Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution No. 19-37. Except for emergency matters, the City Council shall take action only on the specific items listed on the Agenda.

MAY 14, 2020
6:00 p.m.

WELCOME! We are very glad you have joined us for the Roswell City Council meeting. If you wish to speak, please sign up at the podium prior to 6:00 p.m. In compliance with Resolution 19-37, all matters listed under Consent Items/Consent Agenda are considered routine by the City Council and will be approved by one motion. There will be no separate discussion on these items. If any member of the council desires to discuss the matter, that item will be removed from the consent agenda and will be considered separately. Any item approved as part of the consent agenda is not an agenda item for the purpose of public participation. The Council is pleased to hear relevant comments; however, a 3-minute limit is set in accordance with Resolution 17-65 (Governing Body Rules of Order). Large groups are asked to name a spokesperson. Robert's Rules of Order govern the conduct of the meeting. "THANK YOU" for participating in your City Government.

OPENING CEREMONIES

- Call to Order by Presiding Officer
- Roll Call & Determination of Quorum
- Pledge of Allegiance to the Flag and Invocation
- Agenda/Consent Items/Minutes from the regular City Council meeting on April 9, 2020, and the April 27, 2020, Special City Council meeting.

1. Approval of the agenda - Consider approval of the agenda for the May 14, 2020, regular City Council meeting. (Stubbs/Coll) p. 5

NON-ACTION ITEMS (Information Items)

2. MAYOR KINTIGH's ANNOUNCEMENTS / REPORTS
   For information only. p. 6

3. PRESENTATION - COVID-19 Response Update - Joe Neeb, City Manager p. 7

PUBLIC PARTICIPATION ON AGENDA ITEMS

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

PUBLIC HEARING(S)
4. Proposed Ordinance 20-04 - Hold a public hearing and vote on Proposed Ordinance 20-04 relating to Industrial Wastewater Regulation updates. (Roebuck/Patterson/Norton)

CONSENT ITEMS - AS PER RESOLUTION 19-38

Bids, RFP's and Agreements

5. Award contract for Carpenter Park Project - Consider award of Carpenter Park Splash Pad Project to Waide Construction Company in the amount of $314,906.74 and an additional 10% for contingency. Balance of $103,602.59 will be used for the planning, design, construct, purchase, furnish, equip and install improvements to Carpenter Park.

6. Award Professional Services for Veterans Cemetery Project - Consider award of professional design services for Huitz-Zollars, INC for Capital Appropriations Project 19-D2950. Monetary amount is $42,419.45 (NMGRT 7.875% included).

7. SE Main NMDOT Funding Sharing Request - Consider request from NMDOT for a 75%-25% split to perform Nova Chip paving on SE Main from Poe to McGaffey. Total cost is estimated at $520,147.74, NMDOT portion = $389,510.23 and requested City portion of $130,637.61.

8. RFP 20-007 - Consider approval of Scope of Services for the Airport Engineering Consultant RFP.

9. Consider approval of the Roswell Public Library Strategic Plan for 2020 to 2023. (Foster/Costly)

ROW Leases

10. Consider approval to authorize J & A Recycling, a New Mexico LLC, to lease an 800 sq. ft. portion of Building No. 100.

11. Consider approval to authorize Aersale Inc, a Florida corporation, to lease ± 1 acre of vacant land west of building 240.

Resolution(s)

12. Resolution 20-24 - Weeds - The Resolution shall mandate the cleanup of approximately one hundred eight (108) separate properties within the City.

13. Resolution 20-25 - Condemnations - The Resolution shall require the removal or demolition of six (6) dilapidated structures.


Minutes

15. Consider approval of the minutes from the April 9, 2020, regular City Council meeting, and the April 27, 2020, Special City Council meeting.
NEW BUSINESS / REGULAR ITEMS

Resolution(s)

16. Resolution 20-26 - Consider approval of Resolution 20-26 complying with the Open Meetings Act. (Stubbs/Patterson) p. 163

17. Resolution 20-27 – Consider approval of Resolution 20-27 the Creation of the Keep Roswell Beautiful Community Board (Stubbs/Patterson/ Pantoja) p. 167

18. Resolution 20-28 – Consider approval of Resolution 20-28 implementing a Business Revolving Loan Program. (Stubbs/Neeb) p. 170


Request(s)

20. Consider approval of Mayor Kintigh's recommendation to the Commission on Aging as follows:
   - Position 1 - Jesse N. Davis
   - Position 2 - Helen Wakefield p. 215

21. Consider approval of Mayor Kintigh's recommendations for the Occupancy Tax Board as follows:
   - Position 3 (At Large) - Bonnie Bitzer
   - Position 5 (Tourist Related) - Kerry Moore p. 216

22. Proposed Ordinance 20-05 - Consider approval to advertise for a public hearing and vote on Proposed Ordinance 20-05 Lodger’s Tax Update. (Stubbs/Patterson/Jennings) p. 217


PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

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

Closed Session

24. Hold a closed session
   - pursuant to NMSA 1978, § 10-15-1H (2), to discuss limited personnel matters relating to the impact of COVID-19
   - pursuant to NMSA 1978, § 10-15-1H (8) for the discussion of the purchase, acquisition or disposal of real property or water rights relating to property located at the Roswell Air Center. (Stubbs/Patterson) p. 221

CITY MANAGER REPORTS/ANNOUNCEMENTS
(Information Only)

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

Printed and posted: Friday, May 8, 2020
Regular City Council Meeting  
Meeting Date: 05/14/2020 
COMMITTEE: N/A  
CONTACT: Sharon Coll  
CHAIR: N/A 

ACTION REQUESTED:
Approval of the agenda - Consider approval of the agenda for the May 14, 2020, regular City Council meeting. (Stubbs/Coll)

BACKGROUND:
Initiated by: City Council

Approval of the agenda for the May 14, 2020, regular City Council meeting.

FINANCIAL CONSIDERATION
There are no financial costs.

LEGAL REVIEW:
The approval of the agenda takes the majority of the members of a quorum present.

BOARD AND COMMITTEE ACTION:
There is no board or committee review.

STAFF RECOMMENDATION:
Consider approval of the agenda for the May 14, 2020, regular City Council meeting.
Regular City Council Meeting
Meeting Date: 05/14/2020
COMMITTEE: 
CONTACT: Sharon Coll
CHAIR: N/A

ACTION REQUESTED:

MAYOR KINTIGH’s ANNOUNCEMENTS / REPORTS
For information only.

BACKGROUND:
Initiated by: Mayor Kintigh

FINANCIAL CONSIDERATION
There are no financial impacts.

LEGAL REVIEW:
There is no legal review.

BOARD AND COMMITTEE ACTION:
There is no committee review.

STAFF RECOMMENDATION:
For information only.
Regular City Council Meeting
Meeting Date: 05/14/2020
COMMITTEE: N/A
CONTACT: Joe Neeb
CHAIR: N/A

ACTION REQUESTED:
PRESENTATION: COVID-19 Response Update - Joe Neeb, City Manager

BACKGROUND:
Initiated by: Joe Neeb
COVID-19 Response Update. For information only.

FINANCIAL CONSIDERATION
COVID-19 Response Update. For information only.

LEGAL REVIEW:
COVID-19 Response Update. For information only.

BOARD AND COMMITTEE ACTION:
COVID-19 Response Update. For information only.

STAFF RECOMMENDATION:
COVID-19 Response Update. For information only.
Regular City Council Meeting
Meeting Date: 05/14/2020
COMMITTEE: Infrastructure
CONTACT: Louis Najar CHAIR: Jacob Roebuck

ACTION REQUESTED:
Proposed Ordinance 20-04 - Hold a public hearing and vote on Proposed Ordinance 20-04 relating to Industrial Wastewater Regulation updates. (Roebuck/Patterson/Norton)

BACKGROUND:
Initiated by: Parker Patterson/James Norton

The City maintains its own water and sewer system. Pursuant to statutory authority it regulates potential pollutants that may be introduced into the system. The City has not undertaken a major revision of the Ordinance regulating those pollutants in many years. The current updates incorporate changes recommended by the EPA in its model ordinance. The biggest changes include more specificity in the types of reporting required and more mechanisms for ensuring compliance.

FINANCIAL CONSIDERATION
There are no financial costs at this time.

LEGAL REVIEW:
Aaron Holloman, the previous City Attorney assisted in drafting changes to the ordinance.

BOARD AND COMMITTEE ACTION:
The Infrastructure Committee recommended (3-0) approval at their meeting on March 23, 2020 and at the April 9, 2020, regular City Council meeting the City Council voted 7-2 to advertise for a public hearing.

STAFF RECOMMENDATION:
Hold a public hearing and vote on Proposed Ordinance 20-04 relating to Industrial Wastewater Regulation updates.

Attachments
ATT 1 Proposed Ordinance 20-04 Clean Version
ATT 2 Proposed Ordinance 20-04 Redline version
AN ORDINANCE AMENDING THE ROSWELL CITY CODE CONCERNING INDUSTRIAL WASTEWATER REGULATION

Whereas, the City of Roswell maintains a municipal sewer system and has adopted regulations pertaining to the use of the sewer system for certain industrial users pursuant to the authority granted by NMSA 1978, § 3-27-3;

Whereas, the City of Roswell now desires to update those regulations to comport with recommendations made by the U.S. Environmental Protection Agency’s model ordinance; and

Whereas, the City believes that the changes will help to protect its water facilities from pollution, serve the public, and be in the best interest of the city as a whole.

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

SECTION 1. THE ROSWELL CITY CODE SECTION 26-57 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-57. - Definitions and abbreviations.

(a) Unless otherwise indicated by specific context, the meanings of the terms in this division are as follows:

Act or the Act means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended (33 United States Code § 1251 et seq.).

Approval authority means the regional administrator for the environmental protection agency or his authorized representative.

Authorized representative of industrial user means an authorized representative of an industrial user may be:

(1) A principal executive officer of at least the level of vice-president, if the industrial user is a corporation;

(2) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater permit requirements

(3) A general partner or proprietor if the industrial user is a partnership or proprietorship, respectively;
CLEAN VERSION

(4) A duly authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the indirect discharge originates.

Batch discharge means any indirect discharge at an inconsistent rate in a quantity or quality less than a slug discharge.

Best Management Practices or BMP means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Sections 26-64 and 26-65. BMP include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks sludge or waste disposal, or drainage from raw materials storage.

B.O.D., BOD, BOD5 (denoting biochemical oxygen demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter by standard methods procedure in five days at 20 degrees centigrade expressed in milligrams per liter (mg/l).

Building drain means the part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer beginning two feet outside the building wall.

Building sewer means the extension from the building drain to the public sewer or other place of disposal.

Categorical Pretreatment Standard or Categorical Standard. Any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307 and of the Act (33 U.S.C. section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

C.O.D., COD (denoting chemical oxygen demand) is a measure of the oxygen-consuming capacity of organic and inorganic matter present in wastewater expressed as the amount of oxygen consumed from a chemical oxidant as under standard laboratory procedure in milligrams per liter (mg/l).

Composite sample means combination of individual samples of water or wastewater taken at selected intervals (generally hourly or some similar specified period), to minimize the effect of the variability of the individual sample. Individual samples may have equal volume or may be roughly proportional to the flow at time of sampling.

Control authority means the approval authority and/or the director in an approved city pretreatment program under the provisions of 40 CFR., 403.11.

Cooling water means the water discharged from any use such as air conditioning, cooling or refrigeration or to which the only pollutant is heat.

Direct discharge means the discharge of treated or untreated wastewater directly to the ground or surface waters of the state.

Director means the city manager or his authorized representative.
Environmental Protection Agency or EPA means the U.S. Environmental Protection Agency, or where appropriate, the term may also be used as a designation for the administrator or other duly authorized official of said agency.

Garbage means solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storing and sale of produce.

Grab sample means a sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.

Hazardous waste means substances, materials, waters or wastes which are hazardous as defined by 40 CFR Part 261 and/or any other applicable state or federal regulation.

Holding tank waste means any wastes from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks and vacuum-pump tank trucks.

Indirect discharge. The discharge or the introduction of nondomestic pollutants from any source regulated under Section 307 or of the Act (33 United States Code § 1277), into the POTW (including holding tank waste discharged into the public sewer).

Industrial liquid wastes means all waterborne solids, liquids or gaseous wastes resulting from any industrial, manufacturing or food processing operation or process, or from the development of any natural resource, or any mixture of these with water or domestic wastewater as distinct from normal domestic wastewater. Industrial manufacturing processes shall include, but are not limited to: ordinance; and accessories; food and allied products; tobacco manufacturers; textile mill products; apparel and other finished products, furniture and fixtures; printing; publishing and allied industries; chemicals and allied products; petroleum refining and related industries; rubber and miscellaneous plastics products; leather and leather products; stone, clay, glass, and concrete products; primary metal industries; fabricated metal products, machinery and transportation equipment; electrical machinery, equipment and supplies; transportation equipment professional, scientific and controlling instruments; photographic and optical goods; watches and clocks; miscellaneous manufacturing industries.

Industrial user means any user who discharges industrial liquid wastes into the city's POTW.

Interference means the inhibition or disruption of the POTW treatment processes or operations which contributes to a violation of any requirement of the city’s NPDES permit. The term includes prevention of wastewater sludge use or disposal by the POTW in accordance with Section 405 of the Act (33 U.S.C. 1354), or any criteria, guidelines or regulations developed (present or future) pursuant to the Solid Waste Disposal Act (SWDA), the Clean Air Act, the Toxic Substances Control Act, or more stringent state criteria (including those contained in any state sludge management plan prepared pursuant to Title IV of SWDA) applicable to the method of disposal or use employed by the POTW.

Limits means local limits and pretreatment standards.

Local limits means the limits on the discharge or regulation of pollutants to the POTW as developed by the director.
CLEAN VERSION

Monitoring facility means any facility required to be installed to meet the requirements of
the pretreatment program. This includes cleanouts, sample ports, mini manholes, manholes,
samplers, meters and other facilities or appurtenances to facilitate observation, sampling and
measurement of wastes as required by the director.

Municipal sewer system means all sanitary sewers, pumping stations, sewage treatment
plants, main sewers, interceptor sewers, outfall sewers, and works for the collection,
transportation, pumping and treatment of wastewater, sewage and/or industrial liquid wastes
thereto, necessary in the maintenance and operation of the same.

National Categorical Pretreatment Standard or pretreatment standard means any (present or
future) regulation containing pollutant discharge limits promulgated by the EPA in
accordance with Section 307 and of the Act (33 U.S.C. 1317) which applies to a specific
category of industrial users.

National Prohibitive Discharge Standard or prohibitive discharge standard means any
(present or future) regulation developed under the authority of 307 of the Act and 40 CFR,
Section 403.5.

National Pollution Discharge Elimination System or NPDES permit means a discharge
permit issued by the approval authority pursuant to Section 402 of the Act (33 U.S.C. 1342).

Natural outlet means any outlet into a watercourse, pond, ditch, lake or other body of surface
or groundwater.

New source means:

(1) Any building, structure, facility, or installation from which there is (or may be) a
discharge of pollutants, the construction of which commenced after the publication of
proposed Pretreatment Standards under section 307 of the Act that will be applicable to
such source if such Standards are thereafter promulgated in accordance with that section,
provided that:

a. The building, structure, facility, or installation is constructed at a site at which no
other source is located; or

b. The building, structure, facility, or installation totally replaces the process or
production equipment that causes the discharge of pollutants at an Existing Source; or

c. The production or wastewater generating processes of the building, structure, facility,
or installation are substantially independent of an Existing Source at the same site. In
determining whether these are substantially independent, factors such as the extent to
which the new facility is integrated with the existing plant, and the extent to which
the new facility is engaged in the same general type of activity as the Existing Source,
should be considered.

(2) Construction on a site at which an Existing Source is located results in a modification
rather than a New Source if the construction does not create a new building, structure,
CLEAN VERSION

facility, or installation meeting the criteria of Section (1) or above but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a New Source as defined under this paragraph has commenced if the owner or operator has:

a. Begun, or caused to begin, as part of a continuous onsite construction program

   (i) any placement, assembly, or installation of facilities or equipment; or

   (ii) significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

Normal domestic wastewater means waterborne wastes normally discharging from the sanitary conveniences of buildings (including apartment houses and hotels), office buildings, factories and institutions, free from storm surface water and industrial wastes. Normal domestic wastewater for the city shall be wastewater with an average concentration of five-day BOD is established at 200 milligrams per liter (mg/l); the average concentration of suspended solids is established at 200 milligrams per liter (mg/l).

pH means the negative logarithm of the concentration of hydrogen ions in grams per liter of a solution.

Pass through means a discharge which exits the POTW into waters of the United States in quantities of concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation).

Pollutant means any dredged spoil, solid waste, incinerator residue, wastewater, garbage, wastewater sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, city and agricultural waste discharged into water.

Pollution means the man-made or man-induced alteration of the chemical, physical, biological, thermal, and radiological integrity of water.

Pretreatment or treatment means the reduction of the amount of pollutants, the removal of
pollutants or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the POTW. The reduction or alteration can be obtained by physical, chemical or biological processes or process changes by other means, except as prohibited by 40 CFR § 403.6.

Pretreatment requirement means any substantive or procedural requirement related to pretreatment, other than a national pretreatment standard, imposed on an industrial user.

Pretreatment standard means any (present or future) regulation containing pollutant discharge limits promulgated by the EPA in accordance with Sections 307 and of the Act, which applies to industrial users.

Publicly owned treatment works (POTW) means a treatment works as defined by Section 212 of the Act, which is owned by the city. This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of city wastewater of a liquid nature. It also includes sewers, pipes and other conveyances only if they convey wastewater to a wastewater treatment plant. For the purposes of this division, "POTW" shall also include any sewers that convey wastewaters to the POTW from persons outside the city who are users of the city’s POTW.

POTW treatment plant means that portion of the POTW designed to provide treatment to wastewater.

Public sewer means a sewer in which all owners of abutting properties shall have equal rights, and is controlled by public authority.

Sanitary sewer means the public sewer portion of a POTW which transports wastewater and to which storm, surface and groundwater are not intentionally admitted.

Sewage means a combination of water-carried wastes from users together with such ground, surface and storm waters as may be present.

Significant industrial user means any user meeting the criteria as described in 40 CFR 403.3.

Significantly violating user means any user meeting the criteria as described in 40 CFR 403.8(2)(vii).

Slug discharge means any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW’s regulations, Local Limits or Permit conditions.

Standard industrial classification (SIC) means a classification pursuant to the Standard Industrial Classification Manual issued by the executive office of the president, office of management and budget, most recent issue.

Standard methods shall mean the laboratory procedures set forth in the latest edition, at the time of analysis, of Standard Methods for the Examination of Water and Wastewater, as prepared, approved and published jointly by the American Public Health Association and
American Water Works Association and the Water Pollution Control Federation.

Stormwater means any flow occurring during or following any form of natural precipitation and resulting therefrom.

Storm sewer means a sewer which carries storm and surface waters and drainage, but excludes wastewater, sewage, and industrial liquid wastes other than unpolluted cooling water.

Suspended solids (SS) means solids that either float on the surface of, or are suspended in water, wastewater or other liquids and which are removable by laboratory filtering.

Total toxic organics means the summation of all quantifiable values greater than 0.01 mg/l for the organic compounds listed in 40 CFR 433.11.

Toxic pollutant means any pollutant or combination of pollutants listed as toxic in (present or future) regulations promulgated by the administrator of the EPA under the provision of Section 307(1) of the Act.

Trap means a device for retaining sand, silt, grit mineral material, petroleum solvent, grease or oil by gravity-differential separation from wastewater and of a design and capacity approved by the city.

Unpolluted process water means any water or waste containing none of the following: Free or emulsified grease or oil; acid or alkali, phenols, or other substances imparting taste and odor to receiving water; toxic substances in suspension, colloidal state or solution and noxious or odorous gases.

User or Industrial User means any person who contributes, causes or permits the contribution of wastewater into the city's POTW.

Waste hauler means any person who collects holding tank waste.

Wastewater shall mean the liquid and water-carried wastes from residences, business buildings, institutions and industrial establishments either treated, pretreated or untreated, together with such ground, surface and storm waters which are contributed into or permitted to enter the POTW.

Wastewater discharge permit or permit means the permit issued by the director which stipulates the conditions under which the user may discharge to the POTW.

Wastewater treatment works means an arrangement of devices and structures for treating wastewater, industrial wastes and sludge. The term is sometimes synonymous with waste treatment plant or wastewater treatment plant.

Waters of the state means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through or border upon the state or any portion thereof.
Other terms. Unless the context of usage indicates otherwise, the meaning of terms in this division not defined in this section shall be defined in the Glossary: Water and Wastewater Control Engineering, prepared by the Joint Editorial Board of the American Public Health Association, American Society of Civil Engineers, American Water Works Association and Water Pollution Control Federation, copyright 1969.

(b) Abbreviations used in this division shall have these designated meanings:

(1) BMP. Best Management Practice

(2) BOD. Biochemical oxygen demand (five-day, unless otherwise noted as "ultimate BOD").

(3) CFR. Code of Federal Regulations.

(4) COD. Chemical oxygen demand.

(5) EPA. Environmental Protection Agency.

(6) L. Liter.

(7) mg. Milligrams.

(8) mg/l. Milligrams per liter.

(9) NMEID. New Mexico Environment Department.

(10) NPDES. National Pollutant Discharge Elimination System.

(11) POTW. Publicly owned treatment works.

(12) RCRA – Resource Conservation and Recovery Act

(13) USC. United States Code.

(14) SIC. Standard industrial classification.

SECTION 2. THE ROSWELL CITY CODE SECTION 26-58 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-58. – Purpose and Policy.

This ordinance sets forth uniform requirements for Users of the Public Owned Treatment works for the City of Roswell and enables the City to comply with all applicable State and Federal Laws, including the Clean Water Act (333 USC section 1251 et seq.) and the General Pretreatment Regulations (Title 40 of the Code of Federal Regulations Part 403).

The purpose of this division is:

(1) To prevent the introduction of pollutants into the municipal wastewater system which could interfere with the normal operation of the system, and/or contaminate the resulting sludge;
CLEAN VERSION

(2) To prevent the introduction of pollutants into the municipal wastewater system which could pass through the system, inadequately treated, into receiving waters or otherwise be incompatible with the treatment plant; and

(3) To improve the opportunity to recycle and reclaim wastewaters and sludges from the system.

(4) To enable the City of Roswell to comply with its National Pollutant Discharge Elimination System permit conditions, sludge use and disposal requirements, and any other Federal or State laws to which the Publicly Owned Treatment works is subject.

SECTION 3.  THE ROSWELL CITY CODE SECTION 26-61 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-61. - Effect of additional state or federal requirements.

(a) Users must comply with the categorical Pretreatment Standards found at 40 CFR Chapter I, Subchapter N, Parts 405–471.

(b) Upon the promulgation of the federal categorical pretreatment standards for a particular industrial subcategory, the federal standard, if more stringent than limitations imposed under this division for sources in that subcategory, shall immediately supersede the limitations imposed under this division. The director shall notify all affected users of the applicable reporting requirements under 40 CFR, Section 403.12.

(c) State requirements and limitations on discharges shall apply in any case where they are more stringent than federal requirements and limitations or those in this division.

SECTION 4.  THE ROSWELL CITY CODE SECTION 26-62 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-62. - Local limits.

(a) Specific discharge limitations .

(1) Specific discharge limitations. No significant industrial user (SIU) shall discharge or cause to be discharged wastewater that exceeds the following limits:

<table>
<thead>
<tr>
<th>Pollutant</th>
<th>Daily Maximum Discharge Limit</th>
<th>Units of Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arsenic</td>
<td>0.22</td>
<td>mg/L</td>
</tr>
<tr>
<td>Cadmium</td>
<td>0.058</td>
<td>mg/L</td>
</tr>
<tr>
<td>Chromium</td>
<td>4.26</td>
<td>mg/L</td>
</tr>
<tr>
<td>Copper</td>
<td>2.65</td>
<td>mg/L</td>
</tr>
<tr>
<td>Lead</td>
<td>1.74</td>
<td>mg/L</td>
</tr>
</tbody>
</table>
### CLEAN VERSION

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<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Mercury</strong></td>
<td>0.104</td>
<td>mg/L</td>
</tr>
<tr>
<td><strong>Molybdenum</strong></td>
<td>1.96</td>
<td>mg/L</td>
</tr>
<tr>
<td><strong>Nickel</strong></td>
<td>4.83</td>
<td>mg/L</td>
</tr>
<tr>
<td><strong>Selenium</strong></td>
<td>0.122</td>
<td>mg/L</td>
</tr>
<tr>
<td><strong>Silver</strong></td>
<td>2.01</td>
<td>mg/L</td>
</tr>
<tr>
<td><strong>Zinc</strong></td>
<td>4.30</td>
<td>mg/L</td>
</tr>
<tr>
<td><strong>5-Day Biochemical Oxygen Demand (BOD5)</strong></td>
<td>4,833</td>
<td>lbs./day (b)</td>
</tr>
<tr>
<td><strong>Total Suspended Solids (TSS)</strong></td>
<td>10,070</td>
<td>lbs./day (b)</td>
</tr>
<tr>
<td><strong>Total Nitrogen (TKN+NO₂+NO₃)</strong></td>
<td>165.7</td>
<td>lbs/day (b)</td>
</tr>
<tr>
<td><strong>pH</strong></td>
<td>6.0 to 11.0</td>
<td>Standard Units</td>
</tr>
</tbody>
</table>

(a) All pollutants as total.

(b) This limit is the total mass in pounds per day (lbs./day) that are available to allocate to all significant industrial users. Allocations are at the sole discretion of the city.

(2) The city may, at its sole discretion, implement local limits through allocation of the maximum allowable industrial load (MAIL) to significant industrial users that correspond to the uniform concentration local limits shown in the table above. The MAILs that correspond to the daily maximum discharge limits in the local limits report dated May 21, 2017 are hereby incorporated by reference.

(3) The director may establish more stringent pollutant limits, additional site-specific pollutant limits, best management practices, or additional pretreatment requirements when, in the judgment of the city, such limitations are necessary to implement the provisions of chapter 26, article III, Sewers and Sewerage Disposal.

(4) A significant industrial user or other designated industrial user who introduces wastewater into the POTW may be required to submit a salinity control plan if monitoring of the industrial user's discharge shows it exceeds 1,200 mg/L total dissolved solids (TDS). This plan shall contain a description of the chemicals and materials used that contribute to the TDS concentration and the source control measures that could be implemented to reduce the TDS concentration in the discharge to less than 1,200 mg/L.
CLEAN VERSION

or to a level specified by the city that prevents discharges that cause or contribute to pass through or interference.

(5) The following limits shall apply to wastewaters that are discharged from the groundwater cleanup of petroleum or gasoline underground storage tanks or other remediation wastewaters containing these pollutants or where these pollutants are appropriate surrogates. It shall be unlawful for any industrial user to discharge or cause to be discharged any waste or wastewater that exceeds the following limits, as applicable.

<table>
<thead>
<tr>
<th>Pollutant (a)(c)</th>
<th>Daily Maximum Limit (mg/L)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benzene</td>
<td>0.050</td>
</tr>
<tr>
<td>BTEX (b)</td>
<td>0.750</td>
</tr>
</tbody>
</table>

(a) All pollutants shown in the table are total.

(b) BTEX shall be measured as the sum of Benzene, Ethylbenzene, Toluene and Xylenes.

(c) These limits are based upon installation of air stripping technology as described in the EPA document: "Model NPDES Permit for Discharges Resulting from the Cleanup of Gasoline Released from Underground Storage Tanks. June 1989."

SECTION 5. THE ROSWELL CITY CODE SECTION 26-65 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-65. - Specifically prohibited discharges.

No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the director, that such wastes can harm the POTW or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming an opinion as to the acceptability of these wastes, the director will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature and capacity of the POTW, degree of treatability of wastes in the wastewater treatment works and other pertinent factors. The substances which must be considered include, but are not limited to, the following:

(1) Pollutants which create a fire or explosion hazard in the POTW, including, but not limited to, waste streams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Celsius using the test methods specified in 40 CFR 261.21.

(2) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with the POTW, constitute a hazard to humans or animals; create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment works. A toxic pollutant shall include, but not be limited to, any pollutant identified pursuant to Section 307(a) of the
CLEAN VERSION

Act.

(3) Any herbicides and pesticides.

(4) Any waters or wastes having a pH lower than 6.0, or higher than 11.0, or having other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel of the POTW.

(5) Solids, natural or manmade fibers, insoluble or emulsified oils, fats, greases, slurries or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the POTW such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, paunch manure, hair and fleshings, paper, bones, spent lime, stone and marble dust, grass clippings, spent grain and hops, asphalt residues and residues from refining or processing of fuel and lubricating oils.

(6) Any substance which may cause the POTW's effluent or any other product of the POTW such as residues, sludges or scums to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the POTW cause the POTW to be in noncompliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act; any criteria, guidelines or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act or state criteria applicable to the sludge management method being used.

(7) Any substance which will cause the POTW to violate its NPDES permit or the receiving water quality standards.

(8) Any pollutants, including oxygen demanding pollutants (BOD, etc.) released at a flow rate and/or pollutant concentration which a user knows or has reason to know will cause interference to the POTW. Discharges of BOD concentrations over 200 mg/l shall be subject to section 26-80, cost recovery system. In no case shall a slug load be discharged.

(9) Any wastewater having a temperature which will inhibit biological activity in the wastewater treatment works resulting in interference, but in no case wastewater with a temperature at the introduction into the wastewater treatment plant which exceeds 40 degrees Celsius (104 degrees Fahrenheit).

(10) Any waters or wastes containing motor or transmission oils, whether emulsified or not, or containing substances which may solidify or become viscous at temperatures between 32 degrees and 150 degrees Fahrenheit (zero to 65 degrees Celsius), in concentrations which the user knows or has reason to know will cause interference with the POTW. Discharges of oil and grease concentrations over 100 mg/L shall be subject to section 26-80, cost recovery system.

(11) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;

(12) Any waters or wastes containing reducing substances of an organic or inorganic
CLEAN VERSION

nature, toxic or nontoxic, which exert an immediate chlorine demand, shall not be
discharged into the POTW or if discharge of such agents will prevent the achievement
of an adequate chlorine residual in the effluent of the wastewater treatment works.

(13) Any waters or wastes containing phenols or other taste or odor-producing substances,
in concentration exceeding limits established by the director, after treatment of the
composite sewage, to meet the requirements of the state, federal, or other public agencies
of jurisdiction for such discharge to the receiving waters.

(14) Any radioactive wastes or isotopes of such half-life or concentrations as may exceed
limits established by the director in compliance with applicable state and federal
regulations.

(15) Materials which exert or cause:

a. Unusual concentrations of inert suspended solids (such as, but not limited to, fuller's
   earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited
to, sodium chloride and sodium sulfate).

b. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning
   solutions).

(16) Any noxious or malodorous liquids, gases or solids which either singly or by
interaction with other wastes are sufficient to create a public nuisance or hazard to life
or are sufficient to prevent entry into the sewers for maintenance and repair.

(17) Any waters or wastes containing cadmium, chromium, copper, cyanide, lead,
mercury, nickel, silver, zinc and/or other objectionable or toxic substances in
concentrations or mass proportions which exceed the established limits.

(18) Trucked or hauled pollutants, except at discharge points designated by the director in
accordance with Section 26-67.1 of this ordinance;

(19) Any chlorinated solvents.

SECTION 6. THE ROSWELL CITY CODE SECTION 26-67 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-67. - Dilution of discharge.

No industrial user shall increase the use of process water or in any way attempt to dilute a
discharge as a partial or complete substitute for adequate treatment to achieve compliance with
the limitations contained in the federal categorical pretreatment standards, or any other pollutant-
specific limitations developed by the city or state unless expressly authorized by an applicable
Pretreatment Standard or Requirement. The director may impose mass limitations on Users who
are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases
when the imposition of mass limitations is appropriate.

SECTION 7. THE ROSWELL CITY CODE SECTION 26-67.1 SHALL BE ADDED TO READ AS FOLLOWS:
Sec. 26-67.1 – Hauled Wastewater.

(a) Septic tank waste may be introduced into the POTW only at locations designated by the director, and at such times as are established by the director. Such waste shall not violate the provisions of this ordinance or any other requirements established by the City. The director may require septic tank waste haulers to obtain individual wastewater discharge permits.

(b) The director may require haulers of industrial waste to obtain individual wastewater discharge permits. The director may require generators of hauled industrial waste to obtain individual wastewater discharge permits. The director also may prohibit the disposal of hauled industrial waste. The discharge of hauled industrial waste is subject to all other requirements of this ordinance.

(c) Industrial waste haulers may discharge loads only at locations designated by the director. No load may be discharged without prior consent of the director. the director may collect samples of each hauled load to ensure compliance with applicable Standards. The director may require the industrial waste hauler to provide a waste analysis of any load prior to discharge.

(d) Industrial waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler, permit number, track identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.

SECTION 8.  THE ROSWELL CITY CODE SECTION 26-68 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-68. - Accidental discharges.

(a) Each industrial user, subject to the requirements of this division, may be required to provide protection from accidental discharge of prohibited materials or other substances regulated by this division through a plan or other measures as determined necessary by the director. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the user's own cost and expense. Detailed plans, showing facilities and operating procedures to provide this protection, or other actions as required by the director shall be submitted to the director for review and shall be approved by the director before construction of the facility. No user who commences contribution to the POTW after the effective date of Ordinance No. 1103 shall be permitted to introduce pollutants into the POTW until accidental discharge procedures have been approved by the director.

(b) An accidental discharge/slug discharge control plan shall address, at a minimum, the following:

(1) Description of discharge practices, including nonroutine batch discharges;

(2) Description of stored chemicals;

(3) Procedures for immediately notifying the director of any accidental or Slug Discharge, as required by Section 26-68 of this ordinance; and
(4) Procedures to prevent adverse impact from any accidental or Slug Discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

(c) Review and approval of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify the facility as necessary to meet the requirements of this division. In the case of an accidental discharge, it is the responsibility of the user to immediately notify the director of the incident. The notification shall include location of discharge, type of waste, concentration and volume and corrective actions.

(d) Significant Industrial Users are required to notify the director immediately of any changes at its facility affecting the potential for a Slug Discharge.

(e) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, a Slug Discharge or Slug Load, that might cause potential problems for the POTW, the User shall immediately telephone and notify the director of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User.

(f) Within five days following an accidental discharge, the user shall submit to the director a detailed written report describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage or other liability which may be incurred as a result of damage to the POTW, fish kills or other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties or other liability which may be imposed by this division or other applicable law.

(g) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a dangerous discharge. Employers shall ensure that all employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.

SECTION 9. THE ROSWELL CITY CODE SECTION 26-70 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-70. - Wastewater discharge permit.

(a) It shall be unlawful to discharge without a city permit to any area under the jurisdiction of the city and/or to the POTW any wastewater except as authorized by the director in accordance with the provisions of this division. The following users shall be required to obtain a permit in accordance with this division:

(1) Users subject to National Categorical Pretreatment Standards;

(2) Significant industrial users;

(3) Any other user as determined by the director.
CLEAN VERSION

(b) Users required to obtain a wastewater discharge permit shall complete and file with the city, an application in the form prescribed by the city, and accompanied by a fee of $50.00. In support of the application, the user shall submit, in units and terms appropriate for evaluation, the following information:

1. The name and address of the facility, including the name of the operator and owner (if different from the address);

2. SIC number according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended;

3. A list of any environmental control permits held by or for the facility;

4. Wastewater constituents and characteristics. Sampling and analysis shall be performed in accordance with 40 CFR 403.12(b)(5)(vi);

5. Time and duration of contribution;

6. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in Section 2.2C (40 CFR 403.6(e)).

7. Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections and appurtenances by the size, location and elevation;

8. A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of the operation(s) carried out by such User. This description should include a schematic process diagram, which indicates points of discharge to the POTW from the regulated processes.

9. The nature and concentration of any pollutants in the discharge which are limited by any city, state or federal pretreatment standards and a statement regarding whether or not the pretreatment standards are being met on a consistent basis and if not, whether additional operation and maintenance and/or additional pretreatment is required for the user to meet applicable pretreatment standards. As to each pollutant:

   a. The categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for Existing Sources.

   b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by the Director, of regulated pollutants in the discharge from each regulated process.

   c. Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required, shall be reported.

   d. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 26-73(h) of this ordinance. Where the
CLEAN VERSION

Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Director or the applicable Standards to determine compliance with the Standard.

(10) Sampling must be performed in accordance with procedures set out in Section 6.11 of this ordinance.

(11) If additional pretreatment or other measures will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. The following conditions shall apply to this schedule:

a. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (e.g., selecting a consulting engineer, completing preliminary plans, completing final plans, review and approval of construction plans by director, executing contract for major components, commencing construction, completing construction, plant start-up, etc.).

b. No increment referred to in subsection (c)(9)a. shall exceed nine months.

c. Not later than 14 days following each date in the schedule and the final date for compliance, the authorized representative of the user shall submit a progress report to the director including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay and the steps being taken by the user to return the construction to the schedule established. In no event shall more than nine months elapse between such progress reports to the director.

(12) Each product produced by type, amount, process or processes and rate of production;

(13) Type and amount of raw materials processed (average and maximum per day);

(14) Number and type of employees and hours of operation of plant and proposed or actual hours of operation of pretreatment system;

(15) Any other information as may be deemed by the director to be necessary to evaluate the permit application.

The director will evaluate the data furnished by the user and may require additional information. After evaluation and acceptance of the data furnished, the director may issue a wastewater discharge permit subject to terms and conditions provided herein, if it is determined by the director that the characteristics of the discharge are not in compliance with the provisions of this division, the application may be denied and the applicant advised by the director of steps which must be taken to ensure compliance with the provisions of this division.

(c) Wastewater discharge permits shall be expressly subject to all provisions of this division and all other applicable regulations, and charges and fees established by the city.
CLEAN VERSION

(1) Permits must contain the following:

a. A statement that indicates the wastewater discharge permit issuance date, expiration date and effective date;

b. A statement that the wastewater discharge permit is nontransferable without prior notification to the City, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;

c. Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards;

d. Self monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or best management practice) to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law.

e. Requirements to control Slug Discharge, if determined by the director to be necessary.

(2) Permits may contain the following may contain, but need not be limited to, the following conditions:

a. Limits on the average and maximum wastewater constituents and characteristics. Pretreatment Standards specify one limit for calculating maximum daily discharge limitations and a second limit for calculating maximum Monthly Average, or 4 day average, limitations. Where such Standards are being applied, the same production or flow figure shall be used in calculating both average and maximum equivalent limitation.;

b. Limits on average and maximum rate and time of discharge or requirements for flow regulations and equalization;

c. Requirements for installation and maintenance of inspection and sampling facilities; Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

d. Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or nonroutine discharges;

e. Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule;

f. Compliance schedules;

g. Requirements for submission of technical reports or discharge reports;

h. Requirements for maintaining and retaining plant records of the user relating to wastewater discharge as specified by the director, and affording director access
CLEAN VERSION

thereto;

i. Requirements for notification of the director of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the POTW;

j. Requirements for notification of slug and/or batch discharges;

k. Requirements for notification of potential discharge problems;

l. Statement regarding the applicable civil and criminal penalties for violations and noncompliance with the permit;

m. Statement that the city will monitor and inspect the permitted premises at a minimum frequency of once per year.

n. Other conditions as deemed appropriate by the city to ensure compliance with this division.

(d) Permits shall be issued for a specific time period, not to exceed five years. The user shall apply for permit reissuance a minimum of 90 days prior to the expiration of the user’s existing permit. The terms and conditions of the permit may be subject to modification by the city during the term of the permit as limitations or requirements are modified or other just causes exist. The user shall be informed of any proposed changes 30 days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

(e) Wastewater discharge permits are issued to a specific user for a specific operation. A wastewater discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation without the prior approval of the director.

(f) Any user who violates the following conditions of this division or applicable state and federal regulations, is subject to having his permit revoked:

(1) Failure of a user to factually report the wastewater constituents and characteristics of his discharge;

(2) Failure of the user to report significant changes in operations, or wastewater constituents and characteristics;

(3) Refusal of reasonable access to the user’s premises for the purpose of inspection or monitoring.

(g) Any violation of the terms and conditions of an individual wastewater discharge permit shall be deemed a violation of this ordinance and subjects the wastewater discharge permittee to the sanctions set out in Sections 26-79 and 26-83 of this ordinance. Obtaining an individual wastewater discharge permit does not relieve a permittee of its obligation to comply with all Federal and State Pretreatment Standards or Requirements or with any other requirements of Federal, State, and local law.
SECTION 10. THE ROSWELL CITY CODE SECTION 26-73 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-73. - Reporting requirements.

(a) Baseline Reporting Requirements

(1) Within either one hundred eighty (180) days after the effective date of a categorical Pretreatment Standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing Categorical Industrial Users currently discharging to or scheduled to discharge to the POTW shall submit to the director a report which contains the information listed in paragraph 2, below. At least ninety (90) days prior to commencement of their discharge, New Sources, and sources that become Categorical Industrial Users subsequent to the promulgation of an applicable categorical Standard, shall submit to the director a report which contains the information listed in paragraph 2, below. A New Source shall report the method of pretreatment it intends to use to meet applicable categorical Standards. A New Source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

(2) Users described above shall submit the information set forth below.

a. All information required in Section 26-70(b)(1), Section 26-70(b)(3), Section 26-70(b)(8), and Section 26-70(b)(6).


(i) The User shall provide the information required in Section 26-70(b)(9).

(ii) The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.

(iii) Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined waste stream formula in 40 CFR 403.6(e) to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to the Control Authority;

(iv) Sampling and analysis shall be performed in accordance with Section 26-73(h);

(v) The director may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;

(vi) The baseline report shall indicate the time, date and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant Discharges to the
c. Compliance Certification. A statement, reviewed by the User’s Authorized Representative as defined in Section 1.4 C and certified by a qualified professional, indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the Pretreatment Standards and Requirements.

d. Compliance Schedule. If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the User will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. A compliance schedule pursuant to this Section must meet the requirements set out in Section 26-73(b) of this ordinance.

e. Signature and Report Certification. All baseline monitoring reports must be certified in accordance with Section 26-73(k) A of this ordinance and signed by an Authorized Representative as defined in Section 1.4C.

(b) Compliance Schedule Progress Reports

The following conditions shall apply to the compliance schedule required by Section 26-73(a)(2)(d) of this ordinance:

1. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);

2. No increment referred to above shall exceed nine (9) months;

3. The User shall submit a progress report to the director no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established schedule; and

4. In no event shall more than nine (9) months elapse between such progress reports to the director.

(c) Reports on Compliance with Categorical Pretreatment Standard Deadline

Within ninety (90) days following the date for final compliance with applicable categorical Pretreatment Standards, or in the case of a New Source following commencement of the introduction of wastewater into the POTW, any User subject to such Pretreatment Standards and Requirements shall submit to the director a report containing the information described in Section 26-70(b)(6) and (9) and 26-73(a)(1) of this ordinance. For Users subject to
equivalent mass or concentration limits established in accordance with the procedures in Section 26-61, this report shall contain a reasonable measure of the User’s long-term production rate. For all other Users subject to categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User’s actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 26-73(k) A of this ordinance. All sampling will be done in conformance with Section 26-73(i).

(d) Periodic Compliance Reports

(1) Except as specified in Section 26-73(d)(3), all Users must, at a frequency determined by the director submit no less than twice per year (June and December or on dates specified) reports indicating the nature, concentration of pollutants in the discharge which are limited by Pretreatment Standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the User must submit documentation required by the director or the Pretreatment Standard necessary to determine the compliance status of the User.

(2) The City may reduce the requirement for periodic compliance reports to a requirement to report no less frequently than once a year, unless required more frequently in the Pretreatment Standard or by the EPA/State, where the Industrial User’s total categorical wastewater flow does not exceed any of the following:

a. 0.01 percent of the POTW’s design dry-weather hydraulic capacity of the POTW, or five thousand (5,000) gallons per day, whichever is smaller, as measured by a continuous effluent flow monitoring device unless the Industrial User discharges in batches

b. 0.01 percent of the design dry-weather organic treatment capacity of the POTW; and

c. 0.01 percent of the maximum allowable headworks loading for any pollutant regulated by the applicable categorical Pretreatment Standard for which approved Local Limits were developed in accordance with Section 26-63 of this ordinance.

Reduced reporting is not available to Industrial Users that have in the last two (2) years been in Significant Noncompliance, as defined in Section 9 of this ordinance. In addition, reduced reporting is not available to an Industrial User with daily flow rates, production levels, or pollutant levels that vary so significantly that, in the opinion of the Superintendent, decreasing the reporting requirement for this Industrial User would result in data that are not representative of conditions occurring during the reporting period.

(3) All periodic compliance reports must be signed and certified in accordance with Section 26-73(k) A of this ordinance.

(4) All wastewater samples must be representative of the User’s discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and
CLEAN VERSION

maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.

(5) If a User subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the director, using the procedures prescribed in Section 26-73(i) of this ordinance, the results of this monitoring shall be included in the report.

(e) Reports of Changed Conditions

Each User must notify the director of any significant changes to the User’s operations or system which might alter the nature, quality, or volume of its wastewater at least 14 days before the change.

(1) The director may require the User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 26-70 of this ordinance.

(2) The director may issue an individual wastewater discharge permit or modify an existing wastewater discharge permit of this ordinance in response to changed conditions or anticipated changed conditions.

(f) Notice of Violation/Repeat Sampling and Reporting

If sampling performed by a User indicates a violation, the User must notify the director within twenty-four (24) hours of becoming aware of the violation. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the director within thirty (30) days after becoming aware of the violation. Resampling by the Industrial User is not required if the City performs sampling at the User’s facility at least once a month, or if the City performs sampling at the User between the time when the initial sampling was conducted and the time when the User or the City receives the results of this sampling, or if the City has performed the sampling and analysis in lieu of the Industrial User.

(g) Notification of the Discharge of Hazardous Waste

(1) Any User who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the User discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the User: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months. All notifications must take place no
CLEAN VERSION

later than one hundred and eighty (180) days after the discharge commences. Any
notification under this paragraph need be submitted only once for each hazardous waste
discharged. However, notifications of changed conditions must be submitted under
Section 26-73(e) of this ordinance. The notification requirement in this Section does not
apply to pollutants already reported by Users subject to categorical Pretreatment
Standards under the self-monitoring requirements of Sections 26-73(a), (c), and (d) of
this ordinance.

(2) Dischargers are exempt from the requirements of paragraph 1, above, during a calendar
month in which they discharge no more than fifteen (15) kilograms of hazardous wastes,
unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and
261.33(e). Discharge of more than fifteen (15) kilograms of nonacute hazardous wastes
in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR
261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during
which the User discharges more than such quantities of any hazardous waste do not
require additional notification.

(3) In the case of any new regulations under section 3001 of RCRA identifying additional
characteristics of hazardous waste or listing any additional substance as a hazardous
waste, the User must notify the director, the EPA Regional Waste Management Waste
Division Director, and State hazardous waste authorities of the discharge of such
substance within ninety (90) days of the effective date of such regulations.

(4) In the case of any notification made under this Section, the User shall certify that it has
a program in place to reduce the volume and toxicity of hazardous wastes generated to
the degree it has determined to be economically practical.

(5) This provision does not create a right to discharge any substance not otherwise permitted
to be discharged by this ordinance, a permit issued thereunder, or any applicable Federal
or State law.

(h) Analytical Requirements

All pollutant analyses, including sampling techniques, to be submitted as part of a
wastewater discharge permit application or report shall be performed in accordance with the
techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise
specified in an applicable categorical Pretreatment Standard. If 40 CFR Part 136 does not
contain sampling or analytical techniques for the pollutant in question, or where the EPA
determines that the Part 136 sampling and analytical techniques are inappropriate for the
pollutant in question, sampling and analyses shall be performed by using validated analytical
methods or any other applicable sampling and analytical procedures, including procedures
suggested by the director or other parties approved by EPA.

(i) Sample Collection

Samples collected to satisfy reporting requirements must be based on data obtained through
appropriate sampling and analysis performed during the period covered by the report, based
on data that is representative of conditions occurring during the reporting period.
(1) Except as indicated in Section 2 and 3 below, the User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the director. Where time-proportional composite sampling or grab sampling is authorized by the City, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by [the City], as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.

(2) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

(3) For sampling required in support of baseline monitoring and 90-day compliance reports required in Section 26-73(a) and (c), a minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the director may authorize a lower minimum. For the reports required by paragraphs Section 26-73(d) (40 CFR 403.12(e) and 403.12(h)), the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance by with applicable Pretreatment Standards and Requirements.

(j) Recordkeeping

Users subject to the reporting requirements of this ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this ordinance, any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with Best Management Practices established under Section 26-62(a)(3). Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the User or the City, or where the User has been specifically notified of a longer retention period by the director.

(k) Certification Statements

Certification of Permit Applications, User Reports and Initial Monitoring Waiver— The following certification statement is required to be signed and submitted by Users submitting permit applications; Users submitting baseline monitoring reports under Section 26-73(a)(2)(e); Users submitting reports on compliance with the categorical Pretreatment Standard deadlines under Section 26-73(c); Users submitting periodic compliance reports required by Section 26-73(d) (1) to (4), and Users submitting an initial request to forego sampling of a pollutant on the basis of Section 26-73(a)(2). The following certification
statement must be signed by an Authorized Representative as defined in Section 26-57:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

SECTION 11. THE ROSWELL CITY CODE SECTION 26-76 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-76. - Inspections and sampling.

(a) The city may inspect the facilities of any user to ascertain whether the purpose of this division is being met and all requirements are being complied with. The city, NMEID and the EPA shall have the right to copy any and all of the user's records and to install on the user's property such devices as are necessary to conduct sampling inspection, compliance monitoring and/or metering operations.

(b) The director shall have the right to enter the premises of any User to determine whether the User is complying with all requirements of this ordinance and any individual wastewater discharge permit or order issued hereunder. Users shall allow the director ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

(1) Where a User has security measures in force which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the director shall be permitted to enter without delay for the purposes of performing specific responsibilities.

(2) The director shall have the right to set up on the User’s property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User’s operations.

(3) The director may require the User to install monitoring equipment as necessary. The facility’s sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the User at its own expense. All devices used to measure wastewater flow and quality shall be calibrated to manufacturer specifications to ensure their accuracy.

(4) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the User at the written or verbal request of the director and shall not be replaced. The costs of clearing such access shall be borne by the User.

(5) Unreasonable delays in allowing the director access to the User’s premises shall be a
violation of this ordinance.

(c) All sampling and analysis of the characteristics of waters and wastes shall be in accordance with 40 CFR 403.12(b)(5)(vi), and shall be taken at the monitoring facility provided.

SECTION 12. THE ROSWELL CITY CODE SECTION 26-79 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-79. - Miscellaneous enforcement provisions.

(a) Whenever the director finds that any user has violated or is violating this division, the city shall serve upon such person a written notice stating the nature of the violation. Within ten days of receipt of such notice, the user shall submit to the director an explanation of the violation and a plan for satisfactorily correcting such violation. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this Section shall limit the authority of the director to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

(b) Whenever the director finds that any user has violated or continues to violate this division, he may issue an order to the user responsible for the violation directing that, following a specified time period, further enforcement proceedings will be pursued unless adequate treatment facilities, devices, or other related appurtenances have been properly installed and are properly operated. These administrative orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the installation of pretreatment technology, additional monitoring and management practices.

(c) Emergency Suspensions

(1) The city may suspend the wastewater treatment service, water service and/or waste-water discharge permit when such suspension is necessary, in the opinion of the director, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons, to the environment, causes interference to the POTW or causes the city to violate any condition of its NPDES permit. The city may also suspend the wastewater treatment service, water service and/or wastewater discharge permit when such suspension is necessary, in the opinion of the director, to enforce user's compliance with the requirements of their permit, information requirements for permit issuance or construction of pretreatment facilities and/or monitoring facilities.

a. Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User’s failure to immediately comply voluntarily with the suspension order, the director may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The director may allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the director that the period of endangerment has passed, unless the termination proceedings are initiated against the User.
CLEAN VERSION

b. A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the director prior to the date of any hearing under this ordinance.

(2) Nothing in this Section shall be interpreted as requiring a hearing prior to any Emergency Suspension under this Section.

d. Any person affected by an order or directive of the city issued pursuant to this division may, within ten days of the issuance of such order or directive, request a hearing before the city to show cause why such order should be modified or made not to apply to such person. Such request shall be in writing and addressed to the director at 425 N. Richardson Avenue, City Hall, Roswell, New Mexico, 88201. The city shall hold the requested hearing as soon as practical after receiving the request. At the conclusion of the hearing the director shall issue a written response to the person requesting the hearing either affirming or modifying the questioned order or directive. Any appeal of the director's decision shall be as provided by state law.

SECTION 13. THE ROSWELL CITY CODE SECTION 26-83 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-83. - Violations.

(a) Administrative Fines

(1) When the director finds that a User has violated, or continues to violate, any provision of this ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the director may fine such User in an amount not to exceed $1,000. Such fines shall be assessed on a per-violation, per-day basis. In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation.

(2) Unpaid charges, fines, and penalties shall, after 30 calendar days, be assessed an additional penalty of 10% of the unpaid balance, and interest shall accrue thereafter at a rate of 10% per month. A lien against the User’s property shall be sought for unpaid charges, fines, and penalties.

(3) Users desiring to dispute such fines must file a written request to reconsider the fine along with full payment of the fine amount within ten days of being notified of the fine. Where a request has merit, the City Manager may convene a hearing on the matter. In the event the User’s appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the User. The City may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine.

(4) Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the User.

(b) Injunction

When the director finds that a User has violated, or continues to violate, any provision of this ordinance, an individual wastewater discharge permit, or order issued hereunder, or any
other Pretreatment Standard or Requirement, the director may petition the district court
through the City Attorney for the issuance of a temporary or permanent injunction, as
appropriate, which restrains or compels the specific performance of the individual
wastewater discharge permit, order, or other requirement imposed by this ordinance on
activities of the User. The director may also seek such other action as is appropriate for legal
and/or equitable relief, including a requirement for the User to conduct environmental
remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for,
taking any other action against a User.

(c) Civil Penalties

(1) A User who has violated, or continues to violate, any provision of this ordinance, an
individual wastewater discharge permit, or order issued hereunder, or any other
Pretreatment Standard or Requirement shall be liable to the City for a maximum civil
penalty of $1,000 per violation, per day. In the case of a monthly or other long-term
average discharge limit, penalties shall accrue for each day during the period of the
violation.

(2) The director may recover reasonable attorneys’ fees, court costs, and other expenses
associated with enforcement activities, including sampling and monitoring expenses, and
the cost of any actual damages incurred by the City.

(3) In determining the amount of civil liability, the Court shall take into account all relevant
circumstances, including, but not limited to, the extent of harm caused by the violation,
the magnitude and duration of the violation, any economic benefit gained through the
User’s violation, corrective actions by the User, the compliance history of the User, and
any other factor as justice requires.

(4) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any
other action against a User.

(d) Criminal Penalties

(1) A User who willfully or negligently violates any provision of this ordinance, an
individual wastewater discharge permit, or order issued hereunder, or any other
Pretreatment Standard or Requirement shall, upon conviction, be guilty of a petty
misdemeanor, punishable by a fine of not more than $1,000 per violation, per day, or
imprisonment for not more than 90 days, or both.

(2) A User who willfully or negligently introduces any substance into the POTW which
causes personal injury or property damage shall, upon conviction, be guilty of a petty
misdemeanor and be subject to a penalty of at least $1,000, or be subject to imprisonment
for not more than 90 days, or both. This penalty shall be in addition to any other cause
of action for personal injury or property damage available under State law.

(3) A User who knowingly makes any false statements, representations, or certifications in
any application, record, report, plan, or other documentation filed, or required to be
maintained, pursuant to this ordinance, individual wastewater discharge permit, or order
issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any
monitoring device or method required under this ordinance shall, upon conviction, be punished by a fine of not more than $1,00 per violation, per day, or imprisonment for not more than 90 days, or both.

(e) Nonexclusive Remedies

The remedies provided for in this ordinance are not exclusive. The director may take any, all, or any combination of these actions against a noncompliant User. Enforcement of pretreatment violations will generally be in accordance with the City’s enforcement response plan. However, the director may take other action against any User when the circumstances warrant. Further, the director is empowered to take more than one enforcement action against any noncompliant User.

(f) 40 CFR 403.16, up. et provision, and 40 CFR 403.17, bypass, shall be incorporated and become part of this section.

SECTION 14.  THE ROSWELL CITY CODE SECTION 26-84 SHALL BE REPEALED AND REPLACED TO READ AS FOLLOWS:

Sec. 26-84 – Publication of Users in Significant Noncompliance.

The director shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the POTW, a list of the Users which, at any time during the previous twelve (12) months, were in Significant Noncompliance with applicable Pretreatment Standards and Requirements. The term Significant Noncompliance shall be applicable to all Significant Industrial Users (or any other Industrial User that violates paragraphs this Section) and shall mean:

(a) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six-(6-) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defined;

(b) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six-(6-) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, as defined multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);

(c) Any other violation of a Pretreatment Standard or Requirement as defined (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that the director determines has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public;

(d) Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the director’s exercise of its emergency authority to halt or prevent such a discharge;
(e) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in an individual wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

(f) Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(g) Failure to accurately report noncompliance; or Any other violation(s), which may include a violation of Best Management Practices, which the director determines will adversely affect the operation or implementation of the local pretreatment program.

SECTION 15.  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 16.  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 17.  THIS ORDINANCE SHALL BE EFFECTIVE AFTER FIVE (5) DAYS FOLLOWING ITS PUBLICATION AS REQUIRED BY LAW.

PASSED, ADOPTED, SIGNED and APPROVED ________________.  ____.

CITY SEAL

______________________________
Dennis Kintigh, Mayor

ATTEST

______________________________
Sharon Coll, City Clerk
AN ORDINANCE AMENDING THE ROSWELL CITY CODE CONCERNING
INDUSTRIAL WASTEWATER REGULATION

Whereas, the City of Roswell maintains a municipal sewer system and has adopted
regulations pertaining to the use of the sewer system for certain industrial users pursuant to the
authority granted by NMSA 1978, § 3-27-3;

Whereas, the City of Roswell now desires to update those regulations to comport with
recommendations made by the U.S. Environmental Protection Agency’s model ordinance; and

Whereas, the City believes that the changes will help to protect its water facilities from
pollution, serve the public, and be in the best interest of the city as a whole.

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

SECTION 1. THE ROSWELL CITY CODE SECTION 26-57 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-57. - Definitions and abbreviations.

(a) Unless otherwise indicated by specific context, the meanings of the terms in this division
are as follows:

Act or the Act means the Federal Water Pollution Control Act, also known as the Clean
Water Act, as amended (33 United States Code § 1251 et seq.).

Approval authority means the regional administrator for the environmental protection
agency or his authorized representative.

Authorized representative of industrial user means an authorized representative of an
industrial user may be:

(1) A principal executive officer of at least the level of vice-president, if the industrial
user is a corporation;

(2) The manager of one or more manufacturing, production, or operating facilities,
provided the manager is authorized to make management decisions that govern the
operation of the regulated facility including having the explicit or implicit duty of
making major capital investment recommendations, and initiate and direct other
comprehensive measures to assure long-term environmental compliance with
environmental laws and regulations; can ensure that the necessary systems are
established or actions taken to gather complete and accurate information for
individual wastewater permit requirements

A general partner or proprietor if the industrial user is a partnership or
proprietorship, respectively;
A duly authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the indirect discharge originates.

Batch discharge means any indirect discharge at an inconsistent rate in a quantity or quality less than a slug discharge.

**Best Management Practices or BMP** means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Sections 26-64 and 26-65. BMP include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

B.O.D., BOD, BOD5 (denoting biochemical oxygen demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter by standard methods procedure in five days at 20 degrees centigrade expressed in milligrams per liter (mg/l).

Building drain means the part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer beginning two feet outside the building wall.

Building sewer means the extension from the building drain to the public sewer or other place of disposal.

**Categorical Pretreatment Standard or Categorical Standard.** Any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307 and of the Act (33 U.S.C. section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

C.O.D., COD (denoting chemical oxygen demand) is a measure of the oxygen-consuming capacity of organic and inorganic matter present in wastewater expressed as the amount of oxygen consumed from a chemical oxidant as under standard laboratory procedure in milligrams per liter (mg/l).

Composite sample means combination of individual samples of water or wastewater taken at selected intervals (generally hourly or some similar specified period), to minimize the effect of the variability of the individual sample. Individual samples may have equal volume or may be roughly proportional to the flow at time of sampling.

Control authority means the approval authority and/or the director in an approved city pretreatment program under the provisions of 40 CFR., 403.11.

Cooling water means the water discharged from any use such as air conditioning, cooling or refrigeration or to which the only pollutant is heat.

Direct discharge means the discharge of treated or untreated wastewater directly to the ground or surface waters of the state.

Director means the city manager or his authorized representative.
Environmental Protection Agency or EPA means the U.S. Environmental Protection Agency, or where appropriate, the term may also be used as a designation for the administrator or other duly authorized official of said agency.

Garbage means solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storing and sale of produce.

Grab sample means a sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.

Hazardous waste means substances, materials, waters or wastes which are hazardous as defined by 40 CFR Part 261 and/or any other applicable state or federal regulation.

Holding tank waste means any wastes from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks and vacuum-pump tank trucks.

Indirect discharge. The discharge or the introduction of nondomestic pollutants from any source regulated under Section 307(b) or (e) of the Act (33 United States Code § 1277), into the POTW (including holding tank waste discharged into the public sewer).

Industrial liquid wastes means all waterborne solids, liquids or gaseous wastes resulting from any industrial, manufacturing or food processing operation or process, or from the development of any natural resource, or any mixture of these with water or domestic wastewater as distinct from normal domestic wastewater. Industrial manufacturing processes shall include, but are not limited to: ordnance; and accessories; food and allied products; tobacco manufacturers; textile mill products; apparel and other finished products, furniture and fixtures; printing; publishing and allied industries; chemicals and allied products; petroleum refining and related industries; rubber and miscellaneous plastics products; leather and leather products; stone, clay, glass, and concrete products; primary metal industries; fabricated metal products, machinery and transportation equipment; electrical machinery, equipment and supplies; transportation equipment professional, scientific and controlling instruments; photographic and optical goods; watches and clocks; miscellaneous manufacturing industries.

Industrial user means any user who discharges industrial liquid wastes into the city's POTW.

Interference means the inhibition or disruption of the POTW treatment processes or operations which contributes to a violation of any requirement of the city's NPDES permit. The term includes prevention of wastewater sludge use or disposal by the POTW in accordance with Section 405 of the Act (33 U.S.C. 1354), or any criteria, guidelines or regulations developed (present or future) pursuant to the Solid Waste Disposal Act (SWDA), the Clean Air Act, the Toxic Substances Control Act, or more stringent state criteria (including those contained in any state sludge management plan prepared pursuant to Title IV of SWDA) applicable to the method of disposal or use employed by the POTW.

Limits means local limits and pretreatment standards.

Local limits means the limits on the discharge or regulation of pollutants to the POTW as developed by the director.
Monitoring facility means any facility required to be installed to meet the requirements of
the pretreatment program. This includes cleanouts, sample ports, mini manholes, manholes,
samplers, meters and other facilities or appurtenances to facilitate observation, sampling and
measurement of wastes as required by the director.

Municipal sewer system means all sanitary sewers, pumping stations, sewage treatment
plants, main sewers, interceptor sewers, outfall sewers, and works for the collection,
transportation, pumping and treatment of wastewater, sewage and/or industrial liquid wastes
thereto, necessary in the maintenance and operation of the same.

National Categorical Pretreatment Standard or pretreatment standard means any (present or
future) regulation containing pollutant discharge limits promulgated by the EPA in
accordance with Section 307(b) and (c) of the Act (33 U.S.C. 1317) which applies to a
specific category of industrial users.

National Prohibitive Discharge Standard or prohibitive discharge standard means any
(present or future) regulation developed under the authority of 307(b) of the Act and 40 CFR,
Section 403.5.

National Pollution Discharge Elimination System or NPDES permit means a discharge
permit issued by the approval authority pursuant to Section 402 of the Act (33 U.S.C. 1342).

Natural outlet means any outlet into a watercourse, pond, ditch, lake or other body of surface
or groundwater.

New source means any:

(1) Any building, structure, facility, or installation from which there is (or may be) a
discharge of pollutants, the construction of which commenced after the publication of
proposed Pretreatment Standards under section 307 of the Act that will be applicable to
such source if such Standards are thereafter promulgated in accordance with that section,
provided that:

a. The building, structure, facility, or installation is constructed at a site at which no
other source is located; or

b. The building, structure, facility, or installation totally replaces the process or
production equipment that causes the discharge of pollutants at an Existing Source;
or

c. The production or wastewater generating processes of the building, structure, facility,
or installation are substantially independent of an Existing Source at the same site. In
determining whether these are substantially independent, factors such as the extent to
which the new facility is integrated with the existing plant, and the extent to which
the new facility is engaged in the same general type of activity as the Existing Source,
should be considered.

(2) Construction on a site at which an Existing Source is located results in a modification
rather than a New Source if the construction does not create a new building, structure,
facility, or installation meeting the criteria as described in 40 CFR 403.3 (k) of Section (1) or above but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a New Source as defined under this paragraph has commenced if the owner or operator has:

a. Begun, or caused to begin, as part of a continuous onsite construction program

(i) any placement, assembly, or installation of facilities or equipment; or

(ii) significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

Normal domestic wastewater means waterborne wastes normally discharging from the sanitary conveniences of buildings (including apartment houses and hotels), office buildings, factories and institutions, free from storm surface water and industrial wastes. Normal domestic wastewater for the city shall be wastewater with an average concentration of five-day BOD is established at 200 milligrams per liter (mg/l); the average concentration of suspended solids is established at 200 milligrams per liter (mg/l).

pH means the negative logarithm of the concentration of hydrogen ions in grams per liter of a solution.

Pass through means a discharge which exits the POTW into waters of the United States in quantities of concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation).

Pollutant means any dredged spoil, solid waste, incinerator residue, wastewater, garbage, wastewater sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, city and agricultural waste discharged into water.

Pollution means the man-made or man-induced alteration of the chemical, physical, biological, thermal, and radiological integrity of water.
Pretreatment or treatment means the reduction of the amount of pollutants, the removal of pollutants or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the POTW. The reduction or alteration can be obtained by physical, chemical or biological processes or process changes by other means, except as prohibited by 40 CFR § 403.6(d).

Pretreatment requirement means any substantive or procedural requirement related to pretreatment, other than a national pretreatment standard, imposed on an industrial user.

Pretreatment standard means any (present or future) regulation containing pollutant discharge limits promulgated by the EPA in accordance with Sections 307(b) and (e) of the Act, which applies to industrial users.

Publicly owned treatment works (POTW) means a treatment works as defined by Section 212 of the Act, which is owned by the city. This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of city wastewater of a liquid nature. It also includes sewers, pipes and other conveyances only if they convey wastewater to a wastewater treatment plant. For the purposes of this division, "POTW" shall also include any sewers that convey wastewaters to the POTW from persons outside the city who are users of the city's POTW.

POTW treatment plant means that portion of the POTW designed to provide treatment to wastewater.

Public sewer means a sewer in which all owners of abutting properties shall have equal rights, and is controlled by public authority.

Sanitary sewer means the public sewer portion of a POTW which transports wastewater and to which storm, surface and groundwater are not intentionally admitted.

Sewage means a combination of water-carried wastes from users together with such ground, surface and storm waters as may be present.

Significant industrial user means any user meeting the criteria as described in 40 CFR 403.3(t).

Significantly violating user means any user meeting the criteria as described in 40 CFR 403.8.(f)(2)(vii).

Slug discharge means any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or Permit conditions.

Standard industrial classification (SIC) means a classification pursuant to the Standard Industrial Classification Manual issued by the executive office of the president, office of management and budget, most recent issue.

Standard methods shall mean the laboratory procedures set forth in the latest edition, at the
time of analysis, of Standard Methods for the Examination of Water and Wastewater, as prepared, approved and published jointly by the American Public Health Association and American Water Works Association and the Water Pollution Control Federation.

Stormwater means any flow occurring during or following any form of natural precipitation and resulting therefrom.

Storm sewer means a sewer which carries storm and surface waters and drainage, but excludes wastewater, sewage, and industrial liquid wastes other than unpolluted cooling water.

Suspended solids (SS) means solids that either float on the surface of, or are suspended in water, wastewater or other liquids and which are removable by laboratory filtering.

Total toxic organics means the summation of all quantifiable values greater than 0.01 mg/l for the organic compounds listed in 40 CFR 433.11(e).

Toxic pollutant means any pollutant or combination of pollutants listed as toxic in (present or future) regulations promulgated by the administrator of the EPA under the provision of Section 307(a)(1) of the Act.

Trap means a device for retaining sand, silt, grit mineral material, petroleum solvent, grease or oil by gravity-differential separation from wastewater and of a design and capacity approved by the city.

Unpolluted process water means any water or waste containing none of the following: Free or emulsified grease or oil; acid or alkali, phenols, or other substances imparting taste and odor to receiving water; toxic substances in suspension, colloidal state or solution and noxious or odorous gases.

User or Industrial User means any person who contributes, causes or permits the contribution of wastewater into the city’s POTW.

Waste hauler means any person who collects holding tank waste.

Wastewater shall mean the liquid and water-carried wastes from residences, business buildings, institutions and industrial establishments either treated, pretreated or untreated, together with such ground, surface and storm waters which are contributed into or permitted to enter the POTW.

Wastewater discharge permit or permit means the permit issued by the director which stipulates the conditions under which the user may discharge to the POTW.

Wastewater treatment works means an arrangement of devices and structures for treating wastewater, industrial wastes and sludge. The term is sometimes synonymous with waste treatment plant or wastewater treatment plant.

Waters of the state means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which
are contained within, flow through or border upon the state or any portion thereof.

Other terms. Unless the context of usage indicates otherwise, the meaning of terms in this
division not defined in this section shall be defined in the Glossary: Water and Wastewater
Control Engineering, prepared by the Joint Editorial Board of the American Public Health
Association, American Society of Civil Engineers, American Water Works Association and
Water Pollution Control Federation, copyright 1969.

(b) Abbreviations used in this division shall have these designated meanings:

(1) BMP. Best Management Practice
(2) BOD. Biochemical oxygen demand (five-day, unless otherwise noted as "ultimate
BOD").
(3) CFR. Code of Federal Regulations.
(4) COD. Chemical oxygen demand.
(5) EPA. Environmental Protection Agency.
(6) L. Liter.
(7) mg. Milligrams.
(8) mg/l. Milligrams per liter.
(9) NMEID. New Mexico Environment Department.
(10) NPDES. National Pollutant Discharge Elimination System.
(11) POTW. Publicly owned treatment works.
(12) RCRA – Resource Conservation and Recovery Act
(13) USC. United States Code.
(14) SIC. Standard industrial classification.

SECTION 2. THE ROSWELL CITY CODE SECTION 26-58 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-58. — Purpose and Policy.

This ordinance sets forth uniform requirements for Users of the Public Owned Treatment works
for the City of Roswell and enables the City to comply with all applicable State and Federal
Laws, including the Clean Water Act (333 USC section 1251 et seq.) and the General
Pretreatment Regulations (Title 40 of the Code of Federal Regulations Part 403).

The purpose of this division is:

(1) To prevent the introduction of pollutants into the municipal wastewater system which
could interfere with the normal operation of the system, and/or contaminate the resulting sludge;

(2) — To prevent the introduction of pollutants into the municipal wastewater system which could pass through the system, inadequately treated, into receiving waters or otherwise be incompatible with the treatment plant; and

(3) — To improve the opportunity to recycle and reclaim wastewaters and sludges from the system.

(4) To enable the City of Roswell to comply with its National Pollutant Discharge Elimination System permit conditions, sludge use and disposal requirements, and any other Federal or State laws to which the Publicly Owned Treatment works is subject.

SECTION 3. THE ROSWELL CITY CODE SECTION 26-61 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-61. - Effect of additional state or federal requirements.

(a) — Users must comply with the categorical Pretreatment Standards found at 40 CFR Chapter I, Subchapter N, Parts 405–471.

(b) Upon the promulgation of the federal categorical pretreatment standards for a particular industrial subcategory, the federal standard, if more stringent than limitations imposed under this division for sources in that subcategory, shall immediately supersede the limitations imposed under this division. The director shall notify all affected users of the applicable reporting requirements under 40 CFR, Section 403.12.

(c) State requirements and limitations on discharges shall apply in any case where they are more stringent than federal requirements and limitations or those in this division.

SECTION 4. THE ROSWELL CITY CODE SECTION 26-62 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-62. - Local limits.

(a) Specific discharge limitations.

(1) Specific discharge limitations. No significant industrial user (SIU) shall discharge or cause to be discharged wastewater that exceeds the following limits:

<table>
<thead>
<tr>
<th>Pollutant (a)</th>
<th>Daily Maximum Discharge Limit</th>
<th>Units of Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arsenic</td>
<td>0.22</td>
<td>mg/L</td>
</tr>
<tr>
<td>Cadmium</td>
<td>0.058</td>
<td>mg/L</td>
</tr>
<tr>
<td>Compound</td>
<td>Concentration (mg/L)</td>
<td>Unit</td>
</tr>
<tr>
<td>---------------</td>
<td>----------------------</td>
<td>-------</td>
</tr>
<tr>
<td>Chromium</td>
<td>4.26</td>
<td>mg/L</td>
</tr>
<tr>
<td>Copper</td>
<td>2.65</td>
<td>mg/L</td>
</tr>
<tr>
<td>Lead</td>
<td>1.74</td>
<td>mg/L</td>
</tr>
<tr>
<td>Mercury</td>
<td>0.104</td>
<td>mg/L</td>
</tr>
<tr>
<td>Molybdenum</td>
<td>1.96</td>
<td>mg/L</td>
</tr>
<tr>
<td>Nickel</td>
<td>4.83</td>
<td>mg/L</td>
</tr>
<tr>
<td>Selenium</td>
<td>0.122</td>
<td>mg/L</td>
</tr>
<tr>
<td>Silver</td>
<td>2.01</td>
<td>mg/L</td>
</tr>
<tr>
<td>Zinc</td>
<td>4.30</td>
<td>mg/L</td>
</tr>
<tr>
<td>5-Day Biochemical Oxygen Demand (BOD5)</td>
<td>4,833 lbs./day (b)</td>
<td></td>
</tr>
<tr>
<td>Total Suspended Solids (TSS)</td>
<td>10,070 lbs./day (b)</td>
<td></td>
</tr>
<tr>
<td>Total Nitrogen (TKN+NO\textsubscript{2}+NO\textsubscript{3})</td>
<td>165.7 lbs/day (b)</td>
<td></td>
</tr>
<tr>
<td>pH</td>
<td>6.0 to 11.0</td>
<td>Standard Units</td>
</tr>
</tbody>
</table>

(a) All pollutants as total.

(b) This limit is the total mass in pounds per day (lbs./day) that are available to allocate to all significant industrial users. Allocations are at the sole discretion of the city. All pollutants as total.

(2) The city may, at its sole discretion, implement local limits through allocation of the maximum allowable industrial load (MAIL) to significant industrial users that correspond to the uniform concentration local limits shown in the table above. The MAILs that correspond to the daily maximum discharge limits in the local limits report dated May 21, 2017 are hereby incorporated by reference.

(3) The director may establish more stringent pollutant limits, additional site-specific
pollutant limits, best management practices, or additional pretreatment requirements when, in the judgment of the city, such limitations are necessary to implement the provisions of chapter 26, article III, Sewers and Sewerage Disposal.

(4) A significant industrial user or other designated industrial user who introduces wastewater into the POTW may be required to submit a salinity control plan if monitoring of the industrial user's discharge shows it exceeds 1,200 mg/L total dissolved solids (TDS). This plan shall contain a description of the chemicals and materials used that contribute to the TDS concentration and the source control measures that could be implemented to reduce the TDS concentration in the discharge to less than 1,200 mg/L or to a level specified by the city that prevents discharges that cause or contribute to pass through or interference.

(5) The following limits shall apply to wastewaters that are discharged from the groundwater cleanup of petroleum or gasoline underground storage tanks or other remediation wastewaters containing these pollutants or where these pollutants are appropriate surrogates. It shall be unlawful for any industrial user to discharge or cause to be discharged any waste or wastewater that exceeds the following limits, as applicable.

<table>
<thead>
<tr>
<th>Pollutant (a)(c)</th>
<th>Daily Maximum Limit (mg/L)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benzene</td>
<td>0.050</td>
</tr>
<tr>
<td>BTEX (b)</td>
<td>0.750</td>
</tr>
</tbody>
</table>

(a) All pollutants shown in the table are total.

(b) BTEX shall be measured as the sum of Benzene, Ethylbenzene, Toluene and Xylenes.

(c) These limits are based upon installation of air stripping technology as described in the EPA document: "Model NPDES Permit for Discharges Resulting from the Cleanup of Gasoline Released from Underground Storage Tanks. June 1989." All pollutants shown in the table are total.

(b) BTEX shall be measured as the sum of Benzene, Ethylbenzene, Toluene and Xylenes.

(c) These limits are based upon installation of air stripping technology as described in the EPA document: "Model NPDES Permit for Discharges Resulting from the Cleanup of Gasoline Released from Underground Storage Tanks. June 1989."

SECTION 5. THE ROSWELL CITY CODE SECTION 26-65 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-65. - Specifically prohibited discharges.

No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the director, that such wastes can harm the POTW or equipment, have an adverse effect on the receiving stream, or can
otherwise endanger life, limb, public property, or constitute a nuisance. In forming an opinion as to the acceptability of these wastes, the director will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature and capacity of the POTW, degree of treatability of wastes in the wastewater treatment works and other pertinent factors. The substances which must be considered include, but are not limited to, the following:

1. Pollutants which create a fire or explosion hazard in the POTW, including, but not limited to, waste streams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Celsius using the test methods specified in 40 CFR 261.21.

2. Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with the POTW, constitute a hazard to humans or animals; create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment works. A toxic pollutant shall include, but not be limited to, any pollutant identified pursuant to Section 307(a) of the Act.

3. Any herbicides and pesticides.

4. Any waters or wastes having a pH lower than 6.0, or higher than 9.11.0, or having other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel of the POTW.

5. Solids, natural or manmade fibers, insoluble or emulsified oils, fats, greases, slurries or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the POTW such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, paunch manure, hair and fleshings, paper, bones, spent lime, stone and marble dust, grass clippings, spent grain and hops, asphalt residues and residues from refining or processing of fuel and lubricating oils.

6. Any substance which may cause the POTW's effluent or any other product of the POTW such as residues, sludges or scums to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the POTW cause the POTW to be in noncompliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act; any criteria, guidelines or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act or state criteria applicable to the sludge management method being used.

7. Any substance which will cause the POTW to violate its NPDES permit or the receiving water quality standards.

8. Any pollutants, including oxygen demanding pollutants (BOD, etc.) released at a flow rate and/or pollutant concentration which a user knows or has reason to know will cause interference to the POTW. Discharges of BOD concentrations over 200 mg/l shall be subject to section 26-80, cost recovery system. In no case shall a slug load be discharged.
(9) — Any wastewater having a temperature which will inhibit biological activity in the wastewater treatment works resulting in interference, but in no case wastewater with a temperature at the introduction into the wastewater treatment plant which exceeds 40 degrees Celsius (104 degrees Fahrenheit).

(10) — Any waters or wastes containing motor or transmission oils, whether emulsified or not, or containing substances which may solidify or become viscous at temperatures between 32 degrees and 150 degrees Fahrenheit (zero to 65 degrees Celsius), in concentrations which the user knows or has reason to know will cause interference with the POTW. Discharges of oil and grease concentrations over 100 mg/L shall be subject to section 26-80, cost recovery system.

(11) — Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;

(11)(12) Any waters or wastes containing reducing substances of an organic or inorganic nature, toxic or nontoxic, which exert an immediate chlorine demand, shall not be discharged into the POTW or if discharge of such agents will prevent the achievement of an adequate chlorine residual in the effluent of the wastewater treatment works.

(12)(13) — Any waters or wastes containing phenols or other taste or odor-producing substances, in concentration exceeding limits established by the director, after treatment of the composite sewage, to meet the requirements of the state, federal, or other public agencies of jurisdiction for such discharge to the receiving waters.

(13)(14) — Any radioactive wastes or isotopes of such half-life or concentrations as may exceed limits established by the director in compliance with applicable state and federal regulations.

(14)(15) — Materials which exert or cause:

   a. — Unusual concentrations of inert suspended solids (such as, but not limited to, fuller's earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).

   b. — Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).

(15)(16) — Any noxious or malodorous liquids, gases or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair.

(16)(17) — Any waters or wastes containing cadmium, chromium, copper, cyanide, lead, mercury, nickel, silver, zinc and/or other objectionable or toxic substances in concentrations or mass proportions which exceed the established limits.

(17)(18) — Septic tank sludgeTrucked or hauled pollutants, except that such sludge may be discharged at selected locations as directed for this purpose discharge points designated by the director, in accordance with Section 26-67.1 of this ordinance;
SECTION 6. THE ROSWELL CITY CODE SECTION 26-67 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-67. - Dilution of discharge.

No industrial user shall increase the use of process water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the federal categorical pretreatment standards, or any other pollutant-specific limitations developed by the city or state. Unless expressly authorized by an applicable Pretreatment Standard or Requirement, the director may impose mass limitations on Users who are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases when the imposition of mass limitations is appropriate.

SECTION 7. THE ROSWELL CITY CODE SECTION 26-67.1 SHALL BE ADDED TO READ AS FOLLOWS:

Sec. 26-67.1 – Hauled Wastewater.

(a) Septic tank waste may be introduced into the POTW only at locations designated by the director, and at such times as are established by the director. Such waste shall not violate the provisions this ordinance or any other requirements established by the City. The director may require septic tank waste haulers to obtain individual wastewater discharge permits.

(b) The director may require haulers of industrial waste to obtain individual wastewater discharge permits. The director may require generators of hauled industrial waste to obtain individual wastewater discharge permits. The director also may prohibit the disposal of hauled industrial waste. The discharge of hauled industrial waste is subject to all other requirements of this ordinance.

(c) Industrial waste haulers may discharge loads only at locations designated by the director. No load may be discharged without prior consent of the director. The director may collect samples of each hauled load to ensure compliance with applicable Standards. The director may require the industrial waste hauler to provide a waste analysis of any load prior to discharge.

(d) Industrial waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.

SECTION 8. THE ROSWELL CITY CODE SECTION 26-68 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-68. - Accidental discharges.

(a) Each industrial user, subject to the requirements of this division, may be required to provide protection from accidental discharge of prohibited materials or other substances regulated by this division, through a plan or other measures as determined necessary by the director. Facilities to prevent accidental discharge of prohibited materials shall be provided
and maintained at the user's own cost and expense. Detailed plans, showing facilities and
operating procedures to provide this protection, or other actions as required by the director
shall be submitted to the director for review and shall be approved by the director before
construction of the facility. No user who commences contribution to the POTW after the
effective date of Ordinance No. 1103 shall be permitted to introduce pollutants into the
POTW until accidental discharge procedures have been approved by the director.

(b) — An accidental discharge/slug discharge control plan shall address, at a minimum, the
following:

(1) Description of discharge practices, including nonroutine batch discharges;

(2) Description of stored chemicals;

(3) Procedures for immediately notifying the director of any accidental or Slug Discharge,
as required by Section 26-68 of this ordinance; and

(4) Procedures to prevent adverse impact from any accidental or Slug Discharge. Such
procedures include, but are not limited to, inspection and maintenance of storage areas,
handling and transfer of materials, loading and unloading operations, control of plant site
runoff, worker training, building of containment structures or equipment, measures for
containing toxic organic pollutants, including solvents, and/or measures and equipment
for emergency response.

(b)(c) Review and approval of such plans and operating procedures shall not relieve the
industrial user from the responsibility to modify the facility as necessary to meet the
requirements of this division. In the case of an accidental discharge, it is the responsibility
of the user to immediately notify the director of the incident. The notification shall include
location of discharge, type of waste, concentration and volume and corrective actions.

(d) — Significant Industrial Users are required to notify the director immediately of any changes
at its facility affecting the potential for a Slug Discharge.

(e) In the case of any discharge, including, but not limited to, accidental discharges, discharges
of a nonroutine, episodic nature, a noncustomary batch discharge, a Slug Discharge or Slug
Load, that might cause potential problems for the POTW, the User shall immediately
telephone and notify the director of the incident. This notification shall include the location
of the discharge, type of waste, concentration and volume, if known, and corrective actions
taken by the User.

(e)(f) Within five days following an accidental discharge, the user shall submit to the
director a detailed written report describing the cause of the discharge and the measures to
be taken by the user to prevent similar future occurrences. Such notification shall not relieve
the user of any expense, loss, damage or other liability which may be incurred as a result of
damage to the POTW, fish kills or other damage to person or property; nor shall such
notification relieve the user of any fines, civil penalties or other liability which may be
imposed by this division or other applicable law.

(d)(g) — A notice shall be permanently posted on the user's bulletin board or other
prominent place advising employees whom to call in the event of a dangerous discharge. Employers shall ensure that all employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.

SECTION 9. THE ROSWELL CITY CODE SECTION 26-70 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-70. - Wastewater discharge permit.

(a) It shall be unlawful to discharge without a city permit to any area under the jurisdiction of the city and/or to the POTW any wastewater except as authorized by the director in accordance with the provisions of this division. The following users shall be required to obtain a permit in accordance with this division:

(1) Users subject to National Categorical Pretreatment Standards;

(2) Significant industrial users;

(3) Any other user as determined by the director.

(b) Users required to obtain a wastewater discharge permit shall complete and file with the city, an application in the form prescribed by the city, and accompanied by a fee of $50.00.

(e)(b) Existing users required to obtain a permit under subsection (a) of this section shall apply for a wastewater discharge permit within 30 days after the effective date of Ordinance No. 1103 or by the date determined by the director and proposed new users required to obtain a permit under subsection (a) of this section shall apply at least 90 days prior to connecting to or contributing to the POTW. In support of the application, the user shall submit, in units and terms appropriate for evaluation, the following information:

(1) Name, The name and address of the facility, including the name of the operator and owner (if different from the address);

(2) SIC number according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended;

(3) A list of any environmental control permits held by or for the facility;

(3)(4) Wastewater constituents and characteristics. Sampling and analysis shall be performed in accordance with 40 CFR 403.12(b)(5)(vi);

(4)(5) Time and duration of contribution;

(5) Average daily and maximum daily wastewater flow rates, including daily, monthly and seasonal variations, if any;

(6) Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in Section 2.2C (40 CFR 403.6(e)).
(6) Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections and appurtenances by the size, location and elevation;

(7) Description of activities, facilities and plant processes on the premises including all materials which are or could be discharged;

(8) A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of the operation(s) carried out by such User. This description should include a schematic process diagram, which indicates points of discharge to the POTW from the regulated processes.

(9) The nature and concentration of any pollutants in the discharge which are limited by any city, state or federal pretreatment standards and a statement regarding whether or not the pretreatment standards are being met on a consistent basis and if not, whether additional operation and maintenance and/or additional pretreatment is required for the user to meet applicable pretreatment standards. As to each pollutant:

a. The categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for Existing Sources.

b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by the Director, of regulated pollutants in the discharge from each regulated process.

c. Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required, shall be reported.

d. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 26-73(h) of this ordinance. Where the Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Director or the applicable Standards to determine compliance with the Standard.

(10) Sampling must be performed in accordance with procedures set out in Section 6.11 of this ordinance.

(11) If additional pretreatment or other measures will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. The following conditions shall apply to this schedule:

a. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (e.g., selecting a consulting engineer, completing preliminary plans, completing final plans, review and approval of construction plans by director, executing contract for major components, commencing construction, completing
construction, plant start-up, etc.).

b. — No increment referred to in subsection (c)(9)a. shall exceed nine months.

c. — Not later than 14 days following each date in the schedule and the final date for compliance, the authorized representative of the user shall submit a progress report to the director including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay and the steps being taken by the user to return the construction to the schedule established. In no event shall more than nine months elapse between such progress reports to the director.

(10)(12) — Each product produced by type, amount, process or processes and rate of production;

(11)(13) — Type and amount of raw materials processed (average and maximum per day);

(12)(14) — Number and type of employees and hours of operation of plant and proposed or actual hours of operation of pretreatment system;

(13)(15) — Any other information as may be deemed by the director to be necessary to evaluate the permit application.

The director will evaluate the data furnished by the user and may require additional information. After evaluation and acceptance of the data furnished, the director may issue a wastewater discharge permit subject to terms and conditions provided herein, if it is determined by the director that the characteristics of the discharge are not in compliance with the provisions of this division, the application may be denied and the applicant advised by the director of steps which must be taken to ensure compliance with the provisions of this division.

(4)(c) — Wastewater discharge permits shall be expressly subject to all provisions of this division and all other applicable regulations, and charges and fees established by the city.

Permits may contain the following:

(1) — Permits must contain the following:

a. A statement that indicates the wastewater discharge permit issuance date, expiration date and effective date;

b. A statement that the wastewater discharge permit is nontransferable without prior notification to the City, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;

c. Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards;

d. Self monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or best management
practice) to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law.

e. Requirements to control Slug Discharge, if determined by the director to be necessary.

(2) Permits may contain the following may contain, but need not be limited to, the following conditions:

a. Limits on the average and maximum wastewater constituents and characteristics. Pretreatment Standards specify one limit for calculating maximum daily discharge limitations and a second limit for calculating maximum Monthly Average, or 4 day average, limitations. Where such Standards are being applied, the same production or flow figure shall be used in calculating both average and maximum equivalent limitation.

b. Limits on average and maximum rate and time of discharge or requirements for flow regulations and equalization;

c. Requirements for installation and maintenance of inspection and sampling facilities; Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

d. Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or nonroutine discharges;

d.e. Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule;

e.f. Compliance schedules;

f.g. Requirements for submission of technical reports or discharge reports;

g.h. Requirements for maintaining and retaining plant records of the user relating to wastewater discharge as specified by the director, and affording director access thereto;

h.i. Requirements for notification of the director of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the POTW;

i.j. Requirements for notification of slug and/or batch discharges;

j.k. Requirements for notification of potential discharge problems;

k.l. Statement regarding the applicable civil and criminal penalties for violations and noncompliance with the permit;

l.m. Statement that the city will monitor and inspect the permitted premises at a
minimum frequency of once per year.

-20-

1. (14) Statement that the permit is nontransferable without prior approval of the director.

2. m.n. Other conditions as deemed appropriate by the city to ensure compliance with this division.

3. (e)(d) Permits shall be issued for a specific time period, not to exceed five years. The user shall apply for permit reissuance a minimum of 90 days prior to the expiration of the user's existing permit. The terms and conditions of the permit may be subject to modification by the city during the term of the permit as limitations or requirements are modified or other just causes exist. The user shall be informed of any proposed changes 30 days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

4. (f)(e) Wastewater discharge permits are issued to a specific user for a specific operation. A wastewater discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation without the prior approval of the director.

5. (g)(f) Any user who violates the following conditions of this division or applicable state and federal regulations, is subject to having his permit revoked:

6. (1) Failure of a user to factually report the wastewater constituents and characteristics of his discharge;

7. (2) Failure of the user to report significant changes in operations, or wastewater constituents and characteristics;

8. (3) Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring.

9. (g) Any violation of the terms and conditions of an individual wastewater discharge permit shall be deemed a violation of this ordinance and subjects the wastewater discharge permittee to the sanctions set out in Sections 26-79 and 26-83 of this ordinance. Obtaining an individual wastewater discharge permit does not relieve a permittee of its obligation to comply with all Federal and State Pretreatment Standards or Requirements or with any other requirements of Federal, State, and local law.

SECTION 10. THE ROSWELL CITY CODE SECTION 26-73 SHALL BE AMENDED TO READ AS follows:

Sec. 26-73. - Reporting requirements.

40 CFR 403, General Pretreatment Regulations for Existing and New Sources of Pollution, shall be incorporated and become a part of this section. All reports and reporting requirements required under 40 CFR 403 shall be required under this section.

(a) Baseline Reporting Requirements
(1) Within either one hundred eighty (180) days after the effective date of a categorical Pretreatment Standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing Categorical Industrial Users currently discharging to or scheduled to discharge to the POTW shall submit to the director a report which contains the information listed in paragraph 2, below. At least ninety (90) days prior to commencement of their discharge, New Sources, and sources that become Categorical Industrial Users subsequent to the promulgation of an applicable categorical Standard, shall submit to the director a report which contains the information listed in paragraph 2, below. A New Source shall report the method of pretreatment it intends to use to meet applicable categorical Standards. A New Source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

(2) Users described above shall submit the information set forth below.

a. All information required in Section 26-70(b)(1), Section 26-70(b)(3), Section 26-70(b)(8), and Section 26-70(b)(6).


(i) The User shall provide the information required in Section 26-70(b)(9).

(ii) The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.

(iii) Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined waste stream formula in 40 CFR 403.6(e) to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to the Control Authority:

(iv) Sampling and analysis shall be performed in accordance with Section 26-73(h);

(v) The director may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;

(vi) The baseline report shall indicate the time, date and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant Discharges to the POTW.

c. Compliance Certification. A statement, reviewed by the User’s Authorized Representative as defined in Section 1.4 C and certified by a qualified professional, indicating whether Pretreatment Standards are being met on a consistent basis, and, if
d. Compliance Schedule. If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the User will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. A compliance schedule pursuant to this Section must meet the requirements set out in Section 26-73(b) of this ordinance.

e. Signature and Report Certification. All baseline monitoring reports must be certified in accordance with Section 26-73(k) A of this ordinance and signed by an Authorized Representative as defined in Section 1.4C.

(b) Compliance Schedule Progress Reports

The following conditions shall apply to the compliance schedule required by Section 26-73(a)(2)(d) of this ordinance:

(1) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);

(2) No increment referred to above shall exceed nine (9) months;

(3) The User shall submit a progress report to the director no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established schedule; and

(4) In no event shall more than nine (9) months elapse between such progress reports to the director.

(c) Reports on Compliance with Categorical Pretreatment Standard Deadline

Within ninety (90) days following the date for final compliance with applicable categorical Pretreatment Standards, or in the case of a New Source following commencement of the introduction of wastewater into the POTW, any User subject to such Pretreatment Standards and Requirements shall submit to the director a report containing the information described in Section 26-70(b)(6) and (9) and 26-73(a)(1) of this ordinance. For Users subject to equivalent mass or concentration limits established in accordance with the procedures in Section 26-61, this report shall contain a reasonable measure of the User’s long-term production rate. For all other Users subject to categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User’s actual production during the appropriate
sampling period. All compliance reports must be signed and certified in accordance with Section 26-73(k) A of this ordinance. All sampling will be done in conformance with Section 26-73(i).

(d) Periodic Compliance Reports

(1) Except as specified in Section 26-73(d)(3), all Users must, at a frequency determined by the director submit no less than twice per year (June and December or on dates specified) reports indicating the nature, concentration of pollutants in the discharge which are limited by Pretreatment Standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the User must submit documentation required by the director or the Pretreatment Standard necessary to determine the compliance status of the User.

(2) The City may reduce the requirement for periodic compliance reports to a requirement to report no less frequently than once a year, unless required more frequently in the Pretreatment Standard or by the EPA/State, where the Industrial User’s total categorical wastewater flow does not exceed any of the following:

a. 0.01 percent of the POTW’s design dry-weather hydraulic capacity of the POTW, or five thousand (5,000) gallons per day, whichever is smaller, as measured by a continuous effluent flow monitoring device unless the Industrial User discharges in batches

b. 0.01 percent of the design dry-weather organic treatment capacity of the POTW; and

c. 0.01 percent of the maximum allowable headworks loading for any pollutant regulated by the applicable categorical Pretreatment Standard for which approved Local Limits were developed in accordance with Section 26-63 of this ordinance.

Reduced reporting is not available to Industrial Users that have in the last two (2) years been in Significant Noncompliance, as defined in Section 9 of this ordinance. In addition, reduced reporting is not available to an Industrial User with daily flow rates, production levels, or pollutant levels that vary so significantly that, in the opinion of the Superintendent, decreasing the reporting requirement for this Industrial User would result in data that are not representative of conditions occurring during the reporting period.

(3) All periodic compliance reports must be signed and certified in accordance with Section 26-73(k) A of this ordinance.

(4) All wastewater samples must be representative of the User’s discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.

(5) If a User subject to the reporting requirement in this section monitors any regulated
pollutant at the appropriate sampling location more frequently than required by the
director, using the procedures prescribed in Section 26-73(i) of this ordinance, the results
of this monitoring shall be included in the report.

(e) Reports of Changed Conditions

Each User must notify the director of any significant changes to the User’s operations or
system which might alter the nature, quality, or volume of its wastewater at least 14 days
before the change.

(1) The director may require the User to submit such information as may be deemed
necessary to evaluate the changed condition, including the submission of a wastewater
discharge permit application under Section 26-70 of this ordinance.

(2) The director may issue an individual wastewater discharge permit or modify an existing
wastewater discharge permit of this ordinance in response to changed conditions or
anticipated changed conditions.

(f) Notice of Violation/Repeat Sampling and Reporting

If sampling performed by a User indicates a violation, the User must notify the director
within twenty-four (24) hours of becoming aware of the violation. The User shall also repeat
the sampling and analysis and submit the results of the repeat analysis to the director within
thirty (30) days after becoming aware of the violation. Resampling by the Industrial User is
not required if the City performs sampling at the User’s facility at least once a month, or if
the City performs sampling at the User between the time when the initial sampling was
conducted and the time when the User or the City receives the results of this sampling, or if
the City has performed the sampling and analysis in lieu of the Industrial User.

(g) Notification of the Discharge of Hazardous Waste

(1) Any User who commences the discharge of hazardous waste shall notify the POTW, the
EPA Regional Waste Management Division Director, and State hazardous waste
authorities, in writing, of any discharge into the POTW of a substance which, if otherwise
disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must
include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA
hazardous waste number, and the type of discharge (continuous, batch, or other). If the
User discharges more than one hundred (100) kilograms of such waste per calendar
month to the POTW, the notification also shall contain the following information to the
extent such information is known and readily available to the User: an identification of
the hazardous constituents contained in the wastes, an estimation of the mass and
concentration of such constituents in the wastestream discharged during that calendar
month, and an estimation of the mass of constituents in the wastestream expected to be
discharged during the following twelve (12) months. All notifications must take place no
later than one hundred and eighty (180) days after the discharge commences. Any
notification under this paragraph need be submitted only once for each hazardous waste
discharged. However, notifications of changed conditions must be submitted under
Section 26-73(e) of this ordinance. The notification requirement in this Section does not
apply to pollutants already reported by Users subject to categorical Pretreatment
Standards under the self-monitoring requirements of Sections 26-73(a), (c), and (d) of this ordinance.

(2) Dischargers are exempt from the requirements of paragraph 1, above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of nonacute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the User discharges more than such quantities of any hazardous waste do not require additional notification.

(3) In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the User must notify the director, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.

(4) In the case of any notification made under this Section, the User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

(5) This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this ordinance, a permit issued thereunder, or any applicable Federal or State law.

(h) Analytical Requirements

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the director or other parties approved by EPA.

(i) Sample Collection

Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

(1) Except as indicated in Section 2 and 3 below, the User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the director. Where time-proportional composite sampling or grab sampling is authorized by the City, the samples must be representative of the discharge. Using protocols (including appropriate
preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab
samples collected during a 24-hour period may be composited prior to the analysis as
follows: for cyanide, total phenols, and sulfides the samples may be composited in the
laboratory or in the field; for volatile organics and oil and grease, the samples may be
composited in the laboratory. Composite samples for other parameters unaffected by the
compositing procedures as documented in approved EPA methodologies may be
authorized by [the City], as appropriate. In addition, grab samples may be required to
show compliance with Instantaneous Limits.

(2) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile
organic compounds must be obtained using grab collection techniques.

(3) For sampling required in support of baseline monitoring and 90-day compliance reports
required in Section 26-73(a) and (c), a minimum of four grab samples must be used for
pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for
facilities for which historical sampling data do not exist; for facilities for which historical
sampling data are available, the director may authorize a lower minimum. For the reports
required by paragraphs Section 26-73(d) (40 CFR 403.12(e) and 403.12(h)), the
Industrial User is required to collect the number of grab samples necessary to assess and
assure compliance by with applicable Pretreatment Standards and Requirements.

(j) Recordkeeping

Users subject to the reporting requirements of this ordinance shall retain, and make available
for inspection and copying, all records of information obtained pursuant to any monitoring
activities required by this ordinance, any additional records of information obtained pursuant
to monitoring activities undertaken by the User independent of such requirements, and
documentation associated with Best Management Practices established under Section 26-
62(a)(3). Records shall include the date, exact place, method, and time of sampling, and the
name of the person(s) taking the samples; the dates analyses were performed; who performed
the analyses; the analytical techniques or methods used; and the results of such analyses.
These records shall remain available for a period of at least three (3) years. This period shall
be automatically extended for the duration of any litigation concerning the User or the City,
or where the User has been specifically notified of a longer retention period by the director.

(k) Certification Statements

Certification of Permit Applications, User Reports and Initial Monitoring Waiver— The
following certification statement is required to be signed and submitted by Users submitting
permit applications: Users submitting baseline monitoring reports under Section 26-
73(a)(2)(e); Users submitting reports on compliance with the categorical Pretreatment
Standard deadlines under Section 26-73(e); Users submitting periodic compliance reports
required by Section 26-73(d) (1) to (4), and Users submitting an initial request to forego
sampling of a pollutant on the basis of Section 26-73(a)(2). The following certification
statement must be signed by an Authorized Representative as defined in Section 26-57:

I certify under penalty of law that this document and all attachments were prepared under
my direction or supervision in accordance with a system designed to assure that qualified
personnel properly gather and evaluate the information submitted. Based on my inquiry
of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

SECTION 11. THE ROSWELL CITY CODE SECTION 26-76 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-76. - Inspections and sampling.

(a) — The city may inspect the facilities of any user to ascertain whether the purpose of this division is being met and all requirements are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the city or its representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination or in the performance of any of their duties. The city, NMEID and the EPA shall have the right to copy any and all of the user's records and to install on the user's property such devices as are necessary to conduct sampling inspection, compliance monitoring and/or metering operations.

(b) — The director shall have the right to enter the premises of any User to determine whether the User is complying with all requirements of this ordinance and any individual wastewater discharge permit or order issued hereunder. Users shall allow the director ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

(1) Where a User has security measures in force which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the director shall be permitted to enter without delay for the purposes of performing specific responsibilities.

(2) The director shall have the right to set up on the User’s property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User’s operations.

(3) The director may require the User to install monitoring equipment as necessary. The facility’s sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the User at its own expense. All devices used to measure wastewater flow and quality shall be calibrated to manufacturer specifications to ensure their accuracy.

(4) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the User at the written or verbal request of the director and shall not be replaced. The costs of clearing such access shall be borne by the User.

(5) Unreasonable delays in allowing the director access to the User’s premises shall be a violation of this ordinance.
(b)(c) All sampling and analysis of the characteristics of waters and wastes shall be in accordance with 40 CFR 403.12(b)(5)(vi), and shall be taken at the monitoring facility provided.

SECTION 12. THE ROSWELL CITY CODE SECTION 26-79 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-79. - Miscellaneous enforcement provisions.

(a) — Whenever the director finds that any user has violated or is violating this division, the city shall serve upon such person a written notice stating the nature of the violation. Within ten days of receipt of such notice, the user shall submit to the director an explanation of the violation and a plan for satisfactorily correcting such violation. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this Section shall limit the authority of the director to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

(b) — Whenever the director finds that any user has violated or continues to violate this division, he may issue an order to the user responsible for the violation directing that, following a specified time period, further enforcement proceedings will be pursued unless adequate treatment facilities, devices, or other related appurtenances have been properly installed and are properly operated. These administrative orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the installation of pretreatment technology, additional monitoring and management practices.

(c) — Emergency Suspensions

(1) The city may suspend the wastewater treatment service, water service and/or waste-water discharge permit when such suspension is necessary, in the opinion of the director, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons, to the environment, causes interference to the POTW or causes the city to violate any condition of its NPDES permit. The city may also suspend the wastewater treatment service, water service and/or wastewater discharge permit when such suspension is necessary, in the opinion of the director, to enforce user's compliance with the requirements of their permit, information requirements for permit issuance or construction of pretreatment facilities and/or monitoring facilities.

a. Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User’s failure to immediately comply voluntarily with the suspension order, the director may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The director may allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the director that the period of endangerment has passed, unless the termination proceedings are initiated against the User.
b. A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the director prior to the date of any hearing under this ordinance.

(2) Nothing in this Section shall be interpreted as requiring a hearing prior to any Emergency Suspension under this Section.

(e)(d) Any person affected by an order or directive of the city issued pursuant to this division may, within ten days of the issuance of such order or directive, request a hearing before the city to show cause why such order should be modified or made not to apply to such person. Such request shall be in writing and addressed to the director at 425 N. Richardson Avenue, City Hall, Roswell, New Mexico, 88201. The city shall hold the requested hearing as soon as practical after receiving the request. At the conclusion of the hearing the director shall issue a written response to the person requesting the hearing either affirming or modifying the questioned order or directive. Any appeal of the director's decision shall be as provided by state law.

(d) Any user who has violated or continues to violate any provisions of this division or permit or order issued hereunder, shall be liable to the city for a civil penalty, as allowed by law, plus actual damages incurred by the POTW per violation per day for as long as the violation continues. In addition to the above described penalty and damages, the city may recover reasonable attorney's fees, court costs and other expenses associated with enforcement activities, including sampling and monitoring costs.

SECTION 13. THE ROSWELL CITY CODE SECTION 26-83 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-83. - Violations.

(a) -- Administrative Fines

(1) When the director finds that a User has violated, or continues to violate, any person discharges sewage, industrial liquid wastes or other wastes into the POTW contrary to the provisions of this division or any ordinance, an individual wastewater discharge permit, or order issued by the city, the city attorney, or any other Pretreatment Standard or Requirement, the director may commence an fine such User in an amount not to exceed $1,000. Such fines shall be assessed on a per-violation, per-day basis. In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation.

(2) Unpaid charges, fines, and penalties shall, after 30 calendar days, be assessed an additional penalty of 10% of the unpaid balance, and interest shall accrue thereafter at a rate of 10% per month. A lien against the User's property shall be sought for unpaid charges, fines, and penalties.

(3) Users desiring to dispute such fines must file a written request to reconsider the fine along with full payment of the fine amount within ten days of being notified of the fine. Where a request has merit, the City Manager may convene a hearing on the matter. In
the event the User’s appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the User. The City may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine.

(4) Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action for against the User.

(b) Injunction

When the director finds that a User has violated, or continues to violate, any provision of this ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the director may petition the district court through the City Attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the individual wastewater discharge permit, order, or other requirement imposed by this ordinance on activities of the User. The director may also seek such other action as is appropriate for legal and/or equitable relief including damages in the municipal court, including a requirement for the User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a User.

(e) Every person convicted of a violation of this division shall be guilty of a misdemeanor. The conviction and punishment of any person for a violation shall not excuse or exempt such person from the payment of any fee due or unpaid at the time of such conviction and nothing herein shall prevent a criminal prosecution of any violation of the provisions of this division. In addition to the penalties provided herein, the city may recover reasonable attorneys’ fees, court costs, court reporters’ fees and other expenses of litigation by appropriate suit at law against the person found to have violated this division or the orders, rules, regulations and permits issued hereunder.

(f) The city shall annually publish in the local newspaper a list of the industrial users which, during the previous 12 months, were determined to be significantly violating users.

(c) Civil Penalties

(1) A User who has violated, or continues to violate, any provision of this ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement shall be liable to the City for a maximum civil penalty of $1,000 per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

(2) The director may recover reasonable attorneys’ fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.

(3) In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the User’s violation, corrective actions by the User, the compliance history of the User, and
any other factor as justice requires.

(4) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a User.

(d) Criminal Penalties

(1) A User who willfully or negligently violates any provision of this ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement shall, upon conviction, be guilty of a petty misdemeanor, punishable by a fine of not more than $1,000 per violation, per day, or imprisonment for not more than 90 days, or both.

(2) A User who willfully or negligently introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a petty misdemeanor and be subject to a penalty of at least $1,000, or be subject to imprisonment for not more than 90 days, or both. This penalty shall be in addition to any other cause of action for personal injury or property damage available under State law.

(3) A User who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this ordinance, individual wastewater discharge permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this ordinance shall, upon conviction, be punished by a fine of not more than $1,000 per violation, per day, or imprisonment for not more than 90 days, or both.

(e) Nonexclusive Remedies

The remedies provided for in this ordinance are not exclusive. The director may take any, all, or any combination of these actions against a noncompliant User. Enforcement of pretreatment violations will generally be in accordance with the City’s enforcement response plan. However, the director may take other action against any User when the circumstances warrant. Further, the director is empowered to take more than one enforcement action against any noncompliant User.

(40 CFR 403.16, up. et provision, and 40 CFR 403.17, bypass, shall be incorporated and become part of this section.

SECTION 14. THE ROSWELL CITY CODE SECTION 26-84 SHALL BE REPEALED AND REPLACED TO READ AS FOLLOWS:

Sec. 26-84. – Penalties. 26-84 – Publication of Users in Significant Noncompliance.

Any person convicted of a violation of this division shall be subject to fines of up to $1,000.00 for each violation or such other amount as allowed by state statute and terms of imprisonment as allowed by state statute.

The director shall publish annually, in a newspaper of general circulation that provides
meaningful public notice within the jurisdictions served by the POTW, a list of the Users which,
at any time during the previous twelve (12) months, were in Significant Noncompliance with
applicable Pretreatment Standards and Requirements. The term Significant Noncompliance shall
be applicable to all Significant Industrial Users (or any other Industrial User that violates
paragraphs this Section) and shall mean:

(a) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six
percent (66%) or more of all the measurements taken for the same pollutant parameter taken
during a six- (6-) month period exceed (by any magnitude) a numeric Pretreatment Standard
or Requirement, including Instantaneous Limits as defined;

(b) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three
percent (33%) or more of wastewater measurements taken for each pollutant parameter
during a six- (6-) month period equals or exceeds the product of the numeric Pretreatment
Standard or Requirement including Instantaneous Limits, as defined multiplied by the
applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants
except pH);

(c) Any other violation of a Pretreatment Standard or Requirement as defined (Daily Maximum,
long-term average, Instantaneous Limit, or narrative standard) that the director determines
has caused, alone or in combination with other discharges, Interference or Pass Through,
including endangering the health of POTW personnel or the general public;

(d) Any discharge of a pollutant that has caused imminent endangerment to the public or to the
environment, or has resulted in the director’s exercise of its emergency authority to halt or
prevent such a discharge;

(e) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule
milestone contained in an individual wastewater discharge permit or enforcement order for
starting construction, completing construction, or attaining final compliance;

(f) Failure to provide within forty-five (45) days after the due date, any required reports,
including baseline monitoring reports, reports on compliance with categorical Pretreatment
Standard deadlines, periodic self-monitoring reports, and reports on compliance with
compliance schedules;

(g) Failure to accurately report noncompliance; or Any other violation(s), which may include a
violation of Best Management Practices, which the director determines will adversely affect
the operation or implementation of the local pretreatment program.

SECTION 15. 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 16. 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 17. THIS ORDINANCE SHALL BE EFFECTIVE AFTER FIVE (5) DAYS FOLLOWING ITS PUBLICATION AS REQUIRED BY LAW.

PASSED, ADOPTED, SIGNED and APPROVED __________________, ______.

CITY SEAL

_____________________________  
Dennis Kintigh, Mayor

ATTEST

_____________________  
Sharon Coll, City Clerk
5. ROSEWELL NEW MEXICO
   AGENDA ITEM ABSTRACT

Regular City Council Meeting
Meeting Date: 05/14/2020
COMMITTEE: Infrastructure
CONTACT: Louis Najar  CHAIR: Jacob Roebuck

ACTION REQUESTED:
Award contract for Carpenter Park Project - Consider award of Carpenter Park Splash Pad Project to Waide Construction Company in the amount of $314,906.74 and an additional 10% for contingency. Balance of $103,602.59 will be used for the planning, design, construct, purchase, furnish, equip and install improvements to Carpenter Park.

BACKGROUND:
Initiated by: Abraham Chaparro

Waide Construction Company is recommended by Facilities for construction services for the Carpenter Park Splash Pad Project. The award amount will be $314,906.74 utilizing the Cooperative Educational Services (CES) contract # 19-01B-C208-ALL. The project will be paid using the 2019 Legislative Appropriation No. 19- D2949.

The CES fee of 1% ($3,963.33) is not covered by grant will be paid from the FY20 budget.

FINANCIAL CONSIDERATION
The legislative appropriation was approved in the FY20 Capital Improvement Fund budget.

LEGAL REVIEW:
Contract was submitted to Legal Department for review.

BOARD AND COMMITTEE ACTION:
The Infrastructure Committee recommended (3-1) to award the contract for the Carpenter Park Project.

STAFF RECOMMENDATION:
Consider award of Carpenter Park Splash Pad Project to Waide Construction Company in the amount of $314,906.74 and an additional 10% for contingency. Balance of $103,602.59 will be used for the planning, design, construct, purchase, furnish, equip and install improvements to Carpenter Park.
ACTIONS REQUESTED:
Award Professional Services for Veterans Cemetery Project - Consider award of professional design services for Huitt-Zollars, INC for Capital Appropriations Project 19-D2950. Monetary amount is $42,419.45 (NMGRT 7.875% included).

BACKGROUND:
Initiated by: Abraham Chaparro

Huitt-Zollars, INC is recommended by Facilities for design services for the McBride Veterans Cemetery Project. The award amount will be $42,419.45. The project will be paid using the 2019 Legislative Appropriation No. 19-D2950.

Procurement under < $60,000 RFP exempt, according to the NM Procurement Code for Professional Services.

FINANCIAL CONSIDERATION
The legislative appropriation was approved in the FY20 Capital Improvement Fund budget.

LEGAL REVIEW:
Contract was submitted to Legal Department for review.

BOARD AND COMMITTEE ACTION:
The Infrastructure Committee recommended (4-0) the award of professional design services for Huitt-Zollars, INC for Capital Appropriations Project 19-D2950. Monetary amount is $42,419.45 (NMGRT 7.875% included).

STAFF RECOMMENDATION:
Consider award of professional design services for Huitt-Zollars, INC for Capital Appropriations Project 19-D2950. Monetary amount is $42,419.45 (NMGRT 7.875% included).
Regular City Council Meeting
Meeting Date: 05/14/2020
COMMITTEE: Infrastructure
CONTACT: Louis Najar
CHAIR: Jacob Roebuck

ACTION REQUESTED:
SE Main NMDOT Funding Sharing Request - Consider request from NMDOT for a 75%-25% split to perform Nova Chip paving on SE Main from Poe to McGaffey. Total cost is estimated at $520,147.74, NMDOT portion = $389,510.23 and requested City portion of $130,637.61.

BACKGROUND:
Initiated by: Louis Najar

In response to ongoing requests from the City to provide pavement maintenance to SE Main, the NMDOT has responded with an offer of 75-25 split. This is a time-critical offer. Work is scheduled for the latter part of May 2020. Work was scheduled to allow Roswell City Council to process the request.

If City does not participate, the state will likely do from Poe to Hobbs St. only, leaving the section from Hobbs to McGaffey not addressed. The NMDOT is using the available current FY budget to address SE Main.

Streets/Engineering recommend: due to the substantial need to address SE Main pavement condition, a favorable 75-25 split, and SE Main being a gateway into Roswell. Granted, this is a very untimely offer, but the need and the financial leverage ratio are immediate.

FINANCIAL CONSIDERATION
$130,637.61 would be from current FY Streets operating expenses. Current balances and the canceling of equipment would provide the needed request. Specifically as follows:

- M&R Infrastructure 614020 $111,084.43
- Supplies General Materials 724101 $76,631.13
- Cancellation of PO 190846 for Salt Spreader $17,744.00
- Total money for SE Main Project $205,459.56

This allows contingency if needed due to paving yield. Lastly would leave some operating expense money to get through May-June 20. Balances were as of Wednesday, April 29, 2020. No pending requisitions are outstanding.

LEGAL REVIEW:
Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended (4-0) approval of the request from NMDOT for a 75%-25% split to perform Nova Chip paving on SE Main from Poe to McGaffey. Total cost is estimated at $520,147.74, NMDOT portion = $389,510.23 and requested City portion of $130,637.61.

STAFF RECOMMENDATION:
Consider request from NMDOT for a 75%-25% split to perform Nova Chip paving on SE Main from Poe to McGaffey. Total cost is estimated at $520,147.74, NMDOT portion = $389,510.23 and requested City portion of $130,637.61.
April 2, 2020

Louis Najar, P.E.
City Engineer
City of Roswell Engineering Department
415 North Richardson Ave.
Roswell, NM 88201
(575)-637-6281

Ref: Pavement Rehabilitation Project SE Main Street

Mr. Najar:

On March 3, 2020, the City requested information regarding the continuation of pavement rehabilitation from Brasher Rd. to McGaffey St. Within email sent to NMDOT, statement included City crews are fighting a losing battle with potholes and patches. The City is getting calls, complaints and social media status from public, State Reps and local Councilors. NMDOT District 2 office has evaluated the pavement conditions and available budget. NMDOT concurs with the City of Roswell’s assessment and the need to rehabilitate pavement on SE Main Street. The District at this time does not have the project programmed into either the 4-year Statewide Transportation Improvement Program or District 2 Maintenance Program. The District does have approximately $389,510.13 remaining in Contract Maintenance funds for this fiscal year. NMDOT District 2 office would like to utilize the remaining $389,510.13 and collaborate with the City of Roswell in completing the well overdue project. The cost to complete project is estimated at $520,147.74. The scope of work would be a thin pavement mill with a Brasier Nova Chip overlay from Poe Street to McGaffey Street. This process will extend pavement life by an average of 3 to 5 years. NMDOT has seen great success utilizing this process and in some instances have seen pavement conditions hold up for 7 to 10 years. In the spirit of cooperation, District 2 is requesting the City of Roswell participate in the remaining balance to complete project. The approximate cost to the City would be $130,637.61. I have attached an estimate for your review.

NMDOT will still consider doing the project without the City’s participation, but limits will have to be modified to meet the remaining $389,510.13 fiscal year 2020 funds leaving a portion of SE Main St. between Hobbs St. and McCaffey St. in its existing condition. As stated previously, NMDOT does not have this project programmed in the future years and
cannot guarantee completing the remaining portions of SE Main St. in the upcoming years. In the best interest of the public and citizens of this community, I hope the City of Roswell will be able to assist NMDOT in completing the project in its totality. I look forward to your response.

Respectfully,

Francisco Sanchez

Francisco Sanchez, P.E.
Assistant District Engineer
NMDOT District 2
(575) 626-8021
francisco.sanchez@state.nm.us
Plant Mix Wearing Course Overlay Estimate

X

Hobbs Street to McGaffey Street
.45/2+.225 Half NMDOT and Half City of Roswell

Date: 3/27/2020


*Note: Change any item in the Project Specifications Section to see Effects on Total Costs

<table>
<thead>
<tr>
<th>Project Specifications (Only change these Specification numbers)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total miles to be overlaid</td>
</tr>
<tr>
<td>Width</td>
</tr>
<tr>
<td>Hours/day of traffic control</td>
</tr>
<tr>
<td>Minimum Lbs. per square yard</td>
</tr>
<tr>
<td>PME Shot Rate</td>
</tr>
<tr>
<td>Mobilization miles</td>
</tr>
<tr>
<td>Gravel Haul Distance</td>
</tr>
</tbody>
</table>

Estimated Asphalt % 5.4

<table>
<thead>
<tr>
<th>Project Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Sq.Yds Required for Project</td>
</tr>
<tr>
<td>Total Tons needed based on lbs./sq.yd</td>
</tr>
</tbody>
</table>

Striping:

Total linear feet to stripe 346,896

Total tabs (temporary- 30 foot spacing) 106

Traffic Control

Estimated tons per day- laid 800
Estimated days based on production 1
TC Hours 8.39
Arrow Board 8.39

PME (polymer modified emulsion)

Total Gallons 1,426

Approach and Departure Milling 0.00

This Estimate will Change up or down depending on field conditions!
## Purchase Order Quantities

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Bid Item No.</th>
<th>Unit of Measure</th>
<th>Cost per Unit</th>
<th>Quantities</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>PMWC 1/2” 1 to 3,800 Tons</td>
<td>004</td>
<td>Tons</td>
<td>$62.00</td>
<td>537</td>
<td>$33,292.51</td>
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<td>Hauling of PMWC</td>
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<td>88</td>
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<td>Cold Milling</td>
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<td>SY/Inch</td>
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<td>$9,504.00</td>
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<td>PMWC 1/2”Nova Chip Laydown 1 to 80,000 S.Y.</td>
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<td>Sq.Yards</td>
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<td>$32,788.80</td>
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<tr>
<td>PME</td>
<td>018</td>
<td>Tons</td>
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<td>$3,469.34</td>
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<td>Temporary centerline tabs</td>
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<td>Each</td>
<td>$1.00</td>
<td>106</td>
<td>$105.60</td>
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<td>PAC - 20</td>
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<td>Tons</td>
<td>$760.00</td>
<td>29</td>
<td>$22,037.50</td>
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<td>Sequential Flashing Arrow Board</td>
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<td>$15.00</td>
<td>35</td>
<td>$525.00</td>
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<tr>
<td>Mobilization</td>
<td>027</td>
<td>Mile</td>
<td>$200.00</td>
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<td>-</td>
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<tr>
<td>Pilot Car-or TC as Required by the DE or their des</td>
<td>039</td>
<td>Hour</td>
<td>$70.00</td>
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<td>-</td>
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<td><strong>Total Project Cost</strong></td>
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<td></td>
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<td><strong>$121,147.75</strong></td>
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<td>GRT Roswell, NM</td>
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<td><strong>$9,489.87</strong></td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$130,637.61</strong></td>
</tr>
</tbody>
</table>
ACTION REQUESTED:
RFP 20-007 - Consider approval of Scope of Services for the Airport Engineering Consultant RFP.

BACKGROUND:
Initiated by: Scott Stark/Mark Bleth

Roswell Air Center requires engineering services to maintain a safe airport.

FINANCIAL CONSIDERATION
The Air Center Engineering contract is project based and is paid with Airport Improvement Funding (AIP). Term: October 1, 2020 through September 30, 2021 with four 1 year options.

LEGAL REVIEW:
Under City Policy PC0001, RFP Procedures Guide, City Council is asked to review the Scope of Services for a proposed RFP. After approval by Council, the RFP process may proceed with publication of the RFP to allow offerors to submit proposals.

BOARD AND COMMITTEE ACTION:
The Legal Committee recommended (4-0) approval at their meeting on April 23, 2020.

STAFF RECOMMENDATION:
RFP 20-007 - Consider approval of Scope of Services for the Airport Engineering Consultant RFP.

Attachments
ATT 1 RFP 20-007
CITY OF ROSWELL, NEW MEXICO

PURCHASING DEPARTMENT
425 North Richardson Avenue
PO Drawer 1838
Roswell, New Mexico 88201

RFP NUMBER  RFP-20-007
RFP NAME  ENGINEERING SERVICES – ROSWELL AIR CENTER
DEPARTMENT  ROSWELL AIR CENTER
COMMODITY CODE  925-92536 ENGINEERING SERVICES
DUE DATE & TIME  JUNE 23, 2020  2:00 PM

<table>
<thead>
<tr>
<th>Action:</th>
<th>Responsibility:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue RFP</td>
<td>City of Roswell</td>
<td>05/24/2020</td>
</tr>
<tr>
<td>2. Site Visit: Schedule with Airport Director</td>
<td>Proposer</td>
<td>05/25 – 06/05/2020</td>
</tr>
<tr>
<td>3. Deadline to Submit Written Questions</td>
<td>Proposer</td>
<td>06/12/2020</td>
</tr>
<tr>
<td>4. Response to Questions via Addendum</td>
<td>Procurement Manager</td>
<td>06/16/2020</td>
</tr>
<tr>
<td>5. Submission of Proposal: 2:00 PM</td>
<td>Proposers</td>
<td>06/23/2020</td>
</tr>
<tr>
<td>6. Evaluation / Interviews (if held)</td>
<td>Evaluation Committee</td>
<td>06/24/2020 – 07/10/2020</td>
</tr>
<tr>
<td>8. Recommendation to Legal Committee</td>
<td>Procurement Manager or Procurement Manager</td>
<td>07/23/2020</td>
</tr>
<tr>
<td>9. Recommendation of Award to City Council</td>
<td>Procurement Manager or Procurement Manager</td>
<td>08/13/2020</td>
</tr>
<tr>
<td>10. Notice of Award</td>
<td>Procurement Manager</td>
<td>08/14/2020</td>
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<tr>
<td>11. Protest Period</td>
<td>Effect Date: 08/15/2020</td>
<td>08/29/2020</td>
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<tr>
<td>12. Contract Negotiations/Executed</td>
<td>City Manager</td>
<td>08/31/2020</td>
</tr>
</tbody>
</table>

SCOPE OF WORK / SPECIFICATIONS FOR

RFP-20-007  Engineering Services – Roswell Air Center

I. CITY’S INTENT

The City of Roswell, New Mexico (referred to herein as "Sponsor"), as owners of the Roswell Air Center, is requesting proposals from consulting firms ("Proposers") qualified and experienced in the field of airport engineering.

The Sponsor plans to award a one-year contract with possibly four (4) one year renewals for engineering services for any and all engineering projects subject to federal assistance under the Airport and Airway Improvement Act of 1982 as amended. Contemplated projects under this contract may include:
a. Rehabilitate Taxiway asphalt shoulders A, B, D, E, F, J, K, M
b. Reconstruct Runway 17/35
c. Master Plan Update
d. Widen Taxiway B
e. Replace Taxiway light on A, B, C, D, E, F, G, H, North and South Hammer
f. Rehabilitate terminal and GA aprons
g. T Hangar development
h. Large Hangar development
i. Widen east perimeter road
j. E-ALP
k. Drainage Study & Improvements
l. Terminal parking reconstruction and expansion
m. Terminal remodeling, expansion and rehabilitation
n. Prepare Disadvantaged Business Enterprise program plan and goals
o. Prepare grant applications and development objectives, Capital planning assistance
p. Construction and grant administration, management including inspection and testing
q. On call minor engineering and architecture services
r. Environmental Assessment
s. Pavement Maintenance and Management System
t. Safety Management System (SMS)
u. Airport signage, marking plan update

The above-contemplated projects are dependent upon federal AIP funding and State Aviation Division funding and approval of the Sponsor, so it shall be understood that some of the services related to the above-listed projects may be deleted and that the Sponsor reserves the right to initiate additional services not included in the initial procurement.

II. BACKGROUND

The Roswell Air Center is located approximately five miles south of Roswell New Mexico. The air center terminal is located at:

Roswell Air Center
Scott Stark, Airport Director
#1 Jerry Smith Circle
Roswell New Mexico 88203
(575) 347-5703. Direct Phone Number
(575) 347-2595. Fax Number
Email: s.stark@roswell-nm.gov

The Airport is a Certificated FAR Part 139 airport with an operating FAA ATCT.

The contract issued to the successful consultant is subject to the provisions of Executive Order 11246 (Affirmative Action to Ensure Equal Employment Opportunity) and to the provisions of the Department of Transportation Regulation 49 CRF Part 26 (Disadvantaged Business Enterprise Participation). DBE firms are encouraged to participate.
III. SCOPE OF WORK

Basic engineering services normally required for airport development projects involves services generally of an architectural, civil, geotechnical, structural, mechanical, and electrical engineering nature. In addition, there may be some services outside those normally considered basic that are discussed in XXX. The basic services are usually conducted in, but are not limited to, five distinct and sequential phases. Proposers are required to set out their qualifications and to propose on the following scope of work.

A. Preliminary Phase: This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include, but are not limited to:

1. Coordinating with the Sponsor on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.

2. As applicable, coordinating project with local FAA personnel and other interested stakeholders to identify potential impacts to their operations.

3. Assisting the Sponsor in the preparation of necessary pre-applications, applications, and required documents for federal grants, including Disadvantaged Business Enterprise (DBE) plan and goals, and exhibits.

4. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations.

5. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.

6. Preparing project design criteria and other bridging documents commonly used for alternative project delivery methods such as design-build contracting.

B. Design Phase: This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include, but are not limited to:

1. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.

2. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and performing architectural, engineering, and special environmental studies.

3. Preparing necessary engineering reports and recommendations.

4. Preparing detailed plans, specifications, cost estimates, and design/construction schedules.

6. Printing and providing necessary copies of engineering drawings and contract specifications.

C. **Bidding or Negotiation Phase:** This phase, at a minimum, involves providing plans, specifications, and all bid documents. The phase also includes assisting the Sponsor in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts, and preparing contract documents.

D. **Construction Phase:** This phase includes all basic services rendered after the award of a construction contract including, but not limited to:

1. Providing consultation and advice to the Sponsor during all phases of construction.

2. Representing the Sponsor at preconstruction conferences.

3. Providing on site construction inspection and management involving the services of a full-time resident engineer, inspector, or manager during the construction or installation phase of a project, and providing appropriate reports to the Sponsor.

4. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept/drawings.

5. Reviewing, analyzing, and accepting laboratory and mill test reports of materials and equipment.

6. Preparing and negotiating change orders and supplemental agreements.

7. Observing or reviewing performance tests required by specifications.

8. Determining amounts owed to contractors and assisting Sponsors in the preparation of payment requests for amounts reimbursable from grant projects.

9. Conducting wage rate reviews of certified payrolls.

10. Making final inspections and submitting punch-lists and a report of the completed project to the Sponsor, including "as built" drawings.

E. **Project Closeout Phase:** This phase includes all basic services rendered after the completion of a construction contract, including, but not limited to:

1. Making final inspections and submitting punch-lists and a report of the completed project to the Sponsor.

2. Providing record drawings.

3. Preparing summary of material testing report.
4. Preparing summary of project change orders.

5. Preparing grant amendment request and associated justification, if applicable.

6. Preparing final project reports including financial summary.

7. Obtaining release of liens from all contractors.

F. **Special Services:** The development of some projects may involve activities or studies outside the scope of the basic design services routinely performed by the consultant. These special services may vary greatly in scope, complexity, and timing and may involve a number of different disciplines and fields of expertise. Proposers may be required to provide special services, or subcontract with third party individuals or companies for such services. Special services include, but are not limited to, the following:

1. Soils investigation, including core sampling, laboratory tests, related analyses, and reports.

2. Detailed mill, shop, and/or laboratory inspections of materials and equipment.

3. Land surveys and topographic maps.

4. Field and/or construction surveys.

5. Photogrammetry surveys.

6. Onsite construction inspection and/or management involving the services of a full-time resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project. This differs from the periodic inspection responsibilities included as part of the basic services.

7. Miscellaneous plans, studies, and assessment reports including environmental, noise, etc.

8. Expert witness testimony in litigation involving specific projects.

9. Project feasibility studies.

10. Assist Sponsor in preparing equipment (i.e. snow removal, Airport Rescue and Fire Fighting, etc.) specifications for procurement purposes.

11. Public information and community involvement surveys, studies, and activities.

13. Assisting the Sponsor in the preparation of necessary applications for local, State, and Federal grants.


15. Preparation of property maps.


17. Preparation of final report.

IV. EVALUATION PROCESS

1. The Evaluation process will be in strict accordance with Federal Aviation Advisory Circular 150/5100-14E, Architectural, Engineering and Planning Consultant Services for Airport Grant Projects and 49 CFR Part 18.

V. EVALUATION CRITERIA

Evaluation criteria contained in FAA Advisory Circular 150/5100-14D Chapter Two, will be applied in the following order of importance:

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>POSSIBLE POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Recent experience in airport planning and development projects</td>
<td>30</td>
</tr>
<tr>
<td>(2) Capability to perform all aspects of project</td>
<td>30</td>
</tr>
<tr>
<td>(3) Reputation</td>
<td>20</td>
</tr>
<tr>
<td>(4) Ability to meet schedules</td>
<td>20</td>
</tr>
<tr>
<td>(5) Quality of previous airport project undertaken</td>
<td>25</td>
</tr>
<tr>
<td>(6) Familiarity with Sponsor and project location</td>
<td>25</td>
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<tr>
<td>(7) Understanding the airport and proposed projects</td>
<td>30</td>
</tr>
<tr>
<td>(8) Understanding the Sponsor’s special concerns</td>
<td>10</td>
</tr>
<tr>
<td>(9) Interest shown</td>
<td>10</td>
</tr>
<tr>
<td>(10) Interviews (if held)</td>
<td>50</td>
</tr>
</tbody>
</table>

A short list may be developed from the submittals received. Consultants on the short list may be asked to attend an interview prior to final Evaluation being made. A schedule of fees will be negotiated with the selected consultant for the services to be performed under the initial NMDOT - Aviation Division or FAA grant. Subsequent fees will be negotiated on a task order basis as additional grants are obtained.

It is the intent of the Sponsor to enter into a contract with the most qualified firm no later than October 1, 2020. The consulting firm most qualified to perform engineering services for the contemplated projects will be selected and consulting fees for each project will be negotiated in accordance with FAA regulations.
Consider approval of the Roswell Public Library Strategic Plan for 2020 to 2023. (Foster/Costly)

BACKGROUND:
A planning process created by the Harwood Institute with the American Library Association guided the development of this document. The process focused on discovering the needs of the community and then challenged the Library to determine ways to meet the needs. The Roswell Public Library staff interviewed individuals and held community meetings on July 8, 22 and 31, 2019 to identify the following:

- Aspirations for Roswell
- Challenges facing Roswell
- What needs to change to reach our aspirations for Roswell

We also used a ranking of the American Library Association Libraries Transform Initiative to help us determine what library services are most desired by our community.

Based on these comments and research in the Library field we came up with three areas of improvement for the Roswell Public Library.

Service Goals
- Building a Community of Learners
- Engaging People in the Community
- Providing Points of Learning
- Encouraging Reading for Pleasure
- Creating a Mobile Library
- Support Initiatives of the City of Roswell

Building Improvements
- Maintain a Safe Learning Environment
- Address Major and Minor Building Improvements

Management of the Roswell Public Library
- Implement the New Financial System
- Create a Long Term Plan for Funding Library Programs
- Review and Update Roswell Public Library Board Manual
- Update Job Descriptions
- Create Partnerships
- Create Plan for Managing Long Overdue Fines and Fees
- Conduct Market Study

FINANCIAL CONSIDERATION
No financial impact at this time.

LEGAL REVIEW:
This was a recommended document and was not required to be reviewed by the City Attorney.
BOARD AND COMMITTEE ACTION:
The General Services Committee recommended (4-0) approval at their meeting on April 22, 2020.

STAFF RECOMMENDATION:
Consider approval of the Roswell Public Library Strategic Plan for 2020 to 2023.

Attachments
ATT 1 Library Strategic Plan
ROSWELL
Public Library
Strategic Plan 2020 - 2023
# Table of Contents

I. **Executive Summary** .................................................................................................................. 4  
   - Highlights  
   - Vision Statement  
   - Mission Statement  
   - Keys to Success  

II. **Analysis** .............................................................................................................................. 6  
   - Process  
   - Aspirations  
   - Challenges  
   - What Library Services Are Most Important  
   - Other Considerations  

III. **Description** .......................................................................................................................... 11  
    - Legal Entity  
    - Hours of Operation  
    - Location  
    - Staff  
    - Services and Programs  
    - Building  
    - Funding  

IV. **Goals and Objectives** ......................................................................................................... 14  
    - Service Goals  
    - Building Improvements  
    - Management of Library  
    - Service Improvements  

V. **Marketing** ........................................................................................................................... 20  

VI. **Appendix** ............................................................................................................................ 21  
    - Bibliography
Our thanks to

Jack Swickard

who facilitated the aspiration meetings.

This plan is made possible with funds from the

Roswell Library Foundation
Executive Summary

A planning process created by the Harwood Institute with the American Library Association guided the development of this document. The process focused on discovering the needs of the community and then challenged the Library to determine ways to meet the needs. The Roswell Public Library staff interviewed individuals and held community meetings on July 8, 22 and 31, 2019 to identify the following:

- Aspirations for Roswell
- Challenges facing Roswell
- What needs to change to reach our aspirations for Roswell

We also used a ranking of the American Library Association Libraries Transform Initiative to help us determine what library services are most desired by our community.

Based on these comments and research in the Library field we came up with three areas of improvement for the Roswell Public Library.

Service Goals
  o Building a Community of Learners
  o Engaging People in the Community
  o Providing Points of Learning
  o Encouraging Reading for Pleasure
  o Creating a Mobile Library
  o Support Initiatives of the City of Roswell

Building Improvements
  o Maintain a Safe Learning Environment
  o Address Major and Minor Building Improvements

Management of the Roswell Public Library
  o Implement the New Financial System
  o Create a Long Term Plan for Funding Library Programs
  o Review and Update Roswell Public Library Board Manual
  o Update Job Descriptions
  o Create Partnerships
  o Create Plan for Managing Long Overdue Fines and Fees
  o Conduct Market Study
Highlights

This plan is not intended to capture all the activities and tasks of the library. Daily tasks such as checking in and out materials, shelving, interlibrary loans and selecting and processing materials are not included. Rather we focused on goals, which will move the Roswell Public Library forward, and better positioning the library to serve the community, as well as become a leader in the Library field.

We created this plan knowing that to accomplish this we will be working in partnership with other City of Roswell departments, Roswell Library Foundation, and Friends of the Roswell Public Library. We will also collaborate with public and private schools, businesses, service organizations and nonprofit organizations. We will also lean on the services of the New Mexico State Library, Institute for Museums and Library Services, New Mexico Municipal League and the American Libraries Association.

Vision Statement

Our Vision is an educated, connective community of readers, learners, doers and dreamers.

Mission Statement

Our Mission is to transform lives by educating, inspiring, and connecting people.

Keys to Success

Education – We Learn and Teach Every Day.
Excellence – We Exceed Expectation.
Freedom – We are Free and Open to All.
Diversity- We Serve Everyone. We Find Strength in Celebrating Our Differences.

Community – We Serve and Work in Our Community to Improve Lives.

Analysis

Process

A planning process created by the Harwood Institute with the American Library Association guided the development this document. The process focused on discovering the needs of the community and then challenged the Library to determine ways to meet the needs. The Roswell Public Library staff interviewed individuals and held community meetings on July 8, 22 and 31, 2019 to identify the following:

- Aspirations for Roswell
- Challenges facing Roswell
- What needs to change to reach our aspirations for Roswell

We also used the Libraries Transform statement from the American Library Association Libraries Transform Initiative to help us determine what library services are most desired by our community. This was done by a simple ranking of importance or in a group placing a sticker on the five most important statements.

We looked at data from the Pew Research Center, Think New Mexico, Library related research, and other research for future trends and issues. The Library Director listened to comments made at the city’s public forums and participated in the Leadership Roswell program to learn more about the City of Roswell.

Aspirations

We want Roswell to be a community:

- That is friendly, safe, and welcoming to everyone.
- That is vibrant and growing. We want to see people strolling, riding, and driving up and down our streets.
- Where people are engaged in quality formal and informal community activities for youth, adults, and seniors.
- Where people are thoughtful critical thinkers with higher executive skills.
• Where people are educated and know they have the opportunities and skills to succeed.
• That attracts and retains skilled laborers and professionals.
• That is appealing to new families, and respects the needs of our senior population.

Challenges

In Roswell we need:

• To celebrate the attention created by the UFO incident as well as the tourism brought to the area. At the same time, we need to promote the other features that make Roswell a great place to live.
• To celebrate our history and culture, especially our Hispanic Heritage.
• Alternatives to driving a car, that are easy to use, safe and reliable.
• To obtain an accurate census count.
• To feel safe. We acknowledge that safety is a personal perspective, it is important that people feel safe in Roswell.
• To strengthen our neighborhoods and work together as one community.
• A plan to deal with the transient population, homelessness and poverty in our community.
• To create a community where education, training and providing work-related training is a priority.
• More opportunities for personal growth, which include volunteering and engaging people.
• To fill shortages in professional fields, such as teachers, police, and firefighters.

To Accomplish

To accomplish our aspirations we need:

• To change from a fixed mindset to a growth mindset.
• To create a vision for the community.
• To foster leadership and leadership opportunities.
• To have people be actively engaged in responsible behavior that is also making their lives better.
• More cooperation in the community.
What Library Services Are Most Important

During the community discussion about Roswell, we also asked people to rank statements about public libraries or to identify the top five statements.

The community sees the two most important roles of the Roswell Public Library are

To serve the formal and informal educational needs of the community.

- Learning starts before kindergarten.
- A library card is the most important school supply.
- Blue State or Red State, everyone benefits from an enlightened state.
- Students who read during the summer end up on the honor roll in the fall.
- Hands-on learning builds stronger brains.
- Learning happens 24/7.
- School is a time to think, create, share and grow.
- Gamers could be tomorrow’s inventors.
- “Eureka” moments happen here.

To provides access to reliable information, resources and the internet.

- 5 million students in our country cannot access broadband internet services at home.
- Librarians have been helping people fact check since forever.
- Best search engine in the library is the librarian.
- E-books let you fit a world of literature in your pocket.
- Wi-Fi should not require a receipt.
- Fake news can have real-world consequences.
- Access equals opportunity.
- Audio books turn commutes into adventures.
Other Considerations

Population shifts
According to research from the Urban Institute, the Roswell area will see a 12.13% growth from 2000 to 2020 and 4.64% growth of population from 2020 to 2030. The demographics area also changing. The Hispanic or Other population will be the majority, for ages 0 to 39, and the White population will be the majority for ages 40 and older. We are seeing a shift in the age of people in Roswell. The majority of the people will be 20 to 49 years old, with the second biggest group under 19 years old. Adults 50 and older will make up the smallest group of the population. (Urban Institute, 2015)

Technology
Occasionally there is an article about replacing libraries with the Internet, Amazon or another service. Everyone agrees the internet and other online services have impacted library service. There is a public outcry when this topic comes up. The public notes the many other services provided by the Library such as programs, free internet services and reference. The public also notes the positive relationships with library staff and that library services are provided at no costs. (Banks, 2019), (Lyons, 2016) and (Grothaus, 2018)

Trends
About three-quarters (74%) of Americans have read a book in the past 12 months in any format, a figure that has remained largely unchanged since 2012, according to a Pew Research Center study. Print books remain the most popular format for reading, with 67% of Americans having read a print book in the past year. And while shares of print and e-book readers are similar to those from a survey conducted in 2016, there has been a modest but statistically significant increase in the share of Americans who read [listen to] audiobooks, from 14% to 18%. (Perrin, 2018)

In another report, Pew Research found that 53% of those ages 18 to 35 say they used a public library or bookmobile in the previous 12 months, compared to 45% of those ages 36 to 51, 43% of those ages 52 to 70 and 36% of those ages 71 to 88. (Geiger, 2017)

These reports are a follow up of a 2016 report by Pew Research on Libraries. In the 2016 study, researchers shared a portrait of those who have never been to libraries.

Those who have never been to a public library are more likely to be male (24% have never been to a library), ages 65 and older (26%), Hispanic (32%), black (28%), high school graduates or less (29%), or living in
households earning less than $30,000 (27%). At the same time, the data show there are members of other demographic groups that have had no direct experience with libraries, including: 11% of those with college degrees and 12% of those in households earning $75,000 or more. Additionally, one-in-six parents of minor children (17%) say they have never been to a public library. (Horrigan, 2016)

In a November 2017 study on Internet and Technology titled “Many Americans, especially blacks and Hispanics, are hungry for help as they sort through information” Americans are somewhat less likely to say they would benefit from turning to libraries when it comes to accessing information that can help them make decisions. Some 47% and 43%, respectively, say having a library nearby or one with longer hours would help in this regard. However, there are large differences about the value of libraries by race and educational attainment. By nearly two-to-one, blacks and Hispanics are more likely than whites to see benefits in having a library nearby or having better library hours. Americans with a high school diploma or less are also more likely than those with a college degree or more to see these benefits. (Horrigan & Gramlich, 2017)
Description

The Roswell Public Library provides community enrichment services and programs to the City of Roswell (population 48,366) and the surrounding area of Chaves County (population 65,645). This includes information services, programs for all ages and abilities, meeting and gathering areas, and loans of books, movies, magazines and music.

Legal Entity

The Roswell Public Library is a department within the City of Roswell. The Roswell Public Library Board of Trustees serves as an advisory board to the Public Library.

Hours of Operation

Since August 2, 2019 Roswell Public Library is open 66 hours per week.
9:00 a.m. to 8:00 Monday – Thursday
9:00 a.m. to 6:00 p.m. Friday and Saturday
2:00 p.m. to 6:00 p.m. Sunday
Closed for City Holidays.

Location

The Roswell Public Library is a single building library located in downtown Roswell, New Mexico. It is a few blocks from the UFO Museum, City Hall, Roswell Museum and Art Center, Historical Society Museum for Southeast New Mexico, Roswell Convention and Civic Center, Chaves County Courthouse and Main Street Business area. With few neighboring population areas, Roswell is the oasis of the Southeast New Mexico.
Staff

The Roswell Public Library employs 17 full time staff and 3 part-time staff people to perform library service tasks. Not included in this count are people the Roswell Public Library hires to present specific programs.

Administration – Oversees the management of the Roswell Public Library.

Adult Services – Oversees the management of the main collection, promotion of library services, programs for adults, informational services, reading advisory for adults, and cataloging and processing of materials.

Youth Services – Oversees the management of the children's and young adult collection, programs for youth, informational services and reading advisory for youth, and circulation services.

Outreach – We are in the process of developing an outreach position and plan for the Roswell Public Library. This position will provide and manage mobile Library services.

Services and Programs

The Roswell Public Library provides these services free to the community.

- Organized barrowing collection of books, e-books, DVDs, audio books, e-audio books, databases, electronic resources, magazines, and music.
- Collection of books and newspapers for use in the building.
- Informational services and reading advisory.
- Computers and internet access.
- Programs for youth and adults.
- Interlibrary loan.
- Meeting room space.
- Quiet gathering places and learning areas.
- Learning area for young children.
- Equipment to scan, and copy with a printing fee.
Building

The 37,000 square foot building includes a limestone façade; floor to ceiling windows; spacious high ceilings; 24 public internet computers; meeting spaces for groups of 150, 60 and 12; Wi-Fi; study areas; reading spaces with comfortable seating; and a collection of more than 190,600 books, audio books, magazines, DVD, music, databases and electronic books and audio books.

The maintenance of the Library building is managed by the City of Roswell Facilities Department.

The Library building requires major repairs, with an estimated cost over $3,200,000. The most pressing are the water leaks and side effects of the leaks. A list of building improvements is listed in the appendix.

Funding

Funding for the Roswell Public Library comes primarily from taxes gathered by the City of Roswell. Funds for the Library are part of the General Operations Budget and are subject to City Council approval. The Roswell Public Library receives two grants managed by the New Mexico State Library. The State-In-Aid Grant is requested annually and funds are awarded based on meeting the guidelines set by the state. The guidelines include spending levels for materials, and offering free basic library services. The second grant managed by the New Mexico State Library is General Obligation Bonds, which are specifically for public libraries. The General Obligation Bonds may be used for specific services improvements. Projects are preapproved and funds are awarded after invoices are paid. More information on State-In-Aid Grant and General Obligation Bonds may be found at http://www.nmstatelibrary.org/ under Funding for Libraries. The Roswell Public Library applies for grants and receives gifts and donations from the public as well as support by the Friends of the Roswell Public Library and the Roswell Library Foundation.
Goals and Objectives

Service Goals

Build a Community of Learners.

1. Align programs’ purposes to address at least one of the Search Institute 40 developmental assets. All Library staff who develop or implement programs will do this. This is an ongoing project.

2. Implement research from Washington State VIEWS 2 (Valuable Initiatives in Early Learning That Work Successfully) in designing and presenting weekly preschool programs for children birth to age 3 and 3 years old and older. All Youth Services staff who develop or implement program for preschool programs will do this.

3. Create and implement an online School Readiness Program for children birth to 18 months, 2 to 3 years old, 3 to 4 years old and 4 years old and older. Library Director, with assistance by other library staff will do this in 2020.

4. Using the South Carolina Day By Day Family Literacy Activity Calendar, post on the Roswell Public Library Facebook page at least one early literacy tips for parents of young children per week. Postings to be done in both English and Spanish. The Youth Services Supervisor will coordinate this with the assistance of the Public Relations Librarian. This will begin in the fall of 2020.

5. Using Picture Perfect Science Research, Lunar and Planetary Institute, STAR Net, and training provided by the New Mexico State Library as well as resources and people in the community, develop a series of STREAM (Science, Technology, Reading, Engineering, Arts and Math) out of school programs for children, pre-teens and teens. This will be implemented as a series of after school programs, as well as programs during weekends, winter break and spring break. The Youth Services staff will do this.

6. Using research from the National Summer Learning Association, the Urban Libraries Council “Libraries at the Center of Summer Learning and Fun” and the book Summer Planning Begins in September, to create and improve on providing quality summer reading programs. This will be done by the Youth Services Supervisor and begin implementation in 2020.
7. Increase the participation in the summer reading program by 10% each year.
   a. Evaluate the summer reading program offered last summer to determine what steps need to be implemented to increase participation. This will be done by the Youth Services Supervisor beginning with the 2019 summer reading program.

8. Using research on placing books in homes, create and implement three book programs and book giveaways for youth per year. Library staff who plan the Yuletide Festival, Spring Break and one other to be determined event, will do this.

9. Work with New Mexico Humanities Council and New Mexico Historical Society as well as other organizations to host quality programs for adults and families. This project will be coordinated by the Adult Services Supervisor and reflect the diverse culture and history of the area.

10. Create and implement a Winter Reading Program “Roswell Reads” for adults. Beginning in February 2020 this will be an annual program coordinated by the Adult Services Supervisor.

Engage People in the Community.

1. Create and implement a program that welcomes people to Roswell Public Library. This consumer services program will be coordinated by the Library Director and begin in 2019.

2. Create a series of passive programs that encourage participation. For example, during March Madness Month have people select their favorite book using sports play-off charts. Young Adult Librarian and the Adult Services Supervisor will coordinate this.

3. Create a Leadership Roswell Book Club Collection and discussion book questions to be used by a Library sponsored book club and others. This project will be coordinated by the Library Director and begin in 2020.

4. Create a robust volunteer program. This project will be coordinated by the Outreach Librarian and begin in 2021.
   a. Work with the City of Roswell to determine requirements.
   b. Establish roles and responsibilities of volunteers and Library staff.
   c. Design a recognition program for volunteers.
Provide Point of Learning Services

1. Reference services via phone, email and face-to-face in a professional and timely manner.
   a. Create a reference training manual for the library staff.
   b. Provide training to library staff.
2. Provide weekly technology tips through face-to-face and online posting on Facebook. This will be coordinated by the Public Relations Librarian and begin January 2020
3. Post a series of resource lists on the Roswell Public Library website. The Public Relations Librarian will coordinate this with other Library staff.
4. Select, catalog and weed the nonfiction collection in print and non-print. The Collection Librarian will do this with assistance by the Technical Services staff.
5. Select, catalog and weed the reference collection. This will be done by the Adult Services Supervisor with assistance by the Technical Services staff.

Encourage Reading for Pleasure

1. Select, catalog, and weed the fiction collection of print and non-print materials. The Youth Services Supervisor and the Adult Services Supervisor will coordinate this project that will be completed in 2020. Then it will be an annual ongoing part of collection development.
2. Provide reading advisory through displays and recommended reading lists. Public Relations Librarian, Head of Circulation and Youth Services Staff will coordinate this. Each month there will be a different display in the children’s area, circulation desk and adult area.
3. Submit to the local newspaper recommended reading reviews and post the book reviews on a Roswell Public Library blog. The Public Relations Librarian will coordinate this ongoing project.

Mobile Library Services

Expand the services the Roswell Public Library provides by designing and implementing a mobile library service. The traditional library service in Roswell is for people to come into the building for materials, reference, programs and use of the computers. A mobile library service allows the Roswell Public Library to go beyond the walls of the library. This will include collaborating with food sites, parks, city events as well as outreach to nursing homes, detention centers, daycare centers and schools.
As this is a new service, it will involve hiring staff, creating policies and procedures, as well as designing and purchasing a vehicle and equipment. The estimated cost for a 2020 Ford Transit 350 HD dual real wheel extended length high room cargo van and other features is $75,000.

Vehicle Details – length 24 feet 2 inches, height 9 feet 9 inches with 3.0 V6 gas engine with hydraulic lift, Tommy Gate, awning, vehicle wrap, backup generator, safety cameras, and the ability to carry 8 materials carts 1 computer service cart.

1. Hire a professional librarian to manage Mobile Library Services. The Library Director will do this by March 2020.
2. Purchase a library mobile service vehicle. The Library Director will do this by April 2020 with the assistance from City of Roswell Fleet Manager.
3. Design a mobile service plan for the Roswell Public Library. The Outreach Library will do this by 2021.
4. Apply for e-Rate to purchase equipment to make the mobile service vehicle a mobile hotspot. This will be done by the Library Director and City of Roswell IT Department and completed by January 2020.

Support Initiatives of the City of Roswell

1. Support through meeting space, technology and information the “We Believe Everyone Counts” census initiative. This will be done by Library Staff and be completed by July 2020.
2. Promote and support the tourism events in Roswell. Outreach Librarian and the Public Relations Librarian will coordinate this. This will be an ongoing project.

Building Improvements

Create a Safe Learning Space

1. Conduct a monthly safety check of the building using a checklist created with the assistance of the City of Roswell Safety Officer and library staff. Library staff will complete safety checks and issues will be reported to the Library Director to determine next steps. This is an ongoing project.

The Library Director will address minor and major building issues with the Facilities Department.
Management of Library

Management shall be fiscally responsible with resources, funds, gifts, and grants.

1. Learn how to use the Tyler Technology System implemented in FY 2020 for purchasing and tracking funds. The lead person for this will be Administrative Assistant with secondary person Library Director. This will then become an ongoing learning process as more features are added.

2. With the Friends of the Library, Roswell Library Foundation and the City of Roswell, explore using the interest on the long-term donations to fund programs for the Library. The Library Director will coordinate this with assistance from the Finance Department. A decision and process will be in place by May 2020.

   a. Each meeting of the Roswell Public Library Board of Trustees will include a review of one Roswell Public Library policy or procedure. The Library Director will coordinated this project. The policy or procedures may require a review by the City Attorney and approval by the Roswell City Council.
   b. Update and submit Library fines and fees schedule for Roswell City Council approval.
   c. Move long overdue fines and fees from online to paper record. This will be done by Head of Circulation and be completed in 2020.

4. Annually submit to the City of Roswell Library Statistics January – December as directed by the City of Roswell City Managers.

5. Annually submit to the New Mexico State Library statistics online following guidelines developed by the New Mexico State Library staff.
   a. Staff gathers daily statistics that are reported monthly to the Library Director.

6. With the assistance of the Roswell Human Resource Department, update Job Descriptions of Library Staff.
   a. Job Descriptions are updated with new hires. This will be completed by the Library Director with assistance by the Adult Services Supervisor and/or Youth Services Supervisor.
   b. Update one Job description every two months until all job descriptions are updated.
7. Explore partnerships with Eastern New Mexico University-Roswell, New Mexico Military Institute, and local schools to share services and promote programs.
   a. Participate in the National Endowment for the Arts (NEA) Big Read application with Eastern New Mexico University-Roswell.

8. Conduct a market study for the Roswell Public Library by an outside organization in 2021.

Service Improvements

Many service improvements are listed under library goals and the project reports. This area is for major service improvements.

**Mobile Library Service**

Expand the services the Roswell Public Library provides by designing and implementing a mobile library service. The traditional Library Service in Roswell is for people to come into the building for materials, reference, programs and use of the computers. A mobile library service allows the Roswell Public Library to go beyond the walls of the Library. This will include collaborating with food sites, parks, city events as well as outreach to nursing homes, detention centers, daycare centers and schools.

As this is a new service, it will involve hiring staff, creating policies and procedures, as well as designing and purchasing a vehicle and equipment. The estimated cost for a 2020 Ford Transit 350 HD dual real wheel extended length high room cargo van and other features is $75,000

Vehicle Details – length 24 feet 2 inches, height 9 feet 9 inches with 3.0 V6 gas engine with hydraulic lift, Tommy Gate, awning, vehicle wrap, backup generator, safety cameras, and the ability to carry 8 materials carts 1 computer service cart

We would like to use the vehicle as a mobile internet service during its stops. So not to drain the battery we would purchase two backup portable generators. In emergency the vehicle, the book carts could be removed and the vehicle convert to an emergency service vehicle.
Marketing

We have included in our Strategic Plan a marketing study and the creation of a marketing plan for the Roswell Public Library. The plan will be done in cooperation with the City of Roswell Public Affairs Department.

Advertising and Promotion

The Roswell Public Library has a webpage https://roswell-nm.gov/405/Roswell-Public-Library and Facebook page https://www.facebook.com/RoswellPublicLibrary/ that are managed by the Public Relations Librarian. Library staff also collaborate with local radio stations and have a weekly library column in the local newspaper to promote services.

Through the City of Roswell Public Affairs Department, the Library collaborates with other city departments to jointly promote city enrichment programs, online at https://secure.rec1.com/NM/roswell-nm/catalog, through a newspaper insert and flyer, electronic billboards and other media.
Appendix

Building Improvements

Replace Leaky Roof
The current clay tile roof of the Bondurant Meeting room leaks. This project was included in the 2016 study (deferred maintenance list) and considered by facilities as the top priority. This included demolishing and replacing the clay tiles with metal roofing, fixing roof ladders and parapet/coping/flashing, repairing the downspouts/gutter and splash block. The estimated cost in 2016 was $145,042; with 3% increase per year the estimated cost is $165,042.

Emergency Back-up Lighting
The Library is in need of replacing emergency back-up lighting in case of a power outage. This project was included in the 2016 study (deferred maintenance list) and considered by facilities as the second in priority. The estimated cost in 2016 was $17,850; with 3% increase per year the estimated cost is $23,000.

Renovate Public Restrooms
The Library’s public restrooms in the lobby area are in need of remodeling. This project was included in the 2016 study (deferred maintenance list) and considered by facilities as the third in priority. The estimated cost in 2016 was $272,270; with 3% increase in construction cost per year the estimated cost is $304,942. We would like to include with this the handicapped door openers as part of the renovation.

Library Entrance
Tear up and replace the concrete in the front to redirect water away from building. The estimated cost is $50,000.

Library Meeting Room
Upgrade the Library Meeting Room. The estimated cost is $400,000.

Screen TV with surround sound
This project would enhance the meeting rooms, allow the public, and staff easier set up for presentations and programs. The 2016 study (deferred maintenance) provided an estimated cost of $363,240. Ideally, we would like something as big as the 146 inch Wall https://www.cnet.com/news/samsung-microled-makes-massive-modular-tv-a-reality/. The estimated cost is $363,240.

Carpet Replacement
The carpet that became moldy due to water damage has been removed, leaving green glue on the concrete in the children’s area and in the adult area. Carpet throughout the Library is worn with parts frayed. The recommendation is to replace carpet with a carpet system, which allows for worn or damaged carpet squares to be removed and replaced. Immediate need is to address the areas were the moldy carpet has been removed and
places were the carpet is a tripping hazard. After the water leaks are addressed, we would like to have flooring installed. One idea for the children’s area is to even out where the moldy carpet was removed and have an artist paint a Trompe-l’oeil of pond and pond life in the area.

Carpet throughout the Library is glued down to concrete floor. This project would remove existing carpet and replace it with a carpet squares that might be replaced square by squares when worn or damaged. The project was included in the 2016 study (deferred maintenance list) and is considered sixth in priority by facilities. The estimated cost in 2016 was 688,071; with 3% increase per year the estimated cost is $770,000.

**Emergency Crash Bar**
This project will install an emergency crash bar in the children’s workroom alleyway exit. The estimated cost is $5,000.

**Outside Pavement, Sidewalks, Curbs and Gutters**
This project addresses the outside of the Library. Clean and repair cracks, seal coat pavements and restripe the north and south parking lot and top drop in alley, replace the sidewalks and pathways as well as concrete curb and gutters. The project was included in the 2016 study (deferred maintenance list) and is considered by the Facilities Department as 7th in priority. The estimated cost in 2016 was $150,995; with 3% increase cost per year the estimated cost is $169,114.

**Exterior of Building**
This project addresses the outside of the Library Building and includes repairs to the building joints, painting, masonry cleaning and tuck points as well as repairs to the skylights and windows. The project was included on the 2016 study (deferred maintenance list) and is considered by the facilities Department as priority 8. The estimated cost in 2016 was $120,394; with a 3% increase each year the estimated cost is $134,841.

**Library Fire Exit**
This project will install a fire exit on the southwest corner of the Library (area overlooking the Tree of Knowledge). We currently have three public emergency exits from the Library. The front door, an emergency exit in the children’s area and an emergency exit on the southeast corner of the library. From the many areas of the Library, the second emergency exit is not intuitive or easy to find. The estimated cost is $70,000.

**Upgrade to LED Lighting**
This project addresses the lighting in the Library. The project was addressed in the 2016 study (deferred maintenance list) at an estimated cost of $243,000; with increase of 3% per year the estimated cost is $272,160.
Ceiling
This project addresses the ceiling of the library. According to the 2016 study (deferred maintenance), the ceiling system in the Bondurant Meeting room may require testing for hazardous materials and remediation for removal as well as upgrade ceiling system and lighting. In 2016, estimated cost was $38,507; with 3% increase per year the estimated cost is $43,127.

Hardwire and Install Smoke/Carbon Monoxide Detectors
This project would be an upgrade of our current security system by hardwiring the smoke and carbon Monoxide Detectors. This project was included in the 2016 study (deferred maintenance list) at an estimated cost of $31,050; with an increase of 3% each year the estimated cost is $34,776.

Interior Patching and Painting
This project addresses the minor repair and painting of interior of the building walls. We would also install corner guards. This project was addressed in the 2016 study (deferred maintenance) at an estimated cost of $138,049. We anticipate that this will be done in year 2024 with an estimate cost of $171,180.

Mechanical Room
This project would provide needed storage for the Library by removing a boiler system. This project was included in the 2016 Study (deferred maintenance list) at an estimated cost of $10,571; with an increase of 3% each year the estimated cost is $11,839.

Storage Shelving
The project addresses our lack of storage by purchasing readymade freestanding shelves for non-pubic areas. This project was addressed in the 2016 Study (deferred maintenance list) at an estimated cost of $2,033. We are estimating the cost to be the same.

Exterior Building Signage
This project cost should be part of the annual operating costs as it is maintenance of the electronic sign. This project was included in the 2016 Study (deferred maintenance list) at an annual cost of $3,090.

Replace Drinking Fountain
The current two drinking fountains in the lobby leak. They have been repaired repeatedly and work for a time. At some point, it will not be able to be repaired. This project was included in the 2016 study (deferred maintenance list) at an estimated cost of $13,790. As the estimate was for a water cooler, we are not changing the estimated cost for the replacement at this time.

Structure Investigation
This project will provide a report for the Facilities Department regarding the Library Building and Grounds. This is not a high priority for Facilities or Library Staff at this time. This project was included in 2016 study (deferred maintenance list) at an estimated $11,035.
Bibliography


South Carolina State Library. (2018). DayByDaySC Family Literacy Calendar Retrieved from https://www.daybydaysc.org/about/about-sc-day-day-project


Regular City Council Meeting
Meeting Date: 05/14/2020
COMMITTEE: Legal
CONTACT: Parker Patterson
CHAIR: Judy Stubbs

ACTION REQUESTED:
Consider approval to authorize J & A Recycling, a New Mexico LLC, to lease an 800 sq. ft. portion of Building No. 100.

BACKGROUND:
Initiated by: Scott Stark/Mark Bleth

J & A Recycling is a local plastic recycling company that will lease a portion of building 100 for the purpose of sorting recyclable plastics. The space they will be using will be in the SE corner of building 100, they will be leasing 800 sq. ft. out of the total of +5,700 square feet. J & A Recycling is a new tenant.

FINANCIAL CONSIDERATION
J & A Recycling will pay $300 monthly; $3,600 annually. Term: June 1, 2020 through May 31, 2021.

LEGAL REVIEW:
This item was reviewed by the Interim City Attorney. Contracts and agreements generally require Council approval before adoption.

BOARD AND COMMITTEE ACTION:
The Legal Committee recommended (4-0) approval at their meeting on April 23, 2020.

STAFF RECOMMENDATION:
Consider approval to authorize J & A Recycling, a New Mexico LLC, to lease an 800 sq. ft. portion of Building No. 100.

Attachments
ATT 1 J&A Recycling
LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 14th day of May 2020 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter designated “Landlord”, and J & A RECYCLING, a New Mexico limited liability corporation, hereinafter designated as “Tenant”.

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

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

Building No. 100 consisting of 800 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).

2. TERM. The Lease term is for one (1) year, commencing on June 1, 2020 and ending May 31, 2021 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Three Thousand, Six Hundred Dollars and No Cents ($3,600.00), payable in 12 monthly installments of $300.00. Rent and other fees are due on the first day of each month. If Tenant 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, Tenant shall pay to Landlord 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 Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant’s failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant has paid $300.00 in advance as security for Tenant’s full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a, payment for rent or penalties due Landlord, b, reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c, the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. CONDITION OF PREMISES. Tenant has inspected Premises and accepts the Premises in its present condition “as is”. Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant’s responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein.
Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

6. MAINTENANCE.
   a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.

   b. Further, Tenant shall maintain and replace when necessary the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises.

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

7. TAXES, LICENSES AND UTILITIES. During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant’s business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.

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

9. EQUIPMENT AND IMPROVEMENTS.
   a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. Also Tenant shall, upon written demand by Landlord, at Tenant’s sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.

   b. Tenant shall not make, suffer or permit to be made, any major additions, alterations or improvements on the Premises (including but not limited to, installing carpeting, air conditioning, painting, or
attaching anything to the walls other than by plug-in) without first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic’s lien, materialman’s lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof, and Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof will not be offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein including snow clearance.

10. INSURANCE.
   a. Landlord will provide fire and extended coverage to the Premises during the term of the Lease. Tenant agrees to reimburse Landlord for the amount of insurance premium based upon the pro-rata per square foot cost attributable to the Premises as determined and billed by Landlord. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the premises that does not belong to Landlord.

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

11. DAMAGE OR DESTRUCTION OF PREMISES.
   a. In the event the Premises are damaged by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.

   b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to: (1.) to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 11a. during the period of such repair, reconstruction or restoration, or (2.) to give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified in such notice and Tenant shall pay the rent, as proportionately reduced, based upon the extent,
if any, to which such damage interfered with the business carried on by Tenant in the Premises, up to the date of such termination.

c. With regard to Landlord’s duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord’s control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.

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

12. LIABILITY. Landlord shall not be liable to Tenant or to Tenant’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 Premises in connection with, or arising out of Tenant’s operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord’s Agents.

13. CONDEMNATION OR GOVERNMENTAL TAKING. In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant’s obligation under this Lease shall continue in full force and effect, but the amount of rent payable by Tenant shall be reduced in the proportion which the portion of the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

c. In the event of total or partial condemnation or taking of the leased Premises as aforesaid, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord and Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled by reason of such total or partial condemnation or taking.
14. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:

a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default; or

b. Default in the observance of any of the Tenant’s covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that the same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of; or

c. Finally and without further possibility of appeal or review (1.) be adjudicated bankrupt or insolvent, (2.) have a receiver or trustee appointed for all or substantially all of its business or assets, or (3.) suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof; or

d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property; or

e. Leave the Premises vacant or deserted for a period of sixty (60) consecutive days; or

f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, of fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.
15. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

   a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent;

   b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease;

   c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant’s default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant’s property shall be considered additional damages recoverable by Landlord.

   d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant’s risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

   e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. LEGAL FEES. If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney’s fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.
17. BANKRUPTCY. If Tenant should be adjudged bankrupt, either voluntarily or involuntarily, Landlord shall have the option to pursue with the Court having jurisdiction all remedies to which Landlord may be entitled in law or equity. In no event shall Tenant’s interests in this Lease be deemed to be an asset of Tenant.

18. USE OF THE PREMISES.

a. Tenant shall use the Leased Premises solely for the purpose of carpet cleaning, janitorial business and storage, 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. Tenant shall be bound by the Roswell City Code or as may be amended from time to time and all applicable policies and procedures of the Roswell International Air Center “ROW”.

b. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant’s occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant’s occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the leased premises or contaminated the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant’s employees or representatives during the term of Tenant’s occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including (1) environmental claims, (2) environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials, and (3) liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

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

d. 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.

19. NONDISCRIMINATION PROVISIONS. Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. DOMINANT PROVISIONS. The parties acknowledge that the Leased Premises are a part of the
ROW and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. ACCESS TO INSPECTION OF PREMISES. Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant’s regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises.

23. HOLDOVER. In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant’s occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. INTERPRETATION OF LEASE AGREEMENT. Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord’s authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

25. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Lease.

26. NOTICES. 
   a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

   Air Center Manager
   1 Jerry Smith Circle
   Roswell, NM 88203

   b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

   J & A Recycling
   2215 S Union
   Roswell, NM 88203

27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.
28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be shall be governed by New Mexico law. Any suit brought by either party regarding this agreement or default or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. TERMINATION. This Lease may be terminated by either party by giving thirty (30) days written notice.

31. ENTIRE AGREEMENT AND AMENDMENT. This writing 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 Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord’s Governing Body.

IN WITNESS WHEREOF, this Lease Agreement is executed this _______ day of __________, 2020.

LANDLORD:

CITY SEAL

CITY OF ROSWELL, NEW MEXICO

____________________
Dennis J. Kintigh, Mayor

ATTEST:

____________________
Sharon Coll, City Clerk

TENANT:

____________________
Dr. R. Ryan Wooley, Co-Owner
J & A Recycling LLC
ACTION REQUESTED:
Consider approval to authorize Aersale Inc, a Florida corporation, to lease ± 1 acre of vacant land west of building 240.

BACKGROUND:
Initiated by: Scott Stark/Mark Bleth

Aersale is in the process of clearing ramp area of parts storage to make room for aircraft storage and this requires more fenced property to move parts to. Aersale has been a customer since March 2009.

FINANCIAL CONSIDERATION
Aersale Inc. will pay $250 monthly; $3,000 annually. Term: June 1, 2020 through May 31, 2025.

LEGAL REVIEW:
This item was reviewed by the Interim City Attorney. Contracts and agreements generally require Council approval before adoption.

BOARD AND COMMITTEE ACTION:
The Legal Committee recommended (4-0) approval at their meeting on April 23, 2020.

STAFF RECOMMENDATION:
Consider approval to authorize Aersale Inc, a Florida corporation, to lease ± 1 acre of vacant land west of building 240.

Attachments
ATT 1 AerSale
LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 14th day of May, 2020 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter designated “Landlord”, and AERSALE, INC. a Florida corporation, hereinafter designated as “Tenant”.

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

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

   [Vacant land west of Building No. 240 consisting of 1 acre of vacant land, 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).]

2. TERM. The Lease term is for five (5) years, commencing on June 1, 2020 and ending May 31, 2025 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Three Thousand Dollars and No Cents ($3,000.00), payable in 12 monthly installments of $250.00 the first year of the lease. Thereafter rent will be adjusted annually by CPI or 3%, whichever is greater. Rent and other fees are due on the first day of each month. If Tenant 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, Tenant shall pay to Landlord 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 Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant’s failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant has paid $0 in advance as security for Tenant’s full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. CONDITION OF PREMISES. Tenant has inspected Premises and accepts the Premises in its present condition “as is”. Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant’s responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to
Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

6. MAINTENANCE.
   a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.

   b. Further, Tenant shall maintain and replace when necessary the plumbing, fire suppression and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises.

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

7. TAXES, LICENSES AND UTILITIES. During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant’s business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.

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

9. EQUIPMENT AND IMPROVEMENTS.
   a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. Also Tenant shall, upon written demand by Landlord, at Tenant’s sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.

   b. Tenant shall not make, suffer or permit to be made, any major additions, alterations or improvements on the Premises (including but not limited to, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in) without first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic’s lien, materialman’s lien or other lien of any kind shall be created against or imposed upon the
Premises or any part thereof, and Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof will not be offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein including snow clearance.

10. INSURANCE.
   a. Landlord will provide fire and extended coverage to the improvements on the Premises during the term of the Lease; provided however, Tenant agrees to reimburse Landlord for the amount of premium based upon the pro-rata per square footage attributable to the Premises as determined and billed by Landlord.

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

c. Landlord agrees to waive any rights of subrogation that it may have against Tenant in the event any insurance proceeds are paid to Landlord based upon any act or failure to act by Tenant. Tenant agrees to waive any rights of subrogation that it may have against Landlord in the event any insurance proceeds are paid to Tenant based upon any act or failure to act by Landlord.

11. DAMAGE OR DESTRUCTION OF PREMISES.
   a. In the event the Premises are damaged by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.

b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to: (1.) to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 11a. during the period of such repair, reconstruction or restoration, or (2.) to give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified in such notice and Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, up to the date of such termination.
c. With regard to Landlord’s duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord’s control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.

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

12. LIABILITY. Landlord shall not be liable to Tenant or to Tenant’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 Premises in connection with, or arising out of Tenant’s operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord’s Agents.

13. CONDEMNATION OR GOVERNMENTAL TAKING. In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant’s obligation under this Lease shall continue in full force and effect, but the amount of rent payable by Tenant shall be reduced in the proportion which the portion of the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

c. In the event of total or partial condemnation or taking of the leased Premises as aforesaid, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord and Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled by reason of such total or partial condemnation or taking.

14. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:

a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default; or
b. Default in the observance of any of the Tenants’s covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of; or

c. Finally and without further possibility of appeal or review (1.) be adjudicated bankrupt or insolvent, (2.) have a receiver or trustee appointed for all or substantially all of its business or assets, or (3.) suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof; or

d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property; or

e. Leave the Premises vacant or deserted for a period of sixty (60) consecutive days; or

f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, or fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

15. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent;

b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease;

c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant’s default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant’s property shall be considered additional damages recoverable by Landlord.

d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant’s risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent
hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. LEGAL FEES. If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney’s fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.

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

18. USE OF THE PREMISES.
   a. Tenant shall use the Leased Premises solely for the purpose of providing commercial aircraft component parts to the secondary market, 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. Tenant shall be bound by the Roswell City Code or as may be amended from time to time and all applicable policies and procedures of the Roswell Air Center (ROW).

   b. 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. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant’s occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law.

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

   d. 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.

19. NONDISCRIMINATION PROVISIONS. Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. DOMINANT PROVISIONS. The parties acknowledge that the Leased Premises are a part of the ROW and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. ACCESS TO/ INSPECTION OF PREMISES. Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant’s regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises.

23. HOLDOVER. In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant’s occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. INTERPRETATION OF LEASE AGREEMENT. Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord’s authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

25. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Lease.

26. NOTICES.
   a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

   Air Center Manager
   1 Jerry Smith Circle
   Roswell, NM 88203

   b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:
27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement or default or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. TERMINATION. This Lease may be terminated by either party by giving ninety (90) days written notice.

31. ENTIRE AGREEMENT AND AMENDMENT. This writing 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 Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord’s Governing Body.

IN WITNESS WHEREOF, this Lease Agreement is executed this ______ day of ____________, 2020.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

____________________

Dennis J. Kintigh, Mayor

ATTEST:

____________________

Sharon Coll, City Clerk

TENANT:
AERSALE, INC.

____________________

Ron Wolf, Vice President
EXHIBIT “A”
Regular City Council Meeting 12.
Meeting Date: 05/14/2020
COMMITTEE: N/A
CONTACT: Bill Morris
CHAIR: N/A

ACTION REQUESTED:
Resolution 20-24 - Weeds - The Resolution shall mandate the cleanup of approximately one hundred eight (108) separate properties within the City.

BACKGROUND:
Initiated by: Bill Morris

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

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

LEGAL REVIEW:
The City Attorney has reviewed the current resolution.

BOARD AND COMMITTEE ACTION:
No action required.

STAFF RECOMMENDATION:

Attachments
ATT 1 Resolution 20-24 Weeds
ATT 2 Resolution 20-24 Weeds Exhibit
CITY OF ROSWELL
RESOLUTION 20-24

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

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

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

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

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

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

4. Persons aggrieved by the determination of the City Council have a right to appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within five (5) days after the day of issuance of such order or decision, together with a petition for court review duly filed with the Clerk of the Court within twenty (20) days of the date of issuance of the order or decision complained of.
ADOPTED, SIGNED AND APPROVED 14th day of May 2020.

CITY SEAL

Dennis J. Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk
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<td>205 S MAIN ST</td>
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<td>THURBERS Block 5 Lot 12 THRU Lot 14</td>
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<td>OVARDS BLOCK 1 Lot 8 And Lot 9,</td>
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<td>Block 1 Lot 9 S 1 T 11S R 23E</td>
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<td>204 &amp; 204 1/2 W ALBUQUERQUE ST SOUTH ROSWELL Block 26 Lot 9 Less E6.3’ S76’ &amp; Lot 11 W2’ N64’ STAFFORD, DONNY; NORSWORTHY, DEBORAH 613 GEORGIA RD ROSWELL, NM 88203</td>
<td>1006 W 1ST ST WRIGHTS Block 6 Lot 13 E 50’ N 40’ &amp; Lot 14 E 50’ FRANCO, MARY ELLEN 607 HICKORY ST ROSWELL, NM 88203</td>
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<td>607 W WALNUT ST WEST SIDE Block 14 Lot 6 S 35’ W 50’ &amp; Lot 7 W 50’ LOMELI, HERIBERTO &amp; KARINA I. 1005 N AVENUE C DENVER CITY, TX 79323</td>
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<td>704 W 9TH ST RIVERSIDE HEIGHTS AMEND Block 7 Lot 5 JURNEY, JEANETTE H; C/O RACHEL HERRERA 704 W 9TH ST ROSWELL, NM 88201</td>
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<tr>
<td>RIVERSIDE HEIGHTS</td>
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<td>179° N 209° EXC S 14.26' E 48.3'</td>
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<td>W 1250' N 82.7'</td>
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<tr>
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<td>Resolution #20-24</td>
<td>Exhibit A</td>
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<tr>
<td>1521 JACKSON AVE</td>
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<td>PEREZ, DOMINGO S</td>
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<td>ORIGINAL ROSWELL</td>
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<td>Block 7 Lot 13</td>
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<td>PARK REVISED Lot 23</td>
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<td>NORMAN R &amp; ALMA TRUSTEES</td>
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</table>
Regular City Council Meeting
Meeting Date: 05/14/2020
COMMITTEE: Public Safety
CONTACT: Mike Mathews  CHAIR: Jeanine Corn-Best

ACTION REQUESTED:
Resolution 20-25 - Condemnations - The Resolution shall require the removal or demolition of six (6) dilapidated structures.

BACKGROUND:
Initiated by: Bill Morris

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

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

LEGAL REVIEW:
The City Attorney has reviewed the current resolution.

BOARD AND COMMITTEE ACTION:
The Public Safety Committee recommended (4-0) approval at their meeting on April 14, 2020.

STAFF RECOMMENDATION:
Consider approval of Resolution 20-25.

Attachments
ATT 1 Resolution 20-25
ATT 2 Resolution 20-25 Exhibit
CITY OF ROSWELL
RESOLUTION 20-25

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 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 14th day of May 2020.

CITY SEAL

______________________________
Dennis J. Kintigh, Mayor

ATTEST:

______________________________
Sharon Coll, City Clerk
<table>
<thead>
<tr>
<th>Location</th>
<th>Condition</th>
<th>Name</th>
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<tr>
<td>209 E DEMING ST SOUTH ROSWELL Block 36 Lot 18 &amp; Lot 20</td>
<td>Dilapidated/ Deterioration Open To Public, Inadequate Maintenance</td>
<td>CHAVES, JANE; ARCHULETA, CHRISTINA 209 E DEMING ST ROSWELL, NM 88203</td>
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<td>1114 S RICHARDSON AVE ROSWELL HOMES REDIV Block 1 Lot 13</td>
<td>Dilapidated/ Deterioration Open To Public, Inadequate Maintenance</td>
<td>BLEVINS, DEE ANNA; LYONS, TAMARA 1908 E SECTION ST MOUNT VERNON, WA 98274</td>
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<td>2404 N GRAND AVE #A HOWARD LEWIS REPLAT Lot G (apartment A only)</td>
<td>Dilapidated/ Deterioration Open To Public, Inadequate Maintenance</td>
<td>CHAIDEZ, ALEXIS; CHAIDEZ, ALBERTO; CHAIDEZ, RITA 13 GRANITE CIR ROSWELL, NM 88201</td>
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<td>1100 N DELAWARE AVE ROSWELL 88201 NEW MELROSE HEIGHTS Block 1 Lot 3</td>
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<td>LEONARD, GLENDA F 511 S SPRUCE AVE ROSWELL, NM 88203</td>
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<td>SANCHEZ, GONZALO ; HERNANDEZ, ESTHER 806 S LEA AVE ROSWELL, NM 88203</td>
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<td>Dilapidated/ Deterioration Open To Public, Inadequate Maintenance</td>
<td>NEW MEXICO MILITARY INSTITUTE 101 W COLLEGE ROSWELL, NM 88201</td>
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ACTION REQUESTED:
Resolution 20-29 - Consider approval of Resolution 20-29 to amend fiscal year ending June 30, 2020 approved budget.

BACKGROUND:
Initiated by: Monica Garcia

This is a housekeeping item. Due to DFA's new reporting systm (LGBMS), we are required to approve a budget amendment when increasing a revenue and offsetting expense line item.

FINANCIAL CONSIDERATION
Revenue (various funds) $22,855 and Expenses (various funds) $22,855 and $868,845 cash reserves (road fund) and $868,845 in expense.
- Fund 1101 (General Fund): Revenues $60,605; Expenses $60,605
- Fund 2623 (Road): Cash Reserves $868,845; Expenses $868,845
- Fund 5100 (Aircenter): Revenues $37,750; Expenses $37,750

LEGAL REVIEW:
Resolution 20-29 was sent to the Interim City Attorney for review.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended (4-0) approval at their meeting on May 7, 2020.

STAFF RECOMMENDATION:
Consider approval of Resolution 20-29 to amend fiscal year ending June 30, 2020 approved budget.

Attachments
ATT 1 Resolution 20-29 Monthly Budget Amendment
RESOLUTION 20-29

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO AMENDING THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2020, BY INCREASING REVENUE AND OFFSETTING EXPENSES IN TWO FUNDS AND DECREASING REVENUE AND OFFSETTING EXPENSE IN GENERAL FUND AND REDUCING CASH RESERVES AND INCREASING EXPENSE IN THE ROAD FUND

WHEREAS, the governing body of the City of Roswell, State of New Mexico, has previously approved a budget for the fiscal year 2019-2020, ending June 30, 2020; and

WHEREAS, the City desires to amend said budget in the amount of -$22,855 in revenues and -$22,855 in expenses to various funds and $868,845 cash reserve (road fund) and $868,845 in expense:

- Fund 1101 (General Fund) revenues -$60,605, expenses -$60,605
  o Police Vehicle Appropriation recorded twice $100,000
  o Received Damage Claim for Station 6 Garage Door $1,414
  o Received Damage Claim for Police Unit 82738 $2,761
  o Received Damage Claim for Fire Department Bunker Contents $21,492
  o Received Damage Claim for Accumulated Depreciation Station 5 $13,728
- Fund 2623 (Road Fund) cash balance - $868,845, expenses $868,845
  o Move expense from the Capital Fund to the Road Fund
- Fund 5100 (Air Center Fund) revenues $37,750, expenses $37,750
  o Received Damage Claim for Accumulated Depreciation Airport Buildings $37,750

WHEREAS, it is the majority opinion of the Governing Body that the proposed amended budget continues to meet fiscal requirements as currently determined for the fiscal year 2019-2020.

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

PASSED, ADOPTED, SIGNED, and APPROVED the 14th day of May 2020.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk
Consider approval of the minutes from the April 9, 2020, regular City Council meeting, and the April 27, 2020, Special City Council meeting.

**BACKGROUND:**
Initiated by: City Council

Consider approval of the minutes from the April 9, 2020, regular City Council meeting, and the April 27, 2020, Special City Council meeting.

**FINANCIAL CONSIDERATION**
There are no financial costs.

**LEGAL REVIEW:**
The City Council draft minutes are reviewed by the Governing Body in compliance with the Open Meetings Act.

**BOARD AND COMMITTEE ACTION:**
There is no board or committee review.

**STAFF RECOMMENDATION:**
Consider approval of the minutes from the April 9, 2020, regular City Council meeting, and the April 27, 2020, Special City Council meeting.

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**Attachments**

ATT 1 Draft minutes CC 4.9.2020
ATT 2 Draft Minutes SP CC 4.27.2020
Regular Meeting of the Roswell City Council
Held in Meeting Room A – Roswell Convention and Civic Center
Thursday, April 9, 2020, at 6:00 p.m.

The meeting convened with Mayor Kintigh presiding; Councilors Roebuck, Foster, Stubbs, Best, Peterson, Oropesa, Perry, Kennard, and Moore being present; Councilor Sanchez being absent. Councilor Stubbs led in the Pledge of Allegiance, and Councilor Perry led in prayer.

Notice of this meeting was given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 19-37.

Councilor Stubbs moved to approve the agenda for the April 9, 2020, regular City Council meeting to include the minutes from the March 12, 2020, regular City Council meeting and from the March 26, 2020 special City Council meeting, also including on the consent agenda – three ITB’s, one award for Generator installation, one Scope of Work, five resolutions and Addendum #23 which will be included in one motion to go into a Closed Session. Councilor Peterson was the second. A voice vote was 9-0, and the motion passed with Councilor Sanchez being absent.

Mayor Kintigh’s announcements/reports
Mayor Kintigh asked that everyone please silence their cell phones.

NON-ACTION ITEMS
Presentation – COVID-19 Response Update. Mr. Neeb presented a response update on COVID-19. He discussed weeks one through four, current goals, contact with City services and employee management.

PUBLIC PARTICIPATION ON AGENDA ITEMS
Participants acknowledged on each item.

CONSENT ITEMS
Bids, RFP’s and Agreements
Consider award of ITB-20-007, Sewer Manhole Rehab Project 2020 to Corrosion Resistant Coatings Inc. in the amount of $204,343.03 which includes GRT. Bid opening for ITB-20-007 was held on March 17, 2020. One bid was received. Upon review of bid, Corrosion Resistant Coatings qualified as the lowest responsive bidder. The FY2020 Sewer Budget is funding this project.

Consider award of ITB-20-008, Roswell Water Valve Replacement Project to White Cloud Pipeline Inc. in the amount of $1,438,496.22 which includes GRT. Bid opening for ITB-20-008 was held on March 17, 2020. Four bids were received. Upon review of bids, White Cloud Pipeline Inc. qualified as the lowest responsive bidder. The FY2020 Water Maintenance & Transmission Department is funding this project for costs beyond $750,000. A 2019 Legislative Grant SAP-19-2440-GF in the amount of $750,000 is subsidizing this project. This grant is a reimbursement style process.
Consider award of ITB-20-012, Wood Grinding Chipper to Rotor Chopper of Gainesville, TX in the amount of $641,200.00. Bid opening for ITB-20-012 was held on March 17, 2020. Six bids were received. Upon review of bids, Rotor Chopper is recommended as the lowest responsive bidder. The City’s minimum requirements included engine size, grinder operating specs, delivery, training and other as specified in the bid specifications. At Infrastructure Committee of March 23, 2020, Landfill requested recommendation to include options of $5,300 which made total bid amount $641,200.00. The FY2020 Landfill Department is funding this project.

Consider award of Emergency Generator installation to Alpha Southwest of Albuquerque, NM in the amount of $184,971.87 utilizing Statewide Price Agreement 90-000-19-00051. Emergency generator is for city water wells SMW 10 & SMW 11. The generator is necessary to ensure that water production from these wells will continue due to electrical blackouts. This item was approved in FY 2020 budget passed in July 2019. The FY2020 Source of Supply Department is funding this project.

Consider scope of work for RFP-20-004 On-Call Engineering Services. On-Call Engineering Services will qualify a pool of consultant engineering firms to provide services to Roswell. This will expedite the procurement of services when needed for projects, planning or other City of Roswell needs. The proposed term of qualified pool is 4 years. In four years, another RFP would be issued. The City Engineering Department is also experiencing a shortfall of experienced applicants for current vacancies. There is only one licensed civil engineer on staff; which for a city the size of Roswell is a deficiency. This RFP would also provide a mechanism to hire consultants to fill in as City Engineer if the need arises. Engineering services for specific projects and tasks would be funded by appropriate department sponsoring the project. Engineering services for general needs would likely be from Engineering Department.

Resolutions
Resolution 20-19 – Weeds – The Resolution shall mandate the cleanup of approximately sixty-two (62) separate properties within the City.

Resolution 20-20 – to amend fiscal year ending June 30, 2020’s approved budget. This is a housekeeping item due to DFA’s new reporting system (LGBMS), we are required to approve a budget amendment when increasing a revenue and offsetting expense line item. Revenue (various funds) Revenue $2,016,545 and Expense (various funds) $20,016,545

- Fund 1101 (General) Revenue
  - Donation Planetarium $5,000
  - Damage Claim Parks Vehicle $2,091
- Fund 2601 (Capital Improvement)
  - Damage Claim Special Electronics $9,454
- Fund 5100 (Air Center) $2,000,000
  - FAA Grant Terminal Building Phase 2 (Parking Lot)
Resolution 20-21 – creating a Special Revenue Fund for Internal Services (6100). DFA requires the General Fund and Special Revenue Funds be separate. Internal Service Funds are used to track goods or services shifted between departments on cost reimbursement basis.

Resolution 20-22 – confirming the boundaries for MainStreet Roswell. The purpose of this resolution is to confirm the official boundaries of MainStreet Roswell. Additional area is being proposed for addition to the southeast part of the existing MainStreet boundaries in order to allow for new projects to be pursued here. This is an administrative action intended to reduce any possible confusion about these boundaries, as well as encouraging economic development potential.

Resolution 20-23 – expanding the boundaries for Railroad District Metropolitan Redevelopment District. The purpose of this resolution is to expand the existing boundaries of the Railroad District Metropolitan Redevelopment District. The expansion of the MRA is intended to facilitate additional redevelopment opportunities in that district.

Minutes
Approval of the minutes from the regular City Council meeting on March 12, 2020 and from the March 26, 2020 special City Council meeting.

NEW BUSINESS/ REGULAR ITEMS
Election of Mayor Pro Tem. Mr. Holloman discussed the election. Each year the governing body has elected one of its members to serve as Mayor Pro Tem. The person elected to the office serves for one year and is responsible for handling the duties of the Mayor in the event the Mayor is unable to attend to them. Councilor Oropesa nominated Councilor Stubbs. Councilor Foster nominated himself. Councilor Best nominated herself. A roll call vote was as follows: Jacob Roebuck-Stubbs, Barry Foster-Foster, Judy Stubbs-Stubbs, Jeanine Best-Best, George Peterson-Stubbs, Juan Oropesa-Stubbs, Jason Perry-Stubbs, Margaret Kennard-Best, Angela Moore-Stubbs; Councilor Sanchez being absent. The selected Mayor Pro Tem was Councilor Stubbs.

Approval of the following appointments as recommended by the Mayor:
1. City Clerk
2. City Treasurer
3. Police Officer

Mr. Holloman discussed the appointments. Traditionally, after the Municipal Officers Election the appointments of the City Clerk, City Treasurer, and Police Officer take place at the organizational meeting. Mayor Kintigh recommended Sharon Coll for City Clerk. Councilor Stubbs moved to approve Sharon Coll for City Clerk. Councilor Best was the second. A roll call vote was as follows: Jacob Roebuck-yes, Barry Foster-yes, Judy Stubbs-yes, Jeanine Best-yes, George Peterson-yes, Juan Oropesa-yes, Jason Perry-yes, Margaret Kennard-yes, Angela Moore-yes, and the motion passed 9-0 with Councilor Sanchez being absent.
Mayor Kintigh recommended Juan Fuentes for City Treasurer. Councilor Stubbs moved to approve Juan Fuentes for City Treasurer. Councilor Best was the second. A roll call vote was as follows: Jacob Roebuck-yes, Barry Foster-yes, Judy Stubbs-yes, Jeanine Best-yes, George Peterson-yes, Juan Oropesa-no, Jason Perry-yes, Margaret Kennard-yes, Angela Moore-no, and the motion passed 7-2 with Councilor Sanchez being absent.

Mayor Kintigh recommended Philip Smith for Police Officer. Councilor Stubbs moved to approve Philip Smith for Police Officer. Councilor Roebuck was the second. A roll call vote was as follows: Jacob Roebuck-yes, Barry Foster-yes, Judy Stubbs-yes, Jeanine Best-yes, George Peterson-yes, Juan Oropesa-yes, Jason Perry-yes, Margaret Kennard-yes, Angela Moore-yes, and the motion passed 9-0 with Councilor Sanchez being absent.

Mayor Kintigh’s recommendation to the Airport Advisory Commission as follows:

- Position 2 – Amy Coll
- Position 4 – Dennis Kintigh

Ms. Coll discussed the positions. Councilor Stubbs moved to approve Amy Coll as position 2 to the Airport Advisory Commission. Councilor Kennard was the second. A roll call vote was as follows: Jacob Roebuck-yes, Barry Foster-yes, Judy Stubbs-yes, Jeanine Best-yes, George Peterson-yes, Juan Oropesa-yes, Jason Perry-yes, Margaret Kennard-yes, Angela Moore-yes, and the motion passed 9-0 with Councilor Sanchez being absent.

Councilor Stubbs moved to approve Dennis Kintigh as position 4 to the Airport Advisory Commission. Councilor Best was the second. A roll call vote was as follows: Jacob Roebuck-yes, Barry Foster-yes, Judy Stubbs-yes, Jeanine Best-yes, George Peterson-no, Juan Oropesa-no, Jason Perry-yes, Margaret Kennard-yes, Angela Moore-no, and the motion passed 6-3 with Councilor Sanchez being absent.

Mayor Kintigh’s recommendation to the Roswell Museum and Art Center Board of Trustees as follows:

- Cymantha Liakos

Ms. Coll discussed the position. Councilor Stubbs moved to approve Cymantha Liakos to the Roswell Museum and Art Center Board of Trustees. Councilor Kennard was the second. A roll call vote was as follows: Jacob Roebuck-yes, Barry Foster-yes, Judy Stubbs-yes, Jeanine Best-yes, George Peterson-no, Juan Oropesa-no, Jason Perry-yes, Margaret Kennard-yes, Angela Moore-yes, and the motion passed 9-0 with Councilor Sanchez being absent.

Mayor Kintigh’s recommendation to the ETZ Commission as follows:

- Matthew Bristol
- Larry Connolly
- Mona Kirk

Ms. Coll discussed the positions. Councilor Stubbs moved to approve Matthew Bristol to the ETZ Commission. Councilor Roebuck was the second. A roll call vote was as follows:
Jacob Roebuck-yes, Barry Foster-yes, Judy Stubbs-yes, Jeanine Best-yes, George Peterson-no, Juan Oropesa-yes, Jason Perry-yes, Margaret Kennard-yes, Angela Moore-yes, and the motion passed 8-1 with Councilor Peterson voting no; Councilor Sanchez being absent.

Councilor Stubbs moved to approve Larry Connolly to the ETZ Commission. Councilor Roebuck was the second. A roll call vote was as follows: Jacob Roebuck-yes, Barry Foster-yes, Judy Stubbs-yes, Jeanine Best-yes, George Peterson-no, Juan Oropesa-yes, Jason Perry-yes, Margaret Kennard-yes, Angela Moore-yes, and the motion passed 8-1 with Councilor Peterson voting no; Councilor Sanchez being absent.

Councilor Stubbs moved to approve Mona Kirk to the ETZ Commission. Councilor Moore was the second. A roll call vote was as follows: Jacob Roebuck-yes, Barry Foster-yes, Judy Stubbs-yes, Jeanine Best-yes, George Peterson-no, Juan Oropesa-yes, Jason Perry-yes, Margaret Kennard-yes, Angela Moore-yes, and the motion passed 8-1 with Councilor Peterson voting no; Councilor Sanchez being absent.

Mayor Kintigh’s recommendation to the Roswell Public Library Board of Trustees as follows:

- Alyssa Rogers
- Marcos Nava

Ms. Coll discussed the positions. Councilor Stubbs moved to approve Alyssa Rogers to the Roswell Public Library Board of Trustees. Councilor Best was the second. A roll call vote was as follows: Jacob Roebuck-yes, Barry Foster-yes, Judy Stubbs-yes, Jeanine Best-yes, George Peterson-no, Juan Oropesa-yes, Jason Perry-yes, Margaret Kennard-yes, Angela Moore-yes, and the motion passed 9-0 with Councilor Sanchez being absent.

Councilor Stubbs moved to approve Marcos Nava to the Roswell Public Library Board of Trustees. Councilor Kennard was the second. A roll call vote was as follows: Jacob Roebuck-yes, Barry Foster-yes, Judy Stubbs-yes, Jeanine Best-yes, George Peterson-no, Juan Oropesa-yes, Jason Perry-yes, Margaret Kennard-yes, Angela Moore-yes, and the motion passed 9-0 with Councilor Sanchez being absent.

Proposed Ordinance 20-04 – Consider approval to advertise for a public hearing and vote on Proposed Ordinance 20-04 relating to Industrial Wastewater Regulation updates. Mr. Holloman discussed the proposed ordinance. Councilor Oropesa moved to approve to advertise for a public hearing and vote on Proposed Ordinance 20-04 relating to Industrial Wastewater Regulation updates. Councilor Kennard was the second. Mr. Mediola was present to answer any questions. A roll call vote was as follows: Jacob Roebuck-yes, Barry Foster-no, Judy Stubbs-yes, Jeanine Best-yes, George Peterson-yes, Juan Oropesa-yes, Jason Perry-no, Margaret Kennard-yes, Angela Moore-yes, and the motion passed 7-2 with Councilors Foster and Perry voting no. Councilor Sanchez being absent.

PUBLIC PARTICIPATION ON NON-AGENDA ITEMS
Larry Connolly attempted go-to-meeting.
**CLOSED SESSION**

Closed Session – Hold a closed session, pursuant to NMSA 1978 § 10-15-1H (7) and 1H (8), to discuss attorney-client privilege pertaining to allegations of property damage, personal injury, injury to waterways and water rights, unlawful exercise of government authority, and employment issues; as well as discuss the purchase, acquisition or disposal of real property, specifically vacant land located near the Roswell Air Center, by the public. Councilor Stubbs moved that Council go into closed session, pursuant to NMSA 1978 § 10-15-1H (7) and 1H (8), to discuss attorney-client privilege pertaining to allegations of property damage, personal injury, injury to waterways and water rights, unlawful exercise of government authority, and employment issues; as well as discuss the purchase, acquisition or disposal of real property, specifically vacant land located near the Roswell Air Center, by the public. Councilor Best was the second. A roll call vote was as follows: Jacob Roebuck-yes, Barry Foster-yes, Judy Stubbs-yes, Jeanine Best-yes, George Peterson-yes, Juan Oropesa-yes, Jason Perry-yes, Margaret Kennard-yes, Angela Moore-yes, and the motion passed 9-0 with Councilor Sanchez being absent.

FOR THE RECORD: Recessed at 7:45 p.m. and went into closed session at 7:55 p.m.

Councilor Stubbs stated for the record Council is back in open session at 8:49 p.m.; had a closed session pursuant to NMSA 1978 § 10-15-1H (7) and 1H(8), to discuss attorney-client privilege pertaining to allegations of property damage, personal injury, injury to waterways and water rights, unlawful exercise of government authority, and employment issues; as well as discuss the purchase, acquisition or disposal of real property, specifically vacant land located near the Roswell Air Center, by the public. No action was taken, and no votes cast.

**CITY MANAGER REPORTS/ANNOUNCEMENTS**

Mr. Neeb discussed the annual report and stated that the April 25, 2020 retreat has been cancelled.

**ADJOURNMENT**

Meeting adjourned at 8:52 p.m.

Approved on this 14th day of May 2020.

(City Seal)

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DENNIS KINTIGH, MAYOR

SHARON COLL, CITY CLERK
Special City Council Meeting of the Roswell City Council
Held at the Roswell Convention & Civic Center, Meeting Room A – 912 N. Main St.
April 27, 2020, at 5:30 p.m.

Notice of this meeting was given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 19-37

ROLL CALL

The meeting convened at 5:32 p.m. with Mayor Dennis Kintigh presiding and Councilors Oropesa, Stubbs, Foster, Kennard, Best, Sanchez, Moore, and Roebuck being present. Councilor Perry participated via Go-To-Meeting, and Councilor Peterson being absent.

1. Approval of the agenda - Councilor Stubbs moved to approve the agenda for April 27, 2020, Special City Council meeting as presented. Councilor Foster was the second. A voice vote was 9-0, the motion passed with Councilor Perry participating via Go-To-Meeting, and Councilor Peterson being absent.

MAYOR KINTIGH’s ANNOUNCEMENTS / REPORTS - None

2. PRESENTATION – COVID-19 Update/Finances – Joe Neeb - Mr. Neeb discussed the Budget Overview stating that the City has revised its estimate on GRT and is budgeting for a reduction of 23% GRT for the budget year of 2021. The financial impact to the overall budget is a reduction of $10.3 million for

   Personnel and Operations are expected to include:
   • 5% equivalent decrease for public safety services from last years budget
   • 20% equivalent decrease for all other services from last years budget
   • Additional indirect transfers of $2.2 million from the current budget

Service reductions are being prepared for consideration
• Fewer operation hours and increased fees
• Open positions have been frozen and removed from the budget
• Consideration of retirements, furloughs and/or layoffs of current workers

Projects and capital expenditures will be equally impacted financially
• All projects will be prioritized with many planned projects being delayed due to funding

Mr. Neeb also discussed budget adjustments, the Public Health Emergency Order, reopening city services, managing the workplace for employee safety, identifying where and how workers and citizens might be exposed to COVID-19 in each department or service, and establishing policies, practices, and workplace controls.
3. Resolution 20-27 COVID-19 Recovery Planning – Councilor Foster made a motion to approve Resolution 20-27. Councilor Kennard was the second. Mayor Kintigh discussed several charts he created depicting stats for the state and particularly Chaves County.

After discussion, Council Roebuck made a motion to substitute a resolution he created. Councilor Best was the second.

After discussion, Councilor Perry made a motion to amend the substitute resolution as follows:

- to remove the fourth WHEREAS entirely from the resolution
- in the new fourth WHEREAS strike the word “materially” and replace it with the word “tremendously”
- in the NOW, THEREFORE to strike the word “deems” and replace with the word “believes”
- in the NOW, THEREFORE to strike the word “essential” and replace with the word “crucial”
- in the FURTHER BE RESOLVED to add the word “must” after the word City.

Councilor Kennard was the second.

After a brief discussion, a roll call vote was as follows: Councilor Oropesa-no, Councilor Stubbs-yes, Councilor Foster-no, Councilor Kennard-yes, Councilor Best-yes, Councilor Sanchez-yes, Councilor Moore-no, Councilor Roebuck-no, and Councilor Perry-yes, and the motion passed 5-4 with Councilors Oropesa, Foster, Moore, and Roebuck voting no; Councilor Perry participating via Go-To-Meeting, and Councilor Peterson being absent.

A roll call vote on the motion by Councilor Roebuck to substitute a resolution as amended was as follows: Councilor Oropesa-no, Councilor Stubbs-yes, Councilor Foster-yes, Councilor Kennard-yes, Councilor Best-yes, Councilor Sanchez-yes, Councilor Moore-yes, Councilor Roebuck-yes, Councilor Perry-yes, and the motion passed 8-1 with Councilor Oropesa voting no; Councilor Perry participating via Go-To-Meeting, and Councilor Peterson being absent.

A roll call vote to adopt the substitute resolution was as follows: Councilor Oropesa-no, Councilor Stubbs-no, Councilor Foster-yes, Councilor Kennard-yes, Councilor Best-yes, Councilor Sanchez-yes, Councilor Moore-no, Councilor Roebuck-yes, and Councilor Perry-yes, and the motion passed 6-3 with Councilors Oropesa, Stubbs, and Moore voting no; Councilor Perry participating via Go-To-Meeting, and Councilor Peterson being absent.
CITY MANAGER REPORTS / ANNOUNCEMENTS – Joe Neeb, City Manager, had no other reports or announcements.

The meeting adjourned at 7:26 p.m.

Adopted and approved on the 14th day of May 2020.

City Seal

ATTEST: DENNIS J. KINTIGH, MAYOR

SHARON COLL, CITY CLERK
Regular City Council Meeting

Meeting Date: 05/14/2020

COMMITTEE: N/A

CONTACT: Parker Patterson

CHAIR: N/A

ACTIONS REQUESTED:

Resolution 20-26 - Consider approval of Resolution 20-26 complying with the Open Meetings Act.
(Stubbs/Patterson)

BACKGROUND:

Initiated by: Open Meetings Act - compliance

The City Council has annually approved a resolution to comply with the provisions of the New Mexico Open Meetings Act. The resolution sets the dates, times and places for the regular City Council meetings, and the standing City Council committees. The resolution also provides for reasonable notice of regular meetings, special meetings and emergency meetings, publication of notice and other notice requirements, meeting agendas, telephonic participation, requirements for closed sessions, minutes of meetings, and contact information for disabled persons who want to participate at meetings.

FINANCIAL CONSIDERATION

There are no financial impact.

LEGAL REVIEW:

Aaron Holloman, the previous City Attorney, and Parker Patterson, Interim City Attorney have reviewed Resolution 20-26.

BOARD AND COMMITTEE ACTION:

This resolution has historically been presented to the entire City Council for approval rather than first being referred to a standing committee.

STAFF RECOMMENDATION:

Consider approval of Resolution 20-26.

Attachments

ATT 1 Resolution 20-26 Open Meetings Act
RESOLUTION 20-26

A RESOLUTION PURSUANT TO THE OPEN MEETINGS ACT

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

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

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

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

1. All meetings of the Roswell City Council shall be held at the Roswell Convention & Civic Center, 912 N Main Street, Roswell, New Mexico, or as indicated in the meeting notice.

2. Unless otherwise specified, regular meetings shall be held each month on the second Thursday at 6:00 p.m. The agenda will be available from the City Clerk, whose office is located at City Hall, 425 N. Richardson Avenue, Roswell, New Mexico, at least seventy-two (72) hours prior to the meeting. In addition, for the convenience of its citizens, it is the goal of the City to enhance this process by also posting the agenda on its website located at www.roswell-nm.gov. Notice of any other regular meetings will be given ten (10) days in advance of the meeting date. The notice shall indicate how a copy of the agenda may be obtained.

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

- Finance Committee: first Thursday of each month at 9:00 a.m.
- General Service Committee: fourth Wednesday of each month at 4:30 p.m.
- Infrastructure Committee: fourth Monday of each month at 4:00 p.m.
- Public Safety Committee: Tuesday after regular City Council at 4:30 p.m.
- Legal Committee: fourth Thursday of each month at 4:00 p.m.

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

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

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

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

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

9. In addition to the information specified above, all notices shall include the following language: If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing of meeting, please contact Human Resources at 575-624-6700 if a summary or other type of accessible format is needed.

10. The Council or Committee may close a meeting to the public only if the subject matter of such discussion or action is exempt from the open meeting requirement under Section 10-15-1 (H) of the Open Meetings Act.
   
   a. If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the Council or Committee taken during the open meeting. The authority for closure and the subjects to be discussed shall be stated in the motion for closure, and the vote on closure of each individual member shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in a closed meeting.

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

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

PASSED, ADOPTED AND APPROVED this 14th day of May 2020.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk
ACTION REQUESTED:
Resolution 20-27 – Consider approval of Resolution 20-27 the Creation of the Keep Roswell Beautiful Community Board (Stubbs/Patterson/ Pantoja)

BACKGROUND:
Initiated by: Thalia Pantoja

In order for Keep Roswell Beautiful to be considered an affiliate of Keep America Beautiful, a leadership board must run it. This board will recommend the development and improvement of programs, initiatives and events of Keep Roswell Beautiful. They will work alongside a designee from the city to host grant-funded events and programs. They will also work with city designee to complete all required programming and reports to maintain affiliate status with Keep America Beautiful. The goal of this board will be to lead programs, events and projects that lead to beautification, increased education that lead to a cleaner and less wasteful Roswell.

FINANCIAL CONSIDERATION
The board itself has no cost. All events, programs and initiatives hosted by Keep Roswell Beautiful shall be paid through funding received from the New Mexico Clean and Beautiful Grant or outside sponsors. NM Clean and Beautiful Grant requires a 25% match on award amount.

LEGAL REVIEW:
The proposed resolution has been review by the Interim City Attorney.

Resolutions must be approved by a majority of all members the Governing Body.

BOARD AND COMMITTEE ACTION:
The Legal Committee recommended (4-0) approval at their meeting on April 23, 2020.

STAFF RECOMMENDATION:
Consider approval of Resolution 20-27 the Creation of the Keep Roswell Beautiful Community Board.
RESOLUTION 20-27

A RESOLUTION FOR THE CREATION OF THE KEEP ROSWELL BEAUTIFUL COMMUNITY BOARD

Whereas, the City Council as the local governing body of the City of Roswell (“City Council”) recognizes that Keep Roswell Beautiful is an important change maker for the City of Roswell (“City”); and

Whereas, and the City Council believes the creation of a board for Keep Roswell Beautiful to make to help lead programs, events, and projects that lead to beautification, information, and a cleaner and less wasteful Roswell; and

Whereas, the City Council desires to create a Keep Roswell Beautiful board.

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

1. Creation of the Keep Roswell Beautiful Board. The Keep Roswell Beautiful board for the City of Roswell is hereby created pursuant to provisions of this Resolution.

2. Purpose and authority.

   (a) The Board is established and authorized to make recommendations to the City Council and the City Manager. These recommendations shall concern the development and improvement of programs, initiatives, and events of Keep Roswell Beautiful.

   (b) The Board shall also make recommendations concerning the Keep Roswell Beautiful program. It shall consider and make recommendations concerning the events, programs, and grant projects.

3. Limitations. The Board shall not have any supervisory or management authority over any City employee or any party who contracts with the City nor shall the represent or have authority to act on behalf of the City in those dealings. The Board shall abide by Roswell City Code Sections 2-96–2-105, the Open Meetings Act, and Resolution 17-49 and as adopted by the City Council except as noted in this Resolution.

4. Term of office; initial appointment; compensation. The Board shall be made up of five persons. Board members shall serve for a two-year term except that the initial terms of two members shall be appointed for a one-year term to provide for staggered terms. Thereafter the terms shall be fixed at two years, and the terms for each member shall expire either in even numbered years or in odd numbered years to begin on April 1. No member shall be appointed by the City to serve more than two consecutive two-year terms. All five initial Board Members shall be acted upon as a whole.

5. Staff participation in Keep Roswell Beautiful meetings. Board meetings shall be held at a date, time, and location designated by staff in consultation with the members of the Board. The City Manager or Designee shall attend and participate in all meetings, as an ex officio member, and shall forward any Board recommendations to the appropriate City Council Committee for consideration. Upon request, staff shall provide non-
confidential information to the Board to aid in their deliberations. A Board member shall keep minutes of the meeting and shall present those minutes for review and approval by the Board on a regular and timely basis.

6. Appointment considerations.

   a. While membership on the Board may be appropriately extended to any qualified person with an interest in Keep Roswell Beautiful, it is the express policy of the City Council not to appoint persons who have a significant financial interest in the anticipated considerations of the Board. Nominees for the Board shall be persons interested in the betterment of Roswell through litter control, recycling, and beautification projects.

   b. At least one position, but not more than two, shall be filled by members of the governing body.

7. Procedures. The approved minutes of proceedings shall be kept on file in the office of the City Clerk. The Board’s meetings shall be held within the corporate limits of the City of Roswell subject to customary State and City requirements for public access and notice. The Board shall meet at least quarterly and at such other times as the Board shall determine useful to the conduct of its business.

8. Board members as volunteers. Board members serve strictly as volunteers and serve at the will of the governing body with no compensation, reimbursement or authority other than advisement to the Mayor and City Council.

PASSED, ADOPTED, SIGNED and APPROVED the ___ day of May, 2020.

CITY SEAL

__________________________
Dennis Kintigh, Mayor

ATTEST:

__________________________
Sharon Coll, City Clerk
Regular City Council Meeting
Meeting Date: 05/14/2020
COMMITTEE: Legal
CONTACT: Parker Patterson CHAIR: Judy Stubbs

ACTION REQUESTED:
Resolution 20-28 – Consider approval of Resolution 20-28 implementing a Business Revolving Loan Program. (Stubbs/Neeb)

BACKGROUND:
Initiated by: Joe Neeb
The goal of the Roswell Opportunity for Advancement Revolving Fund is to provide a financial resource that will compliment sources of financial assistance in the private and public arena which will result in an enhanced and more fully developed economy in the City. ROAR is intended to participate in conjunction with commercial and public lenders, in projects that present expanded employment opportunities within the City of Roswell, improves the economic vibrancy of any commercial business district of Roswell, or allows for the efficient operation of the Roswell-Chaves County Economic Development Corporation (RCCEDC) which meet the criteria, standards and policies set forth in this resolution.

FINANCIAL CONSIDERATION
The City will provide seed money to the RCCEDC in the sum of $150,000.00. The funds provided shall be from funds approved for use in creating and maintaining Economic Development within the City. RCCEDC may request additional assistance from the City Council for any project that does not meet the thresholds established by the R.O.A.R. policy guidelines.

LEGAL REVIEW:
Aaron Holloman, the previous City Attorney reviewed this resolution.
The Resolution allows for the City to assist local businesses.

BOARD AND COMMITTEE ACTION:
The Legal Committee recommended (4-0) approval at their meeting on April 23, 2020.

STAFF RECOMMENDATION:
Consider approval of Resolution 20-28 implementing a Business Revolving Loan Program.

Attachments
ATT 1 Resolution 20-28 ROAR
ATT 2 Resolution 20-28 ROAR Loan ExA
RESOLUTION 20-28

A RESOLUTION OF THE ROSWELL CITY COUNCIL ESTABLISHING THE ROSWELL OPPORTUNITY ADVANCEMENT REVOLVING FUND

Whereas, the City had established a Revolving Loan Fund using Community Development Block Grant Economic Development set-aside funds in 1988 under Resolution No. 2070; and

Whereas, the funds received for that program are subject to limitations on use and may not be freely distributed within the City financial system and remain unused; and

Whereas, the City now desires to re-employ these funds to fulfill the original purpose by creating the Roswell Opportunity for Advancement Revolving Loan (“ROAR”) project fund to provide ancillary sources of loans to expand employment opportunities within the City of Roswell and improve the economic vibrancy of any commercial business district of Roswell; and

Whereas, the ROAR project will be a joint venture between the City and the Roswell-Chaves County Economic Development Corporation (“EDC”); and

Whereas, the City believes implementing the ROAR project will be beneficial to commercial enterprise within the City of Roswell.

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

1. The City Council wishes to re-establish the revolving loan program and hereby establishes the Roswell Opportunity Advancement Revolving Loan (“ROAR”) project fund.

2. The City Council hereby directs that the funds received and designated in Resolution 2070 be employed for the purpose of this project, which is consistent with the original grant, disbursement, and allocation.

3. The City Manager is to work with the EDC to coordinate on the implementation and execution of this program.

4. In implementing this program, the City Council hereby adopts the policies and procedures set out in Exhibit A, which may be modified to the extent that they do not alter the underlying purpose. Any changes should be reviewed by City Council annually.
5. The City Manager is hereby directed to take what steps necessary to enact this program in conjunction with the Roswell-Chaves County Economic Development Corporation.

PASSED, ADOPTED, SIGNED and APPROVED________________, _____.

CITY SEAL

____________________________
Dennis Kintigh, Mayor

ATTEST:

______________________
Sharon Coll, City Clerk
1. STATEMENT OF PURPOSE

The purpose of this resolution is to set forth the criteria, standards and policies to be addressed and followed prior to commitment of city gross receipts tax revenue for purposes of promotion of the City of Roswell. The purpose of the establishment of these criteria, standards and policies is to assist in insuring that public gross receipts tax monies are committed to eligible economic development projects through the Roswell Opportunity for Advancement Revolving Fund.

2. GOAL OF ROAR

The goal of the Roswell Opportunity for Advancement Revolving Fund is to provide a financial resource that will compliment sources of financial assistance in the private and public arena which will result in an enhanced and more fully developed economy in the City. ROAR is intended to participate in conjunction with commercial and public lenders, in projects that present expanded employment opportunities within the City of Roswell, improves the economic vibrancy of any commercial business district of Roswell, or allows for the efficient operation of the Roswell-Chaves County Economic Development Corporation (RCCEDC) which meet the criteria, standards and policies set forth in this resolution.

3. ELIGIBILITY REQUIREMENTS

Any for profit and non-profit business that is a commercial or industrial business creating new and additional primary jobs or results in a saving of jobs, which will result in more employment opportunities inside Roswell (or in the Roswell area if the project is deemed site specific requiring a location outside of the Roswell city limits which is based upon natural resources or other unique circumstances), and improves a building to meet the Roswell, New Mexico and International Building Codes, will be eligible to apply for a loan from the Roswell Opportunity for Advancement Revolving Fund. The term “primary jobs” is defined as “jobs which provide goods and services that shall be primarily exported from the area, gain market share from imports to the area, or meet an unmet need in the area resulting in the businesses which bring new income into the area, stimulate other businesses, or assist the Roswell community in the diversification and stabilization of its own economy.
EXHIBIT A to Resolution No. 20-28

4. USE OF LOAN FUNDS
Proceeds from a Roswell Opportunity for Advancement Revolving Fund loan may be used for any of the following purposes:

(a) Land acquisition and related development.
(b) Building construction, acquisition or related remodeling projects.
(c) Acquisition of equipment (excluding rolling stock) for use in the commercial or light industrial business of the applicant).
(d) Promotion and enhancement of Roswell Industrial Parks and properties.
(e) Operating capital for the RCCEDC for a minimum period of 5 years from current year through 2025 provided as a grant.

Requests for refinancing of existing debt will not be considered and are ineligible purposes for a ROAR loan.

5. TARGETING CRITERIA.
The Finance Committee of the RCCEDC will review, evaluate, and make decisions on each ROAR application and provide a recommendation to the RCCEDC Executive Committee, Board of Directors. The Finance Committee shall consider the following targeting criteria along with other factors deemed by the Committee appropriate with each ROAR application:

(a) First priority shall be given to eligible applicants who are existing commercial or light industrial businesses located in the City of Roswell, which propose to either improve or expand and relocate to a more appropriate location in the City of Roswell.
(b) Second priority shall be given to eligible applicants that propose to relocate an existing commercial or light industrial business to the City of Roswell, from an area outside of the City of Roswell.
(c) Third priority shall be given to: (i) eligible applicants who propose a startup commercial or light industrial business in the City of Roswell, and (ii) to eligible BFR Loan applicants. The initial allocation of funds to the ROAR Loan Fund Program shall be $200,000, and the BFR Loan Program shall be $50,000.00, which allocation may be reviewed, renewed, increased or decreased by the Roswell City Council from time to time as determined by the Council.
(d) Added priority shall be given to a business located in, or in the process of relocation to any Roswell Industrial Parks city properties, it being the policy of the City of Roswell to give the highest possible priority, in addition to the above criteria, to business development in any Roswell Industrial Park or city properties.

6. THE ROAR BUSINESS FACADE REHABILITATION LOAN PROGRAM (the “ROAR BFR Loan”).
The goal of the ROAR BFR Loan Program is to stimulate private investment into projects which enhance or preserve the exterior appearance of building facades or interior structure of a building located within any commercial district of Roswell.
EXHIBIT A to Resolution No. 20-28

To accomplish program goals, low-interest ROAR BFR Loans will be made available to eligible property owners and/or tenants. Joint financing (the “Joint Loan”) with commercial banks (the “Primary Lender”) is encouraged under the ROAR BFR Loan Program.

(a) ELIGIBILITY REQUIREMENTS: Owners and tenants of existing commercial property (excluding rental property used primarily for dwelling units (i.e. apartments, located within the boundaries of any commercial district) are eligible to apply for ROAR BFR Loans. Tenants of commercial property must provide documentation of the real property owner’s consent to the improvements at the time of written application. Written consent may either be in the form of a valid written lease indicating the lessee’s responsibility for property renovations and repair or documentation of the real property owner’s agreement to the proposed rehabilitation. If the security for the ROAR BFR Loan will be real property, the property owner must sign a mortgage or other necessary documents. Applicants must have a Primary Lender in place prior to application (if a Joint Loan) and/or must demonstrate adequate borrower's matching funds.

(b) MEMBERSHIP IN THE RCCEDC: Recipients of the ROAR Fund or BFR loan programs are required at a minimum to become members of the RCCEDC for the duration of the loan.

(c) USE OF LOAN FUNDS: Proceeds from the ROAR BFR Loan may be expended for any of the following purposes:

1. Facade Painting;
2. Exterior Wall Cleaning and Restoration;
3. Repair, Add or Replace Awnings;
4. Repair, Add or Replace Windows and/or Window Treatments;
5. Repair, Add or Replace Doors;
6. Repair, Add or Replace Signage (must not be the exclusive reason for the loan);
7. Facade and Display Window Lighting;
8. Architectural and Engineering Design Services;
9. Removal of old signs, awnings, and other exterior clutter;
10. Installation of permanent Landscaping;
11. Handicapped Accessibility;
12. Fire Suppression Systems
13. Public Access Improvements;
14. Building permits and Fees;
15. Any other conditions to meet current standards of the Roswell Building Codes.
EXHIBIT A to Resolution No. 20-28

City Manager

(d) FINANCING POLICIES: The following financing policies shall apply to ROAR BFR Loans:

1. The maximum ROAR BFR Loan for a single store front rehabilitation project is $10,000 or 50% of the project cost, whichever is less, per tenant or property owner per year. There is no maximum project cost, and the loan by the Primary Lender may exceed $10,000.
2. The Primary Lender and/or borrower (or a combination of each) may not fund less than 50% of total project cost.
3. The minimum ROAR BFR Loan is $2,500.
4. The Primary Lender will determine the equity injection requirement by the borrower in a Joint Loan.
5. ROAR BFR Loan interest rates will be a maximum of US Treasury rate plus 3% per annum.
6. The term of the ROAR BFR Loan will not exceed five years.
7. The ROAR BFR Loan will be secured by a real estate mortgage.
8. All borrowers will be required to maintain adequate fire, liability and hazard insurance, naming the Primary Lender (if any) and the RCCEDC as creditor loss payees.
9. ROAR BFR Loans will be offered on a first come, first served basis.

(e) APPLICATION AND REVIEW PROCESS: Application forms for a ROAR BFR Loan can be obtained from Roswell area commercial banks or from the City of Roswell.

1. Applicants will submit a completed ROAR BFR Loan application and all supporting documents to the Primary Lender (for a Joint Loan), or directly to the RCCEDC (non-Joint Loan).
2. Preliminary plans, color samples, awning, sign designs, preliminary contractor bids and budget should be submitted with completed application.
3. The Primary Lender (Joint Loan) and RCCEDC Finance Committee shall review the application for completeness and shall notify the applicant what further or additional information is required from the applicant, if any, before the Primary Lender and Finance Committee will declare the application complete.
4. In a Joint Loan, the Primary Lender will complete the financial analysis of the applicant, and the RCCEDC Finance Committee and Executive Committee may: (i) rely upon the Primary Lender’s financial records and documentation; (ii) adopt the Primary Lender’s loan approval requirements, in whole or in part, and add further loan approval conditions; and (iii) declare the ROAR BFR Loan application complete upon the basis of reference to the financial or other analysis contained in the Primary Lender’s documentation without inclusion of financial or other information.
EXHIBIT A to Resolution No. 20-28

5. Upon the Primary Lender (Joint Loan) and RCCEDC Finance Committee declaring the application complete, the RCCEDC Finance Committee shall review the application and make a recommendation to the RCCEDC Executive Committee for approval or denial within 30 days.

The RCCEDC Executive Committee shall, within 30 days of the date of the joint Committee recommendation, either approve or deny the application.

(f) CREDIT CRITERIA: The RCCEDC Finance Committee will base its recommendation to the RCCEDC Executive Committee on the following criteria:

1. The applicant must meet the eligibility and design requirements of the ROAR BFR Loan program.
2. The applicant must show the ability to service the debt.
3. The applicant must have the ability to manage and show commitment to the ROAR BFR Loan project.
4. The payment history of the applicant with other lenders and creditors must be satisfactory.
5. The review of the proposed collateral must be satisfactory.
6. The credit history of the borrowers and any guarantors of the loan must be satisfactory.
7. The applicant and the ROAR BFR Loan application must meet such other ROAR loan criteria as the RCCEDC Finance Committee may from time to time deem applicable on a case by case basis.

(g) APPROVAL OF THE BFR LOAN APPLICATION:
If a ROAR BFR Loan application is approved by the RCCEDC the usual ROAR post-approval procedures stated in Paragraph 9, APPROVAL OF APPLICATIONS, below will apply, except as follows: (i) the ROAR BFR Loan project must be started within 60 days after loan approval, unless a special schedule is approved; and (ii) if the loan is a Joint Loan, a joint loan agreement between the primary lender, RCCEDC, and the borrower must be executed as part of the loan documents.

(h) PROGRAM CONDITIONS:

1. Loan proceeds will be disbursed after all improvements are complete. Applicant must present proof showing that all project costs have been paid in full and that all contractors have executed waivers of mechanic’s liens.
2. Qualified and insured contractors with appropriate contractor’s license and certification must perform all structural work.
EXHIBIT A to Resolution No. 20-28

3. All improvements must conform with the City and International Building Codes, and the proposed project may be subject to design review by the City of Roswell.

4. Participants will be asked to display a sign provided by the RCCEDC. The sign shall be placed on the premise and be viewable by the general public. The sign shall be posted from the date of the Loan Agreement until the final disbursement of loan funds or until 30 days after the completion of the project. The sign shall read: “A Successful Participant of the Roswell-Chaves County Economic Development Corporation and the City of Roswell Business Facade Rehabilitation Loan Program.”

7. FINANCING POLICIES FOR NON-BFR ROAR LOANS.

The following financing policies shall direct the RCCEDC in its review, evaluation, and decision making process on ROAR applications other than ROAR BFR Loans:

(a) To the extent practical, loan amounts will be based upon the formula of $5,000 per new, full-time equivalent job created or existing job retained. This standard may be waived by the RCCEDC at the time of application approval, if the project presents an unusual opportunity or set of unique circumstances for promotion of the City of Roswell.

(b) Applicants shall demonstrate through appropriate documentation that a ROAR loan is justified on the basis of either a financing gap that precludes the project from moving forward to completion without such a loan, or that there exists an unacceptable rate of return on investment based upon market investment interest rates.

(c) The maximum amount of ROAR funds loaned to a single applicant shall be the minimum amount needed to move the project forward to completion in light of other public and private financing sources available as determined by the RCCEDC Executive Committee.

(d) Terms for repayment of ROAR loans will be based on the minimum needs of the applicant, the recapitalization needs of the Roswell Opportunity for Advancement Revolving Fund, and the collateral requirements of the loan. Loan terms shall not exceed the depreciable life of the asset(s) pledged as collateral, but in no event shall a loan term exceed ten (10) years.

(e) The interest rate of a ROAR loan shall be structured on a case by case basis and will be determined by the RCCEDC based upon the minimum needs of the applicant and the recapitalization needs of the ROAR Fund. The factors for consideration, among others, are set forth in the ROAR Interest Rate Matrix attached hereto and made part hereof.

(f) Applicant equity shall be based upon a combination of the total financial position of the applicant and the equity in the funded project.
EXHIBIT A to Resolution No. 20-28

(g) ROAR loans shall be collateralized by fixed assets of the applicant as determined by RCCEDC Finance Committee based upon the value of such assets as determined by a qualified appraiser. The minimum security position for a ROAR loan shall be a second mortgage or security interest, as the case may be, upon the loan collateral.

(h) A ROAR loan origination fee may be levied in an amount equal to one percent of the loan amount plus the actual cost of any and all settlement costs and fees incurred by the Roswell Opportunity for Advancement Revolving Fund for the processing, approval, and closing of the loan. The RCCEDC may waive, in whole or in part, the loan origination fee or costs in its discretion.

(i) Restructuring or modification of the terms of a ROAR loan shall be considered on a case by case basis by the RCCEDC as needed.

(j) The interest rate of ROAR loans may be adjustable after the first two years of the loan upon the basis of such factors as the borrower's performance in accordance with the business plan which is a part of application upon which the loan was originally approved, the creation or non-creation of jobs, and the financial position and progress of the borrower. If the interest rate is adjustable, the specific basis for interest rate adjustment shall be set forth in the loan documents and agreements between the RCCEDC and the borrower.

8. APPLICATION AND REVIEW PROCESS FOR NON-BFR ROAR LOANS.

Application for a ROAR loan other than a ROAR BFR Loan shall be made on forms available from the RCCEDC. Applicants will submit a completed application and all supporting financial documentation to the RCCEDC, who shall review the application for completeness and shall notify the applicant what further or additional information is required from the applicant, if any, before the committee will declare the application complete. Upon the committee declaring the application complete, the RCCEDC Finance Committee shall review the application and shall, within 45 days thereafter, make a recommendation to the RCCEDC Executive Committee for approval or denial of the application. The Executive committee shall, within 15 days of the date of the committee recommendation to the RCCEDC Board of Directors, either approve or deny the application. No application shall be declared complete unless it includes the following information:

(a) Applicant’s name and address;
(b) Names, addresses, resumes, and references of owners, investors, and management of the business;
(c) Articles of incorporation and bylaws or other agreements that describe the legal operation or structure of the business;
(d) Name and address of the owner or operator of the business during the term of the loan;
(e) A business plan which contains information regarding the products or services to be offered by the applicant; job descriptions with attendant salary or wage information by job category; educational requirements by job category; methods of accounting, financing, marketing, sales merchandising and other disciplines proposed to be used for business growth and expansion;

(f) Letters of commitment from all participating commercial and/or public funding sources;

(g) Up to three years of historical balance sheets, cash flow statements, income statements, and federal income tax returns as are applicable to the individual loan application;

(h) Pro forma balance sheets, cash flow statements, and income statements for the term of the loan, or for a period of three years, whichever is less;

(i) A statement of licensing requirements and proof of compliance;

(j) Assurance of compliance with local zoning laws and building codes, and that the necessary public utilities are available or will be available when needed by the project;

(k) Approximate date construction will commence, construction completion date, and the date by which the project will be fully operational;

(l) Documentation that the preliminary design stage has been completed; and,

(m) Any other information as required by the RCCEDC Finance committee in order to make a sound loan decision.

9. APPROVAL OF APPLICATIONS FOR ALL ROAR LOANS (INCLUDING ROAR BFR LOANS).

In the event an application is approved by the RCCEDC, the RCCEDC and the applicant shall execute such agreements and documents as necessary which shall provide the rights and responsibilities of all parties and the terms and conditions of the loan. The agreements and documents shall be prepared by a licensed local Attorney, and the cost of preparation and the review of further documents necessary to the closing of the loan shall be paid by the applicant as part of the costs of the loan. There shall be no commitment of a ROAR loan without the specific resolution of the RCCEDC Board of Directors, notwithstanding any assurance, guarantee, communication or representation to the contrary.

10. CONFIDENTIALITY

The application and supporting documents submitted to the RCCEDC shall be the property of the RCCEDC. To the extent permitted by law, said documents shall be handled by in a confidential manner.
11. RECAPITALIZATION OF ROAR

The Roswell Opportunity for Advancement Revolving Fund shall initially be capitalized with gross receipts tax revenues appropriated by the City of Roswell. Recapitalization of the fund may be realized by the following:

(a) Additional appropriations by the City.
(b) Any grants, bequests or private contributions.
(c) Loan origination fees.
(d) Loan repayment proceeds of principal and interest.

Public grants which generate program income as defined by the grantor (e.g. CDBG), to which federal or state requirements are attached which restrict their expenditure and/or cause burdensome reporting requirements shall not be co-mingled with ROAR funds. Instead, such funds shall be deposited and administered under a separate account by the RCCEDC.

12. SERVICING FOR ALL ROAR LOANS (INCLUDING ROAR BFR LOANS)

ROAR loans shall be repaid in accordance with an escrow agreement, or in the case of ROAR BFR Joint Loan, a Joint Loan agreement, prepared as part of the loan documents by a local Attorney naming an independent escrow agent which shall be chosen by the borrower and approved by the RCCEDC. The escrow agent shall, in accordance with the escrow agreement, receive loan payments and account for all proceeds, interest and principal, to the RCCEDC and the borrower. The escrow agent shall remit all proceeds received to the RCCEDC. The Primary Lender may act as escrow agent for ROAR BFR Joint Loan, and loan payments may be submitted directly to the RCCEDC by the Primary Lender as designated in the Joint Loan agreement.

In the event that the borrower requests any modification or change of any loan term or condition, including without limitation variations in security position, insurance requirements, payment dates or amounts, or the like, or if there arises a need for management of insurance proceeds in the event of damage or loss or such other insurable event, the borrower shall notify the then RCCEDC Board Chairman and the loan servicing request shall be handled on an as-needed, case by case basis by the RCCEDC. Any and all changes in loan terms or conditions of any kind whatsoever, and any disbursement of insurance proceeds requiring RCCEDC approval by the terms of the loan or the insurance policy, shall be considered by the RCCEDC Finance Committee and submitted to the RCCEDC Executive Committee for action upon committee recommendation. Under a ROAR BFR Joint Loan, the consent of the Primary Lender may also be required.
Regular City Council Meeting 19.
Meeting Date: 05/14/2020
COMMITTEE: Finance
CONTACT: Monica Garcia CHAIR: Jason Perry

ACTION REQUESTED:

BACKGROUND:
Initiated by: Joe Neeb

As we face times of trouble, it reminds us of the importance to protect our critical infrastructure and the need to develop robust policies to assure that the City’s public safety departments are prepared to respond to attacks to its systems.

FINANCIAL CONSIDERATION
This Resolution allows for a portion of public safety expenses related to the protection of critical infrastructure to be accounted for as a direct expense in the enterprise funds.

LEGAL REVIEW:
Resolution 20-30 has been reviewed by the Interim City Attorney.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended (4-0) approval at their meeting on May 7, 2020.

STAFF RECOMMENDATION:

Attachments
ATT 1 Resolution 20-30 Critical Infrastructure REDLINE
ATT 2 Resolution 20-30 Critical Infrastructure CLEAN
PROPOSED RESOLUTION 20-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSWELL
CREATING A CRITICAL INFRASTRUCTURE SECURITY AND RESPONSE
POLICY ON UTILITY PLANTS, COLLECTION/DISTRIBUTION SYSTEMS AND
AIRPORT INFRASTRUCTURE

Whereas, pursuant to NMSA 1978, § 3-18-1(F), a municipality may “protect generally the
property of its municipality and its inhabitants” establish the general powers of a municipality which
includes protecting the property of its municipality and its inhabitants;

Whereas, the Roswell City Council determines that infrastructure including utility plants, the
airport, and all the such supporting infrastructure are critical to the health, safety, and wellbeing of
the City and its citizens and therefore desires to desires to provide for and increase protection of its
critical infrastructure— including the utility plants and infrastructure, the airport and its infrastructure; and

Whereas, it is important to dedicate specific City resources to its protection and to provide
specific training associated with the operation, and management, support, and protection of this
critical infrastructure.

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

1. The Roswell City Council requests the City Manager to add additional security measures for
the utility and airport enterprises. These measures are required to protect the City of
Roswell’s public health and safety from domestic terrorism and other hazards specific to the
critical infrastructure.

2. Police, Fire, Communication and Emergency Service departments shall establish policies
and procedures regarding patrols, periodic inspections and specific response plans for the
utility plants, collection/distribution systems and airport infrastructure.

3. The City Manager is authorized to make the necessary adjustments to the budgets and
allocate appropriate funding as a direct expense to cover the cost of operations and training
necessary to complete these tasks. Further, the City Manager is authorized to periodically
check to assure that proper funding remains adequate for any future changes in cost for
services and provide recommendations to maintain proper levels.

PASSED, ADOPTED, SIGNED and APPROVED ________________.

CITY SEAL

___________________________
Dennis Kintigh, Mayor

ATTEST:

___________________________
Sharon Coll, City Clerk
AN ORDINANCE AMENDING THE ROSWELL CITY CODE CONCERNING INDUSTRIAL WASTEWATER REGULATION

Whereas, the City of Roswell maintains a municipal sewer system and has adopted regulations pertaining to the use of the sewer system for certain industrial users pursuant to the authority granted by NMSA 1978, § 3-27-3;

Whereas, the City of Roswell now desires to update those regulations to comport with recommendations made by the U.S. Environmental Protection Agency’s model ordinance; and

Whereas, the City believes that the changes will help to protect its water facilities from pollution, serve the public, and be in the best interest of the city as a whole.

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

SECTION 1. THE ROSWELL CITY CODE SECTION 26-57 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-57. - Definitions and abbreviations.

(a) Unless otherwise indicated by specific context, the meanings of the terms in this division are as follows:

Act or the Act means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended (33 United States Code § 1251 et seq.).

Approval authority means the regional administrator for the environmental protection agency or his authorized representative.

Authorized representative of industrial user means an authorized representative of an industrial user may be:

(1) A principal executive officer of at least the level of vice-president, if the industrial user is a corporation;

(2) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater permit requirements

(3) A general partner or proprietor if the industrial user is a partnership or proprietorship, respectively;
(4) A duly authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the indirect discharge originates.

Batch discharge means any indirect discharge at an inconsistent rate in a quantity or quality less than a slug discharge.

Best Management Practices or BMP means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Sections 26-64 and 26-65. BMP include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks sludge or waste disposal, or drainage from raw materials storage.

B.O.D., BOD, BOD5 (denoting biochemical oxygen demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter by standard methods procedure in five days at 20 degrees centigrade expressed in milligrams per liter (mg/l).

Building drain means the part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer beginning two feet outside the building wall.

Building sewer means the extension from the building drain to the public sewer or other place of disposal.

Categorical Pretreatment Standard or Categorical Standard. Any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307 and of the Act (33 U.S.C. section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

C.O.D., COD (denoting chemical oxygen demand) is a measure of the oxygen-consuming capacity of organic and inorganic matter present in wastewater expressed as the amount of oxygen consumed from a chemical oxidant as under standard laboratory procedure in milligrams per liter (mg/l).

Composite sample means combination of individual samples of water or wastewater taken at selected intervals (generally hourly or some similar specified period), to minimize the effect of the variability of the individual sample. Individual samples may have equal volume or may be roughly proportional to the flow at time of sampling.

Control authority means the approval authority and/or the director in an approved city pretreatment program under the provisions of 40 CFR., 403.11.

Cooling water means the water discharged from any use such as air conditioning, cooling or refrigeration or to which the only pollutant is heat.

Direct discharge means the discharge of treated or untreated wastewater directly to the ground or surface waters of the state.

Director means the city manager or his authorized representative.
CLEAN VERSION

Environmental Protection Agency or EPA means the U.S. Environmental Protection Agency, or where appropriate, the term may also be used as a designation for the administrator or other duly authorized official of said agency.

Garbage means solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storing and sale of produce.

Grab sample means a sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.

Hazardous waste means substances, materials, waters or wastes which are hazardous as defined by 40 CFR Part 261 and/or any other applicable state or federal regulation.

Holding tank waste means any wastes from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks and vacuum-pump tank trucks.

Indirect discharge. The discharge or the introduction of nondomestic pollutants from any source regulated under Section 307 or of the Act (33 United States Code § 1277), into the POTW (including holding tank waste discharged into the public sewer).

Industrial liquid wastes means all waterborne solids, liquids or gaseous wastes resulting from any industrial, manufacturing or food processing operation or process, or from the development of any natural resource, or any mixture of these with water or domestic wastewater as distinct from normal domestic wastewater. Industrial manufacturing processes shall include, but are not limited to: ordinance; and accessories; food and allied products; tobacco manufacturers; textile mill products; apparel and other finished products, furniture and fixtures; printing; publishing and allied industries; chemicals and allied products; petroleum refining and related industries; rubber and miscellaneous plastics products; leather and leather products; stone, clay, glass, and concrete products; primary metal industries; fabricated metal products, machinery and transportation equipment; electrical machinery, equipment and supplies; transportation equipment professional, scientific and controlling instruments; photographic and optical goods; watches and clocks; miscellaneous manufacturing industries.

Industrial user means any user who discharges industrial liquid wastes into the city's POTW.

Interference means the inhibition or disruption of the POTW treatment processes or operations which contributes to a violation of any requirement of the city's NPDES permit. The term includes prevention of wastewater sludge use or disposal by the POTW in accordance with Section 405 of the Act (33 U.S.C. 1354), or any criteria, guidelines or regulations developed (present or future) pursuant to the Solid Waste Disposal Act (SWDA), the Clean Air Act, the Toxic Substances Control Act, or more stringent state criteria (including those contained in any state sludge management plan prepared pursuant to Title IV of SWDA) applicable to the method of disposal or use employed by the POTW.

Limits means local limits and pretreatment standards.

Local limits means the limits on the discharge or regulation of pollutants to the POTW as developed by the director.
Monitoring facility means any facility required to be installed to meet the requirements of
the pretreatment program. This includes cleanouts, sample ports, mini manholes, manholes,
samplers, meters and other facilities or appurtenances to facilitate observation, sampling and
measurement of wastes as required by the director.

Municipal sewer system means all sanitary sewers, pumping stations, sewage treatment
plants, main sewers, interceptor sewers, outfall sewers, and works for the collection,
transportation, pumping and treatment of wastewater, sewage and/or industrial liquid wastes
thereto, necessary in the maintenance and operation of the same.

National Categorical Pretreatment Standard or pretreatment standard means any (present or
future) regulation containing pollutant discharge limits promulgated by the EPA in
accordance with Section 307 and of the Act (33 U.S.C. 1317) which applies to a specific
category of industrial users.

National Prohibitive Discharge Standard or prohibitive discharge standard means any
(present or future) regulation developed under the authority of 307 of the Act and 40 CFR,
Section 403.5.

National Pollution Discharge Elimination System or NPDES permit means a discharge
permit issued by the approval authority pursuant to Section 402 of the Act (33 U.S.C. 1342).

Natural outlet means any outlet into a watercourse, pond, ditch, lake or other body of surface
or groundwater.

New source means:

(1) Any building, structure, facility, or installation from which there is (or may be) a
discharge of pollutants, the construction of which commenced after the publication of
proposed Pretreatment Standards under section 307 of the Act that will be applicable to
such source if such Standards are thereafter promulgated in accordance with that section,
provided that:

a. The building, structure, facility, or installation is constructed at a site at which no
other source is located; or

b. The building, structure, facility, or installation totally replaces the process or
production equipment that causes the discharge of pollutants at an Existing Source;
or

c. The production or wastewater generating processes of the building, structure, facility,
or installation are substantially independent of an Existing Source at the same site. In
determining whether these are substantially independent, factors such as the extent to
which the new facility is integrated with the existing plant, and the extent to which
the new facility is engaged in the same general type of activity as the Existing Source,
should be considered.

(2) Construction on a site at which an Existing Source is located results in a modification
rather than a New Source if the construction does not create a new building, structure,
facility, or installation meeting the criteria of Section (1) or above but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a New Source as defined under this paragraph has commenced if the owner or operator has:

a. Begun, or caused to begin, as part of a continuous onsite construction program

(i) any placement, assembly, or installation of facilities or equipment; or

(ii) significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

Normal domestic wastewater means waterborne wastes normally discharging from the sanitary conveniences of buildings (including apartment houses and hotels), office buildings, factories and institutions, free from storm surface water and industrial wastes. Normal domestic wastewater for the city shall be wastewater with an average concentration of five-day BOD is established at 200 milligrams per liter (mg/l); the average concentration of suspended solids is established at 200 milligrams per liter (mg/l).

pH means the negative logarithm of the concentration of hydrogen ions in grams per liter of a solution.

Pass through means a discharge which exits the POTW into waters of the United States in quantities of concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation).

Pollutant means any dredged spoil, solid waste, incinerator residue, wastewater, garbage, wastewater sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, city and agricultural waste discharged into water.

Pollution means the man-made or man-induced alteration of the chemical, physical, biological, thermal, and radiological integrity of water.

Pretreatment or treatment means the reduction of the amount of pollutants, the removal of
pollutants or the alteration of the nature of pollutant properties in wastewater to a less
harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into
the POTW. The reduction or alteration can be obtained by physical, chemical or biological
processes or process changes by other means, except as prohibited by 40 CFR § 403.6.

Pretreatment requirement means any substantive or procedural requirement related to
pretreatment, other than a national pretreatment standard, imposed on an industrial user.

Pretreatment standard means any (present or future) regulation containing pollutant
discharge limits promulgated by the EPA in accordance with Sections 307 and  of the Act,
which applies to industrial users.

Publicly owned treatment works (POTW) means a treatment works as defined by Section
212 of the Act, which is owned by the city. This definition includes any devices and systems
used in the storage, treatment, recycling and reclamation of city wastewater of a liquid
nature. It also includes sewers, pipes and other conveyances only if they convey wastewater
to a wastewater treatment plant. For the purposes of this division, "POTW" shall also include
any sewers that convey wastewaters to the POTW from persons outside the city who are
users of the city's POTW.

POTW treatment plant means that portion of the POTW designed to provide treatment to
wastewater.

Public sewer means a sewer in which all owners of abutting properties shall have equal
rights, and is controlled by public authority.

Sanitary sewer means the public sewer portion of a POTW which transports wastewater and
to which storm, surface and groundwater are not intentionally admitted.

Sewage means a combination of water-carried wastes from users together with such ground,
surface and storm waters as may be present.

Significant industrial user means any user meeting the criteria as described in 40 CFR 403.3.

Significantly violating user means any user meeting the criteria as described in 40 CFR
403.8(2)(vii).

Slug discharge means any discharge of a non-routine, episodic nature, including, but not
limited to, an accidental spill or a non-customary batch Discharge, which has a reasonable
potential to cause Interference or Pass Through , or in any other way violate the POTW’s
regulations, Local Limits or Permit conditions.

Standard industrial classification (SIC) means a classification pursuant to the Standard
Industrial Classification Manual issued by the executive office of the president, office of
management and budget, most recent issue.

Standard methods shall mean the laboratory procedures set forth in the latest edition, at the
time of analysis, of Standard Methods for the Examination of Water and Wastewater, as
prepared, approved and published jointly by the American Public Health Association and
American Water Works Association and the Water Pollution Control Federation.

Stormwater means any flow occurring during or following any form of natural precipitation and resulting therefrom.

Storm sewer means a sewer which carries storm and surface waters and drainage, but excludes wastewater, sewage, and industrial liquid wastes other than unpolluted cooling water.

Suspended solids (SS) means solids that either float on the surface of, or are suspended in water, wastewater or other liquids and which are removable by laboratory filtering.

Total toxic organics means the summation of all quantifiable values greater than 0.01 mg/l for the organic compounds listed in 40 CFR 433.11.

Toxic pollutant means any pollutant or combination of pollutants listed as toxic in (present or future) regulations promulgated by the administrator of the EPA under the provision of Section 307(1) of the Act.

Trap means a device for retaining sand, silt, grit mineral material, petroleum solvent, grease or oil by gravity-differential separation from wastewater and of a design and capacity approved by the city.

Unpolluted process water means any water or waste containing none of the following: Free or emulsified grease or oil; acid or alkali, phenols, or other substances imparting taste and odor to receiving water; toxic substances in suspension, colloidal state or solution and noxious or odorous gases.

User or Industrial User means any person who contributes, causes or permits the contribution of wastewater into the city's POTW.

Waste hauler means any person who collects holding tank waste.

Wastewater shall mean the liquid and water-carried wastes from residences, business buildings, institutions and industrial establishments either treated, pretreated or untreated, together with such ground, surface and storm waters which are contributed into or permitted to enter the POTW.

Wastewater discharge permit or permit means the permit issued by the director which stipulates the conditions under which the user may discharge to the POTW.

Wastewater treatment works means an arrangement of devices and structures for treating wastewater, industrial wastes and sludge. The term is sometimes synonymous with waste treatment plant or wastewater treatment plant.

Waters of the state means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through or border upon the state or any portion thereof.
Other terms. Unless the context of usage indicates otherwise, the meaning of terms in this division not defined in this section shall be defined in the Glossary: Water and Wastewater Control Engineering, prepared by the Joint Editorial Board of the American Public Health Association, American Society of Civil Engineers, American Water Works Association and Water Pollution Control Federation, copyright 1969.

(b) Abbreviations used in this division shall have these designated meanings:

(1) BMP. Best Management Practice

(2) BOD. Biochemical oxygen demand (five-day, unless otherwise noted as "ultimate BOD").

(3) CFR. Code of Federal Regulations.

(4) COD. Chemical oxygen demand.

(5) EPA. Environmental Protection Agency.

(6) L. Liter.

(7) mg. Milligrams.

(8) mg/l. Milligrams per liter.

(9) NMEID. New Mexico Environment Department.

(10) NPDES. National Pollutant Discharge Elimination System.

(11) POTW. Publicly owned treatment works.

(12) RCRA – Resource Conservation and Recovery Act

(13) USC. United States Code.

(14) SIC. Standard industrial classification.

SECTION 2. THE ROSWELL CITY CODE SECTION 26-58 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-58. – Purpose and Policy.

This ordinance sets forth uniform requirements for Users of the Public Owned Treatment works for the City of Roswell and enables the City to comply with all applicable State and Federal Laws, including the Clean Water Act (33 USC section 1251 et seq.) and the General Pretreatment Regulations (Title 40 of the Code of Federal Regulations Part 403).

The purpose of this division is:

(1) To prevent the introduction of pollutants into the municipal wastewater system which could interfere with the normal operation of the system, and/or contaminate the resulting sludge;
CLEAN VERSION

(2) To prevent the introduction of pollutants into the municipal wastewater system which could pass through the system, inadequately treated, into receiving waters or otherwise be incompatible with the treatment plant; and

(3) To improve the opportunity to recycle and reclaim wastewaters and sludges from the system.

(4) To enable the City of Roswell to comply with its National Pollutant Discharge Elimination System permit conditions, sludge use and disposal requirements, and any other Federal or State laws to which the Publicly Owned Treatment works is subject.

SECTION 3.  THE ROSWELL CITY CODE SECTION 26-61 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-61. - Effect of additional state or federal requirements.

(a) Users must comply with the categorical Pretreatment Standards found at 40 CFR Chapter I, Subchapter N, Parts 405–471.

(b) Upon the promulgation of the federal categorical pretreatment standards for a particular industrial subcategory, the federal standard, if more stringent than limitations imposed under this division for sources in that subcategory, shall immediately supersede the limitations imposed under this division. The director shall notify all affected users of the applicable reporting requirements under 40 CFR, Section 403.12.

(c) State requirements and limitations on discharges shall apply in any case where they are more stringent than federal requirements and limitations or those in this division.

SECTION 4.  THE ROSWELL CITY CODE SECTION 26-62 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-62. - Local limits.

(a) Specific discharge limitations.

(1) Specific discharge limitations. No significant industrial user (SIU) shall discharge or cause to be discharged wastewater that exceeds the following limits:

<table>
<thead>
<tr>
<th>Pollutant (a)</th>
<th>Daily Maximum Discharge Limit</th>
<th>Units of Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arsenic</td>
<td>0.22</td>
<td>mg/L</td>
</tr>
<tr>
<td>Cadmium</td>
<td>0.058</td>
<td>mg/L</td>
</tr>
<tr>
<td>Chromium</td>
<td>4.26</td>
<td>mg/L</td>
</tr>
<tr>
<td>Copper</td>
<td>2.65</td>
<td>mg/L</td>
</tr>
<tr>
<td>Lead</td>
<td>1.74</td>
<td>mg/L</td>
</tr>
</tbody>
</table>
CLEAN VERSION

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mercury</td>
<td>0.104</td>
<td>mg/L</td>
</tr>
<tr>
<td>Molybdenum</td>
<td>1.96</td>
<td>mg/L</td>
</tr>
<tr>
<td>Nickel</td>
<td>4.83</td>
<td>mg/L</td>
</tr>
<tr>
<td>Selenium</td>
<td>0.122</td>
<td>mg/L</td>
</tr>
<tr>
<td>Silver</td>
<td>2.01</td>
<td>mg/L</td>
</tr>
<tr>
<td>Zinc</td>
<td>4.30</td>
<td>mg/L</td>
</tr>
<tr>
<td>5-Day Biochemical Oxygen Demand (BOD5)</td>
<td>4,833</td>
<td>lbs./day (b)</td>
</tr>
<tr>
<td>Total Suspended Solids (TSS)</td>
<td>10,070</td>
<td>lbs./day (b)</td>
</tr>
<tr>
<td>Total Nitrogen (TKN+NO₂+NO₃)</td>
<td>165.7</td>
<td>lbs/day (b)</td>
</tr>
<tr>
<td>pH</td>
<td>6.0 to 11.0</td>
<td>Standard Units</td>
</tr>
</tbody>
</table>

(a) All pollutants as total.

(b) This limit is the total mass in pounds per day (lbs./day) that are available to allocate to all significant industrial users. Allocations are at the sole discretion of the city.

(2) The city may, at its sole discretion, implement local limits through allocation of the maximum allowable industrial load (MAIL) to significant industrial users that correspond to the uniform concentration local limits shown in the table above. The MAILs that correspond to the daily maximum discharge limits in the local limits report dated May 21, 2017 are hereby incorporated by reference.

(3) The director may establish more stringent pollutant limits, additional site-specific pollutant limits, best management practices, or additional pretreatment requirements when, in the judgment of the city, such limitations are necessary to implement the provisions of chapter 26, article III, Sewers and Sewerage Disposal.

(4) A significant industrial user or other designated industrial user who introduces wastewater into the POTW may be required to submit a salinity control plan if monitoring of the industrial user's discharge shows it exceeds 1,200 mg/L total dissolved solids (TDS). This plan shall contain a description of the chemicals and materials used that contribute to the TDS concentration and the source control measures that could be implemented to reduce the TDS concentration in the discharge to less than 1,200 mg/L.
CLEAN VERSION

or to a level specified by the city that prevents discharges that cause or contribute to pass through or interference.

(5) The following limits shall apply to wastewaters that are discharged from the groundwater cleanup of petroleum or gasoline underground storage tanks or other remediation wastewaters containing these pollutants or where these pollutants are appropriate surrogates. It shall be unlawful for any industrial user to discharge or cause to be discharged any waste or wastewater that exceeds the following limits, as applicable.

<table>
<thead>
<tr>
<th>Pollutant (a)(c)</th>
<th>Daily Maximum Limit (mg/L)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benzene</td>
<td>0.050</td>
</tr>
<tr>
<td>BTEX (b)</td>
<td>0.750</td>
</tr>
</tbody>
</table>

(a) All pollutants shown in the table are total.
(b) BTEX shall be measured as the sum of Benzene, Ethylbenzene, Toluene and Xylenes.
(c) These limits are based upon installation of air stripping technology as described in the EPA document: "Model NPDES Permit for Discharges Resulting from the Cleanup of Gasoline Released from Underground Storage Tanks. June 1989."

SECTION 5. THE ROSWELL CITY CODE SECTION 26-65 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-65. - Specifically prohibited discharges.

No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the director, that such wastes can harm the POTW or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming an opinion as to the acceptability of these wastes, the director will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature and capacity of the POTW, degree of treatability of wastes in the wastewater treatment works and other pertinent factors. The substances which must be considered include, but are not limited to, the following:

(1) Pollutants which create a fire or explosion hazard in the POTW, including, but not limited to, waste streams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Celsius using the test methods specified in 40 CFR 261.21.

(2) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with the POTW, constitute a hazard to humans or animals; create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment works. A toxic pollutant shall include, but not be limited to, any pollutant identified pursuant to Section 307(a) of the
CLEAN VERSION

Act.

(3) Any herbicides and pesticides.

(4) Any waters or wastes having a pH lower than 6.0, or higher than 11.0, or having other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel of the POTW.

(5) Solids, natural or manmade fibers, insoluble or emulsified oils, fats, greases, slurries or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the POTW such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, paunch manure, hair and fleshings, paper, bones, spent lime, stone and marble dust, grass clippings, spent grain and hops, asphalt residues and residues from refining or processing of fuel and lubricating oils.

(6) Any substance which may cause the POTW's effluent or any other product of the POTW such as residues, sludges or scums to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case shall a substance discharged to the POTW cause the POTW to be in noncompliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act; any criteria, guidelines or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act or state criteria applicable to the sludge management method being used.

(7) Any substance which will cause the POTW to violate its NPDES permit or the receiving water quality standards.

(8) Any pollutants, including oxygen demanding pollutants (BOD, etc.) released at a flow rate and/or pollutant concentration which a user knows or has reason to know will cause interference to the POTW. Discharges of BOD concentrations over 200 mg/l shall be subject to section 26-80, cost recovery system. In no case shall a slug load be discharged.

(9) Any wastewater having a temperature which will inhibit biological activity in the wastewater treatment works resulting in interference, but in no case wastewater with a temperature at the introduction into the wastewater treatment plant which exceeds 40 degrees Celsius (104 degrees Fahrenheit).

(10) Any waters or wastes containing motor or transmission oils, whether emulsified or not, or containing substances which may solidify or become viscous at temperatures between 32 degrees and 150 degrees Fahrenheit (zero to 65 degrees Celsius), in concentrations which the user knows or has reason to know will cause interference with the POTW. Discharges of oil and grease concentrations over 100 mg/L shall be subject to section 26-80, cost recovery system.

(11) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;

(12) Any waters or wastes containing reducing substances of an organic or inorganic
nature, toxic or nontoxic, which exert an immediate chlorine demand, shall not be
discharged into the POTW or if discharge of such agents will prevent the achievement
of an adequate chlorine residual in the effluent of the wastewater treatment works.

(13) Any waters or wastes containing phenols or other taste or odor-producing substances,
in concentration exceeding limits established by the director, after treatment of the
composite sewage, to meet the requirements of the state, federal, or other public agencies
of jurisdiction for such discharge to the receiving waters.

(14) Any radioactive wastes or isotopes of such half-life or concentrations as may exceed
limits established by the director in compliance with applicable state and federal
regulations.

(15) Materials which exert or cause:

a. Unusual concentrations of inert suspended solids (such as, but not limited to, fuller's
earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited
to, sodium chloride and sodium sulfate).

b. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning
solutions).

(16) Any noxious or malodorous liquids, gases or solids which either singly or by
interaction with other wastes are sufficient to create a public nuisance or hazard to life
or are sufficient to prevent entry into the sewers for maintenance and repair.

(17) Any waters or wastes containing cadmium, chromium, copper, cyanide, lead,
mercury, nickel, silver, zinc and/or other objectionable or toxic substances in
concentrations or mass proportions which exceed the established limits.

(18) Trucked or hauled pollutants, except at discharge points designated by the director in
accordance with Section 26-67.1 of this ordinance;

(19) Any chlorinated solvents.

SECTION 6. THE ROSWELL CITY CODE SECTION 26-67 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-67. - Dilution of discharge.
No industrial user shall increase the use of process water or in any way attempt to dilute a
discharge as a partial or complete substitute for adequate treatment to achieve compliance with
the limitations contained in the federal categorical pretreatment standards, or any other pollutant-
specific limitations developed by the city or state unless expressly authorized by an applicable
Pretreatment Standard or Requirement. The director may impose mass limitations on Users who
are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases
when the imposition of mass limitations is appropriate.

SECTION 7. THE ROSWELL CITY CODE SECTION 26-67.1 SHALL BE ADDED TO READ AS FOLLOWS:
Sec. 26-67.1 – Hauled Wastewater.

(a) Septic tank waste may be introduced into the POTW only at locations designated by the director, and at such times as are established by the director. Such waste shall not violate the provisions of this ordinance or any other requirements established by the City. The director may require septic tank waste haulers to obtain individual wastewater discharge permits.

(b) The director may require haulers of industrial waste to obtain individual wastewater discharge permits. The director may require generators of hauled industrial waste to obtain individual wastewater discharge permits. The director also may prohibit the disposal of hauled industrial waste. The discharge of hauled industrial waste is subject to all other requirements of this ordinance.

(c) Industrial waste haulers may discharge loads only at locations designated by the director. No load may be discharged without prior consent of the director. The director may collect samples of each hauled load to ensure compliance with applicable Standards. The director may require the industrial waste hauler to provide a waste analysis of any load prior to discharge.

(d) Industrial waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.

SECTION 8. THE ROSWELL CITY CODE SECTION 26-68 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-68. - Accidental discharges.

(a) Each industrial user, subject to the requirements of this division, may be required to provide protection from accidental discharge of prohibited materials or other substances regulated by this division through a plan or other measures as determined necessary by the director. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the user's own cost and expense. Detailed plans, showing facilities and operating procedures to provide this protection, or other actions as required by the director shall be submitted to the director for review and shall be approved by the director before construction of the facility. No user who commences contribution to the POTW after the effective date of Ordinance No. 1103 shall be permitted to introduce pollutants into the POTW until accidental discharge procedures have been approved by the director.

(b) An accidental discharge/slug discharge control plan shall address, at a minimum, the following:

(1) Description of discharge practices, including nonroutine batch discharges;

(2) Description of stored chemicals;

(3) Procedures for immediately notifying the director of any accidental or Slug Discharge, as required by Section 26-68 of this ordinance; and
CLEAN VERSION

(4) Procedures to prevent adverse impact from any accidental or Slug Discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

(c) Review and approval of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify the facility as necessary to meet the requirements of this division. In the case of an accidental discharge, it is the responsibility of the user to immediately notify the director of the incident. The notification shall include location of discharge, type of waste, concentration and volume and corrective actions.

(d) Significant Industrial Users are required to notify the director immediately of any changes at its facility affecting the potential for a Slug Discharge.

(e) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, a Slug Discharge or Slug Load, that might cause potential problems for the POTW, the User shall immediately telephone and notify the director of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User.

(f) Within five days following an accidental discharge, the user shall submit to the director a detailed written report describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage or other liability which may be incurred as a result of damage to the POTW, fish kills or other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties or other liability which may be imposed by this division or other applicable law.

(g) A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a dangerous discharge. Employers shall ensure that all employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.

SECTION 9. THE ROSWELL CITY CODE SECTION 26-70 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-70. - Wastewater discharge permit.

(a) It shall be unlawful to discharge without a city permit to any area under the jurisdiction of the city and/or to the POTW any wastewater except as authorized by the director in accordance with the provisions of this division. The following users shall be required to obtain a permit in accordance with this division:

(1) Users subject to National Categorical Pretreatment Standards;

(2) Significant industrial users;

(3) Any other user as determined by the director.
(b) Users required to obtain a wastewater discharge permit shall complete and file with the city, an application in the form prescribed by the city, and accompanied by a fee of $50.00. In support of the application, the user shall submit, in units and terms appropriate for evaluation, the following information:

1. The name and address of the facility, including the name of the operator and owner (if different from the address);
2. SIC number according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended;
3. A list of any environmental control permits held by or for the facility;
4. Wastewater constituents and characteristics. Sampling and analysis shall be performed in accordance with 40 CFR 403.12(b)(5)(vi);
5. Time and duration of contribution;
6. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in Section 2.2C (40 CFR 403.6(e)).
7. Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections and appurtenances by the size, location and elevation;
8. A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of the operation(s) carried out by such User. This description should include a schematic process diagram, which indicates points of discharge to the POTW from the regulated processes.
9. The nature and concentration of any pollutants in the discharge which are limited by any city, state or federal pretreatment standards and a statement regarding whether or not the pretreatment standards are being met on a consistent basis and if not, whether additional operation and maintenance and/or additional pretreatment is required for the user to meet applicable pretreatment standards. As to each pollutant:
   a. The categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for Existing Sources.
   b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by the Director, of regulated pollutants in the discharge from each regulated process.
   c. Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required, shall be reported.
   d. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 26-73(h) of this ordinance. Where the
CLEAN VERSION

Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Director or the applicable Standards to determine compliance with the Standard.

(10) Sampling must be performed in accordance with procedures set out in Section 6.11 of this ordinance.

(11) If additional pretreatment or other measures will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. The following conditions shall apply to this schedule:

a. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (e.g., selecting a consulting engineer, completing preliminary plans, completing final plans, review and approval of construction plans by director, executing contract for major components, commencing construction, completing construction, plant start-up, etc.).

b. No increment referred to in subsection (c)(9)a. shall exceed nine months.

c. Not later than 14 days following each date in the schedule and the final date for compliance, the authorized representative of the user shall submit a progress report to the director including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay and the steps being taken by the user to return the construction to the schedule established. In no event shall more than nine months elapse between such progress reports to the director.

(12) Each product produced by type, amount, process or processes and rate of production;

(13) Type and amount of raw materials processed (average and maximum per day);

(14) Number and type of employees and hours of operation of plant and proposed or actual hours of operation of pretreatment system;

(15) Any other information as may be deemed by the director to be necessary to evaluate the permit application.

The director will evaluate the data furnished by the user and may require additional information. After evaluation and acceptance of the data furnished, the director may issue a wastewater discharge permit subject to terms and conditions provided herein, if it is determined by the director that the characteristics of the discharge are not in compliance with the provisions of this division, the application may be denied and the applicant advised by the director of steps which must be taken to ensure compliance with the provisions of this division.

(c) Wastewater discharge permits shall be expressly subject to all provisions of this division and all other applicable regulations, and charges and fees established by the city.
CLEAN VERSION

(1) Permits must contain the following:

a. A statement that indicates the wastewater discharge permit issuance date, expiration date and effective date;

b. A statement that the wastewater discharge permit is nontransferable without prior notification to the City, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;

c. Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards;

d. Self monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or best management practice) to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law.

e. Requirements to control Slug Discharge, if determined by the director to be necessary.

(2) Permits may contain the following may contain, but need not be limited to, the following conditions:

a. Limits on the average and maximum wastewater constituents and characteristics. Pretreatment Standards specify one limit for calculating maximum daily discharge limitations and a second limit for calculating maximum Monthly Average, or 4 day average, limitations. Where such Standards are being applied, the same production or flow figure shall be used in calculating both average and maximum equivalent limitation;

b. Limits on average and maximum rate and time of discharge or requirements for flow regulations and equalization;

c. Requirements for installation and maintenance of inspection and sampling facilities; Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

d. Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or nonroutine discharges;

e. Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule;

f. Compliance schedules;

g. Requirements for submission of technical reports or discharge reports;

h. Requirements for maintaining and retaining plant records of the user relating to wastewater discharge as specified by the director, and affording director access
CLEAN VERSION

thereto;

i. Requirements for notification of the director of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the POTW;

j. Requirements for notification of slug and/or batch discharges;

k. Requirements for notification of potential discharge problems;

l. Statement regarding the applicable civil and criminal penalties for violations and noncompliance with the permit;

m. Statement that the city will monitor and inspect the permitted premises at a minimum frequency of once per year.

n. Other conditions as deemed appropriate by the city to ensure compliance with this division.

(d) Permits shall be issued for a specific time period, not to exceed five years. The user shall apply for permit reissuance a minimum of 90 days prior to the expiration of the user's existing permit. The terms and conditions of the permit may be subject to modification by the city during the term of the permit as limitations or requirements are modified or other just causes exist. The user shall be informed of any proposed changes 30 days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

(e) Wastewater discharge permits are issued to a specific user for a specific operation. A wastewater discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation without the prior approval of the director.

(f) Any user who violates the following conditions of this division or applicable state and federal regulations, is subject to having his permit revoked:

(1) Failure of a user to factually report the wastewater constituents and characteristics of his discharge;

(2) Failure of the user to report significant changes in operations, or wastewater constituents and characteristics;

(3) Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring.

(g) Any violation of the terms and conditions of an individual wastewater discharge permit shall be deemed a violation of this ordinance and subjects the wastewater discharge permittee to the sanctions set out in Sections 26-79 and 26-83 of this ordinance. Obtaining an individual wastewater discharge permit does not relieve a permittee of its obligation to comply with all Federal and State Pretreatment Standards or Requirements or with any other requirements of Federal, State, and local law.
SECTION 10. THE ROSWELL CITY CODE SECTION 26-73 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-73. - Reporting requirements.

(a) Baseline Reporting Requirements

(1) Within either one hundred eighty (180) days after the effective date of a categorical Pretreatment Standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing Categorical Industrial Users currently discharging to or scheduled to discharge to the POTW shall submit to the director a report which contains the information listed in paragraph 2, below. At least ninety (90) days prior to commencement of their discharge, New Sources, and sources that become Categorical Industrial Users subsequent to the promulgation of an applicable categorical Standard, shall submit to the director a report which contains the information listed in paragraph 2, below. A New Source shall report the method of pretreatment it intends to use to meet applicable categorical Standards. A New Source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

(2) Users described above shall submit the information set forth below.

a. All information required in Section 26-70(b)(1), Section 26-70(b)(3), Section 26-70(b)(8), and Section 26-70(b)(6).


(i) The User shall provide the information required in Section 26-70(b)(9).

(ii) The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.

(iii) Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined waste stream formula in 40 CFR 403.6(e) to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to the Control Authority;

(iv) Sampling and analysis shall be performed in accordance with Section 26-73(h);

(v) The director may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;

(vi) The baseline report shall indicate the time, date and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant Discharges to the
c. Compliance Certification. A statement, reviewed by the User’s Authorized
Representative as defined in Section 1.4 C and certified by a qualified professional,
indicating whether Pretreatment Standards are being met on a consistent basis, and, if
not, whether additional operation and maintenance (O&M) and/or additional
pretreatment is required to meet the Pretreatment Standards and Requirements.

d. Compliance Schedule. If additional pretreatment and/or O&M will be required to
meet the Pretreatment Standards, the shortest schedule by which the User will provide
such additional pretreatment and/or O&M must be provided. The completion date in
this schedule shall not be later than the compliance date established for the applicable
Pretreatment Standard. A compliance schedule pursuant to this Section must meet the
requirements set out in Section 26-73(b) of this ordinance.

e. Signature and Report Certification. All baseline monitoring reports must be certified
in accordance with Section 26-73(k) A of this ordinance and signed by an Authorized
Representative as defined in Section 1.4C.

(b) Compliance Schedule Progress Reports

The following conditions shall apply to the compliance schedule required by Section 26-
73(a)(2)(d) of this ordinance:

(1) The schedule shall contain progress increments in the form of dates for the
 commencement and completion of major events leading to the construction and operation
 of additional pretreatment required for the User to meet the applicable Pretreatment
 Standards (such events include, but are not limited to, hiring an engineer, completing
 preliminary and final plans, executing contracts for major components, commencing and
 completing construction, and beginning and conducting routine operation);

(2) No increment referred to above shall exceed nine (9) months;

(3) The User shall submit a progress report to the director no later than fourteen (14) days
 following each date in the schedule and the final date of compliance including, as a
 minimum, whether or not it complied with the increment of progress, the reason for any
delay, and, if appropriate, the steps being taken by the User to return to the established
schedule; and

(4) In no event shall more than nine (9) months elapse between such progress reports to the
director.

(c) Reports on Compliance with Categorical Pretreatment Standard Deadline

Within ninety (90) days following the date for final compliance with applicable categorical
Pretreatment Standards, or in the case of a New Source following commencement of the
introduction of wastewater into the POTW, any User subject to such Pretreatment Standards
and Requirements shall submit to the director a report containing the information described
in Section 26-70(b)(6) and (9) and 26-73(a)(1) of this ordinance. For Users subject to
equivalent mass or concentration limits established in accordance with the procedures in Section 26-61, this report shall contain a reasonable measure of the User’s long-term production rate. For all other Users subject to categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User’s actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 26-73(k) A of this ordinance. All sampling will be done in conformance with Section 26-73(i).

(d) Periodic Compliance Reports

(1) Except as specified in Section 26-73(d)(3), all Users must, at a frequency determined by the director submit no less than twice per year (June and December or on dates specified) reports indicating the nature, concentration of pollutants in the discharge which are limited by Pretreatment Standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the User must submit documentation required by the director or the Pretreatment Standard necessary to determine the compliance status of the User.

(2) The City may reduce the requirement for periodic compliance reports to a requirement to report no less frequently than once a year, unless required more frequently in the Pretreatment Standard or by the EPA/State, where the Industrial User’s total categorical wastewater flow does not exceed any of the following:

a. 0.01 percent of the POTW’s design dry-weather hydraulic capacity of the POTW, or five thousand (5,000) gallons per day, whichever is smaller, as measured by a continuous effluent flow monitoring device unless the Industrial User discharges in batches]

b. 0.01 percent of the design dry-weather organic treatment capacity of the POTW; and

c. 0.01 percent of the maximum allowable headworks loading for any pollutant regulated by the applicable categorical Pretreatment Standard for which approved Local Limits were developed in accordance with Section 26-63 of this ordinance.

Reduced reporting is not available to Industrial Users that have in the last two (2) years been in Significant Noncompliance, as defined in Section 9 of this ordinance. In addition, reduced reporting is not available to an Industrial User with daily flow rates, production levels, or pollutant levels that vary so significantly that, in the opinion of the [Superintendent], decreasing the reporting requirement for this Industrial User would result in data that are not representative of conditions occurring during the reporting period.

(3) All periodic compliance reports must be signed and certified in accordance with Section 26-73(k) A of this ordinance.

(4) All wastewater samples must be representative of the User’s discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and
CLEAN VERSION

maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.

(5) If a User subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the director, using the procedures prescribed in Section 26-73(i) of this ordinance, the results of this monitoring shall be included in the report.

(e) Reports of Changed Conditions

Each User must notify the director of any significant changes to the User’s operations or system which might alter the nature, quality, or volume of its wastewater at least 14 days before the change.

(1) The director may require the User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 26-70 of this ordinance.

(2) The director may issue an individual wastewater discharge permit or modify an existing wastewater discharge permit of this ordinance in response to changed conditions or anticipated changed conditions.

(f) Notice of Violation/Repeat Sampling and Reporting

If sampling performed by a User indicates a violation, the User must notify the director within twenty-four (24) hours of becoming aware of the violation. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the director within thirty (30) days after becoming aware of the violation. Resampling by the Industrial User is not required if the City performs sampling at the User’s facility at least once a month, or if the City performs sampling at the User between the time when the initial sampling was conducted and the time when the User or the City receives the results of this sampling, or if the City has performed the sampling and analysis in lieu of the Industrial User.

(g) Notification of the Discharge of Hazardous Waste

(1) Any User who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the User discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the User: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months. All notifications must take place no
later than one hundred and eighty (180) days after the discharge commences. Any
notification under this paragraph need be submitted only once for each hazardous waste
discharged. However, notifications of changed conditions must be submitted under
Section 26-73(e) of this ordinance. The notification requirement in this Section does not
apply to pollutants already reported by Users subject to categorical Pretreatment
Standards under the self-monitoring requirements of Sections 26-73(a), (c), and (d) of
this ordinance.

(2) Dischargers are exempt from the requirements of paragraph 1, above, during a calendar
month in which they discharge no more than fifteen (15) kilograms of hazardous wastes,
unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and
261.33(e). Discharge of more than fifteen (15) kilograms of nonacute hazardous wastes
in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR
261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during
which the User discharges more than such quantities of any hazardous waste do not
require additional notification.

(3) In the case of any new regulations under section 3001 of RCRA identifying additional
characteristics of hazardous waste or listing any additional substance as a hazardous
waste, the User must notify the director, the EPA Regional Waste Management Waste
Division Director, and State hazardous waste authorities of the discharge of such
substance within ninety (90) days of the effective date of such regulations.

(4) In the case of any notification made under this Section, the User shall certify that it has
a program in place to reduce the volume and toxicity of hazardous wastes generated to
the degree it has determined to be economically practical.

(5) This provision does not create a right to discharge any substance not otherwise permitted
to be discharged by this ordinance, a permit issued thereunder, or any applicable Federal
or State law.

(h) Analytical Requirements

All pollutant analyses, including sampling techniques, to be submitted as part of a
wastewater discharge permit application or report shall be performed in accordance with the
techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise
specified in an applicable categorical Pretreatment Standard. If 40 CFR Part 136 does not
contain sampling or analytical techniques for the pollutant in question, or where the EPA
determines that the Part 136 sampling and analytical techniques are inappropriate for the
pollutant in question, sampling and analyses shall be performed by using validated analytical
methods or any other applicable sampling and analytical procedures, including procedures
suggested by the director or other parties approved by EPA.

(i) Sample Collection

Samples collected to satisfy reporting requirements must be based on data obtained through
appropriate sampling and analysis performed during the period covered by the report, based
on data that is representative of conditions occurring during the reporting period.
CLEAN VERSION

(1) Except as indicated in Section 2 and 3 below, the User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the director. Where time-proportional composite sampling or grab sampling is authorized by the City, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by [the City], as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.

(2) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

(3) For sampling required in support of baseline monitoring and 90-day compliance reports required in Section 26-73(a) and (c), a minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the director may authorize a lower minimum. For the reports required by paragraphs Section 26-73(d) (40 CFR 403.12(e) and 403.12(h)), the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance by with applicable Pretreatment Standards and Requirements.

(j) Recordkeeping

Users subject to the reporting requirements of this ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this ordinance, any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with Best Management Practices established under Section 26-62(a)(3). Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the User or the City, or where the User has been specifically notified of a longer retention period by the director.

(k) Certification Statements

Certification of Permit Applications, User Reports and Initial Monitoring Waiver— The following certification statement is required to be signed and submitted by Users submitting permit applications; Users submitting baseline monitoring reports under Section 26-73(a)(2)(e); Users submitting reports on compliance with the categorical Pretreatment Standard deadlines under Section 26-73(c); Users submitting periodic compliance reports required by Section 26-73(d) (1) to (4), and Users submitting an initial request to forego sampling of a pollutant on the basis of Section 26-73(a)(2). The following certification
statement must be signed by an Authorized Representative as defined in Section 26-57:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

SECTION 11. THE ROSWELL CITY CODE SECTION 26-76 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-76. Inspections and sampling.

(a) The city may inspect the facilities of any user to ascertain whether the purpose of this division is being met and all requirements are being complied with. The city, NMEID and the EPA shall have the right to copy any and all of the user's records and to install on the user's property such devices as are necessary to conduct sampling inspection, compliance monitoring and/or metering operations.

(b) The director shall have the right to enter the premises of any User to determine whether the User is complying with all requirements of this ordinance and any individual wastewater discharge permit or order issued hereunder. Users shall allow the director ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

(1) Where a User has security measures in force which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the director shall be permitted to enter without delay for the purposes of performing specific responsibilities.

(2) The director shall have the right to set up on the User’s property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User’s operations.

(3) The director may require the User to install monitoring equipment as necessary. The facility’s sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the User at its own expense. All devices used to measure wastewater flow and quality shall be calibrated to manufacturer specifications to ensure their accuracy.

(4) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the User at the written or verbal request of the director and shall not be replaced. The costs of clearing such access shall be borne by the User.

(5) Unreasonable delays in allowing the director access to the User’s premises shall be a
violation of this ordinance.

(c) All sampling and analysis of the characteristics of waters and wastes shall be in accordance with 40 CFR 403.12(b)(5)(vi), and shall be taken at the monitoring facility provided.

SECTION 12. THE ROSWELL CITY CODE SECTION 26-79 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-79. - Miscellaneous enforcement provisions.

(a) Whenever the director finds that any user has violated or is violating this division, the city shall serve upon such person a written notice stating the nature of the violation. Within ten days of receipt of such notice, the user shall submit to the director an explanation of the violation and a plan for satisfactorily correcting such violation. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this Section shall limit the authority of the director to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

(b) Whenever the director finds that any user has violated or continues to violate this division, he may issue an order to the user responsible for the violation directing that, following a specified time period, further enforcement proceedings will be pursued unless adequate treatment facilities, devices, or other related appurtenances have been properly installed and are properly operated. These administrative orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the installation of pretreatment technology, additional monitoring and management practices.

(c) Emergency Suspensions

(1) The city may suspend the wastewater treatment service, water service and/or waste-water discharge permit when such suspension is necessary, in the opinion of the director, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons, to the environment, causes interference to the POTW or causes the city to violate any condition of its NPDES permit. The city may also suspend the wastewater treatment service, water service and/or wastewater discharge permit when such suspension is necessary, in the opinion of the director, to enforce user's compliance with the requirements of their permit, information requirements for permit issuance or construction of pretreatment facilities and/or monitoring facilities.

a. Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User’s failure to immediately comply voluntarily with the suspension order, the director may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The director may allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the director that the period of endangerment has passed, unless the termination proceedings are initiated against the User.
CLEAN VERSION

b. A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the director prior to the date of any hearing under this ordinance.

(2) Nothing in this Section shall be interpreted as requiring a hearing prior to any Emergency Suspension under this Section.

(d) Any person affected by an order or directive of the city issued pursuant to this division may, within ten days of the issuance of such order or directive, request a hearing before the city to show cause why such order should be modified or made not to apply to such person. Such request shall be in writing and addressed to the director at 425 N. Richardson Avenue, City Hall, Roswell, New Mexico, 88201. The city shall hold the requested hearing as soon as practical after receiving the request. At the conclusion of the hearing the director shall issue a written response to the person requesting the hearing either affirming or modifying the questioned order or directive. Any appeal of the director's decision shall be as provided by state law.

SECTION 13. THE ROSWELL CITY CODE SECTION 26-83 SHALL BE AMENDED TO READ AS FOLLOWS:

Sec. 26-83. - Violations.

(a) Administrative Fines

(1) When the director finds that a User has violated, or continues to violate, any provision of this ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the director may fine such User in an amount not to exceed $1,000. Such fines shall be assessed on a per-violation, per-day basis. In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation.

(2) Unpaid charges, fines, and penalties shall, after 30 calendar days, be assessed an additional penalty of 10% of the unpaid balance, and interest shall accrue thereafter at a rate of 10% per month. A lien against the User’s property shall be sought for unpaid charges, fines, and penalties.

(3) Users desiring to dispute such fines must file a written request to reconsider the fine along with full payment of the fine amount within ten days of being notified of the fine. Where a request has merit, the City Manager may convene a hearing on the matter. In the event the User’s appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the User. The City may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine.

(4) Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the User.

(b) Injunction

When the director finds that a User has violated, or continues to violate, any provision of this ordinance, an individual wastewater discharge permit, or order issued hereunder, or any
other Pretreatment Standard or Requirement, the director may petition the district court through the City Attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the individual wastewater discharge permit, order, or other requirement imposed by this ordinance on activities of the User. The director may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a User.

(c) Civil Penalties

(1) A User who has violated, or continues to violate, any provision of this ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement shall be liable to the City for a maximum civil penalty of $1,000 per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

(2) The director may recover reasonable attorneys’ fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.

(3) In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the User’s violation, corrective actions by the User, the compliance history of the User, and any other factor as justice requires.

(4) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a User.

(d) Criminal Penalties

(1) A User who willfully or negligently violates any provision of this ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement shall, upon conviction, be guilty of a petty misdemeanor, punishable by a fine of not more than $1,000 per violation, per day, or imprisonment for not more than 90 days, or both.

(2) A User who willfully or negligently introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a petty misdemeanor and be subject to a penalty of at least $1,000, or be subject to imprisonment for not more than 90 days, or both. This penalty shall be in addition to any other cause of action for personal injury or property damage available under State law.

(3) A User who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this ordinance, individual wastewater discharge permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any
monitoring device or method required under this ordinance shall, upon conviction, be punished by a fine of not more than $1,00 per violation, per day, or imprisonment for not more than 90 days, or both.

(e) Nonexclusive Remedies

The remedies provided for in this ordinance are not exclusive. The director may take any, all, or any combination of these actions against a noncompliant User. Enforcement of pretreatment violations will generally be in accordance with the City’s enforcement response plan. However, the director may take other action against any User when the circumstances warrant. Further, the director is empowered to take more than one enforcement action against any noncompliant User.

(f) 40 CFR 403.16, up. et provision, and 40 CFR 403.17, bypass, shall be incorporated and become part of this section.

SECTION 14. THE ROSWELL CITY CODE SECTION 26-84 SHALL BE REPEALED AND REPLACED TO READ AS FOLLOWS:

Sec. 26-84 – Publication of Users in Significant Noncompliance.

The director shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the POTW, a list of the Users which, at any time during the previous twelve (12) months, were in Significant Noncompliance with applicable Pretreatment Standards and Requirements. The term Significant Noncompliance shall be applicable to all Significant Industrial Users (or any other Industrial User that violates paragraphs this Section) and shall mean:

(a) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six- (6-) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defined;

(b) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six- (6-) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, as defined multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);

(c) Any other violation of a Pretreatment Standard or Requirement as defined (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that the director determines has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public;

(d) Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the director’s exercise of its emergency authority to halt or prevent such a discharge;
CLEAN VERSION

(e) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in an individual wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

(f) Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(g) Failure to accurately report noncompliance; or Any other violation(s), which may include a violation of Best Management Practices, which the director determines will adversely affect the operation or implementation of the local pretreatment program.

SECTION 15. 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 16. 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 17. THIS ORDINANCE SHALL BE EFFECTIVE AFTER FIVE (5) DAYS FOLLOWING ITS PUBLICATION AS REQUIRED BY LAW.

PASSED, ADOPTED, SIGNED and APPROVED ______________________. _____.

CITY SEAL

__________________________
Dennis Kintigh, Mayor

ATTEST

__________________________
Sharon Coll, City Clerk
Regular City Council Meeting
Meeting Date: 05/14/2020
COMMITTEE: N/A
CONTACT: Sharon Coll  CHAIR: N/A

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

- Position 1 - Jesse N. Davis
- Position 2 - Helen Wakefield

BACKGROUND:
Initiated by: Term vacancies and renewals

The membership of the commission shall consist of six (6) members and one member of the governing body.

Up to six other individuals concerned with the problems of adults and elderly citizens, a significant number of whom will be minorities and persons retired from their respective careers, vocations, trades, professions or businesses.

FINANCIAL CONSIDERATION
There are no financial costs.

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

BOARD AND COMMITTEE ACTION:
This item did not go to a committee.

STAFF RECOMMENDATION:
Consider approval of Mayor Kintigh’s recommendation to the Commission on Aging as follows:

- Position 1 - Jesse N. Davis
- Position 2 - Helen Wakefield
ACTION REQUESTED:
Consider approval of Mayor Kintigh’s recommendations for the Occupancy Tax Board as follows:
- Position 3 (At Large) - Bonnie Bitzer
- Position 5 (Tourist Related) - Kerry Moore

BACKGROUND:
Initiated by: Term renewals

The Occupancy Tax Board has five (5) members with two (2) four year terms. Two (2) members who are tourist related, two (2) members who are lodging related, and one (1) member at large. At this time Position 3 (At Large) and Position 5 (Tourist Related) terms have expired.

FINANCIAL CONSIDERATION
There is no financial impact.

LEGAL REVIEW:
There is no legal review required.

BOARD AND COMMITTEE ACTION:
Mayor Kintigh recommends for the Occupancy Tax Board position the following individuals:
- Position 3 (At Large) - Bonnie Bitzer
- Position 5 (Tourist Related) - Kerry Moore

STAFF RECOMMENDATION:
Consider approval of Mayor Kintigh’s recommendations for the Occupancy Tax Board as follows:
- Position 3 (At Large) - Bonnie Bitzer
- Position 5 (Tourist Related) - Kerry Moore
Regular City Council Meeting 22.
Meeting Date: 05/14/2020
COMMITTEE: Legal
CONTACT: Parker Patterson
CHAIR: Judy Stubbs

ACTION REQUESTED:
Proposed Ordinance 20-05 - Consider approval to advertise for a public hearing and vote on Proposed Ordinance 20-05 Lodger’s Tax Update. (Stubbs/Patterson/Jennings)

BACKGROUND:
Initiated by: Juanita Jennings

The City is permitted to impose a tax on lodgers within the city limits pursuant to state statute, NMSA 1978, §§ 3-38-13 to -24. The extent of the tax is defined by state statute. In the 2020 legislative session, the statute was amended to remove from the exemptions any premises that does not have at least three rooms or three other units of accommodation. This revision to the ordinance follows state statute in removing that exemption from the tax.

FINANCIAL CONSIDERATION
It is anticipated that the City would see an increase in Lodger’s Tax revenue as a result of eliminating exemptions, but it is not certain at this time how much.

LEGAL REVIEW:
Aaron Holloman, the previous City Attorney assisted in drafting the proposed ordinance.

As an Ordinance, Council must hold a public hearing after having provided public notice of the hearing. The ordinance would normally become effective five days after publication of its adoption.

BOARD AND COMMITTEE ACTION:
The Legal Committee recommended (4-0) approval at their meeting on April 23, 2020.

STAFF RECOMMENDATION:
Consider approval to advertise for a public hearing and vote on Proposed Ordinance 20-05 Lodger’s Tax Update.

Attachments
ATT 1 Proposed Ordinance 20-05 Lodgers’ Tax
ORDINANCE 20-05

AN ORDINANCE OF THE CITY OF ROSWELL AMENDING CHAPTER 23 OF THE
ROSWELL CITY CODE RELATING TO LODGER’S TAX

WHEREAS, the City of Roswell is permitted to impose a tax on persons using commercial
lodging accommodations pursuant to NMSA 1978, §§ 3-38-13 to -34; and

WHEREAS, the New Mexico Legislature recently amended that state statute in the 2019
legislative session and the Governor signed the amendment into law; and

WHEREAS, the City of Roswell desires to update its ordinance to conform to the new
provisions of the state statute.

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

SECTION 1. Roswell City Code Section 23-4 shall be amended to read:

Sec. 23-4. - Exemptions.
The occupancy tax shall not apply:

(1) If a vendee:

   a. Has been a permanent resident of the taxable premises for a period of at
      least 30 consecutive days; or

   b. Enters into or has entered into a written agreement for lodgings at the
      taxable premises for a period of at least 30 consecutive days.

(2) If the rent paid by a vendee is less than $2.00 a day;

(3) To lodging accommodations at institutions of the federal government, the state or any
    political subdivision thereof;

(4) To lodging accommodations at religious, charitable, educational or philanthropic
    institutions, including without limitation such accommodations at summer or
    camps operated by such institutions;

(5) To clinics, hospitals or other medical facilities; or

(6) To privately-owned and operated convalescent homes or homes for the aged, infirm,
    indigent or chronically ill; or

(7) If the taxable premises does not have at least three rooms or three other units of
    accommodations for lodging.

SECTION 2. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby
repealed to the extent of such inconsistency. This repealer shall not be construed to revive any
ordinance or part of any ordinance heretofore repealed.
SECTION 3. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 4. In accordance with state statute, this ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED and APPROVED __________________. _____.

CITY SEAL

____________________________
Dennis Kintigh, Mayor

ATTEST

_____________________
Sharon Coll, City Clerk

Underscoring indicates addition to existing Code section.
Strike through indicates delete of an existing Code section.
Regular City Council Meeting
Meeting Date: 05/14/2020
COMMITTEE: Finance
CONTACT: Monica Garcia  CHAIR: Jason Perry

ACTION REQUESTED:

BACKGROUND:
Initiated by: Monica Garcia

The State of New Mexico Audit rule requires the final audit report and financial statement must be presented and accepted by the governing authority of an agency at a public meeting.

FINANCIAL CONSIDERATION
Audit included in packet.

LEGAL REVIEW:
Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommend acceptance (4-0) at their meeting on May 7, 2020.

STAFF RECOMMENDATION:
Regular City Council Meeting
Meeting Date: 05/14/2020
COMMITTEE: N/A
CONTACT: Parker Patterson  CHAIR: Judy Stubbs

ACTION REQUESTED:
Hold a closed session
- pursuant to NMSA 1978, § 10-15-1H (2), to discuss limited personnel matters relating to the impact of COVID-19
- pursuant to NMSA 1978, § 10-15-1H (8) for the discussion of the purchase, acquisition or disposal of real property or water rights relating to property located at the Roswell Air Center. (Stubbs/Patterson)

BACKGROUND:
Initiated by: Mayor Kintigh and Joe Neeb

Hold a closed session
- pursuant to NMSA 1978, § 10-15-1H (2), to discuss limited personnel matters relating to the impact of COVID-19
- pursuant to NMSA 1978, § 10-15-1H (8) for the discussion of the purchase, acquisition or disposal of real property or water rights relating to property located at the Roswell Air Center.

FINANCIAL CONSIDERATION
There are no financial costs.

LEGAL REVIEW:
Pursuant to NMSA 1978, § 10-15-1(H) & (I), a majority of a quorum of the City Council may vote to enter closed session, to discuss a narrow range of topics. No action may be taken during the closed session.

BOARD AND COMMITTEE ACTION:
There is no board or committee review.

STAFF RECOMMENDATION:
Hold a closed session
- pursuant to NMSA 1978, § 10-15-1H (2), to discuss limited personnel matters relating to the impact of COVID-19
- pursuant to NMSA 1978, § 10-15-1H (8) for the discussion of the purchase, acquisition or disposal of real property or water rights relating to property located at the Roswell Air Center.