CS LEAD	1	0	1	200.00%

added back
C.Ford

Employee #	Name	Position Code	Description	Hire Date	Termination Date
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4459 FORD, CRISTINE

1193109 CUSTOMER SERVICE CLERK

1/12/2024

9/25/2025

1460	UTILITIES BILLING MANAGER	1	1	0	0.00%
1481	METER READER SUPERVISOR	1	1	0	0.00%

Location: 4353 CENTRAL CONTROL

1196	WATER PRODUCTION OPERATOR	5	8	0	0.00%
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1197	ADMIN. ASST. SR. CENT. CONTR.	1	1	0	0.00%
1269	DEPUTY SUPERINTENDENT	1	1	0	0.00%
1292	WATER PRODUCTION OPERATOR SR	1	1	0	0.00%

Location: 4354 PUBLIC WORKS

1201	ADMIN. ASSISTANT SR. WATER	1	32	1	3.17%
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added back
E.Zavala

1202	WAREHOUSE WORKER	1	1	0	0.00%
1203	WAREHOUSE WORKER SR.	1	1	0	0.00%
1204	W & S MAINTENANCE WORKER II	1	1	1	200.00%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
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4765 ZAVALA GONZALEZ, EDUARDO

1204101 W & S MAINTENANCE WORKER II

8/25/2025

9/27/2025

1205	MAINTENANCE WORKER SR. WATER	3	3	0	0.00%
1206	EQUIPMENT OPERATOR WATER	6	6	0	0.00%
1208	SUPERINTENDENT WATER	1	1	0	0.00%
1209	SUPERVISOR WATER	1	1	0	0.00%
1266	UTILITY DIRECTOR	1	1	0	0.00%
1276	UTILITY LOCATOR TECHNICIAN	1	1	0	0.00%

Employee Turnover



a tyler erp solution

Period Start Date: 9/19/2025

Period End Date: 10/2/2025

1286	W & S MAINTENANCE WORKER I	11	11	0	0.00%
1309	VALVE MAINTENANCE SPECIALIST	2	2	0	0.00%
1372	UTILITY CONSTR COORDINATOR	1	1	0	0.00%
1377	METER MAINTENANCE TECHNICIAN	1	1	0	0.00%

Location: 4355 WWTP

1211	ADMIN. ASSISTANT SR. WWTP	1	13	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%
1216	SUPERINTENDENT 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

1219	EQUIPMENT OPERATOR WWTP	4	4	3	66.67%
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added back
B.Sanchez

Employee #	Name	Position Code	Description	Hire Date	Termination Date
3465	SANCHEZ, BENITO	1311101	MAINTENANCE WORKER WWTP	4/5/2024	9/29/2025
4702	PEREZ, RAY	1219101	EQUIPMENT OPERATOR WWTP	4/21/2025	9/23/2025

1454	EQUIPMENT OPERATOR SR. WWTP	2	1	1	66.67%
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Employee #	Name	Position Code	Description	Hire Date	Termination Date
3912	BARNETT, BOBBY	1454102	EQUIPMENT OPERATOR SR WWTP	10/11/2021	9/23/2025

Location: 4358 WWTP - CITY LAB

1221	LAB TECHNICIAN ASSISTANT WWTP	3	3	0	0.00%
1222	LABORATORY TECHNICIAN WWTP	2	2	0	0.00%

Location: 4411 CEMETERY

1223	ADMIN. ASSISTANT CEMETERY	11	11	0	0.00%
1224	GROUPS MAINT. WORKER CEMETERY	1	1	0	0.00%
1225	GROUPS MAINT. WORKER SR. CEM.	3	3	0	0.00%
1226	SUPERINTENDENT CEMETERY	4	4	0	0.00%
1324	CEMETERY SUPERVISOR	1	1	0	0.00%
1470	CEMETERY LABORER TEMP	1	1	0	0.00%

Location: 4511 PECOS TRAILS TRANSIT

1043	CUSTODIAN	18	19	0	0.00%
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Employee Turnover



Period Start Date: 9/19/2025
Period End Date: 10/2/2025

1229	TRANSIT OPERATIONS SUPV II	1	1	0	0.00%
1231	VEHICLE OPERATOR TRANSIT	13	14	0	0.00%
1232	TRANSIT DIRECTOR	1	1	0	0.00%
1265	TRANSIT MANAGER	1	1	0	0.00%
1315	TRANSIT OPERATIONS SUPV I	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					
		14	14	0	0.00%
1236	EMERGENCY COMM. DISPATCHER	6	6	0	0.00%
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%
1262	TRAINING COORDINATOR	1	1	0	0.00%
1358	TERMINAL AGENCY COORDINATOR	1	1	0	0.00%
1437	EMERGENCY COMM. ADMIN ASST.	0	0	0	#DIV/0!

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POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGNU	GRAD/ST	ANNUAL SALARY	HOURLY SALARY
1022104 DEPUTY COURT CLERK		1.0000	1.0000	0.0000	1.0000	1022	4021ADM		30/01	34,936.72	16.80
1030104 ACCOUNTANT		1.0000	1.0000	0.0000	1.0000	1030	4041ADM		60/01	63,296.22	30.43
1061112 DETECTIVE		1.0000	1.0000	0.0000	1.0000	1061	4111RPOA		660/01	61,452.82	29.54
1057114 POLICE OFFICER 3		1.0000	1.0000	0.0000	1.0000	1057	4111RPOA		/00	0.00	0.00
1054117 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	4111RPOA		644/01	44,770.96	21.52
1055134 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	4111RPOA		611/01	22,159.28	10.65
1056120 POLICE OFFICER 2		1.0000	1.0000	0.0000	1.0000	1056	4111RPOA		654/01	54,557.88	26.23
1056122 POLICE OFFICER 2		1.0000	1.0000	0.0000	1.0000	1056	4111RPOA		654/01	54,557.88	26.23
1055126 POLICE OFFICER 1		0.0000	1.0000	0.0000	1.0000	1055	4111RPOA		611/01	22,159.28	10.65
1049101 OFFICE ASSISTANT POLICE		1.0000	1.0000	0.0000	1.0000	1049	4111RPOA		619/01	25,970.10	12.49
1049103 OFFICE ASSISTANT POLICE		1.0000	1.0000	0.0000	1.0000	1049	4111RPOA		628/01	32,600.36	15.67
1054105 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	4111ADM		1/01	19,111.56	9.19
1054107 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	4111ADM		1/01	19,111.56	9.19
1054108 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	4111ADM		1/01	19,111.56	9.19
1054111 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	4111ADM		44/01	46,114.12	22.17
1054112 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	4111ADM		44/01	46,114.12	22.17
1054113 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	4111ADM		44/01	46,114.12	22.17
1055108 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	4111RPOA		/00	0.00	0.00
1055112 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	4111RPOA		611/01	22,159.28	10.65
1055113 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	4111RPOA		/00	0.00	0.00
1055114 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	4111RPOA		652/01	52,452.40	25.22
1055115 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	4111RPOA		/00	0.00	0.00
1055116 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	4111RPOA		/00	0.00	0.00
1055117 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	4111RPOA		/00	0.00	0.00
1055118 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	4111RPOA		/00	0.00	0.00
1055119 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	4111RPOA		/00	0.00	0.00
1055124 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	4111RPOA		/00	0.00	0.00
1055125 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	4111RPOA		/00	0.00	0.00
1057108 POLICE OFFICER 3		1.0000	1.0000	0.0000	1.0000	1057	4111RPOA		/00	0.00	0.00
1058114 POLICE SERGEANT		1.0000	1.0000	0.0000	1.0000	1058	4111RPOA		619/01	25,970.10	12.49
1059101 POLICE LIEUTENANT		1.0000	1.0000	0.0000	1.0000	1059	4111ADM		/00	0.00	0.00
1065102 EVIDENCE PROPERTY CUSTODI		1.0000	1.0000	0.0000	1.0000	1065	4111ADM		1/01	19,111.56	9.19
1070102 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	4121ADM		37/01	40,132.30	19.29
1070104 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	4121ADM		37/01	40,132.30	19.29
1070107 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	4121ADM		37/01	40,132.30	19.29
1070108 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	4121ADM		37/01	40,132.30	19.29
1070111 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	4121ADM		37/01	40,132.30	19.29
1070114 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	4121ADM		37/01	40,132.30	19.29
1070115 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	4121ADM		37/01	40,132.30	19.29
1070116 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	4121ADM		37/01	40,132.30	19.29
1070117 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	4121ADM		37/01	40,132.30	19.29
1070118 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	4121ADM		37/01	40,132.30	19.29
1071108 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	4121IAFF		/00	0.00	0.00
1071109 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	4121IAFF		/00	0.00	0.00
1071110 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	4121IAFF		/00	0.00	0.00
1071111 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	4121IAFF		/00	0.00	0.00
1071112 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	4121IAFF		/00	0.00	0.00
1071117 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	4121IAFF		/00	0.00	0.00
1071118 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	4121IAFF		/00	0.00	0.00
1071119 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	4121IAFF		/00	0.00	0.00
1071121 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	4121IAFF		/00	0.00	0.00
1071127 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	4121IAFF		/00	0.00	0.00
1072102 FIREFIGHTER 2		1.0000	1.0000	0.0000	1.0000	1072	4121IAFF		/00	0.00	0.00
1072104 FIREFIGHTER 2		1.0000	1.0000	0.0000	1.0000	1072	4121IAFF		/00	0.00	0.00
1073102 FIREFIGHTER 3		1.0000	1.0000	0.0000	1.0000	1073	4121IAFF		/00	0.00	0.00

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGNU	GRAD/ST	ANNUAL SALARY	HOURLY SALARY
1074101	FIRE APPARATUS OPERATOR	1	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	744/01	42,612.44	14.59
1074105	FIRE APPARATUS OPERATOR	1	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00
1074107	FIRE APPARATUS OPERATOR	1	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	FA01/01	62,695.62	21.47
1074110	FIRE APPARATUS OPERATOR	1	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00
1074111	FIRE APPARATUS OPERATOR	1	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	FA01/01	62,695.62	21.47
1074112	FIRE APPARATUS OPERATOR	1	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	FA01/01	62,695.62	21.47
1074113	FIRE APPARATUS OPERATOR	1	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	FA01/01	62,695.62	21.47
1074117	FIRE APPARATUS OPERATOR	1	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00
1074122	FIRE APPARATUS OPERATOR	1	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00
1075101	FIRE APPARATUS OPERATOR	2	1.0000	0.0000	1.0000	1075	FAPPOPER2	4121IAFF	/00	0.00	0.00
1077103	FIRE LIEUTENANT 1	1	1.0000	0.0000	1.0000	1077	FLT1	4121IAFF	/00	0.00	0.00
1077106	FIRE LIEUTENANT 1	1	1.0000	0.0000	1.0000	1077	FLT1	4121IAFF	/00	0.00	0.00
1079105	FIRE LIEUTENANT 3	1	1.0000	0.0000	1.0000	1079	FLT3	4121IAFF	/00	0.00	0.00
1079107	FIRE LIEUTENANT 3	1	1.0000	0.0000	1.0000	1079	FLT3	4121IAFF	LIE1/01	77,864.28	26.67
1070119	FIREFIGHTER RECRUIT	1	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30	19.29
1072106	FIREFIGHTER 2	1	1.0000	0.0000	1.0000	1072	FF2	4121IAFF	FE2/01	55,756.74	19.09
1078114	FIRE LIEUTENANT 2	1	1.0000	0.0000	1.0000	1078	FLT2	4121IAFF	/00	0.00	0.00
1452101	FIRE APPARATUS OPERATOR	L	0.0000	0.0000	1.0000	1452	FAPPOPERLAT	4121IAFF	FA01/01	62,695.62	21.47
1271103	DEPUTY FIRE MARSHALL	1	1.0000	0.0000	1.0000	1271	DEFIMARS	4121ADF	/00	0.00	0.00
1071106	FIREFIGHTER 1	1	0.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00	0.00
1366101	ENGINEERING CONSTRUCTION	1	1.0000	0.0000	1.0000	1366	ENGCONSUP	4135ADM	1/01	19,111.56	9.19
1387105	LIBRARY PAGE SENIOR PT	1	1.0000	0.0000	1.0000	1387	LIBPGESRPT	4211ADM	1/01	19,111.56	9.19
1117104	GUEST SERVICES ASSOCIATE	1	1.0000	0.0000	1.0000	1117	GSTSRVASSC	4221AFLC	928/01	32,600.36	15.67
1117105	GUEST SERVICES ASSOCIATE	1	1.0000	0.0000	1.0000	1117	GSTSRVASSC	4221AFLC	928/01	32,600.36	15.67
1117106	GUEST SERVICES ASSOCIATE	1	1.0000	0.0000	1.0000	1117	GSTSRVASSC	4221AFLC	928/01	32,600.36	15.67
1117101	GUEST SERVICES ASSOCIATE	1	1.0000	0.0000	1.0000	1117	GSTSRVASSC	4221AFLC	928/01	32,600.36	15.67
1120101	PREPAREDOR MUSEUM	1	1.0000	0.0000	1.0000	1120	MUSPREP	4221ADM	/00	0.00	0.00
1127114	LABORER PARKS	1	1.0000	0.0000	1.0000	1127	LBR	4231AFLC	915/01	25,196.60	12.11
1419103	PARKS LABORER TEMP	1	1.0000	0.0000	1.0000	1419	PRKTMP	4231ADM	278/01	33,421.44	16.07
1468101	GROUNDS MAINTENANCE	ZOO L	1.0000	0.0000	1.0000	1468	GRMTZOOID	4232ADM	1/01	19,111.56	9.19
1134103	ZOO KEEPER	1	1.0000	0.0000	1.0000	1134	ZOOKPR	4232AFLC	915/01	25,196.60	12.11
1134104	ZOO KEEPER	1	1.0000	0.0000	1.0000	1134	ZOOKPR	4232AFLC	926/01	31,351.32	15.07
1475101	GOLF LABORER TEMP	1	1.0000	0.0000	1.0000	1475	GOLFTEMP	4233ADM	26/01	32,291.74	15.52
1475102	GOLF LABORER TEMP	1	1.0000	0.0000	1.0000	1475	GOLFTEMP	4233ADM	26/01	32,291.74	15.52
1365101	BEVERAGE CART ATTENDANT	1	1.0000	0.0000	1.0000	1365	BEVATTND	4233ADM	278/01	33,421.44	16.07
1444101	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444102	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444103	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444104	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444105	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444106	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444107	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444108	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444109	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444110	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444111	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444112	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444113	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444114	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444115	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444116	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1478101	RECREATION INSTRUCTOR- PA	1	1.0000	0.5000	1.0000	1478	RECINSTR	4241ADM	1/01	19,111.56	9.19
1436110	BASKETBALL OFFICIAL TEMP	1	1.0000	0.0000	1.0000	1436	BSKTBLTMP	4241ADM	278/01	33,421.44	16.07
1436109	BASKETBALL OFFICIAL TEMP	1	1.0000	0.0000	1.0000	1436	BSKTBLTMP	4241ADM	278/01	33,421.44	16.07
1436108	BASKETBALL OFFICIAL TEMP	1	1.0000	0.0000	1.0000	1436	BSKTBLTMP	4241ADM	10/01	22,836.58	10.98

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGNU	GRAD/ST	ANNUAL	SALARY	HOURLY	SALARY
1236108	EMERGENCY COMM.	1.0000	1.0000	0.0000	1.0000	1236	4656ADM		37/01	40,132.30			19.29
1236110	EMERGENCY COMM.	1.0000	1.0000	0.0000	1.0000	1236	4656ADM		37/01	40,132.30			19.29
1236111	EMERGENCY COMM.	1.0000	1.0000	0.0000	1.0000	1236	4656ADM		37/01	40,132.30			19.29
1236112	EMERGENCY COMM.	1.0000	1.0000	0.0000	1.0000	1236	4656ADM		37/01	40,132.30			19.29
1236114	EMERGENCY COMM.	1.0000	1.0000	0.0000	1.0000	1236	4656ADM		37/01	40,132.30			19.29
1263101	EMERGENCY COMMUNICATIONS	1.0000	1.0000	0.0000	1.0000	1263	EMCOQUASCO		54/01	56,202.22			27.02
TOTAL										4,491,872.94			2,091.71

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

OCTOBER 2025 HUMAN RESOURCES MONTHLY REPORT

For September, the City hired 9 new employees, 8 promotions and 14 exits.

Our turnover rate for the month of September is 2.21% and for the year so far is 23.8%.

Our Vacancy Rate is 24.2%.

Payroll count for September 19, 2025 – October 2, 2025 was:

Total WC/ MIL LEAVE/no hours/ no monies employees- 5

Total paid employees -629

Total employees - 634

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGNU	GRAD/ST	ANNUAL SALARY	HOURLY SALARY
1022104 DEPUTY COURT CLERK	1.0000	1.0000	0.0000	1.0000	1022	DCTCLK	4021ADM		30/01	34,936.72	16.80
1030104 ACCOUNTANT	1.0000	1.0000	0.0000	1.0000	1030	ACCT	4041ADM		60/01	63,296.22	30.43
1061112 DETECTIVE	1.0000	1.0000	0.0000	1.0000	1061	PDET	4111RPOA		660/01	61,452.82	29.54
1057114 POLICE OFFICER 3	1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111RPOA		/00	0.00	0.00
1054117 POLICE RECRUIT	1.0000	1.0000	0.0000	1.0000	1054	PRECR	4111RPOA		644/01	44,770.96	21.52
1055134 POLICE OFFICER 1	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA		611/01	22,159.28	10.65
1056120 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
1055126 POLICE OFFICER 1	0.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA		611/01	22,159.28	10.65
1049101 OFFICE ASSISTANT POLICE	1.0000	1.0000	0.0000	1.0000	1049	OFFASST	4111RPOA		619/01	25,970.10	12.49
1049103 OFFICE ASSISTANT POLICE	1.0000	1.0000	0.0000	1.0000	1049	OFFASST	4111RPOA		628/01	32,600.36	15.67
1054105 POLICE RECRUIT	1.0000	1.0000	0.0000	1.0000	1054	PRECR	4111ADM		1/01	19,111.56	9.19
1054107 POLICE RECRUIT	1.0000	1.0000	0.0000	1.0000	1054	PRECR	4111ADM		1/01	19,111.56	9.19
1054108 POLICE RECRUIT	1.0000	1.0000	0.0000	1.0000	1054	PRECR	4111ADM		1/01	19,111.56	9.19
1054111 POLICE RECRUIT	1.0000	1.0000	0.0000	1.0000	1054	PRECR	4111ADM		44/01	46,114.12	22.17
1054112 POLICE RECRUIT	1.0000	1.0000	0.0000	1.0000	1054	PRECR	4111ADM		44/01	46,114.12	22.17
1054113 POLICE RECRUIT	1.0000	1.0000	0.0000	1.0000	1054	PRECR	4111ADM		44/01	46,114.12	22.17
1055108 POLICE OFFICER 1	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA		/00	0.00	0.00
1055112 POLICE OFFICER 1	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA		611/01	22,159.28	10.65
1055113 POLICE OFFICER 1	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA		/00	0.00	0.00
1055114 POLICE OFFICER 1	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA		652/01	52,452.40	25.22
1055115 POLICE OFFICER 1	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA		/00	0.00	0.00
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
1055119 POLICE OFFICER 1	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA		/00	0.00	0.00
1055124 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
1057108 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
1059101 POLICE LIEUTENANT	1.0000	1.0000	0.0000	1.0000	1059	PLT	4111ADM		/00	0.00	0.00
1065102 EVIDENCE PROPERTY CUSTODI	1.0000	1.0000	0.0000	1.0000	1065	EVIDPROPCU	4111ADM		1/01	19,111.56	9.19
1070102 FIREFIGHTER RECRUIT	1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM		37/01	40,132.30	19.29
1070104 FIREFIGHTER RECRUIT	1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM		37/01	40,132.30	19.29
1070107 FIREFIGHTER RECRUIT	1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM		37/01	40,132.30	19.29
1070108 FIREFIGHTER RECRUIT	1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM		37/01	40,132.30	19.29
1070111 FIREFIGHTER RECRUIT	1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM		37/01	40,132.30	19.29
1070114 FIREFIGHTER RECRUIT	1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM		37/01	40,132.30	19.29
1070115 FIREFIGHTER RECRUIT	1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM		37/01	40,132.30	19.29
1070116 FIREFIGHTER RECRUIT	1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM		37/01	40,132.30	19.29
1070117 FIREFIGHTER RECRUIT	1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM		37/01	40,132.30	19.29
1070118 FIREFIGHTER RECRUIT	1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM		37/01	40,132.30	19.29
1071108 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FEL	4121IAFF		/00	0.00	0.00
1071109 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FEL	4121IAFF		/00	0.00	0.00
1071110 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FEL	4121IAFF		/00	0.00	0.00
1071111 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FEL	4121IAFF		/00	0.00	0.00
1071112 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FEL	4121IAFF		/00	0.00	0.00
1071117 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FEL	4121IAFF		/00	0.00	0.00
1071118 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FEL	4121IAFF		/00	0.00	0.00
1071119 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FEL	4121IAFF		/00	0.00	0.00
1071121 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FEL	4121IAFF		/00	0.00	0.00
1071127 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FEL	4121IAFF		/00	0.00	0.00
1072102 FIREFIGHTER 2	1.0000	1.0000	0.0000	1.0000	1072	FF2	4121IAFF		/00	0.00	0.00
1072104 FIREFIGHTER 2	1.0000	1.0000	0.0000	1.0000	1072	FF2	4121IAFF		/00	0.00	0.00
1073102 FIREFIGHTER 3	1.0000	1.0000	0.0000	1.0000	1073	FF3	4121IAFF		/00	0.00	0.00

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGNU	GRAD/ST	ANNUAL SALARY	HOURLY SALARY
1074101	FIRE APPARATUS OPERATOR	1	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	744/01	42,612.44	14.59
1074105	FIRE APPARATUS OPERATOR	1	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00
1074107	FIRE APPARATUS OPERATOR	1	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	FA01/01	62,695.62	21.47
1074110	FIRE APPARATUS OPERATOR	1	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00
1074111	FIRE APPARATUS OPERATOR	1	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	FA01/01	62,695.62	21.47
1074112	FIRE APPARATUS OPERATOR	1	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	FA01/01	62,695.62	21.47
1074113	FIRE APPARATUS OPERATOR	1	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	FA01/01	62,695.62	21.47
1074117	FIRE APPARATUS OPERATOR	1	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00
1074122	FIRE APPARATUS OPERATOR	1	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00
1075101	FIRE APPARATUS OPERATOR	2	1.0000	0.0000	1.0000	1075	FAPPOPER2	4121IAFF	/00	0.00	0.00
1077103	FIRE LIEUTENANT 1	1	1.0000	0.0000	1.0000	1077	FLT1	4121IAFF	/00	0.00	0.00
1077106	FIRE LIEUTENANT 1	1	1.0000	0.0000	1.0000	1077	FLT1	4121IAFF	/00	0.00	0.00
1079105	FIRE LIEUTENANT 3	1	1.0000	0.0000	1.0000	1079	FLT3	4121IAFF	/00	0.00	0.00
1079107	FIRE LIEUTENANT 3	1	1.0000	0.0000	1.0000	1079	FLT3	4121IAFF	LIE1/01	77,864.28	26.67
1070119	FIREFIGHTER RECRUIT	1	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30	19.29
1072106	FIREFIGHTER 2	1	1.0000	0.0000	1.0000	1072	FF2	4121IAFF	FE2/01	55,756.74	19.09
1078114	FIRE LIEUTENANT 2	1	1.0000	0.0000	1.0000	1078	FLT2	4121IAFF	/00	0.00	0.00
1452101	FIRE APPARATUS OPERATOR	L	0.0000	0.0000	1.0000	1452	FAPPOPERLAT	4121IAFF	FA01/01	62,695.62	21.47
1271103	DEPUTY FIRE MARSHALL	1	1.0000	0.0000	1.0000	1271	DEFIMARS	4121ADF	/00	0.00	0.00
1071106	FIREFIGHTER 1	1	0.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00	0.00
1366101	ENGINEERING CONSTRUCTION	1	1.0000	0.0000	1.0000	1366	ENGCONSUP	4135ADM	1/01	19,111.56	9.19
1387105	LIBRARY PAGE SENIOR PT	1	1.0000	0.0000	1.0000	1387	LIBPGESRPT	4211ADM	1/01	19,111.56	9.19
1117104	GUEST SERVICES ASSOCIATE	1	1.0000	0.0000	1.0000	1117	GSTSRVASSC	4221AFLC	928/01	32,600.36	15.67
1117105	GUEST SERVICES ASSOCIATE	1	1.0000	0.0000	1.0000	1117	GSTSRVASSC	4221AFLC	928/01	32,600.36	15.67
1117106	GUEST SERVICES ASSOCIATE	1	1.0000	0.0000	1.0000	1117	GSTSRVASSC	4221AFLC	928/01	32,600.36	15.67
1117101	GUEST SERVICES ASSOCIATE	1	1.0000	0.0000	1.0000	1117	GSTSRVASSC	4221AFLC	928/01	32,600.36	15.67
1120101	PREPARED MUSEUM	1	1.0000	0.0000	1.0000	1120	MUSPREP	4221ADM	/00	0.00	0.00
1127114	LABORER PARKS	1	1.0000	0.0000	1.0000	1127	LBR	4231AFLC	915/01	25,196.60	12.11
1419103	PARKS LABORER TEMP	1	1.0000	0.0000	1.0000	1419	PRKTMP	4231ADM	278/01	33,421.44	16.07
1468101	GROUNDS MAINTENANCE	ZOO L	1.0000	0.0000	1.0000	1468	GRMTZOOLD	4232ADM	1/01	19,111.56	9.19
1134103	ZOO KEEPER	1	1.0000	0.0000	1.0000	1134	ZOOKPR	4232AFLC	915/01	25,196.60	12.11
1134104	ZOO KEEPER	1	1.0000	0.0000	1.0000	1134	ZOOKPR	4232AFLC	926/01	31,351.32	15.07
1475101	GOLF LABORER TEMP	1	1.0000	0.0000	1.0000	1475	GOLFTMP	4233ADM	26/01	32,291.74	15.52
1475102	GOLF LABORER TEMP	1	1.0000	0.0000	1.0000	1475	GOLFTMP	4233ADM	26/01	32,291.74	15.52
1365101	BEVERAGE CART ATTENDANT	1	1.0000	0.0000	1.0000	1365	BEVATTND	4233ADM	278/01	33,421.44	16.07
1444101	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444102	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444103	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444104	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444105	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444106	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444107	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444108	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444109	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444110	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444111	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444112	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444113	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444114	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444115	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444116	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1478101	RECREATION INSTRUCTOR- PA	1	1.0000	0.5000	1.0000	1478	RECINSTR	4241ADM	1/01	19,111.56	9.19
1436110	BASKETBALL OFFICIAL TEMP	1	1.0000	0.0000	1.0000	1436	BSKTBLLTMP	4241ADM	278/01	33,421.44	16.07
1436109	BASKETBALL OFFICIAL TEMP	1	1.0000	0.0000	1.0000	1436	BSKTBLLTMP	4241ADM	278/01	33,421.44	16.07
1436108	BASKETBALL OFFICIAL TEMP	1	1.0000	0.0000	1.0000	1436	BSKTBLLTMP	4241ADM	10/01	22,836.58	10.98

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGNU	GRAD/ST	ANNUAL	SALARY	HOURLY	SALARY
1236108	EMERGENCY COMM.	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	40,132.30	40,132.30	19.29	19.29
1236110	EMERGENCY COMM.	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	40,132.30	40,132.30	19.29	19.29
1236111	EMERGENCY COMM.	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	40,132.30	40,132.30	19.29	19.29
1236112	EMERGENCY COMM.	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	40,132.30	40,132.30	19.29	19.29
1236114	EMERGENCY COMM.	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	40,132.30	40,132.30	19.29	19.29
1263101	EMERGENCY COMMUNICATIONS	1.0000	1.0000	0.0000	1.0000	1263	EMCOQUASCO	4656ADM	54/01	56,202.22	56,202.22	27.02	27.02
TOTAL										2.0000	171.0000	4,491,872.94	2,091.71

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

Employee Turnover



Period Start Date: 9/19/2025
Period End Date: 10/2/2025

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
Location: 4011 ELECTED OFFICIALS					
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	1	1	0	0.00%
1005	CITY COUNCILOR WARD 3	2	2	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					
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					
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					
1022	DEPUTY COURT CLERK	3	3	0	0.00%
1023	MUNICIPAL 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					
1028	ACCOUNTING TECHNICIAN II	2	2	0	0.00%
1030	ACCOUNTANT	1	1	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%
1275	PAYROLL ASSISTANT	1	1	0	0.00%

Employee Turnover



Period Start Date: 9/19/2025
Period End Date: 10/2/2025

1296	GRANT/PROJECT COORDINATOR	1	1	0	0.00%
1312	SENIOR ACCOUNTANT	1	1	0	0.00%
1409	ACCOUNTS RECEIVABLE	1	1	0	0.00%
1476	ASSISTANT FINANCE DIRECTOR	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 **9** **9** **0** **0.00%**

1038	HR ADMINISTRATIVE ASSISTANT SR	1	1	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%
1465	HR/SAFETY GENERALIST	1	1	0	0.00%

Location: 4071 FACILITIES MAINTENANCE **12** **12** **0** **0.00%**

1043	CUSTODIAN	1	1	0	0.00%
1045	FACILITIES MAINT. SPECIALIST	4	4	0	0.00%
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	0	0.00%
1379	FAC. MAINTENANCE HVAC SPEC SR.	1	1	0	0.00%
1440	FACILITIES MAINT. LABORER	2	2	0	0.00%
1445	FAC. MAINT. LOCKSMITH TECH	1	1	0	0.00%

Location: 4074 FLEET MAINTENANCE **1** **1** **0** **0.00%**

1340	VEHICLE MAINTENANCE SUPERVISOR	1	1	0	0.00%
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Location: 4111 POLICE DEPARTMENT **111** **110** **0** **0.00%**

1043	CUSTODIAN	1	1	0	0.00%
1049	OFFICE ASSISTANT POLICE	6	6	0	0.00%
1050	ADMIN. ASSISTANT SR. POLICE	2	2	0	0.00%

M.Shannon promoted
Detective

Employee Turnover



Period Start Date: 9/19/2025
Period End Date: 10/2/2025

1053	POLICE SERV AIDE CAREER PATH	4	4	0	0.00%
1054	POLICE RECRUIT	6	6	0	0.00%
1055	POLICE OFFICER 1	18	18	0	0.00%
1056	POLICE OFFICER 2	19	19	0	0.00%
1057	POLICE OFFICER 3	6	5	0	0.00%
1058	POLICE SERGEANT	13	13	0	0.00%
1059	POLICE LIEUTENANT	4	4	0	0.00%
1060	POLICE CAPTAIN	2	2	0	0.00%
1061	DETECTIVE	12	12	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	2	2	0	0.00%
1066	TSU CRIME SCENE TECHNICIAN	5	5	0	0.00%
1067	ADMIN. ASSISTANT POLICE	5	5	0	0.00%
1473	REALTIME CRIME CENTER OPERATOR	2	2	0	0.00%
Location: 4121 FIRE DEPARTMENT		91	90	2	2.22%
1068	ADMIN. ASSISTANT SR. FIRE	1	1	0	0.00%
1070	FIREFIGHTER RECRUIT	9	9	1	11.76%

D.Apodaca

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4740 APODACA, DAUNTE					
1071	FIREFIGHTER 1	17	17	0	0.00%
1072	FIREFIGHTER 2	2	2	0	0.00%
1073	FIREFIGHTER 3	1	1	0	0.00%
1074	FIRE APPARATUS OPERATOR 1	10	10	0	0.00%
1075	FIRE APPARATUS OPERATOR 2	12	12	0	0.00%
1076	FIRE APPARATUS OPERATOR 3	2	2	0	0.00%
1077	FIRE LIEUTENANT 1	5	5	0	0.00%
1078	FIRE LIEUTENANT 2	10	10	0	0.00%
1079	FIRE LIEUTENANT 3	9	8	1	11.76%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
615 WRIGHT, KYLE					
1080	BATTALION CHIEF	3	3	0	0.00%

Employee Turnover



Period Start Date: 9/19/2025
Period End Date: 10/2/2025

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%
1308	DIVISION CHIEF - EMS	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					
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	1	0	0.00%
1344	CUSTOMER SERVICE SPECIALIST	1	1	0	0.00%
Location: 4135 ENGINEERING					
1158	CONSTRUCTION INSPECTOR	1	1	0	0.00%
1159	CONSTRUCTION INSPECTOR SR.	2	2	0	0.00%
1160	ENGINEERING TECHNICIAN	2	2	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%
Location: 4151 CODE ENFORCEMENT					
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%
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					
		13	13	0	0.00%

Employee Turnover



Period Start Date: 9/19/2025					
Period End Date: 10/2/2025					
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	5	5	0	0.00%
1448	ANIMAL SERVICES MANAGER	1	1	0	0.00%
Location: 4181 C.E.P.					
1099	DEPT MGR EMERGENCY MGMT	1	1	0	0.00%
Location: 4192 COMMUNITY ENHANCEMENT					
1100	COMMUNITY IMPROVEMENT TECH.	1	1	0	0.00%
Location: 4211 LIBRARY					
1101	ADMIN. ASSISTANT LIBRARY	1	1	0	0.00%
1103	LIBRARY PAGE SENIOR	3	3	0	0.00%
1104	TECHNICAL SERVICE ASSISTANT	1	1	0	0.00%
1105	LIBRARY ASSISTANT- CIRCULATION	2	2	0	0.00%
1107	REFERENCE ASSISTANT	1	1	0	0.00%
1109	LIBRARY CATALOGER	1	1	0	0.00%
1112	DEPARTMENT DIRECTOR LIBRARY	1	1	0	0.00%
1267	INTER LIBRARY L & R LIBRARIAN	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	6	6	0	0.00%
1441	STEM INSTRUCTOR	1	1	0	0.00%
1474	HEAD OF CIRCULATION	1	1	0	0.00%
Location: 4221 MUSEUM					
1116	MUSEUM STORE SUPERVISOR	1	1	0	0.00%
1117	GUEST SERVICES ASSOCIATE	1	1	0	0.00%
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%

Employee Turnover



Period Start Date: 9/19/2025
Period End Date: 10/2/2025

1392	MUSEUM STORE CLERK PT	1	1	0	0.00%
Location: 4231 PARKS					
1043	CUSTODIAN	34	34	0	0.00%
1126	ADMIN. ASSISTANT SR. PARKS	1	1	0	0.00%
1127	LABORER PARKS	11	11	0	0.00%
1128	GROUPS MAINT WORKER PARKS	10	10	0	0.00%
1129	GROUPS 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 LABORER TEMP	3	3	0	0.00%
Location: 4232 ZOO					
1133	LABORER ZOO	7	6	1	14.29%
1134	ZOO KEEPER	1	1	0	0.00%
1135	GROUPS MAINTENANCE WORKER ZOO	2	2	0	0.00%
1439	LEAD ZOO KEEPER	1	1	0	0.00%
1456	ZOO SUPERVISOR	1	1	0	0.00%
1468	GROUPS MAINT ZOO LEAD	1	0	1	100.00%

C.Cockrum
Terminated

Employee #	Name	Position Code	Description	Hire Date	Termination Date
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4743 COCKRUM, CHRISTOPHER

Location: 4233 GOLF					
1139	GROUPS MAINT. WORKER GOLF	17	17	1	6.06%
1141	SUPERVISOR GOLF	4	4	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	3	3	0	0.00%
1365	BEVERAGE CART ATTENDANT	1	1	0	0.00%
1431	GOLF SHOP LEAD SR ATTENDANT	1	1	0	0.00%
1475	GOLF LABORER TEMP	1	1	1	200.00%

added back
J.Morse

Employee #	Name	Position Code	Description	Hire Date	Termination Date
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4747 MORSE, JESSE

1475101 GOLF LABORER TEMP

7/23/2025
9/26/2025

Employee Turnover

Period Start Date: 9/19/2025
Period End Date: 10/2/2025

Location: 4241 RECREATION						
1046	FACILITIES MAINT. SPEC SR.	16	16	0	0.00%	0.00%
1143	OFFICE ASSISTANT RECREATION	1	1	0	0.00%	0.00%
1145	RECREATION AIDE 2	1	1	0	0.00%	0.00%
1146	RECREATION LEADER	1	1	0	0.00%	0.00%
1148	SUPERVISOR RECREATION	1	1	0	0.00%	0.00%
1150	RECREATION MANAGER	1	1	0	0.00%	0.00%
1380	RECREATION AIDE 2 PT	1	1	0	0.00%	0.00%
1412	RECREATION AIDE 1 PT	8	8	0	0.00%	0.00%
1478	REC INSTRUCTOR-PART TIME	0	0	0	#DIV/0!	
1482	RECREATION LEADER SR	1	1	0	0.00%	0.00%
Location: 4242 RECREATION AQUATIC POOL						
1383	LIFE GUARD 1 PT	9	9	0	0.00%	0.00%
1426	HEAD LIFEGUARD PT	6	6	0	0.00%	0.00%
1442	AQUATICS SPECIALIST	2	2	0	0.00%	0.00%
Location: 4243 ADULT CENTER						
1146	RECREATION LEADER	1	1	0	0.00%	0.00%
Location: 4252 CONVENTION CENTER						
1322	GENERAL FACILITIES & OPER. MGR	4	4	0	0.00%	0.00%
1347	ACCOUNTING MANAGER	1	1	0	0.00%	0.00%
1403	OPERATIONS & HOSPITALITY SPEC.	1	1	0	0.00%	0.00%
1432	OPERATION AND HOSP. SPEC- PT	1	1	0	0.00%	0.00%
Location: 4253 VISITOR CENTER						
1278	GUEST SERVICES ASSOCIATE VC	3	4	0	0.00%	0.00%
1280	VISITOR CENTER STORE LEAD	1	1	0	0.00%	0.00%
1300	GUEST SERVICES STORE SUPV	1	1	0	0.00%	0.00%
Location: 4261 PUBLIC RELATIONS						
1155	PUBLIC INFORMATION OFFICER	3	3	0	0.00%	0.00%
1247	GRAPHIC DESIGNER	1	1	0	0.00%	0.00%
1457	SPECIAL EVENT SUPERVISOR	1	1	0	0.00%	0.00%
Location: 4323 STREETS						
1167	MAINTENANCE WORKER STREETS	23	23	0	0.00%	0.00%
1168	MAINTENANCE WORKER SR. STREETS	9	9	0	0.00%	0.00%
		4	4	0	0.00%	0.00%

added back
C.Gilchrist

Employee Turnover

Period Start Date: 9/19/2025
Period End Date: 10/2/2025

1170	EQUIPMENT OPERATOR STREETS	4	4	0	0.00%
1171	EQUIPMENT OPERATOR SR. STREETS	3	3	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					
1165	TRAFFIC SIGNAL TECHNICIAN	2	2	0	0.00%
1166	SPECIAL ELECTRONICS SUPVR.	1	1	0	0.00%
Location: 4331 AIRPORT - ADMINISTRATION					
1175	ADMIN. ASSISTANT SR. RIAC	1	1	1	100.00%

added back
D.Andazola

Employee #	Name	Position Code	Description	Hire Date	Termination Date
3797 ANDAZOLA, DELLA					
1285102 CITY CLERK OFFICE ASSISTANT					
1177	AIR CENTER DEPUTY DIRECTOR	1	1	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%
1428	DIRECTOR RIAC	1	1	0	0.00%
1434	AIRPORT CREDENTIALING SPC	1	1	0	0.00%
1479	ASST AIRPORT CRED SPECIALIST	1	1	0	0.00%
Location: 4332 AIRPORT - OPERATIONS					
1178	FACILITIES MAINT SP. SR. RIAC	1	1	0	0.00%
1179	SUPERVISOR RIAC	1	1	0	0.00%
1180	MAINTENANCE WORKER RIAC	3	3	0	0.00%
Location: 4341 SANITATION					
1183	SUPERVISOR SOLID WASTE	2	2	0	0.00%
1185	AUTOMATED COLLECTION OPERATOR	18	18	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%
1477	SOLID WASTE ADMIN ANALYST	1	1	0	0.00%
1480	SOLID WASTE ADMIN ASSISTANT	1	0	0	0.00%
Location: 4342 LANDFILL					
		11	11	0	0.00%

Removed Solid
Waste Admin Asst
for Analyst

Employee Turnover



Period Start Date: 9/19/2025
Period End Date: 10/2/2025

1187	ACCOUNTING TECHNICIAN II	1	1	0	0.00%
1189	EQUIPMENT OPERATOR	4	4	0	0.00%
1191	SANITATION WORKER	3	3	0	0.00%
1330	ENVR COMPLIANCE SPECIALIST	1	1	0	0.00%
1458	SCALE HOUSE ATTENDANT	1	1	0	0.00%
1469	EQUIPMENT OPERATOR SR	1	1	0	0.00%
Location: 4352 WATER - CUSTOMER SERVICE		15	15	1	6.90%
1193	CUSTOMER SERVICE CLERK	6	6	0	0.00%
1195	UTILITIES BILLING SUPERVISOR	1	1	0	0.00%
1348	METER READER	5	5	0	0.00%
1357	UTILITIES BILLING CS LEAD	1	0	1	200.00%

added back
C.Ford

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4459 FORD, CRISTINE					
1460	UTILITIES BILLING MANAGER	1193109	CUSTOMER SERVICE CLERK	1/12/2024	9/25/2025
1481	METER READER SUPERVISOR	1	1	1	0.00%
Location: 4353 CENTRAL CONTROL		8	8	0	0.00%
1196	WATER PRODUCTION OPERATOR	5	5	0	0.00%
1197	ADMIN. ASST. SR. CENT. CONTR.	1	1	0	0.00%
1269	DEPUTY SUPERINTENDENT	1	1	0	0.00%
1292	WATER PRODUCTION OPERATOR SR	1	1	0	0.00%
Location: 4354 PUBLIC WORKS		32	32	1	3.17%
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%
1204	W & S MAINTENANCE WORKER II	1	1	1	200.00%

added back
E.Zavala

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4765 ZAVALA GONZALEZ, EDUARDO					
1205	MAINTENANCE WORKER SR. WATER	1204101	W & S MAINTENANCE WORKER II	8/25/2025	9/27/2025
1206	EQUIPMENT OPERATOR WATER	6	6	0	0.00%
1208	SUPERINTENDENT WATER	1	1	0	0.00%
1209	SUPERVISOR WATER	1	1	0	0.00%
1266	UTILITY DIRECTOR	1	1	0	0.00%
1276	UTILITY LOCATOR TECHNICIAN	1	1	0	0.00%

Employee Turnover



Period Start Date: 9/19/2025						
Period End Date: 10/2/2025						
1286	W & S MAINTENANCE WORKER I	11	11	0	0.00%	
1309	VALVE MAINTENANCE SPECIALIST	2	2	0	0.00%	
1372	UTILITY CONSTR COORDINATOR	1	1	0	0.00%	
1377	METER MAINTENANCE TECHNICIAN	1	1	0	0.00%	
Location: 4355 WWTP		13	13	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%	
1216	SUPERINTENDENT 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	4	3	66.67%	
1219	EQUIPMENT OPERATOR WWTP	4	2	2	66.67%	
Employee #	Name	Position Code	Description	Hire Date	Termination Date	
3465 SANCHEZ, BENITO						
		1311101	MAINTENANCE WORKER WWTP	4/5/2024	9/29/2025	
4702 PEREZ, RAY						
		1219101	EQUIPMENT OPERATOR WWTP	4/21/2025	9/23/2025	
1454	EQUIPMENT OPERATOR SR. WWTP	2	1	1	66.67%	
Employee #	Name	Position Code	Description	Hire Date	Termination Date	
3912 BARNETT, BOBBY						
		1454102	EQUIPMENT OPERATOR SR WWTP	10/11/2021	9/23/2025	
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		11	11	0	0.00%	
1223	ADMIN. ASSISTANT CEMETERY	1	1	0	0.00%	
1224	GROUPS MAINT. WORKER CEMETERY	3	3	0	0.00%	
1225	GROUPS MAINT. WORKER SR. CEM.	4	4	0	0.00%	
1226	SUPERINTENDENT CEMETERY	1	1	0	0.00%	
1324	CEMETERY SUPERVISOR	1	1	0	0.00%	
1470	CEMETERY LABORER TEMP	1	1	0	0.00%	
Location: 4511 PECOS TRAILS TRANSIT		18	19	0	0.00%	
1043	CUSTODIAN	1	1	0	0.00%	

Employee Turnover



Period Start Date: 9/19/2025
Period End Date: 10/2/2025

1229	TRANSIT OPERATIONS SUPV II	1	1	0	0.00%
1231	VEHICLE OPERATOR TRANSIT	13	14	0	0.00%
1232	TRANSIT DIRECTOR	1	1	0	0.00%
1265	TRANSIT MANAGER	1	1	0	0.00%
1315	TRANSIT OPERATIONS SUPV I	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					
		14	14	0	0.00%
1236	EMERGENCY COMM. DISPATCHER	6	6	0	0.00%
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%
1262	TRAINING COORDINATOR	1	1	0	0.00%
1358	TERMINAL AGENCY COORDINATOR	1	1	0	0.00%
1437	EMERGENCY COMM. ADMIN ASST.	0	0	0	#DIV/0!

634

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 7.

Legal Committee

Meeting Date: 10/23/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

DEPARTMENT NAME:

Safety Department Report

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 8.

Legal Committee

Meeting Date: 10/23/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

DEPARTMENT NAME:

Discuss proposed IRB for Solar Development. (Journel/Yntema)

Attachments

Chart-Proposed IRB-Solar

	Current Tax Rate without solar	Expected Property Tax with solar and without IRB	Proposed IRB PILOT
Year 1	\$1,098.76	\$31,356.79	\$7,839.20
Year 2	\$1,098.76	\$22,397.71	\$5,599.43
Year 3	\$1,098.76	\$13,438.62	\$3,359.66
Year 4	\$1,098.76	\$8,959.08	\$2,239.77
Year 5	\$1,098.76	\$8,959.08	\$2,239.77
Year 6	\$1,098.76	\$8,959.08	\$2,239.77
Year 7	\$1,098.76	\$8,959.08	\$2,239.77
Year 8	\$1,098.76	\$8,959.08	\$2,239.77
Year 9	\$1,098.76	\$8,959.08	\$2,239.77
Year 10	\$1,098.76	\$8,959.08	\$2,239.77
Year 11	\$1,098.76	\$8,959.08	\$2,239.77
Year 12	\$1,098.76	\$8,959.08	\$2,239.77
Year 13	\$1,098.76	\$8,959.08	\$2,239.77
Year 14	\$1,098.76	\$8,959.08	\$2,239.77
Year 15	\$1,098.76	\$8,959.08	\$2,239.77
Year 16	\$1,098.76	\$8,959.08	\$2,239.77
Year 17	\$1,098.76	\$8,959.08	\$2,239.77
Year 18	\$1,098.76	\$8,959.08	\$2,239.77
Year 19	\$1,098.76	\$8,959.08	\$2,239.77
Year 20	\$1,098.76	\$8,959.08	\$2,239.77
Total	\$21,975.20	\$219,497.53	\$54,874.38
Flat Rate	\$1,098.76	\$10,974.88	\$2,743.72
Present Value			
Using above schedule	\$13,692.98	\$149,039.95	\$37,259.99
Using Flat Rate	\$13,692.98	\$136,771.22	\$34,192.80
Discount Rate	ROSWELL LEGAL COMMITTEE 5%		60

Legal Committee

Meeting Date: 10/23/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Ordinance 25-XX: consider recommendation to authorize to advertise for a public hearing Ordinance 25-XX: An Ordinance for the sale of Real Property. (Todd Verciglio)

BACKGROUND:

Initiated by: Todd Verciglio

The property is located at 212 E 12th Street, Roswell, Chaves County, New Mexico.

This property was used in the past by the Parks Department.

FINANCIAL CONSIDERATION:

The total purchase price for the property shall be \$36,000. This property was independently appraised at \$36,000 for 1.25 Acres.

LEGAL REVIEW:

The City Attorney has prepared the Purchase and Sale Contract, and this item has been submitted to Legal for review.

BOARD AND COMMITTEE ACTION:

The Legal Committee will be the first to consider this item.

STAFF RECOMMENDATION:

Ordinance 25-XX: consider recommendation to authorize to advertise for a public hearing Ordinance 25-XX: An Ordinance for the sale of Real Property.

Attachments

SIGNED PREDETERMINATION LETTER-212 E 12TH STREET
Offer Letter to Purchase-212 E 12th Street \$36K
McClelland 212 E 12th Appraisal
Purchasing and Selling of Real Property ORDINANCE to Jeff Miller
Purchase and Sale Agreement 212 E 12th Street (1)



City of Roswell

Office of the Mayor

PREDETERMINATION COMMUNICATION

From: 6-12-25

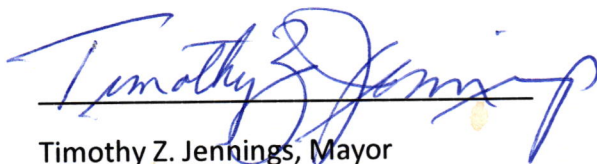
Timothy Z. Jennings, Mayor Chad Cole, City Manager

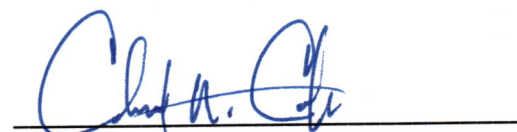
RE: Subd: NORTH SPRING RIVER Block: 16 Lot: S 1 THRU 7 LESS RIVER Quarter: NW S: 33 T: 10S R: 24E BK: 406 PG: 592 QCD. Commonly Known as 212 E 12th Street-Old Parks & Recreation Building.

Esteemed Members of the Legal Committee & City Council,

This communication is sent to you pursuant Ordinance 24-03, and New Mexico Statutes Chapter 3 - Municipalities Article 54 - Sale or Lease of Property Section 3-54-1 Authority to sell or lease municipal utility facilities or real property; notice; referendum.

The Mayor and City Manager determined and concur that the land subject to sale regarding approximately 1.25 acres located at 212 E 12th Street Roswell, NM 88201, has no existing or future municipal purpose. We believe that sale of such land is in the interest of the City financially and economically, and will lead to better use than the currently vacant plot. Please feel free to contact either of us with any questions.


Timothy Z. Jennings, Mayor


Chad Cole, City Manager

6/12/2025

Offer To Purchas

Todd Verciglio
500 N Main Street suite 100
Roswell, NM 88201

Re: Lots 1 through 7, Block 16, North
Spring River Addition to the City of Roswell, Chaves County, New Mexico as
filed for record on May 23, 1889 referred to as 212 E 12th street Roswell, NM

Dear Mr. Verciglio,

This is to express my firm off to buy the above stated property.
Purchase Price: \$36,000

Offeror:
Jeffrey Miller
7103 Forestview Dr.
Arlington, TX 76016

A Summary Appraisal

Of A

Commercial Property

Located at

212 East Twelfth

In

Roswell, New Mexico

For

The City of Roswell

By

Ed McClelland, Appraiser
General Certificate NM 171-G
701 South Cedar Avenue
Roswell, New Mexico 88203
Voice (575) 624-2828
Email mcclelland@zianet.com

Ed McClelland & Co.

P.O. Box 896
Roswell, NM 88202-0896
Phone (575) 624-2828
Mobile (575) 420-2546
mcclelland@zianet.com

March 12, 2025

Mr. Todd Verciglio
City of Roswell
500 North Main, Suite 100
Roswell, NM 88201

RE: City of Roswell Property at 212 East Twelfth

Dear Mr. Verciglio

Pursuant to your request, I have inspected and appraised the former City of Roswell Parks and Recreation Department Shop Building and land located at 212 East Twelfth Street in Roswell.

This specific property is located at the single most flood prone site in town per observations from the recent flooding. The raised railroad track bed and trestle proved to act as a dam in the subject neighborhood whose primary outlet to the east was the opening and trestle located next to the southeast corner of the subject site. Several vehicles that washed downstream from the Convention Center and Roswell Ford wound up in the Hondo Riverbed on the south edge of the subject site.

The subject property is obviously in the local flood hazard zone and is directly affected by the FEMA 50% rebuild rule. National laws would prevent an owner from repairing or rebuilding subject unless it were rebuilt to withstand flooding and meet any applicable building codes. As a practical matter, lenders would not be allowed to loan on the property unless it was rebuilt to flood hazard prevention requirements and an owner could not get a building permit to rebuild the property without meeting new codes even if he could do so with cash out of pocket. One could argue that the value of the subject land is less than a bare site value because existing "improvements" must be demolished and removed from the site in the near term.

Land values seldom go down, however, the emerging truth from our recent flood is that our flood zone designations probably do not fully reflect current flooding risks and that some properties should not be rebuilt on some high flood risk sites unless they are built with adequate flood risk mitigation features. The subject property was designated as a flood zone location before the recent flood.

Todd Verciglio
March 12, 2025
Page two

I hereby submit my value conclusion for the subject property and a summary of my analyses which led to my value conclusion. This report is subject to specific appraisal certifications, assumptions, and limiting conditions included in the addenda of the report. I have specifically assumed that the reality of flooding of the subject property cannot be ignored and that future development and use of the subject property would be an iffy proposition.

My appraisal analysis utilized variations of the Cost Approach to reflect various scenarios and their resulting value estimates. I estimate that demolition and disposal of the existing facility will cost no less than \$10,000. My final current market value conclusion for subject is \$36,000 which is the value of the subject site less the cost of demolition and disposal of the existing improvements. At this point in time, my understanding of governmental regulations after a major flooding event is that even if a property owner wanted to rebuild subject, because remodeling costs would exceed 50% of the improvement value before the flood; the subject property would have to be brought up to flood hazard mitigation standards which would probably mean a new building would have to be built dock high.

The good central location of subject might motivate redevelopment in the foreseeable future; however, I doubt very much that the subject site will be put to full use in the next ten years.

After a careful analysis of the subject property , I have concluded that the As Is Market Value of the fee simple interest in the subject property, estimated as of February 28, 2025 was

\$36,000

THIRTY SIX THOUSAND DOLLARS

The City has the equipment and personnel to tear down the subject building and dispose of the construction debris. If the property is not sold in the near term, I recommend that the building demolition be done on a time available basis by city crews.

Please do not hesitate to call on me if I can be of further assistance.

Respectfully submitted,


Ed McClelland, NM171-G

Ed McClelland, Appraiser

IDENTIFICATION OF THE PROPERTY

The subject property consists of a 50-year-old office and shop building located on a commercially zoned site. The building is addressed as 212 East Twelfth in Roswell, New Mexico. It may also have been called 210 or 214 East 12th in the past. The tax assessor records do not show a street address.

The subject property is legally described as Lots 1 through 7, Block 16, North Spring River Addition to the City of Roswell, Chaves County, New Mexico as filed for record on May 23, 1889; Less portions of Lots 4, 5, 6 & 7 that have been vacated or otherwise dedicated for the North Spring River Channel and the Roswell hike and bike path.

Part of the currently fenced site includes all of the alley in Block 16 lying north of the bike trail and North Spring River Channel and approximately the easterly 28 feet of Lots 9 to 14 inclusive that are actually part of the Schertz property. The north fence also includes part of the public Right of Way for East Twelfth.

The current owner of the subject property is the City of Roswell. Adjacent owner Morris Schertz acquired the former Little Theatre Property from the Little Theatre group on March 28, 2001. A survey of the subject block was made and filed in Survey Book 12 at page 46. No mention of an alley vacation or the encroachments by the city show on that survey.



PURPOSE AND INTENDED USE OF THE APPRAISAL

The purpose of this appraisal is to estimate the "Market Value" of the fee simple interest in the subject property.

"MARKET VALUE" is defined as:

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their best interest;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto;
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition is quoted from the Office of the Comptroller of the Currency Regulation 12 C.F.R. Part 34.42 (g):55 Federal Register 12202, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994, and is the commonly adopted market value definition for banks and agencies that regulate federally insured financial institutions in the United States at this time.

The intended use of this appraisal is advise City officials of the vale and probable obtainable price for the subject property in a sale. The intended users are City of Roswell government leaders. The effective date of this appraisal was February 28, 2025.

SCOPE OF THE APPRAISAL

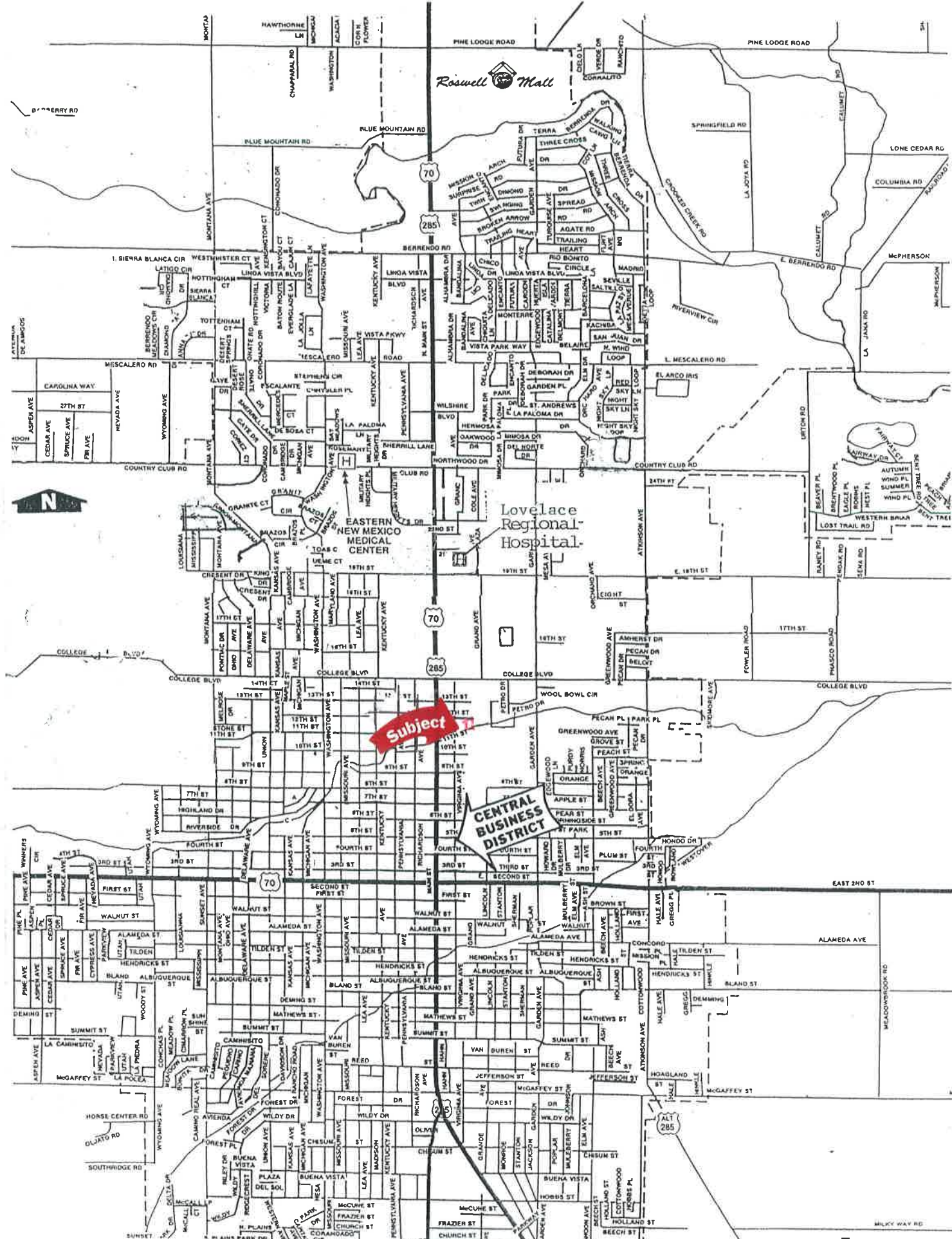
This appraisal involved multiple current exterior inspections of subject and one interior inspection. The current photographs, drawings and data provided herein are deemed to represent an adequate summary of subject's facts and the appraisal process when read by individuals trained in real estate valuation or persons familiar with Roswell or the subject property. This appraisal is subject to the appraiser's specific Certifications and Statements of Assumptions and Limiting Conditions which accompany the report. No unusual or atypical assumptions or limiting conditions were used in this valuation.

A major flood hit Roswell on the night of October 19-20th 2024. At that time the subject property was already vacant and the building was no longer in regular use. The subject property had been previously appraised for the City by another appraiser and the subject property was considered surplus to city needs.

Among the many effects of a major community flood are reviews of flood zone locations and rebuilding or reuse requirements that may be imposed on properties that have flooded or are likely to flood in the future. FEMA has a national policy on flood prone areas that prohibits redevelopment in some locations and mandates that rebuilt properties meet newer flood prone area construction requirements if reconstruction and demolition costs exceed 50% of a subjects' specific improvement value before the flood. Site improvements and structures other than a main building are mostly excluded from the "before" improvements valuation.

The subject site is immediately adjacent to a railroad track bed and trestle that created a dam and water constriction point in the recent flood. Since the North Spring River is a perpetual waterway, there is no reason to believe that future major even flooding would not affect subject. This report includes summaries of Cost Approach analyses that enable valuation of the subject property before and after the recent flood date and as of current date. Due to the future high risk of flooding at subject. The ordinary application of the Income Approach and Market Data approaches to value are not directly useful or necessary for this appraisal.

This report and appraisal can be expanded substantially with additional explanatory narrative, comparable detail, and a more detailed analysis added if the users of the appraisal deem it necessary. An appropriate professional fee would be charged for all additional work.

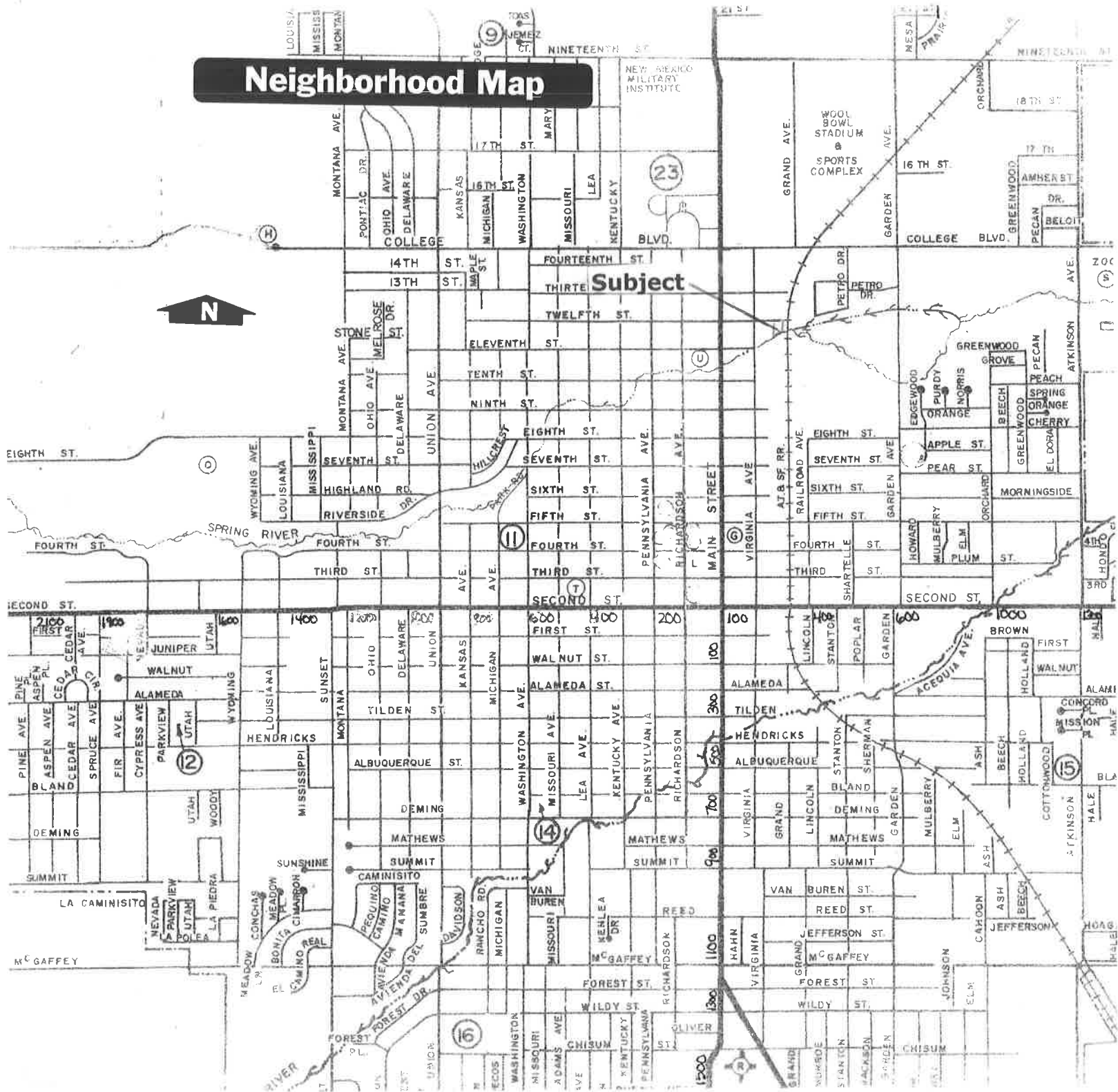


VICINITY MAP

Neighborhood Map



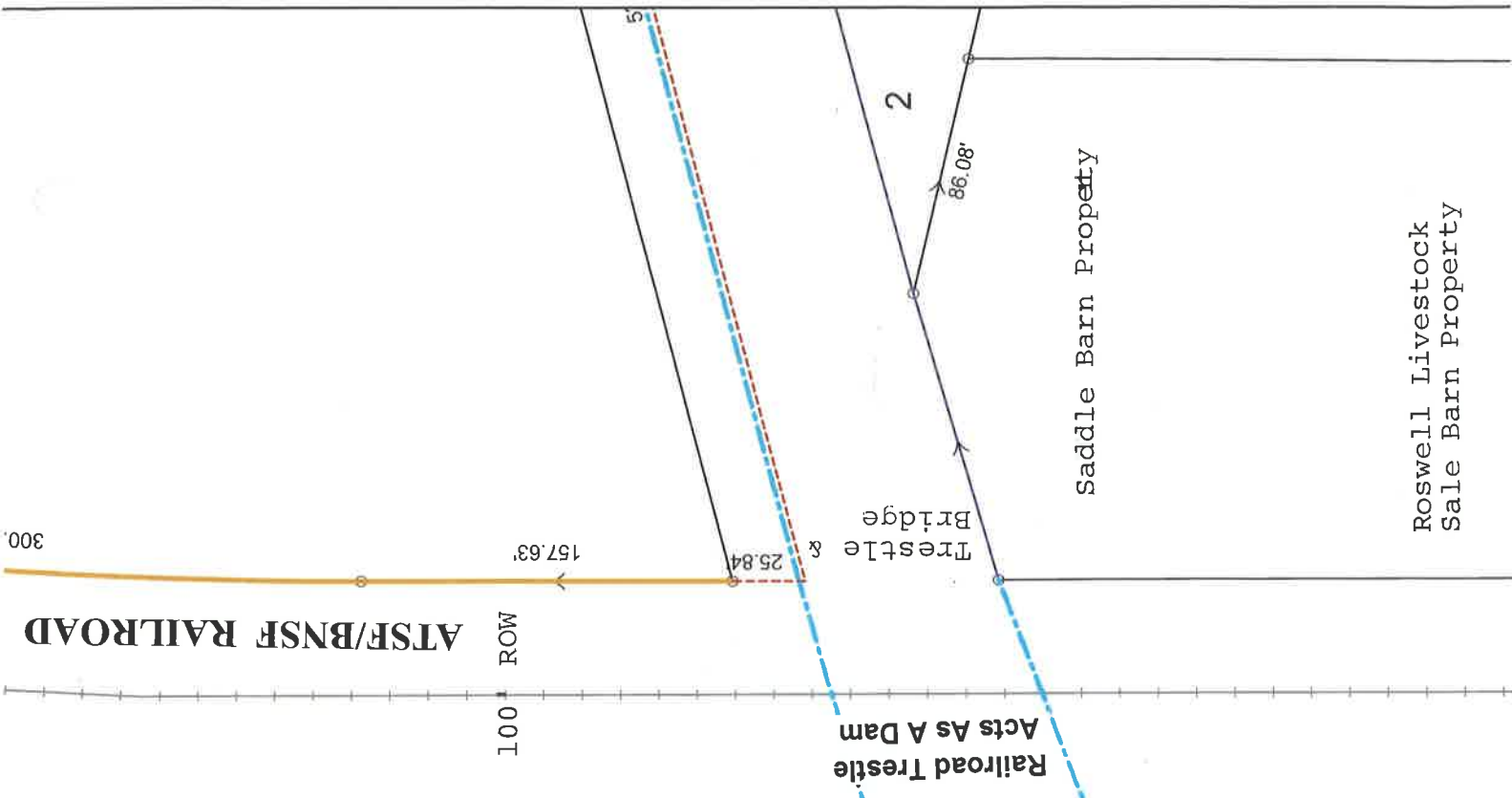
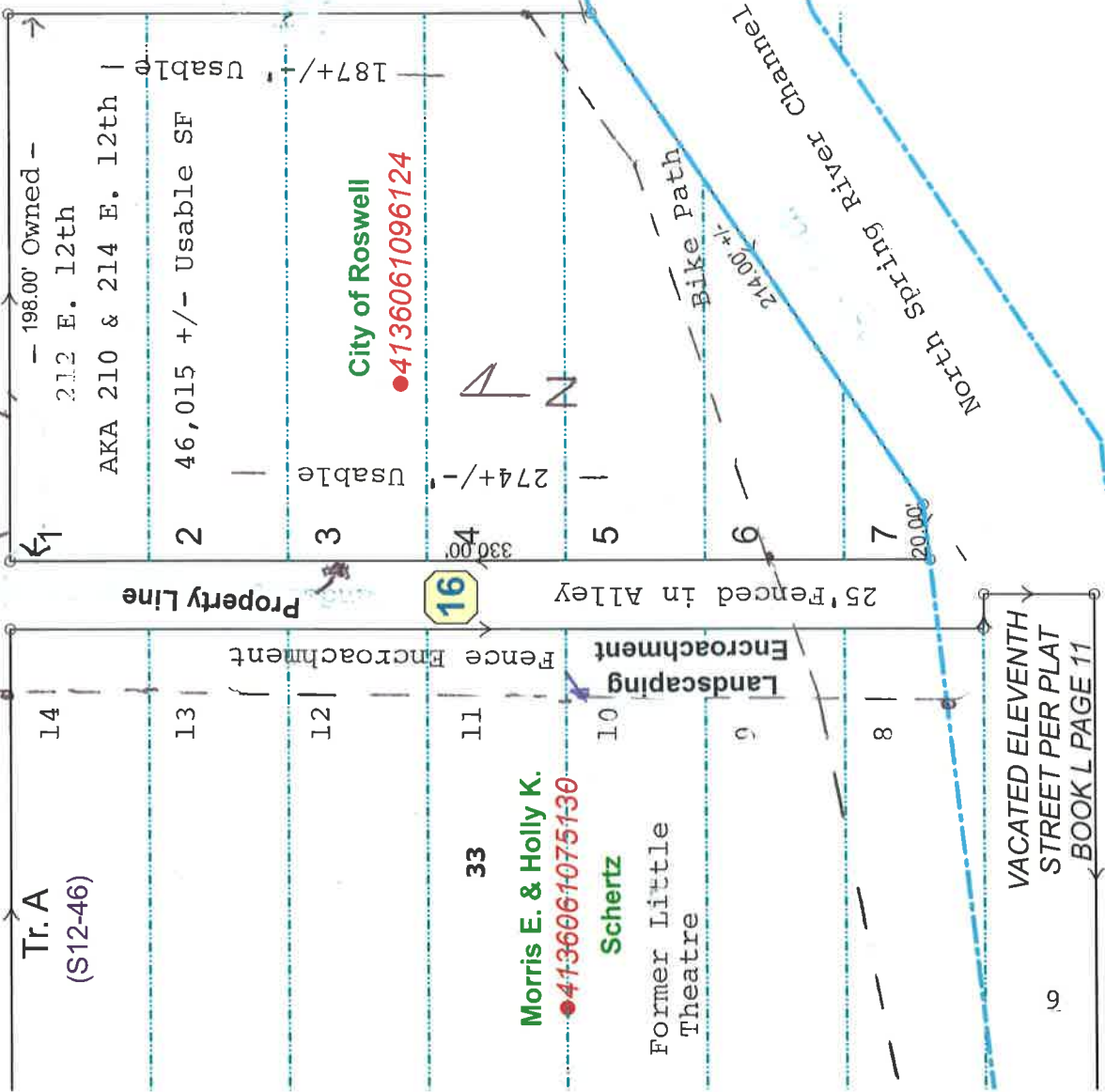
Subject



ertz 201
 203 205
 Alley
 207 209 211 213
 204 206 208 210 212 214

TWELFTH STREET

80' ROW
 Curb & Fence Line +/-
 ROW



DESCRIPTION AND ANALYSIS OF THE SITE

LOT SIZE:	Approximately 46,015 owned and usable square feet. Irregular shape. See exhibits.
TOPOGRAPHY:	Slight slopes.
ZONING:	Roswell's official zoning map shows the subject lots to be zoned "I-1 Light Industrial." A great many common commercial uses are allowed on I-1 zoned land. See exhibits.
UTILITIES:	All typical public and private utility lines and service are in place and were available for service prior to the recent flood.
FLOOD ZONE:	Subject's entire land area is mapped in a FEMA identified 100 year flood hazard zone The applicable map is 35005C1370D. Effective Map Date = 9-25-2009. The recent flood showed that the railroad berm and adjacent trestle caught water and backed up a large area to the west of subject. There is no known remedy for that situation. The subject site must henceforth be considered an iffy candidate for development and use. Full disclosure of the past flooding would be necessary to any party considering use of the property.

Comments

The subject site is a centrally located commercial zoned tract that would previously have been considered a good location for a service shop or distribution warehouse etc. The Subject building flooded to a depth of about four feet In October of 2024 and the whole site was covered in floodwater. More importantly, the area was widely publicized as a catch basin for backed up floodwater. In my opinion, no tenant or investor would buy or plan to use the subject property in the next several years. A new

Ed McClelland, Appraiser

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owner will probably wind up paying for demolition of the large shop at some point. An owner-occupant might well buy subject and use the land or building for their particular use. National flood policies might prohibit all use of the property. Lenders would be very leery of loaning on the subject property in the foreseeable future.



TWELFTH STREET

Tr. A
(S12-46)

Property Line

Landscaping
Encroachment

Fence Encroachment

Morris E. & Holly K.
Schertz
4136061075130

City of Roswell
4136061096124

46,015 SF
Usable

Usable

187' Usable

Railroad Trestle
Acts As A Dam

AT&T/BNSF RAILROAD

River Channel
Bike Path

VACATED ELEVENTH
STREET PER PLAT
BOOK L PAGE 11

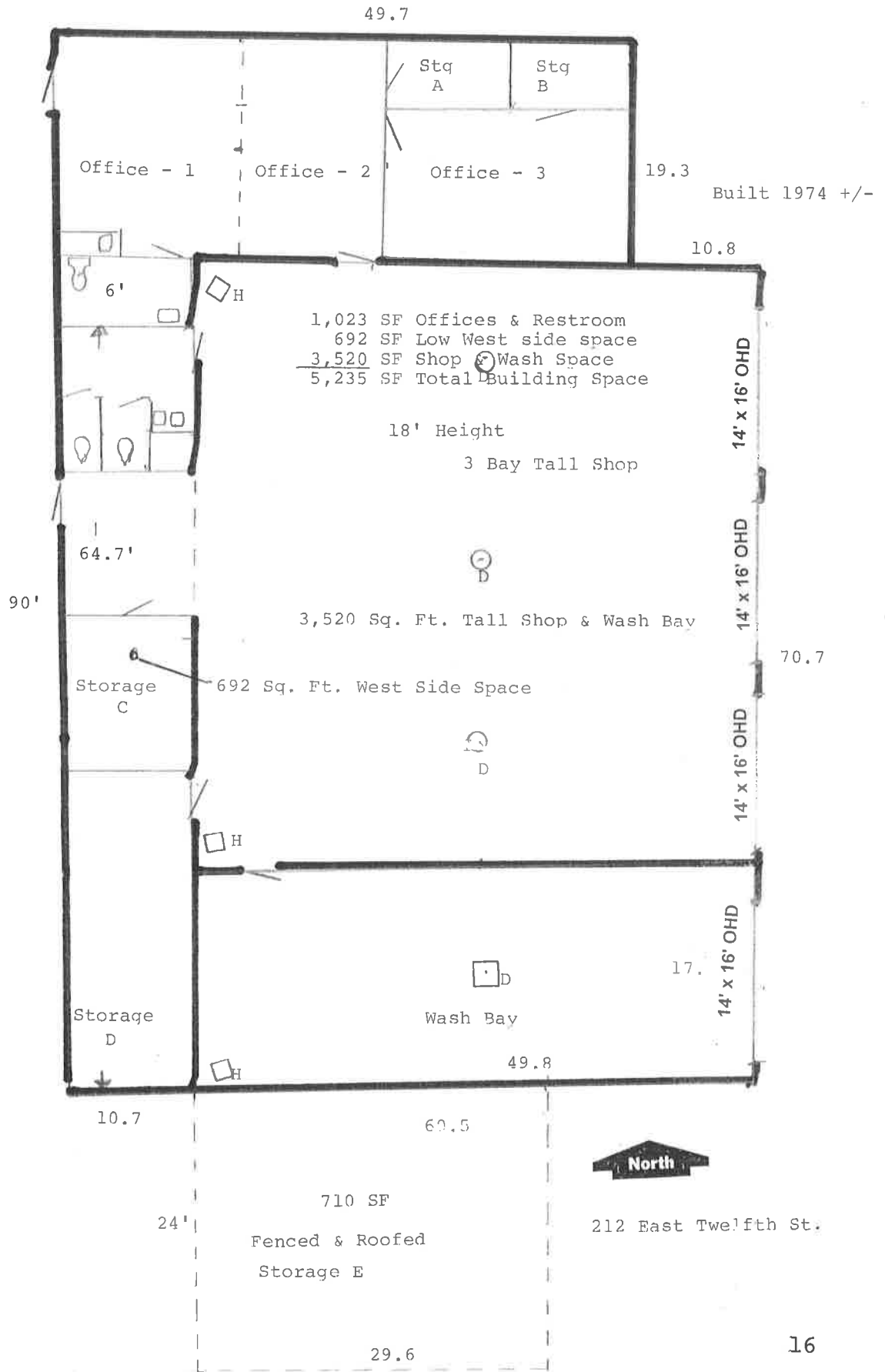


Westerly façade looking northeast.



Easterly façade looking west.

BEFORE PHOTOS



DESCRIPTION AND ANALYSIS OF THE PROPERTY IMPROVEMENTS

PROPERTY TYPE:	Single use office/shop building.
BUILDING SIZE:	5,235 square feet total. 1,023 square feet office area. 3,520 sq. ft. tall shop & wash bay. 692 sq. ft. lower storage & restrooms
BUILDING AGE:	Probably built in 1974. 50 Years.
FOUNDATION:	Concrete slab.
EXTERIOR WALLS:	Cinderblock. 18' Shop height.
ROOF:	Built up tar & gravel roof. Reportedly leaking and possibly affected the trusses.
FLOORS:	Concrete.
HEATING & AIR CONDITIONING:	Old gas forced-air heating system in the offices. No longer functional. Three old suspended gas heaters. Probably no long functional. No shop air conditioning except open doors.
PLUMBING:	Two old restrooms. Four old shop floor drains. The main shop drains appear to be plugged up. All plumbing is iffy at best due to age. There was one office wet sink previously in use.
SITE IMPROVEMENTS:	Paved parking lot. Some landscaping on westerly land not owned. Tall chain link fence with top rail and three barb wire strands. The south and east sides are substantially damaged.
WIRING AND AIR SERVICE:	There is some 220 Volt wiring and some airline piping in place.

PROPERTY CONDITION:

Poor. Subject is unusable without roof work, extensive plumbing work and HVAC replacement in the office area. The wall and roof joints between the tall shop and shorter west section show extensive separation notable on the southwest corner. In my opinion, the westerly shorter section of subject contributes little or no value at this time. Subject's fences and parking lot were substantially damaged by the flooding.

ASBESTOS:

No asbestos issues were noted.

FUNCTIONALITY:

Fair before the flood. Probably unusable after the flood.

Comments

The subject property is a plain truck service shop with office rooms that were extensively used in years past. It appears that the building age of fifty years had resulted in marginal plumbing and HVAC before the flood. The shop doors are old and rusty.

A covered storage area totaling about 3,000 square feet was fully usable before the flood. At least half of it is no longer usable and the whole thing adds little value in its as is status.

A roofed and fenced in storage area attached to the south wall is not considered to contribute any current value.

A joint between the lower section and tall shop has partly separated on the west side of the building. This situation is adverse to the marketability of the property and is a potential source of repetitive water intrusion into the building.

HIGHEST AND BEST USE ANALYSIS

Highest and Best Use is defined as:

The reasonably probable use of property that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

This definition is from the Dictionary of Real Estate Appraisal, Sixth Edition, page 109, published by the Appraisal Institute in 2015.

Highest and Best Use of the Land if Vacant

The subject site is a slightly sloping I-1 zoned site. It could previously and could still be used for a large variety of commercial and light industrial uses.

Due to the recent flood, a new proposed improvement would have to be built to meet all flood related building code items. In the subject instance, a new building might have to have all floors raised to the three or four foot level or thereabouts. The recent flood clearly showed that subject is a flood prone location due to the railroad berm and trestle that abut the property.

The highest and best use of the subject land, if vacant, would be development of a sales and service facility.

Highest and Best Use of the Improved Subject Property

Communities nationwide pretty much have to adopt FEMA flood plain regulations and apply most of their redevelopment or new construction policies as they relate to construction and repairs to properties in flood prone areas.

FEMA's 50% Rule applies to Roswell and the subject property after the October 18/19 major flood. The subject property needs repairs and upgrading expected to cost at least \$185,000. The contributory market value of the improvements allowed in the FEMA 50% rule calculations was estimated herein at only \$69,000 because the property was in poor condition and is approximately 50 years old.

Subject was flooded to a depth of 3-4' in the recent flood. Any reconstruction would have to meet all applicable flood plain and construction codes. Due to the nature of the subject improvements, there is no current contributory value beyond a token amount for fencing that can still be used.

The FEMA 50% rule appears to result in a prohibition on reconstruction of the subject improvements unless they can be made to meet flood resistant code requirements. As a practical matter, all of the potential future use of the existing building which could have been expected from the subject property, is lost to flood prone area preventative regulations established by Congress and FEMA.

In the current instance, the subject property was the location of a floodwater backup due to the railroad roadbed and trestle situated at the corner of the subject site. This factor made local and state news because new and used vehicles from a nearby car dealer and the community convention center floated down to the railroad trestle and had to be pulled out of the "pond" that backed up west of the railroad trestle. In my opinion, this is a rare case where the value of land is diminished substantially because its use is restricted and adverse publicity and flood zone mapping will likely hold down the value of the subject parcel for a very long time.

THE APPRAISAL PROCESS

The estimation of real estate value is based principally on three approaches to value: the Cost Approach, the Sales Comparison Approach (also called Market Approach) and the Income Approach. Utilizing commonly accepted appraisal methods and techniques, an indication of value is reached based on the analyses contained in and the credence afforded each approach to value.

The three approaches to value are defined as follows:

Cost Approach – “A set of procedures through which a value indication is derived for the fee simple estate by estimating the current cost to construct a reproduction of, or replacement for, the existing structure, including an entrepreneurial incentive or profit; deducting depreciation from the total cost; and adding the estimated land value.” Source: The Dictionary of Real Estate Appraisal, Sixth Edition, page 54, published by the Appraisal Institute in 2015.

Sales Comparison Approach – “The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale price (or unit prices, as appropriate) of the comparable properties based on relevant market-derived elements of comparison.” Source: The Dictionary of Real Estate Appraisal, page 207.

Income Capitalization Approach – “Specific appraisal techniques applied to develop a value indication for a property based on its earning capacity and calculated by the capitalization of property income. Source: The Dictionary of Real Estate Appraisal, page 115.

Special Situations

Roswell had a major flooding event during the night of October 19th and 20th of 2024. That flood has triggered city adoption and implementation of several FEMA flood related provisions that regulate continued and future use of flood prone properties. The subject property was adversely affected by the local flooding and its location next to a local railroad berm, bridge and trestle were widely publicized. Several cars from a nearby auto dealership floated down to the ponded area by the railroad bridge trestle. The existing older shop building on the subject site is unlikely to be usable by a future buyer of the property even if someone wanted to rehab the property.

COST APPROACH

This concept of appraisal logic is based upon the assumption that value strongly reflects the cost of building a substitute property on a similar site. In the case of aged properties, it is assumed that prudent individuals would recognize some value loss (depreciation) due to property deterioration or aging in general, and functional obsolescence or externalities when they are present.

The steps in the Cost Approach to value are:

- 1) Estimate the market value of the subject site.
- 2) Estimate the replacement or reproduction cost of the improvements.
- 3) Analyze the property and estimate accrued depreciation due to aging, wear and tear and obsolescence if present. Consider locational aka economic obsolescence factors and determine whether subject is adversely affected by its location when compared to other properties and locations.
- 4) Deduct the depreciation estimate from cost new estimate to arrive at depreciated cost.
- 5) Add the site value to the depreciated cost figure to obtain a value indication.

The cost approach was applicable and was developed. Depreciation was considered and deducted as appropriate.

Depreciation Definitions and Causes & FEMA's 590% Rule

Depreciation: In appraisal, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date. (Dictionary Of Real Estate Appraisal [DRE], Sixth Edition, published by the Appraisal Institute in 2015, page 63.)

Physical Deterioration: The wear and tear that begins when a building is completed and placed into service. DRE, page 170.

Obsolescence: One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or external factors that make a property less desirable and valuable for a continued use; may be functional or external. DRE, page 161.

Functional Obsolescence: The impairment of functional capacity of improvements according to market tastes and standards. DRE, page 97.

Externalities: The principle that economies outside a property have a positive effect on its value while diseconomies outside a property have a negative effect upon its value. DRE, page 83.

External Obsolescence: A type of depreciation; a diminution in value caused by negative external influences and generally incurable on the part of the owner, landlord, or tenant. DRE, page 83.

The definitions cited above are all from the Dictionary Of Real Estate Appraisal, [DRE] Sixth Edition, published by the Appraisal Institute in 2015 with pages referenced.

FEMA's 50% Rule Impact

The FEMA 50% rule essentially says that if the cost of repairs to return the major improvement portions of a damaged property to its prior condition exceeds 50% of the **market value** of those same improvements BEFORE the flood or loss event; then the structure must be repaired or upgraded using flood or loss resistant materials and construction work, and that work must meet current flood related construction codes **and** the normal construction codes of the current time period. If the repairs cannot be made at a cost under 50% of their preflood value; then 1) the owner must spend whatever is needed to meet applicable building codes, or 2) tear the building down, or 3) sell the property with full disclosure to someone who can and agrees to rebuild and meet all applicable requirements.

LAND VALUE ESTIMATE

Subject has a unique set of features that include a central location within the community on the edge of the downtown core, a side street address just off an arterial street, industrial zoning which allows a great many commercial and light industrial uses, and a site that is clearly within our known flood zone.

Twenty land sales that incorporate and reflect some of the subject property characteristics are cited on the Chart A Comparable Land Sales chart included in this section. Their locations are marked on the included map.

Industrial property land prices in our area can run down to a few thousand dollars per acre for edge of town properties and up to \$1.00 to \$2.00 per square foot for smaller properties with good locations and utilities.

I considered the attached land sales to arrive at my final land value estimate, giving consideration to the positive and negative attributes of the subject site and the estimated near term impact on its market value and marketability.

ROSWELL

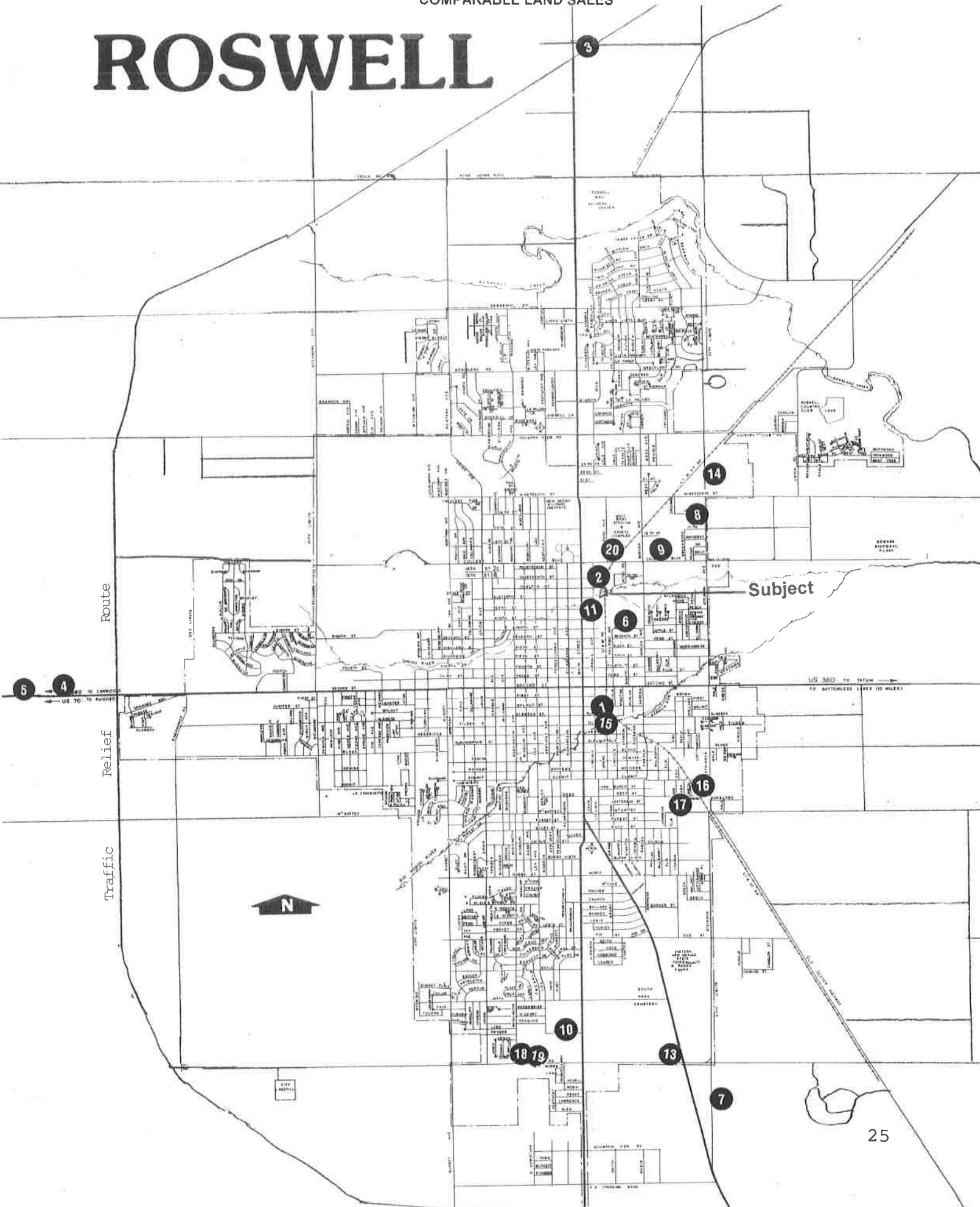


CHART A

COMMERCIAL LAND SALES

Comp	Closing Date	MLS # or Deed ID	Address or Approx. Location	Buyer(s)	Land Sale Price	Land Size in SF	Land Size in Acres	Sale Price Per Sq. Ft.	Comments
1	9/14/2016	WD731225	205 East Alameda	Lopez,Evaristo	\$30,000	29,700	0.682	\$1.01	Corner parcel fld zone
2	2/28/2017	D1801787	1305 N. Virginia	PT Productions, Inc.	\$95,000	122459	2.810	\$0.78	Lrg sloping midblock site.
3	11/7/2017	D794P979	6112 Cumbres	Quality Cast, LLC	\$8,000	36,660	0.842	\$0.22	Far Edge of Town land
4	4/1/2018	D7861225	4719 W. Second	Redden	\$40,000	153745	3.529	\$0.26	Good site on far west side.
5	4/27/2018	MLS101829	4906 W. Second	Vltchinski	\$45,000	165,305	3.780	\$0.27	Corner on far w edge Roswell
6	9/20/2018	MLS102875	800 N. Garden	Tuscany	\$160,000	478,724	10.990	\$0.33	Land south of sale barn
7	7/16/2019	MLS171519	S. Atkinson near Jail	Grado	\$58,500	694,782	15.950	\$0.08	Lrg edge of town parcel
8	8/2/2019	MLS102716	1800 N. Atkinson	Barejas	\$80,000	88,559	2.033	\$0.90	Typical Industrial Landin City Limit
9	12/26/2019	MLS190065	611 E. College	Redmex Inv.	\$250,000	613,379	14.081	\$0.41	Prairie Dog Tract. N Side
10	1/8/2020	MLS101828	3200 Blk S. Main	Nasrallah	\$160,000	871200	20.000	\$0.18	Large tract. Aerial Location
11	10/8/2020	WD731225	910 N. Virginia	Jesse McDaniel	\$35,000	9,700	0.223	\$3.61	Corner bought with adjacent office
12	11/2/2020	202007760	1302 E. 19th	Jeremy Kohler	\$105,000	88,559	2.033	\$1.19	Corner of 19th & Atkinson
13	6/1/2021	MLS200657	515 E. Brasher	Admiral Beverage	\$225,000	1,029,445	23.630	\$0.22	Lrg parcel for beer warehouse
14	1/19/2022	MLS202021	1905 N. Atkinson	Burson, Jessica	\$37,500	22,241	0.551	\$1.56	Small arterial Midblock lot.
15	6/20/2022	MLS190695	205 East Alameda	Lopez,Evaristo	\$65,000	29,700	0.682	\$2.19	Corner parcel. Partly filled site.
16	7/1/2022	7221000	1000 S. Atkinson	Hilton, Robert	\$130,000	516,447	11.856	\$0.25	Lrg parcel for towing & salvage yd
17	7/27/2022	MLS202021	901-907 E. McGaffey	Miranda	\$45,000	50,400	1.157	\$0.89	Four adjacent urban lots
18	1/13/2023	MLS201624	505 W. Brasher	Sliva, Alfredo	\$100,000	414,000	9.572	\$0.24	Lrg square tract by PO
19	5/31/2024	MLS20235315	505 W. Brasher	Jaramillo, Theodore	\$400,000	414,000	9.572	\$0.97	End user sale for self stg units
20	6/25/2024	202404097	301 E. College	Dollar General	\$135,000	67,518	1.550	\$2.00	Irreg. Corner near Wool Bowl
Subject					Estimated Market Value				
212 E 12th					\$46,000	46,015	1.056	\$1.00	Shown to be a flooding risk.
Subject Property 3/10/2025									

Land Value Conclusion

I gave the most weight to land comparables #1,2, 6, 8, 9, 15, 17 and 19. None of the sales directly reflected the flood zone status of subject, however, sale #1 at 205 East Alameda had some indication of topography and flood zone exposure.

Sale #1 sold in 2016 from out of town owners to a local architect. The site was low lying land that needed fill which was later done by the first buyer. Land comparable # 1 sold for \$1.01 per square foot on 9/14/2016. This same site was improved by constructing a raised building site on the tract. It resold 6/20/2022 for \$2.19 per square foot. That increase was \$1.18 per square foot and 217% of the original sale price over the 5.75 year time period between the sales. Monetary inflation at 3% per year would account for approximately 23% of the increase leaving 94% of the increase that could reflect the partial improvement in topography due to partial site fill placed on the site. I have therefore concluded that there is a probable 94% adjustment needed to a flood prone site compared to a similar site without the flooding risk.

I estimate that the subject site without its flood zone label and risk would be worth approximately \$2.00 per square foot currently. In the near term I estimate that an adjustment of 94% would apply to subject.

Therefore: \$2.00 per SF divided by 1.94 = \$1.03 per SF Current Indication

I have therefore concluded that the indicated value of the subject I-1 zoned high flood risk site is approximately \$1.03 per square foot which I have rounded to \$1.00 per square foot. Much of the land fenced within the existing fence was an encroachment onto the alley and the adjacent property to the west. Unusable land in the bike path and North Spring River channel was deducted from subject to get to the owned and usable land area of 46,015 +/- square feet.

So: Owned Land - 46,015 Sq. Ft. @ \$1.00 / SF = \$46,015 Called \$46,000

ESTIMATED SITE VALUE

\$46,000

CHART B

COST APPROACH SUMMARY IMPROVEMENT VALUE CALCULATION BEFORE THE FLOOD

Combo worksheets 2025
50% Rule Calculations
212 E. 12th

50% Rule Calculations 212 E. 12th		Depreciation Estimates & Calculations							
Item/Component	Sq. Ft.	Estim. Cost/SF	Estimated Physical Replacement		Deprec. \$	Functional Obsolescenc %	Externalities \$	Estimated Contributory Value	
			Cost New	%					
Year Built 1974; Age = 50 +/-			10/18/24					10/18/24	
Office & RR Space	1023 @	\$90.00 =	\$92,070	75	69053	0	0 10	9207 13811	
Tall Shop Space	3520 @	\$85.00 =	\$299,200	75	224400	0	0 10	29920 44880	
Short West Section	692 @	\$75.00 =	\$51,900	75	38925	10	5190 10	5190 2595	
Subtotal Building Space									
Fenced Stg at Building	710 @	\$25.00 =	\$17,750	65	11538	20	3550 10	1775 888	
Tin Roofed Canopy & Floor	3000 @	\$10.00 =	\$30,000	65	19500	0	0 10	3000 7500	
Fencing & Gates			\$0	65	0	0	0 10	0 0	
Concrete			\$0	65	0	0	0 10	0 0	
Asphalt Paving			\$0	65	0	0	0 10	0 0	
Landsacaping			\$0	65	0	0	0 10	0 0	
Total Improvement Fiures			\$490,920		\$363,415		\$8,740	\$49,092 \$69,673	

Called

\$70,000

Appraised Value of the Improvements Before the Flood
Using the EEMA 50% Rule

Ed McCalland
2-28-2025

CHART C

FEMA 50% Worksheets
Repairs needed
212 E. 12th

2025
Appraisers
Estimated
Repair
Cost

Item/Component	Sq. Ft.	
Architect & Engineering Fees		\$5,000
Demolition Work		\$10,000
Roof Replacement		\$50,000
Electrical Work & Fixtures		\$10,000
Fencing & Gates		\$15,000
Remove & Replace Asphalt Paving		\$30,000
Replace sewer lines		\$10,000
Refinish Office		\$15,000
Redo Restrooms		\$20,000
Replace HAVAC		\$15,000
Seal Wall & Roof Joint Problem Areas		\$5,000
Total Repair & Improvement Cost	5235	\$185,000
Cost Allocated to Total Building SF	\$35.34	

FEMA 50% RULE CALCULATION

$$\frac{\text{Repairs Needed } \$185,000}{\text{Improvements Before Value } \$70,000} = 264.29\%$$

SO: SUBJECT MAY ONLY BE REPAIRED OR REBUILT TO FULL FLOOD STANDARDS

* The building will therefore have to be demolished

Demolition and disposal Cost.

\$10,000
Minimum

L. M. McCallum
2-28-2025, 29

CHART D

COST APPROACH SUMMARY
CURRENT VAUE WITH FEMA 50% RULE APPLIED

Combo worksheets 2025
AFTER FLOOD VALUE
212 E. 12th

Depreciation Estimates & Calculations													
Item/Component	Sq. Ft.	Estim. Cost/SF	Estimated Physical Replacement		Deprec. %	Functional Obsolescenc		Externalities	Estimated Contributory Value		FEMA Rule	2/28/25	2/28/25
			Cost New	%		\$	%		\$	%			
Year Built 1974 +/-, Age = 50													
After Value - Flood Damaged w FEMA 50% Rule Applicable													
Office & RR Space	1023 @	\$90.00 =	\$92,070	75		69053	0	25	23018	0			
Tall Shop Space	3520 @	\$85.00 =	\$299,200	75		224400	0	25	74800	0			
Short West Section	692 @	\$75.00 =	\$51,900	75		38925	10	15	7785	0			
Subtotal Building Space													
	5235	\$84.65											
Fenced Stg at Building	710 @	\$25.00 =	\$17,750	65		11538	20	15	2663	0			
Tin Roofed Stg Canopy & Floor	3000 @	\$10.00 =	\$30,000	65		19500	0	35	10500	0			
Fencing & Gates			\$20,000	65		13000	0	35	7000	0			
Concrete			\$5,000	65		3250	0	35	1750	0			
Asphalt Paving			\$30,000	65		19500	0	35	10500	0			
Landsacaping - not owned			\$0	65		0	0	10	0	0			
Demolition & Disposal Fees													
Total Improvement Fgiures			5235	SF		\$399,165			\$8,740	\$138,015			
Add: Estim. Land Value			46015	Sq. Ft.									
2/28/2025													
Total Cost to Replace Subject on its Site													
						\$591,920							
Total Estimated Current Value													
2/28/2025 with FEMA 50% Rule Considered													
INDICATED VALUE FROM THE COST APPROACH													

-10000

(\$10,000)
\$46,000

\$36,000
Called
\$36,000

Ed McCalland
2-28-2025

RECONCILIATION AND FINAL VALUE CONCLUSION

The indications of AS IS value for the subject property were:

Site Value – After the Flood	\$ 46,000
Estimated Improvement Value Before the Flood	\$ 70,000
Estimated Cost of Repairs	\$185,000
Cost of Repairs Divided By Before Value – Improvements	264%
Minimum Cost of Demolition & Disposal	\$ 10,000
Estimated Bare Land Value	\$ 46,000
Less: Demolition & Disposal Cost	\$ 10,000
AS IS Indication from the Cost Approach – Under FEMA Rule	\$ 36,000

The cost approach is the only truly applicable analysis that reflects current market conditions and the impact of the FEMA 50% Rule. The analyses summarized herein formed the basis for my value conclusion and the steps in my evaluation.

My final value conclusion for the subject property was based on the value of an old property located in a flood hazard zone. Based on a professional analysis of the subject property, it is the opinion of the appraiser that the "AS IS Market Value" of the subject property, estimated as of February 28, 2025 was

THIRTY SIX THOUSAND DOLLARS

\$36,000


Ed McClelland, NM 171-G

CERTIFICATION

The appraiser certifies and agrees that:

1. The appraiser has no present or contemplated future interest in the property appraised; and neither the employment to make the appraisal, nor the compensation for it, is contingent upon the appraised value of the property or any future action or event subsequent to the appraisal.
2. The appraiser has no personal interest in or bias with respect to the subject matter of the appraisal report or the parties in title.
3. The appraiser has personally inspected the subject property. To the best of the appraiser's knowledge and belief, all statements and information in this report are true and correct, and the appraiser has not knowingly withheld any pertinent information.
4. This appraisal report sets forth all of the limiting conditions (imposed by the terms of the assignment or by the undersigned) affecting the analyses, opinions, and conclusions in the report.
5. The value conclusion reported herein has been developed in accordance with traditional appraisal procedures as they apply to a specific property and market situation following our recent flooding. See "Scope" for additional detail.
6. All analysis, conclusions and opinions set forth in this appraisal were personally prepared by the undersigned.
7. As of the date of this report, I am currently certified under requirements of the appraiser continuing education program of the State of New Mexico.
8. This appraisal was based upon observed conditions from a layman's point of view and is not based on any technical expertise in plumbing, roofing, mechanical or electrical systems.
9. FEMA requirements generally dictate that communities adopt rebuilding restrictions for flood prone areas that may effectively reduce the value of a parcel of land or of an otherwise repairable property. This appraisal makes a good faith effort to reflect probable market impacts.

Appraiser: Ed McClelland Date: 3-12-2025
Ed McClelland, NM171-G

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Ed McClelland, Appraiser

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This report is subject to the following assumptions:

1. The legal description utilized is assumed to be an adequate description of the subject property. Subject has less usable land than its full legal description due to land dedicated to our local hike and bike trail and the North Spring River Channel. The usable owned land area figure used was determined by utilizing aerial photos and may not match the fenced area or deed descriptions.
2. No responsibility is assumed for matters which are legal in nature. Subject's title is assumed to be marketable and free of liens. No effort was made to check for adverse subdivision covenants, zoning limitations or deed restrictions unless otherwise mentioned in the report. It is assumed that no adverse usage restrictions or conditions exist unless specifically mentioned. It is assumed that there are no hidden or unapparent easements, conditions of the soil, structure, or mechanical equipment or systems which would render the subject more or less valuable.
3. The subject property is located in a mapped flood hazard zone and it has recently flooded in an unusual rain event. Nationwide FEMA regulations require governmental entities to adopt building and redevelopment standards that can prohibit reconstruction of partly damaged properties or dictate demolition of some structures. This appraisal reflects the appraiser's current understanding of those policies, but it is not guaranteed to be accurate in every aspect.
4. It is assumed that the subject roof is in poor condition as represented by the City and previously provided photographs and reports on the roof. I assume that subject's HVAC units and plumbing were on the back 30% of their useful life. No responsibility is assumed for inspections, surveys, or engineering which might be required to discover or detail any adverse factors that were not readily apparent.
5. The subject's title is assumed to be a fee simple estate. In the short term, the appraiser assumes that marketability of the subject's land and improvements have been adversely affected by its flood status.
6. The value estimate in this report is in the purchasing power of the dollar as of the date of valuation.

This report is subject to the following limiting conditions:

1. No liability is assumed for any condition or variance that a true and correct survey might reveal. Any land size not based on a recorded plat or survey shall be considered an approximation.
2. The information contained in this report was obtained from sources the appraiser believes reliable, but its authenticity and accuracy is not guaranteed. Secondary confirmations and verifications were made only where a special need was indicated. All local comparables used in this report were viewed from the street by the appraiser.
3. The appraiser has made no survey of the property. Any drawings provided by the appraiser were made only to provide the reader with a visualization of the property layout as seen from a layman's viewpoint.
4. The distribution of the total valuation in this report between land and improvements applies only under the current use of the property. The allocation of value for land and improvements may be invalid if used for any other appraisal.
5. The appraiser is not required to give testimony or appear in court regarding this appraisal unless previously arranged. Any court ordered appearance regarding the appraisal will be charged to the responsible party at a professional hourly rate.
6. This appraisal report and detail was sized and documented in line with the size of the property , its current status, and its intended use.
7. Possession of this report does not carry with it the right of publication or template use. It may not be copied for any use not directly related to the purpose and intended use of the report cited herein.
8. The conclusions and contents of this appraisal are the property of the client and are kept confidential unless released by the client.

APPRAISER QUALIFICATIONS

EDWARD W. MCCLELLAND
NM General Certified Appraiser License #171-G

701 South Cedar Avenue
Roswell, New Mexico 88203
E-mail: mcclelland@zianet.com
Office 575-624-2828
Mobile 575-420-2546

EDUCATION

Graduate - New Mexico State University - 1971
Bachelor of Science - (Agriculture Economics and Business)

GENERAL CERTIFIED APPRAISER – NM License #171G

General Certification allows the holder to appraise all types of commercial property, as well as residential property.

APPRAISAL COURSES

Farm and Ranch Appraisal - New Mexico State	1971
Real Estate - Introductory Course - NMSU	1971
"Introduction to Appraising Real Property"	
Course 101 - SREA, by exam	1973
"Single Family Residential Appraisal"	
Course VIII - AIREA	1974
"Principles of Income Property Appraising"	
Course 201 - SREA	1974
"Urban Properties" (Income Property Case Studies)	
Course II – AIREA	1978

PROFESSIONAL OFFICES HELD

Secretary/Treasurer - Albuquerque SREA Chapter #114 (1977-79)
President - Albuquerque SREA Chapter #114 (1980-81)
Director - Albuquerque SREA Chapter #114 (1981-82)
Admissions Chairman - Albuquerque SREA Chapter #114 (1981-82)
Secretary/Treasurer - Pecos Valley SREA Chap. #115 (1983-84)
Director - West Texas/NM AIREA Chapter #39 (1985)
Vice-President - Pecos Valley SREA Chapter #115 (1984-86)
Admissions Chairman - Pecos Valley SREA Chapter 115 (1984-86)
President - Pecos Valley SREA Chapter #115 (1986-88)
Treasurer – Roswell Association of Realtors (2005-06)
Director – Roswell Chamber Of Commerce (2004-2007)
Director – Main Street Roswell (2002-2009)

APPRAISAL EXPERIENCE – Ed McClelland

Residential Appraiser and Assistant Loan Broker, Mercantile Investment Company, El Paso, Texas 1972-74

Residential and Commercial Appraiser, Dan D. Swearingin (MAI, SREA), Albuquerque, New Mexico 1975-79

Appraiser and Residential Department Manager, Brooks/Lomax & Associates, Inc., Albuquerque, New Mexico 1979-82

Owned and operated Ed McClelland & Co., Roswell, New Mexico, a full service real estate appraisal firm from 7/82 - 3/96.

Appraiser and Qualifying Real Estate Broker - Western Land Realty. Roswell, New Mexico. 1996 to 1999. 95%+ Appraising

Appraiser, Broker & Property Manager - Ed McClelland & Company. 2000 - 2021. 50% Commercial Property Management and 50% Appraisals.

Appraiser & Real Estate Broker, Ed McClelland & Company. Primarily doing appraisals. September 2021 – Present

OTHER QUALIFICATIONS

Licensed New Mexico Real Estate Broker.

Realtor Member of National Association of Realtors.

Realtor Member of the Roswell Board of Realtors & MLS.

SRA Designation earned in 1979. Did not renew after 1994.

RECERTIFICATION

The New Mexico Appraisal Board has a mandatory program of continuing education for its licensed members. I currently meet all applicable licensing and recertification requirements and am in good standing with the New Mexico Appraisal Board.

LICENSE EXPIRATION DATE

My general certified appraisal license NM #171-G expires on April 30, 2025.

PARTIAL LIST OF APPRAISAL SEMINARS TAKEN – Ed McClelland

Valuation of Hotels & Motels - AIREA	1984
Depreciation Analysis - SREA	1985
Highest and Best Use - AIREA	1985
Easement Valuation Seminar - IRWA	1986
Applied Sales Comparison Approach Seminar AIREA	1988
Litigation Valuation Seminar - AIREA	1989
Farm Valuation Seminar - AIREA	1989
Reviewing Appraisals - AIREA	1990
Appraising Troubled Properties - Appraisal Inst.	1992
Appraisal Regulations Federal Banking Agencies AI	1992
Subdivision Analysis - Appraisal Inst. - 7 Hours	1993
Environmental Risk - Appraisal Inst - 7 Hours	1994
Data Confirmation & Verification Methods - AI 7 Hours.	1996
Automated Valuation - McKissock Data Seminars - 8 Hours	1999
Special Purpose Properties, Appraisal Institute - 7 Hours.	2001
Feasibility Analysis & Options, Appraisal Institute, 7 Hours.	2002
Adverse & Detrimental Conditions, App. Inst, 7 Hours	2002
Appraising Natural Resources, Appraisal Institute, 7 Hours	2002
Expanding the Scope of Work, Appraisal Institute, 7 Hours.	2003
Condemnation Appraisals, Appraisal Institute, 16 Hours	2003
Manufactured Housing, Appraisal Institute, 7 Hours	2004
Mathematically Modeling RE Data, App. Inst., 7 Hours	2004
Rates and Ratios, Appraisal Institute, 7 Hours	2004
Appraisal Trends, McKissock Seminars, 7 Hours	2006
Relocation Appraisal is Different, McKissock, 7 Hours	2006
Evaluating Commercial Construction, App Institute, 16 Hours	2006
Federal Land Acquisitions, Appraisal Institute, 16 Hours	2007
Subdivision Appraisals, Appraisal Institute, 7 Hours	2007
Office Building Valuation, Appraisal Institute, 7 Hours	2008
Declining Markets & Sales Concessions, AI, 7 Hours	2009
The Lending World In Crisis, App Institute, 7 Hours	2010
Reviewing Commercial Appraisals, App Institute, 7 Hours	2011
Reviewing Residential Appraisals, McKissock, 7 Hours	2011
The Uniform Appraisal Dataset, App Institute, 7 Hours	2011
Evaluating Residential Construction – App Institute, 7 Hours	2012
Practical Regression Using Excel, – App Institute, 14 Hours	2012
Litigation Appraising: Specialized Topics & Applic. AI 15 Hours	2014
FHA Appraising For Valuation Professionals – AI 7 Hrs.	2016
Using Excel To Analyze & Support App Results – AI, 7 Hours	2017
Solving Land Valuation Puzzles, App Institute, 7 Hours	2018
Stats, Graphs & Data Science, AI & G. Dell, 14 Hours	2018
How Tenants Create or Destroy Value - AI, 7 Hrs.	2019
The FHA Handbook 4000.1, McKissock Learning, 7 Hours	2021
Mortgage Lending Appraisal Reqs: FNMA & FHLMC, McKissock	2021
Transferred Value – Appraisal Institute, 7 Hours	2022
Attacking & Defending an Appraisal in Litigation, AI, 7 Hours	2022
Practical Application of Fundamental Analysis, AI, 7 Hours	2023
National USPAP Update Course – SFMRA, 7 Hours	2024



NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

State of New Mexico



Real Estate Appraisers Board

HEREBY CERTIFIES THAT

Edward W. McClelland

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF
PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW
IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO

General Certified Appraiser

License No. 171-G

Issued 12/1/1990

Expires 4/30/2025

THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW

ARTICLE 38: I-1 LIGHT INDUSTRIAL DISTRICT

Section 1. Purpose

This district is intended to provide for light manufacturing, fabrication, assembly/disassembly, processing, and treatment activities conducted in a manner not detrimental to the rest of the community by reason of emission or creation of noise, vibration, smoke, dust or other particulates, toxic or noxious materials, odors, fire, explosive hazards, glare, or heat.

Section 2. Use Regulations

A. Permitted Uses are as follows:

1. Any use permitted in the C-2 districts, except for assisted living homes, group care homes, convalescent homes, and retirement centers, etc.
2. Any primary use which includes light manufacturing, fabrication, assembly/disassembly, processing or treatment of goods and products
3. Bottling works
4. Bus stations and terminals
5. Food and grain processing, canning, and storage, excluding meat, fish, and poultry
6. Gun clubs containing an indoor firing range
7. Machinery and service for farm, tractor and trailer rigs, and well drilling equipment
8. Outdoor theaters, drive-in
9. Parcel delivery, mail order services, and motor freight terminals
10. Wholesale distribution centers
11. Warehouses with outside storage
12. Welding
13. Automotive Repair, Heavy
14. Any other use meeting the intent of this Article and comparable with the above

B. Special Uses are as follows:

1. Airports, heliports, and aircraft landing fields
2. Hospitals and sanitariums
3. Livestock feed and sales yards
4. Oil and gas wells and pumping stations
5. Penal, correctional, and other institutions necessitating restraint of patients
6. Saw mills or other similar types of mills like pulp mills
7. Recycling activities in a structure with outside storage as a secondary use. Outside storage to be screened with an 8 foot high solid wall except for access openings, with a maximum opening of 16 feet with a solid gate(s)
8. Recycling center with outside storage as a principal use, such as a junk yards
9. Child care centers

ARTICLE 39: RESERVED

ARTICLE 30: C-2 COMMUNITY COMMERCIAL DISTRICT

Section 1. Purpose

This district is intended to provide for a wide variety of retail, personal service, wholesale office, and other general service types of uses for the consumer population of the entire community and, because of their heavy traffic generating characteristics, ability to stay open 24 hours per day and potentially detrimental appearance and performance, are located on the periphery of residential areas along collector and arterial street facilities.

Section 2. Use Regulations

A. Permitted Uses are as follows:

1. Any use permitted in the C-1 District
2. Amusement Parks
3. Athletic clubs/Gyms
4. Auditoriums/ Banquet halls/Convention/Exhibition Centers
5. Banks/Credit Unions/Financial institutions
6. Hospitality Establishments (Example: hotels and motels)
7. Liquor Service and Stores
8. Lodges, Clubs, Fraternal, Religious (No gun clubs)
9. Commercial Retail/Service stores
10. Rental Stores and Self-Storage Units
11. Professional Offices
12. Funeral Parlors/Crematorium
13. Golf courses
14. Animal hospitals, clinics, and kennels
15. Medical facilities/offices/centers
16. Newspaper and/or Magazine offices
17. Private or public parking lots/garages/decks
18. Government offices
19. Public or private utility/Service/radio/TV/cable
20. Restaurants/food/drink/lounges/liquor
21. Stadiums and arenas
22. Theaters, Indoor
23. Automotive Repair. Light with temporary outside storage utilizing no more than 20% of net area of the lot.
24. Carnivals, circuses or menageries; shall be located on a paved or hard pack surface and shall not occupy more than 10% of the required parking spaces for that location or business.
25. Vendors shall be located on a paved surface and shall not occupy more than 10% of the required parking spaces for that location or business.
26. Off-site sales shall be located on a paved surface and shall not occupy more than 10% of the required parking spaces for that location or business.
27. Any other use that meets the intent and purpose of this Article and is similar and comparable to those uses listed above.
28. Automotive Service Stations
29. Convenience Stores with Fueling Stations

B. Special Uses are as follows:

1. Any special use in the C-1 District
2. Airports/heliports/landing fields
3. Bottling works
4. Bus stations and terminals
5. Gun clubs with indoor firing range
6. Outdoor theaters, drive-ins
7. Outside storage as a principal use
8. Parcel delivery/mail order
9. Penal/Correctional institutions
10. Light welding and fabrication
11. Warehouses and/or storage units

Section 3. Land Development Standards

Properties located in this district which are located in the Old Municipal Airport (OMA) shall utilize the standards located in Article 68 (Design Guidelines – Old Municipal Airport) of the Zoning Code.

Section 4. Commercial Reserve Zones (OMA Area)

Properties designated as C-2 (R) are considered as being reserved until such time as other commercial parcels in the OMA Area have been developed. These designations are applicable to City-owned parcels in the OMA Area.

ARTICLE 31: RESERVED

ARTICLE 28: C-1 NEIGHBORHOOD COMMERCIAL DISTRICT

Section 1. Purpose

This district is intended to provide for retail and personal service types of uses of a limited nature for the consumer population of the neighborhoods in which they are located and is not intended for those types of uses that will either attract the consumer population of the entire community, attract large volumes of traffic, or have an appearance and performance that may be detrimental to the neighborhoods in which they are located. Permitted uses shall not exceed 7,000 square feet in gross floor area. Special Use Permits shall not exceed 10,000 square feet in gross floor area, except for parking lots.

Section 2. Use Regulations

A. Permitted Uses are as follows:

1. Accessory Living quarters for a single-family residential unit per each lot and shall not be for sale or lease separate from the principle use or for use involving the conduct of a business.
2. Barber/Beauty shops/Day Spas
3. Bed and Breakfast (5 units max, includes owner)
4. Boarding, Lodging Homes, or Hostels
5. Child care centers
6. Banks/Credit Unions/Financial institutions
7. Drugstores/Food Stores/Markets
8. Convenience stores without Fueling Stations
9. Retail Florists
10. Laundries/Dry Cleaning
11. Libraries and other public facilities
12. Museums and art galleries
13. Professional office not to exceeding 10,000 square feet in gross floor area
14. Recreational Buildings/Community centers
15. Music/Dance/Trade Schools
16. Any other use that meets the intent and purpose of this Article and is similar and comparable to those uses listed above

B. Special Uses are as follows:

1. Greenhouses
2. Automobile service stations
3. Public utility/service/television stations
4. Permitted uses in excess of 7,000 sq. ft. of gross floor area.
5. Parking lots, as a principal use.
6. Multi-Family Residential Units
7. Self -Storage Units
8. Religious Institution
9. Convenience stores with Fueling Stations

ARTICLE 29: RESERVED

mcclelland@zianet.com

From: Todd Verciglio <t.verciglio@roswell-nm.gov>
Sent: Wednesday, March 12, 2025 8:07 AM
To: mcclelland@zianet.com
Subject: Re: New Appraisal Needed-212 E 12th St.

Hello, can you please email me an approximate completion date for this appraisal?

Thank you,



TODD HOBBIT VERCIGLIO

City Manager | CITY OF ROSWELL

Phone: 505.763.1234 | T.VERCIGLIO@ROSWELL-NM.GOV

1000 W. 12th St., Suite 100, Roswell, NM 87068

SEEROSWELL.COM

FLYROSWELL.COM

From: mcclelland@zianet.com <mcclelland@zianet.com>
Sent: Tuesday, February 4, 2025 3:50 PM
To: Todd Verciglio <t.verciglio@roswell-nm.gov>
Subject: RE: New Appraisal Needed-212 E 12th St.

Tuesday 2/4/2025 I acknowledge receipt of your appraisal order and I will proceed with it.

A handwritten signature in blue ink that reads 'Ted McClelland'.

From: Todd Verciglio <t.verciglio@roswell-nm.gov>
Sent: Tuesday, February 4, 2025 10:20 AM
To: mcclelland@zianet.com
Subject: Re: New Appraisal Needed-212 E 12th St.

Hello and good morning! Please go ahead and **PROCEED** on getting this appraisal completed.

If you need access inside the gate to look at the building, please call Rudy at 1-575-910-5034 to coordinate letting you in.

PO# 22500149

From: mcclelland@zianet.com
Sent: Tuesday, January 7, 2025 12:17 PM
To: Todd Verciglio (t.verciglio@roswell-nm.gov)
Subject: 212 East 12th.

Todd: I sent a text message yesterday but here is an email quote for the needed appraisal.

I could do an appraisal of 212 East 12th which contains a building. At least two of the three usual approaches to value would be utilized. I could do the appraisal for a fee of \$1,080 tax included. Time frame. One week from order and start immediately.

Thanks for the inquiry. I did receive the prior file for review.

A handwritten signature in cursive script, appearing to read "Ted McClelland".







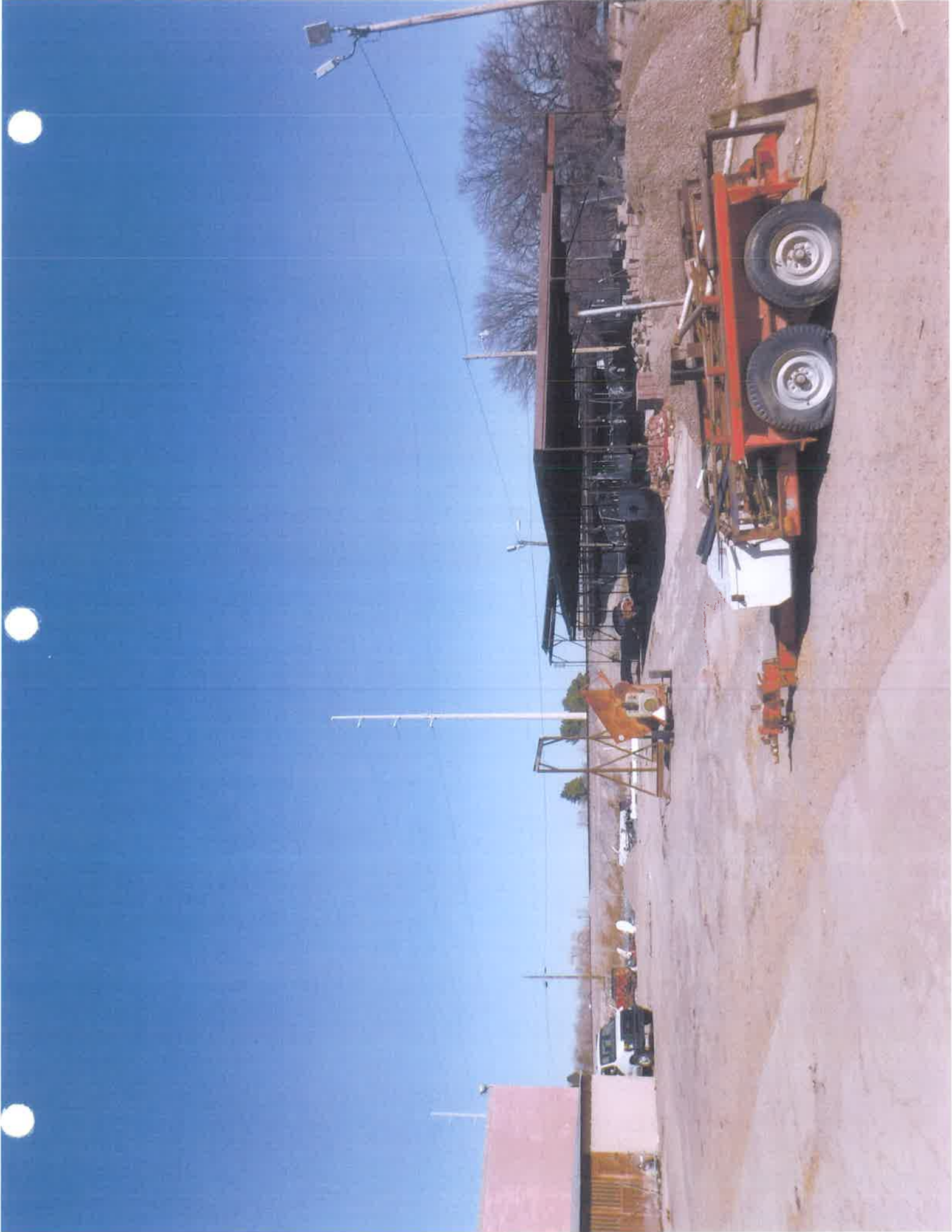




























ORDINANCE 25-XX

AN ORDINANCE FOR THE SALE OF REAL PROPERTY

WHEREAS, Seller, the City of Roswell, is the owner of a certain tract of real property which is described in more detail shown on Exhibit 1 attached hereto and made part hereof (the "Property") The Property has no current or future municipal use.

WHEREAS, Buyer, Mr. Jeffrey Miller desires to purchase the Property upon the terms, provisions and conditions hereinafter set forth, together with all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road, alley or way, whether opened to, in front of or adjacent to the Property, and together with all appurtenances, improvements, easement and/or hereditaments thereunto belonging; and

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

SECTION 1. **LOCATION:**

Lots 1-7, Block 16, N Spring River Addition to the City of Roswell, Chaves County, New Mexico, as filed for record on May 23, 1889, excluding portions of Lots 4, 5, 6, and 7 that have been vacated or otherwise dedicated for the North Spring River Channel and the Roswell Hike and Bike Path ("Property").

SECTION 2. **PURCHASE PRICE-** The total purchase price for the Property shall be Thirty-Six Thousand Dollars (\$36,000.00). The Purchase Price, shall be paid to Seller at closing as hereinafter defined (the "Closing"). This property was independently appraised at \$36,000.00, Exhibit 1.

SECTION 3. **PURPOSE AND INTENT** This ordinance is adopted for the purpose of selling real property owned by the City of Roswell that has no beneficial municipal purpose and places this property back on the tax rolls with a beneficial use to the community.

SECTION 4 **TERMS:** This property is sold in Fee Simple. All other conditions are as provided in Exhibit 1, Purchase and Sale Contract.

Section 5. **REPEALER:** 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 6. **SEVERANCE:** 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 7. **EFFECTIVE DATE:** This ordinance shall be effective Forty-Five (45) days after its adoption, unless a referendum election is held pursuant to NMSA 1978 Section 3-54-1 (E). A petition calling for a referendum election on the sale of this real property must be filed no later than thirty (30) days after the adoption of the ordinance and must comply with the requirements of

NMSA 1978 Section 3-54-1 (E). In the event that a referendum election is held, the effective date shall be as prescribed by statute.

PASSED, ADOPTED, SIGNED and APPROVED _____,

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST

Amalia Martinez, City Clerk

Purchase and Sale Agreement

This Purchase and Sale Agreement ("Agreement") is made and entered into as of October 2, 2025, by and between Mr. Jeffrey Miller, whose address is 7103 Forstevue Dr, Arlington, TX 76016 ("Seller"), and the City of Roswell, whose address is 425 N Richardson Ave, Roswell, NM 88201 ("Buyer").

1. Property Description

The property subject to this Agreement is described as follows: Lots 1-7, Block 16, N Spring River Addition to the City of Roswell, Chaves County, New Mexico, as filed for record on May 23, 1889, excluding portions of Lots 4, 5, 6, and 7 that have been vacated or otherwise dedicated for the North Spring River Channel and the Roswell Hike and Bike Path ("Property").

2. Purchase Price

The purchase price for the Property shall be Thirty-Six Thousand Dollars (\$36,000.00) ("Purchase Price"), payable in full at closing.

3. "As Is" Condition

3.1 Acknowledgment of Condition: Buyer acknowledges that Buyer has had the opportunity to inspect the Property and agrees to accept the Property in its current "as is" condition, with all faults and defects, whether known or unknown, without any representations or warranties, express or implied, by Seller.

3.2 No Representations or Warranties: Seller makes no representations or warranties regarding the condition, suitability, or fitness of the Property for any particular purpose. Buyer acknowledges that Buyer is relying solely on Buyer's own inspection and investigation of the Property.

4. Closing

4.1 Closing Date: The closing of the transaction contemplated by this Agreement ("Closing") shall occur 45 days following the effective date of the municipal ordinance required for sale of real property under NMSA 1978, §3-54-2 and Roswell Code §2-203 at a time and place mutually agreed upon by the parties.

4.2 Closing Deliverables: At Closing, Seller shall deliver to Buyer a duly executed and acknowledged quitclaim deed conveying the Property to Buyer, subject to all matters of record. Buyer shall deliver to the City a money order for the purchase price.

5. Title

5.1 **Title Examination:** Buyer shall have the right to examine the title to the Property. If any title defects are discovered, Buyer shall notify Seller in writing, and Seller shall have 30 days to cure such defects.

5.2 **Title Insurance:** Buyer will obtain a title insurance policy insuring Buyer's title to the Property at Buyers expense.

6. Risk of Loss

Risk of loss or damage to the Property shall remain with Seller until Closing. In the event of any material loss or damage to the Property prior to Closing, Buyer may elect to terminate this Agreement and receive a refund of any deposits made.

7. Default

7.1 **Seller's Default:** If Seller fails to perform any obligation under this Agreement, Buyer may terminate this Agreement and recover any deposits made, or seek specific performance.

7.2 **Buyer's Default:** If Buyer fails to perform any obligation under this Agreement, Seller may terminate this Agreement and retain any deposits made as liquidated damages.

8. Miscellaneous

8.1 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

8.2 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, relating to the subject matter hereof.

8.3 **Amendments:** This Agreement may be amended only by a written instrument executed by both parties.

8.4 **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures to Follow]

EXHIBIT A – Ordinance 25-XX



IN WITNESS WHEREOF, each of Seller and Purchaser here to has caused this Agreement to be duly executed as of the day and year first above written.

SELLER:

THE CITY OF ROSWELL, NEW MEXICO

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices to Seller:

425 N. Richardson

Roswell, NM 88201

PURCHASER:

Jeffrey Miller

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices to Purchaser:

7103 Forestview Dr.

Arlington, TX 76016

Legal Committee

Meeting Date: 10/23/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Resolution 25-XX: consider recommending adoption of Resolution 25-XX shall require the removal or demolition of two (2) 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 October 23, 2025.

STAFF RECOMMENDATION:

Resolution 25-XX: consider recommending adoption of Resolution 25-XX shall require the removal or demolition of two (2) 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 November 2025.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

Location	Condition	Name
1005 E MC GAFFEY ST S 4 T 11S R 24E SE4SE4 N 180' S 210' W 100' E 420' DOC# 202503998 REC	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	RODRIGUEZ, MANUEL 6588 OLD DEXTER HWY DEXTER, NM 88230
510 E ALBUQUERQUE ST SOUTH ROSWELL Block 32 Lot 9 DOC# 202506049 WD	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	ZAVALA, ELISEO R 415 E JEFFERSON ST ROSWELL, NM 88203

1005 E MC GAFFEY ST



510 E ALBUQUERQUE ST



Legal Committee

Meeting Date: 10/23/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Consider approval of award for ITB-25-009: Roswell Air Center Taxiway C Rehabilitation Project to Constructors, Inc. in the amount of \$562,347.38 (including GRT). (Bobbi Thompson)

BACKGROUND:

Initiated by: Bobbi Thompson

The City of Roswell issued ITB-25-009 for the Rehabilitation of Taxiway C at the Roswell Air Center.

The project consists of milling the existing asphalt pavement, overlaying with new asphalt, applying pavement markings, and completing associated improvements in accordance with FAA specifications.

The bid was publicly advertised for three consecutive weeks and made available through QuestCDN.

Two bids were received:

Mountain States Constructors, Inc. (Albuquerque, NM) -- \$726,997.60 (excluding GRT)

Constructors, Inc. (Carlsbad, NM) -- \$519,389.70 (excluding GRT)

Both bids were reviewed for responsiveness, bid bonds, licensing, and federal compliance. Lochner, the City's engineering consultant, recommended award of Schedule I to Constructors, Inc. as the low bidder in the amount of \$562,347.38 (including GRT).

FINANCIAL CONSIDERATION:

The funding sources for this project are FAA Grant AIP 3-35-0035-053-2025 and NMDOT Grant 25-04.

LEGAL REVIEW:

Contract will be reviewed by the Legal Department upon award.

BOARD AND COMMITTEE ACTION:

The Legal Committee meeting scheduled for Thursday, October 23, 2025, will be the first consideration of the recommendation for the award.

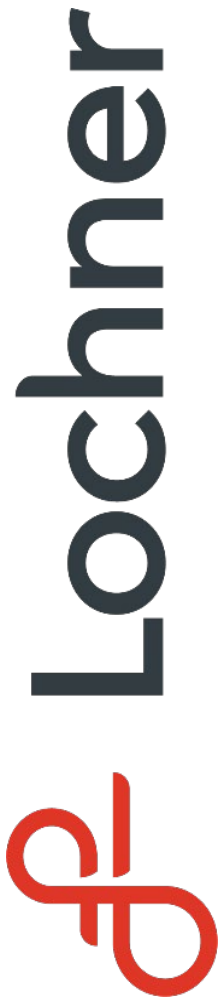
STAFF RECOMMENDATION:

Proceed as presented.

Attachments

ITB-25-009 Roswell Air Center- Taxiway C Rehabilitation Project - BID TABULATION

ITB-25-009 Roswell Air Center- Taxiway C Rehabilitation Project - AWARD RECOMMENDATION



BID TABULATION

Roswell Air Center
Roswell, New Mexico
Rehabilitate Taxiway C (STA 58 + 24 to STA 75+03)
AIP No. 3-35-0035-053-2025
Lochner No. 24227 TO01
Bid Opening: July 15, 2025 at 2:00 p.m.

Engineer's Estimate			Constructors, Inc.		Mountaint States Constructors, Inc	
Item No.	Spec No.	Description	Qty	Unit	Unit Price	Amount
Schedule I - Rehabilitate Taxiway C (STA 58+24 to STA 75+03)						
1	C-100	Mobilization (10% Max.)	1	LS	\$ 110,000.00	\$ 110,000.00
2	C-105	Contractor Quality Control Program (CQCP)	1	LS	\$ 150,000.00	\$ 150,000.00
3	C-110	Method of Estimating Material	INCIDENTAL	INCIDENTAL	INCIDENTAL	INCIDENTAL
4	P101a	Remove Asphalt Mat (Rotomill Partial Depth, 4 Inches)	9,325	SY	\$ 25.00	\$ 233,125.00
5	P-101b	Joint Sealant (D6690)	INCIDENTAL	INCIDENTAL	INCIDENTAL	INCIDENTAL
6	P-401a	Asphalt Surface Course Overlay 4" (75 Gyration)	2895	TONS	\$ 235.00	\$ 680,325.00
7	P-401b	Bituminous Material (PG 70-22)	203	TONS	\$ 1,100.00	\$ 223,300.00
8	P-603	Emulsified Asphalt Tack Coat	1,679	GAL	\$ 5.00	\$ 8,395.00
9	P-610	Structural Portland Cement Concrete	INCIDENTAL	INCIDENTAL	INCIDENTAL	INCIDENTAL
10	P-620a	Taxiway Markings (Yellow and Black)	11684	SF	\$ 2.00	\$ 23,368.00
11	P-620b	Marking Removal	4115	SF	\$ 2.50	\$ 10,287.50
12	P-620c	Reflective Media, Type III Beads	392	LBS	\$ 8.00	\$ 3,136.00
13	L-125	Reflective Pavement Edge Marker	16	EA	\$ 200.00	\$ 3,200.00
TOTAL SCHEDULE I			\$		1,445,136.50	\$ 519,389.70
			\$		726,997.60	

July 25, 2025

Bobbi Thompson
City of Roswell
1 Jerry Smith Circle
Roswell, NM 88203

RE: Award Recommendation Letter
Schedule I – Rehabilitate Taxiway C (STA 58+24 to 75+03)
Roswell Air Center – Roswell, New Mexico
AIP No. 3-35-0035-053-2025 | Lochner No. 24227

Dear Ms. Thompson:

Bids were received for the above referenced project on July 15, 2025. Two (2) bids were received and are shown in the attached bid tabulation.

The bids were reviewed for math errors, bid bonds, and other items of responsiveness. All two (2) bids appear to be responsive. A general review of each bid is summarized below:

CONTRACTOR	5% Bid Bond Included	Req'd Proposal Sheets Included	Addenda Ack'd	Listed on Federal Disbarred Contractors List¹	Proper Contractor Licensing
Constructors, Inc.	Yes	Yes	Yes	No	Yes
Mountain States Constructors, Inc.	Yes	Yes	Yes	No	Yes

A great deal of effort was put forth to attract bidders to this project. The advertisement for bids for the project was published for three (3) weeks prior to the bid opening. A pre-bid conference was held onsite to answer questions and show the project to potential bidders.

Based on conversations with FAA ADO staff, it is believed that sufficient funds are available for the budget listed below. A grant application is enclosed with this letter and should be signed and forwarded to the FAA as soon as possible.

Our recommendation is to award Schedule I to Constructors, Inc. for a total contract amount of \$519,389.70 (excluding NMGRT) upon receiving concurrence from the FAA program manager.



The following budget needs to be developed for AIP No. 3-35-0035-053-2025 consisting of:

Schedule I – Rehabilitate Taxiway C (STA 58+24 to 75+03)

DESCRIPTION	AMOUNT
Construction	
Schedule I (Incl. NMGR)	\$562,347.38
Construction Total	\$562,347.38
Engineering	
Design Engineering (Incl. NMGR)	\$254,403.90
Construction Engineering (Incl. NMGR)	\$152,120.47
Engineering Total	\$406,524.37
Administration	
Admin Expenses (Estimated)	\$5,000.00
Administration Total	\$5,000.00
Total Project Cost	\$973,871.76
Budget Summary	
FAA Share 95.00%	\$925,178.17
State Share 4.00%	\$38,954.87
Local Share 1.00%	\$9,738.72

We will send the Notice of Award for signature once approval is received from the FAA Program Manager and a FAA Grant Agreement is executed.

If you have any questions regarding this matter, please contact our office. We look forward to getting this project completed.

Sincerely,
LOCHNER

Amy Martinez
Airport Design Engineer/Project Manager

Enclosures: Bid Tabulation
Grant Application Sheets

Legal Committee

Meeting Date: 10/23/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Requesting Approval to advertise RFP 26-002 for Design Professional Services for Flood-related projects (DR-4843NM). (Mac Rogers)

BACKGROUND:

Initiated by: Mac Rogers

This request is for approval to advertise RFP 26-002 for Design Professional Services for Flood-related projects (DR-4843NM). The city is requesting architecture and engineering firms to submit proposals for the purposes of developing plans to repair city wide flood damages and incorporate hazard mitigation measures where necessary as a result of The October 19th, 2024 flood event that required a FEMA public assistance claim.

FINANCIAL CONSIDERATION:

Fees for services are established following a qualifications-based selection and contract negotiation process.

LEGAL REVIEW:

The October 23, 2025 Legal Committee will be the first to consider this item.

BOARD AND COMMITTEE ACTION:

The October 23, 2025 Legal Committee will be the first to consider this item.

STAFF RECOMMENDATION:

Requesting Approval to advertise RFP 26-002 for Design Professional Services for Flood-related projects (DR-4843NM).

Attachments

RFP Scope of Work

DRAFT SCOPE OF WORK

CITY OF ROSWELL



REQUEST FOR PROPOSALS

RFP: 26-002

Design Professional Services for Flood Related Projects (DR-4843NM)

RFP Issue Date: 11/16/2025

**PROPOSAL DUE:
12/16/2025 2:00 PM**

**PURCHASING DEPARTMENT
425 N. RICHARDSON
ROSWELL, NM 88203**

DRAFT SCOPE OF WORK

PURPOSE OF THIS REQUEST FOR PROPOSAL

The City of Roswell, New Mexico invites qualified design professional service (architecture and engineering) firms to submit proposals for the purposes of developing plans to repair city wide flood damages and incorporate building resiliency measures where necessary. The October 19th, 2024 flood event resulted in a FEMA public assistance claim (DR-4843NM) where the total estimated damages exceed \$200 Million. The damage includes several prominent buildings located within a special flood hazard area. Significant portions of the stone masonry walls in the Spring River channel as well the walking trail along the river were washed out by the flood event. The focus of this work will be to provide alternative options and cost estimates to retrofit, renovate, and mitigate future damage. All plans and specifications will be to bring the buildings and/or other damages back to pre-flood condition, meet flood hazard mitigation standards, and provide options to prevent future events.

BACKGROUND

The City of Roswell intends to enter into separate Professional Services Agreements with one or more selected firms for A&E services. Prospective offerors agree to perform all design and engineering services in compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including, without limitation, all applicable requirements of Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder) (collectively the “ADA”), and all applicable requirements contained within this RFP. This includes any and all compliance with 2 Code of Federal Regulations (CFR) Part 200. Prior to completing any final engineering or construction level documents for the above-described damage, the successful offeror shall furnish all tools, labor, materials services, insurance, notifications, and licenses/certificates. The scope of services and potential disciplines for this work may include but is not limited to the following: Civil Engineering, Land Surveying & Mapping, Environmental, Water and Wastewater, Transportation, Structural, Geotechnical, Landscape Architecture, Stormwater, Construction Management, and Construction Engineering Inspection.

SCOPE OF WORK

The City requires the selected design professional to perform the following services:

The initial scope of work for this solicitation is to evaluate and provide resilient options for flood damaged City buildings and properties. The selected A&E firm will provide all engineering, architectural, and related services necessary for the proper execution of the project, this includes, without limitation to the following which are planned to begin soon after award:

DRAFT SCOPE OF WORK

Project Number	Title	Square Feet
806257	Category E - Museum & Art Center	49,250 SF
806258	Category E - Adult Center Building Repair	29,985 SF
806259	Category E - Boy Scout Building Damage	1,665 SF
806261	Category E - Convention and Civic Center Building	46,118 SF
806262	Category E - Parks & Recreation Office / IT Building	5,200 SF
806263	Category E - Cahoon Park Tennis Pro Shop Building	1,200 SF

The above buildings sustained extensive flooding damage to all structures as about 5-7 FT of rushing water entered the building(s) causing major damages to the floor, wood walls, dry walls, windows, doors, electrical system, outlets, etc. The proposed project(s) would include an update of the existing building space program to incorporate applicable codes and standards (C&S) that differ from the existing facility. FEMA policy requires a clear citation of any difference listing the impact with applicable C&S chapter and verse. The A&E services may include preliminary, design, bidding/negotiation, project closeout, additional or special services. We are looking for simple bid documents that clearly identify the damaged locations with engineered design solutions to help us navigate and report to state and federal agencies. Plan review by the City of Roswell will be needed at 30%, 60%, 90% and 99% pre signature plans with probable construction cost estimates expected at each phase of design enumerated above.

PROJECT AND PHASE REQUIREMENTS:

Preliminary

This phase involves those activities required for defining the scope of a project and establishing preliminary requirements.

The consultant team shall review damaged sites and preliminary damage estimates, then develop a restoration plan that follows damage descriptions as described by FEMA and the State of New Mexico per the owner supplied "Damage Descriptions". Repairing a site to pre-event conditions is our initial design task following Public Assistance (PA) requirements along with an Engineers estimate of probable costs. This may require a

DRAFT SCOPE OF WORK

preliminary analysis on the feasibility of flood proofing as well as the aforementioned analysis of codes and standards.

The Consultant team will coordinate with the Owner on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters. This is to ensure that the Design Professional and Owner have a mutual understanding of the project's goals and constraints including budget. This work may include a formal programming statement with a building utilization study. A programming statement requires that the Design Professional has visited the site, become familiar with the local conditions, has correlated observations with current code requirements and life safety needs, and has a clear understanding of all observable and reasonably ascertainable existing conditions for the Project.

The consultant may be required to provide a preliminary analysis on the feasibility of flood proofing buildings. Analysis should include establishment of the design flood elevations, capacity of the existing structures to withstand hydrostatic forces, evaluation of modifications to existing windows below the design flood elevation to withstand hydrostatic forces, flood gates, evaluating entryways, and structural modifications to prevent flood waters from entering the buildings. This includes elevating critical equipment such as electrical gear. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for 406 hazard mitigation design considerations.

Design

This phase includes all activities required to undertake and accomplish a full and complete project design.

This may require developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and performing architectural, engineering, and special environmental studies.

The deliverable, construction documents, shall include written and graphic elements indicating contracting requirements, specifications and contract drawings. The construction documents may include the following consultant disciplines: Architectural, Civil, Landscaping, Mechanical, Electrical.

In situations where Hazard mitigation is needed, work cannot begin on Hazard Mitigation (HM) components until FEMA has approved the initial PA design and estimates. Upon FEMA approval of PA provide a 406 HM (Construction Alternate Bid) design solution that mitigates the damaged location from happening again in a future disaster. Costs for the Hazard Mitigation may go up to 90% of the initial cost estimate or up to 99% of the estimated quantities. 406 HM components must be clearly delineated and separate from

DRAFT SCOPE OF WORK

PA components so FEMA can see the difference between the two. They are not mutually exclusive, and the estimated cost takes priority over quantities.

Bidding/Negotiation

This phase, at a minimum, assisting the owner in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts, and preparing contract documents. Consultant shall support the bid process by attending the pre-bid meeting with contractors, preparing addenda as needed, evaluating the bids in a timely manner, and assist City staff in making a recommendation for contract award. Consultant to list in the RFP or ITB response any necessary permits (local, state, federal). Preparation and submission of all necessary permits shall be included in the scope of services provided. Permitting fees will be paid by the City of Roswell.

Construction

This phase includes all basic services rendered after the award of a construction contract including, but not limited to:

Providing consultation and advice to the owner during all phases of construction.

Providing on site construction inspection and management, attend regularly scheduled progress meetings and provide appropriate reports to the owner.

Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept/drawings.

Reviewing, analyzing, and accepting laboratory and mill test reports of materials and equipment.

Preparing and negotiating change orders and supplemental agreements.

Observing or reviewing performance tests required by specifications.

Determining amounts owed to contractors and assisting Sponsors in the preparation of payment requests for amounts reimbursable from grant projects.

Conducting wage rate reviews of certified payrolls.

Project Closeout

This phase includes all basic services rendered after the completion of substantial completion, including, but not limited to:

Making final inspections and submitting punch-lists and a report of the completed project to the Sponsor.

DRAFT SCOPE OF WORK

Providing record drawings.

Preparing summary of material testing report.

Preparing summary of project change orders.

Preparing grant amendment request and associated justification, if applicable.

Obtaining release of liens from all contractors.

Additional or Special Services

Performing other such engineering and/or design services City determines necessary or appropriate for the completion of the Project including but not limited to:

Project feasibility studies.

Assist Owner in preparing furniture, fixtures, and equipment (FF&E) specifications for procurement purposes.

Public information and community involvement surveys, studies, and activities

Assisting the Sponsor in the preparation of necessary applications for local, State, and Federal grants.

EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

	Evaluation Criteria	Possible Points
(1)	Specialized design and technical competence of the business	20
(2)	Capacity and capability of the business to perform the work, including any specialized services, within the time limitations.	15
(3)	Record performance on contracts with government agencies and private industry with respect to such factors as control costs, quality of work, and ability to meet schedules	20
(4)	Proximity to or familiarity with the area in which the project is located	15
(5)	The volume of work previously done by the entity requesting proposals that is not 75% complete with respect to basic professional design services	5
(6)	Evidence of understanding of the scope of work	25

DRAFT SCOPE OF WORK

Anticipated Schedule

<u>Action</u>	<u>Date</u>
1.Issue of RFP	11/16/2025
2. Acknowledgement of Receipt Form	12/01/2025
3.Deadline to Submit Additional Questions	12/01/2025
4.Response to Written Questions/RFP Addendum	12/05/2025
5.Submission of Proposal 2:00 PM	12/16/2025
6. Proposal Evaluation	12/19/2025
7. Recommendation to Committee	01/08/2025
8. Recommendation to Award to City Council	01/08/2025
9. Notice of Award	01/09/2025
10.Protest Deadline	01/23/2025
11.Contract Executed	01/24/2025

Legal Committee

Meeting Date: 10/23/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Consider recommending approval of a lease agreement with First National Tower, Ltd for property located at 400 N. Pennsylvania Avenue, Roswell, NM 88201, inclusive of a ratification for November 1-30, 2025. (Caroline Brooks)

BACKGROUND:

Initiated by: Caroline Brooks

This request is to consider recommending approval for the City of Roswell to enter into a lease agreement extension with First National Tower, Ltd. The space has been used by the museum department under a waived fee following the October 2024 flood and payment is now required for additional use, necessitating a review of the agreement. This request is to cover a two-month extension for November 1-30, 2025 and December 1-31, 2025, allowing for preparations and move to another property.

FINANCIAL CONSIDERATION:

Rent of Ten Thousand Eight Hundred and Ninety-Seven Dollars (\$10,897) per month for two months for a total of \$21,794. Calculated at \$12 per square foot per year x 10,897 square feet divided by 12 months = \$10,897 per month.

LEGAL REVIEW:

The City Attorney has reviewed the lease agreement.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended approval (4-0) of a budget adjustment on October 2, 2025; City Council approved (9-0) on October 9, 2025.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

First National Tower

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is hereby entered into on this 25 day of October, 2024 (the "Effective Date"), by and between the CITY OF ROSWELL, NEW MEXICO ("City"), a political subdivision of the State of New Mexico, located at 425 N. Richardson, Roswell, NM 88201, and First National Tower Ltd., a(n) domestic for profit, whose principal address is 400 N. Pennsylvania Ave, Ste. 1350, Roswell, NM 88201 ("FNT Ltd."), collectively referred to herein as the Parties.

RECITALS

WHEREAS, the City is in need of a vault to store city property in a temperature-controlled environment; and:

WHEREAS, First National Tower Ltd. has a vault located in the building at 400 Penn Plaza that was formerly the Wells Fargo Bank location and is in spirit of community is graciously offering it to temporarily house displaced items of city property formerly located at the Roswell Museum.

NOW THEREFORE, in consideration for the mutual covenants contained herein, FNT Ltd. and the City agree as follows:

1. GRANTING CLAUSE

For the Term, at the Rent and otherwise upon the terms, provisions and conditions contained herein, FNT Ltd. hereby lets and leases unto City the FNT Ltd. vault and other available premises known formerly as the Wells Fargo Bank located at 400 N. Pennsylvania, Ste. 100, Roswell, New Mexico, 88201, comprising approximately 8000 square feet more or less to the City, together with all improvements located thereon.

2. RENT

a. City agrees to pay to FNT Ltd. as rent the sum of ONE DOLLAR (\$1.00) per month during the term hereof, and as further consideration throughout the term hereof, FNT Ltd. shall provide a vault and other above describe premises at the above address of 400 N, Penn, Roswell, NM.

3. SECURITY DEPOSIT

a. Upon the execution of this Agreement, City shall pay to FNT Ltd. the following a security deposit of to be held as security for the payment of rent and the faithful performance by City of all of its obligations under this Agreement:

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☐ i. \$.

☒ ii. FNT Ltd. waives the security deposit for this Agreement.

b. FNT Ltd. may use the security deposit to repair any damage to 400 Penn Plaza caused by City or its guests, and to clean the 400 Penn Plaza upon termination of this Agreement. If City fully performs its obligations under this Agreement, the security deposit, or the balance remaining, shall promptly be returned to City after the termination of this Agreement.

4. TERM

The term of this Agreement shall commence on the Effective Date and shall continue for a period of 3 months (the "Term"). This Agreement may thereafter be renewed for up to 3 additional period(s) of 1 month each (the "Renewal Terms"), upon mutual written agreement of the Parties. Each Renewal Period shall be governed by the same terms and conditions hereof, except as may be otherwise agreed in writing by the Parties.

5. USE OF PREMISES

a. City shall use FNT Ltd. vault solely for the purposes of storing valuable city property, and related uses, and for no other purposes. City shall not use the FNT Ltd. vault 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. City 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 FNT Ltd. 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. FNT Ltd. shall be the sole judge as to whether any act done or things created or maintained by City on the 400 Penn Plaza is or may become a nuisance or otherwise noxious or objectionable condition and City agrees to abide by FNT's decision and act in accordance with its directions with respect thereto.

c. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of City's use or occupancy of 400 Penn Plaza is the sole and absolute responsibility of City. City shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials.

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Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of City's use or occupancy of 400 Penn Plaza shall be grounds for the immediate termination of this Agreement with or without process of law. City represents to FNT Ltd. that it will not release any hazardous materials at, in, on or about 400 Penn Plaza. To the extent it is proven that hazardous materials have been released by City during the Term, City hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold FNT Ltd. harmless from and against any bodily injury, death or property damage, including (1) environmental claims, (2) environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials, and (3) liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

6. CONDITION OF THE PREMISES

City has inspected 400 Penn Plaza and accepts 400 Penn Plaza in its present condition, as is. City acknowledges that any requirements for accessibility and/or public accommodation(s) are City's responsibility. FNT Ltd. makes no representations or warranties that 400 Penn Plaza is suitable for City's use or any other purpose.

7. MAINTENANCE

a. City, at its own expense, shall maintain 400 Penn Plaza and appurtenances to 400 Penn in good repair and in at least as good condition as that in which they were delivered, allowing for ordinary wear and tear, and provided that 400 Penn Plaza shall not be required to make any structural repairs or alterations, which shall be the responsibility of FNT Ltd., except as provided below.

b. FNT Ltd. shall be the sole judge of the quality of repair and maintenance by City under this Section and, upon written notice by FNT Ltd., City shall be required to perform whatever maintenance or repairs deemed necessary by FNT Ltd.. If said maintenance or repair is not undertaken within ten (10) days after receipt of written notice, FNT Ltd. shall have the right to enter upon 400 Penn Plaza and perform the necessary maintenance, the cost of which shall be borne by City.

c. City shall notify FNT Ltd. of any structural repairs as soon as City knows or should know of the need for such repairs. All capital improvements expense related to maintenance and repair will be discussed amongst the Parties and coordinated for available funding. City's

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failure to timely notify FNT Ltd. of the need for such repairs, or made necessary as a result of the activities of City at 400 Penn Plaza. The cost of structural repairs made necessary as a result of City's activities or failure to timely notify FNT Ltd. shall be deemed additional Rent and shall be payable to FNT Ltd. on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

8. TAXES, LICENSES AND UTILITIES

During the Term hereof, City shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by City upon 400 Penn Plaza, of whatsoever kind or nature, incident to or arising out of the conduct of City's activities. Failure to have or maintain any appropriate current license or permit shall be a breach of this Agreement. FNT Ltd. shall be responsible for all utilities to 400 Penn Plaza.

9. PERSONAL PROPERTY AND FIXTURES

All personal property and fixtures of City in and on 400 Penn Plaza shall be kept at the sole risk of City, and FNT Ltd. shall not be liable for any damage thereto or to City for interruption of business or otherwise. City hereby waives all causes or rights of recovery against FNT Ltd., its agents, employees, invitees and for any loss to such personal property and fixtures on 400 Penn Plaza or to consequential loss arising there from caused by fire or other casualty, whether negligently caused or not.

10. EQUIPMENT AND IMPROVEMENTS

a. Except as otherwise provided herein, City shall have the right to install such equipment as may be necessary for the conduct of its business on 400 Penn Plaza; and at the expiration or termination of the Agreement City shall have the right to remove all of such equipment installed by City that is removable without damage to 400 Penn Plaza. Also, except as provided in this Agreement, City shall, upon written demand by FNT Ltd., at City's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by City pursuant to this Section.

b. City shall not make, suffer or permit to be made, any major additions, alterations or improvements on 400 Penn Plaza (including but not limited to, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in) without first obtaining the written consent of FNT Ltd., which consent will not be unreasonably withheld.

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At the termination or expiration of this Agreement, all such permitted improvements shall become the sole property of FNT Ltd..

11. MECHANICS' LIENS

In the event that City makes any major alterations, additions or improvements, as provided for above, City shall not cause, suffer or permit any mechanic's, materialmen's, or other liens to be filed against 400 Penn Plaza, or any part thereof, nor against City's leasehold interest, by reason of work, labor, services, or materials supplied or claimed to have been supplied to City. In the event that such liens shall be recorded against the 400 Penn Plaza, City shall cause the same to be removed or, in the alternative, if it in good faith desires to contest the same, it shall be privileged to do so, but in such case City hereby agrees, to the maximum extent permitted by law, to indemnify and save FNT Ltd. harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure, cause the same to be discharged and removed prior to the execution of such judgment.

12. ACCESS AND INSPECTION

Upon giving reasonable notice to City, FNT Ltd. may enter 400 Penn Plaza during City's regular business hours and have free access to 400 Penn Plaza and improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to FNT Ltd. under the terms and provisions of this Agreement.

13. HOLDOVER

In the event City remains in possession of 400 Penn Plaza after the expiration or termination of this Agreement, the City shall be deemed a tenant at sufferance, and shall be required to pay to FNT Ltd. the fair market rental value of the 400 Penn Plaza on a monthly basis, and City's occupancy shall be governed in all other respects by the provisions hereof, except as to the duration of the Term.

14. CONDEMNATION

a. In the event that the 400 Penn Plaza or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the Term hereof, this Agreement shall terminate as of the effective date of such condemnation or taking, unless the Parties mutually agree that any remainder left after a partial condemnation or taking is still suitable for the purposes of this Agreement, in which case this Agreement may continue at the election of the Parties.

Handwritten signature and date:
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In such event, City shall bear any necessary costs of relocating its equipment and placing the remaining 400 Penn Plaza in proper and usable condition.

b. In the event of total or partial condemnation or taking of the 400 Penn Plaza as aforesaid, all compensation awarded or paid upon a total or partial taking of the 400 Penn Plaza shall belong to FNT Ltd. and City shall have no right or cause of action against FNT Ltd.; provided, however that City shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by City as a result of the termination of this Agreement or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by City and are located upon 400 Penn Plaza at the time of such condemnation or taking. FNT Ltd. reserves the right to proceed independently of City with any claim for compensation for damages to which FNT Ltd. may become entitled by reason of such total or partial condemnation or taking.

15. DAMAGE OR DESTRUCTION OF PREMISES

a. In the event 400 Penn Plaza is damaged or destroyed by fire, the elements, other perils or casualty not the fault of FNT Ltd. may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage, or terminate this Agreement by 30 days' written notice to the City. If FNT Ltd. elects to repair or rebuild, this Agreement shall remain in full force and effect, except that City's obligation to pay Rent shall be waived or reduced based upon the extent to which the damage and making of such repairs shall reasonably interfere with the activities carried on by City in 400 Penn Plaza, as determined by FNT Ltd. shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements, of any leasehold improvements, fixtures, or other personal property of City. In no event shall FNT Ltd. be liable to or for any costs incurred by City as a result of disruption of its activities by casualty under this Section.

b. In the event that FNT Ltd. elects to repair or rebuild 400 Penn Plaza under this Section, FNT Ltd. shall act promptly and with due diligence, but FNT Ltd. shall not be responsible for delays caused by factors beyond FNT's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, City agrees that FNT Ltd. shall not be responsible for damages, nor shall FNT Ltd. be deemed to be in default under this Agreement.

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16. **TERMINATION**

Either Party may terminate this Agreement at any time during the Term or any Renewal Term hereof by giving 30 days' written notice in advance. Termination under this Section shall not terminate, prejudice or otherwise effect any right or obligation accruing hereunder prior to the termination.

17. **SURRENDER**

Upon expiration or termination of this Agreement, City shall quit and surrender 400 Penn Plaza to FNT Ltd. within 30 days of the expiration or notice of termination, in as clean and good order and condition as it was at the commencement of the Term, normal wear and tear excepted. Except as otherwise provided for herein, City shall remove all of its personal property and fixtures from 400 Penn Plaza prior to surrender and any such personal property or fixtures abandoned on or about the 400 Penn Plaza after surrender shall become irrevocably the property of FNT Ltd., but City shall be liable for any costs to FNT Ltd. of disposing of any of its property or fixtures left after surrender that FNT Ltd., in its discretion, does not elect to keep. City shall be further liable for any costs of repairs, restoration or cleaning of 400 Penn Plaza made necessary as a result of City's failure to maintain its obligations under this Section.

18. **INSURANCE**

a. City agrees to have and maintain the policies of insurance set forth in Exhibit A: Insurance, which Exhibit is attached hereto and incorporated by reference as if set forth fully herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by FNT Ltd. as to form and content. These requirements are subject to amendment or waiver only if so, approved in writing by FNT Ltd. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

b. City's insurance obligations under this Agreement shall be:

- i. all insurance coverage and/or limits by or available to City; or
- ii. the minimum coverage requirements and/or limits set forth in Exhibit A, whichever is greater.

c. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits set forth in Exhibit A, which are applicable to a given loss, shall be available to FNT Ltd.. No representation is made that the minimum insurance

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requirements set forth in Exhibit A are sufficient to cover the obligations of City pursuant to this Agreement. City's requirements under this Section shall be referred to herein as the "Insurance."

d. Maintenance of insurance coverage set forth in this Section during the entire Term, and any Renewal Term, is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of the existence or renewal of required insurance may be treated by FNT Ltd. as a material breach of this Agreement.

19. INDEMNIFICATION AND HOLD HARMLESS

a. FNT Ltd. shall not be liable to City or to City's employees, customers, visitors, or any other person for any injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the premises in connection with, or arising out of, City's operation and use of 400 Penn Plaza.

b. City agrees, to the fullest extent permitted by law, to accept responsibility for loss or damage to any person or property, and to release, defend at its own expense, indemnify, and hold harmless FNT Ltd., its board members, officials, officers, employees, agents, and volunteers, against any and all liability, actions, claims, losses, damages, disabilities, and expenses, that are asserted by any person or entity, to the extent arising out of any and all acts or omissions of City, or its officers, employees or agents, in the performance of this Agreement, excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts.

c. City agrees to be responsible for all loss or damage from any cause whatsoever to any of its property or equipment. City is responsible for providing its own liability and loss insurance coverage for any of its property or equipment and City expressly acknowledges that no part of said property or equipment shall be covered under FNT's insurance policies.

d. These indemnifications are independent of and shall not in any way be limited by the insurance requirements of this Agreement. Approval by FNT Ltd. of the insurance requirement by this Agreement shall not in any way relieve City from liability under this Section. FNT's right to indemnification hereunder shall survive termination, whether for cause or not, or expiration of this Agreement.

20. DEFAULT

City shall be in default of this Agreement, if at any time during the Term hereof, it shall:

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a. Default in the payment of any installment of Rent or any other sums specifically to be paid by City hereunder and such default shall not have been cured within ten (10) days after FNT Ltd. shall have given to City written notice specifying such default; or

b. Fail in the observance of any covenants, agreements or obligations hereunder, other than the covenants to pay Rent, when such failure shall not have been cured within thirty (30) days after FNT Ltd. shall have given to City written notice specifying such default; provided, however, that if the failure complained of shall be of such nature that the same cannot be completely remedied or cured within such thirty (30) day period, then such failure shall not be an enforceable default against City for the purposes of this paragraph if City shall have commenced curing the failure within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the failure complained of; or

c. Finally, and without further possibility of appeal or review

- i. be adjudicated bankrupt or insolvent,
- ii. have a receiver or trustee appointed for all or substantially all of its business or assets, or
- iii. suffer an order to be entered approving a petition filed against City seeking reorganization of City under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof; or

d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property; or

e. Leave 400 Penn Plaza vacant or deserted for a period of thirty (30) consecutive days and such lack of use shall continue for thirty (30) days after FNT Ltd. has given City written notice specifying the vacancy.

21. FNT'S REMEDIES ON DEFAULT

a. Upon default of this Agreement by City, FNT Ltd. may declare this Agreement, and all rights and interest created by it, to be terminated without further notice to City, whereupon City shall surrender 400 Penn Plaza as otherwise provided for herein. In the event that City shall fail

LEASE AGREEMENT

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or refuse to surrender 400 Penn Plaza, FNT Ltd. shall be entitled to regain possession thereof in the manner provided by the laws of the State of New Mexico in force at the time of the default. Termination hereunder shall not relieve City from any claim for damages accruing to FNT Ltd. under this Agreement or as a result of the default and FNT Ltd. shall be entitled to enforce the payment of such claim for damages by any remedy provided by law, whether or not stated herein. The FNT Ltd. may further sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease.

b. If City shall at any time be in default in fulfilling any of the covenants of this Agreement, FNT Ltd. may, but shall not be obligated to, take or cause to be taken such action or make such payment as may be required by such covenant, without notice to or demand upon City and at City's risk and expense. All expenses, costs and liabilities of the FNT Ltd. incurred, exclusive of attorneys' fees, hereunder shall be deemed additional Rent and shall be payable to FNT Ltd. on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

22. FORCE MAJEURE

Neither Party shall be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service, nor for any failure or delay caused by the negligence or omission of the FNT Ltd.. Either Party claiming force majeure hereunder must make every reasonable attempt to minimize delay of performance. In the event of a force majeure, the Party claiming force majeure shall notify the other Party thereof within 10 days of its occurrence. If such force majeure continues longer than 120 days, either Party may terminate the Agreement, as otherwise provided for herein.

23. NONDISCRIMINATION

City shall not discriminate against any otherwise qualified employee, applicant for employment, subcontractor, or other person, in connection with the performance of this Agreement, unless based on a bona fide occupational qualification or other statutory prohibition, because of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap or serious medical condition, or spousal affiliation. In the event of City's noncompliance with the provisions of this Section, this Agreement may be

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canceled, terminated or suspended, in whole or in part, and City may be declared ineligible for further contracts with FNT Ltd..

24. **CHOICE OF LAW AND FORUM SELECTION**

This Agreement shall be governed by the laws of the State of New Mexico, exclusive of choice of law provisions, and venue for any judicial proceeding resulting here from shall lie in the Fifth Judicial District, Chaves County, New Mexico.

25. **NOTICES**

Notices and other communications under this Agreement must be in writing and are effective upon the sooner to occur of (i) the business day actually received (or if such date is not a business day, on the next business day thereafter), (ii) on the next business day after placing such written notice or communication with a reputable overnight delivery service for overnight (next morning) delivery, or (iii) on the third (3rd) business day following the date on which such written notice or communication was deposited with the United States Postal Service with postage prepaid and marked as certified or registered mail, return receipt requested, so long as, in each case, such written notice or communication was addressed to the Party to whom it was intended at such Party's address set forth herein or to such other address as that Party may from time to time provide in a writing pursuant to this Subsection to the other Party:

CITY OF ROSWELL
Attn: Chad Cole
City Manager
P.O. 1838, Roswell, NM 88202-1838

FNT Ltd.
Attn: Connie Harrell-Stone
Property Manager
400 N. Penn Ave., Suite 1350
Roswell, NM 88201

26. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

27. **ENTIRE AGREEMENT, MODIFICATION**

This Agreement constitutes the entire agreement of the Parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may only be modified or amended in writing, signed by the Parties hereto, and any such duly-executed written modification or amendment shall be automatically incorporated into this Agreement as if set forth fully herein.

28. **SEVERABILITY**

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If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

29. NON-WAIVER.

The Parties agree that no failure to exercise and no delay in exercising any right, power or privilege under this Agreement on the part of either Party shall operate as a waiver of any right, power, or privilege under this Agreement.

30. RIGHTS CUMULATIVE

All rights, options, and remedies of FNT Ltd. contained in this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and FNT Ltd. shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Agreement.

31. BINDING EFFECT

This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

32. NO ASSIGNMENT

City shall not assign, sublet or subcontract any obligation, duty, right or covenant hereunder without the express written consent of FNT Ltd., which FNT Ltd. may withhold in its total discretion.

33. AUTHORITY

The individual signing below warrants and represents that he or she is duly authorized to execute this Agreement on behalf of City.

34. HEADINGS.

The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Agreement.

35. NO ADDITIONAL REPRESENTATIONS

- a. City expressly acknowledges that in entering into this Agreement, it does not rely on any statement, representation, or warranty other than those expressly set out in this Agreement.


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- b. City expressly acknowledges that it has been advised to seek its own separate legal counsel for advice with respect to this Agreement, and has had sufficient opportunity to do so. The Parties further agree that interpretation of this Agreement shall be made without regard to authorship or negotiation.

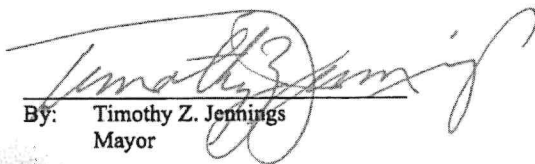
[SIGNATURES FOLLOW ON NEXT PAGE]


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IN WITNESS WHEREOF, City and FNT Ltd. have caused this Agreement to be executed by their duly authorized officers on this 4 day of November 2024, the Effective Date hereof.

"City"

CITY OF ROSWELL

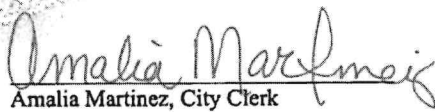

By: Timothy Z. Jennings
Mayor

"FNT Ltd."

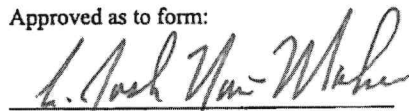
First National Tower, Ltd.


By: Connie Harrell-Stone
Property Manager




Amalia Martinez, City Clerk

Approved as to form:


Christopher J. Nairn-Mahan,
Deputy City Attorney

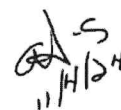
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EXHIBIT A: INSURANCE

1. MINIMUM SCOPE OF INSURANCE

a. City shall procure and maintain for the duration of the contract the following minimum insurance against claims for injuries to persons or damages to property which may arise from or in connection with the lease of 400 Penn Plaza by City, its agents, representatives, employees or subcontractors (check all that apply):

☒ I. **Commercial General Liability ("CGL"):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

☐ II. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if City has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000.00 per accident for bodily injury and property damage.

☐ III. **Worker's Compensation:** as required by the State of New Mexico, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease.

☐ IV. **Professional Liability (Errors and Omissions):** Insurance appropriate to City's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

☒ V. **Property Insurance:** against all risks of loss to any and all improvements, betterments, and fixtures on or to real property made the subject of this Agreement, at full replacement cost with no coinsurance penalty provisions.

b. If City maintains broader coverage and/or higher limits than the minimums shown above, FNT Ltd. requires and shall be entitled to the broader coverage and/or higher limits maintained by City.

2. ADDITIONAL INSURED STATUS

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The City, its council members, officials, officers, employees, agents, and volunteers are to be covered as additional insured on the CGL policy with respect to liability arising out of the lease of 400 Penn Plaza by City, including materials, parts or equipment furnished in connection with the lease. General Liability coverage can be provided in the form of an endorsement to City's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, or CG 20 38; and CG 20 37 form is later revisions used).

3. PRIMARY COVERAGE

For any claims related to this Agreement, City's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its council members, officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its council members, officials, officers, employees, agents, and volunteers shall be excess of City's insurance and shall not contribute to it.

4. NOTICE OF CANCELLATION

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to FNT Ltd..

5. WAIVER OF SUBROGATION

City hereby grants to FNT Ltd. a waiver of any right to subrogation which any of City's insurers may acquire against the City by virtue of the payment of any loss under such insurance. City agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

6. SELF INSURED RETENTIONS

Self-insured retentions must be declared to and approved by FNT Ltd. may require City to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administrations, and defense expenses within the retention.

7. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers authorized to conduct business in the State of New Mexico with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

8. CLAIMS MADE POLICIES

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If any of the required policies provide claims-made coverage:

- i. The Retroactive Date must be shown, and must be before the Effective Date of this Agreement or the beginning of occupancy hereunder.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the occupancy.
- iii. If coverage is canceled or not renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, City must purchase "extended reporting" coverage for a minimum of five years after completion of occupancy.

9. VERIFICATION OF COVERAGE

City shall furnish FNT Ltd. with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Section. All certificates and endorsements are to be received and approved by FNT Ltd. before the occupancy commences. Failure to obtain the required documents prior to occupancy, however, shall not waive City's obligations to provide them. FNT Ltd. reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications at any time.

10. SPECIAL RISKS OR CIRCUMSTANCES

FNT Ltd. reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.


11/14/24



CITY OF ROSWELL, NEW MEXICO
LEGAL DEPARTMENT
PO Box 1838, Roswell, NM 88202
(575) 624-6700

Contact: Hessel Yntema
Telephone Number: (575) 637-6220
Email Address: h.yntema@roswell-nm.gov

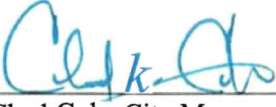
LEASE AGREEMENT-WELLS FARGO VAULT

Agreement Renewal No: Extension
Agreement Term: Jan. 25, 2024 – Jan. 24, 2025
Renewal Term: Sept. 4, 2025 – Sept. 30, 2025
Facility Leaseor: FNT Ltd.
Attn: Connie Harrell-Stone
Property Manager
400 N. Penn Ave. Ste. 1350
Roswell, NM 88201

Extension-Lease Agreement Wells Fargo Vault

This Agreement Renewal is to be attached to the respective Name Agreement and become a part thereof. The existing agreement initially commenced on January 25, 2024 and set to expire on January 24, 2025. In accordance with the Agreement provisions and by mutual agreement of all parties, the Parties desire to extend this Agreement for an additional term of one (1) month until September 30, 2025, All provisions of the Agreement shall remain in full force and effect, including previous amendments which shall remain unchanged by this Agreement Renewal.

IN WITNESS WHEREOF, the Parties have caused this Agreement Renewal to be executed by their duly authorized officers on this ____ day of ____, 2025, the Effective Date hereof.


Chad Cole, City Manager
8/29/25
Date


Connie Harrell-Stone, Property Mgr.
9/29/25
Date

City Seal

Approved as to form:

Attest:

Amalia Martinez, City Clerk
Date


Hessel Yntema, City Attorney
8-29-25
Date

First Amendment to Lease Agreement
By and between
City of Roswell, New Mexico (Lessee)
And
First National Tower, Ltd. (Landlord)

WHEREAS, Landlord and Lessee entered into that certain Lease Agreement dated on October 25, 2024 concerning the premises located at 400 N. Pennsylvania Ave. Ste. 1350, Roswell, NM 88201 (the Premises);

WHEREAS, the City has been the appreciative benefactor of the philanthropy of First National Tower, Ltd. partners who graciously permitted the City of Roswell the use of said premises at a concessionary rental rate while the community recovers from the October 2024 flood that destroyed our museum and other city properties.

WHEREAS, the parties now desire to amend the Original Lease to confirm that all terms and conditions of the Original Lease shall remain in full force and effect until October 1, 2025; and further acknowledge and agree that the period from September 4, 2025, through September 30, 2025, shall be deemed included within the scope of the Original Lease and governed by its terms.

WHEREAS, the parties further desire to amend the Original Lease to reflect a change in the rent amount effective October 1, 2025

NOW, THEREFORE, it is hereby mutually agreed that the subject Lease Agreement shall be amended as follows:

2. Rent

Lessee, in consideration for this Amendment and the leasing of the leased premises, agrees to pay Landlord at the Office of Landlord, 400 N. Pennsylvania Avenue, Ste. 1350, Roswell, NM Operating Costs in the amount of Ten Thousand Eight Hundred Ninety-Seven (\$10,897.00) per month.

4. TERM

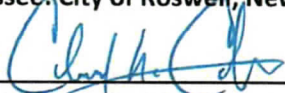
The Term of this Amendment shall be and continue in full force and effect for a period of one (1) month, commencing on October 1, 2025 and ending October 31, 2025. Lessee shall have the right to two (2) Consecutive Options to renew Amended Term on a month-to-month basis, not to exceed a final termination date of December 31, 2025. Lessee shall give Landlord a minimum of 14 days prior written notice of its election to exercise said option.

All other Terms and Conditions of overlying Lease Agreement shall remain in full force and effect throughout said amended and extended terms.

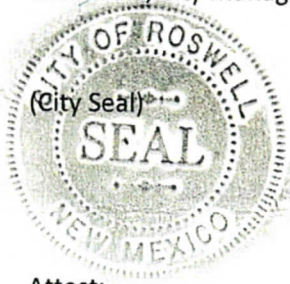
[Signatures to follow on next page]

Accepted and agreed to this 29th day of September, 2025 by its duly authorized officers:

Lessee: City of Roswell, New Mexico



Chad Cole, City Manager



Attest:

 9-29-25

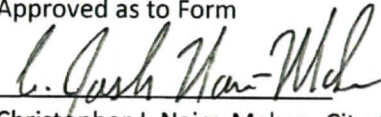
Amalia Martinez, City Clerk

Landlord: First National Tower, Ltd.



Connie L. Harrell-Stone, Property Manager

Approved as to Form



Christopher J. Nairn-Mahan, City Attorney