



LEGAL COMMITTEE MEETING AGENDA
Thursday, APRIL 23, 2026, at 2:00 P.M.
City Hall - Mike Mathews Conference Room
425 N. Richardson Ave., Roswell, New Mexico 88201

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Approval of Minutes February 26, 2025 (p. 3)
2. Approval of Minutes March 26, 2026 (p. 7)

NON-ACTION ITEMS

3. Community Development (p. 12)
4. March Clerks Monthly Report (p. 15)
5. HR Monthly Report (p. 17)
6. Safety March Report. (p. 31)
7. Legal Department Monthly Report (p. 35)
8. Review of Audit Committee's process (Arnold) (p. 36)

REGULAR ITEMS

9. Consider recommending approval of Resolution 26-XX and adopting the 2026 City of Roswell Comprehensive Master Plan as the official planning guide to replace the 2016 Comprehensive Master Plan for the City of Roswell, New Mexico. (Hildreth) (p. 37)
10. Resolution 26-XX: consider recommending adoption of Resolution 26-XX shall require the removal or demolition of one (1) dilapidated structure. (Franco) (p. 40)
11. Consider recommending approval to advertise RFP 26-XX for HVAC and Plumbing services and repairs to City-owned facilities (Rogers). (p. 409)
12. Request for approval to proceed with the burial of overhead power lines at the Air Center to enhance safety for Air Race training and event operations. (Vigil) (p. 414)
13. Consider approval of a Professional Services Agreement between the City of Roswell Fire Department and Public Consulting Group, LLC to provide consulting services for the Ambulance Supplemental Payment Program (ASPP), including cost reporting, program development, and support to obtain Medicaid supplemental reimbursements. (Bunch) (p. 417)

14. Resolution 26-XX: consider recommending adoption of Amendment to Resolution 18-44 a Resolution Amending the Roswell Airport Advisory Commission. (Corn) (p. 431)

CHAIR COMMENTS, REPORTS, ANNOUNCEMENTS

PUBLIC PARTICIPATION

CLOSED SESSION

ADJOURN

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

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**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Approval of Minutes 1.

Legal Committee

Meeting Date: 04/23/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

DEPARTMENT NAME:

Approval of Minutes February 26, 2025

Attachments

260226 Draft LEGAL COMMITTEE MEETING MINUTES

LEGAL COMMITTEE MEETING MINUTES

Thursday, February 26, 2026 AT 2:00 P.M.

Notice of this meeting was given to the public in compliance with NMSA 1978 §10-15-1 through 4 and Resolution 25-28.

ROLL CALL:

The meeting convened at 2:00 p.m. with Chair Cavin presiding, Councilor Arnold, Councilor Moore, Councilor Heldenbrand and Councilor Oropesa present.

Staff: Bobbie Thompson, Amalia Martinez, Angela Garcia, Jessica Vickers, Enid Costley, Toby Franco, Clint Caldwell, Shelly Bell, James MacCornack, Vicky Eaton, Josh Nairn-Mahan, Mike Mathews, Judy Scharmer

Guest: Mike Espiritu, Phil Huster, Rita Kane-Doerhoefer, Terry Harber.

Public present via GoTo Meeting: Abraham Chapparo, Debbie Reyer, 4 guests, 1 anonymous, Mr. Duffy

APPROVAL OF AGENDA

Councilor Moore moved to approve the February 26, 2026 Legal Committee agenda. Councilor Arnold seconded the motion. A roll call vote was taken. The motion passed 5-0.

APPROVAL OF MINUTES

Councilor Heldenbrand moved to approve the following minutes:

- Special Meeting Minutes – October 13, 2025
- Meeting Minutes – October 23, 2025
- Meeting Minutes – November 18, 2025
- Meeting Minutes – January 22, 2026

Councilor Oropesa seconded the motion. A roll call vote was taken. The motion passed 5-0.

NON-ACTION ITEMS

1. Clerk's January Monthly Report
2. Human Resources Report
3. Safety Monthly Report
4. Community Development Report

FOR THE RECORD: NO ACTION WAS TAKEN ON THESE ITEMS.

REGULAR ITEMS

9. Resolution 26-XX: consider recommending adoption of Resolution 26-XX, requiring the removal or demolition of three (3) dilapidated structures constituting a public nuisance.

The item was presented by: Toby Franco.

Councilor Heldenbrand moved to recommend approval of Resolution 26-XX to the City Council for placement on the Consent Agenda. Councilor Arnold seconded the motion. Voice vote was taken. The motion passed 5-0.

10. Resolution 26-XX: consider recommending the adoption of Resolution 26-XX relating to Industrial Revenue bonds. This item was presented by: Hessel Yntema

Mr. Duffy provided information regarding Industrial Revenue Bonds (IRBs), including projected job creation and customer benefits.

Councilor Arnold moved to recommend approval of Resolution 26-XX to the City Council. Councilor Moore was second. Voice vote was taken. The motion passed 5-0.

11. Resolution 26-XX: Consider recommending adoption of Resolution 25-XX pursuant to the New Mexico Open Meetings Act. This item was presented by: Amalia Martinez.

Councilor Heldenbrand moved to recommend the approval of Resolution 26-XX to City Council for placement on the Consent Agenda. Councilor Arnold was the second. Voice vote was taken. The motion passed 5-0.

12. Resolution 26-XX: consider recommending adoption of Amendment to Resolution 18-44 a Resolution Amending the Roswell Airport Advisory Commission. This item was to be presented by Councilor Corn but he was absent. Presented by: Hessel Yntema.

This item had previously been tabled at the November 18, 2025, Legal Committee Meeting.

Councilor Heldenbrand moved to table this item to the March 26, 2026, Legal Committee Meeting. Councilor Oropesa was the second. Voice vote was taken and the motion passed 5-0.

13. Ordinance 26-XX: consider recommending authorization to advertise for public hearing on proposed Ordinance 26-XX amending the City of Roswell Purchase Procedure.

This item was presented by: Hessel Yntema.

Internal Auditor Judy Scharmer reported findings in the Procurement Process and discussed options for improvement.

Councilor Arnold moved to recommend authorization to advertise Ordinance 26-XX for public hearing before the City Council. Councilor Moore was the second. Voice vote taken. The motion passed 4-1 with Councilor Heldenbrand dissenting.

14. Consider recommending approval of contract, or one substantially similar, between LifeHouse LLC and the City of Roswell for the Provision of Opioid Abatement / Treatment Services. This item was presented by: Hessel Yntema.

FOR THE RECORD: Councilor Arnold recused herself from this item.

Councilor Moore moved to recommend approval of contract, or one substantially similar between LifeHouse, LLC and the City of Roswell to City Council. Councilor Oropesa was the second. Voice vote was taken. Motion passed 4-0 with Councilor Arnold abstaining due to recusal.

15. Consider approval of the 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). This item was presented by: Enid Costley.

Councilor Arnold moved to consider the approval of ITB-26-008 to Mevacon, LLC to the City Council. Councilor Heldenbrand was the second. Voice vote was taken. Motion passed 5-0.

16. Consider approval of a budget adjustment in the General Operating Budget of the Roswell Public Library at the amount of \$18,504.00 to pay for utilities costs.

Item was introduced; no motion was made. Item died for lack of a motion.

CHAIR COMMENTS, REPORTS, ANNOUNCEMENTS

PUBLIC PARTICIPATION

ADJOURN

The meeting was adjourned at 3:45 p.m.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Approval of Minutes 2.

Legal Committee

Meeting Date: 04/23/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

DEPARTMENT NAME:

Approval of Minutes March 26, 2026

Attachments

260326 Legal Draft Minutes (AG)

**Regular Meeting of the Legal Committee
Held in the Roswell City Hall
Thursday March 26, 2026**

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

ROLL CALL

The meeting convened at 2:00 p.m. with Chair Cavin presiding, Vice Chair Arnold, Councilor Moore, Councilor Heldenbrand, and Councilor Oropesa present.

Staff present: Amalia Martinez, Angela Garcia, Michelle Sanchez, Paul Vigil, Omar Gonzalez, Toby Franco, Jessica Vickers, Ron Garcia, Shelly Bell, Mike Espiritu, Steve Chavez, Mike Mathews, Bobbi Thompson, Mac Rogers, Clint Caldwell, Jeff Bechtel, Jared Olive

Guests present: Rita Kane-Doerhoefer, CV Harris, Michael Whelan, Emily Valencia

Public present via GoToMeeting: 7 guests, JI, Juliana Halvorson, Nathaniel Mascarenas, AM, Terri Harber, Vanessa Sanchez, Zachary Scott, VRV

APPROVAL OF AGENDA

Councilor Heldenbrand made a motion to move the Non-Action Items 1-6 to the bottom of the March 26, 2026, Legal Committee Meeting Agenda, and pull Item 12. Councilor Arnold seconded the motion. A voice vote was taken, and the motion passed unanimously 5-0.

APPROVAL OF MINUTES

The February 26, 2026 minutes were inadvertently left off of the March 26, 2026 Agenda and will be added to the April 23, 2026, Legal Committee Meeting Agenda.

REGULAR ITEMS

7. **Consider recommending approval to advertise RFP 26-XX for construction services and repairs to City-owned facilities and infrastructure.** The item was presented by: Lee (Mac) Rogers.

Councilor Arnold made a motion to recommend approval of RFP 26-XX to the City Council, for placement on the Consent Agenda. Councilor Moore seconded the motion. Voice vote was taken. The motion passed unanimously 5-0.

8. **Consider recommending approval of a 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.** The item was presented by: Josh Nairn-Mahan.

It was discussed to include option to amend with negotiations at City Council.

Councilor Arnold moved to recommend the approval of a five-year water rights lease with Leprino Foods, City Council, on the full agenda. Councilor Heldenbrand seconded the motion. Voice vote was taken. The motion passed unanimously 5-0.

9. **Consider recommending approval of the Professional Service Agreement with Sparktek Service, LLC.** The item was presented by: Josh Nairn-Mahan.

Chair Cavin noted that more than 20 % ownership interest is held by a former City employee.

FOR THE RECORD: Mike McClain is a former City of Roswell employee.

Councilor Moore made a motion to recommend approval of Sparktek to City Council, for placement on the Consent Agenda. Councilor Oropesa seconded the motion. Voice vote was taken. The motion passed unanimously 5-0.

10. **Consider recommending 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.** The item was presented by: Josh Nairn-Mahan.

A contract with Lifehouse Carlsbad Inc. and the City of Roswell were approved at the March 12, 2026, for the Provision of Opioid Abatement/Treatment Services.

Councilor Oropesa made a motion to recommend approval of lease to Carlsbad Lifehouse Inc to the City Council, for placement on the Consent Agenda. Councilor Heldenbrand seconded the motion. Voice vote was taken. The motion passed unanimously 5-0.

11. **Consider recommending 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.** The item was presented by: Omar Gonzalez

Councilor Heldenbrand made a motion to recommend approval to the Finance Committee for the purchase of one (1) John Deere Broce RJT 350 Sweeper. Councilor Arnold seconded the motion. Voice vote was taken. The motion passed 5-0.

13. **Consider recommending 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.** The item was presented by: Omar Gonzalez.

Councilor Arnold made a motion to recommend approval of the work for BLM Taxiway L to the Finance Committee. Councilor Moore seconded the motion. Voice vote was taken. The motion passed unanimously 5-0.

14. **Consider recommending 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.** The item was presented by: Omar Gonzalez.

\$36,500.00 is paid for by City and remainder to be paid with grants. Mr. Gonzalez noted that this issue was identified during a recent inspection.

Councilor Moore made a motion to recommend approval of the airfield painting and striping to the Finance Committee. Councilor Oropesa seconded the motion. Voice vote was taken. The motion passed unanimously 5-0.

15. **Consider recommending 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.** The item was presented by: Michelle Sanchez

Councilor Oropesa made a motion to recommend approval of the City of Roswell IT Department lease, to the City Council, full agenda. Councilor Arnold seconded the motion. Voice vote was taken. The motion passed unanimously 5-0.

16. **Consider recommending approval of the adoption of Resolution 26-XX shall require the removal or demolition of four (4) dilapidated structures.** The item was presented by: Toby Franco

Councilor Oropesa requested for an update on the property on Sunset.

Councilor Heldenbrand made a motion recommending approval of the Resolution 26-XX to be sent to City Council, for placement on the Consent Agenda. Councilor Oropesa seconded the motion. Voice vote was taken. The motion passed 5-0.

17. **Consider recommending approval of the review of the updated Fire Code references within Chapter 13 of the City Ordinance.** The item was presented by: Jared Olive.

Councilor Arnold made a motion to recommend approval of the updated Fire Code references within Chapter 13 of the City Ordinance, to be sent to City Council, for placement on the Consent Agenda. Councilor Moore seconded the motion. Voice vote was taken. The motion passed unanimously 5-0.

18. **Consider recommending approval of the Amendment to Resolution 18-44, Resolution Amending the Roswell Airport Advisory Commission.** The item was presented by: Councilor Corn.

This item had previously been tabled at the November 18, 2025, Legal Committee Meeting. Councilor Heldenbrand made a motion to remove from the table for action

today. Councilor Moore seconded the motion. Voice vote was taken. Motion passed unanimously 5-0.

Discussion was held regarding the changes to the Resolution. Cavin requested the redline version be given to the Councilors.

Councilor Moore made a motion to defer action until the April 23, 2026, Legal Committee Meeting. Councilor Arnold seconded the motion. Voice vote was taken. Motion passed unanimously 5-0.

CLOSED SESSION: Councilor Heldenbrand made a motion to enter a Closed Session pursuant to NMSA 1978 § 10-15-1H (7), to discuss attorney-client privilege pertaining to threatened or pending litigation in which the City of Roswell is or may become a participant. The motion was seconded by Councilor Arnold.

FOR THE RECORD: The Councilors entered Closed Session at 3:55 p.m. No votes were taken, and no decisions were made during the Closed Session. The meeting reconvened at 4:05 p.m. A voice vote was taken, and the motion passed unanimously 5-0.

NON-ACTION ITEMS

1. Safety Monthly Report
2. Community Development Center Report
3. Human Resources Department Report
4. Legal Communications Department Report
5. City Clerk Department Report
6. **Consider recommending approval to the Finance Committee regarding the FY27 budget.** The item was presented by: Hessel Yntema.

Councilor Moore made a motion recommending the FY27 budget as amended, to the Finance Committee. Councilor Arnold seconded the motion. Voice vote was taken. Motion passed unanimously 5-0.

CHAIR COMMENTS, REPORTS, ANNOUNCEMENTS

NONE

PUBLIC PARTICIPATION

Rita Doerhoefer addressed the Legal Committee regarding the 2025 Air Races, commended the kindness of the staff, and requested that a previously submitted IPRA request be reopened for further review.

ADJOURN

The meeting adjourned at 5:12 p.m.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 3.

Legal Committee

Meeting Date: 04/23/2026

COMMITTEE: Legal

CONTACT: N/A

CHAIR: N/A

DEPARTMENT NAME:

Community Development

Attachments

CDC Monthly March 2026

CITY OF ROSWELL
COMMUNITY DEVELOPMENT CENTER
Month: March 2026

CODE ENFORCEMENT	This Month	This Month 2025	YTD*	2025 YTD*
Notices Mailed	633	585	5,727	4,829
Voluntary Compliance	290	345	2,836	2,394
No. of Cases Filed in Municipal Court	20	5	120	84
No. Cases Dismissed by Officer	2	0	55	17
Resolution	26	18	270	96
Weeds	278	407	3,667	2,549
Inoperable Vehicles	59	32	249	434
Litter	91	59	396	526
Unsanitary Premises	71	32	424	481
Signs	6	19	137	161
Zoning	3	4	31	7
Obstructions	8	0	88	77
Public Nuisances	117	32	735	586
Garage Sales No permit	0	0	0	8

BUSINESS LICENSES	This Month	This Month 2025	YTD*	2025 YTD*
Total Licenses Issued	264	259	1,252	1,500
Renewed Licenses	234	212	922	1,160
New Licenses	17	32	205	233
Temporary Permits Issued	13	15	125	107
Receipts	\$11,563.00	\$10,763.00	\$57,407.00	\$64,648.00

*Figures calculated to reflect FYTD

BUILDING INSPECTIONS	This Month	Permits Applied This Month 2025 & Fees Collected	Permits Applied YTD*	Permits Applied 2025 YTD*
Residential-New	0	0	40	37
Residential - Other	4	62	235	368
Commercial-New	0	0	3	7
Commercial - Other	9	11	83	99
Total Permits Issued	13	73	351	511
Total Fees Collected	\$10,517.60	\$21,493.55	\$241,122.95	\$229,683.42

PLUMBING/MECH INSPECTIONS	This Month	Permits Applied This Month 2025	Permits Applied YTD*	Permits Applied 2025 YTD*
Plumbing & Mechanical Permits—Residential	74	39	452	422
Plumbing & Mechanical Permits—Commercial	5	15	97	121
Total Permits Issued	69	54	539	543
Total Fees Collected	\$3,501.25	\$2,601.00	\$29,091.75	\$26,228.50

ELECTRICAL INSPECTIONS	This Month	Permits Applied This Month 2025	Permits Applied YTD*	Permits Applied 2025 YTD*
Electric Permits—Residential	0	48	158	270
Electric Permits—Commercial	0	10	87	94
Total Permits Issued	0	58	245	364
Total Fees Collected	\$0	\$3,647.25	\$26,312.50	\$34,323.26

*Figures calculated to reflect FYTD

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 4.

Legal Committee

Meeting Date: 04/23/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

DEPARTMENT NAME:

March Clerks Monthly Report

Attachments

March Clerks Monthly Report

March 2026 Monthly Report – City Clerk’s Office

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

- Process incoming and outgoing mail for the city
- Schedule conference rooms in City Hall
- Request to activate/deactivate alarm codes for exit or new employees
- Field and answer all calls/questions from staff
- Attend City Council meetings and various standing committee meetings
- Review and post all committee meeting agendas. Publish approved meeting minutes. Draft minutes and various cancellations for the following committees:
 - Airport Advisory Board
 - Cemetery Commission on Aging
 - Commission of Aging
 - Flood Task Force
 - Keep Roswell Beautiful
 - Occupancy Tax Board
 - Parks and Recreation
 - Pecos Valley Regional Communication Center
 - Planning & Zoning
 - Roswell Museum BOT
 - Roswell Public Library

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

<u>Department</u> (March 16, 2026 – April 13, 2026)	<u>New</u>
City Clerk	26
Municipal Court	2
PVRCC (Chaves County Sheriff’s Office)	6
Roswell PD	224

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 5.

Legal Committee

Meeting Date: 04/23/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

DEPARTMENT NAME:

HR Monthly Report

Attachments

HR Monthly Report
Personnel Monthly Changes
Employee Turnover Report

APRIL 2026 HUMAN RESOURCES MONTHLY REPORT

For the month of March, the City hired 37 new employees, 13 promotions and 32 exits which include 4 retirements.

Our turnover rate for the month of February is 5% and for the year so far is 11.02%.

Our Vacancy Rate is 8.8%.

Payroll count for 03/20/2026 – 04/02/2026 was:

Total WC/ MIL LEAVE/no hours/ no monies employees- 9

Total paid employees -635

Total employees - 644

City of Roswell, NM
Personnel Changes for the Month of
MARCH 2026

	FT = FULL TIME SR = SALARY PT = PART TIME TP = TEMPORARY INT = INTERIM				
	NEW HIRE				
	Date	Name	Position	Department	Status
1	3/2/2026	ETHAN HINKLE	AUTOMATED COLLECTION OPERATOR	SANITATION	FT
2	3/2/2026	MISAEAL JAUREGUI	MAINTENANCE WORKER WWTP	WWTP	FT
3	3/2/2026	MANUEL SIGALA	PARKS LABORER TEMP	PARKS	TP
4	3/2/2026	JACOB GARCIA	PARKS LABORER TEMP	PARKS	TP
5	3/2/2026	RICHARD JUAREZ	PARKS LABORER TEMP	PARKS	TP
6	3/2/2026	ESIDRO RAMIRES	PARKS LABORER TEMP	PARKS	TP
7	3/6/2026	EMILY MENDOZA	RECREATION AIDE 1-PT	RECREATION	PT
8	3/6/26	MARYSSA ROMERO	RECREATION AIDE 1-PT	RECREATION	PT
9	3/6/26	FRANCISCO COBIAN VALENCIA	FIREFIGHTER RECRUIT	FIRE	FT
10	3/6/26	LEONAIID VEGA CAMPUZANO	FIREFIGHTER RECRUIT	FIRE	FT
11	3/6/26	GABRIEL GOMEZ	FIREFIGHTER RECRUIT	FIRE	FT
12	3/6/26	SAMMUEL ARCHULETA- VASQUEZ	FIREFIGHTER RECRUIT	FIRE	FT
13	3/6/26	NATHANIEL DEANDA	FIREFIGHTER RECRUIT	FIRE	FT
14	3/6/26	JONATHAN LEDBETTER	FIREFIGHTER RECRUIT	FIRE	FT
15	3/6/26	ADRIAN ALVIDREZ	FIREFIGHTER RECRUIT	FIRE	FT
16	3/6/26	STEVEN NAVARRO	FIREFIGHTER RECRUIT	FIRE	FT
17	3/6/26	JEREMY SEABREASE	FIREFIGHTER RECRUIT	FIRE	FT
18	3/6/26	JUSTIN ZUMWALT	FIREFIGHTER RECRUIT	FIRE	FT
19	3/6/26	ERNESTO GARCIA	FIREFIGHTER RECRUIT	FIRE	FT
20	3/6/26	ALDO PEREZ ALDAVAZ	FIREFIGHTER RECRUIT	FIRE	FT
21	3/6/26	JULIE GANT LIKENS	ADMIN. ASSISTANT SR. EMS	PUBLIC SAFETY	FT
22	3/9/26	SHAWNA VAN DYKE	PARALEGAL	LEGAL	FT
23	3/9/26	SAM PERRY	VEHICLE OPERATOR	TRANSIT	FT
24	3/9/26	JAESON GOODWIN	EMS LIEUTENANT PT	PUBLIC SAFETY	PT
25	3/9/26	KYLA FLEMING	EMS LIEUTENANT PT	PUBLIC SAFETY	PT
26	3/9/26	CARRIE HARDY	EMS LIEUTENANT PT	PUBLIC SAFETY	PT
27	3/13/26	ROBERTO DELACRUZ	POLICE OFFICER 1	POLICE	FT
28	3/16/26	JESUS RODRIGUEZ CHAIDEZ	EQUIPMENT OPERATOR	LANDFILL	FT
29	3/16/26	JULISSA CHAVEZ	LAB TECHNICIAN ASSISTANT	WWTP	FT
30	3/20/26	ESTEVAN MATA	POLICE OFFICER 2	POLICE	FT
31	3/20/26	EZEQUIEL BURROLA	LIFE GUARD 1	RECREATION	PT
32	3/23/26	SANTIAGO DOMINGUEZ	W&S MAINTENANCE WORKER I	PUBLIC WORKS	FT
33	3/23/26	VALERIE JIMENEZ	PROPERTY EVIDENCE CUSTODIAN	POLICE	FT
34	3/23/26	MATTHEW YOUNG-DILLS	VEHICLE OPERATOR	TRANSIT	FT
35	3/27/26	MIGUEL TERAN	POLICE RECRUIT	POLICE	FT
36	3/30/26	RICKY STEWART	VEHICLE OPERATOR	TRANSIT	PT
37	3/31/26	PAYTON ABALOS	LIFE GUARD 1	RECREATION	PT
	TRANSFERS				
	Date	Name	Position	Department	Status
1					
	PROMOTIONS				
	Date	Name	Position	Department	Status
1	3/1/2026	ALBERTO ALDANA LOPEZ	CHIEF OF POLICE	POLICE	SR
2	3/6/26	MANUEL VENZOR	FIREFIGHTER RECRUIT	FIRE	FT
3	3/6/26	GREG DE LOS SANTOS	POLICE RECRUIT	POLICE	FT
4	3/6/26	JAKE CARPENTER	FIRE LIEUTENANT 2	FIRE	FT

5	3/6/26	SIMON QUINONES	FIREFIGHTER 2	FIRE	FT
6	3/6/26	RYAN CRAINE	DEPUTY POLICE CHIEF	POLICE	SR
7	3/6/26	BRITTANY SHANNON	ASSISTANT DEPARTMENT MANAGER	DISPATCH	SR
8	3/6/26	SEBASTIAN MANSMITH	FIRE APPRATUS OPERATOR 2	FIRE	FT
9	3/20/26	ROBERTA THOMPSON	ASSISTANT CITY MANAGER	ADMINISTRATION	SR
10	3/20/26	ERICK MERRYFIELD	UTILITY CONSTRUCTION COORDINATOR	PUBLIC WORKS	FT
11	3/20/26	ANGELIQUE SANCHEZ	AUTOMATED COLLECTION OPERATOR	SANITATION	FT
12	3/20/2026	LEO DE LA ROSA JR.	EQUIPMENT OPERATOR WATER	PUBLIC WORKS	FT
13	3/20/26	ROBERT DICKERSON	PARKS GROUNDS LEAD	PARKS	FT
	DEMOTIONS				
	Date	Name	Position	Department	Status
1					
	EXITS				
	Date	Name	Position	Department	Status
1	3/6/2026	ALDO PEREZ ALDAVAZ	FIREFIGHTER RECRUIT	FIRE	FT
2	3/10/2026	JEREMY SEABREASE	FIREFIGHTER RECRUIT	FIRE	FT
3	3/11/2026	JONATHAN LEDBETTER	FIREFIGHTER RECRUIT	FIRE	FT
4	3/12/2026	JUSTIN ZUMWALT	FIREFIGHTER RECRUIT	FIRE	FT
5	3/12/26	VALERIE AMAYA	ADMINISTRATIVE ASSISTANT	POLICE	FT
6	3/12/26	ZACHARY GIBBS	VEHICLE OPERATOR	TRANSIT	FT
7	3/12/26	ZOE AYON	ZOO KEEPER	ZOO	FT
8	3/13/26	JONATHAN KLOPFER	FACILITIES MAINTENANCE LABORER	FACILITIES MAINTENANCE	FT
9	3/13/26	JEREMY HOWE	PLANETARIUM COORDINATOR	MUSEUM	FT
10	3/13/26	SUSAN DOYLE	MUSEUM STORE CLERK	MUSEUM	PT
11	3/13/26	BARBARA POSUNIAK	MUSEUM STORE SUPERVISOR	MUSEUM	FT
12	3/13/26	AMBER SMITH	MUSEUM OPERATIONS MANAGER	MUSEUM	FT
13	3/13/26	ALYSSA SMITH	PLANETARIUM ASSISTANT	MUSEUM	PT
14	3/13/26	JERRYME LEDESMA	BASKETBALL OFFICIAL	RECREATION	TP
15	3/13/26	CHRIS VARGAS	BASKETBALL OFFICIAL	RECREATION	TP
16	3/13/26	BRIAN CASAUS	BASKETBALL OFFICIAL	RECREATION	TP
17	3/13/26	ABIGAIL MORALES	BASKETBALL OFFICIAL	RECREATION	TP
18	3/13/26	MEGAN HARRIS	BASKETBALL OFFICIAL	RECREATION	TP
19	3/13/26	SARA ACREY	ZOO KEEPER	ZOO	FT
20	3/15/26	SANTANA PRUDENCIO WILLIAMS	RECREATION AIDE 2	RECREATION	PT
21	3/19/26	CLOE MEDRANO	REGISTRAR MUSEUM	MUSEUM	FT
22	3/20/26	ANDREA MANZANARES	RECREATION AIDE 2	RECREATION	TP
23	3/20/26	FRANCISCO GARCIA	FIREFIGHTER 1	FIRE	FT
24	3/23/26	BRIAN JEFFERSON	POLICE SERGEANT	POLICE	FT
25	3/23/26	MANUEL SIGALA	PARKS LABORER TEMP	PARKS	TP
26	3/24/26	MICHAEL MCCLAIN	NETWORK ADMINISTARTOR ENGINEER	INFORMATION TECHNOLOGY	SR
27	3/25/26	JOSE MARTINEZ	LEAD & COPPER TECHNICIAN TEMP	CENTRAL CONTROL	TP
28	3/30/26	IVAN PUCHI MORALES	LUBE TECHNICIAN	SANITATION	FT
	RETIREMENT				
	Date	Name	Position	Department	Status
1	3/1/26	LANCE BATEMAN	POLICE CHIEF	POLICE	SR
2	3/19/26	KENNETH HUGHLETT	VEHICLE MAINTENANCE SUPERVISOR	FLEET MAINTENANCE	SR
3	3/31/26	MARK MAHONE	POLICE LIEUTENANT	POLICE	SR
4	3/31/26	MICHAEL MATHEWS	DEPUTY CITY MANAGER	ADMINISTRATION	SR

Employee Turnover



Period Start Date: 3/20/2026
Period End Date: 4/2/2026

Legal Committee

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
Location: 4011 ELECTED OFFICIALS					
1001	MAYOR	1	1	0	0.00%
1002	MAYOR PRO TEM	1	1	0	0.00%
1003	CITY COUNCILOR WARD 1	2	2	0	0.00%
1004	CITY COUNCILOR WARD 2	2	2	0	0.00%
1005	CITY COUNCILOR WARD 3	2	2	0	0.00%
1006	CITY COUNCILOR WARD 4	1	1	0	0.00%
1007	CITY COUNCILOR WARD 5	2	2	0	0.00%
Location: 4013 ADMINISTRATION					
1008	CITY MANAGER	1	1	0	0.00%
1012	DEPUTY CITY MANAGER	1	1	0	0.00%
1435	PROJECT MANAGER	1	1	0	0.00%
1509	ASSISTANT CITY MANAGER	1	1	0	0.00%
Location: 4015 CITY CLERK					
1019	CITY CLERK	1	1	0	0.00%
1020	DEPUTY CITY CLERK	1	1	0	0.00%
1285	CITY CLERK OFFICE ASSISTANT	2	2	0	0.00%
Location: 4021 MUNICIPAL COURT					
1022	DEPUTY COURT CLERK	3	3	0	0.00%
1023	MUNICIPAL JUDGE	1	1	0	0.00%
1024	BAILIFF	1	1	0	0.00%
1025	COMPLIANCE OFFICER	1	1	0	0.00%
1336	COURT ADMINISTRATOR	1	1	0	0.00%
Location: 4041 FINANCIAL ADMINISTRATION					
1037	PURCHASING TECHNICIAN	1	1	0	0.00%
1312	SENIOR ACCOUNTANT	1	1	0	0.00%
1414	CITY TREASURER	1	1	0	0.00%
1449	PAYROLL SPECIALIST	1	1	0	0.00%
1476	ASSISTANT FINANCE DIRECTOR	1	1	0	0.00%
1485	STAFF ACCOUNTANT	1	1	0	0.00%
1486	GRANT COORDINATOR	1	1	0	0.00%

Employee Turnover



Period Start Date: 3/20/2026

Period End Date: 4/2/2026

1496	ACCOUNTS RECEIVABLE SPECIALIST	2	2	0	0.00%
1497	PAYROLL MANAGER	1	1	0	0.00%
1498	FIXED ASSET ACCOUNTANT	1	1	0	0.00%
1499	PROCUREMENT OFFICER	1	1	0	0.00%
1500	ACCOUNTS PAYABLE SPECIALIST	2	2	0	0.00%
1504	GRANT WRITER	0	0	0	#DIV/0!

Location: 4051 LEGAL	3	3	0	0.00%
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1339	PARALEGAL	1	1	0	0.00%
1455	CONTRACTS & CLAIMS ADMIN	1	1	0	0.00%
1506	ACTING CITY ATTORNEY	1	1	0	0.00%

Location: 4061 HUMAN RESOURCES	9	9	0	0.00%
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1038	HR ADMINISTRATIVE ASSISTANT SR	1	1	0	0.00%
1041	DEPT MANAGER HUMAN RESOURCES	1	1	0	0.00%
1042	DEPARTMENT DIRECTOR H.R.	1	1	0	0.00%
1287	SAFETY COORDINATOR	1	1	0	0.00%
1443	TRAINING SPECIALIST CDL	1	1	0	0.00%
1447	EMPLOYEE/BENEFITS SUPERVISOR	1	1	0	0.00%
1451	HUMAN RESOURCES SPECIALIST	2	2	0	0.00%
1465	HR/SAFETY GENERALIST	1	1	0	0.00%

Location: 4071 FACILITIES MAINTENANCE	10	10	0	0.00%
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1045	FACILITIES MAINT. SPECIALIST	4	4	0	0.00%
1046	FACILITIES MAINT. SPEC SR.	1	1	0	0.00%
1259	PROJECT AND FACILITY MANAGER	1	1	0	0.00%
1319	ADMIN. ASST. SENIOR FACILITIES	1	1	0	0.00%
1379	FAC. MAINTENANCE HVAC SPEC SR.	1	1	0	0.00%
1440	FACILITIES MAINT. LABORER	1	1	0	0.00%
1445	FAC. MAINT. LOCKSMITH TECH	1	1	0	0.00%

Location: 4111 POLICE DEPARTMENT	115	116	0	0.00%
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1043	CUSTODIAN	1	1	0	0.00%
1249	OFFICE ASSISTANT POLICE	6	6	0	0.00%
1500	ADMIN. ASSISTANT SR. POLICE	3	3	0	0.00%
1253	POLICE SERV AIDE CAREER PATH	3	3	0	0.00%
1054	POLICE RECRUIT	11	11	0	0.00%

Employee Turnover



Period Start Date: 3/20/2026

Period End Date: 4/2/2026

1055	POLICE OFFICER 1	21	21	0	0.00%
1056	POLICE OFFICER 2	22	22	0	0.00%
1057	POLICE OFFICER 3	1	1	0	0.00%
1058	POLICE SERGEANT	13	13	0	0.00%
1059	POLICE LIEUTENANT	3	3	0	0.00%
1060	POLICE CAPTAIN	2	2	0	0.00%
1061	DETECTIVE	12	12	0	0.00%
1062	DEPUTY POLICE CHIEF	2	2	0	0.00%
1063	POLICE CHIEF	1	1	0	0.00%
1064	POLICE RECORDS SUPERVISOR	1	1	0	0.00%
1065	EVIDENCE PROPERTY CUSTODIAN	2	3	0	0.00%
1066	TSU CRIME SCENE TECHNICIAN	2	2	0	0.00%
1067	ADMIN. ASSISTANT POLICE	4	4	0	0.00%
1473	REALTIME CRIME CENTER OPERATOR	2	2	0	0.00%
1515	TECHNICAL SERVICE UNIT SENIOR	3	3	0	0.00%

Location: 4121 FIRE DEPARTMENT

N		91	91	0	0.00%
1068	ADMIN. ASSISTANT SR. FIRE	1	1	0	0.00%
1070	FIREFIGHTER RECRUIT	9	9	0	0.00%
1071	FIREFIGHTER 1	16	16	0	0.00%
1072	FIREFIGHTER 2	4	4	0	0.00%
1073	FIREFIGHTER 3	1	1	0	0.00%
1074	FIRE APPARATUS OPERATOR 1	10	10	0	0.00%
1075	FIRE APPARATUS OPERATOR 2	13	13	0	0.00%
1076	FIRE APPARATUS OPERATOR 3	1	1	0	0.00%
1077	FIRE LIEUTENANT 1	4	4	0	0.00%
1078	FIRE LIEUTENANT 2	11	11	0	0.00%
1079	FIRE LIEUTENANT 3	8	8	0	0.00%
1080	BATTALION CHIEF	3	3	0	0.00%
1081	DEPUTY FIRE CHIEF	2	2	0	0.00%
1082	FIRE CHIEF	1	1	0	0.00%
1083	DIVISION CHIEF	1	1	0	0.00%
1271	DEPUTY FIRE MARSHAL	3	3	0	0.00%
1281	FIREMARSHAL	1	1	0	0.00%

Employee Turnover



Period Start Date: 3/20/2026

Period End Date: 4/2/2026

1308	DIVISION CHIEF - EMS	1	1	0	0.00%
1320	ARFF COORDINATOR	1	1	0	0.00%
Location: 4125 PUBLIC SAFETY					
1383	EMS CAPTAIN	5	5	0	0.00%
1490	ADMIN. ASSISTANT SR. EMS	1	1	0	0.00%
1491	EMS LIEUTENANT PT	3	3	0	0.00%
Location: 4131 PLANNING & ZONING					
1017	COMMUNITY DEVELOPMENT DIRECTOR	1	1	0	0.00%
1018	PLANNER SENIOR	1	1	0	0.00%
1260	COMMUNITY DEVELOPMENT PRP TECH	1	1	0	0.00%
1314	PLANNER II	1	1	0	0.00%
1344	CUSTOMER SERVICE SPECIALIST	1	1	0	0.00%
Location: 4135 ENGINEERING					
1159	CONSTRUCTION INSPECTOR SR.	2	2	0	0.00%
1160	ENGINEERING TECHNICIAN	2	2	0	0.00%
1162	DIRECTOR OF ENGR. & INFRA.	1	1	0	0.00%
1192	ADMIN. ASST. SR. PUBLIC WORKS	1	1	0	0.00%
1306	ENGINEER SR	1	1	0	0.00%
1307	GEOGRAPHIC INFORMATION SYSTEM	1	1	0	0.00%
1370	ENGINEERING CONSTRUCTION SUPER	1	1	0	0.00%
Location: 4151 CODE ENFORCEMENT					
1086	OFFICE ASST. CODE ENFORCEMENT	1	1	0	0.00%
1087	ADMIN ASST SR. CODE ENFORCEMEN	1	1	0	0.00%
1091	PLUMBING INSPECTOR	1	1	0	0.00%
1092	CODE ENFORCEMENT OFFICER	4	4	0	0.00%
1093	SUPERVISOR CODE ENFORCEMENT	1	1	0	0.00%
1376	BUILDING OFFICIAL	1	1	0	0.00%
1464	BUSINESS LICENSE CLERK	1	1	0	0.00%
Location: 4161 ANIMAL CONTROL					
1394	OFFICE ASST. ANIMAL CONTROL	1	1	0	0.00%
1395	ANIMAL CONTROL OFFICER	5	5	0	0.00%
1397	KENNEL COORDINATOR	1	1	0	0.00%
1098	KENNEL WORKER	5	5	0	0.00%

Employee Turnover



Period Start Date: 3/20/2026

Period End Date: 4/2/2026

1048	ANIMAL SERVICES MANAGER	1	1	0	0.00%
Location: 4181 C.E.P.					
1099	DEPT MGR EMERGENCY MGMT	1	1	0	0.00%
Location: 4192 COMMUNITY ENHANCEMENT					
1100	COMMUNITY IMPROVEMENT TECH.	1	1	0	0.00%
Location: 4211 LIBRARY					
1101	ADMIN. ASSISTANT LIBRARY	1	1	0	0.00%
1103	LIBRARY PAGE SENIOR	2	2	0	0.00%
1104	TECHNICAL SERVICE ASSISTANT	1	1	0	0.00%
1105	LIBRARY ASSISTANT- CIRCULATION	2	2	0	0.00%
1107	REFERENCE ASSISTANT	1	1	0	0.00%
1109	LIBRARY CATALOGER	1	1	0	0.00%
1112	DEPARTMENT DIRECTOR LIBRARY	1	1	0	0.00%
1267	INTER LIBRARY L & R LIBRARIAN	1	1	0	0.00%
1354	YOUTH LIBRARIAN ASSISTANT	1	1	0	0.00%
1387	LIBRARY PAGE SENIOR PT	6	6	0	0.00%
1441	STEM INSTRUCTOR	1	1	0	0.00%
1474	HEAD OF CIRCULATION	1	1	0	0.00%
Location: 4221 MUSEUM					
1123	CURATOR OF COLLECTIONS AND EXH	1	1	0	0.00%
1124	DEPARTMENT DIRECTOR MUSEUM	1	1	0	0.00%
1303	MUSEUM EDUCATOR	1	1	0	0.00%
Location: 4231 PARKS					
1043	CUSTODIAN	1	1	0	0.00%
1126	ADMIN. ASSISTANT SR. PARKS	1	1	0	0.00%
1127	LABORER PARKS	11	11	0	0.00%
1128	GROUPS MAINT WORKER PARKS	10	10	0	0.00%
1129	GROUPS MAINT WORKER SR PARKS	4	4	0	0.00%
1130	SUPERINTENDENT PARKS	1	1	0	0.00%
1251	DEPARTMENT DIRECTOR RECREATION	1	1	0	0.00%
1229	PARKS SUPERVISOR	1	1	0	0.00%
1219	PARKS LABORER TEMP	4	4	0	0.00%
1505	GROUPS MAINTENANCE LEAD	1	1	0	0.00%

Employee Turnover



Period Start Date: 3/20/2026
Period End Date: 4/2/2026

Location: 4232 ZOO				
1433	LABORER ZOO	1	1	0.00%
1434	ZOO KEEPER	1	1	0.00%
1435	GROUNDS MAINTENANCE WORKER ZOO	1	1	0.00%
1439	LEAD ZOO KEEPER	1	1	0.00%
1456	ZOO SUPERVISOR	1	1	0.00%
Location: 4233 GOLF				
1139	GROUNDS MAINT. WORKER GOLF	3	3	0.00%
1141	SUPERVISOR GOLF	1	1	0.00%
1142	SUPERINTENDENT GOLF	1	1	0.00%
1331	GOLF COURSE MANAGER	1	1	0.00%
1351	GOLF SHOP SUPERVISOR	1	1	0.00%
1352	OUTSIDE SRVS ATTENDANT GOLF	3	3	0.00%
1353	GOLF SHOP SR ATTENDANT	3	3	0.00%
1365	BEVERAGE CART ATTENDANT	1	1	0.00%
1431	GOLF SHOP LEAD SR ATTENDANT	1	1	0.00%
Location: 4241 RECREATION				
1046	FACILITIES MAINT. SPEC SR.	1	1	0.00%
1143	OFFICE ASSISTANT RECREATION	1	1	0.00%
1145	RECREATION AIDE 2	2	2	0.00%
1146	RECREATION LEADER	1	1	0.00%
1148	SUPERVISOR RECREATION	1	1	0.00%
1150	RECREATION MANAGER	1	1	0.00%
1412	RECREATION AIDE 1 PT	8	8	0.00%
1436	BASKETBALL OFFICIAL TEMP	3	3	0.00%
1478	REC INSTRUCTOR-PART TIME	1	1	0.00%
1482	RECREATION LEADER SR	1	1	0.00%
Location: 4242 RECREATION AQUATIC POOL				
1383	LIFE GUARD 1 PT	8	9	0.00%
1426	HEAD LIFE GUARD PT	2	2	0.00%
1442	AQUATICS SPECIALIST	1	1	0.00%
Location: 4243 ADULT CENTER				
1146	RECREATION LEADER	1	1	0.00%

Employee Turnover



Period Start Date: 3/20/2026

Period End Date: 4/2/2026

Location: 4252 CONVENTION CENTER						
1322	GENERAL FACILITIES & OPER. MGR	3	3	0	0.00%	
1347	ACCOUNTING MANAGER	1	1	0	0.00%	
1403	OPERATIONS & HOSPITALITY SPEC.	1	1	0	0.00%	
Location: 4253 VISITOR CENTER						
1278	GUEST SERVICES ASSOCIATE VC	2	2	0	0.00%	
1280	VISITOR CENTER STORE LEAD	1	1	0	0.00%	
1300	GUEST SERVICES STORE SUPV	1	1	0	0.00%	
Location: 4261 PUBLIC RELATIONS						
1155	PUBLIC INFORMATION OFFICER	1	1	0	0.00%	
1247	GRAPHIC DESIGNER	1	1	0	0.00%	
1457	SPECIAL EVENT SUPERVISOR	1	1	0	0.00%	
Location: 4323 STREETS						
1167	MAINTENANCE WORKER STREETS	9	9	0	0.00%	
1168	MAINTENANCE WORKER SR. STREETS	4	4	0	0.00%	
1170	EQUIPMENT OPERATOR STREETS	4	4	0	0.00%	
1171	EQUIPMENT OPERATOR SR. STREETS	3	3	0	0.00%	
1172	SUPERVISOR STREETS	1	1	0	0.00%	
1173	SUPERINTENDENT STREETS	1	1	0	0.00%	
1378	ADMIN ASSISTANT SR SPEC STREET	1	1	0	0.00%	
Location: 4325 SPECIAL ELECTRONICS						
1165	TRAFFIC SIGNAL TECHNICIAN	2	2	0	0.00%	
1166	SPECIAL ELECTRONICS SUPVR.	1	1	0	0.00%	
Location: 4331 AIRPORT - ADMINISTRATION						
1175	ADMIN. ASSISTANT SR. RIAC	1	1	0	0.00%	
1177	AIR CENTER DEPUTY DIRECTOR	1	1	0	0.00%	
1270	AIRPORT SECURITY COORDINATOR	1	1	0	0.00%	
1279	AIRPORT PROPERTY/CONTRACTS COR	1	1	0	0.00%	
1417	ASST. AIRPORT SECURITY COORD.	1	1	0	0.00%	
1434	AIRPORT CREDENTIALING SPC	1	1	0	0.00%	
1479	ASST AIRPORT CRED SPECIALIST	1	1	0	0.00%	
1487	RESTAURANT/BAR MANAGER	1	1	0	0.00%	
1488	ASST RESTAURANT/BAR MANAGER	1	1	0	0.00%	

Employee Turnover



Period Start Date: 3/20/2026

Period End Date: 4/2/2026

Location: 4332 AIRPORT - OPERATIONS					
1178	FACILITIES MAINT SP. SR. RIAC	7	7	0	0.00%
1179	SUPERVISOR RIAC	1	1	0	0.00%
1180	MAINTENANCE WORKER RIAC	5	5	0	0.00%
Location: 4341 SANITATION					
1183	SUPERVISOR SOLID WASTE	29	29	0	0.00%
1185	AUTOMATED COLLECTION OPERATOR	2	2	0	0.00%
1186	SOLID WASTE/FACILITY MANAGER	17	17	0	0.00%
1373	HEAVY-DUTY TECHNICIAN	1	1	0	0.00%
1374	LUBE TECHNICIAN	4	4	0	0.00%
1375	PARTS TECHNICIAN	1	1	0	0.00%
1477	SOLID WASTE ADMIN ANALYST	1	1	0	0.00%
1480	SOLID WASTE ADMIN ASSISTANT	1	1	0	0.00%
1484	EMERGENCY VEHICLE TECHNICIAN	1	1	0	0.00%
Location: 4342 LANDFILL					
1187	ACCOUNTING TECHNICIAN II	12	12	0	0.00%
1189	EQUIPMENT OPERATOR	1	1	0	0.00%
1191	SANITATION WORKER	6	6	0	0.00%
1330	ENVR COMPLIANCE SPECIALIST	2	2	0	0.00%
1458	SCALE HOUSE ATTENDANT	1	1	0	0.00%
1469	EQUIPMENT OPERATOR SR	1	1	0	0.00%
Location: 4352 WATER - CUSTOMER SERVICE					
1193	CUSTOMER SERVICE CLERK	15	15	0	0.00%
1195	UTILITIES BILLING SUPERVISOR	7	7	0	0.00%
1348	METER READER	1	1	0	0.00%
1460	UTILITIES BILLING MANAGER	5	5	0	0.00%
1481	METER READER SUPERVISOR	1	1	0	0.00%
Location: 4353 CENTRAL CONTROL					
1196	WATER PRODUCTION OPERATOR	9	8	1	11.76%
1269	DEPUTY SUPERINTENDENT	5	5	0	0.00%
1292	WATER PRODUCTION OPERATOR SR	1	1	0	0.00%
1289	ADMIN. WATER METER SPECIALIST	1	1	0	0.00%
1492	LEAD & COPPER TECHNICIAN TEMP	1	0	1	200.00%

Employee Turnover



Period Start Date: 3/20/2026

Period End Date: 4/2/2026

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4847	MARTINEZ, JOSE	1492101	LEAD & COPPER TECHNICIAN TEMP	2/17/2026	3/25/2026
Location: 4354 PUBLIC WORKS					
1201	ADMIN. ASSISTANT SR. WATER	32	1	33	0
1202	WAREHOUSE WORKER		1	1	0
1203	WAREHOUSE WORKER SR.		1	1	0
1204	W & S MAINTENANCE WORKER II		0	0	#DIV/0!
1205	MAINTENANCE WORKER SR. WATER		2	2	0
1206	EQUIPMENT OPERATOR WATER		8	8	0
1208	SUPERINTENDENT WATER		1	1	0
1209	SUPERVISOR WATER		1	1	0
1266	UTILITY DIRECTOR		1	1	0
1276	UTILITY LOCATOR TECHNICIAN		1	1	0
1286	W & S MAINTENANCE WORKER I		10	11	0
1309	VALVE MAINTENANCE SPECIALIST		2	2	0
1327	WORKFLOW COORD/INSPECTOR		1	1	0
1372	UTILITY CONSTR COORDINATOR		1	1	0
1377	METER MAINTENANCE TECHNICIAN		1	1	0
1501	SAFETY LIAISON		0	0	#DIV/0!
Location: 4355 WWTP					
1211	ADMIN. ASSISTANT SR. WWTP	13	1	13	0
1212	PRETREATMENT COORDINATOR WWTP		1	1	0
1213	OPERATOR WWTP		5	5	0
1214	OPERATOR SR. WWTP		1	1	0
1215	SUPERVISOR WWTP		1	1	0
1216	SUPERINTENDENT WWTP		1	1	0
1283	WWTP ELECTRICIAN		1	1	0
1311	MAINTENANCE WORKER WWTP		2	2	0
Location: 4356 WWTP - SEWER MAINTENANCE					
1219	EQUIPMENT OPERATOR WWTP	5	3	5	0
1254	EQUIPMENT OPERATOR SR. WWTP		2	2	0
Location: 4358 WWTP - CITY LAB					
1221	LAB TECHNICIAN ASSISTANT WWTP	3	2	3	0

Employee Turnover



Period Start Date: 3/20/2026
Period End Date: 4/2/2026

1222	LABORATORY TECHNICIAN WWTP	1	1	0	0.00%
Location: 4411 CEMETERY					
1223	ADMIN. ASSISTANT CEMETERY	1	1	0	0.00%
1224	GROUPS MAINT. WORKER CEMETERY	3	3	0	0.00%
1225	GROUPS MAINT. WORKER SR. CEM.	4	4	0	0.00%
1226	SUPERINTENDENT CEMETERY	1	1	0	0.00%
1324	CEMETERY SUPERVISOR	1	1	0	0.00%
Location: 4511 PECOS TRAILS TRANSIT					
1043	CUSTODIAN	1	1	0	0.00%
1229	TRANSIT OPERATIONS SUPV II	1	1	0	0.00%
1231	VEHICLE OPERATOR TRANSIT	14	16	0	0.00%
1232	TRANSIT DIRECTOR	1	1	0	0.00%
1265	TRANSIT MANAGER	1	1	0	0.00%
1315	TRANSIT OPERATIONS SUPV I	1	1	0	0.00%
Location: 4631 INFORMATION TECHNOLOGY					
1233	INFORMATION TECHNOLOGY TECH.	1	1	0	0.00%
1234	DEPARTMENT DIRECTOR IT	1	1	0	0.00%
1235	IT TECHNICIAN SR.	2	2	0	0.00%
1364	NETWORK ADMINISTRATOR ENGINEER	1	1	0	0.00%
1446	SYSTEMS & DATA INTEGRATION SPE	1	1	0	0.00%
Location: 4656 CONSOLIDATED DISPATCH					
1236	EMERGENCY COMM. DISPATCHER	4	5	0	0.00%
1237	EMERGENCY COMM. SUPERVISOR	4	4	0	0.00%
1238	DEPARTMENT MANAGER DISPATCH	1	1	0	0.00%
1358	TERMINAL AGENCY COORDINATOR	1	1	0	0.00%
1437	EMERGENCY COMM. ADMIN ASST.	2	2	0	0.00%
1503	ASSISTANT DEPARTMENT MANAGER	1	1	0	0.00%

Roswell, NM

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ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 6.

Legal Committee

Meeting Date: 04/23/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

DEPARTMENT NAME:

Safety March Report.

Attachments

March-2026-Tally Report (Safety)

March 2026 Safety Report

ACCIDENT OR INCIDENT / 3RD PARTY		
DEPARTMENT	1-Mar	3rd PARTY
ADULT CENTER	0	0
AIR CENTER	0	0
ANIMAL SERVICES	0	0
AQUATIC CENTER	0	0
CEMETERY	0	0
CENTRAL CONTROL	0	0
CITY CLERK	0	0
CODE ENFORCEMENT	0	0
CONVENTION CENTER	1	1
DISPATCH	0	0
ENGINEERING	0	0
FACILITIES MAINTENANCE	1	0
FIRE DEPARTMENT	1	0
GOLF	0	0
HR/Safety	0	0
IT	0	0
LEGAL	0	0
LIBRARY	0	0
MUSEUM	0	0
PARKS	0	0
POLICE DEPARTMENT	2	0
PUBLIC AFFAIRS	0	0
REC CENTER	0	0
SPECIAL ELECTRONICS	0	0
SOLID WASTE	5	0
STREETS	1	1
TRANSIT	3	2
VISITORS CENTER	0	0
WATER	4	0
WWTP	1	0
ZOO	0	0
TOTAL	19	4

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

DEPARTMENT	PROPERTY	3rd Party
Convention Center	1	1
Police	1	0
Solid Waste	4	1
Streets	1	1
TOTAL	7	3

DEPARTMENT	MVA	3rd Party
Fire	1	0
Police	1	0
Solid Waste	4	1
Transit	2	2
Water	2	1
WWTP	1	0
TOTAL	11	4

March 2026 Safety Report

ACCIDENT / INCIDENT BY DEPARTMENTS YTD														
DEPARTMENT / MONTH	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD TOTALS	3rd Party
ADULT CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AIR CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ANIMAL SERVICES	1	1	0	0	0	0	0	0	0	0	0	0	2	2
AQUATIC CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CEMETERY	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CENTRAL CONTROL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CITY CLERK	0	0	0	0	0	0	0	0	0	0	0	0	0	0
COMMUNITY DEVELOPMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CONVENTION CENTER	0	0	1	0	0	0	0	0	0	0	0	0	1	0
DISPATCH	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ENGINEERING	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FACILITIES MAINTENANCE	0	0	1	0	0	0	0	0	0	0	0	0	1	0
FIRE DEPARTMENT	3	2	1	0	0	0	0	0	0	0	0	0	6	3
GOLF	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HR/SAFETY	0	0	0	0	0	0	0	0	0	0	0	0	0	0
IT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LEGAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LIBRARY	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MUSEUM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PARKS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
POLICE DEPARTMENT	3	6	2	0	0	0	0	0	0	0	0	0	11	6
PUBLIC AFFAIRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
REC CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SPECIAL ELECTRONICS	0	2	0	0	0	0	0	0	0	0	0	0	2	2
SOLID WASTE	1	2	5	0	0	0	0	0	0	0	0	0	8	2
STREETS	0	1	1	0	0	0	0	0	0	0	0	0	2	1
TRANSIT/FLEET	2	2	3	0	0	0	0	0	0	0	0	0	7	1
VISITORS CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
WATER	0	0	4	0	0	0	0	0	0	0	0	0	4	0
WWTP	0	0	1	0	0	0	0	0	0	0	0	0	1	0
ZOO	1	0	0	0	0	0	0	0	0	0	0	0	1	0
TOTALS	11	16	19	0	0	0	0	0	0	0	0	0	46	17

March 2026 Safety Report

DEPARTMENT	INJ./ILL	First Aid Only	OSHA Recordable
Facilities	1	1	0
Police	1	1	0
Transit	2	1	1
Water	1	1	0
TOTAL	5	4	1

INJURY/DAMAGE	DESCRIPTION	3RD PARTY
Hand	struck by	No
Hand and Wrist	laceration	Yes
Back	strain	Yes
Knee	struck by	Yes

JANUARY 2026 - DECEMBER 2026 TRAINING		
MONTH/YEAR	Total Training HOURS	EMPLOYEE #S
JANUARY	1199	74
FEBRUARY	1592	183
MARCH	825	162
APRIL	0	0
MAY	0	0
JUNE	0	0
JULY	0	0
AUGUST	0	0
SEPTEMBER	0	0
OCTOBER	0	0
NOVEMBER	0	0
DECEMBER	0	0
YTD TOTALS	3,616	419

JANUARY 2026 - DECEMBER 2026 TRAINING	
MONTH/YEAR	TOTAL AMOUNT
Jan-2026	\$0.00
Feb-2026	\$0.00
Mar-2026	\$360.00
Apr-2026	\$0.00
May-2026	\$0.00
Jun-2026	\$0.00
Jul-2026	\$0.00
Aug-2026	\$0.00
Sep-2026	\$0.00
Oct-2026	\$0.00
Nov-2026	\$0.00
Dec-2026	\$0.00
YTD TOTAL	\$360.00

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 7.

Legal Committee

Meeting Date: 04/23/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

DEPARTMENT NAME:

Legal Department Monthly Report

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 8.

Legal Committee

Meeting Date: 04/23/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

DEPARTMENT NAME:

Review of Audit Committee's process (Arnold)

Legal Committee

Meeting Date: 04/23/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Consider recommending approval of Resolution 26-XX and adopting the 2026 City of Roswell Comprehensive Master Plan as the official planning guide to replace the 2016 Comprehensive Master Plan for the City of Roswell, New Mexico. (Hildreth)

BACKGROUND:

Initiated by Merideth Hildreth, Senior Planner, Community Development Department.

The 2026 Roswell Comprehensive Master Plan replaces the 2016 Comprehensive Master Plan as the policy document to guide the city's growth and land use development. Able City, LLC facilitated a year-long process that included Steering Committee Meetings and public input including a week-long charrette with open studio for public comment, a series of focus groups, presentations that showcased concepts and ideas from the public, and an online survey and comment periods. A final public input meeting was held on March 19, 2026. Quantum Consultants contributed engineering components to the plan and planning process as well as flood control conceptual drawings. The Comprehensive Master Plan, also referred to as Propel Roswell, contains goals pertaining to Land Use & Growth Management, Housing & Neighborhoods, Urban Design, Economic Development, Public Infrastructure & Transportation, Parks & Recreation, Environmental Resources & Sustainability. An Implementation Chapter is included.

FINANCIAL CONSIDERATION:

None at this time.

LEGAL REVIEW:

None at this time.

BOARD AND COMMITTEE ACTION:

This item went before the Infrastructure Committee on April 20, 2026. The Legal Committee on April 23, 2026 is the second committee to consider this request.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Resolution 26-XX Roswell 2026 Comprehensive Master Plan
2026 Roswell Comprehensive Master Plan

RESOLUTION 26-

A RESOLUTION OF THE CITY OF ROSWELL NEW MEXICO ADOPTING THE 2026 CITY OF ROSWELL COMPREHENSIVE MASTER PLAN AS THE OFFICIAL PLANNING GUIDE TO REPLACE THE 2016 COMPREHENSIVE MASTER PLAN FOR THE CITY OF ROSWELL.

WHEREAS, the City of Roswell desires to update the current 2016 Comprehensive Master Plan and adopt the 2026 City of Roswell Comprehensive Master Plan to serve as a planning guide for the City of Roswell's future development and growth; and

WHEREAS, adopting the 2026 Comprehensive Master Plan, the Mayor and City Council, by this resolution, make it official; and

WHEREAS, adopting the 2026 Comprehensive Master Plan will make it the official planning guide for the City of Roswell; and

THEREFORE, be it resolved by the Governing Body of the City of Roswell, New Mexico that the City adopts the 2026 Comprehensive Master Plan as a planning guide for the City of Roswell, New Mexico.

ADOPTED, SIGNED, AND APPROVED THIS _____ day of _____, 2026.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

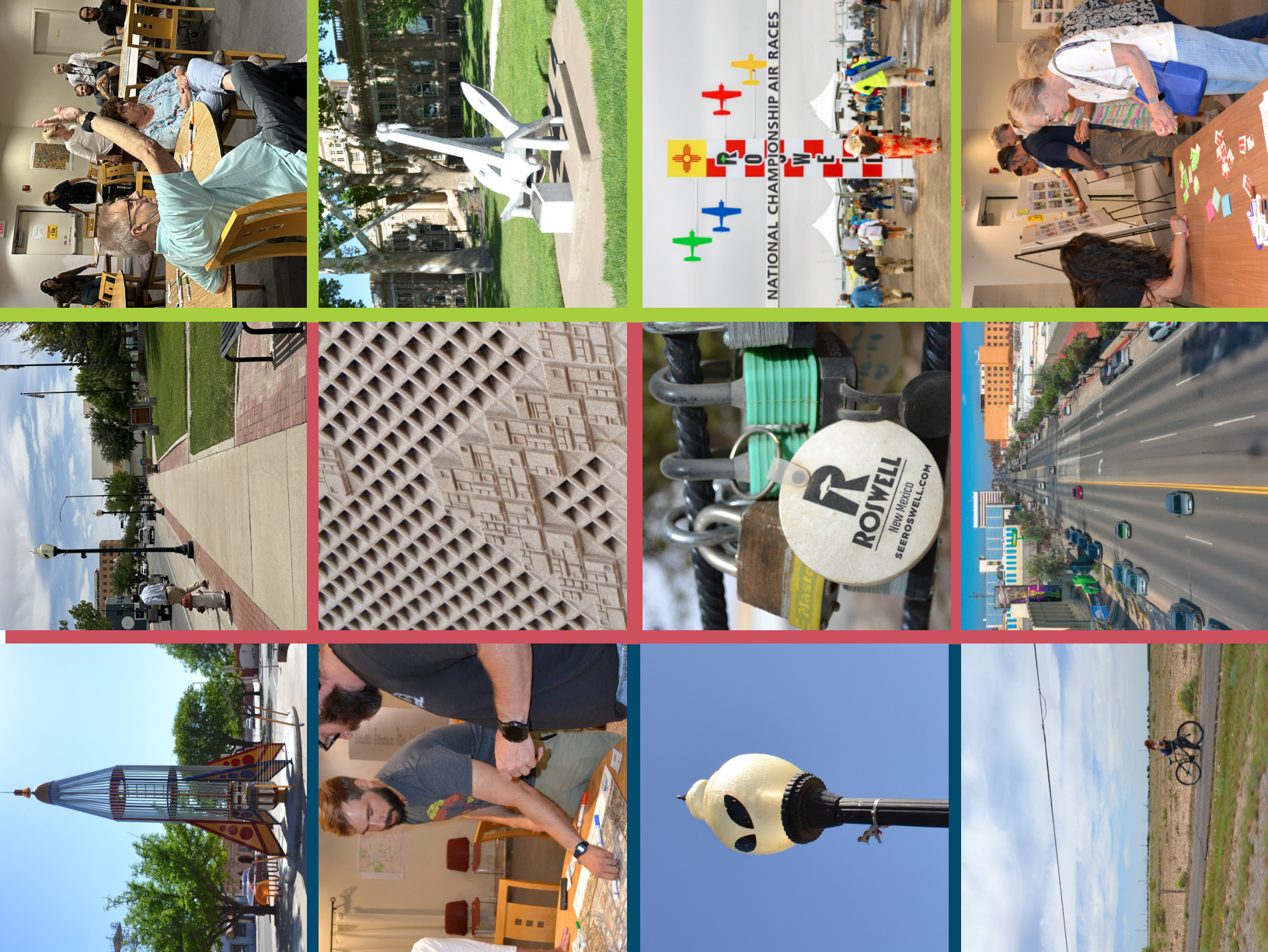
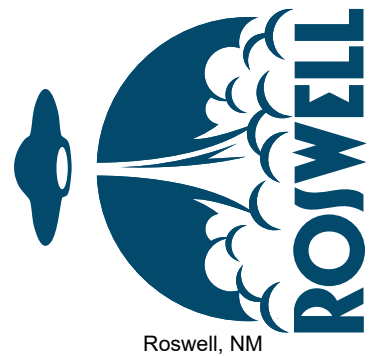
Amalia Martinez, City Clerk

CITY OF ROSWELL

Legal Committee

COMPREHENSIVE MASTER PLAN

2026



LEGAL COMMITTEE MEETING AGENDA

Thursday, April 23, 2026, at 2:00 P.M.

City Hall - Mike Mathews Conference Room

425 N. Richardson Ave., Roswell, New Mexico 88201

Chair: Will Cavin

Vice Chair: Cristina Arnold

Members: Juan Oropesa

Ed Heldenbrand

Angela Moore

Staff Liaison: C. Josh Nairn-Mahan

If you would like a hard copy of the *City of Roswell Comprehensive Master Plan 2026* (pg. 40-403), please contact the Clerk's Office at (575) 637-6202.

Legal Committee

Meeting Date: 04/23/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Resolution 26-XX: consider recommending adoption of Resolution 26-XX shall require the removal or demolition of one (1) dilapidated structure. (Franco)

BACKGROUND:

Initiated by: Toby Franco

These structures constitute a public nuisance harmful to the public health, safety and general welfare.

FINANCIAL CONSIDERATION:

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

LEGAL REVIEW:

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

BOARD AND COMMITTEE ACTION:

This is to be reviewed by the Legal Committee at their meeting on April 23, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

ATT 1 Resolution 25-XX Condemnations
ATT 2 Resolution 26-XX Condemnations

CITY OF ROSWELL
RESOLUTION 26-XX

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

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

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

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

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

3. In the event the owner or other interested party aggrieved shall file his

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

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

ADOPTED, SIGNED AND APPROVED 14th day of May 2026.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

Location	Condition	Name
2607 W ALAMEDA ST JOHNSON HEIGHTS ANNEX Block 1 Lot 2 Quarter NE S 1 T 11S R 23E	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	D SERVICES LLC 2 GARDEN PL ROSWELL, NM 88203

2607 W ALAMEDA ST



Legal Committee

Meeting Date: 04/23/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Consider recommending approval to advertise RFP 26-XX for HVAC and Plumbing services and repairs to City-owned facilities (Rogers).

BACKGROUND:

Initiated by: Mac Rogers

This request is for approval to advertise RFP 26-xx for HVAC and Plumbing services and repairs to City-owned facilities. We're requesting competitive sealed proposals from qualified Offerors to establish a pool of contractors capable of providing all new, upgrades or repairs to existing mechanical systems. These services will be provided on an on-call system based on Work Orders issued by City staff. The intent of this RFP is to ensure transparent, consistent, and verifiable pricing while streamlining project delivery and reducing the need for separate solicitations for each project.

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:

The April 23, 2026 Legal Committee will be the first consideration of this item.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

RFP Scope of Work

DRAFT SCOPE OF WORK

CITY OF ROSWELL



REQUEST FOR PROPOSALS

RFP: 26-XXX

HVAC and PLUMBING SERVICES

RFP Issue Date: 5/19/2026

PROPOSAL DUE: Friday June 19th 2026

**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 for HVAC and Plumbing services on demand as described herein. Offerors shall be capable of providing all new, upgrades or repairs to the existing mechanical services and systems, or completely new installations, diagnostic services, and troubleshooting for the City. The intent of this RFP is to ensure transparent, consistent, and verifiable pricing while streamlining project delivery and reducing the need for separate solicitations for each project.

The successful Offeror shall provide HVAC and Plumbing services on an on call basis. In an emergency situation, the contractor must be willing and able to respond within two (2) hours of contact by any City Department. No work will be guaranteed from an award of this RFP. Contractors shall have the technical staff to perform diagnostic service and to prepare proposals for all costs and services needed to perform the work required and in compliance with the current national and state mechanical and plumbing codes.

The City intends to award this RFP as a multiple-source award to responsive and responsible Offerors per NMSA section 13-1-153.

SUMMARY SCOPE OF WORK

The scope of work includes, all costs needed and required to remove and to repair any defective heating, ventilation and air conditioning (HVAC) systems, materials and related work; to provide all preparation work and lay-out needed and required for the repair of existing HVAC systems and installation of new equipment and related systems. Work may include and any required maintenance needed for existing HVAC systems. The related work could include any upgrades, replacements or new installations of curbs, roof patching, concrete pads, screen walls, and associated ductwork.

Plumbing Services required under this Scope of Work include but are not limited to: installation of new plumbing fixtures, water heaters, electric water coolers, rodding and clearing of sewer lines, replacement of damaged or defective sewer lines, installation of new domestic water lines, hydrants, fire sprinkler/suppression systems and any other plumbing or natural gas related work.

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 Work Orders. For each project, the Contractor shall develop a detailed scope of work and a

DRAFT SCOPE OF WORK

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, 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 MM-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.

DRAFT SCOPE OF WORK

- 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.
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. 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. Please refer to the NM Workforce Solutions website for prevailing wage rates. Prevailing wage decisions will be issued per project when the project is identified and exceeds sixty thousand dollars (\$60,000). 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. 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. 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. Any technician servicing EPA regulated refrigerants in HVAC units MUST have a valid EPA Section 608 Certification covering the applicable refrigerant
 - c. 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.

Legal Committee

Meeting Date: 04/23/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Request for approval to proceed with the burial of overhead power lines at the Air Center to enhance safety for Air Race training and event operations. (Vigil)

BACKGROUND:

Initiated by: Paul Vigil

The National Championship Air Races (NCAR) have identified the existing overhead power lines at the Air Center as a safety concern during both training and racing activities. Burial of these lines is necessary to mitigate risk and ensure a safer environment for participants and operations.

FINANCIAL CONSIDERATION:

Funding for this project will be provided through Grant No. G22-G2773. The estimated total cost for the burial of the power lines is \$616,000.00, which includes boring. This estimate does not include trenching or applicable taxes.

LEGAL REVIEW:

Legal review is requested to confirm compliance.

BOARD AND COMMITTEE ACTION:

The Legal Committee on April 23, 2026 is the first to consider for initial review and recommendation.

STAFF RECOMMENDATION:

Staff recommends approval to proceed as presented, subject to legal review and confirmation.

Attachments

Xcel Estimate

Letty Kuykendall

Xcel Energy

Community Service Manager

111 E 5th St, Roswell, NM 88201

C: 575-706-5998 **O:** 575-625-5450

E: letty.kuykendall@xcelenergy.com

The following prices listed below are estimates without taxes and do not include any trenching. As discussed previously the trenching will be provided by you all. I went ahead and highlighted the area's below (purple) based on the Air Race priorities.

Section 1 (High importance) - \$270k

Section 2A- Off Airport (High importance)- \$96K

Section 2B-(High importance)- Required boring under the road- \$24K without our boring & you all can use your boring company OR \$44K with our boring company.

Section 3- \$47K

Section 4- \$77K

Section 5- \$82K

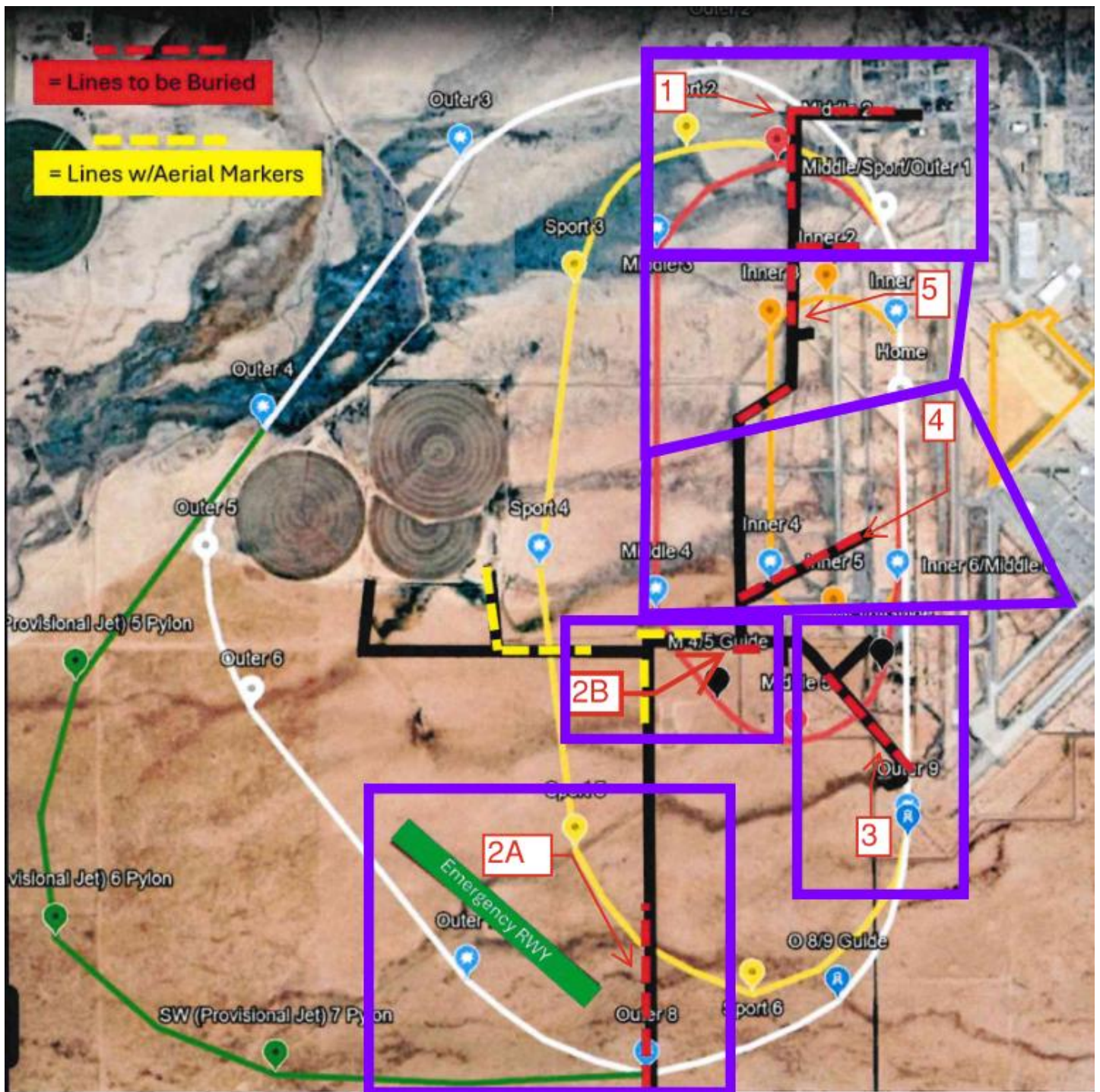
On Airport Total Est-\$ 500K without our boring OR \$520K with our boring. (not including taxes or trenching)

Off Airport Total Est- \$96K (not including taxes or trenching)

Grand Total \$616K (not including taxes or trenching) with our boring.

Grand Total \$596K (not including taxes or trenching) without our boring

****Please advise us of your decision regarding which sections you would like to move forward with at your earliest convenience, so we can finalize our designs and prepare the formal billing necessary to incorporate these sections into the construction schedule.****



Legal Committee

Meeting Date: 04/23/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Consider approval of a Professional Services Agreement between the City of Roswell Fire Department and Public Consulting Group, LLC to provide consulting services for the Ambulance Supplemental Payment Program (ASPP), including cost reporting, program development, and support to obtain Medicaid supplemental reimbursements. (Bunch)

BACKGROUND:

Initiated by: Randy Bunch

The Roswell Fire Department will provide emergency medical transport services, a portion of which may qualify for supplemental Medicaid reimbursement through the Ambulance Supplemental Payment Program (ASPP). The Centers for Medicare and Medicaid Services (CMS) allow states to establish alternative payment methodologies to support eligible providers.

Public Consulting Group, LLC has specialized expertise in assisting public agencies with cost reporting, program development, and compliance required to participate in ASPP. The City seeks to engage PCG to support the development, implementation, and ongoing administration of the ASPP, including preparation of required documentation and coordination with state and federal agencies. (Bunch)

FINANCIAL CONSIDERATION:

There is no immediate fiscal impact associated with approval of this item. Services will be compensated on a contingency basis as a percentage of Medicaid supplemental reimbursements received by the City.

LEGAL REVIEW:

Legal Department has reviewed this contract agreement.

BOARD AND COMMITTEE ACTION:

Legal Department is the first to review this item.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

PUBLIC CONSULTING GROUP EMERGENCY SERVICES AGREEMENT

PUBLIC CONSULTING GROUP EMERGENCY SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into by and between Roswell Fire Department (“CLIENT”) and Public Consulting Group LLC (“PCG”) as of March 10, 2026 (“Effective Date”).

WHEREAS, The Centers for Medicare and Medicaid Services (CMS) allows states to establish alternative payment methodologies for certain classes of providers, including ambulance providers, and

WHEREAS, PCG possesses professional skills that can assist CLIENT in analyzing and reporting costs to secure “supplemental payments”, and

WHEREAS, CLIENT wishes to engage PCG as an independent contractor to perform professional services in connection with this initiative;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, CLIENT and PCG hereby agree as follows:

- 1. Description of Services.** PCG will provide the professional services assigned by CLIENT and more fully described in Attachment A (the “Contracted Services”). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services, and shall render such Contracted Services in a prompt and diligent manner.
- 2. Term.** The Agreement will be effective from the Effective Date through December 31, 2029, unless this Agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Unless otherwise specified by CLIENT in writing, PCG will provide the Contracted Services for the full duration of this Agreement. PCG and CLIENT acknowledge that the program services described in Attachments A and B are dependent on receiving state and federal program approval, and it may be necessary to extend the term of this Agreement to receive additional reimbursements.

Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement. Specifically, notwithstanding the expiration or termination of the Agreement, CLIENT will compensate PCG as set forth herein with respect to any reimbursements CLIENT receives after the expiration or termination of this Agreement that are the result of the Contracted Services.

- 3. Compensation.** CLIENT will compensate PCG pursuant to the provisions contained in Attachment B and this Section 3, and unless the parties agree otherwise in writing, shall not pay PCG any other benefits, expenses, or compensation.

- a. CLIENT will compensate PCG within 30 days following the receipt of billing statements from PCG that comport with the terms of this Agreement. PCG shall submit billing statements directly to the CLIENT Contact Person identified in Section 5.
 - b. Upon termination or expiration of this Agreement, PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration.
- 4. **Termination.** This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within a reasonable period after written notice. Such reasonable period shall be no less than 10 business days. Termination of this Agreement will not discharge the obligations of the parties with respect to the protection of Proprietary or Confidential Information.
- 5. **Notices and Contact Persons.** Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective upon any of the following: (1) when delivered personally to the person designated below to receive notices for the party (the party's "Contact Person"); (2) when e-mailed to the party's Contact Person at the e-mail address listed below with an acknowledgment of receipt; or (3) five days after being deposited into the United States mail (either certified mail with return receipt requested, or first class postage prepaid), addressed to the party's Contact Person at the address set forth below. The individuals listed below shall serve as each party's Contact Person for purposes of this Agreement unless the party replaces the Contact Person by written notice to the other party as required by this Section:

For CLIENT:

Steve Chavez
Fire Chief
Roswell Fire Department
200 S. Richardson
Roswell, NM 88201
s.chavez@roswell-nm.gov

For CONTRACTOR:

Miles Brown
Senior Consultant
Public Consulting Group LLC
148 State Street, 10th Floor
Boston, MA 02109
mbrown@pcgus.com

6. Relationship of the Parties

- a. The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venturer of CLIENT.
- b. PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding

taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by CLIENT to its employees. CLIENT shall deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.

- c. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to CLIENT employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
 - d. PCG has no authority to and shall not purport to bind, represent, or speak for CLIENT or otherwise incur any obligation on behalf of CLIENT for any purpose unless expressly authorized by CLIENT.
- 7. **Record Maintenance.** With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.
- 8. **Insurance.** PCG shall maintain during the term of this Agreement such insurance, including general liability and worker's compensation insurance, as will fully protect both CLIENT and PCG from claims that may arise from PCG's performance of the Contracted Services.
- 9. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.
- 10. **Subcontracts.** PCG may subcontract work under this Agreement to one or more of its affiliate companies.
- 11. **Proprietary or Confidential Information.** For purposes of fulfilling its obligations under this Agreement, one party (the "Disclosing Party") may convey to the other party (the "Receiving Party") information that is considered proprietary and confidential to the Disclosing Party.

 - a. "Proprietary or Confidential Information" is defined as information -- including but not limited to trade secrets, strategies, financial information, sales

information, pricing information, operational techniques, software, and intellectual property -- that (i) has not been previously published or otherwise disclosed by the Disclosing Party to the general public; (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions; (iii) reasonably would be considered confidential and proprietary notwithstanding the absence of any designation; or (iv) is not normally furnished to others without compensation; and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. In addition, the term “Proprietary or Confidential Information” shall also mean all information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Disclosing Party to the Receiving Party and designated as “confidential” or “proprietary” by the Disclosing Party. Such designation shall be clear and in writing, either before the Proprietary or Confidential Information is disclosed or within a reasonable time afterwards. The term “Proprietary or Confidential Information” includes the original information provided by the Disclosing Party as well as all copies.

- b.** Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is (i) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; (ii) obtained by the Receiving Party from a source that is lawfully in possession of such information (other than the Disclosing Party) through no breach of this Agreement or any other confidentiality obligations; or (iii) in the public domain when received, or thereafter in the public domain through no fault of the Receiving Party.
- c.** The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, exercising no less than the same degree of care used to protect the security and confidentiality of its own confidential and proprietary information, and in any event no less than reasonable care.
- d.** To the extent allowed by law, the Receiving Party shall use and disclose Proprietary or Confidential only for purposes of the Contracted Services. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on the Contracted Services, without the prior written consent of the Disclosing Party.
- e.** The Receiving Party shall not disclose the Proprietary or Confidential Information to any third party without prior written authorization from the Disclosing Party.
- f.** All Proprietary or Confidential Information shall remain the property of the Disclosing Party notwithstanding any disclosure under this Agreement. The Receiving Party recognizes and agrees that nothing contained in this Agreement nor the exchange of Proprietary or Confidential Information under this Agreement shall

be construed as transferring or granting any right, title, interest, or license under any copyrights, inventions, or patents now or hereafter owned or controlled by either Party. The Disclosing Party does not grant the Receiving Party any express or implied right to or under the Disclosing Party or another party's patents, copyrights, trademarks, trade secret information, or other proprietary rights. The Receiving Party shall not make, have made, use, or sell for any purpose any product or other item using, incorporating, or derived from any Proprietary or Confidential Information of the Disclosing Party.

- g.** If and to the extent that Proprietary or Confidential Information includes information that is confidential or proprietary to a third party, the Disclosing Party warrants that the disclosure does not violate any agreement with the third party or any rights of the third party, including any agreement or rights under the Health Insurance Portability and Accountability Act ("HIPAA") and other federal or state laws governing medical records, and shall indemnify the Receiving Party as to any claim against it by the third party or a government agency relating to such disclosure.
- h.** Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
- i.** The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of its Proprietary or Confidential Information.
- j.** The Receiving Party shall not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.
- k.** If the Receiving Party is requested or required to disclose Proprietary or Confidential Information pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, the Receiving Party shall, prior to any disclosure of Proprietary or Confidential Information:

 - i. Provide the Disclosing Party with prompt written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, no later than 2 business days after receiving it;
 - ii. Consult with the Disclosing Party on the appropriate response to the request;
 - iii. Cooperate with the Disclosing Party in its reasonable efforts to obtain an order or otherwise limit or restrict the disclosure of its Proprietary or

Confidential Information that is subject to the legal or governmental request or requirement, at Disclosing Party's sole expense; and

iv. Only after fully complying with the above steps, if disclosure of Proprietary or Confidential Information is still required, furnish only such portion of the Proprietary or Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed.

- l.** Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the written request of the Disclosing Party at any time during this Agreement, or within 30 days of the termination or expiration of this Agreement, the Receiving Party shall promptly return all copies of such information in its possession, custody, or control, promptly furnishing the Disclosing Party with written certification of such return. If the Disclosing Party does not request the return of Proprietary or Confidential Data within 30 days of the termination or expiration of this Agreement, the Receiving Party shall destroy all copies of such information in its possession, custody or control and shall, upon the Disclosing Party's request, furnish the Disclosing Party with written certification of such destruction. If return or destruction is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.
 - m.** The termination or expiration of this Agreement for any reason shall not discharge the obligations of the Parties with respect to the protection of Proprietary or Confidential Information set forth in this section.
 - n.** Other than as set forth above, neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement.
 - o.** This Agreement and its terms shall be treated as Proprietary and Confidential Information to the maximum extent allowable by law.
- 12. As-Is Information and Data.** The parties agree and acknowledge that PCG will receive all information and data from CLIENT on an as-is basis. PCG is not responsible for errors or omissions in any data that it receives from CLIENT. PCG is not responsible for reviewing, evaluating, or verifying the accuracy or completeness of any information received by CLIENT. PCG is not liable for any reimbursement, refund, or contribution should CLIENT be subject to penalties in connection with the services rendered.
- 13. Intellectual Property.** Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. PCG guarantees that its use or creation of any intellectual property

under this Agreement does not infringe upon the intellectual property rights of any third party.

Notwithstanding anything to the contrary, PCG will not deliver any working papers or other records including those that contain outputs, code, or formulas relating to PCG's cost reporting system (Ambulance Services Cost Report Portal), that contain or have embedded within such records any PCG intellectual property or trade secrets, including all aspects concerning the methodology for the creation and calculations included in any cost reports. Such materials are not considered CLIENT's property or works made for hire.

14. **Conflicts of Interest.** The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for CLIENT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
15. **Waiver.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.
16. **Entire Agreement.** This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.
17. **Amendment.** This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.
18. **Severability.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
19. **Applicable Law and Venue.** This Agreement, and all other aspects of the business relationship between the parties, shall be construed, interpreted, and enforced under and in accordance with the laws of the State of New Mexico, without regard to choice of law provisions. The parties also consent to the personal jurisdiction in its courts, agree that the state and federal courts of the State of New Mexico shall have exclusive jurisdiction over the enforcement of this Agreement, and waive any objection to venue.
20. **Miscellaneous**

- a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.
- b. NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. OTHER THAN A CLAIM BY PCG THAT CLIENT HAS NOT PAID COMPENSATION UNDER SECTION 3, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CLIENT TO PCG PURSUANT TO SECTION 3 OF THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH PERIOD.
- c. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- d. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.
- e. Each party acknowledges that they been provided with the opportunity to consult with and be represented by independent counsel in negotiating this Agreement. Each party represents that they have read and understand this Agreement and that they are freely and voluntarily entering into this Agreement in exchange for the consideration described herein. This Agreement shall not be construed in favor of or against either party by reason of authorship.
- f. Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Agreement on behalf of

such party. Each party to this Agreement hereby represents and warrants that it has full power and authority to enter into this Agreement, that the execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

PUBLIC CONSULTING GROUP LLC

ROSWELL FIRE DEPARTMENT, NEW MEXICO

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

**ATTACHMENT A
CONTRACTED SERVICES**

Ambulance Supplemental Payment Program (ASPP) and Other Consulting

PCG will provide the below Contracted Services for four calendar year cost reporting cycles, defined as January 1, 2025, to December 31, 2025; January 1, 2026, to December 31, 2026; January 1, 2027, to December 31, 2027; and January 1, 2028, to December 31, 2028.

- A. CLIENT provides countywide ambulance and medical services some of which will qualify for the GEMT Program for Medicaid. CLIENT must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, PCG shall comply.
- B. CLIENT provides emergency medical transports to Medicaid patients each year and PCG shall complete the required paperwork for CLIENT to participate in the ASPP.
- C. PCG will support New Mexico EMS Providers to design and implement the ASPP. New Mexico's ASPP provides for supplemental payments for allowable costs that are in excess of other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients.
- D. PCG shall design and develop a Medicaid ASPP, including the drafting of a Medicaid State Directed Payment Preprint form and the modeling associated with the Preprint.
- E. PCG will provide all documentation needed by the New Mexico Health Care Authority (HCA) to facilitate the ongoing administration of the ASPP.
- F. PCG will support CLIENT and HCA to obtain approval of the ASPP on an annual basis, including preparing responses to requests for additional information or briefing other constituents, such as governing boards or state legislators.
- G. PCG shall have the knowledge, skills, and ability to fully complete the required cost reports to HCA within the time frame prescribed by HCA.
- H. PCG shall have knowledge of the applicable data and cost reporting principles specified in New Mexico and federal statutes.
- I. PCG will conduct stakeholder meetings to educate CLIENT on the existing Medicaid Supplemental Payment opportunity.

- J. PCG will draft program plan and supplemental payment strategy to best align with the needs of New Mexico providers.
- K. PCG will work with CLIENT and other stakeholder providers to engage the state of New Mexico.
- L. PCG will facilitate ongoing discussions with the state of New Mexico through program design, approval and implementation process.
- M. PCG will assist CLIENT in negotiations with CMS through the ASPP program approval process.
- N. PCG shall have knowledge and experience in the completion of all Schedules as required by the Program.
- O. PCG will provide CLIENT and other stakeholder providers with ASPP participation training, as well as online system development and Ambulance Cost Reporting Portal (ASCR) training.
- P. CLIENT will provide PCG with all the required data needed to complete the Schedules; however, PCG is responsible for accurate completion of the Schedules.
- Q. PCG shall be able to accept from CLIENT, in electronic submission form, all information via a secure connection in accordance with HIPAA.
- R. If the completed cost report is rejected by HCA, PCG shall work with CLIENT to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.
- S. PCG shall keep CLIENT informed of all updates relating to the ASPP program and estimate the impact of future changes in Medicaid reimbursement.
- T. PCG shall support CLIENT in establishing the legal and operational ground to participate in the ASPP program.
- U. PCG shall draft supporting documentation and flow processes for presentation to CLIENT and assist with messaging and review presentations for governmental relationship staff as needed.
- V. PCG shall monitor claims and cash flows of ASPP program to ensure CLIENT receives appropriate benefit from the program and has met documentation needs.

- W. If, as a result of an audit by any governmental or regulatory agency, including but not limited to HCA, a refund is required by CLIENT, PCG agrees to pay no more than the portion of the compensation fee, as set forth in Attachment B, that was paid on the amount being refunded.

ATTACHMENT B COMPENSATION

PCG shall be paid by CLIENT compensation for all Contracted Services. Total compensation for this Agreement shall be on a contingency fee of Fourteen Percent (14%) of the federal share portion of payments received by CLIENT under the ASPP program for each cost reporting period with compensation not to exceed \$2,900,000. The percentage shall be comprised of the total cost of all projects, materials, equipment, labor, expenses all mark-ups for overhead, and profit.

Legal Committee

Meeting Date: 04/23/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Resolution 26-XX: consider recommending adoption of Amendment to Resolution 18-44 a Resolution Amending the Roswell Airport Advisory Commission. (Corn)

BACKGROUND:

Initiated by: Robert Corn

FINANCIAL CONSIDERATION:

No financial impact at this time.

LEGAL REVIEW:

N/A, drafted by Councilor Corn.

BOARD AND COMMITTEE ACTION:

On November 18, 2025, this item was tabled for the next Legal Committee Meeting on February 26, 2026. On February 26, 2026, this item was tabled for the next Legal Committee Meeting on March 26, 2026. At the March 26, 2026 meeting Councilor Cavin requested redlines of the Resolution.

STAFF RECOMMENDATION:

Staff recommends to proceed as presented.

Attachments

AAC Resolution
Resolution 26-XX Amending Resolution 18-44 Roswel AAC Corn
AAC resolution redline Current v Corn

RESOLUTION 22-68

AMENDMENT TO RESOLUTIONS 18-27 AND 18-44

A RESOLUTION CREATING THE ROSWELL AIRPORT ADVISORY

COMMISSION

WHEREAS, the City Council as the local governing body of the City of Roswell ("City Council") recognizes that the Roswell Air Center ("RAC") is an important economic asset for the City of Roswell ("City"); and

WHEREAS, the City Council believes the creation of an Airport Advisory Commission to make recommendations regarding RAC resources that would be beneficial in creating and fostering continued economic activity and development; and

WHEREAS, the City Council desires to create an Airport Advisory Commission.

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

1. Creation of Roswell Airport Advisory Commission. The Airport Advisory Commission ("Commission") for the City of Roswell is hereby created pursuant to provisions of this Resolution.
2. Purpose and authority:
 - a. The Commission is established and authorized to make recommendations to the City Council through the Legal Committee and the City Manager. These recommendations shall concern the development and improvement of the RAC operations, facilities, leases, contracts, and assets.
 - b. The Commission shall make recommendations to the City Council's Legal Committee regarding all RAC matters, excluding litigation and employment matters. When an item affecting RAC is sent to the Legal Committee it will immediately be referred to the Commission for discussion at their next scheduled meeting, unless the chair of the legal committee determines otherwise. Comments will then be forwarded back to the Legal Committee by staff.
 - c. The Commission shall also make recommendations concerning the long-term, facility and operational needs of the RAC. It shall consider and make recommendations concerning the capital improvement projects applicable to the priorities that it believes will best serve economic and development needs.
3. Limitation. The Commission shall not have any supervisory or management authority over any City employee or any party who contracts with the City nor shall the Commission represent or have authority to act on behalf of the City in dealings with aviation related functions, fixed based operators, vendors, tenants, contractors, or other third parties. The Commission shall abide by Roswell City Code Sections 2-

96-2-105, Resolution 17-49 and the Open Meetings Act as adopted by the City Council.

4. Staff participation in Roswell Airport Advisory Commission meetings. Commission meetings shall be held at a date, time, and location designated by staff in consultation with the chair of the Commission. The City Manager or Designee shall attend and participate in all meetings, as an ex officio member... Commission members shall have full access to RAC records, excluding employee's employment files and records precluded by law. Upon request, staff shall provide non-confidential information to the Commission to aid in their deliberations. A staff member shall be responsible for the minutes of the meeting and shall present those minutes for review and approval by the Commission on a regular and timely basis.
5. Term of office; initial appointment; compensation. The Commission shall be made up of five members, all of whom shall be appointed by the City as set forth herein, provided that appointments shall be made with the goal of ensuring that at least one member of the Commission resides outside of the City limits. Appointment to the Commission shall be made by nomination by the Mayor and confirmation by the City Council. Vacancies shall be filled in the same manner. Commission members shall each serve a two year term, except that two of the initial members shall each serve a one year term. The initial slate of Commission members shall be presented to the Council by the Mayor and acted upon as a whole slate. Neither elected officials, municipal officers, nor municipal employees may serve on the Commission.
6. Appointment considerations. While membership on the Commission may be appropriately extended to any qualified person with an interest in the RIAC, it is the express policy of the City Council not to appoint persons who have a significant financial interest in the anticipated considerations of the Commission. Nominees for the Commission shall be persons experienced in the field of aviation, business, economic development, finance, commercial real estate investment or accounting; or possesses other qualifications that are necessary or appropriate for conducting the business of the Roswell Airport Advisory Commission.
7. Procedures. The approved minutes of proceedings shall be kept on file in the office of the City Clerk. The Commission's meetings shall be held within the corporate limits of the City of Roswell subject to customary State and City requirements for public access and notice. The Commission shall meet at least quarterly and at such other times as the Commission shall determine useful to the conduct of its business.
8. Commission members as volunteers. Commission members serve strictly as volunteers and serve at the will of the governing body with no compensation, reimbursement or authority other than advisement to the Mayor and City Council.

PASSED, ADOPTED, SIGNED, and APPROVED _____, _____.

CITY SEAL

ATTEST

Timothy Z. Jennings, Mayor

Amalia Martinez, City Clerk

RESOLUTION 26-XX
AMENDMENT TO RESOLUTION 18-44
A RESOLUTION AMENDING THE ROSWELL AIRPORT ADVISORY COMMISSION

WHEREAS, the City Council, as the local governing body of the City of Roswell ("City Council") recognizes that the Roswell Air Center ("RAC") is an important economic asset for the City of Roswell, and;

WHEREAS, the City Council believes the creation of an Airport Advisory Commission ("AAC") to make recommendations regarding RAC resources that would be beneficial in creating and fostering continued economic activity and development, and;

WHEREAS, the City Council desires to amend the duties of the AAC.

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

1. The AAC for the City of Roswell is hereby created pursuant to the provisions of the Resolution.
2. Purpose and authority:
 - a. The AAC is established and authorized to make recommendations to the City Council. These recommendations concern the development and improvements of the RAC, operations, financial reports, facilities, assets, and leases.
 - b. The AAC shall also make recommendations concerning the capital improvement projects applicable to priorities that it believes will best serve economic and development needs.
 - c. The AAC must report to the City Council after each AAC meeting and advise and act on all matters before any action is taken by the City Council.
 - d. Shall communicate with the community and other government agencies as the need is required.
 - e. The Commission shall make recommendations to the City Council's Legal Committee regarding all RAC matters, excluding litigation and employment matters. When an item affecting RAC is sent to the Legal Committee it will immediately be referred to the Commission for discussion at their next scheduled meeting, unless the chair of legal committee determines

otherwise. Comments will then be forwarded back to the Legal Committee by staff.

3. The AAC shall not have any supervisory or management authority over any City employee or any party who contracts with the City, nor shall the AAC represent or have authority to act on behalf of the City. The AAC shall abide by Roswell City Code 2-96 to 2-105 and the Open Meeting Act Resolution as adopted by the City Council annually.
4. AAC meetings shall be held at a date, time, and location designated by the AAC in coordination with Air Center staff. The City Manager and City Legal Counsel or designees shall attend and participate in all meetings as ex officio members. Staff shall expeditiously make public municipal records available for AAC members upon request. The AAC may enter into Executive Sessions, as appropriate, to discuss sensitive items. The AAC shall keep minutes of the meeting and shall present those minutes for review ten (10) days prior to and approved by the AAC during its next regular meeting.
5. The approved minutes of preceding meetings shall be kept on file in the office of the City Clerk. The AAC meetings shall be held within the corporate limits of the City of Roswell, subject to customary State and City requirements for public access and notice. The AAC shall meet at least quarterly and at such other times as the AAC determines useful to the conduct of its business.
6. The AAC shall be made up of 5 members. Vacancies shall be filled by appointment and made by the Mayor and confirmed by the City Council. AAC members shall each serve four-year staggered terms.
7. While membership on the AAC may be appropriately extended to any qualified person with an interest, it is the express policy of the City Council not to appoint persons who have a significant business interest in the anticipated considerations of the AAC. Nominees for the AAC shall be experienced in the fields of aviation, business, economic development, finance, commercial real estate investment or accounting; or possess other qualifications that are necessary or appropriate for conducting the business of the AAC.
8. AAC members serve strictly as volunteers and serve at the will of the Governing Body with no compensation, reimbursement, or authority other than advisement to the Mayor and City Council.

[Signature to Follow on Next Page]

PASSED, ADOPTED, SIGNED, and APPROVED _____, _____.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST

Amalia Martinez, City Clerk

~~RESOLUTION 22-6826-XX~~
AMENDMENT TO ~~RESOLUTIONS 18-27 AND RESOLUTION 18-44~~
A RESOLUTION ~~CREATING~~AMENDING THE ROSWELL AIRPORT ADVISORY

COMMISSION

WHEREAS, the City Council, as the local governing body of the City of Roswell (~~"City Council"~~) recognizes that the Roswell Air Center (~~"RAC"~~) is an important economic asset for the City of Roswell (~~"City"~~); and;

WHEREAS, the City Council believes the creation of an Airport Advisory Commission (~~"AAC"~~) to make recommendations regarding RAC resources that would be beneficial in creating and fostering continued economic activity and development; and;

WHEREAS, the City Council desires to ~~create an Airport Advisory Commission~~ amend the duties of the AAC.

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

~~Creation of Roswell Airport Advisory Commission:~~

1. The ~~Airport Advisory Commission ("Commission")~~AAC for the City of Roswell is hereby created pursuant to the provisions of ~~this~~the Resolution.

2. Purpose and authority:

a. The ~~Commission~~AAC is established and authorized to make recommendations to the City Council ~~through the Legal Committee and the City Manager~~. These recommendations ~~shall~~ concern the development and ~~improvement~~improvements of the RAC, operations, ~~financial reports~~, facilities, ~~assets, and leases, contracts~~.

a.b. The AAC shall also make recommendations concerning the capital improvement projects applicable to priorities that it believes will best serve economic and ~~assets~~development needs.

c. The AAC must report to the City Council after each AAC meeting and advise and act on all matters before any action is taken by the City Council.

d. Shall communicate with the community and other government agencies as the need is required.

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b.e. The Commission shall make recommendations to the City Council's Legal Committee regarding all RAC matters, excluding litigation and employment matters. When an item affecting RAC is sent to the Legal Committee it will immediately be referred to the Commission for discussion at their next scheduled meeting, unless the chair of the legal committee determines otherwise. Comments will then be forwarded back to the Legal Committee by staff.

e. The Commission shall also make recommendations concerning the long-term, facility and operational needs of the RAC. It shall consider and make recommendations concerning the capital improvement projects applicable to the priorities that it believes will best serve economic and development needs.

3. ~~Limitation. The Commission~~The AAC shall not have any supervisory or management authority over any City employee or any party who contracts with the City, nor shall the ~~Commission~~AAC represent or have authority to act on behalf of the City in ~~dealings with aviation related functions, fixed based operators, vendors, tenants, contractors, or other third parties.~~ The ~~Commission~~AAC shall abide by Roswell City Code Sections 2-96 to 2-105, Resolution 17-49 and the Open Meetings ~~Meeting Act Resolution~~ as adopted by the City Council annually.

~~Staff participation in Roswell Airport Advisory Commission meetings. Commission~~

4. AAC meetings shall be held at a date, time, and location designated by ~~staff~~the AAC in ~~consultation~~coordination with the chair of the Commission. ~~Air Center staff, The City Manager and City Legal Counsel or Designees~~designees shall attend and participate in all meetings, as an ex officio member. ~~Commission members. Staff shall have full access to RAC expeditiously make public municipal records, excluding employee's employment files and records precluded by law. Upon request, staff. The AAC may enter into Executive Sessions, as appropriate, to discuss sensitive items. The AAC shall provide non confidential information to the Commission to aid in their deliberations. A staff member shall be responsible for the keep~~ minutes of the meeting and shall present those minutes for review ~~ten (10) days prior to and approval~~approved by the ~~Commission on a AAC during its next regular and timely basis.~~ meeting.

5. ~~Term of office; initial appointment; compensation.~~ The Commission shall be made up of five members, all of whom shall be appointed by the City as set forth herein, provided that appointments shall be made with the goal of ensuring that at least one member of the Commission resides outside of the City limits. Appointment to the Commission shall be made by nomination by the Mayor and confirmation by the City Council. Vacancies shall be filled in the same manner. Commission members shall each serve a two year term, except that two of the initial members shall each serve a one year term. The initial slate of Commission members shall be presented to the

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~~Council by the Mayor and acted upon as a whole slate. Neither elected officials, municipal officers, nor municipal employees may serve on the Commission.~~

Appointment considerations.

~~5. The approved minutes of preceding meetings shall be kept on file in the office of the City Clerk. The AAC meetings shall be held within the corporate limits of the City of Roswell, subject to customary State and City requirements for public access and notice. The AAC shall meet at least quarterly and at such other times as the AAC determines useful to the conduct of its business.~~

~~6. The AAC shall be made up of 5 members. Vacancies shall be filled by appointment and made by the Mayor and confirmed by the City Council. AAC members shall each serve four-year staggered terms.~~

~~6.7. While membership on the CommissionAAC may be appropriately extended to any qualified person with an interest in the RIAC, it is the express policy of the City Council not to appoint persons who have a significant financialbusiness interest in the anticipated considerations of the CommissionAAC. Nominees for the CommissionAAC shall be persons experienced in the fieldfields of aviation, business, economic development, finance, commercial real estate investment or accounting; or possessespossess other qualifications that are necessary or appropriate for conducting the business of the Roswell Airport Advisory CommissionAAC.~~

~~7. Procedures. The approved minutes of proceedings shall be kept on file in the office of the City Clerk. The Commission's meetings shall be held within the corporate limits of the City of Roswell subject to customary State and City requirements for public access and notice. The Commission shall meet at least quarterly and at such other times as the Commission shall determine useful to the conduct of its business.~~

~~8. Commission members as volunteers. CommissionAAC members serve strictly as volunteers and serve at the will of the governing bodyGoverning Body with no compensation, reimbursement, or authority other than advisement to the Mayor and City Council.~~

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Timothy Z. Jennings, Mayor

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ATTEST

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Amalia Martinez, City Clerk

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