REGULAR MEETING
CITY OF ROSWELL COUNCIL - AGENDA
THURSDAY, AUGUST 14, 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. 25-28. Except for emergency matters, the City Council shall take action only on the specific items listed on the Agenda.

AUGUST 14, 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 25-28, 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 August 14, 2025, Regular City Council Meeting. (Halvorson/Martinez)

2. Approval of consent agenda - approve the consent agenda for the August 14, 2025, Regular City Council Meeting. (Halvorson/Martinez)

3. Approval to enter into a professional services contract with True Business Solutions i.e., Judy Scharmer, to provide internal audit services for the City of Roswell. (Corn/Cole/Gomez) Pg. 5

CONSENT ITEMS *(items 4-40 will be approved at the time of the approval of the consent agenda)*

4. Approval for RFD (Roswell Fire Department) to move forward on the implementation of the RFD ambulance service proposal. (Corn/Bunch)Pg. 6

5. Approval to issue a purchase order to Southwest Ambulance Sales for a total of eight (8) new ambulances to support the implementation of ambulance transport services. This purchase includes five (5) Type I ambulances and three (3) Type III ambulances. Total purchase price is $1,778,782.49. (Corn/Bunch) Pg. 22

6. Approval to issue a purchase order in the amount of $86,526.03 to Code 3 Services for the purchase and installation of radio equipment necessary for ambulance communications. (Corn/Bunch) Pg. 43

7. Approval to issue a purchase order to Howe Medical in the amount of $763,099.92 for eight

(8) gurneys and eight (8) cardiac monitors. (Corn/Bunch)Pg. 46

8. Approval of authorization for an expenditure of $416,434.00 for two new CDL buses from Creative Bus Sales/Model1. (Corn/Hicks) Pg. 50

9. Approval for PO to Desert West in the amount of $1,239,791.95 for micro surfacing for the main spectator area for the National Championship Air Races. (Corn/Thompson)Pg. 63

10. Approval for PO to Nieto Custom Builders in the amount of $135,364.20 for roof repair to Building 1166. (Corn/Thompson) Pg. 65

11. Approval for PO to Desert West in the amount of $591,035.68 for micro surfacing the pit area for the National Championship Air Races. (Corn/Thompson) Pg. 67

12. Approval for PO to CES in the amount of $636,261.53 for Roswell airfield barrier for the National Championship Air Races. (Corn/Thompson) Pg. 69

13. Approval for PO to Custom Construction II in the amount of $984,756.40 for the demolition of Buildings 112 and 115. (Corn/Thompson)Pg. 71

14. Approve ratification of purchase order to Mountain States Constructors Inc in the amount of $4,490,000.26 (including GRT) for construction of the Taxiway C extension at the Air Center. (Corn/Rogers) Pg. 73

15. Award of RFQ (Request for Quote) for Environmental Monitoring, Reporting & Support Services to Parkhill in the amount of $145,949.04 which includes GRT. (Corn/Chaparro) Pg.88

16. Approval of the FY26 Solid Waste Purchasing Authorization Request. (Corn/Chaparro)Pg. 127

17. Authorize to issue a PO (Purchase Order) for renewal of the contract for the professional services of temporary dispatchers to assist in the staffing issues of Consolidated Dispatch in the amount of $330,000. (Corn/Best) Pg. 129

18. Approval of a budget adjustment in the amount of $110,173.40 for disaster recovery expenses for collection appraisals, conservation examinations, and conservation of ten loaned paintings. (Corn/Brooks) Pg. 134

19. Consider approval of a budget adjustment in the amount of $129,405.88 to accommodate a payment from the fine art insurance claim from the October flood. (Corn/Brooks) Pg. 181

20. Approval of purchases over $60,000 pursuant to the City's Purchasing Policy. (Corn/Martinez) Pg. 182

21. Approval to enter into a professional services contract with True Business Solutions to provide internal audit services for the City of Roswell. (Corn/Cole/Gomez) Pg. 184

Resolution(s)

22. Resolution 25-38: Weeds - The Resolution shall mandate the cleanup of approximately fifty (50) separate properties within the City. (Halvorson/Franco)Pg 192

23. Resolution 25-39:Financial Support for Roswell Transit FY27- adoption of Resolution 25-39 to provide financial support to Roswell Transit for FY2027. (Corn/Hicks) Pg. 199

24. Resolution 25-40: Disposal of Certain Surplus Personal Property - adoption of Resolution 25-

40 to dispose of certain surplus personal property listed on the attachment. (Corn/Hicks)Pg. 202

25. Resolution 25-41: Consider Resolution 25-41 for support of the application to the New Mexico Water Trust Board for the large diameter water line replacement project. (Corn/Valadez) Pg. 207

26. Resolution 25-42: Adoption of Resolution 25-42: Certification of Correctness of the Physical Inventory of Assets for FY2025. (Corn/Garcia) Pg. 211

27. Resolution 25-43: adoption of Resolution 25-43: Southeastern NM Economic Development District/COG. (Corn/Martinez) Pg. 217

28. Resolution 25-44: Approving a budget adjustment for the fiscal year ending June 30, 2026. (Corn/Gomez) Pg. 227

Bids, RFP's and Agreements

29. Approval of the agreement between the City of Roswell and Southeastern New Mexico Economic Development District/COG in the amount of $13,588.00 (Corn/Martinez)Pg. 230

Lodgers' Tax Request

30. Approval of the Eastern New Mexico State Fair Lodgers' Tax Funding Request in the amount of $20,000 for marketing, sanitation, and security, and open negotiations with the City of Roswell for sponsorship. (Corn/Conyers) Pg. 232

31. Approval of the Rio Pecos Kennel Club Lodgers' Tax Funding Request in the amount of $3,997 for marketing, sanitation, and security. (Corn/Conyers) Pg. 243

32. Approval of the Roswell Symphony Orchestra Lodgers' Tax Funding Request to open negotiations with the City of Roswell for sponsorship. (Corn/Conyers) Pg. 249

33. Approval of the Roswell Invasion's Crash and Clash Wrestling Tournament Lodgers' Tax Funding Request for $2,500 for marketing sanitation and security with the City of Roswell. (Corn/Conyers) Pg. 255

34. Approval of the Roswell Community Little Theater Lodgers' Tax Funding Request in the amount of $5,000 for marketing, sanitation, and security. (Corn/Conyers)Pg. 261

35. Approval of the Not of This World Flag Football's Sling It Fling It Tournament Lodgers' Tax Funding Request in the amount of $18,500 for marketing, sanitation, and security, and open negotiations with the City of Roswell for sponsorship. (Corn/Conyers)Pg. 267

36. Approval of the Roswell Hispano Chamber Pinata Fest Lodgers' Tax Funding Request in the amount of $20,000 for marketing, sanitation, and security, and open negotiations with the City of Roswell for sponsorship. (Corn/Conyers)Pg. 273

Minutes

37. DRAFT Special CC Minutes May 28, 2025 (Halvorson/Martinez)Pg. 283

38. DRAFT Minutes May 30, 2025 (Halvorson/Martinez) Pg. 286

39. DRAFT CC Minutes July 10, 2025 (Halvorson/Martinez) Pg. 301

40. DRAFT Special CC Minutes July 23, 2025 (Halvorson/Martinez) Pg. 309

NON-ACTION ITEMS (Information Items)

41. Airport Updates (Bobbi Thompson)

42. Airport Advisory Commission Updates (Bud Kunkel)

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

44. Employee Out-of-state Travel (Halvorson/Martinez) Pg. 315

PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS

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

PUBLIC HEARING(S)

45. Zoning Case 25-0063 CANN - Consider approval and conduct a public hearing on Retail Cannabis Zoning Case CANN-25-0063 (Closed session possible). (Halvorson/Hildreth) Pg. 318

46. Ordinance 25-04: Hold a public hearing to consider proposed Ordinance 25-04: Amending Chapter 7 Regarding Mobile Food Establishments and Itinerant Vendors. (Heldenbrand/Halvorson) Pg. 377

47. Hold a public hearing and vote on a Restaurant A - Beer and Wine only Liquor License with on Premises Consumption only with Patio Service. Joanne K. Baker d|b|a| Stellar Coffee Co., located at 315 N. Main Street, Roswell, NM 88201 (Closed session possible) (Halvorson/Yntema) Pg. 392

NEW BUSINESS / REGULAR ITEMS

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 before 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 575-637-6202 if a summary of another type of accessible format is needed.
Printed and posted: **Sunday, August 10, 2025**
To watch the City Council Meeting live from your computer, tablet, or smartphone, go to https://www.youtube.com/@CityofRoswellNM/featured. You can also go to www.roswell-nm.gov, then click on the YouTube link on the banner on the right side of the screen.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 3.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval to enter into a professional services contract with True Business Solutions i.e., Judy Scharmer, to provide internal audit services for the City of Roswell. (Corn/Cole/Gomez)

BACKGROUND:
Initiated by: Chad Cole / Toni Gomez

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

FINANCIAL CONSIDERATION
Funding for these services is available in the adopted FY26 budget under the Finance Department's professional services line item 11014041 654801. The proposed contract amount shall not exceed 58,500 plus applicable sales tax, and the agreement may be structured as a one-year term with an option to renew, subject to available funding and performance review.

LEGAL REVIEW:
The City Attorney has reviewed the attached employment contract.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at its meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Regular City Council Meeting 4.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval for RFD (Roswell Fire Department) to move forward on the implementation of the RFD ambulance service proposal. (Corn/Bunch)

BACKGROUND:
Initiated by: Randy Bunch

The Roswell Fire Department (RFD) is proposing to establish a fully operational ambulance transport service under the authority of the department. This move is intended to enhance emergency medical services within the city by improving response times, expanding service capabilities, and ensuring greater continuity of care from incident to hospital. To begin this process, RFD is requesting permission to move forward with the necessary steps to implement the service, including the authority to research, select, and purchase ambulances, medical equipment, and supplies required to operate the transport service at a foundational level. This initiative is part of RFD's long-term strategic plan to meet the evolving needs of the community and to ensure that the highest level of care is available to Roswell residents and visitors. City staff recommends approval to allow the Roswell Fire Department to begin the implementation phase of the ambulance transport service, including the authority to initiate necessary purchases and planning actions. This step is essential to improve the city's emergency medical response capabilities and align with modern public safety standards.

FINANCIAL CONSIDERATION
Funding source from 55004125-817505

LEGAL REVIEW:
Not at this time.

BOARD AND COMMITTEE ACTION:
Public Safety referred to the Legal Committee at their meeting on July 15, 2025. Voice vote was 3-0. The Legal Committee was canceled on July 24, 2025. Items were added to the Finance Committee agenda. The Finance Committee recommended approval 5-0 at its meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Ambulance Proposal

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.

Regular City Council Meeting 5.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval to issue a purchase order to Southwest Ambulance Sales for a total of eight (8) new ambulances to support the implementation of ambulance transport services. This purchase includes five (5) Type I ambulances and three (3) Type III ambulances. Total purchase price is $1,778,782.49. (Corn/Bunch)

BACKGROUND:
Initiated by: Randy Bunch

The acquisition of reliable and mission-ready ambulances is critical. Based on operational needs and deployment models, the department is proposing the purchase of:
Five (5) Type I Ambulances at $235,984.00 each
Three (3) Type III Ambulances at $199,620.83 each
Total: $1,778,782.49

These units are new builds with full warranty and delivery timelines guaranteed prior to May 2026. The Type I ambulances are best suited for high-volume response and inter-facility transport, while the Type III units will support backup and station-specific response needs. Quotes from vendors are attached to this proposal, reflecting the per-unit cost for each type. The combination of Type I and Type III units will allow the department to meet both frontline and support demands as we transition to a transporting EMS model. The selected vendor can meet our delivery timeline.

FINANCIAL CONSIDERATION
Funding Source: This purchase is not included in the FY26 Adopted Budget. Funding will be appropriated from the available fund balance in Public Safety Fund 5500. A budget adjustment will be required to increase appropriations in line item 55004125 817505 to cover the cost of the new ambulances.
Total purchase cost is as follows:

- 5 × Type I @ $235,984.00 = $1,179,920.00
- 3 × Type III @ $199,620.83 = $598,862.49
- Total Cost = $1,778,782.49
- Funding Source: 55004125-817505
- HGAC Contract: AM10-23

LEGAL REVIEW:
Not at this time.

BOARD AND COMMITTEE ACTION:
Legal Committee will be the first to consider this item. The Legal Committee was canceled on July 24, 2025. Items were added to the Finance Committee agenda. The Finance Committee recommended approval 5-0 at its meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Ambulance Type 1
Ambulance Type 3

MEDIX SPECIALTY VEHICLES, INC.

Unit #:
xx-xxxxxx

DEALER:	**SWAS**
CUSTOMER:	**City of Roswell**
Street or P.O. Box	**425 N Richardson**
City, State, Zip	**Roswell NM 88201**
Customer Contact:	**Randy Bunch**
Customer Email:	r.bunch@roswellnm.gov
Customer Phone #:	
Sales Associate:	**Bobby Davis**
Sales Engineer:	
VIN#:	

Chassis Model Yr	**2025**
MEDIX Model	**Metro Express 153 Type I**
CHASSIS	**Chevy K-3500, 6.0L Vortec Gas, 171" WB, 14,000 GVWR 84.5 CA, 4x4**
BODY	**153"L x 94" W x 72" Interior Headroom**

QTY	STD/OPT	Description
1	**15-1000-CD**	**Chassis & Conversion**
		Model Year Adjustment
	-	**2025 New Sales Model w/Drop Skirt Curbside & Wider Compartment #1**
		-
	01-	**Flooring & Interior Colors**
1	STD	**Cabinets:** Laminated Wood **Laminate Color**: **GREY**
1	STD	**Upholstery:** (Specify Color)
1	STD	**Color**: **Gunmetal** Brand: **EVS**
1	STD	**Flooring:** Lonseal - **Lonspeck Topseal Twilight Zone SX111**
		-
	02-	**Body & Chassis**
1	STD	This chassis is equipped with a Gasoline Exhaust System to meet the EPA standards for Gasoline exhaust emissions
	Note Weld Shop	**See special front wall print for front wall condenser location**
	NOTE Weld Shop	**Delete standard static vent over curbside entry door due to interior glove boxes - do not cut hole.**
1	**STD**	**Anti-Theft Device: IdleLock Ignition Security System, for C/K 3500 Series Chassis Only. Locate activation button to the right side of the steering wheel.**
1	STD	**Camera System:** RVS Systems RVS-MV3619N-NM-02- Includes (1) 7" rear view mirror monitor, Surface Mount back-up camera and (1) 33' camera cable. Locate: (1) Camera mounted off lower RH corner of center rear Amber light, Monitor mounted on cab windshield rear view mirrow.
1	STD	All Exterior compartments coated with light gray colored rubberized polyurethane material.

1	STD	**Pass-Thru**: With accordion boot. Sliding, latching polycarbonate window.
1	**99-2289**	**Chassis: Air Horns, Buell dual horns, (1) 10" and (1) 12" to be mounted through the front bumper. There will be a momentary switch on the front console. A Buell "Fast Recovery System" air compressor to be mounted in compartment #2 with the tank mounted under the body.** **NOTE: Type III Chevy G-Series only**
1	STD	**Compartment Lights:** Optronics ILL36CB LED Compartment lights- ALL Models Locate: (1) Ceiling of Compt #1; (2) in Compt #2- (1) URH, (1) LLH; (1) in ceiling of Compartment #3; (2) in Compt #4/5; (1) in Compt #6 (if applicable).
1	**MODIFIED**	**Compartment #1 SS Forward:** Smooth Aluminum body, ADP interior door panel, **O2 Universal Lift** for STEEL tank, Door w/gas-strut hold-open. **NOTE: See option in oxygen section for O2 lift.**
1	**99-0334-C1**	**Compartment #2: SS center, Drop Floor, 5" for Stair Chair storage PN: 33-10-4865** **NOTE: ME-153 Type I Chevy Models Only.** ***not for use on the 2024 models with wider #1**
1	**99-3344**	**Compartment #3: SS Rear, 3/4 Height, Smooth Aluminum body to have an offset in upper, inboard portion of the compartment tub for interior cabinetry with backer plate from right below the offset on down. Compartment will have (1) adjustable aluminum shelf in lower section. Door w/gas strut hold-open. Sealed access to paddle handles in door panel. See special tub print: 41-117997, ILOS mid height compartment.- (must select an interior cabinet option from the cabinet section)** **NOTE: ME153 TYPE I Models Only.**
2	STD	**Rear Entry Doors:** Single piece laminated smooth aluminum door liner w/stainless steel center panel for black paddle handles; ADP kick panels.
1	STD	**Compartment #4/5 CS Forward:** NO body above floor, ADP interior door panel, ALS Cabinet w/ Inside/Outside access, Full-height, single Door w/gas strut hold-open. Bottom section aluminum body open storage standard. (Optional location for additional battery with roll-out battery tray and removable, latching door.) **NOTE: Compt #5 will house electrical components**
1	STD For 2024 Model	**Drop Skirt** - 4" on Curbside forward of the rear wheelwell. Taller front stone guard on passenger side.
1	STD For 2024 Model	**Curbside Entry Door:** Taller for 4" drop skirt. Door handle to remain aligned with Compt #4/5 handle; Single door system w/exterior/interior, locking paddle handles; window w/fixed glass; Gas strut hold-open. Sealed access to paddle handles in door panel. LED Step well light. Two-piece interior door panel.
1	STD For 2024 Model	**Curbside Entry Door Stepwell:** Dual, smooth aluminum steps welded into the floor structure and coated with a rubberized urethane liner material. There will be a Dri-Dek insert on each step surface.

1	STD	**Compartment #6 CS Rear**: Smooth Aluminum, Vertical backboard storage w/2 belts. Door w/nylon strap hold-open.
1	STD	All Entry Door paddle handle and rotary latching components will include emergency door releases located top and bottom of each door and shall meet the FMVSS 206 30G Test Requirement
1	**200200C**	**Power Door Locks: Chevy Type I, All Entry and Compartment Doors, wired to OEM door lock system. (Does not include additional lock switches inside module) NOTE: See option 99-0404 for adding on lock switches at the entry doors**
1	**99-0804**	**Switching: Power Door Locks, Lock/Unlock rocker switch PN: MX09145 located in the front switch panel to unlock and lock the module doors from inside the cab.** **NOTE: Chevy Type I Models.**
1	**99-0404**	**Switching: Momentary Disable for Scene/Load Lights PN: MX09144 and Power Doors Locks PN: MX09145. Locate: (1) horizontal, 4-position Positron panel on Curbside Wall at head of bench and (1) stacked, 2-position Positron switch panel on wall at curbside rear entry door in standardized position.**
1	**99-0678C**	**Power Door Locks: Stealth Switch, Chevy Type I Only, Power Door Lock System, Push Button Switch (Grille brackets: no bracket required on Chevy Cab/Chassis)**
1	STD	**Rear Bumper:** ADP corner pods w/Dock bumper pads, Center grip-strut flip-up step, powder coated steel frame
2	STD	**IV Hangers:** (2) Cast black rubber fold-down over knee area of Cot and Squad Bench
3	STD	**Mirrors, OEM:** (1) each cab door, (1) on interior windshield
1	STD	OEM Chrome wheel covers
4	STD	**Stone Guards:** (3) Lower body corners, ADP; **(1) 4" taller ADP on Curbside front**
1	STD	**Kick Plate, Rear:** ADP, below rear doors across to corner posts.
1	STD	**Rub Rails:** C-Channel, tapered ends, Lower Body off-set mount with neoprene spacers.
2	STD	**Running Boards:** Diamond Plate, Type I w/starburst pattern
1	STD	**Fender Flares**: Black rubber
2	STD	**Fuel Fill:** Cast aluminum fuel fill bezel.
1	STD	**Insulation:** Pink, double sided radiant barrier/acoustic material, installed on curbside and streetside rear wheel wells.
1	STD	**Insulation:** Spray in place foam applied to curbside entry step well and both rear wheel wells
1	STD	**Undercoating:** Per OEM Guidelines
		-
	03-	**Brake, Turn & Back-Up Lights**
1	STD	**Lights:** DOT, Brake/Tail, Turn, Back Up: Whelen 600 Series LED.
1	STD	**DOT Marker Lights:** TecNiq LED, rubber grommet bezels; (7) S34-AC09-1 Amber- (5) on front of body as Marker lights, (2) side facing on rear extrusions as Turn Signals; (7) S34-RC90-1 Red- (5) on rear of Body as Marker lights, (2) side facing as Turn Signals.
		-
	04-	**Electrical, Power Distribution, Control Center & Interior Lighting**

1	STD	**Battery Switch, Automatic:** TST CDR-400. Located in Electrical Cabinet.
2	STD	**Batteries:** OEM, under hood
1	STD	**Front Console/ Switch Panel:** Formed Aluminum body powder coated black and attached to chassis floor. Switch panel: Engraved black plastic with LED lighted switches for Emergency Master, Primary/Secondary Modes, Siren/Horn, Left, Rear and Right Floods, Back-Up Alarm, Module Disconnect. Siren mounted in engraved panel below switches.
1	**99-0747**	**Electrical: Antenna, (2) 25' Coax with 3/8" through-hole antenna bases prewired to roof ILOS standard coaxial cables.** **NOTE: MEDIX to drill hole and complete mount. Terminate coax with standard Power/Ground (1) behind driver's seat and (1) Behind Action Area.** **Note: Modular Units Only.**
8	STD	**Lights: Dome, Whelen LED, 18-diodes w/chrome flange MX80EHZA , switched separately with Hi/Lo functions.**
1	STD	**Action Area Light:** 12 VDC LED light, with On/Off switch on rear control panel
1	**99-0617**	**Electrical: Shoreline, 125VAC, 20-Amp, Kussmaul SUPER Auto Eject P/N: 091-55-20-120 side wired with hinged, yellow, weatherproof cover, Located above Compartment #2 on Streetside. Will have to be mounted on a Kussmaul Stainless Steel E-Z mounting plate P/N: 091-185-009 with green indicator light for ease of access. Mating Connector to be shipped loose. ILOS**
1	STD	**Timer:** 5-minute check-out, wired to CS High mode dome lights
1	**99-0550-A**	**Switching: Timer, Momentary 15-Minute timer switch for patient compartment dome lights. Locate switch in 4-position Positron switch panel in standard position on curbside wall. (PNs: MX09150 switch, MX09151 Timer)** **NOTE: A-Line Models Only**
1	**99-3022**	**Inverter: Vanner LSC12-2000- 2000 watt Pure Sine Wave with battery charger and built in GFI. Remote controlled with switch in rear panel. (This option deletes the GFI in the A/A wall). ILOS** **NOTE: OPTION 99-1955 IS REQUIRED WHEN ANY INVERTER IS MOUNTED IN ANY BULKHEAD or INTERIOR ENCLOSED CABINET. OPTION 99-2899 DUAL FANS REQUIRED ON RP-90ES and 150 MODELS.**
1	**400150**	**Electrical: Battery Charger, DELETE STANDARD (when adding Inverter with integral charger)**
1	**MODIFIED**	**Breaker Box:** 125 VAC w/20-Amp Breaker located in **Compartment #5.** GFI receptacle located on the Action Area wall.
2	STD	**12 VDC Outlets:** (1) in Action Area, (1) in ALS Cabinet **NOTE: (1) in Extended action area is included in cabinet option below.**
2	STD	**125 VAC Outlets:** Duplex, located (1) in Action Area, (1) in ALS. **NOTE: (1) in Extended action area is included in cabinet option below.**

1	**99-1241**	**Electrical: 125VAC, Weatherproof Duplex Outlet. IATS** **Specify Location(s): #2 Compartment - Recess in ceiling to the right toward front of compartment.**
1	STD	**Rear Switch Panel:** Engraved black plastic panel with (10) LED lighted switch positions for Dome Lights (2), Vacuum (1), Vent (1), A.A. Light (1), Inverter (1), Spare switches and digital clock w/Mode Buttons. MX01517.
1	STD	**Electrical Cabinet:** Located over cabin-module connection w/latching, recessed, vented door
1	**99-1558**	**Lights: Spotlight, 300,000 CP handheld, hard wired, with momentary On/Off switch, located in cab. Able 2 PN: 06-300**
		-
	05-	**Warning Lights & Sirens**
1	**STD**	**Lights: Warning, Whelen LED EMERGENCY Lighting Package- Ford, Chevy Type I and Type III- Models ONLY.** **NOTE: Does not include LED Scene Lights.**
		All LED lights shall have CLEAR Lenses. All emergency and scene lighting shall have chrome flanges in standard locations.
		Front of Body: Add (7) Whelen 900 Series Super-LEDs- Specify pattern by LED Color (4) Red and (3) White: R-W-R-W-R-W-R Outer (2) lights and (1) Center light flash on K-Spec flasher. Inner (4) flash independently on Light Bar switch on front console.
		Sides of Body: (4) Whelen 900 Series Red Super-LEDs: (2) each side in upper corners
		Rear of Body: (4) Whelen 900 Series Red Super-LEDs: (2) in upper outboard corners, (2) Mid-Body wired as Warning/Brake at the window level; (1) Whelen 900 Series Amber Super-LED in the center position over the rear doors.
		Brake, Turn & Back-Up Lights: Whelen 600 Series LEDs
		Lights, Warning, Intersection Lights: (2) Whelen LINZ6R Series Red Super-LEDs on front fenders
2	STD	**Lights, Warning, Grille:** Whelen WIONSMCR Red LED, on center grille bar, w/Clear lenses and flanges.
2	**99-0405**	**Lights: Warning, (1) Whelen ION Series Wide Angle Super LED WIONSMCR Red LED with chrome flange. IATS** **NOTE: to flash in X-Pattern w/ upper red leds**
6	**500127**	**Lights: Scene/Load, Whelen 900 Series Super-LED 9SC0ENZR Gradient Opti-Scenelight™ with chrome flange- ILOS Halogen** **Specify Locations: (2) Each Side of Module & (2) over rear entry doors**
1	STD	**Flasher:** Dual mode flasher for Warning Light system, **Vanner 9860GCPE**
2	STD	**Siren Speakers:** Dual 100 Watt drivers mounted through the front bumper
1	STD	**Siren:** Whelen 295 SLSA1, 200 Watt
		-
	06-	**Oxygen, Vacuum & Miscellaneous Items**
3	STD	**Oxygen Outlets:** Quick-connect style, (2) in Action Area, (1) over Squad Bench

1	600100	Oxygen: O2 Outlets, Single OHMEDA Z-QD0101MO outlet, IATS Specify Location(s): ceiling, standard position
1	MODIFIED	Suction Aspirator System: SSCOR with SS Bracket for container and vacuum outlet mounted in RECESS BELOW Action Area, gauge will be mounted on the Action Area Panel: SSCOR Vacuum pump ounted in Compartment # 5
1	99-0639	Suction System: SSCOR with SS Bracket for container, electric pump-ILOS Rico System NOTE: Locate gauge and Vacuum outlet on action area wall. ILOS Locate vacuum outlet and suction canister in recessed pocket per option 99-1144
1	99-1144	Cabinets: Add recessed pocket below A/A countertop for SSCOR suction canister and Vacuum outlet ILO mounting canister on the A/A panel.
1	99-3652	Oxygen: O2 Cylinder Mount, Universal Lift Zico QR-OTSL-US for H-Cylinder, LH Drive, LH Remote Control; Mounting Bracket and Can Cover required: assembly and offset cover, ILOS O2 bracket. Specify Location(s): #1 STANDARD LOCATION NOTE: ME-153 and 166 Models Only.
1	STD	**O2 Regulator:** Amvex, 50psi, pre-set
1	99-3062	Oxygen: O2 Cylinder Mount, (1) CPI OA1205-DUAL-D-1 oxygen bottle holder with mounting plate, for two "D" cylinders. Specify Location(s): under squad bench on top of wheel well cover
		-
	07-	AC / Heat
1	99-3364	HVAC System: Valeo, PN: 11148732A High capacity, horizontal blow combination Heat-AC system to include a front wall mounted external condenser Valeo PN: 25062 on painted aluminum shelf PN: 33-113943. The Valeo high performance evaporator unit will have a brush type motor fan. There will be a digital thermostat control on the action area wall and an inline booster pump to enhance the rear heater performance. The HVAC unit will be mounted in the front bulkhead cabinet over the pass-through. NOTE: Type I 2020 and later C/K 3500 Gas and Diesel RP90 153 Models Only.
		-
	08-	Cabinets, Hardware & Miscellaneous Items
1	STD	**Main Streetside Wall Cabinets:** Specify desired configuration-
1	99-3648	Cabinets: Main Cabinet Wall, Extended Action Area with 2nd full depth Overhead cabinet and (1) adjustable shelf. Extended action area to provide 20" clearance minumum above A/A countertop. Upper (2) forward overheads to be the same height as the third upper rear main cabinet but not as deep. NOTE: Will include (1) 125VAC and (1) 12VDC outlet located at left end of panel.

		Main Wall Cabinets will have (1) adjustable shelf in each and sliding polycarbonate doors with full height extruded handles. See Prints for Configuration.
5	**99-0540**	**Cabinets: Main Cabinet Wall, Restocking Feature, Interior Cabinet, Under 40" Width- Sliding Acrylic door with hinged, keyed frame with (2) Titan 15-pound gas struts and (2) spring-loaded elbow catches.** **Location: BOTH ACTION AREA OVERHEAD CABINETS, A1, A2 and F**
1	STD	**Action Area Overhead Cabinet:** Single cabinet full-height/full-depth of Action Area with sliding polycarbonate doors and full height extruded handles.
1	**MODIFIED**	**Extended Action Area and Switch Panel:** Laminated, sealed countertop and vertical ALUMINUM panel with Suction system collection canister, Vacuum gauge, (2) Oxygen outlets,**(1) Manual Bypass** (1) USB, (1) 12VDC Outlet, (1) 125VAC Outlet and digital Thermostat. Switch panel MX01517 includes (10) switch positions and digital clock w/Mode Buttons. **NOTE: Will have (1) add'l 12v & (1) add'l 125v outlet on left side of panel.**
1	**600070**	**Oxygen: Electric O2 with manual bypass and switch mounted on A/A panel**
1	**99-1077**	**Mounting Plate: 0.25"x17.5"x 21.25" mounting plate PN: 33-104404 installed beneath the 2nd action area countertop for future installation of customer supplied monitor mount.**
1	STD	**Bulkhead Wall Cabinets**: Electrical Cabinet above cabin-module connection w/hinged, latching, vented door.
1	**99-1839**	**Lock: (1) LifeDefender CW-LOCKASSY-545 tumbler lock to work with LifeDefender cabinet door or drawer latch. Note: this key is different than the standard LifeDefender lock keys.** **Specify Location(s): CABINET NEXT TO ELECTIRCAL**
1	STD	**Bulkhead Cabinets:** Upper cabinet- general storage w/hinged, latching door; Lower cabinet general storage w/hinged, latching, vented door.
1	**99-3185**	**ALS Cabinet: Combine Lower and Middle to create a single opening with dual, full height 1/2" Acrylic doors, non-locking doors with Two Point Paddle Latches, one per door, and (2) Adjustable Shelves. ILOS** **NOTE: RP-90ES, ME-150/153 and 166 Models Only.**
1	**99-0511**	**Cargo Net: Head of squad bench- Type I / III 150/153 Models. Squad Bench to accommodate mounting plate and cover secured to wall structure.**
1	**99-0798**	**Glove Box Holders: (3) with hinged, black 11ga steel powder-coated door, above Curbside Entry Door.** **NOTE: DELETES STATIC VENT OVER SIDE ENTRY DOOR**

1	99-3650	**Squad Bench: Wood squad bench with wood lid shortened on rear end by same amount as front, ILOS Aluminum. NOTE: The distance at the foot of the squad bench from the shortened lid to the wall should be a minimum of 10". There will be (2) EVS Pro-4 seat belt system seating positions that include a custom contoured seat back, a single click Pro-4 seat belt, custom pads on the upper straps for shoulder comfort, a custom retractor for securing a secondary patient and a heat embossed Medix LOGO at the heat area. The head of the squad bench will include sharps/waste drop-in style storage with aluminum, powder coated red, hinged lid and standard containers. ILOS Aluminum bench.** **NOTE: For Type I 153 models only**
1	99-3653	**Cabinets: Squad Bench Overhead, with (2) flip-up 1/2" Acrylic doors with (1) Defender Latch on each door and Austin constant torque hinges installed, ILOS** **NOTE: 153 Type I Models Only**
1	99-3138	**Cabinets: Rear Overhead, Cabinet over rear doors opening with (1) flush mount, flip-up 1/2" acrylic door, (3) constant torque hinges and (1) Life-Defender latch ILOS.** **NOTE: ME-153 Type I Models Only.**
1	99-2777	**Seating: EVS 1880 Child Safety Seat, (1) Technician's Seat MDX-1880S4B with 10º back. Rear facing automotive style seat to include a Pro-4 black belt system, comfort shoulder padding with heat embossed Medix LOGO at the head area of the backrest and the child safety seat system. -ILOS Pro-4 seat.** **NOTE: Must specify seat base in separate line item.** **NOTE: Medix Modular Models Only (Not for use on RP90 models).**
1	99-0411	**Seating: EVS Seat Base, EVS CBWD reinforced cabinet base with door to storage and latch- ILOS**
1	STD	**Assist Rail:** overhead off-center toward Streetside of unit.
3	STD	**Grab handles:** 12" x 1.25" dia. stainless steel mounted on each rear entry and curbside entry door
1	STD	**Reflective Striping, Door Open Protection**: .50" Red reflective striping around interior door pan of all body doors.
		-
	09-	**Cots & Miscellaneous Items**
1	99-0726	**Cot Mount: Stryker, PowerLoad Systems, install floor plate "Only". ILOS 175-4.** **LOCATION: CENTER Mounting Location** **NOTE: ME-153, ME-166, MSV-II Models Only.**
		-
	10-	**Paint & Lettering**
1	STD	**Paint:** Body all OEM White
1	OPT	**Grayson Graphics to supply and inatall graphics package With Rear Chevrons. See Quote.**
1	1000100	**Roof Star ONLY, INSTALLED**
1	99-1098	**Windows: Privacy tint, dark vinyl applied to all three entry module entry door windows.** **NOTE: Module application only.**
		SHIP LOOSE

2	STD	**Fire Extinguisher:** (2) 5 lb- Ship Loose is Standard
2	**99-1362**	**Seat Belt: Automotive Style, (1) 2"W x 45"L female strap side and (2) footman loops. IATS** **Location: SHIP LOOSE**
TOTAL ORDER $235,984.00		

I have reviewed this Order and find it to be acceptable and ready to build.

_____ **Date:** _____

Dealer Signature

I have reviewed this Order and find it to be acceptable and ready to build with the addition of the attached, approved changes.

_____ **Date:** _____

Dealer Signature

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MEDIX SPECIALTY VEHICLES, INC.

Unit #:
xx-xxxx

DEALER:	**SOUTHWEST AMBULANCE SALES**
CUSTOMER:	**City of Roswell**
Street or P.O. Box	**425 N Richardson**
City, State, Zip	**Roswell NM 88201**
Customer Contact:	**Randy Bunch**
Customer Email:	r.bunch@roswellnm.gov
Customer Phone #:	
Sales Associate:	**Bobby Davis**
Sales Engineer:	
VIN#:	***To be assigned by MEDIX***

Chassis Model Yr	**2026**
MEDIX Model	**Metro Express 157, Type III**
CHASSIS	**Ford E-450 XL Cutaway, 7.3L Gas, 158" WB, 14,500 GVWR**
BODY	**157"L x 94"W x 72" Interior Headroom**

QTY	STD/OPT	Description
1	**15-M2-CD**	**Chassis & Conversion**
		Chassis Adjustment Cost Estimate
	01-	**Flooring & Interior Colors**
1	STD	**Cabinets:** Laminated Wood **Laminate Color**: **GRAY**
1	STD	**Upholstery:** (Specify Color)
1	STD	**Color**: **GUNMETAL** Brand: **EVS**
1	STD	**Flooring:** Lonseal - Lonspeck Topseal Twilight Zone SX111
		-
	02-	**Body & Chassis**
1	STD	This chassis is equipped with a Gasoline Exhaust System to meet the EPA standards for Gasoline exhaust emissions
	Note Weld Shop	**See Front Wall print for additional turn light locations.** **NOTE: Opticom will be installed below front 7x3 leds, DO NOT cut out for 7x3!!**
	Note Weld Shop	**DELETE STANDARD STATIC VENT OVER THE CURBSIDE ENTRY DOOR TO ALLOW FOR GLOVE BOXES - DO NOT CUT HOLE**
1	STD	**Anti-Theft Device:** IdleLock Ignition Security System, for Ford E Series Chassis Only. Locate activation button to the right side of the steering wheel.
1	STD	**Camera System:** RVS Systems RVS-MV3619N-NM-02- Includes (1) 7" rear view mirror monitor, Surface Mount back-up camera and (1) 33' camera cable. Locate: (1) Camera mounted off lower RH corner of center rear Amber light; Monitor mounted on cab windshield rear view mirror.
1	STD	All Exterior compartments coated with light gray colored rubberized polyurethane material.

1	**200015-F**	**Chassis: Air Horns, Buell dual horns, (1) 10" and (1) 12" airhorn mounted through the front bumper with a momentary switch PN:MX09102 on front console. "Standard" compressor, tank and fittings.** **Specify Compressor Location: Compt. #2 Towards Ceiling to the left of the inverter.** **NOTE: Type III Ford E Series Only.**
1	STD	**Pass-Thru** w/Sliding, latching window that slides behind driver's seat. Window to have full length extruded handle for access.
1	STD	**Compartment Lights:** Optronics ILL36CB LED Compartment lights- ALL Models Locate: (1) Ceiling of Compt #1; (2) in Compt #2- (1) URH, (1) LLH; (1) in ceiling of Compartment #3; (2) in Compt #4/5; (1) in Compt #6 (if applicable).
1	**99-0835**	**Lights: Compartment, Optronics ILL36CB LED mounted in exterior compartment IATS** **NOTE: LOCATE IN #3 LEFT WALL TO LIGHT BELOW SHELF.**
1	STD	**Compartment #1 SS Forward:** Smooth Aluminum body, ADP interior door panel, O2 "M" cylinder storage for STEEL tank, Door w/gas-strut hold-open.
1	STD	**Compartment #2 SS Center:** Smooth Aluminum body, ADP interior door panel, Open Storage, Door w/gas strut hold-open. **(DELETE STANDARD Seat Belt Strap)**
1	**99-3699**	**Compartment #2: SS center, Drop Floor, 5" PN: 33-119437, Drop Pan will set in front of the shakle cover and run side to side of the tub.** **NOTE: Will not be used for spare tire or stair chair storage.** **NOTE: 157 Type III Ford Models Only.**
1	**200280**	**Shelf: Adjustable, Aluminum Diamond Plate, Exterior Compartment (Not to be used on MSV-II models)** **Specify Location: Compt. #2**
1	**99-3700**	**Compartment #3: SS Rear, 3/4 Height, smooth aluminum body, ADP interior door panel, NO Inside/Outside access-do not cut-out tub, added backer plate behind full inboard/back wall of compartment for customer mounting of gear/brackets; (1) adjustable shelf. Door with gas strut hold-open. ILOS Mid height compartment. See special tub #: 41-119297.** **NOTE: ME-157 Type III Model Only.**
2	STD	**Rear Entry Doors:** Single piece laminated smooth aluminum door liner w/stainless steel center panel for black paddle handles; ADP kick panels.
1	**MODIFIED**	**Compartment #4/5 CS Forward:** NO body above floor, ADP interior door panel, ALS Cabinet w/ Inside/Outside access, Full-height, single Door **w/rubber socket/nylon ball hold-open, DELETE STANDARD gas strut hold-open DUE TO ALS DESIGN AND TO MATCH LAST TRUCK**. Bottom section smooth aluminum body w/roll-out battery tray w/removable, latching door.

1	STD	**Curbside Entry Door:** Single piece, laminated smooth aluminum door liner w/stainless steel center panel for black and chrome paddle handles; ADP kick panels. Gas strut door hold-open. Smooth aluminum stepwell w/Dri-Dek insert.
1	STD	**Compartment #6 CS Rear:** smooth aluminum body, Vertical backboard storage w/2 belts. Door w/gas strut hold-open.
1	**200200A**	**Power Door Locks: All Entry and Compartment Doors, wired to OEM door lock system. (Does not include additional lock switches inside module.** **NOTE: See Option 99-0754 for additional switches.** **NOTE: Not for use on MSV-II Mods.**
1	**99-0678E**	**Power Door Locks: Stealth Switch on Ford, Power Door Lock System, Push Button Switch (Grille bracket on E-series: Ford 33-102402; F-series: 33-115626)** **LOCATION: Standard position in front grille area**
1	**99-0754**	**Switching: Power Door Locks Only, (2) door lock switches, MX09145: (1) located in a horizontal 2-switch Positron panel, in standardized position on Curbside Wall above head of bench; (1) located in 2-switch position Positron switch panel, on wall at curbside rear entry door in standardized position.**
1	STD	All Entry Door paddle handle and rotary latching components will include emergency door releases located top and bottom of each door and shall meet the FMVSS 206 30G Test Requirement
1	STD	**Rear Bumper:** ADP corner pods w/Dock bumper pads, Center grip-strut flip-up step, powder coated steel frame
2	STD	**IV Hangers:** (2) Cast black rubber fold-down over knee area of Cot and Squad Bench
3	STD	**Mirrors, OEM:** (1) each cab door, (1) on interior windshield
1	STD	**Wheel Covers:** Stainless steel covers w/Valve Extenders
4	STD	**Stone Guards:** lower body corners, ADP
1	STD	**Kick Plate, Rear:** ADP, below rear doors across to corner posts.
1	STD	**Rub Rails:** C-Channel, tapered ends, Lower Body off-set mount with neoprene spacers.
2	STD	**Running Boards:** Aluminum diamond plate w/splash guards.
1	STD	**Fender Flares**: Black rubber
1	STD	**Fuel Fill:** Cast aluminum fuel fill bezel.
1	STD	**Insulation:** Pink, double sided radiant barrier/acoustic material, installed on curbside and streetside rear wheel wells.
1	STD	**Insulation:** Spray in place foam applied to curbside entry step well and both rear wheel wells
1	STD	**Undercoating:** Per QVM Guidelines
1	**99-0384**	**Chassis: Hurricane Straps, (1) mounted on the lower portion of the Cab entry door on each side of Ford E-350/450 chassis.**
		-
	03-	**Brake, Turn & Back-Up Lights**
1	**99-2817**	**Lights: DOT, Brake/Tail, Turn, Back Up: Whelen 700 Series Super LED with chrome flange, ILOS 600 Series LEDs.**

1	STD	**DOT Marker Lights:** TecNiq LED, rubber grommet bezels; (7) S34-AC09-1 Amber- (5) on front of body as Marker lights, (2) side facing on rear extrusions as Turn Signals; (7) S34-RC90-1 Red- (5) on rear of Body as Marker lights, (2) side facing as Turn Signals.
1	**300050**	**Lights: Turn Arrows, (2) Whelen 700 Series Amber LED with chrome flange on front wall below outboard emergency flasher. IATS**
		-
	04-	**Electrical, Power Distribution, Control Center & Interior Lighting**
1	STD	**Battery Switch, Automatic:** TST CDR-400. Located in Electrical Cabinet.
2	STD	**Batteries:** OEM Locate: (1) Under hood, (1) In roll-out tray in Compartment #4/5
1	STD	**Front Console/ Switch Panel:** Formed Aluminum body powder coated black and attached to chassis floor. Switch panel: Engraved black plastic with LED lighted switches for Emergency Master, Primary/Secondary Modes, Siren/Horn, Left, Rear and Right Floods, Back-Up Alarm, Module Disconnect. Siren mounted in engraved panel below switches.
1	**99-1356**	**Switch Panels: Front, To have SWAS Logo - PN MX01565 for Front Switch Panel, ILOS Panel with Medix Logo.** **NOTE: Type I & III Models Only.**
1	**99-0747**	**Electrical: Antenna, (2) 25' Coax with 3/8" through-hole antenna bases prewired to roof ILOS standard coaxial cables.** **NOTE: MEDIX to drill hole and complete mount. Terminate coax with standard Power/Ground for each at the front console.** **Note: Modular Units Only.** **NOTE: all ends to have 3-ft tails: (1) Constant Hot & (1) Battery switch Hot (coaxs will run to std. dome #1 and #2 locations)**
2	**99-1274**	**Electrical: Prewire, (1) Ethernet Cable, CAT-6 25' cable to run from electrical cabinet to behind front console; (1) Ethernet Cable CAT-6 25' cable to run from electrical cabinet to ceiling of compartment #6**
10	STD	**Dome Lights:** LED w/flange; 2-banks of five (4), switched separately with Hi/Lo functions.
1	STD	**Action Area Light:** 12 VDC LED light, with On/Off switch on rear control panel
1	STD	**USB Port:** Vanner VSS-USB dual port 2Amp mounted on A/A wall
1	**99-0617**	**Electrical: Shoreline, 125VAC, 20-Amp, Kussmaul SUPER Auto Eject P/N: 091-55-20-120 side wired with hinged, yellow, weatherproof cover, Located above Compartment #2 on Streetside. Will have to be mounted on a Kussmaul Stainless Steel E-Z mounting plate P/N: 091-185-009 with green indicator light for ease of access. Mating Connector to be shipped loose. ILOS**
1	STD	**Timer:** 5-minute check-out, wired to CS High mode dome lights

1	**99-0994**	**Switching: Timer, Intermatic FD30MHW 30 minute spring wound rotary style timer with "HOLD" feature wired to patient compartment dome lights.** **Location: C/S WALL BY ENTRY DOOR**
1	**99-3022**	**Inverter: Vanner LSC12-2000- 2000 watt Pure Sine Wave with battery charger and built in GFI. Remote controlled with switch in rear panel. (This option deletes the GFI in the A/A wall). ILOS** **NOTE: OPTION 99-1955 IS REQUIRED WHEN ANY INVERTER IS MOUNTED IN ANY BULKHEAD or INTERIOR ENCLOSED CABINET. OPTION 99-2899 DUAL FANS REQUIRED ON RP-90ES and 150 MODELS. (N/A on P/T RP90 models and Transits)** **Location: On ceiling and back wall of Compartment #2, right hand side of compartment.**
1	**400150**	**Electrical: Battery Charger, DELETE STANDARD (when adding Inverter with integral charger)**
1	STD	**Breaker Box:** 125 VAC w/20-Amp Breaker located behind the driver's seat base. GFI receptacle located on the Action Area wall.
3	**MODIFIED**	**12 VDC Outlets: Delete (1) in Action Area, Move to lower RH corner of upper rear cabinet (for customer to plug in their IV Warmer),** (1) in ALS Cabinet **- the ALS outlet will need to be in a surface mount style box due to the divider-track wires on back side of stair chair divider at top.**
2	**400020**	**Electrical: 12VDC, Receptacle, Cigar style. IATS** **Location(s): (1) On left end of extended action area and (1) Upper back wall of Compartment #2 below the inverter. This 12v outlet will be in a surface mount style box and will be mounted horizontally to the left of the 125v. Outlet - To be Constant Hot.**
2	**99-0076**	**Electrical: 12VDC, 12 gauge power & ground. IATS** **Location(s): (1) Left wall of Comp #2; (1) Ceiling of compartment #6 - Constant/Battery.**
3	**MODIFIED**	**125 VAC Outlets**, **Duplex:** (1) in Action Area, (1) in ALS Cabinet - **the ALS outlet will need to be in a surface mount style box due to the divider-track wires on back side of stair chair divider at top.**
3	**400100**	**Electrical: 125VAC, Duplex Outlet, IATS** **Specify Location: (1) on left end of extended action area, (1) Curbside Wall at foot of Squad bench; (1) located in compartment #2 on back wall below inverter, in a surface mount style box and will be mounted horizontally to the right of the 12v. Outlet.**
1	STD	**Rear Switch Panel:** Engraved black plastic panel with (10) LED lighted switch positions for Dome Lights (2), Vacuum (1), Vent (1), A.A. Light (1), Inverter (1), Spare switches and digital clock w/Mode Buttons. MX01517.
1	STD	**Electrical Cabinet:** Located over cabin-module connection w/latching, recessed, vented door
1	**99-1558**	**Lights: Spotlight, 300,000 CP handheld, hard wired, with momentary On/Off switch, located in cab. Able 2 PN: 06-300**

		-
	05-	**Warning Lights & Sirens**
1	**STD**	**Lights:** Warning, Whelen LED EMERGENCY Lighting Package- Ford, Chevy Type I and Type III- Models ONLY. **NOTE: Does not include LED Scene Lights.**
		All LED lights shall have CLEAR Lenses. All emergency and scene lighting shall have chrome flanges in standard locations.
	MODIFIED	**Front of Body:** Add **(8)** Whelen **700** Series Super-LEDs- Specify pattern by LED **Color (6) Red and (2) White: R-R-W-R-R-W-R-R.** Outer (2) **RED** lights and the (2) **WHITE** lights flash on K-Spec flasher. Inner (4) **RED** flash independently on Light Bar switch on front console. **NOTE: See option below for 700 series led options.**
6	**99-2884**	**Lights: Warning, (1) Whelen 700 Series Red Super LED with clear lens 70R02FCR and chrome flange, ILOS 900 Series Red Super LED (90RR5FCR) and chrome flange.** **SPECIFY LOCATION: front wall see above**
1	**99-0932**	**Lights: Warning, Whelen 700 Series White Super LED 70C02FCR, ILO 900 Series White Super LED (90CC5FCR)** **SPECIFY LOCATION: front wall see above**
1	**99-1380**	**Lights: Warning, (1) Whelen 700 Series Super-LED 70C02FCR White with clear lens and chrome flange, IATS** **Must specify location: FRONT WALL SEE ABOVE**
		Sides of Body: (4) Whelen 900 Series Red Super-LEDs: (2) each side in upper corners
		Rear of Body: (4) Whelen 900 Series Red Super-LEDs: (2) in upper outboard corners, (2) Mid-Body wired as Warning/Brake at the window level; (1) Whelen 900 Series Amber Super-LED in the center position over the rear doors.
	MODIFIED	**Brake, Turn & Back-Up Lights:** Whelen **700** Series LEDs
		Lights, Warning, Intersection Lights: (2) Whelen 700 Red Series Super-LEDs on front fenders
1	**500210**	**Lights: Warning, (2) Whelen 700 Series Super-LED 70R02FCR Red with clear lens and chrome flange 7EFLANGE, IATS above rear wheel wells as rear intersection lights. Wire to Primary circuit only.**
1	**99-0106**	**Scene Lights: Front AND Rear side scene lights ON in Reverse.** **NOTE: requires additional relay**
2	STD	**Lights, Warning, Grille:** LINZ6R Red LED w/clear lenses & chrome flanges on center grille bar
4	STD	**Lights: Scene**, Whelen 900 Series Halogen with flange included - (2) Each Side of Module
2	STD	**Lights, Load:** Whelen 900 Series Halogen with flange included - (2) over rear entry doors
1	STD	**Flasher:** Dual mode flasher for Warning Light system, **Vanner 9860GCPE**
2	STD	**Siren Speakers:** Dual 100 Watt drivers mounted through the front bumper
1	STD	**Siren:** Whelen 295 SLSA1, 200 Watt
1	**99-0354-FE**	**Siren: Whelen Low Frequency "Howler" with HWLRB4 brackets for Ford E-Series. NOTE: Includes (2) Speakers.**

1	**99-1920**	**Lights: Scene/Load, (2) Whelen PSL1P Single Panel, low profile swivel mount Slimline Series LED flood lights mounted on the OEM FRONT BUMPER. SEE PREVIOUS UNIT 22-3033) ANGLE OUTWARD.** **NOTE: Mount so that light heads are directed to the driver's side and passenger side. Lights to be activated with separate switch labeled "Front Flood" MX09212**
		-
	06-	**Oxygen, Vacuum & Miscellaneous Items**
3	STD	**Oxygen Outlets:** Quick-connect style, (2) in Action Area, (1) over Squad Bench
1	**600070**	**Oxygen: Electric O2 with manual bypass and switch mounted on A/A panel**
1	**MODIFIED**	**Suction Aspirator System: SSCOR disposable container w/gauge and quick-connect**; SSCOR vacuum pump mounted **on ceiling of Compartment #2, to the left of the inverter.**
1	**99-0639**	**Suction System: SSCOR with SS Bracket for container, electric pump- ILOS Rico System.** **LOCATE: Gauge on Action Wall panel per print and Suction canister w/VAC outlet in recessed pocket.**
1	STD	**Oxygen Cylinder Retention:** For "M" cylinder, black steel w/3-spring buckle straps and top collar, located in Compartment #1
1	STD	**O2 Regulator:** Amvex, 50psi, pre-set
		-
	07-	**AC / Heat**
1	STD	**HVAC System:** High capacity free blow combination Heat-AC system with digital thermostat control on the action area wall. HVAC unit mounted in front bulkhead above the ALS.
		-
	08-	**Cabinets, Hardware & Miscellaneous Items**
1	STD	**Main Streetside Wall Cabinets:** Specify desired configuration-
1	**STD**	**Full Wall of Cabinets with Extended Action Area Countertop**
		Main Wall Cabinets will have (1) adjustable shelf in each and sliding polycarbonate doors with full height extruded handles. See Prints for Configuration.
1	STD	**Action Area Overhead Cabinet:** Single cabinet full-height/full-depth of Action Area with sliding polycarbonate doors and full height extruded handles.
1	**MODIFIED**	**Extended Action Area and Switch Panel:** Laminated, sealed countertop and vertical ALUMINUM panel with **Suction system, SSCOR Vacuum gauge, (1) Bypass,** (2) Oxygen outlets, (1) USB, (1) 125VAC Outlet and digital Thermostat. Switch panel MX01517 includes (10) switch positions and digital clock w/Mode Buttons. **NOTE: Relocate (1) 12VDC outlet to the upper rear cabinet, lower right hand corner.** **NOTE: Additional 125v and 12v on left end of A/A panel.**

1	**99-1369**	**Defibrillator Mount: Monitor mount backer plate installed below EXTENDED action area countertop. PN:33-102292 - 15" x 28" x .25" aluminum plate** **NOTE: Far Left end of Extended A/A Shelf**
1	**99-1369**	**Defibrillator Mount: Monitor mount backer plate installed below EXTENDED action area countertop. PN:33-102292 - 15" x 28" x .25" aluminum plate** **NOTE:IN ADDITION TO THE STANDARD ONE TO GIVE CUSTOMER 56" OF COUNTERTOP WITH BACKER UNDER IT.**
1	**99-3701**	**Cabinets: Main Cabinet Wall, Extended Action Area with 2nd full depth Overhead cabinet; Upper and Lower Rear Cabinets to be divided vertically into two separate cabinets each. See Print E. Upper rear main to have sliding polycarbonate doors. Lower cabinet to have hinged 1/2" acrylic door w/non-locking paddle latch and (1) adjustable shelf.** **NOTE: ME-157 Models Only.**
1	**99-1144**	**Cabinets: Add recessed pocket below A/A countertop for SSCOR suction canister and Vacuum outlet ILO mounting canister on the A/A panel.**
1	STD	**Bulkhead Wall Cabinets**: HVAC cabinet above Tech Seat; Electrical Cabinet located above cabin-module connection w/hinged, latching, vented door
1	STD	**Bulkhead Cabinets:** Upper cabinet- general storage w/hinged, latching door; Lower cabinet general storage w/hinged, latching, vented door.
1	**99-3702**	**ALS Cabinet: Stair chair storage with access thru exterior compartment door. There will be a Fixed divider 10" from bulkhead wall for Stair Chair storage - cut divider 7" back from exterior door opening. Interior ALS access will have (2) tall wood doors with a non-locking paddle latch on each door. There will be (3) adjustable wood, half-shelves on patient compartment side of divider, shelves to have chamfered ends on door side and HD edge trim. Requires deleting of the gas-strut hold-open and using the ball socket hold-open on the exterior door.** **NOTE: ME-157 Models Only**
1	**99-0798**	**Glove Box Holders: (3) with hinged, black 11ga steel powder-coated door, above Curbside Entry Door.** **NOTE: DELETES STATIC VENT OVER SIDE ENTRY DOOR**
1	**99-3333**	**A-Bar: WITH Sharps/Waste, 15" Wide; .250" Mounting plate. Requires squad bench assembly print different than standard.** **NOTE: RP90 and ME157 Models Only.**
1	**MODIFIED**	**Squad Bench:**
	1	Full length hinged lid w/TriMark latch for access to interior storage; Full length upholstered seat cushion **(DELETE STANDARD Sharps/Waste Area.)**

	2	2) EVS Pro-4 seat belt system seating positions. The seat belt positions shall include a custom contoured seat back, a single click Pro-4 seat belt, custom pads on the upper straps for shoulder comfort, a custom retractor for securing a secondary patient and a heat embossed Medix LOGO at the heat area.
1	**DEL**	**DELETE STANDARD Sharps/Waste: Drop-in style with aluminum, powder coated red, hinged lid and standard containers, located at head of squad bench.**
1	STD	**Cabinet, Squad Bench Overhead:** with (2) flip-up 1/2" Acrylic doors and Eberhard two point paddle latches with constant torque hinges.
1	STD For 2024 Model	**Cabinet, Rear Overhead:** Cabinet over rear door opening with (1) flip-up 1/2" Acrylic door, LifeDefender latch, and constant torque hinges.
1	**99-2777**	**Seating: EVS 1880 Child Safety Seat, (1) Technician's Seat MDX-1880S4B with 10º back. Rear facing automotive style seat to include a Pro-4 black belt system, comfort shoulder padding with heat embossed Medix LOGO at the head area of the backrest and the child safety seat system. -ILOS Pro-4 seat.** **NOTE: Must specify seat base in separate line item.** **NOTE: Medix Modular Models Only (Not for use on RP90 models).**
1	STD	**Seat Base:** EVS CB-Side storage base for EVS Technician's Seat
1	STD	**Assist Rail:** overhead off-center toward Streetside of unit.
3	STD	**Grab handles:** 12" x 1.25" dia. stainless steel mounted on each rear entry and curbside entry door
1	STD	**Reflective Striping, Door Open Protection**: .50" Red reflective striping around interior door pan of all body doors.
		-
	09-	**Cots & Miscellaneous Items**
1	**99-0726**	**Cot Mount: Stryker, Power/Performance Load Systems, install floor plate "Only". ILOS 175-4.** **LOCATION: Dealer Must Specify Mounting Location** **NOTE: ME-153, ME-157, ME-166, MSV-II Models Only.**
		-
	10-	**Paint & Lettering**
1	STD	**Paint:** Body all OEM White
1	**OPT**	**Grayson Graphics to supply and inatall graphics package With Rear Chevrons. See Quote.**
1	**1000100**	**Roof Star ONLY, INSTALLED**
1	**99-1098**	**Windows: Privacy tint, dark vinyl applied to all three entry module entry door windows.** **NOTE: Module application only.**
		-
		SHIP LOOSE
2	STD	**Fire Extinguisher:** (2) 5 lb- Ship Loose is Standard

2	99-1667	**Oxygen: O2 Cylinder Mount, (1) CPI OA1201-D-1 strapless oxygen bottle holder with mounting plate, for (1) "D" cylinder.** **Specify Location(s): Ship Loose**
TOTAL ORDER $199,620.83		

I have reviewed this Order and find it to be acceptable and ready to build.

_____ **Date:** _____

Dealer Signature

I have reviewed this Order and find it to be acceptable and ready to build with the addition of the attached, approved changes.

Dealer Signature

NEW!

Please click the link below to complete the Medix Purchase Agreement Standard Terms & Conditions.
Please note, your order will not be accepted without receipt of the signed Terms & Conditions.

Medix Purchase Agreement Standard Terms & Conditions for Sale

Due to on-going product improvements and the changing requirements of the ambulance industry, MEDIX Specialty Vehicles, Inc. reserves the right to change product specifications and related products without prior notice and without any obligation to change prior products or parts. ALL PATENTS RIGHTS RESERVED.

Product quotes are subject to change. Purchase Price will be the published price list within Quote/Order Entry System on the date of order acceptance by Company

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 6.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval to issue a purchase order in the amount of $86,526.03 to Code 3 Services for the purchase and installation of radio equipment necessary for ambulance communications. (Corn/Bunch)

BACKGROUND:
Initiated by: Randy Bunch

As part of the planned implementation of the Roswell Fire Department (RFD) ambulance transport service, it is critical that each ambulance be fully outfitted with mobile and portable radio equipment. This will ensure direct and reliable communication with the City of Roswell Dispatch, receiving hospitals, and other responding agencies. Effective and immediate communication is essential for coordinating emergency response, ensuring firefighter and paramedic safety, and delivering high-quality patient care.

FINANCIAL CONSIDERATION
Funding Source: This purchase is not included in the FY26 Adopted Budget. Funding will be appropriated from the available fund balance in the Public Safety Fund 5500. A budget adjustment will be required to increase appropriations in line item 55004125 817505 to cover the cost of the purchase and installation of radio equipment necessary for ambulance communications.

Cost: 86,526.03
New Mexico State Contract
SPA number: 10-00000-20-00048

LEGAL REVIEW:
Not at this time.

BOARD AND COMMITTEE ACTION:
Public Safety recommended approval 3-0 at its meeting on July 15, 2025. The Finance Committee recommended approval 5-0 at its meeting on August 7, 2025..

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Radios

PROPOSAL

Roswell Fire Department
200 S. Richardson Ave
ROSWELL NM 88203

Date
Jul 9, 2025

Expiry
Oct 7, 2025

Quote Number
20255472

Reference
Ambulance Radios

CODE 3 SERVICE, LLC
2323 Aztec Rd NE - STE A
Albuquerque, NM 87107
ABQ (505) 407 2310
Taos (575) 737 8884
Roswell (575) 363 3135

Item	Description	Quantity	Unit Price	Discount	Tax	Amount USD
VM-8000	Kenwood Viking 8000 Mobile Radio-Tri-Band radio in one RF deck. Configured with VHF and UHF bands. Radio is configured as Dual Remote-Control Head and has all mounting hardware. Software enabled options are Analog Conventional, P25 Conventional, Multikey DES Encryption, ARC4 Encryption, P25 Authentication, WiFi, Bluetooth, Truevoice™ Noise Cancellation and 3 year warranty on Radio.	8.00	6,858.10	25.00%	Tax Exempt	41,148.60
ANTKIT	Vehicle Antenna Kit - Includes NMO roof mount, 17' low loss coax, connector, and Antenna	8.00	275.00	25.00%	Tax Exempt	1,650.00
VP-5230F2	Kenwood Viking 5000 VHF P25 Digital Portable Radio with Limited Keypad.Includes Antenna, Belt Clip, Battery, Speaker Microphone, and 3 Year Warranty. Enabled Options: P25 Digital, P25 Trunking, ARC4 & DES Encryption, and VoteScan	16.00	2,713.70	25.00%	Tax Exempt	32,564.40
KSC-52BK	Viking Portable Charger, B Pocket	16.00	107.00	25.00%	Tax Exempt	1,284.00
INSTALL	Installation of VM-8000 Dual control head into an ambulance. Install time is 10 hours per unit at $95.00 per hour	8.00	950.00		7.8958%	7,600.00
PROGRAM	2-way Radio Programming 1 hour per radio.	24.00	65.00		7.625%	1,560.00

Subtotal *(includes a discount of 25,549.00)*	85,807.00
TOTAL TAX	719.03
TOTAL USD	**86,526.03**

Terms

New Mexico State Contract
Communications, Radio Equipment, Parts, Accessories and Related Services
SPA Number 10-00000-20-00048

State of NM Vendor # 116813

Proposal Terms & Conditions

All proposals are valid for 30 days from the date issued. We reserve the right to withdraw a proposal at any time and for any reason. Shipping or freight charges may be added to the final invoice if they are not explicitly included in the proposal.

Please note that due to ongoing fluctuations in U.S. trade policy, including the implementation and partial suspension of tariffs on goods from countries such as Mexico, Canada, and China, pricing remains subject to change. While we have made efforts to avoid immediate adjustments, the situation remains fluid. We are actively working with our suppliers to mitigate potential cost impacts and maintain the best possible pricing for our customers.

As this situation evolves, customers should be aware that price increases may occur at any time without prior notice.

Regular City Council Meeting 7.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval to issue a purchase order to Howe Medical in the amount of $763,099.92 for eight (8) gurneys and eight (8) cardiac monitors. (Corn/Bunch)

BACKGROUND:
Initiated by: Randy Bunch

Purchase gurneys and cardiac monitors for new ambulances to make the units transport capable. In order for the fire department to maintain its Advanced Life Support program throughout the state of NM, this equipment is a requirement for the treatment and transport of patients.

FINANCIAL CONSIDERATION
Funding Source: This purchase is not included in the FY26 Adopted Budget. Funding will be appropriated from the available fund balance in the Public Safety Fund 5500. A budget adjustment will be required to increase appropriations in line item 55004125 817505 to cover the cost of eight (8) gurneys and eight (8) cardiac monitors.

Cost $763,099.92
Sourcewell Contract Number: 041823

LEGAL REVIEW:
Not at this time.

BOARD AND COMMITTEE ACTION:
Public Safety recommended approval 3-0 at its meeting on July 15, 2025. The Finance Committee recommended approval 5-0 at its meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Stryker Quote

stryker

8 Trucks 2025

Quote Number: 11145171

Version: 1

Prepared For: CITY OF ROSWELL FIRE DEPT

Attn:

Quote Date: 07/09/2025

Expiration Date: 04/11/2025

Remit to:
Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Alexandra Howe
Email: alexandra.howe@stryker.com
Phone Number: (847) 224-5751
Mobile: (847) 224-5751

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	CITY OF ROSWELL FIRE DEPT	Name:	CITY OF ROSWELL FIRE DEPT	Name:	CITY OF ROSWELL FIRE DEPT
Account #:	20003408	Account #:	20003408	Account #:	20003408
Address:	200 S RICHARDSON AVE	Address:	200 S RICHARDSON AVE	Address:	200 S RICHARDSON AVE
	ROSWELL		ROSWELL		ROSWELL
	New Mexico 88203-5730		New Mexico 88203-5730		New Mexico 88203-5730

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/ CELL/LN/CPRIN,STD,BT	8	$45,283.40	$362,267.20
2.0	11335-000001	LIFEPAK FLEX Lithium-Ion Battery	8	$551.00	$4,408.00
3.0	11140-000102	LIFEPAK FLEX Battery Charger	8	$1,653.00	$13,224.00
4.0	41335-000001	LIFEPAK 35 AC Power Adapter Kit	8	$1,377.50	$11,020.00
5.0	11140-000131	AC Power Cord (North America, hospital grade)	8	$59.51	$476.06
6.0	11996-000519	LNCS-II Reusable rainbow 8-wavelength Adult Sensor	8	$489.84	$3,918.71
7.0	11996-000520	LNCS-II Reusable rainbow 8-wavelength Pediatric Sensor	8	$538.88	$4,311.02
8.0	11160-000011	Reusable Cuff, Infant, 8-14 cm	10	$17.08	$170.81
9.0	11160-000013	Reusable Cuff, Pediatric, 13-20 cm	10	$19.29	$192.85
10.0	11160-000021	Reusable Cuff, Small, Adult, 18-26 cm	11	$22.04	$242.44
11.0	11160-000019	Reusable Cuff, X-Large, Adult, 35-44 cm	10	$38.13	$381.29
12.0	11335-000005	LIFEPAK Printer Kit	8	$1,653.00	$13,224.00
13.0	11260-000073	Shoulder Strap	8	$41.33	$330.60
14.0	11335-000008	LIFEPAK 35 Storage Bag Kit	8	$330.60	$2,644.80
15.0	11111-000041	LIFEPAK 3-wire extended precordial ECG cable	8	$66.12	$528.96
16.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	8	$33,532.41	$268,259.28

PENDING APPROVAL

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

stryker

8 Trucks 2025

Quote Number: 11145171

Version: 1

Prepared For: CITY OF ROSWELL FIRE DEPT

Attn:

Quote Date: 07/09/2025

Expiration Date: 04/11/2025

Remit to:
Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Alexandra Howe

Email: alexandra.howe@stryker.com

Phone Number: (847) 224-5751

Mobile: (847) 224-5751

#	Product	Description	Qty	Sell Price	Total
17.0	650707000002	KIT, ALVARIUM BATTERY, SERVICE	8	$982.23	$7,857.84
18.0	650700450301	ASSEMBLY, BATTERY CHARGER	8	$1,405.92	$11,247.36
19.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	8	$32.19	$257.52
20.0	6392000001	PERFORMANCELOAD W/CHARGE,PLATE	8	$7,198.38	$57,587.04
20.1	6392026000	STANDARD COMPONENTS		$0.00	$0.00
20.2	6392001901	LABEL, 6392-000-001 SPEC		$0.00	$0.00
20.3	6392001015	INDUCTIVE CHARGING OPTION		$0.00	$0.00
20.4	639207000001	FLOOR PLATE, ASSEMBLY KIT		$0.00	$0.00
20.5	639200200000	ONE PER UNIT, MANUAL, ENGLISH		$0.00	$0.00
			Equipment Total:		$762,549.92

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Shipping and Handling:	$550.00
Grand Total:	$763,099.92

Comments:

Sourcewell Contract 041823

Prices: In effect for 30 days

PENDING APPROVAL

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

stryker

8 Trucks 2025

Quote Number:	11145171	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1		
Prepared For:	CITY OF ROSWELL FIRE DEPT	Rep:	Alexandra Howe
	Attn:	Email:	alexandra.howe@stryker.com
		Phone Number:	(847) 224-5751
		Mobile:	(847) 224-5751
Quote Date:	07/09/2025		
Expiration Date:	04/11/2025		

Terms: Net 30 Days

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

PENDING APPROVAL

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 8.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of authorization for an expenditure of $416,434.00 for two new CDL buses from Creative Bus Sales/Model1. (Corn/Hicks)

BACKGROUND:
Initiated by: Becky Hicks.

The NMDOT has been saving insurance funds for the City of Roswell from wrecked buses. At this time, they are holding $114,837.33 in insurance funds that they are willing to apply to our 20% cost of the new buses. They have already agreed to pay the City portion of the FY2025 non-CDL bus order that was placed last year in the amount of $39,638.60. The balance remaining of the extra funds is $75,198.73. This year's City cost to order two new CDL buses is $83,286.80. After applying the $75,198.73 of funds NMDOT is holding, the overage cost is $8,088.07 which we will transfer from our Fuel account in our current FY2026 budget that was already approved by the Council.

FINANCIAL CONSIDERATION
The total City cost for these buses is $8,088.07, which can be funded by the approved budget for FY2026 Transit, as authorized by the City Council. A budget adjustment of $408,345.93 will be necessary, with $408,345.93 allocated to Revenue and $408,345.93 to Expense. This adjustment has been included in this month's request from the Finance Department.

Funding Source: An increase to revenue line 2610 443100 in the amount of $408,345.93 and an increase to expense line 26104511 817506 in the amount of $408,345.93.

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

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at its meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Creative Bus Sales Buyer's Contract
Creative Bus Sales Buyer's Contract
Oklahoma Contract

MODEL 1

Model 1 Commercial Vehicles, Inc.
5760 Pino Ave NE
Albuquerque, NM 87109

Phone: (505) 508-5944
Fax: (909) 645-5529
model1.com

BUYER'S ORDER CONTRACT

Date:	July 1, 2025	**Unit #(s):**	TBD
Buyer Name:	City of Roswell		
Contact:	Becky Hicks	**Phone:**	575-626-2294
Address:	425 Richardson Ave.	**Fax:**	
City, State, Zip:	Roswell, NM 88201	**E-Mail:**	b.hicks@roswell-nm.gov
Buyer ID:		**Salesperson:**	Casey Gaskins
Ship To Address:	Attn: Becky Hicks - City of Roswell - 425 Richardson Ave.		
Ship To Address Cont'd:	Roswell, NM 88201		
Ship To Phone:	575-626-2294	**Ship To Email:**	b.hicks@roswell-nm.gov
Finance Source:		**Contact:**	
Address:		**Phone:**	
City, State, Zip:		**County:**	
Description of Vehicle:	Arboc Spirit of Freedom		
NMDOT Portion: (80%) $166,573.60			
NMDOT Portion (Insurance) $33,555.33			
Roswell Portion: $8,088.07			
VIN #:	TBD		
Engine Type:	Gas	**Shipping Terms:**	CPT Shipping
Number of Passengers:	23	**Wheelchair Positions:**	2
Estimated Delivery Date:	July 19, 2025	**Payment Terms:**	Net 30

		Unit Price	$ 208,217.00
		Delivery	$ -
Possession State:	**NM**	Incentive (Non-Taxable)	$ -
		Rebates (Taxable)	$ -
		Doc Prep Fee (Taxable)	$ -
		Base Selling Price	$ 208,217.00
			$ -
		Total Taxable Amount	$ 208,217.00
		Sales Tax (Estimated)*	$ -
0.000%			$ -
Notes:			$ -
*** The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.**			$ -
		DMV Fees* (Estimated)	$ -
All rebates and incentives will be signed over to Dealer.		DMV Electronic Filing Fee	$ -
		Tire Fee	$ -
		Fees Sub-Total	$ -
		Total Price Per Unit	$ 208,217.00
		Quantity	1
		Contract Total	$ 208,217.00
		0.00	
		Customer Net Trade	$ -
		Customer Deposit	$ -
			$ -
		Balance Due	$ 208,217.00

Remit To: PO Box 713176, Chicago, IL 60677-0376

General Terms and Conditions of Dealer Vehicle Sale

1. Applicability. These General Terms and Conditions of Dealer Vehicle Sale (these "**Terms**") are the only terms that govern the sale of all vehicles and any services thereto ("**Vehicle**") by Model 1 Commercial Vehicles, Inc. ("**Dealer**") to the buyer named on the Buyer's Order Contract (as defined below) to which these Terms are attached ("**Buyer**" or "**You**"). Collectively Buyer and Dealer are referred to as the "**Parties**" and individually as "**Party**." The accompanying Buyer's Order Contract setting forth the Vehicle to be purchased (the "BOC") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement supersedes any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted a purchase order or such terms. Dealer expressly rejects Buyer's general terms and conditions of purchase, and fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions or serve to modify or amend these Terms. Acceptance of this Agreement by Buyer shall be deemed as the earlier of (i) Buyer's signature to the BOC and (ii) Buyer's acceptance of the Vehicle. Notwithstanding anything herein to the contrary, if a written contract signed by both Parties is in existence covering the sale of the Vehicle ("**Master Agreement**"), then the Master Agreement shall prevail to the extent of any inconsistency with these Terms.

2. DEALER MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED. This Vehicle is sold by Dealer "AS-IS" with no Dealer guarantee or warranty, implied or express, except as noted in Section 3. All warranties on this Vehicle are made by the manufacturer, and not the Dealer. DEALER HEREBY DISCLAIMS AND EXCLUDES FROM THIS SALE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PURPOSE; OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. Buyer understands Dealer does not warrant the year of this Vehicle, the year of the chassis, or the year of any of its component parts, and that the manufacturer(s) of the Vehicle chassis or component is solely responsible for the year assigned to this Vehicle to the extent its year is referenced in the Agreement. If Buyer is purchasing a "new" Vehicle as indicated above, Buyer acknowledges that "new" means that the Vehicle has not been previously titled to an end user although the Vehicle may have been used in a demo or a show. Buyer understands and agrees that manufacturer(s)' written warranties, if any are applicable to this Vehicle, will be provided by Dealer at the time of Vehicle delivery, or made available earlier upon Buyer's request. Buyer acknowledges that Dealer is not an agent of the manufacturer and that Dealer has not represented or misrepresented the terms of any applicable manufacturer(s)' written warranties. Buyer understands and agrees that if either of Buyer or Dealer should breach this Agreement or if Buyer institutes any claim arising out of the purchase of the Vehicle, the statute of limitations for any such claim is limited to one (1) year from the date of sale

3. LIMITED SERVICE WARRANTY. Dealer represents and warrants to Buyer that it shall perform any services performed to the Vehicle using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. Dealer shall not be liable for a breach of this Section 3 unless Buyer gives written notice of the defective services, reasonably described, to Dealer within seven (7) days of the time when Buyer discovers or ought to have discovered that the services were defective, and in no event shall Dealer be responsible for any defective services later than sixty (60) days following Notification (as set forth in Section 8). Dealer shall, in its sole discretion, either (a) repair or re-perform such services; or (b) credit or refund the price of such services at the pro rata contract rate. THE REMEDIES SET FORTH IN THIS SECTION 3 SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND DEALER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED SERVICE WARRANTY SET FORTH IN THIS SECTION 3. If the services include the installation of accessories, parts or components manufactured by third parties, Dealer makes no warranty whatsoever regarding such third-party accessories, parts and components. Dealer will pass through any third-party warranties on such accessories, parts and components.

4. DEALER NOT AGENT OF MANUFACTURER. Dealer is not the agent of the manufacturer. Dealer is not responsible for changes by the manufacturer in the price, available rebate, design or accessories of specially ordered vehicles. If Dealer's price increases on a Vehicle, or if a rebate to be received by Dealer is reduced or eliminated, or the Vehicle becomes subject to a tariff, the Buyer's price will be increased by a like amount. If the Vehicle price increases by more than 10% (excluding price increases due to tariffs) and Buyer is dissatisfied with the increase, Buyer may cancel this order and Buyer's deposit and trade-in or the actual cash value of the trade-in, if sold, minus any loan, will be refunded. Buyer understands that manufacturer may, from time to time, change the model, design, or other elements, including the parts and accessories, in the Vehicle and at any time a manufacturer makes such changes, neither Dealer nor manufacturer are obligated to make the same changes to Buyer's Vehicle, even if such changes are made prior to delivery of the Vehicle.

5. DEPOSIT; PAYMENT. Unless otherwise other payment terms are indicated on the BOC, (i) a deposit is due at the time of signing this Agreement and before the Vehicle will be ordered or prepared for delivery by Dealer, and (ii) the balance due shall be paid in full within 48 hours of Notification (as set forth in Section 8) and before the Vehicle will be released to the Buyer. For any payment terms, in the event Buyer does not make timely payment in full, Dealer may charge Buyer interest on any overdue amount at a rate of 10% per annum or the maximum allowable rate under applicable law, whichever is less, until the overdue amount is paid in full. The Vehicle will not be titled to the Buyer until the contract total for such Vehicle plus any interest charges indicated herein are paid in full.

6. CANCELLATION; CHANGE FEES. There is no "cooling off" or other cancellation period for vehicle sales or services. Therefore, Buyer cannot later cancel this Agreement without the agreement of Dealer, or for legal cause. Further, if either party wishes to change any term of this Agreement or the details of the Vehicle set forth on the BOC after acceptance of this Agreement, neither party shall be bound by such changes after the date of this Agreement unless mutually agreed upon in writing. If Buyer wishes to change any detail of the BOC related to the Vehicle being purchased, Buyer shall submit details of the requested change to the Dealer in writing. Dealer shall, within a reasonable time after such request, respond to Buyer's request indicating (i) the acceptance or denial of the change, (ii) the likely impact to timing of the Vehicle's delivery, and (iii) any necessary variations to the fees (including any change fees that may be charged by Dealer). Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of the change.

7. DELAYS. Buyer will not hold Dealer liable for any failure or delay in performing this Agreement if such failure or delay is caused by any event outside of Dealer's reasonable control, including, without limitation, (a) any act or omission of the Vehicle manufacturer or any component part manufacturer; (b) Buyer's delay to respond promptly to any Dealer request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Dealer to perform services in accordance with the BOC, (c) acts of God, natural disasters, flood, fire, earthquake, or explosion; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (e) government order, law, or action; (f) embargoes or blockades in effect on or after the date of this Agreement; (g) national or regional emergency; (h) telecommunication breakdowns or power outages or shortages; (i) epidemics, pandemics, or acts of quarantine; and (j) other similar events beyond the reasonable control of Dealer.

8. DELIVERY; INSPECTION; RISK OF LOSS. The method of delivering the Vehicle ("Delivery") shall be set forth in the BOC and if no such method is defined, then Buyer is responsible for picking up the Vehicle at the Dealer location within forty-eight (48) hours after being notified that the Vehicle is ready for delivery ("Notification"). Unless otherwise set forth in the BOC, the Vehicle will be delivered ExWorks (Dealer location) and full risk of loss will pass upon Notification that the Vehicle is ready for Delivery. If the Buyer delays Delivery of the Vehicle more than five (5) days after Notification, Dealer will have the right to charge a storage fee of $50 per day for storage of the Vehicle.

9. BUYER'S INSPECTION. If the Vehicle is delivered via a transportation carrier, Buyer shall immediately inspect the Vehicle upon arrival and report any defects resulting from transportation of the Vehicle directly to the transportation carrier through such carrier's reporting processes. Separately, within forty-eight (48) hours after Delivery, Buyer shall inspect the Vehicle for conformance to the BOC and report any issues to Dealer ("Inspection"). Upon Delivery and Inspection, Buyer acknowledges: (i) having received ample opportunity for, and actually inspecting the Vehicle as fully as Buyer desires and (ii) utilizing and relying solely upon Buyer's own judgment to inspect and determine that the Vehicle is of adequate quality, merchantable, and otherwise fit for the purposes intended by Buyer. Buyer further acknowledges that Buyer did not make Dealer aware, and that Dealer was unaware, implicitly or expressly, of any particular purpose intended by Buyer for the Vehicle. Consequently, Buyer has not relied upon Dealer's skill or judgment in the selection or delivery of the Vehicle. Buyer acknowledges that Dealer has not made any representation regarding the Vehicle's condition, history, status, prior usage, quality of or regularity of care or servicing, nor the existence of prior damage and/or repair of damage except as required by law.

10. FINANCING OR INSTALLMENT SALES CONTRACTS. IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOUNEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK.

11. TITLE; ODOMETER STATEMENT. Title to the Vehicle will remain with Dealer until the agreed upon purchase price is paid in full in cash or Buyer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title shall pass to Buyer even though the actual delivery of the Vehicle may be made at a later date. Buyer agrees that no statement has been made as to the number of miles on any new, used, or demo vehicles, except as set forth in the odometer mileage statement as provided by the Federal Odometer Law and on the face of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual team of this Agreement. Buyer acknowledges receipt of such Federal Odometer Statement.

12. TRADE-IN. If Buyer is trading in a vehicle, Buyer will give Dealer the original bill of sale or the title to the trade-in. Buyer promises that any trade-in which Buyer gives in this purchase transaction is owned by Buyer free of any lien or other claim except as noted on the other side of this Agreement. Buyer promises that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, Dealer may, at Dealer's option, either pay it and Buyer will reimburse Dealer on demand, or Dealer may add that amount to this Agreement as if it had been originally included. Any trade-in delivered by Buyer to Dealer in connection with this Agreement shall be accompanied by documents sufficient to enable the Dealer to obtain a title to the trade-in in accordance with applicable state law. Buyer warrants that the trade-in is or will be properly titled to Buyer and/or Buyer has the right to sell or otherwise convey the trade-in and the trade-in has never been a salvaged, reconditioned or rebuilt, flooded or a lemon buyback, and the trade-in is free and clear of all liens or encumbrances except as may be noted on the front of this Agreement. If Buyer's initial trade-in value is determined by anything other than a physical appraisal by Dealer, Dealer may later reappraise and amend the value of the trade-in allowance at such time Dealer has the opportunity to perform a physical appraisal of the trade-in. This physical appraisal will then determine the actual trade-in allowance provided on the front side of this Agreement.

13. FAILURE TO COMPLETE PURCHASE. Failure to timely accept Delivery by Buyer shall give Dealer the right to dispose of any trade-in, trading any cash consideration received as a deposit and retaining the same, and at Dealer's option, the right to retain any deposit and pursue any other remedy available under the law to adequately compensate Dealer's damages, costs, expenses, or losses incurred by Dealer because Buyer failed to complete this purchase; further, Dealer may make the Vehicle available for sale to other customers. If Dealer paid any negative equity balance on the trade-in, Buyer shall pay to Dealer the amount paid on Buyer's behalf. If Dealer brings an action or involves an attorney to enforce the terms of this section, Buyer agrees to pay Dealer's reasonable attorneys' fees, court costs, and other expenses incurred in pursuing such action.

14. EXCLUSION OF CERTAIN DAMAGES. IN NO EVENT SHALL DEALER OR ANY OF ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. Such excluded damages may include, but are not limited to, any loss of use, loss of time, inconvenience, aggravation, loss of wages/earnings/income, fuel/transportation expenses, hotel/motel costs, insurance, storage, rental or replacement, altered or cancelled trips/vacations, the cost of any food/meals and any other consequential, indirect, incidental, special, exemplary, punitive or enhanced damages. Buyer acknowledges that Buyer shall not seek or recover such damages from Dealer. Buyer acknowledges this disclaimer of damages is independent of and shall survive any failure of the essential purpose of any warranty or remedy. DEALER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED TOTAL CONTRACT PRICE OF THE VEHICLE BEING SOLD UNDER THIS AGREEMENT.

15. PATENT LIABILITY. Where Dealer supplies goods to Buyer's specifications and/or manufactured or fabricated from Buyer's blueprint, sketch, specifications, or tooling Buyer, at its own expense, shall defend any suit or proceeding of any kind whatsoever brought against Dealer in any capacity if such suit or proceeding involves a claim that any goods or any part thereof constitutes an infringement of any patent, copyright or trademark and Buyer shall pay or indemnify any and all judgments, expenses and costs which may be awarded against or incurred by Dealer related to such legal action.

16. TAXES, INSURANCE. Buyer shall be liable for all sales, use, or other taxes of a similar nature applicable to the transaction unless such payment is otherwise prohibited by law. Buyer assumes responsibility to cover the Vehicle described on the front of this Agreement with necessary and proper insurance coverage and assumes all legal liability arising from the operation of the Vehicle from the time of Delivery. Buyer understands that Buyer is not covered by insurance on the Vehicle until Buyer's insurance company accepts coverage on the Vehicle. Buyer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to Buyer's insurance company accepting coverage on the Vehicle.

17. CHOICE OF LAW AND VENUE, FEES. Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall be interpreted under the laws of the state in which Dealer is located and venue will be in the state and county in which Dealer is located or the applicable federal court. If Dealer brings a legal action to enforce or interpret this Agreement and prevails, Buyer shall pay Dealer's reasonable attorneys' fees and costs incurred in such action. If Buyer brings an action based on this Agreement and does not prevail, Buyer shall pay Dealer's reasonable attorneys' fees and costs incurred in the defense of such action or any part thereof.

18. WAIVER OF JURY TRIAL; CLASS ACTIONS. Buyer agrees that any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof will be decided by a judge, rather than a jury. Buyer further agrees in connection with this purchase to waive Buyer's right to participate as a class member in any class action lawsuit that might be brought against Dealer.

19. SEVERABILITY. Buyer and Dealer agree that each portion of this Agreement is such that if any term, provision or paragraph is found to be invalid, voidable, or unenforceable for any reason, such provision or paragraph may be severed and all other portions of this Agreement shall remain valid and enforceable.

Authorized Customer's Representative

Signature: Rebecka A Hicks

Name: Rebecka A. Hicks

Title: Transit Director

Date: 7/2/2025

Model 1 Commercial Vehicles, Inc.

Signature: Casey Gaskins

Name: Casey Gaskins

Title: Public Sector Sales

Date: 07/1/2025

NMDOT Signature: _____

MODEL 1

Model 1 Commercial Vehicles, Inc.
5760 Pino Ave NE
Albuquerque, NM 87109

Phone: (505) 508-5944
Fax: (909) 645-5529
model1.com

BUYER'S ORDER CONTRACT

Date:	June 19, 2025	**Unit #(s):**	TBD
Buyer Name:	City of Roswell		
Contact:	Becky Hicks	**Phone:**	575-626-2294
Address:	425 Richardson Ave.	**Fax:**	
City, State, Zip:	Roswell, NM 88201	**E-Mail:**	b.hicks@roswell-nm.gov
Buyer ID:		**Salesperson:**	Casey Gaskins
Ship To Address:	Attn: Becky Hicks - City of Roswell - 425 Richardson Ave.		
Ship To Address Cont'd:	Roswell, NM 88201		
Ship To Phone:	575-626-2294	**Ship To Email:**	b.hicks@roswell-nm.gov
Finance Source:		**Contact:**	
Address:		**Phone:**	
City, State, Zip:		**County:**	
Description of Vehicle:	Arboc Spirit of Freedom		
NMDOT Portion: 100% $208,217			
Roswell Portion: 0%			
VIN #:	TBD		
Engine Type:	Gas	**Shipping Terms:**	CPT Shipping
Number of Passengers:	23	**Wheelchair Positions:**	2
Estimated Delivery Date:	July 19, 2025	**Payment Terms:**	Net 30

		Unit Price	$ 208,217.00
		Delivery	$ -
Possession State:	**NM**	Incentive (Non-Taxable)	$ -
		Rebates (Taxable)	$ -
		Doc Prep Fee (Taxable)	$ -
		Base Selling Price	$ 208,217.00
			$ -
		Total Taxable Amount	$ 208,217.00
		Sales Tax* (Estimated)	$ -
0.000%			$ -
Notes:			$ -
*** The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.**			$ -
		DMV Fees* (Estimated)	$ -
All rebates and incentives will be signed over to Dealer.		DMV Electronic Filing Fee	$ -
		Tire Fee	$ -
		Fees Sub-Total	$ -
		Total Price Per Unit	$ 208,217.00
		Quantity	1
		Contract Total	$ 208,217.00
		0.00	
		Customer Net Trade	$ -
		Customer Deposit	$ -
			$ -
		Balance Due	$ 208,217.00

Remit To: PO Box 713176, Chicago, IL 60677-0376

General Terms and Conditions of Dealer Vehicle Sale

1. Applicability. These General Terms and Conditions of Dealer Vehicle Sale (these "**Terms**") are the only terms that govern the sale of all vehicles and any services thereto ("**Vehicle**") by Model 1 Commercial Vehicles, Inc. ("**Dealer**") to the buyer named on the Buyer's Order Contract (as defined below) to which these Terms are attached ("**Buyer**" or "**You**"). Collectively Buyer and Dealer are referred to as the "**Parties**" and individually as "**Party**." The accompanying Buyer's Order Contract setting forth the Vehicle to be purchased (the "BOC") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement supersedes any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted a purchase order or such terms. Dealer expressly rejects Buyer's general terms and conditions of purchase, and fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions or serve to modify or amend these Terms. Acceptance of this Agreement by Buyer shall be deemed as the earlier of (i) Buyer's signature to the BOC and (ii) Buyer's acceptance of the Vehicle. Notwithstanding anything herein to the contrary, if a written contract signed by both Parties is in existence covering the sale of the Vehicle ("**Master Agreement**"), then the Master Agreement shall prevail to the extent of any inconsistency with these Terms.

2. DEALER MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED. This Vehicle is sold by Dealer "AS-IS" with no Dealer guarantee or warranty, implied or express, except as noted in Section 3. All warranties on this Vehicle are made by the manufacturer, and not the Dealer. DEALER HEREBY DISCLAIMS AND EXCLUDES FROM THIS SALE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PURPOSE; OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. Buyer understands Dealer does not warrant the year of this Vehicle, the year of the chassis, or the year of any of its component parts, and that the manufacturer(s) of the Vehicle chassis or component is solely responsible for the year assigned to this Vehicle to the extent its year is referenced in the Agreement. If Buyer is purchasing a "new" Vehicle as indicated above, Buyer acknowledges that "new" means that the Vehicle has not been previously titled to an end user although the Vehicle may have been used in a demo or a show. Buyer understands and agrees that manufacturer(s)' written warranties, if any are applicable to this Vehicle, will be provided by Dealer at the time of Vehicle delivery, or made available earlier upon Buyer's request. Buyer acknowledges that Dealer is not an agent of the manufacturer and that Dealer has not represented or misrepresented the terms of any applicable manufacturer(s)' written warranties. Buyer understands and agrees that if either of Buyer or Dealer should breach this Agreement or if Buyer institutes any claim arising out of the purchase of the Vehicle, the statute of limitations for any such claim is limited to one (1) year from the date of sale

3. LIMITED SERVICE WARRANTY. Dealer represents and warrants to Buyer that it shall perform any services performed to the Vehicle using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. Dealer shall not be liable for a breach of this Section 3 unless Buyer gives written notice of the defective services, reasonably described, to Dealer within seven (7) days of the time when Buyer discovers or ought to have discovered that the services were defective, and in no event shall Dealer be responsible for any defective services later than sixty (60) days following Notification (as set forth in Section 8). Dealer shall, in its sole discretion, either (a) repair or re-perform such services; or (b) credit or refund the price of such services at the pro rata contract rate. THE REMEDIES SET FORTH IN THIS SECTION 3 SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND DEALER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED SERVICE WARRANTY SET FORTH IN THIS SECTION 3. If the services include the installation of accessories, parts or components manufactured by third parties, Dealer makes no warranty whatsoever regarding such third-party accessories, parts and components. Dealer will pass through any third-party warranties on such accessories, parts and components.

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10. FINANCING OR INSTALLMENT SALES CONTRACTS. IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOUNEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK.

11. TITLE; ODOMETER STATEMENT. Title to the Vehicle will remain with Dealer until the agreed upon purchase price is paid in full in cash or Buyer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title shall pass to Buyer even though the actual delivery of the Vehicle may be made at a later date. Buyer agrees that no statement has been made as to the number of miles on any new, used, or demo vehicles, except as set forth in the odometer mileage statement as provided by the Federal Odometer Law and on the face of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual team of this Agreement. Buyer acknowledges receipt of such Federal Odometer Statement.

12. TRADE-IN. If Buyer is trading in a vehicle, Buyer will give Dealer the original bill of sale or the title to the trade-in. Buyer promises that any trade-in which Buyer gives in this purchase transaction is owned by Buyer free of any lien or other claim except as noted on the other side of this Agreement. Buyer promises that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, Dealer may, at Dealer's option, either pay it and Buyer will reimburse Dealer on demand, or Dealer may add that amount to this Agreement as if it had been originally included. Any trade-in delivered by Buyer to Dealer in connection with this Agreement shall be accompanied by documents sufficient to enable the Dealer to obtain a title to the trade-in in accordance with applicable state law. Buyer warrants that the trade-in is or will be properly titled to Buyer and/or Buyer has the right to sell or otherwise convey the trade-in and the trade-in has never been a salvaged, reconditioned or rebuilt, flooded or a lemon buyback, and the trade-in is free and clear of all liens or encumbrances except as may be noted on the front of this Agreement. If Buyer's initial trade-in value is determined by anything other than a physical appraisal by Dealer, Dealer may later reappraise and amend the value of the trade-in allowance at such time Dealer has the opportunity to perform a physical appraisal of the trade-in. This physical appraisal will then determine the actual trade-in allowance provided on the front side of this Agreement.

13. FAILURE TO COMPLETE PURCHASE. Failure to timely accept Delivery by Buyer shall give Dealer the right to dispose of any trade-in, trading any cash consideration received as a deposit and retaining the same, and at Dealer's option, the right to retain any deposit and pursue any other remedy available under the law to adequately compensate Dealer's damages, costs, expenses, or losses incurred by Dealer because Buyer failed to complete this purchase; further, Dealer may make the Vehicle available for sale to other customers. If Dealer paid any negative equity balance on the trade-in, Buyer shall pay to Dealer the amount paid on Buyer's behalf. If Dealer brings an action or involves an attorney to enforce the terms of this section, Buyer agrees to pay Dealer's reasonable attorneys' fees, court costs, and other expenses incurred in pursuing such action.

14. EXCLUSION OF CERTAIN DAMAGES. IN NO EVENT SHALL DEALER OR ANY OF ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. Such excluded damages may include, but are not limited to, any loss of use, loss of time, inconvenience, aggravation, loss of wages/earnings/income, fuel/transportation expenses, hotel/motel costs, insurance, storage, rental or replacement, altered or cancelled trips/vacations, the cost of any food/meals and any other consequential, indirect, incidental, special, exemplary, punitive or enhanced damages. Buyer acknowledges that Buyer shall not seek or recover such damages from Dealer. Buyer acknowledges this disclaimer of damages is independent of and shall survive any failure of the essential purpose of any warranty or remedy. DEALER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED TOTAL CONTRACT PRICE OF THE VEHICLE BEING SOLD UNDER THIS AGREEMENT.

15. PATENT LIABILITY. Where Dealer supplies goods to Buyer's specifications and/or manufactured or fabricated from Buyer's blueprint, sketch, specifications, or tooling Buyer, at its own expense, shall defend any suit or proceeding of any kind whatsoever brought against Dealer in any capacity if such suit or proceeding involves a claim that any goods or any part thereof constitutes an infringement of any patent, copyright or trademark and Buyer shall pay or indemnify any and all judgments, expenses and costs which may be awarded against or incurred by Dealer related to such legal action.

16. TAXES, INSURANCE. Buyer shall be liable for all sales, use, or other taxes of a similar nature applicable to the transaction unless such payment is otherwise prohibited by law. Buyer assumes responsibility to cover the Vehicle described on the front of this Agreement with necessary and proper insurance coverage and assumes all legal liability arising from the operation of the Vehicle from the time of Delivery. Buyer understands that Buyer is not covered by insurance on the Vehicle until Buyer's insurance company accepts coverage on the Vehicle. Buyer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to Buyer's insurance company accepting coverage on the Vehicle.

17. CHOICE OF LAW AND VENUE, FEES. Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall be interpreted under the laws of the state in which Dealer is located and venue will be in the state and county in which Dealer is located or the applicable federal court. If Dealer brings a legal action to enforce or interpret this Agreement and prevails, Buyer shall pay Dealer's reasonable attorneys' fees and costs incurred in such action. If Buyer brings an action based on this Agreement and does not prevail, Buyer shall pay Dealer's reasonable attorneys' fees and costs incurred in the defense of such action or any part thereof.

18. WAIVER OF JURY TRIAL; CLASS ACTIONS. Buyer agrees that any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof will be decided by a judge, rather than a jury. Buyer further agrees in connection with this purchase to waive Buyer's right to participate as a class member in any class action lawsuit that might be brought against Dealer.

19. SEVERABILITY. Buyer and Dealer agree that each portion of this Agreement is such that if any term, provision or paragraph is found to be invalid, voidable, or unenforceable for any reason, such provision or paragraph may be severed and all other portions of this Agreement shall remain valid and enforceable.

Authorized Customer's Representative

Signature: Rebecka A Hicks
Name: Rebecka A. Hicks
Title: Transit Director
Date: 7/2/2025

Model 1 Commercial Vehicles, Inc.

Signature: Casey Gaskins
Name: Casey Gaskins
Title: Public Sector Sales
Date: 06.19.2025

NMDOT Signature: _____

Creative Bus Sales

State of Oklahoma Contract

SW0797C

FY 2025

Preparer: Casey Gaskins

Base Model

ARBOC Spirit of Mobility 6.0L 210" WB 14,200 GVWR

ARBOC Specialty Vehicles

Base Model Price:	$	190,737.00
Options:	$	14,451.00
Other Available Options:	$	(17,509.00)
Unpublished Options:	$	20,538.00

Vehicle Length	Lift Position	WC Positions	Total # Passengers	CDL Required
28'	Side	2	23	YES

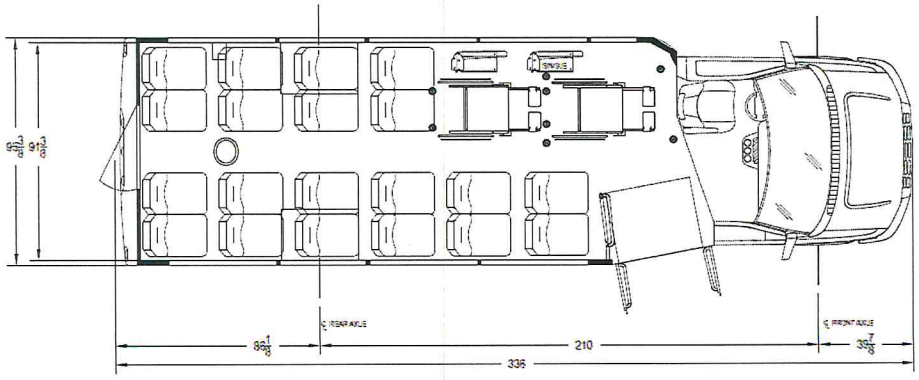
QTY Vehices: 2 **Total Contract Price:** $ 416,434.00

Per Vehicle Price: $ 208,217.00

Customer Info

Customer:	City of Roswell
Address:	425 Richardson Ave. Roswell, NM 88201
Contact:	Chris Moore
Office Phone:	575-416-7229
Mobile Phone:	575-624-6766
E-Mail:	c.moore@roswell-nm.gov

Floorplan



Chassis

Chevrolet Express Commercial Cutaway 4500 chassis - 14,200 GVWR
6.0L V8 gasoline engine
6-Speed Automatic Transmission
Front axle - 4,600 lbs.
Rear axle - 9,600 lbs.
Power-assisted hydraulic front & rear disc brakes
4-wheel anti-lock brake system
220 Amp Alternator
Dual, maintenance-free batteries
57 Gallon Fuel Tank
Power steering with tilt wheel
HD gas shock absorbers
Front stabilizer bar
LT225/75Rx16E All Season Tires
Dual rear wheels
Cruise control
Driver sun visor
Power door locks
OEM chassis dash heater, A/C, and defroster
Chrome front bumper

Body

Arboc Spirit of Mobility 28' body
~~Full air ride suspension with kneeling electronic control~~
~~12V Electric Air Suspension Compressor System~~
Tubular steel cage construction with one-piece exterior FRP wall/skirt
Fiberglass front and rear caps
One-piece seamless FRP roof
95K BTU rear A/C system
FRP interior walls & ceiling
Coved flooring on sidewall to seat track
Altro gray flooring
Gloss blackout window paint
Driver running board
Rear tow hooks
Heated/Remote-controlled side mirrors
Romeo Rim rear bumper
Stainless steel wheel inserts
Valve stem extender for dual rear wheels
Front and rear mud flaps
65K BTU rear heater
~~Double T-slider passenger windows~~
Window ajar alarms for egress windows
Stainless steel battery tray
Hourmeter
Rotary disconnect switch
LED interior and exterior lights
Rear center brake light
Midship turn/marker lights
Independent red brake & amber turn signal lights
AM/FM/CD with four (4) speakers

Electrically actuated passenger entry door with full length glass
Roof hatch
~~CNG rear storage compartment - Non-locking doors with fuel fill access door curbside~~
Ceiling grab rails (both sides of aisle) - yellow powder coated
Entry grab rails - yellow powder coated
Stanchion and modesty panel behind driver - yellow powder coated
~~Power driver seat pedestal~~
USSC G2E Evolution driver seat
Mid High rigid passenger seats
Level 5 seat covers for passenger seats
Anti-vandal grab handles on aisle seats
~~Armrests on aisle side seats~~
Freedman USR retractable seat belts

ADA

Front wheelchair ramp (main entry door)
Braun 34" wide wheelchair ramp (800# capacity)
ADA interlock/fast idle
Four (4) Q'Straint QRT-MAX Slide 'N Click wheelchair securements with combo lap/shoulder belt
Priority seating signs
Four (4) wheelchair decals (International Symbol of Accessiblility)

Safety

3.5 lb. fire extinguisher
First aid kit
Emergency triangle kit
Backup alarm
Interior convex mirror
Interior lights on when entry door opens
Red lights over emergency egress locations

Options

Qty	Description	FY 2023 List Price	QTY Total
1	LED Front and Side Destination Signs	$ 9,833.00	$ 9,833.00
1	Bicycle Rack	$ 3,623.00	$ 3,623.00
1	Rear View Camera System	$ 995.00	$ 995.00
-	**Subtotal Manufacturer Options**		**$ 14,451.00**

Other Available Options

Qty	Description	FY 2023 List Price	QTY Total
1	OEM spring suspension in lieu of air	$ (17,509.00)	$ (17,509.00)
-	**Subtotal Manufacturer Options:**		**$ (17,509.00)**

CBS Unpublished Options

Qty	Description	FY 2023 List Price	QTY Total
1	Increase for Hanover AVA Destination Signs	$ 3,067.00	$ 3,067.00
1	Diamond Fair Box XV w/ 2 Vaults	$ 2,894.00	$ 2,894.00
1	NMDOT 3rd Party Inspection	$ 300.00	$ 300.00
1	2025 Arboc Price Increase	$ 5,435.00	$ 5,435.00
1	Graphics Package 'D' 24' Bus	$ 6,804.00	$ 6,804.00
1	PlasmaAir Ionization System	$ 1,290.00	$ 1,290.00
1	Passenger Counter	$ 145.00	$ 145.00
1	Double Flip Seat Over WC Position	$ 1,585.00	$ 1,585.00
1	Single Flip Seat	$ 984.00	$ 984.00
1	Remove Power Seat Pedistal & Power Locks	$ (889.00)	$ (889.00)
1	Remove CNG Storage Compartment	$ (1,255.00)	$ (1,255.00)
1	Additional Q'Straint MAX Tie Down Kit	$ 934.00	$ 934.00
1	Ramp Activation Warning Light and Buzzer	$ 204.00	$ 204.00
1	Credit for Level 1 Vinyl Seat Cover	$ (720.00)	$ (720.00)
1	Remove Aisle Side Armrests	$ (240.00)	$ (240.00)
1	Solid Windows in Lieu of T Sliders		$ -
-	**Subtotal CBS Unpublished Options:**		**$ 20,538.00**

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 9.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval for PO to Desert West in the amount of $1,239,791.95 for micro surfacing for the main spectator area for the National Championship Air Races. (Corn/Thompson)

BACKGROUND:
Initiated by: Bobbi Thompson

This will be the surface finish for the main spectator area at the National Championship Air Races in September. This project will be utilizing Eddy County RFP#24-02.

FINANCIAL CONSIDERATION
Funding Source: An increase to expense line 51004334 817504 in the amount of $1,239,791.95.

We will temporarily draw from our reserve funds, as we have submitted a request for reimbursement from the State for this project. This will require a budget transfer.

LEGAL REVIEW:
N/A

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at their meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Quote 2513



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

Estimate

Date	Estimate #
6/4/2025	2513

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 Eddy County Contract 24-02

Item	Description	Qty	U/M	Rate	Total
Micro Surfacing	Micro Surfacing with CQS Emulsion and Aggregate - TOP	1		382,949.70	382,949.70T
Micro Surfacing	Micro Surfacing with CQS Emulsion and Aggregate - BOTTOM	1		783,684.93	783,684.93T

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%)	$73,157.32
Total	$1239791.95

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 10.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval for PO to Nieto Custom Builders in the amount of $135,364.20 for roof repair to Building 1166. (Corn/Thompson)

BACKGROUND:
Initiated by: Bobbi Thompson

Roof repair for Building 1166. The roof has shown significant signs of wear and tear, including multiple leaks and damaged shingles, which could lead to further structural issues if not addressed promptly. Quote was obtained using NM State Wide Price Agreement 30-00000-23-00070.

FINANCIAL CONSIDERATION
51004334-817503

This will be used out of the general fund and will require a budget transfer.

LEGAL REVIEW:
N/A

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at their meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Est_20718 Nieto Custom Builders Inc.

NIETO CUSTOM BUILDERS

Quote

325 Academy Dr.
Corrales, NM 87048
505-270-1346

Name / Address	Project Location
Roswell Air Center #1 Jerry Smith Cr. Roswell, NM 88203	

Date	Estimate No. #	P.O. No.	Project
7/17/2025	20718		Roswell Airport

Description	Qty	Cost	Total
TPO Partial roof installation(105 Sqs) Remove existing roof, install taper system insulation to create better slope, install 60 mil TPO membrane 20 years warranty and 10 years labor mechanically attachment.		125,120.00	125,120.00T

NMSPA:30-00000-23-00070

Subtotal	$125,120.00
Sales Tax (8.1875%)	$10,244.20
Total	$135,364.20

Quote is good for 30 days. Contracts after thiis time period are subject to updated pricing based on current costs.
NM Contractor Lic # 355960

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 11.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval for PO to Desert West in the amount of $591,035.68 for micro surfacing the pit area for the National Championship Air Races. (Corn/Thompson)

BACKGROUND:
Initiated by: Bobbi Thompson

This will be the surface finish for the pit area at the National Championship Air Races in September. This project will be utilizing Eddy County RFP#24-02.

FINANCIAL CONSIDERATION
Funding Source: An increase to expense line 51004334 817504 in the amount of $591,035.68.

We will temporarily draw from our reserve funds, as we have submitted a request for reimbursement from the State for this project. This will require a budget transfer.

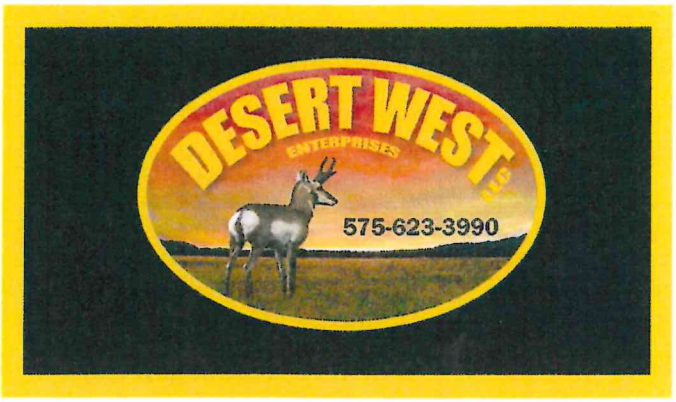
LEGAL REVIEW:
N/A

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at their meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

quote 2527



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

Estimate

Date	Estimate #
6/30/2025	2527

Project Number:	

Name / Address
City of Roswell Airport

Job Location
Roswell Air Center Crew Parking Eddy County Contract

Asphalt Specialty Products and Services

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

Item	Description	Qty	U/M	Rate	Total
Micro Surfacing	Micro Surfacing with CQS Emulsion and Aggregate - TOP	1		182,400.00	182,400.00T
Micro Surfacing	Micro Surfacing with CQS Emulsion and Aggregate - BOTTOM	1		373,760.00	373,760.00T

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%)	$34,875.68
Total	$591,035.68

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 12.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval for PO to CES in the amount of $636,261.53 for Roswell airfield barrier for the National Championship Air Races. (Corn/Thompson)

BACKGROUND:
Initiated by: Bobbi Thompson

The TSA has required additional security fencing for the National Championship Air Races in September 2025 to enhance safety for attendees and participants. This fencing will help manage crowd access during the event. This project will utilize CES Contract Number 2023-08-C3115-ALL.

FINANCIAL CONSIDERATION
Funding Source: An increase to expense line 51004332 642903 to the amount of $636,261.53.

We will temporarily draw from our reserve funds, as we have submitted a request for reimbursement from the State for this project. This will require a budget adjustment.

LEGAL REVIEW:
N/A

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 4-1 at their meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

quote 2790

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

Estimate

Date	Estimate #
7/15/2025	2790

Name / Address
CES PO Box 81045 Albuquerque, NM 87198

Expires	Project
8/15/2025	Roswell Airfield Temp Barrier

Item	Description	Qty	Price	Total
	CES Contract Number: 2023-08-C3115-ALL CES PO 2025-3326			
1000 Construction...	Additional 20-ft temporary concrete wall barrier; 226 ea	226	1,600.00	361,600.00T
1000 Construction...	Set up and take down of temporary concrete wall barrier; 186 ea	186	1,175.00	218,550.00T
1000 Construction...	Bond Fee; 1 ea	1	9,550.00	9,550.00T
Exclusions	Hazardous material removal, surveying, RSA requirements, layout, testing, dewatering, earthwork, 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. Temporary wall barrier will be delivered in 10-ft sections. These barriers are additional units to the original wall barrier.		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	$589,700.00
Sales Tax (7.8958%)	$46,561.53
Total	$636,261.53

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

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 13.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval for PO to Custom Construction II in the amount of $984,756.40 for the demolition of Buildings 112 and 115. (Corn/Thompson)

BACKGROUND:
Initiated by: Bobbi Thompson

Demolition of Buildings 112 and 115 is required due to the fire damage sustained at the Air Center, which rendered both buildings structurally unsound and unsafe for occupancy. The demolition will ensure the safety of the surrounding area and allow for future redevelopment. This project will be utilizing ITB-23-001 Building Demolitions.

FINANCIAL CONSIDERATION
Funding Source: An increase to expense line item 51004332 652421 in the amount of $1,062,510.80.

Funds will be utilized from the insurance claim. A budget transfer will need to be conducted.

LEGAL REVIEW:
N/A

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0, requesting an updated quote at their meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Custom Construction quote buildings 112 and 115

CUSTOM CONSTRUCTION II,

4 Wool Bowl Circle, Roswell, NM 88201
Phone: 575-623-1824 Fax: 575-627-0929
NM License #405384

Proposal

4594

Proposal Date: 8/7/2025
Project: Building 112

Bill To:	**Ship To:**
City of Roswell 1 Jerry Smith Circle Roswell, NM 88203	

Description	Qty	Rate	Total
Demolition of North half of building 112 and demolition of building 115. Cleanup and removal of debris to include all fencing, curbing, damaged parking lot area and trees associated with buildings.	1	984,756.40	984,756.40
Includes disposal and tipping fees		0.00	0.00
excludes any asbestos work		0.00	0.00
Sales Tax		7.8958%	0.00

Total $984,756.40

WE HEREBY PROPOSE to furnish labor and materials complete in accordance with the above specifications, for the total stated with payment to be made as follows: A 50% deposit will be needed to start work and the remaining 50% due at completion.

All quotes include debris removal and permit to be furnished by Custom Construction II. Material is bonded by the Maunfacturer for ____ years. Labor is guaranteed by CC II for 2 years.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from the above specification involving extra costs will be executed only upon written orders and will become an extra charge over and above the same estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner will carry fire, tornado and other necessary insurance. Late payment subject to 18% per month late penalty charge. Customer is responsible for Attorney fees to enforce contract or defend against customer's claims. Authorized Note: This quote may be withdrawn by us if not accepted within 10 days. Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. Custom Construction II is authorized to do work as specified. Payment will be made as outlined above.

Signature_____

Date_____

Signature_____

Date_____

Regular City Council Meeting 14.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approve ratification of purchase order to Mountain States Constructors Inc in the amount of $4,490,000.26 (including GRT) for construction of the Taxiway C extension at the Air Center. (Corn/Rogers)

BACKGROUND:
Initiated by: Mac Rogers

This request is for ratification of purchase order to Mountain States Constructors Inc in the amount of $4,490,000.26 (including GRT) for construction of the Taxiway C extension the Air Center. The purchase order was funded with a grant provided by the NMDOT aviation division and procured through CES contract #2023-05-R1222. The taxiway will be built using FAA specifications and the proposed cost is well below the engineers' estimate and the grant award amount. This is critical infrastructure necessary to host the Air Races. The taxiway will be completed prior to the event in September.

FINANCIAL CONSIDERATION
Funding Source: An increase to revenue line item 5100 443100 in the amount of $5,500,000 and an increase to expense line item 51004334 817504 in the amount of $5,500,000 for Grant ROW-25-03 provided by NMDOT Aviation Division.

- Funding Source -- 51004334-817504

LEGAL REVIEW:
Not applicable for this agenda item

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 4-1 at its meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

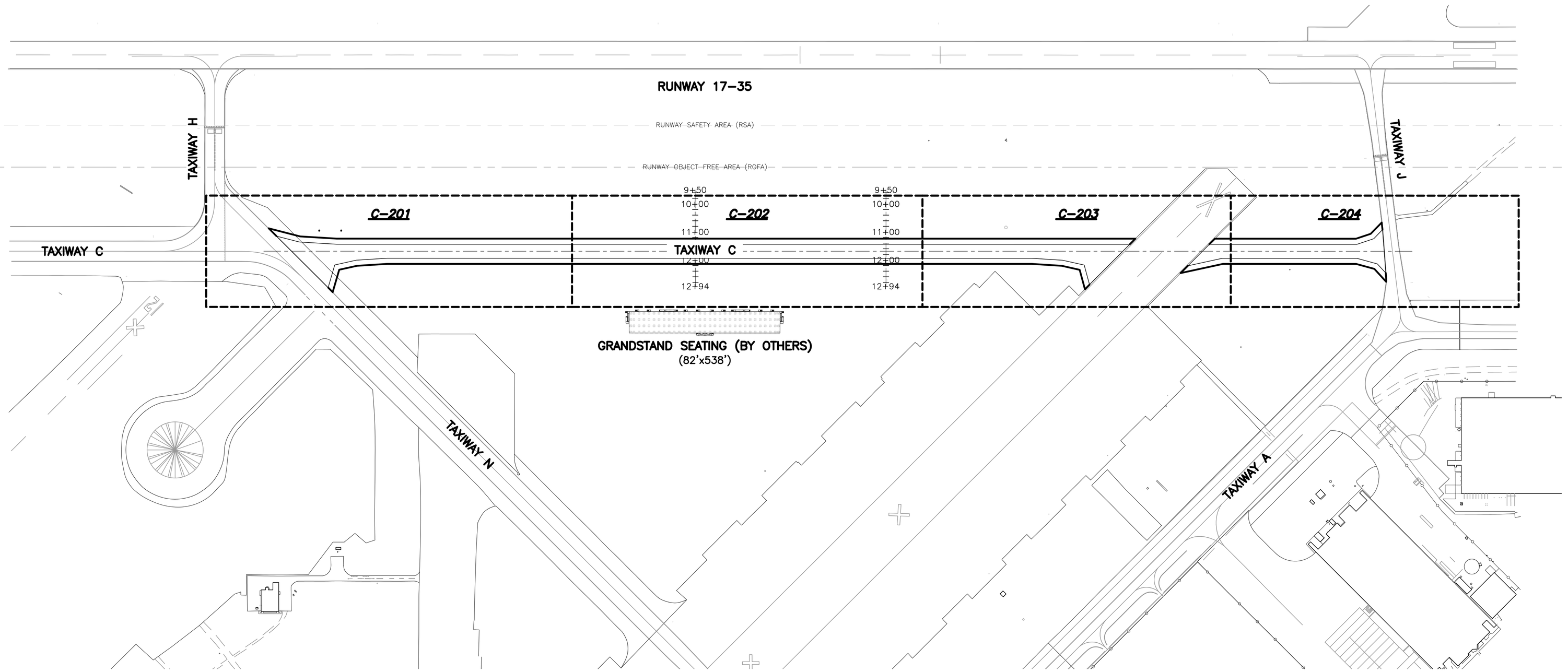
Quote
Sheet C-101
DOT Agreement

Project: **Roswell International Air Center**
CN/Proj #: **Taxiway C Extension - CES**
County: **Chaves**
Owner: **City of Roswell**
Bid Date **5/30/2025**
Addendums:
Duration:

Job Length	3,579.10
Base Course	17,096
OGFC	0
PMBP	9,600
Total Crushing Tons	26696
OGFC + PMBP	9600

Bid Item	Item No.	ITEM DESCRIPTION	UNIT	ESTIMATED QTY.	UNIT BID	BID AMOUNT
		SECTION 001				
1	C-100	Mobilization	LS	1	$300,000.00	$300,000.00
2	C-102	Temporary Air & Water Pollution, Soil Erosion, and Siltration Control	LS	1	$29,000.00	$29,000.00
3	C-105	Contractor Quality Control Testing	LS	1	$260,000.00	$260,000.00
4	CSPP	Airport Safety and Security, Construction Traffic Control and Barricading, Complete	LS	1	$110,000.00	$110,000.00
5	N/A	Construction Staking	LS	1	$220,000.00	$220,000.00
6	P-101	Clear and Grub	AC	13	$3,500.00	$45,500.00
7	P-101	Sawcut Existing Pavement and Remove for Connections, Complete	SY	1778	$12.00	$21,336.00
8	P-152	Unclassified Excavation/embankment	CY	15000	$22.25	$333,750.00
9	P-152	Subgrade Preparation, 12", Complete in Place	SY	40495	$2.51	$101,642.45
10	P-207	18" Culvert, CIP	LF	1370	$175.00	$239,750.00
11	P-207	18" Culvert, End Section	EA	14	$601.00	$8,414.00
12	P-209	Crushed Aggregate Base Course, 8" and 6" Depth	CY	8548	$94.00	$803,512.00
13	P-401	Asphalt Surface Course, 4" and 4" shoulders	TON	9600	$125.00	$1,200,000.00
14	P-401	Bituminous Material	Ton	600	$125.00	$75,000.00
15	P-602	Bituminous Prime Coat, Complete in Place	GAL	7731	$4.00	$30,924.00
16	P-603	Bituminous Tack Coat, Complete in Place	GAL	5412	$2.10	$11,365.20
17	N/A	Linear Grading After Construction, Shape and Grade Shoulders and Provide the 1-1/2" Maximum Drop-off from Pavement Edge, Complete	LF	7250	$5.00	$36,250.00

Bid Item	Item No.	ITEM DESCRIPTION	UNIT	ESTIMATED QTY.	UNIT BID	BID AMOUNT
18	P-620	Taxiway Markings, Complete in Place	SF	12785	$4.00	$51,140.00
19		Reclamation Seeding	AC	9	$1,400.00	$12,600.00
20		L-861T LED Elevated Taxiway Edge Light (18") on new L-867 Can, CIP	EA	16	$4,800.00	$76,800.00
21		Electrical Hand-Hole, Precase Concrete, incl Aircraft Rated Cover	EA	2	$35,000.00	$70,000.00
22		2" Concrete Encased PVC Duct	LF	842	$80.00	$67,360.00
23		2-way, 2" PVC Duct, Concrete Encased	LF	287	$117.00	$33,579.00
24		L-824 5KV Cable	LF	1800	$8.00	$14,400.00
25		Remove and Returt to Owner, Existing Light and Transformer, Install Traffic Rate Cover	EA	6	$1,200.00	$7,200.00
26		Remove and Return to Owner, Existing Liught and Transformer, Re-Install at end of Project	EA	1	$1,900.00	$1,900.00
		SECTION 001 Total				$4,161,422.65
	7.8958%	**NMGRT CITY OF ROSWELL**				$328,577.61
		Total Bid				$4,490,000.26



GENERAL NOTES

1. ALL EXISTING UTILITIES MAY NOT BE SHOWN. ANY EXISTING UTILITIES THAT ARE SHOWN ARE SHOWN IN APPROXIMATE LOCATION ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL THE UTILITY OWNERS AND TO CONDUCT ALL NECESSARY FIELD INVESTIGATIONS PRIOR TO ANY EXCAVATION TO DETERMINE THE ACTUAL LOCATION OF UTILITIES AND OTHER IMPROVEMENTS.

2. SEE C–201 TO C–204 FOR PLAN AND PROFILE DRAWINGS

SURVEY CONTROL DATA

COORDINATE WITH AIRPORT BEFORE ACCESSING ANY SURVEY CONTROL POINTS

Units:	US SURVEY FOOT
Horizontal Datum:	NAD_83(2011)(EPOCH:2010.0000)
Vertical Datum:	NAVD88
Geoid Model:	GEOID18
Projection:	TRANSVERSE MERCATOR
State Plane and/or UTM Zone:	NEW MEXICO EAST ZONE (3001)
Basis of Bearing:	GRID BEARINGS
Project Combined Factor:	0.99974177 BASED ON DR1059 – ROSWELLAIR AZ MK
Modification Method Used:	SCALED STATE PLANE COORDINATES ABOUT ORIGIN (0,0) NO TRUNCATION

POINT	LATITUDE	LONGITUDE	ELLIPSOID (US FT)	ORTHOMETRIC HEIGHT	MODIFIED NORTHING	MODIFIED EASTING	DESCRIPTION
BH 25-346-01	N 33° 18' 35.07437"	W 104° 31' 48.81561"	3574.383	3650.309	840505.574	481310.695	2" ALUMINUM CAP
BH 25-346-02	N 33° 18' 25.61557"	W 104° 31' 37.41654"	3572.035	3647.970	839547.533	482276.512	2" ALUMINUM CAP
BH 25-346-03	N 33° 18' 24.72541"	W 104° 31' 15.37681"	3562.665	3638.628	839454.124	484147.215	2" ALUMINUM CAP

MOLZENCORBIN
2701 Miles Road SE
Albuquerque, New Mexico 87106
505 242 5700 office
505 242 0673 fax
MolzenCorbin.com

NOTICE OF EXTENDED PAYMENT PROVISION:
THIS CONTRACT ALLOWS THE OWNER TO MAKE PAYMENT WITHIN 45 DAYS AFTER SUBMISSION OF AN UNDISPUTED REQUEST FOR PAYMENT

NUMERIC SCALE CONFIRMATION
DRAWINGS ARE DEPICTED AT INTENDED NUMERIC SCALES
IF THIS BAR EQUALS ONE INCH

PRELIMINARY
NOT FOR
CONSTRUCTION

REV. NO	REV. DATE	DESCRIPTION

PROJECT NUMBER: ROS241-12
DESIGNED BY:
DRAWN BY:
CHECKED BY:
PRIME DESIGN PROFESSIONAL: MIKE PROVINE, P.E.
PROJECT DATE: APRIL, 2025

SITE PLAN

TAXIWAY C EXTENSION
ROSWELL INTERNATIONAL AIR CENTER (ROW)
CITY OR ROSWELL, NEW MEXICO 88203

C-101
SHEET 3 /

© COPYRIGHT

PLOT DATE: 4/23/2025 2:29 PM
SAVE DATE: 4/23/2025 9:26 AM
N:\ROSWELL\ROSWA-104 TW C EXTENSION\DWGS\C01R-101

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A-1330
Updated:07/2023
Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION

Aviation Grant Agreement Form

Date: Apr 2, 2025

Project Location: ROW - ROSWELL AIR CENTER

Sponsor: ROSWELL, CITY OF

Address: 1 JERRY SMITH CR.

City: ROSWELL NM Zip Code: 88203

Participation: STATE ONLY

Funding Breakdown: STATE/CI

Contract No. AVA1665

Project No. ROW-25-03

Vendor No. 0000054357-10

Expiration Date 4/7/2027

Purchase Order No: 0000417850

Docusign Envelope ID: 16A77C1F-80FE-4D18-B05D-087EBD8BB6EA

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

TWY C EXTENSION

b. Site of Development.The site of development is identified on the property map, attached as Exhibit A.
c. Funding.Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
$ 5,000,000	$ 500,000	$ 0	$ 5,500,000

2. The Sponsor Shall:

a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
e. Be responsible for all design and pre-construction activities.
f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

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i. Notify the Department when the plans and specifications are sufficiently complete for review.
j. Make no changes in design or scope of work without documented approval of the Department.
k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

a. Assign a contact person for this project.
b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
b. The expenditure of any State money is subject to approval by the Department.
c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

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The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.

b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.

c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.

d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

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c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.
It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

13. New Mexico Tort Claims Act.
As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq*. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

14. Scope of Agreement.
This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

16. Equal Opportunity Compliance.
The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

17. Appropriations and Authorizations of State and Federal Funds.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

19. Applicable Law.
The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Address:	New Mexico Department of Transportation - Aviation Division 3501 Access Rd C. Albuquerque, NM 87106
General Office:	(505) 795-1401
Fax:	(505) 244-1790
E-mail:	Aviation.Division@dot.nm.gov

Name	BOBBI THOMPSON			
Title	AIRPORT MANAGER			
Sponsor	ROSWELL, CITY OF			
Address	1 JERRY SMITH CR			
City	ROSWELL	NM	Zip Code	88203
Office Phone	+1 (575) 388-4554	Fax		
E-Mail	b.thompson@roswell-nm.gov			

21. Amendment.
This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Ricky Serna 5910C8A6255842F... Date: 04/07/25

Cabinet Secretary or Designee

Recommended by:

By: DocuSigned by: 5919C740A3A743D... Date: 04/04/25

Aviation Division Director
or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Signed by: John Newell Deputy General Counsel C7500EC9462504B8... Date: 04/04/25

Assistant General Counsel

SPONSOR

Print Name: Chad Cole

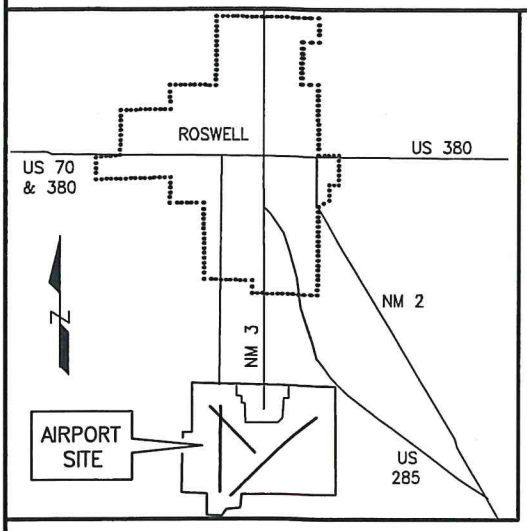
By: DocuSigned by: Chad Cole 89E20CD7FE55473... Date: 04/04/25

Title: City Manager

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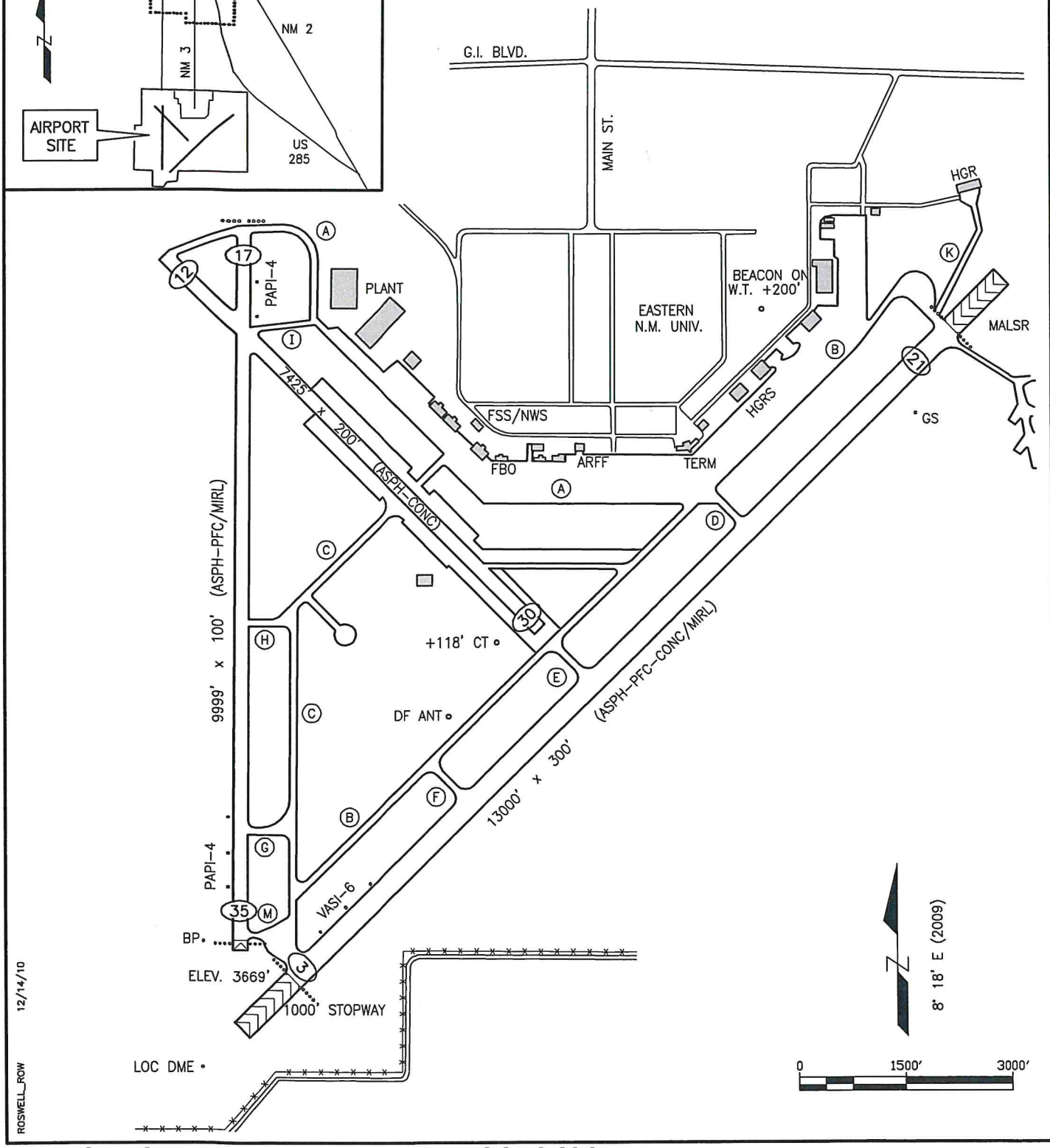
EXHIBIT A

ROSWELL, NM — ROSWELL INTERNATIONAL AIR CENTER (ROW) — SITE NO. 14719.A



REMARKS:

1. QUAD. – 7.5 MIN. ROSWELL SOUTH.
2. LIGHTED DISTANCE–TO–GO SIGNS ON RUNWAY 3/21, UNLIGHTED ON 17/35.
3. RUNWAY 12–30 TEMPORARILY CLOSED.



12/14/10

ROSWELL_ROW

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ROSWELL AIR CENTER

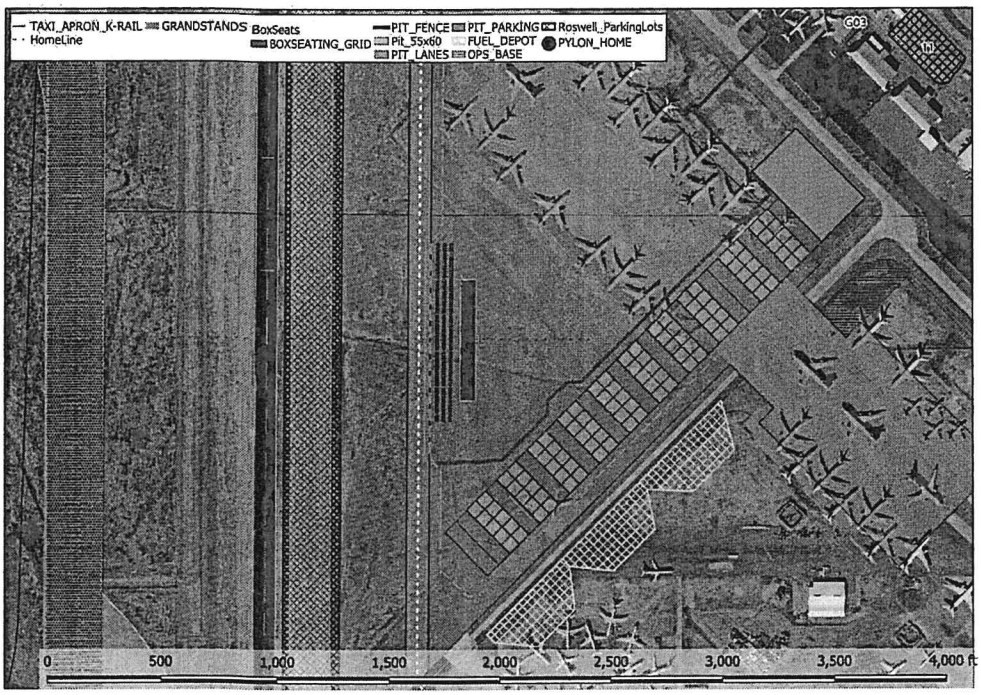
EXHIBIT B
PLEASE OMIT CENTS

ITEM NO.	ITEM OF WORK AND DESCRIPTION	TOTAL ESTIMATED COSTS	STATE FUNDS REQUESTED	SPONSOR FUNDS	OTHER FUNDS (FAA)
1	TWY C EXTENSION	$5,500,000	$5,000,000	$ 500,000	$ 0
	TOTALS	$ 5,500,000	$5,000,000	$ 500,000	$ 0

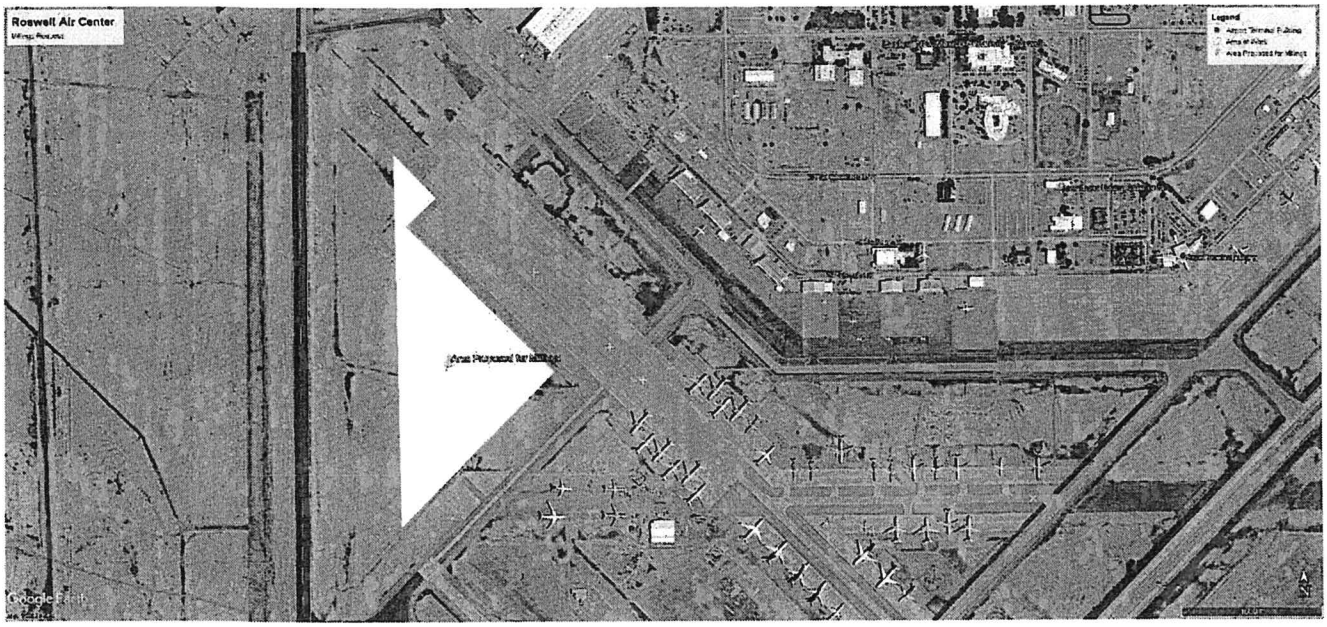
Roswell Air Center Millings Request - Overview Map and Pictures

This request is for the donation of asphalt cold milling materials. Request is for 10,000 CY of millings that will be placed at the Roswell Industrial Air Center. It is the intention to utilize these millings to aid in the construction of an observation/event area to be used by the public during the upcoming National Air Races hosted by the City of Roswell.

Overview/Event Map.



Aerial Overview.



Picture



This picture is looking west across the area where the event is to be held. The materials seen are for construction of the grandstands.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 15.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Award of RFQ (Request for Quote) for Environmental Monitoring, Reporting & Support Services to Parkhill in the amount of $145,949.04 which includes GRT. (Corn/Chaparro)

BACKGROUND:
Bids received on July 25th, 2025, for the services have been reviewed. Two bids were received, with two being non-responsive.

1. Parkhill - $145,949.04
2. Souder, Miller & Associates - $134,976.44
3. MoulzenCorbin - No Response
4. HDR Inc. - No Response

FINANCIAL CONSIDERATION
Funding is per FY26 Budget (52014342-654801 Contract-Professional Services).

LEGAL REVIEW:
Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval of 5-0 at its meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented

Attachments

Purchasing Award Letter
Parkhill Proposal
Souder, Miller & Associates Proposal

ROSWELL
Engineering

To: Arely Peek
Purchasing Agent

July 30, 2025

Re: Recommendation of Award
Professional Services – Roswell Municipal Landfill Environmental Monitoring, Reporting and Support Services
RFP-22-005 – Engineering Architectural Services

The City of Roswell is seeking services for a scope of work and costs for environmental monitoring and training tasks to be completed for the Roswell Municipal Landfill (RML). All work will be conducted in compliance with the New Mexico Solid Waste Regulations, 20.9.2 – 20.9.10 NMAC, and the Title V Air Quality Permit for the landfill.

This proposal is for City of Roswell for ongoing compliance monitoring to be completed for fiscal year 2026. The following quotes were received (Quotes include GRT of 8.2708%):

1.	Parkhill	$145,949.04
2.	Souder, Miller & Associates	$134,976.44
3.	Molzen Corbin	No Response
4.	HDR Inc	No Response

Upon review of submitted quote details I hereby recommend this work go to Parkhill in the amount of $145,949.04 which includes GRT. Parkhill has shown it's timeliness and professionalism in working with the City of Roswell. Engineering and Sanitation departments propose to issue a Notice of Award & Notice to Proceed to Parkhill upon review by City Council.

If you have any questions please contact me.

Sincerely,

James MacCornack
Director, Engineering & Infrastructure
City of Roswell

Parkhill

July 15, 2025

Mr. Abraham Chaparro
Solid Waste Director
City of Roswell
3006 W Brasher Road
Roswell, NM 88201

RE: Proposal for Professional Services
Roswell Municipal Landfill FY 26 Environmental Monitoring, Reporting, and Support Services
Roswell, New Mexico 88201

Dear Mr. Chaparro:

Parkhill is pleased to have been selected based on our qualifications and to have the opportunity to provide this proposal for Engineering Services to the City of Roswell (the City) for the Roswell Municipal Landfill FY 26 Environmental Monitoring, Reporting, and Support Services.

PROJECT UNDERSTANDING

It is our understanding that the City wishes to procure the following professional services for Environmental Monitoring for the Roswell Municipal Landfill:

- Semi-annual Groundwater Monitoring and Reporting.
- Semi-annual Vadose Zone Monitoring and Reporting.
- Quarterly Landfill Gas Monitoring and Reporting.
- Quarterly Leachate Level Monitoring and Reporting.
- On-Call Support Services.
- Environmental Compliance Specialist Training.

Exhibit A highlights our extensive solid waste and environmental compliance experience in the state of New Mexico since 1991.Based on our experience and the information provided in the July 12, 2025 RFQ, we have developed the following proposal:

SCOPE OF SERVICES

Task 01: Semi-Annual Vadose Zone Monitoring and Reporting
Consistent with the prevailing vadose zone monitoring schedule, we propose to conduct semi-annual sampling at each of the site's four active vadose zone monitoring wells (VM-1S, VM-1D, VM-2S, and VM-2D). For each sampling event, we propose to complete the following tasks:

- Coordination with our subcontract analytical laboratory to obtain the appropriate sample bottles, coolers, Tedlar® bags, and chain-of-custody forms.
- Static water level measurement at each well, as appropriate.
- Field measurements for pH, specific conductance (SC), and temperature, as appropriate.
- Collection of water samples, as appropriate, to be analyzed for the current list of organic and inorganic parameters.
- Collection of soil gas samples, as appropriate, to be analyzed for the current list of organic parameters and fixed gases.
- Inspection of the four passive vents atop Unit 1.

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- Timely delivery of sample bottles and Tedlar® bags to our subcontract laboratory (Eurofins Environment Testing South Central, LLC, Albuquerque, NM).
- Review and interpretation of the analytical results, including a comparison of the data to historical results previously reported by others.
- Vadose Zone Monitoring Report preparation and submittal to the City and NMED.

Within 90 days of each sampling event, we plan to submit to the City and NMED a Vadose Zone Monitoring Report that is consistent with the site's prevailing Vadose Zone Monitoring Plan. At a minimum, the Report will provide the following:

- Cover letter.
- Site description and background.
- Hydrogeologic setting (summary).
- Purpose of report and applicable regulations.
- Monitoring well network.
- Water elevation measurements, appropriate.
- Sampling results (i.e., field measurements, purge volumes, sampling methods, etc.).
- Laboratory analyses and monitoring parameters.
- Laboratory analytical report.
- Evaluation of laboratory analytical results.
- Statistical analysis results, as necessary.
- Conclusions and recommendations, as necessary.
- Qualified Groundwater Scientist Certification.

Our proposed budget for this task is based on the following assumptions:

- Our subcontract laboratory analytical costs are for the approved vadose zone monitoring parameters listed in the facility's Vadose Zone Monitoring Plan and provided in the May 2020 Vadose Monitoring Report (Souder, Miller & Associates).
- A water sample will be collected from well VM-1D only.
- Vapor samples will be collected from wells VM-1S, VM-2S, and VM-2D only.
- Water and vapor sampling can be performed within a one-day timeframe.
- The dewatering system for vadose well VM-1D is still inactive, and that water samples will be collected with a bailer.
- The existing water quality and soil vapor analytical results previously reported by others do not require adjustments or verification.
- Monitoring of the four passive vents installed atop Unit 1 will not be required but will only be inspected.
- Verification re-sampling (VRS) is not required in the event that anomalous analytical data cannot be confirmed/resolved through direct communication with the analytical laboratory.
- Responding to detailed NMED requests for additional information (RAIs) is not required.

Should additional sampling or detailed RAI responses be required, we will notify the City as these circumstances arise in order to implement the appropriate response actions and budgetary adjustments for these additional services. Consistent with our current practices for other sites, we will coordinate field activities and scheduling with the City prior to mobilization.

Task 02: Semi-Annual Groundwater Sampling, Analysis and Reporting
In order to minimize project costs, concurrent with vadose zone monitoring, and Consistent with the facility's current Groundwater Monitoring Plan, we propose to conduct semi-annual sampling at each of the site's nine active groundwater monitoring wells (GW-2, 4R, 5, 6, 7R, 8, 9, 10, and 11R). For each sampling event, we propose to complete the following tasks:

- Coordination with our subcontract analytical laboratory to obtain the appropriate sample bottles, coolers, and chain-of-custody forms.
- Static water level measurement at each well (including inactive well GW-1)
- Purging and sampling using the dedicated bladder pump installed in each well.
- Field measurements for a minimum of pH, specific conductance (SC), and temperature at each active well.
- Collection of groundwater samples to be analyzed for the current list of organic and inorganic parameters. Collection of quality assurance/quality control (QA/QC) samples (i.e., one field blank and one well duplicate sample) to be analyzed for volatile compounds (VOCs) to ensure field-sampling quality and laboratory reproducibility.
- Timely hand-delivery of the sample bottles to our subcontract laboratory (Eurofins Environment Testing South Central, LLC, Albuquerque, NM) to ensure sample integrity.
- Review and interpretation of the analytical results, including a comparison of the data to statistical values previously calculated by others.
- Groundwater Monitoring Report preparation and submittal to the City and NMED.

Within 90 days of each sampling event, we plan to submit to the City and NMED a Groundwater Monitoring Report that is consistent with the prevailing NMED Groundwater Monitoring Report Guidance Document and the site's NMED-approved Groundwater Monitoring Plan. At a minimum, the Report will provide the following:

- Cover letter.
- Site description and background.
- Hydrogeologic setting (summary).
- Purpose of report and applicable regulations.
- Monitoring well network.
- Groundwater elevation measurements.
- Groundwater elevation contour map.
- Groundwater gradient and velocity.
- Sampling results (i.e., field measurements, purge volumes, sampling methods, etc.).
- Laboratory analyses and monitoring parameters.
- Laboratory analytical report.
- Evaluation of laboratory analytical results.
- Statistical analysis results, as necessary.
- Conclusions and recommendations, as necessary.
- Qualified Groundwater Scientist Certification.

Our proposed budget for this task is based on the following assumptions:

- Our subcontract laboratory analytical costs are for the entire suite of groundwater monitoring parameters listed in Subsections A&C of 20.9.9.20 NMAC of the Solid Waste Rules.
- There is adequate recharge to each active monitoring well such that purging and sampling can be performed within a two-day timeframe.
- All existing dedicated bladder pumps are operational at the time of sampling; and remain operational during the course of sampling.
- The City will provide us with the pump controller(s) and generator(s) for purging/sampling the wells if deemed necessary.
- The existing groundwater quality statistics prepared by others do not require adjustments or verification.
- Verification re-sampling (VRS) is not required in the event that anomalous analytical data cannot be confirmed/resolved through direct communication with the analytical laboratory.
- Responding to detailed NMED requests for additional information (RAIs) is not required.

Should additional sampling, pump repairs, field equipment (e.g., pumps, controllers, etc.), or detailed RAI responses be required, we will notify the City as these circumstances arise in order to implement the appropriate response actions and budgetary adjustments for these additional services. Consistent with our current practices for other sites, we will coordinate field activities and scheduling with the City prior to mobilization.

Task 03: Quarterly Landfill Gas Monitoring and Reporting
We propose to conduct quarterly landfill gas monitoring at each of the site's 19 active gas probes and within the facility's six structures. In order to minimize project costs, we plan to conduct two of the quarterly events concurrent with semi-annual vadose zone/groundwater monitoring. Within 45 days of each landfill gas monitoring event, we plan to submit to the City and NMED a summary Letter Report providing the results of each monitoring event. Our proposed budget for this task is based on the assumption that each gas probe is accessible and functional.

Task 04: Title V Semi-Annual and Annual Reporting
This The following scope of work and our proposed budget for this task are based on the assumption that the Title V Reporting requirements for the Landfill are equivalent to the state and federal regulatory standards that apply to all New Mexico landfills subject to NSPS.

Semi-annual Monitoring Reports (SAMRs)
This task includes the preparation and timely submittal of two Semi-annual Monitoring Reports (SAMRs). We plan to submit each SAMR to the City and NMED Air Quality Bureau (AQB) within 45 days of the end of each semi-annual reporting period as prescribed in the site's Title V Permit. As part of this task, we will review the previous submittals by others to ensure that the SAMRs we develop are consistent with current AQB formats and Permit conditions.

Annual Compliance Certification Report (ACCR)
This task includes the preparation and timely submittal of one Annual Compliance Certification Report (ACCR). We plan to submit the ACCR to the City and AQB within 30 days of the annual reporting period as prescribed in the site's Title V Permit (i.e. no later than July 1). As part of this task, we will review the previous submittals by others to ensure that the ACCR we develop is consistent with current AQB formats and Permit conditions.

Annual Greenhouse Gas (GHG) Emissions Report
This task includes the preparation and timely submittal of one Annual Greenhouse Gas (GHG) Emissions Report to EPA Region 6, as required by the federal Greenhouse Gas Rules. The GHG Report for reporting year 2025 is due on or before April 1, 2026. As part of this task, we will review the previous submittals by others to ensure that the GHG Report we develop is consistent with current EPA formats.

Annual Emissions Inventory Report (AEIR)
This task includes the preparation and timely submittal of one Annual Emissions Inventory Report (AEIR) to AQB, as required by the NMED Air Quality Rules. The AEIR for reporting year 2025 is due on or before April 1, 2026. As part of this task, we will review the previous submittals by others to ensure that the AEIR we develop is consistent with current AQB formats.

Annual Excess Emissions Inventory Report (AEEIR)
This task includes the preparation and timely submittal of one Annual Excess Emissions Inventory Report (AEIR) to AQB, as required by the NMED Air Quality Rules. The AEEIR for reporting year 2025 is due on or before April 1, 2026. As part of this task, we will review the previous submittals by others to ensure that the AEEIR we develop is consistent with current AQB formats.

Task 05: Roswell Municipal Landfill Staff Training
This task includes both communications-based and field-based training and mentorship to develop the technical proficiency of an Environmental Compliance Specialist (ECS). This approach emphasizes experiential learning through real-time project execution, site engagement, and regulatory application under the guidance of experienced environmental staff. Due to the unforeseen nature of on-call type services, we have assigned a limited labor cost of $15,000 to this task and will bill this task on a time and materials basis. In the event that actual labor costs exceed this amount, we will notify the City in advance of the need to update the proposed budget for this task.

Task 06: On-Call Support Services
This task includes on-call technical support for issues that may arise pertaining to emergent City needs and/or NMED requests for additional information. Due to the uncertain nature of on-call type services, we have assigned a limited labor cost of $10,000 to this task and will bill this task on a time and materials basis. In the event that actual labor costs exceed this amount, we will notify the City in advance of the need to update the proposed budget for this task.

Task 07: Quarterly Leachate Level Monitoring and Reporting
Additionally, to further promote regulatory compliance and operational efficiency, we propose to conduct quarterly leachate level monitoring concurrent with groundwater and landfill gas monitoring events in order to minimize project costs. For these sampling events, we propose to complete the following tasks:

- Leachate level measurement using the dedicated water level meter for each leachate sump. Our proposed budget for this task assumes that 15 sumps will sampled (i.e., six sumps in Unit 2, four sumps in Unit 3, three sumps in Unit 4, and two sumps in Unit 2).
- Visual inspection of each leachate extraction riser.
- Review leachate level data including a comparison of the data to historical results.
- Within 14 days of conducting the leachate level monitoring, we plan to submit to the City a summary Letter Report providing the results of leachate level monitoring.

Our proposed budget for this task is based on the following assumptions:
- The existing leachate extraction riser for each sump is accessible and operational at the time of sampling; and remains operational during the course of sampling.
- Responding to detailed NMED requests for additional information (RAIs) is not required.

Should additional sampling or detailed RAI responses be required, we will notify the City as these circumstances arise in order to implement the appropriate response actions and budgetary adjustments for these additional services. Consistent with our current practices for other sites, we will coordinate field activities and scheduling with the City prior to mobilization.

COMPENSATION

Our fee for the Scope of Services described above for Tasks 01, 02, 03, and 07 is based on a lump sum basis and will be billed on a percentage complete method on a monthly basis. Our fee for the Scope of Services described above for Tasks 05 – 06 is based on a not-to-exceed fee basis, with monthly invoicing on a time and materials basis for work performed.

Invoices will reflect the prevailing NMGRT rate at the time of invoicing. Our Engineering Opinion of Probable Cost (EOPC) provided as **Table 1** is structured to identify an itemized cost of tasks and services.

Table 1
Roswell Municipal Landfill
FY 26 Environmental Monitoring, Reporting, and Support Services
Engineering Opinion of Probable Cost (Excluding NMGRT)

Task Number	Task	Professional Labor	Expenses	Subcontractor	Task Budget Estimate
01	Semi-Annual Vadose Zone Monitoring and Reporting	$8,400	$1,150	$3,220	**$12,770.00**
02	Semi-Annual Groundwater Monitoring and Reporting	$25,150	$3,990	$31,050	**$60,190.00**
03	Quarterly Landfill Gas Monitoring and Reporting	$8,750	$2,990	$0	**$11,740.00**
04	Title V Semi-Annual and Annual Reporting	$21,500	$0	$0	**$21,500.00**
05	Roswell Municipal Landfill Staff Training [1]	$15,000	$0	$0	**$15,000.00**
06	On-Call Support Services[2]	$10,000	$0	$0	**$10,000.00**
07	Quarterly Leachate Monitoring and Reporting	$3,370	$230	$0	**$3,600.00**
	Project Total	**$92,170**	**$8,360**	**$34,270**	**$134,800.00**
				NMGRT (8.2708%):	**$11,149.04**
				Project Total (including NMGRT):	**$145,949.04**

Notes:
1. Task 05 will be completed on an hourly basis. The value above represents the not-to-exceed value.
2. Task 06 will be completed on an hourly basis. The value above represents the not-to-exceed value.

New Mexico State law requires Gross Receipts Tax and excise tax to be added to all labor costs. All New Mexico Gross Receipts tax will be in addition to the fees enclosed and will be a reimbursable expense. Gross Receipts Tax is not included within the lump sum or not-to-exceed fees. Invoices will reflect the prevailing NMGRT rate at the time of invoicing.

SCHEDULE

Based on the aforementioned tasks, an approximate schedule broken down by calendar year quarter is as follows:

Q3 2025

- Conduct semi-annual Vadose Zone Monitorng
- Conduct semi-annual Ground Water Monitoring
- Conduct Quarterly Landfill Gas Monitoring and submit associated report to the City and NMED.
- Conduct Quarterly Leachate Level Monitoring and submit associated report to the City.

Q4 2025

- Submit Q3 2025 semi-annual Vadose Zone Monitorng report to the City and NMED.
- Submit Q3 2025 semi-annual Ground Water Monitoring report to the City and NMED.
- Conduct Quarterly Landfill Gas Monitoring and submit associated report to the City and NMED.
- Conduct Quarterly Leachate Level Monitoring and submit associated report to the City.
- Prepare and submit Title V SAMR to the City, NMED, and EPA.

Q1 2026

- Conduct Semi Annual Vadose Zone Monitorng.
- Conduct Semi-Annual Ground Water Monitoring.
- Conduct Quarterly Landfill Gas Monitoring and submit associated report to the City NMED.
- Conduct Quarterly Leachate Level Monitoring and submit associated report to the City.
- Prepare and submit GHG Emissions Report to the City, NMED, and EPA.
- Prepare and submit AEIR and AEEIR.

Q2 2026

- Submit Q1 2026 semi-annual Vadose Zone Monitorng report to the City and NMED.
- Submit Q1 2026 semi-annual Ground Water Monitoring report to the City and NMED.
- Conduct Quarterly Landfill Gas Monitoring and submit associated report to the City and NMED.
- Conduct Quarterly Leachate Level Monitoring and submit associated report to the City.
- Prepare and submit Title V SAMR to the City, NMED, and EPA.
- Prepare and submit Title V ACCR to the City, NMED, and EPA.

If this proposal meets your expectations, you may indicate your acceptance by returning one signed copy to our office via mail or email. We will consider receipt of the executed document and the associated Purchase Order as authorization to proceed.

We appreciate the opportunity to provide Professional Services to you and look forward to the successful completion of your Project. If you have any questions, please do not hesitate to call us at 505.504.7764.

Sincerely,

PARKHILL

By_____
Tyler S. Zack, PE
Civil Engineer

By_____
Michael J. Crepeau, PE
Senior Associate

CITY OF ROSWELL

Signature:_____

Name: _____

Title:_____

Date:_____

TSZ/MJC/pg
Enclosures: Exhibit A – New Mexico Landfill and Environmental Compliance Experience Matrix

Exhibit A: New Mexico Landfill and Environmental Compliance Experience Matrix

New Mexico Solid Waste Projects															
Project/Location	Solid Waste Permitting/Registration	Air Quality Permitting	Siting and Design	Stormwater Permitting	Mid-Term Permit Review	Public Hearing	Operations Assistance	Construction Management	Groundwater Monitoring	Landfill Gas Monitoring	Greenhouse Gas	Final Cover	C/PC Costs	NMED/EPA Reporting	Feasibility Studies
Roswell Municipal Landfill	x		x			x	x	x	x				x	x	x
Camino Real Landfill	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Old Tucumcari Landfill New Tucumcari Landfill	x			x	x	x	x	x	x		x	x	x	x	x
Sandoval County Landfill Sandival County Collection Centers Sandoval County In-Vessel Composting	x	x	x	x	x	x	x	x	x	x	x		x	x	x
Cerro Colorado Landfill Eagle Rock Transfer Station Montessa Park Convenience Center Don Reservoir Convenience Center	x	x	x	x		x	x	x	x	x	x	x	x	x	x
Lea County Landfill	x	x	x	x	x	x	x	x	x	x	x		x	x	x
San Juan County Regional Landfill Four Corners Regional Ecocenter	x	x			x	x		x	x	x	x		x	x	x
Valencia Regional Landfill and Recycling Center Valencia County Collection Center	x	x		x	x	x		x	x	x			x	x	x
Rio Rancho Landfill	x	x			x	x		x	x	x			x	x	x
Otero-Greentree Regional Landfill	x	x	x	x		x		x	x				x	x	x
Corralitos Regional Landfill	x	x	x	x	x	x	x	x	x	x	x		x	x	x
South Central Solid Waste Authority Transfer Station and Recycling Facility	x		x	x	x	x	x						x	x	x
South Central Solid Waste Authority Community Collection Centers	x			x			x							x	x
Dark Canyon Landfill									x	x	x		x	x	
Loving Landfill									x	x	x		x	x	
Southwest New Mexico Regional Landfill	x		x	x		x	x	x	x		x	x	x	x	
De Baca County Landfill De Baca County Solid Waste Facility	x		x		x	x	x	x	x		x	x	x	x	x
Town of Clayton Landfill Town of Clayton Collection Center	x		x				x		x	x	x	x	x	x	x
Santa Rosa Landfill									x	x	x			x	
T or C Landfill T or C Recycling and Collection Center	x		x				x			x	x	x	x	x	x
Sierra County Landfill										x	x	x		x	
Unico Waste Disposal Landfill	x		x												x
Alcalde Transfer Station	x		x				x	x						x	x
Northeastern New Mexico Regional Landfill	x	x	x	x	x	x	x	x	x	x	x		x	x	
Red Rocks Regional Landfill									x					x	
Smith Lake Landfill									x					x	
Ruidoso Transfer Station	x					x								x	
Caja Del Rio Landfill	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Northern Delaware Basin Landfill	x		x	x		x	x	x		x			x	x	x
Butterfield Trail Regional Landfill Old Deminng Landfill								x	x					x	

Exhibit A
New Mexico Landfill and Environmental Compliance Experience Matrix

Updated July 2025

New Mexico Geosynthetic Liner Projects										
Project/Location	Cell I.D.	Size: Acres	Date	Cell Design	Liner CQA			Leachate System	Engineering Certification Report	Construction Management
					Soil	GCL	FML			
New Tucumcari Landfill	Cells 1-4	11.5	2010-2023	x	x	x	x	x	x	x
Sandoval County Landfill	Cells 1-7	84.7	2000-2014	x	x	x	x	x	x	x
Lea County Landfill	Cells 1-6	68.3	1999-2023	x	x	x	x	x	x	x
Camino Real Landfill	Cells 1-10A	103.7	1993-2015	x	x	x	x	x	x	x
Estancia Valley Regional Landfill	Cells 2A-4	23.5	2003-2019	x	x	x	x	x	x	x
Roswell Municipal Landfill	Cell 3A	10.0	May-2005	x	x	x	x	x	x	x
	Unit 2	18.3	Jan-2008	x	x	x	x	x	x	x
Corralitos Landfill	Cells 1-5	97.1	1996-2024	x	x	x	x	x	x	x
Northeastern New Mexico Regional Landfill	Units 1C, 1D, & 2B	6.0	2020-2023	x	x	x	x	x	x	x
Butterfield Trail Regional Landfill	Cells 1D & 2A	13.2	2021-2023	x	x	x	x	x	x	x
Southwest New Mexico Regional Landfill	Cells 7/8	6.4	2011-2012	x	x	x	x	x	x	x
Southwest Landfill	Cell 4A	5.4	Aug-2005	x	x	x	x	x	x	x
	Cell 4B	6.8	Oct-2007	x	x	x	x	x	x	x
Caja Del Rio	Cell 3A	8.0	Aug-2004	x	x	x	x	x	x	x
	Cells 4A, 5A & 6A	10.1	Jul-2007	x	x	x	x	x	x	x
Cerro Colorado Landfill	Cell 6	22.0	Jan-2004	x	x	x	x	x	x	x
	Cell 7	22.0	Nov-2005	x	x	x	x	x	x	x
Sandpoint Landfill	Phases 1-3	35.0	1995-2004	x	x	x	x	x	x	x
Otero/Lincoln County Landfill	Cells 2A-3	25.2	1995-2004	x	x	x	x	x	x	x
San Juan County Regional Landfill	Cell 5	6.0	Nov-2004	x	x	x	x	x	x	x
	Phase 5A	6.8	Jul-2017	x	x	x	x	x	x	x
Northern Delaware Basin Landfill	Cells 1A-5A & 1B-2B	53.5	2020-2024	x	x	x	x	x	x	x
Rio Rancho Landfill	Cell 6B	9.3	Nov-2004	x	x	x	x	x	x	x
Valencia Regional Landfill	Unit 5A & 5B	10.7	2013-2016	x	x	x	x	x	x	x
	Total Acres =	**663.5**								

New Mexico Groundwater Projects							
Project/Location	Well Installation	Background Monitoring	Detection Monitoring	Regulatory Reporting	Statistical Analysis	Reduced Monitoring	Monitoring Plan
Old Tucumcari Landfill		x	x	x	x	x	x
New Tucumcari Landfill	x	x	x	x	x	x	x
Sandoval County Landfill	x	x	x	x	x	x	x
Deming Landfill	x		x	x	x		
Butterfield Trail Landfill			x	x	x		
De Baca County Landfill	x	x	x	x	x	x	x
Town of Clayton Landfill	x	x	x	x	x	x	x
City of Raton Landfill	x	x	x	x	x	x	x
Camino Real Landfill	x	x	x	x	x	x	x
Rio Rancho Landfill	x	x	x	x		x	x
Santa Rosa Landfill		x	x	x	x	x	x
Dark Canyon Landfill	x	x	x	x	x	x	x
Loving Landfill		x	x	x	x	x	x
Former T or C BLM Landfill	x	x	x	x			
Red Rocks Regional Landfill			x	x	x		
Smith Lake Landfill			x	x	x		
Southwest NM Regional Landfill	x	x	x	x	x	x	x

New Mexico Air Quality Projects											
Project/Location	Duration	Air Dispersion Modeling	Surface Emissions Monitoring	Emissions Inventory	NSPS Reporting	LFG Monitoring	GCCS Design and Monitoring	Tier II Testing	Title V Permit	Compliance Reporting	Greenhouse Gas Reporting
Sandoval County Landfill Rio Rancho, NM	1998 to Present	x		x	x	x			x	x	x
Cerro Colorado Landfill Albuquerque, NM	1999 to Present	x	x	x	x	x	x		x	x	x
Lea County Landfill Eunice, NM	1995 to Present	x		x	x	x		x	x	x	x
Corralitos Regional Landfill Las Cruces, NM	2020 to Present	x	x	x	x		x	x	x	x	x
Rio Rancho Landfill Rio Rancho, NM	1998 to Present	x			x	x			x	x	
Valencia Regional Landfill Valencia County, NM	1996 to Present	x			x	x			x	x	
San Juan County Regional Landfill Aztec, NM	2001 to Present	x			x	x		x	x	x	
Town of Clayton Landfill Clayton, NM	2006 to Present					x				x	x
Santa Rosa Landfill Santa Rosa, NM	2008 to Present					x				x	x
Northeastern NM Regional Landfill Wagon Mound, NM	2012 to Present				x	x				x	x
Sierra County Landfill T or C, NM	2008 to Present					x				x	x
T or C Landfill T or C, NM	2008 to Present					x				x	x
Estancia Valley Regional Landfill Moriarty, NM	2002 to Present					x				x	
Paseo de Vista Landfill Santa Fe, NM	2017 to Present					x				x	x

Souder, Miller & Associates ♦ 5454 Venice Avenue NE, Suite D ♦ Albuquerque, NM 87113
(505) 299-0942 ♦ (877) 299-0942 ♦ fax (505) 293-3430

July 24, 2025 #4430570

Mr. Abraham Chaparro
Solid Waste Director
City of Roswell
3006 West Brasher Road
Roswell, New Mexico 88203
a.chaparro@roswell-nm.gov

RE: Proposal for Environmental Monitoring, Reporting and Support Services for Fiscal Year 2026, Roswell Municipal Landfill, Roswell, New Mexico

Dear Mr. Chaparro:

Souder, Miller & Associates (SMA) is pleased to provide this proposed scope of work and costs for engineering and environmental monitoring and training tasks to be completed for the Roswell Municipal Landfill (RML). All work will be conducted in compliance with the New Mexico Solid Waste Regulations, 20.9.2 – 20.9.10 NMAC, and the Title V Air Quality Permit for the landfill.

This proposal is submitted in response to your request for proposal received on July 7, 2025, and addendum received on July 12, 2025.

Commitment to Responsive Service

SMA understands that we have failed to provide responsive service to the City of Roswell related to landfill issues raised by the City. Accordingly, SMA recommits to providing responsive service, and affirms that we will respond to all requests from the City as soon as possible, and always within one business day of the request. Each response will provide either the requested information, or a schedule for providing a response to the request.

Scope of Work

Task 1 – Semi-Annual Vadose Monitoring and Reporting

In accordance with the requirements of the New Mexico Environment Department, Solid Waste Bureau (NMED-SWB), RML is required to monitor vadose zone gas from four vadose zone monitoring wells, and to monitor water in one vadose zone monitoring well on a semi-annual basis (twice per year). Work will be completed in a manner consistent with the monitoring plan approved by the NMED-SWB.

SMA's proposed cost to complete the two vadose monitoring events is $15,181.00 per event, total of $30,362.00 for the task (not including NMGRT), billed on a lump-sum basis upon submittal of reports. This cost is a 12% reduction relative to SMA's costs for last year.

Task 2 – Semi-Annual Groundwater Sampling, Analysis and Reporting

In accordance with the NM Solid Waste Rules (20.9 NMAC) and the Groundwater Monitoring System Plan for the RML, SMA will provide groundwater monitoring services for the RML. This includes collection of groundwater samples from nine groundwater monitoring wells, laboratory analyses of samples (subsection A and C parameters), and reporting. Reports will include statistical evaluation of groundwater concentration analytical

results, tracking of concentration trends, and an evaluation of potential sources of contamination, as has been completed for previous work.

SMA's proposed cost to complete the two groundwater monitoring events is $27,350.00 per event, total of $54,700.00 for the task (not including NMGRT), billed on a lump-sum basis upon submittal of reports. Costs include laboratory analytical cost of $14,375.00 per monitoring event. This cost is a 6% reduction relative to last year.

Task 3 – Quarterly Methane Monitoring and Reporting
SMA will complete quarterly methane monitoring of the dedicated methane monitoring wells (12 total) in accordance with the requirements of the New Mexico Solid Waste Regulations, 20.9.5.9.B and C NMAC. Reports of methane concentrations will be submitted quarterly.

SMA's proposed cost to complete this work is $1.861.00.00 per quarterly event, total of $7,444.00 for the task (not including NMGRT), billed on a lump-sum basis upon submittal of reports. This cost is a 44% reduction relative to last year.

Task 4 – Title V Semi-Annual and Annual Reporting
The Title V Air Quality Permit semiannual monitoring report is due in January and July of each year, and the Annual Compliance Certification report is due not later than July 1 of each year. Based on the process developed for reasonable inquiry, SMA will compile all monitoring records (to be provided by RML staff) for signature and respective submittal to the New Mexico Environment Department, Air Quality Bureau (NMED-AQB) and U.S. Environmental Protection Agency (US EPA).

SMA's proposed cost to complete each semi-annual monitoring report is $1,990.00, and the proposed cost for the Annual Compliance Certification report is $3,180.00, total of $7,160.00 for the task (not including NMGRT), billed on a lump-sum basis upon submittal of reports. This cost is an 18% reduction relative to last year.

Task 5 – RML Staff Training
SMA will provide training to RML staff as requested by you. Work will be completed on a time and expense basis, billed monthly. SMA's proposed cost for this work will not exceed $15,000.00, as per your request.

Task 6 – On-Call Support
SMA will provide on-call technical support for issues that may arise pertaining to emergent City needs and/or NMED requests for additional information. Work will be completed on a time and expense basis, billed monthly. SMA's proposed cost for this work will not exceed $10,000.00, as per your request.

Schedule
All work will be completed in accordance with deadlines required by the NMED SWB and Air Quality Bureau, and no later than June 30, 2026.

Cost Summary
Work will be completed through SMA's on-call Engineering Professional Services agreement with the City, RFP-25-002. SMA proposes to complete Tasks 1 through 4 for fiscal year 2026 for a fee of $107,908.74, which includes

New Mexico Gross Receipts Tax of 8.2708%. Work-hour estimates for tasks 1-4 are attached to this proposal. Tasks 5 and 6 will be completed on a time and expense, not to exceed basis, per the costs defined by you. A cost summary is shown below.

Task No.	PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
1	Vadose Monitoring (2 Semi-Annual Events)	$ 30,361.60	$ 2,511.15	$ 32,872.75
2	Groundwater Monitoring and Reporting (2 Semi-Annual Events)	$ 54,700.00	$ 4,524.13	$ 59,224.13
3	Methane Monitoring (4 Quarterly Events)	$ 7,444.00	$ 615.68	$ 8,059.68
4	Title V Air Quality Permit Reporting (2 Semi-Annual Events, 1 Annual Event)	$ 7,160.00	$ 592.19	$ 7,752.19
	LUMP SUM TOTAL	$ 99,665.60	$ 8,243.14	$ 107,908.74
5	Staff Training (time and materials, as needed, not to exceed)	$ 15,000.00	$ 1,240.62	$ 16,240.62
6	On-Call Support (time and materials, as needed, not to exceed)	$ 10,000.00	$ 827.08	$ 10,827.08
	TIME AND EXPENSE TOTAL	$ 25,000.00	$ 2,067.70	$ 27,067.70
	TOTAL	$ 124,665.60	$ 10,310.84	$ 134,976.44

Additional Tasks for Betterment of Project Development

As has been discussed previously, SMA understands that additional tasks may be undertaken by the City of Roswell for the RML. Specific tasks that SMA recommends include:

1. Annual topographic survey of active disposal unit to determine remaining life of unit and to estimate waste compaction.
2. Re-evaluation of the location of the asbestos disposal monofill to determine if the current design (located in future Unit 9) or moving the monofill to future Unit 8 is desirable.
3. Submittal of the application for solid waste operating permit modification and renewal. SMA has advanced this project to approximately 90% completion, and following completion of the asbestos disposal monofill design, will be ready to submit the application.
4. Update of the Stormwater Pollution Prevention Plan (SWPPPP) for coverage under the EPA's 2026 Multi-Sector General Permit (MSGP) for stormwater discharges.

SMA will provide costs for tasks as requested by the City of Roswell.

SMA Solid Waste Qualifications

SMA has attached a summary of the company qualifications for completion of solid waste services.

If you have any questions on this proposal or require additional information, please feel free to contact me at 505.595.7813 or scott.mckitrick@soudermiller.com. SMA appreciates the opportunity to continue providing engineering and environmental services to the Roswell Municipal Landfill.

Sincerely,
SOUDER, MILLER & ASSOCIATES

Scott A. McKitrick, P.G.
Vice President / Environmental Technical Sector Director

cc: Mr. James MacCornack, P.E., Senior Engineer, City of Roswell, j.maccornack@roswell-nm.gov

encl.: Work-Hour Estimates for Tasks 1-4
SMA Solid Waste Qualifications

Summary of Cost Proposal

Souder, Miller & Associates
Professional Services and Expenses Task/Hours/Fee Breakdown Related To

Project Description: Roswell Mun. Landfill Environmental Monitoring, Reporting and Support Services FY 26
Project Number: 4430570
Owner: City of Roswell
Date of Submittal: July 24, 2025
Tax Rate on Services: 8.2708%

TOTALS

Task No.	PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
1	Vadose Monitoring (2 Semi-Annual Events)	$ 30,361.60	$ 2,511.15	$ 32,872.75
2	Groundwater Monitoring and Reporting (2 Semi-Annual Events)	$ 54,700.00	$ 4,524.13	$ 59,224.13
3	Methane Monitoring (4 Quarterly Events)	$ 7,444.00	$ 615.68	$ 8,059.68
4	Title V Air Quality Permit Reporting (2 Semi-Annual Events, 1 Annual Event)	$ 7,160.00	$ 592.19	$ 7,752.19
	LUMP SUM TOTAL	$ 99,665.60	$ 8,243.14	$ 107,908.74
5	Staff Training (time and materials, as needed, not to exceed)	$ 15,000.00	$ 1,240.62	$ 16,240.62
6	On-Call Support (time and materials, as needed, not to exceed)	$ 10,000.00	$ 827.08	$ 10,827.08
	TIME AND EXPENSE TOTAL	$ 25,000.00	$ 2,067.70	$ 27,067.70
	TOTAL	$ 124,665.60	$ 10,310.84	$ 134,976.44

COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

ROSWELL MUNICIPAL LANDFILL - VADOSE MONITORING

Project Description: Roswell Mun. Landfill Environmenta l
Project Number: 4430570
Owner: City of Roswell
Date of Submittal: July 24, 2025
Tax Rate on Services: 8.2708%

Note: Figures in this table do not include tax.

Job Description	Principal	Senior Manager III	Senior Manager II	Senior Manager I	Senior Eng./Sci./ Surv III	Senior Eng./Sci./ Surv II	Senior Eng./Sci./ Surv I	Project Eng./Sci./ Surv III	Project Eng./Sci./ Surv II	Project Eng./Sci./ Surv I	Staff EIT/LSIT Sci. III	Staff EIT/LSIT Sci. II	Project Fin./Mgr. Asst. II	Admin II	Mileage	Expenses	Per Diem	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	$ 240	$ 225	$ 210	$ 200	$ 190	$ 180	$ 165	$ 150	$ 140	$ 130	$ 125	$ 120	$ 100	$ 80	$ 0.655	$ 1.00	$ 155			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Days	$	$	$
Task																				
Vadose Monitoring (per event)																				
Fixed Costs (field prep, travel, per diem, etc.)			1						2								1	$ 575		
Collect Vadose Water Sample (one)			1									12						$ 1,650		
Collect Vadose Gas Sample (four)			1									12						$ 1,650		
Analytical																		$ -	$ 2,286	
Prepare Vadose Monitoirng Report	1		10						20			28	2	4				$ 9,020		
																		$ -		
Subtotal Hours:	1	0	13	0	0	0	0	0	21.5	0	0	52	2	4	0	0	1	$ 12,895	$ 2,286	**$ 15,181**
Subtotal Cost:	$ 240	$ -	$ 2,730	$ -	$ -	$ -	$ -	$ -	$ 3,010	$ -	$ -	$ 6,240	$ 200	$ 320	$ -	$ -	$ 155	$ 12,895		

Number of Events **2**

Total Vadose Monitoring **$ 30,362**

COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

ROSWELL MUNICIPAL LANDFILL - GROUNDWATER MONITORING

Project Description: Roswell Mun. Landfill Environmental
Project Number: 4430570
Owner: City of Roswell
Date of Submittal: July 24, 2025
Tax Rate on Services: 8.2708%
Note: Figures in this table do not include tax.

Job Description	Principal	Senior Manager III	Senior Manager II	Senior Manager I	Senior Eng./Sci./ Surv III	Senior Eng./Sci./ Surv II	Senior Eng./Sci./ Surv I	Project Eng./Sci./ Surv III	Project Eng./Sci./ Surv II	Project Eng./Sci./ Surv I	Staff EIT/LSIT Sci. III	Staff EIT/LSIT Sci. II	Staff EIT/LSIT Sci. I	Project Fin./Mgr. Asst. II	Admin II	Mileage	Expenses	Per Diem	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	$ 240	$ 225	$ 210	$ 200	$ 190	$ 180	$ 165	$ 150	$ 140	$ 130	$ 125	$ 120	$ 110	$ 100	$ 80	$ 0.655	$ 1.00	$ 155			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Days	$	$	$
Task																					
Groundwater Monitoring A, B & C																					
Fixed Costs (field prep, etc.)			1									2							$ 450		
Mobilization, per diem																		1	$ 155		
Meaure DTW (1 well)												1							$ 120		
Measure DTW, Collect GW Samples (9 wells)			1						4			24							$ 3,650		
Groundwater Analytical (9 wells)																			$ -	$ 14,375	
Prepare Groundwater Monitoring Report	1		8						20			28		2	4				$ 8,600		
																			$ -		
Subtotal Hours:	1	0	10	0	0	0	0	0	24	0	0	55	0	2	4	0	0	1	$ 12,975	$ 14,375	**$ 27,350**
Subtotal Cost:	$ 240	$ -	$ 2,100	$ -	$ -	$ -	$ -	$ -	$ 3,360	$ -	$ -	$ 6,600	$ -	$ 200	$ 320	$ -	$ -	$ 155	$ 12,975		

Number of Events **2**

Total Groundwater Sampling **$ 54,700**

COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

ROSWELL MUNICIPAL LANDFILL - METHANE MONITORING

Project Description: Roswell Mun. Landfill Environmental
Project Number: 4430570
Owner: City of Roswell
Date of Submittal: July 24, 2025
Tax Rate on Services: 8.2708%
Note: Figures in this table do not include tax.

Job Description	Principal	Senior Manager III	Senior Manager II	Senior Manager I	Senior Eng./Sci./ Surv III	Senior Eng./Sci./ Surv II	Senior Eng./Sci./ Surv I	Project Eng./Sci./ Surv III	Project Eng./Sci./ Surv II	Project Eng./Sci./ Surv I	Staff EIT/LSIT Sci. III	Staff EIT/LSIT Sci. II	Staff EIT/LSIT Sci. I	Project Fin./Mgr. Asst. II	Admin II	Mileage	Expenses	Per Diem	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	$ 240	$ 225	$ 210	$ 200	$ 190	$ 180	$ 165	$ 150	$ 140	$ 130	$ 125	$ 120	$ 110	$ 100	$ 80	$ 0.655	$ 1.00	$ 155			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Days	$	$	$
Task																					
Methane Monitoring (per event)																					
Fixed Costs (field prep, travel, per diem, etc.)												5				200			$ 731		
Monitor Methane												4							$ 480		
Prepare Methane Monitoirng Report			1						1			1		1	1				$ 650		
																			$ -		
Subtotal Hours:	0	0	1	0	0	0	0	0	1	0	0	10	0	1	1	200	0	0	$ 1,861	$ -	**$ 1,861**
Subtotal Cost:	$ -	$ -	$ 210	$ -	$ -	$ -	$ -	$ -	$ 140	$ -	$ -	$ 1,200	$ -	$ 100	$ 80	$ 131	$ -	$ -	$ 1,861		

Number of Events **4**

Total Methane Monitoring $ 7,444

COST PROPOSAL

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

ROSWELL MUNICIPAL LANDFILL - TITLE V REPORTING

Project Description: Roswell Mun. Landfill Environmental
Project Number: 4430570
Owner: City of Roswell
Date of Submittal: July 24, 2025
Tax Rate on Services: 8.2708%
Note: Figures in this table do not include tax.

Job Description	Principal	Senior Manager III	Senior Manager II	Senior Manager I	Senior Eng./Sci./ Surv III	Senior Eng./Sci./ Surv II	Senior Eng./Sci./ Surv I	Project Eng./Sci./ Surv III	Project Eng./Sci./ Surv II	Project Eng./Sci./ Surv I	Staff EIT/LSIT Sci. III	Staff EIT/LSIT Sci. II	Staff EIT/LSIT Sci. I	Project Fin./Mgr. Asst. II	Admin II	Mileage	Expenses	Per Diem	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	$ 240	$ 225	$ 210	$ 200	$ 190	$ 180	$ 165	$ 150	$ 140	$ 130	$ 125	$ 120	$ 110	$ 100	$ 80	$ 0.655	$ 1.00	$ 155			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Days	$	$	$
Task																					
Semi-Annual Monitoring Report																					
Coordination w/RML staff			2						3										$ 840		
Data Review									3										$ 420		
Draft Report Preparation									1										$ 140		
Final Report Preparation			1						2					1					$ 590		
																			$ -		
Subtotal Hours:	0	0	3	0	0	0	0	0	9	0	0	0	0	1	0	0	0	0	$ 1,990	$ -	**$ 1,990**
Subtotal Cost:	$ -	$ -	$ 630	$ -	$ -	$ -	$ -	$ -	$ 1,260	$ -	$ -	$ -	$ -	$ 100	$ -	$ -	$ -	$ -	$ 1,990		

Number of Events **2**

Total Cost of Semi-Annual Monitoring Report: $ 3,980

Job Description	Principal	Senior Manager III	Senior Manager II	Senior Manager I	Senior Eng./Sci./ Surv III	Senior Eng./Sci./ Surv II	Senior Eng./Sci./ Surv I	Project Eng./Sci./ Surv III	Project Eng./Sci./ Surv II	Project Eng./Sci./ Surv I	Staff EIT/LSIT Sci. III	Staff EIT/LSIT Sci. II	Staff EIT/LSIT Sci. I	Project Fin./Mgr. Asst. II	Admin II	Mileage	Expenses	Per Diem	Total SMA	Sub Contracts	Total Task
Billing Rate per Unit	$ 240	$ 225	$ 210	$ 200	$ 190	$ 180	$ 165	$ 150	$ 140	$ 130	$ 125	$ 120	$ 110	$ 100	$ 80	$ 0.655	$ 1.00	$ 155			
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Days	$	$	$
Task																					
Annual Compliance Report																					
Coordination w/RML staff			2						1										$ 560		
Data Review									3										$ 420		
Draft Report Preparation			2						6										$ 1,260		
Final Report Preparation			2						3					1					$ 940		
																			$ -		
Subtotal Hours:	0	0	6	0	0	0	0	0	13	0	0	0	0	1	0	0	0	0	$ 3,180	$ -	**$ 3,180**
Subtotal Cost:	$ -	$ -	$ 1,260	$ -	$ -	$ -	$ -	$ -	$ 1,820	$ -	$ -	$ -	$ -	$ 100	$ -	$ -	$ -	$ -	$ 3,180		

Number of Events **1**

Total Cost of Semi-Annual and Annual Monitoring Report: $ 3,180

Total Cost of Title V Reporting $ 7,160

Specialized Design and Technical Competence

Souder, Miller & Associates (SMA) is an incorporated, New Mexico-based, engineering, environmental, and geomatics consulting firm serving clients throughout New Mexico and the Mountain West region for the past 39 years. SMA successfully provides professional services to clients, emphasizing close working relationships, allowing us to provide the highest quality product tailored to our client's needs while closely monitoring project costs and timelines. SMA offers comprehensive professional services pertinent to the City of Roswell including regulatory compliance, planning facilitation, preliminary and final project design, bid administration, permitting, construction observation, support services, including public meeting support, grant administration, regulatory agency management, mapping, asset management, operational support, training, and funding application development.

The SMA team has a long, positive working relationship with various regulatory compliance agencies, such as NMED SWB and CPB, based on work at 54 solid waste sites throughout New Mexico. Additionally, our staff is well-versed in the EPA requirements for specialized services, such as SWPPP development and RCRA management.

Understanding of the Project Scope

SMA completed a thorough review of the RFP to ensure our thorough understanding of currently required work. SMA has successfully provided similar professional consulting services to clients for 39 years and has the capacity to perform all requested services ***in-house***. SMA provides a variety of services for solid waste sites, including but not limited to:

- Client support with regulatory agencies such as New Mexico Environment Department - Solid Waste Bureau (NMED SWB) on compliance issues and negotiation of favorable conditions for our clients
- Landfill cell and final cover design, bid document preparation, bid administration, and construction administration
- Aerial mapping and field surveying
- Design enhancements to reduce construction cost without compromising environmental protection or regulatory compliance
- Leachate collection system design and monitoring
- Mitigation of geosynthetic or soil liner problems
- Permitting for future cells
- Permit renewals and modifications
- Landfill design, including surface water management systems, final cover systems, and/or landfill gas management
- Assistance with landfill plans, including operating plan, closure plan, post-closure plan, closure and post-closure cost estimates, landfill gas management plan, groundwater monitoring plan, and liner construction quality assurance plan
- Clean Air Act and greenhouse gas permitting, reporting, and compliance, including initial permits and renewal of Title V Operating Permits
- Tier 1, 2, and 3 sampling, analysis, and reporting as required by Title V Operating Permits
- Groundwater and perimeter methane monitoring and reporting
- Landfill planning
- Cover erosion control planning
- Interim and final cover design and monitoring, including alternative daily cover
- Cover issues and cover management planning, including use of alternate daily covers

- Financial assurance planning
- Completion of financial assurance cost estimates for annual NMED SWB submittals
- Landfill audits for regulatory compliance
- Special waste disposal management plan preparation
- Stormwater design improvements
- Spill Plan preparation
- Stormwater Pollution Prevention Plans (SWPPP)
- Entrance facility design
- Alternate liner and final cover demonstrations
- Soil balance calculations
- New Source Performance Standards (NSPS) reporting
- Groundwater monitoring and abatement/remediation
- Landfill gas collection and treatment systems
- Vadose zone soil vapor monitoring and abatement/remediation
- Site investigation and monitoring
- Design of groundwater sampling methodologies (including low-flow sampling)
- Groundwater and vadose monitoring well design
- Report preparation and submittal to regulatory agencies
- Responses to Notice of Violation (NOV) or other enforcement filings
- Assessment of soil cover utilization and airspace utilization
- Landfill site life calculations
- Landfill employee training
- Operations assistance
- Staff training in compliance with NMED SWB requirements

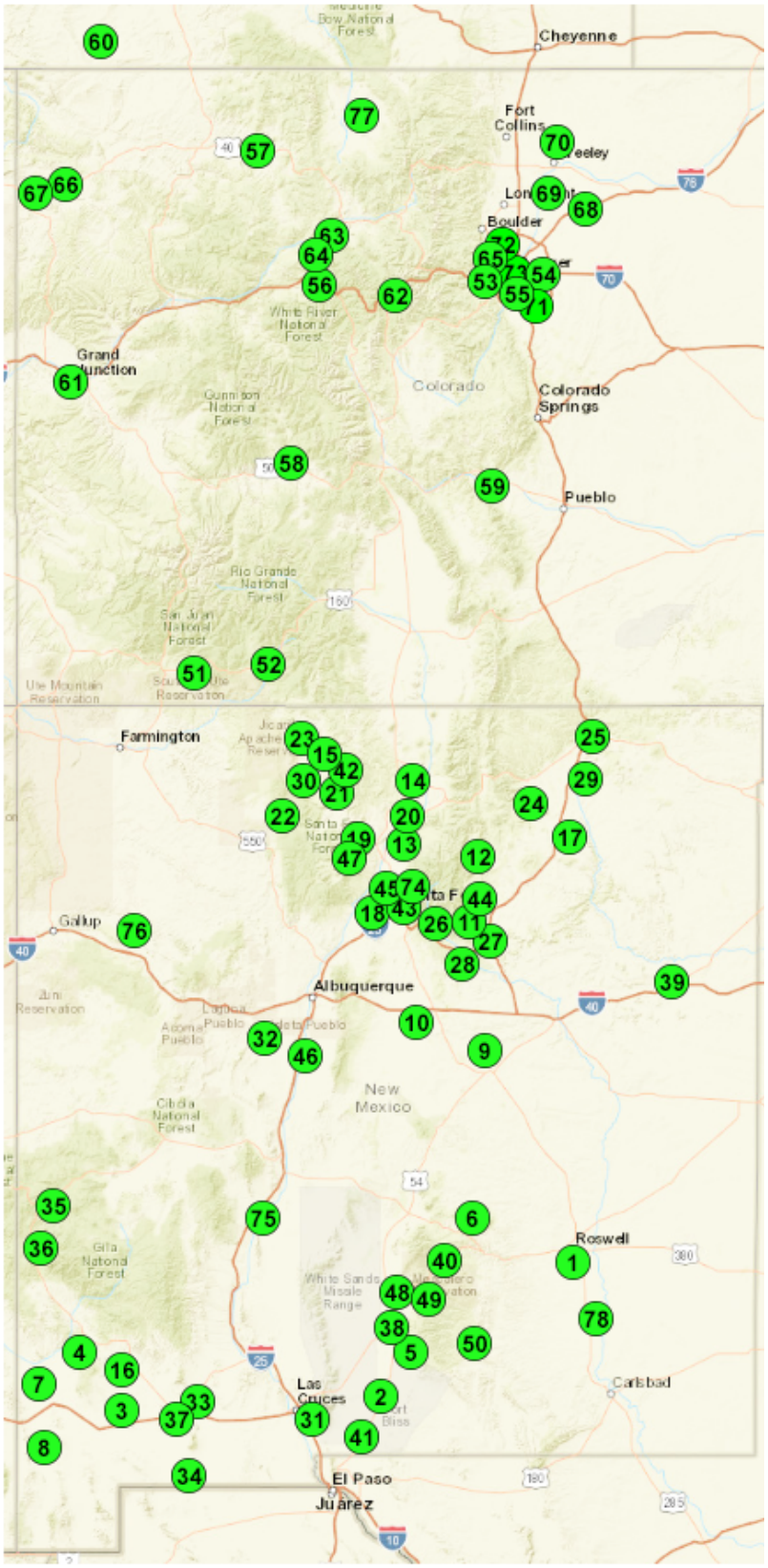
SMA's project approach emphasizes close working relationships to provide the highest quality product tailored to the City's needs while maintaining focus on project costs and timelines.

SMA has provided professional consulting services for 78 landfills, transfer stations, convenience centers, and recycling centers.

Solid Waste Experience

SMA has worked on numerous landfill siting, design, monitoring, construction, and closure projects throughout the Mountain West. Because of our extensive experience with landfills in New Mexico, SMA has a strong working relationship with the various regulatory agencies, which allows for the most efficient determination of required work, and acceptance of work conducted. SMA currently provides or has provided solid waste services for the solid waste facilities/clients on the following page.

1 Roswell Municipal Landfill
2 Otero County/Greentree Landfill
3 Butterfield Trail Regional Landfill
4 Southwest Landfill
5 Otero County/Dog Canyon Landfill
6 Capitan Landfill
7 Lordsburg Landfill
8 Hidalgo County (Animas) Landfill
9 Vaughn Landfill
10 Estancia Valley Landfill
11 Las Vegas Landfill
12 Mora County Landfill
13 Espanola Landfill
14 Taos Regional Landfill
15 Tierra Amarilla Landfill
16 Tri-City Landfill & Transfer Station
17 Wagon Mound Northeast NM Regional Landfill
18 Caja del Rio Landfill
19 Santa Clara Pueblo Landfill
20 Ohkay Owingeh Landfill
21 Medenales Landfill
22 Coyote Landfill
23 Chama Landfill
24 Springer Landfill
25 Raton Landfill
26 Pecos Landfill
27 San Miguel County Landfill
28 Villanueva Landfill
29 Maxwell Landfill
30 El Rito Landfill
31 NMSU Landfill
32 Valencia County Landfill
33 City of Deming Landfill
34 Columbus Landfill
35 Reserve Landfill
36 Glenwood Landfill
37 Tulip Drive Landfill
38 Atari Landfill
39 City of Tucumcari New Landfill
40 Greentree Transfer Station
41 Otero County Chaparral Convenience Center
42 Tierra Amarilla Transfer Station/Recycling Facility
43 Eldorado Transfer Station/Recycling Facility
44 City of Las Vegas Transfer Station/Recycling Facility
45 La Cienega Convenience Center/Recycling Facility
46 Los Lunas Transfer Station/Recycling Facility
47 Santa Clara Pueblo Convenience Center/Recycling Facility
48 Otero County La Luz Transfer Station
49 Otero County Cloudcroft Convenience Center
50 Otero County Weed Convenience Center
51 Bayfield Landfill
52 Pagosa Springs Landfill
53 Rooney Road Recreational Facility
54 48th and Holly Landfill
55 Forest Springs Subdivision Former Landfill
56 Eagle County Landfill
57 Milner Landfill, Twin Landfill
58 Gunnison County Landfill
59 Phantom Landfill, Twin Landfill
60 Shute Creek Landfill
61 Mesa County Solid Waste Facility
62 Summit County Landfill
63 Granby Landfill, Grand County
64 Kremmling Landfill, Grand County
65 Pine Gulch Landfill, Jefferson County
66 Wray Gulch Landfill
67 Rangley Landfill
68 Platteville Organic Recycling Facility
69 Eaton Organic Recycling Facility
70 Rattler Ridge Organic Recycling Facility
71 County Line Landfill
72 Miramonte Farms Subdivision
73 Arapco Landfill
74 City of Santa Fe Paseo de Vista Landfill



75 Fort Craig Landfill
76 Red Rock Landfill
77 Jackson County Landfill
78 City of Artesia Transfer Station

Regulatory Agency Compliance/Coordination

SMA works closely with our clients and regulatory agencies to ensure compliance with all work requirements, including reporting requirements. Due to the large amount of work SMA completes on environmental projects, we interact regularly and have an outstanding working relationship with the New Mexico Environment Department (NMED). SMA works regularly with and has outstanding relationships with the specific bureaus that regulate, oversee, and approve work at New Mexico landfills, such as the Solid Waste Bureau (SWB) and Air Quality Bureau (AQB). Other bureaus that SMA works commonly with include the Construction Programs Bureau (CPB), Surface Water Quality Bureau (SWQB), Ground Water Quality Bureau (GWQB), and Hazardous Waste Bureau (HWB).

SMA's experience in solid waste regulatory compliance is extensive. SMA has covered virtually all aspects of solid waste management in the state of New Mexico including design and permitting of Subtitle D and Special Waste landfills; transfer station/convenience center permitting and design; groundwater monitoring well installation; groundwater and methane monitoring; development of closure/post closure care plans; QA/QC of solid waste disposal cell construction and disposal cell closure; and operational analysis of solid waste management systems and landfills. ***SMA has also been involved in several permit renewals*** for facilities throughout the state of New Mexico. As part of our services, we have provided all the required permit applications, figures, calculations, additional documentation and public hearing support and professional testimony. We have managed permitting and registration for all types of solid waste facilities including landfills, transfer stations, convenience centers, recycling centers, and compost facilities.

SMA also works regularly with the New Mexico Office of the State Engineer (NMOSE) to complete appropriate groundwater monitoring well design in compliance with applicable requirements, and to obtain monitoring well permits prior to well installation, as required.

Landfill Cell Design and Construction

SMA has provided planning, design, permitting, bid document preparation/administration, and construction administration services for landfill cell expansion, new landfill cells, and cell closure for clients throughout the Mountain West. Services include siting, geohydrologic investigation, cell design, stormwater collection design, liner inspection, construction observation and QA/QC documentation. Our staff prepares all reports and documentation to meet the requirements of NMED SWB.

SMA has recently prepared designs and bid documents and supported administration for the Unit 4 and Unit 5A lined cells at the Roswell Municipal Landfill. Further, SMA has performed similar services for the following landfill clients:

- Taos Regional Landfill, Taos NM
- Otero-Greentree Regional Landfill, Alamogordo/Otero County, NM
- Eagle County Landfill, Wolcott, CO
- Gunnison County Landfill, Gunnison, CO
- Twin Enviro: Phantom Landfill, Penrose CO and Milner Landfill, Milner, CO
- Wray Gulch Landfill, Rio Blanco County, CO

Landfill Cell Closure Design and Construction

SMA has extensive experience in design of landfill covers and final closure, including alternative covers which minimize construction costs while ensuring the cover meets the requirements of the New Mexico Solid Waste Rules.

SMA utilizes the U.S. EPA Hydraulic Evaluation of Landfill Performance (HELP) model, which allows us to determine a cost-effective cover utilizing cover materials available on-site, or to import cover material available nearby off-site, or implement other solutions such as geosynthetic clay liners, which can decrease cost through ease of installation.

SMA recently designed the final cover for Unit 3 and Unit 5A lined cell at the Roswell Municipal Landfill. Through geotechnical evaluation of the cover borrow source on-site, and re-modeling of the cover using the HELP model incorporating up to date climatic conditions, SMA was able to decrease the cover thickness from the originally designed 36 inches to 18 inches while staying in compliance with the regulatory requirements. This resulted in a cost savings for the owner.

Additionally, SMA has worked with a variety of alternative daily covers for operations and is familiar with implementation of these covers (including deployable tarps and spray-on daily cover). SMA has worked with the NMED SWB on approval of alternative daily cover.

Surveying and Mapping

SMA's Geomatics Technical Sector consists of approximately thirty professional land surveyors, land surveyors-in-training, field technicians, and CAD technicians dedicated to supporting project needs and standalone surveying/GIS services. SMA also has several Part 107 qualified staff members who fly unmanned aerial vehicles (UAVs) capable of carrying photogrammetry and LiDAR payloads. SMA has field crews and equipment resources to complete any surveying that may be required by the City in support of solid waste projects. Surveying products include easement, boundary, and right-of-way surveys; annexation surveys; topographic mapping; ALTA/NSPS research and surveys; photogrammetric mapping; terrestrial LiDAR scanning services and cloud development; route surveying for electrical lines; construction surveys; and aerial control. We use advanced survey equipment and procedures, including both static and kinematic global positioning systems (GPS).

Landfill Investigation and Mitigation Services

SMA has developed mitigation and/or corrective action plans for a variety of common concerns at solid waste facilities. At the City of Las Vegas facility, SMA developed a leachate recovery cutoff system to address potential discharge into surface water. At several facilities, SMA has helped evaluate groundwater detections and worked with NMED to identify whether these results were the result of uncontrolled discharge from the regulated facility or the result of off-site release or naturally occurring constituents.

SMA has investigated numerous active and closed landfill facilities in New Mexico to determine the conceptual site model, including extent and character of waste, presence or absence of contamination in vadose zone and groundwater, vadose and groundwater characteristics, contaminant pathway analysis, and cost-benefit analysis of remediation alternatives. Sites have varied from small (City of Aztec delineation of the extent of buried solid waste in a road construction right of way) to relatively large (Las Vegas Landfill, Roswell Municipal Landfill), both sites described in the Past Record of Performance section of this proposal.

Common direct landfill investigation techniques SMA employs include trenching, pot-holing, hand driven vapor probe sampling points, vapor sampling of Geoprobe driven vapor points, hollow-stem auger drilling, installation of vadose wells for sampling of vadose gases, and groundwater monitoring well installation and sampling. Indirect techniques SMA has employed include primarily geophysical surveys to determine the extent of waste and subsurface conditions (presence of faults, karst features, etc.).

Groundwater Monitoring

SMA has installed in excess of 75 groundwater monitoring wells at landfill sites throughout New Mexico, in addition to hundreds of monitoring wells installed at a variety of other facility types. SMA ensures that the design and construction of each monitoring well meets the requirements of NMED and NMOSE. SMA's staff members include experienced, degreed geologists with years of experience with monitoring well design and installation, geologic logging and driller oversight. Additionally, SMA staff ensure proper well completion, which is critical to ensure collection of representative groundwater samples and to ensure the monitoring well itself doesn't act as a conduit for surface contaminants to reach groundwater.

Following monitoring well installation, wells are developed to ensure collected groundwater samples have minimal sediment, as sediment-laden samples can yield false positive results for some contaminants. Field data collected during monitoring well installation is drafted into concise, informative well logs for submittal to NMED SWB or GWQB, along with survey data of well location and site maps. SMA's field personnel are highly trained in the methods used to collect groundwater samples from monitoring wells, including standard purging as well as low-flow (micro-purge) sampling. SMA is also highly familiar with the regulations and requirements of NMED during sampling.

Following collection of groundwater samples, SMA prepares groundwater monitoring reports that meet all guidelines and regulatory requirements of the NMED SWB. This includes a statistical evaluation of contaminant concentrations and trends to demonstrate that Assessment Monitoring Levels (AMLs) and Corrective Action Levels (CAL) have not been exceeded. Site maps showing the facility, well locations, groundwater elevation and flow direction (potentiometric surface maps) are prepared, including copies of potentiometric surface maps from several previous monitoring events for comparison. Analytical data, including historic analytical data, is tabulated for easy comparison. SMA makes recommendations for future groundwater sampling as necessary, with all information submitted to the NMED SWB for approval in a timely manner.

Landfill Gas Monitoring

SMA is experienced with monitoring landfill gases, including shallow measurements of methane, and deeper vadose monitoring for volatile organic compounds as well as methane. SMA has designed landfill gas investigation and monitoring plans, conducted investigations to delineate the aerial extent of elevated landfill gas in and surrounding unlined landfill cells, and designed and constructed remediation systems to mitigate landfill gas contamination. Additionally, SMA has investigated and designed passive landfill vents to mitigate elevated chlorinated solvent impact to landfill cells and the underlying vadose gases and groundwater.

Solid Waste Permitting

SMA has completed Solid Waste Facility Permits for numerous counties and municipalities throughout New Mexico, including municipal solid waste landfills, transfer stations and recycling facilities, as well as mid-term permit reviews for these facilities. SMA is currently completing the permit renewal application for the Taos Regional Landfill, as well as a permit renewal and modification application for the Roswell Municipal Landfill. The RML facility modification includes the acceptance of Special Waste. SMA completed the solid waste permit renewal application for the Las Vegas Transfer Station, which was deemed administratively complete in early 2020.

Based on our past experience, SMA has a strong understanding of the regulatory requirements and NMED SWB guidance for each element of solid waste facility permits, including Disposal Management Plans for Special Waste. SMA utilizes existing information and reports to the extent possible in order to minimize effort and associated cost. In support of the required public hearing for solid waste facility permits, SMA works with clients to prepare written testimony in support of the permit, and subsequently presents technical testimony at the public hearing.

Following issuance of the draft permit, SMA completes a review of the draft permit to ensure requirements are acceptable to the client, and our staff negotiates favorable conditions as necessary.

Landfill Contamination Abatement

SMA has designed and constructed remediation systems to abate contamination caused by landfills, including landfill gas abatement and groundwater corrective measures. SMA has completed an Assessment of Corrective Measures Report for the NMED SWB, equivalent to a remedial investigation/feasibility study to address groundwater contamination. The process included completing a thorough investigation of the site (including defining the extent of contamination, determination of vadose and groundwater characteristics, etc.), determining a range of remedial alternatives to mitigate contamination, completing a feasibility study of remedial alternatives, including cost effectiveness, presenting alternatives at a public meeting to receive comment from interested parties, proposing the selected alternative, and working with the regulatory agency to obtain approval of the selected alternative. SMA then completed engineering design of the system, aided with bidding of construction, and provided construction oversight and construction quality assurance services and final reporting. The corrective measures have been completely implemented and are functioning as designed.

SMA has also completed investigation of an unlined, closed landfill cell to determine the source of chlorinated solvents that have impacted the underlying vadose zone and groundwater. Following delineation of the contaminant source, SMA designed a passive vent system for the impacted cell and is in the process of completing a phased implementation of the passive vent system, to ensure the system is effective prior to full implementation. SMA has designed and implemented additional remedial measures, including dewatering of a contaminated perched water zone to reduce the potential for contamination of the regional aquifer.

Staff Training and Augmentation

SMA has provided training for landfill staff on a variety of subjects including implementation of operating permits, techniques for completing methane, leachate, and groundwater sampling, SWPPP compliance, and SPCC compliance. SMA has also worked with landfill staff to complete audits of received waste to determine diversion stream potential and to help identify suspected regulated materials. Beyond these services, SMA also has dedicated health & safety staff members that are certified to teach on a variety of OSHA subjects as well as complete safety audits of facilities. Finally, though our affiliate company, Gallatin Operation Solutions, LLC, we can provide temporary or long-term staff augmentation.

Capacity and Capability

Project Services

As part of the larger Azurite Professional Community, SMA provides access to more than 250 employees throughout 20 offices and has the depth of resources to perform the entire suite of solid waste services requested by the City. More specifically, SMA has completed numerous solid waste projects throughout New Mexico over the past 39 years. The following provides an overview of SMA's qualifications in providing these services relative to the needs identified by the City.

Key Personnel

SMA has the resources in place to complete all the services requested in the City's RFQ. We have identified a specialized team that includes several professional engineers, professional surveyors, professional geologists, and technicians to work with the City.

While all the company resources are at the disposal of the City, the bios below outline the primary responsibilities of key team members, briefly demonstrating the experience, professional designations, areas of special expertise, and areas of competence for these team members. Additional information on all listed staff, including full resumes, is available on request.

Scott McKitrick, P.G. | Project Manager

Principal Geoscientist / Vice President

M.S. – Geology; B.S. – Geological Engineering
Professional Geologist – Utah (555459-2250)

Mr. McKitrick is a highly experienced professional geologist with more than 30 years of experience in geology, hydrogeology, and environmental engineering. His responsibilities as Vice President of SMA's Environmental Technical Sector include oversight of a wide range of environmental and engineering support projects, particularly solid waste. These projects have included groundwater monitoring and reporting, general regulatory compliance at landfills, investigation and documentation of geology and hydrology at landfill facilities, completion of investigation and design for corrective actions (groundwater remediation) at landfills, financial assurance calculations for annual reports, leachate monitoring and reporting, landfill permit amendments and modifications, and landfill closure.

Mr. McKitrick is currently SMA's Senior Manager for the following:

- City of Roswell Municipal Landfill
- Taos Regional Landfill
- Closed Las Vegas Landfill

He is also presently actively involved with permitting of private and public transfer stations and landfills in New Mexico. Mr. McKitrick will provide senior project management, regulatory review and interpretation, interaction and negotiation (as necessary) with NMED SWB staff.

Karl Tonander, P.G., P.E. – Risk Management / QA/QC

Principal Engineer / Senior Vice President

M.S. – Mineral Engineering; B.S. – Geological Engineering
Professional Engineer – New Mexico (18742), Arizona, Colorado, Idaho, Nevada, Oklahoma, Texas, Utah, Washington, Wyoming
Professional Geologist – Alaska, Louisiana, Texas, Utah, Washington, Wyoming

Mr. Tonander is the Senior Vice President of Operations of SMA, having previous led the Environmental Technical Sector. He has a successful track record of working with municipalities and private clients to manage engineering and environmental issues in the development of water, wastewater and solid waste systems, and has more than 30 years of engineering and environmental experience related to solid waste management projects. Mr. Tonander provides engineering and regulatory oversight for all aspects of solid waste management projects including landfill siting, waste characterization, design and location of solid waste collection centers, and landfill closures. He has participated in numerous planning and public meetings to answer questions and provide information about solid waste, water, wastewater and other infrastructure projects to municipalities, state agencies, and federal agencies.

Solid waste projects in New Mexico have included:

- Socorro County landfill preliminary siting
- Raton landfill monitoring well installation
- North Central Solid Waste Authority landfill closure plan development

- City of Lordsburg landfill monitoring and reporting
- Hidalgo County- Animas landfill monitoring and reporting
- Tri-City landfill monitoring well installation, monitoring, reporting, permit modification, and convenience center design
- Capitan landfill monitoring and reporting
- South West Regional (Silver City) landfill monitoring, reporting, and operational audit
- Catron County (Reserve, Pie Town, and Glenwood) landfill closures
- New Mexico State University landfill monitoring and reporting
- Deming solid waste management assistance including work at the Deming Landfill, Butterfield Trail Regional Landfill, and the Deming Transfer Station
- Artesia Transfer Station permit renewal
- La Luz Convenience Center improvements
- Otero-Greentree Regional Landfill new cell design, leachate reporting, financial assurance development, and cell closure
- Atari Landfill waste excavation project
- Capitan landfill monitoring
- Dog Canyon landfill monitoring

Mike Pretti, P.E. – Engineering

Principal Engineer / Solid Waste Technical Sector Manager

B.S. – Geological Engineering
Professional Engineer – New Mexico (25806), Arizona, Colorado, Utah, Wyoming

Mr. Pretti, a New Mexico registered Professional Engineer, has been with SMA as a Principal since 2013. Mr. Pretti has nearly 40 years of experience in consulting engineering and project management related to solid waste impoundment design, environmental compliance, project management, sediment dredging design and disposal, mine spoils impoundment design, and materials testing. This experience has included active involvement in design, construction, environmental compliance issues, project planning, site assessment, performance monitoring, and closure planning for more than 50 landfill projects throughout New Mexico, Colorado, Wyoming, and the Midwest. Mr. Pretti's goal with any project is to maintain close interaction with his clients to ensure the highest quality product that meets the client's needs, while adhering to established budgets and timelines.

As SMA's Solid Waste Technical Sector Manager, Mr. Pretti's experience includes peer review, design services, compliance management, and project management for New Mexico Solid Waste facilities including:

- Taos Regional Landfill
- Roswell Municipal Landfill
- Otero-Greentree Regional Landfill
- Catron County Pie Town Landfill
- Old Deming Landfill
- Butterfield Trail Regional Landfill

Additionally, Mr. Pretti's experience includes Colorado Solid Waste facilities including:

- Milner Landfill (Routt County)
- Rio Blanco County
- Grand County
- Gunnison County

- Mesa County
- Jefferson County (Pine Gulch and Rooney Road Landfills)
- Phantom Landfill (Fremont County)
- Jackson County
- A1 Organics (Weld County)

Services provided include, but are not limited to, landfill liner and cover design, bid document preparation and bid administration, compliance, groundwater/landfill gas (LFG) monitoring and reporting, permit amendment preparation, Title V reporting, construction quality assurance services, financial assurance report preparation, special waste disposal request reviews, and surveying.

Graham Cottle, P.E. – Engineering

Project Engineer

B.S. – Environmental Engineering
Professional Engineer – Colorado (61179), NCEES (16-569-59)

Mr. Cottle's role as a Project Engineer at SMA includes engineering support to the senior engineering staff, field sampling and measurements, and data analysis. He has expertise in ground and surface water sampling and preservation techniques, best management practices for construction dewatering sites, solid waste groundwater monitoring statistical analysis and report preparation, hydrogeological analysis and interpretation, solid waste landfill design, statutory compliance reporting of active and closed solid waste sites, sampling and plume reporting of active and closed solid waste sites, sUAS aerial survey flight planning and in-flight operations, and calculation and drawing preparation of potentiometric surfaces, gradient, and groundwater flow.

Relevant projects include:

- Groundwater Monitoring Sampling, Statistical Analysis, and Reporting: Eagle County Landfill, Eagle, CO; Granby and Kremmling Landfills, Grand County, CO; Gunnison County Landfill, Gunnison, CO; Mesa County Landfill, Grand Junction, CO; Pine Gulch, Pine, CO; Phantom Landfill, Penrose, CO; Rangely Landfill, Rio Blanco County, CO; and LaBarge Shute Creek Industrial Waste Landfill, Lincoln County, WY
- Aerial Survey and Site Life Calculations: Eagle Country Landfill, Eagle, CO
- Surface Water Sampling: Jefferson County, CO
- Surface Water Management Design: Mesa County Landfill, Grand Junction, CO
- QA/QC services for: Eagle County, Gunnison County, Mesa County, Phantom Landfill, Wray Gulch Landfill, A1 Organics

Matt Earthman, P.G. – Environmental

Senior Geoscientist

M.S. – Geochemistry; B.S. – Earth Sciences with Geochemistry Option
Professional Geologist – Utah (8881905-2250)

Mr. Earthman's role as a Geoscientist at SMA includes managing, conducting, and overseeing a wide range of environmental projects. These projects have included solid waste, petroleum storage tank and other contaminant hydrogeology projects, Phase I and II Environmental Site Assessments, soil and groundwater investigations, overseeing soil and groundwater remediation projects, analyzing water production well pump test data, and preparing discharge permits. Mr. Earthman manages projects, performs fieldwork, provides subcontractor oversight, and prepares reports for a multitude of environmental projects.

Mariah Kelly – Environmental

Project Geoscientist

B.S. – Environmental Science
NREP Registered Environmental Manager (16337029298240111))

Ms. Kelly is a Project Geoscientist with SMA and has over nine years of professional experience covering a wide range of environmental and hydrogeological projects throughout New Mexico. These projects have included municipal well installation oversight, solid waste projects, petroleum storage tank and other contaminant hydrogeology projects, soil and groundwater investigations, and soil and groundwater remediation projects. Ms. Kelly provides project management, staff support, field sampling, contractor oversight, quality assurance, and quality control for all aspects of these projects.

Ms. Kelly has been involved in groundwater monitoring and permit renewal/modification for Solid Waste Facilities including:

- Roswell Municipal Landfill
- City of Las Vegas Landfill and Transfer Station
- City of Santa Fe Paseo de Vista Landfill
- Valencia County Landfill

Zach Taraschi, R.L.S., GISP, CFedS – Geomatics

Geomatics Project Manager

M.S. – Geography (GIScience); B.S. – Geomatics (Surveying Engineering); B.S. – Geography (GIS&T)
Registered Licensed Surveyor – Arizona (79021); Surveying Intern – New Mexico (7708)
GIS Professional (1661101)
Certified Federal Surveyor (1856)
sUAS Part 107 Pilot (4273097)

Mr. Taraschi, with 10 years of experience, administers the local server and cloud-based storage for geospatial data prepared and compiled at SMA. Using software such as ArcGIS Pro, ArcGIS Online, and ArcGIS Collector/Survey 123, and Excel, Mr. Taraschi is constantly evaluating and improving how data is captured, evaluated and maintained.

Mr. Taraschi is involved with the acquisition of geospatial data from local jurisdictions, modernization of historic data for current project needs, and the creation of new data from many sources including aerial UAS (drone) acquisition, mobile in-field software, and engineering documents. In addition, Mr. Taraschi provides technical support for GIS users company wide and aids in efforts to better use GIS and integrate workflows between GIS and CAD users.

Approach to Project Execution

Project Management Plan

SMA has a successful project completion track record; however, we strive for continuous improvement knowing that we can never reach perfection. As part of that effort, SMA's project manager prepares a Project Management Plan (PMP) to guide the project execution, control schedule and to document the team's approach to communicating with the client and managing risk. To ensure solid company performance on the project, regular operations meetings are held to provide project managers the opportunity to present information to senior staff regarding project performance, scope, client needs, and resource availability. In addition, project managers schedule periodic meetings with each of the task managers to verify that assignments are being completed on schedule. Ultimately, the project manager communicates the progress of the project to the client and stakeholders.

Project Meetings

To ensure the City of Roswell maintains compliance with their approved permit, SMA will regularly meet, via in-person or online forums, with City staff to review, update and discuss project needs as well as compliance regulatory deadlines.

Project Kick-Off Meeting

SMA will conduct a kick-off meeting to coordinate and begin work on project-specific processes. The purpose of the kick-off meeting is to define the following:

- Project-specific goals
- Timelines & budgets
- Major design milestones
- Schedule of internal design reviews to meet milestones
- Schedule of client progress reports & design reviews
- Critical past issues that will control the schedule

Coordination and Status Review Meetings

SMA believes that regular communication and feedback is critical for success. During the contract period, SMA will be in regular communication with City staff regarding the progress of all assigned projects. Whether formal or informal, SMA reviews the work product, cost estimates, and project schedule with the City to ensure that the project goals are being met. Finally, SMA keeps in regular contact with regulatory and funding agencies as well as any contractors.

Past Record of Performance

Ability to Meet Schedules and Accommodate Cost Considerations

Successfully monitoring and managing the project—scope, budget, and schedule—are at the forefront of SMA's management approach. SMA's senior and project managers utilize their expertise and experience with similar projects to effectively plan and execute project planning, scope, schedule, cost, quality, resources, communications, reporting and risk management. Every project assigned to SMA starts with the development of a clear scope-of-service, a cost-of-service budget, and a time schedule for delivery of the project.

Each project schedule will be reviewed with the City of Roswell to ensure that the milestone dates identified in the schedule are reasonable and fit with the required schedule of the City and regulatory agencies. All involved in project development understand that schedules can be impacted by many outside factors, often beyond the control of the City or the consultant. As a result, SMA's project managers are planning and looking for the potential factors that could affect project schedules. When factors are identified, our project managers are working to manage these factors to minimize the impact on their projects. Our objective is not to just set a schedule, but to manage the schedule. With over 250 employees available as-needed, SMA's capacity to successfully manage projects is almost unparalleled.

Quality Assurance/Quality Control (QA/QC)

SMA places a high value on producing quality products. We accomplish this by following our QA/QC program that focuses on staff training and management involvement to ensure that the technical, scheduling and budgetary requirements of each project are met. Each project is initiated with a startup meeting where responsibilities for all staff members involved are clearly defined.

During the life of the project, regular progress review meetings are conducted between the technical staff, project managers, and senior staff to maintain the designated schedule, highlight any changes in scope, and identify and correct any delays or issues. An important part of SMA's QA/QC program and a key value provided by SMA, is data and report validation, which is accomplished through the independent review of final reports by senior and project level staff.

Past Similar Projects

The following project descriptions provide a sampling of SMA's recent project experience relevant to the scope of work described in the City's RFP.

Roswell Municipal Landfill, Roswell, NM

In late 2010, SMA began providing Solid Waste Services to the Roswell Municipal Landfill, a large, active regional landfill in Chavez County. SMA initially provided Construction Quality Assurance services for completion of the 12-acre Unit 3B disposal cell at the facility. Following successful completion of Unit 3B construction and acceptance by the NMED SWB of the Construction Quality Assurance Report, SMA was tasked with completing further work for the site.



In 2015, SMA was tasked with completing design, bidding administration, construction administration, and construction oversight of Unit 4 at the landfill, a new 15-acre cell. Work was completed on budget and on-schedule. Following construction, SMA completed the Construction Quality Assurance Report, which was approved by NMED SWB.

In 2019, SMA completed closure design for Unit 3, bidding in early 2020, provided construction administration and oversight during construction, and was followed by completion of the Closure Summary Report. NMED SWB has since deemed the closure of Unit 3 was completed in accordance with the Solid Waste Rules and the Landfill's permit.

In 2021, SMA was tasked with completing design, bidding administration, construction administration, and construction oversight of Unit 5A at the landfill, an approximately 19-acre cell. Work was completed on budget and on-schedule. Following construction, SMA completed the Construction Quality Assurance Report in November 2021, which was approved by the NMED SWB in June 2022. The City of Roswell is currently disposing of MSW in Unit 5A.

Additionally, SMA is currently working on a Solid Waste Permit Modification and Renewal for the facility. The modification will include disposal of Special Waste, including regulated asbestos waste, sludge, petroleum contaminated soil, offal, and other special wastes, and will extend the permit life an additional 20 years. The tentative completion and submittal date is late 2025.

In addition to these services, SMA completes the annual closure/post closure care cost estimate for the facility.

Otero-Greentree Regional Landfill, Alamogordo/Otero County, NM

SMA has provided comprehensive solid waste services at the Otero-Greentree Regional Landfill for more than six years, having previously provided additional solid waste services to the full authority and constituent members. SMA was contracted for the design, bid facilitation, and construction oversite and management for the opening of Cell No. 5 at the landfill. The design included liner installation, installation of a leachate collection system with a sump, and two risers used for the removal of leachate for the duration of the cell's life. Upon completion of the construction, SMA prepared a Cell Certification Report that was submitted to NMED-SWB and was required prior to the opening of the facility. The Certification Report included detailed documentation of the construction of the cell through observation reports, submittals, requests for information, material review and approval, field density reports from the soil testing labs, certification surveys and final approval of all materials installed. The project went out to bid in March 2018, construction was completed in early 2019, and the Certification Report was submitted to NMED SWB in April 2019.

SMA was retained by the City of Alamogordo for the 2021 design, bid facilitation, and construction oversite and management for the final closure of Cells 1 and 2 at the landfill. The design included the installation of 24-inch of barrier layer overlaid by 6-inch of vegetative layer.

Following cover construction in 2022, SMA completed the Closure Summary Report and the NMED SWB deemed the closure of Cells 1 and 2 was completed in accordance with the Solid Waste Rules and the Landfill's permit.

During the second quarter of 2024, SMA was engaged to begin the design of Cell 6. The new cell will be north and east of existing disposal cells, tying into their liner systems. Like Cell 5, Cell 6 will feature a redundant leachate collection system and increased depth (and disposal air space) relative to Cells 1-4. The start of design is anticipated to commence later in 2024, beginning with a photogrammetric aerial survey of the entire solid waste facility.

Our staff have installed multiple monitoring wells for groundwater monitoring at the landfill. SMA environmental staff provide ongoing groundwater sampling, monitoring, and reporting activities for the site. We have also provided coordination between NMED SWB and the City to ensure they are in compliance with state regulations. SMA has prepared aerial surveys of the facility, prepared exhibits illustrating the facility's height in comparison with the approved facility height, verification of the facilities revised boundaries and location of liner, as well as other misc. documents request by Solid Waste Bureau for their records.

City of Las Vegas Landfill, Las Vegas, NM

The Las Vegas Landfill, located northwest of the City of Las Vegas, New Mexico, operated between 1977 and 1999, when the NMED Solid Waste Bureau required closure due to siting and groundwater contamination issues. SMA was contracted by the City of Las Vegas to develop a Closure and Post-Closure Care Plan, as well as an Assessment of Corrective Measures Report for the facility.

The Las Vegas Landfill was constructed in a former arroyo and is underlain by the Cretaceous Graneros Shale. This placement of municipal solid waste in the arroyo allowed inflow of groundwater and surface water to the landfill, which has saturated the lower 10 feet of waste, causing groundwater contamination down-gradient of the landfill in a thin, perched aquifer. Groundwater contaminants present include chlorinated solvents, metals, nitrate, phenolics, and total dissolved solids. The presence of water within the waste and associated groundwater contamination required a multi-phased closure and remediation approach.

SMA began by conducting an extensive investigation of the landfill, aquifer, and surrounding soils. A total of 15 monitoring wells, 24 soil borings (some completed as piezometers or monitoring wells), and 5 soil borings through the refuse into underlying soil were installed.

SMA was able to define that groundwater only exists proximal to the former arroyo and is underlain by dry shale. Additionally, SMA defined that waste along the axis of the landfill contains up to 10 feet of saturation. Investigation work was conducted between 1996 and 2003.

SMA evaluated multiple corrective measure alternatives, including monitored natural attenuation, waste removal and re-disposal, permeable reactive barrier, water source diversion, and effluent removal and treatment or disposal. SMA selected water source diversion and effluent removal and disposal as the most cost-effective alternative that is protective of the environment and allows the site to meet the requirements of the NM Solid Waste Regulations. SMA then conducted pilot testing to demonstrate the efficacy of the remedy. This work was conducted between 2005 and 2006.

Following approval of the proposed corrective measures by the NMED SWB in 2008, SMA designed the landfill grading, drainage, and cover to minimize infiltration of water into the closed landfill, thereby limiting generation of contaminated leachate which could impact groundwater. This included re-grading of a pond at the head of the landfill to minimize infiltration. SMA designed a French drain collector wall system at the toe of the landfill to collect all leachate. The collector wall was keyed into underlying competent shale to ensure all leachate is collected.

SMA assisted the City with procuring land necessary for implementation of corrective measures, as well as acquiring necessary permits and environmental clearances. This work was completed in 2014.

SMA administered bidding and construction of the project in 2015, with construction completed in November 2015. ***This project received an ACEC Engineering Excellence Award in 2016.*** The completed corrective measures are functioning as designed. SMA is currently conducting ongoing groundwater and methane monitoring to demonstrate compliance with New Mexico Solid Waste Rule requirements.

Wray Gulch, Rangely and Old Meeker Landfills, Rio Blanco County, CO

Since 1999, the SMA team has provided environmental and engineering services for Rio Blanco County's Wray Gulch, Rangely, and Old Meeker Landfills. These services include the following:

- Design, Bidding, and Construction QA/QC of New Cells, most recently the 2024 design and construction of the 4 acre lined Cell B
- Special Waste Acceptance Protocol Preparation and Review of Wastes
- Planning For Both Vertical and Horizontal Expansions
- Waste Tire Facility EDOP Preparation
- Waste Tire Facility Design and CQA/QC
- Explosive Gas Monitoring and Reporting
- Stormwater Management Planning (SWMP)
- Groundwater Monitoring
- Air Permitting and Reporting to APCD

FAMILIARITY WITH THE CONTRACTING AGENCY

SMA's Roswell office is located at 500 North Main Street, Suite 504, approximately one-half block from Roswell's City Hall and Annex Buildings. It should also be noted that SMA's Roswell office is just four floors above the new City Planning and Code Enforcement offices. Engineers from the Roswell Office can respond to any needs of the City

within minutes of such a request. Centrally located, the Roswell office and staff are available for any field information or coordination required for the project.

SMA has provided a variety of professional services to the City of Roswell since 2010, including extensive work at the landfill. These projects have involved all of SMA's technical service areas, and beyond the landfill work noted in the previous sections of this proposal, have included the following:

- Elm Street Categorical Exclusion Report
- Spring River Trail Connection Environmental Reports
- City GIS Program Development – Multiple Phases
- Union Street Drainage Easements
- Solid Waste Pick-Up Routes Optimization
- Solid Waste Illegal Dumping Tracking
- Convention Center PST Sampling and Tank Removal
- Pecos Trails Transit MSA Report
- North Atkinson Waterline CADD Plans
- West College Blvd. Extension
- North Atkinson Avenue Roadway Rehabilitation Project
- Lea and Deming Bridge Reconstruction Project
- North Garden Bridge Reconstruction Project
- North Union Avenue from 19th Street to Country Club Road – 100% Design Plans
- North Main Street Pavement Rehabilitation Project from Berrendo Road to Husky Road
- Brasher Road Drainage Improvements
- Asset Management Plan



Regular City Council Meeting 16.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of the FY26 Solid Waste Purchasing Authorization Request. (Corn/Chaparro)

BACKGROUND:
Initiated by: Abraham Chaparro

This request covers proposed purchasing authorizations for Solid Waste. The purchasing authorization is a "not to exceed" number for each vendor. This will allow us to streamline the purchasing process and make purchases in a more timely manner. If we get close to the "not to exceed" amount, a change order will come back to the Committee/City Council for approval. The Finance Officer has approved this concept and will continue to be the check and balance with all purchase orders issued under this authorization.

FINANCIAL CONSIDERATION
Total request for authorization is $771,362.00. This is based on purchases made in the last 2 fiscal years and anticipated purchases this fiscal year. Please see the attached list for the breakdown by vendor. All of these purchases will still receive quotes and are purchased off a statewide price agreement.

LEGAL REVIEW:
Not Applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
The Infrastructure Committee recommended that it be sent to the Finance agenda, then for consent on the City Council agenda, with a 5-0 vote at its meeting on July 21, 2025. The Finance Committee recommended approval 5-0 at its meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Solid Waste Purchasing Authorization Request FY26

Solid Waste Purchasing Authorization Request FY 26

Vendor	Purchasing Authorization not to Exceed	FY 24 Purchase Total	FY 2025 Purchase Total	Contract
Bond Equipment	**$ 471,362.00**	$ 830,867.34	$ 1,236,318.12	Sourcewell
Snyder/Tank Holding	**$ 200,000.00**	$ 194,300.00	$ 54,800.51	ITB-21-007
REHRIG	**$ 100,000.00**	$ 83,846.66*	$ -	Sourcewell
	$ 771,362.00			

*Not the original Vendor

Regular City Council Meeting 17.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Authorize to issue a PO (Purchase Order) for renewal of the contract for the professional services of temporary dispatchers to assist in the staffing issues of Consolidated Dispatch in the amount of $330,000. (Corn/Best)

BACKGROUND:
Initiated by: Teri Best

Contracted dispatchers have been supporting Consolidated Dispatch during a period of critical staffing levels. Newly hired dispatchers are anticipated to complete training to work independently in around January 2026. The current contract expires in August 2025.

FINANCIAL CONSIDERATION
Funding Source -- This expenditure is budgeted within the 11014656 654801 line item for FY26. No budget adjustment is necessary.

- Consolidated Dispatch Operating and Personnel costs are reimbursed by Chaves County at 40%.

LEGAL REVIEW:
No Legal review required at this time.

BOARD AND COMMITTEE ACTION:
Public Safety voted (3-0) to refer to the Finance Committee at their meeting on July 16, 2025. The Finance Committee recommended approval 5-0 at their meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Scope of Work

Scope of Work-Extension Aug-Feb

Agency Name: Pecos Valley Regional Communications Date: June 17, 2025
Agency Address: 1 Saint Mary's Place, Roswell, NM 88203
Agency Contact/Phone #: Teri Best - 575.495.0923 | t.best@roswell-nm.gov

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

Introduction:

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

Agreements

Agency Responsibilities – include but not limited to the following:

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

- Adjustments to the weekly hours for each 911 Contractor will be coordinated monthly between Agency and Contractor via a monthly schedule update.
- Contractor pay including monthly housing will be paid electronically/ACH, if possible, to the Company on receipt of invoice.

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

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

- Contractor agrees to provide two weeks' notice to the Agency for any work schedule change request.
- Contractor agrees to participate in additional background checks facilitated by the Agency, if required.
- Contractor agrees to be or become compliant with the following certifications and training deemed required by the Agency during the period of the contract. (check mark the appropriate certifications requested)

☐ NCIC Certification
■ EMD, EPD, EFD
  ☐ APCO
  ■ Priority Dispatch
  ☐ Other _____
☐ Other _____

Company Responsibilities – include but not limited to the following:

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

PAYMENT SCHEDULE

911 Contractor(s): 5

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

Start Date at Clients location: August 2025 - February 2026

Itemized Invoice: 6 Month Option

Item	Description	Hourly rate	Duration	# of contractors	Total
1	911 Contractor	$55	960 (160 hrs/month x 6 mths)	5	$264,000
2	Contractor Monthly Housing	$2,200	6 months	5	$66,000
	Total Contract				$330,000
	Due at Signing (1^{st} month pay + $2,200 housing x 1 additional contractors)				$11,000
	Amount invoiced monthly till end of contract (Hourly pay plus monthly stipend x 5)				$55,000

getResQ911 will invoice bi-monthly for regular pay and overtime (if applicable). Monthly housing stipend will be invoiced monthly on the last invoice of the month for next month's housing allowance.

Any work assignments over and above call taking and/or dispatching assigned to getResQ911 Subcontractors need to be agreed to by getResQ911 and may include an hourly pay increase.

This contract may be extended by Change Order.

Overtime and Holiday will be paid at $82.50/hr rate.

Overtime hours include any hours over 40 hours per week.

The 'Due at Signing fee' will need to be paid before getResQ911 can identify and get Subcontractor commitments for the Agency contract.

Holiday's are standard Federal Holidays.

2025 Holiday Schedule:

- New Year's Day: Wednesday, January 1
- Martin Luther King Jr. Day: Monday, January 20
- George Washington's Birthday: Monday, February 17
- Memorial Day: Monday, May 26

- Juneteenth: Thursday, June 19
- Independence Day: Friday, July 4
- Labor Day: Monday, September 1
- Indigenous Peoples' Day/Columbus Day: Monday, October 13
- Veterans Day: Tuesday, November 11
- Thanksgiving Day: Thursday, November 27
- Christmas Day: Thursday, December 25

AUTHORIZING SIGNATURES

Client Signature _____
Client Name _____
Client Title _____
Date _____

getResQ911 Signature _____
getResQ911 Name_____
Date _____

Regular City Council Meeting 18.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of a budget adjustment in the amount of $110,173.40 for disaster recovery expenses for collection appraisals, conservation examinations, and conservation of ten loaned paintings. (Corn/Brooks)

BACKGROUND:
Initiated by: Caroline Brooks
Specific to this request are 1) appraisals of historic weaponry, fine art, and archive material located at The Conservation Center in Chicago, 2) conservator site visits to Roswell to develop treatment proposals, and 3) treatment by conservators of ten paintings on loan to the museum at the time of the flood. The appraisals (1) are a necessary part of the insurance claim in order to ascertain the value of each item for comparison to treatment costs. The site visits (2) will allow conservators to develop proposals for the treatment of the damaged items that remain in Roswell. The quantity and diversity of affected items in Roswell will require multiple conservators. Therefore, two conservation groups are being requested to conduct site visits to examine the items. In an effort to conserve and return loaned artwork (3) as soon as possible, an in-state conservator will be addressing seven of the ten loaned paintings, which require cleaning by a conservator. The remaining three in this request are in Chicago, among other priority collection and loaned objects. As the declared values of some of the loaned paintings fell below the treatment costs, payment for the losses will be a part of the claim and the gap between the value/payment and cost of treatment ($3,655) will be covered through a donation by the Roswell Museum and Art Center Foundation.

FINANCIAL CONSIDERATION:
Funding Source: An increase to revenue line item 2611 489100 in the amount of $110,173.40 and an increase to expense line 26114221 612500 in the amount of $110,173.40. These expenses are to be reimbursed through the fine art insurance claim, except for $3,655 which will be contributed to the City by the Roswell Museum and Art Center Foundation.

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

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at their meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Revive Art Restoration Treatment Proposal
Hindman Appraisal Estimate
The Art of Estates Appraisal Estimate
Hurd La Rinconada Appraisal Estimate
The Value of History Appraisal Estimate
Midwest Art Conservation Center Site Visit Proposal
Pacific Coast Conservation Site Visit Proposal
The Conservation Center Treatment Proposals

REVIVE
ART RESTORATION

1851 Hopewell Street, Santa Fe, NM, 87505, 505.216.0909
www.REVIVEARTRESTORATION.com info@reviveartrestoration.com

August 1, 2025

CLIENT: Roswell Museum
ARTIST: Louise Ganthiers

TREATMENT PROPOSAL

Based on the information provided by the museum regarding condition and dimensions, 8 oil paintings by Louise Ganthiers will be cleaned using appropriate detergents and solvent. Once received each work will be examined and tested to confirm treatment and any additional issues will be discussed.

COST ESTIMATE TO COMPLETE AS PROPOSED:

1. "Rock Series" $1250-$1550
2. "Untitled" (Landscape) $1050-$1250
3."The Domes" $1200-$1400
4. "Directions" $1050-1250
5. "Rinconada" $975-1175
6. "Thrust" $900-$1100
7. "Untitled" (abstract landscape) $750-$950

Thank you!

Sincerely,
Matthew Horowitz, Conservator of Paintings

HINDMAN
APPRAISALS

May 29, 2025

Ms. Caroline Brooks, Museum Director
The Roswell Museum
PO Box 1838
Roswell, NM 88202
575-500-0357 | c.brooks@roswell-nm.gov

Re: The Roswell Museum | Insurance Appraisal Proposal Via E-mail
Effective Date: October 19, 2024

Dear Ms. Brooks:

Thank you for speaking with us about working with The Roswell Museum to prepare an appraisal for insurance purposes. We offer the highest level of scholarship and a strict confidentiality policy. We have experienced appraisers and will dedicate all necessary resources to promptly complete this tangible personal property appraisal of fine art items being conserved at The Conservation Center in Chicago. Hindman Appraisals' mission is to provide valuation and appraisal services competently, efficiently, and cost-effectively for our clients.

Tim Luke, National Managing Director of Hindman Appraisals, will personally oversee the project management of this insurance appraisal assignment. Yarden Elias, Appraisals Manager, will be your point of contact for any questions or concerns. Tim will collaborate with his team of specialist appraisers who possess the knowledge and experience necessary to prepare a thorough IRS and Uniform Standards of Professional Appraisal Practice (USPAP) appraisal report and ensure an efficient and seamless process. The Hindman Appraisals team has experience handling large volume collections with multiple collecting categories. Examples include but are not limited to collections with hundreds of items to estates with over 10,000 items with various international locations. We have the capacity to ensure that photography, cataloging, reporting, and research are of the highest quality.



EXPERTISE & HINDMAN APPRAISALS TEAM

Freeman's | Hindman, Hindman Appraisals' parent company, has provided estate and tax professionals, private collectors, and institutions with comprehensive art services, including valuation, auction, private sales, collection management, and disposition and acquisition advice for over a century. As a result of our exemplary reputation, we have had the privilege of working with many prominent estates and collections from distinguished museums, institutions, corporations, and private individuals from across the country. We look forward to working with you on The Roswell Museum's collection.

HINDMAN APPRAISALS

USPAP-COMPLIANT APPRAISALS

Hindman Appraisals conducts appraisals following the most recent Uniform Standards of Professional Appraisal Practice (USPAP) standards and complies with insurance company guidelines. We understand that the definition of value for The Roswell Museum's collection would need to be clarified by your insurance company for this appraisal assignment.



INSURANCE APPRAISAL CLIENT REFERENCES

Hindman Appraisals has provided comprehensive appraisal services for estate and tax professionals, private collectors, museums, archives, and institutions for over a century. As a result of our exemplary reputation, we have had the privilege of working with many prominent estates and collections from distinguished museums, institutions, corporations, and private individuals across the country. We look forward to working with you to appraise the objects in The Roswell Museum's collection at The Conservation Center in Chicago.

We have also included a list of advisors we have worked with on multiple appraisal projects. We invite you to contact them about their experiences with Hindman Appraisals.

Hope Achiron - Executive Director, Estate Officer JPMorgan Chase Bank, N.A.
(646) 316-1215 | Hope.a.achiron@jpmorgan.com

Hanny Pei-Rodriguez - Director, Estate Settlement Services, BMO Private Bank
(312) 461-9130 | Hanny.PeiRodriguez@bmo.com

Marlene Axel - Vice President, Senior Trust Officer, Goldman Sachs
(212) 357-8094 | Marlene.axel@gs.com

Ted Burger – Director of Collections, Driehaus Enterprise Management, Inc.
(312) 932-8674 | Tburger@dem-inc.com

TIMEFRAME AND APPRAISAL PROCESS



Per our initial conversation, Hindman Appraisals will virtually appraise the collection. We will work from the existing Excel, material provided by The Conservation Center regarding the works' current condition and extent of the damage, and information in Past Perfect.

Breakdown of the Timeframe and Appraisal Process:

- The Roswell Museum and The Conservation Center will provide the Hindman Appraisals Team with information on the items to be appraised. For Past Perfect, it would be best to

provide Hindman Appraisals with a restricted login, in order for us to access all information on the collection instead of extracting a PDF for each item.

- The Hindman Appraisals Team will virtually inspect the items, check the cataloging entries, make notes for our workfile, and evaluate the condition of the items.

- The Hindman Appraisals Team will commence the more significant task of researching the marketplace for parallel or comparable sales to determine the appropriate value for the approximately 1,900 art objects. Our senior appraisers will conduct the research with item-specific expertise.

- The Hindman Appraisals Team will utilize the Excel inventory file provided by The Roswell Museum. We will add a column to include the appropriate value for each listing, expediting the process and simplifying the appraisal report. The added benefit of the Excel is the ability to upload the values to update the Past Perfect database. This makes the process more time efficient and cost effective.

- The appraisal report assembly will occur during the appraiser research period. Once both research and report assembly are completed, a digital draft of the appraisal report will be sent via email as a PDF file together with an updated Excel file. Our professional appraisal report's average completion timeframe for a collection of this size is 3 – 4 months following receiving all information from the Museum and Conservation Center. We will be mindful of the batches of works to be conserved and will do our best to meet your deadlines. We are able to share status updates on the appraisal and share drafts of the report on demand, so you can see if we have appraised works that will be part of any upcoming batches.

- Once the digital draft appraisal report PDF and updated Excel file are delivered and reviewed, we will schedule a video call to review our findings, answer questions, or make any updates or changes.

- A final digital appraisal report PDF and updated Excel file will be emailed.

DIGITAL APPRAISAL REPORT PDF

Since The Roswell Museum maintains a professionally cataloged Past Perfect database for the collection's items, the Hindman Appraisals Team will utilize an Excel file for the individual items in the collection. The appraisal report will provide one overall total for value for the entire collection. The draft and final appraisal report will be provided digitally as a PDF file.

The image on the right illustrates how the Excel listing will look. We will provide the updated Excel file with the added value column for each entry so you can incorporate the updated valuations into the Past Perfect database. This is an advantage, a time-saving aspect of updating the database for the collection.

Object Id	Title	Creator - Ar	Date	Height	Length	Width	Dimensio	Medium –	Material -	Material -	Description	Hindman Appraisals Value
2000.001.0765	Wash Drawing			13	0	0	13" H x	Drawing			Drawing	
1958.003.0001	Branch bottle		1957	0	0	0			Ceramic	Ceramic	Branch	
1959.106.0001	Branch bottle		n.d.	0	0	0	22 x 6 x 6"		Ceramic	Ceramic	Branch	
1994.018.0007	Lecturn	Eddy Delgad	1937 to 19	43.75	0	27.625	43 3/4" H			Wood	Furniture	
1994.018.0014	Bench	Eddy Delgad	1937 to 19	32	0	43				Wood	Bench	
2004.005.0002	Architectui	Frank Stand	1937	0	0	0					Architectural	
2000.001.0449	Roswell's Main Street: 1		1890s-ear	12.75	0	18.875	12 3/4" x 18 7/8"				Photograph	
FIC 034	Roswell Museum Build		25-Oct-48	11.25	0	12.125			Paper; Ink	Paper; Ink	Architectural	
2013.003.0001	Portrait of	Glasco , Jos	c.1945	33		27.5		Oil Paint;	Paper		Joseph	
2023.004.0095	Come Here	West, Jerry	1990	30.125		22.25	30.125x22.	Intaglio; E	Paper		Jerry West	

APPRAISAL FEES

The fee for conducting and completing the appraisal is based on $350 per hour per appraiser for research time, as we plan for this to be a virtual appraisal. This fee will encompass the time involved in researching the items to be appraised. There is also a flat $2,000 fee for administration and digital storage of appraisal assignment photographs and research information for the required five-year period as per USPAP.

Based on the information provided about the collection, we estimate the Hindman Appraisals Team's research time to be 150 – 175 hours. The total cost for the appraisal report ranges between $54,500 – 63,250. **However, as a gesture of our enthusiasm to work with you, and because you are a museum, an all-inclusive quote for this appraisal totals $45,000**.

There will be an initial deposit of **$20,000** required for the project. Thereafter we will send work-in-progress invoices monthly. The invoice balance will be due at the end of the appraisal assignment. A final, itemized invoice for our services will be shared along with the draft of the appraisal report and the Excel file.

The quote for the time and costs associated with the appraisal is an estimate based on our conversations and seeing the provided Excel. Should anything change, we will confirm, adjust, or expand the hours quoted if The Roswell Museum has not previously made the Hindman Appraisals Team aware of the other items.

CONFIDENTIALITY

The Ethics Rule in USPAP states in part, "an appraiser must protect the confidential nature of the appraiser-client relationship. An appraiser must be aware of and comply with all confidentiality and privacy laws and regulations applicable in an assignment." Hindman Appraisals adheres to this policy for all appraisal assignments.

COMPANY OVERVIEW

Freeman's | Hindman is a widely respected leader in the auction, appraisal, and advisory world, connecting clients nationwide to the global art market and providing expertise across all major collecting categories, sales channels, and price points. Freeman's | Hindman operates more salesrooms in the United States than any other auction house and conducts over 140 auctions a year live and online. Hindman Appraisals performs over several hundred USPAP-compliant appraisals a year. Headquartered in Chicago, Hindman is home to over 150 employees with regional offices in Atlanta, Boston, Cincinnati, Denver, Detroit, Miami, Milwaukee, Naples, New York, Palm Beach, Philadelphia, Scottsdale, St. Louis, San Diego, and Washington, D.C.



HINDMAN
APPRAISALS

IN CLOSING

Thank you for the opportunity to present this proposal. It would be our pleasure to work with you. If selected to handle this project, Hindman Appraisals is committed to providing the highest level of service and dedication and will ensure completion of the appraisal assignment to your absolute satisfaction.

Kind regards,



Tim Luke, CAI, BAS, MPPA, ISA-AM
Executive Vice President
National Managing Director, Appraisals & Valuations
Senior Appraiser
Tax ID# 82-2587891



Yarden Elias
Appraisals Manager

Tim Luke, CAI, BAS, MPPA, ISA-AM

January 2021 – Present
Executive Vice President | National Managing Director
Senior Appraiser - Auctioneer, Hindman Appraisals, LLC - Chicago, IL
Responsibilities: training appraisal team on various appraisal methodologies and the Uniform Standards of Professional Appraisal Practice (USPAP) standards; auctioneering various sales in Florida and across the country; providing valuation services; evaluating collections; preparing USPAP-compliant estate, divorce, donation, and insurance appraisals; providing expert witness reports and testimony in the areas of an auction, personal property valuations, and appraisal report reviews for clients; brokerage of collections; business development in the areas of appraisal and brokerage in Florida and throughout the United States; provide fundraising and special events consulting and auctioneering to various non-profits across the United States.

January 2018 – December 2020
Executive Vice President, Senior Appraiser, Gurr Johns, Inc. - New York, NY
Responsibilities: providing valuation services; evaluating collections; preparing USPAP-compliant estate, divorce, donation, and insurance appraisals; providing expert witness reports and testimony in the areas of an auction, personal property valuations, and appraisal report reviews for clients; brokerage of collections; business development in the areas of appraisal and brokerage in Florida and throughout the United States.

January 1997 – January 2018
President / Appraiser / Auctioneer, TreasureQuest Group, Inc. - Hobe Sound, FL
Responsibilities: evaluating collections, valuation of items, conducting live and sealed bid auctions; brokering of collections; preparing USPAP-compliant estate, divorce, donation, and insurance appraisals; providing expert witness reports, and testimony in the areas of an auction, personal property valuations, and appraisal report reviews; provide fundraising and special events consulting services to a variety of clients and freelance auctioneering services to various auction companies across the United States.

June 1996 – June 2004, 2024 - Present
Appraiser / On-Air Personality - PBS, Antiques Roadshow, Boston MA
A participating appraiser on the show, and responsibilities included traveling around the country appraising objects for clients during the taping of the television series.

June 2004 – July 2008
Appraiser / Auctioneer On-Air Personality - HGTV Cash in the Attic, NY, NY
Responsibilities: Traveling around the country, appraising objects, and occasionally auctioning items for clients during the taping of television series.

January 1990 – December 1996
Director of Collectibles / Auctioneer / Appraiser, Christie's - New York, NY
Responsibilities: auctioneering; overseeing the selection of items and collections; valuation of items; marketing and public relations for the department; cataloging assets for upcoming auctions; scheduling of auctions in the categories of Collectibles, Entertainment Memorabilia, Sports, Rock and Roll Memorabilia, Comic Art, Hollywood Movie Posters, Animation Art, Toys, Dolls, and Bears.

Professional Memberships & Designations
03/2014 - Present - AQB Certified USPAP Instructor
08/2011 - Present - Member, National Auction Association (NAA)
01/2012 - Present - Master Personal Property Appraiser Designation, NAA
02/2015 - Present - Benefit Auction Specialist, NAA
03/2016 - Present - Certified Auctioneers Institute, NAA
01/1999 - Present - Member, International Society of Appraisers (ISA)

Auctioneer Licenses
09/1998 – Present - Florida State Auctioneers License No. AU2418
11/2014 – 02/2022 - Georgia Auctioneers License No. AU004145
06/2015 – 12/2021 - New York City, NY Auctioneers License No. 2024434-DCA
09/2011 – 09/2019 - Virginia State Auctioneers License No. 2907003989
08/2013 – 12/2018 - California State Surety Bond
06/1998 – 02/2011 - Pennsylvania State Auctioneers No. AU003723R

Cases Tim Luke Qualified and Testified as an Expert
09/2024 - Anthony Annese v. Bertoia Auctions, NJ Court of Appeals – Re: Auction Procedures & Buyer's Premium – Worked for the Defendant, who won the case.

07/2024 - Meyers v. Certified Guarantee Company, Philadelphia, PA – Re: Collectibles Market & Comic Book Restoration – Worked for the Plaintiff, who won the case and awarded a $10M jury verdict.

04/2014 - Kareem Abdul-Jabbar v. Julien's Entertainment.com, Los Angeles, CA – Re: Valuations & Auction Procedures – Worked for the Defendant, case was settled.

10/2013 - Evander Holyfield v. Julien's Entertainment.com, Los Angeles, CA – Re: Valuations & Auction Procedures – Worked for the Defendant, case was settled.

Professional Conferences Attended
04/2025 International Society of Appraisers Conference, Washington, D.C.
04/2024 International Society of Appraisers Conference, Montreal, CA
03/2023 International Society of Appraisers Conference, Houston, TX
07/2019 National Auctioneers Association 70th Annual Conference, New Orleans, LA
04/2019 International Society of Appraisers Conference, Louisville, KY
07/2018 National Auctioneers 69th Annual Conference & Show, Jacksonville, FL
03/2018 International Society of Appraisers Conference, Pasadena, CA
07/2017 National Auctioneers 68th Annual Conference & Show, Columbus, OH
03/2017 International Society of Appraisers Conference, Chicago, IL
01/2017 Wisconsin Auctioneers Association Annual Conference, Stevens Point, WI
07/2016 National Auctioneers 67th Annual Conference & Show, Grand Rapids, MI
08/2015 National Auctioneers Association Benefit Auction Summit, New Orleans, LA
07/2015 National Auctioneers Association 66th Annual Conference & Show, Addison, TX
07/2014 NAA 65th Annual Conference & Show, Louisville, KY

07/2013 NAA 64th Annual Conference & Show, Indianapolis, IN
07/2012 NAA 63rd Annual Conference & Show, Spokane, WA
04/2009 International Society of Appraisers Conference, Charleston, SC
04/2008 International Society of Appraisers Conference, Baltimore, MD

Education
1981 - 1985 - John Carroll University, Cleveland, OH — B.A. Communications
1999 - International Society of Appraisers 40 hr. Core Course in Appraisal Studies
2005 - International Society of Appraisers 40 hr. Core Course in Appraisal Studies
2009 - Uniform Standards of Professional Appraisal Practice, 15 hr. Course
2010 - Appraisers Association of America - The Generalist & IRS Updates, 8 hr. Course
2011 - Uniform Standards of Professional Appraisal Practice, 15 hr. Course
2011 - National Auctioneers Association - Graduate Personal Property Appraiser 40 hr.
2012 - Uniform Standards of Professional Appraisal Practice, 15 hr. Course
2013 - Uniform Standards of Professional Appraisal Practice, 15 hr. Course
2013 - New York University Wine Appraisal Course, Napa & Sonoma, CA - 10 days
2014 - The Appraisal Foundation - USPAP Certified Instructor Course, 15 hr. Course
2014 - Benefit Auction Specialist Designation Course, 24 hr.
2014 - 2016 - NAA - Certified Auctioneer Institute 120 hr. Course Work
2015 - SEAK - How to Start, Build & Run a Successful Expert Witness Practice, 15 hr.
2015 - SEAK - How To Be An Effective Expert Witness, 15 hr.
2015 - 2019 AQB USPAP Certified Instructor Update Course, 5 hr.
2017 - ISA - Modernism: Prints, Photographs, Multiples, Furniture & Decorative Arts, 40 hr.
2017 - 2018 - 2019 AQB USPAP Certified Instructor Update Course, 5 hr.
2017 - Certified Estate Specialist Course, 24 hr.
2020 - ASA - Wine Appraisals Webinar
2020 - AAA - Appraisal of Art in Public Place Webinar
2020 - ISA - Diminution of Value Webinar
2020 - Columbia Institute - USPAP Compliant Appraisal Reviews, 8 hr.
2020 - ISA - A Pandemic Polemic: Recent Changes in the Collectibles Market, Webinar
2020 - ASA - Appraisal Review Webinar, 2 hr.
2021 - AQB USPAP Certified Instructor Update Course, 5 hr.
2022 - ISA – Requalification Course, 23 hr.
2022 - ISA - The Appraisal Report, Market Analysis, and Credible Data Usage, Webinar
2023 - ISA – Print Making & Conservation Class
2023 - AQB USPAP Certified Instructor Update Course, 5 hr.
2024 - ISA – Advanced Appraisal Methodology Class, 8 hr.

Professional Presentations & Courses Taught
04/2025 - ISA - Washington, D.C. – Navigating Fine Art Auctions: Implications for USPAP-Compliant Appraisals and Reports
04/2025 - NAA - Bloomington, IN – Instructor – CAI, Honing Business Communications
04/2025 - NAA - Bloomington, IN – Instructor – CAI, Presenting with Confidence
12/2024 - St. Louis, MO - What do Comparable Sales, Value & Tax Court Have in Common?
12/2024 - NAA - Las Vegas, NV – Instructor – Graduate Personal Property Appraiser 40 hr. Course
10/2024 - Philadelphia, PA Bar Association – Importance of USPAP-compliant Appraisals

06/2024 - ISA - Chicago, IL - Instructor – 15 hr. & 7 hr. USPAP 2024 - 2025 Courses
04/2024 - NAA - Bloomington, IN – Instructor – CAI, Business Communications
04/2024 - NAA - Bloomington, IN – Instructor – CAI, Presenting with Confidence
01/2023 - NAA - Virtual, Instructor - Graduate Personal Property Appraiser 40 hr. Course
12/2023 - NAA - Las Vegas, NV - Instructor, Graduate Personal Property Appraiser 40 hr. Course
11/2023 - ISA - Chicago, IL - Instructor for three 7 hr. USPAP 2024 - 2025 Courses
10/2023 - Chicago Estate Planning Council – Panelist on Estate Appraisals
08/2023 - NAA - Charleston, SC - Keynote Speaker – 15 Business Development Tips
03/2023 - NAA - Bloomington, IN - Instructor - CAI, Business Communications
03/2023 - NAA - Bloomington, IN - Instructor - CAI, Capitalizing on Personal Property
03/2023 - ISA - Houston, TX - What do Comparable Sales, Value & Tax Court Have in Common?
12/2022 - NAA - Las Vegas, NV - Instructor, Graduate Personal Property Appraiser Course
12/2022 - NAA - Las Vegas, NV - Instructor, 16 hr. Interpersonal Communication Skills
08/2022 - 5/3 Bank - Auctions and The State of the Market, Presenter
03/2021 - ISA - Virtual Appraisal Conference, Presenter
10/2020 - NAA - Remaking Your Entrepreneurial Spirit, Instructor, Webinar
04/2020 - ISA-ASA-AAA - Panelist for Appraising During a Pandemic, Webinar
12/2019 - NAA - Las Vegas, NV – Instructor, Graduate Personal Property Appraiser Course
12/2019 - NAA - Las Vegas, NV - Instructor, 7 hr. USPAP 2018 - 2019 Course
12/2019 - NAA - Las Vegas, NV - Instructor, 16 hr. Interpersonal Communication Skills
10/2019 - ISA - Internet - Instructor, 15 hr. USPAP 2018 - 2019 Course
08/2019 - ISA - Internet - Instructor, 7 hr. USPAP 2018 - 2019 Course
06/2019 - ISA - Connoisseurship Class Furniture & Decorative Arts Class
05/2019 - ISA - Webinar, USPAP 2020 - 2021 Preview of Updates
04/2019 - ISA - Pasadena, CA - Instructor, 7 hr. USPAP 2018 - 2019 Course
03/2019 - NAA - Bloomington, IN - Instructor - CAI, Sales Communications
03/2019 - NAA - Bloomington, IN - Instructor - CAI, Don’t Underestimate Personal Property
01/2019 - ISA - Internet - Instructor, 15 hr. USPAP 2018 - 2019 Course
01/2019 - OH Auctioneer Association - Columbus, OH - Presenter, Sales Communications
01/2019 - ISA - Internet - Instructor, 15 hr. USPAP 2018 - 2019 Course
12/2018 - NAA - Las Vegas, NV - Instructor, 7 hr. USPAP 2018 - 2019 Course
12/2018 - NAA - Las Vegas, NV - Instructor, 16 hr. Interpersonal Communication Skills
08/2018 - ISA - Internet - Instructor, 7 hr. USPAP 2018 - 2019 Course
07/2017 - NAA - Jacksonville, FL - Instructor, 7 hr. USPAP 2018 - 2019 Course
07/2017 - NAA - Jacksonville, FL - Instructor, 16 hr. Interpersonal Communications Skills
06/2018 - ISA - Internet - Instructor, 15 hr. USPAP 2018 - 2019 Course
03/2018 - NAA - Bloomington, IN - Instructor - CAI, Sales Communications
03/2018 - NAA - Bloomington, IN - Instructor - CAI, Don’t Underestimate Personal Property
03/2018 - ISA - Pasadena, CA - Presenter, 8 Street Artists to Watch in 2018
03/2018 - ISA - Pasadena, CA - Instructor, 7 hr. USPAP 2018 - 2019 Course
01/2018 - NAA - Cincinnati, OH - Instructor, 15 hr. USPAP 2018 - 2019 Course
01/2018 - NAA - Cincinnati, OH - Instructor, 7 hr. USPAP 2018 - 2019 Course
01/2018 - ISA - Internet - Instructor, 7 hr. USPAP 2018 - 2019 Course
12/2017 - NAA - Las Vegas, NV - Instructor, 7 hr. USPAP 2018 - 2019 Course
11/2017 - ISA - Internet - Instructor, 7 hr. USPAP 2016 - 2017 Course
07/2017 - NAA - Columbus, OH - Instructor, 16 hr. Interpersonal Communications Skills
07/2017 - NAA - Columbus, OH - Instructor, 7 hr. USPAP 2016 - 2017 Course

04/2017 - ISA - Internet - Instructor, 15 hr. USPAP 2016 - 2017 Course
03/2017 - ISA - Chicago, IL - Presenter, USPAP 2018-2019 Updates
03/2017 - NAA - Bloomington, IN - Instructor - CAI, Don't Underestimate Personal Property
01/2017 - WAA - Stevens Point, WI - Instructor, Expert Witness Basics
01/2017 - WAA - Stevens Point, WI - Instructor, Presentation Skills
01/2017 - ISA - Internet - Instructor, 15 hr. USPAP 2016 - 2017 Course
12/2016 - NAA - Las Vegas, NV - Instructor, 16 hr. Interpersonal Communications Skills
12/2016 - NAA - Las Vegas, NV - Instructor, 7 hr. USPAP 2016 - 2017 Course
08/2016 - NAA - Columbus, OH - Instructor - Effective Communications Leadership Training
07/2016 - NAA - Grand Rapids, MI - Instructor, 7 hr. USPAP 2016-2017 Course
07/2016 - NAA - Grand Rapids, MI - Instructor, 16 hr. Interpersonal Communications
07/2106 - NAA - Grand Rapids, MI - Presenter, High End Collectibles in Low End Estates
03/2016 - NAA - Bloomington, IN - Instructor - CAI, Don't Underestimate Personal Property
02/2016 - MarkNet - St. Louis, MO - Instructor, Communication Skills
02/2016 - MAA - Grand Rapids, MI - Instructor, Interpersonal Communications Skills
01/2016 - NAA - Cincinnati, OH - Instructor, 15 hr. & 7 hr. USPAP 2016 - 2017 Courses
12/2015 - NAA - Las Vegas, NV - Instructor, 16 hr. Expert Witness For Auction Professionals
12/2015 - NAA - Las Vegas, NV - Instructor, 16 hr. Interpersonal Communications
08/2015 - NAA - New Orleans, LA - Presenter Benefit Auction Summit
07/2015 - NAA - Addison, TX - Instructor, 7 hr. USPAP 2014 - 2015 Course
07/2015 - NAA - Addison, TX - Instructor, 16 hr. Interpersonal Communications
07/2015 - NAA - Webinar - Instructor, Appraisals for Auctioneers
05/2015 - NAA - Atlanta, GA - Instructor, 40 hr. Graduate Personal Property Appraiser
05/2015 - NAA - Atlanta, GA - Instructor, 15 hr. USPAP 2014 - 2015 Course
03/2015 - NAA - Bloomington, IN, Instructor - CAI, Don't Underestimate Personal Property
12/2014 - NAA - Las Vegas, NV - Instructor, 40 hr. Graduate Personal Property Appraiser
12/2014 - NAA - Las Vegas, NV - Instructor, 16 hr. Interpersonal Communications
11/2014 - NAA - Kansas City, MO - Presenter, Identifying Your Interpersonal Assets
07/2014 - NAA - Louisville, KY - Instructor, 16 hr. Interpersonal Communications
07/2014 - NAA - Louisville, KY - Instructor, Appraisal Manager Course
07/2014 - NAA - Louisville, KY - Instructor, 7 hr. USPAP 2014 - 2015 Course
05/2014 - NAA - Charlotte, NC - Instructor, 40 hr. Gradate Personal Property Appraiser
05/2014 - NAA - Charlotte, NC - Instructor, 15 hr. USPAP 2014 - 2015 Course
03/2014 - NAA - Bloomington, IN - Instructor - CAI, Don't Underestimate Personal Property
12/2013 - NAA - Las Vegas, NV - Instructor, 40 hr. Graduate Personal Property Appraiser
07/2013 - NAA - Indianapolis, IN - Instructor, 40 hr. Graduate Personal Property Appraiser
01/2013 - CAA - Denver, CO - Presenter, ABC of an Auction - Appraisal Business
12/2012 - NAA - Las Vegas, NV - Instructor, 40 hr. Graduate Personal Property Appraiser
07/2012 - NAA - Spokane, WA - Instructor, 40 hr. Graduate Personal Property Appraiser
07/2012 - NAA - Spokane, WA - Presenter, Auction & Appraisals for the IRS
12/2011 - NAA - Las Vegas, NV - Presenter, Frauds and Fantasy Items in Collectibles Market
12/2009 - ASA - Orlando, FL - Presenter - Reproductions & Fakes

Publications
01/2025 - Freeman's | Hindman Trusts, Estates & Private Clients Publication – Price, Cost, Value 01/2024 - Hindman Trusts, Estates & Private Clients Publication – Donation Appraisals

09/2022 - Hindman Trusts, Estates & Private Client Group Newsletter – Why We Collect
03/2022 - www.magazine-art.com - Life's Unexpected Events
08/2020 - International Society of Appraisers Blog - Assignment Conditions
08/2018 - International Society of Appraisers Blog - Determining Value
01/2016 - Flea Market Style Magazine - Give It Away
01/2015 - Auctioneer Magazine - Putting a Price On Memories
11/2014 - Auctioneer Magazine - Matching Up People…Avoid Demographic Dilemma
10/2014 - Auctioneer Magazine - Max Out Your Marquee Items
09/2014 - Auctioneer Magazine - Auction Estimates, More Than Just Numbers
08/2014 - Flea Market Style Magazine - Do You Measure Up?
04/2014 - Flea Market Style Magazine - Are You a Helixophile?
04/2013 - Flea Market Style Magazine - Collectibles You'll Dig
02/2013 - Auctioneer Magazine - ABC of Appraisal Business
08/2012 - Flea Market Style Magazine - Secrets of an Estate Sale
06/2012 - Flea Market Style Magazine - Travel Tales
08/2011 - Flea Market Style Magazine - Reel in a Mantique
06/2011 - Flea Market Style Magazine - Show Off Your Age
06/2010 - Flea Market Style Magazine - Expert Advice - Hidden Treasure
06/2007 - Country Almanac Magazine - Auctions
10/2007 - Hobe Sound, FL Magazine - Finding Value in Household Items
04/2007 - Palm Beach Post Newspaper - 10 Ways to Turn Your Attic Treasures to Cash
2005 - 2007 - Palm Beach Post Newspaper - Appraise This, Weekly Column
05/2004 - Antiques Roadshow Insider Magazine - Money in the Bank
2002 Book - Miller's American Insider's Guide to Toys & Games, Octopus Publishing
2001 Book - Toys from American Childhood, Published by Portfolio Press

Other Leadership Positions & Awards
01/2020 - 05/2022 - Appraisal Standards Board - The Appraisal Foundation (TAF)
01/2022 - 05/2022 - Vice-Chair, Appraisal Standards Board - TAF
06/2020 - ISA - Distinguished Service: ISA Instructor Award
03/2016 - NAA - Certified Auctioneer Institute - Pat Massart Leadership Award
04/2017 - 12/2019 - Member Instructors Committee, International Society of Appraisers
01/2013 - 07/2017 - Member Elections Committee, National Auctioneers Association
01/2012 - Present - Member GPPA Committee, National Auctioneers Association
07/2015 - 07/2017 - Chair, Elections Committee, National Auctioneers Association
04/2015 - 7/2015 - Vice Chair, Elections Committee, National Auctioneers Association
01/2008 - 12/2009 - Member of the Board of Directors, Foundation for Appraisal Education

Updated April 2025

HINDMAN
APPRAISALS

ANGELA WHITAKER

PROFESSIONAL EXPERIENCE

Hindman Appraisals, LLC, Chicago, IL 2021 – Present
Senior Appraiser, Fine Art

- Routinely research and catalogue property for auction; assign auction estimates; evaluate property for IRS (estate tax, gift tax, donation, etc.) and insurance appraisals.
- Compile comparable sales information for specific appraisal projects relating to Fine Art property, ensuring all documents are in accordance with USPAP compliance
- Act as liaison between the Hindman Fine Art and Appraisal Departments to facilitate and ensure timely and accurate completion of Fine Art appraisals.
- Regularly perform onsite inspections of property, to include photography, condition reports, collection of dimensions and provenance to support subject works for Fine Art appraisals.

Frank Lloyd Wright Trust, Oak Park, IL 2011 – May 2020
Wright Plus Coordinator

- Oversee planning and implementation of internationally renowned Wright Plus Architectural Housewalk, the Trust's largest annual fundraiser attended by up to 2400 guests. Responsible for house selection, committee chair appointments, event logistics (rain or shine), staff and volunteer training, insurance, permits, and procurement of equipment, transportation and offsite facilities. Manage a broad team of volunteers and staff effectively without formal authority.
- Cultivate long-term relationships with past, current and future homeowners, building their trust and confidence to open their private homes and refer future homeowners. Engaged approximately 70 homeowners over 8 years to ensure house selection is appealing and attracts maximum attendance.
- Collaborate with and advise volunteer co-chairs in directing activities of approximately 70 volunteer leaders and 500 event-day volunteers. Expanded leader and volunteer corps through reach-out to Trust sites outside of Oak Park.
- Foster community support and communicate with local government liaisons (e.g., village clerk, police, and engineering) on standing and one-time issues, and acquire special event permits.
- Enhance guest experience and implement innovative programming expansions to bring in additional revenue. Compile post-event guest, volunteer and staff feedback to identify service themes and improvement opportunities.

Angela Whitaker Appraisals, Chicago, IL 2009 – 2018
Fine Art and Personal Property Appraiser

- Inventory, research, photograph and describe fine art, furniture and architectural elements for formal appraisal reports, including property inspection and condition reports for objects, with emphasis on 19th and 20th Century fine and decorative arts and architectural artifacts. Work closely with clients to identify and recommend proper sales markets to liquidate personal property through a vast network of colleagues and personal connections in the industry.
- Sought out by clients specifically for expertise in early 20th Century decorative and fine arts, including items from the Arts and Crafts period, original objects by Frank Lloyd Wright, and Mid-Century Modern property.
- Consulted and completed formal appraisal reports for prominent private collectors in Chicago and across the

U.S., museums, a prominent not-for-profit organization, and various corporate collections.

Toomey & Co., Oak Park, IL2000 – 2020
Fine Art and Personal Property Appraiser, Auction Assistant

- Served as sole accredited appraiser until 2011. Assisted president and gallery manager with sensitive business matters with discretion and professionalism for clients with prominent social status. Corresponded with active and prospective clients regarding consignments and acquisitions. Created catalogue descriptions and condition reports, handled auction-day billing and prepared and settled invoices, and coordinated shipping and delivery of items.
- Dedicated bidder for select clients and high value property, trusted to model and coach critical techniques for newer staff members.
- Organized and implemented procedures for phone and absentee bids for auction, including training and oversight.

Bonhams (formerly Butterfields Auctioneers) 1998 – 2000
Fine Art Inventory Controller, Cataloguer

- Managed Fine Art department for the Chicago office and served as liaison for Los Angeles and San Francisco offices and Fine Art Specialists. Inventoried, catalogued and prepared condition reports for all incoming property. Corresponded with clients, organized property, and oversaw gallery set-up for auction previews.
- Modernized inventory system for a new office located in downtown Chicago.
- Designed a new storage system to incorporate 2,000-plus pieces of inventory from a prominent insurance company, managed cataloguing and sale of collection through several auctions.

EDUCATION
Bachelor of Fine Arts: Art History, Minor in History, Ohio University, Athens, OH
International Society of Appraisers, Accredited Member, 2005 - Present
ISA Core Course Requalification, completed March 2025
USPAP 7 Hour Course, completed November 2023
USPAP 15 Hour Course, completed October 2021
USPAP 15 Hour Course, completed October 2012
ISA Core Course Requalification, completed October 2012
ISA Core Course, completed 2006

PROFESSIONAL CONFERENCES:
International Society of Appraisers Annual Conferences:
Charleston 2009 | Chicago 2013 | Montreal 2024 | Washington, D.C. 2025

Updated April 2025

ART of ESTATES

PERSONAL PROPERTY APPRAISAL FIRM

Service Bid

prepared by

Brady L. Dreasher, ISA CAPP, CES, GPPA, CAGA, WSET1

President of BBB Award-Winning Art of Estates

ISA Awarded & Certified Appraiser

Locations

Denver 720.495.3753	Chicago 317.373.8845	
Aspen 970.922.9068	Colorado Springs 720.495.3753	Boulder 720.643.0899
Indianapolis 317.373.8845	Omaha 402.607.5521	Kansas City 816.808.7562	Vail 970.922.9068
Wichita 316.613.9686	Cheyenne 720.643.0899	St Louis 314.296.7239	Cincinnati 317.373.8845	Des Moines 402.607.5521

Roswell Museum
Caroline Brooks | Museum Director
1011 N. Richardson Avenue
Roswell, New Mexico 88201
C.Brooks@Roswell-NM.gov
575.500.0357

ART of ESTATES
PERSONAL PROPERTY APPRAISAL FIRM

Hello,

Thank you for contacting my company Art of Estates regarding an insurance coverage appraisal, performed remotely (desktop appraisal) relating to an insurance claim of a portion of the Roswell Museum collection. I was provided with a list of 198 items identified as Historic Weaponry (firearms, blades, armor) in an inventory. Based on that information and necessary forthcoming information (dimensions, photos, pre-loss conditions, provenance, serial numbers, maker marker marks, etc.), I will provide an insurance replacement cost (pre-loss) appraisal. Correspondence suggests that if further details are not retrievable from old records, that an onsite inspection may be necessary to conclude final results.

Art of Estates may not always appear to be the least expensive up front, but we are often the most professional, most accredited, and expeditious without cutting necessary corners. In cases where auditing or litigation can arise, we handle the personal property valuation process professionally, in the same manner that an accountant will handle the finances and other asset conclusions, meeting or exceeding the minimum thresholds that need to be met to satisfy reviewing oversight entities.

Our primary goal is to provide a reliable appraisal report to ensure a smooth transition in the event there is a dispute made in the claim. All the appraisal reports produced by Art of Estates are comprehensive, signed, certified, and USPAP (governed by the United States Congress) compliant.

Please read this entire package of 22 pages, as focusing on the numbers only may leave any intended user of our services with an incomplete understanding of the professional appraisal process. This service document has been compiled for this appraisal assignment only. We appreciate the opportunity to work together and provide our signed, certified, and USPAP-compliant appraisal services.

Thanks,



March 31, 2025

Brady L. Dreasher, ISA CAPP, CAGA, CES, GPPA, WSET1
President & Lead Appraiser
7310 W. 52nd Avenue, suite A132
Denver, Colorado 80002
Brady@ArtofEstates.com
ArtofEstates.com
970.922.9068 (c)

Date

TABLE OF CONTENTS

COVER DOCUMENT 4
1. General Appraisal Assignment Information 4
2. Valuation Principles & Procedures 5
3. Statements Regarding IRS Appraisals & Art of Estates' Testament to Impartiality 7
4. Privacy Policy of Art of Estates 9
5. Payments, Costs, Fees, & Disclaimers 10
ADDENDUM 11
1. References Available for Immediate Contact 11
2. Appraiser's Curriculum Vitae: Qualifications & Experience (updated 6/24/2024) 13
3. Reviews & Clientele List 20

The above table of contents is clickable and will quickly take you to the desired section you may want to review. Additionally, many links (reviews, references, logo images, etc.) have been hot linked throughout this report to expedite contacting references or reviewing additional support and verification of stated information.



A collection of 131 rifles ranging from 18th Century to WWII we worked on in 2023 related to deaccessioning for a private collector in Wyoming. The entire collection was sold privately by the family (not by us) at the beginning of this year to an arms dealer in Utah using the detailed inventory and data we collected from a formal inspection and the appraisals we provided based on research.

COVER DOCUMENT

1. General Appraisal Assignment Information



1.1. Property Owner

Roswell Museum

1.2. Client (assumed)

Roswell Museum

1.3. Inspection Location(s)

desktop/remote

1.4. Appraiser(s) Scheduled for this Appraisal

Brady L. Dreasher – certified appraiser

1.5. Relevant Dates & Timeline

Estimated Inspection Dates: TBD
Anticipated Report Date Delivery: by or before June 1st, if appropriate data is received by May 1st (*However, if the number of items goes up 10% (20 more items), you can expect 10% more time (hours and timeline increase), delays may result in the event an onsite inspection is required.*
Effective Date: October 19, 2024

1.6. Report Objective, Intended Use, & Intended Users

The objective of the valuation conclusions is to conclude a replacement cost for a portion of the Roswell Museum collection. The intended use of the report is to provide an appraisal to be used in obtaining insurance coverage. The intended users of these results is the Roswell Museum, City of Roswell, Poms & Associates, Huntington Block, and Axis. Any other users of this report are unintended.

1.7. Type of Report (excel format)

Appraisal reports have two acceptable formats according to the 2024-2025 Uniform Standards of Professional Appraisal Practice (USPAP): restricted appraisal reports and appraisal reports. Restricted appraisal reports may only be considered when the exact person(s) is named as the intended user(s) of the report and needs to be restrictive in nature. As there is more than one intended user of this report and not all person(s) are named, it will be written in the format of an appraisal report.

1.8. Scope of Work (detail)

Perform an appraisal of 198 items for insurance replacement purposes. I will research and analyze the appropriate market and conclude values using the proper methods and approaches with information collected through an onsite inspection and details provided by the client/owner.

This quote includes desktop inspection, digital excel inventory, valuation conclusions, report construction, and a digital pdf file delivery of a signed, certified, and USPAP (governed by US Congress) compliant appraisal report. In the event a printed report is requested, additional fees will apply.

We *recommend* providing a digital pdf of old receipts, intake appraisals (typically donation), provenance, exhibition history, conservation records, literature references, authentications, and other historically related documents that might impact value. If that information is not important to the client/owner, then it will be included as a limiting condition and could impact valuations unknowingly.

1.9. Scope of Agency

Art of Estates will provide a final determination of approaches and the conclusion of values within an appraisal report for reconciliation for the client.

2. Valuation Principles & Procedures

2.1. Scope of Work

The scope of work is the research and analysis utilized to value the property. Based on this report's objective and intended use, the scope of work included:



- Inspection of the property
- Property Identification
- Analyze Market
- Determine Definition
- Approach Selection
- Valuation Conclusion(s)

2.2. Definition of Replacement Cost

Most Insurance policies state that in the case of loss, indemnification of the insured can be accomplished through a variety of means including repair, replacement, or payment of a cash settlement. It is the intent of insurer to make the insured "*whole*" again by returning the policy holder to the condition or position they were in before the loss — not any better and not any worse.

Art of Estates are not insurance representatives and most often have not been educated on the insured's underwritten policy. Therefore property owners should have a formal conversation with their agent to make sure they are properly covered in the event of a loss.

2.3 Replacement Methodologies Utilizing the Cost Approach

- Purchase of an exact duplicate
- Purchase of a suitable substitute
- Manufacture of an exact duplicate or a suitable substitute

- Replacement Cost New: The cost necessary to replace an item of personal property with a new item of like kind, utility, and having similar qualities within a reasonable amount of time in the relevant marketplace.

  To estimate replacement cost new, the appraiser explores examples of the retail replacement market such as department and specialty stores, mail order catalogs, and even discount stores. Typically, property such as original works of art and antiques that have value characteristics such as age and provenance that are not inherently present in a new replacement.

- **Replacement Cost Comparable**: The cost necessary to replace an item of personal property with an equivalent item having similar appearance, quality, condition, age, authorship, and utility within a reasonable amount of time in the relevant marketplace.

  This is generally used with antiques or items where age or provenance is a significant value characteristic. Replacement cost comparable commonly applies to appreciable property such as fine art, antiques, and collectibles for which neither replacement with a new equivalent item nor reproduction is a suitable measure of settlement. To estimate replacement cost comparable, the appraiser explores examples of the retail replacement market for items of that age having similar physical and intangible relevant characteristics, such as antique stores, art galleries, and possibly consignment shops. Replacement cost comparable was once called replacement cost used. However, most clients objected to their very valuable antiques or important paintings being called "used."

- Reproduction Cost: The total cost of constructing an exact replica, using the same materials and construction techniques as the original by a qualified craftsman.

  It is not appropriate to reproduce some items of property such as antiques and collectibles. However, many items of property are capable of being purchased new or of being reproduced, such as most contemporary jewelry, some artwork, and handcrafted items. In such cases, the cost approach may dictate considering reproduction cost as the replacement cost new.

- Production Cost: This is the total cost of constructing an equally good substitute or an equivalent.

  It is not a duplicate, but a satisfactory and acceptable substitute providing the owner with equivalent satisfaction and utility.

2.4 Definitions for Replacing Personal Property

- **Replacement Value**: The amount it would cost to replace an item with one similar and like quality purchased in the most appropriate marketplace within a reasonable amount of time.

  Replacement value includes not only the costs of acquiring or replicating the property (i.e., the replacement cost comparable and/or replacement cost new), but also all the relevant costs associated with replacement.

- Replacement Cost New Less Depreciation (also called Actual Cash Value): The cost of replacing the property at the time of loss with a new item, less a proper deduction for depreciation.

  While this level of indemnification frequently forms the basis for the definition of the insurance contract term actual cash value, some jurisdictions define actual cash value as fair market value or even as replacement value. (check your insurance policy or state jurisdiction.)

  Actual cash value is an insurance industry term that is often synonymous with "*actual value*" or "*cash value*." This term is used to describe the amount of compensation that the insured would recover in the event of a loss. The cardinal doctrine of actual cash value is the principle of indemnity. This means that compensation to the insured must directly correspond to the loss. In other words, indemnification leaves the insured whole - nothing less, nothing more.

  This definition is usually applied to depreciating property such as contemporary furniture, electronics, or appliances. Depreciation refers to an incremental reduction in value based on age/life formulas commonly in use with the insurance industry.

2.5 Approaches to Value (also known as Valuation Approaches)

There are three accepted approaches to determining value as described by *International Society of Appraisers Core Course in Appraisal Studies Manual, revised August 2021*:

- Income Approach: This approach is used primarily for investment property and analyzes comparable data as are available and/or applies a present value formula to calculate the present worth of income anticipated to be generated in the future through sale or lease.

  Present worth is an accounting term which represents the current amount, in terms of dollars, that would be the equivalent of income generated by the sale of property at some point in the future or the stream of income generated by leasing property for a specified amount of time.

- **Cost Approach**: An approach that analyzes comparable cost data as are available to replace the property being appraised with a suitable substitute. The cost approach provides an estimate of or an exact quote of the cost to replace through production, reproduction, or purchase.

  The cost approach is frequently used for insurance and damage claim appraisals when it is necessary to establish the amount that would have to be paid to replace an item of property should that property require replacement in the future.

- Sales Comparison Approach: This approach analyzes comparable sales data as are available to indicate a value conclusion within the market considered most common for the property.

  It assumes that a reasonably prudent person will not pay more to acquire a property than it would cost to acquire a comparable substitute property, and that a prudent seller will not ordinarily sell a property for less than other sellers will be able to get for their similar properties. It is frequently used for tax functions such as donation and estate appraisals. It can also be used for insurance appraisals if the cost approach fails to yield results.

The Income Approach is not applicable because the property cannot be construed as an investment property, having no inherent anticipated or potential stream of revenue associated with it.

The **Cost Approach** is the preferred application of value since the report will be used in obtaining insurance coverage and it often provides the most reliable results for replacing the property.

The Sales Comparison Approach is not applicable because the intended use of the property is not associated with a tax function or division of property. However, if the cost approach fails to yield reliable results, the sales comparison approach can be used.

3. Statements Regarding IRS Appraisals & Art of Estates' Testament to Impartiality

3.1. Qualified Appraisal Statement

This appraisal report will meet the definition of a "*qualified appraisal*" under Internal Revenue Code § 170(f) (11) (E)(i)(ii)(iii) as clarified by Internal Revenue Service.

"I understand that a substantial or gross valuation misstatement resulting from this appraisal, used in connection with a return or claim for refund, may subject us to civil penalties under § 6695A of the Pension Protection Act of 2006 as revised by Internal Revenue Bulletin 2006-46, Notice 2006-96, Section 3.04(2), Transitional Guidance, Revision to Appraiser Declaration."

3.2. Qualified Appraiser Statement

Brady L. Dreasher meets and exceeds the definition of a "*qualified appraiser*" as a certified appraiser of personal property (CAPP) designation with the International Society of Appraisers. I regularly perform IRS estate and non-cash charitable donation appraisals that are used in conjunction with returns and claim for refund for which I receive compensation. IRS Publication 561 provides clarification on page 10 (of that document, not this one) as to what defines a "*qualified appraiser*" and applies in estate (and donations through court rulings) appraisals

My education, background, training, experience, references, reviews, and clientele verifies my experience on the type of property found in this collection can be found in the Addendum section of this appraisal report. Dreasher's background, experience, education, and memberships in professional associations make him qualified to make appraisals of the type of property that will be the subject of his appraisal report. Dreasher has not been prohibited from practicing before or ever been contested by the IRS.

"I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under § 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. section 330(c)."

"To the best of my knowledge, this appraisal report satisfies the IRS requirements for a "qualified appraisal" under 26 CFR §1.170A-13(c)(3) and T.D. 9836, and follows the guidelines provided in IRS Publications 526 and 561."

3.3. Latest Tax Court Cases Related Directly to Appraisals

Recently, auction houses (Sotheby's in the case reference), dealers, and galleries have been called into question regarding biased appraisal services. The 9th Circuit Court ruling that agreed with a U.S. Tax Court opinion that found an appraisal from an esteemed auction house is not adequate assurance of appraisal expertise or competency. *"This also means wealth managers and estate attorneys now have a greater fiduciary duty to their clients to fully understand appraiser qualification criteria and appraisal standards when vetting personal property appraisal experts."* – Jon Brenan, VP of Appraisal Services at The Appraisal Foundation (TAF)

Ben Alli & Shaki Alli v. Commissioner of Internal Revenue, Tax Court docket# 24863-11 (decision **2014**)

> Tax Court disallowed the taxpayers' charitable contribution for failure to follow Code Section 170 regulations that **require a qualified appraisal by a qualified appraiser**, and other substantiation requirements to be filed.

Estate of Eva F. Kollsman v. Commissioner of Internal Revenue, Tax Court docket# 26077-09 (decision **2019**)

> The estate's expert witness, the vice president of **Sotheby's Auction** North America and South America and co-chairman of Sotheby's Old Master Paintings (George Wachter), prepared a consignment agreement for the executor of the decedent's estate in which he valued "Dance Around the Maypole" between $600,000 and $800,000 and Orpheus between $100,000 and $150,000. Then provided lower Fair Market Values for the IRS Tax estate.

Luke Joseph Chiarelli v. Commissioner of Internal Revenue, Tax Court docket# 2115-18 (decision **2021**)

> An attorney that practices in taxation, claimed over $75k in donations of miscellaneous household items over the course of 3 tax years. No **proper appraisal** was performed, no 8283 was signed, and a lack of support and evidence invoked **non-compliance in the requirements of Section 170** forcing a large underpayment penalty.

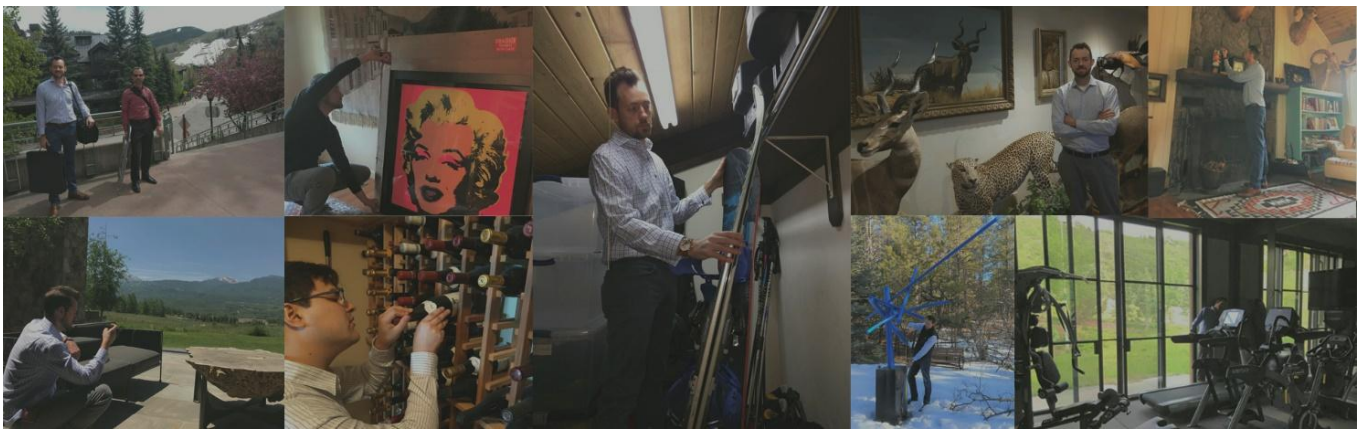
Heinrich C. Schweizer v. Commissioner of Internal Revenue, Tax Court docket# 3679-18 (decision **2022**)

For nine years, Heinrich was the Director of the African and Oceanic Art department at Sotheby's. As part of this role, Heinrich interfaced with and supported Sotheby's appraisal department from time to time to provide fair market value (FMV) estimates of certain works. During this time, Heinrich made several donations to museums of African art, including a Dogon sculpture (which he had allegedly purchased for $100,000 in 2003) and gifted to the Minneapolis Institute of Art in 2011.

The IRS asserted that the charitable contribution deduction should be denied in its entirety because Heinrich **failed to satisfy the substantiation requirements** of Section 170(f)(11) and the associated regulations, including a **failure to obtain a qualified appraisal**, failure to attach to the Form 8283 an appraisal of any kind and failure to submit a completed Form 8283. (The IRS' staff appraiser initially valued the contributed sculpture at $250,000, but the IRS took the position that the deduction should be fully disallowed.) The IRS assessed a deficiency of $95,081 and accuracy-related penalties of $19,016. The Tax Court agreed with the IRS and upheld the denial of Heinrich's charitable deduction due to his failure to substantiate the value of his deduction and the absence of reasonable cause for that failure.

- ✓ I have no present or prospective interest in the property that will be the subject of this appraisal and no personal interest with respect to the parties involved.
- ✓ I have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. *(USPAP required statement in any appraiser's certification statement)*
- ✓ I have no bias with respect to the property that will be the subject of this report or to the parties involved in the assignment.
- ✓ My engagement and compensation in this assignment is not contingent upon developing or reporting predetermined results.

While this appraisal report is not intended for the IRS, this does not mean that any lawsuit related to an insurance claim could not use personal property case law precedents to achieve an upper hand in a court of law. As a full-time accredited Appraisal Firm, we are focused on providing reliable, unbiased, and dependable appraisal services coupled with the latest in market analyses for collections. **Art of Estates never buys property from current or potential clients and does not take property into our possession.**



4. Privacy Policy of Art of Estates

Art of Estates is committed to safeguarding the confidential information collected from our clients in connection with the appraisal of personal property. All clients' personal information provided during our preliminary walk-through and during the appraisal process is held in the strictest confidence and guided by the Uniform Standards of Professional Appraisal Practices (USPAP) 2024-2025. We have not, at any time in the past, disclosed confidential information to third parties except as specifically authorized by the client or as required (or subpoenaed) by law.

We are prohibited under USPAP, ASA, CAGA, NAA, and the ISA's Appraisal Report Writing Standards and Code of Ethics from changing this policy without first advising the client and obtaining permission. The personal property information provided by our clients is used strictly to help meet their appraisal requests.

Some of our specific privacy policies and practices at Art of Estates include but are not limited to the following:

- ✓ Limiting employee access to confidential client information only to those who have a business or professional reason to know and only to non-affiliated parties as required by law.
- ✓ Maintaining a secure office and computer environment to ensure that the client's confidential information in electronic form is not placed at unreasonable risk.
- ✓ Collecting only categories of non-public personal information from clients as required by the scope of the client's appraisal engagement. These categories include such facts as personal property assets, tax identification numbers, transactions between clients and third parties and other non-public information.
- ✓ Permitting a review of confidential client records by unaffiliated third parties such as federal and state tax regulators only as required by law or mandated by court order.
- ✓ Maintaining all confidential records about our clients throughout our contracted engagement, for the period following the engagement as required by USPAP 2024-2025, and after that period those records may be professionally discarded.
- ✓ In the unique event that a non-disclosure agreement was entered as a pre-requisite to an appraisal assignment, the work file will be retained for at least five years after preparation or for at least two years after the final disposition of any judicial proceeding, whichever period expires last.

5. Payments, Costs, Fees, & Disclaimers

5.1 Fees

Art of Estates standard company hourly rate is $175. This project is quoted for 198 items. If the number of items goes up 10% (20 more items), you can expect a 10% increase in costs. If the number of items goes down 10% (20 less items), you can expect the estimated hours and cost to go down 10%. However, our bottom estimated time/cost will be our lowest cost for this job ($6,125), regardless of how many items are subtracted or unresearched after scheduling occurs. If items need to be limited or removed from the inventory process, please do so before providing a deposit. All other services outside this quote have the following rates.

- Appraisal Report Process (inspection to report writing): $175/hourly (3-hour minimum)
- Deposition Prep & Trial Preparation: $175/hourly (1-hour minimum for remote, 3-hour min onsite)
- Appraisal Review & Consulting for Law Firms: $175/hourly (1-hour minimum for remote, 3-hour min onsite)
- Deposition: $200/hourly + travel & gas (4-hour minimum for onsite) (2-hour minimum for remote)
- Testimony: $225/hourly + travel & gas (4-hour minimum for onsite) (2-hour minimum for remote)

Service Rate Schedule for Summer 2025

5.2 Payment

Final payment of the billing invoice will be required before the completed report is delivered. All checks are mailed directly to Art of Estates preferred banking institution for immediate deposit. Otherwise, wiring information can be provided. Payments are due upon receipt and will accrue a service charge of 10% per 45 days. Clients and contracts overdue by 60 days will be interpreted as contract abandonment.

5.3 Insurance

Party in ownership possession (onsite policy) of the property shall be responsible for insuring the property. No claims have ever been submitted to or against Art of Estates. Policy can be added, but not included.

5.4 Report Delivery

Reports will be delivered after final payment is received via pdf. The report is estimated to be 50-100 pdf pages in length and, if printing is requested, will be $1 per page. Reports are printed in color, bound, and present professionally. Reports are delivered the same day payment is received or priority mail 2-3 day with tracking if printing is chosen.

5.5 Contract

A formal contract can be signed and delivered upon approval of this service bid. In the event the terms of a contract are abandoned after engagement, the time expenses involved up to that point will be due upon receipt. Travel and travel expenses are not a component of this quote because the data is being delivered digitally. However, because it is unknown how much historical data and item details will be retrievable in the museum records, we reserve the right to charge for travel (gas, flight, lodging) and necessary time onsite to retrieve such data. Travel is definitely not the intent of this engagement, and we hope that does not transpire.

5.6 Disclaimer

Extra time may be necessary in case of some unforeseen hurdles in the inspection process (i.e., power outage, technology, weather, wildfires, illness, chaperone scheduling, etc.) or in the appraisal research process (i.e., authenticators and expert response times). This appraisal does not include authenticator fees, but when they are needed, those are provided by 3rd party authenticators.

5.7 Value Conclusions

Our conclusions are unbiased and market-based only in relationship to the effective date of the report. Typically, higher value items require more time. In the event of a claim, an insurer, and the insured, will have smoother transition during a claim process if the documented information and photos stand on their own merits even when 3rd parties are engaged. This level of documentation allows little question as to the condition of the artwork at the time of their valuation and prior to a loss. If a work is ever stolen, there will be adequate and identifiable information available for filing with the FBI Stolen Art File or Interpol.

5.8 Travel

Not considered part of this quote but may become a component in the valuation process. See 5.5 and page 2.

5.9 Quote for Art Collection Appraisal

198 items to be appraised for insurance coverage
35-45 hours of total time estimated to research and value 198 items
$6,125-$7,875

ADDENDUM

1. References Available for Immediate Contact



IRS Estate Tax Appraisal – Fair Market Value 2020

John Massey x 1

Director of Affiliate Services / President JGE Company
Trust Services for Platte Valley Bank
Scottsbluff, Nebraska
(308) 633-9721 (direct) & (308) 631-3631 (cell)
JohnM@JGelliott.com
Connection: Mr. Massey and Hod Kosman (director/chairman) performed a thorough and rigorous multi-step interview process with me and my company, ultimately selecting Art of Estates over several other appraisers. I selected six of our appraisers that were brought onsite to their HNW client's multi-location property for an extensive 2-week long inspection in Steamboat Springs, Colorado. The inspection began on January 7, 2020 and ended on January 20, 2020. One of their stipulations was a short timeline for completing the appraisal report. The report was completed on March 4, 2020, which was on time. The reports were split into two sections, totaling 297 pages in length for 3,154 report entries, which in many cases had multiple items in groupings, and included 2D & 3D fine art, firearms, coins, African art, Native American sculptures, and fossils.

Appraisal & Inventory of Museum Property – Insurance Replacement Value

Robbie Breaux (primary point of contact) x 1

Former President, Board of Trustees, Secretary, WCCA Endowment Foundation, Chair, Permanent Collection Management Committee & Instructor, Ceramics
Grand Junction, Colorado
(970) 216-2215 (cell)
ChuckRobbieBreaux@gmail.com
Connection: The Western Colorado Center for the Arts, also known as The Art Center, had been collecting and receiving donations since 1986 with varying levels of diligence performed over those decades. We performed 509 report entry appraisals on their collection, updating them on appropriate mediums, condition issues, attributions, and of course values. Lee Borden is the executive director and was my secondary point of contact, but also available for reference. (970) 243-7337 ext. 5 & LBorden@GJartcenter.org

IRS Non-Cash Charitable Contribution – Fair Market Value 2018-2022

William 'Bill' Bennett x 7

Bennett & Kennedy PLC, Scottsdale, Arizona (partner, retired in May 2020)
Legal Representative for Stephen Sprouse LLC
Paradise Valley, Arizona
(602) 418-0628
Bill22Bennett@gmail.com
Connection: Mr. Bennett first hired us in 2018 for a single item appraisal for an artwork on the way to the MET Museum in New York at the direction of the Indianapolis Museum of Art (now Newfield's). After our professional expertise was on full display for that first report, we were subsequently hired to appraise a large collection of art and fashion designer clothing in 2019 (641 report entries) and then again in 2020 (123 report entries completed on December 21, 2020). In total, from 2018-2022, we appraised 1,410 fashion and art related properties over 7 total appraisal reports for rock and roll fashion and art icon Stephen Sprouse LLC.

Estate Probate with Equitable Distribution – Fair Market Value 2019-2020

Jennifer S. Tuttle x 1

Dorothy M. Healy Professor of Literature & Health at University of New England
Portland, Maine
(207) 632-5507
Jtuttle1967@gmail.com
Connection: Dreasher worked with Tuttle over a year and a half period starting in February 2019 on a complex Castle Rock area estate process that involved an inspection, inventory, valuation, liquidation, and an expert witness letter regarding my role as an appraiser and consultant with the estate. The estate involved a variety of property that included fine art (sculptures, prints, paintings), furniture, and decorative furnishings.

Maria E. Drake x 1

The Drake Law Firm, P.C.
Golden & Greenwood Village, Colorado
(303) 261-8111
Marie@TheDrakeLawFirm.com
Connection: Appraisal provided for family division & subsequent insurance coverage.

Divorce / Marital Dissolution with Equitable Distribution – Fair Market Value 2020

Nicholas D. Jonson x 1

Beck, Jonson & Nolan, PC
300 Union Blvd., Suite 300
Lakewood, Colorado
(303) 278-3078
NDjonson@bjnLaw.com
Connection: Dreasher was selected from area appraisers to provide a rebuttal appraisal to another local area appraisal firm with accredited appraisers that had already completed an appraisal. Dreasher provided a 4-day inspection on the fine art of then two large collections. The inspection ended on October 29, 2020. The collection included prints, mixed media, ceramics, paintings, and sculptures for a total of 4,715 artworks, which was paired down to 354 report entries. After the appraisal was completed on November 8, 2020, Dreasher provided Mr. Jonson with litigation support. That support resulted in the other appraiser's admission that their report was not reliable or credible while testifying and was subsequently dismissed by the judge. Dreasher testified on November 17, 2020, as an expert witness on behalf of the inspection and conclusions presented in his appraisal report.

Michael L. Schechter x 2

The Schechter Law Firm, P.C.
8000 Maryland Avenue, suite 950
Clayton, Missouri 63105
(314) 727-7289
Mike@SchechterLaw.com
Connection: Dreasher was hired to perform a marital dissolution equitable distribution, fair market value appraisal in 2018. Unaccepting of the service bid that requested 2 days of inspection, opposing counsel only allowed for a single day inspection. As a result, Dreasher brought two teams (4 total from Art of Estates) and a jewelry appraiser onsite to the property in order to be able to appraise all the property in one day. The inspection and valuation process was a success, Dreasher's deposition was provided on May 14, 2018. Dreasher was subsequently hired again in 2020 for another St. Louis area marital dissolution and is scheduled to testify on March 29th, 2023. Both cases involved high net worth (HNW) parties.

Appraisal & Inventory of Museum Property & Acquisitions – Fair Market Value 2016-2022

Jacelyn Chambers x 2

Director of Hutchinson Art Center
Hutchinson, Kansas
(620) 663-1081
HutchinsonArtCenter@gmail.com
Connection: Art of Estates was hired to inspect and inventory the collection to ascertain condition and proper collection management in 2019. The fine art collection contained 2D and 3D and 344 entries. Dreasher was subsequently hired in 2022 to perform insurance coverage on their most valuable artworks.

Jennifer Rigsby x 10

Associate Registrar for Collections at Newfield's (formerly Indianapolis Museum of Art)
Indianapolis, Indiana
(317) 923-1331 x483
JRigsby@DiscoverNewfields.org
Connection: Dreasher has worked with Mrs. Rigsby over the course of the past 5 years working on non-cash charitable contribution donations that involved inspections ranging from 1 hour to 4-day inventory projects. Fine art to designer fashion.



2. Appraiser's Curriculum Vitae: Qualifications & Experience (updated 6/24/2024)

Brady L. Dreasher ISA CAPP, GPPA, CES, CAGA, WSET1
Brady@ArtofEstates.com
970.922.9068 (c)



Overview

Brady L. Dreasher entered the art field in 1998 and has served the arts industry as an appraiser, artist's representative, broker, art fair VIP director during Art Basel, exhibition curator, consignment contract negotiator, estate consultant, auction conductor, collector, private-treaty acquisition consultant, expert witness (deposing & testifying), and collection manager. After starting Original Art Brokerage in 2000 while attending Wichita State University, the company's name was changed in 2010 as it grew and transitioned into the nationally known and regionally recognized Personal Property Appraisal Firm known as Art of Estates.

As a member of the Better Business Bureau (accredited locations from Aspen to Indianapolis) and Angie's List with an A+ rating, Art of Estates director Dreasher brings a spectrum of experience to the evaluation field. After spending 10 years selling fine art privately and 5 more years with Kansas' largest privately-owned retail art gallery, Dreasher performed auctions, and estate sales, eventually dedicating himself entirely to the appraisal industry. Since 2012, he has been featured at 35 appraisal fair events across 4 states at museums, historical societies, libraries, and multiple PBS locations. This foundation of experience, coupled with educational training from trusted associations by attending more than 17 conferences and 54 antique and art fairs (including satellite fairs at Art Basel) across the United States since 2009 and in Italy (59th Venice Biennale) has added even more experience to his appraisal company's professional profile. Art of Estates, at Dreasher's pursuit, is also a professional member of the American Wine Society and a Level 1 Certification with the Wine & Spirits Educational Trust from London, United Kingdom. Accepted within court case proceedings as an expert, he has provided deposition and testimony three times since January 2018 for personal property in marital dissolution divorce proceedings within the states of Michigan, Missouri, and Colorado.

Art of Estates appraisal firm won the Better Business Bureau's coveted BBB Torch Awards for Ethics in Summer 2023. Dreasher is the recipient of the International Society of Appraiser's 2014-2015 Leadership Award and is a member of four respected appraisal organizations and was previously a member of multiple International Society of Appraiser committees. He has been featured in the coveted publications of the Miami Art Guide, Kansas City Public Television (KCPT), Hollywood Sentinel, Dallas Paper City Magazine, Kansas Public Television (KPTS), Indianapolis Monthly, Antique Trader Magazine, Art-Collecting of Seattle, Miami Herald, Kansas News (KSN), and Ocean Drive Magazine of Miami. Dreasher's also been televised on Channel 12 KWCH News of Kansas, Channel 10 KAKE-TV News of Wichita, PBS KPTS (Kansas Public Telecommunications Service) Channel 8 (multiple times), and broadcast on radio stations KCLY of Kansas and WIBC of Indianapolis, Indiana.

Academic Degrees, Professional Certifications, & Association Memberships

- ✓ Colorado-Wyoming Association of Museum (CWAM) Corporate Member – 2023
- ✓ Western Museums Association (WMA) Corporate Member – 2023
- ✓ Association of Midwest Museums (AMM) Corporate Member - 2023
- ✓ International Institute for Conservation of Historic & Artistic Works (IIC) Member – 2019 to present
- ✓ Wine & Spirits Educational Trust (WSET) Level 1 Certified – 2018 to present
- ✓ American Wine Society (AWS) Professional Member – 2018 to present
- ✓ International Society of Appraisers (ISA) Certified Appraiser Personal Property (CAPP) #120616889 - 2013 to now
- ✓ National Auctioneers Association (NAA) Graduate, Personal Property Appraiser (GPPA) – 2013 to present
- ✓ NAA: Certified Estate Specialist (CES) Certification – 2013 to present
- ✓ NAA: Auction Marketing Management (AMM) Candidate – 2013 to present
- ✓ Better Business Bureau (BBB) Accredited Business (multi-state) – 2013 to present
- ✓ Candidate, American Society of Appraisers (ASA) #99327 – 2012 to present
- ✓ Certified Appraisers Guild of America (CAGA) Member #11-0718054 – 2011 to present
- ✓ Wichita State University (WSU) – Bachelor of Arts – 2007
- ✓ Wichita State University (WSU) – Minors in Business Marketing & Entrepreneurship – 2005 & 2007

Appraiser Profession Courses & Related Continuing Education

- Sound Advice: Music & Celebrity Appraisals, Course 1593, International Society of Appraisers (ISA) – 2024
- The Art of Appraising Fine & Rare Wine, Course 1514, International Society of Appraisers (ISA) - 2024
- USPAP 2024/2025 7-hour Course (Los Angeles, California), Chapter #25 American Society of Appraisers (ASA) – 2024
- Judaica: Identifying Jewish Art, KSP International Society of Appraisers (ISA) - 2023
- Luxury Goods, Real & Fake: New Challenge for Appraisers, Handbags, KSP International Society of Appraisers - 2023
- USPAP 2022/2023, 7-hour Course (Hope, New Jersey) National Appraisal Consultants (NAC) - 2022
- Appraising Personal Property for IRS Non-Cash Charitable Contributions & IRS Estates 18-hr, Course PP400, ASA - 2022
- Appraiser Requalification 23-hour, Course 380, International Society of Appraisers (ISA) - 2021
- The ABC's of NFT's (Digital Art), Course 403, International Society of Appraisers (ISA) - 2021
- Mastering the Art of Object Descriptions, Course 4498, International Society of Appraisers (ISA) - 2021
- Working with Attorneys: What Appraisal Professionals Need to Know, Course PP115, ASA - 2021
- Art and the Law: Legal Issues for Collectors & Appraisers, Course PP120, American Society of Appraisers (ASA) - 2021
- A Defensible Appraisal Report, Appraisers Association of America (AAA) - 2021
- Planning Strategies for Fine Art & Collectibles Forum, Wealth Management Trust & Estates - 2020
- Working with Regional Auction Houses, Course 4509, International Society of Appraisers (ISA) - 2020
- Do not Drink & Appraise: Introduction to Appraising Wine, Course 4488, International Society of Appraisers – 2020
- History of Jade Course, Appraisers Association of America (AAA) – 2020
- Delivering Expert Testimony via Online Technology, Course AR120, American Society of Appraisers (ASA) - 2020
- Wine Assessment & Appraisal Practice Course, Appraisers Association of America (AAA) – 2020
- Alaska Native Art: Artifacts to Contemporary Craft, Course PP121, American Society of Appraisers (ASA) – 2020
- Part II: Home Furnishing & Accessory Currently Being Produced & Retailed, Class 4501, ISA - 2020
- Home Furnishings & Accessories Currently Being Produced & Retailed, Course 4490, ISA - 2020
- What is it? Petroliana & Automobilia, Course 4502, International Society of Appraisers (ISA) - 2020
- USPAP 2020/2021 (extended to 2023) 15-hour Class, (Hope, New Jersey) National Appraisal Consultants (NAC) - 2020
- Art Market Metrics: An Overview Course, Appraisers Association of America (AAA) - 2020
- Chinese Art Market, Challenges, Course PP144, American Society of Appraisers (ASA) - 2020
- What's New in USPAP 2020/2021, Course PP143, American Society of Appraisers (ASA) - 2020
- Recent Issues Regarding Charitable Contributions, Course PP146, American Society of Appraisers (ASA) – 2019
- Wine & Spirit Education Trust 1 & 2 Courses (Denver, Colorado) WSET – 2018 & 2019
- Impact of the New Tax Legislation Course, Appraisers Association of America (AAA) - 2018
- Foundations of Wine Course, Wine & Spirit Education Trust (Denver, Colorado) WSET – 2018
- Appraising Chinese Jade Carvings, Course 5940, International Society of Appraisers (ISA) - 2018
- Expert Witness, Advanced Testifying, & Report Writing, (multi-city) SEAK – 2012, 2013, 2014, & 2018
- Personal Property Report Writing, Course PP445 (Houston, Texas) American Society of Appraisers (ASA) - 2017
- Legal Pitfalls in Appraising Native American Art & Crafts, Course 4497, International Society of Appraisers (ISA) – 2016
- Mid-Century Modern & Everything Between (Mid Mod), Course 4500, International Society of Appraisers (ISA) - 2016
- Introductory to Dolls/Hello Dolly, Course 4424, International Society of Appraisers (ISA) – 2016
- Appraising Southwestern American Indian Pottery, Course PP118, American Society of Appraisers (ASA) - 2016
- USPAP 2016/2017, 7-hour Course (Cincinnati, Ohio), National Auctioneers Association (NAA) – 2016
- Fundamentals of Watch Appraising, Course 4489, International Society of Appraisers (ISA) - 2015
- Antiques & Residential Contents Designation Course (Chicago, Illinois), International Society of Appraisers – 2014
- Fine Arts Designation Course (Chicago, Illinois), International Society of Appraisers (ISA) – 2014
- USPAP Uniform Standards Professional Appraisal Class 2014/2015, 15-hour (Las Vegas, NV) NAA – 2013
- Graduate Personal Property Appraiser (GPPA) Course (Las Vegas, Nevada), NAA – 2013
- Auction Technology Specialist Course (Indianapolis, Indiana), National Auctioneers Association (NAA) – 2013
- Certified Estate Specialist (CES) Course (Indianapolis, Indiana), National Auctioneers Association (NAA) – 2013
- Core Course in Appraisal Studies (Toronto, Canada), International Society of Appraisers (ISA) – 2013
- Missouri Auction School, Nationwide Extended Classes (St. Louis, Missouri) – 2013
- USPAP 2012/2013 15-hour (Reston, Virginia), American Society of Appraisers (ASA) – 2012
- Art Crime Investigation Seminar (Philadelphia, Pennsylvania), Robert Wittman INC. - 2012
- Advanced Methodologies & Appraisal Report Writing, Course MD215, (Reston, Virginia), ASA – 2012
- Certification for Appraising Classes (St. Louis, Missouri), Certified Appraisers Guild of America (CAGA) – 2011

Appraiser Industry Conferences

- Foundation of Appraisal Education Conference, Susanin's Auctioneers (Chicago, Illinois), FAE / ISA - 2015
- Annual Personal Property Conference & International (New York City, NY), ASA - 2015
- Annual Assets Conference (Philadelphia, Pennsylvania), International Society of Appraisers (ISA) – 2015
- Annual Assets Conference (Kansas City, Missouri), International Society of Appraisers (ISA) – 2014
- Personal Property Insights & Issues Conference (San Francisco, California), ASA – 2014
- International Appraisers Conference (Arlington, Texas), American Society of Appraisers (ASA) – 2013
- Auctioneers Annual Conference (Indianapolis, Indiana), National Auctioneers Association (NAA) – 2013
- International Personal Property Conference Annual (San Antonio, Texas), ASA - 2013
- Estate Sale Conference (St. Louis, Missouri), EstateSales.net – 2013
- Trusts & Estates for Personal Property Appraisers: Fair Market Value (Arlington, Virginia), ASA – 2013

Appraisal Fairs, Professional Presentations, Positions, Philanthropic & Volunteer Activities

- AnyThink Library, Insurance Appraisal Presentation & Appraisal Fairs (x7) – Adams County, Colorado - 2024
- Kansas State Fair, Art, Antiques, & Vintage Toys & Memorabilia Judge – Hutchinson, Kansas - 2023
- The Regent: Legend Senior Living, Antique Appraisal Public Event – Wichita, Kansas - 2023
- Kansas Public Television Station / KPTS Channel 8 Televised Pledge Drive (x4), Wichita, Kansas – 2021 to 2023
- Foundation for Appraisal Education, Contributor to Benefactor Level Sponsor – 2014 to present
- Golden Fine Arts Festival, Art Fair, Golden, Colorado - 2019
- New Castle / Henry County Public Library, Appraisal Fair, New Castle, Indiana – 2019
- Albrecht Kemper Museum of Art, Meet the Appraisers Event, St. Joseph, Missouri – 2019 & 2021
- Kansas Public Television Station / KPTS Channel 8 Appraisal Fair, Wichita, Kansas – 2019, 2021 through 2024
- Kansas City Public Television / KCPT Channel 19, Appraisal Fair, Kansas City, Missouri – 2015, 2019 & 2024
- Jefferson County Belmar Public Library, What's it Worth, Appraisal Fair, Lakewood, Colorado - 2019
- Christian County Library Appraisal Fair Fundraiser in Ozark & Nixa, Missouri – 2017, 2018 & 2019
- Cherry Creek Arts Festival, Art Fair, Denver, Colorado - 2018
- Carmel Arts Council, Guild Member in Carmel, Indiana – 2016, 2017 & 2018
- Clay County Arts Council, Attic Appraisal Fair, Clay Center, Kansas – 2016, 2017 & 2018
- Watch Auction Preview & Scotch Tasting, Heritage Auction, Chicago, Illinois – 2018
- Beaver Creek Art Festival, Art Fair, Avon, Colorado - 2017
- Style Chicago: Art of Fashion & Fashion Chicago Runway & Exhibitors VIP (Chicago, Illinois) - 2016
- Style Bias: Street Style Fashion Presentation VIP, Chicago, Illinois - 2016
- Historic Brown County Art Gallery, Collector's Showcase Sponsor, Nashville, Indiana – 2016
- Elmcroft (formerly GreenTree) Assisted Living Appraisal Fair in Indianapolis, Indiana – 2016
- Meridian-Kessler of Indianapolis, Indiana Home Tour Appraisal Day Event – 2015 & 2016
- Kansas City Public Television Fundraiser Antique Appraisal Fair – 2015 & 2019
- Indiana Historical Society Appraisal Fair Fundraiser, Indianapolis, Indiana - 2015, 2016, 2017 & 2018
- International Society of Appraisers, Vice Chair, Marketing Committee, Chicago, Illinois – 2015
- Conference Planning Committee, Mural Arts Tour, ISA, Philadelphia, Pennsylvania – 2015
- International Society of Appraisers, Resource Development Committee – 2014, 2015 & 2016
- Expo Chicago Art Fair, Gala Opening & Art Fair, Chicago, Illinois – 2014
- Select Art Fair, VIP Coordinator, Artist Recruiter & Organizer, Miami, Florida – 2011 to 2014
- Mural Arts Philadelphia, Wall Ball Fundraiser, Philadelphia, Pennsylvania – 2013 & 2014
- Art & Autumn Bradley Fair, Speaker: Art as an Investment Portfolio, Wichita, Kansas – 2013
- Westside Christian Church Delano, Fundraiser Appraisal Fair, Wichita, Kansas – 2011 & 2012
- Acquisition Board Presenter, Nelson-Atkins Museum Print Society, Kansas City, Missouri – 2012
- Dallas International Art Fair, Vernissage, Dallas, Texas – 2011 & 2013
- amfAR, TWO x TWO First Look Art Gala Fundraiser, Dallas, Texas – 2011
- Art 4 Life, Fundraiser Event & Donor, Wichita, Kansas – 2011
- Art Basel Miami, Vernissage Invitational, Miami, Florida – 2009 to 2013
- Numana, Volunteer for Haiti Event, Meal Packing Event, Wichita, Kansas– 2009
- Mid-America Fine Arts Gallery, Art Broker, Dealer, & Curator, Wichita, Kansas – 2009 to 2014
- Art Aid, Art Donor & Fundraiser, Wichita, Kansas – 2004, 2005, 2007, 2009, 2010 & 2012
- Original Art Brokerage, (original owner of ArtBrokerage.com) Wichita, Kansas – 1998 to 2014

Personal Property Appraisal Experience



- Fine Art, Paintings, Prints & Sculpture (16th Century+ multi-Continent)
- African & Native American Pottery, Rugs, Basketry, & Artifacts
- Antiques, Vintage, & Mid-Century Designer Furniture
- Sterling Silver Flatware, Coins & Bullion
- Petroliana & Automobilia Collectibles
- Historical Memorabilia & Documents
- Sports, Hunting, & Fishing Equipment
- Utilitarian & Decorative Art
- Fine Wine & Spirits
- ATVs, UTVs, Automobiles & Trailers
- Appliances, Cabinets, & Housewares
- Designer Fashion Handbags & Accessories
- Musical Instruments & Audio Stereo Equipment
- Furnishings, Rugs, Clocks, & General Residential Contents
- Pre-Columbian Art & Artifacts (Central America, New World, Mexico)

Personal Property Appraisal & Consulting Services Provided

- Bankruptcy & Collateral Loan Appraisals using Market Value, Actual Cash Value, or Net Value
- Non-Cash Charitable Donations & Internal Revenue Service Estate Taxation
- IRS / Internal Revenue Service Appraisal Services (Taxes & Donation)
- Insurance Replacement Value, Coverage, & Cost for Scheduling
- Private Collection, Museum & Corporate Acquisition Consulting
- Divorce, Marital Dissolution with Equitable Distribution & Division
- Expert Witness Testimony, Deposition & Legal Appraisal Review
- Pre-loan Museum Inventory & Appraisal Valuation Services
- Client-centered Consignment Contract Negotiations
- Potential Sale Estimates (Estimated Range of Value)
- Authentication Analysis, Identification & Assistance
- Asset Marketing Plans & Long-term Exposure Goals
- Insurance Claim, Dispute, Resolution, & Settlement
- Inventory for Archival Storage & Moving Processes
- Mass Quantity Appraisals & Blockage Application
- Restoration & Conservation Consulting & Review
- Auction House Estimate of Value Consultations
- Art Loan Valuations for Collateral Procurement
- Collection Inventory Management & Curation
- Value-maximizing Auction Location Services
- Property Investigation & Research Services



Local & Regional Auction & Estate Sales (experience in valuing & selling wide ranges & levels of personal property)

- Fine Art, Books, Costumes, Furniture, Antiques, Decorative Arts, & Toys (Indianapolis, Indiana) - 2016
- Real Estate Multi-Parcel Auction of Investment Properties (Indianapolis, Indiana) - 2014
- Fashion, Memorabilia, Dec Arts, Paintings, Jewelry & Residential Contents (Andover, KS) - 2014
- Comics, Baseball Cards, Toys, Collectibles & Residential Contents (Haysville, Kansas) - 2013
- Antiques, Stereo Gear & Tools with Two Residential Contents (Wichita, Kansas) - 2013
- Workshop Tools, Stereo Electronics, China, & Residential Contents (Goddard, Kansas) - 2013
- Antiques, Coins, Jewelry, Tools, Residential Contents, & Office Furniture (Wichita, KS) - 2013
- Furniture, Antiques, Appliances, Electronics, & Residential Contents (Augusta, Kansas) – 2013
- Coins & Personal Property Auction (Saint Louis, Missouri) – 2013
- Crystal & Decorative Arts Auction (St. Louis, Missouri) – 2013

Notable Insurance Coverage Appraisal Projects (ending number represents report entries)

- Boulder Colorado – Contemporary Chicago (IL) & Los Angeles (CA) Based Collection - 37
- Gillette Wyoming – Public Collection of Western Paintings, Bronzes, Prints, & Outdoor Sculptures - 108
- Boulder Colorado - Fossils, Coins, Luxury Luggage, Music Instruments, Sports & Movie Memorabilia, Art - 46
- Grand Junction Colorado - Fine Art Paintings, Sculptures, Sports Memorabilia & Native American Rug - 38
- Indianapolis Indiana - 20th Century African Art, Photographs, Couture Clothing, & Designer Furniture - 71
- Manitou Springs Colorado - 20th Century Native American Weavings, Kachinas, Antiques, & Western Art - 33
- Wichita Kansas - 20th & 21st Century Fine Art Impressionist to Western Paintings, Prints & Sculptures - 63
- Denver Colorado - 20th & 21st Century Fine Art Paintings & Native American Weaving - 30
- Hutchinson Kansas - 20th Century Fine Art Impressionist & Western Paintings, Prints, Sculptures & Ceramics - 92
- Grand Junction Colorado - 20th & 21st Century Western & European Drawings, Sculptures, & Paintings - 60
- Indianapolis Indiana - 20th Century Cubist, Surrealist & Impressionist Prints, Paintings, & Sculptures - 42
- Snowmass Colorado - European Antiques, American Designer Furniture, Fine Art, & Persian Rugs - 84
- Richmond Indiana - 19th to 21st Century Antiques, Piano, Luxury Furnishings, Rugs, Silver, Prints, & Paintings - 72
- Edwards Colorado - 20th Century Canadian Inuit Sculptures, American Fine Art Paintings, & Sculpture - 33
- Zionsville Indiana - 20th & 21st Impressionist Fine Art Paintings & Decorative Arts - 41
- Lafayette Colorado - 20th & 21st Century European & American Fine Art Paintings, Prints & Sculptures - 39
- Aspen Colorado - 20th & 21st Century Fine Art Paintings, Prints, Sculptures, Drawings & Designer Furniture - 84
- Salina Kansas - 20th Century Western Fine Art Paintings & Drawings - 42
- Denver Colorado - 20th & 21st Century American, Cuban, & European Paintings, Prints, & Sculptures - 43
- Carmel Indiana - 20th Century African Shona Stone & Wood Carvings - 34
- Grand Junction Colorado - Public Art Collection - 19th Century to 21st Century Asian Art, Western Art, Decorative Art, & Historical to Vintage Native American Pottery & Weavings – 509

Insurance Claim Appraisal Assignments (many of our appraisals for divorces & claims never reach dispute status)

- Colorado Theft & Unjust Enrichment Lawsuit - Fine Art – counsel(s) stipulated to appraisal's valuation & admissibility
- Alabama Insurance Fire Claim - Large Fine Art Print Collection - case is currently stayed
- Texas Insurance Theft Claim – Fine Art Collection - case is currently stayed
- Nebraska Insurance Fire Claim – Antique Furnishings, Prints, Militaria, Records, Clocks, Trains, & Books – settled
- Missouri Insurance Fire Claim - Antique Glass & Historical Artifacts - settled after report completion
- Florida Insurance Fraud Claim - Fine Art Collection - case is currently stayed
- Kansas Insurance Flood Claim - Designer Clothing & West African Traditional Clothing - settled & case closed
- England Insurance Fraud Claim – Large Print Collection - case is currently stayed
- New Jersey Auction House vs Indiana Collector Case - Misrepresentation of Art (deemed forgery/fraudulent based on report evidence) - settled after report completion & presented
- California Moving Company Vs Kansas Private Party - Insurance Claim Damage Dispute – settled after report
- Missouri Insurance Tornado Claim – Petroliana & Automobilia Collectibles – settled after report completion
- Kansas Private Party vs PayPal / eBay - Misrepresentation of Designer Fashion Handbag (deemed forgery/fraudulent based on report evidence) - settled after report completion & presented

Divorce & Equitable Distribution Appraisal Reports (since 2016 – most never reach court status)

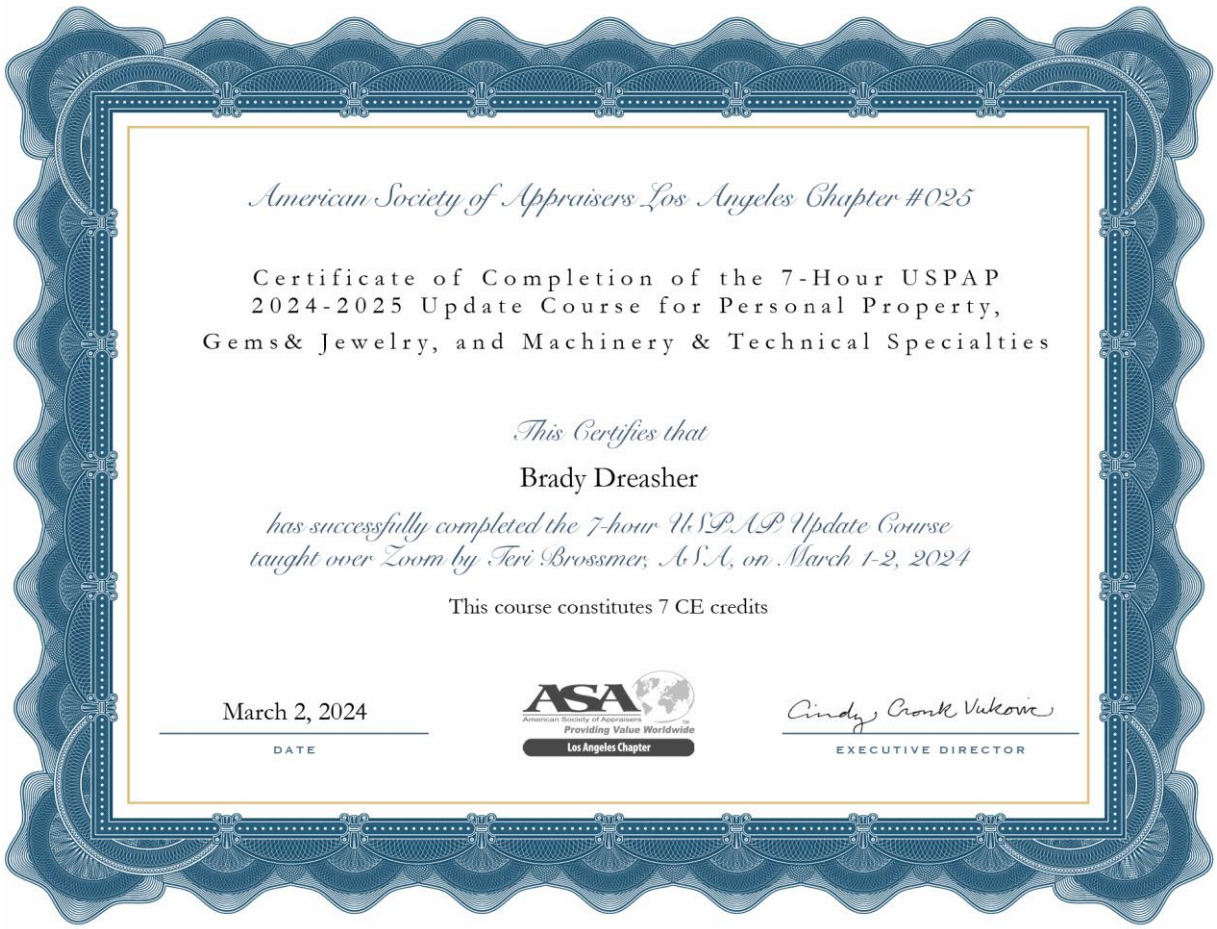
- Denver Colorado Divorce - Two Artist Estates: Ceramics, Etchings, Silkscreens, Paintings, Watercolors, & Drawings - **Testified** on November 17, 2020, then settled - 354 (4,715)
- Kansas City Kansas Estate Equitable Division - Asian Art, Vintage Furniture, Clocks, Rugs, & Antiques - 276
- Vail Colorado Divorce - Contemporary Art, Residential Contents, Luxury Furniture & Furnishings - 97
- Wichita Kansas Divorce - Mid-Century Modern Designer Furniture, Modern Art, Luxury Furnishings, Designer Handbags, Sterling Silver, Photography, Luxury Automobile, & Residential Contents - 270
- Franktown Colorado Estate Division - Asian Art, Fine Art, Persian Rugs, Antiques, & Decorative Arts - 139
- Omaha Nebraska Divorce - ATV, Golf Cart, Boat, Art, Furnishings, Furniture, Exercise Equipment, Wine Collection, Tools, Firearms, Luxury Designer Handbags, Sports Memorabilia - 334
- St Louis Missouri Divorce - Art, Furniture, Residential Contents, Electronics, Sports Memorabilia, Music Instruments & Related Vintage Gear – **Deposition** on May 14, 2018, settled - 281
- Breckenridge Colorado Divorce - Art, Electronics, Designer Furniture, Wine, & Residential Contents - 250
- Ladue Missouri Divorce - Competition Bicycles, Tools, Fine Art, Rugs, Sports Collectables & Designer Furniture - 66
- Indianapolis Indiana Divorce Case - Recording Studio Equipment, Pedals, Soundboards, Amplifiers, & Music Instruments - settled & case closed – 49
- Steamboat Springs Colorado Divorce Case - Wine Collection 119 Vintages, George Nakashima Furniture, Designer Furniture, SUV Vehicle, Fine Art, & Residential Contents - 294
- St Louis Missouri Family Equitable Distribution - Fine Art Ivory Sculpture Carvings & Ivory Tusk Collection – 53
- Wichita Kansas Divorce - Firearms, Purses, Coins, Household Contents, Contemporary Furniture & Furnishings - 242
- Tulsa Oklahoma Market Value - Fine Art, Antiques, Decorative Arts, Furniture, & Asian Art - 163
- Vail Colorado Market Value & Consulting - Fine Wine & Spirits Collection 1920-2010 Vintages - 308
- Grand Rapids Michigan Divorce - Colorado Art Collection - **Testified** on January 12, 2018, then settled - 16
- Noblesville Indiana Divorce - Art Collection of Artist Spouse - settled after report completion & presented - 159
- Council Bluffs Iowa Divorce - Antiques, Fine Art Photography, Coins, Comics, Sports Memorabilia, Office Equipment, Musical Instruments, & Furniture – settled after report completion - 150

Donation Non-Cash Charitable Contribution w/8283 Form & Gift Tax IRS Appraisal Submissions

Aspen Colorado Charitable Contribution IRS Donation – Designer Furniture, Furnishings, Fixtures, & Cabinets – 100
Boston Massachusetts IRS Donation – Fine Art & Contemporary Art Collection of Paintings, Prints, & Sculpture – 24
Grand Rapids Michigan IRS Museum Donation - Couture Fashion Runway Designer Clothing Collection - 123
Bloomington Indiana IRS Museum Donation – 17th Century Italian Master Copper Plate Etchings - 33
Aspen Colorado IRS Non-Cash Charitable Contribution - Professional Artist Studio with Letter Typeface - 125 (129,933)
Indianapolis Indiana IRS Museum Donation - Fine Art, Luxury Runway Designer Fashion, Accessories, & Clothing – 645
Topeka Kansas IRS Non-Cash Museum Donation – European Impressionist & American Fine Art Collection – 52
Lexington Kentucky Non-Profit Net Asset Scheduling – Sterling Silver Trophies, Award Sculptures, Fine Art & Toys - 311
Aspen Colorado IRS Donation - Cabinets, Appliances, Flooring, Granite, Wood Beams, Accent Lighting & Fixtures - 172
Kansas City Missouri IRS Donation - Northwest & Southwest Native American Art, Artifacts, Pottery, & Weavings – 252
Phoenix Arizona Museum Donation - Fashion Designer Clothing, Costume Jewelry, Textiles, Paintings & Drawings - 521
Aspen Colorado IRS Gift Tax – Designer Furniture, Luxury Furnishings, Antiques, Rugs, African Art, & Fine Art – 180

Noteworthy IRS Estate & State Filed Estate Probate Appraisals (since 2016 / bold is report entries 275+)

Cheyenne Wyoming State Probate – Native American Pottery, Coins, MCM Furniture, Decorative Arts & Sterling Silver - **457**
Aspen Colorado IRS Estate Tax – Fine Art Prints, Designer Artisan Glass, Books, Vintage Furniture & Residential Contents - 187
Lexington Kentucky - 20th & 21st Silver Trophy Equestrian Awards, Fine Art, Autographs & Toy Collectibles - **289**
Colorado Springs IRS Estate Tax – Rugs, Vintage Furniture, Ivory, Sterling Silver, Clocks, & Far East Art & Antiquities - **278**
Kansas City Kansas IRS Estate Tax – Native American Indian Pottery, Asian Art, Decorative Arts & Fine Art - **575**
Omaha Nebraska IRS Estate Tax – Fine Art, Persian Rugs, Books, Manuscripts, Luxury Furnishings & Residential Contents - **990**
Evergreen Colorado Estate Probate – Sterling Flatware, Decorative Arts, Antiques, Rugs, Fur Coats & Books - 170
Indianapolis Indiana Estate Probate – Antiques, Sterling Silver, Fine Art, Books & Residential Contents - 140
Greenwood Village Colorado IRS Estate – Designer Furniture, Silver, Electronics, Inuit, Native American, Fine & Folk Art - **300**
Wichita Kansas IRS Estate Tax – Shaker & Victorian Antiques, Civil War Flags, Firearms, Belt Plates, Currency & Books – **2,522**
Springfield Missouri State Probate – MCM Furniture, Art, Antiques, Vintage Stereo Equipment, Coins & General Contents - 199
Aspen Colorado IRS Gift Tax – Designer Furniture, Antiques, Electronics, Furnishings & Residential Contents - 180
Geuda Springs Kansas IRS Estate Tax – Farm Tools, ATV, Quilts, Vehicles, Generators, Coins & Residential Contents - 177
Boulder Colorado IRS Estate Tax - Antiques, Fine Art, Native American Rugs, Pottery & Clothing – **583**
Aspen Colorado IRS Estate Tax – Asian Arts, Fine Art, Vintage Collectibles, Furniture & Clothing - 253
Indianapolis Indiana Estate Probate - Artist Estate, Ivory, MCM, & Vintage Designer Furnishings - **404**
Beaver Creek Colorado & Dallas Texas IRS Estate Tax - Art, Designer Furniture & Residential Contents - **299**
St Louis Missouri IRS Estate Tax – Piano, Fine Art, Residential Contents, Posters, Sterling Silver, Rugs & Furniture - 149
Parker Colorado Estate Probate – Peruvian Furniture, Vintage Collectibles, Woodshop Tools, Art & Residential Contents - **275**
Topeka Kansas IRS Estate Tax - Art, Antiques, Glass, Porcelain, Silver, Rugs, Designer Clothing & Handbags - **867**
Vail Colorado IRS Estate Tax - Fine Art, MCM Designer Furniture & Residential Contents - 134
Indianapolis Indiana State Probate – MCM Furniture, Vintage Furnishings, Household Contents, Coins & Firearms - **339**
Wichita Kansas IRS Estate Tax - Antiques, Decorative Arts, Fine Art, Sterling Silver, Artifacts & Prints - 124
Boulder Colorado IRS Estate Tax – Designer Furniture, Decorative Arts, Luxury Handbags & Fine Art - 145
Aspen Colorado & Washington DC IRS Estate Tax - Art, Wine Antiques, Furniture & Native American - **619**
Palm Springs California & Wichita Kansas IRS Estate Tax - Antiques, Fine Art Paintings, Prints, Sculptures & Sterling Silver – 178
McPherson Kansas & Richmond Virginia IRS Estate Tax for Fortune 900 Company CEO - Native American Artifacts, Hunting Gear, Firearms, Ammunition, Wine, Boats, Decoys, ATVs, Farm Equipment & Residential Contents - 195
Aspen Colorado & Chicago Illinois IRS Estate Tax for Fortune 500 Company - Fine Art, Decorative Art, Asian Art, Mid-Century Designer Furniture, Luxury Furnishings, Rugs, Books & Residential Contents – **325**
Aspen Colorado / Palm Beach Florida / Malibu California IRS Estate Tax for Fortune 500 Company CEO - Decorative Art & Furnishings, Wine, Prints, Fine Art Photography, Fabergé Egg, & Designer Furniture - **760**
Aspen Colorado IRS Estate Tax – Designer & MCM Furniture, Coins, Firearms, Motorcycle, WWI & WWII Collectibles, Fine Art, Glass Insulators Collection, Guitars, Decorative Arts, Native American Weaving & Artifacts - **329**
Steamboat Springs IRS Estate Tax - Fine Art, Antiques, Ivory, Native American, African, Sports Memorabilia, Collectibles, Cameras, Specialty Firearms, Silver, Coins, Vehicles, Tools & Residential Contents - **3,154**
Kansas City Missouri & Miami Oklahoma IRS Estate Tax for Fortune 500 Company CEO - Fine Art, Artifacts, Electronics, Sports Equipment, Textiles, Outdoor Furniture, Decorative Furnishings & Designer Furniture - **310**
Aspen Colorado & Los Angeles California IRS Estate Tax for Fortune 500 Company CEO – Folk Art, Antiques, Decorative Art, Native American, Rugs, Antique Advertising, Sports Equipment, Textiles & Outdoor Furniture – **351**



American Society of Appraisers Los Angeles Chapter #025

Certificate of Completion of the 7-Hour USPAP
2024-2025 Update Course for Personal Property,
Gems& Jewelry, and Machinery & Technical Specialties

This Certifies that

Brady Dreasher

has successfully completed the 7-hour USPAP Update Course taught over Zoom by Teri Brossmer, ASA, on March 1-2, 2024

This course constitutes 7 CE credits

March 2, 2024
DATE

ASA American Society of Appraisers Providing Value Worldwide Los Angeles Chapter

Cindy Cronk Vukovic
EXECUTIVE DIRECTOR



INTERNATIONAL SOCIETY OF APPRAISERS

issues this certificate of

Certified Membership

to

Brady L. Dreasher, ISA CAPP

A Member in good standing who has agreed to abide by the Professional Standards and Code of Ethics set forth.

MEMBER NUMBER: 120616889 EXPIRATION DATE: 12/31/2025

Liz Crawford
LIZ CRAWFORD
EXECUTIVE DIRECTOR

ISA INTERNATIONAL SOCIETY of APPRAISERS
Certified Member

3. Reviews & Clientele List

Art of Estates - Art Appraisal & Consulting
5.0 ★★★★★ (42) · Estate appraiser
(720) 495-3753
Open · Closes 6 PM
"Rapid, Thorough, Accurate Appraisals!"

BBB Torch Awards for Ethics 2023 WINNER

BBB ACCREDITED BUSINESS

BBB Rating: A+
As of 3/31/2025
Click for Profile

Google Reviews can be found in each of our markets (with exception to Cincinnati, Chicago, & Colorado Springs where no Google Profiles exist yet) Art of Estates' first office and Better Business Bureau location originated in Wichita, Kansas. The logo above is clickable and will take you to BBB verified reviews. The list below has not been updated in 3 years but does provide a brief look at the number of clients we have served over the years. A running internal list of our past clients includes more than 485 Museums, Art Associations, Law Firms, Art Galleries, Frame Shops, Conservators, Banks, Institutions, Foundations, Public Trusts, Universities, Auctions, Schools, Foundations, Libraries, and Corporations. This list of 485 does not include private parties confidentially served. Since 2010, Art of Estates has delivered more than 730 signed, certified, and USPAP-compliant appraisal reports as of this quote.

McGuire Woods LLP, Richmond, Virginia
Liberty Mutual Insurance, Golden, Colorado
Heidman Law Firm, P.L.L.C., Sioux City, Iowa
Looking Sharp LLC, Loveland, Colorado
Intrust Bank, Wichita, Kansas
State Farm Insurance Agency, O'Fallon, Missouri
Neot Ephratah Academy, Council Grove, Kansas
Streng, ESQ, Georgetown, Colorado
Liberty Mutual Insurance, Seattle, Washington
Entegra Technology Solutions, Indianapolis, Indiana
Florida Homes Realty & Mortgage, Melbourne, Florida
WSU Foundation, Wichita Kansas
Drake Law Firm, PC, Golden & Greenwood Village, Colorado
Heida Law Firm, Omaha, Nebraska
Swope Museum of Art, Terre Haute, Indiana
Liberty Mutual, Boston, Massachusetts
Faegre Drinker Biddle & Reath LLP, Denver, Colorado
Moss Adams CPA & Consulting, Eugene, Oregon
Stephen Sprouse LLC, Traverse City, Michigan
Paul M. Cowan & Associates, P.A., Palmetto Bay, Florida
Beck, Jonson & Nolan, PC, Lakewood, Colorado
Don Mill Law Office, Cheyenne, Wyoming
Yampa Valley Bank, Steamboat Springs, Colorado
Society of St. Vincent de Paul, Wichita, Kansas
Weiss and Van Scoyk, LLP, Steamboat Springs, Colorado
Global Academic Consultants, Boulder, Colorado
Kansas Public Television, Wichita, Kansas
J. G. Elliot, Insurance Center, Scottsbluff, Nebraska
Platte Valley Bank, Scottsbluff, Nebraska
Washburn University, School of Law, Topeka, Kansas
AIG, Art Collection Management, West Palm Beach, Florida
Nadeau's Auction Gallery, Windsor, Connecticut
HMK Properties Estate Investment, St Louis, Missouri
Roanoke Insurance Group, Houston, Texas
Della & Zella Interiors, Aspen, Colorado
Bank of America, Estate Settlement Branch, Washington DC

Leslie Hindman Auctioneers, Denver, Colorado
Corbett's Auction House, Denver, Colorado
Slotin Folk Art Auction, Buford, Georgia
Customized Estate Sales, Wichita, Kansas
Denver Museum of Nature & Science, Colorado
Sarkovics Law, Carmel & Indianapolis, Indiana
Southwest National Bank, Wichita, Kansas
Bonham's Auctions, San Francisco, California
Lloyds of London, United Kingdom
Emprise Bank Collection, Wichita, Kansas
Chubb Insurance Group, Alabama
Great Northern Insurance Company, Indianapolis, IN
Wichita Art Museum, Kansas
Gavin Spanierman Gallery, Manhattan, New York
Trenna S. Parker Law Office, Noblesville, Indiana
Fort Hays State University, Kansas
Doan-Bezner Attorneys at Law, Rancho Palos Verdes, CA
Coutts Museum of Art, El Dorado, Kansas
Indiana Home Auctions, Danville, Indiana
Wichita State University, Wichita, Kansas
Firestone Fine Art, Miami, Florida
Van Witt Fine Art Conservation, Kansas City, Kansas
Farmers Insurance, Indianapolis, Indiana
Lester Raymer Society Museum & Red Barn Studio, Lindsborg, Kansas
Baltzell Design, Philadelphia, Pennsylvania
Farmer's Alliance Insurance Companies, Salina, Kansas
Thunderbird Foundation | Maynard Dixon Home, Mount Carmel, Utah
Southwestern College, Winfield, Kansas
Nationwide Insurance, Kansas City, Missouri
Wichita Historical Society, Kansas
Wayne County Historical Museum, Richmond, Indiana
Mid-America Fine Arts Gallery, Wichita, Kansas
New Orleans Auction Galleries, Louisiana
Carriage Factory Art Gallery, Newton, Kansas
Kansas City Auction Company, Missouri
Haysville Municipal Library, Haysville, Kansas

E.Central, Denver, Colorado
DECO Insurance Agency, Laurie, Missouri
Indianapolis Museum of Art, Indianapolis Indiana
Armed Forces Insurance Exchange, Leavenworth, Kansas
Sharpnack Bigley Stroh & Washburn LLP, Columbus, Indiana
Lupien Insurance Group Travelers Insurance, Aurora, Colorado
Old National Bank & Wealth Management, Columbus, Indiana
East West Resorts & Beaver Creek Mountain Lodging, Avon, CO
Cornhusker Bank, Lincoln, Nebraska
Wells Fargo Advisors, Fort Worth, Texas
Goshen Public Library, Goshen, Indiana
State Farm Insurance, Carbondale, Colorado
Hooverwood Jewish Home, Indianapolis, Indiana
Stucker Fisher Investment Group, Fort Worth, Texas
Edward Jones Financial Advisor, Boulder, Colorado
Dolan & Associates, P.C. Attorney at Law, Westminster, CO
Tabor Christian College, Hillsboro, Kansas
Silversmith Legal, Vail, Colorado
Heritage Auction, Beverly Hill, California
USAA Casualty Insurance Company, Kansas City, Missouri
The Little Nell, Aspen, Colorado
Roane Architecture, Santa Rosa, California
Gaughan & Connealy Estate Planning, Overland Park, Kansas
Elder Law Source, Greenwood Village, Colorado
Brown & James Law Firm, St Louis, Missouri
Freedom Hooves Therapeutic Riding Center, Wichita, Kansas
Wine Bid, Napa, California
The Frame Shop & Franklin Barry Gallery, Indianapolis, Indiana
Dolan & Associates, P.C. Attorney at Law, Brighton, Colorado
Simon Reed & Salazar, Miami, Florida
Farmers Insurance, Salina, Kansas
Engel & Völkers, Aspen & Snowmass, Colorado
City Chamber of Commerce, Council Grove, Kansas
Cincinnati Insurance, Fort Wayne, Indiana
Rhinestone Exchange, Westminster, Colorado
Mousel, Brooks, Schneider & Mustion, P.C., McCook, Nebraska
AIG (American International Group), Denver, Colorado
Heilman Law Office, Council Grove, Kansas
Luxury Estate Managers of Aspen, Colorado
The Benton House, Indianapolis, Indiana
UniGroup Moving, Fenton, Missouri
Farmers Insurance, Centennial, Colorado
RR Auction, Boston, Massachusetts
Insurance Store Inc., Chesterfield, Missouri
Newfields Museum of Art, Indianapolis, Indiana
Chubb Group of Insurance Agency, Kansas City, Missouri
Concordia University, Seward, Nebraska
Thomas Waterman Wood Gallery, Montpelier, Vermont
Southern Utah University, Cedar City, Utah
Fireman's Fund Insurance, Shawnee Mission, Kansas
Susanin's Auctioneers, Chicago, Illinois
Art & Frame, Wichita, Kansas
Carmel High School, Carmel, Indiana
Legend Fine Arts Gallery, Kansas
Masterson Properties Property Management, Indianapolis, IN
Beauchamp Gallery, Topeka, Kansas
Midwest Energy Partners, Indianapolis, Indiana
Philanthropist Timothy Johnson, Fort Hays, Kansas
Melody's Estate Sale, Logansport, Indiana
Pratt County Collection, Kansas
Frame Designs Custom Picture Framing, Carmel, Indiana
McCurdy Auction Real Estate Specialists, Wichita, Kansas
Allstate Insurance, Carmel, Indiana
Vernon Filley Art Museum, Pratt, Kansas
Dayton Art Institute, Ohio
Westside Delano Church, Wichita, Kansas
Moonshot Gallery, Noblesville, Indiana
Kansas City Public Television, Kansas City, Missouri
Nelson-Atkins Museum, Kansas City, Missouri
Foulston Siefkin Legal LLP, Wichita, Kansas
Sotheby's Auction, New York City, New York
Premier Insurance Services, Miami, Florida
Friends University, Wichita, Kansas
Indiana Historical Society, Indianapolis, Indiana
Adamson-Duvannes Gallery, Los Angeles, California
Meridian-Kessler Association – Indianapolis, Indiana
Art Link International, Palm Beach, Florida
Selective Insurance, Carmel, Indiana
Service Master Restore & Recovery, Kansas City, Missouri
Indianapolis Art Museum, Indiana
Ulrich Museum of Art, Wichita, Kansas
Ontario Systems, Muncie, Indiana
Mesirow Insurance Services INC, Chicago, Illinois
Farm Bureau Insurance, McPherson, Kansas
The China Cellar, Philadelphia, Pennsylvania
Indiana Association of Realtors, Indianapolis, Indiana
University of Kansas, Lawrence, Kansas
McDougall Fine Arts, Gloucester, Massachusetts
Pittsburg State University, Kansas
GreenTree Assisted Living, Fort Harrison, Indiana
Bonham's Auctions, Los Angeles, California
Community Bank of Raymore, Baxter Springs, Kansas
Seigfreid Bingham, Kansas City, Missouri
Frame Guild Restoration, Wichita, Kansas
Another One's Treasure, Indianapolis, Indiana
MK Consignments, Wichita, Kansas
SELECT Art Fair Miami, New York City, New York
Birger Sandzén Memorial Art Gallery, Lindsborg, Kansas
Everything But the House, Indianapolis, Indiana
Art Gallery XII, Wichita, Kansas

Whalen Law Office, Wichita, Kansas
Bentley Cellars, Walnut Creek, California
Akerman LLP, Miami, Florida
State Farm Insurance, Aurora, Colorado
Kahrs Law Offices P.A., Wichita, Kansas
Mata Photography, Hickory, North Carolina
Heritage Auctions, Dallas, Texas
Northwestern Mutual, Los Angeles, California
United States Marine Corps Reserve, Omaha, Nebraska
State Farm Insurance, Lakewood, Westminster, Colorado
Haven Art Group, Chicago, Illinois
Chubb Group of Insurance Companies, O'Fallon, Missouri
Bennett & Kennedy PLC, Scottsdale, Arizona
ACE Limited Insurance Company, Edmonds, Washington
Denver Art Museum, Denver, Colorado
Chubb Insurance Company, Texas
Magnatone USA, St. Louis, Missouri
Ebbinghouse Law Group, Indianapolis, Indiana
KC Auction & Appraisal, Kansas City, Missouri
Hawker Beechcraft General Aviation, Wichita, Kansas
Joslyn Art Museum, Omaha, Nebraska
Lane County Historical Museum, Dighton Kansas
Morris Funeral Homes, Andover, Kansas
Ciccone Law ESQ LLC, Denver, Colorado
State Farm Agency, Lincoln, Nebraska
Hospital Sisters of St. Francis, Springfield, Illinois
Schechter Law Firm, Saint Louis, Missouri
Textron Aviation, Wichita, Kansas
Major Hospital Foundation, Indianapolis, IN
Reno County Museum, Hutchinson, Kansas
Clay County Art Council, Clay Center, Kansas
Christian County Library, Springfield, Missouri
Wiebold Restoration Studio, Cincinnati, Ohio
Cohen Garelick& Glazier Attorneys at Law, Indianapolis, IN
Rago Arts & Auction Center, Lambertville, New Jersey
Stifel Financial Advisors, Saint Louis, Missouri
Earlham College, Richmond, Indiana
Beloit Auction & Realty, Beloit, Wisconsin
Sherri Roizen Estate Jewelry, Indianapolis, Indiana
Attic to Appraisals, Naperville, Illinois
Amanda McGhee Appraisals, St. Louis, Missouri
Bauer Kloeckener Rose Appraisers, St. Louis, Missouri
Cornejo & Sons Construction, Wichita, Kansas
Lane Powell Law Firm, Seattle, Washington
Professional Cargo Services, Wichita, Kansas
Arnie Nudell Estate, Beaver Creek, Colorado
Cessna Aviation, Wichita, Kansas
Richmond Art Museum, Richmond, Indiana
J.H. Berra Construction Company, Saint Louis, MO
Matthew Bullock Auctioneers, Ottawa, Illinois
Brownsburg High School, Brownsburg, Indiana
Chubb Insurance Group, Indiana
Armstrong Chamberlin, Haysville, Kansas
Albrecht-Kemper Museum of Art, Saint Joseph, Missouri
Wesley Medical Center, Kansas
Chubb Insurance Company, Arkansas
Heartland Coin Gallery, Andover, Kansas
Bethany College, Lindsborg, Kansas
Farmers Insurance, Joplin, Missouri
Clay County Arts Council, Kansas
Christian County Library Foundation, Ozark, Missouri
Bessemer Trust, New York City, New York
Merrill Lynch Di Lanni Financial, Aspen, Colorado
Milfam LLC / Lima Advisory, West Palm Beach, Florida
McGinn Law Firm, Council Bluffs, Iowa
Freeport-McMoRan, Phoenix, Arizona
Snowmass Select Properties, Snowmass, Colorado
Fortner & Short CPA, Wichita, Kansas
Leamon, Peterson & Bello Adjusters, Overland Park, Kansas
Redline Consulting, Denver, Colorado
Ameriprise Private Wealth Advisory, Council Bluffs, Iowa
Auto Owners Insurance, Independence, Missouri
SLAB Limited Liability Corporation, Wichita, Kansas
Bessemer Trust, Denver, Colorado
Woody Auction, Augusta, Kansas
Hoffman, Sabban & Watenmaker, Los Angeles, California
Independence Claim Branch, Independence, Missouri
Summit Medical Center Foundation, Frisco, Colorado
Camp High Hopes, Sioux City, Iowa
National Mining Hall of Fame & Museum, Leadville, Colorado
Frascona Joiner Goodman & Greenstein, Boulder, Colorado
Ritz-Carlton Hotel & Luxury Resort, Sarasota, Florida
Lewis Art Consulting, Englewood, Colorado
Case Antiques, Nashville, Tennessee
Marquette Manor Senior Living, Indianapolis, Indiana
Gresham Savage Nolan & Tilden, PC, San Diego, California
Biloxi Marsh Lands Corporation, New Orleans, Louisiana
Eichner Law Firm Trial Lawyer, Denver, Colorado
Hutchinson Art Center, Hutchinson, Kansas
Ameriprise Financial, Nebraska City, Nebraska
Alimco Financial Corporation, West Palm Beach, Florida
Centura Health Physician Group, Centennial, Colorado
CHUBB Group of Insurance, Denver, Colorado
Flying Moose Antique Mall, Wichita, Kansas
Indiana University, Bloomington, Indiana
Hays Insurance Broker, Minneapolis, Minnesota
Jefferson County Belmar Library, Lakewood, Colorado
Vail Valley Foundation, Vail, Colorado
Summit Hill Insurance, Lees Summit, Missouri
Freeport Foundation, Empire, Colorado

From: finance hurdgallery.com <finance@hurdgallery.com>
Sent: Friday, April 4, 2025 3:56 PM
To: Aaron Wilder <a.wilder@roswell-nm.gov>
Subject: Values on damaged art

Good Afternoon Aaron,

Please find attached a spreadsheet listing the original art, page number corresponding with the list you provided and the artist who did each piece.

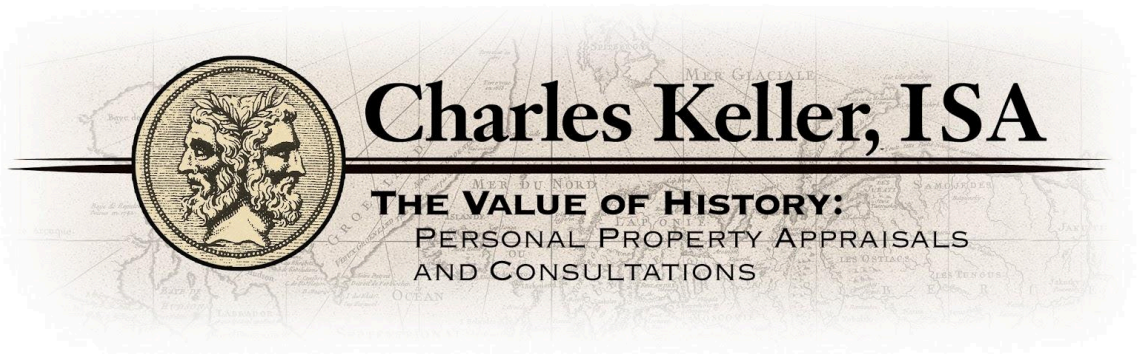
After much discussion with Michael Hurd, colleagues and quite a bit of preliminary work, we have determined that our fee would be $200.00 per original piece of art, as listed on the spreadsheet. We will include, at no cost, the studies for the finished pieces and the offset lithographs.

The total charge will be $11,400.00, of which half will be required in advance ($5,700.00).

Should this amount be approved, we will put a team to work on this project and would anticipate it's completion within two to three weeks.

If there are further questions or concerns, please do not hesitate to contact me. As always, we look forward to working with the Roswell Museum in their recovery efforts and in furthering the Hurd/Wyeth legacy.

Kind Regards,
Joan Park
Executive Director
575-937-1280 (cell)



charlesrkeller@gmail.com
www.charleskeller.net

Estimate/Proposal for USPAP Compliant Insurance Replacement Value Appraisal Report
Roswell Museum and Art Center
1011 N Richardson Avenue
Roswell, NM 88201

July 24, 2025

Dear Caroline Brooks,

This estimate and process overview addresses the generation of a USPAP-compliant retrospective appraisal report for insurance replacement value, adhering to the report-writing standards of the International Society of Appraisers.

Retrospective Appraisal Defined
Retrospective appraisals provide a value conclusion as of an effective date, which is prior to the date of the report. A retrospective appraisal mentally goes back in time to the effective date and applies data as of that earlier date and not after.

Process
USPAP-compliant appraisals may be conducted based on client-provided information and photographs. At the present time, it does not seem that the archive contents will be available for my personal inspection owing to the delicate conservation process. This will appear in my report as a **limiting condition**.

It has been agreed that the appraised value will be estimated to the best of my ability from the information provided or later discovered.

If it is determined at a future date that the archive - either in whole or part - will be available for inspection and travel is warranted, I am willing to go to the facility. This will generate travel and accommodation costs beyond the estimate provided in this document. My transportation time cost is $50 per hour plus accommodation.

Items Expected
The documents, photographs, letters, notes, monographs, etc, as well as their numbers, will be defined to the best of their ability by the Roswell Museum and Art Center's database. Additions (or deletions) provided by conservators will be welcome, of course.

Report
The final USPAP-certified retrospective appraisal report will be written for the **specific intended use of establishing insurance replacement value** for the time just before the items were damaged, and will not be valid

for any other use. The finished report will be transmitted to you as a PDF. In addition to forwarding to an insurance company, the museum is licensed to make copies available internally for governing board members, trustees, etc.

The report will include a confidentiality clause guaranteeing the appraised items' values will **not** be publicized or released by me unless ordered by a court of law.

To address the museum's goals, the report's **effective date** will be October 18, 2024 - the day before the damage occurred.

I estimate **20 billable hours** for the project, including my work on consolidating lists and any other clerical necessities, plus complete market research, analysis, report writing, and USPAP certification. I will account for the total hours spent on the project in the final invoice, which will be sent before releasing the report. You have requested the final report to be ready by October 2025, which I think is realistic.

Based on the hours estimated above, the total appraisal cost is expected to be $3,500.00.

Please let me know if you have any questions.

Thank you very much for considering me for this significant project. I look forward to hearing from you soon!

Sincerely,



Charles Keller, ISA AM

MIDWEST ART CONSERVATION CENTER

Midwest Art Conservation Center
2400 Third Avenue South Minneapolis, MN 55404 612-870-3120

Owner: Roswell Museum and Art Center
Contact: Caroline Brooks, Museum Director
Address: PO Box 1838
Roswell, NM 88202

Phone: 575-500-0357
Project No.: 26.11579.1
Artist:
Title: Site Visit
Medium:
Dimensions:
Marks:

Project Proposal

The following proposal is for two MACC conservators (one Object Conservator, one Painting Conservator) to travel to The Roswell Museum in Roswell, NM. The purpose of the site visit, is for the conservators to conduct a general review of approximately 3000 objects affected by the October 2024 flood, in order to work with museum staff to develop a conservation plan.

Objects/collections in need of review include:
· About 1200 Goddard rocket pioneer artifacts (including medium to smaller rocket parts and tools along with larger/heavier workshop equipment)
· About 2000 paintings, sculptures and historical artifacts in need of light cleaning from flood silt with some requiring a review/addressing of humidity damage.
· Three 1930s tin chandeliers, which are in need of cleaning, inspection of soldered joints and rewiring
· A larger metal sculpture with a neon component by Ken Little (it represents a metal picnic bench with cast heads)
· A larger fiberglass sculpture by DuWain Valentine
· A larger fiberglass sculpture with an electrical component by Luis Jimemez
· And a few small to medium sized sculptures by Rory Alvarez, Delwin Christensen, Audrey Grassi, Koi Neng Liew, Shirley Stark, and Jeremy Thomas

The conservators will plan to be on site for one and a half days. During which they will review accessible collection material to gain a general understanding of condition issues present as a result of the flood and exposure to high humidity levels. The conservators will also spend time with museum staff to discuss conservation priority, treatment logistics, and timeframe. The goal is for the conservators to obtain as much information as possible to develop a comprehensive conservation

plan.

After the site visit, the conservators will write a summary of the site visit, providing recommendations as appropriate and treatment proposals for batch treatments to take place either in New Mexico or at MACC. As time permits during the site visit, information will be gathered to write individual treatment proposals for large scale/complex objects such as the chandeliers and the Luis Jimemez sculpture.

Upon approval of this proposal, the conservators will coordinate the site visit with museum staff.

1 Travel to/from Roswell, NM

2 Site visit.

3 Upon return, develop treatment plan and write proposals.

Total Project Cost $14,275.00

Conservator: Megan Emery
Proposal Date: 7/23/2025
Client: Roswell Museum and Art Center
Project No.: 26.11579.1

This quoted price is valid for six months. The undersigned authorizes and directs the Midwest Art Conservation Center (MACC) to examine, photograph and perform the steps/treatment outlined above and specifically authorizes the commencement of work as written in the Project Proposal and further consents for MACC to take such action as MACC deems appropriate in connection with the steps/treatment, subject to all terms and conditions appearing on the MACC TERMS AND CONDITIONS document which are expressly incorporated into this agreement. The undersigned also warrants: (i) that the undersigned is the sole owner or MACC client of the object(s) described above; (ii) that they have full authority to deliver the object(s) to MACC for the steps/treatment proposed above; (iii) the proposed steps/treatment is for the benefit of the object (s) described above, and that (iv) the object(s) is/are fully insured by the owner or MACC client against any and all losses and that such insurance will be in place from the time the object(s) is/are delivered to MACC or MACC assumes control onsite of the object(s) until received back by the owner/MACC client. In addition, if the undersigned is not the owner, the undersigned warrants that s/he/it has authority to authorize MACC to commence work and bind the owner, or applicable party, to pay MACC for services rendered and to be rendered. The MACC client agrees to pay the costs of all conservation work not exceeding the above estimated cost by more than ten percent (10%) without the express written approval of the owner or MACC client, and hereby grants MACC a lien on the item to secure payment of such charges. The owner and MACC client hereby grants release to MACC of all claims to make or use images of the item for archival, educational, website or any other publications. All transportation and insurance costs are the responsibility of the MACC client of the item.

Authorized by:_____ **Date:**_____

Print Name: _____ **Title:**_____

The **Midwest Art Conservation Center** uses **Facebook** and **Instagram** to inform and educate the public on conservation and preservation work. We would appreciate being tagged in any social media posts regarding this project so that we can further share with our constituents. Find us on Facebook at **Midwest Art Conservation Center**, and on Instagram at **@preserveart**.

Would you like images of this project? **Yes** _**No**

July 10, 2025

Client: **Caroline Brooks** | Museum Director
Roswell Museum
PO Box 1838, Roswell, NM 88202
575-500-0357

Prepared by: Alison Leard, Director
Lucinda Linderman, Sr. Conservator
Joy Carlsen, Objects Conservator

Pacific Coast Conservation is pleased to submit this proposal for a trip to the Roswell Museum to assess various sculptures and historic artifacts for conservation following the museum's flood damage in October 2024. Assessments will be carried out at 1011 N Richardson Ave, Roswell, NM 88201 and other off-site storage spaces where the collection has been moved temporarily for safety and security while the museum is being renovated.

Goal:
The purpose of the visit is to conduct a general assessment of pieces in the collection that require conservation, and to develop plans for the treatment and transportation of the collection to the PCC studio. When developing a plan, if keeping artifacts local in Roswell is the most efficient and cost-effective option, that will be implemented. All options will be evaluated to achieve the best outcome for the collection while respecting budget constraints.

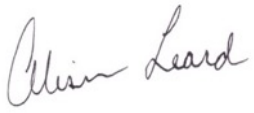
Estimate

Director	16 hrs. @ $175 per hr.	$2,800.00
Conservator	16 hrs. @ $165 per hr.	$2,640.00
Travel Time (Los Alamos /Roswell)	16 hrs @ $115 per hr	$1,840.00
Mileage	452 miles @ $.70 per mile	$316.40
Hotel (2ppl x 2 nights)	4 nights @ $110 per night	$440.00
Per Diem (2ppl x 2 days)	4 days @ $68 per day	$272.00

Total Estimate: $8,308.40

Thank you for your consideration of this proposal. Please do not hesitate to contact us with any questions regarding our protocol, experience, or costs.

Proposed by:



Alison Leard, Director
July 10, 2025

Accepted by:

Caroline Brooks, Director, Roswell Museum
Date:

Note: PCC will provide all labor, materials, and standard liability insurance for this work. PCC carries liability insurance in the amount of $2,000,000.00 total, $1,000,000.00 per incident. The client will provide access to water, electricity, parking for one car adjacent to the site, and sanitary facilities. If not provided, additional equipment costs may be necessary. No special insurance, permits, fingerprinting, background checks, or other bonds and licenses are included in these cost estimates. Estimates assume that work will be carried out in continuous sessions during daytime working hours between the hours of 8 AM and 6 PM.



3. Fees/Deposit.

a. Fees. The Fees for the Services are as follows:

Total Conservation Fee:	$10,130.00
Laboratory Materials Fee:	$1,010.00
***Total:**	**$11,140.00**

Approved Items: #21, 23, 158

**Invoicing for the above fees will be submitted directly to the city of Roswell*

Any Specifications: See page 2

No storage fees will be charged during the treatment of the Property and for forty-five (45) days after The Conservation Center notifies the Client that treatment has been completed, but will commence at a rate of $4.00/month/cubic foot of Property beginning on the 46th day after such notification if the Property remain in The Conservation Center's possession.

Storage fees of $4.00/month/cubic foot of Property will apply for items unapproved for treatment.

b. Deposit. Given the estimated Fees above, a Deposit in the amount of 50% of the total costs of Services within fifteen (15) days of the Effective Date (as defined in the signature block below) of this Service Proposal. Upon receipt of signed proposal, The Conservation Center will provide an invoice and details for methods of payment.

IN WITNESS WHEREOF, this Service Proposal No. 51229_51270_1 Priority Items (Collection 3) has been entered into as of the Effective Date below.

THE CLIENT:

Client Signature: _____ **"Effective Date":** _____

Print Name: _____

Accepted by TCC as of the Effective Date:

TCC Signature: _____

Print Name: _____

Title: _____

Roswell Museum

Specifications:

- Item 21: Frame option B (replacement frame). Return replaced framing materials; do not discard.
- Item 23: Return replaced framing materials; do not discard.
- Item 158: Frame option B (replacement frame). Return replaced framing materials; do not discard.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Regular City Council Meeting 19.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider approval of a budget adjustment in the amount of $129,405.88 to accommodate a payment from the fine art insurance claim from the October flood. (Corn/Brooks)

BACKGROUND:
Initiated by: Caroline Brooks

This request is for a budget adjustment to accommodate a payment from Huntington T. Block Insurance Agency, Inc. for two portions of the claim:

1. Artwork lost that was on loan by exhibition and consignment artists for payment to the artists to cover their losses ($126,105.88)
2. Reimbursement for appraisal services ($3,300.00).

FINANCIAL CONSIDERATION:
Funding Source: An increase to revenue line times 2611 489100 in the amount of $129,405.88 and an increase to expense line 26114221 612500 in the amount of $129,405.88. Payment will be received from Huntington T. Block Insurance Agency, Inc.

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

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval (5-0) at their meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 20.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of purchases over $60,000 pursuant to the City's Purchasing Policy. (Corn/Martinez)

BACKGROUND:
Initiated by: Amalia Martinez

Pursuant to the City's Purchasing Limits Policy, expenditures over $60,000 require committee recommendation to the City Council for approval.

FINANCIAL CONSIDERATION
The requested item was included in the FY26 Budget.

- 11014013-712701

LEGAL REVIEW:
Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at its meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

NMML FY25-26 Annual Dues (COR) $75,000

Dues Invoice 2025-2026

New Mexico Municipal League
PO Box 846
Santa Fe, NM 87504-0846

Invoice #	PO Number	Invoice Date	Notice Date	Due Date	Balance Due
15058		8/15/2025	8/15/2025	Upon Receipt	$75,000.00

Bill to:
Amalia Martinez
City of Roswell
Clerk
PO Box 1838
Roswell, NM 88202-1838

Ship to:
Amalia Martinez
City of Roswell
Clerk
PO Box 1838
Roswell, NM 88202-1838

Item Description	QTY	Rate	Total
NMML Dues July 1st 2025-June 30th 2026 (City of Roswell)	1	$75,000.00	$75,000.00

Total Invoice	**$75,000.00**
Payments	**$0.00**
Balance Due	**$75,000.00**

Please detach and return

Invoice #	PO Number	Invoice Date	Notice Date	Due Date	Balance Due
15058		7/15/2025	7/18/2025	Upon Receipt	$75,000.00

Amalia Martinez
City of Roswell
Clerk
PO Box 1838
Roswell, NM 88202-1838

Payment: ___Check ___AMEX ___MC ___ VISA ___DISC

Name on Card		
Check/Credit Card Number	Exp (mm/yy)	CVV
Amt. Paid / Pmt. Date		
	Signature (credit card only)	

Regular City Council Meeting 21.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval to enter into a professional services contract with True Business Solutions to provide internal audit services for the City of Roswell. (Corn/Cole/Gomez)

BACKGROUND:
Initiated by: Chad Cole / Toni Gomez

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

FINANCIAL CONSIDERATION
Funding for these services is available in the adopted FY26 budget under the Finance Department's professional services line item 11014041 654801. The proposed contract amount shall not exceed 58,500 plus applicable sales tax, and the agreement may be structured as a one-year term with an option to renew, subject to available funding and performance review.

LEGAL REVIEW:
The contract was reviewed by Legal.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at its meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

True Business Solutions Contract

Agreement for Professional Services and Consulting Agreement for a City Internal Auditor

This agreement ("Agreement") is made and entered into effective [_____], 2025 by and between the City of Roswell, New Mexico, a New Mexico municipality and political subdivision of the State of New Mexico (the "City") and True Business Solutions, LLC ("Consultant), an New Mexico Corporation **;**

Recitals

Wherefore, the Mayor and City Council (the "Governing Body") concur that an internal Auditor is essential to the financial wellbeing and integrity of the City; and

Wherefor, Sec. 2-91 of the Roswell Code provides that there shall be an Internal Auditor housed through the office of the Treasurer; and

Wherefore, this Auditor shall report to the governing body and the Mayor through the Treasurer; and

Wherefore, the Mayor has recommended the Consultant and the Governing Body has approved the Consultant to serve as the City's Internal Auditor;

NOW THEREFORE IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work

The Consultant shall perform the services described in Section 1 of this Agreement (this section) and perform this nonattest engagement in accordance with the standards of the [American Institute of Certified Public Accountants (AICPA)]
This Consulting Agreement is made between the City of Roswell, New Mexico (City), with a principal place of business at 425 North Richardson Street, Roswell, NM 88201 and True Business Solutions, LLC (Consultant), with a principal place of business at P.O. Box 1066, Roswell, NM 88202-1066.

Services to be Performed

Consultant agrees to perform the following nonattest services during the period:

- Perform an initial risk assessment to identify and prioritize high-risk areas
- Develop a flexible internal audit plan that aligns with the City's strategic objectives and emerging risks
- Develop internal audit methodologies addressing the areas of risk identified in the audit plan and perform appropriate testing as designed.
- Communicate with City Leadership, including the City Manager, the Mayor, the Finance and Audit Committee any identified deficiencies and weaknesses and make recommendations for improvements on a regular basis

- Deliver standardized internal audit reports for City Leadership including executive summaries, detailed findings, and actionable recommendations
- Conduct follow-up procedures to verify implementation of audit recommendations
- Perform regular monitoring procedures utilizing various testing procedures and techniques

Engagement Limitations and Responsibilities

This engagement and scope therein are considered as nonattest services. The City agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Generally this will be through the City Treasurer, but in the absence of a Treasurer, it will be done through the City Manager.

We will perform this engagement in accordance with the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity of noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity's financial statements that may not be identified as a result of misrepresentations made to us by you.

Special conditions between Consultant and City:

1. **IRREGULARITIES AND ILLEGAL ACTS:** In consultation with the City Attorney, Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware of to the City Manager, the Mayor and the Finance Committee, and the NM State Auditor's Office.
2. **REPORTING TO THE CITY:** The Consultant shall review any and all findings and corrective action plans with the City's management. In consultation with the City Attorney, if the Consultant reasonably believes the City's management intends to act or refuses to act in a manner that is a violation of a legal of fiduciary obligation to the City, or a violation of law that reasonably might be imputed to the City, the Consultant shall make their written report directly to the Governing Body.
3. **ADDITIONAL SERVICES:** Should the Governing Body decide to request testing of additional systems, the Consultant will perform the assessment at an agreed upon rate and time schedule.

3. Compensation

The City shall pay to the Consultant in full payment for services satisfactorily performed on a monthly basis as described below, not to exceed $58,500.00, annually, plus applicable taxes. This amount is a maximum and not a guarantee that the work assigned to be performed by Consultant under this Agreement shall equal the amount stated herein. The parties do not intend for the Consultant to continue to provide services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Consultant be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

Expenses

Consultant will be responsible for all normal business expenses incurred while performing services under this Agreement, excepting travel, whereupon it will be authorized and approved in advance by City's authorized responsible party. Travel expenses are to be reimbursed at actual expense.

Taxes

City will not withhold FICA (Social Security and Medicare taxes) from Consultant's payments or make FICA payments on Consultant's behalf, make state or federal unemployment compensation contributions on Consultant's behalf, or withhold state or federal income tax from Consultant's payments. Consultant will pay all applicable income taxes incurred while performing services under this agreement and any applicable self-employment (Social Security and Medicare) taxes.

City is responsible for all State of New Mexico Gross Receipts Taxes applicable to the payments and location the work was performed.

Payments

In consideration for the services to be performed by Consultant, City agrees to pay Consultant a consulting fee not to exceed USD $58,500.00 plus applicable sales taxes for the period as described in Section 1. Billing is as below:

- Twelve (12) Monthly payments based on services performed plus applicable sales taxes and reimbursable expenses due by the tenth (10) of the following month, or the following Monday if the 10th falls on a weekend. A detailed billing statement will be sent by Consultant via email by the last day of the billing month to applicable employee(s) at the City for prompt approval and payment.

Funds can be sent via check to Consultant (TBS, LLCs) address above or through electronic means acceptable to City. Consultant will submit invoices to City as described above, with each invoice covering appropriate periods. The invoices will include an invoice number, the dates covered by the invoice, and a summary of the work performed. City will promptly pay Consultant's fee within one (1) week after receiving the invoice.

Business Permits, Certificates, and Licenses

Consultant has complied with all federal, state, and local laws requiring business permits, certificates, and licenses to conduct the services to be performed under this Agreement.

Insurance

City will not provide insurance coverage of any kind for Consultant.

4. Term

This Agreement will become effective on July 1, 2025 or as soon as practicable and continue through June 30, 2026. This Agreement may thereafter be renewed for up to three additional periods of one (1) year each upon mutual written agreement of the Parties. Each renewal period shall be governed by the same terms and conditions hereof, except as may be otherwise agreed in writing by the Parties.

This Agreement may be terminated immediately by either of the parties upon written notice delivered to the other party by giving 30 days written notice in advance. Termination under this Section shall not terminate, prejudice or otherwise effect any right or obligation accruing hereunder prior to the termination

City will promptly pay Consultant for services performed before the effective date of termination. City will not owe Consultant compensation for any services performed following such date.

6. Status of Consultant

The Consultant and its agents and employees are independent Consultants performing professional services for the City and are not employees of the City. The Consultant and its employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the City as a result of this Agreement.

Consultant is an independent Consultant, not City's employee. Consultant and City agree to the following rights and obligations consistent with an independent Consultant relationship:

- Consultant has the right to perform services for others during the term of this Agreement.
- Consultant has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- Consultant has the right to perform the services required by this Agreement at any place, location, or time.
- Consultant will furnish all equipment and materials used to provide the services required by this Agreement.
- City will not require Consultant to devote full time to performing the services required by this Agreement.

7. Assignment

The Consultant shall not assign, delegate, subcontract any rights or obligations, or transfer any interest in this Agreement or assign any claims for money due or to become due under this agreement without City's prior written approval.

9. Records

The Consultant shall maintain detailed records that indicate the nature of services rendered during the term of this Agreement. The Consultant shall retain the records for a period of three (3) years from the date of final payment under this agreement, unless otherwise required by applicable law or regulation.

10. Release

The Consultant, upon receiving final payment of the amounts due under the Agreement, releases the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. This paragraph also releases the Consultant from any liabilities, claims or obligations whatsoever arising from or under this Agreement.

11. Confidentiality

All information provided to or developed by the Consultant from any source whatsoever in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Consultant without the prior written approval of the City, unless otherwise required by applicable law or regulation.

Each party will treat in confidence any information marked as confidential and proprietary to the extent allowed by law or regulation.

12. Product of Services; Copyright and Report Use

Nothing developed or produced, in whole or in part, by the Consultant under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant. The City and the Consultant may post the report on their respective websites.

Material (language or visuals) newly created by the Consultant while performing work for this Agreement and for purposes of the City's use are the property of the City. All other material (language or visuals), whether created by the Consultant or sourced elsewhere, and shown to the City for any purpose, remain the property of their original creators.

13. Conflict of Interest

The Consultant warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Consultant certifies that the requirements of the Governmental Conduct

Act, NMSA 1978, Section 10-16-1, et seq., regarding contracting with a public officer, City employee or former City employee have been followed.

15. Amendment

This Agreement shall not be altered, changed, or amended without subsequent written agreement of both parties.

16. Merger

This Agreement incorporates all of the contracts, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Applicable Law

The laws of the State of New Mexico shall govern this Agreement. By execution of this Agreement, both parties acknowledge and agree to the jurisdiction of the courts of the State of New Mexico, county of Chaves over any and all lawsuits arising under or out of any term of this Agreement.

18. City Books and Records

The City is responsible for maintaining control of all books and records at all times and the Consultant shall not remove any original books and records from the City's possession for any reason.

19. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City's governing body for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City's governing body, this Agreement shall terminate upon written notice being given by the City to the Consultant. This section of the Agreement does not supersede the City's requirement to have an annual audit pursuant to NMSA 1978, Section 12-6-3(A).

20. Penalties for Violation of Law

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. Equal Opportunity Compliance

The Consultant agrees to abide by all applicable Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations and orders, the Consultant assures

that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or serious medical condition, spousal affiliation, sexual orientation or gender be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Consultant is found not to be in compliance with these requirements during the life of this Agreement, the Consultant agrees to take appropriate steps to correct these deficiencies.

23. Designated On-Site Staff

The Consultant's may or may not perform infrequent on-site visits to accomplish work; the individual auditor responsible for supervision of work and completion of the nonattest engagement is Judy Scharmer, NM CPA License #3690. The Consultant shall notify the City or in writing of any changes in staff assigned to perform the engagement.

24. Invalid Term or Condition

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

25. Signatures

City: The City of Roswell, New Mexico

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Consultant: True Business Solutions, LLC

Judy Scharmer

Signature: _____

Printed Name: Judy Scharmer, CPA

Title: Managing Partner

Date: June 26, 2025

Regular City Council Meeting 22.
Meeting Date: 08/14/2025
COMMITTEE: N/A
CONTACT: N/A **CHAIR:** Juliana Halvorson

ACTION REQUESTED:
Resolution 25-38: Weeds - The Resolution shall mandate the cleanup of approximately fifty (50) separate properties within the City. (Halvorson/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 the resolution of some more severe situations.

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

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

BOARD AND COMMITTEE ACTION:
No action required.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

ATT 1 Resolution 25-38 Weeds
ATT 2 Resolution 25-38 Weeds Exhibit

CITY OF ROSWELL
RESOLUTION 25-38

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 14th day of August 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

401 E 4TH ST LEA Lot 13 W 60' Quarter SW S 33 T 10S R 24E BLUE SKY HOLDINGS, LLC PO BOX 111 ROSWELL, NM 88202	1509 S GARDEN AVE PORTER & JOHNSON Block 0 Lot 20 SOLIS, ANA P 211 E CONNER ST ROSWELL, NM 88203
1513 S STANTON AVE FRUITLAND Block 4 Lot 2 N 50' S 328.0' W 110' ANCHONDO, FRANCISCO H; ANCHONDO, CONCEPTION 2205 FULKERSON DR ROSWELL, NM 88203	1515 S STANTON AVE FRUITLAND Block 4 Lot 2 N 59' S 278.08' W 153.4' ANCHONDO, FRANCISCO H; ANCHONDO, CONCEPTION 2205 FULKERSON DR ROSWELL, NM 88203
403 E 4TH ST LEA Lot 13 E 50 FT W 110 FT Quarter SW S 33 T 10S R 24E 202000633 WD BLUE SKY HOLDINGS, LLC PO BOX 111 ROSWELL, NM 88202	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
519 E 3RD ST LEA Lot 68 Quarter SW S 33 T 10S R 24E COX, PHILLIP 615 DE LEON DR EL PASO, TX 79912	1604 S ELM AVE MAYES Block 7 Lot 3 FRESQUEZ, JOE ROWLAND; FRESQUEZ, IRENE R 1712 W 1ST ST TULAROSA, NM 88352
APPROX. 822 E TILDEN ST FLORA VISTA Block 4 Lot 5 AND 6 DOC# 202303274 QCDJT MARTINEZ, ROBERTO MAYORGA; ROMERO, PATRICIA MARTINEZ 11613 HARDWOOD CT FORT WORTH, TX 76135	717 E HENDRICKS ST FLORA VISTA Block 3 Lot S 43 44 TAX DEED BENAVIDES ESTATE, TOM; BENAVIDES ESTATE, KATHLEEN L 811 DOUGLAS AVE LAS VEGAS, NM 87701
1607 S ELM AVE MAYES Block 8 Lot 21 DOC# 202400666 WD ERRERA, PASCUAL SAENZ 1607 S ELM AVE ROSWELL, NM 88203	APPROX. 1622 S ELM AVE MAYES Block 7 Lot 12 BK 709 PG 1464 QCD LERMA-TREJO, GREGORIA PO BOX 581 HAGERMAN, NM 88232

314 S BEECH AVE ROSE Lot 6 S 62.5' E 90.35' Quarter NE S 4 T 11S R 24E HERRERA, JAMES; HERRERA, ELDA PO BOX 988 RUIDOSO, NM 88355	1017 S CAHOON AVE COMPRESS REDIVISION Block 1 Lot 9 WILLIS ESTATE, T L C/O VORN D WILLIS 3817 S GENESEE ST SEATTLE, WA 98118
1102 CAHOON AVE FRUITLAND Block 1 Lot 8 E 100' S 50' N 100' RAYA, JOSE R 169 ORCHARD AVE APT B SALINAS, CA 93905	APPROX. 1406 CAHOON AVE JOHNSON & ALLISON S2 BLK 2 LOTS 5-6-7-8 FRUITLAND Block 8 Lot 4 LARSON, RUDY JAY 5 LYNNWOOD CIR CHICO, CA 95973
601 E VAN BUREN ST JOHNSON & ALLISON LOT 4 BLK 1 FRUITLAND Block A Lot 12 WALKER, MONROE C/O WAYMAN WALKER PO BOX 6238 SAN ANTONIO, TX 78209	316 S BEECH AVE RONNIE OTERO Lot 1 Quarter NE S 4 T 11S R 24E DOC# 202404402 QCD MARTINEZ, MARIA L 316 S BEECH AVE ROSWELL, NM 88203
612 SWINGING SPEAR RD TIERRA BERRENDA 4 Block 1 Lot 30 S 16 T 10S R 24E NANCY J DETTMANN PO BOX 4134 ROSWELL, NM 88202	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
414 W 16TH ST MOUNTAIN VIEW Block 2 Lot 11 E 150' AND Lot 12 E 100' Quarter SE S 29 T 10S R 24E JESSE MCDANIEL; JAHANNA MCDANIEL 2509 N CAMBRIDGE AVE ROSWELL, NM 88201	607 HERMOSA DR DEL NORTE ESTATES 2 Block 5 Lot 7 Quarter SW S 21 T 10S R 24E VICTORIA JANE, DURANT, MONICA G DURAN 15215 BERRY TRL APT 804 DALLAS, TX 75248
1513 W TILDEN ST FAIR PARK Block 10 Lot 10 SANDY, CRYSTAL LYNN 1313 DEWEY LN ALAMOGORDO, NM 88310	1411 W TILDEN ST FAIR PARK Block 11 Lot 19 PADILLA, SAQUEO 5156 MARTIN ST MIRA LOMA, CA 91752

802 N PENNSYLVANIA AVE WEST SIDE Block 55 Lot 6 Quarter NE S 32 T 10S R 24E DOUGLAS R JOHNSON; RHOLENA LIAN JOHNSON 7437 W ACOMA DR PEORIA, AZ 85381	212 N WASHINGTON AVE HOME PLACE Block 2 Lot 1 E 118.33' AND Lot 2 E 118.33' AND Lot 3 N 40' Quarter SW S 32 T 10S R 24E WARD, ERBON J 2712 ONATE RD ROSWELL, NM 88201
1420 W TILDEN ST FAIR PARK Block 12 Lot 11 MCDANIEL, JESSE; MCDANIEL, JAHANNA 2509 CAMBRIDGE AVE ROSWELL, NM 88201	1509 W TILDEN ST FAIR PARK Block 10 Lot 12 QUINTANA, PATRICIA ALMANZA; BACA, GUADALUPE ALMANZA 5949 DUFFERIN DR SAVAGE, MN 55378
1605 S KANSAS AVE PLAINS PARK Block 5 Lot 3 VARELA, DONALD L 110 E SUMMIT ST ROSWELL, NM 88203	1101 S WASHINGTON AVE MYERS REDIV Block 2 Lot 26 JENKINS, THOMAS J 14060 HWY 549 SE DEMING, NM 88030
106 W ALAMEDA ST SOUTH ROSWELL Block: 6 Lot: S 17 19 ARMIJO, MARIA LUISA 74611 YUCCA TREE DR PALM DESERT, CA 92260	506 W DEMING ST MISSOURI AVENUE SCHOOL Block 1 Lot 4 HOLCOMB, ROBERT PETER 506 W DEMING ST ROSWELL, NM 88203
401 S PENNSYLVANIA AVE SOUTH ROSWELL Block 10 Lot 1 MARTINEZ, LUIS MORTON 401 S PENNSYLVANIA AVE ROSWELL, NM 88203	1021 N PLAINS PARK DR PLAINS PARK 2 Block 7 Lot 13 GLENNY, JAMES L & JENEVA I 1021 N PLAINS PARK DR ROSWELL, NM 88203
801 W ALBUQUERQUE ST SPARKS Block 6 Lot 6 PRADO-GUERRERO, SERGIO 7628 E SPANISH MOSS LN PRESCOTT VALLEY, AZ 86314	307 S PENNSYLVANIA AVE SOUTH ROSWELL Block 7 Lot 2 SANCHEZ, DANIEL 803 VIEJO RASTRO SANTA FE, NM 87505
501 S CEDAR AVE THORNE Block: 9 Lot: 20 GALINDO, ANGEL JACIEL 501 S CEDAR AVE ROSWELL, NM 88203	1007 N PLAINS PARK DR PLAINS PARK 2 Block 7 Lot 6 HOOKER, MICHAEL; HOOKER, KELLI 6066 S SAGE WAY GOLD CANYON, AZ 85118

610 W DEMING ST MISSOURI AVENUE SCHOOL Block 1 Lot 11 GARCIA, LUIS R; GARCIA, VERONICA RR 1 BOX 228 ROSWELL, NM 88201	411 W TILDEN ST ALAMEDA HEIGHTS Block 1 Lot 3 FRIESSEN, JACOB FEHR; FROESE, SUSANA KLASSEN; LETKEMAN, DAVID BRAUN; PETERS, ELIZABETH THIESSEN 466 PRIVATE ROAD 306 D SEMINOLE, TX 79360
1035 FERN DR THE MEADOWS AMEND Lot 88 MC CONNELL, TED; MC CONNELL, RAYLINN 34 LOST TRAIL RD ROSWELL, NM 88201	1706 W JUNIPER ST RHOADES & MEYER REDIV LOT 3-4 SWANSON, TROY W 1706 W JUNIPER ST ROSWELL, NM 88203
606 S MICHIGAN AVE SPARKS Block: 5 Lot: 4 MORENO, ALFONSO; MORENO, JOVITA 13110 PROSPECTOR RD VICTORVILLE, CA 92392	311 HAMMOND ST WORLEY SUM PLAT 6 REPLAT Block 0 Lot 34 MILLER, JUANITA 311 E HAMMOND ST ROSWELL, NM 88203
320 S MAIN ST SOUTH ROSWELL Block 6 Lot 31 AND Lot 32 REPUBLIC NATIONAL DISTRIBUTING COMPANY LLC 5920 OFFICE BLVD ALBUQUERQUE, NM 87109	71 GAIL HARRIS PL PECOS VALLEY VILLAGE Block 19 Lot 21 BOWMAN, SHONTAYE 7500 SHERWOOD DR NW ALBUQUERQUE, NM 87120
211 HAMMOND ST WORLEY SUMMARY PLAT NO 5 Block 0 Lot 25 HENDRICKS, MILTON D; HENDRICKS, SUSAN L 5700 EMERSON LOOP RD THE DALLES, OR 97058	1212 E BEECH DR FRUITLAND PARK 1 Block 13 Lot 43 LUCERO, JUAN E; LUCERO, LIDIA MARIA 14 DOVER RD DEXTER, NM 88230
312 E CONNER ST KEITHS SOUTHSIDE 2 Block 5 Lot 36 WILLIAMS, MACK M 1203 BAYLOR AVE ROSWELL, NM 88203	6 WALKER PL WALKER PLACE REDIVISION Lot H PECOS VALLEY VILLAGE Block 14 Lot TR F 1/6 INT JEMC MANAGEMENT LLC 8885 WILD IRIS RUN HIGHLANDS RANCH, CO 80126

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 23.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 25-39:Financial Support for Roswell Transit FY27- adoption of Resolution 25-39 to provide financial support to Roswell Transit for FY2027. (Corn/Hicks)

BACKGROUND:
Initiated by: Becky Hicks

NMDOT (New Mexico Department of Transportation) requires a resolution of financial support every year in August for the following fiscal year. The budget that we are submitting to NMDOT for FY2027 includes $952,171.12 in financial support from the City of Roswell.

FINANCIAL CONSIDERATION
FY27 financial support from the City of Roswell in the amount of $952,171.12.

LEGAL REVIEW:
Legal has reviewed the resolution in prior years.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at its meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Resolution 25-39 FY27 Roswell Transit Financial Commitment
FY2027 Summary Budget Wksht

RESOLUTION 25-39

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO, AUTHORIZING THE FILING OF AN APPLICATION TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR FUNDING ASSISTANCE FOR PUBLIC TRANSPORTATION FOR THE FEDERAL FISCAL YEAR OCTOBER 1, 2026, TO SEPTEMBER 30, 2027.

WHEREAS, the State of New Mexico receives federal funding through the New Mexico Department of Transportation from the Federal Transit Administration (FTA) under U.S.C. 5311; and

WHEREAS, the New Mexico Department of Transportation is authorized to administer this program and provide funding assistance for local transportation programs; and

WHEREAS, the City of Roswell is interested in maintaining the present public transportation services needed by residents of the City; and

WHEREAS, the City of Roswell supports this program and proposes to provide local matching funds in the amount of $952,171.12.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that Roswell Transit is authorized to file an application to the New Mexico Department of Transportation for funding assistance to continue local public transportation services for the federal fiscal year 2026-2027. The City Manager is hereby authorized to act as the representative of the City of Roswell in the execution of this program.

PASSED, ADOPTED, SIGNED and APPROVED the ____ day of August 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

DRAFT

ROSWELL TRANSIT

FEDERAL TRANSIT ADMINISTRATION 5311 FUND GRANT REQUEST

Fiscal Year Ending September 30, 2027

ADMINISTRATION EXPENSES		
Federal Share (80%)	$	281,142.08
Local Share (20%]	$	70,285.52
Total Administration Expenses	**$**	**351,427.60**
OPERATING EXPENSES		
Federal Share (50%)	$	829,200.00
Local Share (50%)	$	829,200.00
Total Operating Expenses	**$**	**1,658,400.00**
CAPITAL EXPENSES		
Federal Share (80%)	$	210,742.40
Local Share (20%]	$	52,685.60
Total Capital Expenses	**$**	**263,428.00**
SUMMARY OF REQUESTED FY2027 EXPENSES		
FEDERAL SHARE	**$**	**1,321,084.48**
LOCAL SHARE	**$**	**952,171.12**
TOTAL	**$**	**2,273,255.60**
REVENUES		
Projected Passenger Fares Revenue	$	25,000.00
NMDOT Reimbursement	$	1,308,584.48
TOTAL REVENUE	**$**	**1,333,584.48**

Regular City Council Meeting 24.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 25-40: Disposal of Certain Surplus Personal Property - adoption of Resolution 25-40 to dispose of certain surplus personal property listed on the attachment. (Corn/Hicks)

BACKGROUND:
Initiated by: Becky Hicks.

This request covers old/obsolete equipment and vehicles currently owned by the City of Roswell.

- Exhibit A: Items valued at less than $2,500. This list is vehicles and equipment that have been either totaled by insurance or deemed ready for auction because the needed repairs exceed the asset value.
- Exhibit B: Items valued at more than $2,500. This list is vehicles and equipment that have been either totaled by insurance or deemed ready for auction because they are in a state of disrepair and have exceeded life expectancy.

FINANCIAL CONSIDERATION
If there are no bids on these items at the set minimum, the minimum may be re-evaluated and the items will be relisted until sold. If an item still receives no bids, it will be recycled or disposed of in another acceptable manner.

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

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at its meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Surplus Property List August 7, 2025
Resolution 25-40 Disposal of Certain Surplus Personal Property

CITY OF ROSWELL
ASSET DISPOSAL LIST
FY2026 RESOLUTION 25-XX
AUGUST 7, 2025

EXHIBIT B - VALUES MORE THAN $2,500

DEPT	REMOVAL TYPE	DESCRIPTION	COMPUTER SANITIZED Y OR N	PURCHASE COST	SERIAL OR VIN #	TAG #	ASSET #	DEPRECIATED VALUE	ESTIMATED VALUE		AUCTION RESERVE	MINUMUM PRICE
STREETS	AUCTION	2008 FORD PICKUP		$ 23,449.00	1FTPW14V88KC50417	1201	8029	$ -	$ 7,000.00	*	$ 2,000.00	$ 1,000.00
FACILITIES MAINT	AUCTION	2006 FORD F250 HD PICKUP (NEEDS ENGINE)		$ 20,712.00	1FDNF20536EB72915	971	7511	$ -	$ 8,875.00	*	$ 1,000.00	$ 500.00
FIRE	AUCTION	2007 SMEAL SIRIUS PUMPER TRUCK (NEEDS ENGINE)		$ 375,052.00	1S93745277S936097	Engine 6	8230	$ -	$ 45,000.00		$ 6,000.00	$ 5,000.00
FIRE	AUCTION	2002 HME		$ 230,923.00	44KFT42891WZ19760	Engine 16	2766	$ -	$ 124,000.00		$ 12,000.00	$ 10,000.00
FIRE	AUCTION	1996 PIERCE SABRE		$ 194,000.00	4P1CT0247TA000281	Engine 13	485	$ -	$ 42,000.00		$ 8,000.00	$ 5,000.00
POLICE	AUCTION	2013 DODGE CHARGER		$ 23,415.50	2C3CDXAT4DH713525	13525	14119	$ -	$ 8,575.00	*	$ 2,000.00	$ 1,000.00
POLICE	AUCTION	2013 DODGE CHARGER-WINDOW TINT		$ 194.58	N/A	13525	14119-01	$ -	$ -		$ -	$ -
POLICE	AUCTION	2016 FORD EXPLORER INTERCEPTOR 6-CYL		$ 6,500.00	1FM5K8ATXGGC36613	36613	26003	$ 1,300.02	$ 8,775.00	*	$ 2,000.00	$ 1,000.00
POLICE	AUCTION	2017 FORD EXPLORER INTERCEPTOR		$ 6,500.00	1FM5K8AT5HGA89487	89487	26014	$ 2,166.70	$ 9,525.00	*	$ 2,000.00	$ 1,000.00
POLICE	AUCTION	2009 DODGE CHARGER (CANNOT LOCATE)		$ 21,995.00	2B3KA43V69H519391	19391	8434	$ -	$ 4,800.00	*	$ -	$ -
POLICE	INS TOTAL	2023 DODGE DURANGO (TOTALED)		$ 42,403.00	1C4SDJFT0PC604466	4466	26406	$ 35,335.80	$ 42.00	*	$ -	$ -
POLICE	INS TOTAL	2010 FORD CROWN VICTORIA		$ 21,763.00	2FABP7BVXAX140166	40166	9567	$ -	$ 4,200.00	*	$ -	$ -
POLICE	INS TOTAL	2010 FORD CROWN VICTORIA-WINDOW TINT		$ 160.00	N/A	40166	9567-01	$ -	$ -		$ -	$ -

* ESTIMATED FROM BEENVERIFIED

EXHIBIT A - VALUES LESS THAN $2,500

DEPT	REMOVAL TYPE	DESCRIPTION	COMPUTER SANITIZED Y OR N	PURCHASE COST	SERIAL OR VIN #	TAG #	ASSET #	DEPRECIATED VALUE	ESTIMATED VALUE		AUCTION RESERVE	MINUMUM PRICE
PARKS	SCRAP	TORO MOWER MODEL 580-CANNIBALIZED		$ 55,000.00	30580-10136	1040	173	$ -	$ 195.00		$ 100.00	$ 50.00
POLICE	INS TOTAL	2005 CHRYSLER 300		$ 7,587.00	2C3JA43R95H184185	84185	14581	$ -	$ -	*	$ -	$ -
LIBRARY	SCRAP	DELL POWEREDGE R440 SERVER	Y	$ 8,409.37	FBBT7X2	6475	25192	$ -	$ -		$ -	$ -
LIBRARY	SCRAP	DELL DIMENSION 2400 COMPUTER	Y	$ 1,061.98	7WC6Q41	2567	7091	$ -	$ -		$ -	$ -
LIBRARY	SCRAP	SOFTWARE FOR PUBLIC ACCESS CMP		$ 3,269.31	N/A	1882	2465	$ -	$ -		$ -	$ -
LIBRARY	SCRAP	DELL DIMENSION L866R COMPUTER	Y	$ 1,168.00	DFXBD01	1520	793	$ -	$ -		$ -	$ -
LIBRARY	SCRAP	DELL OPTIPLEX GX520 COMPUTER	Y	$ 1,161.00	230FH91	2808	7590	$ -	$ -		$ -	$ -
LIBRARY	SCRAP	ELECTRIC BOOK-DROP WINDOW		$ 27,950.00	N/A		12-07	$ -	$ -		$ -	$ -
ROSWELL TRANSIT	SCRAP	HONDA EM1600X GENERATOR		$ 900.00	N/A		3546	$ -	$ -		$ -	$ -
VISITOR CENTER	SCRAP	DESK HON		$ 525.00	N/A	2986	7971	$ -	$ -		$ -	$ -
VISITOR CENTER	SCRAP	MICRO/HP COMPUTER	Y	$ 595.00	USH739L195	6313	24751	$ -	$ -		$ -	$ -
VISITOR CENTER	SCRAP	MEDIA DISPLAY RACKS		$ 1,065.98	N/A	6351	24794	$ 88.85	$ -		$ -	$ -
ANIMAL SERVICES	SCRAP	GE REFRIGERATOR (BROKEN)		$ 749.00	GBS20KBSBB	3413	9109	$ -	$ -		$ -	$ -
WM&T	SCRAP	6 DRAWER FILE CARD CABINET		$ 514.25			2260	$ -	$ -		$ -	$ -
CENTRAL CONTROL	AUCTION	SCADA RADIOS MDS 9710B		$ 1,315.00		2585	6315	$ -	$ 900.00		$ 200.00	$ 100.00
CENTRAL CONTROL	AUCTION	SCADA RADIOS MDS 9710B		$ 1,146.42		2586	6316	$ -	$ 900.00		$ 200.00	$ 100.00
CENTRAL CONTROL	AUCTION	SCADA RADIOS MDS 9710B		$ 1,146.43		2587	6317	$ -	$ 900.00		$ 200.00	$ 100.00
CENTRAL CONTROL	AUCTION	SCADA RADIOS MDS 9710B		$ 1,145.00		2588	6318	$ -	$ 900.00		$ 200.00	$ 100.00
CENTRAL CONTROL	AUCTION	SCADA RADIOS MDS 9710B		$ 1,145.00		2589	6319	$ -	$ 900.00		$ 200.00	$ 100.00
CENTRAL CONTROL	AUCTION	SCADA RADIOS MDS 9710B		$ 1,145.00		2590	6320	$ -	$ 900.00		$ 200.00	$ 100.00
CENTRAL CONTROL	AUCTION	SCADA RADIOS MDS 9710B		$ 1,145.00		2591	6321	$ -	$ 900.00		$ 200.00	$ 100.00
CENTRAL CONTROL	AUCTION	SCADA RADIOS MDS 9710B		$ 1,155.00	1334445	2749	7436	$ -	$ 900.00		$ 200.00	$ 100.00
CENTRAL CONTROL	AUCTION	SCADA RADIOS MDS 9710B		$ 1,155.00	1334448	2750	7437	$ -	$ 900.00		$ 200.00	$ 100.00
CENTRAL CONTROL	AUCTION	SCADA RADIOS MDS 9710B		$ 900.00	1256145	2754	7441	$ -	$ 900.00		$ 200.00	$ 100.00
CENTRAL CONTROL	AUCTION	SCADA RADIOS MDS 9710B		$ 900.00	1360976	2755	7442	$ -	$ 900.00		$ 200.00	$ 100.00

DEPT	REMOVAL TYPE	DESCRIPTION	COMPUTER SANITIZED Y OR N	PURCHASE COST	SERIAL OR VIN #	TAG #	ASSET #	DEPRECIATED VALUE	ESTIMATED VALUE		AUCTION RESERVE	MINUMUM PRICE
CENTRAL CONTROL	AUCTION	SCADA RADIOS MDS 9710B		$ 900.00	136095	2756	7443	$ -	$ 900.00		$ 200.00	$ 100.00
CENTRAL CONTROL	AUCTION	SCADA RADIOS MDS 9710B		$ 900.00	1327703	2757	7444	$ -	$ 900.00		$ 200.00	$ 100.00
CENTRAL CONTROL	AUCTION	SCADA RADIOS MDS 9710B		$ 900.00	1334444	2759	7446	$ -	$ 900.00		$ 200.00	$ 100.00
CENTRAL CONTROL	AUCTION	SCADA RADIOS MDS 9710B		$ 900.00	1334447	2760	7447	$ -	$ 900.00		$ 200.00	$ 100.00
POLICE	SCRAP	IBM TYPEWRITER WW 1500		$ 803.20	11-NH312	1111	2736	$ -	$ 400.00		$ 100.00	$ 50.00
POLICE	SCRAP	IBM TYPEWRITER WW 1500		$ 803.20	11-MN987	1112	2737	$ -	$ 400.00		$ 100.00	$ 50.00
POLICE	SCRAP	IBM TYPEWRITER WW 1500		$ 606.00	11-NT750	1250	1250	$ -	$ 400.00		$ 100.00	$ 50.00
POLICE	SCRAP	IBM TYPEWRITER WW 1500		$ 606.00	11TP704	1433	1433	$ -	$ 400.00		$ 100.00	$ 50.00
POLICE	SCRAP	RADAR KUSTOM SIGNAL HR-12		$ 1,707.50	AA10270	1548	963	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADAR KUSTOM SIGNAL HR-12		$ 1,707.50	AA10265	1547	968	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEA8532	2402	4129	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEA8577	2403	4130	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEA8589	2404	4131	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG5656	2405	4132	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG5658	2406	4133	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG5709	2407	4134	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG5711	2408	4135	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG5714	2409	4136	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG5720	2410	4137	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG5736	2411	4138	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG5737	2412	4139	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG5742	2413	4140	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG5783	2414	4141	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG5787	2415	4142	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG5792	2416	4143	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG5794	2417	4144	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG5795	2418	4145	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG5797	2419	4146	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG5798	2420	4147	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG5800	2422	4149	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG5801	2423	4150	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG5804	2424	4151	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG5805	2425	4153	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG5806	2426	4154	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG5807	2427	4155	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG5813	2428	4156	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG5828	2429	4157	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG6041	2431	4649	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG6078	2432	4650	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG6083	2433	4651	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG6102	2435	4653	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG6109	2437	4655	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG6110	2438	4656	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEG6165	2439	4657	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEEV342	2440	4658	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEEV349	2443	4661	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEEV350	2444	4662	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEEV355	2445	4663	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEEV357	2446	4664	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEEV358	2447	4665	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEEV362	2448	4666	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEEV363	2449	4667	$ -	$ -		$ -	$ -
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEEV364	2450	4668	$ -	$ -		$ -	$ -

DEPT	REMOVAL TYPE	DESCRIPTION	COMPUTER SANITIZED Y OR N	PURCHASE COST	SERIAL OR VIN #	TAG #	ASSET #	DEPRECIATED VALUE	ESTIMATED VALUE		AUCTION RESERVE	MINUMUM PRICE
POLICE	SCRAP	RADIO MOTOROLA HT1250		$ 714.75	749HEEV377	2454	4672	$ -	$ -		$ -	$ -
POLICE	SCRAP	CAMERA CANON 10D DIGITAL-FI CHEROMIAH		$ 1,406.50	1420504034	2598	6329	$ -	$ -		$ -	$ -
POLICE	SCRAP	VIDEO SYS-IN CAR-WATCHGUARD #623		$ 5,005.00	DV10-116850	3066	8152	$ -	$ -		$ -	$ -
POLICE	SCRAP	VIDEO SYS-IN CAR-WATCHGUARD #973		$ 5,005.00	DV10-116848	3067	8153	$ -	$ -		$ -	$ -
POLICE	SCRAP	VIDEO SYS-IN CAR-WATCHGUARD #510		$ 5,005.00	DV10-115180	3068	8154	$ -	$ -		$ -	$ -
POLICE	SCRAP	LIGHTBAR-FED SIG JS4800		$ 1,100.00	N/A	8171	8171	$ -	$ -		$ -	$ -
POLICE	SCRAP	LIGHTBAR-FED SIG JS4800		$ 1,100.00	N/A	8172	8172	$ -	$ -		$ -	$ -
POLICE	SCRAP	LIGHTBAR-FED SIG JS4800		$ 1,100.00	N/A	8173	8173	$ -	$ -		$ -	$ -
POLICE	SCRAP	LIGHTBAR-FED SIG JS4800		$ 1,100.00	N/A	8174	8174	$ -	$ -		$ -	$ -
POLICE	SCRAP	LIGHTBAR-FED SIG JS4800		$ 1,100.00	N/A	8175	8175	$ -	$ -		$ -	$ -
POLICE	SCRAP	CAMERA -MOTOROLA (SONY) CONNER		$ 7,650.00	102204	3332	8958	$ -	$ -		$ -	$ -
POLICE	SCRAP	CAMERA -MOTOROLA (SONY) CONNER		$ 7,650.00	101913	3333	8959	$ -	$ -		$ -	$ -
POLICE	SCRAP	FARO 3D SCANNER FOCUS-DIDN'T RENEW SOFTWARE		$ 45,990.00	LLS061304213	4622	14476	$ -	$ -		$ -	$ -
POLICE	SCRAP	PALM PILOT PORTABLE COMPUTER-PROPERTY		$ 1,944.00	Z529295	985	1881	$ -	$ -		$ -	$ -
POLICE	SOLD	REMINGTON, SEMI AUTO, 11-87		$ 685.75	PC426782	2771	2771	$ -	$ -		$ -	$ -
POLICE	SOLD	REMINGTON, SEMI AUTO, 11-87		$ 685.75	PC426783	2772	2772	$ -	$ -		$ -	$ -
ZOO	DONATION	2 PEAHENS AND 5 PEACHICKS		N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A

RESOLUTION 25-40

A RESOLUTION AUTHORIZING THE DISPOSAL OF CERTAIN SURPLUS PERSONAL PROPERTY

WHEREAS, the City is the owner of certain personal property, listed in Exhibits A and B to this Resolution; and

WHEREAS, NMSA 1978 § 3-54-2, authorizes the City to dispose of personal property at public or private sale; and

WHEREAS, the City has no use for the said personal property and wishes to dispose of the property, pursuant to § 3-54-2.

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

1. The City has no use for the personal property listed in Exhibit A and B.

2. Each item of personal property listed in Exhibit A, has a value of $2,500.00 or less, as shown in the Exhibit, and may be sold at a public or private sale for cash without further notice, as provided in Section 3-54-2(A).

3. The personal property listed in Exhibit B may be sold at a public or private sale, upon notice published twice in the Roswell Daily Record, not less than seven days apart, with the last publication not less than fourteen days prior to the sale, as provided for in Sections 3-54-2(B) and (C).

4. Disposal of the personal property listed in Exhibit A and B is hereby authorized, pursuant to NMSA 1978 § 3-54-2.

PASSED, ADOPTED, SIGNED, and APPROVED the 14th day of August 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

DRAFT

Regular City Council Meeting 25.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 25-41: Consider Resolution 25-41 for support of the application to the New Mexico Water Trust Board for the large diameter water line replacement project. (Corn/Valadez)

BACKGROUND:
Initiated by: Andrew Valadez

City of Roswell Utility Department has identified a potential large diameter replacement project for the 36-inch diameter transmission line on Montana from 19th Street to 8th Street. This line has had multiple leaks in the past few years and is also identified in the current Water Master Plan as a priority replacement project. It is proposed to apply to the Water Trust Board for a $10,000,000 project to replace this line.

FINANCIAL CONSIDERATION
This is for project application support. If awarded, Water Trust Board would provide funding proposal details. If approved and awarded, project would be included in FY27 budget.

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

BOARD AND COMMITTEE ACTION:
The Infrastructure Committee on 7/21/2025 voted (5-0) to recommend this item to the City Council consent agenda. The Finance Committee recommended approval 5-0 at its meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Draft Resolution 25-41 WTB Project Application Support
Project Location Map
36in Water Transmission Line Project Engineer Estimate

RESOLUTION 25-41

A RESOLUTION FOR THE SUBMITTAL OF AN APPLICATION TO THE WATER TRUST BOARD FUNDING PROGRAM

WHEREAS, the City of Roswell intends to pursue funding under the New Mexico Water Trust Board funding program for a water storage, conveyance and delivery project for construction of replacement water transmission facilities within the city of Roswell; and

WHEREAS, the City of Roswell has previously completed a Water Master Plan and there are identified projects on the plan to improve water transmission quality and resiliency within the City of Roswell; and

WHEREAS, the City of Roswell intends to apply for up to $10,000,000 in funding under the Water Trust Board program for the replacement of a 36” water transmission line on Montana from 19th Street to 8th Street; and

WHEREAS, the City of Roswell is committed to the proper operation and maintenance of the 36" transmission line to be installed; and

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

1. The City of Roswell, New Mexico desires to submit an application under the Water Trust Board funding program for a water storage, conveyance and delivery project totaling a cost of up to $10,000,000, for the replacement of a 36” water transmission line on Montana from 19th Street to 8th Street.

PASSED, ADOPTED, SIGNED and APPROVED ___ _____, _____.

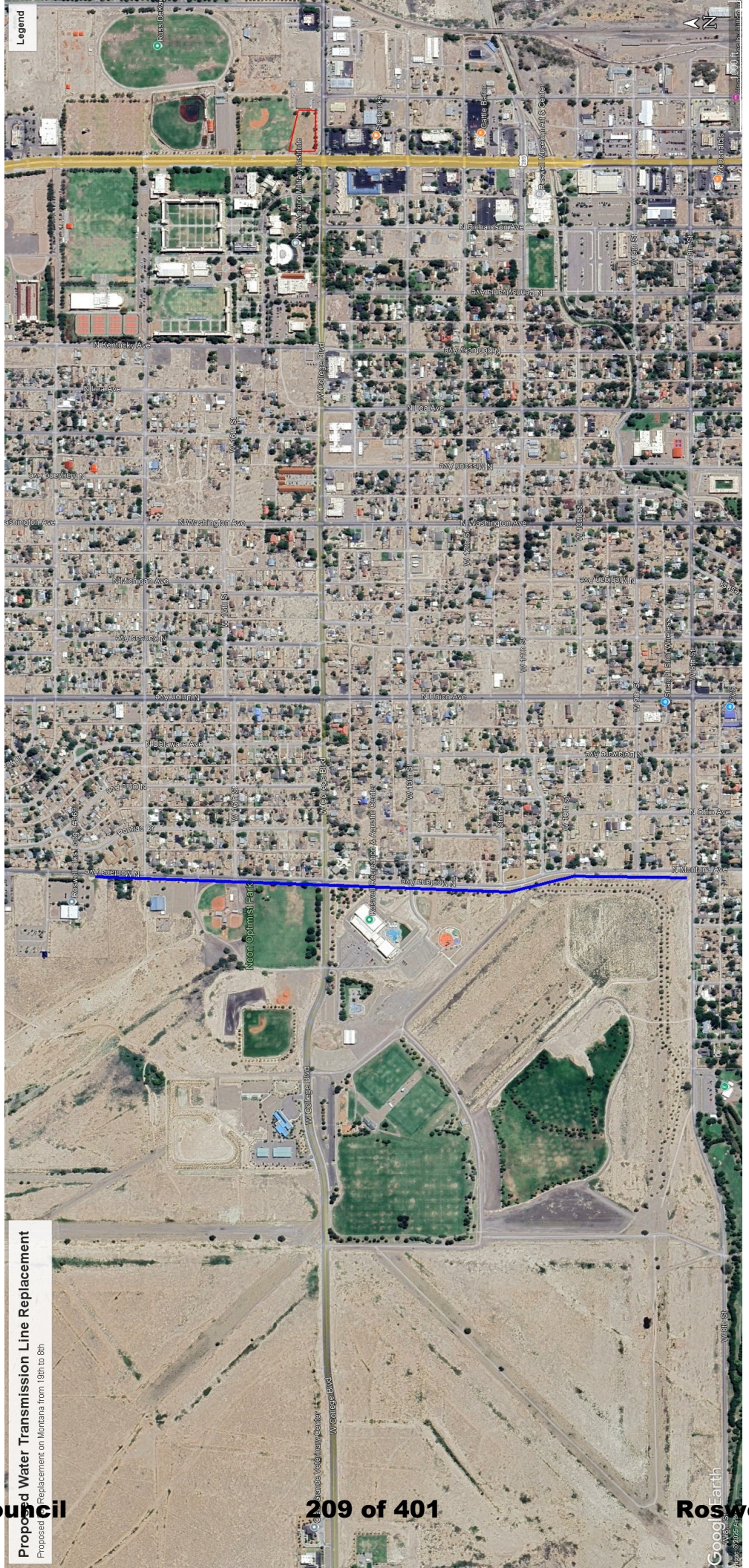
CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

DRAFT


Legend
Proposed Water Transmission Line Replacement
Proposed Water Line Replacement on Montana from 19th to 8th
N Montana Ave
Noon Optimist Park
W College Blvd
N Washington Ave
N Union Ave
N Delaware Ave
N Kentucky Ave
N Lea Ave
N Richardson Ave
W 8th St
W 11th St
W 13th St
W 14th St
W 16th St
W 17th St
W 18th St
W 19th St
Google Earth

CITY OF ROSWELL
NEW MEXICO

Project Estimate
36" Water Line Replacement Project 2025
N Montana Ave, 19th St to 8th St
James MacCornack

5/2/2025

Engineer's Estimate

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST		
303160	BASE COURSE, 6"	S.Y.	1000.00	$25.00	$25,000.00		
416000	MINOR PAVING SP IV, 3"	S.Y.	8750.00	$80.00	$700,000.00		
570413	12" STORM DRAIN CULVERT PIPE	L.F.	90.00	$250.00	$22,500.00		
601000	REMOVAL OF STRUCT. AND OBSTRUCTIONS	L.S.	1.00	$50,000.00	$50,000.00		
608004	CONCRETE SIDEWALK, 4"	S.Y.	780.00	$250.00	$195,000.00		
608106	DRIVE PAD (INCLUDES FILLETS)	S.Y.	160.00	$200.00	32,000.00		
609424	CONCRETE VERTICAL CURB AND GUTTER TYP	L.F.	2100.00	$100.00	$210,000.00		
609200	12"X 6" HEADER CURB	L.F.	120.00	$100.00	$12,000.00		
621000	MOBILIZATION	L.S.	1.00	$400,000.00	$400,000.00		
663100	FIRE HYDRANT	Each	2.00	$15,000.00	$30,000.00		
663192	AIR RELEASE VALVE & VALVE BOX	Each	2.00	$8,000.00	$16,000.00		
663606	6" PVC C-900 WATERLINE	L.F.	20.00	$50.00	$1,000.00		
663608	8" PVC C-900 WATERLINE	L.F.	120.00	$80.00	$9,600.00		
663612	12" PVC C-900 WATERLINE	L.F.	120.00	$100.00	$12,000.00		
663636	36" PVC C-900 WATERLINE	L.F.	5200.00	$800.00	$4,160,000.00		
663704	2" WATER SERVICE LATERAL	Each	1.00	$3,300.00	$3,300.00		
663709	4" WATER SERVICE LATERAL	Each	1.00	$5,000.00	$5,000.00		
663779	CONNECT TO EXISTING WATERLINE, 8"	Each	4.00	$30,000.00	$120,000.00		
663780	CONNECT TO EXISTING WATERLINE, 12"	Each	4.00	$35,000.00	$140,000.00		
663782	CONNECT TO EXISTING WATERLINE, 36"	Each	4.00	$45,000.00	$180,000.00		
663788	36" BUTTERFLY VALVE & VALVE BOX	Each	8.00	$220,000.00	$1,760,000.00		
663790	36" LINE STOP	Each	4.00	$150,000.00	$600,000.00		
663791	36" X 36" X 8" X 8" CROSS	Each	2.00	$40,000.00	$80,000.00		
663791	36" X 36" X 12" X 12" CROSS	Each	2.00	$40,000.00	$80,000.00		
663793	8" VALVE INSERTION	Each	2.00	$14,500.00	$29,000.00		
663794	12" VALVE INSERTION	Each	3.00	$22,750.00	$68,250.00		
663897	12" GATE VALVE AND VALVE BOX	Each	4.00	$12,000.00	$48,000.00		
663898	8" GATE VALVE AND VALVE BOX	Each	3.00	$5,000.00	$15,000.00		
667500	6" STEEL & CONCRETE BOLLARD	Each	12.00	$500.00	$6,000.00		
702810	TRAFFIC CONTROL DEVICES FOR CONSTRUC	L.S.	1.00	$80,000.00	$80,000.00		
801000	CONSTRUCTION STAKING BY THE CONTRACT	L.S.	1.00	$40,000.00	$40,000.00		
999999	LANDFILL TIPPING FEES FOR DISPOSAL OF 36" CONC. PIPE	Ton	2100.00	$50.00	$105,000.00		
			Sub-Total		$9,234,650.00		
			G.R.Tax 8.2708%		$763,779.43		
	TOTAL COST				$9,998,429.43		

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 26.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 25-42: Adoption of Resolution 25-42: Certification of Correctness of the Physical Inventory of Assets for FY2025. (Corn/Garcia)

BACKGROUND:
Initiated by: Deanna Garcia

Pursuant to Subsection A of Section 12-6-10 NMSA, it is required that, at the conclusion of each fiscal year, local government entities conduct a physical inventory of their assets. The physical inventory of assets, listed as Exhibit A, must be reviewed and formally approved for accuracy by the City Council.

FINANCIAL CONSIDERATION
No financial consideration for this item.

LEGAL REVIEW:
The resolution was submitted to Legal for review. Resolutions must be adopted by a majority vote of the entire City Council.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at its meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Resolution 25-42 Correctness of Physical Inventory
Exhibit A - Summary of Assets by Fund by Type

RESOLUTION 25-42

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO, CERTIFYING THE CORRECTNESS OF THE PHYSICAL INVENTORY OF ASSETS FOR FY25.

WHEREAS, at the end of the fiscal year, the city conducted a physical inventory of its assets, see Exhibit A for a list of Assets by fund by type, and;

WHEREAS, the results of the physical inventory have been recorded in a written inventory report, and;

WHEREAS, the certification of correctness of the physical inventory of assets is a requirement of the New Mexico State Auditor.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL, AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, hereby certifies the correctness of the physical inventory of assets for fiscal year 2025 listed in Exhibit A.

PASSED, ADOPTED, SIGNED, and APPROVED on this 14th day of August 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

DRAFT

City Council
213 of 401
Roswell, NM

CITY OF ROSWELL
ASSETS BY FUND BY TYPE
ACQUISITIONS THROUGH 6/30/2025

FUND	ASSET TYPE	ASSET TYPE	DESCRIPTION	ACQ COST	CURRENT YEAR DEPREC	LTD ACCUM DEPREC	CURRENT BOOK VALUE
2601 CAPITAL IMPROVEMENTS FUND							
	10	LD	LAND	110,709.08	-	-	110,709.08
	20	BL	BUILDINGS	12,873.96	444.12	11,310.70	1,563.26
	30	EQ	EQUIPMENT	739,969.27	4,196.20	734,804.56	5,164.71
	35	CP	COMPUTERS	550.00	-	550.00	-
	40	FF	FURNITURE /FIXTURES	2,763.46	-	2,763.46	-
	50	VEH	VEHICLES	342,323.49	1,791.01	342,323.49	-
	60	IS	INFRASTRUCTURE	9,057,258.22	215,624.96	6,414,257.04	2,643,001.18
	80	IT	INTANGIBLES	195,679.97	-	-	195,679.97
	90	UD5	UNDER $5000	190,634.33	1,039.69	183,010.55	7,623.78
				10,652,761.78	223,095.98	7,689,019.80	2,963,741.98
2602 CEMETERY FUND							
	10	LD	LAND	352,000.00	-	-	352,000.00
	15	LI	LAND IMPROVEMENTS	811,112.60	39,879.41	514,584.45	296,528.15
	20	BL	BUILDINGS	238,128.22	3,584.76	215,956.06	22,172.16
	30	EQ	EQUIPMENT	466,997.31	30,346.45	351,629.16	115,368.15
	35	CP	COMPUTERS	1,505.00	-	1,505.00	-
	50	VEH	VEHICLES	168,055.00	-	168,055.00	-
	55	CIP	CONSTRUCTION IN PROGRESS	756,427.90	-	-	756,427.90
	90	UD5	UNDER $5000	67,251.55	831.53	60,244.71	7,006.84
				2,861,477.58	74,642.15	1,311,974.38	1,549,503.20
2610 TRANSIT FUND							
	10	LD	LAND	10,000.00	-	-	10,000.00
	20	BL	BUILDINGS	522,467.90	7,831.38	453,728.82	68,739.08
	30	EQ	EQUIPMENT	29,253.95	3,687.16	20,343.28	8,910.67
	40	FF	FURNITURE /FIXTURES	1,968.44	-	1,968.44	-
	50	VEH	VEHICLES	1,557,503.62	205,872.50	961,311.42	596,192.20
	90	UD5	UNDER $5000	15,352.46	-	15,352.46	-
				2,136,546.37	217,391.04	1,452,704.42	683,841.95

CITY OF ROSWELL
ASSETS BY FUND BY TYPE
ACQUISITIONS THROUGH 6/30/2025

FUND	ASSET TYPE	ASSET TYPE	DESCRIPTION	ACQ COST	CURRENT YEAR DEPREC	LTD ACCUM DEPREC	CURRENT BOOK VALUE
2615 RECREATION FUND							
	10	LD	LAND	6,000.00	-	-	6,000.00
	15	LI	LAND IMPROVEMENTS	2,345,881.60	107,546.07	793,653.81	1,552,227.79
	20	BL	BUILDINGS	23,550,976.91	1,116,015.06	7,442,745.11	16,108,231.80
	30	EQ	EQUIPMENT	365,908.59	29,747.55	183,483.57	182,425.02
	40	FF	FURNITURE /FIXTURES	1,450.00	-	1,450.00	-
	50	VEH	VEHICLES	150,101.39	-	150,101.39	-
	55	CIP	CONSTRUCTION IN PROGRESS	177,126.07	-	-	177,126.07
	60	IS	INFRASTRUCTURE	649,752.92	2,707.30	2,707.30	647,045.62
	80	IT	INTANGIBLES	80,300.93	-	-	80,300.93
	90	UD5	UNDER $5000	63,494.74	33.87	63,494.74	-
				27,390,993.15	1,256,049.85	8,637,635.92	18,753,357.23
2623 STREET / ROAD FUND							
	10	LD	LAND	244,459.99	-	-	244,459.99
	12	LR	LAND RIGHT OF WAYS	5,175,036.87	-	-	5,175,036.87
	15	LI	LAND IMPROVEMENTS	388,777.89	10,122.68	103,351.06	285,426.83
	20	BL	BUILDINGS	245,327.93	1,159.80	223,679.37	21,648.56
	30	EQ	EQUIPMENT	2,319,213.22	33,643.26	2,142,503.09	176,710.13
	35	CP	COMPUTERS	1,344.00	-	1,344.00	-
	40	FF	FURNITURE /FIXTURES	1,401.30	-	1,401.30	-
	50	VEH	VEHICLES	3,021,197.80	163,964.25	2,156,701.36	864,496.44
	55	CIP	CONSTRUCTION IN PROGRESS	2,823,178.76	-	-	2,823,178.76
	60	IS	INFRASTRUCTURE	3,023,836.50	151,085.18	377,054.24	2,646,782.26
	65	IR	INFRASTRUCTURE - ROADS	183,563,586.09	3,063,383.05	158,246,682.25	25,316,903.84
	90	UD5	UNDER $5000	92,212.61	2,608.82	85,573.04	6,639.57
				200,899,572.96	3,425,967.04	163,338,289.71	37,561,283.25
5100 AIR CENTER FUND							
	10	LD	LAND	68,028.68	-	-	68,028.68
	12	LR	LAND RIGHT OF WAYS	170.00	-	-	170.00
	15	LI	LAND IMPROVEMENTS	4,620,938.49	184,488.37	1,350,493.24	3,270,445.25

CITY OF ROSWELL
ASSETS BY FUND BY TYPE
ACQUISITIONS THROUGH 6/30/2025

FUND	ASSET TYPE	ASSET TYPE	DESCRIPTION	ACQ COST	CURRENT YEAR DEPREC	LTD ACCUM DEPREC	CURRENT BOOK VALUE
	20	BL	BUILDINGS	53,788,868.60	1,598,689.09	36,595,760.64	17,193,107.96
	30	EQ	EQUIPMENT	2,421,925.83	63,856.65	2,134,966.84	286,958.99
	40	FF	FURNITURE /FIXTURES	75,851.82	-	75,851.82	-
	50	VEH	VEHICLES	2,525,797.24	87,156.54	2,085,521.18	440,276.06
	55	CIP	CONSTRUCTION IN PROGRESS	4,979,445.78	-	-	4,979,445.78
	60	IS	INFRASTRUCTURE	39,351,046.52	1,480,733.15	23,413,780.55	15,937,265.97
	65	IR	INFRASTRUCTURE - ROADS	102,417.01	9.13	102,417.01	-
	70	IW	INFRASTRUCTURE - WATER	244,620.93	10,741.12	21,184.24	223,436.69
	80	IT	INTANGIBLES	358,827.83	-	-	358,827.83
	90	UD5	UNDER $5000	18,629.75	548.52	14,528.62	4,101.13
				108,556,568.48	3,426,222.57	65,794,504.14	42,762,064.34
5200 SANITATION FUND							
	10	LD	LAND	194,229.23	-	-	194,229.23
	15	LI	LAND IMPROVEMENTS	12,819,879.63	768,550.48	7,531,945.11	5,287,934.52
	20	BL	BUILDINGS	2,081,316.82	42,899.16	1,686,225.15	395,091.67
	30	EQ	EQUIPMENT	6,870,172.50	715,901.26	4,711,593.58	2,158,578.92
	35	CP	COMPUTERS	12,042.33	-	12,042.33	-
	40	FF	FURNITURE /FIXTURES	1,493.31	-	1,493.31	-
	50	VEH	VEHICLES	7,664,833.10	664,270.22	5,284,344.18	2,380,488.92
	55	CIP	CONSTRUCTION IN PROGRESS	55,215.66	-	-	55,215.66
	90	UD5	UNDER $5000	26,872.17	222.55	24,556.08	2,316.09
				29,726,054.75	2,191,843.67	19,252,199.74	10,473,855.01
5300 WATER FUND							
	10	LD	LAND	4,657,555.00	-	-	4,657,555.00
	15	LI	LAND IMPROVEMENTS	2,041,821.75	100,012.67	1,300,372.19	741,449.56
	20	BL	BUILDINGS	46,106,841.14	1,173,349.07	42,376,075.72	3,730,765.42
	30	EQ	EQUIPMENT	15,745,124.95	712,194.86	13,750,267.46	1,994,857.49
	35	CP	COMPUTERS	22,868.75	-	22,868.75	-
	40	FF	FURNITURE /FIXTURES	36,250.53	-	36,250.53	-
	50	VEH	VEHICLES	3,878,459.27	276,895.81	3,270,622.74	607,836.53

CITY OF ROSWELL
ASSETS BY FUND BY TYPE
ACQUISITIONS THROUGH 6/30/2025

FUND	ASSET TYPE	ASSET TYPE	DESCRIPTION	ACQ COST	CURRENT YEAR DEPREC	LTD ACCUM DEPREC	CURRENT BOOK VALUE
	55	CIP	CONSTRUCTION IN PROGRESS	11,648,756.47	-	-	11,648,756.47
	60	IS	INFRASTRUCTURE	34,102,352.62	1,460,683.86	15,334,703.03	18,767,649.59
	70	IW	INFRASTRUCTURE - WATER	52,369,758.84	1,561,761.16	32,110,517.54	20,259,241.30
	80	IT	INTANGIBLES	11,786,409.82	-	-	11,786,409.82
	90	UD5	UNDER $5000	949,323.19	48,772.50	779,137.53	170,185.66
				183,345,522.33	5,333,669.93	108,980,815.49	74,364,706.84
GRAND TOTAL				666,627,860.71	19,993,601.82	441,870,190.18	224,757,670.53

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 27.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 25-43: adoption of Resolution 25-43: Southeastern NM Economic Development District/COG. (Corn/Martinez)

BACKGROUND:
Initiated by: Southeastern NM Economic Development District/COG

The City of Roswell is a member of the Southeastern New Mexico Economic Development District/COG. In accordance with Article 58, section 4-58-1 to 4-58-6 NMSA 1978, an agreement setting forth the terms and conditions of active membership in the Southeastern New Mexico Economic Development District/COG is required. The City continues to be an active member. A copy of this Resolution (together with the referenced Agreement) shall be filed with the State of New Mexico, Department of Finance and Administration, Local Government Division, and the Southeastern New Mexico Economic Development District/COG, and shall be made a part of the budget documentation of the Municipality

FINANCIAL CONSIDERATION
Funding Source: This is in the approved FY26 adopted budget expense line 11014013 712701.

- Annual dues of $13,588.00 to the District as recognition of active membership.

LEGAL REVIEW:
Legal has reviewed the Agreement.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at its meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Resolution 25-43 SENMEDD-COG
Annual Membership 25-26 Information

RESOLUTION NO. 25-43

WHEREAS, the City of Roswell hereinafter referred to as the Municipality, is a member of and desires the services of the Southeastern New Mexico Economic Development District/COG, and

WHEREAS, in accordance with article 58, section 4-58-1 to 4-58-6 NMSA 1978, an agreement setting forth the terms and conditions of active membership in the Southeastern New Mexico Economic Development District/COG is required, and

WHEREAS, it is the desire of the Municipality to continue as an active member of the Southeastern New Mexico Economic Development District/COG.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ROSWELL THAT:

1. The Agreement attached to the Resolution expressed the desires and intent of the Municipality.
2. The Agreement attached is hereby ratified and approved and the proper official(s) of the Municipality are hereby authorized and instructed to affix their signature (s) thereto.
3. A copy of this Resolution (together with the referenced Agreement) shall be filed with the State of New Mexico, Department of Finance and Administration, Local Government Division and the Southeastern New Mexico Economic Development District/COG; and shall be made a part of the budget documentation of the Municipality.

DONE THIS_____ day of _____, 2025, at

City of Roswell
New Mexico

ATTEST:

_____
Mayor

_____
Clerk

Dora Batista
Executive Director

SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT

COUNCIL OF GOVERNMENTS

1600 SE Main, Suite D
Roswell, NM 88203
Phone: (575) 624-6131
Fax: (575) 624-6134
www.snmedd.com

July 2, 2025



Tim Jennings, Mayor
City of Roswell
P.O. Box 1838
Roswell, NM 88202-1838

Dear Mayor Jennings:

With regard to your annual membership in the District for the 2025-2026 fiscal year, we have enclosed the following:

I. **AGREEMENT** – required by the Department of Finance and Administration for disbursement of local funds and which conforms to state regulations. Two copies are enclosed. After the Agreement has been executed, please keep one copy and return one to our office.

II. **RESOLUTION** – upon approval by your council or commission, it is to be signed, attached to and distributed with the attached Agreement.

III. **2025-2026 ASSESSMENT SCHEDULE AND BUDGET FOR 2025-2026** enclosed for your information.

IV. **WORK PROGRAM FOR STATE APPROPRIATED FUNDS** – enclosed for your information.

V. **INVOICE** – enclosed for billing and bookkeeping purposes. Please return one copy with your check.

The most recent audit and financial statements are available upon request.

As you know, we are in the process of finalizing the SNMEDD/COG budget for the coming year and your prompt attention is greatly appreciated.

If you have any questions or require further information, please feel free to contact me. Thank you for your support and letting us serve you.

Sincerely,

Dora Batista
Executive Director

DB/pm
Enclosures

AGREEMENT

This Agreement, entered into by and between the Southeastern New Mexico Economic Development District/COG (hereinafter known as the "District") and the __City__ of __Roswell__ a member of said District (hereinafter known as the "Member") is as follows:

I. The District agrees to provide the following services to the Member upon request and final approval of the District budget:

A. Undertake studies, collect data and develop regional plans and programs pertaining to such subjects as human and natural resource development, community facilities and the general improvement of living and working environments.

B. Furnish technical and management assistance in the development of planning activities.

C. Coordinate local planning with that of other Members of the District and the State.

D. Assist in community and economic development, transportation and public works projects.

E. Assist member governments with their legislative activities.

F. Assist in the preparation of applications for funding under various state, federal and private grant programs. Contracts for administration may be entered into between Member and District if Member requires or desires District to administrate project.

G. Provide a Comprehensive Economic Development Strategy at the direction of the Board.

H. Engage in such other activities as are necessary to improve area development and address regional problems.

II. The Member agrees to the following:

A. To remain an active member of the District.

B. To make an annual contribution of $__13,588.00___ to the District as recognition of active membership.

Entered into this _____ day of _____, 2025, at

_____
New Mexico

ATTEST:

_____
Clerk

_____
Mayor/Commission Chairman

ATTEST:

SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT/COG

Dora Batista
Dora Batista, Board Secretary

Sam Seely
Sam Seely, Board President

SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT/COG

DUES STRUCTURE

MEMBER	2024-2025 CURRENT	2025-2026 PROPOSED
Chaves County	$8,000	$8,000
Eddy County	$8,000	$8,000
Lea County	$8,000	$8,000
Lincoln County	$7,000	$7,000
Otero County	$8,000	$8,000
Town of Dexter	$1,000	$1,000
Town of Hagerman	$1,000	$1,000
Town of Lake Arthur	$1,000	$1,000
City of Roswell	$13,588	$13,588
City of Artesia	$3,450	$3,450
City of Carlsbad	$7,641	$7,641
Village of Hope	$1,000	$1,000
Village of Loving	$1,000	$1,000
City of Eunice	$1,000	$1,000
City of Hobbs	$10,237	$10,237
City of Jal	$1,000	$1,000
City of Lovington	$3,303	$3,303
Town of Tatum	$1,000	$1,000
Village of Capitan	$1,000	$1,000
Town of Carrizozo	$1,000	$1,000
Village of Corona	$1,000	$1,000
Village of Ruidoso	$2,450	$2,450
City of Ruidoso Downs	$1,000	$1,000
City of Alamogordo	$9,121	$9,121
Village of Cloudcroft	$1,000	$1,000
Village of Tularosa	$1,000	$1,000
Mescalero Apache Tribe	$1,000	$1,000
TOTALS:	$103,790	$103,790

Southeastern New Mexico Economic Development District/ Council of Governments

FY 2026-2027 DFA ANNUAL WORK PLAN

State of New Mexico
Grant-In-Aid Program

The following are measurable functions and tasks the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG) will complete in fulfillment of its obligation to its member governments and the State of New Mexico Department of Finance and Administration-Local Government Division to provide planning, technical assistance and capacity building services to local governments in southeastern New Mexico.

Function 1. Submit reports, budgets, and planning outcomes to the Local Government Division.

Task 1.1 Prior to July 1, 2025 submit a Board approved Annual Work and Operations Budget to the Local Government Division

Task 1.2 Submit payment reimbursement invoices to the Local Government Division no later than the 15th day of the month (January, April, July, October) following the close of each quarter

Task 1.3 Provide professional development training opportunities to staff

Task 1.4 Schedule and include as an agenda item for each quarterly meeting of the Board of Directors training or information to benefit local elected officials such as speakers from agencies of interest, legislators, or upcoming training or meetings

Task 1.5 Attend and participate, when possible, regularly scheduled meetings of member governments; special purpose meetings; and other relevant events

Task 1.6 Participate in NewMarc (NM Association of Reginal Councils); SWREDA (Southwest Regional Executive Directors Association); and the National Association of Development Organizations (NADO)

Function 2. Provide local governments with capacity building, technical assistance and information on federal and state available funding

Task 2.1 Inform members regularly of local, state and federal funding opportunities such as CDBG, EDA, USDA, CIF and other funding programs, rule changes and Notifications of Funding Assistance (NOFA) including Disaster Recovery and Stimulus funds when available

Task 2.2 Inform members of State available funds such as Matching Funds, Cost Overruns, Outdoor Recreation; NMDOT programs, etc

Task 2.3 Assist with funding assistance applications for members upon their request including the conducting of public hearings if necessary. Coordinate presentations to the Community Development Council and Colonias Infrastructure Fund Board by our member governments seeking CDBG or CIF funding

Task 2.4 Provide Grant Administration and Technical Assistance to member governments upon approval of a contractual agreement between the local government and the funding agency. A contract between SNMEDD and the local municipality/county can be negotiated for grant administration

Task 2.5 Act as Fiscal Agent to those municipalities/counties that have deficiencies in their audit and would not be able to receive funding from capital outlay or grants otherwise

Task 2.6 Assist local governments with the seeking of funds for updating comprehensive plans, creating asset management plans and participate in public input meetings

Function 3. Infrastructure Planning—Coordinate the ICIP process regionally.

Task 3.1 Assist with ICIP training to the extent needed that will be presented to local governments and others by DFA/LGD staff

Task 3.2 Assist and provide local governments technical assistance with the development and submittal of the ICIP as needed. Encourage the submission and participation of the ICIP to our municipalities/counties and its relevance to the Capital Outlay process

Task 3.3 Encourage local municipal, county governments and other entities to include operation and maintenance costs in the ICIP

Task 3.4 Encourage members to develop financing plans for each of their top five ICIP priorities, including a project description, secured sources of funding and, where applicable, utility rate structure and asset management plans

Task 3.5 Have staff attend and encourage local government members to attend, the annual New Mexico Infrastructure Finance Conference and other relevant conferences

Task 3.6 Conduct regional clearinghouse review, as may be necessary for all applications per the Intergovernmental Cooperation Act of 1968 and Section 204 of the Demonstration Cities and Metropolitan Act of 1966, as amended, a grant applicant requesting federal funding should send its proposed project to the States' planning agencies

Function 4. Capital Outlay—Increase quality of project planning, legislative representation and administration.

Task 4.1 Assist local entities seeking assistance in the preparation and submission of capital outlay request forms through informational workshops and direct application technical assistance

Task 4.2 Work with Legislators throughout the region on locally established capital improvement priorities by holding public hearings in each county and allowing municipalities and counties the opportunity to present potential projects to their legislators. Assist with reauthorizations.

Task 4.3 Prepare a preliminary spreadsheet of projects submitted by local municipalities/counties and other entities who applied through the capital outlay portal, and submit to local legislators

Task 4.4 Track capital outlay legislation relevant to community development, infrastructure improvement projects and project planning and programming. Assist legislators during the legislative session with capital outlay and other assistance they may need

Task 4.5 Participate in State funding programs such as NM Gro to the extent mandated by the State

Function 5. Rural Support—Build capacity of local governments, rural water associations and other rural organizations.

Task 5.1 Provide assistance to rural water associations, community ditches, acequias and other non-members on capital project planning. Assistance may be based on a Board approved fee for service schedule

Task 5.2 Engage rural members and non-members requesting assistance in "project prospectus development", develop, review and vet projects seeking funding sources to meet specific project needs

Task 5.3 Invite rural water associations and other non-member organizations in each county to capital improvement hearings or meetings that would be beneficial

Task 5.4 Provide opportunities and information for local municipal/county staff and/or elected officials to attend capacity building training, workshops and conferences sponsored by state, regional and national planning and development organizations and funding sources

Task 5.5 Provide public relations for the SNMEDD and local governments through actions and media dissemination

Task 5.6 Apply for technical assistance and capacity building funds to provide services to our region

Function 6. Transportation—Provide local governments with assistance to improve the region's transportation system for the efficient movement of goods, services, and people.

Task 6.1 Compile and maintain a database of transportation-related projects that may be contemplated or that are ready to be implemented for local governments within the region

Task 6.2 Maintain transportation-related technical information on the website, as available, to assist local governments and others in packaging applications that improve the infrastructure of the region

Task 6.3 Provide orientations or similar training to newly appointed RPO members representing local governments, preparing them in their roles on the Regional Transportation Policy and Technical Committees

Task 6.4 Meet with local elected officials, informing them of the transportation-related programs and activities available to them through the Southeastern Regional Planning Organization (SERTPO) encouraging their input in regional transportation planning

Task 6.5 Maintain and provide the SERTPO regional transportation planning function in concert with the New Mexico Department of Transportation

Task 6.6 Organize, schedule and host SERTPO Policy Committee and Technical Committee meetings

Function 7. Provide economic resource data to the region and support Industry Clusters and workforce development

Task 7.1 Prepare a Comprehensive Economic Development Strategy update for submittal to our local government members and the Economic Development Administration (EDA) under the guidance and rules established by EDA.

Task 7.2 Provide US Census/CEDS/Regional data information and support for the region as a US Census Bureau Affiliate and Regional Planning organization. Post results of studies or analysis on SNMEDD website and make data available to our region for applications and reports

Task 7.3 Meet regularly with the region's five economic development corporation/entities to gather and share information.

Task 7.4 Support the top five industry clusters in our region: Energy; Agriculture; Tourism; Defense & Security; and Transportation

Task 7.5 Support and promote local agriculture and related value added industries

Task 7.6 Work with the Small Business Development Centers in our region

Task 7.7 Attend Eastern Area Workforce Board Meetings and provide information to the chief elected officials

Regular City Council Meeting 28.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 25-44: Approving a budget adjustment for the fiscal year ending June 30, 2026. (Corn/Gomez)

BACKGROUND:
Initiated by: Toni Gomez

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

FINANCIAL CONSIDERATION

- Various Funds: Revenues $30,236,689.86 and Expenses $39,957,967.67

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

BOARD AND COMMITTEE ACTION:
Finance Committee recomended approval 5-0 at its meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Resolution 25-44
Budget Adjustment August 25

RESOLUTION 25-44

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO AMENDING THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2026, FOR VARIOUS GRANTS AND OTHER DEPARTMENTS.

WHEREAS, the governing body of the City of Roswell, State of New Mexico, has previously approved a budget for the fiscal year 2025-2026, ending June 30, 2026; and

WHEREAS, the City of Roswell desires to amend said budget in the amount of $30,236,689.86 revenues and $39,957,967.67 in expenses, detailed in Exhibit A and summarized below:

- Various Funds: Revenues $30,236,689.86 and Expenses $39,957,967.67

WHEREAS, it is the majority opinion of the Governing Body that the proposed amended budget continues to meet fiscal requirements as currently determined for the fiscal year 2025-2026.

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

PASSED, ADOPTED, SIGNED, and APPROVED the 14th day of August 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

Budget Adjustment for August 2025
Resolution 25-44 "Exhibit A"

Revenue:

Museum 2611 489100	$	129,405.88	Reimbursement from Huntington T. Block Insurance
Museum 2611 489100	$	110,173.40	Reimbursement from Fine Arts Insurance
Transit 2610 443100	$	408,345.93	NMDOT
Air Center 5100 441352	$	5,500,000.00	Taxiway C Extension Federal Grant ROW-25-03
Air Center 5100 441352	$	2,150,000.00	Taxiway C Rehab Federal Grant ROW-25-04
Air Center 5100 441352	$	6,798,787.52	BLM Firefighting Taxiway Federal ROW-24-01
Air Center 5100 441352	$	140,240.48	RAC Rehabilitation Terminal Apron-Phase I (MAP) Federal Grant 3-35-0035-037-2020
Air Center 5100 441352	$	26,074.12	Task Order G Master Plan Federal Grant 48
Air Center 5100 441352	$	48,074.07	Air Field Lighting Federal Grant ROW-24-02
Air Center 5100 441352	$	259,599.92	Task Order K Federal Grant 51
Air Center 5100 443250	$	1,309,130.08	Roswell Air Center Termianl Expansion Grant 23-H2930
Air Center 5100 443250	$	3,380,185.36	RAC Infrastructure Improvements Grant 22-G2773
Air Center 5100 443250	$	387,441.37	RAC Aircraft Rescue and Firefighting Training Facility Grant 22-G2774
Air Center 5100 443250	$	840,710.00	RAC Capital Appropriations Grant 24-I2874
Air Center 5100 443250	$	748,521.73	SE WaterLine Grant with County
Air Center 5100 443250	$	8,000,000.00	Tourism Capital Approprations
Total	**$**	**30,236,689.86**	

Expenditures:

Museum 26114221 612500	$	129,405.88	Reimbursement from Huntington T. Block Insurance
Museum 26114221 612500	$	110,173.40	Reimbursement from Fine Arts Insurance
Transit 26104511 817506	$	408,345.93	NMDOT
Air Center 51004334 817504	$	5,500,000.00	Taxiway C Extension Federal Grant ROW-25-03
Air Center 51004334 817504	$	2,150,000.00	Taxiway C Rehap Grant Federal ROW-25-04
Air Center 51004334 817504	$	6,798,787.52	BLM Firefighting Taxiway Federal ROW-24-01
Air Center 51004334 817504	$	140,240.48	RAC Rehabilitation Terminal Apron-Phase I (MAP) Federal Grant 3-35-0035-037-2020
Air Center 51004334 817504	$	26,074.12	Task Order G Master Plan Federal Grant 48
Air Center 51004334 817504	$	48,074.07	Air Field Lighting Federal Grant ROW-24-02
Air Center 51004334 817504	$	259,599.92	Task Order K Federal Grant 51
Air Center 51004334 817504	$	1,309,130.08	Roswell Air Center Termianl Expansion Grant 23-H2930
Air Center 51004334 817504	$	3,380,185.36	RAC Infrastructure Improvements Grant 22-G2773
Air Center 51004334 817504	$	387,441.37	RAC Aircraft Rescue and Firefighting Training Facility Grant 22-G2774
Air Center 51004334 817504	$	840,710.00	RAC Capital Appropriations Grant 24-I2874
Air Center 51004334 817504	$	748,521.73	SE WaterLine Grant with County
Air Center 51004334 817504	$	6,304,781.97	Remianing Funds from LEDA Grant
Air Center 51004334 817504	$	8,000,000.00	Tourism Capital Approprations
Air Center 51004332 652421	$	788,087.40	Demolition of Buildings 112 & 115
Public Safety 55004125 817506	$	1,778,782.49	Purchase 8 Ambulances
Public Safety 55004125 817505	$	86,526.03	Radio Equipment
Public Safety 55004125 817505	$	763,099.92	Gurneys and Cardiac Monitors
Total	**$**	**39,957,967.67**	

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 29.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of the agreement between the City of Roswell and Southeastern New Mexico Economic Development District/COG in the amount of $13,588.00 (Corn/Martinez)

BACKGROUND:
Initiated by: Southeastern New Mexico Economic Development District/COG

The District agrees to provide the following services to the Member upon request and final approval of the District budget:

Undertake studies, collect data, and develop regional plans and programs pertaining to such subjects as human and natural resource development, community facilities, and the general improvement of living and working environments.

- Furnish technical and management assistance in the development of planning activities.
- Coordinate local planning with that of other Members of the District and the State.
- Assist in community and economic development, transportation, and public works projects.
- Assist member governments with their legislative activities.
- Assist in the preparation of applications for funding under various state, federal, and private grant programs. Contracts for administration may be entered into between Member and District if Member requires or desires District to administer the project.
- Provide a Comprehensive Economic Development Strategy at the direction of the Board.
- Engage in such other activities as are necessary to improve area development and address regional problems. The Member agrees to the following: to remain an active member of the District.

FINANCIAL CONSIDERATION
To make an annual contribution of $13,588.00 to the District as recognition of active membership.

LEGAL REVIEW:
Legal has reviewed the Agreement and Resolution. Resolutions must be adopted by a majority vote of the entire City Council.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at its meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

2026 Agreement SENMEDD-COG

AGREEMENT

This Agreement, entered into by and between the Southeastern New Mexico Economic Development District/COG (hereinafter known as the "District") and the __City__ of __Roswell__ a member of said District (hereinafter known as the "Member") is as follows:

I. The District agrees to provide the following services to the Member upon request and final approval of the District budget:

A. Undertake studies, collect data and develop regional plans and programs pertaining to such subjects as human and natural resource development, community facilities and the general improvement of living and working environments.

B. Furnish technical and management assistance in the development of planning activities.

C. Coordinate local planning with that of other Members of the District and the State.

D. Assist in community and economic development, transportation and public works projects.

E. Assist member governments with their legislative activities.

F. Assist in the preparation of applications for funding under various state, federal and private grant programs. Contracts for administration may be entered into between Member and District if Member requires or desires District to administrate project.

G. Provide a Comprehensive Economic Development Strategy at the direction of the Board.

H. Engage in such other activities as are necessary to improve area development and address regional problems.

II. The Member agrees to the following:

A. To remain an active member of the District.

B. To make an annual contribution of $__13,588.00___ to the District as recognition of active membership.

Entered into this _____ day of _____, 2025, at

_____
New Mexico

ATTEST:

_____
Clerk

_____
Mayor/Commission Chairman

ATTEST:

SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT/COG

Dora Batista
Dora Batista, Board Secretary

Sam Seely
Sam Seely, Board President

Regular City Council Meeting 30.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of the Eastern New Mexico State Fair Lodgers' Tax Funding Request in the amount of $20,000 for marketing, sanitation, and security, and open negotiations with the City of Roswell for sponsorship. (Corn/Conyers)

BACKGROUND:
Initiated by: TJ Conyers

From their application: The Eastern New Mexico State Fair (ENMSF) has been an annual event in Chaves County for over 100 years. This event begins with the parade on Monday, followed by five days of agricultural events, arts and crafts displays, a ranch rodeo competition, food and goods vendors, and a carnival. The Fair operates Monday through Saturday. The mission of ENMSF is to educate as well as entertain patrons from all over the region. In addition to live music from a variety of genres, performances from local groups, and contracted variety entertainers, ENMSF also showcases non-profit organizations and community resources. ENMSF hosts school groups for field trips, unique activities for our senior citizens, and exclusive access for individuals with special needs.

3 years of Historical Lodgers' Tax Funding Data: Marketing, sanitation, and security (with the old policy of 50% reimbursement)

- FY2023- Awarded $75,228.63- Expended $24,249.93
- FY2024- Awarded $44,500- Expended $38,908.11
- FY2025- Awarded $47,020- Expended $35,213.10

FINANCIAL CONSIDERATION:
Funding Source: In the FY26 Adopted Budget line item 26224081 672828.

- $20,000 for marketing, sanitation and security, and negotiations with the City of Roswell for sponsorship.

LEGAL REVIEW:
None at this time. The Legal Department will review the sponsorship agreement before signatures are collected.

BOARD AND COMMITTEE ACTION:
The Occupancy Tax board recommended (5-0) to award Eastern New Mexico State Fair $20,000 for marketing and $20,000 in sponsorship at their July 22, 2025, meeting. The Finance Committee recommended approval 5-0 at its meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

ENMSF Lodgers' Tax Funding Application
ENMSF Event History

LODGERS' TAX FUNDING APPLICATION

Received Date: REVISION-7/8/25

Please check the box for which type of funding you seek.

- ☑ Marketing, and Police/Security, Fire and Sanitation services
- ☑ Sponsorship

Today's Date: 7/9//25

Event Name: Eastern New Mexico State Fair Event Date: 7/9/25

Organization: Eastern New Mexico State Fair Event Time: M/S 12-10pm, T-Th

Event Address: 2055 SE Main St City/State/ZIP: Roswell NM 88203

Website: enmsf.com Phone: 5756239411 Email: leslie.enmsf@yahoo.com

Organizer: Leslie Robertson Mobile: 5759108012

Second Organizer: Adriann Ragsdale Mobile: 5756268044

EVENT DETAILS

Estimated # Attending: 41,500 Anticipated # of hotel rooms booked: 1,000

Last year's event (if this is not a first-time event, must attach proof)

of Attendees: 41,242 # of hotel rooms booked: 895

Description of Event Logistics:

The Eastern New Mexico State Fair has been an annual event in Chaves County for over 100 years. This event begins with the parade on Monday, followed by five days of agricultural events, arts and crafts displays, a ranch rodeo competition, food and goods vendors, and a carnival. The Fair operates Monday through Saturday. The mission of ENMSF is to educate as well as entertain patrons from all over the region. In addition to live music from a variety of genres, performances from local groups, and contracted variety entertainers, ENMSF also showcases non-profit organizations and community resources. ENMSF hosts school groups for field trips, unique activities for our senior citizens, and exclusive access for individuals with special needs.

Sponsorship amount requested:	76,610.00

Permit #: _____

LODGERS' TAX FUNDING REQUEST

Any funding from Lodgers' Tax must follow the Lodgers' Tax Policy (PA0002). Please be sure you have read and understand the policy. **You must type out marketing budget plan in the fillable form below or attach as indicated below.** Please feel free to add additional pages, ad samples, artwork, etc. This is what is considered for approval. Any request not listed with this form is not considered for approval. Lodgers' Tax funds must be expended in accordance with the Lodgers' Tax Act for purposes of advertising, publicizing and promoting tourist-related attractions, facilities and events. Lodgers' Tax is funded by overnight stays in Roswell.

☐ Check here for First-time Event

List of eligible expenses for marketing: *Newspaper, Magazine, Radio, Television, Google Ads/ Paid Social Media, Digital Billboard, Vinyl Billboard, Posters, Flyers, Postcards, or other paid media.*

MARKETING BUDGET PLAN

Eligible Marketing Expenses *Please use and attach an additional sheet if more space is needed.*

Advertising Type	Placement/Vendor (specific):	Frequency/Run Dates:	Your Eligible Expense
Example: *Newspaper*	Example: *Dallas Morning News*	Example: *May 1-10, 2x 1/2 pg*	Example: *$700*
Newspaper	Roswell Daily Record	August-September	2500.00
Website Ads	GateOne Web	August-October	500.00
Radio	Pecos Valley Broadcasting	August-October	5000.00
Postcards	Simply to Impress	August	500.00
Postage	USPS	August	350.00
Billboard	Tyler Carter/Newman	August-October	2000.00
Radio	Radio Amigo	August-October	750.00
Radio	Walton Stations	August-October	2,010.00

Note: All marketing must include "paid in part by City of Roswell Lodgers' Tax" logo and/or text to be eligible.

Other Eligible Expenses	Details (Source of Services / Service Employees Required / # of T-Shirts)	Your Eligible Expense
Police/Security	SCP Security, parade barricades, cones 110 officer hours	45000.00
Fire		
Clean-up/Sanitation	Parade trash, Starr Janitorial, Lore's Cleaning, Quality Janitorial, TNT Portables	38000.00
T-Shirts (registered participant)		

TOTAL eligible expenses:	$96,610.00

EVENT DETAILS/SCORING

The definition of a Tourist means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax. Tourist-related events mean events that are planned for, promoted to and attended by tourists. *Lodgers' Tax Act Definitions {3-38-13 NMSA 1978}*

Please provide details of your event, along with any attachments that may help answer the specific questions below. The Occupancy Tax Board will score the event on a 100-point scale based on return on investment, historical performance, other economic impact, general attendance and event uniqueness.

Return on Investment (25 points): Detail the return on investment to the community based on tourism. Consider any additional Lodgers' Tax generated as a direct result of your organization or event, along with any estimated attendance from out-of-town visitors and estimated room nights in local lodging facilities.

The Eastern New Mexico State Fair has participants and entries from all 33 counties in New Mexico. Youth participate with their art and agricultural projects and individuals of all ages enter arts, crafts, baked and canned goods, and produce.
The parade averages 100 entries of floats, bands, and businesses to entertain the crowds who begin lining up hours before the parade begins.
ENMSF vendors hail from over 60 zip codes outside of Chaves County and all utilize local lodging. Numerous judges are brought in from out of town for agricultural and home economics competitions. Families of the livestock shows travel from all over the state to stay for the 5 day youth competitions. Historically, the fair books anywhere from 500-2,000 hotel rooms/rentals/RVs for exhibitors, visitors, entertainers, and judges.

Source for detail provided: survey cards, vendor contracts, parade entries

Historical Performance (10 points): Include award dollars used, prior attendance and room nights.

2024: $35,213.10awarded, 41,242 in attendance, 895rooms
2023: $38,9 08.11awarded, 42 ,523 in attendance, 2 ,542 rooms
2022: $24,249.93 awarded, 42,206 in attendance, 2,676 rooms
2021: No dollars awarded to organizations in 2 021
2020: Covid, no event
2019: $4 0,000awarded, 4 8,3 02 in attendance, 800 rooms
2018: $36,750awarded, 4 6,2 02 in attendance, 665 rooms

Award dollars previously used: $35,213.10

Prior year attendance: 41,242

of overnight room nights booked: 895

Estimated cost of service request from City Departments (not scored):

Sanitation
Barricades
Sand Bags
Signage
Officers
$14, 977.91

Other Economic Impact (25 points): Additional Gross Receipts Tax generated as a direct result of your organization or event (restaurants, purchases in local stores).

92% dines locally 87% purchased fuel 83% shopped in local stores
Local business vendors indicated they benefit from showcasing their goods or services at the fair, they also purchase supplies for their booths during fair week.
Livestock families purchase feed and equipment from Roswell Livestock, Big R, Paul's Vet.
Trophies are purchased locally through CRM.
The bulk of our security is provided by local company, SCP.

Attendance typee & transportation to Roswell: Personal vehicles, Airlines

Average daily spending on food/beverage: $200

Source for data provide listed above: survey cards

General Attendance of Event (10 points): Please consider both local and out-of-town attendees.

We typically average between 6,000 and 7,000 on grounds each of the six days of the fair. People come from every county in New Mexico along with many others from Texas, Colorado, California, and some from Mexico.
Children under the age of 3, Veterans, and First Responders are provided free entry.

38,857 Local

1,397 Outside

3.5 % of attendance from outside of Roswell

Source for data provided: survey cards

Uniqueness of Event (30 points): What makes this event different from others?

The Eastern New Mexico State Fair is a one of a kind event that has been going strong in the Roswell area for more than 100 years. This six day event welcomes participants and guests from all over New Mexico and the surrounding areas. ENMSF takes pride in its events and strives to provide a safe and fun experience for patrons of all ages. There are special events that encourage participation of all ages and interests: concerts, carnival rides, magic shows, animal exhibitions, arts and crafts displays and contests, health fairs, a rodeo, and baking opportunities. ENMSF is careful in selecting entertainment options to ensure there is a diversity of music genres represented along with entertainment acts for the whole family. Many people visit the fair for the food trucks alone. There are of course the standard fair options: funnel cakes, turkey legs, giant corn dogs but there's also always new culinary experiences like smothered sweet potato fries, crayfish, and stuffed grape leaves. The Commercial Building houses 100 booths of vendors, first responders, non-profit organizations, and political organizations. The junior livestock events and exhibits allow youth from across New Mexico a place to show their animal projects and potentially earn significant funds at the Junior Livestock Sale. These funds go towards college or the following year's projects.

Occupancy Tax Board Use Only

Return on Investment (25 points): _____
Historical Performance (10 points): _____
Other Economic Impact (25 points): _____
General Attendance (10 points): _____
Uniqueness of Event (30 points): _____
Total (100 points): _____

OFFICIAL USE ONLY

OTB Date: _____ Finance Committee Date: _____ Council Date: _____

Last Day of Event: _____ Reimbursement Request Due Date (90 days from last day of event): _____

THANK YOU FOR PARTICIPATING IN THE 2024 EASTERN NEW MEXICO STATE FAIR

This form is required of all participants

Regarding fair week, will you be:
(Check all that apply)

Required document page 1 of 3

We have hundreds of these if we need to bring them in :)

THANK YOU FOR PARTICIPATING IN THE 2024 EASTERN NEW MEXICO STATE FAIR

This form is required of all participants

Regarding fair week, will you be:
(Check all that apply)

- [x] Staying at a local hotel/RV park
  - If so, how many nights? 3
- [x] Purchasing fuel in Roswell
- [x] Dining in a local restaurant
- [x] Shopping locally

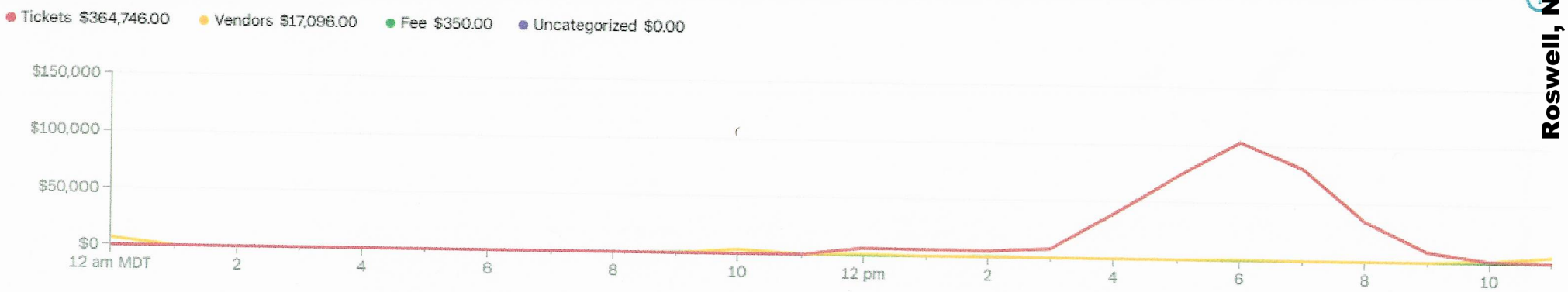
Please provide your zip code: 87032

ROSWELL New Mexico
Paid in part by the City of Roswell Lodgers' Tax

Sep 29, 2024–Oct 6, 2024

All day (12:00 am - 12:00 am MDT)

Top 4 Categories: Gross Sales



Category	Items Sold	Gross Sales
Uncategorized	280	$0.00
Fee	2	$350.00
Tickets	33,523	$364,746.00
Vendors	53	$17,096.00
Total	33,858 + passes	$382,192.00

Roswell, NM
239 of 401
City Council

Invoice

Questions? Call (800) 952 1457

Bill To	Ship To
Leslie Robertson ENMSF PO BOX 824 ROSWELL, NM 88202 0824 Phone: 575 623 9411 Email: leslie.enmsf@yahoo.com	Leslie Robertson ENMSF 2205 N ATKINSON AVE ROSWELL, NM 88201 7669 United States Phone: 575 623 9411 3

Order No.: MPP-245336 Date: August 20, 2024 Ship by: Two-Day PO Number: PASSES

	Item Description	Unit Price	Qty.	Amount
1.	 TheftGuard™ Destructible Polyester (Holographic) - 1.75" x 1.75" Rounded Diamond Size: 1.75" x 1.75" Part #: PP-3781 · HTC Code: 3919.90.00	$6.5900/Pack Package: 10 Labels/Pack	60 Packs	$395.40
2.	 TheftGuard™ Destructible Polyester (Holographic) - 1.75" x 1.75" Rounded Diamond Size: 1.75" x 1.75" Part #: PP-3781 · HTC Code: 3919.90.00	$4.4300/Pack Package: 10 Labels/Pack	120 Packs	$531.60

The amount shown on this invoice are in US Dollars.

Please make checks payable to SmartSign and mail to the following address:
Xpressmyself.Com LLC
P.O. Box # 24599
New York, NY 10087

If you will be sending remittances via overnight express mail, please remit to:
JPMorgan Chase - Lockbox Processing
Attn: Xpressmyself.com LLC & 24599
4 Chase Metrotech Center
7th floor East
Brooklyn, NY 11245

Product Subtotal :	$927.00
Estimated Shipping Charges:	Free
Tax:	$73.19
Order Total (in US Dollars):	$1,000.19

Print Close

Back to history

Order details

leslie.enmsf@yahoo.com

Order date: August 21st 2024
Order #: VP_C4QVJDJ4
Status: In progress

Shipping method	Shipping address	Billing address	Payment method	
Priority Estimated arrival Aug 30th	Jonathan Dudley ENMSF ENMSF 1015 S Atkinson Ave Roswell, New Mexico 88203-7156 United States of America 5756239411	Leslie Robertson ENMSF 2500 SE Main Roswell, New Mexico 88203-4057 United States of America 5756239411	VISA Visa **** 2226	$348.47

Items



Standard Business Cards
In progress
Expected delivery: Aug 30th
Quantity: 1000

Selected options

Item total ~~$71.99~~ $61.65



Standard Business Cards
In progress
Expected delivery: Aug 30th
Quantity: 5000

Selected options

Item total ~~$275.99~~ $236.33

Order summary

Product total	$347.98
Savings RMN50	-$50.00
Shipping: Priority	$24.99
Tax	$25.50
Total	**$348.47**

Name	Number of Rooms	Check in	Check out	Notes	Sent to Hotel	Confirmation Number	Column1
Michaela Martin	1	9/27/2024	9/28/2024		9/4/2024	65034589	
Teresa DeSautell	1	9/29/2024	9/30/2024		9/4/2024	89263468	
Anthony Reis	1	9/29/2024	10/1/2024	2 nights	9/4/2024	67128618	
Cody Hayes	1	9/30/2024	10/2/2024	2 nights	9/4/2024	67776636	
Chad Coburn	1	10/1/2024	10/2/2024		9/4/2024	69132440	
Justin McCurry	1	10/2/2024	10/3/2024		9/4/2024	42278330	
Ron Diamond	1	9/29/2024	10/5/2024	6 nights	9/4/2024	80913495	
Chase McPhaul	1	10/1/2024	10/2/2024		9/11/2024	1962324	
Britney's Rage Band	3 dbl beds	10/3/2024	10/4/2024		9/4/2024	69641961	
Twist on Taylor Band	6 dbl beds	10/2/2024	10/4/2024		9/4/2024	46894955	
Justin Kemp Band	4 dbl beds	10/4/2024	10/5/2024		9/4/2024	48278971	
Rick Trevino Band	1King & 4 dbl beds	10/4/2024	10/5/2024		9/4/2024	42324030, 46596968	
Sonora Skandalo Band	3 dbl beds	10/5/2024	10/6/2024		9/4/2024	83858163	
Conjunto Azabache	5 dbl beds	10/5/2024	10/6/2024		9/4/2024	84428837	
							0

Regular City Council Meeting 31.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of the Rio Pecos Kennel Club Lodgers' Tax Funding Request in the amount of $3,997 for marketing, sanitation, and security. (Corn/Conyers)

BACKGROUND:
Initiated by: TJ Conyers

From their application: This will be the 72nd annual AKC All-Breed dog show held in Roswell with over 350 entries from all over New Mexico and the United States. Generally, about only 50 entries reside in the Roswell area. We have held the dog show at RIAC Park for about 26 years. Club members and participants own most equipment, generators, and tents used. About 30 RVs attend the show and park on the grounds, but all are self-contained since there are no amenities there. We hire 24-hour private security and custodial services, including porta-potties, which we include in the request for Lodgers' Tax Funding.

We have applied for and received Lodgers Tax Funding for many years. 3 years of Historical Lodgers' Tax Funding Data: Marketing, sanitation, and security.

- FY2023- No request for funding
- FY2024- No request for funding
- FY2025- Awarded $4,578- Expended $2,021.32

FINANCIAL CONSIDERATION:
Funding Source: In the FY26 Adopted Budget line item 26224081 672828.

- $3,997 for marketing, sanitation, and security

LEGAL REVIEW:
None at this time. The Legal Department will review the sponsorship agreement before signatures are collected.

BOARD AND COMMITTEE ACTION:
The Occupancy Tax Board recommended (5-0) to award Rio Pecos Kennel Club $3,997 for marketing, security, and sanitation at their July 22, 2025, meeting. The Finance Committee recommended approval 5-0 at its meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Rio Pecos Kennel Club Lodgers' Tax Application

LODGERS' TAX FUNDING APPLICATION

Received Date: 7/8/2025- via email-TJC

Please check the box for which type of funding you seek.

- [x] Marketing, and Police/Security, Fire and Sanitation services
- [ ] Sponsorship

Today's Date: 07/07/2025

Event Name: Rio Pecos Kennel Club Dog Show Event Date: 10/3-5/2025

Organization: Rio Pecos Kennel Club Event Time: 8am-4pm daily

Event Address: RIAC Park, Earl Cummings Blvd. City/State/ZIP: Roswell NM 88203

Website: FaceBook Phone: 575-626-2640 Email: condor@dfn.com

Organizer: Elaine Mayfield Mobile: 575-626-2640

Second Organizer: Mary Wright Mobile: 575-208-8916

EVENT DETAILS

Estimated # Attending: 200 people with 350 dogs each day Anticipated # of hotel rooms booked: 20

Last year's event **(if this is not a first-time event, must attach proof)**

of Attendees: 317 dogs entered with 250 people # of hotel rooms booked: block of 15 + booking

Description of Event Logistics:

This will be the 72nd annual AKC All-Breed dog show held in Roswell with over 350 entries from all over New Mexico and the United States. Generally, about only 50 entries reside in Roswell area. We have held the dog show at RIAC Park for about 26 years. Most equipment, generators and tents, used is owned by club members and participants. About 30 RV's attend the show and park on the grounds but all are self-contained since there are no amenities there. We hire 24-hour private security and custodial services including porta-potties which we include in the request for Lodgers' Tax Funding. We have applied for and received Lodgers Tax Funding for many years.

Sponsorship amount requested:	

Permit #: _____

LODGERS' TAX FUNDING REQUEST

Any funding from Lodgers' Tax must follow the Lodgers' Tax Policy (PA0002). Please be sure you have read and understand the policy. **You must type out marketing budget plan in the fillable form below or attach as indicated below.** Please feel free to add additional pages, ad samples, artwork, etc. This is what is considered for approval. Any request not listed with this form is not considered for approval. Lodgers' Tax funds must be expended in accordance with the Lodgers' Tax Act for purposes of advertising, publicizing and promoting tourist-related attractions, facilities and events. Lodgers' Tax is funded by overnight stays in Roswell.

☐ Check here for First-time Event

List of eligible expenses for marketing: *Newspaper, Magazine, Radio, Television, Google Ads/ Paid Social Media, Digital Billboard, Vinyl Billboard, Posters, Flyers, Postcards, or other paid media.*

MARKETING BUDGET PLAN

Eligible Marketing Expenses *Please use and attach an additional sheet if more space is needed.*

Advertising Type	Placement/Vendor (specific):	Frequency/Run Dates:	Your Eligible Expense
Example: *Newspaper*	Example: *Dallas Morning News*	Example: *May 1-10, 2x 1/2 pg*	Example: *$700*
Mailings	Physical mailings by Jack Onofrio, Dog Show Supt.	6 weeks prior to the show	35
Emailings	8500 email postcards by Onofrio at $0.21 each	6 weeks prior to the show	1785
Production	250 pieces physical entry info by Onofrio	12 weeks prior to the show	80

Note: All marketing must include "paid in part by City of Roswell Lodgers' Tax" logo and/or text to be eligible.

Other Eligible Expenses	Details (Source of Services / Service Employees Required / # of T-Shirts)	Your Eligible Expense
Police/Security	Security during show - $250 + $.75/entry x 3 days	929
Fire		
Clean-up/Sanitation	Sanitation - during show - $150 + $.50/entry x 3 days	603
T-Shirts (registered participant)	Sanitation - Portapotties for 3 days TOTAL ELIGIBLE EXP $3997	565

TOTAL eligible expenses:	

EVENT DETAILS/SCORING

The definition of a Tourist means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax. Tourist-related events mean events that are planned for, promoted to and attended by tourists. *Lodgers' Tax Act Definitions {3-38-13 NMSA 1978}*

Please provide details of your event, along with any attachments that may help answer the specific questions below. The Occupancy Tax Board will score the event on a 100-point scale based on return on investment, historical performance, other economic impact, general attendance and event uniqueness.

Return on Investment (25 points): Detail the return on investment to the community based on tourism. Consider any additional Lodgers' Tax generated as a direct result of your organization or event, along with any estimated attendance from out-of-town visitors and estimated room nights in local lodging facilities.

The 200 dog show exhibitors will stay for the entire show weekend contributing to the economy of Roswell through shopping, lodging, dining, supplies and gas. Dog show entrants enter all three days of the show weekend and do not attend only one day.

We get a block of 15 rooms at a local hotel and generally fill those. In our surveys, we have shown about 75 motel room nights which generated Lodger's Tax and the bed tax. The number of meals eaten in Roswell by the attendees was in the hundreds - 200 people for three days - including the local food truck for at least 100 meals at the show site. We can identify only about 25 local individuals attending the show with their dogs affecting this number.

Source for detail provided: Annual survey taken at the dog show

Historical Performance (10 points): Include award dollars used, prior attendance and room nights.

We get a block of 15 rooms at a local hotel and generally fill those. In our surveys, we have shown about 75 motel room nights which generated Lodger's Tax and the bed tax. The number of meals eaten in Roswell by the attendees was in the hundreds - 200 people for three days - including the local food truck for at least 100 meals at the show site.

Award dollars previously used: We received $2,021.32 from Lodgers Tax for the 2025 Show

Prior year attendance: There were 317 dogs entered each day with about 220 people attending

of overnight room nights booked: 45 nights were booked with our 15 room block plus those booked individually

Estimated cost of service request from City Departments (not scored):

The only City Services that we request is the mowing of the park and the user fee of the facility.

The park is generally mowed by Parks Department or Airport employees as part of their regular duties.

The Airport administration has leased to us the park facility for $100 for the event for the past three years.

Other Economic Impact (25 points): Additional Gross Receipts Tax generated as a direct result of your organization or event (restaurants, purchases in local stores).

The 200 dog show exhibitors will stay for the entire show weekend contributing to the economy of Roswell through shopping, lodging, dining, supplies and gas. Dog show entrants enter all three days of the show weekend and do not attend only one day purchasing throughout their stay in Roswell. Note: Every year the judges, 6 or 7 of them, have asked to go to the Roswell UFO Museum to view the displays and buy souvenirs!

Attendance typee & transportation to Roswell: All exhibitors travel to Roswell by auto or RV, the judges fly in

Average daily spending on food/beverage: we estimate about $50 per person

Source for data provide listed above: We do a survey during the show each year

General Attendance of Event (10 points): Please consider both local and out-of-town attendees.

We get the entry numbers from the Dog Show Superintendent or every show. The number entered each day in 2024 was: Friday - 274, Saturday - 317, and Sunday - 355 giving us the high number of 317 entrants which we have used as the entry number. This number translates to approximately 200-250 people attending the show.

We can identify only about 25 local individual attending the show with their dogs which would affect this data.

25 Local

200 Outside

87.5% % of attendance from outside of Roswell

Source for data provided: Event survey

Uniqueness of Event (30 points): What makes this event different from others?

We are the only AKC Kennel Club in the area. In fact our members are from Roswell, Artesia, Carlsbad, Ruidoso and one from Estancia! We have held All Breed dog shows in Roswell since the 1950's and there is no other similar event. All shows are free to the public and encourage visitor attendance through the media.

With our high entrant percentage of out-of-owners we have a definite impact on the economy of Roswell.

Occupancy Tax Board Use Only

Return on Investment (25 points): _____

Historical Performance (10 points): _____

Other Economic Impact (25 points): _____

General Attendance (10 points): _____

Uniqueness of Event (30 points): _____

Total (100 points): _____

OFFICIAL USE ONLY

OTB Date: _____ Finance Committee Date: _____ Council Date: _____

Last Day of Event: _____ Reimbursement Request Due Date (90 days from last day of event): _____

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Regular City Council Meeting 32.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of the Roswell Symphony Orchestra Lodgers' Tax Funding Request to open negotiations with the City of Roswell for sponsorship. (Corn/Conyers)

BACKGROUND:
Initiated by: TJ Conyers

From their application: The Roswell Symphony Orchestra's 2025--2026 concert season will include four full-orchestra performances hosted at the historic and prestigious New Mexico Military Institute (NMMI) in Roswell, NM. NMMI provides a stately and acoustically sound venue, ideal for professional symphonic performances and accessible to both the community and visiting guests.

Confirmed Concert Dates:
Opening Concert -- Wednesday, October 1, 2025
Holiday Concert -- Sunday, December 14, 2025
Spring Concert -- Saturday, February 28, 2026
Season Finale -- Saturday, April 18, 2026

3 years of Historical Lodgers' Tax Funding Data: Marketing, sanitation, and security.

- FY2023- Awarded $8,725- Expended- $3,074.33
- FY2024- Awarded $8,860- Expended- $4,16.49
- FY2025- Awarded $20,000- Expended $16,812.05

Sponsorship FY2025- Awarded $20,000

FINANCIAL CONSIDERATION:
Funding Source: In the FY26 Adopted Budget line item 26224081 672828.

- Requested amount is $21,300 for sponsorship.

LEGAL REVIEW:
None at this time. The Legal Department will review the sponsorship agreement before signatures are collected.

BOARD AND COMMITTEE ACTION:
The Occupancy Tax board recommended (5-0) to award Roswell Symphony Orchestra $15,000 in sponsorship at their July 22, 2025, meeting. The Finance Committee recommended approval 5-0 for sponsorship be opened up for negotiations at its meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

RSO 2025-2026 season LT Application

LODGERS' TAX FUNDING APPLICATION

Received Date: 07/07/2025- via email- TJC

Please check the box for which type of funding you seek.

- ☐ Marketing, and Police/Security, Fire and Sanitation services
- ☑ Sponsorship

Today's Date: 07/07/2025

Event Name: ROSWELL SYMPHONY ORCHESTRA SEASON 2025-2026 Event Date: 2025-2026

Organization: ROSWELL SYMPHONY ORCHESTRA Event Time:

Event Address: 1717 W 2ND ST SUITE 205 City/State/ZIP: ROSWELL, NM 88201

Website: ROSWELLSYMPHONY.ORG Phone: 5756235882 Email: RSO.FINDIR@GMAIL.COM

Organizer: JENNIFER ZAPATA Mobile: 5754207848

Second Organizer: FRANCIS BRINK Mobile: 5755002094

EVENT DETAILS

Estimated # Attending: 2,000 Anticipated # of hotel rooms booked: 120

Last year's event **(if this is not a first-time event, must attach proof)**

of Attendees: 1372 # of hotel rooms booked: 120

Description of Event Logistics:

The Roswell Symphony Orchestra's 2025–2026 concert season will include four full-orchestra performances hosted at the historic and prestigious New Mexico Military Institute (NMMI) in Roswell, NM. NMMI provides a stately and acoustically sound venue, ideal for professional symphonic performances and accessible to both the community and visiting guests.

Confirmed Concert Dates:

Opening Concert – Wednesday, October 1, 2025

Sponsorship amount requested:	

Permit #: _____

LODGERS' TAX FUNDING REQUEST

Any funding from Lodgers' Tax must follow the Lodgers' Tax Policy (PA0002). Please be sure you have read and understand the policy. **You must type out marketing budget plan in the fillable form below or attach as indicated below.** Please feel free to add additional pages, ad samples, artwork, etc. This is what is considered for approval. Any request not listed with this form is not considered for approval. Lodgers' Tax funds must be expended in accordance with the Lodgers' Tax Act for purposes of advertising, publicizing and promoting tourist-related attractions, facilities and events. Lodgers' Tax is funded by overnight stays in Roswell.

☐ Check here for First-time Event

List of eligible expenses for marketing: *Newspaper, Magazine, Radio, Television, Google Ads/ Paid Social Media, Digital Billboard, Vinyl Billboard, Posters, Flyers, Postcards, or other paid media.*

MARKETING BUDGET PLAN

Eligible Marketing Expenses *Please use and attach an additional sheet if more space is needed.*

Advertising Type	Placement/Vendor (specific):	Frequency/Run Dates:	Your Eligible Expense
Example: *Newspaper*	Example: *Dallas Morning News*	Example: *May 1-10, 2x 1/2 pg*	Example: *$700*
Audio Ad	AudioGo	1 week before each concert	$2500
Commercial	KOB-TV	1 month before each concert	$1200
Billboard	Lindmark Outdoor Media	2 weeks before each concert	$7400
Radio	Pecos Valley Broadcasting	1 month before concert	$2000
Newspaper	Roswell Daily Record	1 week before each concert	$1200
Programs & Po:	Southwest Printers	At concert time	$7000

Note: All marketing must include "paid in part by City of Roswell Lodgers' Tax" logo and/or text to be eligible.

Other Eligible Expenses	Details (Source of Services / Service Employees Required / # of T-Shirts)	Your Eligible Expense
Police/Security	None	0
Fire	None	0
Clean-up/Sanitation	None	0
T-Shirts (registered participant)	None	0

TOTAL eligible expenses:	

EVENT DETAILS/SCORING

The definition of a Tourist means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax. Tourist-related events mean events that are planned for, promoted to and attended by tourists. *Lodgers' Tax Act Definitions {3-38-13 NMSA 1978}*

Please provide details of your event, along with any attachments that may help answer the specific questions below. The Occupancy Tax Board will score the event on a 100-point scale based on return on investment, historical performance, other economic impact, general attendance and event uniqueness.

Return on Investment (25 points): Detail the return on investment to the community based on tourism. Consider any additional Lodgers' Tax generated as a direct result of your organization or event, along with any estimated attendance from out-of-town visitors and estimated room nights in local lodging facilities.

The Roswell Symphony Orchestra (RSO) generate economic and cultural return to the City of Roswell and surrounding communities through tourism, overnight stays, and local spending related to its concert events. With four major performances planned at the New Mexico Military Institute during the 2025–2026 season, the RSO is poised to attract a broad audience of both regional and out-of-town attendees. Under the leadership of Maestro John Farrer, the RSO presents classical and contemporary repertoire that enriches the cultural life of the community and attracts visitors from across southeastern New Mexico and West Texas.

Civic and Cultural Value
Enhances Roswell's cultural profile as a destination for the arts
Encourages return visits by guests attracted to the community's vibrancy
Offers local businesses increased exposure and sponsorship opportunities

RSO events generate significant tourism-based economic activity that supports Roswell's hospitality and service

Source for detail provided: _____

Historical Performance (10 points): Include award dollars used, prior attendance and room nights.

Legacy: Serving Roswell and surrounding communities for over 60 years
Reputation: One of the most respected rural orchestras in the Southwest
Past Attendance: Typically 350–500 per concert
Support: Sustained by local donors, sponsors, and in-kind community partnerships
Educational Partnerships: Collaboration with Roswell schools and ENMU–Roswell

Award dollars previously used: $16,812.05

Prior year attendance: 1372

of overnight room nights booked: _____

Estimated cost of service request from City Departments (not scored):

Total estimated cost of service from City Departments $0

Other Economic Impact (25 points): Additional Gross Receipts Tax generated as a direct result of your organization or event (restaurants, purchases in local stores).

Attendance typee & transportation to Roswell: local and out-of-town

Average daily spending on food/beverage: $75-150

Source for data provide listed above: roswell-nm.gov

General Attendance of Event (10 points): Please consider both local and out-of-town attendees.

The Roswell Symphony Orchestra anticipates strong attendance for its 2025–2026 concert season, with a mix of both local residents and out-of-town visitors, further enhancing the economic impact of the event on the city.

Estimated Total Attendance (Season): 1,500 – 2,000 (across all 4 concerts)

Local Attendance: Approximately 70% – 80% of total attendance (1,000 – 1,600 attendees)

Out-of-Town Attendance: Approximately 20% – 30% of total attendance (300 – 600 attendees)

Local Audience:
Local residents of Roswell and surrounding communities have historically formed the majority of concert attendees.

The Orchestra's programming appeals to a wide demographic, including families, students, music lovers, retirees, and civic groups, ensuring broad community engagement.

1600 Local

300 Outside

20 % of attendance from outside of Roswell

Source for data provided: Agile Ticketing

Uniqueness of Event (30 points): What makes this event different from others?

The RSO is the only professional symphony orchestra in southeastern New Mexico. While bigger cities like Albuquerque and Santa Fe have tons of arts events, Roswell is lucky to have this incredible symphonic experience right here. For many people in the area, it's the only chance to hear live, world-class orchestra music!

Occupancy Tax Board Use Only

Return on Investment (25 points): _____
Historical Performance (10 points): _____
Other Economic Impact (25 points): _____
General Attendance (10 points): _____
Uniqueness of Event (30 points): _____
Total (100 points): _____

OFFICIAL USE ONLY

OTB Date: 7/22/2025 Finance Committee Date: 8/7/2025 Council Date: 8/14/2025

Last Day of Event: _____ Reimbursement Request Due Date (90 days from last day of event): _____

Regular City Council Meeting 33.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of the Roswell Invasion's Crash and Clash Wrestling Tournament Lodgers' Tax Funding Request for $2,500 for marketing sanitation and security with the City of Roswell. (Corn/Conyers)

BACKGROUND:
Initiated by: TJ Conyers

From their application: This tournament is held at Roswell High School at the end of the High School Rio Hondo Tournament. All planning and preparation is taken care of by the Roswell Invasion Wrestling Club. Wrestlers come in on Saturday for official weigh-ins prior to the start of the Novice tournament on Saturday evening and the qualifier tournament on Sunday.

2 years of Historical Lodgers' Tax Funding Data: Marketing, sanitation, and security (old policy of 50% reimbursement)

- FY2024- No record of request
- FY2025- Awarded $1,250- Expended $762.17

FINANCIAL CONSIDERATION:
Funding Source: In the FY26 Adopted Budget line item 26224081 672828.

- Requested $5,000 in Lodgers' Tax sponsorship.

LEGAL REVIEW:
None at this time. The Legal Department will review the sponsorship agreement before signatures are collected.

BOARD AND COMMITTEE ACTION:
The Occupancy Tax Board recommended (5-0) to award Roswell Invasion Crash and Clash Wrestling Tournament $5,000 in sponsorship at their July 22, 2025, meeting. The Finance Committee recommended approval 5-0 to award $2,500 for marketing, sanitation, and security at its meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Crash and Clash Lodgers' Tax Application

LODGERS' TAX FUNDING APPLICATION

Received Date: 7/8/2025- Via Email- TJC

Please check the box for which type of funding you seek.

- ☐ Marketing, and Police/Security, Fire and Sanitation services
- ☑ Sponsorship

Today's Date: 7-8-2025

Event Name: Crash & Clash Youth Wrestling Tournament Event Date: Dec 20 & 21, 2025

Organization: Roswell Invasion Wrestling Club Event Time: 20th 5 pm 21st 8 am

Event Address: 500 W Hobbs Street City/State/ZIP: Roswell, NM 88203

Website: n/a Phone: 575-626-2324 Email: roswell.invasion.wc@gmail.com

Organizer: Christopher Spear, President Mobile: 575-635-6338

Second Organizer: Judaun Spear, Secretary/Treasurer Mobile: 575-626-2324

EVENT DETAILS

Estimated # Attending: 1500 Anticipated # of hotel rooms booked: 450+

Last year's event (if this is not a first-time event, must attach proof)

of Attendees: 1362 # of hotel rooms booked: 400+

Description of Event Logistics:

This tournament is held at Roswell High School at the finish of the High School Rio Hondo Tournament. All planning and preparation is taken care of by Roswell Invasion Wrestling club. Wrestlers come in on Saturday for official weigh ins prior to the start of the Novice tournament on Saturday evening and the qualifier tournament on Sunday.

Sponsorship amount requested:	$5,000.00

Permit #: _____

LODGERS' TAX FUNDING REQUEST

Any funding from Lodgers' Tax must follow the Lodgers' Tax Policy (PA0002). Please be sure you have read and understand the policy. **You must type out marketing budget plan in the fillable form below or attach as indicated below.** Please feel free to add additional pages, ad samples, artwork, etc. This is what is considered for approval. Any request not listed with this form is not considered for approval. Lodgers' Tax funds must be expended in accordance with the Lodgers' Tax Act for purposes of advertising, publicizing and promoting tourist-related attractions, facilities and events. Lodgers' Tax is funded by overnight stays in Roswell.

☐ Check here for First-time Event

List of eligible expenses for marketing: *Newspaper, Magazine, Radio, Television, Google Ads/ Paid Social Media, Digital Billboard, Vinyl Billboard, Posters, Flyers, Postcards, or other paid media.*

MARKETING BUDGET PLAN

Eligible Marketing Expenses *Please use and attach an additional sheet if more space is needed.*

Advertising Type	Placement/Vendor (specific):	Frequency/Run Dates:	Your Eligible Expense
Example: *Newspaper*	Example: *Dallas Morning News*	Example: *May 1-10, 2x 1/2 pg*	Example: *$700*
Medals	Sat Dec 20th Novice Tournament Medals		$2,500.00
Medals	Sun Dec 21st Qualifier Tournament Medals		$2,500.00
	We order 750 medals for each tournaments boys		
	and girls brackets.		
	Our medals are unique and are talked about all		
	season long and for seasons to come.		

Note: All marketing must include "paid in part by City of Roswell Lodgers' Tax" logo and/or text to be eligible.

Other Eligible Expenses	Details (Source of Services / Service Employees Required / # of T-Shirts)	Your Eligible Expense
Police/Security	N/A	N/A
Fire	N/A	N/A
Clean-up/Sanitation	N/A	N/A
T-Shirts (registered participant)	N/A	N/A

TOTAL eligible expenses:	$5,000.00

EVENT DETAILS/SCORING

The definition of a Tourist means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax. Tourist-related events mean events that are planned for, promoted to and attended by tourists. *Lodgers' Tax Act Definitions {3-38-13 NMSA 1978}*

Please provide details of your event, along with any attachments that may help answer the specific questions below. The Occupancy Tax Board will score the event on a 100-point scale based on return on investment, historical performance, other economic impact, general attendance and event uniqueness.

Return on Investment (25 points): Detail the return on investment to the community based on tourism. Consider any additional Lodgers' Tax generated as a direct result of your organization or event, along with any estimated attendance from out-of-town visitors and estimated room nights in local lodging facilities.

Fuel
Dining
Shopping
Hotel

Source for detail provided: What one wrestling family spends when they travel out of town to a wrestling tournament.

Historical Performance (10 points): Include award dollars used, prior attendance and room nights.

Year	Wrestlers	Hotel	
2019	464	200+	
2020	0	0	COVID
2021	542	270+	
2022	1075	600+	
2023	651	300+	
2024	1362	450+	This is for both the Novice and Qualifier Tournaments

Award dollars previously used: $762.17

Prior year attendance: 2150+

of overnight room nights booked: 450+

Estimated cost of service request from City Departments (not scored):

None

Other Economic Impact (25 points): Additional Gross Receipts Tax generated as a direct result of your organization or event (restaurants, purchases in local stores).

Dining
Shopping
Fuel

Attendance typee & transportation to Roswell: Private vehicles

Average daily spending on food/beverage: $225.00+ Family of 5

Source for data provide listed above: What one wrestling family spends when they travel out of town to a wrestling tour

General Attendance of Event (10 points): Please consider both local and out-of-town attendees.

Year	Total # of Wrestlers		RIWC Wrestlers		Out of Town Wrestlers		Spectators
2019	464	36	7.75%	428	92.25%		1392+
2020	0	0	0.00%	0	0.00%		0
2021	542	47	8.67%	495	91.33%		1626+
2022	1075	60	5.58%	1015	94.42%		3225+
2023	651	59	9.06%	592	90.94%		1953+
2024	1362	88	6.46%	1274	93.54%		4000+

10% Local

90% Outside

90% % of attendance from outside of Roswell

Source for data provided: Registration

Uniqueness of Event (30 points): What makes this event different from others?

New Mexico Junior Wrestling holds 14 youth wrestling tournaments for the season. Five of these tournaments are qualifiers, which wrestlers must attend 3 of the 5 to qualify for State Youth Wrestling. Roswell Invasion Wrestling Club has been awarded a qualifier each year since the club was formed in 2019. The qualifiers are in Farmington, Las Cruces, Las Vegas, Roswell and Albuquerque. The other 9 tournaments are in the greater metro area.
Roswell Invasion Wrestling Club is the only youth wrestling program in SE NM to date. Carlsbad will start rebuilding their youth wrestling club this next season.
On Saturday December 20th, we will host our second Novice tournament. The qualification for this tournament is the wrestlers have to have wrestled for less than 2 years. This is a great opportunity for these young people to get on the mat with their opponent having the same or close to the same skill set.
On Sunday December 21st, we will host our 6th State qualifier tournament.
Wrestlers consist of boys and girls from ages 4 through high school.
This tournament is very well organized. Coaches and parents can't wait to come back every year.
Our medals are unique. You wont find another wrestling tournament with the uniqueness of our medals.

Occupancy Tax Board Use Only

Return on Investment (25 points): _____ General Attendance (10 points): _____

Historical Performance (10 points): _____ Uniqueness of Event (30 points): _____

Other Economic Impact (25 points): _____ Total (100 points): _____

OFFICIAL USE ONLY

OTB Date: 7/22/2025 Finance Committee Date: 8/7/2025 Council Date: 8/14/2025

Last Day of Event: 12/21/2025 Reimbursement Request Due Date (90 days from last day of event): 3/21/2026

Regular City Council Meeting 34.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of the Roswell Community Little Theater Lodgers' Tax Funding Request in the amount of $5,000 for marketing, sanitation, and security. (Corn/Conyers)

BACKGROUND:
Initiated by: TJ Conyers

From their application: Something Wicked this Way Comes will open August 29th at 7:30. We will have six performances of the play, Friday and Saturday nights at 7:30 and Sunday afternoons at 2:30. We are seeking funding for print advertising and mailing. The advertisements will be for the full season of four plays and two weeks out for the four plays of our regular season.

New Lodgers' Tax event funding request. No historical data are available.

FINANCIAL CONSIDERATION:
Funding Source: In the FY26 Adopted Budget line item 26224081 672828.

- $6,100 for marketing, sanitation, and security

LEGAL REVIEW:
None at this time. The Legal Department will review the sponsorship agreement before signatures are collected.

BOARD AND COMMITTEE ACTION:
The Occupancy Tax board recommended (5-0) to award Roswell Community Little Theater $6,100 for marketing, security, and sanitation at their July 22, 2025, meeting. The Finance Committee recommended approval 5-0 to award $5,000 for marketing, security, and sanitation at its meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

RCLT LT Application

LODGERS' TAX FUNDING APPLICATION

ROSWELL New Mexico — Paid in part by the City of Roswell Lodgers' Tax

Received Date: 7/8/2025- via email- TJC

Please check the box for which type of funding you seek.

- [x] Marketing, and Police/Security, Fire and Sanitation services
- [ ] Sponsorship

Today's Date: July 1, 2025

Event Name: Something Wicked this Way Comes, season opener Event Date: August 29 -Sept 7, 2

Organization: Roswell Community Little Theatre Event Time: 7:30 and 2:30

Event Address: 1717 S. Union City/State/ZIP: Roswell, NM 88201

Website: roswelltheatre.com Phone: 5756221982 Email: rostheatreppl@gmail.com

Organizer: Roswell Community Little Theatre, Board President Mobile: (57

Second Organizer: Board President, Dan Coleman Mobile:

EVENT DETAILS

Estimated # Attending: 290 Anticipated # of hotel rooms booked: 5

Last year's event **(if this is not a first-time event, must attach proof)**

of Attendees: 320 altogether # of hotel rooms booked: unknown

Description of Event Logistics:

Something Wicked this Way Comes will open August 29th at 7:30. We will have six performances of the play, Friday and Saturday nights at 7:30 and Sunday afternoons at 2:30.
We are seeking funding for print advertising and mailing. The advertisements will be for the full season of four plays and two weeks out for the four plays of our regular season.

Sponsorship amount requested: Ø

Permit #: _____

LODGERS' TAX FUNDING REQUEST

Any funding from Lodgers' Tax must follow the Lodgers' Tax Policy (PA0002). Please be sure you have read and understand the policy. **You must type out marketing budget plan in the fillable form below or attach as indicated below.** Please feel free to add additional pages, ad samples, artwork, etc. This is what is considered for approval. Any request not listed with this form is not considered for approval. Lodgers' Tax funds must be expended in accordance with the Lodgers' Tax Act for purposes of advertising, publicizing and promoting tourist-related attractions, facilities and events. Lodgers' Tax is funded by overnight stays in Roswell.

☐ Check here for First-time Event

List of eligible expenses for marketing: *Newspaper, Magazine, Radio, Television, Google Ads/ Paid Social Media, Digital Billboard, Vinyl Billboard, Posters, Flyers, Postcards, or other paid media.*

MARKETING BUDGET PLAN

Eligible Marketing Expenses *Please use and attach an additional sheet if more space is needed.*

Advertising Type	Placement/Vendor (specific):	Frequency/Run Dates:	Your Eligible Expense
Example: *Newspaper*	Example: *Dallas Morning News*	Example: *May 1-10, 2x 1/2 pg*	Example: *$700*
Postcards	Mailers and postage for Something Wicked	August 15, 2025	$700.
Postcards	Mailers and postage for Uncle George's	October 15, 2025	$700.
Postcards	Mailers and Postage for Jeeves in Bloom	January 5, 2026	$700
Postcards	Mailers and postage for The Miss Magnolia SCBP	March 15, 2026	$700
Tri-fold	Season flyer for distribution	July 2025 through January 2026	$1200
Mailing lists	For Lubbock, Albuquerque, Carlsbad	July 2025 through January 2026	$2100

Note: All marketing must include "paid in part by City of Roswell Lodgers' Tax" logo and/or text to be eligible.

Other Eligible Expenses	Details (Source of Services / Service Employees Required / # of T-Shirts)	Your Eligible Expense
Police/Security		
Fire		
Clean-up/Sanitation		
T-Shirts (registered participant)		

TOTAL eligible expenses:	$6,100

EVENT DETAILS/SCORING

The definition of a Tourist means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax. Tourist-related events mean events that are planned for, promoted to and attended by tourists. *Lodgers' Tax Act Definitions {3-38-13 NMSA 1978}*

Please provide details of your event, along with any attachments that may help answer the specific questions below. The Occupancy Tax Board will score the event on a 100-point scale based on return on investment, historical performance, other economic impact, general attendance and event uniqueness.

Return on Investment (25 points): Detail the return on investment to the community based on tourism. Consider any additional Lodgers' Tax generated as a direct result of your organization or event, along with any estimated attendance from out-of-town visitors and estimated room nights in local lodging facilities.

We've never requested this kind of funding. We have no record of ROI.
Here is what we may suppose:
20 people book a room per play, that's 80 rooms booked. We estimate an average of 4 meals per room booked wich is 320 meals for the season.

Source for detail provided: _____

Historical Performance (10 points): Include award dollars used, prior attendance and room nights.

We've never requested this funding before.

Award dollars previously used: _____

Prior year attendance: _____

of overnight room nights booked: _____

Estimated cost of service request from City Departments (not scored):

We are not requesting any services from the City.

Other Economic Impact (25 points): Additional Gross Receipts Tax generated as a direct result of your organization or event (restaurants, purchases in local stores).

We estimate roughly 320 meals, and maybe 100 purchases in local stores.

Attendance typee & transportation to Roswell: Theater goers mostly driving.

Average daily spending on food/beverage: $60.00 per person times 120 people $7200.

Source for data provide listed above:

General Attendance of Event (10 points): Please consider both local and out-of-town attendees.

We have an average attendance of 40 to 45 people per performance roughly 1,030 people.

35 Local

10 Outside

22 % of attendance from outside of Roswell

Source for data provided: this is a guestimate

Uniqueness of Event (30 points): What makes this event different from others?

We are the only actual live theater in town. We are one of two performing arts groups in town the second has no actual building. We are one of the oldest continuously run community theaters in the United States.

Occupancy Tax Board Use Only

Return on Investment (25 points):		General Attendance (10 points):	
Historical Performance (10 points):		Uniqueness of Event (30 points):	
Other Economic Impact (25 points):		Total (100 points):	

OFFICIAL USE ONLY

OTB Date: 7/22/2025 Finance Committee Date: 8/7/2025 Council Date: 8/14/2025

Last Day of Event: 9/7/2025 Reimbursement Request Due Date (90 days from last day of event): 12/7/2025

Regular City Council Meeting 35.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of the Not of This World Flag Football's Sling It Fling It Tournament Lodgers' Tax Funding Request in the amount of $18,500 for marketing, sanitation, and security, and open negotiations with the City of Roswell for sponsorship. (Corn/Conyers)

BACKGROUND:
Initiated by: TJ Conyers

From their application: Sling it Fling it 2026 will be our 5th year as a local committee running this event. This is a flag football tournament that is held in Roswell, New Mexico. This is a 4 on 4 tournament that has brought in over 100 teams in previous years and is continuing to grow each year. The tournament is held Memorial Day Weekend.

3 years of Historical Lodgers' Tax Funding Data: Marketing, sanitation, and security

- FY2023- Event organized by a different organization
- FY2024- Event organized by a different organization
- FY2025- Awarded $19,000- Expended $10,165.98

FINANCIAL CONSIDERATION:
Funding Source: In the FY26 Adopted Budget line item 26224081 672828.

- $18,500 for marketing, sanitation, and security, and negotiations with the City of Roswell for sponsorship.

LEGAL REVIEW:
None at this time. The Legal Department will review the sponsorship agreement before signatures are collected.

BOARD AND COMMITTEE ACTION:
The Occupancy Tax board recommended (5-0) to award Sling It Fling It Flag Football Tournament $18,500 for marketing and $15,000 in sponsorship at their July 22, 2025, meeting. The Finance Committee recommended approval 5-0 to award $18,500 for marketing, sanitation, and security with open negotiation for sponsorship at its meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

SIFI LT Application

LODGERS' TAX FUNDING APPLICATION

Received Date: 78/2025- via email- TJC

Please check the box for which type of funding you seek.

- [x] Marketing, and Police/Security, Fire and Sanitation services
- [x] Sponsorship

Today's Date: July 8, 2025

Event Name: SLING IT FLING IT 2026 Event Date: 5/22/26-5/24/26

Organization: NOT OF THIS WORLD FLAG FOOTBALL, INC Event Time: 3PM-COMPLETE

Event Address: 1612 W. COLLEGE BLVD City/State/ZIP: ROSWELL, NM 88201

Website: SLINGITFLINGIT.COM Phone: 575-637-4521 Email: INFO@SLINGITFLINGIT.COM

Organizer: BRANDON WILLIAMS Mobile: 575-317-5241

Second Organizer: BRITTANY WILLIAMS Mobile: 575-637-4521

EVENT DETAILS

Estimated # Attending: 10,000+ Anticipated # of hotel rooms booked: 75

Last year's event (if this is not a first-time event, must attach proof)

of Attendees: 7,500-10,000 # of hotel rooms booked: 43

Description of Event Logistics:

Sling it Fling it 2026 will be our 5th year as a local committee running this event. This is a flag football tournament that is held in Roswell, New Mexico. This is a 4 on 4 tournament that has brought in over 100 teams in previous years and is continuing to grow each year. The tournament is held Memorial Day Weekend.

Wednesday, Thursday, Friday- Site Set up- Fields marked, tents set up, banners hung

Friday
8am-2pm: Site set up
3pm-7pm: On Site player registration/ Pizza party

Sponsorship amount requested:	$15,000

Permit #: _____

LODGERS' TAX FUNDING REQUEST

Any funding from Lodgers' Tax must follow the Lodgers' Tax Policy (PA0002). Please be sure you have read and understand the policy. **You must type out marketing budget plan in the fillable form below or attach as indicated below.** Please feel free to add additional pages, ad samples, artwork, etc. This is what is considered for approval. Any request not listed with this form is not considered for approval. Lodgers' Tax funds must be expended in accordance with the Lodgers' Tax Act for purposes of advertising, publicizing and promoting tourist-related attractions, facilities and events. Lodgers' Tax is funded by overnight stays in Roswell.

☐ Check here for First-time Event

List of eligible expenses for marketing: *Newspaper, Magazine, Radio, Television, Google Ads/ Paid Social Media, Digital Billboard, Vinyl Billboard, Posters, Flyers, Postcards, or other paid media.*

MARKETING BUDGET PLAN

Eligible Marketing Expenses *Please use and attach an additional sheet if more space is needed.*

Advertising Type	Placement/Vendor (specific):	Frequency/Run Dates:	Your Eligible Expense
Example: *Newspaper*	Example: *Dallas Morning News*	Example: *May 1-10, 2x 1/2 pg*	Example: *$700*
Radio	Majestic Radio, Lubbock, Albuquerque	March 2026- May 2026/ Daily Spots	2,500
Newspaper	Roswell Daily Record	Ads for tournament featured in sports	500
Design Work	Agency 66	Artwork for banners, flyers, posters and	500
Advertising	Southwest Printers	Banners, flyers, posters	500
Marketing	Social Media Ads	Video Ads, Post Ads	500

Note: All marketing must include "paid in part by City of Roswell Lodgers' Tax" logo and/or text to be eligible.

Other Eligible Expenses	Details (Source of Services / Service Employees Required / # of T-Shirts)	Your Eligible Expense
Police/Security	SCP/ ROSWELL POLICE DEPARTMENT	4,000
Fire		
Clean-up/Sanitation	CITY OF ROSWELL/ JANITORIAL/ PORTA POTS	2,000
T-Shirts (registered participant)	PLAYER SHIRTS ONLY	8,000

TOTAL eligible expenses:	$18,500

EVENT DETAILS/SCORING

The definition of a Tourist means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax. Tourist-related events mean events that are planned for, promoted to and attended by tourists. *Lodgers' Tax Act Definitions {3-38-13 NMSA 1978}*

Please provide details of your event, along with any attachments that may help answer the specific questions below. The Occupancy Tax Board will score the event on a 100-point scale based on return on investment, historical performance, other economic impact, general attendance and event uniqueness.

Return on Investment (25 points): Detail the return on investment to the community based on tourism. Consider any additional Lodgers' Tax generated as a direct result of your organization or event, along with any estimated attendance from out-of-town visitors and estimated room nights in local lodging facilities.

2025 we had a total of 90 teams and we had a much larger out of town attendance. Teams came from Snyder Texas, Amarillo Texas, Plainview Texas, Dallas Texas, Denver Colorado, Las Cruces, Albuquerque, Carlsbad, Lovington.

Based on our survey, we had 43 hotel rooms booked and 12 Airbnb's were booked for the weekend

73% of the out of town attendance ate at local restaurants, 69% used local gas stations, and 67% planned on shopping locally.

Source for detail provided: Event Survey

Historical Performance (10 points): Include award dollars used, prior attendance and room nights.

Over the last 4 years, our attendance count has grown from 77 teams to around 100 teams each year. With this event being our 5th year, we are looking to branch out more with our advertising and also creating incentives for the youth to come out and play from out of town.

Per team count as well as feedback from the local police department, our estimated attendance was between 7500 and 10,000 people.

Based on the survey conducted at the event in 2025, 43 hotels were booked and 12 Airbnb's were booked.

Award dollars previously used: 10,165.98 out of $19,000 awarded

Prior year attendance: 7,500-10,000

of overnight room nights booked: 43 rooms & 12 Airbnb's

Estimated cost of service request from City Departments (not scored):

City of Roswell Facility Rental: Cielo Grande Recreational Center- $3,500
City of Roswell Solid Waste: $1,000

Other Economic Impact (25 points): Additional Gross Receipts Tax generated as a direct result of your organization or event (restaurants, purchases in local stores).

Our committee meets several times throughout the year at local restaurants and businesses.

Food: $1,000
Local Store/ business: $10,000
Rental Fees: $8,600

Attendance typee & transportation to Roswell: All of our organization is local

Average daily spending on food/beverage: ~$55 per person/ player/ spectator per day

Source for data provide listed above: Avg cost to do daily business for lunch and dinner

General Attendance of Event (10 points): Please consider both local and out-of-town attendees.

SI FI (Sling It Fling It) is what we consider a family reunion for players and attendees. Some players wait all year to see old friends from previous years. Our out of town attendees grew from past years

6500 Local

3500 Outside

35% % of attendance from outside of Roswell

Source for data provided: Registration/ Event Survey

Uniqueness of Event (30 points): What makes this event different from others?

Being in this community and seeing that it thrives off of flag football, whether as an adult or as a child. This is something that not only our local community looks forward to but we were told numerous times this past event that this is one of the best tournaments each year. That Roswell is the place to have bragging rights in the Flag Football community. From the organization of the event and to the friendly committee we have in place. Over the last 25+ years, the City of Roswell has widely been impacted by this event and one like it in the past years. We are the largest flag football tournament held in the great State of New Mexico, and we are the only flag football tournament within 400 miles of Roswell, New Mexico over the Memorial Weekend.

Occupancy Tax Board Use Only

Return on Investment (25 points):		General Attendance (10 points):	
Historical Performance (10 points):		Uniqueness of Event (30 points):	
Other Economic Impact (25 points):		Total (100 points):	

OFFICIAL USE ONLY

OTB Date: 7/22/2025 Finance Committee Date: 8/7/2025 Council Date: 8/14/2025

Last Day of Event: 5/24/2026 Reimbursement Request Due Date (90 days from last day of event): 6/19/2026

Regular City Council Meeting 36.
Meeting Date: 08/14/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of the Roswell Hispano Chamber Pinata Fest Lodgers' Tax Funding Request in the amount of $20,000 for marketing, sanitation, and security, and open negotiations with the City of Roswell for sponsorship. (Corn/Conyers)

BACKGROUND:
Initiated by: TJ Conyers

From their application: The Roswell Hispano Chamber of Commerce's annual PiñataFest is one of Southeastern New Mexico's most vibrant cultural celebrations, attracting over 5,000 visitors from across the state and West Texas each year. Centered on the colorful piñata, the festival blends tradition, entertainment, and entrepreneurship into an unforgettable family experience. Highlights include live music, folklórico dancing, piñata competitions, artisan markets, and performances by mariachi and dance troupes. Families enjoy interactive exhibits, a children's piñata break zone, and diverse local food vendors. For 38 years, PiñataFest has promoted tourism, celebrated Hispanic heritage, and supported small businesses through vendor opportunities and heightened visibility. With strong brand recognition and growing out-of-town interest, PiñataFest is poised to evolve into a premier regional destination festival, boosting the tourism economy while honoring the rich diversity that makes Southeastern New Mexico unique.

3 years of Historical Lodgers' Tax Funding Data: Marketing, sanitation, and security

- FY2023- Applied for funding but was denied by OTB and City Council for lack of relation to tourism
- FY2024- No record of request
- FY2025- No record of request

FINANCIAL CONSIDERATION
Funding Source: In the FY26 Adopted Budget line item 26224081 672828.

- $20,000 for marketing, sanitation and security, and negotiations with the City of Roswell for sponsorship.

LEGAL REVIEW:
None at this time. The Legal Department will review the sponsorship agreement before signatures are collected.;

BOARD AND COMMITTEE ACTION:
The Occupancy Tax Board recommended (5-0) to award Piñata Fest $20,000 for marketing and $17,000 in sponsorship at their July 22, 2025, meeting. The Finance Committee recommended approval 5-0 to award $5,000 for marketing, sanitation, and security, as well as $5,000 for sponsorship at its meeting on August 7, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

LODGERS' TAX FUNDING APPLICATION

Received Date: 7/8/2025- via email-TJC

Please check the box for which type of funding you seek.

- ☑ Marketing, and Police/Security, Fire and Sanitation services
- ☑ Sponsorship

Today's Date: July 8, 2025

Event Name: Pinatafest Event Date: 09/12-13/2025

Organization: Hispano Chamber of Commerce Event Time: 12PM + 10AM-9PM

Event Address: Chaves County Courthouse & Pioneer Plaza City/State/ZIP: Roswell, NM, 88201

Website: roswellhcc.org Phone: 575-910-9093 Email: mcobos@roswellhcc.org

Organizer: John Erard Mobile: 847-636-0931

Second Organizer: Alfredo Garcia Mobile: 575-317-9930

EVENT DETAILS

Estimated # Attending: estimated 10,000-12,500 attendees Anticipated # of hotel rooms booked: ((7.5k/3)x0.15)x2=1k

Last year's event **(if this is not a first-time event, must attach proof)**

of Attendees: 5,000 estimated # of hotel rooms booked: ((5k/3)x0.15)x2=500

Description of Event Logistics:

The Roswell Hispano Chamber of Commerce' s annual PiñataFest is one of Southeastern New Mexico' s most vibrant cultural celebrations, attracting over 5,000 visitors from across the state and West Texas each year. Centered on the colorful piñata, the festival blends tradition, entertainment, and entrepreneurship into an unforgettable family experience. Highlights include live music, folklórico dancing, piñata competitions, artisan markets, and performances by mariachi and dance troupes. Families enjoy interactive exhibits, a childrens piñata break zone, and diverse local food vendors.
For 38 years PiñataFest has promoted tourism, celebrated Hispanic heritage, and supported small businesses through vendor opportunities and heightened visibility. With strong brand recognition and growing out-of-town interest PiñataFest is poised to evolve into a premier regional destination festival—boosting the tourism economy while honoring the rich diversity that makes Southeastern New Mexico unique.

Sponsorship amount requested:	$20,000

Permit #: _____

LODGERS' TAX FUNDING REQUEST

Any funding from Lodgers' Tax must follow the Lodgers' Tax Policy (PA0002). Please be sure you have read and understand the policy. **You must type out marketing budget plan in the fillable form below or attach as indicated below.** Please feel free to add additional pages, ad samples, artwork, etc. This is what is considered for approval. Any request not listed with this form is not considered for approval. Lodgers' Tax funds must be expended in accordance with the Lodgers' Tax Act for purposes of advertising, publicizing and promoting tourist-related attractions, facilities and events. Lodgers' Tax is funded by overnight stays in Roswell.

☐ Check here for First-time Event

List of eligible expenses for marketing: *Newspaper, Magazine, Radio, Television, Google Ads/ Paid Social Media, Digital Billboard, Vinyl Billboard, Posters, Flyers, Postcards, or other paid media.*

MARKETING BUDGET PLAN

Eligible Marketing Expenses *Please use and attach an additional sheet if more space is needed.*

Advertising Type	Placement/Vendor (specific):	Frequency/Run Dates:	Your Eligible Expense
Example: *Newspaper*	Example: *Dallas Morning News*	Example: *May 1-10, 2x 1/2 pg*	Example: *$700*
Digital Marketin	Facebook, Instagram, YouTube geo-targeted ads	TBD	$8,000
Radio Ads	★ arkets: El Paso, Lubbock, Amarillo, Midland/Ode	TBD	$5,000
Print Ads	Regional Hispanic publications	TBD	$2,000
Billboards	Placement on highways into Roswell	TBD	$3,000
PR Outreach	Press releases, media outreach, influencers	TBD	$1,000
Contingency	Flexibility for additional ad buys	TBD	$1,000

Note: All marketing must include "paid in part by City of Roswell Lodgers' Tax" logo and/or text to be eligible.

Other Eligible Expenses	Details (Source of Services / Service Employees Required / # of T-Shirts)	Your Eligible Expense
Police/Security	Mounted Patrol - Roswell: Police / Security	$5,000
Fire	Fire and Safety Sinage, First Aid Station, EMT's	$2,500
Clean-up/Sanitation	ShinyBoyz - Artesia: PortaPotties	$5,000
T-Shirts (registered participant)	Anaya Printing - Roswell: Promotional T-Shirts	$7,500

TOTAL eligible expenses:	$20,000

Revised 04/16/25

EVENT DETAILS/SCORING

The definition of a Tourist means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax. Tourist-related events mean events that are planned for, promoted to and attended by tourists. *Lodgers' Tax Act Definitions {3-38-13 NMSA 1978}*

Please provide details of your event, along with any attachments that may help answer the specific questions below. The Occupancy Tax Board will score the event on a 100-point scale based on return on investment, historical performance, other economic impact, general attendance and event uniqueness.

Return on Investment (25 points): Detail the return on investment to the community based on tourism. Consider any additional Lodgers' Tax generated as a direct result of your organization or event, along with any estimated attendance from out-of-town visitors and estimated room nights in local lodging facilities.

1. Attendance Projections
With robust funding and event alignment, we anticipate a Facebook reach of 800,000–1 million impressions plus:
Baseline conversion (normal conditions): 0.5–1.0% → 4,000–10,000 attendees
Air Races synergy: Estimated 25% uplift → 5,000–12,500 attendees
Conservative estimate: 5,000 / Target central rank: 7,500
2. Lodging Impact
Target Out of Towners 1,125 Room Nights (2 people per room) 563 Total Revenue at $120 per night $67,560
3. Restaurant Sector Impact
Assuming 40% of out-of-town guests (OOT) dine locally for at least one meal at ~$20/person:
Conservative (750 OOT): 300 diners → $6,000 / Target (1,125 OOT): 450 diners → $9,000
4. Fuel & Travel Costs - For out-of-town vehicle travel at 5 gal/day:
General attendees - Avg round-trip 200 mi @ 25 mpg → ~$48 per vehicle × (750 attendees/2) ≈ 375 vehicles → $18,000

Source for detail provided: _____

Historical Performance (10 points): Include award dollars used, prior attendance and room nights.

Estimates:
The PinataFest has consistently drawn approximately 5,000 attendees.

In the past we estimate that approximately 15% of attendees have been from over 100 miles out of Roswell so approximately 750 are considered to be out-of-towners (OOT).

We estimate that they stay for one night and that there are 2 persons per hotel room.

So:

Award dollars previously used: None

Prior year attendance: 5,000

of overnight room nights booked: Estimate: 750/2 = 375 overnight room nights booked

Estimated cost of service request from City Departments (not scored):

RPD Traffic Control - $190.00

Other Economic Impact (25 points): Additional Gross Receipts Tax generated as a direct result of your organization or event (restaurants, purchases in local stores).

Restaurant Sector Impact:
Assuming 40% of out-of-town (OOT) guests dine locally for at least one meal at ~$20/person:
Conservative (750 OOT): 300 diners $6,000
Target (1,125 OOT): 450 diners $9,000
Optimistic (1,500 OOT): 600 diners $12,000

Estimated Shopping & On-Site Spending Impact
Assuming a per-person spend of $10 – $20 at vendor booths, merchandise, food stands, and promotional item purchases:

Attendance Avg Spend Total Spending
Conservative 7,500 x $10 = $65,000
Optimistic 7,500 x $20 = $150,000
Average 7,500 x $15 = $112,000

Attendance typee & transportation to Roswell: _____

Average daily spending on food/beverage: Target (1,125 OOT): 450 diners $9,000

Source for data provide listed above: American Planning Association visitor impact models

General Attendance of Event (10 points): Please consider both local and out-of-town attendees.

Attendance Projections
With robust funding and event alignment, we anticipate a Facebook reach of 800,000 – 1 million impressions plus:
Baseline conversion (normal conditions): 0.5 – 1.0% 4,000 – 10,000 attendees
Air Races synergy: Estimated 25% uplift 5,000 – 12,500 attendees
Conservative estimate: 5,000
Target central rank: 7,500
Optimistic ceiling: 10,000+ attendees
This projection supports modest lodging and service growth modeling.

6,375 Local
1,125 Outside
15% % of attendance from outside of Roswell

Source for data provided: American Planning Associati

Uniqueness of Event (30 points): What makes this event different from others?

The population of SE New Mexico and West Texas is more than 60% Hispanic. PiñataFest celebrates the richness of Hispanic culture while driving cultural tourism and economic opportunity in Southeastern New Mexico. Through music, dance, art, and family-centered programming, the festival uplifts small businesses, empowers families, and fosters pride in our shared heritage.

Our goal is for the PinataFest to become a leading cultural tourism destination in New Mexico—drawing thousands of visitors annually while delivering measurable benefits to local entrepreneurs, artists, performers, and working families. PiñataFest strengthens community identity, creates revenue-generating opportunities for small businesses, and provides culturally enriching experiences for both residents and tourists seeking authentic, inclusive celebrations.

PiñataFest remains a widely loved and celebrated event. In 2023, Roswell Mayor Tim Jennings officially declared September 8 as "Piñata Day", honoring the festivals cultural significance. That same year, the United States Postal Service selected the Roswell Piñata Festival as the official site for the national unveiling of the Piñata Forever Stamps. That milestone moment elevated the festivals profile and reinforced its importance as a cultural tourism destination.

Occupancy Tax Board Use Only

Return on Investment (25 points):		General Attendance (10 points):	
Historical Performance (10 points):		Uniqueness of Event (30 points):	
Other Economic Impact (25 points):		Total (100 points):	

OFFICIAL USE ONLY

OTB Date: 7/22/2025 Finance Committee Date: 8/7/2025 Council Date: 8/14/2025

Last Day of Event: 9/13/2025 Reimbursement Request Due Date (90 days from last day of event): 12/13/2025

PinataFest 2025 – Economic & Attendance Projection Report

Date Proposed: September 12–13, 2025 (Final weekend of Roswell Air Races)
Prepared For: City of Roswell / Lodgers Tax Committee

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1. Projection Context

- **Funding & Support:**
  - **$20,000 Lodgers Tax grant**, used fully for targeted advertising.
  - **$20,000 City sponsorship** for safety, sanitation, and promotional items.
  - **$5,000 state grant** allocated to online/social discoverability improvements and onsite operational audit.
- **Event Timing:** Scheduled to coincide with the final weekend of the **Roswell Air Races**—a known tourism booster.
- **Marketing Goals:** Drive attendance through heightened event promotion, improved digital reach, and collaborative messaging with the Chamber and City partners.

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2. Attendance Projections

With robust funding and event alignment, we anticipate a **Facebook reach of 800,000–1 million impressions** plus:

- **Baseline conversion (normal conditions):** 0.5–1.0% → 4,000–10,000 attendees
- **Air Races synergy:** Estimated 25% uplift → **5,000–12,500 attendees**

Conservative estimate: 5,000
Target central rank: 7,500
Optimistic ceiling: 10,000+ attendees

This projection supports modest lodging and service growth modeling.

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3. Lodging Impact

Scenario	Attendees	Out-of-Towners (15%)	Room Nights (2 ppl/room)	Total Rooms	Revenue @ $120/night
Conservative	5,000	750	375	375	$45,000
Target	7,500	1,125	563	563	$67,560
Optimistic	10,000	1,500	750	750	$90,000

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4. Restaurant Sector Impact

Assuming 40% of out-of-town guests dine locally for at least one meal at ~$20/person:

- **Conservative (750 OOT):** 300 diners → **$6,000**
- **Target (1,125 OOT):** 450 diners → **$9,000**
- **Optimistic (1,500 OOT):** 600 diners → **$12,000**

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5. Fuel & Travel Costs

For out-of-town vehicle travel at 5 gal/day:

- **General attendees:**
  - Avg round-trip 200 mi @ 25 mpg → ~$48 per vehicle × (750 attendees/2) ≈ 375 vehicles → **$18,000**

Total travel fuel impact:

- Conservative: **$28,000**,
- Scales to **$56,000** in optimistic scenarios.

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6. Total Economic Impact

Scenario	Lodging	Restaurants	Fuel Travel	Total Visitor Spending
Conservative	$51,000	$6,000	$28,000	**$85,000**
Target	$73,560	$9,000	$42,000	**$124,560**
Optimistic	$96,000	$12,000	$56,000	**$164,000**

Note: These estimates exclude direct event revenues (vendors, merchandise, etc.), highlighting only visitor-driven economic impact.

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7. Summary & Strategic Recommendation

- A **moderate turnout (7,500 attendees)** yields ~**$125,000** in visitor spending on lodging, dining, and fuel.
- The **$20,000 lodging grant**, combined with sponsorship and audit funding, provides exceptional ROI through economic activity and tourism visibility.
- **Event timing with Air Races** is strategic and equates to ~25% audience boost.

- **Recommendations:**
    - Continue joint promotion with Roswell Air Races.
    - Enhance visitor experience to encourage overnight stays.
    - Monitor bookings and fuel usage in real time for future improvements.

Regular City Council Meeting
Meeting Date: 08/14/2025
COMMITTEE: N/A **CONTACT:** Amalia Martinez
CHAIR: Juliana Halvorson

Summary:
DRAFT Special CC Minutes May 28, 2025 (Halvorson/Martinez)

Attachments

DRAFT Special CC Minutes May 28, 2025

Special Meeting for May 28, 2025, of the Roswell City Council
Recreation & Aquatic Center
1402 W. College Blvd.
Wednesday, May 28, 2025, at 2:00 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 2:12 p.m. with Mayor Jennings presiding.

ROLL CALL:

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

APPROVAL OF THE AGENDA

1. Consider approval of the agenda for the May 28, 2025, Special City Council meeting.

MOTION: Councilor Halvorson made a motion to approve the agenda for May 28, 2025, Special City Council Meeting. Councilor Corn made the following changes to the abstract. Under the Background, remove the words "The 2025-2026 Budget Development Committee" and replace it with "Elected Officials". Also, after the word City Manager add the word "and" remove "and elected officials. Councilor Cavin was the second. Motion passed with unanimous consent.

REGULAR ITEMS

2. Resolution 25-23 - Consider recommending adoption of Resolution 25-23 approving the City of Roswell fiscal year 2025/2026 Preliminary Budget. Toni Gomez presented this item.

After discussing the budget, a decision was made to recess so that Finance could make the necessary updates.

MOTION: Councilor Cavin made a motion to recess and reconvene pursuant to the Open Meetings Act §10-15-1(e) to approve Resolution 25-23: Approving the City of Roswell fiscal year 2025-2026 Preliminary Budget. Councilor Halvorson was the second.

DRAFT

ADJOURNMENT

Meeting adjourned at 9:28 p.m.

Approved on this 7th day of August 2025.

(City Seal)

_____
Timothy Z. Jennings, Mayor

_____
Amalia Martinez, City Clerk

DRAFT

Regular City Council Meeting
Meeting Date: 08/14/2025
COMMITTEE: N/A **CONTACT:** Amalia Martinez
CHAIR: Juliana Halvorson

Summary:
DRAFT Minutes May 30, 2025 (Halvorson/Martinez)

Attachments

DRAFT Minutes May 30, 2025

Special Meeting of The City of Roswell Council
To Be Held on Friday, May 30, At 4:00 P.M.
City Hall – Large Conference Room
425 N. Richardson Ave.
Roswell, NM 88201

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 4:02 p.m. with Mayor Jennings presiding.

MOTION: Councilor Halvorson made a motion to come back into session and continue the Preliminary Budget for 2026. Councilor Johnson was the second. A voice vote of 10-0 was unanimous.

ROLL CALL:

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

1. Consider approval of the agenda for the May 28, 2025, Special City Council meeting.

REGULAR ITEMS

2. Resolution 25-23 - Consider recommending adoption of Resolution 25-23 approving the City of Roswell fiscal year 2025/2026 Preliminary Budget. Toni Gomez presented this item.

After some discussion, Toni Gomez talked about the following changes. See Exhibit A attached to the minutes.

BACKGROUND: The final budget is required by the State of New Mexico Department of Finance and Administration. The Preliminary Budget was developed on a basis of need and cooperation between the City Manager and departmental staff. Once a Preliminary Budget has been adopted, only the beginning cash figures can be adjusted for the adoption of the final 2025-2026 budget.

Councilor Cavin called for the question. Councilor Marrujo seconded the motion.

DRAFT

ROLL CALL:

Juan Oropesa - Yes
Juliana Halvorson - Yes
Ed Heldenbrand - No
Will Cavin - Yes
Christopher Cortez - Yes
Darrell Johnson - Yes
Robert Corn - No
Cristina Arnold - No
Angela Moore - Yes
Carlos Marrujo, Jr. – Yes

Motion passed 7-3 with Councilors Heldenbrand, Corn, and Arnold voting no.

Councilor Heldenbrand: Councilor Corn has expressed concerns about the lack of transparency in this process and emphasized the need for greater transparency. I expect Councilor Corn and the City of Roswell Finance Committee to thoroughly review this budget once all necessary adjustments have been made and recorded. After that, we will make the appropriate adjustments or present them to the Council as we see fit, as this process has felt rushed. I understand the reasons behind this urgency, but I do not believe it is appropriate for this to serve as our final budget. While I recognize that this document is evolving, I would like to see more analytical work conducted before it is finalized. I also expect the Council to be open to revisiting this issue in the future. As for August, we will have a chance to settle down. I have a question for Mr. Cole regarding the wage increases. Could you clarify when the two-step raises will take effect? One increase occurs in July, and the other will take effect on January 1. Thank you for that clarification. I don't approve of that either, but that is fine. I yield.

MOTION: Councilor Corn made a motion to adopt Resolution 25-23. Councilor Moore was the second.

ROLL CALL:

Juan Oropesa	Yes
Juliana Halvorson	Yes
Ed Heldenbrand	No
Will Cavin	Yes
Christopher Cortez	Yes
Darrell Johnson	Yes
Robert Corn	Yes
Cristina Arnold	No
Angela Moore	Yes
Carlos Marrujo, Jr.	Yes

Motion passed 8-2 with Councilor Heldenbrand and Councilor Arnold voting no.

DRAFT

ADJOURNMENT

Meeting adjourned at 9:30 p.m.

Approved on this 7th day of August 2025.

(City Seal)

_____
Timothy Z. Jennings, Mayor

_____
Amalia Martinez, City Clerk

DRAFT

CITY OF ROSWELL

FY 2025-2026 BUDGET

GENERAL FUND

Pg 4 & 5

Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested
1101	922610	Transfers out to Mass Transit	$ -	$ (456,235.11)	$ -	$ (780,385.00)
1101	922611	Transfers out to Museum	$ (1,034,584.19)	$ (784,123.70)	$ -	$ (1,270,382.00)
1101	922613	Transfers out to Golf	$ (544,430.56)	$ (707,433.96)	$ -	$ (531,488.00)
1101	922630	Transfer out to Community Development	$ -	$ -	$ -	$ (325,000.00)
		General Fund Revenue			**$ -**	

Pg 10 & 11

Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	1st	2nd	Voice Vote	Comment
							Heldenbrand	Cavin	9-0	Arnold voting no
11014021	521210	Full-Time Overtime	$ 3,405.61	$ 2,433.24	$ 2,904.62	$ 3,500.00				
11014021	654802	Contract Professional Services	$ 2,601.76	$ 5,454.01	$ 2,612.50	$ 34,500.00				$ 20,000.00
11014021	654801	Contract-Indig Cncil/Interpret	$ 32,772.87	$ 36,399.28	$ 33,022.87	$ 51,500.00				$ 40,000.00
		Municipal Court Expense								

Pg 13

Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	1st	2nd	Voice Vote	Comment
							Corn	Halvorson	9-0	Arnold voting no
11014041	654802	Contract-Audit Prof Services	$ 31,479.16	$ 127,559.47	$ 206,550.40	$ 150,000.00				Reduce from $215,000.00
11014041	663301	Computer-Subscription/License	$ -	$ -	$ -	$ 1,161,814.00				Increase from 845,000.00 (ClearGov, Oracal, Enterprise, NextSuite and Tyler)
		Finance Expense								

Pg 15

Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	1st	2nd	Voice Vote	Comment
							-	-	-	
11014051	654805	Contract-Legal Services	$ 226,338.94	$ 234,971.25	$ 157,034.20	$ 150,000.00				was $180,000.00
		Legal Expense								

Pg 16

Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	1st	2nd	Voice Vote	Comment
							Halvorson	Marrujo	9-1	Arnold voting no
11014061	585901	Employee Training	$ 2,138.32	$ 3,250.00	$ 10,584.00	$ 160,000.00				Decrease from $334,828.00
		Human Resources Expense								

Pg 19

Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	1st	2nd	Voice Vote	Comment
							Halvorson	Marrujo	9-1	Arnold voting no

11014071	521210	Full-Time Overtime	$ 4,897.53	$ 8,877.66	$ 5,490.32	$ 10,000.00				Decrease from $40,807.00
		Facilities Maintenance Expense								
FOR THE RECORD: Councilor Halvorson left the meeting at 4:35 pm										
Pg 21		**Fleet Maintence Expenses**					**1st**	**2nd**	**Voice Vote**	**Comment**
							Halvorson	Corn	9-1	No changes - Arnold voting no
Pg 31							**1st**	**2nd**	**Voice Vote**	**Comment**
Org	**Object**	**Description**	**FY23 Actual**	**FY24 Actual**	**FY25 Actual**	**FY26 Requested**	Cavin	Corn		
11014151	521210	Full-Time Overtime	$ 10,857.19	$ 4,204.79	$ 288.83	$ 9,910.00				Decreased from $46,878.00
		Code Enforcement Expense								
Pg 34							**1st**	**2nd**	**Voice Vote**	**Comment**
Org	**Object**	**Description**	**FY23 Actual**	**FY24 Actual**	**FY25 Actual**	**FY26 Requested**	**Corn**	**Cavin**	8-1	Arnold voting no and Halvorson being absent
11014161	654814	Contract-Veterinary Prof Svcs	$ 28,014.64	$ 44,734.96	$ 68,332.05	$ 85,000.00				was 60,000.00
		Animal Control Expense								
Pg 36							**1st**	**2nd**	**Voice Vote**	**Comment**
Org	**Object**	**Description**	**FY23 Actual**	**FY24 Actual**	**FY25 Actual**	**FY26 Requested**	Cavin	Marrujo	8-1	Arnold voting no and Halvorson being absent
11014181	817505	Capital Outlay-Equipment	$ -	$ -	$ -	$ 100,000.00				
		Emergency Management Expense	**$ -**	**$ -**	**$ -**					
FOR THE RECORD: Council went to recess at 4:59 pm and returned at 5:17 pm.										
FOR THE RECORD: Councilor Oropesa left the meeting a 5:32.										
Pg 40							**1st**	**2nd**	**Voice Vote**	**Comment**
Org	**Object**	**Description**	**FY23 Actual**	**FY24 Actual**	**FY25 Actual**	**FY26 Requested**	Cavin	Heldenbranc	8-0	Halvorson and Oropesa being absent
11014211	521210	Full-Time Overtime	$ 2,421.51	$ 918.49	$ 5.80	$ 5,000.00				
11014211	521220	ParTime Overtime	-	-	-	-				
		Library Expense								
Pg 42							**1st**	**2nd**	**Voice Vote**	**Comment**

Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	Cavin	Corn	8-0	Halvorson and Oropesa being absent
11014231	521210	Full-Time Overtime	$ 5,744.16	$ 6,501.58	$ 5,592.34	$ 15,000.00				
		Parks Expense								
Pg 44							**1st**	**2nd**	**Voice Vote**	**Comment**
Org	**Object**	**Description**	**FY23 Actual**	**FY24 Actual**	**FY25 Actual**	**FY26 Requested**	Cavin	Corn	8-0	Halvorson and Oropesa being absent
11014231	817505	Capital Outlay-Equipment	$ 27,040.00	$ 24,984.38	$ 69,440.41	$ 180,000.00				
		Parks Expense								
		GRANTS								
Pg 49							**1st**	**2nd**	**Voice Vote**	**Comment**
Org	**Object**	**Description**	**FY23 Actual**	**FY24 Actual**	**FY25 Actual**	**FY26 Requested**	Corn	Cavin	8-0	Halvorson and Oropesa bing absent
21034213	793501	MiscExp-General Grant	$ 51,187.51	$ 44,811.13	$ 20,643.10	$ 110,334.00				
		Library GO Bond Grant Expense								
Pg 50							**1st**	**2nd**	**Voice Vote**	**Comment**
Org	**Object**	**Description**	**FY23 Actual**	**FY24 Actual**	**FY25 Actual**	**FY26 Requested**	Corn	Cavin	8-0	Halvorson and Oropesa being absent
22554113	793505	MiscExp- Grant	$ -	$ -	$ -	$ 340,610.00				
		LEPF Grant Expense	**$ -**	**$ -**	**$ -**					
Pg 53							**1st**	**2nd**	**Voice Vote**	**Comment**
Org	**Object**	**Description**	**FY23 Actual**	**FY24 Actual**	**FY25 Actual**	**FY26 Requested**				
22584118	793505	MiscExp- Grant	$ 102,049.17	$ 103,151.11	$ 70,249.05	$ 273,639.00				From $161,681.00
		HIDTA Grant Expense								
Pg 54							**1st**	**2nd**	**Voice Vote**	**Comment**
Org	**Object**	**Description**	**FY23 Actual**	**FY24 Actual**	**FY25 Actual**	**FY26 Requested**				
22604141	725605	Supplies-EMS	$ -	$ -	$ -	$ 115,518.00				From $20,000.00
		EMS (Ambulance) Grant Expense	**$ -**	**$ -**	**$ -**					
Pg 55							**1st**	**2nd**	**Voice Vote**	**Comment**
Org	**Object**	**Description**	**FY23 Actual**	**FY24 Actual**	**FY25 Actual**	**FY26 Requested**				
22614122	725601	Supplies-General	$ 900.82	$ 2,292.92	$ 728.25	$ 50,994.00				From $20,000.00
		EMS (Fire) Grant Expense								
Pg 56							**1st**	**2nd**	**Voice Vote**	**Comment**

Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	Heldenbrand	Cortez	8-0	Halvorson and Oropesa being absent
22624124	793501	MiscExp-General Grant	$ -	$ -	$ -	$ 11,596.00				
		Hazmat (Fire) Grant	**$ -**	**$ -**	**$ -**					
Pg 58							**1st**	**2nd**	**Voice Vote**	**Comment**
Org	**Object**	**Description**	**FY23 Actual**	**FY24 Actual**	**FY25 Actual**	**FY26 Requested**	Cavin	Corn	8-0	Halvorson and Oropesa being absent
22654123	793501	MiscExp-General Grant	$ -	$ 11,534.08	$ 6,174.00	$ 1,330,508.00				
		Fire Protection Grant Expense								
Pg 58							**1st**	**2nd**	**Voice Vote**	**Comment**
Org	**Object**	**Description**	**FY23 Actual**	**FY24 Actual**	**FY25 Actual**	**FY26 Requested**				
25144657	793501	MiscExp-General Grant	$ -	$ -	$ -	$ 32,156.00				
		JAG Federal Grant Expense	**$ -**	**$ -**	**$ -**					
Pg 59							**1st**	**2nd**	**Voice Vote**	**Comment**
Org	**Object**	**Description**	**FY23 Actual**	**FY24 Actual**	**FY25 Actual**	**FY26 Requested**				
25003015	654801	Contract-Professional Services	$ -	$ -	$ 621,968.81	$ 550,253.00				
		American Rescue Plan Act Expense	**$ -**	**$ -**						
Pg 63							**1st**	**2nd**	**Voice Vote**	**Comment**
Org	**Object**	**Description**	**FY23 Actual**	**FY24 Actual**	**FY25 Actual**	**FY26 Requested**				
2610	911101	Transfers in Frm General Fund	$ -	$ 456,235.11	$ -	$ 780,385.00				
		Mass Transit Revenue	**$ -**		**$ -**					
Pg 66							**1st**	**2nd**	**Voice Vote**	**Comment**
Org	**Object**	**Description**	**FY23 Actual**	**FY24 Actual**	**FY25 Actual**	**FY26 Requested**	Moore	Cortez	7-1	Arnold voting no, Halvorson and Oropesa being absent
2611	911101	Transfers in Frm General Fund	$ 1,034,584.19	$ 784,123.70	$ -	$ 1,270,382.00				
		Museum and Art Center Revenue			**$ -**					
Pg 67							**1st**	**2nd**	**Voice Vote**	**Comment**
Org	**Object**	**Description**	**FY23 Actual**	**FY24 Actual**	**FY25 Actual**	**FY26 Requested**				
25114221	521210	Full-Time Overtime	$ 13,226.63	$ 16,701.65	$ 10,289.19	$ 2,357.00				
		Museum and Art Center Expense								
Pg 70							**1st**	**2nd**	**Voice Vote**	**Comment**
Org	**Object**	**Description**	**FY23 Actual**	**FY24 Actual**	**FY25 Actual**	**FY26 Requested**				
2612	912622	Transfers in Frm Lodgers' Tax	$ -	$ 899,173.43	$ -	$ 923,517.00				

		Spring River Zoo Revenue	$ -		$ -					
Pg 71							1st	2nd	Voice Vote	Comment
Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	Cavin	Johnson	8-0	Halvorson and Oropesa being absent
26124232	521210	Full-Time Overtime	$ 22,602.20	$ 16,581.88	$ 6,001.93	$ 22,620.00				From $21,958.00
26124232	654801	Contract-Professional Services	$ 111,947.60	$ 47,275.75	$ 800.00	$ 45,000.00				
		Spring River Zoo Expense								
FOR THE RECORD: Councilor Arnold left the meeting at 6:27 pm.										
Pg 74							1st	2nd	Voice Vote	Comment
Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	Heldenbrand	Cavin	7-0	Halvorson, Oropesa, and Arnold being absent
2613	911101	Transfers in Frm General Fund	$ 544,430.56	$ 707,433.96	$ -	$ 531,488.00				
		Nancy Lopez Golf Course Revenue			$ -					
Pg 74							1st	2nd	Voice Vote	Comment
Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	Heldenbrand	Cavin	7-0	Halvorson, Oropesa, and Arnold being absent
26134233	511130	Temporary Salaries				$ -				
26134233	521220	Part-Time Overtime				$ -				
		Nancy Lopez Golf Course Expense			$ -					
Pg 76							1st	2nd	Voice Vote	Comment
Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	Heldenbrand	Cavin	7-0	Halvorson, Oropesa, and Arnold being absent
26134233	725603	Supplies-Store	$ 62,758.93	$ 82,522.07	$ 104,773.77	$ 150,000.00				
26134233	725604	Supplies-Concession	$ 47,612.02	$ 54,861.65	$ 74,499.99	$ 120,000.00				
		Nancy Lopez Golf Course Expense								
Pg 78							1st	2nd	Voice Vote	Comment
Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	Moore	Cavin	7-0	Halvorson, Oropesa, and Arnold being absent
26154241	421230	Temporary Overtime				$ -				

		Recreation Expense								
Pg 80							1st	2nd	Voice Vote	Comment
Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	Moore	Cavin	7-0	Halvorson, Oropesa, and Arnold being absent
26154241	817504	Capital Outlay-Infrastructure	$ -	$ 3,451.36	$ 458,058.32	$ 9,147.00				
		Recreation Expense	**$ -**							
Pg 81							1st	2nd	Voice Vote	Comment
Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	Moore	Cavin	7-0	Halvorson, Oropesa, and Arnold being absent
26154242	521220	Part-Time Overtime	$ -			$ -				
		Recreation Pool Expense	**$ -**	**$ -**	**$ -**	**$ -**				
		CORRECTIONS FEES								
Pg 87							1st	2nd	Voice Vote	Comment
Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	Cavin	Johnson	7-0	Halvorson, Oropesa, and Arnold being absent
2620	911101	Transfers in Frm General Fund	$ -	$ 251,833.00	$ 214,606.00	$ 325,000.00				
		Corrections Revenue	**$ -**							
		CONVENTION CENTER								
Pg 88							1st	2nd	Voice Vote	Comment
Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	Corn	Cortez	7-0	Halvorson, Oropesa, and Arnold being absent
26214094	698001	DebtExp-Principal	$ 425,000.00	$ 435,000.00	$ 440,000.00	$ 450,000.00				
26214094	698002	DebtExp-Interest	$ 122,189.50	$ 114,810.25	$ 55,436.75	$ 97,280.00				
26214094	698003	DebtExp-Admin Fee	$ 5,042.50	$ 4,612.50	$ 2,197.50	$ 3,730.00				
		Convention Center Debt Service Expense								
Pg 88							1st	2nd	Voice Vote	Comment
Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	Corn	Cortez	7-0	Halvorson, Oropesa, and Arnold being absent
26214252	521210	Full-Time Overtime	$ -	$ -	$ -	$ -				

26214252	521220	Part-Time Overtime	$ -	$ -	$ -	$ -				
		Convention Center Expense	**$ -**	**$ -**	**$ -**	**$ -**				
			LODGER'S TAX							
							1st	**2nd**	**Voice Vote**	**Comment**
Org	**Object**	**Description**	**FY23 Actual**	**FY24 Actual**	**FY25 Actual**	**FY26 Requested**	Cavin	Cortez	7-0	Halvorson, Oropesa, and Arnold being absent
2622	922612	Transfers out to Zoo	$ -	$ (899,173.43)	$ -	$ (923,517.00)				
		Lodgers' Tax Revenue	**$ -**							

Pg 94							1st	2nd	Voice Vote	Comment
Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	Cavin	Cortez	7-0	Halvorson, Oropesa, and Arnold being absent
6224253	521220	Part-Time Overtime	$ -	$ -	$ -	$ -				
		Visitor's Center Expense	**$ -**	**$ -**	**$ -**	**$ -**				
Pg 96							1st	2nd	Voice Vote	Comment
Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	Halvorson	Johnson	7-0	Halvorson, Oropesa, and Arnold being absent
26234323	521210	Full-Time Overtime	$ 10,360.57	$ 6,989.71	$ 11,200.24	$ 17,416.00				
		Streets Expense								
Pg 97							1st	2nd	Voice Vote	Comment
Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	Halvorson	Johnson	7-0	Halvorson, Oropesa, and Arnold being absent
26234323	654801	Contract-Professional Services	$ 32,953.57	$ 622,805.39	$ 316,216.43	$ 58,000.00				
		Streets Expense								
Pg 101							1st	2nd	Voice Vote	Comment
Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	Moore	Johnson	7-0	Halvorson, Oropesa, and Arnold being absent
26264091	795200	MiscExp-Reimburse Claims	$ 77,469.35	$ 22,869.29	$ -	$ 90,000.00				
		Unemployment Compensation Expense								
Pg 101							1st	2nd	Voice Vote	Comment
Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	Moore	Johnson	7-0	Halvorson, Oropesa, and Arnold being absent
2630	911101	Transfers in Frm General Fund	$ -	$ -	$ -	$ 325,000.00				
		Economic Development Revenue	**$ -**	**$ -**	**$ -**	**$ 325,000.00**				
			RESTRICTED FUNDS							
Pg 103										
Toni Gomez was inputting the donation but needs to really look into those because they also collected on that, so she should go in and review the										

accounts closely and recalculate all those. She will present this as a budget adjustment in the new physical year. These are all donations.										
		CANNABIS REGULATION ACT								
Pg 105							**1st**	**2nd**	**Voice Vote**	**Comment**
Org	**Object**	**Description**	**FY23 Actual**	**FY24 Actual**	**FY25 Actual**	**FY26 Requested**	Cortez	Marrujo	6-1	Halvorson, Oropesa, and Arnold being absent. Councilor Moore voting no.
2800	411700	GRT- Cannabis Excise Tax	$ 220,201.61	$ 355,537.94	$ 134,655.90	$ 280,000.00				
		Cannabis Regulation Act Revenue								
Pg 108							**1st**	**2nd**	**Voice Vote**	**Comment**
Org	**Object**	**Description**	**FY23 Actual**	**FY24 Actual**	**FY25 Actual**	**FY26 Requested**	Heldenbrand	Cortez	7-0	Halvorson, Oropesa, and Arnold being absent
5100	481100	Rentals - Building	$ 3,148,702.79	$ 2,440,933.38	$ 1,503,159.96	$ 4,123,867.00				
5100	489100	Miscellaneous - General	$ 80,473.82	$ 55,880.34	$ 53,531.58	$ 50,000.00				
		Air Center Revenue								
Pg 112							**1st**	**2nd**	**Voice Vote**	**Comment**
Org	**Object**	**Description**	**FY23 Actual**	**FY24 Actual**	**FY25 Actual**	**FY26 Requested**	Heldenbrand	Cortez	7-0	Halvorson, Oropesa, and Arnold being absent
51004332	521210	Full-Time Overtime	$ 205,399.43	$ 161,672.33	$ 120,485.60	$ 100,000.00				
		Air Center Operations Expense								
Pg 113							**1st**	**2nd**	**Voice Vote**	**Comment**
Org	**Object**	**Description**	**FY23 Actual**	**FY24 Actual**	**FY25 Actual**	**FY26 Requested**	Heldenbrand	Corn	7-0	Halvorson, Oropesa, and Arnold being absent
51004332	654805	Contract-Legal Services	$ -	$ 959,844.89	$ 486,796.68	$ 500,000.00				From $1,062,244.00
		Air Center Operations Expense								
FOR THE RECORD: Councilor Arnold left the meeting at 5:07 pm and returned at 5:09 pm.										
FOR THE RECORD: Councilor Halverson joined the meeting at 8:19 pm.										
Pg 116							**1st**	**2nd**	**Voice Vote**	**Comment**
Org	**Object**	**Description**	**FY23 Actual**	**FY24 Actual**	**FY25 Actual**	**FY26 Requested**	Heldenbrand	Cavin	8-0	Oropesa, and Arnold being absent

5200	965201	Enterprise Tsfs Out Landfill	$ (1,161,914.14)	$ (1,848,378.45)	$ -	$ (388,268.00)				
		Sanitation Revenue								

Pg 119							1st	2nd	Voice Vote	Comment
Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	Heldenbrand	Cavin	8-0	Oropesa, and Arnold being absent
5201	457520	Chgs4Svc-SW Landfill Fees	$ 1,237,071.14	$ 1,280,859.85	$ 841,863.28	$ 1,281,000.00				From $2,266,112.00
5201	457530	Chgs4Svc-SW Roll Off Fees	$ 476,832.19	$ 544,816.25	$ 331,367.37	$ 544,816.00				From $614,118.00
5201	955200	Enterprise Tsfs in Sanitation	$ 1,161,914.14	$ 1,848,378.45	$ -	$ 388,268.00				From $397,854.00
		Landfill Revenue								

Pg 124							1st	2nd	Voice Vote	Comment
Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	Cortez	Moore	8-0	Oropesa, and Arnold being absent
5300	482100	Loans - NMFA	$ -	$ -	$ -	$ 4,000,000.00				From $8,000,000.00
		Water Revenue	**$ -**	**$ -**	**$ -**					

FOR THE RECORD: Councilor Heldenbrand left the meeting at 8:57 pm

Pg 128							1st	2nd	Voice Vote	Comment
Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	Cavin	Marrujo	7-0	Oropesa, Arnold and Heldenbrand being absent
5004352	521210	Full-Time Overtime	$ 2,165.06	$ 1,964.86	$ 10,812.75	$ 18,180.00				
		Water Customer Service Expense								

Pg 139							1st	2nd	Voice Vote	Comment
Org	Object	Description	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Requested	Cavin	Marrujo	7-0	Oropesa, Arnold and Heldenbrand being absent
53014355	817501	Capital Outlay-Land	$ -	$ -	$ -	$ 740,000.00				land purchase
		Waste Water Treatment Plant Expense	**$ -**	**$ -**	**$ -**					

Regular City Council Meeting
Meeting Date: 08/14/2025
COMMITTEE: N/A **CONTACT:** Amalia Martinez
CHAIR: Juliana Halvorson

Summary:
DRAFT CC Minutes July 10, 2025 (Halvorson/Martinez)

Attachments

DRAFT CC Minutes July 10, 2025

Roswell City Council
Chaves County Administrative Center
Commission Chambers - #1 St. Mary's Place
Thursday, July 10, 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 6:01 p.m. with Mayor Jennings presiding:

ROLL CALL:

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

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

APPROVAL OF THE AGENDA

1. Approval of agenda - approve the agenda for the July 10, 2025, Regular City Council Meeting.

Councilor Halvorson made a motion to approve the agenda for the July 10, 2025, Regular City Council Meeting with the following changes:

- Move Item #32 to the consent agenda:
    - The appointment of Joel Smith to the Planning & Zoning committee.
- Remove Item # 25 from the agenda, Recognition of Adrianne Vigil.
- Move Item #34, the Closed Session, to be placed before Item #30.

Councilor Cortez noted that Items #20 and #21 did not have the minutes attached.

Councilor Halvorson amended her motion to include:

- Pull Item #20 and #21 from the agenda.

Councilor Arnold was the second to approve the agenda as amended.

ROLL CALL:

Robert Corn	Yes
Darrell Johnson	Yes
Christopher Cortez	Yes

DRAFT

Juliana Halvorson	Yes
Cristina Arnold	Yes
Juan Oropesa	Yes
Ed Heldenbrand	Yes
Angela Moore	Yes
Will Cavin	Yes

Motion passed 9-1 with Councilor Marrujo being absent.

2. Approval of consent agenda - approve the consent agenda for the July 10, 2025, Regular City Council Meeting.

Councilor Halvorson made a motion to approve the agenda as amended for the July 10, 2025, City Council meeting. Councilor Johnson was the second. No objection to the approval of the consent agenda. The motion passed 9-0 with Councilor Marrujo being absent.

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

- Molly Jennings – Skate Park and
- James Edwards Yellow Ribbon Send Off Ceremony Saturday, August 9, 2025, at 1:30 P.M

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.

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.

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.

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.

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.

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.

9. Approval of increases to Roswell Municipal Landfill fees as proposed.

DRAFT

10. Approval of a budget adjustment for FY26 museum operational budget in the amount of $57,520.

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.

Resolution(s)

12. Resolution 25-28: Adoption of Resolution 25-28 pursuant to the New Mexico Open Meetings Act.

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

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.

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.

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

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)

Minutes

18. Approval of the minutes from the Regular City Council meeting on May 8, 2025.

19. Approval of the minutes from the Special City Council meeting on May 13, 2025.

20. Approval of the minutes from the Special City Council meeting on May 28, 2025. *The item was pulled at the approval of the Agenda-no attachment.*

21. Approval of the minutes from the Special City Council meeting on May 30, 2025, continued from May 28, 2025. *The item was pulled at the approval of the Agenda-no attachment*

22. Approval of the minutes from the Regular City Council meeting on June 12, 2025.

DRAFT

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) *Removed at the approval of the Agenda.*

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

27. Roswell Hispano Chamber of Commerce Annual Report FY2025

28. Employee Out-of-state Travel

29. Roswell Fire Department - Proposal for Ambulance Service

NEW BUSINESS / REGULAR ITEMS

Closed Session

34. 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.

MOTION: Councilor Halvorson made a motion that the Council go into 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. Also, 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. Councilor Corn was the second.

ROLL CALL:	Robert Corn	Yes
	Darrell Johnson	Yes
	Christopher Cortez	Yes
	Juliana Halvorson	Yes
	Cristina Arnold	Yes
	Juan Oropesa	Yes
	Ed Heldenbrand	Yes
	Angela Moore	Yes
	Will Cavin	Yes

FOR THE RECORD: Council went into closed session at 7:55 pm

DRAFT

For the record, the Council is back in open session at 8:42 pm; we had a closed session pursuant to Section 10-15-l(H) (5) and 10-15-l(H)(7) NMSA 1978; no action was taken and no votes made.

VOTE: Voice vote was unanimous.

30. Approval of Union Collective Bargaining Agreements.

BACKGROUND: Hess Yntema stated that it would include the equivalent of a 3% pay raise in real dollars and a 4% increase for those affected, with a step increase in their actual salaries. It also includes golf passes—one single pass and four memberships. This updates the step and grade scheme that applies to the fire department, as explained earlier.

MOTION: Councilor Halvorson made a motion to approve the Union Collective Bargaining Agreements for the Fire Department. Councilor Corn was the second.

ROLL CALL:	Robert Corn	Yes
	Darrell Johnson	Yes
	Christopher Cortez	Yes
	Juliana Halvorson	Yes
	Cristina Arnold	Yes
	Juan Oropesa	Yes
	Ed Heldenbrand	Yes
	Angela Moore	Yes
	Will Cavin	Yes

Motion passed 9-0 with Councilor Marrujo being absent.

31. Approval for the Roswell Air Center to purchase a new ARFF truck.

BACKGROUND: 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**.** Bobbi Thompson presented the item.

MOTION: Councilor Corn made a motion to approve the purchase of a new ARFF truck for the Roswell Air Center. Councilor Johnson was the second.

ROLL CALL:	Robert Corn	Yes
	Darrell Johnson	Yes
	Christopher Cortez	Yes
	Juliana Halvorson	Yes
	Cristina Arnold	Yes
	Juan Oropesa	Yes
	Ed Heldenbrand	Yes
	Angela Moore	Yes
	Will Cavin	Yes

DRAFT

Motion passed 9-0 with Councilor Marrujo being absent.

32. Consider approval of Mayor Jennings' recommendations of the following appointment to the Planning and Zoning Commission. Position 5: Joel Smith (1st term July 11, 2025 – March 31, 2028) *Moved to the Consent Agenda at the approval of the Agenda.*

Resolution(s)

33. Resolution 25-33: Consider adoption of Resolution 25-33 authorizing the submittal of the 2027-2031 Infrastructure Capital Improvements Plan (ICIP). Hess Yntema presented this item.

BACKGROUND: 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.

Recess

MOTION: Councilor Halvorson made a motion to approve Resolution 25-33 authorizing the submittal of the 2027-2031 Infrastructure Capital Improvements Plan (ICIP) as follows:

I move for a special rule as follows:

The Governing Body shall adopt the ICIP Resolution as follows:

1. Each member of the Council shall have up to five votes.
2. A councilor may cast no more than one vote per possible project.
3. Votes shall be cast using color-coded stickers provided by the Clerk.
4. To ensure an efficient voting process, council members will cast their votes in groups of three, with each group allocated three minutes to do so. All voting shall stop at the clerk's order.
5. The clerk shall then tally the results.
6. If there are no ties, the top five projects by vote count shall be included in the Resolution, and it will be deemed adopted.
7. In the event of a tie, a vote will be held between the tied projects. The loser(s) of the vote shall fill in the next respective spot(s). For example, if there is a tie for second place, a roll call vote will be held where each councilor chooses their top choice. The project with the most votes will be ranked second, the next third, and so on. This process may be repeated if there is a tie between more than two projects. Once five projects are selected in this manner, the Resolution will be considered adopted. This special rule requires 6 votes to pass.

Councilor Cavin was the second.

ROLL CALL:	Robert Corn	Yes
	Darrell Johnson	Yes

DRAFT

Christopher Cortez	Yes
Juliana Halvorson	Yes
Cristina Arnold	Yes
Juan Oropesa	Yes
Ed Heldenbrand	Yes
Angela Moore	Yes
Will Cavin	Yes

Motion passed 9-0 with Councilor Marrujo being absent.

FOR THE RECORD: Councilors were given 3 minutes to place the stickers on the project they were voting for.

Resolution 25-33authorizing the submittal of the 2027-2031 Infrastructure Capital Improvement Plan (ICIP).

To include the following top (s):

1. Flood Damage Repairs $50,000,000.00
2. Country Club 4-Lane Roadway $4,275,000.00
3. City Wide Drainage Study $900,000.00
4. Fire Station 2 Expansion $1,500,000.00
5. Transit Center Renovations $1,500,000.00

ADJOURNMENT

Meeting adjourned at 9:28 p.m.

Approved on this 9th day of August 14, 2025.

(City Seal)

_____
Timothy Z. Jennings, Mayor

_____
Amalia Martinez, City Clerk

DRAFT

Regular City Council Meeting
Meeting Date: 08/14/2025
COMMITTEE: N/A **CONTACT:** Amalia Martinez
CHAIR: Juliana Halvorson

Summary:
DRAFT Special CC Minutes July 23, 2025 (Halvorson/Martinez)

Attachments

DRAFT Special CC Minutes July 23, 2025

Special Meeting of the Roswell City Council
City Hall – Large Conference Room
425 N. Richardson Ave.
Thursday, July 23, 2025, at 3:00 PM

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

The meeting convened at 3:56 pm with Mayor Jennings presiding.

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

1. Approval of agenda - approve the agenda for the July 23, 2025, Special City Council Meeting.

MOTION: Councilor Halvorson made a motion to approve the agenda for the July 23, 2025, Special City Council Meeting with the following changes, pull Item #2 off the agenda

PUBLIC PARTICIPATION ON AGENDA ITEMS

CLOSED SESSION

1. Hold a closed session - pursuant to NMSA 1978, § 10-15-l(H)(5), to discuss attorney-client privileged communication relating to Utility Workers' Union of America AFL-CIO Local 51 in which the City of Roswell is or may become a participant. Also, pursuant to NMSA 1978 § 10-15-1H (8), to discuss the purchase, acquisition, or disposal of real property.

MOTION: Councilor Halvorson made a motion to go into closed session pursuant to NMSA 1978, § 10-15-l(H)(5), to discuss attorney-client privileged communication relating to Utility Workers' Union of America AFL-CIO Local 51, in which the City of Roswell is or may become a participant pursuant to NMSA 1978 § 10-15-1H (8), to discuss the purchase, acquisition, or disposal of real property. Councilor Arnold was the second.

ROLL CALL:

	Darrell Johnson	Yes
	Robert Corn	Yes
	Juan Oropesa	Yes
	Christopher Cortez	Yes

DRAFT

Cristina Arnold	Yes
Juliana Halvorson	Yes
Carlos Marrujo, Jr.	Yes

FOR THE RECORD: Council went into closed session at 4:02.

For the record, the Council is back in open session at 4:27 pm; we had a closed session pursuant to Section 10-15-l(H) (5) and 10-15-l(H)(8) NMSA 1978; no action was taken and no votes made.

VOTE: Voice vote was unanimous.

FOR THE RECORD: Councilor Arnold left the meeting at 4:29 pm.

REGULAR ITEMS

1. Approval of the Utility Workers' Union of America AFL-CIO, Local 51 agreement. Hess Yntema presented the item.

MOTION: Councilor Halvorson made a motion to approve the Utility Workers' Union of America AFL-CIO, Local 51 agreement. Councilor Oropesa was the second.

ROLL CALL:

Darrell Johnson	Yes
Robert Corn	Yes
Juan Oropesa	Yes
Christopher Cortez	Yes
Juliana Halvorson	Yes
Carlos Marrujo, Jr.	Yes

Motion passes 6-0 with Councilors Moore, Cavin, Heldenbrand and Arnold being absent.

2. The Roswell Police Department is seeking approval to proceed with the purchase and installation of a new 40-ton AC condenser unit to replace the existing York condenser located on the north side of the RPD building. The purchase will be made through Rhoads Co., and this procurement will be completed under TIPS cooperative contract #24-1001. *Item was pulled at the approval of the agenda.*

3. Approval to move monies, or a budget adjustment, from the General Fund account to the Roswell Police Department (Capital outlay vehicle account) in reference to the auction money obtained from the sale of used/unused/deadline police units for the amount of $91,581.00. Albert Aldana presented the item.

BACKGROUND: The Roswell Police Department has obtained a total of $91,581.00 over a period of time from the sale of used/unused/deadline vehicles from March 17, 2025, to July 4, 2025. The money from these used/unused/deadline vehicles came from grants, the city, or internal transfer of Roswell Police Department monies. The department is in need to purchase two (2) new

DRAFT

K9 units. At this time, we have one (1) 2025 Chevrolet Tahoe we can purchase for $55,330.00 from Melloy in Las Lunas, NM

MOTION: Councilor Corn move approve the budget adjustment, for the Roswell Police Department in reference to the auction money obtained from the sale to purchase a K-9 unit. Councilor Halvorson was the second.

ROLL CALL:

Darrell Johnson	Yes
Robert Corn	Yes
Juan Oropesa	Yes
Christopher Cortez	Yes
Juliana Halvorson	Yes
Carlos Marrujo, Jr.	Yes

Motion passes 6-0 with Councilors Moore, Cavin, Heldenbrand and Arnold being absent.

4. Resolution 25-34 approval of Resolution 25-34 approving a budget adjustment for the fiscal year ending June 30, 2026. Toni Gomez presented this item

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

MOTION: Councilor Corn made a motion to approve the budget adjustment as amended in the Finance Committee on July 23, 2025. The amended amount was $1,706,814.00 which include Police, Museum and Air Center. Councilor Marrujo was the second

ROLL CALL:

Darrell Johnson	Yes
Robert Corn	Yes
Juan Oropesa	Yes
Christopher Cortez	Yes
Juliana Halvorson	Yes
Carlos Marrujo, Jr.	Yes

Motion passes 6-0 with Councilors Moore, Cavin, Heldenbrand and Arnold being absent.

5. Resolution 25-35 approval of Resolution 25-35 for the year-end budget adjustments for the fiscal year ending June 30, 2025. Toni Gomez presented this item.

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

DRAFT

MOTION: Councilor Corn made a motion to approve Resolution 25-35 approving the year-end-budget adjustments for the fiscal year ending June 30, 2025 as amended in the Finance Committee meeting on July 23, 2025. The amended amounts for the Revenues were $11,173,444.79; Expenses $31,032.89. Councilor Marrujo was the second.

ROLL CALL:

Darrell Johnson	Yes
Robert Corn	Yes
Juan Oropesa	Yes
Christopher Cortez	Yes
Juliana Halvorson	Yes
Carlos Marrujo, Jr.	Yes

Motion passes 6-0 with Councilors Moore, Cavin, Heldenbrand and Arnold being absent.

6. Resolution 25-36 approval of Resolution 25-36 for the Final (4th) Quarter Financial Report for the Fiscal Year Ending June 30, 2025. Toni Gomez presented this item.

BACKGROUND: The State of New Mexico Department of Finance and Administration (DFA) requires that the Final (4th) Quarter Financial Report for the fiscal year ending June 30, 2025, be approved by the governing body.

MOTION: Councilor Corn made a motion to approve Resolution 25-26. Councilor Halvorson was the second.

ROLL CALL:

Darrell Johnson	Yes
Robert Corn	Yes
Juan Oropesa	Yes
Christopher Cortez	Yes
Juliana Halvorson	Yes
Carlos Marrujo, Jr.	Yes

Motion passes 6-0 with Councilors Moore, Cavin, Heldenbrand and Arnold being absent.

7. Resolution 25:37 Approval of Resolution 25:37 for the Final Budget for the City of Roswell for Fiscal Year 2025-2026 and authorization for submission to the New Mexico Department of Finance and Administration – Local Government Division (DFA-LGD). Toni Gomez presented this item.

BACKGROUND: The City of Roswell is required under NMSA 1978, Section 6-6-6, to submit a balanced final budget to DFA-LGD no later than July 31 of each year. The final budget reflects updated revenue projections, expenditure adjustments, and all known obligations, including any changes since the preliminary budget was adopted**.**

DRAFT

MOTION: Councilor Corn made a motion to adopt Resolution 25-37 Final Budget for Fiscal Year 2025-2026. Councilor Cortez was the second.

After much discussion, Councilor Corn voted "no" at the Finance Committee meeting and was not going to vote "for" it because there were many changes and amendments through out the process. Councilor Arnold was called to come back to the meeting in order to have the members needed to pass a resolution.

FOR THE RECORD: Councilor Arnold joined the meeting at 4:51 pm.

ROLL CALL:

Darrell Johnson	Yes
Robert Corn	No
Juan Oropesa	Yes
Christopher Cortez	Yes
Cristina Arnold	Yes
Juliana Halvorson	Yes
Carlos Marrujo, Jr.	Yes

Motion passes 6-1 with Councilors Moore, Cavin, and Heldenbrand being absent. Councilor Corn voted no.

ADJOURNMENT

CITY MANAGER REPORTS/ANNOUNCEMENTS
(Informational Only)

ADJOURNMENT

Meeting adjourned at 5:17 p.m.

Approved on this 14th day of August 2025.

(City Seal)

_____
Timothy Z. Jennings, Mayor

_____
Amalia Martinez, City Clerk

DRAFT

Regular City Council Meeting 44.
Meeting Date: 08/14/2025
COMMITTEE: N/A
CONTACT: Hessel Yntema **CHAIR:** N/A

ACTION REQUESTED:
Employee Out-of-state Travel (Halvorson/Martinez)

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

Museum Out-of-State Travel
Rife Department Out-of-State Travel

Roswell Museum

MEMORANDUM

To: Amalia Martinez, City Clerk
Cc: Angela Garcia, Deputy City Clerk
From: Caroline Brooks, Museum Director
Re: Out-of-State Travel for Aaron Wilder
Date: August 4, 2025

Out-of-state travel for Curator of Collections and Exhibitions Aaron Wilder to attend the Association of Tribal Archives, Libraries, and Museums Conference for guidance on federal NAGPRA compliance (Native American Graves Protection and Repatriation Act) for Native American artifacts in the museum's collection holdings.

Trip Summary:

- Destination: Cherokee, North Carolina
- Purpose: To attend the Association of Tribal Archives, Libraries, and Museums Conference for guidance on federal NAGPRA compliance
- Departure: Monday, October 6
- Return trip: Friday, October 10
- Return to Work Site: Monday, October 13
- Travel expenses are being covered by the Roswell Museum and Art Center Foundation

MEMORANDUM
City of Roswell

To: CITY COUNCIL MEMBERS

From: Fernando Garcia, Fire Department Training Division Chief

Date: July 24, 2025

Subject: Out-of-State travel for Fire Department

Employees: Lieutenant Ray Reta

Dates: August 12th – August 24th

Location: SERTC Facility in Pueblo, CO

Purpose: HazMat/WMD Technician for Surface Transportation (HWMDTST) PER-293 DHS-FEMA

Regular City Council Meeting 45.
Meeting Date: 08/14/2025
COMMITTEE: Planning & Zoning
CONTACT: Merideth Hildreth **CHAIR:** Juliana Halvorson

ACTION REQUESTED:
Zoning Case 25-0063 CANN - Consider approval and conduct a public hearing on Retail Cannabis Zoning Case CANN-25-0063 (Closed session possible). (Halvorson/Hildreth)

BACKGROUND:
Initiated by Merideth Hildreth, AICP, Planning & Zoning Administrator

Request for a Variance to Distance from Residential District, Zone Change to CCAN (Commercial Cannabis), and Conditional Use Permit to operate a Retail Cannabis Establishment in the C-2 Zoning District at 3107 N Main Street, Unit B.

CHAPTER 27 - CANNABIS SEC. 27-33. CITY COUNCIL DETERMINATION.
(a) Upon recommendation or disapproval of a zoning request, the council shall hold a public hearing at its next regular meeting after the notice provisions of this section have been met, in order to approve or deny the zoning request.
(d) At the public hearing, the council shall consider the recommendations of the department, the commission, testimony of the applicant and any affected parties, and the comments of the public. Upon completion of the hearing, the council shall vote whether to approve or deny the zoning request. The council may set such reasonable conditions or amendments upon its approval as it may judge appropriate, considering the circumstances. The council's determination shall be based solely on the following criteria: (1) Whether the proposed location meets all of the time, place, and manner restrictions of this chapter and otherwise is not in violation of any city ordinance. (2) Whether the applicant is eligible under state law to operate a cannabis establishment. (3) Whether the particular location would be detrimental to the public health, safety, and welfare of the citizens of the city.

FINANCIAL CONSIDERATION
No financial consideration at this time.

LEGAL REVIEW:
No legal review required at this time.

BOARD AND COMMITTEE ACTION:
Planning & Zoning Commission recommended denial (4-1) of Zoning Case CANN-25-0063 at their meeting on July 1, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

CANN-25-0063 EXHIBIT A-I
July 1, 2025 P&Z Minutes
CANN-25-0063 EXHIBITS FOR CC 2025-08-14

ROSWELL
Community Development

CITY OF ROSWELL
CANNABIS APPLICATION

PO Box 1838 · Roswell, NM 88202-1838
Phone: (575) 637-6280 · ROSWELL-NM.GOV

Please review Chapter 27 of the City of Roswell Ordinances before applying for a cannabis business license.
https://library.municode.com/nm/roswell/codes/code_of_ordinances?nodeId=COOR_CH27CA

Property Owner's Name: KSBL Enterprises LLC **Email:** ksblentsllc@gmail.com

Phone: **Address:** PO Box 757 Roswell, NM 8201

Agent's Name: Dwayne Baird **Email:** admin@jandjinc.net

Phone: 970-946-8537 **Address:** PO Box 5843 Pagosa Springs, CO 81147

Physical Address: 3107 N Main St Roswell NM 88201

Full Legal Description of Proposed Location:

UPC 4136059017106000000 BK 384 PG 1141 WD

LOT 4 N 150' S 351' E 220' W 240' BLK 21 LEGAL SD 10 AREA NE03 ZONE C2

Please check the applicable application type(s):

☑ Conditional Use Permit (CUP) ☑ Change of Zone ☑ Variance

By signing this document, I acknowledge that I have read and fully understand the conditions of Chapter 27 of the City of Roswell Ordinances. I also acknowledge that I have been informed of the dates, times and locations of the meetings for the Planning and Zoning Commission and City Council and that I and/or my agent shall attend the meetings in order to fulfill the requirements of this application.

Property Owner Signature — Date: 6-21-25

Agent's Signature — Date: 6/1/25

FOR OFFICIAL USE ONLY

P & Z Case #: CANN-25-0063 **Date:** JULY 1, 2025

Flood Zone: X **Current Zoning District:** C-2

Comprehensive Master Plan General Development Plan: ☐ Residential ☒ Commercial ☐ Industrial ☐ Park & Open Space ☐ RS Overflight

Quadrant of the city: ☐ NW ☒ NE ☐ SW ☐ SE

All documentation and fees shall be required at the time this application is submitted, unless otherwise noted by Planning and Zoning staff. **Application fees are NON-REFUNDABLE.**

Revised 11/4/24

EXHIBIT B

STAFF SUMMARY FOR CASE: CANN-25-0063
REQUEST FOR VARIANCE, ZONE CHANGE, AND CONDITIONAL USE PERMIT TO OPERATE A RETAIL CANNABIS ESTABLISHMENT

Roswell Planning & Zoning Commission
Tuesday, July 1, 2025
Roswell Development Services Conference Room
500 North Main Street, Suite 100 (SunWest Centre)
Roswell, NM 88201

CASE CANN-25-0063: Request for approval of a Variance to residential distance requirements, Zone Change to CCAN, and Conditional Use Permit to operate an adult use retail cannabis establishment located at 3107 N Main Street Unit B, in the C-2 Community Commercial Zoning District.

I. Property Under Consideration:

Property Address: 3107 N Main Street
Legal Description: Legal Summary Subd: BERRENDO IRRIGATED FARMS Block: 21 Lot: 4 N 150' S 351' E 220' W 240' Quarter: NW S: 21 T: 10S R: 24E BK: 384 PG: 1141 WD
Property Owner: KSBL ENTERPRISES LLC
Applicant: Animacann Inc dba The Greenhouse of Roswell

II. Site Data:

Site Area: 1,622 sf Tenant Space in a 4,793 sf Building on a 3,300 sf lot
UPC(s): 4-136-059-017-106-000000
Existing Land Use: Commercial Structure
Proposed Land Use: Facility to dispense adult-use retail cannabis
Existing Zoning: Community Commercial District C-2

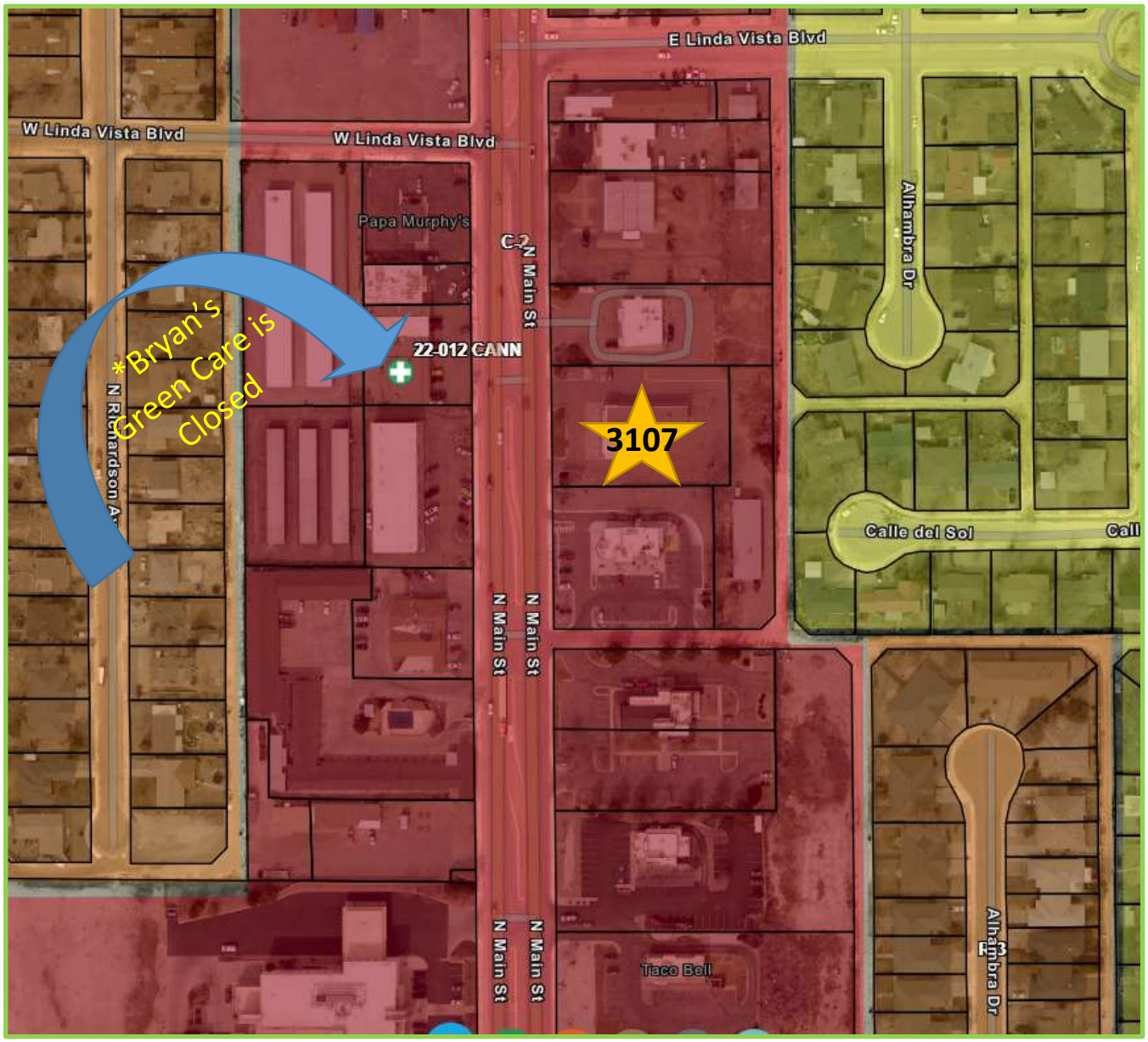
Table 1: Existing Land Use and Zoning adjacent to the property under consideration

Direction:	Land Use:	Zoning:
North	The Ivory Brunch House / Restaurant	C-2
South	Blakes / Restaurant	C-2
West	Strip Commercial / Retail	C-2
East	Commercial Property with Building	C-2

EXHIBIT B

STAFF SUMMARY FOR CASE: CANN-25-0063
REQUEST FOR VARIANCE, ZONE CHANGE, AND CONDITIONAL USE PERMIT TO OPERATE A RETAIL CANNABIS ESTABLISHMENT

Zoning Map on Chaves County Assessor Map for Zoning Case CANN-25-0063



***Bryan's Green Care is permanently closed – See information and photos below.**

EXHIBIT B

STAFF SUMMARY FOR CASE: CANN-25-0063
REQUEST FOR VARIANCE, ZONE CHANGE, AND CONDITIONAL USE PERMIT TO OPERATE A RETAIL CANNABIS ESTABLISHMENT

III. Intent of Petition:

Applicant Animacann Inc., dba The Green House Roswell requests approval of a Variance to residential distance requirements, Zone Change to CCAN (Commercial Cannabis floating zone), and Conditional Use Permit to operate an adult use retail cannabis establishment at 3107 N Main Street Unit B.

IV. Planning & Zoning Commission Considerations from Staff Review:

A. Background Information

1. Applicant is requesting approval of Zoning Case CANN-25-0063 to operate an adult-use retail cannabis at 3107 N Main Street, Suite B, in a 1,662 square foot tenant space in the existing commercial building constructed in 1961 according to Chaves County Assessor information.

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

3. The property under consideration has ample existing paved parking.

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



Staff Photo of Commercial Building at 3107 N Main Street 5/22/2025.

EXHIBIT B

STAFF SUMMARY FOR CASE: CANN-25-0063
REQUEST FOR VARIANCE, ZONE CHANGE, AND CONDITIONAL USE PERMIT TO OPERATE A RETAIL CANNABIS ESTABLISHMENT



Image Date 12/24 Google Earth Photo looking east toward Commercial Building at 3107 N Main Street showing Blake's Lotaburger adjacent to the south and The Ivory Brunch House adjacent to the north.



Image Date 12/24 Google Earth Photo looking north along Main Street toward Commercial Building at 3107 N Main Street showing building within context of the Main Street Commercial Corridor.

B. <u>Land Use and Zoning Considerations</u>

1. The property under consideration is located in the North Main Street commercial corridor and adjacent to properties zoned C-2 Community Commercial on the north, east, and south sides. Properties zoned C-2 are located directly across Main Street on the west side.

2. A residential subdivision (Linda Vista Estates) is located approximately 80' east of the property under consideration's property line (54.70' commercial lot plus 25'wide alley) to the back fences of the two closest residentially zoned properties with single-family dwellings zoned R-1.

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

   Sec. 27-62. - Establishment of CCAN zoning designation.
   (a) *Purpose.*
   (1) The CCAN zoning designation is intended to provide for a variety of commercial and retail cannabis establishments, including on-site consumption of cannabis products.
   (2) Because of the potential for heavy traffic generating characteristics, potential ability to operate 24 hours per day, and potentially detrimental appearance and performance, the CCAN zoning designation is only applicable to properties currently zoned C-2 (Community Commercial), with further restrictions on locations pursuant to sections 27-64 (Prohibited Districts) and 27-65 (Prohibited Locations and Activities) of this chapter.

4. Section 27-65 of the Municipal Code specifies Cannabis-related business be located a minimum quarter mile 1,320 feet distance from each other (see code text below IV.C.1). The business under consideration at 3107 N Main Street meets this minimum distance requirement and measures approximately 4,200 feet from R Greenleaf at 4311 N Main Street, approximately 2,290' feet from GNOMAD at 3606 N Main Street in Starlight Plaza, and approximately 2,360' from UltraHealth at 2800 N Main Street in Adobe Plaza. These are the nearest active Retail Cannabis establishments to the property under consideration.

5. Bryan's Green Care located across the street at 3108 N Main Street has permanently closed. See Staff Photos below of signage indicating the business closed and the tenant space was for lease at the time these photos were taken.

EXHIBIT B

STAFF SUMMARY FOR CASE: CANN-25-0063
REQUEST FOR VARIANCE, ZONE CHANGE, AND CONDITIONAL USE PERMIT TO OPERATE A RETAIL CANNABIS ESTABLISHMENT



Staff Photos showing the closure of Byran's Green Care that was located at 3108 N Main Street 5/22/2025.

C. <u>Variance Request</u>

1. The property under consideration is within 300 feet of Linda Vista residential subdivision zoned R-1 and R-3 Residential (See Zoning Map on page 2 above).

2. A variance is requested to the 300' distance requirements to Residential Zoning Districts as stipulated in Chapter 27 of the Municipal Code that states:
   Sec. 27-65. - Prohibited locations and activities.
   (a) To protect the health, safety and welfare of the community's most vulnerable populations, particularly children, seniors, and individuals who struggle with neurochemical dependencies, no cannabis-related businesses shall be permitted:

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

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

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

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

1. Retail cannabis establishments are required to obtain a zone change to the CCANN Commercial Cannabis floating zone per City Ordinance Chapter 27 – Cannabis as follows:
   Sec. 27-61. Introduction, purpose, and intent.

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

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

EXHIBIT B

STAFF SUMMARY FOR CASE: CANN-25-0063
REQUEST FOR VARIANCE, ZONE CHANGE, AND CONDITIONAL USE PERMIT TO OPERATE A RETAIL CANNABIS ESTABLISHMENT

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

1. Retail cannabis establishments are required to obtain a Conditional Use Permit per City Ordinance Chapter 27 – Cannabis as follows:
   Sec. 27-67. Conditional use permit application requirements.
   (a) *Conditional use permit (CUP).* A conditional use permit allows property owners to utilize their properties for uses not listed as being permitted or allowable by right under the site's current zoning designation. To receive a conditional use permit in order to utilize property for use under specific conditions, applicants must adhere to the city's list of conditional uses for cannabis-related business activities (section 27-62(b) and section 27-63(b). Conditional use permits for cannabis-related businesses correspond to the facility's location. These permits are applicable at the designated site of the cannabis-related business and cannot be transferred if the business chooses to change locations within the city.

2. See Appendix F for Draft Conditions of Approval.

3. See Appendices G and H for Applicant's supporting documentation.

F. <u>Draft Conditions of Approval for Zoning Case CANN-25-0063</u>

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

G. <u>Applicant Documents</u>

The applicant provided the following documents that are included in the exhibits for this Zoning Case CANN-25-0063.

1. Exhibit G: Animacann Inc., State of New Mexico Cannabis Retailer License
2. Exhibit H: The Green House Roswell Dispensary Business Plan

EXHIBIT B

STAFF SUMMARY FOR CASE: CANN-25-0063
REQUEST FOR VARIANCE, ZONE CHANGE, AND CONDITIONAL USE PERMIT TO OPERATE A RETAIL CANNABIS ESTABLISHMENT

V. Legal Standards:

The legal standard for a zoning variance in New Mexico requires the applicant to demonstrate "unnecessary hardship." This involves showing that the parcel in question is distinguishable from other properties subject to the same zoning restrictions and that the requested variance is appropriate (Downtown Neighborhoods Ass'n v. City of Albuquerque, 109 N.M. 186 (1989)). Additionally, the body considering the variance must determine whether the condition or use of the property makes it "exceptional" in the sense that the application of zoning restrictions affects the property more harshly than other properties under the ordinance, thereby creating a particular hardship that deprives the owner of a reasonable return (Downtown Neighborhoods Ass'n v. City of Albuquerque, 109 N.M. 186 (1989)).

The ultimate question in determining whether to grant a variance is whether the applicant has shown "unnecessary hardship." This requires the body considering the variance to determine if the parcel is distinguishable from other properties subject to the same zoning restrictions and whether the requested variance is appropriate (Downtown Neighborhoods Ass'n v. City of Albuquerque, 109 N.M. 186 (1989)). For cannabis establishments, the local jurisdiction's authority to set distance requirements and the general standards for variances apply. An applicant seeking a variance to residential distance requirements would need to demonstrate that strict application of the distance requirement would create an extraordinary hardship due to unique circumstances. The applicant would also need to show that the variance is necessary to overcome these difficulties, does not significantly interfere with the enjoyment of other land, and is consistent with the spirit of the ordinance and public interest (Downtown Neighborhoods Ass'n v. City of Albuquerque, 109 N.M. 186 (1989)). In summary, the legal standard for a variance to residential distance requirements for a cannabis establishment in New Mexico involves demonstrating extraordinary hardship due to unique circumstances and ensuring that the variance is consistent with local zoning rules and the general public interest.

The city council, when ruling on an appeal from the grant of a zoning variance, must determine that the condition or use of the property makes it "exceptional." This means that the application of zoning restrictions affects the property more harshly than other properties under the ordinance, creating a particular hardship that deprives the owner of a reasonable return. The effect on the parcel must be exceptionally harsh in comparison to other properties, although the parcel need not be the only property so affected (Downtown Neighborhoods Ass'n v. City of Albuquerque, 109 N.M. 186 (1989)).

VI. Findings of Fact (Conclusions of Law):

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

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

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

4. As of the time of this writing, the Planning & Zoning Office has received one (1) written protest (See Exhibit I), zero (0) verbal protests, and zero (0) inquiries.

5. The property under consideration is currently within the jurisdiction of the City of Roswell, New Mexico.

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

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



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

VII. <u>Action by the Planning & Zoning Commission</u>:

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

Sec. 27-32. - Commission review.

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

EXHIBIT B

STAFF SUMMARY FOR CASE: CANN-25-0063
REQUEST FOR VARIANCE, ZONE CHANGE, AND CONDITIONAL USE PERMIT TO OPERATE A RETAIL CANNABIS ESTABLISHMENT

2. It is requested that the Planning and Zoning Commission hold a public hearing, then make a motion to recommend to the City Council ***(for approval or denial or no recommendation)*** **of Zoning Case CANN-25-0063 with Conditions of Approval specified in Exhibit F**.

EXHIBIT C.1: LETTER NOTIFYING SURROUNDING PROPERTY OWNERS OF ZONING CASE CANN-25-0063

LETTER SENT VIA CERTIFIED MAIL ON JUNE 17, 2025 TO SURROUNDING PROPERTY OWNERS

ROSWELL
Community Development

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

RE: PUBLIC HEARING NOTICE for ZONING CASE CANN 25-0063

Dear Property Owner:
You have received this notice via certified mail because Chaves County Assessor information indicates you are a property owner of record within **300** feet of **City of Roswell Planning & Zoning Case CANN 25-0063.** This notice informs you of an upcoming public hearing before the City of Roswell Planning and Zoning Commission regarding a Zoning Case for the following property.

DESCRIPTION OF ZONING APPLICATION REQUEST:
CASE CANN 25-0063 Request for approval of a Variance to residential distance requirements, Zone Change to CCAN, and Conditional Use Permit to operate an adult use retail cannabis establishment.

PROPERTY OWNER:	KSBL ENTERPRISES LLC
APPLICANT:	Animacann Inc dba The Greenhouse
PROPERTY LOCATION:	3107 N Main Street
LEGAL DESCRIPTION:	Subd: BERRENDO IRRIGATED FARMS Block: 21 Lot: 4 N 150' S 351' E 220' W 240' Quarter: NW S: 21 T: 10S R: 24E BK: 384 PG: 1141 WD

The City of Roswell Planning and Zoning Commission will hear public comments on the above zoning cases on Date: TUESDAY, JULY 1, 2025 at 6:00 p.m. in the Roswell Development Services Conference Room at the Sun West Centre Office Complex, located at 500 North Main Street, Suite 100. You are entitled, although not obligated, to comment either in writing to our office, in person, or online at the hearing.

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

The **information packet** for these zoning cases will be available no later than 5:00 p.m., on **Friday, JUNE 27, 2025,** and may be viewed at https://www.roswell-nm.gov/489/Planning-Zoning-Commission. You may inspect the information packet in detail by calling 575.637.6294 for an appointment at the Planning & Zoning Division in the Roswell Development Services Office at 500 N Main Street, Suite 100. You may obtain copies of the information packet at a cost of 35 cents per sheet. The City's Zoning Ordinance is available online at: https://library.municode.com/nm/roswell/codes/code_of_ordinances?nodeId=COOR_APXAZO

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

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

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

Respectfully,

Merideth Hildreth

Merideth Hildreth, AICP
Planning & Zoning Administrator

Esperanza DeLeon

Esperanza DeLeon
Planner II

(Area of Notification Map attached)

ANEXO C.2: CANN-25-0063 CARTA DE NOTIFICANDO A LOS PROPIETARIOS DE LOS ALREDEDORES

CARTA ENVIADA POR CORREO CERTIFICADO EL 17 DE JUNIO DE 2025 A LOS PROPIETARIOS DE LOS ALREDEDORES

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

RE: AVISO DE AUDIENCIA PÚBLICA para el CASO DE ZONIFICACIÓN CANN-25-0063

Estimado propietario:
Usted ha recibido este aviso por correo certificado porque el condado de Chaves Asesor, la información indica que usted es un propietario registrado dentro **de los 300** pies del **Caso de Planificación y Zonificación de la Ciudad de Roswell CANN-25-0063.** Este aviso le informa del la próxima audiencia pública ante la Comisión de Planificación y Zonificación de la Ciudad de Roswell con respecto a un caso de zonificación para la siguiente propiedad.

DESCRIPCIÓN DE LA SOLICITUD DE ZONIFICACIÓN:
CASO CANN-25-0063 Solicitar el cambio de Zona a CCAN (Cannabis Comercial) y Permiso de Uso Condicional para operar un establecimiento minorista de cannabis para uso adulto.
PROPIETARIO: KSBL ENTERPRISES LLC
SOLICITANTE: Animacann Inc dba The Greenhouse
UBICACIÓN DE LA PROPIEDAD: 3107 N Main Street
DESCRIPCIÓN LEGAL: Subd: BERRENDO IRRIGATED FARMS Block: 21 Lot: 4 N 150' S 351' E 220' W 240' Quarter: NW S: 21 T: 10S R: 24E BK: 384 PG: 1141 WD

La Comisión de Planificación y Zonificación de la Ciudad de Roswell escuchará los comentarios del público sobre el caso de zonificación. Fecha: MARTES 1 de JULIO de 2025 a las 6:00 p.m. en la Sala de Conferencias de Roswell Development Services umbicada en 500 N Main Street, Suite 100 en el Complejo de las Oficinas de Sun West Centre. Usted tiene derecho, aunque no este obligado(a), a comentar por escrito a nuestra oficina, en persona o en línea en la audiencia.

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

ANEXO C.2: CANN-25-0063
CARTA DE NOTIFICANDO A LOS PROPIETARIOS DE LOS ALREDEDORES

El **paquete** de información para estos casos de zonificación estará disponible a más tardar a las 5:00 p.m., el **viernes 27 de junio de 2025,** y se puede ver en https://www.roswell-nm.gov/489/Planning-Zoning-Commission. Puede inspeccionar el paquete de información en detalle llamando al 575.637.6294 para una cita en la División de Planificación y Zonificación en la Oficina de Servicios de Desarrollo de Roswell en 500 N Main Street, Suite 100. Puede obtener copias del paquete de información a un costo de 35 centavos por hoja.

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

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

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

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

Respetuosamente

Merideth Hildreth

Merideth Hildreth, AICP
Planning & Zoning Administrator

Esperanza DeLeon

Esperanza DeLeon
Planner II

(Área de Mapa de Notificación adjunta)

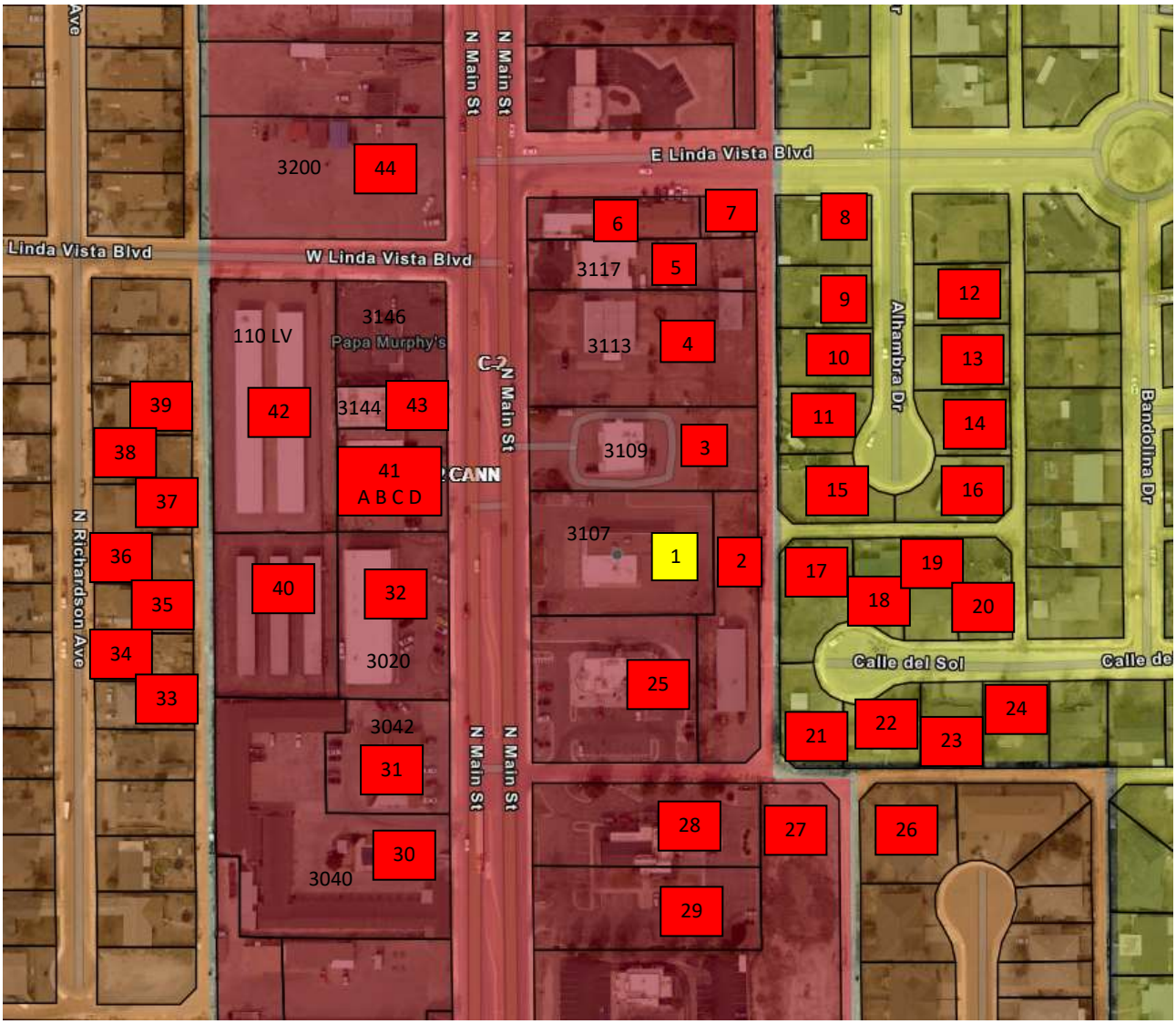
EXHIBIT D: CASE CANN-25-0063
3107 N Main Street – The Green House Roswell

Request a Variance to Distance from Residential District, Zone Change to CCAN (Commercial Cannabis), and Conditional Use Permit to Operate an Adult Use Retail Cannabis Establishment

Solicitar una variación a la distancia desde el distrito residencial, un cambio de zona a CCAN (Cannabis comercial) y un permiso de Uso Condicional para operar un establecimiento minorista de cannabis para uso adulto

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

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



1 **PROPERTY UNDER CONSIDERATION – 3107 N Main Street Unit B**

NOTIFICATION LETTERS SENT TO PROPERTY OWNERS IN NOTIFICATION AREA

EXHIBIT E: CANN–25-0063 NOTIFICATION AREA ADDRESSES

1
KSBL ENTERPRICES LLC
3107 N Main St
ROSWELL NM 88201

KSBL ENTERPRICES LLC
PO BOX 757
ROSWELL NM 88202-0757

THE GREENHOUSE ROSWELL
3107 N MAIN ST UNIT B
ROSWELL NM 88201

2
LESTER CORBELL & VERONICA CORBELL
OR CURRENT PROPERTY OWNER
3015 N MAIN ST
ROSWELL NM 88201

LESTER CORBELL & VERONICA CORBELL
21 LAFAYETTE LP
ROSWELL NM 88201

3
GARCIA INVESTMENT PROPERTIES LLC
OR CURRENT PROPERTY OWNER
3109 N MAIN ST
ROSWELL NM 88201

GARCIA INVESTMENT PROPERTIES LLC
402 SAUCEDO AVE
ROSWELL NM 88203

4
LUIS R GARCIA & MARIA GARCIA
OR CURRENT PROPERTY OWNER
3113 N MAIN ST
ROSWELL NM 88201

LUIS R GARCIA & MARIA GARCIA
402 S SUCEDO AVE

ROSWELL NM 88201

5
PVT NETWORKS INC
3117 N MAIN ST
ROSWELL NM 88201

PVT NETWORKS
4011 W MAIN ST
ARTESIA NM 88210

6
SWS FAMILY LLC
100 E LINDA VISTA BLVD
ROSWELL NM 88201

SWS FAMILY LLC
106 E LINDA VISTA BLVD STE 101
ROSWELL NM 88201

7
KIMBERLY PERRY
108 E LINDA VISTA BLVD
ROSWELL NM 88201

KIMBERLY PERRY
1313 N PENNSYLVANIA AVE
ROSWELL NM 88201

8
JOHN BELL & PHYLLIS J BELL
3108 ALHAMBRA DR
ROSWELL NM 88201

9
LESLEA TIVIS; JIMMY & KATHY TIVIS
3106 ALHAMBRA DR
ROSWELL NM 88201

10
MARTIN E SALAS

EXHIBIT E: CANN–25-0063 NOTIFICATION AREA ADDRESSES

3104 ALHAMBRA DR
ROSWELL NM 88201

11
ROBERT DOMINGUEZ
RAMONA A DOMINGUEZ
3102 ALHAMBRA DR
ROSWELL NM 88201

ROBERT DOMINGUEZ
RAMONA A DOMINGUEZ
3102 ALHAMBRA DR
ROSWELL NM 88201

12
CHRISTOPHER GRIEGO & ROSA GRIEGO
3107 ALHAMBRA DR
ROSWELL NM 88201

13
LUPE JR LEYBA
3105 ALHAMBRA DR
ROSWELL NM 88201

14
WILLIAM KINCAID & SHANNON KINCAID
3103 ALHAMBRA DR
ROSWELL NM 88201

15
JUSTIN BONDS
OR CURRENT PROPERTY OWNER
3100 ALHAMBRA DR
ROSWELL NM 88201

JUSTIN BONDS
4681 RIMROCK DR
ROSWELL NM 88201

16
LINDA G CASSIDY
OR CURRENT PROPERTY OWNER

EXHIBIT E: CANN–25-0063 NOTIFICATION AREA ADDRESSES

3101 ALHAMBRA DR
ROSWELL NM 88201

17
FRANK ESPINOZA & GLORIA ESPINOZA
101 CALLE DEL SOL
ROSWELL NM 88201

18
JEORGE V BELTRAN & CHARITY J BELTRAN
OR CURRENT PROPERTY OWNER
103 CALLE DEL SOL
ROSWELL NM 88201

JEORGE V BELTRAN & CHARITY J BELTRAN
6833 HEDGEWOOD DR
SACRAMENTO CA 95842

19
JONATHAN R GRANDI & EMILY A GRANDI
105 CALLE DEL SOL
ROSWELL NM 88201

20
CELESTE M ZAMORA
107 CALLE DEL SOL
ROSWELL NM 88201

21
MARK MASLIAN & DEMVIA MASLIN
100 CALLE DEL SOL
ROSWELL NM 88201

22
LESA DODD
102 CALLE DEL SOL
ROSWELL NM 88201

23
CHAD SANTOS
OR CURRENT PROPERTY OWNER
104 CALLE DEL SOL
ROSWELL NM 88201

CHAD SANTOS
20308 BLOSS AVE
HILMAR CA 95324

24
MARLYN GILBERT
106 CALLE DEL SOL
ROSWELL NM 88201

25
SLEEPING INDIAN INVESTMENTS LLC
OR CURRENT PROPERTY OWNER
3017 N MAIN ST
ROSWELL NM 88201

SLEEPING INDIAN INVESTMENTS LLC
3205 RICHMOND DR NE
ALBUQUERQUE NM 87107

26
ORLANDO S GUTIERREZ
OR CURRENT PROPERTY OWNER
3020 ALHAMBRA DR
ROSWELL NM 88201

ORLANDO S GUTIERREZ
2105 E 2ND ST
ROSWELL NM 88201

27
SWEET CRASH LLC
OR CURRENT PROPERTY OWNER
3009 N MAIN ST
ROSWELL NM 88201

SWEET CRASH LLC
131 N ROADRUNNER PARKWAY
LAS CRUCES NM 88011

28, 29
GARY FULTHEIM BROWN MARITAL TRUST
JUDITH L BROWN TRUSTEE
3013 N MAIN ST
ROSWELL NM 88201

GARY FULTHEIM BROWN MARITAL TRUST
JUDITH L BROWN TRUSEE
3064 BROADWAY
LONG BEACH CA 90803

30
247 MANAGEMENT LLC
OR CURRENT PROPERTY OWNER
3010 N MAIN ST
ROSWELL NM 88201

EXHIBIT E: CANN–25-0063 NOTIFICATION AREA ADDRESSES

31
WALID A ABDEL -AZIZ
JOUMANA GHAZI KADDOURA
OR CURRENT PROPERTY OWNER
3012 N MAIN ST
ROSWELL NM 88201

WALID A ABDEL -AZIZ
JOUMANA GHAZI KADDOURA
607 E COUNTRY CLUB
ROSWELL NM 88201

32
ABERDEEN PROPERTIES LLC
3020 N MAIN ST
ROSWELL NM 88201

ABERDEEN PROPERTIES LLC
P.O BOX 3135
ROSWELL NM 88202

33
JOSHUA A CALVERT
3103 N RICHARDSON AVE
ROSWELL NM 88201

34
FAWNA L HENDRICKS
3105 N RICHARDSON AVE
ROSWELL NM 88201

35
CHRISTOPHER WILCOX & JENNIFER L WILCOX
OR THE CURRENT PROPERTY OWNER
3107 N RICHARDSON AVE
ROSWELL NM 88201

CHRISTOPHER WILCOX & JENNIFER L WILCOX
2503 N SYCAMORE AVE

ROSWELL NM 88201

36
DWIGHT PAUL PIRTLE & DENISE PIRTLE
OR THE CURRENT PROPERTY OWNER
3109 N RICHARDSON AVE
ROSWELL NM 88201

DWIGHT PAUL PIRTLE & DENISE PIRTLE
6793 CHEROKEE RD
DEXTER NM 88230

37
OJEDA MAGNO MORENO & KENIA ARLETTE
3111 N RICHARDSON AVE
ROSWELL NM 88201

38
JOSUE ROSARIO
3113 N RICHARDSON AVE
ROSWELL NM 88201

39
RITA MELENA & ALEJANDRO CORTEZ
3115 N RICHARDSON AVE
ROSWELL NM 88201

40, 42
GOODMAN MANAGEMENT LLC
S&D REAL ESTATE LLC
7608 CROUCH CT
SANTA FE NM 87507

40
GOODMAN MANAGEMENT LLC
S&D REAL ESTATE LLC
3020 N MAIN ST
ROSWELL NM 88201

41 (Shopping Plaza)
BUTT MCLEAN REVOCABLE FAMILY TRUST
DONALD GREGORY & BARBARA KAY MCLEAN TTEES
509 W ALAMEDA ST
ROSWELL NM 88203

41A
BUTT MCLEAN REVOCABLE FAMILY TRUST
OR CURRENT BUSINESS OWNER
3106 N MAIN ST
ROSWELL NM 88201

41B
BUTT MCLEAN REVOCABLE FAMILY TRUST
OR CURRENT BUSINESS OWNER
3108 N MAIN ST
ROSWELL NM 88201

41C
BUTT MCLEAN REVOCABLE FAMILY TRUST
OR CURRENT BUSINESS OWNER
3110 N MAIN ST
ROSWELL NM 88201

41D
BUTT MCLEAN REVOCABLE FAMILY TRUST
OR CURRENT BUSINESS OWNER
3112 N MAIN ST
ROSWELL NM 88201

42
GOODMAN MANAGEMENT LLC
S&D REAL ESTATE LLC
110 W LINDA VISTA BLVD
ROSWELL NM 88201

EXHIBIT E: CANN–25-0063 NOTIFICATION AREA ADDRESSES

43
FLA ENTERPRICES LLC
OR THE CURRENT PROPERTY OWNER
3116 N MAIN ST
ROSWELL NM 88201

FLA ENTERPRICES LLC
3257 N SYCAMORE AVE
ROSWELL NM 88201

44
WJE LLC
OR THE CURRENT PROPERTY OWNER
3200 N MAIN ST
ROSWELL NM 88201

WJE LLC
311 S VIRGINIA AVE
ROSWELL NM 88203

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State of New Mexico

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Regulation & Licensing Department
Cannabis Control Division

HEREBY CERTIFIES THAT

Animacann Inc

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

Cannabis Retailer

235 Bastille Dr

Pagosa Springs, CO, 81147

License No. RTLR-2022-0011 Issued 04/30/2022 Expires 04/30/2026

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

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State of New Mexico

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NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Regulation & Licensing Department
Cannabis Control Division

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Cannabis Retailer

Retail

1698 Rio Bravo Blvd SW Ste B

Albuquerque, NM, 87105

License No. RTLR-2022-0011-PRM-0002 Issued 05/01/2023 Expires 04/30/2026

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State of New Mexico

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Regulation & Licensing Department
Cannabis Control Division

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Animacann Inc

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

Cannabis Retailer

Retail
1901 E 20th St
Farmington, NM, 87401

License No. RTLR-2022-0011-PRM-0001 Issued 04/30/2022 Expires 04/30/2026

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State of New Mexico

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Regulation & Licensing Department
Cannabis Control Division

HEREBY CERTIFIES THAT

Animacann Inc

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

Cannabis Retailer

Retail
701 N Grimes St
Hobbs, NM, 88240

License No. RTLR-2022-0011-PRM-0003 Issued 05/02/2023 Expires 04/30/2026

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

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State of New Mexico

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Regulation & Licensing Department
Cannabis Control Division

HEREBY CERTIFIES THAT

Animacann Inc

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

Cannabis Retailer

Retail

1500 Appaloosa Dr Bldg A Ste 140

Sunland Park, NM, 88063

License No. RTLR-2022-0011-PRM-0004 Issued 06/26/2023 Expires 04/30/2026

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

The Green House Roswell Dispensary Business Plan

1. Executive Summary

Business Name: The Green House Roswell

Location: 3107 N Main St. Roswell Unit B, NM 88201
Ownership: Animacann Inc.
Mission Statement: To provide high-quality, lab-tested cannabis products in a safe, welcoming, and educational environment that promotes wellness and community values.

Vision Statement: To become a leading dispensary in Roswell by prioritizing customer trust, education, regulatory compliance, and sustainable business practices.

1. Business Description

Products and Services:

- Flower (various strains)
- Pre-rolls
- Edibles
- Concentrates
- Vape cartridges
- Tinctures and topicals
- CBD-only products
- Accessories (rolling papers, grinders, etc.)
- Educational events and consultations

Unique Selling Proposition (USP):

- Expert budtenders who take the time to educate
- The widest selection of premium product
- Focus on education and transparency
- Loyalty and referral programs
- Aesthetic, clean, and safe retail environment

3. Market Analysis

Industry Overview:

- Strong growth in states with mature programs
- Consumer interest in wellness and alternative medicine is rising

Competitor Analysis:

- Comparative strengths/weaknesses
- Our advantage: customer service, product variety, education

Target Audience Demographics:

- Income level: $35K–$100K+
- Lifestyle: Health-conscious, tech-savvy, socially aware

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4. Marketing and Sales Strategy

Branding:

- Logo, color palette, and eco-friendly theme
- Consistent tone across all platforms (educational, approachable)

Marketing Channels:

- Digital: SEO, social media (within legal restrictions), email marketing
- Local: Sponsorship of community events, flyers, partnerships
- In-store: Loyalty programs, customer referral incentives

Customer Retention:

- Monthly specials
- Rewards program
- Educational workshops and tasting events

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5. Operations Plan

Location:
Retail storefront in a high-foot-traffic area compliant with zoning regulations

Hours of Operation:
Monday–Sunday, 8 AM – 11 PM

Technology:

- POS system (BioTrackTHC-compliant)
- Security surveillance and alarm systems
- Customer database/CRM

EXHIBIT I CANN-25-0063: OPPOSITION LETTER

Outlook

Roswell Planning & Zoning Case CANN 25-0063 Written Comments

From Lesa Dodd <lesa_dodd@yahoo.com>
Date Mon 6/23/2025 2:48 PM
To Merideth Hildreth <m.hildreth@roswell-nm.gov>

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.

Please let this email serve as my written comments **AGAINST** allowing KSBL Enterprises LLC and Animacann Inc dba The Greenhouse open a cannabis establishment at 3107 N Main Street which is within 300 feet of my residential neighborhood. I am **AGAINST** this zone request for the following reasons:

1. This cannabis establishment will result in additional vehicle traffic not only via main street but also down the alleyways behind residential houses. When Blake's Hamburgers was opened, the traffic in the alleyways increased substantially due to people cutting through the alley to access Blake's.

2. A cannabis establish may attract questionable customers to our family-oriented neighborhoods. In addition, foot traffic of strangers in the alleyways behind our residences will increase just like vehicle traffic.

3. Roswell already has enough cannabis shops!

Again, I am **AGAINST** this zoning request. If you have any questions, please let me know. Thank you for your consideration.

Lesa Dodd
102 Calle Del Sol
Roswell, NM 88201
575-626-4683

P&Z DRAFT REGULAR MEETING MINUTES
Roswell Planning & Zoning Commission
Tuesday, July 1, 2025 at 6:00 PM

Roswell Development Services Conference Room
500 N Main Street, Suite 100 (Sunwest Centre)
Roswell, New Mexico

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

Jessica Vickers, Esq
Merideth Hildreth, AICP
Esperanza DeLeon
James MacCornack, P.E.

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

A. CALL TO ORDER AND WELCOME – Chair Saul Aguilar

Chair Aguilar called to order the regular meeting of the Planning & Zoning Commission at approximately **6:15 p.m.**

B. ROLL-CALL

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

Staff Members Present:
Jessica Vickers, Esq, Community Development Director
Merideth Hildreth, AICP, Planning and Zoning Administrator
Esperanza DeLeon, Planner II

Audience Members Present:
Jeremy Bonham, Dwayne Baird, Lesa Dodd, Scott Hicks, Toby Gross, Terri Harbor with Roswell Daily Record

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

D. **APPROVAL OF THE AGENDA**

Chair Aguilar: Requested a motion to approve the July 1, 2025 Agenda as presented.

Commissioner Holman MOTIONED to approve the Tuesday, July 1, 2025 Planning & Zoning Commission agenda. SECONDED by Commissioner Henderson. A voice vote was as follows: Richard Gutierrez- yes, Greg Holman- yes, Steve Henderson- yes, Alicia Gilmore- yes, Saul Aguilar- yes the motion passed 5-0 with Jana Lessard being absent.

E. **APPROVAL OF MINUTES:**

Chair Aguilar requested a motion to approve the June 10, 2025 Planning & Zoning Commission meeting minutes as presented.

Commissioner Gutierrez MOTIONED to approve the June 10, 2025 Planning & Zoning Commission meeting minutes as presented. SECONDED by Commissioner Holman.
A voice vote was as follows: Richard Gutierrez- yes, Greg Holman- yes, Steve Henderson- yes, Alicia Gilmore- yes, Saul Aguilar- yes the motion passed 5-0 with Jana Lessard being absent.

F. **PUBLIC HEARING ITEMS:**

1. **CASE CANN-25-0063** Request for approval of a Variance to residential distance requirements, Zone Change to CCAN, and Conditional Use Permit to operate an adult use retail cannabis establishment. Location: 3107 N Main Street Unit B. Legal Summary Subd: BERRENDO IRRIGATED FARMS Block: 21 Lot: 4 N 150' S 351' E 220' W 240' Quarter: NW S: 21 T: 10S R: 24E BK: 384 PG: 1141 WD (Property Owner: KSBL ENTERPRISES LLC) (Agent / Applicant: Animacann Inc dbaThe Greenhouse).

Chair Aguilar: Introduced **CANN-25-0063** Request for approval of a Variance to residential distance requirements, Zone Change to CCAN, and Conditional Use Permit to operate an adult use retail cannabis establishment at 3107 N Main Street Unit B in the C-2 Community Commercial Zoning District.

Ms. Hildreth: Presented Case CANN-25-0063 with slides and read the Findings of Facts and Conclusions of Law in Exhibit B Staff Summary. Applicant Animacann Inc., dba The Green House Roswell requested approval of a Variance to residential distance requirements, Zone Change to CCAN (Commercial Cannabis floating zone), and Conditional Use Permit to operate an adult use retail cannabis establishment at 3107 N Main Street Unit B. The Planning Zoning Commission will make a recommendation to City Council. Planning & Zoning Office received one email letter of opposition from Lesa Dodd provided as Exhibit I in the P&Z Commission meeting packet.

Chair Aguilar: Those wishing to speak in favor of Case CANN-25-0063, please state your name and address for the record.

Jeremy Bonham: 1385 Squirrel Drive, Pagosa Springs, Colorado. Mr. Bonham spoke on behalf of The Green House and requested approval to operate at 3107 N Main Street and requested approval for this location. The Green House had been looking to locate in Roswell for a couple of years. The company felt like this location would not negatively impact the nearby neighborhood due to separation from the subdivision. Blake's is between the location and the alley. This business location is similar in nature to the location where the now closed Bryan's Green Care had been located across Main Street.

Dwayne Baird, Operations Director of The Green House: The Green House has multiple locations in New Mexico and would appreciate approval of this location.

Chair Aguilar: Anyone wishing to speak in opposition of Case CANN-25-0063 or who have questions or concerns?

Lesa Dodd: 102 Calle Del Sol spoke against the location and cited reasons outlined in her email (Exhibit I) including concerns that a cannabis establishment will increase vehicular traffic on Main Street, will increase vehicular and pedestrian traffic in the subdivision alleys, and the number of cannabis shops in Roswell.

MOTION – CANN-25-0063

Based on the land use and zoning considerations, findings of fact, conclusions of law, surrounding land uses, regulations established in the Zoning Ordinance and the following reasons, Commissioner Henderson MOTIONED to recommend approval of Case CANN-25-0063 to City Council.

Note: There was no second.
Based on the proximity to residential Commissioner Holman MOTIONED to recommend denial of Case CANN-25-0063 to City Council.
SECONDED by Commissioner Gutierrez.
A roll-call vote was as follows: Richard Gutierrez- yes, Greg Holman- yes, Steve Henderson- no, Alicia Gilmore- yes, Saul Aguilar- yes the motion passed 4-1 with Jana Lessard being absent.
Commissioner Holman: Don't waive 300' from residential requirement. It goes against the distance regulations.
Commissioner Gilmore: After reading the email from the nearby resident, the alleyways have had heavy traffic since Blake's opened and it would increase.

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2. CASE VAR-25-0059 Request for approval of a Variance to property line setbacks for new building construction along east side of property in I-1 Zoning District. Location: 900-908 N Virginia Avenue. Legal Summary Subd: NORTH SPRING RIVER Block: 7 Lot: 3 THRU:- Lot: 7 , , , , Quarter: NW S: 33 T: 10S R: 24E BOUNDARY SURVEY (S11-42) BK: 799 PG: 958 SWD, (Property Owner: ROSWELL PROPERTY MANAGEMENT GROUP F2 LLC) (Agent: Smith Engineering Co.)

Chair Aguilar: Introduced **VAR-25-0059** Request for approval of a Variance to property line setbacks for new building construction along east side of property located at 900-908 N Virginia Avenue in I-1 Light Industrial Zoning District.

Ms. Hildreth: Presented Case **VAR-25-0059** with slides and read the Findings of Facts and Conclusions of Law in Exhibit B Staff Summary. Application from Roswell Property Management Group F2 requested approval of a Variance to property line setbacks for new building construction of a Roswell Ford Truck Fleet Service Center at 902, 904, 906, and 908 N Virginia Avenue in the I-1 Light Industrial Zoning District. There were no written or oral oppositions to this case.

Chair Aguilar: Those wishing to speak in favor of Case VAR-25-0059, please state your name and address for the record.

Scott Hicks with Smith Engineering: Handed out enlarged site plan to the Planning & Zoning Commission. The Ford Service Center is intended to accommodate large fleet vehicles such as the Ford 550s like you see on the Railroad Tracks. Ford Corporate has specifications for servicing large fleet vehicles, and the operation needs as much room on the site as possible to stage circulation for large vehicles. That's why the project needs a variance to the Virginia Avenue street side yard setback in order to establish the new service

DRAFT

bays as far east on the site as possible. The front yard setback on the 9th Street side will be the same as previously established on the same block when the carwash was built. The new building will have a notch on the southeast corner for clear-site-triangle at the 9th Street and Virginia Avenue intersection. Sixty feet to the south, the warehouse on the south side of 9th Street along the west side of Virginia Avenue is on the street side yard property line. On the east side of Virginia, the buildings are on the property line that runs parallel with Virginia Avenue. This property would be in conformance with building development patterns on properties to the south and east. The new building will not encroach into the 15' Rear Yard Setback as established in the I-1 Zoning District. That will give the project about 160' to work with if a variance is granted. Mr. Hicks stressed the Industrial Zoning and development patterns of businesses in this neighborhood. The variance will allow the Fleet Service Center to meet the criteria set by Ford and allow Ford employees to meet parking and staging needs.

Chair Aguilar: Anyone wishing to speak in opposition of Case VAR-25-0059 or who have questions or concerns?
None.

Commissioner Gilmore: Will it encroach on the sidewalk?
Mr. Hicks: No, that's outside the property line and in the right-of-way.

Commissioner Holman: Will vehicles pull out onto Virginia?
Mr. Hicks: No, vehicles will pull in and out from the parking lot at the alley onto 9th Street.

Toby Gross: Since City Council didn't approve the first proposal for a pull-through service center on 9th Street, the vehicles will have to pull in and back out of the bays. That's why the project needs a variance to provide as much room as possible. We were going to build a new fence there anyway to replace the flood-damaged fence. We are asking to build the building there in place of the fence. We will provide a clear-site-triangle at the intersection. If we set the building back 30' from the Virginia side property line, we lose a car's length and have unusable space. Ford is making a significant investment in Roswell.

Commissioner Holman: This is a significant capital investment in the flood zone. The Ford financed building must be flood insured.

MOTION – VAR-25-0059

Based on the land use and zoning considerations, findings of fact, conclusions of law, surrounding land uses, regulations established in the Zoning Ordinance and the following reasons that development of the property benefits the community, creates jobs, and is in keeping with surrounding buildings and enhances the property, Commissioner Henderson MOTIONED to approve VAR-25-0059. SECONDED by Commissioner Holman.
A voice vote was as follows: Richard Gutierrez- yes, Greg Holman- yes, Steve Henderson- yes, Alicia Gilmore- yes, Saul Aguilar- yes the motion passed 5-0 with Jana Lessard being absent.

Chair Aguilar introduced Other Business.

G. OTHER BUSINESS

H. ANNOUNCEMENTS

Ms. Hildreth:
The Next Roswell Planning & Zoning Commission Meeting is scheduled for August 5, 2025.

I. ADJOURN Chair Aguilar adjourned the meeting at 7:16 p.m.

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EXHIBIT C.3: LETTER NOTIFYING SURROUNDING PROPERTY OWNERS OF ZONING CASE CANN-25-0063

LETTER SENT VIA CERTIFIED MAIL ON JULY 24, 2025 TO SURROUNDING PROPERTY OWNERS

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

NOTICE OF PUBLIC HEARING FOR ZONING CASE CANN-25-0063

Notice is hereby given that a public hearing will be held to request approval of Zoning Case CANN-25-0063 for a Variance to the adjacent R-1 & R-3 Residential Zoning Districts, Zone Change to CCAN (Commercial Cannabis), and Conditional Use Permit to operate an adult-use retail cannabis establishment at 3107 N Main Street, Unit B. Legal Description: Subd: BERRENDO IRRIGATED FARMS Block: 21 Lot: 4 N 150' S 351' E 220' W 240' Quarter: NW S: 21 T: 10S R: 24E BK: 384 PG: 1141 WD (Property Owner: KSBL ENTERPRISES LLC.) (Applicant: Animacann Inc dba The Green House) by the Roswell City Council during the **Regular Council meeting on August 14, 2025 at 6:00 p.m. at the Chaves County Administrative Center** – Joseph R. Skeen Building #1 St. Mary's Place, Roswell, New Mexico 88203.

Dear Property Owner:

You have received this notice via certified mail because Chaves County Assessor information indicates you are a property owner of record within **300** feet of **City of Roswell Planning & Zoning Case CANN-25-0063.** This notice informs you of an upcoming public hearing before the City of Roswell City Council as noted above.

The City of Roswell CITY COUNCIL will hear public comments on the above zoning case on Date: THURSDAY, August 14, 2025, at 6:00 p.m. at the Chaves County Administrative Center – Joseph R. Skeen Building #1 St. Mary's Place, Roswell, New Mexico 88203.

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

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

BACKGROUND:
On July 1, 2025, Case CANN-25-0063 was presented to the Planning & Zoning Commission; and the Meeting Packet includes the case information and may be viewed on the City of Roswell's website at https://www.roswell-nm.gov/AgendaCenter/ViewFile/Agenda/_07012025-2866

The Planning & Zoning Commission forwarded its recommendation to City Council for a final public hearing to be held on August 14, 2025. You will be able to view the City Council meeting packet for the August 14, 2025 meeting once it is posted.
https://www.roswell-nm.gov/AgendaCenter

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

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

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

Respectfully,

Merideth Hildreth

Merideth Hildreth, AICP
Planning & Zoning Administrator

Esperanza DeLeon

Esperanza DeLeon
Planner II

(Area of Notification Map attached)

EXHIBIT C.4: ANEXO C.2: 25-0063 CANN CARTA DE NOTIFICANDO A LOS PROPIETARIOS DE LOS ALREDEDORES

CARTA ENVIADA POR CORREO CERTIFICADO EL 25 DE JULIO DE 2025 A LOS PROPIETARIOS DE LOS ALREDEDORES

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

RE: AVISO DE AUDIENCIA PÚBLICA para el CASO DE ZONIFICACIÓN 25-0063 CANN

Por la presente se notifica que se llevará a cabo una audiencia pública para solicitar la aprobación del Caso de Zonificación CANN-25-0063 para una Variación a los Distritos de Zonificación Residencial R-1 y R-3 adyacentes, Cambio de Zona a CCAN (Cannabis Comercial) y Permiso de Uso Condicional para operar un establecimiento de venta minorista de cannabis para adultos en 3107 N Main Street, Unidad B. Descripción Legal: Subd: BERRENDO IRRIGATED FARMS Block: 21 Lot: 4 N 150' S 351' E 220' W 240' Quarter: NW S: 21 T: 10S R: 24E BK: 384 PG: 1141 WD (Propietario: KSBL ENTERPRISES LLC.) (Aplicante: Animacann Inc dba The Green House) por el Concilio de la Ciudad de Roswell durante la junta Regular del Concilio el **14 de Agosto del 2025 a las 6:00 p.m**. en el Centro Administrativo del Condado de Chaves - Joseph R. Skeen Building #1 St. Mary's Place, Roswell, New Mexico 88203.

Estimado Propietario:
Usted ha recibido este aviso por correo certificado porque la información del Asesor del Condado de Chaves indica que usted es un propietario registrado dentro **de los 300** pies del **Caso de Planificación y Zonificación de la Ciudad de Roswell CANN-25-0063.** Este aviso le informa del próximo audiencia pública ante la Comisión de Planificación y Zonificación de la Ciudad de Roswell con respecto a un caso de zonificación para la siguiente propiedad mentionado arriba.

Concejo Municipal de Roswell la Ciudad de Roswell escuchara los comentarios del publico sobre el caso de zonificación. Fecha: JUEVES, 14 de agosto de 2025, a las 6:00 p.m. en el Centro Administrativo del Condado de Chaves - Edificio Joseph R. Skeen #1 St. Mary's Place, Roswell, Nuevo México 88203.

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

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

FONDO:
El 1 de julio de 2025, se presentó el caso CANN-25-0063 ante la Comisión de Planeación y Zonificación; y el Paquete de Reuniones incluye la información del caso y puede consultarse en el sitio web de la Ciudad de Roswell en https://www.roswell-nm.gov/AgendaCenter/ViewFile/Agenda/_07012025-2866.

La Comisión de Planificación y Zonificación remitió su recomendación al Concejo Municipal para una audiencia pública final que se celebrará el 14 de agosto de 2025. Podrá ver el paquete de la reunión del Concejo Municipal para la reunión del 14 de agosto de 2025 una vez que se publique.
https://www.roswell-nm.gov/AgendaCenter

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

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

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

Respetuosamente

Merideth Hildreth
Merideth Hildreth, AICP
Planning & Zoning Administrator

Esperanza DeLeon
Esperanza DeLeon
Planner II

(Área de Mapa Notificación adjunta)

EXHIBIT E.2: CANN–25-0063 NOTIFICATION AREA ADDRESSES

1
KSBL ENTERPRICES LLC
3107 N Main St
ROSWELL NM 88201

KSBL ENTERPRICES LLC
PO BOX 757
ROSWELL NM 88202-0757

THE GREENHOUSE ROSWELL
3107 N MAIN ST UNIT B
ROSWELL NM 88201

2
LESTER CORBELL & VERONICA CORBELL
OR CURRENT PROPERTY OWNER
3015 N MAIN ST
ROSWELL NM 88201

LESTER CORBELL & VERONICA CORBELL
21 LAFAYETTE LP
ROSWELL NM 88201

3
GARCIA INVESTMENT PROPERTIES LLC
OR CURRENT PROPERTY OWNER
3109 N MAIN ST
ROSWELL NM 88201

GARCIA INVESTMENT PROPERTIES LLC
402 SAUCEDO AVE
ROSWELL NM 88203

4
LUIS R GARCIA & MARIA GARCIA
OR CURRENT PROPERTY OWNER
3113 N MAIN ST
ROSWELL NM 88201

LUIS R GARCIA & MARIA GARCIA
402 S SUCEDO AVE
ROSWELL NM 88201

EXHIBIT E.2: CANN–25-0063 NOTIFICATION AREA ADDRESSES

5
PVT NETWORKS INC
3117 N MAIN ST
ROSWELL NM 88201

PVT NETWORKS
4011 W MAIN ST
ARTESIA NM 88210

6
SWS FAMILY LLC
100 E LINDA VISTA BLVD
ROSWELL NM 88201

SWS FAMILY LLC
106 E LINDA VISTA BLVD STE 101
ROSWELL NM 88201

7
KIMBERLY PERRY
108 E LINDA VISTA BLVD
ROSWELL NM 88201

KIMBERLY PERRY
1313 N PENNSYLVANIA AVE
ROSWELL NM 88201

8
JOHN BELL & PHYLLIS J BELL
3108 ALHAMBRA DR
ROSWELL NM 88201

9
LESLEA TIVIS; JIMMY & KATHY TIVIS
3106 ALHAMBRA DR
ROSWELL NM 88201

10
MARTIN E SALAS
3104 ALHAMBRA DR
ROSWELL NM 88201

EXHIBIT E.2: CANN–25-0063 NOTIFICATION AREA ADDRESSES

11
ROBERT DOMINGUEZ
RAMONA A DOMINGUEZ
3102 ALHAMBRA DR
ROSWELL NM 88201

ROBERT DOMINGUEZ
RAMONA A DOMINGUEZ
3102 ALHAMBRA DR
ROSWELL NM 88201

12
CHRISTOPHER GRIEGO & ROSA GRIEGO
3107 ALHAMBRA DR
ROSWELL NM 88201

13
LUPE JR LEYBA
3105 ALHAMBRA DR
ROSWELL NM 88201

14
WILLIAM KINCAID & SHANNON KINCAID
3103 ALHAMBRA DR
ROSWELL NM 88201

15
JUSTIN BONDS
OR CURRENT PROPERTY OWNER
3100 ALHAMBRA DR
ROSWELL NM 88201

JUSTIN BONDS
4681 RIMROCK DR
ROSWELL NM 88201

16
LINDA G CASSIDY
OR CURRENT PROPERTY OWNER
3101 ALHAMBRA DR
ROSWELL NM 88201

EXHIBIT E.2: CANN–25-0063 NOTIFICATION AREA ADDRESSES

17
FRANK ESPINOZA & GLORIA ESPINOZA
101 CALLE DEL SOL
ROSWELL NM 88201

18
JEORGE V BELTRAN & CHARITY J BELTRAN
OR CURRENT PROPERTY OWNER
103 CALLE DEL SOL
ROSWELL NM 88201

JEORGE V BELTRAN & CHARITY J BELTRAN
6833 HEDGEWOOD DR
SACRAMENTO CA 95842

19
JONATHAN R GRANDI & EMILY A GRANDI
105 CALLE DEL SOL
ROSWELL NM 88201

20
CELESTE M ZAMORA
107 CALLE DEL SOL
ROSWELL NM 88201

21
MARK MASLIAN & DEMVIA MASLIN
100 CALLE DEL SOL
ROSWELL NM 88201

22
LESA DODD
102 CALLE DEL SOL
ROSWELL NM 88201

23
CHAD SANTOS
OR CURRENT PROPERTY OWNER
104 CALLE DEL SOL
ROSWELL NM 88201

CHAD SANTOS
20308 BLOSS AVE
HILMAR CA 95324

24
MARLYN GILBERT
106 CALLE DEL SOL
ROSWELL NM 88201

25
SLEEPING INDIAN INVESTMENTS LLC
OR CURRENT PROPERTY OWNER
3017 N MAIN ST
ROSWELL NM 88201

SLEEPING INDIAN INVESTMENTS LLC
3205 RICHMOND DR NE
ALBUQUERQUE NM 87107

26
ORLANDO S GUTIERREZ
OR CURRENT PROPERTY OWNER
3020 ALHAMBRA DR
ROSWELL NM 88201

ORLANDO S GUTIERREZ
2105 E 2ND ST
ROSWELL NM 88201

EXHIBIT E.2: CANN–25-0063 NOTIFICATION AREA ADDRESSES

27
SWEET CRASH LLC
OR CURRENT PROPERTY OWNER
3009 N MAIN ST
ROSWELL NM 88201

SWEET CRASH LLC
131 N ROADRUNNER PARKWAY
LAS CRUCES NM 88011

28, 29
GARY FULTHEIM BROWN MARITAL TRUST
JUDITH L BROWN TRUSTEE
3013 N MAIN ST
ROSWELL NM 88201

GARY FULTHEIM BROWN MARITAL TRUST
JUDITH L BROWN TRUSEE
3064 BROADWAY
LONG BEACH CA 90803

30
247 MANAGEMENT LLC
OR CURRENT PROPERTY OWNER
3010 N MAIN ST
ROSWELL NM 88201

31
WALID A ABDEL -AZIZ
JOUMANA GHAZI KADDOURA
OR CURRENT PROPERTY OWNER
3012 N MAIN ST
ROSWELL NM 88201

WALID A ABDEL -AZIZ
JOUMANA GHAZI KADDOURA
607 E COUNTRY CLUB
ROSWELL NM 88201

32
ABERDEEN PROPERTIES LLC
3020 N MAIN ST
ROSWELL NM 88201

ABERDEEN PROPERTIES LLC
P.O BOX 3135
ROSWELL NM 88202

33
JOSHUA A CALVERT
3103 N RICHARDSON AVE
ROSWELL NM 88201

34
FAWNA L HENDRICKS
3105 N RICHARDSON AVE
ROSWELL NM 88201

35
CHRISTOPHER WILCOX & JENNIFER L WILCOX
OR THE CURRENT PROPERTY OWNER
3107 N RICHARDSON AVE
ROSWELL NM 88201

CHRISTOPHER WILCOX & JENNIFER L WILCOX
2503 N SYCAMORE AVE
ROSWELL NM 88201

36
DWIGHT PAUL PIRTLE & DENISE PIRTLE
OR THE CURRENT PROPERTY OWNER
3109 N RICHARDSON AVE
ROSWELL NM 88201

DWIGHT PAUL PIRTLE & DENISE PIRTLE
6793 CHEROKEE RD
DEXTER NM 88230

37
OJEDA MAGNO MORENO & KENIA ARLETTE
3111 N RICHARDSON AVE
ROSWELL NM 88201

38
JOSUE ROSARIO
3113 N RICHARDSON AVE
ROSWELL NM 88201

39
RITA MELENA & ALEJANDRO CORTEZ
3115 N RICHARDSON AVE
ROSWELL NM 88201

40, 42
GOODMAN MANAGEMENT LLC
S&D REAL ESTATE LLC
7608 CROUCH CT
SANTA FE NM 87507

40
GOODMAN MANAGEMENT LLC
S&D REAL ESTATE LLC
3020 N MAIN ST
ROSWELL NM 88201

41 (Shopping Plaza)
BUTT MCLEAN REVOCABLE FAMILY TRUST
DONALD GREGORY & BARBARA KAY MCLEAN TTEES
509 W ALAMEDA ST
ROSWELL NM 88203

41A
BUTT MCLEAN REVOCABLE FAMILY TRUST
OR CURRENT BUSINESS OWNER
3106 N MAIN ST
ROSWELL NM 88201

41B
BUTT MCLEAN REVOCABLE FAMILY TRUST
OR CURRENT BUSINESS OWNER
3108 N MAIN ST
ROSWELL NM 88201

41C
BUTT MCLEAN REVOCABLE FAMILY TRUST
OR CURRENT BUSINESS OWNER
3110 N MAIN ST
ROSWELL NM 88201

41D
BUTT MCLEAN REVOCABLE FAMILY TRUST
OR CURRENT BUSINESS OWNER
3112 N MAIN ST
ROSWELL NM 88201

42
GOODMAN MANAGEMENT LLC
S&D REAL ESTATE LLC
110 W LINDA VISTA BLVD
ROSWELL NM 88201

43
FLA ENTERPRICES LLC
OR THE CURRENT PROPERTY OWNER
3116 N MAIN ST
ROSWELL NM 88201

FLA ENTERPRICES LLC
3257 N SYCAMORE AVE
ROSWELL NM 88201

EXHIBIT E.2: CANN–25-0063 NOTIFICATION AREA ADDRESSES

44
WJE LLC
OR THE CURRENT PROPERTY OWNER
3200 N MAIN ST
ROSWELL NM 88201

WJE LLC
311 S VIRGINIA AVE
ROSWELL NM 88203

Delete Archive Report Move to Reply Reply all Forward

Zoning Case CANN-25-0063

LD

LesaDodd<lesa_dodd@yahoo.com>

To: Merideth Hildreth

Tue 7/29/2025 9:40 AM

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.

Please let this email serve as my written comments **AGAINST** allowing KSBL Enterprises LLC and Animacann Inc dba The Greenhouse open a cannabis establishment at 3107 N Main Street which is within 300 feet of my residential neighborhood. I am **AGAINST** this zone request for the following reasons:

1. Roswell already has enough cannabis shops! **WE DONT NEED ONE IN OUR BACKYARDS AND RESIDENTIAL NEIGHBORHOODS!!!**

2. This cannabis establishment will result in additional vehicle traffic not only via main street but also down the alleyways behind residential houses. When Blake's Hamburgers was opened, the traffic in the alleyways increased substantially due to people cutting through the alley to access Blake's. In addition, foot traffic of people walking through alleyways will also increase to order to access the cannabis shop. Both of these are huge safety concerns for the residents in the neighborhood.

3. A cannabis establish may attract questionable customers to our family-oriented neighborhoods. Many families in the neighborhood have children who play outside that do not need to be influenced by the people they see going to the cannabis shop.

Again, I am **AGAINST** this zoning request. If you have any questions, please let me know. Thank you for your consideration.

Lesa Dodd
102 Calle Del Sol
Roswell, NM 88201
575-626-4683

Reply Forward

Regular City Council Meeting 46.
Meeting Date: 08/14/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Ordinance 25-04: Hold a public hearing to consider proposed Ordinance 25-04: Amending Chapter 7 Regarding Mobile Food Establishments and Itinerant Vendors. (Heldenbrand/Halvorson)

BACKGROUND:
Initiated by: Juliana Halvorson

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

FINANCIAL CONSIDERATION
Minimal change to total general revenue.

LEGAL REVIEW:
The City Attorney drafted this Ordinance.

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

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

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

ORDINANCE 25-04

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

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

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

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

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

Chapter 7 BUSINESS REGULATIONS

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

DIVISION 1, IN GENERAL

Sec. 7-106. Definition.

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

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

Sec. 7-107. Enforcement.

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

Secs. 7-108—7-114. Reserved.

DIVISION 2, LICENSE

Sec. 7-115. Required.

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

Sec. 7-116. Application – general requirements

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

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

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

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

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

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

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

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

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

Sec. 7-118. Fee.

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

Sec. 7-119. Compliance with applicable laws.

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

Sec. 7-120. General requirements.

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

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

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

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

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

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

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

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

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

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

Sec. 7-121. Investigation and issuance.

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

Sec. 7-122. Form.

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

Sec. 7-123. Display.

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

Sec. 7-124. Transferability.

No license issued under this article shall be transferred.

Sec. 7-125. Revocation.

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

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

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

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

(4)Any violation of this chapter.

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

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

Sec. 7-126. Penalties for violation

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

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

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

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

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

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

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

PASSED, ADOPTED, SIGNED and APPROVED ________, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

ORDINANCE 25-04

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

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

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

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

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

Chapter 7 BUSINESS REGULATIONS

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

DIVISION 1, IN GENERAL

Sec. 7-106. Definition.

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

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

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

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

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

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

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

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

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

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

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

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

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

DIVISION 2 LICENSE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 7-118. Fee.

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

Sec. 7-119. Compliance with applicable laws.

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

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

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

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

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

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

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

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

Sec. 7-120. General requirements.

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

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

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

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

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

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

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

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

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

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

~~Bond.~~

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

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

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

Sec. 7-1212. Investigation and issuance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED, ADOPTED, SIGNED and APPROVED ________, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

Regular City Council Meeting 47.
Meeting Date: 08/14/2025
COMMITTEE: N/A
CONTACT: N/A **CHAIR:** Juliana Halvorson

ACTION REQUESTED:
Hold a public hearing and vote on a Restaurant A - Beer and Wine only Liquor License with on Premises Consumption only with Patio Service. Joanne K. Baker d|b|a| Stellar Coffee Co., located at 315 N. Main Street, Roswell, NM 88201 (Closed session possible) (Halvorson/Yntema)

BACKGROUND:
Initiated by: Joanne K. Baker d|b|a Steller Coffee Co

Under NMSA 1978 § 60-6B-4, the governing body is required to conduct a public hearing on the application and must, by roll call vote, approve or disapprove the requested application. The hearing is quasi-judicial in nature and must be conducted accordingly.Joanne J. Baker d|b|a Stellar Coffee Co., located at 315 N. Main Street, Roswell, NM 88201, has applied for a Restaurant A-Beer and Wine only Liquor License with on Premises Consumption only with Patio Service.

In considering whether to approve or disapprove the application, the governing body may only disapprove of the application if it finds substantial evidence to support one of the follows:

- The proposed location is within an area which the sale of alcoholic beverages is prohibited by the laws of New Mexico; or
- The issuance or transfer would be in violation of zoning or other ordinance of the governing body; or
- The issuance or transfer of a license would be detrimental to the public health, safety, or morals of the residents of the local option district. The governing body is required to notify the Director of Alcohol and Gaming Division of the New Mexico Regulation and Licensing Department within thirty (30) days of the public hearing whether it has approved or disapproved the application. This is done by the City Clerk.

FINANCIAL CONSIDERATION
Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body.

LEGAL REVIEW:
The City Attorney has provided the notes for the Council's consideration of the application under the staff recommendation below.

BOARD AND COMMITTEE ACTION:
Due to the time constraints of the Liquor Control Act the applications do not go to a board or committee.

STAFF RECOMMENDATION:
City staff does not make a specific recommendation, but notes the following for the City Council's consideration:

- Because the Alcohol and Gaming Division has granted preliminary approval of the application, the Applicant has established a prima facie entitlement to the license. The burden of disapproval

then shifts to the City.

- New Mexico case law has held that the Director of Alcohol and Gaming Division of the New Mexico Regulation and Licensing Department may still issue a license to Joanne J. Baker d|b|a Stellar Coffee Co., located at 315 N. Main Street, Roswell, NM 88201, despite municipal disapproval if there is insufficient evidence to support the disapproval, or if the disapproval is not based on the evidence specific to the applicant or the location. A general disapproval of alcoholic beverage sales is not a valid basis for denial or the license and is consequently not relevant to the decision to be made by the governing body.
- There does not appear to be evidence that the location is in the area where the sale of alcoholic beverages is prohibited by state law.
- There does not appear to be evidence that the sale of alcohol at the location would be in violation of any City zoning law or other ordinance.

Attachments

Application Joanne K. Baker d/b/a Stellar Coffee Co

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip Sanchez, Director

July 7, 2025

Certified Mail No.: 7021 2720 0001 2204 5654

City of Roswell
Amalia Martinez, City Clerk
425 N Richardson Ave.
Roswell, NM 88201

RECEIVED
JUL 07 2025
CITY CLERK
ROSWELL, NM
Via E-mail

Lic. No. /Appl. No.: **BLA-0000010063**
Name of Applicant: Joanne K. Baker
Doing Business As: Stellar Coffee Co.
Proposed Location: 315 N. Main Street, Roswell, New Mexico 88201

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five **(45)** days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING RESTAURANT A – BEER AND WINE ONLY LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY WITH PATIO SERVICE

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

_____

Charmaine Martinez
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4804 Fax: (505) 476-4595
Email: Charmaine.Martinez2@rld.nm.gov

Enclosures:

1. Page 1 (Business Information Page) (*must be signed and returned w/notices of publication*)
2. Page 2 (Premises Information Page)
3. Copy of the Zoning Statement
4. Copy of Floor Plan

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Restaurant A Intake Application

Application Number: BLA-0000010063

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Business Information

Business Information

Business Name: Joanne K Baker
Type of Business: Alcohol
Business Structure: Sole Proprietorship
FEIN: XX-XXX2854
State Tax ID Number: XX-XXXXX3-00-4
Business Email: abaker@stellarcoffeeco.com
Business Phone: 5756233711

Contact Person Information

Contact Person Name: Joanne K Baker
Contact Person Phone: 2545921462
Contact Person Email: abaker@stellarcoffeeco.com

Business Mailing Address

Mailing Street: 315 N Main St.
Mailing City: Roswell
Mailing State: NM
Mailing Zip Code: 88201
Mailing Country: US

Local Option District Use Only: Local Governing Body of _____ City, County, Village

Public Hearing held on _____ 20_____ Please check one: ☐ Approved ☐ Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐ Approved ☐ Disapproved _____

Signed by Director: _____ Date: _____

Premises Information

Premises DBA

Premises Doing Business As (DBA):Stellar Coffee Co.

Proposed Premises Physical Address

Physical Street: 315 N MAIN ST, Roswell
Physical City: Roswell
Physical Zip Code: 88201
Physical State: New Mexico
Physical County: Chaves
Local Option District: Chaves County
"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Owned by Applicant
The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.

Zoning

Is the proposed premises location zoned? Yes
You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.
Specify the zone for proposed premises location (example C-1).: C-3

Distance from nearest School

Name of School: Washington Avenue Elementary School
School Street: 408 N Washington
School City: Roswell
School State: New Mexico
School Zip Code: 88201
School Country: United States
School Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: Saint Andrew's Episcopal Church
Church Street: Pennsylvania
Church City: Roswell
Church State: New Mexico
Church Zip Code: 88201
Church Country: United States
Church Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

Premises Information 2

Please specify the appropriate option for the premises that you have specified in the application?

☑ A license has never been issued to the location of the proposed premises.
☐ A license was once issued to the location of the proposed premises but is no longer being operated at the location.
☐ Alcohol operations are currently being performed at the proposed premises by the applicant business.
☐ Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	No

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Restaurant A Intake Application

Application Number: BLA-0000010063

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Payment

Fee Name	Fee Amount
Application Fee	200.00
Total Fee Amount:	**200.00**

Attestation/Oath

Under penalty of perjury, I hereby depose and state that I am the person identified in this application and the information given by me is true and complete to the best of my knowledge and belief. I understand that any information contained in this application may be investigated and any false or dishonest answer to any question in this application may be grounds for denial or revocation of my license.

Attestation Signature: Joanne K Baker

Date: 05/07/2025

ROSWELL believe.

Community Development

Zoning Verification Letter

For Stellar Coffee Co.

315 N Main Street in Roswell, New Mexico 88201

Subd: ORIGINAL ROSWELL Block: 12 Lot: 11 Quarter: SW S: 33 T: 10S R: 24E BK 692 PG 1405 REC, BK:811 PG:301 QCD (Roswell, Chaves County)

Property Owner: Joanne K Baker

Zoning District: C-3 (Downtown Business District)

January 13, 2025

State of New Mexico
Regulation & Licensing Department
Alcohol and Gaming Division
PO Box 25101
Santa Fe, New Mexico 87504-5101

To Whom It May Concern:

This zoning verification letter is per the request of Joanne K. Baker, Owner of Stellar Coffee Co., and the property located at 315 N Main Street. This letter certifies that according to the City of Roswell's Official Zoning Map, the property located at **315 N Main Street in Roswell, New Mexico is zoned C-3 (District)**.

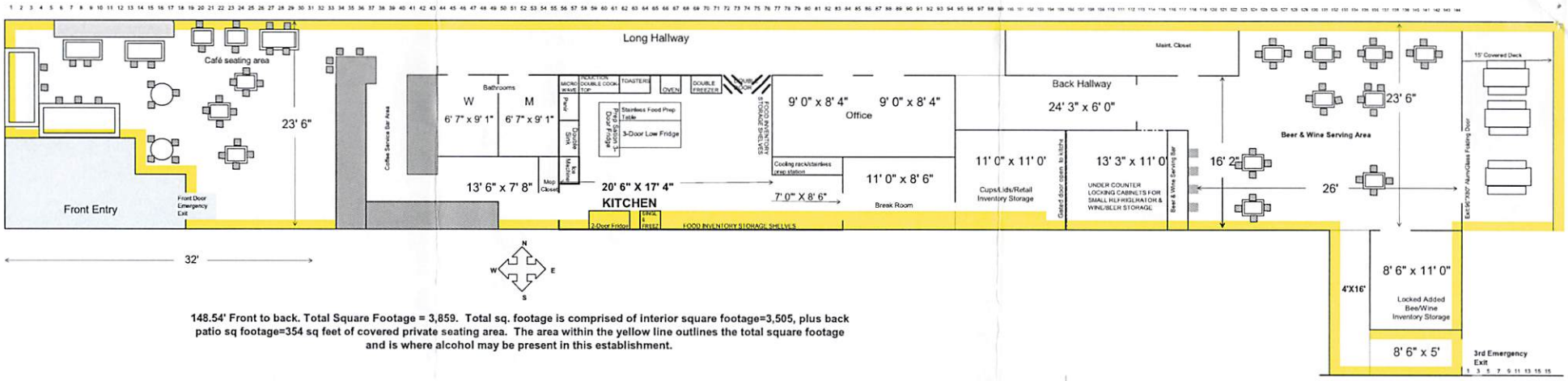
Restaurants/Food/Drink/Lounges/Liquor are uses-by-right in the C-3 Zoning District.
Per the *Roswell Zoning Ordinance* 20-08 Amended August 13, 2020
Article 32: C-3 Downtown Business District Section 2. Use Regulations
A. Permitted Uses are as follows:
14. Restaurants/Food/Drink/Lounges/Liquor.

Note that for a full understanding of uses permitted or prohibited by the City of Roswell Municipal Code, please refer to the Code in its entirety. City of Roswell, NM provides access to the entire Municipal Code. City of Roswell NM Zoning Ordinance is the link to the Zoning Ordinance.
https://www.roswell-nm.gov/1248/City-of-Roswell
https://library.municode.com/nm/roswell/codes/code_of_ordinances?nodeId=COOR_APXAZO

Please contact me with any questions.

Sincerely,
Merideth Hildreth

Merideth Hildreth, M.A., AICP
Planning & Zoning Administrator
City of Roswell
575.637.6294 m.hildreth@roswell-nm.gov



148.54' Front to back. Total Square Footage = 3,859. Total sq. footage is comprised of interior square footage=3,505, plus back patio sq footage=354 sq feet of covered private seating area. The area within the yellow line outlines the total square footage and is where alcohol may be present in this establishment.