REGULAR MEETING
CITY OF ROSWELL COUNCIL - AGENDA
THURSDAY, JUNE 12, 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.

JUNE 12, 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	Christopher Cortez	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 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 June 12, 2025, Regular City Council Meeting. (Halvorson/Martinez)

2. Approval of consent agenda - approve the consent agenda for the June 12, 2025, Regular City Council Meeting. (Halvorson/Martinez)

CONSENT ITEMS
(Items 3-14 will be approved at the time of the approval of the consent agenda)

3. Approval of a change order in the amount of $587,490.47 to increase PO 22501825 for ITB-25-002 West Country Club Twin Reservoirs Repair Project from the current amount of $3,744,739.53 to a new amount of $4,332,230.00. (Corn/Valadez) (pg. 4)

4. Approval for Roswell Air Center 5-Year Capital Improvement Plan. (Corn/Thompson) (pg. 15)

5. Authorization for ratification of PO 22501835-03 for the professional services of temporary dispatchers to assist in the staffing issues of Consolidated Dispatch in the amount of $345,858.13, to include a budget adjustment of $286,858.13. (Corn/Best) (pg. 17)

6. Recommend approval of the City of Roswell Transit's new proposed fare structure #1. (Corn/Hicks) (pg. 22)

7. Requesting ratification of Purchase Order 22502310 to White Rock Construction in the amount of $101,594.10 (including GRT) for flood damage repairs to the air center terminal building. (Corn/Rogers) (pg. 24)

8. Requesting ratification of Purchase Order 22502310 to White Rock Construction in the amount of $101,594.10 (including GRT) for flood damage repairs to the air center terminal building. (Corn/Rogers) (pg. 33)

Resolution(s)

9. Resolution 25-24: U.S. Department of Transportation for Safe Streets and Roads for All funding program. The adoption of Resolution 25-24 is for project application support. (Corn/MacCornack) (pg. 42)

10. Resolution 25-25: Weeds - This Resolution mandates the cleanup of approximately twenty-six (26) properties within the City. (Heldenbrand/Franco) (pg. 47)

11. Resolution 25-26: Condemnations - The adoption of Resolution 25-26 requires the removal or demolition of two dilapidated structures. (Heldenbrand/Franco) (pg. 52)

12. Resolution 25-27: Fees Charged at Nancy Lopez Spring River Golf Course. (Corn/Burress) (pg. 58

Bids, RFP's and Agreements

13. RFP-25-006: Audit Services to Jaramillo Accounting Group, LLC. Approval of the award recommendation for RFP-25-006. (Corn/Gomez)(pg. 63)

14. RFP-25-007: Scope of Work for Veterinary Services. Approval of the award recommendation for RFP-25-007. (Halvorson/Mairot) (pg. 66)

NON-ACTION ITEMS (Information Items)

15. Airport Updates (Bobbi Thompson)

16. Airport Advisory Commission Updates (Bud Kunkel)

17. Proclamation - Frontline Worker (Mayor Jennings)

18. Roswell Chamber of Commerce Presentation (Gary Thrine)

19. Recognition of Adrianne Vigil (Girl Scout Troop 18044) Proper Disposal of the New Mexico State Flag - NM House Bill 468 (Diane Taylor)

20. Proclamation - Richard T. Smith (Mayor Jennings)

21. MainStreet Roswell Annual Report FY2025 - Presentation by Executive Director, Barbara Gomez (pg. 70)

22. Employee Out-of-state Travel (pg. 80)

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)

23. Ordinance 25-03: Hold a public hearing on proposed Ordinance 25-03: An Ordinance for the

sale of Real Property and approval for the City of Roswell to enter into a Purchase and Sale Contract with Amazon.com Services LLC. (Heldenbrand/Verciglio)(pg. 84)

NEW BUSINESS / REGULAR ITEMS

24. Approve the award of the Hobson Flood Mitigation Project to Constructors Inc. in the amount of $7,513,529.03, which includes GRT. (Corn/MacCornack)(pg. 148)

25. Consider approval of Mayor Jennings' recommendation to the Commission on Aging as follows:
    Brandi Candelaria -- Position 1 - 1st full term expiring March 31, 2026
    Curt Harrison - Position 6 - 1st full term expiring March 31, 2026 (pg. 152)

Ordinance(s)

26. Ordinance 25-04: Authorize to advertise for a public hearing to consider proposed Ordinance 25-04: Amending Chapter 7 Regarding Mobile Food Establishments and Itinerant Vendors. (Heldenbrand/ Mayor Pro Tem) (pg. 154)

CITY MANAGER REPORTS/ANNOUNCEMENTS
(Information Only)

Adjournment

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

Printed and posted: Friday, June 6, 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: 06/12/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of a change order in the amount of $587,490.47 to increase PO 22501825 for ITB-25-002 West Country Club Twin Reservoirs Repair Project from the current amount of $3,744,739.53 to a new amount of $4,332,230.00. (Corn/Valadez)

BACKGROUND:
Initiated by: Andrew Valadez

Additional water line piping work was identified on the West Country Club Twin Reservoirs Repair Project. These changes were due to on-site conditions being different from the conditions identified in the plans, requiring a change in valve size, as well as relocation of drain lines that were determined to be in conflict with the valves that are to be replaced. In addition, examination of the interior of the south tank identified the need for repairs to the weir box and overflow drain on the interior of the tank.

FINANCIAL CONSIDERATION
Project is funded by Water Project Fund WPF-5980. Funding agreement is for a total of $8,000,000, 45% grant, 55% loan.

LEGAL REVIEW:
Not applicable

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval (4-0) at its meeting on June 5, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

ATT 1 - PO 22501825 to TMI Coatings, Inc.
ATT 2 - WPF-5980 Funding Agreement Excerpt
ATT 3 - Change Order Documentation

Purchase Order

ROSWELL
New Mexico

Fiscal Year 2025

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22501825**

Delivery must be made within doors of specified destination.

BILL TO
CITY OF ROSWELL
ATTN: ACCOUNTS PAYABLE
PO BOX 1838
ROSWELL NM 88202
(OR) AP@ROSWELL-NM.GOV

VENDOR
TMI COATINGS, INC
3291 TERMINAL DRIVE
ST. PAUL, MN 55121

SHIP TO
WM&T
300 E WALNUT ST
ROSWELL, NM 88203
Email: e.prichard@roswell-nm.gov
Phone: 5756246730
Fax: 5756246756

Vendor Phone #	Vendor Email Address	Requisition Number	Requisitioner	
		12502422	Elizabeth A Michael	e.michael@roswell-nm.gov

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
01/28/2025	15235			Water Source of Supply

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Country Club Twin Reservoirs Repair Project WPF598 The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	South Tower - Country Club Twin Reservoirs Project WPF5980 GL Account: 53004353 - 817504 $1,867,514.45	1.0	EACH	$1,867,514.45	$1,867,514.45
2	North Tower - Country Club Twin Reservoirs Project WPF5980 GL Account: 53004353 - 817504 $1,626,906.82	1.0	EACH	$1,626,906.82	$1,626,906.82
3	Maintenance and Repairs to North and South Towers - Country Club Twin Reservoirs Repair Project WPF5980 GL Account: 53004353 - 614020 $250,318.26	1.0	EACH	$250,318.26	$250,318.26
	********** GL SUMMARY ********** 53004353 - 614020 $250,318.26 53004353 - 817504 $3,494,421.27				

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

Total Ext. Price $3,744,739.53
PO Total **$3,744,739.53**

Roswell, NM

CITY OF ROSWELL, NEW MEXICO
CONDITIONS GOVERNING THIS PURCHASE ORDER

The CITY OF ROSWELL is not responsible for products, goods, supplies, equipment, or services delivered without authority of this written order.

DEFINITIONS:

CITY: The City of Roswell, New Mexico agency and its employees.

ITEM(S): The material(s), product(s), service(s), lease(s), equipment, components, merchandise, Instructor services, Entertainment, goods, commodity(ies) or, etc.

INVOICE: The document to request payment for this Purchase Order from the CITY and must show the following: Purchase Order Number, Date of Shipment, Date of Invoice, Invoice Number, Description & Listing of Item(s) Purchased, Quantity (if applicable), Unit Price or Cost of Each Item(s), Vendor: Name, Remittance Address, Phone Number, and Customer Account Number, if applicable,

REQUISITIONER: The employee of the CITY who is placing this order.

Shipment of Items:

Do not over ship or substitute. Ship exactly as ordered, unless otherwise approved by the CITY.

All products, supplies, equipment or service(s) received are subject to inspection and acceptance by the CITY.

If unable to fill this order exactly in accordance with description unit, price or specifications, please contact Requisitioner immediately. The CITY reserves the right to reject and return at shipper's expense any and all products or supplies delivered which do not conform to our description or specifications.

If unable to fill this order promptly or within the time specified, notify the REQUISITIONER immediately. In case of unreasonable delay in delivery or delivery of goods specified, or in case of any other default of the vendor, the CITY shall have the right to cancel this Purchase Order in whole or in part, and the CITY may procure the ITEM(S) from other sources.

Freight: All product shipped by freight, express or parcel post, MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY.

Packing Slip: Include itemized packing slips with all shipments. Show DEPARTMENT name for whom delivery is intended.

Invoice:

Invoice(s) must be sent on date of COMPLETE SHIPMENT of all product(s) ordered. Any Invoice pertaining to this order **must be received no later than 30 days from shipment date**, otherwise Invoice may not be processed for payment.

Any Discount Terms must be clearly stated on the Invoice, to include the dollar ($) amount or percent (%) amount that may be taken. Define the exact date terms for the discount.

Acceptance:

All items delivered on this order are to be new and the manufacture or product of the United States or its territorial possessions, unless otherwise specified.

The workmanship, quantities or qualities of goods which are to be paid for hereunder shall be to the satisfaction of the CITY and before final acceptance by the CITY all matters of dispute must be adjusted to the mutual satisfaction of the CITY and the vendor. Determinations and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in questions is settled.

The vendor by accepting this order agrees to assume the defense of and hold the CITY, its agents and its employees, harmless from all suits, costs, expenses, claims and damages arising from the use of the described materials because of actual or alleged infringement of any copy rights, patent or patent right of any invention or any other cause, and vendor represents and warrants that the unit prices charged herein are not higher than any applicable legal maximum prices permitted under existing governmental regulations and are not in excess of those currently charged to other governmental, institutional, or commercial users for similar items, quantities and deliveries.

Sales Taxes:

New Mexico Gross Receipts Tax (NMGRT) must be applied at time of invoicing ***(IF APPLICABLE)*** and according to New Mexico Taxation and Revenue Rules and Regulations and at the current rate table.

Federal, State and Local Laws:

Upon the vendor's acceptance hereof, the vendor agrees to comply and follow all Federal, State and Local Laws, Rules and Regulations, the State of New Mexico Procurement Laws and shall keep itself fully informed of all municipal ordinances and regulations in any manner affecting this order and the items delivered at vendor's sole cost and expense. Vendor shall comply with laws prohibiting discrimination on account of race, creed, color, or national origin.

EXHIBIT "A"

TERM SHEET

$8,000,000 WATER PROJECT FUND LOAN/GRANT TO THE CITY OF ROSWELL, CHAVES COUNTY, NEW MEXICO

Project Description:	The Project is for storage, conveyance or delivery of water to end users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of design and construction and rehabilitation of two 7.5 million gallon reservoirs, and shall include such other related work and revisions necessary to complete the Project. The Project may be further described in the Application and in the final plans and specifications for the Project approved by the Water Trust Board and the NMFA as provided by this Agreement. However, in the event of any inconsistency, the description of the Project as stated in this Term Sheet shall control.
Grant Amount:	$3,600,000
Loan Amount:	$4,400,00
Pledged Revenues:	"Pledged Revenues" means the Net System Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Amount and Administrative Fees pursuant to the Ordinance and the Agreement.
Outstanding Senior Obligations for Pledged Revenues:	2014 Series A Joint Water and Sewer Improvement Bonds; 2014 Series B Joint Water and Sewer Improvement Bonds, NMFA Loan No. DW-3205; NMFA Loan DW-4196; NMED Loan No. CWSRF-097
Outstanding Parity Obligations:	NMFA Loan No. WPF-5434; NMFA Loan No. WPF-5979
Authorizing Legislation:	Borrower/Grantee Ordinance No. 24-06, adopted April 11, 2024
Additional Funding Amount:	$1,200,000 (loan in lieu of match)
Closing Date:	May 24, 2024

CITY OF ROSWELL

PROJECT CHANGE ORDER

TO: TMI Coatings
3291 Terminal Drive
St. Paul, Minnesota 55121

CHANGE NO. One
Sheet No. 1 of 2 Sheets
Contract No. Bid ITB-25-002, WPF 5980
Project: W. Country Club Twin
Reservoirs Repair Project

Description:
You are authorized to make a change in the above contract as follows: To adjust and establish the contract quantities of the following items:
Establish CO Item 1 – 36" Line Stop – 1 each @ $130,069.00
Decrease Bid Item 12 – 30" Butterfly Valve – 1 each @ $151,000.00
Increase Bid Item 13 – 36" Butterfly Valve – 1 each @ $219,000.00
Establish CO Item 2 – 12" Drain Line & Gate Valve (S. Tank) – Lump Sum @ $86,209.00
Establish CO Item 3 – 12" Drain Line & Gate Valve (N. Tank) – Lump Sum @ $81,153.00
Establish CO Item 4 – 48" Line Stop – Parts Only – Lump Sum @ $50,598.00
Establish CO Item 5 – Fire Hydrant Blow Off for 48" Line – Lump Sum @ $9829.00
Establish CO Item 6 – Weir Removal & 30" Overflow Modifications – Lump Sum $118,640.00

REASON: When water line subcontractor did excavation to verify outside diameters of large diameter pipe, it was discovered that plan pipe sizes were in error. As such water line control items had to be re-vamped. Additionally, the condition of the existing overflow pipe and weir were in such a state that existing weir could not be repaired. The top 5'-9" of 30" overflow pipe also beyond repair. City Engineer instructed that 4'-9" of overflow pipe be replaced. Lowering the overflow level will give a degree of compensation for loss of overflow weir. (See attachments which includes correspondence of waterline control. Also, correspondence and drawing of overflow work)

COST: **An increase of $544,498.00 w/o GRT** to the Contract Amount per this Change Order.

All other provisions of the original contract and of the contract bond, including those related to the time, manner and scope of work and payment shall continue unaltered. This document constitutes a binding contractual amendment to the above parent contract.

Recommended _____ by _____
Date Project Manager

Approved _____ by _____
Date TMI Coatings (Contractor)

Authorized _____ by _____
Date Owner – City Engineer/Designee

Original Contract Amount	$ 3,470,700.00
Prev. Approved C.O.s	$ 0.00
Revised Contract Amount	$ 3,470,700.00
Amount this Change	$ +544,498.00
New Contract Amount	$ 4,015,198.00
Original Contract Time	225 WDs
Prev. Approved Time	0 WDs
Time Required this Change	13 WDs
Revised Contract Time	238 WDs

W. Country Club Twin Reservoirs Repair Project
Bid No. ITB-25-002, WPF 5980
Change Order No. 1

ITEM NO.	ITEM DESCRIPTION	UNIT	CONTRACT UNIT COST	PREVIOUS	REVISED QTY. THIS CHANGE ORDER	DIFFERENCE	AMOUNT PLUS-MINUS
CO Item 1	36" Line Stop	Each	$130,069.00	0.00	1.00	1.00	$130,069.00
Bid Item 12	30" Butterfly Valve	Each	$151,000.00	1.00	0.00	-1.00	-$151,000.00
Bid Item 13	36" Butterfly Valve	Each	$219,000.00	1.00	2.00	1.00	$219,000.00
CO Item 2	12" Drain Line & Gate Valve (South Tank)	Lump Sum	$86,209.00	0.00	1.00	1.00	$86,209.00
CO Item 3	12" Drain Line & Gate Valve (North Tank)	Lump Sum	$81,153.00	0.00	1.00	1.00	$81,153.00
CO Item 4	48" Line Stop - Parts Only	Lump Sum	$50,598.00	0.00	1.00	1.00	$50,598.00
CO Item 5	Fire Hydrant Blow Off - 48" Line	Lump Sum	$9,829.00	0.00	1.00	1.00	$9,829.00
CO Item 6	Weir Removal & 30" Overflow Modifications	Lump Sum	$118,640.00	0.00	1.00	1.00	$118,640.00
	Original Contract =$3,470,700.00		Net Change To			Total	$544,498.00
			Date =	$544,498.00		% Change To	15.69%
	Previous Revised Contract		New Revised			Date	5/8/2025
	$3,470,700.00		Total =	$4,015,198.00		Algebraic Sum	$544,498.00
			Total w/ GRT	$4,602,688.47		GRT	$42,992.47
						Total	$587,490.47

Roswell, NM
9 of 168
City Council

PAINTING &
RESTORATION
CONTRACTORS

3291 Terminal Drive
St. Paul, Minnesota 55121
P: 651 452 6100 F: 651 452 0598

tmicoatings.com

March 27, 2025

City of Roswell
425 N. Richardson
Roswell, NM 88201

Re: Revision Two - Valve and Line Stop Change Order Costs

Dear Louis:

Listed below are work additions/modifications based on the results from potholing and verification of existing site installations. A new line item for a 36" line stop will be needed, and the 30" butterfly valve included in line item #12 can be eliminated. A second 36" butterfly valve will be added to Line Item #13. Listed below are increases and decreases in line items that are known at this time.

The south tank 12" drain line and valve are in conflict with Repair Zone C. The north and south tank drain line re-routing is included below. It will be necessary to blow off the 48" and 30" waterlines to drain water from the repair zone. This will be accomplished by utilizing the fire hydrant near the intersection of Country Club Rd and Sycamore Ave. A bore with piping will be installed so the water may be diverted into the pecan orchard that is across the road. Also included are the parts for a 48" line stop set up.

All line stop line items include a maximum 30-day hold time. This time is anticipated to be adequate if the pipe at all locations is workable and the City's estimated 48-hour drain time on the tank following line stop placement is accurate. There will be additional costs if increased line stop hold time is necessary. The pricing below excludes Gross Receipts Sales Tax.

Line Item	Description	Original Quantity	Unit	Contract Price	New Quantity	Revised Price	Notes
Line Item 9	Potholing	1	LS	$89,000	1	$89,000	(Completed)
Line Item 10	30" Line Stop	1	EA	$133,000	1	$133,000	
CO Item #1	36" Line Stop	0	EA	NA	1	$130,069	(New Item)
Line Item 11	48" Line Stop	1	EA	$288,000	1	$288,000	
Line Item 12	30" Butterfly Valve	1	EA	$151,000	0	$0	(Eliminated)
Line Item 13	36" Butterfly Valve	1	EA	$219,000	2	$438,000	(One Additional)
CO Item #2	12" Drain Line & Gate Valve (South Tank)	0	LS	NA	1	$86,209	(New Item)
CO Item #3	12" Drain Line & Gate Valve (North Tank)	0	LS	NA	1	$81,153	(New Item)
CO Item #4	48" Line Stop - *Parts Only*	0	LS	NA	1	$50,598	(New Item)
CO Item #5	Fire Hydrant Blow Off - 48" Line	0	LS	NA	1	$9,829	(New Item)
	Total Cost			$880,000		$1,305,858	
	Net Contract Change					$425,858	

Enclosed is a list with additional detail of items included in each change order item above. Also included are drawings with intended installation locations.

Let me know if you have any questions regarding the above change order request. Thank you.

Regards,

Scott Salmon

CC: James MacCornack
John O'Brien
Patrick Brown

Encl: New line Item
Descriptions

Drawings (5 pages)

ROSWELL
New Mexico

City of Roswell

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

April 20, 2025

Attention: Jared Saunders
Assistant Project Manager/Purchasing Coordinator

Re: City Confirmation of Additional Line Stop & Valves Items
W. Country Club Twin Reservoirs Repair Project
ITB-25-002, WPF 5980

This will confirm that TMI is to proceed with "Revision Two – Valve & Line Stop Change Orders per TMI letter dated March 27, 2025, in the amount of $425,858.00 less GRT. Letter only is attached.

I would hope that all parties could come into agreement on calcium/lime removal costs and overflow modifications so I may make one change order which would expedite payment once these are agreed to and completed.

Please let me know if you require additional information.

Sincerely,

Louis Najar, P.E.
City Engineer

xc: Andrew Valadez Scott Salmon Jim Sexe James MacCornack
TIC Whitecloud Pipeline Inc.

PO Box 1838
Roswell, NM 88202-1838
TEL: 575.624.6700
FAX: 575.624.6719
roswell-nm.gov

TMI COATINGS
PAINTING &
RESTORATION
CONTRACTORS

3291 Terminal Drive
St. Paul, Minnesota 55121
P: 651 452 6100 F: 651 452 0598

tmicoatings.com

April25, 2025

City of Roswell
425 N. Richardson
Roswell, NM 88201
Re: Weir Box Removal/30" Steel Pipe Installation

Dear Louis:

Listed below is pricing for the requested overflow repair work on the south tank. This scope is based on the scope provided by others. TMI has not verified the suitability of the proposed modifications. This work includes removing the existing steel weir box on the existing 30" ductile iron overflow pipe, attaching a 4' 9" section of 30" diameter by .250" wall steel pipe above the existing coupling, and attaching new steel bracing from the pipe to the existing anchors on the concrete beam above. This work is based on the New Overflow Drain Inlet - Option 3 drawing released by the City as modified per conversation during the progress meeting of 4/16/25 9:00 a.m. Carbon steel bolts and strapping are to be utilized for installations to prevent electrolysis. TMI will apply the interior coating system to the entire exterior and the top 1-2' inside the pipe. Work is limited to that stated above.

In addition to the change in contract price, we also propose that 13 additional working days be added to the contract time for this work. The pricing below excludes Gross Receipts Sales Tax.

Total additional cost $118,640. Price breakdown as follows:

White Cloud Weir Removal & 30" Pipe Installation - $85,660.63

TMI Prepping and Coating of 30" Pipe - $4,899.37

TMI Downtime Costs (8 days no interior work as White Cloud can't work second shift) - $28,080

(3) workers x (80) hours x ($105) hourly rate = $25,200

(3) workers x (8) days x ($120) per diem = $2,880

Let me know if you have any questions regarding the above change order request. Please keep us informed of any updates on this. Thank you.

Regards,

Scott Salmon

CC: James MacCornack,
John O'Brien
Patrick Brown

ROSWELL
New Mexico

City of Roswell

TMI Coatings, Inc.
3291 Terminal Drive
St. Paul, MN 55121

April 28, 2025

Attention: Jared Saunders
Assistant Project Manager/Purchasing Coordinator

Re: City Confirmation of Revised Costing 4.25.25 Weir Box Removal/30* Steel Pipe Install
W. Country Club Twin Reservoirs Repair Project
ITB-25-002, WPF 5980

This will confirm that TMI is to proceed with "Revision date 4.25.25 – Weir Box Removal/30" Steel Pipe Installation. Per TMI letter dated April 25, 2025, in the amount of $118,640 less GRT. Letter only is attached.

This will also document my phone call, on 4.25.2025 as I was in Las Cruces for training. I am accepting this on behalf of the City, so work delays be minimal and in the spirit of cooperation.

Please let me know if you require additional information.

Sincerely,

Louis Najar, P.E.
City Engineer

xc: Andrew Valadez Scott Salmon Jim Sexe James MacCornack
TIC Whitecloud Pipeline Inc.

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

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 4.
Meeting Date: 06/12/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval for Roswell Air Center 5-Year Capital Improvement Plan. (Corn/Thompson)

BACKGROUND:
Initiated by: Bobbi Thompson

FAA requires airports to provide a 5-year budget annually. Once approved, we will submit to FAA to allow us to receive federal grants.

FINANCIAL CONSIDERATION
Airport Reserved Funds will cover local match.

LEGAL REVIEW:
N/A

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval (4-0) at their meeting on June 5, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

5 Year ICIP (ROW)

5 Year Capital Improvement Plan (CIP)

Airport Name (LOC ID), ST: **Roswell Air Center (ROW), Roswell, New Mexico**

CIP START YEAR: 2026

93.75%

$1,000,000 2024 Passenger & Cargo (Expires FY26)
$1,300,000 2025 Passenger & Cargo (Expires FY27)
$1,300,000 Estimated Passenger & Cargo (for planning through 2030)

$1,038,580 2023 AIG (Expires FY26)
$1,037,866 2024 AIG (Expires FY27)
$1,327,063 2025 AIG (Expires FY28)
$1,327,063 2026 AIG (for planning through 2026)

Passenger and Cargo Match 93%
AIG Match 94%

Fed FY	Available		Funding Source	Data sheet - Project Component/Phase	Estimated Cost	Funding Plan				
	Passenger & Cargo	AIG				AIP	AIG	Additional AIP	Other	Match
2026	$3,600,000	$4,730,572	AIP	Reconstruct Runway 17/35 (RC RW IM) Phase II (Design)	$500,000	$468,750				$31,250
			Other	Runway 3/21 Remarking / Route and Seal	$2,000,000					$2,000,000
			Other	(MAP) Construct Parking Lot (OT OT PA) Parking System	$3,000,000					$3,000,000
			AIP	Rehabilitate Taxiways A, J, C, G, & H (RS TW IM)	$1,000,000	$937,500				$62,500
			BIL	Carryover (BIL)						
			Other	Apron Lighting	$2,000,000					$2,000,000
			Other	5-Ton Forklift	$30,000					$30,000
			Other	Taxiway C In-Pavement LED Lighting	$700,000					$700,000
	Total = $8,330,572									
	$2,193,750	$4,730,572	Remaining Funds	**2026 Annual Subtotals:**	**$9,230,000**	**$1,406,250**				**$7,823,750**
2027	$3,493,750	$3,691,992	AIP	Rehabilitate Taxiways D, E, F, & M (RS TW IM) (Preservation)	$1,000,000	$937,500				$62,500
			AIP	Reconstruct Runway 17/35 (RC RW IM) Phase III (Const.)	$20,000,000	$2,556,250		$16,193,750		$1,250,000
			Other	(MAP) Widen Taxiway B (ST TW IM) Phase I (PER & Design)	$450,000					$450,000
			State	State Maintenance Grant	$22,000					$22,000
			BIL	Carryover (BIL)						
	Total = $7,185,742									
		$3,691,992	Remaining Funds	**2027 Annual Subtotals:**	**$21,472,000**	**$3,493,750**		**$16,193,750**		**$1,784,500**
2028	$1,300,000	$2,654,126	AIP	Hot Spot Reconstruction	$1,500,000	$1,300,000		$106,250		$93,750
			Other	Widen Taxiway B (ST TW IM) Phase II (Construction)	$3,500,000					$3,500,000
			BIL	SE Partial Parallel Taxiway D (CA TW CO) (Des. & Const.)	$4,150,000		$2,654,126			$259,375
	Total = $3,954,126									
			Remaining Funds	**2028 Annual Subtotals:**	**$9,150,000**	**$1,300,000**	**$2,654,126**	**$106,250**		**$3,853,125**
2029	$1,300,000		AIP	Runway 3/21 Pavement Maintenance	$2,000,000	$1,300,000		$575,000		$125,000
			State	State Maintenance Grant	$22,000					$22,000
	Total = $1,300,000									
			Remaining Funds	**2029 Annual Subtotals:**	**$2,022,000**	**$1,300,000**		**$575,000**		**$147,000**
2030	$1,300,000		AIP	Runway Hold Bars Remarking	$1,000,000	$937,500				$62,500
	Total = $1,300,000									
	$362,500		Remaining Funds	**2030 Annual Subtotals:**	**$1,000,000**	**$937,500**				**$62,500**
				5 Year CIP Totals:	**$42,874,000**	**$8,437,500**	**$2,654,126**	**$16,875,000**		**$13,670,875**

SPONSOR SIGNATURE: _____ **DATE:** _____

Regular City Council Meeting 5.
Meeting Date: 06/12/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:

Authorization for ratification of PO 22501835-03 for the professional services of temporary dispatchers to assist in the staffing issues of Consolidated Dispatch in the amount of $345,858.13, to include a budget adjustment of $286,858.13. (Corn/Best)

BACKGROUND:

Initiated by: Teri Best

Consolidated Dispatch is critically understaffed due to vacancies. This shortage affects the center's ability to perform its mission-critical operations, which require certified emergency dispatchers to handle emergency calls and coordinate responses efficiently. A sole source was submitted and uncontested for contract services to meet the staffing needs of Consolidated Dispatch.

FINANCIAL CONSIDERATION

- Funding Source -- This item will be funded in part using the Full-Time Salary account # 1101-4656-511110 and the Full-Time Overtime account # 1101-4656-521210 with reimbursement from Chaves County for their portion of dispatch services.
- Funding Source -- Budget transfer to Professional Services account #1101-4656-654801 in the amount of $286,858.13.
- Funding Source -- PO 22501835-03.

LEGAL REVIEW:

No Legal review required at this time.

BOARD AND COMMITTEE ACTION:

Public Safety voted (4-0) to refer to the Finance Committee at their meeting on May 8, 2025. The Finance Committee voted (4-0) at their meeting on June 5, 2025.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Scope of Work

Scope of Work

Agency Name: Pecos Valley Regional Communications Date: March 24, 2025
Agency Address: 1 Saint Mary's Place, Roswell, NM 88203
Agency Contact/Phone #: Teri Best - 575.495.0923 | t.best@roswell-nm.gov

Agency CAD System: Central Square/OneSolution
Agency 911 Platform: Intrado Viper
Agency Radio System:Zetron

Introduction:

getResQ911 LLC will provide the scope of work detailed below for work to be performed by 911 contractors. Details of the agreement, contract duration and associated costs are listed below.

Agreements

Client Responsibilities – include but not limited to the following:

- Day to day management of the Contractor will be the responsibility of the Client.
- Client agrees to provide on-boarding information at least two weeks prior to Contractor start date including the following:
    - Call taking, CAD Screen Images of Data Entry location.
    - Local call types
    - CAD codes/commands.
    - Radio codes
    - Agencies dispatched listing.
    - Appropriate SOP / Policy Documentation
    - Any additional on-boarding materials deemed necessary or encouraged to learn and understand.

- Adjustments to the weekly hours for each 911 Contractor will be coordinated monthly between Client/Agency and Contractor via a monthly schedule update.
- Union approvals, if required.
- Contractor pay including monthly housing will be paid electronically/ACH to the Company on a monthly basis on the first Wednesday of each month.

911 Contractor Responsibilities – includes but not limited to the following:

- Receive and process 911, non-emergency and administrative calls.
- Enter calls into the Client Computer Aided Dispatch (CAD) system as required by the Client.
- If authorized, leverage the National Law Enforcement Teletype System (NLETS) and the National Crime Information Center (NCIC) to perform required duties.
- Work to the best of their abilities to assimilate into the overall work environment and culture of the organization.

- Contractor agrees to provide two weeks' notice to Client for any work schedule change request.
- Contractor agrees to participate in additional background checks facilitated by the Client, if required.
- Contractor agrees to be or become compliant with the following certifications and training deemed required by the Client during the period of the contract. (check mark the appropriate certifications requested)
  - ☐ NCIC Certification
  - ■ EMD, EPD, EFD
    - ☐ APCO
    - ■ Priority Dispatch
    - ☐ Other _____
  - ☐ Other _____

Company Responsibilities – include but not limited to the following:

- getResQ911will provide Contractor resume's, verification of certifications and will provide a National and County Criminal and Credit background check if requested by the Client/Agency.
- getResQ911 and Client agrees to meet (virtually) every thirty days to review status of Contractor job performance and/or any challenges that need to be addressed.
- Logistics coordination with the 911 Contractor.
- Coordinate preboarding materials as outlined and agreed to in the Client Responsibilities section.

PAYMENT SCHEDULE

911 Contractor(s): 5

Name: Christine Delgado Phone #: _____
Name: Alfredo Delgado Phone #:_____
Name: Tera Sills Phone #:_____
Name: Raven Terry Phone #:_____
Name: TBD Phone #:_____

Start Date at Clients location: TBD

Point of Contact at Client location: _____
Point of Contact Phone/Email: _____

Itemized Invoice: 6 Month Option

Item	Description	Hourly rate	Duration	# of contractors	Total
1	911 Contractor	$55	960 (160 hrs/month x 6 mths)	5	$264,000
2	Contractor Monthly Stipend	$2,200	6 months	5	$66,000
3	Client Start Up Fee	$15,000	(one time fee)		$15,000
	Total Contract				$345,000
	Due at Signing $15,000 Start Up Fee+ (1st month pay + $2,200 housing x 5 contractors)				$70,000
	Amount invoiced monthly till end of contract (Hourly pay plus monthly stipend x 5)				$55,000

Bi-Monthly invoice will reflect any optional overtime hours per employee in arrears.
This contract may be extended by Change Order.
Overtime and Holiday will be paid at $82/hr rate.

AUTHORIZING SIGNATURES

Client Signature _____
Client Name _____
Client Title _____
Date _____

getResQ911 Signature _____
getResQ911 Name_____
Date _____

Regular City Council Meeting
Meeting Date: 06/12/2025
COMMITTEE: Infrastructure
CONTACT: James MacCornack **CHAIR:** Darrell Johnson

ACTION REQUESTED:
Recommend approval of the City of Roswell Transit's new proposed fare structure #1. (Corn/Hicks)

BACKGROUND:
Initiated by: Becky Hicks

For several Infrastructure Committee meetings, we have discussed the idea of going fare-free. However, it has come to our attention that the Federal Government intends to deny funding to Transit Authorities that are fare-free. Therefore, it was suggested that we consider reducing fares instead. This proposal will also need to be reviewed by the Finance Committee.

FINANCIAL CONSIDERATION:
According to the attached spreadsheet figures, this proposal will result in a loss of approximately $8,500 to $15,000 in City revenues based on ridership.

LEGAL REVIEW:
No legal review is required.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval (4-0) at their meeting on June 5, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments
Roswell Transit Fare Proposal

CITY OF ROSWELL
ROSWELL TRANSIT
PROPOSAL TO LOWER FARES

City Council
2301168
Roswell, NM

CURRENT FARE STRUCTURE

	CHILDREN	STUDENT	SENIOR	DISABLED	ADULT	VETERANS
PER RIDE (CASH)	FREE	$ 0.50	$ 0.35	$ 0.35	$ 0.75	FREE
BAG OF TOKENS	FREE	$ 4.50	$ 3.00	$ 3.00	$ 6.75	FREE
MONTHLY PASS	FREE	$ 18.00	$ 10.00	$ 10.00	$ 27.00	FREE
ANNUAL PASS	FREE	$ 200.00	$ 100.00	$ 100.00	$ 300.00	FREE

ANNUAL REVENUE BASED ON 125,072 RIDES (AVERAGED RATE)

AVG RATE	ANNUAL REVENUE
0.49	$ 60,972.60

CITY PORTION OF REVENUE $ 30,486.30
CITY COST FOR ADMIN ASSISTANT $ 13,365.00

PROPOSED FARE STRUCTURE #1

	CHILDREN	STUDENT	SENIOR	DISABLED	ADULT	VETERANS
PER RIDE (CASH)	FREE	$ 0.25	$ 0.25	$ 0.25	$ 0.25	FREE
BAG OF TOKENS	FREE	$ 2.25	$ 2.25	$ 2.25	$ 2.25	FREE
MONTHLY PASS	FREE	$ 9.00	$ 9.00	$ 9.00	$ 9.00	FREE
ANNUAL PASS	FREE	$ 90.00	$ 90.00	$ 90.00	$ 90.00	FREE

AVG RATE	ANNUAL REVENUE
0.25	$ 31,268.00

CITY PORTION OF REVENUE $ 15,634.00
IMPACT ON CITY @ 50% $ (14,852.30)

PROPOSED FARE STRUCTURE #2

	CHILDREN	STUDENT	SENIOR	DISABLED	ADULT	VETERANS
PER RIDE (CASH)	FREE	$ 0.35	$ 0.35	$ 0.35	$ 0.35	FREE
BAG OF TOKENS	FREE	$ 3.15	$ 3.15	$ 3.15	$ 3.15	FREE
MONTHLY PASS	FREE	$ 12.60	$ 12.60	$ 12.60	$ 12.60	FREE
ANNUAL PASS	FREE	$ 126.00	$ 126.00	$ 126.00	$ 126.00	FREE

AVG RATE	ANNUAL REVENUE
0.35	$ 43,775.20

CITY PORTION OF REVENUE $ 21,887.60
IMPACT ON CITY @ 50% $ (8,598.70)

PROPOSED FARE STRUCTURE #3

	CHILDREN	STUDENT	SENIOR	DISABLED	ADULT	VETERANS
PER RIDE (CASH)	FREE	$ 0.35	$ 0.25	$ 0.25	$ 0.50	FREE
BAG OF TOKENS	FREE	$ 3.15	$ 2.25	$ 2.25	$ 4.50	FREE
MONTHLY PASS	FREE	$ 12.60	$ 9.00	$ 9.00	$ 18.00	FREE
ANNUAL PASS	FREE	$ 126.00	$ 90.00	$ 90.00	$ 180.00	FREE

AVG RATE	ANNUAL REVENUE
0.34	$ 42,211.80

CITY PORTION OF REVENUE $ 21,105.90
IMPACT ON CITY @ 50% $ (9,380.40)

Regular City Council Meeting 7.
Meeting Date: 06/12/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Requesting ratification of Purchase Order 22502310 to White Rock Construction in the amount of $101,594.10 (including GRT) for flood damage repairs to the air center terminal building. (Corn/Rogers)

BACKGROUND:
Initiated by: Mac Rogers

This request is for ratification of PO # 22502310 to White Rock Construction for flood damage repairs at the terminal building. The repairs were funded with available insurance proceeds, and quotes were received and procured through RFP-23-013. Flood damage occurred mostly to the west side of the air center terminal; this includes all necessary repairs to flood-cut walls and flooring, among other building components.

FINANCIAL CONSIDERATION
Funding Source Account 51004331 -- 614002

LEGAL REVIEW:
Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval (4-0) at its meeting on June 5, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Purchase Order
Quote

Purchase Order

ROSWELL
New Mexico

Fiscal Year 2025

BILL TO
CITY OF ROSWELL
ATTN: ACCOUNTS PAYABLE
PO BOX 1838
ROSWELL NM 88202
(OR) AP@ROSWELL-NM.GOV

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	22502310

Delivery must be made within doors of specified destination.

VENDOR
WHITE ROCK CONSTRUCTION & SERVICES INC
9 EL DORADO LANE
ROSWELL, NM 88203

SHIP TO
AIRPOR
1 JERRY SMITH CIRCLE
ROSWELL, NM 88203
Email: j.brady@roswell-nm.gov
Phone: 5753475703
Fax: 5753472595

Vendor Phone #	Vendor Email Address	Requisition Number	Requisitioner	
		12503028	Lee Rogers	l.rogers@roswell-nm.gov

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
04/16/2025	14346			Air Center Administration

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Terminal Flood Damage Repairs The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Repairs including drywall replacement, carpet replacement, tape texture, and paint, vinyl cove base GL Account: 51004331 - 614002 $101,594.10 ********** GL SUMMARY ********** 51004331 - 614002 $101,594.10	1.0	EACH	$101,594.10	$101,594.10

By: _____
Purchasing Agent, C.P.O

City Council
Roswell, NM

Total Ext. Price	$101,594.10
PO Total	**$101,594.10**

CITY OF ROSWELL, NEW MEXICO
CONDITIONS GOVERNING THIS PURCHASE ORDER

The CITY OF ROSWELL is not responsible for products, goods, supplies, equipment, or services delivered without authority of this written order.

DEFINITIONS:

CITY: The City of Roswell, New Mexico agency and its employees.

ITEM(S): The material(s), product(s), service(s), lease(s), equipment, components, merchandise, Instructor services, Entertainment, goods, commodity(ies) or, etc.

INVOICE: The document to request payment for this Purchase Order from the CITY and must show the following: Purchase Order Number, Date of Shipment, Date of Invoice, Invoice Number, Description & Listing of Item(s) Purchased, Quantity (if applicable), Unit Price or Cost of Each Item(s), Vendor: Name, Remittance Address, Phone Number, and Customer Account Number, if applicable,

REQUISITIONER: The employee of the CITY who is placing this order.

Shipment of Items:

Do not over ship or substitute. Ship exactly as ordered, unless otherwise approved by the CITY.

All products, supplies, equipment or service(s) received are subject to inspection and acceptance by the CITY.

If unable to fill this order exactly in accordance with description unit, price or specifications, please contact Requisitioner immediately. The CITY reserves the right to reject and return at shipper's expense any and all products or supplies delivered which do not conform to our description or specifications.

If unable to fill this order promptly or within the time specified, notify the REQUISITIONER immediately. In case of unreasonable delay in delivery or delivery of goods specified, or in case of any other default of the vendor, the CITY shall have the right to cancel this Purchase Order in whole or in part, and the CITY may procure the ITEM(S) from other sources.

Freight: All product shipped by freight, express or parcel post, MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY.

Packing Slip: Include itemized packing slips with all shipments. Show DEPARTMENT name for whom delivery is intended.

Invoice:

Invoice(s) must be sent on date of COMPLETE SHIPMENT of all product(s) ordered. Any Invoice pertaining to this order **must be received no later than 30 days from shipment date**, otherwise Invoice may not be processed for payment.

Any Discount Terms must be clearly stated on the Invoice, to include the dollar ($) amount or percent (%) amount that may be taken. Define the exact date terms for the discount.

Acceptance:

All items delivered on this order are to be new and the manufacture or product of the United States or its territorial possessions, unless otherwise specified.

The workmanship, quantities or qualities of goods which are to be paid for hereunder shall be to the satisfaction of the CITY and before final acceptance by the CITY all matters of dispute must be adjusted to the mutual satisfaction of the CITY and the vendor. Determinations and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in questions is settled.

The vendor by accepting this order agrees to assume the defense of and hold the CITY, its agents and its employees, harmless from all suits, costs, expenses, claims and damages arising from the use of the described materials because of actual or alleged infringement of any copy rights, patent or patent right of any invention or any other cause, and vendor represents and warrants that the unit prices charged herein are not higher than any applicable legal maximum prices permitted under existing governmental regulations and are not in excess of those currently charged to other governmental, institutional, or commercial users for similar items, quantities and deliveries.

Sales Taxes:

New Mexico Gross Receipts Tax (NMGRT) must be applied at time of invoicing ***(IF APPLICABLE)*** and according to New Mexico Taxation and Revenue Rules and Regulations and at the current rate table.

Federal, State and Local Laws:

Upon the vendor's acceptance hereof, the vendor agrees to comply and follow all Federal, State and Local Laws, Rules and Regulations, the State of New Mexico Procurement Laws and shall keep itself fully informed of all municipal ordinances and regulations in any manner affecting this order and the items delivered at vendor's sole cost and expense. Vendor shall comply with laws prohibiting discrimination on account of race, creed, color, or national origin.

Client:	City of Roswell
Property:	1 Jerry Smith Circle Roswell, NM 88203
Operator:	WHITEROC
Type of Estimate:	
Date Entered:	12/16/2024
Date Assigned:	
Price List:	NMRO8X_SEP23
Labor Efficiency:	New Construction
Estimate:	AIRPORT_TERMINALDRYW

AIRPORT_TERMINALDRYW

DESCRIPTION	QTY		UNIT PRICE	TOTAL
21. Install 5/8" drywall - hung, taped, floated, ready for paint	1,550.00	SF @	2.55 =	3,952.50
20. R&R Carpet tile - High grade	1,100.00	SF @	7.00 =	7,700.00
12. R&R Vinyl cove - 8" wrap	120.00	LF @	11.33 =	1,359.60
10. R&R Vinyl cove - 4" wrap	550.00	LF @	8.98 =	4,939.00
4. Install Texture drywall - smooth / skim coat	6,800.00	SF @	1.05 =	7,140.00
5. Seal the surface area w/PVA primer - one coat	6,800.00	SF @	0.51 =	3,468.00
7. Paint the surface area - two coats	6,800.00	SF @	0.88 =	5,984.00
13. General Demolition - per hour	30.00	HR @	51.59 =	1,547.70
15. Scissor lift - 20' platform height (per day)	10.00	DA @	210.00 =	2,100.00
16. Floor protection - heavy paper and tape	2,000.00	SF @	0.36 =	720.00
18. R&R Furring strip - 2" x 2"	6,800.00	SF @	1.54 =	10,472.00
17. Commercial Supervision / Project Management - per hour	250.00	HR @	70.92 =	17,730.00

Summary

Line Item Total	67,112.80
Overhead	10,066.94
Profit	16,979.54
Sales Tax	7,434.82
Replacement Cost Value	**$101,594.10**
Net Claim	**$101,594.10**

Recap of Taxes, Overhead and Profit

	Overhead (15%)	Profit (22%)	Sales Tax (7.896%)
Line Items	10,066.94	16,979.54	7,434.82
Total	**10,066.94**	**16,979.54**	**7,434.82**

Recap by Room

Estimate: AIRPORT_TERMINALDRYW	**67,112.80**	**100.00%**
Subtotal of Areas	**67,112.80**	**100.00%**
Total	**67,112.80**	**100.00%**

Recap by Category

O&P Items	Total	%
GENERAL DEMOLITION	7,501.80	7.38%
DRYWALL	11,092.50	10.92%
HEAVY EQUIPMENT	2,100.00	2.07%
FLOOR COVERING - CARPET	7,700.00	7.58%
FLOOR COVERING - VINYL	4,804.50	4.73%
FRAMING & ROUGH CARPENTRY	6,732.00	6.63%
LABOR ONLY	17,730.00	17.45%
PAINTING	9,452.00	9.30%
O&P Items Subtotal	67,112.80	66.06%
Overhead	10,066.94	9.91%
Profit	16,979.54	16.71%
Sales Tax	7,434.82	7.32%
Total	101,594.10	100.00%

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 8.
Meeting Date: 06/12/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Requesting ratification of Purchase Order 22502310 to White Rock Construction in the amount of $101,594.10 (including GRT) for flood damage repairs to the air center terminal building. (Corn/Rogers)

BACKGROUND:
Initiated by: Mac Rogers

This request is for ratification of PO # 22502310 to White Rock Construction for flood damage repairs at the terminal building. The repairs were funded with available insurance proceeds and quotes were received and procured through RFP 23-013. Flood damage occurred mostly to the west side of the air center terminal; this includes all necessary repairs to flood-cut walls and flooring, among other building components.

FINANCIAL CONSIDERATION
Funding Source Account 51004331 -- 614002

LEGAL REVIEW:
Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval (4-0) at its meeting on June 5th, 2025.

STAFF RECOMMENDATION:
Staff recommends approval

Attachments

Purchase Order
Quote

Purchase Order

ROSWELL
New Mexico

Fiscal Year 2025

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	22502310

Delivery must be made within doors of specified destination.

BILL TO

CITY OF ROSWELL
ATTN: ACCOUNTS PAYABLE
PO BOX 1838
ROSWELL NM 88202
(OR) AP@ROSWELL-NM.GOV

VENDOR

WHITE ROCK CONSTRUCTION & SERVICES INC
9 EL DORADO LANE
ROSWELL, NM 88203

SHIP TO

AIRPOR
1 JERRY SMITH CIRCLE
ROSWELL, NM 88203
Email: j.brady@roswell-nm.gov
Phone: 5753475703
Fax: 5753472595

Vendor Phone #	Vendor Email Address	Requisition Number	Requisitioner	
		12503028	Lee Rogers	l.rogers@roswell-nm.gov

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
04/16/2025	14346			Air Center Administration

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Terminal Flood Damage Repairs The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Repairs including drywall replacement, carpet replacement, tape texture, and paint, vinyl cove base GL Account: 51004331 - 614002 $101,594.10	1.0	EACH	$101,594.10	$101,594.10
	********** GL SUMMARY ********** 51004331 - 614002 $101,594.10				

By: _____
Purchasing Agent, C.P.O

City Council

Roswell, NM

Total Ext. Price	$101,594.10
PO Total	**$101,594.10**

CITY OF ROSWELL, NEW MEXICO
CONDITIONS GOVERNING THIS PURCHASE ORDER

The CITY OF ROSWELL is not responsible for products, goods, supplies, equipment, or services delivered without authority of this written order.

DEFINITIONS:

CITY: The City of Roswell, New Mexico agency and its employees.

ITEM(S): The material(s), product(s), service(s), lease(s), equipment, components, merchandise, Instructor services, Entertainment, goods, commodity(ies) or, etc.

INVOICE: The document to request payment for this Purchase Order from the CITY and must show the following: Purchase Order Number, Date of Shipment, Date of Invoice, Invoice Number, Description & Listing of Item(s) Purchased, Quantity (if applicable), Unit Price or Cost of Each Item(s), Vendor: Name, Remittance Address, Phone Number, and Customer Account Number, if applicable,

REQUISITIONER: The employee of the CITY who is placing this order.

Shipment of Items:

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All products, supplies, equipment or service(s) received are subject to inspection and acceptance by the CITY.

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Invoice:

Invoice(s) must be sent on date of COMPLETE SHIPMENT of all product(s) ordered. Any Invoice pertaining to this order **must be received no later than 30 days from shipment date**, otherwise Invoice may not be processed for payment.

Any Discount Terms must be clearly stated on the Invoice, to include the dollar ($) amount or percent (%) amount that may be taken. Define the exact date terms for the discount.

Acceptance:

All items delivered on this order are to be new and the manufacture or product of the United States or its territorial possessions, unless otherwise specified.

The workmanship, quantities or qualities of goods which are to be paid for hereunder shall be to the satisfaction of the CITY and before final acceptance by the CITY all matters of dispute must be adjusted to the mutual satisfaction of the CITY and the vendor. Determinations and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in questions is settled.

The vendor by accepting this order agrees to assume the defense of and hold the CITY, its agents and its employees, harmless from all suits, costs, expenses, claims and damages arising from the use of the described materials because of actual or alleged infringement of any copy rights, patent or patent right of any invention or any other cause, and vendor represents and warrants that the unit prices charged herein are not higher than any applicable legal maximum prices permitted under existing governmental regulations and are not in excess of those currently charged to other governmental, institutional, or commercial users for similar items, quantities and deliveries.

Sales Taxes:

New Mexico Gross Receipts Tax (NMGRT) must be applied at time of invoicing ***(IF APPLICABLE)*** and according to New Mexico Taxation and Revenue Rules and Regulations and at the current rate table.

Federal, State and Local Laws:

Upon the vendor's acceptance hereof, the vendor agrees to comply and follow all Federal, State and Local Laws, Rules and Regulations, the State of New Mexico Procurement Laws and shall keep itself fully informed of all municipal ordinances and regulations in any manner affecting this order and the items delivered at vendor's sole cost and expense. Vendor shall comply with laws prohibiting discrimination on account of race, creed, color, or national origin.

Client:	City of Roswell
Property:	1 Jerry Smith Circle Roswell, NM 88203
Operator:	WHITEROC
Type of Estimate:	
Date Entered:	12/16/2024
Date Assigned:	
Price List:	NMRO8X_SEP23
Labor Efficiency:	New Construction
Estimate:	AIRPORT_TERMINALDRYW

AIRPORT_TERMINALDRYW

DESCRIPTION	QTY		UNIT PRICE	TOTAL
21. Install 5/8" drywall - hung, taped, floated, ready for paint	1,550.00	SF @	2.55 =	3,952.50
20. R&R Carpet tile - High grade	1,100.00	SF @	7.00 =	7,700.00
12. R&R Vinyl cove - 8" wrap	120.00	LF @	11.33 =	1,359.60
10. R&R Vinyl cove - 4" wrap	550.00	LF @	8.98 =	4,939.00
4. Install Texture drywall - smooth / skim coat	6,800.00	SF @	1.05 =	7,140.00
5. Seal the surface area w/PVA primer - one coat	6,800.00	SF @	0.51 =	3,468.00
7. Paint the surface area - two coats	6,800.00	SF @	0.88 =	5,984.00
13. General Demolition - per hour	30.00	HR @	51.59 =	1,547.70
15. Scissor lift - 20' platform height (per day)	10.00	DA @	210.00 =	2,100.00
16. Floor protection - heavy paper and tape	2,000.00	SF @	0.36 =	720.00
18. R&R Furring strip - 2" x 2"	6,800.00	SF @	1.54 =	10,472.00
17. Commercial Supervision / Project Management - per hour	250.00	HR @	70.92 =	17,730.00

Summary

Line Item Total	67,112.80
Overhead	10,066.94
Profit	16,979.54
Sales Tax	7,434.82
Replacement Cost Value	**$101,594.10**
Net Claim	**$101,594.10**

Recap of Taxes, Overhead and Profit

	Overhead (15%)	Profit (22%)	Sales Tax (7.896%)
Line Items	10,066.94	16,979.54	7,434.82
Total	**10,066.94**	**16,979.54**	**7,434.82**

Recap by Room

Estimate: AIRPORT_TERMINALDRYW	**67,112.80**	**100.00%**
Subtotal of Areas	**67,112.80**	**100.00%**
Total	**67,112.80**	**100.00%**

Recap by Category

O&P Items	Total	%
GENERAL DEMOLITION	7,501.80	7.38%
DRYWALL	11,092.50	10.92%
HEAVY EQUIPMENT	2,100.00	2.07%
FLOOR COVERING - CARPET	7,700.00	7.58%
FLOOR COVERING - VINYL	4,804.50	4.73%
FRAMING & ROUGH CARPENTRY	6,732.00	6.63%
LABOR ONLY	17,730.00	17.45%
PAINTING	9,452.00	9.30%
O&P Items Subtotal	67,112.80	66.06%
Overhead	10,066.94	9.91%
Profit	16,979.54	16.71%
Sales Tax	7,434.82	7.32%
Total	101,594.10	100.00%

Regular City Council Meeting 9.
Meeting Date: 06/12/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 25-24: U.S. Department of Transportation for Safe Streets and Roads for All funding program. The adoption of Resolution 25-24 is for project application support. (Corn/MacCornack)

BACKGROUND:
Initiated by: James MacCornack

City of Roswell has a US DOT accepted Safe Streets and Roads for All Comprehensive Safety Action Plan. Plan has identified systematic safety treatments that are recommended to be applied at various locations throughout the City. These treatments are individually low-cost and include improved roadway striping and pavement markings, and visibility enhancements at signalized intersections. US DOT funding is 80/20 with 20% of the project cost required to come from non-federal sources. It is proposed to utilize New Mexico Matching Fund funding to fund the 20% required match to support the application to US DOT for funding in Spring 2025. Application to US DOT will not be made until State Matching Funds are awarded. State Matching Fund award is pending

FINANCIAL CONSIDERATION
This is for project application support. Application to US DOT for project funding would be pending New Mexico Matching Fund award.

LEGAL REVIEW:
Resolution has been reviewed by the City Attorney.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 4-0 at their meeting on June 5, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

ATT 1 - Draft Resolution 25-24
ATT 2 - US DOT Notice of Funding Excerpt

RESOLUTION 25-24

A RESOLUTION FOR THE SUBMITTAL OF AN IMPLEMENTATION GRANT APPLICATION TO THE SAFE STREETS AND ROADS FOR ALL PROGRAM

WHEREAS, the City of Roswell intends to pursue funding under the U.S. Department of Transportation Safe Streets and Roads for All (US DOT SS4A) program for implementation of safety improvements on streets within the city of Roswell; and

WHEREAS, the City of Roswell has completed a Safe Streets for All Comprehensive Safety Action Plan (CSAP) that identified traffic safety improvements that could be implemented to reduce crashes throughout the City and has a pre-approved CSAP eligible for submittal of an Implementation grant application under the US DOT SS4A program; and

WHEREAS, the City of Roswell intends to apply for up to $3,500,000 in funding under the US DOT SS4A program in the Implementation category with possible Demonstration elements; and

WHEREAS, the City of Roswell has secured funding for the required 20% non-federal match utilizing the State of New Mexico Matching Fund; and

WHEREAS, the City of Roswell supports this project and desires to receive federal funding under the US DOT SS4A program; and

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

1. The City of Roswell, New Mexico desires to submit an Implementation grant application under the US DOT SS4A program for projects totaling a cost of up to $3,500,000, which would result in a request for an amount up to $2,800,000 in funding from the U.S. Department of Transportation Safe Streets and Roads for All program and a 20% matching grant from the State of New Mexico Matching Fund in the amount of up to $700,000.

PASSED, ADOPTED, SIGNED and APPROVED ________, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

DRAFT

BILLING CODE 4910-9X

DEPARTMENT OF TRANSPORTATION

Office of the Secretary of Transportation

Docket Number: DOT-OST-2025-0050

USDOT FY25 Safe Streets and Roads for All Funding

ISSUED: March 28, 2025

AGENCY: Office of the Secretary of Transportation, U.S. Department of Transportation (DOT or the Department)

ACTION: Notice of Funding Opportunity (NOFO), Assistance Listing # 20.939

Each section of this Notice of Funding Opportunity contains information and instructions relevant to the application process for SS4A grants, and all applicants should read this notice in its entirety to have the information they need to submit eligible and competitive applications.

Section	Content
A	Basic Information
B	Definitions
C	Eligibility Information
D	Program Description
E	Federal Award Information
F	Submission Requirements and Deadlines
G	Application Review Information
H	Federal Award Notices
I	Post-Award Requirements and Administration
J	Other Information

A. Basic Information

Basic Information: Safe Streets and Roads for All (SS4A)	
Federal Agency Name	Office of the Secretary of Transportation, U.S. Department of Transportation
Funding Opportunity Number	DOT-SS4A-FY25-01 (Grants.gov)
Assistance Listing Number	20.939
Executive Summary	Funds for the fiscal year (FY) 2025 SS4A grant program are to be awarded on a competitive basis to support planning, infrastructure, and behavioral and operational initiatives to prevent fatalities and serious injuries on roads and streets involving all roadway users, including pedestrians, bicyclists, public transportation, motorists, and commercial vehicle operators.
Objective	The purpose of this notice is to solicit applications for Safe Streets and Roads for All (SS4A) grants.
Eligible Applicants	• Metropolitan planning organizations; • Political subdivisions of a State or territory (e.g., cities, towns, counties); • Federally recognized Tribal governments; and • A multijurisdictional group of entities described in any of the aforementioned three types of entities.
Eligible Project Types	• Develop a comprehensive safety action plan (Action Plan). • Conduct supplemental safety planning to enhance an Action Plan. • Carry out demonstration activities to inform the development of, or an update to, an Action Plan. • Perform planning, design, and development activities for projects and strategies identified in an Action Plan. • Implement projects and strategies identified in an Action Plan that address roadway safety problems.

Basic Information: Safe Streets and Roads for All (SS4A)	
Funding Details	This Notice makes available up to $982,260,494 for FY 2025 grants: • **$580,000,000** is available for Implementation Grants ○ Expected number of awards: 40 to 70 ○ Expected funding range: $2,500,000 to $25,000,000 • **$402,260,494** is available for Planning and Demonstration Grants ○ Expected number of awards: 400 to 700 ○ Expected funding range: $100,000 to $5,000,000 The Department reserves the right to make more, or fewer, awards. USDOT reserves the discretion to alter minimum and maximum award sizes upon receiving the full pool of applications and assessing the needs of the program in relation to the SS4A grant priorities in Section D.3. DOT may increase the overall amount of funding if additional funds become available.
Funding Restrictions	• Not more than 15 percent of the $1 billion in FY 2025 funds made available to carry out the SS4A program may be awarded to eligible applicants in a single State.[1] • A minimum of 40 percent of the total funds made available in FY 2025 must be awarded for developing an Action Plan, including supplemental planning to update an existing Action Plan, or demonstration activities to inform the development or update of an Action Plan. The 40 percent set-aside for FY 2025 funding may change if Congress enacts applicable legislation before awards are announced.
Key Dates	Planning and Demonstration Grant and Implementation Grant applications must be submitted by 5:00 PM (EDT) on June 26, 2025. Technical questions must be submitted by 5:00 PM (EDT) on May 29, 2025. Pre-application eligibility review requests must be submitted for Implementation Grants by 5:00 PM (EDT) on May 9, 2025.
Application Links	Applications must be submitted via Valid Eval, an online submission proposal system used by USDOT • **Implementation Grant Application:** https://usg.valideval.com/teams/usdot_ss4a_2025_implementation/signup • **Planning and Demonstration Grant Application:** https://usg.valideval.com/teams/usdot_ss4a_2025_planning_demo/signup Customer support for Valid Eval can be reached at support@valideval.com.
Agency Contact Information	**Email:** SS4A@dot.gov **Website:** https://www.transportation.gov/grants/SS4A DOT will regularly post answers to common questions and requests for clarification, as well as schedule information regarding webinars providing additional guidance.

[1] Funding for Tribal lands will be treated as their own State and will not count toward a State's 15% limit.

Regular City Council Meeting 10.
Meeting Date: 06/12/2025
COMMITTEE: N/A
CONTACT: N/A **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Resolution 25-25: Weeds - This Resolution mandates the cleanup of approximately twenty-six (26) properties within the City. (Heldenbrand/Franco)

BACKGROUND:
Initiated by: Toby Franco

At present, no more efficient means are available to enforce the requirements that property within the City limits be kept clean and orderly. Citation of property owners requires that 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 the 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:
Proceed as presented.

Attachments

ATT 1 Resolution Weeds
ATT 2 Resolution 25-25 Weeds

CITY OF ROSWELL
RESOLUTION 25-25

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

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

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

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

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

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

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

ADOPTED, SIGNED AND APPROVED 12th day of June 2025.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

801 E MC GAFFEY ST FRUITLAND Block 1 Lot 8 W 144' S 150' PNR SERVICES, LLC PO BOX 575 FLORA VISTA, NM 87415	801 E 5TH ST BELLE PLAIN Lot 29 E 83' W 173' S 145' Quarter SE S 33 T 10S R 24E ELIAS, SUE ANN 801 E 5TH ST ROSWELL, NM 88201
808 E TILDEN ST FLORA VISTA Block 4 Lot 17 AND Lot 18 CAMPOS, GUILLERMINA HERNANDEZ 4140 E CLEAR CREEK DR CAMP VERDE, AZ 86322	812 E TILDEN ST FLORA VISTA Block 4 Lot 15 AND Lot 16 RODRIGUEZ, SALVADOR HERNANDEZ 10609 MURPHY ST EL PASO, TX 79924
814 E TILDEN ST FLORA VISTA Block 4 Lot 13 RODRIGUEZ, SALVADOR HERNANDEZ 10609 MURPHY ST EL PASO, TX 79924	717 E TILDEN ST FLORA VISTA Block 2 Lot 38 AND Lot 39 PEREZ, TEODORO J 105 N AVE U LUBBOCK, TX 79415
417 E VAN BUREN ST SOUTH HIGHLANDS Block 1 Lot 1 W 57' E 157' S 123.5' CARMONA, ERIC D 1020 S GARDEN AVE ROSWELL, NM 88203	606 E VAN BUREN ST JOHNSON & ALLISON LOT 4 BLK 1 FRUITLAND Block B Lot 5 PACHECO, FRED B 1215 SAN JUAN DR ROSWELL, NM 88201-8356
212 PEAR ST BELLE PLAIN Lot 30 E 65' W 86.5' S 140' N 145' Quarter SE S 33 T 10S R 24E MELSON, INEZ ET AL; STRICKLAND, INEZ 12091 CENTRAL AVE SE UNIT 229 ALBUQUERQUE, NM 87123-3982	303 E JEFFERSON ST SOUTH HIGHLANDS REDIVISION Block 10A Lot 20 HELLUMS, JARED D 27 MISTY GROVE CIR SPRING, TX 77380
320 E JEFFERSON ST SOUTH HIGHLANDS REDIVISION Block 10B Lot 1 TORREZ, FERNANDO C C/O MARGIE T DUFFY PO BOX 1063 GILROY, CA 95020	2001 N GARDEN AVE SHERRELL HEIGHTS Block 1 Lot 2 AND Lot 3 N 5.50' Quarter NE S 28 T 10S R 24E RICHARD T ANDREWS 6916 PORLAMAR RD ALBUQUERQUE NM 87120
1411 W TILDEN ST FAIR PARK Block: 11 Lot: 19 PADILLA, SAQUEO 5156 MARTIN ST MIRA LOMA, CA 91752	217 E BONNEY ST SOUTH MANOR Block 4 Lot 16 COLE, ALICIA 4631 E PECAN RD PHOENIX, AZ 85040

804, 804 #1/2, 806, 808, 810, 810 #1/2, 900 S ATKINSON AVE S 4 T 11S R 24E E2E2NE4SE4 W294.42' E 334.42' S228.8' N888.8'/W55' E334.42' S 32.2' N920.62'/E2W2E2NE4SE4 E37.55' N150'/E167.1' S734.8' N884.8' AA&S INC 1641 WAGONWHEEL DR FORT LUPTON, CO 80621-2212	1422 W HENDRICKS ST BINNS Block 2 Lot 6 MONTANO, HELEN M 1422 W HENDRICKS ST ROSWELL, NM 88203 (Secondary Address) 601 GREENVILLE DR SE ALBUQUERQUE NM 87123
302 W ALAMEDA ST SOUTH ROSWELL Block 8 Lot 11 AND Lot 13 ABALDON REVOCABLE TRUST, STEVEN J C/O STEVEN J GABALDON - TRUSTEE 2014 SAN JUAN BLVD FARMINGTON, NM 87401	1101 E BLAND ST S 4 T 11S R 24E W2SE4SE4NE4 E 50' W 70' N 160' S 180' GONZALEZ, SAUL H GONZALEZ, DOLORES T 304 E 7TH ST ROSWELL, NM 88201
801 W ALBUQUERQUE ST SPARKS Block 6 Lot 6 PRADO-GUERRERO, SERGIO 7628 E SPANISH MOSS LN PRESCOTT VALLEY, AZ 86314	606 S MICHIGAN AVE SPARKS Block 5 Lot 4 MORENO, ALFONSO; MORENO, JOVITA 13110 PROSPECTOR RD VICTORVILLE, CA 92392
1102 HOLLAND AVE FRUITLAND PARK 1 Block 14 Lot 36 CARDENAS, SERGIO; CARDENAS, DENISE 2012 BARONA AVE SE RIO RANCHO, NM 87124	503 S MONTANA AVE 503 S MONTANA AVE #1/2 PAULY Block 17 Lot 11 LANDAU, STEPHEN D 2119 CALLE TECOLOTE SANTA FE, NM 87505
303 E BONNEY ST KEITHS SOUTHSIDE Block 5 Lot 19 MARQUEZ, HAROLD; ALVAREZ, CHRISTIAN ANDREW 3600 NE 23RD AVE AMARILLO, TX 79107	315 S SYCAMORE AVE OAK KNOLL Block 3 Lot 13 CHAVEZ BARRERA, GILBERTO; CHAVEZ, LISET SOLIS 2544 DON GREGORIO RD SW ALBUQUERQUE, NM 87105
1101 W MATHEWS ST BECK Block 2 Lot 1 BRITO, GLORIA D 1101 W MATHEWS ST ROSWELL, NM 88203	1407 S RILEY DR SUNSET VILLA Block 1 Lot 2 AND Lot 3 BLEWETT, CARLTON; BLEWETT, DAVID 1612 W 8TH ST ROSWELL, NM 88201

Regular City Council Meeting 11.
Meeting Date: 06/12/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Resolution 25-26: Condemnations - The adoption of Resolution 25-26 requires the removal or demolition of two dilapidated structures. (Heldenbrand/Franco)

BACKGROUND:
Initiated by: Toby Franco

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

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

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

BOARD AND COMMITTEE ACTION:
The Public Safety Committee on May 13, 2025 meeting recommended this be sent to Legal Committee. The Legal Committee recommended (5-0) approval at their meeting on May 22, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

ATT 1 Resolution Condemnations
ATT 2 Resolution 25-26 Condemnations

CITY OF ROSWELL
RESOLUTION 25-26

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

WHEREAS, it is the opinion of the City Council of the City of Roswell, New Mexico, that those certain buildings or structures upon the premises located as follows and purportedly owned of record, or occupied by the parties hereinafter named, are and have become in such state of disrepair, damage and dilapidation as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law, by reason of the condition or conditions set forth in Exhibit "A".

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

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

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

3. In the event the owner or other interested party aggrieved shall file his protest within the time herein provided, requesting a hearing, on the matter, the City Council shall fix a date for hearing, at which time said Protestants shall be entitled to be heard in person, by agent or attorney, and the City Council shall consider evidence whether or not its previous action should be enforced or rescinded. If it shall be determined that the removal order should be enforced, and the owner(s) shall fail or neglect to comply with said decision of the City Council, they shall have a right of appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within the (10) days after the date of the City Council decision, together with his petition for court review duly filed with the Clerk of the Court within thirty (30) days of the date of the decision complained of.

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

ADOPTED, SIGNED AND APPROVED 12th day of June 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

Location	Condition	Name
10 OAK DR OAK KNOLL Block 1 Lot 10	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	TORRES, GUSTAVO; TORRES, DIANA 606 S MONTANA AVE ROSWELL, NM 88203
1718 N OHIO AVE CRESCENT HEIGHTS Block 5 Lot 1 S 29 T 10S R 24E	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	TRACY L HAMILTON 1718 N OHIO AVE ROSWELL, NM 88201

10 OAK DR





1718 N OHIO AVE





ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 12.
Meeting Date: 06/12/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 25-27: Fees Charged at Nancy Lopez Spring River Golf Course. (Corn/Burress)

BACKGROUND:
Initiated by: Jim Burress

The current rates/fees have been the same since 2014/2015 fiscal year.

FINANCIAL CONSIDERATION
Due to inflation, our costs have gone up.

LEGAL REVIEW:
No legal review at this time.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval (4-) at its meeting on June 5, 2025.

STAFF RECOMMENDATION:
Consider approval to restructure and increase all rates and fees at Nancy Lopez Golf course at Spring River.

Attachments
Resolution 25-27 Fees Charged at Nancy Lopez Golf Course
Golf fees

RESOLUTION 25-27
A RESOLUTION TO SET FEES CHARGED AT THE NANCY LOPEZ GOLF COURSE AT SPRING RIVER

WHEREAS, The City of Roswell provides services, equipment, and the use of the Nancy Lopez Golf Course, and

WHEREAS, the City of Roswell has the authority to establish rates for services provided pursuant to Section 3-18-1 (H) New Mexico State Statutes Annotated 1978; and;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THIS GOVERNING BODY, that charges for use, equipment, and services are hereby adopted:

Nancy Lopez Golf Course @ Spring River

Restructure & Increase Rates / Fees

Regular Annual Fees:

Fee Category	Price
Single	$625.00
Couple	$850.00
Corporate	$500.00
Senior Single-Anytime	$475.00
Senior Couple-Anytime	$595.00
Pay as You Play Single	$315.00 ($7 per round)
Pay as You Play Couple	$441.00 ($7 per round)
City Employee	$300.00
Add a Family Member to any Membership	$200.00
Junior	$100.00

Monthly Fees (1 month from purchase date):

Fee Category	Price
Single	$100.00
Couple	$150.00
Junior	$45.00
Senior Single	$75.00
Senior Couple	$105.00

Regular Green Fees:

Fee Category	Price
18 Holes	$20.00
9 Holes	$12.00
Second 9 Holes	$8.00
Twilight Rates	$13.00

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Junior Green Fees:

Fee Category	Price
18/9 Holes	$8.50

Special Fees:

Fee Category	Price
Seniors' Day Green Fee & Cart Fee (Wednesday's)	$25.00
Ladies' Day Green Fee & Cart Fee (Thursday's)	$25.00
Golf Tournament Green Fee	$12.00
High School Golf Teams Green Fee	$750.00 (per year)

Cart Fees:

Fee Category	Price
18 Holes	$20.00 (per rider)
9 Holes	$13.00 (per rider)
Second 9 Holes	$7.00 (per rider)
Twilight	$17.00 (per rider)
Tournament Cart	$15.00 (per rider)

Range Balls:

Fee Category	Price
Small Bucket	$3.00
Medium Bucket	$5.00
Large Bucket	$7.00
Tournament Range	$3.00
High School Golf Teams Range	$750.00 (per year)

Rentals:

Fee Category	Price
Pull Cart	$5.00
18 Hole Golf Clubs	$25.00
9 Hole Golf Clubs	$15.00

Bag Storage Room:	$120.00 per spot (per year)

****Seniors must be 60 years old or older**

****Couple Memberships must be living at the same address**

****Juniors must be 17 years old or younger, OR still in High School**
****Family Members must be a Spouse or Junior (17 years or younger)**
****Merchandise prices are subject to change at the discretion of the Golf Course Manager - not to exceed 20%**

DRAFT

PASSED, ADOPTED, SIGNED, and APPROVED the ___ day of _____, 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

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GOLF COURSE FEE'S

(Tax Included)

			NEW	OLD
Cart Fees				
	18 Holes		$20.00	$16.28
	9 Holes		$13.00	$10.50
	Second 9 Holes		$7.00	N/A
	Twilight		$17.00	$13.65
Green Fees				
	18 Holes		$20.00	$21.26
	9 holes		$12.00	$14.96
	Second 9 Holes		$8.00	N/A
	Twilight		$13.00	$15.75
Annual Dues	Single		$625.00	$681.00
	Corporate Membership		$500.00	N/A
	Seniors		$475.00	$477.00
	Pay as You Play ($5.00 Green Fees)		$300.00	$315.00
	Monthly		$100.00	$95.00
	Monthly Couples		$150.00	$126.00
	Add a Family Member to any Membership		$200.00	N/A
	Junior Membership		$100.00	N/A
	City Employee Membership		$300.00	N/A
Club Rental (Credit Card kept while clubs on course)		18 Holes	$25.00	$25.00
		9 Holes	$15.00	$16.00

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 13.
Meeting Date: 06/12/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
RFP-25-006: Audit Services to Jaramillo Accounting Group, LLC. Approval of the award recommendation for RFP-25-006. (Corn/Gomez)

BACKGROUND:
Initiated by: Toni Gomez

The City of Roswell issued RFP-25-006 for Audit Services, seeking to contract with a qualified independent public accounting firm to conduct the City's annual financial audit. Two proposals were received by the submission deadline of April 22, 2025. Following a formal evaluation based on the criteria outlined in the RFP, the Evaluation Committee recommends awarding the contract to Jaramillo Accounting Group, LLC.

Pursuant to the New Mexico Audit Rule (2.2.2 NMAC), the draft contract was submitted through the OSA-Connect portal and has been approved by the Office of the State Auditor. This item is now being presented to the Finance Committee for consideration and recommendation to City Council for final approval and contract execution.

FINANCIAL CONSIDERATION
Audit services are funded through the Finance Department's operational budget.

LEGAL REVIEW:
The draft contract has been reviewed by the Office of the State Auditor as required. Final contract execution will follow the City's legal and administrative procedures.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 4-0 at its meeting on June 5, 2025.

STAFF RECOMMENDATION:
Proceed as prersented.

Attachments

Award Recommendation Report
OSA Contract Approval Confirmation

Award Recommendation Report

To: Mayor and Council
From: Toni Gomez, Project Manager
Date: May 09, 2025
Subject: Award Recommendation for RFP-25-006
Audit Services

The City of Roswell posted **RFP-25-006, Audit Services,** on March 23, 2025, seeking to contract with a qualified independent public accounting firm to conduct the City's annual financial audit. Proposals were due on April 22, 2025, and two (2) firms submitted responses.

The Evaluation Committee reviewed all proposals based on the criteria outlined in the RFP, including:

- Company Experience
- Company Past Performance/References
- Proposed Key Personnel Experience
- Audit Approach and Methodology
- Cost Proposal

After completing the evaluation process, the Committee recommends awarding the contract to Jaramillo Accounting Group, which received the highest overall score based on the weighted evaluation criteria. The selected firm demonstrated the strongest qualifications in municipal audit experience within New Mexico, relevant past performance, and a well-defined audit methodology that meets the City's operational and compliance needs.

The Purchasing Office concurs with the recommendation of the Evaluation Committee and the Project Manager.

The Offerors are listed below:

Jaramillo Accounting Group LLC (JAG) – Albuquerque, NM

Carr, Riggs & Ingram, LLC – Albuquerque, NM

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

Sincerely,

Toni Gomez,
Finance Director,
Project Manager

JOSEPH M.MAESTAS, P.E., CFE
STATE AUDITOR

RICKY A. BEJARANO, CPA, CGMA
DEPUTY STATE AUDITOR

State of New Mexico
Office of the State Auditor
CONSTITUENT SERVICES
(505) 476-3821

2025-05-19T15:03:13.532Z

Chad Cole
City Manager
City of Roswell
c.cole@roswell-nm.gov

Dear Chad Cole,

Pursuant to NMSA 1978, Sections 12-6-3 and -14, and any applicable provisions of the Audit Rule, the Office of the State Auditor (OSA) hereby approves the request and contract for Jaramillo Accounting Group, LLC (the "IPA") to conduct the Fiscal Year 2025 annual audit or agreed-upon procedures engagement for City of Roswell (the "Agency"). This approval is contingent upon the following:

- The IPA and the Agency must use the form of contract from the OSA-Connect online portal, with no changes. If any changes are required, a contract amendment will need to be completed and submitted in OSA-Connect for approval.
- The contract price and all other terms of the contract must be identical to the information submitted through the OSA-Connect portal.
- If applicable, the Agency will submit the contract for any additional required approvals from an oversight authority, including any approvals by the Public Education Department or Higher Education Department required by NMSA 1978, Section 12-6-14.
- If applicable, the Agency will submit to the General Services Division Contracts Review Bureau the required number of signed contracts, a copy of this letter and any other required documentation.
- Once you have received all signatures, please login to OSA-Connect and upload your fully executed contract. If you do not upload your fully executed contract, your report release will be delayed.

If any of these conditions is not satisfied, this approval will be void, and the Agency will be required to commence the contracting process again with the submission of new information through the OSA-Connect portal.

If you have any questions, please contact the OSA at (505) 476-3800.

Sincerely,
Office of The State Auditor

2540 Camino Edward Ortiz, Suite A, Santa Fe, New Mexico 87507
Phone (505) 476-3800 * Fax (505) 827-3512
www.osa.nm.gov * 1-866-OSA-FRAUD

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 14.
Meeting Date: 06/12/2025
COMMITTEE: Public Safety
CONTACT: Mike Mathews **CHAIR:** Juliana Halvorson

ACTION REQUESTED:
RFP-25-007: Scope of Work for Veterinary Services. Approval of the award recommendation for RFP-25-007. (Halvorson/Mairot)

BACKGROUND:
Initiated by: Shantel Mairot

The City of Roswell is seeking proposals from qualified veterinary service providers to deliver a range of essential veterinary services to support the animals under the care of Roswell Animal Services. A multi-source award is anticipated to ensure comprehensive coverage and flexibility in service provision.

FINANCIAL CONSIDERATION
Funding will be provided through the City of Roswell Animal Services' approved operating budget.

LEGAL REVIEW:
Contracts will be reviewed by the Legal Department upon award.

BOARD AND COMMITTEE ACTION:
The Public Safety Committee meeting on May 13, 2025, recommended approval with a 3-0 vote and referred it to the Legal Committee and then to the City Council on the consent agenda.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

RFP-2025-007 Veterinary Services

DRAFT SCOPE OF WORK

CITY OF ROSWELL

REQUEST FOR PROPOSALS

RFP: 25-007

Veterinary Services

RFP Issue Date: 6/15/2025

PROPOSAL DUE:
7/8/2025 2:00 PM

PURCHASING DEPARTMENT
425 N. RICHARDSON
ROSWELL, NM 88203

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

DRAFT SCOPE OF WORK

PURPOSE OF THIS REQUEST FOR PROPOSAL

The City of Roswell is seeking qualified veterinary service providers to deliver a range of veterinary services in support of the animals under the care of Roswell Animal Control. Qualified offerors will be considered for a multi-source award to help ensure the continued health and welfare of the animals. The City invites interested providers to submit proposals for consideration.

BACKGROUND

The City of Roswell Animal Services is responsible for managing stray, abandoned, and impounded animals within the city limits. This includes providing care, shelter, and medical treatment to ensure the well-being of the animals. The mission of Animal Services is to promote the health and safety of both animals and residents by delivering professional, high-quality, responsive, and cost-effective animal control services. Additionally, Animal Services plays a vital role in facilitating pet adoptions and reclaims, offering citizens and rescue organizations opportunities to adopt or reclaim dogs and cats.

SCOPE OF WORK

The eligible veterinary service provider may be requested to deliver a range of essential services to the City of Roswell Animal Services, including sterilization (spay/neuter) services, vaccination services, euthanasia services, general veterinary care, and emergency veterinary services. Additionally, the provider will be expected to ensure compliance with all relevant regulations and standards. The awarded offeror(s) may also be tasked with supplying medications and medical supplies on an “as needed” basis, ensuring that all medications and supplies meet regulatory requirements and are available to address the needs of the animals under the care of Animal Services. All veterinary service providers must be currently licensed to practice veterinary medicine in the State of New Mexico Board of Veterinary Medicine.

DRAFT SCOPE OF WORK

Anticipated Schedule

Action	Date
1.Issue of RFP	6/15/2025
2. Acknowledgement of Receipt Form	6/25/2025
3.Deadline to Submit Additional Questions	6/25/2025
4.Response to Written Questions/RFP Addendum	6/27/2025
5.Submission of Proposal 2:00 PM	7/08/2025
6. Proposal Evaluation	7/11/2025
7. Recommendation to Committee	7/22/2025
8. Recommendation to Award to City Council	8/14/2025
9. Notice of Award	8/15/2025
10.Protest Deadline	+15
11.Contract Executed	9/01/2025

Non-Action Items (Information Items) 21.

Regular City Council Meeting
Meeting Date: 06/12/2025
COMMITTEE: N/A **CONTACT:** Amalia Martinez
CHAIR: N/A

Summary:
MainStreet Roswell Annual Report FY2025 - Presentation by Executive Director, Barbara Gomez

Attachments

2024 Annual Report - May 30, 2025

MAINSTREET ROSWELL
PO Box 1328 | Roswell, NM 88202
575-914-8018 | www.mainstreetroswell.org

May 30, 2025

MainStreet Roswell Board of Directors
Barbara Gomez, Executive Director

Dear Mayor Jennings and City Council,

MainStreet Roswell (MSR) and the City of Roswell have enjoyed a strong, collaborative partnership for many years. We look forward to continuing this relationship as we work together to create a vibrant, economically stable, and beautiful Main Street. By honoring our past, reimagining our future, and fostering opportunities for revitalization, we are committed to building a thriving downtown for generations to come.

In this annual presentation you will find reports that outline the work that MainStreet Roswell has completed over the past year - July 2024 – May 2025

- Disclosure of Financial Status – Profit and Loss Actuals vs Budget 2025 (attached)
- Overview of operations conducted during the preceding year
- Planned future operations

2025 Board of Directors
Jason Garcia, President
Peggy Seskey, Vice President
Allen Shanley, 2nd VP
Rosy Rubio, Treasurer
Kerri Hendrix, Secretary
Kim Wood, Director
Rodney Austin, Director
Eric Neria, Director
Cisco Brink, Director
Juliana Halvorson, Ex-Officio
Kim Perry, Ex-Officio

Primary Government partner that executes the biannual MOU with NMMS
2024 City of Roswell - $75,000. During 2024 was there a change in funding from your local government? Yes, there was an increase of from **$45,000 to $75,000**.

MainStreet Roswell completed its annual review conducted by NM MainStreet in October of 2024, at which *time* ***MainStreet Roswell was designated as a MainStreet America Accredited program.***

2024 New Mexico MainStreet Annual Service Delivery Report (attached). As a fully accredited program MainStreet Roswell is able to access technical services through NMMS and includes: Monthly Roundtable discussions, Annual review, Leadership meetings, online presence and marketing, quarterly and annual conferences and access to technical assistance through NMMS specialists. **The value of the services provided to MSR and the district in 2024 is: $23,203**

Financial Funding, Grants and Projects 2024

- MSR continues working with the City of Roswell on the elements of the 2016 Wayfinding gateway element within the Main Street district. MSR will continue to work with the CoR on agreements and securing more funding to complete the first gateway on North Main.
- Chaves County Cultural Plaza is in its final stages of completion after securing location, funding and a contractor to build the plaza. MainStreet Roswell in collaboration with Chaves County completed the 2nd Destination Forward Grant in the amount of $500,000 with award date being June 2025. Chaves County and MainStreet Roswell will hold a groundbreaking ceremony on June 5, 2025 at 10am.
- In July 2024, MSR was the lead coordinator of the collaborative UFO Festival along with community partners and the City of Roswell. CoR provided MSR with $60,000 Sponsorship and $100,000 in Lodgers Tax. In July 2025, MSR is once again the lead for the UFO Festival along with community partners and the City of Roswell. CoR provided MSR with $50,000 Sponsorship and $20,000 in Lodgers Tax.

Future Plans 2025:

- MSR will continue working with the City of Roswell on the 2016 Wayfinding Plan with review of agreement and responsibilities. MSR will look into possible grants to complete other elements of the Wayfinding plan.
- Collaborative meetings with ProRoswell and other entities to discuss future plans within the district to include: the Railroad district and vacant buildings such at the Hinkle building on Main & 3rd Street.
- MSR will continue to research ideas to provide better quality of life in the district by adding a street sound system to provide music to district during events such as the Holiday event and UFO event.

- MSR will work to create a matching Regranting program to provide opportunities to merchants in the district to upgrade their exterior and interior businesses. The funding for the program could be secured through NMMS
- Rebranding of the MSR district program has been started with completion by end of 2025. District surveys were sent out to Stakeholder, community partners and government partners. Focus groups will be formed to review data and determine the direction of moving forward to include; logo design, review of mission and vision and to assure direction of organization is in overall alignment.

Business Development 2024-2025

New Businesses within the district

Name of Business	Address	#Jobs added
Launch Literacy	127 W. 4th St	2
Holy Waters	105 N. Main St	2
Freedom & Grace	323 N. Main St	2
Space Toy Museum	311 N. Main St.	2
Total	4	

Private building interior & exterior improvements and rehabilitations

Name of Business	Address	Amount of Private investment
Stellar Coffee	315 N. Main Street	$29,800
Stellar Coffee	315 N. Main Street	$11,000
Launch Literacy	127 W. 4th Street	$17,000
Bricktown Alien Attack	201 N. Main Street	$6,000
Holy Waters	105 N. Main Street	$2,000
Alien Escape Room	125 N. Main Street	$20,000
Roswell ReSale Emporium	314 N. Richardson	$1,500
Bricktown Alien Attack	201 N. Main Street	$65,000
Space Toy Museum	311 N. Main Street	$10,000
Stellar Coffee	315 N. Main Street	$19,000

Bricktown Alien Attack	201 N. Main Street	$10,000
Tiny Trends	116 S. Main Street	$300

STAKEHOLDER MEETINGS: 9 monthly stakeholder meeting were held during this fiscal year, July 2024 – March 2025. Meetings were held in person and via FB live. District updates were given, upcoming events along with concerns and Q&A time.

VOLUNTEER HOURS: Approximately 1,966 volunteer hours were reported during 2024 July – March 2025. volunteers consisted of MSR board members, community volunteers and civic organizations. Volunteer hours are estimated a value of $28.69 x 1966 = $38,877.27

Respectfully submitted,

B Gomez

Barbara Gomez, Executive Director
MainStreet Roswell

Mainstreet Roswell
Budget vs. Actuals: Budget_FY25_P&L - FY25 P&L
January - April, 2025

	Total		
	Actual	Budget	Remaining
Revenue			
42000 Spring Fund Raiser	0.00	0.00	0.00
42105 Spring Fund Raiser Donation	125.00	0.00	-125.00
Total 42000 Spring Fund Raiser	$ 125.00	$ 0.00	-$ 125.00
42101 Fundrasing Events	0.00	0.00	0.00
42103 Fund raising proceeds	0.00	1,666.68	1,666.68
Total 42101 Fundrasing Events	$ 0.00	$ 1,666.68	$ 1,666.68
43400 Direct Public Support	0.00	0.00	0.00
43410 PSA with City	18,750.00	25,000.00	6,250.00
Total 43400 Direct Public Support	$ 18,750.00	$ 25,000.00	$ 6,250.00
45000 Investments	0.00	0.00	0.00
45030 Interest-Savings, Short-term CD	27.66	33.32	5.66
Total 45000 Investments	$ 27.66	$ 33.32	$ 5.66
46300 ChileCheese	0.00	0.00	0.00
46301 Chile Cheese Vendor Fee	0.00	300.00	300.00
46302 Chile Cheese Sponsorship	0.00	666.68	666.68
Total 46300 ChileCheese	$ 0.00	$ 966.68	$ 966.68
46500 UFO/Alien Fest	0.00	0.00	0.00
46501 UFO Alien Fest Vendors	13,650.00	10,000.00	-3,650.00
46502 UFO/Alien Fest Sponsorship	50,000.00	5,000.00	-45,000.00
46505 UFO/Alien Fest Donations	0.00	166.68	166.68
46508 Lodgers Tax Reimbursement	0.00	6,666.68	6,666.68
46512 UFO/Alienfest In Kind donation	0.00	66.68	66.68
56504 City of Roswell Reimb. Gen. Fun	0.00	16,666.68	16,666.68
Total 46500 UFO/Alien Fest	$ 63,650.00	$ 38,566.72	-$ 25,083.28
46600 Holiday Events & Other Events	0.00	0.00	0.00
46601 Holiday Lights Donations	1,000.00	5,000.00	4,000.00
46604 Holiday Events Vendors	0.00	400.00	400.00
46605 Holiday Events Sponsor	1,000.00	500.00	-500.00
Total 46600 Holiday Events & Other Events	$ 2,000.00	$ 5,900.00	$ 3,900.00
47500 Farmers Market Income	0.00	0.00	0.00
47501 Farmers Market Income	0.00	1,733.32	1,733.32
Total 47500 Farmers Market Income	$ 0.00	$ 1,733.32	$ 1,733.32
48000 Misc. Income	0.00	0.00	0.00
48001 Donations	0.00	166.68	166.68
48002 RDR Ads	0.00	25.00	25.00
Total 48000 Misc. Income	$ 0.00	$ 191.68	$ 191.68
Total Revenue	$ 84,552.66	$ 74,058.40	-$ 10,494.26
Gross Profit	$ 84,552.66	$ 74,058.40	-$ 10,494.26
Expenditures			

62100 Contract Services	0.00	0.00	0.00
62110 Accounting Fees	0.00	1,066.68	1,066.68
Total 62100 Contract Services	**$ 0.00**	**$ 1,066.68**	**$ 1,066.68**
65000 Operations	0.00	0.00	0.00
65017 Internet Expense	339.23	100.00	-239.23
65020 Postage, Mailing Service	528.00	133.32	-394.68
65035 Office Expenses	212.41	666.68	454.27
65040 Supplies	32.29	200.00	167.71
65045 Training	0.00	16.68	16.68
65048 Storage	280.00	373.32	93.32
65049 Computers, software, systems	7,435.84	2,500.00	-4,935.84
65050 Telephone, Telecommunications	343.09	666.68	323.59
65055 Web Hosting	378.98	233.32	-145.66
Total 65000 Operations	**$ 9,549.84**	**$ 4,890.00**	**-$ 4,659.84**
65008 Bank Fees	0.00	400.00	400.00
65012 Fees for Square Reader	94.91	16.68	-78.23
65060 UFO Festival/Alien Fest	0.00	0.00	0.00
65061 UFO/Alien Advertising	0.00	666.68	666.68
65062 UFO/Alien Fest Entertainment	0.00	16,666.68	16,666.68
65064 UFO/Alien Fest Meals/Lodging	0.00	1,000.00	1,000.00
65066 UFO/Alien Fest Supplies	0.00	1,666.68	1,666.68
65067 UFO/Alien Fest Security	0.00	6,000.00	6,000.00
65068 UFO/Alien Fest Merchandise	0.00	3,000.00	3,000.00
65069 UFO/Alien Fest Contest Prizes	0.00	800.00	800.00
Total 65060 UFO Festival/Alien Fest	**$ 0.00**	**$ 29,800.04**	**$ 29,800.04**
65070 Chile Chesse Festival	0.00	0.00	0.00
65072 Chile Cheese Entertainment	0.00	166.68	166.68
65073 Chile Cheese Rentals	0.00	116.68	116.68
65074 Chile Cheese Supplies	0.00	266.68	266.68
Total 65070 Chile Chesse Festival	**$ 0.00**	**$ 550.04**	**$ 550.04**
65080 Farmers Market	0.00	0.00	0.00
65082 Farmers Market Rentals	0.00	166.68	166.68
65083 Farmers Market Supplies	0.00	166.68	166.68
65084 Farmers Market other expenses	35.00	16.68	-18.32
Total 65080 Farmers Market	**$ 35.00**	**$ 350.04**	**$ 315.04**
65090 Other Events	0.00	0.00	0.00
65091 Other Events Advertising	-100.00	0.00	100.00
Total 65090 Other Events	**-$ 100.00**	**$ 0.00**	**$ 100.00**
65100 Other Types of Expenses	0.00	0.00	0.00
65120 Insurance - Liability, D and O	1,535.00	1,500.00	-35.00
65160 Other Costs	0.00	33.32	33.32
65180 Gross Receipts Tax	748.12	250.00	-498.12
Total 65100 Other Types of Expenses	**$ 2,283.12**	**$ 1,783.32**	**-$ 499.80**
65500 City Spon. Expense UFO/Alienfes	0.00	0.00	0.00
65504 Meals and Lodging	478.44	166.68	-311.76
Total 65500 City Spon. Expense UFO/Alienfes	**$ 478.44**	**$ 166.68**	**-$ 311.76**
66000 Salary Expenses	0.00	0.00	0.00

66010 Payroll Taxes	2,035.72	1,500.00	-535.72
66015 Workmans Comp	0.00	6.68	6.68
66020 Unemployment Insurance	0.00	35.00	35.00
66050 Director's Salary	9,821.91	19,383.32	9,561.41
Total 66000 Salary Expenses	**$ 11,857.63**	**$ 20,925.00**	**$ 9,067.37**
66100 Holiday Events	0.00	0.00	0.00
66101 Holiday Lights Supplies	0.00	366.68	366.68
66102 Holiday Lights Inst. and Remova	0.00	7,333.32	7,333.32
66104 Holiday Lights Advertising	215.79	100.00	-115.79
66107 Holiday Entertainment Expensse	0.00	733.32	733.32
66108 Holiday Events Prizes	0.00	416.68	416.68
66109 PayPal Fees Holiday Events	0.00	25.00	25.00
66111 Security	0.00	200.00	200.00
Holiday Street Closures	1,006.00	500.00	-506.00
Total 66100 Holiday Events	**$ 1,221.79**	**$ 9,675.00**	**$ 8,453.21**
66125 Contests	0.00	0.00	0.00
66126 Parade Contest Winners	216.71	83.32	-133.39
Total 66125 Contests	**$ 216.71**	**$ 83.32**	**-$ 133.39**
66200 Caps to Benches Expenses	0.00	0.00	0.00
66201 Bench Purchase	-350.00	0.00	350.00
Total 66200 Caps to Benches Expenses	**-$ 350.00**	**$ 0.00**	**$ 350.00**
68300 Travel and Meetings	0.00	0.00	0.00
68310 Conference, Convention, Meeting	77.58	33.32	-44.26
68320 Travel and Meals	92.79	233.32	140.53
Total 68300 Travel and Meetings	**$ 170.37**	**$ 266.64**	**$ 96.27**
Payroll Expenses	0.00	0.00	0.00
Taxes	1,134.78	333.32	-801.46
Wages	9,441.68	3,333.32	-6,108.36
Total Payroll Expenses	**$ 10,576.46**	**$ 3,666.64**	**-$ 6,909.82**
Uncategorized Expense	0.00	133.32	133.32
Total Expenditures	**$ 36,034.27**	**$ 73,773.40**	**$ 37,739.13**
Net Operating Revenue	**$ 48,518.39**	**$ 285.00**	**-$ 48,233.39**
Net Revenue	**$ 48,518.39**	**$ 285.00**	**-$ 48,233.39**

2024 Annual Service Delivery Report
Main Street America Accredited Program: **MainStreet Roswell**

MainStreet Roswell
PO Box 1328 | Roswell, NM 88202
575-420-5718 | www.mainstreetroswell.org

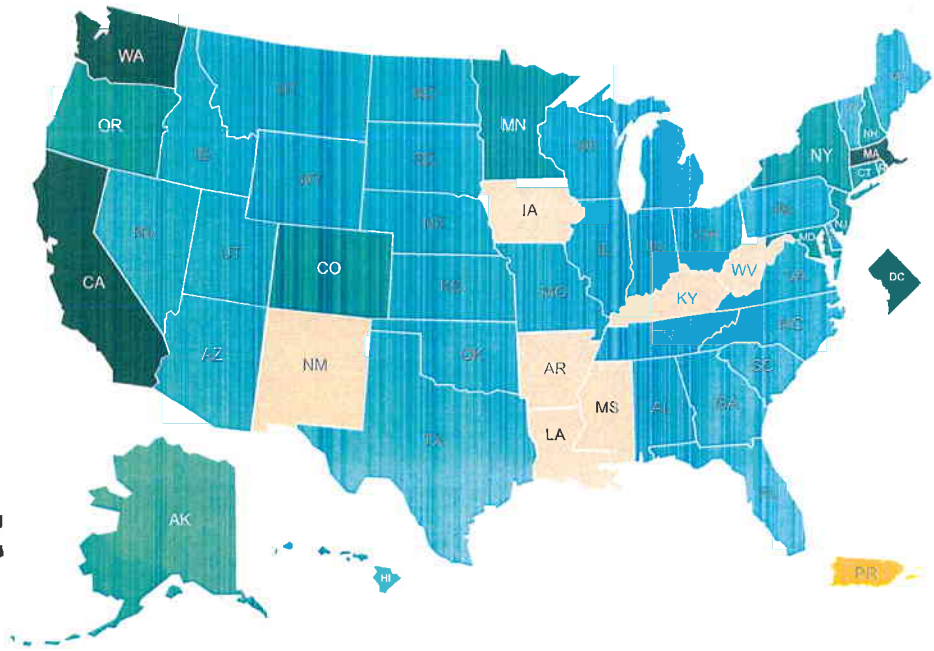
Technical Assistance Services Requested of New Mexico MainStreet		Total Cost
Design:	Project Development Assessment	$68
Organization:	Organization Workplan/ETS/Annual Meeting, Board & Staff development	$3,263
Promotion:	Rebranding Project	$1,400

New Mexico MainStreet Network Services Per Community	
Monthly Round Tables: Preparation & Distribution of MainStreet/Arts & Cultural District-related Content, Resources, Webinars and Technical Assistance	$1,200
Local Organization Annual Program Review, Meeting & Report	$1,350
MainStreet Quarterly Reinvestment Statistical Data Collection, Analysis and Reporting	$1,600
NMMS Leadership Network Meetings (2)	$9,871
NMMS Online Presence & Marketing (State Website · Off the Road Website · Choose MainStreet · Facebook · YouTube · Instagram · Twitter · Flickr)	$3,250
NMMS Annual Report, E-newsletters, Awards Program & Other Brochures	$850
National Main Street Center Network "Main Street America" Membership Fees	$350
Total New Mexico MainStreet Services Utilized in 2024	**$23,203**

PAID
NMMS/EDD

INDEPENDENT SECTOR

2025 Value of Volunteer Time Report



2024 Value of Volunteer Time

>$40 | $35 - $39 | $30 - $34 | $25 - $29 | $25>

	2024	2023	2022	2021
US Total	**$34.79**	**$33.49**	**$31.80**	**$29.95**
Alabama	$30.59	$29.82	$28.38	$26.89
Alaska	$37.13	$35.51	$33.60	$31.34
Arizona	$33.70	$32.07	$30.13	$28.00
Arkansas	$29.09	$27.74	$25.66	$23.79
California	$40.14	$38.61	$37.32	$35.56
Colorado	$38.74	$36.36	$34.36	$31.51
Connecticut	$38.43	$36.44	$34.56	$33.35
Delaware	$32.21	$31.16	$29.56	$28.47
District of Columbia	$52.06	$50.88	$50.00	$50.48
Florida	$33.00	$31.61	$29.41	$27.68
Georgia	$32.63	$31.24	$29.67	$27.66
Hawaii	$37.43	$35.50	$33.48	$32.10
Idaho	$32.48	$30.12	$27.79	$26.11
Illinois	$34.29	$33.76	$32.68	$30.97
Indiana	$31.05	$30.16	$28.84	$26.76
Iowa	$29.96	$28.88	$28.09	$26.40
Kansas	$30.86	$29.69	$28.50	$26.87
Kentucky	$29.47	$28.53	$26.85	$24.83
Louisiana	$29.14	$28.70	$27.39	$26.33
Maine	$32.13	$30.55	$28.89	$26.77
Maryland	$35.53	$34.99	$34.12	$32.82
Massachusetts	$42.00	$40.97	$39.19	$36.38
Michigan	$32.87	$31.59	$30.15	$28.35
Minnesota	$38.16	$36.31	$34.47	$32.33
Mississippi	$27.01	$25.42	$23.90	$22.57
Missouri	$32.07	$31.16	$28.66	$27.21

	2024	2023	2022	2021
Montana	$32.15	$30.84	$27.87	$26.48
Nebraska	$31.96	$31.07	$29.50	$27.44
Nevada	$30.86	$29.76	$28.50	$26.18
New Hampshire	$35.76	$34.64	$32.54	$30.75
New Jersey	$36.97	$35.50	$33.82	$32.39
New Mexico	$28.69	$27.38	$26.95	$24.32
New York	$38.48	$37.29	$35.71	$34.59
North Carolina	$33.01	$31.64	$29.86	$27.63
North Dakota	$34.40	$33.34	$30.69	$27.95
Ohio	$32.42	$31.18	$29.17	$27.07
Oklahoma	$30.63	$29.31	$26.88s	$24.96
Oregon	$36.44	$34.74	$32.37	$29.75
Pennsylvania	$32.28	$31.30	$29.78	$27.98
Rhode Island	$36.34	$35.02	$31.96	$29.17
South Carolina	$31.16	$29.95	$28.11	$26.59
South Dakota	$31.19	$29.32	$27.25	$25.52
Tennessee	$30.55	$29.93	$28.12	$26.02
Texas	$33.59	$31.94	$29.86	$28.14
Utah	$34.45	$33.46	$31.46	$29.14
Vermont	$34.39	$32.73	$30.04	$28.14
Virginia	$34.42	$33.38	$32.59	$30.80
Washington	$41.70	$40.28	$37.63	$34.87
West Virginia	$29.13	$28.17	$26.67	$25.07
Wisconsin	$34.00	$31.86	$29.97	$27.87
Wyoming	$31.69	$30.06	$28.49	$27.13
Puerto Rico	$17.32	$15.82	$14.87	$14.11

To learn about the methodology, please visit: https://independentsector.org/research/value-of-volunteer-time-methodology/

Regular City Council Meeting 22.
Meeting Date: 06/12/2025
COMMITTEE: N/A
CONTACT: Hessel Yntema **CHAIR:** Mayor Pro Tem

ACTION REQUESTED:
Employee Out-of-state Travel

BACKGROUND:
Initiated by: City Clerk's Office

Per Resolution 24-55: All out-of-state travel shall be communicated to the City Council before travel. Below is a list of employees traveling out of state by department. Memos for each department are attached.

FINANCIAL CONSIDERATION
N/A

LEGAL REVIEW:
N/A

BOARD AND COMMITTEE ACTION:
N/A

STAFF RECOMMENDATION:
Informational Only

Attachments

RPD Out of State Travel
Fire - Out of State Travel
IT Department - Out of State Travel

Roswell Police Department

CHIEF LANCE BATEMAN

MEMORANDUM

To: City Council Members
From: Deputy Chief Alberto Aldana
Date: May 27th, 2025
Subject: Notification of Out-of-State Training for Department Personnel

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Dear Council Members,

The following personnel are scheduled for out-of-state training.

1. **Randy Rodriquez, Anna Romero, Cristal Gonzales, Nicolas Berumen**
   - **Rank/Position:** SRO Sergeant and SRO Officers
   - **Training Program:** National Association of School Resource Officers Conference
   - **Location:** Grapevine, Texas
   - **Dates:** July 5th 2025 – July 11th 2025
   - **Purpose/Objective:** To make sure our SROs are up to date with all School Training
2. **Randy Rodriquez, Anna Romero, Cristal Gonzales, Nicolas Berumen**
   - **Rank/Position:** SRO Sergeant and SRO Officers
   - **Training Program:** Atkins Middle School Full Scale Emergency Exercise
   - **Location:** Lubbock, Texas
   - **Dates:** June 3rd
   - **Purpose/Objective:** To have our SROs participate in a Full-Scale Emergency Exercise and be able to bring back notes to host one here.
3. Joel Juarez and Erik Castillo
   - **Rank/Position:** Swat Team Members
   - **Training Program:** Basic Sniper Course
   - **Location:** Chino Valley, Arizona
   - **Dates:** July 19th Through July 23rd
   - **Purpose/Objective:** Needed to be assigned to the sniper positions for SWAT

This memo is intended for informational purposes. Should you require any additional information, please do not hesitate to contact me.

Sincerely,

Deputy Chief Alberto Aldana

MEMORANDUM
City of Roswell

To: CITY COUNCIL MEMBERS

From: Steve Chavez, Fire Chief

Date: May 30, 2025

Subject: Out-of-State Travel for Fire Department

Employees: Daniel Fuller

Dates & Location:

- July 28, 2025- August 8, 2025- National Fire Academy Executive Fire Officer program, Emmitsburg, MD
- October 19-25- TEEX Fire Service Chief Executive Officer- College Station, TX

MEMORANDUM
City of Roswell

To: CITY COUNCIL MEMBERS

From: Jeff Bechtel, IT Director

Date: May 23, 2025

Subject: Out-of-State travel for IT Department

Employees: Jeff Bechtel and Mike McClain

Dates: June 2 – 6, 2025

Location: Lincoln, Nebraska

Purpose: Training on the new MindShare radio/computer interface for dispatch.

Regular City Council Meeting 23.
Meeting Date: 06/12/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Ordinance 25-03: Hold a public hearing on proposed Ordinance 25-03: An Ordinance for the sale of Real Property and approval for the City of Roswell to enter into a Purchase and Sale Contract with Amazon.com Services LLC. (Heldenbrand/Verciglio)

BACKGROUND:
Initiated by: Todd Verciglio

The property is located at the corner of South Sunset Avenue and Monksdale Road, Roswell, Chaves County, New Mexico.

FINANCIAL CONSIDERATION
The total purchase price of the property shall be $60,240.00. This property was independently appraised at $60,240.00 for 7.53 Acres.

LEGAL REVIEW:
The City Attorney has reviewed the Purchase and Sale Contract from Amazon.com Services LLC., and this item has been submitted to the Legal Committee for review.

BOARD AND COMMITTEE ACTION:
The Legal Committee recommended approval 3-0 at its meeting on April 24, 2025. City Council approved to advertise to hold a public hearing at the May 8th meeting, 10-0.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Communication Letter 7.53 acres S Sunset and Monksdale Rd.
Signed Purchase and Sale Contract- Amazon.com
Appraisal Sunset & Monksdale Land
Ordinance 25-03 Purchase and Sale of Real Property - Amazon

ROSWELL
New Mexico

City of Roswell
Office of the Mayor

4-15-2025

COMMUNICATION

To: Legal Committee, Full City Council
From: Timothy Z. Jennings, MAYOR
Chad Cole, City Manager
RE: Sale of 7.53 acres of land located at South Sunset Avenue and Monksdale Road

Esteemed Members of the City Council,

This communication is sent to your pursuant to Ordinance 24-03. The Mayor and City Manager determined and concur that the land subject to sale under proposed Ordinance 25-XX, regarding 7.53 acres located at South Sunset Avenue and Monksdale Road, has no existing or future municipal purpose. We believe that sale of such land is in the interest of the City financially and economically, and will lead to better use than the currently vacant plot. Please feel free to contact either of us with any questions.

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

Docusign Envelope ID: EA891436-F062-47D1-BBBE-AF9F9C4A2C02

CONFIDENTIAL
WNM6

PURCHASE AND SALE CONTRACT ("Contract")
(NEC of South Sunset Avenue & Monksdale Road, Roswell, Chaves County, New Mexico)

This Contract is entered into by the **CITY OF ROSWELL, a New Mexico municipal corporation** ("**Seller**"), and **AMAZON.COM SERVICES LLC, a Delaware limited liability company** ("**Purchaser**").

IN CONSIDERATION of the promises and mutual covenants herein set forth, Seller and Purchaser agree to the purchase and sale of the Property (defined below), in accordance with the following terms and conditions:

1. Property. The property will be comprised of the following (the "**Property**"): Land totaling **approximately 7.53 acres** located at **South Sunset Avenue and Monksdale Road, Roswell, Chaves County, New Mexico** (the "**Land**"), as approximately shown on **Exhibit A**; all right, title and interest of Seller, if any, in and to any and all appurtenances, strips or gores, roads, easements, streets, alleys, drainage facilities and rights-of-way bounding the Land; all utility capacity, utilities, water rights, licenses, permits, entitlements, and bonds, if any, and all other rights and benefits attributable to the Land; and all rights of ingress and egress thereto (collectively, the "**Additional Interests**").

As of the Effective Date, the Land is part of the tax parcel legally described in **Exhibit A-1** (the "**Parent Parcel**"). Following the Effective Date, Purchaser will, at Purchaser's expense, prepare a tentative map (the "**Plat Map**") to subdivide the Parent Parcel to create a separate legal description for the Land (the "**Subdivision**").

2. Purchase Price. The purchase price for the Property will be $60,240.00 (the "**Purchase Price**"), subject to any prorations set forth in Section 12 below. The Purchase Price will be payable to Seller in cash or by wire transfer of good funds to Title Company for payment to Seller at Closing (defined below).

3. Earnest Money; Independent Consideration.

(a) Earnest Money. Within 10 days after the Effective Date, Purchaser will deposit with Chicago Title Insurance Company, Attention: Darnella Ward, Email: Darnella.Ward@ctt.com ("**Title Company**"), the sum of **$10,000.00** as earnest money hereunder (the "**Earnest Money**"). The Earnest Money will be deposited by Title Company and held in an interest-bearing account until Closing, with the interest credited to Purchaser as part of the Earnest Money. The entire Earnest Money will be applied towards the Purchase Price at Closing, or will be otherwise held and disbursed as herein provided.

(b) Independent Consideration. As independent consideration for the rights granted to Purchaser, Purchaser has paid to Seller the sum of $100.00 as part of the Earnest Money, the receipt and sufficiency of which are hereby acknowledged (the "**Independent Consideration**"). The Independent Consideration is non-refundable and will be applied against the Purchase Price at Closing.

4. Due Diligence Documents. The following documents will be delivered to Purchaser:

(a) Title Commitment. During or prior to the Inspection Period, Purchaser will, at Purchaser's expense, order a current commitment from Title Company (the "**Title Commitment**") committing the Title Company to issue an ALTA owner's policy of title insurance with extended coverage in the full amount of the Purchase Price (the "**Title Policy**"). The Title Policy shall insure good and marketable fee simple title to the Property in Purchaser, in the amount of the Purchase Price, subject only to the Permitted Exceptions (defined below).

(b) Survey. Within 5 business days after the Effective Date, Seller will deliver to Purchaser a true, complete and correct copy of Seller's most recent survey of the Property, if any (the "**Existing Survey**"). Purchaser may, at Purchaser's option and expense, commission a new ALTA survey or updated Existing Survey conforming with ALTA standards (the "**Survey**"). The Survey will be certified to Seller, Purchaser and Title Company and will

show the total number of acres comprising the Land. For purposes of the property description to be included in the Deed (defined below), Title Policy (defined below) and other documents to be delivered pursuant to Sections 10 and 11, the field notes prepared by the surveyor on the Survey will control any conflicts or inconsistencies and will be incorporated upon completion and included as the property description in the Deed and the Title Policy.

(c) Documents. Within 5 business days after the Effective Date, Seller will deliver to Purchaser true, correct, and complete copies of all documents pertaining to the development, ownership and/or operation of the Property, including but not limited to, any leases, licenses or other agreements permitting any party to possess, occupy or enter into all or any portion of the Property; economic development incentives, subsidies or other public financing/assistance documents relating to the Property; agreements that specify the contractors, subcontractors, labor, or vendors that can perform work at the Property; and land use approvals, licenses, permits, and final certificates of occupancy relating to any buildings located on the Land; evidence of zoning for the Property (collectively, the "**Documents**").

(d) Review of Title, Survey, and Documents. Purchaser will have until 11:59 p.m., Pacific Time, on that date which is **150 days after the Effective Date** ("**Title Review Period**"), to review and approve the matters reflected in the Title Commitment and Survey. If Purchaser determines that the Title Commitment and Survey reflect or disclose any defect, exception, or other matter affecting the Property unacceptable to Purchaser in its sole and absolute discretion, then Purchaser will notify Seller of Purchaser's objections prior to the expiration of the Title Review Period ("**Objection Notice**"). If Seller fails to cure Purchaser's objections within 10 days after Seller's receipt of the Objection Notice (the "**Seller's Cure Period**"), Purchaser may, as its sole and exclusive remedy, terminate this Contract by providing written notice of termination to Seller within 10 business days after the expiration of Seller's Cure Period, whereupon this Contract will be terminated, Seller will retain the Independent Consideration, and the Earnest Money will be refunded to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than those obligations which expressly survive termination of this Contract. If Purchaser fails to terminate this Contract within that period, Purchaser will be deemed to have approved and waived any objection to the matters contained in the Title Commitment, Survey, and Documents. If Title Company issues a supplement or amendment to the Title Commitment showing additional title exceptions (each, an "**Amended Report**"), Purchaser will have 10 days from the date of receipt of each Amended Report and a copy of each document referred to in the Amended Report in which to give written notice (each, a "**Supplemental Title Notice**") to Seller of its objection to any additional matter affecting the Property that is unacceptable to Purchaser, in Purchaser's sole and absolute discretion, shown in such Amended Report. If Seller fails to cure Purchaser's objections within 10 days after Seller's receipt of the Supplemental Title Notice (each, a "**Seller's Supplemental Title Cure Period**"), Purchaser may elect, as its sole and exclusive remedy, to terminate this Contract by providing written notice of termination to Seller within 10 business days after the expiration of each Seller's Supplemental Title Cure Period, whereupon this Contract will be terminated, Seller will retain the Independent Consideration, and the Earnest Money will be refunded to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than those that expressly survive termination of the Contract. If Purchaser fails to terminate this Contract within such period, Purchaser will be deemed to have approved and waived any objection to the additional matters contained in such Amended Report. All matters shown under Schedule B – Section II of the Title Commitment, any Amended Report and by the Survey to which Purchaser has not objected or Purchaser has waived as provided herein will be considered to be "**Permitted Exceptions.**" Notwithstanding the foregoing, under no circumstances will Purchaser be required to object to any monetary liens created through Seller or other matters shown on Schedule "B – Section I" thereto which pertain to Seller, all of which will be released or satisfied by Seller at its expense prior to Closing.

5. Feasibility Contingency.

(a) The obligations of Purchaser under this Contract and consummation of Closing are, in Purchaser's sole and absolute discretion, subject to Purchaser performing due diligence, reviewing the Documents, completing an inspection of the Property, and determining, in Purchaser's sole and absolute discretion, that it is feasible for

Purchaser to own and operate the Property in a manner and upon terms and conditions satisfactory to Purchaser (collectively, "**Due Diligence Activities**"). Purchaser will have until 11:59 p.m., Pacific Time, on that date which is **180 days after the Effective Date** (as may be extended pursuant to Section 5(d) below, the "**Inspection Period**"), to perform such Due Diligence Activities as Purchaser may desire in its sole and absolute discretion, including, but not limited to, invasive testing, such as soil borings, installation of groundwater monitoring wells and collection of soil and groundwater samples in connection with a Phase II environmental assessment. During the Inspection Period, Purchaser may file applications with applicable governing authorities for approval to plat or replat the Property for its planned development, and to obtain development commitments, entitlements, permits and approvals, all as may be deemed necessary by Purchaser in connection with its contemplated use and development of the Property (collectively, all of the foregoing commitments, entitlements, permits, and approvals are the "**Approvals**"), and Seller agrees to cooperate with Purchaser and execute such documents reasonably required in connection with the Approvals. Such Approvals will not impose any burden or be binding upon the Property prior to Closing, nor impose any cost or liability on Seller, except to the extent consented to by Seller, which consent will not be unreasonably withheld.

(b) Prior to any entry upon the Property by Purchaser, or its contractor, agent, employee, consultant, or other third party at Purchaser's direction (each, a "**Purchaser Consultant**"), Purchaser and any Purchaser Consultant entering the Property shall maintain liability insurance coverage issued with combined single limits of not less than $2,000,000 per occurrence, which limit may be satisfied by any combination of primary and excess or umbrella policies, includes Seller as an additional insured on a primary and noncontributory basis, and, if requested by Seller in writing, will provide Seller with proof of such coverage. Seller acknowledges that Purchaser has furnished Seller with a Memorandum of Insurance evidencing the insurance required to be maintained under this Contract (at www.amazon.com/moi). The referenced Memorandum of Insurance reflects Purchaser's insured status. Any Purchaser Consultant that seeks to perform invasive testing or collect samples from the Property shall maintain pollution liability insurance with limits of not less than $2,000,000, and shall provide evidence that Seller is named as an additional insured on such policy prior to entering the Property.

(c) Purchaser and Purchaser Consultants may enter upon the Property at all reasonable times during the term of the Contract to conduct engineering, environmental and geotechnical studies or any other inspections or tests. Purchaser will indemnify and hold Seller harmless from and against any and all losses or costs incurred by Seller due to any injuries to persons or damage to the Land resulting from such studies, inspections, and/or tests, and if Purchaser fails to close its acquisition of the Property pursuant to this Contract, Purchaser will restore any material damage to the Land caused by Purchaser or Purchaser Consultants to a reasonable equivalent of its pre-inspection condition; provided, however, that Purchaser shall not be obligated to indemnify or hold Seller harmless from any losses or costs arising out of or relating to (i) acts or omissions of Seller, its agents, or representatives; (ii) Hazardous Materials (defined below) not first placed on the Property by Purchaser or Purchaser Consultants; or (iii) mere discovery of conditions, facts, or circumstances that adversely affect (or may adversely affect) the value of the Property. Purchaser's obligations under this Section shall survive termination of this Contract for a period of 12 months.

(d) Purchaser may extend the Inspection Period for up to **2 additional periods of 60 days each** by (i) delivering to Seller and Title Company written notice of Purchaser's election to extend the Inspection Period then in effect, prior to the expiration of the Inspection Period, and (ii) depositing with Title Company the sum of **$5,000.00** ("**Extension Fee**") within 10 days after the expiration of the Inspection Period then in effect. The Title Company shall hold the Extension Fee in an interest-bearing account until Closing. The Extension Fee (and interest on such Extension Fee) will constitute additional Earnest Money and will be applied against the Purchase Price at Closing, but will be non-refundable to Purchaser if Purchaser elects a discretionary termination of the Contract during the Inspection Period as provided in this Section.

(e) If Purchaser elects to proceed with Closing, then Purchaser will notify Seller and Title Company in writing (the "**Approval Notice**") prior to the expiration of the Inspection Period. Unless the Approval Notice is

previously delivered to Seller, upon the expiration of the Inspection Period, Title Company will promptly return the Earnest Money to Purchaser and, provided that Seller is not in default hereunder beyond applicable cure periods, will disburse any Extension Fee on deposit to Seller, and all obligations of the parties under this Contract will terminate, excepting those obligations that expressly survive termination. In addition, if Purchaser notifies Seller during the Inspection Period that it does not intend to proceed with the acquisition of the Property (for any reason or no reason in Purchaser's sole and absolute discretion), then Title Company will promptly return the Earnest Money to Purchaser and, provided that Seller is not in default hereunder beyond applicable cure periods, will disburse any Extension Fee on deposit to Seller, and all obligations of the parties under this Contract will terminate, except for those obligations that expressly survive termination of this Contract.

6. Representations, Warranties and Covenants of Seller. Seller hereby represents, warrants, and covenants to Purchaser as follows, which representations and warranties contained in this Section are made by Seller both as of the Effective Date and as of the Closing Date, and will survive Closing for a period of twelve (12) months thereafter:

(a) Formation; Existence. Seller is a municipal corporation duly formed, validly existing, and in good standing under the laws of the State of New Mexico, and is qualified to do business in the jurisdiction where the Property is located, to the extent as may be required by applicable law.

(b) [Reserved.]

(c) No Assignment or Encumbrance. Seller further covenants and agrees with Purchaser that, from the Effective Date until Closing, Seller will not sell, assign, or convey any right, title, or interest whatsoever in or to the Property, or create or permit to exist any lien, security interest, easement, encumbrance, charge, or condition affecting the Property (other than the Permitted Exceptions) without promptly discharging the same prior to Closing.

(d) No Actions. There are no actions, suits, or proceedings pending or, to the best of Seller's Knowledge, threatened against Seller or otherwise affecting any portion of the Property, at law or in equity, or before or by any federal, state, municipal, or other governmental court, department, commission, board, bureau, agency, or instrumentality, domestic or foreign. Until the Closing Date or sooner termination of this Contract, Seller will not seek any zoning changes for the Property without the prior approval of Purchaser.

(e) Authority. The execution by Seller of this Contract and the consummation by Seller of the sale contemplated hereby have been duly authorized, and do not, and, at the Closing Date, will not, result in a breach of any of the terms or conditions of, or constitute a default under any indenture, agreement, instrument, or obligation to which Seller is a party or by which any portion of the Property is bound. No consent of any lender or any other party is required for Seller to enter into this Contract, subject to final approval of the governing body pursuant to 3-54-1 NMSA 1978.

(f) Continued Maintenance. From the Effective Date through the Closing Date, Seller will: (i) continue to maintain the Property in its present condition, (ii) not make any alterations or improvements to the Property or on the Land, nor demolish any of the Property and (iii) maintain its existing insurance policies for the Property.

(g) Leases. From the Effective Date through the Closing Date, Seller will not enter into any lease, occupancy agreement, license, or other agreements or rights with respect to the use or occupancy of any portion of the Property without Purchaser's prior written consent, and no leases, occupancy agreements, licenses, or rights of parties in possession affect the Property as of the Effective Date and none will affect the Property at Closing.

(h) No Agreements. From the Effective Date through the Closing Date, Seller will not enter into or amend any oral or written agreements affecting the Property which might become binding on Purchaser or the Property at or after Closing without Purchaser's written consent.

(i) Compliance with Laws. The Property is not the subject of any outstanding order or notice concerning violation of zoning, subdivision, building or similar law, ordinance, code, regulation or governmental permit and Seller has cured any such order or notice of violation which Seller has received.

(j) Environmental.

(1) "**Environmental Requirements**" means any and all existing or future federal, state, regional, local ordinances, codes, rules, regulations, common law, or other requirements of any governmental entities or legislative authorities relating to the protection of human health or the environment or natural resources or exposure to Hazardous Materials, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*; the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*; the federal Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the federal Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11001 *et seq.*; the federal Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq.*; the federal Oil Pollution Act, 33 U.S.C. § 2701 *et seq.*; the federal Insecticide, Fungicide, and Rodenticide Act, Federal Pesticide Act, 7 U.S.C. § 136 *et seq.*; the Federal Endangered Species Act, 16 U.S.C. § 1531, *et seq.*; the federal Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Federal Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; and the Occupational Safety and Health Act 29 U.S.C. § 651 *et seq.*; all state and local counterparts thereto; and any regulations, policies, permits, or approvals promulgated or issued thereunder, as these laws, rules and regulations were in the past or are currently in effect at the relevant time period. "**Hazardous Materials**" means any hazardous or toxic substance, material, waste, pollutant, or contaminant, whether in solid, semisolid, liquid or gaseous form, including without limitation, asbestos, polychlorinated biphenyls, petroleum, petroleum distillate, petroleum by-products, lead-based paint, microbial growth, mycotoxin, fungus, and any material or substance listed or defined as "hazardous substance," "hazardous waste," "hazardous material," "toxic waste," or "toxic substance" under any Environmental Requirements.

(2) During the period that Seller has owned the Property, there is not now nor has there been any storage, production, transportation, disposal, recycling, treatment, or release of any Hazardous Materials on or in the Property. Seller has complied with all Environmental Requirements. To the best of Seller's Knowledge, and except as disclosed in the Documents, there are no wells, sumps, clarifiers, underground storage tanks, covered surface impoundments, or other sources of Hazardous Materials or contaminants on the Property, or previously located on the Property and subsequently removed.

(3) To the best of Seller's Knowledge, prior to Seller's acquisition of the Property there was no storage, production, transportation, disposal, treatment or release of any Hazardous Materials on or in the Property.

Seller is not the subject of any outstanding order with or from any governmental authority respecting (i) Environmental Requirements, (ii) Remedial Action, or (iii) any release or threatened release of a Hazardous Material. "**Remedial Action**" means all actions undertaken pursuant to or in accordance with Environmental Requirements to (w) clean up, remove, remediate, treat or in any other way address any Hazardous Material, (x) prevent the release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (y) perform pre-remedial studies and investigations or post-remedial monitoring and care, and (z) respond to or correct a condition of noncompliance with Environmental Requirements.

(4) Seller has provided to Purchaser all audits, assessments, studies, reports, analyses, results of investigations, or other information related to health, safety, or the environment with respect to the Property that have been performed during Seller's ownership of the Property, or which relate to periods prior to Seller's ownership of the Property and have been provided to Seller.

(k) Condemnation. There is no pending, nor to Seller's Knowledge threatened, condemnation or similar proceedings affecting the Property.

(l) OFAC Compliance. Seller has not been and will not be a person or entity described by Sec. 1 of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (Sept. 24, 2001) and has not been and will not be a person or entity with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or executive order of the President of the United States, and to its knowledge, has not and will not engage in any dealings or transactions, at any time otherwise associate, with any such persons or entities.

(m) Bankruptcy. There is no bankruptcy, insolvency, rearrangement or similar action or proceeding, whether voluntary or involuntary, pending or, to Seller knowledge, threatened against Seller.

As used herein, the term "**Seller's Knowledge**" or any variation thereof shall mean the knowledge of **Jessica Vickers** ("**Seller's Knowledge Party**"). Seller represents and warrants to Purchaser that Seller's Knowledge Party is the individual owning an interest in the Property or employed by Seller who has the most knowledge and information concerning the Property.

7. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as follows, which representations and warranties contained in this Section are made by Purchaser both as of the Effective Date and as of the Closing Date, and will survive Closing for a period of twelve (12) months after the Closing Date:

(a) Formation; Existence. Purchaser is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Delaware, and is qualified to do business in the jurisdiction where the Property is located, to the extent as may be required by applicable law.

(b) Authority. The execution by Purchaser of this Contract and the consummation by Purchaser of the purchase contemplated hereby have been duly authorized, and do not, and, at the Closing Date, will not, result in a breach of any of the terms or conditions of, or constitute a default under any indenture, agreement, instrument, or obligation to which Purchaser is a party. No consent of any other party is required for Purchaser to enter into this Contract.

(c) Untrue Statement. None of the representations, warranties, or covenants made by Purchaser under this Contract contains any untrue statements of material fact or omits a material fact necessary in order to make the statements not misleading.

8. Closing Conditions.

(a) Purchaser's Closing Conditions. The Closing and Purchaser's obligations with respect to the transaction provided for in this Contract are subject to the satisfaction or waiver by Purchaser of the following conditions (collectively, the "**Purchaser Closing Conditions**"):

(1) Representations and Warranties. All representations and warranties of Seller contained herein will be true, accurate, and complete in all material respects at the time of Closing as if made again at such time.

(2) Seller Obligations. Seller will have performed all obligations to be performed by Seller hereunder on or before Closing (or, if earlier, on or before the date set forth in this Contract for such performance) and complied with all Seller's covenants set forth in this Contract.

(3) Condition of Property. At Closing, title to the Property will be free and clear of all liens, encumbrances, covenants, restrictions, rights-of-way, easements, leases, and other matters affecting title, except for the Permitted Exceptions and Title Company will deliver the Title Policy, or Title Company's irrevocable commitment to issue the Title Policy, to Purchaser. At Closing, there shall have been no material, adverse changes in the environmental condition of the Property.

(4) Suits or Proceedings. No action, suit, or proceeding will be pending or threatened before any court, administrative agency, or arbitrator wherein an unfavorable injunction, order, decree, ruling, or charge would: (i) prevent consummation of this Contract; (ii) cause this Contract to be rescinded following consummation; or (iii) adversely affect the right of Purchaser after the Closing Date to own, quietly enjoy, use and control the Property.

(5) Subdivision. Purchaser shall have obtained all necessary approvals for the Subdivision so as to allow Seller to convey the Property to Purchaser as a separate legal lot.

(b) Failure of Purchaser Closing Condition. If any of the above Purchaser Closing Conditions cannot be met prior to Closing, then Purchaser may terminate this Contract by written notice to Seller, whereupon this Contract will be terminated, Seller will retain the Independent Consideration, and Title Company will refund the Earnest Money and any Extension Fee to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations hereunder other than those which survive termination of this Contract as expressly set forth herein. Notwithstanding the foregoing, if any of the Purchaser Closing Conditions cannot be met to Purchaser's satisfaction prior to Closing due to Seller's breach of its obligations or covenants set forth in this Contract, Purchaser shall have the rights and remedies set forth in Section 16(a) below.

(c) Seller's Closing Conditions. Seller's sale of the Property is subject to satisfaction of the following conditions prior to Closing (collectively, the "**Seller Closing Conditions**"):

(i) Representations and Warranties. All representations and warranties of Purchaser contained herein will be true, accurate, and complete in all material respects at the time of Closing as if made again at such time.

(ii) Purchaser Obligations. Purchaser will have performed all obligations to be performed by Purchaser hereunder on or before Closing (or, if earlier, on or before the date set forth in this Contract for such performance).

(d) Failure of Seller Closing Condition. If any of the above Seller Closing Conditions cannot be met prior to Closing, then Seller may terminate this Contract by written notice to Purchaser, whereupon this Contract will be terminated, Seller will retain the Independent Consideration, and Title Company will, provided that Seller is not in default hereunder beyond applicable cure periods, release the Earnest Money and any Extension Fee on deposit to Seller, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations hereunder other than Purchaser's indemnity of Seller as provided in Section 5.

9. Closing. The closing ("**Closing**") will take place on a date ("**Closing Date**") selected by Purchaser which is on or before the date that is **30 days after the expiration of the Inspection Period (as the same may be extended)**, unless Purchaser terminates this Contract prior to such date in accordance with this Contract. Purchaser will notify Seller at least 5 business days in advance of the exact Closing Date, which Closing Date may occur prior to the expiration of the Inspection Period (as the same may be extended) at Purchaser's election; if no such notice is given, then the Closing Date will be on the date which is the **30 days following the expiration of the Inspection Period (as the same may be extended)**. At Closing, Seller shall provide assurances and acknowledgements to Title Company concerning the potential "gap" between Title Company's most recent title insurance examination and the actual recording of the Deed (which may be after the Closing) as may be reasonably requested by Title Company.

There shall be no requirement that Seller and Purchaser physically attend Closing, and all funds and documents to be delivered at Closing shall be delivered to Title Company unless the parties hereto mutually agree otherwise.

10. Seller's Obligations at Closing. At the Closing, Seller will duly execute and deliver to Title Company, at Seller's expense, the following:

(a) Deed. An original warranty deed in a form reasonably acceptable to Purchaser and Title Company (the "**Deed**"), duly signed and acknowledged by Seller, which Deed will convey to Purchaser, its designee and/or its assigns good and indefeasible fee simple title to the Property free and clear of all liens, rights-of-way, easements, leases, and other matters affecting title to the Property, except for the Permitted Exceptions.

(b) Title Policy. All documentation required of the Seller for the Title Company to issue the Title Policy to Purchaser (the cost of the premium for such Title Policy to be allocated between the parties in accordance with Section 12(a) below).

(c) Non-Foreign Affidavit. A non-withholding statement in the form of **Exhibit B** attached hereto (the "**Non-Foreign Affidavit**").

(d) Evidence of Authority. Such documents as may be reasonably required by Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property.

(e) Owner's Affidavit. One (1) original Owner's Affidavit in a form acceptable to Title Company to cause Title Company to issue the Title Policy including ALTA Extended Coverage with an ALTA 9.1-06 Endorsement (Restrictions, Encroachments, Minerals - Owner's Policy - Unimproved Land) without any exception for any parties in possession and without any exception for any mechanic's liens that may be recorded as a result of any work performed prior to the Closing Date.

(f) Other Documents. Such other documents as Title Company may reasonably require to consummate this transaction.

(g) Possession. Possession of the Property shall be delivered at Closing It shall be Seller's responsibility, at Seller's cost, to vacate all tenants occupying the Property prior to Closing. Seller shall remove any personal property, garbage, debris, and waste from the Property prior to Closing.

11. Purchaser's Obligations at Closing. At Closing, Purchaser will deliver to Seller, at Purchaser's expense, the following:

(a) Purchase Price. The Purchase Price plus any prorations and Purchaser's share of closing costs as set forth in Section 12 below.

(b) Evidence of Authority. If required by the Title Company, a certificate of Senior Corporate Counsel evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of Purchaser in connection with the purchase of the Property.

(c) Other Documents. Such other documents as Title Company may reasonably require to consummate this transaction.

12. Costs and Adjustments.

(a) Taxes and Closing Costs. Seller shall be entitled to receive any income in respect of the Property and shall be obligated to pay all expenses in respect of the Property for all time periods prior to and including the day prior to the Closing Date. All ad valorem taxes levied or assessed against the Property by applicable taxing authorities, including the current installment for any assessment (special, bond, or otherwise), will be prorated between Purchaser and Seller on a "accrual basis" as of the date of Closing pursuant to the provisions of this Section 12(a). The apportionment of taxes will be upon the basis of the tax rate for the current year of Closing, provided, in the event that the current year's real estate taxes are not available as of the Closing Date, the proration shall be based upon one hundred five percent (105%) of the amount of the most recently available tax bill with Seller responsible for the payment of Taxes up to and including date of Closing, notwithstanding that taxes for the year of Closing may not be assessed until the following year. Such proration and credit at Closing shall be deemed final and not subject to reproration or other adjustment. If the Land is assessed as a part of a larger tax parcel, then taxes will be prorated based on the Land's percentage of the total land area included in the tax parcel; and adjustments in the prorations will be made if necessary upon receipt of the tax statements for the year of Closing, and both parties agree that payment of the amount of such adjustments will be made within thirty (30) days of receipt of such tax statements for the year of Closing. If the Land is assessed as a part of a larger tax parcel, Seller will pay at Closing, or deposit in escrow with Title Company, the prorata share of the taxes attributable to that portion of the tax parcel not constituting a part of the Land. Notwithstanding the foregoing, Seller will be responsible for and will indemnify Purchaser against any and all rollback taxes and other taxes assessed from and after Closing which are attributable to the period prior to Closing due to a change in land use, ownership or otherwise. If rollback taxes will be assessed, Seller will pay or escrow with Title Company an amount determined by Title Company to be sufficient for payment in full of the rollback taxes assuming a change in use at Closing. Seller and Purchaser will each be responsible for the fees and expenses of their respective attorneys and one-half of the escrow fees charged by Title Company. Seller will pay for (a) the costs of the tax certificates, if any; (b) all documentary and other transfer taxes payable, if any, in connection with the recordation of the Deed; (c) recording fees related to the Deed; (d) one-half of the cost of the Survey; and (e) the premium for the standard coverage portion of the Title Policy. Purchaser will pay for the costs of (x) the premium for the extended coverage portion of the Title Policy and any endorsements Purchaser desires to obtain to the Title Policy; and (y) one-half of the cost the Survey. Any other expenses, charges, and fees of Closing not otherwise specifically allocated herein or incurred by a specific party, will be borne by the parties in accordance with the general custom and practice in the county where the Property is located, or if no such custom or practice exists, they will be borne equally between the parties, or as otherwise agreed to by the parties.

(b) Other Income and Expenses. All other income and ordinary operating expenses for or pertaining to the Property, including public utility charges, maintenance and service charges, and all other normal operating charges of the Property, will be prorated as of the Closing Date; provided that Purchaser will not be obligated for payments under any management, service, or other contractual agreements affecting the Property and the same will be terminated prior to Closing unless Purchaser expressly elects to assume the same.

(d) Adjustments. If any adjustments pursuant to this Section 12 are determined to be erroneous, then the party who is entitled to additional monies will invoice the other party for such additional amounts as may be owing, and such amounts will be paid within sixty (60) days from the receipt of any such invoice; provided that no amounts may be so billed following the expiration of one (1) year after the Closing Date, and either party may dispute any such claim.

13. [Reserved.]

14. Destruction/Condemnation of Property. If all or any portion of the Property is damaged or destroyed by any casualty or is the subject of a taking or condemnation under eminent domain law after the Effective Date but prior to the Closing Date, Seller will have no obligation to repair or replace any damage or destruction caused by the foregoing, but the following will apply at Closing: (i) in the event of a casualty, Seller will assign the insurance proceeds to Purchaser; and (ii) in the event of a taking, or condemnation, Seller will assign to Purchaser its rights to any condemnation proceeds resulting from such taking. Notwithstanding the foregoing, if such casualty,

condemnation, or taking is a Material Event (defined below), then Purchaser may elect to terminate this Contract by written notice to Seller given on or before the Closing Date, and upon such termination, any Earnest Money and any Extension Fee will be returned to Purchaser and the parties will have no further liability or obligation hereunder. As used in this Section, a "**Material Event**" means either of the following: (a) a casualty resulting in damage or destruction to the Property, if the cost to restore the Property to its condition immediately prior to such casualty is reasonably estimated to exceed $100,000.00; or (b) a casualty, taking, or condemnation which would impede access to the Property, reduce available parking below that required by laws or any applicable agreements affecting the Property, or otherwise impede Purchaser's planned use or development of the Property.

15. Notices. All notices, approvals, consents, requests, or demands required or permitted to be given by either party will be delivered via email only, properly addressed to the email addresses set forth on **Addendum 1**, except where physical delivery is required by Legal Requirements ("**Required Notice**"). When a notice must be delivered by a deadline set forth in this Contract, notice must be delivered by 5:00 p.m. Pacific Time on the deadline date. For a Required Notice, notice shall be given: (a) personally; (b) by depositing with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested; (c) by a nationally-recognized delivery service providing proof of delivery; or (d) by email, provided that, for delivery pursuant to this clause (d), a copy is also sent pursuant to either clause (a), (b), or (c) above within two (2) business days. Each party agrees to promptly deliver confirmation of receipt of email notice to the other party, provided failure by a party to acknowledge receipt shall have no bearing on the determination of delivery. Except for email notice, which is deemed delivered at the time it is sent, notice is deemed given upon delivery (or, in the case of delivery via the method described in (b), the earlier of delivery or three (3) days following the date of depositing), or when delivery is refused. If any notice or other communication to be delivered by e-mail attachment as provided above cannot be transmitted because of a problem affecting the receiving party's computer (including, without limitation file size limitations), the notice must be re-sent and the deadline for receiving such notice or other communication shall be extended through the next business day. Either party may change its notice address by giving notice in the manner set forth above. Each party agrees that notices sent to the address(es) shown on **Addendum 1** are all of the parties who comprise such party who are entitled to notice under this Contract. The attorneys for any party hereto shall be entitled to provide any notice that a party desires to provide or is required to provide hereunder.

16. Remedies.

(a) If Seller fails to timely comply with all conditions, covenants, and obligations hereunder, or any of the representations and warranties of Seller contained herein are untrue, such failure or misrepresentation will be an event of default by Seller, and Purchaser will not be obligated to consummate Closing and may (i) terminate this Contract by providing written notice of such termination to Seller, whereupon this Contract will be terminated, Seller will retain the Independent Consideration, but the Earnest Money and any Extension Fee will be refunded to Purchaser, and Seller will reimburse Purchaser for its out-of-pocket expenses incurred in connection with this Contract and its due diligence, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than those that expressly survive termination hereunder; and/or (ii) exercise any rights or remedies as may be available to Purchaser at law or in equity, including enforcing specific performance of this Contract. Notwithstanding anything to the contrary contained herein, an event of default by Seller will not be deemed to have occurred unless and until Seller has failed to cure within ten (10) days of receipt of notice from Purchaser of such default. The requirements of this Section 16(a) shall survive termination of this Contract. Purchaser shall have all rights and remedies available at law or equity in the event any of the representations and warranties of Seller contained in this Contract are found to be untrue after Closing.

(b) IF PURCHASER FAILS TO CLOSE THE TRANSACTION CONTEMPLATED HEREUNDER AS MAY BE REQUIRED PURSUANT TO THE TERMS HEREOF, EXCEPT DUE TO A DEFAULT BY SELLER, SUCH FAILURE WILL BE AN EVENT OF DEFAULT BY PURCHASER ("**PURCHASER DEFAULT**") AND SELLER, AS ITS SOLE AND EXCLUSIVE REMEDY, MAY TERMINATE THIS CONTRACT AND RECEIVE FROM TITLE COMPANY THE EARNEST MONEY DEPOSITED WITH TITLE

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COMPANY AS LIQUIDATED DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, A PURCHASER DEFAULT WILL NOT BE DEEMED TO HAVE OCCURRED UNLESS AND UNTIL PURCHASER HAS FAILED TO CURE WITHIN 10 DAYS OF RECEIPT OF NOTICE FROM SELLER OF SUCH DEFAULT. THE EARNEST MONEY IS AGREED UPON BY AND BETWEEN SELLER AND PURCHASER AS LIQUIDATED DAMAGES DUE TO THE DIFFICULTY AND INCONVENIENCE OF ASCERTAINING AND MEASURING ACTUAL DAMAGES, AND THE UNCERTAINTY THEREOF, AND NO OTHER DAMAGES, RIGHTS OR REMEDIES WILL IN ANY CASE BE COLLECTIBLE, ENFORCEABLE OR AVAILABLE TO SELLER AGAINST PURCHASER, AND SELLER WILL ACCEPT THE EARNEST MONEY AS SELLER'S TOTAL DAMAGES AND RELIEF, SELLER HEREBY WAIVING ANY OTHER RIGHTS OR REMEDIES TO WHICH IT MAY OTHERWISE BE ENTITLED. THE FOREGOING LIMITATIONS WILL NOT APPLY TO PURCHASER'S INDEMNITIES PURSUANT TO SECTION 5(C). THE REQUIREMENTS OF THIS SECTION 16(B) SHALL SURVIVE TERMINATION OF THIS CONTRACT.

Seller's Initials: Initial JV _____ **Purchaser's Initials:** Initial JF _____

17. Confidentiality. Seller will not make public announcements regarding this Contract or Purchaser's proposed purchase of the Property, unless required by law, without Purchaser's prior consent, which Purchaser may withhold in its sole and absolute discretion, and Seller will instruct its brokers, developers, contractors, subcontractors, agents and consultants not to make or issue any public announcement regarding this Contract or Purchaser's proposed acquisition of the Property. All information specifically labeled as "confidential" or that would reasonably be presumed to be confidential, including the terms and conditions of this Contract, and all non-public information relating to Purchaser's acquisition or development of the Property (collectively, "**Confidential Information**"), that is learned by or disclosed to Seller with respect to Purchaser or Purchaser's business in connection with this Contract will be kept strictly confidential by Seller and will not be used (except for Seller's confidential internal purposes, or as otherwise required by Legal Requirements (defined below), or for disclosing to Seller's agents, servants, directors, officers or employees, prospective purchasers or lenders, provided any such party understands and agrees to be bound by the terms of this confidentiality provision) or disclosed to others by Seller, without the express prior consent of Purchaser, which Purchaser may withhold in its sole and absolute discretion. As used above, the term "**Legal Requirements**" means all applicable federal, state, county and municipal statutes, ordinances, codes, rules, regulations and requirements. The provisions of this Section 17 will survive Closing or the termination of this Contract.

18. Exclusivity. Between the Effective Date and the Closing Date (or earlier termination of this Contract as provided herein), Seller will not negotiate, or enter into, any agreement pertaining to the sale, exchange, lease, or transfer of all or any portion of the Property to any person or entity other than Purchaser or its assigns.

19. Assignment. Purchaser may, at its option and at any time during the term of this Contract, assign this Contract without the consent of Seller.

20. Escrow Instructions. The terms of this Contract shall serve as instructions to Title Company, and Title Company agrees to deposit the Earnest Money in an interest-bearing account and to hold and disburse the Earnest Money, and any interest earned thereon, as provided herein. Seller and Purchaser shall execute and deliver to Title Company any additional or supplementary instructions as may be necessary to implement the terms of this Contract and close the transactions contemplated hereby, provided such instructions are consistent with and merely supplement this Contract and shall not in any way modify, amend or supersede this Contract. Such supplementary instructions, together with the escrow instructions set forth in this Contract, as they may be amended from time to time by the parties, shall collectively be referred to as the "**Escrow Instructions**." The Escrow Instructions may be amended and supplemented by such standard terms and provisions as the Title Company, as escrow holder, may request the parties hereto to execute; provided, however, that the parties hereto and Title Company acknowledge and agree that in the event of a conflict between any provision of such standard terms and provisions supplied by

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the Title Company and the Escrow Instructions, the Escrow Instructions shall prevail. After the expiration of the Inspection Period, if either party makes a written demand upon Title Company for payment of the Earnest Money, Title Company shall give written notice to the other party of such demand. If Title Company does not receive a written objection from the other party to the proposed payment within five (5) business days after the giving of such notice, Title Company is hereby authorized to make such payment. If Title Company does receive such written objection within such five (5) business day period, Title Company shall continue to hold such amount until otherwise directed by mutually agreed upon written instructions from the parties to this Contract or from an order of a court of competent jurisdiction. However, Title Company shall have the right at any time to deposit the Earnest Money with a court of competent jurisdiction in the state in which the Property is located. Title Company shall give written notice of such deposit to Seller and Purchaser. Upon such deposit, Title Company shall be relieved and discharged of all further obligations and responsibilities hereunder.

21. Miscellaneous.

(a) Interpretation and Applicable Law. This Contract will be construed and interpreted in accordance with the laws of the state where the Property is located, and the jurisdiction and venue with respect to any disputes arising hereunder will be proper only in the city or county in which the Property is located. Where required for proper interpretation, words in the singular will include the plural; the masculine gender will include the neuter and the feminine, and vice versa. The terms "successors and assigns" will include the heirs, administrators, executors, successors and permitted assigns, as applicable, of any party hereto. Time is of the essence in this Contract in all respects.

(b) Amendment. This Contract may not be modified or amended, except by an agreement in writing signed by Seller and Purchaser. Each party may waive any of the Contract's conditions or obligations of the other party, but any such waiver will be effective only if in writing and signed by the party waiving such conditions and obligations.

(c) [Reserved.]

(d) Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Contract. Whenever required by the context of this Contract, the singular shall include the plural and the masculine shall include the feminine and vice versa. The words "include" and "including", and words of similar import, shall be deemed to be followed by the words "without limitation." This Contract shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Contract. All exhibits referred to in this Contract are attached and incorporated by this reference. Unless otherwise specified, in computing any period of time described herein, the day of the act or event upon which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the last day of the period so computed shall be the next succeeding business day. For purposes of this Contract, the term "**business day**" shall mean any day other than Saturday, Sunday, or any day upon which banks in the state where the Property is located are required or permitted to be closed.

(e) Entire Agreement. This Contract (and the items to be furnished in accordance herewith) and that certain Nondisclosure Agreement dated December 30, 2024 ("**NDA**") constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. In the event of any conflict between the NDA and this Contract regarding information about the Property or this Contract, this Contract will control. No representation, warranty, covenant, agreement, or condition not expressed in this Contract and the NDA will be binding upon the parties hereto or will affect or be effective to interpret, change or restrict this Contract.

(f) Multiple Originals and Counterparts; Electronic Documents. This Contract may be executed in any number of copies and counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(g) Real Estate Commission. Except for KBC Advisors and CBRE (collectively, the "**Broker**") to whom Seller will pay a commission (the "**Commission**") pursuant to separate written agreement(s), each party represents and warrants to the other that no broker or finder is connected with or has been engaged by it in connection with any of the transactions contemplated by this Contract. Seller will be obligated to pay any and all commissions or fees which may be due the Broker in connection with the transactions contemplated herein. In the event of a claim for any other broker's or finder's fee or commissions in connection herewith, each party will indemnify the other against any such claims made based upon any act, statement, or agreement alleged to have been made by the indemnifying party.

(h) Legal Holidays. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Contract falls on a Saturday, Sunday, or federal legal holiday, then such date will be extended to the next following date which is not a Saturday, Sunday, or federal legal holiday.

(i) Binding Effect. This Contract will be binding upon and will inure to the benefit of the parties hereto and their successors and assigns.

(j) Waiver of Consequential Damages. Notwithstanding any provision in this Contract to the contrary, neither party will be liable to the other party for consequential damages, such as lost profits or interruption of the other party's business, except that this sentence will not apply to Seller's breach of its confidentiality obligations under this Contract.

(k) Waiver of Jury Trial. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF SELLER AND PURCHASER WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN SELLER AND PURCHASER ARISING OUT OF THIS CONTRACT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

(l) Anti-Corruption. Seller will not knowingly permit anyone to pay bribes to anyone for any reason, whether in dealings with governments or the private sector, or otherwise violate any applicable anti-corruption laws in performing under this Contract. Seller will maintain true, accurate, and complete books and records concerning any payments made to another party by Seller under this Contract, including on behalf of Purchaser. Purchaser and its designated representative may inspect Seller's books and records to verify such payments and for compliance with this Section.

(m) Effective Date. All references in this Contract to the "**Effective Date**" will mean the later of the dates upon which Seller and Purchaser execute this Contract as set forth on the signature page below.

(n) No Waiver. Notwithstanding any law, usage, or custom to the contrary, each party may enforce this Contract in strict accordance with its terms; and the failure to do so will not create a custom contrary to the specific terms, provisions and covenants of this Contract or modify the same, and a waiver by either party to enforce its

rights pursuant to this Contract will not be a waiver of such party's rights in connection with any subsequent default. No waiver by either party will be deemed to have been made unless expressed in writing and signed by such party.

[Signature Page to Follow]

CONFIDENTIAL
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EXECUTED to be effective as of the Effective Date.

SELLER:

CITY OF ROSWELL,
a New Mexico municipal corporation

Signed by:
By: Jessica Vickers
B618CA10220C4A5...

Name: Jessica Vickers

Title: Community Development Director

Date Signed: April 15, 2025

PURCHASER:

AMAZON.COM SERVICES LLC,
a Delaware limited liability company

Signed by:
By: Jamie Flynn
418D970738F04F2...

Name: Jamie Flynn

Title: Authorized Signatory

Date Signed: April 14, 2025

RECEIPT OF ONE (1) EXECUTED COUNTERPART OF THIS CONTRACT IS HEREBY ACKNOWLEDGED:

TITLE COMPANY:

CHICAGO TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____
Date Signed: _____

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WNM6

ADDENDUM 1

NOTICE ADDRESSES

PURCHASER'S NOTICE ADDRESS:

Email Notice:

rebros@amazon.com; and
keiths@summitlaw.com

With copies to:
naops-propmgmt@amazon.com;
opsrelegalnotice@amazon.com; and
na-realestate@amazon.com

Required Notice:

c/o Amazon.com, Inc.
Attention: Real Estate Manager (NA Ops: WNM6)
Attention: General Counsel (Real Estate (NA Ops): WNM6)
Attention: NA Ops Asset Management (WNM6)

Each with an address of:
410 Terry Ave. N
Seattle, WA 98109-5210
Telephone: (206) 266-1000

With copies to:
naops-propmgmt@amazon.com; opsrelegalnotice@amazon.com
na-realestate@amazon.com; naops-rent@amazon.com

using the subject line—Re: WNM6, and including the following in the subject or email body:

- site's state or country;
- reason for the notice (e.g., default, cease & desist, bribery or anti-corruption).

CONFIDENTIAL
WNM6

SELLER'S NOTICE ADDRESS:

Email Notice:

j.vickers@roswell-nm.gov
t.verciglio@roswell-nm.gov
h.yntema@roswell-nm.gov

Required Notice:

500 N. Main Street, Suite 100
Roswell, NM 88201

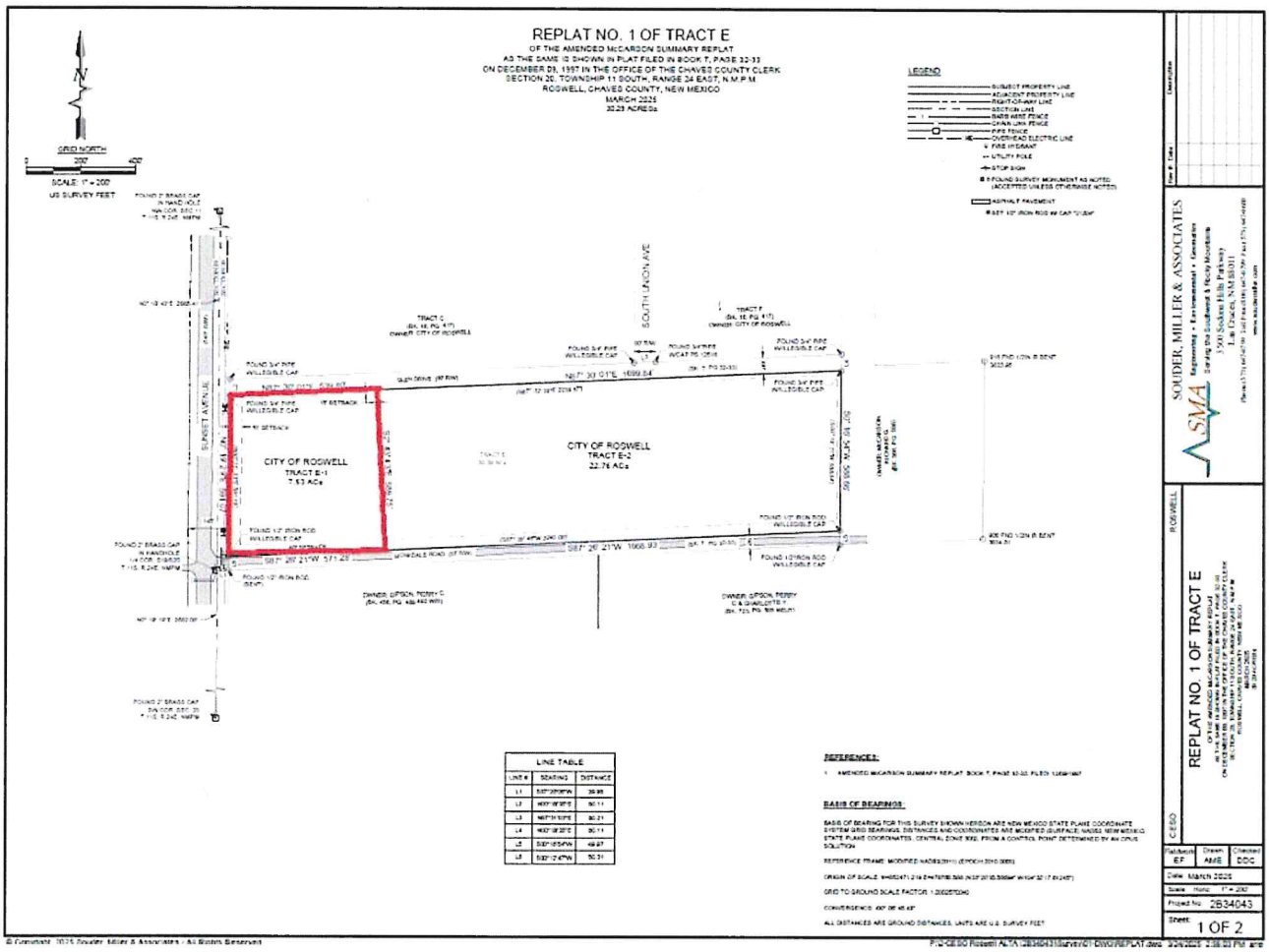
Docusign Envelope ID: EA891436-F062-47D1-BBBE-AF9F9C4A2C02

CONFIDENTIAL
WNM6

EXHIBIT A

LAND

"Tract E-1"



Docusign Envelope ID: EA891436-F062-47D1-BBBE-AF9F9C4A2C02

CONFIDENTIAL
WNM6

EXHIBIT A-1

PARENT PARCEL

Tract E of Amended McCarson Summary Replat, in the City of Roswell, County of Chaves and State of New Mexico, as shown on the Official Plat filed in the Chaves County Clerk's Office on December 9, 1997, and recorded in Book T of Plat Records, at Page 32-33.

(UPC 4135065117251000000 / Account No. R041407)

Docusign Envelope ID: EA891436-F062-47D1-BBBE-AF9F9C4A2C02

CONFIDENTIAL
WNM6

EXHIBIT B

FORM OF CERTIFICATE OF TRANSFEROR OTHER THAN AN INDIVIDUAL (FIRPTA Affidavit)

Section 1445 of the Internal Revenue Code of 1986 (the "**Code**") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445 of the Code), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. **[INSERT IF SELLER IS A SINGLE-MEMBER DISREGARDED LLC: [INSERT NAME OF SELLER ENTITY]**, a _____ is a disregarded entity whose sole owner is [_____], [a Delaware limited liability company] ("**Transferor**")]. To inform _____, a _____, the transferee of certain real property located in _____ County, _____ that withholding of tax is not required upon the disposition of such U.S. real property interest by [**INSERT IF SELLER IS NOT A SINGLE-MEMBER DISREGARDED LLC**: the undersigned ("**Transferor**")] [**INSERT IF SELLER IS A SINGLE-MEMBER DISREGARDED LLC: [INSERT NAME OF SELLER ENTITY]**, a _____, whose sole owner is Transferor,] the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the regulations promulgated thereunder);

2. Transferor's U.S. employer identification number is _____;

3. Transferor's office address is: _____; and

4. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii).

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Date: _____, 20___

_____,
a _____

By: _____
Name: _____
Title: _____

docusign

Certificate Of Completion

Envelope Id: EA891436-F062-47D1-BBBE-AF9F9C4A2C02 Status: Completed
Subject: Please DocuSign: City of Roswell (New Mexico) - New Site (Lease or Purchase) - 7.85 acres at S. Suns
Document Type:
Legal VP:
Bulk Send:
Source Envelope:
Document Pages: 20 Signatures: 2
Certificate Pages: 2 Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Aubrey Larkin
ATTN: Legal Department
PO BOX 81226
Seattle, WA 98108
aublark@amazon.com
IP Address: 205.251.233.48

Record Tracking

Status: Original
14-Apr-2025 | 10:02

Holder: Aubrey Larkin
aublark@amazon.com

Location: DocuSign

Signer Events	Signature	Timestamp
Jamie Flynn jamflyn@amazon.com Senior Manager, Transactions Security Level: Email, Account Authentication (None)	Signed by: Jamie Flynn 418D970758F64F2... Signature Adoption: Pre-selected Style Using IP Address: 205.251.233.110	Sent: 14-Apr-2025 | 10:03 Viewed: 14-Apr-2025 | 10:58 Signed: 14-Apr-2025 | 10:58
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Jessica Vickers J.VICKERS@ROSWELL-NM.GOV Community Development Director Security Level: Email, Account Authentication (None)	Signed by: Jessica Vickers B618CA10220C4A5... Signature Adoption: Pre-selected Style Using IP Address: 74.50.142.18	Sent: 14-Apr-2025 | 10:58 Viewed: 14-Apr-2025 | 12:32 Signed: 15-Apr-2025 | 07:18
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Dave Rende rendedav@amazon.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 15-Apr-2025 | 07:18

Carbon Copy Events	Status	Timestamp
Rebecca Ross rebros@amazon.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 15-Apr-2025 | 07:18
Keith Seo seokeith@amazon.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 15-Apr-2025 | 07:18

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	14-Apr-2025 | 10:03
Certified Delivered	Security Checked	14-Apr-2025 | 12:32
Signing Complete	Security Checked	15-Apr-2025 | 07:18
Completed	Security Checked	15-Apr-2025 | 07:18

Payment Events	Status	Timestamps

An Appraisal Of

A Vacant Land Tract

Identified As

Tract E Amended McCarson Summary Replat

Tax Account # R041407

Located At

The Northeast Corner

Of

South Sunset Ave & Monksdale Road

In

Roswell, New Mexico

For

The City Of Roswell

By

Ed McClelland, Appraiser
General Certificate NM 171-G
701 S. Cedar Avenue
Roswell, New Mexico 88203
Office 575 - 624 - 2828
Mobile 575 - 420 - 2546
Email mcclelland@zianet.com

Ed
McClelland
& Co.

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

March 5, 2025

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

RE: Sunset & Monksdale Road, Parcel R041407

Dear Mr. Verciglio:

Pursuant to your request, I have inspected and appraised the City-owned land comprising about 30.296 acres located at the northeast corner of Sunset Avenue and Monksdale Road. That site fronts Sunset for 591.19^ and runs east along Monksdale for 2240 feet. It is zoned I-2 Heavy Industrial.

The subject parcel has a slight slope. There are few utilities at the property line. Electricity runs overhead along Sunset. The nearest city water line terminates at the SW corner of the firefighting academy. The closest sewer line is at Brasher Road and Union at Church on the Move. The highest and best use of the overall subject site near term is speculation. The tract is far larger than most end users would require.

There has been some land sales activity in the subject overall neighborhood over the last few years, but none very close to this specific subject property. I provide herein a chart of commercial and industrial highest and best use land sale comparables that document the range in our market. Their approximate locations are shown on the attached maps.

Based upon my knowledge of the subject land, market, and the land sales provided herein: I estimate the "market value" of the subject site as of February 28, 2025 to be approximately $8,000 per acre.

Total Value 30.296 Acres @ $8,000 per Acre = $242,368 Called $242,000

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

Respectfully submitted,

Ed McClelland, NM 171-G.
General Certified Appraiser

PROPERTY INDENTIFICATION

The property under discussion for a sale is a large parcel of vacant land totaling 30.296 acres with 2,240 feet of frontage along Monksdale Road and 591.19 feet of Sunset Avenue frontage. The parcel is legally described as Tract E, Amended McCarson Summary Replat, City of Roswell, Chaves County, New Mexico 88203. It is located at the northeast corner of Monksdale Road and Sunset Avenue.

Ownership of the subject land is held by the City of Roswell. An interested party has approached the City about a purchase. The subject land has not been listed or exposed to the market.

The City of Roswell has owned the subject property for many years. It has not been publicly offered for sale at any time in recent years. The City's past purchase price for the land including subject is not known.



PURPOSE AND INTENDED USE OF THE APPRAISAL

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

"MARKET VALUE" is defined as:

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

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

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

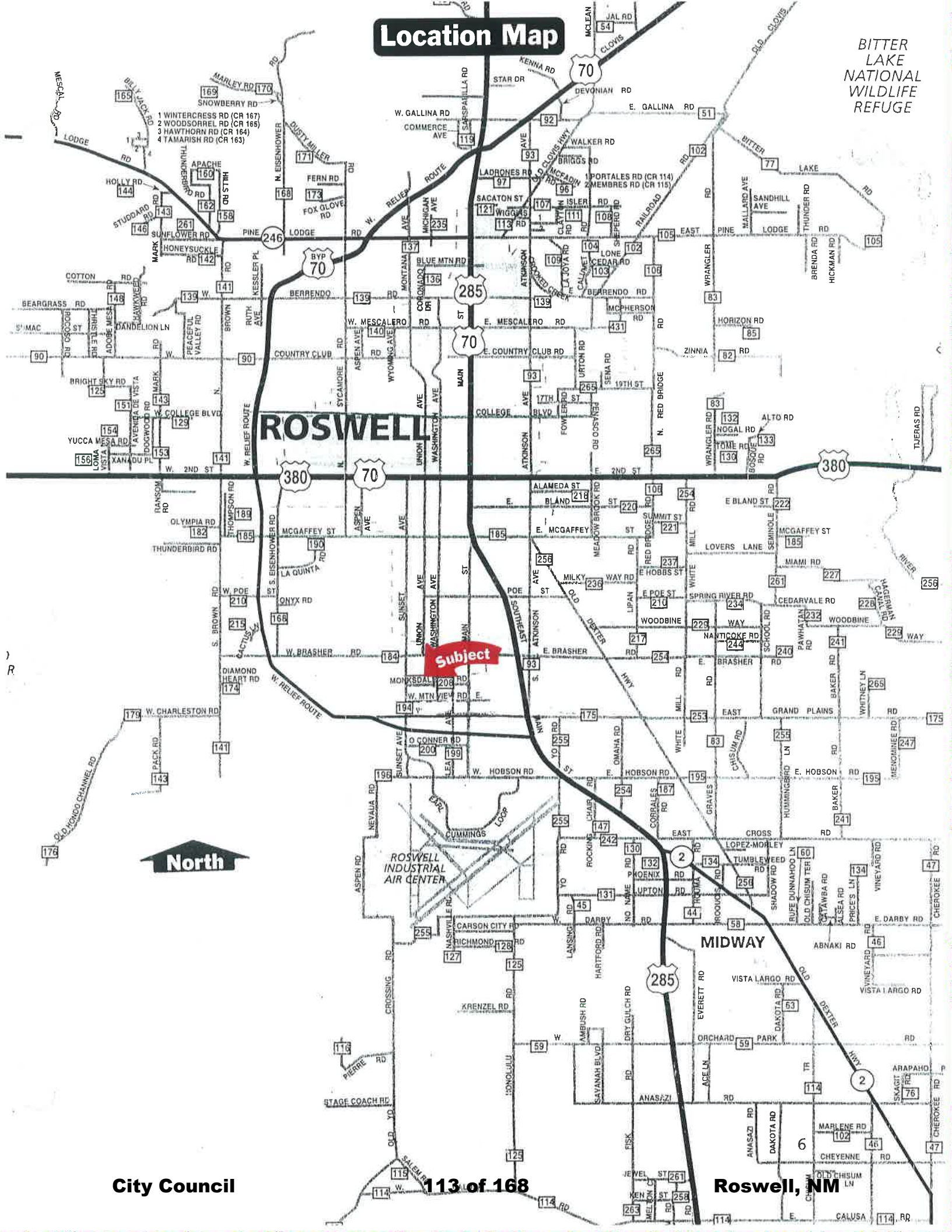
This value definition is quoted from Office of the Comptroller of the Currency Regulation (12 C.F.R. Part 34.42 (g):55 Federal Register 12202, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994), and is the commonly adopted market value definition for banks and agencies that regulate federally insured financial institutions in the United States at this time. This definition is from the Dictionary of Real Estate Appraisal, Fifth Edition, page 123, published by the Appraisal Institute in 2010. Most other definitions of market value incorporate the same general provisions.

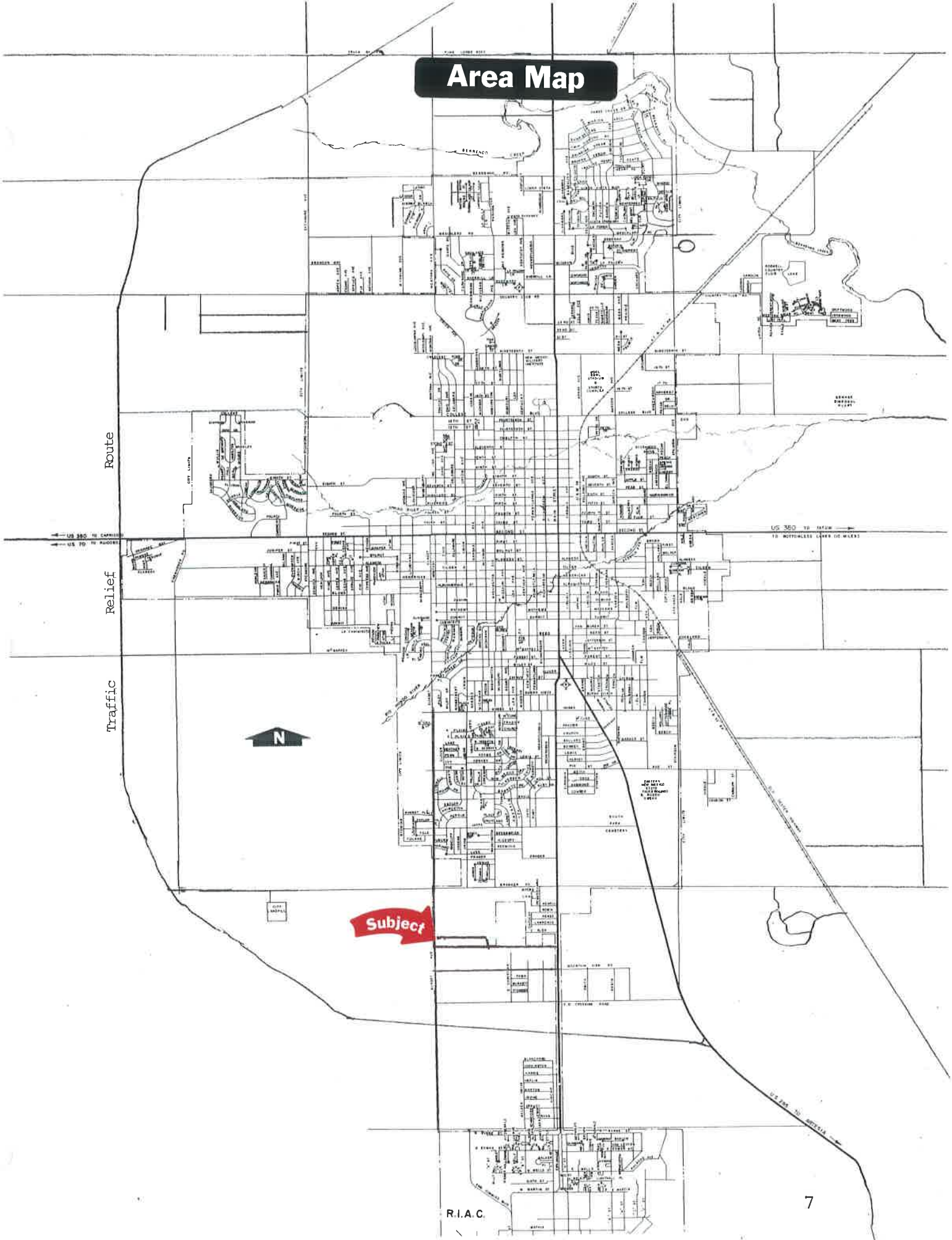
The intended use of this appraisal is to establish market value for possible land sale purposes. The effective date of this value estimate was February 28, 2025. Intended users of the appraisal are City of Roswell government officials.

SCOPE OF THE APPRAISAL

This appraisal involved multiple inspections of the subject land tract and development of a market value estimate for the property using the direct sales comparison approach to value. The subject land size used is that which shows on the official plat.

An appraisal analysis, report, and appraisal exhibits can be extensive or brief. This report was prepared to meet minimum requirements of the client request and the minimum requirements of the Uniform Standards Of Appraisal Practice. This summary report is not intended to be 100% self-contained nor fully self-explanatory. The photographs and exhibits provided herein are deemed to represent a true summary of subject's facts. This appraisal could be expanded substantially with additional data, narrative, comparable detail, and explanations of the analyses added if the intended user of the appraisal deems it necessary. An appropriate professional fee would be charged for all additional work. This appraisal is subject to the appraiser's specific Certifications and Statements of Assumptions and Limiting Conditions which accompany the report. No unusual Assumptions or Limiting Conditions were required for this appraisal.


Location Map
BITTER LAKE NATIONAL WILDLIFE REFUGE
ROSWELL
Subject
North
ROSWELL INDUSTRIAL AIR CENTER
MIDWAY
1 WINTERCRESS RD (CR 167)
2 WOODSORREL RD (CR 165)
3 HAWTHORN RD (CR 164)
4 TAMARISH RD (CR 163)
1 PORTALES RD (CR 114)
2 MEMBRES RD (CR 115)

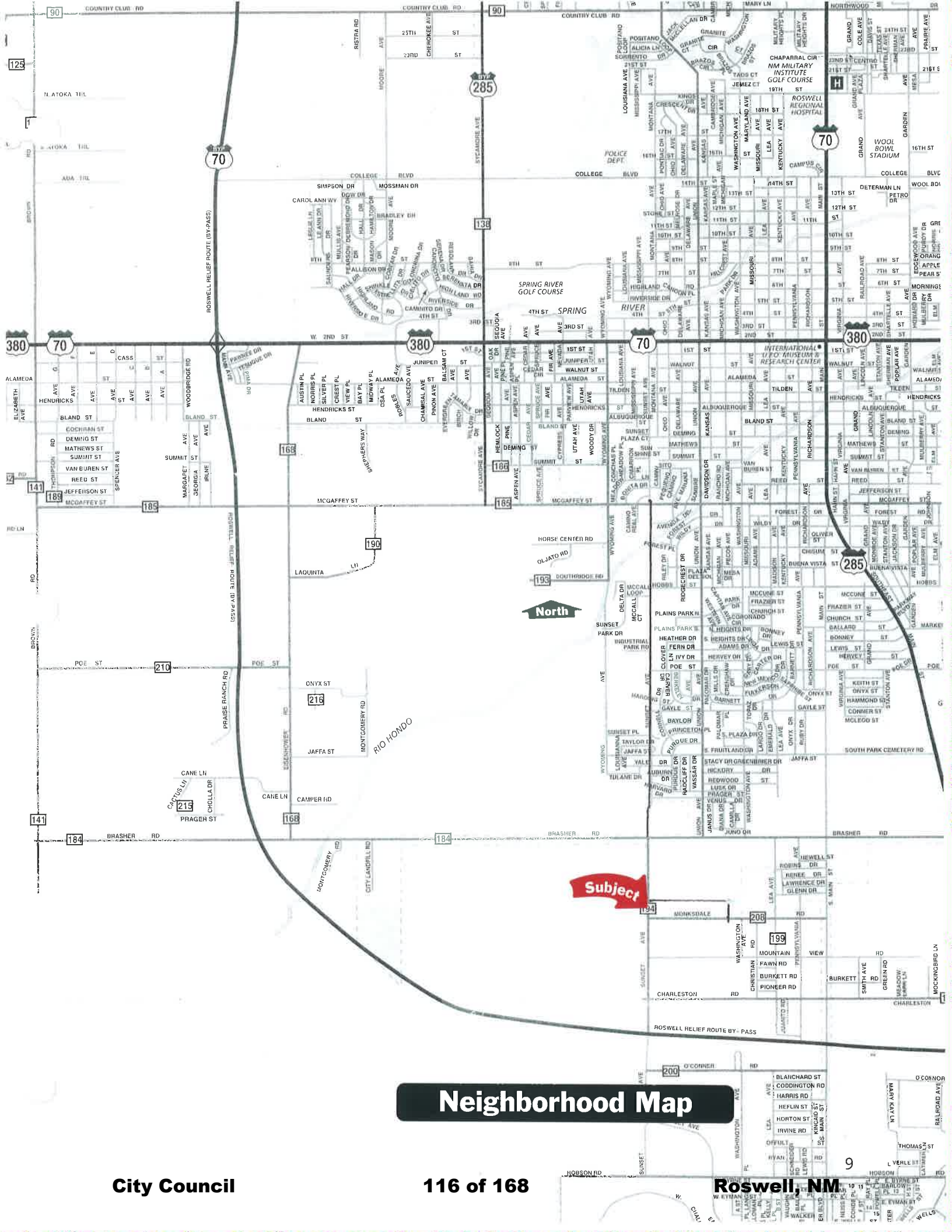

Area Map
Route
Relief
Traffic
N
Subject
R.I.A.C.

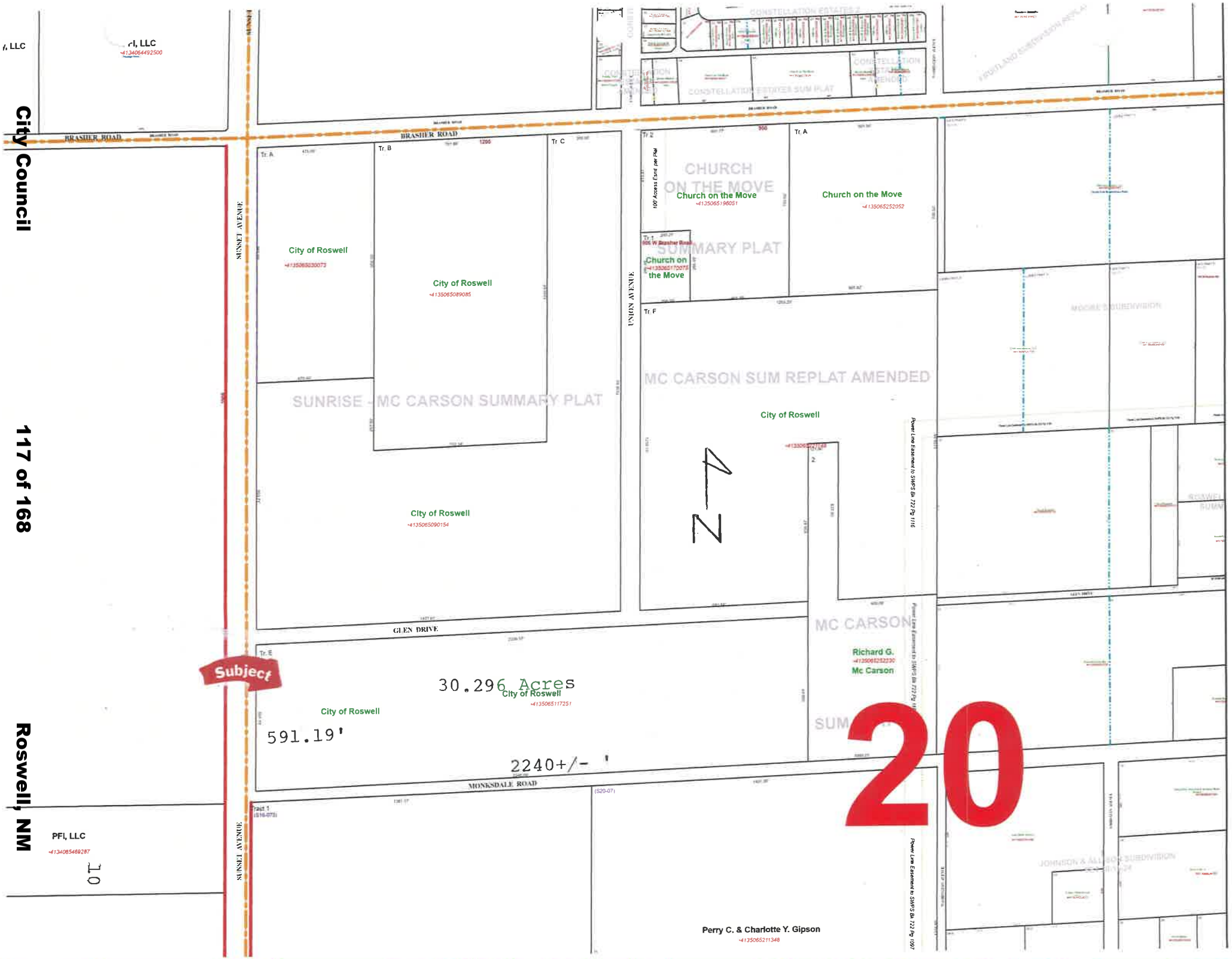
CITY AND NEIGHBORHOOD FACTORS

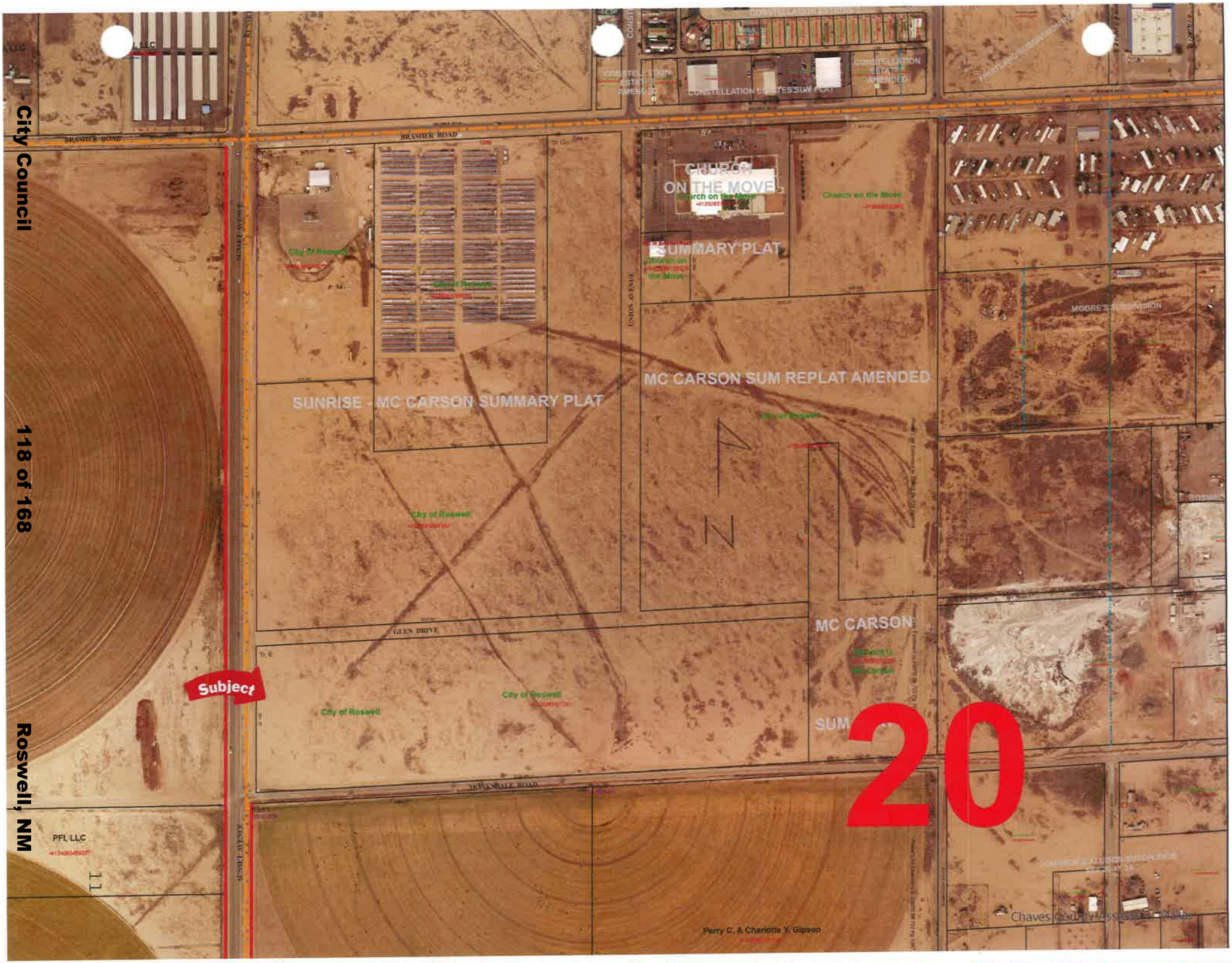
My client for this appraisal is the City of Roswell. The City Is the owner of the subject parcel and other tracts surrounding it. My client has adequate knowledge about the City economy and trends that affect business in the city and specific subject neighborhood.

The subject neighborhood is the south half of Roswell and the areas of Chaves County lying west of Southeast Main between Brasher Road and Darby Road, including the Roswell Industrial Air Center.

One important factor affecting the subject property is the presence or absence of public water and sewer lines and any plans to add public water or wastewater service in the area. The City engineering and public works departments maintain maps of local water and sewer lines. I made an inquiry about water and sewer line existence in the area. Copies of the applicable maps for each type of service are included in the exhibits for this report. City engineer Louis Najar reports that the City has no plans to build new water or sewer lines in the area, and there is no master plan to add additional water or sewer lines in the area. Business with modest demand for water and wastewater disposal can legally drill a well to obtain potable water and can typically install a septic tank or similar system for small amounts of wastewater disposal. There is a city water line going to a fire plug at the southwest corner of the firefighting academy about 1,050 feet north of subjects' northwest corner. An owner or buyer of subject would reportedly be able to connect to that line if they paid for an extension that met city specs.


Subject
North
Neighborhood Map

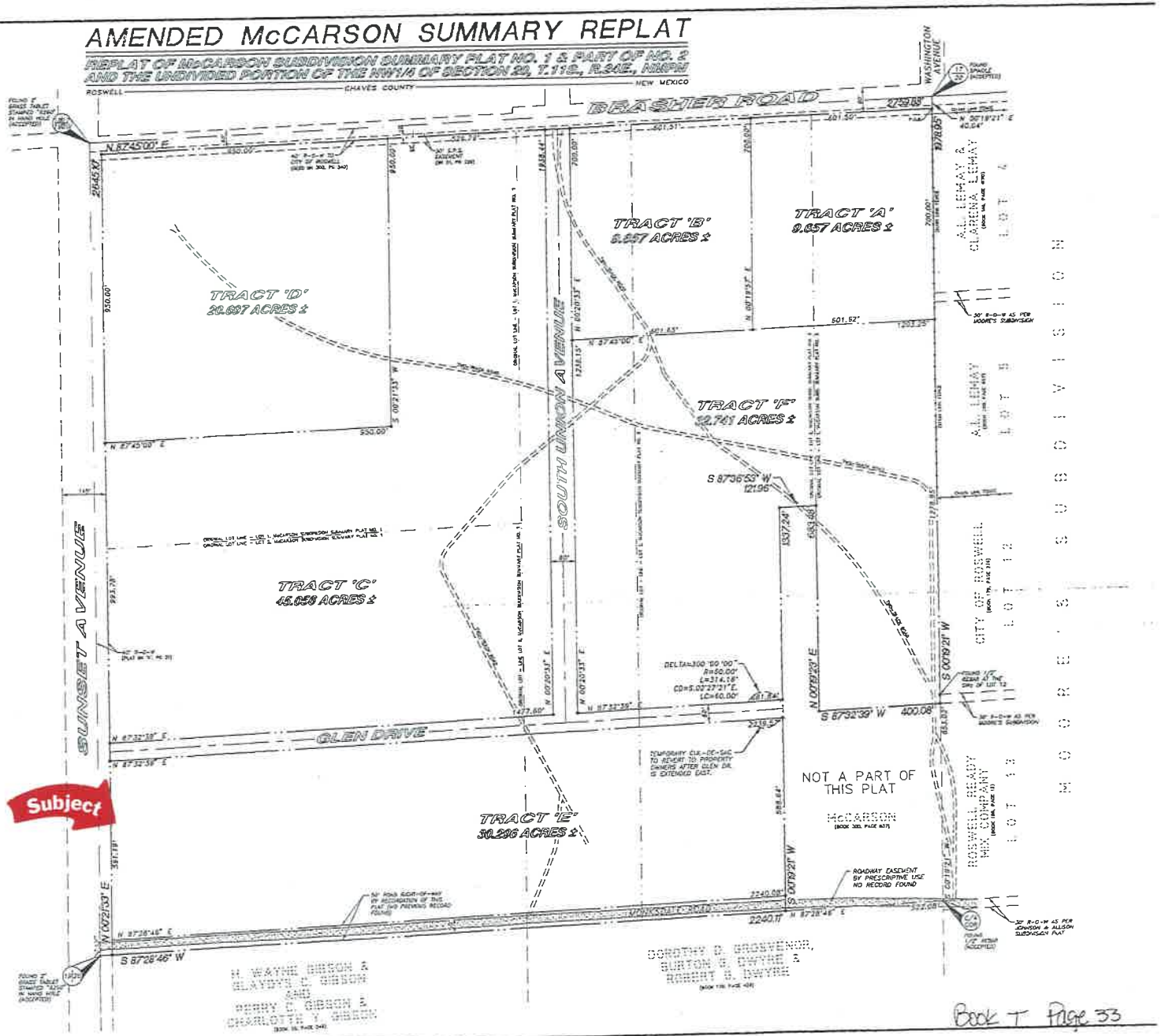

BRASHER ROAD
SUNSET AVENUE
UNION AVENUE
GLEN DRIVE
MONKSDALE ROAD
Subject
30.296 Acres
591.19'
2240+/-
City of Roswell
Church on the Move
CHURCH ON THE MOVE
SUMMARY PLAT
SUNRISE - MC CARSON SUMMARY PLAT
MC CARSON SUM REPLAT AMENDED
MC CARSON
Richard G. Mc Carson
Perry C. & Charlotte Y. Gipson
PFI, LLC
Tr. A
Tr. B
Tr. C
Tr. F
Tr. E
100' Access Esmt per Plat
Power Line Easement to SWPS Bk 722 Pg 1116
Power Line Easement to SWPS Bk 722 Pg 1097
CONSTELLATION ESTATES SUM PLAT
CONSTELLATION ESTATES 2
CONSTELLATION ESTATES 3
MOORE SUBDIVISION
JOHNSON & ALLISON SUBDIVISION
20


BRASHER ROAD
CONSTELLATION ESTATES SUM PLAT
CONSTELLATION ESTATES SUM PLAT AMENDED
GIPSON ON THE MOVE SUMMARY PLAT
Church on the Move
MOORE'S SUBDIVISION
SUNRISE - MC CARSON SUMMARY PLAT
MC CARSON SUM REPLAT AMENDED
MC CARSON
GLEN DRIVE
Subject
City of Roswell
PFI, LLC
Perry C. & Charlotte Y. Gipson
20
Chaves County Assessor Data

AMENDED McCARSON SUMMARY REPLAT

REPLAT OF McCARSON SUBDIVISION SUMMARY PLAT NO. 1 & PART OF NO. 2 AND THE UNDIVIDED PORTION OF THE NW1/4 OF SECTION 20, T.11S., R.24E., NMPM

ROSWELL — CHAVES COUNTY — NEW MEXICO



SCALE: 1" = 200'

200 0 200 400 600 Feet

THE PURPOSE OF THIS AMENDED PLAT IS TO CORRECT THE LINES OF THE PROPERTY OWNED BY THE CITY OF ROSWELL AND INCEPTIONS CHANGING THE LEGAL DESCRIPTION OF THIS SUMMARY REPLAT.

NOTES:

SET 1/2" REBAR WITH PLASTIC STAMPED "P.S. 12516" AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED ON PLAT.

TAGGED ALL EXCEPTED CORNERS WITH 1/2" GRASS WASHER STAMPED "P.S. 12516".

THE DEEDS OF RECORD USED TO DEFINE OWNERSHIP OF SUBJECT PROPERTY ARE:

1) DEED BOOK 217, AT PAGE 318.
2) DEED BOOK 313, AT PAGE 386.
3) DEED BOOK 127, AT PAGE 337.

THE PLAT(S) USED AS A REFERENCE IN DETERMINING THE BOUNDARY OF THE SUBJECT PROPERTY WERE:

1) McCARSON SUBDIVISION SUMMARY PLAT NO. 1 (PLAT BOOK K, PAGE 21)
2) McCARSON SUBDIVISION SUMMARY PLAT NO. 2 (PLAT BOOK K, PAGE 22)
3) MOORE'S SUBDIVISION
4) U.S.G.L.O. SURVEY MAP OF TOWNSHIP 11 SOUTH, RANGE 24 EAST, N.M.P.M.

SHEET 1 OF 2

RAINS SURVEYING COMPANY
BOUNDARIES · WATER RIGHTS · TOPOGRAPHIC · CONSTRUCTION STAKING
P.O. BOX 1474 · ROSWELL · NEW MEXICO · (505)622-6411

Book T Page 33

FDed: 12/9/97
Book T Page 32-33 Drawer W4493
Legal: 1/4 Sec 20 Twp 11S Rg 24E

12

DESCRIPTION AND ANALYSIS OF THE SITE

LOT SIZE:	30.296 acres. Rectangular. See exhibits. Approx. 591′ x 2240′.
TOPOGRAPHY:	Very slight slope west to east.
ZONING:	Roswell's official zoning map shows the subject lot to be zoned "I-2 Heavy Industrial." Most normal commercial and manufacturing activity is allowed on I-2 zoned land.
UTILITIES:	No public water or sewer lines are located close by. See provided maps. Overhead electricity is in place along Sunset. No natural gas lines were observed.
ACCESS:	Subject is partly bounded by paved roads. I assume that access to and from Monksdale Road could be used. Direct access to and from Sunset Avenue access is physically possible, but less likely to be approved with Monksdale frontage owned.
FLOOD ZONE:	Subject is not mapped in a FEMA identified 100 year flood hazard zone The applicable map is 35005C1635D. Effective Map Date = 9-25-2009. A recent flood has challenged previous flood flow assumptions. A prospective buyer is cautioned to make further investigation of flooding issues if they might be of critical concern. A two pipe culvert under South Sunset outlets water near the intersection of Monksdale and Sunset.

Comments

Subject is a relatively large parcel. It's 2240 feet of frontage along Monksdale is very substantial. The City of Roswell also owns much of Tracts C and F to the north of subject. I doubt that platted "Glen Drive" will ever be developed. There could be some good reasons to square up the site to be sold rather than tie up the whole 2240 feet of frontage along Monksdale and leave low value land unsold to the north of the subject tract and south of Church on the Move.

HIGHEST AND BEST USE ANALYSIS

Proper application of the traditional appraisal process requires that a subject property be appraised at its "highest and best use".

Highest and Best Use is defined as:

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

This definition is from the Dictionary of Real Estate Appraisal, Fifth edition, page 108, published by the Appraisal Institute in 2015.

Site - As Vacant

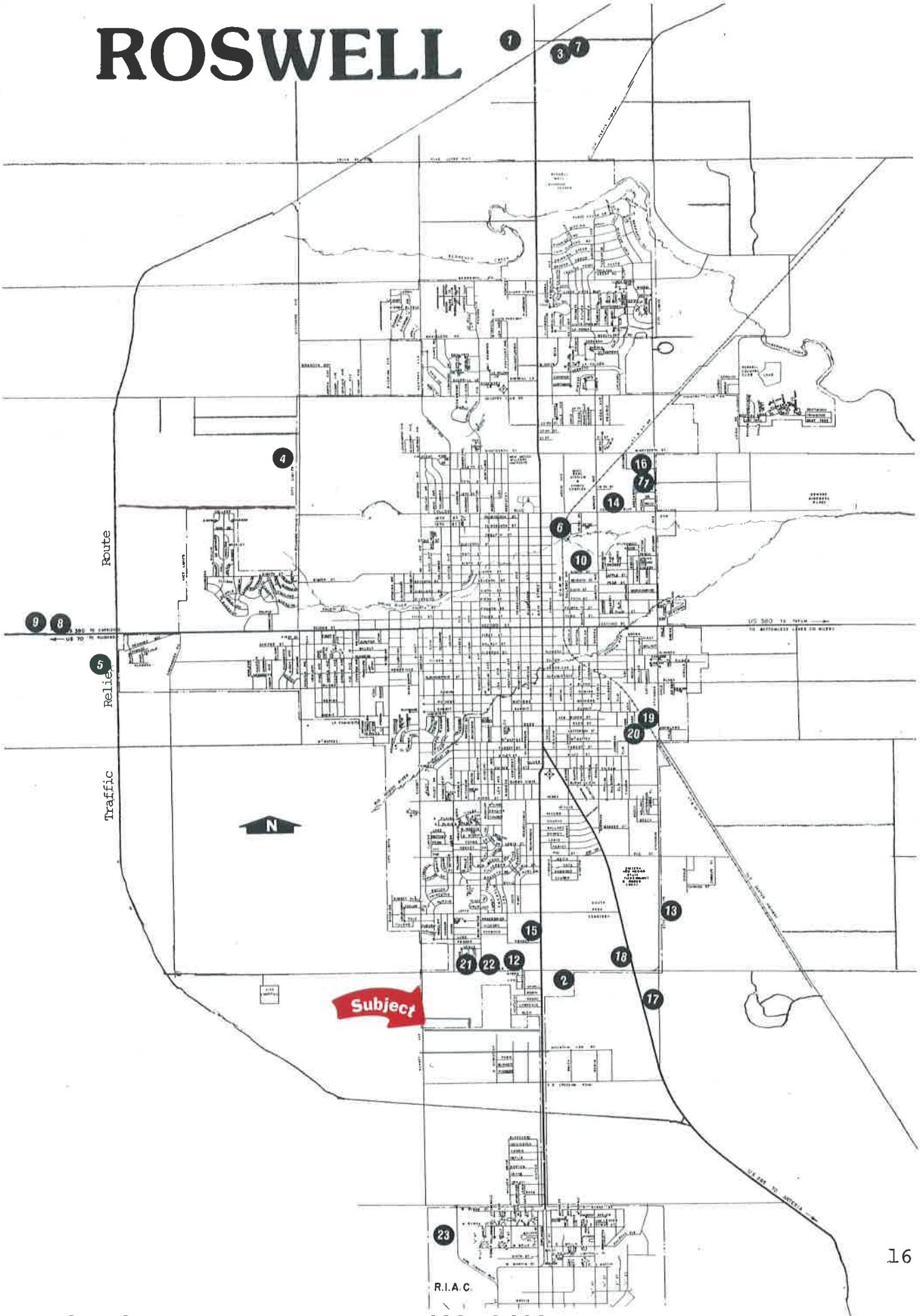
The subject site is zoned "I-2, Heavy Industrial". The land has a slight slope west to east. The subject site is a corner with frontage on South Sunset Avenue and Monksdale Road. Direct ingress and egress onto Sunset Avenue might be denied only because of subject's extensive frontage along Monksdale. Full use of the entire site should be possible.

No water or sewer lines run along the subject parcel or touch it at this time. There is a water line and fire plug at the southwest corner of the firefighting training facility. If needed, a new water line could probably be extended from that location to the subject site at the private owners' expense. New sewer lines are expensive to build. The closest line is at the northwest corner of the Church on the Move site at Brasher and Union. An owner of subject planning a business with low utility service needs would probably be approved for a new well and allowed use of a septic tank or similar system for wastewater disposal.

Some commercial or industrial land sales and development occur in the subject neighborhood on an ongoing basis. Most of that recent activity has taken place along East Brasher Road and South Main. A couple of land sales near Brasher and Washington Avenue have transpired recently, so development of those sites may be imminent. A self-storage project is reportedly planned for a site at the northeast corner of West Brasher Road and South Washington Avenue. Land prices in the subject neighborhood have been relatively modest over a long time frame.

Development of new commercial or industrial properties at South Sunset and Monksdale will probably be feasible as long as utility needs can be done without need for a public sewer line. Self-storage units are a possible use, as are shop/warehouse or light manufacturing buildings.

Given the factors cited, the appraiser estimates the highest and best use of the subject site as vacant, would be development of one or more light industrial uses at the immediate corner of Sunset and Monksdale, and eventual sale and or development of land to the east that is likely to become excess land to a buyer of subject. If a significant part of the easterly land is in fact excess to a buyer's immediate needs, gradual development of land to the east is likely to take several years.


ROSWELL
Route
Relief
Traffic
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Subject
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COMMERCIAL LAND SALES

Comp	Closing Date	MLS #	Address or Approx. Location	Buyer(s)	Land Sale Price	Land Size In Acres	Sale Price Per Acre	Comments
1	5/7/2015	MLS100860	6128 N. Commerce	Roswell Studios	$50,000	5.000	10,000	Far North Edge of Town
2	9/29/2016	WD772658	200 E. Brasher	Nelson Family Enterprises	$39,900	2.591	15,399	New Frito Lay Warehouse
3	1/31/2017	R6731145	6090 Cumbres	Jim Campbell	$8,000	0.842	9,501	Far Edge of Town land
4	3/1/2017	D786P67	1800 N. Sycamore	Fresquez	$228,750	15.250	15,000	Good tract. Develop self stg
5	9/292017	D7921385	E Side Wooldridge& Margaret	Jeffery Owen	$140,000	24.818	5,641	Large tract near bypass
6	2/28/2017	D1801787	1305 N. Virginia	PT Productions, Inc.	$95,000	2.810	33,808	Lrg sloping midblock site.
7	11/7/2017	D794P979	6112 Cumbres	Quality Cast, LLC	$8,000	0.842	9,501	Far Edge of Town land
8	4/1/2018	D7861225	4719 W. Second	Redden	$40,000	3.529	11,333	Good site on far west side.
9	4/27/2018	MLS101829	4906 W. Second	Viltchinski	$45,000	3.780	11,905	Corner on far w edge Roswell
10	9/20/2018	MLS102875	800 N. Garden	Tuscany	$160,000	10.990	14,559	Land south of sale barn
11	8/2/2019	MLS102716	1800 N. Atkinson	Barejas	$80,000	2.033	39,350	Johnnies Automotive
12	4/1/2019	MLS190133	407 W. Brasher	Silva, Alfredo	$30,000	2.800	10,714	Lot on south edge of town.
13	7/16/2019	MLS171519	S. Atkinson near Jail	Grado	$58,500	15.950	3,668	Lrg edge of town parcel
14	12/26/2019	MLS190065	611 E. College	Redmex Inv.	$250,000	14.081	17,754	Prairie Dog Tract. N Side
15	1/8/2020	MLS101828	3200 Blk S. Main	Nasrallah	$160,000	20.000	8,000	Large tact
16	11/2/2020	202007760	1302 E. 19th	Jeremy Kohler	$105,000	2.033	51,647	Corner of 19th & Atkinson
17	4/27/2021	MLS200937	3900 Blk SE Main	Graves Trust	$75,000	12.640	5,934	Lrg edge of town parcel
18	6/1/2021	MLS200657	515 E. Brasher	Admiral Beverage	$225,000	23.630	9,522	Lrg parcel for beer warehouse
19	7/1/2022	7221000	1000 S. Atkinson	Hilton, Robert	$130,000	11.856	10,965	Lrg parcel for towing & salvage yd
20	7/27/2022	MLS202021	901-907 E. McGaffey	Miranda	$45,000	1.157	38,894	Four adjacent urban lots
21	1/13/2023	MLS201624	505 W. Brasher	Silva, Alfredo	$100,000	9.572	10,447	Lrg square tract by PO
22	5/31/2024	MLS20235315	505 W. Brasher	Jaramillo, Theodore	$400,000	9.572	41,789	End user sale for self stg units
23	2/20/2025	20250220	42 W. Earl Cummings Loop	Arc Prefab	$678,500	45.230	15,001	Sale of Industrial Land at the RIAC
Subject	3/5/2025	NA	NE Cor S Sunset & Monksdal	Undisclosed	$242,000	30.296	7,988	Edge of town industrial land

Current Valuation

3-5-2025

Analysis Of The Comparable Land Sales

Twenty three sales of land suitable for commercial or industrial land use are summarized on the attached land sales chart. They ranged in selling price from a low of $3,668 per acre up to $51,647 per acre which is $1.18 per square foot for the southwest corner of North Atkinson and East College. Several sales have taken place at or near $10,000 per acre, with many having better utility proximity than does subject.

The subject site has a high ratio of paved street frontage in relation to its size. Its land price at my appraised value would be an affordable amount for one user or if the subject land were later subdivided for four to ten acre tracts.

I gave the most weight to comparable land sales #7, 8, 9, 13, 15, 17, and 18. A good site at the northeast corner of West Brasher and South Washington sold twice recently for $100,000 which was $10,447 per acre before reselling to an end user planning a ministorage who paid $41,789 per acre which was 95 cents per square foot. That upper range level of land prices has only been shown to be generally acceptable for sites with good arterial visibility selling in sizes of one to three acres and having all needed utilities available.

Based upon my analysis of the subject property and my comparison of it to the sold land comparables; I estimate the market value of the entire subject 30.296 acre site in one transaction as of February 28, 2025 at approximately $8,000 per acre.

And: 30.296 acres times $8,000 per acre = $242,368 Rounded To $242,000

Subject property market value estimate = $242,000



CERTIFICATION

The appraiser certifies and agrees that:

1. The appraiser has no present or contemplated future interest in the property appraised; and neither the employment to make the appraisal, nor the compensation for it, are contingent upon the appraised value of the property or any future action or event subsequent to the appraisal.

2. The appraiser has no personal interest in or bias with respect to the subject matter of the appraisal report or the parties in title.

3. The appraiser has personally inspected the subject property and the neighborhood. To the best of the appraiser's knowledge and belief, all statements and information in this report are true and correct, and the appraiser has not knowingly withheld any pertinent information.

4. This appraisal report sets forth all of the limiting conditions (imposed by the terms of the assignment or by the undersigned) affecting the analyses, opinions, and conclusions in the report.

5. The value conclusion reported herein has been developed in accordance with traditional appraisal procedures and the analyses are done in compliance with the reporting requirements of the Uniform Standards Of Appraisal Practice, (USPAP) and the New Mexico Appraisers Board.

6. All analysis, conclusions and opinions set forth in this appraisal were personally prepared by the undersigned.

7. As of the date of this report, I am currently certified and in good standing under requirements of the appraiser continuing education program of the State of New Mexico.

8. I assume that all parties to the decision making process will be well advised and acting in the best interest of their principal or community.

Appraiser: Ed McClelland Date: 3-5-2025
Ed McClelland, NM 171-G

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

1. The legal description utilized is assumed to be a complete and accurate description of the subject property.

2. No responsibility is assumed for matters which are legal in nature. The property title is assumed to be marketable and free of liens. No effort was made to check for adverse subdivision covenants, atypical zoning limitations, or deed restrictions unless otherwise mentioned in the report. It is assumed that no adverse usage restrictions or conditions exist unless specifically mentioned.

3. The subject's title is valued as a typical fee simple estate. I assume that city water service would be available if the property owner agreed to pay the cost of extending a line from the firefighting academy that would meet the City approval.

4. It is assumed that there are no hidden or unapparent easements or conditions of the neighborhood or soil etc. which would render the subject more or less valuable or prevent its development or require future owners to expend funds in conjunction with prior owner soil or water pollution actions.

5. I assume that all parties to the decision making process will be well advised and acting in the best interest of their principal or community. I assume that most commercial and light industrial land uses allowed under the Industrial Zoning for the subject site would be approved for future use on the subject site.

6. I assume that City Leaders will give some consideration to the fact that the City lacks funding to develop major buildings in the area.

7. The value estimate in this report is in the purchasing power of the dollar as of the date of valuation.

This report is subject to the following limiting conditions:

1. No liability is assumed for any condition or variance that a true and correct survey might reveal.

2. The information contained in this report was obtained from sources the appraiser believes reliable, but its authenticity and accuracy is not guaranteed. Secondary confirmations and verifications were made only where a special need was indicated.

3. The appraiser has valued the subject land as if owned free and clear in fee simple.

4. The appraiser is not required to give testimony or appear in court regarding this appraisal unless previously arranged. Any court ordered appearance regarding the appraisal would be charged to the responsible party at a professional hourly rate.

5. The conclusions and contents of this appraisal are the property of the client and are kept confidential unless and util they are publicly released by the client.

6. This report may be copied in full or in part to facilitate actions and decision making regard the property.

ARTICLE 40: I-2 HEAVY INDUSTRIAL DISTRICT

Section 1. Purpose

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

Section 2. Use Regulations

A. Permitted uses are as follows:

1. Any use permitted in the I-1 District
2. Any primary use which includes heavy manufacturing, fabrication, assembly, disassembly, processing, and/or treatment of goods and products
3. Food and grain processing, canning, and storage, including meat, fish, and poultry
4. Foundries, iron works, and steel fabricating
5. Livestock feed and sales yards
6. Recycling center with outside storage as a principal use, such as a junk yards
7. Petroleum products including refining and storage
8. Saw mills and other types of mills
9. Any other use that is similar and comparable to those listed above

B. Special Uses are as follows:

1. Any special use permitted in the I-1 District
2. Mining, loading, and hauling of sand, gravel, top soil, or other aggregate or minerals, including equipment and buildings or structures for screening, crushing, mixing, washing, storage, or office purposes
3. Recycling activities with a structure and permanent outside storage. All outside storage shall be screened with a minimum of an 8 foot high solid wall except for access openings, with a maximum opening of 16 feet with a solid gate(s)
4. Sexually Oriented Business

ARTICLE 41: RESERVED

ARTICLE 38: I-1 LIGHT INDUSTRIAL DISTRICT

Section 1. Purpose

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

Section 2. Use Regulations

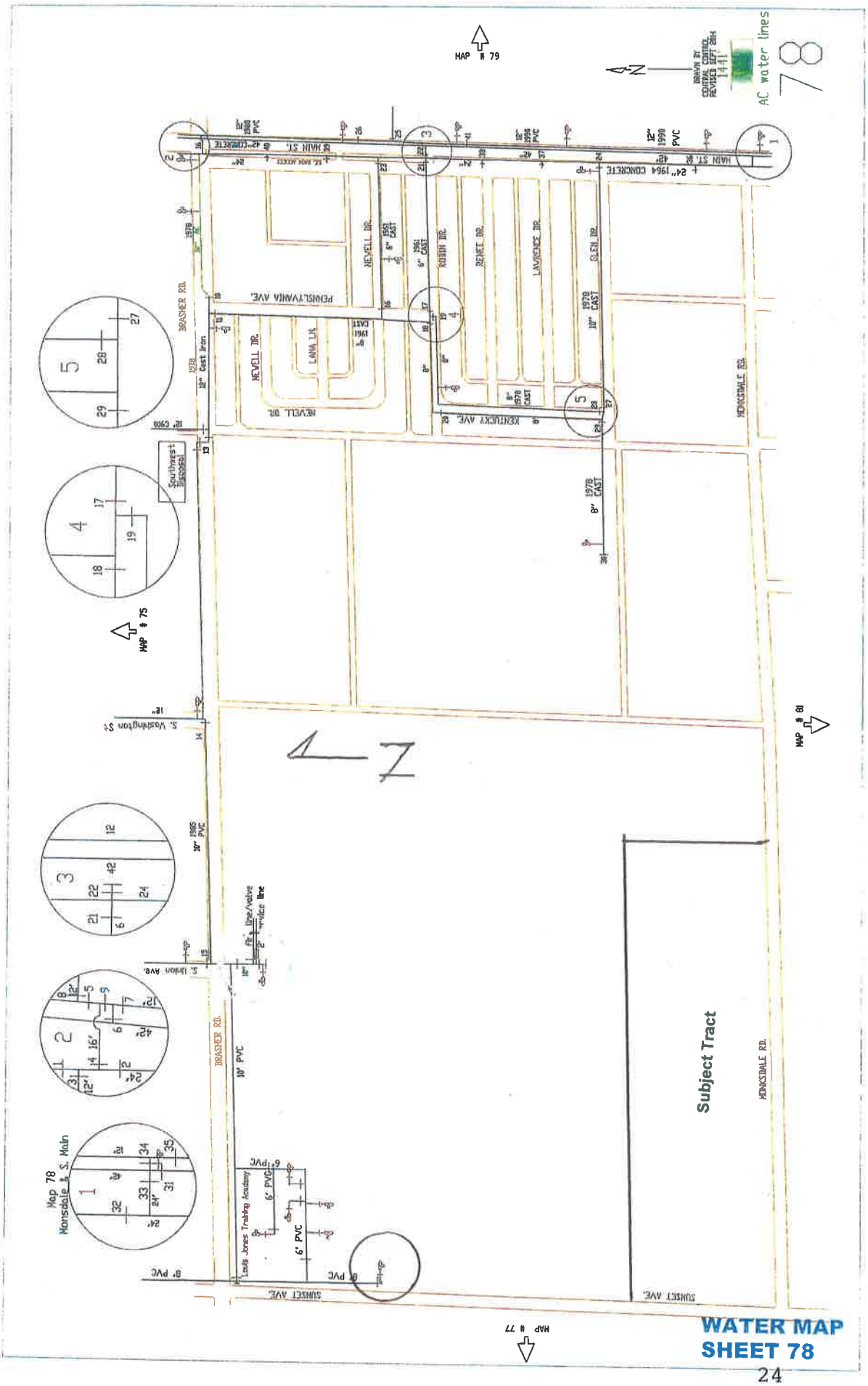
A. Permitted Uses are as follows:

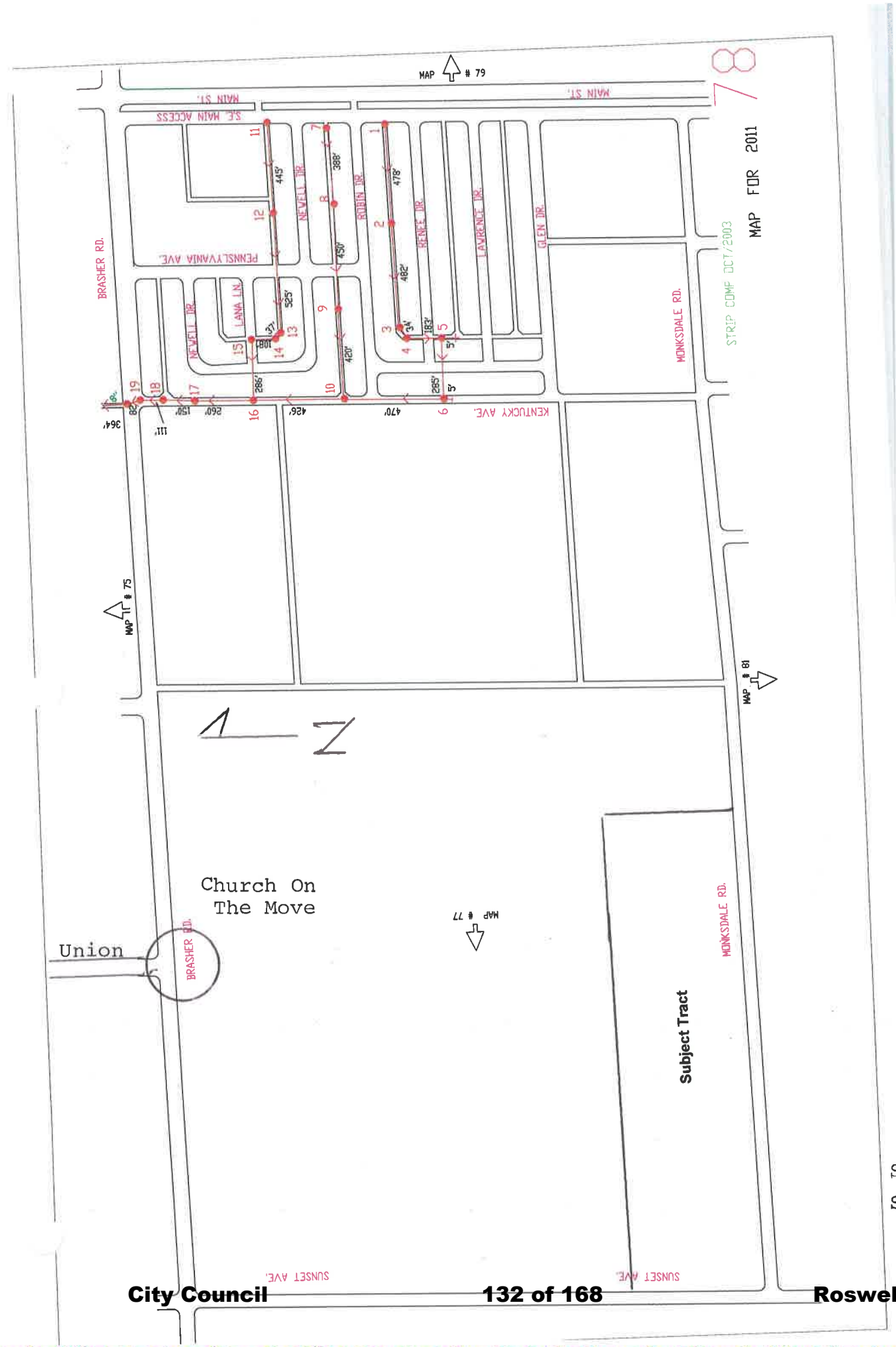
1. Any use permitted in the C-2 districts, except for assisted living homes, group care homes, convalescent homes, and retirement centers, etc.
2. Any primary use which includes light manufacturing, fabrication, assembly/disassembly, processing or treatment of goods and products
3. Bottling works
4.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

B. Special Uses are as follows:

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

ARTICLE 39: RESERVED


MAP # 79
MAP # 75
MAP # 81
MAP # 77
AC water lines
87
Subject Tract
BRASHER RD.
HENKSDALE RD.
MAIN ST.
PENNSYLVANIA AVE.
NEVELL DR.
LANA LN.
KENTUCKY AVE.
ROBIN DR.
RENEE DR.
LAWRENCE DR.
GLEN DR.
SUNSET AVE.
S. Union Ave.
S. Washington St.
Louis Jones Training Academy
Map 78
Hornsdale & S. Main
WATER MAP
SHEET 78



Sewer Line Map
Sheet 78

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

State of New Mexico

Real Estate Appraisers Board

HEREBY CERTIFIES THAT

Edward W. McClelland

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

General Certified Appraiser

License No. 171-G Issued 12/1/1990 Expires 4/30/2025

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

APPRAISER QUALIFICATIONS

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

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

EDUCATION

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

GENERAL CERTIFIED APPRAISER – NM License #171G

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

APPRAISAL COURSES

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

PROFESSIONAL OFFICES HELD

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

APPRAISAL EXPERIENCE – Ed McClelland

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

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

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

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

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

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

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

OTHER QUALIFICATIONS

Licensed New Mexico Real Estate Broker.
Realtor Member of National Association of Realtors.
Realtor Member of the Roswell Board of Realtors & MLS.
SRA Designation earned in 1979. Did not renew after 1994.

RECERTIFICATION

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

LICENSE EXPIRATION DATE

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

PARTIAL LIST OF APPRAISAL SEMINARS TAKEN – Ed McClelland

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

ORDINANCE 25-03
AN ORDINANCE FOR THE PURCHASE AND SALE OF REAL PROPERTY

WHEREAS, Seller, the City of Roswell, is the owner of a certain tract of real property which is described in more detail shown on Exhibit A attached hereto and made part hereof (the "Property") The Property shall mean net usable acres and shall not include real property burdened by permanent rights-of-way for public roads, drainage or utilities; and

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

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

SECTION 1. **LOCATION:** The property will be comprised of the following (the "Property"): Land totaling approximately 7.53 acres located at South Sunset Avenue and Monksdale Road, Roswell, Chaves County, New Mexico (the "Land"), as approximately shown on Exhibit A of the PURCHASE AND SALE CONTRACT, Exhibit 2.

SECTION 2. **PURCHASE PRICE-** The total purchase price for the Property shall be SIXTY THOUSAND TWO HUNDRED FORTY AND NO/100 DOLLARS ($60,240.00). The Purchase Price, subject to any prorations set forth in Section 12 of the PURCHASE AND SALE CONTRACT shall be paid to Seller at closing as hereinafter defined (the "Closing"). This property was independently appraised at $60,240.00, Exhibit 2 and Exhibit 4 (Appraisal Sunset & Monksdale Land)

SECTION 3. **PURPOSE AND INTENT** This ordinance is adopted for the purpose of selling real property owned by the City of Roswell that has no municipal purpose and to create new jobs and place this property back on the tax rolls with a beneficial use to the community. This has been determined in accordance with Ordinance 24-03, Exhibit 3 and Exhibit 1 (Communication Letter 7.53 acres S Sunset and Monksdale Rd.)

SECTION 4 **TERMS:** This property is sold in Fee Simple. All other conditions are as provided in Exhibit 2, Purchase and Sale Contract.

SECTION 5. **REPEALER:** All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 6. **SEVERANCE:** If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

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

PASSED, ADOPTED, SIGNED and APPROVED ___,

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

DRAFT

Regular City Council Meeting 24.
Meeting Date: 06/12/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approve the award of the Hobson Flood Mitigation Project to Constructors Inc. in the amount of $7,513,529.03, which includes GRT. (Corn/MacCornack)

BACKGROUND:
Initiated by: James MacCornack

Bids received on May 13, 2025, for the subject project have been reviewed. A Bid Tabulation is attached. Three bids were received as follows: (Amounts include tax of 8.2708%).

- Constructors Inc., Carlsbad, NM $7,513,529.03
- J&H Services Inc., Albuquerque, NM $9,122,924.41
- KE&G Construction Inc., Alamogordo, NM $9,968,267.35

Upon completion of review, Constructors Inc. is the qualified low bidder. It is recommended to award this project to Constructors Inc. in the amount of $7,513,529.03, which includes GRT.

FINANCIAL CONSIDERATION
Funding is per Water Trust Board Grant WPF-5949. Balance available is $8,551,262.

LEGAL REVIEW:
Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval (3-1) with Councilor Heldenbrand voting no, at its meeting on June 5, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments
ATT 1 - Recommendation of award and bid tabulation

ROSWELL
Engineering

To: Arely Peek
Purchasing

May 14, 2025

Re: Recommendation of Award
Hobson Road Improvements
Bid No. ITB-25-007, WPF 5949

Bids received on May 13, 2025 for the subject project have been reviewed. A Bid Tabulation is attached. Three bids were received as follows: (Amounts include Tax of 8.2708% as project payouts will not be until after July 1, 2025). The following amounts are for full project scope of work with NO ALTERNATE DEDUCT.

1. Constructors Inc., Carlsbad, NM $7,513,529.03
2. J&H Services Inc., Albuquerque, NM $9,122,924.41
3. KE&G Construction Inc., Alamogordo, NM $9,968,267.35

Upon completion of review, I hereby recommend award of this project to Constructors' Inc. in the amount of $7,513,529.03. This project is recommended as full scope of work, Base Bid. This bid included an alternate deduct, in case full scope of work would be over the budget amount available. The current budget amount available from loan/grant WPF-5949 is $8,551,262. Funding is sufficient for full scope of work.

Sincerely,

Louis Najar, P.E.
City Engineer

xc: Finance
Project Files

CITY OF ROSWELL
NEW MEXICO

Engineer's Bid Tabulation
ITB-25-007, WPF-5949
Hobson Road Improvements

Bid Opening of May 13, 2025

ITEM NO.	BID ITEM DESCRIPTION	CONTRACT QUANTITY	CONTRACT UNIT	ENGINEER'S EST. COST	ENGINEER'S EST. AMOUNT	CONSTRUCTORS UNIT COST	CONSTRUCTORS AMOUNT	J&H SERVICES UNIT COST	J&H SERVICES AMOUNT	KE&G UNIT COST	KE&G AMOUNT
	BASE BID										
203000	UNCLASSIFIED EXCAVATION	11085	CY	$ 15.00	$166,275.00	$ 22.00	$243,870.00	$ 25.00	$277,125.00	$ 60.00	$665,100.00
207000	SUBGRADE PREPARATION	12129	SY	$ 3.00	$36,387.00	$ 3.25	$39,419.25	$ 2.80	$33,961.20	$ 25.00	$303,225.00
213000	OBLITERATING OLD ROAD	0.04	MILE	$ 200,000.00	$8,000.00	$ 85,000.00	$3,400.00	$ 120,000.00	$4,800.00	$ 322,600.00	$12,904.00
301000	FULL DEPTH RECLAMATION	25112	SY	$ 11.00	$276,232.00	$ 4.70	$118,026.40	$ 7.00	$175,784.00	$ 11.00	$276,232.00
301005	BITUMINOUS RECYCLING AGENT	236	TON	$ 1,300.00	$306,800.00	$ 1,400.00	$330,400.00	$ 850.00	$200,600.00	$ 1,800.00	$424,800.00
301015	MINERAL FILLER (CEMENT)	204	TON	$ 450.00	$91,800.00	$ 300.00	$61,200.00	$ 600.00	$122,400.00	$ 167.00	$34,068.00
303000	GRAVEL BASE COURSE	3058	TON	$ 45.00	$137,610.00	$ 30.00	$91,740.00	$ 36.00	$110,088.00	$ 94.00	$287,452.00
407000	ASPHALT MATERIAL FOR TACK COAT	5	TON	$ 1,500.00	$7,500.00	$ 700.00	$3,500.00	$ 850.00	$4,250.00	$ 2,923.00	$14,615.00
408100	PRIME COAT MATERIAL	65	TON	$ 1,500.00	$97,500.00	$ 650.00	$42,250.00	$ 850.00	$55,250.00	$ 1,240.00	$80,600.00
414130	COLD MILLING (ASPHALT) 3"	25112	SY	$ 5.00	$125,560.00	$ 2.10	$52,735.20	$ 6.00	$150,672.00	$ 3.70	$92,914.40
414xxx	COLD MILLING (ASPHALT) 2"	4441	SY	$ 4.00	$17,764.00	$ 1.85	$8,215.85	$ 4.50	$19,984.50	$ 4.75	$21,094.75
414xxx	COLD MILLING (ASPHALT) 0-4"	140	SY	$ 2.00	$280.00	$ 10.00	$1,400.00	$ 7.00	$980.00	$ 85.00	$11,900.00
416114	MINOR PAVEMENT SP-IV	7753	TON	$ 125.00	$969,125.00	$ 100.00	$775,300.00	$ 115.00	$891,595.00	$ 184.00	$1,426,552.00
502036	DRILLED SHAFT FOUNDATION 36" DIAMETER	32	LF	$ 815.00	$26,080.00	$ 400.00	$12,800.00	$ 390.00	$12,480.00	$ 492.00	$15,744.00
502042	DRILLED SHAFT FOUNDATION 42" DIAMETER	32	LF	$ 1,100.00	$35,200.00	$ 440.00	$14,080.00	$ 450.00	$14,400.00	$ 571.00	$18,272.00
511000	STRUCTURAL CONCRETE CLASS A	2338	CY	$ 1,000.00	$2,338,000.00	$ 945.00	$2,209,410.00	$ 925.00	$2,162,650.00	$ 334.00	$780,892.00
511990	PRECAST CONCRETE BOX CULVERT, 4' X 3'	1074	LF	$ 725.00	$778,650.00	$ 700.00	$751,800.00	$ 1,030.00	$1,106,220.00	$ 1,286.00	$1,381,164.00
540060	REINFORCING BARS GRADE 60	110784	LB	$ 2.90	$321,273.60	$ 1.50	$166,176.00	$ 1.50	$166,176.00	$ 2.50	$276,960.00
570024	24" CULVERT PIPE	456	LF	$ 225.00	$102,600.00	$ 200.00	$91,200.00	$ 175.00	$79,800.00	$ 310.00	$141,360.00
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	$ 75,000.00	$75,000.00	$ 40,000.00	$40,000.00	$ 150,000.00	$150,000.00	$ 65,000.00	$65,000.00
603281	SWPPP PLAN PREPARATION AND MAINTENANCE	1	LS	$ 35,000.00	$35,000.00	$ 5,000.00	$5,000.00	$ 21,000.00	$21,000.00	$ 29,511.00	$29,511.00
608004	CONCRETE SIDEWALK 4"	158	SY	$ 110.00	$17,380.00	$ 110.00	$17,380.00	$ 110.00	$17,380.00	$ 241.00	$38,078.00
609324	CONCRETE SLOPED CURB AND GUTTER 6" X 24"	5961	LF	$ 40.00	$238,440.00	$ 41.00	$244,401.00	$ 40.00	$238,440.00	$ 61.00	$363,621.00
613000	CLEANING CULVERTS AND DRAINAGE STRUCTURES	1	LS	$ 35,000.00	$35,000.00	$ 30,000.00	$30,000.00	$ 28,000.00	$28,000.00	$ 76,143.00	$76,143.00
621000	MOBILIZATION	1	LS	$ 740,000.00	$740,000.00	$ 600,000.00	$600,000.00	$ 800,000.00	$800,000.00	$ 697,277.25	$697,277.25
623600	JUNCTION BOX	1	EA	$ 15,000.00	$15,000.00	$ 12,000.00	$12,000.00	$ 21,000.00	$21,000.00	$ 16,000.00	$16,000.00
701000	PANEL SIGNS	198	SF	$ 31.00	$6,138.00	$ 24.00	$4,752.00	$ 38.00	$7,524.00	$ 31.25	$6,187.50
701030	REMOVE AND RESET PANEL SIGNS	15	EA	$ 612.00	$9,180.00	$ 300.00	$4,500.00	$ 530.00	$7,950.00	$ 274.00	$4,110.00
701100	STEEL POST AND BASE FOR ALUMINUM PANEL SIGNS	422	LF	$ 21.00	$8,862.00	$ 15.00	$6,330.00	$ 30.00	$12,660.00	$ 25.00	$10,550.00
702238	BARRICADE, TYPE III-8'	4	EA	$ 340.00	$1,360.00	$ 1,000.00	$4,000.00	$ 2,300.00	$9,200.00	$ 2,700.00	$10,800.00
70280X	TRAFFIC CONTROL PLAN	1	LS	$ 80,000.00	$80,000.00	$ 130,000.00	$130,000.00	$ 350,000.00	$350,000.00	$ 246,063.00	$246,063.00
704000	RETROREFLECTORIZED PAINTED MARKING 4"	24164	LF	$ 0.29	$7,007.56	$ 0.25	$6,041.00	$ 0.95	$22,955.80	$ 0.80	$19,331.20
704003	RETROREFLECTORIZED PAINTED MARKING 8"	2795	LF	$ 1.51	$4,220.45	$ 1.70	$4,751.50	$ 2.35	$6,568.25	$ 2.20	$6,149.00
704005	RETROREFLECTORIZED PAINTED MARKING 24"	879	LF	$ 6.00	$5,274.00	$ 5.00	$4,395.00	$ 16.00	$14,064.00	$ 14.70	$12,921.30
704009	RETROREFLECTORIZED PAINTED MARKING RIGHT ARROW	2	EA	$ 250.00	$500.00	$ 190.00	$380.00	$ 301.00	$602.00	$ 280.50	$561.00
704010	RETROREFLECTORIZED PAINTED MARKING LEFT ARROW	9	EA	$ 250.00	$2,250.00	$ 190.00	$1,710.00	$ 301.00	$2,709.00	$ 280.50	$2,524.50
704035	RETROREFLECTORIZED PAINTED RAILROAD CROSSING	3	EA	$ 520.00	$1,560.00	$ 350.00	$1,050.00	$ 804.00	$2,412.00	$ 735.00	$2,205.00
704728	HOT THERMOPLASTIC PAVEMENT MARKING YIELD LINE	36	LF	$ 25.60	$921.60	$ 30.00	$1,080.00	$ 54.00	$1,944.00	$ 48.00	$1,728.00
705000	SIGNAL/LIGHTING SYSTEM START-UP COSTS	1	ALOW	$ 15,000.00	$15,000.00	$ 15,000.00	$15,000.00	$ 15,000.00	$15,000.00	$ 15,000.00	$15,000.00
706010	SERVICE POLE (COMBINATION WITH UPS)	1	EA	$ 11,500.00	$11,500.00	$ 28,000.00	$28,000.00	$ 35,000.00	$35,000.00	$ 35,500.00	$35,500.00
707340	TYPE III STANDARD 40' ARM	3	EA	$ 41,670.00	$125,010.00	$ 45,000.00	$135,000.00	$ 51,000.00	$153,000.00	$ 60,897.00	$182,691.00
707360	TYPE III STANDARD 60' ARM	3	EA	$ 51,500.00	$154,500.00	$ 56,000.00	$168,000.00	$ 66,000.00	$198,000.00	$ 80,202.00	$240,606.00
709020	RIGID ELECTRICAL CONDUIT (2" DIA)	23	LF	$ 22.00	$506.00	$ 29.00	$667.00	$ 31.00	$713.00	$ 27.00	$621.00
709030	RIGID ELECTRICAL CONDUIT (3" DIA) (TRENCH)	172	LF	$ 26.00	$4,472.00	$ 35.00	$6,020.00	$ 33.00	$5,676.00	$ 29.00	$4,988.00
709030	RIGID ELECTRICAL CONDUIT (3" DIA) (BORE)	840	LF	$ 26.00	$21,840.00	$ 65.00	$54,600.00	$ 100.00	$84,000.00	$ 87.00	$73,080.00

710000	ELECTRICAL PULL BOX STANDARD	3	EA	$ 1,500.00	$4,500.00	$ 1,400.00	$4,200.00	$ 4,700.00	$14,100.00	$ 4,087.00	$12,261.00
710010	ELECTRICAL PULL BOX LARGE	1	EA	$ 1,500.00	$1,500.00	$ 1,700.00	$1,700.00	$ 2,500.00	$2,500.00	$ 2,255.00	$2,255.00
711002	MULTI CONDUCTOR CABLE 2	1058	LF	$ 2.66	$2,814.28	$ 3.00	$3,174.00	$ 3.00	$3,174.00	$ 3.00	$3,174.00
711005	MULTI CONDUCTOR CABLE 5	253	LF	$ 2.66	$672.98	$ 4.00	$1,012.00	$ 8.00	$2,024.00	$ 7.60	$1,922.80
711007	MULTI CONDUCTOR CABLE 7	275	LF	$ 3.42	$940.50	$ 5.00	$1,375.00	$ 12.00	$3,300.00	$ 10.30	$2,832.50
711020	MULTI CONDUCTOR CABLE 20	589	LF	$ 6.10	$3,592.90	$ 7.00	$4,123.00	$ 18.00	$10,602.00	$ 15.80	$9,306.20
711104	SINGLE CONDUCTOR 4	577	LF	$ 3.00	$1,731.00	$ 4.00	$2,308.00	$ 4.00	$2,308.00	$ 3.80	$2,192.60
711210	SINGLE CONDUCTOR 1/0	450	LF	$ 6.10	$2,745.00	$ 6.00	$2,700.00	$ 8.00	$3,600.00	$ 7.00	$3,150.00
711220	SINGLE CONDUCTOR 2/0	26	LF	$ 2.30	$59.80	$ 7.00	$182.00	$ 15.00	$390.00	$ 19.50	$507.00
712031	3 SECTION TRAFFIC SIGNAL ASSEMBLY	11	EA	$ 1,000.00	$11,000.00	$ 900.00	$9,900.00	$ 1,300.00	$14,300.00	$ 1,500.00	$16,500.00
712041	4 SECTION TRAFFIC SIGNAL ASSEMBLY	3	EA	$ 1,073.00	$3,219.00	$ 1,100.00	$3,300.00	$ 1,600.00	$4,800.00	$ 1,420.00	$4,260.00
712051	5 SECTION TRAFFIC SIGNAL ASSEMBLY	5	EA	$ 1,400.00	$7,000.00	$ 1,400.00	$7,000.00	$ 1,900.00	$9,500.00	$ 1,694.00	$8,470.00
712202	PEDESTRIAN COUNTDOWN	8	EA	$ 1,000.00	$8,000.00	$ 1,000.00	$8,000.00	$ 1,300.00	$10,400.00	$ 1,124.00	$8,992.00
712330	3 SECTION BACKPLATE	11	EA	$ 250.00	$2,750.00	$ 180.00	$1,980.00	$ 200.00	$2,200.00	$ 180.00	$1,980.00
712340	4 SECTION BACKPLATE	3	EA	$ 199.00	$597.00	$ 200.00	$600.00	$ 295.00	$885.00	$ 257.00	$771.00
712350	5 SECTION BACKPLATE	5	EA	$ 400.00	$2,000.00	$ 250.00	$1,250.00	$ 350.00	$1,750.00	$ 304.00	$1,520.00
713025	ACCESSIBLE PEDESTRIAN SIGNAL PUSH BUTTON	8	EA	$ 2,500.00	$20,000.00	$ 1,300.00	$10,400.00	$ 2,400.00	$19,200.00	$ 2,130.00	$17,040.00
713420	PHASE SELECTOR RACK, 2 CHANNEL	8	EA	$ 4,500.00	$36,000.00	$ 4,200.00	$33,600.00	$ 5,700.00	$45,600.00	$ 5,005.00	$40,040.00
713511	OPTICAL DETECTOR, 1 DIRECTION, 1 CHANNEL	4	EA	$ 2,850.00	$11,400.00	$ 1,200.00	$4,800.00	$ 1,300.00	$5,200.00	$ 1,130.00	$4,520.00
713600	OPTICAL DETECTOR CABLE	768	LF	$ 2.30	$1,766.40	$ 3.10	$2,380.80	$ 3.00	$2,304.00	$ 3.00	$2,304.00
713826	RADAR PRESENCE DETECTOR	5	EA	$ 10,000.00	$50,000.00	$ 9,500.00	$47,500.00	$ 12,500.00	$62,500.00	$ 11,045.00	$55,225.00
713842	RADAR DETECTOR CABLE	509	LF	$ 4.25	$2,163.25	$ 4.00	$2,036.00	$ 8.00	$4,072.00	$ 8.00	$4,072.00
713843	RADAR DETECTION CABINET INTERFACE	2	EA	$ 10,000.00	$20,000.00	$ 10,000.00	$20,000.00	$ 9,500.00	$19,000.00	$ 8,300.00	$16,600.00
713xxx	ANTENNA CABLE	54	LF	$ 4.25	$229.50	$ 5.00	$270.00	$ 13.00	$702.00	$ 12.00	$648.00
714000	TRAFFIC ACTUATED CONTROLLER	1	EA	$ 12,500.00	$12,500.00	$ 9,000.00	$9,000.00	$ 9,400.00	$9,400.00	$ 8,185.00	$8,185.00
714280	8-PHASE DOUBLE-RING CONTROLLER CABINET	2	EA	$ 32,430.33	$64,860.66	$ 30,000.00	$60,000.00	$ 46,000.00	$92,000.00	$ 40,212.00	$80,424.00
716701	LED ROADWAY LUMINAIRE	4	EA	$ 914.24	$3,656.96	$ 1,200.00	$4,800.00	$ 1,300.00	$5,200.00	$ 1,164.00	$4,656.00
801000	CONSTRUCTION STAKING BY THE CONTRACTOR	1	LS	$ 80,000.00	$80,000.00	$ 50,000.00	$50,000.00	$ 170,000.00	$170,000.00	$ 202,735.00	$202,735.00
999990	RAILROAD WORK	1	LS	$ 75,000.00	$75,000.00	$ 100,000.00	$100,000.00	$ 110,000.00	$110,000.00	$ 263,153.00	$263,153.00
		BASE BID SUBTOTAL			$7,889,257.44		$6,939,571.00		$8,426,024.75		$9,206,792.00
		TAX		0.082708	$652,504.70		$573,958.03	0.082708	$696,899.66	0.082708	$761,475.35
		TOTAL BID			$8,541,762.14		**$7,513,529.03**		$9,122,924.41		$9,968,267.35

	ALTERNATE DEDUCT 1										
203000	UNCLASSIFIED EXCAVATION (DEDUCT)	(1671)	CY	$ 15.00	($25,065.00)	$ 22.00	-$36,762.00	$ 25.00	-$41,775.00	$ 33.00	-$55,143.00
207000	SUBGRADE PREPARATION (DEDUCT)	(3606)	SY	$ 3.00	($10,818.00)	$ 3.25	-$11,719.50	$ 2.80	-$10,096.80	$ 17.00	-$61,302.00
303000	GRAVEL BASE COURSE (DEDUCT)	(952)	TON	$ 45.00	($42,840.00)	$ 30.00	-$28,560.00	$ 36.00	-$34,272.00	$ 54.50	-$51,884.00
407000	ASPHALT MATERIAL FOR TACK COAT (DEDUCT)	(2)	TON	$ 1,500.00	($3,000.00)	$ 700.00	-$1,400.00	$ 850.00	-$1,700.00	$ 1,709.00	-$3,418.00
408100	PRIME COAT MATERIAL (DEDUCT)	(7)	TON	$ 1,500.00	($10,500.00)	$ 650.00	-$4,550.00	$ 850.00	-$5,950.00	$ 794.00	-$5,558.00
416114	MINOR PAVEMENT (DEDUCT)	(1203)	TON	$ 125.00	($150,375.00)	$ 100.00	-$120,300.00	$ 115.00	-$138,345.00	$ 122.00	-$146,766.00
601000	CONCRETE SLOPED CURB AND GUTTER 6" X 24" (DEDUCT)	(2868)	LS	$ 55.00	($157,740.00)	$ 41.00	-$117,588.00	$ 40.00	-$114,720.00	$ 30.00	-$86,040.00
701100	RETROREFLECTORIZED PAINTED MARKING 4"	412	LF	$ 0.29	$119.48	$ 0.25	$103.00	$ 0.95	$391.40	$ 0.81	$333.72
702238	RETROREFLECTORIZED PAINTED MARKING 8" (DEDUCT)	(102)	EA	$ 1.51	($154.02)	$ 1.70	-$173.40	$ 2.35	-$239.70	$ 2.20	-$224.40
702810	RETROREFLECTORIZED PAINTED MARKING 24" (DEDUCT)	(12)	LS	$ 10.31	($123.72)	$ 5.00	-$60.00	$ 16.00	-$192.00	$ 14.50	-$174.00
704003	RETROREFLECTORIZED PAINTED MARKING LEFT ARROW (DEDUCT)	(1)	LF	$ 250.00	($250.00)	$ 190.00	-$190.00	$ 301.00	-$301.00	$ 1.00	-$1.00
621000	MOBILIZATION (BASE BID) (DEDUCT)	(1)	LS	$ 1,000.00	($1,000.00)	$0.00	$0.00	$ 30,000.00	-$30,000.00	$ 1.00	-$1.00
		TOTAL	DEDUCT		($401,746.26)		($321,199.90)		($377,200.10)		($410,177.68)
	BASE BID+ADDITIVE ALTERNATE DEDUCT 1 SUBTOTAL				$7,085,764.92		$6,618,371.10		$8,048,824.65		$8,796,614.32
	TAX			0.082708	$586,049.45		$547,392.24		$665,702.19		$727,550.38
	BASE BID - DEDUCT + GRT SUBTOTAL				$7,671,814.37		$7,165,763.34		$8,714,526.84		$9,524,164.70

I Certify that all Information and Tabulations are Correct.

Louis Najar, P.E.

5/14/2025
Date

City Council

151 of 168

Roswell, NM

Regular City Council Meeting 25.
Meeting Date: 06/12/2025
COMMITTEE: N/A
CONTACT: Amalia Martinez **CHAIR:** Mayor Pro Tem

ACTION REQUESTED:
Consider approval of Mayor Jennings' recommendation to the Commission on Aging as follows:

Brandi Candelaria -- Position 1 - 1st full term expiring March 31, 2026
Curt Harrison - Position 6 - 1st full term expiring March 31, 2026

BACKGROUND:
Initiated by: Renewal

The membership of the commission shall consist of six (6) members and one member of the governing body. Individuals concerned with the problems of adults and elderly citizens, a significant number of whom will be minorities and persons retired from their respective careers, vocations, trades, professions or businesses.

FINANCIAL CONSIDERATION
There are no financial costs.

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:
This item did not go to a committee.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

COA - Brandi Candelaria and Curt Harrison

ROSWELL
New Mexico

City of Roswell
Office of the Mayor

MEMORANDUM
City of Roswell

To: CITY COUNCIL MEMBERS

From: Timothy Z. Jennings, Mayor

Date: June 6, 2025

Subject: Recommended Appointments to be made at the June 12, 2025 City Council Meeting.

Hello all,

I recommend that the appointments listed below be scheduled for the City Council meeting on June 12, 2025. I will present this recommendation and ask for your approval that evening.

Commission on Aging

- Brandi Candelaria
  - Position 1 - 1st Term (June 12, 2025 - March 31, 2026)
- Curt Harrison
  - Position 1 - 1st Term (June 12, 2025 - March 31, 2026)

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

Regular City Council Meeting 26.
Meeting Date: 06/12/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Ordinance 25-04: Authorize to advertise for a public hearing to consider proposed Ordinance 25-04: Amending Chapter 7 Regarding Mobile Food Establishments and Itinerant Vendors. (Heldenbrand/ Mayor Pro Tem)

BACKGROUND:
Initiated by: Mayor Pro Tem Juliana Halvorson

This Ordinance simplifies licensing for short-term vendors (such as Farmer's Market vendors), creates a straightforward license scheme for food trucks, and brings Chapter 7, Article 9 into legal compliance with current case law.

FINANCIAL CONSIDERATION
Minimal change to total general revenue.

LEGAL REVIEW:
The City Attorney drafted this Ordinance.

BOARD AND COMMITTEE ACTION:
Legal Committee recommended approval 4-0 at their meeting on May 22, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Ordinance 25-04 Draft vendor License
Ordinance 25-04 Draft vendor REDLINELicense

ORDINANCE 25-04

AN ORDINANCE AMENDING CHAPTER 7 REGARDING MOBILE FOOD ESTABLISHMENTS AND ITINERANT VENDORS

WHEREAS, Chapter 3, Article 8 of the New Mexico Code provides for municipal regulation of business through registration and licensing, and

WHEREAS, current business license and registration requirements are outdated, overly burdensome, or insufficient, and

WHEREAS, it is in the public interest to have simplified and clear licensing laws;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:
SECTION Chapter 7 of the Roswell Code is amended as follows

Chapter 7 BUSINESS REGULATIONS

ARTICLE IX. MOBILE FOOD ESTABLISHMENTS AND TRANSIENT AND ITINERANT MERCHANTS AND ITINERANT VENDORS

DIVISION 1, IN GENERAL

Sec. 7-106. Definition.

(a) All definitions from 7.6.2 NMCA are incorporated into this section.

(b) A transient merchant, itinerant merchant, or itinerant vendor is defined as any person who engages in a temporary business of selling and delivering goods, wares and merchandise within the city, and who, in furtherance of such purpose, hires, leases, uses or occupies any building, structure, motor vehicle, tent, railroad boxcar, public room in hotels, lodging houses, apartments, shops, or any street, alley, or other place within the city, for the exhibition and sale of such goods, wares and merchandise.

Sec. 7-107. Enforcement.

Code enforcement and police officers of the city shall examine all places of business and persons subject to the provisions of this chapter to determine if this chapter has been complied with, and shall enforce the provisions of this chapter against any person found to be violating such provisions. The City Attorney may enforce any provision of this article as described in Sec. 7-126 and as provided in NMSA 1978, §3-38-5, in any court of competent jurisdiction.

Secs. 7-108—7-114. Reserved.

DIVISION 2, LICENSE

Sec. 7-115. Required.

Neither Mobile Food Establishments nor transient merchants shall engage in such business within the city without first obtaining a license therefor in compliance with the provisions of this article. No license shall be required of individual exhibitors and dealers participating in an organized craft, trade fair, or city sponsored event/festival providing the sponsoring organization has itself obtained a license and provides all vendors' tax IDs in its application. And documents as required under Sec. 7-118

Sec. 7-116. Application – general requirements

(a) Applicants for a license under this article shall file a written sworn application signed by the applicant if an individual, by all partners if a partnership, and by the president if a corporation, with the city, showing:

(1) The name of the person having the management or supervision of the applicant's business during the time that it is proposed that it will be carried on in the city; the local address of such person while engaged in such business; the permanent address of such person; the capacity in which such person will act, that is, whether as proprietor, agent or otherwise; the name and address of the person for whose account the business will be carried on, if any; and if a corporation, under the laws of what state the corporation is incorporated.

(2) Valid federal or state ID of the applicant.

(3) A current New Mexico Tax and Revenue taxpayer identification number or evidence of application for a current revenue division taxpayer identification number.

(4) The place in the city where it is proposed to carry on applicant's business, and the length of time during which it is proposed that such business shall be conducted.

(5) A statement of the nature, character and quality of the goods, wares or merchandise to be sold or offered for sale by applicant in the city.

(b) All applications for licenses shall be submitted at least fourteen days in advance of the period for which the license is sought.

Sec. 7-118. Additional Application Requirements- Mobile Food Vendor

In addition to the general requirements provided in 7-117, Mobile Food Establishment applications shall contain, all licenses and permits required by New Mexico Environment Department Food Service and Food Processing Regulations. All Environment Department, Food Program, food service permits must be obtained prior to approval of a vendor's license.

Sec. 7-118. Fee.

Licensees under this article shall pay a fee of $100.00 for per year.

Sec. 7-119. Compliance with applicable laws.

Mobile Food Establishments and Itinerant vendors shall comply with all applicable local, state, and federal laws and regulations.

Sec. 7-120. General requirements.

Mobile Food Establishments and Itinerant vendors are responsible for complying with the following requirements:

1. All food vendors must comply with New Mexico Environment Department Food Service and Food Processing Regulations. An Environment Department, Food Program, food service permit must be obtained prior to approval of a vendor's license.

2. All Mobile Food Establishments must present themselves within 48 hours to the Fire Mashal, at his office, upon request for fire code compliance inspections. This includes its self-contained mobile units, non-self-contained mobile units, pushcarts, and mobile support units.

3. All Mobile Food Establishments shall quarterly provide proof of proper and lawful disposal of all trash, oils, and other waste.

4. All display stands or structures must comply with any applicable City regulations.

5. All Mobile Food Establishments and Itinerant vendors must comply with the Roswell Zoning Code.

6. Vendors shall not obstruct any public road or right-of-way while engaging in business.

7. Vendors shall not occupy or obstruct the clear sight triangle at the intersection of any public road or right-of-way while engaging in business.

8. Each Mobile Food Establishment and and Itinerant vendor must have sufficient and well-maintained trash receptacles.

9. Mobile Food Establishments and Itinerant vendors shall not operate on municipal property without written permission of the Mayor or his designee.

Sec. 7-121. Investigation and issuance.

Upon receipt of an application for a license under this article, the city shall review each application for consistency with applicable planning laws and regulations. An approval or disapproval shall be indicated on the application form and signed by the Community Development Director. Approval by the Community Development Director is necessary before the City may issue any vendor's license. If such application is complete and without reason to deny, the City shall issue the appropriate license. The city shall keep a full record of all licenses issued.

Sec. 7-122. Form.

A license issued pursuant to the provisions of this article shall contain the number of the license, the date the license is issued, the nature of the business authorized to be carried on the amount of the license fee paid, the expiration date of such license, the place where such business may be carried on under such license, and the name of the person authorized to carry on such business.

Sec. 7-123. Display.

Each license issued under this article shall be posted conspicuously in the place of business named therein. In the event that the person applying for the license shall desire to do business in more than one place within the city, separate licenses may be issued for each place of business and shall be posted conspicuously in each place of business.

Sec. 7-124. Transferability.

No license issued under this article shall be transferred.

Sec. 7-125. Revocation.

(a) Consistent with NMSA 1978, §3-38-2, licenses issued pursuant to this article may be revoked by the the City, after notice and hearing, for any of the following causes:

(1) Any fraud, misrepresentation or false statements contained in the application for the license.

(2) Any fraud, misrepresentation or false statement made in connection with the selling of goods, wares or merchandise.

(3) Any violation of federal, state or municipal law.

(4)Any violation of this chapter.

(5) Conducting the business licensed under this chapter in any unlawful manner or in such a manner as to constitute a breach of the peace, constitute a menace to the health, safety or general welfare of the public, or nuisance.

(b) Notice of hearing for revocation of license shall be given in writing, setting forth specifically the grounds of the complaint and the time and place of the hearing. Such notice shall be mailed, postage prepaid, to the licensee, at his last known address, at least fourteen days prior to the date set for the hearing.

Sec. 7-126. Penalties for violation

1. Operating without a license as required by this Article shall be punished with a fine of no less than $500 per day for each violation and any other remedy allowed under NMSA 1978, §3-38-5.

2. Any violation of Sec. 7-120. general requirements shall be punishable by up to $500 per violation and any other remedy allowed under NMSA 1978, §3-38-5.

3. Any violation of this Division that results in bodily harm to a member of the public shall be punished by no less than a $500 fine and 10 days in jail, and any other remedy allowed under NMSA 1978, §3-38-5.

Secs. 7-127, 7-129. Reserved.

SECTION 2. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 3. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 4. This ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED and APPROVED ________, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

ORDINANCE 25-04

AN ORDINANCE AMENDING CHAPTER 7 REGARDING MOBILE FOOD ESTABLISHMENTS AND ITINERANT VENDORS

WHEREAS, Chapter 3, Article 8 of the New Mexico Code provides for municipal regulation of business through registration and licensing, and

WHEREAS, current business license and registration requirements are outdated, overly burdensome, or insufficient, and

WHEREAS, ~~.~~it is in the public interest to have simplified and clear licensing laws;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:
SECTION 1. Chapter 7 of the Roswell Code is amended as follows

Chapter 7 BUSINESS REGULATIONS

ARTICLE IX. MOBILE FOOD ESTABLISHMENTS AND TRANSIENT AND ITINERANT MERCHANTS AND ITINERANT VENDORS

DIVISION 1, IN GENERAL

Sec. 7-106. Definition.

(a) ~~(a)~~ All definitions from 7.6.2 NMCA are incorporated into this section.

(b) ~~For the purpose of this article, a~~A transient merchant, itinerant merchant, or itinerant vendor is defined as any person ~~, whether as owner, agent, consignee or employee, whether a resident of the city or not,~~ who engages in a temporary business of selling and delivering goods, wares and merchandise within the city, and who, in furtherance of such purpose, hires, leases, uses or occupies any building, structure, motor vehicle, tent, railroad boxcar, public room in hotels, lodging houses, apartments, shops, or any street, alley, or other place within the city, for the exhibition and sale of such goods, wares and merchandise. ~~such temporary location, does not sell from stock, but exhibits samples only for the purpose of securing orders for future delivery only. The person so engaged shall not be relieved from complying with the provisions of this chapter merely by reason of associating temporarily with any local dealer, trader, merchant or auctioneer, or by conducting such transient business in connection with, as a part of, or in the name of any local dealer, trader, merchant or auctioneer.~~

~~(b) For purposes of this chapter, "temporary" shall refer to activities whose expected duration is less than 120 consecutive hours.~~

Sec. 7-107. Enforcement ~~by police~~.

Code enforcement and police officers of the city shall examine all places of business and persons subject to the provisions of this chapter to determine if this chapter has been complied with, and shall enforce the provisions of this chapter against any person found to be violating such provisions. The City Attorney my enforce any provision of this article as described in Sec. 7-126 and as provided in NMSA 1978, §3-38-5, in any court of competent jurisdiction through actions in law or equity~~.~~

~~Code enforcement and police officers of the city shall examine all places of business and persons subject to the provisions of this chapter to determine if this chapter has been complied with, and shall enforce the provisions of this chapter against any person found to be violating such provisions.~~

Sec. 7-108. ~~City records, reports, etc~~.

~~The police department shall attain the record of fingerprints of each licensee under this chapter, together with the license number. The chief of police shall report to the business licensing clerk any complaints against any person licensed under the provisions of this chapter and any convictions for a violation of this chapter. The business licensing clerk shall keep a record of all such licenses and of such complaints and violations.~~

Sec. 7-109. ~~City's right to observe sales and inspect books.~~

~~The business licensing clerk or his designee shall have the power and authority to enter any store, building or any other place in which any temporary business regulated by this chapter may be conducted at any time during business hours for ascertaining the amount of sales made and shall at all times have access to the books of such business~~

Sec. 7-110. ~~Noise.~~

~~No licensee under this chapter, nor anyone in his behalf, shall shout, make an outcry, blow a horn, ring a bell or use any other sound device including any loud speaking radio or amplifying system upon any of the streets, alleys, parks or other public places of the city or upon any private premises in the city where sound of sufficient volume is emitted or produced therefrom capable of being plainly heard upon the streets, avenues, alleys or parks or other public places, for the purpose of attracting attention to any goods, wares or merchandise which such licensee proposes to sell.~~

Secs. 7-~~111~~108—7-11~~4~~5. Reserved.

DIVISION 2 LICENSE

Sec. 7-11~~6~~5. Required.

~~No~~ Neither Mobile Food Establishments nor transient merchant~~s, itinerant merchant or itinerant vendor~~ shall engage in such business within the city without first obtaining a license therefor in compliance with the provisions of this article. No license shall be required of individual exhibitors and dealers participating in an organized craft, ~~or~~ trade fair, or city sponsored

event/festival providing the sponsoring organization has itself obtained a license and provides all vendors' tax ID's in its application. ~~.~~

Sec. 7-11~~7~~6. Application – general requirements~~.~~

(a) Applicants for a license under this article shall file a written sworn application signed by the applicant if an individual, by all partners if a partnership, and by the president if a corporation, with the ~~business licensing clerk~~city, showing:

(1) The name of the person having the management or supervision of the applicant's business during the time that it is proposed that it will be carried on in the city; the local address of such person while engaged in such business; the permanent address of such person; the capacity in which such person will act, that is, whether as proprietor, agent or otherwise; the name and address of the person for whose account the business will be carried on, if any; and if a corporation, under the laws of what state the corporation is incorporated.

(2) Valid federal or state ID of the applicant.

(3) A current New Mexico Tax and Revenue taxpayer identification number or evidence of application for a current revenue division taxpayer identification number.

(4) The place in the city where it is proposed to carry on applicant's business, and the length of time during which it is proposed that such business shall be conducted.

(5) A statement of the nature, character and quality of the goods, wares or merchandise to be sold or offered for sale by applicant in the city.

(b) All applications for licenses shall be submitted at least ~~seven~~ fourteen days in advance of the period for which the license is sought.

~~(2) The fingerprints of the person having the management or supervision of applicant's business or in lieu thereof, at least three letters of recommendation from reliable property owners in the county certifying as to the applicant's good character and business responsibility, or other evidence which establishes to the satisfaction of the business licensing clerk the good character and business responsibility of such person.~~
~~(3) The place in the city where it is proposed to carry on applicant's business, and the length of time during which it is proposed that such business shall be conducted.~~
~~(4) The place, other than the permanent place of business of the applicant where applicant within the six months next preceding the date of the application conducted a transient business, stating the nature thereof and giving the post office and street address of any building or office in which such business was conducted.~~
~~(5) A statement of the nature, character and quality of the goods, wares or merchandise to be sold or offered for sale by applicant in the city, the invoice value and quality of such goods, wares and merchandise, whether they are proposed to be sold from stock in possession or from possession and by sample; at auction, by direct sale or by indirect sale and by taking orders for~~

~~future delivery; where the goods or property proposed to be sold are manufactured or produced and where such goods or products are located at the time such application is filed.~~
~~(6) A brief statement of the nature and character of the advertising done or proposed to be done in order to attract customers, and, if required by the business licensing clerk, copies of all such advertising, whether by handbills, circulars, newspaper advertising or otherwise, shall be attached to the application as exhibits thereto.~~
~~(7) Whether or not the person having the management or supervision of the applicant's business has been convicted of a crime, misdemeanor or the violation of any municipal ordinance, the nature of such offense and the punishment assessed therefor.~~
~~(8) Credentials from the person for which the applicant proposes to do business, authorizing the applicant to act as such representative.~~
~~(9) Such other reasonable information as to the identity or character of the person having the management or supervision of applicant's business or the method or plan of doing such business as the business licensing clerk may deem proper to fulfill the purpose of this chapter in the protection of the public good.~~
~~(b) All applications for licenses shall be submitted at least seven days in advance of the period for which the license is sought.~~

Sec. 7-118. Additional Application Requirements- Mobile Food Vendor

In addition to the general requirements provided in 7-117, Mobile Food Establishment applications shall contain, all licenses and permits required by New Mexico Environment Department Food Service and Food Processing Regulations. All Environment Department, Food Program, food service permits must be obtained prior to approval of a vendor's license.

Sec. 7-118. Fee.

Licensees under this article shall pay a fee of $100.00 for per year.

Sec. 7-119. Compliance with applicable laws.

Mobile Food Establishments and Itinerant vendors shall comply with all applicable local, state, and federal laws and regulations.
~~Persons eligible.~~
~~(a) No license required by this article shall be issued to a person who is not of good moral character.~~
~~(b) The phrase "good moral character" shall be construed to mean the propensity on the part of the person to serve the public in the licensed area in a fair, honest, and open manner.~~
~~(c) A judgment of guilt in a criminal prosecution or a judgment in a civil action shall not be used, in and of itself, as proof of a person's lack of good moral character. It may be used as evidence in the determination, and when so used the person shall be notified and shall be permitted to rebut the evidence by showing that at the current time he has the ability to, and is likely to serve the public in a fair, honest, and open manner, that he is rehabilitated, or that the~~

~~substance of the former offence is not reasonably related to the occupation or profession for which he seeks to be licensed.~~

~~(d) The following criminal records shall not be used, examined, or requested by the city in a determination of good moral character:~~

~~(1) Records of an arrest not followed by a conviction.~~

~~(2) Records of a conviction which has been reversed or vacated, including the arrest records relevant to that conviction.~~

~~(3) Records of an arrest or conviction for a misdemeanor or a felony unrelated to the person's likelihood to serve the public in a fair, honest, and open manner.~~

~~(4) Records of an arrest or conviction for a misdemeanor for the conviction of which a person may not be incarcerated in a jail or prison.~~

~~(e) When a person is found to be unqualified for a license because of a lack of good moral character, or similar criteria, the person shall be furnished by the business licensing clerk with a statement to this effect. The statement shall contain a complete record of the evidence upon which the determination was based. The person shall be entitled, as of right, to a rehearing on the issue before the business licensing clerk if he has relevant evidence not previously considered regarding his qualifications.~~

Sec. 7-120. General requirements.

Mobile Food Establishments and Itinerant vendors are responsible for complying with the following requirements:

1. All food vendors must comply with New Mexico Environment Department Food Service and Food Processing Regulations. An Environment Department, Food Program, food service permit must be obtained prior to approval of a vendor's license.

2. All Mobile Food Establishments must present themselves or otherwise be available for inspection within 48 hours to the Fire Mashal, at his office, upon request for fire code compliance inspections. This includes its self-contained mobile units, non-self-contained mobile units, pushcarts, and mobile support units.

3. All Mobile Food Establishments shall quarterly provide proof of proper and lawful disposal of all trash, oils, and other waste.

4. All display stands or structures must comply with any applicable City regulations.

5. All Mobile Food Establishments and Itinerant vendors must comply with the Roswell Zoning Code.

6. Vendors shall not obstruct any public road or right-of-way while engaging in business.

7. Vendors shall not occupy or obstruct the clear sight triangle at the intersection of any public road or right-of-way while engaging in business.

8. Each Mobile Food Establishment and and Itinerant vendor must have sufficient and well-maintained trash receptacles.

9. Mobile Food Establishments and Itinerant vendors shall not operate on municipal property without written permission of the Mayor or his designee.

~~Bond.~~

~~Before any license required by this article shall be issued, the applicant shall file with the business licensing clerk a bond running to the city in the sum of $1,000.00 executed by the applicant, as principal, and two sureties upon which service of process may be made in the state, such bond to be approved by the business licensing clerk, conditioned that the applicant shall comply fully with all the provisions of all ordinances of the city and the statutes of the state regulating and concerning the sale of goods, wares and merchandise, and will pay all judgments rendered against the applicant for any violation of such ordinances or statutes or any of them, together with all judgments and costs that may be recovered against him by any person for damage growing out of any misrepresentation or deception practiced on any person transacting such business with such applicant, whether such misrepresentations or deceptions were made or practiced by the owners or by their servants, agents or employees, either at the time of making the sale or through any advertisement of any character whatsoever, printed or circulated with reference to the goods, wares and merchandise sold or any part thereof. Action on the bond may be brought in the name of the city to the use of the aggrieved person. Such bond must be approved by the business licensing clerk, both as to form and as to the responsibility of the sureties thereon.~~

~~Sec. 7-121. Service of process.~~

~~Before any license required by this article shall be issued, the applicant shall file with the business licensing clerk an instrument nominating and appointing the business licensing clerk or the person performing the duties of such position his true and lawful agent, with full power and authority to acknowledge service or notice of process for and on behalf of the applicant in respect to any matters connected with or arising out of the business transacted under the license and the bond given or for the performance of the conditions of the bond or for any breach thereof. The instrument shall also contain recitals to the effect that the applicant for the license consents and agrees that service of any notice or process may be made upon such agent and when so made shall be taken and held to be as valid as if personally served upon the person applying for the license under this article according to the law of this or any other state, and waiving all claim or right or error by reason of such acknowledgment of service or manner of service. Immediately upon service of process upon the business licensing clerk, the business licensing clerk shall send to the licensee at his last known address, by registered mail, a copy of such process.~~

Sec. 7-1212~~2~~. Investigation and issuance.

Upon receipt of an application for a license under this article, the ~~business licensing clerk~~city shall review each application for consistency with applicable planning laws and regulations. An approval or disapproval shall be indicated on the application form and signed by the Manager or his designee. Approval by the Manager is necessary before the City may issue any vendor's license. ~~shall cause such investigation of such person's business responsibility or moral character~~

~~to be made as he deems necessary to the protection of the public good. If, as a result of such investigation, the applicant's character and business reputation appear to be satisfactory,~~ If such application is complete and without reason to deny, the ~~business licensing clerk~~City shall ~~so certify in writing, and a license shall be~~ issue~~d~~ the appropriate license. The ~~business licensing clerk~~city shall keep a full record ~~in his office~~ of all licenses issued.

Sec. 7-12~~3~~2. Form.

A license issued pursuant to the provisions of this article shall contain the number of the license, the date the license is issued, the nature of the business authorized to be carried on the amount of the license fee paid, the expiration date of such license, the place where such business may be carried on under such license, and the name of the person authorized to carry on such business.

Sec. 7-12~~4~~3. Display.

Each license issued under this article shall be posted conspicuously in the place of business named therein. In the event that the person applying for the license shall desire to do business in more than one place within the city, separate licenses may be issued for each place of business and shall be posted conspicuously in each place of business.

Sec. 7-12~~5~~4. Transferability.

No license issued under this article shall be transferred. ~~without written consent from the mayor as evidenced by an endorsement on the face of the license by the business licensing clerk showing to whom the license is transferred and the date of the transfer.~~

Sec. 7-12~~6~~5. Revocation.

(a) Consistant with NMSA 1978, §3-38-2, ~~L~~licenses issued pursuant to this article may be revoked by the ~~business licensing clerk~~the City, after notice and hearing, for any of the following causes:

(1) Any fraud, misrepresentation or false statements contained in the application for the license.

(2) Any fraud, misrepresentation or false statement made in connection with the selling of goods, wares or merchandise.

(3) Any violation of federal, state or municipal law.~~Any violation of this chapter.~~

(4) ~~—~~Any violation of this chapter. ~~Conviction of the licensee of any felony or of a misdemeanor involving moral turpitude.~~

(5) Conducting the business licensed under this chapter in any unlawful manner or in such a manner as to constitute a breach of the peace, ~~or to~~ constitute a menace to the health, safety ~~and~~ or general welfare of the public, or nuisance.

(b) Notice of hearing for revocation of license shall be given in writing, setting forth specifically the grounds of the complaint and the time and place of the hearing. Such notice shall be mailed, postage prepaid, to the licensee, at his last known address, at least ~~five~~ fourteen days prior to the date set for the hearing.

Sec. 7-12~~7~~6. Penalties for violation

1. Operating without a license as required by this Article shall be punished with a fine of no less than $500 per day for each violation and -any other remedy allowed under NMSA 1978, §3-38-5.

2. Any violation of Sec. 7-120. general requirements shall be punishable by up to $500 per violation and any other remedy allowed under NMSA 1978, §3-38-5.

3. Any violation of this Division that results this body harm to a member of the public shall be punished by no less than a $500 fine and 10 days in jail, and any other remedy allowed under NMSA 1978, §3-38-5.

~~Appeals.~~
~~Any person aggrieved by the decision of the business licensing clerk in regard to the denial of the application for a license or in connection with the revocation of a license required by this article shall have the right to appeal to the governing body. Such appeal shall be taken by filing with the governing body within 14 days after notice of the decision by the business licensing clerk has been mailed to such person's last known address, a written statement setting forth the grounds for the appeal. The governing body shall set the time and place for a hearing on such appeal and notice of such hearing shall be given to such person in the same manner, as is provided for notice of hearing on revocation. The order of the governing body on such appeal shall be final.~~
~~(Code 1984 § 30-32; Ord. No. 1320, 4-1999)~~

Secs. 7-12~~8~~7, 7-129. Reserved.

SECTION 2. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 3. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 4. This ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED and APPROVED ________, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk