



**REGULAR MEETING
CITY OF ROSWELL COUNCIL - AGENDA
THURSDAY, APRIL 9, 2026
Chaves County Administrative Center
Commission Chambers - #1 St. Mary's Place
Roswell, New Mexico 88203**

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution No. 26-12. Except for emergency matters, the City Council shall take action only on the specific items listed on the Agenda.

APRIL 9, 2026

6:00 p.m.

MAYOR - Timothy Z. Jennings

Ward 1
Cristina A. Arnold
Juan Oropesa

Ward II
Juliana Halvorson
Will Cavin

Ward III
Edward L. Heldenbrand
Kurt Edwin Gass

Ward IV
Robert B. Corn
Darrell Johnson

Ward V
Angela G. Moore
Carlos Marrujo, Jr.

WELCOME! We are pleased to have you join us for the Roswell City Council meeting. If you wish to speak, please sign up before 6:00 p.m. The Council welcomes relevant public comments; however, a three-minute time limit is enforced under Resolution 17 65 (Governing Body Rules of Order). Large groups are asked to designate a spokesperson. Robert's Rules of Order govern the conduct of this meeting. "THANK YOU" for participating in your City Government.

OPENING CEREMONIES

Call to Order by Presiding Officer
Roll Call & Determination of Quorum
Pledge of Allegiance to the Flag and Invocation

1. Approval of agenda - approve the agenda for the April 9, 2026, Regular City Council Meeting. (Corn/Martinez)
2. Approval of consent agenda - approve the consent agenda for the April 9, 2026, Regular City Council Meeting. (Corn/Martinez)

CONSENT ITEMS (*items 3-30 will be approved at the time of the approval of the consent agenda*)

All matters under this heading are considered routine by the City Council and will be acted upon in one motion. There will be no separate discussion of these items. If discussion of a particular item is desired, upon request, that item may be removed from the Consent Agenda and placed on the Regular Agenda for separate consideration.

3. Approval of a budget adjustment in the amount of \$1,695,762.11 from the Public Safety Fund and approval of an early loan payoff to eliminate debt obligations and maximize cost savings by avoiding future interest in the amount of \$2,009,520.31. The remaining balance of \$313,758.20 will come from the existing Fire Protection Fund. (Gass/Chavez)Pg. 1
4. Approval of a budget adjustment for up to \$50,075.76, and approval to award the proposed estimate to White Rock Construction & Services, Inc. for the renovation of RFD Station 5 for up to \$150,075.76. (Gass/Chavez) Pg.4
5. Approval of a purchase order in the amount of \$123,185 for conservation of two-dimensional collection items by The Conservation Center. (Gass/Brooks) Pg 9
6. Approval of the Roswell-Chaves County Economic Development Corporation funding request

of \$200,000 for Fiscal Year 2027. (Gass/Conyers)Pg. 14

7. Approval of PO request for Brasier Asphalt for \$1,114,910.16 for pavement milling and overlay on Second Street from Sunset to East City Limit. (Gass/MacCornack)Pg. 70
8. Approval of a PO to San Bar Construction Corporation in the amount of \$99,999.95 which includes GRT for re-striping of City roads. (Johnson/MacCornack) Pg. 76
9. Approval of PO request for San Bar for \$79,266.13 for replacing pavement striping and markings on Second Street from Sunset to East City Limit. (Gass/MacCornack) Pg. 81
10. Approval of the Professional Service Agreement with Sparktek Service, LLC (Cavin/Nairn-Mahan). Pg. 88
11. Recommend approval of the City of Roswell's IT Department to enter into a month-to-month lease beginning March 1, 2026, for Building 92 at the Roswell Air Center (Cavin/Sanchez). Pg. 94
12. Approval of a budget adjustment of \$12,595.25 and approval of the installation of flooring replacement and abatement for the City Hall Administration offices in the amount of \$22,572.84. (Gass/Martinez) Pg. 117
13. Approval of the purchase of one (1) John Deere Broce RJT350 Sweeper from 4 Rivers Equipment for airport runway and taxiway maintenance, in the amount of \$77,706.98, utilizing the CES Cooperative Contract 2022-10-C102-ALL (Gass/Gonzalez) Pg. 121
14. Approval for airfield painting and striping services with Desert West Enterprises, LLC, at the Roswell Air Center, in the amount of \$377,891.20, through CES Cooperative Contract 2026-6-R1239-ALL. (Gass/Gonzalez) Pg. 135
15. Approval of the request to perform the following work for BLM Taxiway L. A change order has been set in place in the amount of \$135,144.69. (Gass/Gonzalez) Pg. 147
16. Approval of a budget adjustment in the amount of \$714,316.51 to purchase equipment needed for the Water Maintenance Construction Crew from the Water Enterprise Fund cash reserves.(Gass/Valadez) Pg. 155
17. Approval of a budget adjustment and approval to issue a purchase order through Sourcewell Contract #101221-VAC to Vac-Con, Inc., in the amount of \$580,527.77 from the Wastewater Enterprise cash reserves. (Gass/Steward) Pg. 159
18. Approval of a budget adjustment and approval to issue a purchase order to Wagner Equipment Co. under Sourcewell Contract #011723-CAT, in the amount of \$202,041.27, for the purchase of a Caterpillar 920 wheel loader from the Wastewater Enterprise cash reserves.(Gass/Steward) Pg. 163
19. Approval of a budget adjustment and approval to issue a purchase order to Wagner Equipment Co. under Sourcewell Contract #011723-CAT, in the amount of \$150,384.00, for a Caterpillar 420 backhoe for South Park Cemetery. (Gass/Burress) Pg. 210
20. Approval of a budget adjustment in the amount of \$34,990.79, and approval to purchase the replacement of two compressors on the VRV system at the Recreation Center. (Gass/Burress)Pg. 213
21. Approval of a budget adjustment and approval to issue a purchase order to RoofCare Services through CES Contract #2026-05-G1123-ALL, in the amount of \$75,669.45, for City Hall roof renovation services for the entirety of the building's roof. (Gass/Mascarenas) Pg. 216

22. Ordinance 26-03: Authorize to advertise for a public hearing. Ordinance 26-03: An Ordinance amending the updated Fire Code references within Chapter 13 of the City Ordinance (Cavin/Olive). Pg. 227

Resolution(s)

23. Resolution 26-17: adoption of Resolution 26-17 for support of projects in response to the NMDOT's January 2026, TPF Funding, Call for Projects. (Johnson/MacCornack)Pg. 229
24. Resolution 26-18: Weeds - The Resolution shall mandate the cleanup of approximately twenty-five (25) separate properties within the City. (Cavin/Franco) Pg. 233
25. Resolution 26-19: Condemnations - adoption of Resolution 26-19 the Resolution shall require the removal or demolition of four (4) dilapidated structures. (Cavin/Franco) Pg. 239
26. Resolution 26-20: Adoption of Resolution 26-20 approving a budget adjustment for the fiscal year ending June 30, 2026. (Gass/Gomez) Pg. 247

ROW Leases

27. Approval of a ten (10) year lease of Building 611 at the Roswell Air Center to Carlsbad Lifehouse Inc. for \$131,488.00 per annum (Cavin/Nairn-Mahan).Pg. 250

Bids, RFP's and Agreements

28. Approval to award RFP 26-005 for Ground EMS Billing Services to EMS Management & Consultants, Inc. (Gass/Bunch) Pg. 273
29. Approval to advertise RFP 26-006 for construction services and repairs to City-owned facilities and infrastructure (Cavin/Rogers). Pg. 275

Minutes

30. Approval of the minutes from the Regular City Council meeting on March 12, 2026. (Corn/Martinez)Pg. 280

NON-ACTION ITEMS (Information Items)

31. Airport Updates (Omar Gonzalez)
32. Airport Advisory Commission Updates (Bud Kunkel)
33. Out-of-State Travel (Informational Only)Pg. 288

PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS

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

PUBLIC HEARING(S)

34. Ordinance 26-04: Authorize to advertise for a public hearing on proposed Ordinance 26-04, An Ordinance Amending the City of Roswell's Purchasing Procedures. (Cavin/Nairn-Mahan)Pg. 296

35. Hold a public hearing and vote on a transfer of ownership and change of location of dispenser Liquor License No, DIS-000897 with on premises consumption only with patio service. Majec Gala, LLC d/b/a The Gala Event Center, located at 3 Petro Drive, Roswell, NM 88201 (Corn/Nairn-Mahan) Pg. 306

NEW BUSINESS / REGULAR ITEMS

36. Approval for a permanent change to the floor plan of a licensed premises for Walmart Stores East, LP d/b/a Walmart Supercenter #611 located at 4500 N. Main Street, Roswell, NM 88201. (Corn/Nairn-Mahan) Pg. 316
37. Approval of five-year water rights lease agreement with Leprino Foods Co. for 1,200 acre-feet of City of Roswell water rights, including an option for one (1) five-year renewal term. (Cavin/Nairn-Mahan) Pg. 319
38. Resolution 26-21: Adoption of Resolution 26-21 approving the FY24 Audit & Corrective Action Plan.(Gass/Gomez) Pg. 325
39. Consider approval of Mayor Jennings' recommendation of appointments to the Flood Task Force as follows: (Corn/Martinez) Pg 327
- Brian Houghtalin (1st Term 04/10/26 - 03/31/28)
40. Approval of Mayor Jennings' recommendations of appointments to the Cemetery Board as follows: (Corn/Martinez)Pg. 329
- Position 2 - Sarah Byrne 1st Term - 04/10/26 - 03/31/30)
41. Consider approval of Mayor Jennings' recommendation of appointment to the Occupancy Tax Board as follows: (Corn/Martinez) Pg. 331
- Position 1 - Lodging - Kabir Bhakta (1st Term 04/10/26-03/31-30)
42. Consider approval of Mayor Jennings' recommendations of the following appointment to the Planning and Zoning Commission. (Corn/Martinez) Pg. 333
- Position 2 LeLynn Taylor (1st Term: 04/10/26-03/31/30)
43. Consider approval of Mayor Jennings' recommendation of appointments to the Airport Advisory Commission as follows: (Corn/Martinez) Pg. 335
- Position 2: Jon Hitchcock (3rd Term 04/10/26-03/31/28)
 - Position 3: Cliff Waide (Partial Term 04/10/26-03/31/27)
 - Position 5: Dr. Clayton Hightower (1st Term 04/10/26-03/31/28)

COUNCILOR COMMENTS (Information Only)

CITY MANAGER REPORTS/ANNOUNCEMENTS

(Information Only)

Adjournment

If you are an individual with a disability who needs a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 at least one week before the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk at 575-637-6202 if a summary of another type of accessible format is needed. Printed and posted: **Monday, April 6, 2026**

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

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

3.

Meeting Date: 04/09/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of a budget adjustment in the amount of \$1,695,762.11 from the Public Safety Fund and approval of an early loan payoff to eliminate debt obligations and maximize cost savings by avoiding future interest in the amount of \$2,009,520.31. The remaining balance of \$313,758.20 will come from the existing Fire Protection Fund. (Gass/Chavez)

BACKGROUND:

Initiated By: Steve Chavez

The Roswell Fire Department currently has apparatus financed through PNC Bank with an outstanding balance of \$2,009,520.31. In addition to the financial considerations, several of the apparatus under this loan were destroyed during the October 24 flood event. Despite the loss of these vehicles, the City remains financially obligated for the associated debt.

Paying off the remaining loan balance would resolve these outstanding obligations, follow our 5-year plan, and ensure the City is no longer making payments on apparatus that are no longer in service. This proposal provides an opportunity to eliminate debt tied to both existing and destroyed apparatus, avoid future interest payments, and secure full ownership of currently deployed frontline equipment.

FINANCIAL CONSIDERATION

Financial Impact (Revenue and Expenses): Budget Adjustment Needed

Revenue: Cash Reserves

Expense: 55004125-698001 - \$1,695,762.11

The remaining balance of \$313,758.20 will be paid from the existing Fire Protection Fund, completing the payoff of the apparatus loan. This action will eliminate ongoing debt service obligations and prevent future interest payments on the loan, resulting in long-term cost savings for the City. Additionally, it secures full ownership of the current apparatus and resolves financial obligations tied to equipment that is no longer in service.

LEGAL REVIEW:

None necessary

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended approval 5-0 at its meeting on April 2, 2026.

STAFF RECOMMENDATION:

Staff recommends approval to authorize early retirement of apparatus loan obligations, resulting in debt reduction and elimination of future interest expenses.

Attachments

Loan Payoff



March 4, 2026

City of Roswell
PO Box 1838
Roswell, NM 88202
Attention: Daniel Fuller

RE: Lease No. 98999041-1 ("Lease")

Dear Daniel:

You have informed us that you desire to repay the Lease, in full, on **October 20, 2026** (the "**Payoff Date**"). This letter shall constitute our statement of the amount required in order for you to pay the Lease in full on the Payoff Date. This letter replaces and supersedes any and all prior payoff letters, if any, issued for the Lease, which prior letters are hereby canceled and terminated.

As of the Payoff Date, you shall owe the following with respect to the Lease (the "**Payoff Sum**"):

Remaining Payment-10/20/2026	\$313,758.20
Termination Value	\$1,695,762.11
Total	\$2,009,520.31

The Payoff Sum must be received, in immediately available funds, by 2:30 P.M. (Eastern Time) on the Payoff Date. We reserve the right to revise and notify you of any change in the Payoff Sum due to unforeseen circumstances, calculation errors, and amounts payable by you which are not included in the Payoff Sum or otherwise.

Payment of the lease should be made to PNC Bank, National Association via the following instructions.

Wire Instructions

Bank Name: PNC Bank, Ohio
Bank Address: 1900 E. 9th Street
Bank City, State, Country: Cleveland, Ohio USA
ABA/Routing Number: **041 000 124**
Account Number: **4206166645**
Beneficiary Name: PNC Bank
Reference #1: 98999041-1
Reference #2: Attn: Bridget Welsh

U.S. Overnight Address

PNC Bank, National Association
ARC Lockbox #931034
4100 West 150th Street
Cleveland, OH 44135

Subject to the terms hereof, upon payment in full in immediately available funds, any and all commitments by us to lend to you shall be terminated, and all of your obligations under the documents evidencing the Lease shall be satisfied, terminated and released, except for such provisions which expressly survive such termination.

As soon as practicable after receipt of the Payoff Sum, at your request, we shall: (i) deliver to you or such other person as you may designate (the "**Customer's Designee**"), in accordance with applicable law and with your written instructions provided to us, such other releases and such Uniform Commercial Code certifications or authorizations as

Member of The PNC Financial Services Group

995 Dalton Avenue Cincinnati Ohio 45203

www.pnc.com

City Council

Page 2 of 336

Roswell, NM

may be reasonably required to enable you or the Customer's Designee to terminate or release our interest in any collateral, so long as such collateral does not also serve as collateral for other obligations owed to us (including without limitation, any interest rate swap termination costs or foreign exchange exposures, whether or not such transactions have been terminated or finalized), and (ii) cause any other instruments which represent collateral released hereunder to be delivered to you or the Customer's Designee. We shall have no liability to you for the termination, release or assignment of any financing statement, or for the return of any possessory collateral, if we shall have complied with written instructions from you or the Customer's Designee.

If you wish to continue to use treasury management and other deposit account services with us after the Payoff Date, we reserve the right to revise (i) the fees relating thereto and (ii) the availability schedules for such services as permitted under Regulation CC. Please contact your PNC treasury management representative or the undersigned for further information. If you wish to have letters of credit, bankers' acceptances, trade acceptances or other instruments continue to be outstanding after the Payoff Date, you must contact the undersigned to arrange for cash collateral to be posted by you and/or indemnity agreements to be delivered to us by you and your new lender (if applicable) or make other arrangements acceptable to us for these services to continue.

Further, pursuant to the USA PATRIOT Act and related laws, PNC is required to establish policies and procedures to ensure compliance with anti-money laundering laws of the United States and to otherwise detect and report suspicious transactions. These procedures apply to the repayment of leases, which involves the transfer of substantial sums of money. Please be assured that PNC's application of these procedures to this transaction is not intended to suggest or imply that you or any of your funding sources is in violation of any law but is rather an impartial part of PNC's ongoing regulatory compliance program. Separately, you may be required to identify each entity which is providing replacement funding to allow us to complete our required due diligence.

Very truly yours,

PNC Bank, National Association

Bridget Welsh
Maturity Analyst Sr.
513-826-0134
Bridget.Welsh@pnc.com

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

4.

Meeting Date: 04/09/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of a budget adjustment for up to \$50,075.76, and approval to award the proposed estimate to White Rock Construction & Services, Inc. for the renovation of RFD Station 5 for up to \$150,075.76. (Gass/Chavez)

BACKGROUND:

Initiated by: Steve Chavez

The current dormitory configuration consists of three rooms within the existing footprint. A renovation plan has been developed to reconfigure the existing layout, allowing for an additional full bathroom and the addition of a fourth dorm room without expanding the building's footprint. The proposed changes focus on improving space and efficiency while maintaining safety and functionality standards.

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: n/a

Expense: 55004125 - 817503 (Public Safety Fund - Capital Buildings - Improvements) \$ 50,075.76

Financial Impact (Revenue & Expense): Budgeted

Revenue: n/a

Expenses: 55004125 - 817503 (Public Safety Fund - Capital Buildings - Improvements)

Current/Original Budget: \$734,314.49

Remaining Budget: \$734,314.49

Requested Amount: \$100,000.00

LEGAL REVIEW:

Not required at this time.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended approval 5-0 at its meeting on April 2, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Station 5 Estimate

White Rock Construction & Services Inc.
9 El Dorado
Roswell, NM 88203 US
5759104338
whiterockconstruction.bt.nm@outlook.com



ADDRESS

City of Roswell

SHIP TO

Fire Station #5
Female EMT/FF Restroom
Renovations
RFP-23-013
119 W Gayle St.
Roswell, NM 88203

Estimate 2026-025

DATE 03/20/2026

DATE	DESCRIPTION	QTY	RATE	AMOUNT
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DATE	DESCRIPTION	QTY	RATE	AMOUNT
White Rock Construction & Services, Inc	Renovate the existing three dorm room area to accommodate four dorm rooms per plans. Close off a section of the hallway and half of the electrical & communications closet to accommodate expanding to four dorm rooms. Remove doors on the electrical & communications closet and fill in opening with metal studs and drywall. Install barn style sliding doors on dorm rooms. Remove a set of double doors from a storage closet, fill in door opening with metal studs and drywall and renovate area to accommodate a restroom. Build a wall in the existing pantry to provide the extra space for the restroom. Install a solid core door with a hollow metal frame in the hallway for new restroom entry. Install a solid core door with a hollow metal frame in the hallway entering the woman's dorm room's side. Remove existing floor coverings in the work areas. Paint and texture areas that are within the scope of work highlighted on the plans. Install (1) paper towel dispenser, (1) 18"X30" mirror, (1) hand soap dispenser and (1) single toilet tissue holder in the new restroom.	1	44,934.68	44,934.68T
Engineering Fees	Electrical, mechanical and architectural design		14,025.00	14,025.00T

DATE	DESCRIPTION	QTY	RATE	AMOUNT
Plumbing & HVAC	Rough in plumbing, tie new restroom into old line at existing, plumb in new Water closet, lavatory drain, floor drain and shower drain. Top out plumbing and Domestic water from Lav to shower for hot and Toilet wall to shower for cold. Modify existing water for new toilet and lavatory. Set fixtures new toilet, lavatory faucet, shower valve and drain, floor drain Plumbing fixtures, 2 ADA height toilets, lavatory faucet, shower valve, floor drains and manual flush valve Run new exhaust duct from existing restroom to new rest room, drop 8x8 square duct with 12x12 grille Extend new 6" vent off nearest trunk location for supply air in restroom and new sleeping room All HVAC work to be connected to existing system, size and performance unknown	1	18,525.75	18,525.75T
electrical	Only includes 120V smoke detectors in the dorm rooms matching the existing design. Installing LED flat panel lay in lights instead of the previous recess can design. Temp power only includes installing (2) GFI receptacles on the existing circuitry. Dorm rooms to have (3) plugs, (1) data, (1) coax (2) three-way switches and (1) smoke detector. EXCLUDES: FA system building wide (Does not exist) Improvements or changes to the existing fire bell system. DATA plywood. Repairs to existing code violations. Relocating existing utilities not shown on plans.	1	41,255.18	41,255.18T

DATE	DESCRIPTION	QTY	RATE	AMOUNT
tile and flooring	Install tile on the wall from floor to ceiling in the new restroom. Install a shower pan and tile shower area. Install new tile floor in the existing restroom due to concrete work getting done for plumbing scope. Grind adhesive off the concrete floor and seal the floor in the new dorm area.	1	13,132.50	13,132.50T
cabinets and countertops	Install a 3' long solid surface with a stainless-steel integrated sink.	1	6,738.37	6,738.37T
notes	EXCLUDES: Painting and drywall repairs outside highlighted scope of work shown on plans. New lighting outside highlighted scope of work. Concrete floor repairs. Work in the existing restroom other than noted above. Stained concrete. QUALIFICATIONS: Work to be done during normal business hours M-F 7AM-5PM	0	0.00	0.00

SUBTOTAL	138,611.48
TAX	11,464.28
TOTAL	\$150,075.76

Accepted By

Accepted Date

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

5.

Meeting Date: 04/09/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of a purchase order in the amount of \$123,185 for conservation of two-dimensional collection items by The Conservation Center. (Gass/Brooks)

BACKGROUND:

Initiated by: Caroline Brooks

The Conservation Center (TCC) specializes in large-scale disaster recovery for collections. TCC aided the museum with the evacuation of the collection following the flood, and approximately 5,300 items were transported to their facility in Chicago for potential conservation treatment. The multi-phase conservation process will take approximately 3 to 4 years to complete. Over the coming months, TCC will provide treatment proposals and costs for review by museum staff. The grouping in this proposal is for a batch of two-dimensional items, including paintings, prints, drawings and photographs, referred to as "flats" for which there is a gap between appraised value (amount covered by insurance) and treatment cost, and that staff are recommending TCC move forward.

Items not included in this proposal are a) those in this batch that have values above the treatment costs and the insurance is directly paying for the conservation, and b) those that are still under review due to pending appraisals and/or clarification needed on coverage or treatment and which will be presented, as needed, at a later date.

Funding will be coming from the department salaries line from vacancy savings. A sole source application was filed and approved with the State of New Mexico in accordance with procurement requirements for use of a sole source vendor. The Conservation Center is the only vendor identified with the capacity to handle the volume of items in need of conservation.

FINANCIAL CONSIDERATION

The Fine Art Insurance claim will pay the City for the value of each item, approximated at \$42,475.

Financial Impact (Revenue & Expense): Budget Transfer (Vacancy Savings)

Revenue: n/a

Expenses: From line item 26114221-511110 (Full-Time Salaries) to 26114221-654801 (Contract-Professional Services)

LEGAL REVIEW:

There is no legal review at this time.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended approval 5-0 at their meeting on April 2, 2026. In prior actions, the Finance Committee recommended approval of budget adjustments and purchase orders for conservation by The Conservation Center on September 4 (5-0), October 2 (5-0) and December 4 (4-0); City Council approved on September 11 (10-0), October 9 (9-0), and December 11 (9-0).

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

TCC Flats Proposal



THE
CONSERVATION
CENTER

February 27, 2026

Caroline Brooks
Roswell Museum
1011 N Richardson Ave
Roswell, NM 88201

CLAIM NO. AXIS23031 / 24-10-06834
TCC SERVICE PROPOSAL NO. 51229_51270 Flats (Collection 3)
FEBRUARY 2026 BATCH

The Conservation Center strives to uphold the greatest standard of care when preserving and handling your collection. When conserving a piece, our goal is to preserve the artist's original intent by using non-invasive and reversible techniques while utilizing archival-grade materials; thus, forming our treatment philosophy: less is more.

Our Conservators have had an opportunity to examine your artwork. The recommendations and service proposal are as follows:

This proposal addresses the conditions and recommended treatments determined to be directly related to the claim. Please note that any pre-loss related conditions will not be addressed with treatment unless they must be stabilized prior to proceeding with treatment related to the claim. All other pre-loss conditions will remain after treatment is complete. Variations in treatment costs are due to the degrees of complexity presented by each individual piece.

Please Note: It is the responsibility of the museum to verify/conduct due diligence on items that are subject to the Visual Artists Rights Act of 1990 (VARA) and/or the Native American Graves Protection and Repatriation Act (NAGPRA).

This Service Proposal No. 51229_51270 Flats (Collection 3) [FEBRUARY 2026 BATCH] is an agreement (this “***Service Proposal***”) between International Art Services, Inc. d/b/a The Conservation Center, an Illinois corporation (“***TCC***”), and the client signing this Service Proposal (the “***Client***”). This Service Proposal is governed by and subject to the terms and conditions set forth in that certain client engagement letter agreement, entered into by and between TCC and the Client, dated October 23, 2024. This Service Proposal shall not be a binding offer or agreement to provide any Services hereunder until TCC countersigns this Service Proposal.

1. Services. TCC will provide the following “***Services***” pursuant to this Service Proposal: Conservation with respect to the Property (defined below).
2. Property. TCC will perform the Services with respect to the following “***Property***,” at the Fees described below:



3. Fees/Deposit.

a. Fees. The Fees for the Services are as follows:

Total Conservation Fee (<i>select approved items below</i>):	\$103,825.00
Laboratory Materials:	\$18,660.00
Post Treatment Report Fee:	\$700.00
TOTAL:	\$123,185.00

**Approved Items #17, 26, 29, 30, 36, 40, 46, 53, 61, 85, 86, 100, 118,
139, 175, 178, 181, 183, 218, 227, 239, 243, 290, 303, 363, 376, 378,
401**

**Invoicing for the above fees will be submitted directly to the city of Roswell*

IMPORTANT NOTE: Storage fees of \$6.00/cubic foot/month/piece of Property [\$4,975.00/month total for the items within this proposal] will take effect forty-five (45) days after receipt of this proposal and will continue to accrue until this Service Proposal is returned to The Conservation Center.

No storage fees will be charged during the treatment of the Property and for forty-five (45) days after The Conservation Center notifies the Client that treatment has been completed, but will commence at a rate of \$6.00/month/cubic foot of Property beginning on the 46th day after such notification if the Property remain in The Conservation Center's possession.

Storage fees of \$6.00/month/cubic foot of Property will apply for items unapproved for treatment.

b. Deposit. Given the fees above, the Client must remit a Deposit in the amount of 50% of the total costs of Services within fifteen (15) days of the Effective Date (as defined in the signature block below) of this Service Proposal. Upon receipt of signed proposal, The Conservation Center will provide an invoice and details for methods of payment.

IN WITNESS WHEREOF, this Service Proposal No. 51229_51270 Flats (Collection 3) [FEBRUARY 2026 BATCH- AUTH FORM 1] has been entered into as of the Effective Date below.

THE CLIENT:

Client Signature: _____

“Effective Date”: _____

Print Name: _____

Accepted by TCC as of the Effective Date:

TCC Signature: _____

Print Name: _____

Title: _____

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

6.

Meeting Date: 04/09/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of the Roswell-Chaves County Economic Development Corporation funding request of \$200,000 for Fiscal Year 2027. (Gass/Conyers)

BACKGROUND:

Initiated by TJ Conyers

The requested funding will support ongoing economic development initiatives focused on business recruitment, retention, and expansion within Roswell and Chaves County.

RCCEDC's efforts include targeted industry recruitment, workforce development partnerships, site and infrastructure readiness, marketing and promotion of the region, and support for existing local businesses. Additionally, RCCEDC works collaboratively with regional and state partners to attract new investment, diversify the local economy, and create quality job opportunities.

Approval of this funding request will allow RCCEDC to continue implementing strategic initiatives that enhance economic growth, strengthen the business climate, and increase long-term sustainability for the Roswell and Chaves County community.

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Included in the FY27 Proposed Budget

Expense: 11014261-654831 (Public Affairs - Contract-Economic Development Services)

LEGAL REVIEW:

The City Attorney has reviewed the changes to the agreement.

BOARD AND COMMITTEE ACTION:

Finance Committee recommended approval 5-0 at their meeting on April 2, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Funding Request
FY27 Service Agreement- Redlined
Budget Draft 2027
Membership Trends
Feb 2026 Balance Sheet and P&L
2024 and 2023 Audit Reports

March 5, 2026

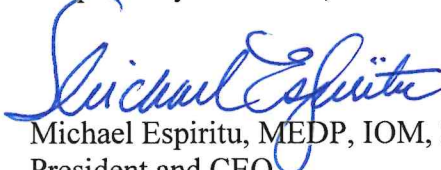
TO: Ms. Tommi Conners
Special Events Coordinator
City of Roswell
425 N. Richardson Ave.
Roswell, New Mexico 88203

Subject: Request for Fiscal Year 2027 Economic Development Funding

Dear Ms. Conners,

1. We appreciate your continued confidence and financial support of our partnership together which helps drive economic opportunities for current and new businesses in the City of Roswell. The financial investment the city provides allows us to recruit new business opportunities which create jobs, support and assist those already located and invest here, assisting in creating and sustaining a workforce for future growth, assisting with housing needs, and helping drive community development that improves the quality of life and place for everyone.
2. The Roswell-Chaves County Economic Development Corporation is a 501(c)(3) organization that is fortunate to have a strong participatory board of senior business leaders whose expertise and talent provides significant support to city and county business interests...to enhance and improve the quality of life for everyone here. We also deeply appreciate our collaborative relationship and partnership with you and pledge our continued commitment towards a stronger region for economic prosperity.
3. We anticipate another challenging year ahead and will aggressively plan to support our city's interests, plans, and goals. **We respectfully request Roswell City the same funding of \$200,000 for the 2027 fiscal year** so we may continue our work in attracting new companies and capital investment and the creation of new jobs as well as increasing property tax and Gross Receipts tax revenues for the City of Roswell and Chaves County.

Respectfully submitted,



Michael Espiritu, MEDP, IOM, STS
President and CEO

Your 2026 Funding saw these results and activities:

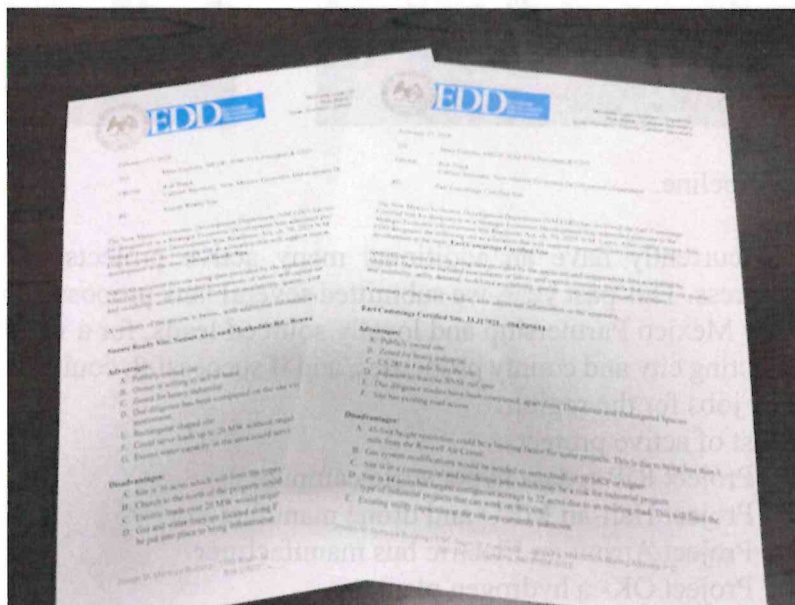
1. A review of this *past year's* major highlights of projects, programs, and other areas which your financial support provided:
 - a. Business Recruitment and Site Selection for new job growth. We recruited and saw to the fruition of the following:
 - i. We saw the successful inaugural National Championship Air Races, which saw about 56,000 attendees from 48 states and 16 foreign countries. They have an estimated \$29.6 million economic impact, with thousands of children in their STEM Discovery Zone from regional schools, military appreciation day, great air racing and aerobatic acts. We anticipate the September 16-20, 2026, to have about 80,000+ attendees, an additional 45-50 more racing aircraft with the return of the Sport and Unlimited classes, plus a new class, the "Mach Class", who will fly a new course at over 600 miles per hour. The USAF Thunderbirds are scheduled to perform, and they are a true crowd pleaser.
 - ii. Amazon, Inc., facility in final stages of construction on Monksdale Road, with a projected employee strength of 75-100 FTEs. Their Amazon Flex program allows local individuals to work for themselves and provide delivery services throughout the region. The number of jobs that are to be created is currently unclear. We hosted hiring events for their mid-April opening.
 - iii. Equipment Share, a Missouri business expansion, held a ground-breaking ceremony with NM Senator Ezzell presiding. Numerous dignitaries were in attendance to witness this new operation in Roswell on Monksdale Road. The company will hire 25-50 employees to start and are in the final stages of acquiring the land from the City of Roswell, next door to the Amazon facility.
 - iv. Battlefield Property Management, an Arkansas company expanded their operations. The company is a property remediation and restoration company who primarily provides clean-up actions after natural disasters under government contracts. They are also able to support any similar work for anyone. From the initial discussion, we saw a site visit within several days, with a building and land secured. The company hired its first two employees and conducted training and operations within 10 days of the trip. We anticipate company job growth.
 - v. Project Socks- Space Jump Trampoline Park near Sam's is a company that we assisted in their initial challenges with Walmart Inc. We saw their groundbreaking event and will see many new jobs and a pleasing family event center for all.
 - e. LEAD Generation activities:
 - i. We attended two Site Selector's Guild conferences with many consultants, showcasing our region for possible projects for new job creation. Equally important is maintaining a presence with these relationships for new potential job-creation projects.

- ii. We also attended MRO Americas, PB Expo, Industrial Asset Management, and this past year to identify leads and potential new projects.
 - iii. Our consistent posting on social media weekly supports our message and highlights the numerous resources companies may be attracted to. As a result, we have grown in the number of people and companies desiring to learn more about Roswell and Chaves County. Detailed data to date is attached.
- c. New Mexico State Job Training Incentive Program (JTIP) funds were awarded this past fiscal year to facilitate new job growth in this region. We testified with the companies at the state JTIP boards and saw 100% of their funding requests granted.
- i. BiltWise (Fortified) Structures
 - 1) 100 new jobs
 - 2) Average wage \$20.53
 - 3) Awarded \$974,802.00
 - 4) Average wage salary is \$20.53



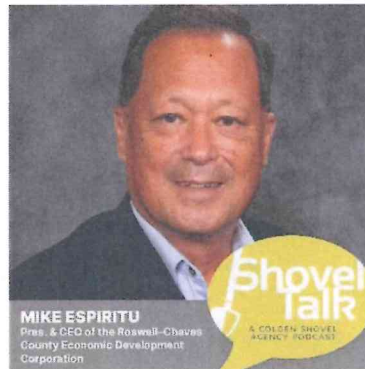
- d. Project pipeline.
- i. We currently have an additional many active projects in varying stages of progress. This past year, we submitted several new proposals to requests from the New Mexico Partnership and locally sourced leads, for a variety of new projects affecting city and county properties, and if successful, could also create numerous new jobs for the region.
 - ii. A list of active projects:
 - 1. Project RIP-a data hyper scale campus
 - 2. Project Hail-an MRO and drone manufacturer
 - 3. Project Arrow-an Electric bus manufacturer
 - 4. Project OK- a hydrogen plant
 - 5. Project Seeker-a critical minerals recycling plant
 - 6. Project AQM-a new MRO company
 - 7. Project Bulge-a new MRO company
 - 8. Project Atom-an annual event company
 - 9. Project Luminate-a modular housing manufacturer
 - 10. Project BaraGas-a specialty tool manufacturer
 - 11. Project show- amphitheater project

- e. **Business Retention and Expansion (BR&E).** We continue to keep our focus on supporting our local business community, who have already invested in our communities and created jobs, met payroll, and supported our local tax base. Our goal is to support them to save jobs or support any expansion effort they may be considering and identifying any trends and solutions to business concerns and challenges. We visited over 120 local businesses throughout Roswell and Chaves County to date.
- f. We conducted a business seminar with guest speakers from America's Job Center, which brought many local businesses together to better understand the various programs to support their staffing needs. This was in preparation for the highly successful Be Pro Be Proud Career event for all high schools in the county.
- h. **Housing Development and Real Estate.** Through a grant program with the New Mexico Economic Development Department called LEADS, we received \$25,000 in funding to develop new sites for their site readiness program. We also received formal recognition for two previous sites under the state's program to support our marketing and recruitment efforts. The new funding will be used in concert with the city's Community Development Department to identify the best sites for shovel-ready status.



- i. In our Marketing engagements, we continue to contract with Golden Shovel, an economic development-only website company. We in refreshing the entire site to showcase Roswell and Chaves County and our abundant resources and potential for new growth. We continue to make refinements to keep the site clean and fresh to attract new investment and job creation. Also, we are actively engaging on social media using Facebook, Instagram, and Linked-In platforms in our outreach efforts

and have seen a larger following since the beginning of the fiscal year. Our President/CEO was a guest on a Shovel-Talk: an economic development podcast speaking on the topic of “Maximum Effort: How going above and beyond is driving success in Roswell”. He was also a guest on a National Rural Economic Development Association webinar entitled “ Success in a Small Town: Proven Marketing Strategies that Drive Rural Growth” February 2026.



- j. As in past years, we hosted a reception for US Navy pilot training events at the Roswell Air Center. This year we hosted a welcome reception of over 50 Naval Aviators at a local restaurant, thanking them for their selection of Roswell and their large economic impact on our community. We host these receptions to encourage their return each year. Also, we discussed the possibility of additional training in the fall with a different naval unit.



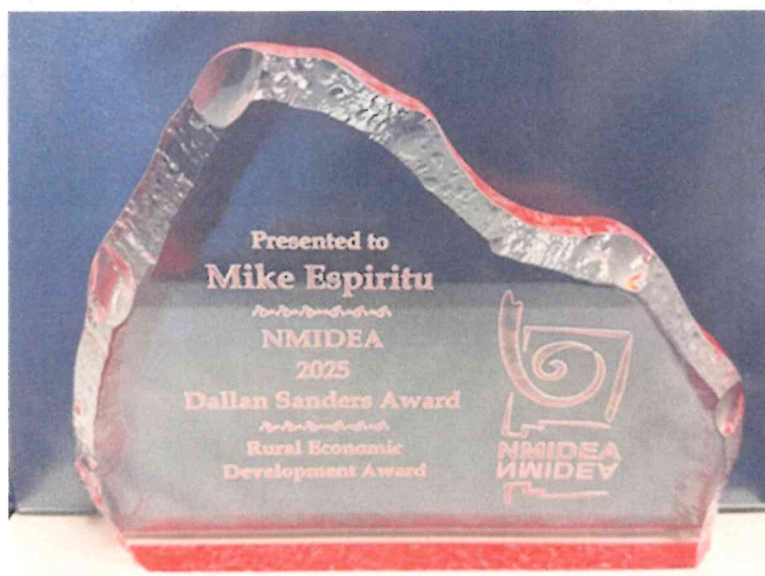
- k. During the 2026 state legislative session, we hosted the well-attended Chaves County Legislative Reception and saw many state lawmakers and people in attendance, with Senator Candy Ezzell as our keynote speaker. After this year's legislative session, we hosted a Legislative Recap with seven of our regional state legislators and over 50 business leaders and citizens in the audience.



1. We were recertified as a NM State Certified Economic Development Organization for this fiscal year by the New Mexico Economic Development Department, receiving a grant to support our critical mission to strengthen our local economy.



- m. We remain engaged in agreement with Retail Strategies to position Chaves County for stronger retail growth as predicted by the air race's impact on this region.
- n. Our President and CEO was recognized at the NMIDEA Winter meeting with the 2025 Dallan Sanders Award (second award) for NM Rural Economic Developer.



- o. We hosted the 2nd Annual RCCEDC Celebrate Chaves County, honoring the 30 of the Best of Chaves County businesses. With over 450 in attendance, we also honored the Community Service Award to Community Kitchen, the Small Business of the Year to Beehive Homes, and the Large Business of the Year to Eastern New Mexico Medical Center.

CELEBRATE
Chaves County
LUNCHEON

JOIN US IN CELEBRATING LOCAL INDIVIDUALS & BUSINESSES!

\$400 - Table of 8
\$50 - Individual Ticket

Wednesday, July 30, 2025
11:30am - 1:00pm
Doors Open @ 11am

VOTE FOR YOUR FAVORITE LOCAL SPOTS!

Encanto Event Center
1010 S. Main St.
Roswell, NM

BEST OF CHAVES COUNTY 2025

AWARDS
Community Service Award
Outstanding Small Business of the Year
Outstanding Large Business of the Year

Voting
BEGINS JUNE 1, 2025
ENDS JUNE 13, 2025

PROUDLY PRESENTED BY
RCCEDC
ROSWELL-CHAVES COUNTY
ECONOMIC DEVELOPMENT CORPORATION

Our projected plan and scope of work for fiscal year 2027 consists of:

1. Business Attraction and Recruitment. We will continue to team with the New Mexico Partnership to submit for new project proposals as well as attending targeted sales and trade missions. We will educate and share the Roswell-Chaves County story to site selection consultants and companies.
 - i. We plan to attend the following with an emphasis on the aviation sector:
 - a. Site Selector's Guild (SSG)
 - b. Industrial Asset Management Council (IAMC)
 - c. Maintenance, Repair and Overhaul (MRO) Conference and Expo
 - d. PB (Parts Based) Expo
 - e. National Business Aviation Association Conference and Expo (NBAA)
 - f. Air Force Association Annual Conference and Expo (AFA)
 - g. SpaceCom Expo and conference
 - h. Others if available in market sectors of aviation, value-added agriculture, and manufacturing.
 - ii. We will seek opportunities in other sectors to support community development for a stronger Roswell-Chaves County with other potential special events to include full support to the 2nd National Championship Air Races.
2. Business Retention and Expansion program. We will continue our goal of visiting 20 local businesses to identify concerns, expansion and growth opportunities, and provide access to resources and solutions so they can continue to be successful.
3. Real Estate and Housing Development.
 - i. Maintaining a portfolio of regional properties and buildings is a critical component in assisting potential projects. We will continue to collaborate with local real estate companies, city, and county governments to catalog, maintain, and keep these assets current. Although we are not real estate brokers, we will provide options for potential project owners to consider when evaluating their needs with existing resources.
 - ii. We will continue towards certification of other shovel-ready projects with the NM state Site Readiness Program.
 - iii. Housing continues to be a critical need for this region. We will continue a persistent presence with housing and land developers, and others to accelerate the local housing inventory.
4. Workforce Development. Every site selection consultant and company place a skilled workforce as their top priority when considering locating a project anywhere. We will continue our priority efforts in this area to support existing companies, new projects, and students throughout our county. We will continue efforts in creating and enhancing the talent pipeline with ENMU-R.

- i. We will continue our work with county-wide public schools with Career Technical Education programs which will help create pathways for our secondary students into careers here.
 - ii. Our strong partnership with Eastern New Mexico University-Roswell, allows for the creation of new possibilities in coursework or possible certification programs to better support existing companies and potential companies to create the workforce they need.
 - iii. Apprenticeship programs with the America's Job Center have netted success this current year, and we anticipate additional successes with other local companies next year to help fulfill their future workforce needs.
5. Marketing, advertising, and educating others in our region. We will continue to enhance and maintain a credible on-line presence with our website and social media platforms to reach our local communities, while employing new tactics to reach site selection consultants and companies for potential projects. We will create new marketing collateral, advertise in specific trade publications, and sponsor those activities that support our county's need for economic growth. One of these endeavors is the 5th edition of Livability Media community magazine, which is used for both talent attraction and business recruitment. We will continue to enhance our web presence.
6. Legislative advocacy is another area in which we continue to play an important role in supporting the needs of our community with potential legislation proposals and challenges. We will continue to coordinate and collaborate with city, county, state, and federal elected officials with those issues affecting our business communities. We intend to attend and support the 2027 New Mexico Legislative session next year and appropriate legislative committees. We will continue to attend Chaves County Commission and Roswell City Council meetings.
7. We will renew our Retail Strategies agreement to continue supporting new potential retail businesses' growth in underserved sectors.
8. We will conduct our 3rd annual RCCEDC Celebrate Chaves County Gala and honor local businesses, large and small as well as community/business awards.
9. Professional Development. We plan to attend the following to maintain current with economic development trends and all levels to maintain proficiency in supporting our region and businesses. These may include:
 - i. International Economic Development Basic Course and Annual Conference
 - ii. New Mexico IDEA (state-wide Economic Developers Association)
 - iii. New Mexico Governor's Conference on Economic Development
 - iv. Advance Economic Development Practitioner Leadership Course

**BUSINESS RETENTION, EXPANSION, AND ECONOMIC DEVELOPMENT
AGREEMENT**

This BUSINESS RETENTION, EXPANSION, AND ECONOMIC DEVELOPMENT AGREEMENT (“Agreement”) is hereby entered into on this Effective Date (the “Effective Date”), by and between the CITY OF ROSWELL, NEW MEXICO (“City”), a political subdivision of the State of New Mexico, located at 425 N. Richardson, Roswell, NM 88201, and ROSWELL-CHAVES COUNTY ECONOMIC DEVELOPMENT CORPORATION, a(n) New Mexico Nonprofit Corporation, whose principal address is PO Box 849, Roswell, NM 88202 (“RCCEDC”), collectively referred to herein as the Parties.

RECITALS

WHEREAS, RCCEDC is a non-profit organization dedicated to recruiting new, quality businesses to Chaves County and assisting with business retention & expansion, business attraction, government relations, and workforce development; and

WHEREAS, RCCEDC is willing to provide economic development services to the City; and

WHEREAS, RCCEDC is the only entity in the City that can provide these services, and as such, is considered a sole provider, and

WHEREAS, the City desires to utilize the services of the RCCEDC.

NOW THEREFORE, in consideration for the mutual covenants contained herein, RCCEDC and the City agree as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date and shall continue for a period of 2 years (the “Term”). This Agreement may thereafter be renewed for ~~1~~2 additional periods of 2 years (the “Renewal Term”), upon mutual written agreement of the Parties. The renewal period shall be governed by the same terms and conditions hereof, except as may be otherwise agreed in writing by the Parties.

2. SCOPE OF WORK

a. In consideration for the Compensation, as that term is elsewhere defined herein, and for the other warranties, covenants and obligations of the City provided for herein, RCCEDC hereby agrees to provide the goods and perform the services described in and according to the

terms set forth below in Exhibit A: Scope of Work, which Exhibit is attached hereto and incorporated by reference as if set forth fully herein. RCCEDC's requirements under this Section shall be referred to herein as the "Work."

b. The Work shall be performed in a proficient and skillful manner. Unless otherwise specifically provided in this Agreement, all equipment, materials and articles incorporated in the Work are to be new and of the most suitable grade for the purpose intended.

3. **COMPENSATION**

In consideration for the Work, as that term is elsewhere defined herein, and for the other warranties, covenants and obligations of RCCEDC set forth herein, the City hereby agrees to pay to RCCEDC the compensation described in and according to the terms set forth below in Exhibit C: Compensation, which Exhibit is attached hereto and incorporated by reference as if set forth fully herein. The City's requirements under this Section shall be referred to herein as the "Compensation."

4. **GOVERNANCE**

RCCEDC agrees that an individual as designated by the City Manager will serve as *ex-officio*, non-voting member of the RCCEDC Executive Committee of the Board of Directors. In the event that RCCEDC has a vacancy in the President position, the City shall have a representative on the search committee.

5. **COOPERATION WITH OTHER ENTITIES**

RCCEDC agrees that it will work closely, and cooperate with the local entities, including but not limited to Roswell Hispano Chamber of Commerce, the Roswell Chamber of Commerce, and MainStreet Roswell, and other state or federal entities that can assist in accomplishing the goals of this Agreement.

6. **REPORTING**

RCCEDC shall make the following reports:

- a. Quarterly and Annual Reporting. RCCEDC will provide quarterly and annual reporting to the Public Affairs ~~Supervisor~~ Director as outlined in Exhibit B: Metrics, which Exhibit is attached hereto and incorporated by reference as if set forth fully herein. RCCEDC's requirements under this Subsection shall be referred to in this Agreement as the "Metrics."

- b. Annual Presentation to City Council. RCCEDC shall make an annual presentation to the entire City Council during a City Council meeting (~~May-July~~ or ~~August-June~~). This report shall include a disclosure of RCCEDC financial status, RCCEDC Profit and Loss Actuals vs Budget, operations conducted during the preceding year, planned future operations, any other information agreed to by both the RCCEDC and the City.
- c. Annual Strategic Plan. Within three months of the execution date of this Agreement, the RCCEDC will prepare and present to the City Manager a one-year strategic plan establishing longer-term goals and objectives for the RCCEDC that are in alignment with the City's expectations as outlined in the Scope of Work.

7. **ANNUAL REVIEW**

a. The City Manager, or designee, will evaluate the performance of RCCEDC annually, on the basis of the Metrics. The City Manager or designee will make a finding as to whether RCCEDC is in compliance with the terms of the Agreement based upon a thorough review of the Metrics, any Special Projects Performance Reports, and interviews with stakeholders and other interested parties. If the City Manager determines RCCEDC is not in compliance, then RCCEDC will receive no further payments until such time as the City Manager deems RCCEDC is in compliance with the full terms of this Agreement.

b. At the end of the first year and each successive year, and following a satisfactory performance evaluation and determination of compliance with the terms of this Agreement, the Parties agree that they will meet to review the most recent Scope of Work and consider such amendments to the Scope of Work and a funding level mutually agreeable to the parties that is and representative of the value of services provided.

8. **COMPLIANCE WITH LAW**

a. RCCEDC shall keep fully informed of all state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in connection with the Work, or the materials or equipment used in the Work, or in any way affecting the conduct of the Work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the Work.

b. RCCEDC hereby warrants that it currently observes and complies with all such applicable laws, ordinances, regulations, orders and decrees, and that it shall remain in full such compliance, and shall cause all of its employees, agents, and subcontractors to so remain, throughout the Term, and all Renewal Terms.

c. RCCEDC shall further protect, defend and indemnify the City and its councilors, officials, officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by RCCEDC or RCCEDC's employees.

9. LICENSES AND PERMITS

RCCEDC shall pay for and obtain, and maintain in full force during the Term, and any Renewal Term, any and every permit or license necessary and appropriate for performance of the Work. RCCEDC shall provide copies of any permit or license required under this Section upon demand of the City.

10. RECORD KEEPING AND INSPECTION

a. shall keep and maintain its books, records, documents and other evidence in connection with the Work (and require its subcontractors to keep the same) and adopt accounting procedures and practices sufficient to reflect properly all charges and payments of whatever nature relating to the Work or otherwise chargeable or owing to the City in connection with the performance of the Work. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout. RCCEDC's recordkeeping and accounting system must properly reflect all such fees, charges and payments as they are incurred or made, and must demonstrate support that all amounts charged or paid to the City are properly chargeable or paid in full in accordance with the terms of the Agreement.

b. RCCEDC shall maintain all records required under this Section for a period that is the longer of 3 years after termination or expiration of this Agreement, or the period required under applicable law. RCCEDC must not dispose of such documents prior to the expiration of this period without prior written approval from the City. At the City's request, RCCEDC and its subcontractors must furnish the City with all such records that may be requested.

11. INDEPENDENT CONTRACTOR

a. The relationship of RCCEDC to the City shall be that of an independent contractor. RCCEDC is not and shall not be considered an employee of the City. RCCEDC and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the City. RCCEDC's employees, servants, agents, or representatives are not and shall not be deemed employees of the City.

b. This Agreement shall further not constitute the formation of a partnership or joint venture. RCCEDC is without authority to act as the agent or representative of the City and shall not purport to agree to or approve on behalf of the City any contract or obligation of the City or obligate or pledge the credit or funds of the City without written approval from the City.

12. TERMINATION

Either Party may terminate this Agreement at any time during the Term or any Renewal Term hereof by giving 60 days written notice in advance. Termination under this Section shall not terminate, prejudice or otherwise effect any right or obligation accruing hereunder prior to the termination.

13. INSURANCE

a. RCCEDC agrees to have and maintain the policies of insurance set forth in Exhibit D: Insurance, which Exhibit is attached hereto and incorporated by reference as if set forth fully herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

b. RCCEDC's insurance obligations under this Agreement shall be:

- i. all insurance coverage and/or limits by or available to RCCEDC; or
- ii. the ~~minimum coverage~~minimum coverage requirements and/or limits set forth in Exhibit D, whichever is greater.

c. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits set forth in Exhibit D, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements set forth in Exhibit C are sufficient to cover the obligations of RCCEDC pursuant to

this Agreement. RCCEDC's requirements under this Section shall be referred to herein as the "Insurance."

d. Maintenance of insurance coverage set forth in this Section during the entire Term, and any Renewal Term, is a material element on of this Agreement and failure to maintain or renew coverage or to provide evidence of the existence or renewal of required insurance may be treated by the City as a material breach of this Agreement.

14. INDEMNIFICATION AND HOLD HARMLESS

a. RCCEDC agrees to accept responsibility for loss or damage to any person or property, and to release, defend at its own expense, indemnify, and hold harmless the City, its council members, officials, officers, employees, agents, and volunteers, against any and all liability, actions, claims, losses, damages, disabilities, and expenses, including costs of litigation and reasonable attorneys' fees, that are asserted by any person or entity, to the extent arising out of any and all acts or omissions of RCCEDC, or its officers, employees or agents, in the performance of this Agreement, excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts.

b. RCCEDC agrees to be responsible for all loss or damage from any cause whatsoever to any of its property or equipment. RCCEDC is responsible for providing its own liability and loss insurance coverage for any of its property or equipment and RCCEDC expressly acknowledges that no part of said property or equipment shall be covered under the City's insurance policies.

c. These indemnifications are independent of and shall not in any way be limited by the insurance requirements of this Agreement. Approval by the City of the insurance requirement by this Agreement shall not in any way relieve RCCEDC from liability under this Section. The City's right to indemnification hereunder shall survive termination, whether for cause or not, or expiration of this Agreement.

15. FORCE MAJEURE

RCCEDC shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical

service, nor for any failure or delay caused by the negligence or omission of the City. RCCEDC must make every reasonable attempt to minimize delay of performance. In the event of a force majeure, RCCEDC shall notify the City thereof within 10 days of its occurrence. If such force majeure continues longer than 120 days, either Party may terminate the Agreement, as otherwise provided for herein.

16. NONDISCRIMINATION

RCCEDC shall not discriminate against any otherwise qualified employee, applicant for employment, subcontractor, or other person, in connection with the performance of the Work, unless based on a bona fide occupational qualification or other statutory prohibition, because of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap or serious medical condition, or spousal affiliation. In the event of RCCEDC's noncompliance with the provisions of this Section, this Agreement may be canceled, terminated or suspended, in whole or in part, and RCCEDC may be declared ineligible for further contracts with the City.

17. CHOICE OF LAW AND FORUM SELECTION

This Agreement shall be governed by the laws of the State of New Mexico, exclusive of choice of law provisions, and venue for any judicial proceeding resulting here from shall lie in the Fifth Judicial District, Chaves County, New Mexico.

18. NOTICES

Notices and other communications under this Agreement must be in writing and are effective upon the sooner to occur of (i) the business day actually received (or if such date is not a business day, on the next business day thereafter), (ii) on the next business day after placing such written notice or communication with a reputable overnight delivery service for overnight (next morning) delivery, or (iii) on the third (3rd) business day following the date on which such written notice or communication was deposited with the United States Postal Service with postage prepaid and marked as certified or registered mail, return receipt requested, so long as, in each case, such written notice or communication was addressed to the Party to whom it was intended at such Party's address set forth herein or to such other address as that Party may from time to time provide in a writing pursuant to this Subsection to the other Party:

CITY OF ROSWELL

Attn: Hessel Yntema
City Manager
P.O. 1838, Roswell, NM 88202-1838

ROSWELL-CHAVES
ECONOMIC
CORPORATION

Attn: Mike Espirtu
President
PO Box 849, Roswell, NM 88202

COUNTY
DEVELOPMENT

19. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

20. ENTIRE AGREEMENT, MODIFICATION

This Agreement constitutes the entire agreement of the Parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may only be modified or amended in writing, signed by the Parties hereto, and any such duly-executed written modification or amendment shall be automatically incorporated into this Agreement as if set forth fully herein.

21. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. NON-WAIVER.

The Parties agree that no failure to exercise and no delay in exercising any right, power or privilege under this Agreement on the part of either Party shall operate as a waiver of any right, power, or privilege under this Agreement.

23. RIGHTS CUMULATIVE

All rights, options, and remedies of the City contained in this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and the City shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Agreement.

24. BINDING EFFECT

|

This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

25. NO ASSIGNMENT

RCCEDC shall not assign, sublet or subcontract any obligation, duty, right or covenant hereunder without the express written consent of the City, which the City may withhold in its total discretion.

26. AUTHORITY

The individual signing below warrants and represents that he or she is duly authorized to execute this Agreement on behalf of RCCEDC.

27. 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 Agreement.

28. NO ADDITIONAL REPRESENTATIONS

a. RCCEDC expressly acknowledges that in entering into this Agreement, it does not rely on any statement, representation, or warranty other than those expressly set out in this Agreement.

b. RCCEDC expressly acknowledges that it has been advised to seek its own separate legal counsel for advice with respect to this Agreement, and has had sufficient opportunity to do so. The Parties further agree that interpretation of this Agreement shall be made without regard to authorship or negotiation.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, RCCEDC and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on this Effective Date, the Effective Date hereof.

“City”

CITY OF ROSWELL

“RCCEDC”

ROSWELL-CHAVES COUNTY
ECONOMIC DEVELOPMENT
CORPORATION

By: Hessel Yntema Date
City Manager

By: Mike Espirtu Date
President

CITY SEAL

Amalia Martinez, City Clerk Date

Approved as to form:

Christopher J. Nairn-Mahan, City Attorney

EXHIBIT A: SCOPE OF WORK

Working in cooperation with and pursuant to the City's direction, and in alignment with adopted City policies, resolutions, and ordinances, RCCEDC shall be responsible for providing the following activities and services for the promotion of economic development in the City of Roswell and Chaves County.

1. **Business Retention, Expansion, and Recruitment:** RCCEDC shall:
 - a. Actively recruit new businesses and industries to Roswell, New Mexico; RCCEDC shall show growth of business and job creation as outlined in the Metrics.
 - b. Work to retain existing businesses by conducting one-on-one meetings to educate Roswell businesses by linking companies to services through determining needs regarding such things as financial needs, training opportunities, establish early warning signs of at-risk businesses, and by linking companies to programs available to assist them in economic growth. RCCEDC shall show growth of business participation and retention through its reporting of the Metrics.
 - i. Provide services to private sector and nonprofit developers including consultation on available assistance programs and recommendation on pursuance of certain programs; and assistance in obtaining financing, state or federal tax credits, tax abatements, tax increment financing, grants and other non-City sources of revenue or assistance.
 - ii. Provide services to existing and potential businesses including: technical assistance consultation; access to local, state and federal incentive programs; small business financing and referral to other service providers; and the provision of demographic, economic and real estate information.
 - c. Promote of workforce development by connecting with available local and state resources.
 - d. Furnish technical services pertaining to all economic and industrial development matters as well as stimulation of entrepreneurship and small business growth recruitment of new business and investments including business attractions efforts for targeted business sectors.

- e. Collaborate with City Public Affairs to market Roswell, New Mexico regionally, nationally and internationally, while maintaining committed leadership that facilitates and encourages actions to stimulate the local economy.
- f. Develop and promote of pro-business policies important to the greater Roswell area.
- g. Recruit of highly qualified and credentialed business leaders and staff to provide leadership in areas of commercial and community development.
- h. Provide technical support where needed and work cooperatively with the economic development agencies and, as appropriate, other jurisdictions and agencies such as the New Mexico Economic Development Department, to further the City's economic development mission, strategy and policies, and to ensure alignment and synergy between the City and these agencies.
- i. Serve as the lead agency to coordinate, evaluate, and recommend incentive actions, as appropriate, for all development and redevelopment activities by serving as the key intake agency for all such development and redevelopment projects on behalf of the City, as well as the economic development agencies, whether staffed by the RCCEDC or otherwise. These activities will be conducted in accordance with any economic development and incentive policies that may be adopted from time-to-time by the City.
- j. Actively participate with the City on the City's comprehensive economic development strategy by providing technical assistance and communicating support for proposed and enacted state economic development and business legislation.
- k. Provide special assistance in the marketing and development of economic development opportunities within the Opportunity Zones located within the City of Roswell and Chaves County.
- l. Provide special assistance in the marketing and development of economic development opportunities at the Roswell Air Center ("RAC") as follows:
 - i. Market listings of RAC property.
 - ii. Act as advocates for the business located at RAC, except in contract negotiations between the City and any of its tenants.
 - iii. Act as a resource to connect businesses located at RAC with various funding opportunities identified by, and facilitated by EDC, as appropriate.

- |
- iv. Collaborate with school system and ENMU-R for employee development at RAC and related businesses located at RAC.
 - v. Collaborate with City Staff at RAC to develop business opportunities on City-owned real estate at RAC.
 - vi. Assist City Staff in reviewing under-utilized real estate through evaluations, walk-throughs, and provide assistance in marketing and recommendations for development.
 - vii. Assist the City in implementing and pursuing its marketing plan for RAC.
 - viii. Assist the City as a bridge to any applicable federal and state programs or incentives that would further economic development at RAC.
2. **Technical Services:** RCCEDC shall develop a website designed to enhance the profile of Roswell as a competitive business opportunity and to communicate that profile regionally, nationally and internationally in conjunction with partners such as New Mexico Partnership, and the New Mexico Economic Development Department and other available partners. Additionally, coordinate with City Community Development Department in a website designed to highlight real estate development opportunities within the City.
3. **Other:** RCCEDC shall performing such other related services as may be appropriate.

EXHIBIT B: METRICS

1. **Quarterly Reporting:** RCCEDC shall provide to the City on a quarterly basis, no later than the ~~thirtyth~~ ~~tenth~~ day of the month following the end of each quarter, the following:
 - a. Brief description of recruitment efforts and growth of participation in EDC activities to be provided including proof of performance for advertisement for industry trade clusters, site selection and consulting events, potential recruitment opportunity proposals, in a format and forum mutually agreed upon by the Parties.
 - b. Profit and Loss Actuals vs Budget Financial Report
 - c. Educational opportunities provided to members and non-members
 - d. Job Creation Report, including a cost/benefit analysis of jobs created versus money expended on development of such jobs
 - e. Business Retention Report, including
 - i. A general report of businesses assisted
 - ii. A list of business expansion opportunities or plans
 - iii. Metrics and proof of performance for plan of action to include contact with (20) county-wide businesses weekly, ~~award at least (3) faced grants annually~~, support & testify at every JTIP request with the NM State Board, provide support for company expansion and new job growth.
 - f. Industry Business Solicitation Report, including
 - i. executive project summaries (subject to appropriate confidentiality measures).
 - ii. lost opportunities and recommendations for addressing perceived areas in need of improvement
 - iii. Metrics to include the following: (2) potential projects monthly, (4) project site visits annually, locate a total of (3) projects annually, Assist companies to create at least (250) jobs annually.
 - g. Housing & Retail Property Report
 - h. New and changed programing
 - i. Promotional campaigns
 - j. Cooperative efforts with area organizations

2. **Annual Report:** RCCEDC shall provide to the City on an annual basis, no later than 14 days before RCCEDC's annual presentation to the City Council, the following:

- a. End of year financial report, 4th quarter report included ~~(audited, if done)~~
- b. Proposed Annual Budget
- c. List of new industrial/economic-based businesses projected and/or acquired for the City of Roswell and Chaves County.
- d. List of trends in possible job losses for the community
- e. Overview of Operations & Strategic Plan for Proceeding year and planned future operations to solicit new business to Roswell, New Mexico
- f. Proof of liability insurance

EXHIBIT C: COMPENSATION **this could change**

1. The City will allocate funds each fiscal year to be used solely for business retention, expansion, and economic development purposes. RCCEDC shall submit a funding request to the City by April 15th of each year and shall invoice the City quarterly. The request will include a detailed plan, including performance metrics and criteria for evaluation, for economic development services to be provided for the upcoming fiscal year. The RCCEDC shall also comply with the reporting requirements in Paragraph 6 and Exhibit B. The City shall notify RCCEDC by July 15th of each year, the amount allocated. The amount funded may change and is subject to City Council absolute discretion in appropriating sufficient funds.

2. The City directs funds to the following items within the RCCEDC Agreement in the following amounts:

- i. Business Retention, Expansion, and Economic Development Services at 80%
- ii. Technical Services (as defined in Exhibit A) 20%

3. The City has allocated **\$200,000** for the initial term of this Agreement for services as outlined in Exhibit A, Scope of Work. RCCEDC shall invoice the City quarterly. Invoices shall include detailed Quarterly Performance Report, including descriptions of work performed during the previous reporting period, status of ongoing projects, and analysis of ability to meet agreed-upon performance and development goals and objectives. The City agrees to pay Invoice within fifteen (15) days of receipt of the invoice and approval of Quarterly Performance Report. All invoices should be sent to the attention of the City of Roswell Public Affairs Department; PO Box 1838, Roswell, NM 88202.

4. The City may agree to reimburse RCCEDC a sum not to exceed \$25,000 for special projects provided such special projects are specified and pre-approved by the City Manager. RCCEDC shall submit separate invoices for each special project. Invoices for special projects shall include a detailed Performance Report, including descriptions of work performed during, status report, and analysis of ability to meet agreed-upon performance and development goals and objectives. The City agrees to pay Invoices for special projects within fifteen (15) days of receipt of the invoice and approval of special project Performance Report. Invoices for reimbursement of special projects shall be submitted to City of Roswell Public Affairs Department: PO Box 1838,

Roswell, NM 88202. Reimbursement for additional special projects beyond the initial allocation of \$25,000 shall be established by separate agreement.

DRAFT

EXHIBIT D: INSURANCE

1. MINIMUM SCOPE OF INSURANCE

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

☒ I. **Commercial General Liability** (“CGL”): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

☒ II. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if RCCEDC has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$1,000,000.00** per accident for bodily injury and property damage.

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

☐ IV. **Professional Liability (Errors and Omissions)**: Insurance appropriate to RCCEDC’s profession, with limit no less than **\$1,000,000.00** per occurrence or claim, **\$2,000,000.00** aggregate.

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

b. If RCCEDC maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by RCCEDC.

2. ADDITIONAL INSURED STATUS

The City, its council members, officials, officers, employees, agents, and volunteers are to be covered as additional insured on the CGL policy with respect to liability arising out of the Work performed by or on behalf of RCCEDC, including materials, parts or equipment furnished in connection with the Work. General Liability coverage can be provided in the form of an endorsement to RCCEDC's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, or CG 20 38; and CG 20 37 form is later revisions used).

3. PRIMARY COVERAGE

For any claims related to this Agreement, RCCEDC's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its council members, officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its council members, officials, officers, employees, agents, and volunteers shall be excess of RCCEDC's insurance and shall not contribute to it.

4. NOTICE OF CANCELLATION

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

5. WAIVER OF SUBROGATION

RCCEDC hereby grants to the City a waiver of any right to subrogation which any of RCCEDC's insurers may acquire against the City by virtue of the payment of any loss under such insurance. RCCEDC agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

6. SELF INSURED RETENTIONS

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

7. ACCEPTABILITY OF INSURERS

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

8. CLAIMS MADE POLICIES

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

- i. The Retroactive Date must be shown, and must be before the Effective Date of this Agreement or the beginning of Work hereunder.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Work.
- iii. If coverage is canceled or not renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, RCCEDC must purchase “extended reporting” coverage for a minimum of five years after completion of the Work.

9. VERIFICATION OF COVERAGE

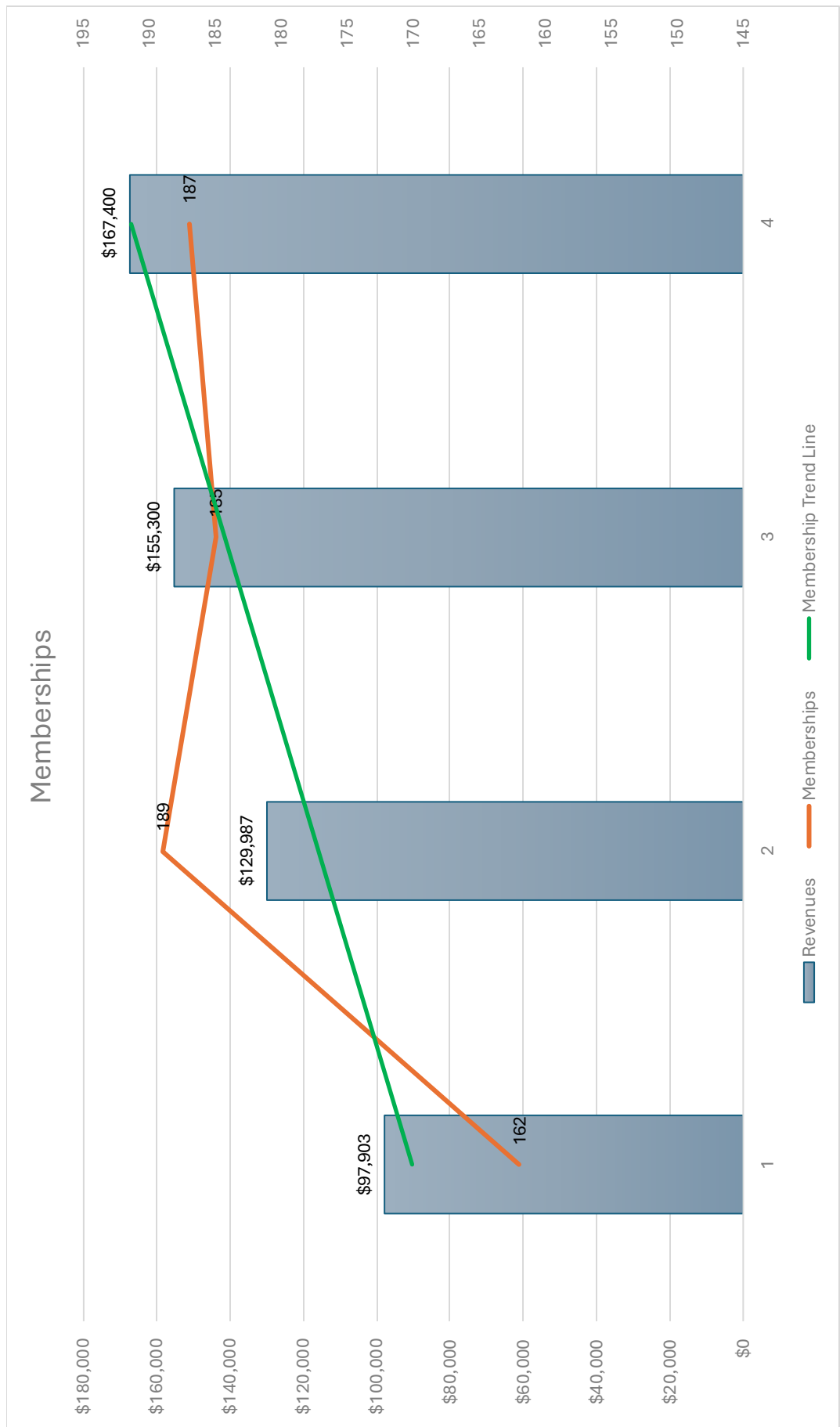
RCCEDC shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Section. All certificates and endorsements are to be received and approved by the City before the Work commences. Failure to obtain the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

10. SPECIAL RISKS OR CIRCUMSTANCES

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

RCCEDC 2027 Budget DRAFT

Income:		Chart of Accounts	2026 Budget	2027 Proposed Budget
County		1409	\$200,000	\$200,000
City		1407	\$200,000	\$200,000
Membership		1413	\$150,000	\$150,000
Lease BX-3		1463	\$1,800	\$1,800
Other Income (Annual Meeting & Livability-ENMMC)		1487	\$30,000	\$20,000
Legislative Reception		32465	\$2,000	\$2,000
Retail Market Study		34465	\$0	\$0
Interest Income		1480	\$4,000	\$5,000
Dividend Income		1485	\$5,000	\$10,000
Certified EDO Grant (NMEDD)		36478	\$40,000	\$40,000
LEADS Site Preparedness Grant (NMEDD)		37479	\$25,000	\$0
Unrealized Gain/Loss		1495	\$4,000	\$5,000
Special Event Income		28465	\$500	\$10,000
	Total:		\$662,300	\$643,800
Program Expenses:				
Advertising		1501	\$36,000	\$20,000
Board/Membership and Annual meetings		1502	\$21,500	\$21,500
Business Expansion		1510	\$1,000	\$1,000
Business Recruitment		1511	\$22,000	\$31,000
LEADS Certified Site Preparedness		37579	\$25,000	\$0
Entertainment/meals		1517	\$500	\$250
Façade grant expenses		35577	\$10,000	\$10,000
Legislative Reception		32582	\$20,000	\$20,000
Mileage		1529	\$4,000	\$5,000
Special event		28575	\$3,000	\$4,000
Travel and conventions		1547	\$16,000	\$22,000
Web site		1555	\$15,000	\$16,766
Retail Market Study		34575	\$45,000	\$45,000
	Subtotal:		\$219,000	\$196,516
General & Administrative Expenses:				
Annual Audit		1503	\$9,200	\$9,200
Bank charges		1506	\$1,500	\$1,000
Contract services		1508	\$25,565	\$26,150
Contributions		1509	\$1,000	\$1,000
Dues and subscriptions		1518	\$10,240	\$12,230
Educational expense		1519	\$10,000	\$10,000
Misc		1562	\$615	\$533
Office expense		1530	\$5,000	\$4,500
Payroll		1550	\$326,000	\$331,362
Payroll - Bonus		1552	\$8,000	\$5,000
Payroll taxes		1544	\$26,080	\$26,509
Postage		1533	\$500	\$700
Rent		1546	\$9,600	\$9,600
Retirement		1545	\$8,000	\$8,000
Investment Fees		1525	\$500	\$1,500
	Subtotal:		\$441,800	\$447,284
	Total Expense:		\$660,800	\$643,800
	Total Income:		\$662,300	\$643,800
City Council	Net Income	Page 45 of 336	\$1,500	Roswell, NM \$0



ROSWELL- CHAVES COUNTY EDC

FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION AND
ACCOUNTANT'S COMPILATION REPORT

FEBRUARY 28, 2026

CERTIFIED PUBLIC ACCOUNTANTS
May, Taylor & Company (P.C.)
PROFESSIONAL CORPORATION

May, Taylor & Company (P.C.)

CERTIFIED PUBLIC ACCOUNTANTS

302 W Tilden St

Roswell, NM 88203-4544

ACCOUNTANT'S COMPILATION REPORT

ROSWELL- CHAVES COUNTY EDC

PO Box 849

Roswell, NM 88202

Management is responsible for the accompanying financial statements of **ROSWELL- CHAVES COUNTY EDC** (a nonprofit organization) which comprise the statement of financial position- income tax basis as of February 28, 2026, and the related statements of activities - income tax basis for the month ending February 28, 2026 and the eight months then ended, and for determining that the tax basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the tax basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit the statement of cash flows as well as substantially all of the disclosures ordinarily included in financial statements prepared on the income tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Organization's financial position, changes in net assets and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

The supplementary information contained in Supplementary Schedules is presented for purposes of additional analysis and is not a required part of the basic financial statements. The supplementary information has been compiled from information that is the representation of management. We have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any assurance on such supplementary information.

We are not independent with respect to **ROSWELL- CHAVES COUNTY EDC**.

May, Taylor & Company (P.C.)

March 19, 2026

Roswell, NM 88203-4544

MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
NEW MEXICO SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS - TEXAS SOCIETY OF CERTIFIED PUBLIC
ACCOUNTANTS

ROSWELL- CHAVES COUNTY EDC
Statement of Financial Position
Income Tax Basis
As of February 28, 2026 and January 31, 2026

Assets

	February 28, 2026	January 31, 2026
Current Assets		
CASH IN BANK - PIONEER #2795	\$ 112,994.64	\$ 63,854.83
FIRST AMERICAN - SAVINGS #4520	21,588.90	21,585.59
PIONEER MONEY MARKET ACCOUNT #2643	457,768.19	452,778.05
A/R - CITY OF ROSWELL	33,333.32	66,666.65
A/R - CHAVES COUNTY	<u>33,340.32</u>	<u>16,673.65</u>
Total Current Assets	<u>659,025.37</u>	<u>621,558.77</u>
Property and Equipment		
EQUIPMENT	<u>2,407.42</u>	<u>2,407.42</u>
Net Property and Equipment	<u>2,407.42</u>	<u>2,407.42</u>
Non Current Assets		
FIRST AMERICAN BANK - INVESTMENT FUND #R002500	457,494.26	457,494.26
UNREALIZED GAIN LOSS ON INVESTMENT	<u>28,875.50</u>	<u>28,875.50</u>
Total Non Current Assets	<u>486,369.76</u>	<u>486,369.76</u>
Total Assets	<u><u>\$ 1,147,802.55</u></u>	<u><u>\$ 1,110,335.95</u></u>

See Accountants' Compilation Report

1

ROSWELL- CHAVES COUNTY EDC
Statement of Financial Position
Income Tax Basis
As of February 28, 2026 and January 31, 2026

Liabilities and Net Assets

	February 28, 2026	January 31, 2026
Current Liabilities		
A/P - EMPLOYEES	\$ 12,359.32	\$ 12,359.32
A/P - VENDORS	17,230.00	17,230.00
CARDMEMBER SERVICE- CHASE INK CARD	(78.73)	0.00
FICA PAYABLE	1,374.62	1,374.64
MEDICARE PAYABLE	321.50	321.46
FEDERAL WITHHOLDING PAYABLE	738.01	738.01
STATE WITHHOLDING PAYABLE	622.92	622.92
SIMPLE IRA PAYABLE	2,709.87	2,709.87
SUTA PAYABLE	164.08	82.04
Total Current Liabilities	35,441.59	35,438.26
Long-Term Liabilities		
DEFERRED REVENUE NM GRANT	40,000.00	40,000.00
Total Long-Term Liabilities	40,000.00	40,000.00
Total Liabilities	75,441.59	75,438.26
Net Assets		
Net Assets Without Donor Restrictions	562,109.44	562,109.44
Net Assets with Temporary Donor Restrictions	375,171.39	375,171.39
Other Equity	5,750.00	5,750.00
Current Earnings	129,330.13	91,866.86
Total Net Assets	1,072,360.96	1,034,897.69
Total Liabilities and Net Assets	\$ 1,147,802.55	\$ 1,110,335.95

See Accountants' Compilation Report

ROSWELL- CHAVES COUNTY EDC
Statement of Activities
Income Tax Basis
For the One Month and 8 Months Ended February 28, 2026

	CURRENT MONTH		YEAR TO DATE	
	Amount	Percent	Amount	Percent
Sales				
CITY OF ROSWELL	\$ 16,666.67	20.22 %	\$ 133,333.32	29.14 %
CHAVES COUNTY	16,666.67	20.22	133,333.32	29.14
MEMBERSHIP DUES	8,112.50	9.84	133,525.00	29.18
SPECIAL EVENT	0.00	0.00	12,531.50	2.74
CERTIFIED EDO GRANT (NMEDD)	40,000.00	48.52	40,000.00	8.74
LEGISLATIVE DINNER	1,000.00	1.21	3,000.00	0.66
RENTAL INCOME	0.00	0.00	1,800.00	0.39
Total Sales	<u>82,445.84</u>	<u>100.00</u>	<u>457,523.14</u>	<u>100.00</u>
Gross Profit	<u>82,445.84</u>	<u>100.00</u>	<u>457,523.14</u>	<u>100.00</u>
Operating Expenses				
WAGES - BONUS	0.00	0.00	1,082.84	0.24
MISCELLANEOUS EXPENSE	0.00	0.00	44.10	0.01
ADVERTISING	4,500.00	5.46	23,255.00	5.08
BOARD/MEMBERSHIP & ANNUAL MEETINGS	5,085.97	6.17	15,588.85	3.41
BANK CHARGES	29.56	0.04	507.10	0.11
CONTRACT SERVICES	1,923.93	2.33	17,542.58	3.83
BUSINESS EXPANSON	188.01	0.23	203.14	0.04
BUSINESS RECRUITMENT	8,406.29	10.20	27,942.46	6.11
ENTERTAINMENT/MEALS	0.00	0.00	82.02	0.02
DUES & SUBSCRIPTIONS	556.00	0.67	4,149.33	0.91
EDUCATIONAL EXPENSE	0.00	0.00	480.00	0.10
MILEAGE	1,013.75	1.23	4,998.94	1.09
OFFICE EXPENSE	955.52	1.16	1,762.45	0.39
POSTAGE	0.00	0.00	364.99	0.08
PAYROLL TAXES	1,778.17	2.16	14,300.25	3.13
RETIREMENT(SIMPLE IRA)	535.14	0.65	4,281.12	0.94
RENT	0.00	0.00	4,800.00	1.05
TRAVEL & CONVENTIONS	854.03	1.04	2,658.06	0.58
WAGES	22,171.60	26.89	181,789.48	39.73
WEB SITE	0.00	0.00	16,766.00	3.66
SPECIAL EVENT EXPENSE	(3,642.92)	(4.42)	0.00	0.00
MAINSTREET FACADE	0.00	0.00	5,000.00	1.09
LEGISLATIVE DINNER	1,500.51	1.82	2,750.51	0.60
RETAIL MARKET STUDY EXPENSE	0.00	0.00	45,000.00	9.84
Total Operating Expenses	<u>45,855.56</u>	<u>55.62</u>	<u>375,349.22</u>	<u>82.04</u>
Operating Income (Loss)	<u>36,590.28</u>	<u>44.38</u>	<u>82,173.92</u>	<u>17.96</u>
Other Income (Expenses)				
DIVIDEND INCOME	0.00	0.00	13,349.78	2.92
OTHER INCOME	0.00	0.00	16,408.21	3.59
UNREALIZED GAIN/LOSS ON INVESTMENTS	0.00	0.00	7,747.94	1.69
INTEREST	872.99	1.06	10,676.74	2.33
INVESTMENT FEES	0.00	0.00	(1,026.46)	(0.22)
Total Other Income (Expenses)	<u>872.99</u>	<u>1.06</u>	<u>47,156.21</u>	<u>10.31</u>
Net Income (Loss) Before Taxes	<u>37,463.27</u>	<u>45.44</u>	<u>129,330.13</u>	<u>28.27</u>

See Accountants' Compilation Report

1

ROSWELL- CHAVES COUNTY EDC
Statement of Activities
Income Tax Basis
For the One Month and 8 Months Ended February 28, 2026

	CURRENT MONTH		YEAR TO DATE	
	Amount	Percent	Amount	Percent
Net Income (Loss)	\$ <u>37,463.27</u>	<u>45.44 %</u>	\$ <u>129,330.13</u>	<u>28.27 %</u>

ROSWELL CHAVES COUNTY ECONOMIC DEVELOPMENT CORPORATION
(a nonprofit organization)

Audited Financial Statements

For the Years Ended June 30, 2024 and 2023

Roswell Chaves County Economic Development Corporation
Table of Contents
June 30, 2024 and 2023

	<u>Page Number</u>
Independent Auditor's Report	1-2
Statements of Financial Position	3
Statements of Activities	4
Statements of Functional Expenses	5
Statements of Cash Flows	6
Notes to Financial Statements	7-15

January 15, 2025

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Roswell Chaves County Economic Development Corporation
P.O. Box 849
Roswell, New Mexico 88202

Opinion

I have audited the accompanying financial statements of the Roswell Chaves County Economic Development Corporation (the "Corporation"), a non-profit organization, which comprise the statements of financial position as of June 30, 2024 and 2023 and the related statements of activities, functional expenses, and cash flows for the years then ended and the related notes to the financial statements.

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Corporation as of June 30, 2024 and 2023, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

I conducted my audit in accordance with auditing standards generally accepted in the United States of America. My responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of my report. I am required to be independent of the Corporation and to meet my other ethical responsibilities in accordance with the relevant ethical requirements relating to my audit. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Corporation's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

To the Board of Directors
Roswell Chaves County Economic Development Corporation
January 15, 2025

Auditor's Responsibilities for the Audit of the Financial Statements

My objective is to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, I:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in my judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Corporation's ability to continue as a going concern for a reasonable period of time.

I am required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that I identified during the audit.

John Jerge CPA PC

January 15, 2025

Roswell Chaves County Economic Development Corporation

Statements of Financial Position

June 30, 2024 and 2023

ASSETS	<u>2024</u>	<u>2023</u>
Current Assets		
Cash	\$ 557,215	\$ 488,997
Cash - restricted for site development projects	20,000	20,000
Accounts receivable	-	50,000
Investments - Note 2	<u>235,504</u>	<u>213,124</u>
Total Current Assets	<u>812,719</u>	<u>772,121</u>
 Custodial Funds	 <u>150,657</u>	 <u>150,220</u>
Total Assets	<u>\$ 963,376</u>	<u>\$ 922,341</u>
 LIABILITIES		
Current Liabilities		
Accounts payable	\$ 21,176	\$ 21,361
Payroll taxes and related payables	17,920	26,133
Refundable Advances	<u>40,000</u>	<u>40,000</u>
Total Current Liabilities	<u>79,096</u>	<u>87,494</u>
 Other Liabilities		
Custodial funds - Note 3	<u>150,657</u>	<u>150,220</u>
Total Liabilities	<u>229,753</u>	<u>237,714</u>
 Commitments and Contingencies - Note 8	 -	 -
 NET ASSETS		
Net Assets without donor restrictions		
Undesignated net assets	91,055	91,659
Designated Operating Reserve - Note 5	<u>390,000</u>	<u>363,000</u>
Total Net Assets without donor restrictions	<u>481,055</u>	<u>454,659</u>
 Donor restricted net assets - Notes 2 and 5	 <u>252,568</u>	 <u>229,971</u>
Total Net Assets	<u>733,623</u>	<u>684,630</u>
Total Liabilities and Net Assets	<u>\$ 963,376</u>	<u>\$ 922,344</u>

See accompanying notes to financial statements

3

Roswell Chaves County Economic Development Corporation

Statements of Activities

For the Years Ended June 30, 2024 and 2023

	2024			2023		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
REVENUES AND SUPPORT:						
Government contracts	\$ 350,000	-	350,000	\$ 350,000	-	350,000
Member contributions	128,743	-	128,743	87,917	-	87,917
Other revenue and support	60,344		60,344	2,520	20,000	22,520
Investment income - Note 2	553	22,597	23,150	192	13,278	13,470
Net Assets Released from Restrictions	-	-	-	-	-	-
Total Unrestricted Revenues	539,640	22,597	562,237	440,629	33,278	473,907
EXPENSES:						
Program service	436,317	-	436,317	324,430	-	324,430
Supporting Services:						
Management and general	59,555	-	59,555	51,087	-	51,087
Fundraising	17,372	-	17,372	14,639	-	14,639
Total Expenses	513,244	-	513,244	390,156	-	390,156
Increase in Net Assets	26,396	22,597	48,993	50,473	33,278	83,751
Net Assets at the Beginning of Year	454,659	229,971	684,630	404,186	196,693	600,879
Net Assets at the End of Year	\$ 481,055	\$ 252,568	\$ 733,623	\$ 454,659	\$ 229,971	\$ 684,630

See accompanying notes to financial statements

Roswell Chaves County Economic Development Corporation
Statements of Functional Expenses
For the Years Ended June 30, 2024 and 2023

	2024			2023		
	Management and General		Fundraising	Management and General		Fundraising
	Program	Total		Program	Total	
Payroll	\$ 213,034	\$ 272,988	\$ 13,650	\$ 160,484	205,666	10,284
Payroll taxes	17,773	21,840	926	11,864	15,931	926
Employee benefits - Note 7	4,400	5,867	587	2,921	3,894	389
Payroll and benefits	235,207	300,695	15,163	175,269	225,491	11,599
Advertising - web hosting	41,803	41,803	-	23,722	-	-
Business recruitment	25,512	25,512	-	38,853	-	-
Contract services	23,535	31,379	1,567	32,286	43,048	2,152
Dues and subscriptions	2,963	2,963	-	4,258	4,258	-
Education and training	3,415	3,415	-	2,471	2,471	-
Event expense	88,310	88,310	-	27,097	27,097	-
Occupancy - Note 8	5,400	7,200	360	7,200	9,600	480
Office expenses	4,789	5,634	282	6,930	8,153	408
Travel	5,383	6,333	-	6,344	7,463	-
Total other expenses	201,110	212,549	2,209	149,161	164,665	3,040
Total expenses	\$ 436,317	\$ 513,244	\$ 17,372	\$ 324,430	\$ 390,156	\$ 14,639

See accompanying notes to financial statements

Roswell Chaves County Economic Development Corporation

Statements of Cash Flows

For the Years Ended June 30, 2024 and 2023

	2024	2023
Cash Flows From Operating Activities:		
Increase (decrease) in net assets	\$ 48,993	\$ 83,751
Adjustments to reconcile increase (decrease) in net assets to net cash provided (used) by operating activities:		
Realized and unrealized (gain) loss on investments	(15,854)	(7,155)
(Increase) decrease in accounts receivable	50,000	(47,300)
Increase (decrease) in accounts payable	(181)	1,141
Increase (decrease) in payroll liabilities payable	(705)	962
Increase (decrease) in vacation payable	(7,505)	2,098
Increase (decrease) in refundable advances	-	40,000
Total Adjustments	<u>25,755</u>	<u>(10,254)</u>
Net Cash Provided (Used) by Operating Activities	<u>74,748</u>	<u>73,497</u>
Cash Flows From Investing Activities:		
Purchase of investments	(65,342)	(6,119)
Proceeds from sale of investments	<u>58,812</u>	<u>-</u>
Net Cash Provided (Used) by Investing Activities	<u>(6,530)</u>	<u>(6,119)</u>
Cash Flows From Financing Activities:	-	-
Net Increase in Cash and Restricted Cash	68,218	67,378
Cash and Restricted Cash at Beginning of Year	<u>508,997</u>	<u>441,619</u>
Cash and Restricted Cash at End of Year	<u>\$ 577,215</u>	<u>\$ 508,997</u>
Reconciliation of Cash and Restricted Cash		
Cash	557,215	488,997
Cash restricted for site development projects	<u>20,000</u>	<u>20,000</u>
Total Cash	<u>\$ 577,215</u>	<u>\$ 508,997</u>

See accompanying notes to financial statements

6

Roswell Chaves County Economic Development Corporation
Notes to Financial Statements
June 30, 2024 and 2023

Note 1: Summary of Significant Accounting Policies

Nature of Activities

The Roswell Chaves County Economic Development Corporation (the “Corporation”) is a nonprofit corporation formed in the State of New Mexico. The Corporation was organized to promote and assist in the development of charitable, educational, benevolent, civic, cultural, scientific, professional, industrial, and trade service in the social, educational and economic development of Chaves County and Southeast New Mexico. Additionally, the Corporation was created to apply for, receive and administer, and redistribute governmental and private funds under Title IX of the Public Works and Economic Development Act of 1965. The Corporation is dependent on funding received from the City of Roswell and Chaves County. For the years ended June 30, 2024 and 2023, \$150,000 and \$200,000 was received from the City of Roswell and \$200,000 and \$150,000 was received from Chaves County.

Basis of Accounting

The accompanying financial statements are prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. These financial statements and notes are the representation of the Corporation’s management, who are responsible for their integrity and objectivity.

Basis of Presentation

Resources are classified for accounting and reporting purposes into two classes of net assets, net assets without restrictions and net asset according to donor-imposed restrictions. Net assets without donor restrictions may be expended for any purpose in performing the objectives of the Corporation and also include restricted gifts received and the donor-imposed restriction being met during the fiscal year. Donor-restricted net assets are subject to donor-imposed stipulations that may or will be met either by actions of the Corporation and/or the passage of time.

Fair Value of Financial Instruments

Carrying values of certain financial instruments, including cash, accounts receivable, accounts payable and accrued expenses, approximate their fair value due to the short-term nature.

Cash and Cash Equivalents

For the purpose of cash flow presentation, the Corporation considers all demand deposits with financial institutions to be cash. Bank accounts are maintained at two financial institutions located in Roswell, New Mexico with the accounts insured by the Federal Deposit Insurance Corporation (“FDIC”) to a maximum of \$250,000.

Roswell Chaves County Economic Development Corporation
Notes to Financial Statements
June 30, 2024 and 2023

Note 1: Summary of Significant Accounting Policies – Continued

Restricted Cash

At June 30, 2024 and 2023, \$20,000 of cash deposited in the operating account was restricted for site development projects.

Accounts Receivable

Accounts receivable at June 30, 2023 consisted of \$50,000 due from the City of Roswell. No allowance for uncollectible accounts was recorded at June 30, 2023 as the amount was collected in full.

Property and Equipment

The Corporation capitalizes expenditures for property and equipment in excess of \$2,500. Purchased property and equipment are carried at cost. Donations of property and equipment are recorded as contributions at their estimated fair value at the date of donation. Assets donated with explicit restrictions regarding their use and contributions of cash that must be utilized to acquire property and equipment are reported as increases in net with donor restrictions.

Property and equipment are reviewed for impairment if the use of the asset significantly changes or another indicator of possible impairment is noted. Depreciation of property and equipment is computed using the straight-line method. There was no capitalized property or equipment as of June 30, 2024 or 2023.

Payroll Payable

Payroll payable at June 30, 2024 and 2023 was \$17,920 and \$19,864, respectively.

Income Taxes

The Corporation is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and has been classified as an organization other than a private foundation. The Corporation is a not-for-profit organization under the New Mexico State Statutes and conducts no activities which result in the Corporation being subject to income tax on unrelated business income or New Mexico franchise or income tax.

Donated Services

No amounts have been reflected in the financial statements for the donated services in-as-much as no objective basis is available to measure the value of such services. The Corporation generally pays for services requiring specific expertise.

Note 1: Summary of Significant Accounting Policies - Continued

Revenue Recognition

Revenue from contracts and grants for economic development services are conditioned upon certain performance requirements and/or the incurrence of qualifying expenditures. Amounts received are recognized as revenue when the Corporation has provided service and incurred expenditures in compliance with contract and grant provisions. Amounts received prior to incurred qualifying expenditures are reported as refundable advances in the statement of financial position.

Economic development services are billed to grantor's either monthly or quarterly and are due within thirty days. In instances where the timing of revenue recognition differs from the timing of the right to invoice, the Corporation has determined that a significant financing component does not exist. The primary purpose of invoicing terms is to provide grantors with simplified and predictable ways of purchasing services and not to receive financing from or provide financing to the grantor.

The Corporation does not disclose the value of unsatisfied performance obligations for contracts with terms of one year or less or for contracts for which the amount of revenue recognized this based on the amount the Corporation has the right to invoice for services performed. There were no opening contract assets or liabilities for the years ended June 30, 2024 and 2023.

Contributions and Support

Membership contributions are recorded when received. Contributions are recorded as with donor restrictions or without donor restrictions depending upon the existence and/or nature of donor restrictions. Contributions that are restricted are reported as an increase in net assets with donor restrictions. Within net assets with donor restrictions, amounts are reclassified as unrestricted when restrictions expire by passage of time or the fulfillment of the stipulated purpose. Restrictions on gifts of land, building, or equipment or contributions restricted for the purchase of those assets expire when the asset is placed in service unless the donor stipulated otherwise.

Estimates

Management uses estimates and assumptions in preparing financial statements. These estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

Roswell Chaves County Economic Development Corporation
Notes to Financial Statements
June 30, 2024 and 2023

Note 1: Summary of Significant Accounting Policies - Continued

Advertising

The Corporation follows the policy of charging the cost of advertising to include web hosting to expense as incurred. For the years ended June 30, 2024 and 2023 advertising expense was \$41,803 and \$23,722, respectively.

Expense Allocation

The costs of providing program and supporting services have been summarized on a functional basis in the Statement of Activities and the Statement of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefitted. Program services are described in the nature of activities section of this note. Management and general services include personnel administration and financial management. Fundraising consists of soliciting and collecting member contributions.

Note 2: Investments

Investments consist of cash, equities and exchange traded funds which are carried at fair value. The fair values of the managed funds were determined based on the publicly reported over-the-counter market prices of the respective securities. Unrealized gains and losses related to investments are recorded in net investment income. Interest and dividends earned are also reported in net investment income. Investment income and gains when restricted by donors are reported as net assets with donor restrictions.

The following is the cost and market value of investments at June 30:

Investment	2024			2023		
	Cost	Market	Gain (Loss)	Cost	Market	Gain (Loss)
Cash	\$ 13,324	\$ 13,324	\$ --	\$ 11,034	\$ 11,034	\$ --
Equities	91,685	101,928	10,243	89,015	81,640	(7,375)
Fixed Income	102,405	94,905	(7,500)	118,260	103,123	(15,137)
Other	24,036	25,346	1,310	17,565	17,327	(329)
Totals	\$ 231,449	\$ 235,504	\$ (4,053)	\$ 235,874	\$ 213,124	(22,841)

Roswell Chaves County Economic Development Corporation
Notes to Financial Statements
June 30, 2024 and 2023

Note 2: Investments - Continued

The following summarizes investment return for the years ended June 30:

	2024	2023
Interest and dividend income	\$8,246	\$7,192
Net realized gains (loss)	(10,700)	-
Net unrealized gain (loss)	26,554	7,155
Investment fees	950	877
Net investment earnings (loss)	\$23,150	\$13,470

Note 3 – Custodial Fund

During the year ended June 30, 2022 the corporation received funds from the city of Roswell which are being held in an agent capacity. At the end of June 30 2024 and 2023, custodial funds totaled \$150,657 and \$150,220, respectively.

Note 4 – Fair Value Measurements of Financial Statements

The Foundation uses a fair-value approach to value certain assets and liabilities. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an ordinary transaction between market participants at the measurement date. A three tier hierarchy prioritizes the inputs used in measuring fair value. These tiers include level 1, defined as observable inputs such as quoted market prices in active markets; level 2, defined as inputs other than quoted market prices in active markets that are either directly or indirectly observable; and level 3 defined as unobservable inputs in which little or no market data exists, therefore, requiring an entity to develop its own assumptions. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1) and the lowest priority to unobservable inputs (level 3).

Roswell Chaves County Economic Development Corporation
Notes to Financial Statements
June 30, 2024 and 2023

Note 4 – Fair Value Measurements of Financial Statements – Continued

There has been no change in the valuation methodologies used for the years presented and there have been no transfers between levels. The following tables present the fair value measurements of assets as of June 30, 2024 reported in the accompanying statement of financial position at fair value on a recurring basis and the level within the fair value hierarchy in which the fair value measurements fall:

Description	Amortized Cost	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Cash	\$ 13,324	\$ 13,324	--	--
Equities	91,685	101,928	--	--
Fixed Income	102,405	94,905	--	--
Other	24,036	25,346		
	<u>\$ 231,449</u>	<u>\$ 235,504</u>	--	--

The following tables present the fair value measurements of assets as of June 30, 2023 reported in the accompanying statement of financial position at fair value on a recurring basis and the level within the fair value hierarchy in which the fair value measurements fall:

Description	Amortized Cost	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Cash	\$ 11,034	\$ 11,034	--	--
Equities	89,015	81,640	--	--
Fixed Income	118,260	103,123	--	--
Other	17,565	17,327		
	<u>\$ 235,874</u>	<u>\$ 213,124</u>	--	--

Roswell Chaves County Economic Development Corporation
Notes to Financial Statements
June 30, 2024 and 2023

Note 5: Net Assets

In a prior year, land was donated to the Corporation with the restriction that the land or proceeds from its sale be used for economic development projects and the creation of jobs. The land was sold and proceeds of \$200,00 were realized with \$50,000 subsequently spent on an economic development project. The donor restricted funds are deposited in a separate account with First American Bank, see Note 2. At June 30, 2024 and 2023, the Corporation's restricted net assets for economic development projects and creation of jobs was \$202,862 and \$183,203 respectively.

In a prior year, the Corporation received \$25,000 restricted for site development projects. During the year ended June 30, 2023, \$20,000 restricted for site development projects was received and is reported as part of cash as of June 30, 2024 and 2023. At June 30, 2024 and 2023, the Corporation's restricted net assets for site development projects was \$49,706, and \$46,768, respectively.

The changes in donor restricted funds for the years ended June 30, 2024 and 2023 are as follows:

Restricted Net Assets, July 1, 2022	\$	196,693
Investment return, net		13,278
Contribution		<u>20,000</u>
Restricted Net Assets, June 30, 2023		229,971
Investment return, net		<u>23,150</u>
Restricted Net Assets, June 30, 2024	\$	<u>252,568</u>

There were no contributions to or expenditures from the donor restricted funds held in the investment account during the years ended June 30, 2024 or 2023.

At June 30, 2024 and 2023, the Corporation's board designated cash reserves of twelve months operating expenses were \$390,000 and \$363,000 respectively.

Note 6 – Restricted Net Asset Invested Funds

Interpretation of Relevant Law

With respect to the invested donor restricted funds, the Board of Directors has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the date of the donor restricted funds unless there are explicit donor stipulations to the contrary. As a result of this interpretation, the Corporation retains (a) the original value of initial and subsequent gift amounts donated and (b) any accumulations to the funds made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added. Donor-restricted amounts are subject to appropriation for expenditure by the Corporation in a manner consistent with the standard of prudence prescribed by UPMIFA. The Corporation considers the following factors in making a determination to appropriate or accumulate donor-restricted funds: the donor restriction, duration and if applicable any preservation of the fund, general economic conditions, possible effect of inflation and deflation, the expected total return from income and the appreciation of investments, other resources of the Corporation and the investment policies of the Corporation.

Investment Return

Investment objectives are to create growth while preserving the restricted gift and realized accumulated earnings. Investment return is accumulated in net assets with donor restrictions until appropriated for expenditure.

Spending Policy

The Corporation has a discretionary spending policy applied to the restricted funds within prudent limits as outlined in UPMIFA. The Board is able to approve qualified projects up to the respective accumulated restricted net asset balances.

Note 7: Employee Benefits

The Corporation contributes three percent of the employee's gross pay to a Simple IRA plan and contributed \$5,867 and \$3,894, respectively for the years ended June 30, 2024 and 2023.

Note 8: Occupancy

The Corporation entered into annual lease agreement for office space.

Roswell Chaves County Economic Development Corporation
Notes to Financial Statements
June 30, 2024 and 2023

Note 9: Commitments and Contingencies

Financial awards from local government units are subject to audit to ensure compliance with laws, regulations, and provisions of funding agreements which could result in claims against the Corporation for disallowed costs or non-compliance with funding restrictions.

Note 10: Subsequent Events and Pronouncements

Management has evaluated subsequent events through January 15, 2025, the date the financial statements were available to be issued. No significant items were noted during this evaluation that would require disclosure in the financial statements or accompanying notes. Management has evaluated the accounting pronouncements issued subsequent to year end. None are expected to have any effect on the financial statements of the Corporation.

Note 11 – Liquidity and Availability

The Corporation monitors the availability of resources required to meet its operating needs and contractual commitments.

At June 30, 2024, financial assets available for general expenditure which are without donor or other restrictions limiting their use, within one year of the balance sheet date are comprised of cash totaling \$557,215. Current liabilities totaled \$79,096.

At June 30, 2023, financial assets available for general expenditure which are without donor or other restrictions limiting their use, within one year of the balance sheet date are comprised of cash totaling \$488,997 and accounts receivable totaling \$50,000. Current liabilities totaled \$87,491.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

7.

Meeting Date: 04/09/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of PO request for Brasier Asphalt for \$1,114,910.16 for pavement milling and overlay on Second Street from Sunset to East City Limit. (Gass/MacCornack)

BACKGROUND:

Initiated by: James MacCornack

City of Roswell was awarded a project under the NMDOT Transportation Project Fund for pavement maintenance on Second Street from Sunset to East City Limits. Quote was obtained for the pavement milling and overlay from Brasier Asphalt utilizing statewide price agreement 30-80500-23-17019. Brasier Asphalt is the low-quote vendor on this price agreement.

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Budgeted

Expense: 26234323-614020 (M&R Infrastructure)

Current/Original Budget: \$4,127,210.00

Remaining Budget: \$1,630,542.21

Requested Amount: \$1,114,910.16

This project is funded through NMDOT Transportation Project Fund agreement number LP 20066. Total funding agreement is for \$1,520,000

LEGAL REVIEW:

Not Applicable for this agenda item.

BOARD AND COMMITTEE ACTION:

This project has been previously discussed at multiple committee meetings:

Resolution 25-11 for Project Application:

- Infrastructure Committee on 2/24/2025 voted to approve by a vote of 4-0
- Finance Committee on 3/6/2025 voted to approve by a vote of 5-0
- Approved at City Council (consent agenda) on 3/13/2025

Resolution 25-51 for Acceptance of Project Award

- Infrastructure Committee on 9/15/2026 voted to approve by a vote of 5-0
- Approved at City Council (consent agenda) on 10/9/2025

Infrastructure Committee on 03/16/2026 voted 4-0 to recommend this item to Finance Committee. Finance Committee on 4/2/2026 voted 5-0 recommend this item to April City Council

STAFF RECOMMENDATION:

Consider approval of PO request for Brasier Asphalt for \$1,114,910.16 for pavement milling and overlay on Second Street from Sunset to East City Limit to April Finance Committee.

Attachments

Brasier Asphalt Quote
Funding Agreement Excerpt
Price Agreement Excerpt

Plant Mix Wearing Course Overlay Estimate

City of Roswell, NM Second Street (US 380)
Date: 1/15/26
PRICE AGREEMENT NUMBER: 30-80500-23-17019 April 28, 2025 to April 27, 2026
*Note: Change any item in the Project Specifications Section to see Effects on Total Costs

Project Specifications (Only change these Specification numbers)

Total miles to be overlaid	2.44	miles
Width	54	feet
	\$ -	
Hours/day of traffic control	15	hours
Minimum Lbs. per square yard	110	lbs/sq. yd
PME Shot Rate	0.15	Gal/sq. yd
Mobilization miles	215	
Gravel Haul Distance	0	

Estimated Asphalt %	5.4
---------------------	-----

Project Totals

Total Sq.Yds Required for Project	77,299
Total Tons needed based on lbs./sq.yd	4,251

Striping:		
Total linear feet to stripe for four lane	57,974	
Total linear feet to stripe for two lane	28,987	4
Total tabs (temporary- 40 foot spacing)	859	

Traffic Control		
Estimated tons per day- laid	700	
Estimated days based on production	6.07	
TC Hours	91.10	
Arrow Board	2	5 lanes

PME (polymer modified emulsion)		
Total Gallons	11,595	269

SY
100.00

Approach and Departure Milling

This Estimate will Change up or down depending on field conditions!

Purchase Order Quantities

Item	Bid	Unit of	Cost per	Quantites	Total	
Description	Item No.	Measure	Unit			
PMWC 1/2" > 3800 to 7600 Tons	05	Tons	\$ 60.00	4251.46	\$ 255,087.36	
Hauling of PMWC	20	Hour	\$ 125.00	600.00	\$ 75,000.00	
Cold Milling	24	SY/Inch	\$ 1.20	72864.00	\$ 87,436.80	
Nova Chip Laydown > 80,000 SY	10	Sq.Yards	\$ 3.65	77299.20	\$ 282,142.08	
PME	17	Tons	\$ 735.00	48.23	\$ 35,452.51	
Traffic Control - Urban	27	Hour	\$ 360.00	91.10	\$ 32,796.95	
			\$ -	0.00	\$ -	
Temporary centerline tabs	34	Each	\$ 1.20	6072.00	\$ 7,286	
PG 70-28+	14	Tons	\$ 840.00	229.58	\$ 192,846.04	
Arrow Board	2	38	Hour	\$ 20.00	182.21	\$ 3,644.11
			\$ -	0.00	\$ -	
Mobilization	26	Hour	\$ 270.00	215.00	\$ 58,050.00	
Total Project Cost					\$ 1,029,742.24	
GRT	City	Roswell	0.082708		\$ 85,167.92	
Total					\$ 1,114,910.16	

Contract No.	<u>D20879</u>
Vendor No.	<u>0000054357</u>
Control No.	<u>HW2LP20066</u>

TRANSPORTATION PROJECT FUND GRANT AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Roswell** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **2nd ST. (US 380)-Pavement Maintenance & Restriping-Pavement maintenance and re-striping of 2nd Street (US 380) from Sunset Rd heading East to City Limits. Total length 2.44 Miles.** (Project or CN LP20066). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is One Million Five Hundred Twenty Thousand Dollars and No Cents (**\$1,520,000.00**) to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Cost
Funding Source 1	95%	5%	
<u>FY 2026 Transportation Project Fund</u> For the purpose stated above in Section 1.	\$1,444,000.00	\$76,000.00	\$1,520,000.00
Total Transportation Project Funds			\$1,520,000.00

- b. The Public Entity is responsible for all costs that exceed Project funding.
- c. All allocated funds must be spent by **June 30, 2028**.
- d. The Public Entity represents that no federal funds will be used to finance the Project.
- e. The Public Entity must repay Project funding to the Department if:
 1. The Project is cancelled or partially performed.
 2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.



**State of New Mexico
General Services Department
Purchasing Division**

Price Agreement Amendment

**Awarded Vendor:
2 Vendors Awarded**

Number: **30-80500-23-17019**

Amendment No.: **Three**

Term: **April 28, 2023 - April 27, 2027**

**Ship To:
New Mexico Department of Transportation Various
Locations**

Procurement Specialist: **Karen Wisdom** *KW*

Telephone No.: **(505) 500-9912**

Email: **karen.wisdom@gsd.nm.gov**

**Invoice:
As Requested to New Mexico Department of
Transportation Various Locations**

For questions regarding this contract please contact:

Manuel Lopez (505) 690-6566

Title: **Plant Mix Wearing Course Overlay**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 28, 2026 to April 27, 2027 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 1/6/2026

Dorothy Mendonca
New Mexico State Purchasing Agent

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-80500-23-17019

Page-6

Awarded Vendors:

(AA) 0000045365
Brasier Asphalt, Inc.
PO Box 19095
Albuquerque, NM 87119
(505) 873-1322
joeirm@bainc.biz

Delivery: As Requested

(AB) 0000046616
Highland Enterprises Inc.
PO Box 2409
Las Cruces, NM 88004
(575) 524-3551
hei@highlandnm.com

Delivery: 645 S. Comp0ress Road, Las Cruces NM 88005

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

8.

Meeting Date: 04/09/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of a PO to San Bar Construction Corporation in the amount of \$99,999.95 which includes GRT for re-striping of City roads. (Johnson/MacCornack)

BACKGROUND:

Initiated by: James MacCornack

Road Department maintenance budget includes \$150,000 for city-wide re-striping of streets. Quote was obtained using NMDOT State Wide Price Agreement 60-80500-25-17177. San Bar is currently the lowest bidder on the Price Agreement.

This striping work is being scheduled for Spring 2026.

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Budgeted

Expense: 26234323-614020 (M&R Infrastructure)

Current/Original Budget: \$4,127,210.00

Remaining Budget: \$1,630,542.21

Requested Amount: \$99,999.95

The current FY26 Road Fund has \$150,000 identified for road striping maintenance.

LEGAL REVIEW:

Not Applicable for this agenda item.

BOARD AND COMMITTEE ACTION:

The Infrastructure Committee on 03/16/2026 voted 5-0 to recommend this item to the Finance Committee. The Finance Committee on 4/2/2026 voted 5-0 to recommend this item to the April City Council.

STAFF RECOMMENDATION:

Consider PO approval to San Bar Construction Corporation in the amount of \$99,999.95 which includes GRT for re-striping of city roads to the April Finance Committee.

Attachments

San Bar Proposal
Price Agreement Excerpt

San Bar Construction Corporation
9101 Broadway SE
Albuquerque, NM 87105
www.sanbarcc.com

Proposal



Proposal: 25C1223B

Date: 1/6/2026

Phone: 505-452-8000

Fax: 505-452-8800

To:	Project:
Estimator Attn: Estimator	City of Roswell Striping RFQ Various Locations Roswell Chaves County, NM

Estimator		
Chris Cartwright		

Reference	Description	Quantity	UOM	Unit Price	Extended Price
PM Pavement Markings					
	PM704000 Reflectorized Painted Markings 4" (Single Application, Long Line Striping)	782,720.00	LF	\$0.1180	\$92,360.96
	PM999999 Tax 8.2708%	1.00	LS	\$7,638.990	\$7,638.99
Total PM Pavement Markings					\$99,999.95

San Bar Construction Corporation
9101 Broadway SE
Albuquerque, NM 87105
www.sanbarcc.com

Proposal



Phone: 505-452-8000
Fax: 505-452-8800

Proposal: 25C1223B
Date: 1/6/2026

To: Estimator Attn: Estimator	Project: City of Roswell Striping RFQ Various Locations Roswell Chaves County, NM
--	--

Estimator		
Chris Cartwright		

Proposal Total: \$99,999.95

Notes

Proposal excludes layout, blue staking, concrete coring, removal of curing compound and sweeping. Quote does not include any special training, access fees, base badging/clearance or certifications, or railroad insurance to complete work on site.

Permanent Markings **Include mobilizations**. Excludes curb nose painting, if required a charge of \$3.00/SF will be added to invoice. Quote does not include portable Reflectometer or Retro-Reflectance testing. Concrete striping requires surface to be free of sealants, substrates or any other coatings that may prevent paint from adhering properly. Layout points must be provided by general contractor at 30' to 40' intervals maximum. Does not include contrast striping unless otherwise noted

Quote is based on NM State Price Agreement : 60-80500-25-17177

Proposal valid for 30 days.

Excludes permits, project specific certifications (such as railroad flagger), and bonds.

Please contact Kyle Moritomo, or Eli Richardson in our scheduling department regarding any pre or post bid scheduling concerns. San Bar Requires that at least 2-3 weeks notice are given for scheduling. San Bar will not be responsible for any liquidated damages due to insufficient notice. They can be reached at the above phone number, Kyle@sanbarcc.com (505-907-8876 Cell) or Elishia@sanbarcc.com (505-639-1505). Quote does not include night work, unless otherwise noted. Down-time to be invoiced \$400.00/HR for wait times beyond San Bar's control (excluding inclement weather). Based on estimated quantities, actual amounts to be billed.

General Information
NMDOT DBE 99-10-13
NM Contractors License 30106 GA98, GF01
Federal ID Number 85-0378983
Public Works Registration Number 0191082011623
Bond Rate \$5.40/1,000 (Minimum \$100.00) Credit Card Payments Add 3%

Acceptance

Accepted by: _____

Title: _____

Date: _____



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
3 Awarded Vendors- See Page 6

Price Agreement Number: **60-80500-25-17177**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Ship To:
New Mexico Department of Transportation
Refer to Page 21

Procurement Specialist: **Amber Sanchez** *AS*

Telephone No.: **(505) 670-1561**

Email: **Amber.Sanchez2@gsd.nm.gov**

Invoice:
As Requested, Refer to Page 20

Title: **Statewide Striping**

Term: **October 3, 2025 - October 2, 2026**

This Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.

Accepted for the State of New Mexico

Dorothy Mendonca
Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 10/1/2025

MS

State of New Mexico
General Services Department
Purchasing Division
Price Agreement: # 60-80500-25-17177

Page-6

Awarded Vendors:

0000148381

(AA) Prestigious Paving LLC

2706 Chamisal Ave.

Gallup, NM 7301

Contact Name: Landon Munoz

Phone: (505) 879-4340

Email: prestigious.striping@gmail.com

0000129066

(AB) RoadSafe Traffic Systems, Inc.

6221 Chappell Dr. NE

Albuquerque, NM 87113

Contact Name: Jason Ogden

Phone: (505) 345-8295

Email: JOgden@roadsafetraffic.com

0000049822

(AC) San Bar Construction Corp.

9101 Broadway Blvd. SE

Albuquerque, NM 87105

Contact Name: Chris Carwright

Phone: (505) 452-8000

Email: Chris@sanbarcc.com

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

9.

Meeting Date: 04/09/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of PO request for San Bar for \$79,266.13 for replacing pavement striping and markings on Second Street from Sunset to East City Limit. (Gass/MacCornack)

BACKGROUND:

Initiated by: James MacCornack

City of Roswell was awarded a project under the NMDOT Transportation Project Fund for pavement maintenance on Second Street from Sunset to East City Limits. Quote was obtained for replacing pavement striping and markings from San Bar utilizing statewide price agreement 30-80500-22-16995. San Bar is the low-quote vendor on this price agreement.

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Budgeted

Expense: 26234323-614020 (M&R Infrastructure)

Current/Original Budget: \$4,127,210.00

Remaining Budget: \$1,630,542.21

Requested Amount: \$79,266.13

This project is funded through NMDOT Transportation Project Fund agreement number LP 20066. Total funding agreement is for \$1,520,000.

LEGAL REVIEW:

Not Applicable for this agenda item.

BOARD AND COMMITTEE ACTION:

This project has previously been discussed at multiple committee meetings:

Resolution 25-11 for Project Application:

- Infrastructure Committee on 2/24/2025 voted to approve by a vote of 4-0
- Finance Committee on 3/6/2025 voted to approve by a vote of 5-0
- Approved at City Council (consent agenda) on 3/13/2025

Resolution 25-51 for Acceptance of Project Award

- Infrastructure Committee on 9/15/2026 voted to approve by a vote of 5-0
- Approved at City Council (consent agenda) on 10/9/2025

Infrastructure Committee on 03/16/2026 voted 5-0 to recommend this item to Finance Committee. Finance Committee recommended approval 5-0 at its meeting on April 2, 2026.

STAFF RECOMMENDATION:

Consider approval of PO request for San Bar for \$79,266.13 for replacing pavement striping and markings on Second Street from Sunset to East City Limit to April Finance Committee.

Attachments

Quote Brasier
Funding Agreement Excerpt
Price Agreement

Proposal



Phone: 505-452-8000
 Fax: 505-452-8800

Proposal: 25C0209A
Date: 2/9/2026

To:	Project:
Estimator Attn: Estimator	Roswell Thermo Striping RFQ Various Locations Roswell Chaves County, NM

Estimator		
Chris Cartwright		

Reference	Description	Quantity	UOM	Unit Price	Extended Price
PM Pavement Markings					
PM618000	PM Pavement Marking Traffic Control	80.00	HR	\$60.0000	\$4,800.00
PM621000	Hot Thermo Mobilization	210.00	MI	\$6.0000	\$1,260.00
PM704700	Hot Thermoplastic Pavement Markings 4"	45,000.00	LF	\$0.5400	\$24,300.00
PM704743	Thermoplastic Preformed Pavement Marking 24" (Crosswalks and Stop Bars)	1,669.00	LF	\$11.0000	\$18,359.00
PM704744	Thermoplastic Preformed Pavement Marking (Legends and Symbols)	2,041.00	SF	\$12.0000	\$24,492.00
PM999999	Tax 8.2708%	1.00	LS	\$6,055.130	\$6,055.13
Total PM Pavement Markings					\$79,266.13

Proposal



Phone: 505-452-8000
Fax: 505-452-8800

Proposal: 25C0209A
Date: 2/9/2026

To:	Project:
Estimator Attn: Estimator	Roswell Thermo Striping RFQ Various Locations Roswell Chaves County, NM

Estimator		
Chris Cartwright		

Proposal Total: \$79,266.13

Notes

Proposal excludes layout, blue staking, concrete coring, removal of curing compound and sweeping. Quote does not include any special training, access fees, base badging/clearance or certifications, or railroad insurance to complete work on site.

Permanent Markings Excludes curb nose painting, if required a charge of \$3.00/SF will be added to invoice. Quote does not include portable Reflectometer or Retro-Reflectance testing. Concrete striping requires surface to be free of sealants, substrates or any other coatings that may prevent paint from adhering properly.

Layout points must be provided by general contractor at 30' to 40' intervals maximum. Does not include contrast striping unless otherwise noted

Quote is based on NM State Price Agreement : 30-80500-22-16995

Proposal valid for 30 days.

Excludes permits, project specific certifications (such as railroad flagger), and bonds.

Please contact Kyle Moritomo, or Eli Richardson in our scheduling department regarding any pre or post bid scheduling concerns. San Bar Requires that at least 2-3 weeks notice are given for scheduling. San Bar will not be responsible for any liquidated damages due to insufficient notice. They can be reached at the above phone number, Kyle@sanbarcc.com (505-907-8876 Cell) or Elishia@sanbarcc.com (505-639-1505). Quote does not include night work, unless otherwise noted. Down-time to be invoiced \$400.00/HR for wait times beyond San Bar's control (excluding inclement weather). Based on estimated quantities, actual amounts to be billed.

General Information
NMDOT DBE 99-10-13
NM Contractors License 30106 GA98, GF01
Federal ID Number 85-0378983
Public Works Registration Number 0191082011623
Bond Rate \$5.40/1,000 (Minimum \$100.00) Credit Card Payments Add 3%

Acceptance

Accepted by: _____

Title: _____

Date: _____

Contract No. D20879
 Vendor No. 0000054357
 Control No. HW2LP20066

**TRANSPORTATION PROJECT FUND
GRANT AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Roswell** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **2nd ST. (US 380)-Pavement Maintenance & Restriping-Pavement maintenance and re-striping of 2nd Street (US 380) from Sunset Rd heading East to City Limits. Total length 2.44 Miles.** (Project or CN LP20066). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is One Million Five Hundred Twenty Thousand Dollars and No Cents (**\$1,520,000.00**) to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Cost
Funding Source 1	95%	5%	
<u>FY 2026 Transportation Project Fund</u> For the purpose stated above in Section 1.	\$1,444,000.00	\$76,000.00	\$1,520,000.00
Total Transportation Project Funds			\$1,520,000.00

- b. The Public Entity is responsible for all costs that exceed Project funding.
- c. All allocated funds must be spent by **June 30, 2028**.
- d. The Public Entity represents that no federal funds will be used to finance the Project.
- e. The Public Entity must repay Project funding to the Department if:
 1. The Project is cancelled or partially performed.
 2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.



**State of New Mexico
General Services Department
Purchasing Division**

Price Agreement Amendment

Awarded Vendor:
3 Vendors

Number: **30-80500-22-16995**

Amendment No.: **Three**

Term: **March 8, 2023 – March 7, 2027**

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: **Arrianna Romero** *AR*

Telephone No.: **(505) 629-9756**

Invoice:
New Mexico Department of Transportation
Various Locations

Email: **Arrianna.Romer1@gsd.nm.gov**

For questions regarding this contract please contact:
Angela Martinez – (505) 570-7940

Title: **Reflectorized Pavement Marking**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 8, 2026 to March 7, 2027 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca
Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 12/16/2025

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 30-80500-22-16995

Page-6

Awarded Vendors:

(AA) 0000011297
Highway Supply, LLC
6221 Chappell Rd NE
Albuquerque, NM 87113
Steve Clark
(505) 345-8295 ext 104
sclark@highwaysupply.net

Payment Term: Net 30

Delivery: As Per Bid Requirements

(AB) 0000148381
Prestigious Paving LLC
2706 Chamisal Ave
Gallup, NM 87301
Landon Munoz
(505) 879-4340
landon@prestigious-paving.com

Payment Term: Net 30

Delivery: Per Bid Request

(AC) 0000049822
San Bar Construction Corp.
9101 Broadway Blvd
Albuquerque, NM 87105
Chris Cartwright
(505) 452-8000
chris@sanbarcc.com

Payment Term: Net 30

Delivery: 9101 Broadway Blvd
Albuquerque, NM 87105

Regular City Council Meeting

Meeting Date: 04/09/2026

COMMITTEE: City Council

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Approval of the Professional Service Agreement with Sparktek Service, LLC (Cavin/Nairn-Mahan).

BACKGROUND:

Initiated by: Christopher J. Nairn-Mahan

As part of its ongoing obligations pursuant to a settlement agreement and general duties related to airport operations, the City is responsible for ensuring that appropriate technical service, maintenance and operations support are in place to meet TSA security requirements. SparkTek Services LLC has the capacity to provide these specialized services to the City of Roswell as required by the TSA.

FINANCIAL CONSIDERATION:

The City shall compensate SparkTek Service, LLC at a rate of One Hundred Twenty-Five Dollars (\$125.00) per hour and shall not exceed Thirty Thousand Dollars (\$30,000.00) without prior written authorization and a formal amendment to this Agreement approved in accordance with applicable City policies.

LEGAL REVIEW:

The City Attorney has reviewed this item.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval 5-0 at its meeting on March 26, 2023. Councilor Cavin noted for the record that ownership in excess of 20% is held by Mike McClain, a former employee of the City of Roswell.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

SparkTek Agreement

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is hereby entered into on this _____ day of _____, 2026 (the “Effective Date”), by and between the CITY OF ROSWELL, NEW MEXICO (“City”), a political subdivision of the State of New Mexico, located at 425 N. Richardson, Roswell, NM 88201, and SPARKTEK SERVICE, a(n) LLC, whose principal address is Address (“Contractor”), collectively referred to herein as the Parties.

RECITALS

WHEREAS, the City owns and operates a municipal airport that requires compliance with all applicable Federal Aviation Security (FAA) regulations including those administered by the Transportation Security Administration Security Administration (TSA); and

WHEREAS, the City is responsible for ensuring that appropriate technical service, maintenance and operations support are in place to meet TSA security requirements and to maintain the safe and efficient operation of Airport security system; and

WHEREAS, the Company represents that it is qualified, experienced, and properly equipped to provide such technical services and operational support in accordance with all applicable federal, state, and local laws, regulations and TSA guidelines; and

WHEREAS, The City has determined that it is necessary and, in the best, interest of the public health, safety, and welfare to engage a qualified contractor to provide technical support and operations services related to TSA-required systems and functions at the Airport; and

WHEREAS, the City desires to retain the Company, and the Company desires to be retained by the City, to provide such services under the terms and conditions set forth in this Agreement; and

NOW THEREFORE, in consideration for the mutual covenants contained herein, Contractor and the City agree as follows:

1. The term of this Agreement shall commence on the Effective Date and shall continue for a period of 1 year (the “Term”) and may be renewed annually for ONE (1) year for THREE (3) years. In no case will this contract, including all renewals thereof, exceed a total of FOUR (4) years
2. In consideration for the compensation specified below, hereby agrees to assist the Roswell Director with the ongoing technical support, monitoring, maintenance and operational oversight of specialized airport systems, including but not limited to security screening systems, access control

systems, surveillance systems, communications infrastructure, and other related technical components (collectively, the “Airport Technical Systems”)

3. **SPARKTEK** In consideration for the services provided under this Agreement, the City shall compensate the SparkTek at a rate of One Hundred Twenty-Five Dollars (\$125.00) per hour for actual hours worked in the performance of the services described herein, provided that the total compensation payable under this Agreement shall not exceed Thirty Thousand Dollars (\$30,000.00) without prior written authorization and a formal amendment to this Agreement approved in accordance with applicable City policies. Company shall invoice the City for work done pursuant to this Agreement as set forth in the proposal, on a monthly basis for services rendered during the preceding month (the Billing Period). The City may reject an invoice for any Billing Period which is not received within 30 days of the end of the Billing Period, in which case the City shall not be liable to pay such invoice. In the event that City objects any invoice, or portion thereof, any reason other than timeliness, the City shall provide a notice there of and 30 days to cure, and shall pay any portions of such invoice to which it does not object. The City shall thereafter pay within 30 days of satisfactory evidence of cure by **SPARKTEK**. The City’s requirement under this Section shall be referred to herein as the “Compensation”.

4. The relationship of **SPARKTEK** to the City shall be that of an independent contractor. Contractor is not and shall not be considered an employee of the City. **SPARKTEK** shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the City.

5. This Agreement shall further not constitute the formation of a partnership or joint venture. **SPARKTEK** is without authority to act as the agent or representative of the City and shall not purport to agree to or approve on behalf of the City any contract or obligation of the City or obligate or pledge the credit or funds of the City without written approval from the City.

6. Either Party may terminate this Agreement at any time during the Term by giving 60 days written notice in advance. Termination under this Section shall not terminate, prejudice or otherwise effect any right or obligation accruing hereunder prior to the termination.

7. **SPARKTEK** agrees to accept responsibility for loss or damage to any person or property, and to release, defend at its own expense, indemnify, and hold harmless the City, its council members, officials, officers, employees, agents, and volunteers, against any and all liability, actions, claims, losses, damages, disabilities, and expenses, including costs of litigation and reasonable attorneys’ fees, that are asserted by any person or entity, to the extent arising out of any

and all acts or omissions of **SPARKTEK**, in the performance of this Agreement, excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts.

8. **SPARKTEK** agrees to be responsible for all loss or damage from any cause whatsoever to any of his property or equipment. **SPARKTEK** is responsible for providing his own liability and loss insurance coverage for any of his property or equipment and **SPARKTEK** expressly acknowledges that no part of said property or equipment shall be covered under the City's insurance policies.

9. This Agreement shall be governed by the laws of the State of New Mexico, exclusive of choice of law provisions, and venue for any judicial proceeding resulting here from shall lie in the Fifth Judicial District, Chaves County, New Mexico.

10. Notices and other communications under this Agreement must be in writing by regular mail to the following addresses:

CITY OF ROSWELL

Attn: Hessel Yntema

City Manager

P.O. 1838, Roswell, NM 88202-1838

SPARKTEK

Attn: UNKNOWN

Owner

Unknown, Roswell, NM 88201

11. This Agreement constitutes the entire agreement of the Parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may only be modified or amended in writing, signed by the Parties hereto, and any such duly-executed written modification or amendment shall be automatically incorporated into this Agreement as if set forth fully herein.

12. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **SPARKTEK** shall not assign, sublet or subcontract any obligation, duty, right or covenant hereunder without the express written consent of the City, which the City may withhold in its total discretion.

14. **SPARKTEK** expressly acknowledges that in entering into this Agreement, he does not rely on any statement, representation, or warranty other than those expressly set out in this Agreement.

15. **SPARKTEK** expressly acknowledges that he has been advised to seek his own separate legal counsel for advice with respect to this Agreement, and has had sufficient opportunity to do so. The Parties further agree that interpretation of this Agreement shall be made without regard to authorship or negotiation.

[SIGNATURES FOLLOW ON NEXT PAGE]

DRAFT

IN WITNESS WHEREOF, SPARKTEK and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on this ____ day of _____, 2023, the Effective Date hereof.

“City”

“SparkTek”

CITY OF ROSWELL

SPARKTEK SERVICE, LLC

By: Hessel Yntema
City Manager

By:

CITY SEAL

Amalia Martinez, City Clerk

Approved as to form:

Christopher J. Nairn-Mahan, City Attorney

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

11.

Meeting Date: 04/09/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Recommend approval of the City of Roswell's IT Department to enter into a month-to-month lease beginning March 1, 2026, for Building 92 at the Roswell Air Center (Cavin/Sanchez).

BACKGROUND:

Initiated by: Michelle Sanchez

City of Roswell IT Department requests to enter into a month-to-month lease for Building 92, consisting of 17,963 square feet more or less, located at the Roswell Air Center, commencing on March 1, 2026.

FINANCIAL CONSIDERATION

Tenant agrees to pay Landlord as rent the sum of Forty-One Thousand Six hundred seventy-four dollars and sixteen cents (\$41,674.16), payable in 12 monthly installments of \$3,472.85.

LEGAL REVIEW:

City Attorney has reviewed this lease.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval 5-0 to send to the full city council agenda at its meeting on March 26, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

City of Roswell IT Department Lease

MUNICIPAL PROPERTY USE AND LEASE AGREEMENT

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

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

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

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

ARTICLE 1 – GRANTING CLAUSE AND LEASED PREMISES.

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

Building No.92, consisting of 17,963 square feet, more or less, located at the Roswell Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

The address of the Leased Premises is commonly known as 39 Jennifer Lane, Roswell, NM 88203. The Leased Premises include existing infrastructure and buildings currently used for carpet cleaning, janitorial business, and storage. As further set forth in Article 5, the Leased Premises are being leased "AS IS," including the environmental condition of the land, and City has made no representations or warranties of any kind or nature with regard to the existing or ongoing condition of the Leased Premises or its fitness or suitability for any particular use.

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

ARTICLE 2 – TERM

2.01 Lessee shall commence leasing of the Leased Premises effective on March 1, 2026, on a month-to-month basis collectively known as the "Lease Period," unless terminated or canceled earlier as herein provided. City hereby approves, and shall not contest,

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

ARTICLE 3 – RENT

3.01 Lessee agrees to pay to City as rent the sum of Forty-One Thousand Six hundred seventy-four dollars and sixteen cents (\$41,674.16), payable in 12 monthly installments of \$3,472.85. Thereafter, the rent will be adjusted annually by 3.0% or the latest 12-month percentage change in CPI-U (Consumer Price Index-U, U.S. City Average), whichever is greater. Rent and other fees are due on the first day of each month. Time is of the essence with regard to the payment of rent.

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

ARTICLE 4 – SECURITY DEPOSIT OR BOND

4.01 SECURITY DEPOSIT. Tenant has paid \$0.00 as a security deposit for Lessee's full and faithful performance of all terms of this Lease. This amount shall be used by City at the termination of this Lease toward a. payment for rent or penalties due City, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Leased Premises, and c. the cost of removal of any hazardous material not properly disposed of by Lessee. City shall be the sole and reasonable judge of all cleaning and repairs required for the Leased Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease, the security deposit shall first be applied to necessary cleaning and removal, repairs, and the remaining balance, if any, may then be applied to rentals and penalties then owing to City. Any refund of the security deposit due Lessee will be delivered or mailed within 60 days after the termination of this Lease.

ARTICLE 5 – CONDITION OF LEASED PREMISES

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

ARTICLE 6 – PURPOSE AND USE OF THE LEASED PREMISES

6.01 PERMITTED USE. Lessee shall use the Leased Premises for the sole and exclusive purpose of IT maintenance, storage, warehouse, and paperwork. No other uses shall be permitted.

6.02. SPECIAL EVENTS. City may, at its discretion, conduct or host special activities or events near or about the Premises or elsewhere at or about Airport. The City shall not be liable to Lessee or any Sublessee for any actual or alleged cost or loss, including, but not limited to, any actual or alleged loss of revenue or goodwill, caused by, resulting from, arising out of, relating to or in connection or conjunction with such special events.

6.03 MAINTENANCE.

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

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

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

d. Lessee shall not make any alterations to the Lease Premises, or improvements placed thereon, without prior written approval by City. City's approval to make alterations shall not be unreasonably withheld. City hereby pre-approves any alterations or

improvements necessary to ensure the safe occupancy of any structures placed on the Leased Premises.

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

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

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

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

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

willful acts or omission by Lessee, and notifications to appropriate regulatory agencies arising therefrom.

ARTICLE 7 – UTILITY AND OTHER CHARGES

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

ARTICLE 8 – LIEN

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

ARTICLE 9 – PERSONAL PROPERTY

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

ARTICLE 10 – IMPROVEMENTS

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

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

10.02 No other improvements shall be placed on or alterations made to the Leased Premises without the prior amendment of this Lease pursuant to Article 22 hereof to permit

such improvement placement. Lessee shall maintain and protect from waste and trespass all improvements placed on the Leased Premises.

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

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

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

ARTICLE 11 – RELINQUISHMENT

Lessee, if not in default under this Lease, may at any time apply to relinquish the Lease to City and be relieved of further obligations under the lease, provided, however, such relinquishment shall not be valid or effective until approved in writing by City. Lessee must file an application to relinquish the Lease at least thirty (30) days prior to the date on which the Lessee requests the relinquishment to go into effect. City may condition relinquishment on any terms it deems reasonable. Upon relinquishment, Lessee shall not be entitled to the refund of any rent previously paid.

ARTICLE 12 – ASSIGNMENT

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

ARTICLE 13 – SUBLEASE

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

ARTICLE 14 – COLLATERAL ASSIGNMENT

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

ARTICLE 15 – WAIVER

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

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

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

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

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

ARTICLE 17 – LIABILITY; INDEMNIFICATION; INSURANCE.

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

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

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

17.03 INSURANCE. Lessee shall purchase, or cause to be purchased, and maintain in effect during the Term of this Lease with insurance carriers or risk retention groups authorized to do business in the State of New Mexico and approved by the City, any

insurance required by this paragraph. The insurance and additional insured requirements contained in this Lease are considered minimum coverage amounts and Lessee may elect greater coverage limits than what is specified in this Agreement or as may be required by law. All applicable coverage, unless specified otherwise, shall remain in full force and effect until the expiration, cancellation, or termination of the Agreement and for the subsequent three (3) years following the expiration, cancellation, or termination for loss covered by and occurring during the term of the Lease.

A. General Liability Insurance

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

Such an insurance policy must specifically provide coverage for the City and its employees and agents in minimum amounts of \$2 million dollars (\$2,000,000.00) for damage to or destruction of each legally described real property arising out of a single occurrence; 2 million dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury or death; and \$2 million dollars (\$2,000,000.00) with respect to any one occurrence. Higher coverage for the City may be reasonably required by the City from time to time, including but not limited to increases needed to provide complete coverage for City's maximum liability under the New Mexico Tort Claims Act, NMSA 1978 § 41-4-1 et seq. and New Mexico Civil Rights Act, NMSA 1978 § 41-4A-1 et seq. City shall have no liability for premiums charged for such coverage, and inclusion of City as an insured party is not intended to, and shall not make City a partner or joint venturer with Lessee in its operations.

B. Property Coverage

In addition, the Lessee must obtain at its own expense, insurance coverage adequate to protect its operations, property, employees, and agents in amounts Lessee finds sufficient, but in no case shall such property insurance coverage be for less than one hundred percent (100%) Replacement Cost of Improvements on an Agreed Value Basis. Lessee shall be solely responsible for obtaining insurance policies that provide coverage for losses of

Lessee-owned property, including improvements, and City shall be named as an additional insured on the policy. City shall not be required to provide such insurance coverage or be responsible for payment of Lessee's costs for such insurance.

22.5. Within ten (10) days after the execution of this Lease by City and delivery to Lessee, Lessee shall deliver to City original or duplicate certificates of insurance evidencing all the insurance which is required to be maintained under this Lease by Lessee certifying that all requirements set forth herein have been complied with, and within ten (10) days prior to the expiration of any such insurance, other original or duplicate certificates evidencing the renewal of such insurance. A certificate, policy, endorsement or rider which states that failure to give City notice imposes no liability or obligation on the insurer shall not be in compliance with this Lease. The following specific extensions of coverage must be indicated on the Certificate of Insurance:

- (1) Contractual liability
- (2) Bodily Injury and Property Damage liability
- (3) Premises operations
- (4) Personal injury
- (5) Advertising injury
- (6) Fire legal liability
- (7) Medical expense
- (8) Independent contractor/consultants/subcontractor/consultants
- (9) Products – completed operations
- (10) Pollution Liability
- (11) Additional insured endorsement (primary& non-contributing in favor of City)
- (12) Waiver of subrogation in favor of City

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

In the event of any cancellation of any insurance coverage required by or on behalf of Lessee pursuant to this Lease, whether it be for non-payment of premium or for other than non-payment of premium, or in the event of any adverse, material change of

any insurance required by this Lease, effected by the insurance carrier providing such coverage, Lessee must email a copy of the cancellation notice or notice of adverse, material change to City's legal counsel and mail a copy to the address below no later than three (3) business days after the receipt of a cancellation notice or a notice of adverse material change.

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

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

ARTICLE 18- USE OF THE PREMISES. Security Responsibilities Of
Tenant, Tenant

1. **USE OF THE PREMISES. Security Responsibilities of Tenant, Tenant Employees and Other Persons.**

No person may:

i. Tamper, interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper, interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.

ii. Enter, or be present within, a Secured Area, AOA, SIDA, or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.

iii. Use, allow to be used, or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or Vehicles in Secured Areas, AOAs, or SIDAs in any other manner than that for which it was issued by the Airport Authority.

b. **Security Badges**

i. **Airport ID Badge**

1. Persons who work or do business on Airport property on a permanent or long-term (longer than 30 days) basis must have an Airport-issued identification in the form of an Airport ID badge. An individual holding an Airport ID badge may also be referred to as "badged personnel."

ii. Airport ID Badge Holder and Tenant Security Responsibilities / Access Control Procedures 12 of City of Roswell Museum

1. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security, these Rules and Regulations.

c. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security, these Rules and Regulations.

d. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security, these Rules and Regulations.

e. Tenants and tenant employees are responsible for controlling access to doors, gates, and other passageways between the AOA and the landside of the airport through their lease areas.

f. A breach in security caused by a tenant or tenant employee that results in a TSA, Airport Security Coordinator, or Airport Director finding of negligence will be cause to review, suspend, or withdraw access privileges, impose additional training requirements and/or impose other penalties as provided by these Rules and Regulations and the Airport Security Program.

g. Tenant shall use the Leased Premises solely for the purpose of providing IT maintenance, storage, warehouse, and paperwork together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. The Roswell City Code shall bind tenant or, as may be amended from time to time, and all applicable policies and procedures of the Roswell Air Center (ROW).

h. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State, and

local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not 13 of The City of Roswell Museum release any hazardous materials at the leased premises or contaminated the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including:

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

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

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

ARTICLE 18 – DEFAULT AND CANCELLATION

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

ARTICLE 19 – DAMAGE OR DESTRUCTION OF LEASED PREMISES

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

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

ARTICLE 20 – COMPLIANCE WITH APPLICABLE FEDERAL, STATE, OR LOCAL LAW OR REGULATION

Lessee shall fully comply with all federal and state laws, regulations, rules, ordinances and requirements, applicable to the Leased Premises or to Lessee's operations thereon,

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

ARTICLE 21 – SCOPE OF AGREEMENT

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

ARTICLE 22 – AMENDMENT

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

ARTICLE 23 – APPLICABLE LAW

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

ARTICLE 24 – SUCCESSORS IN INTEREST; THIRD PARTIES

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

ARTICLE 25 – BANKRUPTCY

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

ARTICLE 26 -- HOLDOVER

If Lessee enters upon the Leased Premises after the termination or cancellation of this lease for any purpose, or leaves any equipment, buildings, materials, property or debris on the Leased Premises after the termination or cancellation of this lease, the rent due City for such entry or presence shall be prorated as provided in Article 3 plus 15% administrative

for each day or any part of a day. Nothing contained herein shall be construed as the grant to Lessee of the right to enter the Leased Premises for any purpose after the termination or cancellation of this Lease without the prior written consent of City.

ARTICLE 27 – NOTICES

The addresses for notice are:

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

For Notice to Lessee:

City of Roswell IT Department
39 Jennifer Lane
Roswell, NM 88203

ARTICLE 28 – RULES OF CONSTRUCTION

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

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

ARTICLE 29 – CALCULATION OF TIME

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

ARTICLE 30 – STATUS OF CITY

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

ARTICLE 31 – ENTIRE AGREEMENT AND AMENDMENT

This Lease is intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations,

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

Remainder of the Page Left Blank Intentionally

IN WITNESS WHEREOF, this Lease is executed the 11th day of February, 2026.

For City

By: Timothy Z Jennings, Mayor

By: Josh Nairn-Mahan, City Attorney

For Lessee:

*Jeff Bechtel*__

By: Jeff Bechtel, IT Director

Attest:

Amalia Martinez, City Clerk



EXHIBIT A Premises

EXHIBIT C: INSURANCE

1. MINIMUM SCOPE OF INSURANCE

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

☒ I. **Commercial General Liability** (“CGL”): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence.

☒ II. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if City of Roswell IT Department has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$1,000,000.00** per accident for bodily injury and property damage.

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

☒ IV. **Professional Liability (Errors and Omissions)**: Insurance appropriate to City of Roswell IT Department profession, with limit no less than **\$1,000,000.00** per occurrence or claim, **\$2,000,000.00** aggregate.

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

b. If City of Roswell IT Department maintains broader coverage and/or higher limits than the minimum shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by City of Roswell IT Department.

2. ADDITIONAL INSURED STATUS

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

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

3. PRIMARY COVERAGE

For any claims related to this Agreement, City of Roswell IT Department insurance shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its council members, officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its council members, officials, officers, employees, agents, and volunteers shall be excess of City of Roswell IT Department insurance and shall not contribute to it.

4. NOTICE OF CANCELLATION

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

5. WAIVER OF SUBROGATION

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

6. SELF-INSURED RETENTIONS

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

7. ACCEPTABILITY OF INSURERS

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

8. **CLAIMS-MADE POLICIES**

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

- i. The Retroactive Date must be shown, and must be before the Effective Date of this Agreement or the beginning of the Work hereunder.
- ii. Insurance must be maintained, and evidence of insurance must be provided for at least five years after completion of the Work.
- iii. If coverage is canceled or not renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, City of Roswell IT Department
- iv. Must purchase “extended reporting” coverage for a minimum of five years after completion of the Work.

9. **VERIFICATION OF COVERAGE**

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

10. **SPECIAL RISKS OR CIRCUMSTANCES**

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

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

12.

Meeting Date: 04/09/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of a budget adjustment of \$12,595.25 and approval of the installation of flooring replacement and abatement for the City Hall Administration offices in the amount of \$22,572.84. (Gass/Martinez)

BACKGROUND:

Initiated by: Amalia Martinez

The existing flooring in the Administration Offices has deteriorated over time and now presents a safety hazard for staff and visitors. Replacement flooring was purchased previously in anticipation of this need. During preparation for the flooring replacement, it was determined that asbestos-containing materials are present beneath the existing flooring. As a result, asbestos remediation is required as part of the project to ensure compliance with safety regulations and to protect the health of employees and the public. The flooring replacement and abatement will be coordinated to address both the safety concerns and regulatory requirements efficiently.

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Budget Adjustment Needed

Expense: 11014013-614002 (General Fund Administration - M&R Building)

Budget Adjustment Needed: \$12,595.25

Current/Original Budget: \$14,497.00

Remaining Budget: \$9,977.59

Requested Amount: \$22,572.84

LEGAL REVIEW:

Not required at this time.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended approval 5-0 at its meeting on April 2, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Quote Custom Construction II, LLC.

Custom Construction II, LLC.

#4 Wool Bowl Circle
Roswell, NM 88203
(575) 623-1824

Client: City of Roswell (City Hall)
Property: 425 N Richardson
Roswell, NM 88201

Operator: CUSTOMCO

Type of Estimate:

Date Entered: 3/3/2026

Date Assigned:

Price List: NMRO8X_MAR26

Labor Efficiency: Restoration/Service/Remodel

Estimate: CITY_HALL

Custom Construction II, LLC.

#4 Wool Bowl Circle
Roswell, NM 88203
(575) 623-1824

CITY_HALL**CITY_HALL**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
16. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA	436.47	0.00	36.10	472.57
Total: CITY_HALL				36.10	472.57

Office

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Carpet	588.00 SF	0.85	0.00	41.34	541.14
3. Vinyl tile	588.00 SF	1.33	0.00	64.68	846.72
5. Remove asbestos floor mastic	588.00 SF	3.80	0.00	184.81	2,419.21
13. Vinyl plank flooring	588.00 SF	0.00	3.02	146.87	1,922.63
Customer will provide materials.					
Totals: Office				437.70	5,729.70

Office 2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
7. Carpet	980.00 SF	0.85	0.00	68.90	901.90
8. Vinyl tile	980.00 SF	1.33	0.00	107.80	1,411.20
9. Remove asbestos floor mastic	980.00 SF	3.80	0.00	308.01	4,032.01
14. Vinyl plank flooring	980.00 SF	0.00	3.02	244.79	3,204.39
Customer will provide materials.					
Totals: Office 2				729.50	9,549.50

Office 3

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
10. Carpet	700.00 SF	0.85	0.00	49.21	644.21
11. Vinyl tile	700.00 SF	1.33	0.00	77.00	1,008.00
12. Remove asbestos floor mastic	700.00 SF	3.80	0.00	220.01	2,880.01
15. Vinyl plank flooring	700.00 SF	0.00	3.02	174.85	2,288.85
Customer will provide materials.					

Custom Construction II, LLC.

#4 Wool Bowl Circle
Roswell, NM 88203
(575) 623-1824

CONTINUED - Office 3

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: Office 3				521.07	6,821.07
Line Item Totals: CITY_HALL				1,724.37	22,572.84

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

13.

Meeting Date: 04/09/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of the purchase of one (1) John Deere Broce RJT350 Sweeper from 4 Rivers Equipment for airport runway and taxiway maintenance, in the amount of \$77,706.98, utilizing the CES Cooperative Contract 2022-10-C102-ALL (Gass/Gonzalez)

BACKGROUND:

Initiated by: Omar Gonzalez

The Broce RJT350 sweeper will be used to remove debris from runways and taxiways prior to rubber removal operations, improving surface conditions and extending the lifespan of existing equipment. Proper surface preparation is critical for effective rubber removal. Utilizing the sweeper will enhance operational efficiency, reduce wear on the Cyclone 4600 rubber removal machine, and support consistent maintenance of airport surfaces.

FINANCIAL CONSIDERATION

Funding for this purchase will be provided through NMDOT aviation funds, project ROW-25-003.

LEGAL REVIEW:

No legal review is required for this purchase.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval 5-0 at its meeting March 26, 2026. Finance Committee recommended approval 5-0 at its meeting on April 2, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

AVA 1665
RJT350

Project No.

ROW-25-03

Contract No.

AVA1665

Vendor No.

0000054357

AMENDMENT NO. 1

THIS AMENDMENT made and entered into by and between the CITY OF ROSWELL, (hereinafter called the "Sponsor") and the State of New Mexico, acting through the State Department of Transportation, (hereinafter called the "Department").

RECITALS

WHEREAS, Section Twenty-One – Amendment: This agreement shall not be altered, modified or amended except by an instrument in writing by the Sponsor and documented acceptance by the Division.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 1, Purpose, of the original agreement is deleted and replaced with the following:
2. Project Description shall be amended as follow:

TWY C EXTENSION & ACQUIRE RUBBER REMOVAL EQUIPMENT

3. All terms, conditions, representations, and obligations set forth in the original Grant Agreement shall remain in full force and effect, except as expressly amended or modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates shown below.

Recommended by AVIATION DIVISION

Signed by:
By: Jessi Litz-Powden
B33A2037D7114CA...

Date: 01/05/26

New Mexico Department of Transportation
Cabinet Secretary or Designee

DocuSigned by:
By: Ricky Serna
5910E8A0255842F...

Date: 01/05/26

SPONSOR

DocuSigned by:
By: Chad Cole
80E20CD7FE55473...

Date: 01/02/26

Approved as to form and legal sufficiency

Signed by:
By: John Newell
John Newell
Acting General Counsel
C750CEC1625D408...
Assistant General Counsel

Date: 01/02/26

Moran, Daniel, DOT

Subject: RE: [EXTERNAL] Fw: 4006AC Rubber and Paint Removal System

From: Omar Gonzalez <o.gonzalez@roswell-nm.gov>

Sent: Monday, December 22, 2025 9:45 AM

To: Lucero, Jane, DOT <jane.lucero@dot.nm.gov>

Subject: Re: [EXTERNAL] Fw: 4006AC Rubber and Paint Removal System

Good Morning,

Please accept this letter as a formal request to amend the existing grant agreement ROW-25-03 to include the ac

Since the execution of the grant, additional operational needs have been identified that were not fully anticipated. The acquisition of this equipment is necessary to effectively support the project objectives, improve operational implementation and long-term sustainability of the grant-funded activities.

The requested amendment would allow the use of grant funds for the purchase of the necessary equipment while goals of the approved project. No other changes to the scope, timeline, or overall purpose of the grant are anticipated. The inclusion of this equipment acquisition.

We respectfully request your review and consideration of this amendment. Supporting documentation, including estimates, can be provided upon request.

Thank you for your time and continued support. Please do not hesitate to contact me if you require any additional

Sincerely,

Omar Gonzalez

A-1330
Updated:07/2023
Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION
Aviation Grant Agreement Form



Date Apr 2, 2025

Project Location ROW - ROSWELL AIR CENTER

Sponsor ROSWELL, CITY OF
Address 1 JERRY SMITH CR.
City ROSWELL NM Zip Code 88203

Participation STATE ONLY

Funding Breakdown STATE/CITY

Contract No. AVA1665

Project No. ROW-25-03

Vendor No. 0000054357-10

Expiration Date 4/7/2027

Purchase Order No: 0000417850

AVIATION GRANT AGREEMENT

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

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

1. Purpose.

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

a. Project Description:

TWY C EXTENSION

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

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

2. The Sponsor Shall:

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

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

3. The Department Shall:

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

4. Both Parties Agree:

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

5. Method of Payment - Reimbursement.

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

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

6. Accountability of Receipts and Disbursements.

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

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

8. Termination for Cause.

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

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

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

9. Disposition of Property.

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

10. Representations and Certification.

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

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

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

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

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

12. Third Party Beneficiaries.

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

13. New Mexico Tort Claims Act.

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

14. Scope of Agreement.

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

15. Terms of this Agreement.

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

16. Equal Opportunity Compliance.

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

17. Appropriations and Authorizations of State and Federal Funds.

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

18. Severability.

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

19. Applicable Law.

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

20. Principal Contacts and Notices.

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

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

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

21. Amendment.

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

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: *Ricky Serna* Date: 04/07/25
5010E8A6255042F...
Cabinet Secretary or Designee

Recommended by:

DocuSigned by:
By: *[Signature]* Date: 04/04/25
5910E8A6255042F...
Aviation Division Director
or Designee

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

Signed by:
By: *[Signature]* Date: 04/04/25
John Maxwell
Deputy General Counsel
Assistant General Counsel

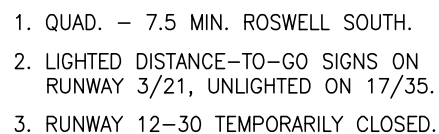
SPONSOR

Print Name: Chad Cole

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

Title: City Manager

SITE NO. 14719.A



ROSWELL AIR CENTER

EXHIBIT B
PLEASE OMIT CENTS

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

Prepared For

CITY OF ROSWELL AIRPORT
MANAGER'S OFFICE

1 JERRY SMITH CIR

ROSWELL, NM 882038427

(575) 347-5703

Prepared By

Seth Eifert

4 Rivers Equipment, LLC

2400 W Bender Blvd

Hobbs, NM 88240

seifert@4riversequipment.com

Quote Id 1622477

Creation Date 12-Feb-2026

Expiration Date 15-Mar-2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
Broce RJT350 Sweepers	\$87,772.00	\$77,706.98	1	\$77,706.98
Equipment Total				\$77,706.98
Quote Summary				
Total Selling Price				\$77,706.98
Sub-total				\$77,706.98
Balance Due				\$77,706.98

Selling Equipment

Quote # 1622477
 Customer CITY OF ROSWELL AIRPORT MANAGER'S OFFICE

Broce RJT350 Sweepers		QTY In Group : 1
Equipment Notes	CES 2022-10-C102-ALL 10% From list	Suggested List \$87,772.00
Hours	- - -	Selling Price \$77,706.98
Serial Number		
Stock Number	TBD	
PUK Parent Serial #	- - -	

Equipment Summary				
Code	Description	Qty	List Price	Adjusted Selling Price
1	Broce RJT350 Sweepers	1	\$85,572.00	\$85,572.00
Total Base / Options			\$85,572.00	\$85,572.00

Other Charges	
Description	List Price
Local Delivery	\$1,100.00
PDI	\$1,100.00
Total Adjustments	\$2,200.00

Customer Discounts	
Description	Discount Amount
Customer Discount	(\$10,065.02)
Total Discounts	(\$10,065.02)
Selling Price Subtotal	\$77,706.98
Total Selling Price	\$87,772.00

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

14.

Meeting Date: 04/09/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval for airfield painting and striping services with Desert West Enterprises, LLC, at the Roswell Air Center, in the amount of \$377,891.20, through CES Cooperative Contract 2026-06-R1239-ALL. (Gass/Gonzalez)

BACKGROUND:

Initiated by: Omar Gonzalez

The City of Roswell received funding from the New Mexico Department of Transportation (NMDOT) to support runway and taxiway striping at the Roswell Air Center. During a recent FAA inspection, deficiencies were identified in the condition of existing pavement markings. Addressing these deficiencies is necessary to maintain compliance with FAA standards.

Flooding contributed to the deterioration of the markings, as floodwaters removed the glass beads that provide reflectivity for nighttime visibility.

Desert West Enterprises, LLC, through CES Cooperative Contracting, is able to meet the required project timeline and provide the necessary services to complete the work and address the inspection findings.

FINANCIAL CONSIDERATION

Funding for this project is provided through NMDOT Grant ROW-26-01 and Grant ROW-25-02. Grant ROW-26-01 provides funding in the amount of \$348,350, consisting of \$311,715 in state funding and a \$36,635 City match.

LEGAL REVIEW:

Contract to be reviewed by the Legal Department upon approval.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval 5-0 at its meeting on March 26, 2026. The Finance Committee recommended approval 5-0 at its meeting on April 2, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

CES Roswell Airport - Striping Runway and Taxiway 2026 1
ROW-26-01 - AIRFIELD STRIPING - EXECUTED

Price Proposal - 2026-06-R1239-ALL

This proposal was prepared exclusively for Desert West Enterprises, LLC

Job Number: 283
Job Name: Roswell Airport - Striping Runway and Taxiway 2026
Contractor: Desert West Enterprises, LLC
Date Created: 02/13/2026
Last Update: 03/10/2026
Proposal Value: \$377,891.20
Construction Procurement Catalog: Year 2026 Quarter 1 - ROSWELL, NM

Summary By Division

Division	Line Total
01 General Requirements	\$35,710.69
32 Exterior Improvements	\$342,180.51

Non-Prepriced Items

Item Name	Division	QTY	Unit Price	Factor	Line Total
NM Gross Receipts Tax	01 General Requirements	28301.060000	\$1.00	1.0000	\$28,301.06
Bond	01 General Requirements	7409.630000	\$1.00	1.0000	\$7,409.63

Detailed Price Proposal

Sr.#	Division	Line Item #	Mod	UOM	Description	QTY	Unit Price	Factor	Total	Line Total
1	General Requirements	Non-Prepriced	EA		NM Gross Receipts Tax	28301.060000	\$1.00	1.0000	\$28,301.06	\$28,301.06
2		Non-Prepriced	EA		Bond	7409.630000	\$1.00	1.0000	\$7,409.63	\$7,409.63
3	Exterior Improvements	32172313110	S.F.		Painted pavement markings, airport painted markings, painting white or yellow markings, SF, taxiway, with 12 lbs beads per 100 S.F. with 12 lb. beads per 100 S.F.					\$187,733.17

Price Proposal Report

A-1330
Updated:07/2025
Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION
Aviation Grant Agreement Form



Date Oct 31, 2025

Project Location ROW - ROSWELL AIR CENTER

Sponsor ROSWELL, CITY OF
Address 1 JERRY SMITH CR.
City ROSWELL NM Zip Code 88203

Participation STATE ONLY Funding Breakdown 90/10

Contract No. AVA1743 Project No. ROW-26-01

Vendor No. 0000054357-10 Expiration Date 11/23/2027

Purchase Order No: 0000428944

AVIATION GRANT AGREEMENT

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

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

1. Purpose.

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

a. Project Description:

AIRFIELD STRIPING

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

State	Sponsor	Other	Total
\$ 311,715	\$ 36,635	\$	\$ 348,350

2. The Sponsor Shall:

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

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

3. The Department Shall:

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

4. Both Parties Agree:

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

5. Method of Payment - Reimbursement.

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

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

6. Accountability of Receipts and Disbursements.

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

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

8. Termination for Cause.

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

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

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

9. Disposition of Property.

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

10. Representations and Certification.

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

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

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

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

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

12. Third Party Beneficiaries.

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

13. New Mexico Tort Claims Act.

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

14. Scope of Agreement.

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

15. Terms of this Agreement.

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

16. Equal Opportunity Compliance.

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

17. Appropriations and Authorizations of State and Federal Funds.

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

18. Severability.

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

19. Applicable Law.

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

20. Principal Contacts and Notices.

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

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

Name	BOBBI THOMPSON		
Title	AIRPORT MANAGER		
Sponsor	ROSWELL, CITY OF		
Address	1 JERRY SMITH CR		
City	ROSWELL	NM	Zip Code 88203
Office Phone	+1 (575) 246-7281	Fax	
E-Mail	B.THOMPSON@ROSWELL-NM.GOV		

21. Amendment.

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

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: Ricky Serna Date: 11/23/25
5910E8A6255842E
Cabinet Secretary or Designee

Recommended by:

Signed by:
By: Jessi Litz-Powden Date: 11/20/25
B33A2087D7114GA...
Aviation Division Director
or Designee

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

Signed by:
By: John Howell Date: 11/17/25
John Howell
Assistant General Counsel
C758CEC1625D488
Assistant General Counsel

SPONSOR

Print Name: Chad Cole

DocuSigned by:
By: Chad Cole Date: 11/20/25
89E20CD7FE55473...

Title: City Manager

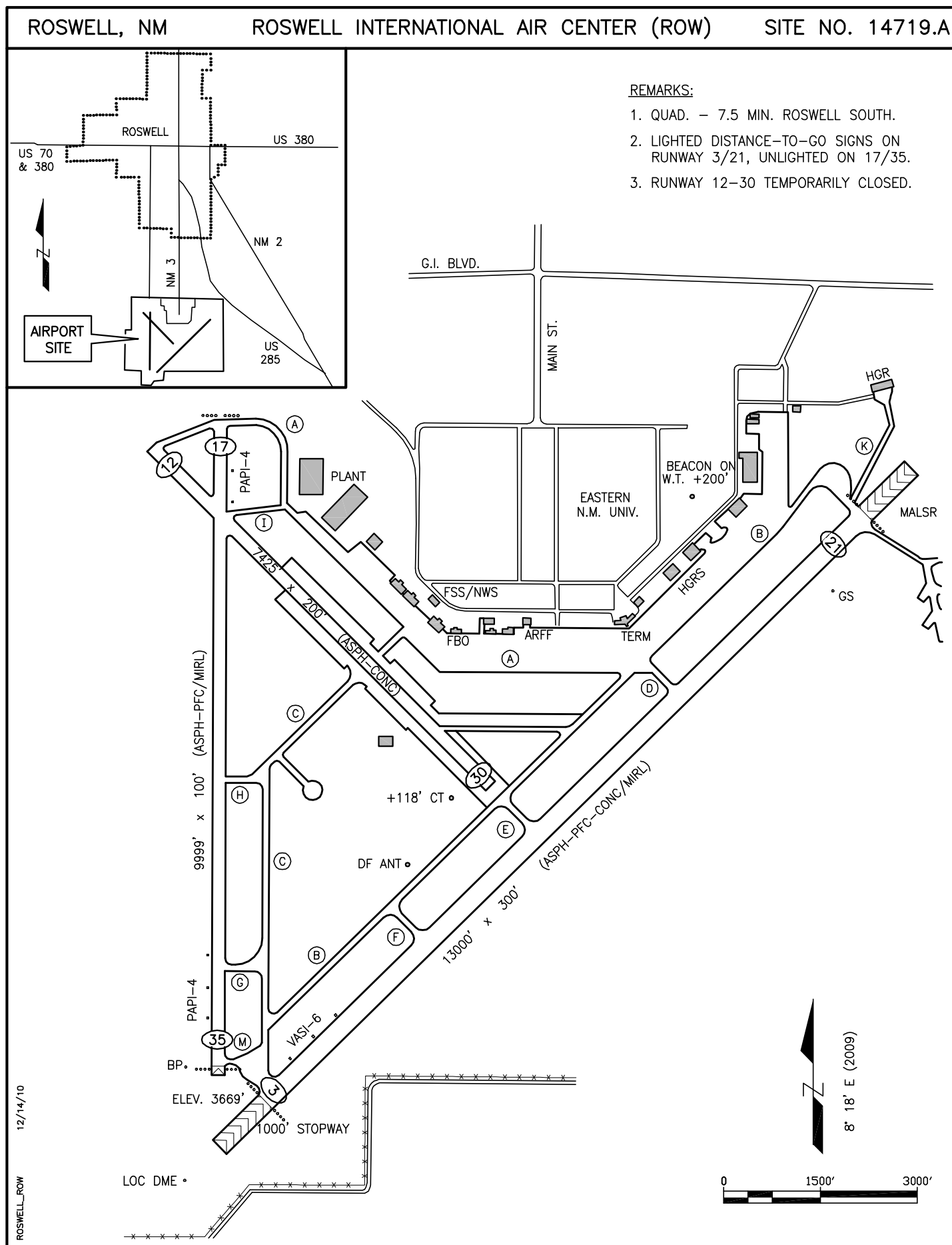


EXHIBIT B PROJECT COST

Project Location

ROW - ROSWELL AIR CENTER

Project Description

AIRFIELD STRIPING

State		Sponsor		Other		Total	
\$	311,715	\$	36,635	\$		\$	348,350

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

15.

Meeting Date: 04/09/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of the request to perform the following work for BLM Taxiway L. A change order has been set in place in the amount of \$135,144.69. (Gass/Gonzalez)

BACKGROUND:

Initiated by: Omar Gonzalez

A change order has been issued due to the contractor identifying previously unmarked electrical and water lines that required replacement due to asphalt paving. Quotes from the contractor were submitted for both and the project is fully state funded with no local funds involved. The time provided for completion in the contract will be increased by 85 calendar days. This change order was submitted to the FAA in December 2025. NM Aviation Division has agreed to fund this change order.

FINANCIAL CONSIDERATION

The total price for the change order is in the amount of \$109,721.00 for Electrical Line Relocation and \$15,2708 for Waterline Replacement, not including NMGRT. This will increase the project from \$6,046,815.25 to \$6,181,636.25, not including NMGRT. Total cost of the project including NMGRT will be in the amount of \$134,144.69.

LEGAL REVIEW:

Change order has not been sent for legal review.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval 5-0 at its meeting on March 26, 2026. The Finance Committee recommended approval 5-0 at its meeting on April 2, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

BLM Change Order No. 3

CONTRACT CHANGE ORDER NO. 3**AIRPORT:** Roswell Air Center**DATE:** 3/10/2026**LOCATION:** Roswell, New Mexico**NMDOT No.:** ROW-24-01**CONTRACTOR:** Constructors Inc.**ITB No. 24-2016**

You are requested to perform the following described Work upon receipt of an approved copy of this document or as directed by the Engineer:

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	AMOUNT
n/a	Electrical Line Relocation	LS	\$109,721.00	1	\$109,721.00
n/a	Waterline Replacement	LS	\$15,100.00	1	\$15,100.00
This Change Order Total (Excl. NMGR)					\$124,821.00
Previous Change Order(s) Total					\$0.00
Original Contract Price (Excl. NMGR)					\$6,046,815.25
Revised Contract Total (Excl. NMGR)					\$6,171,636.25

The time provided for completion in the Contract is ~~(unchanged)~~ ~~(decreased)~~ (increased) by 85 calendar days. This document shall become an Amendment to the Contract and all provisions of the Contract will apply.

Recommended by:  3.10.2026

Engineer Date

Approved by: _____

Owner Date

Accepted by: _____

Contractor Date

Approved by: _____

State Aviation Date

NOTE: Change Orders and Supplemental Agreements require State approval prior to construction. Otherwise, no Federal participation can be granted. State Aviation concurrence is required when State participation is anticipated.

NMDOT No. ROW-24-01

CHANGE ORDER NO.: 3

AIRPORT: Roswell Air Center

LOCATION: Roswell, New Mexico

State Approval:

- ☒ This approval is subject to the availability of State funds and limitations of the Grant Agreement.
- ☐ This approval is subject to the availability of State funds and limitations of the Grant Agreement and comments in our letter dated _____.
- ☐ This approval is for record purposes only, with no Federal participation.

AIRPORT: Roswell Air Center Airport

LOCATION: Roswell, New Mexico

JUSTIFICATION FOR CHANGE

1. Brief description of the proposed Contract change(s) and location(s).
Increase the contract amount by \$124,821.00 (Excl. NMGR) in order to cover help with the electrical line relocation and waterline replacement costs.
2. Reason(s) for the change(s). (Continue on reverse if necessary.)
During construction, the Contractor identified previously unmarked electrical and water lines that required replacement due to asphalt paving.
3. Justifications for Unit Prices or Total Cost.
Quotes from the contractor were submitted for both.
4. The Sponsor's share of this cost is available from:
This project is fully state funded with no local funds involved.
5. If this is Supplemental Agreement involving more than \$2,000, is the Cost Estimate based on the latest wage rate decision? Yes ☒ No ☐ Not Applicable ☐
6. Has Consent of Surety been obtained? Yes ☒ No ☐ Not Applicable ☐
7. Will this change affect the insurance coverage? Yes ☐ No ☒
8. If yes, will the policies be extended? Yes ☐ No ☐
9. Has this Change Order been discussed with FAA officials?
Yes ☒ No ☐ When December 2025 With Whom Jane Lucero and Dan Moran

Comment NM Aviation Division has agreed to fund this change order.



CONSTRUCTORS, INC

Dirt, Asphalt, Concrete, and Utilities Construction

Aggregate and Asphalt Products

Public Works Registration # 0101462009071

Proposal Submitted To:	City of Roswell/Lochner	Job Name:	BLM Taxiway L Electrical Change Order	
Attn:	Amy Martinez	Place of Job:	Roswell Aiport	
Billing Address:	131 W. Second Street	Architect or Engineer:	Lochner	
City, State, Zip:	Roswell, NM 88201	Date of Plans:	N/A	
Phone #:	575-623-5695	Date of Proposal:	3/2/26	
Email:	amy.martinez@hwlochner.com	Special Note / Addendum(s):	Electrical Change Order	

Description	Quantity	Units	Unit Price	Total
ELECTRICAL - "One (1) new 3" conduit from the existing service pole location to a new panel location on a small rack near the existing BLM pole light. Relocate existing small transformer to new rack location. Connect remaining portion of the BLM UG service to the new panel. One (1) new 3" spare conduit will be installed only under the runway for future access and will be noted on the project as-builts". CONDUITS TO BE CONCRETE ENCASED ONLY THE 100 FEET UNDER THE TAXIWAY. EXCLUSIONS: BLM service equipment upgrades. Temporary power. Engineering. Easements. Painting. Repairs to existing code violations. Repairs to existing equipment/light pole/etc. Changes to scope via/by Site in ground pull boxes. QUALIFICATIONS: BLM will experience a power outage during the service conduit relocation. Revised EE stamped plans to be provided by the Design Team. CID inspection only occurs once a week. Estimate is based on our proposed solution, any required changes will warrant a revised estimate. Scale wages are included.	1.00	LS	\$ 109,721.00	\$ 109,721.00
				\$ -
				\$ -
			Sub-Total	\$ 109,721.00
			NMGRT at 8.2708%	\$ 9,074.80
			Total	\$ 118,795.80

Time Impact will be Associated with Change Order. Need 60 days to finish project after electrical work is complete.

PRICE EXCLUSIONS:	PERMITS, ANY WORK NOT SPECIFICALLY STATED ABOVE
-------------------	---

We hereby propose to furnish labor, materials and equipment to complete the project in accordance with above specifications, for the sum listed above plus New Mexico Gross Receipt Tax, with payment due upon receipt of invoice unless prior agreement has been made. Any alterations or deviations from the above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the proposed amount above. If payment is not received within 30 days from date of invoice, interest will be charged at 1 1/2% per month or fraction of a month on the unpaid balance plus incidental collection costs, including attorney fees. (As allowed by New Mexico Statute N.M.S.A. 1978, Section 67-28-6). This proposal also serves as acknowledgment of Constructors' request for the location of underground facilities. The property owner and/or the General contractor is responsible for the location of such facilities on private property. Constructors, Inc. is not responsible for damages to underground facilities which are not located and/or mislocated. Facilities are defined as computer lines, telephone, gas, water, sewer, electric, sprinkler, or any other facility installed by man.

Facilities shall be marked prior to the beginning of Constructors, Inc.'s work on the project site. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in the legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to the legal action, as determined by a court of competent jurisdiction.

All material is guaranteed to be as specified. All work is to be completed in a workman-like manner according to standard practice. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by worker's compensation insurance. See additional conditions on back.

Acceptance of Proposal--The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____
Date Accepted: _____

Authorized Signature: Mike Martinez

3003 S. BOYD DR. - CARLSBAD, NM 88220 - PHONE (575) 885-8838 - FAX (575) 887-0896



CONSTRUCTORS, INC

Dirt, Asphalt, Concrete, and Utilities Construction
Aggregate and Asphalt Products
Public Works Registration # 0101462009071

Proposal Submitted To:	City of Roswell/Lochner	Job Name:	BLM Taxiway L	
Attn:	Gabe Lopez	Place of Job	Roswell Aiport	
Billing Address:	131 W. Second Street	Architect or Engineer:	Lochner	
City, State, Zip:	Roswell, NM 88201	Date of Plans:	N/A	
Phone #:	575-623-5695	Date of Proposal:	12/11/25	
Email:	glopez@hwlochner.com	Special Note / Addendum(s):	Install 4" HDPE Waterline	
Description	Quantity	Units	Unit Price	Total
Install 10" Casing - C900 DR 18	100.00	LF	\$ 30.00	\$ 3,000.00
Install 4" HDPE SDR 17 Pipe	110.00	LF	\$ 110.00	\$ 12,100.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			Sub-Total	\$ 15,100.00
			NMGRT at 8.2708%	\$ 1,248.89
			Total	\$ 16,348.89
Time Impact will be Associated with Change Order				
PRICE EXCLUSIONS:	PERMITS, ANY WORK NOT SPECIFICALLY STATED ABOVE			
We Hereby Propose to furnish labor, materials and equipment to complete the project in accordance with above specifications, for the sum listed above plus New Mexico Gross Receipt Tax, with payment due upon receipt of invoice unless prior agreement has been made. Any alterations or deviations from the above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the proposed amount above. If payment is not received within 30 days from date of invoice, interest will be charged at 1 1/2% per month or fraction of a month on the unpaid balance plus incidental collection costs, including attorney fees. (As allowed by New Mexico Statute N.M.S.A. 1978, Section 57-28-5). This proposal also serves as acknowledgment of Constructors' request for the location of underground facilities. The property owner and/or the General contractor is responsible for the location of such facilities on private property. Constructors, Inc. is not responsible for damages to underground facilities which are not located and/or mislocated. Facilities are defined as computer lines, telephone, gas, water, sewer, electric, sprinkler, or any other facility installed by man. Facilities shall be marked prior to the beginning of Constructors, Inc.'s work on the project site. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in the legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to the legal action, as determined by a court of competent jurisdiction.				
All material is guaranteed to be as specified. All work is to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by worker's compensation insurance. See additional conditions on back. Authorized Signature: Mike Martinez				
Acceptance of Proposal--The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.		Signature: _____ Date Accepted: _____		

3003 S. BOYD DR. - CARLSBAD, NM 88220 - PHONE (575) 885-8838 - FAX (575) 887-0896

SERVING CHAVES, EDDY AND LEA COUNTIES
Website - www.ciconstructors.com

City Council

Page 152 of 336

Roswell, NM

SPONSORS BUDGET ANALYSIS

****CHANGE ORDER 3****

LOCATION: Roswell Air Center

NMDOT PROJECT NUMBER: ROW-24-01

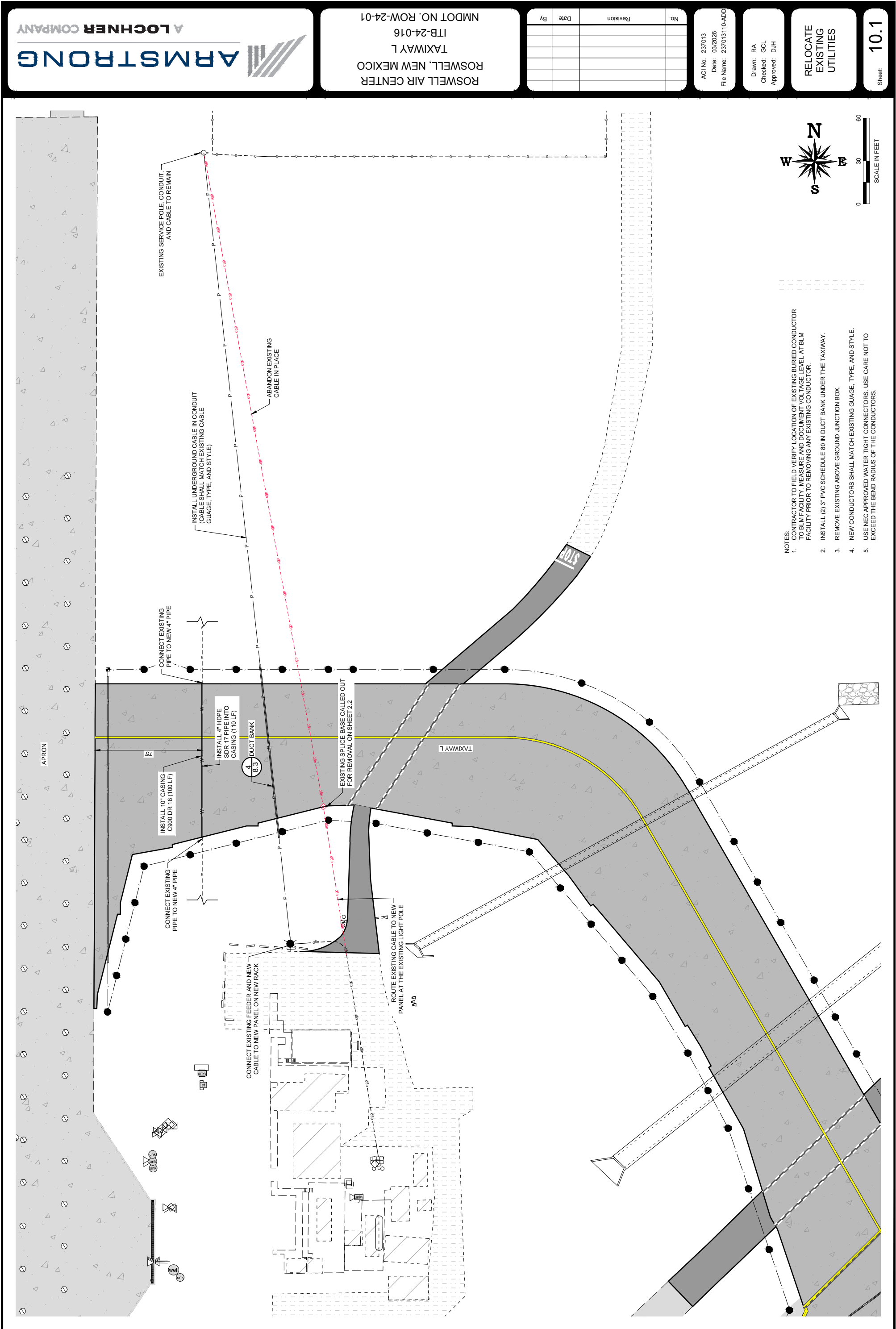
PROJECT TITLE: BLM Taxiway L

SCHEDULE I & II – BLM Taxiway L	
ELECTRICAL LINE RELOCATION	\$109,721.00
NMGRT (8.2708%)	\$9,074.80
WATERLINE REPLACEMENT	\$15,100.00
NMGRT (8.2708%)	\$1,248.89
TOTAL	\$135,144.69

TOTAL COSTS: \$135,144.69

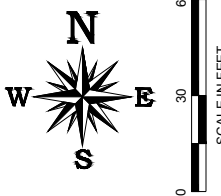
STATE share (100.0%): \$135,144.69

I:\ARM\LEGACY\New Mexico\Roswell\Project Files\Active Projects\Roswell BLM Taxiway L\CAD\dwg\237013110-ADD.dwg 3/11/2026 9:56:35 AM JFRANKLIN



NOTES:

1. CONTRACTOR TO FIELD VERIFY LOCATION OF EXISTING BURIED CONDUCTOR TO BLM FACILITY. MEASURE AND DOCUMENT VOLTAGE LEVEL AT BLM FACILITY PRIOR TO REMOVING ANY EXISTING CONDUCTOR.
2. INSTALL (2) 3" PVC SCHEDULE 80 IN DUCT BANK UNDER THE TAXIWAY.
3. REMOVE EXISTING ABOVE GROUND JUNCTION BOX.
4. NEW CONDUCTORS SHALL MATCH EXISTING GAUGE, TYPE, AND STYLE.
5. USE NEC APPROVED WATER TIGHT CONNECTORS. USE CARE NOT TO EXCEED THE BEND RADIUS OF THE CONDUCTORS.



No.	Revision	Date	By

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

16.

Meeting Date: 04/09/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of a budget adjustment in the amount of \$714,316.51 to purchase equipment needed for the Water Maintenance Construction Crew from the Water Enterprise Fund cash reserves.
(Gass/Valadez)

BACKGROUND:

Initiated By: Andrew Valadez

This purchase is intended to equip a 9-person construction crew to perform in-house replacement of aging waterline infrastructure. This will enable the City to save on contractor costs by insourcing replacement projects.

This purchase will include the following:

- QTY 1 2026 Cat Loader
- QTY 2 Sykes Pumps
- QTY 2 Backhoes
- QTY 1 Hydra-Stop Valve Insertion Equipment

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: Cash Reserves

Expenses: 53004354-817505 (Capital Outlay - Equipment) - \$714,316.51

LEGAL REVIEW:

Not applicable for this item

BOARD AND COMMITTEE ACTION:

Infrastructure Committee on 3/16/2026 voted (5-0) to recommend this purchase and budget adjustment to the Finance Committee. The Finance Committee recommended approval 5-0 at its meeting on April 2, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Crew Cab Pickup Quote
Dump Truck Quote
Utility Bed Pickup Quote

SINCE 1952



FLEET

February 9, 2026

City of Roswell – Water Department

New Mexico State Price Agreement: 40-00000-24-00068

Item #15 – Pickup ¾ ton, Gas Powered, Crew Cab, 4WD

2026 Chevrolet Silverado 2500, Short Bed, Crew Cab, 4WD, White

Base Price	\$54,995.00
Less 3% Discount per Contract	(\$5,649.00)
Options – 6.6L V8 Engine	INCL
Z71 Off Road Package	\$525.00
Upfitter Switch Kit	\$150.00
WT Convenience Package	\$785.00
Trailer Brake Controller	INCL
Black Running Boards	\$750.00
Window Tint	\$425.00
Grill Guard	\$1,560.00
Total Options	\$4,195.00
Less 2% Discount on Options per Contract	(\$84.00)
Total	\$53,457.00

Karen Sluga

Melloy Auto Group

Fleet/Government Sales

karen@melloyfleet.com

(505)866-3180

Please make PO to:

Melloy Chevrolet

377 Emilio Lopez Rd

Los Lunas, NM 87031

ROBERTS

TRUCK CENTER

Prepared By **John Lightner**

Mobile: (206)565-6553

Email: john.lightner@robertstruck.com

2026 INTERNATIONAL MV607 SBA 4X2

Comment:

Vehicle Details

Year	2026
Make	INTERNATIONAL
Model	MV607 SBA 4X2
Body Style	Dump
VIN	1HTEUMML3TS216460
Color	WHITE
Wheelbase	152"
Exhaust	Horizontal
Odometer	747
Brake System	Drum
GVWR	19500
Rear Tires	22.5
Rear Wheels	All Steel

Sleeper

Cab Configuration Daycab

Engine

Engine	Cummins
Engine Model	B6.7
HP	300
Engine Hours	0

Transmission

Transmission	6 Spd
Transmission Model	2500 RDS

Axle Information

FA	Meritor
FA Model	MFS-11-122A
FA Weight	11,000
RA Front	Meritor
RA Front Model	MS-21-14X-4DCR 21K
RA Weight	21,000
Ratio	5.57

Suspension

Rear Suspension Spring

Fuel Tank

Left Fuel Tank	70
Fuel Type	Diesel

Stock# 180595



\$129,950.00

Crew Cab. 4 Door Utility Bed.

SINCE 1952



FLEET

February 24, 2026

City of Roswell – Water Department

New Mexico State Price Agreement: 40-00000-24-00068

Item #15 – ¾ Ton Regular Cab, 2WD, ICE

2026 Ford F250 XL Crew Cab, 4WD, 8' Bed, White

Base Price	\$55,995.00
Less 2% Discount per Contract	(\$4,021.00)
Factory Options – Cloth 40/20/40 Split Bench Seat	\$315.00
All Terrain Tires	\$165.00
Upfitter Switches	\$250.00
Bed Delete	(\$625.00)
Trailer Tow Package	INCL
Trailer Brake Controller	\$300.00
Platform Running Boards	\$445.00
Spare Tire, Wheel, Carrier & Jack	\$295.00
Window Tint	\$425.00
Utility Body/Receiver Hitch/Camera	\$12,915.00
Total Options	\$14,485.00
Less 2% Discount on Factory Options per Contract	(\$290.00)
Total	\$66,169.00
Quantity	x3
Total	\$198,507.00

for 1 truck

*Available to order upon receipt of purchase order.

Karen Sluga

Melloy Auto Group

Melloy Ford

499 Emilio Lopez Rd

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

17.

Meeting Date: 04/09/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of a budget adjustment and approval to issue a purchase order through Sourcewell Contract #101221-VAC to Vac-Con, Inc., in the amount of \$580,527.77 from the Wastewater Enterprise cash reserves. (Gass/Steward)

BACKGROUND:

Initiated by: Naomi Steward

The Wastewater Collection Division is requesting replacement of the existing 2015 Vactor Unit 356, which is approximately 11 years old and has required increasing maintenance and repair costs over time. This equipment is critical for maintaining the City's sewer collection system, including cleaning sewer lines, responding to blockages, and supporting overall system operations. Replacement of this unit will improve reliability, reduce maintenance costs, and ensure continued service delivery.

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: Cash Reserves

Expenses: 53014355-817505 (Capital Outlay - Equipment)

LEGAL REVIEW:

Not required at this time.

BOARD AND COMMITTEE ACTION:

The Infrastructure Committee on 3/16/2026 voted (5-0) to recommend this purchase and budget adjustment to the Finance Committee. The Finance Committee recommended approval 5-0 at its meeting on April 2, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Quote Vehicle Equipment
Vac-Con, Inc. Contract Extension



SINGLE ENGINE COMBINATION JET/VACUUM SEWER CLEANER
SOURCEWELL CONTRACT: 101221-VAC
CUSTOMER: Roswell, NM
SHIPPING: Heil of Texas - El Paso

DATE: 02/27/2026
QUOTE: 113904

V310N/1000	
Sourcewell Discount	
10-Yard Debris Tank	
1000 Gallons Cross-Linked Polyethylene Water Tanks	
Freightliner 114SD Plus 4x2 43000GVWR ISL370 3000RDS	
Body mounting on Chassis	
10' Aluminum Telescoping Boom with Pendant Control Station	
PRO Reel (Precision Reel Operation) Articulating to driver's and curb side (800 x 1" Capacity) Includes 12VDC Auxiliary hydraulic pump. Transfer case selection required for Dual Engine builds. Single Eng units with PRO Reel	
800' x 1" 3000 psi - Jet Rodder Hose - (non-continuous)	
60/3000, FMC STANDARD OFFERING	
1/4" Corten Steel Debris Tank	
Flat Style Rear Door with hydraulic door locks - Including open/close	
60" Dump Height	
Rear Bumper - Does Not Include Tow Hooks	
Front Tow Hooks	
Hinge type / Body Prop Permanently mount debris body prop	
Debris Body Flushout - 8 Jet	
Automatic Vacuum Breaker with Float Arm Assembly/Level Indicator and overflow protection	
Behind Cab Boom Support and Bumper Mounted Docking Station	
8" vacuum intake hose	
Two (2) Emergency Stop Button Locations: Operator Station and Mid-Body	
Water Pump Remote Oil Drain - Quick disconnects	
Water Tank Drain - 1/4 Turn Ball Valve	
Heavy Duty Manual Hose Rewind Guide with Dual Aluminum Rollers	
Hose guide (Tiger Tail)	
Storage Box Behind Cab 16" x42" x 96"	
1) each Sanitary and Penetrator Nozzles	
20.5' aluminum intake pipe(1-3', 1-5', 1-6', and 1-6.5' nozzle)	
LED/ICC lighting	
5# Fire Extinguisher - In Cab	
Set of Triangles	
12 month standard warranty	
5 year debris tank warranty	
10 year water tank warranty	
Rear splash guard (2 - 10 O'clock) - tank mounted	
Stainless Steel Ball on Debris Body Level Indicator	
50' Capacity Retractable Hand Gun Hose Reel	
Air Purge System	



CONTRACT EXTENSION

Contract Number: 101221-VAC

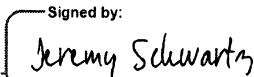
Sourcewell	and	Vac-Con, Inc.
202 12th Street Northeast		969 Hall Park Rd
P.O. Box 219		
Staples, MN 56479		Green Cove Springs, Florida 32043-4935
(Sourcewell)		(Vendor)

have entered into Contract Number: 101221-VAC
for the procurement of: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment
with Related Accessories and Supplies

The Contract has an expiration date of 2025-11-29 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-11-29 . All other terms and conditions of the Contract remain in full force and effect.

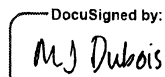
Sourcewell

Signed by:

C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

2/7/2025 | 4:16 PM CST
Date

DocuSigned by:

C65CBA257A53411...
Authorized Signature

MJ Dubois
Name

SOLE MEMBER
Title

2/10/2025 | 6:28 AM PST
Date

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

18.

Meeting Date: 04/09/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of a budget adjustment and approval to issue a purchase order to Wagner Equipment Co. under Sourcewell Contract #011723-CAT, in the amount of \$202,041.27, for the purchase of a Caterpillar 920 wheel loader from the Wastewater Enterprise cash reserves. (Gass/Steward)

BACKGROUND:

Initiated by : Naomi Steward

This purchase is intended to replace a Case loader that was lost during the October flood, pending FEMA reimbursement. The loader is critical equipment for biosolids processing operations, including handling materials at drying beds and sludge piles. Replacement of this equipment is necessary to maintain operations, meet regulatory requirements for Class A sludge production, and ensure continued compliance with environmental standards. The proposed purchase includes a new Caterpillar 920 wheel loader and associated maintenance agreement to support long-term reliability and reduce downtime.

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: Cash Reserves

Expenses: 53014355-817505 (Capital Outlay - Equipment) \$202,041.27

LEGAL REVIEW:

Not required at this time.

BOARD AND COMMITTEE ACTION:

The Infrastructure Committee on 03/16/2026 voted (5-0) to recommend this purchase and budget adjustment to the Finance Committee. The Finance Committee recommended approval 5-0 at its meeting on April 2, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Cat Wagner Front End Loader Quote for sludge piles
SourceWell Contract CAT



SALES AGREEMENT

DATE

Feb 26, 2026

QUOTE#

302857

Aurora, Colorado, Albuquerque, New Mexico, El Paso, Texas

PURCHASER		CITY OF ROSWELL	
STREET ADDRESS		PO BOX 1838	
S O L D	CITY/STATE	COUNTY	CHAVES NM
D	POSTAL CODE	PHONE NO.	575 624 6700
T O	EQUIPMENT	PHONE NO.	575-420-3210
C	CUSTOMER CONTACT:	EMAIL	d.delacerda@roswell-nm.gov
	PRODUCT SUPPORT	PHONE NO.	575-420-3210
INDUSTRY CODE:		PRINCIPAL WORK CODE:	
Ownership Customer #	10528	Invoice Customer #	
Sales Tax Exemption # (if applicable)		Customer PO Number	Ship Via
CRS 01-405926-0			Hobbs
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)			
NET PAYMENT ON RECEIPT OF INVOICE ☒		NET ON DELIVERY ☐	
FINANCIAL SERVICES ☐		CSC ☐ LEASE ☐	
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	0.00
CONTRACT INTEREST RATE	0.00	NOTES:	
PAYMENT PERIOD		PAYMENT AMOUNT	0.00
NUMBER OF PAYMENTS	0	OPTIONAL BUY-OUT	
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR		MODEL: 920	YEAR: 2026
STOCK NUMBER: NEW		SERIAL NUMBER: NEW	SMU: 0
920 14A WHEEL LOADER		SECURITY SYSTEM, NONE	PLATE, LICENSE
LIGHTS, ROADING, RH DIP, LED		PRODUCT LINK, CELLULAR PLE643	GUARD, REAR DOOR
FAN, REVERSING		TIRES, 20.5-25, GY, SGL 12 PR	GUARD, REAR LIGHTS
STANDARD WEATHER PACKAGE		FENDERS, STANDARD, 20.5 TIRES	PACK - BUCKET GROUP (WHL)
ENGINE, C3.6, STAGE V		CTWT STANDARD, 2612 LBS	BUCKET-GP, 2.3 YD3, PO, BOCE
POWERTRAIN, HI RIMPULL, 25MPH		HYDRAULIC OIL, STANDARD	
PIN ON, 3V/4V		INSTRUCTIONS, ANSI	
HYDRAULICS, 3V, STD LIFT		SERIALIZED TECHNICAL MEDIA KIT	
STEERING, STANDARD		ALARM, BACK-UP	
NO RIDE CONTROL		LIGHTS, STD, LED	
CAB, DELUXE, SINGLE BRAKE		BEACON, MAGNET, LED, AMBER	
CAMERA, REAR VIEW		STANDARD RADIO (12V)	
SEAT, DELUXE		GUARD, POWERTRAIN	
SEAT BELT, RETRACTABLE 2"		GUARD, DRIVE SHAFT	
AIR CONDITIONING, R134A REF		GUARD, CRANKCASE	
TRADE-IN EQUIPMENT			
MODEL:	YEAR:	SN:	SELL PRICE
PAYOUT TO:	AMOUNT:	PAID BY:	SUBTOTAL
MODEL:	YEAR:	SN:	TOTAL
PAYOUT TO:	AMOUNT:	PAID BY:	
MODEL:	YEAR:	SN:	
PAYOUT TO:	AMOUNT:	PAID BY:	
MODEL:	YEAR:	SN:	
PAYOUT TO:	AMOUNT:	PAID BY:	
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			
☒ CATERPILLAR EQUIPMENT WARRANTY & COVERAGE		INITIAL	☐ USED EQUIPMENT COVERAGE
The customer acknowledges that he has received a copy of the Wagner Equipment Co./Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.		All used equipment is sold <u>as is</u> , with all faults. EXCEPT FOR THE FOLLOWING LIMITED WARRANTY SET FORTH HERE, IF ANY, WAGNER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE. WAGNER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Customer acknowledges that it is required to fully examine the used equipment and hereby assumes the risks of any defects which examination ought to reveal.	
Warranty applicable including expiration date where necessary:		Warranty applicable:	
12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 6 months)			
920-48 MO/3000 HR POWERTRAIN + HYDRAULICS			
☐ ALLIED WARRANTY & COVERAGE		SIGNATURE	
Preventative Maintenance:			
NOTES: List Price:\$228,235.70			
Sourcewell 24% Discount: ...\$173,459.13			
Pre Delivery Insp/Freight...\$6,900.00			
Warranty.....\$2,900.00			
Total.....\$183,259.13			

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

WAGNER EQUIPMENT CO.

PURCHASER

ORDER RECEIVED BY

Oliver, Timothy

DATE APPROVED AND ACCEPTED ON

REPRESENTATIVE

CITY OF ROSWELL

PURCHASER

BY

SIGNATURE

City Council

Page 164 of 336

Roswell, NM

TITLE



Equipment Management Solutions
Customer Value Agreement (CVA)
Quote # 189079.1

Quote Issued Date: 02/25/26

Customer	Customer #	Model	Serial #	Equip. #	Terms	Involvement	Term Hrs
CITY OF ROSWELL	10528	920	0SL402687		OPEN LIMIT	Do it for me	4000 Hours

Customer Quote Contact Name	Phone	Email
Danny De la Cerda	575-420-3210	Oliver_Timothy@wagnerequipment.com

Equipment Point of Contact	Phone	Email

Quote Owner	Wagner Rep	Home Branch	Contract Start Date	Contract End Date	Contract Start Hours	Contract End Hours	Avg Hours/Year
Oliver, Timothy	Oliver, Timothy	Hobbs	02/25/2026	10/25/2029	0	4000	1100

Quoted as Upfront Payment

Services and Programs included in this PM CVA

Quantity	Service Description	Avg Cost Per Each Service	Total
(8)	PM 250 Follow OMM Guide	\$335.56	\$2,684.48
(1)	PM 500 INI	\$1,897.55	\$1,897.55
(3)	PM 500	\$1,371.19	\$4,113.56
(1)	PM 1000	\$1,897.55	\$1,897.55
(2)	PM 2000	\$2,311.68	\$4,623.36
(1)	PM 3000	\$3,565.64	\$3,565.64
		Grand Total:	\$18,782.14

\$/Hour: \$4.70

Total Visits: (16) ----- Total Services: 16

Zone charge billed per visit: \$206.00

Contract terminates on hours or date whichever comes first.



Equipment Management Solutions
Customer Value Agreement (CVA)
Quote # 189079.1

Quote Issued Date: 02/25/26

Dealer Responsibilities:

Caterpillar and Other OEMs for Which Wagner Equipment Co. is a Manufacturer's Representative:

Provide all labor, parts, and oil per the manufacturer's specifications for the services listed in this CVA Schedule.

Other OEMs:

Provide all labor, parts, and oil needed to perform a Preventive Maintenance service for the intervals listed in this CVA Schedule. Checks and services requiring OEM-specific tooling or documentation are excluded. Customer is responsible for providing the manufacturer's maintenance schedule, instructions, and parts list.

All services include disposal of used oil and filters. Inspection reports will be available to the customer via the VisionLink app or by email.

Customer Responsibilities:

- Complete all maintenance items not specified in this CVA Schedule, including "WHEN REQUIRED" items such as air filters and makeup oil, 10-hours (daily), 50-hours (weekly), and 100-hours (biweekly) checks and services.
- Provide a safe location for equipment servicing with reasonable isolation from site operations or other hazards.
- Provide any site-specific or company-specific task or safety training required by corporate policy, site owner, or site owner's representative.
- Ensure equipment is clean, specifically in areas requiring inspection. Scheduled checks may be excluded if target area is obstructed.
- Communicate equipment hour meter reading (SMU) to Wagner CVA Department at least weekly. Telematics/Product Link preferred. Customer responsible for functionality and accuracy of telematics reporting.
- Signed Agreed Digital Authorization required.

Wagner CVA Department Email: cvasolutions@wagnerequipment.com

Pricing and Agreement Terms:

Pricing does not include overtime, taxes, surcharges, or environmental fees. Pricing is subject to change based on manufacturer changes to cost and availability. Agreement terminates on reaching the stated hours or the specified date, whichever occurs first. Failure to submit the required SMU readings may result in early termination of the CVA. Either party may cancel this agreement with 30 days' written notice. Early termination of cost-per-hour agreements will require reconciliation based on actual service work performed at Wagner Equipment Co. revenue rates.

Available to construction industry customers. Machines must be enrolled in a labor-inclusive service agreement, enrolled after July 21, 2025. Forty-eight-hour clock begins when Wagner Equipment Co. receives call for service (excluding non-business days). The standard repair hours for a particular failure must be less than 48 hours. Delays due to customer approval processes will extend the 48-hour commitment. Credits subject to review by Wagner Equipment Co. prior to issuance.

Quoted pricing is valid for 60 days.

By entering into this CVA, both **Dealer** and **Customer** acknowledge they have read and understood the responsibilities and terms laid out above and agree to fulfill their respective obligations.

Customer Signature: _____

Date: _____

Customer Printed Name: _____

Sales Rep Signature: _____

Date: _____

Sales Rep Printed Name: _____

TERMS AND CONDITIONS (COLORADO, NEW MEXICO OR TEXAS)

1. Pricing is subject to change based on manufacturer changes to cost and availability.

2. METHODS OF ACCEPTANCE and TERMS OF AGREEMENT: This Machine Sales Order ("MSO") is an offer for the sale of the equipment and attachments described on the face hereof (referred to herein generally as "equipment" and "goods" interchangeably) to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this MSO by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parts authorizing WAGNER to take action to fulfill this order, or (3) the commencement of manufacture or shipment of the goods or services specified in this Order, whichever of the foregoing first occurs. Acceptance of this offer is limited to the express terms stated in this Order. Any proposal in Buyer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms or any attempt by Customer to vary in any degree any of the terms of this offer is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, but shall be deemed a material alteration of this Order and this offer shall be deemed accepted by Seller without said additional or different terms. Once accepted, this Order shall constitute the entire agreement between WAGNER and Customer. WAGNER is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this agreement or contained in a separate writing supplementing this agreement and signed by authorized agents of both WAGNER and Customer.

3. TIME OF DELIVERY and SHIPPING: Orders for equipment are processed in the order of their acceptance by WAGNER and WAGNER will use its reasonable efforts to deliver the equipment to You on the scheduled delivery date on the face hereof. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WAGNER's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelating factors. WAGNER is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of this order to the contrary. You are responsible for all freight, shipping, loading and unloading costs.

4. To secure Customer's obligations under this agreement and to secure all of Customer's present or future debts, obligations or liabilities of whatever nature to WAGNER, Customer grants to WAGNER a security interest in the goods described on the reverse side hereof, together with any attachments or accessions thereto and proceeds from the sale or lease thereof. Customer agrees to deliver to WAGNER, properly executed, any certificate of title or other document or instrument required by WAGNER to protect WAGNER's security interest as created in this paragraph. Customer also authorizes WAGNER to file financing statement(s) with respect to the security interest granted herein. Customer grants Wagner Equipment the right to assign Wagner Equipment's security interest in the goods to any other entity or person, at any time Wagner Equipment so chooses.

5. Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WAGNER's responsibility for shipment ceases upon delivery of the goods to a transportation company. Customer shall carry such fire and other insurance as necessary to protect its interest and the interest of WAGNER. Any claim by Customer for shortage in shipment shall be made within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach. The shortage in shipment notice must be in writing within fifteen (15) days and further, shortage in shipment is not deemed to constitute a nonconformity

6. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within ten (10) days after delivery of the goods. It is agreed that in the event of rejection, Customer may in no event resell the goods, even in the absence of instructions from WAGNER, and Customer will store the goods or reship the goods to WAGNER. Should Customer sell the goods, such sale shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this agreement, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. No right or interest in this agreement shall be assigned by Customer without the written permission of WAGNER, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WAGNER. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. WAGNER shall have all rights and remedies provided in the Uniform Commercial Code and in any other document executed in connection with this agreement. Customer agrees to pay all costs incurred by WAGNER in enforcing this agreement or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced. In the event the goods are reclaimed, Customer agrees that WAGNER may bid on the goods and that a commercially reasonable price for said reclaimed goods, a public sale, may be determined by WAGNER based upon current national auction values, market trends relating to supply and demand, and related factor, for goods of similar type and condition.

9. CANCELLATION/TERMINATION: This Order may be canceled by Customer only with WAGNER's written consent and then only upon such terms as will protect Seller from any loss. This Order may be cancelled by WAGNER in the event of any default by Customer or in the event Customer fails, upon WAGNER's request, to provide reasonable assurances of future performance.

10. PERMISSIBLE VARIATIONS: All goods shall be subject to the standard manufacturing and commercial variation and practices of the Manufacturer of the goods of WAGNER. In the event of shipment of non-conforming goods, WAGNER shall be given a reasonable opportunity to replace the goods with those which conform to the order.

11. FORCE MAJEURE: a) WAGNER shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services of such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WAGNER's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WAGNER from performance of its obligations hereunder.

12. VENUE: Venue for any and all disputes between the parties will be in state court located in Adams County, Colorado. Purchaser hereby expressly consents to jurisdiction in Adams County, Colorado and waives any objection based on inconvenient forum and any right to remove any legal action from the court originally acquiring jurisdiction.

WS2.702.1

INITIAL HERE _____



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("**DGS**"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software document (the "**RSP Document**") The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☐

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE ☐

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

CITY OF ROSWELL

Company

Company (Print)

Company Representative (Print)

Signature

Feb 26, 2026

Date

Caterpillar: Confidential Green

FOR DEALER USE ONLY

Company UCID

Company Representative CWS ID

Main Store Dealer Code

Dealer Representative Name

Dealer Representative CWS ID

**Solicitation Number: RFP # 011723****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 100 NE Adams Street, Peoria, IL 61629 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Heavy Construction Equipment with Related Attachments and Technology** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the percentage list discount stated in the supplier's proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required).

Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Participating Dealers with payments made to the Participating Dealers. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier's Participating Dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and Supplier's Participating Dealer or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. Intentionally Deleted.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

D. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier's Participating Dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Participating Dealer conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

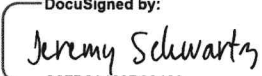
21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 5/5/2023 | 9:41 AM CDT

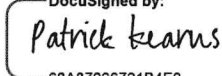
Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/24/2023 | 12:16 PM CDT

Caterpillar Inc.

DocuSigned by:

By: 68A87926721B4E0...
Patrick Kearns
Title: Vice President Sales & Marketing,
Construction Industries

Date: 5/24/2023 | 9:13 AM PDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: Caterpillar Inc
100 NE Adams St
Address: Peoria, IL 61629
Contact: Sean Egel
Email: egel_sean_j@cat.com
Phone: 309-675-1399
HST#:

Submission Details

Created On: Tuesday November 15, 2022 14:22:18
Submitted On: Tuesday January 17, 2023 16:10:22
Submitted By: Sean Egel
Email: egel_sean_j@cat.com
Transaction #: aaaa61ae-0c73-4610-8208-b80e2e0b4448
Submitter's IP Address: 192.189.129.23

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083	*
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
6	Proposer website address (or addresses):	https://www.caterpillar.com/ , https://www.cat.com/en_US.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Seau_J@Cat.Com Phone: (309) 675-1399	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary. In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc. With 2021 sales and revenues of \$51.0 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment. Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability. Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html	*
11	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT. Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract. We look forward to the opportunity to further grow business and serve member needs together in this new Heavy Construction Equipment RFP opportunity.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents. As 2022 results are yet to be released, below you can find a summary of our full year 2021 financials. In 2021 full year sales and revenues were \$51B of which, North American sales were \$22B. Operating profit was \$6.9B with a profit per share of USD \$11.83. Dividends paid per share of USD \$4.28.	*
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. Caterpillar dealers heartily embrace the other Sourcwell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcwell members. By using any Sourcwell Contract, our dealers agree to honor those discounts.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein. As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards. Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)	*
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.	*
21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint. Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.	*

23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=\$6,857,211 2021=\$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=\$0 / 2021=\$143,837 SIN 335999 Power Distribution Equipment: 2020=\$151,267.70 / 2021=\$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts. Final sales for the year 2022 have yet to be fully reported.	*
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Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Baltimore County, MD	Jamie Donahue	410-952-6981	*
Washington DC Fleet	Greg Harrelson	202-437-3799	*
Town of Scituate Mass.	Kevin Cafferty	781-545-8732	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Virginia Department of Transportation - Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcwell treat the information in this table as confidential.	Purchased 41 units.	\$12,321,972	*
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcwell treat the information in this table as confidential.	Purchased 39 units.	\$10,304,218	*
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcwell treat the information in this table as confidential.	Purchased 37 units.	\$12,176,875	*
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcwell treat the information in this table as confidential.	Purchased 28 units.	\$10,053,000	*
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcwell treat the information in this table as confidential.	Purchased 26 units.	\$6,567,420	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed. Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business. In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.
27	Dealer network or other distribution methods.	The Cat dealer network is key to the success of our company. Boasting over 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use. Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well. Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.

28	Service force.	At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience. In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running. Some of our service solutions include: -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S SM Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We serve all geographic areas and all Canoe member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Canoe through Sourcewell contract usage. We have gained momentum with our current contract 032119-CAT in Canada. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat® dealers offer Cat® factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include: 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshow we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Roadeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers. - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment. Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/
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41	Describe any technological advances that your proposed products or services offer.	Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment. Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine. Cat Payload - Precisely load targets every time for faster cycle times. Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption. Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment. Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance. Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force. Cat Tractors: Stable Blade - Produces a smoother surface finish. Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage. Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity. Autodig - consistent high bucket fill factors delivers up to 10% more productivity. Cat Off Highway Trucks: Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity just pressing a button. Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on last pass and when the truck is fully loaded. Cat Articulated Trucks: Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks 'on-the-go' when needed without assistance from operator's interaction. Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping. Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft. Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety. Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat® Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents. Cat Command - Remote control in operations where an operator could be at safety risk. Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.
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42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future. We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services. Caterpillar is engineering a brighter future through: - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations' carbon efficiency Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey. Caterpillar is fully committed to our customers' success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges. We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability please visit our full report attached in the Financial and Stability attachment section.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Plants certified with ISO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct. For example: Foley Equipment, a Cat® dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Award Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Diverse Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.
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45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents. In addition to built-in safety features, we also offer products and services that are unique in the industry. Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators. Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership. Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures. Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process. Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor-led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc. Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today. Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.	*
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options. 1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires. 2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs. The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public. Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs: - Equipment & Attachments - Parts - Service - Rebuilds Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here: https://www.cat.com/en_US/support/financing-protection.html	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcwell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcwell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 3 - 34% off of the list price depending on the product family or model.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these goods or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcwell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcwell member number on the PO and /or invoice shall be deemed sufficient.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcwell members.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcwell member's location.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcwell members' location.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcwell member requirements our dealers will be happy to discuss on a case by case basis.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting. 4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 011723.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcewell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products. Caterpillar is pleased to offer a wide variety of products for Sourcewell members. Excluding paving products, equipment and services awarded on 060122-CAT these include: - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader/Skid Steer Loader (14 models offered) - Cat Track/Wheel Hydraulic Excavators (41 models offered) - Cat Motor Graders (7 models offered) - Cat Telehandlers (8 models offered) - Cat Track Loaders (3 models offered) - Cat Track/Wheel Dozers (15 models offered) - Cat Wheel Loaders (19 models offered) - Cat Wheel Tractor Scrapers (7 models offered) - Cat Articulated Trucks (5 models offered) - Cat Rigid Frame Trucks (2 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. Services and support include: - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. - Services and support brochures can be found in the additional documents section by name of offering. For more detailed information on each of these products/offerings see the following website: https://www.cat.com/en_US.html
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
7	Motor Graders	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Wheeled and tracked excavators	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Bulldozers, compactors, scrapers, articulated and rigid haulers	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Cranes	☐ Yes ☒ No	NIA
76	Accessories or attachments for the offering in #71-75 above	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
77	Technology or services for the offering in #71-75 above	☒ Yes ☐ No	Manufactured or offered by Caterpillar. Offerings listed in applicable pricing attachment section.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	☐ Yes ☒ No	NIA

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Machine Pricing.zip - Tuesday January 17, 2023 15:29:45
 - [Financial Strength and Stability](#) - Fin Strength and Stability.zip - Tuesday January 17, 2023 10:31:16
 - [Marketing Plan](#) Samples - Marketing Plan.pdf - Tuesday January 17, 2023 14:53:49
 - WMBEIMBEISBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Combined.pdf - Monday January 16, 2023 10:36:31
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Additional Documents.zip - Tuesday January 17, 2023 16:05:29

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Egel, Sales Support Consultant, Caterpillar Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☒	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☒	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☒	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☒	1
Addendum_1_Heavy_Construction_Equipment_RFP_011723 Thu December 15 2022 09:27 AM	☒	1

SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 (“Sourcewell”) and **Caterpillar Inc.**, having its principal place of business at 5212 N. O’Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 (“Caterpillar” or “Vendor”). Sourcewell and Caterpillar may be referred to in this Agreement as a “Party” and collectively as the “Parties.”

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell’s cooperative purchasing contracts as follows:

Sourcewell Contract 011723 – CAT (Solicitation Number: 011723)

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof (“Licensed Trademarks”), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell’s Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell’s relationship with Vendor.
2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor’s Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor’s relationship with Sourcewell.

“Anti-Corruption and International Trade Laws” means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.
2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.
3. Beyond what is permitted in this Addendum, neither Party will:
 - a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;
 - b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;
 - c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or
 - d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

- A. **EFFECTIVE DATE.** This Addendum is effective upon the date of the final signature below.
- B. **TERMINATION.** Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.
1. *Termination for Convenience.* This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.
 2. *Termination for Breach.* This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.
 3. *Effect of Termination.* Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

(excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

DocuSigned by:
SOURCEWELL
 By: Jeremy Schwartz
 Name: Jeremy Schwartz
 Title: Director of Operations and Procurement
 Date: 5/24/2023 | 2:45 PM CDT

DocuSigned by:
Caterpillar
 By: Patrick Kearns
 Name: Patrick Kearns
 Title: Vice President Sales & Marketing - North America
 Date: 5/24/2023 | 12:48 PM PDT

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

19.

Meeting Date: 04/09/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of a budget adjustment and approval to issue a purchase order to Wagner Equipment Co. under Sourcewell Contract #011723-CAT, in the amount of \$150,384.00, for a Caterpillar 420 backhoe for South Park Cemetery. (Gass/Burress)

BACKGROUND:

Initiated by: Jim Burress

South Park Cemetery has been operating with its current backhoe loader for approximately seven years. In the event of unexpected equipment failure, the cemetery does not have backup equipment available, which could impact daily operations and service delivery.

The purchase of a new Caterpillar 420 backhoe will ensure continued operational efficiency, reduce downtime, and provide reliable equipment to support cemetery maintenance activities.

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: Cash Reserves

Expenses: 26024411-817505 (Capital Outlay - Equipment)

LEGAL REVIEW:

Not required at this time.

BOARD AND COMMITTEE ACTION:

The Infrastructure Committee Meeting referred this item to the Finance Committee Meeting during the Budget Review Process at the March 16, 2026, meeting. The Finance Committee recommended approval 5-0 at its meeting on April 2, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Wagner Cat quote 304143



SALES AGREEMENT

DATE Mar 23, 2026
QUOTE# 304143

Aurora, Colorado, Albuquerque, New Mexico, El Paso, Texas

PURCHASER	CITY OF ROSWELL		
STREET ADDRESS	PO BOX 1838		
CITY/STATE	ROSWELL, NM	COUNTY	CHAVES NM
POSTAL CODE	88202-1838	PHONE NO.	575 624 6700
EQUIPMENT	RUBEN ESQUIVEL	PHONE NO.	5754 624 6766
CUSTOMER CONTACT:	EMAIL		
PRODUCT SUPPORT	RUBEN ESQUIVEL	PHONE NO.	5754 624 6766
INDUSTRY CODE:	PRINCIPAL WORK CODE:		

Ownership Customer #	10528	Invoice Customer #	10528	Sales Tax Exemption # (if applicable)	CRS 01-405926-0	Customer PO Number	Ship Via
PAYMENT TERMS:				(All terms and payments are subject to Finance Company - OAC approval)			
NET PAYMENT ON RECEIPT OF INVOICE	☒	NET ON DELIVERY	☐	FINANCIAL SERVICES	☐	CSC	☐
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	0.00	CONTRACT INTEREST RATE	0.00	NOTES:	
PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS	0	OPTIONAL BUY-OUT	

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR	MODEL: 420	YEAR: 2026	NEW ☒ USED ☐
STOCK NUMBER: 550538	SERIAL NUMBER: NEW	SMU: 3	
420 07A BHL CFG2	SEAT, DLX FABRIC	RUST PREVENTATIVE APPLICATOR	
TRIM PACKAGE 3	LINE, AUX COMBO, E-STICK	PACK, DOMESTIC TRUCK	
CTWT, 1015 LBS	WORKLIGHTS (8) LED LAMPS	BUCKET-CEMETERY, 36", 8.4 FT3 TEETH	
GUARD, STABILIZER	ENG, 74.5KW, C3.6, T4F	PINS, BUCKET, BHL-F, 45MM-50MM	
PLATE GROUP, BOOM WEAR	BUCKET-GP, 1.3 YD3, PO		
STD RADIO (12V)	LOADER BUCKET PINS		
HYD, MP, 6FCN	CUTTING EDGE, TWO PIECE		
AIR CONDITIONER, S5 (T4F)	BELT, SEAT, 2" SUSPENSION		
STICK, EXT, 14'	TIRES, 12.5 80/19.5L-24, GY		
CAB, DLX	STABILIZER PADS, FLIP-OVER		
PT, 2WS, PSHF	INSTRUCTIONS, ANSI		
DISPLAY, TOUCH SCREEN	SERIALIZED TECHNICAL MEDIA KIT		
RIDE CONTROL	PRODUCT LINK, CELLULAR, PLE643		
COLD WEATHER PACKAGE, 120V	COUPLING, QD, THREADED CAPS		
AUTO-UP STABILIZERS	SHIPPING/STORAGE PROTECTION		

MODEL:	YEAR:	SN:	SELL PRICE	\$150,384.00
PAYOUT TO:	AMOUNT:	PAID BY:	PREVENTIVE MAINTENANCE	Included
MODEL:	YEAR:	SN:	SUBTOTAL	\$150,384.00
PAYOUT TO:	AMOUNT:	PAID BY:	TOTAL	\$150,384.00
MODEL:	YEAR:	SN:		
PAYOUT TO:	AMOUNT:	PAID BY:		
MODEL:	YEAR:	SN:		
PAYOUT TO:	AMOUNT:	PAID BY:		

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

☒ CATERPILLAR EQUIPMENT WARRANTY & COVERAGE	INITIAL	☐ USED EQUIPMENT COVERAGE	INITIAL
The customer acknowledges that he has received a copy of the Wagner Equipment Co./Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.		All used equipment is sold as is, with all faults. EXCEPT FOR THE FOLLOWING LIMITED WARRANTY SET FORTH HERE, IF ANY, WAGNER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE. WAGNER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Customer acknowledges that it is required to fully examine the used equipment and hereby assumes the risks of any defects which examination ought to reveal.	
Warranty applicable including expiration date where necessary: 12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 6 months)		Warranty applicable:	
420-36 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH			
☐ ALLIED WARRANTY & COVERAGE	SIGNATURE		

Preventative Maintenance: BCP National Campaign - 2 Year/1000 Hour Parts Only PM Kit

NOTES: List Price:\$192,800.00
Sourcewell 22% Discount: ...\$150,384.00
CONTRACT RFP# 011723

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

WAGNER EQUIPMENT CO.	PURCHASER
ORDER RECEIVED BY Oliver, Timothy	DATE APPROVED AND ACCEPTED ON
REPRESENTATIVE	CITY OF ROSWELL
	PURCHASER

BY SIGNATURE

City Council

Page 211 of 336

Roswell, NM

TITLE

TERMS AND CONDITIONS (COLORADO, NEW MEXICO OR TEXAS)

1. Pricing is subject to change based on manufacturer changes to cost and availability.

2. **METHODS OF ACCEPTANCE and TERMS OF AGREEMENT:** This Machine Sales Order ("MSO") is an offer for the sale of the equipment and attachments described on the face hereof (referred to herein generally as "equipment" and "goods" interchangeably) to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this MSO by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parts authorizing WAGNER to take action to fulfill this order, or (3) the commencement of manufacture or shipment of the goods or services specified in this Order, whichever of the foregoing first occurs. Acceptance of this offer is limited to the express terms stated in this Order. Any proposal in Buyer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms or any attempt by Customer to vary in any degree any of the terms of this offer is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, but shall be deemed a material alteration of this Order and this offer shall be deemed accepted by Seller without said additional or different terms. Once accepted, this Order shall constitute the entire agreement between WAGNER and Customer. WAGNER is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this agreement or contained in a separate writing supplementing this agreement and signed by authorized agents of both WAGNER and Customer.

3. **TIME OF DELIVERY and SHIPPING:** Orders for equipment are processed in the order of their acceptance by WAGNER and WAGNER will use its reasonable efforts to deliver the equipment to You on the scheduled delivery date on the face hereof. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WAGNER's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelating factors. WAGNER is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of this order to the contrary. You are responsible for all freight, shipping, loading and unloading costs.

4. To secure Customer's obligations under this agreement and to secure all of Customer's present or future debts, obligations or liabilities of whatever nature to WAGNER, Customer grants to WAGNER a security interest in the goods described on the reverse side hereof, together with any attachments or accessions thereto and proceeds from the sale or lease thereof. Customer agrees to deliver to WAGNER, properly executed, any certificate of title or other document or instrument required by WAGNER to protect WAGNER's security interest as created in this paragraph. Customer also authorizes WAGNER to file financing statement(s) with respect to the security interest granted herein. Customer grants Wagner Equipment the right to assign Wagner Equipment's security interest in the goods to any other entity or person, at any time Wagner Equipment so chooses.

5. Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WAGNER's responsibility for shipment ceases upon delivery of the goods to a transportation company. Customer shall carry such fire and other insurance as necessary to protect its interest and the interest of WAGNER. Any claim by Customer for shortage in shipment shall be made within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach. The shortage in shipment notice must be in writing within fifteen (15) days and further, shortage in shipment is not deemed to constitute a nonconformity.

6. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within ten (10) days after delivery of the goods. It is agreed that in the event of rejection, Customer may in no event resell the goods, even in the absence of instructions from WAGNER, and Customer will store the goods or reship the goods to WAGNER. Should Customer sell the goods, such sale shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this agreement, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. No right or interest in this agreement shall be assigned by Customer without the written permission of WAGNER, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WAGNER. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. WAGNER shall have all rights and remedies provided in the Uniform Commercial Code and in any other document executed in connection with this agreement. Customer agrees to pay all costs incurred by WAGNER in enforcing this agreement or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced. In the event the goods are reclaimed, Customer agrees that WAGNER may bid on the goods and that a commercially reasonable price for said reclaimed goods, a public sale, may be determined by WAGNER based upon current national auction values, market trends relating to supply and demand, and related factor, for goods of similar type and condition.

9. **CANCELLATION/TERMINATION:** This Order may be canceled by Customer only with WAGNER's written consent and then only upon such terms as will protect Seller from any loss. This Order may be cancelled by WAGNER in the event of any default by Customer or in the event Customer fails, upon WAGNER's request, to provide reasonable assurances of future performance.

10. **PERMISSIBLE VARIATIONS:** All goods shall be subject to the standard manufacturing and commercial variation and practices of the Manufacturer of the goods of WAGNER. In the event of shipment of non-conforming goods, WAGNER shall be given a reasonable opportunity to replace the goods with those which conform to the order.

11. **FORCE MAJEURE:** a) WAGNER shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services of such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WAGNER's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WAGNER from performance of its obligations hereunder.

12. **VENUE:** Venue for any and all disputes between the parties will be in state court located in Adams County, Colorado. Purchaser hereby expressly consents to jurisdiction in Adams County, Colorado and waives any objection based on inconvenient forum and any right to remove any legal action from the court originally acquiring jurisdiction.

WS2.702.1

INITIAL HERE _____

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

20.

Meeting Date: 04/09/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of a budget adjustment in the amount of \$34,990.79, and approval to purchase the replacement of two compressors on the VRV system at the Recreation Center. (Gass/Burress)

BACKGROUND:

Initiated by: Jim Burress

Replacement of the two compressors, A1 and A2, on the VRV system. This includes cleaning and flushing the refrigerant system, adding filter canisters and filters, new refrigerant, system startup, and checkout.

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: Cash Reserves

Expenses: 26154241-614002 (Maintenance & Repairs - Building)

LEGAL REVIEW:

No legal review is required at this time.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended approval 5-0 at its meeting on April 2, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Advance Airflow Proposal



Advanced Airflow Technology
1607 N. Garden Ave.
Roswell NM, 88201

Email: dfuentes@advancedairflowtechnology.com

ADVANCED AIRFLOW TECHNOLOGY

PROPOSAL

TO: Roswell Recreation and Aquatic Center
Jim Burress
1402 W. Collage Ave.
Roswell ,N.M.
88201

Project Name
VRV System 1-2

DATE
2/6/2026

Location: Roswell

DESCRIPTION:

Replace the warranty compressor.

SCOPE OF WORK:

Replacement of the two compressor A1 and A2 on VRV System 1-2. This includes cleaning and flushing the refrigerant system, adding filter canisters and filters, new refrigerant, system startup, and checkout. Attached is a detailed letter about the scope of work. Also, this includes adding 6 phase monitors and 6 surge protectors for all the VRV condenser units.

QUALIFICATIONS:

- All work is based on regular working hours from Monday through Friday excluding holidays, unless otherwise agreed herein.
- No overtime or shift differential is included in this proposal, unless otherwise agreed herein.
- Cost associated with additional mobilizations due to equipment not being ready or equipment which cannot be final tested per plans and specifications will be handled as a change order.
- One return trip to check/verify deficient items at the jobsite has been included in this quotation. Written notification that the deficiencies have been corrected is required before our return visit. If additional trips are required to retest deficiencies, the time will be billed at an hourly rate.
- The contractor shall provide a controls technician to operate any automated controls and/or furnish the software and onsite instruction on how to operate the system.
- This quotation is based on all systems being completed and properly started, in normal operating condition and all areas unoccupied at the time of testing.
- Locating / cutting out balancing dampers that are covered or hidden by insulation is not included in this proposal. All dampers should be easily accessible and function through the entire range of movement.
- The customer understands that this proposal does not include costs for Cx, duct leakage testing, job meetings, etc. unless otherwise agreed herein.



ADVANCED AIRFLOW TECHNOLOGY

Advanced Airflow Technology LLC. looks forward to assisting you in this effort so please feel free to contact us with any questions concerning this proposal:

Tax Included

Total Investment

\$34,990.79

Thank you for the opportunity to provide the above quotation for your consideration.

Accepted By (Print Name, Title)

Accepted By (Sign)

Date

Company Name:

PLEASE SIGN AND RETURN WITH YOUR PURCHASE ORDER.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

21.

Meeting Date: 04/09/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of a budget adjustment and approval to issue a purchase order to RoofCare Services through CES Contract #2026-05-G1123-ALL, in the amount of \$75,669.45, for City Hall roof renovation services for the entirety of the building's roof. (Gass/Mascarenas)

BACKGROUND:

Initiated by: Nathaniel Mascarenas

The existing TPO roofing system exhibits advanced signs of aging and weathering, including membrane brittleness, surface cracking, and seam separation. Prolonged UV exposure and loss of flexibility have compromised the integrity of the membrane, resulting in active water infiltration. Ponding water is also present in the central roof area near HVAC units, further accelerating membrane deterioration. Based on these conditions, the roofing system has reached the end of its service life and requires renovation to prevent continued water intrusion and associated damage.

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: n/a

Expenses: 11014071-817503 Capital-Outlay Buildings

LEGAL REVIEW:

Not required at this time.

BOARD AND COMMITTEE ACTION:

Presented at the Infrastructure Committee meeting and recommended for presentation to the Finance Committee. The Finance Committee recommended approval 5-0 at its meeting on April 2, 2026.

STAFF RECOMMENDATION:

Proceed as presented

Attachments

RoofCare Eval. & Proposal
CES Gordian Contract



Partnered with **BlueThread Services** 

Evaluation and Proposal

Roswell City Hall - Renovation

March 23, 2026



Proposal prepared for:

City of Roswell

ATTN: Nathaniel Mascarenas

n.mascarenas@roswell-nm.gov

575-914-1009

Jesse Sanchez

PHONE: 575-288-2068

CELL: 505-460-7696

FAX: 505-243-9987

EMAIL: jesse@roofcare.us

NM License #410534 NM GS21

Project Information

Customer:

City Hall
425 N Richardson
Roswell, NM 88201
Phone: 575-624-6700

Project Address:

City of Roswell
425 N Richardson
Roswell, NM 88201
Phone: 575-624-6700



Address Shown:



Area Outlined in Red Above

Image above provided by Google Maps®

Evaluation

Per your request, an inspection was performed at the above-mentioned property to determine the conditions of the existing roof and to develop a scope of work that will address your current needs. For the purpose of clarification photos have been included. Our findings are as follows:

Existing Roof Conditions and Comments:

- **Roof Type:** TPO
- **Square Foot:** Approx 5,623 sq. ft. including walls
- **Roof Age:** Unknown
- **Overall Roof Condition:** Failing
- **Active Leaks:** Yes

Roof Condition Summary –

The existing TPO roofing system exhibits advanced signs of aging and weathering, including membrane brittleness, surface cracking, and seam separation. Prolonged UV exposure and loss of flexibility have compromised the integrity of the membrane, resulting in active water infiltration. Ponding water is also present in the central roof area where HVAC units are located, further accelerating membrane deterioration. Based on these conditions, the roofing system has reached the end of its service life and requires repair or full replacement to prevent continued water intrusion and associated damage.

Photo Documentation:



Recommendations: -15-Year NDL Metacrylics Warranty

Scope of Work: – Roof Renovation

Project Area: Approximately 5,623 sq. ft.

1. Safety & Preparation

- Set up OSHA-compliant fall protection and safety equipment prior to the start of work.
 - Verify all work areas are secure and accessible for personnel and equipment.
 - Lift existing HVAC units to allow for proper surface preparation, before coating application, correct ponding water conditions by improving drainage
-

2. Surface Cleaning

- Thoroughly pressure wash the entire roof surface to remove dirt, debris, and contaminants.
 - Allow surface to dry completely before applying any coatings or primers.
-

3. Primer Application

- Apply **Metacrylics® TPO Primer** or **Roof & Tile Primer** at a rate of **0.3 gallons per square (SQ)** over the entire roof area.
 - Allow **4–12 hours** for primer to cure before proceeding.
-

4. Penetration Detailing

- Perform **3-course penetration detail** in accordance with **Metacrylics® Penetration Detail Instructions**.
 - Ensure all roof penetrations, seams, and transitions are properly reinforced.
-

5. Base Coat & Fabric Application

- Apply **Metacrylics® Clear Acrylic Base** at a rate of **2 gallons/SQ** over the entire roof.
 - While coating is still wet, **embed Polyester Fabric** using a brush or broom to ensure full adhesion.
 - Immediately apply an additional **2 gallons/SQ** of **Metacrylics® Clear Acrylic Base** to fully saturate and encapsulate the fabric.
 - Allow **24–48 hours** to cure.
-

6. Reflective Finish Coat

- Apply **Metacrylics® Acrylic White** at a total rate of **4 gallons/SQ**, applied in **two coats of 2 gallons/SQ each**.
 - Extend coating over **parapet walls, flashing, HVAC ducting**, and any other roof-mounted structures.
 - Allow at least **24 hours** curing time between coats.
-

7. Cleanup

- Remove all debris, waste materials, and unused products from the work area.
- Leave the roof clean and free of obstructions upon completion.

Investment: - 15 Year Renovation System

Cost	\$ 68,051.67
2.7% bond fee	\$ 1,837.40
NMGRT @8.2708% (updated July-June.2026 NMGRT rates)	\$ 5,780.38
<u>TOTAL</u>	<u>\$ 75,669.45</u>
Warranty: 15 Year. Manufacturers No Dollar Limit Warranty 2-Year Contractor Workmanship	

City of Roswell may utilize RoofCARE's CES contract #2026-05-G1123-ALL

Please note that **CES is no longer processing purchase orders without a valid Gordian/detailed quote.**



2 Year Contractor SmartCARE Maintenance Service on entire building roof

- Inspect the existing roof for any deficiencies or corrective repairs.
- Provide a report of any deficiencies or corrective repairs that need to be made.
- Provide basic cleaning of the roof by cleaning scupper and drain locations.
- Maintain existing manufacture and contractor warranties.

Payment Terms:

- **40%** due prior to mobilization 2 in progress billings anticipated
- Remainder due upon completion
- Pricing valid for **60 days**.

Thank You,

Jesse Sanchez

Jesse Sanchez

Date 03/23/2026

NA

Client Approval – *Print*

Option Selected

Client Approval - *Sign*

Date

Standard Exclusions:

1. Any items not specifically included in the scope(s) of work above are excluded from this proposal.
2. Permits are excluded from this proposal. If a permit is required for this project the cost for the permit will be added to the contract amount by a change order.
3. If, after the time of bidding, or during the performance of the contract, the price of the material significantly increases, through no fault of the contractor, the price shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases.
4. Standing water on the existing roof. Standing water on the existing roof may not be corrected by installing the above roof system. Some standing water may occur on the roof area after installation of this roof system
5. Any/All damage to Any/All HVAC equipment is excluded.
6. Any/All cost to raise, disconnect, re-connect any roof top located equipment is excluded
7. Any/All damage to any electrical conduit running across the roof or mounted to the walls is excluded.
8. Any/All cost to raise, disconnect, re-connect any electrical conduit is excluded.
9. All removal or re-alignment of any satellite dishes located on top of the roof is excluded.
10. We were not permitted to perform any destructive testing to accurately determine the makeup of the current roofing system(s). All pricing included in this proposal are of a "rough estimate" nature and not a firm price quote. We must be given the opportunity to determine the exact makeup of the existing roofing system(s) before a firm price for any roof repairs can be given.



Job Order Contract

Price Proposal Summary - CSI

Date: February 11, 2026
Contract Number: 2026-05-G1123-ALL
Job Order Number: 260205-10.00
Job Order Title: Roswell City Hall Renovation
Contractor: Roof Care
Proposal Value: \$75,669.45
Proposal Name: Roswell City Hall Renovation
Detailed Scope: Existing Roof Conditions and Comments:

- Roof Type: TPO
- Square Foot: Approx 5,623 sq. ft. including walls
- Roof Age: Unknown
- Overall Roof Condition: Failing
- Active Leaks: Yes

Roof Condition Summary –

The existing TPO roofing system exhibits advanced signs of aging and weathering, including membrane brittleness, surface cracking, and seam separation. Prolonged UV exposure and loss of flexibility have compromised the integrity of the membrane, resulting in active water infiltration. Ponding water is also present in the central roof area where HVAC units are located, further accelerating membrane deterioration. Based on these conditions, the roofing system has reached the end of its service life and requires repair or full replacement to prevent continued water intrusion and associated damage.

Recommendations: -15-Year NDL Metacrylics Warranty

Scope of Work: – Roof Renovation

Project Area: Approximately 5,623 sq. ft.

1. Safety & Preparation

- Set up OSHA-compliant fall protection and safety equipment prior to the start of work.
- Verify all work areas are secure and accessible for personnel and equipment.
- Lift existing HVAC units to allow for proper surface preparation, before coating application, correct ponding water conditions by improving drainage

2. Surface Cleaning

- Thoroughly pressure wash the entire roof surface to remove dirt, debris, and contaminants.
- Allow surface to dry completely before applying any coatings or primers.

3. Primer Application

- Apply Metacrylics® TPO Primer or Roof & Tile Primer at a rate of 0.3 gallons per square (SQ) over the entire roof area.
- Allow 4–12 hours for primer to cure before proceeding.

4. Penetration Detailing

- Perform 3-course penetration detail in accordance with Metacrylics® Penetration Detail Instructions.
- Ensure all roof penetrations, seams, and transitions are properly reinforced.

5. Base Coat & Fabric Application

- Apply Metacrylics® Clear Acrylic Base at a rate of 2 gallons/SQ over the entire roof.
- While coating is still wet, embed Polyester Fabric using a brush or broom to ensure full adhesion.

Price Proposal Summary - CSI Continues..

Job Order Number: 260205-10.00
Job Order Title: Roswell City Hall Renovation

- Immediately apply an additional 2 gallons/SQ of Metacrylics® Clear Acrylic Base to fully saturate and encapsulate the fabric.
- Allow 24–48 hours to cure.

6. Reflective Finish Coat

- Apply Metacrylics® Acrylic White at a total rate of 4 gallons/SQ, applied in two coats of 2 gallons/SQ each.
- Extend coating over parapet walls, flashing, HVAC ducting, and any other roof-mounted structures.
- Allow at least 24 hours curing time between coats.

7. Cleanup

- Remove all debris, waste materials, and unused products from the work area.
- Leave the roof clean and free of obstructions upon completion.

Warranty:

15 Year. Manufacturers No Dollar Limit Warranty

2-Year Contractor Workmanship

2 Year Contractor SmartCARE Maintenance Service on entire building roof

- Inspect the existing roof for any deficiencies or corrective repairs.
- Provide a report of any deficiencies or corrective repairs that need to be made.
- Provide basic cleaning of the roof by cleaning scupper and drain locations.
- Maintain existing manufacture and contractor warranties.

Payment Terms:

- 40% due prior to mobilization 2 in progress billings anticipated
- Remainder due upon completion
- Pricing valid for 30 days.

Category - 01 - General Requirements:	\$8,485.82
Category - 07 - Thermal & Moisture Protection:	\$67,183.63
Proposal Total	\$75,669.45

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Job Order Contract

Price Proposal Detail - CSI

Date: February 11, 2026
Contract Number: 2026-05-G1123-ALL
Job Order Number: 260205-10.00
Job Order Title: Roswell City Hall Renovation
Contractor: Roof Care
Proposal Value: \$75,669.45
Proposal Name: Roswell City Hall Renovation
Adjustment Factor(s) Used: 1.0000-No Adjustment, 1.7500-3. OTNWH in excess of \$60k (State)

Rec#	CSI Number	Mod.	UOM	Description	Line Total
------	------------	------	-----	-------------	------------

CSI - 01 - General Requirements

1	01 22 16 00 0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.			-617.43
			Quantity	Unit Price	Factor	Total
		Installation	-617.43	x	\$1.00 x 1.0000 =	\$-617.43
		User Note: Discount to customer				
2	01 22 16 00 0004	EA	New Mexico Gross Receipts Tax – Varies by County			\$5,780.56
			Quantity	Unit Price	Factor	Total
		Installation	5,780.56	x	\$1.00 x 1.0000 =	\$5,780.56
		User Note: Tax rate at 8.2708% = \$5,780.56				
3	01 22 16 00 0007	EA	Payment And Performance BondBonding will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Bonding cost. A copy of the receipt, invoice, or proof of payment shall be submitted with the Price Proposal.			\$1,837.39
			Quantity	Unit Price	Factor	Total
		Installation	1,837.39	x	\$1.00 x 1.0000 =	\$1,837.39
		User Note: Bond at 2.7%				
4	01 22 23 00 0900	DAY	3,500 PSI Pressure Washer With Full-Time Operator			\$1,485.30
			Quantity	Unit Price	Factor	Total
		Installation	2.00	x	\$424.37 x 1.7500 =	\$1,485.30

Subtotal for CSI - 01 - General Requirements: \$8,485.82

CSI - 07 - Thermal & Moisture Protection

5	07 51 13 00 0143	SQ	100% Stitchbonded, Polyester Fabric (Tremco PERMAFAB)			\$13,721.61
			Quantity	Unit Price	Factor	Total
		Installation	114.00	x	\$68.78 x 1.7500 =	\$13,721.61
6	07 54 23 00 0009	SQ	Acrylic, Thermoplastic Polyolefin (TPO) Roofing Primer, Price Per Coat			\$15,080.21
			Quantity	Unit Price	Factor	Total
		Installation	114.00	x	\$75.59 x 1.7500 =	\$15,080.21
		User Note: 2 Primer Coat.				
7	07 54 23 00 0010	SQ	Acrylic Elastomeric, Surface Or Base Coating For Thermoplastic Polyolefin (TPO) Roofing, Price Per Coat55% solids by volume.			\$38,381.81
			Quantity	Unit Price	Factor	Total
		Installation	342.00	x	\$64.13 x 1.7500 =	\$38,381.81
		User Note: 4 Surface Coats & 4 Base Coats				

Subtotal for CSI - 07 - Thermal & Moisture Protection: \$67,183.63

Proposal Total \$75,669.45

Price Proposal Detail - CSI Continues..

Job Order Number: 260205-10.00
Job Order Title: Roswell City Hall Renovation

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

22.

Meeting Date: 04/09/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Ordinance 26-03: Authorize to advertise for a public hearing. Ordinance 26-03: An Ordinance amending the updated Fire Code references within Chapter 13 of the City Ordinance (Cavin/Olive).

BACKGROUND:

Initiated by: Jared Olive

New 2024 Fire Code adoption. Necessary for the Fire Department ISO rating and State requirements.

FINANCIAL CONSIDERATION

No notable impact.

LEGAL REVIEW:

City Attorney has reviewed the Ordinance.

BOARD AND COMMITTEE ACTION:

Public Safety recommended approval 4-0 to send to the Legal Committee at its February 17, 2026, meeting. The Legal Committee recommended approval 5-0 at its meeting on March 26, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Ordinance 26-03 Amending Chapter 13 of the Fire Code (only JRO)

ORDINANCE 26-XX

AN ORDINANCE AMENDING CHAPTER 13 FIRE PREVENTION AND PROTECTION

WHEREAS, the City of Roswell (the “City”) desires to adopt the 2024 International Fire as the City Fire Code.

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

SECTION Section 13-11. International Fire Code Adopted by Reference

- (a) There is hereby adopted by reference the 2024 Edition of the International Fire Code, as published by the International Code Council, and as amended herein by Chapter 13 of the Roswell City Code.

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

PASSED, ADOPTED, SIGNED and APPROVED _____, _____.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST

Amalia Martinez, City Clerk

Underscoring indicates addition to existing Code section.
~~Strike through~~ indicates delete of an existing Code section.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

23.

Meeting Date: 04/09/2026

COMMITTEE: City Council

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Resolution 26-17: adoption of Resolution 26-17 for support of projects in response to the NMDOT's January 2026, TPF Funding, Call for Projects. (Johnson/MacCornack)

BACKGROUND:

Initiated by: James MacCornack

The NMDOT has issued a "Call For Projects". These are projects that should be considered easily ready for bidding or other procurement processes. The funding level for awarded projects under the TPF program is 95% NMDOT and 5% local match. The City of Roswell has received previous awards from this program, including the award of Second Street Pavement Maintenance Project. Formal project awards will be in the Fall, 2026. Projects to be applied for are:

1. S. Atkinson Mill & Fill/ADA Capital Project (Brasher to McGaffey), and
2. Garden-McGaffey-Main Pavement Maintenance (Garden from Marker Rd. to McGaffey, McGaffey from Garden to Main, S. Main from McGaffey to Oliver Street).

FINANCIAL CONSIDERATION

This is for project application support. Awarded projects may require a budget adjustment once a formal award is received.

1. S. Atkinson Mill & Fill Capital - \$2,733,000 (State \$2,596,350, City Match \$136,650) , and
2. Garden-McGaffey-Main Pavement Maintenance - \$610,000 (State \$579,500, City Match \$30,500)

LEGAL REVIEW:

Resolution has been reviewed by the City Legal Department.

BOARD AND COMMITTEE ACTION:

The Infrastructure Committee recommended approval 3-0 at its meeting on February 9, 2026. (This item was accidentally left off the Finance agenda last month.) The Finance Committee recommended approval 5-0 at its meeting on April 2, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

NMDOT's Call for Projects letter
Draft Resolution 26-17



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

January 12, 2026

RE: Transportation Project Fund (TPF) Call for Projects

Metropolitan and Regional Transportation Planning Organizations:

The Project Oversight Division is soliciting applications for the Department's Transportation Project Fund (TPF) for fiscal year 2027. Local and tribal governments in New Mexico are eligible to apply for state funded grants. Eligible projects are in the following categories: (1) environmental and other studies; (2) planning; (3) design; (4) construction; and (5) acquisition of rights of way necessary for the development of transportation infrastructure, which includes highways, streets, roadways, bridges, crossing structures and parking facilities, including all areas for vehicular, transit, bicycle or pedestrian use for travel, ingress, egress and parking.

The Metropolitan or Regional Transportation Planning Organizations (MPO/RTPO) will use the following criteria to prioritize their planning-area projects; the District office will also use the criteria to rank projects from their District.

Project Prioritization Criteria:

1. **Planning:** Is this project identified as a priority on a local or regional planning or programming document? Is this project consistent with local or regional plans?
2. **Project readiness:** If awarded, will the applicant be able to start spending the money within 3 months from receiving the fully executed project agreement?
3. **Priority Bridge:** Is this project addressing a bridge on the Statewide Bridge Priority List for Replacement / Rehabilitation? (contact Jeff Vigil at Jeff.Vigil@dot.nm.gov or (505)490-2699 for verification of bridge status)
4. **Phasing:**
 - a. Is this project part of a phased project previously funded with other state funds (e.g. Local Government Road Fund, Municipal Arterial Program, Capital Outlay, State Road Fund etc.)?
 - b. Is this project part of a phased project previously funded with TPF? If so, what year?
5. Additional criteria identified by the MPO or RTPO

The application package shall include the following:

1. Cover letter application including: (1) brief overview of project; (2) whether the potential grantee intends to apply for hardship (match waiver); (3) the timeframe in which the potential grantee is prepared to spend the grant funds, if received (project readiness); (4) verification that funding requested will be enough to complete the phase of work submitted, and (5) whether the project falls into category (a) or (b):
 - a) Project is located on or within locally-owned right-of-way and the project does not include federal funds; or
 - b) Project is located within or on NMDOT owned right-of-way or is an NHS route and/or may include federal funds;
2. Project must fall into one or more of the following categories, including: (1) environmental and other studies; (2) planning; (3) design; (4) construction; and (5) acquisition of rights of way necessary for the development of transportation infrastructure, and includes highways, streets, roadways, bridges, crossing structures, parking facilities, including all areas for vehicular, transit, bicycle or pedestrian use for travel, ingress, egress and parking. Please be sure to clearly identify the phase of work the funding will be used for (i.e. planning, design, construction, etc.);

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

John McElroy
Commissioner
District 1

Gary Tonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner, Vice Chairman
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

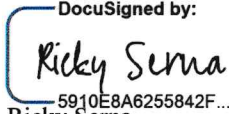
3. Project Feasibility Form (PFF) signed by District representative if the project does not have a signed PFF, then the potential grantee must work with the District on the PFF;
4. Resolution of Sponsorship from their governing body, indicating the availability of the 5% match. Alternatively, the potential grantee may submit an official letter signed by the potential grantee's chief executive or official with budget authority, indicating the availability of the 5% match;
5. Map of project location including mile posts; and
6. **Required if local entity does not own the right of way**; A letter of support or letter of authorization from owners of the project right-of-way. This includes getting a letter from the NMDOT District if the project is partially or fully within NMDOT right-of-way.

Complete applications must be submitted through NMDOT's FTP site <https://grader.dot.nm.gov/public/folder/ofgaa4btguwtnh3acn66qw/FY27%20TPF%20Applications> no later than close of business May 31, 2026. All incomplete applications will be returned to the local entity for submission the following year. Projects will be selected and approved by the State Transportation Committee by September 1, 2026. Selection letters will be mailed out within the first week of September.

If you have any questions regarding funding or agreements please contact Clarissa Martinez, 505.699.9946 or Clarissa.Martinez@dot.nm.gov or Sean Sandoval, 505.660.6102 or Sean.Sandoval@dot.nm.gov.

Sincerely,

DocuSigned by:

5910E8A6255842F...

Ricky Serna
Cabinet Secretary

Xc: NMDOT District Engineers
District Coordinators
Clarissa Martinez, State Funded Grant Manager
Sean Sandoval, Project Oversight Director
David Quintana, Chief Engineer

RESOLUTION 26-17

**A RESOLUTION TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION
FOR TPF ROADWAY PROJECTS**

WHEREAS, the roadway projects named in this resolution are eligible activities under the NMDOT Call For Projects of January 12, 2026; and

WHEREAS, the following projects are requested to be considered in the Call For Projects: 1. Garden, McGaffey, and South Main St. Pavement Maintenance Project, 2. S. Atkinson Mill and Fill Capital Project; and

WHEREAS, the City of Roswell agrees to provide matching funds at a percentage rate of 5% of the cost of each project; and

WHEREAS, the City of Roswell agrees to fund all project development, environmental analysis, and design costs separate from the cost of construction; and

WHEREAS, the City of Roswell agrees to fund all appropriate ongoing maintenance costs for these roadway projects after construction; and

WHEREAS, the City of Roswell supports these projects and desires to receive funding; and

WHEREAS, this Resolution is presented at the time of application for NMDOT Call For Projects funding.

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

SECTION The subject projects listed above shall be submitted as applications for Call For Projects funding to the New Mexico Department of Transportation; and hereby commits to the concept of such projects as listed above and as specified in the project applications.

PASSED, ADOPTED, SIGNED and APPROVED _____, _____.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST

Amalia Martinez, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

24.

Meeting Date: 04/09/2026

COMMITTEE: City Council

CONTACT: N/A

CHAIR: Will Cavin

ACTION REQUESTED:

Resolution 26-18: Weeds - The Resolution shall mandate the cleanup of approximately twenty-five (25) separate properties within the City. (Cavin/Franco)

BACKGROUND:

Initiated by: Toby Franco

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

FINANCIAL CONSIDERATION

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

LEGAL REVIEW:

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

BOARD AND COMMITTEE ACTION:

No action required.

STAFF RECOMMENDATION:

Recommend as proceeded.

Attachments

ATT 1 Weed Resolution

ATT 2 Resolution 26-18 Weeds Exhibit

CITY OF ROSWELL
RESOLUTION 26-18

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 9th day of April 2026.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

APPROX. 503 W BRASHER RD CONSTELLATION ESTATES AMEND Block 3 Lot 11 AND Lot 12 S 17 T 11S R 24E S 17 T 11S R 24E ALFREDO MADRID SILVA 316 WARACHIE LN CARLSBAD, NM 88220	APPROX. 501 W BRASHER RD Lots 5 & 6 of Block 25 FRUITLAND SUBDIVISION REPLAT Tract A S 17 T 11S R 24E THEODORE JARAMILLO 8344 BLUFFS EDGE NW ALBUQUERQUE, NM 87120
APPROX. 502 REDWOOD ST DALE BELLAMAH UNIT 1 Block 6 Lot 17 S 17 T 11S R 24E JORGE DEL MURO 809 BARCELONA CT CARLSBAD, NM 88220	APPROX. 3301 S LEA AVE DALE BELLAMAH UNIT 1 Block 1 Lot 13 JORGE DEL MURO 809 BARCELONA CT CARLSBAD, NM 88220
APPROX. 3204 S LEA AVE DALE BELLAMAH UNIT 1 Block 5 Lot 20 JAMIE ARANDA 306 CLAYTON AVE HAGERMAN, NM 88232	APPROX. 803 S LEA AVE S 5 T 11S R 24E NW4SE4 S 300' N 780' W 230' E 460' M/L KIET NGUYEN MILLER 4601 LOMA LINDA CIR EL PASO, TX 79934
APPROX. 409 1/2 W SUMMIT ST S 5 T 11S R 24E NW4SE4 S 50' N 1140' E 77.7' W 1175' M/L ELI CHAVEZ 6745 BRIGHT VIEW RD LAS CRUCES, NM 88007	APPROX. 307 W SUMMIT ST SOUTH ROSWELL AMND S2 BLK 56 Block 56 Lot 6 AND Lot 8 S 5 T 11S R 24E CANNON ESTATE, HAZEL BALES 400 N MOUNT RUSHMORE CEDAR PARK, TX 78613
302 W MATHEWS ST SOUTH ROSWELL Block 56 Lot 11 J B MRS GREEN C/O LORETTA LOWE 4212 VAIL DIVIDE AUSTIN, TX 78738	300 W MATHEWS ST SOUTH ROSWELL Block 56 Lot 13 ISAAC COTTON PO BOX 5282 SACRAMENTO, CA 95817-0282
710 E SUMMIT ST JOHNSON & ALLISON LOT 4 BLK 1 FRUITLAND Block A Lot 1 MASSU, RAUDEL URIEL MACIAS ALVAREZ, BLANCA L NEVAREZ 710 E SUMMIT ST ROSWELL, NM 88203	109 S LINCOLN AVE MC CUNE Block 2 Lot 32 ARAGON, MACARIO E; ARAGON, JIMMY J; ARAGON, MONIQUE B 109 S LINCOLN AVE ROSWELL, 88203

509 HOLLAND AVE S 4 T 11S R 24E W2SE4SE4NE4 N 130' S 330' E 137.5' W 157.5' FUENTES, VICKY 509 Holland Ave ROSWELL, NM 88201	506 HOLLAND AVE S 4 T 11S R 24E E2SW4SE4NE4 W 135' E 158' N 50' S 450' PROPE, MARIJANE F 1001 COUNTY ROAD 314 CLEBURNE, TX 76031-9801
706 N GARDEN AVE OTTERSON Lot 1 THRU Lot 7 WS WRIGHT LLC PO BOX 127 HONDO, NM 88336	1503 N OHIO AVE SCHNEDARS Block 2 Lot 12 Quarter SW S 29 T 10S R 24E PAYNE, WILMA J 303 N 3RD ST APT 1B GRANDVIEW, TX 76050-1910
307 N SYCAMORE AVE BIRD SANCTUARY SUMMARY PLAT Lot 2 Quarter SW S 31 T 10S R 24E CHEW TRUST; JACK AND SUSIE TRUSTEES; C/O GLORY CHEW MISAKI 241 DLEMAR WAY SAN MATEO, CA 94403	APPROX. 2609 W 3RD ST S 31 T 10S R 24E SW4SW4SW4 S 114' N 774' E 84' W 114' CHEW TRUST; JACK AND SUSIE TRUSTEES; C/O GLORY CHEW MISAKI 241 DLEMAR WAY SAN MATEO, CA 94403
1202 W COLLEGE BLVD S 32 T 10S R 24E NW4 W 89' E 2162.58' S 179' N 209' WHITTEN, COY C 1202 W COLLEGE BLVD ROSWELL, NM 88201	613 N WASHINGTON AVE WEST SIDE Block 8 Lot 13 LESS E 60' AND Lot 14 LESS E 60' Quarter SE S 32 T 10S R 24E CHAVEZ-BARRERA, GILBERTO; CHAVEZ, LISET SOLIS 613 N WASHINGTON AVE ROSWELL, NM 88201
2315, 2317, 2319 N COLE AVE OKELLEY SUMMARY REPLAT Tract 1 Quarter NW S 28 T 10S R 24E VARGAS-HERNANDEZ, TEOFILO EDUARDO 5640 BETTY LANE DAWSONVILLE, GA 30534	1207 W 8TH ST RIVERSIDE HEIGHTS AMEND Block 12 Lot 4 Quarter SW S 32 T 10S R 24E BUENALUZ, RAFAEL P; BUENALUZ, AIDA E; BUENALUZ, MARK E 1139 N HELIOTROPE DR LOS ANGELES, CA 90029

APPROX. 1200 N OHIO AVE S 32 T 10S R 24E NE4SW4SW4NW4NW4 S 50' CHACON, TRINIDAD PO BOX 242 HONDO, NM 88336	1202 N OHIO AVE S 32 T 10S R 24E SE4NW4SW4NW4NW4 S 50' NE4SW4SW4NW4NW4 N 50' CHACON, TRINIDAD PO BOX 242 HONDO, NM 88336
1204 N OHIO AVE S 32 T 10S R 24E NW4NW4 W 165' E 330' S 50' N 942' MALBY, BRIAN; RUAZA-MALBY, MAIDA; C/O ATTN: BRIAN MALBY 3515 CANYON PKWY, UNIT 2102 SAN ANTONIO, TX 78259	

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

25.

Meeting Date: 04/09/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Resolution 26-19: Condemnations - adoption of Resolution 26-19 the Resolution shall require the removal or demolition of four (4) dilapidated structures. (Cavin/Franco)

BACKGROUND:

Initiated by: Toby Franco

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

FINANCIAL CONSIDERATION

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

LEGAL REVIEW:

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

BOARD AND COMMITTEE ACTION:

This item went before Public Safety Committee meeting on March 17, 2026 and passed (4-0). This item also went through Legal Committee meeting on March 26, 2026 and passed (5-0).

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

ATT 1 Condemnation Resolution

ATT 2 Resolution Condemnations

CITY OF ROSWELL
RESOLUTION 26-19

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

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

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

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

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

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

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

ADOPTED, SIGNED AND APPROVED 9th day of April 2026.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

Location	Condition	Name
210 S WASHINGTON AVE OVARDS Block 7 Lot 6	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	WINNER, HAINES J; WINNER, KATHLEEN M 113 MADISON AVE LORENZO, TX 79343
112 S OHIO AVE 1201 W WALNUT ST TOWER PROPERTIES SUMMARY PLAT Lot 6A S 5 T 11S R 24E	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	BDS III LLC 1209 MOUNTAIN ROAD PLACE NE, STE R ALBUQUERQUE, NM 87110
600 WOODY DR GAMBOA-GRIFFITH SUMMARY PLAT Tract A SEE PLAT #1392 Quarter NE S 6 T 11S R 24E	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	ARNOLD, CODY ALLEN; ARNOLD, LADONNA 27638 LISA DR TAVARES, FL 32778-9716
326 E 6TH ST BELLE PLAIN Lot 68	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	GONZALES, CORINE L GONZALES, JOHNNY RAY 326 E 6TH ST ROSWELL, NM 88201

210 S WASHINGTON AVE



112 S OHIO AVE
1201 W WALNUT ST



600 WOODY DR



326 E 6TH ST



**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

26.

Meeting Date: 04/09/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Resolution 26-20: Adoption of Resolution 26-20 approving a budget adjustment for the fiscal year ending June 30, 2026. (Gass/Gomez)

BACKGROUND:

Initiated by: Toni Gomez

The New Mexico Department of Finance Administration (DFA) requires governing body approval for any budget adjustment that increases or decreases revenue or expenditures in the approved budget. The finance department is requesting approval of budget adjustments, as summarized in Exhibit "A", to align the City's FY2025-2026 budget with current funding allocations. These adjustments include updates to various grants, transfers, and departmental budgets.

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Budget adjustments are reflected across multiple funds and departments as detailed in Exhibit "A". The total impact of these adjustments is summarized below:

Revenue: \$538,035.00

Expenses: \$4,307,171.62

LEGAL REVIEW:

Budget adjustments are reflected across multiple funds and departments as detailed in Exhibit "A".

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended approval 5-0 at its meeting on April 2, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Exhibit A
Resolution 26-20

City of Roswell
Budget Adjustment
April 2026

Fund	Department	Category (Revenue/Expense)	Description	Proposed Adjustment (+/-)
General	Police	1101-489115	Donated By Susan Murphy 8 Night Vision Goggles & 2 Sniper Night Vision Clips	83,845.00
Museum	Museum	2611-489100	Fine Art Insurance	42,475.00
Air Center	Air Center	5100-	Grant ROW-26-01 & Grant ROW-25-02	411,715.00
				538,035.00
General	Administration	11014013-614002	Replace Flooring	12,595.25
General	Facilities	11014071-817503	City Hall Roof	75,669.45
General	Police	11014111-817505	Donated By Susan Murphy 8 Night Vision Goggles & 2 Sniper Night Vision Clips	83,845.00
Cemetery	Cemetery	26024411-817505	Caterpillar 420 Backhoe	150,384.00
Water	Water Maintenance & Transmission	53004354-817506	2 Chevy Silverado Crew Cab Pickups, 1 International Dump Truck, 1 Ford F250 Utility Bed Pickup	303,033.00
Water	Water Maintenance & Transmission	53004354-817505	1 Cat Loader, 2 Sykes Pumps, 2 Backhoes, 1 Hydra-Stop Valve Insertion Equipment	714,316.51
Wastewater	Wastewater Treatment Plant	53014355-817505	Vactor	580,527.77
Wastewater	Wastewater Treatment Plant	53014355-817505	Caterpillar 920 Wheel Loader	202,041.27
Air Center	Air Center	51004334-	Grant ROW-26-01 & Grant ROW-25-02	438,921.41
Public Safety	Public Safety	55004125-698001	PNC Bank Fire Trucks	1,695,762.20
Public Safety	Public Safety	55004125-817503	Renovation of Station 5	50,075.76
				4,307,171.62
Museum	Museum	26114221-511110	Conservation of two-dimensional collection items	(123,185.00)
Museum	Museum	26114221-654801	Conservation of two-dimensional collection items	123,185.00
				-

RESOLUTION 26-20

**A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO, AMENDING THE
BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2026, FOR VARIOUS
GRANTS AND OTHER DEPARTMENTS.**

WHEREAS, the governing body of the City of Roswell, State of New Mexico, has previously approved a budget for the fiscal year 2025-2026, ending June 30, 2026; and

WHEREAS, the City of Roswell desires to amend said budget for \$538,035.00 in revenues and \$4,307,171.62 in expenses, detailed in Exhibit A and summarized below:

- Various Funds: Revenues \$538,500.00 and Expenses \$4,307,171.62

WHEREAS, it is the majority opinion of the Governing Body that the proposed amended budget continues to meet fiscal requirements as currently determined for the fiscal year 2025-2026.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, hereby adopts the budget adjustment hereinabove described and respectfully requests approval for the same from the Local Government Division of the Department of Finance and Administration, State of New Mexico.

PASSED, ADOPTED, SIGNED, and APPROVED the 9th day of April 2026.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

Regular City Council Meeting

Meeting Date: 04/09/2026

COMMITTEE: City Council

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Approval of a ten (10) year lease of Building 611 at the Roswell Air Center to Carlsbad Lifehouse Inc. for \$131,488.00 per annum (Cavin/Nairn-Mahan).

BACKGROUND:

Initiated by: Christopher J. Nairn-Mahan

This lease is contemplated in the Carlsbad LifeHouse Opioid Abatement/Treatment Service Agreement approved at the March 12, 2026, City Council meeting. The proposed ten (10) year lease of Building 611 at the Roswell Air Center will provide the space needed for Carlsbad LifeHouse to stand up a treatment facility here in Roswell.

FINANCIAL CONSIDERATION:

First year rent of one hundred thirty-one thousand four hundred eighty-eight dollars and zero cents (\$131,488.00), payable in 12 monthly installments of \$10,957.33. This lease has a 3% CPI-U annual increase which is presently capped at 6% per year.

LEGAL REVIEW:

The City Attorney has reviewed the lease agreement.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval 5-0 at its meeting on March 26, 2026. The lease of Building 611 at the Roswell Air Center to house a treatment facility as contemplated by the Opioid Abatement/Treatment Service Agreement approved by City Council on March 12, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Carlsbad Life House

My ✓

MUNICIPAL PROPERTY USE AND LEASE AGREEMENT

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

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

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

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

ARTICLE 1 – GRANTING CLAUSE AND LEASED PREMISES.

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

Building No. 611, consisting of 18,784 square feet, more or less, located at the Roswell Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

The address of the Leased Premises is commonly known as 9 East Challenger, Roswell, NM 88203. As further set forth in Article 5, the Leased Premises are being leased "AS IS," including the environmental condition of the land, and City has made no representations or warranties of any kind or nature with regard to the existing or ongoing condition of the Leased Premises or its fitness or suitability for any particular use.

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

ARTICLE 2 – TERM

2.01 Lessee shall commence leasing of the Leased Premises effective on April 1, 2026, for 10 years and shall terminate on March 31, 2036, collectively known as the "Lease Period," unless terminated or canceled earlier as herein provided. City hereby approves, and shall not contest, relinquishment of this Lease by Lessee with a six month notification in writing to the City the Termination Date, provided that Lessee is not in default of the Lease at the time of said

relinquishment, and also that Lessee surrenders the Leased Premises in compliance with this Lease.

2.02 As part of the consideration paid by Lessee to City, City grants to Lessee during the term of this lease a contingent option to purchase the Leased Premises, as identified in more detail in Exhibit A, exclusive of the land on the terms set forth herein. Should Lessee desire to exercise the option to purchase it shall do so no later than 180 days prior to the end of the term of this Lease. Upon Lessee notifying City of its intent to exercise this option, the Parties shall meet to hire a qualified appraiser to do an appraisal of the property. If the Parties cannot agree on one appraiser with cost to be equally shared, then each may hire their own appraiser at each of their own cost. The purchase price shall be the value set by the appraiser (if the Parties agree on one appraiser) or by the average value of the two appraisals (if the Parties each select their own appraiser). The Parties agree to cooperate with one another to encourage the two appraisers to work together so their appraisal each address any difference in the valuations. Any agreed upon valuation between the parties is subject to approval by the Federal Aviation Administration (FAA) whose consent and agreement to the sale is mandatory before any sale can occur. If a purchase price is determined and approved by the FAA, the City, the Parties agree to promptly move to close the purchase and sale, with City to deliver to Lessee a Title Policy Commitment evidencing City's title to the Lease Premises and setting forth any title defects. City shall have a reasonable period of time to address any title defects that Lessee reasonably demands to be cured prior to closing. Within 30 days of the Lessee accepting the condition of title, the City, pursuant to §3-54-1(D) NMSA, shall by Ordinance present the proposed sale to the Governing Body for public comment and subsequent vote by the Governing Body. Upon a majority vote of the Governing Body affirming the proposed sale, the Parties will close the purchase and sale. Monthly rent for the leased premises shall continue during any time it take for City to duly pass the statutorily mandated ordinance, even if it is beyond the end of the term of the Lease as the Lease shall continue on a month-to-month basis until closing. Rent will not be prorated for the month in which closing occurs.

ARTICLE 3 – RENT

3.01 Lessee agrees to pay to City as rent the sum of One hundred thirty-one thousand Four hundred eighty-eight dollars and zero cents (\$131,488.00), payable in 12 monthly installments of \$10,957.33. Thereafter, the rent will be adjusted annually by 3.0% or the latest 12-month percentage change in CPI-U (Consumer Price Index-U, U.S. City Average), whichever is greater, but in no event by greater than 6%. Rent and other fees are due on the first day of each month. Time is of the essence with regard to the payment of rent.

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

paid to City without abatement, reduction or setoff of any kind except as herein specifically provided.

ARTICLE 4 – SECURITY DEPOSIT OR BOND

4.01 **SECURITY DEPOSIT (NON-AERONAUTIC USE).** Lessee will pay the amount of \$32,871.99 as a security deposit (equivalent to three months' rent) for Lessee's full and faithful performance of all terms of this Lease. This amount shall be used by City at the termination of this Lease toward: a. payment for rent or penalties due City, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Leased Premises, and c. the cost of removal of any hazardous material not properly disposed of by Lessee. City shall be the sole and reasonable judge of all cleaning and repairs required for the Leased Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease, the security deposit shall first be applied to necessary cleaning and removal, repairs, and the remaining balance, if any, may then be applied to rentals and penalties then owing to City. Any refund of the security deposit due Lessee will be delivered or mailed within 60 days after the termination of this Lease.

ARTICLE 5 – CONDITION OF LEASED PREMISES

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

ARTICLE 6 – PURPOSE AND USE OF THE LEASED PREMISES

6.01 **PERMITTED USE.** Lessee shall use the Leased Premises for the sole and exclusive purpose of a treatment facility. No other uses shall be permitted.

6.02. **SPECIAL EVENTS.** City may, at its discretion, conduct or host special activities or events near or about the Premises or elsewhere at or about Airport. The City shall not be liable to Lessee or any Sublessee for any actual or alleged cost or loss, including, but not limited to, any actual or alleged loss of revenue or goodwill, caused by, resulting from, arising out of, relating to or in connection or conjunction with such special events.

6.03 **MAINTENANCE.**

a. While this Lease is in effect, the Lessee agrees to maintain, at its sole cost and expense, in good condition and repair, all structural and mechanical components of any improvements maintained or constructed on the Leased Premises, including without limitation the foundation, roof, interior and exterior walls, any heating, ventilating

and air conditioning systems, heating systems, any plumbing, electrical, and mechanical systems, ceilings, floors, wiring and any non-public utilities. Lessee will maintain the improvements in a condition of safe occupancy during the term of this Lease to a non-lesser standard than the current condition. City will not be under any obligation to operate or maintain the Leased Premises during the Lease Period.

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

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

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

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

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

b. In addition to all other indemnities provided in this Lease, Lessee agrees to defend, indemnify, and hold the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including reasonable attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the generation,

manufacture, processing, use, release or other spills or leaks of chemicals and products that are or may become hazardous materials, the existence or discovery of any hazardous materials in excess of the levels allowed by all applicable environmental laws or violations of applicable environmental laws on the Leased Premises, the subsurface or the migration of any hazardous material from the Leased Premises to other properties or into the surrounding environment, in each case caused by the Lessee or its operations whether: (a) made, commenced or incurred during the Lease Period; or (b) made, commenced or incurred after the expiration or termination of this Lease if arising out of events occurring during the Lease Period; provided, however, Lessee's obligation to indemnify the City pursuant to this paragraph shall not apply with respect to either: (a) any hazardous material released by the City; or (b) any hazardous material (for which Lessee is not otherwise responsible) clearly demonstrated to have existed prior to this Lease or be migrating onto the Leased Premises from some other location through no fault of Lessee.

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

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

ARTICLE 7 – UTILITY AND OTHER CHARGES

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

ARTICLE 8 – LIEN

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

ARTICLE 9 – PERSONAL PROPERTY

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

ARTICLE 10 – IMPROVEMENTS

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

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

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

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

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

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

ARTICLE 11 – RELINQUISHMENT

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

ARTICLE 12 – ASSIGNMENT

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

ARTICLE 13 – SUBLEASE

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

ARTICLE 14 – COLLATERAL ASSIGNMENT

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

ARTICLE 15 – WAIVER

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

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

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

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

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

ARTICLE 17 – LIABILITY; INDEMNIFICATION; INSURANCE.

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

17.02 INDEMNIFICATION. Lessee shall hold harmless, indemnify and defend City, and City's employees, agents, and contractors, in both their official and individual capacities, from any and all liabilities, claims, losses, damages, or expenses, including but not limited to reasonable attorneys' fees, loss of land value, third party claims, penalties or removal, remedial or restoration costs arising out of, alleged to arise out of or indirectly connected with a) the

operations hereunder of Lessee or Lessee's employees, agents, contractors, or invitees, b) the activities of third parties on the Leased Premises, whether with or without Lessee's knowledge or consent. In the event that any action, suit, or proceeding is brought against Lessee, Lessee shall, as soon as practicable but no later than three (3) days after it receives notice thereof, notify the legal counsel of City. This Paragraph shall survive the termination, cancellation, or relinquishment of this Lease, and any cause of action of City to enforce this provision shall not be deemed to accrue until City's actual discovery of said liability, claim, loss, damage, or expense.

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

17.03 INSURANCE. Lessee shall purchase, or cause to be purchased, and maintain in effect during the Term of this Lease with insurance carriers or risk retention groups authorized to do business in the State of New Mexico and approved by the City, any insurance required by this paragraph. The insurance and additional insured requirements contained in this Lease are considered minimum coverage amounts and Lessee may elect greater coverage limits than what is specified in this Agreement or as may be required by law. All applicable coverage, unless specified otherwise, shall remain in full force and effect until the expiration, cancellation, or termination of the Agreement and for the subsequent three (3) years following the expiration, cancellation, or termination for loss covered by and occurring during the term of the Lease.

A. General Liability Insurance

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

Such an insurance policy must specifically provide coverage for the City and its employees and agents in minimum amounts of \$2 million dollars (\$2,000,000.00) for damage to or destruction of each legally described real property arising out of a single occurrence; 2 million dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury or death; and \$2 million dollars (\$2,000,000.00) with respect to any one occurrence. Higher coverage for the City may be reasonably required by the City from time to time, including but not limited to increases needed

to provide complete coverage for City's maximum liability under the New Mexico Tort Claims Act, NMSA 1978 § 41-4-1 et seq., and New Mexico Civil Rights Act, NMSA 1978 § 41-4A-1 et seq. City shall have no liability for premiums charged for such coverage, and inclusion of City as an insured party is not intended to, and shall not make City a partner or joint venturer with Lessee in its operations.

B. Property Coverage

In addition, the Lessee must obtain at its own expense, insurance coverage adequate to protect its operations, property, employees, and agents in amounts Lessee finds sufficient, but in no case shall such property insurance coverage be for less than one hundred percent (100%) Replacement Cost of Improvements on an Agreed Value Basis. Lessee shall be solely responsible for obtaining insurance policies that provide coverage for losses of Lessee-owned property, including improvements, and City shall be named as an additional insured on the policy. City shall not be required to provide such insurance coverage or be responsible for payment of Lessee's costs for such insurance.

22.5. Within ten (10) days after the execution of this Lease by City and delivery to Lessee, Lessee shall deliver to City original or duplicate certificates of insurance evidencing all the insurance which is required to be maintained under this Lease by Lessee certifying that all requirements set forth herein have been complied with, and within ten (10) days prior to the expiration of any such insurance, other original or duplicate certificates evidencing the renewal of such insurance. A certificate, policy, endorsement, or rider which states that failure to give City notice imposes no liability or obligation on the insurer shall not be in compliance with this Lease. The following specific extensions of coverage must be indicated on the Certificate of Insurance:

- (1) Contractual liability
- (2) Bodily Injury and Property Damage liability
- (3) Premises operations
- (4) Personal injury
- (5) Advertising injury
- (6) Fire legal liability
- (7) Medical expense
- (8) Independent contractor/consultants/subcontractor/consultants
- (9) Products – completed operations
- (10) Pollution Liability

(11) Additional insured endorsement (primary& non-contributing in favor of City)

(12) Waiver of subrogation in favor of City

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

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

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

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

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

- a. No person may:
 - i. Tamper, interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper, interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.
 - ii. Enter, or be present within, a Secured Area, AOA, SIDA, or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.
 - iii. Use, allow to be used, or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or Vehicles in Secured Areas,

AOAs, or SIDAs in any other manner than that for which it was issued by the Airport Authority.

b. Security Badges

i. Airport ID Badge

1. Persons who work or do business on Airport property on a permanent or long-term (longer than 30 days) basis must have an Airport-issued identification in the form of an Airport ID badge. An individual holding an Airport ID badge may also be referred to as "badged personnel."

ii. Airport ID Badge Holder and Tenant Security Responsibilities / Access Control Procedures

1. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security, these Rules and Regulations.
- c. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security, these Rules and Regulations.**
- d. Tenants and tenant employees are responsible for controlling access to doors, gates, and other passageways between the AOA and the landside of the airport through their lease areas.**
- e. A breach in security caused by a tenant or tenant employee that results in a TSA, Airport Security Coordinator, or Airport Director finding of negligence will be cause to review, suspend, or withdraw access privileges, impose additional training requirements, and/or impose other penalties as provided by these Rules and Regulations and the Airport Security Program.**
- f. Tenant shall use the Leased Premises solely for the purpose of a treatment facility together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. The Roswell City Code shall bind tenant or, as may be amended from time to time, and all applicable policies and procedures of the Roswell Air Center (ROW).**
- g. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State, and local regulations, laws,**

and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the leased premises or contaminated the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including:

- i. Environmental claims.
 - ii. Environmental expenses, including, without limitation, the handling, investigation, treatment, storage, decontamination, remediation, removal, transport, or disposal of such hazardous materials.
 - iii. Liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.
- h. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of anything which, in the 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.
- i. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the ROW's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

ARTICLE 18 – DEFAULT AND CANCELLATION

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

ARTICLE 19 – DAMAGE OR DESTRUCTION OF LEASED PREMISES

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

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

ARTICLE 20 – COMPLIANCE WITH APPLICABLE FEDERAL, STATE, OR LOCAL LAW OR REGULATION

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

date of this Lease. Lessee agrees to protect the Leased Premises from waste or trespass. Lessee's compliance with all laws, regulations, and policy shall be at its own expense.

ARTICLE 21 – SCOPE OF AGREEMENT

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

ARTICLE 22 – AMENDMENT

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

ARTICLE 23 – APPLICABLE LAW

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

ARTICLE 24 – SUCCESSORS IN INTEREST; THIRD PARTIES

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

ARTICLE 25 – BANKRUPTCY

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

ARTICLE 26 -- HOLDOVER

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

ARTICLE 27 – NOTICES

The addresses for notice are:

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

For Notice to Lessee:
Carlsbad LifeHouse Inc.
PO Box 3141
Carlsbad, NM 88221

ARTICLE 28 – RULES OF CONSTRUCTION

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

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

ARTICLE 29 – CALCULATION OF TIME

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

ARTICLE 30 – STATUS OF CITY

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

ARTICLE 31 – ENTIRE AGREEMENT AND AMENDMENT

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

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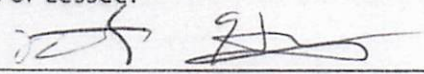
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IN WITNESS WHEREOF, this Lease is executed the ___ day of April, 2026.

For City:

By: Timothy Z Jennings, Mayor

For Lessee:



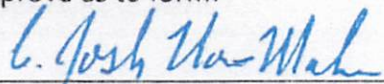
By: Philip Huston, Director

SEAL

Attest:

Amalia Martinez, City Clerk

Approve as to form:



By: Christopher Nairn-Mahan, City Attorney

LEASE AGREEMENT

PRIMISES: Building No. 611,
consisting of 18,784 square feet $\pm$.
9 East Challenger St.

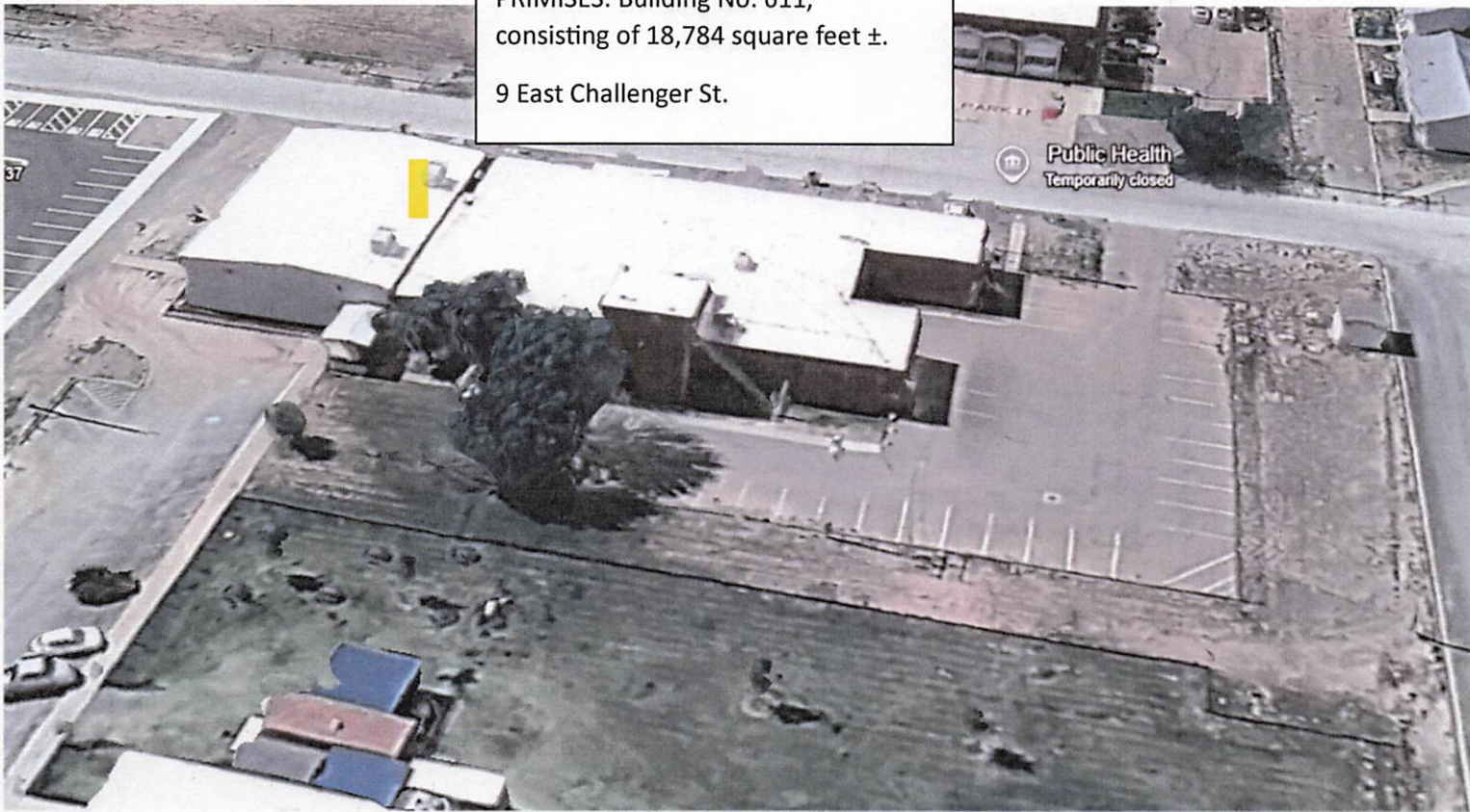


EXHIBIT C: INSURANCE

1. MINIMUM SCOPE OF INSURANCE

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

☒ I. **Commercial General Liability (“CGL”)**: Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence.

☒ II. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Carlsbad LifeHouse Inc has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$1,000,000.00** per accident for bodily injury and property damage.

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

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

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

b. If Carlsbad LifeHouse Inc maintains broader coverage and/or higher limits than the minimum shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by Carlsbad LifeHouse Inc.

2. ADDITIONAL INSURED STATUS

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

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

3. PRIMARY COVERAGE

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

4. NOTICE OF CANCELLATION

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

5. WAIVER OF SUBROGATION

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

6. SELF-INSURED RETENTIONS

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

7. ACCEPTABILITY OF INSURERS

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

8. CLAIMS-MADE POLICIES

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

- i. The Retroactive Date must be shown, and must be before the Effective Date of this Agreement or the beginning of the Work hereunder.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Work.
- iii. If coverage is canceled or not renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, Carlsbad LifeHouse Inc
- iv. Must purchase “extended reporting” coverage for a minimum of five years after completion of the Work.

9. VERIFICATION OF COVERAGE

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

10. SPECIAL RISKS OR CIRCUMSTANCES

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

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

28.

Meeting Date: 04/09/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval to award RFP 26-005 for Ground EMS Billing Services to EMS Management & Consultants, Inc. (Gass/Bunch)

BACKGROUND:

Initiated by: Randy Bunch

Requesting approval to award RFP 26-005 for Ground EMS Billing Services to EMS Management & Consultants, Inc. The City issued RFP 26-005 seeking proposals from qualified vendors to provide comprehensive EMS billing and revenue cycle management services for the Roswell Fire Department. These services include claim preparation, submission, denial management, payment posting, customer service, compliance reporting, and collections.

Two (2) proposals were received and evaluated by the City's Evaluation Committee in accordance with the criteria established in the RFP. Based on the evaluation criteria and final scoring, the Evaluation Committee determined that EMS Management & Consultants, Inc. submitted the proposal most advantageous to the City.

FINANCIAL CONSIDERATION

There is no immediate fiscal impact associated with approval of this item. Services will be paid based on a percentage of collected revenue.

LEGAL REVIEW:

Contract to be reviewed by the Legal Department upon award.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended approval x-x at its meeting on April 2, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Billing Service

Award Recommendation Report

Award Recommendation for RFP-26-005 Ground EMS Billing Services

The City of Roswell issued RFP No. 26-005 seeking proposals from qualified vendors to provide comprehensive Ground Emergency Medical Services (EMS) billing and revenue cycle management services for the Roswell Fire Department. The selected vendor will provide full-service billing support, including claim preparation, submission, denial management, payment posting, customer service, compliance reporting, and collections as outlined in the RFP.

Summary of Proposals Received:

Two (2) proposals were received from the following firms:

- EMS Management & Consultants, Inc.
- Digitech Computer

Evaluation Summary:

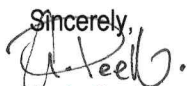
Proposals were evaluated and scored by the Evaluation Committee in accordance with the criteria established in the RFP, including experience, past performance, regulatory compliance, staffing, and cost.

Final scores:

- EMS Management & Consultants, Inc. – 88.33
- Digitech Computer – 78.67

After review and evaluation, the Evaluation Committee determined that **EMS Management & Consultants, Inc.** submitted the proposal most advantageous to the City. The firm demonstrated strong qualifications, including relevant experience providing EMS billing services for government agencies, a comprehensive approach to the EMS billing lifecycle with a focus on regulatory compliance, effective operational processes and staffing structure, and a competitive and transparent cost proposal.

Based on the evaluation criteria set forth in the RFP and the final scoring, the Evaluation Committee recommends award of the contract to EMS Management & Consultants, Inc.

Sincerely,

Arely Peek,
Procurement Officer

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

29.

Meeting Date: 04/09/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Approval to advertise RFP 26-006 for construction services and repairs to City-owned facilities and infrastructure (Cavin/Rogers).

BACKGROUND:

Initiated by: Mac Rogers

This request is for approval to advertise RFP 26-006 for construction services and repairs to City-owned facilities and infrastructure. We're requesting competitive sealed proposals from qualified Offerors to establish Job Order Contracts (JOC) for renovation, repair, new construction, and remodeling services on an Indefinite Delivery, Indefinite Quantity (IDIQ) basis. The intent of this contract is to support the timely, efficient, and cost-effective maintenance, repair, and preservation of City-owned facilities and infrastructure.

FINANCIAL CONSIDERATION

Costs for services are established following a qualifications-based selection and contract negotiation process.

LEGAL REVIEW:

None at this time.

BOARD AND COMMITTEE ACTION:

Legal Committee recommended approval (5-0) at their March 26, 2026, meeting.

STAFF RECOMMENDATION:

Proceed as presented

Attachments

RFP DRAFT SOW

DRAFT SCOPE OF WORK

CITY OF ROSWELL



REQUEST FOR PROPOSALS

RFP: 26-006

CONSTRUCTION SERVICES & REPAIRS

RFP Issue Date: Click or tap to enter a date.

PROPOSAL DUE:

**PURCHASING DEPARTMENT
425 N. RICHARDSON
ROSWELL, NM 88201**

DRAFT SCOPE OF WORK

PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to solicit competitive sealed proposals from qualified Offerors to establish Job Order Contracts (JOC) for renovation, repair, new construction, and remodeling services on an Indefinite Delivery, Indefinite Quantity (IDIQ) basis. The intent of this contract is to support the timely, efficient, and cost-effective maintenance, repair, and preservation of City-owned facilities and infrastructure.

The city is implementing Job Order Contracting (JOC) to complete projects more efficiently and to ensure clear and fair price competition for the construction industry while streamlining the project development process. This method provides transparent, consistent, and verifiable pricing while streamlining project delivery and reducing the need for separate solicitations for each project.

The city intends to award this RFP as a multiple-source award to responsive and responsible Offerors.

SUMMARY SCOPE OF WORK

The scope of work includes, but is not limited to, remodeling, restoration, repair, removal and replacement of building components, alterations, rehabilitation, renovation, and new construction projects. Work may also include installation and repair of stucco, masonry, concrete, framing, fencing, gypsum board and finishes, painting, casework, trim, flooring, windows, elevators, doors and hardware, metal and steel work, landscaping, demolition, paving, excavation, and other general construction services as required.

The Contractor shall be qualified to perform upgrades and repairs to existing facilities, as well as new construction, additions, and related improvements to City-owned buildings and infrastructure.

All work shall be performed on an on-call, as-needed basis through the issuance of individual Job Orders. For each project, the Contractor shall develop a detailed scope of work and a corresponding price proposal. The price proposal shall include all labor, materials, equipment, supervision, permits, overhead, profit, and all incidental costs necessary to complete the work.

All work shall comply with applicable federal, state, and local laws, codes, and regulations,

DRAFT SCOPE OF WORK

including current building codes and safety standards. All installations shall be performed in accordance with manufacturer specifications and accepted industry standards by properly trained and qualified personnel.

All materials shall be new, of high quality, and compatible with existing materials unless otherwise approved by the City. The Contractor shall maintain clean and safe work areas at all times, control construction debris, and properly dispose of all waste materials at approved disposal facilities in accordance with applicable regulations.

DUTIES AND RESPONSIBILITIES

The selected Offeror(s) shall:

1. Provide construction services on an on-call or as-needed basis as directed by the city through its authorized department representative.
2. Furnish all labor, supervision, materials, equipment, tools, transportation, permits, licenses, bonds (when required pursuant to NMSA 1978, §13-4-18), insurance, traffic control, safety measures, and all incidentals necessary to complete each assigned Job Order.
 - a. If materials, equipment, or systems are installed in a manner which is not in conformance with the requirements of these specifications and for which the contractor has not received written approval, removal of all unauthorized materials and installation of those indicated or specified shall be provided at no extra cost to the City.
3. Maintain all licenses required by the State of New Mexico Construction Industries Division (CID) and ensure that all work is performed in accordance with applicable state and local building codes and regulations.
 - a. Work performed under this RFP requires a GB-98 license from the State of New Mexico Construction Industries Division.
4. Obtain all required permits and coordinate all inspections necessary for project completion.
 - a. All work and materials shall comply with the recommendations and standards as set forth in the latest edition(s) of applicable City, State, County, and National codes and ordinances.
 - b. As required by CID, the contractor shall pay for permit drawings required to perform the work called for in the owner's scope. Drawings shall include all details necessary for proper installation.

DRAFT SCOPE OF WORK

5. Comply with the Public Works statutes (NMSA 1978, §§13-4-1 through 13-4-43, when applicable), and all other federal, state, and local laws, ordinances, and regulations.
 - a. Pursuant to NMSA 1978 §13-4-11, every Job Order or project in excess of sixty thousand dollars (\$60,000) shall comply with the statute.
 - b. Please refer to the NM Workforce Solutions website for prevailing wage rates.
 - c. Prevailing wage decisions will be issued per project when the project is identified and exceeds sixty thousand dollars (\$60,000).
 - d. Any Contractor, Prime Contractor or Subcontractor wishing to be considered for award of any portion of a public works project greater than sixty thousand dollars (\$60,000) must be registered with the Department of Workforce Solutions, pursuant to NMSA 1978 §13-4-13.1.
6. Provide performance and payment bonds for individual projects when required by law.
 - a. In accordance with NMSA 1978, §13-4-18, the successful Offeror, upon notification of award, shall deliver the required performance and materials/payment bonds in the amount of one hundred percent (100%) for any project which exceeds twenty-five thousand dollars (\$25,000.00), or provide satisfactory evidence that such bonds will be furnished within seven (7) days. Bond must be satisfactory to the City and executed by a surety company authorized to do business in the State of New Mexico.
 - b. Offerors shall be responsible for securing all applicable bonds, and the cost of all bonding shall be included in the Offeror's price proposal.
7. Maintain a safe work environment in compliance with OSHA and all applicable safety regulations.
 - a. The Contractor shall take all necessary precautions to protect the site occupants from hazardous conditions.
 - b. The Contractor shall be responsible for damage to persons or property that occurs as a result of the Contractor's fault or negligence, or that of the Contractor's employees and/or agents, in connection with this contract.
8. Maintain accurate project documentation, including invoices, certified payrolls (if applicable), change orders, and supporting records, and make such records available to the City upon request.
9. Maintain clean and orderly work areas and properly dispose of all construction debris at approved disposal facilities.
 - a. Contractor shall be responsible for any and all fees associated with disposal of construction debris.
10. Not commence any work until receipt of written authorization from the city in the form of a Purchase Order and Notice to Proceed.

Regular City Council Meeting

30.

Meeting Date: 04/09/2026

COMMITTEE: N/A

CONTACT: Amalia Martinez

CHAIR: Mayor Pro Tem

Summary:

Approval of the minutes from the Regular City Council meeting on March 12, 2026. (Corn/Martinez)

Attachments

DRAFT - March 12, 2026 City Council Minutes

**Roswell City Council
Chaves County Administrative Center
Commission Chambers-#1 St. Mary's Place
Roswell, New Mexico 88203
Thursday, March 12, 2026, at 6:00 pm**

Notice of this meeting was given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 25-28.

The meeting reconvened at 6:01 p.m. with Mayor Jennings presiding:

ROLL CALL VOTE:

Ed Heldenbrand	Present
Juliana Halvorson	Absent
Juan Oropesa	Present
Kurt Gass	Present
Angela Moore	Present
Darrell Johnson	Present
Will Cavin	Present
Cristina Arnold	Present
Robert Corn	Present
Carlos Marrujo	Present

Councilor Marrujo led in prayer, and Mayor Pro Tem Corn led in the Pledge of Allegiance.

APPROVAL OF THE AGENDA

1. Approval of agenda - approve the agenda for the March 12, 2026, Regular City Council Meeting.

ROLL CALL VOTE:

Ed Heldenbrand	Yes
Juan Oropesa	Yes
Kurt Gass	Yes
Angela Moore	Yes
Darrell Johnson	Yes
Will Cavin	Yes
Cristina Arnold	Yes
Robert Corn	Yes
Carlos Marrujo	Yes

MOTION: Mayor Pro Tem Corn made a motion to approve the agenda. Councilor Cavin was the second.

MOTION PASSED: 9-0

2. Approval of consent agenda - approve the consent agenda for the March 12, 2026, Regular City Council Meeting.

ROLL CALL VOTE:

Ed Heldenbrand	Yes
Juan Oropesa	Yes
Kurt Gass	Yes
Angela Moore	Yes
Darrell Johnson	Yes
Will Cavin	Yes
Cristina Arnold	Yes
Robert Corn	Yes
Carlos Marrujo	Yes

MOTION: Mayor Pro Tem made a motion to approve the consent agenda. Councilor Marrujo was the second.

MOTION PASSED: 9-0

CONSENT ITEMS (items 3-18 will be approved at the time of the approval of the consent agenda)

3. Approval to award ITB-26-008 to Mevacon LLC- for construction of the Roswell Public Library Children's Garden/Jardín de Niños project in the amount of \$297,774.70, which includes applicable New Mexico Gross Receipts Tax (GRT).

4. Approval of the allocation of \$150,000.00 from the Public Safety Tax Fund for architectural and engineering design services for the Fire Station #2 Remodel Project.

5. Approval of the purchase of one (1) Kubota M6S-111SHDC2 4WD midsize utility tractor with cab and attachments, through the Sourcewell Cooperative Purchasing Contract No. 112624-KBA, in the total amount of \$88,220.99, for use in support of the Mobile ARFF Prop.

6. Award of Roswell Waste Water Treatment Plant Gate Replacement Design Project to Molzen Corbin in the amount of \$396,357.74 which includes GRT.

7. Approval of change order in the amount of \$151,712.83 to increase PO 22600812 for ITB-25-002 West Country Club Twin Reservoirs Repair Project from current amount of \$2,586,151.21 to a new amount of \$2,737,864.04.

8. Approval to purchase replacement network infrastructure equipment from Ardham Technologies, Inc. in the total amount of \$196,844.03 through New Mexico Statewide Price Agreement Contract Number 60-00000-25-00021.

9. Approval of the recommendation of award for ITB-26-009 -- Bathroom Remodel Project to Hubbard & Sons Inc. in the amount of \$37,078.15 (including Gross Receipts Tax).

10. Approval for the purchase of a new Mac Roll-Off Truck from Bruckner Truck Sales in the amount of \$250,093 utilizing H-GAC Contract #HT06-20.

11. Approval of a budget adjustment in the amount of \$14,122.00 to contract Tascosa for the procurement and installation of furniture for five offices associated with the relocation of PVRCC Emergency 911 Center.

Resolution(s)

12. Resolution 26-10: Adoption of Resolution 26-10 to dispose of certain surplus personal property.

13. Resolution 26-11: Adoption of Resolution 26-11 approving a budget adjustment for the fiscal year ending June 30, 2026.

14. Resolution 26-12: Adoption of Resolution 26-12 pursuant to the New Mexico Open Meetings Act.

15. Resolution 26-13: Weeds - The Resolution shall mandate the cleanup of approximately fourteen (14) separate properties within the City.

16. Resolution 26-14: Condemnations - adoption of Resolution 26-14: the removal or demolition of three (3) dilapidated structures.

17. Resolution 26-15: Adoption of Resolution 26-15: Adopting the City of Roswell Asset Management Plan.

Minutes

18. Approval of the minutes from the Regular City Council meeting on February 12, 2026.

NON-ACTION ITEMS (Information Items)

19. Airport Updates (Bobbi Thompson)

20. SkyWest (Tania Stephenson)

Tania Stephenson was unable to attend this City Council meeting. Her presentation will be rescheduled for the April 9, 2026, City Council meeting.

21. Airport Advisory Commission Updates (Bobbi Thompson)

22. Employee Out-of-State Travel

23. Proclamation Mike Mathews (Mayor Tim Jennings)

A proclamation was presented honoring the retirement of the Deputy City Manager, Mike Mathews, who is concluding nearly 41 years of dedicated service to the City. The Mayor and City Council expressed their deep appreciation for his exceptional commitment, hard work, and steadfast leadership throughout his tenure. His professionalism, integrity, and long-standing presence have made a significant and lasting impact on the organization and the community. The Council conveyed its sincere gratitude and extended best wishes for his retirement.

24. Presentation and Discussion of the Internal City Auditor's Recent Audit Report (Mayor Pro Tem Corn)

Councilor Heldenbrand has requested a discussion of the reporting requirements of the City Auditor at the next Legal Committee meeting

PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS

James Tucker, Matthew Gonzales, and Michaela Merz each addressed the Mayor and Council members regarding various matters.

PUBLIC HEARING(S)

25. Ordinance 26-02: Hold a public hearing to consider adopting proposed Ordinance 26-02: An ordinance for the sale of Real Property and approval for the City of Roswell to enter into a Purchase and Sale Agreement with EquipmentShare.com Inc.

BACKGROUND: The property is located on Monksdale Road, Roswell, Chaves County, New Mexico.

MOTION: Councilor Cavin made a motion to adopt proposed Ordinance 26-02: An ordinance for the sale of Real Property and approval for the City of Roswell to enter into a Purchase and Sale Agreement with EquipmentShare.com Inc. Councilor Gass was the second.

ROLL CALL VOTE:

Ed Heldenbrand	Yes
Juan Oropesa	Yes
Kurt Gass	Yes
Angela Moore	Yes
Darrell Johnson	Yes
Will Cavin	Yes
Cristina Arnold	Yes
Robert Corn	Yes
Carlos Marrujo	Yes

MOTION PASSED: 9-0

NEW BUSINESS / REGULAR ITEMS

26. Approval of contract, or one substantially similar, between Lifehouse Carlsbad and the City of Roswell for the Provision of Opioid Abatement / Treatment Services.

BACKGROUND: The City of Roswell has received over \$2,000,000.00 in settlement money related to class action lawsuits regarding Opioids and has done nothing with it for years. These funds may only be used for specific Opioid recovery purposes. LifeHouse is a nonprofit organization that focuses on and has been active in southeastern New Mexico, successfully utilizing a holistic approach in treating substance abuse, and in particular, opioid abuse. In 2023, Lifehouse was awarded a bid for Opioid Crisis Services in Eddy County, and their program has been successful to date. Roswell seeks to take advantage of this successful arrangement in Eddy County and tailor it to Roswell's needs.

FOR THE RECORD: Councilor Arnold recused herself as a member of the government and will be speaking as a member of the public.

FOR THE RECORD: Councilor Halvorson joined via GoTo at 7:47 PM

MOTION: Councilor Cavin made a motion to approve the contract, or one substantially similar, between LifeHouse Carlsbad and the City of Roswell for the Provision of Opioid Abatement/Treatment Services. Councilor Gass was the second.

VOTE: A voice vote was unanimous, with Councilor Arnold recusing herself as a member of the government and speaking as a member of the public, and Councilor Halvorson joining the meeting via GoTo.

MOTION PASSED: 9-0

Resolution(s)

27. Resolution 26-16: Adoption of Resolution 26-16: Relating to Industrial Revenue bonds.

BACKGROUND: Gallagher Solar LLC seeks to develop a 2.70-megawatt (AC) community solar energy facility on two parcels of land (4-137-062-172-063-000000; 4-137-062-189-117-000000), also known as "Lots One and Two (1 & 2) of Gallagher Summary Replat," located at 1612 E 2nd St, Roswell, NM 88201 (the "Property"). The Project was granted a Conditional Use Permit under Zoning Case CUP-25-0046. The Applicant intends to develop all the property with a community solar energy facility. Community solar is a relatively new feature in New Mexico that allows local residents to receive a direct benefit by subscribing to receive credits, which lowers their electricity bills. The 2.70-megawatt system is sufficient to provide credits to approximately 600 homes in Xcel. This facility will produce electric energy through a power generation facility under the "Community Solar Act," for use by the Company, which will constitute an industrial development project. The County has already been contacted and is not opposed to the issuance of this IRB. This resolution is the first step in issuing an IRB.

MOTION: Councilor Cavin made a motion to adopt Resolution 26-16: Relating to Industrial Revenue bonds. Councilor Moore was the second.

ROLL CALL VOTE:

Ed Heldenbrand	Yes
Juliana Halvorson	Yes
Juan Oropesa	Yes
Kurt Gass	Yes
Angela Moore	Yes
Darrell Johnson	Yes
Will Cavin	Yes
Cristina Arnold	Yes
Robert Corn	Yes
Carlos Marrujo	Yes

MOTION PASSED: 10-0

Ordinance(s)

28. Ordinance 26-04: Authorize to advertise for a public hearing on proposed Ordinance 26-04, An Ordinance Amending the City of Roswell's Purchasing Procedures.

BACKGROUND: The original proposed ordinance by Councilor Heldenbrand sought to clarify what procurements and contracts need to be presented to the council, when, and how the City manager may promulgate policies and procedures. Since the initial drafting of the proposed ordinance, the City has hired an Internal Auditor. As part of her services, the auditor shall "[c]ommunicate with City Leadership, including the City Manager, the Mayor, the Finance and Audit Committee, any identified deficiencies and weaknesses, and make recommendations for improvements on a regular basis." At the February Governing Body meeting, at the request of the City Manager, this proposed ordinance was referred by the Governing Body to the Legal Committee for consideration in light of the Internal Auditor's suggestions. The Internal Auditor's initial report to the Audit Committee is in draft, but due to the timing and subject matter of the proposed ordinance, the City Manager placed the suggestions before the legal committee.

MOTION: Councilor Cavin made a motion to authorize to advertise for a public hearing on proposed Ordinance 26-04, An ordinance Amending the City of Roswell's Purchasing Procedures. Councilor Arnold was the second.

ROLL CALL VOTE:

Ed Heldenbrand	No
Juliana Halvorson	Yes
Juan Oropesa	Yes
Kurt Gass	No
Angela Moore	Yes

Darrell Johnson	No
Will Cavin	Yes
Cristina Arnold	Yes
Robert Corn	No
Carlos Marrujo	No
Mayor Jennings	Yes

MOTION PASSED: 6–5 vote, with Mayor Jennings voting in favor to break the tie.

COUNCILOR COMMENTS (Information Only)

Councilor Cavin announced that his son is now back in the United States and eager to report back to work at the Roswell Police Department. He will be coming home to Roswell in the next couple of weeks.

CITY MANAGER REPORTS/ANNOUNCEMENTS (Information Only)

City Manager Hess Yntema announced that the budget is balanced.

Adjournment

Meeting adjourned at 8:34 PM

Approved on this 9th day of April 2026.

(City Seal)

Timothy Z. Jennings, Mayor

Amalia Martinez, City Clerk

Prepared by: Angela Garcia

Regular City Council Meeting

33.

Meeting Date: 04/09/2026

COMMITTEE: N/A

CONTACT: Amalia Martinez

CHAIR: N/A

Summary:

Out-of-State Travel (Informational Only)

Attachments

Out-of-State travel for Wastewater (Andrew Valadez)

Travel Memo James MacCornack

Roswell Police Department Out of State Travel

ROW Out of State Travel

Museum - Aaron Wilder

MEMORANDUM

City of Roswell

To: CITY COUNCIL MEMBERS

From: Hess Yntema

Date: 3-24-26

Subject: Out-of-State travel for Wastewater

Employee Name: Andrew Valadez

Dates: April 6 -10, 2026

Location: Washington, DC

Purpose: The City of Roswell Emergency Sewer Repairs project from New Mexico was selected to receive the “Excellence in Innovative Financing” recognition for the 2026 PISCES program. EPA would like to recognize the City of Roswell at the [2026 CIFA Water Infrastructure Summit](#) on April 8th in Washington, DC, so that we may congratulate the New Mexico SRF and the City of Roswell on their efforts in supporting this project.



MEMORANDUM
City of Roswell

To: CITY COUNCIL MEMBERS
From: Hessel Yntema, City Manager
Date: 3/25/2026
Subject: Out-of-State travel for (Department)

Employee Name: James MacCornack
Dates: 4/6/2026 through 4/10/2026
Location: Washington, D.C.
Purpose: Travel to Washington D.C. to attend the 2026 CIFA Water Infrastructure Summit and receive 2026 PISCES award for City of Roswell Emergency Sewer Repairs project completed after the October 2024 flood event.



Roswell Police Department

CHIEF ALBERTO ALDANA



MEMORANDUM

To: City Council Members

From: Deputy Chief Ryan Craine

Date: March 30, 2026

Subject: Notification of Out-of-State Training for Department Personnel

Dear Council Members,

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

1. Miguel Barrientos and Matthew Shappard

- o **Rank/Position:** Detectives
- o **Training Program:** National Missing and Unidentified Persons Conference
- o **Location:** Las Vegas, Nevada
- o **Dates:** April 21st, 2026 – April 23rd, 2026
- o **Purpose/Objective:** These conferences provide up-to-date training on best practices, new technologies, and proven strategies for locating missing individuals and identifying unidentified remains. Along with bringing back valuable information, training, and resources to their team and department, they improve overall response and outcomes.

2. Trong Nguyen, Narciso Santillan, Bryan Barela, Skye Wentland, Steven Willis, Danny Flott, Alex, Barleen, Justin Dollar, Nicolas Berumen, Jonah Gamboa

- o **Rank/Position:** Swat Team
- o **Training Program:** Swat Conference
- o **Location:** Round Rock, Texas
- o **Dates:** April 23rd, 2026 – April 27th, 2026
- o **Purpose/Objective:** To obtain advanced certifications for new SWAT team members and recertify the active team members.

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

Sincerely,

Deputy Chief Ryan Craine



Roswell Police Department

CHIEF ALBERTO ALDANA



MEMORANDUM

To: Mayor and City Council

From: Deputy Chief Ryan Craine

Date: 3/30/2026

Subject: Travel reimbursement request – Officer Steven Willis (Resolution 24-55)

In accordance with Resolution 24-55, which requires prior approval for any individual receiving more than \$1,500 in travel reimbursements within a single fiscal year, this memorandum serves as the formal request on behalf of Officer Steven Willis.

Officer Willis is scheduled to travel to Round Rock, Texas, from April 23, 2026, through April 27, 2026, to attend a SWAT Conference in his capacity as a member of the department's tactical team. This conference provides critical training and updates on tactical operations, team coordination, risk assessment, and national best practices related to high-risk law enforcement situations.

Attendance at this conference will directly benefit both Officer Willis and the Roswell Police Department. The knowledge and skills gained will enhance his ability to respond effectively to critical incidents, improve team coordination, and support the department's ongoing commitment to officer safety and public protection.

Officer Willis is requesting reimbursement for expenses associated with this conference. This reimbursement will cause his total for the fiscal year to exceed the \$1,500 limit; therefore, this request is submitted for City Council review and approval in accordance with Resolution 24-55.

At this time, no additional travel is scheduled for Officer Willis. However, future travel may occur within this fiscal year should further training or professional development opportunities arise.

Please advise if any additional information or documentation is required.

Respectfully,

Deputy Chief Ryan Craine



Roswell Police Department

CHIEF ALBERTO ALDANA



MEMORANDUM

To: Mayor and City Council

From: Deputy Chief Ryan Craine

Date: 3/30/2026

Subject: Travel reimbursement request – Officer Roberto Cardiel (Resolution 24-55)

In accordance with Resolution 24-55, which requires prior approval for any individual receiving more than \$1,500 in travel reimbursements within a single fiscal year, this memorandum serves as the formal request on behalf of Officer Roberto Cardiel.

Officer Cardiel, a Traffic Officer with the department, is scheduled to attend Traffic Reconstruction training in Albuquerque, New Mexico. This training provides advanced instruction in crash investigation, scene analysis, evidence documentation, and reconstruction techniques used to determine contributing factors in serious and fatal traffic collisions.

Officer Cardiel is requesting reimbursement in the amount of \$350 for expenses associated with this training. Additionally, he is requesting approval for reimbursement for a course he will be attending from April 12, 2026, through April 24, 2026, as well as any future travel that may occur within the fiscal year for continued training and professional development.

Attendance at these courses will directly benefit both Officer Cardiel and the Roswell Police Department. The knowledge and skills gained will enhance his ability to conduct thorough and accurate crash investigations, support successful case outcomes, and improve overall traffic safety within the community.

This reimbursement will cause his total for the fiscal year to exceed the \$1,500 limit; therefore, this request is submitted for City Council review and approval in accordance with Resolution 24-55.

At this time, no additional travel is scheduled beyond the dates listed; however, additional travel may occur should further training opportunities arise.

Please advise if any additional information or documentation is required.

Respectfully,

Deputy Chief Ryan Craine



MEMORANDUM

City of Roswell

To: CITY COUNCIL MEMBERS
From: Bobbi Thompson, Airport Director 
Date: 04/01/2026
Subject: Out-of -State travel for Airport

Employee Name: Paul Vigil
Dates: 03/30/2026-04/01/2026
Location: Dallas, TX
Purpose: Travel to Dallas, TX, to meet with the FAA to discuss updates to the Airport Certification Manual (ACM).



Roswell Museum

MEMORANDUM

To: City Council Members
From: Caroline Brooks
Date: April 3, 2026
Subject: Out-of-State travel for Museum

Employee Name: Aaron Wilder
Dates: May 11-14
Location: Austin, Texas
Purpose: Attendance at a workshop for instruction on mandatory federal compliance with NAGPRA regulations (Native American Graves Protection and Repatriation Act) for the museum's Native American collection.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

34.

Meeting Date: 04/09/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Ordinance 26-04: Authorize to advertise for a public hearing on proposed Ordinance 26-04, An Ordinance Amending the City of Roswell's Purchasing Procedures. (Cavin/Nairn-Mahan)

BACKGROUND:

Initiated by: Councilor Edward Heldenbrand / Internal Auditor Judy Scharmer / City Manager

The original proposed ordinance by Councilor Heldenbrand sought to clarify what procurements and contracts need to be presented to the council, when, and how the City manager may promulgate policies and procedures. Since the initial drafting of the proposed ordinance, the City hired an Internal Auditor. As part of her services, the auditor shall "[c]ommunicate with City Leadership, including the City Manager, the Mayor, the Finance and Audit Committee, any identified deficiencies and weaknesses, and make recommendations for improvements on a regular basis." At the February Governing Body meeting, at the request of the City Manager, this proposed ordinance was referred by the Governing Body to the Legal Committee for consideration in light of the Internal Auditor's suggestions. The Internal Auditor's initial report to the Audit Committee is in draft, but due to the timing and subject matter of the proposed ordinance, the City Manager placed the suggestions before the legal committee.

FINANCIAL CONSIDERATION

No financial impact at this time.

LEGAL REVIEW:

Both proposals are legally sufficient.

BOARD AND COMMITTEE ACTION:

This item was referred to the Legal Committee by the Governing Body. This is the first time the Auditor's suggestions will be presented to the Legal Committee. The Legal Committee approved 4-1 at its meeting on February 26, 2026. The City Council voted 6-5, with Mayor Jennings voting in favor to break the tie,

STAFF RECOMMENDATION:

Given the Internal Auditor's recommendations and justification, the staff recommends adoption of the auditor's proposal.

Attachments

Ordinance
Procurement Current
Procurement EH
Procurement Auditor

Finance and Audit Committee Memorandum

TO: Finance and Audit Committee

FROM: Judy Scharmer, Internal Auditor

DATE: 03 February, 2026

SUBJECT: Purchasing Thresholds, Management Delegation, and Preservation of Council Oversight

Purpose

This memorandum explains the rationale for proposed revisions to Ordinance 26-01 that establish defined purchasing thresholds, delegate routine purchasing authority to City management, and enhance transparency and fiscal oversight for the City Council, particularly through the Finance and Audit Committee.

Council Authority and Governance Are Preserved

The proposed revisions do not diminish the City Council's ability to govern. The Council retains full authority to adopt the annual budget and appropriate public funds, approve all unbudgeted expenditures regardless of amount, approve high-value and policy-significant contracts, oversee City finances through committee review, reporting, and audits, and require ratification of emergency procurements. These revisions clarify the distinction between Council's governance and policy responsibilities and management's administrative execution within Council-approved limits.

Why Purchasing Thresholds Are Appropriate

Clear purchasing thresholds are a recognized best practice in municipal government. They focus Council review on transactions that present material fiscal or policy risk, reduce delays and administrative burden for routine, budgeted operations, and improve accountability by establishing predictable and transparent approval standards. The proposed thresholds—\$250,000 annual contract value or \$500,000 aggregate multi-year commitment—are intended to capture transactions that meaningfully affect the City’s financial position while allowing efficient daily operations.

Unbudgeted Expenditures Remain a Council Decision

Under the proposed ordinance, any purchase or contract that is not budgeted or appropriated must receive Council approval, regardless of dollar amount. This preserves the Council’s authority over public funds and ensures management cannot commit the City to expenditures outside the adopted budget.

Transparency and Oversight Are Strengthened

Rather than requiring pre-approval of routine transactions, the ordinance emphasizes ongoing transparency, including monthly purchasing and contract reports to the Finance Committee, disclosure of large purchases, sole-source and emergency procurements, and reporting of significant contract amendments and cumulative spending. This approach allows Council to monitor trends, ask informed questions, and intervene when necessary.

Conclusion

The proposed purchasing framework balances efficient administration with strong fiscal oversight, preserves the City Council’s governing authority, reinforces transparency and accountability, and enables professional management to operate effectively within Council-approved budgets and policies.

ORDINANCE 26-04

AN ORDINANCE AMENDING THE CITY OF ROSWELL'S PURCHASING PROCEDURES

WHEREAS, The City of Roswell is a local public body subject to the Procurement Code NMSA 1978, § 13-1-67, *and*

WHEREAS, The City has the authority enter into contracts and to procure personal property and services per NMSA 1978, § 3-18-1 *and*

WHEREAS, The Governing Body shall control the finances and property of the municipality, appropriate money for municipal purposes only, and provide for payment of debts and expenses of the municipality, NMSA 1978, § 3-37-2.

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

SECTION Chapter 2 of the Roswell Code is amended as follows

ARTICLE V. PURCHASING PROCEDURES

Sec. 2-141. Application of procurement code.

- (a) "Procurement code" shall mean the provisions of the New Mexico Procurement Code as set forth in NMSA 1978, § 13-1-28 through 13-1-199, and all amendments thereto following the effective date of this article.
- (b) The City of Roswell, as a non-charter municipality in the State of New Mexico, is subject to the provisions of the procurement code.
- (c) The purchasing division of the finance department shall be the central purchasing office for the city, as that term is defined in the procurement code.
- (d) The city manager is authorized to adopt and amend policies and procedures for purchases of tangible personal property, services and construction on behalf of the city that are consistent with the provisions of the procurement code. The policies and procedures shall be updated to conform to changes made to the procurement code by the state legislature. The city manager may adopt additional requirements and controls for procurements which are more restrictive than the procurement code.
- (e) The threshold amounts set forth under the definition of "small purchases" under the procurement code (NMSA 1978, § 13-1-125), as may be amended, shall apply as part of the

city's policies and procedures for the purchases of tangible personal property, services and construction on behalf of the city.

(f) All purchases of tangible personal property, services and construction on behalf of the city shall be subject to the city's policies and procedures for purchasing unless otherwise exempted by the provisions of the procurement code.

PASSED, ADOPTED, SIGNED and APPROVED _____, _____.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST

Amalia Martinez, City Clerk

Councilor Heldenbrand Proposal
ORDINANCE 26-04

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- (c) The purchasing division of the finance department shall be the central purchasing office for the city, as that term is defined in the procurement code.
- (d) Following a 30-day notice and comment period to the Governing Body, the city manager is authorized to adopt and amend policies and procedures for purchases of tangible personal property, services and construction on behalf of the city that are consistent with the provisions of the procurement code. The policies and procedures shall be updated to conform to changes made to the procurement code by the state legislature. The city manager may adopt additional requirements and controls for procurements which are more restrictive than the procurement code.

(e) The threshold amounts set forth under the definition of "small purchases" under the procurement code (NMSA 1978, § 13-1-125), as may be amended, shall apply as part of the city's policies and procedures for the purchases of tangible personal property, services and construction on behalf of the city.

(f) All purchases of tangible personal property, services and construction on behalf of the city shall be subject to the city's policies and procedures for purchasing unless otherwise exempted by the provisions of the procurement code.

.....

Sec.

(a) Before execution, any subject to the procurement code valued over \$60,00.00 per annum shall be approved by the governing body, excluding emergency procurements, which shall be ratified as circumstances require.

1. Procurements under existing coappropriated for the applic

2. Monthly, all purchases made subject to existing contracts shall be presented to the Finance Committee.

(b) Whenever a competitive sealed proposal is required under the procurement code, the award of such a proposal shall be approved by the Governing Body.

(c) The City Manager shall cause to be presented to the appropriate Governing Body committee, for prior approval, any competitive sealed proposal whose cost is not appropriated for the applicable fiscal year. Such presentation shall include the best estimate of anticipated costs for the proposal.

1. Any competitive sealed proposal whose cost is not budgeted for the fiscal year by the

Secs. 2-142-180. Reserved.

Internal Auditor Recommendation

ORDINANCE 26-04

AN ORDINANCE AMENDING THE CITY OF ROSWELL'S PURCHASING PROCEDURES

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apply as part of the city's policies and procedures for the purchases of tangible personal property, services, and construction on behalf of the city.

- (f) All purchases of tangible personal property, services, and construction on behalf of the city shall be subject to the city's policies and procedures for purchasing unless otherwise exempted by the provisions of the procurement code.

.....

Sec. 2-14

- a) Delegation of authority (budgeted purchases).

Within appropriations approved by the Governing Body in the annual budget, the City Manager or designee is authorized to approve and execute purchases, contracts, and amendments in accordance with the thresholds set forth in this section.

- b)

Governing Body approval is required prior to execution for: (1) any unbudgeted or unappropriated expenditure, regardless of amount; (2) any contract with an Annual Contract Value exceeding \$250,000; (3) any contract with an aggregate multi-year commitment exceeding \$500,000

- c) Competitive sealed proposal awards shall require Governing Body approval only when unbudgeted or when the Annual Contract Value exceeds \$250,000 or the aggregate multi-year commitment exceeds \$500,000. All other budgeted awards may be approved by the City Manager.
- d) The City Manager shall provide the Finance Committee with a
- e) In an emergency as defined by the Procurement Code, the City Manager may approve necessary procurements without prior Governing Body approval to protect life, safety, or property. Such actions shall be reported to the Finance Committee at the next regular meeting and presented to the Governing Body for
- f) Competitive sealed proposal awards shall require Governing Body approval only when unbudgeted or when the Annual Contract Value exceeds \$250,000 or the aggregate multi-year commitment exceeds \$500,000. All other budgeted awards may be approved by the City Manager.

Sec. 2-14

PASSED, ADOPTED, SIGNED and APPROVED _____, _____.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST

Amalia Martinez, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

35.

Meeting Date: 04/09/2026

COMMITTEE: N/A

CONTACT: N/A

CHAIR: Juliana Halvorson

ACTION REQUESTED:

Hold a public hearing and vote on a transfer of ownership and change of location of dispenser Liquor License No, DIS-000897 with on premises consumption only with patio service. Majec Gala, LLC d[b]a The Gala Event Center, located at 3 Petro Drive, Roswell, NM 88201 (Corn/Nairn-Mahan)

BACKGROUND:

Initiated by: Majec Gala, LLC d[b]a The Gala Event Center

Under NMSA 1978 § 60-6B-4, the governing body is required to conduct a public hearing on the application and must, by roll-call vote, approve or disapprove the application. The hearing is quasi-judicial in nature and must be conducted accordingly. Majec Galla d[b]a The Gala Event Center, located at 3 Petro Drive, Roswell, NM 88201, has applied for a transfer of ownership and change of location of dispenser Liquor License No. DIS-000897 with on premises consumption only with patio service.

In considering whether to approve or disapprove the application, the governing body may only disapprove of the application if it finds substantial evidence to support one of the following:

- The proposed location is within an area which the sale of alcoholic beverages is prohibited by the laws of New Mexico; or
- The issuance or transfer would be in violation of zoning or other ordinance of the governing body; or
- The issuance or transfer of a license would be detrimental to the public health, safety, or morals of the residents of the local option district. The governing body is required to notify the Director of Alcohol and Gaming Division of the New Mexico Regulation and Licensing Department within thirty (30) days of the public hearing whether it has approved or disapproved the application. This is done by the City Clerk.

FINANCIAL CONSIDERATION

Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body.

LEGAL REVIEW:

The City Attorney has provided the notes for the Council's consideration of the application under the staff recommendation below.

BOARD AND COMMITTEE ACTION:

Due to the time constraints of the Liquor Control Act the applications do not go to a board or committee.

STAFF RECOMMENDATION:

City staff does not make a specific recommendation, but notes the following for the City Council's consideration:

- Because the Alcohol and Gaming Division has granted preliminary approval of the application, the Applicant has established a prima facie entitlement to the license. The burden of disapproval then shifts to the City.
- New Mexico case law has held that the Director of Alcohol and Gaming Division of the New Mexico Regulation and Licensing Department may still issue a license to Joanne J. Baker d/b/a Stellar Coffee Co., located at 315 N. Main Street, Roswell, NM 88201, despite municipal disapproval if there is insufficient evidence to support the disapproval, or if the disapproval is not based on the evidence specific to the applicant or the location. A general disapproval of alcoholic beverage sales is not a valid basis for denial of the license and is consequently not relevant to the decision to be made by the governing body.
- There does not appear to be evidence that the location is in the area where the sale of alcoholic beverages is prohibited by state law.
- There does not appear to be evidence that the sale of alcohol at the location would be in violation of any City zoning law or other ordinance.

Attachments

Application - The Gala Event Center

February 18, 2026

Certified Mail No.: 7021 2720 0001 2204 6149

City of Roswell

Amalia Martinez, City Clerk
425 N Richardson Ave.
Roswell, NM 88201

RECEIVED

FEB 23 2026

Lic. No. /Appl. No.: License No. DIS-000897 | BLA-16316

Name of Applicant: Majec Gala, LLC

Doing Business As: The Gala Event Center

Proposed Location: 3 Petro Drive, Roswell, New Mexico 88201

**CITY CLERK
ROSWELL, NM**

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that “within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer”, we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

- 1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and

regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;

- 2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

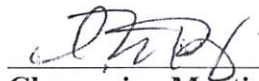
The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP AND CHANGE OF LOCATION OF DISPENSER LIQUOR LICENSE NO. DIS-000897 WITH ON PREMISES CONSUMPTION ONLY WITH PATIO SERVICE

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,



Charmaine Martinez

Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 795-4942 Fax: (505) 476-4595
Email: Charmaine.Martinez2@rld.nm.gov

Enclosures:

1. Page 1 – Business Information (*must be signed and returned w/notices of publication*)
2. Page 2 and 3 – Premises Information
3. Copy of the Zoning Statement
4. Copy of the Floor Plan



Alcoholic Beverage Control Division
Dispenser Intake Application
Application Number: BLA-0000016316



Business Information

Business Information

Business Name: MAJEC GALA, LLC	Type of Business: Alcohol
Business Structure: Limited Liability Company	FEIN: XX-XXX1438
State Tax ID Number: XX-XXXXX7-00-9	
Business Email: majec.gala@gmail.com	Business Phone: 5753172942

Contact Person Information

Contact Person Name: New Mexico Liquor Licenses, LLC c/o Kyla Stoker	Contact Person Phone: 5059805614
Contact Person Email: kyla@newmexicoliquorlicense.com	

Business Mailing Address

Mailing Street: 1212 N. Garden Ave	Mailing City: Roswell
Mailing State: NM	Mailing Zip Code: 88201
Mailing Country: US	

Ownership Transfer Type

Specify the appropriate reason for filing this ownership transfer application?

☒ Applicant Business is buying/acquiring licenses from other business

☐ Applicant Business has a Change in Ownership

If there are new shareholders holding 10% or more ownership interest OR If stock is transferred among existing shareholders and there is a person/business who previously held less than 10% and is now holding 10% or more ownership interest, select "Applicant Business has a Change in Ownership."

Once you navigate to the next screen, you will not be able to change response of this question.

Local Option District Use Only: Local Governing Body of _____ City, County, Village

Public Hearing held on _____ 20____ Please check one: ☐ Approved ☐ Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐ Approved ☐ Disapproved _____

Signed by Director: _____ Date: _____



Alcoholic Beverage Control Division
Dispenser Intake Application
Application Number: BLA-0000016316



Premises Information

License Information

Specify the type of transfer you are applying for?

- ☒ Transfer of Ownership and Location
☐ Transfer of Ownership

License Number: DIS-000897

License Expiration Date: 6/30/26

Current DBA Name: Brews at 7921

Dispenser Type: Inter-Local Dispenser

License Type: Dispenser

Current License Owner: 135 Degrees, LLC

Current Lessee:

Current Premises Address

Physical Street: 7921 Central Avenue Southwest

Physical State: NM

Physical County: Bernalillo

Physical City: Albuquerque

Physical Zip Code: 87121

Local Option District: Albuquerque

Proposed DBA Name

Do you want to change the license DBA Name? Yes

Requested DBA Name: The Gala Event Center

Proposed Premises Physical Address

Is the license moving out of current Local Option District (LOD)? Yes

Physical Street: 3 Petro Drive

Physical Zip Code: 88201

Physical County: Chaves

Local Option District: Roswell

Physical City: Roswell

Physical State: New Mexico

"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Owned by Applicant

The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.

Zoning

Is the proposed premises location zoned? Yes

You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.

Specify the zone for proposed premises location (example C-1): 1-2 Heavy Industrial



Alcoholic Beverage Control Division
Dispenser Intake Application
Application Number: BLA-0000016316



Distance from nearest School

Name of School: Military Heights Elementary School

School Street: 1900 N Michigan Ave

School City: Roswell

School State: New Mexico

School Zip Code: 88201

School Country: United States

School Distance (in feet): More than 1000

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: Poor Clare Monastery of Our Lady of
Guadalupe

Church Street: 809 E 19th St

Church City: Roswell

Church State: New Mexico

Church Zip Code: 88201

Church Country: United States

Church Distance (in feet): More than 1000

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

Premises Information 2

Please specify the appropriate option for the premises that you have specified in the application?

- ☒ A license has never been issued to the location of the proposed premises.
- ☐ A license was once issued to the location of the proposed premises but is no longer being operated at the location.
- ☐ Alcohol operations are currently being performed at the proposed premises by the applicant business.
- ☐ Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	No



Alcoholic Beverage Control Division
Dispenser Intake Application
Application Number: BLA-0000016316



Payment

Fee Name	Fee Amount
Transfer of Loc/Own	200.00
Resident Agent Fee	50.00
Total Fee Amount:	250.00

Attestation/Oath

Under penalty of perjury, I hereby depose and state that I am the person identified in this application and the information given by me is true and complete to the best of my knowledge and belief. I understand that any information contained in this application may be investigated and any false or dishonest answer to any question in this application may be grounds for denial or revocation of my license.

Attestation Signature: Majec Gala LLC

Date: 01/15/2026



City of Roswell
Community Development
400 W 2nd Street
Roswell, NM 88201
575.637.6280

Zoning Verification Letter

Majec Gala LLC d/b/a The Gala Event Center 3 Petro Drive, New Mexico 88201

Legal Summary: Subd: Lot 1, 2 & 3 Petro Industrial Park Summary Replat Lot: 3A
Quarter: NW S: 33 T: 10S R: 24E DOC# 202506088 WD
(Roswell, Chaves County)

Zoning District: 1-2 (Heavy Industrial)

January 12, 2026

State of New Mexico
Regulation & Licensing Department
Alcohol and Gaming Division
PO Box 25101
Santa Fe, New Mexico 87504-5101

To Whom It May Concern:

This zoning verification letter is per the request of Mike Gonzales, President of Majec Gala LLC. The property located at **3 Petro Drive in Roswell, New Mexico and zoned I-2 (Heavy Industrial District)**. Restaurants/food/drink/lounges/liquor and on-premises consumption of alcohol are permitted uses by right within the I-2 zoning district. (Roswell Zoning Ordinance 19-02 Amended March 14, 2019 "Article 30: C-2 Community Commercial District Section 2. Use Regulations A. Permitted Uses are as follows: 20. Restaurants/Food/Drink/Lounges/Liquor)." "Article 38: I-1 Light Industrial District Section 2. Use Regulations A. Permitted Uses are as follows: 1. Any use permitted in the C-2 districts...")." "Article 40: I-2 Heavy Industrial District Section 2. Use Regulations A. Permitted Uses are as follows: 1. Any use permitted in the I-1 district..." Note that for a full understanding of uses permitted or prohibited by the City of Roswell Municipal Code, please refer to the Code in its entirety. The City's website www.roswell-nm.gov provides access to the entire Municipal Code. The link to the amended Zoning Ordinance is: https://library.municode.com/nm/roswell/codes/code_of_ordinances?nodeId=COOR_APXAZO_ART40HEINDI

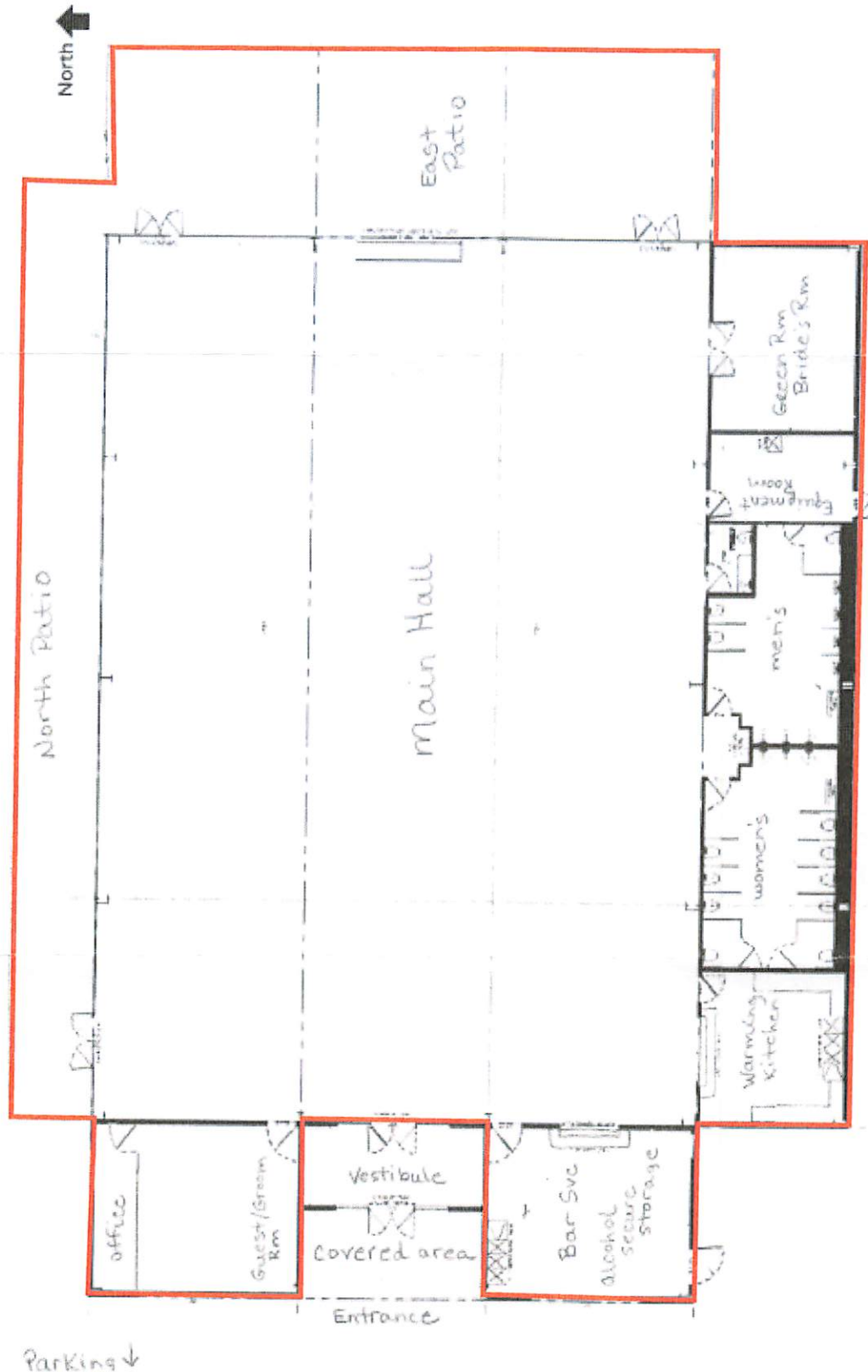


Sincerely,

Merideth Hildreth

Merideth Hildreth, AICP Senior Planner
City of Roswell
575.637.6294 m.hildreth@roswell-nm.gov

roswell-nm.gov



Total SQFT= 16,800sf

TOTAL BLDG SQFT - 12,000 EAST PATIO SQFT - 3,200 NORTH PATIO SQFT-1,600
 Event Center is 3 blocks East of Main Street

THE GALA EVENT CENTER- Roswell, NM
 Both Patios will have 8' Metal Fence

← Petro Drive →

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

36.

Meeting Date: 04/09/2026

COMMITTEE: N/A

CONTACT: C. Josh Nairn-Mahan

CHAIR: Mayor Pro Tem

ACTION REQUESTED:

Approval for a permanent change to the floor plan of a licensed premises for Walmart Stores East, LP d/b/a Walmart Supercenter #611 located at 4500 N. Main Street, Roswell, NM 88201. (Corn/Nairn-Mahan)

BACKGROUND:

Initiated by: Walmart Stores East, LP d/b/a Walmart Supercenter #611

Walmart Stores East, LP, d/b/a Walmart Supercenter #611, holder of Dispenser License No. DIS? 000038, has submitted an application to the New Mexico Regulation and Licensing Department, Alcoholic Beverage Control Division, requesting approval for a permanent expansion/change of the approved floor plan at the licensed premises located at 4500A N. Main Street, Roswell, Chaves County, New Mexico. The proposed change consists of an expansion of 4,180 square feet, increasing the total licensed premises from 203,602 square feet to 207,782 square feet. The added area will be utilized solely by Walmart associates for the preparation and processing of online pickup and delivery orders. The applicant has affirmed that no alcohol will be stored, sold, served, or dispensed in the additional space, and that the existing approved alcohol sales area will remain unchanged. The proposed expansion does not result in a change of street address, does not increase the licensed premises by twenty-five percent (25%) or more, does not bring the premises within 300 feet of a church or school, and does not involve any change in ownership or operation of the licensee. The request is submitted for local governing body review and approval pursuant to applicable provisions of the New Mexico Alcoholic Beverage Control Act and the New Mexico Administrative Code governing permanent changes or expansions to licensed premises.

FINANCIAL CONSIDERATION

None at this time.

LEGAL REVIEW:

The City Attorney has reviewed the application.

BOARD AND COMMITTEE ACTION:

The application did not go to a board or committee.

STAFF RECOMMENDATION:

City staff does not make a specific recommendation.

Attachments

Walmart - Permanent Change of Floor Plan or Expansion of a Liquor



Alcoholic Beverage Control Division
Floor Plan Expansion/Change Intake Application
Application Number: PAR-0000407317



Permanent Change of Floor Plan or Expansion of a Liquor Licensed Premise Application

\$75.00 Fee: all fees non-refundable | NMAC 15.10.32.12 | NMAC 15.10.32.13 | NMAC 15.10.32.14

- The licensee may not serve or sell alcohol in the proposed new area until written approval and a new approved floor plan is received. A licensee must show proof of the entire enclosure for any proposed outdoor areas and any expansion. A site inspection may be required before approval is granted.
- Licensee must obtain written approval and receive a new stamped approved floor plan issued by ABC's staff to begin sales or service of alcohol in the changed or expanded areas.
- 15.11.2.10 FLOOR PLAN: All licensees and their employees shall have access on the licensed premises to a hard copy of the current floor plan approved by the division.

Business Name: WALMART STORES EAST, LP
Lessee:

Licensee DBA Name: WALMART SUPERCENTER #611

License Number: DIS-000038

Licensee Type: Dispenser

License Status: Active

Premises Address: 4500A N. MAIN ST., Roswell, NM 88201

Premises County: Chaves

Premises Local Option District: Roswell

Contact Name: Walmart Licensing

Contact Email: complic@wal-mart.com

Contact Phone: (479) 360-3604

Please specify the appropriate reason for this application? ☒ Expanding Floor Plan ☐ Reducing Floor Plan ☐ Changing Floor Plan

Effective Date of Change: 11/07/2025

Reason for Change: INCREASING ONLINE PICKUP DELIVERY AREA OF 4180 SQ FT. THIS SPACE IS ONLY AVAILABLE TO ASSOCIATES FOR PREPPING AND PROCESSING ONLINE PICKUP DELIVERY. THE ALCOHOL AREA WILL REMAIN THE SAME. WE ARE NOT DISPENSING ALCOHOL FROM THE ADDITIONAL SPACE. WE DO NOT ALLOW ALCOHOL PICKUP YET.

Square Footage (Current): 203602

Square Footage (Adding/Changing): 4180

Final Square Footage: 207782

Has the expansion/change of floor plan resulted in change of premises street address? No

Will the proposed expansion bring the licensed premises within 300 feet of a church or school? No

Do you understand that if the change or expansion of the licensed premises is twenty-five (25%) or more of the total existing square footage, the Director may require the licensee to file an application for a Transfer of Location? Yes

Do you attest that the requested change meets the definition of 'licensed premises' in NMSA 1978 60-3A-3(O), which states in part 'licensed premises means the contiguous areas of the structure and the grounds that are under the direct control of the licensee. Yes

Has there been any change in ownership or operation of Licensee? No

Specify your role with respect to license for which you are requesting the change? ☒ Owner ☐ Lessee ☐ Resident Agent

Required for Expansions Only | Local Option District Review

Local Governing Body of: _____ Village, County, City Check one: ☐ Approved ☐ Disapproved

Signature and Title of Village/County/City Official: _____ Date: _____



Alcoholic Beverage Control Division
Floor Plan Expansion/Change Intake Application
Application Number: PAR-0000407317



Permanent Change of Floor Plan or Expansion of a Liquor Licensed Premise Application

\$75.00 Fee: all fees non-refundable | NMAC 15.10.32.12 | NMAC 15.10.32.13 | NMAC 15.10.32.14

Regular City Council Meeting

Meeting Date: 04/09/2026

COMMITTEE: City Council

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Approval of five-year water rights lease agreement with Leprino Foods Co. for 1,200 acre-feet of City of Roswell water rights, including an option for one (1) five-year renewal term. (Cavin/Nairn-Mahan)

BACKGROUND:

The City of Roswell (Lessor) owns certain Artesian water rights and water wells in Chaves County, New Mexico and proposes to lease a portion of said water rights to Leprino Foods Co. (Lessee) The total water rights Lessor desires to lease to Lessee is 1,200 acre-feet per year at the Lessee's location. The initial term of this proposed lease is from 11/1/2026 to 10/31/2031.

FINANCIAL CONSIDERATION:

During the initial term of this Lease, Lessee shall be entitled to use up to 1200 acre-feet of water per year at the move-to location, for which Lessee agrees to pay Lessor the sum of \$38.00 per acre-foot. After the initial year and each successive year of the lease term thereafter, the per acre foot cost of the water shall be increased by three percent (3%) annually per acre-foot.

LEGAL REVIEW:

The City Attorney has reviewed the proposed lease.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval 5-0 at its meeting on March 26, 2026, to send the agenda to the City Council, where the City Council will amend the cost.

STAFF RECOMMENDATION:

Proceed as presented

Attachments

Leprino Model Water Lease

WATER LEASE AGREEMENT

This Water Lease Agreement, hereinafter "Agreement", is entered into on this _____ day of _____, 20____ by and between the City of Roswell, hereinafter "Lessor", and Leprino Foods Company, hereinafter "Lessee" upon the terms and conditions set forth herein:

RECITALS

WHEREAS, Lessee owns and operates a commercial cheese and related ingredients manufacturing and processing plant and has water wells located in Chaves County, New Mexico and desires to lease water which can be used by Lessee in connection with its commercial manufacturing and processing plant and associated farming operation (the "Facility"); and,

WHEREAS, Lessor has an interest in the continued success of the Facility through the City's participation in the Industrial Revenue bonds issued in relation to the Facility and through the Facility's substantial contribution to the local community in terms of direct and indirect jobs and overall community impact; and,

WHEREAS, Lessor owns certain Artesian water rights and water wells in Chaves County, New Mexico and Lessor has agreed to lease apportion of said water rights to Lessee. The total water rights Lessor desires to lease to Lessee is 1,200 acre-per feet per year at the lessee's location to be used from 11/1/2026 to 10/31/2031, hereinafter referred to as "Water Rights" and,

WHEREAS, in order to achieve 1200 acre-feet, per annum at the move to location, the Lessor will provide an estimated 1430 acre-feet, per annum, at the move from location; and

WHEREAS, a Water Year in the Roswell Artesian Basin starts on 11/1 and runs through 10/31 of the following year and;

WHEREAS, the parties will file a 10-year application for a Temporary Permit to Change an Existing Water Right with the New Mexico Office of the State Engineer for the purpose of permitting Lessee to use the lessor's Water Rights timeframe; and,

WHEREAS, Lessor and Lessee wish to enter into this Agreement for a lease of Lessor's Water Rights, with certain options provided herein, and agree that this Agreement is subject to the approval of the Application for Temporary Permit to Change an Existing Water Right by the New Mexico Office of the State Engineer, a copy of which is set forth in Exhibit A.

NOW THEREFORE, in consideration of the premises, and the mutual understandings by and between the parties, Lessor and Lessee agree to the following'

- I. **Reduction in Use:** During the term of this Agreement, Lessor, pursuant to NMSA 1978 § 72-6-1 et seq, shall reduce its use of the Water Rights to the extent necessary or required to provide water to Lessee in the amount provided for herein.
- II. **Amount:** During the initial term of this Lease, Lessee shall be entitled to use up to 1200 acre-feet of Water Rights per year at the move-to location, for which Lessee agrees to pay Lessor's the sum of \$38.00 per acre-feet of Water Rights which are successfully transferred to Lessee's property and used by Lessee as provided below. After the initial year and each successive year of the lease term thereafter, the per acre foot cost of the Water shall be increased by three percent (3%) annually per acre-foot to adjust for inflation. Lessee shall only be required to pay for the actual amount of water used by Lessee.
- III. **Cooperation:** Lessee and Lessor agree to cooperate in the filing of all necessary forms in the Office of the State Engineer and provide assistance in providing information necessary so as to carry out the terms, rights and obligations of this Agreement. Lessee shall be responsible for all cost associated with the submission of an Application for Temporary Permit to Change an Existing Water Right to the State Engineer, including cost of publication. Any additional costs related to obtaining approval of the transfer of the Water Rights shall be provided to Lessee in advance, and agreed to by Lessee in writing.
- IV. **Primary Term:** Option to Extend: The primary term of this Agreement shall be from 11/1/2026 to 10/31/2031. Lessee shall have an option to extend the term for a subsequent term for a period of five (5) years for the same amount of Water Rights per year as set forth in this Agreement. Lessee must give Lessor ninety (90) days written notice of its intent to either extend the term, or terminate this Agreement. In the event the Agreement is terminated, or otherwise not renewed, both parties shall provide written notice within thirty (30) days to the Office of the State Engineer of the parties intent to not extend the Agreement.
- V. **Payment:** During the term of this Agreement, Lessor will make available to Lessee a total of up to 1200 acre-feet per year. During such time, Lessor guarantees that there will be at least 1200 acre-feet of Water Rights per year available for use by Lessee through Lessee is not required to use all such Water Rights used by the Lessee during any given water year in the Roswell Artesian Basin.
- VI. **Representation:** The parties agree that payment based on consumption, as provided in paragraph 2, is an efficient way to lease the Water Rights for the committed amount set forth in this Agreement.
- VII. **Compliance with State Law:** Lessor and Lessee agree to abide by all laws, rules and regulations of the State of New Mexico and by any rules or regulations imposed by the State of New Mexico.
- VIII. **Notices:** All notices request or other communications required to be given by the parties, shall be by regular and certified mail and sent to the following:

CITY of Roswell
ATTN: City Manager
425 N. Richardson
Roswell, NM 88201

Leprino Foods Company
ATTN: Legal Department
1830 West 38th Avenue
Denver, CO 80211

- IX. **Waivers:** One or more waivers of any covenant, term or condition of this Agreement shall not be construed as a waiver of 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.
- X. **Force Majeure:** If, because of Force Majeure, Lessor is unable to carry out its obligations under this Agreement despite the exercise of reasonable efforts to identify alternative measures to enable Lessor to continue to meet its' obligations, and Lessor promptly gives written notice to Lessee, Lessor's obligations shall be suspended during the Force Majeure event or a period of 90 days, whichever is longer
For the purposes of this Agreement, "Force Majeure" shall mean any cause beyond the reasonable control of the Lessor that is caused by acts of God, including sustained drought, civil disorder, war, labor disputes, changes in law or damage to the Lessor's water supply infrastructure that leads to a severe shortage of water within the City of Roswell, and that either (i) prevents the Lessor from satisfying its obligations under this Lease; or (ii) prevents the Lessor from meeting the essential, non-discretionary water demands of its citizens without using the Water Rights that are the subject of this Lease to meet such essential non-discretionary water demands of its citizens.
- XI. **Governing Law:** This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of New Mexico. Both parties agree that they will abide by all rules and regulations of the State of New Mexico and imposed by the Office of the State Engineer (OSE) with regard to the Water Rights.
- XII. **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 having been incorporated herein. No course of prior dealings between the party's shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understanding, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement is the entire Agreement and may be amended only in writing signed by Lessor and as approved by the City Council for the City of Roswell.
- XIII. **Assignment:** The Water Rights, the rights and obligations of Lessee, under this Agreement, and/or the land from which the Water Rights were transferred to shall not be assigned, transferred or sold by Lessee without prior written approval of Lessor.
- XIV. **Binding Effect; Filing:** In the event of an assignment, sale or transfer of the ownership of the Water Rights and/or the land from which the Water Rights were transferred to any party, such transfer, sale or assignment shall be subject to the terms of this Agreement. In connection therewith the parties agree that a Memorandum of Lease shall be filed in the

County Clerk's records of Chaves County, New Mexico, to give evidence of this Agreement to third-parties.

- XV. **Integration:** This agreement supersedes and replaces all prior agreements and understanding between the parties with respect to leasing water.

{Signatures to Follow}

IN WITNESS WHEREOF, Leprino Foods Company and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on this _____ day of _____, 202____.

“City”

CITY OF ROSWELL

“Leprino”

LEPRINO FOODS COMPANY

By: Timothy Z. Jennings, Mayor

By: First Last, Title

City Seal

Amalia Martinez, City Clerk

Approved as to Form

Hessel Yntema, City Attorney

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

38.

Meeting Date: 04/09/2026

COMMITTEE: N/A

CONTACT: Hessel Yntema

CHAIR: N/A

ACTION REQUESTED:

Resolution 26-21: Adoption of Resolution 26-21 approving the FY24 Audit & Corrective Action Plan.
(Gass/Gomez)

BACKGROUND:

Initiated by: Toni Gomez

The City of Roswell has received authorization to release the FY24 Audit Report. The State of New Mexico Audit Rule (NMAC 2.2.2.10(M)(4)) requires the final audit report to be presented to the governing authority of an agency at a meeting held in accordance with the Open Meetings Act. The New Mexico Department of Finance and Administration (DFA) requires the Governing Body to approve a resolution showing acceptance and approval of the FY24 Audit. In addition, DFA requires a corrective action plan on the findings presented in the audit report.

FINANCIAL CONSIDERATION

No financial consideration

LEGAL REVIEW:

No legal review

BOARD AND COMMITTEE ACTION:

No committee review. Item presented directly to City Council.

STAFF RECOMMENDATION:

Proceed as [presented].

Attachments

Resolution 26-21 Accepting and Appriving FY24 Corrective Action Plan

RESOLUTION 26-21
A RESOLUTION ACCEPTING AND APPROVING THE FY24 AUDIT AND
CORRECTIVE ACTION PLAN

WHEREAS, at a regular scheduled City Council meeting held on April 9, 2026, the following was among the proceedings:

WHEREAS, the City of Roswell is required by state statute to contract with an independent auditor to perform the required annual audit or agreed-upon procedures for Fiscal Year 2024; and

WHEREAS, the City of Roswell has directed the completion of the audit for FY24; and

WHEREAS, this audit has been completed and presented to the City of Roswell per the Date Letter from the State Auditor authorizing release of the FY24 audit; and

WHEREAS, NMAC 2.2.2.10(M)(4) provides in pertinent part that, “Once the audit report is officially released to the agency by the state auditor (by a release letter) and the required waiting period of five calendar days has passed, unless waived by the agency in writing, the audit report shall be presented by the IPA, to a quorum of the governing authority of the agency at a meeting held in accordance with the Open Meetings Act, if applicable;” and,

WHEREAS, the New Mexico Department of Finance and Administration (DFA) requires the Governing Body to approve a resolution showing acceptance and approval of the FY24 Audit. In addition, DFA requires a corrective action plan on the findings presented in the audit report.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL, AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, hereby accepts and approves the completed audit report and findings as indicated within this document.

PASSED, ADOPTED, SIGNED, and APPROVED this 9th day of April, 2026.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Approving

Amalia Martinez, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

39.

Meeting Date: 04/09/2026

COMMITTEE: N/A

CONTACT: Amalia Martinez

CHAIR: Mayor Pro Tem

ACTION REQUESTED:

Consider approval of Mayor Jennings' recommendation of appointments to the Flood Task Force as follows: (Corn/Martinez)

- Brian Houghtalin (1st Term 04/10/26 - 03/31/28)

BACKGROUND:

The Flood Task Force shall consist of 5 members.

FINANCIAL CONSIDERATION

There is no direct financial impact associated with this item.

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:

There are no board recommendations. Recommended by the Mayor.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

April 9, 2026 Appointments

To: CITY COUNCIL MEMBERS

From: Timothy Z. Jennings, Mayor

Date: April 2, 2026

Subject: Recommended Appointments to be made at the April 9, 2026, City Council Meeting

Hello all,

I recommend that the appointments listed below be scheduled for the City Council meeting on April 9, 2026. I will present this recommendation and ask for your approval that evening.

Flood Task Force

Brian Houghtalin

Occupancy Task Board

Kabit Bhakta

Planning & Zoning

LeLynn Todd Taylor

Cemetery Board

Sarah Reese

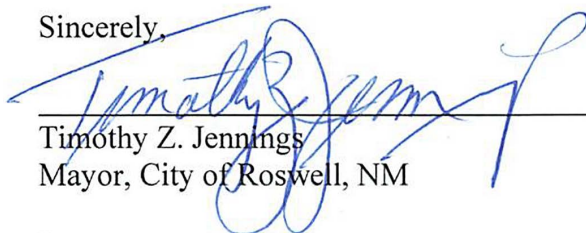
Airport Advisory Committee

Jon Hitchcock

Clayton Hightower

Cliff Waide

Sincerely,



Timothy Z. Jennings
Mayor, City of Roswell, NM

/am

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

40.

Meeting Date: 04/09/2026

COMMITTEE: N/A

CONTACT: Amalia Martinez

CHAIR: Mayor Pro Tem

ACTION REQUESTED:

Approval of Mayor Jennings' recommendations of appointments to the Cemetery Board as follows:
(Corn/Martinez)

- Position 2 - Sarah Byrne 1st Term - 04/10/26 - 03/31/30)

BACKGROUND:

Initiated by: Term Renewals

The Cemetery Board consists of five (5) members and one (1) ex-officio member. Each member shall serve four-year terms with no term limits.

FINANCIAL CONSIDERATION

There are no direct financial impact associated with this item.

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 was not brought to a board or a committee. Recommended by Mayor Jennings.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

April 9, 2026 Appointments

To: CITY COUNCIL MEMBERS

From: Timothy Z. Jennings, Mayor

Date: April 2, 2026

Subject: Recommended Appointments to be made at the April 9, 2026, City Council Meeting

Hello all,

I recommend that the appointments listed below be scheduled for the City Council meeting on April 9, 2026. I will present this recommendation and ask for your approval that evening.

Flood Task Force

Brian Houghtalin

Occupancy Task Board

Kabit Bhakta

Planning & Zoning

LeLynn Todd Taylor

Cemetery Board

Sarah Reese

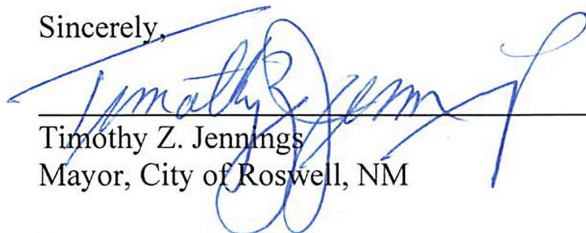
Airport Advisory Committee

Jon Hitchcock

Clayton Hightower

Cliff Waide

Sincerely,



Timothy Z. Jennings
Mayor, City of Roswell, NM

/am

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

41.

Meeting Date: 04/09/2026

COMMITTEE: N/A

CONTACT: Amalia Martinez

CHAIR: Mayor Pro Tem

ACTION REQUESTED:

Consider approval of Mayor Jennings' recommendation of appointment to the Occupancy Tax Board as follows: (Corn/Martinez)

- Position 1 - Lodging - Kabir Bhakta (1st Term 04/10/26-03/31-30)

BACKGROUND:

Initiated by: Term Renewal

The Occupancy Tax Board consists of 5 members. Each member shall serve (2) four-year terms.

FINANCIAL CONSIDERATION

There is no direct financial impact associated with this item.

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:

The Occupancy Tax Board has nominated these individuals to serve on their board.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

April 9, 2026 Appointments

To: CITY COUNCIL MEMBERS

From: Timothy Z. Jennings, Mayor

Date: April 2, 2026

Subject: Recommended Appointments to be made at the April 9, 2026, City Council Meeting

Hello all,

I recommend that the appointments listed below be scheduled for the City Council meeting on April 9, 2026. I will present this recommendation and ask for your approval that evening.

Flood Task Force

Brian Houghtalin

Occupancy Task Board

Kabit Bhakta

Planning & Zoning

LeLynn Todd Taylor

Cemetery Board

Sarah Reese

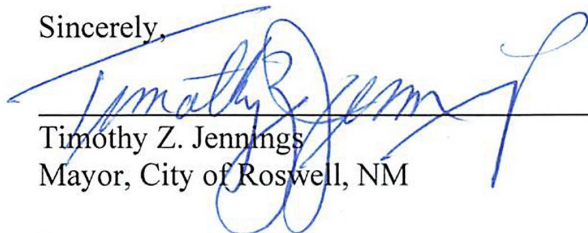
Airport Advisory Committee

Jon Hitchcock

Clayton Hightower

Cliff Waide

Sincerely,



Timothy Z. Jennings
Mayor, City of Roswell, NM

/am

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

42.

Meeting Date: 04/09/2026

COMMITTEE: N/A

CONTACT: Amalia Martinez

CHAIR: Mayor Pro Tem

ACTION REQUESTED:

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

- Position 2 LeLynn Taylor (1st Term: 04/10/26-03/31/30)

BACKGROUND:

Initiated by: Term Renewals

The Planning and Zoning Commission consists of 7 members. Each member shall serve 2-four year terms

FINANCIAL CONSIDERATION

There are no financial costs.

LEGAL REVIEW:

Vacancies on Boards are filled under Roswell City Code Sec. 2-97(b)(1): "The mayor, with the advice and the consent of the city council, shall appoint all board members".

BOARD AND COMMITTEE ACTION:

This item did not go to a committee.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

April 9, 2026 Appointments

To: CITY COUNCIL MEMBERS

From: Timothy Z. Jennings, Mayor

Date: April 2, 2026

Subject: Recommended Appointments to be made at the April 9, 2026, City Council Meeting

Hello all,

I recommend that the appointments listed below be scheduled for the City Council meeting on April 9, 2026. I will present this recommendation and ask for your approval that evening.

Flood Task Force

Brian Houghtalin

Occupancy Task Board

Kabit Bhakta

Planning & Zoning

LeLynn Todd Taylor

Cemetery Board

Sarah Reese

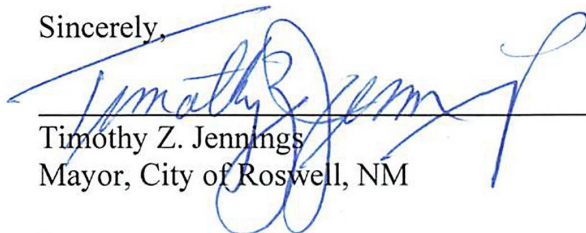
Airport Advisory Committee

Jon Hitchcock

Clayton Hightower

Cliff Waide

Sincerely,



Timothy Z. Jennings
Mayor, City of Roswell, NM

/am

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

43.

Meeting Date: 04/09/2026

COMMITTEE: N/A

CONTACT: Amalia Martinez

CHAIR: Mayor Pro Tem

ACTION REQUESTED:

Consider approval of Mayor Jennings' recommendation of appointments to the Airport Advisory Commission as follows: (Corn/Martinez)

- Position 2: Jon Hitchcock (3rd Term 04/10/26-03/31/28)
- Position 3: Cliff Waide (Partial Term 04/10/26-03/31/27)
- Position 5: Dr. Clayton Hightower (1st Term 04/10/26-03/31/28)

BACKGROUND:

Initiated by: Term Renewals

The Airport Advisory Commission consists of 5 members. Each member shall serve for a two-year term.

FINANCIAL CONSIDERATION

There is no direct financial impact associated with this item.

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:

There was no board recommendation. Recommended by Mayor Jennings.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

April 9, 2026 Appointments

To: CITY COUNCIL MEMBERS

From: Timothy Z. Jennings, Mayor

Date: April 2, 2026

Subject: Recommended Appointments to be made at the April 9, 2026, City Council Meeting

Hello all,

I recommend that the appointments listed below be scheduled for the City Council meeting on April 9, 2026. I will present this recommendation and ask for your approval that evening.

Flood Task Force

Brian Houghtalin

Occupancy Task Board

Kabit Bhakta

Planning & Zoning

LeLynn Todd Taylor

Cemetery Board

Sarah Reese

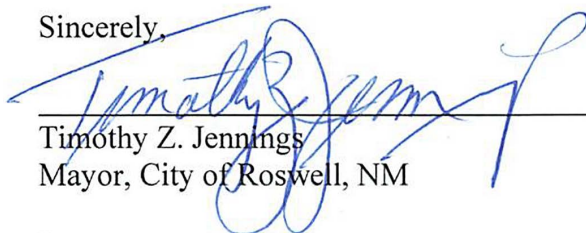
Airport Advisory Committee

Jon Hitchcock

Clayton Hightower

Cliff Waide

Sincerely,



Timothy Z. Jennings
Mayor, City of Roswell, NM

/am