REGULAR MEETING
CITY OF ROSWELL COUNCIL - AGENDA
THURSDAY, JULY 10, 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.

JULY 10, 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 July 10, 2025, Regular City Council Meeting. (Halvorson/Martinez)

2. Approval of consent agenda - approve the consent agenda for the July 10, 2025, Regular City Council Meeting. (Halvorson/Martinez)

CONSENT ITEMS ***(items 3-22 will be approved at the time of the approval of the consent agenda)***

3. Approval of award of ITB 25-006 RAC Wastewater Extension Project to Enviroworks, LLC in the amount of $3,274,145.18, which includes GRT. (Corn/MacCornack) pg. 5

4. Approval for ratification of Purchase Order 22502550 to Desert West Enterprises Inc in the amount of $193,873.65 (including GRT) for Micro Surfacing with CQS Emulsion and Aggregate at the Air Center. (Corn/Rogers) pg 13

5. Approval for ratification of Purchase Order 22502549 to J&H Services Inc in the amount of $531,154.84 (including GRT) for site grading and subgrade prep at the Air Center. (Corn/Rogers) pg. 17

6. Approval to award ITB 25-011 for Temporary Bleachers for the National Champion Air Races in the amount of $213,802.46. (including GRT) to Special Event Seating. (Corn/Rogers) pg. 21

7. Approval for ratification of Purchase Order 22502548 to J&H Services Inc in the amount of $194,772.32 (including GRT) for site grading and subgrade prep at the Air Center.

(Corn/Rogers) pg. 23

8. Requesting ratification of Purchase Order 22502551 to Desert West Enterprises Inc in the amount of $114,617.15 (including GRT) for Micro Surfacing with CQS Emulsion and Aggregate at the Air Center. (Corn/Rogers) pg. 27

9. Approval of increases to Roswell Municipal Landfill fees as proposed. (Corn/Chaparro) pg. 32

10. Approval of a budget adjustment for FY26 museum operational budget in the amount of $57,520. (Corn/Brooks) pg. 35

11. Approval of the purchase and contract with Oracle NetSuite as the City's new Enterprise Resource Planning (ERP) system for the implementation of the NetSuite ERP system through the NASPO cooperative contract. (Corn/Gomez) pg. 37

Resolution(s)

12. Resolution 25-28: Adoption of Resolution 25-28 pursuant to the New Mexico Open Meetings Act. (Heldenbrand/Martinez) pg. 58

13. Resolution 25-29: Weeds - The Resolution shall mandate the cleanup of approximately thirty-three (33) separate properties within the City. (Heldenbrand/Franco) pg. 62

14. Resolution 25-30: Consider adoption of Resolution 25-30 for support of application to the New Mexico Department of Finance for possible Community Development Block Grant (CDBG) funding application. (Corn/MacCornack) pg. 68

15. Resolution 25-31: Consider recommending adoption of Resolution 25-31 Opposing Amended 2021 International Energy Conservation Code Adopted as the New Mexico Residential and Commercial Energy Conservation Codes by the New Mexico Construction Industries Commission. (Heldenbrand/ Yntema) pg. 80

16. Resolution 25-32: Consider adoption of Resolution 25-32 to apply for grant in the amount of $970,000.00 for the purchase of two fully equipped Brush/Rescue units through Siddons-Martin. (Heldenbrand/Chavez) pg. 84

ROW Leases

17. Approval to authorize Red Mountain Arsenal LLC to enter into a 1-year lease agreement beginning June 1, 2025, and ending May 31, 2026, for Building 60 at the Roswell Air Center. (Heldenbrand/Sanchez) pg. 87

Minutes

18. Approval of the minutes from the Regular City Council meeting on May 8, 2025. (Halvorson/Martinez) pg. 107

19. Approval of the minutes from the Special City Council meeting on May 13, 2025. (Halvorson/Martinez) pg. 140

20. Approval of the minutes from the Special City Council meeting on May 28, 2025. (Halvorson/Martinez) pg. 143

21. Approval of the minutes from the Special City Council meeting on May 30, 2025, continued from May 28, 2025. (Halvorson/Martinez) pg. 144

22. Approval of the minutes from the Regular City Council meeting on June 12, 2025. (Halvorson/Martinez) pg. 145

NON-ACTION ITEMS (Information Items)

23. Airport Updates (Bobbi Thompson)

24. Airport Advisory Commission Updates (Bud Kunkel)

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

26. Roswell-Chaves County EDC 4th Qtr Report pg. 153

27. Roswell Hispano Chamber of Commerce Annual Report FY2025 pg. 171

28. Employee Out-of-state Travel pg. 188

29. Roswell Fire Department - Proposal for Ambulance Service (Cole/Chavez) pg. 190

PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS

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

NEW BUSINESS / REGULAR ITEMS

30. Approval of Union Collective Bargaining Agreements. (Halvorson/Yntema)

31. Approval for the Roswell Air Center to purchase a new ARFF truck. (Corn/Thompson)pg. 206

32. Consider approval of Mayor Jennings' recommendations of the following appointment to the Planning and Zoning Commission. (Arnold/Martinez) pg. 233

    Position 5: Joel Smith (1st term July 11, 2025 -- March 31, 2028)

Resolution(s)

33. Resolution 25-33: Consider adoption of Resolution 25-33 authorizing the submittal of the 2027-2031 Infrastructure Capital Improvements Plan (ICIP). (Halvorson/Yntema) pg. 235

Closed Session

34. Hold a closed session - (Halvorson/Yntema) pg. 238

    - pursuant to NMSA 1978, § 10-15-l(H)(5), to discuss attorney-client privileged communication relating to Collective Bargaining in which the City of Roswell is or may become a participant.
    - pursuant to NMSA 1978, § 10-15-l(H)(7), to discuss attorney-client privilege pertaining to threatened or pending litigation in which the City of Roswell is or may become a participant.

CITY MANAGER REPORTS/ANNOUNCEMENTS
(Information Only)

Adjournment

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

Printed and posted: Thursday, July 3, 2025

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

Regular City Council Meeting 3.
Meeting Date: 07/10/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of award of ITB 25-006 RAC Wastewater Extension Project to Enviroworks, LLC in the amount of $3,274,145.18, 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. Six bids were received as follows: (Amounts include Tax of 8.2708%).

1. J29 Enterprises $3,729,550.65
2. J&H Services $3,616,255.55
3. KE&G $3,563,908.78
4. Enviroworks $3,274,145.18
5. Constructors $5,175,284.69
6. White Cloud Pipeline $2,196,294.83

White Cloud Pipeline was the low bidder; however, White Cloud Pipeline notified the City by email that they would not be able to meet the project time frame required by the funding agreement. Therefore, the recommendation is to utilize the second-lowest bidder, Enviroworks, LLC.

FINANCIAL CONSIDERATION
Funding is per LEDA funding received by Roswell Air Center. The excerpt is attached. $6,500,000 was awarded; $6,305,269.85 remains available after funding the design of this project.

LEGAL REVIEW:
Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at its meeting on July 3, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

ATT 1 - Recommendation of award
ATT 2 - Bid Tabulation ITB 25-006
ATT 3 - LEDA Grant Excerpt

ROSWELL
New Mexico

To: Arely Peek, Purchasing

Re: Recommendation of Award, RAC Wastewater Extension BID No. ITB-25-006

Bids received on May 13,2025 for the subject project have been reviewed. A bid tabulation is attached. Six bids were received as follows: (Amount includes Tax of 8.2708%).

1. J29 Enterprises	$3,729,550.65
2. J&H Services	$3,616,255.55
3. KE&G	$3,563,908.78
4. Enviroworks	$3,274,145.18
5. Constructors	$5,175,284.69
6. White cloud Pipeline	$2,196,294.83

Project was recommended to White cloud Pipeline. White Cloud Pipeline Submitted an email on June 2, 2025 and formally withdrew their bid for the referenced project. I am recommending award of this project to Enviroworks, in the amount of $3,274,145.18

If you have any questions please contact me.

Sincerely,

Andrew Valadez, Utilities Director

Outlook

Re: White Cloud Bid RAC Wastewater Extension

From tonnie whitecloudpipeline.com <tonnie@whitecloudpipeline.com>
Date Mon 6/2/2025 9:00 AM
To James MacCornack <j.maccornack@roswell-nm.gov>
Cc Arely Peek <a.peek@roswell-nm.gov>; Andrew Valadez <a.valadez@roswell-nm.gov>; Chacon, Wade <Wade.Chacon@hdrinc.com>

CAUTION: This email did **NOT** come from anyone using a valid City of Roswell email address. Review it carefully before opening any attachments or clicking any links inside the email.

James,

It is unfortunate that we find ourselves in this circumstance based on the misrepresentation prior to bid of construction time available by a former City official. We discovered only after the bid that the project is time sensitive due to outside funding term limits. We will act in the best interest of the City and withdraw our bid provided there will be no penalty to our company in so doing.

Thank You,

Tonnie Patterson
President

White Cloud Pipeline Corp
PO Box 2184
Roswell, NM 88202
575-622-5995
575-622-3167 f
www.whitecloudpipeline.com

White Cloud
PIPELINE CORP

From: James MacCornack <j.maccornack@roswell-nm.gov>
Sent: Friday, May 30, 2025 3:00 PM
To: tonnie whitecloudpipeline.com <tonnie@whitecloudpipeline.com>
Cc: Arely Peek <a.peek@roswell-nm.gov>; Andrew Valadez <a.valadez@roswell-nm.gov>; Chacon, Wade <Wade.Chacon@hdrinc.com>
Subject: White Cloud Bid RAC Wastewater Extension

Tonnie,

As discussed, the bid award for the RAC Waste Water Extension is not official through City Council yet, so if you need to pull your bid we will allow you to do so, please let us know asap so we can adjust council agenda items if needed,

Thanks!

James MacCornack, P.E.
Senior Engineer
City of Roswell, NM
Office 575-637-6288

ROSWELL
Engineering

THINK BEFORE YOU PRINT - This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission.

ROSWELL
Engineering

To: Arely Peek
Purchasing

May 13, 2025

Re: Recommendation of Award
RAC Wastewater Extension
Bid No. ITB-25-006

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

1.	J29 Enterprises	$3,729,550.65
2.	J&H Services	$3,616,255.55
3.	KE&G	$3,563,908.78
4.	Enviroworks	$3,274,145.18
5.	Constructors	$5,175,284.69
6.	White Cloud Pipeline	$2,196,294.83

Upon completion of review, the low bidder White Cloud Pipeline is the qualified low bid. I hereby recommend award of this project to White Cloud Pipeline, in the amount of $2,196,294.83.

If you have any questions please contact me.

Sincerely,

James MacCornack, P.E.
Senior Engineer
575-637-6288

xc: Project Files

RAC Wastewater Extension
City of Roswell, New Mexico

ITB-25-006 BID TABS

DATE: 5/13/2025

BID TABS

Project:	RAC Wastewater Extension
City/County:	City of Roswell, NM
Type:	Utility - Wastewater
Prepared by:	James MacCornack

Created by JAM
Checked by

NO.	ITEM	UNIT	HDR ENGINEER ESTIMATE			J29 Enterprises	J29 Enterprises	J&H Services	J&H Services	KE&G	KE&G
			QUANTITY	PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	L.S.	1	$ 180,000.00	$ 180,000.00	$ 302,520.00	$ 302,520.00	$ 250,000.00	$ 250,000.00	$ 285,000.00	$ 285,000.00
2	Demobilization	L.S.	1	$ 30,000.00	$ 30,000.00	$ 27,440.00	$ 27,440.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
3	Construction Surveying and Staking	L.S.	1	$ 30,000.00	$ 30,000.00	$ 65,860.00	$ 65,860.00	$ 45,000.00	$ 45,000.00	$ 9,500.00	$ 9,500.00
4	NPDES Permitting and SWPP Controls	L.S.	1	$ 30,000.00	$ 30,000.00	$ 4,225.00	$ 4,225.00	$ 35,000.00	$ 35,000.00	$ 25,000.00	$ 25,000.00
5	Construction Traffic Control & Barricading	L.S.	1	$ 20,000.00	$ 20,000.00	$ 137,210.00	$ 137,210.00	$ 45,000.00	$ 45,000.00	$ 10,450.00	$ 10,450.00
6	4" HDPE Sanitary Sewer Force Main	L.F.	17,120	$ 75.00	$ 1,284,000.00	$ 47.70	$ 816,624.00	$ 62.00	$ 1,061,440.00	$ 58.00	$ 992,960.00
7	4" Sanitary Sewer Force Main Isolation Valve with Valve Box	EACH	10	$ 3,500.00	$ 35,000.00	$ 4,143.00	$ 41,430.00	$ 4,700.00	$ 47,000.00	$ 3,375.00	$ 33,750.00
8	Sanitary Sewer Force Main Air Release Vlave and Vault	EACH	4	$ 25,000.00	$ 100,000.00	$ 27,275.00	$ 109,100.00	$ 26,000.00	$ 104,000.00	$ 28,189.00	$ 112,756.00
9	12" Steel Casing	L.F.	120	$ 750.00	$ 90,000.00	$ 245.50	$ 29,460.00	$ 390.00	$ 46,800.00	$ 515.00	$ 61,800.00
10	8" PVC Gravity Sewer	L.F.	213	$ 200.00	$ 42,600.00	$ 95.50	$ 20,341.50	$ 110.00	$ 23,430.00	$ 128.00	$ 27,264.00
11	Remove Existing MH and Install 6' Diamter Fiberglass Sanitary Sewer Manhole, Including Bypass Pumping	EACH	1	$ 125,000.00	$ 125,000.00	$ 56,775.00	$ 56,775.00	$ 43,000.00	$ 43,000.00	$ 45,423.00	$ 45,423.00
12	4' Diamter Fiberglass Sanitary Sewer Manhole	EACH	1	$ 25,000.00	$ 25,000.00	$ 17,825.00	$ 17,825.00	$ 30,000.00	$ 30,000.00	$ 35,250.00	$ 35,250.00
13	6" PVC Waterline Including Fittings	L.F.	160	$ 100.00	$ 16,000.00	$ 80.40	$ 12,864.00	$ 82.00	$ 13,120.00	$ 110.00	$ 17,600.00
14	6" PVC Flushline Including Fittings	L.F.	160	$ 100.00	$ 16,000.00	$ 67.40	$ 10,784.00	$ 82.00	$ 13,120.00	$ 93.00	$ 14,880.00
15	6" Waterline Gate Valve	EACH	1	$ 4,000.00	$ 4,000.00	$ 3,982.00	$ 3,982.00	$ 3,400.00	$ 3,400.00	$ 6,544.00	$ 6,544.00
16	Connect to Existing Waterline	EACH	1	$ 15,000.00	$ 15,000.00	$ 7,660.00	$ 7,660.00	$ 16,000.00	$ 16,000.00	$ 8,185.00	$ 8,185.00
17	Fire Hydrant Assembly	EACH	1	$ 15,000.00	$ 15,000.00	$ 10,960.00	$ 10,960.00	$ 13,700.00	$ 13,700.00	$ 15,500.00	$ 15,500.00
18	Sanitary Sewer Lift Station	L.S.	1	$ 1,279,500.00	$ 1,279,500.00	$ 1,719,590.00	$ 1,719,590.00	$ 1,450,000.00	$ 1,450,000.00	$ 1,489,800.00	$ 1,489,800.00
19	Utility Relocation Allowance	L.S.	1	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
				Subtotal	$ 3,387,100.00	Subtotal	$ 3,444,650.50	Subtotal	$ 3,340,010.00	Subtotal	$ 3,291,662.00
	PROJECT ESTIMATED TOTAL (w/o tax)				$3,387,100.00		$3,444,650.50		$3,340,010.00		$3,291,662.00
				TAX @ 8.2708%	$ 280,140.27		$ 284,900.15		$ 276,245.55		$ 272,246.78
	PROJECT ESTIMATED TOTAL (with tax)				$3,667,240.27		$3,729,550.65		$3,616,255.55		$3,563,908.78

continued

BID TABS

RAC Wastewater Extension

City of Roswell, New Mexico

ITB-25-006 BID TABS

DATE: 5/13/2025

Project:	RAC Wastewater Extension
City/County:	City of Roswell, NM
Type:	Utility - Wastewater
Prepared by:	James MacCornack

Created by JAM
Checked by

NO.	ITEM	UNIT	HDR ENGINEER ESTIMATE			Enviroworks	Enviroworks	Constructors	Constructors	White Cloud	White Cloud
			QUANTITY	PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	L.S.	1	$ 180,000.00	$ 180,000.00	$ 184,594.09	$ 184,594.09	$ 225,000.00	$ 225,000.00	$ 150,000.00	$ 150,000.00
2	Demobilization	L.S.	1	$ 30,000.00	$ 30,000.00	$ 40,592.50	$ 40,592.50	$ 45,000.00	$ 45,000.00	$ 10,000.00	$ 10,000.00
3	Construction Surveying and Staking	L.S.	1	$ 30,000.00	$ 30,000.00	$ 39,000.00	$ 39,000.00	$ 55,000.00	$ 55,000.00	$ 20,000.00	$ 20,000.00
4	NPDES Permitting and SWPP Controls	L.S.	1	$ 30,000.00	$ 30,000.00	$ 20,333.63	$ 20,333.63	$ 28,000.00	$ 28,000.00	$ 5,000.00	$ 5,000.00
5	Construction Traffic Control & Barricading	L.S.	1	$ 20,000.00	$ 20,000.00	$ 5,226.65	$ 5,226.65	$ 50,000.00	$ 50,000.00	$ 2,500.00	$ 2,500.00
6	4" HDPE Sanitary Sewer Force Main	L.F.	17,120	$ 75.00	$ 1,284,000.00	$ 39.32	$ 673,171.81	$ 100.00	$ 1,712,000.00	$ 18.00	$ 308,160.00
7	4" Sanitary Sewer Force Main Isolation Valve with Valve Box	EACH	10	$ 3,500.00	$ 35,000.00	$ 1,486.90	$ 14,869.01	$ 5,000.00	$ 50,000.00	$ 3,200.00	$ 32,000.00
8	Sanitary Sewer Force Main Air Release Vlave and Vault	EACH	4	$ 25,000.00	$ 100,000.00	$ 13,113.61	$ 52,454.43	$ 27,500.00	$ 110,000.00	$ 35,000.00	$ 140,000.00
9	12" Steel Casing	L.F.	120	$ 750.00	$ 90,000.00	$ 134.40	$ 16,127.90	$ 400.00	$ 48,000.00	$ 400.00	$ 48,000.00
10	8" PVC Gravity Sewer	L.F.	213	$ 200.00	$ 42,600.00	$ 12.54	$ 2,670.51	$ 115.00	$ 24,495.00	$ 120.00	$ 25,560.00
11	Remove Existing MH and Install 6' Diamter Fiberglass Sanitary Sewer Manhole, Including Bypass Pumping	EACH	1	$ 125,000.00	$ 125,000.00	$ 138,034.31	$ 138,034.31	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00
12	4' Diamter Fiberglass Sanitary Sewer Manhole	EACH	1	$ 25,000.00	$ 25,000.00	$ 5,055.02	$ 5,055.02	$ 25,000.00	$ 25,000.00	$ 30,000.00	$ 30,000.00
13	6" PVC Waterline Including Fittings	L.F.	160	$ 100.00	$ 16,000.00	$ 173.09	$ 27,694.65	$ 110.00	$ 17,600.00	$ 80.00	$ 12,800.00
14	6" PVC Flushline Including Fittings	L.F.	160	$ 100.00	$ 16,000.00	$ 8.84	$ 1,414.48	$ 110.00	$ 17,600.00	$ 100.00	$ 16,000.00
15	6" Waterline Gate Valve	EACH	1	$ 4,000.00	$ 4,000.00	$ 1,613.33	$ 1,613.33	$ 8,500.00	$ 8,500.00	$ 3,500.00	$ 3,500.00
16	Connect to Existing Waterline	EACH	1	$ 15,000.00	$ 15,000.00	$ 3,659.21	$ 3,659.21	$ 12,250.00	$ 12,250.00	$ 15,000.00	$ 15,000.00
17	Fire Hydrant Assembly	EACH	1	$ 15,000.00	$ 15,000.00	$ 6,788.03	$ 6,788.03	$ 21,500.00	$ 21,500.00	$ 20,000.00	$ 20,000.00
18	Sanitary Sewer Lift Station	L.S.	1	$ 1,279,500.00	$ 1,279,500.00	$ 1,740,733.87	$ 1,740,733.87	$ 2,220,000.00	$ 2,220,000.00	$ 1,080,000.00	$ 1,080,000.00
19	Utility Relocation Allowance	L.S.	1	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
				Subtotal	$ 3,387,100.00	Subtotal	$ 3,024,033.43	Subtotal	$ 4,779,945.00	Subtotal	$ 2,028,520.00
	PROJECT ESTIMATED TOTAL (w/o tax)				$3,387,100.00		$3,024,033.43		$4,779,945.00		$2,028,520.00
				TAX @ 8.2708%	$ 280,140.27		$ 250,111.76		$ 395,339.69		$ 167,774.83
	PROJECT ESTIMATED TOTAL (with tax)				$3,667,240.27		$3,274,145.18		$5,175,284.69		$2,196,294.83

I certify that all information and tabulations are correct.

James MacCornack, P.E. Date

White Cloud Pipeline is the calculated low monetary bid

l. Transfer to the City an amount not to exceed six million five hundred thousand dollars ($6,500,000) to be used for the Project in accordance with the above-referenced Appropriation. Such transfer shall be affected within thirty (30) days after receipt of an invoice from the City after this Agreement has been fully executed. The Grant funds shall be used only for the purpose stated in this Agreement.

n. At its discretion, review and audit the Project if it is deemed to be necessary or desirable.

SECTION 7. TERM OF AGREEMENT:

This Agreement shall become effective on the date it is fully executed and shall terminate within and no later than twenty-four (24) months after the date the City receives the Grant. EDD reserves the right to negotiate amendments to this timeline if compelling and unanticipated reasons exist why this Project's completion is delayed.

SECTION 8. LIABILITY:

No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, et seq. The City and EDD may agree to reimburse one another under these liability provisions, subject to sufficient appropriation by the New Mexico Legislature or sufficient funds being available to the party, as determined by the party responsible for payment.

SECTION 9. RECORDS; RETURN OF SURPLUS FUNDS:

A. The City shall keep such records as will fully disclose the amount and disposition of the total funds from all City and State sources budgeted for the Project, the purposes for which such funds were used and such other records as EDD may require.

B. If, upon the expiration of the Project or the termination date of this Agreement, any surplus funds received from the State are possessed by City, City shall return said funds to EDD for disposition in accordance with law.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 4.
Meeting Date: 07/10/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval for ratification of Purchase Order 22502550 to Desert West Enterprises Inc in the amount of $193,873.65 (including GRT) for Micro Surfacing with CQS Emulsion and Aggregate at the Air Center. (Corn/Rogers)

BACKGROUND:
Initiated by: Mac Rogers

This request is for ratification of PO # 22502550 to Desert West Enterprises in the amount of $193,873.65 (including GRT) for Micro Surfacing with CQS Emulsion and Aggregate at the Air Center. The purchase order was funded with State appropriation 22-G2773 and procured through Eddy County contract #24-20. The chip seal surfacing is being provided for the pit area with the micro surfacing included. This infrastructure was required for the Air Center to host PRS for the Reno Air Racing Association.

FINANCIAL CONSIDERATION

- Funding Source Account 51004334-817504
- Funding Source State Appropriation 22-G2773

LEGAL REVIEW:
Not applicable for this agenda item

BOARD AND COMMITTEE ACTION:
Finance Committee recommended approval 5-0 at their meeting on July 3rd, 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 #	22502550

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

DESERT WEST ENTERPRISES, LLC
PO BOX 3000
ROSWELL, NM 88202
Email: LARRY@DESERTWESTLLC.COM

SHIP TO

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

Vendor Phone #	Vendor Email Address	Requisition Number	Requisitioner	
5756233990	LARRY@DESERTWESTLL…	12503502	Della Sanchez	d.andazola@roswell-nm.gov

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
05/09/2025	11084			Air Center Administration

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Micro Surfacing with CQS Emulsion and Aggregate The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Micro Surfacing with CQS Emulsion and Aggregate GL Account: 51004334 - 817504 $193,873.65	1.0	EACH	$193,873.65	$193,873.65
	********** GL SUMMARY ********** 51004334 - 817504 $193,873.65				

By: _____
Purchasing Agent, C.P.O

City Council

Roswell, NM

Total Ext. Price	$193,873.65
PO Total	**$193,873.65**

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.



Desert West Enterprises, LLC
P.O. Box 3000
Roswell, NM 88202

Estimate

Date	Estimate #
5/2/2025	2480

Project Number:	

Asphalt Specialty Products and Services

Seal Coat, Chip Seal, Distributor Trucks, Parking Lot Striping , Asphalt products- Cold Mix, Seal Coat Materials, Transport Tankers available

Name / Address

City of Roswell Airport

Job Location

Roswell Air Center
Phase I
Eddy County Contract

Item	Description	Qty	U/M	Rate	Total
Micro Surfacing	Micro Surfacing with CQS Emulsion and Aggregate	1		182,433.60	182,433.60T

Sealing and Crack fill Notes (May not apply to all estimates):
All cleaning sweeping and debris removal is included unless noted above. Sand and latex added for durability. Crackfill is a estimate only, all cracks will be measured after completion.

Acceptance of Proposal
The above price, specifications and conditions are satisfactory and hearby accepted. Desert West Enterprises LLC are autorized to do the work as specified.

Signature _____...

Date Accepted _____...

Sales Tax (6.2708%)	$11,440.05
Total	$193,873.65

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 5.
Meeting Date: 07/10/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval for ratification of Purchase Order 22502549 to J&H Services Inc in the amount of $531,154.84 (including GRT) for site grading and subgrade prep at the Air Center. (Corn/Rogers)

BACKGROUND:
Initiated by: Mac Rogers

This request is for ratification of PO # 22502549 to J&H Services Inc in the amount of $531,154.84 (including GRT) for site grading and subgrade prep at the Air Center. The purchase order was funded with State appropriation 22-G2773 and procured through CES contract #2203-08-C3115. The Site grading is for the pit area and City provided materials were utilized. This infrastructure was required for the Air Center to host PRS for the Reno Air Racing Association.

FINANCIAL CONSIDERATION

- Funding Source Account 51004334-817504
- Funding Source - State Appropriation 22-G2773

LEGAL REVIEW:
Not applicable for this agenda item

BOARD AND COMMITTEE ACTION:
Finance Committee recommended approval 5-0 at their meeting on July 3, 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 #	22502549

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
COOPERATIVE EDUCATIONAL SERVIC
10601 RESEARCH RD SE
ALBUQUERQUE, NM 87123

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

Vendor Phone #	Vendor Email Address	Requisition Number	Requisitioner	
505-344-5470		12503508	Della Sanchez	d.andazola@roswell-nm.gov

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
05/09/2025	9521			Air Center Administration

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Airfield Grading Pit Area The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Mobilization; 1 ea Fine Grade Site and Prep Subgrade; 29,550 sy Place 4-inches of City provided Millings; 29,550 sy Bond Fee; 1 ea GL Account: 51004334 - 817504 $531,154.84 ********** GL SUMMARY ********** 51004334 - 817504 $531,154.84	1.0	EACH	$531,154.84	$531,154.84

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

Roswell, NM

Total Ext. Price	$531,154.84
PO Total	**$531,154.84**

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.

J & H Services, Inc.
6616 Gulton Ct NE, STE 90
Albuquerque, NM 87109

Estimate

Date	Estimate #
4/18/2025	2756

Name / Address
City of Roswell 425 N. Richardson Roswell, NM 88201

Expires	Project
5/16/2025	Airfield Grading Pit Area

Item	Description	Qty	Price	Total
	CES Contract Number: 2023-08-C3115-ALL			
10 Mobilization	Mobilization; 1 ea	1	50,000.00	50,000.00T
500 Earthwork	Fine Grade Site and Prep Subgrade; 29,550 sy	29,550	5.90	174,345.00T
1000 Construction...	Place 4-inches of City provided millings; 29,550 sy	29,550	8.80	260,040.00T
1000 Construction...	Bond Fee; 1 ea	1	7,900.00	7,900.00T
Exclusions	RSA requirements, Hazardous material removal, surveying, layout, testing, dewatering, rock excavation, site security, traffic control, silt fences & straw bails, rock entry/exit mats, work resulting from changed or unknown site conditions, and anything not included in this estimate. Also excluded are all permits and fees and as-built drawings. NOTE: Above is an estimate only; final payment to be based off field measurements. Existing topograhpy in quoted areas to remain the same.		0.00%	0.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.

Subtotal	$492,285.00
Sales Tax (7.8958%)	$38,869.84
Total	$531,154.84

Phone #	Fax #	E-mail
5058969428	505-896-9429	holly@jhservicesinc.com

Regular City Council Meeting 6.
Meeting Date: 07/10/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval to award ITB 25-011 for Temporary Bleachers for the National Champion Air Races in the amount of $213,802.46. (including GRT) to Special Event Seating. (Corn/Rogers)

BACKGROUND:
Initiated by: Mac Rogers

This request is for consideration to award ITB 25-011 for Temporary Bleachers for the National Champion Air Races in the amount of $213,802.46. (including GRT) to Special Event Seating. 4 Bids were received and Special Event Seating was the low bidder. The temporary bleachers will have a maximum seating capacity of 7,479 with 25 rows and are ADA accessible. The temporary bleachers will be utilized for the National Champion Air Races in September. The anticipated installation will take about two weeks with the tear down taking only a week.

FINANCIAL CONSIDERATION

LEGAL REVIEW:
Not applicable for this agenda item

BOARD AND COMMITTEE ACTION:
Finance Committee recommended approval 5-0 at their meeting on July 3, 2025.

STAFF RECOMMENDATION:
Staff recommends approval

Attachments

Recommendation of Award

To: Arely Peek
From: Mac Rogers
Date: 6/19/2025
Subject: Recommendation of award ITB 25-011 to Special Event Seating for temporary bleachers

Bids were received on June 18th, 2025 for ITB 25-011 in order to procure temporary bleachers for the National Champion Air Races. 4 bids were received and are tabulated below as follows (amounts include tax):

1. AK Sales – $801,170.57
2. B&K Rentals and Sales Co., Inc. – $491,236.33
3. Production Management One – $1,024,671.60
4. Special Event Seating – $213,802.46

Note: Production Management One also submitted a price proposal for 9,400 seats in the amount of $1,127,004.09. This was not considered, as the project specifications were amended via Addendum to limit seating capacity to 7,400.

After review of all bids, the low bidder is Special Event Seating. I hereby recommend award of the temporary bleachers to Special Event Seating in the amount of $213,802.46.

Mac Rogers
Project Manager

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 7.
Meeting Date: 07/10/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval for ratification of Purchase Order 22502548 to J&H Services Inc in the amount of $194,772.32 (including GRT) for site grading and subgrade prep at the Air Center. (Corn/Rogers)

BACKGROUND:
Initiated by: Mac Rogers

This request is for ratification of PO # 22502548 to J&H Services Inc. in the amount of $194,772.32 (including GRT) for site grading and subgrade prep at the Air Center. The purchase order was funded with State appropriation 22-G2773 and procured through CES contract #2203-08-C3115. The Site grading is for the pit crew parking area and utilized City provided materials. This infrastructure was required for the Air Center to host PRS for the Reno Air Racing Association.

FINANCIAL CONSIDERATION

- Funding Source Account 51004334-817504
- Funding Source - State Appropriation 22-G2773

LEGAL REVIEW:
Not applicable for this agenda item

BOARD AND COMMITTEE ACTION:
Finance Committee recommended approval 5-0 at their meeting on July 3, 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 #	22502548

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

COOPERATIVE EDUCATIONAL SERVIC
10601 RESEARCH RD SE
ALBUQUERQUE, NM 87123

SHIP TO

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

Vendor Phone #	Vendor Email Address	Requisition Number	Requisitioner	
505-344-5470		12503503	Della Sanchez	d.andazola@roswell-nm.gov

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
05/09/2025	9521			Air Center Administration

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Crew Parking Area The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Fine Grade Site and Prep Subgrade; 12, 100 sy Place 4 inches of City provided millings; 12,100 sy Bond Feel 1 ea. GL Account: 51004334 - 817504 $194,772.32 ********** GL SUMMARY ********** 51004334 - 817504 $194,772.32	1.0	EACH	$194,772.32	$194,772.32

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

Roswell, NM

Total Ext. Price	$194,772.32
PO Total	**$194,772.32**

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.

J & H Services, Inc.
6616 Gulton Ct NE, STE 90
Albuquerque, NM 87109

Estimate

Date	Estimate #
4/25/2025	2766

Name / Address
City of Roswell 425 N Richardson Roswell, NM 88201

Expires	Project
5/18/2025	Crew Parking Area

Item	Description	Qty	Price	Total
	CES Contract Number: 2023-08-C3115-ALL			
500 Earthwork	Fine Grade Site and Prep Subgrade; 12,100 sy	12,100	5.9001	71,391.21T
1000 Construction...	Place 4-inches of City provided millings; 12,100 sy	12,100	8.79981	106,477.70T
1000 Construction...	Bond Fee; 1 ea	1	2,650.00	2,650.00T
Exclusions	RSA requirements, Hazardous material removal, surveying, layout, testing, dewatering, rock excavation, site security, traffic control, silt fences & straw bails, rock entry/exit mats, work resulting from changed or unknown site conditions, and anything not included in this estimate. Also excluded are all permits and fees and as-built drawings. NOTE: Above is an estimate only; final payment to be based off field measurements. Existing topograhpy in quoted areas to remain the same.		0.00%	0.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.

Subtotal	$180,518.91
Sales Tax (7.8958%)	$14,253.41
Total	$194,772.32

Phone #	Fax #	E-mail
5058969428	505-896-9429	holly@jhservicesinc.com

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 8.
Meeting Date: 07/10/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Requesting ratification of Purchase Order 22502551 to Desert West Enterprises Inc in the amount of $114,617.15 (including GRT) for Micro Surfacing with CQS Emulsion and Aggregate at the Air Center. (Corn/Rogers)

BACKGROUND:
Initiated by: Mac Rogers

This request is for ratification of PO # 22502551 to Desert West Enterprises in the amount of $114,617.15 (including GRT) for Micro Surfacing with CQS Emulsion and Aggregate at the Air Center. The purchase order was funded with State appropriation 22-G2773 and procured through CES contract #2023-08-R2110. Desert West is providing chip seal with the micro surfacing for phase II. This infrastructure was required for the Air Center to host PRS for the Reno Air Racing Association.

FINANCIAL CONSIDERATION

- Funding Source Account 51004334-817504
- Funding Source - State Appropriation 22-G2773

LEGAL REVIEW:
Not applicable for this agenda item

BOARD AND COMMITTEE ACTION:
Finance Committee recommended approval 5-0 at their meeting on July 3, 2025.

STAFF RECOMMENDATION:
Staff recommends approval

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 # **22502551**

Delivery must be made within doors of specified destination.

VENDOR
COOPERATIVE EDUCATIONAL SERVIC
10601 RESEARCH RD SE
ALBUQUERQUE, NM 87123

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

Vendor Phone #	Vendor Email Address	Requisition Number	Requisitioner	
505-344-5470		12503499	Della Sanchez	d.andazola@roswell-nm.gov

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
05/09/2025	9521			Air Center Administration

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Paving & Site Work The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Paving & Site Work GL Account: 51004334 - 817504 $114,617.15	1.0	EACH	$114,617.15	$114,617.15
	********** GL SUMMARY ********** 51004334 - 817504 $114,617.15				

By: _____
Purchasing Agent, C.P.O

City Council

Roswell, NM

Total Ext. Price $114,617.15
PO Total **$114,617.15**

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.

GORDIAN | Job Order Contracting Core

Price Proposal - Cooperative Educational Services JOC for Paving & Site Work - 2023-08-R2110-ALL

This proposal was prepared exclusively for Cooperative Educational Services

Job Number: 255
Job Name: Roswell Air Center - 2nd Coat
Contractor: Desert West Enterprises, LLC
Date Created: 05/06/2025
Last Update: 05/06/2025
Proposal Value: $114,617.15
Construction Procurement Catalog: Year 2025 Quarter 2 - ROSWELL, NM

Summary By Division

Division	Line Total
01 General Requirements	-$15,566.05
32 Exterior Improvements	$130,183.20

Non-Prepriced Items

Item Name	Division	QTY	Unit Price	Factor	Line Total
NM Gross Receipts Tax	01 General Requirements	8223.200000	$1.00	1.0000	$8,223.20
CES Discount	01 General Requirements	-26036.640000	$1.00	1.0000	-$26,036.64
Bond	01 General Requirements	2247.390000	$1.00	1.0000	$2,247.39

Detailed Price Proposal

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
1	General Requirements	Non-Prepriced		EA	NM Gross Receipts Tax	$8,223.20

QTY	Unit Price	Factor	Total
8223.200000	$1.00	1.0000	$8,223.20

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
2		Non-Prepriced		EA	CES Discount	-$26,036.64

QTY	Unit Price	Factor	Total
-26036.640000	$1.00	1.0000	-$26,036.64

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
3		Non-Prepriced		EA	Bond	$2,247.39

					QTY	Unit Price	Factor	Total
					2247.390000	$1.00	1.0000	$2,247.39
4	Exterior Improvements	321236361130	S.Y.	Microsurfacing, Type II-MSE, (20lbs/sy, 1/4", 18% microsurfacing emulsion), roadway Roadway				$130,183.20
					QTY	Unit Price	Factor	Total
					41000.000000	$2.94	1.0800	$130,183.20

Regular City Council Meeting 9.
Meeting Date: 07/10/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of increases to Roswell Municipal Landfill fees as proposed. (Corn/Chaparro)

BACKGROUND:
Initiated by: Abraham Chaparro

The Roswell Municipal Landfill adjusts its tipping fees every July 1 to June 30th (fiscal year). This is done to keep up with our operational costs. The City Manager requested we take this to the Council this year. This is a yearly housekeeping item. Moving forward, any fees within the department will be brought to Finance and Council's attention.

FINANCIAL CONSIDERATION
Increases to keep up with inflation.

LEGAL REVIEW:
No Legal review required

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at its meeting on July 3, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Landfill Tipping Fees July 1 2025 to June 30 2026

ROSWELL
New Mexico

Roswell Landfill Tipping Fees
Effective July 1, 2025 – June 30, 2026

Sanitation

Residential ONLY (minimum charge) 300lbs or less **$9.45**

Mixed Loads: **$52.17 Per Ton**
All commercial loads will be charged $52.17 per ton of material. Residential loads the first 300lbs will be charged a flat rate of $9.45. Any additional weight above the first 300lbs will be charged at $52.17 per ton.

Brush/Yard Waste **$0.02 per Pound or $25.00 Per Ton**
Leaves, grass clippings, branches, wood. No large tree trunks (12 inch in diameter or larger)

Heavy Loads: **$30.00 Per Ton**
Asphalt roofing shingles, large tree trunks (12 inches in diameter or larger)

Clean Fill **$19.18 Per Ton**
Concrete, brick, asphalt, rock, MATERIALS MUST MEET CLEAN FILL STANDARDS AS APPROVED BY THE STATE OF NEW MEXICO ENVIRONMENT DEPARTMENT(20.9.2.7 C (4) NMAC). Concrete with rebar is acceptable. These materials can be placed within an unlined, less expensive state approved disposal area as long as these materials are in their pure form. There can be no wood, paper, or any other biodegradable materials that an create land settlement or groundwater contamination. The less expensive disposal area allows the City of Roswell to pass disposal savings on to our customers and residents. (Otherwise, it will be charged at a mixed load rate.)

Tires (bulk)	**$351.29 Per Ton**
Tires (contaminated)	**$703.44 Per Ton**
Tires (passenger):	**$10.00 Per Tire**
Tires (semi-truck)	**$30.00 Per Tire**
Tires (large)	**$0.18 Per Pound**
Tires with Rims	**$50.00 Per Tire**

If more than 10 tires, a tire manifest is required for them (20.9.20.50 NMAC) per truckload. Tires from residential locations (City or County) that are brought with household trash will be charged a minimum rate of $9.45 for the first 300lbs, plus tonnage rate, in addition to the $10.00/passenger tire and $9.02/semi-truck tire.

E-Waste: **$52.17 Per Ton (Plus $1.00 per unit)**
TV's, Printers, Hard drives

Refrigerator Units: **$60.34 per ton (plus $18.00/evac)**
Refrigerators must be empty. Refrigerators with the door removed will not be charge the evacuation fee.

Landfill Pull Charge	**$30.00**
Landfill Equipment Pull Charge	**$30.00**
Trailer Weights Trailer, RV's	**$10.00**
Mulch	**FREE**

Residential/Commercial Grappler Truck Service			
Truckload	**Cubic Yard**	**Price**	**W/Tax**
¼ truckload	5 cubic yards	$35.91	$37.71
½ truckload	10 cubic yards	$75.99	$79.79
Full truckload	20 cubic yards	$143.66	$150.84

20 Cubic Yard & 30 Cubic Yard Roll-Off Containers

Pull Fee	**$290.92**
Weight of Trash	**$52.17 Per Ton**
Saturday Pull Fee	**$350.00**
Overfill Charge	**$200.00**

There are no delivery, set-up, or daily fees, but there must be a pull per 30 days, to avoid the automatic charge.

Regular City Council Meeting 10.
Meeting Date: 07/10/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of a budget adjustment for FY26 museum operational budget in the amount of $57,520. (Corn/Brooks)

BACKGROUND:
Initiated by: Caroline Brooks

The FY26 museum operational budget was approved at a reduced amount due to the temporary closure of the museum building following the flood. However, additional monetary needs are being submitted for review to support recovery efforts, maintain museum accreditation, collection care, and minimal outreach. While the RMAC Foundation does provide some fiscal support for the museum and is an active partner in the museum's recovery, the Foundation has not historically covered the outlined expenses.

FINANCIAL CONSIDERATION
Consideration for the General Fund.

LEGAL REVIEW:
There is no legal review at this time.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at its meeting on July 3, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

FY26 Museum Operational Budget Requests

FY26 Museum Operational Budget Requests

2611-42-4221-0000-585901	Employee Training	$ 3,200.00	To attend conferences and trainings for presenting, networking, fundraising, and professional development to support flood recovery, permanent exhibit planning, and in meeting NAGPRA (Native American Graves Protection and Repatriation Act) federal requirements. Roswell is hosting statewide museum conference in fall 2025; scheduled to present at 2025 New Mexico-Arizona History Conference. Scholarships will also be sought to offset fees.
2611-42-4221-0000-585902	Employee Travel	$ 2,800.00	For trainings, conferences, meetings, and couriering artwork during flood recovery. Note: Some artwork is still needing to be returned to lenders as we work through insurance process. Artwork returns are part of normal in-loan process and are not covered by insurance claim.
2611-42-4221-0000-614002	M&R Building	$ 8,000.00	To turn on electricity in Museum Annex ($6K) which had minimal flood damage and is in use for storage (upgrades are needed to enable power to resume post flood); Incidentals to preserve museum building, including dehumidifiers to help with humidity and space heaters for preserving pipes during winter ($2K).
2611-42-4221-0000-614003	M&R Conservation	$ 8,000.00	Routine supplies for ongoing preventative conservation and care of collection and archives, inclusive of general cleaning, handling, mountmaking and packing supplies for movement of items (blue board, buffer tissue, tyvex, cotton string, polyethylene, cotton batting, fabric, gloves, bubble wrap, brushes, cloths, boxes, collections vacuum filters). Note: these needs are excluded from what will be covered under claim. Additional items such as mat board and some rehousing materials will be requested through claim.
2611-42-4221-0000-614006	M&R Grounds	$ 300.00	Incidentals for minimal maintainance of landscaping at museum building (i.e. irrigation repairs).
2611-42-4221-0000-614004	M&R Equipment	$ 400.00	Air scrubber filters for collection maintenance.
2611-42-4221-0000-614004	Computer-Subscription/License	$ 1,305.00	Annual fee for collections database software ($1245); imperative for managing collection. Amazon Business Account department contribution ($60).
2611-42-4221-0000-712701	G&A-Dues/Memberships	$ 1,735.00	American Alliance of Museums accreditation fee and museum association membership dues. Dues give access to networking, resources and discounts. The museum was reaccredited in spring 2024 and has been accredited since 1978; mark of achievement signifies museum maintains the highest standards in the museum field and aids with exhibit loans, grants, and donations.
2611-42-4221-0000-642901	Non-Capital-Computers	$ 2,700.00	One computer workstation with higher processing capabilities and monitor. This is for collections needs to work through the claims process.
2611-42-4221-0000-655003	Contract-Equip Rent & Lease	$ 1,800.00	UHaul rental for return of artwork/couriering. It saves money doing this in-house as opposed to hiring a company. City does not have vehicle designed for this purpose.
2611-42-4221-0000-725608	Supplies-Janitorial	$ 1,200.00	Custodial supplies for self-maintenance of office and work spaces. Filters for air scrubbers and vacuum.
2611-42-4221-0000-725602	Supplies-Office	$ 800.00	Basic work functions (folders, copy paper, notepads, pens, flipchart paper, envelopes, calendars). Collections recovery has required extra copy paper and folders.
2611-42-4221-0000-712102	Credit Card Fees	$ 2,400.00	To cover membership and merchandise sales.
2611-42-4221-0000-724600	Postage and Shipping	$ 1,200.00	Bulk Mail Fee ($250) and postage for mailings.
2611-42-4221-0000-724601	Supplies-Store Postage/Shipping	$ 1,500.00	To enable online sales of both new recovery merchandise and non-damaged pre-flood merchandise.
2611-42-4221-0000-672801	PubRelat-Education & Promotion	$ 2,180.00	To enable participation in City's quarterly promotional guide for talks, fundraising, membership, Second Saturdays, Museum Pop-Ups, Museum Day, and other outreach events and efforts.
2611-42-4221-0000-674700	PubRelat-Printing & Publications	$ 6,000.00	For school flyers, informational flyers, posters, postcards and newsletters to provide outreach, promote events, and maintain relationship with members and community during closure and recovery.
2611-42-4221-0000-725603	Store Supplies	$ 12,000.00	Reimbursement of production costs to Foundation for branded recovery merchandise as items sell (similar to consignment sales). Sales would be online, through partner institutions, and at outreach events.
	TOTAL REQUEST	**$ 57,520.00**	

Regular City Council Meeting 11.
Meeting Date: 07/10/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of the purchase and contract with Oracle NetSuite as the City's new Enterprise Resource Planning (ERP) system for the implementation of the NetSuite ERP system through the NASPO cooperative contract. (Corn/Gomez)

BACKGROUND:
Initiated by: Toni Gomez

This acquisition is a critical component of our technology modernization initiative aimed at improving financial management, operational efficiency, and transparency. The current ERP system has reached the end of its useful life, with significant limitations in functionality, integration capabilities, and vendor support. After a comprehensive evaluation of multiple ERP solutions, Oracle NetSuite was selected for its robust cloud-based platform, scalability, and integrated modules covering financial management, procurement, human resources, budgeting, and reporting.

Key benefits of transitioning to Oracle NetSuite include:

- Improved Efficiency: Streamlined workflows and automated processes to reduce manual effort and errors.
- Enhanced Reporting and Transparency: Real-time financial data and advanced reporting tools to support informed decision-making and compliance.
- Scalability: A flexible system that can adapt to the City's evolving operational needs.
- Cloud-Based Platform: Improved security, disaster recovery, and remote access capabilities.

FINANCIAL CONSIDERATION
This purchase will be procured through the NASPO (National Association of State Procurement Officials) cooperative contract. The total cost for the implementation and first year of the cloud-based Software-as-a-Service (SaaS) platform is $765,993.

- Funding Source: Expense Line Item 11014041 654801 $491,092 for implementation budgeted in the FY26 Budget
- Funding Source: Expense Line Item 11014041 663301 $274,901 for the cloud-based Software-as-a-Service (SaaS) platform budgeted in the FY26 Budget.

LEGAL REVIEW:
Legal has reviewed the contract.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at its meeting on July 3, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

NetSuite

ORACLE

ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Name	City of Roswell	**Contact**	Toni Gomez
Address	425 N Richardson Ave ROSWELL NM 88201	**Phone Number**	+1 (575) 840-7383
		Email Address	t.gomez@roswell-nm.gov

New Subscription

Services Period: 60 months							
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**List Fee**	**Discount %**	**Unit Net Price**	**Net Fee**
B110491 - Oracle NetSuite for Government Cloud Service, Utility Billing, Water and Waste (up to 10,000 customers) - Hosted Environment	NORTH AMERICA	1	60 mo	252,000.00	21.0	3,318.00	199,080.00
B108187 - Oracle NetSuite for Government Cloud Service, Bill Capture - Each	NORTH AMERICA	1	60 mo	35,940.00	21.0	473.21	28,392.60
B95913 - Oracle NetSuite for Government Cloud Service, Basic Edition - Hosted Environment	NORTH AMERICA	1	60 mo	276,000.00	21.0	3,634.00	218,040.00
B110492 - Oracle NetSuite for Government Cloud Service, Utility Billing, Water and Waste, Additional Customers - 1000 in Customer Count	NORTH AMERICA	10	60 mo	48,000.00	21.0	63.20	37,920.00
B94584 - Oracle NetSuite for Government Cloud Service, Additional General User - Hosted Named User	NORTH AMERICA	99	60 mo	291,060.00	21.0	38.71	229,937.40
B94590 - Oracle NetSuite for Government Cloud Service, Premium Service Tier - Each	NORTH AMERICA	1	60 mo	299,940.00	21.0	3,949.21	236,952.60
B94592 - Oracle NetSuite for Government Cloud Service, Sandbox Environment - Each	NORTH AMERICA	1	60 mo	29,940.00	21.0	394.21	23,652.60

Services Period: 60 months							
Cloud Services	**Data Center Region**	**Quantity**	**Term**	**List Fee**	**Discount %**	**Unit Net Price**	**Net Fee**
B95922 - Oracle NetSuite for Government Cloud Service, Payroll - 5 Employees	NORTH AMERICA	130	60 mo	507,000.00	21.0	51.35	400,530.00
			Subtotal	1,739,880.00			1,374,505.20

Fee Description	Net Fee
Cloud Services Fees	1,374,505.20
Net Fees	1,374,505.20
Total Fees	1,374,505.20

A. Terms of Your Order

1. Applicable Agreement:

a. This ordering document incorporates by reference the NASPO ValuePoint Master Agreement US-GMA-1301562 (AR2487) by and between Oracle America, Inc. ("Oracle") and the State of Utah, as the lead state, and the Participating Addendum US-GMA-1301562 (AR2487)_PA_RoswellNM by and between Oracle and the City of Roswell, NM, (collectively, the "Agreement").

2. Cloud Payment Terms:

a. Net 30 days from invoice date

3. Cloud Payment Frequency:

a. Quarterly in Arrears

4. Currency:

a. US Dollars

5. Offer Valid through:

a. 31-MAY-2025

6. Service Specifications

a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at http://www.oracle.com/contracts.

7. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Order Terms

1. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

2. Terms

The following terms, as used in this order or the Agreement and whether or not capitalized, shall have the same meaning as the applicable defined term: "Agreement" and "Master Agreement"; "Customer", "Client" "Company" and "You"; "Program Documentation" and "Documentation"; "Ordering Document", "Services Order", "order" and "Order Form"; "Services Term" and "Services Period"; "Your Data", "Client Data", "Company Data" and "Your Content".

3. Service Specifications and Order Terms

"Service Specifications" means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Oracle Corporate Security Practices; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-cloud Oracle Services acquired under Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle-provided Software: the Oracle Cloud Hosting and Delivery Policies.

During the Services Period, we may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of third party content. Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

All Services listed on this order are provided by Oracle under, and subject to, the terms of this order, including the Agreement and all Oracle documents referenced in this order. As applicable, Oracle processes a customer's order after receipt of a purchase order, a valid credit card or payment via Paypal. Any terms and conditions on Your purchase order are void and have no legal effect. For Cloud Services, You may not reduce the quantity of Services purchased hereunder (e.g., user or record counts, storage, etc.), in whole or in part, during the Services Period set forth above. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as otherwise provided herein or in the Agreement.

4. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all Services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

5. Order of Precedence

This order, including any subject matter addressed in the Service Specifications, shall supersede any inconsistent term, similar subject matter or scope of service delivery in the Agreement referenced above in Section A.1; however, unless expressly stated otherwise in this order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in this order, the Agreement or other Service Specifications. This order will control over the terms contained in any purchase order.

6. Optional Renewal Period for Cloud Services

You shall have the option to renew the same services listed in the table above section A at the same usage limits for one (1) additional 36-month renewal period ("Option Renewal Period") for the total net fee of $496,334.84, which shall be the sum of the following annual amounts:

- Option Year 1 $165,444.95
- Option Year 2 $165,444.95
- Option Year 3 $165,444.95

Professional Services are not included in the Option Renewal Period.

The cloud services listed in the tables above section A may not be renewed at the Option Renewal Period pricing specified above if (i) Oracle is no longer making such cloud services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the cloud services specified in this ordering document.

City of Roswell		Oracle America, Inc.	DocuSigned by:
Signature	Chad A. Cole	Signature	Jake Camarillo 3C26488AB41E4BB...
Name	Chad Cole	Name	Jake Camarillo
Title	City Manager	Title	Manager, Customer Deal Desk
Signature Date	4/29/2025	Signature Date	30-Apr-2025 | 1:31 PM CDT

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	City of Roswell	**Customer Name**	City of Roswell
Customer Address	425 N Richardson Ave ROSWELL NM 88201	**Customer Address**	425 N Richardson Ave ROSWELL NM 88201
Contact Name	Toni Gomez	**Contact Name**	Toni Gomez
Contact Phone	+1 (575) 840-7383	**Contact Phone**	+1 (575) 840-7383
Contact Email	t.gomez@roswell-nm.gov	**Contact Email**	t.gomez@roswell-nm.gov

NASPO ValuePoint
PARTICIPATING ADDENDUM

CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

Master Agreement #: AR2487

Contractor: **ORACLE AMERICA, INC.**

Participating Entity: City of Roswell, NM

Oracle America, Inc. ("**Oracle**") and the State of Utah, Division of Purchasing, are parties to that certain NASPO ValuePoint Master Agreement for Cloud Solutions, effective March 1, 2017 (contract # AR2487, the "Master Agreement"). This Participating Addendum (this "Addendum" or "PA") to the Master Agreement is between Oracle, as Contractor, and City of Roswell, NM (the "Participating Entity" and the "Purchasing Entity"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Master Agreement.

The following products or services are included in this contract portfolio:

- Oracle products and services listed in Attachment B of the Master Agreement that are commercially available at the time of the order.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers ***Cloud Solutions*** led by the State of Utah for use by Participating Entity and is entered into with the prior approval of the State's Chief Procurement Official.

2. Participation: Participating Entity may order Services from Oracle in accordance with the terms and conditions of this Addendum. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Participating Entity represents and warrants that it has obtained approval of its participation, as required by Section 20.g of Attachment A of the Master Agreement, from the Chief Procurement Official of New Mexico.

   By placing an Order under this Addendum, the Purchasing Entity agrees to be bound by the terms and conditions of this Addendum, including the Master Agreement. The Purchasing Entity shall be responsible for its compliance with and breach(es) of such terms and conditions.

3. Term/Termination: Orders may be placed under this Addendum for the period commencing upon the Effective Date (as defined below) and ending on the earliest of (i) September 15, 2026, (ii) the date of expiration or termination of the Master Agreement, or (iii) the date of expiration or termination of this Addendum. This Addendum may be terminated by either party upon 30 days written notice.

4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Michael Estrada
Address:	613 N.W. Loop 410, Suite 1000, San Antonio, TX 78216
Telephone:	(210) 536-9415
Fax:	N/A
Email:	michael.e.estrada@oracle.com

Participating Entity

Name:	Toni Gomez
Address:	425 N Richardson Avenue, Roswell, NM 88201
Telephone:	(575) 624-6700
Fax:	N/A
Email:	t.gomez@roswell-nm.gov

5. Participating Entity Modifications Or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

[X] No changes to the terms and conditions of the Master Agreement are required.

[___] The following changes are modifying or supplementing the Master Agreement terms and conditions.

6. Resellers: No Resellers are eligible to resell Services to the Purchasing Entity under this Addendum.

7. Orders:
   a. Any Order placed by the Purchasing Entity for Service available under the Master Agreement and this Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement and this Addendum, unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

   b. Orders and payments may be made directly to Oracle. Orders are to be submitted as directed to Oracle's sales representative. After the contents of an Ordering Document have been mutually agreed upon, Oracle and the Purchasing Entity shall sign the Ordering Document, and payments shall be submitted in accordance with such Ordering Document and applicable Oracle invoice.

8. Entire Agreement:
   a. Notwithstanding anything to the contrary set forth in the Master Agreement, by placing an order under this Addendum, the Purchasing Entity agrees that this Addendum and any

information that is incorporated by written reference into this Addendum or the applicable ordering document (including reference to information contained in a URL or referenced policy), together with the applicable ordering document, are the complete agreement for the Services ordered by such Purchasing Entity and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

b. It is expressly agreed that the terms of this Addendum and any Oracle order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Services ordered.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: **City of Roswell**	**Oracle America, Inc.**
Signature:	Signature: DocuSigned by: Dapo Lawal CFEB048A0EA14D5...
Name: Chad Cole	Name: Dapo Lawal
Title: City Manager	Title: Contracts Manager, Deal Mgmt.
Date: 4/16/2025	Date: 16-Apr-2025 | 3:06 PM PDT

Effective Date of this Addendum: April 16, 2025

For Oracle Internal Use:
Oracle agreement reference number: US-GMA-1301562 (AR2487)_PA_RoswellNM

ORACLE

PROFESSIONAL SERVICES ORDERING DOCUMENT

Ordering Document Number: US-18648887

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	**Your Name:** City of Roswell **Your Address:** 425 N Richardson Ave. Roswell, NM 88201

Oracle Representative:	Zoe Schetman	**Your Billing Contact:**	Toni Gomez
Address:		**Address:**	425 N Richardson Ave
Phone Number:	949-351-0203	**Phone Number:**	575-840-7383
Email Address:	Zoe.schetman@oracle.com	**Email Address:**	t.gomez@roswell-nm.gov

You have ordered the Services listed in the table below and detailed in the attached exhibit(s), which are incorporated herein by reference.

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	$446,492.00	$44,600.00	$491,092.00
			Total Fees and Estimated Expenses	**$491,092.00**

A. TERMS

1. **Applicable Master Agreement:** This order incorporates by reference the the NASPO ValuePoint Master Agreement US-GMA-1301562 (AR2487) by and between Oracle America, Inc. ("Oracle") and the State of Utah, as the lead state, and the Participating Addendum US-GMA-1301562 (AR2487)_PA_RoswellNM by and between Oracle and the City of Roswell, New Mexico (collectively, the "Master Agreement").

2. **Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies ("Policies") available at https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf apply to and are incorporated into this order.

3. **Payment Terms:** Net 30 days from invoice date.

4. **Currency:** US Dollars.

5. **Offer Valid through:** 31-MAY-2025.

6. **Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.

7. **Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.

8. **Rights Granted:** Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order ("services and deliverables") for Your internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such

services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

B. ADDITIONAL ORDER TERMS

1. When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.

City of Roswell	**Oracle America, Inc.**
Authorized Signature:	Authorized Signature: DocuSigned by: Gregg Bartoshek B6D6B18B745A4D2...
Name: Chad Cole	Name: Gregg Bartoshek
Title: City Manager	Title: Contract Specialist
Signature Date: 4/29/2025	Signature Date: 30-Apr-2025 | 10:35 AM PDT
Ordering Document Effective Date: 30-Apr-2025	*{to be completed by Oracle}*

Your Name: **City of Roswell**
Ordering Document Number: **US-18648887**
Exhibit Number: **1**

1. Description of Services.
Oracle will provide You with up to three hundred seventy-two (372) person days of technical and functional assistance with the cloud enablement of Oracle NetSuite for Government Cloud Service ("NetSuite for Government") (the "Services"). Oracle will assist You in the following phases:

A. Phase 1 – Finance:
Oracle will assist You with enablement of the following functionality within the Finance module:

Finance Functional Areas	
Projects	Fixed Assets
Grants	Inventory
Journals	Bank Reconciliation
Budget (expense and revenue)	Bill Capture
Purchasing and Accounts Payable	Purchasing Cards
Purchase Orders	

1. Focus Phase:
   a. Conduct one (1) project kick-off workshop for up to two (2) person days for Your project team to review the project governance processes and complete strategy sessions including:
      1. Scope management process;
      2. Risk management process;
      3. Issue management process;
      4. Communications management process;
      5. Configuration management process;
      6. Quality management process;
      7. Review the welcome packet;
      8. Data conversion strategy session;
      9. Integration strategy session; and
      10. Workflow strategy session.
   b. Create and provide an initial project work plan, which will include the following:
      1. Tasks; estimated start and end dates, and estimated durations;
      2. Assigned resources from You and Oracle; and
      3. Known dependencies.

2. Refine Phase:
   a. Conduct up to ten (10) workshops of up to two (2) hours each for Your project team to review functional business processes and data migration for the following:
      1. Chart of accounts ("CoA") setup and fund management;
      2. Entity setup;
      3. General ledger and budgeting;
      4. Inventory;
      5. Purchasing cards;
      6. Fixed assets; and
      7. Follow-up sessions.
   b. Conduct up to two (2) workshops of up to two (2) hours each for Your project team to review:
      1. Procurement functional business process and data migration; and
      2. Procurement follow-up session.

c. Conduct up to two (2) workshops of up to two (2) hours each for Your project team to review functional business processes for the following:
   1. Bank reconciliation; and
   2. Integrations.
d. Document the findings from each workshop in an engagement report.
e. Configure NetSuite for Government hosted environment based upon the engagement reports.
f. Assist with the loading of Your finalized datasets for Finance as follows:

Finance Functional Area	Years of finalized datasets to be loaded
Journals	Up to three (3)
Budget	Up to three (3)
Purchasing and Accounts Payable	Up to three (3)
Purchase Orders	Open/active Purchase Orders, only
Accounts Receivable	N/A
Fixed Assets	Up to three (3)
Inventory	Up to three (3)

g. Provide up to ten (10) total person days of guidance on configuring integrations to the following third-party applications:

Name of third party	Type of data	One-way Import/Export / Bidirectional	Frequency	Method (Application Programming Interface ("API") / Flat file)
OpenEdge	CC Payments	One-way Import	Automated	Flat file
Cleargov	Budgeting	One-way Import	Automated	Flat file

h. Configure up to one (1) of each of the following form templates to include Your information (logo, legal name, address, bill-to address, ship-to address, bank information, etc.):
   1. Invoice;
   2. Purchase order; and
   3. Accounts payable check.

3. Enable Phase:
   a. Conduct up to twenty-eight (28) functional training session(s) of up to two (2) hours each for Your project team on the NetSuite for Government Finance module.
   b. Create a testing plan with You.
   c. Provide up to four (4) person days over the course of six (6) weeks to assist with Finance user acceptance testing ("UAT").

4. Live-Operate Phase:
   a. Conduct one (1) "Final Data Migration Workshop" for up to two (2) hours to complete final Finance data cutover.
   b. Provide up to twelve (12) person days of consulting post go-live support to be used within the first thirty (30) calendar days immediately following production go-live for Finance.
   c. Facilitate the transition from Your implementation team to the NetSuite for Government support team for the Finance module.

B. Phase 2 – Human Resources ("HR")/Payroll:
Oracle will assist You with enablement of the following functionality within the HR/Payroll module:

HR/Payroll Functional Areas
Human Resources & Personnel Management
Time & Attendance
Payroll
Employee Self Service

1. Focus Phase:
   a. Conduct one (1) business process review session for up to three (3) person days for Your project team to review the following:
      1. Current human resources processes;
      2. Current payroll process;
      3. Changes to process updates; and
      4. Data conversion plan.

2. Refine Phase:
   a. Conduct up to four (4) "HR/Payroll Data Migration Workshops" for up to two (2) hours each for Your project team to review the following processes for the NetSuite for Government:
      1. System configuration and configuration of HR and payroll table data;
      2. Load employee data;
      3. Data review and clean up; and
      4. Load and test data changes.
   b. Document the findings from each HR/Payroll Data Migration Workshop in an HR/Payroll Data Migration Engagement Report.
   c. Assist with the loading of Your finalized datasets for HR/Payroll as follows:

Functional Area	Calendar years of finalized datasets to be loaded
Employees	Up to three (3)
Payroll	Up to three (3)

   d. Conduct up to three (3) "HR/Payroll Configuration Workshops" for up to two (2) hours each for Your project team to review the following processes:
      1. Timecards;
      2. Payroll calculations;
      3. Payroll configuration.
   e. Document the findings from each HR/Payroll Data Configuration Workshop in a HR/Payroll Configuration Engagement Report.
   f. Configure NetSuite for Government hosted environment based upon the HR/Payroll Configuration Engagement Reports.

3. Enable Phase:
   a. Conduct up to twelve (12) functional training session(s) of up to two (2) hours each for Your project team on the NetSuite for Government HR/Payroll module.
   b. Provide up to twenty-nine (29) person days to assist with up to three (3) HR/Payroll parallel tests.

4. Live-Operate Phase:
   a. Provide up to thirteen (13) person days of consulting post go-live support to be used within the first two (2) pay periods, or thirty (30) calendar days immediately following production go-live for HR/Payroll, whichever comes first.
   b. Facilitate the transition from Your implementation team to the NetSuite for Government support team for the HR/Payroll module.

C. Phase 3 – Utility Billing ("UB"):
   1. Focus Phase:

a. Conduct one (1) business process review session for up to three (3) person days for Your project team to review the following:
   1. Current utility billing processes;
   2. Changes to process updates;
   3. Data conversion plan; and
   4. Integration plan.

2. Refine Phase:
   a. Conduct up to four (4) UB data migration workshops for up to two (2) hours each for Your project team to review the following processes:
      1. System configuration, and configuration of UB table data;
      2. Load customer and account data;
      3. Data review and clean up; and
      4. Load and test data changes.
   b. Document the findings from each UB data migration workshop in a UB Data Migration Engagement Report.
   c. Assist with the loading of Your finalized datasets for UB as follows:

Functional Area	Finalized datasets to be loaded
Customer to meter account data, billing, meter reads, payments, and adjustment data.	Up to one (1)

   d. Conduct up to four (4) UB configuration workshops for up to two (2) hours each for Your project team to review the following processes:
      1. Customer profiles and accounts;
      2. Meter data management and service order management;
      3. Billing calculations, and credit and collections; and
      4. Analytics workflows, reporting, and integration.
   e. Document the findings from each UB data configuration workshop in a UB Configuration Engagement Report.
   f. Configure NetSuite for Government hosted environment based upon the UB Configuration Engagement Reports.
   g. Provide up to seven (7) total person days of guidance on configuring integrations to the following:
      1. Up to three (3) flat file integration, as mutually agreed.
      2. Up to one (1) integration with a payment gateway through iFrame or browser redirect, as mutually agreed.

4. Enable Phase:
   a. Conduct up to four (4) functional training session(s) of up to two (2) hours each for Your project team on the NetSuite for Government UB module.
   b. Provide up to seventeen (17) person days to assist with up to one (1) UB parallel test.

5. Live-Operate Phase:
   a. Provide up to ten (10) person days of consulting post go-live support to be used within the first one (1) billing cycle, or forty-five (45) calendar days immediately following production go-live for UB, whichever comes first.
   b. Facilitate the transition from Your implementation team to the NetSuite for Government support team.

2. Rates, Estimated Fees and Expenses, and Taxes.

A. The Services are performed on a time and materials ("T&M") basis; that is, You shall pay Oracle for the actual time spent performing the Services, plus materials, taxes, and expenses.

B. Rates. For a period of eighteen (18) months from the ordering document effective date, the Services will be performed at the rate of $150.00 per hour. Thereafter, unless otherwise agreed by You and Oracle in an amendment, the Services will be provided at Oracle's consulting rates in effect when the Services are performed.

C. Estimated Fees and Expenses. All fees and expenses will be invoiced monthly. The fee and expense estimates specified in Your order are intended only to be for Your budgeting and Oracle's resource scheduling purposes, and may exceed the specified totals; these estimates do not include taxes. Once fees for Services reach the estimate, Oracle will cooperate with You to provide continuing Services on a T&M basis.

3. Project Management.
You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services.

4. Your Cooperation.
   A. Prior to the commencement of Services, designate and identify a project sponsor and a project manager that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite hosted environment. Responsibilities include but are not limited to:
      1. Provide user feedback during configuration and validation.
      2. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required.
      3. Provide on-going support to internal users following the implementation.
   B. Enable administrator access to allow provisioning of Your NetSuite for Government hosted environment prior to the commencement of Services.
   C. Modify Your processes as necessary to align with the standard functionality of NetSuite for Government.
   D. Ensure that Your technical and functional resources have the necessary internal process knowledge and are empowered to make decisions.
   E. Ensure that Your team members are dedicated to completing their tasks related to these Services.
   F. Complete and return the questionnaire in the NetSuite for Government Welcome Packet to Your Oracle project manager prior to the project kick-off workshop.
   G. Be responsible for choosing Your desired form templates from the samples provided to You during the project kick-off workshop.
   H. Be responsible for providing positive pay sample file from Your banking institution.
   I. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
   J. You will accept Oracle NetSuite release upgrades.
   K. You will not film or record Oracle's delivery of Services, Oracle resources, or any Oracle materials.
   L. You are responsible for planning, executing, and managing all aspects of end-to-end and final reviews, including customizing the Oracle provided templates to prepare and execute test cases and plans and reviewing test results.
   M. Ensure that Your designated Learning Cloud Support passholder training attendee(s) are completing any implementation training courses assigned to them by the Oracle team in the timeline specified as mutually agreed by You and received from the Oracle at the start of the implementation.
   N. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
   O. Manage the post-production maintenance and support of Your NetSuite for Government hosted environment.
   P. Workshop-related cooperation:
      1. For each workshop make Your existing procedure and business process documentation available to Oracle at least one (1) week prior to the workshop.
      2. Make Your key decision owners available to attend the workshops.
      3. Respond to Oracle requests/queries within two (2) business days.
   Q. Integration-related cooperation:
      1. For each third-party listed in Section 1.A.2.g, You must provide integration specifications, third-party requirements, and have a live operating environment in place in order for the implementation team to deliver the Services in this section.
      2. You will be live in production on all of Your third-party applications to be integrated with NetSuite for Government at least six (6) months prior to the planned go-live date of this implementation.
      3. Implement and maintain the production and consumption of the file-based interfaces with Your existing systems.
   R. Migration-related cooperation:

1. Be responsible for extracting the data from Your legacy system(s), providing it in the format specified by Oracle, and providing the Oracle team with all necessary context related to establishing the data migration process.
2. Audit Your data for data migration, including historical years up through the current fiscal year.
3. Financial data to be migrated must include the following:
   a. Balances of fully qualified accounts (e.g., Fund-Dept-Obj, and other segments).
   b. All general ledger impacting transactions (trial balance details), summed and compared by each fully qualified account to the provided balances; no transactions are omitted.
   c. Transaction details such as purchase orders, bills, invoices, credits, voids, adjustments, payments, checks, wires, etc. must identify which general ledger impacting transaction it is associated with. The values of these details are compared to the general ledger impacting transaction totals to validate that no details are omitted.
4. Human resources and payroll data to be migrated must include the following:
   a. Employees includes demographics, benefits, position, contribution/deduction assignments.
   b. All regular active and termed employees for the calendar year(s) in Section 1.B.2.c.
   c. Current year taxes, direct deposits, and leave plans for active employees.
   d. Payroll check history data consists of employee pay for purposes of reporting (i.e., 941, W2's, and monthly state reporting).
5. UB data to be migrated must include the following:
   a. Balances of utility billing customer accounts, as well as debits and credits against each billable service account and the underlying financial transactions that impact the account balance.
   b. Account details such as customer names, service and contact addresses, customer identifiers.
   c. Meter and device identifiers.
   d. Meter readings and billing calculations.
   e. Transaction details such as payments, tender information, and adjustments.
   f. Transaction details such as bills, invoices, credits, voids, adjustments, payments, checks, wires, etc. must identify which general ledger impacting transaction it is associated with. The values of these details are compared to the general ledger impacting transaction totals to validate that no details are omitted.
6. Validate the final list data and transactional data within two (2) weeks from data upload.

5. Project Assumptions.
   A. A person day is defined as one (1) resource working up to eight (8) hours.
   B. Standard functionality is defined as the functionality described in applicable documentation, for the NetSuite for Government application, provided by Oracle.
   C. Hosted environment is defined as the combination of systems and supporting resources to which Oracle grants You access as part of the services ordered by You, that are (i) configured for the Oracle Programs operating on it and for specific uses as part of the services, and (ii) used by Oracle to perform the Services. The hosted environment consists of the production environment, and any non-production environment(s), as referenced in the applicable ordering document and services policies.
   D. The implementation methodology for the Services is the Oracle True Cloud Method ("TCM").
   E. The NetSuite for Government standard chart of accounts segmentation structure will be used as a default segmentation with localization as required.
   F. This estimate assumes configuration for up to one (1) legal entity, and up to one (1) legacy third-party software provider per module.
   G. Workflows are limited to up to three (3) tiers of approval; models include:
      1. Journals;
      2. Budget adjustments.
      3. Accounts payable.
      4. Purchase orders.
      5. Accounts receivable.
   H. Integration-related assumptions:
      1. If the effort to implement the third-party integrations identified by You exceeds the estimates in Section 1.A.2.g., such adjustments shall be subject to the change control process.
      2. Upon review of Your business processes, if You and Oracle mutually agree that any of the API(s) in Section 1.A.2.g, would be better served as flat file integrations, Oracle reserves the right to utilize an automated flat file for specific portions of the integration, as mutually agreed with You at such time.

3. Except to the extent expressly stated in the Description of Services section of this document, the use of the terms "integrate" and "integration" throughout this document is not intended to mean that Oracle will ensure (i) the physical or functional integration of Oracle products with external legacy systems, third party products and/or other software applications; (ii) the functioning of Oracle products as a coordinated whole with such external legacy systems, third party products and/or other software applications; or (iii) any non-standard integration between Oracle products. Rather, the terms are used to refer to the overall concept of data exchange between the Oracle products and other systems, products or applications identified in this document, and may include interfacing and/or other methods of integration or interoperation as described in the Description of Services section of this document.
4. Parameters for build, test, and deploy for integrations:
   a. Flat file integrations:

EXTENSIBILITY TYPE	PARAMETERS / EFFORT TYPE	INTEGRATION(S) - MANUAL FLAT FILE	INTEGRATION(S) - AUTOMATED FLAT FILE
Inbound flat file integration	• Number of record types (e.g., Journal Entries, Pay records, Payments) to be loaded • Number of files to process • Import process used to perform action • File Transfer process ◦ Automation of file transfer can be accomplished by a custom script ◦ Manually copying a file into the File Cabinet is an option	• Using standard NetSuite for Government tools • One (1) record type • One (1) file to be imported • Manual file copy into the NetSuite for Government File Cabinet • Manual process to perform import process • May take up to fifteen (15) hours	• Automated flat file • Multiple record types • One (1) to many files to be imported • Automated file processing using SFTP methods • Scheduled or scripted process to import data • May take forty (40) hours or more
Outbound flat file integration	• Number of record types (e.g., Journal Entries, Pay records, Payments) to be loaded • Number of files to process • Import process used to perform action • File Transfer process ◦ Automation of file transfer can be accomplished by a custom script ◦ Manually copying a file into the File Cabinet is an option	• Standard NetSuite for Government Tools • One (1) record type • One (1) file to be exported • Manual process to run report of data to be exported into the NetSuite for Government File Cabinet • Manual process to perform export process • May take up to fifteen (15) hours	• Automated flat file • Multiple record types • One (1) to many file to be exported • Manual or automated process to create flat file to be exported • Scheduled or scripted process to export data • May take forty (40) hours or more

I. Migration-related assumptions:
1. Data migration is limited to the assistance described in Section 1.A.2.f, Section 1.B.2.c, and Section 1.C.2.c.
2. Data provided by Your organization will be validated by the Oracle Local Government implementation team before being loaded into NetSuite for Government. However, any discrepancies or inconsistencies will be returned to You for correction or clarification, up to three (3) revisions. It is recommended that data validation occur prior to submission of the finalized dataset for loading.
3. Changes to HR and Payroll configuration or finalized datasets for HR and Payroll may only be made prior to the first payroll parallel test.
4. The amount of time required to import legacy transactions and associated detail is determined by Your ability to provide reconciled data in the format requested. Delays may impact key implementation dates, including go-live.
5. A finalized dataset for finance is defined as up to one (1) year's worth of historical data containing all the information that You wish to migrate, as validated by Your project team. Modifying the structure of the data can cause delays in the migration process and/or inconsistencies in the final result. This dataset should have all relevant details comprising the debits and credits against each accounting segment that impacts the general ledger. All transaction lines should be rounded to two (2) decimal places while maintaining balanced debits and credits and aligning with balances for each fiscal year. All transaction detail records (e.g., vendor bills, checks, accounts receivable invoices, cash receipts) must include an associating reference to the general ledger impacting transaction as well its relationship with other detail transactions such as bills-to-purchase orders or checks-to-bills. Subledger transactions details (i.e., subledger project transaction details) should be free of conflicts from their associated general ledger impact transaction.
6. A finalized dataset for HR is defined as up to one (1) year's worth of employee data containing all employee assignments and table records for the assignments. This will include positions, deductions, benefits, taxes, and

demographic information per each individual employee to be migrated over. Modifying the structure of the data can cause delays in the migration process and/or inconsistencies in the final result. All employee data should be verified by Your project team as accurate and associated with the appropriate table definitions for each of the respective areas (position details, benefit tables, etc.).

7. A finalized dataset for UB is defined as up to thirteen (13) months' worth of historical data containing the required information that You wish to migrate, as validated by Your project team. Modifying the structure of the data can cause delays in the migration process and/or inconsistencies in the final result. This dataset should have all relevant details comprising the customer names, service and contact addresses, account details, meter and device identifiers, as well as debits and credits against each billable service account and the underlying financial transactions that impact the account balance. All transaction lines should be rounded to two (2) decimal places while maintaining balanced debits and credits and aligning with balances for each of the thirteen (13) fiscal months. All transaction detail records (e.g., bill IDs, payment transaction IDs, checks numbers, adjustment IDs) must include an associating reference to the account and applicable bill ID.

J. The following are not included in the scope of, or fees for, Services under this exhibit:
   1. Performance testing, tuning, or any management of performance.
   2. Testing beyond the activities described in this exhibit.
   3. Customizations to NetSuite for Government.
   4. Oracle Cloud subscription services.
   5. Languages other than U.S. English.
   6. Integrations or data conversions beyond what is explicitly described in this exhibit.
   7. Form configuration beyond what is explicitly described in this exhibit.
   8. Custom workflow models for timecard approvals.
   9. Custom payroll check forms.
   10. Creation of budget book, capital improvement program budget, or personnel budget.
   11. Cloud middleware, database, operating and other hardware activities.
   12. Oracle transactional business intelligence training.
   13. Complex business processing or orchestration related to integrations.
   14. Transformations or data mapping of elements.
   15. Any kind of data cleansing and data reconciliation activities.
   16. Migration of budget line-item detail notes.
   17. Additional workforce structures for future use, expansion, or acquisitions.
   18. Extensions, customizations, or custom reports.
   19. Localizations other than those made to the chart of accounts structure.
   20. Post-production Services exceeding the effort explicitly described in this exhibit.
   21. Anything not expressly listed in the Description of Services.

Regular City Council Meeting 12.
Meeting Date: 07/10/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Resolution 25-28: Adoption of Resolution 25-28 pursuant to the New Mexico Open Meetings Act. (Heldenbrand/Martinez)

BACKGROUND:
Initiated by: City Clerk

Section 10-15-1 of the New Mexico Open Meetings Act requires that the City determine on an annual basis in a public meeting what notice is reasonable for the City Council and its standing committees.

FINANCIAL CONSIDERATION
There is no direct financial impact of this resolution.

LEGAL REVIEW:
The City Attorney has reviewed the proposed resolution. Resolutions require a majority of the Governing Body for adoption.

BOARD AND COMMITTEE ACTION:
The Legal Committee recommended approval (5-0) at their meeting on June 26, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Resolution 25-28 Open Meeting Act - Draft

RESOLUTION 25-28
ADOPTING RESOLUTION 25-28 PURSUANT TO THE OPEN MEETINGS ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED, ADOPTED, AND APPROVED this 12th day of June 2025

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

DRAFT

Regular City Council Meeting 13.
Meeting Date: 07/10/2025
COMMITTEE: N/A
CONTACT: N/A **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Resolution 25-29: Weeds - The Resolution shall mandate the cleanup of approximately thirty-three (33) separate properties within the City. (Heldenbrand/Franco)

BACKGROUND:
Initiated by: Toby Franco

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

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

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

BOARD AND COMMITTEE ACTION:
No action required.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

ATT 1 Resolution 25-29 Weeds
ATT 2 Resolution 25-29 Weeds

CITY OF ROSWELL
RESOLUTION 25-29

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 10th day of July 2025.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

1309 S VIRGINIA AVE SOUTH HIGHLANDS AMEND Block 14 Lot 9 S2 AND Lot 10 S2 AND Lot 11 S2 AND Lot 12 S2 S 9 T 11S R 24E DOC# 202102286 WD AMERCO REAL ESTATE COMPANY 2727 N CENTRAL AVE PHOENIX, AZ 85004	303 E ALBUQUERQUE ST SOUTH ROSWELL Block 19 Lot 6 AND Lot 8 DOC# 202500450 REC LISET SOLIS CHAVEZ; GILBERTO CHAVEZ BARRERA 2544 DON GREGORIO RD SW ALBUQUERQUE, NM 87105
519 E 5TH ST BELLE PLAIN Lot 75 W 48' E 155' Quarter SW S 33 T 10S R 24E BK 830 PG 793 WD RUSSELL, JOHNNIE BROOKS SR 523 E 5TH ST ROSWELL, NM 88201	304 E FOREST ST SOUTH HIGHLANDS REDIVISION Block 13B Lot 17 BERRONES, PORFIRIO C C/O SOLEDAD BERRONES-FELIZ 376 MOUNT VERNON DR SAN GABRIEL, CA 91775
1216 JOHNSON RD JOHNSON & ALLISON LOT 2 BLK 2 FRUITLAND Block 0 Lot 21 BK 294 PG 959 WDJT SHIPP, SYBLE L 1215 JOHNSON RD ROSWELL, NM 88203	1217 JOHNSON RD JOHNSON & ALLISON Lot 2 BLK 2 FRUITLAND Block 0 Lot 9 BK 253 PG 485 WDJT SHIPP, SYBLE L 1215 JOHNSON RD ROSWELL, NM 88203
321 E FOREST ST SOUTH HIGHLANDS REDIVISION Block 13A Lot 2 DOC# 202407186 WD MORRIS TRUST, DONALD E 6022 S PECK AVE LA GRANGE HIGHLANDS, IL 60525	1417 S MONROE AVE SOUTH HIGHLANDS REDIVISION Block 28B Lot 12 DELGADO, THERESA 15637 CLARKGROVE ST HACIENDA HEIGHTS, CA 91745
1408 STANTON AVE SOUTH HIGHLANDS REDIVISION Block 28B Lot 5 VEGA, ALFREDO 4738 AGUA FRIA, SANTA FE, NM 87507	1406 STANTON AVE SOUTH HIGHLANDS REDIVISION Block 28B Lot 4 DOMINGUEZ, BRAYAN VEGA 4787 AGUA FRIA ST SANTA FE, NM 87507
1404 STANTON AVE SOUTH HIGHLANDS REDIVISION Block 28B Lot 3 ESCUDERO-RAMOS, EDGAR BENJAMIN 1 SENDA CORVO COURT SANTA FE, NM 87507	1508 JACKSON AVE FRUITLAND Block 4 Lot 2 E 87' N 117' S 395.08' DOC# 202501676 QCD MCKEAN, RICHARD D; MCKEAN, JEANIE C 203 KENNEL LN CARLSBAD, NM 88220

1007 N GARDEN AVE BELLE PLAIN Lot 6 THAT PORTION N & W OF S CHANNEL NORTH SPRING RIVER & Lot 7 THAT PORTION N & W OF S CHANNEL NORTH SPRING RIVER & Lot 8 THAT PORTION N & W OF S CHANNEL NORTH SPRING RIVER S 33 T 10S R 24E NW4NE4 S 449.11' N 1290.01' E 387.49' W 423.32' / E 399.6' W 840' S 500' / E 410.4' W 440.4' S 50' BK 808 PG 94 SWD (OUTDATED LEGAL DESCRIPTION) A&Z LLC PO BOX 405 DEXTER, NM 88230	1511 STANTON AVE FRUITLAND Block 4 Lot 2 S 65 FT N 359’ W 134.98 FT AND Lot 2 W 72’ E 139.98’ S 117’ N 417’ S 9 T 11S R 24E DOC# 202501675 QCD MCKEAN, COLLEEN B 201 E PLUM LN, UNIT # 18 CARLSBAD, NM 88220
3211 N MAIN ST LINDA VISTA ESTATES Block A Lot 1 W 200.01' AND Lot 2 W 200.01' Quarter NW S 21 T 10S R 24E SG NATIONAL LLC 1185 6TH AVE FL 10 NEW YORK, NY 10036	APPROX. 3304 N MAIN ST BERRENDO IRRIGATED FARMS Block 17 Lot 22 E 280' EXC S 300' E 205' S 17 T 10S R 24E SILVA JUAN V; SILVA DAYNA L 609 W BERRENDO RD ROSWELL, NM 88201
APPROX. 3305 N MAIN ST BERRENDO SUMMARY PLAT 2 Lot 2 S 16 T 10S R 24E JAY GLUCK 204 W 4TH ST ROSWELL, NM 88201	APPROX. 3625 N, MAIN ST LEWIS REDIVISION OF TRACT A Tract D S 16 T 10S R 24E B & B MERRITT REAL ESTATE LLC 750 N 17TH ST LAS CRUCES, NM 88005
APPROX. 3617 N MAIN ST RIVERSIDE NORTH SUBDIVISION SUMMARY PLAT NO. 5 Lot 1 S 16 T 10S R 24E ROSWELL NORTH MAIN LLC 131 MADISON ST NE ALBUQUERQUE, NM 87108	87 & 89 E BYRNE ST PECOS VALLEY VILLAGE Block 8 Lot 3 OLIVAS, VELIA 10200 CENTRAL AVE SW TRLR 70 ALBUQUERQUE, NM 87121
416 W 16TH ST MOUNTAIN VIEW Block 2 Lot 12 E 50' W 200' Quarter SE S 29 T 10S R 24E HERRERA, DOMINIC ANGEL 506 GREENBRIAR ST ROSWELL, NM 88203	2910 N MAIN ST BERRENDO IRRIGATED FARMS Block 20 Lot 8 W 282' E 302' N 156.3' S 357.3' S 20 T 10S R 24E WELLS FARGO BANK NM NA C/O THOMSON PROPERTY TAX SERVICES PO BOX 2609 CARLSBAD, CA 92018

APPROX. 118 1/2 E BYRNE ST PECOS VALLEY VILLAGE Block 6 Lot 36 CHAVARRIA, ANDREW T 3804 W MISSOURI ARTESIA, NM 88210	APPROX. 79 & 81 E WELLS ST PECOS VALLEY VILLAGE Block 10 Lot 16 MENDOZA, ADRIANA 947 ELKHART ST AURORA, CO 80011
612 S MICHIGAN AVE LEWIS 1ST AMND Block 2 Lot 2 GONZALES, STEVE; GONZALES, BETTY 336 E BONNEY ST ROSWELL, NM 88203	517 S FIR AVE THORNE Block 7 Lot 12 BLOODWORTH, ANNETTE BROWN 3210 S COUNTY RD 1067 MIDLAND, TX 79706
401 & 401 1/2 S KANSAS AVE PAULY Block 12 Lot 1 SCHWEDER, WILLIAM D; SCHWEDER, GREGORIA 1724 N OHIO AVE ROSWELL, NM 88201	402 S UNION AVE PAULY Block 10 Lot 2 STRINGER, AARON LEA; DUNCAN, TANYA MICHELLE 402 S UNION AVE ROSWELL, NM 88203
111 S MICHIGAN AVE OVARDS Block 6 Lot 9 GRIFFIN, INEZ; MOZELLA WRIGHT C/O MOZELLA WRIGHT 9416 SIERRA CREEK DR ELK GROVE, CA 95624	113 S MICHIGAN AVE OVARDS Block 6 Lot 8 OLIVER, MOSELLER C/O MOZELLA WRIGHT 9416 SIERRA CREEK DR ELK GROVE, CA 95624
1508 W ALAMEDA ST FAIR PARK Block 10 Lot 5 AZIZ GENERAL TRADING CO LLC 2304 N MAIN ST ROSWELL, NM 88201	1601 S WASHINGTON AVE SOUTH HIGHLANDS EXT C Block 5 Lot 15 CASTILLO, PAUL PO BOX 4637 ROSWELL, NM 88202
2704 S WASHINGTON AVE FRUITLAND REDIV OF LOT 1 SIEGBERT LAZAR TRUST PO BOX 1398 VOLCANO, HI 96785	

Regular City Council Meeting 14.
Meeting Date: 07/10/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 25-30: Consider adoption of Resolution 25-30 for support of application to the New Mexico Department of Finance for possible Community Development Block Grant (CDBG) funding application. (Corn/MacCornack)

BACKGROUND:
Initiated by: James MacCornack

City of Roswell has begun the initial steps of an application to the New Mexico Department of Finance for a possible Community Development Block Grant project. Two public meetings have been held on May 28th and June 6th. The potential project that was identified during these hearings was sidewalk and ADA improvements on 6th, 7th, and 8th Streets from Railroad St to Garden St. This project would be estimated to cost approximately $1,300,000 and, if awarded, the City would be responsible for a 10% match of approximately $130,000.

FINANCIAL CONSIDERATION
This is for project application support. If awarded, a budget adjustment would be required.

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

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at its meeting on July 3, 2025.

STAFF RECOMMENDATION:
Proceed as recommended.

Attachments

ATT 1 - Draft Resolution 25-30
ATT 2 - CDBG Application Checklist
ATT 3 - Possible CDBG Project Area Map
ATT 4 - Possible CDBG Project Preliminary Estimate

RESOLUTION 25-30

A RESOLUTION OF THE CITY COUNCIL OF ROSWELL, NEW MEXICO, AUTHORIZING THE SUBMISSION OF A NEW MEXICO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION/LOCAL GOVERNMENT DIVISION; AND AUTHORIZING THE MAYOR TO ACT AS THE CITY OF ROSWELL'S CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY OF ROSWELL'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, the need exists within City of Roswell for neighborhood improvement projects in several low and moderate income neighborhoods, and the City of Roswell desires to apply to the Housing and Urban Development's Community Development Block Grant Program to obtain funding for neighborhood improvement projects; and

WHEREAS, the City Council has held 2 public hearings for public input and comment (5/28/2025 and 6/6/2025) during the 2025 application process; and

WHEREAS, the City Council finds that there is a significant need to undertake the (Project) to provide adequate services to the community; and

WHEREAS, the City Council determines that the (Project) meets the requirements of the Community Development Block Grant 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 is hereby authorized to prepare and submit a Community Development Block Grant application to the New Mexico Department of Finance and Administration/Local Government Division for the (Project);

2. That the City Council directs and designates the Mayor as the City of Roswell's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City of Roswell's participation in the New Mexico Community Development Block Grant Program);

3. The City of Roswell officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution;

4. That the full application amount be for $1,300,000 of grant funds to carry out sidewalk and ADA improvements on 6th, 7th, and 8th Streets from Railroad Street to Garden Street in Roswell, New Mexico;

5. That it further be stated that the City of Roswell is committing $130,000 from its General

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Fund as a cash contribution toward the sidewalk and ADA improvements along 6th, 7th, and 8th Streets from Railroad Street to Garden Street

PASSED, ADOPTED, SIGNED and APPROVED ________, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

DRAFT

New Mexico Department of Finance and Administration

CDBG Application Checklist (2025)

1. **TRANSMITTAL LETTER** *(Application Instructions, pages 41-42)*
   Yes ☐ No ☐ File Name: Transmittal Letter_Municipality/County

2. **CERTIFICATION AND ASSURANCES** *(Application Instructions, pages 47-50)*
   a. **CDBG Program Requirements**
      Yes ☐ No ☐ File Name: Program Requirements_Municipality/County
   b. **HUD Applicant Disclosure Report (Exhibit 1-F)**
      Yes ☐ No ☐ File Name: 1-F_Municipality/County
   c. **Federal Assurances**
      Yes ☐ No ☐ File Name: Federal Assurances_Municipality/County
   d. **Certifications**
      Yes ☐ No ☐ File Name: Certifications_Municipality/County

3. **PUBLIC PARTICIPATION** *(Application Instructions, pages 8-10)*
   a. **Public Participation Checklist**
      Yes ☐ No ☐ File Name: Public Participation Checklist_Municipality/County
   b. **Public Meeting Notice - English & Spanish (Exhibit 1-Q)**
      Yes ☐ No ☐ File Name: 1-Q_Municipality/County
   c. **Evidence of Posting (Exhibit A)** (if applicable)
      Yes ☐ No ☐ N/A ☐ File Name: A_Municipality/County
   d. **Affidavit of Publication** (if applicable)
      Yes ☐ No ☐ N/A ☐ File Name: Affidavit_Municipality/County
   e. **Pre-selection Public Meeting Agenda/Minutes (Exhibit 1-Q-1)**
      Yes ☐ No ☐ File Name: 1-Q-1_Municipality/County
   f. **Pre-selection Sign-in Sheet(s)**
      Yes ☐ No ☐ File Name: Pre-selection Sign-in_Municipality/County
   g. **Post-selection Public Meeting Agenda/Minutes (Exhibit 1-Q-2)**
      Yes ☐ No ☐ File Name: 1-Q-2_Municipality/County
   h. **Post-selection Sign-in Sheet(s)**
      Yes ☐ No ☐ File Name: Post-selection Sign-in_Municipality/County

4. **SURVEY / ACS** *(Application Instructions, pages 11-21)*

a. **Request for Survey Methodology Approval**
Yes ☐ No ☐ File Name: Methodology Request_Municipality/County

b. **DFA-CDBG Approval of Survey Methodology**
Yes ☐ No ☐ File Name: Survey Methodology Approval_Municipality/County

c. **Sample Universe Data**
Yes ☐ No ☐ File Name: Sample Universe_Municipality/County

d. **Completed Survey (Exhibit C)**
Yes ☐ No ☐ N/A ☐ File Name: Completed Survey_Municipality/County

e. **Income Survey Certification (Exhibit D)**
Yes ☐ No ☐ N/A ☐ File Name: D_Municipality/County

f. **LMI Worksheet (Exhibit E)**
Yes ☐ No ☐ N/A ☐ File Name: E_Municipality/County

g. **Spreadsheet Summarizing Survey Results**
Yes ☐ No ☐ N/A ☐ File Name: Spreadsheet Summary Municipality/County

h. **Request for ACS Methodology Approval**
Yes ☐ No ☐ File Name: ACS Request_Municipality/County

i. **DFA-CDBG Approval of ACS Methodology**
Yes ☐ No ☐ File Name: ACS Approval_Municipality/County

j. **Census Data used to meet low/moderate income requirements**
Yes ☐ No ☐ N/A ☐ File Name: Census_Municipality/County

k. **Correspondence/Back up Data relevant to the application** (if applicable)
Yes ☐ No ☐ N/A ☐ File Name: LMI Back up_Municipality/County

l. **Request for Limited Clientele Methodology Approval**
Yes ☐ No ☐ N/A ☐ File Name: LMC Request_Municipality/County

m. **DFA-CDBG Approval of Limited Clientele Methodology**
Yes ☐ No ☐ N/A ☐ File Name: LMC Approval_Municipality/County

n. **Correspondence/Back up Data relevant to the application**
Yes ☐ No ☐ N/A ☐ File Name: LMC Back up_Municipality/County

5. **SITE CONTROL** *(Application Instructions, pages 39-40)*

a. **CDBG Site Certificate (Exhibit F)**
Yes ☐ No ☐ File Name: F_Municipality/County

b. **Deed of Trust or other legal document proving ownership, access, right of way**
Yes ☐ No ☐ N/A ☐ File Name: Deed of Trust_Municipality/County

c. **Maps**
Yes ☐ No ☐ N/A ☐ File Name: Map_Municipality/County

6. **APPLICATION FORM** *(Application Instructions, pages 51-53)*

a. **Application Form (Exhibit G)**
Yes ☐ No ☐ File Name: Application-Exhibit G_Municipality/County

7. CASH MATCH/LEVERAGING *(Application Instructions, pages 22-24)*

a. **Resolution for Matching Funds (Exhibit H)**
Yes ☐ No ☐ File Name: Matching Funds Resolution_Municipality/County

b. **Supporting documentation for proof of cash match**
Yes ☐ No ☐ File Name: Cash Match_Municipality/County

c. **Supporting documentation for proof of leveraging**
Yes ☐ No ☐ File Name: Leverage_Municipality/County

d. **Supporting documentation for proof of in-kind payment**
Yes ☐ No ☐ File Name: In-Kind_Municipality/County

***8.* PROJECT NARRATIVE & SCOPE OF WORK** *(Application Instructions, pages 43-46)*
Project Type: Water, Wastewater, Public Facility, Street/Drainage

a. **Questions & Answers for Water Projects**
Yes ☐ No ☐ N/A ☐ File Name: QA for Water_Municipality/County

b. **Full Scope of work (Exhibit 1-A) for Water Projects**
Yes ☐ No ☐ N/A ☐ File Name: Full 1-A_Municipality/County

c. **Phased Scope of work (Exhibit 1-A) for Water Projects**
Yes ☐ No ☐ N/A ☐ File Name: Phased 1-A_Municipality/County

d. **Questions & Answers for Wastewater Projects**
Yes ☐ No ☐ N/A ☐ File Name: QA for Wastewater_Municipality/County

e. **Full Scope of work (Exhibit 1-A) for Wastewater Projects**
Yes ☐ No ☐ N/A ☐ File Name: Full 1-A_Municipality/County

f. **Phased Scope of work (Exhibit 1-A) for Wastewater Projects**
Yes ☐ No ☐ N/A ☐ File Name: Phased 1-A_Municipality/County

g. **Questions & Answers for Public Facility Projects**
Yes ☐ No ☐ N/A ☐ File Name: QA for Public Facility_Municipality/County

h. **Full Scope of work (Exhibit 1-A) for Public Facility Projects**
Yes ☐ No ☐ N/A ☐ File Name: Full 1-A_Municipality/County

i. **Phased Scope of work (Exhibit 1-A) for Public Facility Projects**
Yes ☐ No ☐ N/A ☐ File Name: Phased 1-A_Municipality/County

j. **Questions & Answers for Street/Drainage Projects**
Yes ☐ No ☐ N/A ☐ File Name: QA for Streets_Municipality/County

k. **Full Scope of work (Exhibit 1-A) for Street/Drainage Projects**
Yes ☐ No ☐ N/A ☐ File Name: Full 1-A_Municipality/County

l. **Phased Scope of work (Exhibit 1-A) for Street/Drainage Projects**
Yes ☐ No ☐ N/A ☐ File Name: Phased 1-A_Municipality/County

9. COST ESTIMATES *(Application Instructions, pages 25-26)*

a. **Certified Cost Estimates (for applications exceeding $500,000)**
Yes ☐ No ☐ N/A ☐ File Name: Certified Costs_Municipality/County

b. **Cost Estimates (for applications at or below $500,000)**
Yes ☐ No ☐ N/A ☐ File Name: Uncertified Costs_Municipality/County

c. **Project Cost Financing Summary, full project (Exhibit 1-C)**
Yes ☐ No ☐ File Name: Full 1-C_Municipality/County

d. **Project Cost Financing Summary, phased project (Exhibit 1-C)**
Yes ☐ No ☐ File Name: Phased 1-C_Municipality/County

10. ASSET MANAGEMENT *(Application Instructions, pages 27-28)*

a. **Asset Management Plan**
Yes ☐ No ☐ File Name: Asset Management Plan_Municipality/County

***11.* PLANNING** *(Application Instructions, pages 29-30)*

a. **Infrastructure Capital Improvement Plan (ICIP)**
Yes ☐ No ☐ File Name: ICIP_Municipality/County

b. **Comprehensive Plan**
Yes ☐ No ☐ File Name: Comp Plan_Municipality/County

c. **Drought Contingency Plan**
Yes ☐ No ☐ File Name: Drought Contingency Plan_Municipality/County

d. **Resolution to adopt Drought Contingency Plan**
Yes ☐ No ☐ File Name: Drought Contingency Resolution_Municipality/County

e. **Resolution to adopt Water Conservation**
Yes ☐ No ☐ File Name: Water Conservation Resolution_Municipality/County

f. **Implementation of at least 2 water conservation efforts**
Yes ☐ No ☐ File Name: Water Conservation Implementation_Municipality/County

g. **Project Schedule (Exhibit 1-B)**
Yes ☐ No ☐ File Name: 1-B_Municipality/County

12. PROFESSIONAL SERVICES *(Application Instructions, pages 31-33)*
Service Type: Administrative, Design, Engineering, Architectural

a. **RFP for Administrative Services (Exhibit 3-A)**
Yes ☐ No ☐ N/A ☐ File Name: 3-A_Municipality/County

b. **Contract for Administrative Services (Exhibit 3-B)**
Yes ☐ No ☐ File Name: 3-B_Municipality/County

c. **Contractor-Subcontractor Clearance (Exhibit 1-X)** *req'd for administrators incl individuals
Yes ☐ No ☐ N/A ☐ File Name: 1-X_Administrator

d. **RFP for Design Services (Exhibit 3-C)**
Yes ☐ No ☐ N/A ☐ File Name: 3-C_Municipality/County

e. **Contract for Engineering Services (Exhibit 3-D)**
Yes ☐ No ☐ N/A ☐ File Name: 3-D_Municipality/County

f. **Contract for Architectural Services (Exhibit 3-E)**
Yes ☐ No ☐ N/A ☐ File Name: 3-E_Municipality/County

g. **Campaign Contribution Form(s)**
Yes ☐ No ☐ File Name: Campaign Contribution_Municipality/County

h. **Contractor-Subcontractor Clearance (Exhibit 1-X)** *required for any other vendors
Yes ☐ No ☐ File Name: 1-X_Other vendors

i. **Contractor/subcontractor Activity Report (Exhibit 1-E)**
Yes ☐ No ☐ File Name: 1-E_Municipality/County

j. **Economic Opportunity for Low Income Persons (Exhibit 1-U - HUD 60002)**
Yes ☐ No ☐ File Name: 1-U_Municipality/County

13. ENVIRONMENTAL REVIEW *(Application Instructions, pages 34-36)*

a. **Environmental Review Determination (Exhibit 2-A)**
Yes ☐ No ☐ File Name: 2-A_Municipality/County

b. **Certifying Official Designation for Environmental Review (Exhibit 2-A-1)**
Yes ☐ No ☐ File Name: 2-A-1_Municipality/County

c. **State Historic Preservation Office (SHPO) response (Exhibit 2-J)**
Yes ☐ No ☐ File Name: 2-J_Municipality/County

d. **Floodplain Determination (Exhibit 2-F)**
Yes ☐ No ☐ File Name: 2-F_Municipality/County

i. **Floodplain Early Public Review Notice of Explanation (Exhibit 2-G)**
Yes ☐ No ☐ N/A ☐ File Name: 2-G_Municipality/County

ii. **Affidavit of Publication for Floodplain Early Public Review Notice of Explanation (Exhibit 2-G)**
Yes ☐ No ☐ N/A ☐ File Name: 2-G Affidavit_Municipality/County

iii. **Floodplain Notice of Explanation (Exhibit 2-H)**
Yes ☐ No ☐ N/A ☐ File Name: 2-H_Municipality/County

iv. **Affidavit of Publication for Floodplain Notice of Explanation (Exhibit 2-H)**
Yes ☐ No ☐ N/A ☐ File Name: 2-H Affidavit_Municipality/County

e. **All feedback from Responsive Entities (Exhibit 2-I)**
Yes ☐ No ☐ File Name: 2-I Responses_Municipality/County

f. **Certification for all Non-responsive Entities (Exhibit 2-I-1)**
Yes ☐ No ☐ File Name: 2-I-1_Municipality/County

i. **1ST Letter sent to Non-responsive Entities (Exhibit 2-I)**
Yes ☐ No ☐ File Name: 1st ltr_Municipality/County

ii. **2ND Letter sent to Non-responsive Entities (Exhibit 2-I)**
Yes ☐ No ☐ File Name: 2nd ltr_Municipality/County

g. **Laws and Authorities Checklist (Exhibit 2-N**)
Yes ☐ No ☐ File Name: 2-N_Municipality/County

h. **Environmental Assessment Impact Checklist (Exhibit 2-O)**
Yes ☐ No ☐ File Name: 2-O_Municipality/County

14. PLANS, SPECS, BID DOCS, PER *(Application Instructions, pages 37-38)*

a. **Plans and Specifications**
Yes ☐ No ☐ File Name: Plans - Specs_Municipality/County

b. **Bidding Documents (Exhibit 4-A)**
Yes ☐ No ☐ File Name: 4-A_Municipality/County

c. **Preliminary Engineering Report (PER)**
Yes ☐ No ☐ N/A ☐ File Name: PER_Municipality/County

** For a comprehensive list of all exhibits and documents, see the CDBG Implementation Manual (2019-2021)*

CDBG Website Links

Application Information, Exhibits & Videos ACCESS HERE

Implementation Manual, Exhibits & Videos ACCESS HERE



CDBG Project Managers

County Assignments

Stephanie Kramer
c. (505) 690-4621, Stephanie.Kramer@dfa.nm.gov

Cristina Caltagirone (kal-tah-gee-row-neh)
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CDBG PROPOSED PROJECT-ADA AND SIDEWALK IMPROVEMENTS
East 6TH 7TH + 8TH STREETS

CITY OF ROSWELL MAINTENANCE CONTRACT JAN. 2025 - DEC. 2025
PRELIMINARY ESTIMATE

DEPARTMENT: ENGINEERING
PROJECT NAME: ITB-24-005
Scope of Work: SWK, DP, and ADA IMPROVMENTS (CDB **DATE:** 6/11/2025

ITEM #	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL COST
	6TH ST.				
7	Rmvl Curb >30 lf	488.5	Lin. Ft.	$ 35.00	$ 17,097.50
10	Rmvl Sidewalk > 25 sy	1243.1	Sq. Yd.	$ 40.00	$ 49,724.00
12	Rmvl fillet-drivepad > 25 sy	724.8	Sq. Yd.	$ 45.00	$ 32,616.00
17	Subgrade Prep > 50 sy	2076.4	Sq. Yd.	$ 20.00	$ 41,528.00
21	Base Course - 6" > 50 sy	17.3	Sq. Yd.	$ 30.00	$ 519.00
35	Concrete Sidewalk - 4" >25 sy	1243.1	Sq. Yd.	$ 70.00	$ 87,017.00
38	Concrete Drivepad - 6"	707.5	Sq. Yd.	$ 120.00	$ 84,900.00
39	Concrete Pavement-Fillet - 6"	9.3	Sq. Yd.	$ 120.00	$ 1,116.00
42	Concrete Curb 6"x24" > 30 lf	524.7	Lin. Ft.	$ 65.00	$ 34,105.50
72	ADA Detectable Waring Plate (NMDOT Approved) - 5'x2'	3.0	Each	$ 250.00	$ 750.00
78	Landfill Tipping Fee	700.8	Ton	$ 50.00	$ 35,040.00
				TOTAL	**$ 384,413.00**
	7TH ST.				
7	Rmvl Curb >30 lf	628.5	Lin. Ft.	$ 35.00	$ 21,997.50
10	Rmvl Sidewalk > 25 sy	1041.4	Sq. Yd.	$ 40.00	$ 41,656.00
12	Rmvl fillet-drivepad > 25 sy	953.7	Sq. Yd.	$ 45.00	$ 42,916.50
17	Subgrade Prep > 50 sy	2134.7	Sq. Yd.	$ 20.00	$ 42,694.00
21	Base Course - 6" > 50 sy	39.5	Sq. Yd.	$ 30.00	$ 1,185.00
35	Concrete Sidewalk - 4" >25 sy	1041.4	Sq. Yd.	$ 70.00	$ 72,898.00
38	Concrete Drivepad - 6"	914.2	Sq. Yd.	$ 120.00	$ 109,704.00
39	Concrete Pavement-Fillet - 6"	23.1	Sq. Yd.	$ 120.00	$ 2,772.00
42	Concrete Curb 6"x24" > 30 lf	702.3	Lin. Ft.	$ 65.00	$ 45,649.50
72	ADA Detectable Waring Plate (NMDOT Approved) - 5'x2'	4.0	Each	$ 250.00	$ 1,000.00
78	Landfill Tipping Fee	720.5	Ton	$ 50.00	$ 36,025.00
				TOTAL	**$ 418,497.50**

CITY OF ROSWELL MAINTENANCE CONTRACT JAN. 2025 - DEC. 2025

PRELIMINARY ESTIMATE

DEPARTMENT: ENGINEERING

PROJECT NAME: ITB-24-005

Scope of Work: SWK, DP, and ADA IMPR DATE: 6/11/2025

ITEM #	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL COST
	8TH ST.				
7	Rmvl Curb >30 lf	539.5	Lin. Ft.	$ 35.00	$ 18,882.50
10	Rmvl Sidewalk > 25 sy	1174.6	Sq. Yd.	$ 40.00	$ 46,984.00
12	Rmvl fillet-drivepad > 25 sy	792.7	Sq. Yd.	$ 45.00	$ 35,671.50
17	Subgrade Prep > 50 sy	2087.2	Sq. Yd.	$ 20.00	$ 41,744.00
21	Base Course - 6" > 50 sy	26.8	Sq. Yd.	$ 30.00	$ 804.00
35	Concrete Sidewalk - 4" >25 sy	1174.6	Sq. Yd.	$ 70.00	$ 82,222.00
38	Concrete Drivepad - 6"	765.8	Sq. Yd.	$ 120.00	$ 91,896.00
39	Concrete Pavement-Fillet - 6"	15.6	Sq. Yd.	$ 120.00	$ 1,872.00
42	Concrete Curb 6"x24" > 30 lf	589.9	Lin. Ft.	$ 65.00	$ 38,343.50
72	ADA Detectable Waring Plate (NMDOT Approved) - 5'x2'	3.0	Each	$ 250.00	$ 750.00
78	Landfill Tipping Fee	704.4	Ton	$ 50.00	$ 35,220.00
				TOTAL	**$ 394,389.50**
				SUB TOTAL	**$ 1,197,300.00**
				GRT 8.2708%	**$ 99,026.29**
				TOTAL	**$ 1,296,326.29**

Regular City Council Meeting 15.
Meeting Date: 07/10/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Resolution 25-31: Consider recommending adoption of Resolution 25-31 Opposing Amended 2021 International Energy Conservation Code Adopted as the New Mexico Residential and Commercial Energy Conservation Codes by the New Mexico Construction Industries Commission. (Heldenbrand/ Yntema)

BACKGROUND:
Initiated by the City Attorney, Hess Yntema

The amended 2021 International Energy Conservation Code now mandates, through the New Mexico Commercial Energy Conservation Code, that newly constructed and other remodeled commercial facilities, including apartment complexes, retail centers, and public buildings be equipped with at least 5% electric vehicle parking spaces, which must include charging stations, or differing levels of pre-installed infrastructure for future expansion. This will come at a tremendous cost to Roswell as it recovers from the October 2024 flood. There is a case to be made that this amendment to the state code was outside the scope of CID's authority. It has presently been challenged by philanthropic interests in Artesia, NM.

FINANCIAL CONSIDERATION
No financial impact at this time.

LEGAL REVIEW:
This Resolution was drafted by the City Attorney.

BOARD AND COMMITTEE ACTION:
Legal committee recommended approval 5-0 at their meeting on June 26, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Resolution 25-31 EV Opposition

RESOLUTION 25-31

A RESOLUTION OPPOSING AMENDED 2021 INTERNATIONAL ENERGY CONSERVATION CODE ADOPTED AS THE NEW MEXICO RESIDENTIAL AND COMMERCIAL ENERGY CONSERVATION CODES BY THE NEW MEXICO CONSTRUCTION INDUSTRIES COMMISSION

WHEREAS, the New Mexico Construction Industries Commission is a nine-member entity appointed by the Governor that is responsible for establishing rules, regulations and standards for the construction industry within the State; and

WHEREAS, the International Energy Conservation Code (IECC) is a model code, created by the International Code Council (ICC) that sets minimum requirements for energy efficiency in residential and commercial buildings, the New Mexico Construction Industries Commission voted on January 30, 2024, to adopt the 2021 edition of the International Energy Conservation Code (IECC) as the New Mexico Residential and Commercial Energy Conservation codes; and

WHEREAS, the New Mexico Construction Industries Division (NMCID), a division of the New Mexico Regulation and Licensing Department (NMRLD), responsible for licensing and regulating the State's construction industry began to actively enforce the residential and commercial requirements of the New Mexico Energy Conservation Codes as of July 30, 2024; and

WHEREAS, prior to adoption, the New Mexico Construction Industries Commission voted to amend the 2021 International Energy Conservation Code to make it more restrictive than the code enacted by the International Code Council by mandating electric vehicle charging stations on new, and other remodeled, residential dwellings in the New Mexico Residential Energy Conservation Code; and

WHEREAS, the amended 2021 International Energy Conservation Code now mandates through the New Mexico Commercial Energy Conservation Code, that newly constructed, and other remodeled commercial facilities, including apartment complexes, retail centers, and public buildings be equipped with at least 5% electric vehicle parking spaces which must include charging stations, or differing levels of pre-installed infrastructure for future expansion; and

WHEREAS, these unfunded electric vehicle mandates constitute an undue burden to homeowners, small businesses, residential housing projects, and prudent use of public funds which will diminish economic development and community growth in Chaves County; and

WHEREAS, the Governing Body of Roswell contends that the New Mexico Construction Industries Commission failed to provide adequate public hearings regarding these electric vehicle mandates prior to their vote on January 30, 2024; and

WHEREAS, the Governing Body of Roswell contends that the New Mexico Construction Industries Commission actions were *ultra vires* in passing the electric vehicle mandates;

WHEREAS, the Governing Body of Roswell further contends that the New Mexico Construction Industries Commission failed to reach out to local governments, and failed to effectively inform the public of the practical implications of these electric vehicle mandates prior to their vote on January 30, 2024, and once rendered fully effective on July 30, 2024; and

WHEREAS, the Governing Body of Roswell believes it is the responsibility of state government to operate as a representative branch of government, and as such, the New Mexico Construction Industries Commission had a responsibility to obtain input from local governments regarding the relevance, feasibility, and economic impacts of adopting any electric vehicle mandates prior to the adoption and implementation of such mandates; and

WHEREAS, following the historic flooding that occurred in October 2024 this electric vehicle mandate creates an undue burden and created arbitrary and capricious burdens and expenses upon victims of the flood. This includes the City of Roswell itself where this mandate will necessarily increase flood recovery costs by over a million dollars.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THIS GOVERNING BODY,

1. The Governing Body opposes the Electric Vehicle mandates as adopted by the New Mexico Construction Industries Commission, and as enforced by the New Mexico Construction Industries Division, and, by extension, the New Mexico Regulation and Licensing Department.

2. That local governments should be an active part of any decision-making process resulting in legislation that impacts their communities, and economies, and should thus be afforded input into any new mandates, particularly those involving a considerable monetary increase in costs, for homeowners, small businesses, residential housing projects, local governments, and economic development projects in their communities.

3. That any legislation involving the codification of new mandates regarding residential and commercial construction should empower both local and state governments to respond to the unique needs, demands, and priorities of their communities, and should honor the diverse needs and demands of local communities throughout the great state of New Mexico.

4. The City Attorney is instructed to peruse litigation, if necessary, to protect the City's interests and ensure that disaster recovery is not curtailed by the aforementioned mandate.

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

CITY SEAL

_____

Timothy Jennings, Mayor

ATTEST:_____

Amalia Martinez, City Clerk

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 16.
Meeting Date: 07/10/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Resolution 25-32: Consider adoption of Resolution 25-32 to apply for grant in the amount of $970,000.00 for the purchase of two fully equipped Brush/Rescue units through Siddons-Martin. (Heldenbrand/Chavez)

BACKGROUND:
Initiated by Chief Steve Chavez

A resolution to the New Mexico Board of Finance in support of emergency funding.

FINANCIAL CONSIDERATION
Funding will be provided through the grant if awarded.

LEGAL REVIEW:
City attorney has reviewed this item. Resolutions must be adopted by a majority vote of the entire City Council.

BOARD AND COMMITTEE ACTION:
The June 26, 2025, meeting of the Legal Committee voted 5-0 unopposed to send to Finance. This item was not on the Finance Committee agenda on July 3, 2025. The item was placed on City Council by the City Manager. The Finance Committee recommended approval 5-0 at its meeting on July 3, 2025.

STAFF RECOMMENDATION:
Staff recommends to proceed as presented.

Attachments

Resolution 25-32: Board of Finance Grant Request
New Mexico Environment Department Letter of Support

RESOLUTION 25-32

A RESOLUTION TO THE NEW MEXICO BOARD OF FINANCE IN SUPPORT OF EMERGENCY FUNDING

WHEREAS, the City of Roswell suffered catastrophic flooding in October 2024. Such flooding was declared a major disaster by the federal government in November 2024;

WHEREAS, the City suffered damages in excess of $220 million and and lacks the financial capacity to recover unaided;

WHEREAS, the SBOF Emergency Funding Policy 11-03 provides for funds that the City may utilize following such an emergency;

WHEREAS, the City of Roswell supports this application and desires to receive funding in the form and amount of: a grant in the amount of $970,000.00 for the purchase of two fully equipped Brush/Rescue units through Siddons-Martin.

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

The City of Roswell herby declares its support for the Application in included as Exhibit A to this Resolution.

PASSED, ADOPTED, SIGNED and APPROVED ________, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

DRAFT

MICHELLE LUJAN GRISHAM
GOVERNOR

JAMES C. KENNEY
CABINET SECRETARY

May 23, 2025

New Mexico Board of Finance
Bataan Memorial Building, Room 181
407 Galisteo Street
Santa Fe, NM 87501

RE: Support for Emergency Funding Request – City of Roswell, Roswell Fire Dept.

Dear Members of the Board,

The New Mexico Environment Department (NMED) is writing to confirm its awareness of the dire need for emergency grant funding to replace critical emergency response vehicles to serve Roswell as well as surrounding jurisdictions. The Roswell Fire Department not only protects the urban population center but also responds countywide to wildland fires and mutual aid rescue incidents.

Given the geography and the high-wind conditions prevalent during much of the year, they are now in an extremely vulnerable position. Inability to stand up an adequate response to a wildland fire directly impacts watersheds and other utility sources straining state emergency response resources needed in other areas.

The NMED strongly supports Roswell's request to the New Mexico Board of Finance for emergency funding in the amount of $970,000 to replace their brush/rescue units.

Given the severity and urgency of the conditions, we recommend the Board of Finance give full and favorable consideration to this request.

Sincerely,

John Rhoderick

John Rhoderick

Deputy Cabinet Secretary - Administration

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 17.
Meeting Date: 07/10/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Approval to authorize Red Mountain Arsenal LLC to enter into a 1-year lease agreement beginning June 1, 2025, and ending May 31, 2026, for Building 60 at the Roswell Air Center. (Heldenbrand/Sanchez)

BACKGROUND:
Initiated by: Michelle Sanchez

Red Mountain Arsenal LLC requests to enter into a 1-year lease for Building 60 and consists of 8,770 square feet, more or less, and an area of land consisting of 74,000 square feet, more or less, located at the Roswell Air Center.

FINANCIAL CONSIDERATION
Tenant agrees to pay to City as rent the sum of forty-four thousand, five hundred and fifty-four dollars and twenty cents ($44,554.20), payable in 12 monthly installments of $3,712.85 the first year of the Lease.

LEGAL REVIEW:
Legal has reviewed the lease.

BOARD AND COMMITTEE ACTION:
The Legal Committee recommended approval 5-0, with an amendment, at its meeting on June 26, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Red Mountain Lease

MUNICIPAL PROPERTY USE AND LEASE AGREEMENT

THIS PROPERTY USE AND LEASE AGREEMENT (the "Lease"), is made and entered into as of the date of the last signature below, by and between the City of Roswell, a New Mexico municipal corporation existing under the laws of the State of New Mexico (together with its successors and assigns) ("City"), and Red Mountain Arsenal LLC, a corporation organized and existing under and by virtue of the laws of the State of New Mexico ("Lessee"). The City and Lessee are collectively referred to herein as "The Parties."

WHEREAS, City has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County, New Mexico, and Tenant has agreed to lease said real property and improvements from City;

WHEREAS, the Parties desire to enter into this Lease to set out the terms and conditions for such lease and use of the Leased Premises.

NOW THEREFORE, for and in consideration of the mutual obligations, covenants and agreements hereinafter set forth, City and Lessee agree as follows, to wit:

ARTICLE 1 – GRANTING CLAUSE AND LEASED PREMISES.

For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, City hereby leases to Lessee, and Lessee does hereby accept and lease from City in its current condition, as more specifically described on Exhibit "A" attached hereto and made a part hereof ("Leased Premises"), to include the surface only to the following real property, together with and other ancillary improvements located thereon:

Building No.60 consisting of 8770 square feet, more or less, and an area of land consisting of 74,000 square feet, more or less, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

The address of the Leased Premises is commonly known as 520 East Challenger, Roswell, NM 88203. The Leased Premises include existing infrastructure and buildings currently used as -office and manufacturing. As further set forth in Article 5, the Leased Premises are being leased "AS IS," including the environmental condition of the land, and City has made no representations or warranties of any kind or nature with regard to the existing or ongoing condition of the Leased Premises or its fitness or suitability for any particular use.

The rights granted herein are subject to all valid and existing rights in the Leased Premises.

ARTICLE 2 – TERM

2.01 Lessee shall commence leasing of the Leased Premises effective on June 1, 2025 for one year and shall terminate on May 31, 2026 collectively known as the "Lease Period," unless terminated or canceled earlier as herein provided. City hereby approves, and shall

not contest, relinquishment of this Lease by Lessee at any time following the Termination Date provided that Lessee is not in default of the Lease at the time of said relinquishment, and also that Lessee surrenders the Leased Premises in compliance with this Lease.

ARTICLE 3 – RENT

3.01 Lessee agrees to pay to City as rent the sum of forty-four thousand, five hundred fifty -four and twenty cents ($44,554.20), payable in 12 monthly installments of $3,712.85 the first year of the Lease. Time is of the essence with regard to the payment of rent.

3.02 If Lessee fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Lessee shall pay to City an additional 10% finance charge, as a penalty, until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting City in the exercise of any other right or remedy to which it may be entitled by reason of Lessee's failure to pay rent when due. All rent shall be paid to City without abatement, reduction, or setoff of any kind except as herein specifically provided. Failure to pay for sixty (60) days could result in an immediate termination of this lease.

ARTICLE 4 – SECURITY DEPOSIT OR BOND

4.01 SECURITY DEPOSIT. Lessee is required to pay a total amount of $22,271.71 as a security deposit as security for Lessee's full and faithful performance of all terms of this Lease. This amount shall be used by City at the termination of this Lease toward a. payment for rent or penalties due City, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Leased Premises and c. the cost of removal of any hazardous material not properly disposed of by Lessee. City shall be the sole and reasonable judge of all cleaning and repairs required for the Leased Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to City. Any refund of the security deposit due Lessee will be delivered or mailed within 60 days after the termination of this Lease.

ARTICLE 5 – CONDITION OF LEASED PREMISES

Lessee has inspected the Leased Premises and accepts Leased Premises in its present condition "as is". Lessee acknowledges that any requirements for accessibility and/or public accommodation(s) are Lessee’s responsibility. Lessee agrees that the Leased Premises are in good repair and condition except as noted herein. Lessee agrees that, at the expiration of the term hereof, it shall yield up and deliver the Leased Premises to City in

as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

ARTICLE 6 – PURPOSE AND USE OF THE LEASED PREMISES

6.01 PERMITTED USE. Lessee shall use the Leased Premises for the sole and exclusive purpose of: small arms ammunition and conducting other firearm industry-related business as allowed by Federal Firearms License or licenses approved by the Bureau of Alcohol. No other uses shall be permitted.

6.02 MAINTENANCE.

a. While this Lease is in effect, the Lessee agrees to maintain, at its sole cost and expense, in good condition and repair, all structural and mechanical components of any improvements maintained or constructed on the Leased Premises, including without limitation the foundation, roof, interior and exterior walls, any heating, ventilating and air conditioning systems, heating systems, any plumbing, electrical, and mechanical systems, ceilings, floors, wiring and any non-public utilities. Lessee will maintain the improvements in a condition of safe occupancy during the term of this Lease to a non-lesser standard than the current condition. City will not be under any obligation to operate or maintain the Leased Premises during the Lease Period.

b. Further, the Lessee shall maintain throughout the term of this Lease in good condition and repair, all nonstructural components of any improvements placed on the Leased Premises, including without limitation, the exterior, windows, glass, landscaping, driveways, parking areas, fences, doors, signage, and lighting, ordinary wear and tear excepted, and all personal property of the Lessee situated in or on the Leased Premises. Lessee will keep the Leased Premises and any improvements thereon clean and free from debris.

c. City shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by City to Lessee, Lessee shall be required to perform whatever maintenance City deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Lessees in comparable facilities. If said maintenance is not undertaken by Lessee within ten (10) days after the date City gives Lessee written notice of corrections needed, City shall have the right to enter upon the Leased Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Lessee.

d. Lessee shall not make any alterations to the Lease Premises or improvement placed thereon without prior written approval by City. City's approval to make alterations shall not be unreasonably withheld. City hereby pre-approves any alterations or improvements necessary to ensure the safe occupancy of any structures placed on the Leased Premises.

6.03 HAZARDOUS MATERIALS. Lessee shall conduct all of its activities: (a) in compliance with all applicable environmental laws, rules, and regulations and any other applicable laws and regulations applicable to the Lessee's use of the Leased Premises.

a. Without limiting the foregoing, if Lessee or its agents, employees, invitees, or contractors should in any manner, leak, discharge, spill or release hazardous materials, including but not limited to fuel, oil, petroleum products, cleaning solvents, degreasers, deicing chemicals, or other fluids upon the Leased Premises, Lessee and its agents, or contractors shall be strictly liable to City, jointly legally and financially responsible and will incur direct liability pursuant to all applicable environmental laws.

b. In addition to all other indemnities provided in this Lease, Lessee agrees to defend, indemnify, and hold the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including reasonable attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the generation, manufacture, processing, use, release or other spills or leaks of chemicals and products that are or may become hazardous materials, the existence or discovery of any hazardous materials in excess of the levels allowed by all applicable environmental laws or violations of applicable environmental laws on the Leased Premises, the subsurface or the migration of any hazardous material from the Leased Premises to other properties or into the surrounding environment, in each case caused by the Lessee or its operations whether: (a) made, commenced or incurred during the Lease Period; or (b) made, commenced or incurred after the expiration or termination of this Lease if arising out of events occurring during the Lease Period; provided, however, Lessee's obligation to indemnify the City pursuant to this paragraph shall not apply with respect to either: (a) any hazardous material released by the City; or (b) any hazardous material (for which Lessee is not otherwise responsible) clearly demonstrated to have existed prior to this Lease or be migrating onto the Leased Premises from some other location through no fault of Lessee.

c. If there is a violation of any environmental laws concerning the presence, use, generation, storage or other management of hazardous materials, Lessee shall at its cost promptly take such action as is necessary to mitigate and correct the violation.

d. The foregoing indemnity shall survive the expiration or earlier termination of this Lease and will not be affected in any way by the amount of or the absence in any case of coverage insurance or the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Leased Premises. In addition, Lessee shall be responsible for any environmental costs associated with negligence or willful acts or omissions by Lessee, and notifications to appropriate regulatory agencies arising therefrom.

ARTICLE 7 – UTILITY AND OTHER CHARGES

In addition to all rent payable by the Lessee under Article 3, above, during the term hereof, Lessee shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Lessee upon the Leased Premises, and insurance, of whatsoever kind or nature, incident to or arising out of the conduct of Lessee's business. Failure to have an appropriate current license or permit for Lessee's conduct of business shall be a breach of this Lease. Lessee will promptly pay all utilities and other charges used on the Leased Premises, including electric, gas, water, garbage, sewage, telephone, internet, all maintenance and operating costs, and other services which may be incurred in connection with Lessee's use of the Leased Premises, and save harmless City therefrom. The City is not responsible for any payments that may be associated with any demolition or construction of any improvements or infrastructure.

ARTICLE 8 – LIEN

To secure the payment of any rent amount that becomes due, and to satisfy all reasonable costs incurred by City in recovering said rent amount, City shall have a first and prior lien on any and all improvements, fixtures, and equipment placed on the Leased Premises, owned by Lessee.

ARTICLE 9 – PERSONAL PROPERTY

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

ARTICLE 10 – IMPROVEMENTS

10.01 The Leased Premises include improvements, including but not limited to existing infrastructure and building currently used as storage Lessee may use the existing improvements or remove existing improvements subject to prior written approval by City. In addition, Lessee may, place the following improvements on the Leased Premises:

[ex., Improvements necessary to pursue the legally permissible commercial uses.]

Specific improvements to the Leased Premises are subject to City's prior written approval.

10.02 No other improvements shall be placed on or alterations made to the Leased Premises without the prior amendment of this Lease pursuant to Article 22 hereof to permit such improvement placement. Lessee shall maintain and protect from waste and trespass all improvements placed on the Leased Premises.

10.03 Ownership Of Improvements, Improvement Removal And Reclamation Before relinquishment or termination of this Lease without re-lease to Lessee, or upon City's cancellation of this Lease as provided herein, City may either declare title to the improvements without payment or compensation to the Lessee or City may order the removal of such improvements. City may declare title to certain improvements and may order the removal other improvements. City will inventory the improvements and provide notice to the Lessee of its intent to declare title to the improvements or its order to remove the improvements one (1) year before relinquishment or termination of the Lease. If City determines certain improvements must be removed, Lessee shall remove those improvements and shall restore the Leased Premises to their condition existing prior to the placement of said improvements; provided, however, if any rent amount is due and unpaid at the time of Lease cancellation or termination, Lessee shall remove improvements and restore the Leased Premises as herein provided only at such time, in such manner and under such conditions as City may in writing demand. So long as improvements are maintained to the standards contained in paragraph 6.02 above, City shall not order the removal of those improvements. Lessee hereby waives, and shall not assert, any right to compensation for improvements on the Leased Premises. This paragraph shall survive termination of this Lease. The foregoing rights of City shall be cumulative to City's right to cancel this Lease as herein provided.

10.04 Equipment. Except as otherwise provided herein, Lessee shall have the right to install such equipment as may be necessary to conduct of its business on the Leased Premises; and at the expiration or termination of the Lease, Lessee shall have the right to remove all of such equipment installed by Lessee that is removable without damage to the Leased Premises.

10.05 Signs and Advertising. Lessee shall not erect, maintain, or display any signs or other advertising at or on the Leased Premises without first obtaining the written approval of City, such approval not to be unreasonably withheld.

ARTICLE 11 – RELINQUISHMENT

Lessee, if not in default under this Lease, may at any time apply to relinquish the Lease to City and be relieved of further obligations under the lease, provided, however, such relinquishment shall not be valid or effective until approved in writing by City. Lessee must file an application to relinquish the Lease at least one hundred eighty (180) days prior to the date on which the Lessee requests the relinquishment to go into effect. City may condition relinquishment on any terms it deems reasonable. Upon relinquishment Lessee shall not be entitled to the refund of any rent previously paid.

ARTICLE 12 – ASSIGNMENT

Lessee shall not assign this Lease, any part thereof, or assign any improvements located on the Leased Premises without the prior written amendment of this Lease pursuant to Paragraph 22 hereof to permit such assignment. Any lease assignment without lease amendment shall be null and void. City may condition such lease amendment upon an increase in the rent amount and the modification or addition of other Lease provisions.

ARTICLE 13 – SUBLEASE

Lessee shall not sublease the rights granted hereunder, any part thereof, any portion of the Leased Premises or any improvements located on the Leased Premises without the prior written approval of City to permit such sublease. Any sublease without City's approval shall be null and void. City may condition such approval upon an increase in the rent amount and the modification or addition of other Lease provisions, however any such modification or addition to the Lease shall not be unreasonable. The City's approval of a sublease shall not be unreasonably withheld.

ARTICLE 14 – COLLATERAL ASSIGNMENT

Any attempt to collaterally assign or leasehold mortgage Lessee's interest in this Lease, or in any Improvements, is void and will not vest the purported Lender with any right, title, interest, claim or privilege with respect to this Lease or Improvements absent prior approval in writing by City.

ARTICLE 15 – WAIVER

No employee or agent of City has the power, right, or authority to orally waive any of the terms, conditions, or covenants hereof and no waiver by City of any of the terms, conditions, or covenants hereof shall be effective unless in writing and executed by City. City's waiver of Lessee's breach or default of any of the terms, conditions or covenants hereof shall not constitute or be construed as a waiver of any other or subsequent breach or default by Lessee. The failure of City to enforce at any time any of the terms, conditions or covenants hereof or to exercise any option herein provided, or to require at any time performance by Lessee of any of the terms, conditions, or covenants hereof shall not constitute or be construed to be a waiver of such terms, conditions, or covenants, nor shall it affect the validity of this Lease or any part thereof, or City's right to thereafter enforce each and every such term, condition, and covenant.

ARTICLE 16 – WAIVER, RELEASE AND PROTECTION OF THE LEASED PREMISES

Lessee is leasing the Leased Premises based on Lessee's own inspection and investigation of and judgment regarding the Leased Premises. City makes no warranties or representations of any kind or nature with regard to the Leased Premises or with regard to this transaction.

If accidental discharge, release, spill, or fire or any other event having environmental consequence occurs, Lessee agrees to provide notice to City at the same time and in the same manner as Lessee is required to provide to the federal, state or local agency having responsibility for enforcing compliance with environmental laws, regulations and policy. Lessee agrees that, upon request by City, City shall have access to all reports, documents, test data, and all other materials provided by City to or received by Lessee from a governmental agency having responsibility for enforcing compliance with environmental or other laws.

In the event City is required to incur any cost or expense to enforce the provisions of this lease, including but not limited to consultants, engineers, soil, air or water sampling and attorneys' fees and costs, Lessee shall be liable for and reimburse City for said costs and expenses.

ARTICLE 17 – LIABILITY; INDEMNIFICATION; INSURANCE.

17.01 LIABILITY. City shall not be liable to Lessee or to Lessee's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Leased Premises in connection with or arising out of Lessee's operations and use of the Leased Premises.

17.02 INDEMNIFICATION. Lessee shall hold harmless, indemnify and defend City, and City's employees, agents, and contractors, in both their official and individual capacities, from any and all liabilities, claims, losses, damages, or expenses, including but not limited to reasonable attorneys' fees, loss of land value, third party claims, penalties or removal, remedial or restoration costs arising out of, alleged to arise out of or indirectly connected with a) the operations hereunder of Lessee or Lessee's employees, agents, contractors, or invitees, b) the activities of third parties on the Leased Premises, whether with or without Lessee's knowledge or consent. In the event that any action, suit or proceeding is brought against Lessee, Lessee shall, as soon as practicable but no later than three (3) days after it receives notice thereof, notify the legal counsel of City. This Paragraph shall survive the termination, cancellation or relinquishment of this Lease, and any cause of action of City to enforce this provision shall not be deemed to accrue until City's actual discovery of said liability, claim, loss, damage, or expense.

Lessee further agrees that its obligation to indemnify, defend and hold harmless City shall not be limited to the limits or terms of the liability insurance, required pursuant to this Lease.

17.03 INSURANCE.

a. Landlord will provide fire and extended coverage to the Premises during the term of the Lease. Tenant agrees to reimburse Landlord for the amount of insurance premium

based up nth pro-rated per square foot cost attributable to the Premises as determined and billed by Landlord. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property of Tenant or any property on the premises that does not belong to Landlord.

b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance (Exhibit B) in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

ARTICLE 18- USE OF THE PREMISES. Security Responsibilities Of Tenant, Tenant Employees and Other Persons.

1. USE OF THE PREMISES. Security Responsibilities of Tenant, Tenant Employees and Other Persons.
    a. No person may:
        i. Tamper, interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper, interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.
        ii. Enter, or be present within, a Secured Area, AOA, SIDA, or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.
        iii. Use, allow to be used, or cause to be used, any airport-issued or airport- approved access medium or identification medium that authorizes the access, presence, or movement of persons or Vehicles in Secured Areas, AOAs, or SIDAs in any other manner than that for which it was issued by the Airport Authority.
    b. Security Badges
        i. Airport ID Badge
            1. Persons who work or do business on Airport property on a permanent or long-term (longer than 30 days) basis must have an Airport-issued identification in the form of an Airport ID badge. An individual holding an Airport ID badge may also be referred to as “badged personnel.”
        ii. Airport ID Badge Holder and Tenant Security Responsibilities / Access Control Procedures
            1. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors,

and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.

c. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.
d. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.
e. Tenants and tenant employees are responsible for controlling access to doors, gates and other passageways between the AOA and the landside of the airport through their lease areas.
f. A breach in security caused by a tenant or tenant employee that results in a TSA, Airport Security Coordinator, or Airport Director finding of negligence will be cause to review, suspend, or withdraw access privileges, impose additional training requirements and/or impose other penalties as provided by these Rules and Regulations and the Airport Security Program.
g. Tenant shall use the Leased Premises solely for the purpose of manufacturing small arms ammunition and conducting other firearm industry related business as allowed by Federal Firearms License or Licenses approved by the Bureau of Alcohol,, Tobacco, firearms and Explosives, together with such other related uses as shall be reasonable incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. Tenant shall be bound by the Roswell city Code (Tenant to be provided location where current city code may be accessed by Landlord) or as may be amended from time to time and all applicable policies and procedures of the Roswell Internation Air Center (RIAC).
h. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the

immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the leased premises or contaminated the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including:

i. Environmental claims.
ii. Environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials.
iii. Liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

i. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of anything which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the ROW's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

ARTICLE 19 – DEFAULT AND CANCELLATION

Upon Lessee's violation of any of the terms, conditions, or covenants contained herein, including the failure to pay the rent when due, City may cancel this Lease after providing Lessee sixty (60) days' notice of the default by registered mail. The mailing of such notice as herein provided shall constitute notice of City's intention to cancel the Lease and no proof of receipt of such notice shall be necessary in order for City to enforce the lease

cancellation sixty (60) days after the mailing of the notice if Lessee has not cured the default to City's satisfaction within said sixty (60) day period. Lessee agrees that if a court of competent jurisdiction determines that Lessee has breached any of the terms, conditions or covenants of this Lease, Lessee shall pay the costs incurred by City in litigating the default, including reasonable attorney fees. In the event of a breach of the terms of this Lease by the Lessee, the City also shall have all remedies available at law or equity.

ARTICLE 20 – DAMAGE OR DESTRUCTION OF LEASED PREMISES

In the event the Leased Premises are damaged by fire or other perils, City may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. City shall in its sole discretion have the option to: (1) to repair, reconstruct or restore the Leased Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above during the period of such repair, reconstruction or restoration, or (2) to give notice to Lessee at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Lessee such notice of termination, this Lease shall terminate and all interests of Lessee in the Leased Premises shall cease on the date so specified in such notice and Lessee shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Lessee in the Leased Premises, up to the date of such termination. If the damage is due to the fault or neglect of Lessee or its employees, as determined by City in its sole discretion, there shall be no reduction of rent.

City shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Lessee.

ARTICLE 21 – COMPLIANCE WITH APPLICABLE FEDERAL, STATE, OR LOCAL LAW OR REGULATION

Lessee shall fully comply with all federal and state laws, regulations, rules, ordinances and requirements, applicable to the Leased Premises or to Lessee's operations thereon, including but not limited to all applicable federal and state laws governing water, endangered or threatened species, hazardous materials, environmental protection, land use, health and safety, cultural, historic or archeological/paleontological properties,

waste, trespass, including all applicable federal, state, or local law or regulations that may be promulgated after the effective date of this Lease. Lessee agrees to protect the Leased Premises from waste or trespass. Lessee's compliance with all laws, regulations, and policy shall be at its own expense.

ARTICLE 22 – SCOPE OF AGREEMENT

This Lease incorporates all the agreements, covenants and understandings between City and Lessee concerning the subject matter hereof and all such agreements, covenants and understandings are merged into this Lease. No prior agreement or understanding between City and Lessee shall be valid or enforceable unless expressly embodied in this lease.

ARTICLE 23 – AMENDMENT

This Lease shall not be altered, changed, or amended except by an instrument executed by both City and Lessee.

ARTICLE 24 – APPLICABLE LAW

This Lease shall be governed by the laws of the State of New Mexico.

ARTICLE 25 – SUCCESSORS IN INTEREST; THIRD PARTIES

All terms, conditions and covenants of this Lease and all amendments thereto shall extend to and bind the heirs, successors and assigns of Lessee and City. There are no third-party beneficiaries of this Lease.

ARTICLE 26 – BANKRUPTCY

If Lessee should be adjudged bankrupt, either voluntarily or involuntarily, City shall have the option to pursue with the Court having jurisdiction all remedies to which City may be entitled in law or equity. In no event shall Lessee's interests in this Lease be deemed to be an asset of Lessee.

ARTICLE 27 -- HOLDOVER

If Lessee enters upon the Leased Premises after the termination or cancellation of this lease for any purpose, or leaves any equipment, buildings, materials, property or debris on the Leased Premises after the termination or cancellation of this lease, the rent due City for such entry or presence shall be prorated rent as provided in Article 3 plus 15% administrative for each day or any part of a day. Nothing contained herein shall be construed as the grant to Lessee of the right to enter the Leased Premises for any purpose after the termination or cancellation of this Lease without the prior written consent of City.

ARTICLE 28 – NOTICES

The addresses for notice are:

For Notice to City:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

For Notice to Lessee:

Red Mountain Arsenal
520 E. Challenger
Roswell, NM 88203

ARTICLE 29 – RULES OF CONSTRUCTION

(a) The captions and headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

(b) All references in this Lease to particular articles, sections, or exhibits are references to articles or sections of or exhibits to this Lease unless some other reference is established.

ARTICLE 30 – CALCULATION OF TIME

Any time period calculated by reference to "days" means calendar days unless expressly otherwise stated; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 31 – STATUS OF CITY

Lessee acknowledges that the City is a governmental entity that owns and manages the Leased Premises pursuant to state law.

ARTICLE 32 – ENTIRE AGREEMENT AND AMENDMENT

This Lease is intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the Parties having been incorporated herein. No course of prior dealings between the Parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease. No representations, understandings, or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein.

IN WITNESS WHEREOF, this Lease is executed the __ day of June, 2025.

For City

_____
By: Chad Cole, City Manager

_____
By: Hessel Yntema, City Attorney

For Lessee:

Red Mountain Arsenal, LLC
By: _____
Its: President

EXHIBIT "A"

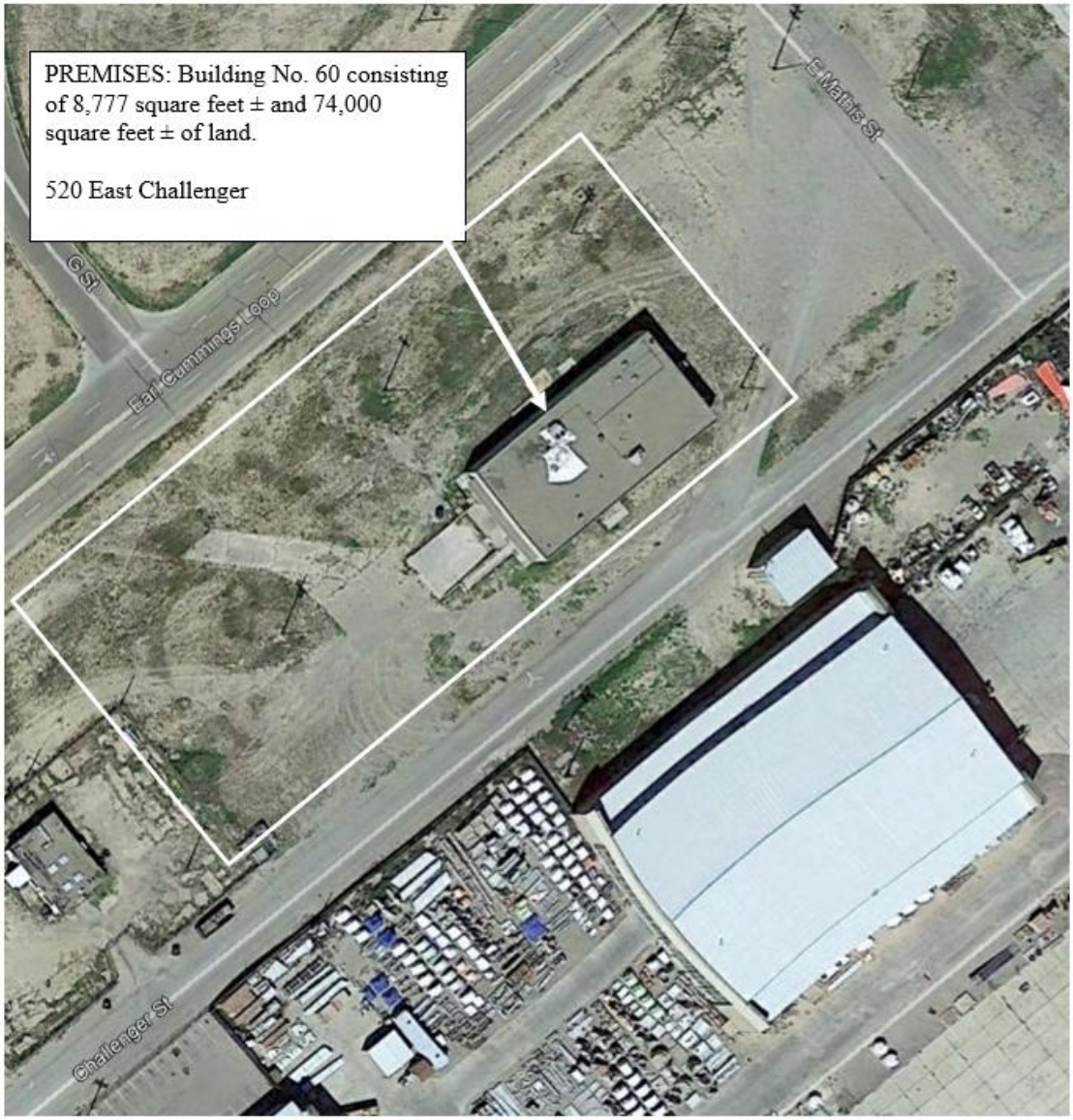


EXHIBIT "A"

EXHIBIT B: INSURANCE

1. MINIMUM SCOPE OF INSURANCE

a. Red Mountain Arsenal LLC shall procure and maintain for the duration of the contracts the following minimum insurance against claims for injuries to persons or damages to property which may arise from or in connections with the performance of the Work herein and the results of the Work by Red Mountain Arsenal LLC, representatives, employees or subcontractors (check all that apply):

covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25-03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence.

Mountain Arsenal LLC has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than
D III.
and Employer's Liability Insurance with limit of no less than
or disease.
D IV.
Arsenal LLC profession, with limit no less than
aggregate.

fixtures on or to real property made the subject of this Agreement, at full replacement cost with no coinsurance penalty provisions.

b. If Red Mountain Arsenal maintains broader coverage and/or higher limits than the minimum shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by Red Mountain Arsenal LLC

2.
Red Mountain Arsenal LLC
The
coverage as additional insured on the CGL policy with respect to liability arising out of the Work

performed by or on behalf of Red Mountain Arsenal LLC, including materials, parts or equipment
furnished in connection with
the Work. General Liability coverage can be provided in the form of an endorsement to insurance (at
least as broad as ISO Form 20 10 11 85 or both CG 20 10,0CG 20 26, CG 20 33, CG 20 38, CG 20 37
form is later revisions used)
3.
For any claims related to this Agreement, Red Mountain Arsenal LLC insurance shall be primary
insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its council members,
officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the
City, its council members, officials, officers, employees, agents, and volunteers shall be excess of Red
Mountain Arsenal LLC insurance and shall no contribute to it.
4.
Each insurance policy required above shall provide that coverage shall not be canceled, except
with notice to the
5.
Red Mountain Arsenal LLC hereby grants to the City a waiver of any rights to subrogation which any of Red Mountain Arsenal LLC insurers may acquire against the
of any loss under such insurance. Red Mountain Arsenal LLC agrees to obtain any endorsement that may
be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not
the city has received a waiver of subrogation endorsement for the insurer.
6.
Self-insured retentions must be declared to and approved by the
Mountain Arsenal LLC to purchase coverage with a lower retention or provide proof of ability to pay
losses and related investigations, claim administration, and defense expenses with the retention.
7.
Insurance is to be placed with insurers authorized to conduct business in the State of New Mexico
with Current A.M. Best's rating of no less than
Red Mountain Arsenal LLC
8.
If any of the required policies provide claims-made coverage:

i
Agreement or the beginning of the
ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Work.
iii. If coverage is canceled or not renewed, and not replaced with another claims-made policy
form with a Retroactive Date prior to the Effective Date, Red Mountain Arsenal LLC
tv. Must purchase "extended reporting" coverage for a minimum of five years after completion of the Work.
9.
Red Mountain Arsenal LLC
endorsements or copies of the applicable policy language affecting coverage required by this Section. All
certificates and endorsements are to be received and approved by the
Failure to obtain the required documents prior to commencement of the Work, however, shall not waive
Red Mountain Arsenal LLC obligations to provide them. The City reserves the right to require complete,
certified copies of all required insurance policies, including endorsements required by these specification
at any time.
10.
The City reserves the right to modify these requirements, including limits, based on the nature of
the risk, prior experience, insurer, coverage, or other special circumstances.
Red Mountain Arsenal LLC

Regular City Council Meeting
Meeting Date: 07/10/2025
COMMITTEE: N/A
CHAIR: N/A
CONTACT: Amalia Martinez

Summary:
Approval of the minutes from the Regular City Council meeting on May 8, 2025. (Halvorson/Martinez)

Attachments

DRAFT CC Minutes May 8, 2025
Communication regarding the vacation of 9th Street

Regular Meeting of the Roswell City Council
Held in Commission Chambers – Chaves County Administrative Center
Thursday, May 8, 2025, at 6:00 p.m.

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

The meeting convened at 6:01 pm with Mayor Jennings presiding.

ROLL CALL: Councilor Cortez
Councilor Corn
Councilor Oropesa
Councilor Cavin
Councilor Moore
Councilor Marrujo, Jr.
Councilor Johnson
Councilor Arnold
Councilor Halvorson
Councilor Heldenbrand

Councilor Marrujo led in prayer, and Councilor Moore led in the Pledge of Allegiance.

1. Approval of agenda - approve the agenda for the May 8, 2025, Regular City Council Meeting.

MOTION: Councilor Halvorson made a motion to approve the agenda for the May 8, 2025, Regular City Council Meeting with the following change: Move item # 25 to the consent agenda, the appointments of Carrie Hollifield, Mike Espiritu, and Dr. Shawn Powell to the Airport Advisory Commission. Pull item #21 from the agenda to hear at a later time. Councilor Cavin was the second.

ROLL CALL VOTE:		
	Councilor Cortez	yes
	Councilor Corn	yes
	Councilor Oropesa	yes
	Councilor Cavin	yes
	Councilor Moore	yes
	Councilor Marrujo, Jr.,	yes
	Councilor Johnson	yes
	Councilor Arnold	yes
	Councilor Halvorson	yes
	Councilor Heldenbrand	yes

Motion passed:10-0

DRAFT

2. Approval of consent agenda - approve the consent agenda for the May 8, 2025, Regular City Council Meeting.

Councilor Halvorson made a motion to approve the consent agenda as amended. Councilor John was the second.

ROLL CALL VOTE:	Councilor Cortez	yes
	Councilor Corn	yes
	Councilor Oropesa	yes
	Councilor Cavin	yes
	Councilor Moore	yes
	Councilor Marrujo, Jr.,	yes
	Councilor Johnson	yes
	Councilor Arnold	yes
	Councilor Halvorson	yes
	Councilor Heldenbrand	yes

Motion passed:10-0

CONSENT ITEMS (items 3-17 will be approved when the consent agenda is approved.)

3. Consider approval to award electrical service work for Cielo Grande Soccer Field Lighting to J&G Electric, Inc. in the amount of $145,135.60 which includes GRT.

4. Consider approval of the award recommendation for RFP 24-011 (2ND Posting) South Park Cemetery Columbarium Plaza to Waide Construction, Inc. in the amount of $970,104.09, which includes GRT. This project will utilize two funding sources: ARPA funds and the Well House Project Grant.

5. Consider approval of the award for the Inclusive Park Phase 3 Project to Abraham's Construction Inc. in the amount of $342,172.76 which includes GRT.

6. Authorization for ratification of PO 22502347 in the amount of $460,040.72 to CES for fencing for a secure site for ARFF prop location at the Air Center.

7. Authorize for approval of the National Championship Air Races Lodgers' Tax Funding Request in the amount of $300,000 for marketing as outlined in their Memorandum of Understanding.

8. Approval of a new lease agreement for equipment with PTS Office Systems, Inc. of Roswell, NM.

9. Authorization for ratification of Purchase Order number 22502190 to Cotton Commercial Inc. in the amount of $294,742.06 as floodwaters caused significant damage to the Adult Center, requiring emergency protective measures to muck out, demo, and dry out damaged building components.

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10. Authorization for ratification of Purchase Order Number 22502168 to Cotton Commercial Inc. in the amount of $258,476.31 as floodwaters caused significant damage to the Police Department, requiring emergency protective measures to muck out, demo, and dry out damaged building components.

11. Authorization for ratification of Purchase Order Number 22502183 to Mooring Recovery Services in the amount of $216,020.60 as floodwaters caused damage to the Terminal, requiring emergency protective measures to muck out, demo, and dry out damaged building components.

12. Authorization for ratification of Purchase Order Number 22502189 to Mooring Recovery Services in the amount of $391,744.88 as floodwaters caused significant damage to the Air Center, requiring emergency protective measures to muck out, demo, and dry out damaged building components.

13. Approval to award the construction of the Air Center Terminal Restrooms to White Rock Construction in the amount of $484,818.99 (including GRT) through RFP 23-013.

14. Approval of the Letter of Engagement and a promissory note for DRS, Disaster Recovery Services, for phase II insurance and FEMA claims recovery consulting.

15. Resolution 25-22 - adoption of Resolution 25-22 approving budget adjustment for the fiscal year ending June 30, 2025.

Resolution(s)

16. Resolution 25-21 Weeds—The Resolution mandates the cleanup of approximately thirty-six (36) separate properties within the City.

17. Approval to authorize AEVEX to enter into a 5-year lease agreement beginning May 1, 2025, and ending April 30, 2030, for Bunker Nos. 1130, 1131, 1137, and 1144 at the Roswell Air Center.

Minutes

18. Draft minutes Thursday, April 10, 2025

Councilor Halvorson made a motion to approve the minutes from Thursday, April 10, 2025. Councilor Marrujo was the second. Councilor Corn requested to be excused from the voting because he was not present at the April meeting.

Voice vote was 9-0 with Councilor Corn recusing himself.

NON-ACTION ITEM (Information Items)

19. Airport Updates (Bobbi Thompson)

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FOR THE RECORD: Councilor Arnold left the meeting at 6:18 and returned at 6:22.

20. Flood Disaster Updates (Deb Gallagher and Jeb McPherson)

FOR THE RECORD: Councilor Heldenbrand left the meeting a 6:56 and returned at 6:58

21. Proclamation - Frontline Worker (Mayor Jennings) – ***item was pulled at the approval of the agenda***.

22. Roswell Police Department Out-of-state Travel - May 2025

PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS
In order to speak you must sign up prior to the Council Meeting.

Candi Munday spoke on Neighborhood Watch

PUBLIC HEARING(S)

23. CASE VAC-25-0007: Request Vacation of East 9th Street 60' wide Public Right-of-Way (ROW) from N Main Street to N Virginia Avenue; and vacate adjacent north & south alleys from 8th St to south of 10th St from Public Rights-of-Way and convert to 25' Public Utility and Reciprocal Access Easements for Infill Development in the C-2 Community Commercial & I-1 Light Industrial Zoning Districts.

Councilor Halvorson: Mr. Mayor I move to open a public hearing for Case VAC-25-007 requesting vacation of East 9th Street 60' wide Public Right-of-Way (ROW) from N Main Street to N Virginia Avenue; and vacate adjacent north & south alleys from 8th St to south of 10th St from Public Rights-of-Way and convert to 25' Public Utility and Reciprocal Access Easements for Infill Development in the C-2 Community Commercial & I-1 Light Industrial Zoning Districts.

Councilor Johnson: second.

Mayor Jennings: okay we have a motion we have a second we have a motion by Council Halvorson and second by Second Council Johnson okay so anyone who cares to testify on this will have to be sworn in is that correct so if Mr. Gross, Mr. Krumland and Mr. Hicks and anyone else who would care to be testify in this if they're pleased and stand and state your name raise your hand and the clerk will direct you being swear you in

City Clerk: Please raise your right hand do you solemnly swear or affirm that the testimony you give is the truth, the whole truth, and nothing but the truth under penalty of perjury. Swearing in was Thomas Krumland, Scott Hicks, Toby Gross, Jessica Vickers and Meredith Hildreth.

Mr. Hicks, Mr. Krumland and Hr. Hicks: I do

Mayor Jennings: okay we have five people we have five people unable to testify okay three we'd the two in the back behind public staff Meredith so okay yeah do you want to go with that first or

the which would be the proper way renew the report that we had from where they asked us yeah I think the communication would be in order

Hess Yntema: The communication would be in order Mr. Mayor.

Chad Cole: read the Communication regarding the vacation of 9th Street from Mayor Jennings and Chad Cole to the Full City Council. Attached to the minutes.

Chad Cole: Mr. Mayor okay the Yes sir mr may if you would go ahead and read the publication we have yes sir Mayor Jennings members of the council with regard to vacating public service public use streets the first thing we have to look to is city council ordinance 24003 article 7 with regard to real property transactions and real property is just land or anything permanently affixed to the land site section 2-201 clarifies that there must be no existing municipal purpose section A just below that prior to the sale exchange or donation of real property belonging to the city such real property shall be determined to be not essential for any municipal purpose sure I'll use my outside voice because I don't think it's fine yeah that one's not on or something just wave me in if you're not hearing me on turn on we'll go outside boys I do believe it's on it's just in that room right there test okay thank you new to the IT test let me repeat section A of that ordinance prior to the sale exchange or donation of real property belonging to the city such real property shall be determined to be not essential for any municipal purpose section B goes on to clarify the Mayor and city manager shall make this determination in writing and communicate the determination to the governing body each of you has this written determination there in front of you today the essentials of that determination were communicated to Mr. Hicks representing the Ford house today before this meeting and I'll go on to read not the whole communication but I think it's important to read some sections here this communication is sent to you pursuant to ordinance 24-003 the Mayor the city manager determine and concur together that the land petition for vacation in case V as in Victor A as is in Alpha C as is in Charlie-25-00007 still has a municipal purpose and public use hundreds of cars travel down this road daily and a significant portion of those travelers are unrelated to the petitioner's business we note that gross receipts tax for auto sales in their entirety are sent to Santa Fe non Roswell New Mexico further the petitioner has cited financial tax gains to the city from this new construction petitioner also admits that these improvements must occur as a condition of the property being a ford dealership in other words the granting petitioner granting the petitioner the vacation of a regularly used city street off of Roswell's largest arterial street Main Street would simply make the project more lucrative for the petitioner as the leading treaties on municipal laws note the primary purpose of streets is use for travel by the public and this refers not alone to the adjacent property owners but to the whole people the right of public to the use of these streets is paramount to that abiding owner or that the individual or corporation no matter what may be the use which he or it desires to make in the street um with regard to the analysis we have been provided traffic study by the petitioner recently and we have reviewed that per this analysis per the petitioner's traffic study at page four for the portion of the 9inth Street in question the average weekday 24-hour count was 250 vehicles per day or BPD with 114 vehicles per day traveling westbound 137 vehicles per day traveling eastbound the 24-hour average dropped to 117 vehicles per day two-way over the weekend this was compared to a 2024 New Mexico DOT study that found 382 vehicles per day traveling east on 8th Street between North Main and North Virginia Avenue this suggests that traffic on 9th Street is 66% of that of 8th Street and in in

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of itself 9th Street being utilized one third less than 8th Street does not establish a lack of public use no other minor streets were cited or analyzed in the petitioner study however such data could have easily been included it is in phase readily available to the public at New Mexico Dot public website that the traffic study omitted any other street data is telling this could be because 9th Street is street's use is simply not that far from the ordinary non artery streets in Roswell for which we have data the Mexico DOT studies are generally done for major streets so it is reasonably it reasonably follows that the vast majority of the roads surveyed are above 1,000 vehicles per day nevertheless per DOT data many streets in Roswell have similar traffic to the portion of 9th Street in question for example Third Street between Washington Avenue and Missouri Avenue a road only a block from Washington Avenue Elementary School registered 291 vehicles per day east Alameda Street and Stanton Street was a meager 91 vehicles per day lower yet Kentucky and West Bland registered 86 vehicles per day in the south of town we see other small numbers the corner of East Martin and Gail Harris the road next to Sydney Gutierrez Charter School and Caddy Corner to the corner of Eastern New Mexico University Roswell Health Services Center had 488 vehicles per day university Boulevard and Walker five blocks north of EMUR's administrative building had 248 vehicles per day taken within the broader context the traffic that goes over 9th Street is not unusual or out of place to establish that it is no longer being reasonably used by the public to say otherwise would be open up perhaps a majority of minor roads in Roswell to vacation or for lack of public use petitioner study also notes that according numbers supplied exclusively by the petitioner 88% of the traffic on 9th Street is attributable to their federal operations this overlooks two facts number one petitioners employees and employees and customers are in fact members of the public and number two 12% of the use is still there the public use that must be considered and broader and more inclusive than the mere use by a bike property owners streets are dedicated to the public use finally we touch on one other issue the city engineer noted that there is a savings to be had by not maintaining this street to accept this logic is carried out to his rational end it would be proper to close every street where Roswell as they have all have cost to the city the appropriate approach would be to compare maintenance cost against use relative to similar situated streets but that is something that is not presented by the petitioner or contemplated by the engineer given the street numbers above the applicants materials there is no reason to think that maintenance of 9th Street is more expensive than any of the other streets that have similar or fewer vehicle per day counts based on all the material provided by the petitioner we cannot in good conscience find that there is no existing municipal use to determine otherwise we leave open a significant number of city streets to abandonment or vacation the street rally cannot be vacated for private use i.e. for the purpose of devoting it to exclusive use and benefit of a private person or corporation but it may only be vacated to promote public welfare

Mayor Jennings: okay so that's where we are we felt that we met with them um they presented their case and so I think we can go ahead and allow you all who wants to speak first on behalf of this Mr. Gross you come to the microphone please so everybody can hear it somebody just

Councilor Heldenbrand: Mr. Hicks first

Mayor Jennings: Mr. Hicks he was here okay that's fine but I just was calling in the order which they signed up Mr. Hicks

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Mr. Hicks: good evening Mayor Council Scott Hicks with Engineering acting as the agent on behalf of Roswell Ford as you all know we're here in continuance of our case last month there was a couple items that were not aware that we needed to do or the council wanted us to take care of before they could make an informed decision so we've done that I would like to address a couple of things that Mr. Cole mentioned before I get into some other points I did talk to him today I was not given or I didn't request a copy of that letter so I didn't see every specific item that he addressed or I hadn't heard it until just now but a couple of things I'd like to just point out the traffic counts on 9th Street were done over a week from a from a Wednesday through a Tuesday and that average is 250 cars or vehicles per day and we never said that there weren't any other vehicles than the Ford employees or people using Ford for business or deliveries there are some but there's very few if you look at the numbers that they provided us for their for their business and it is about 12% based on those numbers and again we're talking about essential so and that's why I included 8th Street's count for comparison because 8th Street is just one block south and it was at 382 I believe per day per the DOT website um just to show you that even with the traffic on 9th we it was about 2/3 of that on 8th Street so essential meaning that any of those cars that were using night to get from Main to Virginia or vice versa could also use 8th 10th or any of the other streets in the area so we're not saying that that's not there's not any of the cars doing that it's just the essential is what we're looking at um there are other streets that they can do that so that that's why there was only that street I also included the numbers for Virginia and Main because those are the two streets that bound Ninth Street and you know in the corridor we're talking about just to give you an idea of the amount of traffic that is on both of those streets relative to Ninth very small number of vehicles use Ninth Street and compared to those streets obviously so that's the reason for the tight comparison and I didn't go you know all over town looking for comparable streets we're just trying to keep it in the area that we're talking about cuz I believe there was a comment made by one of the councilors last month that we don't have traffic counts on 9th so that was the core reason for getting this together was so you had some traffic counts on 9 and we have those now so that that's why there's it's kind of you know limited to just those streets in the area okay so going on with what we have done since um last month we met with an appraiser Toby got on and you'll hear more about this toby got on the phone u the next day after the meeting and set up getting an appraisal done and the week after that he was here he flew into town toby and I met with him at on site he walked nine street from one side to the other and both alleys with him he's we were with him about 2 and a half hours that evening Thursday night and then they prepared their appraisal which you all have a copy of right now and that appraised value for that rideway being called real property is about $14,000 and Roswell Ford paid about $11,000 to get that done so they have already invested quite a bit of money in that and are willing to pay that amount to get that part of it done and over with so that is done if you think about it too it's about 0.9 acres that the appraiser list in there for the area with the alley and the utilities that are in there that are going to stay in there just like they are now um and the setbacks if this was to be looked at as a as a lot of its own for development you're probably looking at about half an acre at the most so really that's about $14,000 for half an acre um and as I stated we put presented last month what we're what we're proposing is easements for the alleys for utility and access for both parties on either side of that alley and then having one 20 foot dedicated access easement from Main to Virginia that will stay open and always remain open for through traffic now so the difference becomes it's not public right away but there still will be access for emergency vehicles for the other owner there on the other side Mr. Rhoads so it's not limiting any traffic moving that direction it's just no longer a street the other 40 feet will be dedicated as quick lanes for service and that's the whole purpose of doing this to vacate that 60 feet to get

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enough property there to use for those quick lanes and it will become one-way traffic from Main to Virginia that will also safety comes into play there because no longer will there be a left-hand turning movement out of my street onto Main so that's a plus there so yeah we put that together those are in your packets I just want you to think about the word essential with the other streets in that area they do the same thing that Ninth does there's no utilities in that street there's nothing else planned for that street the folks that use it even myself if I'm not going for it I'm using that street I can go to any of those other streets 400 fT one way or the other and still get to where I wanted to go between and Virginia the you know there's a lot more we could have done with a study but I wanted to keep it focused in the area especially with the time that we had of area of the project itself so if there's any questions on that please do um let me know and we'll answer those but that's in a nutshell um the other thing about the savings you know it's not a savings that's not going to be spent somewhere else on another road that's what we're trying to say when we say we're saving the city $38,000 that was the number that Mr. Najar had in and his letter um it's just that's $38,000 that the city can put on another street the maintenance for that section now will become the responsibility of Roswell Ford and they will maintain it and they have plans to repave it and do some more concrete work they've already done a substantial amount of concrete work from Main on the south side of Ninth Street from Main to the alley if you go wider you'll see that so they will be taking over maintenance to that you know for that portion of that road in that street so that's what you meant by savings of $38,000 so I'll stand for any questions or any comments that we have that may come up after you know we hear from Mr. Krumland and Mr. Gross so please feel free to let me know if there's anything else I can just kind of wait till we get everybody up and we'll hear all the test all right thank you good

Mayor Jennings: Mr. Gross or Mr. Krumland who wants to go next Mr. Gross

Mr. Gross: Toby Gross 1316 Alicia Lane good evening Mr. Mayor council once again I don't know where to turn at this point we've done everything that we were asked to do we've had it appraised we've had the street count done we've done everything we can do and now the city has fallen back on they don't deem it they deem it necessary for the city's purpose we all know it's mostly us we're going to we're going to build something over there some more we're going to create more traffic more confusion it it's an it's going to be a dangerous situation turning left out on to the state highway is already dangerous I don't I don't know what else to say since you've turned to this this but why didn't somebody just tell us no a long time ago why are we being pushed down the road and delaying our project by month after month you know I we wouldn't have had it appraised if we didn't think that it was something that we should have been doing for you that's what we got and I know that you don't respect the appraisal was the opinion I got in the meeting the other day why do we why do we have a why are we back here if the answer was no

Mayor Jennings: it's your choice to come and speak and present before the council and that's all if you choose not to that's fine it's a courtesy we give you

Mr. Gross: I appreciate the

Mayor Jennings: You have a right to be in favor of what you're in favor of I make my decisions for what I believe and what I see and I'm sure

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Mr. Gross: but the decisions continue to change on us and that's bad business that's all that is

Mayor Jennings: that's fine your opinion

Mr. Krumland: Mr. Mayor City Council you know I don't know what to add except to ask you cuz I think it's you and the city what is your title city manager city manager that you come up with this deem non nah or you deem it essential what is there is there Well I should ask is there anything we can do to get this project through

Mayor Jennings: Mr. Krumland we're here to look and about the use of the streets and they asked if it was if there were enough people to use that use that street it asked us about our opinion if it was essential and it had enough used to be claimed as a city street and I in my opinion I felt it didn't I felt it was there that's my opinion I I can't tell you why I when I look at when I looked at the work that I saw there in the appraisal some of that concerned me I thought when you your people came they told us it was they would only give 10,000 and we told them that and even below their appraisal your appraisal from your individual I honestly when I look at that in my heart of hearts I think that the use of that street is worth more in my opinion than $14,000 and you your people came and they cut it down we're saving you $38,000 here and they said "We'll give you $10,000." And I thought I think for $14,000 in my opinion of a piece of property in that area of town it is and that whole street the use of that whole street in my opinion is worth more than $14,000 to the people of this city I think there's enough use there to justify that I have a great deal of concern about what happens when you take this third of the traffic or whatever and put it on 8th Street or where it goes that's also going to put more problems there there's no stop light on 8th Street that's another thing I think is an issue if there was that might make it easier to have left turns off of eight but I look at that and um you know you're getting a piece of property that the people of Roswell have paid for including curb curbs and gutters and all that it's been there and I think it's the value of that to come at $14,000 I thought was extremely too low and at that time I said is there something else we could trade for 9.8 acres or for some other piece of property that might have more public use that might alleviate or help other issues and um suggested a thing over there and it was not available was not to be considered by your people and because you had other uses that's fine and I didn't come up and call you or question you like I was questioned about where I came up with mine that's where I came up with mine and if Mr. Gross likes it fine if he doesn't I'm in perfectly in tune with that he has his right and I have a right to my opinion and I used

Mr. Krumland: and I appreciate you saying that but I'm a little confused and all due respect Mr. Mayor you say that you're deeming it non or essential street but yet your whole statement to me was based upon that we're not paying enough money it's not whether it's deemed essential or non-essential you don't think we're paying enough I my report back from Toby was yes he offered you 10,000 because that was something that the city the Mayor could sign off on without approval of the council but we also came back and said "What do you want us to pay do you want us to pay 20 grand then we'll pay that." We have made that offer to you and I'd like the rest of the council to know that we did not stop at what the appraisal was but your whole summation to me is that we're not paying enough not that it's an essential or non-essential street

Mayor Jennings: in the movement of the vehicles that are on they go down that street and you move them down to 8 Street that compounds a problem in 8th Street as well and you know that's

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my opinion I the traffic amount there I think that there are a number of people have a number of rights to use a street that has been dedicated for this street since 1891 or whatever it was

Mr. Krumland: I agree with you

Mayor Jennings: and they have a right to that to take that away although maybe it's only from 150 people or 200 people to take that away is not something that I think we should just do this would set a very dangerous precedent on what we do for other pieces of property with that low traffic count and or even that high a traffic account we have a number of streets in Roswell that don't have that and you know somebody could petition to vacate all other kinds of things without looking at it and that's how it got this far this is the first time I got to see that we did see some things there were one time there were going to be an awning over that sometimes other things but there are other people behind you that have other pieces of property yes I understand that no one filed a written protest I understand that but I just that was my opinion how my beliefs are

Mr. Krumland: but the title of those properties I also own one on Seventh in Main where the old Honda store was on that deed that goes back to the Chisum Ranch I mean that's what was on that this is how long ago his properties were dedicated to city and I would ask you on some of these other streets that you cited so if you had some kind of a economic windfall coming to Roswell that somebody wanted to build another building that they needed to close a street or two would you would you consider that or not if it was for the good of Roswell you know and making Roswell better I just got emails today about could I attend a meeting on downtown Roswell and what we can do to beautify and to make it more I think anything that we've done we've tried to improve the city and the properties in which we have so I don't think that's an issue um I hear what you're saying and you're holding you want to hold on to this essential or non-essential but yet today I've heard you say that you know you're not paying enough so if we pay if we paid 100 grand is it still non-essential or is it still essential cuz only you can answer that because you brought other things up to Toby and you brought him up and in insinuated here you know what kind of lighting are you going to put down there hey we're going to put in the lighting that you guys are going to approve you mentioned something about a project we did 5 years ago the Nissan store that maybe our lighting was not compliant with the night sky ordinance hey that was a local electrical engineer that did it all of those lights are facing away from any residential we have done whatever we had to do to be good neighbors in wherever we're at but why would that comment even come up if you're not looking for a way to prohibit us from this street why would you even talk about the lighting you know the fact is that it's essential or non-essential it doesn't matter what kind of lighting we're going to put it then it shouldn't matter how much money we're going to pay for it but that is what you just told this council and the people here that we offered you the appraised price which is with all due respect a lie we did offer that but we came back and said what does it take so we weren't stuck on that number you know so I mean if there was something else going in on one of these streets that are two city blocks long and you have a if that's where you decided to put the new museum or something I guess that's a whole different issue you the city has the right to close whatever streets they want at that point you know because it's municipality I'm just trying to say hey I'm you're going to leave me with some other options so we can stay there or we can move our Ford store out of the city and we can move it into some kind of county position property you've already said stated here today well you're not getting any of the tax on the grocery seats tax that we sell on automobiles but you are on all the service city of Roswell is where it is okay and you know so there

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is a economic impact and for the we're already spent about 3 million just getting it up to where it's at today I had a nice conversation with Ford we're probably $10 million away from a completed project those $10 million will be spent on local contractors that they will they will have impact on this city and the people that work there we're not bringing in and again I'm probably stepping on toes but we're not bringing people in from Albuquerque to build it but that's what I think the city would do if you're going to rebuild the convention center or something we're trying to keep our money here I've been here 30 years the first person I went and met when I moved to this town was your brother he was Mayor at that time and I went up to the office and I said who I was "Hey I'm hoping to be a good neighbor I'm hoping to do things the right way." And I think we have 30 years worth of building which I don't know the real estate assets are probably in excess of $25 $35 million in Roswell and I just don't know what we've done to upset you because it looks to me like it's personal

Mayor Jennings: no it's not well I want to race back but it's not you can do whatever you want right I don't um

Mr. Krumland: right you know so it was available if we traded you some land and if you want to trade that land that I have on West Second I'll do it with you at appraisal to appraisal if the city wants to do that I'm in right now telling them okay then you can use it they heard people up here talking about your FEMA and about how you gave all the statistics on how fast the run the flow of water is on there then take that land that I own and build yourself reservoir out there in back of my Toyota store but it's not going to be at the same appraised value as this street it'll be we'll get an appraisal if the city wants to pay for it there's a way out stop the flooding you're concerned about that

Mayor Jennings: you know I was looking for a way if there was a way to get some other kind of movement or some look at some other ways to look for public use or whatever else just to see whatever might be out there that we could find some level of agreement on that was turned down and wasn't available and we've done that we've gone down the road and if it you know that's where we are when we looked about this and looked about the appraisal and that's where it is you can try to make this between me and you if you want that's up to you I I am I was concerned and I thought that appraisal price was low and as I look at it you know we get what is it 25 cents a square foot for everything we lease at the airport every year

Mr. Krumland: Mr. Mayor

Mayor Jennings: and this was about 35 cents a square foot or something so whatever

Mr. Krumland: Mr. Mayor I agree with you okay but I did not hold my hat on that appraised value I asked "What does it take I'm not trying to buy it I'm not trying to steal it from the city but we've had we've had three accidents in the last six months there are one fatality." I mean and this and you guys all had the report that the state engineer says that they would love not to have left-hand turns out of there before this and it's still going to be an open access one way but there's an open access for people that wanted to go from 8th Street to Virginia there's still going to be open access you know we're I'm not the big bad wolf that's cutting you know the poor independent person from using that street and yes we're going to put up more lights and stuff right now those three four

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blocks in there are part of the biggest problem this city has as homeless people let's put some lights down there let's make it bright there's no homes around there we're not affecting any residential you know the only one that really uses that and you've got some studies here but you've got the propane company in the back there once twice and maybe three times a day they send a truck there but they don't even go out and use Main Street because of the left-hand turn way so those are some I would ask you to do a little bit more homework on who uses it so I don't think that we're going to get past it I think you've hung your hat on hey it's an essential road and we're not going to budge from it is that what I'm hearing from this tonight

Mr. Mayor: I made a decision in that matter yes I over what I saw and what the evidence that was presented to me I made that decision yes

Mr. Krumland: but yet the first night we were here you guys wanted continuance because Mr. Najar was up here and you kind of fried him in my opinion up here well this isn't in the report and Mr. Heldenbrand was saying well this isn't in the report I can't make a decision on this this isn't there so we got all that information from him you could have made a decision that night and said you know it doesn't matter what it is it's going to be an essential street but once we got the appraisal once we got the traffic analysis then it's like "Hey can you find something in there in the in the city

Chad Cole: don't touch me

Mr. Krumland: can there's something else don't touch it." Okay that's okay yeah okay

Chad Cole: I don't forget it

Mr. Krumland: okay

Mayor Jennings: now yes please and what I have no control over what other people say what he Councilor Heldenbrand says because he asked a question of anyone that's not my fault that

Mr. Krumland: but that's the reason why we are here a month later because we asked for a continuance to get those two things done that's what you asked us to do why would you ask us to do things and spend our money if you knew that you weren't going to do it

Mayor Jennings: I didn't have that no I didn't I had

Mr. Krumland: You didn't have your homework done but you expected me to have mine done on that day

Mayor Jennings: I had not made a determination about which way I was going to go necessarily there were other people on this council that voted other than me in fact the number of times if you look I don't even vote because I only vote in the case of a tie so I do have opinions about things I do express them I think that's what my job is to express them and I do that and I will continue to do that for whatever the council

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Mr. Krumland: that's what you're elected for so whatever your opinions are but in this case it won't even go to a vote so what you're saying is going to override anything else that any councilor may or may not want to see this happen you're going to say we think this street is an essential street regardless of nature

Mayor Jennings: believes your entire

Mr. Krumland: Well that's what I'm hearing you say tell me if that's not what you said you know

Hess Yntema: Mr. Mayor if I may is the parliamentarian for the body this is getting into argument and not actually presenting facts for the council to make any determination about that

Mr. Krumland: and I'm asking what can we do to make a deal

Mayor Jennings: I think we have made a decision according to the laws of the state of new mexico as it was determined that what how we were supposed to make a decision according to the law I think we've honored our decision and made our decision according to the law of the state of New Mexico and I'm sorry if they don't go your way

Mr. Krumland: not good it's all right hey we win some we lose some thanks for hearing me out

Mr. Hicks: Mr. Mayor

Mayor Jennings: yes sir

Mr. Hicks: thank you um a couple more points real quick on the back um you said something in there Chad about vacating the street for a business can you repeat that since that

Chad Cole: I'm not sure what you're talking about

Mr. **Hicks**: yes no in your letter where you said we don't vacate streets or rights away for the use of personal or like a business is that in there I read that I guess what I'm trying to say is in 2016 we were in front of the council for a very similar vacation of East 16th Street from Atkinson East 400 ft it was right in front of Dodson Wholesale Lumber and they petitioned the council through P&Z and council to have that street be vacated same width same length and the P&Z recommended approval to do so and the council approved vacating that right away for the sole purpose of and use for Dodson Wholesale Lumber the other one that's comes to mind is the alley between Buffalo Wild Wings and the hotel between 8th and 7th Street that alley was vacated for the purpose of access for Buffalo Wild Wings and also the hotel the utilities are in that alley and it became an easement for access and utilities so this is nothing new this is not a precedent where you would have set tonight if you approved to vacate the right this does happen and it's happened here in Roswell more than once and not just for the city's purpose but for the use of businesses and therefore the public that uses those businesses I think that's very important to remember that's a fact the other the other thing I'd like to ask real quick if I may you were concerned about traffic not on ninth now going to 8th street Mr. Mayor I'd like to ask the opinion of the city engineer what he

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thinks about that if we're only talking about another 100 cars per day and is that something I can ask your opinion on any other traffic

Mayor Jennings: Mr. Hicks I made the decision we made a decision we listened to his testimony the other day and I've already had one councilor criticized because he asked him some questions and whether it's going to be me I'm not into arguing all night
Mr. Hicks: well I understand that you brought up your concern I think your own senior engineer might be open to help answer that

Hess Yntema: Mr. Mayor as a parliamentarian it is the obligation of the applicant to provide all the evidence up front calling upon the city to present evidence on his behalf at the last hour would be irregular

Mr. Hicks: I'm not saying on my behalf I think it would just be clarification of the city streets use of the city streets with depending on traffic well shouldn't take long

Mr. Najar: I don't want to put you on the spot you may say whatever you choose you can choose to answer you can choose not to answer um that's fine

City Clerk: do you solemnly swear or affirm that the testimony you are about to give is the truth the whole truth and nothing but the truth under penalty or perjury

Louis Najar: I do Mayor council this is an interesting case this is a planning and zoning variance case a planning and zoning variance case is just what it says it's a variance of some of the other things that you normally don't have so this is a planning and zoning variance case that the governing body councilors have the final ruling as I understand it so to answer a couple of questions that have come up and some statements the 33,000 38,000 whatever that number was that was based on the mill and fill prices that we just did around town and we're going to pay the same price to do 8th street 7th street sixth street all the other streets per square yard whether nine streets evolve or not so those are actual numbers okay and that's part of the maintenance as far as 8 Street and having a traffic light that's been come up before and twice New Mexico DOT did the warrant studies and both times it didn't make similar to 23rd Street over there by over there by Applebee's that's always been a problem so what you have before you is planning and zoning variance case I'm up here as the city engineer and yes I take in a lot of bullets but ethically as a city engineer I have to make decisions make opinions based on my professional knowledge and as a professional engineer and in these cases P&Z I just did testimony in another case Tuesday I always give testimony they always ask the city engineer that is my job okay so as I see here this planning zone variance the Mr. Smith engineering is correct we've done this in lots of places I'm surprised that that this happened and so let me just give as a city engineer I have to take a big picture wide lens wide lens and whatever I'm looking at planning zoning case whether it be a home business Whether it be vacating an alley whatever it is I have to look at them all looking fine points and then step back wide lens okay that's my job sometimes you guys like it sometimes you don't just like when I give an estimate for a project most of the time you don't like the estimates because they're high so let me just elaborate on the traffic and that's all I'm going to talk about really the traffic right now let's take that wide lens this project's downtown Main Street downtown Main Street that was set up in the 1890s 1900s whatever

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Mayor Jennings: let's get to the point I mean we've been doing this a long time that's fine

Louis Najar: so they're about 400 ft apart the blocks downtown traffic you've seen it all back up on the lights think you've all we've all experienced that the DOT since the 1990s has wanted to take out the light at third and fourth because the traffic backs up because the blocks are too small for the modern for the modern standards that we have okay 2024 I think most of you were around 2024 on council safe streets for all one of the projects is to close third street to traffic and just for pedestrian only third and safe streets for all okay 2024 so 9th street it's 400 ft to go 8th street or ninth yeah to 8th street or 10 10th street 400 ft apart most of us supposed to be driving 30 m an hour okay 44 foot per second okay it's going to take you a 9-second delay to go from 9th Street to 8th 9th Street to 10th okay 2019 traffic study we did and we were doing another vacation for another business that wanted to buy some property and require the street 2019 react east well street serving mostly businesses I mean residential and in the base we had 453 vehicles a day and almost equal going east and west my recommendation council didn't pay attention to it but what we did the people at the base we cut off one of their entrances to go to probably to Leprino or probably in Artesia oil field anyway so 2025 they did another study yeah almost 90% of it is for their study and it makes sense even my letter most of their traffic's there for forward okay as a planning and zoning and as council I would assume that you guys are looking for development okay so we're looking for development with the flood we're looking for healing from the flood you know I've been around a long time sometimes I'm a gruffy engineer that's what I do but my experience tells me the convention center the museum anything that the city's going to do we're 5 years out from the event date so that' be October 19th 2024 so 2029 to have something completely built and open to replace the loss and that's just what it is so again that's what I have as far as the traffic responding to the cost responding to the 8th Street light and council you are the governing body I stand for any questions

Mayor Jennings: Councilor Arnold

Councilor Arnold: council just a simple question um considering the actual somewhat of a decision I think that's been made um and the petitioner saying they want a one-way service lane um is it possible to make the street a one-way street done by the city would that actually benefit I mean does it have to actually be sold if it still has use to the city and it is actually currently a and I've seen it very dangerous way to exit what about making the whole street one way from Main to Virginia

Louis Najar: well they've done it as a as an easement cuz as I understand they want to use some of the property for their quick lanes or how are they going to do it but an easement if they're going to make an easement it still has to be signed one way and the DOT I trusted the DOT if they if they've looked at that they don't want less sterns you know they look at a lot of stuff again DOT looked at a street for a light and it didn't warrant but

Hess Yntema: I don't think you're answering your question

Councilor Arnold: asking if city made

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Louis Najar: it one way that if we actually would have to make it one way if it's an easement because that's the direction

Councilor Arnold: no I'm saying if we don't sell it period if we maintain it as ours can we actually just actually go through the process of making it a one-way street a one-way street to benefit the you know declaration of the city manager and Mayor and then also you know our business
Luis Najar: okay so one-way street would you be talking the whole full width or just a partial width

Discussion amongst the council.

Councilor Arnold: the whole take care of I mean I think everybody wins with us just turning the whole street into one way and I don't know what that process is and I don't know that that can be solved right here but it might be able to be done in infrastructure

Louis Najar: the one-way streets the last time we did it we did the one-way streets when we were building main street and we had to take it to council what I remember and we made Virginia One Direction we made Richardson One Direction and that was that but that was a whole huge That was that was But I mean that was the last time we've done one-way streets other than when they come up with new construction then we'll look out there's one east truck right well

Councilor Arnold: I'm just saying I'm just offering what I could consider a very simple

Louis Najar: just like I explained to you last month when Buffalo Wild Wings and then the what was it hardies or whatever was going to go across the street from McDonald's I said "No you're not going to have any access off of Main Street." Cuz I didn't want double left coming from both sides of the both sides of the business so that's when I said you had to use the alley as an access or in turn that's what had to have had the valley the alley be vacated for the safety of the people not having double lefts or it's a bad terminology but people understand it suicide turning lanes

Councilor Arnold: well and I've used I know exactly what you're talking about I use most of everything you're talking about but what I what I'm saying now is that we are kind of at a standstill and I'm offering a consideration that can be discussed later on past tonight I think because I mean I'm just throwing it out there so that Smith Engineering and Krumland can actually maybe consider that as an actual option I mean we're

Louis Najar: to answer your question we can turn any street one way for the most part I just have to look up the process and I think it would start with infrastructure and then take it to council just to show it

Councilor Arnold: I would like that thank you the council

Councilor Heldenbrand: let me let me address that if you look at their plan what they're talking about a quick lane do you know what a quick lane is

Councilor Arnold: yes I actually

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Councilor Heldenbrand: Yeah so what they're talking about if you turn that into one way street would not allow the construction of that quick lane which is a loop facility to be placed correct that's correct see that's not what been totally told to you is what's really going to go on there no that I understand what's going on yeah so you turning it into a one way will not fulfill what they want to do

Councilor Arnold: but he's an engineer and I'm saying that we as a city can offer a solution of creating safety that they're saying does not exist of creating the actual fact that that's our property as stated by the Mayor and it's in it's in use so why don't we actually have a conversation of how we can develop something that fits a one-way street and everybody has part of the conversation that's just my suggestion it's late

Councilor Heldenbrand: no it's just it's just that won't fulfill what they want to accomplish

Louis Najar: council Arnold that's come I asked the question partial right away so they could build on part of it and then part of it would be so we would share and then and then that partial right of way so to speak would be a one-way actually

Mayor Jennings: Council Lady Halverson

Councilor Halvorson: so I think that partial right of way is what brought the appraisal down so much from 230,000 to 14,000 so that's a huge discount but we I'm not an engineer so I would think you know Councilor Arnold's idea you could strike the street it's wide enough what for three lanes couldn't you strike like a parking

Louis Najar: i think as I understand and Mr. Hick said correct me if they're going to have it a one way that we're going they have to have a striping sign

Councilor Halvorson: well said if the city does it we could do striping like a parking lane close to where you want to do it quickly but leave the center area open for traffic that's just a thought but I again I'm not engineer think I'm going to do something

Mayor Jennings: okay so now okay let's go councilman who's next councilman Corn

Councilor Corn: yes me okay Mr. Mayor I was privileged to be here for the last meeting I was under heavy drugs you would have liked me if I'd been here um but Maybe he don't like me here anyway but I are you wanting a vote on that going to torpedo myself if you want to jump in get after it if you want to fire the shot get after it but anyway the point that I'm going to make has nothing to do with Mr. Krumland per say except he's the driving issue here or the driving party but I started going through this large packet of information I got a Monday afternoon thanks to Councilman Heldenbrand making sure that I got a copy so I was reading through this thing and I I looked on page 243 and your handout that was done by Cushman & Wakefield Western Incorporated and third line up from the bottom they're talking about the turn key ventures hub and it says for mobile home now I don't know if that was a typo or not but what they're building out there is not mobile home right modular would have been a very a much better use that's 234 okay well now we all know why I'm not then I noticed on 237 where it listed electricity is Central Valley

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Electric Corporation I think it's Xcel and I also noted in the previous pages before I got to this that there had been correspondence with Xcel now I don't know if they were privileged to all that correspondence or not then I looked at the flood zone which is the next page 238 and it talks about flood zone that was they dated September 25th 2009 now I defy I would ask is there anybody here that doesn't think we're going to get a new flood zone here pretty soon if they are you're the

Louis Najar: I'm the flood plain manager and I would suspect that we're going to get the flood plain zones widened

Councilor Corn: so are you good 80%

Louis Najar: 90%

Councilor Corn: thank you the right answer

Louis Najar: and I would say I would say that Ford probably realizes that or Mr. Krumland and they're taking a big chance for putting it out there and that's they're prerogative

Councilor Corn: the other the other thing whenever I started going through this traffic count I was absolutely amazed that many vehicles use that street cuz I avoid it like the plague already you know I mean I just don't go there and then I got back to the actual dollars and cents on the appraisal I don't have that but I questioned all the discounts that were listed there were lots of discounts on discounts lot lots of discounts that I didn't understand nor did I have time to inquire because first off I didn't know who I needed to inquire um but there's just discount on discount on discount whenever you look at that appraisal sheet and I don't know what that what that is I mean I guess you can't

Louis Najar: I can't answer those Councilor Corn

Councilor Corn: well I don't You're not the right guy on page 261 I'm told I ran out of things to mark the pages Mr. Mayor I apologize a little bit well it actually starts on 260 when it's discounted 80% middle 20 ft with excess easement I don't understand what that really means and then you go to 264 and they've got discounted 80% discounted 80% discounted 90% discounted 99% discounted 80% and the first one is discounted 80% I Okay why are we discounting it I don't know so I've got more questions and I appreciate the some of the conversation tonight cuz I was I had very little knowledge of this thing did I know if something was going on yes but I haven't talked to anybody about this this is an independent review of the documents that were presented to us in our packet and so when I find slaten errors early in a report then it's a lot easier to discount the stuff that the last and so I I've got more questions than I've heard answers for tonight and I don't think anybody that was here can answer those questions

Louis Najar: that is correct

Mayor Jennings: are there any further comments or questions

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Councilor Moore: but it's not a question for him I do I have a question for or I don't know who is so maybe for you all right maybe I don't you're done so my question here is where are we are we don't get to vote on this no longest no is it no longer a hearing because of the letter that we received just a few as I as we sat down or are we not open for conversation anymore is done because the Mayor and the city managers deemed it essential or is it not essential or is it not enough money I'm kind of that question is I feel like it's a fair question to for the permanent question is it about the money or is it about the is it valuable to the city so where are we now are we just because they made that letter the city the council no longer gets to vote on this it's just because they said it and so they said it's essential so the council no longer votes on it is that what it is Mr. Yntema

Hess Yntema: Mr. Mayor madam counselor no the council absolutely still votes so there's kind of three things going on at the same time which is what makes this a little goofy so the first is this would be a real property transaction and as you recall we have been dinged repeatedly for not doing it not keeping it kosher so the in the in 2403 what the council did was it delegated its fact finding to the manager and the Mayor well and the Mayor sort of had his own independentness the executive and the manager is the highest ranking official that serves at will to you so they came up with that determination and now that is presented to the governing body which gets us to the case if the council had determined that it's not essential like for what we have in our next item you guys then vote and say because this is a vacation one is it in the public interest two do we think it's a fair value so you vote anyway so because you were the governing body but if you were to vote against the if you were to vote to sell the property it would be in violation of your own ordinance about the procedure to follow so you can always vote to violate your procedure I don't recommend that as your effort

Councilor Arnold: what

Hess Yntema: okay so yes I know that sounds goofy council

Councilor Moore: it does because then why are we why are we here as we would be voting against if we felt and we voted against the policy because we just now hearing that policy so it's just strange to put those people in this position and we're just they're just now hearing they're just now hearing the policy and we're just now hearing the policy

Hess Yntema: oh so I could the determination so that I can get more background on so the applicant was told months ago that the Mayor and manager had to review this and that in reviewing it an appraisal would also be necessary because this was a property transaction why were we involved in the

Councilor Moore: why didn't somebody from the city get to be involved in that appraisal is that just the way it's done

Hess Yntema: yeah and so it's the applicant's burden and so typically the city doesn't pay for

Councilor Moore: understand otherwise we would have those 80% 80% discount questions because somebody from the city would have been there but I understand and why they get 80% off of something that don't belong to them but okay go ahead

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Hess Yntema: no and that's the reason why I stated earlier that the it's the applicant's job to bring the evidence here so if they didn't bring somebody to defend that appraisal and counselors can't ask about it right where

Councilor Moore: we can't we don't have nobody to back up or answer those questions so that's not a fair appraisal to me because we don't get to answer question sorry okay go ahead I'm sorry

Hess Yntema: yeah no and so that's the if So let's say just to walk you through how this could have gone if the Mayor manager determined that there was not a municipal purpose then you guys would have to determine whether it's a public benefit to get rid of it anyway so there's a difference between public benefit and municipal purpose um legally speaking and then the second part is you would say okay it is a public benefit what's the price so and so the council would be determining the amount at that point so the council could you're because of the way council procedures work you guys can vote against what the Mayor and manager said but you would be violating your own ordinance to do it okay

Mayor Jennings: you know just one thing I cuz I'm obviously I'm the villain but it's fine I just when I looked at when I looked at this appraisal and it came from California and I had some questions upon it and I looked and I looked if you look on page 5 258 the value of as is value of the land conclusion value per square foot okay and indicated value if you lose the indicated value at 575 u square foot they had 582 but okay if it was 575 this value and actually square foot on the square foot basis it was 2 582 but so if you look at that in the value here it was $230,000 and it went down to 14 that is about 5% that piece of property that street went from a value of $230,000 to $14,000 which is 5% of the value of that of this property that we're talking about

Councilor Moore: so where did the 200 come from where did it go well they were Where did it come from where did it start the 230B that's where that was what the appraisal started at that's where the appraisal said the value it's the road and the alleys the road so that 230 is that road and the two alleys that they're trying to they want us to vacate that was $230,000 for the Yeah correct as his land value page 258 no I saw the number I just wanted to make sure that I wasn't losing my mind that that you go from 230 to 414 I thought that was something that they decided that just for the sidewalk so that's what the value of this paper is from the guy from California that thought it was served by Central Valley Electric I mean that it's been a while since Central Valley Elect's never been over there that's the other thing

Councilor Heldenbrand: Mr. Mayor to point out what Councilor Corn was saying in their cover letter they refer to 39,535 ft but then they get down the properties known as 35,535 ft and in their own in their own language they tell you they have a quality control review and so without local knowledge what councilor Korn says they think we're still on Central Valley Electric Co-op I question what their quality control review is because right on the front page question all they don't they don't have the right they contradict themselves

Mayor Jennings: and you know I'm so

Councilor Heldenbrand: thank you Mr. Mayor

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Mayor Jennings: I don't think about this I'm just saying streets and easements and all that is to the people who are accompanied to using them they're invaluable and when all of a sudden you can't go down some way that is something that's been a long-established practice and I think that to me has a value but I don't think that I can see looking at the appraiser going from 230,000 whatever it was dollars to 14 6% or 5% what it is but you know that's to me that's I had enough you know I've been accused of everything in the world I've had enough

Councilor Halvorson: I call the question

Councilor Heldenbrand: one thing to ask Mr. Hicks

Mr. Hicks: sir

Councilor Heldenbrand: when you talk about your existing traffic conditions you said that there were 251 vehicles per day

Mr. Hicks: that was the average weekday every average weekday use of

Councilor Heldenbrand: and then on the weekend you said it went to 170 117 vehicles that's correct which tells me the weekend usage is 46% of the weekly rate so how does that explain to me how that becomes this becomes non- essential because I when I went and asked the question last time of Mr. Najar which wasn't the information was not in our packet but explain to me why 117 vehicles is not essential um

Mr. Hicks: well I'm not saying it's not essential or essential I'm just saying that that's what the counter is recording

Councilor Heldenbrand: right but you're saying you're saying then the road is not essential because there's 117 vehicles on the weekend that go down that road

Mr. Hicks: yeah that average was for Saturday and Sunday and Ford is open on Saturday

Councilor Heldenbrand: the service department is not open all day on Sunday

Mr. Hicks: yeah but Ford is open on Saturday so they still sales office is open they still have business there yes yeah

Councilor Heldenbrand: let's get the facts right they're open

Mr. Hicks: so some of the folks are still using that that go to Ford and work at Ford

Councilor Heldenbrand: right all I'm trying to say is you're saying in here 117 vehicles you didn't say whether it was Saturday you didn't say it was Sunday

Mr. Hicks Oh it's on there it's in there

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Councilor Heldenbrand: it says 24 hour average dropped to 117 vehicles per day right for over the weekend

Mr. Hicks: right that's what you're saying that was Saturday and Sunday history

Councilor Heldenbrand: and that's my question I'm trying to get their facts and you're telling me your facts aren't right
Mr. Hicks: no those are the facts yes sir okay

Councilor Heldenbrand: cuz that's what we're supposed to hear are facts

Mr. Hicks: right it just drops off during the weekend as opposed to the weekend

Councilor Heldenbrand: so tell me why

Mr. Hicks: less deliveries those kinds of things

Councilor Heldenbrand: tell me why 117 vehicles using that street non business time is makes that road non- essential that's what I'm trying to get to

Mr. Hicks: I would look at Sunday if you want to look at Sunday there was 39 cars going east all day the summary of your report 2318 it's in there

Councilor Heldenbrand: you should have said that in your in your existing traffic condition report

Mr. Hicks: it's in there

Councilor Heldenbrand: but it's not there

Mr. Hicks: okay well I'm just trying to say that the vehicle count per day is very small on 9th street compared to the other streets that we were talking about

Councilor Heldenbrand: if you put that in there I could I can get a better understanding of that

Councilor Halvorson: Mr. Mayor I move that we maintain the street

Mayor Jennings: well I have to make a motion well we still we can still have she had made a motion we can accept that and still have discussion we have

Hess Yntema: I'm sorry Mr. Mayor so the councilor did call the question properly attached a motion to it so you have to vote on whether to accept the question accept the question and that that requires seven

Mayor Jennings: it requires seven people to pass the motion

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Hess Yntema: to call the So first you call the question and then the motion question and then and she presented the question that would be called because the only motion right now was to have a public hearing so now the motion presented is to call the question and the question is to maintain the street as is

Mayor Jennings: okay we have a motion by council lady Halvorson

Councilor Cavin: so if we pass this is councilor Cortez still going to be able to ask his question before we vote

Hess Yntema: no but sorry the problem is calling the question takes precedence over all other

Councilor Cavin: That's I'm just listening to the Mayor saying I'm sorry

Councilor Heldenbrand: he had asked to vote or ask for prior

Mayor Jennings: Councilor Cortez

Councilor Cortez: I guess I have some procedural questions real quick for I guess for Chad or Mr. Yntema so I really am a little frustrated with this apparent fake complement where we have to vote against our own ordinance it seems like something we should not have to do but prior to sale exchange or donation of real property along the city such real property shall be determined to be not essential what is the threshold for not essential is it 12% is it 15% what is the threshold that we are using for not essential because apparently 12% if we were considering the traffic study in this whole that's the interpretation that I have to go with is that we've decided that 12% non use if that's the real number which we don't you know I think you know in your letter that that's self-reported so that you know so we don't know and you note in your letter that too Mr. manager that we're saying 12% we also it's a little contradictory because we're also saying that the employees are also member of the public as are the customers so we run out 12% which means 88% is for let's just accept that number which we're just going to accept it on faith right now we don't know if it's real but 88% of that traffic count times 52 a week is quite a few number it's a big number compared to 12% so I guess I have some grief with my question is how do we determine essential I don't know how if how we can be at this phase if the Mayor the ordinance says the Mayor and the city manager have to make that determination and we haven't or you have you've made that you made a determination that's essential so therefore you're asking us to vote against our own ordinance or potentially we've agreed to vote against our ordinance because we city councilors um I also go to 220 which is the appraisal it says that if it were to be made we do have a it does say in our ordinance that and I guess we're saying we don't want it to be appraised it does say ordinance that this the Mayor the city shall cause the appraisal so it just seems a little the ordinance seems a little bit inconsistent and that's concerning to me so I guess I guess my question is what is the because we obviously vacate right of ways and we're obviously going to be in a position where we vacate right of ways we have this municipal this museum or this not museum the railroad district redevelopment which we're trying to encourage so our ordinance says we should encourage development and commercial development in our railroad district so you know which is it and when because I think for the public and the people in our community that are trying to do project

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work it's helpful for them to know these thresholds and that's it what is the threshold is it a moving target what can they rely on before they even go to these things and that's what I want to know what is the session and what's the motion to do it

Hess Yntema: so Mr. Councilor Cortez has So as the guy who drafted the ordinance this language is actually picked up from Albuquerque and has been workable since the 1980s the core of essential and you're going to hate this answer is case by case now where this process in particular went sideways was at P&Z so P&Z did not alert the applicant to the ordinance until the day before their initial hearing now that said ignorance of the law is no excuse and an applicant always carries the burden but what should have happened is what happened with the Amazon deal that we have coming up next which is Amazon contacts the city says "We're interested in acquiring property of yours how do we do this?" So we would typically then say "Well is this what is the property let us look at it." and we then say "Oh we use this or we don't." So in Amazon's case it was a piece of property from 1988 that's been followed since then and we've been actually trying to unload it for as long as I've been alive effectively now so that so first they would have come in and said "We will so we come to this is a street how does vacation work?" Okay well first the Mayor and the manager should start the proceeding would say whether or not the city actually uses it and if we don't use it we would then proceed with a appraisal so when it says shall cause that doesn't mean the city shall pay it just means the city shall make sure that it occurs so generally speaking it's and then the second part too is that the actual declaration of non-essentialness is still made by the council so and what's not written in here but is kind of an underlying principle of law is that if there's manifest error made by the Mayor and manager say for deeply personal reasons like well like the guy who was the applicant killed somebody's child in a car accident years before so the manager holds it up then the council can overrule it but they'd have to make findings about that all right but yes so I'm sorry I can't give a more satisfactory answer but generally speaking you've been here long enough to see that we've done a number of trans real property transactions and they go smoothly in this one the applicant or the requester simply didn't give us information until this week right

Councilor Cortez: and we gave him a determination this week

Hess Yntema: we turned around a determination a lot quicker than we normally do because there was a hearing

Councilor Cortez: well I appreciate it but it's just hard to sit here and hear that we welcome to vote against it but that we'd be violating our ordinance

Hess Yntema: again we ask our hosts to

Councilor Cortez: the ordinances of our of our community so that's it's a little tough position to be in here so that's it thank you Mr. Mayor thank you Hess I appreciate you

Councilor Cavin: Mr. question mr kevin Mr. counselor is this is this something that that we can table I get two questions so can we table this so we can have better information on making the decision here I realize we're going against our ordinance but can this be tabled by the city council until next month

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Hess Yntema: so the and this is something that I unfortunately hadn't thought about when writing this code up for you guys it's the and so this has to be treated like a plat according to the subdivision code and so the termination has to be presented to the council and the council shall rule unless there's one extension the applicant's entitled to one extension so the by the rule we should be voting tonight or you should be voting tonight now that said that in while there's always a question of enforceability so you should I encourage you to follow your own rules as they're written in the ordinances but there's not exactly mechanisms to stop you from taking another month

Councilor Cavin: well I would agree with you and so the second the second point and it goes back to what councilor Moore was saying okay we sat here tonight and heard that there was a willingness to trade property for this or that it could have been bought but at this particular stage we're looking at this as it is an essential street so now we have a conundrum in front of us that I hope that doesn't open us to some type of lawsuit where we're having to deal with it in court because we've gone from trading or buying to it's essential and so we're not going to let you have it so that's a real concern for me from a legal standpoint

Hess Yntema: sure and I Mr. Mayor Counselor I won't say never say never but there there's two underlying principles so the first one is the Mayor and manager couldn't have made a determination well the deter the default determination of law is to preserve a street full stop and so the applicant has to make this showing and the applicant asked for another month to make the showing to the Mayor and manager they produced a study the study did not the well the communication speaks for itself so and then the second part is the you know the city engineer had mentioned that this is quasi-judicial that's not quite correct vacating easements is typically considered a legislative function and the courts do not disturb it again unless you get into this manifest injustice thing

Councilor Cavin: thank you I'm sorry Mr. Mayor

Mayor Jennings: and if you have any questions about why I brought up some other things I knew there were problems down there in that other property down there down on the river there were a lot of problems down there when the bird sanctuary and all that stuff and I was just wondering if was there something when you're getting $10,000 is for something that was worth $230,000 correct you know all I'm saying is was there some other piece of property that we would be of more beneficial use to the citizens of Roswell to make it worthwhile for the benefits to the citizens of this town be worth closing that street I wasn't looking for necessarily a dollar to dollar trade I'll never do that again with them um but I I'm just saying I was just looking for a way to solve other issues that we have in our community that have been involved with the individual who was here presenting this and was quite was quite a show back then

Councilor Halvorson: I have a motion on the table can I modify it looking to turn it to a one-way street

Hess Yntema: Councilor Halvorson I think that or does that even matter for this yeah it doesn't matter for it's it wasn't posted so it' be an OMA issue but I think engineering and legal are both on the same team on this one and we'll make sure that that's in

DRAFT

Councilor Halvorson: my motion was to maintain the street and not vacate it

Mayor Jennings: okay we have council lady Halvorson

Councilor Moore: so if we don't know one second it then you can change

Councilor Corn: to pay that recall for the question I can't believe it

Mayor Jennings: well I know what you've been gone we're just leaving Mr. g motion by Council Lady Halverson is there second it's Council Lady Halverson's motion to vote on not vacating the street is there a second

Councilor Heldenbrand: if we do not second does this just die on its own

Hess Yntema: yes the whole project yeah is it

Mayor Jennings: all right is there a second to the motion is there a second to the motion is there a second to the motion the motion dies for lack of a session so this item is gone

Councilor Halvorson: does he have to wait six months

Hess Yntema: again that that's in the governing resolution so if the governing body chooses five more than six votes to do something differently they can

Mayor Jennings: okay case number 23 is has not been granted okay next we have approval of the following appointments under new business.

FOR THE RECORD: Councilor Arnold left the meeting at 7:11 pm and returned at 7:14 pm
FOR THE RECORD: Councilor Marrujo left the meeting at 7:26 pm and returned at 7:28 pm
FOR THE RECORD: Councilor Cavin left the meeting at 8:05 pm and returned at 8:07 pm

MOTION: Councilor Halvorson mase a motion Request Vacation of East 9th Street 60' wide Public Right-of-Way (ROW) from N Main Street to N Virginia Avenue; and vacate adjacent north & south alleys from 8th St to south of 10th St from Public Rights-of-Way and convert to 25' Public Utility and Reciprocal Access Easements for Infill Development in the C-2 Community Commercial & I-1 Light Industrial Zoning Districts. No Second.

Motion died for a lack of a second.

Appeal Hearing(s)

NEW BUSINESS / REGULAR ITEMS

24. Approval of the following appointment as recommended by Mayor Jennings Deputy City Clerk, Angela Garcia.

DRAFT

BACKGROUND: Deputy clerks. There shall be a deputy city clerk who may exercise the powers and duties granted by the city clerk in the absence or disability of the city clerk and as assigned by the city clerk. The deputy city clerk shall be recommended by the city clerk through the mayor's nomination for approval by the governing body. Pursuant to Chapter 2 of the Roswell Code and NMSA § 3-13-1(b).

MOTION: Councilor Halvorson made a motion to approve the appointment as recommended by Mayor Jennings for Deputy City Clerk, Angela Garcia. Councilor Marrujo was the second.

VOTE: A voice vote was unanimous motion passed, 10-0.

25. Consider approval of Mayor Jennings' recommendation of appointments to the Airport Advisory Commission is as follows: Position 1: Carolyn "Carrie" Hollifield (1st term May 9, 2025 - March 31, 2027) Position 3: Mike Espiritu (renewal) Position 5: Dr. Shawn Powell (renewal) ***Item was moved to the consent agenda at the approval of the agenda.***

Ordinance(s)

26. Ordinance 25-03: authorize to advertise for a public hearing recommending 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. Todd Verciglio presented this item.

BACKGROUND: The property is situated at the corner of South Sunset Avenue and Monksdale Road in Roswell, Chaves County, New Mexico. The total purchase price for the property is $60,240.00. This property was independently appraised at $60,240.00 for 7.53 acres. The City Attorney has reviewed the Purchase and Sale Contract from Amazon.com Services LLC.

MOTION: Councilor Heldenbrand made a motion to authorize advertising for a public hearing recommending 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. Councilor Cavin was the second.

ROLL CALL VOTE:	Councilor Cortez	yes
	Councilor Corn	yes
	Councilor Oropesa	yes
	Councilor Cavin	yes
	Councilor Moore	yes
	Councilor Marrujo, Jr.,	yes
	Councilor Johnson	yes
	Councilor Arnold	yes
	Councilor Halvorson	yes
	Councilor Heldenbrand	yes

Motion passed: 10-0

CITY MANAGER REPORTS/ANNOUNCEMENTS (Informational Only)

[Signatures Follow on Next Page]

ADJOURNMENT

Meeting adjourned at 8:53 p.m.

Approved on this 10th day of July 2025.

(City Seal)

_____
Timothy Z. Jennings, Mayor

_____
Amalia Martinez, City Clerk

DRAFT

5-8-2025

COMMUNICATION

To: Full City Council
From: Timothy Z. Jennings, Mayor
Chad Cole, City Manager
RE: Vacation of 9th St.

Esteemed Members of the City Council,

This communication is sent to you pursuant to Ordinance 24-03. The Mayor and City Manager determine and concur that the land petitioned for vacation in CASE VAC-25-0007 ***still has a*** municipal purpose and public use. Hundreds of cars travel this road daily and a significant percent of those travelers are unrelated to the Petitioner's business. We note that GRT for auto sales in their entirety are sent to Santa Fe, not the City of Roswell. Furthermore, the Petitioner touted financial tax gains to the City from this new construction. We are not moved by the argument because, as the Petitioner admits, improvements *must* occur as a condition of the property being a Ford dealership. In other words, granting Petitioner the vacation of a regularly used city street off of Roswell's largest arterial street *would simply make the project more lucrative for Petitioner.* As the leading treatise on municipal law notes, the "primary purpose of streets is use for travel by the public, and this refers not alone to adjacent property owners…but to the whole people. ***The right of the public to the use of them is paramount to that of the abutting owner, or to that of any individual or corporation, no matter what may be the use which he or it desires to make of the street.***" 11 McQuillin Mun. Corp. § 30:142 (3d ed.).

1. Background.

Petitioner, Roswell Property Management Group F2, seeks to vacate slightly less than one acre of land - 9th street between Main and Virginia, two major Roswell thoroughfares, and the ally between Main and Virginia between 10th and 8th streets. In support of their petition, Petitioner initially provided a preliminary plat, drawings produced by Smith Engineering, and letters stating no opposition from private utility providers. At the Planning and Zoning Commission a letter was presented by the City Engineer. No traffic study was provided. Petitioner, despite being informed of Ordinance 24-03, had neither contacted the Mayor and Manager's offices for a no-public use determination or produced any appraisal for the property prior to the public hearing conducted April 10, 2025. The hearing was continued at Petitioner's request. This week, Petitioner produced a traffic study and appraisal of the property. We have considered all testimony and documents provided by the Petitioner in making this determination.

2. Legal Background.

"Virtually every United States jurisdiction recognizes that "[o]nce a highway always a highway is an ancient maxim of the common law." *Malloy v. Reyes*, 61 V.I. 163, 176–77 (2014). An existing road is "presumed to exist as a public highway until it is discontinued. Discontinuance is a fact that must be proved and the burden is upon the party who asserts discontinuance to prove it by clear and satisfactory evidence." *Town of Goshen v. Casagrande*, 170 N.H. 548, 551, 178 A.3d 1252, 1254 (2018). Vacations of highways are not favored, and the presumption will always be in favor of their continuance." 11 McQuillin Mun. Corp. § 30:172 (3d ed.) "Because there was a prohibition against vacation of a public road at common law, statutes authorizing such a vacation are in derogation of the common law and therefore must be strictly construed." *Barry v. The D.M. Drennen & Emma Houston Drennen & Drennen Mem'l Tr. of Saint Mary's Church,* 982 So. 2d 478, 482 (Ala. 2007). *See also Albuquerque Hilton Inn v. Haley*, 1977-NMSC-051, ¶ 7, 90 N.M. 510, 512, 565 P.2d 1027, 1029 (As a general rule, statutes in derogation of the common law are to be strictly construed.) "Vacation can be effected only by a substantial observance of all mandatory legal requirements," 11 McQuillin Mun. Corp. § 30:186 (3d ed.). "If it appears that the vacation is a mere attempt to alienate or otherwise dispose of the public right and interest for a private use the courts will protect the public right." 11 McQuillin Mun. Corp. § 30:178 (3d ed.).

The City *may* "lay out, establish, open, vacate, alter, repair, widen, extend, grade, pave or otherwise improve streets, §3-49-1." Additionally, per NMSA 1978, §3-12-3(A), the City of Roswell governing body has the authority to:

> (7) adopt rules and regulations necessary to effect the powers granted municipalities;
> (9) prescribe the powers and duties of those officers whose terms of office or powers and duties are not defined by law, and impose additional powers and duties upon those officers whose powers and duties are prescribed by law.

In exercising its authority under these provisions, and because of a special audit that made multiple negative finding about the City's past real property transactions, the Governing Body enacted Ordinance 24-03. Pertinent to this case, Ord. 24-03 requires that prior to a real property transaction, the Mayor and Manager must both concur that the property in question is not essential for any municipal purpose. Ord. 24-03 § 2-201. Additionally, an appraisal is required (also required under state law) so that the governing body has a floor from which to operate in negotiations, if necessary. Ord. 24-03 §2-202. Following the approval of the transaction, "the owners of lots on the vacated plat or on the portion of the plat being vacated may enclose in equal proportions the adjoining streets and alleys which are authorized." NMSA 1978, § 3-20-12.

Private parties may bring cases to request a vacation under §67-2-7 when a "street…is no longer needed for public purposes." The private party may then request the "political subdivision

thereof for a formal determination of abandonment or vacation." *Id.* Ord. 24-03 and Roswell City Code Appendix B, Article 2, §4 concurrently provide for standards and procedures for this request. "The benefit may be either in relieving the public from the charge of maintaining a street or highway ***that is no longer useful or convenient to the public***, or by laying out a new street or road in its place which will be more useful and convenient to the public in general" *Dunlap v. Tift*, 209 Ga. 201, 209, 71 S.E.2d 237, 242 (1952). "To abandon a public road, the city must find that it is no longer necessary, i.e., there is no present or future use for the road, and that the abandonment is in the public interest." *Citizens Against Gated Enclaves v. Whitley Heights Civic Assn.*, 23 Cal. App. 4th 812, 820, 28 Cal. Rptr. 2d 451, 455 (1994).
As described below, the road is still useful to the public.

3. Analysis

Per the Petitioner's traffic study at page 4, for the portion of 9th street in question, "the average weekday 24-hr count was 251 vehicles per day (vpd), with 114 vpd traveling west-bound and 137 vpd traveling east-bound. The 24-hr average dropped to 117 vpd (two-way) over the weekend." This was compared to a 2024 NMDOT study that found " 382 vpd traveling E. 8th St. between N. Main St. and N. Virginia Ave." This suggests that traffic on 9th street is 66% that of the 8th street. In and of itself, 9th St. being utilized one third less than 8th does not establish a lack of public use. No other minor streets were cited or analyzed in the Petitioner's study. However, such data could have easily been included. It is in face radially available to the to the public at: https://nmdot.public.ms2soft.com/tcds/tsearch.asp?loc=Nmdot. That the traffic study omitted any other street data is telling. This could be because 9th street's use is simply not that far from the ordinary non-artery streets in Roswell for which we have data.

NMDOT studies are generally done for major streets, so it reasonably follows that the vast majority of roads surveyed are above 1000 vpd. Nevertheless, per NMDOT data many streets in Roswell have similar traffic to the portion of 9th street in question. For example 3rd St, between Washington and Missouri, a road only a block from Washington Elementary School, registered 291 vpd. East Alameda at Stanton was a meager 91 vpd. Lower yet, Kentucky and W. Bland registered at 86 vpd. In the south of town, we see other small numbers. The corner of E Martin and Gail Harris, a road next to Sidney Gutierrez Elementary and catty-corner to ENMU-R health services center, had 488 vpd. University Blvd, at Walker, five blocks north of ENMU-R's admin building was 248 vpd. Taken within the broader context, the traffic that goes over 9th St. is not unusual or out of place to establish that it is no longer being reasonably used by the public. To say otherwise would be to open up perhaps a majority of minor roads in Roswell to vacation for lack of public use.

Petitioner's study also notes that, *according to numbers supplied exclusively by the petitioner*, 88% of the traffic on 9th St. is attributable to their own operations. This overlooks two facts. 1. Petitioner's employees and customers are in fact members of the public, and 2. 12% of

the use is still there. "The 'Public use' that must be considered is broader and more inclusive than the mere use by abutting property owners. Streets are dedicated to the public use." *Yarrow First Assocs. v. Town of Clyde Hill,* 66 Wash. 2d 371, 375, 403 P.2d 49, 53 (1965).

Finally, we touch on one other issue. The City Engineer noted that there is a savings to be had by not maintaining this street. We simply cannot accept that logic. Carried to its rational end, it would be proper to close every street in Roswell as they all come with costs to the City. The appropriate approach would be to compare maintenance cost against use relative to similarly situated streets, but that is something that is not presented by the Petitioner or contemplated by the Engineer. Given the street numbers above and the applicant's materials, there is no reason to think that maintenance of 9th St. is more expensive than any of the other streets that have similar or fewer vpd counts.

Based on the all the material provided by the Petitioner, we cannot in good conscience find that there is no existing municipal use. To determine otherwise would leave open a significant number of city streets to abandonment or vacation. "A street or alley cannot be vacated for a private use, i.e., for the purpose of devoting it to the exclusive use and benefit of a private person or corporation, but it may only be vacated to promote the public welfare. 11 McQuillin Mun. Corp. § 30:177 (3d ed.).

Regular City Council Meeting
Meeting Date: 07/10/2025
COMMITTEE: N/A
CHAIR: N/A
CONTACT: Amalia Martinez

Summary:
Approval of the minutes from the Special City Council meeting on May 13, 2025. (Halvorson/Martinez)

Attachments
DRAFT Special CC Minutes May 13, 2025

Special Meeting of the Roswell City Council
Large Conference Room – City Hall
Thursday, May 13, 2025 at 3:00 p.m.

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

The meeting reconvened at 4:11 p.m. with Mayor Jennings presiding. This meeting was held after the Public Safety Committee meeting.

ROLL CALL:		
	Darrell Johnson	Absent
	Ed Heldenbrand	Present
	Will Cavin	Present
	Juliana Halvorson	Absent
	Cristina Arnold	Present
	Angela Moore	Absent
	Juan Oropesa	Present
	Christopher Cortez	Absent
	Robert Corn	Present
	Carlos Marrujo, Jr.	Present

APPROVAL OF THE AGENDA
Approval of Agenda - approve the agenda for May 13, 2025, Special City Council Meeting.

MOTION: Councilor Cavin made a motion to approve the agenda for the Special City Council meeting agenda for May 13, 2025. Councilor Heldenbrand was the second.

ROLL CALL VOTE:

Ed Heldenbrand	Present
Will Cavin	Present
Cristina Arnold	Present
Juan Oropesa	Present
Robert Corn	Present
Carlos Marrujo, Jr.	Present

Motion passed: 6-0 with Councilors Johnson, Halvorson, Moore, and Cortez being absent.

1. Able City consultants will give council members an update on the Comprehensive Master Plan and its progress, as well as give council members the opportunity to provide input. Jessica Vickers presented this item.

BACKGROUND: Comprehensive Plan Public Input Charrette. A community-driven vision, goals, maps, and policy guide for Roswell's future – guiding growth, development, and quality of life for present and future generations. Plan consultants, Able City, are to speak to the

DRAFT

council. The consultants are Claudia Gomez, Carlos Gallinar, Bobby Gonzales, and Breana Lucero.

MOTION: No action was taken for information only.

FOR THE RECORD: Councilor Juliana arrived at 3:54 pm.

ADJOURNMENT

Meeting adjourned at 4:11 p.m.

Approved on this 10th day of July 2025.

(City Seal)

_____
Timothy Z. Jennings, Mayor

_____
Amalia Martinez, City Clerk

DRAFT

Regular City Council Meeting
Meeting Date: 07/10/2025
COMMITTEE: N/A
CHAIR: N/A
CONTACT: Amalia Martinez

Summary:
Approval of the minutes from the Special City Council meeting on May 28, 2025. (Halvorson/Martinez)

Regular City Council Meeting
Meeting Date: 07/10/2025
COMMITTEE: N/A
CHAIR: N/A
CONTACT: Amalia Martinez

Summary:
Approval of the minutes from the Special City Council meeting on May 30, 2025, continued from May 28, 2025. (Halvorson/Martinez)

Regular City Council Meeting
Meeting Date: 07/10/2025
COMMITTEE: N/A
CHAIR: N/A
CONTACT: Amalia Martinez

Summary:
Approval of the minutes from the Regular City Council meeting on June 12, 2025.
(Halvorson/Martinez)

Attachments

DRAFT CC Minutes June 12, 2025

Roswell City Council
Chaves County Administrative Center
Commission Chambers - #1 St. Mary's Place
Thursday, June 12, 2025 at 6:00 p.m.

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

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

ROLL CALL:

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

Councilor Marrujo led in prayer, and Councilor Moore led in the Pledge of Allegiance.

APPROVAL OF THE AGENDA
1. Approval of agenda - approve the agenda for the June 12, 2025, Regular City Council Meeting.

ROLL CALL:

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

MOTION: Councilor Halvorson made a motion to approve the agenda for the June 12, 2025, Regular City Council Meeting with the following changes:

- Move item #25 to the consent agenda: the appointment of Brandi Candelaria and Curt Harrison to the Commission on Aging Committee.
- On page 148 under "Boards and Committee Action" change the name Heldenbrand to Corn

DRAFT

- Pull item #5 off the consent Agenda and place it before item #24
- Pull item #7 off the agenda, it is a duplicate of item #8
- Pull item # 19, Recognition of Adrianne Vigil, to be placed on the July agenda.

Councilor Johnson was the second.

ROLL CALL VOTE:	Councilor Halvorson	Yes
	Councilor Oropesa	Yes
	Councilor Moore	Yes
	Councilor Corn	Yes
	Councilor Cortez	Yes
	Councilor Heldenbrand	Yes
	Councilor Arnold	Yes
	Councilor Johnson	Yes
	Councilor Marrujo, Jr.	Yes

Motion passed: 9-0, with Councilor Cavin being absent.

APPROVAL OF THE CONSENT AGENDA

2. Approval of consent agenda - approve the consent agenda as amended for June 12, 2025, Regular City Council Meeting.

MOTION: Councilor Halvorson made a motion to approve the consent agenda for the June 12, 2025, Regular City Council Meeting.

Councilor Marrujo was the second.

ROLL CALL VOTE:	Councilor Halvorson	Yes
	Councilor Oropesa	Yes
	Councilor Moore	Yes
	Councilor Corn	Yes
	Councilor Cortez	Yes
	Councilor Heldenbrand	Yes
	Councilor Arnold	Yes
	Councilor Johnson	Yes
	Councilor Marrujo, Jr.	Yes

Motion passed: 9-0, with Councilor Cavin being absent.

CONSENT ITEMS

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

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3. Approval of a change order in the amount of $587,490.47 to increase PO 22501825 for ITB25-002 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.

4. Approval for Roswell Air Center 5-Year Capital Improvement Plan.

6. Recommend approval of the City of Roswell Transit's new proposed fare structure #1.

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.

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. *Item was pull off the agenda it is a duplicate of item #7.*

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.

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

11. Resolution 25-26: Condemnations - The adoption of Resolution 25-26 requires the removal or demolition of two dilapidated structures.

12. Resolution 25-27: Fees Charged at Nancy Lopez Spring River Golf Course.

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.

14. RFP-25-007: Scope of Work for Veterinary Services. Approval of the award recommendation for RFP-25-007.

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)

DRAFT

19. Recognition of Adrianne Vigil (Girl Scout Troop 18044) Proper Disposal of the New Mexico State Flag - NM House Bill 468 (Diane Taylor) – *The item was pulled and will be heard at the July City Council meeting.*

City Manager Chad Cole presented a challenge to GM Motors and Chevrolet-not on the agenda Manager Report.

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

21. MainStreet Roswell Annual Report FY2025 - Presentation by Executive Director, Barbara Gomez

22. Employee Out-of-state Travel

PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS
In order to speak you must sign up prior to the Council Meeting. – No one signed-up to speak.

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. Todd Verciglio presented this item.

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

MOTION: Councilor Heldenbrand made a motion to 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. Councilor Halvorson was the second.

Those in favor – Humberto Quintana with Amazon
Those opposed - none

ROLL CALL VOTE:	Councilor Halvorson	Yes
	Councilor Oropesa	Yes
	Councilor Moore	Yes
	Councilor Corn	Yes
	Councilor Cortez	Yes
	Councilor Heldenbrand	Yes
	Councilor Arnold	Yes
	Councilor Johnson	Yes
	Councilor Marrujo, Jr.	Yes

DRAFT

Ordinance 25-01 was enacted 9-0, with Councilor Cavin being absent.

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. -Terri Best discussed the item.

BACKGROUND: 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.

MOTION: Councilor Corn made a motion Authorization for ratification of PO 22501835-03. Councilor Arnold was the second.

Councilor Oropesa had question on the dispatch report. The report was created by HR Department. Council0r Oropesa reviewed a contract with Rescue 911 for temporary dispatch staffing and addressed ongoing recruitment and retention challenges. They have 23 total positions; 12 are dispatcher roles. Currently 3 dispatcher vacancies. 5 new recruits hired but require 9 months of training before they can begin work. Contract Details: Temporary staffing through Rescue 911 to cover while recruits are rained. $264,000 contract for 6 months (5 contractors, 960 hours). Contractors paid $55/hr; $82/hr for overtime/holidays. Contract billed based on weekly timesheets. Contractors earn more than full-time staff, creating morale concerns. Reliance on outside help viewed by some as a step toward privatization. High turnover and low retention due to non-competitive salaries and strict background checks. Request to extend contract another 6 months into FY2026. Launching a high school training pipeline to build interest and certification early. Reviewing salary structures to compete with surrounding counties (e.g., Eddy County). Support for staff but push to improve pay and reduce reliance on contractors. Suggested using emergency tax revenue for salary increases across departments.

ROLL CALL VOTE:	Councilor Halvorson	Yes
	Councilor Oropesa	Yes
	Councilor Moore	Yes
	Councilor Corn	Yes
	Councilor Cortez	Yes
	Councilor Heldenbrand	Yes
	Councilor Arnold	Yes
	Councilor Johnson	Yes
	Councilor Marrujo, Jr.	Yes

Motion passed: 9-0, with Councilor Cavin being absent.

NEW BUSINESS / REGULAR ITEMS EW 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. James MacCornack presented this item.

BACKGROUND: 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. Funding is per Water Trust Board Grant WPF-5949. Balance available is $8,551,262. Water trust board agreement is 87% grant, 13% loan.

MOTION: Councilor Corn made a motion to approve the award of the Hobson Flood Mitigation Project to Constructors Inc**.** Councilor Johnson was the second.

ROLL CALL VOTE:	Councilor Halvorson	Yes
	Councilor Oropesa	Yes
	Councilor Moore	Yes
	Councilor Corn	No
	Councilor Cortez	Yes
	Councilor Heldenbrand	Yes
	Councilor Arnold	Yes
	Councilor Johnson	Yes
	Councilor Marrujo, Jr.	No

Motion passed: 7-2, with Councilor Corn and Councilor Marrujo voting no, and Councilor Cavin being absent.

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 and Curt Harrison - Position 6 - 1st full term expiring March 31, 2026. *Item was moved to the consent agenda at the approval of the agenda.*

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. Hess Yntema presented this item.

MOTION: Councilor Heldenbrand made a motion to authorize advertising for a public hearing to consider proposed Ordinance 25-04: Amending Chapter 7 Regarding Mobile Food Establishments and Itinerant Vendors. Councilor Arnold was the second.

DRAFT

ROLL CALL VOTE:	Councilor Halvorson	Yes
	Councilor Oropesa	Yes
	Councilor Moore	Yes
	Councilor Corn	Yes
	Councilor Cortez	Yes
	Councilor Heldenbrand	Yes
	Councilor Arnold	Yes
	Councilor Johnson	Yes
	Councilor Marrujo, Jr.	Yes

Motion passed: 9-0, with Councilor Cavin being absent.

CITY MANAGER REPORTS/ANNOUNCEMENTS

City Council Update – Key Highlights FEMA Inspections & Recovery Projects: FEMA inspections are ongoing and will continue for 3 more weeks (e.g., Parks & Rec building inspected this week). The city is preparing to apply for 0% interest revolving loan funds through Senate Bill 31. Coordination ongoing with state homeland security and other impacted cities like Las Vegas and Mora. 2. Water Infrastructure Funding: The State Water Trust Board received $366 million. The city plans to request $10 million annually for critical water infrastructure upgrades. Priority projects are being identified by the water superintendent. 3. DeBremond Stadium Cleanup: Thanks to Roswell Independent School District (RISD) for sending 7 maintenance crews to remove debris after recent flooding. RISD is working with insurers to repair the sprinkler system and clear hazardous debris. The stadium is leased from the city for $1/year, with RISD responsible for maintenance. City is coordinating with RISD and NMMI to plan future use and scheduling at Wool Bowl Stadium. 4. City Maintenance Note: A public works issue was addressed regarding pump shutdown procedures; staff will receive training to avoid future errors.

ADJOURNMENT

Meeting adjourned at 7:51 p.m.

Approved on this 10th day of July 2025.

(City Seal)

_____
Timothy Z. Jennings, Mayor

_____
Amalia Martinez, City Clerk

DRAFT

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items (Information Items) 26.

Regular City Council Meeting
Meeting Date: 07/10/2025
COMMITTEE: Finance
CONTACT: Amalia Martinez **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Roswell-Chaves County EDC 4th Qtr Report

Attachments

RCCEDC FY25 Q4 Report

ROSWELL-CHAVES COUNTY
ECONOMIC DEVELOPMENT CORPORATION

June 16, 2025

Ms. Tommi Conyers
Special Event Coordinator
City of Roswell
425 N. Richardson Ave
Roswell, NM 88201

Dear Ms. Conyers,

Attached is our 4th quarter, FY25 report and invoice as per contract of economic development services. Included also is the report, a copy of the most current Profit and Loss Statement and the quarterly invoice.

Please advise if you have any questions. Thank you!

Sincerely,

Michael Espiritu, MEDP, IOM, STS
President and CEO

3 Attachments:

1. Quarterly Report
2. Profit and Loss Statement
3. Invoice for payment.

cc: Chad Cole, City Manager

ROSWELL-CHAVES COUNTY
ECONOMIC DEVELOPMENT CORPORATION

City of Roswell
Economic Development Report
Roswell-Chaves County Economic Development Corporation
April - June 2025

1. Brief description of recruitment efforts and growth of participation in EDC activities:
   A. National Championship Air Races (NCAR). Roswell, New Mexico will be the new host of the NCAR starting in the Fall 2025. This project is in full transition, with grandstands, racecourse and pylon placement in works, and numerous local and regional meetings. They are seeking numerous volunteers and sponsors. The Pylon Racing Seminar (PRS) occurred during the week of May 18-23, 2025, where all racers, crew and support staff, with about 200-300 visitors in Roswell during that time. Local hotels and lodgings are completely full with many regional city's lodgings also seeing impacts. We continue to support lodging challenges, volunteer solicitation, and assist in local staffing for RARA. They have secured a lease for offices at Penn Plaza and are still seeking a full-time employee.
   B. Project Quentin, a new aircraft museum project, is in progress outside the Air Center with a private company. The project is fully funded, and engineering is currently underway. Project is still underway.
   C. Project Horizon is a new project for a small distribution center. The land we had selected (city property), on the corner of Sunset and Monks dale Streets are being considered for a new build, is also the same property we completed Phase I Environmental, Archaeological, and Geo-technical studies to become a certified site. This is the new location for an Amazon "Last mile" delivery center. City's Legal Committee approved land sale, with the City Council approving a Public Hearing scheduled for their June 2025 meeting. Amazon will be in attendance for a presentation, and we anticipate full council approval for the land sale. Estimated construction to start with completion early Spring 2026. About 100-200 employees are projected with a capital investment of about $10 million.
   D. Project Hail, a manufacturing company, is moving forward to begin a large, advanced manufacturing center which could result in 800-2,000 new jobs. Land has been identified (rail-served) and is under negotiation. The NM Economic Department has been assisting with LEDA and JTIP applications. The company is also seeking to partner with Project Stream principles for new hangar development at the Roswell Air Center for two other aviation projects, which will create many more additional jobs.
   E. Project Show, a tourism and community development project has been in progress to consider the renovation of the former amphitheater owned by the New Mexico Military Institute. A committee has been formed, due diligence is in work, funding is being secured with cost estimates. A business plan is being created, and we may pursue once all positive due diligence is completed.
   F. Project Stream, an investment company for new hangar development. For the past several years, we have been working with this company to fund and develop new hangars for existing tenants and potential companies at the air center. Discussions are ongoing and have the potential to move forward by the end of this calendar year.

2. Profit and Loss Actuals vs Budget Financial Report as attached.

3. Educational opportunities provided to members and non-members.
   A. During the last quarter, the EDC coordinated a program of five seminars for Spring 2025.
   B. We identified and offered 3 online webinars for local businesses this past quarter.

4. Job Creation:
   A. We met with two companies for potential JTIP Awards applications.
   B. We continue to advocate and testify to the state's Jobs Training Incentive Program (JTIP) Board of Directors for training reimbursement funds in support of new jobs and incumbent worker training. Currently we are working with owners of Project Hail with a new application.
   C. Attended the MRO Americas tradeshow and conference meeting with aerospace companies.
   D. Attended the National Workforce Board annual conference on workforce development

5. Business Retention Report

   A. Over sixty local businesses were contacted and assisted through our Business Retention and Expansion (BRE) program during this period.

6. Industry Business Solicitation Report.

Code Name	Source	Submitted	Status	Description
Tech Tires	NM Partnership	12/11/2024	Active	The NM Partnership is working with an environmental tech company that is pursuing environmentally responsible ways to recycle tires. Using their plasma technology (proven chemical process existing in other plants) they can recycle tires with no emissions, heat, etc. Their equipment is modular and ready to deploy. Their main intake is field gases and are currently looking for a sites in NM in either NW NM or SE NM near midstream services. Main considerations for siting: sites near midstream facilities, access to ability to recruit talent, ability to do IRB. Some argon is needed on the front end of the process, but not other chemicals stored on site. Entire process is contained within the facility
Transportation Pilot Project	NM Partnership	12/6/2024	Active	The company is currently looking for fleets (preferably vans and light commercial vehicles – about 15-20 vehicles) that make frequent and divers trips and are partnering with those fleet operators in numerous states – including NM – that agree to temporarily install their cameras in vehicles. All installation costs are covered by the project company and the collected data is strictly anonymous and confidential. Furthermore, the project company provides a financial incentive to the strategic partners and are open to promoting this partnership (for example via press release) that aims to accelerate the development of advanced technologies in the automotive industry and improve safety.
Rig	EDC	11/20/2024	Active	A Canadian company, through a commercial realtor, reached out to the EDC. Looking for a 60000 SF heavy industrial facility to manufacture components in support of petroleum extraction. Interested in Roswell's location for a potential expansion. Location is estimated to have 160 FTEs at an average of $24/hour.

Code Name	Source	Submitted	Status	Description
Sustany	EDC	3/10/2025	Active	Large data center project involving purchase/lease of 3-5,000 acres of self-generation power and renewable energy.
Coyote Willow	EDC	2/10/2025	Active	Renewable energy project of wind and solar. Identifying land parcels currently.
Project Cart	EDC	5/19/2025	Active	Developer seeking to purchase land to create a family entertainment area. Land is being sourced currently.

7. Real Estate Property:
   A. Applied for a state economic development grant for future site development in FY2026. Plans call for parcel identification, Phase I Environmental Assessment, Geotechnical studies, archeological and other studies to prepare a site to "shovel-ready" status. Grant was recently approved and awarded by the state for next fiscal year.
   B. All key listings of commercial/industrial property and buildings are updated at https://www.chavescounty.net/real-estate

8. New and changed programming.
   A. Our Board of Directors has approved Retail Strategies to support new retail companies in Roswell in preparation for the projected population growth because of the National Championship Air Races. Chaves County Board of Commissioners also proved 1/3 of the funding to support these actions. Several new retail establishments are underway, and others are targeted for soon for development. We met with the company after their recent attendance at the International Council of Shopping Centers, the largest retail trade show in the country. They have identified several opportunities and are following up with additional information. Predominately restaurants and shopping businesses.

9. Promotional campaigns
   A. The Roswell Air Center remains our top focus for opportunity where our advertising efforts support new opportunities.
   B. Contracted advertising for Roswell during this period: the Livability magazine project for 2025 has been completed, with the 2026 project in planning stages.
   C. See attached social media and website analytics.

10. Cooperative efforts with area organizations:

   A. RCCEDC President & CEO Mike Espiritu serves as the Vice Chairman of the Roswell Airport Advisory Commission.
   B. Attended the NMIDEA monthly Board of Director's meeting, representing this region.
   C. Attended the monthly Chaves County Commission meetings and Roswell City Council meetings.
   D. We regularly attend city council, county commission, and other committee and ad hoc meetings in support of the numerous programs impacting our economic and community development.
   E. Presented to several local civic groups about EDC activities
   F. Attended the Roswell Job Corps quarterly community meeting
   G. Eastern New Mexico Medical Center Board of Trustees meetings.
   H. Eastern Area Workforce Development Board of Directors and Youth Committee meetings.
   I. Several online/virtual calls with the Reno Air Racing Association and local officials/business leaders in preparation for their transition here.
   J. Attended Roswell Hispano Chamber of Commerce meetings
   K. Attended virtual meetings with the Aerospace States Association of New Mexico. Hosted an exhibit table during the state's Aviation and Aerospace Day at the Capitol during the 2025 Legislative Session.

Roswell-Chaves County EDC
Fourth Quarter Report to City of Roswell

Golden Shovel Agency (GSA) (Based on January 1, 2025-Mach 31, 2025. This is the latest data given to us by GSA).

- Total users 2,820
- New users 2,772
- Sessions 3,345
- Sessions per user 1.19
- Engagement rate 50.67%
- Website views 10,442
- Engaged sessions 1,695
- Highest traffic days for website views: Friday and Tuesday. Wednesday and Thursday are pretty even.
- Device category (devices users are viewing our website from)

Device	Total users
Desktop	1,600
Mobile	1,196
Smart tv	1
Tablet	23

- Countries and number of users from the country that have engaged in our website

Country	Total users
United States	2,093
Ireland	43
China	38
Canada	25
Germany	24
India	19
Philippines	19
Japan	13
Russia	11
Sweden	11

- Audience overview

Page title	Total users	Views
RCCEDC Homepage	1,067	1,514
RARA- in Roswell and Chaves County	328	423
RCCEDC Staff	178	245

Los Angeles	34

- Traffic Type

Sessions default	Total users
Organic search	1,190
Direct	1,064
Referral	253
Organic social	161
Email	18

Facebook analytics (March 5-June 2, 2025)

- 15,659 Views, -49% for the last 90 days but up 192% for the previous 28 days
- 8 new followers
- Engagement is down 68% but is up 332% for the previous 28 days
- Interactions are up 412% in the last 28 days
- 69% of users are women, 31% are men
- United States is the leader in top location of users (100.4%)
- Most active times are Thursday's and Tuesday's (Thursday has highest traffic)
- Most users are looking at photo posts (75.4%) and links (24.6%)

Linkedin analytics (Last 90 days)

- 1,127 followers
- 48 profile viewers
- 12 search appearances, all appearances 209
- Top demographics that have viewed Linkedin page: Presidents (8.6%), Owner (5.5%), Chief Executive Officer (4.6%), Founder (1.9%), and Economic Developer (1.7%)

Instagram analytics (March-Present (June 3, 2025))

- 608 total followers
- 429 views of the views, 71.1% are followers of the RCCEDC Instagram page and 28.8% and non-followers.
- Accounts reached, 162
- 19 new interactions, of which 73.7% are followers and 26.3% are non-followers
- Accounts engaged, 17

April BRE visits (Kim Perry):

Date of Visit	Business Name	POC
4/2/2025	Sara's Mediterranean Grill	
4/16/2025	Valley Café	Anthony
4/16/2025	COTM Dream Center	Dorothy Hellums
04/17/2025	She's a Dandy	Camaryn Hennington
04/21/2025	NMMI	Col. David West
04/22/2025	The Brave Co.	Jessica Bradford
04/22/2025	Roswell Elks Lodge	Darlene Satterfield
04/22/2025	The Rusty Spike	Kyle Ramage
04/23/2025	Southwest Bearing	Desiree Rattan

April BRE visits (Kristen Chappell):

04/15/2025	Zenith Security Systems	Kezia Pieratt
04/16/2025	Area 52	Pat Loranca
04/17/2025	Historical Society for Southeast New Mexico	Amy McVay-Tellez
04/17/2025	Quality Inn & Suites	Kabir Bhakta
04/21/2025	Burrell College of Osteopathic Medicine	Emily Cometti
04/22/2025	Spring River Apartments	Karla (I wasn't able to catch her last name. She is filling in temporarily from a different location to alleviate staffing changes).
04/22/2025	NuMex Plastics, LLC	Guy Tipton
04/23/2025	Captain Jim's	Jim Werdann
04/28/2025	Valley Bank of Commerce	Lexi Williams
04/28/2025	Farmers Insurance	Christopher Whitney

May BRE visits (Kristen Chappell):

05/01/2025	Farm Bureau Financial Services-Larry Marshall	Larry Marshall
05/01/2025	Clean Haul	Tyler Giles
05/05/2025	Edward Jones	Nicole Wieser
05/06/2025	Roswell Daily Record	Packy Fajardo/Christina Stock
05/08/2025	Sparklight	Jamie "Jay" MacLeod
05/09/2025	Fairfield Inn	Evelyn Moreno
05/14/2025	Wrap Studio LLC	Julie Corbell
05/15/2025	Suds Up Carwash	Sergio Carvajal
05/21/2025	La Quinta-Roswell	Kendra Harbour

05/22/2025	KBIM Radio/KBIM TV	Aaron Forrister

May BRE visits (Kim Perry):

05/08/2025	Otero Federal Credit Union	Melene Street
05/08/2025	Dream Center (Church on the Move)	Troy Smothermon
05/19/2025	Big R	Jodi Schwartz
05/19/2025	Roswell Gun Club	John Thoesen
05/20/2025	City of Roswell	Jessica Vickers
05/21/2025	Redden Plumbing	Hannah McPherson
05/21/2025	Richland Auto Group	Clarissa Gonzales-Adams
05/22/2025	Stellar Coffee	Anne Baker
05/22/2025	USA Beef Packing	Nayely Madrid
05/29/2025	Wair Irrigation	Cliff Waide

ROSWELL- CHAVES COUNTY EDC

FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION AND
ACCOUNTANT'S COMPILATION REPORT

APRIL 30, 2025

CERTIFIED PUBLIC ACCOUNTANTS
May, Taylor & Company (P.C.)
PROFESSIONAL CORPORATION

May, Taylor & Company (P.C.)
CERTIFIED PUBLIC ACCOUNTANTS
302 W Tilden St
Roswell, NM 88203-4544

ACCOUNTANT'S COMPILATION REPORT

ROSWELL- CHAVES COUNTY EDC
849 PO Box
Roswell, NM 88202

Management is responsible for the accompanying financial statements of **ROSWELL- CHAVES COUNTY EDC** (a nonprofit organization)which comprise the statement of financial position- income tax basis as of April 30, 2025, and the related statements of activities - income tax basis for the month ending April 30, 2025 and the ten months then ended, and for determining that the tax basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the tax basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit the statement of cash flows as well as substantially all of the disclosures ordinarily included in financial statements prepared on the income tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Orgainzation's financial position, changes in net assets and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

The supplementary information contained in Supplementary Schedules is presented for purposes of additional analysis and is not a required part of the basic financial statements. The supplementary information has been compiled from information that is the representation of management. We have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any assurance on such supplementary information.

We are not independent with respect to **ROSWELL- CHAVES COUNTY EDC.**

May, Taylor & Company (P.C.)
May 15, 2025
Roswell, NM 88203-4544

ROSWELL- CHAVES COUNTY EDC
Statement of Financial Position
Income Tax Basis
As of April 30, 2025 and March 31, 2025

Assets

	April 30, 2025	March 31, 2025
Current Assets		
CASH IN BANK - PIONEER #2795	$ 51,750.29	$ 13,493.92
FIRST AMERICAN - SAVINGS #4520	21,552.97	21,549.43
PIONEER MONEY MARKET ACCOUNT #2643	356,971.89	356,020.88
A/R - CITY OF ROSWELL	66,666.66	49,999.99
A/R - CHAVES COUNTY	33,337.66	33,336.99
Total Current Assets	530,279.47	474,401.21
Property and Equipment		
EQUIPMENT	701.32	701.32
Net Property and Equipment	701.32	701.32
Non Current Assets		
FIRST AMERICAN BANK - INVESTMENT FUND #R002500	439,029.24	439,029.24
UNREALIZED GAIN LOSS ON INVESTMENT	9,129.14	9,129.14
Total Non Current Assets	448,158.38	448,158.38
Total Assets	$ 979,139.17	$ 923,260.91

See Accountants' Compilation Report

ROSWELL- CHAVES COUNTY EDC
Statement of Financial Position
Income Tax Basis
As of April 30, 2025 and March 31, 2025

Liabilities and Net Assets

	April 30, 2025	March 31, 2025
Current Liabilities		
A/P - EMPLOYEES	$ 12,359.32	$ 12,359.32
A/P - VENDORS	17,230.00	17,230.00
CARD SERVICE CENTER	(6,913.06)	(6,913.06)
FICA PAYABLE	1,539.38	1,340.96
MEDICARE PAYABLE	360.02	313.62
FEDERAL WITHHOLDING PAYABLE	885.95	885.95
STATE WITHHOLDING PAYABLE	676.74	627.69
SIMPLE IRA PAYABLE	1,640.97	1,640.97
SUTA PAYABLE	35.30	216.68
Total Current Liabilities	27,814.62	27,702.13
Long-Term Liabilities		
DEFERRED REVENUE NM GRANT	40,000.00	40,000.00
Total Long-Term Liabilities	40,000.00	40,000.00
Total Liabilities	67,814.62	67,702.13
Net Assets		
Net Assets Without Donor Restrictions	509,107.96	509,107.96
Net Assets with Temporary Donor Restrictions	375,171.39	375,171.39
Other Equity	5,750.00	5,750.00
Current Earnings	21,295.20	(34,470.57)
Total Net Assets	911,324.55	855,558.78
Total Liabilities and Net Assets	$ 979,139.17	$ 923,260.91

See Accountants' Compilation Report

ROSWELL- CHAVES COUNTY EDC
Statement of Activities
Income Tax Basis
For the One Month and 10 Months Ended April 30, 2025

	CURRENT MONTH		YEAR TO DATE	
	Amount	Percent	Amount	Percent
Sales				
CITY OF ROSWELL	$ 16,666.67	18.45 %	$ 166,666.66	31.22 %
CHAVES COUNTY	16,666.67	18.45	166,666.66	31.22
MEMBERSHIP DUES	2,000.00	2.21	107,647.50	20.16
SPECIAL EVENT	0.00	0.00	11,058.04	2.07
CERTIFIED EDO GRANT (NMEDD)	40,000.00	44.28	40,000.00	7.49
LEADS SITE PREPARDNESS GRANT (NMEDD)	0.00	0.00	25,000.00	4.68
RETAIL MARKET STUDY	15,000.00	16.61	15,000.00	2.81
RENTAL INCOME	0.00	0.00	1,800.00	0.34
Total Sales	90,333.34	100.00	533,838.86	100.00
Gross Profit	90,333.34	100.00	533,838.86	100.00
Operating Expenses				
WAGES - BONUS	0.00	0.00	2,955.69	0.55
MISCELLANEOUS EXPENSE	0.00	0.00	511.94	0.10
ADVERTISING	360.00	0.40	28,640.68	5.37
MEMBERSHIP MEETINGS	0.00	0.00	14,211.72	2.66
AUDIT	0.00	0.00	9,170.65	1.72
BANK CHARGES	59.56	0.07	616.41	0.12
CONTRACT SERVICES	4,296.09	4.76	21,190.86	3.97
BUSINESS EXPANSON	0.00	0.00	1,778.82	0.33
BUSINESS RECRUITMENT	3,317.94	3.67	11,835.77	2.22
ENTERTAINMENT/MEALS	0.00	0.00	166.56	0.03
DUES & SUBSCRIPTIONS	84.00	0.09	6,479.53	1.21
EDUCATIONAL EXPENSE	852.81	0.94	9,672.58	1.81
INTEREST	15.15	0.02	68.66	0.01
MILEAGE	549.15	0.61	4,421.15	0.83
OFFICE EXPENSE	1,640.02	1.82	4,222.77	0.79
POSTAGE	0.00	0.00	211.27	0.04
PAYROLL TAXES	1,825.18	2.02	19,869.43	3.72
RETIREMENT(SIMPLE IRA)	516.36	0.57	6,335.24	1.19
RENT	0.00	0.00	9,600.00	1.80
TRAVEL & CONVENTIONS	0.00	0.00	5,835.86	1.09
WAGES	23,228.36	25.71	261,279.33	48.94
WEB SITE	0.00	0.00	16,519.32	3.09
PENALTY	0.00	0.00	164.60	0.03
SPECIAL EVENT EXPENSE	0.00	0.00	13,088.39	2.45
MAINSTREET FACADE	0.00	0.00	15,000.00	2.81
LEADS SITE PREPARDNESS GRANT EXPENSE (NMEDD)	0.00	0.00	24,834.00	4.65
LEGISLATIVE DINNER	0.00	0.00	15,588.80	2.92
RETAIL MARKET STUDY EXPENSE	0.00	0.00	45,000.00	8.43
Total Operating Expenses	36,744.62	40.68	549,270.03	102.89
Operating Income (Loss)	53,588.72	59.32	(15,431.17)	(2.89)
Other Income (Expenses)				
DIVIDEND INCOME	0.00	0.00	8,428.02	1.58
OTHER INCOME	1,222.50	1.35	17,636.18	3.30
UNREALIZED GAIN/LOSS ON INVESTMENTS	0.00	0.00	5,074.23	0.95
INTEREST	954.55	1.06	6,571.27	1.23
INVESTMENT FEES	0.00	0.00	(983.33)	(0.18)

See Accountants' Compilation Report

ROSWELL- CHAVES COUNTY EDC
Statement of Activities
Income Tax Basis
For the One Month and 10 Months Ended April 30, 2025

	CURRENT MONTH		YEAR TO DATE	
	Amount	Percent	Amount	Percent
Total Other Income (Expenses)	2,177.05	2.41	36,726.37	6.88
Net Income (Loss) Before Taxes	55,765.77	61.73	21,295.20	3.99
Net Income (Loss)	$ 55,765.77	61.73 %	$ 21,295.20	3.99 %

See Accountants' Compilation Report

SUPPLEMENTARY INFORMATION

City Council
169 of 238
Roswell, NM

ROSWELL- CHAVES COUNTY EDC
Statement of Activities - Budget to Actual
Income Tax Basis
For the One Month and 10 Months Ended April 30, 2025

	CURRENT MONTH			YEAR TO DATE			ANNUAL	
	Actual	Budget	Variance	Actual	Budget	Variance	Budget	Variance
Revenue								
CITY OF ROSWELL	$ 16,666.67	$ 16,666.67	$ 0.00	$ 166,666.66	$ 166,666.66	$ 0.00	$ 200,000.00	$ 33,333.34
CHAVES COUNTY	16,666.67	16,666.67	0.00	166,666.66	166,666.66	0.00	200,000.00	33,333.34
MEMBERSHIP DUES	2,000.00	12,500.00	(10,500.00)	107,647.50	125,000.00	(17,352.50)	150,000.00	42,352.50
SPECIAL EVENT	0.00	0.00	0.00	11,058.04	0.00	11,058.04	0.00	(11,058.04)
CERTIFIED EDO GRANT (NMEDD)	40,000.00	3,333.33	36,666.67	40,000.00	33,333.34	6,666.66	40,000.00	0.00
LEADS SITE PREPARDNESS GRANT (NMEDD)	0.00	2,083.33	(2,083.33)	25,000.00	20,833.34	4,166.66	25,000.00	0.00
RETAIL MARKET STUDY	15,000.00	0.00	15,000.00	15,000.00	0.00	15,000.00	0.00	(15,000.00)
RENTAL INCOME	0.00	150.00	(150.00)	1,800.00	1,500.00	300.00	1,800.00	0.00
Total Sales	90,333.34	51,400.00	38,933.34	533,838.86	514,000.00	19,838.86	616,800.00	82,961.14
Gross Profit	90,333.34	51,400.00	38,933.34	533,838.86	514,000.00	19,838.86	616,800.00	82,961.14
Operating Expenses								
WAGES - BONUS	0.00	333.33	(333.33)	2,955.69	3,333.34	(377.65)	4,000.00	(1,044.31)
MISCELLANEOUS EXPENSE	0.00	83.33	(83.33)	511.94	833.34	(321.40)	1,000.00	(488.06)
ADVERTISING	360.00	1,916.67	(1,556.67)	28,640.68	19,166.66	9,474.02	23,000.00	5,640.68
MEMBERSHIP MEETINGS	0.00	708.33	(708.33)	14,211.72	7,083.34	7,128.38	8,500.00	5,711.72
AUDIT	0.00	675.00	(675.00)	9,170.65	6,750.00	2,420.65	8,100.00	1,070.65
BANK CHARGES	59.56	90.00	(30.44)	616.41	900.00	(283.59)	1,080.00	(463.59)
CONTRACT SERVICES	4,296.09	2,102.50	2,193.59	21,190.86	21,025.00	165.86	25,230.00	(4,039.14)
BUSINESS EXPANSON	0.00	166.67	(166.67)	1,778.82	1,666.66	112.16	2,000.00	(221.18)
BUSINESS RECRUITMENT	3,317.94	2,083.33	1,234.61	11,835.77	20,833.34	(8,997.57)	25,000.00	(13,164.23)
ENTERTAINMENT/MEALS	0.00	41.67	(41.67)	166.56	416.66	(250.10)	500.00	(333.44)
DUES & SUBSCRIPTIONS	84.00	615.66	(531.66)	6,479.53	6,156.68	322.85	7,388.00	(908.47)
EDUCATIONAL EXPENSE	852.81	1,333.33	(480.52)	9,672.58	13,333.34	(3,660.76)	16,000.00	(6,327.42)
INTEREST	15.15	0.00	15.15	68.66	0.00	68.66	0.00	68.66
MILEAGE	549.15	416.67	132.48	4,421.15	4,166.66	254.49	5,000.00	(578.85)
OFFICE EXPENSE	1,640.02	416.67	1,223.35	4,222.77	4,166.66	56.11	5,000.00	(777.23)
POSTAGE	0.00	41.67	(41.67)	211.27	416.66	(205.39)	500.00	(288.73)
PAYROLL TAXES	1,825.18	2,169.67	(344.49)	19,869.43	21,696.66	(1,827.23)	26,036.00	(6,166.57)
RETIREMENT(SIMPLE IRA)	516.36	666.67	(150.31)	6,335.24	6,666.66	(331.42)	8,000.00	(1,664.76)
RENT	0.00	800.00	(800.00)	9,600.00	8,000.00	1,600.00	9,600.00	0.00
TRAVEL & CONVENTIONS	0.00	3,166.67	(3,166.67)	5,835.86	31,666.66	(25,830.80)	38,000.00	(32,164.14)
WAGES	23,228.36	27,121.08	(3,892.72)	261,279.33	271,210.84	(9,931.51)	325,453.00	(64,173.67)
WEB SITE	0.00	1,578.58	(1,578.58)	16,519.32	15,785.84	733.48	18,943.00	(2,423.68)
PENALTY	0.00	0.00	0.00	164.60	0.00	164.60	0.00	164.60
SPECIAL EVENT EXPENSE	0.00	250.00	(250.00)	13,088.39	2,500.00	10,588.39	3,000.00	10,088.39

ROSWELL- CHAVES COUNTY EDC
Statement of Activities - Budget to Actual
Income Tax Basis
For the One Month and 10 Months Ended April 30, 2025

	CURRENT MONTH			YEAR TO DATE			ANNUAL	
	Actual	Budget	Variance	Actual	Budget	Variance	Budget	Variance
MAINSTREET FACADE	0.00	1,250.00	(1,250.00)	15,000.00	12,500.00	2,500.00	15,000.00	0.00
LEADS SITE PREPARDNESS GRANT EXPENSE (NMEDD)	0.00	2,083.33	(2,083.33)	24,834.00	20,833.34	4,000.66	25,000.00	(166.00)
LEGISLATIVE DINNER	0.00	1,264.17	(1,264.17)	15,588.80	12,641.66	2,947.14	15,170.00	418.80
RETAIL MARKET STUDY EXPENSE	0.00	0.00	0.00	45,000.00	0.00	45,000.00	0.00	45,000.00
Total Operating Expenses	36,744.62	51,375.00	(14,630.38)	549,270.03	513,750.00	35,520.03	616,500.00	(67,229.97)
Operating Income (Loss)	53,588.72	25.00	53,563.72	(15,431.17)	250.00	(15,681.17)	300.00	(15,731.17)
Other Income (Expenses)								
DIVIDEND INCOME	0.00	0.00	0.00	8,428.02	0.00	8,428.02	0.00	8,428.02
OTHER INCOME	1,222.50	0.00	1,222.50	17,636.18	0.00	17,636.18	0.00	17,636.18
UNREALIZED GAIN/LOSS ON INVESTMENTS	0.00	0.00	0.00	5,074.23	0.00	5,074.23	0.00	5,074.23
INTEREST	954.55	16.67	937.88	6,571.27	166.66	6,404.61	200.00	6,371.27
INVESTMENT FEES	0.00	(41.67)	41.67	(983.33)	(416.66)	(566.67)	(500.00)	(483.33)
Total Other Income (Expenses)	2,177.05	(25.00)	2,202.05	36,726.37	(250.00)	36,976.37	(300.00)	37,026.37
Net Income (Loss) Before Taxes	55,765.77	0.00	55,765.77	21,295.20	0.00	21,295.20	0.00	21,295.20
Net Income (Loss)	$ 55,765.77	$ 0.00	$ 55,765.77	$ 21,295.20	$ 0.00	$ 21,295.20	$ 0.00	$ 21,295.20

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items (Information Items) 27.

Regular City Council Meeting
Meeting Date: 07/10/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Roswell Hispano Chamber of Commerce Annual Report FY2025

Attachments

June 2024-June 2025 fianacials
RHCC COI
FY26 Proposed Budget- RHCC

ROSWELL HISPANO CHAMBER OF COMMERCE
Profit & Loss
June 1, 2024 through June 23, 2025

	Jun 1, '24 - Jun 23, 25	
Ordinary Income/Expense		
Income		
Program Income		
Membership Dues	12,280.00	
Total Program Income		12,280.00
Indirect Public Support		
City of Roswell	56,250.00	
Total Indirect Public Support		56,250.00
Direct Public Support		
Gifts in Kind - Services	1,600.00	
Total Direct Public Support		1,600.00
Other Types of Income		
Miscellaneous Revenue	519.68	
Total Other Types of Income		519.68
Cinco de Mayo Revenue		-1,425.00
Total Income		69,224.68
Expense		
Licenses & Permits		35.00
Payroll preparation fees		420.00
Contract Services		
Commissions	2,975.00	
Accounting Fees	2,100.00	
Outside Contract Services	18,332.40	
Total Contract Services		23,407.40
Facilities and Equipment		
Equip Rental and Maintenance	1,265.24	
Rent Bldg	6,000.00	
Total Facilities and Equipment		7,265.24
Operations		
Advertising	4,574.13	
Bank Service Charges	680.25	
Bank Fees	2.22	
Computer Internet and Website	955.32	
Conference, Convention, Meeting	1,055.00	
Director Fees	900.00	
Insurance - General Liability	408.00	
Office Expense	1,469.02	
Payroll Expenses	23,327.74	
Payroll Taxes	1,933.80	
Taxes	60.46	
Total Operations		35,365.94
Other Types of Expenses		
Cinco de Mayo related expenses	7,310.00	
Donation	500.00	
Total Other Types of Expenses		7,810.00
Total Expense		74,303.58
Net Ordinary Income		-5,078.90
Net Income		**-5,078.90**

RISK PLACEMENT SERVICES

Insurance Quote

Dear: Alex Urquides, Taylor & Associates, Inc. Date: May 01, 2025

Attached please find Carrier quotation RPS has secured on your behalf for the below mentioned risk.
Please review the attached and below carefully as coverage described herein may be different from the original application submitted, or prior policy if applicable.

Insured: Roswell Hispano Chamber Of Commerce **RPS Reference #:** 7478846A
Insured ID: 63178777

Mailing Address: 306 N Pennsylvania Roswell, NM 88201

Physical Address: 306 N Pennsylvania, Roswell, NM 88201

Carrier: United States Liability Insurance Company / Admitted AM Best Rating: A++ XIV

Policy Period: 6/2/2025 to 6/2/2026

Coverage: Commercial Package Policy

TIV: per Carrier terms attached

Limit: per Carrier terms attached

Rate: per Carrier terms attached

Policy Premium: $408.00

Fees (fully earned):

Taxes: **Home State:** NM

TOTAL: $408.00

THE PREMIUM ABOVE DOES NOT INCLUDE TERRORISM COVERAGE. IF THE INSURED ELECTS TO PURCHASE TERRORISM COVERAGE THE ADDITIONAL PREMIUM WILL BE $100.00 PLUS SURPLUS LINES TAX OF .

Commission: 15% **Minimum Earned Premium:** 25%

Conditions/ Subjectivities: per Carrier terms attached
See attached carrier documents

Please note:

- You are responsible for reviewing and explaining the coverage to the client, including any options, available or not from our office. The terms hereon are not fully described and no assumption should be made as to the adequacy of the coverage of the risk to the client.

- You are not an Agent of the insurer, and as such, cannot bind coverage nor make any commitments on behalf of the insurer, nor of us. This policy cannot be assigned to another without the written consent of the insurer or their Agent.
- Insurance companies will not approve binding until all subjectivities (except inspections) have been received and accepted.
- This document is a representation of the Carrier's quotation and is subject to all premiums, limits, terms, conditions and exclusions as set forth by the carrier.
- If this policy is issued on a non-admitted basis, your office is responsible for completing, collecting and delivery to RPS any required surplus lines forms, taxes and fees from the insured at time of Binding. RPS will remit the applicable taxes and forms to the state. If this policy is subject to the surplus lines laws in your state, you should make every effort to comply with any special provisions and regulations of your state.
- You are responsible for the issuance and review of Certificates of Insurance (COI). COIs cannot amend or alter the terms provided herein.
- At binding, you are responsible for billing and collecting from the Insured the premium and fees quoted and remitting to RPS. Accounts with payments that are overdue and are not received within this time frame are subject to cancellation.
- By binding you commit to any provisions contained hereon, such as Minimum Earned Premiums. There are no flat cancellations allowed.

Please advise in writing if you would like to bind coverage per the attached terms and conditions. Should you have any questions please give us a call. Thank you for the opportunity to work on your business!

Sincerely,
William Bryant
Risk Placement Services, Inc. - Houston
Phone: 281-496-1100
Email: William_Bryant@rpsins.com

Enclosed you will find **an admitted** renewal Businessowners quote for Roswell Hispano Chamber of Commerce. The Expiring policy number is NBP1564125B and the expiration date is 6/2/2025.

Section I- Details the premiums, taxes and fees associated with this account. In addition, it provides the Underwriting Notes and covers any of the additional underwriting information that might be needed prior to binding or within 21 days of the inception date.

Section II- Summarizes the locations, building information, property coverages, warranties, and the corresponding classifications with the exposures and rates.

Section III- Provides the Liability Limits of Insurance

Section IV- Lists the required coverage forms, notices, endorsements and exclusions.

Section V- Offers optional coverages that are available to the applicant but are not currently included in the quote.

Section VI- Provides the Direct Bill Payment Description.

In addition we have included some materials that will assist in the evaluation of this offer of coverage.

- Endorsement TRIADN Disclosure Notice of Terrorism Insurance Coverage for your review.
- Endorsement BP1591 Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) for your review.
- A Point of Sale piece that provides some claims scenarios this account may encounter and a coverage checklist that can be compared to the quotation of another carrier.

The carrier will send you an invoice based on the terms reflected in this quote.
Payment is due to the carrier by the expiration date in order to renew coverage.

Payment options available to you are:

1. Send the invoice remittance slip with payment to the lockbox address on their invoice
2. Pay online at <www.usli.com/ezpay>.
3. Pay by phone (automated system available 24/7) at 866-632-2003

Your invoice will include a unique number that will allow you to register your policy at <www.usli.com/ezpay>. By registering your policy, you will have access to additional information as well as the option to set-up recurring payments. Recurring payments are a great way to minimize the possibility of your policy being cancelled or not renewed because payment was not received.

Please advise your agent as soon as possible if changes are needed or optional coverages are desired.

We invite you to contact us to discuss the benefits of any coverages, the costs associated or simply to provide feedback! We welcome the opportunity to talk with you about this quote.

Thank you for the opportunity to renew this coverage with you!

Taylor & Associates, Inc.

NBP025M0417

Quote is valid until 6/2/2025

To: **Roswell Hispano Chamber of Commerce**
Renewal of: NBP1564125B - Expiration Date: 6/2/2025

Confirm optional coverages:
☐ Do not include any optional coverages.
☐ Include the following optional coverages
(Taxes & Fees may apply to optional premium if purchased)
☐ Option 1 - (add: *$100.00) - Terrorism Coverage
*See Terrorism Section for Exact Pricing and Terms

****DIRECT BILL RENEWAL****

The policyholder will be invoiced 45 days prior to expiration.

This renewal will be invoiced with 1 installment.

This quote is for informational purposes only - do not bill or collect payment.

Please advise as soon as possible if changes are needed or optional coverages are desired.

I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS

BUSINESSOWNERS POLICY INFORMATION	
Carrier:	United States Liability Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - XIV

COVERAGE PART	PREMIUM
Businessowners	$408.00
TOTAL PREMIUM DUE TO CARRIER	**$408.00**

ADDITIONAL COSTS	
Wholesaler Broker Fee	$0.00
TOTAL AMOUNT DUE	**$408.00**

This account is subject to the following - Sections A, B and C:

Please note that we will not be able to bind coverage until we satisfy all Prior to Binding requirements.

A. Prior To Bind Requirements:

- No Prior to Bind Requirements

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

B. Items Required Within 21 days of the inception of coverage:

- No Items Required Within 21 Days

C. Underwriting Notes:

- No Underwriting Notes

II. DIRECT BILL QUOTE INFORMATION

Additional Quote Information

-If a notice of claim is received by the Insured or United States Liability Insurance Group between the date of this quote letter and the expiration date of the policy, United States Liability Insurance Group retains the right to require a complete renewal submission and re-underwrite the terms and conditions.

III. COVERED LOCATION(S) AND CORRESPONDING CLASSIFICATIONS

Location #1 - 306 N Pennsylvania, Roswell, NM 88201

Construction: Non Combustible / Protection Class: 1

Property Coverage

Perils: Named Perils

Coverage	Limit	Deductible	Valuation	Rate	Premium
Building (Inflation: 4%)	$10,000	$1,000	Actual Cash Value	0.350	$35
Business Personal Property	$5,000	$1,000	Actual Cash Value		Included
Business Income and Extra Expense	$25,000	N/A	Not Applicable		Included

Property Coverage Premium for Location #1: $50 MP

Coverages automatically provided by Businessowners coverage form

Building limit - automatic increase	4%		
Business Personal Property - automatic increase	25% during peak season	Business Personal Property at newly acquired locations	$100,000
Business Personal Property not at premises	$10,000	Outdoor Property (including trees, shrubs, and plants)	$500 per tree/shrub/plant - $2,500 total limit
Exterior Building Glass	Up to Building Limit	Signs attached to the Building	$1,000
Increased Cost of Construction	$10,000 - Only when Building coverage with Replacement Cost is provided	Valuable Papers & Records	$10,000 ($5,000 not at premises)
Accounts Receivable	$10,000 ($5,000 not at premises)	Personal Effects	$2,500
Forgery and Alteration	$2,500	Money Orders and Counterfeit Paper Currency	$1,000
Fire Department Service Charge	$1,000		

Warranted Property Conditions

- All electric is on functioning and operational circuit breakers [P-6]
- Functioning and operational smoke/heat detectors in all units or occupancies [P-5]

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

Liability Coverage

Description	Fire Code	Class Code	Basis	Exposure	Prod/CompOps Rate	All Other Rate	Prod/CompOps Premium	All Other Premium
Blanket Special Events Liability - Non-Profit Organizations		00041	Flat	Flat	0.000	180.000	$0	$180
Chamber of Commerce - Not-For-Profit only	0702	41668	Total Area	200 Per 1,000 Total Area	0.000	390.425	$0	$78
Blanket Additional Insured - Non-Profit Package		49950	Flat	1 Flat	0.000	100.000	$0	$100

Liability Coverage Premium for Location #1: $358

Total for Location: $408

IV. LIABILITY LIMITS OF INSURANCE

BUSINESSOWNERS GENERAL LIABILITY

Liability and Medical Expense	$1,000,000
Medical Expense (Any One Person)	$5,000
Damage To Premises Rented to You	$100,000
General Aggregate	$2,000,000
General Liability Deductible	$0

V. REQUIRED FORMS & ENDORSEMENTS

Common Endorsements

BP-102	(01/15) Exclusion Of War, Military Action And Terrorism	BP-65	(05/07) Exclusion For Mechanical Rides
BP-11	(05/04) Exclusion - Fiduciary Liability and Financial Services	BP-88	(04/06) Expanded Definition of Bodily Injury
BP-115	(07/08) Protective Devices Or Services Provisions	BP-90	(11/10) Amended Definition
BP-145 NPP	(06/10) Blanket Additional Insured Endorsement	BP-95	(05/07) Exclusion For Climbing, Rebounding And Interactive Games And Devices
BP-15	(07/04) Business Income and Extra Expense Limit	BP-96	(05/07) Exclusion For Firearms, Fireworks And Other Pyrotechnic Devices
BP-152	(01/13) Separation of Insureds Clarification Endorsement	BP-97	(05/07) Exclusion For Event Vendor/Exhibitor & Contractor
BP-165	(05/18) Exclusion - Specific Activities, Events or Conditions or Over 2,500 People	BP0003	(01/10) Businessowners Coverage Form
BP-168	(11/11) Exclusion - Injury To Performers Or Entertainers	BP0109	(01/20) New Mexico Changes
BP-179 NBP	(12/17) Amendment of Liquor Liability Exclusion	BP0129	(07/02) New Mexico Changes - Property Claims Settlement In The Event Of A Catastrophe
BP-193	(08/14) Limits Of Insurance Under Multiple Coverage Parts	BP0417	(01/10) Employment-Related Practices Exclusion
BP-201	(09/16) Coverage Extension - Education Services	BP1009	(07/13) Named Perils
BP-40	(03/11) Molestation Or Abuse Exclusion	BP1505	(05/14) Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data -Related Liability - Limited Bodily Injury Exception Not Included
BP-48	(05/16) Exclusion – Asbestos, Lead Contamination, Absolute Pollution, Mold, Fungus, Bacteria, Virus And Organic Pathogen	BP1572	(02/21) Cyber Incident Exclusion - New Mexico
BP-49	(01/13) Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead	***BP1591**	**(12/23) Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)**
BP-58	(05/07) Animal Exclusion	Jacket	(07/19) Policy Jacket
BP-59	(02/13) Exclusion - Athletic Activity Or Sport Participants	Notice-CyberIncidentExcl-BPNM	(01/21) Cyber Incident Exclusion Endorsement - Advisory Notice to Policyholders
BP-60	(05/07) Exclusion For Bleacher Collapse	***TRIADN**	**(12/20) Disclosure Notice of Terrorism Insurance Coverage**

For your convenience we have marked the endorsements that have changed for this coming term. Those marked with 1 asterisk (*) are new forms not previously included on this account.

VI. OFFER OF OPTIONAL COVERAGE(S)

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

	Coverage	Additional Premium
Option 1	Terrorism Coverage	$100.00

Important Information

- Terrorism coverage, per the Terrorism Risk Insurance Program Reauthorization Act, is available for an additional premium of $100 or 5.00% of the total applicable premium, whichever is greater. If not purchased, please provide the signed TRIADN Disclosure Notice or add form NTE - Notice of Terrorism Exclusion. When making your decision to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount, and limits in this policy applicable to losses arising from events other than acts of terrorism.
- The Terrorism premium shown above has been calculated as a percentage of the quoted coverages. If any coverages are added or removed at binding, the additional premium shown above is subject to change.

VII. DIRECT BILL PAYMENT PLAN DESCRIPTIONS

One Year Payment Plan Descriptions:

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

SINGLE PAYMENT - The entire premium is invoiced immediately.

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act ("the Act"), as amended, you have a right to purchase insurance coverage for losses arising out of acts of terrorism. *As defined in Section 102(1) of the Act*: The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

Coverage for "insured losses”, as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability, for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds $100 billion. If the aggregate insured losses for all insurers exceed $100 billion in any one calendar year, your coverage may be reduced.

You should also know that, under federal law, you are not required to purchase coverage for losses caused by certified acts of terrorism.

REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE

Note: In the states of California, Georgia, Hawaii, Illinois, Iowa, Maine, North Carolina, Oregon, Washington, West Virginia and Wisconsin, our terrorism exclusion makes an exception for fire losses resulting from an Act of Terrorism. In these states, if you decline to purchase Terrorism Coverage, you still have coverage for fire losses resulting from an Act of Terrorism.

Please “X” one of the boxes below and return this notice to the Company.

	I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.
	I elect to purchase coverage for certified acts of Terrorism for a premium of $_____.

_____ _____

Applicant Name (Print) Named Insured

_____ _____

Authorized Signature Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II – Liability is amended as follows:

A. The following is added to Paragraph **B. Exclusions:**

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

a. "Bodily injury" or "property damage" which would not have occurred, or "personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".

b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

B. The following is added to Paragraph **F. Liability And Medical Expenses Definitions:**

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:

a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;

b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;

c. Perfluoropolyethers (PFPE);

d. Fluorotelomer-based substances; or

e. Side-chain fluorinated polymers; or

2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph **B.1.**

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business resource center



As a policyholder through USLI, you have access to many free and discounted services that will assist you in operating and growing your business through the Business Resource Center (BRC). Consider the following services and associated cost savings when deciding where to place your insurance!

Cybersecurity

- Complimentary access to eRiskHub®, a data breach prevention and response resource that will help you understand your exposure to a data breach and the importance of a response plan
- Best practice checklists for securing personal and payment card information, plus tips on protecting against cyberattacks

Background Checks and Screenings

- Discounted background checks, including multi-court criminal database searches, county criminal searches and more (first background check is free)
- Best practices for performing a background check
- Discounted tenant and drug screenings and motor vehicle reports (MVRs)

Disaster Preparation and Recovery

- Guidance on preparing for natural disasters and serve weather
- Business planning and recovery toolkit
- Sample incident reporting form and disaster loan assistance resource

Human Resources

- Free PeopleSystems' human resources consultation helpline to be used for personnel issues, including harassment and discrimination, the Family and Medical Leave Act, disability, wage and hours regulations and more
- Online library with information, forms and articles pertaining to human resources
- Discounted HR and payroll management system by PrimePoint
- Discounted employee workplace assessment by Talogy, previously PSI Caliper
- Resources for recruiting, interviewing and terminating employees

Marketing

- Resources marketing via email and social media, capturing leads and building surveys
- Free and discounted stock imagery sites and photo and video editing programs
- Discount stationery, signage, promotional items and gifts

Property Safety

- Free workplace safety and occupational health consultation
- Tips for building maintenance, fire prevention and water safety

Industry-specific Resources For:

- Health, wellness and sports
- Hospitality, food and beverage
- Nonprofits and social services
- Residential and rental properties
- Retail and professional services
- Youth services and child care
- … and more!



Try our cost-savings calculator to see how much you could save!

ONLINE LEARNING

Need help training your new employees?

Properly preparing new employees can be time-consuming and expensive. We offer a variety of free and discounted industry-specific training and certifications to help you save time and money!

Topics include:

- Food manager and handler safety
- Liquor safety
- CPR, first aid and concussion
- Sexual harassment
- Leadership and professional development

For a full list of vendors, discounts and resources, visit bizresourcecenter.com.

Privacy Notice At Collection

We may need to collect certain personal information to provide you with our services and products. For information on how we store, use and protect personal information, please see our Privacy Policy accessible on our website, **https://www.usli.com/privacy-policy/**.

Risk Placement Services, Inc.
Knowledge. Relationships. Trust and Confidence.

Risk Placement Services
550 West Van Buren
Suite 1200
Chicago, IL 60607
Ph: 312-803-6324
Fax: 312-803-6309

The coverage outlined above may not conform to the terms and conditions you requested.

Please check carefully. If this policy is being quoted on a non-admitted basis, then all applicable taxes and fees must be added to the bound premium. If bound, your office will be responsible for collecting Surplus Lines taxes and fees (if applicable) from the insured, in addition to completing any required Surplus Lines forms. RPS will remit the applicable taxes and forms to the state. If bound with RPS, this policy will be subject to the Surplus Lines laws in your state, therefore you should make every effort to comply with any special provisions and regulations of your state.

Roswell Hispano Chamber of Commerce

Membership & Education Initiatives

Proposed Annual Budget FY 2026

Total Combined Request: $50,000

Membership Budget - $25,000

Category	Line Item	Amount
Member Recruitment Tools	Targeted outreach materials, signage, and digital onboarding kits	$2,500
Member Visibility Campaigns	Website spotlights, social media promotion, and directory upgrades	$3,000
Community Engagement & Visibility	Materials for community festivals (UFO, PiñataFest, etc.)	$1,500
Member Retention Tools	CRM optimization, segmented emails, annual survey, custom follow-ups	$5,000
Signature Seminars (3/year)	Venue, food, promotion, participant meals, supplies	$10,000
Micro-Expo Tables	Small business feature tables at seminars and mixers	$3,000

Education Budget - $25,000

Category	Line Item	Amount
Monthly Lunch & Learn Series (6)	Meals, marketing, materials, AV, guest gifts	$6,500
Education Program Marketing	Print and digital promotion for educational events	$3,000
Seminar Curriculum Development	Planning, materials, templates, presenter support	$2,500
Technology & Platform Tools	Projectors, mics, slide design, learning tools	$2,000
Advanced Skills Training Events Legal, marketing, procurement, finance themes	Venue rental, equipment, refreshments, promotional materials, workbooks, etc.	$6,500
Participant Meals (seminars)	60 attendees x $15 x 3 events	$2,700
Workshop Materials & Supplies	Binders, pens, worksheets, signage	$1,800

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 28.
Meeting Date: 07/10/2025
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

Roswell Police Department

CHIEF LANCE BATEMAN

MEMORANDUM

To: City Council Members
From: Deputy Chief Alberto Aldana
Date: June 30th, 2025
Subject: Notification of Out-of-State Training for Department Personnel

---

Dear Council Members,

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

I. **Trong Nguyen** and Narciso Santillan
   - **Rank/Position:** Support Service Sergeant and Detective
   - **Training Program:** Command Leadership Institute
   - **Location:** Greeley, Colorado
   - **Dates:** September 8th, 2025– September 12th, 2025
   - **Purpose/Objective:** Preparing for advancement within the department

Ii. **Cammie Aguirre**
   - **Rank/Position:** Crime Scene Technician
   - **Training Program:** Digital Forensics Examiner Program
   - **Location:** Brunswick, Georgia
   - **Dates:** July 6th, 2025 – July 19th, 2025
   - **Purpose/Objective:** To expand our capacity to perform in-house digital evidence analysis.

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

Regular City Council Meeting
Meeting Date: 07/10/2025
COMMITTEE: N/A **CONTACT:** N/A
CHAIR: N/A

Summary:
Roswell Fire Department - Proposal for Ambulance Service (Cole/Chavez)

Attachments
Roswell Fire Department - Proposal for Ambulance Service (Chavez)

Roswell Fire Department

EMS Operations Transition Plan

Roswell Fire Department EMS Transition Plan

	2024	2025	2026	2027	2028
Costs					
Employees					
EMS Educator (exempt)	1	1	1	1	1
Pay Grade	-	-	-	-	
Salary	$ 86,500.00	$ 88,230.00	$ 89,994.60	$ 91,794.49	$ 93,630.38
Benefits	$ 14,705.00	$ 23,822.10	$ 24,298.54	$ 24,784.51	$ 25,280.20
Healthcare A	$ 16,591.44	$ 16,591.44	$ 16,591.44	$ 16,591.44	$ 16,591.44
Healthcare B	$ 5,623.68	$ 5,623.68	$ 5,623.68	$ 5,623.68	$ 5,623.68
Guaranteed OT	$ 2,751.03	$ 2,850.06	$ 2,952.66	$ 3,058.96	$ 3,169.08
Cost/ employee (A)	$ 120,547.47	$ 131,493.60	$ 133,837.25	$ 136,229.41	$ 138,671.11
Cost/ employee (B)	$ 109,579.71	$ 120,525.84	$ 122,869.49	$ 125,261.65	$ 127,703.35
Sub Total (A only)	$ 120,547.47	$ 131,493.60	$ 133,837.25	$ 136,229.41	$ 138,671.11
EMS Lieutenant (exempt)	3	3	3	3	3
Pay Grade	762	762	762	762	762
Salary	$ 82,564.93	$ 84,216.23	$ 85,900.55	$ 87,618.56	$ 89,370.94
Benefits	$ 14,036.04	$ 22,738.38	$ 23,193.15	$ 23,657.01	$ 24,130.15
Healthcare A	$ 16,591.44	$ 16,591.44	$ 16,591.44	$ 16,591.44	$ 16,591.44
Healthcare B	$ 5,623.68	$ 5,623.68	$ 5,623.68	$ 5,623.68	$ 5,623.68
Guaranteed OT	$ 2,751.03	$ 2,850.06	$ 2,952.66	$ 3,058.96	$ 3,169.08
Cost/ employee (A)	$ 115,943.43	$ 126,396.11	$ 128,637.81	$ 130,925.98	$ 133,261.61
Cost/ employee (B)	$ 104,975.67	$ 115,428.35	$ 117,670.05	$ 119,958.22	$ 122,293.85
Sub Total (A only)	$ 347,830.30	$ 379,188.34	$ 385,913.42	$ 392,777.93	$ 399,784.83
Paramedics (non-exempt)	12	12	12	12	12
Pay Grade	748	746	746	746	746
Salary	$ 75,000.00	$ 76,500.00	$ 78,030.00	$ 79,590.60	$ 81,182.41
Benefits	$ 12,750.00	$ 13,005.00	$ 13,265.10	$ 13,530.40	$ 13,801.01
Healthcare A	$ 16,591.44	$ 16,591.44	$ 16,591.44	$ 16,591.44	$ 16,591.44
Healthcare B	$ 5,623.68	$ 5,623.68	$ 5,623.68	$ 5,623.68	$ 5,623.68
Guaranteed OT	$ 2,085.64	$ 2,160.72	$ 2,238.51	$ 2,319.09	$ 2,402.58
Cost/ employee (A)	$ 106,427.08	$ 108,257.16	$ 110,125.05	$ 112,031.54	$ 113,977.44
Cost/ employee (B)	$ 95,459.32	$ 97,289.40	$ 99,157.29	$ 101,063.78	$ 103,009.68
Sub Total	$ 1,255,189.44	$ 1,277,150.43	$ 1,299,565.06	$ 1,322,442.92	$ 1,345,793.81
AEMTs	10	10	10	10	10
Pay Grade	746	746	746	746	746
Salary	$ 56,500.00	$ 57,630.00	$ 58,782.60	$ 59,958.25	$ 61,157.42
Benefits	$ 9,605.00	$ 9,797.10	$ 9,993.04	$ 10,192.90	$ 10,396.76
Healthcare A	$ 16,591.44	$ 16,591.44	$ 16,591.44	$ 16,591.44	$ 16,591.44
Healthcare B	$ 5,623.68	$ 5,623.68	$ 5,623.68	$ 5,623.68	$ 5,623.68
Guaranteed OT	$ 2,004.57	$ 2,076.73	$ 2,151.49	$ 2,228.95	$ 2,309.19
Cost/ employee (A)	$ 84,701.01	$ 86,095.27	$ 87,518.57	$ 88,971.54	$ 90,454.81
Cost/ employee (B)	$ 73,733.25	$ 75,127.51	$ 76,550.81	$ 78,003.78	$ 79,487.05
Sub Total	$ 803,139.01	$ 817,081.66	$ 831,314.70	$ 845,844.36	$ 860,677.01
EMTs	5	5	5	5	5
Pay Grade	744	744	744	744	744
Salary	$ 50,000.00	$ 51,000.00	$ 52,020.00	$ 53,060.40	$ 54,121.61
Benefits	$ 8,500.00	$ 8,670.00	$ 8,843.40	$ 9,020.27	$ 9,200.67
Healthcare A	$ 16,591.44	$ 16,591.44	$ 16,591.44	$ 16,591.44	$ 16,591.44
Healthcare B	$ 5,623.68	$ 5,623.68	$ 5,623.68	$ 5,623.68	$ 5,623.68
Guaranteed OT	$ 1,926.28	$ 1,995.62	$ 2,067.46	$ 2,141.89	$ 2,219.00
Cost/ employee (A)	$ 77,017.72	$ 78,257.06	$ 79,522.30	$ 80,814.00	$ 82,132.72
Cost/ employee (B)	$ 66,049.96	$ 67,289.30	$ 68,554.54	$ 69,846.24	$ 71,164.96
Sub Total	$ 385,088.58	$ 391,285.31	$ 397,611.52	$ 404,070.01	$ 410,663.61
Overtime	$500,000.00	$515,000.00	$530,450.00	$546,363.50	$562,754.41
OT from LDTs	$675,754.51	$696,027.14	$716,907.96	$738,415.20	$760,567.65
OT Total	$1,175,754.51	$1,211,027.14	$1,247,357.96	$1,284,778.70	$1,323,322.06
Other Costs					
Health Physicals DOT)	$0.00	$15,000.00	$15,300.00	$15,606.00	$15,918.12
Uniforms	$9,858.00	$10,055.16	$10,256.26	$10,461.39	$10,670.62
Salaries total	$ 2,911,794.79	$ 2,864,705.73	$ 2,914,404.70	$ 2,965,135.22	$ 3,016,919.27
Total Staff Cost	$ 4,097,407.30	$ 4,232,281.64	$ 4,321,156.17	$ 4,412,210.71	$ 4,505,501.17

	2026	2027	2028	2029	2030
Operations					
Radios	$ 55,362.18	$ 14,255.76	$ -	$ -	$ -
misc. equipment	$ 150,000.00	$ 140,000.00	$ 140,000.00	$ 140,000.00	$ 140,000.00
monitors/cots	$ 661,163.65	$ 94,451.95	$ -	$ -	$ -
Maint./ fuel	$ 137,000.00	$ 142,800.00	$ 145,656.00	$ 148,569.12	$ 151,540.50
Insurance	$ 18,400.00	$ 18,768.00	$ 19,143.36	$ 19,526.23	$ 19,916.75
Medical Direction fees	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
Billing	$ 288,070.66	$ 296,712.78	$ 305,614.16	$ 314,782.59	$ 324,226.07
Total Operation Cost	$ 1,329,996.49	$ 726,988.49	$ 630,413.52	$ 642,877.93	$ 655,683.32
Contingency	$ 250,000.00	$ 200,000.00	$ 150,000.00	$ 100,000.00	$ 50,000.00
Capital Outlay					
Apparatus					
New type I & III	$ 1,900,000.00	$ -	$ 600,000.00	0	0
New Type II	$ 224,000.00	$ 120,000.00	$ -	$ -	$ 157,571.23
Total Apparatus Cost	$ 2,124,000.00	$ 120,000.00	$ 600,000.00	$ -	$ 793,571.23
Total Costs	$ 7,801,403.79	$ 5,279,270.13	$ 5,701,569.69	$ 5,155,088.65	$ 6,004,755.72

INITIAL DATA:	CY2024		GROUND AMBULANCE		
	CHARGES	TRIPS	CONTRACTUAL WRITE-OFF	PROJECTED PAYMENTS	HSI Historical Adj Collection Rates*
Mcare	$3,546,633	3,185	($1,967,025.81)	$1,516,423	96%
Mcaid	$3,369,552	3,026	($1,676,922.52)	$1,675,703	99%
Insurance	$1,064,157	956	$0	$723,627	68%
Other Gov	$473,330	425	$0	$283,998	60%
Self Pay	$708,324	636	$0	$28,333	4%
Total	**$9,161,995**	**10,615**		**$4,228,083**	

$4,058,959.76

LDT		Charges	
Mcare	438	143040	$ 137,318.69
Mcaid	416	153117	$ 151,585.92
Insurance	131	101262	$ 68,858.40
Other Gov	44	35352	$ 21,211.27
Self Pay	66	51830	$ 2,073.19
	1095	484602	$ 381,047.47

Payor Mix (from AMR)

Medicare	40%
Medicaid	38%
Commercial	12%
Gov. Other	4%
Self	6%

Tariffs (Gross Charge) — Icare Allow - NM CY20 — Medicaid Allowable - NM

CPT Codes	Description	Base Rate	Mileage Rate	CPT Codes	Base Rate	Mileage Rate	Base Rate	Mileage Rate
A0426	ALS Non-Emerg	$752.40	$12.75	A0426	$322.61	$9.24	$363.26	$10.45
A0427	ALS Emerg	$1,191.47	$12.75	A0427	$510.80	$9.24	$575.16	$10.45
A0428	BLS Non-Emerg	$627.00	$12.75	A0428	$268.84	$9.24	$302.72	$10.45
A0429	BLS Emerg	$934.56	$12.75	A0429	$430.15	$9.24	$484.36	$10.45
A0433	ALS II	$1,506.45	$12.75	A0433	$739.32	$9.24	$832.50	$10.45
A0434	CCT/SCT	$1,768.80	$12.75	A0434	$873.74	$9.24	$873.74	$10.45
A0140	Wheelchair/ Gurney Van	$40.00	$4.00					

Totals
$4,440,007.23

*Adjusted Collection Rates = Projected Payments / (Charges minus Contractual Writeoffs)

Level of Care Mix (from HSI comparable Client)

A0426	A0427	A0428	A0429	A0433	A0434
ALS1 - NE	ALS 1 - E	BLS - NE	BLS - E	ALS2	SCT
7.8%	64.8%	8.8%	15.9%	2.6%	0.1%

Average Miles/Trip
3

Avg LDT
188

	percentage	cost/ call	total calls	
County Subsidy	8.01%	$ 450.00	850	$ 382,500.00

Summary

	2026	2027	2028	2029	2030
Costs					
Employee	$ (4,097,407)	$ (4,232,282)	$ (4,321,156)	$ (4,412,211)	$ (4,505,501)
Operations	$ (1,329,996)	$ (726,988)	$ (630,414)	$ (642,878)	$ (655,683)
Contigency	$ (250,000)	$ (200,000)	$ (150,000)	$ (100,000)	$ (50,000)
Total Operation Cost	$ (5,677,404)	$ (5,159,270)	$ (5,101,570)	$ (5,155,089)	$ (5,211,184)
Net Revenue					
911/Local	$ 4,228,083	$ 4,354,925	$ 4,485,573	$ 4,620,140	$ 4,758,745
LDT	$ 381,047	$ 392,479	$ 404,253	$ 416,381	$ 428,872
County Subsidy	$ 382,500	$ 393,975	$ 405,794	$ 417,968	$ 430,507
Total Net Revenue	$ 4,991,630	$ 5,141,379	$ 5,295,621	$ 5,454,489	$ 5,618,124
					$ -
Operational Gain/Loss	$ (685,773)	$ (17,891)	$ 194,051	$ 299,401	$ 406,940
Capital Outlay	$ (2,124,000)	$ (120,000)	$ (600,000)	$ -	$ (793,571)
Net Deficit	$ (2,809,773)	$ (137,891)	$ (405,949)	$ 299,401	$ (386,632)

	July	Aug	Sept	Oct	Nov	Dec	Jan. 27	Feb. 27	Mar. 27	Apr. 27	May. 27	June. 27
Costs												
Employee	$ (341,450.61)	$ (341,450.61)	$ (341,450.61)	$ (341,450.61)	$ (341,450.61)	$ (341,450.61)	$ (341,450.61)	$ (341,450.61)	$ (341,450.61)	$ (341,450.61)	$ (341,450.61)	$ (341,450.61)
Operations	$ (778,842.50)	$ (23,916.67)	$ (23,916.67)	$ (23,916.67)	$ (23,916.67)	$ (23,916.67)	$ (23,916.67)	$ (23,916.67)	$ (23,916.67)	$ (23,916.67)	$ (23,916.67)	$ (23,916.67)
Contigency	$ (250,000.00)											
Captial Outlay	$ (2,124,000.00)											
Total Costs	$ (3,494,293.11)	$ (365,367.28)	$ (365,367.28)	$ (365,367.28)		$ (365,367.28)	$ (365,367.28)	$ (365,367.28)	$ (365,367.28)	$ (365,367.28)	$ (365,367.28)	$ (365,367.28)
				$ (350,752.59)								
Net Revenue												
911/Local	$ -	$ 116,272.28	$ 232,544.57	$ 352,340.26	$ 352,340.26	$ 352,340.26	$ 352,340.26	$ 352,340.26	$ 352,340.26	$ 352,340.26	$ 352,340.26	$ 352,340.26
LDT	$ -	$ 10,478.81	$ 20,957.61	$ 31,753.96	$ 38,606.72	$ 38,606.72	$ 38,606.72	$ 38,606.72	$ 38,606.72	$ 38,606.72	$ 38,606.72	$ 38,606.72
County Stipend				$ 31,875.00	$ 31,875.00	$ 31,875.00	$ 31,875.00	$ 31,875.00	$ 31,875.00	$ 31,875.00	$ 31,875.00	$ 31,875.00
Total Net Revenue	$ -	$ 126,751.09	$ 253,502.18	$ 415,969.21	$ 422,821.98	$ 422,821.98	$ 422,821.98	$ 422,821.98	$ 422,821.98	$ 422,821.98	$ 422,821.98	$ 422,821.98
Net Deficit	$ (3,494,293.11)	$ (238,616.19)	$ (111,865.10)	$ 50,601.93	$ 72,069.39	$ 57,454.70	$ 57,454.70	$ 57,454.70	$ 57,454.70	$ 57,454.70	$ 57,454.70	$ 57,454.70
Cumulative Deficit	$ (3,494,293.11)	$ (3,732,909.30)	$ (3,844,774.39)	$ (3,794,172.46)	$ (3,722,103.07)	$ (3,664,648.37)	$ (3,607,193.67)	$ (3,549,738.97)	$ (3,492,284.27)	$ (3,434,829.58)	$ (3,377,374.88)	$ (3,319,920.18)

Staffing Structure:

- **Ambulance Staffing:**
  - 3 ambulances staffed with 1 Paramedic and 1 EMT.
    - Station 1, 3, 5
  - 2 ambulances staffed with 1 Advanced EMT and 1 EMT.
    - Station 3, 5
- **Supervisory Roles:**
  - Each of the 3 shifts has a Paramedic Lieutenant Supervisor.
    - Station 1
  - 1 EMS Captain who also serves as an Educator (40-hour workweek).

CITY OF ROSWELL FIRE DEPARTMENT
EMERGENCY MEDICAL TECHNICIAN

GENERAL DESCRIPTION

Protects life and property by performing emergency medical care, public education, and related duties. Maintains EMS equipment, apparatus, and facilities. Performs according to the New Mexico State Scope of Practice for the employee's current licensure level.

ESSENTIAL DUTIES

- Performs emergency medical services in accordance with the standards and expectations of the City of Roswell Fire Department.
- Carries out basic and advanced medical rescue procedures to access, stabilize, and transport patients to appropriate medical facilities.
- Provides pre-hospital emergency medical care safely and effectively in all types of emergent conditions.
- Provides both emergent and non-emergent treatment and transport of patients as assigned by a supervisor.
- Completes all required patient treatment documentation and other reports as required by department policy.
- Maintains and prepares vehicles and medical equipment to ensure readiness for emergency and non-emergency responses.
- Acts as a patient advocate while maintaining interagency teamwork and effective verbal/written communication with other medical personnel.
- Performs all duties with maturity, professionalism, and in accordance with department policies.
- Attends meetings, seminars, and training sessions to maintain current licensure, certifications, and required skill competencies.

NON-ESSENTIAL DUTIES

- May serve on various employee committees, as assigned.

MINIMUM QUALIFICATIONS

This position is subject to the City of Roswell's Drug and Alcohol Testing Policy, which includes one or more of the following: pre-employment testing, post-accident testing, random testing, reasonable suspicion testing, return-to-duty testing, and follow-up testing.

Education and Experience:

- Must possess a high school diploma or GED at the time of hire.
- Must possess a State of New Mexico EMT certification or NREMT certification, with the ability to obtain a New Mexico EMT license within six months of hire.
- One (1) year of experience providing emergency medical care in a pre-hospital setting preferred.
- New hires with an EMT-B license must adhere to Roswell Fire Department's Certification and Licensure Policy by obtaining their New Mexico EMT-Intermediate license or higher.

COMPENSATION

- **EMT Specialist Basic**: $19.10 per hour
- **EMT Specialist Intermediate**: $21.35 – $28.83 per hour
- **EMT Specialist Paramedic**: $24.95 – $33.68 per hour

SKILLS, KNOWLEDGE, AND ABILITIES

- Skilled in all aspects of emergency vehicle operation, medical rescue, and related medical specialties, including knowledge of incident management systems and unified command principles.
- Knowledge of human anatomy and physiology, disease processes, and treatment for medical and trauma patients.
- Ability to gain knowledge of Roswell Fire Department EMS protocols, departmental rules and regulations, and all applicable laws and ordinances.
- Ability to gather and compile information, follow oral and written instructions, and prepare reports and documentation accurately.
- Ability to prioritize workloads effectively based on factors such as immediate need and future objectives.
- Ability to produce clear, legible written documents using proper spelling, punctuation, and grammar.
- Ability to communicate effectively, both orally and in writing.

- Ability to establish and maintain effective working relationships with fire department personnel, other city departments, health care facilities, outside agencies, and the public.

SPECIAL REQUIREMENTS

- Prefer applicants 21 years or older at the time of employment.
- Must possess or obtain a valid driver's license by time of hire, with no record of suspension or revocation in any state for the past three (3) years.
- Must obtain and maintain a valid State of New Mexico Class E (or equivalent) driver's license upon hire.
- No felony convictions or disqualifying criminal histories within the past seven (7) years.
- Must be able to read and write the English language.
- Must maintain insurability and operate City vehicles in accordance with City insurance policies.
- Residency requirement: Must reside in a primary residence within 150 miles of the Roswell city limits, as specified by the department's residency policy.

PHYSICAL DEMANDS

The physical demands described here represent those required to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.

- Must be able to respond rapidly to ambulance calls and access patients in difficult terrain, adverse weather, or confined spaces such as vehicle accidents or machinery entrapments.
- Must be able to carry patients and equipment over rough terrain and confined spaces.
- Must be capable of performing CPR for extended periods and possess fine motor skills to read medication labels in stressful environments.
- Frequently required to use hands and fingers to handle, feel, or operate objects, tools, or controls, and to reach with hands and arms.
- Frequently required to sit, bend, stoop, talk, and hear.
- Must occasionally lift and/or move up to 100 pounds.
- Vision requirements include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here represent those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.

- The noise level in the work environment is usually moderate, but may become loud during certain EMS operations.

DISCLAIMER

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the City of Roswell as the needs of the City and requirements of the job change.

Here's a structured **14-Month Implementation Plan** for the **Fire Department to Take Over EMS Operations In** a city that has historically used private EMS services.

Fire Department EMS Integration Implementation Plan (14 Months)

Objective: Transition EMS services from a private provider to the Fire Department while ensuring continuity of care, operational readiness, and regulatory compliance.

Phase 1: Planning & Assessment (Months 1-3)

1.1 Stakeholder Engagement & Approval

- Meet with city officials, fire department leadership, and regulatory agencies to outline the transition plan.
- Obtain necessary approvals from governing bodies (City Council, EMS regulatory agencies, etc.).
- Engage community leaders to inform and gather support for the transition.

1.2 Legal & Regulatory Compliance

- Review local, state, and federal EMS regulations for compliance.
- Apply for required EMS licenses, permits, and certifications.
- Draft necessary ordinances or agreements to transfer EMS responsibilities to the Fire Department.

1.3 Budget & Funding Allocation

- Continue Development and finalize a financial plan covering personnel, equipment, vehicles, training, and operational costs.
- Review funding sources, including grants, municipal budgets, and potential subsidies.
- Secure budget approval from city leadership.

Phase 2: Infrastructure & Resource Acquisition (Months 4-7)

2.1 Fleet & Equipment Procurement

- Start Purchase process of ambulances and EMS response vehicles.
- Acquire medical equipment, supplies, and technology (monitors, stretchers, defibrillators, etc.).
- Establish maintenance protocols for EMS vehicles and equipment.
- Establish central supply and disbursement program

2.1 Support Staff acquisition

Hire for EMS Captain/Educator position

Phase 3: System Development & Implementation (Months 8-11)

3.1 Operational Policies & Protocols

- Develop EMS standard operating procedures (SOPs) in alignment with medical protocols.
- Establish response time goals and deployment strategies.
- Implement quality assurance (QA) and quality improvement (QI) processes.

3.2 Medical Direction & Oversight

- Work with the Medical Director to oversee EMS operations.
- Implement standing orders, protocols, and training programs under medical direction.
- Develop a Continuous Quality Improvement (CQI) program for ongoing evaluation.

3.3 Logistics & Supply Chain Management

- Establish inventory control procedures for medical supplies.
- Set up contracts with medical supply vendors.
- Implement a restocking and supply management system.

Phase 4: Testing, Evaluation & Final Preparations (Months 12-13)

4.1 Personnel Hiring & Training

- Implement staffing models based on projected call volume and service needs.
- Recruit and hire paramedics, EMTs, and additional fire-medics if required.
- Conduct a training program for firefighters who will provide EMS services.

4.2 Communications & Dispatch Integration

- Coordinate with the 911 dispatch center for EMS call handling.
- Implement CAD (Computer-Aided Dispatch) systems that integrate fire and EMS.
- Train dispatchers on new EMS protocols.

4.3 Community Outreach & Public Education

- Inform residents of the transition and expected service improvements.
- Launch a public awareness campaign to explain 911 response changes.
- Host community engagement events and Q&A sessions.

4.4 Final Readiness Check

- Conduct full-scale drills and scenario-based training.
- Finalize fleet, equipment, and personnel assignments.
- Ensure all permits, licenses, and regulatory requirements are fully met.

Phase 5: Full EMS Transition & Post-Implementation (Month 14 & beyond)

5.1 Full-Service Launch

- Officially transition EMS operations from the private provider to the Fire Department.
- Monitor real-time system performance and make adjustments as needed.

5.2 Post-Implementation Review & Evaluation

- Assess operational efficiency, response times, and service quality.
- Gather feedback from EMS crews, fire personnel, and response partners.
- Implement further improvements based on post-transition analysis.

Ongoing Considerations

- **Continuous Training & Education** – Ongoing professional development for EMS personnel.
- **Performance Metrics & Reporting** – Regular audits of EMS performance and response times.
- **Financial Oversight** – Continuous evaluation of budget expenditures and cost efficiency.
- **Interagency Collaboration** – Strengthen partnerships with hospitals, law enforcement, and emergency management agencies.

Conclusion:

This **14-month plan** ensures a **smooth and efficient transition** from private EMS to **fire-based EMS operations**, maintaining high-quality emergency medical services while optimizing city resources.

Would you like to adjust any timelines or add additional focus areas?

Emergency EMS Service Transition Proposal (60–90 Day Implementation) *ALL DEPENENT ON AMBULANCES*

Overview:
In the event of a short-notice transition of 911 EMS services (within a 60–90 day timeframe), our organization is prepared to rapidly mobilize the resources, personnel, and infrastructure necessary to ensure continued emergency medical coverage. While not ideal, this expedited deployment is feasible through coordinated action and strategic partnerships.

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1. Ambulance Procurement & Fleet Readiness

- While vehicle type and configuration may be subject to availability, the vendor has committed to delivering compliant units capable of meeting state and federal standards for emergency response.
- Initial deployment may require operating with a mixed fleet (new and refurbished units), with plans for standardization as availability improves.

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2. Billing & Revenue Cycle Management

- Our billing partner, HSI, has confirmed a 60–90 day implementation period to establish full EMS billing operations.
- This includes system integration, payer credentialing, electronic claims setup, staff training, and compliance with HIPAA and state regulations as well as all CMS inspections.
- Temporary billing procedures can be implemented during the setup period to ensure continuity of financial operations and revenue capture.

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3. Medical Equipment & Supply Chain

- We have a pre-established relationship with a national medical supply distributor capable of supporting initial and ongoing inventory needs.
- Start-up supply kits for each ambulance unit, station stock, and PPE reserves will be prioritized and can be delivered within the first 30–45 days.
- Ongoing procurement will be managed through automated resupply programs and just-in-time logistics to avoid shortages.

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4. Staffing & Workforce Deployment

- A targeted EMS recruitment campaign will be launched immediately, leveraging existing databases, regional partners, and online platforms to attract certified EMTs and paramedics.
- Based on current market analysis, we are confident in our ability to onboard a sufficient number of EMS professionals within 60 days.
- In the event of temporary staffing gaps, cross-coverage will be provided by fire department personnel, with contingency planning for overtime and operational surges.

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5. Licensing, Compliance, & Operational Authorization

- All required licensing through the State Department of Transportation and EMS regulatory bodies will be prioritized and can be completed within the 60–90 day window.
- This includes vehicle licensure, organizational permits, and operational zone authorizations.
- Our compliance team will ensure adherence to all state and federal EMS regulations, including controlled substance licensing, clinical protocols, and quality assurance mechanisms.

Conclusion

This expedited implementation plan requires a coordinated, "all-hands-on-deck" approach involving administration, operations, logistics, and public safety personnel. While this transition timeline is aggressive, our organization has the experience, infrastructure, and vendor support to make it achievable.

We are prepared to assume 911 EMS service delivery on short notice—while maintaining a high standard of care, regulatory compliance, and operational continuity.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 31.
Meeting Date: 07/10/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval for the Roswell Air Center to purchase a new ARFF truck. (Corn/Thompson)

BACKGROUND:
Initiated by: Bobbi Thompson

Replacement fire truck for an 18-year-old unit that is in disrepair and difficult to get worked on for extended periods. Necessary for public safety and to maintain our Part 139 Certification for air carriers.

FINANCIAL CONSIDERATION
Funds allocated from the Air Center Reserves.

LEGAL REVIEW:
N/A

BOARD AND COMMITTEE ACTION:
Finance Committee recommended approval 5-0 at their meeting on July 3, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Stock 6x6 proposal 6-27-25
Oshkosh Stock 6x6 ARFF Specification
Oshkosh Striker 6x6 3000

Siddons Martin Emergency Group, LLC
4214 2nd St NW
Albuquerque, NM 87107
Dealer License # 3100

June 27, 2025

Daniel Fuller, Deputy Chief
CITY OF ROSWELL
200 S RICHARDSON
ROSWELL, NM 88203

Proposal For: Roswell 6x6 Stock ARFF

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to CITY OF ROSWELL. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB CITY OF ROSWELL and training on operation and use of the apparatus.

Description	Amount
Qty. 1 - Stock - Oshkosh Striker 6x6 3000 **(Unit Price - $1,555,713.00)** Delivery within 2-3 months of order date QUOTE # - SMEG-0009789-0	
Vehicle Price	$1,555,713.00
Stock - UNIT TOTAL	**$1,555,713.00**
SUB TOTAL	$1,555,713.00
HGAC FS12-23 (FIRE)	$2,000.00
TOTAL	**$1,557,713.00**

This is a stock truck. Stock trucks are available until sold.

Additional: All delivery, training and in-service are included.

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

(A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
(B) 20% of the Purchase Price after completion of the approval drawings;
(C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of New Mexico. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Travis Ownby

I, _____, the authorized representative of CITY OF ROSWELL, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

_____
Signature & Date

Proposal Details Report

6/27/2025

Customer: Roswell, NM
Bid Number: 357 B

Representative Requirements Manager: Travis Ownby
Job Number: TBD
Organization: Siddons Martin

Description: Stock 6x6 2025
Chassis: 6x6
Body: Striker Roof Turret (RT)

OptionCode	Type	Option	ProposalText
0540326		Performance Bond, Not Requested	
7000817		Build Location, Neenah, WI	
7000802		Domiciled Location, USA, Domestic	
7001931		Striker Roof Turret (RT)	
7001925		6x6	**Vehicle Performance Figures/Measurements** **Balances and Clearances** The vehicle weight will be distributed as equally as practical over the axles and tires. The difference in tire load between tires on any axle will not exceed 5 percent of the average tire load for that axle. The difference in load between axles will not exceed 10 percent of the load on the heaviest axle meeting NFPA 414 requirements using the 24R21 tire size. Approach & Departure Angles 30 degrees Inter Axle Clearance Angle 12 degrees Underbody Clearance 22.26 inches (565 millimeters) Under Axle Clearance at Differential Housing Bowl 16.5 inches (419 millimeters) Wall-to-Wall Turning Circle Diameter (Front Steer) 106 feet (32 meters) **Exterior Dimensions** The overall vehicle height, length, and width of the vehicle will be consistent with the rated payload and operational performance. Overall Length 475 inches (12,065 millimeters) Overall Width (Excluding Mirrors) 120 inches (3,048 millimeters) Overall Height (Top of Handrails Fully Laden) 136 inches (3,454 millimeters) *Overall vehicle height and length indicated in table is with standard height handrails and rear roof access ladder equipped* **Acceleration Performance** The fully laden vehicle acceleration will be from 0-50 mph (0-80 km/h) in 29 - 31 seconds depending on vehicle configuration as well as road and wind conditions. The fully laden vehicle acceleration time will not exceed 35 seconds per NFPA 414 requirements. **Top Speed Performance** The fully laden vehicle will have a minimum top speed of 71 mph (115 km/h) on a flat, level, improved (paved) surface. **Braking Performance** The brake system will meet the following performance requirements at gross vehicle weight (fully laden): Service Brake: Stopping Distance From 20 mph (32 km/h) 33 feet (10 meters) Maximum Stopping Distance From 40 mph (64 km/h) 121 feet (37 meters) Maximum Hold Fully Laden Vehicle On Grade 50% Minimum Descending 50% Minimum Ascending Emergency Brake: (Depending on vehicle configuration) Stopping Distance From 40 mph (64 km/h) 288 feet (88 meters) Maximum Parking Brake: Hold Fully Laden Vehicle on Grade 20% Minimum Descending 20% Minimum Ascending **Suspension Performance** An off-road, high mobility Oshkosh® TAK-4®, all-wheel independent suspension system will be provided resulting in no more than 0.5 g rms acceleration at the seat of the vehicle when traversing an 8 inch (24 centimeter) half round at 35 mph (56 km/h) without causing injury to the

operating personnel, loss of vehicle control, or damage to the vehicle. The design will allow the vehicle to travel safely at minimum off-road speeds of 35 mph (56 km/h). The Oshkosh® TAK-4®, Independent suspension system design will allow for a minimum of 16 inches (406 millimeters) of total wheel travel and is NFPA414 and 150/522-10E certified.

Gradeability

The vehicle will be able to:

Ascend a smooth, dry, paved road having a 20 percent grade and maintain a speed of at least 8 mph (13 km/h).

Ascend and descend a dry, hard surface incline having a 50 percent grade at not less than 1 mph (1.6 km/h).

Climb a vertical wall at least 18 inches (450 millimeters) high and negotiate terrain that will deflect the opposite wheels of the truck in alternately contrary directions at least 14 inches (360 millimeters).

Dynamic and Static Stability

The vehicle will meet the following stability requirements:

Side Slope Stability (Tilt Table Meeting SAE J2180)

30 degrees (58 percent grade)

Dynamic Balance (Min. Speed on 30 m (100 ft.) Radius Circle)

22 mph (35 km/h)

Capable of performing NATO double lane change at speed up to

50 mph (80 km/h)

Environmental Conditions

The vehicle will be capable of withstanding the following conditions without detrimental effect to the operation:

Dust particles, as encountered in desert areas

The corrosive effects of salt fog

Material decay from fungus and mildew

Relative humidity up to 100 percent

Ambient temperature ranging from 17.6 to 122 degrees Fahrenheit (-8 to 50 degrees Celsius)

Altitude ranging from 0 to 1,968 feet (0 to 600 meters)

Chassis Design

The vehicle frame will be designed to provide the required strength and torsional rigidity of the ARFF vehicle application. The chassis frame rail will be high strength steel alloy with a minimum yield strength of 80,000 psi (551,500 kPa) and a section modulus of 49.4 in3 (809 cm3). The main frame rails will be rectangular tube type with minimum dimensions of 12 inches (305 millimeters) by 4 inches (102 millimeters) with a minimum wall thickness of .47 inch (12 millimeters). Frames will use bolted-in crossmembers with class 10.9 metric fasteners. The minimum width to the outside of the main frame rails of an assembled chassis will be 36 inches (914 millimeters). The vehicle frame, suspension, and mounting of major components will provide for diagonally opposite wheel motion of up to 14 inches (360 millimeters) above the ground without raising the remaining wheels from the ground or causing interference. The integrity and longevity of the main frame rails will not be compromised by any welding of bracketry, suspension parts, or reinforcements.

Towing Devices

Four (4) towing hooks / eyes with shackles will be attached directly to the frame rails. Two (2) will be provided at the front of the vehicle and two (2) will be provided at the rear of the vehicle.

7001387	Paint Process	**Paint Process** The vehicle shall be painted per Oshkosh Airport Products procedures and standards per PQCP-0309. All aluminum components shall be pre-treated prior to paint using an aluminum conversion coating process. All parts of the vehicle shall be cleaned, treated and primed prior to assembly and final painting. The paint applied to the vehicle shall be a durable, single color acrylic urethane.
7001384	Paint, Single Color, Cab	**Cab Paint** The cab will be painted #101 Gloss Black (FLNA 40119), the fenders will be painted #35 Safety Lime (FLNA 10322), and the skidplate inserts will be painted #35 Safety Lime (FLNA 10322). Final colors and layout will be confirmed prior to vehicle construction.
7000872	Paint, Single Color, Body 6x6	**Body Paint** The body will be painted #35 Safety Lime (FLNA 10322) , the chassis will be #99 Semi-Gloss Black (FLNA 41735) and the hubs will be painted #101 Gloss Black (FLNA 40119). Final paint colors and layout will be confirmed prior to vehicle construction.

7001434	Graphics, Standard Graphics Package	**Reflective Striping / Graphics** Striping and lettering will be provided and installed on the vehicle. The following items will be included in the standard graphics package: Four (4) 16 inch (406.4 millimeter) retroreflective graphic film unit numbers; one (1) on left side and of the vehicle, one (1) on the right side of the vehicle, one (1) on the rear of the vehicle, and one (1) on the front of the vehicle One (1) 24 inch (609.6 millimeter) retroreflective graphic film unit number on the cab roof of the vehicle The airport name in up to 6 inch (152.4 millimeter) retroreflective graphic film lettering on the left side of the vehicle and on the right side of the vehicle Two (2) up to 24 inch (609.6 millimeter) retroreflective graphic film airport logos/insignias, one (1) on the left side and on the right side of the vehicle Two (2) up to 16 inch (406.4 millimeter) retroreflective graphic film fire department logos/patches, one (1) on the left side of the vehicle and on the right side of the vehicle An 8 inch (203.2 millimeter) retroreflective graphic film horizontal band along the left side bodywork and right side bodywork An 8 inch (203.2 millimeter) retroreflective graphic film horizontal band across the rear bodywork The numbers, lettering, airport logo and/or fire department logos can have the retroreflective graphic film substituted with vinyl to align with logo complexity, marketing, airport branding requirements or end user preferences. The graphics package will be presented to and confirmed by the end user prior to approval packet submission.
7000796	Labels, w/o HRET	**Labels** The vehicle will be furnished with all informational, functional and safety related labels necessary for operating the vehicle and systems as required by local requirements. The labels will be in the English language.
7000551	Winterization, 50,000 BTU System With Roof Turret or R50 Snozzle	**Environmental Conditions** The vehicle will be capable of operation in temperatures ranging from -40 C (-40 F) to 43 C (110 F). **Winterization System** The vehicle will have an Espar compartment interior winterization system consisting of a diesel fueled heater, liquid to air heat exchangers and liquid circulating lines which will distribute heat to the lower body storage compartments. The winterization system will provide cold weather protection down to -40 C (-40 F). The heat output for the system will be minimum of 50,000 BTU/hr. The burner head will have an electronic control and diagnostic module. The burner head will feature a 24-volt DC electric ignition spark generator with electrodes, an integrated optical flame monitor and an overheat sensor. The burner will have a 24-volt DC electric combustion air blower. The diesel fuel pump will have an integrated solenoid actuated supply valve and will draw fuel from the main vehicle fuel tank. The burner exhaust will be routed to a safe location outside the vehicle.
7002133	Cab, Standard	**Cab Ergonomics and Accessories** **Cab Features** The cab will be 3-point mounted on rubber bushings and constructed of welded aluminum extrusions, aluminum plates and bonded fiberglass panels. The design and construction of the cab will provide the best strength to weight ratio to prevent cab collapse in the event of a vehicle rollover. The cab will comply with ECE R29-3 standards/directive for occupant protection of a commercial vehicle. The cab will include gutters of sufficient size to prevent foam and water from dripping onto the windshield and side windows during turret discharge operations. The cab will have a minimum internal volume of 275 cubic feet (7.79 cubic meters) with a lateral field of vision of 254 degrees (127 degrees left and right of center), with 90 degrees upward and 25 degrees downward visibility when measured from the center of the cab. The cab ground visibility for the driver will be a minimum nearest point of 8.8 feet (2.7 meters) in front of the vehicle. The cab will have the following features: Control console provided between driver and officer positions Dashboard console and gauges in front of driver position Integrated electronic control and diagnostic systems Interior surface coating will be a painted durable grey spatter type finish
7000576	Glass, Cab, Installation	**Cab Visibility** There will be a total of 7.8 m² (84 ft².) area for superior visibility of shatterproof automotive tinted safety glass installed in the cab for all windows certified to DOT and ECE 43. The window measurements will be as follows: A tinted single-piece laminated windshield 3.99 m² (42.9 ft².). Tinted tempered glass upper door window with surface area of 0.66 m² (7.15 ft².). Tinted tempered glass upper rear cab window with surface area of 0.41 m² (4.44 ft².). Tinted tempered glass front angled lower corner window with surface area of 0.34 m² (3.7 ft².). Tinted tempered glass lower door window with surface area of 0.5 m² (4.9 ft².).
7000788	Windows, Electric/Power	**Cab Door Windows** The cab doors will be equipped with electric controlled slide type windows. There will be a control switch provided for each cab door sliding window that are accessible by the seated driver and turret operator. located on the center console.

7000547	Mirrors, Cab, Heated & Electric With Spotter	**Cab Mirrors** The vehicle cab will be equipped with two (2) Rosco 8 inch x 17 inch (203 millimeters x 432 millimeters) door mounted combination flat and convex mirrors, one (1) located on each side of the cab. The mirrors will be heated and electrically adjustable. The horizontal rotational viewing range will be no less than 60 degrees. Electrical switches for the mirror adjustment and heating feature will be provided within easy reach of the driver. Two (2) rectangular convex lens spotter mirrors will be provided on the A pillars of the cab structure to eliminate blind spots in front of the vehicle. One (1) mirror will be mounted on the left side of the vehicle and one (1) mirror will be mounted on the right side of the vehicle.
7000953	Cab Deluge System	**Cab Deluge System** The cab windshield will be equipped with a windshield deluge system. Four (4) brass nozzles will be spaced across the face of the cab above the windshield to distribute clear water from the vehicle water tank. The deluge system will have a 24-volt DC pump motor with an in-line strainer and will automatically drain the deluge system piping outside the compartments automatically when deactivated. The deluge system will be activated by a switch in the cab and when switched on, the windshield wipers will also be activated automatically while the system is in operation.
7000785	Step, Cab	**Cab Steps** There will be a heavy duty step provided below the left side and right side cab doors. The steps will include an aggressive pattern on the stepping surface to provide high traction when entering or exiting the cab. The step design will be self-cleaning so that a maximum amount of water, snow, mud or other debris can fall off or through the step. The step will be collapsible and spring loaded to allow the step to contact obstacles and ensure that the required 30 degree angle of approach at the front of the of the vehicle and return to the default shape.
7001965	Hinged Doors	**Cab Doors** Access to the cab will be gained with a single hinged door located on each side of the vehicle that opens at least to a 90-degree angle. Woven nylon door check straps will be installed on each door to limit opening travel. The bottom of the cab door openings will include scuff plates for surface protection.
7002136	Cab, Grab Handles, Door, Interior, Standard, Hinged Doors	**Cab Door Interior Grab Handles** The cab doors will have angled tubular grab handles with an integrated door opening mechanism. The door opening mechanism will be operable with a gloved hand and release the door latch when the interior button/lever is depressed. The door grab handles will have a durable single stage semi-gloss black paint applied to the surface.
7002138	Cab Trim, Interior, Insulated, w/Rubber Flooring	**Cab Interior** The cab will be weather-tight, acoustically and thermally insulated to provide noise level not to exceed 85 dB (A) at the driver's ear position. Foam-backed black textured rubber material will cover the interior floor of the cab. The rear wall of the cab will have vinyl covered foam material to dampen noise.
7002519	Grab Handles, Cab, Interior	**Cab Grab Handles** There will be grab handles covered with cushioned and slip resistant material located inside the driver's and passenger door openings to facilitate safe entry and exit from the cab. The grab handles will be placed to ensure three-point contact can be maintained.
7002134	Cab, Center Console, Ergo	**Cab Center Console** The cab will have an angled top center console located between the driver and turret operator seating positions. The upper surface of the center console will be angled upward toward the rear of the cab to raise the installed components to a more ergonomic height for the driver and turret operator.
7000787	Roof Hatch, Cab, Acrylic	**Roof Hatch** The roof hatch will be constructed from acrylic and will be located on the left side of the cab roof above the outermost seat. The roof hatch will have two (2) manual latches to secure the hatch closed and two (2) gas shocks to hold the hatch lid in the open position.
7000540	Seat, Drivers, Non-SCBA, Air, Tilt, Slide, Vinyl	**Crew Space** **Driver Position (Center)** The driver's seat will be Seats, Inc., 911 Series non-SCBA type with an integral 3-point seat belt. The seat will be air-ride adjustable, include a manual tilt seatback adjustment and a manual forward/backward slide adjustment feature. The seat cover material will be black vinyl resistant to wear and staining.

7000528	Seat, Right Turret Operator, SCBA, Non-Adjustable, Fixed, Slide, Vinyl	**Right Turret Operator Seat Position** The right side turret operator/officer seat will be a Seats, Inc., 911 Series SCBA type with an integral 3-point seat belt. The seat will include a fixed back design and will be a slide adjustable, non-suspension type. The seating material will be vinyl, black in color and resistant to wear and staining.
7000516	Seat, Left Inside, SCBA, Non Adjustable, Fixed, Non Slide, Vinyl	**Left Inside Seat Position** The left inside seat will be a Seats Inc., 911 Series SCBA compatible with an integral red 3-point seat belt. The seat will have a non-adjustable design and will be fixed mounted. The seating material will be vinyl, black in color and will be resistant to wear and staining.
7000522	Not Provided, Seat Left Outside	**Left Outside Seat Position** No seat will be provided in the left outside seating position.
7000507	SCBA Bracket, Ziamatic ULLH Storage Bracket	**Right Inside Seat Position** There will be a universal SCBA holder installed in the right inside seat position. The SCBA holder will be a Zico Ziamatic ULLH Load and Lock bracket.
7000783	HVAC, Dual, Front & Rear, Scania	**Cab HVAC (Heating, Ventilation, Air Conditioning)** The cab will be heated and cooled by a dual air conditioning and heating system with two (2) separate HVAC units. The controls for the HVAC will be backlit and provided to the left of the driver seating position with: A rotary control for temperature control from hot to cold A rotary control for vent control to blend from full defrost to full vent A rotary control for fan speed with OFF, LOW, MEDIUM, and HIGH positions A button to activate air conditioning with indicator light A button to activate the recirculate function with indicator light A Bergstrom HVAC unit will be incorporated into the structure of the cab dashboard and a remote Bergstrom HVAC unit will be mounted to the rear wall of the cab behind the driver seat. The dashboard HVAC unit will have an output of 22,300 BTU for cooling and 48,300 BTU for heating the remote HVAC unit will have an output of 19,000 BTU for cooling and 37,000 BTU for heating. **Air Conditioning Operation** The cab air conditioning system will be charged with HFC R134A refrigerant. The air conditioning system compressor will have a displacement of 313cc and will be driven by a serpentine belt drive mounted on the engine. **Heat Operation** The cab heating system will use a propylene glycol/water mixture. The cab heating system will be incorporated into the engine cooling system and will use coolant circulated by the engine water pump.
7000776	Siren/PA, Whelen 295SL, (1) SA315 Speaker	**Siren / PA System** **Siren Head** The vehicle will be equipped with a full function siren with public address capability. The siren will be a Whelen, Model 295SL series. The siren head will be backlit for visibility in dark or low light conditions. The siren system will include a hard wired microphone. **Siren Speaker** There will be one (1) Whelen, Model SA315 Series 100-watt speaker mounted at the lower portion of the front skidplate assembly.
7000774	Air Horns, Dual Bendix	**Air Horns** There will be dual Bendix air horns mounted underneath the cab, forward of the driver. The air horns will be activated by a switch located in the center of the steering wheel.
7000495	Control, Footswitches, Air Horn & Siren, Driver & Turret Operator	**Foot Switches** **Driver Position** There will be two (2) foot switches provided in the cab at the driver seating position. One (1) foot switch will activate the vehicle air horns and one (1) foot switch will activate the siren or public address system. **Turret Operator Position** There will be two (2) foot switches provided in the cab at the turret operator seating position. One (1) foot switch will activate the vehicle air horns and one (1) foot switch will activate the siren or public address system.
7002920	Camera, Thermal Imaging, Fixed, Roof Turret Mounted, FLIR MD625 NFPA2020	**Video Systems** **Thermal Imaging Camera** There will be a Teledyne FLIR, MD-625, NFPA 2020 compliant thermal imaging camera fix mounted to the roof turret. The thermal imaging camera will aid the driver and crew during complete darkness, severe weather, smoky, foggy or other low visibility conditions. The camera will follow the turret movement for rotation and elevation.

7000772	Camera, Rear Facing w/Vertical Ladder	**Rear Navigation Camera** There will be a rear facing navigation camera to aid in movement while traveling in reverse or to view the area directly behind the vehicle. A compact, fixed image color camera will be provided and will feature LED infrared illuminators to enhance the visible image in low-light situations. The infrared LEDs will have automatic day/night sensing to adjust the image in all lighting conditions. The camera will be mounted at the midpoint of the rear ladder, will activate automatically when the vehicle is placed in reverse and will have a manually activated switch in the cab. The camera image will be shown on the in-cab 12 inch (304.8 mm) color display.
7000927	Instruments, Standard	**Controls** All instruments, warning lights and controls relative to truck operation will be displayed to the left of the driver so that they will be useful, convenient, and visible to the driver. All instruments, warning lights and controls relative to the firefighting system will be displayed to the right of the driver for center steer so that they will be ergonomic, convenient, and visible to both the driver and the officer (turret operator). Agent activation to be clearly identified with color coded switches providing the operator immediate identification of the agents. Blue will identify water, Yellow will identify water/foam, and Purple will identify dry chemical powder. There will be a 12 inch (304.8 mm) display provided in the center of the cab control panel to aid the driver and turret operator. The display will show pump pressure, water levels, foam levels, roof turret position as well as diagnostics with fault codes. The display utilizes the Oshkosh designed control electronics which is CAN based and uses D-Series modules. The display can be user customizable and be programmed for any language. The following cab mounted controls will be provided as a minimum: Accelerator Pedal Air Conditioner Controls Brake Pedal Color Coded Complementary Agent / System Activation Rotary Differential Lock Control Dome Light Switch Manual / Door Activated Foam Concentrate Reservoir Control Valve Headlight Switch w/ Dimmer Control Heater / Defroster Controls Horn Control Master Electrical Disconnect Switch (located in engine compartment) Panel Lights Switch with Dimmer Parking Brake Control Power Adjustable Mirror Control Rotary Ignition Start/Stop Switch Siren Switch with Microphone Switches for Emergency Beacon(s) / Strobe(s) Switches for Exterior Lights Switches for Non-Emergency Amber Beacon(s) / Strobe(s) Tilt / Telescoping Steering Wheel Column Transmission Range Selector Turret Control Windshield deluge Windshield Wiper and Washer, column mounted Cup Holders Hand throttle **Instruments and Warning Lights** The following instruments and warning lights will be provided in the cab: Air Pressure (brake and other air-driven accessories) Complementary Agent Tank-Charged Indication Beacon / Strobe Indicator (s) Foam Agent Tank Level Indicator Water Tank Level Indicator Water Pump Pressure Low Air Pressure Warning Compartment Door Open Indicator Differential Lock Indicator Engine Coolant Temperature Engine Tachometer Fuel Level Headlight Beam Indicator Speedometer / Odometer Voltmeter Low Engine Coolant Audible / Visual Alarm Digital clock Low Oil Pressure / High Water Temperature Audible / Visual Alarm Complementary Agent System Pressure Indicator Two (2) 12-volt DC accessory power outlets, one (1) each side Two (2) 5-volt DC USB A ports, one (1) each side
7001191	Gauges	
7000769	LG Alert	**Lateral Accelerometer** There will be an electronic rollover warning system provided. The system will detect "g" forces exerted on the vehicle. A display will be integrated into the vehicle dash in view of the driver and include an audible alarm. The sensor base unit will be installed in an easily accessible location within the cab.

7000767	MADAS, Data Logger System, TAK-4 Axles - Scania	**Monitoring and Data Acquisition System (MADAS)** A Monitoring and Data Acquisition System (MADAS) which is an electronic vehicle system analyzer that constantly records preprogrammed vehicle characteristics will be installed for the collection of various performance measurements to monitor, as a minimum, the following: Vehicle speed Transmission gear Vehicle heading Lateral acceleration Vertical acceleration Longitudinal acceleration and deceleration Brake Application Engine rpm Throttle position Steering input Vehicle braking input (pedal position and brake pressure) Date, time, and location for all data collected The MADAS system will record information and store the critical period of time including 120 seconds before an event and 15 seconds afterwards. It will require a customer supplied portable PC. The MADAS system will include software to download and to use the data. The MADAS system will require no operator input, and until it is triggered by an event all of its' operation will be fully automatic. When an event occurs, the MADAS will provide a fault code to the operator on the main display screen in the cab. When active and ready to record vehicle attributes, it will report that to a visual indicator in the cab. The MADAS system will be capable of recording a minimum of thirty events. Data logger capacity will be indicated to the operator via the main display. Access to the memory for downloading, viewing or deleting will require a pass code. The data software will include native features such as graphing analyses. The system will be designed so that the data being recorded will not be lost or overwritten immediately after the incident due to the use of an emergency shut-off or a master electrical disconnect switch.
7000765	Lighting, Vehicle FMVSS	**Electrical System** **Lighting and Marking System** The vehicle will be equipped with lighting designed and installed to be compliant with requirements of Federal Motor Vehicle Safety Standard - FMVSS 108. **Clearance / Marker Lighting** All clearance and marker lights will be LED type, 24-volt DC. The lights will be placed in the required locations at the front, sides and rear of the vehicle. A minimum of four (4) amber LED side marker lights will be located on each side of the vehicle. One (1) red LED marker light will be located on each side of the vehicle nearest to the rear. Five (5) amber LED clearance lights will be mounted at the front of the vehicle. A centered high mount red LED brake light will be installed at the rear of the vehicle and a series of five (5) red LED clearance lights will be mounted at the rear across the top of the bodywork. **Turn Signal Indicators** Amber LED lights will be integrated into the headlight placed at the front bumper to function as front marker and turn signal indicator lights. Two (2) LED light assemblies will be installed at the rear of the vehicle with integrated reverse, stop, tail and turn light functions. The amber turn signal indicators will be located at the outside edge of each assembly, the red tail/brake lights will be located in the middle and clear backup lights will be located to the inside of the housing. The turn signals will be self-cancelling by the cancel cam in the steering column.
7000475	Lighting, Headlights, LED, FMVSS/ECE, RH Traffic w/DRL	**Headlights** There will be two (2) FMVSS/ECE compliant LED headlights installed, one (1) on each side at the front of the vehicle. The headlights will be certified for local requirements for right-hand traffic (RHT/left-hand steering). A rotary headlight activation switch will be provided on the dashboard and a high/low beam headlight dimmer switch will be provided on the steering column. The headlights will include a daytime running light (DRL) feature. When the transmission is shifted into neutral and the parking brake is set the daytime running lights (DRL)will be deactivated automatically.
7000743	Lighting, Headlights, Alternating, Wig-Wag, W/Mstr Wrn Swt Wig-Wag Swt	**Headlight Alternating Flash** The high beam headlights will have an alternating flash emergency lighting function. An activation switch will be provided in the cab emergency lighting switch panel to control the high beam flash. The headlight flash switch will be enabled only when the ignition and master warning light switches are both in the on position. The alternating flash functions will automatically be deactivated when the headlight switch is active and the high beam headlights are activated.
7000762	Lights, Ground, LED (8)	**Ground Lighting** There will be ground lighting installed under the vehicle to illuminate the adjacent ground/work area. The ground lights will be IP 68 rated Luma Bar white LED strip lights encased in aluminum housings. There will be an ON/OFF ground lighting activation switch located in the cab and in addition, the ground lighting will only operate with the parking brake applied and transmission in neutral. The eight (8) lights will be distributed as follows: Two (2) under the cab doors, one (1) on each side Four (4) under the body compartments, two (2) on each side Two (2) under the rear of the vehicle, one (1) on each side aimed rearward

7000760	Lights, Fog/Driving, FMVSS/ECE	**Fog / Driving Lights** There will be two (2) LED driving lights and two (2) LED fog lights. The lights will be mounted one (1) of each on the left side and one (1) of each on the right side in a common recessed bezel. The fog lights will be located at the front of the vehicle directly below the headlight assemblies. The fog and drive lights will be activated by switched located on the cab dashboard to the left side of the driver.
7000822	Lighting, Accent Lights, LED	**Skidplate Accent Lights** Two (2) 24-volt DC strip lights will be installed on the front skidplates, one (1) on the left side and one (1) on the right side. The lights will operate as additional marker lights.
7000471	Lighting, License Plate, (1) Left Front & (1) Left Rear w/Bracket	**License Plate Illumination** There will be two (2) license plate brackets with LED lights provided on the vehicle to install standard U.S. sized license plates. One (1) license plate bracket with LED illumination will be installed on the left the front skidplate and one (1) license plate bracket with LED illumination will be installed at the left rear of the vehicle. The license plate lights will be activated with the marker lights.
7000757	Cab Worklights, 24VDC, (2) JW Speaker 7250T	**Cab Scene / Worklights** There will be two (2) 24-volt DC J.W. Speaker 7250T light emitting LED front worklights provided above the cab windshield. The spotlights will have a trapezoidal beam pattern with an output of 3,150 raw lumens and an output of 1,400 effective lumens. The light housings will be constructed from black polycarbonate and the lens will be clear polycarbonate. The cab worklights will be activated from an ON/OFF momentary rocker switch in the cab.
7000756	Side Worklights, 24VDC, JW Speaker 7250T, (2) LH & (2) RH	**Scene / Worklights - Side** There will be four (4) 24-volt DC, J.W. Speaker LED side worklights provided on the vehicle. Two (2) lights will be installed on the left side of the vehicle and two (2) lights will be installed on the right side of the vehicle. Each worklight will have a trapezoidal beam pattern with an output of 3,150 raw lumens and an output of 1,400 effective lumens. The light housings will be constructed from black polycarbonate and the lens will be clear polycarbonate. The rear worklights will be switched from an ON/OFF momentary rocker switch in the cab and from an external ON/OFF momentary toggle switch on each side of the vehicle. The exterior toggle switches will activate the worklights on their respective sides.
7000755	Rear Worklights, 24VDC, (2) JW Speaker 7250T, LED	**Scene / Worklights - Rear** There will be two (2) 24-volt DC J.W. Speaker LED rear worklights provided at the top of the of the vehicle bodywork. The spotlights will have a trapezoidal beam pattern with an output of 3,150 raw lumens and an output of 1,400 effective lumens. The light housings will be constructed from black polycarbonate and the lens will be clear polycarbonate. The rear worklights will be switched from an ON/OFF momentary rocker switch in the cab and from an external ON/OFF momentary toggle switch at the rear of the vehicle accessible from ground level. The lights will automatically illuminate when the vehicle is shifted into the reverse gear.
7000747	Lights, Perimeter Warning, Red LED, Whelen 700 Series, Qty (10)	**Warning Lights** **Perimeter Warning Lights** There will be ten (10) Whelen, 700 Series, 3 inch (76.2 millimeter) x 7 inch (178 millimeter) red LED warning lights installed around the lower perimeter of the vehicle at or near bumper height. Three (3) lights will be installed on the left side, three (3) lights will be installed on the right side, two (2) lights will be installed at the front and two (2) lights will be installed at the rear of the vehicle. The perimeter warning lights will be switched independently from upper warning lights.
7000432	Lights, Warning, Top Stand-By, (2) Whelen, L40AP, Amber LED	**Standby Lighting** There will be two (2) Whelen, Model L40AP, amber LED standby beacon lights with amber dome located on the roof of the vehicle. The lights will be located close to the mid-point of the water tank, one (1) on the left side and one (1) on the right side for 360-degree visibility and switched from within the cab.
7000423	Lights, Warning, Upper Front, LED Beacons, (2) Whelen, L40RF	**Front Upper Warning Lights** There will be two (2) Whelen, Model L40, red LED warning beacon lights installed on the roof of the vehicle near the front of the body. One (1) light will be installed on the left side and one (1) light will be installed on the right side. The lights will be activated with the upper warning light switch in the cab.
7000414	Lights, Warning, Upper Rear, LED Beacons, (2) Whelen, L40 Series	**Upper Rear Warning Lights** There will be two (2) Whelen, Model L40BF, red LED warning beacons installed on the roof of the engine cowling at the rear of the vehicle. One (1) beacon will be installed on the left side and one (1) beacon will be installed on the right side. The upper rear warning lights will be activated by a switch in the cab on the left side of the dash panel.

7000751	Lighting, Compartment, MaoMao, LED, White	**Compartment Lighting** There will be 24-volt DC white LED strip lighting provided to illuminate the interior of the compartments. The compartment lighting will be switched with the opening or closing of the roller shutter door with the ignition in the "ON" position. Each compartment will have a magnetic switch to activate and deactivate the compartment lights when the doors are opened or closed. An indicator light in the cab will illuminate when a compartment door is not in the closed position to alert the driver. If the parking brake is released, or the vehicle shifted out of neutral an audible alarm will sound and the compartment door indicator light will flash.
7001935	Generator, Harrison 10 kW Hydraulic, 60 Hz	**Power Generation** There will be a Harrison 10kW, 120/240-volt AC, 60Hz power generator on the vehicle placed in the right rear lower body compartment with full and easy access for maintenance and inspection. The generator will be hydraulic type powered from an on-board PTO and hydraulic power source and be switched from within the cab. An output display and circuit breaker panel will be located adjacent to the generator. The generator will be equipped with an automatic shut-down based on the following conditions: Frequency Too High Frequency Too Low Invalid speed signal from integral hydraulic motor
7000451	Not Provided, Lighting, Cab Floodlights	
7000448	Lighting, Side Floodlights, 120VAC, Tele, (1) Ea/Side FRC K20 LED, Wht Housing	**Side Mounted Widelights** There will be two (2) FRC Spectra, model K20, 20,000 lumen, 120-volt AC LED widelights with white housings provided, one (1) on each side of the vehicle. The lightheads will be adjustable, mounted on manually raised telescopic poles. The lights will be powered by the on board generator electrical system and activated by a switch on the center console in the cab. An indicator light in the cab will illuminate when the lights are not in the stowed position to alert the driver.
7000748	Not Provided, Rear Floodllights	
7000439	Outlets, Compartment, 120VAC, 15A GFI, Duplex, Strt Bld/Twist Lock, (1) Ea/Side	**Outlets** There will be two (2) 120-volt AC, 15-amp duplex receptacles with one (1) NEMA L5-15R twist-lock outlet and one (1) NEMA 5-15R straight-blade outlet provided, one (1) on each side of the vehicle mounted to the rear wall of the front lower body compartments. The outlets will have hinged weatherproof covers and be GFI protected. The compartment outlets will receive power from the on-board generator.
7001348	Batteries, Standard, Lead Acid	**Power Supplies** A 24-volt DC vehicle electrical system will be provided. The vehicle DC power will be supplied by a two (2) alternator charging system with a minimum output of 100 amps each. A warning system will be provided in the cab to indicate an alternator failure. The electrical system will include the following: Four (4) group 31, 12-volt DC maintenance free, top post, flooded lead-acid batteries with a minimum of 950 CCA @ 0 degree F (each) and 190 minutes of reserve capacity @ 25 amps. A warning label will state that connecting incorrectly to a 12-volt DC system will cause electrical system damage. Color coded, heavy duty, insulated battery and ground cables with wire code numbers. A backlit remote voltmeter will be installed adjacent to the batteries to read the battery state of charge. An engine start disable switch will be provided in the left side engine compartment that will prevent the vehicle from being started from the cab during routine maintenance. A lockable total vehicle master electrical disconnect switch rated for full vehicle current to completely de-energize the DC electrical system after the switch. Unused electrical distribution connectors or components located on the walls of the upper and lower compartments will have sturdy protective coverings installed to prevent unwanted contact with stored gear.
7000740	Battery Charger, 85-265 VAC, 25 Amp, 45-65 Hz	**Battery Charger** There will be a Delta Q, 120/220-volt AC, 60/50 Hz waterproof battery charger installed in the right rear engine compartment to maintain the chassis batteries. The charger will incorporate a microprocessor controller and will charge and maintain the batteries automatically.
7000742	Auxiliary Air Compressor, 110V, 50/60 Hz	**Auxiliary Air Compressor** There will be an on board auxiliary air compressor provided to maintain the vehicle's air system pressure powered by the AC inlet connection. The auxiliary air compressor will be mounted on the interior of a compartment. The compressor will be the rocking piston type and will have two (2) aluminum cylinders with an inlet air filter. The air compressor drive will be a totally enclosed, 1/2 horsepower, 120-volt AC motor with capacitor start and thermal protection. The design of the air compressor will allow for minimum vibration to be transferred to the mounting surface.

7000739	Engine Preheater, 110/120V, Scania Engine	**Engine Coolant Preheater** There will be one (1) 110/120-volt AC, 1500-watt engine coolant preheater with thermostat provided to heat and maintain engine temperatures of approximately 100-120 degrees Fahrenheit (38-49 degrees Celsius). The preheater will be connected to and powered by the shoreline inlet on the vehicle.
7000734	Receptacle Inlet, Auto-Eject, Rear, 110V/20A, Batt Chrgr & Cmpr,Seprt EngPrht,Yl	**Receptacle Inlets** There will be two (2) Kussmaul™, 20-amp, 120-volt AC shoreline inlets provided to operate the dedicated 120-volt AC circuits at right rear of the vehicle. One (1) shoreline will be connected to the battery charger and auxiliary air compressor and one (1) shoreline will be connected to the engine pre-heater. The shoreline inlets will include yellow weatherproof flip up covers. There will be a release solenoid wired to the vehicle's starter to eject the AC connectors when the engine is starting. There will be two (2) mating connector bodies supplied with the loose equipment. There will be a label installed near the inlets stating the following: Line Voltage Frequency Load(s) connected to the circuit
7000396	Battery Jumper Studs	**Auxiliary Start Feature** There will be 24-volt DC positive and negative posts for jump starting the vehicle provided in the right engine access compartment. The jumper studs will be located adjacent to the battery box and will have removeable color coded protective plastic covers; a red cover for the positive stud and a black cover for the negative stud.
7000732	Air Inlet Receptacle, Rear, Auto-Eject, Kussmaul	**Air Inlet Receptacle** There will be a pneumatic inlet with yellow weatherproof cover located at rear of the vehicle provided to maintain vehicle air pressure when connected to an external pressurized air source. The air inlet connection will be a quick disconnect type with a check valve installed to prevent air from bleeding out the connector when disconnected. There will be a release solenoid wired to the vehicle's starter to automatically eject the air inlet connection when the engine is cranked. A quick release air inlet connection will be provided and shipped with the loose equipment to install on the compressed air line and the end user's facility.
7000728	Not Provided, Air Outlet Receptacle	**Air Outlet Receptacle** No air outlet receptacle is required.
7000897	Standard Pump & Roll Speed Engine Up To 700HP	**Pump and Roll** The vehicle will be capable of pump and roll operations up to 20 mph (32 km/h) on a hard, level, improved surface.
7000386	Engine, Scania DC16/V8, 670 HP, Tier 4f	**Engine and Accessories** **Engine** There will be a certified EPA Tier 4f, Stage IV, Scania, Model DC16, water cooled V8 design engine with a displacement of 16.4 liters. The engine will produce a maximum of 500 kw (670 hp) and electronically limited to 2,644 Nm (1,950 ft. lbs.) of torque at 2,100 RPM. The engine will have common rail fuel injection system and will be equipped with a single turbo charger with an electronic fuel management system. The engine will have a Selective Catalyst Reduction (SCR) system for the mitigation of engine emissions. The urea tank will be located in the left rear engine cover compartment with a minimum capacity of 27 gallons (102 liters). An engine high idle control will be provided to maintain the engine idle at approximately 1,450 rpm when activated. The control for this system will be safety interlocked to activate only after the transmission has been placed in the neutral position and the parking brake has been set. An electronically controlled engine governor will be provided and set to limit engine speed so that it will not exceed the maximum rpm recommended by the engine manufacturer. **Transmission** There will be an Allison, EVS-4800 Series, planetary type, fully automatic, electronic controlled seven-speed transmission provided. The shift pad for the transmission will be located in the cab to the left of the driver seating position with backlit switched and a gear indicator display. The transmission will be separate from the transfer case and located at the rear for easier maintenance. The seven-speed transmission creates better gear ratios, smoother shifting, and less wear and tear on drive components. The transmission level dipstick will be located in the left rear engine cover compartment. A single speed transfer case with lockable differential will be provided to supply power to both the front and rear axles. The driveline will be composed of heavy duty metal driveshafts with universal joints at each connection yoke. **Power Divider** There will be a power divider to allow the pump to be engaged at any speed or engine RPM and in any gear which is automatically activated for pump operation when the pump switch is engaged from the cab. When in pump mode, the pumping RPM will increase automatically only after a discharge orifice is opened, to minimize heat build-up during standby operation.

7000813	Air Cleaner, Scania Tier 3 & 4f, Single Stage	**Engine Air Cleaner** The engine will be equipped with an easily replaceable canister type single stage air filter with a pleated paper element. The engine fresh air inlet will have a bonnet installed on the intake piping to shed water and will be located on the roof of the vehicle.
7000812	Exhaust, Strt Outlet, Scania Tier 4f Stainless Steel w/Stainless Steel Cap	**Exhaust System** The vehicle will have a vertical stainless steel exhaust stack with a rain cap. The exhaust outlet will be located on the roof of the vehicle.
7000811	Pump, Electric Fuel Priming, Scania	**Fuel Priming Pump** The vehicle fuel system will be equipped with a 24-volt DC electric fuel priming pump. The activation switch will be located on the interior of the left engine compartment near the fuel filters.
7000810	Mudflaps	**Mudflaps** There will be a rubber mud flap provided behind each wheel well to minimize the amount of road debris cast behind the vehicle by the tires.
7000809	Chassis Air, FMVSS, TAK-4 Axles 6x6	**Chassis Air** The vehicle will be equipped with a Bendix, Model AD-IS, air dryer. The air dryer module will include an integrated air dryer, a reservoir, a governor, a heater and four (4) pressure protection valves. The air dryer will incorporate a spin-off replaceable desiccant cartridge. The chassis air system will be supplied by color coded nylon tubing and will have circuit numbers printed on each section of line for easy identification. The color coding on the air lines will be as follows: Red will represent the primary air circuit (rear brakes) Green will represent the secondary air circuit (front brakes) Orange will represent the parking brake and cab air inlet circuit Yellow will represent the parking brake air delivery circuit Blue will designate auxiliary air circuits (air-ride seats, firefighting system air supply, chassis accessories, etc.) Black will represent the rear air inlet and air system drains
7000808	Fuel Tank, 90 G (341 L), Aluminum	**Fuel Tank Capacity** The fuel tank will be constructed from formed and welded aluminum with a fluid capacity of 90 gallons (341 liters). The fuel tank will have a bottom drain plug and the filler pipe will be located no higher than 60 inches (152 centimeters) from ground level. The fuel fill will be located in the left rear engine compartment. The fuel tank cap will have provisions to install a lock to prevent the cap from being removed. An anti-drain vent valve will be installed on the fuel tank to prevent fuel spillage in the event of a rollover. A fuel water separator with drain valve will be provided for the main engine. A label will be provided near the fuel fill indicating that diesel fuel is required.
7000807	Steering System, TAK-4 Front Axle w/Rear Steer, 120WB, FMVSS, 6x6	**FMVSS Steering & Suspension System** The front and rear axles will have adequate capacity to carry the fully loaded vehicle under all intended operating conditions. For vehicle handling, stability and off-runway performance, the axles will have an identical track width of 96 inches (244 cm). The axles will consist of the following: Front Axle - 31,000 pounds (14,061 kg) rating, double reduction (axle housing and wheel end), enclosed steering drive ends, bevel gear differential with driver operated differential lock. Rear Axle - 62,000 pounds (28,123 kg) rating, double reduction (axle housing and wheel end), bevel gear differential with driver operated differential lock. The suspension will incorporate the following design elements: Upper and lower control arms will be used on each side of the axle. Each axle will be equipped with an anti-roll bar for increased cornering stability. Steering and non-steering axles will have an adjustable tie rod for alignment of the wheel to the center of the chassis. Each wheel position will have at least one (1) coil spring and one (1) heavy-duty dual acting shock absorber. All pivot and joints will be designed to meet the 20-year service life of ARFF vehicles and include only two (2) grease points per wheel and with proper Oshkosh factory alignment does not require special maintenance. An off-road, high mobility Oshkosh TAK-4, all-wheel Independent suspension system will be provided resulting in no more than 0.5 g rms acceleration at the seat of the vehicle when traversing an 8 inch (24 cm) half round at 35 mph (56 km/h) without causing injury to the operating personnel, loss of vehicle control, or damage to the vehicle. The design will allow the vehicle to travel safely at minimum off-road speeds of 35 mph (56 km/h). The Oshkosh TAK-4, Independent suspension system design will allow for a minimum of 16 inches (406 mm) of total wheel travel. The chassis will be equipped with power assisted FMVSS compliant steering that will permit manual steering to bring the fully loaded vehicle to a safe stop in the event of power assist failure. A tilt / telescoping steering wheel will be provided. To facilitate a tight cornering radius, to reduce tire scrubbing on the rear tandem, and to provide maximum tire life, the rear most axle in a tandem axle configuration will be steerable and interfaced with the front axle steering by mechanical linkage. The rear steering will be active at all times regardless of vehicle speed.

7000805	Brakes, Drum Brakes, TAK-4 Axle, 120 WB, No CTI, NFPA, 30 Deg Tilt, 6x6	**Brake System** The vehicle will be equipped with a dual air braking system including front and rear brakes with an overall vehicle tread width of 3,048 mm (120 in.) in accordance with FMVSS 121 Legislation. The brakes will be drum type and equipped with automatic brake adjusters, to be clutch and worm drive type. The system will feature a dual type brake treadle valve with separate supply and delivery circuits. The system to include an all-wheel, split-circuit, powered-assisted service brake, a modulated emergency brake, and a parking brake. There will be a 6S-6M electronic antilock brake system with a sensor and modulator at each wheel controlled by an electronic control unit (ECU). The ECU will monitor wheel speed during braking and modulate the brakes when excessive wheel slip or lockup is detected. The ECU will blend the feedback from steering wheel ends to reduce steering wheel pull during an ABS event. There will a be provision for ABS diagnostics provided. The brake system will have the following features: A Bendix AD-IS, automatic air-drying system downstream of the compressor. Air brake chamber for each brake with self-adjusting mechanisms. Drain on all reservoirs controlled from one (1) common location on the exterior of the vehicle. Three (3) quarter-turn air drain valves will be located on the side of the vehicle below the left rear lower body compartment. Visual and audible low air pressure warning device. A manual parking brake valve will be installed in the cab within easy reach of the driver. The brake system will meet the following design requirements: Capacity to increase air pressure in the supply and service reservoirs from 85 to 100 psi (552 to 690 kPa) when the engine is operating at the vehicle manufacturer's RPM in less than 25 seconds. Capacity for buildup of tank pressure from 0 psi (0 kPa) to the pressure required to release the spring brakes within 15 seconds relying solely on vehicle air compressor. Have a volume 12 times the total combined brake chamber volume at full stroke. The brake system will meet the following performance requirements at gross vehicle weight (fully laden): Service Brake: (Depending on truck configuration) Stopping Distance from 20 mph (32 km/h) : Maximum 33 feet (10 meters) Stopping Distance from 40 mph (64 km/h) : Maximum 121 feet (37 meters) Hold Fully Loaded Vehicle: Minimum 50% Grade Ascending & Descending Emergency Brake: (Depending on truck configuration) Stopping Distance from: 64 km/h (40 mph): Maximum 288 feet (86 meters) Parking Brake: Hold Fully Loaded Vehicle: Minimum 20% Grade Ascending & Descending
7002973	Tires, Techking 24R21, No Beadlocks 6x6	**Wheel and Tire Assembly** The vehicle will be equipped with TechKing, Model ETMT, size 24R21 all-terrain radial tires. The tires will be tubeless type with full width steel belting and tread non-directional, mounted on steel wheels.
7000326	Tires, Spare, Techking 24R21, Silver with Drum Brakes, No Beadlocks	**Spare Tire** The quantity of spare tire and wheel assemblies included with the vehicle and shipped loose will be one (1) Each spare tire and wheel assembly will be composed of one (1) new and unused Techking 24R21 ETMT tire and one (1) new wheel assembly. Each spare tire and wheel assembly will be interchangeable with any wheel position on the vehicle.
7001475	Paint, Wheels, Techking	**Wheel Paint Color** The wheels will be painted #101 Gloss Black (FLNA 40119).
7000725	No Upper Ladder	**Upper Mounted Equipment** **Top Mounted Ladder** No ladder or vehicle mounted ladder storage brackets willll be provided.

7000722	Dry Chemical, 550 lb (250 kg)	**Firefighting System** **Complementary Agent System** **Dry Chemical System** **Agent Container and Components** There will be a 550 pound (250 kilogram) capacity dry chemical extinguishing system provided. The powder vessel will be capable of holding potassium based, sodium bicarbonate or other commercially available dry chemical fire extinguishing agents. The weight held in the powder vessel will be dependent on the density of the powder chosen by the end user. The system will include piping, valves, fittings, components necessary for the storage and discharge of dry chemical complementary agent. The container will be constructed and stamped in accordance with ASME Code for Unfired Pressure Vessels. An over pressure safety valve will be integrated into the system. The system will include the following: Quick acting agent system activation controls will be easily accessed by the seated driver and at least one (1) other crew position. Similar controls will be located near the agent handline (if equipped). Cab mounted pressure indicators will be installed that, when the system is activated, will allow the vehicle operator to determine the propellant reservoir pressure as well as the system operating pressure. There will be system clean out / blowdown provisions utilizing the propellant for purging dry chemical agent from all discharge piping and hose after use, saving the remaining dry chemical powder in the vessel. There will be a feature to "fluff" the dry chemical powder within the storage vessel to prevent caking. The procedure will not require the system to be opened or discharge any powder. A 24-volt DC electric winch will be provided to lift and lower the nitrogen cylinder from the ground level to the stored position. The design will be such that it will allow the operator to perform the nitrogen cylinder servicing without the need for any heavy lifting. Remote LED bar graph type pressure gauges will be provided in the cab on the firefighting display to indicate system operating pressure and the propellant cylinder pressure. **Propellant, Propellant Containers and Components** The propellant gas will be dry nitrogen. All propellant gas cylinders and valves will comply with United States Department of Transportation (DOT) requirements (if provided with the vehicle from the manufacturer). The propellant gas cylinder(s) will be stored vertically and will be easily loaded and removed with the assistance of the integrated lifting device and cylinder guide. One (1) propellant cylinder lifting cradle will be supplied with the system for vehicle storage of one (1) cylinder. A lifting cradle constructed from formed and welded aluminum will be provided. The lifting cradle will be utilized as part of the propellant cylinder storage within the compartment. After the lifting cradle is moved into the storage position there will be a bracket installed to retain the cradle. The cradle will remain installed in the vehicle until the propellant cylinder requires service or replacement.
7000718	Dry Chemical Fill Funnel	**Dry Chemical Fill Funnel** There will be one (1) dry chemical fill funnel provided and shipped loose with the vehicle. The funnel will measure approximately 18 in. (457 mm) high, 17 in. (432 mm) in diameter at the top opening and 3.75 in. (953 mm) at the bottom opening.
7000721	Nitrogen Cylinder, 400 Cubic/Ft., Full	**Nitrogen Propellant Cylinder** There will be one (1) full 400 ft³. (11,327 liter) when pressurized to 2,640 psi (182 bar) Nitrogen cylinder(s) provided and mounted in the truck with a pressure gauge and removable carrier. All propellant gas cylinders and valves will comply with United States Department of Transportation (DOT) requirements. Propellant gas cylinder(s) will be stored vertically and must be easily loaded and removed with the assistance of an integrated lifting device and cylinder guide.
7000296	Spare Nitrogen Cylinder, 400 Cubic/Ft., Empty	**Spare Nitrogen Cylinder** There will be one (1) empty 400 ft³. (11,327 liter) when pressurized to 2,640 psi (182 bar) dry nitrogen propellant gas cylinder(s) with pressure gauge provided and shipped loose with the vehicle.
7000274	Foam System, 3% Around The Pump w/ECO	**Water and Foam Systems** **Around the Pump Foam Concentrate Proportioner** The vehicle will be equipped with an "around the pump" (ATP) foam proportioning system capable of metering select 3% foam concentrates in accordance with NFPA. Provisions for flushing the foam system with clean water will be provided. A proportioning plate for 6% foam concentrates will be provided mounted in the left rear lower body compartment of the vehicle. **Oshkosh Eco-EFP™ Foam Measurement System** A secondary surrogate foam testing system will be provided to measure the foam proportioning system performance from every discharge on the vehicle without necessitating the actual discharge of foam into the environment. The system will measure discharge flow rates for each discharge on the vehicle. The system will be fully on-board, integrated into the vehicle plumbing and the around the pump foam proportioning system. It will measure both the solution and foam fluid flow rates using only water. The system will have ability to archive foam test data for all individual discharges and provide a time and date stamp for up to three (3) years of data. An electronic display will be placed near the water pump in the left rear lower body compartment. The display will provide access to view or control system settings, diagnostics functions, current and historical data and system test function. A USB port will provided to download digital data.

7000265	Foam Fill, LH, LH Pneumatic Transfer Pump, Fill/Drain Inlet w/Bypass	**Foam Transfer Pump** There will be a Yamada, Model NDP-20, pneumatic diaphragm foam transfer pump permanently mounted in the left rear lower body compartment. The foam transfer pump will have the capability to fill or drain the vehicle foam concentrate tank. The foam transfer pump will share the primary inlet/drain connection on the left side of the vehicle and will have a selectable valve to bypass the foam transfer pump in the compartment. **Foam System Piping** There will be one (1) 1.5 in. (38 mm) NSFHT threaded combination foam reservoir fill/drain connection provided on the left side of the vehicle below the left rear lower body compartment.
7000261	Foam Fill Plugs, 1.5" (38 mm) NSFHT Plug w/Link Chain	**Foam Fill/Drain Connection** The foam fill/drain connection(s) will include one (1) 1.5 in. (38 mm) NSFHT threaded plug(s) with link chain to retain the plug(s) when removed.
7000711	Lights, Foam Tank Level, Left & Right Exterior, No Label	**Foam Tank Level Lights** There will be four (4) LED foam tank level indicator lights provided on the upper exterior of the left side and right side of the vehicle. The level lights will be vertically stacked and will include the following colors top to bottom: amber, amber, amber, red
7000250	Structural System, 2.5" & 5" (64 mm & 127 mm) w/Aut Suct & Fill Frm Drft, 2K Pmp	**Structural Fire Fighting System and Control Panel** There will be a Class "A" structural firefighting system capable of 1,000 gpm (3,785 lpm) discharge with fill from draft feature and priming pump provided. All primary pump suctions, controls and operator panel will be located in the left rear lower body compartment with a roll-up door for easy access. One (1) 6 inch (152 millimeter) NPT male pump suction inlet connection equipped with a .25 inch (6.35 millimeter) strainer will be installed in the left rear lower body compartment. A mating cap will be provided that will be capable of withstanding pressures of 500 psi (34.5 bar). A manually operated 2.5 inch (64 millimeter) pump suction inlet connection will be installed in the left rear lower body compartment. The pump suction inlet connection types will be described later in this specification. An auto-suction valve will be installed on the large diameter pump suction inlet.
7000707	Display, Structural, Left Side Body Compartment	**Structural Panel Display** A pump operator's station with LCD display and switch panel will be provided in the left rear lower body compartment. The panel will include at a minimum the following gauges: Engine tachometer gauge Pump discharge pressure gauge Pump suction pressure gauge Engine oil pressure gauge Engine coolant temperature gauge Water tank level gauge Foam tank level gauge The following functions and devices will be provided as part of the structural panel: Manually adjustable pilot relief valve with strainer A mechanical switch to control the operation of the priming pump (if equipped) Structural panel activation switch Water tank valve open / closed switch A means of selecting water or foam induction for discharge Pressure governor / Engine RPM control Increase / Decrease hand throttle or system pressure switch Preset / Idle switch Panel illumination Flush mode activation switch
7000239	Structural/Suction Cap & Plug, 2.5"&4.5" (64mm & 114mm) NSFHT w/AutoSctVa w/Link	**Structural Pump Suction Inlets** **Large Diameter Inlet** The left large diameter pump suction inlet will have a 4.5 inch (114.3 millimeter) NSFHT male connection with female blind cap. The blind cap will have a link chain tether. **Small Diameter Inlet** The small diameter pump suction inlet will have a 2.5 inch (64 millimeter) NSFHT female swivel coupling with a male blind plug. The blind cap will have a link chain tether.
7000835	Discharge Piping, (1) LS & (1) RS 2.5" (64 mm) w/SCBA Storage w/PSI & Structural	**Discharge Piping** There will be two (2) unregulated, manually operated, 2.5 inch (64 millimeter) structural discharges provided. One (1) will located in the left front lower body compartment and one (1) will be located in the right front lower body compartment. The discharges will have NSFHT threads and will each be equipped with pressure gauges and bleeder valves. Storage for two (2) SCBA cylinder will be provided on both left and right side front lower body compartments in the discharge panel adjacent to the discharges.
7000225	Discharge Caps, 2.5" (64 mm) NSFHT Female Caps w/Link Chain	**Discharge Caps** The two (2) 2.5 inch (64 millimeter) discharges will have NSFHT blind caps and link chain lanyards.

7000614	Tank, 3,000 G (11,356 L) Water/420G (1,590 L) Foam	**Water Tank** There will be a water and foam tank constructed of UV resistant Polypropylene material provided. The minimum tank capacity will be 3,000 gallons (11,356 liters) of water and 420 gallons (1,590 liters) of foam concentrate with a top-fill opening of at least 27 inches (689 millimeters) for water and 23 inches (584 millimeters) for foam. Both reservoirs will be vented with overflow directed to the ground. The tank will be fitted with longitudinal and transverse baffles, anti-swirl baffles, a sump and isolation valve.
7000692	Lights, Water Tank Level, LS & RS Exterior, No Label w/Fbrg	**Water Tank Level Lights** There will be four (4) LED water tank level indicator lights provided on the upper exterior of the vehicle's body on both the right and left side vertically stacked and include these colors from top to bottom: blue, blue, blue, red
7000690	Pump, Water, Cast Iron, Waterous CRQB, 2,000 gpm (7,570 lpm)	**Water Pump and Pump Drive** The water pump will be a Waterous, Model CRQB (also commonly referred to as Model CR), single stage centrifugal design that meets all requirements of ICAO, NFPA 414 as well as FAA Advisory Circular 150/5220/10E. The pump will have a rated capacity of at least 2,000 gpm (7,511 lpm) at an operating pressure of 250 psi (17 bar) with suction vacuum at the manifold inlet of 9 IN-Hg. The pump gearbox will be driven by a driveline from the truck power divider. The pump and pump transmission will have the ability to run continuously without overheat issues in ambient temperatures up 122 degrees Fahrenheit (50 degrees Celsius). The pump body will be vertically split on a single plane for easy removal of the entire impellor assembly including the bronze wear rings. The pump will be constructed of the following materials: Pump Body: Cast gray iron, class 35, 35,000 PSI tensile strength. Impeller: Silicon brass, UNS C87500, 60,000 PSI tensile strength. Impeller Shaft: 17-4 stainless steel, 135,000 PSI tensile strength. Wear Ring: High leaded tin bronze, UNS C93200, 35,000 PSI tensile strength. The water pump will be gravity primed from the vehicle water reservoir. The vehicle will have a water piping system allowing the pump to remain primed while the water pump is not engaged. This reduces the time to discharge water when a discharge is opened providing immediate operations and a quicker response to a user input. The pump drive will be through a power divider to allow the pump to be engaged at any speed and in any gear, which is automatically activated for pump operation when the water pump switch is engaged from the cab. When in pump mode, the pumping RPM will increase automatically only after a discharge orifice is opened, to minimize heat build-up during standby operation. A pressure relief protection system will be provided to prevent over pressurization of the water piping system. An automatic pump overheat protection system will be provided that will discharge to the ground. The pump body and gearbox will be painted in a durable red primer. The entire pump will be bench tested at the original manufacturer to include 400 PSI pressure test and capacity test. A test certificate will be provided with the vehicle.
7000687	Piping, Water Fill, (1) LS & (1) RS 2.5" & 4.5" (64 mm & 114 mm)	**Piping, Coupling, Connections and Valves** **Water Fill Piping** There will be one (1) 2.5 inch (64 millimeter) NPT male and one (1) 3 inch (76.2 millimeter) NPT male water fill inlet provided on the left side of the vehicle and one (1) 2.5 inch (64 millimeter) NPT male and one (1) 3 inch (76.2 millimeter) NPT male water fill inlet provided on the right side of the vehicle. The water fill piping will be sized to permit filling in no more than 2 minutes from an 80 psi (5.5 bar) supply source. The water fill connection types for each will be defined later in this document. The water fill piping will be constructed of welded passivated stainless steel with victaulic and threaded connections where necessary. All components in the water fill piping will be manufactured from stainless steel, brass or other corrosion resistant materials. There will be a brass unibody ball valve with stainless steel ball and manually operated quarter-turn handle to control the supply of water to the tank. Each inlet will have a .75 inch (19 mm) drain port with a quarter-turn valve. The drains will each extend through the compartment floor and drain onto the ground below the body.
7000206	Plugs, Water Fill, 2.5" (64 mm) NSFHT w/Link Chain	**Water Fill Caps** The water fill will be provided with two (2) 2.5 inch (64 millimeter) NSFHT swivel and a 2.5 inch (64 millimeter) NSFHT blind male plug with link chain lanyard.
7000040	Caps, Water Fill, 4.5" (114 mm) NSFHT w/Link Chain	**Water Fill Caps** The water fill will be provided with two (2) 4.5 inch (114.3 millimeter) NSFHT male adapter and a 4.5 inch (114.3 millimeter) NSFHT blind cap with link chain lanyard.
7002294	304 Stainless Steel	**Water/Foam Piping Material** The water and foam system piping material will be 304 stainless steel.

7000145	Preconnect Handline, Primary, 200'(60m) x 1.75"(45mm) Wht Hs @ 95gpm(360lpm)	**Preconnected Handlines / Crosslays** **Primary Preconnect Handline** There will be a primary, preconnected handline for the discharge of water/foam provided in the forward portion of the front lower body compartments. The crosslay will be transversely mounted with access from the left or right side of the vehicle. The preconnected handline will include 200 feet (60 meters) of 1.75 inch (45 millimeter) white woven soft jacketed hose. An Elkhart Brass pistol grip handline nozzle will be provided on the handline. The minimum discharge flow rate for the primary handline will be 95 gpm (473 lpm). A removeable slide-out, polypropylene plastic crosslay hose storage tray will be provided. The hose sections and handline nozzle will be shipped with the loose equipment.
7000641	Automatic Activation, Preconnect Handline	**Primary Preconnect Activation** The primary crosslay handline will have automatic activation with controls located in the cab and in the front lower body compartments near the crosslay handline. A safety interlock system will be provided that will only allow charging of the handline after all the hose has been deployed from the crosslay. An indicator light will be provided in the cab to alert operators when the crosslay hose is fully deployed from the primary preconnect hose tray. Throttle ramp up for the pumping RPM will be accomplished automatically when the handline discharge nozzle is opened. An override throttle control will be provided for the initial charging of the primary preconnected hose should the throttle not ramp up automatically due to a kink in the soft jacketed hose or flow through the handline being too low.
7000136	Preconnect Handline, Secondary, 200'(60m) x 1.75"(45mm) Yel Hs @ 95gpm(360lpm)	**Secondary Preconnect Handline** There will be a secondary, preconnected handline for the discharge of water/foam provided in the forward portion of the front lower body compartments. The preconnected handline will include 200 feet (60 meters) of 1.75 inch (45 millimeter) yellow woven soft jacketed hose. An Elkhart Brass pistol grip handline nozzle will be provided on the handline. The minimum discharge flow rate for the secondary handline will be 95 gpm (360 lpm). A removeable slide-out, polypropylene plastic crosslay hose storage tray will be provided. The secondary preconnected handline hose sections and handline nozzle will be shipped with the loose equipment.
7000640	Automatic Activation, Preconnect Handlines	**Secondary Preconnect Activation** The secondary crosslay handline will have automatic activation with controls located in the cab and in the front lower body compartments near the crosslay handline. A safety interlock system will be provided that will only allow charging of the handline after all the hose has been deployed from the crosslay. An indicator light will be provided in the cab to alert operators when the crosslay hose is fully deployed from the secondary preconnect hose tray. Throttle ramp up for the pumping RPM will be accomplished automatically when the handline discharge nozzle is opened. An override throttle control will be provided for the initial charging of the secondary preconnected hose should the throttle not ramp up automatically due to a kink in the soft jacketed hose or flow through the handline being too low.

7002449	Low Attack, Elkhart Scorpion	**Lower Discharge** **Low Attack Bumper Turret** There will be a front bumper mounted Elkhart Brass Scorpion turret installed on a low attack boom. The lower discharge will have water/foam discharge rates of 625/1,250 gpm (2,365/4,731 lpm) with a minimum straight stream cast distance of 230 feet (70 meters). The bumper turret will have the following design and performance features: **Turret Sweep Assembly** The turret sweep assembly will consist of two (2) swivel joints allowing the turret to sweep in both horizontal and vertical planes. The horizontal axis rotation will allow the turret discharge to be directed at least 90 degrees to either side of center for a minimum of 180 degree horizontal sweep. The elevation axis will allow the nozzle to be elevated at least 45 degrees above the horizontal and be depressed to discharge agent within 30 feet (9 meters) of the front of the vehicle with the boom in the fully raised position. The turret assembly will be equipped with an auto leveling feature to maintain a consistent turret discharge angle regardless of the position of the boom mechanism during raising or lowering operations. Both the horizontal and vertical drive motors will be permanent magnet type, 24-volt DC electric gear motors and will have a clutch mechanism and/or limit switches to prevent damage to the motors at rotation limits. The motors will be sealed to NEMA 4 requirements. **Controls** An electronic joystick control will be provided in the cab located within easy reach of the driver and turret operator/officer seating positions with integrated switches for the following: Water/Foam discharge activation with LED indicator light (momentary or maintained) Water/Foam discharge rate with LED indicator light, if applicable Auxiliary agent activation with LED indicator light, if applicable Nozzle pattern from straight stream to fully dispersed (fog pattern) The joystick fore/aft and left/right inputs will be used to control the movement of the turret position on the X and Y axes. The turret movement speed in the horizontal and vertical planes will be proportional to the amount of input angle applied to the joystick. A switch panel will be installed directly behind the joystick with rocker switches for the following functions: Turret deploy/stow Turret oscillate activation Turret mounted floodlight activation, if applicable Low attack boom up/down movement activation The rocker switches will be backlit and will be dimmable in tandem with all other cab control switch backlighting. The normal backlighting color will be white and should a malfunction occur, the switch backlighting color will change to red to indicate there is a fault with the control or turret for the lower discharge. **Low Attack Boom Design** The low attack assembly will be capable of being lowered from the stored position near bumper height to the fully lowered position with the centerline of the turret discharge approximately 24 inches (610 millimeters) above the ground. The low attack boom will utilize a 24-volt DC motor to drive a hydraulic pump when actuated. The hydraulic pump will power two (2) hydraulic cylinders to lower and raise the boom assembly. A linear potentiometer and a proximity switch will be used to determine and communicate the position of the low attack boom during operation with the vehicle firefighting system. The turret assembly will be attached to the front bumper of the vehicle and will be mounted onto the low attack boom. The turret mounting and boom will be adequately reinforced to sustain all anticipated loads and reaction forces when the bumper discharge is activated. The design will allow the turret and nozzle to be stored in a position providing minimum protrusion from the front of the vehicle to maintain a 30 degree angle of approach.
7002446	Akron Akrochem, Non-Air Aspirating (NASP) Hydrochem, Scorpion	**Lower Discharge Nozzle** **NASP Hydrochem Nozzle** An Akron Akrochem hydrochem nozzle will be provided on the lower discharge with variable pattern control and an automatic flow mechanism. The automatic flow mechanism will maintain consistent discharge pressure and flow whether in the straight stream or fully dispersed (fog) pattern. The nozzle will be a non-air aspirating (NASP) type with 24-volt DC powered electric infinitely variable pattern actuation for straight stream or fog pattern selection. To maximize distance and accuracy of the dry chemical discharge, the dry chemical powder will be entrained within the water stream. The dry chemical agent discharge rate of the nozzle will be a minimum of 16 pounds (7 kilograms) per second. The nozzle patterns will meet or exceed all performance requirements defined in the latest edition of NFPA-414.
7000632	Light, Turret, Bumper, (1) LED, Low Attack	**Bumper Turret Lighting** There will be one (1) J.W. Speaker, model 735 24-volt DC light emitting diode (LED) spot light provided on the bumper turret. The spot light will follow the bumper turret movements on the vertical and horizontal axes and will be controlled by a switch bank located near the bumper turret joystick.

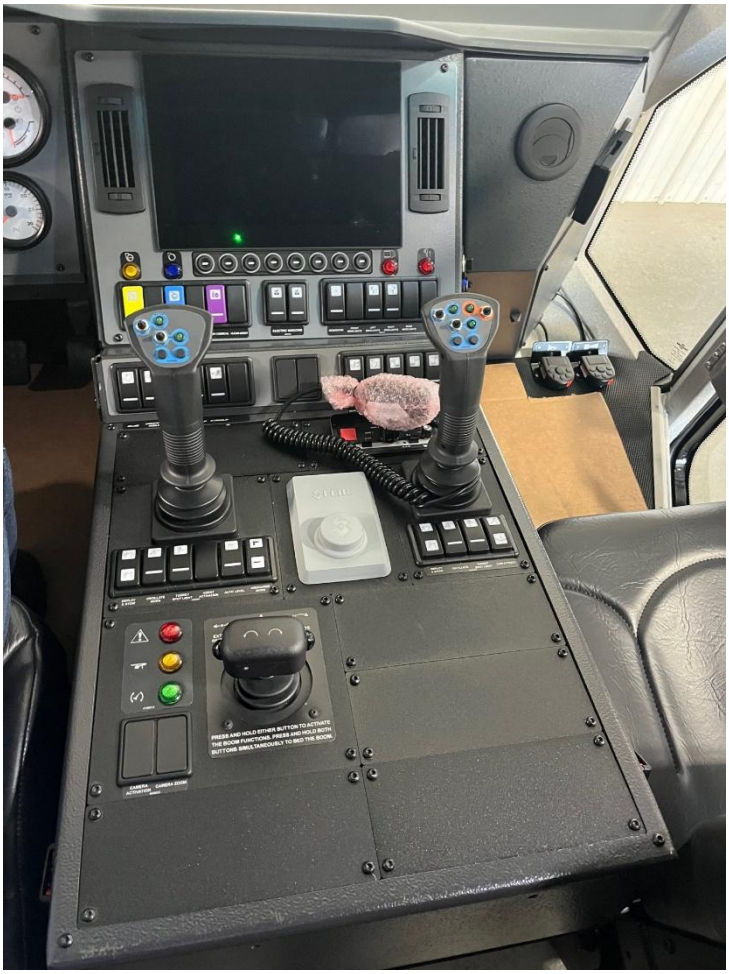
7002865	Elkhart Brass Cobra	**Upper Mounted Discharge** **Roof Turret** There will be a high volume Elkhart Brass Cobra turret installed on the roof of the vehicle. The upper discharge will have a water/foam flow discharge rate of 625/1,250 gpm (2,366/4,732 lpm) with a minimum straight stream cast distance of 230 feet (70 meters). The turret will include the following design and performance features: **Turret Sweep Assembly** The nozzle sweep assembly will consist of two (2) separate swivel joints allowing the nozzle to sweep in both the horizontal and vertical planes. The horizontal rotation axis will allow the nozzle to be directed at least 135 degrees to either side of center for a minimum of 270 degrees of horizontal sweep. The vertical elevation axis will allow the nozzle to be elevated at least 45 degrees above horizontal and be depressed 15 degrees below horizontal. Both horizontal and vertical drive motors will be permanent magnet type, 24-volt DC electric gear motors and will be with a clutch mechanism and/or limit switches to prevent damage to the motors at rotation limits. The motors will be sealed to NEMA 4 requirements. **Controls** An electronic joystick control will be provided in the cab located within easy reach of the driver and turret operator/officer seating positions with integrated switches for the following: Water/Foam discharge activation with LED indicator light (momentary or maintained) Water/Foam discharge rate with LED indicator light, if applicable Auxiliary agent activation with LED indicator light, if applicable Nozzle pattern from straight stream to fully dispersed (fog pattern) The joystick fore/aft and left/right inputs will be used to control the movement of the turret position on the X and Y axes. The turret movement speed in the horizontal and vertical planes will be proportional to the amount of input angle applied to the joystick. A switch panel will be installed directly behind the joystick with rocker switches for the following functions: Turret deploy/stow Turret oscillate activation Turret mounted floodlight activation, if applicable The rocker switches will be backlit and will be dimmable in tandem with all other cab control switch backlighting. The normal backlighting color will be white and should a malfunction occur, the switch backlighting color will change to red to indicate there is a fault with the control or turret for the upper discharge. **Turret Body Design** The turret body assembly will be made from hard anodized Elk-O-Lite aluminum alloy for long life and corrosion resistance. The turret assembly and mounting will be adequately reinforced to sustain all anticipated loads and reaction forces when discharging. The design will allow the turret to be stowed in compact a position.
7002860	Elkhart, Non-Air Aspirating (NASP) Water/Foam, Cobra	**Upper Discharge Nozzle** **NASP Nozzle** An Elkhart Brass nozzle will be provided on the upper discharge with variable pattern control and an automatic flow mechanism. The automatic flow mechanism will maintain consistent discharge pressure and flow whether in the straight stream or fully dispersed (fog) pattern. The nozzle will be a non-air aspirating (NASP) type with 24-volt DC powered electric infinitely variable pattern actuation for straight stream or fog pattern selection. The nozzle patterns will meet or exceed all performance requirements defined in the latest edition of NFPA-414.
7000587	Light, Turret, Roof, (1) JW Speaker LED, Cobra 625/1,250 gpm (2,366/4,732 lpm)	**Roof Turret Lighting** There will be one (1) 24-volt DC J.W. Speaker light emitting diode (LED) spotlight provided on the roof turret. The spotlight will have an output of 3,680 effective lumens. The spotlight will be controlled by an activation switch adjacent to the roof turret joystick.
7001482	Lower Discharge Left Side, Upper Discharge Right Side	**Joystick Location** The turret control joysticks will be located on top of the center console between the driver and turret operator seating positions. The lower discharge joystick and switch panel will be mounted on the left side of the center console, nearest the driver and the upper discharge joystick and switch panel will be mounted on the right side of the center console, nearest the turret operator.
7000601	Platform, Roof Turret w/500 lb. (227 kg) Dry Chemical	
7002958	Nozzles, Undertruck (4) Elkhart Brass 19 gpm (72 lpm) Each	**Undertruck Nozzles** There will be four (4) undertruck nozzles provided to discharge water/foam beneath the vehicle as well as the inner sides of the wheels and tires spaced in a pattern from the front axle to the rear axle of the chassis. The nozzles will be brass construction and will be capable of flowing 19 gpm (72 lpm) each with a total flow of 76 gpm (288 lpm). The undertruck nozzles will be activated by a switch in the cab.

7000795	Standard Compartment Component, Gortite Aluminum Roller Shutters	**Body Components** **Compartments** The body compartments will be weather-tight, vented and drained to allow collected water to run out under the vehicle. Each compartment will be equipped with Gortite brand roller shutter type doors. The doors will have replaceable aluminum slats with an anodized finish. The door lift bar will be constructed from round stainless steel and will have adequate room to be operated with a gloved hand. The spring loaded compartment door roller mechanism will be 3 inches (7.62 mm) in diameter to provide maximum interior space. The vehicle will have adequate compartment space to enclose the firefighting systems and storage of rescue equipment. The body construction will include one (1) upper body compartment and two (2) lower body compartments per side for a total of three (3) on the left and three (3) on the right. The lower compartments will have minimum door opening sizes of 50 inches (127 cm) in height and 62 inches (157.4 cm) in width. The total compartment space will be = 303.33 ft³. (8.59 m³) The left side compartment interior dimensions will be the following: Left side upper: 27 inches (685.8 mm) high x 30 inches (762 mm) wide x 28 inches (711.2 mm) deep = 13.125 ft³. (.37 m³) Left side front lower: 50inches (1,270 mm) high x 63 inches (1,600.2 mm) wide x 38 inches (965.2 mm) deep = 69.27 ft³. (1.96 m³) Left side rear lower: 50 inches (1,270 mm) high x 63 inches (1,600.2 mm) wide x 38 inches (965.2 mm) deep = 69.27 ft³. (1.96 m³) The right side compartment interior dimensions will be the following: Right side upper: 27 inches (685.8 mm) high x 30 inches (762 mm) wide x 28 inches (711.2 mm) deep = 13.125 ft³. (.37 m³) Right side front lower: 50 inches (1,270 mm) high x 63 inches (1,600.2 mm) wide x 38 inches (965.2 mm) deep = 69.27 ft³. (1.96 m³) Right side rear lower: 50 inches (1,270 mm) high x 63 inches (1,600.2 mm) wide x 38 inches (965.2 mm) deep = 69.27 ft³. (1.96 m³) The compartments will be fabricated from formed, welded and riveted aluminum sheet material. The interior of the compartments will be chemically pre-treated and painted with a durable grey spatter type textured finish.
7000794	Compartment Matting, PVC Rubber Matting, All Floors and Shelves	**Compartment Matting** The vehicle will have matting placed in the bottom of each body compartment and the bottom of each shelf. The matting will be extruded PVC type or approved equivalent. The matting will be impervious to water or foam. The matting will afford some amount of protection for the floor finish and keep objects from direct contact with the shelving and compartment floor. The matting will allow water to flow to any drains or lowermost part of the compartment floor.
7000793	Rear Access, Vertical Rear Access Ladder	**Rear Access Ladder** There will be a sturdy vertical ladder attached at the center of the vehicle at the rear of the vehicle to provide access to the roof. The ladder will have a folding design so the lower most section can be stowed out of the way. The folding section will have a positive latching system with latches on both sides to keep the ladder safely in place. The ladder will be constructed from high-grip knurled aluminum material. **Handrails** There will be extruded aluminum slip-resistant handrails or guardrail at all steps, walkways, and elevated workstations. **Running Boards, Steps, And Walkways** Running boards, step surfaces, ladder rungs, walkways, and catwalks will have anti-skid treads.
7000552	Rear Body Doors, Rollup Doors With Step & Level Lights	**Rear Engine Access Doors** Walk-in access to the engine, cooling system and electrical components will be provided on each side of the vehicle by large, vertical roller shutter type doors. The doors will have aluminum slats with an anodized finish. The individual door slats will be replaceable. The opening lift bar will be constructed from stainless steel and will be an easy to open with a gloved hand. An audible alarm will activate in the cab when doors are opened and vehicle is shifted out of neutral or the parking brake released. A heavy duty manually deployed step will be provided for maintenance access to the engine compartments. The steps will have a pin to retain them in the stowed position and will tilt down into place; one (1) on the left side of the vehicle and one (1) on the right side of the vehicle.

7000200	Reel, Air & Elec, 200' (60m) x .5" (12mm) Hose & 200' (60m) x 12/3-20A Crd	**Left Upper Compartment** **Air Reel** There will be an air hose reel provided in the left front upper body compartment mounted to the floor equipped with 200 feet (60 meters) of 0.5 inch (12.7 millimeter) I.D. hose. A 0.375 inch (9.6 millimeter) NPT fitting and female style quick disconnect will be connected to the end of the hose. A four-way roller guide will be provided for the hose reel to prevent the hose from chafing and kinking. The hose will be equipped with a rubber ball stop to prevent the hose from pulling through on the roller guides during rewind operations. The hose reel will have a 24-volt DC electric rewind motor and provisions for manual rewind should there be an electrical failure. The manual rewind handle will be securely stored in the compartment near the hose reel. A pressure protected air supply from the chassis air system will be connected to the hose reel. The air supply lines will be routed with minimum bends and will be routed and guarded from damage. **Cord Reel** There will be an electric cord reel provided in the left front upper body compartment mounted to the ceiling equipped with 200 feet (60 meters) of 12/3 SO cable. The cord reel will be wired through a 120-volt, 20 amp GFCI circuit breaker and receive its power from the generator. A four-way roller guide will be provided for the cord reel to prevent the cord from chafing or kinking. The cord will be equipped with a rubber ball stop to prevent the cord from pulling through the roller guides during rewinding operations. The cord reel will have a 24-volt DC electric rewind motor and provisions for manual rewind. The manual rewind handle will be securely stored in the compartment near the cord reel.
7002568	Reel, Dual Agent, Fixed w/Roll, 100' (30m) x1"(25mm)Hose @ 60 gpm (227 lpm)	**Left Front Lower Compartment** **Dual Agent Hose Reel** There will be a fix mounted dual agent hose reel for dry chemical and water/foam discharge in the left front lower body compartment equipped with 100 ft. (30 m) of 1 in. (25 mm) dual agent twinned booster hose. The hose reel will be equipped with a 24-volt DC electric rewind motor and will have manual rewind provisions in case of an electrical failure. The manual hand crank will be mounted in the compartment adjacent to the hose reel. A "Hydro-Chem" handline nozzle will be installed at the end of the hose reel capable of discharging 60 gpm (227 lpm) of water/foam solution and 7 lbs./second (2.3 - 3.2 kg/second) of dry chemical powder with a minimum range of 80 ft. (24 m). Charging of the dry chemical tank and dry chemical handline will be possible from the dry chemical activation switch adjacent to the reel. Dry chemical blowdown procedures will be activated from within the cab. Water pump engagement and foam system activation will be activated from within in the cab or at the structural panel if equipped. The water/foam discharge will be activated by a manually operated quarter turn ball valve. The valve will have a push/pull "T" handle with position locking feature to maintain a partially open position if required. Water/foam reel blow down will be accomplished by a manually operated pneumatic switch at the reel to evacuate the water/foam hose of the wet agent with compressed air. Roller guides will be provided at the sides and bottom of the hose reel to assure ease of deployment when hose is taken off the reel and during rewind operations. A tension device will be installed to prevent the unreeling of the hose when the water/foam or dry chemical lines are charged.
7000018	Shelf, (1) Fixed, Height Adjustable	**Right Front Compartment** There will be one (1) height-adjustable fixed shelf mounted in the right front lower body compartment. The shelf will have exterior dimensions of 23.25 inches (590 millimeters) wide and 24.38 inches (620 millimeters) deep. The left, right, and rear sides of the shelf will be 7.75 inches (197 millimeters) high and will taper down at a 45 degree angle toward the 2.5 inch (64 millimeters) high front face of the shelf. The shelf will be constructed of .188 inch (5 millimeter) thick formed aluminum with welded corners and will be painted with a mulitspec paint to match the compartment interior. The corners of the shelf will be open to allow water to drain out.
7002592	Shelf, (1) Fixed, Height Adjustable	**Right Rear Compartment** **Fixed Shelf** There will be one (1) height-adjustable fixed shelf provided in the right rear lower body compartment.
7000856	RFP Location, Neenah, WI	

7001094	Manual, Operator's, (1) Hard Copy, (1) USB Flash Drive, English	**Manuals** The manuals provided will be in a commercial format utilizing primarily line art for parts identification/assembly drawings and a combination of line art and photographs for service and operations related information. Manuals will be identified with a title page to distinguish them from one another. **Web Based Support** A 24-hour web-based parts and service system will be accessible via an internet browser. Features of this website will include the following: A user-specific, secure login Access to digital copies of service bulletins and technical instructions Access to digital copies of vehicle-specific operator and service manuals, schematics, service diagrams, and parts books An aftermarket parts catalog with live inventory level information A customer support contact page **Operator's Manual** One (1) hard copy and one (1) digital copy on USB flash drive of the vehicle operator's manual will be provided in the English language. The operator's manual will provide all information required for the safe, efficient operation of the vehicle fire extinguishing systems, equipment, special attachments or auxiliary support equipment. The operator's manual will include: Drawings and descriptions of locations and functions for all controls and instruments Safety information consistent with NFPA and OSHA safety standards All operational checks, inspection procedures, and adjustments prior to putting the vehicle into service upon receipt from the manufacturer Disabled vehicle towing procedure Tire changing procedure Tie-down procedures/lashing for vehicle transport via lowboy trailer Step by step procedures and descriptions to operate the vehicle, firefighting systems, and auxiliary equipment Draining, flushing, re-servicing, etc. post operation procedures Operator daily maintenance inspection checklist and basic troubleshooting procedures Periodic and preventative maintenance schedule in hours, miles, time period, etc. The operator's manual will contain line art drawings of the left side, right side, front, and rear of the vehicle exterior showing basic dimensions and weights. The weights provided will be total vehicle and individual axle weights when unladen (no agent, occupants or equipment).
7001096	Manual, Service/Maintenance, (1) Hard Copy, (1) USB Flash Drive, English	**Service and Maintenance Manual** One (1) hard copy and one (1) digital copy on USB flash drive of the service and maintenance manual will be provided in the English language. The manual will cover vehicle maintenance, troubleshooting and repair procedures ranging from minor to major services. The manual will identify all special tools and testing equipment for inspection, servicing and maintenance. The manual will contain: Performance specifications Tolerances Fluid capacities Current, voltage and resistance data Test procedures Illustrations and exploded views of assemblies Table of contents Alphabetical index Preventative maintenance schedule Required periodic maintenance schedule Lubrication points and service intervals A set of the following schematics will be included with the service and maintenance manual: Full vehicle electrical diagrams in color Full vehicle water/firefighting system/plumbing diagrams Full vehicle pneumatic diagrams in color Full vehicle hydraulic diagrams in color
7001095	Manual, Parts, (1) Hard Copy, (1) USB Flash Drive, English	**Parts Manual** One (1) hard copy and one (1) digital copy on USB flash drive of the parts manual will be provided in the English language. The parts manual will provide the necessary information to locate and identify the parts and quantities of parts/hardware of vehicle assemblies and components. The parts manual will contain: Exploded views of parts/assemblies/subassemblies/special equipment Drawings with reference numbers for part identification Description and quantity of each component used in an assembly Size, thread information, and other information of non-standard hardware (bolts, nuts, washers, etc.) Size, thread information, torque specifications and other information of non-standard fittings, lubricants or special components A numerical index
7002363	Tilt Table Not Required	
7000003	Warranty, Basic, 1 Year, Vehicle, Contract Specific	
7001087	Warranty, Engine, Scania, Basic Pro-Rated 4 Year	

7001091		Warranty, Transmission, Allison, Standard 5 Year	**Allison Transmission Warranty** A five (5) year Allison transmission will be provided.
7001089		Warranty, Pump, Waterous, Basic 5 Year	
7002504		Warranty, Generator, Harrison Hydraulic, Basic 2 year/2,000 Hours	
0000000	STF	On-site Commisioning, Contract Specific	
7001003		AIRPORT CHASSIS	




R352
FORT·WORTH FIRE


OSHKOSH
McKINNEY
AIRCRAFT FIRE RESCUE
McKinney
National Airport
TKI


R41
McKINNEY
AIRCRAFT FIRE RESCUE
OSHKOSH

Regular City Council Meeting 32.
Meeting Date: 07/10/2025
COMMITTEE: N/A
CONTACT: Amalia Martinez **CHAIR:** Mayor Pro Tem

ACTION REQUESTED:
Consider approval of Mayor Jennings' recommendations of the following appointment to the Planning and Zoning Commission. (Arnold/Martinez)

Position 5: Joel Smith (1st term July 11, 2025 -- March 31, 2028)

BACKGROUND:
Initiated by: Term Renewals

The Planning and Zoning Commission consists of 7 members. Each member shall serve 2-four year terms

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

Appointment Letter-(Signed)Joel Smith

July 11, 2025

Joel Smith
210 S. Kentucky Ave
Roswell, NM 88203

Dear Joel,

Thank you for agreeing to serve on the Planning and Zoning Commission. The City Council approved your appointment at the July 11, 2025, City Council meeting, and we are confident that you will do a wonderful job. Thank you for volunteering your time and energy.

If you have any questions or concerns, please do not hesitate to contact me at (575) 624-6700 or by email at mayortimjennings@roswell-nm.gov. Once again, thank you for your willingness to serve for the betterment of our community.

Sincerely,

Timothy Z. Jennings
Mayor, City of Roswell

/sh

Term Expires:
Position 5 – 1st term July 11, 2025 – March 31, 2028

Regular City Council Meeting 33.
Meeting Date: 07/10/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 25-33: Consider adoption of Resolution 25-33 authorizing the submittal of the 2027-2031 Infrastructure Capital Improvements Plan (ICIP). (Halvorson/Yntema)

BACKGROUND:
Initiated by: Hessel Yntema

In keeping with the concept of funding critical projects, Hessel Yntema, City Attorney, presented the Master Capital List for each department. After City Council review and selection of projects(s) for ICIP ranking, Attachment A represents those projects selected for inclusion in the Infrastructure Capital Improvement Plan (ICIP) and priority funding.

FINANCIAL CONSIDERATION
The ICIP is not a funding source, but it does include information on each project for local, state and federal funding opportunities.

LEGAL REVIEW:
The resolution has been submitted to the City Attorney for review. Resolutions must be passed by a majority of the governing body. NMSA 1978, § 3-17-4

BOARD AND COMMITTEE ACTION:
The City Council reviewed the respective list provided and recommended the projects listed in Attachment A.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Resolution 25-33 CC ICIP
FY2027-2031 ICIP Summary

RESOLUTION NO. 25-33

A RESOLUTION ADOPTING THE FY 2027-2031 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)

WHEREAS, the City of Roswell recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital-planning efforts.

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

1. The City of Roswell desires to submit the 2027-2031, five-year, Infrastructure Capital Improvement Plan (ICIP) including top 5 priority projects for fiscal year 2027 to the State of New Mexico, Department of Finance and Administration, L.G.D., and

    1. $
    2. $
    3. $
    4. $
    5. $

2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure

3. This Resolution supersedes Resolution No. 24-31.

PASSED, APPROVED and **ADOPTED** by the governing body at its meeting of July 10, 2025**.**

CITY SEAL

_____

Timothy Z. Jennings, Mayor

ATTEST:

_____

Amalia Martinez, City Clerk

DRAFT

ID	Year	Rank	Dept Rank	Project Title	Category	Funded to date	2027	2028	2029	2030	2031	Total Project Cost	Amount Not Yet Funded	Phases?
				Administration										
NEW	2027		1	National Championship Air Races	Facilities - Other	3,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	30,000,000.00	50,000,000.00	47,000,000.00	Yes
NEW	2027		2	Flood Damage Repairs - City wide	Facilities - Other		5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	30,000,000.00	50,000,000.00	50,000,000.00	Yes
				Air Center										
New	2026		1	6x6 Fire Truck	Transportation - Airports	-	2,000,000.00	-	-	-	-	2,000,000.00	2,000,000.00	No
New	2026		2	Roswell Air Center Parking Lot Construction	Transportation - Airports	-	700,000.00	700,000.00	700,000.00	700,000.00	700,000.00	3,500,000.00	3,500,000.00	Yes
41545	2025	59	3	Airport Passenger parking Lot Lighting	Transportation - Lighting	-	500,000.00	-	-	-	-	500,000.00	500,000.00	No
43335	2026	131		RAC Fiber Optic Infrastructure & Security Improvements	Transportation - Airports	-	5,000,000.00	-	-	-	-	5,000,000.00	5,000,000.00	No
				Animal Control										
41644	2026	79	1	Animal Services Building Improvements (drainage)	Facilities - Other	-	82,000.00	-	-	-	-	82,000.00	82,000.00	No
				Cemetery										
39251	2026	42		Cemetery Office Building Repair	Facilities - Other	-	750,000.00	750,000.00	-	-	-	1,500,000.00	1,500,000.00	Yes
40543	2026	98		Gold Star Family Memorial	Other - Other	-	60,000.00	-	-	-	-	60,000.00	60,000.00	No
				Engineering										
41689	2026	6	3	W. Brasher Road Street Improvements	Transportation - Highways/Roads/ Bridges	-	1,350,000.00	-	-	-	-	1,350,000.00	1,350,000.00	No
42522	2026	112	4	Mescalero Mill/Fill Street Improvements	Transportation - Highways/Roads/ Bridges	-	792,000.00	-	-	-	-	792,000.00	792,000.00	No
37032	2028	5	5	East McGaffey Road Rehab & ADA Upgrades	Transportation - Highways/Roads/ Bridges	-	13,000,000.00	12,910,000.00	-	-	-	25,910,000.00	25,910,000.00	No
41667	2026	77		Brasher Storm Drain 4-Lane Phase 2	Transportation - Highways/Roads/ Bridges	1,437,500.00	3,612,500.00	-	-	-	-	5,050,000.00	3,612,500.00	No
27590	2026	9		S. Atkinson/Bland Intersection Upgrade	Transportation - Highways/Roads/ Bridges	-	625,000.00	-	-	-	-	625,000.00	625,000.00	No
25975	2026	45		CDBG Infrastructure Project	Other - Other	-	-	975,000.00	925,000.00	925,000.00	925,000.00	3,750,000.00	3,750,000.00	No
41690	2027	6	1	Country Club 4-Lane Roadway	Transportation - Highways/Roads/ Bridges	256,000.00	-	-	4,500,000.00	-	-	4,756,000.00	4,500,000.00	No
NEW	2027		2	City of Roswell Drainage Improvements Study	Water-Storm/Surface water control	900,000.00								
34093	2028	2		Bridge 9088 Replacement, N. Atkinson over Spring River	Transportation - Highways/Roads/ Bridges	-	-	-	2,300,000.00	-	-	2,300,000.00	2,300,000.00	No
				Facilities										
41662	2026	89	1	City Hall Roof Replacement	Facilities - Administrative Facilities	-	300,000.00	-	-	-	-	300,000.00	300,000.00	No
40546	2026	21	2	Facilities Maintenance Roll-up Doors	Facilities - Other	-	125,000.00	-	-	-	-	125,000.00	125,000.00	No
37047	2026	26	3	City Hall Deferred Maintenance	Facilities - Administrative Facilities	-	250,000.00	-	-	-	-	250,000.00	250,000.00	No
39242	2026	36		City Hall Building Improvements Phase 2	Facilities - Administrative Facilities	-	525,000.00	-	-	-	-	525,000.00	525,000.00	No
42402	2026	65		Facility Maintenance Service Vehicles	Vehicles - Other	-	225,000.00	-	-	-	-	225,000.00	225,000.00	No
				Fire										
New	2027		1	Station 2 Expansion to living quarters and female accomadations	Facilities - Fire Facilities	-	500,000.00	500,000.00	500,000.00	-	-	1,500,000.00	1,500,000.00	Yes
New	2027			Station 7 Truck Room Addition	Facilities - Fire Facilities		300,000.00	-	-	-	-	300,000.00	300,000.00	No
New	2027		3	Property Purchase for additional parking at Station 1	Facilities - Fire Facilities		400,000.00	-	-	-	-	400,000.00	400,000.00	No
New	2027		2	HME Fire Pumper - Engine 5	Fire Apparatus		815,000.00	-	-	-	-	815,000.00	815,000.00	No
New	2027			2 - 1500 GPM Rescue Pumpers	Fire Apparatus		980,000.00	-	-	-	-	980,000.00	980,000.00	No
37996	2026	72		Structural PPE	Equipment - Public Safety Equipment	-	400,000.00	-	-	-	-	400,000.00	400,000.00	No
35021	2026	15		Aircraft Rescue and Firefighting Training	Facilities - Fire Facilities	-	-	500,000.00	-	-	-	500,000.00	500,000.00	No
19181	2026	40		Fire Training Center imporvements	Facilities - Fire Facilities	-	500,000.00	-	-	-	-	500,000.00	500,000.00	No
42477	2026	106		Fire Dept SCBA Refill Compressor System	Equipment - Public Safety Equipment	-	170,000.00	-	-	-	-	170,000.00	170,000.00	No
				Golf										
40533	2026	99	1	Golf Course Irrigation System	Facilities - Other	-	950,000.00	950,000.00	950,000.00	950,000.00	950,000.00	4,750,000.00	4,750,000.00	Yes
38000	2026	80		New Pro Shop at Nancy Lopez Golf Course	Facilities - Other	-	150,000.00	750,000.00	500,000.00	500,000.00	500,000.00	2,400,000.00	2,400,000.00	Yes
39484	2026	56		Golf Course Cart Path Rehab	Facilities - Other	-	75,000.00	100,000.00	-	-	-	175,000.00	170,000.00	Yes
40606	2026	47		Golf Course Maintenance Facilities Improvements	Facilities - Other	-	425,000.00	325,000.00	-	-	-	750,000.00	750,000.00	Yes
37999	2028	7		Replace Nancy Lopez Golf Course Fencing	Facilities - Other	-	-	-	-	300,000.00	-	300,000.00	300,000.00	No
				IT										
41704	2026	58	1	Workstations - IT	Equipment - Other	-	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	250,000.00	250,000.00	Yes
37991	2026	27	2	Work Station Replacements Dispatch - IT	Equipment - Other	-	250,000.00	-	-	-	-	250,000.00	250,000.00	No
37055	2026	117		Security Cameras at City Hall	Equipment - Other	-	30,000.00	-	-	-	-	30,000.00	30,000.00	No
40573	2026	84		911 Dispatch Rotary Storage File Locking System	Equipment - Public Safety Equipment	-	63,000.00	-	-	-	-	63,000.00	63,000.00	No
42535	2026	127		New Servers	Equipment - Other	-	150,000.00	-	-	-	-	150,000.00	150,000.00	No
				Library										
41755	2026	13		Library Outdoor Program on Richardson	Facilities - Administrative Facilities	-	280,000.00	-	-	-	-	280,000.00	280,000.00	No
41758	2026	63		Library Fire Exit	Facilities - Libraries	-	204,700.00	-	-	-	-	204,700.00	204,700.00	No
41759	2026	55		Library Emergency Back-up Lighting	Facilities - Libraries	-	45,000.00	-	-	-	-	45,000.00	45,000.00	No
41761	2026	57		Library Smoke/Carbon Monoxide Detectors	Facilities - Libraries	-	55,000.00	-	-	-	-	55,000.00	55,000.00	No
41762	2026	83		Library Exterior Building Repairs	Facilities - Libraries	-	300,000.00	-	-	-	-	300,000.00	300,000.00	No
41712	2026	115		Library outdoor Play and Learning Area	Facilities - Libraries	-	360,000.00	-	-	-	-	360,000.00	360,000.00	No
				Municipal Court							20.00			
43268	2026	128		Municipal Court Window Replacement	Facilities - Administrative Facilities	-	50,000.00	-	-	-	-	50,000.00	50,000.00	No
				Parks										
42520	2026	109		Boys & Girls Club Renovations	Facilities- Other	-	380,000.00	380,000.00	380,000.00	380,000.00	380,000.00	1,900,000.00	1,900,000.00	Yes
41635	2026	76		Parks Walking Trail	Transportation - Bike/Pedestrian/Equestrian	-	250,000.00	-	-	-	-	250,000.00	250,000.00	No
41683	2028	11		Noon Optimist Detention Pond	Transportation - Highways/Roads/ Bridges	-	-	-	2,750,000.00	-	-	2,750,000.00	2,750,000.00	No
43370	2026	133		Bike Lane and Trails Infrastructure Improvements	Transportation - Bike/Pedestrian/Equestrian	-	5,000,000.00	-	-	-	-	5,000,000.00	5,000,000.00	No
				Police										
New	2027		1	Dash mounted camera for patrol units	Equipment - Public Safety Equipment	-	178,000.00	178,000.00	178,000.00	178,000.00	178,000.00	890,000.00	890,000.00	Yes
35506	2026	73	2	Police Cars	Vehicles - Public Safety Vehicle	-	750,000.00	-	-	-	-	750,000.00	750,000.00	No
				Recreation										
42643	2026	47	1	Soccer Field Lighting	Facilities - Other	-	750,000.00	750,000.00	750,000.00	-	-	2,250,000.00	2,250,000.00	No
41650	2026	82		Gymnasium Floor Replacement	Facilities - Other	-	350,000.00	-	-	-	-	350,000.00	350,000.00	Yes
				Solid Waste										
42460	2026	101	1	Paved Haul Roade C&G within Landfill	Other - Solid Waste	-	450,000.00	450,000.00	450,000.00	450,000.00	-	1,800,000.00	1,800,000.00	Yes
42463	2026	103	2	Generator for Emergency Power at Landfill	Other - Landfills	-	750,000.00	-	-	-	-	750,000.00	750,000.00	No
42464	2026	104	3	Solar Powered Covered Parking Lot at Solid Waste	Other - Solid Waste	-	440,000.00	310,000.00	-	-	-	750,000.00	750,000.00	Yes
39224	2026	88		Enclosed convenience center	Other - Solid Waste	-	450,000.00	837,500.00	837,500.00	937,500.00	937,500.00	4,000,000.00	4,000,000.00	Yes
41660	2026	87		Leachate Well Redesign and Modernization	Water - Other	-	500,000.00	-	-	-	-	500,000.00	500,000.00	No
				Transit										
38002	2026	8	1	Transit Center Renovations	Transportation - Transit	-	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	1,500,000.00	1,500,000.00	Yes
21173	2026	81	2	Roswell Transit Van Replacement	Equipment - Other	-	396,386.00	-	-	-	-	396,386.00	396,386.00	No
21172	2027	53	3	Pecos Transit Bus	Equipment - Other	-	-	625,000.00	-	-	-	625,000.00	625,000.00	No
				Wastewater										
42488	2026	119	1	WW Replace Flow Gates at Headworks SB1, SB2, & SB3	Water - Wastewater	-	800,000.00	-	-	-	-	800,000.00	800,000.00	No
41554	2026	5	2	WWTP Land Acquisition	Facilities - Other	-	600,000.00	600,000.00	-	-	-	1,200,000.00	1,200,000.00	Yes
40549	2026	10	3	Wastewater Vactor Truck	Water - Wastewater	-	600,000.00	-	-	-	-	600,000.00	600,000.00	No
37987	2026	19	4	Storm Water Pond at WWTP	Water - Wastewater	-	530,000.00	-	-	-	-	530,000.00	530,000.00	No
42477	2026	118		WW Sludge drying bed asphalt	Water - Wastewater	-	500,000.00	-	-	-	-	500,000.00	500,000.00	No
42532	2026	126		Update of 2012 Wastewater Master Plan	Water - Wastewater	-	125,000.00	-	-	-	-	125,000.00	125,000.00	No
				Water										
43369	2026	132	1	Critical Potable Water Infrastructure Study & Phas	Water - Water Supply	10,000,000.00	-	-	-	-	-	10,000,000.00	10,000,000.00	No
42531	2026	125		Upgdate of 2012 Master Plan Water Department	Water - Other	-	125,000.00	-	-	-	-	125,000.00	125,000.00	No
42529	2026	123		Rehab Trigg Resevoir	Water - Water Supply	-	2,000,000.00	-	-	-	-	2,000,000.00	2,000,000.00	No
NEW	2027		2	Water Transmission Pipe Replacement - Various locations	Water-Water Supply		540,000.00	660,000.00	2,475,000.00	1,147,500.00	1,200,000.00	6,022,500.00	6,022,500.00	Yes
NEW	2027		3	Rehab City Wells	Water-Water Supply		500,000.00	550,000.00	605,000.00	665,000.00	732,000.00	3,052,000.00	3,052,000.00	Yes
37958	2026	29		Pressure Relief Valve	Water - Water Supply	-	300,000.00	-	-	-	-	300,000.00	300,000.00	No
37978	2026	75		Variable Frequency Drive Pumps	Water - Water Supply	-	600,000.00	600,000.00	600,000.00	600,000.00	600,000.00	3,000,000.00	3,000,000.00	No
37957	2026	91		Large Diameter Water Valves	Water - Water Supply	-	1,000,000.00	-	-	-	-	1,000,000.00	1,000,000.00	No
39230	2026	30		Rehabilitation of Water Storage Tank on 3rd St.	Water - Other	-	4,000,000.00	-	-	-	-	4,000,000.00	4,000,000.00	No
				Zoo										
NEW	2026			Bird Enclosure	Facilities-other	44,500.00	650,000.00	-	-	-	-	650,000.00	650,000.00	Yes
39254	2026	48		New Train for Spring River Zoo	Transportation - Other	-	350,000.00	-	-	-	-	350,000.00	350,000.00	No
40520	2026	50		Enlarge and Naturalize Bear Exhibit	Facilities - Other	-	950,000.00	950,000.00	950,000.00	950,000.00	950,000.00	4,750,000.00	4,750,000.00	Yes
40516	2026	52		Zoo Educational Animal Facility	Facilities - Other	-	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	1,500,000.00	1,500,000.00	No
41578	2026	68		Spring River Zoo's 1927 Herschel Spillman Carousel	Facilities - Other	50,000.00	250,000.00	75,000.00	-	-	-	375,000.00	375,000.00	Yes
				Projects for which we have OR will have funding										
43366	2026	129		RPD HVAC & Sewer line Restoration Changed to RPD Wwater Sys Improv	Facilities - Public Safety Facilities	-	300,000.00	-	-	-	-	300,000.00	1,500,000.00	No
37980	2027	13		Air Center SE Development	Transportation - Airports	-	2,400,000.00	2,400,000.00	2,400,000.00	2,400,000.00	2,400,000.00	12,000,000.00	12,000,000.00	No
37035	2026	78		RAC Terminal Expansion	Transportation - Airports	-	10,000,000.00	10,000,000.00	10,000,000.00	10,000,000.00	10,000,000.00	50,000,000.00	50,000,000.00	Yes
42317	2026	93		Roswell Air Center Infrastructure Site Improvements	Transportation - Airports	-	5,000,000.00	5,000,000.00	-	-	-	10,000,000.00	10,000,000.00	Yes
35008	2026	32		Wayfinding Signage	Economic Development	-	125,000.00	210,000.00	78,000.00	-	-	413,000.00	413,000.00	Yes
41888	2026	39		Mainstreet Roswell Corridor Wayfinding Design	Economic Development	-	640,000.00	375,000.00	185,000.00	-	-	1,200,000.00	1,200,000.00	Yes
42369	2026	95		Roswell SE Region School Shooting Range Upgrades	Facilities - Other	50,000.00	-	-	-	-	-	50,000.00	-	No
42521	2026	4		New Columbarium Construction at South Park Cemetery	Facilities - Other	-	432,500.00	417,500.00	-	-	-	850,000.00	850,000.00	Yes
41648	2026	62		South Park Cemetery Water Well Install	Water - Other	-	100,000.00	-	-	-	-	100,000.00	100,000.00	No
38005	2026	24		Cemetery Irrigation System Replacement	Facilities - Other	-	235,000.00	-	-	-	-	235,000.00	235,000.00	No
41720	2026	43		VoIP Dispatch Console System	Equipment - Public Safety Equipment	-	350,000.00	-	-	-	-	350,000.00	350,000.00	No
40609	2026	60		Athletic Field Lighting	Facilities - Other	-	400,000.00	400,000.00	400,000.00	400,000.00	400,000.00	2,000,000.00	2,000,000.00	No
38007	2026	12		Roswell Playground Equipment Replacement	Equipment - Other	-	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	750,000.00	750,000.00	No
38006	2026	35		Stiles Field Improvements	Facilities - Other	-	500,000.00	-	-	-	-	500,000.00	500,000.00	No
42346	2026	94		Roswell World Champions Park Facility	Facilities - Other	-	1,000,000.00	1,000,000.00	1,000,000.00	-	-	3,000,000.00	3,000,000.00	No
41687	2026	111		Roswell UFO Skate Park Complex	Economic Development	-	4,000,000.00	-	-	-	-	4,000,000.00	4,000,000.00	No
37028	2026	51		All-Inclusive Park at Cielo Grande Sports	Other - Other	1,461,000.00	1,000,000.00	-	-	-	-	2,461,000.00	1,000,000.00	No

Regular City Council Meeting 34.
Meeting Date: 07/10/2025
COMMITTEE: N/A
CONTACT: Hessel Yntema **CHAIR:** N/A

ACTION REQUESTED:
Hold a closed session - (Halvorson/Yntema)

- pursuant to NMSA 1978, § 10-15-l(H)(5), to discuss attorney-client privileged communication relating to Collective Bargaining in which the City of Roswell is or may become a participant.
- pursuant to NMSA 1978, § 10-15-l(H)(7), to discuss attorney-client privilege pertaining to threatened or pending litigation in which the City of Roswell is or may become a participant.

BACKGROUND:
Initiated by: Hess Yntema

Hold a closed session -

- pursuant to NMSA 1978, § 10-15-l(H)(5), to discuss attorney-client privileged communication relating to Collective Bargaining in which the City of Roswell is or may become a participant.
- pursuant to NMSA 1978, § 10-15-l(H)(7), to discuss attorney-client privilege pertaining to threatened or pending litigation in which the City of Roswell is or may become a participant.

FINANCIAL CONSIDERATION
There are no financial costs.

LEGAL REVIEW:
Pursuant to NMSA 1978, § 10-15-1(H) & (I), a majority of a quorum of the City Council may vote to enter closed session, to discuss a narrow range of topics. No action may be taken during the closed session.

BOARD AND COMMITTEE ACTION:
There is no board or committee review.

STAFF RECOMMENDATION:
Proceed as presented.