REGULAR MEETING
CITY OF ROSWELL COUNCIL - AGENDA
THURSDAY, JANUARY 9, 2025
Chaves County Administrative Center
Commission Chambers - #1 St. Mary's Place
Roswell, New Mexico 88203

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

JANUARY 9, 2025 6:00 p.m.

MAYOR - Timothy Z. Jennings

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

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

OPENING CEREMONIES

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

1. Approval of agenda - approve the agenda for the January 9, 2025 Regular City Council Meeting. (Heldenbrand/Martinez)

2. Approval of consent agenda - approve the consent agenda for the January 9, 2025, Regular City Council Meeting. (Heldenbrand/Martinez)

CONSENT ITEMS *(items 3-6 will be approved at the time of the approval of the consent agenda)*

3. Authorization for ratification of award of Roswell Substantial Damage Assessments Project to Stantec in the amount of $133,154.18 which includes GRT. (Corn/Najar) Pg. 3

Resolution(s)

4. Resolution 25-01: Weeds - adoption of Resolution 25-01: the Resolution shall mandate the cleanup of approximately three (3) separate properties within the City. (Heldenbrand/Franco) Pg. 7

5. Resolution 25-02: adoption of Resolution 25-02 approving budget adjustment for the fiscal year ending June 30, 2025. (Corn/Gomez) Pg. 11

Minutes

6. Approval of the minutes from the Regular City Council Meeting on December 12, 2024. (Heldenbrand/Martinez) Pg. 14

NON-ACTION ITEMS (Information Items)

7. Airport Updates (Bobbi Thompson)

8. Constituent Services Presentation (Constance Williams)

PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS

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

PUBLIC HEARING(S)

9. Hold a public hearing and vote on Zoning Case 24-017 CANN (Cannabis) entailing a request to approve a Variance to R-S Rural Suburban residential distance requirements, Zone Change to floating zone CCAN (Commercial Cannabis), and Conditional Use Permit to operate an adult-use retail cannabis establishment in the C-2 Community Commercial Zoning District at 3606 N Main Street, Suite 500. (Heldenbrand/Hildreth) Pg. 35

10. Ordinance 24-23: Hold a public hearing on proposed Ordinance 24-23 for emergency loan funding from the New Mexico Environment Department for sewer repairs required after the historical flooding disaster in October 2024. (Corn/MacCornack) Pg. 81

NEW BUSINESS / REGULAR ITEMS

11. Approval to authorize College Investments, located at 414 East College Avenue, to enter into a (1) year lease agreement beginning January 1, 2025 and ending December 31, 2025 with an automatic renewal for a second year, ending on December 31, 2026, if funding is provided by the Roswell Governing Body. (Heldenbrand/Yntema) Pg. 92

12. Consider approval of Mayor Jennings's nomination for the Roswell City Council Ward 3 vacancy. (Heldenbrand/Yntema) Pg. 100

13. Approval of Mayor Jennings's appointment recommendation to the Roswell Museum Board of Trustees. Katie Huebner - Position 8 (Partial 1st Term January 9, 2025 -- March 31, 2025). Pg. 104

14. Election of Mayor Pro Tem - Consider holding an election for Mayor Pro Tem (Heldenbrand/Yntema) Pg. 106

CITY MANAGER REPORTS/ANNOUNCEMENTS
(Information Only)

15. Administratively Executed Leases November/December 2024 Pg. 120

Adjournment

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

Printed and posted: Friday, January 3, 2025

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

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 3.
Meeting Date: 01/09/2025
COMMITTEE: Finance
CONTACT: Louis Najar **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Authorization for ratification of award of Roswell Substantial Damage Assessments Project to Stantec in the amount of $133,154.18 which includes GRT. (Corn/Najar)

BACKGROUND:
Initiated by: Louis Najar

Due to federal FEMA regulations, buildings that were damaged during the flood event in October 2024 and are within the current 1% flood plain are required to be inspected to determine whether they have been substantially damaged. RFQ was issued to interested vendors. Quotes received on December 9, 2024 for the subject project have been reviewed. Four quotes were received as follows: (Amounts include GRT).

1. ESP Associates, Inc.	$ 55,430.00
2. Huitt Zollars	$ 123,929.12
3. Stantec	$ 133,154.18
4. Sulzer Group	$ 518,628.14

Please see attached procurement documentation.

FINANCIAL CONSIDERATION
Project is funded by Road Fund.

LEGAL REVIEW:
No Legal review required at this time.

BOARD AND COMMITTEE ACTION:
Finance Committee on 1/2/2025 voted 5-0 to recommend approval of this item to January 2025 City Council.

STAFF RECOMMENDATION:
Consider authorization for ratification of award of Roswell Substantial Damage Assessments Project to Stantec in the amount of $133,154.18 which includes GRT.

Attachments

ATT 1 - RFQ Substantial Damage Assessments
ATT 2 - Award Recommendation Letter

To: Interested Vendors **December 3, 2024**

From: Louis Najar, P.E., City Engineer
RFQ – FEMA Substantial Damages Inspection Professional Services

Chaves County & Roswell, NM
DR-4843-NM/Severe Storms & Flooding **Declared: November 1, 2024**

A. DESCRIPTION: NEED OF SERVICES

The City of Roswell is seeking professional services for the inspection, data gathering to comply with FEMA post flooding event requirements; FEMA Hazard Mitigation: Floodplain Management. Seeking vendors with FEMA experience, and protocols. The City's goal/need is to complete SD's, have data available in FEMA shareable format, and be able to perform SD Determinations for properties.

The RFQ is to document the requested services and details for interested vendors.

B. REQUESTED WORK

1. On site Substantial Damage inspections and data gathering for: 203 Residences, 2 Apartment Units (Missouri/8th & 9th/Pennsylvania), 19 Commercial structures (Includes 2 medical offices off 8th/Washington) and 6 City of Roswell structures (Parks Dept. Yard east of N. Virgina/12th; Roswell Museum; Roswell Convention Center, Roswell Adult Center (8th/Missouri), Roswell Boy Scouts Structure (9th/Missouri), Roswell Parks Office (4th/Cahoon Park), Roswell Parks Storage Building (rock structure Cahoon Park).

2. SD inspections/data and preliminary SD Determinations

3. All data to be in FEMA recommended format.

4. Vendor would also train James MacCornack, City Asst. City Engineer and Louis Romero, Construction Inspector on SD inspections and documentation. With the goal to be: City could then inspect those impacted on the Hondo River Corridor and have trained SD staff for the future.

5. Other tasks as vendor would recommend for the betterment of the City's Hazard Mitigation/Floodplain Management.

6. See Attached PDF of Spring River 1% Floodplain notes used by Louis Najar, City Engineer to come up with the number of residents, apartments, commercial structures and City of Roswell structures.

Anticipated Time Line:

City time line: Issue RFQ, review RFQ, recommend award. If vendor accepts, enter in agreement with vendor as soon as possible. Start work as soon as agreement in place & purchase order procured.

C. SUBMITTAL & PRICING

Proposals and Quotes are to be submitted in a PDF format and will be an email submittal. **All proposals and quotes must be received by Noon Mountain Time, Monday December 9, 2024. Submit to Louis Najar at l.najar@roswell-nm.gov**

Proposals will be graded on proposal detail, time line and costs. **Itemized task cost is requested do better evaluate a proposal.** Again, proposers may add tasks they deem necessary for the betterment of project development.
A professional courtesy email is requested to be sent to Louis Najar if solicited vendor chooses not to submit a proposal

D. Questions/Other
All questions or other to be addressed to Louis Najar, City Engineer, Office 575-627-6281, Cell 575-910-6477.

Xc: James MacCornack
Finance
Purchasing

ROSWELL
Engineering

December 11, 2024

To: Stantec Consulting Services
3831 E. Lohman Ave. Suite 200
Las Cruces, NM 88011-8447

Re: Notice of Award & Notice to Proceed
Substantial Damage Inspection Professional Services due to October 18, Flood Event
RFP-25-002 – Engineering Architectural Services

This letter will serve as Notice of Award & Notice To Proceed to Stantec Consulting Services. In order to comply with FEMA and NFIP post flood event requirements, substantial damage inspections and determinations are required. The City solicited proposals which included cost and time to complete project. Engineering recommended Stantec Consulting Services to perform these services based on proposal tasks identified, qualification of team members, costs and time frame ability to mobilize.

Please submit agreement/contract for review and signature by the City. Your point of contact for this work will Louis Najar, City Engineer office 575-637-6281, cell 575-910-6477. Upon execution of agreement, a purchase order will be procured.

Additionally, please provide copy of current certificate of insurance.

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

Sincerely,

Louis Najar, P.E.
City Engineer

Xc: James MaCornack, Asst. City Engineer

Purchasing

Regular City Council Meeting 4.
Meeting Date: 01/09/2025
COMMITTEE: N/A
CONTACT: N/A **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Resolution 25-01: Weeds - adoption of Resolution 25-01: the Resolution shall mandate the cleanup of approximately three (3) separate properties within the City. (Heldenbrand/Franco)

BACKGROUND:
Initiated by: Toby Franco

At present, no more efficient means are available to enforce the requirement that property within the City limits be kept clean and orderly. Citation of property owners requires they be present in Roswell. Even the citations do not provide for the actual cleanup and cannot give the City the right to file a lien for the cleanup expense. This procedure is cumbersome but should result in resolution of some more severe situations.

FINANCIAL CONSIDERATION
Adoption of the resolution will probably cause a number of people to voluntarily clean up their property. Most of the balance will be cleaned up by the City at a cost ranging from $30 to $500 for each property, and liens will be filed and later foreclosed. A few people may appeal the resolution to Council and a hearing will have to be provided to hear their appeals. Overall, the resolution should affect rapid cleanup of this season's weeds and other debris, followed by an extended collection period.

LEGAL REVIEW:
The City Attorney has reviewed the current resolution. Resolutions must be adopted by a majority vote of the entire City Council.

BOARD AND COMMITTEE ACTION:
No action required.

STAFF RECOMMENDATION:
Consider approval of Resolution 25-01.

Attachments

ATT 1 Resolution 25-01 Weeds
ATT 2 Resolution 25-01 Weeds Exhibit

CITY OF ROSWELL
RESOLUTION 25-01

A RESOLUTION REQUIRING THE REMOVAL OF CERTAIN RUBBISH, WEEDS, WRECKAGE OR DEBRIS; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL AND DECLARING CERTAIN PROPERTY TO BE SO COVERED WITH RUBBISH, WEEDS, WRECKAGE OR DEBRIS AS TO CONSTITUTE A PUBLIC NUISANCE PREJUDICIAL TO HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, the City Council of the City of Roswell, New Mexico, finds that the premises listed in Exhibit A attached hereto and purportedly owned of record, or occupied by the parties named, have accumulated rubbish, weeds, wreckage or debris so as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law;

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

1. The premises set forth in Exhibit A are declared to be so covered with rubbish, weeds, wreckage or debris as to constitute a menace to the public comfort, health, safety and general welfare within the purview of Article 3-18-5 NMSA 1978.

2. The owners, occupants or agents in charge of said premises are hereby ordered to remove such accumulated rubbish, weeds, wreckage or debris within ten (10) days of the receipt of notice by certified mail or from the date of publication of this resolution. In the event such removal is not commenced or written objection filed with the City Clerk within ten (10) days after service of a copy of this resolution, then the City Manager is authorized and directed to cause such accumulated rubbish, weeds, wreckage or debris to be removed at the sole cost and expense of the owner, or other parties having an interest in the properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel of land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens.

3. In the event the owner or other person aggrieved shall file a protest within the time provided, the City Council shall thereafter fix a date for hearing. At the hearing, the protestant shall be entitled to be heard in person, by agent or attorney and the City Council shall consider evidence whether or not its previous action shall be enforced or rescinded; if it shall be determined that the removal order should be enforced.

4. Persons aggrieved by the determination of the City Council have a right to appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within five (5) days after the day of issuance of such order or decision, together with a petition for court review duly filed with the Clerk of the Court within twenty (20) days of the date of issuance of the order or decision complained of.

ADOPTED, SIGNED AND APPROVED 9th day of January 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

75 E WELLS ST PECOS VALLEY VILLAGE Block 10 Lot 16 MENDOZA, ADRIANA 947 ELKHART ST AURORA, CO 80011	1604 S ELM AVE MAYES Block 7 Lot 3 FRESQUEZ, JOE ROWLAND; FRESQUEZ, IRENE R 1712 W 1ST ST TULAROSA, NM 88352
808 E TILDEN ST FLORA VISTA Block 4 Lot 17 AND Lot 18 GUILLERMINA HERNANDEZ CAMPOS 4140 E CLEAR CREEK DR CAMP VERDE , AZ 86322	

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 5.
Meeting Date: 01/09/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 25-02: adoption of Resolution 25-02 approving budget adjustment for the fiscal year ending June 30, 2025. (Corn/Gomez)

BACKGROUND:
Initiated by Toni Gomez:

The New Mexico Department of Finance Administration (DFA), requires approval of a budget adjustment when increasing a revenue and/or expense in the approved budget. The finance department is requesting a budget adjustment for line items in Exhibit "A". These adjustments are for various donations and other departments.

FINANCIAL CONSIDERATION

- Various Funds: Revenues $518,100.93, Expenses $518,100.93

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

BOARD AND COMMITTEE ACTION:
Finance Committee recommended approval 5-0 at their meeting on 1/2/25.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Resolution 25-02
Exhibit A

RESOLUTION 25-02

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO AMENDING THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2025, FOR GRANTS AND OTHER DEPARTMENTS.

WHEREAS, the governing body of the City of Roswell, State of New Mexico, has previously approved a budget for the fiscal year 2024-2025, ending June 30, 2025; and

WHEREAS, the City of Roswell desires to amend said budget in the amount of $518,100.93 in revenues, and $518,100.93 in expenses, detailed in Exhibit A and summarized below:

- Various Funds: Revenues $518,100.93, Expenses $518,100.93

WHEREAS, it is the majority opinion of the Governing Body that the proposed amended budget continues to meet fiscal requirements as currently determined for the fiscal year 2024-2025.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, hereby adopts the budget adjustment hereinabove described and respectfully request approval for same from the Local Government Division of the Department of Finance and Administration, State of New Mexico.

PASSED, ADOPTED, SIGNED, and APPROVED the 9th day of January 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

Budget Adjustment for January 2025
Exhibit A

Revenues:			**Funds**	**Totals**
General 1101 489115	$ 37,100.00	2019 Ford 150 Donated by APD	General 1101	$ 37,100.00
Air Center 5100 443250	$ 186,050.93	Grant 23-H2930	Air Center 5100	$ 481,000.93
Air Center 5100 443250	$ 294,950.00	Sweeper (Reimbursed by State Aviation)		**$ 518,100.93**
Total	**$ 518,100.93**			

Expenditures:			**Funds**	**Totals**
Police 11014111 817506	$ 37,100.00	2019 Ford 150 Donated by APD	General 1101	$ 37,100.00
Air Center 51004332 654801	$ 186,050.93	Grant 23-H2930	Air Center 5100	$ 481,000.93
Air Center 51004332 817506	$ 294,950.00	Sweeper (Reimbursed by State Aviation)		**$ 518,100.93**
Total	**$ 518,100.93**			

Transfers:		
ARPA 26003015 817505	($723.46)	Substanial Damage for FEMA
Streets 26234323 654801	$723.46	Substanial Damage for FEMA
Total	**-**	

Regular City Council Meeting
Meeting Date: 01/09/2025
COMMITTEE: N/A
CONTACT: Amalia Martinez
CHAIR: Mayor Pro Tem

Summary:
Approval of the minutes from the Regular City Council Meeting on December 12, 2024. (Heldenbrand/Martinez)

Attachments

241212 DRAFT CC Minutes
241212 Substitute Ordinance NO. 24-23

Roswell City Council
Chaves County Administrative Center
Commission Chambers - #1 St. Mary's Place
Thursday, December 12, 2024 at 6:00 p.m.

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

The meeting reconvened at 6:00 p.m. with Mayor Jennings presiding:

ROLL CALL:

Councilor Halvorson	Present
Councilor Marrujo, Jr.	Present
Councilor Johnson	Present
Councilor Heldenbrand	Present
Councilor Chappell	**Absent**
Councilor Moore	Present
Councilor Cavin	Present
Councilor Arnold	**Absent**
Councilor Oropesa	Present
Councilor Corn	Present

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

APPROVAL OF THE AGENDA
1. Approval of agenda - approve the agenda for the December 12, 2024, Regular City Council Meeting.

MOTION: Councilor Heldenbrand made a motion to approve the agenda for the December 12, 2024, Regular City Council Meeting with the following changes:

- Pulling off item #19 the minutes for November 12, 2024, from the consent agenda to be heard after item #21, and
- Placing item #23 on the consent agenda**.**

Councilor Cavin was the second.

ROLL CALL:

Councilor Halvorson	Yes
Councilor Marrujo, Jr.	Yes
Councilor Johnson	Yes
Councilor Heldenbrand	Yes
Councilor Chappell	Absent
Councilor Moore	Yes
Councilor Cavin	Yes
Councilor Arnold	Absent
Councilor Oropesa	Yes

DRAFT

Councilor Corn	Yes

Motion passed: 8-0.

APPROVAL OF THE CONSENT AGENDA

2. Approval of consent agenda - approve the consent agenda for the December 12, 2024, Regular City Council Meeting.

MOTION: Councilor Heldenbrand made a motion to approve the consent agenda as amended on December 12, 2024. Councilor Johnson was the second.

ROLL CALL:

Councilor Halvorson	Yes
Councilor Marrujo, Jr.	Yes
Councilor Johnson	Yes
Councilor Heldenbrand	Yes
Councilor Chappell	Absent
Councilor Moore	Yes
Councilor Cavin	Yes
Councilor Arnold	Absent
Councilor Oropesa	Yes
Councilor Corn	Yes

Motion passed: 8-0.

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

3. Approval of purchase order requested for Noon Optimist Park Lighting upgrades from J&G Electric in the amount of $649,752.98 including GRT.

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

5. Approval for an expenditure of $42,016.01 to RoofCare Services for library roof repairs from Capital Improvement Funds.

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

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

DRAFT

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

Resolution(s)

9. Resolution 24-53: Consider adoption of Resolution 24-53 authorizing the assignment of official representatives and signatory authorities for NMED emergency funding loan agreement.

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

11. Resolution 24-55: Consider adoption of Resolution 24-55 for Travel Expenditures.

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

13. Resolution 24-57: Disposal of Certain Surplus Personal Property- adoption of Resolution 24-57 authorizing the Disposal of Certain Surplus Personal Property.

14. Resolution 24-58: Consider adoption of Resolution 24-58 for receiving fire recruitment funds from the DFA.

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

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

Bids, RFP's and Agreements

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

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

NON-ACTION ITEMS (Information)

20. Air Center Updates (Bobbi Thompson)

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

DRAFT

Minutes

19. Approval of the minutes from the Regular City Council meeting on November 14, 2024.

MOTION: Councilor Corn made a motion to approve the minutes for November 14, 2024. Councilor Heldenbrand was the second.

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

- Adding the verbiage Moving $281,016.66 to 52014342-654801 to cover the PO for Disaster Relief to CES totaling $581,016.66
- Removing the verbiage, the request of $134,000 from Capital Outlay
- Adding the verbiage $60,000 from Capital Outlay – Building Improvements to replace the Fire Suppression System.
- For a grand total of $763.858.66.

Councilor Halvorson was the second.

VOTE ON AMENDED MOTION: a voice vote was unanimous, and the motion passed 8-0, with Councilors Chappell and Arnold being absent.

VOTE ON MAIN MOTION: a voice vote was unanimous, and the motion passed 8-0, with Councilors Chappell and Arnold being absent.

PUBLIC PARTICIPATION ON AGENDA ITEMS

- Julius Smith spoke against Item #22

PUBLIC HEARING(S)

22. Ordinance 24-22: Hold a public hearing to consider adopting proposed Ordinance 24-22 An Ordinance Amending Chapter 4 of the Roswell City Code.

BACKGROUND: Initiated by: Hess Yntema

MOTION: Councilor Halvorson made a motion to hold a public hearing to consider adopting proposed Ordinance 24-22 An Ordinance Amending Chapter 4 of the Roswell City Code. Councilor Corn was the second.

Those in favor: none
Those opposed: Julius Smith

ROLL CALL:

Councilor Halvorson	Yes
Councilor Marrujo, Jr.	Yes
Councilor Johnson	Yes
Councilor Heldenbrand	Yes
Councilor Chappell	Absent

DRAFT

Councilor Moore	Yes
Councilor Cavin	Yes
Councilor Arnold	Absent
Councilor Oropesa	Yes
Councilor Corn	Yes

Ordinance 24-22 was enacted: 8-0

NEW BUSINESS / REGULAR ITEMS

23. Approval of Mayor Jennings' appointment recommendation to the Parks and Recreation Commission Matthew Thomas - Position 8 (1st Term December 12, 2024--March 31, 2028). ***Item was moved to the consent agenda at the approval of the agenda.***

Ordinance(s)

24. Ordinance 24-23: authorize to advertise to hold a public hearing on proposed Ordinance 24-23 for emergency loan funding from the New Mexico Environment Department for sewer repairs required after the historical flooding disaster in October 2024. James McCornack presented this item.

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

MOTION: Councilor Corn made a motion to authorize to advertise to hold a public hearing on proposed Ordinance 24-23. Councilor Cavin was the second.

MOTION TO COUNCIL SUBSTITUTE: Councilor Corn proposed that the City Council substitute the document that was handed out to replace the document in the packet. Councilor Johnson was the second.

James McCornack explained why: The original version that was included in your packet specified that the entire uh amount of funding from the New Mexico Environment Department (NMED) would be principal loan forgiveness, however, the NMED intended that they would receive 75% of the funding reimbursed to them from our FEMA reimbursement. That's always been their intent however the document uh the original document did not specify that to be the case and when the NMED had conversations with Federal EPA and FEMA at the federal level they gave direction to the NMED that the document needed to be revised to reflect uh that actual process that they intended. So, in the revised document the amount of the funding is unchanged still $1,040,000, it now specifies 25% is principal forgiveness 75% is a loan and the document does spell out that the intent is that that the loan would be repaid via FEMA reimbursement to the city that would then be reimbursed to the NMED. the NMED has said multiple times verbally and in writing that they don't want this to have any impact on the city budget and the revised document um does state that the New Mexico Environment Department CWSRF agrees that if funding from FEMA is not

awarded the principal amount will be amended to principal forgiveness so they're saying even if something goes haywire with our FEMA reimbursements, they're willing to write off the entire amount for us. (Substitute ordinance attached to the minutes)

COUNCIL SUBSTITUTE ROLL CALL:

Councilor Halvorson	Yes
Councilor Marrujo, Jr.	Yes
Councilor Johnson	Yes
Councilor Heldenbrand	Yes
Councilor Chappell	Absent
Councilor Moore	Yes
Councilor Cavin	Yes
Councilor Arnold	Absent
Councilor Oropesa	Yes
Councilor Corn	Yes

Motion passed: 8-0

ROLL CALL VOTE AS AMENDED:

Councilor Halvorson	Yes
Councilor Marrujo, Jr.	Yes
Councilor Johnson	Yes
Councilor Heldenbrand	Yes
Councilor Chappell	Absent
Councilor Moore	Yes
Councilor Cavin	Yes
Councilor Arnold	Absent
Councilor Oropesa	Yes
Councilor Corn	Yes

Motion passed: 8-0

CITY MANAGER REPORTS/ANNOUNCEMENTS

ADJOURNMENT

Meeting adjourned at 7:25 p.m.

Approved on this 9th day of January 2025.

[Signatures to follow on next page]

DRAFT

(City Seal)

_____
Timothy Z. Jennings, Mayor

_____
Amalia Martinez, City Clerk

DRAFT

ORDINANCE NO. 24-23

AUTHORIZING THE CITY OF ROSWELL (BORROWER) TO ENTER INTO A LOAN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT (NMED) FOR THE PURPOSE OF OBTAINING PROJECT LOAN FUNDS IN THE PRINCIPAL AMOUNT OF $780,000 *PLUS ACCRUED INTEREST;* AND PRINCIPAL FORGIVENESS FUNDS IN THE AMOUNT OF $260,000 FOR A TOTAL FUNDED AMOUNT OF $1,040,000. DESIGNATING THE USE OF THE FUNDS FOR THE PURPOSE DEFINED IN THE MOST CURRENT PROJECT DESCRIPTION FORM AS APPROVED BY NMED; DECLARING THE NECESSITY FOR THE LOAN; PROVIDING THAT THE LOAN WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE BORROWER'S PLEDGED REVENUES DEFINED BELOW; PRESCRIBING OTHER DETAILS CONCERNING THE LOAN AND THE SECURITY THEREFOR.

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

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

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

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

WHEREAS the Loan Agreement and Note will be payable solely from the Pledged Revenues; and

WHEREAS the funds for this Project will include funds from a one-time federal grant to the NMED from the Environmental Protection Agency (EPA); and

WHEREAS the Project is subject to specific requirements of the federal grant; and

WHEREAS the Borrower has the following obligations outstanding to which the Pledged Revenues have already been pledged:

Funding Source (e.g., Revenue Bond, NMED, NMFA, etc.) and Series# or Loan/Project #	Principal Amount Outstanding at 06/30/2024 (use the most current fiscal year end date)
Series 2014A	$1,240,000.00
Series 2014B	$800,000.00
Series 2017	$14,475,000.00
DWSRF 3205-DW	$2,133,951.00
DWSRF 4196-DW	$4,424,369.81

WHEREAS, the Governing Body of the Borrower has determined that it is in the best interest of the Borrower to accept and enter into the Loan Agreement and to execute and to deliver the Note to the NMED.

WHEREAS, the Governing Body of the Borrower agrees to pursue reimbursement from the Federal Emergency Management Agency (FEMA) for the purpose of repaying the NMED CWSRF debt.

WHEREAS, the NMED CWSRF agrees that if funding from FEMA is not awarded, the principal amount will be amended to principal forgiveness.

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

Section 1. **DEFINITIONS.** As used in the Ordinance, the following terms shall have the meanings specified below, unless the context clearly requires otherwise *(such meanings to be equally applicable to both the singular and the plural forms of the terms defined unless the plural form is separately defined)*:

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

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

AUTHORIZED OFFICER. The Borrower's mayor.

BORROWER. The entity requesting funds pursuant to the Act.

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

FUNDS. Loan and Principal Forgiveness funds.

GOVERNING BODY OF THE BORROWER. Council

LOAN. A loan of funds from NMED made pursuant to the Loan Agreement.

LOAN AGREEMENT. The loan agreement between the Borrower and the NMED, pursuant to which funds will be loaned to the Borrower to construct the Project and pay eligible

costs relating thereto; and the final loan agreement which shall state the final amount the NMED loaned to the Borrower, which shall be executed upon completion of the Project and dated on the date of execution.

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

NOTE. The interim and final promissory notes issued by the Borrower to the NMED evidencing the obligation of the Borrower to the NMED incurred pursuant to the Ordinance and Loan Agreement.

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

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

PARITY BONDS or PARITY OBLIGATIONS. Revenue Bonds and other bonds or other obligations payable from the Pledged Revenues issued with a lien on the Pledged Revenues on parity with the bonds or obligations listed in this Ordinance.

PLEDGED REVENUES Water and Wastewater Revenues (Utility)

PRINCIPAL FORGIVENESS. A sub-grant of funds to the Borrower from a one-time federal grant of funds to the NMED by EPA, for the purpose of subsidizing the amount loaned to the Borrower under the Loan Agreement and Note.

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

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

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

SUBORDINATE OBLIGATIONS. Other obligations payable from the Pledged Revenues issued with a lien on the Pledged Revenues subordinate to the lien of the Loan Agreement and Note as may be listed in this Ordinance.

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

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

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

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

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

(D) The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement and Note.

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

Section 5. AUTHORIZATION OF PROJECT. The acquisition and construction of the Project and payment of eligible items as set forth in the Regulations from proceeds of the Loan Agreement and Note is hereby authorized at a cost not to exceed the principal Loan amount of **$780,000** and the Loan Subsidy Grant amount of **$260,000**, excluding any cost of the Project to be paid from any source other than the proceeds of the Loan Agreement and Note.

Section 6. AUTHORIZATION OF LOAN AGREEMENT.

(A) For protecting the public health, conserving the property, and protecting the general welfare of the residents of the Borrower and acquiring the Project, it is hereby declared necessary that the Borrower, pursuant to the Act and the Regulations execute and deliver the Loan Agreement and Note, and the Borrower is hereby authorized to execute and deliver the Loan Agreement and the Note, to be payable and collectible solely from the Pledged Revenues. The NMED has agreed to disburse the proceeds according to the terms of the Loan Agreement to the Borrower over the construction period of the Project. The principal Loan amount of the Note shall not exceed $780,000 plus accrued interest without the adoption of another Ordinance, amending the Ordinance by the Governing Body of the Borrower, *and the annual interest rate on that principal amount shall not exceed 0.01 percent per annum. Interest shall be computed as a percentage per year on the outstanding principal amount on the Loan based on a 365-day year, actual number of days lapsed.* The final maturity date on the Note shall not extend beyond the agreed upon useful life of the project. The Loan shall be repaid in substantially equal annual installments in the amount and on the dates provided in the Loan Agreement with the first annual installment due no later than one year after completion of the project. The Borrower must maintain a debt service coverage ratio of no less than 1.2 and must

also obtain the written consent of the NMED before issuing additional obligations secured by the Pledged Revenues.

(B) The Borrower is hereby authorized to accept a Loan Subsidy Grant under the terms of the Loan Agreement. By accepting a Loan Subsidy Grant, the Borrower is a sub-recipient of a one-time federal grant of funds to NMED by EPA. As a sub-recipient, the Borrower is responsible for complying with the specific requirements and the conditions of the one-time federal grant. If the Borrower fails to satisfy any federal grant requirements or conditions, the Borrower may be required to refund any federal grant funds disbursed to the Borrower from NMED.

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

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

Section 7. SPECIAL LIMITED OBLIGATIONS. The Loan Agreement and the Note and all payments thereon shall be special limited obligations of the Borrower and shall be payable and

collectible solely from the Pledged Revenues which are irrevocably pledged as set forth in this Ordinance. The NMED may not look to any general or other fund for the payment on the Loan Agreement and the Note except the designated special funds pledged, therefore. The Loan Agreement and the Note shall not constitute indebtedness or debts within the meaning of any constitutional, charter or statutory provision or limitation, nor shall they be considered or be held to be general obligations of the Borrower and shall recite that they are payable and collectible solely from the Pledged Revenues the income from which is so pledged.

Section 8. OPERATION OF PROJECT. The Borrower will operate and maintain the Project so that it will function properly over its structural and material design life.

Section 9. USE OF PROCEEDS. The NMED shall disburse Funds pursuant to the Loan Agreement for NMED approved costs incurred by the Borrower for the Project.

Section 10. APPLICATION OF REVENUES.

(A) OPERATION AND MAINTENANCE. So long as the Loan Agreement and the Note are outstanding, either as to principal or interest, or both, the Borrower shall pay for the operation and maintenance expenses of the System, approved indirect charges and any amounts for capital replacement and repair of the System as incurred.

(B) PARITY OBLIGATIONS AND OTHER APPROVED DEBT(S). The Borrower shall pay the principal, interest, and administrative fees (if applicable) of parity obligations and other approved debts which are secured from the Pledged Revenues as scheduled.

(C) EQUITABLE AND RATABLE DISTRIBUTION. Obligations of the Borrower secured by the Pledged Revenues on parity with the Loan Agreement and the Note, from time to time outstanding, shall not be entitled to any priority one over the other in the application of the Pledged Revenues, regardless of the time or times of their issuance or creation.

(D) SUBORDINATE OBLIGATIONS. The Pledged Revenues used for the payment of Subordinate Obligations shall be applied first to the payment of the amounts due the Loan Agreement and the Note, including payments to be made to other obligations payable from the Pledged Revenues which have a lien on the Pledged Revenues on parity with the Loan Agreement and the Note.

Section 11. LIEN OF LOAN AGREEMENT AND NOTE. The Loan Agreement and the Note shall constitute irrevocable liens upon the Pledged Revenues with priorities on the Pledged Revenues as set forth in this Ordinance. The Borrower hereby pledges and grants a security interest in the Pledged Revenues for the payment of the Note and any other amounts owed by the Borrower to the NMED pursuant to the Loan Agreement.

Section 12. OTHER OBLIGATIONS. Nothing in the Ordinance shall be construed to prevent the Borrower from issuing bonds or other obligations payable from the Pledged Revenues and having a lien thereon subordinate to the liens of the Loan Agreement and the Note. The Borrower must obtain the written consent of the NMED before issuing additional obligations secured by the Pledged Revenues.

Section 13. DEFAULT. The following shall constitute an event of default under the Loan Agreement:

(A) The failure by the Borrower to pay the annual payment due on the repayment of the Loan set forth in the Loan Agreement and Note when due and payable either at maturity or otherwise; or

(B) Default by the Borrower in any of its covenants or conditions set forth under the Loan Agreement *(other than a default described in the previous clause of this section)* for 60

days after the NMED has given written notice to the Borrower specifying such default and requiring the same to be remedied.

UPON OCCURRENCE OF DEFAULT:

(A) The entire unpaid principal amount of the Interim and Final Promissory Note plus accrued interest and any fees thereon may be declared by the NMED to be immediately due and payable and the Borrower shall pay the amounts due under Note from the Pledged Revenues, either immediately or in the manner required by the NMED in its declaration, but only to the extent funds are available for payment of the Note. However, if insufficient funds are available for payment of the Note(s), the NMED may require the Borrower to adjust the rates charged by the System to ensure repayment of the Note.

(B) If default by the Borrower is of covenants or conditions required under the federal grant, the Borrower may be required to refund the amount of the Loan and Loan Subsidy Grant disbursed to the Borrower from NMED.

(C) The NMED shall have no further obligation to make payments to the Borrower under the Loan Agreement.

Section 14. ENFORCEMENT VENUE. The NMED retains the right to seek enforcement of the terms of the Loan Agreement. If the NMED and the Borrower cannot reach agreement regarding disputes as to the terms and conditions of this Loan Agreement, such disputes are to be resolved promptly and expeditiously in the district court of Santa Fe County. The Borrower agrees that the district court for Santa Fe County shall have exclusive jurisdiction over the Borrower and the subject matter of this Loan Agreement and waives the right to challenge such jurisdiction.

Section 15. REMEDIES UPON DEFAULT. Upon the occurrence of any of the events of default as provided in the Loan Agreement or in this Ordinance, the NMED may proceed against the Borrower to protect and enforce its rights under the Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained in the Ordinance for the enforcement of any proper legal or equitable remedy as the NMED may deem most effective to protect and enforce the rights provided above, or to enjoin any act or thing which may be unlawful or in violation of any right of the NMED, or to require the Borrower to act as if it were the trustee of an express trust, or any combination of such remedies. Each right or privilege of the NMED is in addition and cumulative to any other right or privilege under the Ordinance or the Loan Agreement and Note and the exercise of any right or privilege by the NMED shall not be deemed a waiver of any other right or privilege.

Section 16. DUTIES UPON DEFAULT. Upon the occurrence of any of the events of default as provided in this Ordinance, the Borrower, in addition, will do and perform all proper acts on behalf of and for the NMED to protect and preserve the security created for the payment of the Note to ensure the payment on the Note promptly as the same become due. All proceeds derived from the System, so long as the Note is outstanding, shall be treated as revenues. If the Borrower fails or refuses to proceed as required by this Section, the NMED, after demand in writing, may proceed to protect and enforce the rights of the NMED as provided in the Ordinance and the Loan Agreement.

Section 17. TERMINATION. When all obligations under the Loan Agreement and Note have been paid, the Loan Agreement and Note shall terminate and the pledge, lien, and all other obligations of the Borrower under the Ordinance shall be discharged. The principal

amount of the Note, or any part thereof, may be prepaid at any time without penalty at the discretion of the Borrower and the prepayments of principal shall be applied as set forth in the Loan Agreement.

Section 18. AMENDMENT OF ORDINANCE. This Ordinance may be amended with the prior written consent of the NMED.

Section 19. ORDINANCE IRREPEALABLE. After the Loan Agreement and Note have been executed and delivered, the Ordinance shall be and remain irrepealable until the Note has been fully paid, terminated and discharged, as provided in the Ordinance.

Section 20. SEVERABILITY CLAUSE. If any section, paragraph, clause or provision of the Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

Section 21. REPEALER CLAUSE. All bylaws, orders, Ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, Ordinance, or part thereof, heretofore repealed.

PASSED, APPROVED AND ADOPTED THIS_____DAY OF _____,20__

CITY OF ROSWELL, CHAVES COUNTY, NEW MEXICO

*By*_____

, Mayor

*By*_____

, City Clerk

Regular City Council Meeting 9.
Meeting Date: 01/09/2025
COMMITTEE: Planning & Zoning
CONTACT: Merideth Hildreth **CHAIR:** Saul Aguilar

ACTION REQUESTED:
Hold a public hearing and vote on Zoning Case 24-017 CANN (Cannabis) entailing a request to approve a Variance to R-S Rural Suburban residential distance requirements, Zone Change to floating zone CCAN (Commercial Cannabis), and Conditional Use Permit to operate an adult-use retail cannabis establishment in the C-2 Community Commercial Zoning District at 3606 N Main Street, Suite 500. (Heldenbrand/Hildreth)

BACKGROUND:
Initiated by: Merideth Hildreth, AICP Planning & Zoning Administrator and Miguel Martinez, CZO Associate Planner per application submitted by Applicant.

On December 17, 2024, the Planning & Zoning Commission made a motion and voted 5-0 to recommend approval of Zoning Case 24-017 CANN to City Council.

FINANCIAL CONSIDERATION
There are no additional costs associated with this request.

LEGAL REVIEW:
The Planning & Zoning Commission held a public hearing on December 17, 2024, for Zoning Case 24-017 CANN and voted 5-0 to recommend approval to City Council. City Council is required to hold a public hearing and render a final decision.

BOARD AND COMMITTEE ACTION:
The Planning & Zoning Commission recommended approval of Zoning Case 24-017 CANN to City Council (5-0) at their public hearing on December 17, 2024. See Planning & Zoning Commission December 17, 2024, Meeting Minutes Attached.

STAFF RECOMMENDATION:
Based on Land Use and Zoning Considerations, Findings of Fact, Conclusions of Law, Article 27 of the Municipal Code, materials provided, and Planning & Zoning Commission recommendation, staff requests City Council hold a public hearing, review, introduce a motion, and vote on Case 24-017 CANN.

Attachments

Application
Staff Summary
Notification Letter: English
Notification Letter: Spanish
Notification Map
Mailing List
CUP
Vice License
Proximities
Articles of Organization
Cert of Good Standing
EXHIBIT K 24-017 SOCIAL & ECONOMIC EQUITY PLAN

City of Roswell Community Development

General Planning Application Form

Please submit this form in addition to all corresponding requirements if you are applying for one or more of the legislative actions or land use permits listed below. Any incomplete or erroneous applications will not be accepted for processing. In addition to this form, **new developments require the submittal of a Site/Drainage Review Checklist.**

Please list the address of the proposed project in the line below:

3606 N main Street, Unit 500

Please check the applicable application type(s):

Legislative Actions (Check All Required)

General Plan Amendment	☐	**Street Name Change**	☐
Specific Plan Amendment	☐	**Vacation of Public Right-of-Way/Easement**	☐
Change of Zone	☑	**Special Use Permit (SUP)**	☐
Annexation	☐	**Conditional Use Permit (CUP)**	☑
Subdivision Plat (Preliminary or Final)	☐	**Variance**	☐

Land Use Permits (Check All Required)

Fencing Permit	☐	**Building Permit**	☐
Placement Permit for Accessory Structure	☐	**Curb Cut/Sidewalk Permit**	☐
Alley Cut Permit	☐	**Landscaping Permit**	☐
Excavation Permit	☐	**Parking Lot Permit**	☐

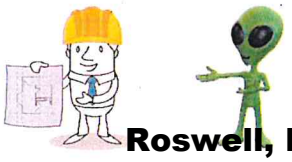
Legislative Actions/Land Use Permits

Other:

Please provide the following contact information:

Applicant:

Name:	Gnomad			
Phone Number:	575-390-0044			
Email Address:	amber@gnomadcannabis.com			
Mailing Address:	*Street Number:* 401 W. Woodin	*Street Name:* W. Woodin		*Unit or Suite:*
	City: Hobbs	*State:* NM	*Zip Code:* 88242	



City of Roswell Community Development

Owner (if not Applicant):

Name:	Property mgt. Plus, Llc.					
Phone Number:	575.390.8547					
Email Address:	n2kexpress@yahoo.com					
Mailing Address:	*Street Number:* 3820	*Street Name:* N Grimes			*Unit or Suite:* 75	
	City: Hobbs	*State:* NM		*Zip Code:* 88240		

Civil Engineer:

Name:	Square Root Services					
State of New Mexico License Number:						
Phone Number:	575.631.2182					
Email Address:	Jeremy.baker@squarerootservices.com					
Mailing Address:	*Street Number:* 7801	*Street Name:* Butler Dr.			*Unit or Suite:*	
	City: Hobbs	*State:* NM		*Zip Code:* 88242		

Architect:

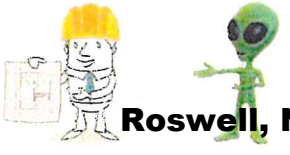
Name:	NPSR					
State of New Mexico License Number:	1782					
Phone Number:	575.885.4775					
Email Address:	harry@npsr.pro					
Mailing Address:	*Street Number:* 220	*Street Name:* Broadway			*Unit or Suite:* B	
	City: Hobbs	*State:* NM		*Zip Code:* 88240		

Contractor:

Name:	KASSIS Construction Group, Llc.					
State of New Mexico Contractor License Number:	GB98-415556					
Phone Number:	575.390.8547					
Email Address:	N2kexpress@yahoo.com					
Mailing Address:	*Street Number:* 3820	*Street Name:* N. Grimes			*Unit or Suite:* 75	
	City: Hobbs	*State:* NM		*Zip Code:* 88240		

Please provide the property's APN/legal description in the box below (which can be accessed by using the Chaves County Assessor Map).

Berrendo irrigated Farms
Block 17, Lot 10 S 200' W 280' E 300' S:17 T:10S R:24E BK:377



City of Roswell Community Development

Please provide a detailed description and any applicable supplemental information of the proposed project in the box below:

SEE ATTACHED

By signing below, you hereby certify that the following information submitted within this application is true and complete. Any application with incomplete or erroneous information will not be accepted for processing.

Property Owner Signature: _____ Date: 11/11/24

Applicant Signature: _____ Date: 11/11/24

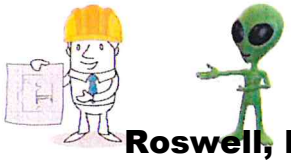


EXHIBIT B

STAFF SUMMARY FOR CASE: 24-017 CANN
REQUEST FOR ZONE CHANGE AND CONDITIONAL USE PERMIT TO OPERATE A RETAIL CANNABIS ESTABLISHMENT

Roswell Planning & Zoning Commission
Tuesday, December 17, 2024
Roswell Development Services Conference Room
500 North Main Street, Suite 100 (SunWest Centre)
Roswell, NM 88201

CASE 24-017 CANN: Request for approval of a Variance to the adjacent R-S Rural Suburban Residential Zoning District distance requirements, Zone Change to CCAN (Commercial Cannabis Floating Zone), and Conditional Use Permit in the C-2 Community Commercial Zoning District to operate an adult-use retail cannabis establishment located at 3606 N Main Street, Suite 500.

I. Property Under Consideration:

Property Address: 3606 N Main, Suite 500
Legal Description: Subd: Subd: BERRENDO IRRIGATED FARMS Block: 17 Lot: 10 S 200' W 280' E 300' S: 17 T: 10S R: 24E (BOUNDARY SURVEY S27-40) DOC# 202207139 WD
Property Owner: Property Management Plus LLC
Applicant: Gnomad Canna Co

II. Site Data:

Site Area: 1722 SQ FT +/-

UPC(s): 4-135-058-520-396-000000

Existing Land Use: Commercial Structure

Proposed Land Use: Facility to dispense adult-use retail cannabis

Existing Zoning: Community Commercial District C-2

Table 1: Existing Land Use and Zoning adjacent to the property under consideration		
Direction:	**Land Use:**	**Zoning:**
North	Hotel	C-2
South	Law Office – new development	C-2
West	Undeveloped **except for drainage feature**	R-S
East	Hotel and Commercial	C-2

EXHIBIT B

STAFF SUMMARY FOR CASE: 24-017 CANN
REQUEST FOR ZONE CHANGE AND CONDITIONAL USE PERMIT TO OPERATE A RETAIL CANNABIS ESTABLISHMENT

Zoning Map on Chaves County Assessor Map for Zoning Case 24-017 CANN

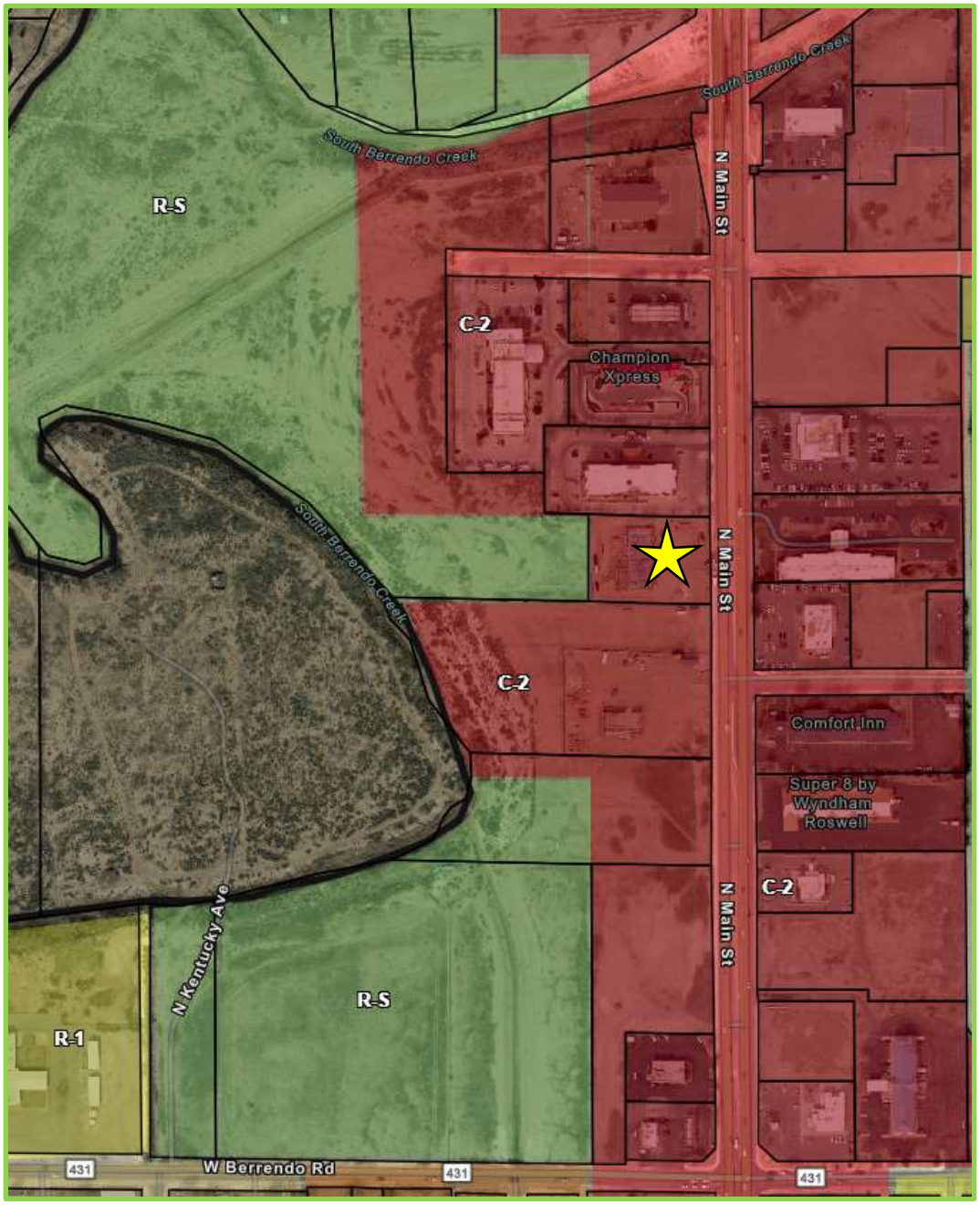


EXHIBIT B

STAFF SUMMARY FOR CASE: 24-017 CANN
REQUEST FOR ZONE CHANGE AND CONDITIONAL USE PERMIT TO OPERATE A RETAIL CANNABIS ESTABLISHMENT

III. Intent of Petition:

The Applicant is requesting approval of a Variance to the adjacent R-S Rural Suburban Residential Zoning District distance requirements, Zone Change to CCAN (Commercial Cannabis Floating Zone), and Conditional Use Permit in the C-2 Community Commercial Zoning District to operate an adult-use retail cannabis establishment located at 3606 N Main Street, Suite 500.

IV. Planning & Zoning Commission Considerations from Staff Review:

A. Background Information

1. Applicant is requesting approval of Zoning Case 24-017 CANN to operate an adult-use retail cannabis at 3606 N Main Street, Suite 500, a 1722 square foot tenant space in the existing commercial retail Starlight Plaza constructed in 2024.

2. The property under consideration is zoned C-2 Community Commercial District.

3. The property under consideration has existing paved parking.

4. A staff photo of the property under consideration is provided below.



Staff Photo of Starlight Plaza at 3606 N Main Street

EXHIBIT B

STAFF SUMMARY FOR CASE: 24-017 CANN
REQUEST FOR ZONE CHANGE AND CONDITIONAL USE PERMIT TO OPERATE A RETAIL CANNABIS ESTABLISHMENT

B. Land Use and Zoning Considerations

1. The property under consideration is located in the North Main Street commercial corridor.

2. An undeveloped tract in the R-S Rural Suburban Zoning District is located adjacent to the west property line of the property under consideration.

3. Comfort Suites Hotel is contiguous to the north property line.

4. Silva Law Office is under construction with plans for additional professional offices and is contiguous to the south property line.

5. The east side of Main Street is in the C-2 commercial corridor with Antiqua (restaurant), Hampton Inn & Suites, and Texas Roadhouse (restaurant) directly across from the property under consideration.

6. Per the Municipal Code Chapter 27: Cannabis, the underlying C-2 Community Commercial zoning is designated to accept the CCAN (Commercial Cannabis) Floating Zone.

   Sec. 27-62. - Establishment of CCAN zoning designation.

   (a) *Purpose.*

   (1) The CCAN zoning designation is intended to provide for a variety of commercial and retail cannabis establishments, including on-site consumption of cannabis products.

   (2) Because of the potential for heavy traffic generating characteristics, potential ability to operate 24 hours per day, and potentially detrimental appearance and performance, the CCAN zoning designation is only applicable to properties currently zoned C-2 (Community Commercial), with further restrictions on locations pursuant to sections 27-64 (Prohibited Districts) and 27-65 (Prohibited Locations and Activities) of this chapter.

7. Section 27-65 of the Municipal Code specifies Cannabis-related business be located a minimum quarter mile 1,320 feet distance from each other (see code text below IV.C.1). The business under consideration at 3606 N Main Street meets this minimum distance requirement and measures approximately 1,800 feet from R Greenleaf at 4311 N Main Street and approximately 2,320 feet from Bryan's at 3108 N Main Street from outside walls of the buildings shown on the Chaves County Assessor's Map.

EXHIBIT B

STAFF SUMMARY FOR CASE: 24-017 CANN
REQUEST FOR ZONE CHANGE AND CONDITIONAL USE PERMIT TO OPERATE A RETAIL CANNABIS ESTABLISHMENT

C. <u>Variance Request</u>

1. The property under consideration is contiguous to a tract of land that is zoned R-S Rural Suburban (See Zoning Map on page 2 above). Much of this R-S tract is designated by FEMA as in Flood Hazard Zone AE and a floodway.



Map: City of Roswell Flood Zones

2. A variance is requested to the 300' distance requirements to the R-S Rural Suburban Zoning District as stipulated in Chapter 27 of the Municipal Code that states:

Sec. 27-65. - Prohibited locations and activities.

(a) To protect the health, safety and welfare of the community's most vulnerable populations, particularly children, seniors, and individuals who struggle with neurochemical dependencies, no cannabis-related businesses shall be permitted:

(1) Within 300 feet of all schools, parks, churches, recreation facilities, childcare facilities, military facilities, senior care facilities, retirement facilities and medical facilities (including but not limited to outpatient facilities, hospitals and urgent care). Cannabis-related businesses shall not be permitted within 300 feet of any mental health centers, addiction centers, or rehabilitation facilities (both medical and non-medical facilities).

(2) Within 300 feet of any residential district measured from exterior property line to exterior property line. This includes the following residential zones: R-S; R-L; R-VL; R-1; R-2; R-3; R-4; MU-P; RMS; MHC and RVP.

(3) Cannabis-related businesses must maintain a reasonable separation distance of at least one-quarter (¼) mile (1,320 feet) from one cannabis-related business to another as measured from the nearest outside wall to outside wall of the building.

EXHIBIT B

STAFF SUMMARY FOR CASE: 24-017 CANN
REQUEST FOR ZONE CHANGE AND CONDITIONAL USE PERMIT TO OPERATE A RETAIL CANNABIS ESTABLISHMENT

D. <u>Zone Change Request</u>

1. Retail cannabis establishments are required to obtain a zone change to the CCANN Commercial Cannabis floating zone per City Ordinance Chapter 27 – Cannabis as follows:

Sec. 27-61. Introduction, purpose, and intent.

(b) To protect the health, safety and welfare of the city's residents and visitors while simultaneously allowing accessibility for cannabis sales and consumption, all cannabis retail establishments and cannabis consumption facilities (including medical and recreational cannabis, and cannabis-infused products) must be located in the city's commercial cannabis (CCAN) floating zone located within the community commercial zone (C-2). The C-2 zone is the most geographically prominent commercial zone in the city and is located throughout the city along collector and arterial street facilities (City of Roswell, Comprehensive Plan, 2016).

2. The property under consideration is zoned C-2 Community Commercial.

E. <u>Conditional Use Permit Request</u>

1. Retail cannabis establishments are required to obtain a Conditional Use Permit per City Ordinance Chapter 27 – Cannabis as follows:

Sec. 27-67. Conditional use permit application requirements.

(a) *Conditional use permit (CUP).* A conditional use permit allows property owners to utilize their properties for uses not listed as being permitted or allowable by right under the site's current zoning designation. To receive a conditional use permit in order to utilize property for use under specific conditions, applicants must adhere to the city's list of conditional uses for cannabis-related business activities (section 27-62(b) and section 27-63(b). Conditional use permits for cannabis-related businesses correspond to the facility's location. These permits are applicable at the designated site of the cannabis-related business and cannot be transferred if the business chooses to change locations within the city.

2. See Appendix F for Draft Conditions of Approval.

3. See Appendices G thru J for Applicant's supporting documentation.

EXHIBIT B

STAFF SUMMARY FOR CASE: 24-017 CANN
REQUEST FOR ZONE CHANGE AND CONDITIONAL USE PERMIT TO OPERATE A RETAIL CANNABIS ESTABLISHMENT

F. Draft Conditions of Approval for Zoning Case 24-017 CANN

Exhibit F contains the Draft Conditions of Approval that the Planning & Zoning Commission is requested to review. The Planning & Zoning Commission's recommendation to City Council may include the Draft Conditions of Approval as written or modified.

G. Applicant Documents

The applicant provided the following documents that are included in the exhibits for this Zoning Case 24-017 CANN.

1. Exhibit G: GNOMAD LLC State of New Mexico VICE License
   Exhibit H: Proximities Map to nearest Cannabis establishments
   Exhibit I: GNOMAD LLC Articles of Organization
   Exhibit J: GNMOMAD LLC State of New Mexico Certificate of Good Standing

V. Findings of Fact (Conclusions of Law):

1. A notice of the time and place of the public hearing for this case was published in the Roswell Daily Record at least fifteen (15) days prior to the date of this hearing.

2. Notifications of the public hearing were mailed via certified mail with return receipt requested to property owners of record, as shown by the Chaves County Assessor Map, with lots or land within three-hundred (300) feet of the area under consideration, excluding public rights-of-way.

3. This agenda, which includes this case, has been posted at City Hall and on the City of Roswell's website for over seventy-two (72) hours as required by State of New Mexico law for a public hearing.

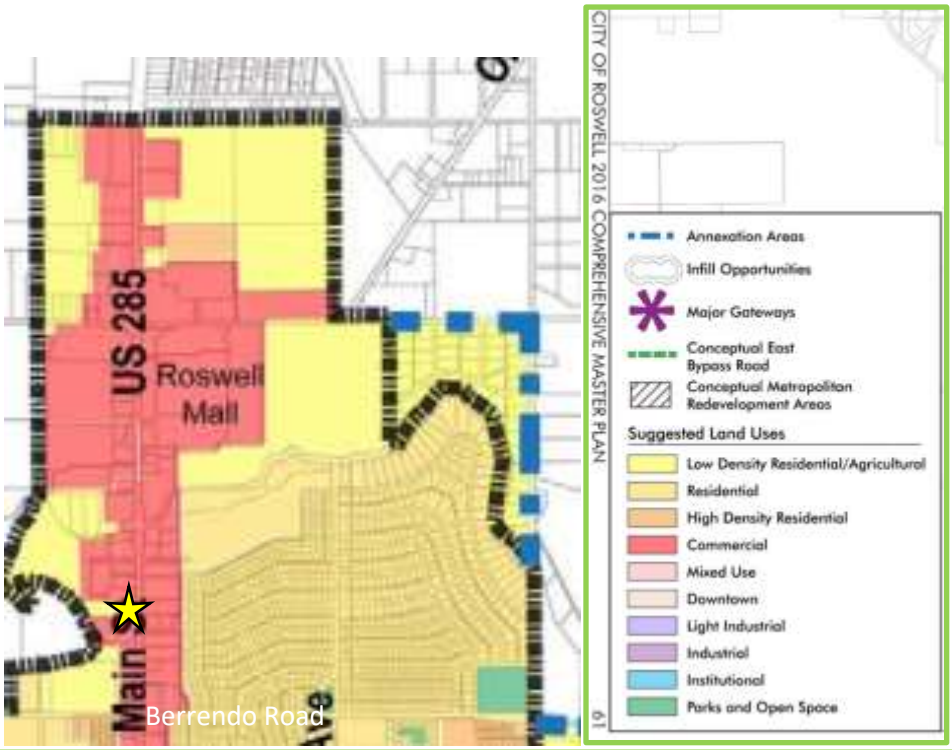
4. As of the time of this writing, the Planning & Zoning Office has received zero (0) written protests, zero (0) verbal protests, and zero (0) inquiries.

5. Chapter 27 of the Roswell Municipal Code regulates all projects related to cannabis within the City of Roswell.

6. The land use is compatible with the 2016 Comprehensive Master Plan Preferred Land Use Scenario Map that indicates the property under consideration is located within the North Main Street commercial corridor.

EXHIBIT B

STAFF SUMMARY FOR CASE: 24-017 CANN
REQUEST FOR ZONE CHANGE AND CONDITIONAL USE PERMIT TO OPERATE A RETAIL CANNABIS ESTABLISHMENT



Excerpt from *2016 Comprehensive Master Plan* Preferred Land Use Scenario Map

VI. Action by the Planning & Zoning Commission:

1. Chapter 27 – Cannabis states the following for the Planning & Zoning consideration.

Sec. 27-32. - Commission review.

Unless the cannabis project application is rejected, the commission shall consider whether to recommend a zoning request to city council at its next regular meetings after issuance of the department's written opinion. The commission may recommend the zoning request as presented or with conditions or amendments it deems appropriate. In the event that the commission votes to recommend denying a zoning request, the motion to recommend denial shall state the reasons for such.

2. It is requested that the Planning and Zoning Commission hold a public hearing, then make a motion to recommend to the City Council ***(for approval or denial or no recommendation)*** **of Zoning Case 24-017 CANN with Conditions of Approval specified in Exhibit F**.

EXHIBIT C.1: LETTER NOTIFYING SURROUNDING PROPERTY OWNERS OF ZONING CASE 24-017 CANN

LETTER SENT VIA CERTIFIED MAIL ON NOVEMBER 25, 2024 TO SURROUNDING PROPERTY OWNERS

ROSWELL
Community Development

COMMUNITY DEVELOPMENT DEPARTMENT
500 N Main St, Suite 100
Roswell, NM 88201
Telephone: (575) 637.6294

RE: PUBLIC HEARING NOTICE for ZONING CASE 24-017 CANN

Dear Property Owner:
You have received this notice via certified mail because Chaves County Assessor information indicates you are a property owner of record within **300** feet of **City of Roswell Planning & Zoning Case 24-017 CANN.** This notice informs you of an upcoming public hearing before the City of Roswell Planning and Zoning Commission regarding a Zoning Case for the following property.

DESCRIPTION OF ZONING APPLICATION REQUEST:

CASE 24-017 CANN Request for approval of a Zone Change to CCAN (Commercial Cannabis), and Conditional Use Permit to operate an adult use retail cannabis establishment.

PROPERTY OWNER: Property Management Plus LLC
APPLICANT: Gnomad Canna Co
PROPERTY LOCATION: 3606 N Main Street
LEGAL DESCRIPTION: Subd: BERRENDO IRRIGATED FARMS Block: 17 Lot: 10 S 200' W 280' E 300' S: 17 T: 10S R: 24E (BOUNDARY SURVEY S27-40) DOC# 202207139 WD

The City of Roswell Planning and Zoning Commission will hear public comments on the above zoning cases on Date: TUESDAY, December 17, 2024 at 6:00 p.m. in the Roswell Development Services Conference Room at the Sun West Centre Office Complex, located at 500 North Main Street, Suite 100. You are entitled, although not obligated, to comment either in writing to our office, in person, or online at the hearing.

To be considered, written protests must be submitted to and received by the Planning and Zoning Division no later than noon on the working day prior to the Planning and Zoning Commission meeting. Written comments may be delivered to the Planning & Zoning Division Community Development Department in the Roswell Development Services Office at 500 N Main Street Suite 100, or sent to: *City of Roswell, Planning & Zoning Administrator, PO BOX 1838, Roswell, NM 88202-1838 or via email to m.hildreth@roswell-nm.gov*.

The **information packet** for these zoning cases will be available no later than 5:00 p.m., on **Friday, December 13, 2024,** and may be viewed at https://www.roswell-nm.gov/489/Planning-Zoning-Commission. You may inspect the information packet in detail by calling 575.637.6294 for an appointment at the Planning & Zoning Division in the Roswell Development Services Office at 500 N Main Street, Suite 100. You may obtain copies of the information packet at a

cost of 35 cents per sheet. The City's Zoning Ordinance is available online at: https://library.municode.com/nm/roswell/codes/code_of_ordinances?nodeId=COOR_APXAZO

City of Roswell Code of Ordinances Article 27: CANNABIS is available online at: https://library.municode.com/nm/roswell/codes/code_of_ordinances?nodeId=COOR_CH27CA

Planning & Zoning Commission will forward a recommendation regarding this case to City Council for final consideration.

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

Respectfully,

Merideth Hildreth

Merideth Hildreth, AICP
Planning & Zoning Administrator

Miguel Martinez

Miguel Martinez, CZO
Associate Planner

(Area of Notification Map attached)

ANEXO C.2: 24-017 CANN CARTA DE NOTIFICANDO A LOS PROPIETARIOS DE LOS ALREDEDORES

CARTA ENVIADA POR CORREO CERTIFICADO EL 25 DE NOVIEMBRE DE 2024 A LOS PROPIETARIOS DE LOS ALREDEDORES

ROSWELL
Community Development

COMMUNITY DEVELOPMENT DEPARTMENT
500 N Main Street, Suite 100
Roswell, NM 88201
Teléfono: (575) 637.6294

RE: AVISO DE AUDIENCIA PÚBLICA para el CASO DE ZONIFICACIÓN 24-017 CANN

Estimado propietario:
Usted ha recibido este aviso por correo certificado porque el condado de Chaves Asesor la información indica que usted es un propietario registrado dentro **de los 300** pies del **Caso de Planificación y Zonificación de la Ciudad de Roswell 24-017 CANN.** Este aviso le informa del próximo audiencia pública ante la Comisión de Planificación y Zonificación de la Ciudad de Roswell con respecto a un caso de zonificación para la siguiente propiedad.

DESCRIPCIÓN DE LA SOLICITUD DE ZONIFICACIÓN:
CASO 24-017 CANN Solicitar el cambio de zona de un Cambio de Zona a CCAN (Cannabis Comercial) y Permiso de Uso Condicional para operar un establecimiento minorista de cannabis para uso adulto.
PROPIETARIO: Property Management Plus LLC
SOLICITANTE: Gnomad Canna Co
UBICACIÓN DE LA PROPIEDAD: 3606 N Main Street, Suite 500
DESCRIPCIÓN LEGAL: Subd: BERRENDO IRRIGATED FARMS Block: 17 Lot: 10 S 200' W 280' E 300' S: 17 T: 10S R: 24E (BOUNDARY SURVEY S27-40) DOC# 202207139 WD

La Comisión de Planificación y Zonificación de la Ciudad de Roswell escuchará los comentarios del público sobre el caso de zonificación. Fecha: MARTES 17 de Diciembre de 2024 a las 6:00 p.m. en la Sala de Conferencias de Roswell Development Services umbicada en 500 N Main Street, Suite 100 en el Complejo de las Oficinas de Sun West Centre. Usted tiene derecho, aunque no este obligado(a), a comentar por escrito a nuestra oficina, en persona o en línea en la audiencia.

Para ser considerado, las protestas por escrito deben ser presentadas y recibidas por la División de Planificación y Zonificación a más tardar del mediodía del día anterior de la reunión de la Comisión de Planificación y Zonificación. Los comentarios por escrito pueden enviarse a la División de Planificación y Zonificación en la Oficina de Servicios de Desarrollo de Roswell en 500 N Main Street Suite 100, o enviarse a: *Ciudad de Roswell, Administrador de Planificación y Zonificación, PO BOX 1838, Roswell, NM 88202-1838 o por correo electrónico a m.hildreth@roswell-nm.gov* .

El **paquete** de información para estos casos de zonificación estará disponible a más tardar a las 5:00 p.m., el **viernes 13 de diciembre de 2024,** y se puede ver en https://www.roswell-nm.gov/489/Planning-Zoning-Commission. Puede inspeccionar el paquete de información en

detalle llamando al 575.637.6294 para una cita en la División de Planificación y Zonificación en la Oficina de Servicios de Desarrollo de Roswell en 500 N Main Street, Suite 100. Puede obtener copias del paquete de información a un costo de 35 centavos por hoja.

La Ordenanza de Zonificación de la Ciudad está disponible en línea en:
https://library.municode.com/nm/roswell/codes/code_of_ordinances?nodeId=COOR_APXAZO

Código de Ordenanzas de la Ciudad de Roswell Artículo 27: CANNABIS está disponible en línea en:
https://library.municode.com/nm/roswell/codes/code_of_ordinances?nodeId=COOR_CH27CA

La Comisión de Planificación y Zonificación enviará una recomendación sobre este caso al Concejo Municipal para su consideración final.

Si usted es una persona con una discapacidad que necesita un lector, amplificador, intérprete calificado de lenguaje de señas o cualquier otra forma de ayuda o servicio auxiliar para asistir o participar en la audiencia o reunión, comuníquese con Recursos Humanos al 575-624-6700 al menos una semana antes de la reunión o lo antes posible. Los documentos públicos, incluyendo el orden del día y las actas, pueden proporcionarse en varios formatos accesibles. Comuníquese con el Secretario Municipal al 575-624-6700 si necesita un resumen u otro tipo de formato accesible.

Respetuosamente

Merideth Hildreth

Merideth Hildreth, AICP
Planning & Zoning Administrator

Miguel Martínez

Miguel Martínez, CZO
Associate Planner

(Área de Mapa de Notificación adjunta)

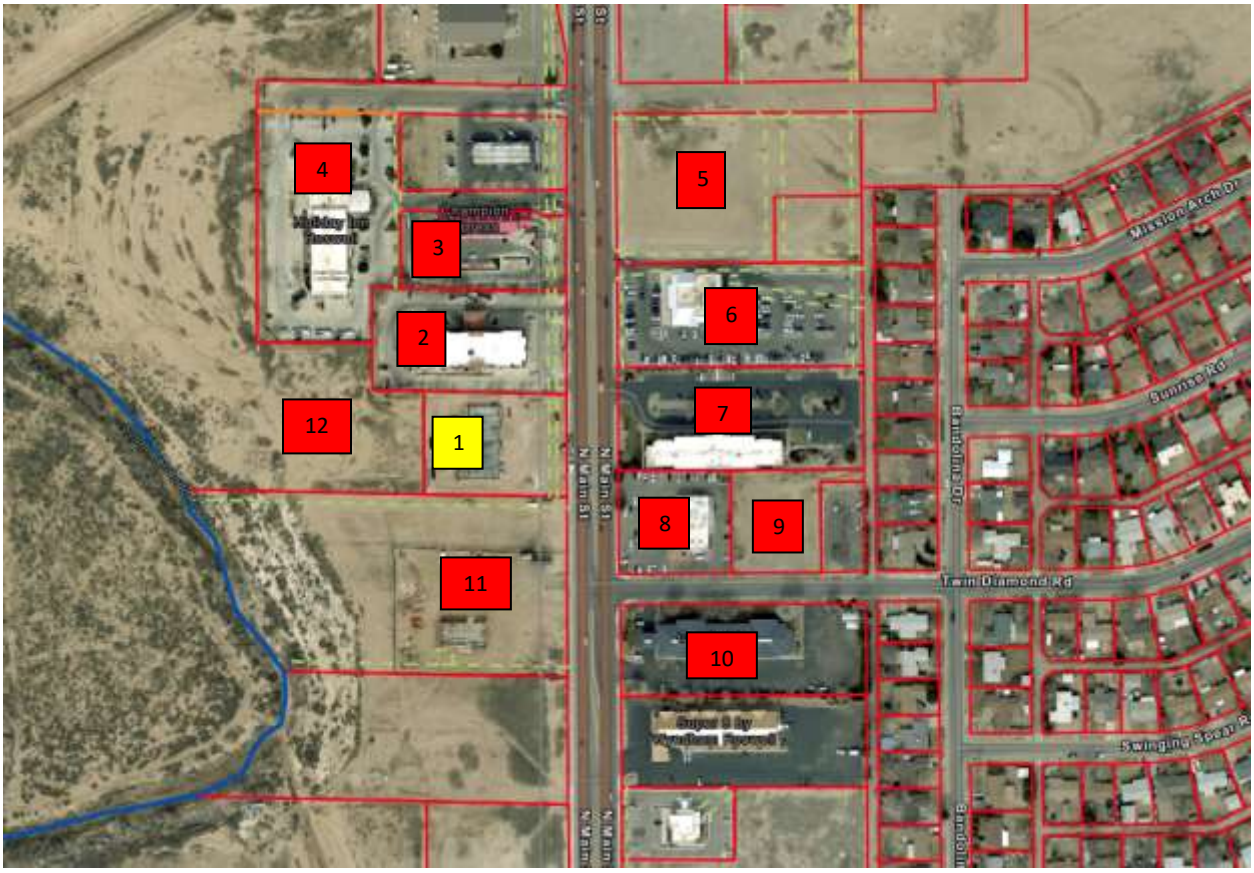
EXHIBIT D: CASE 24-017 CANN

Request a Zone Change to CCAN (Commercial Cannabis) and Conditional Use Permit to Operate an Adult Use Retail Cannabis Establishment

Solicita un cambio de zona a CCAN (Cannabis comercial) y un permiso de uso condicional para operar un establecimiento minorista de cannabis para uso adulto

CHAVES COUNTY ASSESSOR'S MAP IDENTIFYING PROPERTY UNDER CONSIDERATION AND PROPERTIES WITHIN ZONING CASE NOTIFICATION AREA

EL MAPA DEL TASADOR DEL CONDADO DE CHAVES QUE IDENTIFICA LA PROPIEDAD BAJO CONSIDERACIÓN Y LAS PROPIEDADES DENTRO DEL ÁREA DE NOTIFICACIÓN DE CASOS DE ZONIFICACIÓN



1 **PROPERTY UNDER CONSIDERATION – 3606 N Main Street Suite 500**

NOTIFICATION LETTERS SENT TO PROPERTY OWNERS IN NOTIFICATION AREA

EXHIBIT E: 24-017 CANN– NOTIFICATION AREA ADDRESSES

1
Property Management Plus LLC
3829 N Grimes St Ste 75
Hobbs, NM 88240

Emrick, Amber; Emrick, Jason
401 W Woodfin Dr
Hobbs, NM 88242

2
Roswell Investment LLC
440 Dream St SE
Moses Lake, WA 98837

Property Owner/Manager
3610 N Main St
Roswell, NM 88201

3
Realty Income Properties 26, LLC
C/O Zips Car Wash ATTN: Tax Department
15 W 6th St Ste 2400
Tulsa, OK 74119

PROPERTY OWNER/ MANAGER
3616 N Main St
ROSWELL, NM 88201

4
Opulence Hospitality Inc
8411 Firestone Ln NE Ste B
Albuquerque, NM 87113

PROPERTY OWNER/ MANAGER
3620 N Main St
ROSWELL, NM 88201

5 (Site is vacant land)

Roswell North Main LLC
2727 N Central Ave
Phoenix, AZ 85004

6
Trust of William and Patricia Mandel
4072 19th St
San Francisco, CA 94114

Property Owner/Manager

EXHIBIT E: 24-017 CANN– NOTIFICATION AREA ADDRESSES

3611 N Main St
Roswell, NM 88201

7
Visvas II LLC
3595 N Main St
ROSWELL, NM 88201

Property Owner/Manager
3607 N Main St
Roswell NM 88201

8
Jaks Holdings LLC
PO Box 2567
ROSWELL, NM 88202

Property Owner/Manager
3601 N Main St
Roswell, NM 88201

9 (Site is vacant land)

Kroenke, E Stanley
211 N Stadium Blvd Ste 207
Columbia, MO 65203

10
Guru Murti Hospitality LLC
3595 N Main St
ROSWELL, NM 88201

11 (Site is under development)
Silva, Juan V; Silva, Dayna Leann
609 W Berrendo Rd
ROSWELL, NM 88201

12 (Site is vacant land)

MRUDA LLC
8411 Firestone Lane NE Ste B
Albuquerque, NM 87113

EXHIBIT F
DRAFT CONDITIONS OF APPROVAL
ZONING CASE 24-017 CANN
Gnomad Canna Co
3606 N Main Street, Suite 500

General Conditions

1. Zoning Case **24-017 CANN** is contingent upon City Council approval and adoption of the attendant Change of Zone and Conditional Use Permit (CUP) applications. Zoning Case **24-017 CANN** hereby approves an indoor retail cannabis business, **Gnomad Canna Co**, located at **3606 N Main Street, Suite 500**, in the City of Roswell, New Mexico.

2. If approved by the City Council, Zoning Case **24-017 CANN** provides for the development and operation of a commercial cannabis establishment as **Gnomad Canna Co**, located at **3606 N Main Street, Suite 500**. The CUP allows for **Gnomad Canna Co** to operate as a Recreational (Adult Use) and Medical Cannabis Retailer under a VICE License or equivalent issued by the New Mexico Cannabis Control Division of the NMRLD. Except as provided for by this permit for the uses above, the cultivation, processing, manufacture, and/or distribution of cannabis, or cannabis derived products beyond current activities by **Gnomad Canna Co** is not permitted at this location. Any request to expand operations beyond that which is permitted under Zoning Case **24-017 CANN**, including, but not limited to cultivation, processing, manufacture, distribution, on-site consumption, and special events, deemed by Staff to not be within substantial conformance with this approval, will require an amendment to the approval of Zoning Case **24-017 CANN**.

3. Hours of operation for the retail cannabis business shall be from **10 a.m. to 7 p.m. Monday through Saturday, and 11 a.m. to 5 p.m. on Sunday**, unless otherwise restricted by the State of New Mexico or the City of Roswell.

4. The owner shall procure a City of Roswell Cannabis Operational Permit and a State License prior to commencement of business activities.

5. Prior to commencement of retail sales, the owner/operator of **Gnomad Canna Co** shall provide evidence of compliance with the New Mexico Regulation and Licensing Department (NMRLD), Cannabis Control Division (CCD), Cannabis Retailer Applicant and Licensing Checklist. Pursuant to the Cannabis Retailer and Licensing Checklist, the owner/operator shall submit copies of the following to the Community Development Department for review:
    a. A Social and Economic Equity Plan
    b. Proof of Age for Every Controlling Person
    c. CHS Affidavit and DPS Background Check Authorization
    d. Premises Diagram Attestation
    e. Copy of Signed Certification and Attestation as required by the NMRLD/CCD.

6. Prior to commencement of operations, the owner/operator of **Gnomad Canna Co** shall submit copies of required plans and documents for verification of compliance with Sec. 27-67.B through J, inclusive of Chapter 27 of the Roswell Municipal Code to the Community Development Department. Operations of retail sales shall not commence until such time as all required plans and/or documents, required under this Section, are reviewed, approved,

and any required systems installed and ready for operation.

7. The Applicant shall secure building permits for all tenant improvements for the cannabis establishment through the City's Building Division and the Fire Marshal's office prior to the commencement of business activities.

8. Zoning Case **24-017 CANN** shall be valid for 12 months from the effective date of said City Council approval to begin operation of the business, unless the applicant requests an extension of time and is granted by the Planning and Zoning Commission. Issuance of building permits and pursuit of construction also will serve to vest the interest in **24-017 CANN**.

9. Construction plans for tenant improvements shall be in conformance with the floor plan designed in accordance with the **Gnomad Canna Co** facility.

10. The retail cannabis use shall not result in the creation of any odors detectable from anywhere off the property boundaries. The use of carbon filtration systems and other mitigation measures shall be used on all cannabis activities that cause such odors.

11. All plans, as shown, are considered "conceptual," subject to revisions as called out by the conditions of this resolution. The plans shall not be stamp-approved until all conditions requesting revisions have been satisfied during the building plan check process. Any substantial changes to the plans, including changes shown on future building permit plans deemed by Staff to not be within substantial conformance of this approval, will require an amendment to the approval of **24-017 CANN**.

12. The project shall comply with all applicable codes, laws and regulations, regardless of whether they are listed in these conditions. This includes conformance with the requirements of the adopted I.E.B.C., or U.B.C., U.P.C., U.M.C., N.E.C., I.F.C, A.N.S.I, and I.E.C.C., including all requirements of the State of New Mexico, Roswell Police Department, the Roswell Fire Department and any requirements by any other agency having jurisdiction on the project.

13. The applicant shall defend, indemnify, and hold harmless the City of Roswell, its officials, officers, employees, and agents from and against any claim, action, or proceeding against the City, its officials, officers, employees or agents to attack, set aside, void or annul any project approval or condition of approval of the city concerning this project, including, but not limited to any approval, condition of approval, or mitigation measure imposed by the City Council or Planning & Zoning Commission. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officials, officers, employees and agents in the defense of the City Attorney, within five days of the effective date of this approval.

14. All plan submittals and permits are the responsibility of the developer. This includes plan submittals to the City of Roswell, the City of Roswell Fire Department/Fire Marshal, or to other agencies for whom plan review and approval is required.

This digital copy of your license is to be used for limited purposes only and does not replace the official license issued and mailed by the New Mexico Regulation and Licensing Department. This digital copy may be used for insurance credentialing or for other limited purposes when an official license is not available. This digital copy should not be used for public display, except for temporary purposes, if the license is required to be displayed at the licensee's primary place of business. Additional copies or replacements of an official license may be ordered for a fee online through the licensing portal.

State of New Mexico

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Regulation & Licensing Department
Cannabis Control Division

HEREBY CERTIFIES THAT

GNOMAD LLC

HAVING GIVEN SATISFACTORY EVIDENCE OF THE LICENSING REQUIREMENTS PRESCRIBED BY LAW IS GRANTED A LICENSE TO OPERATE IN THE STATE OF NEW MEXICO AS A

Vertically Integrated Cannabis Establishment

223 West Broadway
Tatum, NM, 88267

License No. VIC-2023-0020 Issued 03/27/2023 Expires 03/26/2025

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

This digital copy of your license is to be used for limited purposes only and does not replace the official license issued and mailed by the New Mexico Regulation and Licensing Department. This digital copy may be used for insurance credentialing or for other limited purposes when an official license is not available. This digital copy should not be used for public display, except for temporary purposes, if the license is required to be displayed at the licensee's primary place of business. Additional copies or replacements of an official license may be ordered for a fee online through the licensing portal.

State of New Mexico

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Regulation & Licensing Department
Cannabis Control Division

HEREBY CERTIFIES THAT

GNOMAD LLC

HAVING GIVEN SATISFACTORY EVIDENCE OF THE LICENSING REQUIREMENTS PRESCRIBED BY LAW IS GRANTED A LICENSE TO OPERATE IN THE STATE OF NEW MEXICO AS A

Vertically Integrated Cannabis Establishment

Manufacturer III; Retail

223 W Broadway Ste A

Tatum, NM, 88267

License No. VIC-2023-0020-PRM-0002 Issued 04/06/2023 Expires 03/26/2025

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

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State of New Mexico

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Regulation & Licensing Department
Cannabis Control Division

HEREBY CERTIFIES THAT

GNOMAD LLC

HAVING GIVEN SATISFACTORY EVIDENCE OF THE LICENSING REQUIREMENTS PRESCRIBED BY LAW IS GRANTED A LICENSE TO OPERATE IN THE STATE OF NEW MEXICO AS A

Vertically Integrated Cannabis Establishment

Manufacturer III; Retail

3501 N Grimes St

Hobbs, NM, 88240

License No. VIC-2023-0020-PRM-0003 Issued 04/06/2023 Expires 03/26/2025

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

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State of New Mexico

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Regulation & Licensing Department
Cannabis Control Division

HEREBY CERTIFIES THAT

GNOMAD LLC

HAVING GIVEN SATISFACTORY EVIDENCE OF THE LICENSING REQUIREMENTS PRESCRIBED BY LAW IS GRANTED A LICENSE TO OPERATE IN THE STATE OF NEW MEXICO AS A

Vertically Integrated Cannabis Establishment

Producer

223 W Broadway St Suite B

Tatum, NM, 88267

License No. VIC-2023-0020-PRM-0005 Issued 03/27/2023 Expires 03/26/2025

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

This digital copy of your license is to be used for limited purposes only and does not replace the official license issued and mailed by the New Mexico Regulation and Licensing Department. This digital copy may be used for insurance credentialing or for other limited purposes when an official license is not available. This digital copy should not be used for public display, except for temporary purposes, if the license is required to be displayed at the licensee's primary place of business. Additional copies or replacements of an official license may be ordered for a fee online through the licensing portal.

State of New Mexico

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Regulation & Licensing Department
Cannabis Control Division

HEREBY CERTIFIES THAT

GNOMAD LLC

HAVING GIVEN SATISFACTORY EVIDENCE OF THE LICENSING REQUIREMENTS PRESCRIBED BY LAW IS GRANTED A LICENSE TO OPERATE IN THE STATE OF NEW MEXICO AS A

Vertically Integrated Cannabis Establishment

Manufacturer III; Retail

211 W Broadway

Tatum, NM, 88267

License No. VIC-2023-0020-PRM-0009 Issued 03/07/2023 Expires 03/26/2025

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

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State of New Mexico

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Regulation & Licensing Department
Cannabis Control Division

HEREBY CERTIFIES THAT

GNOMAD LLC

HAVING GIVEN SATISFACTORY EVIDENCE OF THE LICENSING REQUIREMENTS PRESCRIBED BY LAW IS GRANTED A LICENSE TO OPERATE IN THE STATE OF NEW MEXICO AS A

Vertically Integrated Cannabis Establishment

Manufacturer III; Retail

2117 Sudderth Drive

Ruidoso, NM, 88345

License No. VIC-2023-0020-PRM-0010 Issued 03/07/2023 Expires 03/26/2025

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

EXHIBIT H 24-017 CANN



Office of the New Mexico Secretary of State
Filing Number: 0002214577
Filed On: 3/4/2022
Total Number of Pages: 1 of 4

EXHIBIT I 24-017 CANN: ARTICLES OF ORGANIZATION

Limited Liability Company

ONLINE ARTICLES OF ORGANIZATION

The undersigned, acting as organizer(s) of a Limited Liability Company pursuant to the New Mexico Limited Liability Company Act, adopt the following Articles of Organization:

ARTICLE ONE: The name of the Limited Liability Company is:

GNOMAD LLC

ARTICLE TWO: The period of duration is: Perpetual

ARTICLE THREE:
(1) The name of the initial registered agent at the address is:

First Name	Last Name
Amber	Emrick

(2) The New Mexico street address of the company's initial registered agent is:

Type	Address	City	State	Zip	Country
Physical Address	401 W Woodfin Dr.	Hobbs	NM	88242	USA

(Post Office Box is not acceptable. Provide a description of the geographical location if a street address does not exist.)

(3) The street address of the company's principal place of business, if different from its registered agent's address is:

Address	City	State	Zip	Country
401 W Woodfin Dr.	Hobbs	NM	88242	USA

(4) The mailing address of the Limited Liability Company is:

Address	City	State	Zip	Country
401 W Woodfin Dr.	Hobbs	NM	88240	USA

Email Address: NONE

Phone: 575-390-0044

ARTICLE FOUR: (Check only if applicable):

☐ YES Management of the business and affairs of the company is vested in a manager(s).

Manager Name and address:

Name	Physical Address	Mailing Address

ARTICLE FIVE: (Check only if applicable):

☑ YES The Limited Liability Company is a single member Limited Liability Company.

Member Name and address:

Name	Physical Address	Mailing Address
Amber Emrck	401 W Woodfin Dr., Hobbs, NM 88242	401 W Woodfin Dr., Hobbs, NM 88242

ARTICLE SIX: If these Articles of Organization are not to be effective upon filing with the Secretary of State's Office, the effective date is *(if an effective date is specified here, it cannot be a date prior to the date the articles are received by the Secretary of State's Office.)*

Effective Date

03/04/2022

Purpose: Wholesale and Retail Sales

NAICS Code:

NAICS Sub Code:

Organizer(s) Printed Name(s):

(Typing the First and Last Name of the Organizer(s), is the equivalent of an electronic signature.)

First Name	Last Name
Amber	Emrck

STATE OF NEW MEXICO

MAGGIE TOULOUSE OLIVER

SECRETARY OF STATE

Certificate of Good Standing and Compliance

IT IS HEREBY CERTIFIED THAT:

GNOMAD LLC

6753930

the above named entity, a Company organized under the laws of New Mexico, is duly authorized to transact business in New Mexico as a Domestic Limited Liability Company, under the

Limited Liability Company Act 53-19-1 to 53-19-74 NMSA 1978

having filed its Articles of Organization on March 4, 2022, and Certificate of Organization issued as of said date.

It is further certified that the fees due to the Office of the Secretary of State which have been assessed against the above named entity have been paid to date and the entity is in good standing and duly authorized to transact business as its existence has not been revoked in New Mexico. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's financial condition or business activities and practices.

Certificate Issued: November 11, 2024

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.

Maggie Toulouse Oliver

Maggie Toulouse Oliver
Secretary of State

Certificate Validation #: 0102701

A certificate issued electronically from the New Mexico Secretary of State's office is immediately valid and effective. The validity of a certificate may be established by viewing the Certificate Validation option on the Business Filing System at https://portal.sos.state.nm.us/bfs/online and following the instructions displayed under Certificate Validation.

SOCIAL AND ECONOMIC EQUITY PLAN

Corresponds to RLD Rule: 16.8.2.22

GNOMAD, LLC Social and Economic Equity Plan

GNOMAD, LLC understands and values the importance of having a positive impact on our community, the State of New Mexico, and our neighbors. We will work to fortify relationships to benefit individuals and their families including and not limited to people of color, veterans, low-income residents, seniors, and people who have been unfairly impacted by the war on drugs.

DIVERSITY IN OWNERSHIP:

GNOMAD, LLC is a Woman owned company with commercial cannabis experience.

Controlling Person:

Amber Emrick

Address: 401 W Woodfin

Hobbs, NM 88240

Email: amber@gnomadcannaco.com

Phone: 575-390-7483

Gender: Female

Race: White

40 years of age

GNOMAD, LLC does not operate in a disadvantaged area.

Diversity In Employment

We believe in equitable talent acquisition & retention and support diversity in the workplace. Our hiring practices have been implemented to be intentional about drawing from a diverse pool of qualified applicants that represent the composition of the communities in which we operate. We will work to establish relationships with groups that are diversity-focused for the purposes of networking with their constituencies for employment purposes and providing information on employment opportunities.

Within 6 months of beginning licensed operations:

1. Participate in at least two community job hiring fairs hosted primarily in communities of color, to include but not limited to:

a. New Mexico Department of Workforce Solutions Job Fair(s) (ongoing)

b. Roswell Chamber Job/Career Fair

Within 1 year of beginning licensed operations:

1. Will donate $1000 to a scholarship program at a New Mexico institution of higher education providing a program for low-income or minority students, so long as that program provides a pathway to employment in an underrepresented job in the cannabis field, as identified by the Cannabis Control Division's annual equity report

SOCIAL AND ECONOMIC EQUITY PLAN

Corresponds to RLD Rule: 16.8.2.22

Diversity In Purchasing

In addition, wherever possible, we are building relationships with diverse suppliers who are helping us build a successful company and who will help strengthen our supply chain. Where possible, GNOMAD, LLC will seek out small business vendors who are minority-owned. To achieve this goal, we will:

Within 6 months of beginning licensed operations:

2. Participate in and join at least two of these chambers of commerce working towards minority participation in cannabis and business-in-general:

a. The New Mexico Cannabis Chamber of Commerce

b. The Roswell Chamber of Commerce

c. The Roswell Hispano Chamber

d. The New Mexico OUT Business Alliance (LGBTQ+)

On an annual basis, GNOMAD, LLC will:

1. Conduct a review of our vendors with whom we do $10,000 or more of business annually to:

a. Identify, where possible, whether they are local and/or minority-owned

b. If a local and/or minority-owned business provides the same service at a comparable price

2. Recruit identified local and/or minority businesses to bid for those services

Commitment to Criminal Justice Reform in Drug Policy

GNOMAD, LLC remains dedicated to criminal justice reform with regards to record expungement and harm caused by the war on drugs, especially to certain communities. Wherever possible we will conduct and participate in education efforts around record expungement. Expungement is important as it typically leads to higher earnings and lower recidivism rates. This provides a positive benefit to communities that have been impacted at a

higher rate.

GNOMAD, LLC will implement a hiring policy, consistent with NMAC employee licensing requirements, prohibiting discrimination in hiring based on prior criminal convictions solely involving cannabis offenses.

Duty to Report

GNOMAD, LLC will promptly reply with all division requirements for reporting to meet the division's mandate to produce an annual equity report.

EXHIBIT C.3: LETTER NOTIFYING SURROUNDING PROPERTY OWNERS OF ZONING CASE 24-017 CANN

LETTER SENT VIA CERTIFIED MAIL ON DECEMBER 27, 2024 TO SURROUNDING PROPERTY OWNERS

COMMUNITY DEVELOPMENT DEPARTMENT
500 N Main St, Suite 100
Roswell, NM 88201
Telephone: (575) 637.6294

NOTICE OF PUBLIC HEARING FOR ZONING CASE 24-017 CANN

Notice is hereby given that a public hearing will be held to request for approval of a Variance to the adjacent R-S Rural Suburban Zoning District, Zone Change to CCAN (Commercial Cannabis), and Conditional Use Permit to operate an adult-use retail cannabis establishment at 3606 N Main Street, Suite 500. Legal Description: Subd: BERRENDO IRRIGATED FARMS Block: 17 Lot: 10 S 200' W 280' E 300' S: 17 T: 10S R: 24E (BOUNDARY SURVEY S27-40) DOC# 202207139 WD (Property Owner: Property Management Plus LLC.) (Applicant: Gnomad Canna Co) by the Roswell City Council during the Regular Council meeting on January 9, 2025 at 6:00 p.m. at the Chaves County Administrative Center – Joseph R. Skeen Building #1 St. Mary's Place, Roswell, New Mexico 88203.

Dear Property Owner:
You have received this notice via certified mail because Chaves County Assessor information indicates you are a property owner of record within **300** feet of **City of Roswell Planning & Zoning Case 24-017 CANN.** This notice informs you of an upcoming public hearing before the City of Roswell City Council as noted above.

The City of Roswell CITY COUNCIL will hear public comments on the above zoning case on Date: THURSDAY, January 9, 2025, at 6:00 p.m. at the Chaves County Administrative Center – Joseph R. Skeen Building #1 St. Mary's Place, Roswell, New Mexico 88203.

You are entitled, although not obligated, to comment either in writing to our office or in person at the hearing.

Written comments may be submitted and received before noon on the day of the hearing to the Planning and Zoning Division in the Roswell Development Services Office at 500 N Main Street Suite 100, or sent to: *City of Roswell, Planning & Zoning Administrator, PO BOX 1838, Roswell, NM 88202-1838 or via email to* *m.hildreth@roswell-nm.gov*.

BACKGROUND:
On December 17, 2024, Case 24-017 CANN was presented to the Planning & Zoning Commission; and the Meeting Packet includes the case information and may be viewed on the City of Roswell's website at https://www.roswell-nm.gov/AgendaCenter/ViewFile/Agenda/_12172024-2761

The Planning & Zoning Commission forwarded its recommendation to City Council for a final public hearing to be held on January 9, 2025. You will be able to view the City Council meeting packet for the January 9, 2025 meeting once it is posted.
https://www.roswell-nm.gov/AgendaCenter

The City's Zoning Ordinance is available online at:
https://library.municode.com/nm/roswell/codes/code_of_ordinances?nodeId=COOR_APXAZO

City of Roswell Code of Ordinances Article 27: CANNABIS is available online at:
https://library.municode.com/nm/roswell/codes/code_of_ordinances?nodeId=COOR_CH27CA

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

Respectfully,

Merideth Hildreth
Merideth Hildreth, AICP
Planning & Zoning Administrator

(Area of Notification Map attached)

EXHIBIT C.4: ANEXO C.2: 24-017 CANN CARTA DE NOTIFICANDO A LOS PROPIETARIOS DE LOS ALREDEDORES

CARTA ENVIADA POR CORREO CERTIFICADO EL 27 DE DICIEMBRE DE 2024 A LOS PROPIETARIOS DE LOS ALREDEDORES

COMMUNITY DEVELOPMENT DEPARTMENT
500 N Main St, Suite 100
Roswell, NM 88201
Telephone: (575) 637.6294

RE: AVISO DE AUDIENCIA PÚBLICA para el CASO DE ZONIFICACIÓN 24-017 CANN

Por la presente se notifica que se llevará a cabo una audiencia pública para solicitar la aprobación de una Variación al Distrito de Zonificación Suburbana Rural R-S adyacente, Cambio de Zona a CCAN (Cannabis Comercial) y Permiso de Uso Condicional para operar un establecimiento minorista de cannabis para adultos en 3606 N Main Street, Suite 500. Descripción Legal: Subd: BERRENDO IRRIGATED FARMS Block: 17 Lot: 10 S 200' W 280' E 300' S: 17 T: 10S R: 24E (BOUNDARY SURVEY S27-40) DOC# 202207139 WD (Propietario: Property Management Plus LLC.) (Solicitante: Gnomad Canna Co) por el Concejo Municipal de Roswell durante la reunión ordinaria del Concejo **Juevas, 9 de enero, 2025, a las 6:00 p.m.** en el Centro Administrativo Chaves County – Joseph R. Skeen Building #1 St. Mary's Place, Roswell, New Mexico 88203.

Estimado propietario:
Usted ha recibido este aviso por correo certificado porque el condado de Chaves Asesor indica la información que usted es un propietario registrado dentro **de los 300** pies del **Caso de Planificación y Zonificación de la Ciudad de Roswell 24-017 CANN.** Este aviso le informa del próximo audiencia pública ante la Comisión de Planificación y Zonificación de la Ciudad de Roswell con respecto a un caso de zonificación para la siguiente propiedad mentionado arriba.

Concejo Municipal de Roswell la Ciudad de Roswell escuchará los comentarios del público sobre el caso de zonificación. Fecha: Juevas, 9 de enero, 2025, a las 6:00 p.m. en el Centro Administrativo Chaves County – Joseph R. Skeen Building #1 St. Mary's Place, Roswell, New Mexico 88203.

Usted tiene derecho, aunque no este obligado(a), a comentar por escrito a nuestra oficina, en línea o en persona con la audiencia.

Para ser considerado, las protestas por escrito deben ser presentadas y recibidas por la División de Planificación y Zonificación a más tardar un dia antes del medio dia de la reunión a Comisión de Planificación y Zonificación. Los comentarios por escrito pueden enviarse a la División de Planificación y Zonificación en la Oficina de Servicios de Desarrollo de Roswell en 500 N Main Street Suite 100, o enviarse a: *Ciudad de Roswell, Administrador de Planificación y Zonificación, PO BOX 1838, Roswell, NM 88202-1838 o por correo electrónico a m.hildreth@roswell-nm.gov* .

FONDO:
El 17 de diciembre de 2024, se presentó el Caso 24-017 CANN ante la Comisión de Planificación y Zonificación; y el Paquete de la Reunión incluye la información del caso y se puede ver en el sitio web de la Ciudad de Roswell en https://www.roswell-nm.gov/AgendaCenter/ViewFile/Agenda/_12172024-2761

La Comisión de Planificación y Zonificación remitió su recomendación al Concejo Municipal para una audiencia pública final que se llevará a cabo el 9 de enero de 2025. Podrá ver el paquete de la reunión del Concejo Municipal para la reunión del 9 de enero de 2025 una vez que se publique. https://www.roswell-nm.gov/AgendaCenter

La Ordenanza de Zonificación de la Ciudad está disponible en línea en: https://library.municode.com/nm/roswell/codes/code_of_ordinances?nodeId=COOR_APXAZO

Código de Ordenanzas de la Ciudad de Roswell Artículo 27: CANNABIS está disponible en línea en: https://library.municode.com/nm/roswell/codes/code_of_ordinances?nodeId=COOR_CH27CA

Si usted es una persona con una discapacidad que necesita un lector, amplificador, intérprete calificado de lenguaje de señas o cualquier otra forma de ayuda o servicio auxiliar para asistir o participar en la audiencia o reunión, comuníquese con Recursos Humanos al 575-624-6700 al menos una semana antes de la reunión o lo antes posible. Los documentos públicos, incluyendo el orden del día y las actas, pueden proporcionarse en varios formatos accesibles. Comuníquese con el Secretario Municipal al 575-624-6700 si necesita un resumen u otro tipo de formato accesible.

Respetuosamente

Merideth Hildreth
Merideth Hildreth, AICP
Planning & Zoning Administrator

(Área de Mapa Notificación adjunta)

EXHIBIT E.2: 24-017 CANN– NOTIFICATION AREA ADDRESSES

1
PROPERTY MANAGEMENT PLUS LLC
3829 N GRIMES ST STE 75
HOBBS NM 88240

AMBER EMRICK & JASON EMRICK
401 W WOODFIN DR
HOBBS NM 88242

2
COMFORT SUITES
PROPERTY OWNER/MANAGER
3610 N MAIN ST
ROSWELL NM 88201

3
REALTY INCOME PROPERTIES 26 LLC
C/O ZIPS CAR WASH ATTN: TAX DEPARTMENT
15 W 6TH ST STE 2400
TULSA OK 74119

ZIPS CAR WASH
PROPERTY OWNER/ MANAGER
3616 N MAIN ST
ROSWELL NM 88201

4
OPULENCE HOSPITALITY INC
8411 FIRESTONE LN NE STE B
ALBUQUERQUE NM 87113

HOLIDAY INN ROSWELL
PROPERTY OWNER/ MANAGER
3620 N MAIN ST
ROSWELL NM 88201

5 (SITE IS VACANT LAND – LOT NORTH OF 3611 N MAIN)

ROSWELL NORTH MAIN LLC
131 MADISON ST NE
ALBUQUERQUE NM 87108

6
TRUST OF WILLIAM AND PATRICIA MANDEL
4072 19TH ST
SAN FRANCISCO CA 94114

TEXAS ROADHOUSE
PROPERTY OWNER/MANAGER
3611 N MAIN ST
ROSWELL NM 88201

7
VISVAS II LLC
3595 N MAIN ST
ROSWELL NM 88201

HAMPTON INN & SUITES
PROPERTY OWNER/MANAGER
3607 N MAIN ST
ROSWELL NM 88201

8
JAKS HOLDINGS LLC
PO BOX 2567
ROSWELL NM 88202

ANTIGUA
PROPERTY OWNER/MANAGER
3601 N MAIN ST
ROSWELL NM 88201

9 (SITE IS VACANT LAND – 100 BLOCK TWIN DIAMOND RD)

E STANLEY KROENKE
211 N STADIUM BLVD STE 207
COLUMBIA MO 65203

10
QUALITY INN & SUITES
GURU MURTI HOSPITALITY LLC
3595 N MAIN ST
ROSWELL NM 88201

11 (3600 N MAIN STREET - SITE IS UNDER DEVELOPMENT)
JUAN V SILVA & DAYNA LEANN SILVA
609 W BERRENDO RD
ROSWELL NM 88201

12 (SITE IS VACANT LAND 3624 N MAIN ST)

MRUDA LLC
8411 FIRESTONE LANE NE STE B
ALBUQUERQUE NM 87113

P&Z DRAFT MEETING MINUTES
Roswell Planning & Zoning Commission
Tuesday, December 17, 2024 - 6:00 PM
Roswell Development Services Conference Room
500 N Main Street, Suite 100 (Sunwest Centre)
Roswell, New Mexico

Chair: Saul Aguilar; Vice Chair: Jana Lessard; Secretary: Greg Holman
Members: Steve Henderson, Richard L. Gutierrez, Alicia Gilmore

Jessica Vickers, Esq
Merideth Hildreth, AICP
Miguel Martinez, CZO
Louis Najar, P.E.
James MacCornack, P.E.

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

A. CALL TO ORDER AND WELCOME – Chair Saul Aguilar
Chair Aguilar called to order the regular meeting of the Planning & Zoning Commission at approximately **6:00 p.m.**

B. ROLL-CALL

Saul Aguilar	Present
Jana Lessard	Present by Phone
Steve Henderson	Present
Richard L. Gutierrez	Absent
Greg Holman	Present
Alicia Gilmore	Present by Phone

Staff Members Present:
Jessica Vickers, Esq, Community Development Director
Merideth Hildreth, AICP, Planning and Zoning Administrator
Miguel Martinez, CZO, Associate Planner
Louis Najar, P.E., City Engineer
James MacCornack, P.E., Senior Engineer

Audience Members Present:
Caleb Cortez with Gnomad Canna Co., Terry Harber with Roswell Daily Record.

C. SWEARING IN: Commissioner Henderson swore in staff and members of the audience.

D. APPROVAL OF THE AGENDA
Chair Aguilar requested a motion to approve the December 17, 2024 Agenda.

Commissioner Holman MOTIONED to approve the Tuesday, December 17, 2024 Planning & Zoning Commission agenda as presented.
SECONDED by Commissioner Henderson.
A voice vote was as follows: Jana Lessard- yes, Alicia Gilmore- yes, Steve Henderson- yes, Greg Holman- yes, Saul Aguilar- yes, the motion passed 5 - 0 with Richard Gutierrez being absent.

E. APPROVAL OF MINUTES:

Consider approval of the October 22, 2024 Planning & Zoning Commission meeting minutes.

Commissioner Henderson MOTIONED to approve the October 22, 2024 Planning & Zoning Commission meeting minutes.
SECONDED by Commissioner Gilmore.
A voice vote was as follows: Jana Lessard- yes, Alicia Gilmore- yes, Steve Henderson- yes, Greg Holman- abstained, Saul Aguilar- yes, the motion passed 4 - 0 with Richard Gutierrez being absent.

F. PUBLIC HEARING ITEMS:

F.1 Chair Aguilar introduced CASE 24-017 CANN: Request for approval of a Variance to the adjacent R-S Rural Suburban Residential Zoning District distance requirements, Zone Change to CCAN (Commercial Cannabis Floating Zone), and Conditional Use Permit in the C-2 Community Commercial Zoning District to operate an adult use retail cannabis establishment located at 3606 N Main Street, Suite 500.

Ms. Hildreth: Chair Aguilar, Commissioners, the case before you this evening is Case 24-017 CANN, a request to approve an adult-use retail cannabis establishment at 3606 N Main Street, Suite 500. This zoning case includes a variance to the distance requirements to the contiguous vacant tract to the west zoned Rural Suburban. This case also includes a Zone Change to the Commercial Cannabis Floating Zone as well as a Conditional Use Permit with conditions specified in Exhibit F of the meeting packet. This slide shows a staff photo of the property under consideration. Suite 500 is a tenant space in the newly constructed Starlight Plaza. The Zoning Map shows this property is zoned C-2 Community Commercial. The 2016 Comprehensive Master Plan designates North Main Street as a Commercial Corridor, and the current surrounding land uses are commercial in nature including a law office under construction to the south, a hotel to the north, and restaurants and a hotel on the east side of Main Street. As of today's date, the Planning & Zoning Office has received zero inquiries and zero written protests for Case 24-017 CANN. The Planning & Zoning Commission is requested to hold a public hearing for this case, make a motion and vote a recommendation to be forwarded to City Council for final review.
Caleb Cortez is in the audience to speak on behalf of the applicant Gnomad Canna Co.
I stand for questions.

Chair Aguilar: disclosed to the public and for the record he was in the notification area at 3601 N Main.
Is there anyone in the audience wishing to speak in favor of 24—017 CANN?

Caleb Cortez: Caleb Cortez 2809 N Gregory in Hobbs, New Mexico. I'm the Operations Manager for GNOMAD CANNA CO. I've been with them since before we opened our first dispensary in 2022. Since then, we've grown our operation at three dispensary locations, one grow, and one manufacturing facility. We have one location in Hobbs, one in Tatum, and one in Ruidoso right now. Within each city, we have an employee on the Chamber of Commerce or City Council. We participate in every toy drive that we can, sponsor the community, and we plan to do the same thing here in Roswell. Kassis is the owner of the building we are going into and he also owns the building in Hobbs. So we're real familiar with him and have done quite a bit of business with him and he with us. He also owns the plaza, I believe south of us, that DREAMZ is located at. He does have other locations that have cannabis occupants. To close out, I want to say thank you guys for taking the time to review this case and hopefully allow us to be a part of your community.

Chair Aguilar: Anyone in the audience wishing to speak against Case 24-017 CANN?

Commissioner Henderson: Didn't see any reason this applicant would be disqualified and asked Staff if there was any reason the business should not receive approval of this request.

Mr. Martinez: Mr. Chair, Commissioners, the only thing I would say is the history we've had with the cannabis code in general and how touchy it's been, this has been more of a unique scenario, an ideal scenario for what the code has specified. There has been a lot less working against them than some of the others. If I dare put my own professional opinion out there, I think this one fits better with what our code has required. I have absolutely no arguments whatsoever on building this entire thing. I had no feedback from any of the public against it. I think he did everything we asked to the best of his ability. And I look forward to working with them.

Motion – 24-017 CANN

Based on the land use and zoning considerations, findings of fact, conclusions of law, surrounding land uses, regulations established in the Zoning Ordinance, Article 27 of the Municipal Code, materials presented, and testimony received, Commissioner Henderson MOTIONED to recommend approval of Zoning Case 24-017 CANN to City Council. SECONDED by Commissioner Lessard.
A roll call vote was as follows: Jana Lessard-yes, Alicia Gilmore- yes, Steve Henderson- yes, Greg Holman- yes, Saul Aguilar- yes, the motion passed 5 - 0 with Richard Gutierrez being absent.

G. OTHER BUSINESS

G1. Planning & Zoning Commission 2025 Meeting Schedule Discussion

Ms. Hildreth requested the Commissioner make a motion and vote on the 2025 Planning & Zoning Commission Meeting Schedule as presented moving Planning & Zoning Commission meetings from the 4th Tuesday to the first Tuesday of each month.

Commissioner Holman MOTIONED to approve the 2025 Planning & Zoning Commission Meeting Schedule as presented. SECONDED by Commissioner Henderson.
A voice vote was as follows: Jana Lessard- yes, Alicia Gilmore- yes, Steve Henderson- yes, Greg Holman- yes, Saul Aguilar- yes, the motion passed 5 - 0 with Richard Gutierrez being absent.

H. PUBLIC COMMENTS

I. ANNOUNCEMENTS

Ms. Hildreth: There will be no Planning & Zoning Commission Meeting in January. There will be a meeting on February 4.

J. ADJOURN Chair Aguilar adjourned the meeting at 6:18 p.m.

DRAFT

Regular City Council Meeting 10.
Meeting Date: 01/09/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

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

BACKGROUND:
Initiated by: James MacCornack

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

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

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

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

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

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

ORDINANCE NO. 24-23

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FUNDS. Additional subsidization in the form of principal forgiveness.

GOVERNING BODY OF THE RECIPIENT City Council

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

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

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

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

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

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

RECIPIENT. The entity requesting funds pursuant to the Act.

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

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

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

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

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

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

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

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

Section 6. AUTHORIZATION OF AGREEMENT.

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

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

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

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

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

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

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

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

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

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

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

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

(RECIPIENT SHOULD ADD SIGNATURE PAGE AS USUAL AND CUSTOMARY)

Delivered Electronically

October 28, 2024

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

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

Dear Mayor Jennings,

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

Principal Forgiveness Funding $1,040,000

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

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

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

Sincerely,

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

Kelsey Rader
Acting NMED CPB Bureau Chief

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

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

PROJECT DESCRIPTION

PROGRAM: CWSRF

NAME OF BORROWER: City of Roswell

PROJECT NUMBER: CWSRF 150

FUNDING AMOUNT: $1,040,000

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

Signatory Authority (Signature)

NMED Project Manager Approval **Date**

Signatory Authority (Print Name)

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

BUDGET FORM

PROGRAM: CWSRF

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

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

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

_____

Date: _____

X _____
NMED Project Manager Approval

X _____
Signatory Authority (Signature)

X _____
Signatory Authority (Print Name)

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

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

All documents should be submitted electronically.

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

(Samples of Loan Ordinance and Resolution attached)

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

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

3) _____**Project Description**

4) _____**Project Budget**

II. SUPPORTING DOCUMENTATION NEEDED-

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

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

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

Regular City Council Meeting 11.
Meeting Date: 01/09/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Approval to authorize College Investments, located at 414 East College Avenue, to enter into a (1) year lease agreement beginning January 1, 2025 and ending December 31, 2025 with an automatic renewal for a second year, ending on December 31, 2026, if funding is provided by the Roswell Governing Body. (Heldenbrand/Yntema)

BACKGROUND:
Initiated By: Hessel Yntema

College Investors request to enter into a new one (1) year lease for 414 East College Avenue.

FINANCIAL CONSIDERATION
The Lessor agrees to a one (1) year lease commencing on January 1, 2025, and ending December 31, 2025, with an automatic renewal for the second year ending December 31, 2026, if funding is provided by the Roswell Governing Body in the City of Roswell FY 26 budget.

LEGAL REVIEW:
This is the first consideration for this item.

BOARD AND COMMITTEE ACTION:
No other committee has voted on this item.

STAFF RECOMMENDATION:
Approval to authorizeCollege Investments to enter into a one (1) year lease agreement beginning Janyary 1, 2025, ending December 31, 2025 with an automatic renewal ending December 31, 2026 , if funding is provided by the Roswell Governing Body in the City of Roswell FY26 budget, for 414 East College Avenue.

Attachments

Lease 414 East College Avenue

COMMERCIAL REAL ESTATE LEASE

This **Commercial Real Estate Lease** (this **"Lease"**) is made by and between **College Investments,** a New Mexico general partnership, whose address is 1402 St. Tropez Lane, Arlington, Texas 76013, (as **"Lessor"**) and the **City of Roswell,** whose address is 425 North Richardson Avenue, Roswell, New Mexico 88201 (the **"Lessee"**). Lessor and Lessee are collectively referred to as the **"Parties."**

RECITALS

1. Lessor owns property located at and generally known as 414 East College Avenue, Roswell, New Mexico 88201. This property is referred to herein as the **"Property"** or the **"Leased Premises."** The Property is currently leased by Lessee under the terms of a Commercial Real Estate Lease dated June 9, 2023, effective January 1, 2023, which lease expires December 31, 2024.

2. The Parties desire to enter into a new Lease Agreement to allow Lessee to continue to occupy, rent and utilize the Property on the terms and provisions set forth in this Lease.

3. Lessor desires to lease the Property to Lessee and Lessee desires to lease the Property from Lessor on the terms and provisions set forth in this Lease.

4. Lessee is and will continue to be the sole tenant with respect to the Property and shall have exclusive use and enjoyment thereof.

5. Lessee is desirous of entering into a new lease with Lessor and Lessor is desirous of continuing to lease the Property to Lessee.

6. This Lease shall be the controlling agreement between the Parties with respect to the Leased Premises and the terms and provisions of the prior leases shall have no continuing force and effect except and unless such terms are provided in this Lease.

LEASE AND AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements expressed herein, the payment of rental as provided herein and other valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby mutually agree as follows:

A. Leased Premises: The land and building subject to this Lease is the Property identified in Paragraph 1 above, including the structure located thereon and any parking adjacent to or surrounding the structure on land owned by Lessor. It is Lessor's intent to lease to Lessee all of Lessor's right, title, and interest in and to the real estate identified above, subject to the terms and provisions of this Lease. The Lessee is taking the Leased Premises in its current condition, with all faults, and due to the agreement to limit the term of this Lease for one year with an option to extend or purchase, Lessee will clean and make the alterations necessary to utilize the Leased Premises for Lessee's intended purposes.

B. Term: The term of this Lease is for one (1) year commencing January 1, 2025, and ending at midnight on December 31, 2025, and shall automatically renew for a second year, ending at midnight on December 31, 2026, if funding is provided by the Roswell Governing Body in the City of Roswell FY26 budget. Lessee shall provide notice to Lessor whether such funding is provided or is not provided in the budget within fourteen (14) days of final budget approval, but no later than November 1, 2025.

C. Purpose and Authorized Use: The Leased Premises is to be used by Lessee solely in the conduct of its business related to the City's Parks and Recreation Department and Code Enforcement, as well as for the maintenance and storage of City vehicles and equipment. Lessee shall not use the Leased Premises for any other purpose without the express prior written permission from Lessor. The Leased Premises shall not be used for any illegal or immoral purpose or for the storage, use and disposal of hazardous substances and materials.

D. Rent: Lessee shall pay to Lessor monthly rental in the amount of $5000.00 in advance, on the first day of each month for the remainder of the term of this Lease. In the event Lessee does not remit to Lessor the monthly rental timely, for any rental payment received after the 15th day of the month, Lessee shall pay to Lessor an additional $150.00 late payment fee. If Lessee does not pay to Lessor its monthly rental payment, then beginning the first day of the following month in which the rent was due, the unpaid rent shall accrue interest at the rate of 10% per annum, compounded quarterly, until such rent, late payment fee, and interest is fully paid by Lessee to Lessor. Should Lessee not vacate the premises at

the end of the term, or extended term, then it shall pay $6000.00 per month for each month or portion thereof that Lessee holds over.

E. **Maintenance and Repairs:** Lessor agrees to perform all exterior repairs, including maintenance of the roof. Lessee shall make all other repairs, replacements and renewals. All repairs, replacements and renewals shall be at least equal in quality of materials and workmanship to that originally existing in the Leased Premises. Lessee shall use all reasonable precautions to prevent waste, damage, or injury to the Leased Premises. In the event Lessee desires to remodel or alter any of the Leased Premises, Lessee shall notify Lessor of its intended remodeling or alteration project and shall provide Lessor with any architectural drawings or schematics that would alter the floor plan, configuration, or structure of the Leased Premises. The structure of the Leased Premises shall not be altered or compromised by Lessee without the express prior written consent of Lessor. Lessee may, at its cost, upgrade the electrical, plumbing, security, lighting, and other systems that it needs or desires to make the Leased Premises suitable for Lessee's intended use. The Parties recognize that the Property is currently being repaired due to the flood damage the Property sustained in the 2024 flood in Roswell. The Parties will continue to cooperate with one another to allow the contractors to complete the repair and maintenance work on the building. Due to the flooding event, Lessee with work with neighboring property owners to cooperate and allow drainage infrastructure to be installed to help the flow of water onto or from the adjacent property so long as it does not compromise the integrity of or cause flooding to the building on the Property.

F. **Taxes:** Lessor shall timely pay all taxes, assessments or other governmental charges imposed on the Leased Premises during the term of this Lease, but Lessee shall reimburse Lessor for taxes for the Leased Premises for the 2025 and 2026 calendar years upon Lessor's receipt of the annual tax bill usually in the month of October. If this Lease is extended, Lessee shall likewise reimburse Lessor for property taxes for subsequent years in a similar manner.

G. **Damage Deposit:** A damage deposit is not required of Lessee at this time. Should it appear to Lessor that Lessee is not maintaining the property and keeping it a reasonable condition, at least as good as the condition of the property on the effective date, then Lessor may request a damage deposit up to $7500.00 to reasonably cover costs that Lessor may incur to bring the Leased Premises back to its original condition and Lessee shall have three months after receipt of Lessor's request for a deposit in which to make the deposit to Lessor. In any event, Lessee shall be responsible for any damage to the Leased Premises caused by Lessee, its employees, contractors, customers, and invitees, even if a damage deposit is requested.

H. **Utilities:** Lessee shall pay its own utilities, including telecommunications, water, sewer, garbage, electricity, gas, cable, internet service and any janitorial or cleaning costs. The Parties will cooperate with one another to get the utilities changed over to Lessee at the commencement of this Lease and at the end of this Lease to revert them back to Lessor.

I. **Insurance:** Lessee shall obtain and maintain for the benefit of Lessee, insurance, in a minimum amount of $2,000,000 against liability for bodily injury to its employees, guests, vendors, contractors, the public and trespassers and furnish evidence of the same to Lessor. Such policy shall be at Lessee's expense. Lessor shall maintain insurance on the Leased Premises for the structure of the buildings located thereon. It shall be Lessee's sole obligation to insure any items of personal property placed in the buildings and for any business interruption that may result from an act that causes structural damage to the Leased Premises, or any of them, and renders it unsuitable for Lessee's occupancy. Lessor assumes no liability whatsoever in this respect for personal property or interruption of its business conducted on the Leased Premises.

J. **Indemnity:** To the extent allowed by New Mexico law, Lessee shall indemnify Lessor against all expenses, liabilities, claims and damages of every kind, including reasonable attorney's fees, by or on behalf of any person or entity arising out of either:

(1) a failure by Lessee to perform any of the terms or conditions of this Lease;

(2) any injury or damage happening on, about or near the Leased Premises;

(3) failure to comply with any laws of any governmental authority; or

(4) any mechanic's lien or security interest filed against the Leased Premises or equipment, materials or alterations of the building or improvements thereon as a result of Lessee's activities and occupancy.

K. **Default or Breach:** Each of the following events shall constitute a default or breach of this Lease by Lessee:

(1) Lessee, or any successor assignee of Lessee, while in possession of the Leased Premises shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of such act by answer or otherwise, or shall make an assignment for the benefit of creditors;

(2) if insolvency proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed to take possession of all or substantially all of the property of Lessee, and such proceedings shall not be dismissed, or the receivership or trusteeship vacated within fifteen (15) days after the institution or appointment;

(3) if Lessee shall fail to pay Lessor any rent when the same is due and it is agreed that no written notice or time to cure is required in the event of default or delay in rental payments;

(4) if Lessee shall fail to perform or comply with any of the conditions or terms of this Lease and if the non-performance shall continue for a period of ten (10) days after notice thereof by Lessor to Lessee; or

(5) if Lessee shall vacate or abandon the Leased Premises.

L. Remedy Upon Default: In the event of any default by Lessee of any of the terms and conditions of this Lease, Lessee shall have ten (10) days after notice to the cure the default (except as to rental payments where no notice is required). If the default is not timely cured, then Lessor may pursue any remedies as provided at law, including, the right to eject Lessee from the Leased Premises, retain the personal property, equipment and other property located on the Leased Premises. to offset any monies due and owing to Lessor under the terms of this Lease, to bring suit for any damages arising out of Lessee's default, including recovery of rental for the remainder of the term of this Lease, and to take possession of the property and attempt to lease it to third parties. Repeated delays in making any payments required by this Lease or any repeated defaults shall constitute an uncured breach for which no additional curing time is allowed. Upon notice to Lessee of repeated delays or defaults, this Lease shall automatically terminate, and Lessor may additionally sue for damages arising therefrom including the recovery of the remaining rentals that become due under this Lease.

M. Destruction of Leased Premises: In the event of a partial destruction of the Leased Premises during the term of this Lease, Lessor may repair the same provided the repairs can be made within sixty (60) days and further provided that the Lessor so desires to make such repairs. If such repairs are made, the rent shall abate during the period of the repairs. In the event that Lessor fails to make such repairs during the sixty (60) day period, Lessee may terminate this Lease as to that portion of the Leased Premises affected by the partial destruction. No rent abatement shall be allowed other than as provided in this paragraph. In the event of a total destruction of the Leased Premises, this Lease shall automatically terminate.

N. Quiet Enjoyment: Lessor warrants that Lessee shall be granted peaceful and quiet enjoyment of the Leased Premises free from any eviction or interference by Lessor if Lessee pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Lessee by this Lease.

O. Liability of Lessor: Lessee shall have exclusive control and possession of the Leased Premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the Leased Premises, nor for any injury or damage to any property of Lessee. The provisions herein permitting Lessor to enter and inspect the Leased Premises are made to ensure that Lessee is in compliance with the terms and conditions hereof, and to make repairs that Lessee has failed to make, although Lessor shall be under no obligation to either inspect or make repairs. Lessor may also enter for purposes of attending to the repairs for which it is responsible under the terms of this Lease. Lessor shall not be liable to Lessee for any entry on the Leased Premises for inspection purposes.

P. Notices: All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified at the address set forth herein or at such other address as the either party may from time to time designate in writing, by hand delivery with proof of receipt, or by overnight delivery service or by electronic means if receipt is acknowledged. Every notice shall be deemed to have been given at the time it shall be deposited in the United States Mail, or with an overnight delivery service, or is confirmed to have been received manually or electronically by the addressee.

The addresses of the parties for purposes of notice are as follows:

Lessor: College Investments
1402 St. Tropez Lane
Arlington, Texas 76013

with a copy to:
Gregory J. Nibert
Hinkle Shanor LLP
P.O. Box 10
Roswell, New Mexico 88201
400 N. Pennsylvania, Suite 640
gnibert@hinklelawfirm.com

Lessee: City of Roswell
425 North Richardson Avenue
Roswell, New Mexico 88201
Attention: Mr. Chad Cole, City Manager

Q. **Condemnation:** In the event the Leased Premises is subject to condemnation that would materially interfere with Lessee's continued use, that portion of the Leased Premises, or the specific property, being condemned shall be automatically removed from the terms and provisions of this Lease and the rent due hereunder by Lessee shall be adjusted accordingly. If such an action does materially interfere with Lessee's continued use, this Lease shall terminate.

R. **Surrender of Possession:** Lessee shall, on the last day of the term, or on an earlier date if there is a termination and forfeiture of this Lease, peaceably and quietly surrender and deliver the Leased Premises to Lessor free of sub-tenancies, liens and encumbrances, including all buildings, structures, additions and improvements constructed or placed thereon by Lessee, except moveable trade fixtures, all in good condition and repair. Any trade fixtures or personal property not used in connection with the operation of the Leased Premise and belonging to Lessee, if not removed at the termination or default, and if Lessor shall so elect, shall be deemed abandoned and become property of Lessor without any payment or offset therefore. Lessor may remove such fixtures or property from the Leased Premises and store them at the risk and expense of Lessee if Lessor does not elect to own the same. Lessee shall repair and restore all damage to the Leased Premises caused by the removal of equipment, trade fixtures, and personal property. If there is any money due and payable to Lessor at the time of the surrender of possession, then Lessor may take possession of any and all trade fixtures, equipment, vehicles and personal property and sell the same for purposes of offsetting any monies due and owing by Lessee to Lessor. Lessee shall return to Lessor all keys, fobs and any codes for access to the building and security devices.

S. **Waivers:** Lessor's conduct or failure to insist on strict performance of any of the terms and conditions of this Lease shall be deemed a waiver of the rights and remedies Lessor may have regarding that specific instance only and shall not be deemed a waiver of any subsequent breach or default of any of the terms and conditions of this Lease.

T. **Assignment and Sub-Lease:** Neither Lessee, nor its successors or assigns, shall assign, mortgage, pledge, sell or encumber this Lease or sublet the Leased Premises in whole or in part, or permit the Leased Premises to be used or occupied by others, nor shall this Lease be assigned or transferred by operation of law, without the prior written consent of Lessor in each and every instance. If this Lease is assigned or transferred, or if any part of the Leased Premises is sublet or occupied by anybody other than Lessee, Lessor may, after default by Lessee, collect rent from the assignee, transferee, subtenant or occupant and apply the net amount collected to the rent provided in this Lease, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any agreement or condition hereof, or the acceptance of the assignee, transferee, subtenant or occupant as lessee. Lessee shall continue to be liable hereunder in accordance with the terms and conditions of this Lease and shall not be released from the performance of the terms and conditions hereof. The consent by Lessor by an assignment, mortgage, pledge or transfer shall not be construed to relieve Lessee from obtaining the express written consent of Lessor to any future transfer of interest.

U. **No Renewal Option or Right of First Refusal:** There is no right by Lessee to extend this Lease unilaterally nor is there a right of first refusal to purchase the Property. These terms appeared in prior leases between the Parties, but at this time the Parties simply desire to lease the Property for the two-year term. Nothing herein prevents Lessee from making an offer to purchase or to inquire of Lessor a desire to extend or enter into a new lease on the Property beyond December 31, 2026.

V. **Purchase:** There is no option to purchase, but unless Lessor has already entered into an agreement with a third party to sell the Property, Lessee will entertain any offers to purchase that Lessee desires to submit at any time during the pendency of this Lease. In that event, the Parties agree to negotiate in good faith.

W. **Successors and Assigns:** This Lease and the terms and conditions hereof shall apply to and are binding upon the heirs, legal representatives, successors and assigns of both Lessor and Lessee. For purposes of this Lease, Lessee may deal with Gregory J. Nibert for all purposes hereunder exactly as though it were dealing directly with Lessor, except all payments shall continue to be made directly to Lessor at its address stated above.

X. **Time of the Essence:** Time is of the essence with respect to all provisions of this Lease.

Y. **Multiple Counterparts:** This Lease may be executed in multiple counterparts or with multiple signature pages and reassembled into one or more original counterparts, each of which shall be deemed an original for all purposes.

Z. **Memorandum of Lease:** A Memorandum of this Lease may be recorded in the Chaves County records. The Memorandum of Lease shall be substantially in the form of the Memorandum of Lease attached hereto as Exhibit A.

Executed this _____ day of December, 2024, effective January 1, 2025.

Lessor:
College Investments

_____
Paulette Williamson, General Partner

Lessee:
City of Roswell

By: _____
Chad Cole, City Manager

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

The forgoing instrument was acknowledged on this __ day of December, 2024, by Paulette Williamson, General Partner of College Investments, a New Mexico general partnership, on behalf of the partnership.

_____
Notary Public

My Commission Expires:

My Commission Number:

STATE OF NEW MEXICO)
) ss.
COUNTY OF CHAVES)

The forgoing instrument was acknowledged on this __ day of January, 2025, by Chad Cole, City Manager of the City of Roswell, on behalf of the City.

_____
Notary Public

My Commission Expires:

_____

MEMORANDUM OF LEASE

Effective January 1, 2025, College Investments, as Lessor, and the City of Roswell, as Lessee, entered into a Commercial Real Estate Lease agreement covering the following described property for a term of two (2) years:

414 East College Avenue, Roswell, New Mexico 88201

This Memorandum of Lease gives notice that the property is subject to the terms and conditions of a Commercial Real Estate Lease, the original of which may be inspected at the offices of the Lessor's Attorneys: Hinkle Shanor, LLP at 400 North Pennsylvania, Suite 640, Roswell, New Mexico 88201 or Lessee at its address set forth below. The County Assessor should NOT change its records as the Lessor will continue to pay the property tax on the property subject to the Lease.

Lessor:
College Investments

_____
Paulette Williamson, General Partner
1402 St. Tropez Lane
Arlington, Texas 76013

Lessee:
City of Roswell

By: _____
Chad Cole, City Manager
425 North Richardson Avenue
Roswell, New Mexico 88201

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

The forgoing instrument was acknowledged on this ___ day of December, 2024, by Paulette Williamson, General Partner of College Investments, a New Mexico general partnership, on behalf of the partnership.

_____
Notary Public

My Commission Expires:

_____

STATE OF NEW MEXICO)
) ss.
COUNTY OF CHAVES)

The forgoing instrument was acknowledged on this __ day of January, 2025, by Chad Cole, City Manager of the City of Roswell, on behalf of the City.

_____
Notary Public

My Commission Expires:

_____

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 12.
Meeting Date: 01/09/2025
COMMITTEE: N/A
CONTACT: N/A **CHAIR:** Mayor Pro Tem

ACTION REQUESTED:
Consider approval of Mayor Jennings's nomination for the Roswell City Council Ward 3 vacancy. (Heldenbrand/Yntema)

BACKGROUND:
Initiated by: Mayor Jennings's

Councilor Matthew Chappell resigned from the Roswell City Council, effective December 31, 2024. As per 3-12-1. Vacancy on governing body. Any vacancy on the governing body of a mayor-council municipality shall be filled by appointment of a qualified elector by the mayor of the municipality, with the advice and consent of the governing body. Any qualified elector appointed to fill a vacancy on the governing body shall serve until the next regular local election, at which time a qualified elector shall be elected to fill the remaining unexpired term, if any.

FINANCIAL CONSIDERATION
There are no financial costs.

LEGAL REVIEW:
N/A

BOARD AND COMMITTEE ACTION:
No committee review is required.

STAFF RECOMMENDATION:
Consider approval of Mayor Jennings's nomination for the Roswell City Council Ward 3 vacancy.

Attachments

Resignation Letter - Matthew Chappell
Memo Nomination - Christopher R. Cortez

December 31, 2024

Mayor Tim Jennings
Roswell City Council
425 N. Richardson Ave.
Roswell, NM 88201

RE: Matthew Chappell Resignation

Dear Mayor Jennings and Roswell City Council,

I am writing to inform you of my decision to resign from the City Council of Roswell, New Mexico effective immediately. It has been an honor to serve on the council and represent our community and Ward 3.

Sincerely,

Matthew Chappell

ROSWELL
New Mexico

City of Roswell
Office of the Mayor

MEMORANDUM
City of Roswell

To: CITY COUNCIL MEMBERS

From: Timothy Z. Jennings, Mayor

Date: December 31, 2024

Subject: Recommended Appointment of Christopher R. Cortez for Ward 3

Hello All,

Christopher R. Cortez has expressed interest in serving in Ward 3. He is an active member of our community and seems to be a strong candidate for the position. I would like to recommend his appointment to Ward 3.

Sincerely,

Timothy Z. Jennings
Mayor, City of Roswell, NM

/am

PO Box 1838
Roswell, NM 88202-1838
TEL: 575.624.6700
FAX: 575.624.6709

Christopher R. Cortez

Education

B.A. Communications
University of Maryland University College

Experience

Atkins Engineering Associates, Inc. **2014-Present**
Operations Manager/Senior Water Rights Project Manager/Analyst

- Manage water rights line of business and staff
- Overall management of field departments
- Consulting with individuals, companies and government agencies on water rights and water resources
- Water rights investigation and water resource evaluations
- Scoping and project management of drilling jobs
- Onsite oversight of drilling and environmental projects

Atkins Engineering Associates, Inc.
Project Manager/Junior Water Resource Technician **2009-2014**

- Preparation of OSE applications
- Water rights research and abstracts
- Regulatory permitting
- Scoping and project management of drilling jobs
- Onsite oversight of drilling projects
- Environmental assessments and investigations
- Groundwater sampling and reporting
- Field surveying and platting
- Manage company information technology

Registrations

New Mexico Licensed Drill Rig Supervisor for WD #1249

Regular City Council Meeting 13.
Meeting Date: 01/09/2025
COMMITTEE: N/A
CONTACT: N/A **CHAIR:** Mayor Pro Tem

ACTION REQUESTED:
Approval of Mayor Jennings's appointment recommendation to the Roswell Museum Board of Trustees. Katie Huebner - Position 8 (Partial 1st Term January 9, 2025 -- March 31, 2025).

BACKGROUND:
Initiated by: Amalia Martinez

The Roswell Museum Board of Trustees consists of 11 members. Each member shall serve (2) four-year terms.

FINANCIAL CONSIDERATION
There is no direct financial impact associated with this item.

LEGAL REVIEW:
Vacancies on Boards are filled under Roswell City Code Sec. 2-97(b)(1): "The mayor, with the advice and the consent of the City Council, shall appoint all board members".

BOARD AND COMMITTEE ACTION:
N/A

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Memo - Huebner, Katie

ROSWELL
New Mexico

City of Roswell
Office of the Mayor

MEMORANDUM
City of Roswell

To: CITY COUNCIL MEMBERS

From: Timothy Z. Jennings, Mayor

Date: January 2, 2025

Subject: Recommended appointments at the January 9, 2025, City Council Meeting.

Hello All,

Mayor Jennings recommends the appointment listed below for approval at the City Council meeting on January 9, 2025.

Roswell Museum Board of Trustees

- Katie Huebner
  - Position 8 - Partial 1st Term (January 9, 2025 – March 31, 2025)

Sincerely,

Timothy Z. Jennings
Mayor, City of Roswell, NM

/am

PO Box 1838
Roswell, NM 88202-1838
TEL: 575.624.6700
FAX: 575.624.6709

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 14.
Meeting Date: 01/09/2025
COMMITTEE: N/A
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Election of Mayor Pro Tem - Consider holding an election for Mayor Pro Tem (Heldenbrand/Yntema)

BACKGROUND:
Initiated by: Governing Body

Each year, the governing body elects one of its members to serve as Mayor Pro Tem. The person elected to the office serves for a year and is responsible for handling the mayor's duties in the event the Mayor is unable to attend to them.

FINANCIAL CONSIDERATION
There is no financial impact associated with this item.

LEGAL REVIEW:
Procedure for the Election of the Mayor Pro Tem is established by the City's Governing Body Rules of Order.

BOARD AND COMMITTEE ACTION:
None

STAFF RECOMMENDATION:
Election of Mayor Pro Tem - Consider holding an election for Mayor Pro Tem.

Attachments
Resolution 17-65: Governing Body Rules of Order

RESOLUTION 17-65

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO AMENDING THE GOVERNING BODY RULES OF ORDER AS PASSED IN RESOLUTION 16-58

WHEREAS, the Governing Body Rules of Order were adopted via Resolution 16-58 on October 13, 2016 to promote a clear and consistent direction for how the governing body of the City of Roswell conducts its official business; and

WHEREAS, the governing body now wishes to amend those Rules to better reflect the practice and desires of the governing body as it relates to return of items previously considered; and

WHEREAS, the governing body now wishes to amend those Rules to include a formalized procedure for the election of Mayor Pro Tem;

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

SECTION 1. Section 2(d) of the Governing Body Rules of Order shall be amended to read as follows:

(d) Agenda items previously considered and whereby action was taken by the governing body may not be placed on a future agenda for reconsideration within six (6) months of such action unless requested in writing by five (5) members of the governing body, provided that at least one member shall have been of the majority of those present and voting ~~on the prevailing side of the previous vote~~ on the item.

SECTION 2. The following text shall be added as new Section 7(p):

(p) *Election of Mayor Pro Tem:* Mayor Pro Tem shall be decided by roll call vote by the members of the governing body according to the following procedure:

(1) The mayor shall open the floor for nominations from the governing body. A member of the governing body may self-nominate. No seconds are required for a nomination.

(2) Voting shall proceed as follows:

a. Voting will be by roll call vote, with each councilor announcing the preferred candidate. Nominee receiving the majority of votes cast by those present is elected Mayor Pro Tem and voting ceases.

- **Example:** If there is a total of 3 nominations – Nominee A, Nominee B, Nominee C. If Nominee A has 6 votes, Nominee B has 3 votes and Nominee C has 1 vote – then Nominee A wins.

b. If no nominee receives a majority of the votes cast, then the nominee with the lowest number of votes will be removed from consideration, and voting resumes anew with the smaller field of nominees. Voting continues until a nominee receives a majority of the votes cast.
    - **Example**: If there is a total of 4 nominations – Nominee A, Nominee B, Nominee C and Nominee D. If Nominee A has 3 votes, Nominee B has 3 votes, Nominee C has 3 votes and Nominee D has 1 vote – then Nominee D will be dropped. Nominees A, B, and C will be voted on again. If Nominee A has 4 votes, Nominee B has 4 votes and Nominee C has 2 votes – then Nominee C will be dropped. Nominees A and B will be voted on and a winner will be determined.

c. If two nominees are tied for fewest votes, a new roll call vote is taken. If after the second vote, two nominees are tied for the fewest votes, a coin toss will decide which of the nominees receiving fewest votes is eliminated.
    - **Example:** If there is a total of 3 nominations – Nominee A, Nominee B, Nominee C. If Nominee A has 4 votes, Nominee B has 3 votes and Nominee C has 3 votes – then if still tied after a second roll call vote, a coin toss will determine whether Nominee B or Nominee C is eliminated.

PASSED, ADOPTED, SIGNED and APPROVED the 5th day of December, 2017.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

Governing Body - Rules of Order

Sec. 1. - Authority.

Pursuant to the laws of the State of New Mexico and the ordinances of the City of Roswell, New Mexico, the governing body may adopt rules of procedure for all meetings of the governing body of the City of Roswell, New Mexico, by resolution.

Sec. 2 - City Council Agenda.

(a) The city manager is responsible for creating and processing the agenda and agenda materials for city council meetings. The city manager will submit agenda materials as appropriate for review by the city attorney. The city clerk is responsible for preparing and posting the agenda and assembling and distributing the agenda packets.

(b) The mayor or five council members may direct the city manager in writing to place an item on an agenda for a regular city council meeting, special meeting, or work session. *Items must be submitted to the city manager no later than eight (8) days prior to the meeting during which the items are to be heard.*

(c) The governing body, during any scheduled regular or special meeting or work session, may direct the city manager to place an item on a future agenda.

(d) Agenda items previously considered and whereby action was taken by the governing body may not be placed on a future agenda for reconsideration within six (6) months of such action unless requested in writing by five (5) members of the governing body, provided that at least one member shall have been of the majority of those present and voting on the item.

Sec. 3 - Types of Meetings.

(a) Regular Meetings: The City of Roswell regular meetings of the governing body are held on the second Thursday of each month, at such time as may be set by the city council, unless the meeting is rescheduled or cancelled. All regular meetings of the governing body will be held in the Roswell Museum and Art Center, Bassett Auditorium, 100 W. 11th Street, Roswell, New Mexico, 88201, or at such other location as the governing body may, by motion, resolution or ordinance, designate.

(b) Work Session Meetings: A work session is a meeting to discuss or explore matters of interest to the city, review and discuss agenda items, meet with city boards, commissions or committee members, city staff or officers of civic organizations, governing bodies or individuals specifically invited to the session by the mayor, city manager or the council. These meetings are informational and no formal action shall be taken unless the posted agenda indicates otherwise.

(c) The presiding officer may end citizen participation in a work session in order to allow the governing body to proceed with discussion.

Passed by Resolution 16-58 on Oct. 13, 2016 and amended by Resolution 17-65 on Dec. 5, 2017.

(d) A work session may occur on a non-regular meeting date or be scheduled before a regular meeting of the governing body at which time may also be referred to as the Work shop.

(e) Special Meetings: Special meetings may be called by the mayor or by any six (6) members of the city council. The call for a special meeting shall be filed with the city clerk in written form, and the city clerk shall cause the posting of notice of the meeting as governed by applicable law. The mayor or six council members may designate a location for the special meeting other than the Roswell Museum and Art Center as long as the location is open to the public and in compliance with applicable law.

(f) Emergency Meeting: In case of emergency as defined by State law and confirmed by the city attorney when practical, which shall be expressed in the notice of the meeting, an emergency meeting may be called by the mayor, city manager or his/her designee, or six members of the city council, and it shall be sufficient if the notice is posted at least two hours before the meeting is convened.

(g) Closed Meeting: The governing body may meet in a closed meeting but only to the extent authorized under NMSA 1978 §10-15-1 H. Details discussed in closed meetings shall be considered confidential and shall not be discussed or disclosed outside the meeting.

(h) Recessed Meetings. Any meeting of the governing body may be recessed to a later time provided that no recess shall be for a period longer than forty-eight hours from the time the meeting is recessed with a vote of the majority of the governing body.

Sec. 4 - Seating Assignments.

The assignment for seating of the governing body will be at the pleasure of the presiding officer.

Sec. 5 - Quorum.

A quorum at any council meeting will be established by the presence of six members of the City Council.

Sec. 6 - Order of Business.

The regular meeting of the governing body will be generally conducted in the following order, unless otherwise specified. The presiding officer of the meeting may deviate from this order if they deem it to be in the best interest of the public. An executive session may be held at any time during a meeting pursuant to applicable State law.

(a) Regular Meeting Agenda:

(1) Opening Ceremonies:

a. Call to order - Presiding officer officially calls the meeting to order
b. Roll Call and Determination of Quorum - City Clerk
c. Pledge of Allegiance - Each agenda of a regularly scheduled city council meeting shall provide an item for the recital of the "Pledge of Allegiance".
d. Invocation - Each agenda of a regularly scheduled city council meeting shall provide an item allowing for an invocation for which participation by members of the governing body or members of the public shall be voluntary.
e. Approval of the Agenda / Consent Items / Minutes

i. Consent Items - Shall contain routine, non-controversial items that require action by the governing body but need little or no council deliberation. An item will be removed from the consent agenda at

the request of any council member and will be considered immediately after approval of the Non-Action Items.

ii. Councilors requesting an item be pulled from consent agenda are encouraged to inform the City Clerk at least twenty-four (24) hours prior to the meeting.

(2) Non-Action Items - The agenda shall provide a time when proclamations, recognitions, general reports, and updates may be presented to the city council.

(3) Public Hearings - Business items requiring a public hearing.

(4) New Business / Regular Items - New or amended ordinances, resolutions, or policies that the governing body or city staff wish to have the governing body consider.

(5) Department Reports - Any written reports, charts, data or other information provided within the agenda packet to the governing body.

(6) Closed session (if needed) - Items to be discussed in closed meeting under conditions allowed by The New Mexico Open Meetings Act. The governing body may not take final action during executive session. Any final action resulting from an executive session discussion must be taken during the open public session.

(7) Public Participation on Non- Agenda Items - The time for the public to address the governing body on any subject. However, the governing body cannot discuss items presented under "Public Participation on Non-Agenda Items" nor take any action thereon other than consideration of the placement of said item on a future agenda as a discussion item or refer the item to staff for research and possible future action. There shall be a cumulative time limit of thirty (30) minutes allotted for the "Public Participation on Non-Agenda Items" portion of any regularly scheduled city council meeting. Time may be extended at the sole discretion of the mayor or mayor pro-tern in the mayor's absence.

(8) Adjourn

Sec. 7 - General Procedures.

(a) *General Procedure:* General rules of parliamentary procedure as defined herein, consistent with any applicable state law, city ordinance, statute or other legal requirement, shall govern the proceedings of the governing body. To the extent not inconsistent with these rules, the governing body shall use Robert's Rules of Order, latest edition, as a general guideline for additional rules of parliamentary procedure without being a procedural requirement. Notwithstanding the above, failure to abide by, or adhere to, these rules shall not nullify or negate any action by the governing body. These rules of parliamentary procedure are intended solely as a guideline.

(b) *Meeting Presence:* Members of the governing body unable to attend to the meeting shall endeavor to notify the city clerk twenty-four (24) hours in advance of the meeting. Those members wishing to participate in the meeting by telephone will be accommodated pursuant to the State of New Mexico Open Meeting Act. A member of the governing body may participate in a meeting of the governing body by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting. Participation by means of a conference

telephone or other similar communications equipment shall only be limited by the technical capabilities of available equipment, either the city's or members. In such instances where the technical capabilities of the city results in its inability to accommodate multiple members wishing to participate via conference telephone or other similar communications, remote participation by members of the governing body shall be provided on a first come, first serve basis in accordance with their request to the city clerk.

(c) *Chair of Meeting:* The mayor shall preside over all meetings of the governing body as the chair and enforce these rules and procedures during a meeting. In the absence of the mayor, the pro-tern shall act as the presiding officer at the meeting. In the absence of the pro-tern, the council will choose a presiding officer for the meeting. The term chair and presiding officer shall have the same meaning when used in the context of conducting a city council or city council committee meeting.

(d) *Authority of the Chair:* The presiding officer shall make decisions on questions of procedure subject to review respectively by the governing body as a whole. Following a decision of the presiding officer on a question of procedure, any two (2) members of the governing body may be entitled to appeal the decision to the governing body as a whole by the making and the seconding of an appeal.

(e) *Council Deliberations:* The presiding officer has the responsibility to control the discussion and the order of speakers. Members of the governing body will generally be called upon in the order of the request to speak. Generally, a member of the governing body may not be recognized to speak subsequently until each member of the governing body has had an opportunity to obtain the floor. A member of the governing body holding the floor may address a question to another member of the governing body and that member may, should such members so choose, respond to the question while the floor is still held by the member of the governing body asking the question.

The member of the governing body who is the principal advocate for a matter to be voted upon shall be allowed a final opportunity to address the governing body immediately prior to the vote.

(f) *Limits to Deliberations:* Members of the governing body will limit their comments to the subject matter or motion being currently considered.

(g) *Obtaining the Floor:* Any member of the governing body wishing to speak shall first obtain the floor by making a request for the floor to the chair. The chair shall recognize any member of the governing body who seeks the floor when appropriately entitled to do so.

(h) *Motions:* Motions may be made by any member of the governing body excluding the Mayor. Any member of the governing body, excluding the Mayor, may second a motion.

(i) *Procedures for Motions:* The following is the general procedure for making motions:

(1) Any member of the governing body who wishes to make a motion shall first obtain the floor.

(2) A member of the governing body who wishes to second a motion shall do so through informing the presiding officer.

(3) Before a motion can be discussed, it shall be seconded.

(4) The item is presented by staff or others followed by questions and discussion by the governing body.

(5) The presiding officer shall open the matter for further discussion offering the first opportunity to the moving party and, thereafter, to any council member properly recognized by the chair.

(j) *Amendments to Motions:* When a motion is on the floor and an amendment is offered, the amendment shall be acted upon prior to acting on the main motion. No motion of a subject different from that under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.

(k) *Continuance of Discussion or Hearings:* Any item being discussed or any public hearing at a city council meeting may, by notice, or motion, be continued, postponed or tabled to any subsequent meeting.

(l) Voting:

(1) All applicable members of the governing body must vote either "yea" in the affirmative or "nay" in the negative.

(2) A present member who does not vote will be officially recorded as a "yea" or affirmative vote.

(3) A member of the governing body may recuse himself / herself from voting on an item prior to the governing body taking up such item.

(4) A member of the governing body shall seek permission from the presiding officer to be recused once an item is in progress by the governing body.

(5) Upon recusal, that council member is not counted as present for quorum purposes and is not deemed to be "voting" for purposes of determining whether there has been a "majority vote of those voting and present. The recused member should have no participation in any discussion.

(6) Any member of the governing body may request through the presiding officer, and the presiding officer shall grant, the opportunity to clarify the reasoning of that member's vote immediately following the vote of the governing body.

(7) No member of the governing body shall publicly question or ask any other member of the governing body the reasoning of their vote.

(m) *Reconsideration:* A motion to reconsider the vote on any action taken by the governing body may only occur during the meeting at which the action was taken and may only be made by one of the members of the governing body who voted with the prevailing side.

(n) *Public Hearings:* The following is the general procedure for conducting public hearings:

(1) Motion.

(2) Second.

(3) Staff presents report.

(4) The presiding officer opens the public hearing.

(5) Upon opening the public hearing, and before any motion is adopted related to the merits of the issue to be heard, the presiding officer shall inquire if there is anyone present who desires to speak on the matter which is to be heard or to present evidence

regarding the matter. In the case of a public hearing which is also an administrative adjudicatory proceeding, or quasi-judicial hearing, speakers are limited to those who are parties or who are required to be notified by ordinance or statute.

(6) Members of the governing body may ask staff questions.

(7) The applicant (if applicable) then has the opportunity to present comments, testimony, and/or oral arguments.

(8) Members of the governing body may ask questions of the applicant after being recognized by the presiding officer.

(9) Members of the public are provided with the opportunity for comments and testimony in accordance with Section 8(b) of the City Council Rules of Order.

(10) The applicant may be given the opportunity to respond to questions from the members of the governing body and for closing comment or rebuttal.

(11) The governing body deliberates on the issue. In the case of an administrative adjudicatory hearing, the governing body may deliberate in closed session as authorized under NMSA 1978 §10-15-1 H (3), provided, however, that any final action is taken in an open meeting.

(12) If the governing body raises new issues through deliberation and a majority of the governing body seeks additional public testimony, additional public comment and testimony is permitted in accordance with Section 8(b) of the City Council Rules of Order.

(13) Following deliberation, the governing body takes action as needed.

(14) The chair announces the final decision of the governing body as applicable.

(o) *Call for Recess:* The presiding officer may call for a recess of up to fifteen (15) minutes at regular intervals at appropriate points in the meeting agenda, or if requested by any two (2) members of the governing body.

(p) *Election of Mayor Pro Tem:* Mayor Pro Tem shall be decided by roll call vote by the members of the governing body according to the following procedure:

(1) The mayor shall open the floor for nominations from the governing body. A member of the governing body may self-nominate. No seconds are required for a nomination.

(2) Voting shall proceed as follows:

a. Voting will be by roll call vote, with each councilor announcing the preferred candidate. Nominee receiving the majority of votes cast by those present is elected Mayor Pro Tem and voting ceases.

Example: If there is a total of 3 nominations – Nominee A, Nominee B, Nominee C. If Nominee A has 6 votes, Nominee B has 3 votes and Nominee C has 1 vote – then Nominee A wins.

b. If no nominee receives a majority of the votes cast, then the nominee with the lowest number of votes will be removed from consideration, and voting resumes anew with the smaller field of nominees. Voting

continues until a nominee receives a majority of the votes cast.

Example: If there is a total of 4 nominations – Nominee A, Nominee B, Nominee C and Nominee D. If Nominee A has 3 votes, Nominee B has 3 votes, Nominee C has 3 votes and Nominee D has 1 vote – then Nominee D will be dropped. Nominees A, B, and C will be voted on again. If Nominee A has 4 votes, Nominee B has 4 votes and Nominee C has 2 votes – then Nominee C will be dropped. Nominees A and B will be voted on and a winner will be determined.

c. If two nominees are tied for fewest votes, a new roll call vote is taken. If after the second vote, two nominees are tied for the fewest votes, a coin toss will decide which of the nominees receiving fewest votes is eliminated.

Example: If there is a total of 3 nominations – Nominee A, Nominee B, Nominee C. If Nominee A has 4 votes, Nominee B has 3 votes and Nominee C has 3 votes – then if still tied after a second roll call vote, a coin toss will determine whether Nominee B or Nominee C is eliminated.

Sec. 8 - Decorum.

(a) Members of the governing body:

(1) A member of the governing body who wishes recognition shall address the presiding officer, but shall not proceed with remarks until recognized and named by the presiding officer. Remarks shall be confined to the question before the governing body.

(2) Respectful behavior by all members of the governing body shall be practiced during meetings.

(3) A member of the governing body may not represent any third party before the governing body or any city board or commission.

(4) All personal communication devices should be placed in a silent mode during all city council meetings.

(b) Citizens' participation: The following rules shall be in force for persons in attendance at all meetings of council:

(1) Persons wishing to address the council during "Public Participation on Agenda Items", "public hearings", or any other agenda items shall sign in with the city clerk prior to the beginning of the regularly scheduled city council meeting or immediately following their address to the governing body. Each speakers shall approach the lectern and give his/her name and address before speaking. Speakers shall address the Mayor and Council with civility that is conducive to appropriate public discussion. All public comments should be addressed through the presiding officer. Each speaker will be allowed up to three (3) minutes to speak. No person shall be allowed to address the governing body more than once on a particular agenda item unless called upon by the presiding officer to do so as may be requested by a member of the governing body.

The members of the governing body cannot discuss any non-agenda items presented under "public participation" nor take any action thereon other than consideration of the placement of said item on a future agenda as a discussion item or refer the item to city staff for research and possible future action.

(2) Persons may not engage in discussions with the governing body during deliberations unless specifically asked a question by a member of the governing body. Persons who have been asked a question by a member of the governing body must be recognized by the presiding officer before being allowed to speak. The presiding officer may end any question and answer session between members of the governing body and a member of the public in order to facilitate the order of business.

(3) Persons may present printed material pertaining to an agenda. Persons shall present 15 copies of printed material to the city clerk to distribute to the council during a meeting.

(4) Persons may present a PowerPoint software presentation to the governing body utilizing the City's audio/visual equipment when speaking on an agenda item.

a. All PowerPoint presentations must comply with applicable time limits for oral presentations.
b. All PowerPoint presentations must be submitted to the City Clerk already formatted in PowerPoint no later than five (5) days prior to the City Council meeting to allow for virus checks and confirm compatibility with city equipment.
c. Any items (discs, flash drives, etc.,) believed to contain viruses or are unable to be scanned for viruses by city equipment will not be permitted to be used on city equipment.
d. If compatibility or viruses are at issues, a member of the public may provide a printed hard copy of the PowerPoint presentation to the governing body and city clerk.
e. Persons presenting a PowerPoint presentation are allowed up to three (3) minutes to speak, inclusive of the presentation.

(5) Persons attending council meetings shall remain seated or may stand in the back and come and go so long as it does not disrupt the meeting. Persons in attendance shall not carry signs, placards or other items which block the view of those behind them or are disruptive to the proceedings, or when meetings are held in the Roswell Museum and Art Center, are close enough to artwork to cause potential damage to such artwork. No person attending any council meeting shall delay the proceedings or refuse to obey the orders of the presiding officer.

(6) Disturbances, transgressions of the rules or disorderly conduct in the council chamber may cause the transgressor to be removed from the meeting. The presiding officer shall exercise control over persons who disrupt the meeting in the following ascending order of action:

a. Call the person to order, advising that person of the infraction.
b. Advise the person that the infraction must cease immediately or the person will be ordered to leave the meeting.
c. Order the person to leave the meeting. If the offending person is a member of governing body, the presiding officer shall call for a vote on the expulsion of that member from the meeting, and such vote requires a majority for adoption.
d. The presiding officer may direct that an individual be removed from the

meeting if such individual continues to disrupt the meeting after being warned to cease such disruptive conduct.

(7) Persons are encouraged to attend council meetings. However, the number admitted shall be limited to the fire safety capacity of the council chamber, or other meeting location, as determined by the fire chief or his designee. If the capacity is surpassed the council may adjourn the meeting and move its proceedings to a location that will accommodate a larger number of participants.

Sec. 9 - Statements by public officials regarding litigation.

When the City of Roswell is involved in litigation or a legal dispute, council members shall refrain from commenting on settlements, appeals or other issues related to the subject until the matter is resolved. Only the mayor, city manager or city attorney shall be authorized to provide or participate as appropriate in any public responses or comments, as needed on matters involving litigation.

Sec 10- Standing Council Committees.

Standing Council Committees shall be as prescribed by city ordinance. To the extent appropriate, committees shall operate following the same general rules of order as contained herein with note of the following:

1. Meeting dates and times: The committee chair shall solicit input from committee members and work to accommodate such members with regard to establishing a standard meeting schedule; however, the committee chair shall have final authority on establishing such meeting schedule.

2. Council committee agendas: The committee chair, working with the staff liaison, shall establish the agendas for committee meetings; however, the Mayor or two (2) members of the governing body, regardless of which committees they serve on, or the city manager, may place an item on an agenda for discussion by the committee. Requests for the placement of agenda items shall be made in writing to the respective committee chair and staff liaison. Items shall be placed on the next available agenda if submitted a minimum of eight (8) days in advance of the meeting date. Items shall be for discussion only unless approved as action items by the committee chair due to extenuating circumstances requiring timely action by the committee.

3. Uncertainty on committee assignment of an agenda item: Only in cases where there exists uncertainty or disagreement with regard to which committee an agenda item is to be placed, the Mayor shall have full authority to make such final agenda assignment(s).

4. The committee chair or vice chair of the committee in the farmer's absence, is the presiding officer of that committee.

5. After an agenda item is announced by the committee chair, the members may discuss the item without the need for a motion on the item.

Sec. 11 - Public Requests for Proclamations

1. Requests for proclamations shall be made through the Office of the Mayor and the Mayor shall consider the issuance of each.

2. Should the Mayor determine not to issue a particular proclamation, five members of the

governing body may request in writing to the Mayor the issuance of such proclamation.

3. Should the Mayor decline to sign such proclamation, the Mayor Pro Tern will be presented with such proclamation.

4. Should the Mayor Pro Tern decline to sign such proclamation, the proclamation shall not be issued.

Sec. 12 - Open Meetings Act

1. All members of the governing body shall read and abide by the laws set forth by the State's Open Meeting Act. (http://www.nmag.gov/uploads/fi1es/Publications/ComplianceGuides/Open%20Meetings%20Act%20Compilance%20Guide%202015.pd)f

2. In addition to scheduled meetings of the governing body, the Act's requirement for open, public meetings applies to any discussion of public business among a quorum of a public body's members.

    a. Usually, a quorum of a public body's members meets together to discuss public business or take action. However, a quorum may exist for purposes of the Act even when the members are not physically present together at the same time and place. For example, if three members of a five member board discuss public business in a series of telephone or email conversations, the discussion is a meeting of a quorum.
    b. This is sometimes referred to as a "rolling" or "walking" quorum. The use of a rolling quorum to discuss public business or take action violates the Act because it constitutes a meeting of a quorum of the public body's members outside of a properly noticed, public meeting.

3. The City Attorney shall provide to the governing body an annual review with regard to the legal aspects of the open meetings act and the inspection of public records act. Members of the governing body shall endeavor to attend such presentations on a yearly basis.

Sec. 13 - Request for Research/Information

Council members may request information or research from staff on a given topic, outside of such topics currently being discussed or considered as part of a Committee or Governing Body agenda item, through the city manager or team leaders. The City Manager or Team Leaders will determine if extensive staff time and resources are required to accomplish the request. If so, at his/her discretion, the city manager may present the request to the full governing body.

Requests for information or research directly related to new policies, programs or processes shall follow the current procedure as previously adopted by Resolution No. 15-81 included below.

1. A City Council member may request an item be added to the regular City Council agenda or to the appropriate Council Committee agenda asking that a project/item be considered by the City Council for inclusion on the proposed Project Priority List.

    a. The City Council member proposing the item would provide a brief overview of the project/item to the full governing body or to Committee members at a City Council Committee meeting.

b. If approved by four (4) members of City Council or Council Committee, staff would bring the project/item to the City Council at the next regular City Council meeting to review the project/item in more detail including scope, proposed Committee placement, estimated resource allocation and timeline, as applicable (and/or other items as may be directed by Council).

2. At the next regularly scheduled City Council meeting, following Council review of the information as provided per paragraph b above, staff would seek City Council action (simple majority of a quorum) on placement (prioritization) of the project/item with regard to the Project Priority list.

3. Staff may add to the Project Priority list substantive projects/items typically requiring Council action or direction (generally as a result of customary operations).

Sec. 14 - Notification of Significant Incidents

The city manager shall ensure that the governing body shall be notified of significant incidents at the earliest opportunity. The extent of the information provided shall be dependent upon the nature of the incident and at the discretion of the city manager.

Sec. 15 - Procedure in the Absence of Rules

Any matter not covered by these rules shall be governed by decision of the presiding officer, applying Roberts Rules of Order, newest version.

Sec. 16 - Amendment of Rules

These rules, or any part thereof, may be amended, repealed, altered or rescinded by resolution as approved by a majority vote of the governing body.

Sec 17- Non-Exclusive Rules

The rules set forth are not exclusive and do not limit the inherent power and general legal authority of the governing body, or of its presiding officer, to govern the conduct of the city council meetings as may be considered appropriate from time to time, or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the city.

Sec. 18 - Non-Observance of Rules

Rules adopted by the governing body are solely to expedite and facilitate the transaction of the business of the governing body in an orderly fashion and, they shall be deemed to be procedural

Sec. 19 – City Attorney as Procedural Advisor

The City Attorney assists the governing body as a resource and advisor for interpreting the governing body's adopted rules and procedures.

Regular City Council Meeting
Meeting Date: 01/09/2025
COMMITTEE: N/A
CHAIR: N/A
CONTACT: Hessel Yntema

Summary:
Administratively Executed Leases November/December 2024

Attachments

legal communications

COMMUNICATION

January 9, 2025
From: Hess Yntema, City Attorney
To: Regular Meeting City of Roswell Council

RE: Administratively Executed Leases – November/ December 2024

Mayor Pro Tem and Members of the Council,

I. Leases:

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

These leases are 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 building has not been appraised in the past 10 years.

1. Hanger 119, Sp.1- Carlton Walker, tenant. Term 1 year commencing on 1/1/2025 ending 12/31/2025, Rent $3,116.40 payable 12 monthly installments of $259.70.