LEGAL COMMITTEE MEETING AGENDA

Thursday, SEPTEMBER 24, 2026 AT 2:00 P.M.
City Hall - Mike Mathews Conference Room
425 N. Richardson Ave., Roswell, New Mexico 88201

Chair: Cristina Arnold
Vice Chair: Riley Armstrong
Members: Juan Oropesa
Ed Heldenbrand
Angela Moore
Staff Liaison: C. Josh Nairn-Mahan

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Approval of the August 31, 2026, Legal Committee Minutes

NON-ACTION ITEMS

2. August Community Development Monthly Report
3. August Legal Monthly Report
4. August HR Monthly Report
5. August Safety Monthly Report
6. August Clerks Monthly Report
7. Discussion: Development of an RFP for financial banking services. (Nairn-Mahan)
8. Discussion: The use of Automatic License Plate Reader (ALPR) technology and policies and procedures to ensure the appropriate use of the technology. (Councilor Arnold)
9. Discussion: Municipality's Home Rule Charter (Nairn-Mahan)
10. Discussion: Overview concerning internal and external IT system security training efforts. (Nairn-Mahan)

REGULAR ITEMS

11. Resolution 26-XX: consider recommending adoption of Resolution 26-XX shall require the removal or demolition of three (3) dilapidated structures. (Toby Franco)
12. Consider recommending approval for Custom Construction II, LLC to enter into a 1-year lease beginning October 15, 2026, and ending October 14, 2027, for a parcel of land at the Roswell Air Center. (Michelle Sanchez)
13. Consider approval of a budget transfer in the amount of $255,064.61 and Change Order for additional RIAC Drainage Improvements under CES Contract #2026-06-R1239-ALL with Desert West Enterprises, LLC. (Paul Viglil)
14. Consider recommending approval to enter into a purchase sale agreement for 212 E 12TH St. (Omarr Mendonza)

15. Consider recommending approval of a budget transfer in the amount of $135,000.00 from M&R-Infrastructure to Capital Outlay-Land for the purchase and closing costs and authorizing the purchase of 6.81 acres located near the intersection of 8th Street and Sycamore. (Ted Garcia)

16. Consider recommending authorizing to advertise for a public hearing Ordinance 26-XX: An Ordinance amending Chapter 21 of the Roswell City Code related to Solid Waste Rate Indexing. (Abraham Chaparro)

PUBLIC PARTICIPATION

CHAIR COMMENTS, REPORTS, ANNOUNCEMENTS

CLOSED SESSION

17. Hold a Closed Session pursuant to NMSA 1978 § 10-15-1H (7), to discuss attorney-client privilege pertaining to litigation threatened or pending against the City and discussion of lodger's tax. (Nairn-Mahan)

ADJOURN

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1975 and Resolution 26-12.

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ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Approval of Minutes 1.

Legal Committee
Meeting Date: 09/24/2026
COMMITTEE: Legal
CONTACT: C. Josh Nairn-Mahan **CHAIR:** Cristina Arnold

DEPARTMENT NAME:

Approval of the August 31, 2026, Legal Committee Minutes

Attachments

08.31.26 Legal Committee Minutes

Regular Meeting of the Legal Committee
Held at City Hall, Mike Mathews Conference Room
Monday August 31, 2026

Notice of this meeting was given to the public in compliance with NMSA 1978 §10-15-1 through 4 and Resolution 26-12.

ROLL CALL

The meeting convened at 2:01 p.m. with Chair Arnold presiding, Vice Chair Armstrong, Councilor Heldenbrand, and Councilor Oropesa present. Councilor Moore was absent.

Staff present: Amalia Martinez, Angela Garcia, Omarr Mendoza, Clint Caldwell, Debbie Reyer, Shelly Bell, Jordon Isley, Theodoro Garcia, C. Josh Narin-Mahan, Abraham Chaparro, Todd Verciglio, Bobbi Thompson, Vicky Eaton, Ramona McDaniels.

Guests present: Rita Kane Doerhoefer, Councilor Gass.

Public present via GoTo Meeting: 8 guests, Juliana Halvorson, VR, Vicki, and Infrastructure.

APPROVAL OF AGENDA

1. Approval of Agenda for August 31, 2026 Legal Committee Meeting Councilor Heldenbrand moved to approve the agenda as presented. Councilor Armstrong seconded the motion. A voice vote was taken, and the motion passed unanimously 4-0, with Councilor Moore being absent.

APPROVAL OF MINUTES

2. Approval of the minutes for July 23, 2026. Councilor Heldenbrand moved to accept the July 23, 2026 minutes as presented. Councilor Oropesa was the second. A voice vote was taken, and the motion passed 3-0 with Armstrong abstaining and Councilor Moore being absent.

NON-ACTION ITEMS

3. Community Development - Councilors requested that future monthly reports include information regarding zoning and building codes be added for next scheduled meeting.

4. HR Monthly Report - Councilors requested that information obtained through employee exit interviews regarding departing staff be included in future monthly reports, as appropriate. Councilors requested that report include a comparison of authorized/budgeted staffing levels to current staffing levels, including the number of positions budgeted, the number of employees currently employed, and any changes in staffing levels, including increases, decreases, vacancies, and other significant changes since the previous reporting period.

DRAFT

5. Safety Monthly Report - Councilors accepted the report as presented.

6. July Clerks Monthly Report - Councilors accepted the report as presented.

7. Legal Monthly Report-August - Councilors request Legal to provide policies for Axon cameras and License Plate Reader Cameras, for September Legal Committee Meeting.

8. Discussion: Constituent Services Coordinator - Councilors and staff expressed their appreciation for the establishment of the position and stated they look forward to the positive impact and benefits the position is expected to provide to the community.

9. Discussion: Remote Appearance for Open Meetings - Chair Arnold advised that she is welcome to Councilor Gass preparing a proposal regarding remote participation in open meetings by video/audio. The proposal is anticipated to be presented for consideration at a subsequent meeting.

REGULAR ITEMS

10. Resolution 26-XX Regarding consider recommending adoption of Resolution 26-xx. A New Multi-Generational Area, The Spring River Zoo, Roswell Adult Center and Peppermint Park.

FOR THE RECORD: Exhibit A was passed out during presentation.

MOTION: Councilor Oropesa moved to recommend adoption of Resolution 26-XX for a new Multi-Generational Area, The Spring River Zoo, Roswell Adult Center and Peppermint Park to the full City Council. Councilor Armstrong seconded the motion.

VOTE: A voice vote was taken, and the motion passed unanimously, 4–0, with Councilor Moore being absent. The recommendation will be forwarded to the full City Council for consideration.

11. Consider recommending approval to enter into lease agreement with The Roswell Invaders for a 5-yr period.

MOTION: Councilor Armstrong moved for the approval of The Roswell Invaders to enter into a 5-year lease with the Joe Bauman-Coca Cola Field. Councilor Heldenbrand was the second.

DISCUSSION: There was discussion regarding the terms of the proposed lease and abatement provisions,

MOTION: Councilor Heldenbrand moved to amend the proposal to provide for a 2-year lease with three 1-year lease extensions. The amendment was seconded by Councilor Oropesa. A voice vote was taken, and the amendment passed unanimously 4-0, with Councilor Moore being absent.

DRAFT

MOTION: Councilor Heldenbrand moved to recommend approval of the amended lease proposal for consideration by the Full City Council. Councilor Oropesa seconded the amended motion.

VOTE: A voice vote was taken, and the amended proposal passed unanimously, 4-0, with Councilor Moore being absent

TABLED ITEMS

12. Consider recommending approval of Resolution 26-XX; the Keep Roswell Beautiful Resolution

MOTION: Councilor Oropesa moved to remove the item from the table. Councilor Armstrong seconded to remove item from the table.

VOTE: Voice vote was taken. The motion passed 3-1, with Councilor Heldenbrand opposed.

DISCUSSION: There was discussion regarding needing a proposal to maintain program benefiting the youth and where cost would be spent.

MOTION: Councilor Oropesa moved to recommend approval of Resolution 26-XX The Keep Roswell Beautiful Resolution Councilor Armstrong seconded the motion.

VOTE: A voice vote was taken, and the motion passed unanimously, 4-0, with Councilor Moore being absent. The recommendation will be forwarded to the full City Council for consideration.

FOR THE RECORD: Chair Arnold called for a 3-minute recess at 3:49 pm.

FOR THE RECORD: The meeting resumed at 3:54 pm.

13. Consider recommending approval to advertise for a public hearing for Ordinance 26-XX: An Ordinance authorizing the sale of Hangar 91, located at 99 Will Rogers Rd, consisting of a 21,544 square-foot hangar only, for $250,000.00 upon the terms set forth in the Purchase and Sale Agreement and authorizing the City Manager and/or the Mayor to finalize an appropriate ground lease consistent with the material terms set forth below.

MOTION: Councilor Heldenbrand moved to remove the item from the table. Councilor Oropesa seconded the motion

VOTE: A voice vote was taken to remove the item from the table. The motion passed 4-0.

MOTION: Councilor Heldenbrand moved to consider recommending approval to advertise for a public hearing for Ordinance 26-XX: An Ordinance authorizing the sale of Hanger 91, to Finance Committee. Councilor Armstrong seconded the motion.

DRAFT

VOTE: A voice vote was taken. The motion passed unanimously 4-0, with Councilor Moore being absent.

14.Consider recommending approval to advertise for a public hearing for Ordinance 26-XX: An Ordinance to amend Chapter 2 of the Administrative Code related to City Council compensation structure.

MOTION: Councilor Heldenbrand moved to remove the item from the table. Councilor Oropesa seconded the motion.

VOTE: A voice vote was taken to remove the item from the table. The motion passed 4-0.

MOTION: Chair Arnold removed motion from agenda, to be brought back at a later time.

CHAIR COMMENTS, REPORTS, ANNOUNCEMENTS

None

PUBLIC PARTICIPATION

None

ADJOURN

The meeting adjourned at 4:38 p.m.

DRAFT

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 2.

Legal Committee
Meeting Date: 09/24/2026
COMMITTEE: Legal
CONTACT: C. Josh Nairn-Mahan **CHAIR:** Cristina Arnold

DEPARTMENT NAME:

August Community Development Monthly Report

Attachments

CDC Monthly August 2026

CITY OF ROSWELL
COMMUNITY DEVELOPMENT CENTER
Month: August 2026

CODE ENFORCEMENT	This Month	This Month 2025	YTD*	2025 YTD*
Notices Mailed	**648**	937	**1,428**	1,770
Voluntary Compliance	**298**	481	**660**	854
No. of Cases Filed in Municipal Court	**18**	27	**35**	42
No. Cases Dismissed by Officer	**8**	10	**9**	13
Resolution	**33**	53	**53**	108
Weeds	**456**	758	**937**	1,430
Inoperable Vehicles	**20**	10	**74**	24
Litter	**36**	36	**88**	52
Unsanitary Premises	**32**	36	**80**	80
Signs	**5**	49	**8**	54
Zoning	**0**	1	**8**	7
Obstructions	**15**	20	**31**	28
Public Nuisances	**83**	27	**201**	95
Garage Sales No permit	**1**	0	**1**	0

BUSINESS LICENSES	This Month	This Month 2025	YTD*	2025 YTD*
Total Licenses Issued	**81**	126	**211**	166
Renewed Licenses	**42**	66	**140**	98
New Licenses	**26**	44	**46**	36
Temporary Permits Issued	**13**	16	**25**	32
Receipts	**$4,786.00**	$6,611.00	**$10,522.00**	$7,977.00

*Figures calculated to reflect FYTD

BUILDING INSPECTIONS	This Month	Permits Applied This Month 2025 & Fees Collected	Permits Applied YTD*	Permits Applied 2025 YTD*
Residential-New	**6**	0	**11**	3
Residential - Other	**27**	33	**46**	77
Commercial-New	**0**	1	**0**	2
Commercial - Other	**4**	21	**23**	32
Total Permits Issued	**37**	55	**80**	114
Total Fees Collected	**$14,468.30**	$70,802.00	**$59,523.80**	$115,550.00

PLUMBING/MECH INSPECTIONS	This Month	Permits Applied This Month 2025	Permits Applied YTD*	Permits Applied 2025 YTD*
Plumbing & Mechanical Permits—Residential	**39**	46	**86**	109
Plumbing & Mechanical Permits—Commercial	**9**	11	**16**	28
Total Permits Issued	**48**	57	**102**	137
Total Fees Collected	**$2,769.25**	$2,906.50	**$5,498.25**	$6,421.00

ELECTRICAL INSPECTIONS	This Month	Permits Applied This Month 2025	Permits Applied YTD*	Permits Applied 2025 YTD*
Electric Permits—Residential	**0**	31	**0**	61
Electric Permits—Commercial	**0**	11	**0**	23
Total Permits Issued	**0**	42	**0**	84
Total Fees Collected	**$0**	$4,365.00	**$0**	$9,280.00

*Figures calculated to reflect FYTD

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 3.

Legal Committee
Meeting Date: 09/24/2026
COMMITTEE: Legal
CONTACT: C. Josh Nairn-Mahan **CHAIR:** Cristina Arnold

DEPARTMENT NAME:
August Legal Monthly Report

Attachments

August Legal Monthly Report

Legal Committee Monthly Report – September 2026

Tort Claims

Legal has reviewed and processed four recent tort claims regarding property damage. The status and disposition of these claims are detailed below:

Damage to Utility Pole $6,000.00 Claim approved; sent to Excel for recovery/payment.

Sanitation Truck hit Fence $1,200.00 Claim approved for settlement/repair costs.

Employee Property Damage N/A Denied; municipality found not liable under current policy.

Other General Torts: miscellaneous tort claims are Currently in the process of review by legal staff to determine liability.

Several municipal contracts are currently finalized and in the active process for signatures from the authorized vendors and municipal officials. These agreements will be fully executed shortly and filed with the Municipal Clerk

The legal department is currently managing discovery requests for pending District Court cases by compiling necessary supplementary documentation. Communication with outside counsel and City Departments are being coordinated for documentation and formal approvals for all upcoming legal responses have been given.

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ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 4.

Legal Committee
Meeting Date: 09/24/2026
COMMITTEE: Legal
CONTACT: C. Josh Nairn-Mahan **CHAIR:** Cristina Arnold

DEPARTMENT NAME:

August HR Monthly Report

Attachments

HR Monthly Report
Personnel Monthly Changes
Employee Turnover Report
Personnel List

SEPTEMBER 2026 HUMAN RESOURCES MONTHLY REPORT

For the month of August, the City hired 29 new employees, 20 promotions and 20 exits.

Our turnover rate for the month of August is 2.9% and for the year so far is 26%.

Our Vacancy Rate is 11.9%.

Payroll count for 08/21/2026 – 09/03/2026 was:

Total WC/ MIL LEAVE/no hours/ no monies employees- 8

Total paid employees -663

Total employees - 671

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City of Roswell, NM

Personnel Changes for the Month of

AUGUST 2026

	FT = FULL TIME SR = SALARY PT = PART TIME TP = TEMPORARY INT = INTERIM				
	NEW HIRE				
	Date	Name	Position	Department	Status
1	8/3/2026	MACKENZIE MORALES	KENNEL WORKER	ANIMAL SERVICES	FT
2	8/3/2026	CORINA SALAS	BUDGET ANALYST	FINANCE	SR
3	8/3/2026	SANDRA MARTINEZ	CITY CLERK OFFICE ASSISTANT	CITY CLERK	FT
4	8/3/2026	JADA SCHWAB-WHITEROCK	MUSEUM REGISTRAR	MUSEUM	FT
5	8/3/2026	KENNETH ROBBINS	W&S MAINTENANCE WORKER I	PUBLIC WORKS	FT
6	8/7/2026	FREDRICK STAEDEN	SANITATION WORKER TEMP	SANITATION	TP
7	8/10/2026	CHRISTOPHER LUCERO	PARKS LABORER TEMP	PARKS	TP
8	8/10/2026	IVY BRADY	HR SPECIALIST	HR	FT
9	8/10/2026	DOMINIC VASQUEZ	MAINTENANCE WORKER RIAC	RIAC	FT
10	8/13/2026	JOSE SOLIS	PARKS LABORER TEMP	PARKS	TP
11	8/13/2026	MARIO JUAREZ	PARKS LABORER TEMP	PARKS	TP
12	8/14/2026	ULRICH MEDEZ	POLICE RECRUIT	POLICE DEPARTMENT	FT
13	8/14/2026	BRAYDEN ROOK	POLICE RECRUIT	POLICE DEPARTMENT	FT
14	8/14/2026	RYON C. MCINNES	POLICE OFFICER 1	POLICE DEPARTMENT	FT
15	8/17/2026	JOEL ESPINOZA	KENNEL WORKER	ANIMAL CONTROL	FT
16	8/17/2026	TIMOTHY POLLOCK	IT SPECIAL SYSTEMS TECH	INFORMATION TECHNOLOGY	FT
17	8/17/2026	SEAN DAVIS	GRANT COORDINATOR	FINANCE	SR
18	8/17/2026	RILEY ARMSRONG	CITY COUNCILOR WARD 2	ELECTED OFFICAIAL	EL
19	8/17/2026	RICK ERVIN	GROUNDS MAINTENANE WORKER GOLF	GOLF	FT
20	8/17/2026	JOSE MILLAN	W&S MAINTENANCE WORKER I	PUBLIC WORKS	FT
21	8/17/2026	DARNELL SANDLES	MAINTENANCE WORKER WWTP	WWTP	FT
22	8/17/2026	JOSHUA HERNANDEZ	MAINTENANCE WORKER STREETS	STREETS	FT
23	8/17/2026	GRIFFEN KUNKO	GOLF SHOP SR ATTENDENT	GOLF	FT
24	8/18/2026	RAELYNN MEDRANO	RECREATION AIDE - PT	RECREATION	PT
25	8/24/2026	RAMONA MCDANIELS	PARALEGAL	LEGAL	FT
26	8/24/2026	KELLEY KELLEY	VEHICLE OPERATOR TRANSIT	TRANSIT	FT
27	8/24/2026	VALERIE EVERLY	ADMINISTRATIVE ASSISTANT SR.	FACILITIES MAINTENANCE	FT
28	8/28/2026	ARIANA JURADO	ADMINISTRATIVE ASSISTANT SR.	EMS	FT
29	8/28/2026	MILENNA GONZALEZ	FIRE PREVENTION ADMIN ASST	FIRE	FT
	TRANSFERS				
	Date	Name	Position	Department	Status
	PROMOTIONS				
	Date	Name	Position	Department	Status
1	8/7/26	FRANCISCO WALKER	GROUNDS MAINTENANE WORKER	PARKS	FT
2	8/7/26	RANDALL BERNAL	EQUIPMENT OPERATOR	STREETS	FT
3	8/7/26	ROCIO FEUERSTEIN	ACCOUNTING SPECIALIST	SANITATION	FT
4	8/7/26	ERIC DE LA CERDA	EQUIPMENT OPERATOR WATER	PUBLIC WORKS	FT
5	8/7/26	JAMES PEREZ	SUPERVISOR RIAC	RIAC	SR
6	8/7/26	DONALD KUEHN	W&S MAINTENANCE WORKER I	PUBLIC WORKS	FT
7	8/7/26	THOMAS ARAGON	W&S MAINTENANCE WORKER I	PUBLIC WORKS	FT
8	8/7/26	ISRAEL ARCHULETA	EQUIPMENT OPERATOR WATER	PUBLIC WORKS	FT
9	8/7/26	MISAEL JAUREGUI	OPERATOR WWTP	WWTP	FT
10	8/7/26	NOEL SANCHEZ	OPERATOR WWTP	WWTP	FT
11	8/7/26	JASON GONZALES	W&S MAINTENANCE WORKER II	PUBLIC WORKS	FT
12	8/7/26	MARCUS FOSTER	FIRE APPARATUS OPERATOR 2	FIRE	FT
13	8/7/26	RYLEA ROSS	COURT COMPLIANCE OFFICER	MUNICIPAL COURT	FT

14	8/21/26	NICHOLAS WITHERSPOON	MAINTENANCE WORKER STREETS	STREETS	FT
15	8/21/26	MICHAEL VICKERS	DEPUTY SUPERINTENDENT	CENTRAL CONTROL	SR
16	8/21/26	ERNESTO GARCIA	FIREFIGHTER 1	FIRE	FT
17	8/21/26	SHAWN YOUNG	FIRE LIEUTENANT 1	FIRE	FT
18	8/21/26	GABRIEL GOMEZ	FIREFIGHTER 1	FIRE	FT
19	8/21/26	STEELER JORDAN	DIVISION CHIEF	FIRE	SR
20	8/21/26	FREDDIE LOPEZ	CUSTODIAN	POLICE	FT
	DEMOTIONS				
	Date	Name	Position	Department	Status
	EXITS				
		Name	Position	Department	Status
1	08/06/2026	DESHON YOUNG	REC AIDE/LIFEGUARD 1 TEMPT	RECREATION	TP
2	8/6/2026	ADRIAN VILLA	LIFEGUARD 1 PT	RECREATION	PT
3	8/6/2026	JAHZIEL GONZALEZ	FIREFIGHTER 1	FIRE	FT
4	8/6/2026	BRIGHAM DUECKER	FIREFIGHTER 1	FIRE	FT
5	8/6/2026	JONATHAN LOERA	GROUNDS MAINTENANE WORKER	GOLF	FT
6	8/6/2026	NEHEMIAH OROSCO	AUTOMATED COLLECTION OPERATOR	SANITATION	FT
7	8/7/2026	SHAWNA VAN DYKE	PARALEGAL	LEGAL	FT
8	8/10/2026	DEBRA NALLIE	VEHICLE OPERATOR	TRANSIT	FT
9	8/12/2026	KAILIANNE REESE	REC AIDE/LIFEGUARD TEMPT	RECREATION	TP
10	8/12/2026	CAMILA HERRERA	REC AIDE/LIFEGUARD TEMPT	RECREATION	TP
11	8/14/2026	JAMES GURROLA	EQUIPMENT OPERATOR WWTP	WWTP-SEWER MAINTENANCE	FT
12	8/14/2026	WILLIAM CAVIN	CITY COUNCILOR WARD 2	ELECTED OFFICIAL	EL
13	8/17/2026	JOHN GURROLLA	LUBE TECHNICIAN	SANITATION	FT
14	8/18/2026	FREDRICK STAEDEN	SANITATION WORKER TEMP	SANITATION	TP
15	8/21/2026	LINDA SKIPPER	CUSTODIAN	POLICE DEPARTMENT	FT
16	8/24/2026	ROBERTA LOPEZ	CUSTOMER SERVICE CLERK	WATER CUSTOMER SERVICE	FR
17	8/25/2026	JOSE ROJO	LEAD & COPPER TECHNICIAN TEMP	CENTRAL CONTROL	TP
18	8/27/2026	ALIYAH MORALES	REC AIDE 1 PT	RECREATION	PT
19	8/29/2026	ALEXIS GARCIA	REC AIDE 1 PT	RECREATION	PT
20	8/31/2026	ADRIAN CALVILLO	GROUNDS MAINTENANE WORKER	PARKS	FT
	RETIREMENT				
	Date	Name	Position	Department	Status
1					

Employee Turnover

Period Start Date: 8/1/2026
Period End Date: 8/31/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
Location: 4011 ELECTED OFFICIALS		**11**	**11**	**1**	**9.09%**
1001	MAYOR	1	1	0	0.00%
1002	MAYOR PRO TEM	1	1	0	0.00%
1003	CITY COUNCILOR WARD 1	2	2	0	0.00%
1004	CITY COUNCILOR WARD 2	2	2	1	50.00%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4456	CAVIN, WILLIAM	1004101	CITY COUNCILOR WARD 2	1/1/2024	8/14/2026

1005	CITY COUNCILOR WARD 3	2	2	0	0.00%
1006	CITY COUNCILOR WARD 4	1	1	0	0.00%
1007	CITY COUNCILOR WARD 5	2	2	0	0.00%
Location: 4013 ADMINISTRATION		**3**	**3**	**0**	**0.00%**
1008	CITY MANAGER	1	1	0	0.00%
1509	ASSISTANT CITY MANAGER	1	1	0	0.00%
1526	CONSTITUENT SERVICES COORD	1	1	0	0.00%
Location: 4015 CITY CLERK		**3**	**4**	**0**	**0.00%**
1019	CITY CLERK	1	1	0	0.00%
1020	DEPUTY CITY CLERK	1	1	0	0.00%
1285	CITY CLERK OFFICE ASSISTANT	1	2	0	0.00%
Location: 4021 MUNICIPAL COURT		**8**	**8**	**0**	**0.00%**
1022	DEPUTY COURT CLERK	3	3	0	0.00%
1023	MUNICPAL JUDGE	1	1	0	0.00%
1024	BAILIFF	1	1	0	0.00%
1025	COMPLIANCE OFFICER	2	2	0	0.00%
1336	COURT ADMINISTRATOR	1	1	0	0.00%
Location: 4041 FINANCIAL ADMINISTRATION		**14**	**16**	**0**	**0.00%**
1037	PURCHASING TECHNICIAN	1	1	0	0.00%
1312	SENIOR ACCOUNTANT	1	1	0	0.00%
1414	CITY TREASURER	1	1	0	0.00%
1449	PAYROLL SPECIALIST	1	1	0	0.00%
1476	ASSISTANT FINANCE DIRECTOR	1	1	0	0.00%
1485	STAFF ACCOUNTANT	1	1	0	0.00%
1486	GRANT COORDINATOR	0	1	0	0.00%
1496	ACCOUNTS RECEIVABLE SPECIALIST	2	2	0	0.00%
1497	PAYROLL MANAGER	1	1	0	0.00%
1498	FIXED ASSET ACCOUNTANT	1	1	0	0.00%
1499	PROCUREMENT OFFICER	1	1	0	0.00%
1500	ACCOUNTS PAYABLE SPECIALIST	2	2	0	0.00%
1504	GRANT WRITER	1	1	0	0.00%
1523	BUDGET ANALYST	0	1	0	0.00%

Employee Turnover

Period Start Date: 8/1/2026
Period End Date: 8/31/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
Location: 4051 LEGAL		**4**	**4**	**1**	**25.00%**
1339	PARALEGAL	1	1	1	100.00%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4855	VAN DYKE, SHAWNA	1339102	PARALEGAL	3/9/2026	8/7/2026

1455	CONTRACTS & CLAIMS ADMIN	1	1	0	0.00%
1506	ACTING CITY ATTORNEY	1	1	0	0.00%
1513	ASSISTANT CITY ATTORNEY	1	1	0	0.00%
Location: 4061 HUMAN RESOURCES		**8**	**9**	**0**	**0.00%**
1041	DEPT MANAGER HUMAN RESOURCES	1	1	0	0.00%
1042	DEPARTMENT DIRECTOR H.R.	1	1	0	0.00%
1287	SAFETY COORDINATOR	1	1	0	0.00%
1447	EMPLOYEE/BENEFITS SUPERVISOR	1	1	0	0.00%
1451	HUMAN RESOURCES SPECIALIST	2	3	0	0.00%
1501	SAFETY LIAISON	1	1	0	0.00%
1536	SAFETY ADMIN ASSISTANT SR	1	1	0	0.00%
Location: 4071 FACILITIES MAINTENANCE		**8**	**9**	**0**	**0.00%**
1045	FACILITIES MAINT. SPECIALIST	5	5	0	0.00%
1046	FACILITIES MAINT. SPEC SR.	1	1	0	0.00%
1259	PROJECT AND FACILITY MANAGER	1	1	0	0.00%
1319	ADMIN. ASST. SENIOR FACILITIES	0	1	0	0.00%
1379	FAC. MAINTENANCE HVAC SPEC SR.	0	0	0	NaN
1445	FAC. MAINT. LOCKSMITH TECH	1	1	0	0.00%
Location: 4111 POLICE DEPARTMENT		**114**	**116**	**1**	**0.87%**
1043	CUSTODIAN	2	1	1	66.67%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
3540	SKIPPER, LINDA	1043104	CUSTODIAN	4/26/2019	8/21/2026

1049	OFFICE ASSISTANT POLICE	6	6	0	0.00%
1050	ADMIN. ASSISTANT SR. POLICE	3	3	0	0.00%
1053	POLICE SERV AIDE CAREER PATH	4	4	0	0.00%
1054	POLICE RECRUIT	4	6	0	0.00%
1055	POLICE OFFICER 1	26	27	0	0.00%
1056	POLICE OFFICER 2	19	19	0	0.00%
1057	POLICE OFFICER 3	1	1	0	0.00%
1058	POLICE SERGEANT	11	11	0	0.00%
1059	POLICE LIEUTENANT	5	5	0	0.00%
1060	POLICE CAPTAIN	2	2	0	0.00%
1061	DETECTIVE	12	12	0	0.00%
1062	DEPUTY POLICE CHIEF	2	2	0	0.00%
1063	POLICE CHIEF	1	1	0	0.00%
1064	POLICE RECORDS SUPERVISOR	1	1	0	0.00%

Employee Turnover

Period Start Date: 8/1/2026
Period End Date: 8/31/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
1065	EVIDENCE PROPERTY CUSTODIAN	3	3	0	0.00%
1066	TSU CRIME SCENE TECHNICIAN	2	2	0	0.00%
1067	ADMIN. ASSISTANT POLICE	5	5	0	0.00%
1473	REALTIME CRIME CENTER OPERATOR	2	2	0	0.00%
1515	TECHNICAL SERVICE UNIT SENIOR	3	3	0	0.00%
Location: 4121 FIRE DEPARTMENT		**91**	**90**	**2**	**2.21%**
1070	FIREFIGHTER RECRUIT	11	11	0	0.00%
1071	FIREFIGHTER 1	17	15	2	12.50%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4492	DUECKER, BRIGHAM	1071105	FIREFIGHTER 1	3/8/2024	8/6/2026
4694	GONZALEZ, JAHZIEL	1071106	FIREFIGHTER 1	4/4/2025	8/6/2026

1072	FIREFIGHTER 2	3	3	0	0.00%
1073	FIREFIGHTER 3	1	1	0	0.00%
1074	FIRE APPARATUS OPERATOR 1	7	7	0	0.00%
1075	FIRE APPARATUS OPERATOR 2	15	15	0	0.00%
1076	FIRE APPARATUS OPERATOR 3	1	1	0	0.00%
1077	FIRE LIEUTENANT 1	6	6	0	0.00%
1078	FIRE LIEUTENANT 2	11	11	0	0.00%
1079	FIRE LIEUTENANT 3	6	6	0	0.00%
1080	BATTALION CHIEF	3	3	0	0.00%
1081	DEPUTY FIRE CHIEF	2	2	0	0.00%
1082	FIRE CHIEF	1	1	0	0.00%
1083	DIVISION CHIEF	1	1	0	0.00%
1271	DEPUTY FIRE MARSHAL	3	3	0	0.00%
1281	FIREMARSHAL	1	1	0	0.00%
1308	DIVISION CHIEF - EMS	1	1	0	0.00%
1320	ARFF COORDINATOR	1	1	0	0.00%
1430	FIRE PREVENTION ADMIN. ASSIST	0	1	0	0.00%
Location: 4125 PUBLIC SAFETY		**31**	**32**	**0**	**0.00%**
1483	EMS CAPTAIN	1	1	0	0.00%
1490	ADMIN. ASSISTANT SR. EMS	0	1	0	0.00%
1493	EMT BASIC	10	10	0	0.00%
1494	EMT ADVANCED	10	10	0	0.00%
1495	EMT PARAMEDIC	5	5	0	0.00%
1510	EMT BASIC PT	2	2	0	0.00%
1512	EMT PARAMEDIC PT	0	0	0	NaN
1524	EMS LIEUTENANT	3	3	0	0.00%
Location: 4131 PLANNING & ZONING		**5**	**5**	**0**	**0.00%**
1017	COMMUNITY DEVELOPMENT DIRECTOR	1	1	0	0.00%
1018	PLANNER SENIOR	1	1	0	0.00%

Employee Turnover

Period Start Date: 8/1/2026
Period End Date: 8/31/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
1260	COMMUNITY DEVELOPMENT PRP TECH	1	1	0	0.00%
1314	PLANNER II	1	1	0	0.00%
1344	CUSTOMER SERVICE SPECIALIST	1	1	0	0.00%
Location: 4135 ENGINEERING		**9**	**9**	**0**	**0.00%**
1159	CONSTRUCTION INSPECTOR SR.	2	2	0	0.00%
1160	ENGINEERING TECHNICIAN	2	2	0	0.00%
1162	DIRECTOR OF ENGR. & INFRA.	1	1	0	0.00%
1192	ADMIN. ASST. SR. PUBLIC WORKS	1	1	0	0.00%
1370	ENGINEERING CONSTRUCTION SUPER	1	1	0	0.00%
1435	PROJECT MANAGER	1	1	0	0.00%
1527	UTILITY PROJECT MANAGER	1	1	0	0.00%
Location: 4151 CODE ENFORCEMENT		**10**	**10**	**0**	**0.00%**
1086	OFFICE ASST. CODE ENFORCEMENT	1	1	0	0.00%
1087	ADMIN ASST SR. CODE ENFORCEMEN	1	1	0	0.00%
1092	CODE ENFORCEMENT OFFICER	4	4	0	0.00%
1093	SUPERVISOR CODE ENFORCEMENT	1	1	0	0.00%
1464	BUSINESS LICENSE CLERK	1	1	0	0.00%
1519	PLUMBING INSPECTOR	1	1	0	0.00%
1522	BUILDING OFFICIAL	1	1	0	0.00%
Location: 4161 ANIMAL CONTROL		**11**	**13**	**0**	**0.00%**
1094	OFFICE ASST. ANIMAL CONTROL	1	1	0	0.00%
1095	ANIMAL CONTROL OFFICER	5	5	0	0.00%
1097	KENNEL COORDINATOR	1	1	0	0.00%
1098	KENNEL WORKER	3	5	0	0.00%
1448	ANIMAL SERVICES MANAGER	1	1	0	0.00%
Location: 4181 C.E.P.		**1**	**1**	**0**	**0.00%**
1099	DEPT MGR EMERGENCY MGMT	1	1	0	0.00%
Location: 4192 COMMUNITY ENHANCEMENT		**1**	**1**	**0**	**0.00%**
1100	COMMUNITY IMPROVEMENT TECH.	1	1	0	0.00%
Location: 4211 LIBRARY		**21**	**21**	**0**	**0.00%**
1101	ADMIN. ASSISTANT LIBRARY	1	1	0	0.00%
1103	LIBRARY PAGE SENIOR	2	2	0	0.00%
1104	TECHNICIAL SERVICE ASSISTANT	1	1	0	0.00%
1105	LIBRARY ASSISTANT- CIRCULATION	2	2	0	0.00%
1107	REFERENCE ASSISTANT	1	1	0	0.00%
1109	LIBRARY CATALOGER	1	1	0	0.00%
1112	DEPARTMENT DIRECTOR LIBRARY	1	1	0	0.00%
1267	INTER LIBRARY L & R LIBRARIAN	1	1	0	0.00%
1354	YOUTH LIBRARIAN ASSISTANT	1	1	0	0.00%
1387	LIBRARY PAGE SENIOR PT	8	8	0	0.00%

Employee Turnover

Period Start Date: 8/1/2026
Period End Date: 8/31/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
1441	STEM INSTRUCTOR	1	1	0	0.00%
1474	HEAD OF CIRCULATION	1	1	0	0.00%
Location: 4221 MUSEUM		**3**	**4**	**0**	**0.00%**
1122	REGISTRAR MUSEUM	0	1	0	0.00%
1123	CURATOR OF COLLECTIONS AND EXH	1	1	0	0.00%
1124	DEPARTMENT DIRECTOR MUSEUM	1	1	0	0.00%
1303	MUSEUM EDUCATOR	1	1	0	0.00%
Location: 4231 PARKS		**31**	**34**	**1**	**3.08%**
1043	CUSTODIAN	1	1	0	0.00%
1126	ADMIN. ASSISTANT SR. PARKS	1	1	0	0.00%
1127	LABORER PARKS	10	10	0	0.00%
1128	GROUNDS MAINT WORKER PARKS	10	10	1	10.00%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
3982	CALVILLO, ADRIAN	1352102	OUTSIDE SERVICES ATTENDANT - GOLF	1/24/2022	8/31/2026

1129	GROUNDS MAINT WORKER SR PARKS	3	3	0	0.00%
1130	SUPERINTENDENT PARKS	1	1	0	0.00%
1151	DEPARTMENT DIRECTOR RECREATION	1	1	0	0.00%
1329	PARKS SUPERVISOR	1	1	0	0.00%
1419	PARKS LABORER TEMP	2	5	0	0.00%
1505	GROUNDS MAINTENANCE LEAD	1	1	0	0.00%
Location: 4232 ZOO		**6**	**6**	**0**	**0.00%**
1133	LABORER ZOO	1	1	0	0.00%
1134	ZOO KEEPER	2	2	0	0.00%
1135	GROUNDS MAINTENANCE WORKER ZOO	1	1	0	0.00%
1439	LEAD ZOO KEEPER	1	1	0	0.00%
1456	ZOO SUPERVISOR	1	1	0	0.00%
Location: 4233 GOLF		**16**	**17**	**1**	**6.06%**
1139	GROUNDS MAINT. WORKER GOLF	3	3	1	33.33%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4891	LOERA, JONATHAN	1139101	GROUNDS MAINT. WORKER GOLF	4/20/2026	8/6/2026

1141	SUPERVISOR GOLF	1	1	0	0.00%
1142	SUPERINTENDENT GOLF	1	1	0	0.00%
1331	GOLF COURSE MANAGER	1	1	0	0.00%
1351	GOLF SHOP SUPERVISOR	1	1	0	0.00%
1352	OUTSIDE SRVS ATTENDANT GOLF	3	3	0	0.00%
1353	GOLF SHOP SR ATTENDANT	2	3	0	0.00%
1365	BEVERAGE CART ATTENDANT	2	2	0	0.00%
1431	GOLF SHOP LEAD SR ATTENDANT	1	1	0	0.00%
1475	GOLF LABORER TEMP	1	1	0	0.00%

Employee Turnover

Period Start Date: 8/1/2026
Period End Date: 8/31/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
Location: 4241 RECREATION		**23**	**19**	**5**	**23.81%**
1046	FACILITIES MAINT. SPEC SR.	1	1	0	0.00%
1143	OFFICE ASSISTANT RECREATION	1	1	0	0.00%
1145	RECREATION AIDE 2	2	2	0	0.00%
1146	RECREATION LEADER	1	1	0	0.00%
1148	SUPERVISOR RECREATION	1	1	0	0.00%
1150	RECREATION MANAGER	1	1	0	0.00%
1380	RECREATION AIDE 2 PT	1	1	0	0.00%
1412	RECREATION AIDE 1 PT	6	5	2	36.36%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4724	GARCIA, ALEXIS	1444110	REC AIDE/LIFEGUARD TEMP	9/5/2025	8/29/2026
4944	MORALES, ALIYAH	1412107	RECREATION AIDE I PART TIME	6/1/2026	8/27/2026

1444	REC AID/LIFEGUARD TEMP	7	4	3	54.55%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4309	YOUNG, DESHON	1444116	REC AIDE/LIFEGUARD TEMP	5/11/2026	8/6/2026
4522	HERRERA, CAMILA	1444106	REC AIDE/LIFEGUARD TEMP	4/24/2026	8/12/2026
4898	REESE, KAILIANNE	1444105	REC AIDE/LIFEGUARD TEMP	4/24/2026	8/12/2026

1478	REC INSTRUCTOR-PART TIME	1	1	0	0.00%
1482	RECREATION LEADER SR	1	1	0	0.00%
Location: 4242 RECREATION AQUATIC POOL		**11**	**10**	**1**	**9.52%**
1383	LIFE GUARD 1 PT	8	7	1	13.33%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4685	VILLA, ADRIAN	1383104	LIFE GUARD 1 PT	7/17/2026	8/6/2026

1426	HEAD LIFEGUARD PT	2	2	0	0.00%
1442	AQUATICS SPECIALIST	1	1	0	0.00%
Location: 4243 ADULT CENTER		**1**	**1**	**0**	**0.00%**
1146	RECREATION LEADER	1	1	0	0.00%
Location: 4252 CONVENTION CENTER		**3**	**3**	**0**	**0.00%**
1322	GENERAL FACILITIES & OPER. MGR	1	1	0	0.00%
1347	ACCOUNTING MANAGER	1	1	0	0.00%
1403	OPERATIONS & HOSPITALITY SPEC.	1	1	0	0.00%
Location: 4253 VISITOR CENTER		**4**	**4**	**0**	**0.00%**
1278	GUEST SERVICES ASSOCIATE VC	2	2	0	0.00%
1280	VISITOR CENTER STORE LEAD	1	1	0	0.00%
1300	GUEST SERVICES STORE SUPV	1	1	0	0.00%
Location: 4261 PUBLIC RELATIONS		**3**	**3**	**0**	**0.00%**
1155	PUBLIC INFORMATION OFFICER	1	1	0	0.00%
1247	GRAPHIC DESIGNER	1	1	0	0.00%
1457	SPECIAL EVENT SUPERVISOR	1	1	0	0.00%

Employee Turnover

Period Start Date: 8/1/2026
Period End Date: 8/31/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
Location: 4323 STREETS		**23**	**24**	**0**	**0.00%**
1167	MAINTENANCE WORKER STREETS	9	10	0	0.00%
1168	MAINTENANCE WORKER SR. STREETS	4	4	0	0.00%
1170	EQUIPMENT OPERATOR STREETS	4	4	0	0.00%
1171	EQUIPMENT OPERATOR SR. STREETS	3	3	0	0.00%
1172	SUPERVISOR STREETS	1	1	0	0.00%
1173	SUPERINTENDENT STREETS	1	1	0	0.00%
1378	ADMIN ASSISTANT SR SPEC STREET	1	1	0	0.00%
Location: 4325 SPECIAL ELECTRONICS		**3**	**3**	**0**	**0.00%**
1165	TRAFFIC SIGNAL TECHNICIAN	2	2	0	0.00%
1166	SPECIAL ELECTRONICS SUPVR.	1	1	0	0.00%
Location: 4331 AIRPORT - ADMINISTRATION		**9**	**9**	**0**	**0.00%**
1175	ADMIN. ASSISTANT SR. RIAC	1	1	0	0.00%
1177	AIR CENTER DEPUTY DIRECTOR	1	1	0	0.00%
1434	AIRPORT CREDENTIALING SPC	1	1	0	0.00%
1479	ASST AIRPORT CRED SPECIALIST	1	1	0	0.00%
1487	RESTAURANT/BAR MANAGER	1	1	0	0.00%
1520	AIRPORT SECURITY MANAGER	1	1	0	0.00%
1521	DEPUTY AIRPORT SECURITY MGR	1	1	0	0.00%
1533	AIRPORT FINANCIAL OFFICER	1	1	0	0.00%
1534	BARTENDER/COOK PT	0	0	0	NaN
1535	OFFICE MANAGER-CONT PROP COOR	1	1	0	0.00%
Location: 4332 AIRPORT - OPERATIONS		**6**	**7**	**0**	**0.00%**
1178	FACILITIES MAINT SP. SR. RIAC	1	1	0	0.00%
1179	SUPERVISOR RIAC	1	1	0	0.00%
1180	MAINTENANCE WORKER RIAC	3	4	0	0.00%
1516	AIRPORT LABORER TEMP	1	1	0	0.00%
Location: 4341 SANITATION		**32**	**30**	**3**	**9.68%**
1183	SUPERVISOR SOLID WASTE	2	2	0	0.00%
1185	AUTOMATED COLLECTION OPERATOR	20	19	1	5.13%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4893	OROSCO, NEHEMIAH	1185115	AUTOMATED COLLECTION OPERATOR	4/20/2026	8/6/2026

1186	SOLID WASTE/FACILITY MANAGER	1	1	0	0.00%
1373	HEAVY-DUTY TECHNICIAN	4	4	0	0.00%
1374	LUBE TECHNICIAN	1	0	1	200.00%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4914	GURROLA, JOHN	1374101	LUBE TECHNICIAN	5/11/2026	8/17/2026

1375	PARTS TECHNICIAN	1	1	0	0.00%
1477	SOLID WASTE ADMIN ANALYST	1	1	0	0.00%

Employee Turnover

Period Start Date: 8/1/2026
Period End Date: 8/31/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
1480	SOLID WASTE ADMIN ASSISTANT	1	1	0	0.00%
1484	EMERGENCY VEHICLE TECHNICIAN	1	1	0	0.00%
1530	SANITATION WORKER TEMP	0	0	1	∞

Employee #	Name	Position Code	Description	Hire Date	Termination Date
1390	STAEDEN, FREDRICK	1530102	SANITATION WORKER TEMP	8/7/2026	8/18/2026

Location: 4342 LANDFILL	**10**	**10**	**0**	**0.00%**
1189 EQUIPMENT OPERATOR	5	5	0	0.00%
1191 SANITATION WORKER	1	1	0	0.00%
1330 ENVR COMPLIANCE SPECIALIST	1	1	0	0.00%
1458 SCALE HOUSE ATTENDANT	1	1	0	0.00%
1469 EQUIPMENT OPERATOR SR	1	1	0	0.00%
1532 ACCOUNTING SPECIALIST	1	1	0	0.00%
Location: 4352 WATER - CUSTOMER SERVICE	**16**	**15**	**1**	**6.45%**
1193 CUSTOMER SERVICE CLERK	8	7	1	13.33%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4712	LOPEZ, ROBERTA	1236101	EMERGENCY COMM. DISPATCHER	7/6/2026	8/24/2026

1195 UTILITIES BILLING SUPERVISOR	1	1	0	0.00%
1348 METER READER	5	5	0	0.00%
1460 UTILITIES BILLING MANAGER	1	1	0	0.00%
1481 METER READER SUPERVISOR	1	1	0	0.00%
Location: 4353 CENTRAL CONTROL	**10**	**9**	**1**	**10.53%**
1196 WATER PRODUCTION OPERATOR	5	5	0	0.00%
1269 DEPUTY SUPERINTENDENT	2	2	0	0.00%
1292 WATER PRODUCTION OPERATOR SR	1	1	0	0.00%
1489 ADMIN. WATER METER SPECIALIST	1	1	0	0.00%
1492 LEAD & COPPER TECHNICIAN TEMP	1	0	1	200.00%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4897	ROJO, JOSE	1492102	LEAD & COPPER TECHNICIAN TEMP	4/27/2026	8/25/2026

Location: 4354 PUBLIC WORKS	**33**	**35**	**0**	**0.00%**
1201 ADMIN. ASSISTANT SR. WATER	1	1	0	0.00%
1202 WAREHOUSE WORKER	1	1	0	0.00%
1203 WAREHOUSE WORKER SR.	1	1	0	0.00%
1204 W & S MAINTENANCE WORKER II	1	1	0	0.00%
1205 MAINTENANCE WORKER SR. WATER	4	4	0	0.00%
1206 EQUIPMENT OPERATOR WATER	6	6	0	0.00%
1208 SUPERINTENDENT WATER	1	1	0	0.00%
1209 SUPERVISOR WATER	1	1	0	0.00%
1266 UTILITY DIRECTOR	1	1	0	0.00%
1276 UTILITY LOCATOR TECHNICIAN	1	1	0	0.00%
1286 W & S MAINTENANCE WORKER I	11	13	0	0.00%

Employee Turnover

Period Start Date: 8/1/2026
Period End Date: 8/31/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
1309	VALVE MAINTENANCE SPECIALIST	2	2	0	0.00%
1372	UTILITY CONSTR COORDINATOR	1	1	0	0.00%
1377	METER MAINTENANCE TECHNICIAN	1	1	0	0.00%
1501	SAFETY LIAISON	0	0	0	NaN
Location: 4355 WWTP		**10**	**11**	**0**	**0.00%**
1211	ADMIN. ASSISTANT SR. WWTP	1	1	0	0.00%
1212	PRETREATMENT COORDINATOR WWTP	1	1	0	0.00%
1213	OPERATOR WWTP	4	4	0	0.00%
1214	OPERATOR SR. WWTP	1	1	0	0.00%
1215	SUPERVISOR WWTP	1	1	0	0.00%
1216	SUPERINTENDENT WWTP	1	1	0	0.00%
1283	WWTP ELECTRICIAN	1	1	0	0.00%
1311	MAINTENANCE WORKER WWTP	0	1	0	0.00%
Location: 4356 WWTP - SEWER MAINTENANCE		**5**	**4**	**1**	**22.22%**
1219	EQUIPMENT OPERATOR WWTP	3	2	1	40.00%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
3153	GURROLA, JAMES	1219105	EQUIPMENT OPERATOR WWTP	6/13/2022	8/14/2026

1454	EQUIPMENT OPERATOR SR. WWTP	2	2	0	0.00%
Location: 4358 WWTP - CITY LAB		**3**	**3**	**0**	**0.00%**
1221	LAB TECHNICIAN ASSISTANT WWTP	2	2	0	0.00%
1222	LABORATORY TECHNICIAN WWTP	1	1	0	0.00%
Location: 4411 CEMETERY		**9**	**9**	**0**	**0.00%**
1223	ADMIN. ASSISTANT CEMETERY	1	1	0	0.00%
1224	GROUNDS MAINT. WORKER CEMETERY	2	2	0	0.00%
1225	GROUNDS MAINT. WORKER SR. CEM.	3	3	0	0.00%
1226	SUPERINTENDENT CEMETERY	1	1	0	0.00%
1324	CEMETERY SUPERVISOR	1	1	0	0.00%
1470	CEMETERY LABORER TEMP	1	1	0	0.00%
Location: 4511 PECOS TRAILS TRANSIT		**17**	**17**	**1**	**5.88%**
1043	CUSTODIAN	0	0	0	NaN
1229	TRANSIT OPERATIONS SUPV II	1	1	0	0.00%
1231	VEHICLE OPERATOR TRANSIT	13	13	1	7.69%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4679	NALLIE, DEBRA	1231111	VEHICLE OPERATOR TRANSIT	3/17/2025	8/10/2026

1232	TRANSIT DIRECTOR	1	1	0	0.00%
1265	TRANSIT MANAGER	1	1	0	0.00%
1315	TRANSIT OPERATIONS SUPV I	1	1	0	0.00%
Location: 4631 INFORMATION TECHNOLOGY		**5**	**6**	**0**	**0.00%**
1233	INFORMATION TECHNOLOGY TECH.	1	1	0	0.00%
1234	DEPARTMENT DIRECTOR IT	1	1	0	0.00%

Employee Turnover

Period Start Date: 8/1/2026
Period End Date: 8/31/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
1235	IT TECHNICIAN SR.	2	2	0	0.00%
1514	SYSTEM ADMINISTRATOR	1	1	0	0.00%
1531	IT SPECIAL SYSTEMS TECH	0	1	0	0.00%
Location: 4656 CONSOLIDATED DISPATCH		**15**	**15**	**0**	**0.00%**
1236	EMERGENCY COMM. DISPATCHER	1	1	0	0.00%
1237	EMERGENCY COMM. SUPERVISOR	4	4	0	0.00%
1238	DEPARTMENT MANAGER DISPATCH	1	1	0	0.00%
1358	TERMINAL AGENCY COORDINATOR	1	1	0	0.00%
1437	EMERGENCY COMM. ADMIN ASST.	2	2	0	0.00%
1503	ASSISTANT DEPARTMENT MANAGER	1	1	0	0.00%
1528	CERTIFIED EMER COMM DISPATCHER	3	3	0	0.00%
1529	NONCERT EMER COMM DISPATCHER	2	2	0	0.00%

	City Council 11014011		
	LAST NAME	FIRST	POSITION
1	JENNINGS	TIM	MAYOR
1	HELDENBRAND	EDWARD	CITY COUNCILOR WARD 3 (M.CHAPPELL)
1	MOORE	ANGELA	CITY COUNCILOR WARD 5
1	OROPESA	JUAN	CITY COUNCILOR WARD 1
1	HALVORSON	JULIANA	CITY COUNCILOR WARD 2
1	ARNOLD	CRISTINA	CITY COUNCILOR WARD 1
1	GASS	KURT	CITY COUNCILOR WARD 3 (C.CORTEZ)
1	ARMSTRONG	RILEY	CITY COUNCILOR WARD 2 (W.CAVIN)
1	JOHNSON	DARRELL	CITY COUNCILOR WARD 4
1	CORN	ROBERT	MAYOR PRO TEM (J.HALVORSON)
1	MARRUJO	CARLOS	CITY COUNCILOR WARD 5
11			

	ADMINSTRATION 4013			
	LAST NAME	FIRST	POSITION	
1	VACANT	VACANT	CITY MANAGER (H.YNTEMA) LAST DAY 9/30/26	
1	TAYLOR	MICHAEL	DEPUTY POLICE CHIEF -DEPUTY CITY MANAGER (R.THOMPSON)	ASSISTANT CITY MANAGER EFF. 09/18/2026-NO CHANGE TO TITLE OR PERA
1	VERCIGLIO	TODD	CONSTITUENT SERVICES COORDINATOR	

3

	CITY CLERK 11014015		
	LAST NAME	**FIRST**	**POSITION**
1	MARTINEZ	AMALIA	CITY CLERK
1	GARCIA	ANGELA	DEPUTY CITY CLERK (D.ANDAZOLA)
1	MARTINEZ	SANDRA	CITY CLERK OFFICE ASSISTANT(Z.SCOTT)
1	VALDEZ	VANESSA	CITY CLERK OFFICE ASSISTANT(S.HAYES)

4

	MUNICIPAL COURT 4021		
	LAST NAME	**FIRST**	**POSITION**
1	SESKEY	JOSEPH	MUNICPAL JUDGE
1	GARCIA	RON	ACTING COURT ADMINISTRATOR
1	ORDONEZ	MARIA	COMPLIANCE OFFICER
1	ROSS	RYLEA	COMPLIANCE OFFICER
1	COFFING	DINA	BAILIFF
1	BROCKMANN	JOANN	DEPUTY COURT CLERK(J.SOLIS)
1	NUNO	GIOVANI	DEPUTY COURT CLERK (R.ROSS)
1	HERRINGTON	SIARA	DEPUTY COURT CLERK (V.TREJO)
1	IRISH	ASHLYNN	DEPUTY COURT CLERK (B.PANIAGUA)

9

	FINANCE 4041		
	LAST NAME	FIRST	POSITION
1	GOMEZ	TONI	CITY TREASURER
1	SMITH	TAMMI	ASSISTANT FINANCE DIRECTOR (T.GOMEZ)
1	GARCIA	DEANNA	FIXED ASSET ACCOUNTANT
1	SALAS	VINCENT	STAFF ACCOUNTANT(A.KEITH)
1	PEEK	ARELY	PROCUREMENT OFFICER
1	DAVIS	SEAN	GRANT/PROJECT COORDINATOR (T.VERCIGLIO)
1	HEFNER (MATHEWS)	HOLLY	PAYROLL MANAGER
1	DELACERDA	CRISTINA	ACCOUNTS PAYABLE SPECIALIST (K.LITT)
1	MORENO	ARLETTE	PURCHASING TECHNICIAN
1	GARCIA	MELISSA	PAYROLL SPECIALIST (L.ANTUNEZ)
1	LOZA	TATIANA	ACCOUNTS RECEIVABLE SPECIALIST
1	LITT	KATHYRN	ACCOUNTS PAYABLE SPECIALIST (L.LEWIS)
1	ANTUNEZ	LUCIA	SENIOR ACCOUNTANT
1	CARRILLO	STEPHANIE	ACCOUNTS RECEIVABLE SPECIALIST (L.LEWIS)
1	SALAS	CORINA	BUDGET ANALYST
1	BORUNDA	VANESSA	GRANT WRITER

16

	WATER BILLING 4352		
	LAST NAME	FIRST	POSITION
1	GONZALES	KRYSTAL	UTILITIES BILLING MANAGER (E.ALFORD)
1	HERNANDEZ	ROSALBA	UTILITIES BILLING SUPERVISOR (ADDED POSITION)
1	LUJAN	JESSICA	CUSTOMER SERVICE CLERK (L.RENTERIA)
1	RULLAN	CHRISTIAN	CUSTOMER SERVICE CLERK (A.VEGA-BARRAZA)
1	VACANT	VACANT	CUSTOMER SERVICE CLERK (R.LOPEZ)
1	PERALES	KAYLA	CUSTOMER SERVICE CLERK
1	PALLARES	HAILEE	CUSTOMER SERVICE CLERK
1	MASCARENAS	JAEDEN	CUSTOMER SERVICE CLERK (C.FORD)
1	MADISON	DEBBIE	CUSTOMER SERVICE CLERK (N.MANCHA)
1	DOMINGUEZ	YADIRA	CUSTOMER SERVICE CLERK(E.NUNEZ)
1	RAMOS	JESSE	METER READER (L.HARRELL)
1	GONZALES	ANDREW	METER READER(G.GONZALES)
1	TORREZ	MELODY	METER READER
1	PERALES	SABASTIAN	METER READER (B.MYERS)
1	ESTRADA	ERNESTO	METER READER (Z.CANNON)

1	LONGWAY	CHANTEL	METER READER SUPERVISOR

16

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	LEGAL 4051		
1	**LAST NAME**	**FIRST**	**POSITION**
1	NAIRN-MAHAN	CHRISTOPHER	CITY ATTORNEY APPOINTED EFF. 02/13/2026
1	GARCIA	THEODORO	DEPUTY CITY ATTORNEY (C.NAIRN-MAHAN)
1	MCDANIELS	RAMONA	PARALEGAL (S.VAN DYKE)
1	EATON	VICKY	CONTRACTS ADMINISTRATOR

4

	HUMAN RESOURCES 4061		
	LAST NAME	**FIRST**	**POSITION**
1	CALDWELL	CLINT	DEPARTMENT DIRECTOR H.R. (M.MONTANO)
1	BELL	SHELLY	SAFETY COORDINATOR
1	MADRIL	NAOMI	HUMAN RESOURCES MANAGER
1	BORUNDA	LORENA	SAFETY ADMIN. ASSISTANT SR.
1	BRADY	IVY	HUMAN RESOURCES SPECIALIST(S.VIGIL)
1	BRAVO	ASHLEY	HUMAN RESOURCES SPECIALIST
1	MADRIL	CORRINA	EMPLOYEE/BENEFITS SUPERVISOR
1	HUERTA	ALEENA	HUMAN RESOURCES SPECIALIST
1	ISLEY	JORDON	SAFETY LIAISON

9

	FACILITIES 4071		
	LAST NAME	**FIRST**	**POSITION**
1	MASCARENAS	NATHANIEL	PROJECT AND FACILITY MANAGER
1	VARGAS	ORLANDO	FAC MAINT LOCKSMITH TECH
1	ROSALES	ARMANDO	FACILITIES MAINT. SPECIALIST
1	HALE	NATHANIEL	FACILITIES MAINT. SPECIALIST
1	EVERLY	VALERIE	ADMIN. ASST. SENIOR FACILITIES (K.SORIA)
1	AGUILAR	MIGUEL	FAC. MAINTENANCE HVAC SPEC SR. (N.RUBIO)
1	GAMBOA	SAMUEL	FACILITIES MAINT. SPECIALIST SR.
1	PEREZ	BRANDON	FACILITIES MAINT. SPECIALIST (J.STEWART)
1	MARTINEZ	EMMANUEL	FACILITIES MAINT. SPECIALIST
1	HEFNER	DWIGHT	FACILITIES MAINT. SPECIALIST

10

	FIRE 4121		
	LAST NAME	FIRST	POSITION
1	VACANT	VACANT	ADMIN. ASSISTANT SR. FIRE(L.BORUNDA)
1	VACANT	VACANT	ADMIN. ASSISTANT SR. FIRE(J.DUNN)
1	FULLER	ZACHARY	ARFF COORDINATOR
1	JENNINGS	JARED	BATTALION CHIEF
1	MEALAND	DUSTIN	BATTALION CHIEF
1	HERNANDEZ	KEVIN	BATTALION CHIEF (D.WASHICHEK)
1	FULLER	DANIEL	DEPUTY FIRE CHIEF
1	WASHICHEK	DEREK	DEPUTY FIRE CHIEF (F.GARCIA)
1	NESS	CLAYTON	DEPUTY FIRE MARSHAL
1	CASEY	CHRISTOPHER	DEPUTY FIRE MARSHAL
1	WASHINGTON	PRESTON	DEPUTY FIRE MARSHAL
1	BUNCH	RANDY	DIVISION CHIEF - EMS
1	JORDAN	STEELER	DIVISION CHIEF (F.GARCIA)
1	HENSLEY	AUSTIN	FIRE APPARATUS OPERATOR 1
1	HERNANDEZ	MARCOS	FIRE APPARATUS OPERATOR 1
1	SMITH	ALDEN	FIRE APPARATUS OPERATOR 1
1	YOUNG	CHRISTOPHER	FIRE APPARATUS OPERATOR 1
1	MADDEN	JOSHUA	FIRE APPARATUS OPERATOR 1
1	VAZ	JARRETT	FIRE APPARATUS OPERATOR 1
1	VACANT	VACANT	FIRE APPARATUS OPERATOR 1(S.YOUNG)
1	VACANT	VACANT	FIRE APPARATUS OPERATOR 1(G.TALLABAS)
1	ZARAGOZA	SAMUEL	FIRE APPARATUS OPERATOR 1(J.BARWICK)
1	VACANT	VACANT	FIRE APPARATUS OPERATOR 1(S.MANSMITH)
1	VACANT	VACANT	FIRE APPARATUS OPERATOR 1(T.CHAVES)
1	FOSTER	MARCUS	FIRE APPARATUS OPERATOR 2
1	PORTILLO-FLORES	HEBERT	FIRE APPARATUS OPERATOR 2
1	WRIGHT	KAYLEB	FIRE APPARATUS OPERATOR 2
1	ESPINOZA	DEVIN	FIRE APPARATUS OPERATOR 2
1	MONTGOMERY	CHESTER	FIRE APPARATUS OPERATOR 2
1	MUNOZ	JOSE	FIRE APPARATUS OPERATOR 2
1	NICHOLSON III	BURNIE	FIRE APPARATUS OPERATOR 2

1	TROST	GAVIN	FIRE APPARATUS OPERATOR 2
1	VILLAFANA	ERICK	FIRE APPARATUS OPERATOR 2
1	MUNOZ	CHRISTOPHER	FIRE APPARATUS OPERATOR 2
1	LOUDERMILK	JIMMY	FIRE APPARATUS OPERATOR 2
1	COX	K-DIN	FIRE APPARATUS OPERATOR 2 (J.IRISH)
1	MANSMITH	SEBASTIAN	FIRE APPARATUS OPERATOR 2(J.CARPENTER)
1	ZARAGOZA GARAY	PABLO	FIRE APPARATUS OPERATOR 2(J.HIGGINS)
1	TALLABAS	GONZALO	FIRE APPARATUS OPERATOR 2(J.HUGGINS)
1	FLOYD	GARRETT	FIRE APPARATUS OPERATOR 3
1	CHAVEZ	STEVE	FIRE CHIEF (M.MILLER)
1	GALLEGOS	PAUL	FIRE LIEUTENANT 1
1	MARTINEZ	ROBERT	FIRE LIEUTENANT 1
1	MORALES	ERIC	FIRE LIEUTENANT 1
1	PEREZ	JOSHUA	FIRE LIEUTENANT 1
1	GARCIA	FERNANDO	FIRE LIEUTENANT 1
1	YOUNG	SHAWN	FIRE LIEUTENANT 1
1	CARPENTER	JAKE	FIRE LIEUTENANT 2
1	BARWICK	JORDAN	FIRE LIEUTENANT 2
1	BATISTA	THOMAS	FIRE LIEUTENANT 2
1	CRUMP	DATON	FIRE LIEUTENANT 2
1	FORD	TYLER	FIRE LIEUTENANT 2
1	HARPER	COLTTON	FIRE LIEUTENANT 2
1	MASON	THADDEUS	FIRE LIEUTENANT 2
1	CAMPBELL	KENT	FIRE LIEUTENANT 2 (D.MEALAND)
1	GARCIA	CARLOS	FIRE LIEUTENANT 2 (T.GRAHAM)
1	RETA	RAYMOND	FIRE LIEUTENANT 2(D.RAGSDALE)
1	HUGGINS	JERID	FIRE LIEUTENANT 2(K.WRIGHT)
1	BARNCASTLE	KENNETH	FIRE LIEUTENANT 3
1	BELL	RICHARD	FIRE LIEUTENANT 3
1	BOYD	LAWRENCE	FIRE LIEUTENANT 3
1	DORRANCE	JUSTIN	FIRE LIEUTENANT 3
1	EVANS	JASON	FIRE LIEUTENANT 3
1	IRISH	JOSHUA	FIRE LIEUTENANT 3

1	OLIVE	JARED	FIRE MARSHAL
1	GONZALEZ	MILENNA	FIRE PREVENTION ADMIN. ASSIST(Z.THOMPSON)
1	ARAGON	MANUEL	FIREFIGHTER 1
1	DOMINGUEZ	AARON	FIREFIGHTER 1
1	GARCIA	ERNESTO	FIREFIGHTER 1(B.DUECKER)
1	HUNT	DONOVAN	FIREFIGHTER 1
1	MARTINEZ	MASON	FIREFIGHTER 1
1	MENDOZA	ANTONIO	FIREFIGHTER 1
1	REESE-SOLIS	NOAH	FIREFIGHTER 1
1	RONQUILLO	ERICK	FIREFIGHTER 1
1	SILVA	RICARDO	FIREFIGHTER 1
1	STURZA	BRAND	FIREFIGHTER 1
1	KING	LUKAS	FIREFIGHTER 1
1	GOMEZ	GABRIEL	FIREFIGHTER 1 (J.GONZALEZ)
1	CASTILLO	ESAU	FIREFIGHTER 1 (S.ZARAGOZA)
1	NAVARRO	STEVEN	FIREFIGHTER 1(B.JAMES)
1	VALDEZ	JAVIER	FIREFIGHTER 1(C.MUNOZ)
1	GREEN	JARON	FIREFIGHTER 2
1	LEWIS	KAYLA	FIREFIGHTER 2(C.MUNOZ)
1	QUINONES	SIMON	FIREFIGHTER 2(K.WRIGHT)
1	AGUILAR	CHRISTOPHER	FIREFIGHTER 3
1	DUNNAHOO	AIDEN	FIREIGHTER RECRUIT
1	MENDEZ	YANDEL	FIREFIGHTER RECRUIT
1	CHAVEZ	ANGEL	FIREFIGHTER RECRUIT
1	MEZA	JASUS	FIREFIGHTER RECRUIT
1	TRUJILLO	AARON	FIREFIGHTER RECRUIT (F.COBAIN VALENCIA)
1	DURAN	ROMAN	FIREFIGHTER RECRUIT (L.VEGA)
1	DURAN	JOSIAH	FIREFIGHTER RECRUIT (N.DEANDA)
1	TOSCANO	ABRAHAM	FIREFIGHTER RECRUIT(A.ALVIDREZ)
1	VENZOR	MANUEL	FIREFIGHTER RECRUIT(E.CASTILLO)
1	MARTINEZ	EDUARDO	FIREFIGHTER RECRUIT
1	TARIN	NICHOLAS	FIREFIGHTER RECRUIT(S.ARCHULETA)

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	PUBLIC SAFETY 4125		
	LAST NAME	FIRST	POSITION
1	PORTILLO	TAMARA	EMS CAPTAIN
1	JURADO	ARIANA	ADMIN ASSISTANT SR. EMS(J.GANT LIKENS)
1	HARDY	CARRIE	EMS LIEUTENANT
1	FLEMING	KYLA	EMS LIEUTENANT
1	GOODWIN	JAESON	EMS LIEUTENANT
0.5	HERNANDEZ	ALYSSA	EMT BASIC PT
1	HARDY	MADISON	EMT BASIC
1	DUNLAP	LISA	EMT BASIC
1	TORRES	LETICIA	EMT BASIC
1	NAVA	ALYSSA	EMT BASIC
1	NASON	FAITH	EMT BASIC
0.5	RINCON	TAYLOR	EMT BASIC PT
1	VAZQUEZ	EZMERALDA	EMT BASIC
1	VACANT	VACANT	EMS RECRUIT
1	KING	HOLLEE	EMT BASIC(P.JONES)
1	BAEZA	VIANKA	EMT BASIC
1	DUNLAP	LISA	EMT BASIC
1	LERMA	RUBY	EMT BASIC
1	HARDY	MADISON	EMT BASIC
1	VACANT	VACANT	EMT BASIC(C.BACA DOT 9/21/26)
1	COLTER	TIA	EMT BASIC
1	REGALADO	JASMINE	EMT ADVANCED
1	TORRERO GONZALEZ	ALBERTO	EMT ADVANCED
1	HORTON	MANUEL	EMT ADVANCED
1	CAIN	ROBERT	EMT ADVANCED
1	VILLAGRAN	AMY	EMT ADVANCED
1	TAYLOR	COURTNEY	EMT ADVANCED
1	TAYLOR	CHARLOTTE	EMT ADVANCED
1	HORTON	MANUEL	EMT ADVANCED
1	TORRERO-GONZALEZ	ALBERTO	EMT ADVANCED

1	FORD	RYLAN	EMT ADVANCED
1	SCIFRES	DEREK	EMT ADVANCED
1	VACANT	VACANT	EMT ADVANCED
1	VACANT	VACANT	EMT ADVANCED
1	VACANT	VACANT	EMT ADVANCED
1	VACANT	VACANT	EMT ADVANCED
1	VACANT	VACANT	EMT ADVANCED
1	COATS	AARON	EMT PARAMEDIC
1	MCDOWELL	MADISON	EMT PARAMEDIC
1	SCOTT-CIHIY	MARI	EMT PARAMEDIC
1	NASON	STACIE	EMT PARAMEDIC
1	VACANT	VACANT	EMT PARAMEDIC(C.KING)
1	VACANT	VACANT	EMT PARAMEDIC(B.BENTON)
1	PRESCOTT	COLLIN	EMT PARAMEDIC
1	SCOTT-CIHIY	MARI	EMT PARAMEDIC
0.5	GIRRARD	NATHANIEL	EMT PARAMEDIC PT
1	VACANT	VACANT	EMT PARAMEDIC
1	VACANT	VACANT	EMT PARAMEDIC
1	VACANT	VACANT	EMT PARAMEDIC

47.5

143.5

	POLICE 4111			
	LAST NAME	FIRST	POSITION	
1	BALDONADO	MYKNA	ADMIN. ASSISTANT POLICE	
1	ORTEGA	VANESSA	ADMIN. ASSISTANT POLICE	
1	SENA	KRISTEN	ADMIN. ASSISTANT POLICE	
1	VASQUEZ	ISABELLA	ADMIN. ASSISTANT POLICE	
1	MIRELES	VERONICA	ADMIN. ASSISTANT POLICE (V.AMAYA)	
1	SOTO	YAZMIN	ADMIN. ASSISTANT SR. POLICE	
1	LARA	LORETTA	ADMIN. ASSISTANT SR. POLICE	
1	ORTIZ	NORMA	ADMIN. ASSISTANT SR. POLICE	
1	VACANT	VACANT	ADMIN. ASST. POLICE	
1	LOPEZ	FREDDIE	CUSTODIAN (L.SKIPPER)	
1	CRAINE	RYAN	DEPUTY POLICE CHIEF	
1	TAYLOR	MICHAEL	DEPUTY POLICE CHIEF	**ASSISTANT CITY MANAGER EFF. 09/18/2026**
1	BASILE	GINO	DETECTIVE	
1	JUAREZ	CASSANDRA	DETECTIVE	
1	WENTLAND	SKYE	DETECTIVE	
1	BARRIENTOS	MIGUEL	DETECTIVE	
1	FRANKLIN	LOGAN	DETECTIVE	
1	SHAPPARD	MATTHEW	DETECTIVE (E.CASTILLO)	
1	WILLIS	STEVEN	DETECTIVE (G.DOLLAR)	
1	BARELA	BRYAN	DETECTIVE (J.RULLAN)	
1	SHANNON	MICHAEL	DETECTIVE (M.FUENTES)	
1	VACANT	VACANT	DETECTIVE (N.SANTILLAN)	
1	WATKINS	CONNOR	DETECTIVE (S.DURAN)	
1	DOLLAR	JUSTIN	DETECTIVE(C.NESS)	
1	BOLANOS	VICTOR	DETECTIVE(N.MENDOZA)	
1	ORTEGA	FABIANNA	EVIDENCE PROPERTY CUSTODIAN	
1	RANGEL	LUIS	EVIDENCE PROPERTY CUSTODIAN	
1	JIMINEZ	VALERIE	EVIDENCE PROPERTY CUSTODIAN(J.MARTINEZ)	
1	COBB	APRIL	OFFICE ASSISTANT POLICE	
1	HARTMAN	AARON	OFFICE ASSISTANT POLICE	
1	HERNANDEZ	MENDY LYN	OFFICE ASSISTANT POLICE	
1	RUSSELL	DEANNE	OFFICE ASSISTANT POLICE	
1	VACANT	VACANT	OFFICE ASSISTANT POLICE (Y.OLVERA)	

1	COBB	RAYLINN	OFFICE ASSISTANT POLICE (K.SENA)
1	SHARPE	RAYMOND	POLICE CAPTAIN
1	SMITH	JOE	POLICE CAPTAIN
1	ALDANA-LOPEZ	ALBERTO	POLICE CHIEF (L.BATEMAN)
1	FRY	MICHAEL	POLICE LIEUTENANT
1	RHODES	ADAM	POLICE LIEUTENANT
1	NGUYEN	TRONG	POLICE LIEUTENANT (R. SMITH)
1	THOMAS	DYLAN	POLICE LIEUTENANT (R.CRAINE)
1	BARLEEN	ALEXANDER	POLICE LIEUTENANT(M.MAHONE)
1	ALVIDREZ	NATHAN	POLICE OFFICER 1
1	AREBALOS	ANDRES	POLICE OFFICER 1
1	BURKHART	CLAYTON	POLICE OFFICER 1
1	DILLEY	CODI	POLICE OFFICER 1
1	FULKERSON	CHRISTIAN	POLICE OFFICER 1
1	GALLEGOS	ANNALICIA	POLICE OFFICER 1
1	MCINNES	RYON	POLICE OFFICER 1 (J.GAMBOA)
1	HUNTER	ASHLEY	POLICE OFFICER 1
1	HURTADO	JUANITA	POLICE OFFICER 1
1	LANDFAIR	JAMES	POLICE OFFICER 1
1	MACIAS	GUSTAVO	POLICE OFFICER 1
1	VARGAS	ALEXANDER	POLICE OFFICER 1
1	CONTRERAS	GABRIELLA	POLICE OFFICER 1
1	PADILLA	EDUARDO	POLICE OFFICER 1
1	SALINAS	ALMA	POLICE OFFICER 1
1	BRADY	GREGGORY	POLICE OFFICER 1
1	FLORES	MELICIO	POLICE OFFICER 1
1	MARTELL VILLA	KEIDY	POLICE OFFICER 1
1	VILLALOBOS	DOMINIC	POLICE OFFICER 1
1	SANCHEZ	BRYCE	POLICE OFFICER 1
1	GONZALES	AARON	POLICE OFFICER 1
1	BALBINO	ANTONIO	POLICE OFFICER 1
1	ACOSTA	CARLOS	POLICE OFFICER 1
1	VILLA	LUIS	POLICE OFFICER 1
1	FUENTES	MIKOLAS	POLICE OFFICER 1
1	HUNTSMAN	STARRETT	POLICE OFFICER 1 (R. BONILLA)

1	DELACRUZ	ROBERTO	POLICE OFFICER 1
1	MAYERS	JAMES	POLICE OFFICER 1 (C.WATKINS)
1	NUNEZ	MIGUEL	POLICE OFFICER 2
1	CARDIEL BECERRA	LUIS	POLICE OFFICER 2
1	FUENTES	MATTHEW	POLICE OFFICER 2
1	GONZALES	CRISTAL	POLICE OFFICER 2
1	GONZALES-OLIVAS	BIANCA	POLICE OFFICER 2
1	MATA	ESTEVAN	POLICE OFFICER 2
1	JIMENEZ	ADRIAN	POLICE OFFICER 2
1	PRITCHARD	EVAN	POLICE OFFICER 2
1	TORREZ	NOAH	POLICE OFFICER 2
1	FLOTT	DANNY	POLICE OFFICER 2
1	GONZALEZ	HUGO	POLICE OFFICER 2
1	CANDELARIA	JEROD	POLICE OFFICER 2
1	ROMERO	ANNA	POLICE OFFICER 2
1	CARDIEL BACERRA	ROBERTO	POLICE OFFICER 2
1	BRISCO	TYLER	POLICE OFFICER 2 (B.BARELA)
1	GAMBOA	JONAH	POLICE OFFICER 2 (D.IRVIN)
1	CASTILLO	JAIME	POLICE OFFICER 2 (E.FLOTT)
1	MORALES	DOMICIO	POLICE OFFICER 2 (J.DOLLAR)
1	FONTANEZ	DANIEL	POLICE OFFICER 2 (U.JIMENEZ)
1	VACANT	VACANT	POLICE OFFICER 2(N.BERUMEN)
1	VACANT	VACANT	POLICE OFFICER 2(P.SILVAS)
1	DAVEY	GEORGIA	POLICE RECORDS SUPERVISOR
1	FLORES	JONATHAN	POLICE RECRUIT
1	VACANT	VACANT	POLICE RECRUIT (M.JONES)
1	MEDEZ	ULRICH	POLICE RECRUIT (M.TERAN ISLAS)
1	DE LOS SANTOS	GREG	POLICE RECRUIT
1	TALAMANTES RAMIREZ	LUIS	POLICE RECRUIT
1	TARIN MEDINA	ROSARIO	POLICE RECRUIT (F.VIGIL)
1	ROOK	BRAYDEN	POLICE RECRUIT (T.ANGELL)
1	ATENCIO	ABREM	POLICE SERGEANT
1	BAILEY	BRADLEY	POLICE SERGEANT
1	BEST	MICHAEL	POLICE SERGEANT
1	CAVIN	CHANCE	POLICE SERGEANT

1	LOYA	HUMBERTO	POLICE SERGEANT
1	NGUYEN	TAN	POLICE SERGEANT
1	REESE	TREVIS	POLICE SERGEANT
1	RODRIQUEZ	RANDY	POLICE SERGEANT
1	WRENN	SCOTT	POLICE SERGEANT
1	DURAN	SHAYE	POLICE SERGEANT (A.BARLEEN)
1	SANTILLAN	NARCISO	POLICE SERGEANT (B.JEFFERSON)
1	VACANT	VACANT	POLICE SERGEANT (D.THOMAS)
1	VACANT	VACANT	POLICE SERGEANT (T.NGUYEN)
1	PAYNE	MICHAEL	POLICE SERV AIDE CAREER PATH
1	CARRILLO	GABRIEL	POLICE SERV AIDE CAREER PATH
1	MORALES	ANTONIO	POLICE SERV AIDE CAREER PATH
1	PROA	ANTHONY	POLICE SERV AIDE CAREER PATH (A.BALBINO)
1	VACANT	VACANT	POLICE SERV AIDE CAREER PATH (L.VILLA)
1	VACANT	VACANT	POLICE SERV AIDE CAREER PATH(G.DE LOS SANTOS)
1	CUNNINGHAM	SHELBY	REAL TIME CRIME CENTER OPERATOR
1	WEAVER	JANE	REAL TIME CRIME CENTER OPERATOR
1	MADRID	ANALEE	TECHNICAL SERVICE UNIT SENIOR
1	NGUYEN	SHADY	TECHNICAL SERVICE UNIT SENIOR
1	SHARPE	ANGELA	TECHNICAL SERVICE UNIT SENIOR
1	LOVATO	CHRISTINA	TSU CRIME SCENE TECHNICIAN
1	MARTINEZ	JOAQUIN	TSU CRIME SCENE TECHNICIAN(C.AGUIRRE)

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	PLANNING AND ZONING 4131		
	LAST NAME	**FIRST**	**POSITION**
1	VICKERS	JESSICA	COMMUNITY DEVELOPMENT DIRECTOR
1	HILDRETH	MERIDETH	PLANNER SENIOR
1	DELEON	ESPERANZA	PLANNER II (M.MARTINEZ)
1	MENDOZA	OMARR	COMMUNITY DEVELOPMENT PRP TECH (T.VERCIGLIO)
1	RIVERA	JENNIFER	CUSTOMER SERVICE SPECIALIST (E.MELGAREJO)

5

	CODE ENFORCEMENT 4151		
	LAST NAME	**FIRST**	**POSITION**
1	BARTLETT	ARACELI	ADMIN ASST SR. CODE ENFORCEMENT
1	VACANT	VACANT	BUILDING OFFICIAL(W.BUTTS DOT 9/14/26)
1	VACANT	VACANT	BUILDING INSPECTOR (M.CHRISTENSEN)
1	FRANCO	TOBY	SUPERVISOR CODE ENFORCEMENT
1	GARCIA	GUSTAVO	PLUMBING INSPECTOR
1	VACANT	VACANT	ELECTRICAL INSPECTOR (B.WALDEN)
1	REYES	JESSICA	BUSINESS LICENSE CLERK
1	GAMBOA	CASSANDRA	OFFICE ASST. CODE ENFORCEMENT
1	ROMERO	CARLOS	CODE ENFORCEMENT OFFICER
1	MEDRANO	RICHARD	CODE ENFORCEMENT OFFICER
1	ORONA	EMILIANO	CODE ENFORCEMENT OFFICER
1	RODRIGUEZ	RICARDO	CODE ENFORCEMENT OFFICER
1	LUJAN	RAYMOND	COMMUNITY IMPROVEMENT TECH

13

18

	ENGINEERING 4135		
	LAST NAME	FIRST	POSITION
1	VACANT	VACANT	GEOGRAPHIC INFORMATION SYSTEM(G.ALLEN)
1	ZAPATA	RAMON	CONSTRUCTION INSPECTOR SR. (F.DERAS)
1	LOPEZ	BERNADETTE	ADMIN. ASST. SR. PUBLIC WORKS
1	MACCORNACK	JAMES	DIRECTOR OF ENGR. & INFRA.
1	HELLMERS	TRISTEN	ENGINEERING TECHNICIAN (G.NEVAREZ)
1	DERAS	FRANCO	ENGINEERING CONSTRUCTION SUPER (T.MCALISTER)
1	SEXE	JAMES	ENGINEERING TECHNICIAN
1	TORRES	ALEJANDRO	CONSTRUCTION INSPECTOR SR.(L.ROMERO II)
1	ROGERS	LEE	PROJECT MANAGER
1	ROMERO II	LOUIS	UTILITY PROJECT MANAGER
1	VACANT	VACANT	CONSTRUCTION INSPECTOR (S.BOGGS)

11

	ANIMAL CONTROL 4161		
	LAST NAME	**FIRST**	**POSITION**
1	RENTERIA	ERYN	ANIMAL CONTROL OFFICER(S.ARAGON-TORRES)
1	SALAS	THOMAS	KENNEL WORKER (T.SHUGART)
1	CHAVEZ	JAKE	ANIMAL CONTROL OFFICER
1	GANDARA	LORENZO	ANIMAL CONTROL OFFICER
1	GONZALES	ALEXIS	ANIMAL CONTROL OFFICER
1	TORRES	MARY	OFFICE ASST. ANIMAL CONTROL (K.KUEHN)
1	ESPINOZA	JOEL	KENNEL WORKER(M.TEGEDA)
1	MAIROT	SHANTEL	ANIMAL SERVICES MANAGER
1	MARIANO	SHARMIA	KENNEL WORKER (S.BECKER)
1	VACANT	VACANT	KENNEL WORKER(K.VEGA)
1	KUEHN	KYRA	KENNEL COORDINATOR(S.MCKELVEY)
1	NEVAREZ	GUADALUPE	ANIMAL CONTROL OFFICER
1	MORALES	MACKENZIE	KENNEL WORKER (M.TORRES)
1	ANAYA	PHILLIP	KENNEL WORKER (C.MEZA)

14

	EMERGENCY MANAGEMENT 4181			
	LAST NAME	FIRST	POSITION	
1	SANDERS	KAREN	DEPT MGR EMERGENCY MGMT	
1	VACANT	VACANT	EMERGENCY MANAGEMENT SPECIALIST	NEW POSITION. HAS NOT BEEN POSTED YET

2

	PARKS 4231			
	LAST NAME	FIRST	POSITION	NOTES
1	BURRESS	JAMES	DEPARTMENT DIRECTOR RECREATION	
1	CHAVEZ	ANSELMO	SUPERINTENDENT PARKS	
1	CASTILLO	ROBERT	PARKS SUPERVISOR	
1	DICKERSON	ROBERT	GROUNDS MAINTENANCE LEAD	
1	RUIZ	MONIQUE	ADMIN. ASSISTANT SR. PARKS	
1	GONZALES-SANCHEZ	MARTA	CUSTODIAN	
1	VACANT	VACANT	GROUNDS MAINT WORKER SR PARKS(D.MUNOZ)	
1	WATTERS	STEPHEN	GROUNDS MAINT WORKER SR PARKS	
1	LOERA DURON	LUIZ	GROUNDS MAINT WORKER SR PARKS	
1	COLLINS JR	JOHNNY	GROUNDS MAINT WORKER SR PARKS	
1	SANCHEZ	ROGELIO	GROUNDS MAINT WORKER PARKS	
1	SANCHEZ	JOSE	GROUNDS MAINT WORKER PARKS	
1	BORUNDA	LUIS	GROUNDS MAINT WORKER PARKS	
1	MASLIAN	MARK	GROUNDS MAINT WORKER PARKS	
1	OAXACA	VICTOR	GROUNDS MAINT WORKER PARKS(E. HERNANDEZ)	
1	LARA	RAYMOND	GROUNDS MAINT WORKER PARKS	
1	WALKER	FRANCISCO	GROUNDS MAINT WORKER PARKS (X.GONZALES)	
1	PERALES	JESUS	GROUNDS MAINT WORKER PARKS	
1	LUCERO	CHRISTOPHER	GROUNDS MAINT WORKER PARKS (A.CALVILLO)	
1	BENITEZ	GILBERT	GROUNDS MAINT WORKER PARKS (E. MARIANO)	
1	GENSLER	WALTER	GROUNDS MAINTENANCE WORKER ZOO (E.LUCERO)	
1	AVERY	KEVIN	LABORER PARKS	
1	LOERA	JUAN	LABORER PARKS	
1	BAUTISTA	FRANCISCO	LABORER PARKS(G.BENITEZ)	
1	JUAREZ	RICHARD	LABORER PARKS(F.WALKER)	
1	RUIZ	VICTORIO	LABORER PARKS	
1	MUNOZ	DOMINIC	LABORER PARKS	
1	FIERRO	ANGELO	LABORER PARKS(W.GENSLER)	
1	VACANT	VACANT	LABORER PARKS(D.SEDILLO)	
1	YOUNGBLOOD	ROBERT	LABORER PARKS	
1	VACANT	VACANT	LABORER PARK (B.ENDECOTT)	

1	MORGAN	NATHAN	LABORER PARKS (M.MOLINA)
1	JAMES	GARY TRAVIS	LABORER ZOO
0.5	VACANT	VACANT	PARKS LABORER TEMP(C.LUCERO)
0.5	GARCIA	JACOB	PARKS LABORER TEMP
0.5	VACANT	VACANT	PARKS LABORER TEMP(R.JUAREZ PROMO EFF. 09/18/2026)
0.5	SOLIS	JOSE	PARKS LABORER TEMP (M.SIGALA)
0.5	JUAREZ	MARIO	PARKS LABORER TEMP

35.5

	REC 4241		
	LAST NAME	FIRST	POSITION
0.5	WASHINTGON	JAVIREY	REC AID/LIFEGUARD TEMP (R.ROMERO)
0.5	TARIN	JOEL	REC AID/LIFEGUARD TEMP
0.5	GUEVARA	DANIEL	REC AID/LIFEGUARD TEMP (A.GARCIA)
0.5	CHAVIRA	AMARI	REC AID/LIFEGUARD TEMP
0.5	VACANT	VACANT	BASKETBALL OFFICAL TEMP (D.YOUNG)
0.5	VACANT	VACANT	BASKETBALL OFFICAL TEMP (N.HARDWICK)
0.5	VACANT	VACANT	BASKETBALL OFFICIAL TEMP (J.PEREZ)
0.5	VACANT	VACANT	BASKETBALL OFFICIAL TEMP (K.REESE)
0.5	VACANT	VACANT	BASKETBALL OFFICIAL TEMP (E.AVITIA)
0.5	VACANT	VACANT	BASKETBALL OFFICIAL TEMP (C.HERRERA)
0.5	VACANT	VACANT	BASKETBALL OFFICIAL TEMP (I.MESTAS)
0.5	VACANT	VACANT	BASKETBALL OFFICIAL TEMP (C.GRADO)
0.5	VACANT	VACANT	BASKETBALL OFFICIAL TEMP (C.GOAR)
0.5	VACANT	VACANT	BASKETBALL OFFICIAL TEMP (J.CASTILLO)
0.5	VACANT	VACANT	BASKETBALL OFFICIAL TEMP (KA.REESE)
0.5	DIAZ	JOSIAH	RECREATION AIDE 1 PT (E.MENDOZA)
0.5	VACANT	VACANT	RECREATION AIDE 1 PT (A.GARCIA)
0.5	MEDRANO	RAELYNN	RECREATION AIDE 1 PT (A.BOLANOS)
0.5	TOLENTINO	NAJILA	RECREATION AIDE 1 PT (E.MARTINEZ)
0.5	CHAPA	NICHOLAS	RECREATION AIDE 1 PT (N.HADWICK)
0.5	ROMERO	MARYSSA	RECREATION AIDE 1 PT(C.GRADO)
0.5	VACANT	VACANT	RECREATION AIDE 1 PT (A.MORALES)
0.5	CARRETE	JUAN	RECREATION AIDE 1 PT(S.BENAVIDEZ)
1	SARVER	MARISSA	RECREATION AIDE 2
1	GALVAN	CYNTHIA	RECREATION AIDE 2(A.MANZANARES)
0.5	CHAVEZ	JAKE	RECREATION AIDE 2 PT(S.PRUDENCIO WILLIAMS)
1	CHEATEM	JOSEPH	RECREATION CENTER SUPERVISOR(A.HUNTER)
0.5	ALVARADO	ROSARIO	RECREATION INSTRUCTOR PT
0.5	VACANT	VACANT	RECREATION INSTRUCTOR PT
1	PENA	LARRY	FACILITIES MAINT. SPECIALIST SR
1	FRANCO	DANIEL	OFFICE ASSISTANT RECREATION
1	PLUMMER	THOMAS	RECREATION LEADER
1	VILLALPANDO II	SERGIO	RECREATION LEADER SR.(T.SHULTZ)

1	HUNTER	APRIL	RECREATION MANAGER
21			

ADULT CENTER 4243		
LAST NAME	**FIRST**	**POSITION**
1 VAILLETTE	OTHILA	RECREATION LEADER
1		

AQUATICS POOL 4242		
LAST NAME	**FIRST**	**POSITION**
1 RUIZ	RUBI	AQUATICS SPECIALIST
0.5 DOZIER	JADE	HEAD LIFEGUARD PT(M.MONTELONGO)
0.5 SMITH	PARKER	HEAD LIFEGUARD PT (M.VENZOR)
0.5 ANDREAS	BLAED	LIFE GUARD 1 PT (A.VILLA)
0.5 BURROLA	EZEKIEL	LIFE GUARD 1 PT (J.FLORES)
0.5 GARNAND	CHLOE	LIFE GUARD 1 PT (B.MCCREARY)
0.5 VACANT	VACANT	LIFE GUARD 1 PT (J.DOZIER)
0.5 VACANT	VACANT	LIFE GUARD 1 PT (B.PURCELL)
0.5 VACANT	VACANT	LIFE GUARD 1 PT (A.VILLA)
0.5 CHAVIRA	EDEN	LIFE GUARD 1 PT (K.NICHOLS)
0.5 VACANT	VACANT	LIFE GUARD 1 PT (M.CAMPOS)
0.5 SOSA	TATUM	LIFE GUARD 1 PT (O.CARRANZA)
0.5 RANGEL	SIENNA	LIFE GUARD 1 PT
0.5 VACANT	VACANT	LIFE GUARD 1 PT
0.5 ABALOS	PAYTON	LIFE GUARD 1 PT(H.ARRIETA)
8		

30.0

	LIBRARY 4211		
	LAST NAME	FIRST	POSITION
0.5	GARDUNO	DEANNE	LIBRARY PAGE SENIOR PT(P.AMAYA)
1	BENNETT	JANE	LIBRARY PAGE SENIOR
1	BERNAL	DIANA	YOUTH LIBRARIAN ASSISTANT
1	BRIGGS	ROBERT	INTER LIBRARY L & R LIBRARIAN
1	COSTLEY	ENID	DEPARTMENT DIRECTOR LIBRARY
0.5	COLE	RYLIE	LIBRARY PAGE SENIOR PT(R.MELENDEZ)
0.5	GANDARA	JACQUELINE	LIBRARY PAGE SENIOR
1	HUMARAN	PRISCILA	LIBRARY ASSISTANT- CIRCULATION (L.EMERSON)
1	IFFERGAN	CHRISTI	LIBRARY CATALOGER (K.WEBB)
0.5	LOBATO	CHRISTOPHER	ADMIN. ASSISTANT LIBRARY
1	MANDUGARO	ELIA	TECHNICAL SERVICE ASSISTANT
0.5	MEYERS	JESSICA	LIBRARY PAGE SENIOR PT
1	NYHOFF	JOSHUA	HEAD OF CIRCULATION(R.BRIGGS)
1	VACANT	VACANT	YOUTH SERVICES SUPERVISOR(R.ORTIZ)
0.5	PEREZ	SAMANTHA	LIBRARY PAGE SENIOR PT
0.5	RUIZ	NICOLE	REFERENCE ASSISTANT
0.5	GALLEGOS	GABRIELLA	LIBRARY PAGE SENIOR PT (D.RUIZ)
0.5	SELF	ANNA	LIBRARY PAGE SENIOR PT
0.5	TOZIER	EDRICE	LIBRARY PAGE SENIOR PT
1	ROCK	MEGAN	STEM INSTRUCTOR
1	EMERSON	LACEY	LIBRARY ASSISTANT- CIRCULATION(J.NYHOFF)
0.5	OLIVAS	QUIANNALEI	LIBRARY PAGE SENIOR PT
16.5			

	Public Affairs - GF 4261		
	LAST NAME	**FIRST**	**POSITION**
1	WILDERMUTH	TODD	PUBLIC INFORMATION OFFICER
1	CONYERS	TOMMI JO	SPECIAL EVENT SUPERVISOR
1	MARK	SARAH	GRAPHIC DESIGNER

3

	ZOO 4232		
	LAST NAME	**FIRST**	**POSITION**
1	MUNOZ	AMY	ZOO SUPERVISOR
1	MEEKS	AYRIN B	LEAD ZOO KEEPER
1	CORMAN	WILLIAM	ZOO KEEPER (T.SMITH)
1	AUDIS	AMBER	ZOO KEEPER (D.BROOKS)

4

	GOLF 4233		
	LAST NAME	FIRST	POSITION
1	BLEWETT	DAVID	SUPERINTENDENT GOLF
1	VANDENBOUT	TIMOTHY	GOLF COURSE MANAGER
1	LOPEZ	PATRICK	SUPERVISOR GOLF
1	ALLEN	JONATHAN	GOLF SHOP SUPERVISOR
1	BHAKTA	RITESH	GOLF SHOP LEAD SR ATTENDANT (C.WARD)
1	ERVIN	RICK	GROUNDS MAINT. WORKER GOLF(J.LOERA)
1	MOTA	LEO	GOLF SHOP SR ATTENDANT(R.BHAKTA)
1	BURROW	PAUL	GOLF SHOP SR ATTENDANT(P.BURROW)
1	KUNKO	GRIFFEN	GOLF SHOP SR ATTENDANT (F.ANAYA)
1	SANCHEZ	BENITO	GROUNDS MAINT. WORKER GOLF(S.ROMERO)
1	VACANT	VACANT	GROUNDS MAINT. WORKER GOLF(E.EDWARDS)
1	ARAGON	ROBERT	GROUNDS MAINT. WORKER GOLF
0.5	BROWN	LAURA	PT BEVERAGE CART ATTENDANT(TEMP) (B.RULLAN)
0.5	ROE	AVA	BEVERAGE CART ATTENDANT (TEMP) (H.ROE)
0.5	MENDOZA	DERYK	PT OUTSIDE SRVS ATTENDANT GOLF (TEMP) (B.MCFADIN)
0.5	MORALES	ETHAN	PT OUTSIDE SRVS ATTENDANT GOLF (TEMP)
0.5	GRAHAM	BRODYN	OUTSIDE SRVS ATTENDANT GOLF (TEMP)
0.5	RAMIREZ	DOMINIC	GOLF LABORER TEMP(L.MOTA)
0.5	VACANT	VACANT	GOLF LABORER TEMP

15.5

	VISITOR CENTER 4253		
	LAST NAME	**FIRST**	**POSITION**
1	DICKERSON	AMANDA	GUEST SERVICES STORE SUPV
0.5	PONCE	JASMINE	GUEST SERVICES ASSOCIATE VC
1	RAMIREZ	DOROTHY	VISITOR CENTER STORE LEAD
1	FREDERICK	CORY	GUEST SERVICES ASSOCIATE VC(A.VASQUEZ)
3.5			

	INFORMATION TECHNOLOGY 4631		
	LAST NAME	**FIRST**	**POSITION**
1	BECHTEL	JEFFREY	DEPARTMENT DIRECTOR IT
1	LAVOLPA	FRANK	SYSTEM ADMINISTRATOR
1	VACANT	VACANT	NETWORK ADMINISTRATOR ENGINEER(M. MCCLAIN)
1	SCOTT	ZACHARY	INFORMATION TECHNOLOGY TECH.(E.NIETO)
1	SERRANO	JOSE	IT TECHNICIAN SR.
1	POLLOCK	TIMOTHY	IT SPECIAL SYSTEMS TECH
1	LOVATO	JOSEPH	IT TECHNICIAN SR.

7

	CONSOLIDATED DISPATCH 4656			
	LAST NAME	FIRST	POSITION	
1	SHANNON	BRITTANY	ASSISTANT DEPARTMENT MANAGER DISPATCH	
1	VANCE	TRACY	CERTIFIED EMERGENCY COMM. DISPATCHER	
1	ADKINS	IRIS	CERTIFIED EMERGENCY COMM. DISPATCHER (Y.SALAS)	
1	SAUCERMAN	CAYLA	CERTIFIED EMERGENCY COMM. DISPATCHER (Y.SALAS)	
1	HERRING	ALISON	DEPARTMENT MANAGER DISPATCH (T.BEST)	
1	HELLMERS	CHEYENNE	EMERGENCY COMM. ADMIN ASST.	
1	GENSLER	HEATHER	EMERGENCY COMM. ADMIN ASST.	
1	SYKES	TERRI	EMERGENCY COMM. DISPATCHER	
1	MEALAND	BETTY	NON CERTIFIED EMERGENCY COMM. DISPATCHER	DOH: 9/25/26
1	VACANT	VACANT	EMERGENCY COMM. DISPATCHER	
1	VACANT	VACANT	EMERGENCY COMM. DISPATCHER (A.LOPEZ)	
1	VACANT	VACANT	EMERGENCY COMM. DISPATCHER (A.MONK)	
1	VACANT	VACANT	EMERGENCY COMM. DISPATCHER (C.CORRAL)	
1	OLIVAS	MYKAYA	NON CERTIFIED EMERGENCY COMM. DISPATCHER (J.SERRANO)	
1	MCKENNA	KELI	EMERGENCY COMM. SUPERVISOR	
1	DOMINGUEZ	JOSEPH	EMERGENCY COMM. SUPERVISOR	
1	AGUILAR (VILLARREAL)	RAE-LYNN	EMERGENCY COMM. SUPERVISOR	
1	ROMERO	ROBERT	EMERGENCY COMM. SUPERVISOR	
1	MURCH	STAR	NON CERTIFIED EMERGENCY COMM. DISPATCHER (B.WESTON)	
1	CAMPBELL	ASHLEY	NON CERTIFIED EMERGENCY COMM. DISPATCHER (T.VANCE)	
1	VACANT	VACANT	OPERATIONS SUPERVISOR	
1	WYCHE DOMINGUEZ	CHRISTY	TERMINAL AGENCY COORDINATOR	
1	VACANT	VACANT	TRAINING COORDINATOR (B.SHANNON)	

23

	TRANSIT 4511		
	LAST NAME	**FIRST**	**POSITION**
1	HICKS	REBECKA	TRANSIT DIRECTOR
1	MENDOZA	RAYMOND	TRANSIT OPERATIONS SUPV II
1	SPARNON	MARY	TRANSIT OPERATIONS SUPV I
1	MOORE	CHRISTOPHER	TRANSIT MANAGER
1	VEGARA	LARRY	VEHICLE OPERATOR TRANSIT
1	URQUIDEZ	ANTONIA	VEHICLE OPERATOR TRANSIT
1	VACANT	VACANT	VEHICLE OPERATOR TRANSIT(N.WITHERSPOON)
1	KELLEY	KELLEY	VEHICLE OPERATOR TRANSIT(Z.GIBBS)
1	ZAVALA	ROSA	VEHICLE OPERATOR TRANSIT
1	VACANT	VACANT	VEHICLE OPERATOR TRANSIT(S.PERRY)
1	STEWART	RICKY	VEHICLE OPERATOR TRANSIT (L.SOTO)
1	VACANT	VACANT	VEHICLE OPERATOR TRANSIT(T.ORTIZ)
1	YOUNG-DILLS	MATTHEW	VEHICLE OPERATOR TRANSIT(K.HELGESON)
1	LOPEZ	ALEXIS	CUSTODIAN (F.LOPEZ)
1	WOOD	PHILLIP	VEHICLE OPERATOR TRANSIT(T.ACOSTA)
1	AGUIRRE	RAMON	VEHICLE OPERATOR TRANSIT
1	RODRIGUEZ	JACOB	VEHICLE OPERATOR TRANSIT (G.MOORE)
1	VACANT	VACANT	VEHICLE OPERATOR TRANSIT (D.NALLIE)
1	FLORES	EDMOND	VEHICLE OPERATOR TRANSIT
1	VACANT	VACANT	VEHICLE OPERATOR TRANSIT(J.SHOUFELT)
1	VACANT	VACANT	VEHICLE OPERATOR TRANSIT (M.COPELAND)
1	FIERRO FLORES	PATRICIA	VEHICLE OPERATOR TRANSIT (A.REVOLORIO)
1	GUSMAN	CHRISTOPHER	VEHICLE OPERATOR TRANSIT(R.KING)

23

	CEMETERY 4411		
	LAST NAME	**FIRST**	**POSITION**
1	ESQUIVEL	RUBEN	SUPERINTENDENT CEMETERY
1	MORALES	MATTHEW	CEMETERY SUPERVISOR
1	DIAZ	DAISY	ADMIN. ASSISTANT CEMETERY
1	CABELLO	ALFREDO	GROUNDS MAINT. WORKER SR. CEM.
1	THOMPSON	CHARLES	GROUNDS MAINT. WORKER SR. CEM.
1	MONTOYA	CRUZ	GROUNDS MAINT. WORKER SR. CEM. (T. CASTILLO)
1	VACANT	VACANT	GROUNDS MAINT. WORKER SR. CEM. (R.BROMELY)
1	SEGOVIA	HIGINIO	GROUNDS MAINT. WORKER CEMETERY
1	BARTLETT	JIM	GROUNDS MAINT. WORKER CEMETERY
1	VACANT	VACANT	GROUNDS MAINT. WORKER CEMETERY(F.LOPEZ)
1	VACANT	VACANT	GROUNDS MAINT. WORKER CEMETERY (A.HOLLOWAY)
0.5	VACANT	VACANT	CEMETERY LABORER TEMP (M.CARRILLO SUAREZ)

11.5

	MUSEUM 4221		
	LAST NAME	**FIRST**	**POSITION**
1	BROOKS	CAROLINE	DEPARTMENT DIRECTOR MUSEUM
1	WILDER	AARON	CURATOR OF COLLECTIONS AND EXH
1	PARHAM	JESSICA	MUSEUM EDUCATOR
1	SCHWAB-WHITEROCK	JADA	REGISTRAR MUSEUM (C.MEDRANO)

4

	CONVENTION CENTER 4252		
	LAST NAME	**FIRST**	**POSITION**
1	PARKER	HENRI	OPERATION AND HOSP. SPEC
1	LUJAN	ZACHARY	GENERAL FACILITIES & OPER. MGR
1	JONES	JUSTIN	ACCOUNTING MANAGER

3

	STREETS 4323		
	LAST NAME	FIRST	POSITION
1	RINCON	FRANK	SUPERINTENDENT STREETS (Q.MILLER)
1	SAVERANCE	NATHAN	SUPERVISOR STREETS (F.RINCON)
1	MCGUIGAN	STACEY	ADMIN ASSISTANT SR SPEC STREET (M.BARRAZA)
1	MARQUEZ	FRANCISCO	EQUIPMENT OPERATOR SR. STREETS
1	SMITH	ALDEN	EQUIPMENT OPERATOR SR. STREETS
1	HERNANDEZ	MARCUS	EQUIPMENT OPERATOR STREETS(M.MIRELES)
1	BERNAL	RANDALL	EQUIPMENT OPERATOR STREETS(L.ALMANZA)
1	QUINTERO	ANDREW	EQUIPMENT OPERATOR STREETS(L.ALMANZA)
1	COLLIER	ANDREW	EQUIPMENT OPERATOR SR. STREETS
1	VITAL	JOSE	EQUIPMENT OPERATOR STREETS
1	RODRIGUEZ	JUAN	MAINTENANCE WORKER SR. STREETS
1	MAHAN	HEATH	MAINTENANCE WORKER SR. STREETS
1	DELACERDA	MARCELLO	MAINTENANCE WORKER SR. STREETS
1	DURAN	EDWARD RAY	MAINTENANCE WORKER SR. STREETS
1	SANCHEZ	FELIPE	MAINTENANCE WORKER STREETS (S.BAKER)
1	STAPLETON	MIKEAL	MAINTENANCE WORKER STREETS
1	AMEZOLA	GERARDO	MAINTENANCE WORKER STREETS
1	RANDEAU	FRANK	MAINTENANCE WORKER STREETS
1	WITHERSPOON	NICHOLAS	MAINTENANCE WORKER STREETS(R.BERNAL)
1	HERNANDEZ	JOSHUA	MAINTENANCE WORKER STREETS(L.ALMANZA)
1	HARRELL	LOGAN	MAINTENANCE WORKER STREETS
1	MUNOZ	DOMINGO	MAINTENANCE WORKER STREETS(P.SANCHEZ)
1	RODRIGUEZ	RICHARD	MAINTENANCE WORKER STREETS
1	ORNELAS	VINCENT	MAINTENANCE WORKER STREETS

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	SPECIAL ELECTRONICS 4325		
	LAST NAME	FIRST	POSITION
1	BOEHMS	CLIFFORD	SPECIAL ELECTRONICS SUPVR.
1	PUKANSKY	CALEB	TRAFFIC SIGNAL TECHNICIAN

1	RODRIGUEZ-PEREZ	RAMON	TRAFFIC SIGNAL TECHNICIAN (J.MCGARVIE)

3

27

	AIRPORT 4331 & 4332		
	LAST NAME	FIRST	POSITION
1	VACANT	VACANT	DIRECTOR RIAC(R.THOMPSON)
1	FISHER	DONALD	AIRPORT SECURITY MANAGER
1	GONZALEZ	OMAR	AIR CENTER DEPUTY DIRECTOR (J.LANFOR)
1	STOGDEN	REBECCA	DEPUTY AIRPORT SECURITY MANAGER
1	SANCHEZ	MICHELLE	AIRPORT PROPERTY/CONTRACTS COR
1	VIGIL	PAUL	AIRPORT FINANCIAL OFFICER
1	PEREZ	JAMES	SUPERVISOR RIAC (P.VIGIL)
1	MORALES	ALICIA	ADMIN ASSISTANT SR RIAC (D.ANDAZOLA)
1	MONK	JOHN	FACILITIES MAINT SP. SR. RIAC
1	MASON	AMANDA	AIRPORT CREDENTIALING SPC (J.MCCLELLAND)
1	MACIAS	LUIS	ASST. AIRPORT CREDENTIALING SPECIALIST
1	VACANT	VACANT	MAINTENANCE WORKER RIAC(J.PEREZ)
1	LANCE	AUSTIN	MAINTENANCE WORKER RIAC
1	RIVERA	LEONEL	MAINTENANCE WORKER RIAC
1	HERNANDEZ	ENEAS	MAINTENANCE WORKER RIAC
1	VASQUEZ	DOMINIC	MAINTENANCE WORKER RIAC (M.MOLINA)
1	GUTIERREZ	DIONNA	RESTAURANT/BAR MANAGER
0.5	NEVAREZ	SCOTT	AIRPORT LABORER TEMP
0.5	VACANT	VACANT	COOK/BARTENDER(T.MADDEN)
0.5	SPARKMAN	HANNAH	BARTENDER/COOK PT

18.5

	SANITATION 4341		
	LAST NAME	FIRST	POSITION
1	BUSTILLOS	EMILIO	AUTOMATED COLLECTION OPERATOR (R.OTERO)
1	CHAPARRO	ABRAHAM	SOLID WASTE/FACILITY MANAGER
1	CHAVIRA	JESUS	AUTOMATED COLLECTION OPERATOR(N.ARCHULETA)
1	FLORES	JASON	SUPERVISOR SOLID WASTE
1	GABALDON	RICHARD	AUTOMATED COLLECTION OPERATOR
1	GAMEZ	MARTIN	AUTOMATED COLLECTION OPERATOR
1	GARCIA	HECTOR	AUTOMATED COLLECTION OPERATOR
1	GILCHRIST	CAOIMHE	ADMINISTRATIVE ASSISTANT
1	LEOS	JOSE	AUTOMATED COLLECTION OPERATOR
1	MACIAS	VICTOR	AUTOMATED COLLECTION OPERATOR(A.QUINTERO)
1	MCKEE	ISAIAH	AUTOMATED COLLECTION OPERATOR
1	REYER	DEBBIE	SOLID WASTE ADMINISTRATIVE ANALYST
1	REYES	ALAN	AUTOMATED COLLECTION OPERATOR
1	RODRIGUEZ	CARLOS	AUTOMATED COLLECTION OPERATOR
1	SANCHEZ	PHILLIP	SUPERVISOR SOLID WASTE
1	CADENA	JASON	AUTOMATED COLLECTION OPERATOR(J.SMITH)
1	SOTO	DANIEL	AUTOMATED COLLECTION OPERATOR
1	VACANT	VACANT	AUTOMATED COLLECTION OPERATOR(N.OROSCO)
1	TREVINO	CARMELO	AUTOMATED COLLECTION OPERATOR
0.5	VACANT	VACANT	SANITATION WORKER TEMP(F.STAEDEN)
0.5	VACANT	VACANT	SANITATION WORKER TEMP
1	HINKLE	ETHAN	AUTOMATED COLLECTION OPERATOR(J.GURROLA)
1	SANCHEZ	ANGELIQUE	AUTOMATED COLLECTION OPERATOR(R.BERNAL)
1	MOJICA	STEVE	AUTOMATED COLLECTION OPERATOR (R.OTERO)
1	VACANT	VACANT	AUTOMATED COLLECTION OPERATOR(J.ARAGON)
1	VEGA	HECTOR	AUTOMATED COLLECTION OPERATOR
1	WOODY	KEVEN	AUTOMATED COLLECTION OPERATOR
1	VACANT	VACANT	CODE ENFORCEMENT OFFICER

26

	LANDFILL 4342		
	LAST NAME	FIRST	POSITION
1	ARCHULETA	NORMA	ENVR COMPLIANCE SPECIALIST(F.STAEDEN)

1	SALAS TORRES	MARTIN	EQUIPMENT OPERATOR SR LANDFILL (J.SILVA)
1	FEUERSTIN	ROCIO	ACCOUNTING SPECIALIST
1	BELTRAN	CHRISTOPHER	EQUIPMENT OPERATOR(W.GENSLER)
1	SIGALA	RUMALDO	EQUIPMENT OPERATOR (J.SILVA)
1	RODRIGUEZ CHAIDEZ	JESUS	EQUIPMENT OPERATOR(V.MACIAS)
1	VACANT	VACANT	EQUIPMENT OPERATOR(M.SALAS TORRES)
1	MARQUEZ	DAVID	EQUIPMENT OPERATOR
1	MORGAN	GERALD	EQUIPMENT OPERATOR
1	AVILA	DAVID	EQUIPMENT OPERATOR (R. TORREZ)
1	LOPEZ	MERCEDES	SANITATION WORKER/SCALE HOUSE ATTENDANT (A.CRUZ)
1	VACANT	VACANT	SANITATION WORKER (J.ORTIZ)
1	SANCHEZ-TALAMANTES	CASIMIRO	SANITATION WORKER

12

	SHOP		
	LAST NAME	**FIRST**	**POSITION**
1	EZELL	JACOB	HEAVY-DUTY TECHNICIAN
1	CARRERA	FELIPE	HEAVY-DUTY TECHNICIAN (J. JUAREZ)
1	SANDLES	LEE	HEAVY-DUTY TECHNICIAN
1	SILVA	ARMANDO	HEAVY-DUTY TECHNICIAN
1	VACANT	VACANT	LUBE TECHNICIAN(J.GURROLA)
1	PONCE	MANUEL	PARTS TECHNICIAN

6

	FLEET 4074		
	LAST NAME	**FIRST**	**POSITION**
1	DUKE	JESSE	EMERGENCY VEHICLE TECHNICIAN

45

	CENTRAL CONTROL 4353		
	LAST NAME	FIRST	POSITION
1	FLORES	OSCAR	WATER PRODUCTION OPERATOR SR
1	RASSEGA	SASHA	ADMIN WATER METER SPECIALIST
1	YORK	TIMOTHY	WATER PRODUCTION OPERATOR
1	VARGAS	MARIANO	WATER PRODUCTION OPERATOR
1	VARGAS VALVERDE	ERIC	WATER PRODUCTION OPERATOR(J.PERALES)
1	GALVAN	JOSE	WATER PRODUCTION OPERATOR
1	FLORES	ELIJAH	WATER PRODUCTION OPERATOR
1	VICKERS	MICHAEL	DEPUTY SUPERINTENDENT(G.PETERSON DOT: 9/1/26)
0.5	ARAGON	THOMAS	LEAD AND COPPER TECHNICIAN TEMP(J. MARTINEZ)
0.5	VACANT	VACANT	LEAD AND COPPER TECHNICIAN TEMP(J.ROJO)
9			

	Water Maint. 4354			
	LAST NAME	FIRST	POSITION	
1	DEVIN	MARY ELLEN	ADMIN. ASSISTANT SR. WATER	
1	VACANT	VACANT	EQUIPMENT OPERATOR WATER(A.GUERQUE)	
1	MARTINEZ	ERIK	EQUIPMENT OPERATOR WATER	
1	VACANT	VACANT	EQUIPMENT OPERATOR WATER (M. MENDEZ)	
1	VACANT	VACANT	EQUIPMENT OPERATOR WATER (T.CHILES)	
1	DE LA ROSA JR.	LEO	EQUIPMENT OPERATOR WATER (E.MERRYFIELD)	
1	ARCHULETA	ISRAEL	EQUIPMENT OPERATOR WATER (D.JOHNSON)	
1	DE LA CERDA	ERIC	EQUIPMENT OPERATOR WATER (J.ARAGON)	
1	SILVA	JESSE	EQUIPMENT OPERATOR WATER(A.TORREZ)	
1	AGUILAR	ANDREZ	EQUIPMENT OPERATOR WATER	NEW BUDGETED POSITION
1	DOMINGUEZ	SANTIAGO	EQUIPMENT OPERATOR WATER	NEW BUDGETED POSITION
1	ARCHULETA	RUDY	MAINTENANCE WORKER SR. WATER	
1	ARAGON	JEROMY	MAINTENANCE WORKER SR. WATER	
1	TORREZ	ALEX	MAINTENANCE WORKER SR. WATER (J.FIERRO)	
1	GUEREQUE	ALEXIS	MAINTENANCE WORKER SR. WATER (J.FIERRO)	NEW BUDGETED POSITION
1	ESCOBAR	JESUS	METER MAINTENANCE TECHNICIAN (S. Castillo)	
1	MARS	SAMANTHA	SAFETY LIAISON(M.VICKERS)	
1	DE LA CERDA	DANNY	SUPERINTENDENT WATER (G.PETERSON)	
1	FIERRO	JAIME	SUPERVISOR WATER	
1	VACANT	VACANT	SUPERVISOR WATER(G.ETTER)	
1	VACANT	VACANT	SUPERVISOR WATER	NEW BUDGETED POSITION
1	MERRYFIELD	ERICK	UTILITY CONSTR COORDINATOR (J.FIERRO)	
1	VALADEZ	ANDREW	UTILITY DIRECTOR (L.SANCHEZ)	
1	PERALES	JUAN	UTILITY LOCATOR TECHNICIAN	
1	GLAZE	CLINTON	VALVE MAINTENANCE SPECIALIST	
1	HUNTER	WARREN	VALVE MAINTENANCE SPECIALIST	
1	VACANT	VACANT	W & S MAINTENANCE WORKER I (E.DELACERDA	NEW BUDGETED POSITION
1	ROBBINS	KENNETH	W & S MAINTENANCE WORKER I	NEW BUDGETED POSITION
1	KUEHN IV	DONALD	W & S MAINTENANCE WORKER I	NEW BUDGETED POSITION
1	VACANT	VACANT	W & S MAINTENANCE WORKER I	NEW BUDGETED POSITION

1	VACANT	VACANT	W & S MAINTENANCE WORKER I(J.AGUAYO)	
1	ANAYA	FREDDIE	W & S MAINTENANCE WORKER I	
1	ARAGON	THOMAS	W & S MAINTENANCE WORKER I(I.ARCHULETA)	
1	CARRASCO	CALEB	W & S MAINTENANCE WORKER I	
1	MULNIX	DOMINIC	W & S MAINTENANCE WORKER I	
1	SOLTERO	VICTORIANO	W & S MAINTENANCE WORKER I	
1	TORREZ	AZIA	W & S MAINTENANCE WORKER I	
1	VACANT	VACANT	W & S MAINTENANCE WORKER I (S.DOMINGUEZ)	
1	MILLAN	JOSEPH	W & S MAINTENANCE WORKER I (A.AGUILAR)	
1	SERRANO	ISAAC	W & S MAINTENANCE WORKER I (W.GENSLER)	
1	LOPEZ	DAVID	W & S MAINTENANCE WORKER I(D.JOHNSON)	
1	VACANT	VACANT	W & S MAINTENANCE WORKER I(L.DELAROSA)	
1	VACANT	VACANT	W & S MAINTENANCE WORKER II	**NEW BUDGETED POSITION**
1	VACANT	VACANT	W & S MAINTENANCE WORKER II	**NEW BUDGETED POSITION**
1	GONZALES	JASON	W & S MAINTENANCE WORKER II(J.HERNANDEZ)	
1	VACANT	VACANT	W & S MAINTENANCE WORKER II(I.ARCHULETA)	
1	MONTOYA	JOSEPH	WAREHOUSE WORKER	
1	MARTINEZ	MIGUEL	WAREHOUSE WORKER SR.	
9	pipe layer			

57

8 Pipe Layer
1 Pipe Layer Super

	WWTP 4355		
	LAST NAME	FIRST	POSITION
1	STEWARD	NAOMI	SUPERINTENDENT WWTP (A.VALADEZ)
1	RUIZ	VALENTE	SUPERVISOR WWTP (J.NORTON)
1	CREIGHTON	RANDY	WWTP ELECTRICIAN
1	SANCHEZ	MINNIE	ADMIN. ASSISTANT SR. WWTP
1	JIMENEZ	BRITTANY	PRETREATMENT COORDINATOR WWTP(A.CARLOS)
1	MERRYFIELD	RICKEY	OPERATOR SR. WWTP
1	PITTMAN	DELOS	OPERATOR WWTP (D.LOPEZ)
1	SANCHEZ	NOEL	OPERATOR WWTP(J.GONZALES)
1	MENDEZ	JOSE	OPERATOR WWTP
1	VACANT	VACANT	OPERATOR WWTP(D.KUEHN)
1	JAUREGUI	MISAEL	OPERATOR WWTP(N.RUBIO)
1	SANDLES	DARNELL	MAINTENANCE WORKER WWTP (M.JAUREGUI)
1	CARO	AZIEL	MAINTENANCE WORKER WWTP(N.SANCHEZ)

	WWTP 4356		
	LAST NAME	FIRST	POSITION
1	SANCHEZ	PAUL	EQUIPMENT OPERATOR SR WWTP(V.RUIZ)
1	GUEVARA	DANNY	EQUIPMENT OPERATOR SR WWTP(B.BARNETT)
1	ESPINOZA GONZALES	LADARION	EQUIPMENT OPERATOR WWTP
1	VACANT	VACANT	EQUIPMENT OPERATOR WWTP(J.GURROLA)
1	MARQUEZ	DAVID	EQUIPMENT OPERATOR WWTP (I.MOLINAR)
1	VACANT	VACANT	EQUIPMENT OPERATOR WWTP(P.SANCHEZ)

	WWTP LAB 4358		
	LAST NAME	FIRST	POSITION
1	GOMEZ	PAUL	LABORATORY TECHNICIAN WWTP(J.RODRIGUEZ)
1	VACANT	VACANT	LAB TECHNICIAN ASSISTANT WWTP (S.PACHECO)
1	CHAVEZ	JULISSA	LAB TECHNICIAN ASSISTANT WWTP

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 5.

Legal Committee
Meeting Date: 09/24/2026
COMMITTEE: Legal
CONTACT: C. Josh Nairn-Mahan **CHAIR:**

DEPARTMENT NAME:
August Safety Monthly Report

Attachments

August Safety Monthly Report

AUGUST 2026 Safety Report

Safety

ACCIDENT OR INCIDENT / 3RD PARTY		
DEPARTMENT	1-Aug	3rd PARTY
ADULT CENTER	0	0
AIR CENTER	2	0
ANIMAL SERVICES	1	0
AQUATIC CENTER	0	0
CEMETERY	0	0
CENTRAL CONTROL	0	0
CITY CLERK	0	0
CODE ENFORCEMENT	0	0
CONVENTION CENTER	0	0
DISPATCH	0	0
ENGINEERING	0	0
FACILITIES MAINTENANCE	0	0
FIRE DEPARTMENT	4	0
GOLF	0	0
HR/Safety	0	0
IT	0	0
LEGAL	0	0
LIBRARY	0	0
MUSEUM	0	0
PARKS	2	1
POLICE DEPARTMENT	8	4
PUBLIC AFFAIRS	0	0
PUBLIC SAFETY/EMS	2	1
REC CENTER	0	0
SPECIAL ELECTRONICS	0	0
SOLID WASTE	4	0
STREETS	1	0
TRANSIT	1	0
VISITORS CENTER	1	1
WATER	0	0
WWTP	0	0
ZOO	0	0
TOTAL	26	7

INCIDENT COMPARISONS				
MONTH	2026	2025	2024	2023
JANUARY	11	24	32	30
FEBRUARY	16	13	28	38
MARCH	19	17	20	36
APRIL	19	18	20	30
MAY	16	21	20	23
JUNE	11	23	22	21
JULY	**19**	18	15	27
AUGUST	26	30	18	41
SEPTEMBER	0	9	10	44
OCTOBER	0	19	17	31
NOVEMBER	0	**15**	14	21
DECEMBER	0	19	15	15
TOTAL	137	226	231	357

DEPARTMENT	PROPERTY	3rd Party
Parks	2	1
Solid Waste	3	0
Public Safety	1	1
Solid Waste	1	0
TOTAL	7	2

DEPARTMENT	MVA	3rd Party
Public Safety /EMS	1	1
Police	8	4
Streets	1	0
Transit	1	0
Visitors Center	1	1
Water	1	1
TOTAL	13	7

PO Box 1838
Roswell, NM 88202-1838
TEL: 575.624.6754
FAX: 575.624.6756
roswell-nm.gov

AUGUST 2026 Safety Report

Safety

ACCIDENT / INCIDENT BY DEPARTMENTS YTD														
DEPARTMENT / MONTH	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD TOTALS	3rd Party
ADULT CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AIR CENTER	0	0	0	1	1	1	0	2	0	0	0	0	5	2
ANIMAL SERVICES	1	1	0	1	1	2	0	1	0	0	0	0	7	3
AQUATIC CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CEMETERY	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CENTRAL CONTROL	0	0	0	0	0	1	0	0	0	0	0	0	1	0
CITY CLERK	0	0	0	0	0	0	0	0	0	0	0	0	0	0
COMMUNITY DEVELOPMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CONVENTION CENTER	0	0	1	0	0	0	0	0	0	0	0	0	1	0
DISPATCH	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ENGINEERING	0	0	0	1	0	0	0	0	0	0	0	0	1	0
FACILITIES MAINTENANCE	0	0	1	0	0	0	1	0	0	0	0	0	2	0
FIRE DEPARTMENT	3	2	1	3	3	1	0	4	0	0	0	0	17	5
GOLF	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HR/SAFETY	0	0	0	0	0	0	0	0	0	0	0	0	0	0
IT	0	0	0	1	0	0	0	0	0	0	0	0	1	0
LEGAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LIBRARY	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MUSEUM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PARKS	0	0	0	2	2	1	2	2	0	0	0	0	9	2
POLICE DEPARTMENT	3	6	2	1	4	2	7	8	0	0	0	0	33	11
PUBLIC AFFAIRS	0	0	0	0	0	0	1	0	0	0	0	0	1	0
PUBLIC SAFETY/EMS	0	0	0	0	0	0	2	2	0	0	0	0	4	3
REC CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SPECIAL ELECTRONICS	0	2	0	1	0	0	0	0	0	0	0	0	3	3
SOLID WASTE	1	2	5	2	4	1	2	4	0	0	0	0	21	6
STREETS	0	1	1	0	1	1	0	1	0	0	0	0	5	2
TRANSIT/FLEET	2	2	3	4	0	0	3	1	0	0	0	0	15	4
VISITORS CENTER	0	0	0	0	0	0	0	1	0	0	0	0	1	1
WATER	0	0	4	2	0	0	0	0	0	0	0	0	6	1
WWTP	0	0	1	0	0	0	0	0	0	0	0	0	1	0
ZOO	1	0	0	0	0	1	1	0	0	0	0	0	3	0
TOTALS	11	16	19	19	16	11	19	26	0	0	0	0	137	43

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AUGUST 2026 Safety Report

DEPARTMENT	INJ./ILL	First Aid Only	OSHA Recordable
Animal Services	1	1	0
Public Safety/EMS	1	1	0
Fire	4	2	2
Police	1	1	0
Solid Waste	1	1	0
Water	1	0	1
TOTAL	**9**	**6**	**3**

INJURY/DAMAGE	DESCRIPTION	3RD PARTY
Hand	Caught between	No
Back	Strain	No
Shoulders	Strain	No
Wrist	Puncture	No
Neck	Whiplash	Yes
Lower Back	Slip, trip, fall	No
Chin	Laceration	No

JANUARY 2026 - DECEMBER 2026 TRAINING		
MONTH/YEAR	Total Training HOURS	EMPLOYEE #S
JANUARY	1199	74
FEBRUARY	1592	183
MARCH	825	162
APRIL	184.5	44
MAY	805	93
JUNE	89	31
JULY	114	19
AUGUST	49	15
SEPTEMBER	0	0
OCTOBER	0	0
NOVEMBER	0	0
DECEMBER	0	0
YTD TOTALS	**4,858**	**621**

JANUARY 2026 - DECEMBER 2026 TRAINING	
MONTH/YEAR	TOTAL AMOUNT
Jan-2026	$0.00
Feb-2026	$0.00
Mar-2026	$360.00
Apr-2026	$0.00
May-2026	$0.00
Jun-2026	$96,925.00
Jul-2026	$0.00
Aug-2026	$0.00
Sep-2026	$0.00
Oct-2026	$0.00
Nov-2026	$0.00
Dec-2026	$0.00
YTD TOTAL	**$97,285.00**

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ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 6.

Legal Committee
Meeting Date: 09/24/2026
COMMITTEE: Legal
CONTACT: C. Josh Nairn-Mahan **CHAIR:** Cristina Arnold

DEPARTMENT NAME:

August Clerks Monthly Report

Attachments

August Clerks Monthly Report

ROSWELL
New Mexico

City Clerk

August 2026 Monthly Report – City Clerk's Office

The City Clerk's Office continues to serve the City of Roswell and its citizens efficiently and effectively. This monthly report will highlight some of the key functions completed.

- Process incoming and outgoing mail for the city
- Schedule conference rooms in City Hall
- Request to activate/deactivate alarm codes for exit or new employees
- Field and answer all calls/questions from staff
- Attend City Council meetings and various standing committee meetings
- Review and post all committee meeting agendas. Publish approved meeting minutes. Draft minutes and various cancellations for the following committees:

    - Airport Advisory Board
    - Cemetery Commission on Aging
    - Commission of Aging
    - Flood Task Force
    - Keep Roswell Beautiful
    - Occupancy Tax Board
    - Parks and Recreation
    - Pecos Valley Regional Communication Center
    - Planning & Zoning
    - Roswell Museum BOT
    - Roswell Public Library

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

Department (August 18, 2026 – September 14, 2026)	**New**
City Clerk	43
Municipal Court	4
PVRCC (Chaves County Sheriff's Office)	10
Roswell PD	210

PO Box 1838
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roswell-nm.gov

Legal Committee

Meeting Date: 09/24/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan **CHAIR:** Cristina Arnold

ACTION REQUESTED:

Discussion: Development of an RFP for financial banking services. (Nairn-Mahan)

BACKGROUND:

Initiated by: C. Josh Nairn-Mahan

The City of Roswell currently utilizes financial banking services to support its day-to-day financial operations, including the receipt and disbursement of municipal funds, electronic payments, account management, and other related banking activities. The purpose of this discussion item is to consider whether the City should solicit proposals from qualified financial institutions to provide banking and related financial services.

FINANCIAL CONSIDERATION:

The City may be able to obtain more favorable financial terms and banking services by conducting a competitive solicitation.

LEGAL REVIEW:

Legal Department has included the 2019 RFP as an example.

BOARD AND COMMITTEE ACTION:

This item is being presented for initial review and consideration by the Legal Committee.

STAFF RECOMMENDATION:

Proceed as Presented

Attachments

RFP-19-006

ROSWELL
New Mexico

City of Roswell

PURCHASING DEPARTMENT

425 N. RICHARDSON AVE., ROSWELL, NM 88201

LUPITA EVERETT, CHIEF PROCUREMENT OFFICER

PHONE NUMBER: (575) 637-6222

EMAIL: l.everett@roswell-nm.gov

REQUEST FOR PROPOSAL

RFP NUMBER:	19-006
RFP NAME:	FINANCIAL AND BANKING SERVICES
COMMODITY CODE:	94625 BANKING SERVICES
DEPARTMENT:	FINANCE
DATE OF OPENING:	JUNE 11, 2019
TIME OF OPENING:	2:00 P.M.

IMPORTANT:

PROPOSALS DUE: JUNE 11, 2019, 2:00 P.M
OFFICE OF THE CHIEF PROCUREMENT OFFICER, CITY HALL
425 N. RICHARDSON AVE., ROSWELL, NEW MEXICO 88201

seeroswell.com

GENERAL NOTICES

I. Standards

1. This Request for Proposal is issued seeking submissions for the service indicated according to the New Mexico Procurement Code, NMSA 1978, § 13-1-22 to -199 and the City of Roswell's RFP Procedures Guide. All proposals are subject to the following conditions and all applicable state and local laws.
2. The Chief Procurement Officer reserves the right to amend and/or cancel the Request for Proposals prior to the time and date of the proposal opening.
3. The Chief Procurement Officer reserves the right to correct any proposal awarded erroneously as a result of a clerical error on the part of the City of Roswell.
4. Notice is hereby given that as the governing body of the City of Roswell, the City Council reserves the right to reject any and all proposals received. In the case of ambiguity or lack of clarity, the City reserves the right to determine the best proposal or to reject same or to waive irregularities and technicalities.

II. Proposal

B. **Submissions**

1. Proposals will be received in the Office of the Chief Procurement Officer at City Hall, 425 N. Richardson Ave, Roswell, New Mexico, 88201 until the due date stated herein.
2. All proposals must be clearly marked on the outside of the box or envelope packaging with the proposal number and opening date. Should a proposal be opened prior to the official opening date due to the lack of a proper marking, it will be rejected.
3. **These words must be written on the EXTERIOR of the Proposal packet mailed, or otherwise hand or courier delivered on the bottom left corner of the SEALED ENVELOPE/MAILER/BOX/PACKAGE/CONTAINER. Failure to do will cause the proposal to be rejected by the City of Roswell:**
   - **SEALED PROPOSAL**
   - **RFP-19-006**
   - **JUNE 11, 2019**
   - **OFFEROR'S NAME**
   - **OFFEROR'S ADDRESS**
4. Proposals which are mailed, or otherwise hand or courier delivered prior to the point of opening must contain the Information detailed in paragraph 1 above and **must be mailed or otherwise hand or courier delivered to:**

   Mailed to: City of Roswell
   Office of the Chief Procurement Officer
   P.O. Box 1838
   Roswell, NM 88202-1838

   (or)

   Delivered to: City of Roswell
   (May be delivered to the main Reception Desk)
   425 North Richardson Ave.
   Roswell, NM 88201
5. Facsimile and electronic proposals are not accepted.
6. One complete copy of the proposal, including specifications and any other requested literature, must be submitted with the proposal, along with copies requested.
7. Samples of items, when required, must be furnished, free of expense, prior to the opening of proposals, and, if not destroyed will, upon request of the Offeror, be returned to the Offeror at the Offeror's expense. Copies of any warranties must be

included with the Proposal and must be for the maximum amount the manufacturer provides, if goods are warrantable.

8. All Offerors and/or Offerors doing business with the City of Roswell shall fill out the City of Roswell VENDOR INFORMATION FORM. All Offerors and/or Offerors doing business with the City of Roswell must also provide IRS FORM W-9 (REV. December 2017), both forms are included in this proposal package. Failure to do so may cause the proposal to be rejected by the City of Roswell.
9. All Offerors must complete the **CAMPAIGN CONTRIBUTION DISCLOSURE FORM** included in this REQUEST FOR PROPOSAL packet. Failure to do so will result in rejection of said proposal.
10. Proposals must be submitted on the proposal schedule attached.
11. **Proposals received later than the time and date when specified as due <u>will not be</u> considered**.
12. Amendments to or withdrawals of proposals received after the time and date set for proposal opening will not be considered.
13. Unless otherwise instructed, alternate proposals shall not be submitted and will not be considered.
14. All proposals must be valid for a minimum of **120 days** after proposal opening, unless otherwise stated on the Proposal Sheet by the individual Offeror or the City of Roswell.

C. **Terms**

1. Any prices pertaining to exceptions must be attached to the proposal (stapled, bound or secured otherwise). If the Offeror provides any options other than those requested, these will not be acceptable.
2. For items of tangible personal property included as part of the proposal, all prices should be stated in units or quantities specified, with packing and delivery charges included. The specifications for the services or items of tangible personal property to be procured.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items, the Offeror should so state.
4. Proposals must be made out and signed in the corporate or other name of the Offeror and must be fully and properly executed by an authorized person.
5. Pursuant to NMSA 1978, § 13-1-108, all contracts solicited by competitive sealed proposals for the City of Roswell require that the proposal amount exclude the applicable state gross receipts tax. As the City of Roswell is required to pay the applicable state gross receipts tax, all requests for payment shall include a separate amount on each billing reflecting the applicable tax.
6. All applicable state gross receipts tax charged to the City of Roswell shall be at the current rate at the time of the project. To the extent permitted by law and applicable rules and regulations, Offerors and/or Offerors doing business with the City agree to report the gross receipts tax charged to the City of Roswell on New Mexico Taxation & Revenue Department form CRS-1 and use Roswell as the municipality name in column A and 04-101 as the location code in column C.
7. If applicable, pursuant to NMSA 1978 §13-1-146, a bid security or bond shall be required of Offerors for construction contracts in excess of twenty-five thousand dollars ($25,000). Bid security or bond in an amount equal to at least five percent (5%) of the amount bid shall be a bond provided by a surety company authorized to do business in the state of New Mexico, or the equivalent in cash. See more specific requirements regarding bonding set forth herein below.

8. If applicable, pursuant to NMSA 1978 §13-4-11 (A), state wage rates shall apply to any bid or proposal on construction or public works projects in excess of $60,000.00. In addition all bidders and Offerors shall comply with federal wage rates on applicable projects.

III. Opening and Evaluation

1. Offerors or their representative may be present at the proposal opening.
2. All interested parties are invited to attend proposal openings of the City of Roswell.
3. Proposals will be opened and Offeror's names disclosed aloud in front of whosoever is present at precisely the time, the date and the place stipulated in the Request for Proposal and in the legal notice published in the newspaper. The contents of the proposals will not be disclosed at this time.
4. Each proposal will be evaluated by the Chief Procurement Officer for initial responsiveness and shall have a proper witness present. The Offeror is to provide complete specifications. Acceptable exceptions to specifications will be determined by the Chief Procurement Officer with the aid of the appropriate department head.
5. The Chief Procurement Officer and the department or evaluation committee will rule on any point needing clarification.
6. The apparent Best Proposal, meeting specifications, will be determined by the evaluation committee.
7. Following determination of the Best Proposal, the Chief Procurement Officer or Project Manager will recommend to the City Council that the City Manager be authorized to negotiate a contract with the Offeror of the Best Proposal.
8. Information pertaining to proposals will not be released until the City Council has acted upon them and after the final execution of the contract document, pursuant to NMSA 1978, §13-1-116.

IV. Award

1. Pursuant to NMSA 1978, §13-1-115, Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible Offerors who submit proposals found to be reasonably likely to be selected for award. This section shall not apply to architects, engineers, landscape architects and surveyors who submit proposals pursuant to Sections 13-1-120 through 13-1-124 NMSA 1978.
2. All Offerors who are engaged in business within the municipal limits of the City shall be licensed to do business by the City of Roswell, New Mexico prior to issuance of a contract pursuant to this RFP.

V. Additional Notices

1. The City reserves the right to render payment of any invoices using the City's Procurement Card, without incurring any penalty.
2. The City of Roswell reserves the right to reject any and all proposals, to waive any informality in proposals, and unless otherwise specified by the Offeror, to accept any item on the proposal.
3. Offerors and/or Offerors doing business with the City of Roswell must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act. Rev., 1979.
4. It is the sole responsibility of any Offeror who requests consideration for Resident Preference, pursuant to NMSA 1978, § 13-1-21(B), to have obtained a Resident Business Offeror's Certification from the New Mexico Taxation and Revenue Department and provide a copy of

the same to the City prior to the proposal opening. Requests for consideration for Resident Business or Offeror's Preference after proposal opening will not be considered. An Offeror's request for Resident Preference will be honored only when the provisions of Sections 13-1-21 and 13-1-22 of the State Purchasing Act have been met.

5. Any equipment supplied to the City of Roswell must comply with all requirements and standards as specified by the federal government's Occupational Safety and Health Act of 1971. All guards and protectors as well as appropriate markings must be in place before delivery. Items not meeting OSHA specifications will be refused. The supplier may be required, at its expense to provide training to municipal employees in the operation of this item and its maintenance, at the convenience of the City of Roswell.
6. Pursuant to NMSA 1978, Section 13-1-172 an Offeror who believes they have been aggrieved may file a protest in writing with the Chief Procurement Officer within 15 calendar days of the occurrence of the event giving rise to the protest.
7. The Procurement Code (NMSA 1978, §§13-1-28 to -199), imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

LUPITA EVERETT
CITY OF ROSWELL
CHIEF PROCUREMENT OFFICER

RFP-19-006

PART I: DEFINITIONS

Where the following terms occur herein, the intent and meaning shall be as follows:

A. **Contract**
Contract shall mean an agreement executed by the City and the Offeror for the performance of the work and services, and the furnishing of materials or equipment, or both, as set forth in this Request for Proposal. The documents that will form the contract include this "Request for Proposal", all attachments hereto, the winning Offeror's "Proposal", and the subsequent "Contract Agreement."

B. **Contracting Officer(s)**
Contracting Officer(s) shall mean the designated representative(s) of the City with the authority to direct and modify the Contract Agreement with the Offeror.

C. **Cost Proposal**
Cost Proposal shall mean any and all representation pertaining to pricing or cost to be proposed for services or items for this project. Any cost or pricing documents including the 'Cost Proposal Form' shall be contained within the **cost proposal sealed envelope and labeled on the outside as indicated on the Checklist included with this RFP.** Cost or pricing shall not be contained or disclosed within the contents of the Technical Proposal.

D. **May**
Use of the term "may" with regard to Offerors indicates a permissive or optional term or condition, which will not affect consideration or evaluation of an Offeror's Proposal.

E. **Offeror**
Offeror shall mean the individual, partnership, or corporation (or legally authorized representative if the context so requires) who or which agrees, for a stipulated sum, to perform the work or service, or to furnish materials or equipment, or both, as set forth in a contract with the City of Roswell, New Mexico.

F. **Protest**
A written protest of an aggrieved Offeror, as described in NMSA 1978, § 13-1-172 and 1.4.1.81 NMRA, and subject to the requirements and limitations therein. In particular, all protests must be submitted in writing no later than 15 days after the act or event complained of. Furthermore, only an Offeror who is actually aggrieved by an act or event may protest it. All written protests shall be directed and mailed to the Procurement Manager.

G. **Shall**
Use of the term "shall" with regard to Offerors indicates a mandatory requirement, failure to adhere to which subjects the Offeror to summary rejection.

H. **Should**
Use of the term "should" with regard to Offerors indicates a term or condition, fulfilment of which is not mandatory but which shall contribute towards the consideration of the Offeror's Proposal.

I. **Surety**

Surety shall mean the party who is bound with and by the Offeror to ensure the payment of all lawful debts pertaining to and for the acceptable performance of the Contract.

PART II: GUIDELINES AND PROCEDURE

VI. Proposal Guidelines

A. General Proposal Requirements

1. This RFP is issued by the City in accordance with the provisions of Sections 13-1-111 and 13-1-117 NMSA 1978, General Government Administration Procurement regulations NMAC 1.4.1.29 through 1.4.1.47; General Government Administration Procurement Code Regulations for Use of Competitive Sealed Proposals for Construction and Facility Maintenance, Services and Repairs, NMAC 1.4.8.1 through 1.4.8.17; and City of Roswell RFP Procedures Guide.
2. Offeror will submit a proposal for the project indicated in this RFP and Scope of Work/Services to meet the minimum requirements identified. The requirements stated herein do not preclude Offeror from furnishing additional information as deemed appropriate. Substantial deviation from the minimum requirements stated herein may be cause for rejection from further consideration.
3. Proposals shall be mailed or otherwise hand or courier delivered as follows, provided that no Proposal received after the due date listed above shall be considered:

Mailed:	City of Roswell Office of the Chief Procurement Officer P.O. Box 1838 Roswell, NM 88202-1838
Hand Delivery:	City of Roswell (May be delivered to the main Reception Desk) 425 North Richardson Ave. Roswell, NM 88201

4. Proposals must be submitted in the format outlined in this RFP. Additional information may be submitted in the form of separate bound appendices. Offerors must furnish all information required by the request.
5. Failure to adhere to any requirement or to meet any deadline set forth in this RFP may result in summary rejection of the Proposal by the Chief Procurement Officer.
6. The City may reject any or all proposals or parts of proposals, waive non-material irregularities in any proposal, **negotiate any modifications to a Proposal that it deems acceptable , or process the selection of the successful Proposal without further discussion, as it deems it in its best interest to do so.**
7. Offerors will fully inform themselves on conditions, requirements, and specifications before submitting their proposal. Failure to do so will be at Offeror's own risk and the Offeror cannot secure relief by plea of error.

8. The Chief Procurement Officer along with a proper witness will review all submissions and remove any that are non-conforming or non-responsive to the RFP. The Evaluation Committee may, at their sole discretion, limit the number of Offerors who may be offered the opportunity to present their proposals to the City and associated project staff. Based on interviews, information presented in the proposals, and any supplemental information requested, a finalist whose proposal best suits the needs of the City will be selected for City Council approval. The City will then enter into negotiations regarding a Contract and other related agreements.
9. Proposal documents must be prepared simply and economically, and provide a straightforward, concise delineation of capabilities proposed to satisfy the requirements of the RFP. Unnecessarily elaborate brochures or other presentations are not required. Completeness and clarity of content must be emphasized. All brochures, presentations and items submitted in support of proposals will become part of the Contract.
10. Proposals may be modified or withdrawn in writing to be received prior to the closing date and time specified. Proposals may be withdrawn in person by an authorized representative of the Offeror.
11. All signatures on proposals, amendments, or related correspondence must be by persons who are authorized to contractually bind the Offeror.
12. All costs incurred in the preparation and submission of proposal will be borne by the Offeror.
13. The City shall be the sole judge of Offerors' qualifications and reserves the right to verify all information submitted by the Offerors. The proposal selected will be that proposal which is judged to be the most beneficial to the City.
14. The City may make such investigation as deemed necessary to determine the ability of an Offeror to furnish services, and the Offeror will furnish to the City all information and data for this purpose as the City may request.
15. The City reserves the right to reject a proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the Contract, and to deliver the equipment and services contemplated herein.
16. City procurement regulations will be used throughout the solicitation, evaluation, award and administration process for this proposal/contract.
17. **Questions**:
    Questions shall be directed in writing to the Procurement Manager via email, with a copy to the Project Manager at the following addresses:

    Chief Procurement Officer:
    Lupita Everett
    Purchasing Agent, C.P.O.
    425 N. Richardson Ave.
    Roswell, NM 88201
    Email: l.everett@roswell-nm.gov

    Project Manager:
    Rebecka Hicks
    Supervising Accountant
    425 N. Richardson Ave.
    Roswell, NM 88201
    Email: b.hicks@roswell-nm.gov

    All questions will be addressed by the Chief Procurement Officer via Addendum to this RFP. Questions submitted after the deadline provided below in the "Summary of Anticipated Schedule" will not be addressed.

B. Proposal Contents and Format

1. This section provides a summary of information to be included in fulfilling the requirements of this RFP. Offeror must emphasize the rationale for the particular solution being proposed and emphasize its unique advantages
2. To facilitate comparison and evaluation, Offerors must follow the format outlined in this section. Proposals shall contain concise written material and illustrations that enable a clear understanding and evaluation of the capabilities of the Offeror. Legibility, clarity, and completeness are essential. The City, at its sole discretion, may reject any proposal which is unclear in any way.
3. The Offeror must provide the required information both as to itself and any other person, including without limitation, any corporation, partnership, Offeror, joint venture, consortium, or individual which the Offeror intends to assign to a key management role in the agreement with the City of or to which the Offeror intends to assign material responsibilities under any such agreement.
4. **Copies**
   Each Offeror is required to submit copies of their proposals as follows: one (1) unbound hard copy labeled "Original" and four (4) bound hard copies of the proposal that includes all information in the format outlined in this Request for Proposals (RFP). Proposals must be received before **JUNE 11, 2019, 2:00 P.M.** The City will not accept any proposal received after the submittal due date and time.
5. **Sealed Container; Notation**
   The documents shall be in a sealed container (envelope, box, courier mailer, etc.) with the following information written on the outside, bottom left hand side of the container as follows:

   Sealed Proposal
   RFP-19-006
   JUNE 11, 2019, 2:00 P.M.
   Offeror's Name
   Offeror's Address
6. **Confidential Data**
   If a request is received for disclosure of data, for which an Offeror has made written request for confidentiality, the Chief Procurement Officer shall make a determination that the data is, in fact, confidential and proprietary financial information concerning the Offeror's organization and whether or not the data qualifies as a trade secret under the Uniform Trade Secrets Act, Sections NMSA 1978 57-3A-7. Unless the Offeror takes legal action to prevent disclosure of data that does not meet the requirements of the Uniform Trade Secrets Act, the data will be so disclosed. After award the proposal shall be open to public inspections subject to any continuing prohibition on the disclosure of confidential data. Any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" shall be readily separable from the proposal in order to facilitate public inspection for the non-confidential portion of the qualifications based proposal.
7. **Forms Required**
   Offerors must include all required forms and attachments applicable for this RFP, including but not limited to, Certificate of Insurance, Proposal Acknowledgement Form, Vendor Information Form, IRS Form W-9, Non-collusion Statement, Campaign Contribution Form and Cost Proposal Form as well as all appropriate bonding materials. Failure to include any required form or provide evidence of required bonding will subject the Proposal to rejection.

8. **Cost Proposal**
   a) The Proposal shall include a Cost Proposal, according to the format of the Cost Proposal Form included with this RFP, which shall be provided in a ***separately sealed envelope***, which shall be labeled:

      COST PROPOSAL
      RFP-19-006
      OFFEROR'S NAME AND ADDRESS

   b) Failure to provide the Cost Proposal Form, or any document pertaining to cost, in a separately sealed envelope is a material non-conformity which will result in the summary rejection of the Proposal.
   c) Any exceptions to the requirements of this RFP taken by the Offeror in formulating the Offeror's cost proposal must be clearly stated and explained in this Cost Proposal Form.
9. **Format and Organization of Proposal Materials**
   a) Four (4) bound proposal copies must be bound with either a 3 Ring Binder or Spiral bound and have Tab Dividers for each section listed below. The proposal content shall be submitted on 8 ½" x 11" white paper, 20 Ibs and typed on front only.
   b) **Cover Letter**. This letter is an introduction to the City that your company is submitting a proposal and why.
   c) **Title Page** with the RFP Number and RFP Name, Offeror's name and address, telephone number, web address, name of contact person and email address.
   d) **Table of Contents** that includes a clear identification of the written material by section and page number.
   e) **General Information about Firm**.
      i. Include the name of Offeror's name and address, telephone number, web address, name of contact person, email address.
      ii. **Transmittal Letter** (separate from the Cover Letter) that specifically states the Offeror's understanding of the work to be accomplished and briefly outlines the Offeror's strengths in providing the required services. This letter shall be signed by an authorized corporate officer for each entity included as a team proposal.
      iii. **Written Assurance** that no member, officer or employee of the Offeror or its designees or agent or public official exercising any functions or responsibilities with respect to the proposed services have any personal financial interest, direct or indirect, in any contract, subcontract or proceeds thereof, for work to be performed in connection with the proposed project.
   f) **Firm's Experience and Qualification**
      i. Proposals for consideration for this project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed services.
      ii. Provide a profile of your organization and describe its legal structure principal officers and organizational structure.
   g) **Scope of Services**
      Offeror will include in their approach to completing the work elements described in the Statement of Work section of this RFP. The Scope of Services will address each task in the Statement of Work, listed numerically to correspond with the RFP.

II. Evaluation Procedure

A. City's Rights

The City reserves the right to revise or extend this schedule at its sole option. In its sole discretion, expand or reduce the criteria upon which it bases its final decisions regarding selection of an offeror for this project. The City reserves the right to reject any or all proposals or parts of proposals, to negotiate modifications of proposals submitted, and to negotiate specific proposal elements with an Offeror into a project of lesser or greater magnitude than described in this RFP or the Offeror's reply.

B. Addendum Effect on Request for Proposal

In the event an addendum to this RFP is issued, all solicitation terms and conditions will remain in effect unless specifically changed by the addendum.

C. Summary of Anticipated Schedule

	Action:	**Responsibility:**	**Date:**
1.	Issue RFP	City of Roswell	**05/19/2019**
2.	Deadline to Submit Written Questions	Offeror	**05/31/2019**
3.	Response to Questions via Addendum	Procurement Manager	**06/04/2019**
4.	Submission of Proposal: 2:00 PM	Offerors	**06/11/2019**
5.	Evaluation/Interviews (if held) Start: **JUNE 12, 2019**	Evaluation Committee	**06/21/2019**
6.	Notice of Intent to Award	Procurement Manager	**06/28/2019**
7.	Recommendation to **Finance** Committee	Procurement Manager or designee	**07/02/2019**
8.	Recommendation of Award to City Council	Procurement Manager or designee	**0711/2019**
9.	Protest Period	Effect Date: 07/12/2019	**07/27/2019**
10.	Contract Negotiations/Executed	City Manager	**07/29/2019**
11.	Notice of Award	Procurement Manager	**Upon Executed Contract**

D. Explanation of Sequence of Anticipated Schedule

1. **Issue RFP**

   The Chief Procurement Officer shall issue the RFP for this project on this date specified in the Anticipated Schedule above.

2. **Deadline to Submit Written Questions**

   Questions pertaining to this RFP will only be accepted through email by no later than 5:00 p.m. according to the specified date in the schedule above. This is the date and time set for submitting written questions regarding the RFP document and procurement process to the Chief Procurement Officer via email address: l.everett@roswell-nm.gov or 425 N. Richardson Ave., Roswell, NM 88201.

3. **Response to Written Questions via Addendum**

The Chief Procurement Officer shall issue a written response to timely submitted written questions via an Addendum regarding the RFP procuring document or the procurement process, if applicable. This is the date that has been set to signify no other Addendum will be issued on the project so that Offerors have time to finalize their responses. Answers to all received questions are expected to be available to all Offerors who submitted written questions (or attended the Pre-Proposal Meeting if held) via email through an Addendum to the RFP by the deadline given on the schedule above and will be publicly posted. All Offerors shall acknowledge the receipt of the Addendum(s) where indicated on the "***Proposal Acknowledgement Form"*** found on page **36** of this RFP document.

4. **Submission of Proposal**
   a) Proposals shall be submitted no later than the date and time provided in this RFP. Late Proposals *will not* be accepted. It is the Offeror's responsibility to ensure that Proposals arrive at the appointed location, date and time. Proposals may be delivered early to avoid any possible delay of the submission.
   b) If an Offeror desires to change a proposal that already has been submitted, the change may be made by a signed letter that refers to the RFP and addendum number(s). The letter must be received at the designated place, prior to the hour and date specified for receipt of proposals in the amended RFP.
   c) PROPOSALS RECEIVED AFTER THE DEADLINE SHALL BE CONSIDERED NON-RESPONSIVE. Proposal submittals shall be date and time-stamped by the City's office that is designated to receive proposals. A public log will be kept of the names and submittal times of all Offerors who submitted proposals.
   d) The Chief Procurement Officer shall review the proposals for completeness and compliance with the mandatory requirements prior to distribution to the Evaluation Committee. If any proposal submitted is deemed non-responsive, the Offeror will be notified in writing of such determination which will include the right of the Offeror to protest the decision. The Chief Procurement Officer shall designate a witness to be present during the opening of the proposals. The witness and Chief Procurement Officer shall sign the "List of Offerors" for the procurement file.

5. **Proposal Evaluation**
   During the Proposal Evaluation, the Evaluation Committee will convene to discuss and score Proposals and shall be recorded on the Master Score sheet. Once the interviews (if held), have been completed, the Cost Proposal sealed envelope will be opened, reviewed and points will be added to the Master Score sheet then finalized. A Tabulation Sheet will be created to outline the individual Offerors total average points and ranking.
   Note: The Evaluation Committee reserves the right to hold interviews. The number of interviews, if held, will be at the discretion of the Evaluation Committee. The Evaluation Committee reserves the right to award the contract without interviews. If interviews are not held, the decision shall be documented for the procurement file.

   Interviews

If interview(s) are to be held, the date, time, and location of the Interview meeting will be included with the notice to those Offerors selected for interview. A list of questions shall be distributed to the Offerors.

6. **Notice of Intent to Award**
   Upon approval of Recommendation of Award by City Council, the Procurement Manager shall issue the **Notice of Intent to Award** and the City Manager or designee shall contact the winning Offeror in order to initiate contract negotiations.

7. **Recommendation of Award to Finance Committee**
   The Evaluation Committee shall prepare an evaluation report and a recommendation to the City Council Committee for award of the Project that shall include a summary of the total scores and ranking of all Offerors.

8. **Recommendation of Award to City Council**
   If approved at **Finance** Committee, the evaluation report and award recommendation shall be presented to the City Council for award of the Project.

9. **Protest Period**
   A written protest of an aggrieved Offeror, as described in NMSA 1978, § 13-1-172 and 1.4.1.81 NMRA, and subject to the requirements and limitations therein. In particular, all protests must be submitted in writing no later than 15 days after the act or event complained of. Furthermore, only an Offeror who is actually aggrieved by an act or event may protest it. All written protests shall be directed and mailed to the Chief Procurement Officer.

10. Contract Negotiations / Execution
    The City reserves the right to enter into negotiations with the highest ranked Offeror(s) per NMSA 13-1-115. If contract negotiations are not finalized within a reasonable period of time, the City will conclude negotiations with the selected firm(s) and begin negotiations with the next ranked firm based on final ranking.

11. **Notice of Award**
    Upon completion of negotiations and finalized executed contract, the Procurement Manager shall issue the Notice of Award.

III. Evaluation Criteria

The following criteria will be used by the Evaluation Committee to evaluate each proposal and create a score for each of the proposals. Each member of the Evaluation Committee will rank all proposals from highest to lowest evaluation score, and the rankings of all members of the Evaluation Committee shall be compiled. If any proposal receives a majority of first place votes, that proposal will represent the best value for the City and will be recommended for award of the contract. The criteria are not listed in any priority order. The Evaluation Committee will consider all criteria in performing a comprehensive evaluation of each proposal. Once the Interviews (if held), have been completed, the 'Cost Proposal' sealed envelope will be opened, reviewed and points will be added to the evaluation score sheet then finalized. The score sheets for each of the Offerors will be tallied which include all criteria items and the highest ranking averaged score will be the proposal to be recommended for the award to council. Weights have been assigned to each of the criteria in the form of points. **TOTAL POSSIBLE POINTS=125.**

EVALUATION CRITERIA

Evaluation Criteria:	**Possible Points:**
Capabilities of Firm to Render Services	**40 Points**
Proposer's Services meet or exceed those found in the Scope of Work, either within the Financial Institution OR with a Third Party Provider. Proposer demonstrates a willingness to stay current with new technology and offer those services to the City as they become available	
Qualifications of the Firm	**20 Points**
Proposer is FDIC insured. Financial Institution's last audited financial statement or other similar document has been provided to prove financial strength and ability to collateralize the uninsured portion of the City's deposits. Compliance with depository regulations and requirements as set forth in applicable local, state and federal laws has been demonstrated.	
Experience of Banking Personnel	**10 Points**
Cover letter adequately introduces personnel that would be working with the City and provides their resumes as evidence of Commercial Banking experience. References have been given.	
Overall quality and completeness of Proposal	**5 Points**
Proposal is complete, organized and easy to read.	
Basis upon which Interest is Paid	**5 Points**
Offeror has clearly stated the basis upon which interest on collected balances is to be paid, whether a fixed rate, adjustable rate or some other means. When an adjustable rate has been used, the Financial Institution has indicated the method of computing the rate.	

Interview (if held)	**25 Points**
Cost	**20 Points**
TOTAL POSSIBLE POINTS:	**125 POINTS**

PART III: SCOPE OF WORK / SPECIFICATIONS

I. General

A. City's Intent

It is the City's intent to maintain all its banking services, **with the exception of investment accounts,** with one banking institution, and as such, **all proposals must include services for all bank accounts.** Proposals for partial services will not be considered.

B. Background

The City of Roswell is seeking sealed proposals for financial and banking services from full-service institutions. With the ongoing changes in technology and treasury management practices occurring within the banking industry, the City has determined that a review of services offered is appropriate at this time as a prudent procurement practice. The primary objective of this proposal is to obtain the most efficient, high quality service at the most reasonable cost.

At the present time, the City maintains an Operating Account, a zero-balance Payroll Account and multiple other generalized accounts, some interest bearing and some not. Account statistics are given in Appendix A. **The City reserves the right to add or reduce the number of accounts required to meet its banking objectives.**

II. Statement of Work

The Offeror shall provide the following:

A. Customer Service Representative:

Bank shall provide a dedicated Customer Service Representative for City's accounts. He/she shall serve as the City's single point-of-contact at the Bank. Bank shall provide all contact information such as name, address, phone number and e-mail address of the Customer Service Representative and that person's representative when absent. The Customer Service Representative, or his/her representative must be available Monday thru Friday, 8:00 a.m. to 5:00 p.m. on banking days

B. Deposit Services:

1. Accept deposits daily, usually between the hours of 9:00 a.m. and 3:00 p.m.
2. Guarantee same day credit for incoming wire transfers, electronic funds transactions and ACH deposits on the day received regardless of the time of receipt during the day
3. Guarantee same day credit for all items that are cleared by the bank on the same day the deposit is made
4. Guarantee one (1) business day credit for all items deposited that clear at and institution located within the Federal Reserve Region
5. Guarantee same day availability for funds received from Federal, State or County governmental entities
6. Guarantee all other items be credited no later than the office of the Federal Reserve Bank's schedule of credit availability, as indicated from time to time by the "Current Operating Circular"

7. Notify the City by e-mail whenever there is a discrepancy with a deposit ticket. A tape will be provided with the deposit to track discrepancies in cash, coin or checks. The Bank must get approval by an authorized City employee to make any changes to deposit tickets.
8. Include a list of all the bank's deposit locations within the City's limits (excluding ATM deposits) and branch hours, within 6 miles from City Hall
9. Submit each check once for payment. All returned items must be sent to the City on a daily basis via certified mail.

C. Credit/Debit card processing:

1. Provide merchant card processing services for the City except for online credit card and e-check processing for utility billing.
2. Secure, integrated, multiple and single transaction handling of web-based solution; Point-of-Sale (POS) terminals; credit card and debit card payment; and electronic funds transfer (EFT).
3. Same-day payment processing for Internet and all City run terminals for authorizations, settlements and deposit of funds to the City's bank account Monday through Friday. Indicate if this processing is provided in-house or by a third party administrator.
4. Standard reports allowing for user-defined reporting capabilities and research tools, including the ability to track data for individual payment types, locations, and methods. Generate reports on a daily, monthly, quarterly, and annual basis using payment dates, amounts or other search criteria.
5. Consistent and reliable system functionality, payment acceptance, account information access, and "up-time" available to City staff on a 24-hour daily, seven days per week basis.
6. All funds be directly deposited to the City's account and no service charges or fee removed from the revenue. Any service charges or fees should be charged through account analysis.
7. The ability to incorporate future payment types, systems, methods or standards at little or no cost, with a short implementation curve, and minimal system upgrades.
8. All web interfaces and on-line transactions shall have a strong encryption method and use the City's Secure Socket Layer (SSL) certificate to verify server registration to prevent unauthorized or "spoofed" transactions via the Internet.

D. Billing:

1. Account analysis method, provide the unit charge for each required service, monthly and annual charges based on the City's estimated monthly volume for each service (Attachment A). Any earnings credit occurring in the account will be used to offset fees. Earnings credit on collected balances in excess of those required to pay charges incurred in any month shall be carried forward to offset future bank charges. Interest earnings rate will be computed in accordance with the negotiated rate agreed upon.

E. Monthly statements for all accounts within 7 working days. These statements must provide:

1. Listing of warrants and amounts cleared sorted by check number
2. Date warrant cleared
3. Date and amount of deposits
4. Summary of beginning cash balance, deposits/credits, warrants/debits, and ending cash balance for each day

F. Monthly account analysis reports for the active checking accounts, and a summary providing the following information:

1. Average daily cash balances
2. Average daily float
3. Average daily collected balances
4. Overdraft charges
5. Detailed transaction volume description and prices
6. Basis of earnings allowance

G. The bank shall provide online services for the City to initiate wire transfers, ACH transactions, and transfers between accounts, create and store repetitive money transfer templates as well as create future-dated money transfers. Provide the cut-off time for setting up EFTs for same day execution.

H. Web based online services shall include services such as image inquiry, information reporting, business statements, stop payments, positive pay, account balance inquiry, transaction inquiry, deposit history, and other online web applications that can provide added convenience and cost savings.

I. Stop payments that are initiated by direct access to the bank by authorized City employees will be done the same day. The bank shall provide online confirmations of stop payments. Backup procedures (via phone and fax), forms and contacts shall be designated in the event of system failure or emergency. The bank shall provide hard copy confirmations.

J. Positive pay to include such services as payment of matching checks by check number, vendor name and check amount, exception reports, return instructions, and holdover exceptions. Describe the procedure and timeline for paying or returning exception items and default disposition if a decision response is not received.

K. Direct access to the bank by authorized City employees to view images of paid checks for payroll, accounts payable, and workers' compensation per month. In addition, a bank file on cancelled checks shall be available to the City for upload to the City financial system (Munis) for automatic clearing of cancelled checks on a monthly basis.

L. Assure that proper City signature authorizations are on all paid items.

M. The bank shall guarantee not to return unpaid because of insufficient or uncollected funds any item drawn on the City account. Any fees for overdraft will be charged to the City through account analysis.

N. The City utilizes Electronic Federal Tax Payment System (EFTPS) to set up electronic fund transfers from its bank for Federal and State payroll taxes as well as EFT payments for retirement and State taxes

O. Direct deposit of City employees' payroll and benefit checks into their own bank accounts (based on an employee accepting this option) with a 24-hour turnaround. Online confirmation of receipt of the payroll file transferred to the bank will be available to the City.

The bank must guarantee direct deposit amounts are available in individual personal bank accounts on the City's bi- weekly pay date on Friday. All payroll deposits must be available to the employee at the start of business on pay day. Describe the procedure and timeline for paying or returning exception items and default disposition if a decision response is not received.

P. Free checking accounts and free or reduced prices to employees on banking services.

Q. The bank shall provide support for all products and/or services provided to the City. Training operating manuals and on-going support are to be supplied by the bank for all services provided.

1. Ability to set up EFTs to make vendor payments such that an accounts payable file can be submitted electronically to the bank to process payments.
2. Other standard banking documentation and services not specified in this RFP will be provided to the City at a reasonable cost.
3. **Ability to offer the City overnight investment (SWEEP Account) for idle funds accumulated in the City's accounts. These investments must be within the City's investment guidelines set by the City Council (City Investment Policy - "Appendix B").**

R. Provide Collateralization as per state statutory requirements at the rate of 50% of the uninsured portion with allowable securities

S. Bonds

Any applicable security provided by Offeror will be retained until a contract has been awarded and executed. All bonds shall be issued by an approved surety company, licensed in the State of New Mexico.

1. Performance Bond
   a) Performance bond shall mean the security approved by the City and furnished by the Offeror as an assurance that the Offeror will execute the work and will pay all lawful claims in accordance with the terms of the Contract.
   b) The Offeror shall also furnish a Performance Bond executed by a Surety Company duly authorized to do business in the State of New Mexico, in an amount equal to one hundred thousand dollars ($100,000), as security for the faithful performance of the contract.
   c) No Contract shall exist until the City receives a duly executed performance bond made payable to the City. In the event the bond is not delivered within twenty (20) days of Notice of Award, then the offer shall be considered null and void and the award shall be made to the next most responsive Offeror.

T. Insurance

1. Mandatory Insurance Requirements
   Prior to the commencement of the Agreement, the Offeror shall obtain and keep in full force and effect until the termination of the Agreement, the following insurance with an insurance company licensed and qualified to do business in the State of New Mexico, as evidenced by a Certificate of Insurance and/or certified copies of the insurance policy(ies), to be provided at the time of execution of the Contract.
2. Worker Compensation – Statutory minimum limits
3. Employers' Liability with a minimum of $1,000,000 combined single limit.
4. Commercial General Liability

5. Minimum $1,000,000 combined single limit of Bodily Injury and Property Damage per occurrence including the following coverage:
   a) Contractual Liability
   b) Premises and Operations
   c) Independent Offerors
   d) Completed Operations and Product Liability
   e) Personal Injury
6. Additional Insured
   The City shall be named as an additional insured on all liability policies.
7. Policy Cancellation
   Sixty (60) days written notice of cancellation or of any material change in the policy(ies) is required.
8. Certificate Holder: City of Roswell, New Mexico

U. Working Conditions

In the performance of the Agreement, the Offeror shall adopt working conditions, and other employment policies which meet the approval of the City and comply with current applicable Federal or State laws.

1. Job Safety Compliance
   a) It shall be the responsibility of the Offeror to comply with all the provisions applicable to the Occupation Safety and Health Act as enforced by the U.S. Department of Labor and to require all employees to comply with this law and all regulatory State or local laws affecting job safety. At a minimum, Offeror will provide a written Safety Program, a "Lockout/Tag out" Program, a safety training program for maintenance facility employees, and a performance-based safety incentive program for all maintenance technicians.
   b) It shall be the Offeror's responsibility to maintain throughout the contract period a safety and accident prevention program which meets requirements of Federal, State and local codes and all other authorities having jurisdiction over this work.
2. Equal Opportunity Compliance
   a) Agreement and Certification of Compliance with Federal Laws and Regulation.
      i. The City and the Offeror (hereinafter jointly referred to as "Offeror" for the purpose of this Agreement) are subject to the requirements of Executive Order 11246, as amended; Executive Order 11625; Section 402 of the Vietnam Era Veterans Readjustment Act of 1972, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and related rules and regulations of the Department of Labor and the Office of Federal Contract Compliance Programs.
   b) The Equal Opportunity Clause
      i. During the performance of this contract, Offeror agrees to be bound by the following provisions as contained in Section 202 of Executive Order 11246, as amended, to wit:
      ii. The Offeror will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Offeror will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not

be limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

iii. The Offeror will, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

iv. The Offeror will send to each labor union or representative of workers for which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Offeror's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The Offeror will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.

vi. The Offeror will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts, by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

vii. In the event of the Offeror's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Offeror may be declared ineligible for further Government contracts in accordance with procedures authorized by Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The Offeror will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Sub-Contractor or Offeror. The Offeror will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Offeror becomes involved in, or is threatened with litigation with a Sub-Contractor or Offeror as a result of such direction by the contracting agency, the Offeror may request the United States to enter into such litigation to protect the interest of the United States.

c) Certification of Non-Segregated Facilities

i. Offeror certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishment, and that he does not permit

his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. Offeror agrees that a breach of his certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed Sub-Contractors for specific time periods) he will obtain identical certifications from proposed Sub-Contractors prior to the award of such subcontracts exceeding $10,000.00 which are not exempt from the provisions of Equal Opportunity Clause, that he will retain such certification in his files, and that he will forward notice to such proposed Sub-Contractors (except where he has obtained identical certification from proposed Sub-Contractors for specific time periods.)

d) Notice to Prospective Sub-Contractors of Requirement for Certifications of Non- segregated Facilities
    i. A Certification of Non-segregated Facilities as required by the May 21, 1968, order on Elimination of Segregated Facilities, by the Secretary of Labor (33 Fed. Reg.
    ii. 7804, May 28, 1968), must be submitted prior to the award of a subcontract exceeding $10,000.00 which is not exempt form the provisions of the Equal Opportunity Clause. The Certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).
e) Note: The penalty for making false statements in offers is proscribed in 18 U.S.C. 1001.

3. Employer Report EEO-1
    a) The undersigned Offeror further agrees and certifies that if the Offeror has 50 or more employees, Offeror will file a complete and accurate report on Standard Form 100 (EE)-1) with a Joint Reporting Committee at the appropriate address per the current instructions within thirty (30) days of the Contract award and otherwise comply with and file such other compliance reports as may be required under Executive Order 11246, as amended, and Rules and Regulations adopted there under.
    b) Written Affirmative Action Program (if this Contract exceeds or will exceed $50,000)
        i. The undersigned Offeror further agrees and certifies that if the Offeror has 50 or more employees, Offeror will develop a written affirmative action compliance program for each of its establishments as required by Title 41, Code of Federal Regulations, Section 60.1.40 and 60.2
    c) Veteran Employment Clause

i. Offeror agrees to abide by and comply with provisions of the Affirmative Action Clause, Section 60-250.4 of 41 C.F.R. unless exempted as therein provided and which provisions are incorporated herein by reference to the same extent as though set forth herein full.

d) Executive Order 11758 – Employment of Handicapped Persons
   i. Offeror agrees that it will abide by and comply with the provisions of the Affirmative Action Clause, Section 60-741.4 of 41 C.F.R. (41 Fed. Reg. 16150, April 16, 1976), Affirmative Action for Handicapped Workers, which provisions are incorporated herein by reference to the same extent as though set forth herein in full.

e) Federal Procurement Regulation Amendment 153 – Utilization of Small Business Concerns Clause
   i. It is the policy of the Government that a fair portion of purchases and contracts for supplies and services for the Government be placed with small business concerns.
   ii. The Offeror agrees to accomplish the maximum of subcontracting to small business concerns that the Offeror finds to be consistent with the efficient performance of this Contract.

f) The Executive Order 11625 – Utilization of Minority Business Enterprise
   i. It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.
   ii. The Offeror agrees to use his best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this Contract. As used in this Contract, the term "minority business enterprise" means a business, at least fifty-one (51%) percent of the stock of which is owned by minority group members. For the propose of this definition, minority groups or members are African Americans, Mexican Americans, Asian Americans, Native Americans. Offerors may rely on written representations by Sub-Contractors regarding their status as minority business enterprises in lieu of independent investigation.

III. General Conditions for Proposal

A. Contract Term

The duration of the contract will be for twenty-four (24) months from the date signed. Further, this contract may be renewed, expanded and extended by mutual agreement in annual increments for a renewal period of two (2) years for up to two (2) renewals, provided that the funds for subject contract are available and approved annually by the City Council and that the Offeror has established a satisfactory record of performance.

B. Offeror's Relationship to the City

1. **Offeror as Independent Offeror**
   It is expressly agreed and understood that the Offeror is in all respects an Independent Offeror as to the work, and that the Offeror is in no respect an agent, servant or employee of the City. This contract specified the work to be done by the Offeror, but the method utilized to accomplish the work shall be the

responsibility of the Offeror.

2. **Subcontracting**
   Offeror may subcontract services to be performed hereunder with the prior approval of the City, which shall not unreasonably withhold approval. No such approval will be construed as making the City party of, or to, such subcontract, nor shall approval be construed as subjecting the City to liability of any kind to any Sub-Contractor. No subcontract shall, under any circumstances, relieve the Offeror of its liability and obligation under this Contract, and despite such subcontracting the City shall deal through the Offeror, and Sub-Contractors will be dealt with as workmen and representatives of the Offeror. It is The Offeror's responsibility to ensure that approved Sub-Contractors have achieved the same liability coverage as the Offeror.
3. **City Representative(s)**
   Unless provided otherwise elsewhere in the contract, the City may authorize representative(s) to act on behalf of the City on all matters relating to this contract, and/or services being performed hereunder. The representative(s) shall decide all questions which may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.
4. **Termination of Contract**
   Upon Thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Offeror, the City may without cause and without prejudice to any other right or remedy, terminate the Contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Offeror must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Offeror shall discontinue all work on the appointed last day of service and vacate the premises.

APPENDIX A

ACCOUNT NAME	CATEGORIES	6 MONTH AVERAGE
OPERATING FUNDS	Average Daily Balance	$5,000,000
	Monthly Debits / Checks	410
	Monthly Credits / Deposits	690
(Utility Billing ACH Debits)	Customers per month	1750
	Scanned Remote Deposit Items	5,500
PAYROLL FUNDS	Average Balance	$4,000
	Monthly Debits / Checks	45
	Monthly Credits / Deposits	2
(Employees / Bi-Weekly)	Total Employees	550
	Enrolled in Direct Deposit	550
	Direct Deposit Items/Transactions	620
OTHER FUNDS	Average Balance	$3,000,000
	Monthly Debits / Checks	11
	Monthly Credits / Deposits	12
TOTAL FOR ALL FUNDS	Average Balance	$8,004,000
	Monthly Debits / Checks	466
	Monthly Credits / Deposits	704
OTHER FUNDS		FUND NUMBER
	2008 GO Bond Debt Service	106
	2015 GRT Bond Debt Service	108
	2017 Recreation Bond Debt Service	216
	2017 Recreation Bond Proceeds	217
	Convention Center Event Account	222
	Convention Center Operating Account	222
	CDBG	305
	Federal Narcotic Seizure	512
	State Narcotic Forfeiture	513
	Justice Assistance Grant (JAG)	514
	Airport – PFC	613
	GRT Bond Debt Service 2008	624

	2005 WWTP Debt Service Reserve	633
	2014A WWTP Pump Debt Service	635
	2014B WWTP Bond Refund Debt Service	636
	2017 Smart Meter Bond Debt Service	638
	2017 Smart Meter Bond Proceeds	639
	Muni Court Bail Bond	820

APPENDIX B

City of Roswell Policy	Policy Name: Investment
Effective Date: 10/13/2017	Policy Number: FN0002
Revision Dates:	Page 1 of 4

1.0 Purpose:

The purpose of this policy is:

1. To provide guidance governing the investment functions of the City Treasurer's Office;
2. To ensure the safety of public funds by protecting investment principal, minimizing both credit risk and interest rate risk;
3. To maintain sufficient liquidity (cash flow) to both meet the operating requirements of the City and to avoid bank fees from analysis;
4. To attain the maximum yield possible consistent with the first two objectives while complying with the New Mexico Statutes per NMSA 1978.

2.0 Identification of Funds:

1. Pooled Investments:
   a. General Fund (101)
   b. Non-Major Funds
   c. Enterprise Funds
   d. Other

2. Non-Pooled Investments:
   a. Restricted – not Bonds
   b. Bonds

3.0 Standards of Care:

1. Investment Authority:

   a. City Treasurer/Finance Officer as appointed by City Manager
   b. Investment Officer as delegated by City Treasurer

2. Ethics and Conflicts of Interest:

   a. Individuals involved in City investments shall:

      i. Disclose any material interest in any financial institution with which they do business, including but not limited to personal accounts held and/or relatives working with said company;
      ii. Disclose any personal financial/investment positions that could be related to the performance of the investment portfolio;
      iii. Refrain from personal business activity that could conflict with the proper execution and management of the investment program or that could impair their ability to make impartial decisions;

iv. Refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City;
v. File personal disclosure forms as required by the Governmental Conduct Act and the City of Roswell Code of Conduct Policy.

3. Prudence:

a. City Treasurer and Investment Officer will perform their duties per the Prudent Investor Standard as follows:

i. Exercise reasonable care, skill, diligence and prudence in considering investments as they would in managing their own affairs;
ii. Carefully consider investments as a part of the overall investment strategy of the City;
iii. Create an investment portfolio that incorporates the risk and return objectives articulated in this policy;
iv. Follow all State Statutes pertaining to eligible types of investments and the necessity for separation of fund balances.

4. Personal Liability:

a. The City Treasurer and Investment Officer acting in accordance with New Mexico State Statutes and written procedures and this Investment Policy and exercising due diligence shall be relieved of personal liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 Safekeeping and Custody:

1. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:

a. Annual Audited Financial Statements;
b. Proof of Federal Deposit Insurance Corporation (FDIC) or other governmental depository insurance coverage;
c. Proof of National Association of Securities Dealers (NASD) certification;
d. Proof of State of New Mexico registration;
e. Certification of having read the City of Roswell Investment Policy.

2. All trades where applicable will be executed by delivery vs. payment (DVP). This ensures that securities are deposited in the eligible financial institution prior to the release of funds.

3. Securities will be held by a third party custodian as evidenced by safekeeping receipts.
4. Qualifications to become a City Depository:

    a. Annual Audited Financial Statements, as well as quarterly call reports;

        i. Financial Institutions whose annual reports indicate successive losses for the two (2) preceding years will not qualify for City Investments.
        ii. Financial Institutions not located within the corporate limits of the City must have assets in excess of one billion dollars ($1,000,000,000).

    b. Proof of Federal Deposit Insurance Corporation (FDIC) or other governmental depository insurance coverage;
    c. Proof of equity-to-asset ratio above levels recommended by Federal Regulatory agencies.

5.0 Internal Controls:

1. City Treasurer and Investment Officer will maintain sufficient internal controls to protect against the loss of public funds arising from negligence, theft or misuse. These controls require the following:

    a. Investment Officer will get approval for all investments activities, including any significant changes in market value, credit quality of investment positions or liquidity changes from the City Treasurer;
    b. Monthly reconciliations of investment accounts, bank accounts and total cash position to be submitted to the City of Roswell Finance Committee will include:

        i. Type of investment instrument, including financial institution
        ii. Purchase date
        iii. Cost/amount invested
        iv. Interest rate/equivalent yield
        v. Par value
        vi. Term of investment and maturity date
        vii. Yield at maturity

    c. Compliance with State Statutes monitored at least quarterly;
    d. Monthly verification of each Financial Institution's collateral statement for uninsured deposits in accordance with NMSA 1978 Section 6-10-16.

6.0 Investment Term:

1. City Treasurer is authorized to determine the most advantageous term for each investment. However, each of the following parameters must be met:

    a. The maximum term to final maturity shall not exceed five (5) years for any security without prior authorization of the City Council;
    b. Liquidity will be maintained at the number of months of the shortest investment;

        i. If the shortest investment is thirty (30) days, then liquidity will be required at an amount needed to cover thirty (30) days cash needs.
        ii. If the shortest investment is six (6) months then liquidity will be required at an amount needed to cover six (6) months cash needs.

    c. A system (investment ladder) will be established so that investments will be continually maturing every three (3) to six (6) months to ensure that liquidity needs are met and maintained.

7.0 Authorized Investment Types:

1. Certificates of Deposit in federally-insured Financial Institutions
2. Interest and non-interest bearing checking accounts in federally-insured financial institutions that meet the requirements for a City Depository when the amount exceeds the FDIC limit of $250,000
3. Money Market funds in federally-insured financial institutions who are also regulated by the Securities and Exchange Commission
4. United States Treasury obligations
5. United States Government Agency and Instrumentality obligations
6. Local Government Investment Pool (LGIP), established pursuant to Section 6-10-10.1 of the NMSA 1978 and operated by the New Mexico State Treasurer

Approved as to Form: _____ Date: 10/13/17
Aaron Holloman, City Attorney

Policy Approved: _____ Date: 10.13.17
Joseph Neeb, City Manager

Council Ratification Date: October 12, 2017

Accountability. Communication. Excellence. Integrity. Teamwork.

COST PROPOSAL FORM

RFP-19-006

FINANCIAL AND BANKING SERVICES

The price shall be required to be firm for the contract period Offerors must complete the following form. **Any** information pertaining to "Cost" or "Cost Proposal" must be enclosed in a **separate sealed envelope** and labeled as per indicated on Checklist included with this RFP document. If any other items needs to be added, an additional sheet may be included, and shall be attached to this "Cost Proposal Form".

Service Charge Detail	Monthly Volume	Unit Price	Monthly Fee	Comments
Depository Services				
FDIC Insurance				
Account Maintenance				
Deposits				
Deposit Corrections				
Duplicate Deposit Corrections				
Checks Paid – Truncated				
Checks Paid – Not Truncated				
ZBA Master				
ZBA Subsidiary				
Return Items – Chargeback				
Return Items – Reclear				
Deposited Items				
Electronic Debits				
Electronic Credits				
Stop Payments – Electronic				
Currency – Coin				
Currency / Coin Deposited / $100				
Coin Furnished / Roll				
Currency Furnished / $100				
ACH Services				
Monthly Maintenance				
Per Transmission				
Debits Originated Off – Us				
Debits Originated On – Us				
Credits Originated Off – Us				
Credits Originated On – Us				
Addenda Originated				
On-line Reports				
Fax Reports				
ACH Credits Received				
ACH Debits Received				
Deletions / Reversals, Per Item				

Service Charge Detail	Monthly Volume	Unit Price	Monthly Fee	Comments
Deletions / Reversals, Per File				
Return Items				
Notification of Change				
ACH Item Received (credit)				
ACH Item Received (debit)				
ACH Originated Item – One Day				
Payroll Card Fees				
Monthly Maintenance				
Employee Enrollment, Per Card Issued				
Employee Enrollment per Transmission				
Web Access, Per Company user ID				
Web Funding, Per item				
ACH Funding, Per item				
Wire Transfers				
On-Line Wire Maintenance Fees				
Electronic Wire Out Domestic				
Electronic Wire Out Book				
Incoming Wires – Domestic				
Template Maintenance				
Wire Advice Mail				
Wire Advice Fax				
Wire Advice Phone				
Bank Assisted Wires				
International Wires Out Bank Assisted				
International Wires Out Online				
Account Reconciliation				
Full Account Reconcilement – Maintenance				
Full Account Reconcilement – Per Item				
Full Recon File Transmission				
Partial Account Reconcilement – Maintenance				
Partial Account Reconcilement – Per Item				
Partial Recon Paid Check File Transmission				
Electronic Positive Pay Maintenance Per Account				
Electronic Positive Pay Maintenance Per Item				
CD-ROM Maintenance				
CD-ROM Per Image				
CD-ROM Disk				
Information Reporting				
Previous Day Service maintenance				
Current Day Service Maintenance				

Service Charge Detail	Monthly Volume	Unit Price	Monthly Fee	Comments
Per Account Fees				
Current Day Detail, per item				
Previous Day Detail, per item				
Paid Item Inquiry				
Image Inquiry, per item				
Direct Stop Pay Inquiry, per Item				
Direct Account Transfer				
Online Statements				
Controlled Disbursement				
Account Maintenance				
Per Debit				
Per Credit				
EDI				
EDI On-Line Maintenance (Receiving)				
EDI On-Line Per Transaction (Receiving)				
EDI Fax Maintenance (Receiving)				
EDI Fax, Per Page (Receiving)				
Automated Services				
Auto Overnight Investment Services				
Set-up Fees				
ACH Services				
Information Reporting Services				
ARP Services				
EDI Services				
Other				
Uncollected Funds				
NSF / Overdraft Fees				
Telephone Stop Payments				
Plastic Deposit Bags				
Check Printing Supplies				
Excess Collateral Fees				
Domestic Collections				
International Collections				
Letter of Credit Processing				
Courier Charges				
Overnight Delivery Charges				
Banking Center Deposits				

RFP-19-006

FINANCIAL AND BANKING SERVICES

BASIS UPON WHICH INTEREST IS PAID

(TO BE INSERTED WITH COST PROPOSAL SEALED ENVELOPE)

Please state the rate of interest to be paid to the City of Roswell on collected balances in this account(s), either as a flat (fixed) interest rate or as an adjustable (variable) interest rate.

Flat (Fixed) Interest Rate of _____ %

OR

Adjustable (Variable) Interest Rate bases on calculation of

_____

_____

_____

_____

_____

SUBMISSION CHECKLIST

RFP-19-006

FINANCIAL AND BANKING SERVICES

Checklist

- ☐ 1. Proposal
  - ☐ a. 1 Unbound "Original" (may be held together with a large binder clip)
  - ☐ b. 4 "Copies", bound either in a 3 ring binder or spiral binding
  - ☐ c. Order, with labeled Tab Dividers and detailed on the Table of Contents
    - ☐ 1) Cover Letter
    - ☐ 2) Title Page
    - ☐ 3) Table of Contents
    - ☐ 4) General Information about Firm.
    - ☐ 5) Transmittal Letter (separate from the Cover Letter)
    - ☐ 6) Firm's Experience and Qualification
    - ☐ 7) Scope of Services
- ☐ 2. Documents
  - ☐ a. Certificate of Insurance (if applicable)
  - ☐ b. Non-collusion Statement
  - ☐ c. Campaign Contribution Disclosure form
  - ☐ d. Proposal acknowledgment form
  - ☐ e. Vendor Information form
  - ☐ f. W-9 form
  - ☐ g. Bond (if applicable)
  - ☐ h. **Cost Proposal Form (Enclosed in a Separate Sealed Envelope)**
- ☐ 3. Packaging
  - a. Notation on the outside of the packaging:

    Sealed Proposal
    RFP-19-006
    - ☐ DUE DATE: **JUNE 11, 2019,** 2:00 P.M.
    - ☐ Offeror's Name
    - ☐ Offeror's Address
  - b. One Package - Two Envelopes
    - i. Proposal and Documents a-f
    - **ii. Cost Proposal**

      Sealed envelope shall be labeled:

      "COST PROPOSAL"
      RFP-19-006
      OFFEROR'S NAME

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective Offeror seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective Offeror must disclose whether they, a family member or a representative of the prospective Offeror has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the Offeror submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Offeror signs the contract, if the aggregate total of contributions given by the prospective Offeror, a family member or a representative of the prospective Offeror to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE OFFEROR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective Offeror is submitting a competitive sealed proposal or who has the authority to negotiate a sole source of small purchase contract that may be awarded without submission of sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective Offeror" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective Offeror" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective Offeror.

Name(s) of Applicable Public Official(s) if any:_____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE OFFEROR:

Contribution Made By: _____

Relation to Prospective Offeror: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) (Attach extra pages if necessary)

_____

_____

_____ _____
Signature Title/Position

_____
Date

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____
Signature Title/Position

_____
Date

PROPOSAL ACKNOWLEDGEMENT FORM

RFP#:	**RFP-19-006**
NAME:	**FINANCIAL AND BANKING SERVICES**
DEPARTMENT:	**FINANCE**
DATE OF OPENING:	**TUESDAY, JUNE 11, 2019,**
TIME OF RFP OPENING:	**2:00 P.M.**

TO: Air Freight Address: Chief Procurement Officer
City of Roswell
425 N. Richardson Ave.
Roswell, NM 88201

The undersigned, doing business in the City of Roswell, submits herewith, in conformity with the instructions, conditions and specifications for the above listed proposal:

WILL TAKE THE PROPOSAL OR PROPOSALS WHICH ARE IN THE BEST INTEREST OF THE CITY.

Submit 1 original of proposal plus **4** copies to be given to the evaluation committee.

ACKNOWLEDGEMENT OF: ***□ ADDENDUM "ONE"*** ***□ ADDENDUM "TWO"***

Proposal must remain valid **120 days** after proposal opening unless otherwise stated herein.

Offeror Name:	Signed by:
Mailing Address / City / State / Zip:	Printed Name:
Phone Number:	Email Address:
Fax Number:	Date:

ROSWELL
New Mexico

City of Roswell

VENDOR NO. _____
(Assigned by Purchasing Dept.)

VENDOR INFORMATION FORM FOR: REQUEST FOR PROPOSAL OR INVITATION TO BID

COMPANY INFORMATION (Please Type or Print Legibly)			
Company Name:			
DBA (*if applicable):*			
Address:			
City / State / Zip:			
Owner Name:			
Email Address:			
Company Phone #:		Fax #:	

REMITTANCE INFORMATION (if different than above)	
Company Name:	
DBA (*if applicable):*	
Address:	
City / State / Zip:	

ACCOUNTS RECEIVABLES INFORMATION (if different than above)			
AR Contact Name:			
Email Address:			
AR Contact Phone #:		Fax #:	

TAX IDENTIFICATION NUMBER		
Federal Tax ID # (Business)	**New Mexico State ID (CRS ID#)**	**Social Security # (Individual Only)**

CHECK THE BOX WHICH INDICATES YOUR TYPE OF ORGANIZATION					
Individual/Sole/proprietor		C Corporation		Limited liability company	
Or single-member LLC		S Corporation		C=Corporation S=S Corp P=Partnership	
		Partnership		Other:	

A Year End 1099-MISC will be issued for a service industry or construction industry Vendor per IRS requirements.

(Revised: May 2019)

seeroswell.com

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

Requester's name and address (optional)

CITY OF ROSWELL
PO BOX 1838
ROSWELL NM 88202

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ► | **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Legal Committee

Meeting Date: 09/24/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan **CHAIR:** Cristina Arnold

ACTION REQUESTED:

Discussion: The use of Automatic License Plate Reader (ALPR) technology and policies and procedures to ensure the appropriate use of the technology. (Councilor Arnold)

BACKGROUND:

Initiated by: Councilor Arnold

The use of Automatic License Plate Reader (ALPR) technology as a tool to assist law enforcement and public safety operations. ALPR systems use cameras and related technology to capture and process license plate information, which may be used to identify vehicles of interest and support investigations. In light of the concerns expressed by the public, this discussion item will focus on the policies and procedures in place at the Roswell Police Department (RPD). It is hoped that this review will allow people to better understand the technology and its implementation by RPD as well as be informed about the safeguards currently in place and provide a forum for suggestions of additional safeguards that could be used to minimize privacy concerns associated with the use of ALPR technology.

FINANCIAL CONSIDERATION:

N/A

LEGAL REVIEW:

Legal may provide guidance regarding appropriate policies and procedures to ensure the RPD's use of Automatic License Plate Reader (ALPR) technology complies with applicable law.

BOARD AND COMMITTEE ACTION:

N/A

STAFF RECOMMENDATION:

N/A

Attachments

Current Policy - ALPR
Pending Draft Policy - ALPR

Automated License Plate Readers (ALPRs)

612.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage, and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

612.2 POLICY

The policy of the Roswell Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

612.3 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Roswell Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction, and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Support Services Lieutenant. The Support Services Lieutenant will assign members under their command to administer the day-to-day operation of the ALPR equipment and data.

612.4 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use, the equipment or database records for any unauthorized purpose.

(a) An ALPR shall only be used for official law enforcement business.

(b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.

(c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped vehicles to canvas areas around homicides, shootings, and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.

(d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.

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(e) No ALPR operator may access confidential department, state, or federal data unless authorized to do so.

(f) If practicable, the officer should verify an ALPR response through the appropriate official law enforcement database before taking enforcement action that is based solely on an ALPR alert.

612.5 DATA COLLECTION AND RETENTION

The Support Services Lieutenant is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

All stored ALPR data should be retained in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances, the applicable data should be downloaded onto portable media and booked into evidence.

612.6 ACCOUNTABILITY

All data will be closely safeguarded and protected by both procedural and technological means. The Roswell Police Department will observe the following safeguards regarding access to and use of stored data:

(a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date, and time.

(b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or

department-related civil or administrative action.

(c) ALPR system audits should be conducted on a regular basis.

612.7 SECTION TITLE

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

(a) The agency makes a written request for the ALPR data that includes:

1. The name of the agency.
2. The name of the person requesting.
3. The intended purpose of obtaining the information.

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(b) The request is reviewed by the Support Services Lieutenant or the authorized designee and approved before the request is fulfilled.

(c) The approved request is retained on file

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy.

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All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Special Projects Lieutenant. The Special Projects Lieutenant will assign members under their command to administer the day-to-day operation of the ALPR equipment and data.

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(d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.

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Legal Committee

Meeting Date: 09/24/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan **CHAIR:**

ACTION REQUESTED:

Discussion: Municipality's Home Rule Charter (Nairn-Mahan)

BACKGROUND:

The Legal Committee will discuss the Municipality's Home Rule Charter, including the purpose and scope of the Charter and any legal or policy considerations that may warrant review.

FINANCIAL CONSIDERATION:

None

Attachments

Home Rule

Chapter 28

HOME RULE CHARTER

GENERAL

Article X, Section 6 (the Home Rule Amendment) of the New Mexico Constitution, adopted on November 3, 1970, makes any municipality which has adopted a charter since that time a "Home Rule" municipality. Only two municipalities with charters (Las Vegas and Silver City) are not "Home Rule" municipalities because their charters were adopted before the Constitutional amendment and new charters have not been adopted since.

WHAT IS HOME RULE?

Home Rule reverses the general rule, called "Dillon's Rule," regarding municipal powers (with some exceptions which are explained in the publications referred to in the next paragraph). Dillon's Rule says that a municipality is considered a creation of the state and, if it does not have Home Rule, a municipality has only those powers either granted by specific statutory authority, implied from some specific statutory grant, or essential to the objects and purposes of a municipality. On the other hand, if a municipality adopts a Home Rule charter, it may, in general, exercise any power or perform any function not expressly denied by statute or its own charter. Thus, the functions and duties of the Municipal Clerk in a Home Rule municipality may vary significantly from those of a Municipal Clerk in the statutory (non-Home Rule) municipality, and some portions of this manual may not be applicable.

What Home Rule authority means to a municipality, including exceptions, is explained in an out-of-print New Mexico Municipal League publication. The short brochure is entitled "Home Rule in New Mexico," and provides a concise and simplified explanation of Home Rule for the general information of mayors, governing body members, appointed officials, and interested citizens. Copies of this publication are available from the League office.

ADOPTING A CHARTER

Since any municipality in New Mexico may adopt a charter, every Municipal Clerk should have at least a general acquaintance with the charter adoption process, and with the Municipal Clerk's duties in relation to that process. The Municipal Charter Act (§§ 3-15-1 through 3-15-16) specifies the procedure to be followed.

Action toward adopting a municipal charter may be started either by receipt of a petition signed by 5% of all qualified electors (registered resident voters) or by action of the governing body, presumably by resolution. Either way it is started, the governing body appoints a charter commission to draft a proposed charter. The charter commission shall consist of not less than seven members and no more than a simple majority may belong to the same political party. The charter commission must file a proposed charter with the Municipal Clerk within 180 days of the date of its appointment (§ 3-15-5) and a municipal election on the proposed charter must be held within one year after the appointment of the charter commission (Article X, Section 6, NM Constitution).

The charter commission will file a draft charter with the municipal clerk for approval by the governing body. If the governing body disapproves the proposed charter, it is returned to the charter commission, who must revise it to meet the governing body's requirements and file the revised charter with the Municipal Clerk within 60 days. This procedure continues until the governing body approves the proposed charter (§ 3-15-9).

Once the governing body has approved the proposed charter, the mayor must, within five days after approval, issue a proclamation calling a special election on the question of charter adoption (§ 3-15-9). The election is conducted in the same manner as other special municipal elections, and the choices on the ballot must be "In favor of adoption of the charter" and "Against adoption of charter" (§ 3-15-10). Additional requirements include publication of the proposed charter once each week for four consecutive weeks, and distribution of at least 1,000 copies of the proposed charter at least three weeks before the election (§ 3-15-15).

If the majority vote at the election is in favor of adoption of the charter, the mayor must issue another proclamation calling for the election of any elective officers provided for in the charter. This election is to be held at least 10 days before the effective date of the charter, and is to be conducted in accordance with the provisions of the charter (§ 3-15-11). To the extent the charter does not provide election procedures, the election procedures in the Municipal Election Code must be followed.

Legal Committee
Meeting Date: 09/24/2026
COMMITTEE: Legal
CONTACT: C. Josh Nairn-Mahan **CHAIR:**

ACTION REQUESTED:

Discussion: Overview concerning internal and external IT system security training efforts. (Nairn-Mahan)

Legal Committee
Meeting Date: 09/24/2026
COMMITTEE: Legal
CONTACT: C. Josh Nairn-Mahan **CHAIR:** Cristina Arnold

ACTION REQUESTED:

Resolution 26-XX: consider recommending adoption of Resolution 26-XX shall require the removal or demolition of three (3) dilapidated structures. (Toby Franco)

BACKGROUND:

Initiated by: Toby Franco These structures constitute a public nuisance harmful to the public health, safety and general welfare.

FINANCIAL CONSIDERATION:

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

LEGAL REVIEW:

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

BOARD AND COMMITTEE ACTION:

This is to be reviewed by the Legal Committee at their meeting on September 24, 2026.

STAFF RECOMMENDATION:

Resolution 26-XX: consider recommending adoption of Resolution 26-XX shall require the removal or demolition of three (3) dilapidated structures.

Attachments

ATT 1 Resolution 26-XX Condemnations
ATT 2 Resolution 26-XX Condemnations

CITY OF ROSWELL
RESOLUTION 26-XX

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

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

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

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

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

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

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

ADOPTED, SIGNED AND APPROVED 8th day of October 2026.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

Location	Condition	Name
316 S BEECH AVE RONNIE OTERO Lot 1 Quarter NE S 4 T 11S R 24E DOC# 202404402 QCD	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	MARTINEZ, MARIA L 316 S BEECH AVE ROSWELL, NM 88203
321 E REED ST SOUTH HIGHLANDS REDIVISION Block 2B Lot 2	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	RODRIGUEZ MATA, XOCHITL; RODRIGUEZ MATA, IRVIN A; RODRIGUEZ NORIEGA, MARIO 321 E REED ST ROSWELL, NM 88203
604 S MISSOURI AVE ALAMEDA HEIGHTS Block 10 Lot 1 S2	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	CONLEY, ROWINE 604 S MISSOURI AVE ROSWELL, NM 88203

316 S BEECH AVE





321 E REED ST





604 S MISSOURI AVE





Legal Committee
Meeting Date: 09/24/2026
COMMITTEE: Legal
CONTACT: C. Josh Nairn-Mahan **CHAIR:** Will Cavin

ACTION REQUESTED:

Consider recommending approval for Custom Construction II, LLC to enter into a 1-year lease beginning October 15, 2026, and ending October 14, 2027, for a parcel of land at the Roswell Air Center. (Michelle Sanchez)

BACKGROUND:

Initialed by Michelle Sanchez

Custom Construction II, LLC has requested to enter into a one-year lease at the Roswell Air Center consisting of 90,000 square feet, more or less. The lease premises will be utilized for the dismantling of transitional aircraft. The proposed lease term will commence on October 15, 2026, and expire on October 14, 2027.

FINANCIAL CONSIDERATION:

See Fiscal Impact below.

Tenant agrees to pay forty thousand dollars and zero cents ($40,000.00), payable in 12 monthly installments of $3,333.33.

LEGAL REVIEW:

City Attorney has reviewed this lease.

BOARD AND COMMITTEE ACTION:

Legal Committee will be the first to consider this item.

STAFF RECOMMENDATION:

Staff recommends to proceed as presented.

Attachments

Custom Construction II, LLC ground lease

MUNICIPAL LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT (the "Lease"), is made and entered into as of the date of the last signature below, by and between the City of Roswell, a New Mexico municipal corporation existing under the laws of the State of New Mexico (together with its successors and assigns) ("City"), and Custom Construction II LLC, a New Mexico Limited Liability Company ("Lessee"). The City and Lessee are collectively referred to herein as "The Parties."

WHEREAS, City has agreed to lease to Lessee the real property described below, in Chaves County, New Mexico, and Lessee has agreed to lease said real property and improvements from City.

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

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

ARTICLE 1 – GRANTING CLAUSE AND LEASED PREMISES.

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

Area of land consisting of 90,000 square feet more or less, located at the Roswell Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

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

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

ARTICLE 2 – TERM

2.01 Lessee shall commence leasing of the Leased Premises effective on October 15, 2026, for 1 year and shall terminate on October 14, 2027. This shall collectively be known as the "Lease Period," unless terminated or canceled earlier as herein provided. City hereby approves, and shall not contest, relinquishment of this Lease by Lessee at any time following the Termination Date, provided that Lessee is not in default of the Lease at the time of said relinquishment, and also that Lessee surrenders the Leased Premises in compliance with this Lease.

ARTICLE 3 – RENT

3.01 Lessee agrees to pay to City as rent the sum of Forty Thousand Dollars ($40,00.00) payable in 12 monthly installments of Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($3,333.33). Rent and other fees, if any, are due on the first day of each month. Time is of the essence with regard to the payment of rent.

3.02 If Lessee fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Lessee shall pay to City an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting City in the exercise of any other right or remedy to which it may be entitled by reason of Lessee's failure to pay rent when due. All rent shall be paid to City without abatement, reduction or setoff of any kind except as herein specifically provided.

ARTICLE 4 – SECURITY DEPOSIT OR BOND

4.01 SECURITY DEPOSIT. Lessee will pay the amount of Three Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three cents ($3,333.33) as a security deposit for Lessee's full and faithful performance of all terms of this Lease. This amount shall be used by City at the termination of this Lease toward a. payment for rent or penalties due City, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Leased Premises, and c. the cost of removal of any hazardous material not properly disposed of by Lessee. Upon termination or expiration of this Lease, the security deposit shall first be applied to necessary cleaning and removal, repairs, and the remaining balance, if any, may then be applied to rentals and penalties then owing to City. Any refund of the security deposit due Lessee will be delivered or mailed within 60 days after the termination of this Lease.

ARTICLE 5 – CONDITION OF LEASED PREMISES

Lessee is reasonably familiar with the Leased Premises and accepts Leased Premises in its present condition "as is". Lessee acknowledges that any requirements for accessibility and/or public accommodation(s) are Lessee's responsibility. The Parties recognize and acknowledge that no environmental inspection of the Leased Premises has been undertaken and Lessee in no way assumes any responsibility or liability for any unseen or unknown environmental conditions that may exist. Lessee agrees that, at the expiration of the term hereof, it shall yield up and deliver the Leased Premises to City in as good repair and condition as when received, ordinary wear and tear excepted.

ARTICLE 6 – PURPOSE AND USE OF THE LEASED PREMISES

6.01 PERMITTED USE. Lessee shall use the Leased Premises for dismantling transitional aircraft purposes only and in full compliance with FAA requirements. No other uses shall be permitted.

6.02. SPECIAL EVENTS. City may, at its discretion, conduct or host special activities or events near or about the Premises or elsewhere at or about Airport. The City shall not be liable to Lessee or any Sublessee for any actual or alleged cost or loss, including, but not limited to, any actual or alleged loss of revenue or goodwill, caused by, resulting from, arising out of, relating to, or in connection or conjunction with such special events. The City shall make reasonable efforts to conduct any and all Special Events so as to minimize adverse effects upon Lessee and the Leased Premises and will not infringe upon the Lessee's leasehold interests contemplated or granted herein without good cause or otherwise directed by governmental agencies authorized to regulate such Special Events.

6.03 MAINTENANCE.

a. While this Lease is in effect, the Lessee agrees to maintain the Leased Premises, at its sole cost and expense, in accordance with the Roswell Air Center's (RAC) Minimum Standards and RAC Rules and Regulations as written and amended. Lessee shall also comply with all applicable federal, state, and local laws, ordinances, regulations, codes, and requirements relating to the Leased Premises, including, without limitation, all applicable fire, life-safety, building, and fire prevention codes. The obligations in this paragraph shall bind lessee only to the extent governmental requirements do not frustrate the purpose of this agreement. City will not be under any obligation to operate or maintain the Leased Premises during the Lease Period, other than its responsibility to provide and maintain utilities for utility services it provides to the Leased Premises.

b. Lessee shall keep the Leased Premises and any improvements thereon clean, orderly, and free from debris at all times in accordance with Roswell Air Center's ("RAC") Minimum Standards and RAC Rules and Regulations, as written and amended. Lessee shall take all necessary measures, including the installation and maintenance of appropriate fencing or other containment methods, to prevent trash, debris, materials, or other loose items from blowing, scattering, or leaving the Leased Premises. Lessee shall leave the Leased Premises in a broom-clean condition and shall remove all trash, debris, equipment, materials, and personal property not otherwise permitted to remain on the Premises.

c. City shall be the sole and reasonable judge of the quality of exterior maintenance and, upon written notice by City to Lessee, Lessee shall be required to perform whatever maintenance City deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with the level of maintenance provided by the City over the last 20 years and of that required of other City Lessees in comparable facilities.

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

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

a. **Spill Reporting; Cure Period**. Without limiting the foregoing, if either Lessee or its agents, employees invitees, or contractors should in any manner, leak, discharge, spill or release hazardous materials, including but not limited to fuel, oil, petroleum products, cleaning solvents, degreasers, deicing chemicals, or other fluids upon the Leased Premises, Lessee shall promptly notify Lessor in writing of any spill, release, discharge, or leakage of any hazardous, regulated, or contaminating substance on, under, or about the Premises, regardless of quantity. Upon notice from Lessor of any violation arising from such spill, release, discharge, or leakage, Lessee shall have sixty (60) days after receipt of written notice from Lessor to cure the violation and remediate the condition to the extent required by applicable law. Failure to cure within such sixty (60)-day period shall constitute an Event of Default under this Lease, unless such cure cannot reasonably be completed within a period.

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

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

d. The foregoing indemnity shall survive the expiration or earlier termination of this Lease and will not be affected in any way by the amount of or the absence in any case of covering insurance or the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Leased Premises. In addition, Lessee shall be responsible

for any environmental cost associated with negligence or willful acts or omission by Lessee, and notifications to appropriate regulatory agencies arising there from.

e. Lessee may relinquish this Lease in the event that occupancy is known to be or suspected of being hazardous to occupants' health or safety.

ARTICLE 7 – UTILITY AND OTHER CHARGES

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

ARTICLE 8 – LIEN

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

ARTICLE 9 – PERSONAL PROPERTY

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

ARTICLE 10 – IMPROVEMENTS

10.01 The Leased Premises include improvements, including but not limited to existing infrastructure used for Aeronautical purposes. Lessee may use the existing improvements or remove existing improvements, subject to prior written approval by City which shall not

unreasonably be withheld provided such proposed improvements conform with RAC minimum standards and RAC rules and regulations In addition, Lessee may place the following improvements on the Leased Premises:

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

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

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

ARTICLE 11 – RELINQUISHMENT

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

ARTICLE 12 – ASSIGNMENT

Lessee shall not assign this Lease, any part thereof, or assign any improvements located on the Leased Premises without the prior written amendment of this Lease pursuant to Article 22 hereof to permit such assignment. Any lease assignment without lease amendment shall be null and void.

ARTICLE 13 – SUBLEASE

Lessee may not sublease all or any portion of the rights granted hereunder, the Leased Premises, or any improvements located on the Leased Premises without the prior approval of the City. Any sublease shall be subject to all applicable provisions of this Lease, as well as the Roswell Air Center's ("RAC") Minimum Standards and RAC Rules and Regulations, as written and amended from time to time. Lessee shall remain fully responsible and liable for the performance of all obligations under this Lease, and no sublease shall release or diminish Lessee's duties or liabilities hereunder. Each sublessee shall comply with all applicable federal, state, and local laws, and all RAC Minimum Standards and RAC Rules and Regulations.

ARTICLE 14 – COLLATERAL ASSIGNMENT

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

ARTICLE 15 – WAIVER

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

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

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

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

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

ARTICLE 17 – LIABILITY; INDEMNIFICATION; INSURANCE.

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

17.02 INDEMNIFICATION. Lessee shall, upon demand by City, defend with counsel acceptable to the City, indemnify, and hold harmless the City, its elected and appointed officials, officers and City's employees, agents, and contractors, in their official capacities, from any and all liabilities, claims, losses, damages, or expenses, including but not limited to reasonable attorneys' fees, loss of land value, third party claims, penalties or removal, remedial or restoration costs arising out of, alleged to arise out of or indirectly connected with the operations hereunder of Lessee or Lessee's employees, agents, contractors, or invitees, the activities of third parties on the Leased Premises, but only as to such operation or omissions that occurred with Lessee's actual knowledge or consent. In the event that any action, suit or proceeding is brought against Lessee, Lessee shall, as soon as practicable but no later than three (3) days after it receives notice thereof, notify the legal counsel of City. This Paragraph shall survive the termination, cancellation or relinquishment of this Lease, and any cause of action of City to enforce this provision shall not be deemed to accrue until City's actual discovery of said liability, claim, loss, damage, or expense.

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

Lessee shall not be responsible for the investigation, remediation, or correction of environmental contamination existing on the Leased Premises prior to the commencement of the Lease and not caused, contributed to, exacerbated, released, disturbed, or migrated by any act or omission of Lessee, its employees, agents, contractors, invitees, or affiliates.

17.03 INSURANCE. Lessee shall purchase, or cause to be purchased, and maintain in effect during the Term of this Lease with insurance carriers or risk retention groups authorized to do business in the State of New Mexico and approved by the City, any insurance required by this paragraph. The insurance and additional insured requirements contained in this Lease are considered minimum coverage amounts, and Lessee may elect greater coverage limits than what is specified in this Agreement or as may be required by law. All applicable coverage, unless specified otherwise, shall remain in full force and effect until the expiration, cancellation, or termination of the Agreement and for the subsequent year following the expiration, cancellation, or termination for loss covered by and occurring during the term of the Lease.

A. General Liability Insurance

Lessee shall carry and maintain, at Lessee's cost and expense, a policy of commercial general liability insurance (in the broadest form then available in New Mexico) that names the City as an insured party or additional insured party protecting the City against claims for bodily injury, personal injury, death, and property damage. Such insurance must include coverage for all exposures arising from Lessee's operations, and contractual liability, to protect the Lessee and any additional insured parties from claims for bodily injury, including death, as well as from claims for property damages or loss which may arise from activities, omissions, and operations of the Lessee under the Lease, whether such activities, omissions, and operations be by the Lessee, subcontractor, or by anyone employed by or acting for the benefit of the Lessee in conjunction

with this Lease. Such liability insurance coverage shall also extend to damage, destruction, and injury to City-owned or City-leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of Lessee.

Such an insurance policy must specifically provide coverage for the City and its employees and agents in minimum amounts of $1 million dollars ($1,000,000.00) for damage to or destruction of each legally described real property arising out of a single occurrence; 1 million dollars ($1,000,000.00) per occurrence for bodily injury, personal injury or death; and $1 million dollars ($1,000,000.00) with respect to any one occurrence. Higher coverage for the City may be reasonably required by the City from time to time, including but not limited to increases needed to provide complete coverage for City's maximum liability under the New Mexico Tort Claims Act, NMSA 1978 § 41-4-1 et seq., and New Mexico Civil Rights Act, NMSA 1978 § 41-4A-1 et seq. City shall have no liability for premiums charged for such coverage, and inclusion of City as an insured party is not intended to, and shall not make City a partner or joint ventures with Lessee in its operations.

The above required Liability limits can be a combination of Primary Limits and Excess Liability/Umbrella limits. For example, certificates or policies stating that the insurer shall "endeavor to notify" and that "failure to give such notice imposes no obligation" on the insurer are unacceptable to City. Lessee has submitted a proposed policy for review that the City finds acceptable. Failure to comply with the insurance specifications in this Lease is a material breach of the Lease. Different types of required insurance may be written in one or more policies.

In the event of any cancellation of any insurance coverage required by or on behalf of Lessee pursuant to this Lease, whether it be for non-payment of premium or for other than non-payment of premium, or in the event of any adverse, material change of any insurance required by this Lease, effected by the insurance carrier providing such coverage, Lessee must email a copy of the cancellation notice or notice of adverse, material change to City's legal counsel and mail a copy to the address below no later than three (3) business days after the receipt of a cancellation notice or a notice of adverse material change.

Air Center Manager
1 Jerry Smith Circle
Roswell, New Mexico 88203

City agrees to waive its rights of subrogation that it may have against Lessee in the event Lessee's insurance providers pay insurance proceeds to City based on any act or failure to act by Lessee.

Article 18.USE OF THE PREMISES. Security Responsibilities of Tenant, Tenant Employees, and Other Persons.

a. No person may:

i. Tamper, interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper, interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.
ii. Enter, or be present within, a Secured Area, AOA, SIDA, or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.
iii. Use, allow to be used, or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or Vehicles in Secured Areas, AOAs, or SIDAs in any other manner than that for which it was issued by the Airport Authority.

b. Security Badges
    i. Airport ID Badge
        1. Persons who work or do business on Airport property on a permanent or long-term (longer than 30 days) basis must have an Airport-issued identification in the form of an Airport ID badge. An individual holding an Airport ID badge may also be referred to as "badged personnel."
    ii. Airport ID Badge Holder and Tenant Security Responsibilities / Access Control Procedures
        1. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security, these Rules and Regulations.
c. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security, these Rules and Regulations.
d. Tenants and tenant employees are responsible for controlling access to doors, gates, and other passageways between the AOA and the landside of the airport through their lease areas.
e. A breach in security caused by a tenant or tenant employee that results in a TSA, Airport Security Coordinator, or Airport Director finding of negligence will be cause to review, suspend, or withdraw access privileges, impose additional training requirements, and/or impose other penalties as provided by these Rules and Regulations and the Airport Security Program.
f. Tenant shall use the Leased Premises solely for the purpose of dismantling transitional aircraft together with such other related uses as shall be

reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. The Roswell City Code shall bind tenant or, as may be amended from time to time, and all applicable policies and procedures of the Roswell Air Center (ROW).

g. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State, and local regulations, laws, and ordinances of the City of Roswell in disposal of any such materials. To the extent it is proven in legal proceedings in a court of competent jurisdiction that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including:
    i. Environmental claims.
    ii. Environmental expenses, including, without limitation, the handling, investigation, treatment, storage, decontamination, remediation, removal, transport, or disposal of such hazardous materials when caused by Lessee.
    iii. Liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.
    iv. Obligations and/or liabilities of Tenant in this section are limited to actions directly caused by Tenant.

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

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

The Parties acknowledge that the building, in its existing configuration as of the Effective Date, is not currently identified by the City as a hazard or obstruction to airport operations. Notwithstanding the foregoing, nothing herein shall be construed as limiting the City's authority to address future safety, operational, regulatory, or airport development requirements, including any requirements imposed by applicable law, governmental authority, or aviation regulatory agency. Any replacement structure shall be subject to the City's prior approval and all applicable laws, regulations, and airport requirements.

ARTICLE 19 – DEFAULT AND CANCELLATION

Upon Lessee's violation of any of the terms, conditions, or covenants contained herein, including the failure to pay the rent when due, City may cancel this Lease after providing Lessee sixty (60) days' notice of the default by registered mail. The mailing of such notice as herein provided shall constitute notice of City's intention to cancel the Lease, and no proof of receipt of such notice shall be necessary in order for City to enforce the lease cancellation sixty (60) days after the mailing of the notice if Lessee has not cured the default to City's satisfaction within said sixty (60) day period. Lessee agrees that if a court of competent jurisdiction determines that Lessee has breached any of the terms, conditions, or covenants of this Lease, Lessee shall pay the costs uncured by City in litigating the default, including reasonable attorneys fee. In the event of a breach of the terms of this Lease by the Lessee, the City also shall have all remedies available at law or equity.

ARTICLE 20 – DAMAGE OR DESTRUCTION OF LEASED PREMISES

In the event the building which Lessee has contracted to purchase from the City simultaneously with the execution of this Lease is damaged or destroyed beyond commercially reasonable repair, in Lessee's reasonable determination, Lessee shall have the option to either terminate this Lease or construct a replacement building by giving written notice of its election to the City within One Hundred Eighty (180) days of the damage or destruction. Lessee's written Notice of Election shall be sent via Certified U. S. Mail, Return Receipt Requested to the City at its address provided for herein. In the event Lessee elects to terminate this Lease, this Lease shall terminate on the last calendar date of the month in which Notice of Election is mailed to City. Upon termination, Lessee's responsibilities under this Lease shall terminate. In the event Lessee elects to construct a replacement building on the Leased Premises, Lessee shall diligently prosecute the construction of the replacement building. In the event Lessee elects to construct a replacement building, the Lease Term provided herein shall automatically extend by the amount of time this Lease was in effect prior to the damage giving rise to the destruction of the building.

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

Lessee shall fully comply with all federal and state laws, regulations, rules, ordinances and requirements, applicable to the Leased Premises or to Lessee's operations thereon, including but not limited to all applicable federal and state laws governing water, endangered or threatened species, hazardous materials, environmental protection, land use, health and safety, cultural, historic or archeological/paleontological properties, waste, trespass, including all applicable federal, state, or local law or regulations that may be promulgated after the effective date of this Lease. Lessee agrees to protect the Leased Premises from waste or trespass. Lessee's compliance with all laws, regulations, and policies shall be at its own expense.

ARTICLE 22 – SCOPE OF AGREEMENT

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

ARTICLE 23 – AMENDMENT

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

ARTICLE 24 – APPLICABLE LAW

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

ARTICLE 25 – SUCCESSORS IN INTEREST; THIRD PARTIES

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

ARTICLE 26 – BANKRUPTCY

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

ARTICLE 27 -- HOLDOVER

If Lessee enters upon the Leased Premises after the termination or cancellation of this lease for any purpose, or leaves any equipment, buildings, materials, property or debris on the Leased Premises after the termination or cancellation of this lease, the rent due City for such entry or

presence shall be prorated as provided in Article 3 plus 15% administrative for each day or any part of a day. Nothing contained herein shall be construed as the grant to Lessee of the right to enter the Leased Premises for any purpose after the termination or cancellation of this Lease without the prior written consent of City.

ARTICLE 28 – NOTICES

The addresses for notice are:

For Notice to City:
Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

For Notice to Lessee:

Custom Construction II, LLC
4 Wool Bowl Circle.
Roswell, NM 88201

ARTICLE 29 – RULES OF CONSTRUCTION

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

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

ARTICLE 30 – CALCULATION OF TIME

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

ARTICLE 31 – STATUS OF CITY

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

ARTICLE 32 – ENTIRE AGREEMENT AND AMENDMENT

This Lease is intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the Parties having been incorporated herein. No course of prior dealings

between the Parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease. No representations, understandings, or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein.

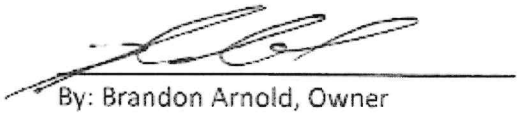
IN WITNESS WHEREOF, this Lease is executed the __ day of October, 2026.

For City

_____

By: Hessel Yntema, City Manager

For Lessee:



By: Brandon Arnold, Owner

Attest:

_____

Amalia Martinez, City Clerk

Approved as to Form:

_____

Christopher J. Nairn-Mahan, City Attorney

LEASE AGREEMENT

2.07 acres for dismantling. No utilities on site. Land lease for .44 per square foot. (90,000 square feet) Annual Rent $40,000.00
Payable Monthly $3,333.33

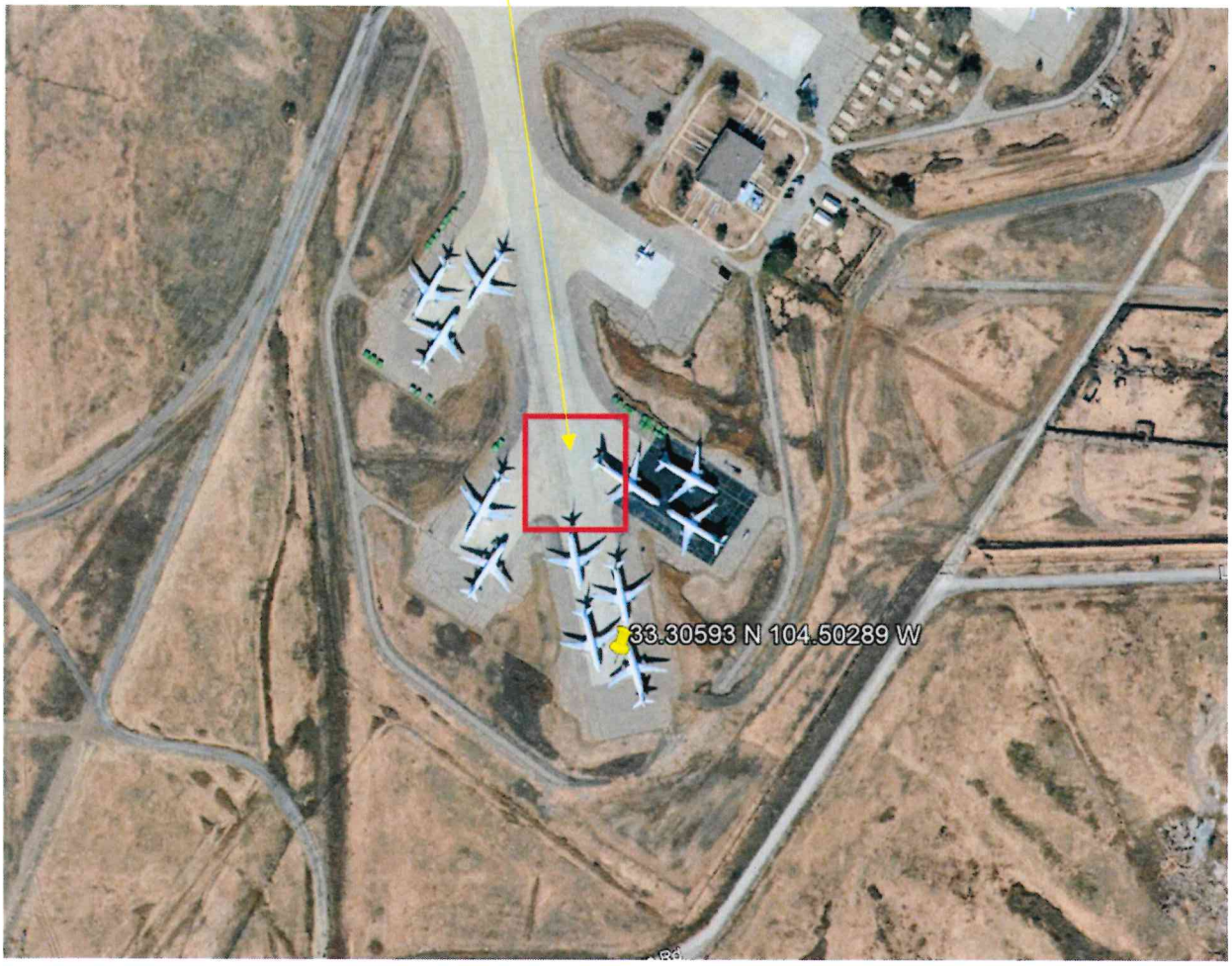


EXHIBIT C: INSURANCE

1. MINIMUM SCOPE OF INSURANCE

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

☒ I. **Commercial General Liability** ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence.

☒ II. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Custom Construction II, LLC has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **$1,000.000.00** per accident for bodily injury and property damage.

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

☒ IV. **Professional Liability (Errors and Omissions):** Insurance appropriate to Custom Construction II, LLC profession, with limit no less than **$1,000,000.00** per occurrence or claim, **$2,000,000.00** aggregate.

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

b. If Custom Construction II, LLC maintains broader coverage and/or higher limits than the minimum shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by Carlton Walker.

2. ADDITIONAL INSURED STATUS

The City, its council members, officials, officers, employees, agents, and volunteers are to be coverage as additional insured on the CGL policy with respect to liability arising out of the Work performed by or on behalf of Custom Construction II, LLC, including materials, parts or equipment furnished in connection with

the Work. General Liability coverage can be provided in the form of an endorsement to insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10,0CG 20 26, CG 20 33, CG 20 38, CG 20 37 form is later revisions used)

3. **PRIMARY COVERAGE**

For any claims related to this Agreement, Custom Construction II, LLC insurance shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its council members, officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its council members, officials, officers, employees, agents, and volunteers shall be excess of Custom Construction II, LLC insurance and shall no contribute to it.

4. **NOTICE OF CANCELLATION**

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

5. **WAIVER OF SUBROGATION**

Custom Construction II, LLC hereby grants to the City a waiver of any rights to subrogation which any of Custom Construction II, LLC insurers may acquire against the City by virtue of the payment of any loss under such insurance. Custom Construction II, LLC agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the city has received a waiver of subrogation endorsement for the insurer.

6. **SELF-INSURED RETENTIONS**

Self-insured retentions must be declared to and approved by the City. The City may require Custom Construction II, LLC to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses with the retention. Custom Construction II, LLC

7. **ACCEPTABILITY OF INSURERS**

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

8. **CLAIMS-MADE POLICIES**

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

i. The Retroactive Date must be shown, and must be before the Effective Date of this Agreement or the beginning of the Work hereunder.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Work.

iii. If coverage is canceled or not renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, Carlton Walker

iv. Must purchase "extended reporting" coverage for a minimum of five years after completion of the Work.

9. **VERIFICATION OF COVERAGE**

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

10. **SPECIAL RISKS OR CIRCUMSTANCES**

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

Legal Committee
Meeting Date: 09/24/2026
COMMITTEE: Legal
CONTACT: C. Josh Nairn-Mahan **CHAIR:** Will Cavin

ACTION REQUESTED:

Consider approval of a budget transfer in the amount of $255,064.61 and Change Order for additional RIAC Drainage Improvements under CES Contract #2026-06-R1239-ALL with Desert West Enterprises, LLC. (Paul Viglil)

BACKGROUND:

Initiated by: Paul Vigil

The Air Center is requesting approval of a budget transfer and associated change order for additional RIAC Drainage Improvements. The additional work is necessary to address existing drainage concerns, enhance stormwater management, reduce water accumulation, and improve drainage during significant storm events. The additional scope includes earthwork, exterior improvements, painting, utilities, testing, and inspections.

FINANCIAL CONSIDERATION:

Financial Impact (Revenue & Expense): **Budget Transfer Needed**

A budget transfer totaling $255,064.61 is requested from **51004332-652421**-Contract Demolition ($215,287.60) and **51004332-614002—**M&R Building ($39,777.01) to **51004334-817504**-Capital Outlay Infrastructure to provide funding for the additional RIAC Drainage improvement.

LEGAL REVIEW:

No legal review at this time.

BOARD AND COMMITTEE ACTION:

Legal Committee is the first to review this request.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Additional Drainage Improvements

Price Proposal - 2026-06-R1239-ALL

This proposal was prepared exclusively for Desert West Enterprises, LLC

Job Number: 340
Job Name: RIAC Drainage Improvements - Additional Work
Contractor: Desert West Enterprises, LLC
Date Created: 08/13/2026
Last Update: 08/21/2026
Proposal Value: $255,064.61
Construction Procurement Catalog: Year 2026 Quarter 2 - ROSWELL, NM

Summary By Division

Division	Line Total
01 General Requirements	$24,064.99
01 General Requirements	$38,721.24
31 Earthwork	$31,218.90
32 Exterior Improvements	$119,494.51
33 Utilities	$41,564.97

Non-Prepriced Items

Item Name	Division	QTY	Unit Price	Factor	Line Total
NM Gross Receipts Tax	01 General Requirements	19445.000000	$1.00	1.0000	$19,445.00
Bond	01 General Requirements	4619.990000	$1.00	1.0000	$4,619.99

Detailed Price Proposal

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
1	General Requirements	Non-Prepriced		EA	NM Gross Receipts Tax	$19,445.00

QTY	Unit Price	Factor	Total
19445.000000	$1.00	1.0000	$19,445.00

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
2		Non-Prepriced		EA	Bond	$4,619.99

QTY	Unit Price	Factor	Total
4619.990000	$1.00	1.0000	$4,619.99

3	General Requirements	014523500080	Day	Testing and inspecting, supervision of earthwork Supervision of Earthwork per day	$38,721.24

QTY	Unit Price	Factor	Total
85.000000	$399.60	1.1400	$38,721.24

4	Earthwork	312514161625	Ea.	Erosion control, silt Sac for Catch Basin, Single, 2ft x 2ft Erosion control, Silt Sac, for Catch Basin, Single 2ft x 2ft	$31,218.90

QTY	Unit Price	Factor	Total
250.000000	$109.54	1.1400	$31,218.90

5	Exterior Improvements	320117200220	Ea.	Flexible pavement patches, roadway, light traffic, sawcut, groups of large size patches Large size patches	$104,390.99

QTY	Unit Price	Factor	Total
752.000000	$121.77	1.1400	$104,390.99

6		321723131110	S.F.	Painted pavement markings, airport painted markings, painting white or yellow markings, SF, taxiway, with 12 lbs beads per 100 S.F. with 12 lb. beads per 100 S.F.	$15,103.52

QTY	Unit Price	Factor	Total
8716.251000	$1.52	1.1400	$15,103.52

7	Utilities	334211501402	Ea.	Public storm utility drainage piping, drainage and sewage, corrugated HDPE, type S, split coupling, 12" diameter, excludes excavation and backfill HDPE type S, split coupling, 12" diameter	$41,564.97

QTY	Unit Price	Factor	Total
545.000000	$66.90	1.1400	$41,564.97

Legal Committee

Meeting Date: 09/24/2026

COMMITTEE: Legal

CONTACT: N/A **CHAIR:**

ACTION REQUESTED:

Consider recommending approval to enter into a purchase sale agreement for 212 E 12TH St. (Omarr Mendonza)

BACKGROUND:

212 E 12th ST has received several offers to purchase, the sale process was concluded awarding Kate Worthington the right to purchase 212 E 12th St subject to council approval.

FINANCIAL CONSIDERATION:

Approve sale at $56,000.00

LEGAL REVIEW:

The Assistant City Attorney has reviewed and approved the prepared ordinance & purchase-sale agreement.

BOARD AND COMMITTEE ACTION:

This is the second time this item has been on the the Legal Committee Agenda. The first time was June 25, 2026, where no action was taken, and the item was removed off the agenda.

Attachments

212 E. 12th Appraisal
Ordinance Draft
Predetermination Communication
Purchase and Sale Agreement - DRAFT

A Summary Appraisal

Of A

Commercial Property

Located at

212 East Twelfth

In

Roswell, New Mexico

For

The City of Roswell

By

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

Ed McClelland & Co.

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

March 12, 2025

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

RE: City of Roswell Property at 212 East Twelfth

Dear Mr. Verciglio

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

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

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

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

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

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

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

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

$36,000

THIRTY SIX THOUSAND DOLLARS

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

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

Respectfully submitted,

Ed McClelland, NM171-G

IDENTIFICATION OF THE PROPERTY

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

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

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

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



PURPOSE AND INTENDED USE OF THE APPRAISAL

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

"MARKET VALUE" is defined as:

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

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

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

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

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

SCOPE OF THE APPRAISAL

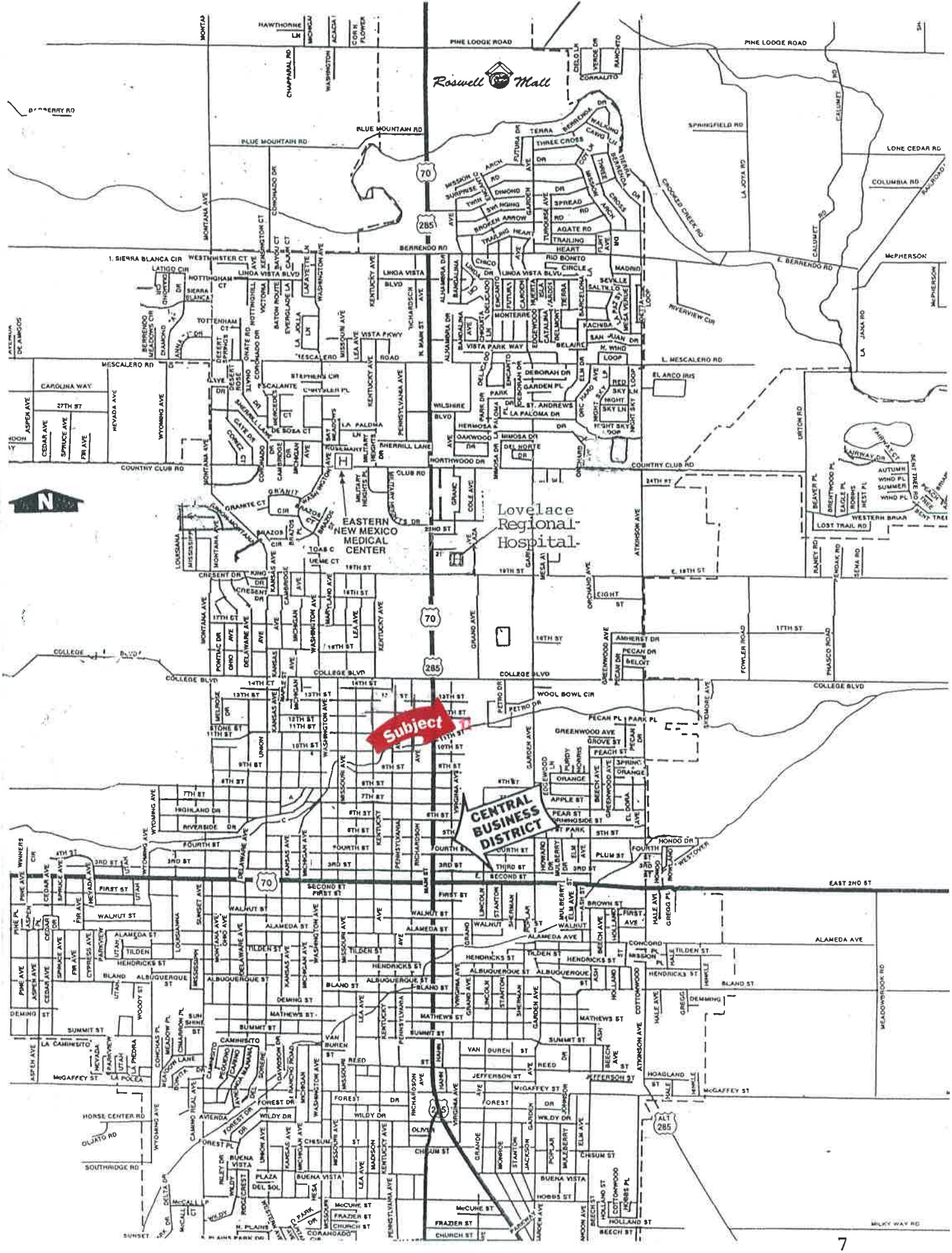
This appraisal involved multiple current exterior inspections of subject and one interior inspection. The current photographs, drawings and data provided herein are deemed to represent an adequate summary of subject's facts and the appraisal process when read by individuals trained in real estate valuation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

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

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

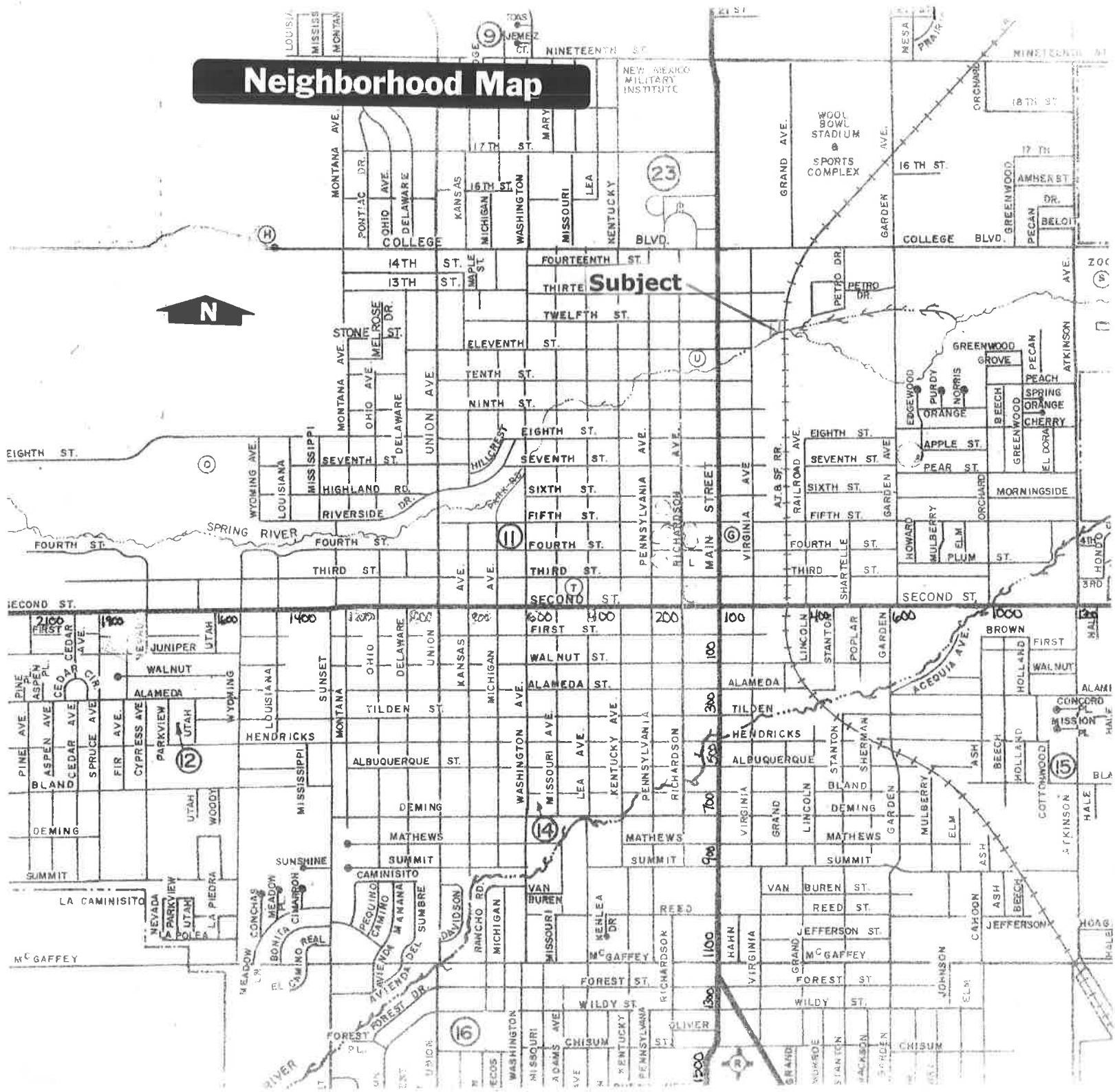
The subject site is immediately adjacent to a railroad track bed and trestle that created a dam and water constriction point in the recent flood. Since the North Spring River is a perpetual waterway, there is no reason to believe that future major even flooding would not affect subject. This report includes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

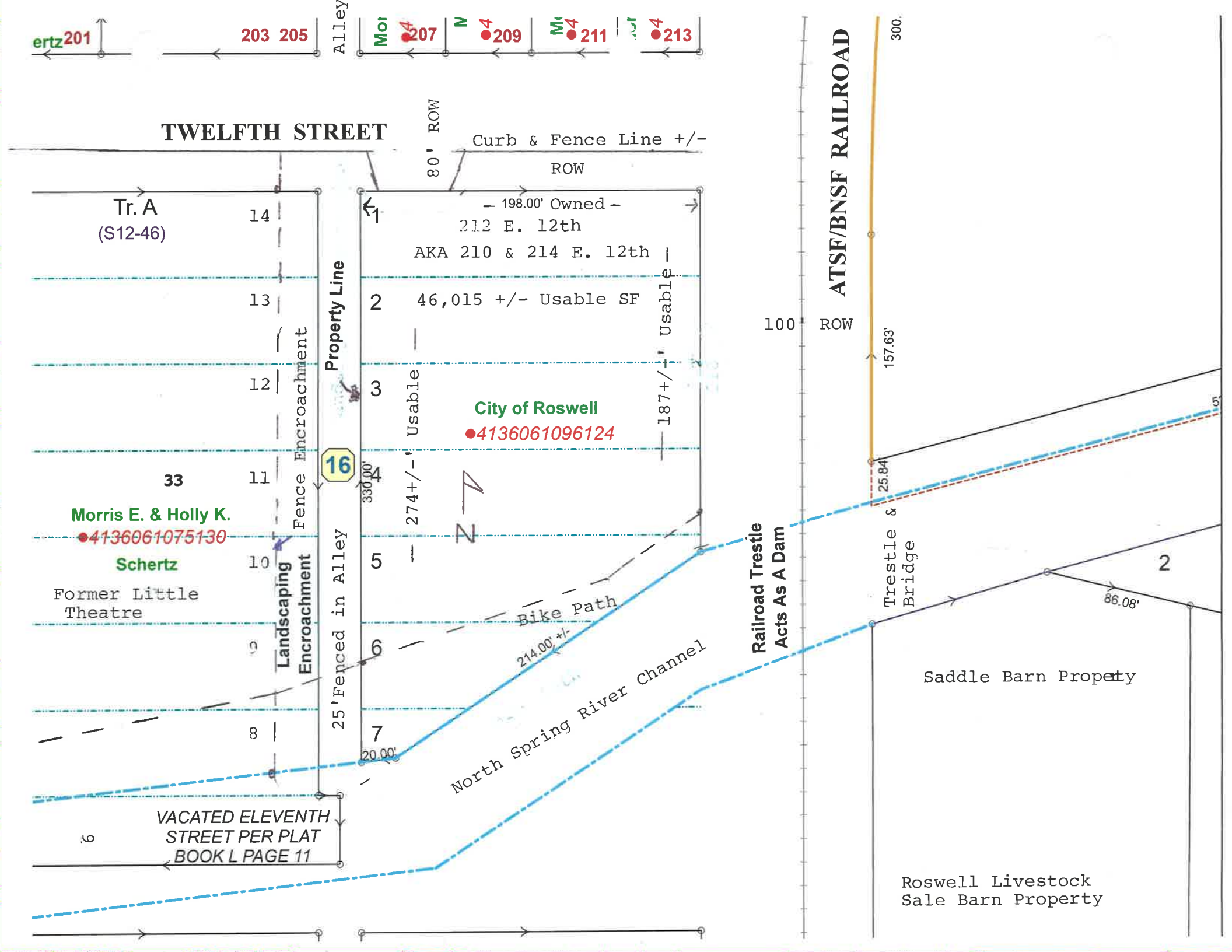
This report and appraisal can be expanded substantially with additional explanatory narrative, comparable detail, and a more detailed analysis added if the users of the appraisal deem it necessary. An appropriate professional fee would be charged for all additional work.



VICINITY MAP

Neighborhood Map




ertz201
203 205
Alley
207
209
211
213
TWELFTH STREET
80' ROW
Curb & Fence Line +/-
ROW
Tr. A
(S12-46)
14
13
12
11
10
9
8
33
Morris E. & Holly K.
4136061075130
Schertz
Former Little Theatre
Fence Encroachment
Property Line
Landscaping Encroachment
25' Fenced in Alley
16
330.00'
1
2
3
4
5
6
7
20.00'
198.00' Owned –
212 E. 12th
AKA 210 & 214 E. 12th
46,015 +/- Usable SF
Usable
187+/-'
Usable
274+/-'
City of Roswell
4136061096124
N
Bike Path
214.00' +/-
North Spring River Channel
VACATED ELEVENTH STREET PER PLAT BOOK L PAGE 11
Railroad Trestle Acts As A Dam
ATSF/BNSF RAILROAD
100' ROW
300.
157.63'
25.84'
Trestle & Bridge
2
86.08'
Saddle Barn Property
Roswell Livestock Sale Barn Property

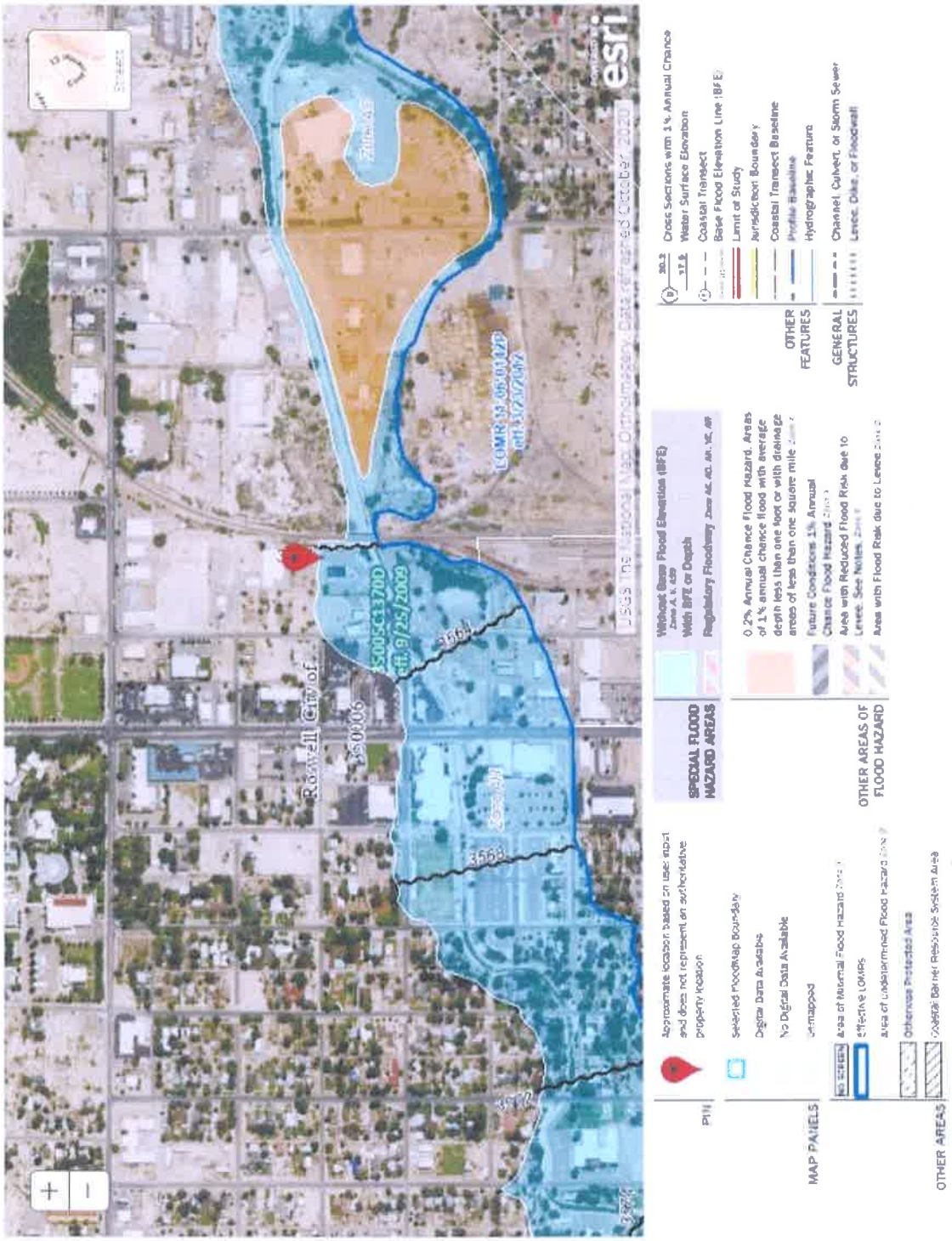
DESCRIPTION AND ANALYSIS OF THE SITE

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

Comments

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

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


Roswell, City of
350006
3500C0370D
eff. 9/25/2009
LOMR 13-06-0102P
eff. 3/7/2014
Zone AE
3556
3558
3560
3562
esri
Cross Sections with 1% Annual Chance
Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature
OTHER FEATURES
Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall
GENERAL STRUCTURES
Without Base Flood Elevation (BFE)
With BFE or Depth
Regulatory Floodway
SPECIAL FLOOD HAZARD AREAS
0.2% Annual Chance Flood Hazard. Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile
Future Conditions 1% Annual Chance Flood Hazard
Area with Reduced Flood Risk due to Levee
Area with Flood Risk due to Levee
OTHER AREAS OF FLOOD HAZARD
Approximate location based on user input and does not represent an authoritative property location
PIN
Selected Floodmap Boundary
Digital Data Available
No Digital Data Available
Unmapped
MAP PANELS
Area of Minimal Flood Hazard
Effective LOMRs
Area of Undetermined Flood Hazard
Otherwise Protected Area
Coastal Barrier Resource System Area
OTHER AREAS

LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT

The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X — Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X — Areas determined to be outside the 0.2% annual chance floodplain.

ZONE D — Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

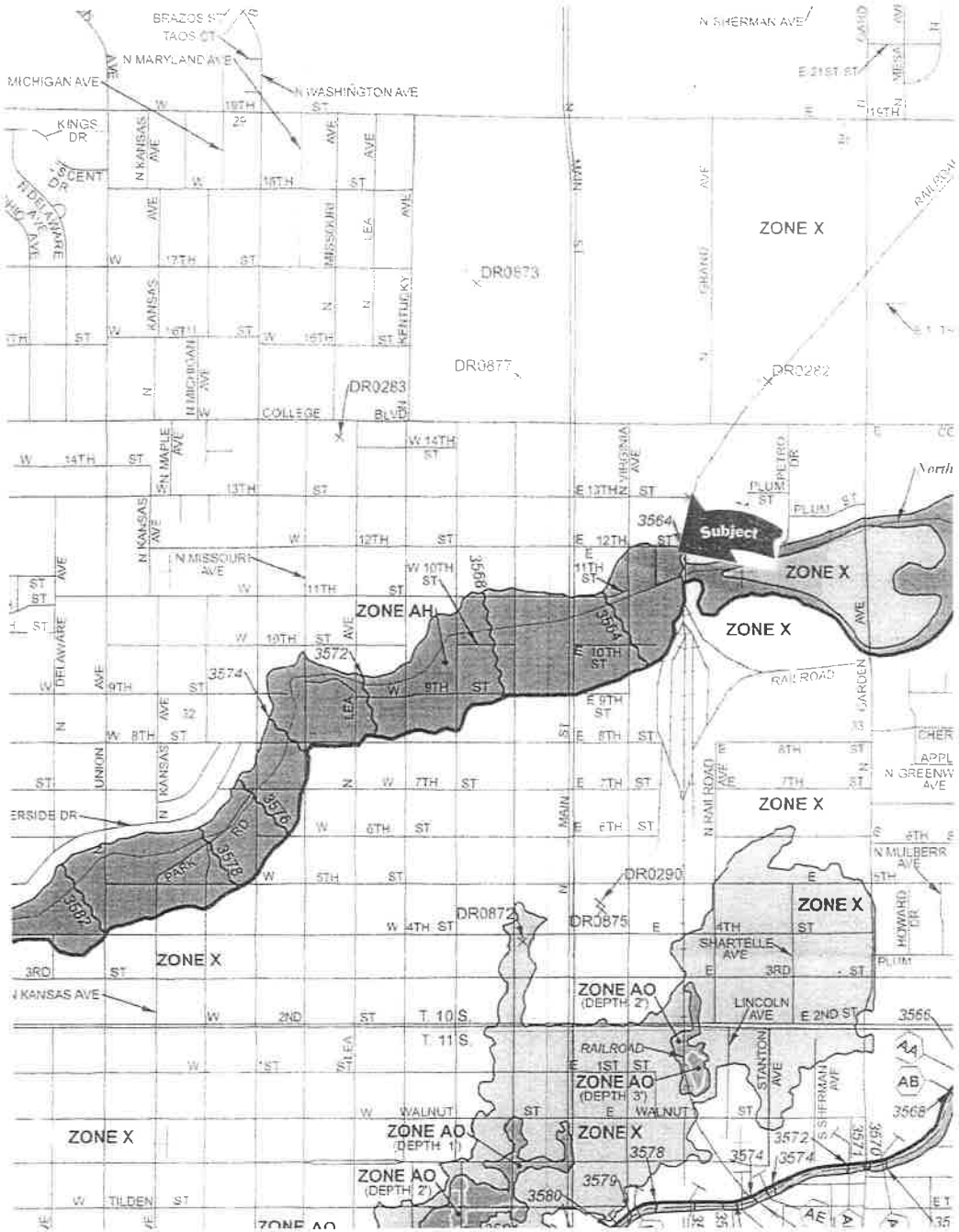
OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- Floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- 513 — Base Flood Elevation line and value; elevation in feet*
- (EL 987) — Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the North American Vertical Datum of 1988

- Cross section line
- Transect line
- Geographic coordinates referenced to the North American




TWELFTH STREET
ATSF/BNSF RAILROAD
Tr. A
(S12-46)
Property Line
Landscaping Encroachment
Fence Encroachment
Railroad Trestle Acts As A Dam
City of Roswell
•413606109612 4
Morris E. & Holly K.
•413606107513 0
Schertz
46,015 SF
Usable
274' Usable
187' Usable
Bike Path
River Channel
214.00' +/-
VACATED ELEVENTH STREET PER PLAT BOOK L PAGE 11
16
33
198.00'
157.83'
25.84'
86.08'
203-206
207
209
211
213
201

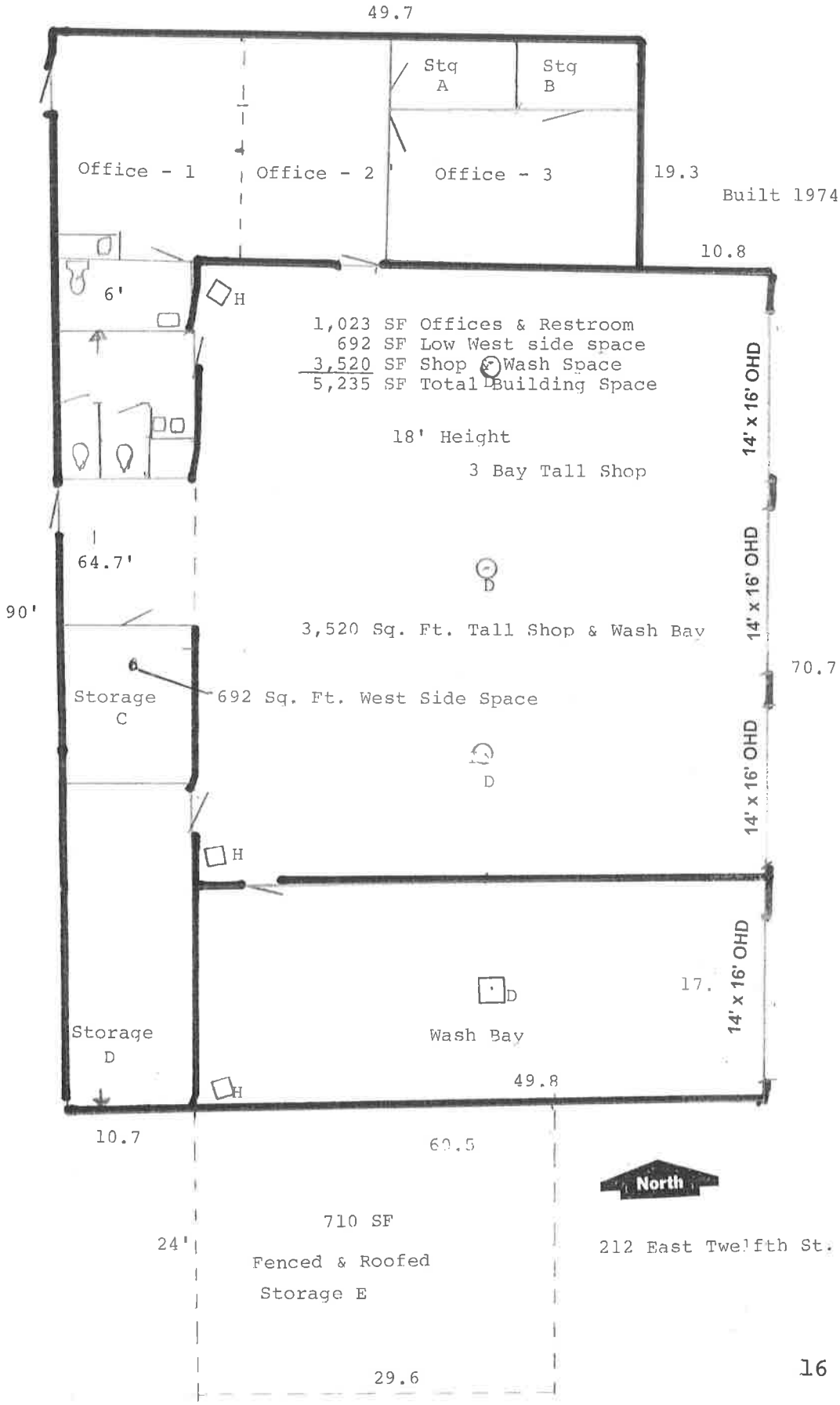


Westerly façade looking northeast.



Easterly façade looking west.

BEFORE PHOTOS


49.7
Stg A
Stg B
Office - 1
Office - 2
Office - 3
19.3
Built 1974 +/-
10.8
6'
H
1,023 SF Offices & Restroom
692 SF Low West side space
3,520 SF Shop & Wash Space
5,235 SF Total Building Space
18' Height
3 Bay Tall Shop
14' x 16' OHD
14' x 16' OHD
14' x 16' OHD
14' x 16' OHD
64.7'
90'
D
3,520 Sq. Ft. Tall Shop & Wash Bay
70.7
Storage C
692 Sq. Ft. West Side Space
D
H
17.
D
Wash Bay
Storage D
H
49.8
10.7
60.5
North
710 SF
24'
Fenced & Roofed
Storage E
212 East Twelfth St.
29.6

DESCRIPTION AND ANALYSIS OF THE PROPERTY IMPROVEMENTS

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

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

Comments

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

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

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

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

HIGHEST AND BEST USE ANALYSIS

Highest and Best Use is defined as:

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

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

Highest and Best Use of the Land if Vacant

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

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

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

Highest and Best Use of the Improved Subject Property

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

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

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

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

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

THE APPRAISAL PROCESS

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

The three approaches to value are defined as follows:

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

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

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

Special Situations

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

COST APPROACH

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

The steps in the Cost Approach to value are:

1) Estimate the market value of the subject site.

2) Estimate the replacement or reproduction cost of the improvements.

3) Analyze the property and estimate accrued depreciation due to aging, wear and tear and obsolescence if present. Consider locational aka economic obsolescence factors and determine whether subject is adversely affected by its location when compared to other properties and locations.

4) Deduct the depreciation estimate from cost new estimate to arrive at depreciated cost.

5) Add the site value to the depreciated cost figure to obtain a value indication.

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

Depreciation Definitions and Causes & FEMA's 590% Rule

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

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

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

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

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

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

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

FEMA's 50% Rule Impact

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

LAND VALUE ESTIMATE

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

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

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

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

COMPARABLE LAND SALES

ROSWELL

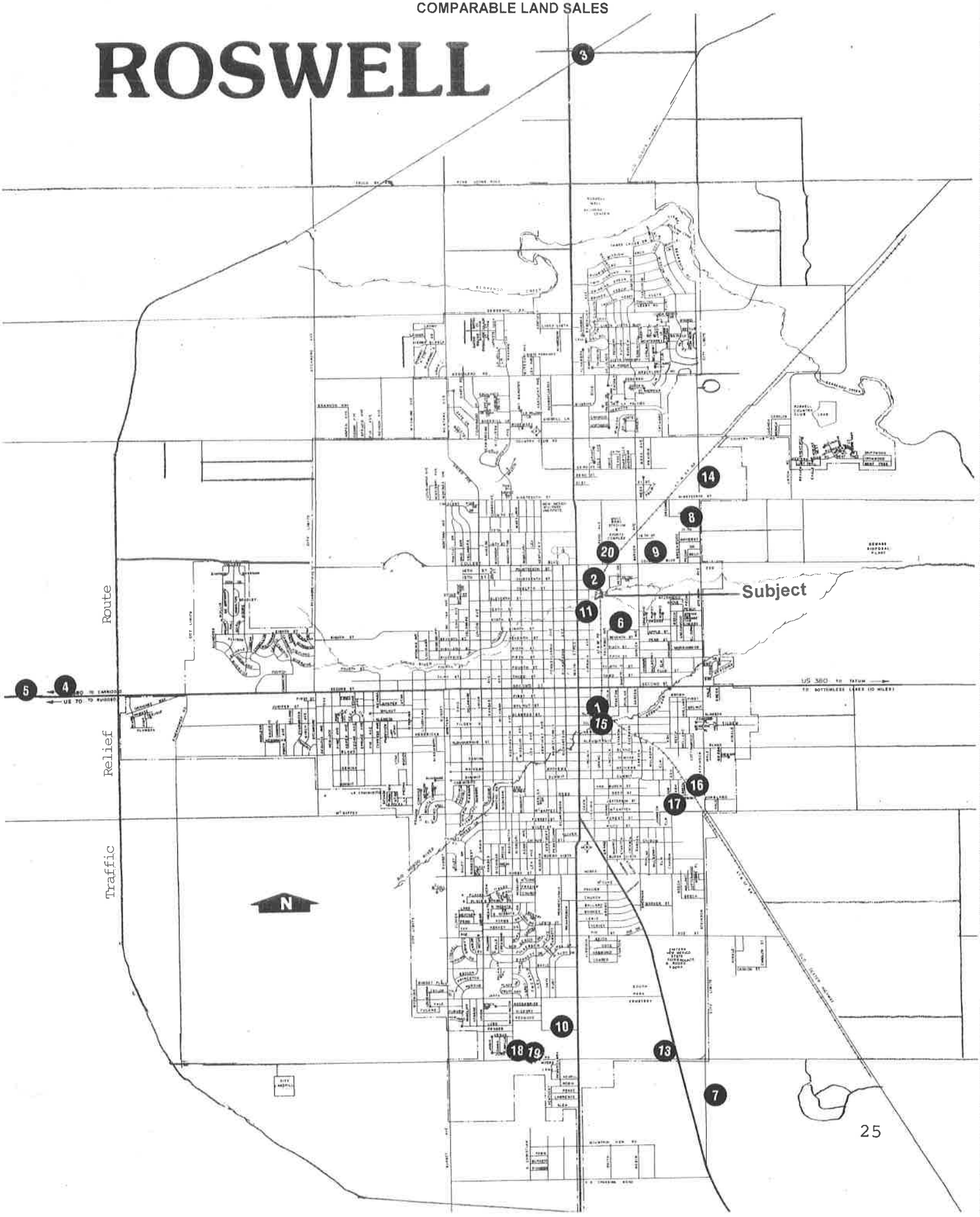


CHART A

COMMERCIAL LAND SALES

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

Land Value Conclusion

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

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

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

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

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

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

ESTIMATED SITE VALUE $46,000

CHART B

COST APPROACH SUMMARY
IMPROVEMENT VALUE CALCULATION BEFORE THE FLOOD

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

Item/Component	Sq. Ft.	Estim. Cost/SF	Estimated Replacement Cost New	Depreciation Estimates & Calculations: Physical %	Physical $	Functional Obsolescenc %	Functional $	Externalities %	Externalities $	Estimated Contributory Value
Year Built 1974; Age = 50 +/-			10/18/24							10/18/24
Office & RR Space	1023 @	$90.00 =	$92,070	75	69053	0	0	10	9207	13811
Tall Shop Space	3520 @	$85.00 =	$299,200	75	224400	0	0	10	29920	44880
Short West Section	692 @	$75.00 =	$51,900	75	38925	10	5190	10	5190	2595
Subtotal Building Space	5235	$84.61								
Fenced Stg at Building	710 @	$25.00 =	$17,750	65	11538	20	3550	10	1775	888
Tin Roofed Canopy & Floor	3000 @	$10.00 =	$30,000	65	19500	0	0	10	3000	7500
Fencing & Gates			$0	65	0	0	0	10	0	0
Concrete			$0	65	0	0	0	10	0	0
Asphalt Paving			$0	65	0	0	0	10	0	0
Landsacaping			$0	65	0	0	0	10	0	0
Total Improvement Fiures	5235 SF Bldgs		$490,920		$363,415		$8,740		$49,092	$69,673

Called

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

$70,000

Ed McClelland
2-28-2025

CHART C

FEMA 50% Worksheets
Repairs needed
212 E. 12th

Item/Component	Sq. Ft.	2025 Appraisers Estimated Repair Cost
Architect & Engineering Fees		$5,000
Demolition Work		$10,000
Roof Replacement		$50,000
Electrical Work & Fixtures		$10,000
Fencing & Gates		$15,000
Remove & Replace Asphalt Paving		$30,000
Replace sewer lines		$10,000
Refinish Office		$15,000
Redo Restrooms		$20,000
Replace HAVAC		$15,000
Seal Wall & Roof Joint Problem Areas		$5,000
Total Repair & Improvement Cost	5235	$185,000
Cost Allocated to Total Building SF	**$35.34**	

FEMA 50% RULE CALCULATION

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

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

*** The building will therefore have to be demolished**

Demolition and disposal Cost. $10,000 **Minimum**

Ed McCullough
2-28-2025

CHART D

COST APPROACH SUMMARY
CURRENT VAUE WITH FEMA 50% RULE APPLIED

Commbo worksheets 2025
AFTER FLOOD VALUE
212 E. 12th

Item/Component	Sq. Ft.	Estim. Cost/SF	Estimated Replacement Cost New	Depreciation Estimates & Calculations: Physical %	Physical $	Functional %	Functional $	Externalities %	Externalities $	Estimated Contributory Value
Year Built 1974 +/-, Age = 50			2/28/25						FEMA Rule	2/28/25
After Value - Flood Damaged w FEMA 50% Rule Applicable										
Office & RR Space	1023 @	$90.00 =	$92,070	75	69053	0	0	25	23018	0
Tall Shop Space	3520 @	$85.00 =	$299,200	75	224400	0	0	25	74800	0
Short West Section	692 @	$75.00 =	$51,900	75	38925	10	5190	15	7785	0
Subtotal Building Space	5235	$84.65								
Fenced Stg at Building	710 @	$25.00 =	$17,750	65	11538	20	3550	15	2663	0
Tin Roofed Stg Canopy & Floor	3000 @	$10.00 =	$30,000	65	19500	0	0	35	10500	0
Fencing & Gates			$20,000	65	13000	0	0	35	7000	0
Concrete			$5,000	65	3250	0	0	35	1750	0
Asphalt Paving			$30,000	65	19500	0	0	35	10500	0
Landsacaping - not owned			$0	65	0	0	0	10	0	0
Demolition & Disposal Fees										-10000
Total Improvement Fgiures	5235	SF	$545,920		$399,165		$8,740		$138,015	($10,000)
Add: Estim. Land Value 2/28/2025	46015 Usable Owned	Sq. Ft.	$46,000							$46,000
Total Cost to Replace Subject on its Site			$591,920							
Total Estimated Current Value 2/28/2025 with FEMA 50% Rule Considered										$36,000
										Called
INDICATED VALUE FROM THE COST APPROACH										$36,000

Ed McClelland
2-28-2025

RECONCILIATION AND FINAL VALUE CONCLUSION

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

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

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

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

THIRTY SIX THOUSAND DOLLARS

$36,000

Ed McClelland, NM 171-G

CERTIFICATION

The appraiser certifies and agrees that:

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

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

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

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

5. The value conclusion reported herein has been developed in accordance with traditional appraisal procedures as they apply to a specific property and market situation following our recent flooding. See "Scope" for additional detail.

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

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

8. This appraisal was based upon observed conditions from a layman's point of view and is not based on any technical expertise in plumbing, roofing, mechanical or electrical systems.

9. FEMA requirements generally dictate that communities adopt rebuilding restrictions for flood prone areas that may effectively reduce the value of a parcel of land or of an otherwise repairable property. This appraisal makes a good faith effort to reflect probable market impacts.

Appraiser: Ed McClelland Date: 3-12-2025

Ed McClelland, NM171-G

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This report is subject to the following assumptions:

1. The legal description utilized is assumed to be an adequate description of the subject property. Subject has less usable land than its full legal description due to land dedicated to our local hike and bike trail and the North Spring River Channel. The usable owned land area figure used was determined by utilizing aerial photos and may not match the fenced area or deed descriptions.

2. No responsibility is assumed for matters which are legal in nature. Subject's title is assumed to be marketable and free of liens. No effort was made to check for adverse subdivision covenants, zoning limitations or deed restrictions unless otherwise mentioned in the report. It is assumed that no adverse usage restrictions or conditions exist unless specifically mentioned. It is assumed that there are no hidden or unapparent easements, conditions of the soil, structure, or mechanical equipment or systems which would render the subject more or less valuable.

3. The subject property is located in a mapped flood hazard zone and it has recently flooded in an unusual rain event. Nationwide FEMA regulations require governmental entities to adopt building and redevelopment standards that can prohibit reconstruction of partly damaged properties or dictate demolition of some structures. This appraisal reflects the appraiser's current understanding of those policies, but it is not guaranteed to be accurate in every aspect.

4. It is assumed that the subject roof is in poor condition as represented by the City and previously provided photographs and reports on the roof. I assume that subject's HVAC units and plumbing were on the back 30% of their useful life. No responsibility is assumed for inspections, surveys, or engineering which might be required to discover or detail any adverse factors that were not readily apparent.

5. The subject's title is assumed to be a fee simple estate. In the short term, the appraiser assumes that marketability of the subject's land and improvements have been adversely affected by its flood status.

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

This report is subject to the following limiting conditions:

1. No liability is assumed for any condition or variance that a true and correct survey might reveal. Any land size not based on a recorded plat or survey shall be considered an approximation.

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

3. The appraiser has made no survey of the property. Any drawings provided by the appraiser were made only to provide the reader with a visualization of the property layout as seen from a layman's viewpoint.

4. The distribution of the total valuation in this report between land and improvements applies only under the current use of the property. The allocation of value for land and improvements may be invalid if used for any other appraisal.

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

6. This appraisal report and detail was sized and documented in line with the size of the property , its current status, and its intended use.

7. Possession of this report does not carry with it the right of publication or template use. It may not be copied for any use not directly related to the purpose and intended use of the report cited herein.

8. The conclusions and contents of this appraisal are the property of the client and are kept confidential unless released by the client.

APPRAISER QUALIFICATIONS

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

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

EDUCATION

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

GENERAL CERTIFIED APPRAISER – NM License #171G

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

APPRAISAL COURSES

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

PROFESSIONAL OFFICES HELD

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

APPRAISAL EXPERIENCE – Ed McClelland

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

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

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

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

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

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

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

OTHER QUALIFICATIONS

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

RECERTIFICATION

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

LICENSE EXPIRATION DATE

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

PARTIAL LIST OF APPRAISAL SEMINARS TAKEN – Ed McClelland

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

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

State of New Mexico

Real Estate Appraisers Board

HEREBY CERTIFIES THAT

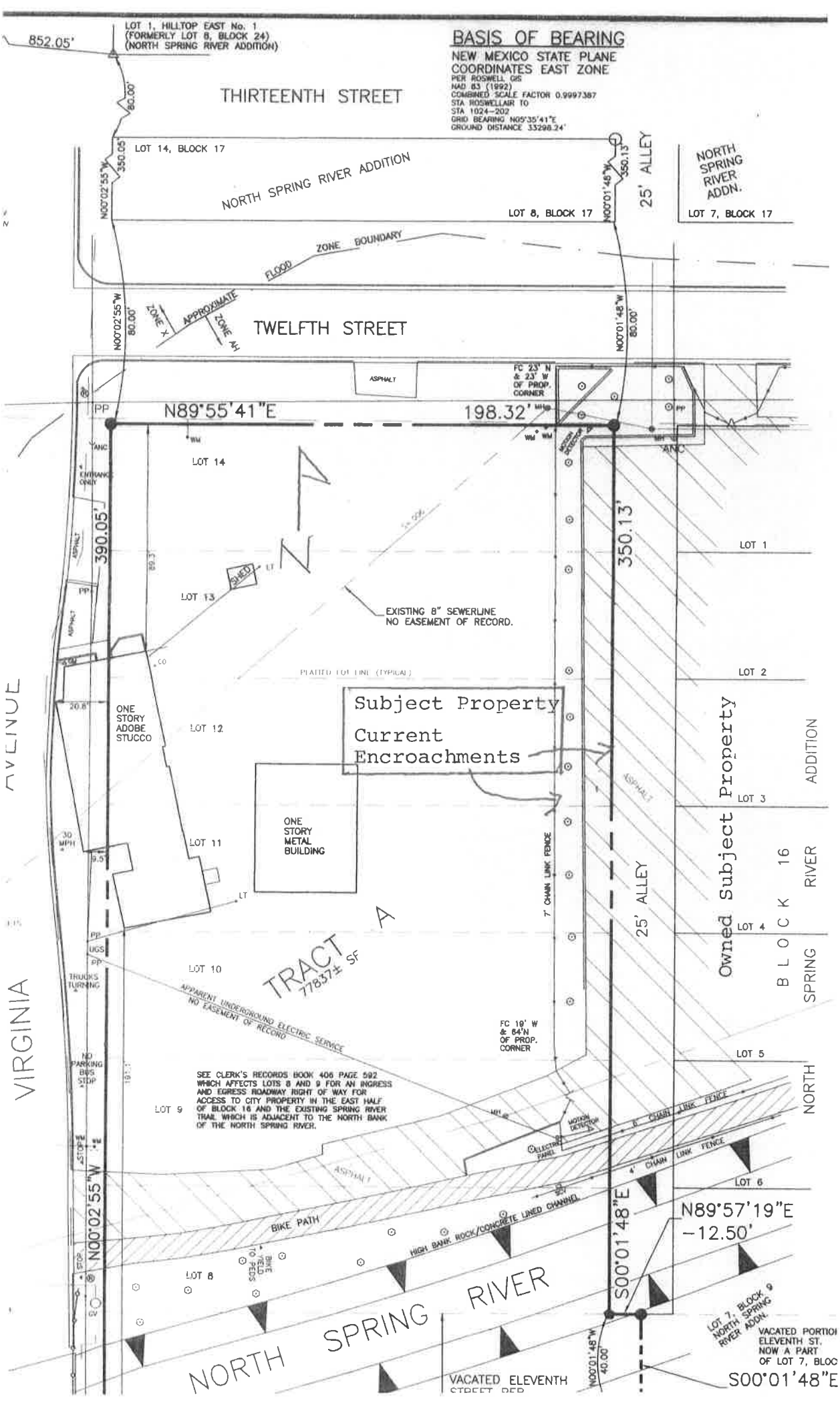
Edward W. McClelland

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

General Certified Appraiser

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

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


ADJACENT PROPERTY SURVEY
VIRGINIA AVENUE
LOT 1, HILLTOP EAST No. 1
(FORMERLY LOT 8, BLOCK 24)
(NORTH SPRING RIVER ADDITION)
852.05'
THIRTEENTH STREET
80.00'
BASIS OF BEARING
NEW MEXICO STATE PLANE
COORDINATES EAST ZONE
PER ROSWELL GIS
NAD 83 (1992)
COMBINED SCALE FACTOR 0.9997387
STA ROSWELLAIR TO
STA 1024-202
GRID BEARING N05°35'41"E
GROUND DISTANCE 33298.24'
LOT 14, BLOCK 17
NORTH SPRING RIVER ADDITION
LOT 8, BLOCK 17
350.05'
N00°02'55"W
350.13'
N00°01'48"W
25' ALLEY
NORTH SPRING RIVER ADDN.
LOT 7, BLOCK 17
FLOOD ZONE BOUNDARY
ZONE X
APPROXIMATE
ZONE AH
TWELFTH STREET
80.00'
ASPHALT
FC 23' N & 23' W OF PROP. CORNER
PP
N89°55'41"E
198.32'
WM
ANC
LOT 14
ENTRANCE ONLY
390.05'
89.3'
SHED
LT
LOT 13
EXISTING 8" SEWERLINE
NO EASEMENT OF RECORD.
PLATTED LOT LINE (TYPICAL)
CO
20.8'
ONE STORY ADOBE STUCCO
LOT 12
Subject Property
Current
Encroachments
ONE STORY METAL BUILDING
LOT 11
30 MPH
9.5'
UGS
TRUCKS TURNING
LOT 10
TRACT A
7783± SF
APPARENT UNDERGROUND ELECTRIC SERVICE
NO EASEMENT OF RECORD
FC 19' W & 84'N OF PROP. CORNER
7' CHAIN LINK FENCE
NO PARKING BUS STOP
SEE CLERK'S RECORDS BOOK 406 PAGE 592
WHICH AFFECTS LOTS 8 AND 9 FOR AN INGRESS
AND EGRESS ROADWAY RIGHT OF WAY FOR
ACCESS TO CITY PROPERTY IN THE EAST HALF
OF BLOCK 16 AND THE EXISTING SPRING RIVER
TRAIL WHICH IS ADJACENT TO THE NORTH BANK
OF THE NORTH SPRING RIVER.
LOT 9
MOTION DETECTOR
ELECTRIC PANEL
4' CHAIN LINK FENCE
BIKE PATH
HIGH BANK ROCK/CONCRETE LINED CHANNEL
LOT 8
N00°02'55"W
S00°01'48"E
N89°57'19"E
-12.50'
NORTH SPRING RIVER
VACATED ELEVENTH STREET PER
N00°01'48"W
40.00'
LOT 7, BLOCK 9
NORTH SPRING
RIVER ADDN.
VACATED PORTION
ELEVENTH ST.
NOW A PART
OF LOT 7, BLOC
S00°01'48"E
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
Owned Subject Property
BLOCK 16
NORTH SPRING RIVER
ADDITION

ARTICLE 38: I-1 LIGHT INDUSTRIAL DISTRICT

Section 1. Purpose

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

Section 2. Use Regulations

A. Permitted Uses are as follows:

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

B. Special Uses are as follows:

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

ARTICLE 39: RESERVED

ARTICLE 30: C-2 COMMUNITY COMMERCIAL DISTRICT

Section 1. Purpose

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

Section 2. Use Regulations

A. Permitted Uses are as follows:

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

B. Special Uses are as follows:

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

Section 3. Land Development Standards

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

Section 4. Commercial Reserve Zones (OMA Area)

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

ARTICLE 31: RESERVED

ARTICLE 28: C-1 NEIGHBORHOOD COMMERCIAL DISTRICT

Section 1. Purpose

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

Section 2. Use Regulations

A. Permitted Uses are as follows:

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

B. Special Uses are as follows:

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

ARTICLE 29: RESERVED

mcclelland@zianet.com

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

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

Thank you,

TODD HOBBIT VERCIGLIO
CITY OF ROSWELL
T.VERCIGLIO@ROSWELL-NM.GOV

SEEROSWELL.COM FLYROSWELL.COM

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

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

Ted McClelland

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

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

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

PO# 22500149

mcclelland@zianet.com

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

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

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

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

Pat McClelland


ROW

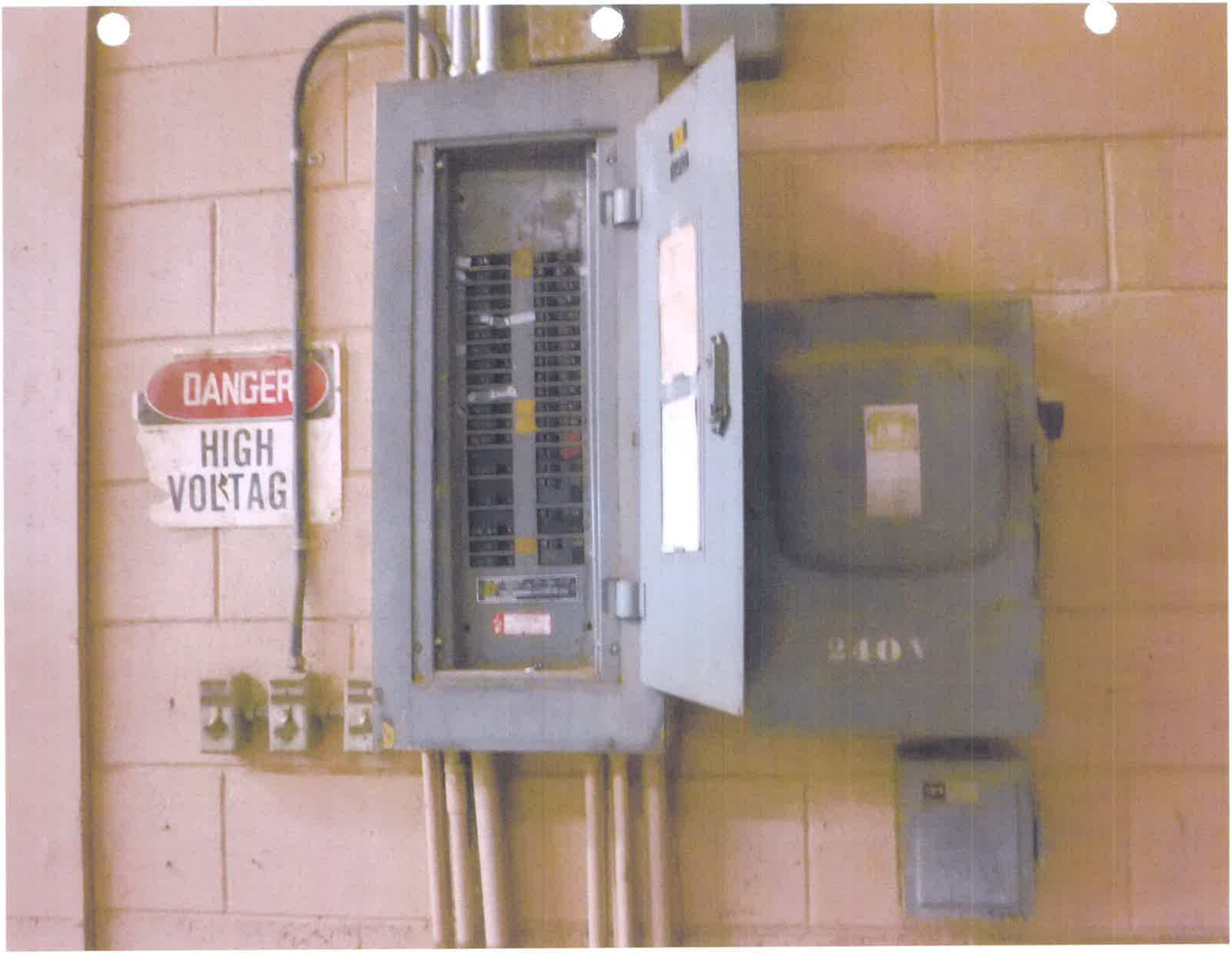











DANGER
HIGH
VOLTAG
240V




THINK
SAFETY
FIRST
PIENSE
PRIMERO
EN LA
SEGURIDAD




CITY OF









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

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

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

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

SECTION 1. **LOCATION:** The property will be comprised of the following (the "Property"): Land totaling approximately 1.25 acres located at 212 W 12TH St ,Roswell, NM 88201 Chaves County, New Mexico (the "Land"), as approximately shown on Exhibit A of the PURCHASE AND SALE CONTRACT, Exhibit 1.

SECTION 2. **PURCHASE PRICE-** The total purchase price for the Property shall be FIFTY SIX THOUSAND AND ZERO CENTS ($56,000.00). The Purchase Price, subject to any prorations set forth in Section 12 of the PURCHASE AND SALE CONTRACT shall be paid to Seller at closing as hereinafter defined (the "Closing").

SECTION 3. **PURPOSE AND INTENT** This ordinance is adopted for the purpose of selling real property owned by the City of Roswell that has no municipal purpose and place this property back on the tax rolls with a beneficial use to the community. This has been determined in accordance with Ordinance 24-03, Exhibit 3.

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

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

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

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

DRAFT

than thirty (30) days after the adoption of the ordinance and must comply with the requirements of NMSA 1978 Section 3-54-1 (E). In the event that a referendum election is held, the effective date shall be as prescribed by statute.

PASSED, ADOPTED, SIGNED and APPROVED ___,

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

DRAFT

ROSWELL

City of Roswell
Office of the Mayor

6/9/2026

PREDETERMINATION COMMUNICATION

From:
Timothy Z. Jennings, Mayor

Hessel Yntema, City Manager

RE: sale of 212 E 12th St ,. Roswell, NM 88201



Esteemed Members of the Legal Committee &
City Council,

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

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

X
Timothy Z Jennings
Mayor

X
Hessel Yntema
City Manager

Purchase and Sale Agreement

This Purchase and Sale Agreement ("Agreement") is made and entered into as of August 21st, 2026 by and between Kate Worthington, an individual, whose address is 14 Camino del Camino Santo Placitas, NM 87043 ("Buyer"), and the City of Roswell, whose address is 425 N Richardson Ave, Roswell, NM 88201 ("Seller").

1. Property Description

The property subject to this Agreement is described as follows: Subd: NORTH SPRING RIVER Block: 16 Lot: S 1 THRU 7 LESS RIVER Quarter: NW S: 33 T: 10S R: 24E BK: 406 PG: 592 QCD ("Property").or otherwise known as 212 E 12th St, Roswell, NM 88201

2. Purchase Price

The purchase price for the Property shall be Fifty-Six Thousand Dollars ($56,000.00) ("Purchase Price"), payable in full at closing.

3. "As Is" Condition

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

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

4. Closing

4.1 **Closing Date**: The closing of the transaction contemplated by this Agreement ("Closing") shall occur on or before December 31st, 2026, at a time and place mutually agreed upon by the parties.

4.2 **Closing Deliverables**: At Closing, Seller shall deliver to Buyer a duly executed and acknowledged quitclaim deed conveying the Property to Buyer, subject to a revisionary interest for flood control mitigation at property cost and subject to all matters of record.

4.3 **Predetermination:** This communication is subject to ordinance 24-03 and new Mexico statues chapter 3- Municipalities Articles 54- sale or lease of property section 3-54-1 authority to sell or lease municipal utility facilities or real property.

DRAFT

5. Title

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

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

6. Risk of Loss

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

7. Default

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

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

8. Miscellaneous

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

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

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

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

[Signatures to Follow]

DRAFT

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

SELLER: THE CITY OF ROSWELL, NEW MEXICO

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

Address for Notices to Seller:
425 N. Richardson
Roswell, NM 88201

PURCHASER: Kate Worthington

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

Address for Notices to Purchaser:
14 Camino del Campo Santo
Placitas, NM 87043.

DRAFT

Legal Committee
Meeting Date: 09/24/2026
COMMITTEE: Legal
CONTACT: C. Josh Nairn-Mahan **CHAIR:**

ACTION REQUESTED:

Consider recommending approval of a budget transfer in the amount of $135,000.00 from M&R-Infrastructure to Capital Outlay-Land for the purchase and closing costs and authorizing the purchase of 6.81 acres located near the intersection of 8th Street and Sycamore. (Ted Garcia)

BACKGROUND:

Initiated by Ted Garcia Jr.
The City has negotiated the proposed purchase agreement with the Estate of Annie Wildy Lea Garry, a/k/a Annie W. Garry, a/k/a Annie L. Garry, to acquire approximately 6.81 acres of an 8.43-acre tract located in the NW¼SW¼ of Section 31, Township 10 South, Range 24 East, Chaves County, New Mexico, as depicted on the Garry Tract Boundary Survey recorded in Book 24, Page 88 of the Chaves County Records.

The acquisition is necessary to facilitate the planned realignment of 8th Street, a transportation improvement project intended to improve roadway alignment, traffic flow, and public safety. The additional right-of-way will enhance visibility for motorists, improve access for emergency vehicles, accommodate future transportation infrastructure needs, and reduce maintenance and liability concerns associated with the existing roadway configuration.

FINANCIAL CONSIDERATION:

The purchase price is $126,500.00, which is equal to the property's independently appraised value. Under the purchase agreement, the City will pay the purchase price and one-half of the closing costs and will utilize the property for public right-of-way and related municipal purposes.
A budget transfer in the amount of $135,000.00 is requested from M&R-Infrastructure (26234323-614020) to Capital Outlay-Land (26234323-817501) to provide sufficient funding for the purchase.

LEGAL REVIEW:

Assistant City Attorney reviewed the Purchase and Sale Agreement.

BOARD AND COMMITTEE ACTION:

Legal Committee is the first to review this request.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

8th Steet Realignment Proposal
Report to Governing Body

Appraisal Report of the
8.43 Acres of Vacant Land Located on
West 8th Street and North Sycamore Avenue
Roswell, New Mexico 88201

Prepared for the
City of Roswell
Attn: William Morris, Planning Manager
415 North Richardson Avenue
Roswell, New Mexico 88201

Prepared by
Oscar E. Kunkel, Jr., SRA
P.O. Box 757
Roswell, New Mexico 88202-0757
as of
May 22, 2018

KUNKEL & ASSOCIATES
Providing Real Estate Valuation Solutions for Southeastern New Mexico

June 4, 2018

City of Roswell
Attn: William Morris, Planning Manager
415 North Richardson Avenue
Roswell, New Mexico 88201

Re: 8.43 Acres of Vacant Land Located on West 8th Street and North Sycamore Avenue

Dear Mr. Morris:

At your request, I have prepared the accompanying Appraisal Report of an 8.43 acre vacant land tract which is located on West 8th Street and North Sycamore Avenue, Roswell, New Mexico. My analyses and conclusions are presented in the accompanying 66-page appraisal report.

The intended use of this appraisal is to provide my conclusion of Fair Market Value of the surface estate of the subject property for possible acquisition of the property. The exposure time for the subject property is estimated to have been twelve months, or more.

A summary of salient facts is on Page 1. As a result of the investigation and analysis of the information gathered, **it is my conclusion that the Fair Market Value of the surface estate of the subject property as of May 22, 2018, is:**

One Hundred Twenty-Six Thousand Five Hundred Dollars

($126,500.00)

I, the undersigned, do hereby certify that to the best of my knowledge and beliefs, the statements contained in this report and upon which the conclusions expressed are correct, subject to the limiting conditions herein set forth; also that this report has been made in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and with the federally mandated appraisal requirements in Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989. **This appraisal report is considered to be an Appraisal Report as defined and in accordance with the Uniform Standards of Professional Appraisal Practice, Standards Rule 2-2(a). As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's conclusion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.**

Respectfully submitted,

O. E. Kunkel Jr.

Oscar E. Kunkel, Jr., SRA
(NM State Certified Appraiser # 314-G)

OEK: le

P.O. Box 757 Roswell, NM 88202-0757 (575) 623-5180 – office (575) 623-0568 – fax budkunkel@cableone.net

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Location:	8.43 Acres West 8th Street and North Sycamore Avenue, Roswell, New Mexico
Valuation Date:	May 22, 2018
Date of Inspection:	May 22, 2018
Type of Property:	Vacant Land
Property Rights Appraised:	Fee Simple
Highest and Best Use:	Vacant Land
Zoning:	R-1 Residential District
Site Size:	8.43 Acres
Improvements:	None
Value Conclusions:	
Cost Approach:	N/A
Income Approach:	N/A
Sales Comparison Approach:	$126,500
Final Conclusion of Fair Market Value:	**$126,500**

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AERIAL VIEW OF SUBJECT PROPERTY

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made subject to the following assumptions and limiting conditions:

1. The authors of this appraisal report are not required to give further consultation, testimony, or be in attendance in court with reference to the property in question, unless arrangements have been previously made.

2. The distribution of the total valuation in this appraisal report between land and improvements applies only under the stated program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal of any interest less than the whole fee simple estate relates only to the fractional interest defined. The value of such a fractional interest plus the value of all other fractional interests may or may not equal the value of the entire fee simple estate considered as a whole.

3. Disclosure of the contents of this appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the appraisers are affiliated, specifically, the Appraisal Institute.

4. When the signatories of this appraisal report are Members or Candidates of the Appraisal Institute, then the Bylaws and Regulations of the Appraisal Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate.

   Therefore, except as hereinafter provided, neither all nor any portion of the contents of this appraisal report, especially any conclusions as to value or the identity of the appraisers, shall be disseminated to the public. Possession of this appraisal report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without prior written consent of the signatories. Selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Furthermore, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media, or other media for public communication without the prior written consent of the signatories of this appraisal report. Nor shall the appraisers, appraisal firm, or professional organization with which the appraisers are associated be identified without the prior written consent of the appraisers.

5. No responsibility is assumed for matters which are legal in nature, nor is any opinion of title rendered. The title is assumed to be marketable. The legal descriptions used in this appraisal report are assumed to be correct.

6. Liens against the subject property, if any, have been disregarded, and the property is appraised as though free and clear, under responsible ownership and competent management.

7. Information furnished by others and contained in this appraisal report is believed to be reliable, but no responsibility is assumed for its accuracy. The following persons provided information used in this report: William Morris, Planning Manager, City of Roswell; Chaves County Assessor's and Treasurer's Offices; and numerous buyers/sellers of vacant land in Roswell, New Mexico.

8. No survey of the property has been made by the appraisers and no responsibility is assumed for the accuracy of surveys, diagrams, sketches, or maps included in this appraisal report. These items are provided solely for the purpose of assisting the reader to visualize the subject property being appraised. It is assumed that the utilization of the land and

improvements is within the boundaries of the property lines described and that there is no encroachment or trespass, unless noted in this appraisal report.

9. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or improvements which would render the property more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined, and considered in this appraisal report.

11. It is assumed that all required licenses, consents, certificates of occupancy, or other legislative or administrative authority from any local, state, or national government or private entity or organization, have been or can be obtained or renewed for any use on which the conclusion of value contained in this appraisal report is based.

12. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in this appraisal report. No environmental impact studies were made in conjunction with this appraisal report. The conclusion of value contained herein could be impacted by subsequent environmental impact studies, research, investigation, and resulting governmental actions.

13. Unless otherwise stated in this appraisal report, the existence of environmental hazards as defined in the federal Resource Conservation and Recovery Act regulations 40 CFR 261.3 or any other RCRA regulations pertaining to hazardous materials which may or may not be present on the property, were not called to our attention, nor did we become aware of such during our inspection. We have no knowledge of the existence of such materials on or in the property unless otherwise stated. However, we are not qualified to test for such substances or conditions. The presence of such hazardous substances or environmental conditions may affect the value of the property. The conclusion of value is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

14. No guarantee exists, written or implied, that the subject property will sell or lease for the amounts provided herein.

15. No representations relating to the future value of the subject property have been made by the appraisers. The value conclusions herein are valid only as of the date of the appraisal, and reflect the appraiser's knowledge of market conditions as of that date.

    Anyone acting in reliance upon the opinions, judgments, conclusions, or data contained herein, who has the potential for monetary loss due to reliance thereon, is advised to secure an independent review and verification of all such conclusions and/or facts. The user agrees to notify the appraisers, prior to any irrevocable loan or investment decision, of any error which could reasonably be determined from a thorough and knowledgeable review.

16. An appraisal is only one tool in the loan underwriting process. The credit worthiness, financial capacity, and management ability of a developer/owner has a significant impact upon the value of real property. The property is appraised as having knowledgeable ownership and competent management. If utilized for loan underwriting purposes, the lender bears the responsibility for verification of facts relating to the subject property and for prudent underwriting procedures.

17. The conclusion of value does not consider the effects, if any, of the current financing that may, or may not, encumber the subject property.

18. The preparation of this appraisal report has been performed in good faith. Kunkel and Associates, Inc., its employees, agents or officers, may be held accountable only for any losses, claims, damages, liabilities, costs or expenses incurred by any users of this report in an amount not to exceed the fee charged to provide this report.

19. Acceptance of and or use of this appraisal report constitutes acceptance of all assumptions and limiting conditions stipulated herein.

20. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance. If so, this could have a negative effect on the value of the property. Because the appraisers have no direct evidence relating to this issue, no consideration was given to the possible non-compliance with the requirements of ADA in providing the conclusion of value on the property.

21. I have appraised other vacant land properties in Roswell and Southeastern New Mexico and I am competent to complete this appraisal in accordance with the Competency Rule, Page 11, USPAP 2018-2019 Edition.

22. **As agreed upon with William Morris, Planning Manager, City of Roswell, prior to the preparation of this appraisal, this is an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's conclusion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.**

23. There are no improvements on the subject site. The site is mostly rectangular in shape with the west end of the site being irregularly shaped. Based upon the Chaves County Assessor's Plat, the subject site contains 8.43 acres. **A Survey will be required to accurately provide the location of the site, the size of the site, and a legal description for the site.**

QUALIFICATIONS OF THE APPRAISER

OSCAR E. KUNKEL, Jr. (Bud) **DOB: 4-22-50**
P.O. Box 757
Roswell, New Mexico 88202-0757
Phone (575) 623-5180
budkunkel@cableone.net

Employment: October 1983 to Present - Self-employed as a residential and commercial fee appraiser. Major area of appraisal activity is in the towns of Artesia, Carlsbad, Clovis, Hobbs, Lovington, Portales, Roswell, and Ruidoso - generally Southeastern and Southern New Mexico.

November 1978 to October 1983 - Manufacturing Engineering Supervisor in Radar Division of Equipment Group, Texas Instruments, Inc., Dallas, Texas.

December 1972 to November 1978 - Served as an Armor Officer with the 82nd Airborne Division at Fort Bragg, North Carolina, and as a Cavalry Officer with the 11th Armored Cavalry Regiment in Germany. Also served as a Nuclear Release Officer with the 5th U.S. Corps in Germany.

Education: Graduate of New Mexico State University, 1972

Appraisal Institute Course 1A - Real Estate Appraisal Principals, 1983

Appraisal Institute Course 8-2 - Residential Valuation, 1984

Appraisal Institute Course 1B - Capitalization Theory and Techniques Part A & B, 1990

Appraisal Institute – National USPAP Course, 2017

Numerous continuing education appraisal seminars sponsored by the Appraisal Institute

State License: State of New Mexico Real Estate Appraiser General Certificate License No. 314-G

Professional Affiliation: Appraisal Institute - Rio Grande Chapter - President, 1999. Region VIII (Texas & New Mexico) - Chapter Services Committee Representative 2001-2002. Region VIII - Director and Appraisal Institute Board of Directors 2006-2007. Appraisal Institute Strategic Planning Committee Member 2009. Appraisal Institute National Nominating Committee Member 2011. AI Holdings Board Member 2012-2014. Received SRA designation in 1993.

Clients Include: Most banks in Southern New Mexico, several counties and cities in Southern New Mexico, numerous Federal and State governmental agencies, and numerous individuals, law firms, and accounting firms.

IDENTIFICATION OF THE PROPERTY

The subject property is located just northeast of the northeast corner of the intersection of West 8th Street and North Sycamore Avenue, Roswell, New Mexico. The site is mostly rectangular in shape with the west end of the site being irregularly shaped. The site is located on the north side of West 8th Street and on the east side of North Sycamore Avenue. The subject site is contiguous with a significantly larger parcel owned by the City of Roswell. The subject's legal description is:

> A tract of land consisting of 8.43 acres in the NW¼SW¼ of Section 31, Township 10 South, Range 24 East, Chaves County, New Mexico.

No filed instrument has been provided to the appraiser that provides a detailed legal description for the subject property. A Survey will be required to provide an accurate legal description for the subject property.

INTENDED USE OF THE APPRAISAL

It is my understanding this appraisal will be used to provide my conclusion of the Fair Market Value of the surface estate of the subject property for possible acquisition of the property. It is not intended for any other use.

DEFINITION OF FAIR MARKET VALUE

For purposes of condemnation under eminent domain, New Mexico Uniform Jury instructions provide the following definition for Fair Market Value:

New Mexico Uniform Jury Instruction 13-711

Fair Market Value is considered to the highest amount of cash a willing seller would take, and a willing buyer would offer, for the property if it were offered for sale in the open market for a reasonable time to find a purchaser, buying with knowledge of all the uses to which the property is suitable or adaptable, the seller not being required to sell nor the purchaser being required to purchase.

PROPERTY RIGHTS APPRAISED

The property rights appraised in this report are in fee simple interest and as though unencumbered. ***Fee simple is defined***:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

{The Appraisal of Real Estate, 14th Edition, 2013, Page 5, published by the Appraisal Institute.}

INTENDED USER OF THE APPRAISAL

The intended user of this appraisal is the client, City of Roswell, at the request of William Morris, Planning Manager. This appraisal report is prepared for the sole and exclusive use of the City of Roswell for possible acquisition of the property. No third parties are authorized to rely upon this appraisal report for any purpose whatsoever without the express written consent of the appraiser.

SCOPE OF THE APPRAISAL

The subject property is vacant land and is identified by metes and bounds. An aerial location map shows the property location and the general market area. Market area information was collected and analyzed to provide indications of economic, social, governmental, and physical factors that may have an effect on the subject's value. The subject property is described, providing the user of this report information about the site.

In this appraisal of vacant land, the four factors that influence value will be analyzed and discussed. These four factors are governmental, economic, social, and geographic factors. These factors will be addressed in the Chaves County Data, Roswell City Data, Market Area Data, and Site Description sections of this appraisal report. The property itself

will be described. Various maps, plats, and photographs are included to help identify and visualize the subject property.

The subject property will be analyzed in relation to the market and the available vacant land sales that are competitive with the subject, considering utility, scarcity, and desirability. This analysis will primarily be developed based upon sales information provided by recent vacant land sales.

The Sales Comparison Approach will be used in this appraisal report to develop my conclusion of Fair Market Value of the surface estate of the subject property. Information on recent vacant land sales will be sought and developed for this analysis. These sales will be analyzed and compared to the subject property.

To provide my conclusion of Fair Market Value of the surface estate of the subject property, an Appraisal is developed in accordance with USPAP Standards Rule 2-2(a). This appraisal report is a brief recapitulation of the data developed and analyzed by the appraiser to provide the value conclusion. Supporting documentation is retained in the appraiser's files.

STATEMENT OF OWNERSHIP

The subject property is assumed to be owned by the Annie Wildy Lea Garry Estate, per information provided by William Morris, Planning Manager, City of Roswell. The subject's Warranty Deed has not been provided to the appraiser.

DATE OF THE APPRAISAL AND INSPECTION

The appraisal date is May 22, 2018. Oscar E. Kunkel, Jr., inspected the subject property on May 22, 2018.

COUNTY AND CITY DATA

Chaves County Data

Chaves County is located in the southeast quadrant of New Mexico. It is bordered by De Baca, Roosevelt, Lea, Eddy, Otero, and Lincoln counties. The county seat is Roswell. Chaves County contains 6,071 square miles. The elevation averages approximately 3,560 feet. Per the 2010 Census, the county population was 65,645. This is an increase of 6.9% from the 2000 Census.

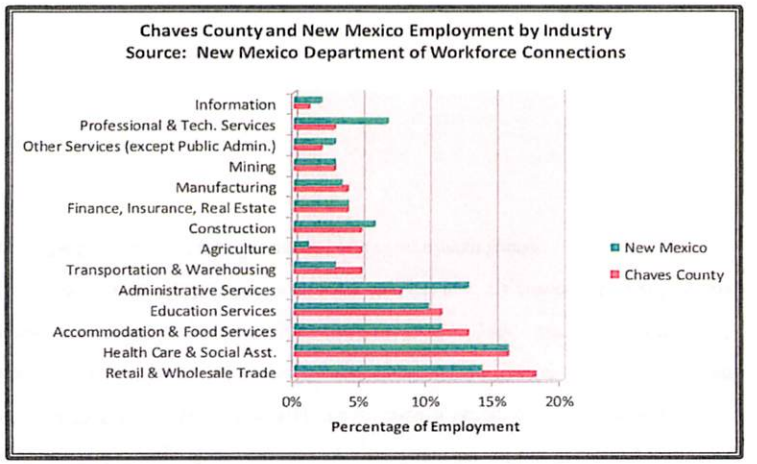
Per New Mexico Workforce Connections statistics, Chaves County had an unemployment rate of 4.2% per the April 30, 2018 report. This percentage of unemployment is lower than the 6.2% unemployment rate in April 2017. In April 2018, Chaves County had an employed labor force of 25,761. Even though the unemployment rate decreased in April 2018, it is also noted that the civilian labor force has decreased by 1,210 people since April 2017. The following Chaves County Employment/Unemployment Chart provides information from April 2013 through April 2018.

CHAVES COUNTY EMPLOYMENT/UNEMPLOYMENT

Date	Civilian Labor Force	Employed	Unemployed	
			Number	Rate
April-13	26,183	24,754	1,429	5.5%
April-14	25,706	24,281	1,425	5.5%
April-15	27,387	25,923	1,464	5.3%
April-16	27,217	25,669	1,548	5.7%
April-17	28,096	26,357	1,739	6.2%
April-18	26,886	25,761	1,125	4.2%

*Source: New Mexico Workforce Connection updated as of April 30, 2018

The Retail and Wholesale Trade industries account for the largest percentage of employment in Chaves County. However, Health Care and Social Assistance employment is a close second. The following chart provides a percentage of employment by industry in Chaves County and New Mexico.



The county property tax is regulated by the county and state. Governmental regulations, such as zoning, help to establish a uniform pattern for land development. Thus, good streets, adequate sewage disposal facilities, and adequate utilities are in place before new construction can begin. This is a benefit to good development. These costs go into the price of a building site when the site is sold. Property taxes are not excessive when compared to surrounding states. Therefore, property taxes are not considered to be repressive.

Increases in dairy production in the county and the continued improvements to the Leprino Cheese Plant south of Roswell provide additional jobs due to the dairy industry in Chaves County and the surrounding market area. The Leprino plant is the largest mozzarella cheese manufacturer in the world. It has 600-650 employees at any given time. It was announced in January 2018 that the plant will be enlarged again with a 70,000 square foot expansion of a new refrigeration area. This expansion is expected to increase employment by an additional 15-17 people. However, the dairy industry throughout the

United States has been overproducing milk and the exportation of dairy products has also suffered, due to weak worldwide demand. Many dairies throughout the U.S. had been losing money in the 2009-2010 timeframe. The price received by dairy farmers for their milk (especially in Southeastern New Mexico) in the December 2011 to January 2014 time frame was below the breakeven point, considering existing production costs. This imbalance was corrected in January/February 2014. The sale price of milk was higher than production costs from February 2014 to December 2014. The price New Mexico dairy farmers received for their milk in November 2014 was $20.50/cwt. The price was approximately $18.30/cwt for December 2016 milk. Milk prices averaged approximately $15.10/cwt for 2017. Milk futures indicate that prices should be $15.50 to $15.75/cwt for the next few months. The current breakeven price is approximately $14.00 to $14.50/cwt. Therefore, dairy farmers made money during 2017. Milk futures prices indicate that 2018 will be a reasonably flat year.

New rural residential development in Chaves County had generally been stable at an average of 39 new housing starts from 2006 to 2010. Overall, the higher levels of new rural residential housing that started in Chaves County (40+ in 2006 and 2010) is believed to have been prompted primarily by the increasing size of the Federal Law Enforcement Training Center in Artesia (FLETC) and the lowest residential mortgage rates in 40-plus years. The lower number of new residential housing starts from 2011 through 2016 is an indication of the weakness in the residential market in Chaves County. However, 2017 new housing starts increased by 11 permits for new housing in Chaves County. The following chart provides new rural residential construction totals since 2006.

NEW RURAL RESIDENTIAL CONSTRUCTION IN CHAVES COUNTY

2006 Total	2007 Total	2008 Total	2009 Total	2010 Total	2011 Total	2012 Total	2013 Total	2014 Total	2015 Total	2016 Total	2017 Total	2018 Total
45	35	34	37	44	28	14	18	14	18	13	24	4*

*As of April 30, 2018

● **Roswell City Data**

Centrally located in Chaves County, Roswell is the largest city in the county and serves as the county seat. Per the 2010 Census, the population was 48,366. This was an increase of 3,073 people or 6.8% since the 2000 Census. Transportation is primarily by personal vehicle and transport trucks. Roswell is located on U.S. Highway 285, which connects Roswell with Interstate Highway 40 to the north and Artesia and Carlsbad to the south. U.S. Highway 70 connects Roswell with Clovis to the northeast. U.S. Highway 70/380 connects Roswell with Ruidoso and Las Cruces to the west. U.S. Highway 380 connects Roswell with Tatum, New Mexico, and the Texas Panhandle area to the east. In March 2009, U.S. News and World Report named Roswell as number eight of the top ten places to retire in the United States, citing low-cost living expenses and free activities as two of its attractions.

Utilities, city services, and health services are all adequate for a city the size of Roswell. The school system in Roswell is generally considered to be adequate. School enrollment information from the New Mexico Public Education Department shows that enrollment had shown a steady increase in Roswell from the 2011-2012 school year through the 2014-2015 school year. However, the 2015-2016 school enrollment reflects a slight decline in student enrollment in the Roswell Public School District. Student enrollment figures reflect a slight increase for the 2016-21017 school year. Enrollment for the 2017-2018 school year is 10,326, which is 86 fewer students than the previous 2016-2017 school year. The following chart provides seven years of enrollment figures:

ROSWELL PUBLIC SCHOOL ENROLLMENT

Year	Enrollment
2011-2012	10,182
2012-2013	10,261
2013-2014	10,344
2014-2015	10,445
2015-2016	10,374
2016-2017	10,412
2017-2018	10,326*

*As of January 19, 2018

The collected amounts of Gross Receipts Taxes and Lodger's Taxes had declined in FY 2008-2009 and FY 2009-2010. There was some increase for the FY 2010-2011 time frame. FY 2011-2012 shows recovery with amounts similar to FY 2007-2008. There have been continued increases in Gross Receipts Taxes in FY 2012-2013, FY 2013-2014, and FY 2014-2015. Lodger's Taxes increased significantly in FY 2012-2013, FY 2013-2014, and FY 2014-2015. FY 2014-2015 was the highest collection year for both Lodger's Taxes and Gross Receipts Taxes compared to previous years. Lodger's Tax collections for FY 2015-2016 were $70,828 lower than FY 2014-2015 collections. Gross Receipts Tax collections for FY 2015-2016 were $1,814,366 lower than FY 2014-2015 collections. Lodger's Tax collections for FY 2016-2017 were $1,079,014, which is $4,829 higher than the previous FY 2015-2016. The current FY 2017-2018 Lodger's Tax collections through April 2018 are $901,851. If Lodger's Tax collections continue this trend for FY 2017-2018, they will be somewhat higher than the prior FY 2016-2017 Lodger's Tax collections. Gross Receipts Tax collections for the first ten months of FY 2017-2018 were $26,227,372. If Gross Receipts Tax collections continue this trend for FY 2017-2018, they will be considerably higher than the prior FY 2016-2017 Gross Receipts Tax collections. The following charts provide the previous ten-plus years of Gross Receipts Tax and Lodger's Tax collections:

ROSWELL LODGER'S TAXES
FY JULY – JUNE

Year	Taxes
2007-2008	$ 957,237
2008-2009	$ 897,476
2009-2010	$ 836,212
2010-2011	$ 855,150
2011-2012	$ 899,148
2012-2013	$ 973,173
2013-2014	$1,062,105
2014-2015	$1,145,013
2015-2016	$1,074,185
2016-2017	$1,079,014
2017-2018	$ 901,851*

*As of April 30, 2018

ROSWELL GROSS RECEIPTS TAXES
FY JULY – JUNE

Year	Taxes
2007-2008	$27,965,404
2008-2009	$27,164,426
2009-2010	$26,890,805
2010-2011	$27,184,374
2011-2012	$27,741,121
2012-2013	$27,861,131
2013-2014	$29,274,163
2014-2015	$30,572,662
2015-2016	$28,758,296
2016-2017	$29,512,930
2017-2018	$26,227,372*

*As April 30, 2018

During the six years prior to 2009, Roswell had significant commercial development (primarily along the North Main Street growth corridor). This development ranged from several new national franchise restaurants and hotels to a Wal-Mart Supercenter and a Sam's Club that was opened in July 2006. There is continued development of new retail space in strip centers by the Roswell Mall and the Wal-Mart Supercenter. One of the more recent developments in this area is a new McDonald's Restaurant located just south of Sam's Club. It opened at the end of December 2014. Another recent development in this area is a new Panda Express restaurant, which is located on an outparcel in front of the Wal-Mart Supercenter. It opened in March 2016. A new Verizon Wireless store and a new Aspen dental office have recently been completed just north of the Berrendo River. Both of these new facilities were opened in February/March 2018. Berrendo Center 1 (a strip center) was completed in 2007/2008 just south of the Roswell Mall. This center includes the Armed Forces Career Center, Lily's Nails & Spa, Rue 21, Famous Footwear, and Petco. AT&T is in a two-tenant building in this area. Berrendo Center II, just south of the Berrendo River on the east side of North Main Street, has Discount Tire and KidsKare Dental, both of which opened in August 2008. All About Spas, a local company, built a stand-alone store

just south of the Berrendo River in 2007. South of All About Spas, a Murphy Express Gas Station opened in May 2011. South of the Murphy Express a new Champion Xpress carwash opened in mid-July 2015. A new 93-room Holiday Inn Hotel and Conference Center, with a full-service restaurant and a conference room large enough to accommodate 290 people, opened for business in mid-April 2013. It is located just west of the Murphy Express Station, on North Main Street. The new 68-suite Comfort Suites hotel opened in early July 2010. It has a conference room that will accommodate 50 people. It is located on North Main Street, across the street from the Hampton Inn. The owner of the Del Norte shopping center, at 2810 North Main Street, has renovated and expanded. This included the renovation/expansion by Farmer's Country Market and an expansion by Westlake Hardware. A new seven unit strip shopping center located in the 3100 block of North Main Street was completed and ready for tenants in September 2015. In addition to this new commercial development, a new Pioneer Bank headquarters building opened in March 2010 on North Main Street, just north of the intersection of North Main Street and Mescalero Road. Financial institutions that opened new buildings on North Main Street in 2009-2010 include Pioneer Bank, First American Bank, and Roswell Community Federal Credit Union. A new two unit office building was opened in early May in the northeast corner of the intersection of North Main Street and East Berrendo Road.

An 87-suite Candlewood Suites hotel is located just west of Applebee's restaurant in another North Main Street developing area between 19th Street and Country Club Road. It was opened in June 2009. A new 80-room Holiday Inn Express began construction in early May 2016 just west of the original Holiday Inn Express. This new hotel opened in mid-May 2017. The original Holiday Inn Express has been re-branded as a Baymont hotel. A 71-suite Towneplace Suites by Marriott opened in June 2013. This hotel is located on East 19th Street, across from the Lovelace Regional Hospital. The Towneplace Suites offers accommodations for longer stays that include studio, one-bedroom and two-bedroom suites with fully equipped kitchens, and separate living/work and sleep areas.

A larger than typical Burger King restaurant broke ground in early May 2011 and was operational in October 2011. It is located in-between 19th Street and College Boulevard on North Main Street. The site is in-between Walgreen's and Hastings, across from the New Mexico Military Institute. A new upscale Subway restaurant opened in June 2013 in downtown Roswell. It is a complete renovation of a former Denny's Restaurant. Approximately one-half of the building is a new Verizon Wireless location.

At the north end of the central business district on North Main Street, new development has centered around the Roswell Convention and Civic Center, which is currently being enlarged to accommodate larger gatherings. Recent development in this area includes the Farley's Restaurant, a new Starbucks, a new Sonic, and a new Marriott Fairfield Inn. The International UFO Museum and Research Center purchased a site in the southeast corner of North Main Street and East Eighth Street. The UFO Museum planned to develop the site with a new museum. However, the site was sold in 2014 to a developer who has developed the site with a new Buffalo Wild Wings Restaurant and a new Carl's Jr. Restaurant. They both opened in January/February 2015. The former Red Brick Pizza in this same area, was converted into an Italian food restaurant named Carmine's. This was subsequently leased to a Papa John's Pizza franchise in mid-2016.

There has also been some new commercial development along West Second Street (new restaurants, new retail improvements, new automobile dealerships, and a totally renovated automatic carwash have improved this area). Roswell Hyundai, at 1909 West Second Street, has completed a total renovation and high-end remodel. The renovated facility now meets Hyundai corporate image specifications. It opened in mid-July 2011. A new Nissan dealership, in-between the newer Toyota dealership and the newer Honda dealership, opened for business in mid-November 2012. Albertson's purchased the Lawrence Brothers grocery store in mid-2016 and renovated the store.

New commercial development on South Main Street has been prompted by the catalysts of the Chaves County Administrative Complex and Roswell's most modern grocery

store, Albertson's. A new Planet Fitness health club opened in January 2016 in the former Albertson's grocery store south of East Hobbs Street.

Prior to the economic slow-down in 2009/2010, new residential development (which is primarily in the northeast and northwest quadrants of Roswell) has fluctuated from 84 new housing starts in 2005, to an average of 101 new housing starts per year between 2006 and 2009. However, the 2009 housing starts of 50 units, the 2010 housing starts of 34 units, the 2011 housing starts of 29 units, the 2012 housing starts of 46 units, the 2013 housing starts of 50 units, the 2014 housing starts of 44 units, and the 2015 housing starts of 47 units is an average of only 43 new housing starts per year. This is a significant drop from the 2005-2008 figures. There was an increase of 10 permits issued for residential construction in 2016 compared to 2015 and a decrease of five permits issued for 2017 compared to 2016. The following chart provides new residential construction development in Roswell for the years 2006 through May 31, 2018.

NEW RESIDENTIAL CONSTRUCTION IN ROSWELL

2006 Total	2007 Total	2008 Total	2009 Total	2010 Total	2011 Total	2012 Total	2013 Total	2014 Total	2015 Total	2016 Total	2017 Total	2018 Total
134	120	105	50	34	29	46	50	44	47	57	52	20

*As of May 31, 2018

Permanent staffing for the Federal Law Enforcement Training Center (FLETC) in Artesia has had a positive impact on the residential housing market in Roswell, especially during 2006 through 2008. Due to the continuing improvement in shopping and other services available in Roswell, many employees at FLETC are willing to live in Roswell and commute daily to Artesia. However, as the number of permanent positions at FLETC has stabilized and the economy has slowed, the Roswell residential market has weakened.

Roswell's economy has been reasonably stable over the previous three to four years. Four of the positive contributors to Roswell's economy are Dean Baldwin Painting, AerSale, Stewart Industries, and Avflight at the Roswell International Air Center. Dean Baldwin currently has approximately 165 employees in Roswell. It currently holds contracts

with American Eagle, Sky West, and United Airlines. AerSale currently employs approximately 116 people for its aviation disassembly and warehouse/distribution company. Stewart Industries employs 65-plus people in the aviation repair/maintenance and disassembly business. Avflight has approximately 20 employees and provides aviation services including refueling, flight training, maintenance, hangar storage, and aircraft management. Leprino with its 600-650 employees is the largest private employer in Chaves County.

The Eastern New Mexico Medical Center is a 162-bed facility that offers a range of services from ER acute care to radiology and oncology. Eastern New Mexico Medical Center is owned and managed by Community Health Systems. Community Health Systems currently owns and manages six hospitals (including Eastern New Mexico Medical Center) in New Mexico. These hospitals include Mimbres Memorial Hospital in Deming, Mountainview Regional Hospital in Las Cruces, Carlsbad Medical Center in Carlsbad, Lea Regional Medical Center in Hobbs, and Alta Vista Regional Hospital in Las Vegas. It is anticipated that Eastern New Mexico Medical Center will bring in an additional 10-15 physicians over the next two years to add to its 600-plus employees.

A second hospital, Roswell Regional Hospital, opened in May 2007. Roswell Regional Hospital was a locally owned hospital that was owned by several local physicians. Roswell Regional Hospital was purchased by Lovelace Health Systems, Inc. in February 2012 and has subsequently been converted to Lovelace Regional Hospital. Lovelace Regional Hospital currently employs about 280 people. The hospital also plans to increase their services and add a new cath lab. It is a 26-bed hospital.

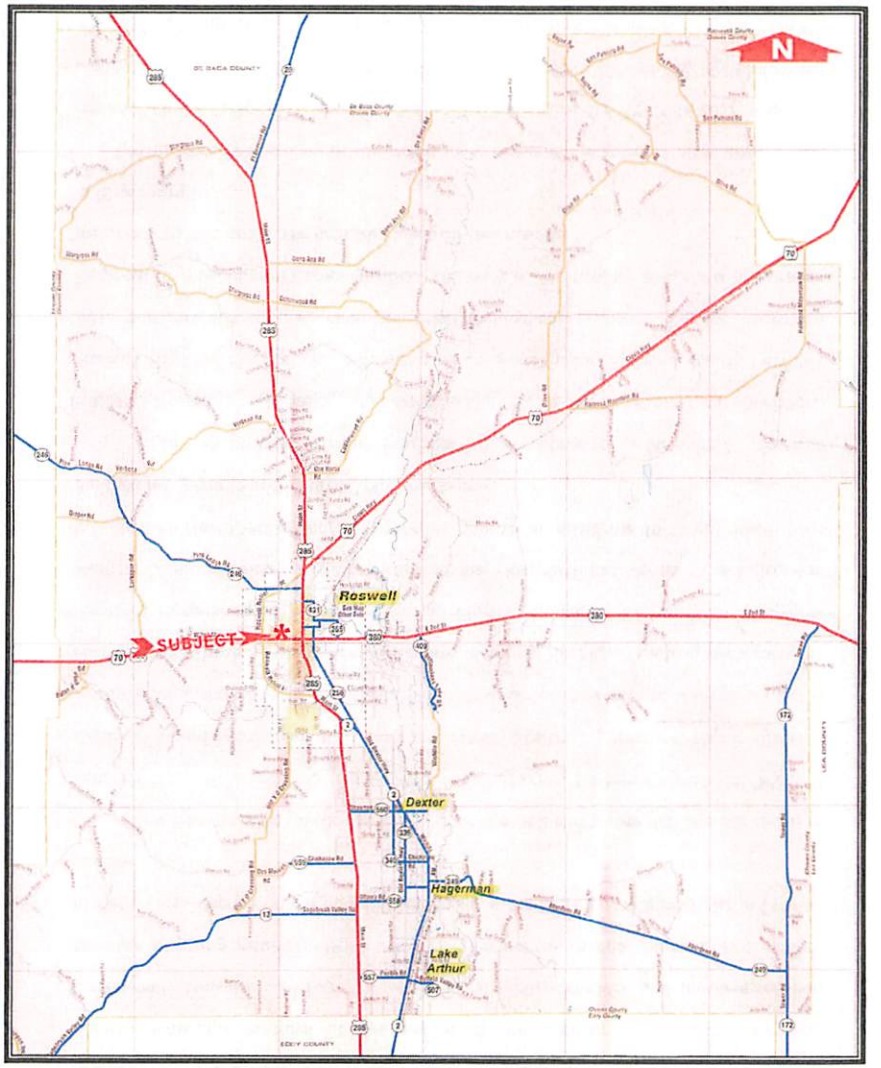
- **Summary**

The Roswell economy is somewhat more diversified than most other cities in the region. Gross Receipts Tax and Lodger's Tax collections for FY 2014-2015 were the highest amounts ever collected. FY 2016-2017 tax collections were slightly higher than the FY 2015-2016 tax collections. FY 2017-2018 tax collections are trending higher than FY

2016-2017 tax collections. The low interest rates and the reasonably stable economy in Roswell have generally stabilized the residential and commercial portions of the economy. Housing demand in Roswell has weakened, but the overall economy appears to be reasonably stable. It is anticipated that local businesses, such as the hospitals, will hopefully begin increasing their labor forces, which is expected to increase demand for housing.

The economy is expected to remain steady to having some upward improvement. Efforts to diversify the economy are being undertaken. This will assist in the long-term stabilization of the Chaves County and Roswell economy, making them less susceptible to the cycles of the oil and gas industry. The current economic conditions of being stable to slow growth are expected to continue for the foreseeable future.

A Chaves County Map follows.



CHAVES COUNTY MAP

MARKET AREA DATA

The subject property is located just north of the northeast corner of the intersection of West 8th Street and North Sycamore Avenue in Roswell, New Mexico. North Sycamore Avenue is a primary north/south collector street on the west side of Roswell. West 8th Street (which is an east/west collector street) is located on the south side of the subject. West College Boulevard, an east/west collector street approximately .5 miles north of the subject site, has been extended west to the Roswell Relief Route-Bypass and provides even better access to the west side of Roswell and better access into and out of the central business district. West Second Street (U.S. Highway 70/380) is located approximately .4 miles south of the subject. West Second Street (U.S. Highway 70/380) is the primary east/west route through Roswell. Considering West College Boulevard, West Country Club Road, West Mescalero Road, and West Berrendo Road, which are all east/west collector streets north of the subject, the subject property is well-located with good access to any part of Roswell within a 5-15 minute drive.

The subject's immediate market area is primarily influenced by the suburban residential development located in the northwest quadrant of Roswell. The Enchanted Hills area (directly west of the subject) is the largest in-town residential development. There are other generally older residential developments located south, east, and southeast of the subject. The in-town residential development that is located northeast of the subject in the large Coronado area and the adjoining newer residential subdivisions is generally perceived to be the premier residential development area in Roswell. This area continues to slowly develop with two newer residential subdivisions currently being built-out. The improvements that are located along North Sycamore Avenue that are in close proximity to the subject include four relatively new, large worship facilities and one large Christian school. There is a fire station located approximately .5 miles north of the subject. There are several new retail/service facilities south of the subject along West Second Street. These newer facilities include four large, new automobile dealerships, a new carwash facility, some newer

restaurants, and some new retail facilities. There is a great deal of vacant, undeveloped land that surrounds the subject. Most of this land is owned by the City of Roswell (the vacant land is part of the former Roswell Municipal Airport). This large, undeveloped land area and the privately owned land north and west of the subject is all located in the current growth pattern of Roswell. However, the length of time to develop this large amount of acreage is expected to be many years into the future.

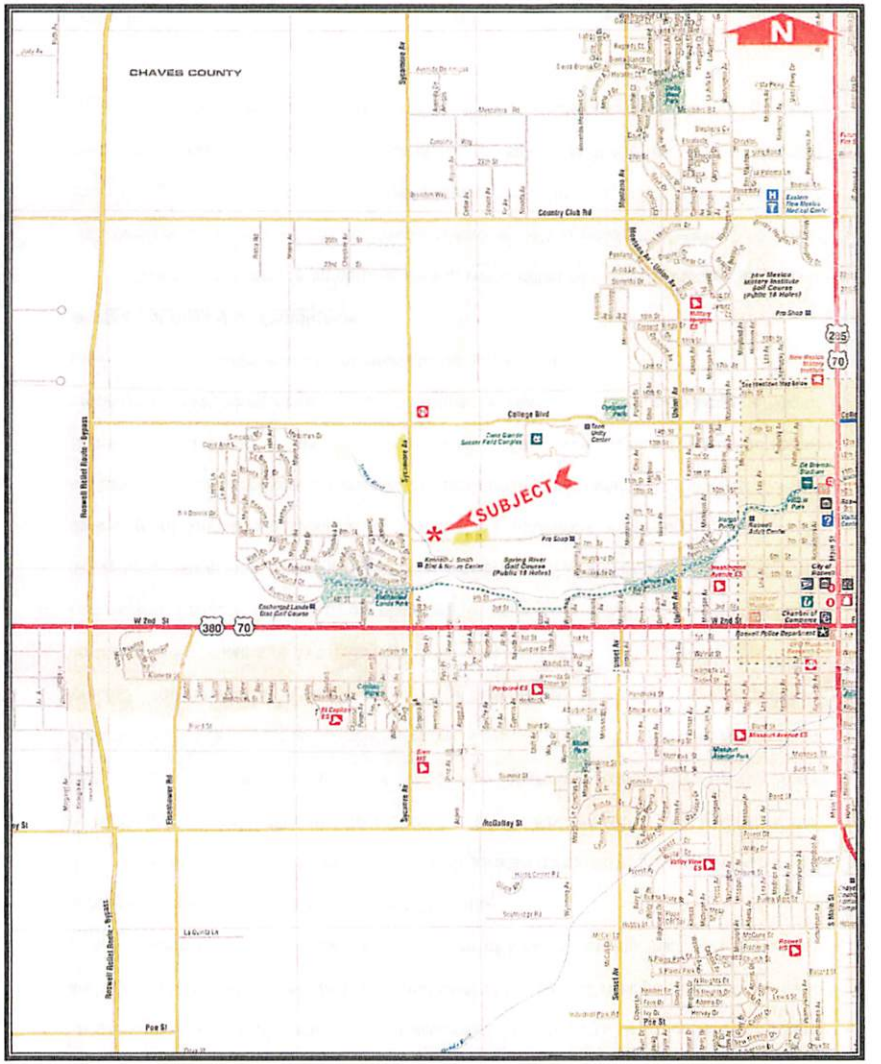
The new Cielo Grande Recreation Facility located northeast of the subject property is currently under construction and will provide the City of Roswell with a new aquatic center and recreation facility. Phase One of a new apartment community, Spring River Apartments, has recently been completed at the intersection of North Sycamore Avenue and West College Boulevard. A new Masonic Lodge building was built in 2011, a short distance northeast of the subject on West College Boulevard just east of the fire station. Most new commercial development has taken place some distance northeast of the subject along North Main Street and south of the subject along West Second Street. New residential development continues in subdivisions northeast and southwest of the subject. Demand is expected to slowly continue to increase for commercial improvements in the West College Boulevard and North Sycamore Avenue area. The large, new city park/recreation area/soccer field complex that is located northeast of the subject provides a large portion of the Roswell community with several recreational opportunities.

- **Market Area Data Conclusion**

Overall, the subject's immediate area is well-located and readily accessible. It is a high-traffic area due to the many east/west collector streets in close proximity to the subject. Even though there is minimal commercial development in the immediate area, demand for new commercial improvements is expected to slowly continue as new residential development continues to occur. There is more than adequate privately owned vacant land

available for new commercial development. The subject is located in what should become the westerly growth pattern of Roswell.

A Market Area Map follows.



MARKET AREA MAP

SITE DESCRIPTION

- **Location**

The subject property is located just northeast of the northeast corner of the intersection of West 8th Street and North Sycamore Avenue, Roswell, New Mexico. This is on the north side of West 8th Street and on the east side of North Sycamore Avenue, approximately .5 miles south of the intersection of West College Boulevard and North Sycamore Avenue.

- **Site Size and Dimensions**

The subject site is mostly rectangular in shape with the west end of the site being irregularly shaped. Per the Chaves County Assessor's Plat, the north property line is 1305.52 feet long and the south property line is 949.12 feet long. The east property line is 326.67 feet long and the irregular west property line is a total of 482.59 feet long. Per these dimensions, the site contains 8.43 acres.

- **Access and Visibility**

Vehicular access onto the site is gained from the south side of the subject site on West 8th Street. West 8th Street is an east/west collector street that provides good access into and out-of the subject's market area. Visibility of the subject site is good for both westbound and eastbound traffic on West 8th Street. The site is partially visible for northbound/southbound traffic on North Sycamore Avenue.

- **Parking Area**

The subject property is proposed to be used to realign the West 8th Street roadway. It does not provide any parking.

- **Zoning**

The site is currently zoned R-1 Residential District, per the current Zoning Map and Article 7 of the City of Roswell, Zoning Ordinance 10-02, dated June 22, 2010. R-1 Residential District Zoning is intended for low density single-family detached dwellings, 5 units per net acre, and other uses which uphold and maintain the low density residential

nature of the district. The permitted uses are single-family detached dwellings, home occupations, publicly owned police/fire stations/parks or playgrounds, and related buildings. Some of the special uses are cemeteries and mausoleums, churches and other places of worship, community association swimming pools and/or recreational facilities, golf courses and related buildings, public utility and service facilities, schools, community gardens, and renewable energy facilities.

- **Utilities**

All city services and utilities are available to the site, but will have to be extended onto the site for development. Following are the utilities available to or in close proximity to the site and the local provider:

UTILITY SERVICE/PROVIDERS

Electricity:	**Xcel Energy**
Gas:	**New Mexico Gas Company**
Telephone:	**CenturyLink**
Water:	**City of Roswell**
Sewer:	**City of Roswell**
Trash Collection:	**City of Roswell**

- **Topography, Drainage, and Flood Information**

The majority of the subject site is level at an elevation of approximately 3,600 feet above sea level. The general slope in the area is to the west and southwest. Drainage is adequate. Per Flood Insurance Rate Map Number 40109C1370D, effective March 23, 2012, the site appears to be in Flood Zone X. Flood Zone X is an area determined to be outside the 100-year floodplain. **However, a topographic Survey will be required to accurately determine if any portion of the west end of the site is located within the 100-year floodplain.** There is a drainway that adjoins the west end of the subject site that is in the 100-year floodplain.

- **Signage**

There is no signage on the subject site.

- **Landscaping and Fencing**

There is no landscaping on the site. The site is covered with natural vegetation that is typical for the area. There are some remnants of old farm/ranch fencing on the west end of the site. However, this fencing does not provide any contributory value to the site.

- **Soils**

No report of soil or subsoil conditions was made available for this appraisal. Based upon the presence of improved properties in the immediate area and because the area is not known to have significant soil problems, I have assumed that the soil and subsoil on the subject site are reasonably adequate for building support. The following chart provides a summary of soil information on the subject site.

ReB—Reakor loam, 1 to 3 percent slopes: Map Unit Setting
- *National map unit symbol:* 1w82
- *Elevation:* 3,200 to 4,500 feet
- *Mean annual precipitation:* 10 to 16 inches; *Mean annual air temperature:* 59 to 65 degrees F
- *Frost-free period:* 180 to 220 days
- *Farmland classification:* Farmland of statewide importance

Map Unit Composition
- *Reakor and similar soils:* 85 percent
- *Minor components:* 1 percent
- *Estimates are based on observations, descriptions, and transects of the mapunit.*

Description of Reakor: Setting
- *Landform:* Plains, alluvial fans; *Landform position (three-dimensional):* Rise
- *Down-slope shape:* Convex, linear; *Across-slope shape:* Convex, linear
- *Parent material:* Mixed alluvium and/or eolian deposits derived from sedimentary rock

Typical profile
- *H1 - 0 to 17 inches:* loam; *H2 - 17 to 65 inches:* clay loam

Properties and qualities
- *Slope:* 1 to 3 percent
- *Depth to restrictive feature:* More than 80 inches
- *Natural drainage class:* Well drained; *Runoff class:* Medium
- *Capacity of the most limiting layer to transmit water (Ksat):* Moderately high (0.20 to 0.60 in/hr)
- *Depth to water table:* More than 80 inches
- *Frequency of flooding:* None; *Frequency of ponding:* None
- *Calcium carbonate, maximum in profile:* 35 percent
- *Gypsum, maximum in profile:* 9 percent
- *Salinity, maximum in profile:* Very slightly saline to slightly saline (2.0 to 4.0 mmhos/cm)
- *Sodium adsorption ratio, maximum in profile:* 2.0
- *Available water storage in profile:* High (about 11.2 inches)

Interpretive groups
- *Land capability classification (irrigated):* 2e; *Land capability classification (nonirrigated):* 7e
- *Hydrologic Soil Group:* C; *Ecological site:* Loamy (R042XC007NM); *Hydric soil rating:* No

Minor Components: Playa
- *Percent of map unit:* 1 percent
- *Landform:* Flood-plain playas; *Landform position (three-dimensional):* Dip, talf
- *Down-slope shape:* Concave; *Across-slope shape:* Concave
- *Ecological site:* Bottomland (R042XC017NM)
- *Hydric soil rating:* Yes

Reeves
- *Percent of map unit: Ecological site:* Loamy (R042XC007NM)
- *Hydric soil rating:* No

Holloman
- *Percent of map unit: Ecological site:* Gyp Upland (R042XC006NM)
- *Hydric soil rating:* No

Atoka
- *Percent of map unit: Ecological site:* Loamy (R042XC007NM)
- *Hydric soil rating:* No

Pecos
- *Percent of map unit: Ecological site:* Draw (R042XC008NM)
- *Hydric soil rating:* No

Data Source Information: USDA - Natural Resources Cons. Service; Soil Survey Area: Chaves County, New Mexico; Survey Area Data: Version 11, Sept. 26, 2014

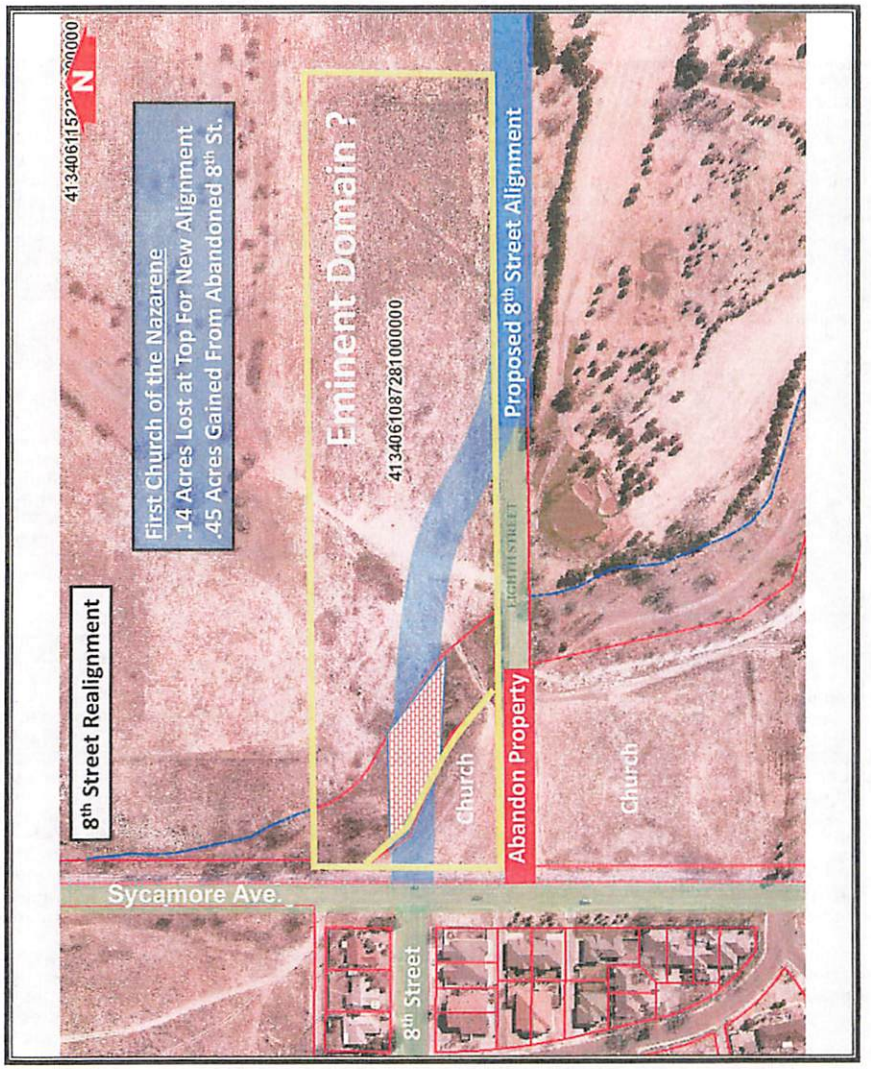
A copy of the Aerial Photo, Current 8th Street Alignment, Proposed 8th Street Alignment (2 Exhibits), Assessor's Site Plat, Zoning Map, Topographic Map, Flood Map, Soils Map, and pictures of the site follow.



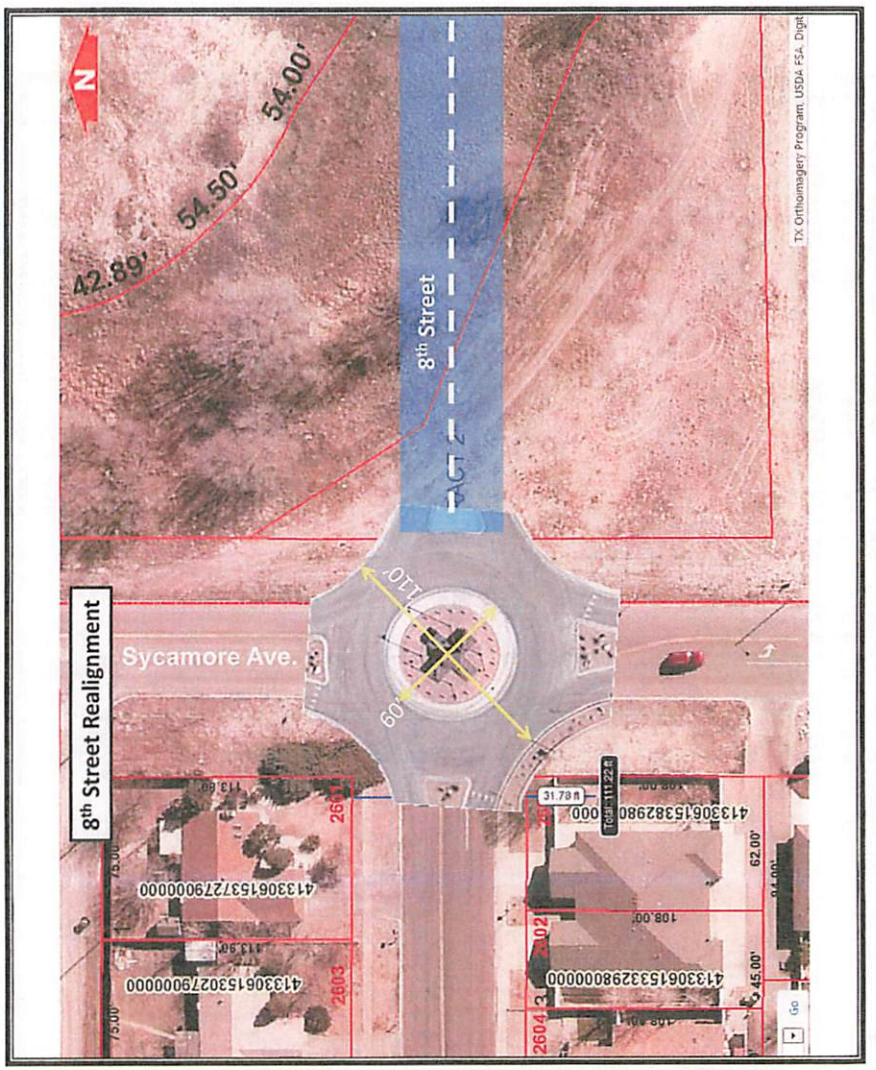
AERIAL PHOTO



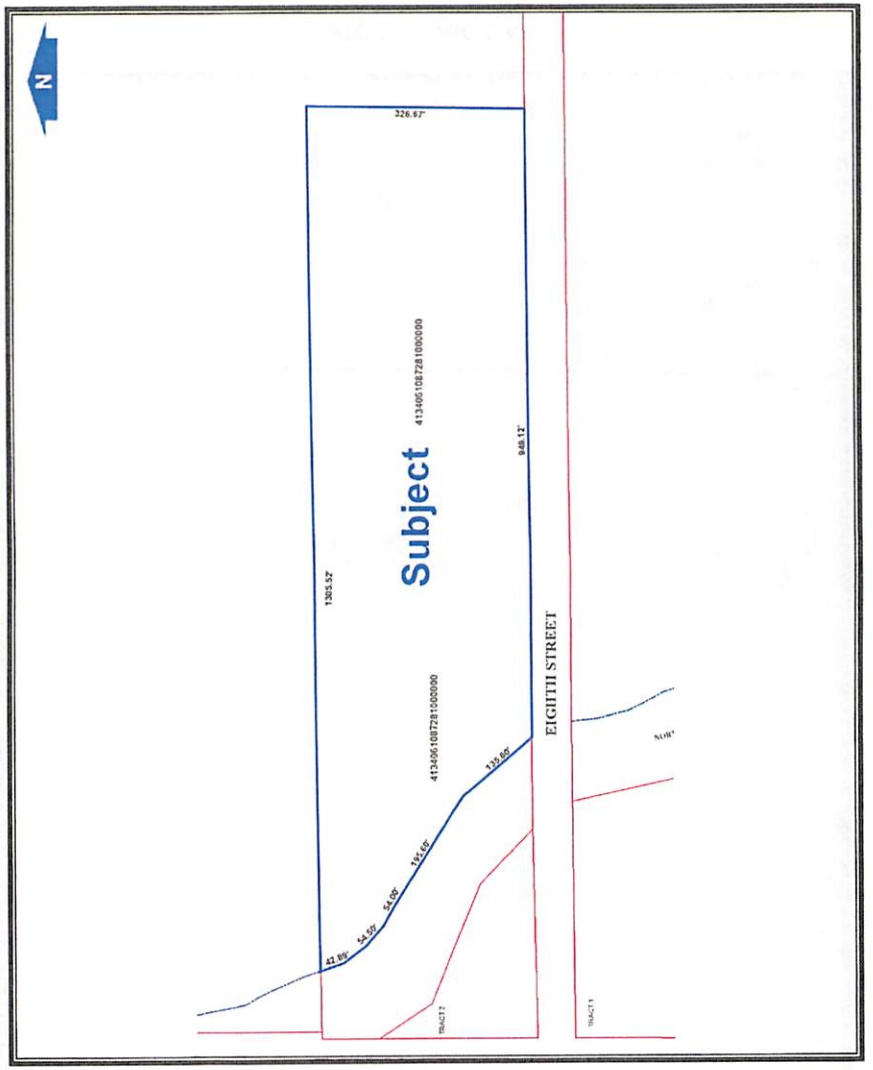
CURRENT 8TH STREET ALIGNMENT



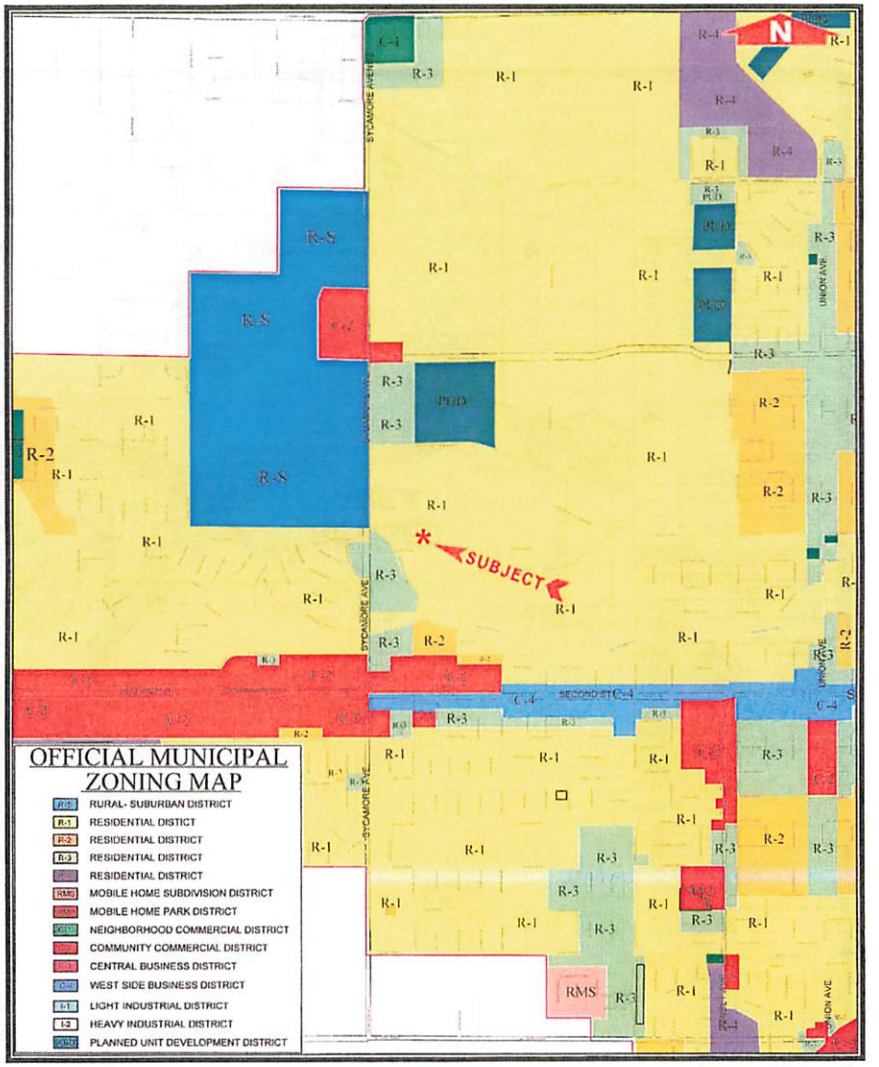
PROPOSED 8TH STREET ALIGNMENT



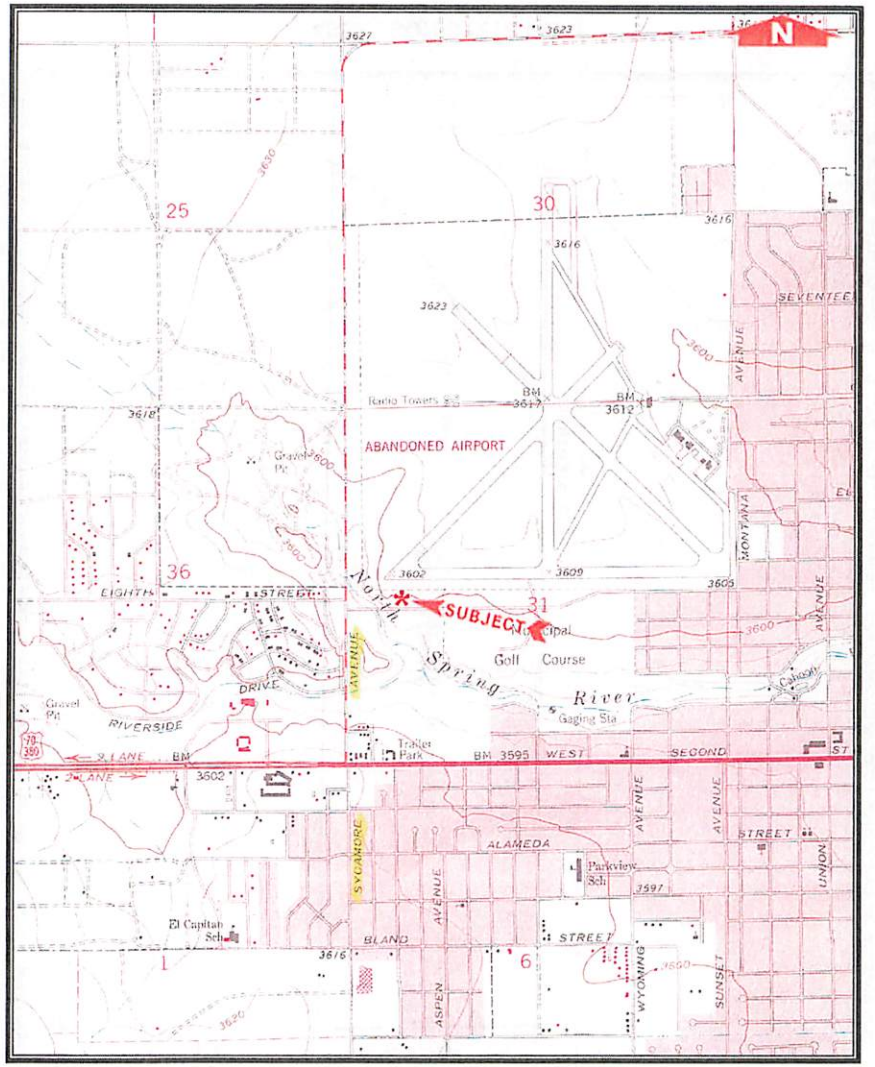
PROPOSED 8TH STREET ALIGNMENT



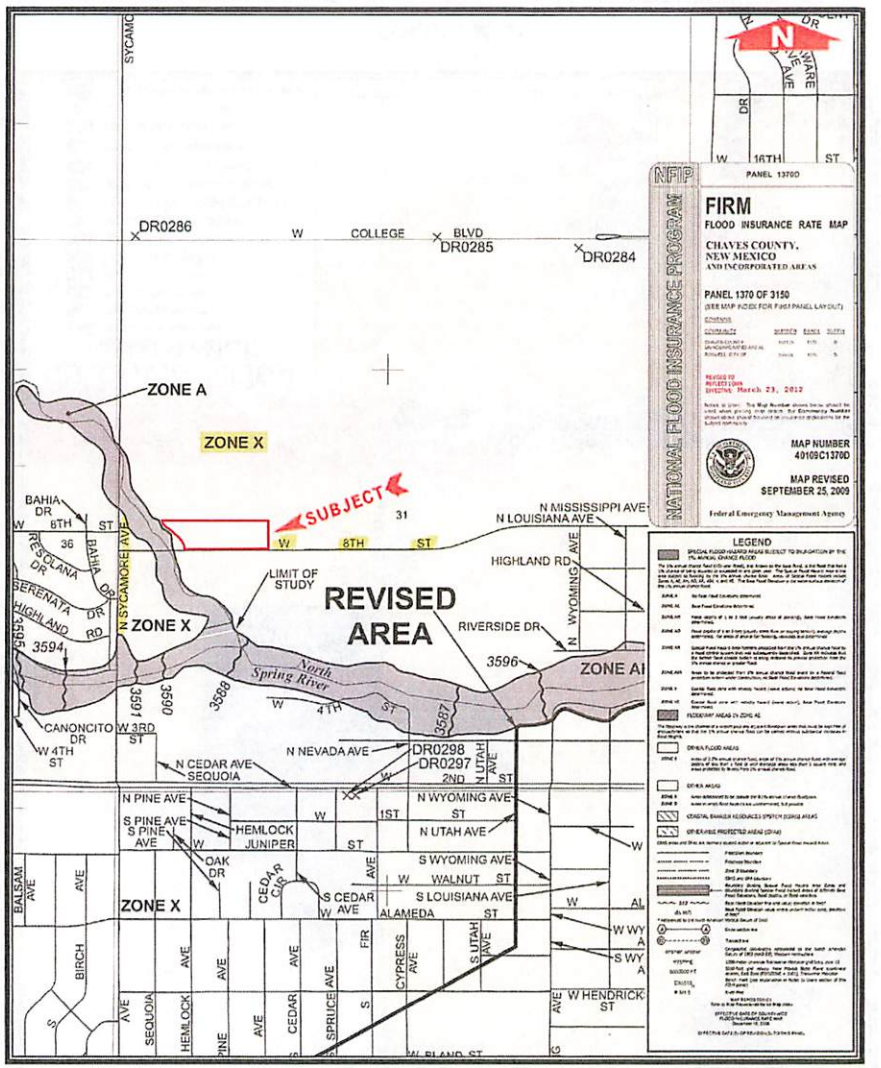
ASSESSOR'S SITE PLAT



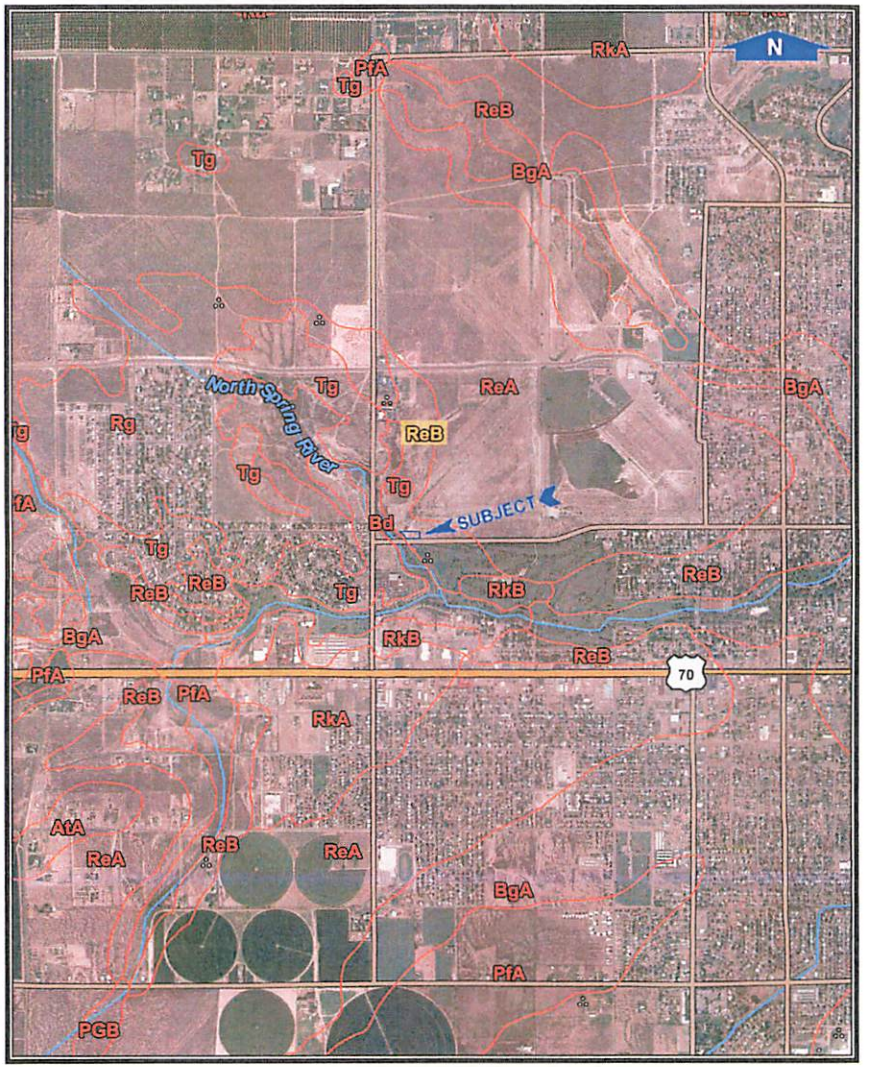
ZONING MAP



TOPOGRAPHIC MAP



FLOOD MAP



SOILS MAP



LOOKING WEST ON WEST 8TH STREET – SUBJECT ON RIGHT

LOOKING EAST ON WEST 8TH STREET – SUBJECT ON LEFT



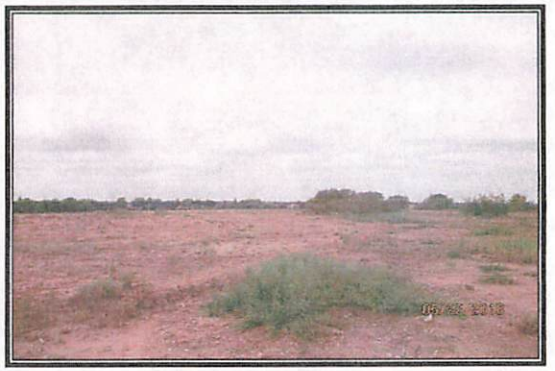


LOOKING NORTH FROM WEST 8TH STREET ALONG EAST PROPERTY LINE – SUBJECT ON LEFT IN UNMOWED AREA



LOOKING SOUTH FROM NORTHEAST CORNER OF SITE – SUBJECT ON RIGHT IN UNMOWED AREA

LOOKING WEST ALONG NORTH PROPERTY LINE – SUBJECT ON LEFT





LOOKING EAST ALONG NORTH PROPERTY LINE – SUBJECT ON RIGHT



LOOKING SOUTH FROM NORTH PROPERTY LINE – SUBJECT ON BOTH SIDES

LOOKING EAST FROM NORTHWEST CORNER OF SITE – SUBJECT RIGHT OF POST – NOTE DOWNWARD SLOPE ON WEST END OF SITE





LOOKING SOUTHEAST FROM NORTHWEST CORNER OF SITE – SUBJECT LEFT OF POST – NOTE DOWNWARD SLOPE AND DRAINWAY ON RIGHT



LOOKING NORTHWEST FROM SOUTHWEST CORNER OF SITE – SUBJECT ON LEFT

LOOKING NORTH FROM SOUTHWEST CORNER OF SITE AND WEST 8TH STREET – SUBJECT ON BOTH SIDES – NOTE DOWNWARD SLOPE OF SITE





LOOKING EAST ACROSS SITE FROM WEST PROPERTY LINE – APPROXIMATE LOCATION OF WEST 8TH STREET REALIGNMENT



LOOKING WEST ACROSS DRAINAGE CHANNEL FROM WEST PROPERTY LINE – APPROXIMATE LOCATION OF WEST 8TH STREET REALIGNMENT

LOOKING WEST ACROSS SITE FROM EAST PROPERTY LINE – APPROXIMATE LOCATION OF WEST 8TH STREET REALIGNMENT





LOOKING EAST FROM EAST PROPERTY LINE – APPROXIMATE LOCATION OF WEST 8TH STREET REALIGNMENT

ASSESSMENTS AND TAXES

Taxes are established by New Mexico State Tax Code, assessed annually by calendar year, and are due November 10th each year. The subject's tax account ID number is **R001765**. Taxes for the previous two years are as follows:

TAX INFORMATION

Tax Year	Account # R001765
2016	$359.75
2017	$380.04

Taxes are for the current 2017 tax year, are unpaid. The following are the subject's 2017 full assessed values:

TAX ASSESSMENT

	Account # R001765
Land	$33,720
Improvements	N/A
Total	$33,720

The full assessed value of the subject property is similar to assessed values of other similar vacant land properties in Roswell.

HISTORY

The subject property is assumed to be owned by the Annie Wildy Lea Garry Estate. The subject appears to have been part of the former Roswell Municipal Airport property that served Roswell for many years. The airport was abandoned for use as an airport after the City of Roswell obtained ownership of the former Walker Air Force Base in 1967. No filed instrument for the property that is the subject of this appraisal report has been provided to

the appraiser to provide an accurate legal description and date obtained. The property remains vacant land.

ENVIRONMENTAL CONSIDERATIONS

No documentation has been made available to the appraiser that identifies the subject property as having any environmental issues. A search of the U. S. Environmental Protection Agency, Superfund Information System Web Page indicates two sites listed in Chaves County. These sites are not in close proximity to the subject property. **The appraiser is not a qualified environmental expert and has no specialized training or skills in the area of environmental contamination. All readers/users of this report are cautioned that if there are any environmental concerns or hazardous materials on the property, it could adversely affect the value of the property. The client is advised to consult an environmental expert. For purposes of this appraisal, the subject property is assumed to be unaffected by environmental conditions or hazardous materials. An environmental report was not made available to the appraiser. If a subsequent environmental survey reveals the presence of hazardous material or environmental issues, the appraiser reserves the right to amend the valuation accordingly.**

DESCRIPTION OF THE IMPROVEMENTS

There are no improvements on the site. It is a vacant undeveloped tract of land.

HIGHEST AND BEST USE

Highest and Best Use is defined:

"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."

(The Appraisal of Real Estate, 14th Edition, 2013, Pages 333, published by the Appraisal Institute.)

Implied in this definition is the following criteria:

1. *The use must be legal and comply with zoning and building codes.*
2. *Use must be probable not speculative or conjectural.*
3. *Demand for such use must exist.*
4. *Use must be profitable.*
5. *Use must provide the highest net return to land.*

In order to estimate Highest and Best Use, there are essentially four stages of analysis. These are as follows.

1. *Legally Permissible Uses of the Site – What uses are legally allowed given the zoning, easements, and/or deed restrictions?*
2. *Physically Possible Uses of the Site – Among the legally permissible uses, what uses are physically possible, given the size, shape, and topography of the site?*
3. *Financially Feasible Uses of the Site – Among the uses which are legally permissible and physically possible, what uses would provide a reasonable residual net return to the land?*
4. *Maximally Productive Use of the Site – Among the financially feasible uses, which use would result in the highest residual land value?*

These tests have been applied to the subject property "As Though Vacant".

- **Highest and Best Use – As Though Vacant**

Legally Permissible Uses – Legal limitations on the use of the subject property are those resulting from easements, zoning restrictions, and deed restrictions, if any. There are no known easements or deed restrictions that would preclude any known viable use of the subject property. The subject is currently zoned R-1 Residential District. Therefore, the use of the subject property is primarily intended for low density single-family detached dwellings, 5 units per net acre, and other uses which uphold and maintain the low density residential nature of the district. Some of the special uses are cemeteries and mausoleums, churches and other places of worship, community association swimming pools and/or recreational

facilities, golf courses and related buildings, public utility and service facilities, schools, community gardens, and renewable energy facilities.

Physically Possible Uses – Any new improvements would have to be appropriately sized. The size, shape, and topography can influence ultimate development. The physically possible uses of the site considering its size, shape, and topography would include most any single-family residential structure that would be appropriately sized for the site.

The subject site is mostly rectangular in shape. The subject site contains a total of 8.43 acres. The proposed intended use of the subject property is to realign West 8th Street. Drainage appears to be adequate. The site does not appear to be located in a flood zone. Soil conditions appear to be satisfactory for development. Consequently, the site lends itself to most residential development uses from a physical possibility analysis.

Financially Feasible Uses – Due to the type of existing development in the area, it would be financially feasible to develop the property with single-family residential improvements or possibly a place of worship. There are currently residential properties developed west of the subject in the Enchanted Hills Subdivision and several places of worship developed north and south of the subject along North Sycamore Avenue. However, demand for further development of this type in the immediate market area is considered to be limited.

Considering the amount of new or proposed development in the subject's immediate market area, there is no reason to expect the subject site, as though vacant, would be developed unless a specific use of the site required a new development. Any new development would probably be for an owner/occupant. The most probable type of improvement that might be developed on the site, considering other development in the immediate area, would be single-family residential improvements or possibly a place of worship.

Maximally Productive Uses – The legally permissible uses, the physically possible uses, and the financially feasible uses all indicate the maximally productive use and the

Highest and Best Use of the subject site "As Though Vacant" is that it be held as speculative vacant land for possible future development, contingent upon demand requirements.

COST APPROACH

The Cost Approach involves three steps: (1) estimating the value of the land as if vacant, generally on the basis of comparable sales; (2) estimating reproduction or replacement cost of improvements, as if new; and (3) accurately measuring the total loss in value caused by various types of depreciation. After improvements are constructed, various forms of depreciation occur which affect the value of the improvements, and the older the improvements become, the greater the total depreciation from all sources is likely to be. This approach is based on the assumption that a buyer will generally not pay more for a property than it would cost to duplicate it within a reasonable time. In this report, because the subject is vacant land, the Cost Approach will not be developed.

INCOME APPROACH

The Income Approach is generally the chief approach to value of an investment type property. This approach most typically conforms to the thinking of the market. The present worth of the anticipated income stream is calculated, taking into account the quantity, quality, and duration of the net income expectancy. The Income Approach involves the following steps:

1. Estimate the potential gross income a property will produce, 100% occupancy (market rent). This is determined by comparing rents received by comparable and competing properties, and comparing amenities offered by these properties to those offered by subject property.
2. An anticipated annual vacancy allowance is made, based on current occupancy of competing properties, occupancy trends, and any announced new properties.
3. Prepare an annual stabilized income and expense statement anticipated in the operation of subject property, based on the actual costs of operating subject and known expenses of operating similar properties.

4. Process the resulting net annual income into an indicated value by employing a capitalization rate. The capitalization rate is the weighted mortgage equity rate or an overall rate extracted from market sales. The net annual income is then divided by the capitalization rate, producing the property value. The capitalization rate is called the overall rate (OAR).

The subject is vacant land. There is very little, if any, vacant land that is leased in the Roswell market area that is similar to the subject. Therefore, the Income Approach is not considered to provide adequate information to assist in providing my conclusion of Fee Simple Market Value of the surface estate of the subject. It will not be developed in this appraisal.

SALES COMPARISON APPROACH

In this approach to value, the value of the subject is arrived-at by developing data on sales of other vacant land tracts and comparing the sales to the subject property. From my analyses of other vacant land sales, units of comparison can be extracted to arrive at an indication of value using the Sales Comparison Approach. The key to this approach is to develop an adequate amount of comparable data and to adjust the sales to the subject property for items that are not comparable.

Land is valued as if vacant and ready for development to its Highest and Best Use. Similar vacant land sales are developed and compared to the subject. The unit of comparison used in the following analyses will be the value per acre.

The subject property is a vacant tract of land located just northeast of the northeast corner of the intersection of West 8th Street and North Sycamore Avenue. It has 949.12 feet of frontage on West 8th Street and 482.59 feet along its irregular west property line. It contains 8.43 acres. It has good visibility and good access. The topography is level. It appears to be located in Flood Zone X (which is not in the 100-year floodplain). However, a Survey will be required to determine if any of the subject site is located in the 100-year floodplain.

The following six vacant land sales have been analyzed based upon differences in location, size, exposure/accessibility, and other factors (such as buyer/seller motivation or other physical factors). No condition of sale (financing) adjustments are required. No market conditions (time) adjustments are required. No adjustments are required for zoning differences. The following Land Sales Summary Chart is provided:

LAND SALES SUMMARY CHART

Sale #	Location	Sale Date	Sale Price	Size Acres	Price/ Acre	Zoning
1	1800 North Sycamore Avenue	6-17	$234,000	15.608	$14,992	R-S
2	1801 North Sycamore Avenue	2-16	$200,000	20.0	$10,000	R-1
3	2301 West College Boulevard	4-15	$50,000	1.1478	$43,562	R-1
4	1600 North Sycamore Avenue	11-13	$208,200	13.88	$15,000	C-2
5	3000 Block of North Kentucky Avenue	10-12	$150,000	9.74	$15,400	R-3
6	613 West Mescalero Road	7-09	$150,000	10.0	$15,000	R-1
Subject	NE Corner West 8th Street & North Sycamore Avenue			8.43		R-1

● **Land Sales Analyses**

Sale 1 is located approximately 1.0 mile northwest of the subject on the west side of North Sycamore Avenue approximately .4 miles north of the North Sycamore Avenue and West College Boulevard intersection. The market area environment is somewhat superior to the subject (more development in this area). A negative 5% location adjustment is required. Sale 1 is 1.85 times as large as the subject site. A positive 5% size adjustment is required. Exposure/accessibility is somewhat superior to the subject (higher traffic area). A negative 5% exposure/accessibility adjustment is required. No other factors adjustment is required. **The adjusted sale price of Sale 1 is $14,242 per acre.**

Sale 2 is also located approximately 1.0 mile north of the subject on the east side of North Sycamore Avenue approximately .4 miles north of the North Sycamore Avenue and West College Boulevard intersection. The market area environment is somewhat superior to

the subject (more development in this area). A negative 5% location adjustment is required. Sale 2 is 2.37 times as large as the subject site. A positive 10% size adjustment is required. Exposure/accessibility is somewhat superior to the subject (higher traffic area). A negative 5% exposure/accessibility adjustment is required. An extremely large positive 50% other factors adjustment is required. Due to the estimated costs involved in extending sewer lines and electrical service to this sale and due to the seller being motivated to sell this property, the large other factors adjustment is required. **The adjusted sale price of Sale 2 is $15,000 per acre.**

Sale 3 is located approximately .6 miles north of the subject three properties east of the northeast corner of the intersection of West College Boulevard and North Sycamore Avenue. The market area environment is somewhat superior to the subject (more development in this area). A negative 5% location adjustment is required. Sale 3 is only .14 times as large as the subject site. A negative 15% size adjustment is required. Exposure/accessibility is somewhat superior to the subject (higher traffic area). A negative 5% exposure/accessibility adjustment is required. Sale 3 was purchased from the City of Roswell as an R-1 zoned tract anticipating that it would be rezoned to C-1 zoning and develop the property with a commercial improvement. Therefore, a very large negative 40% other factors adjustment is required, due to the required zoning changes involved in this transaction. **The adjusted sale price of Sale 3 is $15,247 per acre.**

Sale 4 is located approximately .7 miles northwest of the subject in the northwest corner of the intersection of North Sycamore Avenue and West College Boulevard. The market area environment is somewhat superior to the subject (more development in this area). A negative 5% location adjustment is required. Sale 4 is 1.65 times as large as the subject site. A positive 5% size adjustment is required. Exposure/accessibility is somewhat superior to the subject (higher traffic area). A negative 5% exposure/accessibility

adjustment is required. No other factors adjustment is required. **The adjusted sale price of Sale 4 is $14,250 per acre.**

Sale 5 is located approximately 2.9 miles northeast of the subject north of West Vista Parkway on the east side of North Kentucky Avenue, as extended. The market area environment is somewhat superior to the subject (more development in this area). A negative 5% location adjustment is required. Sale 5 is 1.16 times as large as the subject site. No size adjustment is required. Exposure/accessibility is inferior to the subject. Public street access is only available to the southwest and northwest corners of this site. A positive 10% exposure/accessibility adjustment is required. The buyer was motivated to purchase this property. Recognizing the limited public street access to the property, the sale price is somewhat high compared to other similar vacant land sales. Therefore, a negative 5% other factors adjustment is required, due to some buyer motivation. **The adjusted sale price of Sale 5 is $15,400 per acre.**

Sale 6 is located approximately 2.6 miles northeast of the subject one property east of the northeast corner of the intersection of West Mescalero Road and North Washington Avenue. The market area environment is somewhat superior to the subject (more development in this area). A negative 5% location adjustment is required. Sale 6 is 1.19 times as large as the subject site. No size adjustment is required. Exposure/accessibility is somewhat superior to the subject (higher traffic area). A negative 5% exposure/accessibility adjustment is required. There was some seller motivation to sell this property to divest of a non-performing asset. A positive 5% other factors adjustment is required, due to some seller motivation. **The adjusted sale price of Sale 6 is $14,250 per acre.**

The adjustments made to the previously cited vacant land sales are based primarily upon my analysis of the vacant land sales market in conjunction with information provided

by knowledgeable local commercial Realtors and local buyers/sellers. There are no known sale/resale or similar paired sales from which to extract some of the adjustments made in this analysis. The following Land Sales Adjustment Grid summarizes my land sales analysis:

LAND SALES ADJUSTMENT GRID

Sale #	Sale Date	Size Acres	Price/ Acre	Cond. of Sale	Market Cond. Adjust	Market/ Cond. Adjust S.P./Acre	Adjusted for differences in					
							Loc.	Size	Expos/ Access	Other Factors	Net Adj. Factor	Adj. S.P./ Acre
1	6-17	15.608	$14,992	1.0	1.0	$14,992	-5%	+5%	-5%	0%	95%	$14,242
2	2-16	20.0	$10,000	1.0	1.0	$10,000	-5%	+10%	-5%	+50%	150%	$15,000
3	4-15	1.1478	$43,562	1.0	1.0	$43,562	-5%	-15%	-5%	-40%	35%	$15,247
4	11-13	13.88	$15,000	1.0	1.0	$15,000	-5%	+5%	-5%	0%	95%	$14,250
5	10-12	9.74	$15,400	1.0	1.0	$15,400	-5%	0%	+10%	-5%	100%	$15,400
6	7-09	10.0	$15,000	1.0	1.0	$15,000	-5%	0%	-5%	+5%	95%	$14,250
Subject		8.43									Average	$14,732

- **Land Value Conclusion**

Based upon the previous land sales analyses, a range of $14,242 to $15,400 per acre is within current market parameters. Sales 2 and 3 both required very large adjustments and both adjusted sale prices are towards the upper end of the range. Sale 5 required much less adjustment than Sales 2 and 3. Its adjusted sale price sets the top of the range. Sales 1, 4, and 6 required the least adjustment. These three sales set the lower end of the range of adjusted sale prices. Therefore, I have concluded that **$15,000 (rounded) per acre is a strong indication of value for the subject site. My conclusion of Fair Market Value of the surface estate of the subject property is calculated:**

8.43 Acres X $15,000/Acre = $126,450

Rounded to $126,500

Land Sale data sheets and a location map follow.

LAND SALE DATA

Sale #1

Location:	1800 North Sycamore Avenue, Roswell, NM
Grantor:	Featherstone Development Corporation
Grantee:	Unchained Ventures, LLC
Sale Date:	6-2-17, Warranty Deed Book 786, Page 67, Chaves County
Sale Price:	$234,000, Cash to Seller
Tract Size:	15.608± Acres
Price/Acre:	$14,992/Acre
Zoning:	R-S Rural Suburban District

Comments: Vacant interior tract on North Sycamore Avenue approximately 1,850 feet north of the northwest corner of the intersection of North Sycamore Avenue and West College Boulevard. Tract has 500.0 feet of frontage on North Sycamore Avenue and it is 1,329± feet deep. All utilities and services were available and have been extended onto the site for development. Tract was purchased-for and has been developed-with a new self-storage facility. **Legal:** Tract A2 of Pocono Summary Replat No. 1. **Confirmed By:** Tres Featherstone, 5-24-18.

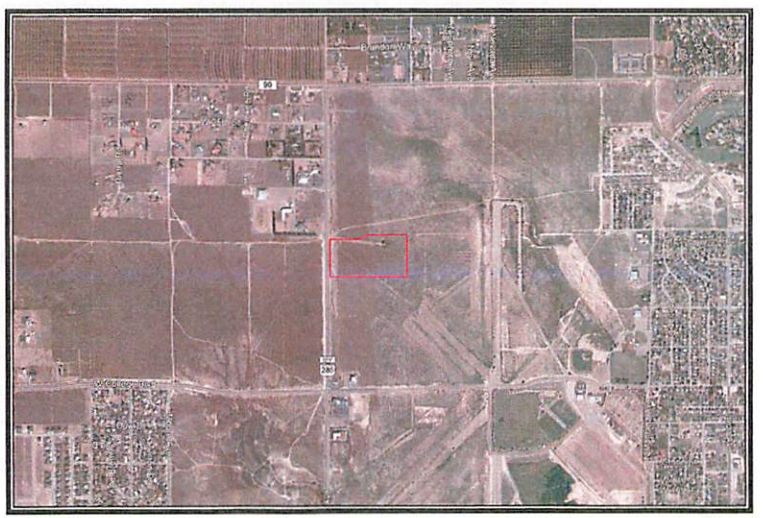


LAND SALE DATA

Sale #2

Location:	1801 North Sycamore Avenue, Roswell, NM
Grantor:	Eden Land Development Limited Partnership
Grantee:	Sally Mellgren
Sale Date:	2-18-16, Warranty Deed Book 760, Page 526, Chaves County
Sale Price:	$200,000, Cash to Seller
Tract Size:	20.0 Acres
Price/Acre:	$10,000/Acre
Zoning:	R-1 Residential District

Comments: Vacant interior tract on the east side of North Sycamore Avenue approximately midway between West Country Club Road to the north and West College Boulevard to the south. Tract has 611.09 feet of frontage on North Sycamore Avenue. It is 1,353.74 feet deep on its north property line and 1,355.39 feet deep on its south property line. The tract has 673.37 feet on its east property line. All utilities and services are available, but will need to be extended onto the site for development. The tract remains vacant. Costs for sewer line and electrical service development may be close to $5,000 per acre. There was some seller motivation to sell this property, per the buyer. **Legal:** Lot 1 of Eden Acres Unit 2 Summary Plat. **Confirmed By:** Sally Mellgren, 5-21-18.



LAND SALE DATA

Sale #3

Location:	2301 West College Boulevard, Roswell NM
Grantor:	City of Roswell
Grantee:	Desert Rock LLC
Sale Date:	4-6-15, Warranty Deed Book 744, Page 1003, Chaves County
Sale Price:	$50,000, Cash to Seller
Tract Size:	50,000 S.F.; 1.1478± Acres
Price/S.F. (Acre):	$1.00/S.F.; $43,562/Acre
Zoning:	R-1 Residential District

Comments: Vacant tract located on the north side of West College Boulevard directly east of the Roswell Masonic Lodge. The site is rectangular in shape and has 250.0 feet of frontage on West College Boulevard. It is 200.0 feet deep. All utilities and services are in close proximity, but will need to be extended onto the site for development. Tract was purchased as an R-1 Zoned tract and subsequently rezoned to C-2 Community Commercial. Tract was purchased-for and has subsequently been developed-with a new veterinary clinic. **Legal:** Tract A of Wenner Summary Plat, a subdivision in the City of Roswell, County of Chaves, and State of New Mexico. **Confirmed By:** Elizabeth Stark-Rankins, 5-20-15.



LAND SALE DATA

Sale #4

Location:	1600 North Sycamore Avenue, Roswell, NM
Grantor:	Featherstone Development Corporation
Grantee:	Emery Stephen Holdings, Ltd.
Sale Date:	11-21-13, Warranty Deed Book 723, Page 1032, Chaves County
Sale Price:	$208,200, Cash to Seller
Tract Size:	604,612± S.F.; 13.88± Acres
Price/S.F. (Acre):	$.34/S.F.; $15,000/Acre
Zoning:	C-2 Community Commercial District

Comments: Vacant corner tract located in the northwest corner of the intersection of West College Boulevard and North Sycamore Avenue (except 2.0± acres in the northwest corner of the intersection). All utilities and services are available, but will need to be extended onto the site for development. The site was purchased-for and has subsequently been developed-with a new high-quality apartment complex. **Legal:** Pocono Place Unit 1, Lots 1 and 2 (except 2.0 acres in the northwest corner of the intersection). **Confirmed by:** Tres Featherstone, 9-15-14.



LAND SALE DATA

Sale #5

Location:	3000 Block of North Kentucky Avenue, Roswell, NM
Grantor:	Claribel Y. Marshall
Grantee:	Tierra Realty Trust, LLC
Sale Date:	10-12-12, Warranty Deed Book 702, Page 1847, Chaves County
Sale Price:	$150,000, Cash to Seller
Tract Size:	424,274± S.F.; 9.74 Acres
Price/S.F. (Acre):	$.35/S.F.; $15,400/Acre
Zoning:	R-3 Residential District

Comments: Vacant interior tract located north of the Marshall Subdivision. Tract has access to the southwest corner and the northwest corner of the site from North Kentucky Avenue. However, North Kentucky Avenue is not developed along the west side of the tract. Public street access is available, but is not developed, except to the corners of this tract. All utilities and city services are available to the site, but will need to be extended onto the site for development. Tract was purchased for possible future development of an apartment complex. Tract remains vacant. There was some buyer motivation involved in this sale. **Legal:** N½W½ of Lot 8, Block 20, Berrendo Irrigated Farms. **Confirmed by:** John Grieves, 5-22-12.



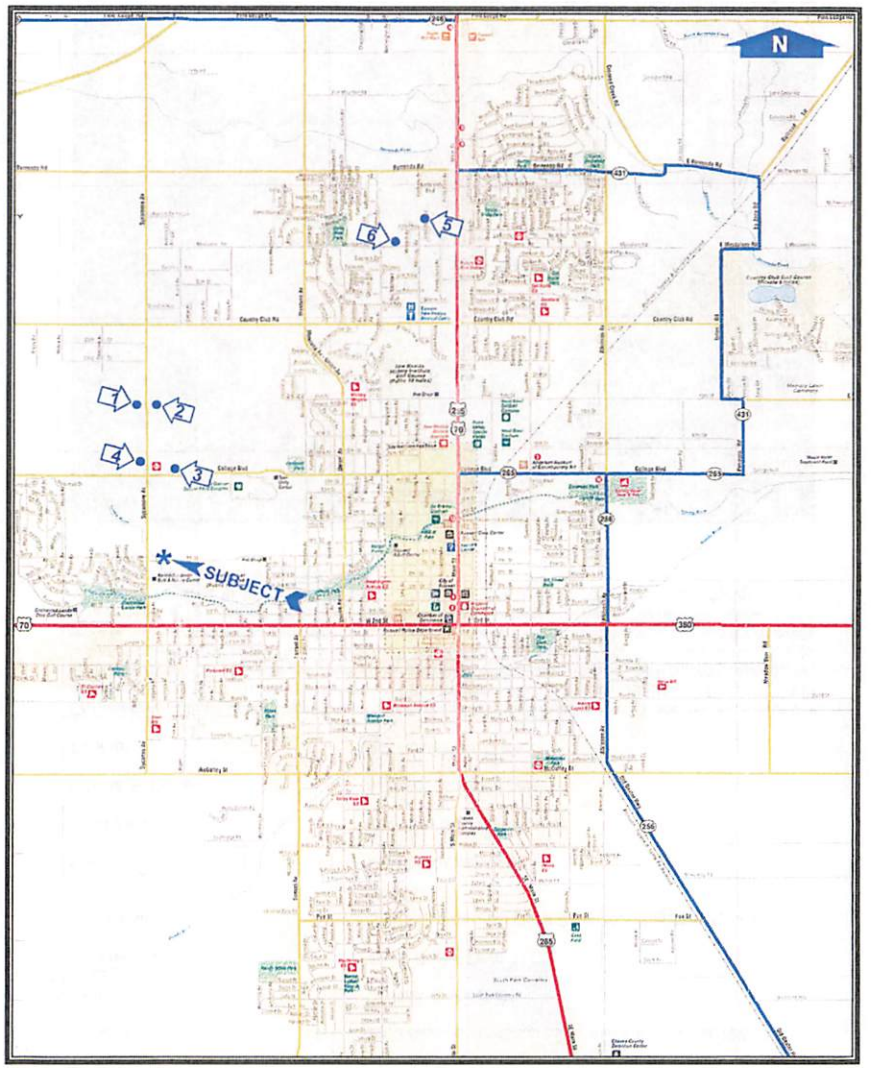
LAND SALE DATA

Sale #6

Location:	613 West Mescalero Road, Roswell, NM
Grantor:	McClellan Oil Corporation
Grantee:	Lloyd E. Stone Trust
Sale Date:	7-01-09, Warranty Deed Book 644, Page 6, Chaves County
Sale Price:	$150,000, Cash to Seller
Tract Size:	Irregular, 435,600 S.F.; 10 Acres
Price/S.F.(Acre):	$.34/S.F.; $15,000/Acre
Zoning:	R-1 Residential District

Comments: Vacant interior tract located on the north side of West Mescalero Road, one property east of the intersection of West Mescalero Road and North Washington Avenue. The Beehive Homes elder care facility adjoins the tract to the west and residential development adjoins the tract to the east. All utilities and services are available, but will need to be extended onto the site for development. The site was purchased-for and has subsequently been donated to the First Baptist Church. The site remains vacant. There was some seller motivation involved in this sale. **Legal:** Lot C, Sulimar Subdivision No. 2 Summary Plat. **Confirmed by:** Lloyd Stone, 1-13-11.





LAND SALE LOCATION MAP

RECONCILIATION AND FINAL CONCLUSION OF VALUE

Only one approach to value was developed in this appraisal report. An analysis of the pertinent facts and data influencing the value of the subject provided the following indication of value:

Cost Approach.....Not Developed
Income Approach.....Not Developed
Sales Comparison Approach.....$126,500

The Cost Approach was not developed because the subject is vacant land. This approach generally lends itself to valuing improved properties in that it considers the cost of construction and depreciation. In this report, because the subject is vacant land, the Cost Approach was not developed.

The Income Approach was not developed because the subject is vacant land. There are very few, if any, vacant land sales that have been leased in the Roswell market area that would be similar to the subject. Therefore, the Income Approach is not considered to provide adequate information to assist in providing a conclusion of Fair Market Value for the subject. The Income Approach was not developed in this appraisal.

The Sales Comparison Approach is developed in this appraisal report based upon my analysis of six vacant land sales in comparison to the subject. **The Fair Market Value of the surface estate of the subject property, as of May 22, 2018, is:**

$126,500

In conclusion, the Sales Comparison Approach is the only reasonable and reliable approach to provide my conclusion of Fair Market Value for the surface estate of the subject. **Therefore, I have concluded that the Fair Market Value of the surface estate of the subject property, as of May 22, 2018, is:**

$126,500

- **Estimate of Marketing Time**

Marketing time is the amount of time it might take to sell a real or personal property interest at the concluded Market Value during the period immediately after the effective date of an appraisal. I have concluded that the subject property will likely sell, as of May 22, 2018, with a marketing time of twelve months, or more.

- **Estimate of Exposure Time**

Exposure time is the length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at Market Value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. I have concluded that the subject property could have sold, as of May 22, 2018, with an exposure time of twelve months, or more.

- **Cash Value**

My conclusion of value reflects the cash value of the subject property. This conclusion of value is the same for a value based upon typical financing terms. Typical terms include conventional financing with the seller receiving cash at closing.

- **Past Due Taxes**

The 2017 taxes have not been paid.

- **Environmental Hazards**

I am not qualified to inspect for environmental problems. **All readers/users of this report are cautioned that if there is any environmental contamination on the subject property, it could adversely affect the value of the property. The client is urged to consult an environmental expert.**

- **Natural, Cultural, Recreational, or Scientific Value**

None known or made apparent to the appraiser.

CERTIFICATE OF APPRAISAL

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed no 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.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value conclusion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
11. I have made a personal inspection of the property that is the subject of this report.
12. No one provided significant professional assistance to the person signing this certification.
13. The appraisal assignment is not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
14. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

Respectfully submitted,

O. E. Kunkel Jr.

Date: May 22, 2018

Oscar E. Kunkel, Jr., SRA
(NM State Certified Appraiser # 314-G)

ADDENDA

Engagement Letter.....Exhibit "A"

Bud Kunkel

From: Bill Morris <b.morris@roswell-nm.gov>
Sent: Friday, May 18, 2018 4:10 PM
To: 'Bud Kunkel (budkunkel@cableone.net)'
Subject: 8th Street
Attachments: OMA Presentation IC-90.pdf

Hi Bud, can you think about 8th Street re-alignment when you get a chance and let me know when we can do a site visit? Have a great weekend.

William Morris, AICP, CZO
Planning Manager
City of Roswell
415 N. Richardson Ave.
Roswell, NM 88201
(P) (575) 637-6223
(C) (575) 937-1162
b.morris@roswell-nm.gov<mailto:b.morris@roswell-nm.gov>
To:
Subj
Att
THINK BEFORE YOU PRINT - This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission.

This email has been checked for viruses by AVG.
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Circumstances of the Proposed Purchase

The City has negotiated the purchase of approximately 6.81 acres of real property located at An 8.43-acre tract of land as shown on the "Garry Tract Boundary Survey" recorded in Book 24, Page 88, Chaves County Records, located in the NW1/4SW1/4 of Section 31, Township 10 South, Range 24 East, Chaves County, New Mexico ("Property") from Estate of Annie Wildy Lea Garry, aka Annie W. Garry, aka Annie L. Garry for the purpose of facilitating the realignment of 8th Street. The acquisition is necessary to complete a planned transportation improvement project designed to improve traffic flow, enhance public safety, and address existing roadway alignment concerns.

Benefits and Advantages

The proposed acquisition will provide several significant public benefits, including:

1. Improved traffic safety through a more efficient roadway alignment.
2. Enhanced visibility and safer ingress and egress for motorists.
3. Improved traffic flow and reduced congestion within the project area.
4. Increased accessibility for emergency response vehicles.
5. Accommodation of future transportation and infrastructure needs.
6. Reduction of potential maintenance and liability concerns associated with the existing roadway configuration.

The acquisition supports the City's long-term transportation planning objectives and will facilitate completion of a project intended to benefit the public at large.

Responsibilities of the City

Under the proposed purchase agreement, the City will:

- Pay the agreed purchase price for the property.
- Assume responsibility for one half (1/2) of the closing costs as specified in the agreement.
- Utilize the property for public right-of-way and related municipal purposes.
- Complete the transaction in accordance with all applicable laws, regulations, and City policies.

Appraised Value

An independent appraisal of the property was completed by Kunkel & Associates on May 22, 2018. The appraised value of the property was determined to be **$126,500.00**.

The negotiated purchase price of **$126,500.00** is equal to the appraised value. Staff has reviewed the appraisal and believes the purchase price is reasonable and in the best interests of the City considering the public benefits associated with the street realignment project.

Recommendation

Staff recommends approval of the purchase agreement for the acquisition of the property described above. The purchase will provide the necessary right-of-way for a street realignment project and will advance important public safety and transportation objectives for the community.

Legal Committee **16.**

Meeting Date: 09/24/2026

COMMITTEE:

CONTACT: **CHAIR:**

ACTION REQUESTED:

Consider recommending authorizing to advertise for a public hearing Ordinance 26-XX: An Ordinance amending Chapter 21 of the Roswell City Code related to Solid Waste Rate Indexing. (Abraham Chaparro)

BACKGROUND:

Initiated by: Abraham Chaparro

Presently, Roswell Code of Ordinances (RCO) 21-20(f) provides that City Council shall review and adjust solid waste rates at the beginning of each fiscal year. Proposed Ordinance 26-XX would strike subsection (f) of RCO 21-20 and add a new section (21-21) that would automatically index solid waste rates to inflation by establishing an annual indexing process for solid waste rates when the City Council does not otherwise implement a rate increase or decrease following its annual review. The proposed indexing would be based on the Consumer Price Index for Garbage and Trash Collection, as published by the U.S. Bureau of Labor Statistics, beginning January 1, 2027.

FINANCIAL CONSIDERATION:

Solid waste rates may be adjusted annually based on the applicable Consumer Price Index. Rates indexed to inflation would help ensure that the associated enterprise fund remains solvent as costs to provide the service increase with inflation.

LEGAL REVIEW:

The City Attorney has reviewed the proposed ordinance.

BOARD AND COMMITTEE ACTION:

The September 24, 2026, Legal Committee will be the first consideration of this item.

STAFF RECOMMENDATION:

Consider recommending authorizing to advertise for a public hearing Ordinance 26-XX: An Ordinance amending Chapter 21 of the Roswell City Code related to Solid Waste Rate Indexing.

Attachments

Solid Waste Rate Index Ordinance

ORDINANCE 26-XX

AN ORDINANCE AMENDING CHAPTER 21 OF THE ROSWELL CITY CODE RELATED TO SOLID WASTE RATE INDEXING

WHEREAS, the City of Roswell provides for the collection and disposal of solid waste pursuant to Chapter 21 of the Roswell City Code and NMSA 1978, Sections 3-48-1 through 3-48-7; and

WHEREAS, solid waste rates should remain fair, equitable, and sufficient to support the cost of collection, disposal, debt service, capital needs, and reasonable reserves; and

WHEREAS, annual rate indexing provides a consistent and transparent method for adjusting solid waste rates when the City Council does not otherwise implement a rate increase or decrease following its annual review.

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

SECTION 1. Section 21-20(f) of the Roswell City Code in its entirety, along with the following language, is repealed:

"*The solid waste director shall, each January, review all costs and rates and shall report to the finance committee, at their April meeting, proposed rate adjustments to ensure that each class of customer is carrying its share of costs, debt service, and reserves.*"

SECTION 2. Chapter 21 of the Roswell City Code is amended by adding a new Section 21-21 to read as follows:

21-21. Rate Indexing.

If, in its annual review, the City Council fails to implement a rate increase or decrease, the solid waste rates found in Section 21-20 and Appendix A shall be increased or decreased in proportion to the most recently available annual increase or decrease in the United States Consumer Price Index for All Urban Consumers (CPI-U) Garbage and Trash Collection, U.S. City Average, All Items, as published by the United States Bureau of Labor Statistics. The indexed adjustment shall become effective January 1 of each year beginning January 1, 2027.

SECTION 3. All ordinances or parts of ordinances in conflict with or inconsistent with this Ordinance are hereby repealed to the extent of such conflict or inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance previously repealed.

SECTION 4. If any section, paragraph, clause, or provision of this Ordinance is held invalid or unenforceable, the remainder of this Ordinance shall not be affected and shall remain in full force and effect.

SECTION 5. This Ordinance shall become effective five (5) days after publication by title and general summary, as provided by law.

PASSED, APPROVED, SIGNED, AND ADOPTED this ____ day of _____, 2026.

DRAFT

CITY OF ROSWELL, NEW MEXICO

_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

DRAFT