REGULAR MEETING
CITY OF ROSWELL COUNCIL - AGENDA
THURSDAY, FEBRUARY 13, 2025
Chaves County Administrative Center
Commission Chambers - #1 St. Mary's Place
Roswell, New Mexico 88203

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution No. 24-23. Except for emergency matters, the City Council shall take action only on the specific items listed on the Agenda.

FEBRUARY 13, 2025 2:00 p.m.

MAYOR - Timothy Z. Jennings

Ward 1	Ward II	Ward III	Ward IV	Ward V
Cristina A. Arnold	Juliana Halvorson	Edward L. Heldenbrand	Robert B. Corn	Angela G. Moore
Juan Oropesa	Will Cavin	Christopher Cortez	Darrell Johnson	Carlos Marrujo, Jr.

WELCOME! We are very glad you have joined us for the Roswell City Council meeting. If you wish to speak, please sign up prior to 2:00 p.m. In compliance with Resolution 24-23, all matters listed under Consent Items/Consent Agenda are considered routine by the City Council and will be approved by one motion. There will be no separate discussion on these items. If any member of the council desires to discuss the matter, that item will be removed from the consent agenda and will be considered separately. Any item approved as part of the consent agenda is not an agenda item for the purpose of public participation. The Council is pleased to hear relevant comments; however, a 3-minute limit is set in accordance with Resolution 17-65 (Governing Body Rules of Order). Large groups are asked to name a spokesperson. Robert's Rules of Order govern the conduct of the meeting. "THANK YOU" for participating in your City Government.

OPENING CEREMONIES

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

1. Approval of agenda - approve the agenda for the February 13, 2025, Regular City Council Meeting. (Halvorson/Martinez)

2. Approval of consent agenda - approve the consent agenda for the February 13, 2025, Regular City Council Meeting. (Halvorson/Martinez)

CONSENT ITEMS ***(items 3-20 will be approved at the time of the approval of the consent agenda)***

3. Authorization for approval to issue a purchase order in the amount of $1,470,000.00 for the purchase of two (2) Class-A HME pumpers from Municipal Emergency Services. (Corn/Fuller)

4. Authorization to issue a purchase order in the amount of $2,204,755.00 issued to Siddons Martin Emergency Group for a 100' Midmount Aerial Platform. (Corn/Fuller)

5. Authorization for PO approval to San Bar Construction Corporation in the amount of $96,760.95 which includes GRT for re-striping of City roads. (Corn/MacCornack)

6. Authorization for PO approval to New Mexico Gas Company in the amount of $152,778.09 which includes GRT for extension of natural gas service to the southeast area of the Roswell Air Center. (Corn/MacComack)

7. Authorization for ratification of award of Roswell Substantial Damage Assessments Project to Stantec in the amount of $133,154.18 which includes GRT. (Corn/MacCornack)

8. Approval to purchase and install equipment for Consolidated Dispatch in the amount of $345,229.86 using budgeted capital appropriation 24-I2882 awarded at $350,000.00. (Corn/Best)

9. Authorization for ratification for PO 22501332 for emergency Water & Wastewater Repairs due to flood disaster on Hondo Draw Bypass (Hondo River Sewer Damage) in the amount of $542,918.26, 4th Street manhole replacement in the amount of $233,215.10 and Berrendo River Aerial sewer line repair in the amount of $134,007.06 totaling $910,140.42 to J & H Services, Inc. includes GRT, with a budget adjustment to GL 53014355-614020 in the amount of $910,088.72. (Corn/Steward)

10. Authorization for ratification for PO 22501336 for emergency water and wastewater repairs due to flood disaster to White Cloud Pipeline in the amount of $369,329.49 including GRT, to include a budget adjustment to GL line 53004355-614020 of $369,279.49. (Corn/Valadez)

11. Approval of license agreement, or agreement substantially similar to that presented, between Reno Air Racing Association (RARA) and City of Roswell (COR). (Corn/Yntema)

12. Authorization for ratification of the expenditure of $179,216.33, over $60,000.00, to procure engineering services from Molzen Corbin for the NCAR triangle site survey. (Corn/Thompson)

13. Authorization for ratification of the expenditure of $186,050.93, over $60,000.00, to procure engineering services from Molzen Corbin for a terminal improvement design. (Corn/Thompson)

Resolution(s)

14. Resolution 25-04 Weeds - Adoption of Resolution 25-04 the Resolution shall mandate the cleanup of approximately three (3) separate properties within the City. (Heldenbrand/Franco)

15. Resolution 25-05 Condemnations - adoption of Resolution 25-05 the Resolution shall require the removal or demolition of four (4) dilapidated structures. (Heldenbrand/Franco)

16. Resolution 25-06 - adoption of Resolution 25-06 approving budget adjustment for the fiscal year ending June 30, 2025. (Corn/Gomez)

17. Resolution 25-07 - adoption of Resolution 25-07 to seek approval for the disposal of City-owned assets that were damaged, destroyed or rendered unusable due to the flood event on October 19-20, 2024. (Corn/Garcia)

Bids, RFP's and Agreements

18. Authorization for ratification for PO 22501743 for repair of 20" water line leak on West Bland St. to White Cloud Pipeline in the amount of $104,554.27 including GRT, to include a budget adjustment of $18,629.08 (Corn/Valadez)

19. Authorization for ratification of the purchase in the amount of $144,988.81 (including GRT) to McClain Yu Architecture for planning and design of the HVAC system at the Roswell Police Department Headquarters. (Corn/Rogers)

Minutes

20. Approval of the minutes from the Regular City Council Meeting on January 9, 2025.

(Halvorson/Martinez)

NON-ACTION ITEMS (Information Items)

21. Air Center Updates (Bobbi Thompson)

22. Employee Out-of-state Travel

23. Recognition of Andrew Valadez for earning the Max N. Summerlot Award (Chad Cole)

PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS

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

Closed Session

24. Hold a closed session pursuant to NMSA 1978 § 10-15-1H (7)(8), to discuss attorney-client privilege pertaining to litigation threatened or pending against the City and discussion of the purchase, acquisition or disposal of real property or water rights, and per the State Audit Rule. (Halvorson/Yntema)

NEW BUSINESS / REGULAR ITEMS

25. Grant City management authority to enter into First Amended Lease with Dean Baldwin for Building 1083. (Halvorson/Yntema)

26. Approval of ratification of City of Roswell, NM Disaster Declaration. (Halvorson/Yntema)

Resolution(s)

27. Resolution 25-08 - adoption of Resolution 25-08 Instructing General Fund Departments to maintain a 2% Savings. (Corn/Cavin)

Ordinance(s)

28. Ordinance 25-01: authorize to advertise for a public hearing to consider proposed Ordinance 25-01 amending the Municipal Campaign Finance Code. (Heldenbrand/Yntema)

CITY MANAGER REPORTS/ANNOUNCEMENTS
(Information Only)

29. Administratively Executed Leases December 2024-January 2025

Adjournment

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

Printed and posted: Friday, February 7, 2025

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

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 3.
Meeting Date: 02/13/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Authorization for approval to issue a purchase order in the amount of $1,470,000.00 for the purchase of two (2) Class-A HME pumpers from Municipal Emergency Services. (Corn/Fuller)

BACKGROUND:
Initiated by: Daniel Fuller

During the October 2024 flooding, the fire department lost three (3) Class A pumpers. Utilizing funding from the insurance, we are looking to replace two units. We are currently operating out of reserve units that are dated and are out of NFPA compliance for frontline engines. The purchase of these two apparatus will allow our frontline fleet to be NFPA compliant for pumper coverage.

FINANCIAL CONSIDERATION
$1,470,000 from insurance payment, fund- 11014121-817506 Capital vehicles- pending transfer of funds

LEGAL REVIEW:
Being reviewed by City of Roswell Legal Department.

BOARD AND COMMITTEE ACTION:
Finance Committee voted 5-0 at the February 6th meeting.

STAFF RECOMMENDATION:
Recommends authorization for approval to issue a purchase order in the amount of $1,470,000.00 for the purchase of two (2) Class-A HME pumpers from Municipal Emergency Services.

Attachments

Attachment 1
Specifications

MES
MUNICIPAL EMERGENCY SERVICES



MES PUMPER 22 PREMIER MODEL w/HME 1871 CHASSIS

EXPEDITED DELIVERY
SECURED PRODUCTION SLOTS IN EARLY 2024

COMPLETE COVERAGE
3 YEAR - INDUSTRY EXCLUSIVE COMPREHENSIVE WARRANTY

AVAILABLE IN AS LITTLE AS 10 WEEKS*

*BEGINNING IN EARLY 2024

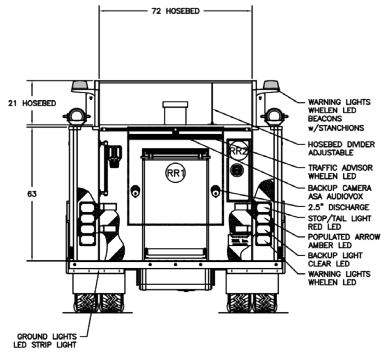
SPECIFICATIONS

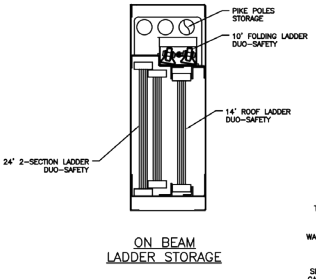
- Chassis: HME 1871 MFD 100" Wide
- Cummins L9 450 HP Motor
- Allison EVS 3000 Transmission
- Galvanized Chassis Frame
- Q2B Siren on Front Bumper
- 19k Hendrickson Steertec Front Axle
- 27k Reyco Granning Rear Axle
- Hale Q-Max 1,500 GPM Pump
- Foam Capable
- 1,000 Gal. Water & 30 Gal. Foam Tanks
- Standard NFPA Hose Bed
- Hale Pump Module
- Two-Piece Windshield
- Complete Shelving Package
- *Select Available Options

COMPARTMENTATION						
	BEHIND DOOR			CLEAR OPENING		
COMPT.	WIDTH	HEIGHT	DEPTH	DOOR WIDTH	DOOR HEIGHT	COMPT. VOLUME
L1	56"	63"	24"	47"	55"	49 FT³
L2	52"	33"	24"	49.5"	24"	23.8 FT³
L3	51"	63"	24"	47.5"	55"	44.6 FT³
R1 LOWER:	56"	30"	24"	47"	55"	23.3 FT³
R1 UPPER:	56"	33"	12"	47"	55"	12.8 FT³
R2	52"	33"	12"	49.5"	24"	11.9 FT³
R3 LOWER:	51"	30"	24"	47.5"	55"	21.3 FT³
R3 UPPER:	51"	33"	12"	47.5"	55"	11.7 FT³
RR1:	48"	63"	22"	31"	48"	38.5 FT³

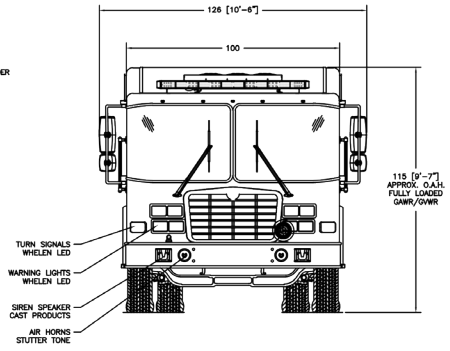
MES
MUNICIPAL EMERGENCY SERVICES

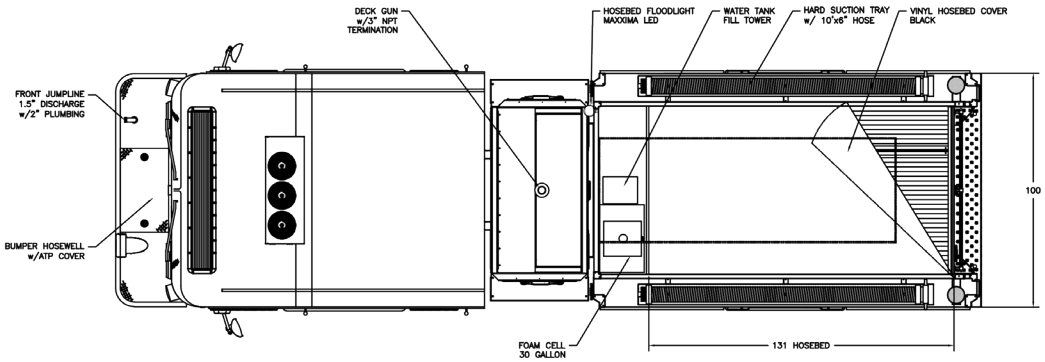
TECHNICAL DRAWINGS

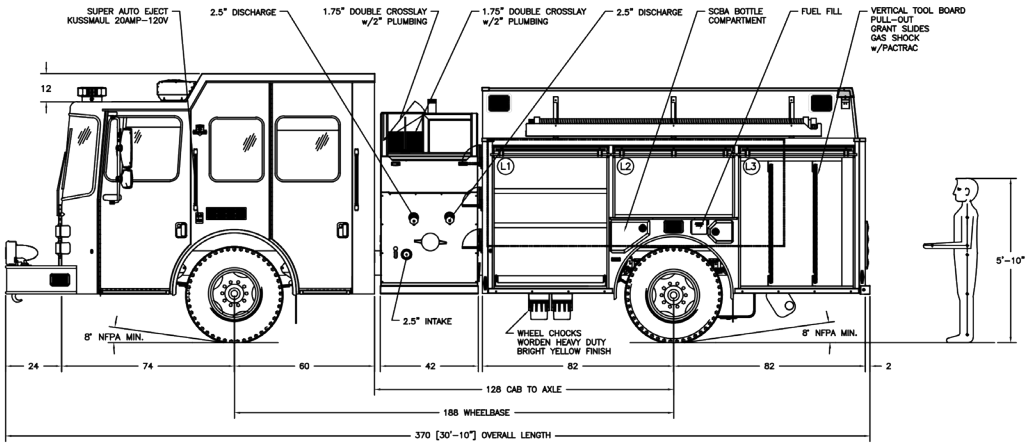


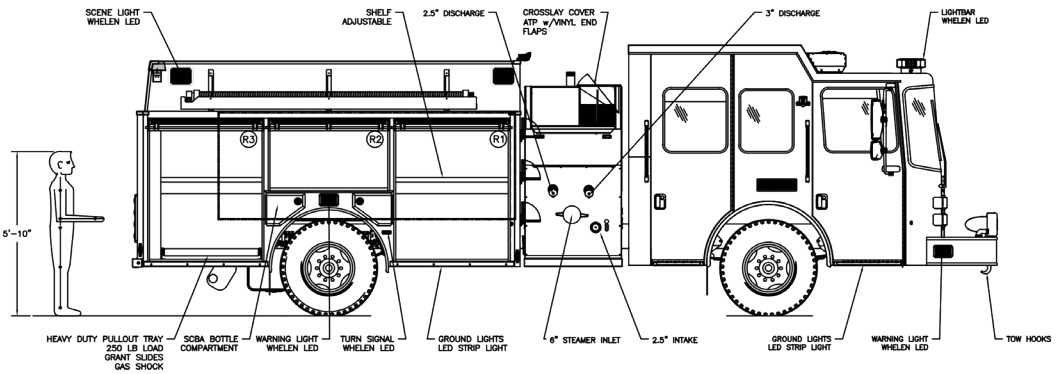


ON BEAM
LADDER STORAGE









Options for Roswell NM Fire Department

CREW SEAT REMOVAL

Removal of two (2) forward facing SCBA seats in the rear of the cab shall be completed.

EMS STORAGE COMPARMTENT

There shall be one (1) full height EMS storage compartment provided and installed in the cab with the door opening facing the front of the cab.

The approximate dimensions of the compartment shall be 40.00 inches wide by 20.00 inches deep.

The door opening shall be a minimum of 35.50 inches wide. The bottom of the cabinet shall contain a panel to raise the floor to maintain a flat floor 2.00 inches above the floor of the cab.

The interior side walls of the cabinet shall be fitted with channels for the installation of adjustable shelves.

EMS COMPARTMENT LOCATION

The EMS compartment shall be installed along the interior rear wall of the cab, center position.

EMS COMPARTMENT FINISH-BLACK

The interior and exterior of the EMS compartment shall be completed with a black powder coated paint finish for durability.

ROLL-UP DOOR

The EMS compartment shall be provided with a roll-up door.

The roll-up door shall be constructed of double-sided aluminum extrusions connected with a ball and socket joint. The extrusions shall be 1.375 inches wide by .375 inches thick with satin anodized finishing. A flexible EDPM extrusion shall be provided between each slat to insure a weather tight seal. Aluminum extrusions shall be individually replaceable without disassembling the entire door by removing push out clips on each end.

Side channels for each door to ride in shall be provided with santoprene seals to prevent dirt and moisture from entering the exterior compartment. A single piece top drip rail shall be provided with a santoprene seal to prevent dirt and moisture from entering the compartment when the door is fully closed. The bottom of each door shall also be provided with a santoprene seal. All nonmetallic parts shall be glass filled nylon.

Options for Roswell NM Fire Department

ROLL-UP DOOR LATCH

The door latch shall be keyed locking stainless steel lift bars and shall be provided with a magnetic door switch system.

ALUMINUM SHELVES - ADJUSTABLE - EMS COMPARTMENT

The full depth EMS compartment shelving shall be made from .190-inch smooth aluminum sheet material and shall have a flange 1.50 inches deep.

Each shelf shall be adjustable in height and held in place by extruded uprights.

There shall be a total quantity of two (2) provided.

DRI-DECK MATTING - SHELVES

The surface of two (2) aluminum shelves shall be covered with black colored, rigid Dri-Deck mat for improved ventilation that shall also provide a non-slip surface.

EMS COMPARTMENT LIGHTING

Two (2) LED strip lights shall be provided and mounted inside the cabinet, one (1) on each side of the exterior access roll up door.

These lights shall be activated by the door switch.

110 VOLT RECEPTACLE

One (1) 120-volt AC, single receptacle shall be provided with a weatherproof cover centered in the upper portion of the EMS compartment.

This receptacle shall be wired to the shoreline connection for charging devices stored in the EMS compartment.

OUTLET CONFIGURATION

The electrical outlet shall be a NEMA 5-20, rated at 120-volt AC, 20-amp, duplex straight blade receptacle.

FRONT SCENE LIGHT LOCATION

There shall be one (1) brow light mounted center on the front brow of the cab.

Options for Roswell NM Fire Department

SCENE LIGHT MODEL

A Hi-Viz LED brow light model FT-MB-24-F lamphead shall be provided and installed.

The lamphead shall have twenty-four (24) Cree XP-G2 white LEDs with a flood pattern for scene lighting.

The lamphead shall be no more than 2.063 inches high x 31.00 inches wide x 2.50 inches deep.

LIGHT HOUSING

Each lamphead shall be powder coated with a white finish.

SCENE LIGHT ACTIVATION

The cab forward brow lighting shall be activated by one (1) smart switch installed in the driver's side switch panel in the cab.

LOWERED CHASSIS CAB STEPS

There shall be bolt on auxiliary steps for all four (4) cab entry doors that shall be lowered to provide a manageable ground to first step distance. These steps shall be open style for ease of access and constructed with a non-skid stepping surface.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Consent Items 4.

Regular City Council Meeting
Meeting Date: 02/13/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Authorization to issue a purchase order in the amount of $2,204,755.00 issued to Siddons Martin Emergency Group for a 100' Midmount Aerial Platform. (Corn/Fuller)

BACKGROUND:
Initiated by: Daniel Fuller

During the October 2024 flooding, the fire department lost one (1) aerial platform truck. Utilizing funding from the insurance, we are looking to replace this unit. We are currently operating out of a rental unit that is dated. The purchase of this apparatus will allow our frontline fleet to be NFPA and ISO compliant for aerial coverage.

FINANCIAL CONSIDERATION:
$2,204,755.00 from insurance payment, acct- 11014121-817506 Capital vehicles- pending transfer of funds

LEGAL REVIEW:
Being Reviewed by City of Roswell Legal Department.

BOARD AND COMMITTEE ACTION:
The Finance Committee voted 5-0 at the February 6th meeting

STAFF RECOMMENDATION:
recommends authorization to issue a purchase order in the amount of $2,204,755.00 issued to Siddons Martin Emergency Group for a 100' Midmount Aerial Platform.

Attachments

Purchase agreement
Specifications

Siddons Martin Emergency Group, LLC
4214 2nd St NW
Albuquerque, NM 87107
Dealer License # 3100

January 23, 2025

Daniel Fuller, Deputy Chief
ROSWELL FIRE DEPARTMENT
200 S RICHARDSON AVE
ROSWELL, NM 88203

Proposal For: FY 25 Roswell Fire Pumpers Flood Replacement

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to ROSWELL FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB ROSWELL FIRE DEPARTMENT and training on operation and use of the apparatus.

Description	Amount
Qty. 1 - 1483 - Pierce-Custom Enforcer Aerial, HD Ladder 100', Mid-Mount (Unit Price - $2,202,755.00) Delivery within 12 months to 18 months of order date QUOTE # - SMEG-0008733-3	
Vehicle Price	$2,202,755.00
1483 - UNIT TOTAL	**$2,202,755.00**
SUB TOTAL	$2,202,755.00
HGAC FS12-23 (FIRE)	$2,000.00
TOTAL	**$2,204,755.00**

Price guaranteed until 1/31/2025

Additional: 'Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.
Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.'

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

(A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
(B) 20% of the Purchase Price after completion of the approval drawings;
(C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of New Mexico. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

James Salas

James Salas

I, _____, the authorized representative of ROSWELL FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

_____

Signature & Date

Option List

1/9/2025

Customer:	City of Roswell	**Bid Number:**	1489
Representative	Salas, James	**Job Number:**	
Organization:	Siddons-Martin Emergency Group	**Number of Units:**	1
Requirements Manager:		**Bid Date:**	01/31/2025
Description:	Roswell Enforcer 100' Tower Quint SMEG DAS	**Stock Number:**	
Body:	Aerial, 100AAT, Alum Body	**Price Level:**	51 (Current: 51)
Chassis:	Enforcer Chassis, 100AAT	**Lane:**	

Line	Option	Type	Option Description	Qty
1	0769372		Boiler Plates, 100AAT	1
			Fire Department/Customer - City of Roswell Fire Department Operating/In conjunction W-Service Center - Operating Miles - 200 Miles Number of Fire Dept/Municipalities - 15 Bidder/Sales Organization - Siddons-Martin Emergency Group Delivery - Delivery representative Dealership/Sales Organization, Service - Siddons-Martin Emergency Group	
2	0018180		Single Source Compliance, Aerials	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0028079		Match Not Required	1
7	0816491		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1
8	0533351		Quint Fire Apparatus	1
9	0588612		Vehicle Certification, Aerial w/Pump	1
10	0681278		Agency, Apparatus Certification, Aerial w/Pump, U.L.	1
11	0816495		Certification, Vehicle Inspection Program, NFPA 1900	1
12	0536644		Customer Service Website	1
13	0620362		Consortium, HGAC	1
14	0537375		Unit of Measure, US Gallons	1
15	0030006		Bid Bond Not Requested	1
16	0816569		Performance Bond, Not Requested, PPI Terms	1
17	0000007		Approval Drawing	1
18	0002928		Electrical Diagrams	1
19	0729149		Enforcer Chassis, 100AAT	1
20	0000110		Wheelbase	1
			Wheelbase - 271.00	
21	0000070		GVW Rating	1
			GVW rating - 78,000#	
22	0729280		Frame Rails, 13.38 x 3.50 x .375, Enforcer	1
23	0889473		Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 57" Qval	1
24	0796912		Axle, Front, Oshkosh TAK-4, Non Drive, 24,000 lb, Enforcer	1
25	0090914		Suspension, Front TAK-4, 24,000 lb, DLX/Qtm/AXT/Vel/Enf/SFR	1
26	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
27	0000322		Oil Seals, Front Axle	1
28	0679621		Tires, Front, Michelin, XZY3 (wb), 425/65R22.50, 20 ply, Fire Service Load Rtng	1
29	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
30	0728953		Axle, Rear, Meritor RT52-185, 54,000 lb, Enf, 100AAT	1
31	0818717		Top Speed of Vehicle, 65 MPH/104 KPH, Non-NFPA/ULC 2024	1
32	0660628		Suspen, Rear, Air Link, AL- 520, Air Ride, 54,000 lb	1
33	0000485		Oil Seals, Rear Axle	1
34	0070729		Tires, Rear, Michelin, XDN2, 12R22.50, 16 ply, Tandem	1
35	0019639		Wheels, Rear, Alcoa, 22.50" x 8.25", Aluminum, Hub Pilot, Tandem	1
36	0568081		Tire Balancing, Counteract Beads	1
37	0620569		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Tandem Axle	1
			Qty, Tire Pressure Ind - 10	
38	0801909		Lug Nut, Covers, Chrome	1
39	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
40	0013241		Axle Hub Covers, Rear, S/S High Hat (Tandem)	1

Line	Option	Type	Option Description	Qty
41	0002045		Mud Flap, Front and Rear, Pierce Logo	1
42	0766669		Chocks, Wheel, SAC-44-E, Folding, 100AAT	1
			Qty, Pair - 01	
43	0766668		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal, 100AAT	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Tire, Rearward	
44	0593759		ESC/ABS/ATC Wabco Brake System, Tandem Rear Axle	1
45	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
46	0000730		Brakes, Meritor, Cam, Rear, 16.50 x 7.00"	1
47	0735527		Air Compressor, Brake, Wabco 26.8 CI, Paccar	1
48	0637583		Brake Reservoirs, 6,408 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
			Paint Color, Air Tanks - Frame color	
49	0790412		Air Dryer, Wabco System Saver 1200 IWT, Heated, SFR/Enf	1
50	0000790		Brake Lines, Nylon	1
51	0000854		Air Inlet, w/Disconnect Coupling	1
			Location, Air Coupling(s) - a) DS Step Well, Forward	
			Qty, Air Coupling (s) - 1	
52	0586772		Box, Recessed, Alum Treadplate, for Air Fitting	1
			Location - forward in driver side step well of cab.	
			Qty, Air Coupling (s) - 1	
53	0070810		All Wheel Lockup (Aerial/Tanker Chassis)	1
54	0811018	SP	Engine, Paccar MX13, 510HP, 1850 lb-ftW/OBD, EPA 2024, SFR/Enforcer, BMP/HDR/STK	1
55	0811409		Not Required, Engine Contingency Adjustment	1
56	0001244		High Idle w/Electronic Engine, Custom	1
57	0735687		Engine Brake, Fully Integrated, Paccar MX13 Engine	1
			Switch, Engine Brake - MX13	
58	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
59	0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1
60	0814375		Exhaust System, Horizontal, Right Side	1
			Exhaust, Diffuser - Aluminized Steel (Standard)	
			Exhaust, Material/Finish - Aluminized Steel (Standard)	
			Location, Diffuser Termination - 2.00" Past Rub Rail (Standard)	
			Tip, Exhaust - Straight Tip (Standard)	
61	0788765		Radiator, Saber FR/Enforcer	1
62	0001090		Cooling Hoses, Rubber	1
63	0803687		Fuel Tank, 65 Gallon, Left Side Fill, Rear Air Suspension	1
			Finish, Fuel Tank - Painted	
64	0001129		Lines, Fuel	1
65	0734655		DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, Fill Dr, ENF	1
			Door, Material & Finish, DEF Tank - Painted	
			Latch, Door, Access - SouthCo M1 medium push to close	
66	0552793		Not Required, Fuel Priming Pump	1
67	0552712		Not Required, Shutoff Valve, Fuel Line	1
68	0699437		Cooler, Chassis Fuel, Not Req'd.	1
69	0011125		Door, Fuel Fill Painted Job Color	1
			Qty, - 01	
70	0690880		No Selection Required From This Category	1
71	0801890		Trans, Allison 6th Gen, 4500 EVS P, w/Prognostics, Imp/Vel/Enf	1
72	0512762		Transmission, Shifter, 6-Spd, Push Button, 4500, Imp/Vel/Qtm/DCF/Enf	1
			Trans, ratio - 4500 EVS, 6Spd	
73	0684459		Transmission Oil Cooler, Modine, External	1
74	0001375		Driveline, Spicer 1810	1
75	0734211		Steering, Sheppard M110 w/Tilt, TAK-4, Paccar Pump, w/Cooler, Paccar	1
76	0605356		Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1
77	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - City of Roswell	
			Text, Row (2) Two - Fire	
			Text, Row (3) Three - Department	
78	0725322		Bumper, 15" Extended, Steel, Painted, Integrated, 100AAT, Enforcer	1
79	0825640		Lift & Tow Package, Enforcer/Velocity, 100AAT	1
80	0522573		Tow Hooks Not Required, Due to Lift and Tow Package	1
81	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, UL-LX Coating, Black	1

Line	Option	Type	Option Description	Qty
82	0625650		Cab, Enforcer, 7000	1
83	0747442		Engine Tunnel, X12, MX13, Spray Insulation, Enforcer	1
84	0887601		Cab Insulation, Enforcer/Saber FR	1
85	0633594		Rear Wall, Interior, Adjustable Seating	1
86	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate	
87	0728889		Cab Lift, Elec/Hyd, Stabilizer Interlock, Enforcer 100AAT	1
88	0828257		Label For Cab Lift, "Q2B Swivel Must be Turned"	1
			Location - cab lift control	
89	0695930		Grille, Bright Finished, Front of Cab, Enforcer	1
90	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	
91	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer	1
92	0087357		Molding, Chrome on Side of Cab	1
93	0772130		Mirrors, Retrac, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex, Marker Light	1
94	0517525		Mirrors, 8" K-10 Eyeball, PS Cab Front, Front Cross View	1
95	0648171		Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Level Roof	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
96	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
97	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
98	0620344		Steps, 4-Door Cab, Dual, Saber FR/Enforcer	1
			Light, Step, Additional - P25 LED	
			Step Well Material - Aluminum Treadplate	
99	0770200		Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door Cab	1
			Color, Handrail Light - Red	
			Control, Handrail Light - Parking Brake	
100	0892638		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	1
			Color, Trim - Chrome Housing	
101	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
102	0586967		Grab Handle, Chrome, Specify Location, Qty	2
			Location - one (1) on the driver and one (1) on the officer side door pan vertical near the upper door panel hinged side, to work as a high grab handle into cab.	
			Qty, - 02	
103	0630508		Window, Side of C/C, Fixed, Passenger Side Only, Saber FR/Enforcer	1
104	0786278		Window Tint, Crew Cab Door, Right Side, Medium Gray	1
105	0786287		Window Tint, Rear Wall, Left Side, Medium Gray	1
106	0786289		Window Tint, Crew Cab Door, Left Side, Medium Gray	1
107	0786276		Window Tint, Rear Wall, Right Side, Medium Gray	1
108	0786283		Window Tint, Behind Cab Door, Right Side, Medium Gray	1
109	0806597	SP	Compt, 16.50 W x 36 H x 15 D, RS Side C/C, Dbl Pan, 70" Enf/SFR	1
			Light, Aux Cab Compartment - Pierce, Hinged Side	
			Finish, Cab Compt/Component - Cab Interior	
			Door, Cab Exterior Cabinet - Double Pan, Non-Locking	
			Door, Exterior Stop - Web Strap	
110	0798597		Holder, Cup, Cab/Crewcab, Each, Loc	2
			Location - driver and officer side of cab	
			Qty, - 02	
111	0894089		Dash, Heavy Duty Metal, Enforcer	1
			Material Finish, Metal Dash - Fire Smoke Gray	
112	0607217		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
			Mounting Provision Spacing - 1.00"	
			Material Finish, Cab Interior - Painted	
113	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Engine Tunnel Cover - Dark Silver Gray Endure Vinyl	
			Cab Interior Rear Wall Material - Painted Aluminum	
114	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
			Color, Cab Interior Paint - i) fire smoke gray	
115	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
116	0722696		HVAC, Standard-Duty, Enforcer, CARE	1
			HVAC System, Filter Access - Removable Panel	

Line	Option	Type	Option Description	Qty
116			Auxiliary Cab Heater - Both	
			HVAC System, Control Loc. - Panel Position #12	
			Plenum Cover Material - Formed Plastic	
117	0624005		Sun Visor, Vinyl/Fabric, AXT, Qtm, SFR/Enf	1
			Sun Visor Retention - Thumb Latch	
			Sun Visor, Vinyl/Fabric - Vinyl	
118	0622887		Grab Handles, Driver Door Post, Officer Door Post Low, Saber FR/Enforcer	1
119	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
120	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
			Latch, Door, Storage - Lift and Turn Latch, Flush	
121	0583042		Side Roll and Frontal Impact Protection	1
122	0622618		Seating Capacity, 5 Belted Seats	1
123	0636955		Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, PRIMARY, SFR/Enf	1
124	0636942		Seat, Officer, Pierce PSV, Fixed, SCBA, Safety, PRIMARY, SFR/Enf	1
125	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
			Latch, Door, Storage - Lift and Turn Latch, Flush	
126	0821932		Cabinet, Rear Facing, LS, 23 W x 40.25 H x 26.75 D, Web, Ext Acc, SFR/Enf	1
			Light, Short Cabinet - Pierce, Exterior, Left Side	
			Scuffplate, Material/Finish - S/S, Brushed	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 1.25" Up-Turned Lip	
			Door, Cab Exterior Cabinet - Double Pan, Locking #751	
			Door, Exterior Stop - Web Strap	
			Louvers, Cabinet - 0-No Louvers	
			Fastener, Web, Cab Cabinet - Seat Belt Buckle, Bottom	
127	0102783		Not Required, Seat, Rr Facing C/C, Center	1
128	0635969		Seat, Rr Fcng C/C, RS Otbrd, Pierce PSV, SCBA, Safety, PRIMARY, SFR/Enf	1
129	0108189		Not Required, Seat, Forward Facing C/C, LS Outboard	1
130	0635957		Seat, Fwd Fcng C/C, Ctr, (2) Pierce PSV, SCBA, Safety, SECONDARY, SFR/Enf	1
131	0108190		Not Required, Seat, Forward Facing C/C, RS Outboard	1
132	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE	5
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Qty, - 05	
133	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	4
			Qty, - 04	
134	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1
			Seat Belt Color - Red	
135	0817557		Helmet Storage, Provided by Fire Department, NFPA/ULC 2024	1
136	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Door Switches and Lens Switch	
			Control, Dome Lt Color - Lens Switch	
137	0896451		Enhanced Software for Cab and Crew Cab Dome Lts	1
138	0816996		Portable Hand Light, Provided by Dealer, NFPA/ULC 2024	1
139	0622803		Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX	1
			Emergency Switching - Individual Switches	
140	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
141	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
142	0743386		Messages, Open Dr/DNMT, Color Dsply, 100AAT	1
143	0622798		Switching, Cab Instrument Lower Console & Overhead, Rocker MUX, Enforcer	1
144	0802945		Wiper Control, 2-Speed with Intermittent, Stalk Control, Enf MUX	1
145	0731813		Hour Meter, Aerial, Included in Information Centers, ASL, AAT, ASP	1
146	0002615		Switch, Aerial 12V Master	1
147	0002617		PTO switch, w/light - aerial	1
148	0820894		Wiring, Spare, 15 A 12V DC, Batt Dir, 1st NFPA1900/ULC	1
			Location, Wiring - Behind Officer Seat	
			12vdc power from - Battery direct	
			Wire termination - 10-Place Bus Bar w/Cover	

Line	Option	Type	Option Description	Qty
149	0820921		Wiring, Spare, 4.8 A 12V DC, USB Term, Blue Sea 1045, Batt Dir, 1st NFPA1900/ULC	1
			Qty, - 01 12vdc power from - Battery direct Location - panel position #14	
150	0814201		Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714	1
			System Of Measurement - US Customary	
151	0734854		Collision Mitigation, Not Requested	1
152	0606247		Vehicle Data Recorder w/CZ Display Seat Belt Monitor	1
153	0735095		Intercom, David Clark, 4-Pos, 2-Dual Radio, (D, O, RPTT), 2obC, 3805	1
			Location - Driver, Officer and two rear facing crew seats. Location, Intercom, C Cab - 2) 2 rearward facing seats	
154	0637058		David Clark Universal Radio Interfaces Included with Single/Dual System	1
			Location, Radio Interface - Behind the officer seat	
155	0597914		Headset, David Clark, H3442 Under Helmet, Flex Mic	4
			Qty, - 04 Location - Driver, officer and two crew seats	
156	0819255		Hangers For Headsets, NFPA/ULC 2024, Each	4
			Qty, - 04 Location, Headset Hangers - Driver Seat, Officer Seat, DS Outbrd, Rear Fcng Seat and PS Outbrd, Rear Fcng Seat	
157	0067116		Bracket, Johnny Ray Swivel, 7 Lb. Rating	1
			Location - Centered between the officer and driver Qty, - 01	
158	0687904		Antenna Mount, Custom Chassis, Cable Routed to Behind Officer Seat	2
			Location - Route behind officer seat Qty, - 02	
159	0817058		Camera, Pierce, LS Mux, R Camera, SD, CL714	1
			Camera System Audio - Not Provided	
160	0814831		Not Required, Camera Switcher	1
161	0890416		Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT	1
			Color, Antenna - White Antenna Module Housings - See Through Housings with LED Cuircuit Indicators	
162	0896456		Prognostics, Electrical System	1
163	0816093		ClearSky Telematics, Remote Fleet & On-scene Management, AT&T Commercial	1
			Subscription, Telematics - 3 Year Subscription	
164	0733539		Electrical System, Enf MUX ESP	1
165	0079211		Batteries, (6) Stryten/Exide Grp 31, 950 CCA each, Threaded Stud	1
166	0008621		Battery System, Single Start, All Custom Chassis	1
167	0002698		Battery Compartment, Saber/Enforcer	1
168	0812586		Charger, Sngl Sys, Kussmaul, Chief 091-266-12-60, 60 Amp	1
169	0814869		Location, Cab, Charger, Behind Driver Seat	1
170	0813791		Panel, Charger Display, Kussmaul, 091-94-12, Batt Dir	1
171	0814939		Location, Cab, Ind/Remote, Driver's Seat Riser	1
172	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01 Color, Kussmaul Cover - b) red Shoreline Connection - Battery Charger	
173	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Cab, Frt Corner	
174	0647728		Alternator, 430 amp, Delco Remy 55SI	1
175	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
176	0783157		Headlights, Rect LED, JW Spkr Evo 2, Heat, AXT/DCF/Enf/Imp/Sab/Vel	1
			Color, Headlight Bez - Chrome Bezel	
177	0802935		Light, Directional, Wln M62T* LED, Cmn Bzl, Above Headlights, Sab/Enf	1
			Color, Lens, LED's - Clear Color, Q Bezel and Trim - Polished Chrome Flash Pattern, Directional Lts - Steady On (Arrow)	
178	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
179	0736083		Lights, Clearance/Marker, Side, P25 LED 2 Lts, Others With Visor Lt	1
180	0647899		Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	1
181	0670831		Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts, 100AAT	1

Line	Option	Type	Option Description	Qty
182	0602938		Light, Marker End Outline, Rubber Arm, LED Marker Lamp, Rear Body	1
			Qty, Lights, Pair - 1	
183	0804514		Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg	1
			Color, Lens, LED's - Match	
			Flash Pattern, Directional Lts - Steady On (Arrow)	
184	0806466		Lights, Backup, Wln M62BU, LED, For Tail Lt Housing	1
185	0889577		Bracket, License Plate & Light, P25 LED, Stainless Brkt	1
			Color, Trim - Chrome Housing	
186	0556842		Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
187	0589905		Alarm, Back-up Warning, PRECO 1040	1
188	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
189	0769564		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 1lt	1
190	0763190		Lights, Perimeter Body, Amdor AY-LB-12HW012 LED 3lts	1
			Control, Perimeter Lts - Parking Brake Applied	
191	0896454		Enhanced Software for Perimeter Lts	1
192	0735865		Step Illumination, Pump Panel Light Shield, 100AAT, w/Pump	1
193	0730736		Bracket, Alum. Painted, Offset, 12V Brow Mount Lts, Top of Cab	2
			Location - above crew cab doors, one each side	
			Qty, - 02	
			Bracket, Light, Angle, Cab Sides - Straight	
194	0782527		Guard, Aluminum Painted, HiViz Light, Brow Mount, Location	2
			Location - above crew cab doors, one each side	
			Qty, - 02	
195	0762177		Light, Visor, HiViz, FT-B-72-ML-*, Cntl Feat, Flush w/Cab	1
			Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS	
			Color, Lt Housing HiViz - Black	
196	0897903		Lights, HiViz FT-MB-2.45-**-* 49.37", 1st	1
			Location - above driver side crew cab door	
			Qty, - 01	
			Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS	
			Color, Lt Housing HiViz - Black	
			Scene Light Optics - combination	
197	0897900		Lights, HiViz FT-MB-2.45-**-* 49.37", 2nd	1
			Location - above passenger side crew cab door	
			Qty, - 01	
			Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS	
			Color, Lt Housing HiViz - Black	
			Scene Light Optics - combination	
198	0764634		Lights, HiViz FT-B-72-* LED, 1st	1
			Location - driver side of body on catwalk above LS3.	
			Qty, - 01	
			Control, Scene Lts - DS Scene Lts	
			Color, Lt Housing HiViz - Black	
199	0764632		Lights, HiViz FT-B-72-* LED, 2nd	1
			Location - passenger side of body on catwalk above RS3.	
			Qty, - 01	
			Control, Scene Lts - PS Scene Lts	
			Color, Lt Housing HiViz - Black	
200	0766802		Not Required, Deck Lights, Other Hose Bed & Rear Lighting, 100AAT	1
201	0729276		Lights, Hose Bed, Front/Rear, Light Strips, AAT	1
			Control, Hose Bed Lts - Cup Switch At Rear	
202	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
203	0733247		Lights, Rear Scene, HiViz FT-GESM*, Surface Mt	2
			Location, Lights - One on each side of the rear bulkhead	
			Qty, - 02	
			Control, Rear Scene Lts - Cab Switch Panel DS and Reverse w/E-Master	
			Color, Lt Housing HiViz - Crm Opt Hold, Crm Bez, Blk Fix	
204	0892702		Lights, Walk Surf, Amdor AY-LB-12HW020, P25 LED, 100AAT	1
			Color, Trim - Chrome Housing	
205	0771870		Aerial, 100AAT, Alum Body	1
206	0554271		Body Skirt Height, 20"	1
207	0769002		Tank, Water, 300 Gallon, Poly, 100AAT	1
208	0751917		Overflow, 3.00" Water Tank, Poly	1

Line	Option	Type	Option Description	Qty
209	0028107		Not Required, Foam Cell Modification	1
210	0003429		Not Required, Direct Tank Fill	1
211	0769016		Hose Bed, Alum, Right Side, 100AAT	1
212	0723546		DA Finished Hose Bed/Cargo Area	1
213	0555137		Hose Bed Capacity 800' of 5.00", 100AAT, 100' RMAP	1
214	0748063		Hose Restraint, Front Vinyl/Treadplate, 1" Heavy Nylon Web Rear, RS, 100AAT	1
			Color, Vinyl Cover - c) black	
215	0003512		Running Boards, Ascendant, PAL	1
216	0735582		Turntable Steps, Swing-Down, Left Side, 100AAT	1
			Step, Flip - Flip Step, One Step Assembly	
			Body Handrail Finish - knurled aluminum	
			Step Surface, Turntable - Punched Grip	
217	0889980		Lights, Step (3), P25 LED, One Side	1
			Control, Scene Lts - Aerial master	
218	0690023		Wall, Rear, Smooth Aluminum	1
219	0074515		Tow Eyes (2), Painted Lower Job Color, 100AAT, Ascendant Single Axle, 75' HAL	1
220	0769019		Construction, Compt, Alum, 100AAT	1
221	0771504		Compt, Left Side, Roll, 100AAT	1
			Latch, Door, Access - SouthCo C2 black raised, pair	
222	0771505		Compt, Right Side, Roll, 100AAT	1
223	0766483		Doors, Gortite Rollup, Side Compartments	9
			Qty, Door Accessory - 09	
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
224	0740006		Bumper, Rear, 3", Counterweight, Steel, Full 45 Degree Angled Corners, 100AAT	1
225	0603083		Lights, Compt,Pierce LED,Dual Light Strips,Each Side Dr,Ascend TA,75'HAL,PAP,HDL	9
			Qty, - 09	
			Location, Compartment Lights - All Body Compts	
226	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
227	0600289		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations, Aerial	6
			Qty, Shelf - 06	
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - RS1-Centered, RS2-Centered, RS3-Centered, LS1-Centered, LS2-Centered and LS3-Centered	
228	0647772		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 3G	4
			Qty, - 04	
			location - LS2, LS4, RS2, RS4	
			Material - Painted - Spatter Gray	
229	0061917		Rub Rail, Aluminum Extruded, 3.12", Side of Body	1
230	0769018		Fender Crowns, Rear, S/S, w/Removable Fender Liner, Aerial, 3G, Two Pair	1
231	0519849		Not Required, Hose, Hard Suction	1
232	0893756		Handrails, Side Pump Panels, Per Print, Aerial	1
			Step, Runningboard - step	
233	0765324		Compt, Air Bottle/Extinguisher,Between Tandems,Three (3),w/Straps,100AAT,Bolt-In	2
			Qty, Air Bottle Comp - 2	
			Door Finish, Fender Compt - Painted	
			Location, Fender Compt - LS and RS	
			Latch, Air Bottle Compt - Southco C2 Black Raised, Pair	
			Insert, Air Bottle Compt - Rubber Matting	
			Door Type - lift up with pneumatic spring	
234	0795333		Compt, Air Bottle, Single, Fender Panel, Bolt-In	4
			Qty, Air Bottle Comp - 4	
			Door Finish, Fender Compt - Painted	
			Location, Fender Compt - Single - LS Fwd, Single - LS Rear, Single - RS Fwd and Single - RS Rear	
			Latch, Air Bottle Compt - Southco C2 Black Raised	
			Insert, Air Bottle Compt - Rubber Matting	
235	0768635		Ladder, 35' Duo-Safety 1200A 2-Sect	2
			Qty, - 02	
236	0010406		Ladder, 28' Duo-Safety 1200A 2-Section	1
			Qty, - 1	
			Location, Extension Ladder - torque box	

Line	Option	Type	Option Description	Qty
237	0024232		Ladder, 16' Duo-Safety 875A Roof	1
			Qty, - 1	
238	0648681		Ladder, 14' Duo-Safety 875-DR Roof	1
			Qty, - 01	
			Location - fly section of aerial	
239	0014232		Ladder, 20' Duo-Safety 875A Roof	1
			Qty, - 1	
240	0024233		Not Required, Attic Extension Ladder	1
241	0768634		Ladder, 10' Duo-Safety Folding, 585A	2
			Qty, - 02	
			Location, Folding Ladder Aerial - torque box	
242	0806199		Ladders in Torque Box, Gortite Roll, Retainer Latch, 100AAT	1
			Color, Roll-up Door, Gortite - Satin finish	
			Latch, Roll-up Door, Gortite - Non-Locking, Rear	
			Latch, Door Ladder Storage - Southco C2 Chrome Raised, Pair	
			Latch, Anti-Migration Plate - Southco C2 chrome raised	
243	0766602		Lights, Torque Box Ladder Storage, Pierce LED Strip Lights, 2 Lts, 100AAT	1
244	0788575		Pike Pole, 12' Fire Hooks Unlimited, NY Roof Hook, Fiberglass, RH-12, Pry End	2
			Qty, - 02	
245	0567897		Pike Pole, 8' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-8	2
			Qty, - 02	
			Location - in ladder storage	
246	0634020		Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Steel, Gas Shut Off,RH-6	2
			Qty, - 02	
247	0548410		Not Required, Pole, Pike, 3'	1
248	0770578		Pike Pole Tubes, in Torque Box/Ladder Storage, ABS	6
			Qty, - 06	
249	0765390		Pump House, Side Control, 42", 100AAT, Control Zone	1
250	0767048		Pump House Structure	1
251	0767622		Pump, Waterous, S100, 2000 GPM, Single Stage, 100' AAT	1
252	0504116		Seal, Mechanical, Waterous, w/S100 Pump	1
253	0816450		Trans, Pump, Waterous C22, S100 Pump Only	1
254	0635600		Pumping Mode, Stationary Only	1
255	0605126		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	1
256	0003148		Transmission Lock-up, EVS	1
257	0004547		Auxiliary Cooling System	1
258	0014486		Not Required, Transfer Valve, Single Stage Pump	1
259	0746501		Valve, Relief Intake, Elkhart	1
			Qty - 1	
			Pressure Setting - 125 psig	
			Intake Relief Valve Control - Behind Right Side Pump Panel	
260	0826104		Controller, Pressure, FRC, Pump Boss Max, PBA500	1
			Pressure Governor Throttle Control - Clockwise	
			Pressure Governor Default Mode - RPM Setting	
			Pressure Governor Std/Metric - Standard psi readouts	
			Pressure Governor Transducer - Single 600 PSI	
			Pressure Governor Alarm - NOT BE an additional alarm provided	
261	0072153		Primer, Trident, Air Prime, Air Operated	1
262	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
263	0602492		Plumbing, Stainless Steel and Hose, Single Stage Pump, 100AAT	1
264	0089437		Plumbing Without Foam System	1
265	0751029		Inlets, 6.00", (1) Left Side, (1) Right Side, 1500-2000 GPM Pump, 100AAT	1
266	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
267	0084610		Valves, Akron 8000 series- All	1
268	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	1
			Qty, Inlets - 1	
269	0004700		Control, Inlet, at Valve	1
270	0004660		Inlet (1), Left Side, 2.50"	1
271	0029147		Not Required, Inlet, Right Side	1
272	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
273	0767284		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing, 100AAT	1
274	0004905		Outlet, Tank Fill, 1.50"	1

Line	Option	Type	Option Description	Qty
275	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
276	0004940		Outlet, Left Side, 2.50"	2
			Qty, Discharges - 02	
277	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
278	0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	
279	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
280	0821949		Outlet, Large Diameter, Right Side, Akron Valve, 100AAT	1
			Outlet, Large Diameter, Plumbing - 4.00"	
			Outlet, Large Diameter, NST Adapter - 4.00" MNST	
			Outlet, Large Diameter, Valve Actuation - Pierce small handwheel	
281	0005097		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	1
			Qty, - 01	
282	0092572		Not Required, Outlet, Front	1
283	0752096		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Vinyl Covered Cable	1
284	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
285	0029106		Not Required, Deluge Outlet	1
286	0826320		Waterway Outlet & Control, Akron Valve, 100AAT	1
			Outlet, Waterway (Aerial), Valve Actuation - Pierce small handwheel	
287	0762277		Crosslays Sngl Sheet Unpainted, (1+) 1.50" Std. Cap, 100AAT	2
			Qty, Crosslays - 2	
288	0029196		Not Required, 2.50" Crosslay	1
289	0623374		Hose Restraint, Crosslays, 2" Nylon Web, Seat Belt Buckle, Tether, Bar, Sides	2
			Qty, - 02	
			Color, Strap - Orange	
290	0590891		Hose Restraint, Crosslay/Deadlay, Velcro Straps, Top	2
			Qty, - 02	
291	0044333		Not Required, Foam System	1
292	0012126		Not Required, CAF Compressor	1
293	0552517		Not Required, Refill, Foam Tank	1
294	0042573		Not Required, Foam System Demonstration	1
295	0045465		Not Required, Foam Tanks	1
296	0091110		Not Required, Foam Tank Drain	1
297	0091112		Not Required, Foam Tank #2 Drain	1
298	0738072		Approval Dwg, Pump Panel(s), Not Required	1
299	0032479		Pump Panel Configuration, Control Zone	1
300	0747651		Step, Slide-Out/Fold-Out, Pump Operator Platform, 100AAT	1
301	0667186		Light, Slide-Out Pump Operator Step, On Scene Solutions Access LED, Short Step	1
302	0629252		Material, Pump Panels, Side Control Black Vinyl	1
			Material Finish, Pump Panel, Side Control - Black Vinyl	
			Material, Pump Panel, Side Control - Aluminum	
303	0723264		Panel, Pump Access - Right Side Only, 100AAT	1
			Latch, Pump Panel Access, Side Mount - Flush Lift and Turn, Chrome, AAT	
304	0583824		Light, Pump Compt, Wln 3SC0CDCR LED White	1
			Qty, - 01	
305	0586382		Gauges, Engine, Included With Pressure Controller	1
306	0005601		Throttle, Engine, Incl'd w/Press Controller	1
307	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
308	0549333		Indicators, Engine, Included with Pressure Controller	1
309	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
310	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
311	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
312	0062586		Gauge, Water Level, Class 1, Pierce Std	1
313	0006774		Not Required, Foam Level Gauge	1
314	0735892		Light Shield, S/S LS & RS, 100AAT, Std LED	1
315	0762640		Air Horns, (2) Hadley, 6" Round, eTone, In Bumper, 100AAT	1
316	0606833		Location, Air Horns, Bumper, Each Side, Inside Frame (Pos #3 & #5)	1
317	0757092		Control, Air Horn, Multi Select	1
318	0757076		Control, Air Horn, Lanyard, RS	1
			Lanyard - Vinyl Covered .12" cable	

Line	Option	Type	Option Description	Qty
319	0757077		Control, Air Horn, Lanyard, LS	1
			Lanyard - Vinyl Covered .12" cable	
320	0533071		Siren, Wln 295SLSC1, 100 or 200 Watt, w/Plug-in/Detachable Microphone Cord	1
321	0015283		Location, Elect Siren	1
			Location - panel position A	
322	0748306		Control, Elec Siren, Multi Select	1
323	0748292		Control, Elec Siren, Push Button Sw, RS	1
324	0601304		Speaker, (2) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
325	0601557		Location, Speaker, Frt Bumper, Recessed, Ea Side, Outside Frame,Outbrd (Pos 1/7)	1
326	0895382		Siren, Federal Q2B, Enforcer, 100AAT	1
			Finish, Q2B Siren - Chrome	
327	0816506		Siren, Mechanical, Mounted Above Deckplate, Swivel, 100AAT, Finish Feature	1
			Finish, Bracket - UL-LX black	
328	0026163		Control, Mech Siren, DS & PS Foot Sw	1
329	0740391		Sw, Siren Brake, Momentary Chrome Push Button, RS	1
330	0734625		Control, Warning Lt Intensity, Wln, Photocell, Prk Brk	1
331	0740422		Lightbar, Wln, Freedom IV-Q, 72", RRWRRR____RRRWRR, Lw Int	1
			Filter, Whl Freedom Ltbrs - No Filters	
332	0745392		Lights, Front Zone, Wln M6** LED, in Common Bzl, Lw Int	1
			Color, Lens, LED's - c)clear	
			Color, Lt DS Front - Red	
			Color, Lt PS Front - Red	
333	0558676		Daytime Running Lights, Headlights, Qtm, Vel/Imp, Enf/AXT-MUX, DCF (Low Beam)	1
334	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
335	0740512		Lights, Side Zone Lower, Wln M6**, M6**, M6**, 6lts, Lw Int	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lens, LED's - Clear	
			Location, Lights Mid Side - Over Front Wheels	
			Location, Lights Rear Side - Between Tandem	
			Color, Trim - Chrome Trim	
			Color, Lt Side Front, DS - Red	
			Color, Lt Side Front, PS - Red	
			Color, Lt Side Mid DS - Red	
			Color, Lt Side Mid PS - Red	
			Color, Lt Side Rear PS - Red	
			Color, Lt Side Rear DS - Red	
336	0896616		Lights, Door Interior Flash, 4 Dr Cab, Weldon 8401-0000-20 Strip Light	1
			Control, Door Int Flash - Park Brake	
			Location, Light, Door Int Flash - Low and Outside	
337	0815847		Connectors, Door Interior Flash, All Cabs, Weatherproof	1
338	0822804	SP	Lights, Side, Wln WION* LED, Recessed in Cab Steps, 4lts, Off Lw Int	1
			Color, Lights, Warning - gla) red	
			Control, Light - b) side warning	
339	0732229		Lights, Side, Wln WIONSM** LED, Trim Fet, Off Lw Int, 1st	4
			Location, Lights - centered in rub rail under LS2, LS4, RS2, RS4	
			Qty, - 04	
			Color, Lights, Warning - Red	
			Control, Light - b) side warning	
			Color, Trim - Chrome Trim	
340	0746425		Lights, Rear Zn Lwr, Wln M6*, For Tail Lt Housing, Lw Int	1
			Color, Lens, LED's - Clear	
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - r) PS Rear Lt Red	
341	0803250		Light, Rear Zone Up, Wln L31H*F Beacon, Red LED, DVI High, Lw Int	1
			Color, Dome, Rear Warning - j) both domes clear	
342	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
343	0791501		Light, Traffic Directing, Wln TAL65, 36" Long LED, Aerials	1
			Activation, Traffic Dir L - Not Connected	
344	0754854		Location, Traf Dir Lt, On Top of Body Below Turntable w/Box, Matrl Feature	1
			Material, Bracket - Aluminum Treadplate	

Line	Option	Type	Option Description	Qty
345	0723755		Location, Traf Dir Lt Controller, Panel #13 in Center Console	1
346	0519934		Not Required, Brand, Hydraulic Tool System	1
347	0649753		Not Required, PTO Driven Hydraulic Tool System	1
348	0771866		Aerial, Ascendant 100' Aerial Tower	1
349	0680821		Boom Panel, Pair	1
			Paint Color, Predefined - #90 Red	
350	0526890		Not Required, Indicator, Extension	1
351	0688232		Rung Covers, Aerial Device	1
			Rung Cover Color - Safety Yellow	
352	0728982		Box, Saw Storage, w/Cover, Base Section Above Boom Panel, 100AAT, Door Sw	2
			Qty, - 02	
			Finish - Painted, Aerial Device Color	
			Latch, Door, Storage - "D" Handle Latch	
			Location, Aerial Device - each side	
			Louvers - no louvers	
353	0766887		Brackets, Stokes Storage, Base Section Above Boom Panel, 100AAT	1
			Qty, - 01	
			Finish - Painted, Aerial Device Color	
			Location, Aerial Device - right side	
354	0623645		Aerial Stability Test, Maximum Tip Options	1
355	0678539		Brackets Only, Roof/Wall Ladder, Aerial Fly Section	1
			Finish - Painted, Aerial Device Color	
			Roof Ladder, Make/Model - 14' Duo-Safety 875-DR	
356	0823011		Basket, 100AAT	1
357	0803225		Lights, Turntable Walkway, P25, On Scene, LED, 100AAT	1
			Color, Trim - Chrome Housing	
358	0767535		Light, Turntable Console, TecNiq E-10, LED	1
359	0732762		Basket Heat Shields, 100AAT	1
360	0814210		Control Stations, 100AAT, CL714	1
361	0815152		Lights, Basket Interior, 100AAT	1
362	0771862		Stabilizers, 100AAT, Three Sets	1
363	0729051		Stabilizer Pan and Trim Material	1
			Stabilizer Panels - stainless steel, painted to match lower body color	
			Stabilizer Trim - painted to match lower body color	
364	0746173		Door, Stabilizer Control Box, Aerial MUX, 100AAT	1
			Latch, Door, Storage - Southco C2 Black Raised	
			Hinge Location - Inboard	
			Door, Material & Finish, Stabilizer - Smooth aluminum	
365	0615058		Stabilizer Placement, Cameras w/Command Zone Color Display, 1 Set	1
366	0771218		Hydraulic System, 100AAT	1
367	0767932		Swivels, w/Encoder, 36, 100AAT	1
368	0767931		Electrical System, 100AAT	1
369	0783178		Lights, Tip, Wln MPB* LED, Front of Basket 2lts	1
			Color, Wln Lt Housing - White Paint	
370	0752453		Lights, Tracking, Wln MPB* LED, 100AAT 2lts	1
			Color, Wln Lt Housing - White Paint	
			Scene Lt Optics LH Base - L Spot	
			Scene Lt Optics RH Base - R Spot	
371	0743431		Basket Access, w/ Flip Down Step, Lift Bar Latch, 100AAT	1
			Finish, Step Well - aluminum treadplate	
372	0894586		Lights, Step (4), P25, Ladder Style Access Steps, Both Sides	1
			Control, Light - r) aerial master	
			Color, Trim - Chrome Housing	
373	0749120		Lighting, Rung, LED, TecNiq, 5 Section, Base, Low, Cent, Upper, Fly, 100AAT	1
			Control, Aerial Rung Lighting - Aerial Not Stowed	
			Color, Lt Aerial Fly Sect - Blue	
			Color, Lt Aerial Base Sect - Red	
			Color, Lt Aerial Lower Mid Sect - Red	
			Color, Lt Aerial Upper Mid Sect - White	
			Color, Lt Aerial Mid Sect - White	
374	0888079		Lights, Stabilizer Warn (2) Sets, Wln M6**, Lw Int	1
			Color, Lens, LED's - Clear	
			Color, Trim - Chrome Trim	

Line	Option	Type	Option Description	Qty
374			Color, Lt Stabilzr Pan, LS Front - Red Color, Lt Stabilzr Pan, LS Rear - Red Color, Lt Stabilzr Pan, RS Front - Red Color, Lt Stabilzr Pan, RS Rear - Red	
375	0068703		Lights, Grote Supernova LED, Stabilizer Beam, (1) Set	1
376	0762387		Lights, Stabilizer Scene, (3) sets, Amdor AY-LB-12HW012, 100AAT	1
377	0764091		DC Power To Tip, 12.88 Amp, 100AAT	1
378	0759577		Light, Wln PSL1B*, 12 Volt Under Steps, 100AAT, 1st	2
			Qty, - 02 Location, Sw, Arl AC Lts - M)2 Pos Color, Wln Lt Housing - White Paint Location, Lts Under 100'AAT Steps - Left Side Front Corner and Right Side Front Corner	
379	0016924		Intercom, 2-Way Atkinson (PAP)	1
380	0540918		Not Required, Breathing Air to Tip, Aerial Platform	1
381	0024742		Not Required, Mask, Breathing Air To Tip	1
382	0767396		Aerial Pedestal, 100AAT	1
383	0766834		Lyfe Brackets, 3-In-1, Used w/Duo-Safety 875 Ladders ONLY, 100AAT	1
384	0767149		Turntable Access, ManSaver Bar, Yellow	1
385	0804860		Waterway, 100AAT	1
			Aerial Waterway Drain 100AAT - Standard Location, Right Side	
386	0730399		Valves, (2) TFT VUM (Valve Under Monitor), Manual	1
387	0764417		Monitors, (2), TFT Monsoon, Y4-MP1A-P-01 Manual and Y4-EP1A-P Elec, (Use w/VUM)	1
			Nozzle, Monitor 1, PAP - TFT YST-4NN Tips Nozzle, Monitor 2, PAP - TFT M-ERP2000 Electric 2000 gpm	
388	0086971		Flowmeter, Waterway, MUX, PAP	1
389	0009364		Inlet, 5.00", S/S, w/ Pump, Right Side, 100AAT	1
390	0047897		Tools, Aerial	1
391	0559491		Manuals and Training, 3 Consecutive Days, Platform	1
392	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
393	0047021		Reflective Emergency Triangles, Set of Three	1
			Qty, - 1	
394	0816502		NFPA Required Loose Equipment, Quint, NFPA/ULC 2024, Provided by Fire Dept	1
395	0519913		Not Required, Soft Suction Hose	1
396	0027023		No Strainer Required	1
397	0816939		Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department	1
398	0816937		Extinguisher, 2.5 Gal. Pressurized Water, NFPA/ULC 2024, Provided by Fire Dept	1
399	0765595		Ladder Belts, Aerial	1
			Safety Belt, Large/XL - (2) two Large/XL (34"-42" waist) Safety Belt, Small/Medium - (2) two Small/medium (26"-34" waist) Safety Belt, XXL - (2) two XXL (42"-50" waist)	
400	0007482		Not Required, Crowbars	1
401	0007484		Not Required, Claw Tools	1
402	0816998		Axe, Flathead, Provided by Fire Department	1
403	0817000		Axe, Pickhead, Provided by Fire Department	1
404	0007494		Not Required, Sledgehammers	1
405	0741569		Paint Process / Environmental Requirements, Appleton	1
406	0709566		Paint, Two-Tone Color, Enforcer	1
			Paint Color, Upper Area, Predefined - #10 White Shield, Cab - Deep Shield - Enforcer Paint Color, Lower Area, Predefined - #90 Red Paint Break, Cab - Standard Two-Tone Cab Break	
407	0709845		Paint, Single Color, Body	1
			Paint, Body - Match Lower Cab	
408	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Gloss Black	
409	0693797		No Paint Required, Aluminum Front Wheels	1
410	0693792		No Paint Required, Aluminum Rear Wheels	1
411	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Lower Job Color	
412	0007230		Compartment, Painted, Spatter Gray	1

Line	Option	Type	Option Description	Qty
413	0792638		Aerial Platform Paint	1
			Paint Color, Aerial Device - White 10 Paint Color, Turntable - Red 90 Paint Color, Boom Support - red 90 Paint Color, Cylinders - gray metallic 505 Paint Color, Aerial Torque Box - black 101 paint Paint Color, Aerial Stabilizers - black 101 Paint Color, Aerial Basket - white 10 Paint Color, Aerial Rotation Motor - White 10 Paint Color, Aerial Control Console - red 90	
414	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - a) white Color, Reflect Band - B - l) white Color, Reflect Band - C - w) white	
415	0007356		Reflective across Cab Face	1
416	0583454		Stripe, Chevron, Rear, Diamond Grade, Aerial	1
			Color, Rear Chevron DG - fluorescent yellow green	
417	0598754		Stripe, Reflective/Diamond Grade, 4.00" on Stabilizers	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
418	0027341		Jog, In Reflective Stripe, Single or Multiple	1
			Qty, - 1	
419	0017359		Stripe, Black Outline, Vinyl on Reflective Band	1
			Qty, - 01	
420	0593225		Stripe, Reflective, Cab Doors Interior, Diamond Grade	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
421	0067275		Stripe, Gold Leaf, Side of Cab, Up	1
422	0027285		Stripe, Gold Leaf, Side of Cab, Low and Over Fender	1
423	0680426		Stripe, Gold Leaf, Box, Boom Sign with Scrolls, Aerial	1
424	0680422		Stripe, Gold Leaf, Box, Platform Basket with Scrolls, Aerial	1
425	0027372		Lettering Specifications, (GOLD STAR Process)	1
426	0686428		Lettering, Gold Leaf, 3.00", (41-60)	1
			Outline, Lettering - Outline and Shade	
427	0067290		Stripe, Gold Leaf, Side of Body, High	1
428	0068292		Stripe, Gold Leaf, Side of Body, Low and Over Fender	1
429	0683995		Lettering, Vinyl, 24.00", Each	2
			Qty, Lettering - 02 Outline, Lettering - Outline and Shade	
430	0685978		Lettering, Reflective, 18.00", Each	3
			Qty, Lettering - 03 Outline, Lettering - Outline and Shade	
431	0686262		Lettering, Gold Leaf, 2.00", Each	15
			Qty, Lettering - 15 Outline, Lettering - Outline and Shade	
432	0686202		Lettering, Gold Leaf, 10.00", Each	14
			Qty, Lettering - 14 Outline, Lettering - Outline and Shade	
433	0686018		Lettering, Reflective, 5.00", Each	18
			Qty, Lettering - 18 Outline, Lettering - Outline and Shade	
434	0686288		Lettering, Gold Leaf, 3.00", Each	5
			Qty, Lettering - 05 Outline, Lettering - Outline and Shade	
435	0686013		Lettering, Reflective, 6.00", Each	2
			Qty, Lettering - 02 Outline, Lettering - Outline and Shade	
436	0067027		Lettering, Reflective, "Dial 911" Each	2
			Color, Lettering - a) white Location, Lettering - On the compartment doors for LS-1 and RS-1 Qty, - 02 Size, -Dial 911- - 10	
437	0087031		Emblem, Fleur De Lis, Gold Leaf, Pair	1
			Qty, - 1 Location, Emblem - crew cab, match 37835	

Line	Option	Type	Option Description	Qty
438	0740088	SP	Emblem, Dept. Seal/Patch, with Gold Leaf, 16"-18", Pair Qty, - 1 Location, Emblem - Cab Front, Match 37835	1
439	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom Qty, - 01	1
440	0772037		Manual, Chassis Service, USB Flash Drive, Custom Qty, - 01	1
441	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
442	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
443	0735523		Warranty, Engine, Paccar MX13, 5 Year, WA0386	1
444	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
445	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
446	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
447	0733305		Warranty, Tandem Axle, 5 Year, Meritor, General Service, WA0384	1
448	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
449	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
450	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
451	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
452	0695416		Warranty, Pierce Camera System, WA0188	1
453	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
454	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
455	0685945		Warranty, Transmission Cooler, WA0216	1
456	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
457	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
458	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
459	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
460	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
461	0641372		Warranty, Foam System, Not Available	1
462	0006999		Warranty, Structure, 20 Year, Aerial Device, WA0052	1
463	0687388		Warranty, Swivels, 5 Year, Aerial Device, WA0197	1
464	0685727		Warranty, Hydraulic System and Components, 3 Year/5 Year, WA0200	1
465	0687327		Warranty, Waterway, 10 Year, Aerial Device, WA0198	1
466	0595860		Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047	1
467	0553455		Warranty, Electronics, 5 Year, MUX, WA0014	1
468	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
469	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
470	0819254		Certification, Vehicle Stability, CD0196	1
471	0807819		Certification, Engine Installation, Enf, Paccar MX13, 2024	1
472	0686786		Certification, Power Steering, CD0098	1
473	0892691		Certification, Cab Integrity, Saber FR/Enforcer, CD0189	1
474	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
475	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
476	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
477	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
478	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
479	0545073		Amp Draw Report, NFPA Current Edition	1
480	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
481	0799248		Appleton/Florida BTO	1
482	0000053		Ascendant Tower	1
483	0000012		PIERCE CHASSIS	1
484	0735525		PACCAR MX13 ENGINE	1
485	0046396		EVS 4000 Series TRANSMISSION	1
486	0805943		WATEROUS PUMP S-100 AAT	1
487	0020009		POLY TANK	1
488	0028047		NO FOAM SYSTEM	1
489	0020006		SIDE CONTROL	1
490	0020007		AKRON VALVES	1
491	0020015		ABS SYSTEM	1
492	0658751		PUMPER BASE	1

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 5.
Meeting Date: 02/13/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Authorization for PO approval to San Bar Construction Corporation in the amount of $96,760.95 which includes GRT for re-striping of City roads. (Corn/MacCornack)

BACKGROUND:
Initiated by: James MacCornack

City street maintenance budget includes $150,000 for city-wide re-striping of streets. $50,000 has already been obligated to replace roadway stripe and pavement markings obliterated during pavement maintenance projects. Quote was obtained using NMDOT State Wide Price Agreement 21-80500-22-16928. San Bar is currently the lowest bidder on the Price Agreement.

This striping work is being scheduled for Spring 2025.

FINANCIAL CONSIDERATION
Current FY 25 Road Fund has $100,000 identified for road striping maintenance.

LEGAL REVIEW:
Not Applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
Infrastructure Committee referred to Finance Committee 5-0 at their meeting on 1/27/25. Finance Committee on 2/6/2025 voted (5-0) to recommend approval of this item to February 2025 City Council.

STAFF RECOMMENDATION:
Consider recommending authorization for PO approval to San Bar Construction Corporation in the amount of $96,760.95 which includes GRT for re-striping of City roads.

Attachments

ATT 1 - San Bar Construction Quote
ATT 2 - FY 25 Budget Excerpt

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

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

Proposal

Proposal: 25C0117E
Date: 1/17/2025

To:	Project:
Estimator Attn: Estimator	Roswell Striping 2025 Various Locations (TBD) Roswell Chaves County, NM

Estimator		
Chris Cartwright		

Reference	Description	Quantity	UOM	Unit Price	Extended Price
PM Pavement Markings					
PM704000	Reflectorized Painted Markings 4"	760,000.00	LF	$0.1180	$89,680.00
PM999999	Tax 7.8958%	1.00	LS	$7,080.950	$7,080.95
Total PM Pavement Markings					**$96,760.95**

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

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

Proposal

Proposal: 25C0117E
Date: 1/17/2025

To:	Project:
Estimator Attn: Estimator	Roswell Striping 2025 Various Locations (TBD) Roswell Chaves County, NM

Estimator		
Chris Cartwright		

Proposal Total: $96,760.95

Notes

Proposal excludes layout, blue staking, traffic control, 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 one mobilization 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
Proposal valid for 30 days.

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

Please contact Kyle Moritomo 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. Kyle can be reached at the above phone number or Kyle@sanbarcc.com. 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:	_____

CITY OF ROSWELL								
OPERATING EXPENSE								
FY25 BUDGET								
ORG	OBJECT	ACCOUNT DESCRIPTION	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 ACTUALS	FY24 ANNUALIZED	FY25 BUDGET
26234323	614002	M&R-Building	1,210.50	793.52		502.71	6,849.48	11,550.00
26234323	614004	M&R-Equipment	1,094.01	12,560.94	7,394.31	13,162.78	137,170.02	149,741.33
26234323	614012	M&R-Vehicle	250,280.27	245,294.31	297,196.97	275,045.08	199,276.80	197,396.35
26234323	614020	M&R-Infrastructure (Not Bldg)	1,655,355.43	474,718.65	2,430,438.18	3,403,690.65	2,238,378.67	2,620,000.00 *
26234323	614027	M&R-Sidewalks & Curbs/Gutters				277,880.73	88,549.17	250,000.00
26234323	636307	Utilities-Street Lights	512,274.74	504,371.34	529,451.43	619,066.63	657,677.51	682,088.18
26234323	642901	Non-Capital-Computers	182.31				11,642.41	-
26234323	642902	Non-Capital-Tools	1,736.68	1,699.98	2,680.43	679.57	1,425.32	4,754.00
26234323	642904	Non-Capital-Equipment		825.00		4,180.85	3,375.67	2,384.00
26234323	652401	Contract-General Services			29,786.06	27,551.16	29,145.02	30,000.00
26234323	652421	Contract-Comm Enh-Demolitions			3,450.66	3,446.66	-	3,600.00
26234323	652423	Contract-Pest Control Services	258.72	258.72	280.28	516.99	465.36	517.07
26234323	654801	Contract-Professional Services	7,743.95	5,930.80	117,224.23	57,079.22	540,622.32	358,000.00
26234323	654803	Contract-Consulting/Training		1,913.88			-	-
26234323	654830	Contract-Security Prof Svcs	566.86	546.20	546.20	545.56	654.88	1,080.00
26234323	655001	Contract-Rentals & Leases Svcs	1,013.62	617.72	137.27		-	-
26234323	655004	Contract-Minor Rent & Lease	1,083.71	2,171.31	1,347.90	1,212.01	1,033.54	2,000.00
26234323	674700	PubRelat-Printing & Publicatns		326.50	326.50		-	-
26234323	712210	G&A-GRT Admin Fees		83,472.08	164,645.96	67,316.67	160,690.43	163,000.00
26234323	715301	G&A-Gen Permits/Fees/Penalties	242.00	425.00		276.00	343.20	1,000.00
26234323	723200	Supplies-Fuels and Fluids	75,528.82	68,534.73	109,863.66	122,396.45	97,024.44	146,119.00
26234323	724101	Supplies-General Materials	113,998.18	53,899.58	56,832.15	45,491.59	24,547.70	81,300.00
26234323	724600	Supplies-Postage/Shipping		7.98			-	-
26234323	725601	Supplies-General	41,022.63	14,469.80	47,697.46	39,230.96	25,416.61	46,000.00
26234323	725602	Supplies-Office	844.63	80.35	274.87	553.49	131.78	2,250.00
26234323	725608	Supplies-Janitorial	1,572.76	1,996.26	2,972.63	2,825.21	1,682.48	4,000.00
26234323	725610	Supplies-Covid-19		220.89			-	-
		Roads	2,675,657.05	1,485,070.27	3,815,834.47	4,972,787.63	4,237,455.80	4,769,779.93

* This item includes the following expenses:
- Roadway striping and pavement markings ($150,000)
- Cold Mix & Bag mix materials for road patching maintenance ($170,000)
- Micro-Surfacing and Heat recycle maintenance of City Streets. (Heat in place & Micro Surfacing $1,500,000 Nova Chip $800,000)

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 6.
Meeting Date: 02/13/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Authorization for PO approval to New Mexico Gas Company in the amount of $152,778.09 which includes GRT for extension of natural gas service to the southeast area of the Roswell Air Center. (Corn/MacComack)

BACKGROUND:
Initiated by: James MacCornack

City has been working on utility extension to the southeast area of the Roswell Air Center to enable additional development. New Mexico Gas Company was contacted to provide a quote for extension of natural gas service. Cost of extension to be funded by grant 24-I4050 in cooperation with Chaves County. Grant currently has $363,895.25 unobligated.

FINANCIAL CONSIDERATION
Grant 24-I4050 currently has $363,895.25, unobligated to fund this utility extension.

LEGAL REVIEW:
Contract has been submitted to City of Roswell Attorney for review.

BOARD AND COMMITTEE ACTION:
Infrastructure Committee referred to Finance Committee 5-0 at their meeting on 1/27/25. Finance Committee Meeting on 2/6/2025 voted (5-0) to recommend approval of this item to February 2025 City Council

STAFF RECOMMENDATION:
proceed as presented

Attachments

ATT 1 - NMGC Extension Agreement
ATT 2 - Grant Summary
ATT 3 - NMGC Extension Map

SPECIAL CONTRACT

This SPECIAL CONTRACT ("Contract") is entered into effective as of the last date of signature hereto, by and between City of Roswell, New Mexico ("Customer"), and New Mexico Gas Company, Inc. ("Company"). The Customer and Company are referred to collectively as the "Parties" and each may individually be referred to as a "party."

RECITALS

A. Company owns natural gas pipelines through which it transports natural gas within the State of New Mexico.

B. Customer is a city located in the State of New Mexico that is in the vicinity of the Company's natural gas pipelines.

C. Customer has requested Company extend Company's natural gas distribution service to Customer's Roswell Air Center in Roswell, New Mexico (the "Air Center"), in accordance with Company's Rule 16 – Line Extension Policy and other applicable rates, rules, laws and regulations.

D. In order to facilitate the extension requested by Customer, the Parties agree that Company shall install approximately 18,100 (eighteen thousand one hundred) linear feet of four-inch polyethylene distribution mains (the "Project"); and

E. The Project does not include installation of service lines from the property line to any of the four proposed hangars in the Air Center. Accordingly, individual businesses, and/or Customer will be responsible for making arrangements for gas utility service to businesses after completion and gasification of the Project, and all such arrangements shall be governed by applicable rates, rules, regulations, and policies.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. Rule 16. The Project shall be completed in accordance with the Company's First Revised Rule 16 – Line Extension Policy ("Rule 16"), which is on file with the New Mexico Public Regulation Commission, and as may be amended or revised from time to time, and other applicable rates, rules, laws, and regulations.

2, Credits. Pursuant to Rule 16, Customer will receive a revenue credit for the estimated annual usage for each of the four proposed hangars (the "Revenue Credit"). The amount of the Revenue Credit is $47,025.00 (forty-seven thousand twenty five and no/100 dollars) (the "Total Credits").

3. Project Costs. The estimated cost of the Project is $190,788.00, less the amount of the Total Credits, plus applicable taxes is $152,778.09 (one hundred fifty-two thousand seven hundred seventy eight and 09/100 dollars (the "Estimated Cost").

Customer shall issue a purchase order to the Company (the "Purchase Order") in the amount of $152,778.09 toward the Estimated Cost of the Project within thirty (30) days of the execution of this Contract. Company will begin construction of the Project after Company obtains all rights-of-ways and permits necessary for the Project. Customer will provide at Customer's sole cost and expense all city road rights-of-way and permits necessary for the Project and will re-imburse Company for any costs Company incurs in obtaining other rights-of-way for the Project. Because Customer is responsible for obtaining rights-of-way on city roads and permits, and due to ongoing supply chain issues, the Parties agree that Company is not able to provide an estimated construction completion date at the time this Contract is executed. Customer will make payment to the Company within thirty (30) days of the Company sending an invoice to the Customer. Payment shall be made by electronic transfer to:

Wells Fargo Bank
NMGC Concentration
200 Lomas Blvd NW
Albuquerque, NM
87102
Bank Acct. # 412-175
4550
ABA # 121000248

6. True-Up of Final Costs. The Parties recognize that the actual costs of completing the Project may be more or less than the Estimated Cost. The Parties agree that, upon completion of the Project, a true-up of actual costs shall be performed to calculate the final cost of the Project (the "Actual Cost"). If the Actual Cost exceeds the Estimated Cost, Company will invoice Customer for the Actual Cost of the Project, and Customer shall pay to the Company the Actual Cost plus applicable gross receipts tax on that amount.

8. Customer Obligations. Customer shall grant and furnish to Company, at Customer's sole cost, all necessary easements, and rights of way on lands where Customer is legally entitled to do so.

9. Construction and Ownership by Company. The Parties agree that Company shall be responsible for constructing the Project, and that such construction shall meet all applicable New Mexico regulations and applicable practices common in the natural gas utility industry. The Parties agree that Company will own, operate, and maintain all aspects of the Project after completion.

10. Governing Law. The interpretation and performance of this Contract shall be construed in accordance with the laws of the State of New Mexico and venue shall lie in the Fifth Judicial District Court, Chaves County, New Mexico.

11. Severability. If any provision in this Contract is determined to be invalid, void or unenforceable by any court or regulatory agency having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision of this Contract.

12. Entire Agreement; Amendment. This Contract represents the entire agreement between the Parties with respect to the Project. This Contract may not be amended except by written agreement duly executed by the Parties hereto.

13. Waiver. No waiver of any provision, breach or remedy under this Contract shall be deemed to be or otherwise constitute a waiver of any other provision, breach or remedy under this Contract (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

14. Force Majeure. Neither party shall be considered to be in default in respect to any obligation hereunder, if delays in or failure of performance shall be due to Uncontrollable Forces. The term "Uncontrollable Forces" shall mean any cause beyond the control of the party affected and not due to its fault or negligence, including, but not limited to, acts of God, flood, earthquake, storm, fire, lightning, epidemic, war, terrorist activity, riot, civil disturbance, sabotage, inability to obtain permits, licenses, and authorizations from any local, state, tribal, or federal agency or person for any of the materials, supplies, equipment, or services required to be provided hereunder, fuel shortages, breakdown or damage to generation and transmission facilities belonging to Company, failure of facilities, strikes or other labor disputes, or restraint by court or public authority, any of which by exercise of due foresight such party could not reasonably have been expected to avoid, and which by the exercise of due diligence it is unable to overcome. Neither party shall, however, be relieved of liability for failure of performance if such failure is due to removable or remediable causes which it fails to remove or remedy with reasonable dispatch. Nothing contained herein, however, shall be construed to require either party to prevent or settle a strike or other labor disputes against its will.

SIGNATURES ARE ON THE FOLLOWING PAGE:

IN WITNESS WHEREOF, the Parties have executed this Contract on the dates set forth below.

City of Roswell

By:_____

Its: _____

Date:_____

New Mexico Gas Company, Inc.

By:_____

Its: _____

Date:_____

New Mexico Gas Company, Inc.

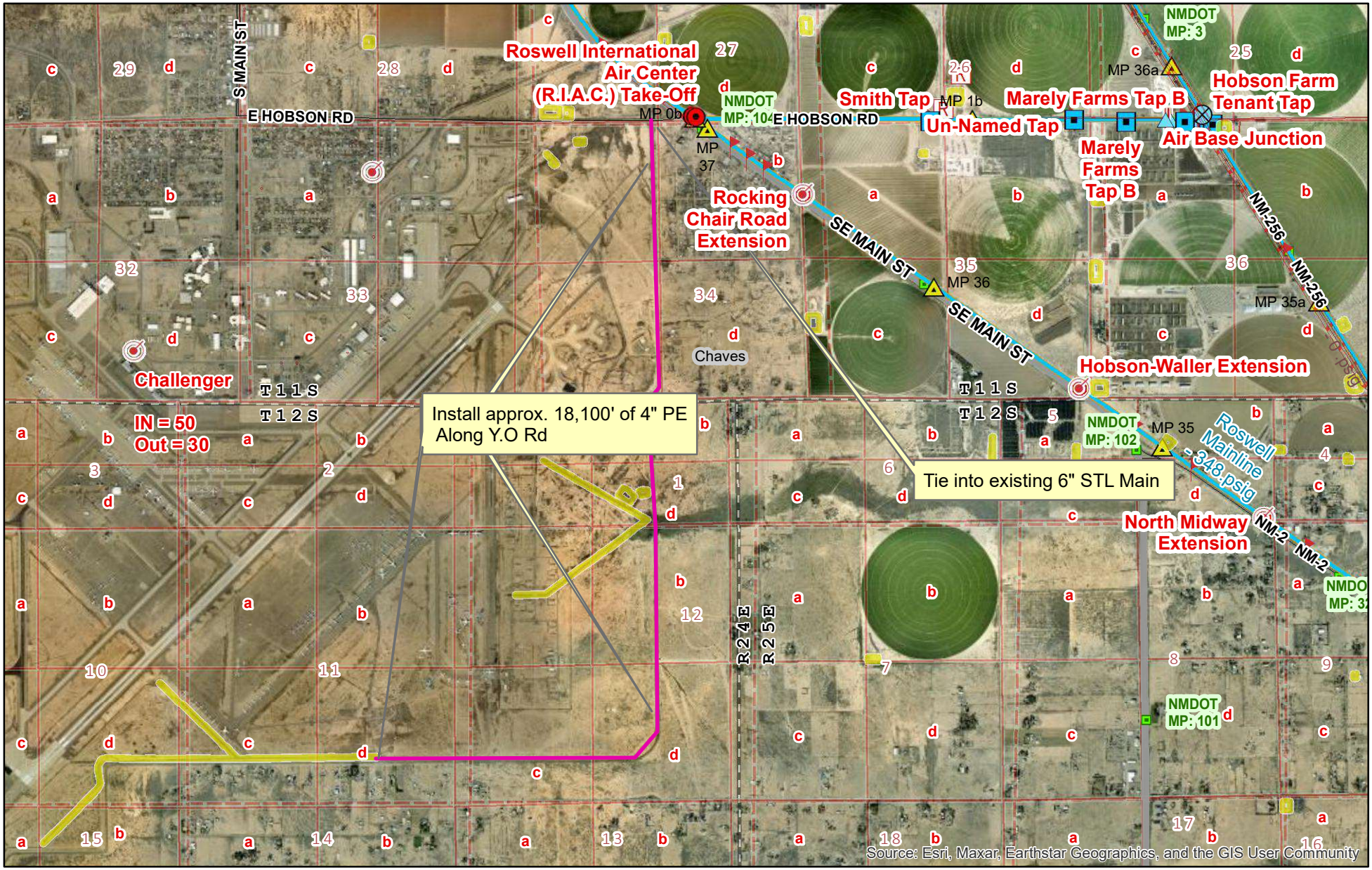
By:_____

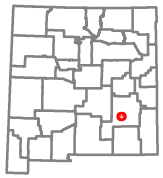
Its: _____

Date:_____

Industrial Site Infra-Structure Improvements
Appropriation #24-I4050
Agreement #A-24-037

Date of Purchase	City of Roswell Invoice Date	Amount of Purchase	Description	Work Performed By Vendor	NOO 1 for Armstrong $2,697.40 HDR $125,389.70	NOO 2 for White Cloud $1,471,040.55
7/1/2024	7/10/2024	$2,697.40	CSPP RAC Eastside Waterline	Armstrong	$2,697.40	
7/1/2024	7/10/2024	$78,121.01	HDR RAC Eastside Invoice#1	HDR	$78,121.01	
7/1/2024	7/10/2024	$20,398.11	HDR RAC Eastside Invoice #2	HDR	$20,398.11	
7/1/2024	7/10/2024	$26,870.58	HDR RAC Eastside Invoice#3	HDR	$26,870.58	
			YTD Expended and Reimbursed		**$128,087.10**	**$0.00**
			Available Funds on NOO		***$0.00***	***$1,471,040.55***
					Grant Award	**$1,963,022.90**
					NOO 1	$128,087.10
					NOO 2	$1,471,040.55
					Available funds After Encumbrances	**$363,895.25**





N

City of Roswell Airbase 4" PE MLX

New Mexico GAS COMPANY®
AN EMERA COMPANY

REV. Date 1/22/25

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 7.
Meeting Date: 02/13/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Authorization for ratification of award of Roswell Substantial Damage Assessments Project to Stantec in the amount of $133,154.18 which includes GRT. (Corn/MacCornack)

BACKGROUND:
Initiated by: Louis Najar

Due to federal FEMA regulations, buildings that were damaged during the flood event in October 2024 and are within the current 1% flood plain are required to be inspected to determine whether they have been substantially damaged. RFQ was issued to interested vendors. Quotes received on December 9, 2024 for the subject project have been reviewed. Four quotes were received as follows: (Amounts include GRT).

1. ESP Associates, Inc.	$ 55,430.00
2. Huitt Zollars	$ 123,929.12
3. Stantec	$ 133,154.18
4. Sulzer Group	$ 518,628.14

Please see attached procurement documentation.

FINANCIAL CONSIDERATION
Ratification of award of Roswell Substantial Damage Assessments Project to Stantec in the amount of $133,154.18 which includes GRT. Funding Source: Project is funded with $723.64 from the American Rescue Plan Act Corona Virus Local Fiscal Recovery Fund. The remainder in the amount of $132,430.54 is funded by money available from the Street Department, street project Purchase Order #22302888, with the available balance of $173,127.32. An amount of $132,430.54 was applied to the Roswell Substantial Damage assessment project. The funds in the amount of $132,430.54 was transferred from GL #26234323-654801 to GL #11014135-654801.

LEGAL REVIEW:
No Legal review required at this time.

BOARD AND COMMITTEE ACTION:
Heard at Finance Committee Meeting held on January 2, 2025, was verbally amended to correct the funding source and voted to City Council consent agenda, with a 5-0 voice vote with Councilor Johnson via GoToMeeting. City Council referred back to Finance Committe at City Council meeting held on January 9, 2025.
Finance Committee on 2/6/2025 voted (5-0) to recommend this item to February 2025 City Council

STAFF RECOMMENDATION:
proceed as presented.

Attachments

ATT 1 - RFQ Substantial Damage Assessments
ATT 2 - Award Recommendation Letter

ROSWELL
New Mexico

City of Roswell

To: Interested Vendors **December 3, 2024**

From: Louis Najar, P.E., City Engineer
RFQ – FEMA Substantial Damages Inspection Professional Services

Chaves County & Roswell, NM
DR-4843-NM/Severe Storms & Flooding **Declared: November 1, 2024**

A. DESCRIPTION: NEED OF SERVICES

The City of Roswell is seeking professional services for the inspection, data gathering to comply with FEMA post flooding event requirements; FEMA Hazard Mitigation: Floodplain Management. Seeking vendors with FEMA experience, and protocols. The City's goal/need is to complete SD's, have data available in FEMA shareable format, and be able to perform SD Determinations for properties.

The RFQ is to document the requested services and details for interested vendors.

B. REQUESTED WORK

1. On site Substantial Damage inspections and data gathering for: 203 Residences, 2 Apartment Units (Missouri/8th & 9th/Pennsylvania), 19 Commercial structures (Includes 2 medical offices off 8th/Washington) and 6 City of Roswell structures (Parks Dept. Yard east of N. Virgina/12th; Roswell Museum; Roswell Convention Center, Roswell Adult Center (8th/Missouri), Roswell Boy Scouts Structure (9th/Missouri), Roswell Parks Office (4th/Cahoon Park), Roswell Parks Storage Building (rock structure Cahoon Park).

2. SD inspections/data and preliminary SD Determinations

3. All data to be in FEMA recommended format.

4. Vendor would also train James MacCornack, City Asst. City Engineer and Louis Romero, Construction Inspector on SD inspections and documentation. With the goal to be: City could then inspect those impacted on the Hondo River Corridor and have trained SD staff for the future.

5. Other tasks as vendor would recommend for the betterment of the City's Hazard Mitigation/Floodplain Management.

6. See Attached PDF of Spring River 1% Floodplain notes used by Louis Najar, City Engineer to come up with the number of residents, apartments, commercial structures and City of Roswell structures.

Anticipated Time Line:

City time line: Issue RFQ, review RFQ, recommend award. If vendor accepts, enter in agreement with vendor as soon as possible. Start work as soon as agreement in place & purchase order procured.

PO Box 1838
Roswell, NM 88202-1838
TEL: 575.624.6700
FAX: 575.624.6709
roswell-nm.gov

C. SUBMITTAL & PRICING

Proposals and Quotes are to be submitted in a PDF format and will be an email submittal. **All proposals and quotes must be received by Noon Mountain Time, Monday December 9, 2024. Submit to Louis Najar at l.najar@roswell-nm.gov**

Proposals will be graded on proposal detail, time line and costs. **Itemized task cost is requested do better evaluate a proposal.** Again, proposers may add tasks they deem necessary for the betterment of project development.
A professional courtesy email is requested to be sent to Louis Najar if solicited vendor chooses not to submit a proposal

D. Questions/Other
All questions or other to be addressed to Louis Najar, City Engineer, Office 575-627-6281, Cell 575-910-6477.

Xc: James MacCornack
Finance
Purchasing

ROSWELL
Engineering

December 11, 2024

To: Stantec Consulting Services
3831 E. Lohman Ave. Suite 200
Las Cruces, NM 88011-8447

Re: Notice of Award & Notice to Proceed
Substantial Damage Inspection Professional Services due to October 18, Flood Event
RFP-25-002 – Engineering Architectural Services

This letter will serve as Notice of Award & Notice To Proceed to Stantec Consulting Services. In order to comply with FEMA and NFIP post flood event requirements, substantial damage inspections and determinations are required. The City solicited proposals which included cost and time to complete project. Engineering recommended Stantec Consulting Services to perform these services based on proposal tasks identified, qualification of team members, costs and time frame ability to mobilize.

Please submit agreement/contract for review and signature by the City. Your point of contact for this work will Louis Najar, City Engineer office 575-637-6281, cell 575-910-6477. Upon execution of agreement, a purchase order will be procured.

Additionally, please provide copy of current certificate of insurance.

If you have any comments or questions, please contact me.

Sincerely,

Louis Najar, P.E.
City Engineer

Xc: James MaCornack, Asst. City Engineer

Purchasing

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 8.
Meeting Date: 02/13/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval to purchase and install equipment for Consolidated Dispatch in the amount of $345,229.86 using budgeted capital appropriation 24-I2882 awarded at $350,000.00. (Corn/Best)

BACKGROUND:
Initiated by: Elizabeth Prichard

Technology to purchase and install equipment for Consolidated Dispatch in the amount of $345,229.86 using budgeted capital appropriation 24-I2882. Capital Appropriation funding available to encumber total $350,000.00.

- Funding Source - Capital Appropriation No. 24-I2882 awarded amount of $350,000.00. Expenses will be encumbered to GL 110114656-817505 for 136,179.45, CL 11014656-642901 for $141,728.31 and GL 11014656-663301 for $67,322.10. Equipment will be installed by the City of Roswell's IT Department.

1. Proposal No. 20245649 from Code 3 Services is $325,054.26 listed on the Statewide Price Agreement #10-00000-20-00048 that expires 11/27/2026.
2. Proposal No. 20245650 from Code 3 Services for $20,175.60 listed on the Statewide Price Agreement #10-00000-20-00048 that expires 11/27/2026.

FINANCIAL CONSIDERATION

- Funding Source - Capital Appropriation No. 24-I2882 awarded amount of $350,000.00.
- Expenses will be encumbered to GL 110114656-817505 in the amount of $136,179.45.
- Other expenses will be transferred out of capital funds GL 110114656-817505 to GL 11014656-642901 in the amount of $141,728.31.
- Other expenses will be transferred out of capital funds GL 110114656-817505 to 11014656-663301 in the amount of $67,322.10.
- Equipment will be installed by the City of Roswell's IT Department.

LEGAL REVIEW:
No legal review needed

BOARD AND COMMITTEE ACTION:
Finance Committee recommended approval 5-0 at their meeting February 6, 2025.

STAFF RECOMMENDATION:
Approval for the purchase and installation of equipment for Consolidated Dispatch in the amount of $345,229.86, a budgeted capital projected utilizing reimbursable funding from capital appropriation 24-I2882 and placed on the consent agenda at the next City Council Meeting held Thursday, February 13, 2025.

Attachments

Capital Appropriation
Proposal No. 20245649

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STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF ROSWELL**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 66, Section 28, Paragraph 240**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I2882 **$350,000.00** **APPROPRIATION REVERSION DATE: June 30, 2026**

Laws of 2024, Chapter 66, Section 28, Paragraph 240, Three Hundred Fifty Thousand ($350,000.00), from the General Fund 93100 to purchase, install and replace a dispatch system, including radio-computer interface and information technology, for the police department in Roswell in Chaves county;

The Grantee's total reimbursements shall not exceed Three Hundred Fifty Thousand $350,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero $0.00, which equals Three Hundred Fifty Thousand $350,000.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

   a. must be approved by the applicable oversight entity (if any) in accordance with law; or

   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

   Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

   a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

   b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

   c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

   d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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[1]The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2]"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

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ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF ROSWELL
Name: Timothy Z. Jennings
Title: Mayor
Address: 415 N Richardson Ave, Roswell, NM 88201
Email: mayortimjennings@roswell-nm.gov
Telephone: 575-626-3232

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF ROSWELL
Name: Tammi Smith
Title: Finance Liason
Address: 415 N Richardson Ave, Roswell, NM 88201
Email: t.smith@roswell-nm.gov
Telephone: 575-624-6700

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Nicole Silva
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: Nicole.Silva@dfa.nm.gov
Telephone: 505-470-7041

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

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ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

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ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

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iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

i. The Grantee has the legal authority to receive and expend the Project's funds.

ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **CITY OF ROSWELL** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF ROSWELL**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **CITY OF ROSWELL** or the

Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF ROSWELL** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF ROSWELL may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF ROSWELL only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:
   1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
   2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
   3. timely submit all required financial reports to its budgetary oversight agency (if any); and
   4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
   1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
   2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
   3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
   4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

City of Roswell
Entity Name

Signature of Official with Authority to Bind Grantee

By: Timothy Z. Jennings
(Print Name)

Its: Mayor
(Title)

June 26, 2024
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

DocuSigned by:
Jeannette Gallegos
By: Jeannette Gallegos

Its: Cabinet Secretary or Designee

6/28/2024
Date

DocuSign Envelope ID: 8A852B3B-5828-4DBA-B90D-B400BB891EA9

STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)* : _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If *Applicable*): _____

G. Grant Balance: _____

H. Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

_____

Grantee Representative

_____

Printed Name

Date: _____

_____

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____

Division Fiscal Officer Date

_____

Division Project Manager Date

DocuSign Envelope ID: 8A852B3B-5828-4DBA-B90D-B400BB891EA9

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative:_____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

PROPOSAL

Pecos Valley Regional Communications
1 Saint Mary's PL
ROSWELL NM 88201

Date
Sep 17, 2024

Expiry
Dec 16, 2024

Quote Number
20245649

Reference
Dispatch Consoles

CODE 3 SERVICE, LLC
2323 Aztec Rd NE - STE A
Albuquerque, NM 87107
ABQ (505) 407 2310
Taos (575) 737 8884
Roswell (575) 363 3135

Budget $350,000
11014656-817505

Item	Description		Quantity	Unit Price	Discount	Tax	Amount USD
750M-MAXplus	Console Position Processor - Includes Power Supply, Mounting Plate, and Mouse	817505	9.00	6,683.00	15.00% 5680.55 each	Tax Exempt	51,124.95
750M-100SL-000	Console Application Seat License	663301	9.00	6,891.00	15.00%	Tax Exempt	52,716.15
750M-FTSW-000	Mindshare Console Footswitch Single	642901	9.00	336.00	15.00% 285.60 each	Tax Exempt	2,570.40
750M-500-002	Mindshare Position Speaker	642901	36.00	378.00	15.00% 321.30 each	Tax Exempt	11,566.80
750M-400-000	Operator Headset Jack	642901	18.00	372.00	15.00% 632.40 each	Tax Exempt	5,691.60
750M-DM-000	Mindshare Console Desk Microphone, 6ft. Cable, Dynamic Noise	642901	9.00	682.00	15.00% 579.70 each	Tax Exempt	5,217.30
750M-100-000	Mindshare Radio Interface Card	642901	25.00	1,041.00	15.00% 884.85 each	Tax Exempt	22,121.25
750M-100-001	Mindshare Single Card Enclosure w/Card & Power Supply	642901	5.00	1,505.00	15.00% 1279.25 each	Tax Exempt	6,396.25
750M-300-000	Mindshare Card Cage Rack Mount with 16 Slots	642901	2.00	3,457.00	15.00% 2938.45 each	Tax Exempt	5,876.90
750M-SYSBRIDGE-000	Mindshare Multicast / Unicast Convertor Gateway Interface including Server	642901	1.00	4,603.00	15.00% 3912.55 each	Tax Exempt	3,912.55
750M-195-000	Mindshare Master AUX I/O Rack Mount 18 Relays	642901	1.00	2,247.00	15.00% 1909.95 each	Tax Exempt	1,909.95

Inv #1

Item	Description		Quantity	Unit Price	Discount	Tax	Amount USD
CCS-FACTORY	Factory System Optimization / Staging	817505	1.00	21,708.00		Tax Exempt	21,708.00
FREIGHT	Freight Charge		1.00	5,342.00		Tax Exempt	5,342.00
VM-5730	Kenwood Viking 5000 Control Station Radio with 3rd Party Interface RPD 1, RPD 2, RFD 1, RFD 2, CCSO, CCFD, VAL LAW, VAL FIRE, & FD Dispatch	642901	9.00	3,077.10	25.00% 2307.83 each	Tax Exempt	20,770.43
VM-5830BF2	Kenwood Viking 5000 Control Station MED 5 & STATE FIRE LINK	642901	2.00	3,077.10	25.00% 2307.83 each	Tax Exempt	4,615.65
VM-5930BF	Kenwood Viking 5000 Control Station State of NM 700 Zia Net, ST IO 1, ST IO 2	642901	3.00	4,662.90	25.00% 3497.18 each	Tax Exempt	10,491.53
NX-5800K	Kenwood NX5000 UHF 450-520 MHz, 45 Watt Dash Mount Mobile radio with 3 Year Warranty DMR - CITY EVENT	642901	1.00	1,193.20	25.00% 894.90 each	Tax Exempt	894.90
KWD-5300CV	NX License Key for DMR Tier II Conventional	663301	1.00	64.80	25.00%	Tax Exempt	48.60
KWD-5301TR	Kenwood DMR Tier 3 Trunking Option	642901	1.00	144.00	25.00%	Tax Exempt	108.00
MS-LOGGER	Recorder Licensing and configuration with Goserco	663301	1.00	8,700.00		Tax Exempt	8,700.00
HC111W1-12F	150-174 MHz, 12 Ch. Control Station Combiner (HC115Q1-12F)	817505	1.00	36,918.75	10.00% 33,226.88 each	Tax Exempt	33,226.88
DB224-A	COMMSCOPE | DB224-A 150-160 MHz 6 dB 4-Bay Dipole Omni Base Station Antenna	642901	2.00	858.00	10.00% 772.20 each	Tax Exempt	1,544.40
AVA5-50	COMMSCOPE | AVA5-50 7/8" Corrugated Copper Foam HELIAX 50 Ohm Coaxial Cable	642901	175.00	5.80	10.00%	Tax Exempt	913.50
ANDA5NF-S	N-Female for 7/8" AVA5RK-50, AVA5-50 Cable	642901	4.00	48.37	10.00%	Tax Exempt	174.13
ANXY4503 Yagi Antenna	Talley ANXY4503 450-470 MHz 3-Element 7.1 dB Gold Anodized Yagi Antenna N-Female	642901	3.00	318.92	15.00%	Tax Exempt	813.25
MXRMFBW 7463	PCTEL 746-869 MHz Base Station Omni Antenna	642901	3.00	474.16	15.00% 403.04 each	Tax Exempt	1,209.11
LDF4-50A	CommScope 1/2" Corrugated Copper Foam HELIAX Coaxial Cable, 50 Ohm	642901	200.00	4.28	10.00%	Tax Exempt	770.40

Inv #1

Item	Description		Quantity	Unit Price	Discount	Tax	Amount USD
L4TNF-PSA	CommScope Positive Stop N-Female for 1/2" LDF4, AL4RPV, HL4R	642901	24.00	27.68	10.00%	Tax Exempt	597.89
SERVICE-TECH	Service Tech - Installation Labor of New Dispatch Consoles and equipment		160.00	95.00		7.8958%	15,200.00 (1)
SYSTEM-TECH	System Technologist - Configuration and programming of new console system		80.00	125.00		7.8958%	10,000.00
PROJECT-MGT	Project Management		40.00	150.00		7.8958%	6,000.00
CLIMBER	Tower Climber - Installation of antenna system and removal of old antennas		80.00	120.00		7.8958%	9,600.00

Subtotal *(includes a discount of 46,644.82)*	321,832.77
TOTAL TAX	3,221.49 (1)
TOTAL USD	**325,054.26**

(1) 44,021.49

Terms

New Mexico State Contract
Communications, Radio Equipment, Parts, Accessories and Related Services
SPA Number 10-00000-20-00048

State of NM Vendor # 116813

All Proposals are good for 90 Days unless otherwise dated. We reserve the right to withdraw any proposal at anytime. Shipping & Freight charges maybe added to final invoice if not listed on the Proposal.

Inv #1

		w/ Alloc Freight	w/ Alloc Labor/Tax	New Alloc Costs Inv #1
817505	106,059.83	108,704.57	130,498.90	130,498.90
642901	108,166.19	110,863.45	133,090.61	133,090.61
663301	61,464.75	—	—	61,464.75
	275,690.77	219,568.02	263,589.51	325,054.26

Freight 5342.00 / 214,226.02 = .024936

Labor & Tax 44,021.49 / 219,568.02 = .200491

Inv #1

Invoices Combined

817505	136,179.45
642901	141728.31
663301	67,322.10
Inv #1 plus Inv #2	345,229.86

PROPOSAL

Pecos Valley Regional Communications
1 Saint Mary's PL
ROSWELL NM 88201

Date
21 Nov 2024

Expiry
16 Dec 2024

Quote Number
20245650

Reference
Mobile Command Post

CODE 3 SERVICE, LLC
2323 Aztec Rd NE - STE A
Albuquerque, NM 87107
ABQ (505) 407 2310
Taos (575) 737 8884
Roswell (575) 363 3135

Item	Description		Quantity	Unit Price	Discount	Tax	Amount USD
750M-MAXplus	Console Position Processor - Includes Power Supply, Mounting Plate, and Mouse	817505	1.00	6,683.00	15.00%	Tax Exempt	5,680.55
					5680.55		
750M-100SL-000	Console Application Seat License	663301	1.00	6,891.00	15.00%	Tax Exempt	5,857.35
					5857.35		
750M-500-002	Mindshare Position Speaker	642901	4.00	372.00	15.00%	Tax Exempt	1,264.80
750M-400-000	Operator Headset Jack	642901	1.00	372.00	15.00%	Tax Exempt	316.20
750M-DM-001	Mindshare Electret Omni-Directional Console Desk Microphone	642901	1.00	681.00	15.00%	Tax Exempt	578.85
750M-100-000	Mindshare Radio Interface Card	642901	4.00	1,041.00	15.00%	Tax Exempt	3,539.40
750M-300-000	Mindshare Card Cage Rack Mount with 16 Slots	642901	1.00	3,457.00	15.00%	Tax Exempt	2,938.45

Subtotal *(includes a discount of 3,560.40)*	20,175.60
TOTAL TAX	0.00
TOTAL USD	**20,175.60**

817505 5680.55
642901 8637.70
663301 5857.35
20,175.60

Inv #2

Terms

Inv #2

New Mexico State Contract
Communications, Radio Equipment, Parts, Accessories and Related Services
SPA Number 10-00000-20-00048

State of NM Vendor # 116813

All Proposals are good for 90 Days unless otherwise dated. We reserve the right to withdraw any proposal at anytime. Shipping & Freight charges maybe added to final invoice if not listed on the Proposal.

Inv #2

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 9.
Meeting Date: 02/13/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Authorization for ratification for PO 22501332 for emergency Water & Wastewater Repairs due to flood disaster on Hondo Draw Bypass (Hondo River Sewer Damage) in the amount of $542,918.26, 4th Street manhole replacement in the amount of $233,215.10 and Berrendo River Aerial sewer line repair in the amount of $134,007.06 totaling $910,140.42 to J & H Services, Inc. includes GRT, with a budget adjustment to GL 53014355-614020 in the amount of $910,088.72. (Corn/Steward)

BACKGROUND:
Initiated by: Elizabeth Prichard

Emergency Flood Damage to water and waste water infrastructure for repairs to multiple areas to include the Hondo Draw Bypass, 4th Street manhole and Berrendo River Aerial Sewer Line.

FINANCIAL CONSIDERATION

- Funding Source - Budget adjustment to Maintenance & Repair Infrastructure GL 53014355-614020 in the amount of $910,088.72.
- Funding Source - PO 22501332 encumbrance of $51.70.

LEGAL REVIEW:
No Legal Review Needed.

BOARD AND COMMITTEE ACTION:
Finance Committee recommended approval 5-0 at their meeting February 6, 2025.

STAFF RECOMMENDATION:
Consider Recommending authorization for ratification for PO 22501332 for emergency Water & Wastewater Repairs due to flood disaster on Hondo Draw Bypass (Hondo River Sewer Damage) in the amount of $542,918.26, 4th Street manhole replacement in the amount of $233,215.10 and Berrendo River Aerial sewer line repair in the amount of $134,007.06 totaling $910,140.42 to J & H Services, Inc. includes GRT, with a budget adjustment to GL 53014355-614020 in the amount of $910,088.72.

- Funding Source - Budget adjustment to Maintenance & Repair Infrastructure GL 53014355-614020 in the amount of $910,088.72.
- Funding Source - PO 22501332 encumbrance of $51.70.

Attachments

J&H Services
Utility Roadway Flood Repair list
J&H Quote $542,918.26
J&H Quote $233,215.10
J&H Quote $134,007.06

ON-CALL UTILITY REPAIR SERVICES AGREEMENT-RFP-25-001

This Engineering and Architectural Services Agreement ("Agreement") is hereby entered into on this _13th_ day of September, 2024, by and between the City of Roswell, New Mexico ("City"), a political subdivision of the State of New Mexico, and J & H SERVICES, INC.("Contractor"), collectively referred to herein as the Parties.

RECITALS

WHEREAS, on July 14, 2024, City Issued RFP-25-001, ("RFP-25-001"), which RFP is attached hereto as Exhibit 1 and incorporated by reference;

WHEREAS, RFP-25-001 ON-CALL UTILITY REPAIR SERVICES sought multiple contractors to provide ON-CALL UTILITY services and improvements, as described in more detail in the Summary Statement of Work Exhibit 2 of RFP- 25-001 ON-ON-CALL UTILITY REPAIR SERVICES, for City's properties;

WHEREAS, RFP-25-001 ON-CALL UTILITY REPAIR SERVICES contemplates that, over the course of the Term, as defined in RFP-25-001 ON-CALL UTILITY REPAIR SERVICES, contractors whose proposals are accepted by City shall have the opportunity to be awarded projects from time to time by City for general construction services of City's properties;

WHEREAS, RFP-25-001 ON-CALL UTILITY REPAIR SERVICES further contemplates that City may award any project under RFP-25-001 to the superior proposal for that project, as determined by City in its own discretion to be in its best interests;

WHEREAS, Contractor submitted a Proposal in response to RFP-25-001 ON-CALL UTILITY REPAIR SERVICES that accepted by City on August 15, 2024, which Proposal is attached hereto as Exhibit 3 and incorporated by reference; and

WHEREAS, the Parties wish hereby to set forth and agree to the terms and procedures under which City may award, and Contractors may accept and perform, projects pursuant to RFP-25-001 ON-CALL UTILITY REPAIR SERVICES.

NOW THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the Parties hereby agree as follows:

1. **Term:** As set forth in RFP-25-001 ON-CALL UTILITY REPAIR SERVICES, the Term of this Agreement shall be for one (1) year from the date signed and may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement, provided that the funds for subject contract are available and approved annually by the City Council and that the Offeror has established a satisfactory record of performance.

Projects under this RFP shall be non-exclusive. Any extensions hereof shall be subject to the same terms and conditions set forth in RFP-25-001 ON-CALL UTILITY REPAIR SERVICES and this Agreement.

2. **Project Award:** City may, but is not required, to award one or more projects for general construction and improvements for city properties, as contemplated in RFP-25-001, to Contractor from time to time during the course of the Term. City's decision whether or not to award a project hereunder to contactor shall be discretionary, based upon City's determination of its best interest, which determination is absolute and not subject to challenge by Contractor.

3. **Contractor's Acceptance:** Contractor may, but is not required, to accept such project or projects awarded to Contractor under Paragraph 1. Contractor shall notify City in writing within 48 hours of receipt of the Award Notice of its acceptance or rejection of an awarded project. Failure to notify City within the time period specified shall be deemed a rejection.

4. **Project Commencement:** In the event that Contractor accepts an award of a project hereunder, Contractor shall commence work on the project upon acceptable time by both parties, provided that Contractor shall commence filing necessary permit applications within 24 hours of Contractor's acceptance. Once Contractor has commenced work on an awarded project, Contractor shall not have the right to withdraw and shall substantially complete the project within the project timeline specified in the Award Notice, unless Contractor's obligation to complete such pending project has been specifically released or extended by City in writing by a duly authorized representative of City. The work shall be considered substantially completed when the total amount of unfinished work is estimated at less than 5% and City shall determine substantial completion hereunder, by written certification of such by the Facilities Manager or the City Engineer for the City of Roswell, ("City Engineer"), as provided for hereunder.

5. **Project Performance:** Contractor shall perform all work on every project hereunder in a good and workman-like fashion, in substantial compliance in all respects with the plans and specifications, timeline, pricing, and all other project terms set forth in the Award Notice, and all instructions and directions provided by City. No act of the City, or its agents or employees or representatives, either in supervising or directing project work, or any extension of time for the completion of project

work, shall be regarded as an acceptance of such work or any part thereof, or of materials used therein, either wholly or in part. City shall determine substantial compliance hereunder solely by written certification of such by the City Engineer, as provided for hereunder.

6. **Subcontractors:** Contractor, as soon as practicable after the acceptance of a project, shall furnish to City in writing a list of the names of any subcontractors proposed for the project. Contractor shall not employ any subcontractor to whom City may have a reasonable objection. Contractor shall not be required to employ any subcontractor to whom he has a reasonable objection. Contracts between the Contractor and the subcontractor shall be in accordance with the terms of this Agreement and the Award Notice insofar as applicable.

7. **City Engineer's Certifications:** Upon receipt of written notice from the Contractor that the work is substantially complete and ready for inspection and acceptance, the City Engineer shall make an inspection of the project. If the City Engineer accepts Contractor's project work, he shall promptly issue a written certification over his own signature, stating that the project work provided for in this Award Notice has been substantially completed in substantial compliance with the plans and specifications ("Certification of Substantial Completion").

   If required in the Award Notice, the City Engineer shall make a final inspection of the project no later than 11 months after substantial completion of the work. If the City Engineer determines that the project has been fully completed in compliance with the terms of the Award Notice, he shall promptly issue a written certification over his own signature, stating that the project work provided for in this Award Notice has been finally completed ("Certification of Final Completion").

8. **Project Payment:** City shall pay Contractor pursuant to the price and payment schedule provided in the Award Notice. Final payment shall be made within thirty (30) days after date of issuance of the Certification of Substantial or Final Completion, as provided for in the Award Notice. Payments may be withheld on account of

   a. defective work not remedied;
   b. failure of the Contractor to make payments properly for labor, materials, or equipment, and Sub-Contractors
   c. damage to City or a third party;
   d. any other claims asserted or evidence which indicates probable assertion of claims against Contractor in relation to the project; or

e. unsatisfactory prosecution of the work by the Contractor.

In the event that City fails to make any payment due under the payment schedule without cause, City shall have the opportunity to cure any such omission within 14 days of notice by Contractor of such. Contractor shall submit to City a Final invoice for final payment. Contractor's Invoice/billing shall provide the following information:

a. Contractor's Name;
b. Contractor's Address and a phone number;
c. Purchase Order Number issued by City at time of project Award Notice;
d. Date of Invoice/ billing;
e. Location of project jobsite (address/ department name);
f. Project jobsite start date;
g. Final amount quoted and accepted by City;
h. The billed amount for New Mexico Gross Receipts Tax shall be stated on a separate line and at current rate at time of job completion,

9. **Contractor's Costs**: Contractor shall provide and pay for all labor, expertise, materials, freight/delivery equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of project work. Contractor shall bear the cost of all permits and licenses required to perform any project work.

10. **City's Right to Inspect and Supervise Work**: City, by and through the City Engineer or his designee, may make periodic visits to every project site to determine in general if project work is proceeding in accordance with the Award Notice's plans and specifications on the basis of on-site observations, the City Engineer or designee will keep City informed of the progress of the project work, and will endeavor to guard the City against defects and deficiencies in project work of Contractor. The City Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of project work, nor will City Engineer be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with project work.

City, by and through the City Engineer and/or other designee, may supervise and direct Contractor's project work and Contractor shall follow all instructions, directions and specifications of City in

the performance of project work, provided that supervision and direction by City shall conform to the project terms provided in the Award Notice. City will not be responsible, however, for the Contractor's failure to carry out project work in accordance with its obligations hereunder or pursuant to the plans and specifications of the Award Notice.

11. **City's Right to Direct Contractor Employees:** City's right to supervise and direct Contractor's project work shall include the right to direct Contractor's managerial and supervisory employees, and subcontractors, who shall faithfully and timely comply with all instructions of City concerning project work. In the event that City determines that any employee or subcontractor of Contractor has refused or neglected to obey City's instructions relating to project work; or are determined by City, in its discretion, to be otherwise incompetent, disorderly or unfaithful, Contractor shall, upon notice from City, at once discharge and not again employ such employee or subcontractor on any part of the project work, unless reinstated by the written consent of City.

12. **Implied Work:** Any work that is fairly implied by the plans and specifications of the Award Notice or this Agreement, as determined by the City Engineer, shall be completed by Contractor at no additional cost and within the project timeline set forth in the Award Notice, notwithstanding the failure of the Award Notice or this Agreement to explicitly state such work.

13. **Change Orders:** City may, whenever the City Engineer deems it necessary during the progress of a project, notify Contractor of any changes in project work ("Change Orders"), which shall automatically amend and become incorporated into the Award Notice, so long as such Change Order is within the scope of the plans and specifications of the Award Notice. Change Orders shall, if necessary, include any associated alteration of project pricing and/or timeline.

14. **Additional Work:** In the event, however, that City desires additional work beyond that contemplated by the Award Notice, City shall notify Contractor of such additional work in a supplemental notice of award ("Supplemental Award Notice"), which shall set forth the plans and specifications, timeline, pricing and payment schedule of the additional work. Contractor may accept or reject the additional work as otherwise provided for herein.

15. **Liquidated Damages for Delays:** The Parties acknowledge and agree that the failure of Contractor to adhere to project timelines, resulting in delay to substantial completion of a project, will cause damages to City, including, without limitation, additional engineering and inspection expenses,

which are significant but difficult to quantify. In the event that substantial completion of an awarded contract is delayed beyond project timelines established by City, as a result of any failure of Contractor, Contractor shall pay to City $5,000.00 per each day substantial completion is delayed beyond established project timelines. The Parties agree that sums payable in this Paragraph constitute liquidated damages and not penalties and are in addition to all other rights of City, under this Agreement or as otherwise provided by law.

16. **Compliance with Law**: The Contractor will be required to observe and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority applicable to Contractor's performance of project work, including, without limitation, those relating to worker health and safety, obstruction of the streets, runways, taxiways, maintaining signals, keeping open passageways and protecting the same where exposed. Contractor shall obtain all necessary permits and licenses relative to any project.

17. **Safety**: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with project work. It shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

    a. all employees and subcontractors on every project and other persons who may be affected thereby;
    b. all materials and equipment to be used and/or incorporated in the project; and
    c. any other property at the project site or elsewhere.

    Contractor shall bear all risk of loss to project work, materials or equipment due to fire, theft, vandalism, or other casualty or cause, until project work is substantially completed and accepted by City. All damage or loss to any property caused in whole or in part by the Contractor, or its employees, agents, representatives, or subcontractors shall be remedied by the Contractor.

18. **Insurance**: Without waiving or limiting Contractor's duty herein to indemnify City, Contractor shall purchase and maintain in full force and effect a $1,000,000.00 policy or policies of general public liability insurance in which City is named as an additional insured, covering against claims for injury, death or damage to person(s) or property arising from or relating to any and every project undertaken by Contractor.

19. **Bid Bond**: For any project, the price of which is $25,000.00 or greater, Contractor shall furnish to City, with its acceptance of the project, a Bid Bond in the amount of 5% of the total amount of the price of such project, which Bond shall be executed by Contractor as principal, with at least one Corporate Surety Company authorized to do business in the State of New Mexico, as Surety conditioned for the faithful commencement of the work in strict conformity with the plans and specifications, pricing and timeline set forth in the Award Notice. In addition, in the event that Contractor performs multiple projects pursuant to this Agreement and the combined prices of such projects paid by City to Contractor equals or exceeds $25,000.00, City may require Contractor secure a Bid Bond, as provided above, for any such additional projects cumulatively equaling or exceeding $25,000.00.

20. **Performance Bond**: For each and every project accepted and undertaken by Contractor, Contractor shall furnish to City a Performance Bond in the amount of 100% of the total amount of the project price, which Bond shall be executed by Contractor as principal, with at least one Corporate Surety Company authorized to do business in the State of New Mexico, as Surety conditioned for the faithful completion of the work in strict conformity with the plans and specifications, pricing and timeline set forth in the Award Notice.

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

22. **Prohibition on Liens**: Contractor agrees that it shall not assert rights to or claim a lien, or encumbrance of any type or kind, including any mechanic's or materialman's lien on any portion of the land, buildings, equipment, fixtures, or materials that constitute or form a part of the project, nor shall it permit or suffer any liens for labor, equipment or materials furnished to

    Contractor in relation to its performance of project work to encumber City's land, buildings, equipment, fixtures, or materials, and shall indemnify and hold harmless City against any such liens asserted by third parties. In addition, the Performance Bond provided for above shall be held and construed to cover all such third-party lien claims.

23. **Disputes:** The City Engineer shall be the initial interpreter of the requirements of this Agreement and the Award Notice and judge the acceptability of all project work thereunder.

Claims, disputes and other matters relating to the acceptability of project work or the interpretation of the requirements of this Agreement or the Award Notice pertaining to the performance and furnishing of project work, Change Orders, and project timelines will be referred initially to the City Engineer in writing with a request for a decision. Written notice of each such claim, dispute or other matter will be delivered by Contractor to the City Engineer promptly after the occurrence or event giving rise thereto. The City Engineer will render a decision in writing promptly after receipt of the submittal, allowing sufficient time for review of the matter. The City Engineer's decision on such claim, dispute or other matter will be final and binding upon Contractor.

24. **Deficiency Notices:** If at any time during the progress of an ongoing project, the City Engineer determines that:

    a. Contractor is failing to supply sufficient time, supplies, or manpower reasonably required by the project, or is otherwise failing to vigorously perform project work, such that there is a substantial possibility that the Contractor will not complete the project according to the applicable timeline;
    b. Contractor is neglecting to perform the work a good and workman-like fashion according to the plans and specifications of the Award Notice, instructions of City, and requirements of this Agreement; and/or
    c. Contractor is otherwise failing to perform any obligation or adhere to any covenant required hereunder or in the Award Notice;

    the City Engineer shall notify Contractor of such determination ("Deficiency Notice") and require Contractor to provide such additional resources or to make good such deficiencies, as the City Engineer may deem necessary. Contractor shall supply the additional resources or make good the deficiencies at no additional cost to City and shall provide the City Engineer with evidence of satisfactory compliance within IO business days of the Deficiency Notice. Satisfactory compliance shall be determined in good faith by the City Engineer.

25. **Force Majeure:** Notwithstanding the foregoing, in no event shall the Contractor be responsible or liable for any failure or delay in the performance of its obligations pursuant to City's specifications or timeline caused by any negligence or omission of City. Contractor shall further bear no responsibility or liability for delays arising out of or caused by forces beyond its control and not caused by the negligence or intentional conduct or misconduct of Contractor, including, without limitation, war, strike, fire, Act of God, earthquake, flood, lockout, embargo, governmental acts or

orders or restrictions, failure of suppliers, provided Contractor has exerted all reasonable efforts to avoid or remedy such force majeure.

In the event of a force majeure, Contractor shall notify City thereof within 10 days of its occurrence and request an extension of the applicable project timeline. Failure of Contractor to notify City of the occurrence of a force majeure shall subject Contractor to the liquidated damages specified above, notwithstanding this Paragraph.

26. **Default:** Failure of Contractor to complete any project accepted pursuant to the terms of this Agreement according to the plans and specifications, instructions, and timeline of City, to comply with any Deficiency Notice of the City Engineer, or to otherwise adhere to any obligation or covenant set forth in this Agreement, shall constitute a Default of this Agreement. In the event of Default by Contractor, City may, without prejudice to any other remedy City may have, make good deficiencies and may deduct the cost thereof from payments then or thereafter due the Contractor or, at City's option, may terminate this Agreement and suspend Contractor's work on the project, take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method City may deem expedient.

If, in the event City opts to suspend Contractor's work and complete the project, the unpaid balance of payments owed Contractor for the project exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City. These rights and remedies are in addition to any right to damages or other rights and remedies allowed by law.

27. **Waiver:** Neither a failure nor a delay on the part of either City in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The rights, remedies and benefits of the City herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which either may have under this Agreement at law, in equity, by statute or otherwise.

28. **Termination:** This Agreement may be terminated at any time and without penalty, by either party by giving 60 days written notice, subject to any pending project on which work has commenced,

which project shall be completed according to the applicable project timeline and specifications, notwithstanding the right of termination hereunder, unless Contractor's obligation to complete such pending project has been specifically released by City in writing by a duly authorized representative of City.

City may suspend or annul any project commenced hereunder at any time, including by awarding the project to another contractor, with or without terminating this Agreement, when City determines such an action is in its best interest, which determination is absolute and not subject to contest by Contractor. In the event a project is annulled, Contractor shall be paid for all services satisfactorily completed, as determined by the City Engineer, within 30 days of annulment. In the event a project is temporarily suspended hereunder and later recommenced by Contractor, the project timeline shall be adjusted to account for such suspension.

29. **Indemnification:** Contractor hereby expressly agrees to identify and save harmless the City in all suits and actions of every nature and description brought against by or on account of any injuries or damages received or sustained by any parties through the negligence or carelessness of Contractor, of its employees or subcontractors, or by from acts of Contractor of its servants or agents or subcontractors in the performance of their duties in doing the work herein contracted or in consequence of any negligence in making said improvements or in any improper materials used in its construction or by or on account of any acts or omissions of Contractor, its servants or agents or subcontractors.

Notice: All notices, requests or other communications to the parties shall be given by Registered mail addressed as follows:

City of Roswell
Attn: Chad Cole
City Manager
P. O. Box 1838
Roswell, NM 88201

J & H SERVICES, INC.
Attn: Holly Mitchell
Vice President
6616 Gulton Ct NE, Ste 90
Albuquerque, NM, 87109

30. **Prohibition on Assignment:** Contractor shall not assign any of its rights or interest or delegate any of its any of its obligations under this Agreement without the prior written consent of City, which consent may be withheld in its sole and absolute discretion.

31. **Entire Agreement:** This Agreement embodies the entire agreement of the Parties with respect to the subject matters contained herein. This Agreement may be modified or amended or the provisions hereof waived only by a written instrument signed by the duly authorized representatives of the Parties.

32. **Severance Clause:** In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

33. **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.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, J & H SERVICES, INC. and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on this 27 day of September 2024, the Effective Date hereof.

"City"
City of Roswell

9/17/24
By: Chad Cole Date
City Manager

"J & H"
J & H SERVICES, INC

Holly Mitchell 9/27/24
By: Holly Mitchell Date
Vice President

City Seal

Amalia Martinez 9-27-24
Amalia Martinez, City Clerk Date

Approved as to Form:

9-16-24
Hessel Yntema, City Attorney Date

UTILITY REPAIR SERVICES AGREEMENT-RFP-25-001

This Engineering and Architectural Services Agreement ("Agreement") is hereby entered into on this _13th_ day of September, 2024, by and between the City of Roswell, New Mexico ("City"), a political subdivision of the State of New Mexico, and WHITE CLOUD PIPELINE CORP.("Contractor"), collectively referred to herein as the Parties.

RECITALS

WHEREAS, on July 14, 2024, City Issued RFP-25-001, ("RFP-25-001"), which RFP is attached hereto as Exhibit 1 and incorporated by reference;

WHEREAS, RFP-25-001 ON-CALL UTILITY REPAIR SERVICES sought multiple contractors to provide ON-CALL UTILITY services and improvements, as described in more detail in the Summary Statement of Work Exhibit 2 of RFP- 25-001 ON-ON-CALL UTILITY REPAIR SERVICES, for City's properties;

WHEREAS, RFP-25-001 ON-CALL UTILITY REPAIR SERVICES contemplates that, over the course of the Term, as defined in RFP-25-001 ON-CALL UTILITY REPAIR SERVICES, contractors whose proposals are accepted by City shall have the opportunity to be awarded projects from time to time by City for general construction services of City's properties;

WHEREAS, RFP-25-001 ON-CALL UTILITY REPAIR SERVICES further contemplates that City may award any project under RFP-25-001 to the superior proposal for that project, as determined by City in its own discretion to be in its best interests;

WHEREAS, Contractor submitted a Proposal in response to RFP-25-001 ON-CALL UTILITY REPAIR SERVICES that accepted by City on August 15, 2024, which Proposal is attached hereto as Exhibit 3 and incorporated by reference; and

WHEREAS, the Parties wish hereby to set forth and agree to the terms and procedures under which City may award, and Contractors may accept and perform, projects pursuant to RFP-25-001 ON-CALL UTILITY REPAIR SERVICES.

NOW THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the Parties hereby agree as follows:

1. **Term**: As set forth in RFP-25-001 ON-CALL UTILITY REPAIR SERVICES, the Term of this Agreement shall be for one (1) year from the date signed and may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement, provided that the funds for subject contract are available and approved annually by the City Council and that the Offeror has established a satisfactory record of performance.

Projects under this RFP shall be non-exclusive. Any extensions hereof shall be subject to the same terms and conditions set forth in RFP-25-001 ON-CALL UTILITY REPAIR SERVICES and this Agreement.

2. **Project Award**: City may, but is not required, to award one or more projects for general construction and improvements for city properties, as contemplated in RFP-25-001, to Contractor from time to time during the course of the Term. City's decision whether or not to award a project hereunder to contactor shall be discretionary, based upon City's determination of its best interest, which determination is absolute and not subject to challenge by Contractor.

3. **Contractor's Acceptance**: Contractor may, but is not required, to accept such project or projects awarded to Contractor under Paragraph 1. Contractor shall notify City in writing within 48 hours of receipt of the Award Notice of its acceptance or rejection of an awarded project. Failure to notify City within the time period specified shall be deemed a rejection.

4. **Project Commencement:** In the event that Contractor accepts an award of a project hereunder, Contractor shall commence work on the project upon acceptable time by both parties, provided that Contractor shall commence filing necessary permit applications within 24 hours of Contractor's acceptance. Once Contractor has commenced work on an awarded project, Contractor shall not have the right to withdraw and shall substantially complete the project within the project timeline specified in the Award Notice, unless Contractor's obligation to complete such pending project has been specifically released or extended by City in writing by a duly authorized representative of City. The work shall be considered substantially completed when the total amount of unfinished work is estimated at less than 5% and City shall determine substantial completion hereunder, by written certification of such by the Facilities Manager or the City Engineer for the City of Roswell, ("City Engineer"), as provided for hereunder.

5. **Project Performance**: Contractor shall perform all work on every project hereunder in a good and workman-like fashion, in substantial compliance in all respects with the plans and specifications, timeline, pricing, and all other project terms set forth in the Award Notice, and all instructions and directions provided by City. No act of the City, or its agents or employees or representatives, either in supervising or directing project work, or any extension of time for the completion of project

work, shall be regarded as an acceptance of such work or any part thereof, or of materials used therein, either wholly or in part. City shall determine substantial compliance hereunder solely by written certification of such by the City Engineer, as provided for hereunder.

6. **Subcontractors**: Contractor, as soon as practicable after the acceptance of a project, shall furnish to City in writing a list of the names of any subcontractors proposed for the project. Contractor shall not employ any subcontractor to whom City may have a reasonable objection. Contractor shall not be required to employ any subcontractor to whom he has a reasonable objection. Contracts between the Contractor and the subcontractor shall be in accordance with the terms of this Agreement and the Award Notice insofar as applicable.

7. **City Engineer's Certifications**: Upon receipt of written notice from the Contractor that the work is substantially complete and ready for inspection and acceptance, the City Engineer shall make an inspection of the project. If the City Engineer accepts Contractor's project work, he shall promptly issue a written certification over his own signature, stating that the project work provided for in this Award Notice has been substantially completed in substantial compliance with the plans and specifications ("Certification of Substantial Completion").

   If required in the Award Notice, the City Engineer shall make a final inspection of the project no later than 11 months after substantial completion of the work. If the City Engineer determines that the project has been fully completed in compliance with the terms of the Award Notice, he shall promptly issue a written certification over his own signature, stating that the project work provided for in this Award Notice has been finally completed ("Certification of Final Completion").

8. **Project Payment**: City shall pay Contractor pursuant to the price and payment schedule provided in the Award Notice. Final payment shall be made within thirty (30) days after date of issuance of the Certification of Substantial or Final Completion, as provided for in the Award Notice. Payments may be withheld on account of

   a. defective work not remedied;
   b. failure of the Contractor to make payments properly for labor, materials, or equipment, and Sub-Contractors
   c. damage to City or a third party;
   d. any other claims asserted or evidence which indicates probable assertion of claims against Contractor in relation to the project; or

e. unsatisfactory prosecution of the work by the Contractor.

In the event that City fails to make any payment due under the payment schedule without cause, City shall have the opportunity to cure any such omission within 14 days of notice by Contractor of such. Contractor shall submit to City a Final invoice for final payment. Contractor's Invoice/billing shall provide the following information:

a. Contractor's Name;
b. Contractor's Address and a phone number;
c. Purchase Order Number issued by City at time of project Award Notice;
d. Date of Invoice/ billing;
e. Location of project jobsite (address/ department name);
f. Project jobsite start date;
g. Final amount quoted and accepted by City;
h. The billed amount for New Mexico Gross Receipts Tax shall be stated on a separate line and at current rate at time of job completion,

9. **Contractor's Costs**: Contractor shall provide and pay for all labor, expertise, materials, freight/delivery equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of project work. Contractor shall bear the cost of all permits and licenses required to perform any project work.

10. **City's Right to Inspect and Supervise Work**: City, by and through the City Engineer or his designee, may make periodic visits to every project site to determine in general if project work is proceeding in accordance with the Award Notice's plans and specifications on the basis of on-site observations, the City Engineer or designee will keep City informed of the progress of the project work, and will endeavor to guard the City against defects and deficiencies in project work of Contractor. The City Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of project work, nor will City Engineer be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with project work.

City, by and through the City Engineer and/or other designee, may supervise and direct Contractor's project work and Contractor shall follow all instructions, directions and specifications of City in

the performance of project work, provided that supervision and direction by City shall conform to the project terms provided in the Award Notice. City will not be responsible, however, for the Contractor's failure to carry out project work in accordance with its obligations hereunder or pursuant to the plans and specifications of the Award Notice.

11. **City's Right to Direct Contractor Employees**: City's right to supervise and direct Contractor's project work shall include the right to direct Contractor's managerial and supervisory employees, and subcontractors, who shall faithfully and timely comply with all instructions of City concerning project work. In the event that City determines that any employee or subcontractor of Contractor has refused or neglected to obey City's instructions relating to project work; or are determined by City, in its discretion, to be otherwise incompetent, disorderly or unfaithful, Contractor shall, upon notice from City, at once discharge and not again employ such employee or subcontractor on any part of the project work, unless reinstated by the written consent of City.

12. **Implied Work**: Any work that is fairly implied by the plans and specifications of the Award Notice or this Agreement, as determined by the City Engineer, shall be completed by Contractor at no additional cost and within the project timeline set forth in the Award Notice, notwithstanding the failure of the Award Notice or this Agreement to explicitly state such work.

13. **Change Orders**: City may, whenever the City Engineer deems it necessary during the progress of a project, notify Contractor of any changes in project work ("Change Orders"), which shall automatically amend and become incorporated into the Award Notice, so long as such Change Order is within the scope of the plans and specifications of the Award Notice. Change Orders shall, if necessary, include any associated alteration of project pricing and/or timeline.

14. **Additional Work**: In the event, however, that City desires additional work beyond that contemplated by the Award Notice, City shall notify Contractor of such additional work in a supplemental notice of award ("Supplemental Award Notice"), which shall set forth the plans and specifications, timeline, pricing and payment schedule of the additional work. Contractor may accept or reject the additional work as otherwise provided for herein.

15. **Liquidated Damages for Delays**: The Parties acknowledge and agree that the failure of Contractor to adhere to project timelines, resulting in delay to substantial completion of a project, will cause damages to City, including, without limitation, additional engineering and inspection expenses,

which are significant but difficult to quantify. In the event that substantial completion of an awarded contract is delayed beyond project timelines established by City, as a result of any failure of Contractor, Contractor shall pay to City $5,000.00 per each day substantial completion is delayed beyond established project timelines. The Parties agree that sums payable in this Paragraph constitute liquidated damages and not penalties and are in addition to all other rights of City, under this Agreement or as otherwise provided by law.

16. **Compliance with Law**: The Contractor will be required to observe and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority applicable to Contractor's performance of project work, including, without limitation, those relating to worker health and safety, obstruction of the streets, runways, taxiways, maintaining signals, keeping open passageways and protecting the same where exposed. Contractor shall obtain all necessary permits and licenses relative to any project.

17. **Safety**: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with project work. It shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

    a. all employees and subcontractors on every project and other persons who may be affected thereby;
    b. all materials and equipment to be used and/or incorporated in the project; and
    c. any other property at the project site or elsewhere.

    Contractor shall bear all risk of loss to project work, materials or equipment due to fire, theft, vandalism, or other casualty or cause, until project work is substantially completed and accepted by City. All damage or loss to any property caused in whole or in part by the Contractor, or its employees, agents, representatives, or subcontractors shall be remedied by the Contractor.

18. **Insurance**: Without waiving or limiting Contractor's duty herein to indemnify City, Contractor shall purchase and maintain in full force and effect a $1,000,000.00 policy or policies of general public liability insurance in which City is named as an additional insured, covering against claims for injury, death or damage to person(s) or property arising from or relating to any and every project undertaken by Contractor.

19. **Bid Bond**: For any project, the price of which is $25,000.00 or greater, Contractor shall furnish to City, with its acceptance of the project, a Bid Bond in the amount of 5% of the total amount of the price of such project, which Bond shall be executed by Contractor as principal, with at least one Corporate Surety Company authorized to do business in the State of New Mexico, as Surety conditioned for the faithful commencement of the work in strict conformity with the plans and specifications, pricing and timeline set forth in the Award Notice. In addition, in the event that Contractor performs multiple projects pursuant to this Agreement and the combined prices of such projects paid by City to Contractor equals or exceeds $25,000.00, City may require Contractor secure a Bid Bond, as provided above, for any such additional projects cumulatively equaling or exceeding $25,000.00.

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22. **Prohibition on Liens**: Contractor agrees that it shall not assert rights to or claim a lien, or encumbrance of any type or kind, including any mechanic's or materialman's lien on any portion of the land, buildings, equipment, fixtures, or materials that constitute or form a part of the project, nor shall it permit or suffer any liens for labor, equipment or materials furnished to

    Contractor in relation to its performance of project work to encumber City's land, buildings, equipment, fixtures, or materials, and shall indemnify and hold harmless City against any such liens asserted by third parties. In addition, the Performance Bond provided for above shall be held and construed to cover all such third-party lien claims.

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Claims, disputes and other matters relating to the acceptability of project work or the interpretation of the requirements of this Agreement or the Award Notice pertaining to the performance and furnishing of project work, Change Orders, and project timelines will be referred initially to the City Engineer in writing with a request for a decision. Written notice of each such claim, dispute or other matter will be delivered by Contractor to the City Engineer promptly after the occurrence or event giving rise thereto. The City Engineer will render a decision in writing promptly after receipt of the submittal, allowing sufficient time for review of the matter. The City Engineer's decision on such claim, dispute or other matter will be final and binding upon Contractor.

24. **Deficiency Notices**: If at any time during the progress of an ongoing project, the City Engineer determines that:

    a. Contractor is failing to supply sufficient time, supplies, or manpower reasonably required by the project, or is otherwise failing to vigorously perform project work, such that there is a substantial possibility that the Contractor will not complete the project according to the applicable timeline;
    b. Contractor is neglecting to perform the work a good and workman-like fashion according to the plans and specifications of the Award Notice, instructions of City, and requirements of this Agreement; and/or
    c. Contractor is otherwise failing to perform any obligation or adhere to any covenant required hereunder or in the Award Notice;

    the City Engineer shall notify Contractor of such determination ("Deficiency Notice") and require Contractor to provide such additional resources or to make good such deficiencies, as the City Engineer may deem necessary. Contractor shall supply the additional resources or make good the deficiencies at no additional cost to City and shall provide the City Engineer with evidence of satisfactory compliance within IO business days of the Deficiency Notice. Satisfactory compliance shall be determined in good faith by the City Engineer.

25. **Force Majeure**: Notwithstanding the foregoing, in no event shall the Contractor be responsible or liable for any failure or delay in the performance of its obligations pursuant to City's specifications or timeline caused by any negligence or omission of City. Contractor shall further bear no responsibility or liability for delays arising out of or caused by forces beyond its control and not caused by the negligence or intentional conduct or misconduct of Contractor, including, without limitation, war, strike, fire, Act of God, earthquake, flood, lockout, embargo, governmental acts or

orders or restrictions, failure of suppliers, provided Contractor has exerted all reasonable efforts to avoid or remedy such force majeure.

In the event of a force majeure, Contractor shall notify City thereof within 10 days of its occurrence and request an extension of the applicable project timeline. Failure of Contractor to notify City of the occurrence of a force majeure shall subject Contractor to the liquidated damages specified above, notwithstanding this Paragraph.

26. **Default**: Failure of Contractor to complete any project accepted pursuant to the terms of this Agreement according to the plans and specifications, instructions, and timeline of City, to comply with any Deficiency Notice of the City Engineer, or to otherwise adhere to any obligation or covenant set forth in this Agreement, shall constitute a Default of this Agreement. In the event of Default by Contractor, City may, without prejudice to any other remedy City may have, make good deficiencies and may deduct the cost thereof from payments then or thereafter due the Contractor or, at City's option, may terminate this Agreement and suspend Contractor's work on the project, take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method City may deem expedient.

    If, in the event City opts to suspend Contractor's work and complete the project, the unpaid balance of payments owed Contractor for the project exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City. These rights and remedies are in addition to any right to damages or other rights and remedies allowed by law.

27. **Waiver**: Neither a failure nor a delay on the part of either City in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The rights, remedies and benefits of the City herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which either may have under this Agreement at law, in equity, by statute or otherwise.

28. **Termination**: This Agreement may be terminated at any time and without penalty, by either party by giving 60 days written notice, subject to any pending project on which work has commenced,

which project shall be completed according to the applicable project timeline and specifications, notwithstanding the right of termination hereunder, unless Contractor's obligation to complete such pending project has been specifically released by City in writing by a duly authorized representative of City.

City may suspend or annul any project commenced hereunder at any time, including by awarding the project to another contractor, with or without terminating this Agreement, when City determines such an action is in its best interest, which determination is absolute and not subject to contest by Contractor. In the event a project is annulled, Contractor shall be paid for all services satisfactorily completed, as determined by the City Engineer, within 30 days of annulment. In the event a project is temporarily suspended hereunder and later recommenced by Contractor, the project timeline shall be adjusted to account for such suspension.

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Notice: All notices, requests or other communications to the parties shall be given by Registered mail addressed as follows:

City of Roswell
Attn: Chad Cole
City Manager
P. O. Box 1838
Roswell, NM 88201

WHITE CLOUD PIPELINE CORP.
Attn Tonnie Patterson
President
P.O. Bo 2184
Roswell, NM, 88202

30. **Prohibition on Assignment**: Contractor shall not assign any of its rights or interest or delegate any of its any of its obligations under this Agreement without the prior written consent of City, which consent may be withheld in its sole and absolute discretion.

31. **Entire Agreement**: This Agreement embodies the entire agreement of the Parties with respect to the subject matters contained herein. This Agreement may be modified or amended or the provisions hereof waived only by a written instrument signed by the duly authorized representatives of the Parties.

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33. **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.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, WHITE CLOUD PIPELINE CORP. and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on this 18 day of Sept., 2024, the Effective Date hereof.

"City"
City of Roswell

By: Chad Cole 9/17/24 Date
City Manager

"White Cloud ."
WHITE CLOUD PIPELINE CORP.

By: Tonnie Patterson 9-18-24 Date
President

City Seal:

Amalia Martinez Sept. 20, 2024
Amalia Martinez, City Clerk Date

Approved as to Form:

9-16-24
Hessel Yntema, City Attorney Date

J & H Services, Inc.
6616 Gulton Ct NE Ste 90
6616 Gulton Ct NE, STE 90
Albuquerque, NM 87109

Progress Invoice

Date	Invoice #
11/26/2024	7832

Bill To

City of Roswell
425 N. Richardson
Roswell, NM 88201

Project	2447 Roswell Emergency Utilities
P.O. No.	Terms
Berrendo 8" SAS	Net 30

Item	Description	Inv Qty	Rate	Curr %	Total %	Prior Qty	Prior Amt	Amount
	Berrendo Emergency 8" Sewer Repair 10/22-11/15 See attached Weekly Report See attached Invoice File See attached Buy America Cert (for rebar only)							
1000 Con...	Administration Support; 3 hr	3	45.00					135.00T
1000 Con...	Skilled Laborer; 504.5 hr	504.5	55.00					27,747.50T
1000 Con...	Site Supervisor; 135.5 hr	135.5	95.00					12,872.50T
1000 Con...	General Superintendent; 16.5 hr	16.5	300.00					4,950.00T
1000 Con...	Executive Officer including assistant; 8.5 hrs	8.5	500.00					4,250.00T
9960 Equi...	Backhoe with Operator; 56.5 hrs	56.5	150.00					8,475.00T
9960 Equi...	Wheel Loader with Operator; 24 hr	24	200.00					4,800.00T
9960 Equi...	Trackhoe with Operator; 81 hr	81	200.00					16,200.00T
9960 Equi...	Haul Truck; 8 hr	8	170.00					1,360.00T
9960 Equi...	Tamper/ Trench Roller/ Walk Behind Roller; 9 days	9	350.00					3,150.00T
9960 Equi...	Pickup/Van per day, 2 ea per location; 21 days	21	350.00					7,350.00T
9965 Mat...	Vendor Invoices plus 15%; 1 ls	1	32,910.44					32,910.44T

Our policy is to add 1 1/2% per month to all accounts in arrears 30 days or more. Customer is liable for attorney's fees and court costs if matter is turned over to an attorney for collection.

Subtotal	$124,200.44
Sales Tax (7.8958%)	$9,806.62
Total	$134,007.06
Payments/Credits	$0.00
Balance Due	$134,007.06

Phone #	Fax #	E-mail
5058969428	505-896-9429	holly@jhservicesinc.com

Payment #1 - Berrendo River Aerial Sewer Line Repair flood damaged aerial sewer crossing
Verified by Engineering Dept
Louis Najar - City Engr.
12-26-2024

J & H Services, Inc.
6616 Gulton Ct NE Ste 90
6616 Gulton Ct NE, STE 90
Albuquerque, NM 87109

Progress Invoice

Date	Invoice #
11/26/2024	7833

Bill To	Project	2447 Roswell Emergency Utilities
City of Roswell 425 N. Richardson Roswell, NM 88201	P.O. No.	Terms
	4th St MH Replacement	Net 30

Item	Description	Inv Qty	Rate	Curr %	Total %	Prior Qty	Prior Amt	Amount
	4th St Manhole Replacement/SAS Repair 10/22-11/15 See attached Weekly Report See attached Invoice File See attached Aggregate Report							
1000 Con...	Administration Support; 3 hr	3	45.00					135.00T
1000 Con...	Skilled Laborer; 744.5 hr	744.5	55.00					40,947.50T
1000 Con...	Site Supervisor; 152 hr	152	95.00					14,440.00T
1000 Con...	General Superintendent; 71 hr	71	300.00					21,300.00T
1000 Con...	Executive Officer including assistant; 3 hrs	3	500.00					1,500.00T
9960 Equi...	Backhoe with Operator; 1.5 hrs	1.5	150.00					225.00T
9960 Equi...	Wheel Loader with Operator; 73 hr	73	200.00					14,600.00T
9960 Equi...	Trackhoe with Operator; 141 hr	141	200.00					28,200.00T
9960 Equi...	Dump Truck 20 cy; 19.5 hr	19.5	125.00					2,437.50T
9960 Equi...	Haul Truck; 11.5 hr	11.5	170.00					1,955.00T
9960 Equi...	Pickup/Van per day, 2 ea per location; qty 34 days	34	350.00					11,900.00T
9965 Mat...	Engineered Fill; 68.5 tons	68.5	8.00					548.00T
9965 Mat...	Base Course; 44.08 tons	44.08	17.00					749.36T
9965 Mat...	1-2" Rock; 53.49 tons	53.49	19.00					1,016.31T
1000 Con...	Traffic Control; 1 ls	1	3,900.00					3,900.00T
1000 Con...	Shoring; 1 ls	1	5,000.00					5,000.00T
1000 Con...	Removals; 9 loads	9	150.00					1,350.00T
9965 Mat...	Vendor Invoices plus 15%; 1 ls	1	65,944.78					65,944.78T

Our policy is to add 1 1/2% per month to all accounts in arrears 30 days or more. Customer is liable for attorney's fees and court costs if matter is turned over to an attorney for collection.

Subtotal	$216,148.45
Sales Tax (7.8958%)	$17,066.65
Total	$233,215.10
Payments/Credits	$0.00
Balance Due	$233,215.10

Phone #	Fax #	E-mail
5058969428	505-896-9429	holly@jhservicesinc.com

Payment #1 - 4th St. Manhole
Repair flood damaged
Verified by Engineering Dept.
Louis Najar - City Engr
12-26-2024

J & H Services, Inc.
6616 Gulton Ct NE Ste 90
6616 Gulton Ct NE, STE 90
Albuquerque, NM 87109

Progress Invoice

Date	Invoice #
11/26/2024	7832

Bill To

City of Roswell
425 N. Richardson
Roswell, NM 88201

Project	2447 Roswell Emergency Utilities
P.O. No.	Terms
Berrendo 8" SAS	Net 30

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9960 Equi...	Backhoe with Operator; 56.5 hrs	56.5	150.00					8,475.00T
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9960 Equi...	Trackhoe with Operator; 81 hr	81	200.00					16,200.00T
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Subtotal	$124,200.44
Sales Tax (7.8958%)	$9,806.62
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Payments/Credits	$0.00
Balance Due	$134,007.06

Phone #	Fax #	E-mail
5058969428	505-896-9429	holly@jhservicesinc.com

Payment #1 - Berrendo River Aerial Sewer Line Repair flood damaged aerial sewer crossing
Verified by Engineering Dept
Louis Najar - City Engr.
12-26-2024

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 10.
Meeting Date: 02/13/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Authorization for ratification for PO 22501336 for emergency water and wastewater repairs due to flood disaster to White Cloud Pipeline in the amount of $369,329.49 including GRT, to include a budget adjustment to GL line 53004355-614020 of $369,279.49. (Corn/Valadez)

BACKGROUND:
Initiated by: Andrew Valadez
Emergency repairs due to flood damage to:

1. Lea Ave. Bridge over Spring River for aerial pipe crossing totaling $40,860.14 in repairs.
2. Kentucky Ave. Bridge over Spring River - replacement of aerial pipe crossing totaling $98,994.40.
3. US 285 Bridge Over Spring River aerial steel water pipe crossing totaling $129,487.91.
4. Pennsylvania Bridge Over Spring River aerial pipe crossing totaling $99,987.04

Utilizing White Cloud Utility Repair Services Agreement RFP-25-001

FINANCIAL CONSIDERATION

- Funding Source - Budget adjustment in the amount of $369,279.49 to Repair and Maintenance Infrastructure GL No. 53004355-614020.
- Funding Source - PO 22501336 encumbrance of $50.00.

LEGAL REVIEW:
No legal review needed

BOARD AND COMMITTEE ACTION:
Finance Committee recommended approval 5-0 at their meeting February 6, 2025.

STAFF RECOMMENDATION:
Consider recommending authorization for ratification for PO 22501336 for emergency water and wastewater repairs due to flood disaster to White Cloud Pipeline in the amount of $369,329.49 including GRT, to include a budget adjustment to GL line 53004355-614020 of $369,279.49.

- Funding Source - Budget adjustment in the amount of $369,279.49 to Repair and Maintenance Infrastructure GL No. 53004355-614020.
- Funding Source - PO 22501336 encumbrance of $50.00.

Attachments

RFP-25-001 Utiltiy Repair White Cloud
White Cloud Quote $99,987.04
White Cloud Quote $129,487.91
White Cloud Quote $98,994.40
White Cloud Quote $40,860.14

UTILITY REPAIR SERVICES AGREEMENT-RFP-25-001

This Engineering and Architectural Services Agreement ("Agreement") is hereby entered into on this _13th_ day of September, 2024, by and between the City of Roswell, New Mexico ("City"), a political subdivision of the State of New Mexico, and WHITE CLOUD PIPELINE CORP.("Contractor"), collectively referred to herein as the Parties.

RECITALS

WHEREAS, on July 14, 2024, City Issued RFP-25-001, ("RFP-25-001"), which RFP is attached hereto as Exhibit 1 and incorporated by reference;

WHEREAS, RFP-25-001 ON-CALL UTILITY REPAIR SERVICES sought multiple contractors to provide ON-CALL UTILITY services and improvements, as described in more detail in the Summary Statement of Work Exhibit 2 of RFP- 25-001 ON-ON-CALL UTILITY REPAIR SERVICES, for City's properties;

WHEREAS, RFP-25-001 ON-CALL UTILITY REPAIR SERVICES contemplates that, over the course of the Term, as defined in RFP-25-001 ON-CALL UTILITY REPAIR SERVICES, contractors whose proposals are accepted by City shall have the opportunity to be awarded projects from time to time by City for general construction services of City's properties;

WHEREAS, RFP-25-001 ON-CALL UTILITY REPAIR SERVICES further contemplates that City may award any project under RFP-25-001 to the superior proposal for that project, as determined by City in its own discretion to be in its best interests;

WHEREAS, Contractor submitted a Proposal in response to RFP-25-001 ON-CALL UTILITY REPAIR SERVICES that accepted by City on August 15, 2024, which Proposal is attached hereto as Exhibit 3 and incorporated by reference; and

WHEREAS, the Parties wish hereby to set forth and agree to the terms and procedures under which City may award, and Contractors may accept and perform, projects pursuant to RFP-25-001 ON-CALL UTILITY REPAIR SERVICES.

NOW THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the Parties hereby agree as follows:

1. **Term**: As set forth in RFP-25-001 ON-CALL UTILITY REPAIR SERVICES, the Term of this Agreement shall be for one (1) year from the date signed and may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement, provided that the funds for subject contract are available and approved annually by the City Council and that the Offeror has established a satisfactory record of performance.

Projects under this RFP shall be non-exclusive. Any extensions hereof shall be subject to the same terms and conditions set forth in RFP-25-001 ON-CALL UTILITY REPAIR SERVICES and this Agreement.

2. **Project Award**: City may, but is not required, to award one or more projects for general construction and improvements for city properties, as contemplated in RFP-25-001, to Contractor from time to time during the course of the Term. City's decision whether or not to award a project hereunder to contactor shall be discretionary, based upon City's determination of its best interest, which determination is absolute and not subject to challenge by Contractor.

3. **Contractor's Acceptance**: Contractor may, but is not required, to accept such project or projects awarded to Contractor under Paragraph 1. Contractor shall notify City in writing within 48 hours of receipt of the Award Notice of its acceptance or rejection of an awarded project. Failure to notify City within the time period specified shall be deemed a rejection.

4. **Project Commencement:** In the event that Contractor accepts an award of a project hereunder, Contractor shall commence work on the project upon acceptable time by both parties, provided that Contractor shall commence filing necessary permit applications within 24 hours of Contractor's acceptance. Once Contractor has commenced work on an awarded project, Contractor shall not have the right to withdraw and shall substantially complete the project within the project timeline specified in the Award Notice, unless Contractor's obligation to complete such pending project has been specifically released or extended by City in writing by a duly authorized representative of City. The work shall be considered substantially completed when the total amount of unfinished work is estimated at less than 5% and City shall determine substantial completion hereunder, by written certification of such by the Facilities Manager or the City Engineer for the City of Roswell, ("City Engineer"), as provided for hereunder.

5. **Project Performance**: Contractor shall perform all work on every project hereunder in a good and workman-like fashion, in substantial compliance in all respects with the plans and specifications, timeline, pricing, and all other project terms set forth in the Award Notice, and all instructions and directions provided by City. No act of the City, or its agents or employees or representatives, either in supervising or directing project work, or any extension of time for the completion of project

work, shall be regarded as an acceptance of such work or any part thereof, or of materials used therein, either wholly or in part. City shall determine substantial compliance hereunder solely by written certification of such by the City Engineer, as provided for hereunder.

6. **Subcontractors**: Contractor, as soon as practicable after the acceptance of a project, shall furnish to City in writing a list of the names of any subcontractors proposed for the project. Contractor shall not employ any subcontractor to whom City may have a reasonable objection. Contractor shall not be required to employ any subcontractor to whom he has a reasonable objection. Contracts between the Contractor and the subcontractor shall be in accordance with the terms of this Agreement and the Award Notice insofar as applicable.

7. **City Engineer's Certifications**: Upon receipt of written notice from the Contractor that the work is substantially complete and ready for inspection and acceptance, the City Engineer shall make an inspection of the project. If the City Engineer accepts Contractor's project work, he shall promptly issue a written certification over his own signature, stating that the project work provided for in this Award Notice has been substantially completed in substantial compliance with the plans and specifications ("Certification of Substantial Completion").

   If required in the Award Notice, the City Engineer shall make a final inspection of the project no later than 11 months after substantial completion of the work. If the City Engineer determines that the project has been fully completed in compliance with the terms of the Award Notice, he shall promptly issue a written certification over his own signature, stating that the project work provided for in this Award Notice has been finally completed ("Certification of Final Completion").

8. **Project Payment**: City shall pay Contractor pursuant to the price and payment schedule provided in the Award Notice. Final payment shall be made within thirty (30) days after date of issuance of the Certification of Substantial or Final Completion, as provided for in the Award Notice. Payments may be withheld on account of

   a. defective work not remedied;
   b. failure of the Contractor to make payments properly for labor, materials, or equipment, and Sub-Contractors
   c. damage to City or a third party;
   d. any other claims asserted or evidence which indicates probable assertion of claims against Contractor in relation to the project; or

e. unsatisfactory prosecution of the work by the Contractor.

In the event that City fails to make any payment due under the payment schedule without cause, City shall have the opportunity to cure any such omission within 14 days of notice by Contractor of such. Contractor shall submit to City a Final invoice for final payment. Contractor's Invoice/billing shall provide the following information:

a. Contractor's Name;
b. Contractor's Address and a phone number;
c. Purchase Order Number issued by City at time of project Award Notice;
d. Date of Invoice/ billing;
e. Location of project jobsite (address/ department name);
f. Project jobsite start date;
g. Final amount quoted and accepted by City;
h. The billed amount for New Mexico Gross Receipts Tax shall be stated on a separate line and at current rate at time of job completion,

9. **Contractor's Costs**: Contractor shall provide and pay for all labor, expertise, materials, freight/delivery equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of project work. Contractor shall bear the cost of all permits and licenses required to perform any project work.

10. **City's Right to Inspect and Supervise Work**: City, by and through the City Engineer or his designee, may make periodic visits to every project site to determine in general if project work is proceeding in accordance with the Award Notice's plans and specifications on the basis of on-site observations, the City Engineer or designee will keep City informed of the progress of the project work, and will endeavor to guard the City against defects and deficiencies in project work of Contractor. The City Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of project work, nor will City Engineer be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with project work.

City, by and through the City Engineer and/or other designee, may supervise and direct Contractor's project work and Contractor shall follow all instructions, directions and specifications of City in

the performance of project work, provided that supervision and direction by City shall conform to the project terms provided in the Award Notice. City will not be responsible, however, for the Contractor's failure to carry out project work in accordance with its obligations hereunder or pursuant to the plans and specifications of the Award Notice.

11. **City's Right to Direct Contractor Employees**: City's right to supervise and direct Contractor's project work shall include the right to direct Contractor's managerial and supervisory employees, and subcontractors, who shall faithfully and timely comply with all instructions of City concerning project work. In the event that City determines that any employee or subcontractor of Contractor has refused or neglected to obey City's instructions relating to project work; or are determined by City, in its discretion, to be otherwise incompetent, disorderly or unfaithful, Contractor shall, upon notice from City, at once discharge and not again employ such employee or subcontractor on any part of the project work, unless reinstated by the written consent of City.

12. **Implied Work**: Any work that is fairly implied by the plans and specifications of the Award Notice or this Agreement, as determined by the City Engineer, shall be completed by Contractor at no additional cost and within the project timeline set forth in the Award Notice, notwithstanding the failure of the Award Notice or this Agreement to explicitly state such work.

13. **Change Orders**: City may, whenever the City Engineer deems it necessary during the progress of a project, notify Contractor of any changes in project work ("Change Orders"), which shall automatically amend and become incorporated into the Award Notice, so long as such Change Order is within the scope of the plans and specifications of the Award Notice. Change Orders shall, if necessary, include any associated alteration of project pricing and/or timeline.

14. **Additional Work**: In the event, however, that City desires additional work beyond that contemplated by the Award Notice, City shall notify Contractor of such additional work in a supplemental notice of award ("Supplemental Award Notice"), which shall set forth the plans and specifications, timeline, pricing and payment schedule of the additional work. Contractor may accept or reject the additional work as otherwise provided for herein.

15. **Liquidated Damages for Delays**: The Parties acknowledge and agree that the failure of Contractor to adhere to project timelines, resulting in delay to substantial completion of a project, will cause damages to City, including, without limitation, additional engineering and inspection expenses,

which are significant but difficult to quantify. In the event that substantial completion of an awarded contract is delayed beyond project timelines established by City, as a result of any failure of Contractor, Contractor shall pay to City $5,000.00 per each day substantial completion is delayed beyond established project timelines. The Parties agree that sums payable in this Paragraph constitute liquidated damages and not penalties and are in addition to all other rights of City, under this Agreement or as otherwise provided by law.

16. **Compliance with Law**: The Contractor will be required to observe and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority applicable to Contractor's performance of project work, including, without limitation, those relating to worker health and safety, obstruction of the streets, runways, taxiways, maintaining signals, keeping open passageways and protecting the same where exposed. Contractor shall obtain all necessary permits and licenses relative to any project.

17. **Safety**: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with project work. It shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

    a. all employees and subcontractors on every project and other persons who may be affected thereby;
    b. all materials and equipment to be used and/or incorporated in the project; and
    c. any other property at the project site or elsewhere.

    Contractor shall bear all risk of loss to project work, materials or equipment due to fire, theft, vandalism, or other casualty or cause, until project work is substantially completed and accepted by City. All damage or loss to any property caused in whole or in part by the Contractor, or its employees, agents, representatives, or subcontractors shall be remedied by the Contractor.

18. **Insurance**: Without waiving or limiting Contractor's duty herein to indemnify City, Contractor shall purchase and maintain in full force and effect a $1,000,000.00 policy or policies of general public liability insurance in which City is named as an additional insured, covering against claims for injury, death or damage to person(s) or property arising from or relating to any and every project undertaken by Contractor.

19. **Bid Bond**: For any project, the price of which is $25,000.00 or greater, Contractor shall furnish to City, with its acceptance of the project, a Bid Bond in the amount of 5% of the total amount of the price of such project, which Bond shall be executed by Contractor as principal, with at least one Corporate Surety Company authorized to do business in the State of New Mexico, as Surety conditioned for the faithful commencement of the work in strict conformity with the plans and specifications, pricing and timeline set forth in the Award Notice. In addition, in the event that Contractor performs multiple projects pursuant to this Agreement and the combined prices of such projects paid by City to Contractor equals or exceeds $25,000.00, City may require Contractor secure a Bid Bond, as provided above, for any such additional projects cumulatively equaling or exceeding $25,000.00.

20. **Performance Bond**: For each and every project accepted and undertaken by Contractor, Contractor shall furnish to City a Performance Bond in the amount of 100% of the total amount of the project price, which Bond shall be executed by Contractor as principal, with at least one Corporate Surety Company authorized to do business in the State of New Mexico, as Surety conditioned for the faithful completion of the work in strict conformity with the plans and specifications, pricing and timeline set forth in the Award Notice.

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

22. **Prohibition on Liens**: Contractor agrees that it shall not assert rights to or claim a lien, or encumbrance of any type or kind, including any mechanic's or materialman's lien on any portion of the land, buildings, equipment, fixtures, or materials that constitute or form a part of the project, nor shall it permit or suffer any liens for labor, equipment or materials furnished to

    Contractor in relation to its performance of project work to encumber City's land, buildings, equipment, fixtures, or materials, and shall indemnify and hold harmless City against any such liens asserted by third parties. In addition, the Performance Bond provided for above shall be held and construed to cover all such third-party lien claims.

23. **Disputes:** The City Engineer shall be the initial interpreter of the requirements of this Agreement and the Award Notice and judge the acceptability of all project work thereunder.

Claims, disputes and other matters relating to the acceptability of project work or the interpretation of the requirements of this Agreement or the Award Notice pertaining to the performance and furnishing of project work, Change Orders, and project timelines will be referred initially to the City Engineer in writing with a request for a decision. Written notice of each such claim, dispute or other matter will be delivered by Contractor to the City Engineer promptly after the occurrence or event giving rise thereto. The City Engineer will render a decision in writing promptly after receipt of the submittal, allowing sufficient time for review of the matter. The City Engineer's decision on such claim, dispute or other matter will be final and binding upon Contractor.

24. **Deficiency Notices**: If at any time during the progress of an ongoing project, the City Engineer determines that:

    a. Contractor is failing to supply sufficient time, supplies, or manpower reasonably required by the project, or is otherwise failing to vigorously perform project work, such that there is a substantial possibility that the Contractor will not complete the project according to the applicable timeline;
    b. Contractor is neglecting to perform the work a good and workman-like fashion according to the plans and specifications of the Award Notice, instructions of City, and requirements of this Agreement; and/or
    c. Contractor is otherwise failing to perform any obligation or adhere to any covenant required hereunder or in the Award Notice;

    the City Engineer shall notify Contractor of such determination ("Deficiency Notice") and require Contractor to provide such additional resources or to make good such deficiencies, as the City Engineer may deem necessary. Contractor shall supply the additional resources or make good the deficiencies at no additional cost to City and shall provide the City Engineer with evidence of satisfactory compliance within IO business days of the Deficiency Notice. Satisfactory compliance shall be determined in good faith by the City Engineer.

25. **Force Majeure**: Notwithstanding the foregoing, in no event shall the Contractor be responsible or liable for any failure or delay in the performance of its obligations pursuant to City's specifications or timeline caused by any negligence or omission of City. Contractor shall further bear no responsibility or liability for delays arising out of or caused by forces beyond its control and not caused by the negligence or intentional conduct or misconduct of Contractor, including, without limitation, war, strike, fire, Act of God, earthquake, flood, lockout, embargo, governmental acts or

orders or restrictions, failure of suppliers, provided Contractor has exerted all reasonable efforts to avoid or remedy such force majeure.

In the event of a force majeure, Contractor shall notify City thereof within 10 days of its occurrence and request an extension of the applicable project timeline. Failure of Contractor to notify City of the occurrence of a force majeure shall subject Contractor to the liquidated damages specified above, notwithstanding this Paragraph.

26. **Default**: Failure of Contractor to complete any project accepted pursuant to the terms of this Agreement according to the plans and specifications, instructions, and timeline of City, to comply with any Deficiency Notice of the City Engineer, or to otherwise adhere to any obligation or covenant set forth in this Agreement, shall constitute a Default of this Agreement. In the event of Default by Contractor, City may, without prejudice to any other remedy City may have, make good deficiencies and may deduct the cost thereof from payments then or thereafter due the Contractor or, at City's option, may terminate this Agreement and suspend Contractor's work on the project, take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method City may deem expedient.

    If, in the event City opts to suspend Contractor's work and complete the project, the unpaid balance of payments owed Contractor for the project exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City. These rights and remedies are in addition to any right to damages or other rights and remedies allowed by law.

27. **Waiver**: Neither a failure nor a delay on the part of either City in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The rights, remedies and benefits of the City herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which either may have under this Agreement at law, in equity, by statute or otherwise.

28. **Termination**: This Agreement may be terminated at any time and without penalty, by either party by giving 60 days written notice, subject to any pending project on which work has commenced,

which project shall be completed according to the applicable project timeline and specifications, notwithstanding the right of termination hereunder, unless Contractor's obligation to complete such pending project has been specifically released by City in writing by a duly authorized representative of City.

City may suspend or annul any project commenced hereunder at any time, including by awarding the project to another contractor, with or without terminating this Agreement, when City determines such an action is in its best interest, which determination is absolute and not subject to contest by Contractor. In the event a project is annulled, Contractor shall be paid for all services satisfactorily completed, as determined by the City Engineer, within 30 days of annulment. In the event a project is temporarily suspended hereunder and later recommenced by Contractor, the project timeline shall be adjusted to account for such suspension.

29. **Indemnification**: Contractor hereby expressly agrees to identify and save harmless the City in all suits and actions of every nature and description brought against by or on account of any injuries or damages received or sustained by any parties through the negligence or carelessness of Contractor, of its employees or subcontractors, or by from acts of Contractor of its servants or agents or subcontractors in the performance of their duties in doing the work herein contracted or in consequence of any negligence in making said improvements or in any improper materials used in its construction or by or on account of any acts or omissions of Contractor, its servants or agents or subcontractors.

Notice: All notices, requests or other communications to the parties shall be given by Registered mail addressed as follows:

City of Roswell
Attn: Chad Cole
City Manager
P. O. Box 1838
Roswell, NM 88201

WHITE CLOUD PIPELINE CORP.
Attn Tonnie Patterson
President
P.O. Bo 2184
Roswell, NM, 88202

30. **Prohibition on Assignment**: Contractor shall not assign any of its rights or interest or delegate any of its any of its obligations under this Agreement without the prior written consent of City, which consent may be withheld in its sole and absolute discretion.

31. **Entire Agreement**: This Agreement embodies the entire agreement of the Parties with respect to the subject matters contained herein. This Agreement may be modified or amended or the provisions hereof waived only by a written instrument signed by the duly authorized representatives of the Parties.

32. **Severance Clause**: In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

33. **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.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, WHITE CLOUD PIPELINE CORP. and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on this 18 day of Sept., 2024, the Effective Date hereof.

"City"
City of Roswell

By: Chad Cole 9/17/24 Date
City Manager

"White Cloud ."
WHITE CLOUD PIPELINE CORP.

By: Tonnie Patterson 9-18-24 Date
President

City Seal:

Amalia Martinez Sept. 20, 2024
Amalia Martinez, City Clerk Date

Approved as to Form:

9-16-24
Hessel Yntema, City Attorney Date

White Cloud
PIPELINE CORP

QUOTATION

PO Box 2184
Roswell, NM 88202
575-622-5995 Fax 575-622-3167

NM License # 34206 Exp. 4/30/27
PW # 002269020110621 Exp. 6/21/26
EIN # 85-0398058

To: City of Roswell
Attn: Louis Najar / Lorenzo Sanchez
Re: Emergency Flood Repair – Kentucky Ave Aerial Crossing

Date: 10/24/24

Acknowledged: Type A Wages

Kentucky Ave Bridge Over Spring River – Replacement of Flood Damaged Aerial Pipe Crossing

Remove existing aerial steel casing and 6" water carrier pipe
Remove existing concrete piers for crossing pipe
Pothole and locate existing utilities within repair zone
Remove concrete sidewalk, curbing, and rock with mortar improvements within repair zone
Excavate repair zone to existing underground waterline tie in locations both sides of bridge
Modify as necessary to relocate concrete piers to gain distance between aerial crossing and bridge
Install concrete piers, per City drawing, for support of new steel casing and carrier pipes
Install 16" x .50" primed and painted steel casing pipe across piers with strapping and HDPE barriers
Install 16" x .50" primed and painted steel casing 45* turndowns each end to subgrade
Install fully restrained 6" C900 carrier pipe and appurtenances through casing to subgrade tie ins
Hand chlorination of carrier pipe, fittings, and tie ins
Backfill excavation zones with 1 ½ sack flowfill to base of surface improvements each side
Form and construct new concrete sidewalk and pads to match original design on south side
Install 1" minus gravel 4" deep over flowfill on north side
Clean and reinstall rock with mortar on south side of bridge – Flowfill void under undisturbed rock
Clean up and remove flood debris from river embankment and construction area within repair zone
Load construction and flood debris from site and transport to Roswell Municipal Landfill

Exclusions:

Construction Water – Provided by City
Traffic Control – Provided and established by City
ADA Special Device – Device provided by City (Bump strip at corner of Kentucky)
Bridge handrail removal and replacement by Others
Bonds (avail @ 1.75%) – Excess or special insurance
Permits / Survey / SWPPP
Density Testing / Pressure Testing / Bact Testing

Item #	Description	Unit	Qty	Unit Price	Total Price
1	Kentucky Aerial Crossing	Lump Sum	1	$ 86,750.00	$ 86,750.00
2	Landfill Tipping Fees	Ton	100	$ 50.00	$ 5,000.00
				SubTotal	$ 91,750.00
				NMGRT @ 7.8958%	$ 7,244.40
				Total	$ 98,994.40

Proudly Serving NM Since 1992

White Cloud
PIPELINE CORP

QUOTATION

PO Box 2184
Roswell, NM 88202
575-622-5995 Fax 575-622-3167

NM License # 34206 Exp. 4/30/27
PW # 002269020110621 Exp. 6/21/26
EIN # 85-0398058

To: City of Roswell
Attn: Louis Najar / Lorenzo Sanchez
Re: Emergency Flood Repair – US 285 Aerial Crossing

Date: 10/24/24

Acknowledged: Type A Wages

US 285 Bridge Over Spring River – Replacement of Flood Damaged Aerial Steel Water Pipe Crossing

Remove existing aerial 8" steel water carrier pipe
Remove existing concrete piers for crossing pipe
Pothole and locate existing utilities within repair zone
Remove concrete sidewalk, curbing, and decorative brick improvements within repair zone
Excavate repair zone to existing underground waterline tie in locations both sides of bridge
Install concrete piers, per City drawing, for support of new steel casing and carrier pipes
Install 18" x .50" primed and painted steel casing pipe across piers with strapping and HDPE barriers
Install 18" x .50" primed and painted steel casing 45* turndowns each end to subgrade
Install fully restrained 8" C900 carrier pipe and appurtenances through casing to subgrade tie ins
Hand chlorination of carrier pipe, fittings, and tie ins
Backfill excavation zones with 1 ½ sack flowfill to base of surface improvements each side
Form and construct new concrete sidewalk and curbing to match original design on both sides
Clean and replace brick to match original design on north side of bridge
Modify, repair and secure existing square tube metal fence on both sides in specified repair zone
Remove and replace decorative gravel between bridge curb and concrete pads on north side
Clean up and remove flood debris from river embankment and construction area within repair zone
Load construction and flood debris from site and transport to Roswell Municipal Landfill

Exclusions:

Construction Water – Provided by City
Traffic Control – Provided and established by City (WCP to perform daily maintenance)
Bonds (avail @ 1.75%) – Excess or special insurance
Permits / Survey / SWPPP
Density Testing / Pressure Testing / Bact Testing

Item #	Description	Unit	Qty	Unit Price	Total Price
1	US 285 Aerial Crossing	Lump Sum	1	$ 115,012.00	$ 115,012.00
2	Landfill Tipping Fees	Ton	100	$ 50.00	$ 5,000.00
				SubTotal	$ 120,012.00
				NMGRT @ 7.8958%	$ 9,475.91
				Total	$ 129,487.91

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White Cloud
PIPELINE CORP

QUOTATION

PO Box 2184
Roswell, NM 88202
575-622-5995 Fax 575-622-3167

NM License # 34206 Exp. 4/30/27
PW # 002269020110621 Exp. 6/21/26
EIN # 85-0398058

To: City of Roswell
Attn: Louis Najar / Lorenzo Sanchez
Re: Emergency Flood Repair – Kentucky Ave Aerial Crossing

Date: 10/24/24

Acknowledged: Type A Wages

Kentucky Ave Bridge Over Spring River – Replacement of Flood Damaged Aerial Pipe Crossing

Remove existing aerial steel casing and 6" water carrier pipe
Remove existing concrete piers for crossing pipe
Pothole and locate existing utilities within repair zone
Remove concrete sidewalk, curbing, and rock with mortar improvements within repair zone
Excavate repair zone to existing underground waterline tie in locations both sides of bridge
Modify as necessary to relocate concrete piers to gain distance between aerial crossing and bridge
Install concrete piers, per City drawing, for support of new steel casing and carrier pipes
Install 16" x .50" primed and painted steel casing pipe across piers with strapping and HDPE barriers
Install 16" x .50" primed and painted steel casing 45* turndowns each end to subgrade
Install fully restrained 6" C900 carrier pipe and appurtenances through casing to subgrade tie ins
Hand chlorination of carrier pipe, fittings, and tie ins
Backfill excavation zones with 1 ½ sack flowfill to base of surface improvements each side
Form and construct new concrete sidewalk and pads to match original design on south side
Install 1" minus gravel 4" deep over flowfill on north side
Clean and reinstall rock with mortar on south side of bridge – Flowfill void under undisturbed rock
Clean up and remove flood debris from river embankment and construction area within repair zone
Load construction and flood debris from site and transport to Roswell Municipal Landfill

Exclusions:

Construction Water – Provided by City
Traffic Control – Provided and established by City
ADA Special Device – Device provided by City (Bump strip at corner of Kentucky)
Bridge handrail removal and replacement by Others
Bonds (avail @ 1.75%) – Excess or special insurance
Permits / Survey / SWPPP
Density Testing / Pressure Testing / Bact Testing

Item #	Description	Unit	Qty	Unit Price	Total Price
1	Kentucky Aerial Crossing	Lump Sum	1	$ 86,750.00	$ 86,750.00
2	Landfill Tipping Fees	Ton	100	$ 50.00	$ 5,000.00
				SubTotal	$ 91,750.00
				NMGRT @ 7.8958%	$ 7,244.40
				Total	$ 98,994.40

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White Cloud
PIPELINE CORP

QUOTATION

PO Box 2184
Roswell, NM 88202
575-622-5995 Fax 575-622-3167

NM License # 34206 Exp. 4/30/27
PW # 002269020110621 Exp. 6/21/26
EIN # 85-0398058

To: City of Roswell
Attn: Louis Najar / Lorenzo Sanchez
Re: Emergency Flood Repair – Lea Ave Aerial Crossing

Date: 11/1/24

Acknowledged: Type A Wages

Lea Ave Bridge Over Spring River – Repair of Flood Damaged Aerial Pipe Crossing

Pothole and locate existing utilities within repair zone
Excavate repair zone to existing underground waterline tie in locations both sides of bridge
Remove damaged portion of existing 6" HDPE carrier pipe
Install 6" 45* DI MJ fittings with 6" C900 pipe from existing 6" HDPE carrier pipe to tie ins both sides
Repair existing concrete pier anchor points with chemical anchor material both sides
Replace anchor bolts on existing concrete piers both sides
Reattach existing chain strapping on existing 12" steel casing pipe
Install 12" x .250" primed and painted steel casing 45* turndowns on existing casing to subgrade both sides
Hand chlorination of carrier pipe, fittings, and tie ins
Backfill excavation zones with 1 ½ sack flowfill to base of surface improvements both sides
Install 1" minus gravel 4" deep over flowfill both sides
Remove construction debris from site and transport for disposal – No disposal fees

Exclusions:

Construction Water – Provided by City
Traffic Control – Provided and established by City
Bonds (avail @ 1.75%) – Excess or special insurance
Permits / Survey / SWPPP
Density Testing / Pressure Testing / Bact Testing

Item #	Description	Unit	Qty	Unit Price	Total Price
1	Lea Ave Aerial Crossing	Lump Sum	1	$ 37,870.00	$ 37,870.00
				NMGRT @ 7.8958%	$ 2,990.14
				Total	$ 40,860.14

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ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 11.
Meeting Date: 02/13/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of license agreement, or agreement substantially similar to that presented, between Reno Air Racing Association (RARA) and City of Roswell (COR). (Corn/Yntema)

BACKGROUND:
Initiated by: Administration

Last year, the City and RARA entered into a memorandum (MOU) regarding ROW hosting RARA NCAR events. This license agreement fills in the gaps of and effectuates the binding portions of that MOU.

FINANCIAL CONSIDERATION
The proposed Ordinance creates no new financial obligations for the City. The City gains significant new revenue from the agreement.

LEGAL REVIEW:
Co-drafted by the City Attorney.

BOARD AND COMMITTEE ACTION:
Legal Committee refered to Finance at their meeting on January 30, 2025. Voice vote 5-0. Finance Committee recommended approval 5-0 at their meeting on 2/6/25.

STAFF RECOMMENDATION:
Approve license agreement, or agreement substantially similar to that presented, between Reno Air Racing Association (RARA) and City of Roswell (COR).

Attachments

MOU

NATIONAL CHAMPIONSHIP AIR RACES
EVENT LICENSE AND SPONSORSHIP AGREEMENT

THIS EVENT LICENSE AND SPONSORSHIP AGREEMENT (this "Agreement") is between the CITY OF ROSWELL, a political subdivision of the State of New Mexico (the "City"), and RENO AIR RACING ASSOCIATION, INC., a Nevada non-profit corporation ("RARA") and is effective as of January __, 2025 (the "Effective Date").

WHEREAS, RARA is nonprofit organization dedicated to promoting and advancing interest, participation and safety in competitive, recreational and specialty aviation and the benefits stemming from education concerning the history of aviation;

WHEREAS, the City owns and operates the Roswell Air Center ("RAC") in the City of Roswell, Chaves County, New Mexico, and the City is authorized to enter into agreements for the use of airport premises and facilities;

WHEREAS, RARA has staged the National Championship Air Races ("NCAR") annually since 1964. and has conducted its Pylon Racing Seminar ("PRS") annually since 1999. NCAR and PRS implicate social and economic considerations of importance to the local community, including benefits to tourism in general, benefits to local charitable organizations, benefits to taxpayers from NCAR revenues, benefits stemming from technological advances in aviation that flow from NCAR, and benefits stemming from education concerning the history of aviation;

WHEREAS, in 2023, RARA issued a request for proposals to host the NCAR. Recognizing the tremendous economic, tourism, and charitable benefits to community, the City submitted a proposal and was selected by RARA to be the new host for the NCAR and the PRS (collectively, the "Events");

WHEREAS, the successful operation of the Events will require assistance and support from the City, including law enforcement, emergency services, compliance with FAA and TSA requirements, and infrastructure and facility improvements to prepare the ROW for the Event. The parties acknowledge the challenge of attracting and maintaining RARA's current fan base and so recognize that capital investments made to bring the Events to the City will be under the ownership of the City of Roswell or RAC and have been and will be funded in the future by the State of New Mexico and other non-RAC municipal funds with no expectation of reimbursement beyond the economic benefits gained from future attendance and the fees provided herein;

WHEREAS, The City Council has determined that hosting the Events will further the interests of the City and promote the general welfare of local businesses, charitable organizations, and residents of Chaves County. The City, annual appropriations consistent with the restrictions of the §§ 6-6-11 through 6-6-13 to 6-6-18 NMSA 1978 (The "Bateman Act") intends to support the Events using proceeds of the tax imposed under §§ 3-38-13 through 3-38-25 NMSA 1978 and Ordinance 20-05 (the "Lodger's Tax") and to bring of the Events to the City by providing or procuring the support described in this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, RARA and the City agree as follows:

ARTICLE 1
DEFINITIONS; INTERPRETATION

The terms defined in this Article 1 shall have the below-referenced meanings when used in this Agreement.

1.01 "Airport" means the Roswell Air Center owned and operated by the City, including all real property and easements, improvements and appurtenances thereto, structures, buildings, fixtures, machinery and other tangible personal property or interest in any of the foregoing, now or hereafter owned or operated by the City.

1.02 "Airport Director" means the Director of the Airport.

1.03 "Airside Facilities" means, for the Events only, nonexclusive improved and unimproved property utilized for ingress, egress and other uses, as so designated by the City, including aircraft ramp, taxiways, aviation or other easements, runways and taxiways, runway and taxiway lights, other appurtenances related to the aeronautical use of the Airport, and all land associated with the FAA-approved race course.

1.04 "Effective Date" has the meaning set forth in the Preamble.

1.05 "Eligible Expenses" means costs or expenses incurred for any purpose authorized in § 3-38-21 NMSA 1978, including but not limited to (i) establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping, furnishing or acquiring property for tourist-related facilities, attractions or transportation systems of the City; (ii) providing police and fire protection and sanitation service for tourist-related facilities, attractions and events in the City; and (iii) advertising, publicizing and promoting tourist-related facilities and attractions and tourist-related events.

1.06 "Events" has the meaning set forth in the recitals, National Championship Air Races ("NCAR"), and Pylon Racing Seminar ("PRS")

1.07 "Event Period" has the meaning set forth in Section 2.03.

1.09 "FAA" means the United States Department of Transportation, Federal Aviation Administration, and its successors in function, if any.

1.10 "Landside Facilities" means the areas and facilities at and around the Airport designated for use during an Event pursuant to Section 5.01, excluding Airside Facilities.

1.11 "License" means and refers to the license granted pursuant Section 2.01.

1.12 "Lodger's Tax" has the meaning set forth in the recitals.

1.13 "Premises" means the portions of the Airport designated for the staging, operating and conducting of the Events pursuant to Article 5, and includes the Landside Facilities and Airside Facilities.

1.14 "PRS" has the meaning set forth in the recitals.

1.15 "RARA" has the meaning set forth in the Preamble.

1.16 "RARA Marks" means any trademark, trade name, service mark, design, logo, or domain name now or hereafter owned by RARA.

1.17 "Term" has the meaning set forth in Section 3.02.

1.18 "TSA" means the Transportation Security Administration of the United States Department of Homeland Security, Transportation Security Administration, and its successor(s) in function, if any.

1.19 "Waiver Application" means an FAA Application for Certificate of Waiver or Authorization to use the Airport for an Event.

1.20 "Waiver Certificate" has the meaning set forth in Section 2.02.

1.21 "Waiver Periods" has the meaning set forth in Section 2.03.

ARTICLE 2
GRANT OF LICENSE; ACTIVITY PERIODS

2.01 License. Upon and subject to the terms and conditions of this Agreement, the City hereby grants to RARA a license (the "License") to stage, operate and conduct the Events upon the Premises during the Waiver Periods, and to conduct preparation and clean-up of the Premises during the Event Period. In connection with the License, RARA may perform any activities reasonably necessary for the safe and successful conduct of the Events.

2.02 FAA Waivers. RARA will prepare and submit a Waiver Application to the FAA for each Event and will provide copies of the executed Certificates of Waiver issued by the FAA ("Waiver Certificates") and any related FAA approval documents upon the City's request. RARA shall obtain FAA approval for all phases of the Events covered by the Waiver Certificates and shall take all steps required by the FAA with regard to any aspect of the Events.

2.03 Activity Periods. The Events will start and end at the times and dates set out in the Waiver Certificates obtained from the FAA for each Event (the "Waiver Periods"). During each year of the Term, RARA may use the Premises for a period of time commencing thirty (30) days before the Waiver Period for PRS begins and continuing for fourteen (14) days after the Waiver Period for NCAR ends (the "Event Period") for the purposes of Event preparation and repair, and clean-up of the Premises as required by this Agreement. Each waiver period shall not exceed sixteen (16) days.

2.04 Surrender. Not later than fourteen (14) days after the Event Period, RARA will, and will cause its officers, directors, employees, agents, contractors, vendors, invitees, licensees and concessionaires, to peaceably and quietly leave and surrender the Premises in as good a condition as when RARA began its activities during the Event Period, reasonable wear and tear excepted.

ARTICLE 3
TERM

3.01 Initial Term. This Agreement shall have an initial term commencing on the Effective Date and expiring on the fifth (5^{th}) anniversary thereof (the "Initial Term"), unless terminated earlier or extended, in each case, pursuant to the terms and conditions hereof.

3.02 Extension of Term. The Agreement will automatically renew up to five consecutive five-year periods (each, an "Extension Term" and, collectively with the Initial Term, the "Term") for a maximum Term of thirty (30) years; provided that no Event of Default has occurred and is continuing at the time the Initial Term or applicable Extension Term expires.

3.03 Early Termination. Following the first three (3) years of the Initial Term, RARA shall have the right and option to terminate this Agreement if RARA reasonably determines that the Events have been unprofitable for three consecutive years or perceives, in conjunction with Roswell, that it is not economically sustainable..

3.04 Effect of Early Termination. If RARA terminates this Agreement pursuant to Section 3.03, this Agreement shall terminate with respect to all future rights and obligations of performance hereunder by the parties (except for the rights and obligations herein that expressly are to survive termination hereof). Termination pursuant to Section 3.03 shall not alter the then-existing claims, if any, of either party for breaches of this Agreement occurring prior to such termination, and the obligations of the parties with respect thereto shall survive termination. Notwithstanding any provision of this Agreement to the contrary and for the avoidance of doubt, RARA shall have no liability whatsoever to the City or any other person or entity for any capital investments or other expenditures made in connection with the Events.

ARTICLE 4
PLANNING AND COORDINATION

4.01 Party Representatives.

(a) The City hereby designates [NAME] to be the representative of the City ("City Representative"), and shall have the right, from time to time, to change the individual or individuals who are the City Representative by giving at least ten (10) days' prior written notice to RARA thereof. Any written approval, decision, confirmation or determination of the City Representative shall be binding on the City except in those instances in which this Agreement specifically provides for the approval, decision, confirmation or determination of the City Council.

(b) RARA hereby designates Frederick Telling, CEO, and Tony Logoteta, President to be the representatives of RARA ("RARA Representative"), and shall have the

right, from time to time, to change the individual or individuals who are the RARA Representative by giving at least ten (10) days' prior written notice to City thereof. Any written approval, decision, confirmation or determination of the RARA Representative shall be binding on the RARA; provided, however, that notwithstanding anything in this Agreement to the contrary, the RARA Representative shall not have any right to modify, amend or terminate this Agreement.

(c) If there is more than one individual serving as the representative of a party, the written approval, decision, confirmation or determination of any one of such individuals shall be sufficient to bind that party.

4.02 Event Operations Planning. At least sixty (60) days before an Event, RARA will deliver to the City reasonably detailed initial operations plans for that Event addressing the below subjects:

(a) Emergency operations planning and response including, but not limited to, (i) crowd ingress, egress and circulation plans for both emergency and daily operations; and (ii) first aid facility locations plan;

(b) Facility Use Plan including, but not limited to, (i) security of airfield and all Premises, including night-time security; (ii) temporary facilities and fencing detail and description of use; (iii) vehicle and aircraft parking and circulation plan; (iv) sanitary facilities location plan; vendor and exhibitor temporary premises location plan;

(c) RV parking location plan; and

(d) Any other subjects for which the City reasonably requests a plan during the Term of this Agreement.

4.03 Cooperation. RARA will cooperate with, and will cause its officers, directors, employees, agents, contractors, vendors, invitees, licensees and concessionaires, to cooperate with City officials, agents, and employees in all matters pertaining to the Events including, but not limited to, the above subjects; and will comply with, and cause its officers, directors, employees, agents, contractors, vendors, invitees, licensees and concessionaires to comply with all reasonable directives, instructions, recommendations or requests of City officials, agents and employees in relation thereto. The cooperation referenced in this Section includes efforts to attend meetings with the City at dates and times agreed upon by the attendees of such meetings.

4.04 Sponsorship Agreements. Subject to final appropriations by the City Council, the City shall negotiate in good faith with RARA to provide a sponsorship agreement for each year of the Initial Term, pursuant to which: (i) the City shall fund up to three hundred thousand dollars ($300,000) per year in Eligible Expenses for the Events, subject to the limitations in § 3-38-15 NMSA 1978; and (ii) RARA shall provide the City equitable treatment and the rights and benefits provided to the largest sponsor of the Events (excluding any exclusive rights granted to the title sponsor and the presenting sponsors). The funding when considered each year will be increased by the latest 12-month percentage change in CPI-U, (Consumer Price Index-U, and U.S. City Average) rounded up to the nearest $1.00.

If the sponsorship funding is inadequate to cover the cost of the City Services, the parties will cooperate in good faith to determine a mutually acceptable resolution.

4.05 Lodger's Tax. On or before July 1 of each year of the Term, the parties shall meet at a mutually convenient place and time, and at each such meeting shall discuss and reasonably determine: (i) the types of City Services anticipated to be required for each Event and the estimated Cost-to-City associated therewith; (ii) the amount of Lodger's Tax proceeds collected by the City during the previous fiscal year and deposited in the Lodger's Tax Ordinance Fund; (iii) the amount of Lodger's Tax proceeds restricted to marketing pursuant to § 3-38-15 NMSA 1978; and (iv) the specific City Services to be prioritized and procured with the Lodger's Tax.

4.06 Marketing and Promotion. RARA hereby grants the City, and the City hereby accepts, a non-exclusive, non-transferrable, non-sublicensable right and license to use the RARA Marks during the Term in the City's advertising, marketing, and promotional materials in all formats and media, including on its website, mobile apps, and social marketing pages on third-party websites and mobile apps, to identify and promote its association with and its status as the host of the Events. The City shall submit examples of all proposes uses of the RARA Marks to RARA for written approval. The license granted pursuant to this Section shall automatically terminate upon the expiration or earlier termination of this Agreement.

4.07 Press Releases. RARA will provide the City a copy of any press release or statement related to the Event.

4.08 Other City Support. During the Initial Term, subject to federal and state funding, the City commits to seek all necessary funding for the expansion of its passenger terminal in anticipation of increased demand of commercial service for the Events.

ARTICLE 5
PREMISES

5.01 Designation Process. At least sixty (60) days before each Event, the City and RARA will determine the areas in, on, at and about the Airport to be designated for staging, operating and conducting such Event, including Landside Facilities and Airside Facilities; provided, however, that the final determination of the Premises designated for each Event is subject to the City's approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Once the City and RARA have determined and designated the areas to include in the Premises for an Event, the parties shall execute an instrument reflecting said Premises, and such instrument shall be binding upon the parties and deemed incorporated into this Agreement.

5.02 Required Areas. In determining the areas to include in the Premises, the parties agree that approximately 84 acres shall be designated for grandstands and other spectators areas; spaces reserved for vendors, sponsors, concessionaires, and exhibitors; medical and emergency staging areas; aircraft displays and temporary aircraft storage; and any other areas and facilities RARA reasonably determines to be necessary or appropriate for successful conduct of the Events.

5.03 Building Space.

(a) For 2025, the City will provide sufficient office and building space during the Events, as required by RARA, at the same rental rates charged to other Airport users. If RARA only needs a portion of a building, rent shall be reduced proportionally.

(b) The City will make all reasonable efforts to facilitate the use of the Chalet and several other hangar spaces under lease with the local FBO or other tenants, including hangars 1531 and 1532.

5.04 Airside Facilities. The FAA-approved racecourse design shall govern and control the areas and facilities designated as Airside Facilities for the purposes of this Agreement. The City shall assist RARA in obtaining all necessary landowner/occupier approvals, consents, or other rights required for any Airside Facilities on non-municipal property.

5.05 Parking. The City shall provide RARA and its officers, directors, employees, agents, contractors, vendors, invitees, licensees, concessionaires, patrons, and guests with access to, and use of, parking spaces on Airport parking facilities and, to the extent necessary, in RARA's reasonable discretion, off-Airport parking facilities sufficient to accommodate Event attendees.

5.06 Other Airport Tenants and Users. In addition to the Premises, RARA may arrange directly with Airport tenants for the use of any space leased by those tenants and required for an Event. RARA may not impede the rights granted to Airport tenants by the City unless a safety issue with respect to the Event is involved. RARA will promptly provide the Airport Director with a written explanation of any situation requiring the impediment of tenant rights, including the name of the tenant, the type of impediment, and a detailed explanation of the safety issue. RARA will ensure that the right of access to and from any tenant's leased space is accommodated in its control of access to the Premises.

5.07 University Property. The City will make all reasonable efforts to facilitate the use of PBS affiliate KENM free of charge at Eastern New Mexico University-Roswell ("University") and use of the University facilities for conference areas, classrooms for safety briefings, and coordination for use of cafeteria services.

ARTICLE 6
FEES AND CHARGES

6.01 License Fee. In consideration of the License, RARA agrees to pay the City a fee of up to fifty thousand dollars ($50,000.00) per year (the "License Fee"). Except as provided in Section 6.02, the License Fee shall be paid by RARA to the City within thirty (30) days after the Event Period each year of the Term. Each year thereafter, the license fee will be increased by the latest 12-month percentage change in CPI-U, (Consumer Price Index-U, and U.S. City Average) rounded up to the nearest $1.00.

.

6.02 Parking Fees. RARA shall have the right to establish (and thereafter change from time to time) the parking fees charged for the use of all parking facilities during the Events, to permit

volunteers and other persons reasonably necessary for operation of the event to use the parking facilities free of charge during the Event Period. RARA shall receive and collect all revenue generated from the sale of parking spaces at the parking facilities designated for the Events. RARA shall share the parking revenues generated from the sale of any parking spaces exempt from the Lodger's Tax and consistent with FAA regulations, as follows:

(a) One dollar ($1.00) for each regular parking space;

(b) Five dollars ($5.00) for each RV parking space without connections for water and electricity; and

(c) Ten dollars ($10.00) for each RV parking space with connections for water and electricity.

(d) Each year, the above will be increased by the latest 12-month percentage change in CPI-U, (Consumer Price Index-U, and U.S. City Average), rounded up to the nearest $0.01.

6.03 Reimbursement of Cost-to-City. RARA shall pay or reimburse the City for any and all actual operational or pass-through costs, but excluding fixed costs, to host the Events ("Cost-to-City"). Cost-to-City shall include the incremental increase in the cost of utilities over the average cost of utilities on non-Event days and the cost of other services the City provides or procures for the Events pursuant to this Agreement. For City Services, Cost-to-City includes only the incremental cost to provide those services (e.g., staffing in excess of normal requirements and overtime pay). Cost-to-City shall exclude Eligible Expenses paid by or with Lodger's Tax appropriations. Any reimbursement for Cost-to-City shall be promptly paid by RARA within thirty (30) days after receiving an invoice from the City.

ARTICLE 7
OPERATIONAL REQUIREMENTS

7.01 RARA Responsibilities. Except for any City Services provided pursuant to Section 7.02, RARA shall manage and coordinate all aspects of the Events on and off the Premises.

7.02 City Services. City shall directly provide or procure the following services for each Event (collectively, the "City Services"):

(a) The City shall provide or procure services from government agencies responsible for public safety in connection with each Event, including support and coordination for transport and traffic management operations. Such services are in addition to any private security provided by RARA.

(b) The City shall provide auxiliary fire protection and emergency medical services for the Events. Such services are in addition to Fast Response Operational Safety Team (FROST) or equivalent fire services that shall be provided by RARA at its expense.

(c) The City will make available roll-off dumpsters as reasonably required for the Events. RARA shall be responsible for depositing refuse at each roll-off dumpster and for payment of all tipping fees associated with each roll-off.

7.03 Race Aircraft Parking. If hangar space is not available for all required race aircraft parking for the Events, the City and RARA shall split the cost of any temporary tents needed to provide a minimum of 40,000 square feet of covered parking for race aircraft.

7.04 On-Site Representation. RARA will designate a representative with authority to act on RARA's behalf who will remain on-site at the Premises after each day of the Event to ensure that any additional work identified by the Airport Director as a result of the Event is promptly performed by or on behalf of RARA. RARA will ensure that the FAA air traffic control tower has such representative's correct mobile phone number so that the FAA air traffic control manager may contact such representative from time to time.

7.05 Event Fees. RARA may charge a registration fee to participants and an admission fee to the public who desire to enter the Premises to observe the NCAR. Notwithstanding the foregoing, RARA shall not interfere with City employees required to work on the Airport as certified by the City; on-site employees of businesses on the Airport and conducting business on the Airport; and persons demonstrating a valid requirement to have access onto the Airport; provided, however, that such persons may be restricted by RARA to those areas necessary to their Airport activity.

7.06 Participant Waivers. RARA will cause the following persons to execute a waiver with respect to the Event: aircraft owners, aircraft pilots, any individual working on aircraft and/or in the pit area at the Airport. The waiver will include an express waiver of all liability by such person as against the City and its officers, employees and agents.

7.07 Regulatory Compliance.

(a) RARA shall, at no cost to the City, comply with, and shall cause its officers, directors, employees, agents, contractors, vendors, licensees and concessionaires, to comply with, all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions, requirements and guidelines of all federal, state, city, local and other governmental authorities that have jurisdiction over RARA's operations, now or hereafter in effect, applicable to the Events, the Premises, the Airport, and adjoining common areas and public rights-of-way as to the manner of use and the condition of the Premises during the Event.

(b) RARA shall: (a) obtain and maintain in effect at all times, at its sole cost and expense, any and all licenses, certificates and permits required for staging, operating and conducting the Events and its use and occupancy and operation of the Premises; and (b) obtain and pay for any licenses, permits and other operating, use or safety certifications required by federal, state and local regulatory agencies for its use, operations and activities and associated operations on the Premises. RARA shall provide the City with copies of any and all such licenses, permits and other documentation evidencing compliance herewith upon request and as otherwise required under this Agreement.

(c) RARA will conduct the Event in a safe manner, consistent with the operation of aircraft engaged in similar events that are approved by the FAA and consistent with the Waiver Certificate issued for the Event. RARA will ensure that only authorized individuals are permitted into areas where aircraft are operating.

7.08 Requirements for Concessionaires and Exhibitors. RARA may temporarily authorize use of the Premises by commercial concessionaires and exhibitors for the sale and/or display of prepared food, beverage, merchandise and for the rental of parking spaces provided:

(a) All commercial concessionaires and exhibitors have a written agreement with RARA to operate during the Event;

(b) RARA provides a list of all commercial concessionaires and exhibitors to the City prior to the commencement of the Event; and

(c) RARA ensures that all of the commercial concessionaires and exhibitors have secured all licenses and permits required for their activity and that they have in place adequate commercial general, automobile and product liability insurance, as may be applicable, with the City, and its officials, agents, and employees included as additional insureds.

7.09 Signage. RARA may, upon the City's prior written approval, which will not be unreasonably withheld, erect or permit the erection of temporary directional and/or advertising signs (i) upon the Premises, or (ii) upon other areas of the Airport for which RARA has received approval of the tenant or licensee of such other area.

7.10 Additional Requirements. In addition to the foregoing requirements, RARA will:

(a) Provide sufficient personnel to give traffic and parking direction to provide crowd control and to ensure the safety of the public and property; and

(b) Restrict the airside use of temporary living quarters (e.g. tents, campers, trailers, etc.) to that area(s) of the Airport designated for such personnel.

ARTICLE 8
FACILITY IMPROVEMENTS AND MAINTENANCE

8.01 City Work. The City shall, at its sole cost and expense, directly provide, construct, or procure and retain title to the following:

(a) Pylons. On or before April 15, 2025, the City shall construct and install the racecourse pylons to RARA's standard specifications at locations determined by RARA. Emergency Landing Strips. On or before September 1, 2025, the City shall engineer and develop additional emergency landing strip(s) at or around the Airport at locations determined by RARA, in accordance with RARA and FAA standards. Additionally, the City shall secure approval to use existing landing strips at or around the Roswell Correctional Center and shall prepare the same for use as additional emergency landing strips.

(b) Apron Staging Area. On or before September 1, 2025, the City shall construct or cause to be constructed and paint an Apron Staging Area for RARA activities between Taxiway C and Taxiway J, approximately 3,600 feet long and 100 feet wide, as depicted on **Exhibit B** (the "Apron Staging Area"). The Apron Staging Area will be treated using asphalt rated to withstand a minimum of 60,000 pounds

(c) Tie Downs. On or before May 1, 2025, the City shall install approximately seventy (70) tie downs to be used with steel cabling for race aircraft parking during the Events. The final number and locations shall be determined by RARA.

(d) Tent Anchors. On or before May 1, 2025, the City shall install approximately 60 anchors to be used to secure tent structures during event. RARA shall have the right to install additional anchors or stakes as may be necessary to accommodate larger tent structures.

(e) Bleachers. In coordination with RARA, the City shall procure, construct, and maintain bleachers to seat approximately 10,000 individuals.

(f) Clearing and Paving. On or before September 1, 2025, the City will fully clear designated areas of dirt and vegetation on the ramp and prepare additional surface treatment as required for the public areas of the Events, including but not limited to areas designated for vendors, exhibitors, temporary seating, aircraft displays and pit parking. The City may treat portions of the public areas with chip seal to limit costs, provided that a slurry seal is added the following year. The pedestrian entrance walkway may be treated using lower-rated asphalt.

(g) Grading. The City shall flatten the shooting range berm.

8.02 Non-Interference. The City shall not allow any construction at or around the Airport that would interfere with RARA's ability to conduct or operate the Events. More generally, the City will consult with RARA in relation to any planned public works or private development which may have an impact (whether in terms cost or feasibility) on the conduct of the Events. The City will consult with RARA on adjustments to minimize cost increases and disruption to Events.

8.03 Maintenance and Repair. Except as provided in Section 8.04, RARA shall be responsible for all maintenance and repair of the Premises during the Event Period, and the City will not be responsible therefore. RARA will ensure that the Premises are kept in a good, safe, clean and orderly condition. Such maintenance and repair shall be performed with due diligence and in a good and workmanlike manner to the satisfaction of the City. Without limiting the foregoing, RARA will:

(a) Perform, or cause to be performed, custodial services on a daily basis during the Event Period for the Event; such services will include the daily removal of debris resulting from the Event from the Premises and the Airport. At the end of the Waiver Period, RARA will remove, or caused to be removed, from the Airport all trash, rubbish, waste and debris resulting from the Event. If, in the discretion of the City, the custodial services are insufficient, the City may, after giving notification to RARA, initiate clean-up of the Airport and bill RARA pursuant to Section 6.04. An inspection of the Premises and

common areas before and after the Event shall be conducted by the City and RARA together so both parties are apprised of the conditions of the Premises;

(b) Immediately repair or cause to be repaired, to the satisfaction of the City, any damage to operating surfaces of the Airport if such damage would be a danger to aircraft operations. On or before the end of the Event Period for the Event, RARA will repair or cause to be repaired, to the satisfaction of the City, any other damage resulting from the Event to the Premises. If, in the discretion of the City, the repairs are insufficient, City may, after giving notification to RARA, initiate clean-up of the Airport and bill RARA pursuant to Section 6.04;

(c) Repair, or cause to be repaired, any damage or to remove any contamination to the Premises or the Airport caused by, resulting from, arising out of or otherwise in connection with the Event. If RARA fails to repair such damage, or if, in the discretion of City the repairs are insufficient, the City may, after giving notification to RARA, make such repairs, or have them made on its behalf, and charge RARA pursuant to Section 6.04; and

(d) RARA will ensure that all oil cans, fuel barrels, drums and the like, the use of which is caused by, results from, arises out of, or is in relation to or in connection or conjunction with the Event. RARA will remove or cause to be removed from the Premises and the Airport all such items immediately upon the conclusion of the Event.

(e) RARA and the City will jointly install and maintain temporary fencing with mutual agreement between RARA and the City.

8.04 City's Maintenance Responsibilities. The City shall be responsible for all costs and expenses in connection with the installation, maintenance, repair or replacement of the racecourse pylons, the grandstands, the Apron Staging Area, all improved surfaces at or around the Airport, and any other capital improvements constructed or procured by the City. Excluding utilities normally provided by Xcel and New Mexico Gas Company, the City shall maintain all equipment required to provide adequate utilities at such times and in such amounts as shall be reasonably necessary for the use of the Premises for the Events.

ARTICLE 9
INSURANCE

9.01 Insurance Requirements. RARA, as the named insured, shall secure and provide the forms of insurance set forth in this Article 9. All policies and certificates shall contain a provision that written notice of cancellation or of any material change in said policy by the insurer shall be delivered to the City no less than thirty (30) days in advance of each Event. If any such coverage is cancelled or materially changed, RARA shall within fifteen (15) days after the date of such written notice of such cancellation or change file with the City, a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. All policies of insurance provided for herein shall be primary coverage for all claims arising from the use, occupancy and operation of the Premises and from the conduct of the Events governed by this Agreement. If RARA fails to deliver evidence of insurance to the City as provided

above, the City may at its sole discretion immediately terminate the License for the applicable year and all rights and privileges granted herein are revoked.

RARA shall maintain all insurance hereunder with insurance underwriters authorized to do business in the State of New Mexico with an AM rating of A or better and who are satisfactory to the City and its insurance carrier(s). All policies, primary, excess and/or umbrella, shall name, and certificates shall show by separate endorsement, that policies name the City, its officers, employees and agents as additional insureds. RARA and its insurer or insurance agent shall provide the City copies of the complete policies, including declarations, additional insured endorsements and complete excess and/or umbrella policies from the insurance carriers showing all insurance required hereunder to be in full force and effect during the entire duration of the Events or shall deposit with City certified copies of said policies.

9.02 Aviation General Liability Insurance. At least thirty (30) days prior to the Events, RARA shall, as a condition precedent to the commencement of operations, secure and provide to City a certificate of insurance as evidence of the following coverages:

(a) Aviation General Liability Insurance coverage provided on standard forms for Bodily Injury and Property Damage Liability with a minimum limit of one hundred million dollars ($100,000,000) combined single limit per occurrence which shall include, but not be limited to, the following extensions:

(i) Premises and operations;

(ii) Contractual, including coverage for assumption of liability set forth in this Agreement;

(iii) Liability while operating mobile equipment on Airport property;

(iv) Products and completed operations;

(v) Independent Contractors;

(vi) Personal injury/advertising injury liability of Twenty-Five Million and 00/100 Dollars ($25,000,000.00).

(vii) Cross liability and severability of interest coverage for each of the Additional Insureds who shall have the same protection as would have been available had the policy been issued individually to each of them, except that this fact shall not in any event increase any insurers' total liability beyond the limits as set forth in the policies.

(b) Breach of warranty coverage with respect to the interests of the Additional Insured, the insurance afforded shall not be invalidated by any act or neglect of the Named Insured whether or not such act or neglect is a breach or violation of any warranties, declarations, or conditions of the policies.

(c) Automobile liability coverage for hired autos, scheduled autos, and non-owned autos with a combined single limit of One Million and 00/100 Dollars ($1,000,000.00) for each accident.

(d) Workers' compensation as required by the State of New Mexico and Employers' Liability in the amount of one million dollars ($1,000,000) per accident, one million dollars ($1,000,000) per employee, and one million dollars ($1,000,000) disease policy limit.

(e) All insurance policies required to be carried by RARA pursuant to this Agreement shall be primary and without right of contribution from any other insurance as may be carried by the City or any other Additional Insured. All policies shall provide that the insurers waive their rights of subrogation, set-off, counterclaim or other deduction, whether by attachment or otherwise as against the City and its successors and assigns or any other Additional Insureds to the same extent as RARA has waived such rights and that the City or any other Additional Insureds shall not be responsible for any premiums, assessments, warranties, representations, commissions, or calls in connection with such insurances provided by the policies required hereunder.

(f) The certificates of insurance must contain the following in the Description of Operations narrative section of the certificates of insurance as follows: "Such insurance as is afforded under the policies applies to the Liability assumed by the Named Insured under contract, specifically Article 9 and Article 10, of the National Championship Air Races Event License and Operating Agreement dated _____, 2025."

(g) All insurance policies required to be carried by RARA pursuant to this Agreement must reference and expressly incorporate the indemnification requirements of this Agreement and must clearly state that the insurance will cover all expenses incurred by the City arising out of the Events, i.e. RARA's insurance policy, primary and excess, must provide coverage for the City to the same extent as provided to RARA and shall provide coverage to the City as an additional insured for all of RARA's duties and obligations pursuant to Article 10 of the Agreement.

(h) At each license renewal period, RARA and Roswell will jointly reassess any possible increase in the amount of insurance necessary to continue operation of the Events.

9.03 Adjustment of Claims. RARA shall provide for the prompt and efficient handling of all claims arising out of the activities of RARA under this Agreement.

ARTICLE 10
INDEMNIFICATION

10.01 Indemnification. RARA shall be and remain responsible for its acts and omissions, and the City shall in no way be responsible therefore. RARA shall indemnify and hold harmless the City, and its elected and appointed officials, employees and agents ("City Personnel") for any losses, liabilities, costs, charges, judgments, claims, damages, fees, attorney's fees, penalties, fines

and expenses ("Losses") involving any third-party claim arising directly or indirectly, from the events or in connection with or alleged to arise out of or any way incidental to any of the following:

(a) any breach by RARA of any covenant or obligation of RARA in this Agreement;

(b) any claim by any person for Losses in connection with the violation by RARA of any applicable law, rule, or regulation;

(c) liens by third parties against the City or any City Indemnified Parties, or any of their property, because of labor, services, or materials furnished to RARA in connection with the events; or

(d) the negligence or willful act or omission of RARA or its officers, directors, employees, agents, contractors, vendors, invitees, licensees and concessionaires.

These claims, demands, and the like shall include, but not be limited to, payment of legal expenses incurred by the City, including attorney fees, in defending against or paying or settling any such claim and/or the like. The City may, in its sole discretion, select counsel of it choosing to represent and defend it in any such matter.

Notwithstanding the foregoing, this Section 10.01 does not require RARA to indemnify or defend the City or any City Personnel for Losses resulting from willful misconduct of City Personnel.

RARA's obligation to indemnify the City set forth in this Section shall survive the expiration or termination of this License

10.02 Indemnification Coverage. The indemnification provided in this Agreement shall not be limited by insurance requirements. No act of the City including, but not limited to, any action, direction, instruction recommendation or request of the City pursuant to this Agreement, shall constitute nor be deemed, construed or interpreted as an assumption of duty by the City to RARA. The minimum insurance requirements prescribed herein shall not limit or define the obligations of RARA hereunder.

10.03 Notice of Claim. RARA shall immediately give the City written notice of any claim, fine, demand or the like which in any way affects or might affect the City, and may compromise and/or defend against that claim or the like to the extent of its interest therein.

ARTICLE 11
HAZARDOUS MATERIALS

11.01 Environmental Laws; Hazardous Materials Handling.

(a) RARA shall comply with all applicable laws including, but not limited to, the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and Resource Conservation and Recovery Act (RECRA), the laws of the State of New Mexico and local ordinances governing environmental matters including, but not

limited to, the transportation and storage of hazardous materials, substances and wastes, as might now or hereafter be defined by such laws.

(b) RARA shall not improperly use, store or dispose of on the Premises, neighboring property or any other property in the City any petroleum product, or any other material or substance now or hereafter classified as a listed waste, hazardous or toxic under any federal, state or local law. Notwithstanding, the presence of certain materials, which might be necessary to support RARA's operations, located within the proper receptacles of any motor vehicle or in other proper containers correctly stored on the Premises or other approved locations at Airport, shall not be a violation of this Section.

(c) Only persons who meet the City's requirements and comply with applicable laws will be allowed to conduct business on the Premises or elsewhere at the Airport to receive hazardous articles or materials for shipping or storage. RARA, its agents, employees, invitees, and licensees shall handle such articles or materials compliant with 40 C.F.R. Part 260 - 279, parts and materials handling directives, company manuals or a combination of the above, as applicable.

(d) To the extent required by law, RARA shall develop and submit to the City a Spill Prevention Control and Countermeasure program (SPCC), or other similar programs as required by the New Mexico Environment Department for the duration of the Term of this. RARA shall maintain written procedures for handling and disposing of petroleum products and hazardous and toxic materials and wastes if such materials are handled by RARA. RARA shall make such written procedures, if any are so required, available for the City's review upon request.

11.02 Hazardous Materials Indemnification. If applicable materials are handled by RARA, RARA shall keep, save, protect, release, defend at the option of the City, indemnify and hold the City, its officers, agents and employees harmless from any and all claims, damages, suits, costs, expenses, liability, fines, demands and causes of action or proceedings of any kind or nature whatsoever including, but not limited to, reasonable costs and attorney fees, incurred by the City in connection with the defense or any claim, demand or cause of action asserted by any third party arising out of or resulting from any hazardous, toxic or petroleum substance, material or waste which is brought on, deposited or stored on or removed from the Premises or elsewhere at the Airport during the Term of this Agreement or arising out of any contamination of the Premises, neighboring property or any other City property resulting from and/or by any such hazardous, toxic or petroleum substance, material or waste now or hereafter defined or classified as a listed waste, hazardous or toxic under applicable federal, state or local law during RARA's use thereof, including, but not limited to, toxic, hazardous or petroleum products, unless caused solely by the act or omission of the City. Upon receiving notice of any such claim, demand or cause of action, RARA shall, at its cost, immediately investigate and, if necessary, cure or commence to cure, by taking all action prescribed by applicable federal, state and local laws relating to the toxic, hazardous or petroleum substance, material or waste including, but not limited to, the proper removal, disposal and cleanup thereof. RARA's obligation to indemnify the City under this Section shall survive the expiration or termination of this Agreement.

11.03 Notice of Action. RARA shall immediately notify the City in writing of: (a) any environmental enforcement, clean-up, removal or other action proposed, instituted or completed pursuant to any federal, state or local law; (b) any claim made by any person against RARA for damages, contribution or cost recovery resulting from or claimed to result from the presence of a hazardous material; (c) any occurrence which might give rise to or result in such a claim; and/or (d) reports to any regulatory agency arising out of or in connection with the delivery to, storage on or removal from the Premises of any hazardous material including, but not limited to, any complaint, notice, warning or alleged violation in connection therewith. RARA shall provide the City with copies of all non-privileged documentation relating to the foregoing.

ARTICLE 12
DEFAULT AND TERMINATION

12.01 Events of Default. In addition to other events of default provided in other provisions of this Agreement, each of the following will constitute an event of default entitling City to exercise the remedies listed below:

(a) Failure to make any payment when due and RARA's continuing failure to make such payment for more than thirty (30) days following the City's delivery of written notice of such failure to RARA; or

(b) The filing by RARA of a voluntary petition in bankruptcy or the institution of proceedings in bankruptcy against RARA or the adjudication of RARA as a bankrupt pursuant to such involuntary bankruptcy proceedings; the appointment of a receiver of RARA's assets which results in a liquidation of RARA's business; or the general assignment of this Agreement by RARA for the benefit of creditors; or

(c) Permission or sufferance by RARA of any unauthorized use of the Premises, or of the Airport, and RARA's failure to cure such unauthorized use within thirty (30) days following City's delivery of written notice of such default to RARA; or

(d) Any other default or breach of any term, covenant or condition of this Agreement and RARA's failure to remedy the default or breach for a period of more than thirty (30) days (unless expressly set forth otherwise in this Agreement) following the City's delivery of written notice of said default or breach to RARA, except in the event the breach is of a nature which cannot be cured within the thirty (30) day period, RARA may be granted additional time to cure by the City if RARA commences the cure and continues in good faith to cure the breach during such extended cure period.

12.02 City's Remedies. In the event of default of this Agreement by RARA, the City may terminate RARA's right to the use of the Premises by any lawful means. In such case, this Agreement will terminate upon thirty (30) days' written notice to RARA.

12.03 Termination by City. Notwithstanding any provision to the contrary, the City may terminate this Agreement upon ninety (90) days' written notice to RARA upon occurrence of any of the following events:

(a) The lawful assumption by the United States Government or the State of New Mexico, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial portion thereof, that in the City's judgment, substantially restricts RARA's business for a period of at least ninety (90) days; or

(b) The issuance of a court of competent jurisdiction of a permanent injunction, which prevents or restrains the use of the Airport, or any part thereof, for Airport purposes where the prevention or restraint of such use, in the judgment of City, substantially restricts City's use of the Airport for airport purposes or substantially restricts RARA's business; or

(c) The existence or operation of any rule, regulation, sponsor assurance, or order of the FAA, or TSA directly or indirectly, requiring the discontinuance or, in City's judgment, substantial reduction of the use of the Airport for RARA's use and occupancy by RARA of the Premises as described herein.

(d) The default by RARA in the performance of any covenant or obligation required to be performed by RARA and the failure of RARA to remedy such default for a period of one-hundred eighty (180) days after receipt of written notice to remedy same; provided, however, if the nature of the default is such that it cannot be cured within one-hundred eighty (180) days and RARA commences the cure of default within said one-hundred eighty -day period and diligently pursues such efforts to completion, RARA shall not be deemed in default hereunder. Notwithstanding the foregoing, no notice of termination, as provided herein, shall be effective if RARA shall have remedied the default prior to receipt of the City's notice of termination.

(e) Permission or sufferance by RARA of any unauthorized use of the Premises, or of the Airport, and RARA's failure to cure such unauthorized use within five (5) days following Authority's delivery of written notice of such default to RARA.

(f) If the conduct of the Events ceases or fails to occur for any reason within RARA's control.

12.04 Termination by RARA. Notwithstanding any provision to the contrary, RARA may terminate this Agreement by giving the City ninety (90) days' prior written notice, upon or after the happening of any one of the following events:

(a) The inability of RARA to use the Airport, or any of the Premises, facilities, rights, licenses, services or privileges granted to RARA hereunder because of fire, explosion, earthquake, other casualty, or act of the public enemy, provided that the same is not caused by negligence, unlawful acts or failure to act on the part of RARA.

(b) Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof for airport purposes, and the remaining in force of such injunction for a period of at least ninety (90) days.

(c) The default by the City in the performance of any covenant or obligation required to be performed by City and the failure of City to remedy such default for a period

of one-hundred eighty (180) days after receipt of written notice to remedy same; provided, however, if the nature of the default is such that it cannot be cured within one-hundred eighty (180) days and the City commences the cure of default within said one-hundred eighty -day period and diligently pursues such efforts to completion, the City shall not be deemed in default hereunder. Notwithstanding the foregoing, no notice of termination, as provided herein, shall be effective if the City shall have remedied the default prior to receipt of RARA's notice of termination.

(d) If RARA is prevented from conducting the Events due to circumstances beyond its control, including but not limited to RARA's inability to purchase insurance for the Events, or restrictions placed on the Events by the FAA, TSA or other governing body which make the conduct of the Events operationally or financially not feasible.

ARTICLE 13
FAA PROVISIONS AND AIRPORT REGULATIONS

13.01 Mandatory FAA Provisions. The following provisions are mandatory FAA provisions pursuant to "Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors" issued by the FAA dated September 15, 2023, as amended. As such, neither the language nor their inclusion may be changed.

(a) General Civil Rights Provisions. RARA and its transferee(s) agree to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If RARA transfers its obligation to another, the transferee is obligated in the same manner as RARA. The above provision obligates RARA for the period during which the property is owned, used or possessed by RARA and the Airport remains obligated to the Federal Aviation Administration.

(b) Compliance with Nondiscrimination Requirements. During the performance of this Agreement, RARA, for itself, its assignees, and successors in interest agrees as follows:

(i) Compliance with Regulations: RARA (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(ii) Non-discrimination: RARA, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

RARA will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

(iii) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by RARA for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by RARA of RARA's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(iv) Information and Reports: RARA will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of RARA is in the exclusive possession of another who fails or refuses to furnish the information, RARA will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(v) Sanctions for Noncompliance: In the event of RARA's noncompliance with the non- discrimination provisions of this contract, the City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

(A) Withholding payments to RARA under the Agreement until RARA complies; and/or

(B) Cancelling, terminating, or suspending a Agreement, in whole or in part.

6. Incorporation of Provisions: RARA will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. RARA will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if RARA becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, RARA may request the City to enter into any litigation to protect the interests of the City. In addition, RARA may request the United States to enter into the litigation to protect the interests of the United States.

(c) Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, RARA, for itself, its assignees, and successors in interests (hereinafter referred to as "RARA") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

(ii) 49 CFR part 21 (Non-discrimination In Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);

(iii) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(iv) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

(v) The Age Discrimination Act of 1975, as amended, (42 U.S.C § 6101 et seq.), (prohibits discrimination on the basis of age);

(vi) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

(vii) The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

(viii) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

(ix) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

(x) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies,

and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

(xi) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

(xii) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

13.02 FAA Discretionary Language Clauses**.** The following provisions must be included in this Agreement but may use different language from that required by the FAA provided the intent of the required clauses is met.

(a) Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. RARA must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. RARA retains full responsibility to monitor its compliance and their contractor's or subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). RARA must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.

13.03 Airport Regulations**.**

(a) Operation as a Public Airport. RARA acknowledges that City is required to operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by the City to the United States Government under the Airport and Airway Improvement Act of 1982, as the same may be amended from time to time.

(b) Airport Landing Area Development or Improvement. The City reserves the right to further develop or improve all areas with consideration to RARA of designation of operational areas of the Airport.

(c) Maintenance of the Airport. City shall maintain and keep in repair all areas of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of RARA in this regard.

(d) Right of Flight. City reserves unto itself, its successors and assigns, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace. This right of flight shall include the right to cause in said airspace such noise, vibrations, fumes, dust, air movement and other similar phenomena as may be inherent in the operation of any aircraft now known or hereafter used for navigation or flight through the said

airspace for landing at, taking off from or operating on the Airport and with coordination and full compliance with Waiver Activities.

(e) No Exclusive Right. It is understood and agreed that nothing contained in this Agreement shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a), as the same may be amended from time to time.

(f) RARA Leases and Covenants. RARA, for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree to the following, as a covenant running with the Premises:

> Subordination of Agreement. This Agreement and all provisions set forth herein are and shall be subject and subordinate to the terms and conditions of any instruments and documents under which City acquired the land or improvements thereto, of which the Premises are a part, and shall be given only such effect as will not conflict with or be inconsistent with such terms and conditions. It is further understood and agreed by RARA that this Agreement shall be subordinate to the provisions and requirements of any existing or future contract between City and the United States of America, or any of its agencies, relative to the development, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Notwithstanding anything above to the contrary, RARA expressly reserves any and all legal rights, claims or causes of action which it may have arising out of any actions by any such superior interest holders which amounts to a condemnation or constructive eviction.

(g) Height Restriction. RARA will neither erect nor permit the erection of any structure or object, nor permit the growth of any tree, on the Premises above the mean sea level elevation applicable to the most critical area of the Airport in accordance with Part 77 of the Federal Aviation Regulations (14 C.F.R. Part 77). In the event the aforesaid covenant is breached, City reserves the right to enter upon the Premises and to remove the offending structure or object or cut the offending tree, all of which shall be at the sole expense of RARA.

(h) Federal Review. This license is subject to any applicable review by the FAA or any federal agency having regulatory authority, to determine satisfactory compliance with federal law, and this Agreement shall be in full force and effect and binding upon both parties pending such review and approval by the FAA or other federal regulatory agency, as applicable; provided, however, that upon such review, all parties hereto agree to modify any of the terms hereof which may be determined to be in violation of or contrary to existing laws, regulations or other requirements. It is anticipated that changes will come from regulatory agencies having jurisdiction over the Airport or City in the form of regulatory changes. City shall provide RARA with copies of all Notices of Proposed Rule Making issued by such agencies that directly affect the Premises; provided however, City's failure to provide said copies shall not be an City default under this Agreement.

(i) Federal Right to Reclaim. In the event a United States agency shall demand and take over the entire facilities of the Airport, or any portion of the Airport containing any or all of the Premises, for public purposes, then and in that event City, to the extent City has not, in the free exercise of City's discretion, initiated or consented to such taking, shall be released and fully discharged from any and all liability hereunder; provided, however that RARA expressly reserves any and all legal rights, claims and causes of action which it may have against the United States of America or any agency thereof arising out of or resulting from the reclamation of the Premises and the taking of any of RARA's improvements and furniture, fixtures & equipment located thereon.

ARTICLE 14
GENERAL PROVISIONS

14.01 Rights Cumulative. It is understood and agreed that the rights and remedies of City and RARA specified in this Agreement are not intended to be and shall not be exclusive of one another or exclusive of any rights or remedies as may be available at law or in equity to either of the parties hereto, and each party will have the right to pursue any one or all of such rights and remedies.

14.02 Notice. All notices required to be given shall be made in writing and addressed to the other party at its address set forth below (or to such other address that the receiving party may designate from time to time in accordance with this Section). All notices required to be given shall be by personal delivery, nationally recognized overnight courier (with all fees prepaid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the notice has complied with the requirements of this Section.

If to the City:	City of Roswell 425 N Richardson Roswell, New Mexico 88201 Attention: [TITLE] Email: [EMAIL]
If to RARA:	Reno Air Racing Association, Inc. 5301 Longley Lane Suite D153/154 Reno, Nevada 89511 Attention: CEO/President Email: [EMAIL]

Either party may change its address, email, or facsimile number for notices and other communications hereunder by notice to the other party.

14.03 Non-Liability of Agents or Employees. No individual who is an officer, director, executive, agent or employee of the City or RARA shall be charged or held contractually liable by or to the other party under the provisions of or in connection with this Agreement, because of any breach hereof or because of its or their execution or attempted execution hereof.

14.04 National Emergency. This Agreement and all the provisions hereof will be subject to whatever right the United States Government now has, or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States Government during time of war or national emergency.

14.05 Severability. If any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either City or RARA in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

14.06 Other Contracts. Except as specifically set out in this Agreement, the terms and provisions of this Agreement shall in no way affect or impair the terms, obligations or conditions of any other agreement between RARA and City.

14.07 Governing Law. This Agreement, its interpretation and performance, the relationship between the parties, and any disputes arising from or relating to any of the foregoing, shall be governed, construed, interpreted, and regulated under the laws of New Mexico, without regard to principles of conflict of laws.

14.08 Interpretation. The following rules of interpretation apply to this Agreement: (i) the definitions apply equally to the singular and plural forms of the terms defined; (ii) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation;" (iii) the word "will" shall be construed to have the same meaning and effect as the word "shall;" (iv) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision of this Agreement; and (v) all references to "days" means calendar days unless specifically modified to be "business" days, and all references to "years" means calendar years.

14.09 Venue; Jurisdiction. The parties each hereby irrevocably agree that any legal action or other proceeding relating to this Agreement which may be brought by one party against the other party in a court of law shall be commenced and prosecuted in the Fifth Judicial District in Chaves County, New Mexico, and each party further irrevocably consents to the jurisdiction of such courts, which shall be the exclusive and only proper forum for adjudicating such a claim.

14.10 Headings. The headings in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

14.11 Waivers. Failure of either party to complain of any act or omission on the part of the other party shall not be deemed a waiver by the noncomplaining party of any of its rights under this Agreement. No waiver by either party at any time, express or implied, of any breach of any provisions of this Agreement shall be a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision.

14.12 Relationship of Parties. The relationship created by this Agreement is one of licensor and licensee, and **not** one of landlord and tenant, principal and agent, partners, joint ventures, owner and contractor, or any other similar relationship, and the City and RARA agree that nothing in this Agreement shall be construed by either of them as creating such a relationship. It is the intention of the parties that this Agreement is solely for the purpose of allowing RARA the use of certain designated facilities of the Airport for the purpose of staging, operating and conducting the Event, and related activities necessary and incidental thereto. For all purposes of this Agreement, RARA is and shall be deemed to be, with respect to the City, an independent party responsible for its own actions, obligations, duties and responsibilities.

14.13 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the City and RARA, and their respective successors and assigns.

14.14 No Third-Party Beneficiary. This Agreement is intended solely for the benefit of the City and RARA. No right of any alleged third-party beneficiary, whether express or implied, is created hereby, nor shall any third party claim hereunder against the City or RARA.

14.15 Signature Authority. Each individual signing this instrument, for or on behalf of a legal entity party hereto, represents, warrants, assures and guarantees to each other such individual, and to each other such legal entity, that he or she is duly authorized and has legal power and/or authority so to sign.

14.16 Entire Agreement. This Agreement, together with all exhibits attached hereto, and any document incorporated herein by reference, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all other representations or statements heretofore made, verbal or written, are merged herein.

14.17 Amendment. This Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

[*remainder of page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date and year first written above.

RARA:	**CITY:**
RENO AIR RACING ASSOCIATION, INC., a Nevada non-profit corporation	**CITY OF ROSWELL**, a municipal corporation and political subdivision of the State of New Mexico
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Consent Items 12.

Regular City Council Meeting
Meeting Date: 02/13/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Authorization for ratification of the expenditure of $179,216.33, over $60,000.00, to procure engineering services from Molzen Corbin for the NCAR triangle site survey. (Corn/Thompson)

BACKGROUND:
Initiated by: Jenna Lanfor

A budget adjustment for $179,216.33 was approved by the city council on January 9, 2025, to utilize State Appropriations grant 22-G2773 for funding the drainage survey Task Order from Molzen Corbin.

FINANCIAL CONSIDERATION:
Funding Source - Capital Appropriation 22-G2773 Awarded amount $4,950,000

LEGAL REVIEW:
Sent to the city attorney for review via email 1/10/2025.

BOARD AND COMMITTEE ACTION:
Legal Committee referred to the Finance Committee at their meeting on January 30, 2025. Voice vote 5-0. Finance Committee recommended approval 5-0 at their meeting on 2/6/25.

STAFF RECOMMENDATION:
Procced as presented

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Consent Items 13.

Regular City Council Meeting
Meeting Date: 02/13/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Authorization for ratification of the expenditure of $186,050.93, over $60,000.00, to procure engineering services from Molzen Corbin for a terminal improvement design. (Corn/Thompson)

BACKGROUND:
Initiated by: Jenna Lanfor

A budget adjustment for $186,050.93 was approved by the city council on January 9, 2025, to utilize State Appropriations grant 23-H2930 for funding the terminal improvement design; main men and women's bathrooms, east side entrance men and women's restrooms, and standby generator from Molzen Corbin.

FINANCIAL CONSIDERATION:
Funding Source - Capital Appropriation Grant 23-H2930 Awarded amount $1,980,000

LEGAL REVIEW:
Sent to the city attorney for review via email on 1/20/2025.

BOARD AND COMMITTEE ACTION:
Legal Committee referred to the Finance Committee at their meeting on January 30, 2025. Voice vote 5-0. Finance Committee recommended approval 5-0 at their meeting on 2/6/25.

STAFF RECOMMENDATION:
Approval of authorization for ratification of the expenditure of $186,050.93, over $60,000.00, to procure engineering services from Molzen Corbin for a terminal improvement design.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 14.
Meeting Date: 02/13/2025
COMMITTEE: N/A
CONTACT: N/A **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Resolution 25-04 Weeds - Adoption of Resolution 25-04 the Resolution shall mandate the cleanup of approximately three (3) separate properties within the City. (Heldenbrand/Franco)

BACKGROUND:
Initiated by: Toby Franco

At present, no more efficient means are available to enforce the requirements that property within the City limits be kept clean and orderly. Citation of property owners requires they be present in Roswell. Even the citations do not provide for the actual clean up and cannot give the City the right to file a lien for the cleanup expense. This procedure is cumbersome, but should result in resolution of some more severe situations.

FINANCIAL CONSIDERATION
Adoption of the resolution will probably cause a number of people to voluntarily clean up their property. Most of the balance will be cleaned up by the City at a cost ranging from $30 to $500 for each property, and liens will be filed and later foreclosed. A few people may appeal the resolution to Council and a hearing will have to be provided to hear their appeals. Overall, the resolution should affect rapid cleanup of this season's weeds and other debris, followed by an extended collection period.

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

BOARD AND COMMITTEE ACTION:
No action required.

STAFF RECOMMENDATION:
Consider approval of Resolution 25-04.

Attachments

ATT 1 Resolution 25-04 Weeds
ATT 2 Resolution 25-04 Weeds

CITY OF ROSWELL
RESOLUTION 25-04

A RESOLUTION REQUIRING THE REMOVAL OF CERTAIN RUBBISH, WEEDS, WRECKAGE OR DEBRIS; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL AND DECLARING CERTAIN PROPERTY TO BE SO COVERED WITH RUBBISH, WEEDS, WRECKAGE OR DEBRIS AS TO CONSTITUTE A PUBLIC NUISANCE PREJUDICIAL TO HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, the City Council of the City of Roswell, New Mexico, finds that the premises listed in Exhibit A attached hereto and purportedly owned of record, or occupied by the parties named, have accumulated rubbish, weeds, wreckage or debris so as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law;

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

1. The premises set forth in Exhibit A are declared to be so covered with rubbish, weeds, wreckage or debris as to constitute a menace to the public comfort, health, safety and general welfare within the purview of Article 3-18-5 NMSA 1978.

2. The owners, occupants or agents in charge of said premises are hereby ordered to remove such accumulated rubbish, weeds, wreckage or debris within ten (10) days of the receipt of notice by certified mail or from the date of publication of this resolution. In the event such removal is not commenced or written objection filed with the City Clerk within ten (10) days after service of a copy of this resolution, then the City Manager is authorized and directed to cause such accumulated rubbish, weeds, wreckage or debris to be removed at the sole cost and expense of the owner, or other parties having an interest in the properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel of land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens.

3. In the event the owner or other person aggrieved shall file a protest within the time provided, the City Council shall thereafter fix a date for hearing. At the hearing, the protestant shall be entitled to be heard in person, by agent or attorney and the City Council shall consider evidence whether or not its previous action shall be enforced or rescinded; if it shall be determined that the removal order should be enforced.

4. Persons aggrieved by the determination of the City Council have a right to appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within five (5) days after the day of issuance of such order or decision, together with a petition for court review duly filed with the Clerk of the Court within twenty (20) days of the date of issuance of the order or decision complained of.

ADOPTED, SIGNED AND APPROVED 13th day of February 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

1009 PURDUE DR MESA PARK 4 Block 15 Lot 5 HUDDLESTON, REBECCA A 1207 E ALAMEDA ST ROSWELL, NM 88203	304 TWIN DIAMOND RD TIERRA BERRENDA 4 Block 3 Lot 11 S 16 T 10S R 24E SWART, GREGORY L 304 TWIN DIAMOND RD ROSWELL, NM 88201
612 TWIN DIAMOND RD TIERRA BERRENDA 4 Block 4 Lot 34 S 16 T 10S R 24E WALTRIP, JUSTON 308 OAKWOOD DR ROSWELL, NM 88201	

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 15.
Meeting Date: 02/13/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Resolution 25-05 Condemnations - adoption of Resolution 25-05 the Resolution shall require the removal or demolition of four (4) dilapidated structures. (Heldenbrand/Franco)

BACKGROUND:
Initiated by: Toby Franco

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

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

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

BOARD AND COMMITTEE ACTION:
The Public Safety Committee on January 14, 2025 meeting recommended this be sent to Legal Committee. The Legal Committee recommended (5-0) approval at their meeting on January 30, 2025.

STAFF RECOMMENDATION:
Consider approval of Resolution 25-05.

Attachments

ATT 1 Resolution 25-05 Condemnations
ATT 2 Resolution 25-05 Condemnations

CITY OF ROSWELL
RESOLUTION 25-05

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

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

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

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

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

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

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

ADOPTED, SIGNED AND APPROVED 13th day of February 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

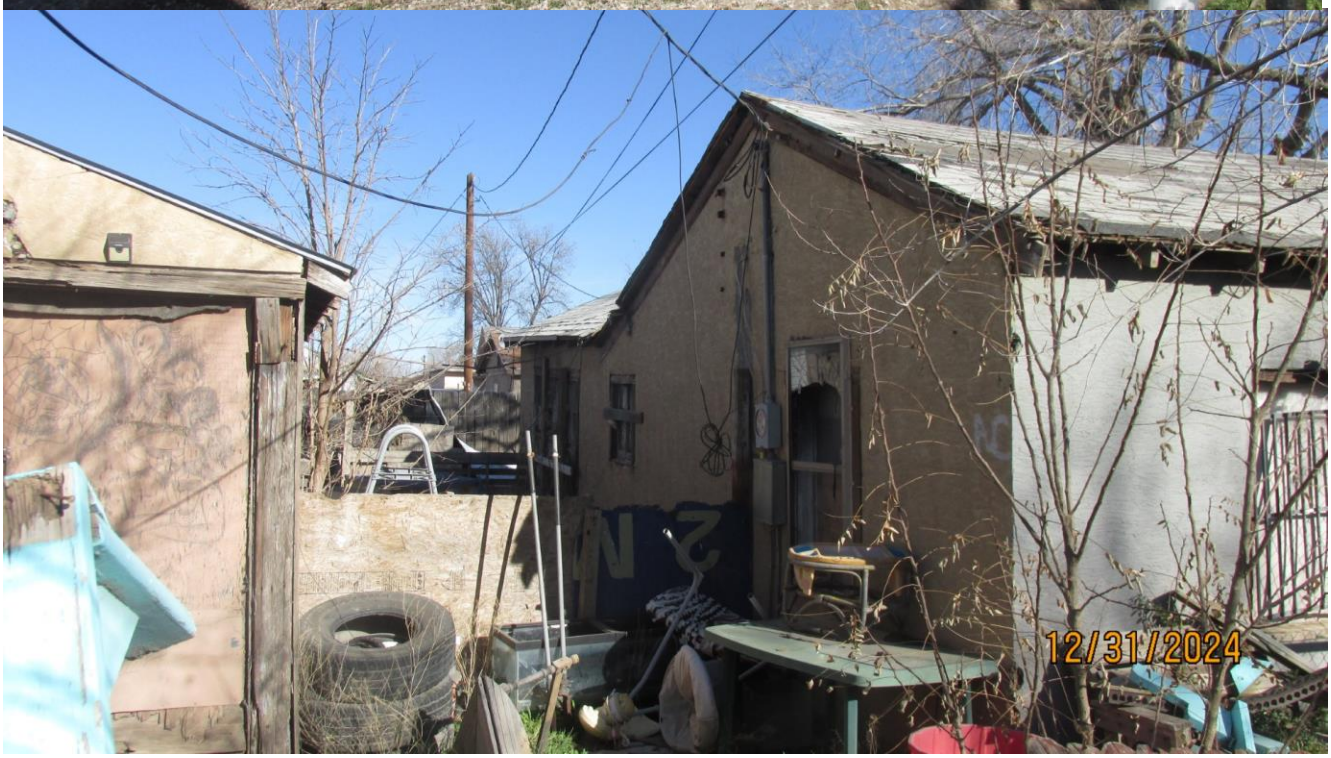
ATTEST:

_____
Amalia Martinez, City Clerk

Location	Condition	Name
606 N GARDEN AVE #1/2 BELLE PLAIN Lot 56 S 60' W 74' E 134' S 33 T 10S R 24E	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	ARTHUR J CONTRERAS 606 N GARDEN AVE #1/2 ROSWELL, NM 88201
1311 1/2 N MONTANA AVE Legal Summary Tract 2 S 32 T 10S R 24E NW4 NW4 E 267.12' W 417.12' S 127' N 367'	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	BOUTREAUX, ANGELIQUE C; KNIGHT, KHAI; KNIGHT, ALICIA DAWN 1311 1/2 N MONTANA AVE ROSWELL, NM 88201
2311 N SHARTELLE AVE Legal Summary MBL HOME TITLE: 94861MHB SERIAL: HK683C YEAR: 1969 MAKE: HILLCREST SIZE: 12 X 50 MH COLOR: WHITE	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	SOLORZANO, GERARDO JR 929 E KATY LN HOBBS, NM 88242
110 S KANSAS AVE OVARDS Block 4 Lot 6	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	CHANDLER, MARIA 835 SHILO RD BASTROP, TX 78602

606 N GARDEN AVE #1/2





1311 1/2 N MONTANA AVE





2311 N SHARTELLE AVE





110 S KANSAS AVE





ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 16.
Meeting Date: 02/13/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 25-06 - adoption of Resolution 25-06 approving budget adjustment for the fiscal year ending June 30, 2025. (Corn/Gomez)

BACKGROUND:
The New Mexico Department of Finance Administration (DFA), requires approval of a budget adjustment when increasing a revenue and/or expense in the approved budget. The finance department is requesting a budget adjustment for line items in Exhibit "A". These adjustments are for various grants and other departments.

FINANCIAL CONSIDERATION

- Various Funds: Revenues $4,230,469.89, Expenses $5,530,467.18

LEGAL REVIEW:
No legal review is required at this time.

BOARD AND COMMITTEE ACTION:
Finance Committee recommended approval 5-0 at their meeting on 2/6/25.

STAFF RECOMMENDATION:
proceed as presented

Attachments

Exhibit A
Resolution 25-06 draft

Budget Adjustment for January 2025 Exhibit A					
Revenues:				**Funds**	**Totals**
General 1101 489100		$ 3,847,794.59	NMSIF	General 1101	$ 4,113,862.31
General 1101 444100		$ 266,067.72	State Fire Marshall	Library Grants 2103	$ 8,607.58
Library Grants 2103 443300		$ (1,679.50)	Reduce the Library GO Bond	EMS Grant Ambulance 2260	$ 28,000.00
Library Grants 2103 443350		$ 10,287.08	Library State Aid Grant	EMS Grant Fire Ambulance 2261	$ 80,000.00
EMS Grant Ambulance 2260 443550		$ 28,000.00	FY25 EMS Fund Act		**$ 4,230,469.89**
EMS Grant Fire 2261 443500		$ 80,000.00	FY25 EMS Fund Act		
	Total	**$ 4,230,469.89**			
Expenditures:				**Funds**	**Totals**
Finance 11014041 793000		$ 3,847,794.59	NMSIF	General 1101	$ 4,115,862.31
Fire 11014121		$ 266,067.72	State Fire Marshall	Library 2103	$ 8,607.58
Municipal Court 11014021 642901		$ 2,000.00	Laptops	EMS Grant Ambulance 2260	$ 28,000.00
Library Grants 21034213 793501		$ (1,679.50)	Reduce the Library GO Bond	EMS Grant Fire Ambulance 2261	$ 80,000.00
Library Grants 21034212 793501		$ 10,287.08	Library State Aid Grant	Water 5300	$ 387,908.57
EMS Grant Ambulance 22604141 725605		$ 28,000.00	FY25 EMS Fund Act	Wastewater 5301	$ 910,088.72
EMS Grant Fire 22614122 725601		$ 80,000.00	FY25 EMS Fund Act		**$ 5,530,467.18**
Water 53004354 614020		$ 18,629.08	White Cloud Flood		
Wastewater 53004355 614020		$ 369,279.49	White Cloud Flood Damage		
Wastewater 53014355 614020		$ 910,088.72	J & H Flood Damage		
	Total	**$ 5,530,467.18**			
Transfers:					
Streets 26234323 654801		$ (132,430.54)	Substanial Damage Stantec		
Engineering 11014135 654801		$ 132,430.54	Substanial Damage Stantec		
	Total	**-**			

RESOLUTION 25-06

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO AMENDING THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2025, 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 2024-2025, ending June 30, 2025; and

WHEREAS, the City of Roswell desires to amend said budget in the amount of $4,230,469.89 in revenues, and $5,528,467.18 in expenses, detailed in Exhibit A and summarized below:

- Various Funds: Revenues $4,230,469.89, Expenses $5,530,467.18

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 2024-2025.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, hereby adopts the budget adjustment hereinabove described and respectfully request approval for same from the Local Government Division of the Department of Finance and Administration, State of New Mexico.

PASSED, ADOPTED, SIGNED, and APPROVED the 13th day of February 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Consent Resolution 17.

Regular City Council Meeting
Meeting Date: 02/13/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 25-07 - adoption of Resolution 25-07 to seek approval for the disposal of City-owned assets that were damaged, destroyed or rendered unusable due to the flood event on October 19-20, 2024. (Corn/Garcia)

BACKGROUND:
Initiated by: Deanna Garcia

On October 19-20, 2024, severe flooding impacted the City of Roswell, causing significant damage to municipal assets. A thorough assessment by departments determined that multiple City-owned items were swept away, irreparably damaged, or beyond economic repair. In accordance with NMSA 3-54-2, assets that are obsolete, unusable, or destroyed require official authorization for disposal.

FINANCIAL CONSIDERATION:
There is no direct financial gain from the disposal of these assets, as they are either lost or beyond repair and will not be sold at auction or through negotiated sale. The resolution will ensure that the City's asset records are updated to reflect these losses and maintain proper accounting for financial reporting and compliance.

LEGAL REVIEW:
The resolution was submitted to Legal for review.

BOARD AND COMMITTEE ACTION:
Finance Committee recommended approval 5-0 at their meeting on 2/6/25.

STAFF RECOMMENDATION:
proceed as presented

Attachments

List of Destroyed Assets October 2024 Flood
Resolution 25-07 Disposal of Assets that were Destroyed in Flood Oct 2024

City of Roswell
Destroyed Assets - October 2024 Flood
1/29/2025

ASSET	DESCRIPTION	LOCATION DESC	DATE ACQ	ACQ COST	CURR BOOK VAL
26277	2012 CHEVROLET K2500 (10/19/24 FLOOD)	Fire / Fac Maint	10/07/22	22,000.00	14,299.93
00012985	SERVER DELL R510 -@RPD SERVER ROOM	Police	12/19/11	5,597.28	0.00
00012986	SERVER DELL R510 -@RPD SERVER ROOM	Police	12/19/11	5,597.28	0.00
00013297	SUNGARD PUBLIC SECTOR SOFTWARE & SYSTEM	Police	06/27/12	231,530.77	0.00
00014570	CYSCO 48-PORT SWITCH @ PD TRAINING ROOM	Police	02/07/14	3,583.15	0.00
00023635	TIME CLOCK GENUS 1 BIOMETRIC @ POLICE W	Police	03/03/17	2,010.00	0.00
00023638	TIME CLOCK GENUS 1 BIOMETRIC	Police	07/22/16	2,010.00	0.00
00023639	TIME CLOCK GENUS 1 BIOMETRIC	Police	07/22/16	2,010.00	0.00
00023645	HP 2920 SWITCHES (REFURB) - RPD	Police	04/28/17	1,970.00	0.00
00023646	HP 2920 SWITCHES (REFURB) - RPD	Police	04/28/17	1,970.00	0.00
00023647	HP 2920 SWITCHES (REFURB) - RPD	Police	04/28/17	1,970.00	0.00
00023648	HP 2920 SWITCHES (REFURB) - RPD	Police	04/28/17	1,970.00	0.00
00023649	HP 2920 SWITCHES (REFURB) - RPD	Police	04/28/17	1,970.00	0.00
00023650	SYNOLOGY 12B RACKSTATION DISKLESS	Police	06/23/17	2,332.24	0.00
00008042	COMPUTER-LAPTOP HP	Police	11/14/07	1,155.00	0.00
00008045	COMPUTER-LAPTOP HP	Police	11/14/07	1,155.00	0.00
00008047	COMPUTER-LAPTOP HP	Police	11/14/07	1,155.00	0.00
00008155	SERVER FOR CAMERA SYSTEM	Police	01/07/08	3,539.15	0.00
00008554	COMPUTER SERVER-DELL (PDF/PHOTO RECORDS)	Police	01/26/09	2,880.28	0.00
00008735	COMPUTER-DELL VOSTRO 220 - PD (4654)	Police	06/08/09	1,075.32	0.00
00008991	COMPUTER-LAPTOP SBY 610 T5870	Police	11/09/09	549.99	0.00
00008992	COMPUTER-LAPTOP SBY 610 T5870	Police	11/09/09	549.99	0.00
00008995	COMPUTER-LAPTOP SBY 610 T5870	Police	11/09/09	549.99	0.00
00009148	SOFTWARE-REAL SHOT/SERVER IN RECORDS	Police	02/10/10	899.99	0.00
00009289	SERVER-DIGITAL VOICE RECORDER	Police	08/21/09	2,700.00	0.00
00009619	COMPUTER-HP LAPTOP/TRAINING DEPT	Police	10/01/10	599.99	0.00
00009678	COMPUTER-HP LAPTOP W CASE	Police	11/16/10	907.00	0.00
00009679	COMPUTER-HP LAPTOP W/CASE	Police	11/16/10	907.00	0.00
00009680	COMPUTER-HP LAPTOP W/CASE	Police	11/16/10	907.00	0.00
00009681	COMPUTER-HP LAPTOP W/CASE	Police	11/16/10	907.00	0.00
00009682	COMPUTER-HP LAPTOP W/CASE	Police	11/16/10	907.00	0.00
00009683	COMPUTER-HP LAPTOP W/CASE	Police	11/16/10	907.00	0.00
00009685	COMPUTER-HP LAPTOP W/CASE	Police	11/16/10	907.00	0.00
00009686	COMPUTER-HP LAPTOP W/CASE	Police	11/16/10	907.00	0.00
00009863	COMPUTER-HP LAPTOP-JOE PEEPLES	Police	03/30/11	649.99	0.00
00009870	COMPUTER TOSHIBA W BROWN POLICE	Police	05/05/11	679.99	0.00
00009876	COMPUTER-LAPTOP-BRAD MCFADIN	Police	05/27/11	769.97	0.00
00012981	COMPUTER SWITCH CAT2960S -@PD	Police	11/07/11	4,337.74	0.00
00012982	COMPUTER SWITCH CAT29602 -@RPD SERVER RO	Police	11/07/11	4,337.74	0.00
00012983	COMPUTER SWITCH CAT3560X -@RPD SERVER RO	Police	11/07/11	2,667.24	0.00
00012984	COMPUTER CISCO SWITCH CAT2960S-@RPD 2ND	Police	01/16/12	4,338.14	0.00
00013075	MDT PANASONIC LAPTOP FOR VEHICLE	Police	06/29/12	2,549.65	0.00
00013076	MDT PANASONIC LAPTOP FOR VEHICLE	Police	06/29/12	2,549.65	0.00
00013077	MDT PANASONIC LAPTOP FOR VEHICLE	Police	06/29/12	2,549.65	0.00
00013078	MDT PANASONIC LAPTOP FOR VEHICLE	Police	06/29/12	2,549.65	0.00
00013079	MDT PANASONIC LAPTOP FOR VEHICLE	Police	06/29/12	2,549.65	0.00
00013080	MDT PANASONIC LAPTOP FOR VEHICLE	Police	06/29/12	2,549.65	0.00
00013081	MDT PANASONIC LAPTOP FOR VEHICLE	Police	06/29/12	2,549.65	0.00
00013082	MDT PANASONIC LAPTOP FOR VEHICLE	Police	06/29/12	2,549.65	0.00

City of Roswell
Destroyed Assets - October 2024 Flood
1/29/2025

ASSET	DESCRIPTION	LOCATION DESC	DATE ACQ	ACQ COST	CURR BOOK VAL
00013083	MDT PANASONIC LAPTOP FOR VEHICLE	Police	06/29/12	2,549.65	0.00
00013084	MDT PANASONIC LAPTOP FOR VEHICLE	Police	06/29/12	2,549.65	0.00
00013085	MDT PANASONIC LAPTOP FOR VEHICLE	Police	06/29/12	2,549.65	0.00
00013086	MDT PANASONIC LAPTOP FOR VEHICLE	Police	06/29/12	2,549.65	0.00
00013087	MDT PANASONIC LAPTOP FOR VEHICLE	Police	06/29/12	2,549.65	0.00
00013088	MDT PANASONIC LAPTOP FOR VEHICLE	Police	06/29/12	2,549.65	0.00
00013089	GAMBER DOCKING STATION FOR MDT LAPTOP ON	Police	06/29/12	613.97	0.00
00013090	GAMBER DOCKING STATION FOR MDT LAPTOP IN	Police	06/29/12	613.97	0.00
00013092	GAMBER DOCKING STATION FOR MDT LAPTOP IN	Police	06/29/12	613.97	0.00
00013097	GAMBER DOCKING STATION FOR MDT LAPTOP IN	Police	06/29/12	613.97	0.00
00013100	GAMBER DOCKING STATION FOR MDT LAPTOP IN	Police	06/29/12	613.97	0.00
00013104	PANASONIC HAVIS VEH PORT REPLICATOR/DOCK	Police	05/29/12	815.00	0.00
00013105	PANASONIC HAVIS VEH PORT REPLICATOR/DOCK	Police	05/29/12	815.00	0.00
00013106	PANASONIC HAVIS VEH PORT REPLICATOR/DOCK	Police	05/29/12	815.00	0.00
00013107	PANASONIC HAVIS VEH PORT REPLICATOR/DOCK	Police	05/29/12	815.00	0.00
00013108	PANASONIC HAVIS VEH PORT REPLICATOR/DOCK	Police	05/29/12	815.00	0.00
00013109	PANASONIC HAVIS VEH PORT REPLICATOR/DOCK	Police	05/29/12	815.00	0.00
00013110	PANASONIC HAVIS VEH PORT REPLICATOR/DOCK	Police	05/29/12	815.00	0.00
00013111	PANASONIC HAVIS VEH PORT REPLICATOR/DOCK	Police	05/29/12	815.00	0.00
00013253	DELL PRECISION T1600 COMPUTER W/MONITOR	Police	02/23/12	983.14	0.00
00013254	DELL PRECISION T1600 COMPUTER W/MONITOR@	Police	02/23/12	983.14	0.00
00013263	DELL OPTIPLEX 390 COMPUTER W/MONITOR @ P	Police	06/25/12	998.43	0.00
00013264	DELL OPTIPLEX 390 COMPUTER W/MONITOR @ P	Police	06/25/12	998.43	0.00
00013266	DELL OPTIPLEX 390 COMPUTER W/MONITOR @ P	Police	06/25/12	998.43	0.00
00013349	GAMBER DOCKING STATION FOR MDT LAPTOP IN	Police	06/25/12	613.97	0.00
00013350	GAMBER DOCKING STATION FOR MDT LAPTOP IN	Police	06/25/12	613.97	0.00
00013351	GAMBER DOCKING STATION FOR MDT LAPTOP IN	Police	06/25/12	613.97	0.00
00013352	GAMBER DOCKING STATION FOR MDT LAPTOP IN	Police	06/25/12	613.97	0.00
00013353	GAMBER DOCKING STATION FOR MDT LAPTOP IN	Police	06/25/12	613.97	0.00
00013354	GAMBER DOCKING STATION FOR MDT LAPTOP IN	Police	06/25/12	613.97	0.00
00013364	MDT PANASONIC LAPTOP FOR VEH	Police	08/08/12	2,469.00	0.00
00013365	MDT PANASONIC LAPTOP FOR VEH	Police	08/08/12	2,469.00	0.00
00013366	MDT PANASONIC LAPTOP FOR VEH	Police	08/08/12	2,469.00	0.00
00013367	MDT PANASONIC LAPTOP FOR VEH	Police	08/08/12	2,469.00	0.00
00013368	MDT PANASONIC LAPTOP FOR VEH	Police	08/08/12	2,469.00	0.00
00013369	MDT PANASONIC LAPTOP FOR VEH	Police	08/08/12	2,469.00	0.00
00013370	MDT PANASONIC LAPTOP FOR VEH	Police	08/08/12	2,469.00	0.00
00013371	MDT PANASONIC LAPTOP FOR VEH	Police	08/08/12	2,469.00	0.00
00013372	PANASONIC TOUGH BOOK LAPTOP COMPUTER FOR	Police	09/17/12	2,551.86	0.00
00013373	PANASONIC TOUGH BOOK LAPTOP COMPUTER FOR	Police	09/17/12	2,551.86	0.00
00013374	PANASONIC TOUGH BOOK LAPTOP COMPUTER FOR	Police	09/17/12	2,551.86	0.00
00013375	PANASONIC TOUGH BOOK LAPTOP COMPUTER FOR	Police	09/17/12	2,551.86	0.00
00013376	PANASONIC TOUGH BOOK LAPTOP COMPUTER FOR	Police	09/17/12	2,551.86	0.00
00013377	PANASONIC TOUGH BOOK LAPTOP COMPUTER FOR	Police	09/17/12	2,551.86	0.00
00013378	GAMBER JOHNSON DOCKING STATION FOR LAPTO	Police	11/16/12	616.43	0.00
00013384	GAMBER JOHNSON DOCKING STATION FOR LAPTO	Police	11/16/12	616.43	0.00
00013386	GAMBER JOHNSON DOCKING STATION FOR LAPTO	Police	11/16/12	616.43	0.00
00013388	GAMBER JOHNSON DOCKING STATION FOR LAPTO	Police	11/16/12	616.44	0.00
00013389	PANASONIC LAPTOP FOR VEH	Police	08/08/12	2,549.65	0.00

City of Roswell
Destroyed Assets - October 2024 Flood
1/29/2025

ASSET	DESCRIPTION	LOCATION DESC	DATE ACQ	ACQ COST	CURR BOOK VAL
00013390	PANASONIC LAPTOP FOR VEH	Police	08/08/12	2,549.65	0.00
00013391	PANASONIC LAPTOP FOR VEH	Police	08/08/12	2,549.65	0.00
00013392	PANASONIC LAPTOP FOR VEH	Police	08/08/12	2,549.65	0.00
00013393	PANASONIC LAPTOP FOR VEH	Police	08/08/12	2,549.65	0.00
00013394	PANASONIC LAPTOP FOR VEH	Police	08/08/12	2,549.65	0.00
00013396	GAMBER DOCKING STATION FOR LAPTOP ON VEH	Police	06/25/12	613.97	0.00
00013404	HP LAPTOP COMPUTER MODEL DV6-7135- STEVE	Police	09/07/12	699.99	0.00
00013408	TOSHIBA LAPTOP COMPUTER -TASK FORCE (	Police	08/24/12	549.99	0.00
00013410	LAPTOP COMPUTER HP PAVILION -YAZMIN SOTO	Police	10/26/12	679.99	0.00
00013411	LAPTOP COMPUTER HP PAVILION -FIL GONZALE	Police	10/26/12	679.99	0.00
00013412	LAPTOP COMPUTER HP PAVILION -MICHAEL TAY	Police	10/26/12	679.99	0.00
00013413	COMPUTER NOTEBOOK HP ENVY DV6-7226NR-B B	Police	01/02/13	589.99	0.00
00013567	COMPUTER DELL PRECISION T1650 W/MONITOR	Police	10/12/12	1,599.86	0.00
00013568	COMPUTER DELL PRECISION T1650 W/MONITOR	Police	10/12/12	1,599.86	0.00
00013569	COMPUTER DELL PRECISION T1650 W/MONITOR	Police	10/12/12	1,599.86	0.00
00013570	COMPUTER DELL PRECISION T1650 W/MONITOR	Police	10/12/12	1,599.86	0.00
00013571	COMPUTER DELL PRECISION T1650 W/MONITOR	Police	10/12/12	1,599.86	0.00
00013572	COMPUTER DELL PRECISION T1650 W/MONITOR	Police	10/12/12	1,599.86	0.00
00013573	COMPUTER DELL PRECISION T1650 W/MONITOR	Police	10/12/12	1,599.86	0.00
00013574	COMPUTER DELL PRECISION T1650 W/MONITOR	Police	10/12/12	1,599.86	0.00
00013575	COMPUTER DELL PRECISION T1650 W/MONITOR	Police	10/12/12	1,599.86	0.00
00013576	COMPUTER DELL PRECISION T1650 W/MONITOR	Police	10/12/12	1,599.86	0.00
00013577	BACK-UP TAPE DRIVE - RPD SERVER ROOM	Police	09/14/12	3,043.96	0.00
00013578	COMPUTER DELL OPTIPLEX 390 W/MNTR-RPDCMD	Police	12/07/12	1,059.51	0.00
00013579	COMPUTER DELL OPTIPLEX 390 W/MONITOR - R	Police	12/07/12	1,059.51	0.00
00013580	COMPUTER DELL OPTIPLEX 390 W/MONITOR -RP	Police	12/07/12	1,059.51	0.00
00013581	COMPUTER DELL OPTIPLEX 390 W/MONITOR -RP	Police	12/07/12	1,059.51	0.00
00013582	COMPUTER DELL OPTIPLEX 390 W/MONITOR -RP	Police	12/07/12	1,059.51	0.00
00013584	COMPUTER DELL OPTIPLEX 7010 W/MONITOR -R	Police	03/22/13	1,193.38	0.00
00013585	COMPUTER DELL OPTIPLEX 7010 W/MONITOR -	Police	03/22/13	1,193.38	0.00
00013586	COMPUTER DELL OPTIPLEX 7010 W/MONITOR -R	Police	03/22/13	1,193.38	0.00
00013587	COMPUTER DELL OPTIPLEX 7010 W/MONITOR -R	Police	03/22/13	1,193.38	0.00
00013588	COMPUTER DELL OPTIPLEX 7010 W/MONITOR -	Police	03/22/13	1,193.38	0.00
00013589	COMPUTER DELL OPTIPLEX 9010 W/MNTR-RPDTS	Police	09/24/12	1,366.89	0.00
00013590	COMPUTER DELL OPTIPLEX 9010 W/MNTR -RPDT	Police	09/24/12	1,366.89	0.00
00013591	COMPUTER DELL OPTIPLEX 9010 W/MNTR-RPDTS	Police	09/24/12	1,366.89	0.00
00013592	COMPUTER DELL OPTIPLEX 9010 W/MNTR-RPDTS	Police	09/24/12	1,366.89	0.00
00013593	COMPUTER DELL OPTIPLEX 9010 W/MNTR-RPDTS	Police	09/24/12	1,366.89	0.00
00013599	MDT PANASONIC TOUGHBOOK CF-53 COMPUTER F	Police	11/09/12	2,399.00	0.00
00013600	MDT PANASONIC TOUGHBOOK CF-53 COMPUTER F	Police	11/09/12	2,399.00	0.00
00013601	MDT PANASONIC TOUGHBOOK CF-53 COMPUTER F	Police	11/09/12	2,399.00	0.00
00013602	MDT PANASONIC TOUGHBOOK CF-53 COMPUTER F	Police	11/09/12	2,399.00	0.00
00013603	MDT PANASONIC TOUGHBOOK CF-53 COMPUTER F	Police	11/09/12	2,399.00	0.00
00013604	MDT PANASONIC TOUGHBOOK CF-53 COMPUTER F	Police	11/09/12	2,399.00	0.00
00013605	MDT PANASONIC TOUGHBOOK CF-53 COMPUTER F	Police	11/09/12	2,399.00	0.00
00013606	MDT PANASONIC TOUGHBOOK CF-53 COMPUTER F	Police	11/09/12	2,399.00	0.00
00013607	MDT PANASONIC TOUGHBOOK CF-53 COMPUTER F	Police	11/09/12	2,399.00	0.00
00013608	MDT PANASONIC TOUGHBOOK CF-53 COMPUTER F	Police	11/09/12	2,399.00	0.00
00013609	MDT PANASONIC TOUGHBOOK CF-53 COMPUTER F	Police	11/09/12	2,399.00	0.00

City of Roswell
Destroyed Assets - October 2024 Flood
1/29/2025

ASSET	DESCRIPTION	LOCATION DESC	DATE ACQ	ACQ COST	CURR BOOK VAL
00013610	MDT PANASONIC TOUGHBOOK CF-53 COMPUTER F	Police	11/09/12	2,399.00	0.00
00013611	MDT PANASONIC TOUGHBOOK CF-53 COMPUTER F	Police	11/09/12	2,399.00	0.00
00013612	MDT PANASONIC TOUGHBOOK CF-53 COMPUTER F	Police	11/09/12	2,399.00	0.00
00013613	MDT PANASONIC TOUGHBOOK CF-53 COMPUTER F	Police	11/09/12	2,399.00	0.00
00013614	MDT PANASONIC TOUGHBOOK CF-53 COMPUTER F	Police	11/09/12	2,399.00	0.00
00013615	MDT PANASONIC TOUGHBOOK CF-53 COMPUTER F	Police	11/09/12	2,399.00	0.00
00013616	MDT PANASONIC TOUGHBOOK CF-53 COMPUTER F	Police	11/09/12	2,399.00	0.00
00013617	MDT PANASONIC TOUGHBOOK CF-53 COMPUTER F	Police	11/09/12	2,399.00	0.00
00013618	MDT PANASONIC TOUGHBOOK CF-53 COMPUTER F	Police	11/09/12	2,399.00	0.00
00013619	MDT PANASONIC TOUGHBOOK CF-53 COMPUTER F	Police	11/09/12	2,399.00	0.00
00013620	MDT PANASONIC TOUGHBOOK CF-53 COMPUTER F	Police	11/09/12	2,399.00	0.00
00013621	MDT PANASONIC TOUGHBOOK CF-53 COMPUTER F	Police	11/09/12	2,399.00	0.00
00013622	MDT PANASONIC TOUGHBOOK CF-53 COMPUTER F	Police	11/09/12	2,399.00	0.00
00013623	MDT PANASONIC TOUGHBOOK CF-53 COMPUTER F	Police	01/11/13	2,399.00	0.00
00014011	COMPUTER DELL OPTIPLEX 390 W/ MONITOR -R	Police	08/08/12	998.43	0.00
00014012	COMPUTER DELL OPTIPLEX 390 W/ MONITOR -	Police	08/08/12	998.43	0.00
00014228	COMPUTER LAPTOP DELL LATITUDE E5530 - PA	Police	07/26/13	798.47	0.00
00014229	COMPUTER LAPTOP DELL LATITUDE E5530 - JO	Police	08/23/13	1,018.43	0.00
00014267	LAPTOP COMPUTER MSI GAMING SERIES DOMINA	Police	05/23/14	2,999.00	0.00
00014268	PANASONIC DOCK STATION F/CF-53	Police	06/20/14	729.42	0.00
00014270	PANASONIC DOCK STATION F/CF-53	Police	06/20/14	729.42	0.00
00014271	PANASONIC DOCK STATION F/CF-53	Police	06/20/14	729.42	0.00
00014272	PANASONIC DOCK STATION F/CF-53	Police	06/20/14	729.42	0.00
00014273	PANASONIC DOCK STATION F/CF-53	Police	06/20/14	729.42	0.00
00014274	PANASONIC DOCK STATION F/CF-53	Police	06/20/14	729.42	0.00
00014275	PANASONIC DOCK STATION F/CF-53	Police	06/20/14	729.42	0.00
00014276	PANASONIC DOCK STATION F/CF-53	Police	06/20/14	729.42	0.00
00014277	PANASONIC DOCK STATION F/CF-53	Police	06/20/14	729.42	0.00
00014295	COMPUTER DELL OPTIPLEX 9010 MINITOWER @	Police	08/09/13	836.68	0.00
00014296	COMPUTER DELL LATITUDE E5530 @ TASK FORC	Police	08/02/13	798.47	0.00
00014297	COMPUTER DELL LATITUDE E5530 @ TASK FORC	Police	08/02/13	798.47	0.00
00014298	COMPUTER DELL LATITUDE E5530 @ TASK FORC	Police	08/02/13	798.47	0.00
00014299	COMPUTER DELL LATITUDE E5530 @ TASK FORC	Police	08/02/13	798.47	0.00
00014301	SERVER POWER EDGE R210II CHASSIS @ RPD S	Police	10/11/13	1,950.94	0.00
00014302	COMPUTER DELL LATITUDE E6540 - R SCRIBNE	Police	05/02/14	1,167.95	0.00
00014303	COMPUTER DELL LATITUDE E6540 - L MACIAS	Police	05/02/14	1,167.95	0.00
00014478	COMPUTER ASUS NOTEBOOK SOLID CORE (SCANN	Police	12/20/13	3,500.00	0.00
00014484	IPAD AIR WIFI 128GB GRAY - RON SMITH	Police	02/03/14	799.00	0.00
00014618	MCT PANASONIC TOUGHBOOK LAPTOP COMPUTERS	Police	08/15/14	2,688.99	0.00
00014619	MCT PANASONIC TOUGHBOOK LAPTOP COMPUTERS	Police	08/15/14	2,688.99	0.00
00014620	MCT PANASONIC TOUGHBOOK LAPTOP COMPUTERS	Police	08/15/14	2,688.99	0.00
00014621	MCT PANASONIC TOUGHBOOK LAPTOP COMPUTERS	Police	08/15/14	2,688.99	0.00
00014622	MCT PANASONIC TOUGHBOOK LAPTOP COMPUTERS	Police	08/15/14	2,688.99	0.00
00014623	MCT PANASONIC TOUGHBOOK LAPTOP COMPUTERS	Police	08/15/14	2,688.99	0.00
00014624	MCT PANASONIC TOUGHBOOK LAPTOP COMPUTERS	Police	08/15/14	2,688.99	0.00
00014625	MCT PANASONIC TOUGHBOOK LAPTOP COMPUTERS	Police	08/15/14	2,688.99	0.00
00014666	LAPTOP COMPUTER DELL LATITUDE E6540	Police	07/18/14	1,167.95	0.00
00014667	LAPTOP COMPUTER DELL LATITUDE E6540	Police	07/18/14	1,167.95	0.00
00014668	LAPTOP COMPUTER DELL LATITUDE E6540	Police	07/18/14	1,167.95	0.00

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00014669	LAPTOP COMPUTER DELL LATITUDE E6540	Police	07/18/14	1,167.95	0.00
00014671	LAPTOP COMPUTER DELL LATITUDE E5540 NOTE	Police	02/18/15	834.98	0.00
00014860	HP PROBOOK 655 LAPTOP (4654)	Police	06/26/15	644.00	0.00
00014861	COMPUTER DL 360E (4654)	Police	06/05/15	1,965.00	0.00
00023433	COMPUTER DESKTOP HP MODEL Z640 @ ROOM 36	Police	03/11/16	2,679.00	0.00
00023434	COMPUTER DESKTOP HP MODEL Z640 @ ROOM 40	Police	03/11/16	2,679.00	0.00
00024762	COMPUTER OPTIPLEX 7050 SFF - POLICE	Police	06/29/18	1,119.94	0.00
00024763	COMPUTER LAPTOP HP ELITEBOOK 1030 - POLI	Police	04/27/18	1,283.00	0.00
00024764	COMPUTER LAPTOP HP ELITEBOOK 1030 - POLI	Police	04/06/18	1,283.00	0.00
00024765	COMPUTER HP PRODESK 600 - POLICE	Police	03/23/18	559.00	0.00
00024766	COMPUTER HP PRODESK 600 - POLICE	Police	03/23/18	559.00	0.00
00024767	COMPUTER HP PRODESK 600 - POLICE	Police	03/23/18	559.00	0.00
00024768	COMPUTER HP PRODESK 600 - POLICE	Police	03/23/18	559.00	0.00
00024769	COMPUTER HP PRODESK 600 - POLICE	Police	03/23/18	559.00	0.00
00007601	CABINET-FILING 7 DWR 5X8 CARDS-TSU	Police	09/02/05	880.00	0.00
00024808	NAS SERVER STORAGE MOUNTABLE RACK 12 BAY	Police	01/26/18	2,269.89	162.15
00024809	NAS SERVER STORAGE MOUNTABLE RACK 12 BAY	Police	01/26/18	2,269.89	162.15
00000013-04	FLOORING/RUBBERIZED-WEIGHT ROOM	Police	05/22/06	4,075.04	373.56
00001133	TRAINING SUIT FIST SUIT	Police	10/15/01	702.81	0.00
00002754	POLYGRAPH, STOELTING, ULTRA SCRIBE	Police	01/01/85	1,482.64	0.00
00003454	REDMAN PROTECTIVE SUIT Q-121-00	Police	05/08/00	1,141.60	0.00
00003455	REDMAN PROTECTIVE SUIT Q-121-00	Police	05/08/00	1,141.60	0.00
00003654	BOMB SUIT-SWAT	Police	02/05/99	12,800.00	0.00
00008714	HANDGUN STORAGE SYSTEM-TSU	Police	05/17/09	12,923.03	0.00
00025257	TREADMILL TRUE CS650 / CS400-900 EMERGE	Police	02/14/20	5,693.93	2,101.33
00023093	2014 CHEVY CAPRICE	Police	02/08/16	19,000.00	0.00
00025152	2018 FORD EXPLORER INTERCEPTOR AWD	Police	08/31/18	47,750.00	0.00
00025252	2019 FORD F150 RESPONDER PURSUIT PICKUP	Police	01/22/20	40,866.00	4,086.60
26010	2016 FORD EXPLORER	Police	09/18/20	6,500.00	1,516.69
26020	2016 FORD EXPLORER	Police	03/16/21	6,500.00	2,166.70
26134	2021 DODGE RAM 1500 4WD CREW CAB PICKUP	Police	07/23/21	30,485.00	12,194.04
26263	2022 DODGE DURANGO PURSUIT -BLACK	Police	10/27/22	38,191.00	24,824.08
26296	2017 FORD EXPLORER W/EMERG EQ - USED	Police	03/01/23	5,000.00	3,666.72
26416	2023 Dodge Durango Pursuit AWD	Police	10/24/23	42,343.00	35,991.52
00007607	TV 27" LCD TOSHIBA-WEIGHT ROOM	Police	03/17/06	1,035.87	0.00
00023497	ELLIPTICAL PROMAXIMA VIPER SERIES	Police	02/10/17	2,241.38	0.00
00023498	RECUMBENT CYCLE PROMAXIMA VIPER SERIES	Police	02/10/17	1,454.93	0.00
00000011-08	MUSEUM-ASTON GALLERY-FY2005 WORK	Museum	10/29/04	219,617.37	2,745.24
00000011-09	MUSEUM-ASTON GALLERY-FY2006 LORD CULTURA	Museum	02/28/06	301,121.50	23,838.92
00000011-10	MUSEUM-ASTON GALLERY-FY2006 WORK	Museum	04/28/06	1,726.62	151.20
00000011-11	SECURITY SYS IMPROVE/ROOF EVAL FY 2007	Museum	01/24/07	18,266.81	2,254.16
00000011-12	MUSEUM-ASTON GALLERY-FY 2007 WORK	Museum	07/01/06	107,959.26	10,646.04
00000011-14	CAMERAS-SECURITY	Museum	09/12/07	4,112.90	643.78
00000011-16	2015 GODDARD DISPLAY IMPROVEMENTS	Museum	05/08/15	7,479.20	4,051.45
00000011-19	2015 SETUP/DESIGN/INSTALL/TEST OF COUNCI	Museum	06/15/15	19,403.38	10,591.34
00000011-21	2016 MUSEUM - RECABLE FOR DATA	Museum	06/13/16	8,253.44	4,917.77
00000011-22	2016 MUSEUM BLDG - DOOR ACCESS TO MUSEUM	Museum	05/23/16	1,433.46	848.40
00000011-23	MUSEUM FLOORING PHASE I	Museum	06/11/24	610,597.28	608,053.12
00025219	FY19 MUSEUM FIRE ALARM SYSTEM	Museum	02/07/19	7,700.00	6,416.80

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00025219-01	FY20 MUSEUM FIRE ALARM SYSTEM	Museum	10/24/19	127,049.09	105,874.29
00025219-02	FY21 MUSEUM FIRE ALARM SYSTEM	Museum	03/19/21	3,861.91	3,218.31
00025353	FY20 MUSEUM SECURITY/CONTROLS/SURVEILLAN	Museum	10/24/19	255,981.77	213,318.17
00025353-01	FY21 MUSEUM SECURITY/CONTROLS/SURVEILLAN	Museum	03/19/21	7,781.16	6,484.36
00001086	FOOD WARMER-BASSETT KITCHEN	Museum	09/01/00	2,573.32	0.00
00001183	PUG MILL-UPM-30-CERAMICS DEPT	Museum	07/05/01	4,130.00	0.00
00002493	SPEAKER-CRATE PROAUDIO SLM-BASSETT	Museum	01/01/97	1,500.00	0.00
00002494	SPEAKER-CRATE PROAUDIO SLM-BASSETT	Museum	01/01/97	1,500.00	0.00
00002495	AMPLIFIER-CRATE PROAUDIO-BASSETT	Museum	01/01/97	750.00	0.00
00002497	WHIRLAMATIC HI-SPEED BUFFER-JANITOR	Museum	01/01/95	1,100.00	0.00
00002506	PHOTO ENLARGER, BESELER 23CII	Museum	01/01/85	683.01	0.00
00002507	PHOTO ENLARGER, OMEGA B22	Museum	01/01/85	683.01	0.00
00002508	POTTERS WHEEL-CERAMICS	Museum	01/01/85	736.52	0.00
00002509	POTTERS WHEEL-CERAMICS	Museum	01/01/90	744.69	0.00
00002510	POTTERS WHEEL-CERAMICS	Museum	01/01/90	744.69	0.00
00002511	POTTERS WHEEL-CERAMICS	Museum	01/01/90	744.69	0.00
00002514	TELEPHONE SYSTEM	Museum	01/01/88	4,496.90	0.00
00002542	POTTERS WHEEL, ELECTRIC-CERAMICS	Museum	01/01/85	736.52	0.00
00002543	POTTERS WHEEL-CERAMICS	Museum	01/01/85	736.52	0.00
00002555	POTTERS WHEEL, ELECT-CERAMICS	Museum	01/01/90	744.69	0.00
00002565	RANGE, ELECT KENMORE-KITCHEN	Museum	01/01/85	589.22	0.00
00002566	CAMERA-TOYO VIEW/W TRIPOD -(4X6) DARK RO	Museum	11/01/98	5,000.00	0.00
00002570	INFORMATION KIOSK @ PLANETARIUM	Museum	09/20/99	888.41	0.00
00007358	PROJECTOR SANYO PRO-X-BASSETT (AV)	Museum	01/20/05	1,300.00	0.00
00023374	CITY COUNCIL- AV SYSTEM PROJECTOR	Museum	07/17/15	5,012.63	0.00
00023375	CITY COUNCIL- AV DISTRIBUTION SYSTEM	Museum	07/17/15	6,634.07	0.00
00023376	CITY COUNCIL- AUDIO PROCESSOR SYSTEM	Museum	07/17/15	5,818.59	0.00
00024617	DIGISTAR 6 @ PLANETARIUM - 2017 $37,000	Museum	10/13/17	37,000.00	1,321.44
00024617-01	2018 DIGISTAR 6 SYSTEM @ PLANETARIUM - $	Museum	09/01/17	37,000.00	880.96
00024617-02	2018 DIGISTAR 6 -DONATED RMAC FOUNDATION	Museum	10/13/17	193,500.00	6,910.72
00025363	AUDIO VIDEO EQUIPMENT FOR MUSEUM FROM DA	Museum	08/30/19	50,441.72	15,012.37
00002516	CABINET, DISPLAY SLIDING DOOR-STORE	Museum	01/01/85	702.76	0.00
00002549	CABINET, DISPLAY SLIDING DOORS-STORE	Museum	01/01/85	702.76	0.00
00002550	CABINET, DISPLAY SLIDING DOORS-STORE	Museum	01/01/85	702.76	0.00
00025119	SEATING (96) HIGH BACK @ PLANETARIUM	Museum	10/13/17	19,741.00	705.04
00007664	WHEEL REVOLUTION ELECT-CERAMICS	Museum	06/19/06	1,140.00	0.00
00007838	TV-FLAT SCREEN ASTON PROJECT	Museum	09/22/06	1,029.90	0.00
00007839	CAMERA-CANON DIGITAL-CAROLINE (REGISTRAT	Museum	09/08/06	782.00	0.00
00008271	VIDEO CAMERA W/TRIPOD HDR-HC9 @ REGISTRA	Museum	06/24/08	1,330.00	0.00
00008273	KILN SHELF CART-CERAMICS	Museum	05/09/08	629.00	0.00
00008480	KILN/FUSED GLASS CLASS	Museum	11/14/08	566.92	0.00
00008481	REFRIGERATOR-WHIRLPOOL @ DARK ROOM	Museum	11/03/08	899.99	0.00
00008706	COPY STAND W/PHOTO ACCESSORIES	Museum	02/17/09	1,398.00	0.00
00009076	MAT CUTTER/FRAMING ARTWORK	Museum	02/01/10	1,680.84	0.00
00009152	KILN-TEST W/SHELVES-CERAMICS	Museum	04/15/10	725.00	0.00
00009808	KILN-PARAGON 16 CLAMSHELL	Museum	03/10/11	731.00	0.00
00014314	CASH REGISTER	Museum	02/14/14	697.04	0.00
00014997	HP DUAL RADIO ACCESS POINT @ BASSET ROOM	Museum	06/19/15	687.67	0.00
00023372	TIME CLOCK EXECUTIME	Museum	01/05/16	2,041.08	0.00

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00023377	CITY COUNCIL- SHURE MXWAPT8 ACCESS POINT	Museum	07/17/15	3,368.46	0.00
00023378	CITY COUNCIL- SHURE MXWAPT8 ACCESS POINT	Museum	07/17/15	3,368.46	0.00
00023379	CITY COUNCIL- SHURE MXWAPT4 ACCESS POINT	Museum	07/17/15	2,604.50	0.00
00023397	CITY COUNCIL- SHURE MXW2 HANDHELD TRANSM	Museum	07/17/15	574.83	0.00
00023398	CITY COUNCIL- SHURE MXWNCS8 NETWORK CHAR	Museum	07/17/15	1,782.66	0.00
00023399	CITY COUNCIL- SHURE MXWNCS8 NETWORK CHAR	Museum	07/17/15	1,782.66	0.00
00023400	CITY COUNCIL- SHURE MXWNCS8 NETWORK CHAR	Museum	07/17/15	1,782.66	0.00
00023401	CITY COUNCIL- SHURE MXWNCS8 NETWORK CHAR	Museum	07/17/15	1,782.66	0.00
00023402	CITY COUNCIL- SHURE MXWNCS4 NETWORK CHAR	Museum	07/17/15	1,382.49	0.00
00023404	CITY COUNCIL- WALL RACK SECTIONAL 24 SPA	Museum	07/17/15	872.42	0.00
00008275	COMPUTER-APPLE/ASSIST DIRECTOR - CAROLIN	Museum	05/30/08	1,932.00	0.00
00023478	MUSEUM STORE DISPLAY CASE	Museum	06/06/14	1,220.00	0.00
00001474	FENCE CHAIN-LINKED AT RYFL FIELD	Parks	11/05/01	1,090.68	0.00
00004629-02	BIRD & NATURE CENTER - FY03 - IRRIGATION	Parks	01/20/03	2,522.99	0.00
00005023-01	WOOD CHIPS	Parks	02/21/05	2,700.00	78.75
00005024-01	FOOTINGS FOR PLAYGROUND UNIT	Parks	02/12/09	315.65	71.77
00005036-04	FENCE 5' CHAIN LINK @ RIAC PARK EAST	Parks	11/26/08	16,585.09	3,557.73
00005038-04	FENCE AND GATE STILES COMPLEX	Parks	08/16/13	9,805.45	4,453.62
00005041	YUCCA RECREATION CNTR/PARK - 500 BLK S R	Parks	01/01/72	3,358.35	0.00
00007659-03	WOOL BOWL - ARCH FEES/TREE REMOVAL FY 20	Parks	01/30/06	3,027.61	227.16
00008563-02	REPAIR FENCE FY 2009	Parks	03/27/09	787.25	181.89
00008564-01	GATES	Parks	09/25/08	317.58	65.75
00008748-01	FENCE SCREEN	Parks	01/31/12	1,266.58	471.84
00009641	PARKS MAINT-FENCE	Parks	01/01/83	3,500.00	0.00
00009641-01	VINYL PRIVACY SLATS FOR PARK MAINT. SHOP	Parks	12/30/10	1,493.00	475.32
00014447	13 EXERPLAY UNIT & TUFF TIMBERS FOR CARP	Parks	12/06/13	30,643.23	14,427.87
00000003-04	OFFICE IMPROVEMENT FINAL 2013	Parks	01/25/13	5,895.00	2,505.63
00000003-05	2015 ROOFING PROJECT	Parks	12/19/14	13,504.82	7,033.77
00000003-06	CARPET AT PARKS/REC OFFICE	Parks	03/11/16	526.50	307.30
00000003-07	2016 PARKS/REC OFFICE - WIRING FOR DATA	Parks	05/23/16	1,425.46	843.48
00000102-01	2016 PARKS MAINT OFFICE - WIRING FOR DAT	Parks	05/23/16	927.89	549.13
00000334	FENCE ALONG N. SPRING RIVER	Parks	11/18/99	12,659.40	0.00
00002787	TRUELINE STRIPER MODEL 120	Parks	08/19/02	1,203.50	0.00
00002803	DRINKING FOUNTAIN-HANDICAP ACCESS	Parks	03/31/99	1,182.55	0.00
00002850	FOUNTAIN WATER-HANDICAP ACCESS	Parks	01/01/90	1,278.33	0.00
00002868	BLEACHERS (47)	Parks	01/01/90	66,452.60	0.00
00002876	SIGN, BRICK @ MELENDEZ PARK	Parks	01/01/90	913.09	0.00
00003671	COPY MACHINE FOR PARKS OFFICE--GSA CONTR	Parks	09/24/98	5,779.00	0.00
00006201	90 PLAYSET - CAHOON PARK	Parks	01/01/90	46,631.84	0.00
00006207	BASEBALL BACKSTOP - ENCHANTED LANDS PARK	Parks	01/01/84	1,047.16	0.00
00006215	BASEBALL BACKSTOP - POE CORN PARK	Parks	01/01/98	1,245.11	0.00
00006251	BASEBALL BACKSTOP - ENCHANTED LANDS PARK	Parks	01/01/84	1,047.16	0.00
00006263	SWING SET - CAHOON PARK	Parks	02/10/03	1,607.60	0.00
00007391	UTILITY VEH GAS-RANGER 2004	Parks	07/01/04	6,934.24	0.00
00007529	AERATOR	Parks	11/07/05	33,263.19	0.00
00007623	SEEDER/DE-THATCHER	Parks	06/22/06	6,250.13	0.00
00007837	WALK BEHIND STRIPER W/TRAILER	Parks	02/16/07	4,190.00	0.00
00008077	UTILITY VEHICLE-KAWASAKI 2007	Parks	02/02/08	6,089.59	0.00
00008279	SODA BLASTER/GRAFITTI -MDL 119X	Parks	06/05/08	5,194.00	0.00

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00008279-01	EXTRA BLAST HOSE	Parks	06/24/08	582.48	0.00
00008518	DRINKING FOUNTAIN	Parks	01/01/90	547.86	0.00
00008520	DRINKING FOUNTAIN-HANDICAP ACCESS	Parks	01/01/90	1,278.33	0.00
00008521	DRINKING FOUNTAIN-HANDICAP ACCESS	Parks	01/01/90	1,278.33	0.00
00008522	DRINKING FOUNTAIN-HANDICAP ACCESS	Parks	01/01/90	1,278.33	0.00
00008523	DRINKING FOUNTAIN-HANDICAP ACCESS	Parks	01/01/90	1,278.33	0.00
00008524	DRINKING FOUNTAIN-HANDICAP ACCESS	Parks	01/01/90	1,278.33	0.00
00008525	DRINKING FOUNTAIN-HANDICAP ACCESS	Parks	01/01/90	1,278.33	0.00
00008531	BLEACHER 5-ROW ALUM-EASTSIDE LITTLE LEAG	Parks	12/12/08	5,132.43	0.00
00008532	BLEACHER 5-ROW ALUM-EASTSIDE LITTLE LEAG	Parks	12/12/08	5,132.43	0.00
00008983-01	SAFESURF TIMBERS/CONCRETE	Parks	02/09/10	1,522.56	0.00
00009110-02	RADIO-AM/FM CD PLAYER	Parks	03/23/10	500.00	0.00
00009654	SCOREBOARD W/AS-5010 CONTROLLER	Parks	07/22/10	6,241.00	0.00
00009654-01	ELECT MAT'L-CEMENT-BEAMS	Parks	07/22/10	2,214.40	0.00
00009655	SCOREBOARD W/AS-5010 CONTROLLER	Parks	07/22/10	6,241.00	0.00
00009655-01	ELECT MATL-CEMENT-BEAMS (2154246)	Parks	07/22/10	2,214.39	0.00
00012820	TRACTOR WEIGHTS	Parks	03/03/10	620.38	0.00
00014422-01	WINDOW TINT ON CITY #1172 2014 MOWER	Parks	05/23/16	79.95	0.00
00014462	NEW PHONE SYSTEM SHORETEL @ ROSWELL ADUL	Parks	11/01/13	8,305.02	0.00
00023099-01	TRIPLE BAG COLLECTION SYSTEM 61" W/MOWER	Parks	10/06/15	1,998.46	0.00
00007349-02	STEP UP BARS ON 2015 FORD F150 UNIT 561	Parks	01/16/12	196.28	0.00
00007505	2006 FORD RANGER PU #4791	Parks	01/27/06	16,798.00	0.00
00007803-01	STEP BARS ON CITY #1104 2007 FORD F150 V	Parks	12/09/16	219.99	0.00
00008572-02	STEP BARS	Parks	03/09/09	232.50	0.00
00009612-01	TOOL BOX ON 2011 FORD F250 VIN#05501 CIT	Parks	02/16/11	249.29	0.00
00013064	2012 CHEVY SILVERADO 4WD 1TON 3500 CREW	Parks	04/30/12	31,178.00	0.00
00013064-01	ACCESSORIES ADDED TO CITY#1116 SEE REMAR	Parks	06/04/12	405.66	0.00
00013064-02	TINT ADDED TO CITY #1116 2012 SILVERADO	Parks	06/29/12	139.21	0.00
00013065-02	RUNNING BOARDS ON CITY #1120	Parks	07/16/12	329.07	0.00
00013067-02	RUNNING BOARDS STEP BAR ON CITY #1134	Parks	07/16/12	222.45	0.00
00013515-02	RUNNING BOARDS STEP BARS ON CITY #1100	Parks	07/30/12	522.67	0.00
00013981-01	RUNNING BOARDS STEP BAR ON CITY #1110	Parks	09/14/12	499.91	0.00
00014631	2015 CHEVROLET SILVERADO 1500 4X4 CREWCA	Parks	09/25/14	30,302.00	0.00
00014631-01	WINDOW TINT ON CITY #1113	Parks	10/27/14	179.95	0.00
00014631-02	STEP BARS OVAL BLK ON CITY #1113	Parks	10/27/14	300.00	0.00
00014631-03	EXTENSION BRACKETS FOR STEP BARS ON CITY	Parks	11/25/14	64.28	0.00
00009167	BRIDGE-LOVELESS/JC PARK	Parks	01/01/85	10,000.00	0.00
00013179	LANDSCAPING FOR PARK & REC OFFICE	Parks	12/27/11	921.58	339.36
00014446	COVERED GRILL 500 SQ-IN 19.5"X41.5" IN-G	Parks	06/25/14	795.40	394.48
00014512	DRINKING FOUNTAIN W/ATT'D PET FOUNTAIN @	Parks	08/23/13	3,814.72	1,732.65
00014604-01	FABRIC FOR SHADE CANOPY @ MISSOURI PARK	Parks	01/17/14	1,649.00	783.38
00023065	TRASH RECEPTICLE 32 GALLON @REISCHMAN PA	Parks	08/12/15	927.98	514.48
00023066	TRASH RECEPTICLE 32 GALLON @REISCHMAN PA	Parks	08/12/15	927.98	514.48
00023662	DRINKING FOUNTAIN W/PET FNTN @ADMIN OFC	Parks	11/23/16	4,120.00	2,540.80
00023664	SIGN ROSWELL ADULT & RECREATION CENTER S	Parks	03/10/17	1,829.00	1,158.44
00024699	SERVICE AND POLE FOR SPRINKLER CONTROLLE	Parks	09/29/17	944.42	621.73
00024706	10X10 BACKSTOP W/ FULL HOOD	Parks	06/08/18	2,643.31	1,839.50
00025008	TRASH RECEPTACLE ROUND SLATTED 32GAL @LI	Parks	03/09/18	747.87	511.03
00025019	FOOTBALL/SOCCER GOAL COMBO @ LINDA VISTA	Parks	06/08/18	2,352.98	1,637.43

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ASSET	DESCRIPTION	LOCATION DESC	DATE ACQ	ACQ COST	CURR BOOK VAL
00007527	SPRAYER PESTICIDE W/BOOM	Parks	02/10/06	3,890.11	0.00
00007527-01	FOAM MARKER INDICATOR	Parks	05/19/06	600.00	0.00
00007662	SCOREBOARD PORTALBE-CGRA	Parks	06/16/06	2,575.00	0.00
00007836	AIR COMPRESSOR-LARGE CAPACITY	Parks	12/15/06	799.32	0.00
00007980	SAW-POWER CUTTER 14" HUSKY 371K	Parks	06/11/07	809.96	0.00
00008071	ROOT FINDER	Parks	09/21/07	2,099.00	0.00
00008307	SCOREBOARD-STILES FIELD	Parks	08/12/07	4,168.61	0.00
00008317	IRR CONTROLLER/400 BLK N UNION-CAHOON	Parks	05/02/08	1,845.79	0.00
00008318	IRR CONTROLLER/400 BLK N UNION-CAHOON	Parks	05/02/08	1,845.79	0.00
00008319	IRR CONTROLLER/400 BLK N UNION-CAHOON	Parks	05/02/08	1,845.79	0.00
00008324	IRR CONTROLLER/306 N SYCAMORE-ENCHANTED	Parks	05/02/08	1,845.79	0.00
00008325	IRR CONTROLLER/306 N SYCAMORE-ENCHANTED	Parks	05/02/08	1,845.79	0.00
00008329	IRR CONTROLLER/800 BLK S WASH-MISSOURI	Parks	05/02/08	1,845.79	0.00
00008333	IRR CONTROLLER/807 N MISSOURI-RASC/M PUR	Parks	05/02/08	1,845.79	0.00
00008337	DRINKING FOUNTAIN-CAHOON PARK	Parks	10/18/07	3,110.00	0.00
00008339	POND PUMP/BIRD & NATURE SANTUARY	Parks	05/01/08	1,475.00	0.00
00008457	CHAINSAW-HUSKAVARNA 570 20"	Parks	07/17/08	654.95	0.00
00008530	DRINKING FOUNTAIN-RUSS DEKAY SOCCER	Parks	12/19/08	3,381.47	0.00
00008790	SWING SET-ENCHANTED LANDS	Parks	03/20/09	2,359.98	0.00
00008804	BLEACHER JIFFY MOVER	Parks	06/15/09	1,404.00	0.00
00008805	PICNIC TABLE,BROWN-ENCHANTED LANDS	Parks	06/15/09	878.90	0.00
00008806	PICNIC TABLE,GREY-ENCHANTED LANDS	Parks	06/15/09	818.10	0.00
00008952	PAINT SPRAYER-GRAFFITI REMOVAL	Parks	07/20/09	1,485.00	0.00
00008984	BBQ GRILL-ENCHANTED LANDS	Parks	08/07/09	569.00	0.00
00009821	TRAILER-FOR SOD CUTTER (ASSET #9820)	Parks	03/31/11	1,564.14	0.00
00009899	SIGN-PARKS/REC OFFICE-W ENTRANCE	Parks	04/04/11	627.62	0.00
00013167	CHAINSAW HUSQVARNA 395XP32"	Parks	04/16/12	1,116.00	0.00
00013168	CHAINSAW HUSQVARNA 576XP W/ AUTO TUNE 20	Parks	04/16/12	792.00	0.00
00013241	PORTA-COOL 24" EVAPORATIVE COOLER FOR GR	Parks	05/21/12	1,699.00	0.00
00013670	PAINT STRIPER WALK BEHIND LINE LAZER IV	Parks	11/30/12	4,996.00	0.00
00013982	POWER LINER 550 -STRIPING MACHINE FOR AT	Parks	10/05/12	1,230.00	0.00
00013988	DRINKING FOUNTAIN W/SS CARRIER @SPRING R	Parks	06/26/13	2,684.00	0.00
00014418	RODENATOR R2 REMOTE GOPHER/SQUIRREL DEVI	Parks	01/06/14	3,500.00	0.00
00014423	AIR COMPRESSOR PORTABLE PUMAINDUSTRIAL W	Parks	05/09/14	1,499.00	0.00
00023106	BACKPACK BLOWER	Parks	06/30/16	549.95	0.00
00023221	PUMP FOR SUNKEN GARDEN IN CAHOON PARK	Parks	11/09/15	1,960.25	0.00
00023222	PUMP FOR SUNKEN GARDEN IN CAHOON PARK	Parks	11/09/15	1,960.25	0.00
00023505	CHAINSAW MODEL CS-2188	Parks	12/02/16	1,200.00	0.00
00023506	POWER FLUSHER	Parks	07/18/16	1,122.00	0.00
00023554	CHAIN SAW MS 362C STI 20"	Parks	12/02/16	759.95	0.00
00024168	CHAINSAW HUSKVARNA JONSFRED 21"	Parks	10/03/16	1,225.00	0.00
00024628	CHAIN SAW GREENLEE LONG REACH HYDRAULIC	Parks	11/07/17	1,341.82	63.90
00024787	PUMP IN SUNKEN GARDEN AT CAHOON PARK	Parks	04/20/18	2,211.87	237.01
00014756	COMPUTER LAPTOP LENOVO FLEX 2 I5 DUAL MO	Parks	01/30/15	579.99	0.00
00014758	COMPUTER LAPTOP LENOVO FLEX 2 I5 DUAL MO	Parks	02/19/15	649.99	0.00
00014774	COMPUTER LAPTOP LENOVO FLEX2 15.6" I5 TO	Parks	02/09/15	579.99	0.00
00014775	TABLET SURFACE PRO 3 INTEL I5 256GB COMP	Parks	07/15/14	1,365.57	0.00
00014776	TABLET SURFACE PRO3 INTEL I5 256GB COMPU	Parks	07/15/14	1,229.01	0.00
00024789	LAPTOP TUFFBOOK DELL LATITUDE 5414 RUGGE	Parks	04/13/18	1,565.00	0.00

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00024790	LAPTOP TUFF BOOK DELL LATITUDE 5414 -DAM	Parks	04/13/18	1,565.00	0.00
00024791	LAPTOP TUFF BOOK DELL LATITUDE 5414 -JIM	Parks	05/11/18	1,679.99	0.00
00008456	CABINET-HOLDS IRRIGATION PLANS	Parks	07/25/08	1,412.64	0.00
00009253	FILE-5-DRAWER STEEL FLAT	Parks	06/28/10	974.80	0.00
00009254	FILE 5-DRAWER STEEL FLAT	Parks	06/28/10	974.81	0.00
00013983	PICNIC TABLE 6' PLASTIC COATED AT DOG PA	Parks	02/15/13	894.00	0.00
00014976	2015 CONFERENCE TABLE FOR PARKS/RECREATI	Parks	11/09/15	833.00	0.00
00014976-01	2016 CONFERENCE TABLE LABOR @ PARKS/REC	Parks	11/09/15	1,666.00	0.00
00006281-01	ZOO- LAKE SAFETY RAILING	Spring River Zoo	02/17/04	869.55	0.00
00006281-04	CHAIN LINK FENCE-LONGHORN PEN	Spring River Zoo	12/27/05	2,060.60	146.03
00006281-08	WALKWAY & CAPITAN TRAIL FY 2008 WORK	Spring River Zoo	07/09/07	1,204.84	178.62
00006281-09	2016 IMPROVEMENTS IRRIGATION, LANDSCAPIN	Spring River Zoo	02/14/16	24,869.08	14,403.46
00009168	TRAIN TRACK RAIL-ZOO	Spring River Zoo	01/29/10	4,360.00	1,188.73
00009168-01	TRAIN TRACK MATERIALS	Spring River Zoo	03/10/10	944.04	265.54
00009168-02	(22) 12# TRAIN TRACK RAIL -- 30' LONG, W	Spring River Zoo	11/07/11	4,900.00	1,783.74
00009168-03	TRACK IMPROVE 2013	Spring River Zoo	06/30/13	2,045.77	912.17
00014580	LION ENCLOSURE @ ZOO	Spring River Zoo	01/01/88	10,000.00	0.00
00014580-01	1992 IMPROVEMENT - LION ENCLOSURE - LEGI	Spring River Zoo	01/01/92	20,000.00	0.00
00014580-02	COUGAR KICK-IN -TOP OVERHANG OF PRIMARY	Spring River Zoo	12/27/17	1,498.00	1,005.04
00023628	WOODEN TRAIN DEPOT (NEXT TO FISHING POND	Spring River Zoo	11/18/16	3,385.56	2,087.88
00023628-01	WOODEN TRAIN DEPOT - STRUCTURAL ENGINEER	Spring River Zoo	10/21/16	2,580.00	1,580.25
00023628-02	2017 WOODEN TRAIN DEPOT IMPROVEMENT	Spring River Zoo	12/02/16	799.21	496.18
00024581	LONGHORN FENCE PIPE-RAIL 6' SECONDARY BA	Spring River Zoo	06/30/17	8,236.39	5,319.56
00024597-01	2017 VORTEX PROJECT MATERIALS FOR AUTO W	Spring River Zoo	05/12/17	7,377.08	4,733.82
00025217	STOCK HOLDING PEN (FENCING) -ACROSS RIVE	Spring River Zoo	08/29/18	14,469.24	10,188.88
26149	FY22 IRRIGATION AT ZOO POND	Spring River Zoo	07/28/21	41,285.60	35,780.96
26149-01	IRRIGATION SYSTEM AT ZOO POND	Spring River Zoo	11/18/21	123,737.79	107,239.55
26199	FY22 PERIMETER 8' FENCE AT ZOO	Spring River Zoo	05/25/22	59,569.29	54,605.10
26199-02	PERIMETER FENCE AT ZOO 3500' 8' CHAINLNK	Spring River Zoo	11/14/22	29,411.88	26,960.88
00003379	STORAGE, HAY @ ZOO	Spring River Zoo	01/01/80	880.66	0.00
00003391	EXHIBIT-BEHLEN #7 - MONKEY	Spring River Zoo	01/01/90	2,191.42	0.00
00003809	EXHIBIT-MONKEY HOUSE	Spring River Zoo	01/01/90	4,000.00	0.00
00012785	DISCOVERY WALL-TRAIN STORAGE SHED	Spring River Zoo	06/25/04	48.96	0.00
00012785-01	DISCOVERY WALL-GAZEBO FY 2005	Spring River Zoo	12/10/04	974.68	20.32
00012785-02	DISCOVERY WALL-FY 2005	Spring River Zoo	07/07/04	4,700.73	0.00
00012785-03	DISCOVERY WALL - FY 2006 WORK	Spring River Zoo	06/21/06	669.12	64.17
00012785-04	DISCOVERY WALL - FY 2007 WORK	Spring River Zoo	07/05/06	2,558.66	252.36
00000024	TRAIN STORAGE SHED-SEE DISCOV WALL	Spring River Zoo	01/01/71	19,298.07	0.00
00000024-01	2016 IMPROVEMENTS TO TRAIN STATION BUILD	Spring River Zoo	04/11/16	43,572.58	25,599.13
00000043	HAY BARN	Spring River Zoo	01/01/75	30,000.00	0.00
00000046	TRAIN DEPOT 1150	Spring River Zoo	01/01/76	8,952.53	0.00
00001839	TRAIN NARROW GAGE LOCOMOTIVE	Spring River Zoo	01/01/85	134,000.00	0.00
00002903	TRAILER, LEE TRANSPORT, UTILITY, VIN #54	Spring River Zoo	01/01/88	4,909.01	0.00
00003374	TRAILER GREEN 2-WHEEL UTILITY (WELDER)	Spring River Zoo	01/01/92	567.00	0.00
00003813	SPRAYER	Spring River Zoo	04/02/97	789.63	0.00
00006450	TRAILER-4 WHEEL PIPE	Spring River Zoo	01/01/85	550.00	0.00
00007399	CEMENT MIXER-PORTABLE 2005	Spring River Zoo	04/15/05	2,300.00	0.00
00007400	WELDER MIG-WIRE FEED	Spring River Zoo	04/28/05	688.46	0.00
00007807	2006 MOWER (FRONT)JD	Spring River Zoo	10/20/06	15,003.94	0.00

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00008663	TRAILER-DUMP BED	Spring River Zoo	04/20/09	6,600.00	0.00
00008739	PA/PAGING SYSTEM	Spring River Zoo	05/26/09	10,224.00	0.00
00014316	WALK BEHIND TRENCHER RTX100 W/ 13HP HOND	Spring River Zoo	07/26/13	9,484.75	0.00
00024668	2017 KAWASAKI KAF400MHS-BLACK/ZOOKEEPERS	Spring River Zoo	07/14/17	8,735.93	0.00
00009164	BRIDGE-ZOO TRAIN	Spring River Zoo	01/01/85	5,000.00	0.00
00009165	BRIDGE WEST-ZOO	Spring River Zoo	01/01/70	5,000.00	0.00
00009166	BRIDGE 'GUARDIANS'-ZOO	Spring River Zoo	01/01/63	5,000.00	0.00
00009166-01	BRIDGE BOARDS	Spring River Zoo	07/28/09	359.04	89.10
26084	ZOO POND ELECTRICITY TO 200A 1PH SERVICE	Spring River Zoo	06/25/21	11,864.10	10,035.19
00014833	AERATING WATER FOUNTAIN OTTEBINE 3HP W/L	Golf Course	04/17/15	5,902.77	3,172.80
00014834	AERATING WATER FOUNTAIN OTTEBINE 3HP W/L	Golf Course	04/17/15	5,902.77	3,172.80
00001195	AREATOR LAKE-OTTERBINE SUNBURST, CONCEPT	Golf Course	06/28/01	3,702.42	0.00
00001219	UTILITY VEHICLE-WORKMAN MODEL: 07302	Golf Course	05/20/97	12,178.78	0.00
00001219-01	FULL FLATBED	Golf Course	05/20/97	524.73	0.00
00001425	WIRE & PIPE LOCATOR-NILSSON MDL 715 W/ A	Golf Course	04/07/98	1,180.29	0.00
00003862	ROYER SOIL PROCESSOR	Golf Course	01/01/97	1,000.00	0.00
00003864	TOW DISK	Golf Course	01/01/97	750.00	0.00
00007806	2006 MOWER GROUNDSMASTER 580D 4WD	Golf Course	11/01/06	65,492.59	0.00
00000405	1996 CHEVY BUCKET TRUCK, VIN #0430	Golf Course	12/11/95	56,675.00	0.00
00014320	POLE SAW, STIHL HT131 GAS POWERED	Golf Course	02/14/14	584.96	0.00
00025034	PROJECTOR 8000 LUMEN WUXGA NEC	Convention Center	05/11/18	5,376.00	640.00
00025035	PROJECTOR 8000 LUMEN WUXGA NEC	Convention Center	05/11/18	5,376.00	640.00
00025036	PROJECTOR 8000 LUMEN WUXGA NEC	Convention Center	05/11/18	5,376.00	640.00
00025037	PROJECTOR 8000 LUMEN WUXGA NEC	Convention Center	05/11/18	5,376.00	640.00
00025038	PROJECTOR 8000 LUMEN WUXGA NEC	Convention Center	05/11/18	5,376.00	640.00
00025039	PROJECTOR 8000 LUMEN WUXGA NEC	Convention Center	05/11/18	5,376.00	640.00
00025040	PROJECTOR 8000 LUMEN WUXGA NEC	Convention Center	05/11/18	5,376.00	640.00
00025041	PROJECTOR 8000 LUMEN WUXGA NEC	Convention Center	05/11/18	5,376.00	640.00
00025042	PROJECTOR 8000 LUMEN WUXGA NEC	Convention Center	05/11/18	5,376.00	640.00
00025063	NETWORK SWITCH CISCO 48F	Convention Center	05/11/18	7,403.00	881.35
00025300	MONITOR 86" AT CONVENTION CENTER	Convention Center	07/29/19	5,056.80	1,444.80
00025301	MONITOR 86" AT CONVENTION CENTER	Convention Center	07/29/19	5,056.80	1,444.80
00013194	SHURE WIRELESS MICROPHONE SLXZ (1 OF 5)	Convention Center	08/15/11	599.00	0.00
00013195	SHURE WIRELESS MICROPHONE SLXZ (2 OF 5)	Convention Center	08/15/11	599.00	0.00
00013196	SHURE WIRELESS MICROPHONE SLXZ (3 OF 5)	Convention Center	08/15/11	599.00	0.00
00013197	SHURE WIRELESS MICROPHONE SLXZ (4 OF 5)	Convention Center	08/15/11	599.00	0.00
00013198	SHURE WIRELESS MICROPHONE SLXZ (5 OF 5)	Convention Center	08/15/11	599.00	0.00
00013199	SHURE WIRELESS LAPEL MICROPHONE SLXZ (1	Convention Center	08/15/11	599.00	0.00
00013200	SHURE WIRELESS LAPEL MICROPHONE SLXZ (2	Convention Center	08/15/11	599.00	0.00
00014780	CD PLAYER AMERICAN AUDIO UCD-200 MKLL	Convention Center	04/02/15	550.00	0.00
00014781	PROJECTOR EPSON EX5220 3LCD (POWER POINT	Convention Center	07/10/14	549.99	0.00
00023403	CITY COUNCIL- ASSISTED LISTENING SYSTEM	Convention Center	07/17/15	1,943.99	0.00
00023411	CITY COUNCIL- TOUCH PANEL VOTELYNX-RTS	Convention Center	07/17/15	3,778.61	0.00
00023675	SOUNDCRAFT FX16II MIXER FOR SOUND BOX	Convention Center	01/20/17	795.00	0.00
00025043	PROJECTION SCREEN 159" CEILING RECESSED	Convention Center	05/11/18	3,876.00	461.45
00025044	PROJECTION SCREEN 159" CEILING RECESSED	Convention Center	05/11/18	3,876.00	461.45
00025045	PROJECTION SCREEN 159" CEILING RECESSED	Convention Center	05/11/18	3,876.00	461.45
00025046	PROJECTION SCREEN 216" MOTORIZED	Convention Center	05/11/18	2,688.00	320.00
00025047	PROJECTION SCREEN 216" MOTORIZED	Convention Center	05/11/18	2,688.00	320.00

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00025048	PROJECTION SCREEN 188" MOTORIZED DA-LITE	Convention Center	05/11/18	2,355.00	280.35
00025049	PROJECTION SCREEN 188" MOTORIZED DA-LITE	Convention Center	05/11/18	2,355.00	280.35
00025050	PROJECTION SCREEN 188" MOTORIZED DA-LITE	Convention Center	05/11/18	2,355.00	280.35
00025051	PROJECTION SCREEN 188" MOTORIZED DA-LITE	Convention Center	05/11/18	2,355.00	280.35
00025052	PROJECTION SCREEN 188" MOTORIZED DA-LITE	Convention Center	05/11/18	2,355.00	280.35
00025053	PROJECTION SCREEN 188" MOTORIZED DA-LITE	Convention Center	05/11/18	2,355.00	280.35
00025054	AUDIO PROCESSING CORE QSC 510I	Convention Center	05/11/18	4,488.00	534.30
00025055	DANTE CARD	Convention Center	05/11/18	1,153.00	137.25
00025056	UPS UNINTERRUPTED POWER SUPPLY	Convention Center	05/11/18	1,730.00	205.95
00025057	UPS UNINTERRUPTED POWER SUPPLY	Convention Center	05/11/18	1,730.00	205.95
00025058	MONITOR 55" FHD PLANAR	Convention Center	05/11/18	1,275.00	151.80
00025059	MONITOR 55" FHD PLANAR	Convention Center	05/11/18	1,275.00	151.80
00025060	MONITOR 55" FHD PLANAR	Convention Center	05/11/18	1,275.00	151.80
00025061	NETWORK SWITCH CISCO 24P	Convention Center	05/11/18	4,797.00	571.10
00025062	NETWORK SWITCH CISCO 24P	Convention Center	05/11/18	4,797.00	571.10
00025064	EQUIPMENT RACK	Convention Center	05/11/18	4,103.00	488.45
00025065	CONTROL PROCESSOR CRESTON	Convention Center	05/11/18	3,398.00	404.55
00025066	ROOM SCHEDULER 7" CRESTRON	Convention Center	05/11/18	1,154.00	137.40
00025067	ROOM SCHEDULER 7" CRESTRON	Convention Center	05/11/18	1,154.00	137.40
00025068	ROOM SCHEDULER 7" CRESTRON	Convention Center	05/11/18	1,154.00	137.40
00025069	ROOM SCHEDULER 7" CRESTRON	Convention Center	05/11/18	1,154.00	137.40
00025070	ROOM SCHEDULER 7" CRESTRON	Convention Center	05/11/18	1,154.00	137.40
00025071	ROOM SCHEDULER 7" CRESTRON	Convention Center	05/11/18	1,154.00	137.40
00025072	ROOM SCHEDULER 7" CRESTRON	Convention Center	05/11/18	1,154.00	137.40
00025073	ROOM SCHEDULER 7" CRESTRON	Convention Center	05/11/18	1,154.00	137.40
00025074	TOUCH SCREEN 7" CRESTRON	Convention Center	05/11/18	898.00	106.94
00025075	TOUCH SCREEN 7" CRESTRON	Convention Center	05/11/18	898.00	106.94
00025076	TOUCH SCREEN 7" CRESTRON	Convention Center	05/11/18	898.00	106.94
00025077	TOUCH SCREEN 7" CRESTRON	Convention Center	05/11/18	898.00	106.94
00025078	TOUCH SCREEN 7" CRESTRON	Convention Center	05/11/18	898.00	106.94
00025079	TOUCH SCREEN 7" CRESTRON	Convention Center	05/11/18	898.00	106.94
00025080	TOUCH SCREEN 7" CRESTRON	Convention Center	05/11/18	898.00	106.94
00025082	STAND ALONE 4K DECODER	Convention Center	05/11/18	634.00	75.50
00025083	STAND ALONE 4K DECODER	Convention Center	05/11/18	634.00	75.50
00025084	STAND ALONE 4K DECODER	Convention Center	05/11/18	634.00	75.50
00025085	STAND ALONE 4K DECODER	Convention Center	05/11/18	634.00	75.50
00025086	STAND ALONE 4K DECODER	Convention Center	05/11/18	634.00	75.50
00025087	STAND ALONE 4K DECODER	Convention Center	05/11/18	634.00	75.50
00025088	STAND ALONE 4K DECODER	Convention Center	05/11/18	634.00	75.50
00025089	STAND ALONE 4K DECODER	Convention Center	05/11/18	634.00	75.50
00025090	STAND ALONE 4K DECODER	Convention Center	05/11/18	634.00	75.50
00025091	STAND ALONE 4K DECODER	Convention Center	05/11/18	634.00	75.50
00025092	STAND ALONE 4K DECODER	Convention Center	05/11/18	634.00	75.50
00025093	STAND ALONE 4K DECODER	Convention Center	05/11/18	634.00	75.50
00025094	STAND ALONE 4K DECODER	Convention Center	05/11/18	634.00	75.50
00025095	STAND ALONE 4K DECODER	Convention Center	05/11/18	634.00	75.50
00025096	STAND ALONE 4K DECODER	Convention Center	05/11/18	634.00	75.50
00025097	STAND ALONE 4K DECODER	Convention Center	05/11/18	634.00	75.50
00025098	STAND ALONE 4K DECODER	Convention Center	05/11/18	634.00	75.50

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00025099	STAND ALONE 4K DECODER	Convention Center	05/11/18	634.00	75.50
00025100	STAND ALONE 4K ENCODER	Convention Center	05/11/18	700.00	83.35
00025101	STAND ALONE 4K ENCODER	Convention Center	05/11/18	700.00	83.35
00025102	STAND ALONE 4K ENCODER	Convention Center	05/11/18	700.00	83.35
00025103	STAND ALONE 4K ENCODER	Convention Center	05/11/18	700.00	83.35
00025104	N-COMMAND CONTROL APPLIANCE SVSI	Convention Center	05/11/18	1,594.00	189.75
00025105	WIRELESS HANDHELD TRANSMITTER SHURE	Convention Center	05/11/18	571.00	68.00
00025106	WIRELESS HANDHELD TRANSMITTER SHURE	Convention Center	05/11/18	571.00	68.00
00025107	WIRELESS HANDHELD TRANSMITTER SHURE	Convention Center	05/11/18	571.00	68.00
00025108	WIRELESS HANDHELD TRANSMITTER SHURE	Convention Center	05/11/18	571.00	68.00
00025109	WIRELESS HANDHELD TRANSMITTER SHURE	Convention Center	05/11/18	571.00	68.00
00025110	WIRELESS HANDHELD TRANSMITTER SHURE	Convention Center	05/11/18	571.00	68.00
00025111	WIRELESS HANDHELD TRANSMITTER SHURE	Convention Center	05/11/18	571.00	68.00
00025112	WIRELESS HANDHELD TRANSMITTER SHURE	Convention Center	05/11/18	571.00	68.00
00025113	WIRELESS ACCESS POINT SHURE	Convention Center	05/11/18	3,013.00	358.70
00025114	WIRELESS ACCESS POINT SHURE	Convention Center	05/11/18	3,013.00	358.70
00025115	8-DEVICE NETWORK CHARGER SHURE	Convention Center	05/11/18	1,571.00	187.05
00025116	8-DEVICE NETWORK CHARGER SHURE	Convention Center	05/11/18	1,571.00	187.05
00023412	CITY COUNCIL- VOTELYNX AGENDAQUICK WORKF	Convention Center	07/17/15	3,153.62	0.00
00025081	COMPUTER INTEL NUC	Convention Center	05/11/18	1,667.00	0.00
26365	FENCE -CMU BLOCK WALL & WROUGHT IRON @CC	Convention Center	06/12/23	201,708.95	190,783.10
00000017-04	STAGE FY 2007	Convention Center	02/05/07	26,250.00	3,347.84
00001295	WATER SOFTENER, CIVIC CENTER, QUOTE Q-12	Convention Center	06/03/97	1,988.00	0.00
00001743	SINK, S/S, 3 BASIN	Convention Center	01/01/96	2,500.00	0.00
00001744	STAND, UTILITY, S/S	Convention Center	01/01/96	550.00	0.00
00001747	SINK, S/S, 1 BASIN	Convention Center	01/01/96	1,000.00	0.00
00001749	RAMP, HANDICAP	Convention Center	01/01/96	2,000.00	0.00
00001750	SOUND SYSTEM, DAVIS	Convention Center	01/01/96	10,000.00	0.00
00001751	CART, TRAY SLIDE	Convention Center	01/01/96	800.00	0.00
00001752	CART, TRAY SLIDE	Convention Center	01/01/96	800.00	0.00
00001753	CART, TRAY SLIDE	Convention Center	01/01/96	800.00	0.00
00001757	SINK, S/S, 3 BASIN	Convention Center	01/01/96	3,800.00	0.00
00001758	SINK, S/S, 1 BASIN	Convention Center	01/01/96	2,100.00	0.00
00001759	FOOD TRANSPORTER	Convention Center	01/01/96	3,500.00	0.00
00001760	FOOD TRANSPORTER-WARMER	Convention Center	01/01/96	3,500.00	0.00
00001761	TABLE, PREPARATION, S/S(LONG)	Convention Center	01/01/96	1,500.00	0.00
00001763	SINK, S/S, 2 BASIN	Convention Center	01/01/96	3,100.00	0.00
00001765	TABLE, PREPARATION, S/S(LONG)	Convention Center	01/01/96	1,500.00	0.00
00001766	BRAISING PAN-STEAMER, CLEVELAND	Convention Center	01/01/96	8,000.00	0.00
00001767	OVEN, STACKING, DOUBLE	Convention Center	01/01/96	8,500.00	0.00
00001768	FREEZER, 1 DOOR	Convention Center	01/01/96	3,200.00	0.00
00001769	HOT FOOD UNIT (3 WELL), VICTORY	Convention Center	01/01/96	5,000.00	0.00
00001770	RANGE, BURNER TOP, US RANGE	Convention Center	01/01/96	4,200.00	0.00
00001771	RANGE, BURNER TOP, US RANGE	Convention Center	01/01/96	4,200.00	0.00
00001772	RANGE, GRIDDLE TOP, US RANGE	Convention Center	01/01/96	3,800.00	0.00
00001773	FRYER, DOUBLE WELL	Convention Center	01/01/96	4,500.00	0.00
00003795	FOLDING PARTITION FOR CIVIC CENTER	Convention Center	08/12/97	63,476.00	0.00
00004553	STEAM CLEANER	Convention Center	09/09/02	4,200.00	0.00
00004695	VACUUM 28" FLOOR WIDE AISLE	Convention Center	09/20/03	830.00	0.00

City of Roswell
Destroyed Assets - October 2024 Flood
1/29/2025

ASSET	DESCRIPTION	LOCATION DESC	DATE ACQ	ACQ COST	CURR BOOK VAL
00013996	SCISSOR LIFT SKY JACK SJ1113220	Convention Center	08/08/12	12,970.00	0.00
00025355	MANITOWOC ICE CUBER MODEL IY-0324A INDIG	Convention Center	07/01/19	6,039.11	1,725.48
00025356	CARTER-HOFFMANN MOBILE REFRIGERATOR MDL	Convention Center	07/01/19	13,672.13	3,906.36
00025357	SCOTMAN PRODIGY PLUS ICE MAKER MDL C0322	Convention Center	07/01/19	5,257.49	1,502.16
00025358	HANDY LINE HEATED HOLDING CABINET 2DR MD	Convention Center	07/01/19	6,613.28	1,889.52
00025359	HANDY LINE HEATED HOLDING CABINET 2DR MD	Convention Center	07/01/19	6,613.27	1,889.52
00025388	VULCAN DOUBLE STACK CONVECTION OVEN 120,	Convention Center	06/18/20	12,499.00	5,207.82
26176	SMOKER OVEN COOKSHACK MODEL # FEC240	Convention Center	02/07/22	10,043.13	6,575.89
26195	CTM COMMERCIAL WATER SOFTENER	Convention Center	03/29/22	6,956.25	4,637.57
26515	MANITOWOC ICEMAKER 30"W MODEL 662751	Convention Center	03/20/24	6,250.00	5,952.40
00007776	FLOOR MACHINE W/PAD DRIVER (1.5 HP)	Convention Center	09/15/06	950.00	0.00
00007908	VACUUM CLEANER-BLUE	Convention Center	02/16/07	1,149.00	0.00
00009617	CARPET CLEANER-RICCAR	Convention Center	07/28/10	1,299.00	0.00
00009657	OPERATOR-ELECT GARAGE DOOR OPENER	Convention Center	08/30/10	861.90	0.00
00009658	OPERATOR-ELECT GARAGE DOOR OPENER	Convention Center	08/30/10	861.90	0.00
00009901	ICE MACHINE MAWOC 600-CIVIC CENTER	Convention Center	03/10/11	2,840.74	0.00
00013993	CUBER (ICE) MAWOC 270 SERIES QD272A	Convention Center	03/01/13	2,487.95	0.00
00014779	VACUUM 28" POWER ELITE MODEL PF28SV	Convention Center	02/20/15	1,578.00	0.00
00023097	CARPET EXTRACTOR 9 GALLON PROWLER MODEL	Convention Center	10/26/15	1,719.39	0.00
00024634	MOBILE ICE CADDY, SLIDING LID	Convention Center	10/06/17	669.77	23.92
00024635	FLOOR SCRUBBER TORNADO MODEL 99680T-C	Convention Center	08/25/17	4,990.00	59.40
00001296	TABLE-CARVED PUEBLO WEST	Convention Center	07/09/97	750.00	0.01
00001297	TABLE-CARVED GREAT SOUTHWEST 44X96X30	Convention Center	07/09/97	1,925.00	0.00
00001299	TABLE SLATE/HAMMERED ANTIQUE BRASS & WOO	Convention Center	07/09/97	500.00	0.00
00001738	TABLE, PREPARATION, BAKER'S(LONG)	Convention Center	01/01/96	1,500.00	0.00
00001739	TABLE, PREPARATION, S/S(SHORT) @ CONCESS	Convention Center	01/01/96	700.00	0.00
00001740	SINK, S/S, 1 BASIN	Convention Center	01/01/96	2,100.00	0.00
00001775	TABLE, CONFERENCE	Convention Center	01/01/96	900.00	0.00
00001778	FILE, FIRE RESISTANT, 2 DRAWER,TURTLE -R	Convention Center	01/01/96	600.00	0.00
00007972	CREDENZA HON - ALLISON DESK	Convention Center	06/29/07	725.00	0.00
00023405	CITY COUNCIL- VOTELYNX XLG MEETING,VOTIN	IT Dept	07/17/15	30,825.66	0.00
26290	Fortinet 601F Firewall	IT Dept	02/21/23	26,907.04	21,461.60
26291	Fortinet 601F Firewall	IT Dept	02/21/23	26,907.04	21,461.60
00006312	COMPUTER, APPLE IMAC-CAROLINE	IT Dept	07/01/03	1,992.00	0.00
00025206	DELL POWER EDGE R440 SERVER	IT Dept	08/13/18	5,369.59	0.00
00025208	DELL POWER EDGE R440 SERVER	IT Dept	08/13/18	5,369.59	0.00
26228	NETWORK EXTREME SWITCHING BASE X590	IT Dept	06/28/22	8,723.63	2,665.57
26229	NETWORK EXTREME SWITCHING BASE X590	IT Dept	06/28/22	8,723.63	2,665.57
26390	FY24 Synology Server	IT Dept	09/07/23	6,234.88	5,492.65
00008093	2008 CHEVY-EQUINOX VIN #86982	IT Dept	02/09/08	19,933.00	0.00
00012997	SERVER RACK 4' DELL 2420	IT Dept	09/12/11	1,250.64	0.00
00014998	TR VIDEO EQUIPMENT FOR COUNCIL MEETINGS	IT Dept	06/15/15	4,820.85	0.00
00023303	FORTINET FORTIANALYZER VM	IT Dept	08/14/15	1,405.37	0.00
00023356	DL360E G8 E5-2403V2 1.8 1P 4G 8SFF + SMA	IT Dept	08/21/15	1,230.00	0.00
00023357	DL360E G8 E5-2403V2 1.8 1P 4G 8SFF + SMA	IT Dept	08/21/15	1,230.00	0.00
00023363	TRIPP 8-PORT CONSOLE KVM SWITCH, 17" LCD	IT Dept	03/04/16	1,191.92	0.00
00023380	CITY COUNCIL- DESKTOP BASE TRANSCEIVER	IT Dept	07/17/15	1,191.92	0.00
00023381	CITY COUNCIL- DESKTOP BASE TRANSCEIVER	IT Dept	07/17/15	1,191.92	0.00
00023382	CITY COUNCIL- DESKTOP BASE TRANSCEIVER	IT Dept	07/17/15	1,191.92	0.00

City of Roswell
Destroyed Assets - October 2024 Flood
1/29/2025

ASSET	DESCRIPTION	LOCATION DESC	DATE ACQ	ACQ COST	CURR BOOK VAL
00023383	CITY COUNCIL- DESKTOP BASE TRANSCEIVER	IT Dept	07/17/15	1,191.92	0.00
00023384	CITY COUNCIL- DESKTOP BASE TRANSCEIVER	IT Dept	07/17/15	1,191.92	0.00
00023385	CITY COUNCIL- DESKTOP BASE TRANSCEIVER	IT Dept	07/17/15	1,191.92	0.00
00023386	CITY COUNCIL- DESKTOP BASE TRANSCEIVER	IT Dept	07/17/15	1,191.92	0.00
00023387	CITY COUNCIL- DESKTOP BASE TRANSCEIVER	IT Dept	07/17/15	1,191.92	0.00
00023388	CITY COUNCIL- DESKTOP BASE TRANSCEIVER	IT Dept	07/17/15	1,191.92	0.00
00023389	CITY COUNCIL- DESKTOP BASE TRANSCEIVER	IT Dept	07/17/15	1,191.92	0.00
00023390	CITY COUNCIL- DESKTOP BASE TRANSCEIVER	IT Dept	07/17/15	1,191.92	0.00
00023391	CITY COUNCIL- DESKTOP BASE TRANSCEIVER	IT Dept	07/17/15	1,191.92	0.00
00023392	CITY COUNCIL- DESKTOP BASE TRANSCEIVER	IT Dept	07/17/15	1,191.92	0.00
00023393	CITY COUNCIL- DESKTOP BASE TRANSCEIVER	IT Dept	07/17/15	1,191.92	0.00
00023394	CITY COUNCIL- DESKTOP BASE TRANSCEIVER	IT Dept	07/17/15	1,191.92	0.00
00023395	CITY COUNCIL- DESKTOP BASE TRANSCEIVER	IT Dept	07/17/15	1,191.92	0.00
00023396	CITY COUNCIL- DESKTOP BASE TRANSCEIVER	IT Dept	07/17/15	1,191.92	0.00
00023406	CITY COUNCIL- VOTELYNX LCD TIMER DISPLAY	IT Dept	07/17/15	1,191.92	0.00
00023407	CITY COUNCIL- VOTELYNX LCD TIMER DISPLAY	IT Dept	07/17/15	1,191.92	0.00
00024690	HP DL360 G9 SERVER	IT Dept	10/23/17	1,191.92	54.64
00023358	COMPUTER SERVER HP PROLIANT DL160 G9 INT	IT Dept	08/21/15	1,191.92	0.00
00023359	COMPUTER SERVER HP PROLIANT DL160 G9 INT	IT Dept	08/18/15	1,191.92	0.00
00023439	SERVER HP DL180 GEN 9	IT Dept	08/21/15	1,191.92	0.00
00024792	LAPTOP TUFF BOOK DELL LATITUDE 5414 -TRE	IT Dept	05/11/18	1,191.92	0.00
00013306	COMPUTER SERVER	Consol Dispatch	09/26/11	6,944.98	0.00
00013307	COMPUTER SERVER	Consol Dispatch	09/26/11	6,944.98	0.00
00013308	COMPUTER SERVER	Consol Dispatch	09/26/11	6,944.98	0.00
00013309	POWER VALUT MD 3620	Consol Dispatch	07/18/11	19,778.10	0.00
00014869	TRIPPLITE BATTERY BACK-UPS FOR SERVERS (	Consol Dispatch	06/26/15	7,689.68	0.00
00014865	RACK MOUNT SERVER DELL	Consol Dispatch	09/12/14	9,427.69	0.00
26530	SYNOLOGY UNIFIED CONTROLLER 12 HARDDRIVE	Consol Dispatch	05/30/24	6,218.72	5,873.24
00014569	CYSCO 48-PORT SWITCH @ DISPATCH	Consol Dispatch	02/07/14	3,583.15	0.00
00014571	JUNIPER GATEWAY SRX210BE @ DISPATCH	Consol Dispatch	11/15/13	846.54	0.00
00014866	CISCO NETWORK SWITCH (24 PORT)	Consol Dispatch	02/17/15	2,352.90	0.00
00014867	CISCO NETWORK SWITCH (24 PORT)	Consol Dispatch	02/17/15	2,352.90	0.00
00014868	CISCO NETWORK SWITCH 48 PORT, LAYER 3	Consol Dispatch	02/17/15	4,650.00	0.00
00014870	BATTERY BACK-UPS FOR SERVERS (2)	Consol Dispatch	06/26/15	1,287.20	0.00
00009751	CICSO SWITCH/PVRCC	Consol Dispatch	01/19/11	1,781.47	0.00
00013251	DELL PRECISION T1600 COMPUTER W/MONITOR	Consol Dispatch	02/23/12	983.14	0.00
00013252	DELL PRECISION T1600 COMPUTER W/MONITOR	Consol Dispatch	02/23/12	983.14	0.00
00013255	DELL PRECISION T1600 COMPUTER W/MONITOR-	Consol Dispatch	02/23/12	983.14	0.00
00013257	DELL PRECISION T1600 COMPUTER W/MONITOR-	Consol Dispatch	02/23/12	983.14	0.00
00013258	DELL PRECISION T1600 COMPUTER W/MONITOR-	Consol Dispatch	02/23/12	983.14	0.00
00013259	DELL PRECISION T1600 COMPUTER W/MONITOR-	Consol Dispatch	02/23/12	983.14	0.00
00013260	DELL PRECISION T1600 COMPUTER W/MONITOR-	Consol Dispatch	02/23/12	983.14	0.00
00024229	LAPTOP HP ZBOOK 15 G3 I7 @ RADIO POSITIO	Consol Dispatch	06/09/17	1,282.00	0.00
00024770	COMPUTER DELL 7050 DESKTOP FOR DISPATCH	Consol Dispatch	04/27/18	1,115.00	0.00
00024771	COMPUTER DELL 7050 DESKTOP FOR DISPATCH	Consol Dispatch	04/27/18	1,115.00	0.00
00024772	COMPUTER DELL 7050 DESKTOP FOR DISPATCH	Consol Dispatch	04/27/18	1,115.00	0.00
00024773	COMPUTER DELL 7050 DESKTOP FOR DISPATCH	Consol Dispatch	04/27/18	1,115.00	0.00
00024774	COMPUTER DELL 7050 DESKTOP FOR DISPATCH	Consol Dispatch	04/27/18	1,115.00	0.00
00024775	COMPUTER DELL 7050 DESKTOP FOR DISPATCH	Consol Dispatch	04/27/18	1,115.00	0.00

City of Roswell
Destroyed Assets - October 2024 Flood
1/29/2025

ASSET	DESCRIPTION	LOCATION DESC	DATE ACQ	ACQ COST	CURR BOOK VAL
00024776	COMPUTER DELL 7050 DESKTOP FOR DISPATCH	Consol Dispatch	04/27/18	1,115.00	0.00
00003526	STIHL CHAINSAW, MODEL 038, 20IN	South Park Cemetery	06/27/94	634.95	0.00
00000015	ADULT CENTER (RASC) (2154243)	Recreation	01/01/65	186,014.00	0.00
00000015-01	RAC - PROFESSIONAL SERV FY 2007 (215424	Recreation	01/11/07	10,122.72	1,249.14
00000015-02	RASC-ALARM SYS UPGRADE (2154243)	Recreation	07/01/06	4,991.88	492.32
00000015-03	RASC-STAGE STEPS (2154243)	Recreation	06/01/07	1,688.00	243.42
00000015-04	RAC - NEW ADDITION/PROF SERV-FY 2009 (2	Recreation	09/24/08	455,970.79	94,024.75
00000015-05	2016 DOOR - RAC INSIDE OFFICE DOOR - LAU	Recreation	03/11/16	610.00	356.00
00000015-06	RAC - NEW ADDITION/PROF SERV-FY 2010 (2	Recreation	07/01/09	349,345.94	86,528.03
00000015-07	2016 RAC - INTERNET WIRING (2154243)	Recreation	04/08/16	60,544.25	35,570.03
00000015-08	RAC - MAT'L-LABOR/ROOF COATING SYS FY 20	Recreation	04/29/10	95,981.40	27,358.84
00000015-09	2016 RAC - WIRING FOR DATA (2154243)	Recreation	04/11/16	1,403.82	824.85
00000015-10	FLOORING "TRIPLE THREAT" FOR PILATE ROOM	Recreation	11/28/22	16,647.30	15,260.10
00000056	POE CORN BATHHOUSE	Recreation	01/01/65	15,000.00	0.00
00002504	SOUND SYSTEM FOR MOBILE STAGE (2154246	Recreation	06/29/00	8,975.00	0.00
00002938	PORTABLE SHUFFLEBOARD COURT at RAC	Recreation	06/30/00	1,176.63	0.00
00002940	FLAGPOLE at RAC	Recreation	01/01/75	527.71	0.00
00008238	BLEACHERS-SPEEDY W/TRAILER (2154246)	Recreation	12/13/07	32,138.00	0.00
00008239	BLEACHERS-SPEEDY W/TRAILER (2154246)	Recreation	12/13/07	32,138.00	0.00
00008462	STAGE-PORTABLE (2154246)	Recreation	07/25/08	7,474.00	0.00
00014469	2013 HVAC UNIT MDL #YSC060E3EMA1H - ROOM	Recreation	10/25/13	6,142.75	0.00
00014828	HVAC UNIT CARRIER MDL#48TCFA05A2A5A0A0A	Recreation	02/20/15	9,760.16	0.00
26303	TREADMILL PRECOR TRM 631 BLACK FRAME	Recreation	02/14/23	5,228.60	4,170.41
26304	TREADMILL PRECOR TRM 631 BLACK FRAME	Recreation	02/14/23	5,228.60	4,170.41
26305	TREADMILL PRECOR TRM 631 BLACK FRAME	Recreation	02/14/23	5,228.60	4,170.41
26306	ELLIPTICAL PRECOR 731 EFX BLACK FRAME	Recreation	02/14/23	5,394.72	4,302.98
26307	ELLIPTICAL PRECOR 731 EFX BLACK FRAME	Recreation	02/14/23	5,394.72	4,302.98
26349	HVAC GAS HEAT PKG 5T @ ADULT CTR	Recreation	05/01/23	6,876.00	5,729.96
26500	HVAC CARRIER 3 TON UNIT ROOFTOP	Recreation	03/04/24	8,877.23	8,454.51
00003460	STAGE-MOBILE SOUND, VIN #4002 (2154246)	Recreation	10/18/99	76,729.39	0.00
00007666	PROJECTOR VIDEO/COMPUTER LAB at RAC	Recreation	01/27/06	891.09	0.00
00008649	PROJECTOR-INFOCUS DLP at RAC (2154243)	Recreation	02/17/09	1,074.29	0.00
00008650	TV-SONY 52" LCD at RAC (2154243)	Recreation	02/17/09	2,247.52	0.00
00009827	CHAIR-D CHEATEM (2154246)	Recreation	11/16/10	789.99	0.00
00008558	2009 FORD VAN 12 PASS - BACKUP EXTRA	Comm Enhancement	02/09/09	20,703.00	0.00
00025184	2019 FORD F-250 SD (10/19/24 FLOOD)	WM&T	04/23/19	37,661.00	0.00
00025203	2018 ROSENBAUER LADDER TRUCK (10/19/24 FLOOD	Fire Dept	03/20/19	997,859.00	0.00
00009157	2010 PIERCE IMPEL FIRE TRUCK (10/19/24 FLOOD)	Fire Dept	04/23/10	453,157.00	0.00
26027	2020 PIERCE PRCA PUMP TRUCK (10/19/24 FLOOD)	Fire Dept	08/07/20	474,800.07	102,873.35
00013112	2012 PIERCE SABER GEM AERIAL (10/19/24 FLOOD)	Fire Dept	05/21/12	672,285.00	0.00
26374	2022 PIERCE SABER PUMPER (10/19/24 FLOOD)	Fire Dept	04/05/23	646,669.00	485,001.70
				10,115,271.70	2,684,288.22

RESOLUTION 25-07

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO AUTHORIZING THE DISPOSAL OF ASSETS DAMAGED OR DESTROYED IN THE FLOOD OF OCTOBER 19-20, 2024.

WHEREAS, a flood occurred in Roswell, New Mexico, on October 19-20, 2024, resulting in significant damage to various City-owned assets including building improvements, land improvements, vehicles, equipment, furniture, computers; and;

WHEREAS, following the flood, several assets were rendered unusable, beyond repair, or destroyed and are no longer of any value to the City; and

WHEREAS, the City of Roswell's departments have conducted a thorough assessment of the damaged assets and determined that these assets are eligible for disposal under applicable guidelines; and

WHEREAS, NMSA 3-54-2 requires the disposal of certain public property to be authorized by the appropriate authority and that notice be provided to the NM Department of Finance; and

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL, AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, hereby

1. The following assets are hereby authorized for disposal due to damage caused by the flood on October 19-20, 2024
2. The Finance Department is authorized to proceed with the disposal of these assets.
3. Notice will be provided to the NM Department of Finance.
4. This resolution shall take effect immediately upon adoption.

PASSED, ADOPTED, SIGNED AND APPROVED on this 13th day of February 2025.

_____

Timothy Z. Jennings, Mayor

CITY SEAL

ATTEST

_____

Amalia Martinez, City Clerk

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 18.
Meeting Date: 02/13/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Authorization for ratification for PO 22501743 for repair of 20" water line leak on West Bland St. to White Cloud Pipeline in the amount of $104,554.27 including GRT, to include a budget adjustment of $18,629.08 (Corn/Valadez)

BACKGROUND:
Initiated by: Andrew Valadez

The City has a large diameter water line break on a 20" concrete transmission line on West Bland Rd. The large diameter water line repair work was awarded to White Cloud Pipeline utilizing RFP-25-001 On Call Utility Repair Services. This is specialized repair work which requires an excavator, shoring equipment and welding steel reinforcement bands.

FINANCIAL CONSIDERATION

- Funding Source - This item will be funded in part through the regular operating budget using the Infrastructure Maintenance and Repair account 5300-4354-614020 with a budget balance of $85,425.19.
- Funding Source - Budget adjustment to Infrastructure Maintenance and Repair account 53004354-614020 in the amount of $18,629.08.
- Funding Source - PO 22501743 encumbrance of $500.00

LEGAL REVIEW:
No Legal review required at this time.

BOARD AND COMMITTEE ACTION:
Infrastructure referred to Finance Committee 5-0 at their meeting on 1/27/25. Finance Committee Meeting on 2/6/2025 voted (5-0) to recommend approval of this item to February 13, 2025 City Council.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

White Cloud Pipeline Quote
Notice of Award

White Cloud
PIPELINE CORP

QUOTATION

PO Box 2184
Roswell, NM 88202
575-622-5995 Fax 575-622-3167

NM License # 34206 Exp. 4/30/27
PW # 002269020110621 Exp. 6/21/26
EIN # 85-0398058

To: City of Roswell
Attn: Louis Najar / Andrew Valadez
Re: Bland 20" RCP Water Main Emergency Repair

Date: 1/9/25

Acknowledged: 2025 Type A Wages

20" RCP Water Main at W Bland St & Willow Dr

Pothole and excavate 20" RCP to determine source of leak – 6" valve at cross leaking
Verify pipe depth, size, composition, and concrete thickness – 7.5' to top of 20" RCP pipe
Pothole to verify and locate existing utilities within repair zone
Remove concrete sidewalk and curb & gutter in conflict with necessary excavation
Remove, temporarily relocate, and restore appx 120' of property owner fence
Excavate repair zone to below existing 20" RCP waterline and tie in locations
Remove existing 20" cross and 6" valves
Install appx 40' of 20" C900 pipe
Install 20" flanged butterfly valve, megaflanges and valve box with riser
Remove concrete from existing RCP at tie back locations
Install .25" thick steel reinforcement bands to RCP steel liner at tie back locations
Install 20" HYMAX couplings to tie new C900 pipe to existing RCP
Hand chlorination of pipe, fittings, and tie ins
Flowfill to 1' over pipe and at valve and connection locations – ½ sack flowfill
Backfill excavation zone to original grade at 90% density
Haul off of spoil dirt and concrete
Concrete sidewalk and curb & gutter to be replaced by Abraham's under existing City contract
2 ea 20" High Range HYMAX couplings to be borrowed from City and replaced to City inventory

By City:
40' 20" C900 Pipe
6" Water pump and maintain pump as necessary
Traffic Control
Construction Water

Exclusions:
Bonds (avail @ 1.75%)
Excess or special insurance
Permits / Survey / SWPPP
Density Testing / Pressure Testing / Bact Testing

Bland 20" RCP Water Main Emergency Repair	Lump Sum	$ 96,903.00 + NMGRT

Proudly Serving NM Since 1992

ROSWELL
Engineering

To: Arely Peek
Purchasing Agent

January 9, 2025

Re: Recommendation of Award
Urgent repair of 20" water main leak on W. Bland near Willow Dr.
RFP-25-001 – On-Call Utility Repair Services

The City of Roswell has a significant water leak of a 20" diameter water line on W. Bland in the vicinity of Willow Dr. The leak is located in the roadway and is considered deep trenching with a depth of 8' to the top of pipe. Work will require removal of existing 20" CCP, tee and other fittings. Replace with 40 foot of 20" diameter PVC C-905, 20" butterfly valve, mega-lug connections, trenching to meet OSHA, flow fill, backfill trench and other associated work.

Upon review, I hereby recommend award of the work to White Cloud Pipeline, who is already mobilized doing other current water line repairs. Award amount to be $104,554.27 (includes GRT), issue PO as soon as possible, proceed through Infrastructure & Finance Committees and February 2025 City Council for ratification. Quote is attached.

Engineering has obtained a State Wage Decision to comply with New Mexico Department of Work Force Solutions.

If you have any questions, please contact me.

Sincerely,

Louis Najar, P.E.
City Engineer

White Cloud
PIPELINE CORP

QUOTATION

PO Box 2184
Roswell, NM 88202
575-622-5995 Fax 575-622-3167

NM License # 34206 Exp. 4/30/27
PW # 002269020110621 Exp. 6/21/26
EIN # 85-0398058

To: City of Roswell
Attn: Louis Najar / Andrew Valadez
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Traffic Control
Construction Water

Exclusions:
Bonds (avail @ 1.75%)
Excess or special insurance
Permits / Survey / SWPPP
Density Testing / Pressure Testing / Bact Testing

LANAT AR Engr 1-9-2025

Bland 20" RCP Water Main Emergency Repair	Lump Sum	$ 96,903.00 + NMGRT	
GRT	7.8958%	7651.27	

Proudly Serving NM Since 1992 # 104,554.27

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 19.
Meeting Date: 02/13/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Authorization for ratification of the purchase in the amount of $144,988.81 (including GRT) to McClain Yu Architecture for planning and design of the HVAC system at the Roswell Police Department Headquarters. (Corn/Rogers)

BACKGROUND:
Initiated by: Mac Rogers

This request is for ratification of the purchase of engineering services for the HVAC systems at the Roswell Police department in the amount of $144,988.81 to McClain + Yu. The services will be procured through City of Roswell On-Call Engineering RFP 25-002. A life cycle cost analysis will be performed - potentially consider three different systems. The funding source for this project had an encumbrance deadline of December 31st and the funds are now fully encumbered.

FINANCIAL CONSIDERATION
Project is planned to be funded with American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund.

LEGAL REVIEW:
Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
Finance Committee recommended approval 5-0 at the February 6th meeting.

STAFF RECOMMENDATION:
proceed as presented

Attachments

Quote

McCLAIN + YU
ARCHITECTURE & DESIGN

Mr. Mac Rogers
Project Manager
City of Roswell
425 N. Richardson Ave
Roswell, NM 88201

Mr. Rogers, December 23, 2024

Thank you for contacting our office regarding proposed upgrades to the City of Roswell Police Department Headquarters Building at 128 W Second Street in Roswell, NM. McClain + Yu has designed similar projects within strict limitations on budget and schedule such as: New Mexico Tech Administration Building Renovation (1893 & 1929 original construction, Eastern New Mexico University Administration Building Renovation (1929 original construction), University of New Mexico Clark Hall Chemistry Building Renovation (1950 original construction).

We received a copy of the City of Rosweel Multi-Facility Condition Assessment & Capital Improvement Needs Report by Visions in Planning, Inc. dated June 8, 2018. The purpose of this letter is to provide a proposal for Professional Design Services necessary to undertake the work. We understand that the city would like to compare systems initially and then proceed with the design of a replacement system. The building size is approximately 36,850 Square Feet.

We understand that the primary focus of the project is an HVAC systems replacement. The installation and renovation of other areas of the building may become necessary as the specific design requirements are refined. We propose to provide these services be provided in two steps so as to design to the City of Roswell's available resources and desired forms of upgrade.

We feel that we can deliver this project with similar success. At this time, is not anticipated that Surveying, Civil Engineering, Telecom Engineering or Landscape Architect services will be required for the project so they are not included as a part of this proposal. At this point, building plumbing will not be included in the scope of work except as such work is required by the HVAC upgrades. We do understand that the basement lift station will be in need of design and replacement along with the sanitary sewer from the lift station to the street. LEED Services are not anticipated to be required and so are not included in this proposal. McClain + Yu would serve as the architect and primary point of contact. Testudo Engineering would serve as Mechanical, Plumbing & Electrical engineer.

We are proposing the work to be tackled in four phases. Each phase would take on half of one of the two floors. In this design services proposal, we propose design services for As Built Computer Drawings and Schematic Design to cover all four phases to understand the project. The first phase would include the lift station design, the as built drawings and the project manual. These would be items that would be reused in phases 2,3, and 4. Fees for phases are weighted to reflect the added effort for the Initial Design Scope. Please find our fee proposal below. Please also see the attached spreadsheet for additional detail. Design Development, Construction Documents, Bidding and Construction Administration would be undertaken with a separate contract as funding allows and are not included here. Similarly, Bid Phase and Construction Administration Services for Phase 1 would be undertaken with a separate contract as funding allows and are not included here.

FEE PROPOSAL COR POLICE HQ BUILDING HVAC UPGRADES

INITIAL SCOPE OF WORK	**PHASE I FEE**	**$ 133,100.63**
1. Life Cycle Cost Analysis of Three HVAC Systems		
VRF System		
Second System TBD as we know more		
Third System TBD as we know more		
2. Project Budget Including Separate Pricing for:		
LED Replacement Lighting		
Ceilings		
Other Improvements by Option		
3. Project 3D Modelling of Building Necessary for Calculations/Quantity Take Offs		
4. Schematic Design – All Phases		
5. Design Development – Phase I Only		
6. Construction Documents – Phase I Only		
7. Note: Bidding and Construction Administration Services under separate contract		
8. Note: Design beyond SD for Phases 2, 3, and 4 under separate contract		
REIMBURSABLES (INCL TAX)		
Four Trips ABQ| ROS (402 miles)		
Standard IRS Mileage Rate ($.67/mile)		$ 1,616.04
	SUBTOTAL	$134,716.67
	NM GRT	$ 10,272.15
	TOTAL	**$ 144,988.81**

Thank you for the opportunity to propose on this project with COR. Please sign below as an indication of COR's acceptance of this proposal.

Raimund McClain, Principal
McClain + Yu Architecture & Design

Mac Rogers
Project Manager
City of Roswell

Regular City Council Meeting 20.
Meeting Date: 02/13/2025
COMMITTEE: N/A **CONTACT:** Amalia Martinez
CHAIR: Mayor Pro Tem

Summary:
Approval of the minutes from the Regular City Council Meeting on January 9, 2025.
(Halvorson/Martinez)

Attachments

DRAFT CC Minutes January 2025

Roswell City Council
Chaves County Administrative Center
Commission Chambers - #1 St. Mary's Place
Thursday, January 9, 2025 at 6:00 p.m.

Notice of this meeting was given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 24-23.

The meeting reconvened at 6:00 p.m. with Mayor Jennings presiding:

ROLL CALL:

Councilor Johnson	Present
Councilor Halvorson	Present
Councilor Arnold	Present
Councilor Moore	Present
Councilor Heldenbrand	Present
Councilor Cavin	Present
Councilor Oropesa	Present
Councilor Corn	Present
Councilor Marrujo, Jr.	Present

Councilor Marrujo led in prayer and Councilor Moore led in the Pledge of Allegiance.

APPROVAL OF THE AGENDA

1. Approval of agenda - approve the agenda for the January 9, 2025, Regular City Council Meeting.

MOTION: Councilor Heldenbrand made a motion to approve the agenda for the January 9, 2025, Regular City Council Meeting with the following changes:

- Pull Item # 3 Ratification of Award to Stantec off the consent agenda and place it after Item 8 which is the Constituent Service Presentation.
- Move the following items to the consent agenda:
    - # 11 – College Investments located at 414 East College Ave. to enter into a one-year lease agreement and;
    - # 13 – The appointment to the Roswell Museum Board of Trustees for Katie Huebner – Position 8 (Partial 1st term January 9. 2025 – March 31, 2025)

Councilor Halvorson was the second.

FOR THE RECORD: After discussion by Councilor Corn. Councilor Heldenbrand changed his amendment to reflect that Item 3 be sent back to the Finance Committee. All member of the council were in agreement.

AMENDED MOTION: Councilor Heldenbrand made a motion to approve the agenda for the January 9, 2025, Regular City Council Meeting with the following change:

DRAFT

- Pull Item # 3 Ratification of Award to Stantec off the consent agenda and refer it back to the Finance Committee with the other items as amended previously.

Councilor Halvorson was the second.

VOICE VOTE ON AMENDMENT: was unanimous 9-0

ROLL CALL VOTE AS AMENDED:

Councilor Johnson	Yes
Councilor Halvorson	Yes
Councilor Arnold	Yes
Councilor Moore	Yes
Councilor Heldenbrand	Yes
Councilor Cavin	Yes
Councilor Oropesa	Yes
Councilor Corn	Yes
Councilor Marrujo, Jr.	Yes

Motion passed: 9-0.

APPROVAL OF THE CONSENT AGENDA

2. Approval of consent agenda - approve the consent agenda for the January 9, 2025, Regular City Council Meeting.

MOTION: Councilor Heldenbrand made a motion to approve the consent agenda as amended for the January 9, 2025. Councilor Cavin was the second.

ROLL CALL:

Councilor Johnson	Yes
Councilor Halvorson	Yes
Councilor Arnold	Yes
Councilor Moore	Yes
Councilor Heldenbrand	Yes
Councilor Cavin	Yes
Councilor Oropesa	Yes
Councilor Corn	Yes
Councilor Marrujo, Jr.	Yes

Motion passed: 9-0

CONSENT ITEMS *(items 4-6 were approved at the time of the approval of the consent agenda)*

3. Authorization for ratification of award of Roswell Substantial Damage Assessments Project to Stantec in the amount of $133,154.18 which includes GRT. *Items was referred to the Finance Committee at the approval of the Agenda.*

Resolution(s)

DRAFT

4. Resolution 25-01: Weeds - the adoption of Resolution 25-01: the Resolution shall mandate the cleanup of approximately three (3) separate properties within the City.

5. Resolution 25-02: adoption of Resolution 25-02 approving budget adjustment for the fiscal year ending June 30, 2025.

Minutes

6. Approval of the minutes from the Regular City Council Meeting on December 12, 2024.

NON-ACTION ITEMS (Information)

7. Airport Updates (Bobbi Thompson)

8. Constituent Services Presentation (Constance Williams)

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

James Edwards – Martin Luther King event on January 20, 2025
Fred Telling – NCAR

PUBLIC HEARING(S)

9. Hold a public hearing and vote on Zoning Case 24-017 CANN (Cannabis) entailing a request to approve a Variance to R-S Rural Suburban residential distance requirements, Zone Change to floating zone CCAN (Commercial Cannabis), and Conditional Use Permit to operate an adult-use retail cannabis establishment in the C-2 Community Commercial Zoning District at 3606 N Main Street, Suite 500.

BACKGROUND: On December 17, 2024, the Planning & Zoning Commission made a motion and voted 5-0 to recommend approval of Zoning Case 24-017 CANN to City Council

MOTION: Councilor Heldenbrand made a motion to hold a public hearing on Zoning Case 24-017 CANN (Cannabis)

Mayor Jennings: we have a motion by Councilman Hildebrand we have a second

Councilor Johnson: Second

Mayor Jennings: we have a second by counselor Johnson

Meredith Hildreth: Good evening mayor Jennings members of the council we have Z case 24-17 can the Cannabis case before you this is a request for approval of a variance a zone change to the cam floating Zone and a conditional use permit to operate an adult use retail cannabis establishment located at 3606 North Main Street s 500 in the C2 Community commercial

DRAFT

sing District. The variance is request is to the adjacent RS rule Suburban uh residential zoning District distance requirements the property under consideration is adjacent to a vacant RS zoning District there's a zone change to the floating Zone the C can the commercial cannabis Zone as well as a conditional use permit with condition of approval in appendix F of your packet and this will the tenant Bas is in Starlight plaza it's a new retail plaza development right there next to Silva Law this is the staff photo of the new building and the Tenant space will be in the far Northern tenant space there as you can see the property is in the commercial Corridor Zone C2 and the conference of plan master plan future land scenario shows it in the commercial Corridor there's I've only had telephone inquiry that was based on the article published in the newspaper uh zero oral protests and zero written protests on December 17th 2024 the Planning and Zoning commission did recommend approval of this case in voted 5-0 and based on all that we ask you to hold a public hearing and vote we do have Mr. Caleb Cortez in the audience to speak on behalf of Gnomad Cannabis Mr. Cortez is the operation manager for Gnomad Canna Co I stand for questions

Mayor Jennings: okay Mr. Cortez would you care to speak

City Clerk: will you raise your right hand do you solemnly swear that the testimony you're about to give is the truth the whole truth and nothing but the truth

Caleb Cortez: I do - good evening Mr. Mayor and council members my name is Caleb Cortez and I'm the operations manager for Gnomad Canna Co I've been with them for three years since before we received our first license for our Tatum facility since then we've grown the brand to three retail locations two manufacturing facilities um one grow and one consumption Lounge we currently have retail locations in Hobbs, Tatum and Ruidoso this location here in Roswell will be our fourth retail location and it will only be a retail location there will be no on-site consumption in each City we have a team member on city council or Chamber of Commerce that attend every meeting and event we also participate in any and every Community event food drive toy drive and any charitable event that we're allowed to be part of and we plan to do the same thing here in Roswell and to be an involved and valued member of the community the building that we plan on going into is owned by Nadeem Kassis who also owns our Hobbs location at 3501 North Grimes we've been doing business with Mr. Kassis for some time now and plan to continue doing so he also owns the Kass Plaza here in town at 2303 North Main Street which is where Dreams Dispensary is located so the layout and compliance should be similar to that location um and to close out I just want to thank each and every one of you for your time and taking the time to review this case um and I stand for questioning

Councilor Halvorson: so first off I live in that neighborhood and imagine my surprise when I drive down the street and I see your sign up and then I called our City attorney and I said did we approve this and no so you were being presumptuous you disregarded our due process we did not approve anything and you didn't even wait for any kind of public hearing so to put the signs well before we you just assumed and took us for granted that we would approve this and I have a real problem with that

DRAFT

Caleb Cortez: yes, but we apologize that we were unaware that the signs were going to cause conflict like that and it was against um your guys' policy and we did have the sign taken down and uh we to abide by any ordinance that you guys have

Councilor Halvorson: well, I don't I'm not saying I don't think you broke any policy by putting them up you just assumed we were going to prove this and you went ahead and put the signs up before we even discussed any of this, I think you put them up before even went to P&Z

Caleb Cortez: uh well and we've been waiting on this location for close to two years now we've been talking with n since before he broke ground on that location and so we've had the signs in play since over a year ago and um we didn't mean to come off anyway by it by putting them up uh we just know in every other City we followed compliance and everything has went smooth for us and so we plan to do the same thing and do good business here the same way we have in other cities and um we did get them taken down and they're sitting I don't know where they're at right now but the company took them back and we're going to have to pay to have them come back out and U put them back up and we've actually paid more having them take them down and put them up then the actual signs themselves cost

Councilor Halvorson: okay

Mayor Jennings: do we have further comments Council lady Moore

Councilor Moore: I do have a question you do not plan to make it a in consumption on site or make it a lounge like you have that's not your plan that's not the plan that you know of

Caleb Cortez: no ma'am it's not it's going to be a retail location and that will never change

Councilor Moore: okay that's my question no other question

Mayor Jennings: any further questions okay no comments if the we have a motion well we better have a motion first so we had a motion that's right so we have a second by councilman Johnson okay the clerk would we've had a public hearing thank you can sit down if and if the is there anyone for this facility on the 3606 North Main Street 500 is there anybody in favor of is there anybody opposed to it in the audience anybody wants to speak okay all right okay we're seeing no further questions from the council if the clerk would call the roll.

IN FAVOR: Caleb Cortez
OPPOSED: none

ROLL CALL:

Councilor Johnson	Yes
Councilor Halvorson	No
Councilor Arnold	Yes

DRAFT

Councilor Moore	No
Councilor Heldenbrand	Yes
Councilor Cavin	Yes
Councilor Oropesa	Yes
Councilor Corn	Yes
Councilor Marrujo, Jr.	No

Motion passed: 6-3 with Councilors Halvorson, Moore, and Marrujo voting no

10. Ordinance 24-23: Hold a public hearing on proposed Ordinance 24-23 for emergency loan funding from the New Mexico Environment Department for sewer repairs required after the historical flooding disaster in October 2024. James McCornack presented the item.

BACKGROUND: New Mexico Environment Department has offered City of Roswell an emergency loan to assist with funding sewer repairs that were required after the October 2024 flooding event. NMED has offered $1,040,000 in funding that would be repaid when the city receives FEMA reimbursement for disaster expenses.

MOTION: Councilor Corn made a motion to hold a public hearing on proposed Ordinance 24-23. Councilor Marrujo was the second.

AMENDED MOTION:
Councilor Corn moved to amend the item to replace the original ordinance with the handout that was given at the meeting. Councilor Marrujo was the second.

VOICE VOTE ON AMENDMENT: was unanimous 9-0

ROLL CALL VOTE AS AMENDED:

Councilor Johnson	Yes
Councilor Halvorson	Yes
Councilor Arnold	Yes
Councilor Moore	Yes
Councilor Heldenbrand	Yes
Councilor Cavin	Yes
Councilor Oropesa	Yes
Councilor Corn	Yes
Councilor Marrujo, Jr.	Yes

Ordinance 27-23 was enacted 9-0

NEW BUSINESS / REGULAR ITEMS

11. Approval to authorize College Investments, located at 414 East College Avenue, to enter into a (1) year lease agreement beginning January 1, 2025, and ending December 31, 2025, with an automatic renewal for a second year, ending on December 31, 2026, if funding is provided by the Roswell Governing Body. *Moved to the Consent Agenda at the approval of Agenda.*

DRAFT

12. Consider approval of Mayor Jennings's nomination for the Roswell City Council Ward 3 vacancy.

BACKGROUND: Councilor Matthew Chappell resigned from the Roswell City Council, effective December 31, 2024. As per 3-12-1. Vacancy on governing body. Any vacancy on the governing body of a mayor-council municipality shall be filled by appointment of a qualified elector by the mayor of the municipality, with the advice and consent of the governing body. Any qualified elector appointed to fill a vacancy on the governing body shall serve until the next regular local election, at which time a qualified elector shall be elected to fill the remaining unexpired term, if any**.**

MOTION: Councilor Heldenbrand made a motion to approve the Mayor's nomination of Christopher R. Cortez to fill the vacancy in Ward 4. Councilor Cavin was the second.

ROLL CALL:

Councilor Johnson	Yes
Councilor Halvorson	Yes
Councilor Arnold	Yes
Councilor Moore	Yes
Councilor Heldenbrand	Yes
Councilor Cavin	Yes
Councilor Oropesa	Yes
Councilor Corn	Yes
Councilor Marrujo, Jr.	Yes

Motion passed 9-0

13. Approval of Mayor Jennings's appointment recommendation to the Roswell Museum Board of Trustees. Katie Huebner - Position 8 (Partial 1st Term January 9, 2025 – March 31, 2025). *Moved to the Consent Agenda at the approval of Agenda.*

14. Election of Mayor Pro Tem - Consider holding an election for Mayor Pro Tem

BACKGROUND: Each year the governing body has elected one of its members to serve as Mayor Pro Tem: The person elected to the office serves for a year and is responsible for handling the duties of the Mayor in the event the Mayor is unable to attend to them.

MOTION: Councilor Heldenbrand made a motion to nominate Juliana Halvorson as Mayor Pro Tem. Councilor Moore was the second. There was no other name to place in nominations.

ROLL CALL:

Councilor Johnson	Yes
Councilor Halvorson	Yes
Councilor Arnold	Yes
Councilor Moore	Yes
Councilor Heldenbrand	Yes

DRAFT

Councilor Cavin	Yes
Councilor Oropesa	Yes
Councilor Corn	Yes
Councilor Marrujo, Jr.	Yes

Motion passed 9-0

CITY MANAGER REPORTS/ANNOUNCEMENTS
(Information Only)

15. Administratively Executed Leases November/December 2024

ADJOURNMENT

Meeting adjourned at 7:25 p.m.

Approved on this 13th day of February 2025.

(City Seal)

_____
Timothy Z. Jennings, Mayor

_____
Amalia Martinez, City Clerk

DRAFT

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 22.
Meeting Date: 02/13/2025
COMMITTEE: N/A
CONTACT: Hessel Yntema **CHAIR:** N/A

ACTION REQUESTED:
Employee Out-of-state Travel

BACKGROUND:
Initiated by: City Clerk's Office

Per Resolution 24-55 All out-of-state travel shall be communicated to the City Council prior to travel.

Below are lists of employees traveling out of state by department. Memos for each department are attached.

Roswell Museum

- Cloe Medrano
- Aaron Wilder

City Clerk's Office

- Amalia Martinez
- Della Andazola

Public Affairs

- TJ Conyers

Visitor Center

- Amanda Dickerson
- Dorothy Ramirez

Police Department

- Dazanique Kidd
- Trong Nguyen
- Skye Wentland
- Narciso Santillan
- Garrett Dollar

FINANCIAL CONSIDERATION
N/A

LEGAL REVIEW:
N/A

BOARD AND COMMITTEE ACTION:
N/A

STAFF RECOMMENDATION:
Informational only.

Attachments

Museum
City Clerk
Public Affairs
Visitor Center
Police

Roswell Museum

MEMORANDUM

To: City Council Members
From: Caroline Brooks, Museum Director
Re: Out-of-State Travel for The Roswell Museum
Date: January 30, 2025

Museum Registrar Cloe Medrano is attending the 2-day event Museums Advocacy Day in Washington, D.C. at the end of February.

Trip Summary:

- Destination: Washington D.C.
- Purpose: To attend Museums Advocacy Day representing the New Mexico Association of Museums and the Roswell Museum.
- Departure: Friday, February 21
- Return trip: Wednesday, February 26
- Return to Work Site: Thursday, February 27
- Travel expenses are being covered by NMAM.

Museum Registrar Cloe Medrano and Curator of Collections and Exhibitions Aaron Wilder are planning a 4-day trip to return undamaged items that were on-loan to the museum when the flood occurred. Primary travel is Santa Fe, Taos and Albuquerque, with out-of-state segment to Denver, Colorado.

Trip Summary:

- Destination: Denver, Santa Fe, Albuquerque, Taos
- Purpose: To return artwork that was on-loan to museum.
- Departure: Monday, April 7
- Return to Roswell: Thursday, April 10

ROSWELL
New Mexico

City Clerk

MEMORANDUM
City of Roswell

To: CITY COUNCIL MEMBERS

From: Amalia Martinez, City Clerk

Date: February 4, 2025

Subject: Out-of-State travel for Clerk's office

Employees: Amalia Martinez & Della Andazola

Dates: May 18-21, 2025

Location: St. Louis, MO

Purpose: International Institute of Municipal Clerks Conference

PO Box 1838
Roswell, NM 88202-1838

TEL: 575.637.6202
FAX: 575.624.6709

roswell-nm.gov

ROSWELL
New Mexico

City of Roswell

MEMORANDUM

City of Roswell

To: *Mayor Jennings, City Manager and Roswell City Council*
From: *Tommi Jo "TJ" Conyers*
Department: *Public Affairs*
Date: *2/4/2025*
Subject: *Notification of Out of State Travel*

Reason for travel: Keep America Beautiful Conference 2025
Location: Washington, DC
Conference Dates: February 10-13, 2025
Employee traveling: Tommi Jo Conyers

The annual Keep America Beautiful conference takes place in Washington, DC from February 10-13, 2025. Keep Roswell Beautiful attends this conference as an affiliate of the Keep America Beautiful program.

From the Keep America Beautiful website:

What is the Keep America Beautiful National Conference?
The Keep America Beautiful National Conference serves as a prestigious educational platform and forum, providing valuable opportunities for affiliate participants to broaden their expertise, exchange experiences related to their triumphs and hurdles, contribute insights regarding optimal approaches, and engage in meaningful networking with like-minded professionals.

Our primary objective is to organize a yearly event that delivers educational sessions, training workshops, and networking opportunities for our valued National Affiliate Network, esteemed partners, respected sponsors, related peer organizations, and individuals who share a passionate interest in attaining excellence in any of Keep America Beautiful's key realms, namely litter eradication, recycling enhancement, and community beautification initiatives.

Travel approval was previously signed by Chad Cole, City Manager on 12/6/2025.

The conference registration as well as travel costs are covered by the NMTD Clean and Beautiful Grant.

Thank you,
TJ Conyers

Tommi Jo Cy 2/4/25

ROSWELL
New Mexico

Public Affairs

MEMORANDUM

City of Roswell

To: Mayor, City Council, Chad Cole, City Manager
From: Amanda Dickerson, Guest Service Supervisor
Department: Visitor Center
Date: 1/29/2025
Subject: Travel Notification

Below are the travel destinations that the Visitor Center will be attending as part of the Co-Op Grant for Travel Adventure Show that the City of Santa Fe Tourism Department carries on behalf of the following cities, which also includes a NM True representation, Santa Fe, Albuquerque, Las Cruces, Red River, Taos, Farmington, Roswell and Carlsbad.

These shows are one of our biggest marketing techniques, which helps us reach outside destinations to draw in tourist for the City of Roswell, UFO Festival, as well as other events, attractions, downtown shopping, local businesses, organizations, and this year our newly added Air Races are all promoted on a big scale which consist of 10,000+ attendees per show who are looking to travel.

The following destinations for the Travel Adventure Show this year will be:

Bay Area, CA. March 13th – 17th (TAS transferred registration to this show as ATL was canceled due to weather.)
Los Angeles CA. February 20th – 24th
Denver CO. March 6th – 10th
Dallas TX. March 20th – 24th

City Employees traveling:
Amanda Dickerson - Guest Services Supervisor
Dorothy Ramirez - Guest Service Lead

Thank you,

Amanda M. Dickerson
Guest Services Supervisor

PO Box 1838
Roswell, NM 88202-1838
TEL: 575.637.6203
FAX: 575.624.6700
seeroswell.com

MEMORANDUM

To: City Council Members
From: Deputy Chief Alberto Aldana
Date: January 27, 2025
Subject: Notification of Out-of-State Training for Department Personnel

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Dear Council Members,

The following personnel are scheduled for out-of-state training.

1. Dazanique Kidd
    - **Rank/Position:** Officer
    - **Training Program:** De-Escalation Techniques
    - **Location:** San Antonio, Texas
    - **Dates:** January 21st, 2025
    - **Purpose/Objective:** To enhance her skills as a de-escalation instructor and to provide updated strategies and tools that will improve her ability to teach effective de-escalation methods.
2. **Trong Nguyen**
    - **Rank/Position:** Sergeant
    - **Training Program:** FEMA ICS 300
    - **Location:** San Angelo, Texas
    - **Dates:** January 27th – January 29th, 2025
    - **Purpose/Objective:** Required for Assistant Team leader role in SWAT
3. **Skye Wentland**
    - **Rank/Position:** Agent
    - **Training Program:** FEMA ICS 300
    - **Location:** San Angelo, Texas
    - **Dates:** January 27th – January 29th, 2025
    - **Purpose/Objective:** Required for Assistant Team leader role in SWAT
4. **Narciso Santillan**
    - **Rank/Position:** Agent
    - **Training Program:** FEMA ICS 300
    - **Location:** San Angelo, Texas
    - **Dates:** January 27th – January 29th, 2025
    - **Purpose/Objective:** Required for Assistant Team leader role in SWAT
5. **Dazanique Kidd**
    - **Rank/Position:** Officer
    - **Training Program:** Crisis Intervention Training
    - **Location:** San Antonio, Texas

- **Dates:** February 10th – February 14th, 2025
- **Purpose/Objective:** Required for Assistant Team leader role in SWAT

6. **Garrett Dollar**
   - **Rank/Position:** Agent
   - **Training Program:** Ground Defense System Instructor
   - **Location:** Philadelphia, Pennsylvania
   - **Dates:** March 24th – March 26th, 2025
   - **Purpose/Objective:** To bring back beneficial training and defense tactics to the whole department.

This memo is intended for informational purposes. Should you require any additional information, please do not hesitate to contact me.

Sincerely,

Deputy Chief Alberto Aldana

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 24.
Meeting Date: 02/13/2025
COMMITTEE: N/A
CONTACT: Hessel Yntema **CHAIR:** Mayor Pro Tem

ACTION REQUESTED:
Hold a closed session pursuant to NMSA 1978 § 10-15-1H (7)(8), to discuss attorney-client privilege pertaining to litigation threatened or pending against the City and discussion of the purchase, acquisition or disposal of real property or water rights, and per the State Audit Rule. (Halvorson/Yntema)

BACKGROUND:
Initiated by: Hess Yntema

Hold a closed session pursuant to NMSA 1978 § 10-15-1H (7)(8), to discuss attorney-client privilege pertaining to litigation threatened or pending against the City and discussion of the purchase, acquisition or disposal of real property or water rights, and per the State Audit Rule.

FINANCIAL CONSIDERATION
There are no financial costs.

LEGAL REVIEW:
Pursuant to NMSA 1978, § 10-15-1(H) & (I), a majority of a quorum of the City Council may vote to enter closed session, to discuss a narrow range of topics. No action may be taken during the closed session.

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

STAFF RECOMMENDATION:
Hold a closed session pursuant to NMSA 1978 § 10-15-1H (7)(8), to discuss attorney-client privilege pertaining to litigation threatened or pending against the City and discussion of the purchase, acquisition or disposal of real property or water rights, and per the State Audit Rule.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 25.
Meeting Date: 02/13/2025
COMMITTEE: N/A
CONTACT: Hessel Yntema **CHAIR:** Mayor Pro Tem

ACTION REQUESTED:
Grant City management authority to enter into First Amended Lease with Dean Baldwin for Building 1083. (Halvorson/Yntema)

BACKGROUND:
Initiated by: Hess Yntema

Dean Baldwin has rented Building 1083 for over 20 years and seeks to maintain the lease until 2029.

FINANCIAL CONSIDERATION
No negative impact. Increased Rental Revenue over the course of the lease.

LEGAL REVIEW:
Legally sufficient.

BOARD AND COMMITTEE ACTION:
City Council will be the first to consider this item.

STAFF RECOMMENDATION:
Grant City management authority to enter into First Amended Lease with Dean Baldwin for Building 1083.

Attachments

First Amended Lease Agreement
Dean Baldwin LP Lease
Standstill Agreement

First Amendment to LEASE AGREEMENT

THIS AMENDMENT is made and entered into this _____ day of _____, 2025 by and between by and between the City of Roswell, New Mexico, a municipal corporation, hereinafter referred to as "City" and Dean Baldwin Painting, L.P., a Texas limited partnership hereinafter referred to as "Dean Baldwin".

WHEREAS, the Parties executed a Lease Agreement ("Lease") on December 8,2016; and

WHEREAS, the Parties desire to amend the Lease in certain respects relating to rent and extending the term; and

WHEREAS, the Parties , on or about February 4, 2022, entered into a Standstill Agreement in connection with certain litigation pending between them styled

FIFTH JUDICIAL DISTRICT COURT
COUNTY OF CHAVES
STATE OF NEW MEXICO

THE CITY OF ROSWELL, NEW MEXICO, a New Mexican Municipal Corporation, Plaintiff
v.
DEAN BALDWIN PAINTING LP, a Texas Limited Partnership,
Defendant.

Cause No. D-504-CV-2021-00687

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged by both parties, the parties mutually agree to amend the Lease as follows:

1. Paragraph 3 is deleted in it's entirety and a new Paragraph 3 is inserted in lieu thereof to read as follows:

3.RENT: a. Tenant agrees to pay to Landlord as "Basic Rent" the sum of Five Hundred Seventeen Thousand, Five Hundred Dollars and No Cents ($517,500.00) payable in 12 monthly installments of $_____ commencing January 1, 2025. Each year thereafter rent will be increased by 3% or the increase in the Consumer Price Index using the index referenced in the Lease, whichever is greater.

b. Tenant agrees to continue to pay to Landlord as "Additional Rent" the monthly sum of fourteen thousand two hundred and ninety-five dollars and thirty-nine cents ($14,295.39) to conclude with the rental payment due December 1,2026. Additional Rent is for repayment of City funding participation of $1,715,446.79 for improvements completed by Landlord. Additional Rent shall not be subject to increase as described in this paragraph. Additional Rent shall not be used in any rent abatement calculation should any be approved. In the event of transfer of business, ownership or default as herein provided the payments for any Additional Rent will continue on their regular schedule until paid in full.

2. Paragraph 2 is deleted in it's entirety and a new paragraph 2 is inserted in lieu thereof to read as follows:

2. TERM: "The Lease term is for Thirteen (13) years commencing January 1, 2016 and terminating December 31, 2029."

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3. Unless otherwise modified herein, all of the other terms of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands the date and year first above written.

LANDLORD:
CITY OF ROSWELL:
By:_____
Timothy Z. Jennings, Mayor

ATTEST:

DEAN BALDWIN:

By:_____
Amalia Martinez, City Clerk

By:_____
NAME

CITY SEAL:

TENTH ADDENDUM
TO LEASE AGREEMENT

THE CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord" and **DEAN BALDWIN PAINTING LIMITED PARTNERSHIP**, a Texas Corporation, hereinafter "Tenant" hereby agree to the following amendment to that certain Lease Agreement dated March 13, 2006 "the Lease".

WHEREAS, Tenant desires to make improvements to the premises which benefit Landlord; and

WHEREAS, Tenant is requesting rent abatement in accordance with RIAC Rent Abatement Policy; and

WHEREAS, the parties are in the process of negotiating a new Lease since the current lease has expired;

NOW THEREFORE, Landlord and Tenant (each "Party" and both collectively the "Parties") agree as follows:

1. Rent abatement not to exceed $35,417.81 shall be given as follows: $25,458.16 for a new conference room build out, vinyl tile and a new wall in offices previously built, $9,959.65 for light assembly replacement with high efficiency lighting, in accordance with RIAC Rent Abatement Policy, provided:
   a) the said improvements for which rent abatement is sought as part of this addendum shall be completed no later than December 19, 2016; and
   b) that the Parties shall have entered into a new Lease Agreement.
2. Rent abatement will be combined with other rent abatement given for this building and abated in full after verification that the work has been completed as evidenced by receipts and visual inspection.
3. Any Xcel Rebate shall be returned to the City.
4. This addendum shall not become effective unless and until the parties shall have entered into a new Lease Agreement.

IN WITNESS WHEREOF, this Tenth Addendum to Lease Agreement is done and executed in Roswell, New Mexico this 10th day of November, 2016.

CITY SEAL

Sharon Coll
City Clerk

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

TENANT:
DEAN BALDWIN PAINTING, INC.

Barbara Baldwin, President/CEO

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 8th day of December, 2016 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter designated "Landlord", and DEAN BALDWIN PAINTING LIMITED PARTNERSHIP, a Texas Corporation, hereinafter designated as "Tenant".

WHEREAS, Tenant has been occupying the Premises described herein pursuant to the terms of a Lease Agreement dated March 6, 2006, as amended "Original Lease"; and

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

Hangar No. 1083, property and premises, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" and further described in Exhibit "B" attached hereto and made a part hereof, (Premises or Leased Premises).

2. TERM. The Lease term is for Ten (10) years, commencing on January 1, 2017 and ending December 31, 2026 unless sooner terminated by provision hereof.

3. RENT.

a. Tenant agrees to pay to Landlord as "Basic Rent" the sum of Two Hundred Forty Five Thousand, Four Hundred Ninety Three Dollars and No Cents ($245,916.00) payable in 12 monthly installments of $20,493.00 the first year of the lease. Each and every two (2) years thereafter rent will be increased percentage change in the Retail Consumer Price Index, All Urban Consumers (CPI-Urban), U.S. City Average, All Items, as reflected in the statistics published by the Bureau of Labor Statistics of the United States Department of Labor or 5%, whichever is greater. Tenant agrees to pay to Landlord as "Additional Rent" the sum of One Hundred Seventy One Thousand, Five Hundred Forty Four dollars and Sixty Eight Cents ($171,544.68) payable in 12 monthly payments of $14,295.39 each year for the term of the Lease, as repayment of City funding participation of $1,715,446.79 for improvements completed by Landlord. Additional Rent shall not be subject to increase as described in this paragraph. Additional Rent shall not be used in any rent abatement calculation should any be approved. In the event of transfer of business ownership or default as herein provided the entire amount of then unpaid Additional Rent is immediately due and payable. Rent and other fees are due on the first day of each month If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided. Previously approved rent abatement shall be given, if not yet exhausted, as stated in prior addendums to the original lease.

4. SECURITY DEPOSIT. Tenant shall pay $20,500.00 in advance as security for Tenant's full and

faithful performance of all terms of this lease. Amounts previously paid by Tenant as security shall be credited against this security deposit. This amount shall be used by Landlord at the termination of this Lease Agreement toward:

a. payment for rent or penalties due Landlord,

b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and,

c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. CONDITION OF PREMISES. Tenant has inspected Premises and accepts the Premises in its present condition "as is" except as noted in Exhibit "C" attached hereto and incorporated herein by reference. Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

6. MAINTENANCE.

a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.

b. Further, Tenant shall maintain and replace when necessary the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises. Major items needing total replacement exceeding $5000 in costs will be entitled to be submitted to Landlord for rent abatement reimbursement in accordance with RIAC Rent Abatement Policy, as amended.

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

d. Tenant is responsible for all costs associated with recharging the fire suppression system and cleaning the Premises when the system has been activated and foam deluge material discharged when caused by Tenant's actions or failure to act.

7. TAXES, LICENSES AND UTILITIES. During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit (city, state or federal) shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.

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

9. EQUIPMENT, IMPROVEMENTS AND SIGNS.

a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business and; at the expiration of the lease term Tenant shall have the right to remove all of such equipment and fixtures installed by it that can be removed without damage to the Premises. Equipment and fixtures as used in this paragraph shall mean all equipment and fixtures purchased by and installed by Tenant or at Tenant's direction, and if such was purchased by the UDAG loan, it shall only be removable when the UDAG loan has been fully paid. If any fixture or equipment was purchased by Tenant for which Tenant received rent abatement, such fixtures and equipment cannot be removed by Tenant except upon mutual agreement of the parties. Further, Tenant shall upon written demand by Landlord at Tenant's sole cost and expense, to forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this paragraph 9.

b. Tenant shall not make, suffer or permit to be made, any major additions, alterations or improvements on the Premises, including but not limited to, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in without first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof and Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof will not be offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein including snow clearance. Any fixture, equipment, or personal property purchased by Tenant shall remain the property of Tenant provided: (1) if it was purchased from the UDAG loan such loan is paid in full; or (2) it was not purchased with monies for which Tenant has been granted rent abatement.

c. Tenant shall not place or permit to be placed any sign, advertisement, notice or other display on any part of the inside or outside of the Premises, except of such color, size and style and in such locations as shall be approved in writing by Landlord. Tenant; upon request of Landlord, shall immediately remove any sign, advertisement, notice or other display which Tenant has placed or permitted to be placed on any part of the inside or outside of the Premises, which in the opinion of the Landlord, is objectionable, offensive or not in

good taste, and if Tenant shall fail to do so, Landlord may enter the Premises and remove the same at the expense of Tenant.

10. INSURANCE.

a. Landlord will provide fire and extended coverage to the Premises during the term of the Lease. Tenant agrees to reimburse Landlord for the amount of insurance premium based upon the pro-rata per square foot cost attributable to the Premises as determined and billed by Landlord. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the premises that does not belong to Landlord.

b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended or $2,000,000.00 whichever is greater. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

c. Landlord agrees to waive any rights of subrogation that it may have against Tenant in the event any insurance proceeds are paid to Landlord based upon any act or failure to act by Tenant. Tenant agrees to waive any rights of subrogation that it may have against Landlord in the event any insurance proceeds are paid to Tenant based upon any act or failure to act by Landlord.

11. DAMAGE OR DESTRUCTION OF PREMISES.

a. In the event the Premises are damaged by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage during the reconstruction/construction period and if Tenant permanently occupies a reduced portion of the premises. Such proportionate reduction is to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent.

b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to: (1) to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in Paragraph 11a. during the period of such repair, reconstruction or restoration, or (2) to give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified in such notice and Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, up to the date of such termination.

c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in Paragraph 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.

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

12. LIABILITY. Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord or Landlord's agents.

13. CONDEMNATION OR GOVERNMENTAL TAKING. In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect, but the amount of rent payable by Tenant shall be reduced in the proportion which the portion of the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

c. In the event of total or partial condemnation or taking of the Premises as aforesaid, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord and Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled by reason of such total or partial condemnation or taking.

14. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:

a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder, or default in payment of aircraft landing or parking charges, including finance charges, late

fees and penalties, as established by Resolution of the governing body of the City of Roswell, and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default; or

b. Default in the observance of any of the Tenant's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of; or

c. Finally and without further possibility of appeal or review (1) be adjudicated bankrupt or insolvent, (2) have a receiver or trustee appointed for all or substantially all of its business or assets, or (3) suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof; or

d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property; or

e. Leave the Premises vacant or deserted for a period of sixty (60) consecutive days; or

f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, or fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

g. Fail, as determined by the Environmental Protection Agency, the State, City, or other competent authority to comply with hazardous or contaminated waste regulations and procedures.

15. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent;

b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease;

c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's default, or if the Tenant shall abandon or vacate said Premises before the expiration of the

term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.

d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. LEGAL FEES. If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney's fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.

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

18. USE OF THE PREMISES.

a. Tenant shall use the Leased Premises solely for the purpose of stripping and painting aircraft, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. Tenant shall be bound by the Roswell City Code or as may be amended from time to time and all applicable policies and procedures of the Roswell International Air Center (RIAC), and resolutions of the governing body of the City of Roswell. Tenant will keep records that are required, if any, by the State of New Mexico, Environment Department, Air Quality Bureau, or its successors, for Air Quality Permit No. 1946 for the Roswell Aircraft Repainting and Repair Facility, Building No. 1083, AIRS No. 35-005-00081.

b. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. This responsibility extends to any materials of whatsoever kind, type or

description generated on or as a part of Tenant's occupancy of the Premises that might be considered to be, to cause, or result in Foreign Object Damage (FOD). Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, foreign object debris (FOD) collectively, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the leased premises or contaminate the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including (1) environmental claims, (2) environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials, and (3) liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

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

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

e. Tenant shall be responsible for the security of the leased premises and gate providing egress thereto. The City Code Book, Chapter 5, prohibiting uncontrolled traffic on the Aircraft Operating Area (AOA) shall be observed in all other portions of the AOA.

19. NONDISCRIMINATION PROVISIONS. Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. DOMINANT PROVISIONS. The parties acknowledge that the Premises are a part of the RIAC and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. ACCESS TO INSPECTION OF PREMISES. Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the

Federal Aviation Administration under the terms and provisions of this Lease.

22. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises, nor license concessions or lease departments therein, nor pledge or encumber by mortgage or other instruments its interest in this Lease.

23. HOLDOVER. In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. INTERPRETATION OF LEASE AGREEMENT. Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

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

26. NOTICES.

a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

Barbara Baldwin, CEO
Dean Baldwin Painting, L.P.
2395 Bulverde Road
Bulverde, TX 78163

Landlord shall also send by regular mail and certified mail a copy to;

Damon Richards
P.O. Box 5950
Lubbock, TX 79408

27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be shall be governed by New Mexico law. Any suit brought by either party regarding this agreement or default or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. TERMINATION. This Lease may be terminated by either party by giving one hundred twenty (120) days written notice: provided, however, that Tenant may not terminate this Lease unless the total sum of additional rent under subparagraph b of paragraph 3 has been paid in full by Tenant. In the event of termination by Landlord, except in the event of material breach by Tenant, Tenant shall have up to twenty-four months to pay the Additional Rent due, not to exceed the period of the original term as stated herein.

31. ENTIRE AGREEMENT AND AMENDMENT. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

IN WITNESS WHEREOF, this Lease Agreement is executed this 8th day of December, 2016.

CITY SEAL

ATTEST:

Sharon Coll, City Clerk

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

TENANT:
DEAN BALDWIN PAINTING
LIMITED PARTNERSHIP

By: _____
Barbara Baldwin, President of Dean Baldwin Painting GP, LLC, General Partner

EXHIBIT "A"



EXHIBIT "A"

EXHIBIT "B"

Hangar No. 1083, located at 82 Earl Cummings Loop West, the measurements of which are 600' X 250' or 150,000 square feet, together with the four (4), door retention areas which are 11.66' X 38.83' or 1,811 square feet, together with the water treatment facility on the west end of the building which is 32' X 56' or 1,792 square feet, together with the water treatment facility on the east end of the building which is 39' X 38' or 1,482 square feet, together with the boiler room on the east end of the building which is 44' X 52.5' or 2,310 square feet, together with the second floor of Tier "A" inside the building which is 70' X 63' or 4,410 square feet, together with the hazardous material storage area located at northwest corner of the building which is 31' X 35' or 1,085 square feet, together with the flammable storage area located west of the building which is 24' X 24' or 576 square feet, together with the lean-to attached to the northwest side of the building which is 11' X 3' or 33 square feet, together with the receiving building on the east side of the building which is 4,180 square feet, together with the storage area by the exit to tier "D" on the west end of the building which is 9' X 14' or 126 square feet, together with the storage area at the southeast corner of the building which is 17' X 12.5' or 212 square feet, together with the compressor room on the west end of the building which is 52.5' X 20' or 1,050 square feet, together with the area of land upon which is situated the guard post structure at the entrance to the facility which is 10' X 10' or 100 square feet for a total square footage of 169,167 square feet.

EXHIBIT "C"

1. The Entire roof to be refurbished or replaced that it does not leak.
2. Transformers and generators to be replaced at City cost in the event of failure

STANDSTILL AGREEMENT

THIS STANDSTILL AGREEMENT (the "Agreement") is made and entered into this 4 day of February 2022, by and between the City of Roswell, New Mexico, a municipal corporation ("City") and Dean Baldwin Painting, L.P., a Texas limited partnership ("Baldwin")

RECITALS

A. City and Baldwin entered into a Lease Agreement for certain property at the Roswell Industrial Air Center ("RIAC") dated December 8, 2016, but effective January 1,2017 (the "Lease");

B. The City sent a letter to Baldwin purporting to terminate the Lease effective February 10, 2022 (the "Lease Termination");

C. City on October 11, 2021, commenced litigation against Baldwin relating to damage to and maintenance of the fire suppression system in the premises subject to the Lease (the "Litigation")

D. Baldwin answered the Litigation and has brought counterclaims that dispute the validity of the Lease Termination and seek relief from the Court; and

E. City and Baldwin desire to enter into an Agreement providing for a continuation of the tenancy of Baldwin in the leased premises after February 10, 2022, until further Order of the Court in the Litigation, or agreement of the parties.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. **Continuation of Tenancy:** City will allow Baldwin to continue its tenancy in the leased premises after February 10, 2022. That tenancy shall continue until the parties agree otherwise, or until order of the court in the Litigation. By this Agreement, City does not rescind its Notice of Termination, but rather agrees to the continuation of the tenancy under the specific terms and conditions contained in the Agreement.

2. **Rent Adjustment:** Baldwin agrees to pay to City, commencing February 1, 2022, as Basic Rent, the sum of $3.00 per square foot on an annualized basis, based upon an agreed square footage of 172,157 square feet. This figure shall be for the Basic Rent set forth in the Lease.

Commencing February 11, 2022, that Basic Rent shall be $ 43,039.25 per month. The amount reflected in the Lease as Additional Rent shall remain the same and is not affected by this Agreement. If this Agreement continues past February 1, 2023, the Basic Rent will be adjusted by 3% or the increase in the Consumer Price Index using the index referenced in the Lease, whichever is greater.

3. **Other Terms and Conditions of Tenancy:** In all other respects, the tenancy provided by this agreement shall be governed by the terms and conditions as provided for in the Lease. In addition, all other agreements that Baldwin has with the City, including agreements for storage of aircraft on City property at the RIAC, shall remain and be governed by their explicit provisions.

4. **Term of Agreement:** This Standstill Agreement shall remain in effect until the parties mutually agree to its termination or to entry of a Court Order in the litigation addressing the issue regarding the Termination of Baldwin's tenancy in the leased premises.

5. **Effect on Litigation:** This Standstill Agreement does not waive any claims and shall not impact, in any way, either party's right to any position they wish to take in the Litigation or to pursue any relief they deem appropriate in the litigation, including by summary proceedings.

6. **Holdover:** In the event the Court upholds the Lease Termination, Baldwin may hold over at the premises for an additional eight months at the rate provided in this Agreement by providing written notice of the same to the City.

ACCEPTED:

DEAN BALDWIN PAINTING LP

CITY OF ROSWELL

Barbara Baldwin, President

Joe Neeb, City Manager

Approved as to form:

City Attorney

Commencing February 11, 2022, that Basic Rent shall be $ 43,039.25 per month. The amount reflected in the Lease as Additional Rent shall remain the same and is not affected by this Agreement. If this Agreement continues past February 1, 2023, the Basic Rent will be adjusted by 3% or the increase in the Consumer Price Index using the index referenced in the Lease, whichever is greater.

3. **Other Terms and Conditions of Tenancy:** In all other respects, the tenancy provided by this agreement shall be governed by the terms and conditions as provided for in the Lease. In addition, all other agreements that Baldwin has with the City, including agreements for storage of aircraft on City property at the RIAC, shall remain and be governed by their explicit provisions.

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6. **Holdover:** In the event the Court upholds the Lease Termination, Baldwin may hold over at the premises for an additional eight months at the rate provided in this Agreement by providing written notice of the same to the City.

ACCEPTED:

CITY OF ROSWELL

_____

Joe Neeb, City Manager

DEAN BALDWIN PAINTING LP



Barbara Baldwin, President

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 26.
Meeting Date: 02/13/2025
COMMITTEE: N/A
CONTACT: Hessel Yntema **CHAIR:** Mayor Pro Tem

ACTION REQUESTED:
Approval of ratification of City of Roswell, NM Disaster Declaration. (Halvorson/Yntema)

BACKGROUND:
Initiated by: Hess Yntema

Ratification of this declaration allows state for waterway clean up.

FINANCIAL CONSIDERATION
State covers all cost.

LEGAL REVIEW:
Sufficient.

BOARD AND COMMITTEE ACTION:
Initiated by Mayor Jennings.

STAFF RECOMMENDATION:
proceed as presented

Attachments

Disaster Declaration

CITY OF ROSWELL. NEW MEXICO DISASTER DECLARATION

WHEREAS, Chaves County was impacted by the DR-4843: New Mexico Severe Storm and Flooding that began on October 19, 2024, due to severe storm conditions, and spread across Roswell, New Mexico, impacting a number of buildings, public works, and caused the evacuation of residents from local communities;

WHEREAS, Roswell, New Mexico was so severely impacted as to issue a local disaster declaration for the Flood Event;

WHEREAS, the City Council now further recognizes an imminent and proximate threat to public health from the flood debris resulting from the DR-4843: New Mexico Severe Storm and Flooding Event;

WHEREAS, all local resources available have been insufficient to cope with the resulting flood debris from the DR-4843: New Mexico Severe Storm and Flooding Event;

WHEREAS, the disaster requires immediate action to protect public peace, health, and safety; and

WHEREAS, this disaster is of such magnitude as to be beyond local control and requires the resources of the State of New Mexico to minimize economic or physical harm and to take actions necessary to protect public health, safety, and welfare.

NOW, THEREFORE, the City Council of Roswell, New Mexico, by virtue of the authority provided in the All Hazard Emergency Management Act, NMSA 1978, Sections 12-10-1 to -10, as well as NMSA 1978, Sections 12-11-24 to -25, does hereby declare a state of disaster in the City of Roswell, New Mexico for the purposes of exercising necessary emergency powers, expending available resources, and requesting aid, assistance, and relief programs and funds available from the State of New Mexico for the purpose of removing flood debris resulting from

the DR-4843: New Mexico Severe Storm and Flooding Event.

PASSED, ADOPTED, SIGNED and APPROVED this 27 day of January, 2025.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 27.
Meeting Date: 02/13/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 25-08 - adoption of Resolution 25-08 Instructing General Fund Departments to maintain a 2% Savings. (Corn/Cavin)

BACKGROUND:
Initiated by: Councilor Corn and Councilor Cavin

The City of Roswell has suffered significant losses due to catastrophic flooding, and the City of Roswell, due to previously acquired debt is in a significantly cash poor position; so the City of Roswell, needs all available liquid funds to make essential repairs to destroyed municipal property caused by flooding. All departments utilizing monies from Fund 1101 shall maintain a 2% savings of their FY25 appropriations.

FINANCIAL CONSIDERATION

- All departments utilizing monies from Fund 1101 shall maintain a 2% savings of their FY25 appropriations.

LEGAL REVIEW:
No Legal Review Required at this time.

BOARD AND COMMITTEE ACTION:
Finance Committee recommended approval 3-2 at their meeting on 2/6/25.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Resolution 25-08 draft

DRAFT

RESOLUTION 25-08

INSTRUCTING GENERAL FUND DEPARTMENTS TO MAINTAIN A 2% SAVINGS

WHEREAS, The City of Roswell has suffered significant losses due to catastrophic flooding, and

WHEREAS, The City due to previously acquired debt is in a significantly cash poor position, and

WHEREAS, the City needs all available liquid funds to make essential repairs to destroyed municipal property caused by the flooding,

NOW, THEREFORE, BE IT HEARBY RESOLVED BY THIS GOVERNING BODY,

All departments utilizing monies from Fund 1101 shall maintain a 2% savings of their FY25 appropriations.

PASSED, ADOPTED, SIGNED and APPROVED the ___ day of _____, 2025.

CITY SEAL

_____
Timothy Jennings, Mayor

ATTEST:_____
Amalia Martinez, City Clerk

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 28.
Meeting Date: 02/13/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Ordinance 25-01: authorize to advertise for a public hearing to consider proposed Ordinance 25-01 amending the Municipal Campaign Finance Code. (Heldenbrand/Yntema)

BACKGROUND:
Initiated by: Councilor Heldenbrand

The City amended its campaign finance code in 2023 to provide for greater transparency. Following the election, upon review, minor amendments appear prudent to clarify who is a candidate and who is subject to finance reporting.

FINANCIAL CONSIDERATION
The proposed Ordinance creates no financial obligations for the City.

LEGAL REVIEW:
Drafted by the City Attorney.

BOARD AND COMMITTEE ACTION:
Legal committee recommended approval (5-0) at their meeting on January 30, 2025.

STAFF RECOMMENDATION:
proceed as presented

Attachments

Ordinance 25-01 - redline

ORDINANCE 25-01

AN ORDINANCE AMENDING THE MUNICIPAL CAMPAIGN FINANCE CODE

WHEREAS, the City of Roswell opted into the Local Election Act through Ordinance 23-01, *and*

WHEREAS, following the first election under the Local Election Act Governing Body seeks to update the City of Roswell's Election Code for greater clarity and transparency, *and*

WHEREAS, the City of Roswell and Governing Body find it desirable and beneficial to provide for greater transparency, simplicity, and more regular reporting of campaign donations.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:
SECTION 1. Chapter 12 of the Roswell Code is amended as follows

Chapter 12 ELECTIONS
ARTICLE I. IN GENERAL

Sec. 12-3. Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Candidate means an individual ~~seeking~~ who has filed to run for ~~election to~~ the position of mayor, councilor, or municipal judge at a regular or special election of the city or any individual who has or who's political committee (i.e. campaign committee) has received $500.00 or more in contributions or has expended $500.00 or more to advance his election for the position of mayor, councilor or municipal judge at a regular or special election of the city.~~.~~

Contribution means a gift, subscription, loan, advance or deposit of any money or other thing of value which is made for the primary purpose of supporting or opposing a candidate or ballot item for elective office. This does not include the value of a volunteer's time provided without compensation or unreimbursed personal expenses, such as vehicle use or meals, of individuals who volunteer a portion or all of their time on behalf of a candidate.

Election means any regular or special municipal election in which a City of Roswell candidate for mayor, councilor, municipal judge, or ballot item are on the ballot.

Expenditure means a payment, transfer, or distribution, or obligation or promise to pay,

transfer or distribute any money or other thing of value for the purpose of influencing the outcome of an election of a candidate or Roswell ballot item, but does not include the candidate's or his immediate family's personal expenses such as vehicle use or meals.

Political committee means every two or more persons who are selected, appointed, chosen or associated for the purpose of, wholly or in part, supporting or opposing a candidate or ballot item at any election.~~, and~~ This includes political committees, campaign committees, ~~or~~ similar organizations composed of employees or members of any corporation, labor organization, trade or professional association or any other similar group which raises, collects, expends or contributes money or any other thing of value for the purpose of supporting or opposing a candidate in a municipal election. Political committees that expend less than $200.00 are not subject to the requirements herein.

Reporting individual means every candidate, every treasurer of every political committee or treasurer of every general purpose political committee whose purpose is to aid the candidate in the campaign for municipal office.

Sec. 12-4. Applicability

This division applies to any contributions, expenditures, person(s), or committees ~~whose purpose~~that intentionally ~~is to~~ encourages adoption or defeat of any municipal candidate or ballot item submitted to the voters of the city. This division does not apply to issue-only expenditures or contributions.

Sec. 12-5. Paid Political Advertising

No candidate, individual, or political committee shall pay all or any part of the cost of any political ad endorsing or opposing a candidate or ballot item for an election without disclosing such sponsorship in the ad.

SECTION 2. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 3. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 4. This ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED and APPROVED _____, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 29.
Meeting Date: 02/13/2025
COMMITTEE: N/A
CONTACT: N/A **CHAIR:** Mayor Pro Tem

ACTION REQUESTED:
Administratively Executed Leases December 2024-January 2025

BACKGROUND:
Initiated by: Hess Yntema

FINANCIAL CONSIDERATION
See fiscal impact.

LEGAL REVIEW:
City Attorney drafted this item.

BOARD AND COMMITTEE ACTION:
Department report.

STAFF RECOMMENDATION:
Legal Communications- Leases December 2024/ January 2025

Attachments

Legal Communication-Leases

COMMUNICATION

February 13, 2025
From Hess Yntema, City Attorney
To: Regular Meeting City of Roswell Council

RE: Administratively Executed Leases- December 2024/January 2025

Mayor Pro Tem and members of the Council,

I. Leases

Below please find a description of all the leases entered into administratively pursuant to §2-205 of the Roswell City Code. All leases are for a period of one year and at a value less than $20,000.00 per year.

These Leases are consistent with Local and State law, ROW rate structures, an FAA's self-sustaining principle and other applicable FAA rules and regulations. All leases are available for inspect at ROW, the City attorney's office, or electronically. As with all but two airport buildings, these buildings have not been appraised in the past 10 years.

The leases listed below involve Aero Design, Bldg. 1000 and Aero Consulting Company, Bldg. 120 Sp. 4;

1. Aero Design. Term 1 year commencing December 1, 2024 and ending November 20, 2025. Rent- $10,506.00 annum payable 12 monthly installments of $875.50;

2. Aero Consulting Company-Bldg. 120 Space 4. Term 1 year commencing on February 1, 2025 and ending January 31, 2026. Rent- $2,937.50 annum payable in 12 monthly installments of $244.97.