



FINANCE COMMITTEE AGENDA

Thursday, April 2, 2026 at 2:00 P.M.
City Hall - Large Conference Room
425 N. Richardson Ave.
Roswell, New Mexico 88201

Committee Chair: Kurt Gass
Vice Chair: Ed Heldenbrand
Member: Will Cavin
Member: Juliana Halvorson
Member: Darrell Johnson
Staff Liaison: Tammi Smith

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

NON-ACTION ITEMS

1. Golf February Report (pg. 5)
2. Visitor Center (pg. 8)
3. Public Affairs (pg. 18)
4. Museum Monthly Report (pg. 22)
5. Roswell Public Library Monthly Report (pg. 25)
6. Cannabis Excise Tax (pg. 31)
Gross Receipts Tax
7. Following Ordinance 24-07 the Solid Waste Department has reviewed all costs and rates and is reporting on their financial status.

Per Ordinance 24-07 Chapter 21 Solid Waste Effective with the beginning of each Fiscal Year, the City Council shall review and adjust all rates for changes occurring since the beginning of the previous Fiscal Year or the last rate adjustment, which ever shall have last occurred. The Solid Waste Director shall, each January, review all costs and rates and shall report to the Finance Committee, at their April meeting. (pg. 37)

8. Discussions on the proposed police station. (pg. 38)
9. Discussions on procurement ordinance. (pg. 39)

FLOOD DISASTER UPDATES

10. Flood disaster update (pg. 40)

ACTION ITEMS

11. Consider the recommendation for approval of PO request for Brasier Asphalt for \$1,114,910.16 for pavement milling and overlay on Second Street from Sunset to East City Limit. (MacCornack) (pg. 44)
12. Consider a recommendation for PO approval to San Bar Construction Corporation in the amount of \$99,999.95 which includes GRT for re-striping of City roads. (MacCornack) (pg. 50)
13. Consider recommendation for approval of PO request for San Bar for \$79,266.13 for replacing pavement striping and markings on Second Street from Sunset to East City Limit. (MacCornack) (pg. 55)
14. Consider recommending Resolution 26-XX for support of projects in response to the NMDOT's January 2026 TPF Funding, Call For Projects. (MacCornack)(pg. 62)
15. Consider recommendation of approval of the Roswell-Chaves County Economic Development Corporation funding request of \$200,000 for Fiscal Year 2027. (Conyers) (pg. 66)
16. Consider recommendation of approval of the Roswell Hispano Chamber of Commerce funding request of \$26,860 for Fiscal Year 2027. (Conyers) (pg. 122)
17. Consider recommendation of approval of the MainStreet Roswell funding request of \$75,000 for Fiscal Year 2027. (Conyers) (pg. 139)
18. Consider the recommendation of a budget adjustment in the amount of \$303,033 to purchase vehicles needed for the Water Maintenance Construction Crew from the Water Enterprise cash reserve. (Valadez) (pg. 158)
19. Consider the recommendation of a budget adjustment in the amount of \$714,316.51 to purchase equipment needed for the Water Maintenance Construction Crew from the Water Enterprise Fund cash reserves. (Valadez) (pg. 162)
20. Consider the recommendation of a budget adjustment and approval to issue a purchase order through Sourcewell Contract #101221-VAC to Vac-Con, Inc., in the amount of \$580,527.77 from the Wastewater Enterprise cash reserves. (Steward) (pg. 166)
21. Consider the recommendation of a budget adjustment and approval to issue a purchase order to Wagner Equipment Co. under Sourcewell Contract #011723-CAT, in the amount of \$202,041.27, for the purchase of a Caterpillar 920 wheel loader from the Wastewater Enterprise cash reserves. (Steward) (pg. 205)
22. Consider a recommendation for a budget adjustment and approval to authorize early loan payoff to eliminate debt obligations and maximize cost savings by avoiding future interest in the amount of \$1,695,762.11 from the Public Safety Fund. (Chavez) (pg. 252)
23. Approval to award RFP 26-005 for Ground EMS Billing Services to EMS Management & Consultants, Inc. (Bunch) (pg. 256)
24. Consider the recommendation for a budget adjustment for \$50,075.76, and approval to award the proposed estimate to White Rock Construction & Services, Inc. for the renovation of RFD Station 5 for \$150,075.76. (Chavez) (pg. 258)
25. Consider the recommendation for a budget adjustment and approval to issue a purchase order to Wagner Equipment Co. under Sourcewell Contract #011723-CAT, in the amount of

\$150,384.00, for a Caterpillar 420 backhoe for South Park Cemetery. (Burruss) (pg. 263)

26. Consider the recommendation of budget adjustment in the amount of \$34,990.79, and approval to purchase the replacement of two compressors on the VRV system at the Recreation Center. (Burruss) (pg. 266)
27. Consider approval of a purchase order in the amount of \$123,185 for conservation of two-dimensional collection items by The Conservation Center. (Brooks) (pg. 269)
28. Consider the recommendation of a budget adjustment and approval to issue a purchase order to RoofCare Services through CES Contract #2026-05-G1123-ALL, in the amount of \$75,669.45, for City Hall roof renovation services for the entirety of the building's roof. (Mascarenas) (pg. 274)
29. Consider 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 (Cavin/Gonzalez) (pg. 285)
30. Consider 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. (Cavin/Gonzalez) (pg. 299)
31. Consider 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. (Gonzalez) (pg. 311)
32. Consider the recommendation of a budget adjustment of \$12,595.25 and approval of the installation of flooring replacement and abatement for the City Hall Administration offices in the amount of \$22,572.84. (Martinez) (pg. 319)
33. Consider recommending the adoption of Resolution 26-XX approving a budget adjustment for the fiscal year ending June 30, 2026. (Gomez) (pg. 323)
34. Request approval for ratification of five-year strategic plan within the Roswell Fire Department. (Chavez) (pg. 326)
35. Consider recommending approval of the RPD Five-Year Strategic Plan for ratification. (Aldana) (pg. 335)
36. Request for committee ratification and approval of the proposed five-year business plan to guide organizational direction and long-term planning. (Thompson) (pg. 341)
37. Consider ratification of Engineering, Streets, and Special Electronics 5-Year Plans. (MacCornack) (pg. 374)
38. Consider ratification of the Solid Waste Department Five Year Plan for Fiscal Years FY27--FY31. (Chaparro) (pg. 386)
39. Consider recommending approval of the Parks & Recreation 5 - year plans for ratification. (Burruss) (pg. 419)
40. Ratification of Water's 5-year plan to guide capital improvements, operational priorities and regulatory compliance. (Valadez) (pg. 423)
41. Discussion and direction on next steps for the proposed FY27 budget and recommendations that were made at the Infrastructure Committee meeting. (pg. 427)

42. Discussion and direction on next steps for the proposed FY27 budget and recommendations that were made at the Public Safety Committee meeting. (pg. 431)
43. Discussion and direction on next steps for the proposed FY27 budget and recommendations that were made at the Legal Committee meeting. (pg. 432)
44. Consider recommending approval of the FY27 Proposed Budget. (pg. 434)

APPROVAL OF MINUTES

45. Considered approval of the March 05, 2026, Regular Finance Committee Minutes. (pg. 435)

PUBLIC PARTICIPATION

ADJOURN

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

NOTICE OF POTENTIAL QUORUM – A quorum of the City Council may or may not attend, but there will not be debate by the City Council.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 at least one week prior to the meeting or Clerk at 575-624-6700 if a summary of other type of accessible format is needed. **Printed and posted on Monday, March 30, 2026.**

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**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 1.

Finance Committee

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Golf Feburary Report

Attachments

Golf February Report

Category	Qty	Subtotal	Cost	Profit
Alcohol / Beer	1073	\$4,488.23	\$1,477.91	\$3,010.22
Alcohol / Liquor	701	\$3,417.21	\$934.92	\$2,482.18
Food and Beverage / Drinks	863	\$1,796.65	\$599.91	\$1,196.70
Food and Beverage / Snacks	815	\$1,688.54	\$655.03	\$1,033.53
Golf / Green Fees	1,736	\$12,500.96	\$0.00	\$12,500.96
Golf / Memberships	26	\$11,261.88	\$0.00	\$11,261.88
Golf / Services (GHIN & Club Storage)	3	\$342.87	\$0.00	\$342.87
Golf Carts	1,376	\$22,849.57	\$0.00	\$22,954.57
Merchandise / Accessories	65	\$738.10	\$406.33	\$331.71
Merchandise / Apparel	0	\$0.00	\$0.00	\$0.00
Merchandise / Clubs	4	\$819.05	\$1,128.99	\$419.06
Merchandise / Footwear	0	\$0.00	\$0.00	\$0.00
Merchandise / Gloves	27	\$533.39	\$324.87	\$208.52
Merchandise / Golf Bags	1	\$257.14	\$193.67	\$63.47
Merchandise / Golf Balls	226	\$2,801.38	\$1,807.63	\$993.74
Merchandise / Headwear	12	\$395.23	\$262.45	\$132.74
Range Balls	453	\$2,479.68	\$0.00	\$2,479.68
Rental Club Fees	17	\$270.51	\$0.00	\$270.51
Tournament Credit Book	23	\$0.00	\$0.00	\$3,166.08
Tournament Fees	0	\$0.00	\$0.00	\$0.00
Total February Profit	7,421	\$66,640.39	\$7,791.91	\$62,848.42
TOTAL GROSS REVENUE	\$73,971.38			

Pro Shop Revenues

July 1, 2025 - June 30, 2026							
Month	Qty	Subtotal	Subtotal w/o Tax	Cost	Profit	Gross Revenue	
Jul-25	16480	\$119,486.77	\$113,512.06	\$19,981.65	\$129,166.43	\$155,122.48	
Aug-25	16038	\$123,939.14	\$117,742.28	\$22,718.38	\$132,920.51	\$161,836.00	
Sep-24	10145	\$89,950.85	\$85,453.20	\$13,754.29	\$86,026.81	\$104,278.31	
Oct-25	11018	\$93,844.33	\$89,625.86	\$12,832.83	\$76,792.83	\$93,844.33	
Nov-25	8,943	\$71,703.95	\$68,120.51	\$9,801.04	\$64,769.29	\$78,153.39	
Dec-25	7893	\$70,694.51	\$67,160.91	\$12,115.22	\$63,106.42	\$78,755.11	
Jan-26	5369	\$72,655.78	\$69,024.06	\$6,449.59	\$67,209.33	\$77,290.50	
Feb-26	7,318	\$66,231.34	\$62,920.88	\$7,692.16	\$62,538.95	\$73,541.88	
Mar-26							
Apr-26							
May-26							
Jun-26							
Fiscal Year	53517	\$708,506.67	\$673,559.76	\$105,345.16	\$682,530.57	\$822,822.00	

Submitted by: Tim VandenBout, Golf Course Manager

Approved by: Jim Burress, Special Services Director

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 2.

Finance Committee

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Visitor Center

Attachments

February 2026 Visitor Center Monthly Report

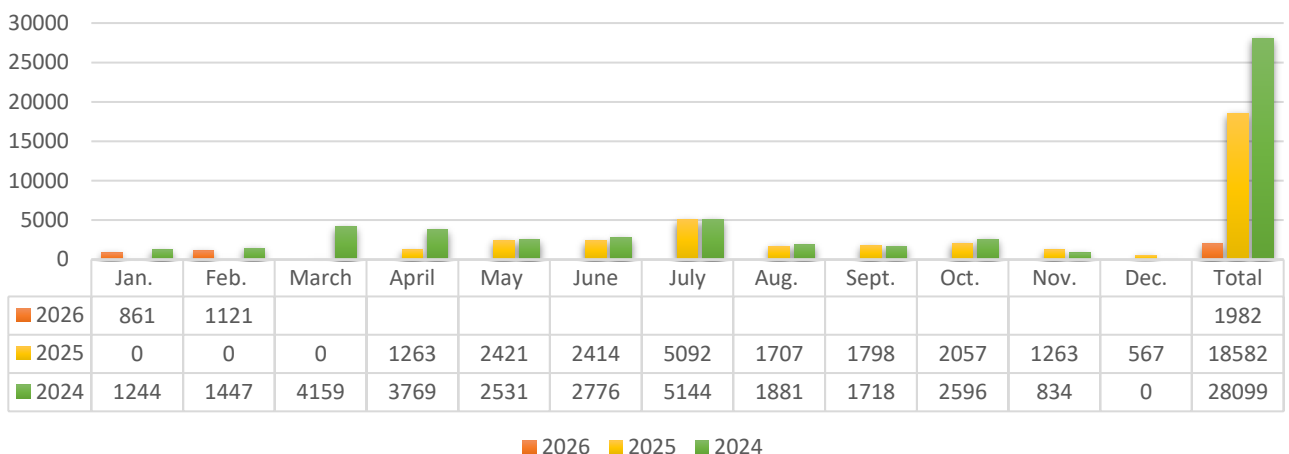
Monthly Visitor Center Report February 2026

Visitor Center Retail Store:

- Welcomed **1121** guest, **437** overnight stays in Roswell or **39%** and **55** Roswell locals.
- **February** sales total **\$3968**
- **Top 5 items sold:** Alien Glasses, Believe Tee, Trucker Hat, Postcards, Coin Long Sleeve.

February 2026 Visitation Report						
	February Comparison			YTD Comparison		
	2024	2025	2026	2024	2025	2026
Roswell Residents	74	0	55	168	0	84
New Mexico Visitors (Not including Roswell Area)	69	0	48	129	0	82
US Visitors (Not including New Mexico)	1158	0	957	2135	0	1708
International Visitors	146	0	61	259	0	108
Unknown Visitors	0	0	0	0	0	0
Total Visitors	1447	0	1121	2691	0	1982
Numbers reflected above are by calendar year Visitor Center Hours Tuesday - Saturday 9am - 5pm Closed Sunday & Monday						

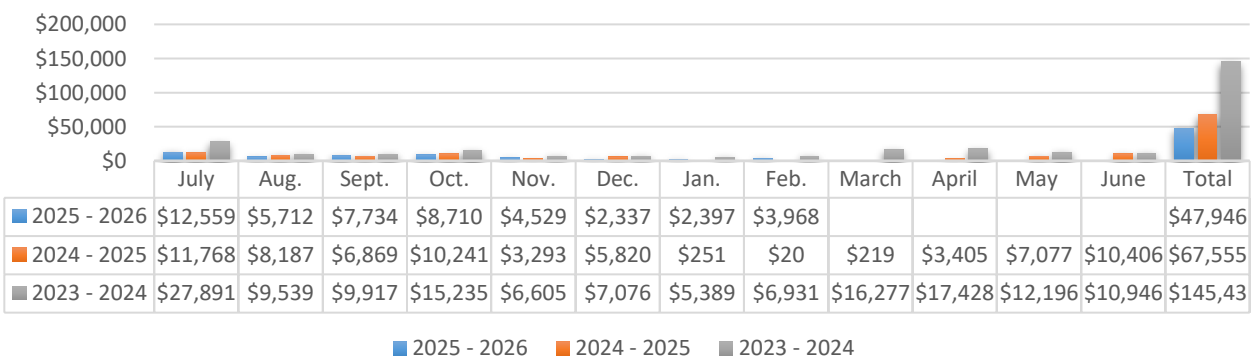
Visitor Comparison By Calendar Year 2026



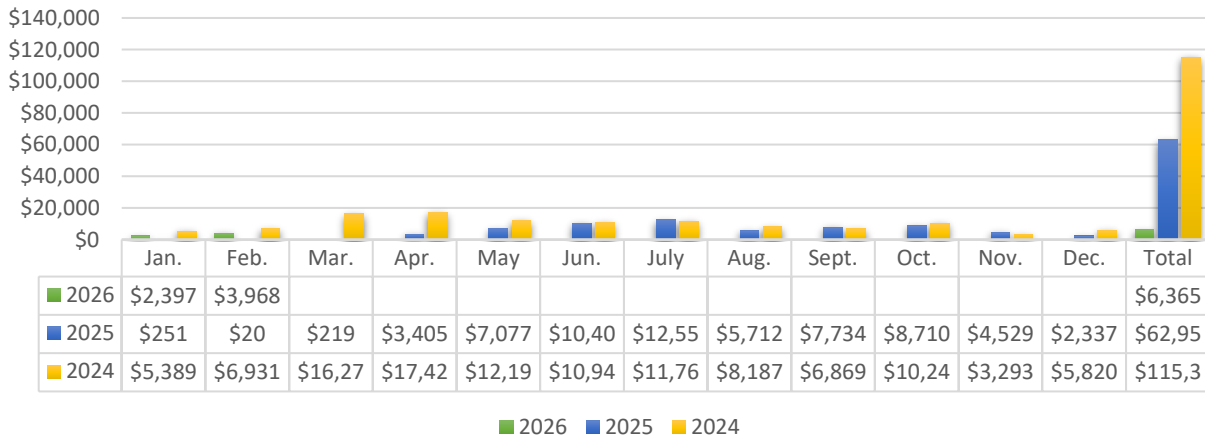
Facility Operations:

- Posted events on Community Calendar, SeeRoswell.com and Visit Widget that were submitted to the websites or events that we have looked for through using other resources.
- Promoted blood drives, small businesses, Spring River Zoo, Virtual Events, Roswell Museum and CSPs on KENW-Portales radio station every Thursday which is written by Visitor Center Staff.
- Updated inventory numbers at Visitors Center once a week and stock room once a month.
- Staff training to help with advancements and trying that is required yearly.
- 2/5/26 - Airport Staff Training – **Amanda**
- 2/6/26 – Shipped booth display & promo items to TAS Phoenix – **Amanda & Dorothy**
- 2/6/26 – VC Marketing Meeting – **Amanda**
- 2/9/26 – ROW meeting with Hess – **Amanda**
- 2/11/26 – Safety Committee Meeting – **Amanda**
- 2/12 – 2/16 – Travel Adventure Show Phoenix – **Amanda & Dorothy**
- 2/20/26 - Shipped booth display & promo items to TAS Florida – **Amanda**
- 2/20/26 – Equipment Road’eo Meeting & Planning – **Amanda**
- 2/25/26 – Shipped booth display & promo items to TAS Long Beach – **Amanda**
- 2/26 – 3/2 – Travel Adventure Show Florida – **Amanda & Dorothy**
- 2/27/26 – VC Pest Control services – **VC Staff**
- 74 events entered in February for Community Calendar, seeroswell.com and VisitWidget Mobile App. - **VC Staff**
- 1 promo box, & 1 information packet shipped out – **VC Staff**
- 9 city articles clipped, scanned and saved to archives – **VC Staff**
- Called and requested brochures from Los Alamos Visitor Center, Billy the Kid Visitor Center, Roswell Chamber of Commerce, and El Malpais National Monument – **VC Staff**
- 1291 brochures received and counted in from Carlsbad Caverns, Los Alamos Guide, Las Cruces Guide, Billy the Kid Visitor Center - **VC Staff**

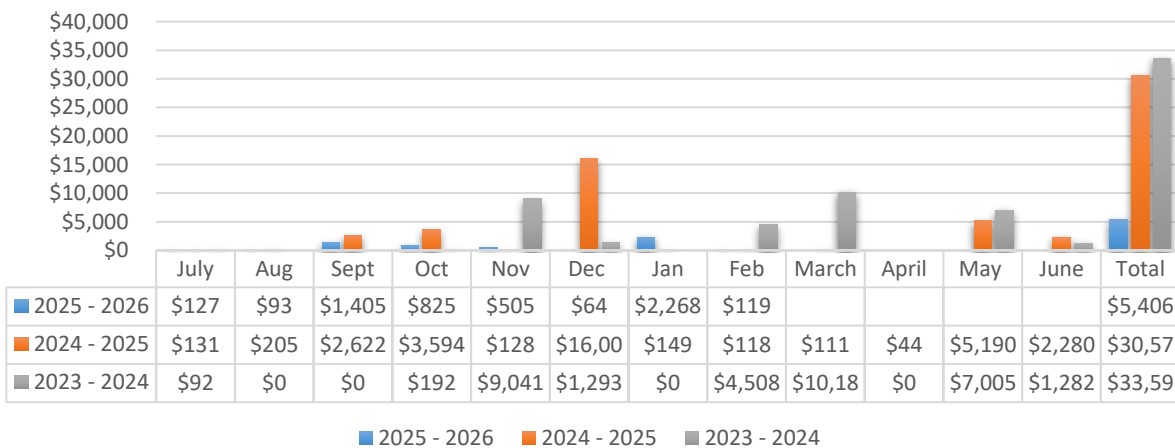
2026 Fiscal Year Revenue Comparison



Calendar Year 2026 Revenue Comparison



2026 Fiscal Year Merchandise Expenses



Travel Adventure Show Phoenix

ATTENDANCE SUMMARY

	2026	2025
TOTAL ATTENDANCE:	8,813	7,664
TRAVEL TRADE:	777	708
TRAVEL ADVISORS:	103	127
PRESS:	32	31

HOUSEHOLD INCOME (HHI)

+90% Earn Over \$100,000 (61% earn +\$150k)

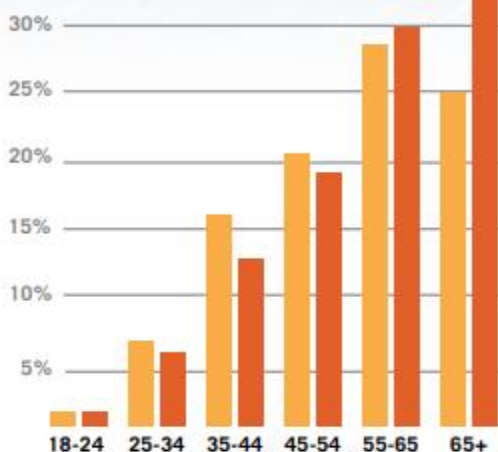


ATTENDEE GENDER



ATTENDEE AGE

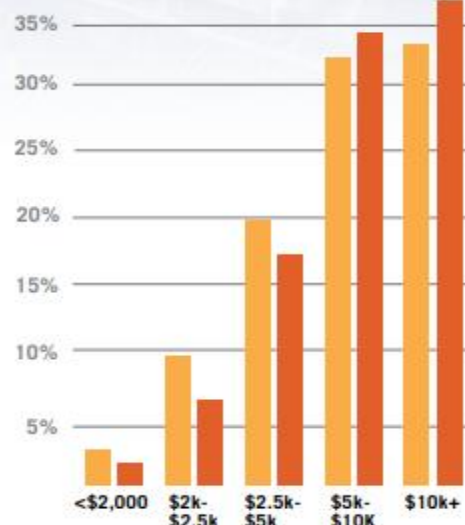
2026 2025



TRAVEL EXPENDITURE

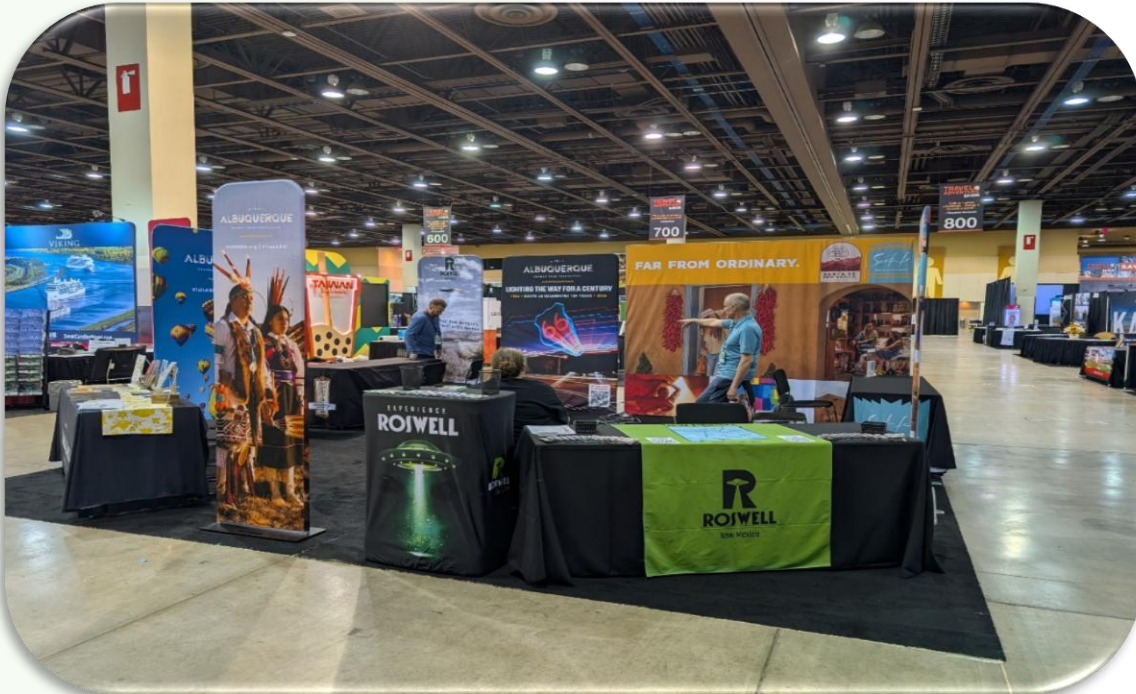
2026 2025

+71% Spend Over \$5,000 on Travel



FOR INFORMATION ON EXHIBITING: 203.878.2577 | sales@travelshows.com | TRAVELSHOWS.COM

Travel Adventure Show Phoenix





Travel Adventure Show Florida (First Year)

ATTENDANCE SUMMARY

2026*

TOTAL ATTENDANCE: 5,895

TRAVEL TRADE: 1,061

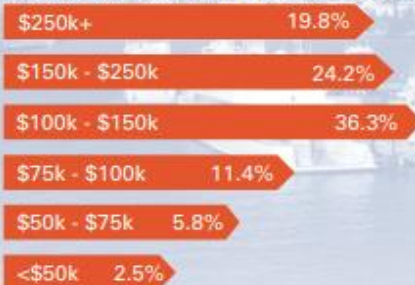
TRAVEL ADVISORS: 163

PRESS: 37

*Launch Year

HOUSEHOLD INCOME (HHI)

76.9% Earn Over \$100,000 (43.7 Earn Over \$150,000)



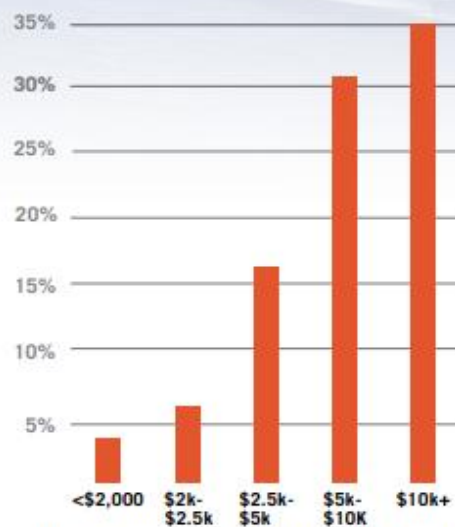
ATTENDEE GENDER



TRAVEL EXPENDITURE

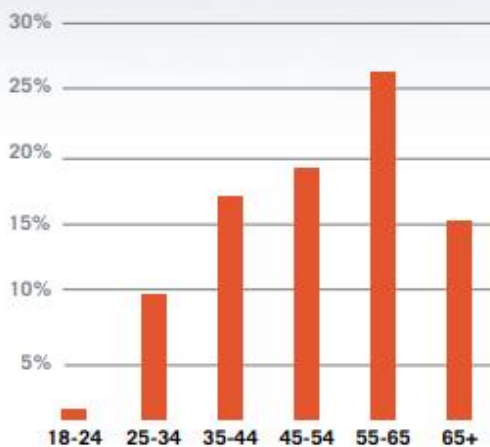
2026

+72% Spend Over \$5,000 on Travel



ATTENDEE AGE

2026



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Travel Adventure Show Florida (First Year)





**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 3.

Finance Committee

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Public Affairs

Attachments

PA 2/2026

Public Affairs Department Report

February 2026

General Public Affairs

- Met with Bobbi Thompson on marketing for the new United Airlines and Top Flight Tavern marketing
- Assisted ROW with Inaugural United Airlines Flight 2/17/2026
- Held meeting with CivicPlus on Government website redesign
- Attended a meeting for America 250 Roswell and created the Facebook and website on roswell-nm.gov
- Received on invoices for the department
- Abstract, information gathering, and PPT for Finance Committee and City Council items/department reports
- Held virtual meetings with 3 Advertising for marketing initiatives for the City of Roswell tourism and UFO Festival
- Sent FixIt forms to the respective departments- 12
- 1 SET meetings- 3 applications reviewed
- Occupancy Tax Board Meeting
- Keep Roswell Beautiful Board Meeting
- Created and ordered marketing collateral for various departments
- Updated OOH billboards / Marquee / Rise vision
- Updating website links on roswell-nm.gov, ufofestival.com, seeroswell.com and flyroswell.com

Current Media Outputs

- Current Campaigns include: Recycling, Help Stop Illegal Dumping, SW Truck Awareness, United Airlines Service, Goddard Centennial, America 250 Roswell, Taking out the Trash, Council Connection
- News flashes on website: 0
- Government website updates: Estimated 28
- Form Updates: 8
- New Forms: 0
- Facebook: 67 (excluding tourism page)
- Instagram: 5
- TikToks: 0
- FB Lives: 0
- Rise Vision Updates: 11



1 Videos year- to-date
(Jan 1 – December 31)



Graphic Design-

Created an estimated **50 graphics**. In February, we focused on the launch of the new United Airlines service to Denver, Colorado from the Roswell Air Center by working closely with the marketing and preparing graphics for the Inaugural flight, along with some swag bags for first-flight flyers. A heavy emphasis was put on creating many graphics, posters, and digital media for the Goddard Centennial Celebration in March. And in preparation for the new EMS service in July 2026, we created a promotional rack card and campaign for the Roswell Fire Department, highlighting the need for hiring within the EMS Division. General day-to-day requests were performed such as website edits (that required photo/graphic manipulation) and department business cards and requested flyers/posts.

90 Graphics Year-to-Date (Jan 1 – Dec 31)

KEEP ROSWELL BEAUTIFUL

Visit roswell-nm.gov/KRB to learn more.

 Keep Roswell Beautiful

Call 575-637-6274 or email t.conyers@roswell-nm.gov to Inquire about all things Keep Roswell Beautiful.

FREE EVENT **CELEBRATE** **ROSWELL BEAUTIFUL**

ARBOR DAY

SAT. APRIL 11 • 9-11AM
SEEDLING GIVEAWAY

SPRING RIVER ZOO PARK • 1306 E. COLLEGE BLVD

ARBOR DAY

Saturday, April 11 9-11am
Spring River Zoo Park, 1306 E. College Blvd.

Join us to celebrate Arbor Day! This Keep Roswell Beautiful program will help local residents by providing tree and shrub seedlings to citizens who wish to plant them in their yards or other properties.

The tree and shrub types being given away will vary based on the available supply, but are types that are well adapted to this area and usually do well in this region.

All giveaway items are while supplies last, Roswell residents only.



GREATEST AMERICAN CLEANUP

Saturday, May 9 8:30-11:30am

Registration begins at 8am | **FREE**

Cielo Grande Recreation Complex, 1612 W. College Blvd.

Help us meet our goal of filling 25 trash bags of litter for America's 250th birthday! Gloves, trash grabbers, safety vests and trash bags will be provided.

Youth groups of 10 or more are encouraged to join and receive \$400 per group with our Empowering Youth Fundraising Program! Limited spots available.

Call 575-637-3274 or email t.conyers@roswell-nm.gov

KEEP OUR COMMUNITY CLEAN

Borrow a cleanup kit at the Roswell Public Library, 301 N. Pennsylvania Ave.

GET YOURS TODAY



EMPOWERING YOUTH
CLEANUP FUNDRAISER PROGRAM
Available for ages 11-25



Raise \$400 for your youth group, club or team with a two-hour community cleanup!

PO Box 1838
Roswell, NM 88202-1838

TEL: 575.637.6203
FAX: 575.624.6709

roswell-nm.gov
seeroswell.com

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 4.

Finance Committee

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Museum Monthly Report

Attachments

Museum Monthly Report



FEBRUARY ATTENDANCE

	FY2026	FY2025	FY2024	FY2023
EVENTS/PROGRAMS	85	70		
OUTREACH	-	-		
VOLUNTEER VISITS	22	11		
MUSEUM BUSINESS	-	-		
FEBRUARY TOTALS	107	81	2,261	2,893
FISCAL YEAR-TO-DATE TOTALS	11,433	10,385	26,941	23,258

Please note: Tables were updated in February 2025 to reflect the museum’s current closure and categories are those that will be in use during the museum rebuild.

FEBRUARY REVENUES

	FY2026	FY2025	FY2024	FY2023
MEMBERSHIP	25			
STORE	102			
FEBRUARY TOTALS	127	200	17,384	13,718
FISCAL YEAR-TO-DATE TOTALS	2,445	57,412	115,024	138,028

FEBRUARY PROGRAMMING

EVENTS/PROGRAMS/OUTREACH	OCCURRENCES for MONTH	ATTENDEES	PARTNERSHIPS/SUPPORT
Second Saturday	1	85	RMAC Foundation and Roswell Public Library
TOTALS	1	85	

MEMBERS



117

current active
memberships

164

current active
members

FOR
MONTH

-

new memberships

1

renewals

FISCAL YEAR
to DATE

-

new memberships

23

renewals

VOLUNTEERS



FOR
MONTH

22

volunteer hours

22

volunteer visits

FISCAL YEAR
to DATE

618.25

volunteer hours

201

volunteer visits



6,255

FACEBOOK
FOLLOWERS



1,964

INSTAGRAM
FOLLOWERS

653

E-NEWSLETTER SUBSCRIBERS

ACTIVITIES & HIGHLIGHTS

CURRENT STATUS & CONSERVATION

The Museum is currently closed due to the October 2024 flood with collection recovery and rebuilding estimated at 5 years. Recovery efforts and staff are currently centralized at a temporary location.

- A batch of treatment proposals provided by The Conservation Center for paintings and works on paper has been received and is under staff review. Further treatment reports for this category are expected over the next 6-8 months.
- Conservation proposals from Midwest Art Conservation Center and Pacific Coast Conservation are under review for conservation of items that remained in Roswell.
- Appraisals continue through Freeman's Appraisals to determine individual fair market values for approximately 1900 items from the fine art collection. Freeman's and Art of the Estate will be starting additional appraisals soon.

GODDARD CENTENNIAL CELEBRATION

The Goddard Centennial Celebration took place on Saturday, March 14 from 10 am to 3 pm at Goddard High School. The all-ages event included Goddard-themed displays, family-friendly activities, and rocket launches presented by the Roswell Museum and organizations, museums, and educational partners from around the region.

Many thanks and acknowledgment goes to the following groups:

Sponsorship was provided by Xcel Energy, Leprino Foods, Pioneer Bank and the RMAC Foundation with in-kind support by Civil Air Patrol, Roswell Independent School District, Dion's, HTeaO, Dunkin Donuts, Albertson's Market, and Starbucks.

The following groups presented activities and displays: Civil Air Patrol, Albuquerque Rocket Society, Conquistador Council, Scouting America, Explora, New Mexico Space History Museum, Xcel Energy, Roswell Astronomy Club, Wings for Life, the Miniatures and Curious Collections Museum, Walker Aviation Museum, Historical Society for Southwest New

Mexico, ENMU-Roswell STEM Program, National Championship Air Races STEM Discovery Zone, ENMU-Roswell Aviation Maintenance Technology, Roswell Galacticon, Roswell 250, Ancients of Days, and the Roswell Museum staff and Second Saturday artists. Volunteers were provided through Pioneer Bank, Leprino Foods, Roswell High School Key Club, the Assisteens, and the ENMU-Roswell Nursing Program, along with individuals from the community. City Departments of Public Affairs, Convention Center, IT and Facilities Maintenance also provided support.

A community planning group was made up members of the public and representatives from Leprino Foods, ENMU-Roswell, Civil Air Patrol, Roswell 250, Conquistador Council, Roswell Independent School District, Historical Society for Southwest New Mexico, Roswell Astronomy Club, Mainstreet Roswell, the Roswell Museum Board of Trustees and RMAC Foundation.

COMMEMORATIVE LAUNCH

On Monday, March 16, a commemorative model rocket launch and mayoral proclamation by Mayor Tim Jennings was held at Goddard's original launch site outside Roswell and broadcast on Facebook Live in honor of the 100th anniversary of Robert Goddard's historic first-successful liquid propellant rocket launch. Goddard's March 16, 1926 launch was in Auburn, Massachusetts and led to funding by the Guggenheim Foundation, and the opportunity to devote his full attention to rocket development in Roswell, New Mexico. The commemorative launch was conducted by members of Civil Air Patrol's Roswell Squadron and the Pecos Valley Rocketeers, a chapter of the National Association of Rocketry.

MIX & MINGLE

The museum will hold an informal "Mix & Mingle" event at Stellar Coffee on Thursday, April 9 from 5:30-8 pm to allow the public an opportunity to connect with staff, trustees and Foundation Board of Directors about the Museum's recovery. Light refreshments will be provided and Interstellar and Stellar Coffee will be open for purchases.

STRATEGIC PLANNING WORKSHOP

A Strategic Planning Board of Trustees Workshop will be held Saturday, April 18 from 9 am to 2 pm with facilitation by Santa Fe-based consultant Sabrina Pratt. The plan will focus on goals and objectives during the closure while working toward a rebuild. The workshop will be open to the public with the location to be announced. This project is supported by the RMAC Foundation.

STAFF DEPARTURE

Cloe Medrano resigned from her position as Museum Registrar to take on a new post at a history museum in Florida and to be closer to family. We've appreciated her dedication and hardwork throughout her time with the Roswell Museum, which began in 2021, including the challenges faced by the flood recovery. We wish her the best of luck with her new position.

The Museum Registrar position has been posted and we look to fill the position in the next couple of months.

FOUNDATION CAPITAL CAMPAIGN

The RMAC Foundation is working to develop a capital campaign in the coming months to align with the City's efforts for the Museum's rebuild.

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 5.

Finance Committee

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Roswell Public Library Monthly Report

Attachments

Library Report-March 2026

2025 Library Annual Report

Roswell Public Library

February 19-March 13, 2026

Accomplishments

Building Improvements Plans

Children's Garden: The Roswell City Council approved the bid to

Skylights: The Finance Department determined that we need quotes from at least three vendors before submitting a request to replace the 6 cracked skylights. We have one quote, and have request quotes from 4 other vendors. The deadline to submit a quote is March 16

Service Improvements

Map Case and Archival Materials: We have the map case installed in the adult area. As the map case is in a public area, we have the drawers locked.

Federal Project Number One: Federal Project Number One is the collective name for a group of projects under the Works Progress Administration in which funds were used to employ artists, musicians, actors and writers. By 1935 over one half the population of New Mexico had jobs through the Works Progress Administration. The New Mexico Chapter of the Living New Deal has loaned us their complete pictures and photos collection that they loaned to organization throughout New Mexico. We are placing them in the former photocopy room and City of Roswell Facilities Department is building a door way for the room and modify some existing doors to make the collection more secure.

Programs

Fly to Neverland: Each February we offer a Saturday program that focuses on a book or author. We have done Eric Carle (**Very Hungry Caterpillar**), A.A. Milne (**Winnie-the-Pooh**), L.Frank Baum (**Wizard of Oz**) and J. M. Barrie (**Peter Pan**). The program is a fun event for the family this year was no different 152 people enjoyed the program which included making a pirate hat or Peter Pan hat, a fairy bracelet or fairy crown, and doing a scavenger hunt. Texas Roadhouse provided cinnamon rolls, which were very much enjoyed. Library staff dress up as Pan, Captain Hook, the crocodile and Wendy. We had a child come in dressed like Tinkerbell. Participants earned a "gold coin" at each activity station. Next year, we plan to do **Pete the Cat** illustrated by James Dean.

Spice Club: The spice of the month for February – dill weed.

Summer Reading Program: Much of this month was spent on preparing for the summer reading program. Diana attended a full day training offered by the New Mexico State Library. We finalized the performers, and the calendar was submitted to be included in the City of Roswell May-August brochure.

THE LIBRARY BUILDS STRONG COMMUNITY

The Roswell Public Library helps to build a strong community as it provides everyone access to information and education regardless of socioeconomic status or location. The Library offers knowledge and entertainment through books, magazines, and DVDs, free programs, access to the internet, materials for lifelong learning, and other resources that would otherwise be difficult to find or afford. The Library provides a place to study and connect.

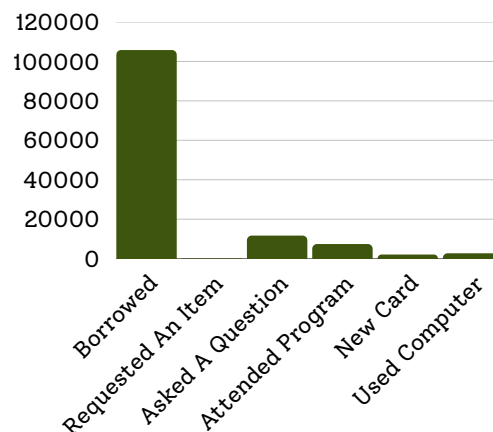


LIBRARIES = STRONG COMMUNITIES

LIBRARIES ARE IMPORTANT FOR EDUCATION

72,741 Visitors

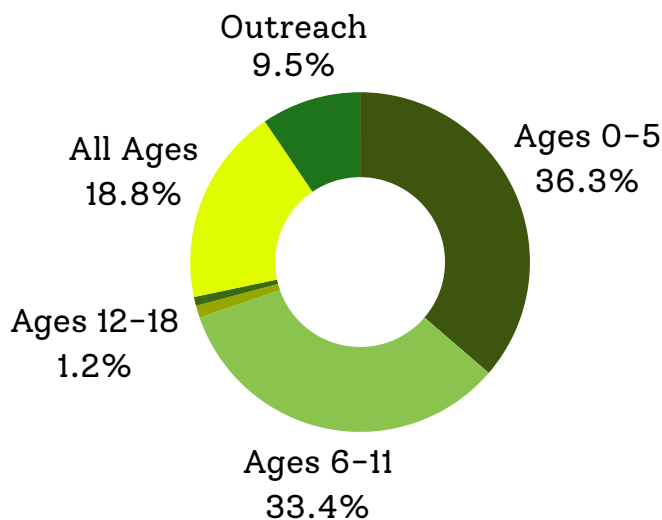
- Borrowed 105,777 Items
- Requested 141 Items from another Library
- Asked 11,678 Reference Questions
- 7395 Attended Programs
- 2,070 Applied for a Library Card
- 2700 Used library computers



LIBRARIES PROVIDE A PLACE TO LEARN NEW THINGS

305 programs were offered in 2025 and attended by 9,114.

- 299 were held in the Library.
 - 2967 attended the 168 programs for ages 0-5
 - 2,726 attended the 101 programs for ages 6-11
 - 95 attended the 14 programs for ages 12-18
 - 69 attended the 15 programs for ages 19 and older.
 - 1538 attended 17 programs for all ages
- 6 programs were not at the Library and attended by 1,719 people.



Program Attendance

LIBRARIES PROMOTE LITERACY

Summer Reading Program
614 Children, and Teens
participated in the reading program
by reading at least one book.



Reading programs are done at home and are not counted with the program statistics.

3,187 children completed scavenger hunts.

700 first day of school bags with a book and supplies were given to kindergarten students.

LIBRARIES PROVIDE A SENSE OF COMMUNITY

513,334 Facebook View

- 6,400 Facebook Interactions
- 200 Facebook Posts
- 19,000 Facebooks Visits
- 4,693 Facebook Reactions
- 4,803 Facebook Followers

<https://www.facebook.com/Roswell Public Library/>

SPECIAL THANKS

Roswell Library Foundation
and the
Friends of the Library,
for providing funds
for
Library Programs

Thank You

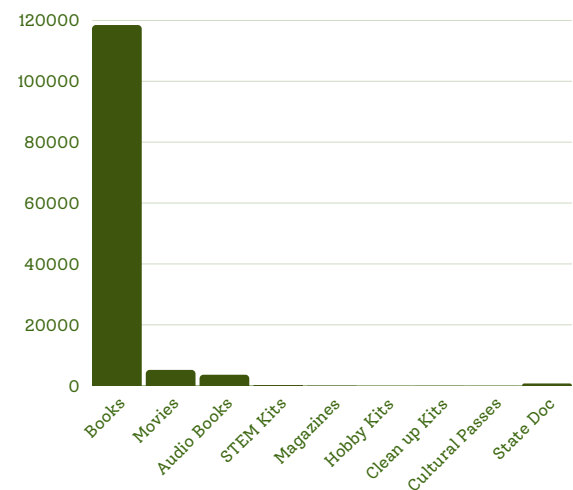


Began offer an online picture books collection to schools and public using General Obligation bond funds

LIBRARIES OFFER A VARIETY OF RESOURCES THAT ARE ACCESSIBLE TO EVERYONE

The Roswell Public Library owns
136,343 items which include:

- 118,481 Books
- 747 State Documents
- 5,187 Movies
- 3,601 Audio Books
- 50 Newspaper and Magazine titles
- 30 Nature Backpacks
- 227 STEM Kits
- 10 Hobby Kits
- 20 Keep Roswell Beautiful Clean-up Kits
- 10 Cultural Passes



Finance Committee

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City of Roswell

MONTH BY MONTH

January

- Katelyn Turner, Roswell Public Library STEM Instructor, was selected as one of 13 people nationwide to take part in the Massachusetts Institute of Technology (MIT) Public Library Innovation Exchange (PLIX) Ambassador's program.
- 189 people attended the tea party at the library.
- Facilities Department repaired the walls in the Bondurant room and on the west side of the building that were damage by the October 2024 flood.

February

- Roswell Museum began offering Second Saturday programs at the library.

March

- Touch a Truck Program was enjoyed by 264 children and adults
- Studio 27 selected to create plans for the Children's Garden/Jardin de los Ninos
- City Council approved waiving fee for items damaged in the October 2024 flood.
- HVAC system was repaired
- 168 people help created the Roswell Public Library Rube Goldberg Machine Challenge as part of the PLAX program.



April

- The Day of the Child and Day of the Book was celebrated by 169 children and adults
- The Tree of Knowledge was cleaned.

May

- Moved the Spanish nonfiction book collection to expand the Spanish fiction collection, move the magazine area and nonfiction book club collection

June

- Offer the summer reading program in June and July to 614 children, teens and adults.
- Painting of the Bondurant Room and the west side of the inter walls, damaged done by the October 2024 flood.
- Vaquero Statue placed in the library. This is the second statue that is part of the Spring River project. It will be in the library until it is place near the Spring River



July

- Over 700 Kindergarten bags were delivered to Roswell Schools with the assistance of Roswell Transit.
- Completed the Senior Planet Training. Senior Planet is an AARP program designed to encourage those 55 years old and older to learn computer skills. The program may be attended by any adult. State Grants in Aid funds are being used to purchase a charging station, mouse pads, flash drives, speakers and stickers to make the keyboard easier to read.

MONTH BY MONTH

August

- Installed a new check out station in the children's area using General Obligation Bonds.
- Worked with the Historical Society to scan High School Yearbooks using General Obligation Bonds.
- Create a display of Pioneers of Roswell with set of portraits on loan from the Historical Society.
- Partnered with the Chaves County Clerk's office to have another copy of the Roswell Daily Record on microfilm at the Chaves County Office.
- Participated in the RISD Teacher Inservice and community event.

September

- Pecos Valley Quilters created the first display in the Bondurant Room.
- Started the Spice of the Month program.
- Completed the evaluation of the 800 collection and started on the 900 collection. Moved the Genealogy collection.



Pecos Valley Quilt

October

- Hosted an animal adoption program with the Roswell Animal Shelter
- Began offering STEAM program on the first and third Saturdays again.
- Removed shelving on the south wall. Replaced hot water heater and installed AED
- Library Foundation purchased musical instrument for the Children's Garden/Jardin de Ninos

November

- 278 people participated in Dia de los Muertos event at the library that included service for the departed, decorating sugar skulls, community ofrenda, music and cultural facepainting.
- Closed the Library for two weeks to replace carpet at the circulation desk and entrance to the children's area with tile and to create a pebble path and tile road in the children's area.
- Painted the south wall of the main area.
- Evaluated and move the State Documents area, Created a UFO collection and New Mexico Collection.



Road in the Library

December

- Received \$10,000 from State of New Mexico as part of the Library Grant in Aid program.
- Replaced the chairs in the public area using General Obligation Bonds.
- More than 250 people attended a Grinchy Yuletide Festival. There was craft, music, storytelling, STEM activity, cookie decorating, and each child selected a free book to take home.
- Move graphic novels close to the Spanish Collection. Purchased shelving and display shelving for the graphic novel collection using General Obligation Bonds.
- 224 people welcomed in the New Year early at the Library on December 31. The event concluded with a balloon drop at 12:00 noon.

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 6.

Finance Committee

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Cannabis Excise Tax

Gross Receipts Tax

Attachments

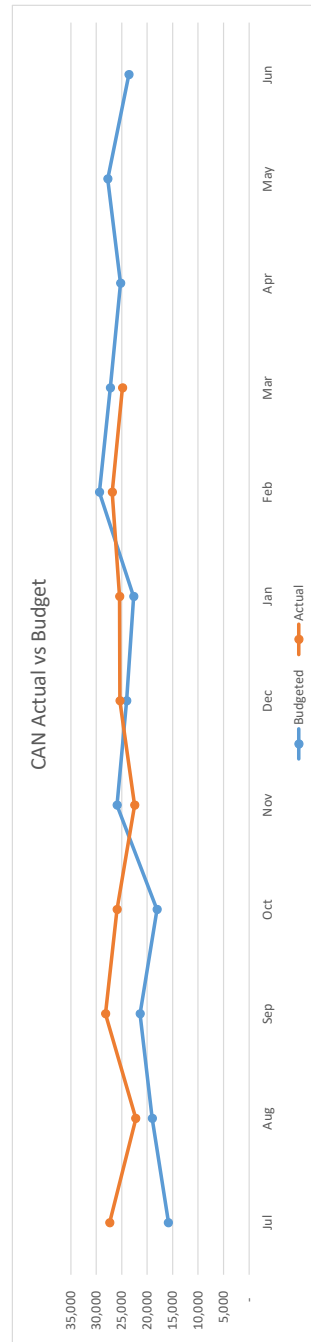
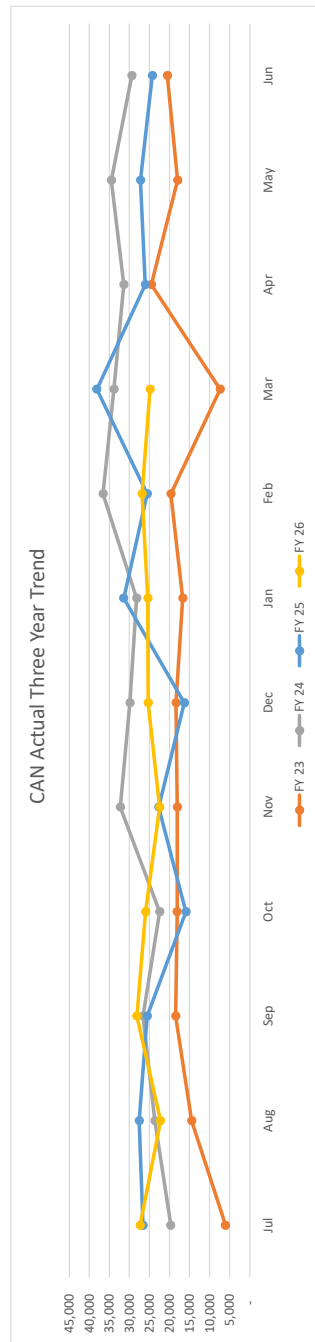
Cannabis Excise Tax

Gross Receipts Tax

Allocation Report

YTD Budget Report

FY	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals	YTD Period % Change	Total
FY 23	6,091	14,494	18,482	18,108	18,096	18,422	16,719	19,631	7,352	24,557	17,949	20,569	200,469		200,469
FY 24	19,733	23,688	26,592	22,491	32,293	29,911	28,210	36,580	33,857	31,409	34,507	29,406	348,677	73.9%	348,677
FY 25	26,593	27,541	25,544	15,944	22,724	16,310	31,430	25,563	38,136	26,059	27,204	24,268	307,316	-11.9%	307,316
FY 26	27,337	22,256	28,178	25,929	22,451	25,341	25,423	26,838	24,872				228,625	-25.6%	228,625
26 over 25	2.8%	-19.2%	10.3%	62.6%	-1.2%	55.4%	-19.1%	5.0%	-34.8%	-100.0%	-100.0%	-100.0%	-25.6%		

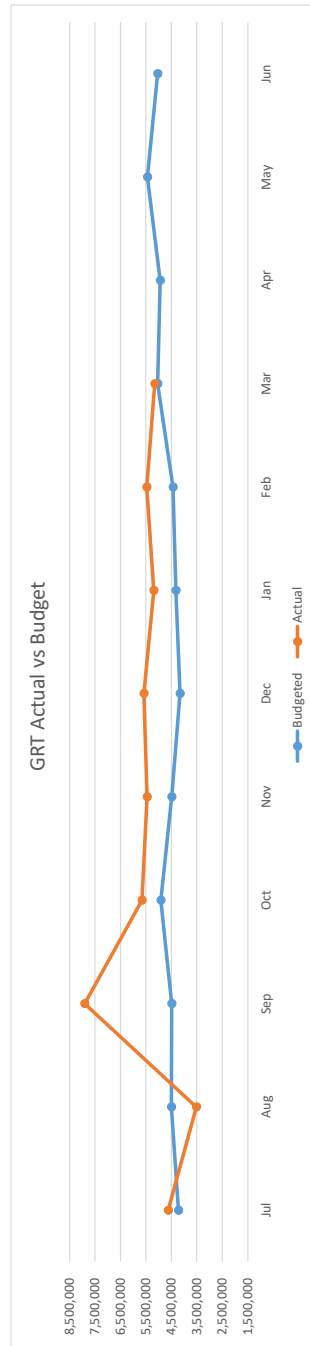
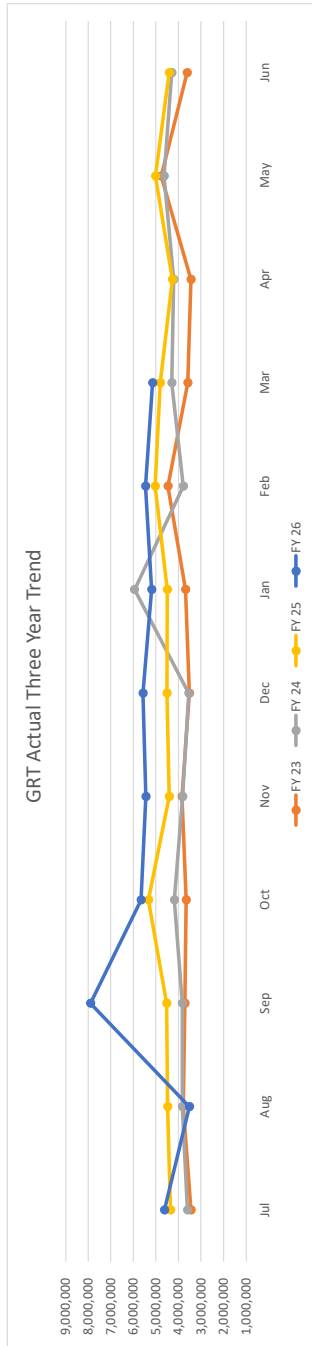


	Budgeted	Actual	Variance
Jul	15,848	27,337	11,489
Aug	19,023	22,256	3,233
Sep	21,362	28,178	6,816
Oct	18,058	25,929	7,871
Nov	25,926	22,451	(3,475)
Dec	24,006	25,341	1,335
Jan	22,658	25,423	2,765
Feb	29,370	26,838	(2,532)
Mar	27,207	24,872	(2,335)
Apr	25,218		(25,218)
May	27,707		(27,707)
Jun	23,617		(23,617)
Total	280,000	228,625	(51,375)
% FYTD			-18.3%



City of Roswell
Gross Receipts Tax
March 2026

FY	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals	YTD Period % Change	Total
FY 19	3,131,599	2,939,761	2,717,100	2,851,428	2,747,878	2,708,431	2,781,667	3,114,447	2,690,121	2,700,303	2,973,891	2,763,391	34,120,016		34,120,016
FY 20	2,860,221	3,248,842	5,450,435	2,804,337	3,799,352	3,162,914	2,788,688	3,186,544	2,790,481	2,464,194	2,876,027	2,809,756	38,241,792	10.8%	38,241,792
FY 21	3,022,870	3,102,729	3,004,044	2,972,865	2,954,877	2,791,196	2,669,024	3,323,947	2,848,487	2,712,994	3,440,838	3,310,495	36,154,366	-5.8%	36,154,366
FY 22	2,905,150	3,365,250	3,274,874	5,322,186	3,503,137	3,415,875	3,433,365	3,746,860	3,298,203	3,207,034	3,796,595	3,493,551	42,762,081	15.5%	42,762,081
FY 23	3,451,125	3,781,199	3,720,713	3,659,178	3,836,550	3,520,939	3,690,743	4,468,601	3,592,680	3,450,237	4,773,189	3,610,211	45,555,365	6.5%	45,555,365
FY 24	3,601,500	3,833,199	3,825,702	4,187,623	3,821,397	3,550,450	5,949,131	3,784,152	4,297,716	4,213,352	4,643,710	4,296,782	50,004,713	9.8%	50,004,713
FY 25	4,360,577	4,481,811	4,529,227	5,334,898	4,410,155	4,515,089	4,501,105	5,035,167	4,810,285	4,274,929	5,021,295	4,404,839	55,679,377	11.3%	55,679,377
FY 26	4,625,684	3,517,302	7,903,051	5,654,926	5,450,801	5,577,332	5,193,540	5,464,974	5,151,075				48,538,686	-12.8%	48,538,686
26 over 25	6.1%	-21.5%	74.5%	6.0%	23.6%	23.5%	15.4%	8.5%	7.1%	-100.0%	-100.0%	-100.0%	-12.8%		



	Budgeted	Actual	Variance
Jul	4,220,150	4,625,684	405,534
Aug	4,493,287	3,517,302	(975,985)
Sep	4,484,504	7,903,051	3,418,547
Oct	4,909,769	5,654,926	745,157
Nov	4,478,402	5,450,801	972,399
Dec	4,162,932	5,577,332	1,414,400
Jan	4,325,999	5,193,540	867,541
Feb	4,436,170	5,464,974	1,028,804
Mar	5,038,498	5,151,075	112,577
Apr	4,939,601		(4,939,601)
May	5,444,599		(5,444,599)
Jun	5,037,177		(5,037,177)
Total	55,971,088	48,538,686	(7,432,402)
% FYTD			-13.28%



CITY OF ROSWELL
GRT ALLOCATION
FY26

Fund	Income											
	July Actuals	August Actuals	September Actuals	October Actuals	November Actuals	December Actuals	January Actuals	February Actuals	March Actuals	April Actual	May Actuals	June Actuals
General Fund	3,469,335.19	2,638,030.89	5,327,317.59	3,800,971.34	3,663,384.86	3,749,563.85	3,490,242.44	3,672,343.90	3,461,665.45	-	-	-
Flood	-	-	800,115.38	587,069.91	566,389.53	578,017.90	539,979.56	568,617.02	535,616.65	-	-	-
Recreation	433,594.88	329,699.48	665,798.96	475,042.36	457,847.04	468,617.25	436,207.91	458,966.92	432,636.39	-	-	-
Public Safety	722,754.16	549,571.64	1,109,819.25	791,842.68	763,179.82	781,133.06	727,109.71	765,046.29	721,156.37	-	-	-
	4,625,684.23	3,517,302.01	7,903,051.18	5,654,926.29	5,450,801.25	5,577,332.06	5,193,539.62	5,464,974.13	5,151,074.86	-	-	-

Fund	Expense Actuals											
	July	August	September	October	November	December	January	February	March	April	May	June
Flood	-	-	-	-	-	-	-	-	-	-	-	-
Public Safety	115,408.23	117,612.20	118,192.69	119,253.76	118,781.26	317,694.41	464,176.82	139,655.91	257,442.45	-	-	-
	115,408.23	117,612.20	118,192.69	119,253.76	118,781.26	317,694.41	464,176.82	139,655.91	257,442.45	-	-	-

City of Roswell - Public Safety Fund
Year-To-Date Budget Report
As of 3/29/2019

ORG	OBI	ACCOUNT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANSFRS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
5500	411100	5500-00-0000-0000-411100-	GRT Tax-Municipal	-5,417,634.00	0.00	-5,417,634.00	-4,268,298.21	0.00	-1,149,335.79	78.8%
5500	411500	5500-00-0000-0000-411500-	GRT Tax-State Share	-3,327,741.00	0.00	-3,327,741.00	-2,663,314.78	0.00	-664,426.22	80.0%
5500			Revenue	-8,745,375.00	0.00	-8,745,375.00	-6,931,612.99	0.00	-1,813,762.01	
550004125	511110	5500-41-4125-0000-511110-	Full-Time Salaries	553,277.77	0.00	553,277.77	31,942.70	0.00	521,335.07	5.8%
550004125	521210	5500-41-4125-0000-521210-	Full-Time Overtime	264,467.70	0.00	264,467.70	0.00	0.00	264,467.70	0.0%
550004125	541561	5500-41-4125-0000-541561-	Phone Allowance	630.00	0.00	630.00	0.00	0.00	630.00	0.0%
550004125	551510	5500-41-4125-0000-551510-	FICA Tax	32,872.87	0.00	32,872.87	1,904.27	0.00	30,968.60	5.8%
550004125	551520	5500-41-4125-0000-551520-	Medicare Tax	7,687.70	0.00	7,687.70	445.36	0.00	7,242.34	5.8%
550004125	561530	5500-41-4125-0000-561530-	PERA Retirement	62,562.46	0.00	62,562.46	3,710.72	0.00	58,851.74	5.9%
550004125	561535	5500-41-4125-0000-561535-	NMRHCA	10,603.75	0.00	10,603.75	628.97	0.00	9,974.78	5.9%
550004125	571536	5500-41-4125-0000-571536-	Administration Fee	266.85	0.00	266.85	6.64	0.00	260.21	2.5%
550004125	571540	5500-41-4125-0000-571540-	Group Insurance	298,409.44	0.00	298,409.44	6,158.00	0.00	292,251.44	2.1%
550004125	571550	5500-41-4125-0000-571550-	Worker's Compensation Fee	125.80	0.00	125.80	17.55	0.00	108.25	14.0%
550004125	585901	5500-41-4125-0000-585901-	Employee Training	50,000.00	0.00	50,000.00	1,163.67	0.00	48,836.33	2.3%
550004125	585902	5500-41-4125-0000-585902-	Employee Travel	5,000.00	0.00	5,000.00	1,691.34	0.00	3,308.66	33.8%
550004125	586101	5500-41-4125-0000-586101-	General Uniforms	33,451.14	0.00	33,451.14	0.00	25,610.00	7,841.14	0.0%
550004125	614002	5500-41-4125-0000-614002-	M&R-Building	3,750.00	0.00	3,750.00	0.00	0.00	3,750.00	0.0%
550004125	614004	5500-41-4125-0000-614004-	M&R-Equipment	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00	0.0%
550004125	614012	5500-41-4125-0000-614012-	Insurance-Auto	55,000.00	0.00	55,000.00	0.00	14,878.80	40,121.20	0.0%
550004125	623401	5500-41-4125-0000-623401-	Utilities-Mobile Telephones	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00	0.0%
550004125	635802	5500-41-4125-0000-635802-	Utilities-Electric	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00	0.0%
550004125	636302	5500-41-4125-0000-636302-	Utilities-Gas	6,249.99	0.00	6,249.99	0.00	0.00	6,249.99	0.0%
550004125	636303	5500-41-4125-0000-636303-	Utilities-Water	2,499.99	0.00	2,499.99	0.00	0.00	2,499.99	0.0%
550004125	642901	5500-41-4125-0000-642901-	Non-Capital-Computers	12,499.98	0.00	12,499.98	0.00	0.00	12,499.98	0.0%
550004125	642902	5500-41-4125-0000-642902-	Non-Capital-Tools	48,100.00	0.00	48,100.00	47,995.07	0.00	104.93	99.8%
550004125	642903	5500-41-4125-0000-642903-	Non-Capital-Furniture/Fixtures	36,000.00	0.00	36,000.00	0.00	0.00	36,000.00	0.0%
550004125	642904	5500-41-4125-0000-642904-	Non-Capital-Equipment	20,000.00	0.00	20,000.00	0.00	4,000.00	16,000.00	0.0%
550004125	652404	5500-41-4125-0000-652404-	Contract-Ambulance Services	125,266.24	0.00	125,266.24	77,805.62	34,413.62	13,047.00	62.1%
550004125	654801	5500-41-4125-0000-654801-	Contract-Professional Services	0.00	0.00	0.00	832,000.00	416,000.00	0.00	66.7%
550004125	663301	5500-41-4125-0000-663301-	Computer-Subscription/License	1,248,000.00	0.00	1,248,000.00	32,481.24	0.00	175,518.76	15.6%
550004125	672805	5500-41-4125-0000-672805-	PubRelat-Advertising/Notices	77,135.00	0.00	77,135.00	59,612.00	7,733.25	9,789.75	77.3%
550004125	674700	5500-41-4125-0000-674700-	PubRelat-Printing & Publicatns	1,000.00	0.00	1,000.00	155.99	0.00	844.01	15.6%
550004125	712210	5500-41-4125-0000-712210-	G&A-GRT Admin Fees	142,500.00	0.00	142,500.00	127,150.14	0.00	15,349.86	89.2%
550004125	715303	5500-41-4125-0000-715303-	G&A-License Fees	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00	0.0%
550004125	723200	5500-41-4125-0000-723200-	Supplies-Fuels and Fluids	52,001.00	0.00	52,001.00	0.00	0.00	52,001.00	0.0%
550004125	725601	5500-41-4125-0000-725601-	Supplies-General	4,000.00	0.00	4,000.00	0.00	0.00	4,000.00	0.0%
550004125	725602	5500-41-4125-0000-725602-	Supplies-Office	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00	0.0%
550004125	725605	5500-41-4125-0000-725605-	Supplies-EWS	300,000.00	0.00	300,000.00	58,890.80	56,025.45	185,083.75	19.6%
550004125	725608	5500-41-4125-0000-725608-	Supplies-Janitorial	6,666.64	0.00	6,666.64	0.00	0.00	6,666.64	0.0%
550004125	817503	5500-41-4125-0000-817503-	Capital Outlay-Building/Improv	734,314.49	0.00	734,314.49	0.00	0.00	734,314.49	0.0%
550004125	817505	5500-41-4125-0000-817505-	Capital Outlay-Equipment	878,308.57	0.00	878,308.57	290,509.75	580,341.94	7,456.88	33.1%
550004125	817506	5500-41-4125-0000-817506-	Capital Outlay-Vehicles	2,011,997.49	0.00	2,011,997.49	193,838.65	1,818,158.49	0.35	9.6%
550004125			Expense	1,390,500.00	5,922,144.87	7,312,644.87	1,768,217.73	2,957,161.55	2,587,265.59	
			Fund 5500 (Surplus) Deficit	-7,354,875.00	5,922,144.87	-1,432,730.13	-5,163,395.26	2,957,161.55	773,503.58	

City of Roswell - Public Safety Fund
 Year-To-Date Budget Report
 As of 3/29/2029

	ORIGINAL APPROP	TRANFRS/ADJSTMNTS	REVISED BUDGET
Beginning Cash	\$ 8,267,575.16		\$ 8,267,575.16
Revenue	\$ (8,745,375.00)		\$ (8,745,375.00)
Transfers		\$ -	\$ -
Payroll		\$ 1,230,904.34	\$ 1,230,904.34
Operating Expense	\$ 1,390,500.00	\$ 4,691,240.53	\$ 6,081,740.53
Ending Cash	\$ 15,622,450.16	\$ (5,922,144.87)	\$ 9,700,305.29

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 7.

Finance Committee

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Following Ordinance 24-07 the Solid Waste Department has reviewed all costs and rates and is reporting on their financial status.

Per Ordinance 24-07 Chapter 21 Solid Waste Effective with the beginning of each Fiscal Year, the City Council shall review and adjust all rates for changes occurring since the beginning of the previous Fiscal Year or the last rate adjustment, which ever shall have last occurred. The Solid Waste Director shall, each January, review all costs and rates and shall report to the Finance Committee, at their April meeting.

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 8.

Finance Committee

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Discussions on the proposed police station.

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 9.

Finance Committee

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Discussions on procurement ordinance.

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 10.

Finance Committee

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Flood disaster update

Attachments

Dashboard

Project #	Title	Status	Date	Estimate or Claimed Amount	FEMA Share at 75%	City of Roswell 25%
806095	B - City of Roswell, City Hall Storage, Emergency Protective Measures	Obligated	6/9/2025	10,320.57	\$ 7,740.43	\$ 2,580.14
806112	B - City of Roswell, Convention & Civic Center, EPM	Obligated	5/5/2025	1,816,033.58	\$ 1,362,025.19	\$ 454,008.40
806126	B - Parks and Recreation Office/IT Building "The Rock" Building,EPM	Obligated	4/28/2025	219,539.72	\$ 164,654.79	\$ 54,884.93
806133	B - City of Roswell, Adult Center, Emergency Protective Measures	Obligated	6/12/2025	294,742.06	\$ 221,056.55	\$ 73,685.52
806146	B - Museum and Robert H. Goddard Planetarium, EPM	Obligated	5/5/2025	2,954,901.77	\$ 2,216,176.33	\$ 738,725.44
806150	B - City of Roswell, Police Station, Emergency Protective Measures	Obligated	5/20/2025	258,476.31	\$ 193,857.23	\$ 64,619.08
806256	G - City of Roswell, Section 1206, Flood Plain Management Compliance	Obligated	6/24/2025	132,948.78	\$ 99,711.59	\$ 33,237.20
806257	E - Roswell Museum & Art Center Building Damages V.0 (A&E only)	Obligated	8/26/2025	672,030.00	\$ 504,022.50	\$ 168,007.50
806259	E - Boy Scout Building Damages V.1 50% Rule (Repair vs. Replacement)	Obligated	1/28/2026	739,017.53	\$ 554,263.15	\$ 184,754.38
806261	E - Convention & Civic Center Damages V.1 (Repair to Pre-Disaster Condition)	Obligated	2/27/2026	4,554,823.22	\$ 3,416,117.42	\$ 1,138,705.81
806262	E - Parks & Recreation Office / IT Building Damages V.1 (50% Rule - Repair	Obligated	8/26/2025	972,673.13	\$ 729,504.85	\$ 243,168.28
806263	E - Parks & Recreation Tennis Pro Shop "The Rock" Building Damages V.0	Obligated	8/5/2025	67,281.00	\$ 50,460.75	\$ 16,820.25
949428	A - Debris Removal from Streets/Roadways	Obligated	2/25/2026	530,478.50	\$ 397,858.88	\$ 132,619.63
949433	B - Roswell International Air Center (RAIC) - EPM	Obligated	6/12/2025	548,447.95	\$ 411,335.96	\$ 137,111.99
949435	B - Roswell Fire Department - Central Fire Station EPM	Obligated	6/24/2025	86,128.48	\$ 64,596.36	\$ 21,532.12
949444	B - Roswell Parks & Recreation - IT Department Temp Location	Obligated	2/20/2026	25,155.92	\$ 18,866.94	\$ 6,288.98
949457	B - Roswell Museum Building and Goddard Planetarium - Temporary Storage	Obligated	2/25/2026	91,973.60	\$ 68,980.20	\$ 22,993.40
949463	B - City of Roswell - Roswell Police Department Citywide EPM	Obligated	2/4/2026	30,225.22	\$ 22,668.92	\$ 7,556.31
949466	B - Roswell Wastewater Treatment Plant - Emergency Protective Measures	Obligated	2/9/2026	19,265.49	\$ 14,449.12	\$ 4,816.37
949469	B - Roswell Visitor Center Building - Emergency Protective Measures	Obligated	1/30/2026	5,486.33	\$ 4,114.75	\$ 1,371.58
950884	C - Roswell Road Damages-KY-LA-MI-MO-Aves.	Obligated	8/5/2025	63,789.91	\$ 47,842.43	\$ 15,947.48
950887	C - Roswell Road Damages-4th-6th-8th-9th-Sts.	Obligated	8/5/2025	107,493.20	\$ 80,619.90	\$ 26,873.30
950893	C - Roswell Road Damages-10th-11th-12th-Orange-PA-Park-Pecan	Obligated	8/4/2025	76,876.88	\$ 57,657.66	\$ 19,219.22
950901	C - Roswell Road Damages-Riverside Dr.	Obligated	8/4/2025	43,453.70	\$ 32,590.28	\$ 10,863.43
950904	C - Roswell Road Damages-Alameda-Bland-Edgewood-Hendricks-Summit	Obligated	8/6/2025	92,784.41	\$ 69,588.31	\$ 23,196.10
950906	E - Roswell Police Dept Vehicle Damages	Obligated	2/25/2026	298,172.00	\$ 223,629.00	\$ 74,543.00
950909	C - Roswell Road Damages-Wyoming Ave.	Obligated	8/4/2025	64,262.77	\$ 48,197.08	\$ 16,065.69
950911	C - Roswell Road Damages-7th-KY-MO-Bland	Obligated	8/26/2025	564,043.85	\$ 423,032.89	\$ 141,010.96
950917	C - Roswell Asstd Bridge Repairs-KY-DeBremond	Obligated	1/30/2026	68,298.04	\$ 51,223.53	\$ 17,074.51
950936	C - Roswell Pub Wks-Special Electronics Dept Repairs	Obligated	2/4/2026	79,962.06	\$ 59,971.55	\$ 19,990.52
950941	C - Roswell Zoo Bridges Damaged	Obligated	2/25/2026	713,497.00	\$ 535,122.75	\$ 178,374.25
950944	C - W. Bland St. Pavement repairs & Asstd Sidewalk repairs	Obligated	1/6/2026	21,523.27	\$ 16,142.45	\$ 5,380.82
950953	G - Roswell Pks&Rec-RiverFencing Damages	Obligated	2/25/2026	896,780.77	\$ 672,585.58	\$ 224,195.19
950958	G - Roswell Pub Wks-Railing&Fence Damages	Obligated	2/25/2026	208,805.62	\$ 156,604.22	\$ 52,201.41
950967	F - Roswell Pub Wks(WWTP)-Asstd Sewer Damages	Obligated	2/27/2026	1,573,001.47	\$ 1,179,751.10	\$ 393,250.37
950968	F - Roswell Pub Wks Asstd Water Aerial Crossing Damages	Obligated	1/28/2026	353,940.31	\$ 265,455.23	\$ 88,485.08
950996	E - Roswell Zoo - Animals Damages	Obligated	12/22/2025	9,500.00	\$ 7,125.00	\$ 2,375.00

951069	E - Roswell Police Station Damages	Obligated	2/25/2026	1,082,231.16	\$	811,673.37	\$	270,557.79		
951094	E - Museum- (Fine Arts-Research Library Books)Stabilization & Restoration	Obligated	2/25/2026	232,681.16	\$	174,510.87	\$	58,170.29		
951173	G - Roswell Pub Wks-Pks&Rec-Asstd Walking&Bike Trails	Obligated	2/27/2026	2,029,711.00	\$	1,522,283.25	\$	507,427.75		
951175	G - Roswell-Spring River Golf Course Damages	Obligated	2/27/2026	550,133.00	\$	412,599.75	\$	137,533.25		
951184	G - Roswell Pks&Rec-DeBremont Stadium Damages v.0	Obligated	2/27/2026	2,421,986.46	\$	1,816,489.85	\$	605,496.62		
951251	F - Roswell North Atkinson Outfall Structure Damages	Obligated	2/20/2026	53,399.16	\$	40,049.37	\$	13,349.79		
963328	Z - Management Costs	Obligated	1/28/2026	519,971.00	\$	389,978.25	\$	129,992.75		
Flood Damage Claims Approved by FEMA					\$	26,156,247.36	\$	19,617,185.52	\$	6,539,061.84

Category A (Debris Removal) Category B (Emergency Protective Measures), Category C (Roads and Bridges), Category D (Water Control Facilities), Category E (Buildings and Equipment), Category F (Utilities), and Category G (Parks, Recreational, and Other Facilities)

Project #	Title	NM Project Status	Date	Reimbursement Amount
806095	B City Hall - EPM	Reimbursement Received	9/5/2025	\$ 7,740.43
806126	B Parks and Recreation Office/IT Building and "The Rock" EP	Reimbursement Received	9/2/2025	\$ 164,654.79
806150	B Police Department - EPM	Reimbursement Received	9/5/2025	\$ 193,857.23
806256	G Flood Plain Management Compliance	Reimbursement Received	9/5/2025	\$ 99,711.59
806133	B Adult Center EPM	Reimbursement Received	10/2/2025	\$ 221,056.55
806112	B Convention & Civic Center - EPM	Reimbursement Received	1/15/2026	\$ 1,362,025.19
949433	B Air Center - EPM	Reimbursement Received	12/15/2025	\$ 411,335.96
806146	B Museum and Robert H. Goddard Planetarium, EPM	Reimbursement Received	2/4/2026	\$ 2,216,176.33
949435	B Fire Department - EPM	Reimbursement Received	1/28/2026	\$ 64,596.36
950884	C RoadDamages-KY-LA-MI-MO-Aves.	Reimbursement Received	12/12/2025	\$ 47,842.44
950887	C RoadDamages-4th-6th-8th-9th-Sts.	Reimbursement Received	12/17/2025	\$ 80,619.90
950893	C RoadDamages-10th-11th-12th-Orange-PA-Park-Pecan	Reimbursement Received	12/12/2025	\$ 57,657.66
950901	C RoadDamages-Riverside Dr.	Reimbursement Received	12/16/2025	\$ 32,590.28
950904	C RoadDamages-Alameda-Bland-Edgewood-Hendricks-Summit	Reimbursement Received	12/16/2025	\$ 69,588.31
950909	C RoadDamages-Wyoming Ave.	Reimbursement Received	12/16/2025	\$ 48,197.08
950911	C RoadDamages-7th-KY-MO-Bland	Reimbursement Received	1/28/2026	\$ 423,032.89
				\$ 5,500,682.98

Project #	Title	NM Project Status	Total Award Amount
806258	E Adult Center Building Repair v.0 (A&E only)	Revolving Loan Fund Application Accepted	\$ 389,217.24
806257	E Museum & Art Center V.0 (A&E only)	Revolving Loan Fund Application Accepted	\$ 672,030.00
806261	E Convention and Civic Center Building Repair	Revolving Loan Fund Application Submitted	\$ 6,554,823.22
951069	E Police Department Building Repair	Revolving Loan Fund Application Submitted	\$ 1,600,743.77
			\$ 1,061,247.24

Category A (Debris Removal) Category B (Emergency Protective Measures), Category C (Roads and Bridges), Category D (Water Control Facilities), Category E (Buildings and Equipment), Category F (Utilities), and Category G (Parks, Recreational, and Other Facilities)

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

11.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

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

BACKGROUND:

Initiated by: James MacCornack

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

FINANCIAL CONSIDERATION:

Financial Impact (Revenue & Expense): Budgeted

Expense: 26234323-614020 (M&R Infrastructure)

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

Remaining Budget: \$1,630,542.21

Requested Amount: \$1,114,910.16

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

LEGAL REVIEW:

Not Applicable for this agenda item.

BOARD AND COMMITTEE ACTION:

This project has been previously discussed at multiple committee meetings:

Resolution 25-11 for Project Application:

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

Resolution 25-51 for Acceptance of Project Award

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

Infrastructure Committee on 03/16/2026 voted 4-0 to recommend this item to Finance Committee.

STAFF RECOMMENDATION:

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

Attachments

Brasier Asphalt Quote
Funding Agreement Excerpt
Price Agreement Excerpt

Plant Mix Wearing Course Overlay Estimate

City of Roswell, NMSecond Street (US 380)

Date: 1/15/26PRICE AGREEMENT NUMBER: 30-80500-23-17019 April 28, 2025 to April 27, 2026

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

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

Estimated Asphalt %	5.4
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Project Totals	
Total Sq.Yds Required for Project	77,299
Total Tons needed based on lbs./sq.yd	4,251
Striping:	
Total linear feet to stripe for four lane	57,974
Total linear feet to stripe for two lane	28,987
Total tabs (temporary- 40 foot spacing)	859
Traffic Control	
Estimated tons per day- laid	700
Estimated days based on production	6.07
TC Hours	91.10
Arrow Board	2
PME (polymer modified emulsion)	
Total Gallons	11,595
	269
Approach and Departure Milling	
	SY
	100.00

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

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

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

TRANSPORTATION PROJECT FUND GRANT AGREEMENT

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

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

1. Purpose.

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

2. Project Funding.

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

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

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



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

Price Agreement Amendment

**Awarded Vendor:
2 Vendors Awarded**

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

Amendment No.: **Three**

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

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

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

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

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

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

For questions regarding this contract please contact:

Manuel Lopez (505) 690-6566

Title: **Plant Mix Wearing Course Overlay**

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

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

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

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 1/6/2026

Dorothy Mendonca
New Mexico State Purchasing Agent

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

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Awarded Vendors:

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

Delivery: As Requested

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

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

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

12.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

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

BACKGROUND:

Initiated by: James MacCornack

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

This striping work is being scheduled for Spring 2026.

FINANCIAL CONSIDERATION:

Financial Impact (Revenue & Expense): Budgeted

Expense: 26234323-614020 (M&R Infrastructure)

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

Remaining Budget: \$1,630,542.21

Requested Amount: \$99,999.95

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

LEGAL REVIEW:

Not Applicable for this agenda item.

BOARD AND COMMITTEE ACTION:

Infrastructure Committee on 03/16/2026 voted 5-0 to recommend this item to Finance Committee.

STAFF RECOMMENDATION:

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

Attachments

San Bar Proposal
Price Agreement Excerpt

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

Proposal



Proposal: 25C1223B

Date: 1/6/2026

Phone: 505-452-8000

Fax: 505-452-8800

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

Estimator		
Chris Cartwright		

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

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

Proposal



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

Proposal: 25C1223B
Date: 1/6/2026

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

Estimator		
Chris Cartwright		

Proposal Total: \$99,999.95

Notes

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

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

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

Proposal valid for 30 days.

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

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

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

Acceptance

Accepted by: _____

Title: _____

Date: _____



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
3 Awarded Vendors- See Page 6

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

Payment Terms: **Net 30**

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

Delivery: **As Requested**

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

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

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

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

Invoice:
As Requested, Refer to Page 20

Title: **Statewide Striping**

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

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

Accepted for the State of New Mexico

Dorothy Mendonca
Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 10/1/2025

MS

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

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

Page-6

Awarded Vendors:

0000148381

(AA) Prestigious Paving LLC

2706 Chamisal Ave.

Gallup, NM 7301

Contact Name: Landon Munoz

Phone: (505) 879-4340

Email: prestigious.striping@gmail.com

0000129066

(AB) RoadSafe Traffic Systems, Inc.

6221 Chappell Dr. NE

Albuquerque, NM 87113

Contact Name: Jason Ogden

Phone: (505) 345-8295

Email: JOgden@roadsafetraffic.com

0000049822

(AC) San Bar Construction Corp.

9101 Broadway Blvd. SE

Albuquerque, NM 87105

Contact Name: Chris Carwright

Phone: (505) 452-8000

Email: Chris@sanbarcc.com

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

13.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

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

BACKGROUND:

Initiated by: James MacCornack

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

FINANCIAL CONSIDERATION:

Financial Impact (Revenue & Expense): Budgeted

Expense: 26234323-614020 (M&R Infrastructure)

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

Remaining Budget: \$1,630,542.21

Requested Amount: \$79,266.13

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

LEGAL REVIEW:

Not Applicable for this agenda item.

BOARD AND COMMITTEE ACTION:

This project has previously been discussed at multiple committee meetings:

Resolution 25-11 for Project Application:

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

Resolution 25-51 for Acceptance of Project Award

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

Infrastructure Committee on 03/16/2026 voted 5-0 to recommend this item to Finance Committee.

STAFF RECOMMENDATION:

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

Attachments

Quote Brasier
Funding Agreement Excerpt
Price Agreement

Proposal



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

Proposal: 25C0209A
Date: 2/9/2026

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

Estimator		
Chris Cartwright		

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

Proposal



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

Proposal: 25C0209A
Date: 2/9/2026

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

Estimator		
Chris Cartwright		

Proposal Total: \$79,266.13

Notes

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

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

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

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

Proposal valid for 30 days.

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

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

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

Acceptance

Accepted by: _____

Title: _____

Date: _____

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

TRANSPORTATION PROJECT FUND GRANT AGREEMENT

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

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

1. Purpose.

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

2. Project Funding.

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

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

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



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

Price Agreement Amendment

**Awarded Vendor:
3 Vendors**

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

Amendment No.: **Three**

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

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

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

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

**Invoice:
New Mexico Department of Transportation
Various Locations**

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

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

Title: **Reflectorized Pavement Marking**

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

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

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

Accepted for the State of New Mexico

Dorothy Mendonca
Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 12/16/2025

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

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Awarded Vendors:

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

Payment Term: Net 30

Delivery: As Per Bid Requirements

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

Payment Term: Net 30

Delivery: Per Bid Request

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

Payment Term: Net 30

Delivery: 9101 Broadway Blvd
Albuquerque, NM 87105

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

14.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider recommending Resolution 26-XX for support of projects in response to the NMDOT's January 2026 TPF Funding, Call For Projects. (MacCornack)

BACKGROUND:

Initiated by: James MacCornack

The NMDOT has issued a "Call For Projects". These are projects that should be considered easily ready for bidding or other procurement processes. The funding level for awarded projects under the TPF program is 95% NMDOT and 5% local match. The City of Roswell has received previous awards from this program, including the award of Second Street Pavement Maintenance Project. Formal project awards will be in the Fall, 2026. Projects to be applied for are:

1. S. Atkinson Mill & Fill/ADA Capital Project (Brasher to McGaffey), and
2. Garden-McGaffey-Main Pavement Maintenance (Garden from Marker Rd. to McGaffey, McGaffey from Garden to Main, S. Main from McGaffey to Oliver Street).

FINANCIAL CONSIDERATION:

This is for project application support. Awarded projects may require a budget adjustment once a formal award is received.

1. S. Atkinson Mill & Fill Capital - \$2,733,000 (State \$2,596,350, City Match \$136,650)
2. Garden-McGaffey-Main Pavement Maintenance - \$610,000 (State \$579,500, City Match \$30,500)

LEGAL REVIEW:

Resolution has been reviewed by the City Legal Department.

BOARD AND COMMITTEE ACTION:

The Infrastructure Committee voted, 3-0, to recommend Resolution 26-XX, at the February 9, 2026 meeting.

STAFF RECOMMENDATION:

Consider Resolution 26-XX for support of projects in response to the NMDOT's January 2026 TPF Funding, Call For Projects to the April 2026 City Council.

Attachments

NMDOT's Call for Projects letter
Draft Resolution 26-XX, FY 27 TPF Funding



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

January 12, 2026

RE: Transportation Project Fund (TPF) Call for Projects

Metropolitan and Regional Transportation Planning Organizations:

The Project Oversight Division is soliciting applications for the Department's Transportation Project Fund (TPF) for fiscal year 2027. Local and tribal governments in New Mexico are eligible to apply for state funded grants. Eligible projects are in the following categories: (1) environmental and other studies; (2) planning; (3) design; (4) construction; and (5) acquisition of rights of way necessary for the development of transportation infrastructure, which includes highways, streets, roadways, bridges, crossing structures and parking facilities, including all areas for vehicular, transit, bicycle or pedestrian use for travel, ingress, egress and parking.

The Metropolitan or Regional Transportation Planning Organizations (MPO/RTPO) will use the following criteria to prioritize their planning-area projects; the District office will also use the criteria to rank projects from their District.

Project Prioritization Criteria:

1. **Planning:** Is this project identified as a priority on a local or regional planning or programming document? Is this project consistent with local or regional plans?
2. **Project readiness:** If awarded, will the applicant be able to start spending the money within 3 months from receiving the fully executed project agreement?
3. **Priority Bridge:** Is this project addressing a bridge on the Statewide Bridge Priority List for Replacement / Rehabilitation? (contact Jeff Vigil at Jeff.Vigil@dot.nm.gov or (505)490-2699 for verification of bridge status)
4. **Phasing:**
 - a. Is this project part of a phased project previously funded with other state funds (e.g. Local Government Road Fund, Municipal Arterial Program, Capital Outlay, State Road Fund etc.)?
 - b. Is this project part of a phased project previously funded with TPF? If so, what year?
5. **Additional criteria** identified by the MPO or RTPO

The application package shall include the following:

1. **Cover letter application** including: (1) brief overview of project; (2) whether the potential grantee intends to apply for hardship (match waiver); (3) the timeframe in which the potential grantee is prepared to spend the grant funds, if received (project readiness); (4) verification that funding requested will be enough to complete the phase of work submitted, and (5) whether the project falls into category (a) or (b):
 - a) Project is located on or within locally-owned right-of-way and the project does not include federal funds; or
 - b) Project is located within or on NMDOT owned right-of-way or is an NHS route and/or may include federal funds;
2. **Project must fall into one or more of the following categories**, including: (1) environmental and other studies; (2) planning; (3) design; (4) construction; and (5) acquisition of rights of way necessary for the development of transportation infrastructure, and includes highways, streets, roadways, bridges, crossing structures, parking facilities, including all areas for vehicular, transit, bicycle or pedestrian use for travel, ingress, egress and parking. Please be sure to clearly identify the phase of work the funding will be used for (i.e. planning, design, construction, etc.);

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

John McElroy
Commissioner
District 1

Gary Tonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner, Vice Chairman
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

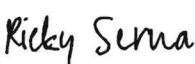
3. Project Feasibility Form (PFF) signed by District representative if the project does not have a signed PFF, then the potential grantee must work with the District on the PFF;
4. Resolution of Sponsorship from their governing body, indicating the availability of the 5% match. Alternatively, the potential grantee may submit an official letter signed by the potential grantee's chief executive or official with budget authority, indicating the availability of the 5% match;
5. Map of project location including mile posts; and
6. **Required if local entity does not own the right of way**; A letter of support or letter of authorization from owners of the project right-of-way. This includes getting a letter from the NMDOT District if the project is partially or fully within NMDOT right-of-way.

Complete applications must be submitted through NMDOT's FTP site <https://grader.dot.nm.gov/public/folder/ofgaa4btguwtnh3acn66qw/FY27%20TPF%20Applications> no later than close of business May 31, 2026. All incomplete applications will be returned to the local entity for submission the following year. Projects will be selected and approved by the State Transportation Committee by September 1, 2026. Selection letters will be mailed out within the first week of September.

If you have any questions regarding funding or agreements please contact Clarissa Martinez, 505.699.9946 or Clarissa.Martinez@dot.nm.gov or Sean Sandoval, 505.660.6102 or Sean.Sandoval@dot.nm.gov.

Sincerely,

DocuSigned by:


5910E8A6255842F...
Ricky Serna
Cabinet Secretary

Xc: NMDOT District Engineers
District Coordinators
Clarissa Martinez, State Funded Grant Manager
Sean Sandoval, Project Oversight Director
David Quintana, Chief Engineer

RESOLUTION 26-XX

A RESOLUTION TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR TPF ROADWAY PROJECTS

WHEREAS, the roadway projects named in this resolution are eligible activities under the NMDOT Call For Projects of January 12, 2026; and

WHEREAS, the following projects are requested to be considered in the Call For Projects: 1. Garden, McGaffey, and South Main St. Pavement Maintenance Project, 2. S. Atkinson Mill and Fill Capital Project; and

WHEREAS, the City of Roswell agrees to provide matching funds at a percentage rate of 5% of the cost of each project; and

WHEREAS, the City of Roswell agrees to fund all project development, environmental analysis, and design costs separate from the cost of construction; and

WHEREAS, the City of Roswell agrees to fund all appropriate ongoing maintenance costs for these roadway projects after construction; and

WHEREAS, the City of Roswell supports these projects and desires to receive funding; and

WHEREAS, this Resolution is presented at the time of application for NMDOT Call For Projects funding.

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

SECTION The subject projects listed above shall be submitted as applications for Call For Projects funding to the New Mexico Department of Transportation; and hereby commits to the concept of such projects as listed above and as specified in the project applications.

PASSED, ADOPTED, SIGNED and APPROVED _____, _____.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST

Amalia Martinez, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Finance Committee

15.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

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

BACKGROUND:

Initiated by TJ Conyers

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

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

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

FINANCIAL CONSIDERATION

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

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

LEGAL REVIEW:

The City Attorney has reviewed the changes to the agreement.

BOARD AND COMMITTEE ACTION:

None

STAFF RECOMMENDATION:

Approve the Roswell-Chaves County Economic Development Corporation funding request of \$200,000 for Fiscal Year 2027.

Attachments

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

March 5, 2026

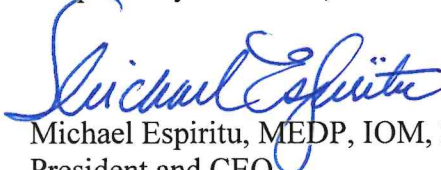
TO: Ms. Tommi Conners
Special Events Coordinator
City of Roswell
425 N. Richardson Ave.
Roswell, New Mexico 88203

Subject: Request for Fiscal Year 2027 Economic Development Funding

Dear Ms. Conners,

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

Respectfully submitted,



Michael Espiritu, MEDP, IOM, STS
President and CEO

Your 2026 Funding saw these results and activities:

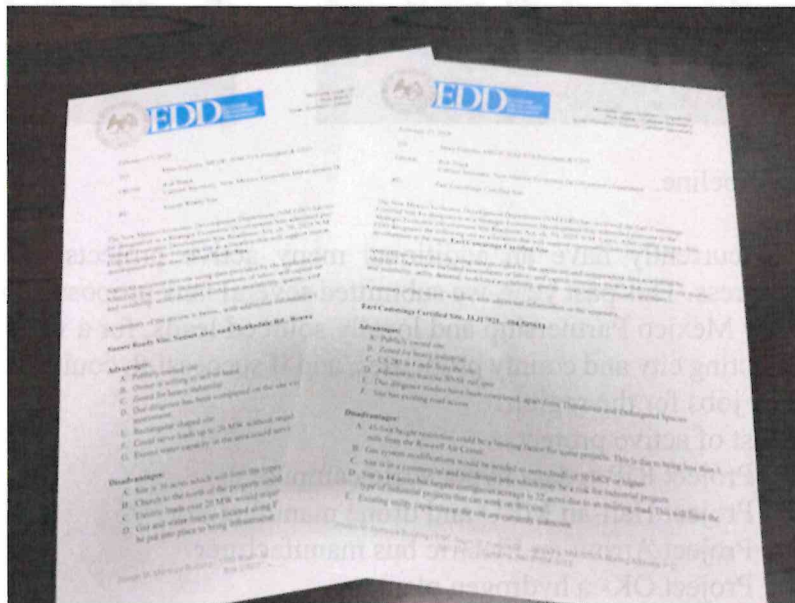
1. A review of this *past year's* major highlights of projects, programs, and other areas which your financial support provided:
 - a. Business Recruitment and Site Selection for new job growth. We recruited and saw to the fruition of the following:
 - i. We saw the successful inaugural National Championship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

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



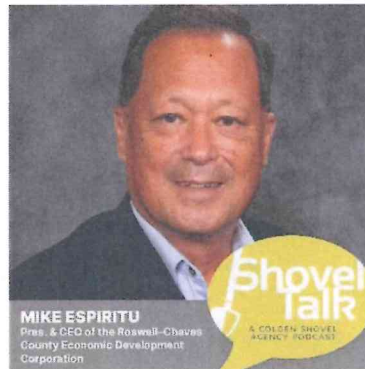
- d. Project pipeline.
- i. We currently have an additional many active projects in varying stages of progress. This past year, we submitted several new proposals to requests from the New Mexico Partnership and locally sourced leads, for a variety of new projects affecting city and county properties,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

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



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

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



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



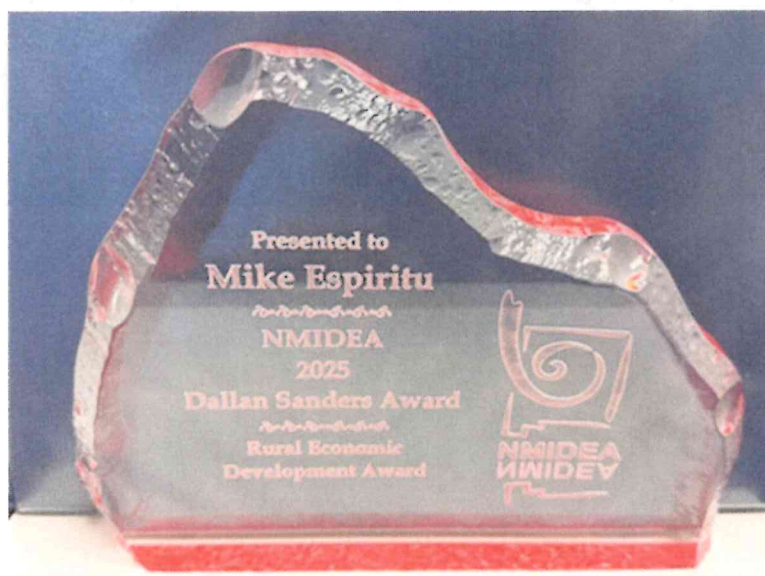
- k. During the 2026 state legislative session, we hosted the well-attended Chaves County Legislative Reception and saw many state lawmakers and people in attendance, with Senator Candy Ezzell as our keynote speaker. After this year's legislative session, we hosted a Legislative Recap with seven of our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



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



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



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

CELEBRATE
Chaves County
LUNCHEON

JOIN US IN CELEBRATING LOCAL INDIVIDUALS & BUSINESSES!

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

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

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

VOTE FOR YOUR FAVORITE LOCAL SPOTS!

BEST OF CHAVES COUNTY 2025

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

Voting
BEGINS JUNE 1, 2025
ENDS JUNE 13, 2025

PROUDLY PRESENTED BY
RCCEDC
ROSWELL-CHAVES COUNTY
 ECONOMIC DEVELOPMENT CORPORATION

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

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

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

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

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

RECITALS

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

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

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

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

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

1. TERM

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

2. SCOPE OF WORK

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

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

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

3. **COMPENSATION**

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

4. **GOVERNANCE**

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

5. **COOPERATION WITH OTHER ENTITIES**

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

6. **REPORTING**

RCCEDC shall make the following reports:

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

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

7. **ANNUAL REVIEW**

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

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

8. **COMPLIANCE WITH LAW**

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

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

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

9. LICENSES AND PERMITS

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

10. RECORD KEEPING AND INSPECTION

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

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

11. INDEPENDENT CONTRACTOR

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

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

12. TERMINATION

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

13. INSURANCE

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

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

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

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

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

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

14. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

15. FORCE MAJEURE

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

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

16. NONDISCRIMINATION

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

17. CHOICE OF LAW AND FORUM SELECTION

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

18. NOTICES

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

CITY OF ROSWELL

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

ROSWELL-CHAVES
ECONOMIC
CORPORATION

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

COUNTY
DEVELOPMENT

19. COUNTERPARTS

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

20. ENTIRE AGREEMENT, MODIFICATION

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

21. SEVERABILITY

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

22. NON-WAIVER.

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

23. RIGHTS CUMULATIVE

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

24. BINDING EFFECT

|

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

25. NO ASSIGNMENT

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

26. AUTHORITY

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

27. HEADINGS.

The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Agreement.

28. NO ADDITIONAL REPRESENTATIONS

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

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

[SIGNATURES FOLLOW ON NEXT PAGE]

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

“City”

CITY OF ROSWELL

“RCCEDC”

ROSWELL-CHAVES COUNTY
ECONOMIC DEVELOPMENT
CORPORATION

By: Hessel Yntema Date
City Manager

By: Mike Espirtu Date
President

CITY SEAL

Amalia Martinez, City Clerk Date

Approved as to form:

Christopher J. Nairn-Mahan, City Attorney

EXHIBIT A: SCOPE OF WORK

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

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

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

- iv. Collaborate with school system and ENMU-R for employee development at RAC and related businesses located at RAC.
- v. Collaborate with City Staff at RAC to develop business opportunities on City-owned real estate at RAC.
- vi. Assist City Staff in reviewing under-utilized real estate through evaluations, walk-throughs, and provide assistance in marketing and recommendations for development.
- vii. Assist the City in implementing and pursuing its marketing plan for RAC.
- viii. Assist the City as a bridge to any applicable federal and state programs or incentives that would further economic development at RAC.

2. **Technical Services:** RCCEDC shall develop a website designed to enhance the profile of Roswell as a competitive business opportunity and to communicate that profile regionally, nationally and internationally in conjunction with partners such as New Mexico Partnership, and the New Mexico Economic Development Department and other available partners. Additionally, coordinate with City Community Development Department in a website designed to highlight real estate development opportunities within the City.

3. **Other:** RCCEDC shall performing such other related services as may be appropriate.

EXHIBIT B: METRICS

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

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

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

EXHIBIT C: COMPENSATION **this could change**

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

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

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

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

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

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

DRAFT

EXHIBIT D: INSURANCE

1. MINIMUM SCOPE OF INSURANCE

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

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

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

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

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

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

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

2. ADDITIONAL INSURED STATUS

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

3. PRIMARY COVERAGE

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

4. NOTICE OF CANCELLATION

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

5. WAIVER OF SUBROGATION

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

6. SELF INSURED RETENTIONS

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

7. ACCEPTABILITY OF INSURERS

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

8. CLAIMS MADE POLICIES

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

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

9. VERIFICATION OF COVERAGE

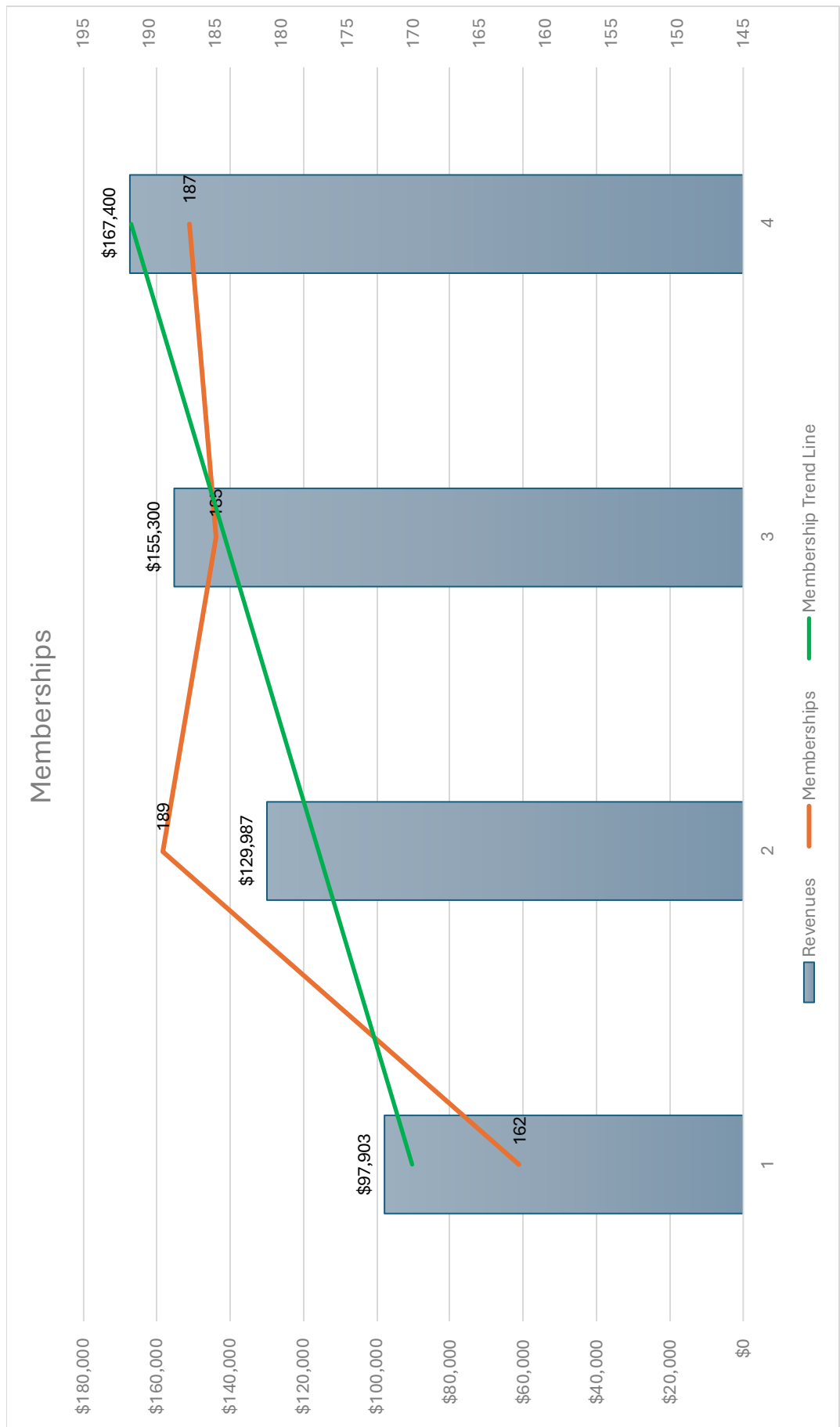
RCCEDC shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Section. All certificates and endorsements are to be received and approved by the City before the Work commences. Failure to obtain the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

10. SPECIAL RISKS OR CIRCUMSTANCES

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

RCCEDC 2027 Budget DRAFT

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



ROSWELL- CHAVES COUNTY EDC

FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION AND
ACCOUNTANT'S COMPILATION REPORT

FEBRUARY 28, 2026

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

May, Taylor & Company (P.C.)

CERTIFIED PUBLIC ACCOUNTANTS

302 W Tilden St

Roswell, NM 88203-4544

ACCOUNTANT'S COMPILATION REPORT

ROSWELL- CHAVES COUNTY EDC

PO Box 849

Roswell, NM 88202

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

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

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

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

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

May, Taylor & Company (P.C.)

March 19, 2026

Roswell, NM 88203-4544

MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

NEW MEXICO SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS - TEXAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

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

Assets

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

See Accountants' Compilation Report

I

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

Liabilities and Net Assets

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

See Accountants' Compilation Report

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

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

See Accountants' Compilation Report

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

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

ROSWELL CHAVES COUNTY ECONOMIC DEVELOPMENT CORPORATION
(a nonprofit organization)

Audited Financial Statements

For the Years Ended June 30, 2024 and 2023

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

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Statements of Cash Flows	6
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January 15, 2025

INDEPENDENT AUDITOR'S REPORT

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

Opinion

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

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

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

John Jerge CPA PC

January 15, 2025

Roswell Chaves County Economic Development Corporation

Statements of Financial Position

June 30, 2024 and 2023

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

See accompanying notes to financial statements

3

Roswell Chaves County Economic Development Corporation

Statements of Activities

For the Years Ended June 30, 2024 and 2023

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

See accompanying notes to financial statements

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

	2024				2023			
	Management and General		Fundraising	Total	Management and General		Fundraising	Total
Payroll	\$ 213,034	46,304	13,650	\$ 272,988	\$ 160,484	34,898	10,284	205,666
Payroll taxes	17,773	3,141	926	21,840	11,864	3,141	926	15,931
Employee benefits - Note 7	4,400	880	587	5,867	2,921	584	389	3,894
Payroll and benefits	235,207	50,325	15,163	300,695	175,269	38,623	11,599	225,491
Advertising - web hosting	41,803	-	-	41,803	23,722	-	-	23,722
Business recruitment	25,512	-	-	25,512	38,853	-	-	38,853
Contract services	23,535	6,277	1,567	31,379	32,286	8,610	2,152	43,048
Dues and subscriptions	2,963	-	-	2,963	4,258	-	-	4,258
Education and training	3,415	-	-	3,415	2,471	-	-	2,471
Event expense	88,310	-	-	88,310	27,097	-	-	27,097
Occupancy - Note 8	5,400	1,440	360	7,200	7,200	1,920	480	9,600
Office expenses	4,789	563	282	5,634	6,930	815	408	8,153
Travel	5,383	950	-	6,333	6,344	1,119	-	7,463
Total other expenses	201,110	9,230	2,209	212,549	149,161	12,464	3,040	164,665
Total expenses	\$ 436,317	\$ 59,555	\$ 17,372	\$ 513,244	\$ 324,430	\$ 51,087	\$ 14,639	\$ 390,156

See accompanying notes to financial statements

Roswell Chaves County Economic Development Corporation

Statements of Cash Flows

For the Years Ended June 30, 2024 and 2023

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

See accompanying notes to financial statements

6

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

Note 1: Summary of Significant Accounting Policies

Nature of Activities

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

Basis of Accounting

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

Basis of Presentation

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

Fair Value of Financial Instruments

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

Cash and Cash Equivalents

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

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

Note 1: Summary of Significant Accounting Policies – Continued

Restricted Cash

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

Accounts Receivable

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

Property and Equipment

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

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

Payroll Payable

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

Income Taxes

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

Donated Services

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

Note 1: Summary of Significant Accounting Policies - Continued

Revenue Recognition

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

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

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

Contributions and Support

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

Estimates

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

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

Note 1: Summary of Significant Accounting Policies - Continued

Advertising

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

Expense Allocation

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

Note 2: Investments

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

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

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

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

Note 2: Investments - Continued

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

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

Note 3 – Custodial Fund

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

Note 4 – Fair Value Measurements of Financial Statements

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

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

Note 4 – Fair Value Measurements of Financial Statements – Continued

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

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

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

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

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

Note 5: Net Assets

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

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

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

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

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

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

Note 6 – Restricted Net Asset Invested Funds

Interpretation of Relevant Law

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

Investment Return

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

Spending Policy

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

Note 7: Employee Benefits

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

Note 8: Occupancy

The Corporation entered into annual lease agreement for office space.

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

Note 9: Commitments and Contingencies

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

Note 10: Subsequent Events and Pronouncements

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

Note 11 – Liquidity and Availability

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

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

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

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Finance Committee

16.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider recommendation of approval of the Roswell Hispano Chamber of Commerce funding request of \$26,860 for Fiscal Year 2027. (Conyers)

BACKGROUND:

Initiated by: TJ Conyers

The requested funding will support programs and initiatives aimed at promoting local business development, cultural engagement, and economic vitality within the Roswell community.

The Roswell Hispano Chamber of Commerce provides resources and support for small businesses and entrepreneurs, including networking opportunities, business education, and community outreach. Their initiatives also include hosting cultural events, promoting tourism, and fostering partnerships that highlight the diversity and heritage of the region while contributing to local economic growth.

Approval of this funding request will enable the Roswell Hispano Chamber of Commerce to continue its efforts in supporting minority-owned and small businesses, enhancing community engagement, and contributing to the overall economic development and cultural enrichment of Roswell.

FINANCIAL CONSIDERATION

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

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

LEGAL REVIEW:

The City Attorney has reviewed the contract renewal.

BOARD AND COMMITTEE ACTION:

None

STAFF RECOMMENDATION:

Approve the Roswell Hispano Chamber of Commerce funding request of \$26,860 for Fiscal Year 2027.

Attachments

RHCC FY27 Funding Request Cover
RHCC FY27 Funding Request
RHCC Program Pillars Overview
Letter to City Attorney for Addendum to Agreement
RHCC Agreement Addendum
Active Members



01.29.2026 Board of Directors Meeting

Monday, March 9, 2026

City of Roswell

Mayor and City Council

Roswell, New Mexico

Dear Mayor Jennings and Council Members,

On behalf of the Roswell Hispano Chamber of Commerce (RHCC), we thank the City of Roswell for its continued support of our work on behalf of local businesses. Your investment has allowed the chamber to **rebuild its operational foundation** and reposition the organization to deliver **practical programs that help businesses grow while strengthening Roswell's visitor economy**.

Over the past year, RHCC focused on **rebuilding key organizational systems** while launching initiatives designed to provide **measurable value to the local business community**.

A major priority was the development of the **Business Growth & Operations System (BGOS)**. BGOS is designed as a series of **practical workshops** that help local businesses improve client acquisition, operations, marketing, and procurement readiness. Although the original BGOS partnership with the Small Business Development Center encountered unexpected challenges and ultimately could not proceed as initially planned, the process allowed RHCC to **refine the concept and reposition the program into a more practical, peer-driven model** centered on real-world business experience.

Under this model, local operators share practical operational insights with fellow business owners in a structured, hands-on format. **Each BGOS session is limited to 12 businesses and provides hands-on operational training**. Each session results in **participating businesses developing a specific operational improvement plan that can be implemented immediately**.

In addition to program development, RHCC invested considerable effort in **strengthening the organization's governance and operational framework**. Over the past year, the board adopted **internal policies designed to ensure continuity, transparency, and responsible management** of the organization.

RHCC also implemented new operational infrastructure, most notably a **Customer Relationship Management (CRM) system**, providing a **structured and accountable way to manage relationships** with members, vendors, sponsors, and community partners while tracking outreach activity, membership engagement, and program participation.

We also made substantial progress in **strengthening our digital presence**. RHCC launched the **PiñataFest-Roswell website platform**, developed in partnership with the New Mexico



01.29.2026 Board of Directors Meeting

Tourism Department and funded through the **NM True brand**. The platform is designed to **attract visitors to Roswell while showcasing local vendors, culture, cuisine, and history**.

Through feedback and discussions during member meetings, many business owners emphasized **attracting more visitors to Roswell, extending their stays, and connecting tourism activity to local commerce**. The **tourism initiative now included in RHCC's program portfolio** grew directly out of these conversations and reflects a shared recognition that a **stronger visitor economy can generate additional revenue for local businesses**.

Because much of the work this year focused on **building these foundational systems and platforms**, RHCC did not expend the entirety of the funds provided by the City during the prior funding cycle. Rather than accelerating expenditures to exhaust the allocation, the chamber deliberately paced spending while **completing the structural work necessary to support long-term programming**.

At the same time, RHCC continued **engaging the local business community** through membership outreach, vendor engagement initiatives, and networking opportunities designed to strengthen connections among Roswell businesses. These conversations helped **shape the chamber's program priorities** and laid the groundwork for the **expanded program activity outlined in our FY2027 plan**.

Looking forward, RHCC's work will focus on **three primary program areas**:

- **Small business growth through practical operational workshops**
- **Business engagement and membership development**
- **Tourism initiatives designed to attract visitors and support local businesses**

These programs are described in the **Program Pillars Overview and FY2027 budget**.

Together, these efforts position the Roswell Hispano Chamber of Commerce to serve as a **practical partner in strengthening Roswell's business community and supporting sustainable economic growth for the city**.

Thank you for your continued support.

Respectfully,

John Erard
President

**Roswell Hispano Chamber of Commerce
Membership and Educational Initiatives
Funding Request FY 2026-2027**

FY 2026-2027 Estimated Expenses

EXPENSE Small Business Support Programs

EXPENSE	Business Growth & Operations System Initiative (9 Small-business training workshops)	\$ 4,860.00	
EXPENSE	Vendor to Member Initiative (6 Sessions)	<u>\$ 2,000.00</u>	\$ 6,860.00

Business Engagement Programs

EXPENSE	Lapsed Member Workshops (4)	\$ 2,000.00	
EXPENSE	Relationship Development	<u>\$ 1,000.00</u>	\$ 3,000.00

EXPENSE Tourism & Visitor Economy Programs

EXPENSE	Tourism Best Practices Workshops (4)	\$ 4,000.00	\$ 4,000.00
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EXPENSE Marketing & Communications

EXPENSE	Contact Management	\$ 500.00	
EXPENSE	Printing	\$ 1,000.00	
EXPENSE	Graphic content	\$ 500.00	
EXPENSE	Social Media	<u>\$ 600.00</u>	\$ 2,600.00

EXPENSE Other Expenses

EXPENSE	Contingency	\$ 1,000.00	
EXPENSE	Membership Coordinator Wages (\$15 / Hr.)	\$ 7,800.00	
EXPENSE	Payroll Taxes	\$ 600.00	
EXPENSE	Supplies	<u>\$ 1,000.00</u>	\$ 10,400.00

Total FY 2027 RHCC Funding Request		<u><u>\$ 26,860.00</u></u>
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RHCC Program & Impact Overview

Projected Annual Community Impact

Businesses Served	Workshops	Visitors	Economic Impact
100+	23	5000+	\$125k-\$250k

FY2027 RHCC Community Program & Impact Overview

Our programs focus on helping local businesses grow, strengthening the visitor economy, and bringing visitors to Roswell.

This summary outlines the three program pillars through which RHCC supports local business and education activity in Roswell.

1. Small Business Growth

Goal: Help Roswell small businesses grow and increase revenue.

Program:

Business Growth & Operations System (BGOS)

Practical workshops helping Roswell small businesses improve operations, increase sales, and grow jobs.

Activity:

- 9 hands-on workshops annually
- Practical systems training for small businesses
- Marketing, operations, and procurement readiness

Expected Impact:

- 50+ businesses participating
- Improved operational capacity and competitiveness

2. Business Engagement

Goal: Build a strong local business network.

Programs

Lapsed Member Initiative

Quarterly outreach sessions designed to reconnect with former members and reintroduce RHCC programs that support local business growth.

Vendor-to-Member Initiative

Small-group sessions focused on helping participating vendors understand the benefits of chamber membership and encouraging long-term participation in the local business network.

Projected Activity

- ~100 businesses participating



RHCC Program & Impact Overview

- 4 lapsed-member reengagement sessions annually
- 6 vendor-to-member sessions
- Continued growth of chamber membership

Operational Structure

- Lean staffing: Part-time Membership Coordinator
- Minimal administrative overhead
- Accounting services provided on a pro bono basis

3. Visitor Economy Development

Goal: Bring visitors to Roswell and support local businesses through increased visitor activity.

Programs:

Tourism Best Practices Initiative

Peer-led sessions where experienced local operators share proven practices with fellow businesses to attract visitors, extend stays, and increase local spending. Local operators share proven visitor-engagement practices with other Roswell businesses.

Pilot Program – Lodging Partner Initiative

A pilot program incorporating approximately twelve of Roswell's primary hotels and motels to collaborate with local businesses on strategies that increase visitor stays, lodging occupancy, and spending across the community.

Projected Activity

- Peer-led sessions with Roswell business operators
- Participation from key lodging partners and local businesses

PiñataFest-Roswell Cultural Event & Visitor Platform

A signature cultural event and tourism website/platform designed to attract visitors to Roswell and showcase local businesses.

Pilot Program – Separate PiñataFest-Roswell Website

Operating under the NM True Brand and supported in part by the NM Tourism Department.

Projected Activity

- 1 major tourism event
- 100+ participating local vendors and businesses
- Showcase local culture, cuisine and history
- Estimated local Economic Activity: \$125,000 - \$250,000



Mr. Christopher J. Narayan
Acting City Attorney
City of Roswell

Dear Mr. Narayan,

Attached for your consideration is a proposed addendum to our existing agreement with the City of Roswell. As you know, RHCC has conducted several structured Business Growth & Operations education sessions to date in fulfillment of our education commitment.

During those sessions, recurring feedback from participating businesses – particularly hotels, vendors, and other tourism-facing operators – highlighted the need for more targeted support in maximizing tourism-related revenue. In response, we are proposing to formally expand the educational scope under our existing agreement to include a **Tourism Trade Performance Initiative**.

To be clear, this is not “tourism education” in the traditional sense. RHCC will not be teaching tourism theory or destination marketing. Rather, we will identify and engage business operators whose enterprises are tourism-facing and who, through strong operations, are effectively securing their share of the visitor dollar.

The initiative will create a structured platform for **peer-led, execution-focused education** that helps local businesses. The following are examples of these sessions:

- Increase capture of visitor spending and improve length-of-stay conversion strategies
- Strengthen cross-promotion between lodging, dining, retail, and experiences
- Develop pricing, packaging, and upsell strategies tailored to tourism traffic
- Improve profitability from existing visitation rather than relying solely on increased traffic

The purpose of this addendum is not to alter the financial terms of the agreement, but rather to clarify and expand the educational scope in a manner responsive to business community feedback and aligned with the City’s tourism and economic development objectives.

Our objective remains consistent: strengthen business execution across Chaves County so that more locally generated revenue – from tourism, regional trade, and everyday commerce – is captured, retained, and reinvested within our community.

Respectfully,

A handwritten signature in black ink, appearing to read 'John Erard', is written over a light blue horizontal line.

John Erard
President

**ADDENDUM NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ROSWELL
AND
ROSWELL HISPANO CHAMBER OF COMMERCE**

This Addendum No. 1 ("Addendum") is entered into by and between the City of Roswell ("City") and the Roswell Hispano Chamber of Commerce ("RHCC") and amends the Professional Services Agreement dated July 1, 2024 ("Agreement").

WHEREAS, the Agreement provides for RHCC to deliver structured business education and capacity-building services in support of local economic development; and

WHEREAS, RHCC has conducted multiple structured Business Growth & Operations education sessions pursuant to the Agreement; and

WHEREAS, feedback from participating businesses — particularly hotels, vendors, lodging operators, retailers, and other tourism-facing enterprises — has identified an opportunity to expand execution-focused education designed to strengthen operational performance and improve capture and retention of visitor-driven revenue within the local economy;

NOW, THEREFORE, the parties agree as follows:

1. Expansion of Educational Scope

Section 2(A) – Education Services of the Agreement is hereby expanded to include a Tourism Trade Performance Initiative.

This initiative shall remain educational in nature and is intended to strengthen the operational execution of tourism-facing businesses within Roswell and Chaves County. The initiative is designed to complement existing tourism and economic development efforts and will not provide destination marketing or promotional services.

Programming under this initiative may include structured workshops, facilitated sessions, and peer-led education designed to support improvements in:

- Operational readiness during peak visitation periods
- Pricing discipline and margin management
- Packaging and upsell strategies aligned with visitor demand
- Collaboration and referral coordination among tourism-facing businesses

- Customer capture and retention systems
- Improved profitability derived from existing visitor traffic

The intent of this initiative is to support local tourism-facing businesses in more effectively converting existing visitation into measurable local economic impact.

2. No Change to Compensation

This Addendum does not modify the compensation, payment schedule, funding structure, or total contract amount established in the original Agreement.

3. All Other Terms Remain in Effect

Except as expressly amended herein, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates set forth below.

CITY OF ROSWELL

By: Hess Yotema

Name: [Signature]

Title: City manager

Date: 3-24-26

Approved as to Form:

[Signature]

Christopher J. Nairn_Mahan, City Attorney

ROSWELL HISPANO CHAMBER OF COMMERCE

By: _____

John Erard

Title: _____

Date: _____

**Roswell Hispano Chamber of Commerce
Membership and Educational Initiatives
Funding Request FY 2026-2027**

FY 2026-2027 Estimated Expenses

EXPENSE	Small Business Support Programs		
EXPENSE	Business Growth & Operations System Initiative (9 Small-business training workshops)	\$ 4,860.00	
EXPENSE	Vendor to Member Initiative (6 Sessions)	<u>\$ 2,000.00</u>	\$ 6,860.00
	Business Engagement Programs		
EXPENSE	Lapsed Member Workshops (4)	\$ 2,000.00	
EXPENSE	Relationship Development	<u>\$ 1,000.00</u>	\$ 3,000.00
EXPENSE	Tourism & Visitor Economy Programs		
EXPENSE	Tourism Best Practices Workshops (4)	\$ 4,000.00	\$ 4,000.00
EXPENSE	Marketing & Communications		
EXPENSE	Contact Management	\$ 500.00	
EXPENSE	Printing	\$ 1,000.00	
EXPENSE	Graphic content	\$ 500.00	
EXPENSE	Social Media	<u>\$ 600.00</u>	\$ 2,600.00
EXPENSE	Other Expenses		
EXPENSE	Contingency	\$ 1,000.00	
EXPENSE	Membership Coordinator Wages (\$15 / Hr.)	\$ 7,800.00	
EXPENSE	Payroll Taxes	\$ 600.00	
EXPENSE	Supplies	<u>\$ 1,000.00</u>	\$ 10,400.00
	Total FY 2027 RHCC Funding Request		<u>\$ 26,860.00</u>



RHCC Program & Impact Overview

Projected Annual Community Impact

Businesses Served	Workshops	Visitors	Economic Impact
100+	23	5000+	\$125k-\$250k

FY2027 RHCC Community Program & Impact Overview

Our programs focus on helping local businesses grow, strengthening the visitor economy, and bringing visitors to Roswell.

This summary outlines the three program pillars through which RHCC supports local business and education activity in Roswell.

1. Small Business Growth

Goal: Help Roswell small businesses grow and increase revenue.

Program:

Business Growth & Operations System (BGOS)

Practical workshops helping Roswell small businesses improve operations, increase sales, and grow jobs.

Activity:

- 9 hands-on workshops annually
- Practical systems training for small businesses
- Marketing, operations, and procurement readiness

Expected Impact:

- 50+ businesses participating
- Improved operational capacity and competitiveness

2. Business Engagement

Goal: Build a strong local business network.

Programs

Lapsed Member Initiative

Quarterly outreach sessions designed to reconnect with former members and reintroduce RHCC programs that support local business growth.

Vendor-to-Member Initiative

Small-group sessions focused on helping participating vendors understand the benefits of chamber membership and encouraging long-term participation in the local business network.

Projected Activity

- ~100 businesses participating



RHCC Program & Impact Overview

- 4 lapsed-member reengagement sessions annually
- 6 vendor-to-member sessions
- Continued growth of chamber membership

Operational Structure

- Lean staffing: Part-time Membership Coordinator
- Minimal administrative overhead
- Accounting services provided on a pro bono basis

3. Visitor Economy Development

Goal: Bring visitors to Roswell and support local businesses through increased visitor activity.

Programs:

Tourism Best Practices Initiative

Peer-led sessions where experienced local operators share proven practices with fellow businesses to attract visitors, extend stays, and increase local spending. Local operators share proven visitor-engagement practices with other Roswell businesses.

Pilot Program – Lodging Partner Initiative

A pilot program incorporating approximately twelve of Roswell's primary hotels and motels to collaborate with local businesses on strategies that increase visitor stays, lodging occupancy, and spending across the community.

Projected Activity

- Peer-led sessions with Roswell business operators
- Participation from key lodging partners and local businesses

PiñataFest-Roswell Cultural Event & Visitor Platform

A signature cultural event and tourism website/platform designed to attract visitors to Roswell and showcase local businesses.

Pilot Program – Separate PiñataFest-Roswell Website

Operating under the NM True Brand and supported in part by the NM Tourism Department.

Projected Activity

- 1 major tourism event
- 100+ participating local vendors and businesses
- Showcase local culture, cuisine and history
- Estimated local Economic Activity: \$125,000 - \$250,000



Roswell Hispano Chamber of Commerce

practical support for local businesses

Mr. Christopher J. Narayan
Acting City Attorney
City of Roswell

Dear Mr. Narayan,

Attached for your consideration is a proposed addendum to our existing agreement with the City of Roswell. As you know, RHCC has conducted several structured Business Growth & Operations education sessions to date in fulfillment of our education commitment.

During those sessions, recurring feedback from participating businesses — particularly hotels, vendors, and other tourism-facing operators — highlighted the need for more targeted support in maximizing tourism-related revenue. In response, we are proposing to formally expand the educational scope under our existing agreement to include a **Tourism Trade Performance Initiative**.

To be clear, this is not “tourism education” in the traditional sense. RHCC will not be teaching tourism theory or destination marketing. Rather, we will identify and engage business operators whose enterprises are tourism-facing and who, through strong operations, are effectively securing their share of the visitor dollar.

The initiative will create a structured platform for **peer-led, execution-focused education** that helps local businesses. The following are examples of these sessions:

- Increase capture of visitor spending and improve length-of-stay conversion strategies
- Strengthen cross-promotion between lodging, dining, retail, and experiences
- Develop pricing, packaging, and upsell strategies tailored to tourism traffic
- Improve profitability from existing visitation rather than relying solely on increased traffic

The purpose of this addendum is not to alter the financial terms of the agreement, but rather to clarify and expand the educational scope in a manner responsive to business community feedback and aligned with the City’s tourism and economic development objectives.

Our objective remains consistent: strengthen business execution across Chaves County so that more locally generated revenue — from tourism, regional trade, and everyday commerce — is captured, retained, and reinvested within our community.

Respectfully,

A handwritten signature in black ink, appearing to read 'John Erard', is written over a light blue horizontal line.

John Erard
President



01.29.2026 Board of Directors Meeting

Monday, March 9, 2026

City of Roswell

Mayor and City Council

Roswell, New Mexico

Dear Mayor Jennings and Council Members,

On behalf of the Roswell Hispano Chamber of Commerce (RHCC), we thank the City of Roswell for its continued support of our work on behalf of local businesses. Your investment has allowed the chamber to **rebuild its operational foundation** and reposition the organization to deliver **practical programs that help businesses grow while strengthening Roswell's visitor economy**.

Over the past year, RHCC focused on **rebuilding key organizational systems** while launching initiatives designed to provide **measurable value to the local business community**.

A major priority was the development of the **Business Growth & Operations System (BGOS)**. BGOS is designed as a series of **practical workshops** that help local businesses improve client acquisition, operations, marketing, and procurement readiness. Although the original BGOS partnership with the Small Business Development Center encountered unexpected challenges and ultimately could not proceed as initially planned, the process allowed RHCC to **refine the concept and reposition the program into a more practical, peer-driven model** centered on real-world business experience.

Under this model, local operators share practical operational insights with fellow business owners in a structured, hands-on format. **Each BGOS session is limited to 12 businesses and provides hands-on operational training**. Each session results in **participating businesses developing a specific operational improvement plan that can be implemented immediately**.

In addition to program development, RHCC invested considerable effort in **strengthening the organization's governance and operational framework**. Over the past year, the board adopted **internal policies designed to ensure continuity, transparency, and responsible management** of the organization.

RHCC also implemented new operational infrastructure, most notably a **Customer Relationship Management (CRM) system**, providing a **structured and accountable way to manage relationships** with members, vendors, sponsors, and community partners while tracking outreach activity, membership engagement, and program participation.

We also made substantial progress in **strengthening our digital presence**. RHCC launched the **PiñataFest-Roswell website platform**, developed in partnership with the New Mexico



01.29.2026 Board of Directors Meeting

Tourism Department and funded through the **NM True brand**. The platform is designed to **attract visitors to Roswell while showcasing local vendors, culture, cuisine, and history**.

Through feedback and discussions during member meetings, many business owners emphasized **attracting more visitors to Roswell, extending their stays, and connecting tourism activity to local commerce**. The **tourism initiative now included in RHCC's program portfolio** grew directly out of these conversations and reflects a shared recognition that a **stronger visitor economy can generate additional revenue for local businesses**.

Because much of the work this year focused on **building these foundational systems and platforms**, RHCC did not expend the entirety of the funds provided by the City during the prior funding cycle. Rather than accelerating expenditures to exhaust the allocation, the chamber deliberately paced spending while **completing the structural work necessary to support long-term programming**.

At the same time, RHCC continued **engaging the local business community** through membership outreach, vendor engagement initiatives, and networking opportunities designed to strengthen connections among Roswell businesses. These conversations helped **shape the chamber's program priorities** and laid the groundwork for the **expanded program activity outlined in our FY2027 plan**.

Looking forward, RHCC's work will focus on **three primary program areas**:

- **Small business growth through practical operational workshops**
- **Business engagement and membership development**
- **Tourism initiatives designed to attract visitors and support local businesses**

These programs are described in the **Program Pillars Overview and FY2027 budget**.

Together, these efforts position the Roswell Hispano Chamber of Commerce to serve as a **practical partner in strengthening Roswell's business community and supporting sustainable economic growth for the city**.

Thank you for your continued support.

Respectfully,

A handwritten signature in black ink, appearing to read 'John Erard', is written in a cursive style.

John Erard
President

Dear Josh,

Attached for your consideration is a proposed addendum to our existing agreement with the City of Roswell. As you know, RHCC has conducted several structured Business Growth & Operations education sessions to date in fulfillment of our education commitment.

During those sessions, recurring feedback from participating businesses — particularly hotels, vendors, and other tourism-facing operators — highlighted a need for more targeted support in maximizing tourism-related revenue. In response, we are proposing to formally expand the education scope under our existing agreement to include a Tourism Trade Performance Initiative.

To be clear, this is not “tourism education” in the traditional sense. RHCC will not be teaching tourism theory or destination marketing. Rather, we will identify and engage business operators whose enterprises are tourism-facing and who, through strong operations, execution, pricing discipline, packaging strategies, and customer capture systems, are effectively securing their share of the visitor dollar. The initiative will create a structured platform for peer-led, execution-focused education that helps other local businesses:

- Increase capture of visitor spending
- Improve length-of-stay conversion strategies
- Strengthen cross-promotion between lodging, dining, retail, and experiences
- Improve operational readiness during peak visitation events
- Develop pricing, packaging, and upsell strategies tailored to tourism traffic
- Improve profitability from existing visitation rather than relying solely on increased traffic

The purpose of this addendum is not to alter the financial terms of the agreement, but rather to clarify and expand the educational scope in a manner directly responsive to business community feedback and aligned with the City’s tourism and economic development objectives.

Our objective remains consistent: strengthen business execution across Chaves County so that more locally generated revenue — from tourism, regional trade, and everyday commerce — is captured, retained, and reinvested within our community, benefiting both the business ecosystem and the City’s broader economic goals.

We welcome the opportunity to discuss this addendum at your convenience. Respectfully,

John Erard
President
Roswell Hispano Chamber of Commerce

Company name	Industry	Primary Contact	Email	Phone Number	Relationship Type
ADJ Lovelink Studios	Arts / Entertainment	David Bugarin	dcbugarin@yahoo.com	(806) 690-1340	Member
Agape Home Care, LLC	Health / Wellness	Rolando Mendoza	agapehomecare@msn.com	(575) 626-6759	Member
Alisara, Inc.	Professional Services	Alex Urquidez	alexurquides@gmail.com	(575) 622-9213	Member
Almas Restaurant	Food / Beverage	Alma	lospotrillos88210@gmail.com	(575) 748-8931	Member
Ambercare	Health / Wellness	Luz Meza	lmeza@edus.com	(575) 627-7883	Member
Ancients of Days	Shopping / Retail	Donald James	info@ancientsofdays.net	(716) 472-1793	Member
Anderson Bethany Funeral Hm	Professional Services	Jeremy Hurley	liz@andersonbethany.com	(575) 622-5888	Sponsor
Antigua Cocina Mexicana	Food / Beverage	Saul Aguilar	saualaguilar@me.com	(575) 637-4120	Member
Apple Blossom Flower Shop	Shopping / Retail	Carlos Carrillo	roswellappleblossom@gmail.com	(575) 623-9636	Member
Area 52	Attractions / Tourism	Patricia Loranca		(575) 840-9491	Member
AuralTec Hearing Centers	Health / Wellness	Wesley Miller	info@miracle-ear-nm.com	(575) 622-2887	Member
Aztec Imports LLC	Shopping / Retail	Travis Spencer	aztec_imports@yahoo.com	(575) 420-8888	Member
Brents Eyeglasses	Shopping / Retail	Brent Seilheimer	brentseyewear@gmail.com	(575) 444-6177	Member
Cheros Boots	Shopping / Retail	Cisco Gonzalez	cisco@cherosboots.com	(575) 626-7564	Member
Comfort Inn Suites	Hospitality / Lodging	Bob Gutman	bobgutman@yahoo.com	(575) 910-6013	Member
Cross Roads Express	Food / Beverage	Richard McCayn	richardmccayni@gmail.com	(325) 213-0282	Member
DMV Express	Shopping / Retail	Anthony Urquidez	mvd2017@yahoo.com	(575) 622-5213	Member
El Toro Bravo Restaurant & Bakery	Food / Beverage	Marcella	eltorobravo.06@gmail.com	(575) 622-9280	Member
Energy Resources - Excel	Business Services (B2B)	Leticia Kuykendal	letty.kuykendall@xcelenergy.com	(575) 706-5998	Sponsor
Farm Bureau Financial Services	Professional Services	Larry Marshal	larry.marshall@fbfs.com	(575) 623-1020	Member
Game Day	Attractions / Tourism	Tom Kummerle	tkummerle@gmail.com	(575) 624-0889	Member
Hanna Carlton Insurance	Professional Services	Hannah Carlton	hannah@hannahcartloninsurance.com	(575) 404-9456	Member
House of Aliens	Attractions / Tourism	David Dominguez	houseofaliensllc@gmail.com	(575) 626-7459	Member
J Cano Trucking	Business Services (B2B)	Joshua Cano	joshuacano010@gmail.com	(575) 291-9019	Member
Jackson Hewitt	Professional Services	Sheyanne Ibarra	beyondtaxesllc.sheyanne@outlook.com	(575) 755-8299	Member
Khamerican Donuts	Food / Beverage	Rottmony Rath	longkimbeang@gmail.com	(505) 464-9898	Member
Kim Ly Vasquez, LLC	Professional Services	Kim Ly Vasquez	k.lyvasquez@gmail.com	(575) 317-2682	Member
Kraft Law, LLP	Professional Services	Richard L. Kraft	rkraft@kraftlawfirm.org	(575) 625-2000	Member
Luxury Rides	Professional Services	Linda Ortiz	lindalittletree169@gmail.com	(575) 291-5835	Member
Magical Mexico Boutique	Shopping / Retail	Faviola Davalos	favy.gmz@gmail.com	(253) 259-1453	Member
Marshall Financial Services	Professional Services	Larry Marshall	larry.marshall@fbfs.com	(575) 734-5415	Member
Martins Capital Cafe	Food / Beverage	Martin Torrez		(575) 624-2111	Member
May, Taylor & Company	Professional Services	Richard Taylor	richard@maytaylorco.com	(575) 622-2330	Member
Mexico Boutique	Shopping / Retail	Faviola Davalos	favi.gmz@gmail.com	(253) 259-1453	Member
Michael J. McKee Insurance Agency Inc.	Professional Services	Michael McKee	michael@mjmckee.com	(575) 622-1668	Member
Moon Man Printing	Business Services (B2B)	Josh Martinez	orders@moonmanprinting.com	(505) 974-1125	Member
N&E Enterprises		Chris Arnold	chrisarnold089@gmail.com	(575) 297-7212	Member
New Mexico Gas Company	Business Services (B2B)	Customer Service	customerservice@nmgco.com	(888) 664-2726	Sponsor
Noalmark Broadcasting	Arts / Entertainment	Aaron Ferrister	aaron@noalmark.com	(575) 397-4969	Sponsor
Otero Federal Credit Union	Professional Services	Dana Bedwell	dbedwell@oteroofcu.org	(800) 367-9000	Sponsor
Paizon Entertainment	Arts / Entertainment	Andy Herrera	tshoerepair@gmail.com	(575) 840-8700	Member
Pampas Trailer	Food / Beverage	Carlos Marrujo	carlos.marrujo@roswell.enmu.edu	(575) 626-7881	Member
Parnall Law firm	Professional Services	Chris Czmyrid	chrisczmyrid@paralllaw.com	(505) 577-6450	Sponsor
Payroll Vault Tuttle	Professional Services	Betty Tuttle	betty.tuttle@payrollvaut.com	(575) 244-7141	Member
Peppers Grill & Bar	Food / Beverage	Adam Roe		(575) 626-5453	Member
Plateau Telecommunications	Professional Services	Hannah Cox	hannah@plateautel.com	(575) 755-1000	Member
Public Energy Resources	Shopping / Retail	Merlinda Aragon	merlinda.franco@yahoo.com	(575) 914-1173	Member
Quality Care, LLC	Health / Wellness	Nicholas Marrujo	nicholas@qualitycare1.com	(575) 755-8270	Member
Raviga Technologies, LLC	Business Services (B2B)	Alfredo Garcia	agarcia@ravigatechnologies.com	(575) 221-9297	Member
RISD		Brian Luck	bluck@risd.k.122.nm.us		Sponsor
RISD Apex Coach		Thomas Davis	(325) 213-0282	(575) 291-5584	Member
Roswell Appliance	Shopping / Retail	Travis Steel	roswellapplianceoutlet@gmail.com	(575) 363-9236	Member
Roswell's Bakery	Food / Beverage	Beto Ledesma	beto69ledezma@yahoo.com	(951) 534-9366	Member
Simon Anaya Printing	Business Services (B2B)	Simon Anaya	simon@anayaprints.com	(575) 244-0271	Member
Sophia Vanden Bout State Farm Ins.	Professional Services	Sophia Vanden Bout	sophia@myagentsophia.com	(575) 208-0137	Member
Sparklight	Business Services (B2B)	Gary Elliott	laura.mccann@sparklight.biz	(575) 623-2391	Sponsor
Sunvalley Energy Corporation	Business Services (B2B)	Phelps Anderson	phelpsanderson@dfn.com	(575) 625-9152	Sponsor
Super Meat Mart	Food / Beverage	Javier Ledezma	javierledezma21@rocketmail.com	(575) 910-0756	Member
The Hot Beverage	Food / Beverage	Luke Sanchez	luke@roswellmag.com	(305) 707-7927	Member
The Miscellaneous Office	Business Services (B2B)	Pliar Aldavaz	office@themiscoffice.com	(575) 910-9322	Member
Tiny Trends	Shopping / Retail	Victoria Jobe	tinytrendsclothingco@gmail.com	(575) 291-5575	Member
Tom's Towing	Professional Services	Armida Lujan	tomstowingserv@yahoo.com	(575) 623-7265	Member
WaFd Bank	Business Services (B2B)	Melissa Nayeres	melissa.nayeres@wafd.com	(575) 622-6201	Member
Wells Fargo	Business Services (B2B)	Suzu Santana	sam.miraglia@wellsfargo.com	(575) 291-2369	Sponsor

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Finance Committee

17.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider recommendation of approval of the MainStreet Roswell funding request of \$75,000 for Fiscal Year 2027. (Conyers)

BACKGROUND:

Initiated by TJ Conyers

The requested funding will support downtown revitalization efforts and initiatives aimed at enhancing economic development, historic preservation, and community engagement within the MainStreet district.

MainStreet Roswell focuses on strengthening the downtown corridor through business recruitment and retention, support for local entrepreneurs, and the promotion of existing businesses. Key initiatives include beautification and placemaking projects, organization of community events and festivals, marketing and promotion of downtown Roswell, and preservation of historic assets that contribute to the area's unique character.

Approval of this funding request will allow MainStreet Roswell to continue implementing strategic programs that drive foot traffic, support small business growth, and enhance the overall vitality and attractiveness of downtown Roswell as a destination for residents and visitors alike.

FINANCIAL CONSIDERATION

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

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

LEGAL REVIEW:

The agreement has no requested changes and will be renewed July 1, 2026

BOARD AND COMMITTEE ACTION:

None

STAFF RECOMMENDATION:

Approve the MainStreet Roswell funding request of \$75,000 for Fiscal Year 2027.

Attachments

FY27 MSR Funding Request
February 2026 Financial Statements
Statement of Financial Position
Statement of Activity



Revenue Source	Amount	Remarks	
City of Roswell	\$ 75,000.00	projected	14%
Chaves County	\$ 50,000.00	projected	10%
Grants	\$ 25,000.00		
UFO Festival Sponsor	\$ 102,000.00	actual	20%
Lodgers Tax - UFO Festival Advertisement	\$ 20,000.00	actual	4%
UFO Festival - income	\$ 40,000.00	projected	8%
MainStreet Events	\$ 2,000.00	projected	0%
Capital Outlay Funding	\$ 200,000.00	projected	39%
Friends of MainStreet Roswell	\$ 5,000.00	projected	1%
Total (est.) \$ 519,000.00			

Expenses	Amount	Remarks	
Internet	\$ 1,000.00	currently \$670	0.20%
Postage	\$ 1,300.00	est.	0.26%
Office Expense (supplies)	\$ 1,250.00		0.25%
Storage	\$ 840.00	Red Planet	0.17%
Computers, software, systems	\$ 4,000.00	Adobe, Quickbooks, Eventeneer	0.80%
Telephones, Telecom	\$ 1,200.00		0.24%
Payment Systems	\$ 800.00	Square Reader	0.16%
Insurance / Liability, D and O	\$ 4,304.00		0.86%
Taxes	\$ 800.00	GRT	0.16%
UFO Festival	\$ 122,000.00	includes advertising	24.44%
MainStreet Events	\$ 4,300.00		0.86%
Travel and Meetings	\$ 2,500.00		0.50%
Contract Services (Accounting, etc)	\$ 1,000.00		0.20%
Advertising (General)	\$ 4,000.00		0.80%
MSR Regranting Program	\$ 25,000.00		5.01%
Revitalization Program	\$ 200,000.00		40.06%
Bank Fees	\$ 100.00		0.02%
Salaries	\$ 100,000.00		20.03%
Payroll Taxes	\$ 5,800.00		1.16%
Employee Benefits	\$ 20,000.00	UI and Workman's Comp	4.01%
Bonuses			0.00%
Miscellaneous			0.00%
Total (est.) \$ 499,194.00			
Net Excess \$ 19,806.00			

Budget vs. Actuals_Budget_FY25_P&L_Report

January 1-December 31, 2025

DISTRIBUTION ACCOUNT	TOTAL			
	ACTUAL	BUDGET	MONEY REMAINING	PERCENT REMAINING
Income				
42000 Spring Fund Raiser	\$0.00	\$0.00	\$0.00	
42105 Spring Fund Raiser Donation	125.00	0.00	-125.00	
Total for 42000 Spring Fund Raiser	\$125.00	\$0.00	-\$125.00	
42101 Fundraising Events	\$0.00	\$0.00	\$0.00	
42102 Ticket Sales	815.00	0.00	-815.00	
42103 Fund raising proceeds	0.00	5,000.00	5,000.00	100.0 %
Total for 42101 Fundraising Events	\$815.00	\$5,000.00	\$4,185.00	83.7 %
43400 Direct Public Support	\$0.00	\$0.00	\$0.00	
43410 PSA with City	56,250.00	75,000.00	18,750.00	25.0 %
Total for 43400 Direct Public Support	\$56,250.00	\$75,000.00	\$18,750.00	25.0 %
45000 Investments	\$0.00	\$0.00	\$0.00	
45030 Interest-Savings, Short-term CD	55.60	100.00	44.40	44.4 %
Total for 45000 Investments	\$55.60	\$100.00	\$44.40	44.4 %
46500 UFO/Alien Fest	\$0.00	\$0.00	\$0.00	
46501 UFO Alien Fest Vendors	37,465.00	30,000.00	-7,465.00	-24.88 %
46502 UFO/Alien Fest Sponsorship	56,500.00	15,000.00	-41,500.00	-276.67 %
46503 UFO/Alien Fest Merchandise	8,176.01	0.00	-8,176.01	
46508 Lodgers Tax Reimbursement	20,000.00	20,000.00	0.00	0.0 %
46505 UFO/Alien Fest Donations	0.00	500.00	500.00	100.0 %
46512 UFO/Alienfest In Kind donation	0.00	200.00	200.00	100.0 %
56504 City of Roswell Reimb. Gen. Fun	0.00	50,000.00	50,000.00	100.0 %
Total for 46500 UFO/Alien Fest	\$122,141.01	\$115,700.00	-\$6,441.01	-5.57 %
46600 Holiday Events & Other Events	\$0.00	\$0.00	\$0.00	
46601 Holiday Lights Donations	1,000.00	15,000.00	14,000.00	93.33 %
46605 Holiday Events Sponsor	1,000.00	1,500.00	500.00	33.33 %
46604 Holiday Events Vendors	0.00	1,200.00	1,200.00	100.0 %
Total for 46600 Holiday Events & Other Events	\$2,000.00	\$17,700.00	\$15,700.00	88.7 %
47500 Farmers Market Income	\$2,891.00	\$0.00	-\$2,891.00	
47501 Farmers Market Income	-584.97	5,200.00	5,784.97	111.25 %
Total for 47500 Farmers Market Income	\$2,306.03	\$5,200.00	\$2,893.97	55.65 %
49000 Caps to Benches	350.00	0.00	-350.00	
46300 ChileCheese	\$0.00	\$0.00	\$0.00	
46301 Chile Cheese Vendor Fee	0.00	900.00	900.00	100.0 %
46302 Chile Cheese Sponsorship	0.00	2,000.00	2,000.00	100.0 %
Total for 46300 ChileCheese	\$0.00	\$2,900.00	\$2,900.00	100.0 %

Budget vs. Actuals_Budget_FY25_P&L_Report
January 1-December 31, 2025

DISTRIBUTION ACCOUNT	TOTAL			
	ACTUAL	BUDGET	MONEY REMAINING	PERCENT REMAINING
48000 Misc. Income	\$0.00	\$0.00	\$0.00	
48001 Donations	0.00	500.00	500.00	100.0 %
48002 RDR Ads	0.00	75.00	75.00	100.0 %
Total for 48000 Misc. Income	\$0.00	\$575.00	\$575.00	100.0 %
Total for Income	\$184,042.64	\$222,175.00	\$38,132.36	17.16 %
Cost of Goods Sold	0.00	0.00	0.00	
Gross Profit	\$184,042.64	\$222,175.00	\$38,132.36	17.16 %
Expenses				
10015 Petty Cash Events	0.00	0.00	0.00	
60900 Business Expenses	\$105.78	\$0.00	-\$105.78	
60920 Business License	126.00	0.00	-126.00	
Total for 60900 Business Expenses	\$231.78	\$0.00	-\$231.78	
62100 Contract Services	\$0.00	\$0.00	\$0.00	
62110 Accounting Fees	950.49	3,200.00	2,249.51	70.3 %
62120 Office Consulting	273.00	0.00	-273.00	
Total for 62100 Contract Services	\$1,223.49	\$3,200.00	\$1,976.51	61.77 %
65000 Operations	\$0.00	\$0.00	\$0.00	
65005 Advertising	500.00	0.00	-500.00	
65010 Books, Subscriptions, Reference	126.00	0.00	-126.00	
65017 Internet Expense	619.23	300.00	-319.23	-106.41 %
65020 Postage, Mailing Service	877.44	400.00	-477.44	-119.36 %
65030 Printing and Copying	75.07	0.00	-75.07	
65035 Office Expenses	413.65	2,000.00	1,586.35	79.32 %
65040 Supplies	422.29	600.00	177.71	29.62 %
65048 Storage	630.00	1,120.00	490.00	43.75 %
65049 Computers, software, systems	8,226.46	7,500.00	-726.46	-9.69 %
65050 Telephone, Telecommunications	702.87	2,000.00	1,297.13	64.86 %
65055 Web Hosting	378.98	700.00	321.02	45.86 %
65056 Donation	-500.00	0.00	500.00	
65045 Training	0.00	50.00	50.00	100.0 %
Total for 65000 Operations	\$12,471.99	\$14,670.00	\$2,198.01	14.98 %
65012 Fees for Square Reader	517.62	50.00	-467.62	-935.24 %
65060 UFO Festival/Alien Fest	\$0.00	\$0.00	\$0.00	
65061 UFO/Alien Advertising	5,410.38	2,000.00	-3,410.38	-170.52 %
65062 UFO/Alien Fest Entertainment	41,518.58	50,000.00	8,481.42	16.96 %
65064 UFO/Alien Fest Meals/Lodging	5,443.50	3,000.00	-2,443.50	-81.45 %
65065 UFO/Alien Fest Printing	1,446.56	0.00	-1,446.56	
65066 UFO/Alien Fest Supplies	1,528.52	5,000.00	3,471.48	69.43 %
65067 UFO/Alien Fest Security	18,089.34	18,000.00	-89.34	-0.5 %

Budget vs. Actuals_Budget_FY25_P&L_Report

January 1-December 31, 2025

DISTRIBUTION ACCOUNT	TOTAL			
	ACTUAL	BUDGET	MONEY REMAINING	PERCENT REMAINING
65068 UFO/Alien Fest Merchandise	6,177.70	9,000.00	2,822.30	31.36 %
65069 UFO/Alien Fest Contest Prizes	-499.98	2,400.00	2,899.98	120.83 %
Total for 65060 UFO Festival/Alien Fest	\$79,114.60	\$89,400.00	\$10,285.40	11.5 %
65080 Farmers Market	\$0.00	\$0.00	\$0.00	
65084 Farmers Market other expenses	35.00	50.00	15.00	30.0 %
65082 Farmers Market Rentals	0.00	500.00	500.00	100.0 %
65083 Farmers Market Supplies	0.00	500.00	500.00	100.0 %
Total for 65080 Farmers Market	\$35.00	\$1,050.00	\$1,015.00	96.67 %
65090 Other Events	\$0.00	\$0.00	\$0.00	
65091 Other Events Advertising	268.88	0.00	-268.88	
65094 Other Events Misc. expenses	0.00	0.00	0.00	
Total for 65090 Other Events	\$268.88	\$0.00	-\$268.88	
65100 Other Types of Expenses	\$0.00	\$0.00	\$0.00	
65120 Insurance - Liability, D and O	3,714.00	4,500.00	786.00	17.47 %
65180 Gross Receipts Tax	831.25	750.00	-81.25	-10.83 %
65160 Other Costs	0.00	100.00	100.00	100.0 %
Total for 65100 Other Types of Expenses	\$4,545.25	\$5,350.00	\$804.75	15.04 %
65101 UFO Stipends	3,600.00	0.00	-3,600.00	
65500 City Spon. Expense UFO/Alienfes	\$0.00	\$0.00	\$0.00	
65504 Meals and Lodging	940.44	500.00	-440.44	-88.09 %
Total for 65500 City Spon. Expense UFO/Alienfes	\$940.44	\$500.00	-\$440.44	-88.09 %
66000 Salary Expenses	\$0.00	\$0.00	\$0.00	
66010 Payroll Taxes	2,035.72	4,500.00	2,464.28	54.76 %
66050 Director's Salary	31,065.69	58,150.00	27,084.31	46.58 %
66015 Workmans Comp	0.00	20.00	20.00	100.0 %
66020 Unemployment Insurance	0.00	105.00	105.00	100.0 %
Total for 66000 Salary Expenses	\$33,101.41	\$62,775.00	\$29,673.59	47.27 %
66100 Holiday Events	\$0.00	\$0.00	\$0.00	
66104 Holiday Lights Advertising	215.79	300.00	84.21	28.07 %
66105 Holiday Event Vendor Dep. Reim.	10,250.10	0.00	-10,250.10	
Holiday Street Closures	1,006.00	1,500.00	494.00	32.93 %
66101 Holiday Lights Supplies	0.00	1,100.00	1,100.00	100.0 %
66102 Holiday Lights Inst. and Remova	0.00	22,000.00	22,000.00	100.0 %
66107 Holiday Entertainment Expensse	0.00	2,200.00	2,200.00	100.0 %
66108 Holiday Events Prizes	0.00	1,250.00	1,250.00	100.0 %
66109 PayPal Fees Holiday Events	0.00	75.00	75.00	100.0 %
66111 Security	0.00	600.00	600.00	100.0 %
Total for 66100 Holiday Events	\$11,471.89	\$29,025.00	\$17,553.11	60.48 %

Budget vs. Actuals_Budget_FY25_P&L_Report
January 1-December 31, 2025

DISTRIBUTION ACCOUNT	TOTAL			
	ACTUAL	BUDGET	MONEY REMAINING	PERCENT REMAINING
66125 Contests	\$0.00	\$0.00	\$0.00	
66126 Parade Contest Winners	216.71	250.00	33.29	13.32 %
Total for 66125 Contests	\$216.71	\$250.00	\$33.29	13.32 %
66200 Caps to Benches Expenses	\$0.00	\$0.00	\$0.00	
66201 Bench Purchase	-350.00	0.00	350.00	
Total for 66200 Caps to Benches Expenses	-\$350.00	\$0.00	\$350.00	
68300 Travel and Meetings	\$0.00	\$0.00	\$0.00	
68310 Conference, Convention, Meeting	116.47	100.00	-16.47	-16.47 %
68320 Travel and Meals	92.79	700.00	607.21	86.74 %
Total for 68300 Travel and Meetings	\$209.26	\$800.00	\$590.74	73.84 %
Payroll Expenses	\$0.00	\$0.00	\$0.00	
Taxes	2,825.30	1,000.00	-1,825.30	-182.53 %
Wages	9,441.68	10,000.00	558.32	5.58 %
Total for Payroll Expenses	\$12,266.98	\$11,000.00	-\$1,266.98	-11.52 %
65008 Bank Fees	0.00	1,200.00	1,200.00	100.0 %
65070 Chile Chesse Festival	\$0.00	\$0.00	\$0.00	
65072 Chile Cheese Entertainment	0.00	500.00	500.00	100.0 %
65073 Chile Cheese Rentals	0.00	350.00	350.00	100.0 %
65074 Chile Cheese Supplies	0.00	800.00	800.00	100.0 %
Total for 65070 Chile Chesse Festival	\$0.00	\$1,650.00	\$1,650.00	100.0 %
Uncategorized Expense	0.00	400.00	400.00	100.0 %
Total for Expenses	\$159,865.30	\$221,320.00	\$61,454.70	27.77 %
Net Operating Income	42,927.34	\$24,177.34	-\$23,322.34	-2727.76 %
Other Income	0.00	0.00	0.00	
Other Expenses	0.00	0.00	0.00	
Net Other Income	\$0.00	\$0.00	\$0.00	
Net Income	\$24,177.34	\$855.00	-\$23,322.34	-2727.76 %

42,927.34

Management Report

MainStreet Roswell

For the period ended February

Prepared by

Rosario (Rosy) Rubio

Prepared on

March 26, 2026

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Statement of Activity

February 2026

	Total
REVENUE	
43400 Direct Public Support	
43410 PSA with City	37,500.00
Total 43400 Direct Public Support	37,500.00
45000 Investments	
45030 Interest-Savings, Short-term CD	5.00
Total 45000 Investments	5.00
46600 Holiday Events & Other Events	250.00
48000 Misc. Income	665.48
51000 250th Birthday Celebration	
51001 Event Sponsorship	12,040.00
51003 Merchandise Sales	75.00
Total 51000 250th Birthday Celebration	12,115.00
Total Revenue	50,535.48
GROSS PROFIT	50,535.48
EXPENDITURES	
65000 Operations	
65017 Internet Expense	70.00
65035 Office Expenses	15.56
65040 Supplies	29.41
65048 Storage	70.00
65049 Computers, software, systems	14.06
65050 Telephone, Telecommunications	82.98
Total 65000 Operations	282.01
65012 Fees for Square Reader	38.71
65090 Other Events	
65091 Other Events Advertising	631.76
65093 Other Events Supplies	129.92
65094 Other Events Misc. expenses	5.00
Total 65090 Other Events	766.68
65100 Other Types of Expenses	
65120 Insurance - Liability, D and O	1,579.00
Total 65100 Other Types of Expenses	1,579.00
66000 Salary Expenses	
66050 Director's Salary	4,720.84
Total 66000 Salary Expenses	4,720.84
68300 Travel and Meetings	
68310 Conference, Convention, Meeting	360.33
68320 Travel and Meals	34.06
Total 68300 Travel and Meetings	394.39
95000 250th Birthday Celebration*	

	Total
95001 Advertising	8,512.49
95002 Merchandise	175.00
95003 Office Expenses	19.50
Total 95000 250th Birthday Celebration*	8,706.99
Payroll Expenses	
Taxes	376.72
Total Payroll Expenses	376.72
Unapplied Cash Bill Payment Expense	1,831.81
Total Expenditures	18,697.15
NET OPERATING REVENUE	31,838.33
NET REVENUE	\$31,838.33

Statement of Financial Position

As of February 28, 2026

	Total
ASSETS	
Current Assets	
Bank Accounts	
10000 MSR CHECKING 6665	33,067.48
10001 MSR Savings 4377	15,863.42
10007 Farmers Market 6783	17,359.90
10012 MainStreet Roswell Alienfest	40,151.89
10020 250th BD (8731) - 1	8,408.01
Total Bank Accounts	114,850.70
Other Current Assets	
10005 Petty Cash	100.00
10010 PayPal	354.70
QuickBooks Tax Holding Account	902.02
Total Other Current Assets	1,356.72
Total Current Assets	116,207.42
Fixed Assets	
15000 Furniture and Equipment	33,110.86
15500 Accumulated Depreciation	-33,110.86
Total Fixed Assets	0.00
TOTAL ASSETS	\$116,207.42
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	-2,619.04
Total Accounts Payable	-2,619.04
Other Current Liabilities	
24000 Payroll Liabilities	808.42
Federal Taxes (941/943/944)	2,386.32
NM Income Tax	1,322.04
NM Unemployment Tax	62.83
NM Worker's Compensation Fee	0.50
Total 24000 Payroll Liabilities	4,580.11
Total Other Current Liabilities	4,580.11
Total Current Liabilities	1,961.07
Long-Term Liabilities	
27200 Other Liabilities	321.78
Total Long-Term Liabilities	321.78
Total Liabilities	2,282.85
Equity	
30000 Opening Balance Equity	82,503.42

	Total
32000 Unrestricted Net Assets	4,300.62
Net Revenue	27,120.53
Total Equity	113,924.57
TOTAL LIABILITIES AND EQUITY	\$116,207.42

Statement of Activity YTD Comparison

February 2026

	TOTAL	
	Feb 1 - Feb 28 2026	Jan 1 - Feb 28 2026 (YTD)
Income		
10011 Bank Fee Refund	0.00	0.00
43400 Direct Public Support		
43410 PSA with City	37,500.00	37,500.00
Total for 43400 Direct Public Support	\$37,500.00	\$37,500.00
45000 Investments		
45030 Interest-Savings, Short-term CD	5.00	10.56
Total for 45000 Investments	\$5.00	\$10.56
46600 Holiday Events & Other Events	250.00	250.00
48000 Misc. Income	665.48	665.48
51000 250th Birthday Celebration		
51001 Event Sponsorship	12,040.00	17,040.00
51003 Merchandise Sales	75.00	75.00
Total for 51000 250th Birthday Celebration	\$12,115.00	\$17,115.00
250th		0.00
Total for Income	\$50,535.48	\$55,541.04
Cost of Goods Sold		
Gross Profit	\$50,535.48	\$55,541.04
Expenses		
65000 Operations		
65017 Internet Expense	70.00	140.00
65035 Office Expenses	15.56	78.97
65040 Supplies	29.41	29.41
65048 Storage	70.00	140.00
65049 Computers, software, systems	14.06	3,786.20
65050 Telephone, Telecommunications	82.98	166.09
Total for 65000 Operations	\$282.01	\$4,340.67
65012 Fees for Square Reader	38.71	49.54
65090 Other Events		
65091 Other Events Advertising	631.76	631.76
65093 Other Events Supplies	129.92	129.92
65094 Other Events Misc. expenses	5.00	5.00
Total for 65090 Other Events	\$766.68	\$766.68
65100 Other Types of Expenses		
65120 Insurance - Liability, D and O	1,579.00	1,579.00
Total for 65100 Other Types of	\$1,579.00	\$1,579.00

	TOTAL	
	Feb 1 - Feb 28 2026	Jan 1 - Feb 28 2026 (YTD)
Expenses		
66000 Salary Expenses		
66050 Director's Salary	4,720.84	9,441.68
Total for 66000 Salary Expenses	\$4,720.84	\$9,441.68
68300 Travel and Meetings		
68310 Conference, Convention, Meeting	360.33	399.22
68320 Travel and Meals	34.06	96.32
Total for 68300 Travel and Meetings	\$394.39	\$495.54
95000 250th Birthday Celebration*		
95001 Advertising	8,512.49	8,512.49
95002 Merchandise	175.00	175.00
95003 Office Expenses	19.50	19.50
Total for 95000 250th Birthday Celebration*	\$8,706.99	\$8,706.99
Payroll Expenses		
Taxes	376.72	755.99
Total for Payroll Expenses	\$376.72	\$755.99
Unapplied Cash Bill Payment Expense	1,831.81	1,831.81
65060 UFO Festival/Alien Fest		
65064 UFO/Alien Fest Meals/Lodging		100.28
65069 UFO/Alien Fest Contest Prizes		75.00
Total for 65060 UFO Festival/Alien Fest		\$175.28
65500 City Spon. Expense UFO/Alienfes		
65504 Meals and Lodging		18.56
Total for 65500 City Spon. Expense UFO/Alienfes		\$18.56
66100 Holiday Events		
66101 Holiday Lights Supplies		58.77
66107 Holiday Entertainment Expense		50.00
66108 Holiday Events Prizes		150.00
Total for 66100 Holiday Events		\$258.77
Total for Expenses	\$18,697.15	\$28,420.51
Net Operating Income	\$31,838.33	\$27,120.53
Other Income		
Other Expenses		
Net Other Income		
Net Income	\$31,838.33	\$27,120.53

Statement of Financial Position
Mainstreet Roswell
As of February 28, 2026

	Total
Assets	
Current Assets	
Bank Accounts	
10000 MSR CHECKING 6665	33,067.48
10001 MSR Savings 4377	15,863.42
10007 Farmers Market 6783	17,359.90
10012 MainStreet Roswell Alienfest	40,151.89
10020 250th BD (8731) - 1	8,408.01
Total for Bank Accounts	\$114,850.70
Other Current Assets	
10005 Petty Cash	100.00
10010 PayPal	354.70
12000 Undeposited Funds	0.00
QuickBooks Tax Holding Account	902.02
Total for Other Current Assets	\$1,356.72
Total for Current Assets	\$116,207.42
Fixed Assets	
15000 Furniture and Equipment	33,110.86
15500 Accumulated Depreciation	-33,110.86
Total for Fixed Assets	\$0.00
Total for Assets	\$116,207.42
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	-2,619.04
Total for Accounts Payable	-\$2,619.04
Other Current Liabilities	
24000 Payroll Liabilities	808.42
Federal Taxes (941/943/944)	2,386.32
NM Income Tax	1,322.04
NM Unemployment Tax	62.83
NM Worker's Compensation Fee	0.50
Total for 24000 Payroll Liabilities	\$4,580.11
28001 PPP Loan 2nd	0.00
90000 PPP Loan Forgiveness	0.00
Direct Deposit Payable	0.00
Total for Other Current Liabilities	\$4,580.11

Total for Current Liabilities	\$1,961.07
Long-term Liabilities	
27200 Other Liabilities	321.78
28000 PPP Loan	0.00
Total for Long-term Liabilities	\$321.78
Total for Liabilities	\$2,282.85
Equity	
30000 Opening Balance Equity	82,503.42
32000 Unrestricted Net Assets	4,300.62
Net Income	27,120.53
Total for Equity	\$113,924.57
Total for Liabilities and Equity	\$116,207.42

Cash Basis Friday, March 27, 2026 10:49 AM GMT-06:00

Statement of Activity
Mainstreet Roswell
July, 2025-February, 2026

	Total
Income	
10011 Bank Fee Refund	10.83
250th	0.00
43400 Direct Public Support	
43410 PSA with City	56,250.00
Total for 43400 Direct Public Support	\$56,250.00
45000 Investments	
45030 Interest-Savings, Short-term CD	52.88
Total for 45000 Investments	\$52.88
46300 ChileCheese	
46301 Chile Cheese Vendor Fee	1,850.00
46302 Chile Cheese Sponsorship	1,000.00
46304 Chile Cheese Donation	2,000.00
Total for 46300 ChileCheese	\$4,850.00
46500 UFO/Alien Fest	432.14
46501 UFO Alien Fest Vendors	505.00
46502 UFO/Alien Fest Sponsorship	3,500.00
46503 UFO/Alien Fest Merchandise	8,176.01
Total for 46500 UFO/Alien Fest	\$12,613.15
46600 Holiday Events & Other Events	250.00
46601 Holiday Lights Donations	23,270.00
46604 Holiday Events Vendors	585.00
46605 Holiday Events Sponsor	1,850.00
Total for 46600 Holiday Events & Other Events	\$25,955.00
47500 Farmers Market Income	4,143.00
47501 Farmers Market Income	-444.97
Total for 47500 Farmers Market Income	\$3,698.03
48000 Misc. Income	665.48
51000 250th Birthday Celebration	
51001 Event Sponsorship	17,040.00
51003 Merchandise Sales	75.00
Total for 51000 250th Birthday Celebration	\$17,115.00
Total for Income	\$121,210.37
Gross Profit	\$121,210.37
Expenses	
10015 Petty Cash Events	0.00
60900 Business Expenses	105.78
60920 Business License	126.00

Total for 60900 Business Expenses	\$231.78
65000 Operations	
65017 Internet Expense	560.00
65020 Postage, Mailing Service	349.44
65035 Office Expenses	931.13
65040 Supplies	55.78
65048 Storage	570.00
65049 Computers, software, systems	4,977.89
65050 Telephone, Telecommunications	679.18
Total for 65000 Operations	\$8,123.42
65008 Bank Fees	10.00
65012 Fees for Square Reader	423.61
65060 UFO Festival/Alien Fest	
65061 UFO/Alien Advertising	2,633.49
65062 UFO/Alien Fest Entertainment	26,453.06
65064 UFO/Alien Fest Meals/Lodging	5,543.78
65065 UFO/Alien Fest Printing	1,446.56
65066 UFO/Alien Fest Supplies	2,089.17
65067 UFO/Alien Fest Security	6,487.93
65068 UFO/Alien Fest Merchandise	206.25
65069 UFO/Alien Fest Contest Prizes	732.90
Total for 65060 UFO Festival/Alien Fest	\$45,593.14
65070 Chile Chesse Festival	
65072 Chile Cheese Entertainment	2,632.80
65076 Chile Cheese Prize Payout	15.00
65077 Chile Cheese other expenses	336.00
Total for 65070 Chile Chesse Festival	\$2,983.80
65080 Farmers Market	
65081 Farmers Market Advertisement	541.58
Total for 65080 Farmers Market	\$541.58
65090 Other Events	
65091 Other Events Advertising	1,225.45
65093 Other Events Supplies	129.92
65094 Other Events Misc. expenses	5.00
Total for 65090 Other Events	\$1,360.37
65100 Other Types of Expenses	
65120 Insurance - Liability, D and O	3,394.00
Total for 65100 Other Types of Expenses	\$3,394.00
65101 UFO Stipends	3,600.00
65500 City Spon. Expense UFO/Alienfes	
65504 Meals and Lodging	18.56
Total for 65500 City Spon. Expense UFO/Alienfes	\$18.56
66000 Salary Expenses	

66020 Unemployment Insurance	254.44
66050 Director's Salary	38,766.72
Total for 66000 Salary Expenses	\$39,021.16
66100 Holiday Events	602.45
66101 Holiday Lights Supplies	436.02
66102 Holiday Lights Inst. and Remova	9,285.73
66106 Movie Rental Holiday Events	541.36
66107 Holiday Entertainment Expense	1,050.00
66108 Holiday Events Prizes	150.00
66111 Security	493.71
Total for 66100 Holiday Events	\$12,559.27
66125 Contests	
66126 Parade Contest Winners	280.81
66127 Parade of Windows	108.00
Total for 66125 Contests	\$388.81
68300 Travel and Meetings	10.00
68310 Conference, Convention, Meeting	438.11
68320 Travel and Meals	508.32
Total for 68300 Travel and Meetings	\$956.43
95000 250th Birthday Celebration*	
95001 Advertising	8,512.49
95002 Merchandise	175.00
95003 Office Expenses	19.50
Total for 95000 250th Birthday Celebration*	\$8,706.99
Payroll Expenses	
Taxes	3,036.95
Total for Payroll Expenses	\$3,036.95
Unapplied Cash Bill Payment Expense	5,712.96
Total for Expenses	\$136,662.83
Net Operating Income	-\$15,452.46
Net Other Income	
Net Income	-\$15,452.46

Cash Basis Friday, March 27, 2026 10:50 AM GMT-06:00

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

18.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider the recommendation of a budget adjustment in the amount of \$303,033 to purchase vehicles needed for the Water Maintenance Construction Crew from the Water Enterprise cash reserve. (Valadez)

BACKGROUND:

Initiated By: Andrew Valadez

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

This purchase will include the following:

- QTY 2 2026 Chevy Silverado Crew Cab Pickups
- QTY 1 2026 International Dump Truck
- QTY 1 2026 Ford F250 Utility Bed Pickup

FINANCIAL CONSIDERATION:

Financial Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: Cash Reserves

Expenses: 53004354-817506 (Capital Outlay-Vehicles) -- \$303,033

LEGAL REVIEW:

Not applicable for this item

BOARD AND COMMITTEE ACTION:

Infrastructure Committee on 3/16/2026 voted (5-0) to recommend this purchase and budget adjustment to Finance Committee

STAFF RECOMMENDATION:

Consider recommendation of budget adjustment in the amount of \$303,033 to purchase vehicles needed for Water Maintenance Construction Crew from Water Enterprise Fund Cash balance to Capital Vehicles to April City Council.

Attachments

Crew Cab Pickup Quote
Dump Truck Quote
Utility Bed Pickup Quote

SINCE 1952



FLEET

February 9, 2026

City of Roswell – Water Department

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

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

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

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

Karen Sluga

Melloy Auto Group

Fleet/Government Sales

karen@melloyfleet.com

(505)866-3180

Please make PO to:

Melloy Chevrolet

377 Emilio Lopez Rd

Los Lunas, NM 87031

ROBERTS

TRUCK CENTER

Prepared By **John Lightner**

Mobile: (206)565-6553

Email: john.lightner@robertstruck.com

2026 INTERNATIONAL MV607 SBA 4X2

Comment:

Vehicle Details

Year	2026
Make	INTERNATIONAL
Model	MV607 SBA 4X2
Body Style	Dump
VIN	1HTEUML3TS216460
Color	WHITE
Wheelbase	152"
Exhaust	Horizontal
Odometer	747
Brake System	Drum
GVWR	19500
Rear Tires	22.5
Rear Wheels	All Steel

Sleeper

Cab Configuration	Daycab
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Engine

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

Transmission

Transmission	6 Spd
Transmission Model	2500 RDS

Axle Information

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

Suspension

Rear Suspension	Spring
-----------------	--------

Fuel Tank

Left Fuel Tank	70
Fuel Type	Diesel

Stock# 180595



\$129,950.00

DISCLAIMER: Photos, specifications, prices, and all other information are subject to change or correction without notice. Taxes, fees, and delivery expense are not included. See your salesperson for details.

Crew Cab. 4 Door Utility Bed.

SINCE 1952



FLEET

February 24, 2026

City of Roswell – Water Department

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

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

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

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

for 1 truck

*Available to order upon receipt of purchase order.

Karen Sluga

Melloy Auto Group

Melloy Ford

499 Emilio Lopez Rd

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

19.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

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

BACKGROUND:

Initiated By: Andrew Valadez

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

This purchase will include the following:

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

FINANCIAL CONSIDERATION:

Financial Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: Cash Reserves

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

LEGAL REVIEW:

Not applicable for this item

BOARD AND COMMITTEE ACTION:

Infrastructure Committee on 3/16/2026 voted (5-0) to recommend this purchase and budget adjustment to Finance Committee

STAFF RECOMMENDATION:

Consider recommendation of budget adjustment in the amount of \$714,316.51 to purchase equipment needed for Water Maintenance Construction Crew from Water Enterprise Fund Cash balance to Capital Equipment to April City Council.

Attachments

Loader Quote
Backhoe Quote
Pumps Quote



SALES AGREEMENT

DATE

Feb 26, 2026

QUOTE#

302857

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

PURCHASER		CITY OF ROSWELL	
STREET ADDRESS		PO BOX 1838	
S	CITY/STATE	COUNTY	CHAVES NM
O	POSTAL CODE	PHONE NO.	575 624 6700
L	EQUIPMENT		Danny De la Cerda
D	CUSTOMER CONTACT:		EMAIL d.delacerda@roswell-nm.gov
T	PRODUCT SUPPORT		Danny De la Cerda
O	PHONE NO.		575-420-3210
INDUSTRY CODE:		PRINCIPAL WORK CODE:	
Ownership Customer #	10528	Invoice Customer #	
Sales Tax Exemption # (if applicable)	CRS 01-405926-0	Customer PO Number	
Ship Via	Hobbs		
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)			
NET PAYMENT ON RECEIPT OF INVOICE ☒		NET ON DELIVERY ☐	
FINANCIAL SERVICES ☐		CSC ☐ LEASE ☐	
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	0.00
CONTRACT INTEREST RATE	0.00	NOTES:	
PAYMENT PERIOD		PAYMENT AMOUNT	0.00
NUMBER OF PAYMENTS	0	OPTIONAL BUY-OUT	
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR	MODEL: 920	YEAR: 2026	NEW ☒ USED ☐
STOCK NUMBER: NEW	SERIAL NUMBER: NEW	SMU: 0	
920 14A WHEEL LOADER	SECURITY SYSTEM, NONE	PLATE, LICENSE	
LIGHTS, ROADING, RH DIP, LED	PRODUCT LINK, CELLULAR PLE643	GUARD, REAR DOOR	
FAN, REVERSING	TIRES, 20.5-25, GY, SGL 12 PR	GUARD, REAR LIGHTS	
STANDARD WEATHER PACKAGE	FENDERS, STANDARD, 20.5 TIRES	PACK - BUCKET GROUP (WHL)	
ENGINE, C3.6, STAGE V	CTWT STANDARD, 2612 LBS	BUCKET-GP, 2.3 YD3, PO, BOCE	
POWERTRAIN, HI RIMPULL, 25MPH	HYDRAULIC OIL, STANDARD		
PIN ON, 3V/4V	INSTRUCTIONS, ANSI		
HYDRAULICS, 3V, STD LIFT	SERIALIZED TECHNICAL MEDIA KIT		
STEERING, STANDARD	ALARM, BACK-UP		
NO RIDE CONTROL	LIGHTS, STD, LED		
CAB, DELUXE, SINGLE BRAKE	BEACON, MAGNET, LED, AMBER		
CAMERA, REAR VIEW	STANDARD RADIO (12V)		
SEAT, DELUXE	GUARD, POWERTRAIN		
SEAT BELT, RETRACTABLE 2"	GUARD, DRIVE SHAFT		
AIR CONDITIONING, R134A REF	GUARD, CRANKCASE		
TRADE-IN EQUIPMENT		SELL PRICE	\$183,259.13
MODEL: _____	YEAR: _____ SN: _____	SUBTOTAL	\$183,259.13
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____	TOTAL	\$183,259.13
MODEL: _____	YEAR: _____ SN: _____	183,259.13 + 18,782.14 ----- 202,041.27	
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		
MODEL: _____	YEAR: _____ SN: _____		
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			
☒ CATERPILLAR EQUIPMENT WARRANTY & COVERAGE		☐ USED EQUIPMENT COVERAGE	
INITIAL _____		INITIAL _____	
The customer acknowledges that he has received a copy of the Wagner Equipment Co./Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.			
Warranty applicable including expiration date where necessary:			
12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 6 months)			
920-48 MO/3000 HR POWERTRAIN + HYDRAULICS			
☐ ALLIED WARRANTY & COVERAGE		SIGNATURE _____	
Preventative Maintenance:			
NOTES: List Price:\$228,235.70			
Sourcewell 24% Discount: ...\$173,459.13			
Pre Delivery Insp/Freight...\$6,900.00			
Warranty.....\$2,900.00			
Total.....\$183,259.13			

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

WAGNER EQUIPMENT CO.

PURCHASER

ORDER RECEIVED BY

Oliver, Timothy

DATE APPROVED AND ACCEPTED ON

REPRESENTATIVE

CITY OF ROSWELL

PURCHASER

BY

SIGNATURE

TITLE

* What we got now

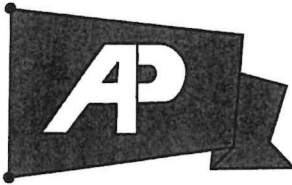
State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 20-00000-22-00066

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Item 1	Article and Description	Vendor (AA)	
	Loader, Backhoe		
	Make Offered:	John Deere	
	Model Offered:	310SL	
	Base Price Per Unit:	\$124,700.00	
	Bid as Options:		
A)	Additional technical manual (DVD, PDF or Flash Drive if available)	Add	\$525.00
B)	Additional parts book (DVD, PDF or Flash Drive if available)	Add	\$525.00
C)	Radio Ready Kit with Radio, Antennae and Speakers	Add	\$973.00
D)	Three Year, Three Thousand Hour Service Plan, Manufacturer Standard	Add	\$9,285.00
E)	Five Year, Five Thousand Hour Service Plan, Manufacturer Service Plan	Add	\$15,240.00
F)	Multi-Purple Loader Buck	Add	\$7,900.00
G)	"CTT" Type Loader Bucket Quick Attach Forks	Add	\$1,250.00
H)	Additional Valves and Can Control for Boom Mounted Hydraulic Breaker	Add	\$4,125.00
I)	Boom Mounted Hydraulic Hammer/Breaker with additional Valves and Cab Controls	Add	\$23,308.00
J)	Boom Mounted Thumb with additional Valves and Cab Controls	Add	\$10,750.00
K)	Quick Connect Couple and Bucket in lieu of Standard Pin Type	Add	\$1,538.00
L)	Cab Controls for Front Loader Hydraulics	Add	\$3,250.00
N)	Additional Twelve (12) inch Backhoe Bucket	Add	\$1,434.00
O)	Front Spare Wheel	Add	\$560.00
P)	Front Spare Tire (Mounted)	Add	\$550.00
Q)	Rear Spare Wheel	Add	\$1,490.00
R)	Rear Spare Tire (Mounted)	Add	\$1,250.00
S)	Solid Tires Front and Back	Add	\$21,500.00
U)	Snow Pusher	Add	\$14,500.00
Y)	Standard Dipper Stick in lieu of Extendable Dipper Stick	Deduct	(-\$4,900.00)
Z)	Standard Backhoe Controls in lieu of Pilot Controls	Deduct	(-\$1,375.00)
AA)	Two Wheel Drive in lieu of Four Wheel Drive	Deduct	(-\$5,353.25)
AB)	Backhoe Loader Tire: Other Not Specified: Michelin Radial Tires	Add	\$2,345.00
AC)	Backhoe Loader; Other Option Not Specified: HL Option	Add	\$3,325.00
AG)	Percentage Discount for Backhoe Loader Attachment or Options Not Specified	%	15%

124,700.00
 + 973.00
 + 9,285.00

 134,958.00



AmeriPumps

P.O. Box 85
Ferrum, VA 24088

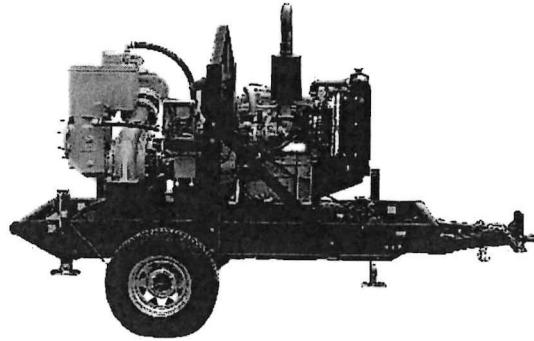
(540) 365-0620
www.ameripumps.com



2/24/2026

Danny De La Cerda
City of Roswell

Quote for a Sykes GP200



Sykes Pumps Feature:

Vacuum Pressure Seal

This allows the pump to run dry for extended periods of time and easy and inexpensive field replacement.

Backflush Valve

Operator can clear the suction strainer of debris with the press of a valve, all in a matter of

Univac Priming System

The Sykes Pump is able to sewer bypass, well point dewatering, and standard dewater all with the same pump. The vacuum system also allows the pump to prime and re-prime from a snore

Features of the GP200/GP150 include:

- Caterpillar 3.6 Engine T4F
- 90 Gallon Fuel Tank
- Highway Trailer Mounted or Drag Skid

		Quantity	Cost Each	Cost Total
8" GP200		2	\$ 56,800.00	\$ 113,600.00
Options (All fittings bauer unless specified camlock)				
	Suction/Discharge Flange Fittings			
LOFA	750 CAN Auto Control Box			
Estimated Transportation				

Total

Price is F.O.B. Hillsville, **\$ 113,600.00**

Quote is Valid for 30 days

Est Lead Time

1 to 2 weeks

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

20.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

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

BACKGROUND:

Initiated by: Naomi Steward

The Wastewater Collection Division is requesting replacement of the existing 2015 Vactor Unit 356, which is approximately 11 years old and has required increasing maintenance and repair costs over time.

This equipment is critical for maintaining the City's sewer collection system, including cleaning sewer lines, responding to blockages, and supporting overall system operations. Replacement of this unit will improve reliability, reduce maintenance costs, and ensure continued service delivery.

FINANCIAL CONSIDERATION:

Financial Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: Cash Reserves

Expenses: 53014355-817505 (Capital Outlay - Equipment)

LEGAL REVIEW:

Not required at this time.

BOARD AND COMMITTEE ACTION:

Infrastructure Committee on 3/16/2026 voted (5-0) to recommend this purchase and budget adjustment to the Finance Committee.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Quote Vehicle Equipment
VacCon 101221-VAC



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

DATE: 02/27/2026
QUOTE: 113904

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

**Solicitation Number: RFP #101221****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vac-Con, Inc., 969 Hall Park Road, Green Cove Springs, FL 32043 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

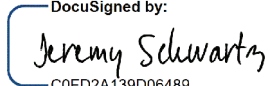
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

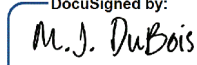
22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Vac-Con, Inc.

DocuSigned by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 11/23/2021 | 8:51 PM CST

DocuSigned by:

 By: C65CBA257A53411...
 M.J. DuBois, President, DuCo, LLC
 Title: Authorized Contract Administrator
 Date: 11/24/2021 | 5:31 AM PST

Approved:

DocuSigned by:

 By: 7E42B8F817A64CC...
 Chad Coauette
 Title: Executive Director/CEO
 Date: 11/24/2021 | 6:46 PM CST

RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name: DuCo, LLC
Address: 1079 Tamiami Trl N
#350
Nokomis, Florida 34275
Contact: MJ DUBOIS
Email: mjdubois@ducollc.com
Phone: 410-924-1004
Fax: 410-924-1004
HST#: 81-1963530

Submission Details

Created On: Thursday August 26, 2021 08:52:11
Submitted On: Friday October 01, 2021 11:10:04
Submitted By: MJ DUBOIS
Email: mjdubois@ducollc.com
Transaction #: 0b410897-713e-434f-9209-2bd4698d22a6
Submitter's IP Address: 24.145.112.96

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Vac-Con, Inc. EIN: 36-3846929	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Vector Technologies LTD	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Proposer Physical Address:	969 Hall Park Road Green Cove Springs, FL 32043	*
5	Proposer website address (or addresses):	www.vac-con.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	M.J. DuBois, Authorized Contract Administrator - See attached Authorization Letter DuCo, LLC 1079 Tamiami Trl #350 Nokomis, FL 34275 410-924-1004 mjdubois@ducolc.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	M.J. DuBois, Authorized Contract Administrator DuCo, LLC 1079 Tamiami Trl #350 Nokomis, FL 34275 410-924-1004 mjdubois@ducolc.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bryce Reiger, National Sales Manager Vac-Con, Inc. 969 Hall Park Road Green Cove Springs, FL 32043 904-610-6492 brycer@vac-con.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1986, Vac-Con®, Inc. has manufactured more than 9,000 custom-built, truck-mounted machines to serve public and private environmental markets globally. Located in Green Cove Springs, Florida, it is one of the largest producers of specialized vacuum solutions including sewer cleaning , hydro-excavation, and industrial vacuum equipment in North America. Vac-Con's goal, from day one, has been to design and actualize the most powerful and reliable machines in the industry, in turn allowing them to push the envelope year after year with unrivaled innovation. Vac-Con sells multiple product lines, including combination machines, jetting units, and hydro-excavators for a vast array of diverse applications. In 2012, Vac-Con, Inc. acquired Vector Technologies, LTD. Vector Technologies Ltd, located in Milwaukee Wisconsin, is a leading world designer and manufacturer of powerful trailer mounted hydro vacuum excavators, combination vacuum & sewer jetters, and sewer jetting units. For over forty years, Vector designs have set world standards for reliability and performance in a variety of industrial and specialized markets. Vector has provided solutions to organizations of all sizes for an endless number of diverse applications. The purchase of Vector allowed Vac-Con to offer a complete line of innovative, world leading designed sewer, hydro-excavation and vacuum products both truck and trailer mounted. Vac-Con believes in empowering the customer; their mission is to support, design, and manufacture innovative vacuum and high-pressure water cleaning solutions that deliver superior performance in municipal, industrial, and utility markets worldwide. In keeping with their customer-centric philosophy, Vac-Con®, Inc. delivers more than just a product; they provide unparalleled product support with their customer service, online training modules, and extensive network of authorized dealers. Vac-Con®, Inc. employs over 300 people at their Florida location, and 45 employees at their Milwaukee WI location and is 100% employee-owned, enabling a more focused work environment, on-site feedback, and around the clock innovation and testing. Vac-Con's Florida location is situated on 17 acres, it boasts a 160,000 square-foot, newly expanded facility where they manufacture over 30,000 unique parts that they use on our machines. This state-of-the-art facility is a result of Vac-Con® eagerness for continuous improvement and an employee-owner culture centered on advancement through involvement. Mission Statement "Our mission is to support, design, and manufacture innovative vacuum and high-pressure water cleaning solutions that deliver superior performance in municipal, industrial, and utility markets worldwide." Vision Statement "Our vision is to be the premier manufacturer of combination sewer cleaning, hydro-excavation, industrial vacuum, and high-pressure water jetting equipment. We are committed to providing innovative, high-quality products with unrivaled reliability, customer service, and support to dealers and end-users. Sustainable growth and employee-ownership value will be achieved by championing career-building talent and customer-centric initiatives. We will continue to make a positive impact in our local communities and on the environment."	*
10	What are your company's expectations in the event of an award?	As a current Sourcewell contract holder, Vac-Con hopes to continue to build on our past success with the contract and provide exceptional sewer cleaning and hydro-excavation equipment solutions to all prospective members. Vac-Con has developed a strong following with existing Sourcewell Members and Vac-Con expects to build on that momentum adding to your membership with the increased advancement and promotion of additional electronic marketing utilizing our premier partnership with Sourcewell. A newly awarded contract will allow Vac-Con to continue to provide Members with great products at a discounted price to Vac-Con's many existing municipal customers, grow our municipal base and open new opportunities in the educational and non-profit space.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See the provided attachments, Bank of the West reference letter, D & B credit rating report and Letter of Good Standing.	*
12	What is your US market share for the solutions that you are proposing?	Vac-Con operates in product categories that are sold primarily to the municipal government market segment and to a smaller degree, the commercial market segment. Vac-Con's market share is 29% as we are considered the most innovative, most efficient and have a diverse and comprehensive line of products within our market.	*
13	What is your Canadian market share for the solutions that you are proposing?	Vac-Con's Canadian Market Share is 8%. Vac-Con has signed a new dealer in Canada - Westvac Industrial. Westvac is a leading heavy equipment dealer in western Canada. We are looking forward to the 20+ years experience Westvac has to help grow our market share in British Columbia, Alberta, Saskatchewan, Manitoba and Northwest Territories. Vac-Con has an established dealer located in Quebec who has been active in that market for over 30 years with the Vac-Con product line.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Neither Vac-Con nor Vector has ever petitioned for bankruptcy protection.	*

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Vac-Con is a manufacturer of a diverse sewer, hydro-excavating, and industrial line of equipment. The complete line of equipment is sold, serviced and supported exclusively through Vac-Con's world-wide individually owned dealer network.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Florida Department of Highway Safety & Motor Vehicles - Manufacturers License MV/1000409/1 Florida Department of Highway Safety & Motor Vehicles - Dealer License VI/1007965/1 Wisconsin Motor Vehicle Dealer License MV2131
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Neither Vac-Con nor Vector has ever received a suspension or disbarment.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	First Coast Manufacturer's Association - 2018 Manufacturer of the Year, 2019 Manufacturer of the Year, 2019 President's Award Best of Clay County - 2019 Best Manufacturing Facility in Clay County Florida, 2020 Best Manufacturing Facility in Clay County Florida, 2021 Best Manufacturing Facility in Clay County Florida National Association of Trailer Manufacturers - Vector manufactured units are NATM certified. National Truck Equipment Association - Most Valuable Partner Award for 5+ years.
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 84% of Vac-Con and Vector sales for the last 5 years have been to the government sector. These customers typically consist of municipalities, townships, counties, and states.
20	What percentage of your sales are to the education sector in the past three years	Less than 3% of Vac-Con and Vector sales for the last five years have been to the education sector. Vac-Con has increased this number due to the previous Sourcewell Contract held. Vac-Con looks to, once again, increase this percentage with the next proposed contract award.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	HGAC Contract total sales for the last three years is \$4.1 million. Ohio STS Contract total sales for the last three years is \$1.8 million. Texas Buyboard Contract total sales for the last year held is \$400K (only held this year) Florida Sheriff's Contract total sales for the last year held is \$200K (only held this year)
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Vac-Con does not hold any GSA contracts or Standing Offers and Supply Arrangements.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Lodi 1331 South Ham Lane Lodi, California	Andrew Richle Utilities Superintendent See attached Testimonial	209-269-4927 arichle@lodi.gov
Delaware DOT P.O. Box 698 Dover, DE 19903	Lawrence Hardy See attached Testimonial	302-760-2505 lawrence.hardy@delaware.gov
Village of Tarrytown 4 Division St. Tarrytown, NY 10591	Louis Martirano Superintendent Of Public Works See attached Testimonial	914-862-1819 dpw@tearrytowngov.com

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Sacramento Area Sewer District	Government	California - CA	Sewer Utility Equipment	10 units	\$3,400,000.00	*
City of San Francisco	Government	California - CA	Water & Sewer Utility Equipment	6 units	\$2,800,000.00	*
Miami-Dade County	Government	Florida - FL	Water & Sewer Utility Equipment	7 units	\$2,900,000.00	*
City of Phoenix	Government	Arizona - AZ	Sewer Utility Equipment	11 units	\$2,600,000.00	*
City of Sacramento	Government	California - CA	Sewer Equipment	9 units	\$3,860,000.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Vac-Con customers are supported by internal teams fulfilling sales, parts and service needs, and distributes through a worldwide network of exclusive dealers. Vac-Con's internal teams function as support systems for our dealer network providing demonstrations, training, troubleshooting and order fulfillment. All Vac-Con sales, parts and service representatives are employee-owners of Vac-Con, Inc. Vac-Con's dealer network functions as the outward facing sales arm of the Vac-Con business. Their dealers are contractually exclusive Vac-Con distributors and are trained in the selling, servicing and maintenance of Vac-Con equipment. Each dealer is required to fulfill specific facility and department (service, sales, parts and marketing) requirements to ensure exceptional customer service. Vac-Con's internal sales team consists of: National Sales Manager, Sales Administrator Supervisor, Sales Administrative Support, Inside Sales Manager, Chassis Sales/Logistic Specialist, Marketing Manager, Multimedia/Graphics Marketing Specialist. Internal Sales Support: South Regional Sales Manager, Northeast Regional Sales Manager, Southwest Regional Sales Manager, West Regional Sales Manager, two product demonstrators and a Recycler Product Specialist	*
26	Dealer network or other distribution methods.	Vac-Con's dealer network functions as the outward facing sales arm of the Vac-Con business. Their dealers are contractually exclusive Vac-Con distributors and are trained in the selling, servicing and maintenance of Vac-Con equipment. Each dealer is required to fulfill specific facility and department (service, sales, parts and marketing) requirements to ensure exceptional customer service. See attached detailed Dealer Network Map and Dealer Location Chart	*
27	Service force.	Vac-Con and Vector maintain teams of trained service and parts departments at the headquarters in Green Cove Springs, Florida and Milwaukee, Wisconsin. Vac-Con and Vector combined employ 6 regional sales managers, 4 product specialists/demonstrators, and 7 service office staff to provide service support to North America. The Vac-Con and Vector direct service team is comprised of 7 service technicians, while the parts and shipping department employs 12 representatives to fulfill parts orders to all dealers. Vac-Con's dealer network provides coverage to all 50 states with 35 exclusive dealerships. Each dealership has a team of service representation and office support to facilitate and process service and parts to end-users. In addition to factory-provided support, Vac-Con dealers are required to maintain service and repair facilities. Dealer parts departments are expected to maintain an inventory of parts for timely fulfillment. Depending on the territory and dealer size, dealers employ between 2 to 15 associates for each department – sales, service, and parts. See the attached dealer listing with the amount of direct service techs at each location.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The Member or dealer will contact a DuCo team member (Contract Administrator) for initial information, contract questions and quotations. DuCo will provide the customer/dealer with a quotation meeting the Sourcewell Contract requirements, terms, and conditions. The member will issue a Purchase Order directly to Vac-Con. Vac-Con will build the customer equipment, will ship the order to the local dealer for pre-delivery inspection and test. The local dealer will then deliver the unit, train the Member personnel and Vac-Con will invoice the item/s to the Member. The dealer will receive the proceeds of the sale in their respective territory. This will encourage their contract participation. In the case where a dealer owns a stock unit that is to be sold to the member, MJ DuBois will provide the Member a letter authorizing the dealer to receive the Purchase Order directly. This will allow accuracy in the required sales reporting when a dealer receives a PO directly. MJ DuBois and her DuCo team will be the single source "quarterback" for the Sourcewell Contract sales and will also report the sales to Sourcewell as required.	*

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Any Sourcewell Member having need for customer service is encouraged to communicate directly with their local dealer. Vac-Con dealers are required to maintain an inventory of parts to quickly service customer needs. Vac-Con also requires dealers to have factory trained service staff to handle the customer's service needs. Vac-Con expects our dealer partners to address warranty, service, and parts issues immediately, ensuring a corrective response or action within 12 to 24 hours. Vac-Con service teams are available 24/7 to assist with troubleshooting and repair needs with a case closure goal of 5 days or less for those instances that require intervention from the factory.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	A critical part of the Vac-Con mission is to provide innovative vacuum and high-pressure water cleaning solutions that deliver superior performance in municipal markets. As a US manufacturer with the vast majority of Vac-Con sales are generated from municipal customers in the United States, Vac-Con is committed to providing products, service, and parts to this specific market segment. The exclusive dealer network will help them to facilitate the necessary steps and procedures to procure and fulfill orders and provide service and parts support in each of their designated territories.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Vac-Con is committed to designing, supporting, and manufacturing innovative and reliable products for their customers across the world. With two highly capable dealerships providing coverage to the customers of Canada, as well as Vac-Con's existing presence and relationships, Vac-Con is confident in producing sales and support for this market. Two dedicated regional sales managers employed by Vac-Con provide additional support for all sales, service, and parts functions in the Canadian territories, in addition to the company support provided by the inside sales office at Vac-Con.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Vac-Con does not expect difficulties in providing exceptional levels of sales and service in any geographic areas of the US or Canada.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Vac-Con expects to fully service all entity sectors that Sourcewell Members represent.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There will be no restrictions in sales, service and support to Hawaii, Alaska and in US Territories other than the expense and time allowance for shipping. All quotations will show the extra costs involved prior to a Member issuing a Purchase Order so there are no surprise fees after the sales.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Vac-Con will train all their internal and dealers' sales force with the assistance of the DuCo team, Contract Administrator, and make use of Sourcewell's available employees and extensive collection of vendor support materials. This will be accomplished both by group sales meetings and one-on-one virtual meetings. DuCo has been training dealerships and manufacturers in marketing and sales of Sourcewell Contracts for over 13 years with an abundance of success with many manufacturers. Vac-Con takes an aggressive approach to marketing Sourcewell. Vac-Con includes the Sourcewell Logos in their product brochures (see attached example) and on their website (see attached screen shot) that links to Vac-Con's Sourcewell Contract landing page. Vac-Con wants their customers to immediately know that they are a proud holder of this exclusive contract and that they can take advantage of this contract whether they are already a member or would like to become a member. Vac-Con will also include Sourcewell graphics banners at trade shows to further market their participation. To further ensure that Vac-Con is fully marketing the value of Sourcewell, they encourage Vac-Con salespeople and their dealer sales representatives to attend regional Sourcewell training sessions as well as utilize the assigned Vendor Support Manager to assist in answering questions for Members interested in learning more about the value of the Sourcewell procurement process.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Vac-Con has a comprehensive digital marketing strategy that engages and interacts with dealers, current customers, and potential customers. The goal of Vac-Con's digital marketing initiatives is to drive brand awareness and generate leads, as well as increase traffic to their website. Currently, Vac-Con markets through various social media platforms including Facebook, LinkedIn, and Instagram. Vac-Con's most comprehensive digital marketing strategy is their LinkedIn program. In addition to distributing relevant, engaging content on a consistent basis, they utilize a digital marketing agency to help them reach hundreds of decision makers at municipalities, counties, and government agencies each week. LinkedIn offers a professional setting where Vac-Con is able to directly communicate with decision-makers and promote their products in a helpful and tactful manner. Vac-Con utilizes a digital marketing agency to assist with a comprehensive SEO program. Their SEO program targets industry keywords to help drive traffic to their websites. Vac-Con's focus remains on their product categories and specific applications such as combination machines, hydro-vacs, sewer cleaning, and hydro-excavation. Vac-Con measures their success with the SEO program through annual website traffic increases and qualified leads generated through the website and web-based applications. Year-over-year, Vac-Con has exceeded their SEO goals and continue to evolve the program to increase our reach. Vac-Con actively distributes communications through an email marketing program. The Vac-Con email marketing program is managed by the internal marketing team and reaches over 2,000 dealers and customers. Communications are scheduled on a monthly basis, and consist of new product, program and company updates. Vac-Con measures the success of email marketing campaigns by open and click-through rates and qualified leads generated. Vac-Con continues to add new recipients in both dealer and end-user categories each month through various platforms including the website, social media, and in-person events.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	The Sourcewell marketing model has been an effective and impactful strategy for the Vac-Con business, and is proven by the growth of Sourcewell Contract Sales over the years. Vac-Con representation has made it a priority to collaborate with the Sourcewell employees that facilitate their existing contract. The priority of Vac-Con to ensure longevity and success is service-related, and the Sourcewell team understands this strategy. Vac-Con expects Sourcewell to continue with a presence at trade shows, Getting to Know You events, and Sourcewell University events. Sourcewell has stepped up to the plate in planning education and information Webinars when travel has not been available. Vac-Con is firmly committed to the Sourcewell contract buying concept and agree that it is the way of the future. Vac-Con has created a session at their National Dealer Meetings dedicated solely to Sourcewell sales education and training. These sessions include how to properly sell using the Sourcewell contract, question and answer periods, and testimonials from dealers who have had great success. Vac-Con has utilized the flexibility that Sourcewell contracts offer, and it has become common knowledge for most of the manufacturer' dealers to lead the buying process with this contract. Vac-Con has sent senior management representatives annually to the H2O Conference. Vac-Con has also agreed to subsidize the contract fees to make the Sourcewell contract even more attractive to their respective dealer sales forces. Vac-Con's Contract sales have grown over the years, and this is a testament of Sourcewell and Vac-Con's commitment to the same goal "to offer the best products, service and quantity discounts in support of our customers/members."
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The products represented in this response do not lend themselves to E-Procurement. All of the products are "made to order" and have an extreme amount of variables.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Vac-Con offers several training components, free of charge, to assist operators with a better understanding of their equipment for operations and maintenance. An online training portal hosted on the Vac-Con website provides a basic overview of truck models and their functions. Student comprehension is proven by quizzes at the end of each course. Once a student has successfully completed a course, Vac-Con distributes a certificate of completion. Customer service, parts, sales and marketing departments were involved in making the portal informative and thorough. This online training is complete with online videos that guide the course curriculum and user experience. In addition to online training, Vac-Con dealers are equipped to provide hands-on-training at the in-service of the unit and beyond. All new unit deliveries are made available with hands-on training. Additional training needs can be scheduled with the dealership.

40	Describe any technological advances that your proposed products or services offer.	Aeroboost with Quiet Drive – The Vac-Con Aeroboost 3-stage fan (patent pending) with Quiet Drive fan system is a one-of-a-kind upgrade hydrostatic and auxiliary drive system that operates the vacuum and water functions, lowers noise emissions, and substantially reduces overall fuel consumption without sacrificing power. The Aeroboost fan itself better balances airflow, resulting in less turbulence and more power. Titan – The Vac-Con Titan Combination Machine is a premium unit that boasts several impressive features and components offered only by Vac-Con. The Aeroboost Fan and Quiet Drive system enhance power by reducing airflow turbulence, noise emissions, and fuel consumption. An enhanced cyclonic separator optimizes efficiency and filtration, while the Omnibus Precision Power CANbus system enhances usability and efficiency. Omnibus Precision Power – The OPP system by Vac-Con is a CANbus system designed to enhance operator usability and efficiency. OPP gives the operator control over all vacuum, water, and engine functions at a centralized control panel where the operator spend the most time – at the front of the unit. This coordination of systems allows you to use as much power as is needed, saving time and fuel while delivering precise movements of the hydraulic components. ReelSmart Hose Control System: The ReelSmart technology brings hose reel automation to Vac-Con sewer cleaners with a computerized command controller, up to 30 jobs can be recorded and stored for future use. The pay-out footage, job locations and special instructions can be recalled and used for later use. ReelSmart handles all hose reel pay-out and roll in functions, automatically. This means less physical work for the operator and more efficiency and productivity at the job-site. The customer can record on a USB drive or maintain a daily log with its MS-Excel data dump. This new technology is available in English, Spanish and French.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Vac-Con manufacturing focuses on waste and environmental protection regulations in their day-to-day processes. Pursuant to the Department of Environmental Protection, Vac-Con is listed as a Low Quantity Waste Generator which is an ongoing key result area for the company. Vac-Con implements a full campus recycling program for cardboard and scrap metal. In addition, paint waste is minimized through a distillation process that allows the company to remain a Low Quantity Waste Generator. Vac-Con products themselves are designed to be a proponent of environmental protection and maintenance. Their machines ensure that proper sanitation and hygiene standards are met in communities across the world. The Titan combination machine class also boasts impressive reductions such as 44% fuel savings and 8% decrease in noise pollution as compared to other combination machines. The Vac-Con Recycler combination machine allows for a substantial savings in water usage, decreasing the use of freshwater by approximately 73% or more based on average unit operations.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	John Deere performance certification 1/19/2018 see attached John Deere performance certification 11/4/2016 see attached TigerFlex hose manufacturing Certification SAE J516 Standards	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Most of the local dealers that will be involved in this process are SBE, MBE, WMBE or Veteran owned businesses. The actual participation of each will be dictated by the customer's delivery area. That actual percentage of SBE, MBE, WMBE or Veteran owned business information will be provided to the customer upon request prior to the order being placed. Vac-Con is also utilizing a Small Woman Owned Business, DuCo, LLC, to administer any awarded Sourcewell Contract. Vac-Con is committed to hiring Veterans and Persons with disabilities in their hiring practices. Vac-Con has many veterans currently employed. Vac-Con partners with Veteran organizations as well as the Florida Department of Rehabilitative Services when recruiting for all positions.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	As a company, Vac-Con is 100% employee-owned through an ESOP facilitated by their parent company, Holden Industries, Inc. This unique characteristic of ownership allows for every employee to have a significant impact on daily operations, product development, and company value. Vac-Con employee/owners are driven to provide the best solutions in the industry as their reputation and ownership relies on it, unlike competitors that are publicly traded or privately owned. Aeroboost – The Aeroboost 3-Stage Fan (patent pending) and Quiet Drive system is the most unique and impressive fan system on the market. Vac-Con has always been a champion of fan systems and is renowned in the industry for their ability to design and manufacture the most powerful and effective fans available. The Aeroboost is their most engineered fan that boasts 44% fuel savings, 43% decrease in vacuum system operating RPM, 25% increase in airflow, 16-30% more horsepower, 8% decrease in noise pollution, and 5% increase in overall vacuum pressure. Titan – the Titan combination machine is the new standard in combination units and boasts impressive, Vac-Con exclusive components such as the Aeroboost fan and quiet drive system, upgraded filtration, and the Omnibus Precision Power control system. Comprehensive Portfolio – A unique feature that sets Vac-Con apart is that they offer a comprehensive portfolio in combination, hydro-excavation, and jetting machines. Their units are available as skid, trailer, and truck-mounted configurations with various optional components to build these systems out to fit any customer application. Vac-Con is considered to be a custom-manufacturer, allowing each unit to be configured to meet the customer's needs best. Dual Engine – Vac-Con is the only manufacturer to offer a dual engine combination machine. The dual engine machine makes cleaning sewers a simplified process, while offering reliability and safety. The 2-engine design provides independent control of the vacuum and water systems. This efficient design allows the chassis engine to drive the 3-stage fan or positive displacement blower vacuum system, saving fuel and general wear and tear in the long run.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Each new Vac-Con unit is backed by a factory warranty for defects and workmanship for one year. Longer factory warranty periods are in place for fans, auxiliary engine water pump drive components, debris tank, and water tanks. These warranties cover all products, parts and labor for maternal defect and workmanship. Extended multiple year warranties are available to purchase at a "pass through" price for these OEM components when the original purchase of the machine is made.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage restrictions imposed by Vac-Con. The warranties are based on time from acceptance by the customer and not hours of use of components.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The warranty coverage will be reviewed on a case by case basis with the customer's local dealer. Travel time and mileage may be considered to be covered under warranty under extreme circumstances. Typically the customer would take their unit in to the local dealer to perform warranty repairs.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic locations that can not be served. The exclusive Vac-Con dealerships and vendor facilities will assist with maintenance and service required of all Vac-Con units within their sales territories. Vac-Con is capable of providing technical support and parts to customers directly if their dealer is beyond their "reach". This type of warranty support must be factory authorized prior to work on the unit. The customer would simply call a Vac-Con Warranty Specialist, communicate the issue of concern and receive a written Statement of Warranty Work, return any defective parts required to be returned and can be issued a labor credit at the current dealer warranty labor rate that they may use to purchase replacement parts in the future.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Purchased components will be covered by the warranty applicable by the Original Equipment Manufacturer of that component. Vac-Con will assist with coordinating with these entities to service a unit, but the following items would be eligible for their own OEM warranty: Auxiliary engines, water pumps, positive displacement blowers, chassis components and engines. Vac-Con's OEM partners have dealer representatives throughout the United States and Canada. Examples of these OEM's are: John Deere, Kubota, Freightliner etc.	*
50	What are your proposed exchange and return programs and policies?	Because each unit is built to order, there is no set exchange or return policy.	*
51	Describe any service contract options for the items included in your proposal.	Customers that outsource their warranty, service or repair work on their equipment may contact the local servicing dealer. Each dealer is independently owned and employs dedicated parts and service personnel. Vac-Con's dealers have been specifically chosen to represent their products based on their sustained financial stability, ability to provide superior product support both before and after the sale. It is important to Vac-Con that all of their dealers have developed a strong trust and commitment with their local customers. All Vac-Con dealers have their own in-house maintenance facilities along with road-side mobile service repair. Each local dealer will have the capability to provide service contracts and do so regularly. These service contracts are dictated by case by case customer relationships. Vac-Con does not offer service contract options directly to their end users. Vac-Con offers extended warranties and offers pass-through extended warranties on chassis.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
52	Describe any performance standards or guarantees that apply to your services	Vac-Con guarantees all product warranties ensuring component workmanship and durability. These warranties can be found in the warranties section of the units manual. All Vac-Con units undergo a thorough factory inspection, and unit burn-in prior to delivery to the dealer and end-user. This process ensures accurate operations of each component and system as specified by the order build sheet. All Vac-Con units are built with the best products available including outsourced components that are sourced through a selective purchasing process by expert purchasing, engineering, and production teams. Each Vac-Con unit is guaranteed to meet customer specified requirements regarding vacuum capabilities, water systems, capacity, weight, and dimensions. Vac-Con provides 24-hour technical service support through their factory service team. All Vac-Con units are guaranteed support by both local Vac-Con representation and the factory service team. Service inquiries will receive a response within 12 to 24 hours of first contact either by local representation (dealer) or a Vac-Con representative. In-stock parts are guaranteed to ship within 48 hours of order submittal.
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	One-Touch Customer Support backs Every Vac-Con® Vac-Con®'s part tracking software ensures that they have in inventory all the parts customers and dealers need when they need them. Vac-Con has a dedicated service facility for all warranty work, local repairs, and refurbishing work. One-Touch Customer Support gives you: 26,000 square foot service department, Training center with expert instructors, 24/7 real person support help line, Over \$5 million in parts inventory, and 24-hour parts shipment turnaround. Vac-Con's customers can expect to receive either dealer or in house service contact within 24 hours of notice. Vac-Con has a commitment to service with quality after the initial sale and including any followup sales. Vac-Con's repeat customers speak to their service/performance standards as 85% of their sales are repeat customers.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Payment terms are net 30 days unless otherwise arranged prior to purchase on a case-by case basis.
55	Describe any leasing or financing options available for use by educational or governmental entities.	Vac-Con does utilize municipal and non-profit leasing through third party vendors if there is Member interest. Vac-Con does not quote rates or terms for leasing, however it should be known to Members that we have this service available to them. Vac-Con will work with other Sourcewell Awarded Vendors, such as NCL, or any leasing agency of the Member's choice.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Vac-Con will use a standard quote document to price each item for Sourcewell Members. Example attached.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Vac-Con will not accept the P-card for payment. The typical transaction size does not lend itself to this process. Some Vac-Con dealers will allow parts, service, and dealer inventory to be paid for by P-Cards. Each individual dealer will be receiving payments directly for these items, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some dealers have limitations on the amount that can be processed.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Vac-Con's offer is a percentage discount from the manufacturer list price to Sourcewell Members on all of the items being proposed in this offer. Vac-Con's discount will be based on a percentage off of the base model unit. Vac-Con mounts most of their units on commercial truck chassis (except for the trailer mounted units). In order to provide the customer with convenience and the best pricing available, Vac-Con will provide the truck chassis with no profit associated or at a pass-through price to the Member. This gives the Member the ability to utilize quantity discounts that are offered by the chassis manufacturers to Vac-Con. Vac-Con purchases "pool truck chassis" at substantial quantity discounts. Vac-Con will also allow the customer to supply their own chassis in which to mount the body.

59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Vac-Con is offering a 10% discount off base units within the following categories: Dual Engine Combination Sewer Cleaners, Single Engine Combination Sewer Cleaners, Dual Titan Sewer Cleaners, Single Titan Sewer Cleaners, XCavator hydro-excavating models, MXT hydro-excavating models, Hydrovac hydro-excavating models, and all refurbishment prices. Vac-Con is offering a 5% discount off base unit for the following models: HotShot sewer jetters, 3 yd sewer combo units, Vac Pumper models, VecJet jetters, Neptune sewer combo unit, Mudslinger hydro-excavation units and VecLoader industrial vacuum trailers. Vac-Con is offering an 5% accessory part discount. To qualify for this discount: 1) The Member is only buying Accessories parts and not an entire unit, 2) The Member Purchase Order must be in excess of \$15,000.00. All Member Purchase Orders that qualify, must have their SW Member Number Clearly stated on the Purchase Order.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	Vac-Con's will offer additional discounts for volume purchases. There will be an additional 3% discount off of the base unit discounted price for a single purchase order for 4 or more units. Vac-Con does not offer any rebate programs at this time.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	It is Vac-Con's intention to cover all items available on our commercial price lists. Vac-Con does realize from time to time there may be individual requirements that will not be listed. Vac-Con will provide any items "specific" to Sourcewell Members needs that we are able to. The pricing for such items will be priced at 20% above cost. Prior to accepting an order with Open Market or Sourced Goods from a Sourcewell Member, Vac-Con will discuss the availability of specific requests and price the item. Any documentation of cost that we can provide for these items will be presented on an individual basis.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are several costs not included in the pricing submitted in this proposal. These costs are listed below: Freight and Delivery: Freight costs will be pre-paid and added to the Members Quote and Invoice. Small items will be, in most cases, delivered by UPS. Other freight carriers may be utilized in shipments, i.e. Federal Express, DHL and common carrier for truck freight. The actual cost of shipment will be passed through to the customer. Vac-Con will not mark up this item for profit. Minimal handling fees may be added where special packaging is required. The Member will be notified of these charges if applicable prior to order placement. Federal Excise Tax: Vac-Con is required by law to collect Federal Excise Tax on any truck mounted unit rated above 33,000 GVW. This tax will be added to the customer invoice as a separate line item. Vac-Con will pay this tax directly to the Internal Revenue Service. The rate of tax is calculated at 12%. Most municipal and non-profit entities are exempt from this tax. If an exemption certificate is provided, Vac-Con will not be required to collect this tax. Mounting Fee: Mounting fees cover the cost of the mounting of the body on the desired truck chassis or trailer. Federally Mandated Items: The cost of any federally mandated items will be passed on to the Member. The current pricing includes any federally mandated items that are mandated at the time of this proposal. Should there be a Federal Mandate after the date of this proposal, any cost incurred to meet the requirements of this mandate will be passed on to the member. Any costs applicable will be provided to the Member prior to any Purchase Order being issued. This fee would typically be charged to meet any future EPA standards that may arise. An example of such costs would be in meeting Federal Emission Standards. Local Dealer Pre-Delivery Inspection, On Site Training, and Local Delivery Fees: These costs are charged by local dealers to inspect, test, in service the unit, local extended delivery and follow up training. These costs are a pass through cost to the member from the local dealer.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All freight charges are pre-paid and added to the Member quotation for convenience. Members always have the choice of picking up the units at the factory or retain a 3rd party of their choice to deliver the equipment. The freight charges Vac-Con charges are at a pass-through price. Vac-Con has negotiated quantity-discounted shipping rates and will pass those discounts on to the Members. Most offered items are custom built to customer specification. Anticipated delivery of items ordered on a stock chassis or customer supplied chassis is expected to be 45-90 days after receipt of order or customer chassis. Anticipated delivery of an item ordered on a "special order" chassis is expected to be 120-180 days after receipt of order; however, this time can vary greatly depending upon chassis manufacturer back log. Delivery of truck mounted units will be pre-paid and added to Member Quotation and Invoice. Both "Drive-A-Way" service and common carrier service will be used. The actual cost of the service will be passed through to the customer.	*

64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The shipping and delivery charges for Canada, Alaska and Hawaii and any other off shore location are the same as the previously stated delivery programs for the contiguous US. The shipping charges to the port location will be calculated in the same manner. If the customer wishes Vac-Con to deliver via ocean transport, they will pass on the negotiated shipping rates that they will pay to the ocean transport carrier to the Member. It has been Vac-Con's experience that the customers in these locations usually have their own negotiated rates with shipping carriers. If this is the case, Vac-Con will provide the customer shipping to their desired port and provide the customer with the appropriate documentation required. Vac-Con strives to provide the equipment as customer specified and to their satisfaction upon delivery.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As stated above, Vac-Con does pass on negotiated, competitively bid freight pricing to their customers. Most of Vac-Con's Dealers do have units in stock and Member's can purchase those units to enhance delivery times and in some cases better prices for any previous year's inventory.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Vac-Con fully recognizes the value of the national Soucewell Contract and a such gives the best discounts available to Sourcewell Members

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Due to the unique nature of our proposed contract representation, Vac-Con builds in an automatic audit process. DuCo, LLC, being the proposed Contract Administrator and single source for Sourcewell quotations, allows for this self-audit process. Vac-Con will not have to rely on multiple reports from individual dealerships for an accurate accounting of sales. DuCo will have the ability to account for every sale at time of order. There is no after-the-fact gathering of information. DuCo prepares the quotation for the Member under the Contract guidelines. Every Sourcewell Member quotation delineates the Sourcewell Contract Number. When a Purchase Order is received, Vac-Con will require the Purchase Order to reference the contract number. This process makes it clear for all personnel to recognize that it is a Sourcewell contract sale. The order, when received, is booked and accounted for on the Sourcewell sales spreadsheet. This makes the end of quarter reporting complete at the actual end of quarter. As a secondary check, when Vac-Con receives a payment for a unit, Vac-Con will verify the contract used in its purchase. This ensures the correct accounting for the sale on a second level.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Vac-Con sales are maintained in a comprehensive CRM (Salesforce) program that allows for the sales and marketing teams to determine how many units are sold through the Sourcewell contract and additional metrics regarding these sales. The Vac-Con sales team will track and report on quarterly sales through the contract to both internal and external sales teams to evaluate performance of both dealers and regional sales representatives. Vac-Con actively promotes the use of the Sourcewell Contract, and awards dealers on an annual basis for their activity with the contract. Vac-Con values the ability to service the Sourcewell Members with their products. In order for them to ensure they are providing a product that Sourcewell Members want, Vac-Con evaluates these sales, quarterly and annually, to ensure growth. Vac-Con will respond accordingly to specific regional performance through dealer training as well as participation in Sourcewell training classes. Vac-Con expects to increase sales each year. Vac-Con operates with an annual marketing plan to ensure that they maximize their outreach to potential customers, including Sourcewell Members in order to achieve their goal.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Vac-Con proposes an administrative fee of 1%. The fee will be calculated on the Member price less Chassis cost, sales tax (if applicable), and dealer prep/delivery fees.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Vac-Con Combination Jet/Vac Machines Dual and single engine combination machines with a range of offerings including 2 and 3-stage centrifugal compressors (fans) or various positive displacement blowers for vacuuming. Water jet systems ranging from 15 gallons per minute to 120 gallons per minute with pressures ranging from 1500PSI to 4000 PSI. These units are available in a range of sizes with debris tanks from 3 cu/yd to 16 cu/yd and water tanks from 200 gallons to 1500 gallons. Vac-Con has many optional features offered which are patented. Recycler combination machine – This combination machine is up-fitted with a recycler component. The recycler allows for debris tank water to be used in lieu of fresh water, greatly reducing overall water usage. This feature conserves water as a “Green Initiative” primarily and allows users to continue to work in areas where water access is limited or not available. The Vac-Con Recycler machines can function as standard combination machines in addition to utilizing the recycler features. Titan Class combination machines – the Titan combination machines feature the Aeroboost 3-stage fan (PATENTED) and offer users an incredible amount of efficiency. The dual engine Titan configuration results in a 44% fuel savings, 43% decrease in vacuum system operating RPM, 25% increase in airflow, 16-30% more horsepower, 8% decrease in noise pollution, and 5% increase in overall vacuum pressure (lift). These statistics result in a machine that offers high performance while being very environmentally friendly in regard to noise and carbon footprint. Neptune Trailer-Mounted Unit – the Neptune is a combination jet/vac machine that is either trailer or skid mounted. It is offered with either a 535 or 845 gallon debris tank and 225 or 325 gallons of water tank capacity. This unit is a portable and powerful option in a smaller footprint ideal for schools, colleges and small local governments. Vac-Con Jet ONLY Machines VJ375 – a single axle trailer-mounted unit with 375 gallons of water VJ750 – a tandem axle trailer-mounted unit with 750 gallons of water VJT1500 – a truck-mounted, enclosed jetter unit with 1,500 gallons of water Hot Shot – The Hotshot is a truck chassis mounted machine that offers up to 2,500 gallons of water capacity and is ideal for large sewer and pipeline jetting and cleaning. Vac-Con Hydro-Excavation Machines Mudslinger MS – a trailer or skid-mounted hydro-excavation unit available in 535 or 845 gallon debris tank and 225 or 325 gallon water capacity. The Mudslinger MS is built to function as a standalone unit or as a complement to additional excavation equipment. Mudslinger MST – The MST is available on an F650 (26,000lb) or larger chassis and is offered in 535 or 845 gallon debris tank and 225 or 325 gallon water capacity. The MST offers the Mudslinger trailer unit on a convenient small footprint chassis configuration. Mudslinger MXT – The MXT is a simple, chassis-mounted unit that offers the powerful Vac-Con system in an easy-to-use configuration. Mudslinger CXT – The CXT is a chassis-mounted hydro-excavation machine available from 3 to 16 yard debris tank and 800 to 1,300 gallons of water. This is the legacy Vac-Con hydro-excavation machine. Mudslinger EXT – The EXT is offered in a 12 yard debris tank and 1,500 gallons of water. This unit features an enclosed operator station, and insulated water system and components. The EXT is designed for harsh weather and below freezing environment excavation. Vector Industrial Vacuum units Industrial vacuum units – high vacuum, high volume industrial material conveyors offering a wide variety of products suited for heavy duty industrial cleaning and recovery applications. Noted for their simple rugged durability, Vector machines can be found around the world on the job in shipyards, mines, mills, manufacturing plants, oil fields, gas well sites, refineries, rail yards, general construction sites, infrastructure remediation sites, hazardous material recovery and demolition operations, commercial roofing, abrasives and coatings industries, and others. Available in trailer mounted units and skid mounted units. Vacuum Pumper units Truck mounted vacuum units available from 1500 gallon tank capacity to 5000 gallon tank capacity for pumping large quantities of liquid waste. These trucks can be used stand alone or in synchrony with any other Vac-Con vacuuming equipment. Refurbishment Packages Refurbishment packages on several different levels for already owned Vac-Con units. These refurbishment packages, Bronze, Silver, and Gold, can help the customer over-haul their Vac-Con unit when budgets don't permit replacement units. Refurbishments take place at the factory in Green Cove Springs, Florida Accessories, wear parts and supplies - A full catalog of accessories, camera solutions, pumps, nozzles, cutters and common wear items are offered in this response. Dealer stock, demonstrator, and reconditioned units are offered in this response. These items offer solutions for budget challenged members and for those who will need immediate delivery without having to wait for new build lead time.
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71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The Vac-Con "Vac Pumper" models fit within the grease trap cleaning equipment, portable toilet servicing equipment, Sewage pumping station maintenance equipment. The Vector VecLoader offering fits within Industrial Vacuum Equipment, Hazardous Materials Collection Equipment, HEPA filtration equipment categories.	*
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	☒ Yes ☐ No	Models offered in this category: Dual Combo, Single Combo, Dual Titan, Single Titan, 3 yard Combo, Neptune trailer.	*
73	Hydro or air excavation equipment	☒ Yes ☐ No	Models offered in this category: XCavator, MXT (municipal hydro-excavator), Hydrovac (offers air and water excavation), Mudslinger trailer excavator.	*
74	Jetters and rodders	☒ Yes ☐ No	Models offered in this category: HotShot high pressure sewer jet, Vec Jet high pressure sewer trailer.	*
75	Dewatering, mud, trash, and centrifugal pumps	☒ Yes ☐ No	These items are offered within this response.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	☒ Yes ☐ No	Models offered in this category: Vac Pumper	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	☒ Yes ☐ No	All of these items are offered within this response with a 5% discount.	

Table 15: Industry Specific Questions

Line Item	Question	Response *
78	Describe any product or equipment features that improve operator safety.	Operator safety is at the core of Vac-Con products. Vac-Con integrates a range of components and product features that ensure operators can work with and around these machines in the safest possible manner. - Power Level Wind Guide – an automated component that brings jetting hose out of the manhole, limiting the need for an operator to reach in or around the manhole - Outrigger Leg Magnet – A magnetic leg on the hose reel that assists with lifting service access point lids saving possible operator injury lifting heavy objects. - Grate Lifting Hook System – utilizes the boom to remove storm drain gates saving possible operator injury lifting heavy objects. - Wireless Remote with E-Stop – allows for wireless operation of the unit reducing the need for the operator to manually handle equipment. An E-Stop ensures a way to quickly terminate all functions in case of an emergency - Titan Quiet Drive – The Quiet Drive reduces noise pollution by 8%, allowing operators the ability to hear over the machine for directions and warnings - Water Tank Location – lowest center of gravity in the industry preventing truck top-heavy roll-over The operation of Vac-Con units is performed at the front of the unit with hardwired controls or wireless remotes. Operator safety is better secured with the entirety of the truck between the operator and oncoming traffic. The remote transfer case engagement is located at the front hose reel and allows for operators to control functions typically managed inside the cab. This feature is designed to start and stop the engine and engage and disengage the transfer case from the exterior front of the unit. Operator footsteps and movements in and out of the cab are mitigated, reducing the chance of injury. In addition, Allison Auto Neutral and Range Inhibit Functions are used for safety on this component.
79	Describe any product or equipment innovations that increase uptime and operator productivity.	The Vac-Con Recycler is a combination machine outfitted with a recycling component. This system allows for users to use water already in the pipeline or recycled water from the debris tank to continue operations. This function keeps an operator on the job all day without the need to refill tanks running 50 GPM @ 3,000 PSI. The time given back to a job by reducing the need to refill water capacity increase operator efficiency. The Omnibus Precision Power Control System gives the operator control authority over all vacuum, water and engine functions, and at a centralized control panel, right where the operator is working. This coordination of systems allows the operator to use as much power as is needed, saving time and fuel while allowing precise movements of the hydraulic components. This system eliminates over 250 electrical connections and over one mile of wire in a typical Vac-Con build. The Remote Transfer Case Engagement is designed to allow operators to start and stop the engine and disengage the transfer case from the front of the unit. Located on the front hose reel, this feature will limit operator footsteps to and from the cab of the unit and allow a fast job completion. ReelSmart Hose Control System: The ReelSmart technology brings hose reel automation to Vac-Con sewer cleaners. With a computerized command controller, up to 30 jobs can be recorded and stored for future use. The pay-out footage, job locations and special instructions can be recalled used for later use. ReelSmart handles all hose reel pay-out and roll in functions, automatically. This means less physical work for the operator and more efficiency and productivity at the job-site. The customer can record on a USB drive or maintain a daily log with its MS-Excel data dump. This new technology is available in English, Spanish and French.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - VacCon Sourcewell Pricelist 9_30_2021.zip - Monday September 27, 2021 14:14:14
 - [Financial Strength and Stability](#) - Financial Strength and Authorization Letter.zip - Monday September 27, 2021 14:14:25
 - [Marketing Plan/Samples](#) - dealers and marketing examples.zip - Monday September 27, 2021 14:14:59
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - VACCON STANDARD QUOTE EXAMPLE.pdf - Monday September 27, 2021 14:15:19
 - [Upload Additional Document](#) - Performance Certs and Testimonials.zip - Monday September 27, 2021 14:15:36

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - M.J. DuBois, Contract Administrator, DuCo, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☒	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☒	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☒	1

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

21.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

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

BACKGROUND:

Initiated by : Naomi Steward

This purchase is intended to replace a Case loader that was lost during the October flood, pending FEMA reimbursement. The loader is critical equipment for biosolids processing operations, including handling materials at drying beds and sludge piles.

Replacement of this equipment is necessary to maintain operations, meet regulatory requirements for Class A sludge production, and ensure continued compliance with environmental standards. The proposed purchase includes a new Caterpillar 920 wheel loader and associated maintenance agreement to support long-term reliability and reduce downtime.

FINANCIAL CONSIDERATION:

Financial Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: Cash Reserves

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

LEGAL REVIEW:

Not required at this time.

BOARD AND COMMITTEE ACTION:

Infrastructure Committee on 03/16/2026 voted (5-0) to recommend this purchase and budget adjustment to the Finance Committee.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Quote CAT Loader Equipment
Sourcewell Contract



SALES AGREEMENT

DATE **Feb 26, 2026**
QUOTE# **302857**

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

PURCHASER CITY OF ROSWELL				
STREET ADDRESS PO BOX 1838				
S O L D T O	CITY/STATE ROSWELL, NM COUNTY CHAVES NM			
	POSTAL CODE 88202-1838 PHONE NO. 575 624 6700			
	EQUIPMENT Danny De la Cerda PHONE NO. 575-420-3210			
	CUSTOMER CONTACT: EMAIL d.delacerda@roswell-nm.gov			
	PRODUCT SUPPORT Danny De la Cerda PHONE NO. 575-420-3210			
INDUSTRY CODE: _____ PRINCIPAL WORK CODE: _____				
Ownership Customer # 10528	Invoice Customer # _____	Sales Tax Exemption # (if applicable) CRS 01-405926-0	Customer PO Number _____	Ship Via Hobbs
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)				
NET PAYMENT ON RECEIPT OF INVOICE ☒ NET ON DELIVERY ☐ FINANCIAL SERVICES ☐ CSC ☐ LEASE ☐				
CASH WITH ORDER \$0.00 BALANCE TO FINANCE 0.00 CONTRACT INTEREST RATE 0.00 NOTES: _____				
PAYMENT PERIOD _____ PAYMENT AMOUNT 0.00 NUMBER OF PAYMENTS 0 OPTIONAL BUY-OUT _____				
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED				
MAKE: CATERPILLAR		MODEL: 920	YEAR: 2026	NEW ☒ USED ☐
STOCK NUMBER: NEW		SERIAL NUMBER: NEW	SMU: 0	
920 14A WHEEL LOADER		SECURITY SYSTEM, NONE	PLATE, LICENSE	
LIGHTS, ROADING, RH DIP, LED		PRODUCT LINK, CELLULAR PLE643	GUARD, REAR DOOR	
FAN, REVERSING		TIRES, 20.5-25, GY, SGL 12 PR	GUARD, REAR LIGHTS	
STANDARD WEATHER PACKAGE		FENDERS, STANDARD, 20.5 TIRES	PACK - BUCKET GROUP (WHL)	
ENGINE, C3.6, STAGE V		CTWT STANDARD, 2612 LBS	BUCKET-GP, 2.3 YD3, PO, BOCE	
POWERTRAIN, HI RIMPULL, 25MPH		HYDRAULIC OIL, STANDARD		
PIN ON, 3V/4V		INSTRUCTIONS, ANSI		
HYDRAULICS, 3V, STD LIFT		SERIALIZED TECHNICAL MEDIA KIT		
STEERING, STANDARD		ALARM, BACK-UP		
NO RIDE CONTROL		LIGHTS, STD, LED		
CAB, DELUXE, SINGLE BRAKE		BEACON, MAGNET, LED, AMBER		
CAMERA, REAR VIEW		STANDARD RADIO (12V)		
SEAT, DELUXE		GUARD, POWERTRAIN		
SEAT BELT, RETRACTABLE 2"		GUARD, DRIVE SHAFT		
AIR CONDITIONING, R134A REF		GUARD, CRANKCASE		
TRADE-IN EQUIPMENT				
MODEL: _____ YEAR: _____ SN: _____		SELL PRICE		\$183,259.13
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____		SUBTOTAL		\$183,259.13
MODEL: _____ YEAR: _____ SN: _____		TOTAL		\$183,259.13
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____		183,259.13 + 18,782.14 ----- 202,041.27		
MODEL: _____ YEAR: _____ SN: _____				
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____				
MODEL: _____ YEAR: _____ SN: _____				
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____				
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.				
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.				
☒ CATERPILLAR EQUIPMENT WARRANTY & COVERAGE INITIAL _____				
☐ USED EQUIPMENT COVERAGE INITIAL _____				
The customer acknowledges that he has received a copy of the Wagner Equipment Co./Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 6 months) 920-48 MO/3000 HR POWERTRAIN + HYDRAULICS				
Warranty applicable: _____ _____ _____				
☐ ALLIED WARRANTY & COVERAGE SIGNATURE _____				
Preventative Maintenance: NOTES: List Price:\$228,235.70 Sourcewell 24% Discount: ...\$173,459.13 Pre Delivery Insp/Freight...\$6,900.00 Warranty.....\$2,900.00 Total.....\$183,259.13				

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

WAGNER EQUIPMENT CO.

PURCHASER

ORDER RECEIVED BY

Oliver, Timothy

DATE APPROVED AND ACCEPTED ON

REPRESENTATIVE

CITY OF ROSWELL

PURCHASER

BY

SIGNATURE

TITLE



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

Quote Issued Date: 02/25/26

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

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

Equipment Point of Contact	Phone	Email

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

Quoted as Upfront Payment

Services and Programs included in this PM CVA

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

\$/Hour: \$4.70

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

Zone charge billed per visit: \$206.00

Contract terminates on hours or date whichever comes first.

Colorado Main Facility
18000 Smith Road
Aurora, CO 80011
303-739-3000

New Mexico Regional Headquarters
700 Wagner CT SE
Albuquerque, NM 87105
505-345-8411



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

Quote Issued Date: 02/25/26

Dealer Responsibilities:

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

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

Other OEMs:

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

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

Customer Responsibilities:

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

Wagner CVA Department Email: cvasolutions@wagnerequipment.com

Pricing and Agreement Terms:

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

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

Quoted pricing is valid for 60 days.

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

Customer Signature: _____

Date: _____

Customer Printed Name: _____

Sales Rep Signature: _____

Date: _____

Sales Rep Printed Name: _____

Colorado Main Facility
18000 Smith Road
Aurora, CO 80011
303-739-3000

New Mexico Regional Headquarters
700 Wagner CT SE
Albuquerque, NM 87105
505-345-8411

TERMS AND CONDITIONS (COLORADO, NEW MEXICO OR TEXAS)

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

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

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

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

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

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

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

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

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

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

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

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

WS2.702.1

INITIAL HERE _____



DIGITAL AUTHORIZATION

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

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

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

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

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

AGREE ☐

DECLINE ☐

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

AGREE ☐

DECLINE ☐

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

CITY OF ROSWELL

Company

Company (Print)

Company Representative (Print)

Signature

Feb 26, 2026

Date

Caterpillar: Confidential Green

FOR DEALER USE ONLY

Company UCID

Company Representative CWS ID

Main Store Dealer Code

Dealer Representative Name

Dealer Representative CWS ID

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

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

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Participating Dealers with payments made to the Participating Dealers. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier's Participating Dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and Supplier's Participating Dealer or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. Intentionally Deleted.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

D. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier's Participating Dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Participating Dealer conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

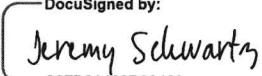
21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer

Date: 5/5/2023 | 9:41 AM CDT

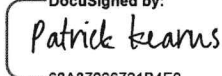
Approved:

DocuSigned by:

 By: 7E42B8F817A64CC...
 Chad Coauette
 Title: Executive Director/CEO

Date: 5/24/2023 | 12:16 PM CDT

Caterpillar Inc.

DocuSigned by:

 By: 68A87926721B4E0...
 Patrick Kearns
 Title: Vice President Sales & Marketing,
 Construction Industries

Date: 5/24/2023 | 9:13 AM PDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: Caterpillar Inc
100 NE Adams St
Address: Peoria, IL 61629
Contact: Sean Egel
Email: egel_sean_j@cat.com
Phone: 309-675-1399
HST#:

Submission Details

Created On: Tuesday November 15, 2022 14:22:18
Submitted On: Tuesday January 17, 2023 16:10:22
Submitted By: Sean Egel
Email: egel_sean_j@cat.com
Transaction #: aaaa61ae-0c73-4610-8208-b80e2e0b4448
Submitter's IP Address: 192.189.129.23

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083	*
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
6	Proposer website address (or addresses):	https://www.caterpillar.com/ , https://www.cat.com/en_US.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary. In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc. With 2021 sales and revenues of \$51.0 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment. Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability. Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html	*
11	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT. Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract. We look forward to the opportunity to further grow business and serve member needs together in this new Heavy Construction Equipment RFP opportunity.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents. As 2022 results are yet to be released, below you can find a summary of our full year 2021 financials. In 2021 full year sales and revenues were \$51B of which, North American sales were \$22B. Operating profit was \$6.9B with a profit per share of USD \$11.83. Dividends paid per share of USD \$4.28.	*
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein. As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards. Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)	*
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.	*
21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint. Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.	*

23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=\$6,857,211 2021=\$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=\$0 / 2021=\$143,837 SIN 335999 Power Distribution Equipment: 2020=\$151,267.70 / 2021=\$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts. Final sales for the year 2022 have yet to be fully reported.	*
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Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Baltimore County, MD	Jamie Donahue	410-952-6981	*
Washington DC Fleet	Greg Harrelson	202-437-3799	*
Town of Scituate Mass.	Kevin Cafferty	781-545-8732	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Virginia Department of Transportation - Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	\$12,321,972	*
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	\$10,304,218	*
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	\$12,176,875	*
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	\$10,053,000	*
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	\$6,567,420	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed. Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business. In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.
27	Dealer network or other distribution methods.	The Cat dealer network is key to the success of our company. Boasting over 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use. Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well. Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.

28	Service force.	At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience. In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running. Some of our service solutions include: -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S SM Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We serve all geographic areas and all Canoe member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Canoe through Sourcewell contract usage. We have gained momentum with our current contract 032119-CAT in Canada. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat® dealers offer Cat® factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include: 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshow we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Roadshow) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers. - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment. Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/
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41	Describe any technological advances that your proposed products or services offer.	Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment. Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine. Cat Payload - Precisely load targets every time for faster cycle times. Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption. Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment. Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance. Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force. Cat Tractors: Stable Blade - Produces a smoother surface finish. Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage. Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity. Autodig - consistent high bucket fill factors delivers up to 10% more productivity. Cat Off Highway Trucks: Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity just pressing a button. Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on last pass and when the truck is fully loaded. Cat Articulated Trucks: Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks 'on-the-go' when needed without assistance from operator's interaction. Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping. Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft. Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety. Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat® Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents. Cat Command - Remote control in operations where an operator could be at safety risk. Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.
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42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future. We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services. Caterpillar is engineering a brighter future through: - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations' carbon efficiency Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey. Caterpillar is fully committed to our customers' success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges. We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability please visit our full report attached in the Financial and Stability attachment section.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Plants certified with ISO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct. For example: Foley Equipment, a Cat® dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Award Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.
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45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents. In addition to built-in safety features, we also offer products and services that are unique in the industry. Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators. Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership. Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures. Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process. Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor-led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc. Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today. Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.	*
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options. 1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires. 2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs. The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public. Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs: - Equipment & Attachments - Parts - Service - Rebuilds Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here: https://www.cat.com/en_US/support/financing-protection.html	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcewell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcewell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 3 - 34% off of the list price depending on the product family or model.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these goods or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and /or invoice shall be deemed sufficient.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcewell members.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcewell member's location.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcewell members' location.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcewell member requirements our dealers will be happy to discuss on a case by case basis.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting. 4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 011723.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcewell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products. Caterpillar is pleased to offer a wide variety of products for Sourcewell members. Excluding paving products, equipment and services awarded on 060122-CAT these include: - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader/Skid Steer Loader (14 models offered) - Cat Track/Wheel Hydraulic Excavators (41 models offered) - Cat Motor Graders (7 models offered) - Cat Telehandlers (8 models offered) - Cat Track Loaders (3 models offered) - Cat Track/Wheel Dozers (15 models offered) - Cat Wheel Loaders (19 models offered) - Cat Wheel Tractor Scrapers (7 models offered) - Cat Articulated Trucks (5 models offered) - Cat Rigid Frame Trucks (2 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. Services and support include: - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. - Services and support brochures can be found in the additional documents section by name of offering. For more detailed information on each of these products/offerings see the following website: https://www.cat.com/en_US.html
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
7	Motor Graders	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Wheeled and tracked excavators	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Bulldozers, compactors, scrapers, articulated and rigid haulers	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Cranes	☐ Yes ☒ No	NIA
76	Accessories or attachments for the offering in #71-75 above	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
77	Technology or services for the offering in #71-75 above	☒ Yes ☐ No	Manufactured or offered by Caterpillar. Offerings listed in applicable pricing attachment section.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	☒ Yes ☐ No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	☐ Yes ☒ No	NIA

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Machine Pricing.zip - Tuesday January 17, 2023 15:29:45
 - [Financial Strength and Stability](#) - Fin Strength and Stability.zip - Tuesday January 17, 2023 10:31:16
 - [Marketing Plan](#) Samples - Marketing Plan.pdf - Tuesday January 17, 2023 14:53:49
 - WMBE/IMBE/ISBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Combined.pdf - Monday January 16, 2023 10:36:31
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Additional Documents.zip - Tuesday January 17, 2023 16:05:29

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Egel, Sales Support Consultant, Caterpillar Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☒	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☒	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☒	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☒	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☒	1

SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 (“Sourcewell”) and **Caterpillar Inc.**, having its principal place of business at 5212 N. O’Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 (“Caterpillar” or “Vendor”). Sourcewell and Caterpillar may be referred to in this Agreement as a “Party” and collectively as the “Parties.”

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell’s cooperative purchasing contracts as follows:

Sourcewell Contract 011723 – CAT (Solicitation Number: 011723)

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof (“Licensed Trademarks”), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell’s Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell’s relationship with Vendor.

2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor’s Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor’s relationship with Sourcewell.

“Anti-Corruption and International Trade Laws” means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.
2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.
3. Beyond what is permitted in this Addendum, neither Party will:
 - a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;
 - b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;
 - c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or
 - d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

- A. **EFFECTIVE DATE.** This Addendum is effective upon the date of the final signature below.
- B. **TERMINATION.** Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.
1. *Termination for Convenience.* This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.
 2. *Termination for Breach.* This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.
 3. *Effect of Termination.* Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

(excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

DocuSigned by:
SOURCEWELL
 By: Jeremy Schwartz
 Name: Jeremy Schwartz
 Title: Director of Operations and Procurement
 Date: 5/24/2023 | 2:45 PM CDT

DocuSigned by:
Caterpillar
 By: Patrick Kearns
 Name: Patrick Kearns
 Title: Vice President Sales & Marketing - North America
 Date: 5/24/2023 | 12:48 PM PDT

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Finance Committee

22.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider a recommendation for a budget adjustment and approval to authorize early loan payoff to eliminate debt obligations and maximize cost savings by avoiding future interest in the amount of \$1,695,762.11 from the Public Safety Fund. (Chavez)

BACKGROUND:

Initiated By: Steve Chavez

The Roswell Fire Department currently has apparatus financed through PNC Bank with an outstanding balance of \$2,009,520.31. Following the scheduled payment in the next fiscal year, the remaining balance would be reduced to \$1,695,762.20.

In addition to the financial considerations, several of the apparatus under this loan were destroyed during the October 24 flood event. Despite the loss of these vehicles, the City remains financially obligated for the associated debt.

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

FINANCIAL CONSIDERATION

Financial Impact (Revenue and Expenses): Budget Adjustment Needed

Revenue: Cash Reserves

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

The remaining balance of \$313,758.20 will be paid at the beginning of Fiscal Year 2027, completing the full payoff of the apparatus loan.

This action will eliminate ongoing debt service obligations and prevent future interest payments on the loan, resulting in long-term cost savings for the City.

Additionally, it secures full ownership of the current apparatus and resolves financial obligations tied to equipment that is no longer in service.

LEGAL REVIEW:

None necessary

BOARD AND COMMITTEE ACTION:

The finance committee is the first committee to see this item.

STAFF RECOMMENDATION:

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



March 4, 2026

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

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

Dear Daniel:

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

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

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

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

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

Wire Instructions

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

U.S. Overnight Address

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

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

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

Member of The PNC Financial Services Group

995 Dalton Avenue Cincinnati Ohio 45203

www.pnc.com

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

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

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

Very truly yours,

PNC Bank, National Association

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

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

23.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval to award RFP 26-005 for Ground EMS Billing Services to EMS Management & Consultants, Inc. (Bunch)

BACKGROUND:

Initiated by: Randy Bunch

Requesting approval to award RFP 26-005 for Ground EMS Billing Services to EMS Management & Consultants, Inc. The City issued RFP 26-005 seeking proposals from qualified vendors to provide comprehensive EMS billing and revenue cycle management services for the Roswell Fire Department. These services include claim preparation, submission, denial management, payment posting, customer service, compliance reporting, and collections.

Two (2) proposals were received and evaluated by the City's Evaluation Committee in accordance with the criteria established in the RFP. Based on the evaluation criteria and final scoring, the Evaluation Committee determined that EMS Management & Consultants, Inc. submitted the proposal most advantageous to the City.

FINANCIAL CONSIDERATION:

There is no immediate fiscal impact associated with approval of this item. Services will be paid based on a percentage of collected revenue.

LEGAL REVIEW:

Contract to be reviewed by the Legal Department upon award.

BOARD AND COMMITTEE ACTION:

Finance will be the first consideration of this item.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Billing Service

Award Recommendation Report

Award Recommendation for RFP-26-005 Ground EMS Billing Services

The City of Roswell issued RFP No. 26-005 seeking proposals from qualified vendors to provide comprehensive Ground Emergency Medical Services (EMS) billing and revenue cycle management services for the Roswell Fire Department. The selected vendor will provide full-service billing support, including claim preparation, submission, denial management, payment posting, customer service, compliance reporting, and collections as outlined in the RFP.

Summary of Proposals Received:

Two (2) proposals were received from the following firms:

- EMS Management & Consultants, Inc.
- Digitech Computer

Evaluation Summary:

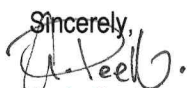
Proposals were evaluated and scored by the Evaluation Committee in accordance with the criteria established in the RFP, including experience, past performance, regulatory compliance, staffing, and cost.

Final scores:

- EMS Management & Consultants, Inc. – 88.33
- Digitech Computer – 78.67

After review and evaluation, the Evaluation Committee determined that **EMS Management & Consultants, Inc.** submitted the proposal most advantageous to the City. The firm demonstrated strong qualifications, including relevant experience providing EMS billing services for government agencies, a comprehensive approach to the EMS billing lifecycle with a focus on regulatory compliance, effective operational processes and staffing structure, and a competitive and transparent cost proposal.

Based on the evaluation criteria set forth in the RFP and the final scoring, the Evaluation Committee recommends award of the contract to EMS Management & Consultants, Inc.

Sincerely,

Arely Peek,
Procurement Officer

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Finance Committee

24.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

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

BACKGROUND:

Initiated by: Steve Chavez

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

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: n/a

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

Financial Impact (Revenue & Expense): Budgeted

Revenue: n/a

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

Current/Original Budget: \$734,314.49

Remaining Budget: \$734,314.49

Requested Amount: \$100,000.00

LEGAL REVIEW:

Not required at this time.

BOARD AND COMMITTEE ACTION:

Consider the recommendation for a budget adjustment for \$50,075.76, and approval to award the proposed estimate to White Rock Construction & Services, Inc. for the renovation of RFD Station 5 for \$150,075.76.

STAFF RECOMMENDATION:

Staff recommends approval of this agreement as it supports infrastructure improvements and aligns with the RFD's Five-Year Plan.

Attachments

Station 5 Estimate

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



ADDRESS

City of Roswell

SHIP TO

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

Estimate 2026-025

DATE 03/20/2026

DATE

DESCRIPTION

QTY

RATE

AMOUNT

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

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

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

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

Accepted By

Accepted Date

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

25.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider the recommendation for a budget adjustment and approval to issue a purchase order to Wagner Equipment Co. under Sourcewell Contract #011723-CAT, in the amount of \$150,384.00, for a Caterpillar 420 backhoe for South Park Cemetery. (Burress)

BACKGROUND:

Initiated by: Jim Burress

South Park Cemetery has been operating with its current backhoe loader for approximately seven years. In the event of unexpected equipment failure, the cemetery does not have backup equipment available, which could impact daily operations and service delivery.

The purchase of a new Caterpillar 420 backhoe will ensure continued operational efficiency, reduce downtime, and provide reliable equipment to support cemetery maintenance activities.

FINANCIAL CONSIDERATION:

Financial Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: Cash Reserves

Expenses: 26024411-817505 (Capital Outlay - Equipment)

LEGAL REVIEW:

Not required at this time.

BOARD AND COMMITTEE ACTION:

The Infrastructure Committee Meeting referred this item to the Finance Committee Meeting during the Budget Review Process at the March 16, 2026, meeting.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Wagner Cat quote 304143



SALES AGREEMENT

DATE Mar 23, 2026
QUOTE# 304143

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

PURCHASER	CITY OF ROSWELL		
STREET ADDRESS	PO BOX 1838		
CITY/STATE	ROSWELL, NM	COUNTY	CHAVES NM
POSTAL CODE	88202-1838	PHONE NO.	575 624 6700
EQUIPMENT	RUBEN ESQUIVEL	PHONE NO.	5754 624 6766
CUSTOMER CONTACT:	EMAIL		
PRODUCT SUPPORT	RUBEN ESQUIVEL	PHONE NO.	5754 624 6766
INDUSTRY CODE:	PRINCIPAL WORK CODE:		

Ownership Customer #	10528	Invoice Customer #	10528	Sales Tax Exemption # (if applicable)	CRS 01-405926-0	Customer PO Number	Ship Via
PAYMENT TERMS:				(All terms and payments are subject to Finance Company - OAC approval)			
NET PAYMENT ON RECEIPT OF INVOICE	☒	NET ON DELIVERY	☐	FINANCIAL SERVICES	☐	CSC	☐
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	0.00	CONTRACT INTEREST RATE	0.00	NOTES:	
PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS	0	OPTIONAL BUY-OUT	

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR	MODEL: 420	YEAR: 2026	NEW ☒ USED ☐
STOCK NUMBER: 550538	SERIAL NUMBER: NEW	SMU: 3	
420 07A BHL CFG2	SEAT, DLX FABRIC	RUST PREVENTATIVE APPLICATOR	
TRIM PACKAGE 3	LINE, AUX COMBO, E-STICK	PACK, DOMESTIC TRUCK	
CTWT, 1015 LBS	WORKLIGHTS (8) LED LAMPS	BUCKET-CEMETERY, 36", 8.4 FT3 TEETH	
GUARD, STABILIZER	ENG, 74.5KW, C3.6, T4F	PINS, BUCKET, BHL-F, 45MM-50MM	
PLATE GROUP, BOOM WEAR	BUCKET-GP, 1.3 YD3, PO		
STD RADIO (12V)	LOADER BUCKET PINS		
HYD, MP, 6FCN	CUTTING EDGE, TWO PIECE		
AIR CONDITIONER, S5 (T4F)	BELT, SEAT, 2" SUSPENSION		
STICK, EXT, 14'	TIRES, 12.5 80/19.5L-24, GY		
CAB, DLX	STABILIZER PADS, FLIP-OVER		
PT, 2WS, PSHF	INSTRUCTIONS, ANSI		
DISPLAY, TOUCH SCREEN	SERIALIZED TECHNICAL MEDIA KIT		
RIDE CONTROL	PRODUCT LINK, CELLULAR, PLE643		
COLD WEATHER PACKAGE, 120V	COUPLING, QD, THREADED CAPS		
AUTO-UP STABILIZERS	SHIPPING/STORAGE PROTECTION		

MODEL:	YEAR:	SN:	SELL PRICE	\$150,384.00
PAYOUT TO:	AMOUNT:	PAID BY:	PREVENTIVE MAINTENANCE	Included
MODEL:	YEAR:	SN:	SUBTOTAL	\$150,384.00
PAYOUT TO:	AMOUNT:	PAID BY:	TOTAL	\$150,384.00
MODEL:	YEAR:	SN:		
PAYOUT TO:	AMOUNT:	PAID BY:		
MODEL:	YEAR:	SN:		
PAYOUT TO:	AMOUNT:	PAID BY:		

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

☒ CATERPILLAR EQUIPMENT WARRANTY & COVERAGE	INITIAL	☐ USED EQUIPMENT COVERAGE	INITIAL
The customer acknowledges that he has received a copy of the Wagner Equipment Co./Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.		All used equipment is sold as is, with all faults. EXCEPT FOR THE FOLLOWING LIMITED WARRANTY SET FORTH HERE, IF ANY, WAGNER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE. WAGNER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Customer acknowledges that it is required to fully examine the used equipment and hereby assumes the risks of any defects which examination ought to reveal.	
Warranty applicable including expiration date where necessary: 12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 6 months)		Warranty applicable:	
420-36 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH			
☐ ALLIED WARRANTY & COVERAGE	SIGNATURE		

Preventative Maintenance: BCP National Campaign - 2 Year/1000 Hour Parts Only PM Kit

NOTES: List Price:\$192,800.00
Sourcewell 22% Discount: ...\$150,384.00
CONTRACT RFP# 011723

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

WAGNER EQUIPMENT CO.	PURCHASER
ORDER RECEIVED BY Oliver, Timothy	DATE APPROVED AND ACCEPTED ON
REPRESENTATIVE	
CITY OF ROSWELL	PURCHASER
BY	SIGNATURE
	TITLE

TERMS AND CONDITIONS (COLORADO, NEW MEXICO OR TEXAS)

1. Pricing is subject to change based on manufacturer changes to cost and availability.
2. **METHODS OF ACCEPTANCE and TERMS OF AGREEMENT:** This Machine Sales Order ("MSO") is an offer for the sale of the equipment and attachments described on the face hereof (referred to herein generally as "equipment" and "goods" interchangeably) to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this MSO by a representative of Customer or (2) Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parts authorizing WAGNER to take action to fulfill this order, or (3) the commencement of manufacture or shipment of the goods or services specified in this Order, whichever of the foregoing first occurs. Acceptance of this offer is limited to the express terms stated in this Order. Any proposal in Buyer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms or any attempt by Customer to vary in any degree any of the terms of this offer is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, but shall be deemed a material alteration of this Order and this offer shall be deemed accepted by Seller without said additional or different terms. Once accepted, this Order shall constitute the entire agreement between WAGNER and Customer. WAGNER is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this agreement or contained in a separate writing supplementing this agreement and signed by authorized agents of both WAGNER and Customer.
3. **TIME OF DELIVERY and SHIPPING:** Orders for equipment are processed in the order of their acceptance by WAGNER and WAGNER will use its reasonable efforts to deliver the equipment to You on the scheduled delivery date on the face hereof. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WAGNER's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelating factors. WAGNER is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of this order to the contrary. You are responsible for all freight, shipping, loading and unloading costs.
4. To secure Customer's obligations under this agreement and to secure all of Customer's present or future debts, obligations or liabilities of whatever nature to WAGNER, Customer grants to WAGNER a security interest in the goods described on the reverse side hereof, together with any attachments or accessions thereto and proceeds from the sale or lease thereof. Customer agrees to deliver to WAGNER, properly executed, any certificate of title or other document or instrument required by WAGNER to protect WAGNER's security interest as created in this paragraph. Customer also authorizes WAGNER to file financing statement(s) with respect to the security interest granted herein. Customer grants Wagner Equipment the right to assign Wagner Equipment's security interest in the goods to any other entity or person, at any time Wagner Equipment so chooses.
5. Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WAGNER's responsibility for shipment ceases upon delivery of the goods to a transportation company. Customer shall carry such fire and other insurance as necessary to protect its interest and the interest of WAGNER. Any claim by Customer for shortage in shipment shall be made within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach. The shortage in shipment notice must be in writing within fifteen (15) days and further, shortage in shipment is not deemed to constitute a nonconformity.
6. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within ten (10) days after delivery of the goods. It is agreed that in the event of rejection, Customer may in no event resell the goods, even in the absence of instructions from WAGNER, and Customer will store the goods or reship the goods to WAGNER. Should Customer sell the goods, such sale shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this agreement, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.
7. No right or interest in this agreement shall be assigned by Customer without the written permission of WAGNER, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WAGNER. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
8. WAGNER shall have all rights and remedies provided in the Uniform Commercial Code and in any other document executed in connection with this agreement. Customer agrees to pay all costs incurred by WAGNER in enforcing this agreement or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced. In the event the goods are reclaimed, Customer agrees that WAGNER may bid on the goods and that a commercially reasonable price for said reclaimed goods, a public sale, may be determined by WAGNER based upon current national auction values, market trends relating to supply and demand, and related factor, for goods of similar type and condition.
9. **CANCELLATION/TERMINATION:** This Order may be canceled by Customer only with WAGNER's written consent and then only upon such terms as will protect Seller from any loss. This Order may be cancelled by WAGNER in the event of any default by Customer or in the event Customer fails, upon WAGNER's request, to provide reasonable assurances of future performance.
10. **PERMISSIBLE VARIATIONS:** All goods shall be subject to the standard manufacturing and commercial variation and practices of the Manufacturer of the goods of WAGNER. In the event of shipment of non-conforming goods, WAGNER shall be given a reasonable opportunity to replace the goods with those which conform to the order.
11. **FORCE MAJEURE:** a) WAGNER shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services of such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WAGNER's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WAGNER from performance of its obligations hereunder.
12. **VENUE:** Venue for any and all disputes between the parties will be in state court located in Adams County, Colorado. Purchaser hereby expressly consents to jurisdiction in Adams County, Colorado and waives any objection based on inconvenient forum and any right to remove any legal action from the court originally acquiring jurisdiction.

WS2.702.1

INITIAL HERE _____

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

26.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider the recommendation of budget adjustment in the amount of \$34,990.79, and approval to purchase the replacement of two compressors on the VRV system at the Recreation Center.
(Burress)

BACKGROUND:

Initiated by: Jim Burress

Replacement of the two compressors, A1 and A2, on the VRV system. This includes cleaning and flushing the refrigerant system, adding filter canisters and filters, new refrigerant, system startup, and checkout.

FINANCIAL CONSIDERATION:

Financial Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: Cash Reserves

Expenses: 26154241-614002 (Maintenance & Repairs - Building)

LEGAL REVIEW:

No legal review is required at this time.

BOARD AND COMMITTEE ACTION:

The Finance Committee will be the first committee to consider this item.

STAFF RECOMMENDATION:

Consider recommending approval of a budget adjustment in the amount of \$34,990.79 for replacement of two compressors on VRV system

Attachments

Advance Airflow Proposal



Advanced Airflow Technology
1607 N. Garden Ave.
Roswell NM, 88201

Email: dfuentes@advancedairflowtechnology.com

ADVANCED AIRFLOW TECHNOLOGY

PROPOSAL

TO: Roswell Recreation and Aquatic Center
Jim Burress
1402 W. Collage Ave.
Roswell ,N.M.
88201

Project Name
VRV System 1-2

DATE
2/6/2026

Location: Roswell

DESCRIPTION:

Replace the warranty compressor.

SCOPE OF WORK:

Replacement of the two compressor A1 and A2 on VRV System 1-2. This includes cleaning and flushing the refrigerant system, adding filter canisters and filters, new refrigerant, system startup, and checkout. Attached is a detailed letter about the scope of work. Also, this includes adding 6 phase monitors and 6 surge protectors for all the VRV condenser units.

QUALIFICATIONS:

- All work is based on regular working hours from Monday through Friday excluding holidays, unless otherwise agreed herein.
- No overtime or shift differential is included in this proposal, unless otherwise agreed herein.
- Cost associated with additional mobilizations due to equipment not being ready or equipment which cannot be final tested per plans and specifications will be handled as a change order.
- One return trip to check/verify deficient items at the jobsite has been included in this quotation. Written notification that the deficiencies have been corrected is required before our return visit. If additional trips are required to retest deficiencies, the time will be billed at an hourly rate.
- The contractor shall provide a controls technician to operate any automated controls and/or furnish the software and onsite instruction on how to operate the system.
- This quotation is based on all systems being completed and properly started, in normal operating condition and all areas unoccupied at the time of testing.
- Locating / cutting out balancing dampers that are covered or hidden by insulation is not included in this proposal. All dampers should be easily accessible and function through the entire range of movement.
- The customer understands that this proposal does not include costs for Cx, duct leakage testing, job meetings, etc. unless otherwise agreed herein.



ADVANCED AIRFLOW TECHNOLOGY

Advanced Airflow Technology LLC. looks forward to assisting you in this effort so please feel free to contact us with any questions concerning this proposal:

Tax Included

Total Investment

\$34,990.79

Thank you for the opportunity to provide the above quotation for your consideration.

Accepted By (Print Name, Title)

Accepted By (Sign)

Date

Company Name:

PLEASE SIGN AND RETURN WITH YOUR PURCHASE ORDER.

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

27.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

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

BACKGROUND:

Initiated by: Caroline Brooks

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

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

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

FINANCIAL CONSIDERATION:

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

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

Revenue: n/a

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

LEGAL REVIEW:

There is no legal review at this time.

BOARD AND COMMITTEE ACTION:

This is the first time this item is being presented. The Finance Committee recommended approval of budget adjustments and purchase orders for conservation by The Conservation Center on September 4 (5-0), October 2 (5-0) and December 4 (4-0); City Council approved on September 11 (10-0), October 9 (9-0), and December 11 (9-0).

STAFF RECOMMENDATION:

Proceed as presented.

Attachments	
TCC Flats Proposal	



THE
CONSERVATION
CENTER

February 27, 2026

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

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

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

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

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

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

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

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



3. Fees/Deposit.

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

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

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

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

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

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

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

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

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

THE CLIENT:

Client Signature: _____

“Effective Date”: _____

Print Name: _____

Accepted by TCC as of the Effective Date:

TCC Signature: _____

Print Name: _____

Title: _____

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

28.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider the recommendation of a budget adjustment and approval to issue a purchase order to RoofCare Services through CES Contract #2026-05-G1123-ALL, in the amount of \$75,669.45, for City Hall roof renovation services for the entirety of the building's roof. (Mascarenas)

BACKGROUND:

Initiated by: Nathaniel Mascarenas

The existing TPO roofing system exhibits advanced signs of aging and weathering, including membrane brittleness, surface cracking, and seam separation. Prolonged UV exposure and loss of flexibility have compromised the integrity of the membrane, resulting in active water infiltration.

Ponding water is also present in the central roof area near HVAC units, further accelerating membrane deterioration. Based on these conditions, the roofing system has reached the end of its service life and requires renovation to prevent continued water intrusion and associated damage.

FINANCIAL CONSIDERATION:

Financial Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: n/a

Expenses: 11014071-817503 Capital-Outlay Buildings

LEGAL REVIEW:

Not required at this time.

BOARD AND COMMITTEE ACTION:

Presented at the Infrastructure Committee meeting and recommended for presentation to the Finance Committee.

STAFF RECOMMENDATION:

Proceed as presented

Attachments

RoofCare Eval. & Proposal
CES Gordian Contract



Partnered with **BlueThread Services** 

Evaluation and Proposal

Roswell City Hall - Renovation

March 23, 2026



Proposal prepared for:

City of Roswell

ATTN: Nathaniel Mascarenas

n.mascarenas@roswell-nm.gov

575-914-1009

0

Jesse Sanchez

PHONE: 575-288-2068

CELL: 505-460-7696

FAX: 505-243-9987

EMAIL: jesse@roofcare.us

NM License #410534 NM GS21

Project Information

Customer:

City Hall
425 N Richardson
Roswell, NM 88201
Phone: 575-624-6700

Project Address:

City of Roswell
425 N Richardson
Roswell, NM 88201
Phone: 575-624-6700



Address Shown:



Area Outlined in Red Above

Image above provided by Google Maps®



Evaluation

Per your request, an inspection was performed at the above-mentioned property to determine the conditions of the existing roof and to develop a scope of work that will address your current needs. For the purpose of clarification photos have been included. Our findings are as follows:

Existing Roof Conditions and Comments:

- **Roof Type:** TPO
- **Square Foot:** Approx 5,623 sq. ft. including walls
- **Roof Age:** Unknown
- **Overall Roof Condition:** Failing
- **Active Leaks:** Yes

Roof Condition Summary –

The existing TPO roofing system exhibits advanced signs of aging and weathering, including membrane brittleness, surface cracking, and seam separation. Prolonged UV exposure and loss of flexibility have compromised the integrity of the membrane, resulting in active water infiltration. Ponding water is also present in the central roof area where HVAC units are located, further accelerating membrane deterioration. Based on these conditions, the roofing system has reached the end of its service life and requires repair or full replacement to prevent continued water intrusion and associated damage.

Photo Documentation:



Recommendations: -15-Year NDL Metacrylics Warranty

Scope of Work: – Roof Renovation

Project Area: Approximately 5,623 sq. ft.

1. Safety & Preparation

- Set up OSHA-compliant fall protection and safety equipment prior to the start of work.
- Verify all work areas are secure and accessible for personnel and equipment.
- Lift existing HVAC units to allow for proper surface preparation, before coating application, correct ponding water conditions by improving drainage

2. Surface Cleaning

- Thoroughly pressure wash the entire roof surface to remove dirt, debris, and contaminants.
- Allow surface to dry completely before applying any coatings or primers.

3. Primer Application

- Apply **Metacrylics® TPO Primer** or **Roof & Tile Primer** at a rate of **0.3 gallons per square (SQ)** over the entire roof area.
- Allow **4–12 hours** for primer to cure before proceeding.

4. Penetration Detailing

- Perform **3-course penetration detail** in accordance with **Metacrylics® Penetration Detail Instructions**.
- Ensure all roof penetrations, seams, and transitions are properly reinforced.

5. Base Coat & Fabric Application

- Apply **Metacrylics® Clear Acrylic Base** at a rate of **2 gallons/SQ** over the entire roof.
- While coating is still wet, **embed Polyester Fabric** using a brush or broom to ensure full adhesion.
- Immediately apply an additional **2 gallons/SQ** of **Metacrylics® Clear Acrylic Base** to fully saturate and encapsulate the fabric.
- Allow **24–48 hours** to cure.

6. Reflective Finish Coat

- Apply **Metacrylics® Acrylic White** at a total rate of **4 gallons/SQ**, applied in **two coats of 2 gallons/SQ each**.
 - Extend coating over **parapet walls, flashing, HVAC ducting**, and any other roof-mounted structures.
 - Allow at least **24 hours** curing time between coats.
-

7. Cleanup

- Remove all debris, waste materials, and unused products from the work area.
- Leave the roof clean and free of obstructions upon completion.

Investment: - 15 Year Renovation System

Cost	\$ 68,051.67
2.7% bond fee	\$ 1,837.40
NMGRT @8.2708% (updated July-June.2026 NMGRT rates)	\$ 5,780.38
<u>TOTAL</u>	<u>\$ 75,669.45</u>
Warranty: 15 Year. Manufacturers No Dollar Limit Warranty 2-Year Contractor Workmanship	

City of Roswell may utilize RoofCARE's CES contract #2026-05-G1123-ALL

Please note that **CES is no longer processing purchase orders without a valid Gordian/detailed quote.**



2 Year Contractor SmartCARE Maintenance Service on entire building roof

- Inspect the existing roof for any deficiencies or corrective repairs.
- Provide a report of any deficiencies or corrective repairs that need to be made.
- Provide basic cleaning of the roof by cleaning scupper and drain locations.
- Maintain existing manufacture and contractor warranties.

Payment Terms:

- **40%** due prior to mobilization 2 in progress billings anticipated
- Remainder due upon completion
- Pricing valid for **60 days**.

Thank You,

Jesse Sanchez

Jesse Sanchez

Date 03/23/2026

NA

Client Approval – *Print*

Option Selected

Client Approval - *Sign*

Date

Standard Exclusions:

1. Any items not specifically included in the scope(s) of work above are excluded from this proposal.
2. Permits are excluded from this proposal. If a permit is required for this project the cost for the permit will be added to the contract amount by a change order.
3. If, after the time of bidding, or during the performance of the contract, the price of the material significantly increases, through no fault of the contractor, the price shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases.
4. Standing water on the existing roof. Standing water on the existing roof may not be corrected by installing the above roof system. Some standing water may occur on the roof area after installation of this roof system
5. Any/All damage to Any/All HVAC equipment is excluded.
6. Any/All cost to raise, disconnect, re-connect any roof top located equipment is excluded
7. Any/All damage to any electrical conduit running across the roof or mounted to the walls is excluded.
8. Any/All cost to raise, disconnect, re-connect any electrical conduit is excluded.
9. All removal or re-alignment of any satellite dishes located on top of the roof is excluded.
10. We were not permitted to perform any destructive testing to accurately determine the makeup of the current roofing system(s). All pricing included in this proposal are of a "rough estimate" nature and not a firm price quote. We must be given the opportunity to determine the exact makeup of the existing roofing system(s) before a firm price for any roof repairs can be given.



Job Order Contract

Price Proposal Summary - CSI

Date: February 11, 2026
Contract Number: 2026-05-G1123-ALL
Job Order Number: 260205-10.00
Job Order Title: Roswell City Hall Renovation
Contractor: Roof Care
Proposal Value: \$75,669.45
Proposal Name: Roswell City Hall Renovation
Detailed Scope: Existing Roof Conditions and Comments:

- Roof Type: TPO
- Square Foot: Approx 5,623 sq. ft. including walls
- Roof Age: Unknown
- Overall Roof Condition: Failing
- Active Leaks: Yes

Roof Condition Summary –

The existing TPO roofing system exhibits advanced signs of aging and weathering, including membrane brittleness, surface cracking, and seam separation. Prolonged UV exposure and loss of flexibility have compromised the integrity of the membrane, resulting in active water infiltration. Ponding water is also present in the central roof area where HVAC units are located, further accelerating membrane deterioration. Based on these conditions, the roofing system has reached the end of its service life and requires repair or full replacement to prevent continued water intrusion and associated damage.

Recommendations: -15-Year NDL Metacrylics Warranty

Scope of Work: – Roof Renovation

Project Area: Approximately 5,623 sq. ft.

1. Safety & Preparation

- Set up OSHA-compliant fall protection and safety equipment prior to the start of work.
- Verify all work areas are secure and accessible for personnel and equipment.
- Lift existing HVAC units to allow for proper surface preparation, before coating application, correct ponding water conditions by improving drainage

2. Surface Cleaning

- Thoroughly pressure wash the entire roof surface to remove dirt, debris, and contaminants.
- Allow surface to dry completely before applying any coatings or primers.

3. Primer Application

- Apply Metacrylics® TPO Primer or Roof & Tile Primer at a rate of 0.3 gallons per square (SQ) over the entire roof area.
- Allow 4–12 hours for primer to cure before proceeding.

4. Penetration Detailing

- Perform 3-course penetration detail in accordance with Metacrylics® Penetration Detail Instructions.
- Ensure all roof penetrations, seams, and transitions are properly reinforced.

5. Base Coat & Fabric Application

- Apply Metacrylics® Clear Acrylic Base at a rate of 2 gallons/SQ over the entire roof.
- While coating is still wet, embed Polyester Fabric using a brush or broom to ensure full adhesion.

Price Proposal Summary - CSI Continues..

Job Order Number: 260205-10.00
Job Order Title: Roswell City Hall Renovation

-
- Immediately apply an additional 2 gallons/SQ of Metacrylics® Clear Acrylic Base to fully saturate and encapsulate the fabric.
 - Allow 24–48 hours to cure.

6. Reflective Finish Coat

- Apply Metacrylics® Acrylic White at a total rate of 4 gallons/SQ, applied in two coats of 2 gallons/SQ each.
- Extend coating over parapet walls, flashing, HVAC ducting, and any other roof-mounted structures.
- Allow at least 24 hours curing time between coats.

7. Cleanup

- Remove all debris, waste materials, and unused products from the work area.
- Leave the roof clean and free of obstructions upon completion.

Warranty:

15 Year. Manufacturers No Dollar Limit Warranty

2-Year Contractor Workmanship

2 Year Contractor SmartCARE Maintenance Service on entire building roof

- Inspect the existing roof for any deficiencies or corrective repairs.
- Provide a report of any deficiencies or corrective repairs that need to be made.
- Provide basic cleaning of the roof by cleaning scupper and drain locations.
- Maintain existing manufacture and contractor warranties.

Payment Terms:

- 40% due prior to mobilization 2 in progress billings anticipated
- Remainder due upon completion
- Pricing valid for 30 days.

Category - 01 - General Requirements:	\$8,485.82
Category - 07 - Thermal & Moisture Protection:	\$67,183.63
Proposal Total	\$75,669.45

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

Job Order Contract

Price Proposal Detail - CSI

Date: February 11, 2026
Contract Number: 2026-05-G1123-ALL
Job Order Number: 260205-10.00
Job Order Title: Roswell City Hall Renovation
Contractor: Roof Care
Proposal Value: \$75,669.45
Proposal Name: Roswell City Hall Renovation
Adjustment Factor(s) Used: 1.0000-No Adjustment, 1.7500-3. OTNWH in excess of \$60k (State)

Rec#	CSI Number	Mod.	UOM	Description	Line Total
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CSI - 01 - General Requirements

1	01 22 16 00 0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.			-617.43
			Quantity	Unit Price	Factor	Total
		Installation	-617.43	x	\$1.00 x 1.0000 =	\$-617.43
		User Note: Discount to customer				
2	01 22 16 00 0004	EA	New Mexico Gross Receipts Tax – Varies by County			\$5,780.56
			Quantity	Unit Price	Factor	Total
		Installation	5,780.56	x	\$1.00 x 1.0000 =	\$5,780.56
		User Note: Tax rate at 8.2708% = \$5,780.56				
3	01 22 16 00 0007	EA	Payment And Performance BondBonding will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Bonding cost. A copy of the receipt, invoice, or proof of payment shall be submitted with the Price Proposal.			\$1,837.39
			Quantity	Unit Price	Factor	Total
		Installation	1,837.39	x	\$1.00 x 1.0000 =	\$1,837.39
		User Note: Bond at 2.7%				
4	01 22 23 00 0900	DAY	3,500 PSI Pressure Washer With Full-Time Operator			\$1,485.30
			Quantity	Unit Price	Factor	Total
		Installation	2.00	x	\$424.37 x 1.7500 =	\$1,485.30

Subtotal for CSI - 01 - General Requirements: \$8,485.82

CSI - 07 - Thermal & Moisture Protection

5	07 51 13 00 0143	SQ	100% Stitchbonded, Polyester Fabric (Tremco PERMAFAB)			\$13,721.61
			Quantity	Unit Price	Factor	Total
		Installation	114.00	x	\$68.78 x 1.7500 =	\$13,721.61
6	07 54 23 00 0009	SQ	Acrylic, Thermoplastic Polyolefin (TPO) Roofing Primer, Price Per Coat			\$15,080.21
			Quantity	Unit Price	Factor	Total
		Installation	114.00	x	\$75.59 x 1.7500 =	\$15,080.21
		User Note: 2 Primer Coat.				
7	07 54 23 00 0010	SQ	Acrylic Elastomeric, Surface Or Base Coating For Thermoplastic Polyolefin (TPO) Roofing, Price Per Coat55% solids by volume.			\$38,381.81
			Quantity	Unit Price	Factor	Total
		Installation	342.00	x	\$64.13 x 1.7500 =	\$38,381.81
		User Note: 4 Surface Coats & 4 Base Coats				

Subtotal for CSI - 07 - Thermal & Moisture Protection: \$67,183.63

Proposal Total \$75,669.45

Price Proposal Detail - CSI Continues..

Job Order Number: 260205-10.00
Job Order Title: Roswell City Hall Renovation

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

29.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider 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 (Cavin/Gonzalez)

BACKGROUND:

Initiated by: Omar Gonzalez

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

FINANCIAL CONSIDERATION:

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

LEGAL REVIEW:

No legal review is required for this purchase.

BOARD AND COMMITTEE ACTION:

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

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

AVA 1665
RJT350

Project No.

ROW-25-03

Contract No.

AVA1665

Vendor No.

0000054357

AMENDMENT NO. 1

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

RECITALS

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

NOW THEREFORE, the parties mutually agree as follows:

1. Section 1, Purpose, of the original agreement is deleted and replaced with the following:

2. Project Description shall be amended as follow:

TWY C EXTENSION & ACQUIRE RUBBER REMOVAL EQUIPMENT

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

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

Recommended by AVIATION DIVISION

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

Date: 01/05/26

New Mexico Department of Transportation
Cabinet Secretary or Designee

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

Date: 01/05/26

SPONSOR

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

Date: 01/02/26

Approved as to form and legal sufficiency

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

Date: 01/02/26

Moran, Daniel, DOT

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

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

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

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

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

Good Morning,

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

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

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

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

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

Sincerely,

Omar Gonzalez

A-1330

Updated:07/2023

Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION

Aviation Grant Agreement Form



Date

Apr 2, 2025

Project Location

ROW - ROSWELL AIR CENTER

Sponsor

ROSWELL, CITY OF

Address

1 JERRY SMITH CR.

City

ROSWELL

NM

Zip Code

88203

Participation

STATE ONLY

Funding Breakdown

STATE/CITY

Contract No. AVA1665

Project No.

ROW-25-03

Vendor No.

0000054357-10

Expiration Date

4/7/2027

Purchase Order No: 0000417850

AVIATION GRANT AGREEMENT

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

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

1. Purpose.

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

a. Project Description:

TWY C EXTENSION

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

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

2. The Sponsor Shall:

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

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

3. The Department Shall:

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

4. Both Parties Agree:

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

5. Method of Payment - Reimbursement.

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

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

6. Accountability of Receipts and Disbursements.

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

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

8. Termination for Cause.

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

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

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

9. Disposition of Property.

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

10. Representations and Certification.

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

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

11. Assurances.

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

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

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

12. Third Party Beneficiaries.

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

13. New Mexico Tort Claims Act.

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

14. Scope of Agreement.

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

15. Terms of this Agreement.

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

16. Equal Opportunity Compliance.

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

17. Appropriations and Authorizations of State and Federal Funds.

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

18. Severability.

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

19. Applicable Law.

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

20. Principal Contacts and Notices.

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

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

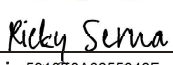
Name	BOBBI THOMPSON		
Title	AIRPORT MANAGER		
Sponsor	ROSWELL, CITY OF		
Address	1 JERRY SMITH CR		
City	ROSWELL	NM	Zip Code 88203
Office Phone	+1 (575) 388-4554	Fax	
E-Mail	b.thompson@roswell-nm.gov		

21. Amendment.

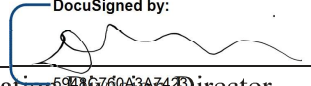
This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

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

Recommended by:

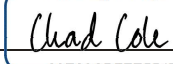
DocuSigned by:
By:  Date: 04/04/25
59B0C7D063A747B...
Aviation Division Director
or Designee

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

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

SPONSOR

Print Name: Chad Cole

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

Title: City Manager



ROSWELL AIR CENTER

EXHIBIT B
PLEASE OMIT CENTS

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

Prepared For

CITY OF ROSWELL AIRPORT
MANAGER'S OFFICE

1 JERRY SMITH CIR

ROSWELL, NM 882038427

(575) 347-5703

Prepared By

Seth Eifert

4 Rivers Equipment, LLC

2400 W Bender Blvd

Hobbs, NM 88240

seifert@4riversequipment.com

Quote Id 1622477

Creation Date 12-Feb-2026

Expiration Date 15-Mar-2026

Quote Summary

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

Salesperson : X _____

Accepted By : X _____

Selling Equipment

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

Broce RJT350 Sweepers

QTY In Group : 1

Equipment Notes	CES 2022-10-C102-ALL 10% From list	Suggested List \$87,772.00
Hours	- - -	Selling Price \$77,706.98
Serial Number		
Stock Number	TBD	
PUK Parent Serial #	- - -	

Equipment Summary

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

Other Charges

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

Customer Discounts

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

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

30.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider 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. (Cavin/Gonzalez)

BACKGROUND:

Initiated by: Omar Gonzalez

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

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

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

FINANCIAL CONSIDERATION:

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

LEGAL REVIEW:

Contract to be reviewed by the Legal Department upon approval.

BOARD AND COMMITTEE ACTION:

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

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

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

Price Proposal - 2026-06-R1239-ALL

This proposal was prepared exclusively for Desert West Enterprises, LLC

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

Summary By Division

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

Non-Prepriced Items

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

Detailed Price Proposal

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

Price Proposal Report

A-1330
Updated:07/2025
Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION
Aviation Grant Agreement Form



Date Oct 31, 2025

Project Location ROW - ROSWELL AIR CENTER

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

Participation STATE ONLY

Funding Breakdown 90/10

Contract No. AVA1743

Project No. ROW-26-01

Vendor No. 0000054357-10

Expiration Date 11/23/2027

Purchase Order No: 0000428944

AVIATION GRANT AGREEMENT

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

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

1. Purpose.

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

a. Project Description:

AIRFIELD STRIPING

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

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

2. The Sponsor Shall:

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

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

3. The Department Shall:

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

4. Both Parties Agree:

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

5. Method of Payment - Reimbursement.

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

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

6. Accountability of Receipts and Disbursements.

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

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

8. Termination for Cause.

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

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

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

9. Disposition of Property.

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

10. Representations and Certification.

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

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

11. Assurances.

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

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

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

12. Third Party Beneficiaries.

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

13. New Mexico Tort Claims Act.

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

14. Scope of Agreement.

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

15. Terms of this Agreement.

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

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

17. Appropriations and Authorizations of State and Federal Funds.

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

18. Severability.

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

19. Applicable Law.

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

20. Principal Contacts and Notices.

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

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

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

21. Amendment.

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

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

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

Recommended by:

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

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

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

SPONSOR

Print Name: Chad Cole

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

Title: City Manager

EXHIBIT A

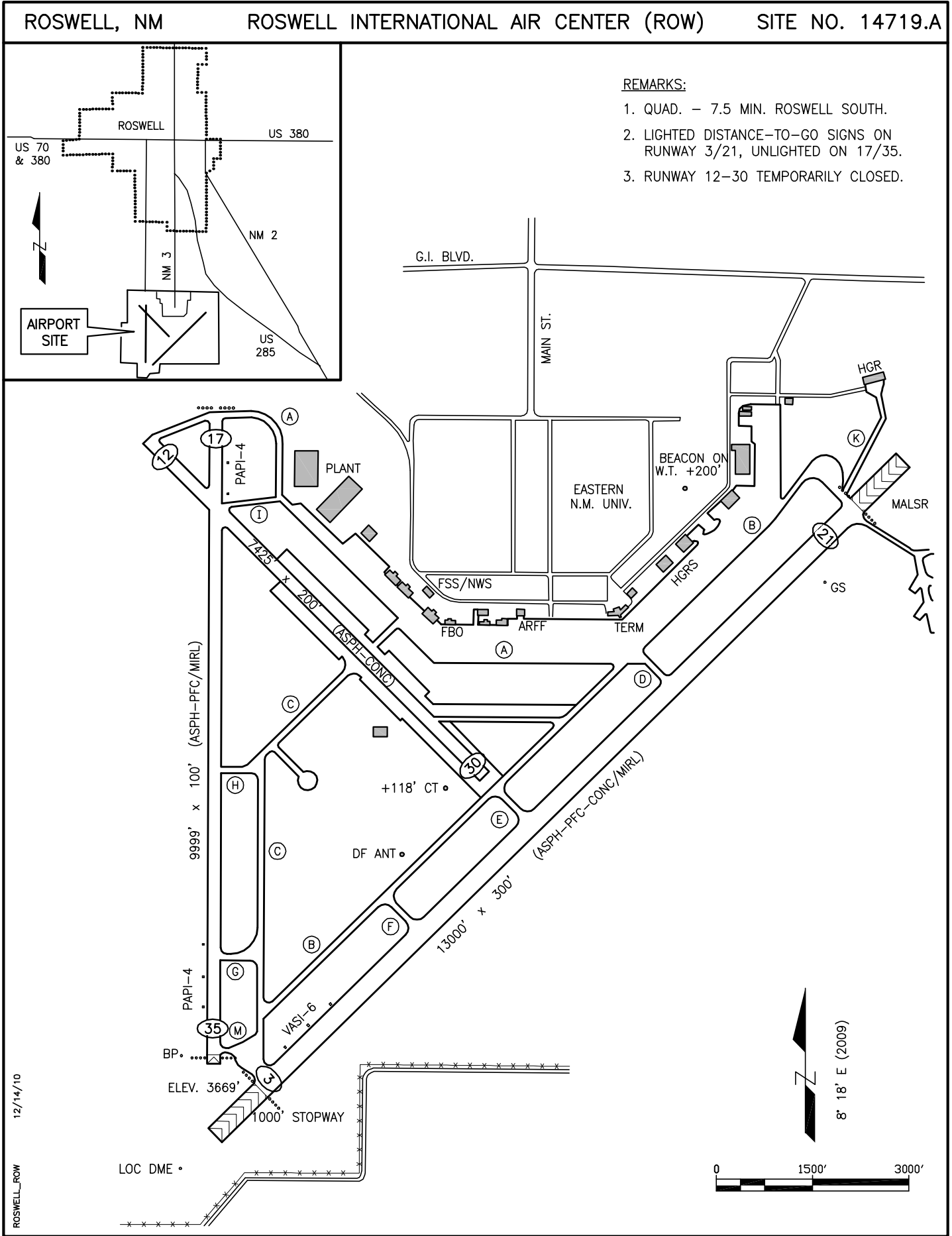


EXHIBIT B PROJECT COST

Project Location

ROW - ROSWELL AIR CENTER

Project Description

AIRFIELD STRIPING

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

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

31.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider 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. (Gonzalez)

BACKGROUND:

Initiated by: Omar Gonzalez

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

FINANCIAL CONSIDERATION:

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

LEGAL REVIEW:

Change order has not been sent for legal review.

BOARD AND COMMITTEE ACTION:

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

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

BLM Change Order No. 3

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

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

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

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

Recommended by:  3.10.2026
Engineer _____ Date _____

Approved by: _____
Owner _____ Date _____

Accepted by: _____
Contractor _____ Date _____

Approved by: _____
State Aviation _____ Date _____

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

NMDOT No. ROW-24-01

CHANGE ORDER NO.: 3

AIRPORT: Roswell Air Center

LOCATION: Roswell, New Mexico

State Approval:

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

AIRPORT: Roswell Air Center Airport

LOCATION: Roswell, New Mexico

JUSTIFICATION FOR CHANGE

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

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



CONSTRUCTORS, INC

Dirt, Asphalt, Concrete, and Utilities Construction

Aggregate and Asphalt Products

Public Works Registration # 0101462009071

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

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

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

PRICE EXCLUSIONS:

PERMITS, ANY WORK NOT SPECIFICALLY STATED ABOVE

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

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

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

Authorized Signature: Mike Martinez

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

Signature: _____

Date Accepted: _____

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

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



CONSTRUCTORS, INC

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

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

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SPONSORS BUDGET ANALYSIS

****CHANGE ORDER 3****

LOCATION: Roswell Air Center

NMDOT PROJECT NUMBER: ROW-24-01

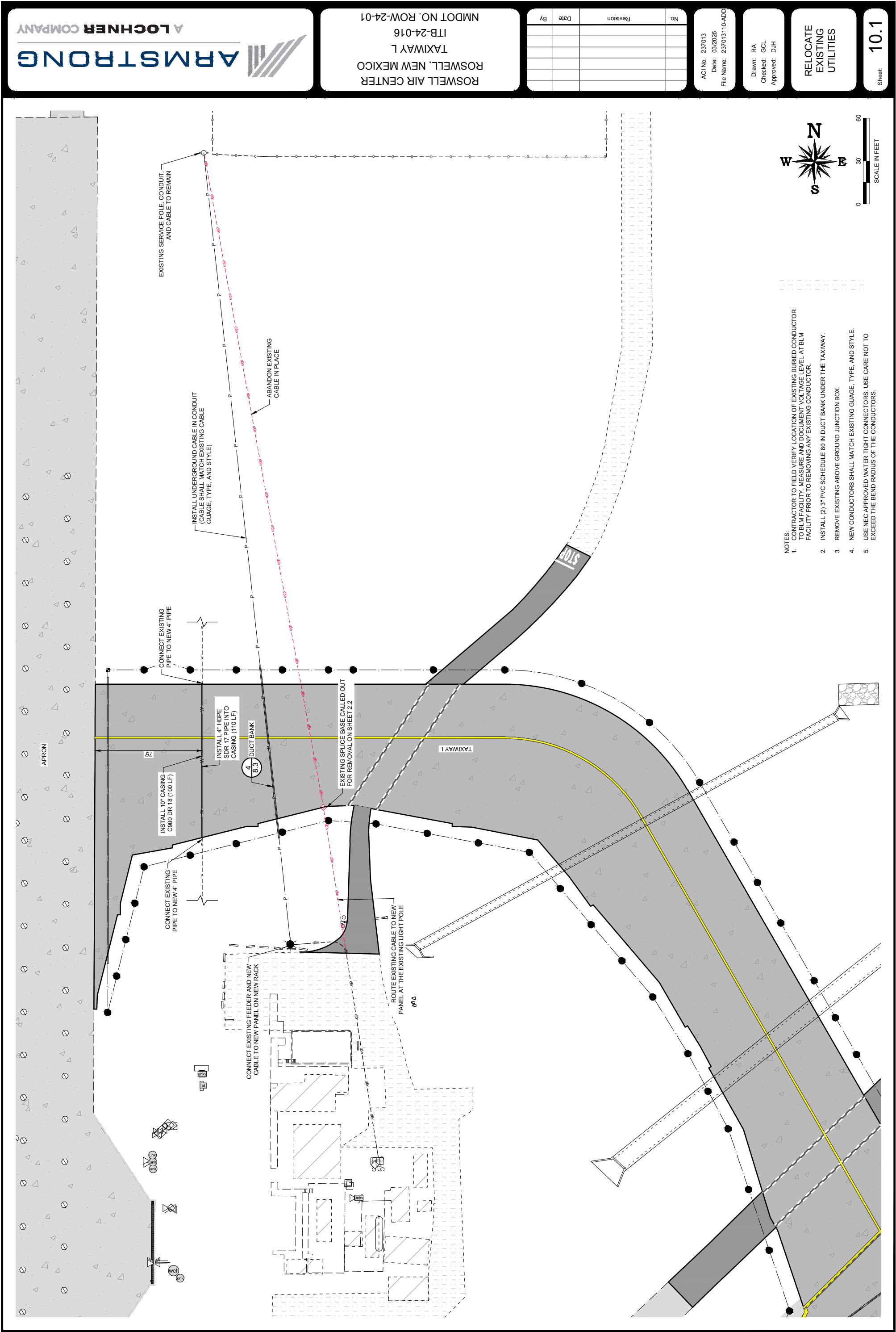
PROJECT TITLE: BLM Taxiway L

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

TOTAL COSTS: \$135,144.69

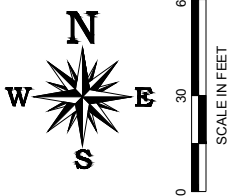
STATE share (100.0%): \$135,144.69

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



NOTES:

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



Sheet 10.1

RELOCATE
EXISTING
UTILITIES

Drawn: RA
Checked: GCL
Approved: DJH

ACI No. 237013
Date: 03/2026
File Name: 237013110-ADD

No.	Revision	Date	By

ROSWELL AIR CENTER
TAXIWAY L
ITB-24-016
NMDOT NO. ROW-24-01



**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Finance Committee

32.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

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

BACKGROUND:

Initiated by: Amalia Martinez

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

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Budget Adjustment Needed

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

Budget Adjustment Needed: \$12,595.25

Current/Original Budget: \$14,497.00

Remaining Budget: \$9,977.59

Requested Amount: \$22,572.84

LEGAL REVIEW:

Not required at this time.

BOARD AND COMMITTEE ACTION:

The Finance Committee is the first to consider this item.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Quote Custom Construction II, LLC.

Custom Construction II, LLC.

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

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

Operator: CUSTOMCO

Type of Estimate:

Date Entered: 3/3/2026

Date Assigned:

Price List: NMRO8X_MAR26

Labor Efficiency: Restoration/Service/Remodel

Estimate: CITY_HALL

Custom Construction II, LLC.

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

CITY_HALL**CITY_HALL**

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

Office

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

Office 2

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

Office 3

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

CITY_HALL

3/18/2026

Page: 2

Custom Construction II, LLC.

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

CONTINUED - Office 3

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

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

33.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider recommending the adoption of Resolution 26-XX approving a budget adjustment for the fiscal year ending June 30, 2026. (Gomez)

BACKGROUND:

Initiated by: Toni Gomez

The New Mexico Department of Finance Administration (DFA) requires governing body approval for any budget adjustment that increases or decreases revenue or expenditures in the approved budget. The finance department is requesting approval of budget adjustments, as summarized in Exhibit "A", to align the City's FY2025-2026 budget with current funding allocations. These adjustments include updates to various grants, transfers, and departmental budgets.

FINANCIAL CONSIDERATION:

Financial Impact (Revenue & Expense): Budget adjustments are reflected across multiple funds and departments as detailed in Exhibit "A". The total impact of these adjustments is summarized below:

Revenue: \$126,320.00

Expenses: \$3,903,241.00

LEGAL REVIEW:

Budget adjustments are reflected across multiple funds and departments as detailed in Exhibit "A".

BOARD AND COMMITTEE ACTION:

Consider recommending the adoption of Resolution 26-XX approving a budget adjustment for the fiscal year ending June 30, 2026.

STAFF RECOMMENDATION:

Staff recommends considering the adoption of Resolution 26-XX approving a budget adjustment for the fiscal year ending June 30, 2026.

Attachments

Exhibit A
Resolution 26-XX

City of Roswell
Budget Adjustment
April 2026

Fund	Department	Category (Revenue/Expense)	Description	Proposed Adjustment (+/-)
General Museum	Police Museum	1101-489115 2611-489100	Donated By Susan Murphy 8 Night Vision Goggles & 2 Sniper Night Vision Clips Fine Art Insurance	83,845.00 42,475.00 <u>126,320.00</u>
General General	Administration Facilities	11014013-614002 11014071-817503	Replace Flooring City Hall Roof	12,595.25 75,669.45
General Cemetery Recreation	Police Cemetery Recreation	11014111-817505 26024411-817505 26154241-614002	Donated By Susan Murphy 8 Night Vision Goggles & 2 Sniper Night Vision Clips Caterpillar 420 Backhoe 2 compressors for the VRV system	83,845.00 150,384.00 34,990.79
Water	Water Maintenance & Transmission	53004354-817506	2 Chevy Silverado Crew Cab Pickups, 1 Internaitonal Dump Truck, 1 Ford F250 Utility Bed Pickup	303,033.00
Water Wastewater Wastewater Public Safety Public Safety	Water Maintenance & Transmission Wastewater Treatment Plant Wastewater Treatment Plant Public Safety Public Safety	53004354-817505 53014355-817505 53014355-817505 55004125-698001 55004125-817503	1 Cat Loader, 2 Sykes Pumps, 2 Backhoes, 1 Hydra-Stop Valve Insertion Equipment Vactor Caterpillar 920 Wheel Loader PNC Bank Fire Trucks Renovation of Station 5	714,316.51 580,527.77 202,041.27 1,695,762.20 50,075.76 <u>3,903,241.00</u>
Museum Museum	Museum Museum	26114221-511110 26114221-654801	Conservation of two-dimensional collection items Conservation of two-dimensional collection items	(123,185.00) 123,185.00 <u>-</u>

RESOLUTION 26-XX

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO, AMENDING THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2026, FOR VARIOUS GRANTS AND OTHER DEPARTMENTS.

WHEREAS, the governing body of the City of Roswell, State of New Mexico, has previously approved a budget for the fiscal year 2025-2026, ending June 30, 2026; and

WHEREAS, the City of Roswell desires to amend said budget for \$126,320.00 in revenues and \$3,903,241.00 in expenses, detailed in Exhibit A and summarized below:

- Various Funds: Revenues \$126,320.00 and Expenses \$3,903,241.00

WHEREAS, it is the majority opinion of the Governing Body that the proposed amended budget continues to meet fiscal requirements as currently determined for the fiscal year 2025-2026.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, hereby adopts the budget adjustment hereinabove described and respectfully requests approval for the same from the Local Government Division of the Department of Finance and Administration, State of New Mexico.

PASSED, ADOPTED, SIGNED, and APPROVED the 2nd day of April 2026.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

34.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Request approval for ratification of five-year strategic plan within the Roswell Fire Department.
(Chavez)

BACKGROUND:

Initiated By: Steve Chaves

Five-year plan was presented in September 2025. Now moving to request ratification of our five-year plan.

FINANCIAL CONSIDERATION:

No actions are being requested at this time.

LEGAL REVIEW:

Not Applicable.

BOARD AND COMMITTEE ACTION:

Finance Committee is the first committee to see this item.

STAFF RECOMMENDATION:

Proceed as requested.

Attachments

RFD Plan

Roswell Fire Department – Strategic Vision and Investment Plan

From the Chief's Desk

To the Honorable Members of the City Council, City Manager, and the People of Roswell,

Our department stands at a crossroads of tradition and transformation. The Roswell Fire Department has long been a proud, professional institution, staffed by some of the most dedicated firefighters, paramedics, and officers in the region. We serve not only as first responders, but as protectors, educators, technicians, and neighbors.

This document represents more than a spending plan. It is our roadmap — a unified vision of where we are, where we must go, and how we intend to get there. Our mission is clear: deliver the highest level of fire, rescue, and emergency medical service with integrity, efficiency, and care.

With this plan, we respectfully ask for your partnership in building a fire department that can meet the demands of a growing city, support the safety and health of our personnel, and take Roswell one step closer to becoming one of the most prepared, cohesive, and resourceful departments in the state — a team built on trust, seamless coordination, and a shared commitment to using every asset in service of our community.

Thank you for the opportunity to serve.

Respectfully,

Steve Chavez
Fire Chief
Roswell Fire Department

Executive Summary

This Strategic Vision outlines the Roswell Fire Department's three-year roadmap for improving emergency response capability, firefighter safety, operational efficiency, and long-term sustainability. It details key initiatives including the pursuit of ISO Class 1, the launch of a city-run ambulance service, critical apparatus and equipment upgrades, fire station infrastructure needs, firefighter wellness improvements, and strategic staffing. The goal is to provide a full picture of department priorities and funding needs in language that is accessible to all city stakeholders.

Who We Are: A Fire Department That Lives Where It Serves

The Roswell Fire Department operates seven fire stations across the city with a committed force of highly trained firefighters, paramedics, and emergency personnel. Our people work 48-hour shifts and live in the stations while on duty. This isn't a 9-to-5 operation — our firefighters sleep, eat, and operate from these buildings for half of their lives. These firehouses are not only work centers, but homes, medical hubs, and staging areas for city-wide emergency response.

Each year, we respond to thousands of fire, rescue, and EMS calls. We cover residential neighborhoods, schools, industrial areas, critical infrastructure like the Roswell Air Center, and miles of rural and county highways. We are also a regional asset for large-scale incidents like hazmat events, flooding, and wildland fires.

Our Vision: Where We're Going

The next three years are about building a stronger, smarter, and safer fire department. That means:

- Achieving ISO Class 1 certification by 2027
- Launching Roswell's own ambulance transport service
- Upgrading every station to support modern, inclusive living for all personnel
- Replacing aging and flood-damaged apparatus with safe, efficient vehicles
- Ensuring all personnel are equipped with modern rescue tools and gear
- Building specialized teams for regional support and disaster response
- Investing in firefighter wellness, safety, and cancer prevention
- Becoming a model of readiness, service, and professionalism in New Mexico

The Path to ISO Class 1: Why It Matters and How We Get There

The ISO (Insurance Services Office) Public Protection Classification is a nationally recognized score used by insurance companies to help determine property insurance rates. Ratings range from 1 (best) to 10 (no recognized fire protection). In our last ISO review, Roswell earned a Class 2 rating with a total score of 82.27 out of 105.5. We need a score of 90 or higher to achieve Class 1 — and we believe it's within reach.

Here's how Roswell scored in the last inspection:

- Emergency Communications: 7.74 / 10

- Fire Department: 38.52 / 50
- Water Supply: 33.06 / 40
- Divergence Penalty: -3.05

Where we can gain points and how we're addressing them:

- Dispatch Circuit Redundancy:
 - We scored 1.57 out of 3. By completing the remodel of our dispatch center and establishing Station 3 and a mobile command unit as additional dispatch nodes, we will have three operational centers — improving disaster redundancy and boosting our score.
- Ladder Company Credit:
 - We scored 2.8 out of 4. The City has already purchased two aerials: Ladder 1 (mid-mount) and a rental used during the flood. We're positioning Ladder 1 (central), Ladder 4 (south), and Ladder 3 (north) for complete coverage.
- Deployment Analysis:
 - We scored 7.66 out of 10. Adding a service truck for a safety officer and better staffing models will help improve response capability and score.
- Company Personnel:
 - We scored 7.19 out of 15. Adding personnel to Station 3 and launching the ambulance service will increase fireground response staffing — giving us more points.
- Hydrant Inspection & Flow Testing:
 - We scored 2.4 out of 7. We are contracting a third-party vendor to flow test 100% of hydrants this year and 20% each year after to build a record of compliance.
- Community Risk Reduction:
 - We scored 4.21 out of 5.5. Our prevention team is working more actively in the schools and documenting every effort for full credit.
- Fire Inspector Training:
 - We scored 3.0 out of 6.0. We're sending more inspectors to certification and CE programs than ever before.

Launching Roswell Fire Department's Ambulance Transport Service

An Investment in Public Safety, Sustainability, and Response Strength

For decades, the Roswell Fire Department has provided high-quality emergency medical response across the city. Our EMTs and paramedics are among the most experienced in the region, and we've built a solid foundation of professional care. But there's a critical piece missing: Roswell does not currently operate its own ambulance transport service.

This means that even when RFD firefighters and medics arrive on scene first (which they almost always do), we must rely on external transport providers to move patients to the hospital. In time-sensitive cases, this creates delay, splits accountability, and limits our ability to provide continuous care.

We believe it's time for that to change.

Why Start a City-Run Ambulance Service?

- Improve Continuity of Care:
 - RFD personnel are already on scene and providing care. Transitioning to a fully integrated ambulance model allows our teams to stay with the patient, reducing errors and improving outcomes.
- Reduce Delays and Gaps in Transport Coverage:
 - Private services may not always be available or staffed appropriately during peak times. RFD transport units will guarantee consistent coverage during high-demand periods.
- Keep EMS Revenue Local:
 - The city is already incurring EMS-related costs (staffing, fuel, supplies), but not receiving transport billing revenue. A city-run ambulance service allows Roswell to recapture these funds and reinvest them into staffing, training, and readiness.
- Add Fireground Staffing and ISO Points:
 - RFD medics on ambulances will also respond to fires and special operations calls, increasing our on-scene personnel and supporting ISO credit for response strength.
- Regional Mutual Aid and Specialty Capabilities:
 - Ambulances can support mutual aid during mass casualty incidents and large regional events. Long-term, this service allows us to position Roswell as a hub for advanced EMS coordination.

What Will It Take?

Launching this service the right way — with professional standards, accountability, and growth potential — requires strategic investment:

Ambulances

- 8 ambulances are needed for initial deployment and reserve rotation
- Mix of Type 1 and Type 3 units to cover urban and rural needs
- Vehicles must be fully equipped with radios, stretcher systems, and drug/security systems

Housing & Facility Modifications

- Station 1 remodel (approved \$1.2M ICIP): Adds 6 dorms and full-size female restroom for EMS integration
- Station 2 planned for FY27 ICIP: Future accommodations for female personnel
- Station 7 truck room bay expansion: Houses ambulances and future in-house mechanic

Personnel & Scheduling

- Staffing phased in with transport rollout
- Cross-staffing models support sustainability and 911 call balance

Ongoing Operational Systems

- EMSRx: QA platform for patient care tracking and compliance
- 9th Brain: CE tracking, accreditation records, and performance coaching tools
- Both systems are already in use and will become recurring operational costs

How This Supports Long-Term Readiness

The ambulance service is more than a revenue tool or convenience — it's a core part of the department's future model. It integrates:

- Fireground support and ISO scoring
- Health data continuity and improved patient outcomes
- Mutual aid support across the region
- Community trust, visibility, and service consistency

Most importantly, it positions the Roswell Fire Department as a comprehensive emergency services provider, capable of operating across every aspect of fire, rescue, and EMS with professionalism, accountability, and community control.

Apparatus Modernization: Building a Safer, Smarter Fleet

Our fire apparatus is the backbone of emergency response. When engines, ladder trucks, or rescue units are delayed, in the shop, or unreliable, every call suffers. Our current fleet includes vehicles that are aging, damaged, or no longer cost-effective to maintain — most notably Engine 5, which has required frequent repairs since the flood of October 2023. It

has been in the shop nine times since then and should have been totaled, but necessity forced us to keep it in service.

To support ISO readiness, reduce maintenance costs, and ensure operational safety, we are prioritizing replacement of key apparatus. Additionally, we're adapting to rural response needs and modern highway demands by seeking lower-maintenance rescue pumpers for extended response areas.

Apparatus Priorities

- Engine 5 – Critical frontline engine nearing end of life and high maintenance burden
- Three Rescue Pumpers – Smaller, faster, more efficient for county and highway use (Stations 1, 2, 6)
- Service Truck – Needed for a dedicated safety officer on structure fire responses (ISO credit)
- ARFF Unit – Current crash truck near end-of-life; 2-year lead time for replacement
- Hazmat Trailer – Outdated, non-functional systems; modern trailer will support regional team
- Two Swift Water Rescue Boats – Needed to establish rescue capabilities safely

Fire Station Infrastructure: Supporting the People Who Live There

Unlike typical municipal buildings, fire stations are full-time residences. Our personnel live and sleep in these buildings for 48 hours at a time — and their comfort, safety, and functionality directly affect performance. Outdated facilities not only compromise morale, but create compliance issues when accommodating mixed-gender crews, specialty equipment, or added EMS personnel.

Current Infrastructure Needs

- Station 1: Remodel funded through ICIP (\$1.2M) to add dorm rooms and female restroom for co-ed EMS crews
- Station 2: Scheduled FY27 ICIP request to add female accommodations and privacy dorms
- Station 4: Ventilation system needed due to smoke infiltration from ARFF engines and persistent roof leaks
- Station 7: Truck room extension required to house ambulances and future in-house mechanic workspace
- All Stations: Ongoing roof repairs needed to protect buildings and meet living standards

Firefighter Wellness and Cancer Prevention

Firefighting is one of the most physically and mentally demanding jobs in the public sector. We are committed to investing in the health and long-term safety of our personnel — not just with equipment, but with programs that keep them strong and supported throughout their careers.

- Cancer Screening Physicals – Upgrading from standard exams (\$37K budget) to full diagnostics (\$82K) to catch cancer early
- Weight Room Equipment – Replacing outdated fitness gear to promote strength, mobility, and pride

Capital Priorities for This Fiscal Year

The following capital investments have been identified as our top priorities for this fiscal year. They are mission-critical to operations, firefighter health and safety, and ISO advancement. We recognize that not all items may be funded at once, but this list represents a balanced, essential starting point for long-term success.

Item	Estimated Cost
1. Engine 5	\$815,000
2. Two Rescue Vehicles	\$645,000
3. One E-Draulics Set	\$72,000
4. Roof Repairs at Stations 1 & 4	\$200,000
5. Firefighter Physicals (Cancer Screening)	\$82,000
6. Dorm Room Beds and Recliners	\$25,000
7. Ventilation System for Station 4	\$100,000
8. Hazmat Trailer	\$125,000

Total Estimated Capital Need: \$2,064,000

How City Council Can Help

City Council and City Manager Chad Cole play a vital role in helping us build the department Roswell deserves. Here's how you can support our plan:

- Advocate for increased operational funding so the Fire Fund is not exhausted by daily needs like fuel, supplies, and training.

- Support our capital funding requests — even partial funding helps move us forward.
- Collaborate with us on state and federal grants to match city contributions.
- Help us secure support for upcoming ICIP infrastructure requests (Station 2, Station 7 expansion).
- Continue engaging with our department to stay informed on our progress and priorities.

Conclusion: A Department With Vision, Purpose, and Resolve

This plan is more than a spending request — it's a blueprint for the next generation of emergency services in Roswell. It shows where we are today, what we need to improve, and how each investment fits into the bigger picture.

Through smart investments in apparatus, EMS, staffing, facilities, and prevention, we are building a department that is medically capable, ISO-ready, and strategically positioned to lead in regional response, internal collaboration, and operational excellence. This vision ensures that we are fully prepared to meet the challenges of a growing and dynamic community — today, and well into the future — while setting the benchmark for what a modern, community-focused fire service should be.

We thank the City Council and City Administration for your ongoing partnership and trust. Together — with our vision and your support — we will lead by example, setting the standard for what a modern, high-performing, and mission-driven fire department should be. Your leadership is not just supporting this transformation — it is making it possible.

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

35.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT:

CHAIR:

Kurt Gass

ACTION REQUESTED:

Consider recommending approval of the RPD Five-Year Strategic Plan for ratification. (Aldana)

BACKGROUND:

Initiated by: Alberto Aldana

The Roswell Police Department proposed the 5-Year Strategic Plan. This will provide the community and the city council members with a view of the future of the Roswell Police Department, and its intent for the next five years.

FINANCIAL CONSIDERATION:

n/a

LEGAL REVIEW:

n/a

BOARD AND COMMITTEE ACTION:

Consider recommending approval of the RPD Five-Year Strategic Plan for ratification.

STAFF RECOMMENDATION:

n/a

Attachments

RPD 5 Year strategic plan

5-Year Strategic Plan for Roswell, NM Police Department

Mission Statement:

To serve and protect the community of Roswell with integrity, professionalism, and transparency, while ensuring the safety and well-being of all residents through community policing, crime reduction, and collaborative efforts with local organizations.

Year 1: Assessment, Foundation Building, and Immediate Needs

- 1. Community Engagement:**
 - **Conduct a Community Needs Assessment:** Survey the local community, community leaders, and business owners to understand their concerns, needs, and expectations of the police department.
 - **Continue Neighborhood Watch Program:** Continue expanding our neighborhood watch program by adding neighborhoods.
 - 2. Staffing & Training Needs:**
 - **Conduct Staffing Analysis:** Assess current staffing levels in comparison to the city's population size and crime trends. Plan for any necessary recruitment.
 - **Training Initiatives:** Continue providing advanced training and keep experienced officers who are train the trainers.
 - 3. Technology & Equipment Assessment:**
 - **Evaluate Current Technology:** Assess current patrol equipment, body cameras, radios, and software tools (like records management or dispatch systems). Create a prioritized list for upgrades or replacements.
 - **Digital Transformation:** Implement or update the records management system (RMS) and crime mapping software to improve efficiency and data transparency.
 - 4. Internal Communications and Policies:**
 - **Review Policies and Procedures:** Update existing department policies on use of force, community engagement, and transparency, ensuring they align with national best practices.
 - **Communication Channels:** Create internal feedback loops to ensure clear communication among officers and leadership.
-

Year 2: Building Capacity & Community Relationships

- 1. Recruitment & Retention:**
 - **Diversify Recruitment Efforts:** Partner with local schools, universities, and veteran organizations to recruit a diverse pool of candidates. Offer incentives such as signing bonuses and educational benefits.

- **Retention Program:** Develop a retention strategy that includes mentorship programs, wellness resources, and career development opportunities to reduce turnover.
 - 2. **Enhanced Community Policing:**
 - **Neighborhood Policing Model:** Shift towards a more community-based policing approach by assigning officers to specific neighborhoods. Officers will become familiar faces in their assigned areas, addressing both crime and quality-of-life issues.
 - **Youth Engagement:** Develop a youth outreach program, including mentorship, summer programs, and school resource officers (SROs) who work with local schools to foster positive relationships with young people.
 - 3. **Crime Prevention Initiatives:**
 - **Expand Community Crime Prevention Programs:** Develop initiatives like neighborhood watch programs, crime prevention through environmental design (CPTED), and the use of technology (e.g., cameras) to deter crime.
 - **Partnerships with Social Services:** Build collaborations with local mental health professionals, addiction services, and other social service organizations to address the root causes of crime.
 - 4. **Mental Health Crisis Response:**
 - **Mental Health Unit:** Establish a specialized crisis intervention team (CIT) within the department to handle mental health crises with trained officers. Partner with local mental health facilities to ensure appropriate care and support.
-

Year 3: Innovation, Technology, and Community Partnerships

1. **Technology Upgrades:**
 - **Body Cameras and Transparency:** Expand the use of body-worn cameras for all officers to increase accountability and transparency. Implement cloud storage and ensure public access to non-sensitive footage through an online portal.
 - **License Plate Readers (LPRs):** Invest in LPR technology for both patrol vehicles and stationary locations to assist in criminal investigations and vehicle-related offenses.
 - **Data-Driven Policing:** Implement predictive policing tools to allocate resources to areas with higher crime rates, while respecting privacy concerns and ensuring data is used ethically.
2. **Partnership with Local Organizations:**
 - **Expand Partnerships with Nonprofits and Social Services:** Work with local charities, addiction centers, housing providers, and community organizations to address homelessness and substance abuse.
 - **Strengthen Relationships with Local Government and Schools:** Foster collaboration with the local government, educational institutions, and business owners to support crime prevention, youth programs, and economic development.
3. **Traffic Safety & Enforcement:**

- **Traffic Safety Campaigns:** Launch traffic safety initiatives targeting impaired driving, speeding, and seatbelt use. Use data analytics to identify high-risk areas for traffic enforcement.
 - **DUI Task Force:** Create a task force to address impaired driving and reduce accidents in collaboration with the New Mexico State Police and local agencies.
-

Year 4: Performance and Accountability, Officer Wellness

1. Performance Metrics:

- **Establish Performance Benchmarks:** Implement clear performance metrics for officers, including response times, clearance rates for cases, and community engagement metrics.
- **Annual Public Reporting:** Provide annual public reports on crime statistics, departmental goals, and progress toward transparency, including efforts to address use-of-force incidents.

2. Officer Wellness & Support:

- **Create Wellness Programs:** Implement a department-wide officer wellness program that includes mental health support, physical fitness programs, and peer counseling services.
- **Support for Families of Officers:** Provide additional support services for officers' families to reduce burnout and provide emotional resilience.

3. Professional Development & Leadership Pipeline:

- **Leadership Development Program:** Develop a formal leadership program that prepares officers for promotional roles and positions of responsibility.
 - **Ongoing Education:** Offer regular advanced training in areas such as criminal law, investigations, and crisis management to keep officers updated on the latest techniques and trends.
-

Year 5: Evaluation and Long-Term Sustainability

1. Strategic Review and Adjustment:

- **Evaluate Progress:** Conduct a comprehensive evaluation of the department's 5-year goals. Review crime trends, community satisfaction, officer performance, and technological progress. Adjust strategies as needed.
- **Community Feedback:** Hold town hall meetings and surveys to assess public satisfaction with the department's services. Identify areas for improvement and celebrate successes.

2. Long-Term Financial Planning:

- **Secure Long-Term Funding:** Work with local government to secure long-term funding for technology upgrades, recruitment, and officer wellness programs.

- **Grant Writing:** Apply for federal, state, and private grants to fund specialized programs, including community policing initiatives, mental health response, and technology.
 - 3. **Community Legacy Projects:**
 - **Build Lasting Relationships:** Continue to strengthen the bonds between the police and the community through collaborative projects, volunteer programs, and civic engagement.
 - **Sustainability:** Create sustainability initiatives that ensure that the gains made over the past five years continue into the future, such as integrating successful programs into everyday operations and ensuring funding for future growth.
-

Key Metrics of Success:

- Reduction in overall crime rates (violent and property crimes)
- Increased public satisfaction and trust in the police department
- Increased officer morale and reduced turnover
- Enhanced community-policing efforts and engagement with marginalized groups
- Greater use of technology to improve service delivery and transparency
- Stronger collaboration with social services, local government, and schools

GOAL	TOPIC	DESCRIPTION	TIMELINE	PROPOSED COST
1	PD BUILDING	REPAIR/REMODEL/NEW	1-3 YRS	\$20MIL/\$15MIL/\$45MIL
2	TECHNOLOGY AND EQUIPMENT	NEW CAD AND RMS	CAD 2YRS	\$800K-\$1 MIL
3	RETENTION PROGRAM	INCREASE LONGIVITY PAY	2 YRS	\$500- \$1000 PER QUALIFIED SERVICE TIME
4	BODY CAMERAS	RENEW CONTRACT	3 YRS FROM NOW	\$100K PER YEAR
5	LICENSE PLATE READERS	IN CAR CAMERAS AND LICENSE PLATE READERS TO TIE WITH RTCC	5 YRS	\$150K PER YEAR
6	SPEED CAMERAS	3RD PARTY COMPANY/ SPEED MONITORING SYSTEM	1-2 YRS	\$100K PER YEAR
7	CITY WIDE/RPD WELLNESS AND SUPPORT CIVILIAN	CREATE NEW POSITION TO OFFER 24/7 SERVICES	3-4 YRS	\$60K SALARY PER YR
8	VEHICLES	OBTAIN FIVE VEHICLES PER YEAR TO INCLUDE OUTFITTING	2-5 YRS	\$375K-\$400K
9	REAL TIME CRIME CENTER	SOFTWARE MAINTENANCE AGREEMENT FOR WHEN CONTRACT ENDS	3-5 YRS	\$250K PER YR
10	LATERAL BONUS	DRAW IN OFFICERS WITH EXPERIENCE	OVER 5 YRS	\$10K PER YR/5 YR
11	RECRUITING BONUS	FOR EMPLOYED OFFICER REFERAL 5,000 OVER 1-5 YRS		\$1,000 PER YR

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Finance Committee

36.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Request for committee ratification and approval of the proposed five-year business plan to guide organizational direction and long-term planning. (Thompson)

BACKGROUND:

Initiated by: Bobbi Thompson

Roswell Air Center's five-year business plan, designed to guide organizational growth, financial sustainability, and strategic development.

FINANCIAL CONSIDERATION

Ratification of the five-year business plan does not incur immediate costs, future projects and initiatives outlined in the plan may require budget allocations and/or external funding sources, including grants, and will be brought forward for approval as needed.

LEGAL REVIEW:

N/A

BOARD AND COMMITTEE ACTION:

Presented to the Finance Committee on December 4, 2025, as a non-action item.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

5-Year Business Plan



FIVE-YEAR BUSINESS PLAN

Airport Director Bobbi Thompson
Email: b.thompson@roswell-nm.gov



EXHIBIT TABLE OF CONTENTS

- A) LEASE SUMMARY
- B) CATCHMENT AREA
- C) CAPITAL IMPROVEMENT PLAN
- D) AIRPORT LAYOUT PLAN
- E) STRATEGIC PLAN GOALS STATUS

Five-Year Business Plan

Comprehensive Guide for Launching and Growing the Roswell Air Center in Roswell, New Mexico.

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Executive Summary

This business plan outlines the strategy, objectives, and operations for establishing and growing a successful international airport. It provides a roadmap for achieving financial stability, market penetration, and long-term sustainability. The plan includes an overview of the business concept, market analysis, organizational structure, product/service offerings, marketing approach, financial projections, and risk assessment.

In addition, the plan emphasizes the importance of strategic partnerships, regulatory compliance, and innovative infrastructure development to support the airport's growth ambitions. By leveraging advanced technology, fostering workforce development, and prioritizing safety and security measures, the Roswell Air Center is poised to attract key stakeholders and deliver a superior experience for airlines, passengers, and business partners alike. These initiatives collectively lay the groundwork for a resilient and adaptable aviation enterprise that can respond to evolving industry demands and contribute meaningfully to the region's economic vitality.

Strategic Overview

This business plan details the comprehensive strategy for launching and advancing a successful international airport. It defines clear objectives and operational guidelines essential for establishing the Roswell Air Center as a leading aviation hub.

Building upon this foundation, the plan emphasizes the implementation of strategic initiatives focused on financial stability, innovative infrastructure development, and robust market penetration. By leveraging technology, fostering workforce excellence, and ensuring regulatory compliance, the Roswell Air Center is prepared to meet evolving industry demands and deliver a superior experience for all stakeholders. These efforts, underpinned by a commitment to safety, sustainability, and partnership, will drive operational excellence and position the airport for enduring success in the competitive aviation landscape.

Strategic Framework for Airport Development

The business plan presents a comprehensive strategy designed to guide the launch and advancement of the Roswell Air Center as an international airport. Central to this approach is the articulation of essential objectives that will shape the airport's growth and development. These objectives serve as the guiding principles for all major initiatives, ensuring that each phase of the airport's evolution remains focused on its core mission.

To support the realization of this vision, the plan details operational guidelines that are vital for establishing the Roswell Air Center as a prominent aviation hub. These guidelines encompass the standards, procedures, and best practices necessary for efficient and effective airport

management. By implementing these operational guidelines, the airport positions itself to deliver consistent value to stakeholders while maintaining high levels of safety, compliance, and service quality.

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By clearly defining the airport's strategic direction, this plan provides a structured framework for achieving its vision of leadership in the aviation sector. The objectives set forth within the plan form the foundation for informed decision-making and operational execution. This ensures that every aspect of the airport's development—ranging from infrastructure investments to workforce development—aligns with the overarching goal of positioning the Roswell Air Center as a leader in aviation.

In alignment with this strategic foundation, the plan advances into actionable pathways that fortify the airport's financial stability and competitive standing. By integrating revenue diversification, cost containment measures, and progressive growth strategies, Roswell Air Center aims to secure its place as a dynamic force in the aviation industry. These initiatives are complemented by ongoing market analysis and adaptive organizational structures that allow the airport to anticipate industry shifts and respond proactively. Through this holistic approach, the plan not only builds upon the established operational guidelines, but also sets the stage for expanding market reach and sustaining long-term success, ensuring that every aspect of the airport's operations contributes to its enduring viability and leadership in the sector.

Path to Financial Stability

The plan sets forth a roadmap designed to achieve financial stability. This approach includes the deliberate planning and management of revenue streams to ensure consistent and reliable income for the airport. In conjunction with revenue planning, the plan outlines comprehensive cost management strategies aimed at optimizing operational efficiency and maintaining financial discipline throughout all airport activities.

Central to this roadmap are sustainable growth initiatives that support the airport's long-term viability. By prioritizing responsible expansion and investment, these initiatives are intended to reinforce the financial foundation of the Roswell Air Center, securing its ability to thrive in a competitive aviation environment while maintaining its commitment to operational excellence and service quality.

In parallel with these financial measures, the plan incorporates ongoing evaluation and adaptation of fiscal strategies to address dynamic market conditions and industry trends, ensuring the airport remains agile and forward-looking. This proactive stance is further reinforced by a commitment to transparency and stakeholder engagement, fostering trust and alignment as the Roswell Air Center pursues both immediate objectives and long-term ambitions. By integrating these elements, the business plan positions the airport to not only solidify its financial footing but also to invest purposefully in initiatives that drive growth, enhance competitiveness, and support sustainable market penetration, all while upholding the highest standards of operational integrity and responsibility.

Market Penetration and Sustainability

A core component of the business plan is the deliberate expansion of the airport's market reach. To achieve this, the airport will implement targeted strategies designed to strengthen its position within the aviation sector. These strategies focus on identifying and capturing new market

Page | 3 opportunities while reinforcing the airport's existing presence.

At the same time, the plan emphasizes the importance of maintaining a steadfast commitment to sustainability. All market expansion efforts are balanced with initiatives that ensure long-term environmental, operational, and financial viability. By integrating sustainable practices into its growth plans, the airport aims to support its ongoing success and secure its role as a responsible and resilient leader in the industry.

Building on these priorities, the plan details how Roswell Air Center will leverage collaborative partnerships and innovative technologies to further enhance its reach and reputation within the aviation industry. By fostering alliances with key stakeholders, including airlines, service providers, and regulatory authorities, the airport will be able to anticipate emerging trends and adapt its offerings to meet evolving market demands. This collaborative approach will not only drive business growth, but also facilitate the adoption of best practices that promote operational excellence and environmental stewardship. In addition, the integration of advanced technologies—ranging from digital infrastructure improvements to sustainable resource management—will enable the airport to streamline operations, improve customer experience, and uphold its commitment to responsible development. Through these initiatives, Roswell Air Center seeks to establish itself as an attractive destination for both new and existing partners, ensuring its continued relevance and competitiveness in a rapidly changing sector.

Key Elements of the Plan

- Business Concept Overview: An outline of the foundational idea and vision for the airport's development.
- Market Analysis: Evaluation of industry trends, target markets, and competitive landscape.
- Organizational Structure: Description of the management and operational framework supporting the airport's objectives.
- Product and Service Offerings: Summary of the core services and value propositions provided to customers and stakeholders.
- Marketing Approach: Strategic initiatives to promote the airport and attract tenants, airlines, and partners.
- Risk Assessment: Identification and evaluation of potential challenges to ensure proactive mitigation.

Business Description

Roswell Air Center

5500-acre commercial Part 139 airport.

Roswell, New Mexico

Mission Statement: Roswell Air Center (ROW) is the cornerstone of aviation and economic development with our abundant airspace, year around weather and exceptional runways and infrastructure. Our mission is to promote successful aeronautical and industrial services for our stakeholders. Our goal is to become the preferred aviation destination in the region while maintaining self-sustainability.

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Organization and Management

ROW is owned and operated by the City of Roswell

The airport management team consists of a Director, a Deputy Director, an Air Center Supervisor, property manager, airport maintenance staff, airport security personnel and administrative support.

Teamwork for Results

Teamwork forms the core of a successful organization. At Roswell Air Center, every member of the team is empowered to deliver their best performance, knowing that support from colleagues is always available when needed. This environment of trust and autonomy enables individuals to exercise sound judgment in any situation, fostering a workplace where dedication and enjoyment go hand in hand. Through collaboration and mutual encouragement, ROW ensures that hard work and a positive, engaging atmosphere are not mutually exclusive, but rather integral to achieving organizational success.

By fostering a culture where each individual is valued for their unique contributions, ROW empowers employees to inspire and innovate within their roles. The ripple effect of this shared enthusiasm extends beyond the workplace, impacting guests, the community, and fellow team members. This commitment to inclusivity and active participation strengthens the organization, as employees freely share ideas that drive continuous improvement and success, cementing ROW's reputation as a dynamic and forward-thinking aviation destination.

Inspire and Innovate

At Roswell Air Center (ROW), fostering a culture of inspiration and innovation is a central value that shapes the organization's success. Every employee possesses unique talents and passions that contribute to a vibrant workplace. With each interaction, whether with guests, community members, or colleagues—employees have the opportunity to spark a positive ripple effect, reminding one another of the significance of their work and the impact they have on those around them.

ROW recognizes the importance of active participation from every team member. Employees are encouraged to freely share their ideas, knowing that their contributions play a vital role in driving the organization forward. By valuing each individual's input and creativity, ROW cultivates an environment where innovation thrives, and every employee feels empowered to help shape the future of the Air Center.

This dedication to collective ingenuity seamlessly aligns with ROW's strategic priorities, guiding the Air Center's direction over the next five years. As employees innovate and collaborate, their

contributions become foundational to achieving organizational goals, whether by enhancing safety and security, optimizing facilities for the future, or elevating the customer experience. Through this shared commitment, ROW not only strengthens its internal community but also advances as a regional leader in aviation excellence, ensuring continued growth and sustainability for all who depend on and benefit from the Air Center's success.

Strategic Priority Overview

Strategic priorities provide the framework for the direction of ROW over the next five fiscal years. With a holistic focus across the whole organization, the priorities provide clarity on the intent of how ROW will achieve its vision.

- *Safety and Security* – Create a safe and secure environment for everyone that utilizes the Air Center.
- *People* – Bolster our employees who are the current and future strength of our organization.
- *Facilities for the Future* – Optimize existing facilities and plan and construct new infrastructure to address market demand through the implementation of an aggressive Airport Capital Improvement Program (CIP) and encourage private equity investment.
- *Financial Stewardship* – Establish a culture of fiscal integrity; responsibly manage our business cost, diversify our revenues, engage commercial business opportunities, and pursue grant funding.
- *Air and Cargo Service* – Retain and increase existing and new opportunities.
- *Customer Experience* – Provide a positive environment and experience for all.
- *General Aviation* – Support the current limited general aviation activities and develop structures and services to attract increased operations and activities.
- *Sustainability* – Operate and manage the airport with an all-inclusive approach reflecting sustainability policies and practices while maintaining environmental stewardship.

Safety and Security

ROW has a strong history of implementing comprehensive safety and security measures that are essential for operating a commercial service airport around the clock. The airport has recently enhanced its capabilities by adding 24-hour security personnel, as well as acquiring larger and more efficient Aircraft Rescue Fire Fighting (ARFF) equipment. These advancements represent a significant upgrade in overall safety and emergency response readiness.

Proactive strategies in policing, security, and fire prevention are central to the mission of the airport's security and fire departments. The airport prioritizes preparedness for all types of hazards, ensuring that staff and systems are equipped to respond effectively to any emergency situation. The safety and security plan encompasses not only immediate response to emergencies but also establishes continuity of operations protocols to address incidents that may have long-term effects on airport operations.

ROW continually seeks to improve safety and security by considering both design and technology as key opportunities. With the ongoing development of new technologies, the airport embraces innovations that enhance safety, strengthen security, and create positive experiences for customers. Facility and infrastructure improvements are evaluated for their potential to integrate

advanced technological and environmental design elements, further supporting the airport's commitment to maintaining the highest standards in safety and security.

In tandem with these advancements, the airport prioritizes ongoing staff development and operational readiness by regularly updating emergency response protocols and investing in specialized training for personnel. This dedication to continual improvement ensures that the workforce remains agile and well-prepared to address emerging challenges, while fostering a collaborative environment rooted in shared organizational values. By integrating innovative infrastructure with robust personnel strategies, the airport is well-positioned to anticipate and effectively meet the evolving needs of its customers and stakeholders.

People

ROW acknowledges that our people are the cornerstone of maintaining and operating a world-class airport. We are committed to upholding and strengthening our organizational values, which serve as the foundation for fostering collaborative and supportive relationships throughout the workplace.

To cultivate a vibrant and engaged workforce, we prioritize ongoing staff engagement by consistently recognizing and valuing the contributions of every team member. By doing so, we enhance the overall employment experience and sustain the passion that drives our organizational values forward.

Establishing a forward-focused framework is essential to ensuring our workforce remains aligned with the evolving needs of the organization. This approach includes strategic succession planning, comprehensive training programs—including cross-training opportunities—and proactive recruitment and retention efforts. Through these initiatives, we ensure that our team is equipped to efficiently and effectively support the airport's mission now and into the future.

As ROW embraces this commitment to its people, the ongoing development of facilities and infrastructure is equally vital for meeting current demands and anticipating future growth. By integrating strategic workforce initiatives with expansion plans—such as enhancing auto parking, upgrading rental car operations, and evaluating terminal improvements—the airport ensures a seamless experience for both staff and travelers. This holistic approach allows ROW to balance operational excellence and employee engagement while proactively addressing aging infrastructure and evolving customer expectations. Through coordinated planning, financial stewardship, and continuous improvement efforts, ROW is positioned to foster a resilient, innovative environment that supports both its workforce and the broader community it serves.

Facilities for the Future

To ensure that ROW remains responsive to market changes and poised for future growth, it is crucial to proactively enhance airport facilities. Strategic planning for the evolving needs of our customer base is essential, and growth targets must be deliberately pursued. This approach requires close coordination, management, and financial support for the Capital Improvement Program (CIP), the new Airport Master Plan, potential terminal expansion or construction of a new terminal, as well as landside development projects.

Understanding the travel patterns and preferences of our passengers is a priority and will be actively explored. Improvements to auto parking facilities are necessary to better accommodate travelers and potentially increase revenue. Additionally, enhancing rental car operations and associated services is recognized as a key element in addressing customer expectations and operational efficiency.

The current airport terminal, now over 50 years old, faces challenges related to updated security standards, the addition of new air carrier operations, and growing passenger volumes. As a result, expansion of the existing terminal or the construction of a new terminal is identified as a high priority to meet these demands.

Addressing aging infrastructure across the airport will require ongoing monitoring, thorough analysis, sufficient funding, and timely repairs. ROW intends to seek State and Federal Grants to maintain or, when necessary, replace critical assets such as ramps, taxiways, and runways. A comprehensive review of all airport buildings, both leased and unoccupied, will inform decisions regarding the financial implications of repairing or removing these structures. The current lease and occupancy report, referenced in Exhibit A, provides valuable insights into the airport's real estate status.

Finally, ROW will maintain ongoing communication with Spaceport to explore all available options and opportunities for collaboration and development.

As ROW advances its facilities for the future, a continued emphasis will be placed on leveraging technology and design to create adaptable infrastructure that supports both air service and cargo activities. Thoughtful integration of automated systems and upgraded amenities will streamline operations, preparing the airport to accommodate additional airlines and expanded destinations in response to regional growth. Collaboration with stakeholders, including city planners, transportation providers, and commercial partners—will foster a dynamic environment where both passenger and cargo services can thrive. While focusing on the ongoing enhancement of physical assets and operational processes, ROW will also pursue innovative solutions for sustainability and efficiency, ensuring that each development contributes to the long-term vitality of the airport, the city, and the surrounding region.

Air Service and Cargo

Retaining and expanding both commercial air service and cargo operations are critical to supporting the ongoing development of the airport, the city, and the region as a whole. Currently, passenger growth faces limitations, largely attributable to reliance on a single carrier serving only one destination. Although passenger enplanements have shown continued growth in 2025, challenges such as higher-than-average rates, frequent flight delays, and cancellations are having a tangible effect on the airport's future growth trajectory.

In an effort to address these challenges, strategic initiatives are underway to attract additional airlines and expand the number of available destinations. These efforts are intended to diversify the airport's offerings, enhance connectivity, and better serve the needs of the traveling public.

Cargo activity at the airport remains minimal, consisting primarily of limited charter flights handling the off-loading or transportation of materials. To stimulate growth in this sector, airport staff have

initiated the exploration of reinstating a foreign trade zone. This measure aims to attract larger cargo operators on a consistent basis and establish the airport as a more significant player in the regional cargo market.

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Near-term objectives include the pursuit of pre-cleared nonstop flights from Canada as well as the accommodation of narrow-body aircraft from Mexico and Central America. These targeted efforts are designed to broaden the airport's international reach and foster a more robust and sustainable air service portfolio.

The ongoing growth and long-term sustainability of air service at the airport depends on cultivating strong partnerships, maintaining open lines of communication, and effectively marketing to the catchment area (Exhibit B). To this end, the airport will continue to pursue new partnerships and reinforce existing relationships through focused marketing campaigns and active coordination with State Tourism. These combined strategies will position the airport to better meet the transportation needs of the region while supporting economic growth and development.

Financial Stewardship

ROW in recent past months and going forward is to be maintained on the principle of financial self-sufficiency. Revenues are generated from aircraft parking fees, aircraft landing fees, facility rentals and land leases, concessions and other service charges. Airport revenues are highly regulated by the federal government and can only be used for qualified purposes. Budget planning addresses major capital improvement projects to repair, rehabilitate or replace infrastructure, roadways, terminal buildings, other facilities and major equipment. Funding for major capital projects includes grants, capital appropriations, customer facility charges, passenger facility charges, non-aeronautical revenues, or airport funds.

Budgetary operating expenses will be prioritized to be within the range of four to six percent annually with a plan to maintain sufficient reserves to withstand major revenue interruptions. In recent months staff have been working diligently to update our lease template and ensure all tenants have leases that are up-to-date, and lease payments that are current. Additionally, we have initiated discussions with current tenants regarding their interest in making capital improvements and private equity investments in the airport in new or existing facilities.

Effective financial stewardship also relies on ongoing evaluation of revenue streams and expense management. Regular audits and benchmarking against similar airports will help identify opportunities for efficiency and improvement. The airport will further explore alternative funding sources, such as public-private partnerships and new concession opportunities, to diversify income and strengthen long-term financial stability.

Looking ahead, ROW will complement its financial stewardship efforts by actively engaging with tenants and private partners to explore collaborative investment opportunities that support infrastructure upgrades and operational enhancements. By leveraging feedback from stakeholders and analyzing industry best practices, the airport aims to implement innovative financial strategies that promote resilience and adaptability. These forward-thinking initiatives, combined with a commitment to transparency and sound fiscal management, will help safeguard the airport's ability

to serve the region's transportation needs, foster economic development, and ensure sustainable growth into the future.

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In addition to prudent financial management, ROW recognizes that fiscal stability directly supports its ability to deliver an outstanding customer experience and foster growth in general aviation and sustainability initiatives. As the airport advances its operational priorities, investment in technologies and amenities that elevate passenger satisfaction will be aligned with budgetary goals, ensuring that enhancements are both impactful and cost-effective. This approach includes strategic allocation of resources toward innovations such as real-time information systems, improved communication channels, and modernized facilities, all designed to reinforce ROW's reputation as a welcoming gateway to the region. Moreover, by maintaining transparent financial practices and engaging stakeholders in ongoing dialogue, ROW aims to create a dynamic, resilient environment that attracts new tenants, supports diverse aviation activities, and upholds its commitment to environmental stewardship. Ultimately, these integrated efforts will position the airport to meet the evolving needs of travelers and the community while securing a prosperous and sustainable future.

Customer Experience

The airport plays a pivotal role in shaping the first and last impressions of individuals traveling to and from the region. Recognizing this responsibility, we are dedicated to fostering an environment defined by kindness, respect, safety, and security, ensuring that all members of our diverse customer base feel welcome and valued. Our objective is to provide every traveler with a memorable and positive journey through our facility.

To achieve this, we are committed to delivering exceptional customer service, striving for continuous improvement and aiming to reach award-winning standards. This commitment includes the proactive adoption of innovative approaches designed to elevate the overall travel experience. Key initiatives to enhance communication include keeping travelers informed through timely updates on social media platforms, the airport website, clear and effective signage, and regular e-blasts. These channels help ensure passengers have access to the latest information, contributing to a seamless and stress-free journey.

In addition, we are actively exploring the integration of advanced technologies to further improve the customer experience. The planned implementation of self-service kiosks and real-time flight information displays is intended to streamline the passenger process and minimize wait times. By making timely updates and convenient services readily available, we aim to enhance both the efficiency and satisfaction of our travelers.

Furthermore, we recognize the value of ongoing feedback in refining our services. Regularly gathering input through customer surveys and interactive engagement platforms will enable us to adapt and evolve our offerings to meet changing expectations. Through these measures, we are committed to creating a welcoming, responsive, and modern airport environment that prioritizes the needs and experiences of every traveler.

As we look ahead, our focus on enhancing the customer experience will naturally extend to supporting the revitalization of general aviation at the airport, recognizing that exceptional service

and upgraded amenities are essential to attracting new GA tenants and users. By aligning customer service initiatives with forthcoming improvements in hangar facilities, maintenance operations, and fuel pricing, we seek to create a comprehensive and inviting environment for all aviation enthusiasts, whether commercial or general aviation. This integrated approach underscores our commitment to serving the entire aviation community, fostering growth, and ensuring that every visitor to the airport, from business travelers to recreational pilots, benefits from an atmosphere of excellence, convenience, and hospitality.

General Aviation

ROW currently faces significant challenges in attracting general aviation (GA) tenants, users, and amenities. The primary issue is a shortage of suitable GA hangars, which directly impacts the airport's ability to serve GA customers. The absence of adequate facilities has limited the growth and presence of GA activity at the airport.

To address these deficiencies, ROW has initiated discussions with private investors with the goal of improving and expanding useable GA facilities and services. Presently, the focus is on developing new hangars, enhancing aircraft maintenance operations, and offering competitive fuel prices to better serve the GA community.

In addition to these infrastructure improvements, ROW is actively researching regional market demand and trends for both GA and corporate aviation activity. This parallel effort is intended to ensure that any investments or enhancements made are aligned with the current and future needs of the aviation market, thereby positioning ROW as a more attractive destination for GA tenants and users.

Recognizing that infrastructure upgrades and expanded amenities are only part of the solution, ROW is also committed to fostering a vibrant, inclusive general aviation community through ongoing stakeholder engagement and collaborative planning. By supporting a diverse mix of aviation activities, facilitating networking opportunities among pilots and operators, and encouraging educational initiatives, the airport aims to create an environment where GA tenants and users feel valued and supported. These efforts, combined with targeted investments in facilities and services, are designed to stimulate growth, enhance the overall appeal of the Air Center, and reinforce ROW's role as a regional leader in general aviation. This holistic approach not only promotes financial sustainability but also aligns with ROW's broader mission to balance operational excellence with environmental stewardship and long-term community benefits.

Sustainability Initiatives

We are committed to operating and managing the Air Center using a holistic approach that prioritizes financial sustainability. This principle guides our decision-making processes, ensuring that all operational and developmental activities are conducted with an eye toward long-term fiscal responsibility. By carefully balancing resources and expenditures, we seek to secure the airport's future and maintain its ability to serve the community effectively.

Sustainability is a key focus within our operational planning and development efforts. Our team is actively evaluating a range of initiatives aimed at reducing the airport's environmental footprint. These include implementing energy-efficient upgrades to our facilities, adopting responsible water

management practices, and expanding recycling programs throughout the Air Center. Each of these measures is designed to minimize our impact on the environment while supporting the ongoing growth and success of the airport.

By embracing sustainable practices, we strive to achieve a balance between development and environmental stewardship. Our goal is to ensure that both the airport and the surrounding community benefit from our commitment to sustainability, creating lasting positive outcomes for current and future generations.

Building on these sustainability initiatives, we are also proactively identifying, assessing, and mitigating risks that could impact our operations and long-term objectives. Through regular staff training focused on risk awareness and preparedness, as well as ongoing compliance checks and market research, we are strengthening our capacity to respond to evolving challenges. By diversifying our offerings and maintaining reserve funds, we are further safeguarding our financial stability. Periodic reviews of our risk management protocols ensure we remain resilient in the face of market fluctuations, competition, and regulatory changes, enabling us to uphold our commitment to operational excellence and community service.

Risk Assessment and Mitigation

Key Risks

The primary risks faced by the organization include market fluctuations, increased competition, operational challenges, and regulatory changes. Each of these factors has the potential to impact the airport's ability to maintain stable operations and achieve long-term objectives.

Mitigation Strategies

To address these risks, the organization is committed to diversifying its offerings, ensuring that a broad range of services and amenities are available to meet varying market demands. Maintaining reserve funds is another critical strategy, providing a financial buffer to help manage unexpected challenges and fluctuations.

Ongoing market research and compliance checks are regularly undertaken to stay informed of changing industry trends and regulatory requirements. These efforts ensure that the organization remains agile and responsive to external pressures.

Regular staff training programs focused on risk awareness and response preparedness are implemented to equip team members with the knowledge and skills needed to identify potential threats early and respond effectively. This proactive approach helps minimize negative impacts on operations.

Periodic reviews of risk management protocols are conducted to adapt to evolving challenges. By continually assessing and updating these protocols, the organization strengthens its operational resilience and ensures sustained success in a dynamic environment.

As we look ahead, our commitment to rigorous risk management not only supports the airport's ongoing stability but also reinforces the foundational values that guide our organization. By integrating systematic assessments, responsive planning, and continuous improvement into our

daily operations, we foster an environment where teamwork, respect, and recognition flourish. This approach enables us to navigate uncertainty with confidence, empowering our staff to contribute their best while upholding the principles that define our culture and drive our mission forward.

Core Values: Principles That Direct Our Conduct

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Teamwork for Results

Teamwork serves as the foundation of our organization's success. We believe that trust among staff members is essential, empowering the team to perform at its highest level and achieve optimal results, regardless of the challenges or tasks at hand. Within our workplace, every team member is empowered to deliver their best work. This empowerment is grounded in the assurance that support is always available and that each individual has the autonomy to exercise their best judgment in any situation. By cultivating an environment of trust, support, and independence, we enable staff to confidently address their responsibilities and make meaningful contributions to our collective success.

We recognize that dedication and enjoyment can coexist. By working diligently while maintaining a positive atmosphere, our team not only accomplishes goals but also finds satisfaction and enjoyment in daily activities.

Respect and Recognition

Respect and recognition are fundamental values that underpin our organizational culture, and they are extended and received by all team members. We foster a respectful environment where open and courteous communication prevails, no matter the topic or circumstances. This approach reflects our belief that every individual plays a vital role in fulfilling our mission.

The ROW Team is committed to acknowledging and celebrating positive contributions by employees, whether achieved individually or as part of a team. Recognition is woven into our culture to emphasize the significance of each person's efforts. Additionally, staff members consistently seek to understand diverse perspectives before making decisions, ensuring that all viewpoints are considered. This practice encourages informed decision-making and strengthens mutual respect within our organization.

Inspiration and Innovation

Every Air Center employee possesses the capacity to inspire and innovate. Through their unique talents and passions, team members have the ability to spark a ripple effect of positive influence throughout the organization. Each interaction is a reminder of the meaningful impact our work has on colleagues and the City. By valuing the influence of every employee and encouraging open sharing of ideas, ROW affirms that all staff actively contribute to the organization's success.

Looking ahead, our dedication to inspiration and innovation is upheld by a culture that supports ongoing learning and adaptability. We encourage team members to embrace new ideas and seek opportunities for growth, nurturing an environment where creative solutions and continuous improvement are valued. This shared commitment elevates our workplace and ensures we remain

responsive to the evolving needs of both our colleagues and the City, reinforcing our reputation as a forward-thinking and impactful organization.

Enthusiasm for Excellence

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Maintaining a positive attitude is a driving force behind our achievements at ROW. We believe that enthusiasm for excellence is crucial in every task our staff undertakes. By approaching each responsibility with energy and commitment, we not only highlight the value of each employee's contributions but also reinforce our dedication to continuous improvement.

In our collaborative environment, every individual's efforts matter. This commitment to ongoing improvement ensures we are always striving to do better, with each new opportunity providing a chance to surpass previous accomplishments. By embracing these values, we set standards of excellence that others within the airport aspire to emulate, further demonstrating our commitment to outstanding performance and organizational growth.

As we advance, our steadfast pursuit of excellence is evident in both our accomplishments and the supportive atmosphere we create. By encouraging one another and celebrating milestones, whether large or small, we strengthen our collective resolve and inspire each other to reach new heights. Nurturing a culture where motivation and dedication are the norm, we ensure our team remains resilient and adaptable, prepared to meet the evolving challenges of our dynamic environment while upholding the high standards that define ROW.

Facilities for the Future

To ensure that the Air Center remains adaptable and continues to prosper in a changing marketplace, we are deeply committed to the optimization and ongoing development of our facilities. Our strategy encompasses both the enhancement of current infrastructure and the pursuit of new projects, all guided by a robust capital plan that is specifically designed to address today's needs while anticipating future requirements.

This proactive approach allows us to provide reliable support for our existing tenants, ensuring that their operational demands are consistently met. At the same time, our focus on facility improvement and expansion strengthens our ability to attract new businesses, reinforcing the Air Center's position as a desirable and competitive location within the industry.

By prioritizing investments in our facilities, we establish a solid foundation that supports sustainable growth. Our unwavering dedication to these efforts is essential for maintaining a dynamic environment that appeals to both current and prospective partners, securing the long-term success of the Air Center.

As we look to the future, our commitment to facility excellence extends beyond immediate improvements, embracing innovation and adaptability to accommodate the evolving needs of our stakeholders. By closely monitoring industry advancements and regularly engaging with tenants, users, and community partners, we are able to identify emerging opportunities and respond proactively with targeted upgrades and strategic expansions. This forward-thinking mindset ensures that the Air Center does not merely meet current marketplace demands but is also well-positioned

to anticipate and address the challenges of tomorrow, enabling us to deliver exceptional value and maintain our reputation as a leader in aviation infrastructure and service.

Terminal Building Needs and Challenges

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The ROW terminal building, constructed in 1975, has played a pivotal role in supporting airport operations for many years. While the facility was originally designed to meet the needs of the airport at the time of its opening, it now faces significant challenges that must be addressed to align with modern regulatory requirements and to provide an enhanced customer experience.

A critical issue currently affecting the terminal is a shortage of available space. The recent addition of a second airline, along with the necessary support services and personnel, has placed substantial pressure on the existing infrastructure. As a result, the terminal does not have adequate capacity to accommodate the growing demands associated with security, baggage processing, ground operations, and passenger services.

Over the years, advancements in technology, shifting expectations among passengers, and changes in security protocols have surpassed the capabilities of the terminal's original design. These developments have led to operational constraints, including outdated infrastructure, insufficient space for essential passenger services, and inefficiencies that hinder both staff and traveler experiences. Overcoming these obstacles is essential to upholding the Air Center's reputation for reliability and excellence.

Given these considerations, there is an urgent need to expand and modernize the terminal building. Such improvements are necessary to ensure the facility can continue to meet current operational requirements while also preparing to support future growth and evolving standards.

To address these pressing challenges and maintain the Air Center's commitment to operational excellence, the next phase involves developing a comprehensive terminal improvement plan that incorporates input from key stakeholders and leverages industry best practices. This plan will focus on reconfiguring and expanding existing spaces to optimize passenger flow, enhance security screening areas, and integrate modern amenities that cater to evolving traveler expectations. By adopting innovative design solutions and prioritizing flexibility, the Air Center aims to future-proof the terminal, ensuring it remains a welcoming, efficient, and secure gateway for the community while supporting the broader goals of facility growth and air service development outlined in ongoing strategic initiatives.

Airport Auto Parking

The Airport currently provides several auto parking areas designated for public use, offering both short-term and long-term parking options. At this time, visitors can utilize these parking areas without incurring any charges, as there are no fees associated with their use.

All parking facilities at the Airport are uncovered, and the condition of the paved parking lots has deteriorated significantly, leaving them in very poor shape. Compounding this issue, the lighting throughout these areas is inadequate during nighttime hours, resulting in concerns about visibility and overall public safety.

To address these challenges, immediate attention is being directed toward maintenance and lighting improvements in the parking facilities to ensure the safety of the public. While several approaches are under consideration for generating future revenue from parking—including the possibility of outsourcing management to an external vendor—these discussions and reviews are scheduled to occur during the FY2027 planning cycle.

In addition to resolving immediate concerns related to facility maintenance and enhanced lighting, the Airport is also exploring long-term strategies aimed at improving the overall visitor experience and increasing operational efficiency. As planning advances toward the FY2027 review, any prospective changes to parking management or fee structures will be carefully evaluated to maintain a balance between public safety, accessibility, and sustainable revenue generation. The overarching objective is to ensure that airport parking remains convenient and secure for all users, while continuing to support the growth and competitiveness of the Air Center.

Looking ahead, the Airport recognizes that enhancements to parking infrastructure not only elevate the safety and convenience for travelers but also play a pivotal role in supporting future air service growth initiatives. With anticipated increases in passenger traffic driven by strategic partnerships and the expansion of air routes, it is essential that parking solutions are scalable and integrated into broader airport development plans. By proactively aligning parking improvements with projected operational needs, the Air Center can ensure seamless access for visitors, facilitate efficient ground transportation connections, and reinforce its reputation as a forward-thinking gateway. This all-inclusive approach to infrastructure planning will enable the Airport to accommodate rising demand, optimize user experience, and contribute meaningfully to the sustained economic vitality and connectivity of the region.

Air Service Retention and Growth

Retaining and expanding commercial air service activities are essential to advancing the region's economic development and ensuring the long-term success of the Air Center. The ability to grow commercial air service is fundamentally supported by three key pillars: airlines, the airport, and market demand. These pillars are shaped by the economic climate, levels of inbound tourism, and the volume of both business and leisure travel originating from the area.

The Air Center is dedicated to reinforcing and cultivating these pillars throughout its entire catchment area and beyond. This dedication is evident in the ongoing efforts to build strong collaborations with airlines and community stakeholders, all aimed at maintaining, expanding, and attracting a diverse array of air service offerings.

To further enhance air service retention and growth, the Air Center is proactively seeking partnerships with local businesses, tourism organizations, and regional development agencies. These partnerships are intended to synchronize marketing initiatives and service improvements with the evolving needs of the community. By utilizing insights from continuous industry analysis and gathering feedback from airline partners and passengers, the Airport is working to design innovative programs that improve route viability, open up new market opportunities, and support ongoing passenger growth.

Additionally, through focused outreach and engagement strategies, the Air Center strives to remain an appealing and competitive choice for both established and potential carriers. This approach helps foster an environment where air service can flourish, directly contributing to the region's broader economic goals.

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Recognizing the importance of sustained air service retention and expansion, the Air Center integrates these collaborative efforts with a strategic approach that addresses both immediate and long-term objectives. By leveraging data-driven market analysis and fostering ongoing dialogue with airlines, local businesses, and tourism partners, the Airport is able to adapt swiftly to emerging industry trends and regional demands. This adaptability not only strengthens existing service offerings but also positions the Air Center to capitalize on new opportunities for route development and passenger growth. Through targeted marketing initiatives, enhanced service quality, and an unwavering commitment to innovation, the Air Center ensures it remains a preferred and competitive gateway, supporting the continued vitality and connectivity of the region.

Strategic Approach to Air Service Growth

The Air Center is committed to a strategic approach for achieving sustained growth in air service. This approach incorporates short-, medium-, and long-term objectives, each designed to retain and expand air service activities over the next five years. By focusing on strategies that support both current operations and future expansion, the Air Center aims to strengthen its position as a vital regional gateway.

Collaborative Partnerships and Market Development

Central to these strategies is the Air Center's dedication to building collaborative relationships with airlines, local businesses, and tourism organizations. Through these partnerships, the Air Center develops tailored programs that address evolving market needs. Ongoing industry analysis and proactive engagement with community stakeholders enable the Airport to identify and take advantage of emerging opportunities in route development and passenger growth. Targeted marketing initiatives and service enhancements further ensure that ROW remains an attractive and competitive destination for both carriers and travelers. The Air Center's emphasis on adaptability and innovation positions it to navigate market fluctuations and advance air service retention and expansion, thereby contributing to the economic vitality and connectivity of the region.

Retaining and Expanding Air Service

ROW benefits from several positive regional trends that support its continued growth. The area has experienced a notable increase in tourism, largely driven by the popularity of the National Championship Air Races. This influx of visitors is complemented by new business activities and a modest but steady rise in the local population. Additionally, a variety of community events across the region highlight the growing need for expanded passenger capacity and enhanced air service offerings.

As these favorable demographic and economic trends continue, the Air Center is well-positioned to capitalize on rising demand. By strategically aligning air service enhancements with the evolving needs of the community and local industries, the Air Center not only anticipates growth in

passenger volume but also reinforces its commitment to providing reliable, high-quality service that meets regional development and travel expectations.

Proactive Market Monitoring

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The Airport staff maintain a vigilant approach by consistently monitoring industry trends and airline strategies. This proactive stance allows the team to identify and address potential weaknesses or shifts in the market before they impact ROW's air service. By anticipating changes and responding promptly, the Air Center ensures continued adaptability to evolving conditions and readiness to meet both current and future demands.

Building on this vigilant monitoring, the Air Center is committed to ongoing agility by regularly updating operational strategies based on the latest data and stakeholder feedback. This dynamic approach supports continuous improvement in route planning, service quality, and partnership development, positioning ROW to seize new opportunities as they arise. By integrating advanced analytics and maintaining open communication with airline partners and the broader community, the Air Center remains resilient amid industry fluctuations and is well-equipped to deliver sustained value to travelers and the region.

Cargo Operations

Currently, cargo operations at ROW are minimal. However, discussions with specific tenants and emerging businesses indicate a potential for moderate cargo activity over the next five years. In the coming months, staff will be reaching out to major carriers such as FedEx, UPS, DHL, and Amazon to explore these opportunities further.

Looking forward, the Air Center intends to further solidify its role as a regional economic driver by expanding its reach into new market segments and leveraging innovative approaches to air service development. Continued investment in infrastructure upgrades, digital technology integration, and sustainable practices will underpin its efforts to attract additional carriers and diversify its service portfolio. By staying attuned to industry advancements and actively engaging with both established and emerging partners, the Air Center will foster a dynamic environment where passenger and cargo operations can thrive. This forward-thinking strategy not only supports the Airport's goal of long-term growth and resilience but also ensures that ROW remains responsive to the evolving needs of travelers, businesses, and the broader community, strengthening its position as a pivotal gateway for regional connectivity and prosperity.



EXHIBIT A

Summary Report

	Landside	Airside	Land	GA	Totals
Lease Building /Parcels	26	24	24	10	84
Commercial Aeronautical	14	17	14	10	55
Non Aeronautical	12	7	10	0	29

Expiration	Landside	Airside	Land	GA	Totals
Expired	2	2	2	0	6

Status	Landside	Airside	Land	GA	Totals
Active	24	22	22	10	78
Negotiations	2	2	2	0	6
Approval in Process	2	0	1	0	3
Terminating	1	0	0	0	1
Holdover	4	3	2	0	9

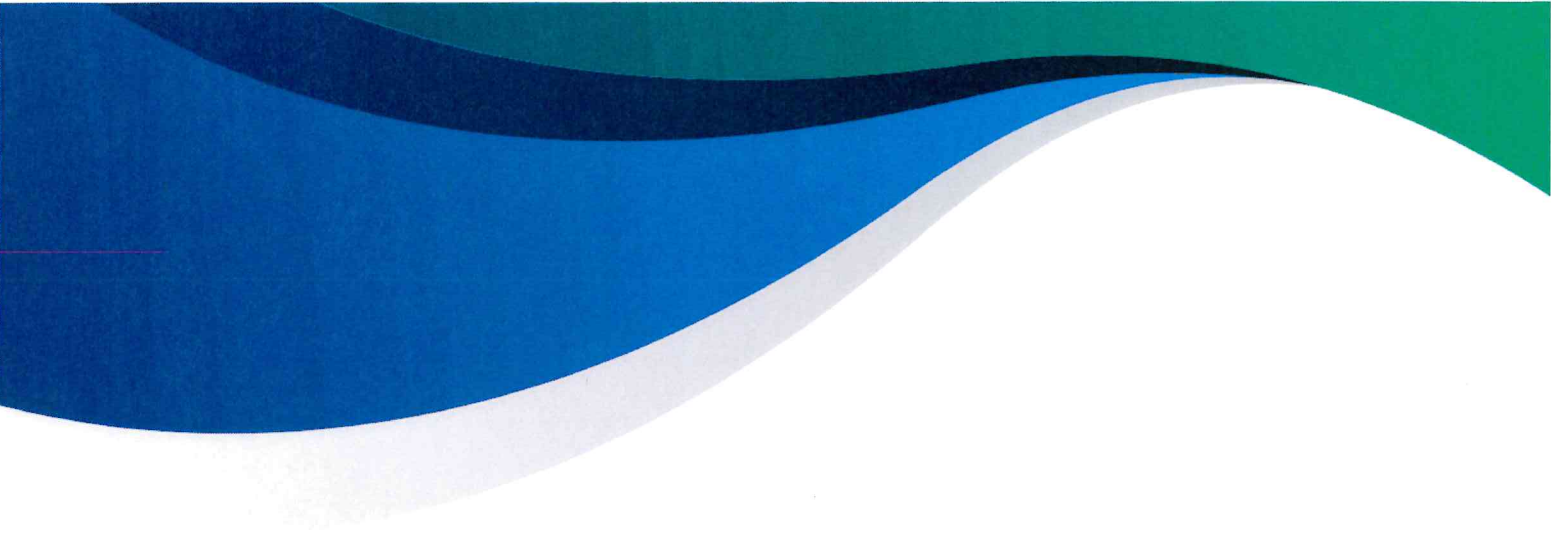
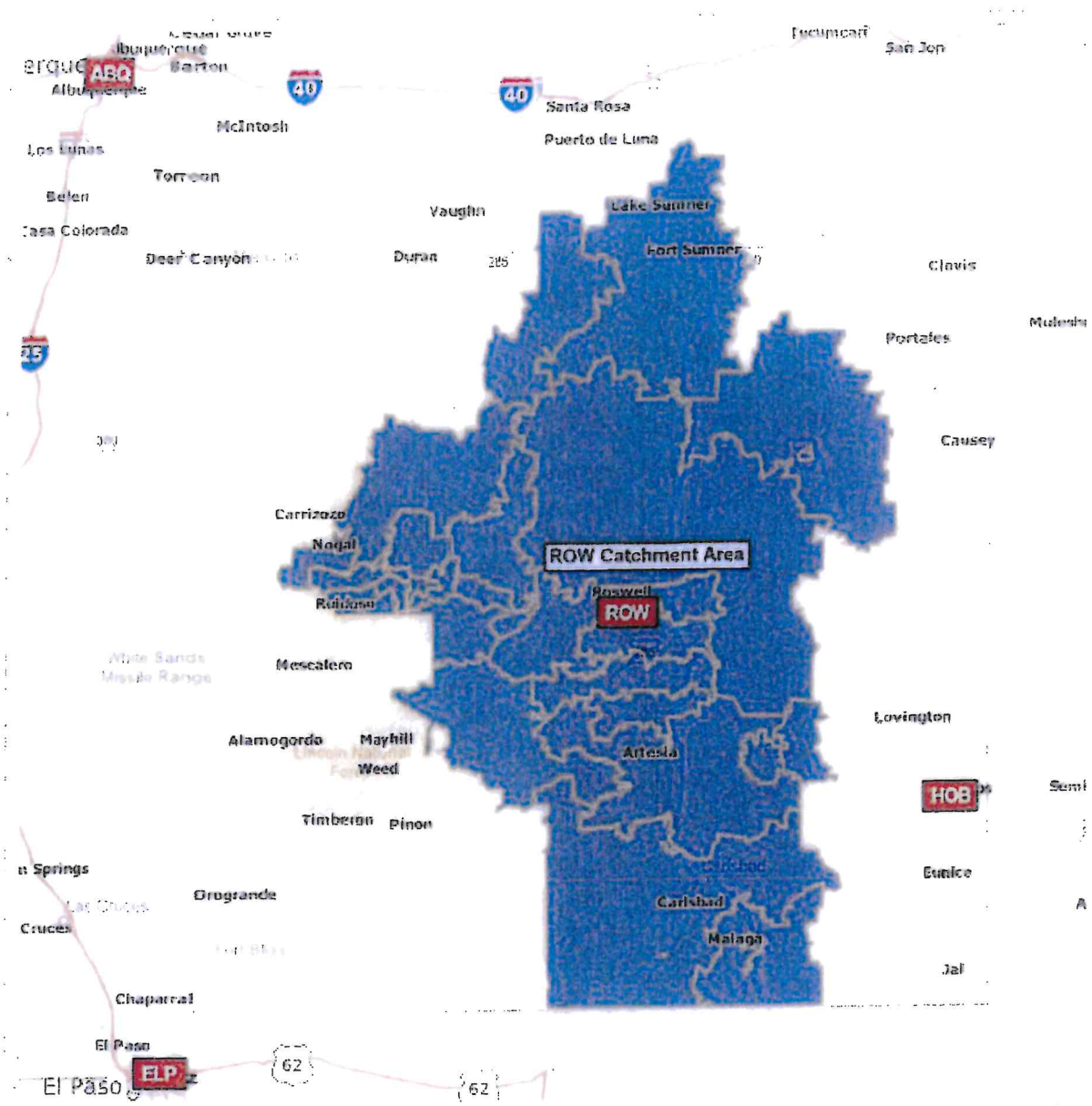


EXHIBIT B



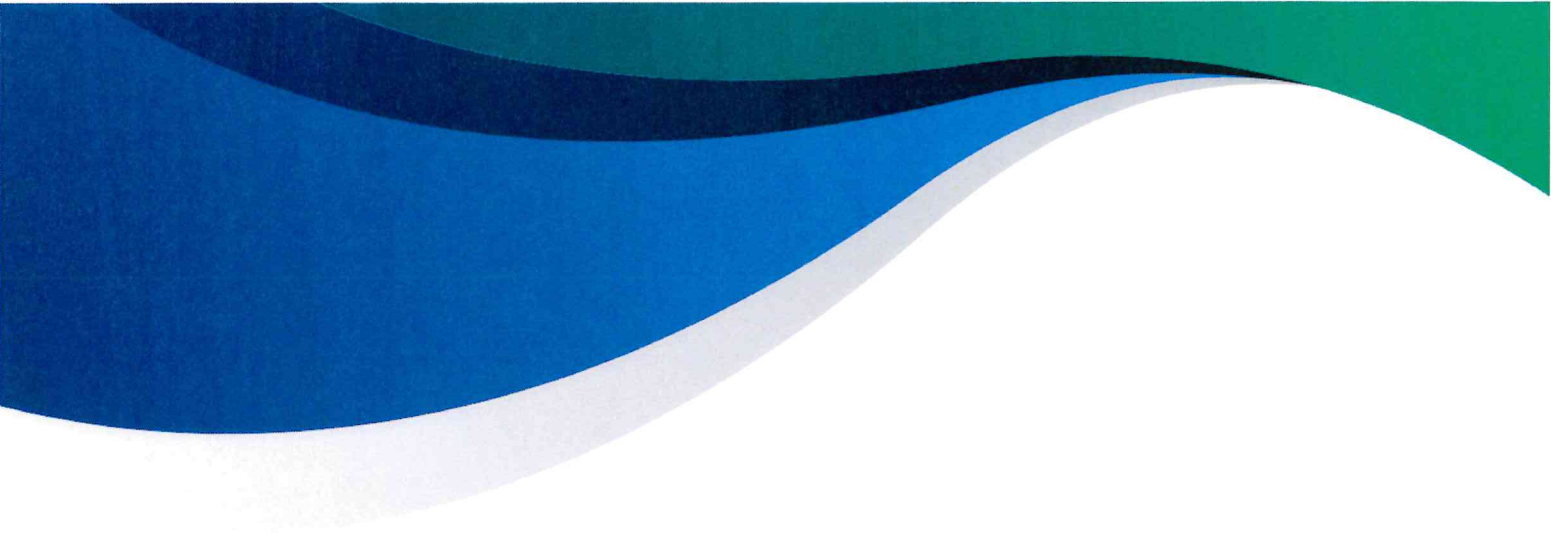


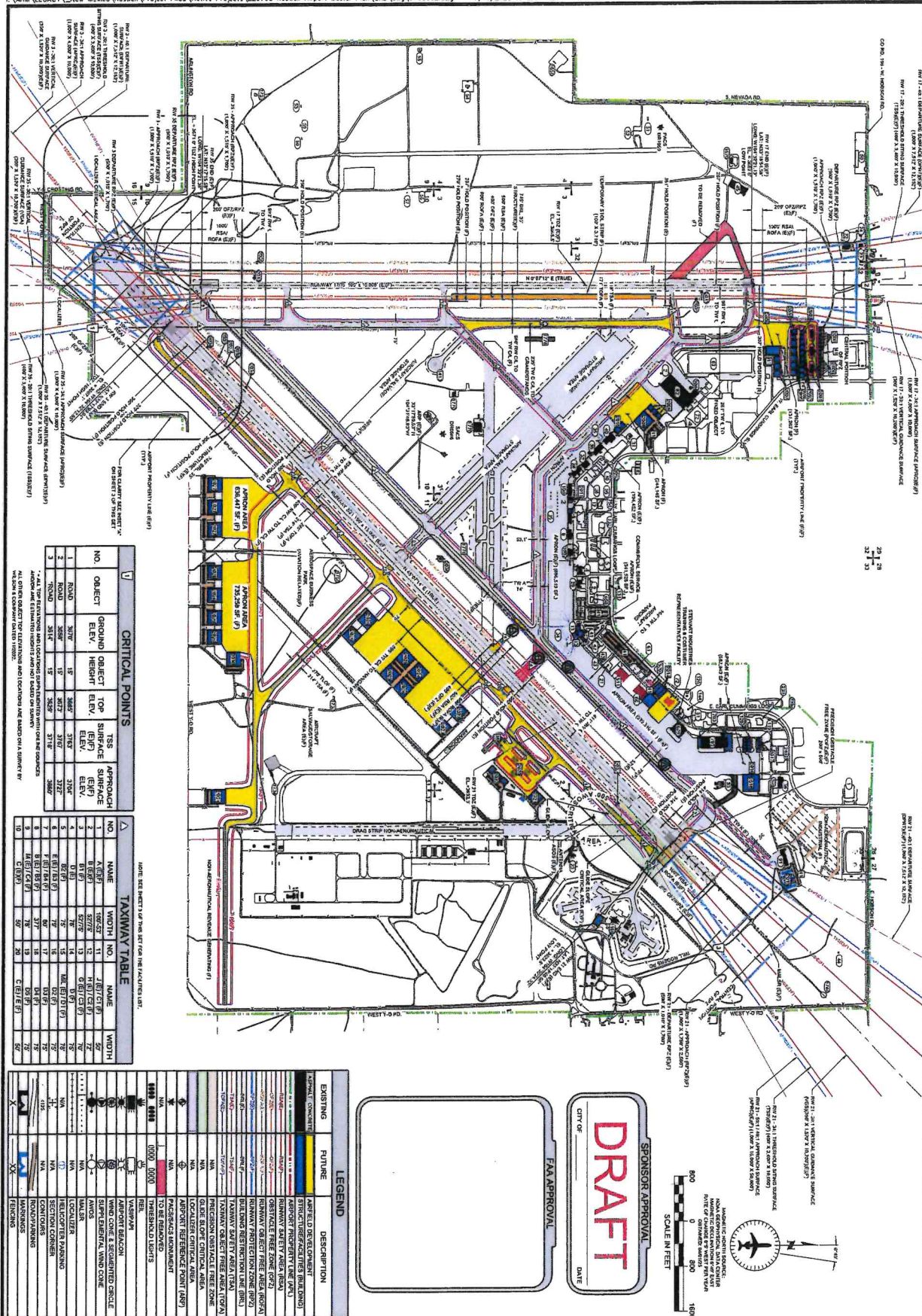
EXHIBIT C

5 Year Capital Improvement Plan (CIP)

Airport Name (LOC ID), ST:			Roswell Air Center (ROW), Roswell, New Mexico			CIP START YEAR:			2026		



EXHIBIT D



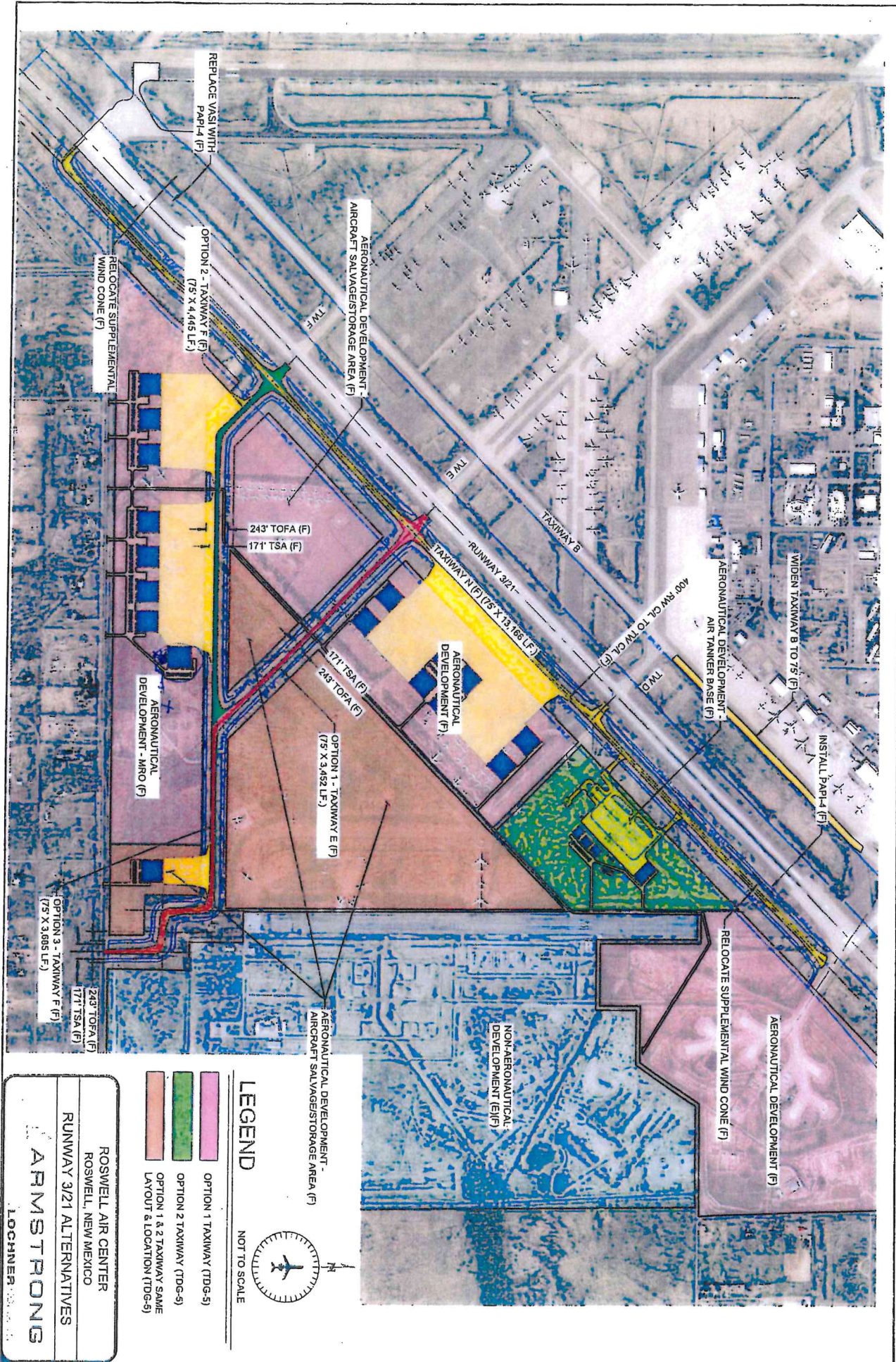




EXHIBIT E

Goals and Objectives	Role Accountable	Year				Future	Note
		2024	2025	2026	2027		
Reinforce Airport Administration Goal 1: By July 2025, recruit, hire and onboard an experienced Airport Director capable of implementing the Airport Strategic Plan.							
Objective 1-1 : By September 2024, review Airport management organizational structure, Airport Director job descriptions, and compensation package to assure market competitiveness.	City Manager	Q3					Complete
Objective 1-2: By December 2024, either proceed with City hiring process or engage an aviation industry management recruiter to identify and recruit qualified Airport Director candidates.	City Manager	Q4					Complete
Objective 1-3: By January 2025, interview qualified Airport Director candidates.	City Manager		Q1				Complete
Objective 1-4: By March 2025, make offer and hire qualified Airport Director	City Manager		Q1				Complete
Objective 1-5: By May 2025, onboard qualified Airport Director to ensure overlap with the current Airport Director.	City Manager		Q2				Complete

Leverage Facility Development Goal 2: By January 2027, Complete an begin implementation of an Airport real estate plan, with a focus on the development of a 100,000 square foot hangar space to accommodate wide-body aircraft and 30 general aviation T-Hangars							
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Goal 3: By January 2027, enhance the type, level, and quality of general aviation products, services, and facilities at the Airport, with a focus on development of commercial self-service fueling capabilities.

Objective 3-1: By August 2025, conduct a survey of past, existing, and prospective based and transient general aviation Airport users to assess the type, level, and quality of current, required and desired general aviation products, services, and facilities.

Objective 3-2: By April 2025, review current FBO agreement to assure existing products, services, and facilities meet agreement terms and conditions. Explore new potential products, services and facilities FBO can provide.

Objective 3-3: By December 2024, conduct an FBO options analysis to study the pros and cons of different means of providing FBO products, services, and facilities.

Objective 3-4: By August 2025, make decision on how future FBO products, services and facilities will be delivered to Airport users.

Objective 3-5: By September 2025, in conjunction with existing and new FBOs and SASOs or airport-provided FBO, market engaged general aviation products, services, and facilities to ensure viability.

Accelerate Aviation Education and Job Growth

City Manager					Q3					Director has extensive experience in GA and fully understands requirements
City Manager					Q2					Multiple conversations have occurred
City Manager				Q4						Complete
City Manager					Q3					Waiting on proposal from existing FBO
City Manager					Q3					

Goal 5: By January 2027, in cooperation with the City, County, Airport tenants, and regional economic development organizations, promote and identify opportunities to leverage Airport facilities and land resources to retain current tenants and attract more community, regional, and national investment. Objective 5-3: By March 2025, conduct a comprehensive search to identify federal, state and local funding sources to support economic development opportunities. Objective 5-5: By December 2024, develop leasing, rents, and fees policy to be approved by the City Council. Objective 5-6L By July 2026, initiate a spaceport Feasibility Study to gain understanding of how the Airport can take advantage of the growing space economy already gaining traction in New Mexico. Objective 5-7: By July 2026, in coordination with Airport investment Task Force, create an Emerging Technologies implementation Plan to better understand the feasibility of advancing emerging technologies such as Advanced Air Mobility (AAM) and High Altitude Platform Systems (Haps) research development at the Airport.	City Manager					Q1				Ongoing at all times with Engineering Contractor
	City Manager		Q4							
	City Manager						Q3			Visit with Spaceport. Spaceport visited here.
	City Manager						Q3			Future work.

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

37.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider ratification of Engineering, Streets, and Special Electronics 5-Year Plans. (MacCornack)

BACKGROUND:

Initiated by: James MacCornack

Finance Committee review and ratification of 5-year plan for Engineering, Streets, and Special Electronics.

FINANCIAL CONSIDERATION:

This is for ratification of 5 year plans only, no financial impact to current budget.

LEGAL REVIEW:

Not applicable for this item

BOARD AND COMMITTEE ACTION:

Overview of these plans were presented at October, 2025 Finance Committee. Written plans are now presented for ratification.

STAFF RECOMMENDATION:

Consider ratification of Engineering, Streets, and Special Electronics 5-Year Plans

Attachments

Engineering 5-Year Plan
Streets and Special Electronics 5-Year Plan



Engineering

**City of Roswell Engineering Department
5 Year Plan
October 2025**



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seeroswell.com

Engineering Department

Overview

The Engineering Department is responsible for project development, design, and construction management and oversight. Engineering supports all other City departments through the entire life cycle of capital project design and construction, from design (whether in-house design or utilizing engineering vendors) to bidding and construction.

Executive Summary

This five-year budget plan outlines a strategic investment in workforce development to ensure the Engineering Department maintains a highly skilled, adaptable, and sustainable workforce. With increasing demands in project delivery, regulatory compliance, and technology integration, the department will prioritize:

- Training and development of new and existing employees
- Establishment of a structured talent pipeline
- Succession planning for critical roles
- Retention through career advancement opportunities

This plan aligns workforce capabilities with long-term infrastructure and service delivery needs while reducing reliance on external recruitment.

Department Goals:

- Develop a Skilled Workforce
- Provide consistent technical, regulatory, and leadership training
- Ensure all staff meet evolving engineering standards and certifications
- Establish a Talent Pipeline
 - o Create entry-level pathways (internships, apprenticeships, graduate engineers)
 - o Build structured progression from technician → engineer → senior leadership
- Promote from Within
 - o Reduce external hires for mid- and senior-level roles
 - o Implement succession planning
- Improve Retention
 - o Increase employee retention through career development and mentorship
 - o Reduce turnover-related costs
- Staffing & Workforce Assumptions
 - o Department size: 10 employees (engineers, technicians, GIS, inspectors)
 - o Anticipated retirements: 2–3 employees over 5 years
 - o Annual hiring: 1–2 entry-level employees
- Program Details

1. Training & Certifications

- Focus on technical excellence and compliance:
- Professional Engineer (PE) exam preparation
- EIT certification support
- MUTCD, ADA, environmental regulations
- Project management training (PMI, scheduling, budgeting)
- GIS and engineering software training

Outcome: Improved technical competency and reduced outsourcing.

2. Support continued education

- Bachelor's and Master's degrees in engineering or related fields
- Certificate programs (transportation, water resources, GIS, etc.)

Outcome: Build internal expertise and long-term employee loyalty.

3. Internship & Entry-Level Pipeline

- Develop early-career workforce:
- Partnerships with local colleges and universities
- Paid internships and co-op programs

Outcome: Reliable pipeline of trained candidates familiar with municipal operations.

4. Recruitment & Outreach

- Strengthen hiring efforts:
- Career fairs and university partnerships
- Branding the department as an employer of choice

Outcome: Increased applicant pool and improved hiring quality.

5. Mentorship & Succession Planning

- Formalize knowledge transfer:
 - Pair junior staff with experienced personnel
 - Document key processes and institutional knowledge
 - Identify and track high-potential employees

Outcome: Reduced knowledge loss and stronger internal promotion readiness.

Implementation Timeline

- Year 1–2: Foundation Building
 - Begin structured training plans
 - Identify critical roles for succession planning
- Year 3–4: Expansion
 - Scale development program
 - Increase internal promotions
 - Strengthen university partnerships

- Year 5: Maturity
 - Fully functional talent pipeline
 - Majority of mid-level roles filled internally
 - Measurable improvements in retention and performance

Financial & Operational Benefits:

- Reduced recruitment and onboarding costs
- Increased productivity and project delivery efficiency
- Improved employee morale and retention
- Enhanced institutional knowledge continuity
- Stronger long-term organizational stability

Estimated Cost Assumptions:

- Average cost for training per year: \$10,000–\$20,000 (varies by need and desired outcome)
- 5-Year Total: \$50,00 - \$100,000

Conclusion

- Investing in workforce development is critical to maintaining a resilient and effective Municipal Engineering Department. This five-year plan ensures that the department can meet future infrastructure challenges while fostering a culture of growth, professionalism, and internal advancement.

**City of Roswell Road Department
(Streets and Special Electronics)
5 Year Plan
October 2025**



Streets Department

Overview

The Streets Department is responsible for maintaining approximately 360 miles of roadway infrastructure and managing a fleet of 68 pieces of equipment. This 5-year plan focuses on:

- Sustainable fleet replacement
- Facility maintenance and upgrades
- Strategic investment in the crusher site
- Improving the pavement maintenance cycle

Key Budget Drivers

The key budget drivers that influenced the information included in this 5 year plan are:

1. Fleet Replacement Program

- Existing Streets Department Fleet size: 68 units (including trucks, equipment, trailers, etc.)
- Planned replacement rate: 3–4 units per year to achieve an average 15-20 year replacement cycle

Goal: The goal of this budget objective is to maintain operational reliability and reduce maintenance costs over the long term.

Estimated Cost Assumptions:

Average cost per unit: \$110,000–\$400,000 (varies by equipment type)

Annual Budget Range: \$480,000 – \$850,000

5-Year Total: \$2.4M – \$4.2M

2. Facilities Maintenance & Improvements

Planned investments to the Streets facilities include:

- Metal siding replacement on maintenance barn
- Roof replacements across multiple structures
- Ongoing structural and site improvements

Estimated Costs:

Barn siding replacement: \$250,000 – \$400,000

Roof replacements (multiple buildings phased): \$100,000 – \$200,000 total

5-Year Total: \$350,000 – \$600,000

3. Crusher Site Upgrade (Major Capital Project)

The crusher site is a critical asset for producing aggregate and supporting cost-effective road maintenance. The current equipment at the crusher was installed in 1985 and will require significant investment if City is to keep the crusher operating into the future. Operating the crusher results in gravel and millings material being available for City use, resulting in lower material cost for alley maintenance as well as providing the ability to process millings for re-use on City roadways and parking lots. Based on annual reports of material produced at the crusher, the City saves approximately \$175,000 - \$250,000 per year by having the crusher operating.

Planned investment: \$1.5M – \$2.0M

This project could potentially be phased over 2–3 years

Proposed Phasing Example:

FY1: Engineering/design/permitting – \$250,000

FY2: Initial construction/equipment – \$500,000

FY3: Completion – \$750,000 – \$1.2M

5-Year Total: \$1.5M – \$2.0M

4. Pavement Maintenance Program

- City current maintenance rate: 10–15 miles/year
- Total roadway network: 360 miles
- City current roadway maintenance cycle: 24–36 years



Example of Hot Recycling Process

Key Issue:

Industry best practice is typically 7–15 years, meaning current funding is insufficient to prevent long-term degradation and higher reconstruction costs.

Estimated Cost Assumptions:

Average preservation cost: \$75,000 – \$175,000 per mile (fog seal, overlays, etc.)

Current Annual Budget: ~\$2.3M

Recommendation: To move toward a 15–20 year cycle, increase program to:

18–24 miles/year

Recommended Annual Budget: \$1.5M increase to approximately \$3.8M

5-Year Budget Summary

The table below summarizes the projected 5-year total investment required for this plan.

Category	Annual Range	5-Year Total
Fleet Replacement	\$480K – \$850K	\$2.4M – \$4.2M
Facilities	Varies	\$350K – \$600,000
Crusher Site	Phased	\$1.5M – \$2.0M
Pavement Maintenance	\$2.3M (current) \$1.5M increase – \$3.8M (recommended)	\$11.5M – \$19M

Current Funding Scenario: \$15.75M – \$18.3M

Recommended Funding Scenario (improved pavement cycle): \$23.25M – \$25.8M

Strategic Goals

The strategic goals addressed in this plan are:

1. Stabilize Fleet Condition

Maintain a consistent replacement cycle to avoid spikes in repair costs and downtime.

2. Protect City Facilities

Address deferred maintenance to prevent more costly structural failures.

3. Modernize Crusher Operations

Investing in the crusher site will:

- Reduce material costs long-term
- Improve project efficiency
- Support increased pavement maintenance capacity

4. Improve Pavement Condition Index (PCI)

Increasing annual miles treated will:

- Extend pavement life
- Reduce future reconstruction costs
- Improve ride quality and safety

Risks of Maintaining Current Funding Levels

- Continued deterioration of road network
- Increased long-term reconstruction costs
- Higher vehicle maintenance costs due to aging fleet
- Potential facility failures from deferred maintenance

Conclusion

This 5-year plan balances asset preservation, operational efficiency, and long-term cost control. The most critical funding gaps are in the pavement maintenance program, where increased investment will yield the greatest return by avoiding significantly higher future reconstruction costs as well as the fleet replacement, where increased investment will result in reduced operating and fleet repair costs over time.

Special Electronics

Overview

The Special Electronics Department is responsible for the installation, maintenance, and operation of critical traffic control infrastructure, including:

- Traffic signal systems
- School zone flashing beacons
- Streetlights
- Traffic data collection and studies

This department plays a key role in ensuring roadway safety, traffic efficiency, and regulatory compliance.

Key Budget Drivers

The key budget drivers that influenced the information included in this 5 year plan are:

1. Maintain System Reliability

The intent and long term goal is to move to a more proactive maintenance process and rapid response to signal failures. This will result in a reduction of emergency repair incidents as well as minimize after hours call outs. This will be accomplished by introducing smart signal infrastructure to the existing traffic signals throughout the City. This will include remote monitoring and communication systems to enable real-time diagnostics and system alerts. Required components and improvements include:

- Fiber optic or wireless communication systems (intent is to piggyback on real time crime center infrastructure where appropriate)
- Signal controllers with advanced communication capability
- Central traffic management software

Estimated Cost Assumptions:

Average cost per unit: \$5,000–\$10,000 (varies by equipment type and signal location)

Annual Budget Range: \$40,000 – \$80,000 (assuming 8 locations installed per year)

Software Cost Range: \$25,000 - \$50,000 depending on functionality

5-Year Total: \$300,000

2. MUTCD Compliance Upgrades

Several of the City signalized intersections are not up to date with current Manual on Uniform Traffic Control Devices (MUTCD) standards. This plan includes relatively minor upgrades to signalized intersections that can be accomplished with in-house resources. It is assumed that the City will not be

replacing the entire signal infrastructure at each intersection, but performing upgrades to the existing infrastructure to meet MUTCD minimum standards. This will improve traffic safety as well as improve pedestrian accessibility and safety features. Planned upgrades include:

- Pedestrian countdown timers
- Accessible pedestrian signals (APS)
- Signal head visibility improvements
- Updated signage and markings integration

Estimated Cost Assumptions:

Average cost per unit: \$25,000–\$30,000 (varies by equipment type and signal location)

Annual Budget Range: \$50,000 – \$60,000 (assuming 2 locations upgraded per year)

5-Year Total: \$250,00 - \$300,000

3. Fleet Sustainability

Goal: Maintain a reliable 6-unit fleet through phased replacement and reduce maintenance costs and downtime The department maintains a fleet of 6 service units, including bucket trucks and service vehicles.

Replacement Strategy:

- Replace 1 unit every 2–3 years in order to maintain average fleet age under 10–12 years
- Prioritize high-use and high-maintenance vehicles

Estimated Costs:

Bucket/Signal Truck: \$180,000 – \$200,000

Service Pickup: \$50,000 – \$80,000

5-Year Fleet Plan:

Year 1: Replace 1 Bucket Truck at an estimated cost of \$180,000

Year 2: Replace 1 Service Vehicle at an estimated cost of \$65,000

Year 3: Replace 1 Bucket Truck at an estimated cost of \$200,000

Year 4: Replace 1 Service Vehicle at an estimated cost of \$75,000

Total (5-Year Fleet Investment): \$520,000

Conclusion

This 5-year plan provides a structured and sustainable approach to maintaining and modernizing the City's traffic control infrastructure. Strategic investment in technology, fleet, and compliance will ensure continued public safety, operational efficiency, and long-term cost savings.

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

38.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider ratification of the Solid Waste Department Five Year Plan for Fiscal Years FY27--FY31.
(Chaparro)

BACKGROUND:

Initiated By: Abraham Chaparro

This item was presented at the September 4, 2025 Finance Committee. We have been directed to bring the item forward for consideration of ratification.

FINANCIAL CONSIDERATION:

Not applicable.

LEGAL REVIEW:

Not applicable.

BOARD AND COMMITTEE ACTION:

Recommend forwarding to the City Council for consideration on the Consent Agenda.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Solid Waste 5 Year Plan



5-YEAR MASTER PLAN

CITY OF ROSWELL

ROSWELL MUNICIPAL LANDFILL

Roswell, New Mexico

September 3, 2025

Mr. Abraham Chaparro
Solid Waste Director
City of Roswell
3006 W. Brasher Rd.
Roswell, NM 88203

Re: 46284.25 Roswell Municipal Landfill Five Year Plan

Dear Mr. Chaparro:

Parkhill is pleased to submit the Roswell Municipal Landfill Five-Year Master Plan. This document provides a high-level roadmap to guide the City's solid waste operations through the next five years ensuring continued compliance, operational efficiency, and environmental stewardship.

The plan addresses the following key elements:

- *Regulatory Compliance*: Renewal requirements for the New Mexico Environment Department Solid Waste Facility Permit and Title V Operating Permit.
- *Operations and Infrastructure*: Projections of waste acceptance rates, critical equipment replacement schedules, and the planned construction of Unit 5B.
- *Capital Planning*: Detailed five-year schedule of improvements with an estimated total investment of \$27.7 million.
- *Future Projects*: Recommended upgrades including a landfill gas collection system, roadway paving, administration and maintenance building improvements, groundwater supply well, scale house plaza upgrades, and litter fencing.

Together, these efforts will allow the City of Roswell to safeguard landfill capacity, enhance operational resilience, and meet the evolving needs of the community while maintaining strong environmental protections.

We appreciate the opportunity to support the City in this important planning effort and look forward to assisting with implementation in the years ahead. Please do not hesitate to reach out with any questions or requests for further detail to 505.504.7764.

Sincerely,

PARKHILL

By 
Tyler Zack, PE
Civil Engineer | Associate

TZ/pp

cc: Ms. Debbie Ryer, Solid Waste Administrative Analyst, City of Roswell Solid Waste Department
Ms. Norma Archuleta, Environmental Compliance Officer, City of Roswell Solid Waste Department

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FIGURE 1:	FIVE YEAR CAPITAL EXPENDATURES
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EXHIBITS

EXHIBIT A:	UNIT 3 EROSION REPAIRS AND SITE DRAINAGE IMPROVEMENTS
EXHIBIT B:	SCALEHOUSE PLAZA UPGRADES
EXHIBIT C:	UNIT 5B
EXHIBIT D:	GROUNDWATER SUPPLY WELL
EXHIBIT E:	LANDFILL LITTER FENCE
EXHIBIT F:	MAINTENANCE BUILDING IMPROVEMENTS AND CONSTRUCTION
EXHIBIT G:	LANDFILL GAS COLLECTION SYSTEM DESIGN AND CONSTRUCTION
EXHIBIT H:	ADMINISTRATION BUILDING IMPROVEMENTS AND CONSTRUCTION

1.0 EXECUTIVE SUMMARY

The City of Roswell (the City) Solid Waste Department (the Department) owns and operates the Roswell Municipal Landfill (RML) located at 3006 W Brasher Road in Roswell, NM, approximately 2 miles southwest of the city. The facility lies within Township 11 South, Range 23 East, Section 24 and occupies roughly 340 fenced acres. RML has been in operation since 1980 under NMED Permit No. SWM-040334 as a municipal solid waste landfill, serving Roswell, Chaves County, and limited adjacent areas. The landfill operates Monday through Friday, from 7:30 am to 4:00 pm, 8:30 am to 3:00 pm on Saturdays, and is closed on Sundays.

To support projected growth and continued compliance, the City has requested a Five-Year Master Plan (Plan). This Plan outlines regulatory requirements, expected service changes, associated infrastructure needs, projected timelines, and estimated costs. While this Plan is intended to be a roadmap for the next five years, it is intended to be a flexible framework recognizing operational and regulatory variabilities, and will serve as the basis for more detailed design and planning efforts. The following sections describe the need for each of the foreseen expenditures and Table 1 and Figure 1 provide a summary of the associated costs with each item.

2.0 REGULATORY PERMITTING

The City is required to maintain multiple regulatory permits to ensure the continued compliance and safe operation of the Landfill. These permits govern facility design, waste acceptance, operational practices, environmental monitoring, and emissions management. Maintaining current and valid permits is essential to demonstrate compliance with state and federal regulatory requirements, avoid operational interruptions, and provide assurance of environmental protection.

At present, RML operates under the following primary permits.

2.1 NMED Solid Waste Facility Permit

RML is currently authorized to operate under Municipal Solid Waste (MSW) Landfill Permit SWM-040334. MSW Landfill permits are valid for a 20-year period and RML was issued their permit in 2007. In accordance with 20.9.3.25 NMAC, the application for permit renewal must be submitted no later than 12 months prior to permit expiration. The application for permit renewal must be submitted to NMED on or before October 29, 2026 to maintain compliance with its current permit and the New Mexico Solid Waste Rules.

2.2 Title V Operating Permitting

Municipal solid waste landfills that meet major source thresholds for air emissions, such as RML, are required to obtain a Title V Operating Permit under the federal Clean Air Act and the New Mexico Environment Department (NMED) Air Quality Bureau. The RML Title V permit was last submitted on October 12, 2022. In accordance with 20.2.70 NMAC, the application for permit renewal must be submitted no later than 12 months prior to permit expiration. This timeline requires that the application for renewal must be submitted no later than October 12, 2026. Obtaining and maintaining a Title V permit is essential for regulatory compliance, operational accountability, and supporting the landfill's long-term expansion and sustainability objectives.

3.0 SITE OPERATIONS AND CRITICAL PROJECTS

3.1 Facility Waste Acceptance Rates

RML currently accepts approximately 80,000 tons of solid waste per year. Based on industry standard waste compaction rates and site-specific operational practices, this volume equates to an estimated 125,000 to 145,000 cubic yards of annual airspace utilization under existing waste acceptance and compaction efficiency conditions. These calculations incorporate a range of typical compaction densities achieved by municipal landfills utilizing heavy compaction equipment (generally 1,100 – 1,300 pounds per cubic yard, depending on waste stream and operational efficiency).

Looking ahead, it is reasonable to anticipate that waste volumes will increase as a result of per capita waste generation increases associated with regional economic development. For planning purposes, a 3% per annum growth factor has been applied to the baseline waste acceptance rate. Under this projection, the annual consumption of permitted airspace is expected to increase to as much as 180,000 cubic yards per year (Figure 2) by Fiscal Year 2031 (FY 31).

This projected increase in airspace consumption has direct implications for the long-term operational life of the facility. At current compaction efficiencies and projected growth rates, the landfill will experience accelerated airspace depletion compared to static demand scenarios. Accordingly, ongoing monitoring of incoming tonnage, waste density, and compaction effectiveness will be critical in refining life-of-site calculations and ensuring adequate planning for future cell development, liner system construction, and closure sequencing.

Additionally, it is recommended that the Department consider implementing regular airspace utilization aerial surveys and compaction performance reviews. These efforts will verify assumptions used in the master planning process, identify opportunities for operational efficiency improvements, and ensure that projections remain aligned with actual field performance.

3.2 Equipment Maintenance and Replacement

Compactors, and other equipment, require routine maintenance to maintain efficiency; routine maintenance should include planned rebuilds or replacement at the following approximate intervals based on 302 eight-hour workdays per year:

- Compactors: 15,000 – 20,000 hours (approximately every six to eight years).
- Bulldozers: 12,000 – 18,000 hours (approximately every five to seven years).
- Scrapers: 12,000 – 18,000 hours (approximately every five to seven years).
- Rolloff Trucks: 200,000 – 300,000 miles (approximately every seven to ten years).
- Sideloader Trucks: 200,000 – 300,000 miles (approximately every seven to ten years).
- Rear/Front Loader Trucks: 200,000 – 300,000 miles (approximately every seven to ten years).
- Grapppler Trucks: 200,000 – 300,000 miles (approximately every seven to ten years).
- Supervisor/Support Trucks: 150,000 – 200,000 miles (approximately every ten to fifteen years).

The existing compactor on site is foreseen to be replaced in the next five years. The replacement cost is included in this Plan and is scheduled for FY 27 and has an estimated cost of \$1.6M. This will allow the City to maintain efficient waste compaction at the RML with the potential for both compactors to

operate concurrently. Several support vehicles are also scheduled for replacement over the next five years to strengthen and sustain landfill operations.

3.3 Collection Services

The Department currently utilizes 300-gallon plastic containers for residential waste collection with each bin being shared between multiple dwellings. While these units provide semi-adequate capacity, they present challenges with respect to equipment handling in tight spaces, lack volume during peak waste generating times, and lack compatibility with newer collection technologies. To improve system efficiency, enhance service consistency, and align with industry best practices, the Department proposes a phased transition to 96-gallon roll-out carts for residential customers.

The transition will be structured to achieve an 80% conversion rate within five years, allowing for budgetary planning, procurement, and community adjustment to the new system. Roll-out carts will be compatible with automated or semi-automated collection vehicles, reducing manual handling personnel safety risks, improving collection speed, and providing a more uniform service offering. To support this transition, the Department will implement a vehicle procurement program targeting the acquisition of two new sideload trash trucks per year dedicated to curbside collection services. These sideload vehicles are designed for automated cart pickup, which maximizes the efficiency gains of the roll-out cart system. The phased addition of trucks will ensure that the fleet is modernized gradually, spreading capital costs over multiple fiscal years while ensuring that operational capacity keeps pace with service expansion.

In conjunction with the cart conversion and vehicle acquisition, the Department intends to adjust residential collection frequency from two days per week to one day per week. The increased container capacity per household will provide adequate storage volume to accommodate the reduced collection frequency, while simultaneously lowering operational costs through reduced vehicle mileage, labor hours, and fuel consumption. This change is also expected to reduce greenhouse gas emissions and minimize traffic congestion associated with collection operations.

For commercial collection services, the Department plans to expand capacity and improve efficiency through the procurement of front-loading collection vehicles and standardized commercial containers. Front-load systems are widely recognized for their ability to streamline collection of variable waste streams, particularly for high-volume generators such as retail, institutional, and industrial customers. Implementation will increase route efficiency, provide improved service accessibility for a range of business sizes, and create scalability as demand evolves. While efforts will likely be focused on the development of the sideload curbside collection program, frontload operation are still a priority however, may fall outside of the five year window.

3.4 Unit 5B Cell Construction

To avoid any lapse in available disposal capacity, the Department must initiate construction of Cell 5B prior to reaching one year of remaining airspace in the current active cell (Cell 5A). It is considered a best practice in landfill management to always maintain a minimum of twelve months of permitted and constructed disposal airspace. This buffer is critical because construction of new landfill cells is subject to a number of uncertainties including construction approvals, contractor availability, weather-related delays, supply chain disruptions for geosynthetic materials, and unforeseen subsurface conditions. Without adequate contingency airspace, any delay in construction could result in service interruptions, forced waste hauling to distant facilities, increased operational costs, or potential regulatory noncompliance.

The proposed Cell 5B (Exhibit C) encompasses approximately 23.3 acres located directly south of the current active disposal area. The sizing analysis accounts for both current disposal volumes and the projected 3% annual growth in tonnage, ensuring that Cell 5B will provide sufficient capacity to meet regional disposal needs for multiple years after completion.

Construction of Cell 5B is scheduled for FY 28 to ensure adequate overlap with the final utilization of Cell 5A. This sequencing provides operational flexibility and eliminates the risk of reaching the end of Cell 5A's capacity before the next disposal area is available. The Department may also consider constructing Unit 5B sooner to maintain a lower elevation disposal area to minimize the potential for windblown litter on days with high sustained and/or gusty winds.

Planned construction activities will include:

- Site preparation and grading to establish subgrade elevations and ensure appropriate drainage.
- Excavation and soil balance operations, including stockpiling and management of cover soils.
- Installation of engineered liner systems, consisting of a geosynthetic clay liner, 60-mil High-Density Polyethylene, and a two foot thick protective soil and drainage layer to provide environmental protection in accordance with NMED permit requirements.
- Leachate collection system installation, including drainage aggregate, perforated collection piping, three new collection sumps, risers, and headwalls to manage leachate efficiently.
- Stormwater management controls, including perimeter berms, temporary erosion controls, and integration with the site's overall drainage plan.
- Quality assurance and testing, including third-party Construction Quality Assurance (CQA) to verify compliance with design specifications and regulatory requirements.

The timely construction of Cell 5B is essential to maintaining uninterrupted disposal operations and regulatory compliance. By initiating development well in advance of Cell 5A's depletion, the Department ensures continued capacity, operational flexibility, and resilience against construction uncertainties. The planned design and construction measures not only safeguard environmental performance but also position the landfill to reliably serve the region's disposal needs for years to come.

3.5 Unit 3 Erosion Repairs and Site Drainage Improvements

Unit 3 at the Roswell Municipal Landfill has experienced significant stormwater-induced erosion, necessitating corrective action to restore the integrity of the Final Cover System and associated drainage controls. The scope of work (Exhibit A) will include engineering design and construction phase services focused on targeted reconstruction of the vegetative support layer, restoration of the low-permeability barrier layer, and regrading of protective earthen berms. All activities will be executed in accordance with the facility's current permit and NMED closure standards to ensure continued compliance with regulatory performance criteria for infiltration control and slope stability. In parallel with cover system rehabilitation, the project includes the design and construction of a new Stormwater Detention Pond located at the southeast corner of the property. This facility will be engineered to attenuate peak flows and capture runoff generated from the southeastern drainage basin of the landfill. The pond will incorporate erosion-resistant inlet structures, energy dissipation features, and engineered grading to control velocities, minimize sediment transport, and extend the operational reliability of the overall stormwater management system.

As part of the engineering design phase construction documents will be developed that consist of detailed plan sheets, technical specifications, and contract requirements that meet NMED requirements, industry standards, and City procurement code. Quality assurance/quality control (QA/QC) measures will be implemented under the direction of a Resident Project Representative (RPR), who will monitor soil placement, compaction operations, liner and barrier integrity, and seeding performance. Field and laboratory testing results will be documented and certified within an Engineering Certification Report, serving as the formal record of regulatory compliance.

Collectively, these improvements are intended to reestablish the long-term protective function of the Unit 3 final cover system, provide robust stormwater management capacity, and safeguard the landfill's closure performance, thereby reducing maintenance demands and extending the functional service life of the facility.

4.0 POTENTIAL PROJECTS

4.1 Landfill Gas Collection System Design and Construction

Based on current waste-in-place estimates and projected filling rates, RML is anticipated to exceed 34 megagrams (Mg) of methane generation annually by FY2030. This threshold is a regulatory trigger under the US EPA New Source Performance Standards (NSPS) and requires installation of a compliant Landfill Gas Collection and Control System (GCCS). Exceeding this limit underscores the need to proactively plan for gas management infrastructure to mitigate greenhouse gas emissions, control odors, and reduce potential safety hazards from subsurface gas migration. A properly designed GCCS will not only ensure regulatory compliance but also enhance environmental stewardship by capturing methane and routing it to an appropriate control device.

Implementation of the GCCS (Exhibit G) will include several key steps. First, preparation of a GCCS Design Plan will establish the technical basis for wellfield layout, header piping, condensate management, and gas control equipment in accordance with U.S. EPA and New Mexico Environment Department requirements. A Title V air permit modification will be required to incorporate the system into RML's existing permit framework and formally account for emissions control. Following regulatory approval, construction of the GCCS will involve installation of vertical extraction wells, horizontal collectors, blower/flare systems, and associated monitoring infrastructure. Together, these measures will provide a robust, long-term solution for landfill gas management, supporting both compliance obligations and the landfill's operational sustainability.

In addition to compliance benefits, the captured landfill gas may represent a resource for beneficial use. Depending on gas quality and flow rates, future opportunities could include energy recovery projects such as on-site power generation, pipeline-quality gas upgrading, or renewable natural gas partnerships. Evaluating these options alongside the planned GCCS could provide long-term economic and environmental value for RML.

4.2 Access Infrastructure

RML maintains on-site access roads that were recently rehabilitated with an approximate six-inch layer of compacted basecourse. While this treatment has improved drivability and surface stability, it remains a short to mid-term solution. Unpaved basecourse surfaces are prone to degradation from heavy traffic, precipitation, and wind, which contributes to fugitive dust emissions, increased maintenance, and potential air quality compliance concerns.

To enhance long-term performance, the Department is evaluating the feasibility of paving the landfill's primary access road with asphalt. An asphalt surface would provide a durable, low-maintenance roadway capable of withstanding repetitive heavy loads while significantly reducing dust generation. Additional benefits include improved safety through consistent traction, better stormwater drainage, and reduced rutting and washouts.

While asphalt paving represents a higher initial investment, it is expected to reduce lifecycle costs by minimizing the need for routine grading, watering, and reapplication of basecourse. It would also decrease wear on landfill vehicles and improve operational efficiency, supporting the Department's objective to extend the service life of critical infrastructure while reducing environmental impacts.

4.3 On-Site Infrastructure Upgrades

At the time of this plan, the RML support facilities are fully functional but are not operating at optimal efficiency. These Departmental considerations are intended to serve as recommended improvements that would be largely beneficial to landfill and landfill support operations in the coming five-years. As such, the City has sufficient time to plan and initiate the construction of the following on-site infrastructure:

- Administration Building Improvements and Construction.
- Maintenance Building Construction.
- Ground Water Supply Well Installation.
- Scalehouse Plaza Upgrades.
- Litter Fencing Upgrades.

4.3.1 Administration Building Improvements and Construction

The existing administration building, originally constructed in 1998, has functioned as the central operations hub for Department personnel through the present day. While the building and its associated systems continue to meet baseline operational requirements, several infrastructure upgrades have been identified as necessary to support long-term functionality. These improvements (Exhibit H) are driven by considerations of structural stability, operational efficiency in the context of projected increases in waste volumes, and the overarching goal of maintaining a safe and sustainable work environment.

A key area of concern lies in the building's surrounding terrain, which is insufficiently equipped to manage high-volume precipitation events. With the increasing frequency and variability of extreme weather patterns, the installation of a modernized drainage system has become critical. Additionally, replacement and reinforcement of existing concrete surfaces are recommended to ensure load-bearing capacity, reduce deterioration, and mitigate risks of surface failure. The replacement of old and damaged driveways and parking areas will also minimize excessive wear and tear that facility vehicles are exposed to. Proactive investment in these improvements will enhance site resiliency, reduce long-term maintenance liabilities, and safeguard the continuity of facility operations.

4.3.2 Maintenance Building Improvements and Construction

The City additionally foresees short-term expansion and long term replacement operations to the facility's current maintenance building in the next five years. A landfill maintenance center is a critical component in sustaining safe and efficient landfill operations. Its primary role is to

support the continuous functionality of heavy equipment, site infrastructure, and regulatory systems that collectively ensure compliance and operational stability.

Currently, the City's maintenance facility faces limitations in its ability to fully support the breadth of required function. Expanding or replacing the current facility would improve workflow efficiency, increase repair and maintenance capacity, and better safeguard critical infrastructure (Exhibit F). Most importantly, it would ensure the landfill remains capable of handling projected increases in waste volumes while maintaining compliance with environmental and safety standards.

4.3.3 Ground Water Supply Well Construction

As RML continues to expand, operational activities will extend further to the south and east of the current footprint. The existing groundwater supply infrastructure was originally sited to support the now-closed units, resulting in increased pumping and hauling distances and reduced efficiency for ongoing operations. To better align with the projected development of active and future disposal areas, it is recommended that the Department install a new groundwater supply well in the southeastern portion of the facility (Exhibit D).

Locating a well strategically in this area will improve overall system efficiency by minimizing conveyance requirements, reducing haul distances, and ensuring a consistent water supply near future work zones. The well will provide a reliable source of water to support critical operational needs, including dust suppression for regulatory compliance and worker safety, soil conditioning during daily cover and cell construction, and vector control to minimize nuisance conditions. In addition, the new supply well will enhance operational resilience by distributing groundwater demand across multiple sources, reducing strain on the existing supply system and extending its service life.

4.3.4 Scalehouse Plaza Upgrades

The operating scale house at RML has relied on the current scale system for the past 25 to 30 years. Given the system's age, the Department strongly believes that upgrading to a modern scale system would significantly enhance operational efficiency while reducing the risk of equipment failure that could interrupt tipping operations. To achieve this, the Department proposes the installation of a pit-less scale system in place of the existing below-ground scale, providing a more durable and reliable platform for weighing incoming and outgoing loads (Exhibit B). In addition, to further streamline operations and minimize vehicle queue times, the construction of a dedicated "fast lane" for frequent users, such as city trucks and other regular haulers, would be highly recommended. Together, these improvements are expected to optimize productivity, reduce delays, and support a safer, more efficient, and future-ready landfill operation.

4.3.5 Litter Fencing Upgrades

Currently, RML does not utilize permanent litter fencing around the facility and relies on portable bull fencing strategically located at the active fill face. In accordance with NMED regulations (20.9.5.8 NMAC and 20.9.5.9 NMAC), the Department is responsible for implementing measures to mitigate litter and other potential nuisances, including odors and vectors. To better align with these regulatory requirements, the Department is considering the installation of a permanent perimeter litter fence along strategic sections of the landfill property boundary, approximately 7,500 linear feet, to capture windblown debris, reduce off-

site litter, and improve overall site aesthetics and safety (Exhibit E). Together with the current portable bull fences, these measures will enhance environmental compliance, reduce community impacts, and support a safer, more visually contained landfill operation.

5.0 CONCLUSIONS

The Roswell Municipal Landfill is a critical regional asset, and this Five-Year Master Plan provides a structured roadmap to guide its continued safe, compliant, and efficient operation. The projects outlined, ranging from essential regulatory renewals and unit construction to infrastructure upgrades, erosion control, and landfill gas management represent targeted investments that will protect the environment, extend facility life, and ensure uninterrupted service to the City of Roswell and surrounding communities.

Moving forward, the success of this plan will depend on consistent monitoring, phased implementation, and proactive adaptation to operational, financial, and regulatory conditions. Annual internal reviews, coupled with periodic third-party evaluations, will ensure that priorities remain aligned with emerging needs and regulatory requirements. By committing to these actions, the City will preserve disposal capacity, enhance environmental stewardship, and position the landfill to meet community growth and sustainability goals well into the future.

TABLES

TABLE 1: FIVE YEAR PROJECTION – ENGINEER’S ESTIMATE OF PROBABLE COST

**Table 1: Five Capital Expenditures
Engineer's Opinion of Probable Costs**

Exhibit	Associated Report Section	Capital Expenditure	Scheduled	Cost Estimate
--	2.1.1	NMED Solid Waste Facility Permit Renewal	FY 26	\$ 250,000
--	3.3	Two Sideload Trash Trucks	FY 26	\$ 1,100,000
--	3.3	96 Gallon Roll-out Carts (2,865)	FY 26	\$ 500,000
A	3.5	Unit 3 Erosion Repairs and Site Drainage Improvements	FY 26	\$ 1,244,500
--	3.2	Rolloff Truck	FY 26	\$ 275,000
--	3.2	Supervisor Truck	FY 26	\$ 66,000
--	3.2	Grappler Truck	FY 26	\$ 275,000
--	3.2	Landfill Compactor Replacement	FY 27	\$ 1,600,000
--	2.1.2	Title V Operating Permit Renewal	FY 27	\$ 80,000
--	3.3	Two Sideload Trash Trucks	FY 27	\$ 1,100,000
--	3.3	96 Gallon Roll-out Carts (2,865)	FY 27	\$ 500,000
--	3.2	Rolloff Truck	FY 27	\$ 275,000
--	3.2	Rear or Front Loader Truck	FY 27	\$ 600,000
--	3.2	Supervisor Truck	FY 27	\$ 66,000
B	4.3.4	Scalehouse Plaza Upgrades	FY 27	\$ 568,473
--	4.2	Landfill Access Road	FY 27	\$ 425,000
--	3.2	Grappler Truck	FY 27	\$ 275,000
C	3.4	Unit 5B Cell Construction	FY 28	\$ 5,557,129
--	3.3	Two Sideload Trash Trucks	FY 28	\$ 1,100,000
--	3.3	96 Gallon Roll-out Carts (2,865)	FY 28	\$ 500,000
--	3.2	Landfill UTV	FY 28	\$ 32,500
--	3.2	Grappler Truck	FY 28	\$ 275,000
--	3.2	Rolloff Truck	FY 28	\$ 275,000
D	4.3.3	Ground Water Supply Well Construction	FY 29	\$ 84,722
E	4.3.5	Litter Fencing Upgrades	FY 29	\$ 1,300,000
--	3.3	Two Sideload Trash Trucks	FY 29	\$ 1,100,000
--	3.3	96 Gallon Roll-out Carts (2,865)	FY 29	\$ 500,000
F	4.3.2	Maintenance Building Improvements and Construction	FY 29	\$ 1,431,606
--	3.2	Grappler Truck	FY 29	\$ 275,000
G	4.1	Landfill Gas Collection System Design and Construction	FY 30	\$ 3,516,217
--	3.3	Two Sideload Trash Trucks	FY 30	\$ 1,100,000
--	3.3	96 Gallon Roll-out Carts (2,865)	FY 30	\$ 500,000
H	4.3.1	Administration Building Improvements and Construction	FY30	\$ 948,350
Total 5-year Estimate:				\$ 27,695,497

Notes:

- All estimates in FY 26 dollars

FIGURES

FIGURE 1: FIVE YEAR CAPITAL EXPENDATURES

FIGURE 2: PROJECTED RML WASTE AND AIRSPACE UTILIZATION

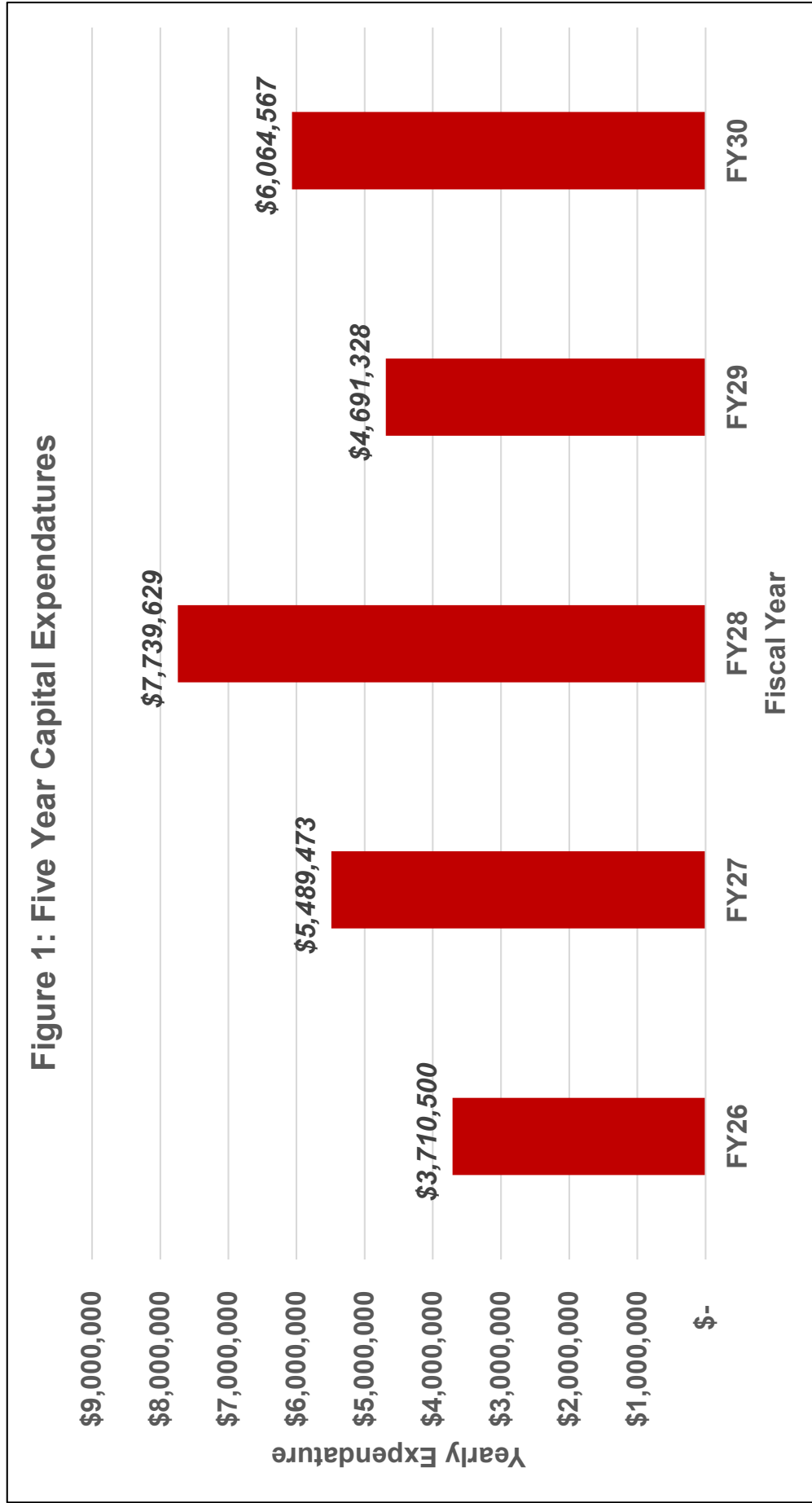
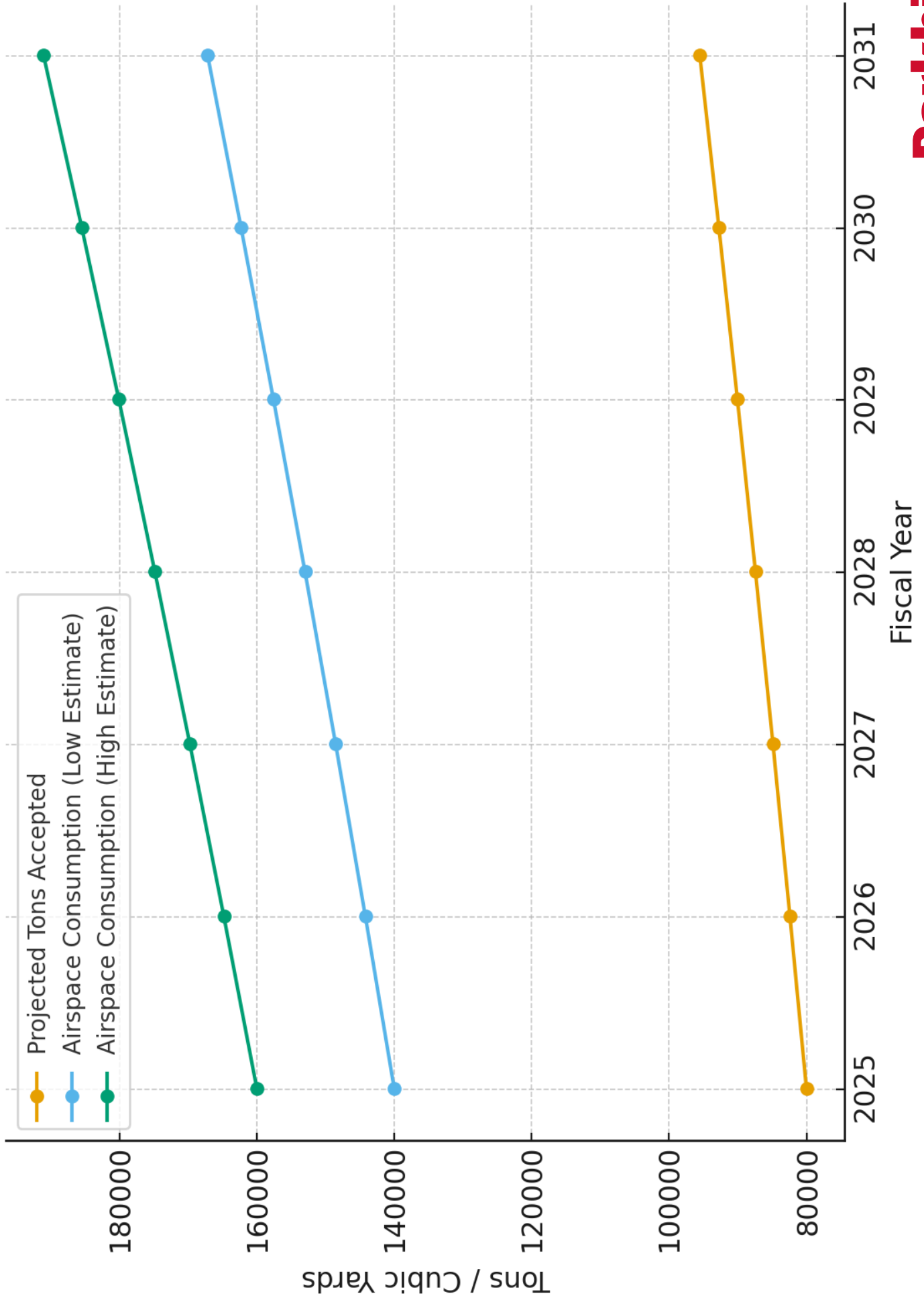


FIGURE 2

Projected RML Waste and Airspace Utilization (FY2025-FY2031)



**EXHIBIT A: UNIT 3 EROSION REPAIRS AND SITE DRAINAGE
IMPROVEMENTS**

EXHIBIT A
ENGINEERING OPINION OF PROBABLE COST
ROSWELL MUNICIPAL LANDFILL
UNIT 3 EROSION REPAIRS AND SITE DRAINAGE IMPROVEMENTS
SEPTEMBER 2025

Item No.	Task Description	Estimated Quantities	Units	Unit Price	Cost Estimate
1.0	Construction				
1.1	Mobilization	1	LS	\$50,000.00	\$50,000.00
1.2	Performance Bond	1	LS	\$15,000.00	\$15,000.00
1.3	Payment Bond	1	LS	\$15,000.00	\$15,000.00
1.4	Excavation	74,190	CY	\$4.50	\$333,855.00
1.5	Fine Grading	45,200	SY	\$5.80	\$262,160.00
1.6	Unit 3 Vegetation Layer Repair	6,400	EA	\$8.00	\$51,200.00
1.7	Unit 3 Diversion Berm Repair	6,400	LF	\$35.00	\$224,000.00
1.8	Seeding	22	ACRE	\$3,700.00	\$82,510.00
	Construction Subtotal				\$1,033,725
2.0	Contingency				
2.1	Contingency (at 15% of Construction Subtotal)				\$155,059
	Contingency Subtotal				\$155,059
3.0	Engineering, Surveying, and CQA				
3.1	Engineering, Surveying, and CQA	1	LS	\$144,500	\$144,500
	Engineering, Surveying, and CQA Subtotal				\$144,500
3.0	NMGRT				
3.1	NMGRT @ 8.2708%				\$98,322
	NMGRT Total				\$98,322
Total Engineering Estimate of Probable Cost					\$1,431,606

Notes:

- Estimated quantities stipulated in the engineering opinion of probable cost are approximate and are to be used only as a basis for estimating the probable cost of the Work.
- Estimates are conservative to address potential increases in the cost.
- LS = Lump Sum
- CY = Cubic Yard
- SF = Square Feet
- LF = Linear Feet

EXHIBIT B: SCALEHOUSE PLAZA UPGRADES

EXHIBIT B
ENGINEERING OPINION OF PROBABLE COST
ROSWELL MUNICIPAL LANDFILL
SCALEHOUSE PLAZA UPGRADES
SEPTEMBER 2025

Item No.	Task Description	Estimated Quantities	Units	Unit Price	Cost Estimate
1.0	Construction				
1.1	Mobilization	1	LS	\$40,000.00	\$40,000.00
1.2	Performance Bond	1	LS	\$15,000.00	\$15,000.00
1.3	Payment Bond	1	LS	\$15,000.00	\$15,000.00
1.4	Pitless Scales and Software (including Fastlane)	2	EA	\$160,000.00	\$320,000.00
1.5	Grading / Dirt Work	100	CY	\$55.00	\$5,500.00
1.6	Heavy Duty - Asphalt Paving	750	SY	\$60.00	\$45,000.00
	Construction Subtotal				\$440,500
2.0	Contingency				
2.1	Contingency (at 15% of Construction Subtotal)				\$66,075
	Contingency Subtotal				\$66,075
3.0	Engineering, Surveying, and CQA				
3.1	Engineering, Surveying, and CQA	1	LS	\$20,000	\$20,000
	Engineering, Surveying, and CQA Subtotal				\$20,000
3.0	NMGRT				
3.1	NMGRT @ 8.2708%				\$41,898
	NMGRT Total				\$41,898
Total Engineering Estimate of Probable Cost					\$568,473

Notes:

1. Estimated quantities stipulated in the engineering opinion of probable cost are approximate and are to be used only as a basis for estimating the probable cost of the Work.
2. Estimates are conservative to address potential increases in the cost.
3. LS = Lump Sum
4. CY = Cubic Yard
5. SF = Square Feet
6. LF = Linear Feet

EXHIBIT C: UNIT 5B

**CITY OF ROSWELL, NM
ROSWELL MUNICIPAL LANDFILL UNIT 5B
ENGINEER'S OPINION OF PROBABLE ESTIMATE
June 17, 2025**

				ENGINEER'S DRAFT ESTIMATE OF PROBABLE COST	
BID ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ESTIMATED TOTAL COST
1	Mobilization/Demobilization (5%)	LS	1	\$200,861.80	\$200,861.80
2	Payment Bond (2%)	LS	1	\$84,361.96	\$84,361.96
3	Performance Bond (2%)	LS	1	\$84,361.96	\$84,361.96
4	SWPPP	LS	1	\$8,000.00	\$8,000.00
5	Contractor's Surveyor	LS	1	\$35,000.00	\$35,000.00
6	Dust Control	LS	1	\$55,000.00	\$55,000.00
7	GCL Storage Pad	LS	1	\$10,000.00	\$10,000.00
8	Mass Excavation (Including Clearing and Grubbing) ¹	CY	178,308	\$4.50	\$802,386.00
9	Compacted Soil Fill Placement (Base Grade) ²	CY	88,648	\$7.50	\$664,860.00
10	Fine Grading and Compaction of Subgrade ³	SF	1,014,400	\$0.25	\$253,600.00
11	Cell 5B Composite Liner Tie-in to Cells 4 and 5A ⁴	LF	1,490	\$20.00	\$29,800.00
12	Purchase and Install Geosynthetic Clay Liner	SF	944,000	\$0.65	\$613,600.00
13	Purchase and Install 60-mil HDPE Smooth Liner	SF	580,000	\$0.60	\$348,000.00
14	Purchase and Install 60-mil HDPE Textured Liner (2-sided)	SF	363,500	\$0.80	\$290,800.00
15	Purchase and Install 10 oz Geotextile ⁵	SF	54,000	\$0.85	\$45,900.00
16	Excavate, Backfill, and Compact Liner Anchor Trench ⁶	LF	2,670	\$15.00	\$40,050.00
17	Haul and Place On-Site Protective Soil Layer Material ⁷	CY	70,000	\$5.50	\$385,000.00
18	Purchase and Install 6" Solid Wall SDR 17 HDPE Leachate Collection Pipe and Associated Fittings	LF	840	\$60.00	\$50,400.00
19	Purchase and Install 6" Perforated SDR 17 HDPE Leachate Collection Pipe and Associated Fittings	LF	1,870	\$65.00	\$121,550.00
20	Purchase and Install 12" Solid Wall SDR 17 HDPE Leachate Collection Pipe and Associated Fittings	LF	570	\$95.00	\$54,150.00
21	Purchase and Install 12" Perforated SDR 17 HDPE Leachate Collection Pipe and Associated Fittings	LF	12	\$95.00	\$1,140.00
22	Purchase and Install Coarse Aggregate	CY	900	\$95.00	\$85,500.00
23	Supply and Install Concrete Extraction Headwall and Pipe Bollards	LS	3	\$15,000.00	\$45,000.00
24	Supply and Install Concrete Cleanout Headwall and Pipe Bollards	LS	2	\$10,000.00	\$20,000.00
25	Supply and Install 10" Concrete Pad	SF	2,300	\$25.00	\$57,500.00
26	Sump Pump, Control Panel and Wiring	LS	3	\$45,000.00	\$135,000.00
BASE BID SUBTOTAL					\$4,521,821.71
NMGRT @7.8958% City of Roswell					\$357,034.00
Contingency (15% of Base Bid Subtotal)					\$678,273.26
TOTAL BASE BID WITH NMGRT					\$5,557,128.97

Assumptions:

1. Mass Excavation of 23.3 acres with associated 2% slope on east side of landfill (Estimated from 02/2025 Topo).
2. Base Grade construction of cell to subgrade elevations.
3. Fine grading and compaction of subgrade on entire lined surface and grading of slope to east of slope.
4. Cell north and west edges
5. Wrap around Leachate Line in trenches and sumps
6. Along top of sideslopes
7. Over sideslopes and cell floor area 2-ft deep, PSL does not require screening

LS-Lump Sum
CY-Cubic Yard
SF-Square Foot
EA - Each

Note: EOPC represent engineer's best judgment but does not guarantee actual construction costs, as these can vary due to factors beyond the engineer's control, such as labor, materials, equipment costs, and market conditions

PARKHILL

EXHIBIT D: GROUNDWATER SUPPLY WELL

EXHIBIT D
ENGINEERING OPINION OF PROBABLE COST
ROSWELL MUNICIPAL LANDFILL
GROUNDWATER SUPPLY WELL
SEPTEMBER 2025

Item No.	Task Description	Estimated Quantities	Units	Unit Price	Cost Estimate
1.0	Construction				
1.1	Mobilization	1	LS	\$10,000.00	\$10,000.00
1.2	Performance Bond	1	LS	\$2,000.00	\$2,000.00
1.3	Payment Bond	1	LS	\$2,000.00	\$2,000.00
1.4	Well Install	200	LF	\$185.00	\$37,000.00
1.5	Pump, Wire, and Piping	200	LF	\$20.00	\$4,000.00
	Construction Subtotal				\$55,000
2.0	Contingency				
2.1	Contingency (at 15% of Construction Subtotal)				\$8,250
	Contingency Subtotal				\$8,250
3.0	Engineering, Surveying, and CQA				
3.1	Engineering, Surveying, and CQA	1	LS	\$15,000	\$15,000
	Engineering, Surveying, and CQA Subtotal				\$15,000
3.0	NMGRT				
3.1	NMGRT @ 8.2708%				\$6,472
	NMGRT Total				\$6,472
Total Engineering Estimate of Probable Cost					\$84,722

Notes:

- Estimated quantities stipulated in the engineering opinion of probable cost are approximate and are to be used only as a basis for estimating the probable cost of the Work.
- Estimates are conservative to address potential increases in the cost.
- LS = Lump Sum
- CY = Cubic Yard
- SF = Square Feet
- LF = Linear Feet

EXHIBIT E: LANDFILL LITTER FENCE

EXHIBIT E
ENGINEERING OPINION OF PROBABLE COST
ROSWELL MUNICIPAL LANDFILL
LANDFILL LITTER FENCE
SEPTEMBER 2025

Item No.	Task Description	Estimated Quantities	Units	Unit Price	Cost Estimate
1.0	Construction				
1.1	Mobilization	1	LS	\$50,000.00	\$50,000.00
1.2	Performance Bond	1	LS	\$15,000.00	\$15,000.00
1.3	Payment Bond	1	LS	\$15,000.00	\$15,000.00
1.4	SWPPP	1	LS	\$5,000.00	\$5,000.00
1.5	Litter Fence Install	7,500	LF	\$185.00	\$1,387,500.00
	Construction Subtotal				\$1,472,500
2.0	Contingency				
2.1	Contingency (at 15% of Construction Subtotal)				\$220,875
	Contingency Subtotal				\$220,875
3.0	Engineering, Surveying, and CQA				
3.1	Engineering, Surveying, and CQA	1	LS	\$35,000	\$35,000
	Engineering, Surveying, and CQA Subtotal				\$35,000
3.0	NMGRT				
3.1	NMGRT @ 8.2708%				\$142,950
	NMGRT Total				\$142,950
Total Engineering Estimate of Probable Cost					\$1,871,325

Notes:

- Estimated quantities stipulated in the engineering opinion of probable cost are approximate and are to be used only as a basis for estimating the probable cost of the Work.
- Estimates are conservative to address potential increases in the cost.
- LS = Lump Sum
- CY = Cubic Yard
- SF = Square Feet
- LF = Linear Feet

**EXHIBIT F: MAINTENANCE BUILDING IMPROVEMENTS AND
CONSTRUCTION**

EXHIBIT F
ENGINEERING OPINION OF PROBABLE COST
ROSWELL MUNICIPAL LANDFILL
MAINTENANCE BUILDING IMPROVEMENTS AND CONSTRUCTION
SEPTEMBER 2025

Item No.	Task Description	Estimated Quantities	Units	Unit Price	Cost Estimate
1.0	Construction				
1.1	Mobilization	1	LS	\$50,000.00	\$50,000.00
1.2	Performance Bond	1	LS	\$30,000.00	\$30,000.00
1.3	Payment Bond	1	LS	\$30,000.00	\$30,000.00
1.4	Shop Expansion	1,300	SF	\$275.00	\$357,500.00
1.5	Building Pad Repair	6,000	SF	\$15.00	\$90,000.00
1.6	Grading / Dirt Work	100	CY	\$55.00	\$5,500.00
1.7	Site Utilities	1	CY	\$50,000.00	\$50,000.00
1.8	Heavy Duty - Asphalt Paving	3,850	SY	\$60.00	\$231,000.00
1.9	Erosion Control Measures	1	LS	\$55,000.00	\$55,000.00
	Construction Subtotal				\$899,000
2.0	Contingency				
2.1	Contingency (at 15% of Construction Subtotal)				\$134,850
	Contingency Subtotal				\$134,850
3.0	Engineering, Surveying, and CQA				
3.1	Engineering, Surveying, and CQA	1	LS	\$125,000	\$125,000
	Engineering, Surveying, and CQA Subtotal				\$125,000
3.0	NMGRT				
3.1	NMGRT @ 8.2708%				\$86,090
	NMGRT Total				\$86,090
Total Engineering Estimate of Probable Cost					\$1,244,940

Notes:

1. Estimated quantities stipulated in the engineering opinion of probable cost are approximate and are to be used only as a basis for estimating the probable cost of the Work.
2. Estimates are conservative to address potential increases in the cost.
3. LS = Lump Sum
4. CY = Cubic Yard
5. SF = Square Feet
6. LF = Linear Feet

**EXHIBIT G: LANDFILL GAS COLLECTION SYSTEM DESIGN AND
CONSTRUCTION**

EXHIBIT G
ENGINEERING OPINION OF PROBABLE COST
ROSWELL MUNICIPAL LANDFILL
Landfill Gas Collection System Design and Construction
SEPTEMBER 2025

Item No.	Task Description	Estimated Quantities	Units	Unit Price	Cost Estimate
1.0	Construction				
1.1	Mobilization	1	LS	\$200,000.00	\$200,000.00
1.2	Performance Bond	1	LS	\$50,000.00	\$50,000.00
1.3	Payment Bond	1	LS	\$50,000.00	\$50,000.00
1.4	GCCS Well Network Construction	55	Per Well	\$30,000.00	\$1,650,000.00
1.5	Flare Skid	1	LS	\$550,000.00	\$550,000.00
1.7	Site Utilities	1	LS	\$150,000.00	\$150,000.00
1.8	Concrete Pad	600	SF	\$20.00	\$12,000.00
	Construction Subtotal				\$2,662,000
2.0	Contingency				
2.1	Contingency (at 15% of Construction Subtotal)				\$399,300
	Contingency Subtotal				\$399,300
3.0	Engineering, Surveying, and CQA				
3.1	Engineering, Surveying, and CQA	1	LS	\$200,000	\$200,000
	Engineering, Surveying, and CQA Subtotal				\$200,000
3.0	NMGRT				
3.1	NMGRT @ 8.2708%				\$254,917
	NMGRT Total				\$254,917
Total Engineering Estimate of Probable Cost					\$3,516,217

Notes:

1. Estimated quantities stipulated in the engineering opinion of probable cost are approximate and are to be used only as a basis for estimating the probable cost of the Work.
2. Estimates are conservative to address potential increases in the cost.
3. LS = Lump Sum
4. CY = Cubic Yard
5. SF = Square Feet
6. LF = Linear Feet

**EXHIBIT H: ADMINISTRATION BUILDING IMPROVEMENTS AND
CONSTRUCTION**

EXHIBIT H
ENGINEERING OPINION OF PROBABLE COST
ROSWELL MUNICIPAL LANDFILL
ADMINISTRATION BUILDING IMPROVEMENTS AND CONSTRUCTION
SEPTEMBER 2025

Item No.	Task Description	Estimated Quantities	Units	Unit Price	Cost Estimate
1.0	Construction				
1.1	Mobilization	1	LS	\$50,000.00	\$50,000.00
1.2	Performance Bond	1	LS	\$30,000.00	\$15,000.00
1.3	Payment Bond	1	LS	\$30,000.00	\$15,000.00
1.4	Admin Building Repairs and Updates	4,000	SF	\$75.00	\$300,000.00
1.6	Grading / Dirt Work	100	CY	\$55.00	\$5,500.00
1.7	Site Utilities	1	CY	\$50,000.00	\$50,000.00
1.8	Heavy Duty - Asphalt Paving	3,850	SY	\$60.00	\$231,000.00
1.9	Erosion Control Measures	1	LS	\$55,000.00	\$55,000.00
	Construction Subtotal				\$721,500
2.0	Contingency				
2.1	Contingency (at 15% of Construction Subtotal)				\$108,225
	Contingency Subtotal				\$108,225
3.0	Engineering, Surveying, and CQA				
3.1	Engineering, Surveying, and CQA	1	LS	\$50,000	\$50,000
	Engineering, Surveying, and CQA Subtotal				\$50,000
3.0	NMGRT				
3.1	NMGRT @ 8.2708%				\$68,625
	NMGRT Total				\$68,625
Total Engineering Estimate of Probable Cost					\$948,350

Notes:

- Estimated quantities stipulated in the engineering opinion of probable cost are approximate and are to be used only as a basis for estimating the probable cost of the Work.
- Estimates are conservative to address potential increases in the cost.
- LS = Lump Sum
- CY = Cubic Yard
- SF = Square Feet
- LF = Linear Feet

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

39.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider recommending approval of the Parks & Recreation 5 - year plans for ratification. (Burress)

BACKGROUND:

Initiated by: Jim Burress

Five - year plans were presented on February 3, 2026. Parks & recreation are now moving to request ratification of our five - year plans.

FINANCIAL CONSIDERATION:

No financial impact on the current budget.

LEGAL REVIEW:

N/A

BOARD AND COMMITTEE ACTION:

Consider recommending approval of the Parks & Recreation 5 - year plans for ratification.

STAFF RECOMMENDATION:

N/A

Attachments

Parks & Rec 5year

Parks & Recreation 5 – Year Plans

South Park Cemetery

1-2 Years

- Open blocks 74, 75, 76, & 77 (\$40,000 / 90 trees)
- Road assessment (\$200,000 / 15 miles of road)
- Purchase new backhoe (\$150,384.00)
- Phase 2 of Columbarium and committal shelter project (\$940,000)
- Extend maintenance shop (\$160,000)
- If needed finish well install

2 – 5 Years

- Phase 3 of columbarium
- Build new office (\$850,000)
- Purchase mower (\$160,000), tractor (\$42,000) & a lowering device
- Hire & train more Cemetery employees

Nancy Lopez Golf Course at Spring River

1 – 2 Years

- Repair irrigation controllers (\$164,000)
- Replace irrigation (\$4,500,000)
- Replace drain system in ProShop (\$75,000)
- Repair fence in 8th St. (ITB)
- Hire employees (3 Full – time)
- Repair cart paths (\$126,000)
- Purchase greens mower (\$62,000)
- New cart barn project (\$150,000)
- Purchase 2 Workmen Mowers (\$70,000)

2 – 5 Years

- Build new ProShop (\$3,200,000)
- Build new gazebo
- Maintain Equipment
- Replace cart fleet

Parks Department

1 - 2 Years

- Install playground in Poe Corn. (Mid – February)
- Install tables, trashcan, benches, etc.
- Equipment assessment
- Replace all drinking fountains – Qty 18 (\$95,310)
- Plant 50-100 trees per year
- Replace tree-spade entirely (\$43,000)
- Trencher (\$30,000)
- Bobcat (\$85,000)

2 – 5 Years

- Replace mowers (\$160,000)
- Backhoe (\$153,000)
- Tractor (\$45,000)

- Brush Hog (\$35,000)

Recreation

1 – 2 Years

- Repair gymnasium flooring (\$230,000)
- Purchase side – by – side (\$20,000)
- Install generator (\$199,000)
- Upgrade special events area for youth soccer in conjunction w/ Sports Field. (Light Install - \$1,500,000)
- Education & training

2 – 5 Years

- Hire more staff (4 full – time)
- Hire outside contractor for roof inspection
- Pipe rail fence by Youth Soccer Field

Aquatic Center

1 – 2 Years

- Equipment inspections (ex. Boiler, controller system)
- Paint pool slides (\$10,000)
- Hire more employees (2 Full-time)

2 – 5 Years

- Drain & repaint indoor & outdoor pools
- Evaluate pool pumps & air handlers (\$65,000)

Adult Center

1 – 2 Years

- Design new Adult Center

2 – 5 Years

- Build new Adult Center

Sports Fields

1 – 2 Years

- Phase 1 of light install at Cielo Grande Soccer Complex (\$2,000,000)
- Continue flood damage repair at Stiles
- Upgrades to Lions Hondo (\$1,000,000)
- Install scoreboards at Cielo Grande Soccer Complex (\$22,000)

2 – 5 Years

- Phase 3 of light install at Cielo Grande Soccer Complex (\$2,000,000)

Spring River Zoo

1 – 2 Years

- Repair bird enclosure and education building (\$600,000)
- Modify bear exhibit to look more natural (\$900,000)
- Install IT equipment in education building
- Repair Carousel (\$350,000)
- Install electrical service around outer edge of Zoo (\$200,000)

- Add roof to Mountain Lion enclosure

2 – 5 Years

- Expanding bear enclosure from one space, to three providing more space & installing grass
- Remove bird enclosure across from lemur's & expanding lemur enclosure with bridge

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

40.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Ratification of Water's 5-year plan to guide capital improvements, operational priorities and regulatory compliance. (Valadez)

BACKGROUND:

Initiated by: Andrew Valadez

In 2025, this plan was formally presented to the Finance Committee for review and discussion.

FINANCIAL CONSIDERATION:

No financial impact this 5-year outlook allows for better forecasting of capital and operational expenditures.

LEGAL REVIEW:

N/A

BOARD AND COMMITTEE ACTION:

The Infrastructure Committee recommended the proposed 5-year Utilities plan to the Finance Committee for further consideration.

STAFF RECOMMENDATION:

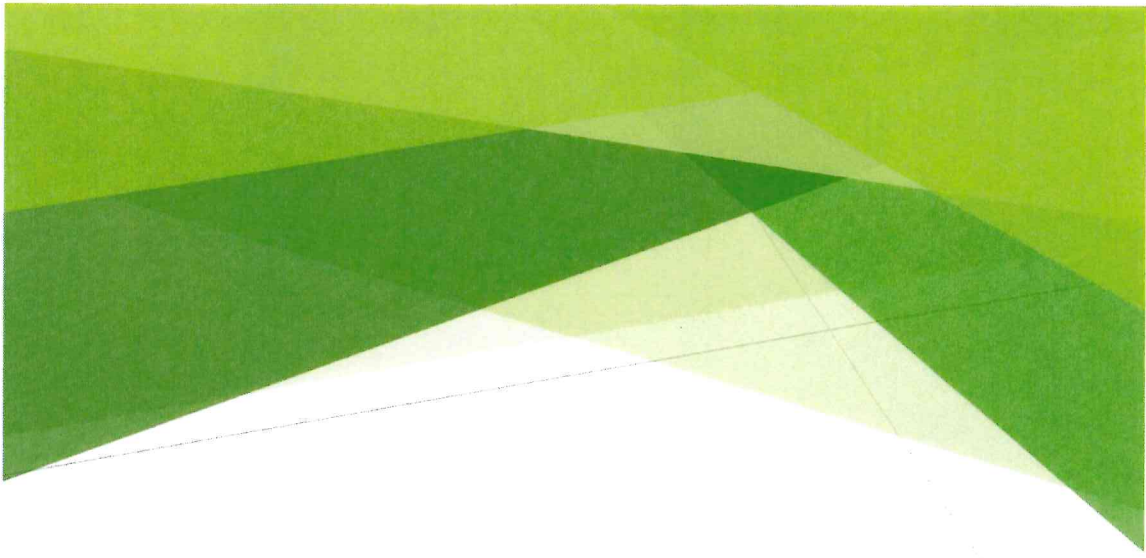
Staff recommends approval and ratification of the 5-year utilities plan as presented.

Attachments

5 Year Plan (Utilities)

Water supply/FY 2026-2030

- ▲ FY-26 RIAC Well #5 quoted 799,000 Quote by Alpha Southwest, this will complete all city wells at the Air center.
- ▲ FY-27 Kerr Well #1 Estimated \$748,000.00. Inspection of 3rd St Reservoir 5-Million gallon reservoir. Design of Trigg Reservoir
- ▲ FY-28 Kerr Well #2 Estimated \$822,800.00. Design 3rd St. Reservoir.
- ▲ FY-29 Kerr Well #3 Estimated \$904,000.00. Construction of 3rd St. Reservoir.
- ▲ FY-30 Kerr Well #4 Estimated 994,000.00.



Water Maintenance FY/2026-2030

- ▲ FY-26 Replace 36" Water line from 19th and Montana to 8th and Montana (Phase II) of the water utility master plan. 2000ft of Small diameter water line (6-8inch) to be done by City water department construction crew estimated cost \$189,000.00.
- ▲ FY-27 Replace 18inch from Montana and 8th to Washington and 8th (Phase III) Water Utility Master plan. 2000ft of small diameter water line to be done by City water department estimated cost \$207,900.00.
- ▲ FY-28 Replace 16inch from Washington to W/O Main St on 8th. (Phase III) Water Utility Master plan. 2000ft of small diameter water line estimated cost \$228,690.00 to be done by City water department.
- ▲ FY-29 Replace 48inch from Hobson Rd. and S. Main to Brasher and S. Main. 2000ft of small diameter water line to be done by city water department estimated cost \$251,559.00.
- ▲ FY-30 Replace 48 inch from Brasher and S. Main. To Poe and S. Main. 2000ft small diameter water line to be done by city water department. Estimated cost \$276,000.00.

Wastewater FY-2026-2030

- ▲ FY-26 Replace diversion gates wastewater treatment Plant, estimated cost 3.1 million. Digester study to rehab digester complex \$80,000.00. Replace Vactor Unit #356 \$600,000.00
- ▲ FY-27 Design of Digester Complex \$300,000.00. Approach to Storm Water Pond 250,000.00
- ▲ FY-28 Construction of Digester Complex.
- ▲ FY-29 Remodel City Laboratory to include all equipment, flooring, cabinets and counter tops.
- ▲ FY-30 Replace all asphalt around Wastewater Treatment plant. Replace vactor Unit #355 \$600,000.00

Finance Committee

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Discussion and direction on next steps for the proposed FY27 budget and recommendations that were made at the Infrastructure Committee meeting.

BACKGROUND:

Per Resolution 25-50, the FY27 Proposed Budget was presented at the March 16, 2026, Infrastructure Committee Meeting. The Infrastructure Committee reviewed and made recommendations for the departments that report to the committee. The departments are listed below.

- Adult Center
- Cemetery
- Central Control
- Engineering
- Facility Maintenance
- Fleet Maintenance/Transit
- Parks & Recreation
- Solid Waste
- Special Electronics/Streets
- Spring River Zoo
- Water Maintenance & Transmission
- WWTP & Sewer

FINANCIAL CONSIDERATION:

FY27 Proposed Budget.

LEGAL REVIEW:

Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:

The Infrastructure Committee reviewed and made recommendations on the FY27 Proposed Budget for the departments listed above at their March 16, 2026, meeting.

STAFF RECOMMENDATION:

Staff recommends discussion and direction from the Finance Committee. The FY27 proposed budget is not yet ready for final approval and would benefit from additional review, refinement, and potential workshop discussion.

City of Roswell
Infrastructure Committee Proposed Changes

Description	Account ID	Account Type	Changed
Facilities Maintenance			
M&R-Equipment	1101-40-4071-0000-614004	Expense	2,150.00
Supplies-Janitorial	1101-40-4071-0000-725608	Expense	6,000.00
Capital Outlay-Infrastructure	1101-40-4071-0000-817504	Expense	-
Parks			
Utilities-Water	1101-42-4231-0000-636304	Expense	380,000.00
Supplies-Office	1101-42-4231-0000-725602	Expense	1,700.00
Capital Outlay-Infrastructure	1101-42-4231-0000-817504	Expense	95,310.00
Capital Outlay-Equipment	1101-42-4231-0000-817505	Expense	85,000.00
Cemetery			
Supplies-General Materials	2602-43-4411-0000-724101	Expense	14,000.00
Supplies-Janitorial	2602-43-4411-0000-725608	Expense	2,500.00
Capital Outlay-Equipment	2602-43-4411-0000-817505	Expense	-
Spring River Zoo			
Employee Travel	2612-42-4232-0000-585902	Expense	2,500.00
Non-Capital-Furniture/Fixtures	2612-42-4232-0000-642903	Expense	2,900.00
Contract-Professional Services	2612-42-4232-0000-654801	Expense	8,000.00
Contract-Security Prof Svcs	2612-42-4232-0000-654830	Expense	600.00
G&A-Credit Card Fees	2612-42-4232-0000-712102	Expense	-
Nancy Lopez Golf Course			
Chgs4Svc-Golf Alcohol Sales	2613-00-0000-0000-454230	Revenue	263,243.62
Transfers in Frm Recreation			500,000.00
Contract-Professional Services			500,000.00
Supplies-Concession	2613-42-4233-0000-725604	Expense	270,000.00
Recreation			
Rentals - Building	2615-00-0000-0000-481100	Revenue	12,000.00
Recreation			
Non-Capital-Equipment	2615-42-4241-0000-642904	Expense	3,000.00
Supplies-Store Postage/Shippng	2615-42-4241-0000-724601	Expense	-
Pool			
Supplies-General	2615-42-4242-0000-725601	Expense	5,500.00
Sports Leagues			
M&R-Building	2615-42-4246-0000-614002	Expense	20,000.00

M&R-Grounds	2615-42-4246-0000-614006	Expense	80,000.00
Boys & Girls Club			
PubRelat-Community Development	2615-42-4249-0000-672827	Expense	40,000.00
SW Collections			
M&R-Vehicle	5200-60-4341-0000-614012	Expense	825,000.00
Capital Outlay-Equipment	5200-60-4341-0000-817505	Expense	1,060,000.00
Capital Outlay-Vehicles	5200-60-4341-0000-817506	Expense	50,000.00
SW Landfill			
Utilities-Mobile Telephones	5201-60-4342-0000-635802	Expense	3,000.00
Utilities-Electric	5201-60-4342-0000-636302	Expense	18,000.00
Contract-Professional Services	5201-60-4342-0000-654801	Expense	400,000.00
Computer-Internet	5201-60-4342-0000-663305	Expense	9,400.00
PubRelat-Advertising/Notices	5201-60-4342-0000-672805	Expense	1,000.00
G&A-Dues/Memberships	5201-60-4342-0000-712701	Expense	700.00
G&A-License Fees	5201-60-4342-0000-715303	Expense	310.00
Supplies-Office	5201-60-4342-0000-725602	Expense	2,000.00
Supplies-Janitorial	5201-60-4342-0000-725608	Expense	1,500.00
Capital Outlay-Infrastructure	5201-60-4342-0000-817504	Expense	50,000.00
Capital Outlay-Equipment	5201-60-4342-0000-817505	Expense	300,000.00
Water Administration			
G&A-Franchise Fees	5300-70-4351-0000-715304	Expense	-
Water Customer Service			
Employee Training	5300-70-4352-0000-585901	Expense	3,000.00
Employee Travel	5300-70-4352-0000-585902	Expense	4,500.00
Contract-Consulting/Training	5300-70-4352-0000-654803	Expense	-
Computer-Subscription/License	5300-70-4352-0000-663301	Expense	60,000.00
PubRelat-Printing & Publicatns	5300-70-4352-0000-674700	Expense	3,000.00
G&A-Cash Over/Short	5300-70-4352-0000-712300	Expense	-
G&A-License Fees	5300-70-4352-0000-715303	Expense	-
Water Source of Supply			
Employee Training	5300-70-4353-0000-585901	Expense	5,500.00
Contract-Professional Services	5300-70-4353-0000-654801	Expense	48,000.00
PubRelat-Printing & Publicatns	5300-70-4353-0000-674700	Expense	-
G&A-Dept Printing/Publications	5300-70-4353-0000-712710	Expense	-
G&A-Gen Permits/Fees/Penalties	5300-70-4353-0000-715301	Expense	-
Supplies-Water Meters	5300-70-4353-0000-724112	Expense	-
Supplies-Office	5300-70-4353-0000-725602	Expense	2,000.00
Capital Outlay-Infrastructure	5300-70-4353-0000-817504	Expense	799,270.53
Water Maint & Transmission			
Employee Training	5300-70-4354-0000-585901	Expense	15,000.00

Employee Travel	5300-70-4354-0000-585902	Expense	10,000.00
General Uniforms	5300-70-4354-0000-586101	Expense	25,000.00
M&R-Linen	5300-70-4354-0000-614014	Expense	18,000.00
Non-Capital-Tools	5300-70-4354-0000-642902	Expense	38,000.00
Non-Capital-Equipment	5300-70-4354-0000-642904	Expense	15,000.00
Non-Capital-Other	5300-70-4354-0000-642905	Expense	-
Contract-Security Prof Svcs	5300-70-4354-0000-654830	Expense	1,600.00
Computer-Subscription/License	5300-70-4354-0000-663301	Expense	6,900.00
Computer-Software Maintenance	5300-70-4354-0000-663303	Expense	10,000.00
G&A-Dues/Memberships	5300-70-4354-0000-712701	Expense	15,158.00
Supplies-Postage/Shipping	5300-70-4354-0000-724600	Expense	-
Supplies-General	5300-70-4354-0000-725601	Expense	95,000.00
Supplies-Janitorial	5300-70-4354-0000-725608	Expense	5,500.00
Supplies-Safety	5300-70-4354-0000-725612	Expense	20,000.00

Waste Water Treatment Plant

Employee Training	5301-70-4355-0000-585901	Expense	5,300.00
Utilities-Mobile Telephones	5301-70-4355-0000-635802	Expense	3,000.00
Capital Outlay-Infrastructue	5301-70-4355-0000-817504	Expense	3,912,241.00

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

42.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Discussion and direction on next steps for the proposed FY27 budget and recommendations that were made at the Public Safety Committee meeting.

BACKGROUND:

Per Resolution 25-50, the Proposed Budget was presented at the March 17, 2026, Public Safety Committee Meeting. The Public Safety Committee reviewed the FY24 Proposed Budget for the departments that report to the committee. No recommended changes to the proposed budget were made. The departments are listed below.

- Animal Control
- Code Enforcement
- Consolidated Dispatch
- Emergency Management
- Fire
- Police

FINANCIAL CONSIDERATION:

FY27 Proposed Budget.

LEGAL REVIEW:

Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:

The Public Safety Committee reviewed the FY27 Proposed Budget for the departments listed above at their March 17, 2026, meeting. No recommended changes to the proposed budget were made.

STAFF RECOMMENDATION:

Staff recommends discussion and direction from the Finance Committee. The FY27 proposed budget is not yet ready for final approval and would benefit from additional review, refinement, and potential workshop discussion.

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

43.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Discussion and direction on next steps for the proposed FY27 budget and recommendations that were made at the Legal Committee meeting.

BACKGROUND:

Per Resolution 25-50, the FY27 Proposed Budget was presented at the March 26, 2026, Legal Committee Meeting. The Legal Committee reviewed and made recommendations for the departments that report to the committee. The departments are listed below.

- Airport
- City Clerk
- Community Development
- Human Resources
- Safety

FINANCIAL CONSIDERATION:

FY24 Proposed Budget.

LEGAL REVIEW:

Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:

The Legal Committee reviewed and made recommendations on the FY27 Proposed Budget for the departments listed above at their March 26, 2026, meeting.

STAFF RECOMMENDATION:

Staff recommends discussion and direction from the Finance Committee. The FY27 proposed budget is not yet ready for final approval and would benefit from additional review, refinement, and potential workshop discussion.

City of Roswell
Legal Committee Proposed Changes

Description	Account ID	Account Type	Changed
Executive Legislative			
PubRelat-Printing & Publicatns	1101-40-4011-0000-674700	Expense	3,500.00
City Administration			
Contract-Professional Services	1101-40-4013-0000-654801	Expense	160,000.00
Contract-Security Prof Svcs	1101-40-4013-0000-654830	Expense	600.00
PubRelat-Goodwill	1101-40-4013-0000-672802	Expense	1,500.00
Legal			
Contract-Legal Services	1101-40-4051-0000-654805	Expense	265,000.00
Air Center Operations			
Contract-Security Prof Svcs	5100-50-4332-0000-654830	Expense	380,000.00

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

44.

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider recommending approval of the FY27 Proposed Budget.

BACKGROUND:

Per Resolution 25-50, the City Manager has presented the FY27 Proposed Budget to the Infrastructure, Legal, and Public Safety Committee for review. These committees were responsible for reviewing departmental budgets and referring their recommendation to the Finance Committee.

The Finance Committee serves as the next step in the budget process and is tasked with reviewing committee recommendations and providing direction toward the development of the preliminary budget to be presented in May, in accordance with the established timeline.

FINANCIAL CONSIDERATION:

FY27 Proposed Budget

LEGAL REVIEW:

Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:

The FY27 Proposed Budget was presented at the March 16, 2026, Infrastructure Committee, the March 17, 2026, Public Safety Committee, and the March 26, 2026, Legal Committee.

STAFF RECOMMENDATION:

Staff recommends discussion and direction from the Finance Committee on next steps for the FY27 Proposed Budget in alignment with the timeline and process established in Resolution 25-50.

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Approval of Minutes 45.

Finance Committee

Meeting Date: 04/02/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Considered approval of the March 05, 2026, Regular Finance Committee Minutes.

Attachments

Draft of Minutes

Regular Meeting of the Finance Committee
City Hall – Large Conference Room
425 N. Richardson Ave.
Thursday, March 5, 2026, at 2:00 PM

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

ROLL CALL

This meeting convened at 2:00 PM with Councilor Gass presiding. Councilor Heldenbrand, Councilor Halvorson, and Councilor Johnson were present. Councilor Cavin being absent.

An invocation was given by Councilor Gass.

STAFF PRESENT

Brittany Shannon, Alison Herring, Angela Garcia, Amalia Martinez, Mac Rogers, Clint Caldwell, Jeff Bechtel, Steve Chavez, Enid Costley, Hess Yntema, Toni Gomez, Tammi Smith, Mayor Timothy Z. Jennings, Caroline Brooks, Mike Taylor, Josh Nairn-Mahan, Mike Mathews, Bobbi Thompson, Becky Hicks, Andrew Valadez, Debbie Reyer, James MacCornack, Abraham Chaparro, Michael Fry, Alberto Aldana, and Ryan Craine.

GUESTS PRESENT

Rita Kane-Doerhoefer, Terri Harber, Daniel Rubio, and Councilor Corn

GUESTS ONLINE

ZS, S. Bell, Vicki, AM, Councilor Arnold, Roswell Infrastructure Meeting, Guest 27, and (9) guests

APPROVAL OF AGENDA

Councilor Heldenbrand made a motion to approve the agenda. Councilor Halvorson seconded the motion. The motion passed 4-0.

NON-ACTION ITEMS

1. Golf

The Committee received the January Golf Report. No discussion was held, and the report stands as presented.

2. Visitor Center

The Committee received the Visitor Center report. No questions were raised.

3. Lodgers Tax Report

- One hotel, The Crane, did not report on time.
- Occupancy was down 12% year-over year.
- Lodgers' Tax revenue was \$89,939.

- Convention Bed Fee revenue was \$49,045.

4. Public Affairs

Discussion focused on ongoing advertising efforts, particularly promotion of the Denver flight and outreach to surrounding communities such as Carlsbad, Artesia, and Ruidoso. Staff advised that additional marketing efforts were underway, including direct outreach to regional chambers and presentations to increase awareness and utilization of the service.

5. Museum

The Museum report stood as written, with added discussion regarding the upcoming Goddard Centennial events on March 14 and March 16. Staff highlighted planned family-friendly programming, model rocket launches, a commemorative launch at the original Goddard site, and social media coverage to recognize the 100th anniversary of Goddard's 1926 launch.

6. Roswell Public Library

The Library report was received with a brief update that the Children's Garden project was expected to move forward to City Council for bid approval. It was noted that the project is donation-funded, and no additional committee discussion occurred.

7. Cannabis Excise Tax and Gross Receipts Tax

Staff reported Cannabis Excise Tax revenues of \$26,838 for the month, compared to a budget of \$29,370, resulting in an unfavorable variance. Gross Receipts Tax revenues exceeded the budget, and staff explained that the spike in September distributions was due to amended returns from a large retailer, as well as a separate correction related to flood-designated GRT that required a journal entry adjustment.

FLOOD DISASTER UPDATES

8. Flood Disaster Updates

Staff reported continued progress on flood recovery despite communication delays due to the federal shutdown, noting that additional projects had recently been obligated and reimbursements had more than doubled, largely due to museum cleanup reimbursements. Discussion also covered revolving loan fund applications, with updates that the convention center and police department projects had been obligated by FEMA and were expected to move toward state approval.

ACTION ITEMS

9. Consider the approval for the purchase of a new Mac Roll-Off Truck from Bruckner Truck Sales in the amount of \$250,093 utilizing H-GAC Contract #HT06-20. Presented by Debbie Reyer.

The Solid Waste Department would like to buy a new Mack Roll-Off Truck from Bruckner Truck Sales, utilizing H-GAC contract #HT06-20.

- One (1) New Mack Roll-Off Truck with an MP 8 engine for \$250,093

This truck is on the ground in Hobbs, NM. All Specifications meet the requirements of the Route Supervisor.

Staff presented the request to purchase a new Mac roll-off truck to replace an aging unit that is no longer reliable, emphasizing the urgency due to mechanical failures and the current strain on operations. It was noted that the roll-off program generates significant monthly revenue, the truck is immediately available in Hobbs, and the purchase would be funded with Ashbritt related funds

Councilor Johnson made a motion for the recommendation for the approval of the purchase of a new Mac Roll-Off Truck from Bruckner Truck Sales in the amount of \$250,093 utilizing H-GAC Contract #HT06-20 to be placed on the consent agenda. Councilor Halvorson seconded the motion. The motion passed 4-0.

10. Recommend award of Roswell Waste Water Treatment Plant Gate Replacement Design Project to Molzen Corbin in the amount of \$396,357.74 which includes GRT.
Presented by James MacCornack.

City Waste Water Department has identified need to replace gate valves at the Waste Water Treatment Plant and provide some additional automation and monitoring of valve status. RFQ was issued utilizing Engineering Services On Call. Quotes received on January 28, 2026 for the subject project have been reviewed. Four quotes were received as follows: (Amounts include GRT).

1. Freese & Nichols, Inc.	\$481,821.30
2. HDR Engineering	\$193,837.21
3. WTC	\$433,083.20
4. Molzen Corbin	\$396,357.74

The recommendation of the award letter to Purchasing is attached to the agenda packet.

Councilor Heldenbrand made a motion to recommend the award of the Roswell Waste Water Treatment Plant Gate Replacement Design Project to Molzen Corbin in the amount of \$396,357.74, which includes GRT, to the consent agenda. Councilor Johnson seconded the motion. The motion passed 4-0.

11. Consider recommendation of approval of change order in the amount of \$151,712.83 to increase PO 22600812 for ITB-25-002 West Country Club Twin Reservoirs Repair Project from current amount of \$2,586,151.21 to a new amount of \$2,737,864.04. Presented by Andrew Valadez.

Due to leakage issues experienced during attempts to refill the South Reservoir, the tank has been re-drained, and the proposed change order is intended to address those leakage areas and apply a similar repair to the North Reservoir prior to attempting to

refill it. Total new contract value for this project including FY25 carryover amount would be \$4,399,506.54.

Staff explained the need to replace gate valves at the wastewater treatment plant and add automation and monitoring capability. Although a lower quote was received, staff recommended award to Molzen Corbin because the lowest respondent did not fully meet the scope requested in the RFQ.

After a brief discussion, Councilor Halvorson made a motion to recommend approval of change order in the amount of \$151,712.83 to increase PO 22600812 for ITB-25-002 West Country Club Twin Reservoirs Repair Project from current amount of \$2,586,151.21 to a new amount of \$2,737,864.04 to the consent agenda. Councilor Johnson seconded the motion. The motion passed 4-0.

FOR THE RECORD - Councilor Cavin joined the meeting at 2:32 PM.

12. Consider recommending approval of a budget adjustment in the amount of \$14,122.00 to contract Tascosa for the procurement and installation of furniture for five offices associated with the relocation of PVRCC Emergency 911 Center. Presented by Alison Herring.

PVRCC is relocating to a new facility. With the leadership transition to the new director, prior financial planning did not include furnishings for the new space. The relocation will result in five offices requiring furniture: three individual offices and two shared offices. Two quotes were solicited. The quotes received were \$87,569.08 and \$14,122.00.

Staff solicited two quotes for furnishing the space. The quote from Xybix Systems Inc. for \$87,569.08 reflects dispatch-center-grade furniture designed for 24/7 operations, specialized equipment integration, and enhanced durability.

The second quote, for \$14,122.00, was submitted by a local vendor familiar with the operational needs of public safety environments. This proposal reflects standard administrative-grade furnishings appropriate for the intended space. The vendor applied a first responder discount to the quoted amount, and the final price includes shipping and installation. The significant cost difference is attributable to the specialized construction and operational requirements of dispatch consoles compared to traditional office workstations.

Discussion noted that the furniture is necessary for staff to occupy the new space and to install workstations and computers prior to the move. DFA has denied the request as part of their invoice.

Councilor Heldenbrand made a motion to recommend approval of a budget adjustment in the amount of \$14,122.00 to contract Tascosa for the procurement and installation of furniture for five offices associated with the relocation of PVRCC Emergency 911

Center, to the consent agenda. Councilor Halvorson seconded the motion. The motion passed 5-0.

13. Resolution 26-XX Disposal of Certain Surplus Personal Property. Consider recommending to full Council adoption of Resolution 26-XX to dispose of certain surplus property listed on the attachment. Presented by Becky Hicks.

This request covers old/obsolete equipment and vehicles currently owned by the City of Roswell. Exhibit A: Items valued at less than \$2,500 and Exhibit B: Items valued at more than \$2,500. Both exhibits are printed on the same sheet for convenience. These items are in a state of disrepair and/or repair costs would exceed the value of the item and/or they have exceeded their life expectancy.

This item was presented as a housekeeping measure to dispose of surplus property that is no longer useful to the City. Discussion included a surplus hangar structure that had been purchased years ago but never installed due to significant additional site and infrastructure costs, and staff noted the City had received a better-than-expected bid for its sale.

Councilor Cavin made a motion to recommend the adoption of Resolution 26-XX Disposal of Certain Surplus Personal Property to be placed on the consent agenda. Councilor Heldenbrand seconded the motion. The motion passed 5-0.

14. Consider approval of the allocation of \$150,000.00 from the Public Safety Tax Fund for architectural and engineering design services for the Fire Station #2 Remodel Project. Presented by Steve Chaves.

The Roswell Fire Department has been granted \$1,500,000.00 for the remodel of Fire Station #2 to accommodate female personnel and modernize the facility to meet current operational standards. The project will address the need for gender-separated sleeping quarters, restroom and shower facilities, locker rooms, and associated support space necessary to provide equitable accommodations for all personnel.

In order to efficiently move forward once construction funding is fully released and available for expenditure, the department is requesting authorization to begin the architectural and engineering design phase in advance. Initiating the design process at this time will allow the City to develop construction-ready plans, refine cost estimates, identify potential structural or infrastructure challenges, and significantly reduce delays once the project proceeds to the construction phase.

Beginning engineering now ensures responsible project planning and positions the City to execute the full \$1.5 million remodel project without unnecessary postponement.

Discussion emphasized the importance of beginning design quickly so the City can demonstrate progress and strengthen future requests for capital funding from the Legislature.

Councilor Heldenbrand made a motion for the recommendation approval of the allocation of \$150,000.00 from the Public Safety Tax Fund for architectural and engineering design services for the Fire Station #2 Remodel Project to be placed on the consent agenda. Councilor Johnson seconded the motion. The motion passed 5-0.

15. Consider approval of the purchase of one (1) Kubota M6S-111SHDC2 4WD midsize utility tractor with cab and attachments, through the Sourcewell Cooperative Purchasing Contract No. 112624-KBA, in the total amount of \$88,220.99, for use in support of the Mobile ARFF Prop. Presented by Steve Chavez.

The Roswell Fire Department is requesting approval to purchase a Kubota M6S-111SHDC2 4WD midsize utility tractor equipped with a front loader, pallet forks, wheel weights, a telematics modem, and related attachments to support operational logistics for the Mobile Aircraft Rescue and Firefighting (ARFF) training prop.

The department utilizes jersey barriers and temporary fencing to establish safety perimeters, training zones, and operational boundaries during ARFF training evolutions. These barriers are critical in maintaining proper segregation between training operations and FAA Part 139-regulated areas of the airfield. Ensuring clear physical separation is essential for compliance, operational control, and overall airfield safety.

Currently, the movement and placement of jersey barriers requires coordination with outside resources, creating scheduling delays, operational dependency, and reduced efficiency during training setup and demobilization.

The acquisition of a dedicated tractor will allow personnel to safely and efficiently move jersey barriers and fencing for:

Establishing and maintaining proper segregation from FAA Part 139 operational areas
Setup and breakdown of safety perimeters for ARFF training exercises
Deployment and demobilization of the Mobile ARFF training prop
With this equipment, reliance on external assistance for moving barriers will no longer be required, resulting in improved efficiency, enhanced operational control, reduced scheduling constraints, and increased personnel safety.

This purchase will be fully funded through Grant No. 22-G2774.

Staff presented the request to purchase a utility tractor and attachments to support the Mobile ARFF Prop and related training activities at the airfield. The purchase was described as a cost-saving measure that would reduce reliance on outside contractors for moving and setting up training components.

Councilor Heldenbrand made a motion for the recommendation of approval of the purchase of one (1) Kubota M6S-111SHDC2 4WD midsize utility tractor with cab and attachments, through the Sourcewell Cooperative Purchasing Contract No. 112624-

KBA, in the total amount of \$88,220.99, for use in support of the Mobile ARFF Prop to the consent agenda. Councilor Johnson seconded the motion. The motion passed 5-0.

16. Consider approval to purchase replacement network infrastructure equipment from Ardham Technologies, Inc. in the total amount of \$196,844.03 through New Mexico Statewide Price Agreement Contract Number 60-00000-25-00021. Presented by Jeff Bechtel

The equipment being requested will replace core network switches and wireless access points that were lost and damaged during the recent flood event. The flood resulted in the loss of critical network infrastructure located at the City's datacenter and various City facilities.

Replacement of this equipment is necessary to restore secure and reliable network connectivity, support daily City operations, and ensure continuity of essential services.

The purchase includes core switching equipment, wireless access points, associated hardware components, and three-year networking platform licensing and support.

The cost of the equipment will be covered with funds currently available in the FY26 budget.

Purchase Core switches for datacenter – \$108,359.00 (Quote #ESTQ-023345 v6)

Purchase wireless equipment for the entire city – \$88,485.03 (Quote #ESTQ-023423 v6)

Staff requested approval to purchase replacement network infrastructure equipment through a statewide contract, explaining that the equipment is part of ongoing network replacement needs. It was also noted that this purchase may eventually be reimbursable through flood-related funding.

Councilor Johnson made a motion for the recommendation of approval to purchase replacement network infrastructure equipment from Ardham Technologies, Inc. in the total amount of \$196,844.03 through New Mexico Statewide Price Agreement Contract Number 60-00000-25-00021 to be placed on the consent agenda. Councilor Halvorson seconded the motion. The motion passed 5-0.

17. Consider recommending the adoption of Resolution 26-XX approving a budget adjustment for the fiscal year ending June 30, 2026. Presented by Toni Gomez.

The New Mexico Department of Finance Administration (DFA) requires governing body approval for any budget adjustment that increases or decreases revenue or expenditures in the approved budget. The finance department is requesting approval of budget adjustments, as summarized in Exhibit "A", to align the City's FY2025-2026

budget with current funding allocations. These adjustments include updates to various grants, transfers, and departmental budgets.

The City Manager, Hess Yntema, asked that the budget adjustment be amended for the Air Center Task Order E MAP Grant in the amount of revenues of \$1,175,120.47 and expenditures in the amount of \$983,264.61. The total revenues now total for \$5,978,84.85, and expenditures equal \$1,543,744.35.

Councilor Halvorson made a motion for the recommendation of approval of the adoption of Resolution 26-XX approving a budget adjustment for the fiscal year ending June 30, 2026, as amended to be placed on the consent agenda. Councilor Cavin seconded the motion. The motion passed 5-0.

APPROVAL OF MINUTES

18. Consider approval of the February 03, 2026, Regular Finance Committee Meeting Minutes. Presented by Tammi Smith.

Councilor Heldenbrand made a motion for the approval of the February 03, 2026, Regular Finance Committee Meeting Minutes. Councilor Cavin seconded the motion. The motion passed 5-0.

PUBLIC PARTICIPATION

Councilor Heldenbrand explained his methodology for reviewing the Profit and Loss Statement.

Councilor Gass discussed the approved Resolution for the Rules of Order and the time limits for adding items to the agenda.

Councilor Heldenbrand would like the audit committee to review the professional services agreement with the internal auditor.

Councilor Corn recalled suggesting the approval, adoption, and/or ratification of the five-year plan for each department.

Councilor Cavin stated that it would be useful to see a grant overview at some point.

Rita Kane-Doerhoefer asked for clarification on the Flood-Related Disaster and FEMA monies and the concern about the Roswell Adult Center.

Daniel Rubio with Wholesale Payments spoke about the credit card processing systems and asked who he should speak with about a possible change to the system.

ADJOURN

The meeting adjourned at 3:40 PM.