FINANCE COMMITTEE AGENDA
Thursday, May 7, 2026 at 2:00 P.M.
City Hall - Mike Mathews Conference Room
425 N. Richardson Ave.
Roswell, New Mexico 88201

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

NON-ACTION ITEMS

1. Golf March Report (pg. 4)
2. Visitor Center (pg. 8)
3. Public Affairs (pg. 24)
4. Public Affairs- 3 Advertising- Tourism Marketing Report (pg. 28)
5. Museum Monthly Report (pg. 49)
6. Roswell Public Library (pg. 52)
7. Lodgers Tax (pg.105)
8. Cannabis Excise Tax(pg.118)
   Gross Receipts Tax
9. Discussions on the proposed Police Station (pg. 124)
10. Roswell- Chaves County Economic Development Corporation (pg. 125)
11. MainStreet Roswell (pg. 138)
12. Roswell Hispano Chamber of Commerce (pg. 151)

FLOOD DISASTER UPDATES

13. Flood Disaster Update (pg. 159)

ACTION ITEMS

14. Ordinance 26-04: Authorize to advertise for a public hearing on proposed Ordinance 26-04, An Ordinance Amending the City of Roswell's Purchasing Procedures. (Nairn-Mahan) (pg. 163)

15. Consider recommending approval of a budget adjustment in the amount of $83,758.08 to authorize the purchase of a vertical carousel file storage system. (Herring) (pg., 173)

16. Consider recommending approval of a budget adjustment in the amount of $3,724.00 to relocate all recording equipment, including installation and uninstallation, to the new location. (Herring) (pg. 191)

17. Approval to implement an across-the-board hourly wage increase for all personnel at the Pecos Valley Regional Communications Center to improve recruitment, retention, and operational stability. (Herring) (pg. 196)

18. Consider recommendation for Budget Adjustment and authorization to purchase of a new 2026 "Bucket Truck" from Global Rental Co., Inc. the amount of $175,662.00. (MacCornack) (pg. 200)

19. Consider the recommendation for a budget adjustment and approval to purchase a Vanguard Truck Centers under TIPS contract #240901 for the purchase of a Front Load Truck in the amount of $388,574. (Chaparro) (pg. 203)

20. Consider approval of the Scope of Work for RFP-26-XXX Goddard Collection Flood Recovery Assessment, Stabilization, and Conservation Services. (Brooks) (pg. 254)

21. Requesting the purchase of engineering services in the amount of $88,987.77 to Molzen Corbin for National Championship Air Races (NCAR) Drainage Improvements. (Rogers) (pg. 262)

22. Requesting approval of Resolution 26-xx accepting funds as part of NMDOT's Capital Outlay Program. (Rogers) (pg. 268)

23. Approval to proceed with the burial of overhead power lines at the Air Center to enhance safety. It will also provide safety for Air Race event operations. (Vigil) (pg. 297)

24. Resolution 26-XX Disposal of Certain Surplus Personal Property. Consider recommending to full Council adoption of Resolution 26-XX to dispose of certain surplus property listed on the attachment. (Hicks) (pg. 300)

25. Consider approval of the award for ITB-26-011 Transit Facility Restroom Remodel Project to White Rock Construction & Services, Inc., in the amount of $139,030.83, including applicable New Mexico Gross Receipts Tax (GRT). (Hicks) (pg. 303)

26. Consider recommending the adoption of Resolution 26-XX approving a budget adjustment for the fiscal year ending June 30, 2026. (Gomez) (pg. 307)

APPROVAL OF MINUTES

27. Consider approval of the April 02, 2026, Regular Finance Committee Minutes. (pg. 310)

TABLED ITEMS

28. Consider recommendation of approval of the Roswell Hispano Chamber of Commerce funding request of $26,860 for Fiscal Year 2027. (Conyers) (pg. 329)

29. Consider recommendation of approval of the MainStreet Roswell funding request of $75,000 for Fiscal Year 2027. (Conyers) (pg. 346)

30. Consider recommending approval of the FY27 Proposed Budget. (pg. 365)

PUBLIC PARTICIPATION

ADJOURN

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

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 at least one week prior to the meeting or Clerk at 575-624-6700 if a summary of other type of accessible format is needed.
Printed and posted on Monday, May 04, 2026.

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ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 1.

Finance Committee
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

DEPARTMENT NAME:
Golf March Report

Attachments

Golf March Report

ROSWELL

GOLF – March, 2026

Highlights:

- **March was our last month before Tournament Season Officially begins!! The beautiful New Mexico weather has kept us extremely busy. We did almost 2,500 rounds of golf and rented over 2,000 carts for the month.**
- **We aerated our greens at the end of the month and it didn't slow us down even a little bit. Our team did an amazing job with Aeration, one of the best Aerations I've been a part of.**
- **We Hosted a couple of successful tournaments as well. The Tony Regalado HUH Invitational had a great turn out and managed to be more successful than last year. Spring River kicked off the High School JV season, we had over 120 ladies and gentlemen battle the course.**
- **Our City Slickers Golf Association kicked off 2026 with a bang, over 60 members have joined our Association and we only expect it to get bigger and bigger. We will host one tournament every month, we expect this to just get bigger and bigger ever year.**

Specific & Routine Maintenance:

- Cut cups 3 times a week.
- Moved tee markers as needed.
- Dumped trash as needed.
- Mowed greens this week
- Finished seeding and covering bare areas on the greens.

Revenues

Category	Qty	Subtotal	Cost	Profit
Alcohol / Beer	2081	$8,730.68	$2,878.76	$5,852.09
Alcohol / Liquor	1169	$5,747.05	$1,696.50	$4,050.30
Food and Beverage / Drinks	1769	$3,490.13	$1,239.81	$2,250.71
Food and Beverage / Snacks	1190	$2,485.53	$968.32	$1,517.66
Golf / Green Fees	2435	$20,252.74	$0.00	$20,252.74
Golf / Memberships	16	$5,476.20	$0.00	$5,976.20
Golf / Services (GHIN & Club Storage)	2	$0.00	$0.00	$80.00
Golf Carts	2043	$32,852.78	$0.00	$33,020.78
Merchandise / Accessories	96	$3,014.26	$1,778.15	$1,236.01
Merchandise / Apparel	8	$538.11	$440.00	$98.11
Merchandise / Clubs	12	$2,939.48	$3,172.73	$1,013.75
Merchandise / Footwear	1	$91.43	$84.30	$7.13
Merchandise / Gloves	52	$1,052.49	$658.48	$394.00
Merchandise / Golf Bags	6	$2,004.75	$1,359.77	$644.98
Merchandise / Golf Balls	299	$3,626.60	$2,397.41	$1,229.15
Merchandise / Headwear	21	$661.87	$437.55	$224.25
Range Balls	559	$3,043.53	$0.00	$3,043.53
Rental Club Fees	26	$403.86	$0.00	$403.86
Tournament Credit Book	14	$0.00	$0.00	$8,466.44
Tournament Fees	0	0	$0.00	$0.00
Total March Profit	11798	$96,411.49	$17,111.78	$89,761.69

TOTAL GROSS REVENUE	$ 111,694.18







Pro Shop Revenues

July 1, 2025 - June 30, 2026						
Month	Qty	Subtotal	Subtotal w/o Tax	Cost	Profit	Gross Revenue
Jul-25		$119,486.77	$113,512.06	$19,981.65	$129,166.43	$155,122.48
Aug-25		$123,939.14	$117,742.28	$22,718.38	$132,920.51	$161,836.00
Sep-25		$89,950.85	$85,453.20	$13,754.29	$86,026.81	$104,278.31
Oct-25		$93,844.33	$89,625.86	$12,832.83	$76,792.83	$93,844.33
Nov-25		$71,703.95	$68,120.51	$9,801.04	$64,769.29	$78,153.39
Dec-25		$70,694.51	$67,160.91	$12,115.22	$63,106.42	$78,755.11
Jan-26		$72,655.78	$69,024.06	$6,449.59	$67,209.33	$77,290.50
Feb-26		$66,231.34	$62,920.88	$7,692.16	$62,538.95	$73,541.88
Mar-26		$96,411.49	$91,590.24	$17,111.78	$89,761.70	$111,694.18
Apr-26						
May-26						
Jun-26						
Fiscal Year		$805,170.16	$765,390.00	$122,576.94	$772,412.27	$934,756.18

Submitted by: Tim VandenBout, Golf Course Manager
Approved by: Jim Burress, Special Services Director

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 2.

Finance Committee
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

DEPARTMENT NAME:
Visitor Center

Attachments

Visitor Center March 2026 Monthly Report

Monthly Visitor Center Report
March 2026

Visitor Center:

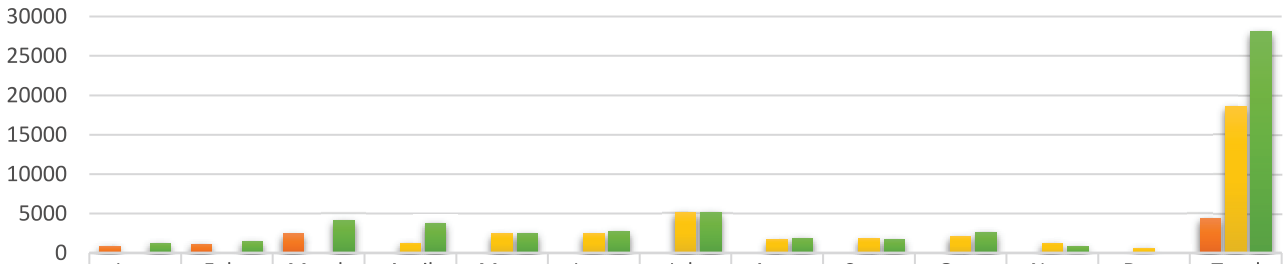
- Welcomed **2441** guest, **712** overnight stays in Roswell or **29%** and **76** Roswell locals.
- **March** sales total **$7506**
- **Top 5 items sold:** Alien Glasses, Trucker Hat, Believe Tee, Postcards, Pastel Tie Dye Tee.

March 2026 Visitation Report

	March Comparison			YTD Comparison		
	2024	2025	2026	2024	2025	2026
Roswell Residents	102	0	76	270	0	160
New Mexico Visitors (Not including Roswell Area)	211	0	124	340	0	206
US Visitors (Not including New Mexico)	3566	0	2173	5701	0	3881
International Visitors	280	0	68	539	0	176
Unknown Visitors	0	0	0	0	0	0
Total Visitors	4159	0	2441	6850	0	4423

Numbers reflected above are by calendar year
Visitor Center Hours
Tuesday - Saturday 9am - 5pm
Closed Sunday & Monday

Visitor Comparison By Calendar Year 2026

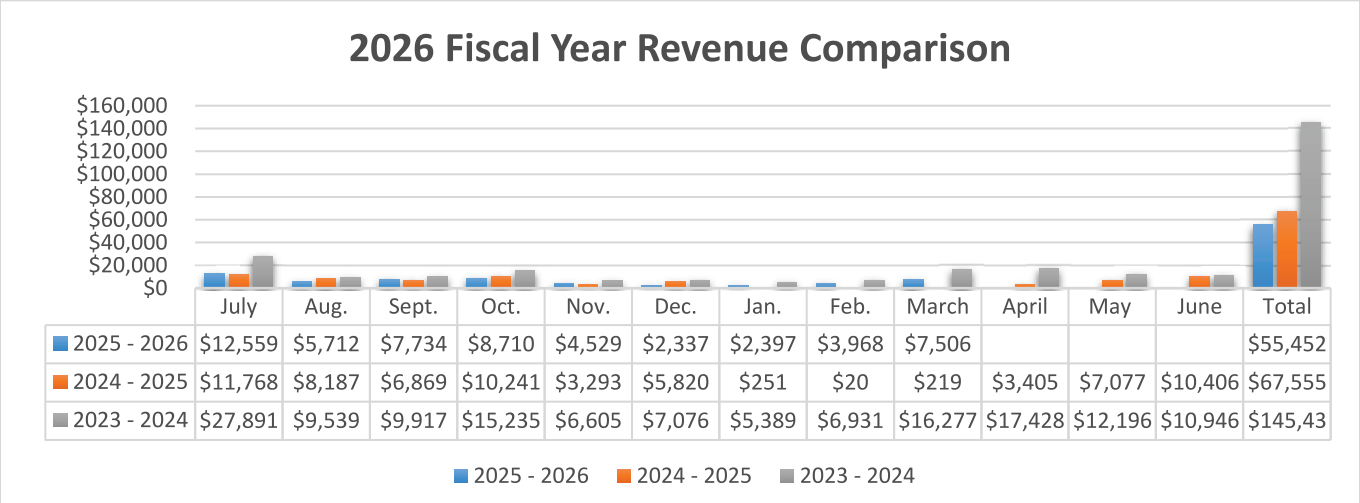


	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
2026	861	1121	2441										4423
2025	0	0	0	1263	2421	2414	5092	1707	1798	2057	1263	567	18582
2024	1244	1447	4159	3769	2531	2776	5144	1881	1718	2596	834	0	28099

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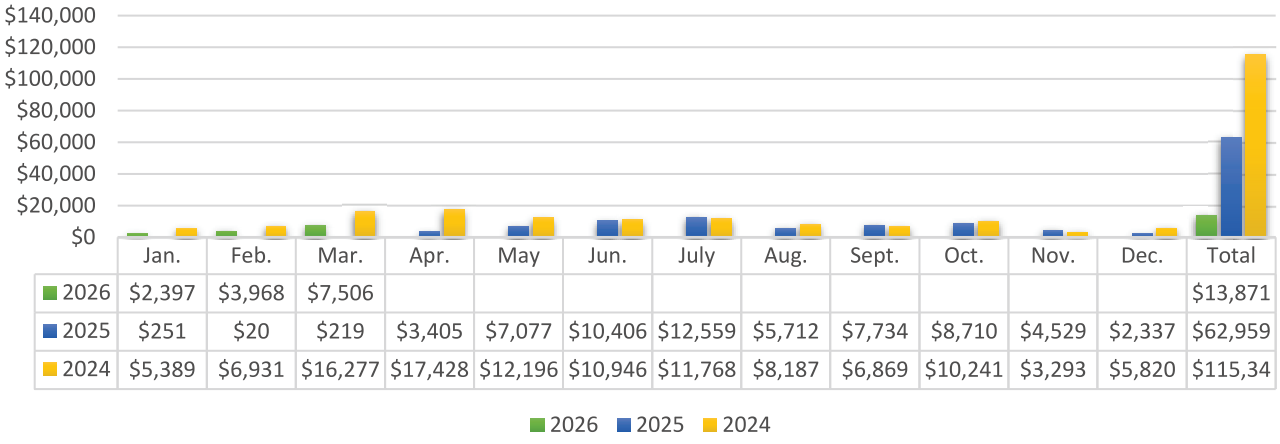
Facility Operations:

- Posted events on Community Calendar, SeeRoswell.com and Visit Widget that were submitted to the websites or events that we have looked for through using other resources.
- Promoted blood drives, small businesses, Spring River Zoo, Virtual Events, Roswell Museum and CSPs on KENW-Portales radio station every Thursday which is written by Visitor Center Staff.
- Updated inventory numbers at Visitors Center once a week and stock room once a month.
- Staff training to help with advancements and trying that is required yearly.
- 3/5/26 to 3/9/26 - Travel Adventure Show Long Beach, CA. – **Amanda & Dorothy**
- 3/11/26 – Safety Committee Meeting. – **Amanda**
- Moved & Prep for safety to move in to offices. – **Amanda**
- 3/20/26 – Shipped displays to Dallas Travel Adventure Show. – **Amanda**
- 3/23/26 – VC Pest Control Services
- 3/24/26 – Equipment Road'eo Marketing meeting – **Amanda**
- 3/26/26 – Senior Staff Headshots – **Amanda**
- 3/26/26 to 3/30/26 – Travel Adventure Show Dallas, TX. – **Amanda**
- Searched and found 52 city/community events for the month of March. Entered into the community calendar and seeroswell calendar for locals and visitors to view on website and mobile app. – **VC Staff**
- Total of 6 request for swag bags. (1 for Duncan Creek Elementary & 5 for Meredith Hildreth) – **VC Staff**
- 13 COR Newspaper articles clipped scanned and archived. – **VC Staff**
- Call out for brochures from Las Vegas NM, Capulin Volcano, Fort Stanton, Visit Amarillo, True Story of Smokey the Bear, Roswell Spacewalk, Roswell Toy Museum. – **VC Staff**
- 1900 brochures received and counted into inventory from El Malpais National Monument, New Mexico True, Roswell UFO Tour, Roswell Spaceport, Bricktown Alien Attack, Los Alamos 2026 Guide, Las Vegas City Guide, Area 52, Intergalactic Transportation and Las Vegas (Brown). – **VC Staff**



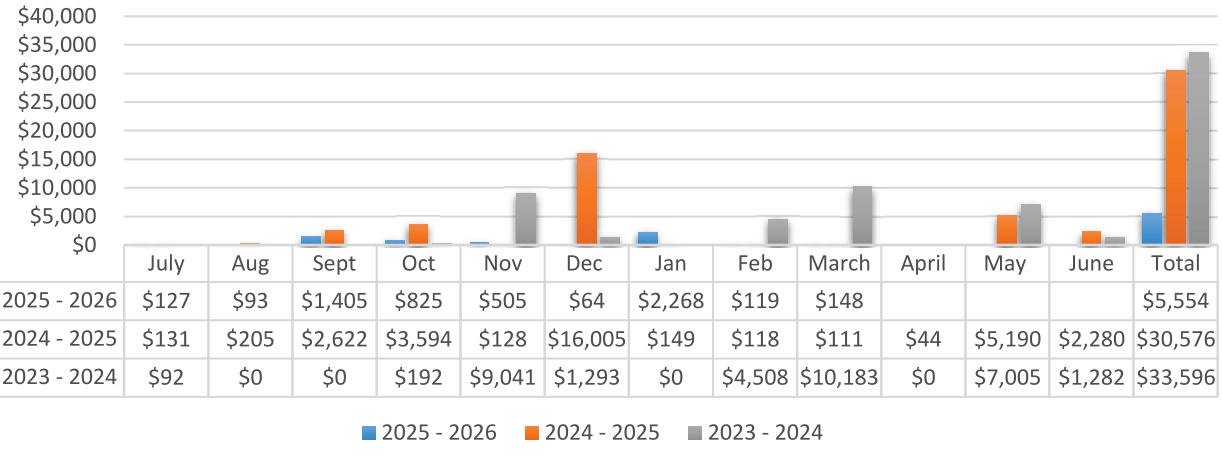
	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	Total
2025 - 2026	$12,559	$5,712	$7,734	$8,710	$4,529	$2,337	$2,397	$3,968	$7,506				$55,452
2024 - 2025	$11,768	$8,187	$6,869	$10,241	$3,293	$5,820	$251	$20	$219	$3,405	$7,077	$10,406	$67,555
2023 - 2024	$27,891	$9,539	$9,917	$15,235	$6,605	$7,076	$5,389	$6,931	$16,277	$17,428	$12,196	$10,946	$145,43

Calendar Year 2026 Revenue Comparison



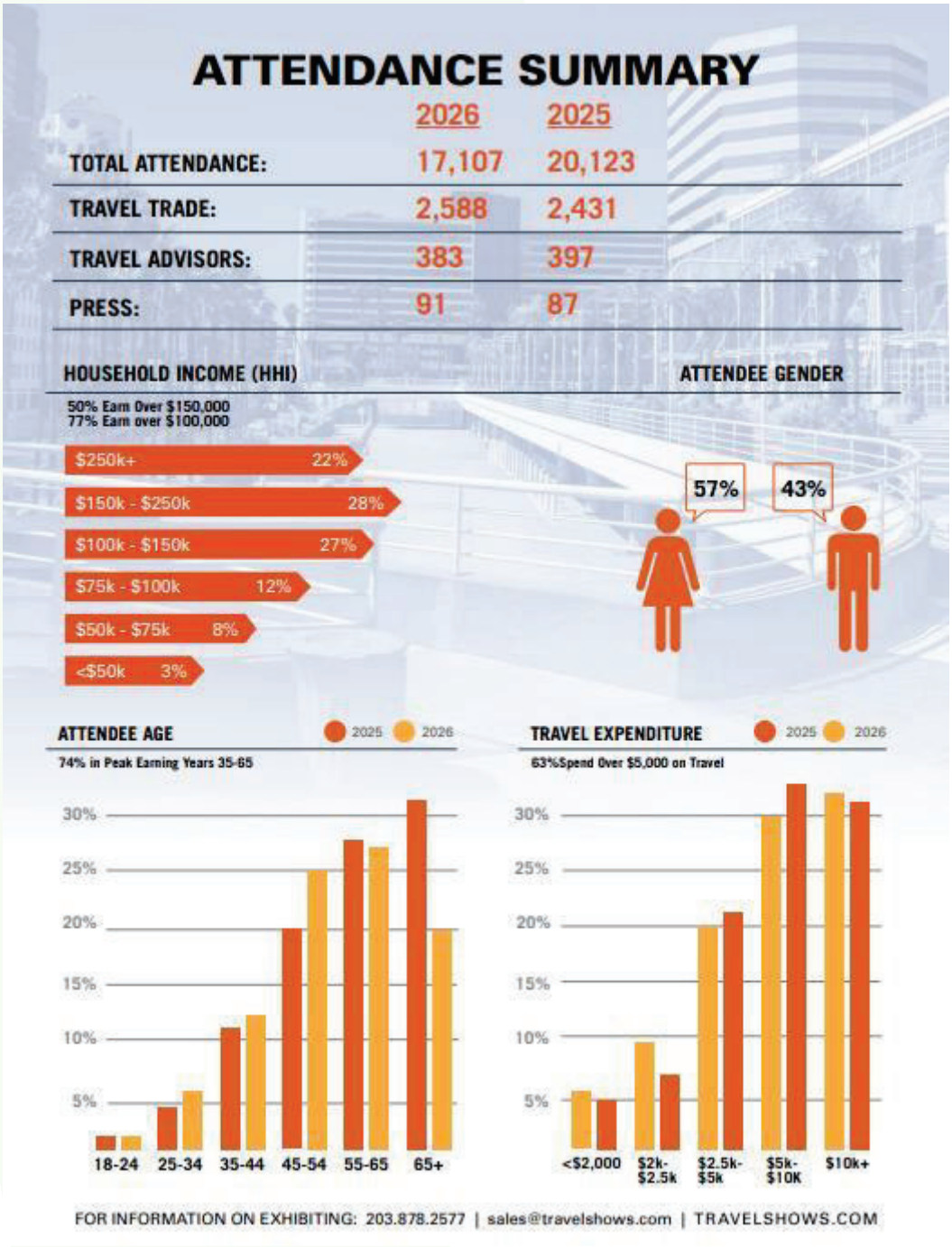
	Jan.	Feb.	Mar.	Apr.	May	Jun.	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
2026	$2,397	$3,968	$7,506										$13,871
2025	$251	$20	$219	$3,405	$7,077	$10,406	$12,559	$5,712	$7,734	$8,710	$4,529	$2,337	$62,959
2024	$5,389	$6,931	$16,277	$17,428	$12,196	$10,946	$11,768	$8,187	$6,869	$10,241	$3,293	$5,820	$115,34

2026 Fiscal Year Merchandise Expenses



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total
2025 - 2026	$127	$93	$1,405	$825	$505	$64	$2,268	$119	$148				$5,554
2024 - 2025	$131	$205	$2,622	$3,594	$128	$16,005	$149	$118	$111	$44	$5,190	$2,280	$30,576
2023 - 2024	$92	$0	$0	$192	$9,041	$1,293	$0	$4,508	$10,183	$0	$7,005	$1,282	$33,596

Travel Adventure Show Long Beach, CA (venue change from last year Los Angeles)

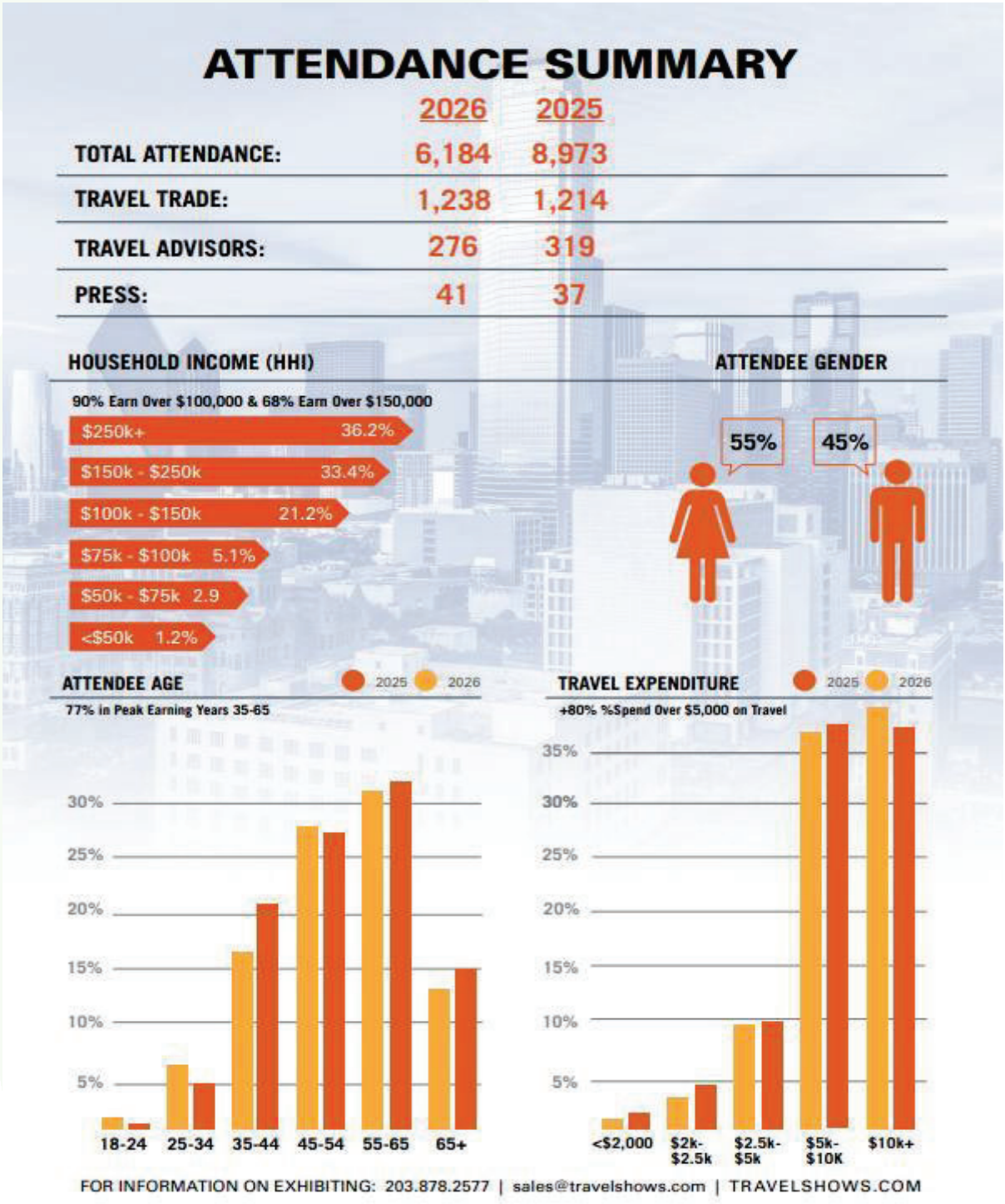


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Travel Adventure Show Dallas, Texas



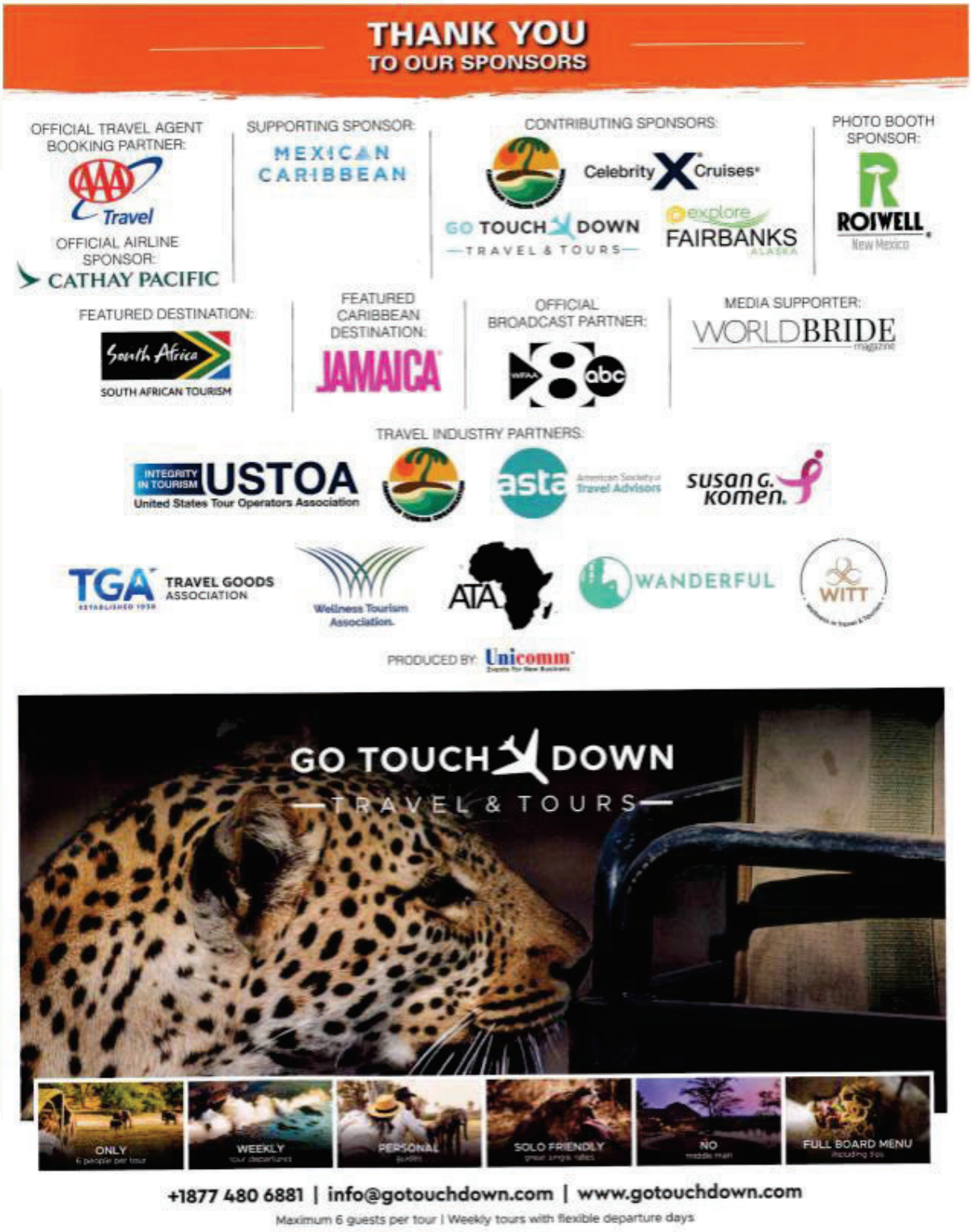
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Dallas Photo Booth Sponsorship





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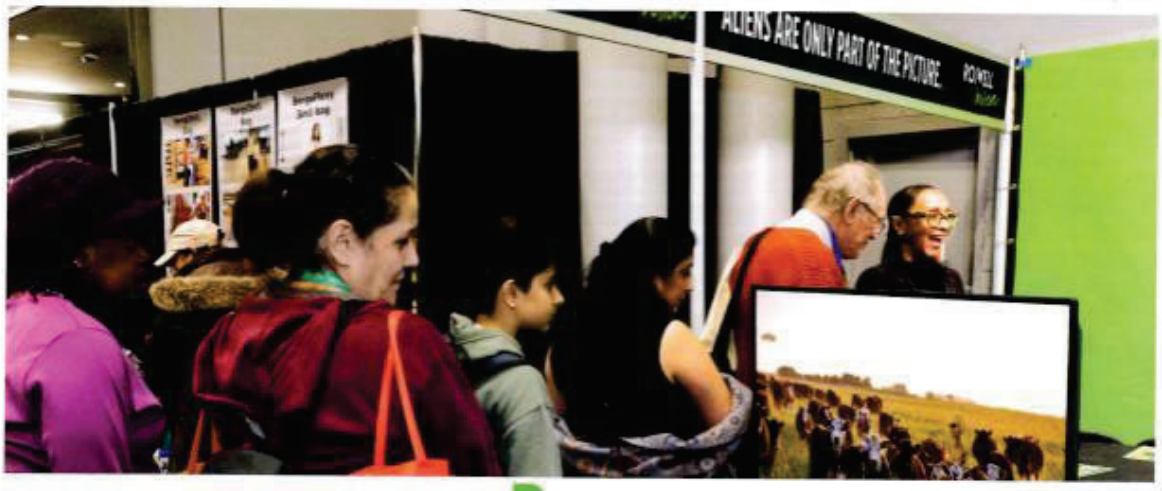


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SHOW ACTIVITIES
PHOTO BOOTH



ROSWELL, NEW MEXICO PHOTO BOOTH #563
Picture yourself in Roswell, New Mexico!

Stop by the Roswell, New Mexico Photo Booth #563 and discover the area's unique destinations.

You can leave the show with some pictures of you and yours at Roswell, New Mexico locations with our interactive and hugely fun Green Screen Photo Booth. Pick your spot from our amazing collection of Roswell, New Mexico's most famous travel locations – and our professionals will prop you up, snap a great pic and give you a take-home photo.





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ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 3.

Finance Committee
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

DEPARTMENT NAME:
Public Affairs

Attachments

PA March 2026

Public Affairs Department Report
March 2026

General Public Affairs

- Assisted Roswell Museum for Goddard Centennial on March 14th and March 16th
- Held meeting with CivicPlus on Government website redesign
- Attended a meeting for America 250 Roswell and created the Facebook and website on roswell-nm.gov
- Received on invoices for the department
- Abstract, information gathering, and PPT for Finance Committee and City Council items/department reports
- Held virtual meetings with 3 Advertising for marketing initiatives for the City of Roswell tourism and UFO Festival
- Sent FixIt forms to the respective departments- 11
- 1 SET meetings- 4 applications reviewed
- Occupancy Tax Board Meeting- Meetings are now quarterly
- Keep Roswell Beautiful Board Meeting- No action was taken. No quorum established
- Created and ordered marketing collateral for various departments
- Updated OOH billboards / Marquee / Rise vision
- Updating website links on roswell-nm.gov, ufofestival.com, seeroswell.com and flyroswell.com

Current Media Outputs

- Current Campaigns include: Recycling, Help Stop Illegal Dumping, SW Truck Awareness, United Airlines Service, Goddard Centennial, America 250 Roswell, Taking out the Trash, Council Connection, RPD Fit-Test, HR Benefits Fair, Top Flight Tavern, Springtime Adoption Event, Easter Egg Hunt,
- News flashes on website: 0
- Government website updates: Estimated 99
- Form Updates: 0
- New Forms: 1
- Facebook: 82 (excluding tourism page)
- Instagram: 6
- TikToks: 0
- FB Lives: 1
- Rise Vision Updates: 6

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New Digital Billboards & Marquee: 4
Videos: 2

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

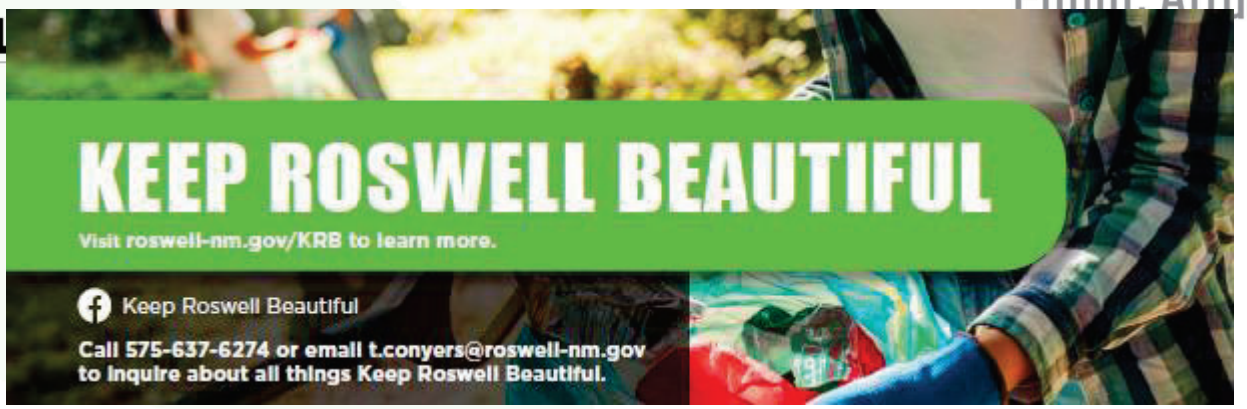


Graphic Design-

Created an estimated ***64 graphics.*** March set off with continuing on support graphics and printing in-house for the Goddard Centennial, and the Taking Out the Trash events. Preparation for the upcoming Summer Guide, alongside general day-to-day web support, form updates and graphics created for city departments like business cards and email signatures.

A few small campaigns kicked off, and rack cards were created (for the new United Airlines and RPD Recruitment cards) and updating the Pecos Valley Regional Communications Center (PVRCC) logo for enabling clarity and scalability.

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



KRB Coordinated Taking out the Trash events on March 7th, 21st, and 28th with Roswell Sanitation Department. We collected 41 tons of trash between all 3 events. We also cleaned up the gazeebo at RIAC Park at the March 21st event.



GREATEST AMERICAN CLEANUP

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

Registration begins at 8am | FREE

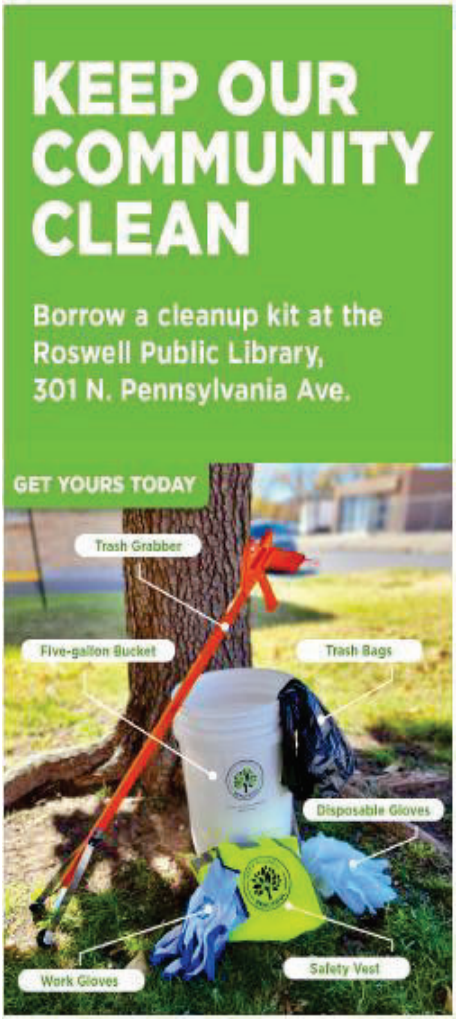
Cielo Grande Recreation Complex, 1612 W. College Blvd.

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

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

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





ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 4.

Finance Committee
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

DEPARTMENT NAME:
Public Affairs- 3 Advertising- Tourism Marketing Report

Attachments

3 Advertising Report

Tourism Advertising Initiatives

3 Advertising

ROSWELL
New Mexico



An introduction to 3

We work with New Mexico's most successful brands.

























Recognition

One Show Pencil

One Show Merit Awards

Communication Arts Advertising & Design Annuals

Cannes finalists

Archive

Graphis

National Addys

Shoot Magazine

Print Design Annual

EFFIE

Ogilvy Effectiveness Awards



Our product is our thinking.

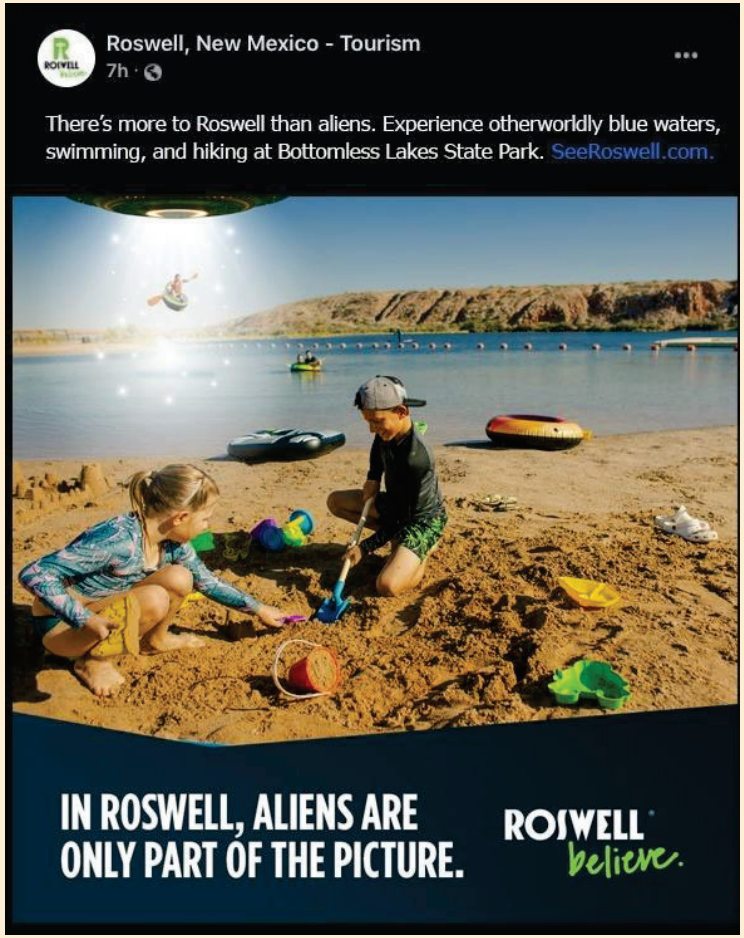
An advertising agency is its people. Our product is the thinking that the people here at 3 do every day and the specialized ability to make ideas a reality.

The benefits to our clients include:

- New ways of looking at things,
- New ways of executing our communications,
- And ultimately campaigns that achieve results.

We hire the best and keep them here.





What we deliver:

- Message research and strategy
- End-to-end account planning and management
- Partnership with NM Tourism Department
- Thoughtful media planning, placement and reporting for a variety of linear and digital channels
- Creative development, including branding, art direction, design, copywriting
- Website development and online communications
- Production services, from video and audio, to printed materials, to large scale installations

Strategic Approach to Roswell's Tourism Efforts

ROSWELL
New Mexico

OBJECTIVE

Communications Objective: To develop well-rounded messaging that focuses on Roswell as a destination. This messaging will frame a positive visiting experience for travelers, enticing them to repeat visit and expand their perception of what Roswell has to offer.

In order to: Increase overnight leisure travel to Roswell, leading visitors to spend more time and money in the community and ultimately strengthening tourism and lodgers' tax revenue.

ROSWELL
New Mexico

TARGET AUDIENCES: Primary

Sci-Fi/Extraterrestrial Enthusiasts and Truth Seekers: May come as couples, groups of friends, or mom and dad with the kids. They come for the lore of alien and UFO activity, they play along and want to believe.

Families: They want something that everyone can enjoy such as outdoor activities, places to see, zoos/recreational areas for the kids, etc. This group wants to travel to a memorable place with a lot to offer without being too expensive. *This year we will really want to focus on the affordability for this group.*

Weekend Warriors: These people have regular jobs and not a lot of free time. They are looking for a place that is easy to get to and affordable.

New secondary inclusions for 2026: Rvers, ATV and other outdoor adventurers, and aviation enthusiasts

Campaign:
Aliens are only part of the picture.

ROSWELL
New Mexico

Creative Approach:

We know that alien lore is often the hook for Roswell visitors, but we also want tourists to know there's more to our destination than UFO culture. That said, we know we can't ignore what has made Roswell famous. In this campaign, we let visitors know that **Aliens are only part of the picture**. This allows us to showcase all the different aspects of Roswell tourism while still nodding to our claim to fame in a tongue-in-cheek way.

And in various executions, we remind visitors that Roswell is an ideal place to stay to see area attractions to further drive overnight stays.

ROSWELL
New Mexico

ALIENS ARE ONLY PART OF
THE PICTURE.
ROSWELL
believe.
SEEROSWELL.COM.
20493B


ALIENS ARE ONLY PART OF THE PICTURE.
ROSWELL®
believe.
SEEROSWELL.COM.
20493B


Roswell, New Mexico - Tourism
7h ·
There's more to Roswell than little green men. Discover out-of-this world shopping and dining when you explore downtown. SeeRoswell.com.
IN ROSWELL, ALIENS ARE ONLY PART OF THE PICTURE.
ROSWELL believe.


Roswell, New Mexico - Tourism
7h ·
There's more to Roswell than little green men. Discover out-of-this world shopping and dining when you explore downtown. SeeRoswell.com.
IN ROSWELL, ALIENS ARE ONLY PART OF THE PICTURE.
ROSWELL believe.


Roswell, New Mexico
Sponsored ·
Find more than UFO lore in Roswell. Enjoy low-cost RV stays and wide-open New Mexico adventure.
SEEROSWELL.COM
Learn More
Like
Comment
Share


Roswell, New Mexico
Sponsored ·
Roswell is more than aliens. It's affordable RV parks, big New Mexico skies and plenty to explore without breaking the bank.
SEEROSWELL.COM
Learn More
Like
Comment
Share

Finance Committee Page 44 of 365 City of Roswell



IN ROSWELL, ALIENS ARE ONLY PART OF THE PICTURE.

Roswell, New Mexico offers more than extraterrestrial intrigue. Explore Bottomless Lakes State Park for swimming and hiking. Find unique shops in our walkable downtown district. And enjoy Bitter Lake National Wildlife Refuge with awe-inspiring views and incredible birdlife. It's a cosmic adventure that's lightyears from expensive.

ROSWELL®
believe.

SeeRoswell.com

Media:
Campaign plan & current impact

ROSWELL
New Mexico

Tactical Approach

Timing:

- Spring (Spring Break/March – mid-May)
- Summer (mid-May – mid-August)
- UFO Festival / the country's 250th birthday (July 3-6)

Geography:

- In Texas – Lubbock, Amarillo, Odessa-Midland and El Paso
- In New Mexico – Las Cruces and Albuquerque

Tactics include:

- Social media (Facebook, Instagram)
- Programmatic Display (Web banner ads)
- Streaming audio (podcasts, music)
- Paid search (SEM)
- Outdoor
- Radio
- Print (various NM and travel publications)

ROSWELL
New Mexico

Digital Media Results Update

Since our FY26 Tourism campaign has been running, we have delivered as intended and have exceeded our goals. We are also seeing significant year over year improvements.

- **1.2M** impressions
- **16,355** new sessions on the website
- **10,407** conversions
- **18,946** clicks
- Exceeded cost-per-action benchmarks across the board for every digital tactic employed
- Facebook/Instagram has a click-through-rate (CTR) of **2.26%** (double over FY25)
- Display has a CTR of **0.12%** (just shy of FY25's 0.13%)
- Audio has a nearly perfect completion rate of **99.13%**
- Paid search (SEM) has a CTR of **15.91%** (an improvement over FY25's 13.62% CTR).

Impression detail for other media and lodging is available as requested.

ROSWELL
New Mexico

Thank you!

ROSWELL
New Mexico

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 5.

Finance Committee
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

DEPARTMENT NAME:
Museum Monthly Report

Attachments

Museum Monthly Report

Roswell Museum

APRIL 2026
MONTHLY REPORT

MARCH ATTENDANCE

	FY2026	FY2025	FY2024	FY2023
EVENTS/PROGRAMS	488	50		
OUTREACH	-	50		
VOLUNTEER VISITS	148	15		
MUSEUM BUSINESS	-	-		
MARCH TOTALS	636	115	4,117	2,893
FISCAL YEAR-TO-DATE TOTALS	10,677	10,500	31,058	26,151

MARCH REVENUES

	FY2026	FY2025	FY2024	FY2023
MEMBERSHIP	-	1060		
STORE	-	-		
MARCH TOTALS	-	1060	18,841	28,422
FISCAL YEAR-TO-DATE TOTALS	2,445	58,472	133,865	166,450

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

MARCH PROGRAMMING

EVENTS/PROGRAMS/OUTREACH	OCCURRENCES for MONTH	ATTENDEES	PARTNERSHIPS/SUPPORT
Goddard Centennial Celebration	1	480	RMAC Foundation, Xcel Energy, Leprino Foods, Pioneer Bank, RISD and multiple volunteers and partnering groups
Goddard Commemorative Launch	1	8	Armstrong Energy, Civil Air Patrol, Pecos Valley Rocketeers, and City of Roswell
TOTALS	1	488	

MEMBERS

	117 current active memberships	**164** current active members
FOR MONTH	**-** new memberships	**-** renewals
FISCAL YEAR to DATE	**-** new memberships	**23** renewals

VOLUNTEERS

FOR MONTH	**779** volunteer hours	**148** volunteer visits
FISCAL YEAR to DATE	**1397** volunteer hours	**349** volunteer visits

6,361 FACEBOOK FOLLOWERS

1,964 INSTAGRAM FOLLOWERS

643 E-NEWSLETTER SUBSCRIBERS

ACTIVITIES & HIGHLIGHTS

CURRENT STATUS & CONSERVATION

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

- The first batch of treatment proposals for paintings and works on paper provided by The Conservation Center is progressing through the approval process. Further treatment reports for this category are expected over the next 6-8 months.
- Conservation proposals are being finalized with museum staff by the Midwest Art Conservation Center and Pacific Coast Conservation for repair of items that remained in Roswell.
- Appraisals through Freeman's Appraisals have been completed for 1900 items from the fine art collection. Additional appraisal projects have been approved for 250 sculptures with Freeman's and 968 historical items with Art of Estates.

NEW MEXICO SPIRIT SPONSORSHIP

The Museum, through the RMAC Foundation, was awarded a sponsorship by the NM Spirit Semi-Quincentennial project through the State of New Mexico in support of a portable exhibit about Dr. Robert H. Goddard, his time in Roswell, and the conservation of the museum's Goddard artifacts. The exhibit, which will include portable image and text panels, a video, brochures, and a children's activity booklet, will be displayed in Roswell and additional communities in New Mexico in celebration of the 100th anniversary of Robert Goddard's historic first-successful liquid propellant rocket launch and the nation's semi-quincentennial.

MIX & MINGLE

The museum held an event titled "Mix & Mingle: Help Reimagine the Roswell Museum" at Stellar Coffee on Thursday, April 16 from 5:30-8 pm. The well-attended event offered an opportunity for residents, artists, families, educators and visitors to share their ideas for the future of the museum following the October 2024 flood. Guests were invited to participate in interactive response boards, casual conversations, and idea-sharing activities designed to gather input on what the community values most and what people hope to see in a renewed Roswell Museum. Grants are being submitted for additional funds in support of similar future events.

STRATEGIC PLANNING WORKSHOP

A Strategic Planning Board of Trustees Workshop will be held Saturday, April 18 from 9 am to 2 pm with facilitation by Santa Fe-based consultant Sabrina Pratt. The plan will focus on goals and objectives during the closure while working toward a rebuild. The workshop is open to the public and will be held in the Mike Mathews Conference Room (formerly the Large Conference Room) at City Hall (425 N. Richardson Ave.). This project is supported by the RMAC Foundation.

MUSEUM FEATURED ON "MORNINGS WITH O'KEEFFE" VIRTUAL LECTURE

The Roswell Museum's Georgia O'Keeffe painting, *Ram's Skull with Brown Leaves,* was featured on the free virtual lecture series, Mornings with O'Keeffe, presented by the O'Keeffe Museum on April 15. The lecture, which dove into the history and recent conservation of the painting, was recorded and will be available on the O'Keeffe Museum's website and YouTube Channel.

Ram's Skull with Brown Leaves is currently on loan to the O'Keeffe Museum during flood recovery efforts. Age-related conservation and a new frame was provided through the generosity of the O'Keeffe Museum following the flood. It is currently on view at the O'Keeffe Museum.

RAIR OPENING

An exhibition by artist-in-residence Andy Van Dinh will open Friday, May 1 at the Anderson Museum with an artist talk at 5:30 pm followed by a reception. Dinh is a New York based artist whose work explores themes of relocation, adaptation, and resettlement as a reflection on his personal experiences with the Vietnamese Diaspora. The exhibit will be on view through June 14. The Roswell Museum partners with the RAiR Foundation in the presentation of the exhibitions at the Anderson Museum during the Roswell Museum's recovery.

SECOND SATURDAYS

In honor of the Robert Goddard anniversary, Second Saturdays in 2026 will have space themes. May's activity is Moons Above & Beyond. Participants will learn about different types of moons and paint their own. The Pecos Valley Iris Society will also join the museum this month as a special guest with an ikebana flower arranging activity.

REGISTRAR VACANCY

The registrar position, which provides oversight for the care and tracking of the collection, is currently vacant and a hiring process is underway.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 6.

Finance Committee
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

DEPARTMENT NAME:
Roswell Public Library

Attachments

Library Report - April 2-26
Library Strategic Plan
Community Assessment - Library
Collection Development -Policy

Roswell Public Library
March 13 – April 11, 2026

Accomplishments
Building Improvements Plans
Children's Garden: We have an agreement with Mevacon LLC to construct the Children's Garden. The ground breaking ceremony will focus on the children. We plan to use trowels instead of shovels for the children to participate in the groundbreaking ceremony on a yet to be determined time.

Skylights: The skylights have been ordered and should come in 12 to 16 weeks.

Service Improvements
2022 General Obligation Bond: We have submitted the final reimbursement to the New Mexico State Library for reimbursement for items purchased.

New Mexico State Library Grants-in-Aid: We used State Library Grants-in-Aid to purchase 7 iPads, screen protectors, and cases. We also purchased 2 Apple TVs so we might use the devices for programs. We used the remaining amount to purchase two books for the collection.

The iPads will allow us to show the public how to use Tumblebooks (online books for children), Libby (online books and audio books), Comics Plus (online comic books), Princh (printing app), Zoobean (online summer reading program reading log). We will be purchasing additional apps to use in programs.

Library Collection
During last fiscal year and this fiscal year, we have made many decisions to protect and preserve the collection. We are also taking steps to make searching the collection more user friendly. By the end of the fiscal year 2026 we should have completed an evaluation of the collection based on "MUSTIE" or

- Misleading: factually inaccurate
- Ugly/Moldy/Damaged
- Superseded: new edition available
- Trivial: outdated popular culture
- Irrelevant: to the community Elsewhere Available: usually on-line

The next step is to evaluate the collection on usage, date of publication and ensure we have all the books in the series, while also looking at collection tools such as H.W. Wilson's Public Library Core Collection for Fiction and Nonfiction to fill gaps in our collection.

Documents Required By New Mexico State Library
There are three documents that the New Mexico State Library requires all libraries to create and have on file with the New Mexico State Library. They are a three year

Strategic Plan, a five year Collection Development Policy and a five year Community Vision and Assessment. As luck would have it all three documents need to be updated this year. The Strategic Plan was approved by the City Manager in December 2025, the Collection Development Policy was reviewed by the Roswell Board of Trustees at the March meeting with no changes. The Community Vision and Assessment created in 2022 has been updated with information gleaned from the 2026 Comprehensive Master Plan for the City of Roswell.

Programs

Touch a Truck: Each March we ask City Departments and Organizations to spiff up their vehicle and bring it to the Roswell Public Library and allow families to touch the truck or sit in the truck and ask questions. On March 28, 2026, the Street's Department blocked off a portion of Pennsylvania Avenue so 224 people who attended the program might safely enjoy the fire truck, transit bus, Dion's pizza, and snow cones. Each child selected a free book.

A NM Department of Fish and Game instructor was presenting training in the meeting room, inquired about the event and has already marked his calendar to participate next year.

STEAM: We offered two Science, Technology, Engineering, Art, and Math each month this month. The program on rainbows attracted 40 people and the program on rockets at the end of spring break attracted 20 people. Due to the lower-than-normal number who attended the rocket program participants were able to spend time modifying their rocket designs. The April program on the Saturday before Easter attracted 12 participants, as the program was held on the same day as the city egg hunt at the Aquatic Center.

Quilt Display: The Pecos Valley Quilters have created a spring exhibit in the Bondurant Room. The exhibit includes several different types of quilting forms, as well as a quilting challenge that the Pecos Valley Quilters created to use up their scrap piles.

Tolkien Reading Day: Robert hosted a J.R.R. Tolkien reading day on March 25 (the day the one ring was destroyed). The public was encouraged to dress up as a Lord of the Ring character, but the staff got into the spirit too and some put on elf ears while others did a bit more. We had someone from the public come as Gandalf. The public earn a ticket for a drawing of a set of Lord of the Rings if they came in costume or checked out a book. The winner of the set of books shared that she had lost her set of Lord of the Rings in the October 2025 flood and the gift was much appreciated. We are now planning for a "May the Fourth/May the Force Be With You" day.

Spice Club: The spice of the month for April is Basil.

Summer Reading Program: The calendar was submitted to be included in the City of Roswell May-August brochure. The summer reading prizes have been ordered. We have a costume for Diana, and a Facebook mascot (a tiny dinosaur with lots of teeth).

ROSWELL

Public Library

Strategic Plan 2026 – 2031

Approved by

Chad Cole, City of Roswell, City Manager

Date

Table of Contents

I. **Message from Library Director** 5

II. **Executive Summary** 7

- Highlights
- Vision Statement
- Mission Statement
- Keys to Success

III. **Analysis** 9

- Process
- Aspirations
- Challenges
- What Library Services Are Most Important
- Other Considerations

IV. **Description** 14

- Legal Entity
- Hours of Operation
- Location
- Staff
- Services and Programs
- Building

V. **Goals and Objectives** 19

- Service Goals
- Building Goals
- Technology Goals
- Management of Library Goals

VI. **Marketing** 25

VII. **Evaluation** 25

VIII. **Appendix A** 27

IX. **Appendix B** 28

X. **Appendix C** 29

- Bibliography

Message from Library Director

The 2026-2031 Strategic Plan builds on the work of the previous strategic plans, while also taking into account the changes in New Mexico and Roswell, the rise of censorship, artificial intelligence, changes in publishing market, the need for continued outreach and education and talents of staff.

The unchanging goal for the Roswell Public Library is to maintain its status as a New Mexico Public Library.

Each state library determines what services are required for an organization to be a public library. In New Mexico those services are spelt on in 4.5.2 of the New Mexico Administrative Code.[1] This includes, but is not limited:

1. Providing free services in a library's legal service area, including library collections with circulating materials; reference services; a catalog of library holdings accessible by the public; educational programs; interlibrary loan services; public access computers connected to the internet; and internet connectivity for patrons and staff. This may also include any technology or service that relates to the access to information for patron use.
2. The Strategic Plan, Collection Development Plan and Community Analysis and Needs Assessment on file at the New Mexico State Library.
3. A Library Board that meets at least twice a year.
4. Provide reference service during all hours the library is open.
5. Spend annually local funds $1.50 per person in the library's legal service area on the library collection.
6. Submitting a report to the New Mexico State Library that is used to determine qualification to be a public library and received State Library Grants and Library General Obligation Bond Funds.

According to the New Mexico Statutes Annotated, Chapter 18, Articles 2-8 through 2-18 The Roswell Public Library Director must have an American Library Association Masters in Library Services or Masters in Library Informational Services degree and New Mexico Permanent Professional Librarian Certificate[2]

Enid Costley
Library Director

[1] New Mexico Administrative Code 4.5.2 (https://www.srca.nm.gov/parts/title04/04.005.0002.html)
[2] Librarian & Librarianship Certification (https://nmstatelibrary.org/services-for-new-mexico-libraries/continuing-education2/certification-for-librarians)

Executive Summary

A planning process created by the Harwood Institute with the American Library Association guided the development of this document. The process focused on discovering the needs of the community and then challenged the library to determine ways to meet the needs. The Roswell Public Library staff interviewed individuals, conducted a survey on meeting the needs of the Hispanic population and held community meetings to identify the following:

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

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

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

Service Goals
- Build a Community of Learners
- Engage People in the Community
- Provide Points of Learning
- Encourage Reading for Pleasure
- Create an Outdoor Learning Area/Children's Garden
- Provide Mobile Library Service
- Supporting Initiatives of the City of Roswell

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

Management of the Roswell Public Library
- Create a Long-Term Plan for Funding Library Programs
- Review and Update Roswell Public Library Board Manual
- Create Partnerships
- Conduct Market Study

Highlights

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

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

Vision Statement

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

Mission Statement

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

Keys to Success

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

Analysis

Process

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

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

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

We looked at data from a survey we conducted on Library services to the Hispanic population in Roswell, the Pew Research Center, Think New Mexico, Library-related research, and other research for future trends and issues.

Aspirations

We want Roswell to be a community:

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

Challenges

In Roswell we need:

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

To Accomplish

To accomplish our aspirations, we need:

- To change from a fixed mindset to a growth mindset.
- To foster leadership and leadership opportunities.
- To have people be actively engaged in responsible behavior that also makes their lives better.
- Promote more cooperation in the community.

What Library Services Are Most Important

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

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

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

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

Other Considerations

Population Shifts

The population of Roswell is 48,422. This is 56 more people than the 2010 census of Roswell. The population of Chaves County is 65,157. This is 488 less than the 2010 census. [3]

The demographics in Roswell and Chaves County are also changing, with the majority of people being Hispanic.
Roswell (59.9%) and Chaves County (58.4%). [4]

Ethnicity in Roswell[5]

White (Hispanic) 38%
Other (Hispanic) 11.3%
Multiracial (Hispanic) 9.79%
White (non-Hispanic) 35%
Black or African American (Non-Hispanic) 1.61%
Asian (Non-Hispanic) 1.33%
Multiracial (Non-Hispanic) 1.02%
American Indian 0.17%
Other Non-Hispanic 0.39%

23% of the population in Roswell lives below the poverty line, a number that is higher than the national average of 12.6%. The largest demographic living in poverty are females (55 to 64 years old, then 45 to 54 years old). The most common racial group living below poverty is white.

Ethnicity in Chaves County[6]

White (Hispanic) 37.4%
Other (Hispanic) 9.93%
Multiracial (Hispanic) 10.4%
White (non-Hispanic) 37.1%
Black or African American (Non-Hispanic) 1.38%
Asian (Non-Hispanic) 1%
Multiracial (Non-Hispanic) 1.07%
American Indian 0.69%
Other Non-Hispanic 0.31%

21.2% of the population in Chaves County live below the poverty line, a number that is higher than the national average of 12.6%. The largest demographic living in poverty are females (25 to 34 years old, then 6-11 years old). The most common racial group living below poverty is white.

[3] US. Census Bureau https://data.census.gov/
[4] Data USA (https://datausa.io/profile/geo/roswell-nm)
[5] Data USA (https://datausa.io/profile/geo/roswell-nm)
[6] Data USA (https://datausa.io/profile/geo/roswell-nm?compare=chaves-county-nm#demographics)

Survey of Hispanic Community

In 2022, the Roswell Public Library did a survey of the Hispanic Community, which may be found in Appendix A.

October 2024 Flood

The October 2024 flood continues to impact the citizens home, business and city services. While the damage to the library building was minor, the library still required mold remediation in the Bondurant [meeting] room, and the south and west interior walls of the library. We had roof leaks and roof repairs were done. Other city services were greatly impacted; there were damages to the Airport, Adult Center, Civic Center, Fire Department and Equipment, Golf Course, IT Department and IT equipment, Museum, Parks, Police Department and Equipment, Road and Bridges, Sanitation, Water Department, and Zoo. Recovering for the citizens and the City of Roswell will take years.

Technology

The State of New Mexico is working towards the goal that "All New Mexicans should have an opportunity to adopt the internet by 2026. This can occur at home, an office, a community institution, or through a mobile device. All New Mexicans should be offered the support to overcome adoption challenges- which may include programs to enable affordability, obtain devices, receive digital literacy training, or have high-quality access at a nearby community institution." [7] Some activities that the Roswell Public Library might participate in to help meet the goals to decrease the digital divide include:

- Continue to provide computers with 1 gigabit of speed.
- Continue to group training on computer skills though the Senior Planet Training Program and one-on-one computer assistance.
- Promote computer safety and security.
- Provide information on other support services.

Artificial Intelligence

"Artificial Intelligence (AI) has swiftly integrated into various aspects of our lives, driving significant societal changes. AI enhances productivity by automating repetitive tasks, freeing humans to focus on creative and complex activities. This shift in work dynamics leads to increased efficiency and innovation across industries.

AI's role in public safety and privacy is another critical aspect of its societal impact. AI technologies enhance public safety through predictive policing and disaster response, but they also raise significant privacy concerns. The collection and analysis of vast amounts of personal data by AI systems can lead to unauthorized surveillance and data breaches. Balancing the benefits of AI in

[7] New Mexico Broadband Plan Update January 2, 2024 Version 1.0 (https://connect.nm.gov/uploads/1/4/1/9/141989814/state_of_new_mexico_three-year_broadband_plan_1-2-24_version_1.0.pdf)

enhancing safety with the need to protect individual privacy is a complex challenge that society must address." [8]

According to a September 17, 2025 survey conducted by the Pew Research Center *How American View AI and Its Impact on People and Society*

- Americans are much more concerned than excited about the increased use of AI in daily life, with a majority saying they want more control over how AI is used in their lives.
- Far larger shares say AI will erode than improve people's ability to think creatively and form meaningful relationships.
- At the same time, a majority is open to letting AI assist them with day-to-day tasks and activities.
- Most Americans don't support AI playing a role in personal matters such as religion or matchmaking. They're more open to AI for heavy data analysis, such as for weather forecasting and developing new medicines.
- Americans feel strongly that it's important to be able to tell if pictures, videos or text were made by AI or by humans. Yet many don't trust their own ability to spot AI-generated content.

Literacy

"The data release by the National Center of Education Statistics showed that Louisiana, New Mexico, Mississippi and Texas had the lowest rates of literacy in the U. S, with an average score under 254."[9]

From kindergarten to grade three, children learn to read. From fourth grade on, children read to learn. The goal for all students to acquire critically-needed early literacy skills by the end of third grade is paramount in reaching New Mexico's literacy goals. A 2011 report by the Annie E. Casey Foundation found that students who were not proficient readers by the end of grade 3 were four times more likely to drop out before graduation.[10]

Censorship

"Between January 1 and August 31, 2023, the Office for Intellectual Freedom reported 695 attempts to censor library materials and services and documented challenges to 1,915 unique titles - a 20% increase from the same reporting period in 2022, which saw the highest number of book challenges since ALA began compiling the data more than 20 years ago. The vast majority of challenges were to books written by or about a person of color or a member of the LGBTQIA+ community." [11]

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[8] How AI Is Impacting Society and Shaping the Future Updated: 23 Jul, 2025 (https://www.geeksforgeeks.org/artificial-intelligence/how-ai-is-impacting-society-and-shaping-the-future/)

[9] Map Reveals US Adult Literacy Rates by State - Newsweek January 6, 2025 (https://newsweek.com)

[10] New Mexico Public Education Department (https://webnew.ped.state.nm.us/wp-content/uploads/2018/03/NM_Literacy_Framework.pdf)

[11] American Library Association Office of Intellectual Freedom (https://www.ala.org/advocacy/bbooks/book-ban-data)

Library and Well-Being

The New York Public Library issued a study in 2024 titled Libraries & Well-Being: A Case Study from the New York Public Library. This report presented the following findings:

- Libraries create a foundation for well-being: Library spaces, services and materials provide people with a sense of stability, safety, refuge and peace and allow them to escape and focus.
- Libraries foster the core elements of well-being: Libraries generate positive emotions, promote engagement with the world, foster relatedness, helps people find meaning, and facilitates accomplishments.
- Libraries promote personal development beyond well-being: Library users report that library usage supports their personal growth.
- The positive impact of libraries on well-being is highest for patrons living in lower income communities.
- This positive contribution to well-being is also higher for patrons with more physical and time-intensive library usage: the more time spent in the library and attending programs the higher the impact.
- These findings demonstrate that public libraries support the flourishing of their patrons-and thereby help strengthen their communities.

Library of Things

A library of things is any collection of objects loaned, and any organization that practices such loaning. Oftentimes these objects are useful occasionally, but cumbersome to store. The Roswell Public Library loans out Hobby Kits, Keep Roswell Beautiful Cleanup materials, Nature backpacks, and Cultural Passes.

Description

The Roswell Public Library provides community enrichment services and programs to the City of Roswell (population 48,422) and the surrounding area of Chaves County (population 65,157). This includes information services, programs for all ages and abilities, meeting and gathering areas, and loans of books, movies, magazines and music.

Legal Entity

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

Hours of Operation

The Roswell Public Library is open to the public 56 hours per week.

10:00 a.m. to 7:00 p.m. Monday – Thursday
10:00 a.m. to 6:00 p.m. Friday and Saturday
2:00 p.m. to 6:00 p.m. Sunday

Closed for City Holidays

Location

The Roswell Public Library is a single building library located in downtown Roswell, New Mexico. It is a few blocks from the UFO Museum, City Hall, Roswell Museum (currently closed due to a flood in October 2024), Historical Society for Southeast New Mexico Museum, Roswell Convention and Civic Center, Chaves County Courthouse and Main Street business area. With few neighboring population areas, Roswell is the oasis of Southeast New Mexico.

Staff

The Roswell Public Library employs 11 full-time staff and 11 part-time staff to perform library service tasks. Not included in this count are people the Roswell Public Library hires to present specific programs.

Administration – Oversees the management of the Roswell Public Library.

Adult Services – Oversees the management of the main collection, programs for adults, informational services, interlibrary loan, and reading advisory for adults.

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

Technical Services – Oversees the cataloging and processing of the collection, maintenance of the Library's online catalog.

Circulation Services – Oversees the borrowing of library materials.

Outreach – A shared task of all service areas.

Services and Programs

The Roswell Public Library provides services to the community. Services are offered free of charge unless noted otherwise.

- Organized borrowing collection of books (children, fiction, factual, graphic novels, large print, and Spanish) DVDs, audio books, New Mexico state documents, and magazines.
- Collection of books and newspapers for use in the building
- Online databases through the New Mexico State Library as well as databases purchased by the Roswell Public Library, Roswell newspaper archives, Comics Plus, Tumblebooks, picture book library, and Libby online electronic books and audio books, Roswell City Directories online, and Highschool yearbooks.
- Informational services and reading advisory
- Computers and internet access
- Printing and photocopy services *for a fee*
- Programs for youth and adults
- Interlibrary loan
- Meeting room space with presentation equipment.
- Quiet gathering places and learning areas
- Educational play areas for young children
- Equipment to scan documents and photos
- Nature backpacks to enhance outdoor activities
- Hobby kits to develop recreational activities
- Makerspace

Building

The 37,000 square foot building includes a limestone façade; floor to ceiling windows; spacious high ceilings; 22 public internet computers (4 of which are designated for students and offer free printing); a makerspace, meeting spaces for groups of 150 and 60 Wi-Fi; study areas; reading spaces with comfortable seating; and a collection of more than 146,616 books, audio books, magazines, DVD, music, databases and electronic books and audio books.

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

Improvements to the library building:

- Local artists Tasia Ramage painted a Trompe-l'oeil of pond and pond life in the children's area in 2020.
- Created a no-touch book delivery window in 2020 using General Obligation Bond funds.

- Upgraded our self-checkout computers in 2020 using General Obligation Bond Funds.
- Purchased an outside book/media return box in 2020 using General Obligation Bond Funds.
- A flood in the children's restroom (discovered the morning of June 11, 2020) resulted in remodeled restrooms with new entrance.
- Replaced the meeting room roof in 2020.
- Installed sneeze guards at the service desks in 2020.
- The artist also painted a mural of the Roswell skyline in 2022.
- Play-and-learn areas were created in the children's area using General Obligation Bond Funds and donations from the Roswell Library Foundation in 2022.
- Replaced the entrances to the building in 2022.
- Installed a Storywalk on the west side of the building in 2022 using donated funds.
- Replaced the flooring in the Young Adult area in 2022 using donated funds.
- Replaced the flooring behind the circulation desk in 2023.
- Replacing ceiling tiles in the Bondurant Room in 2023.
- Added more outside lighting and security cameras in 2023.
- Local artist Tasia Ramage painted a mural celebrating Hispanic Culture in 2023.
- Created a makerspace using donated funds and General Obligation Bond funds in 2023.
- Installed Halo air filters throughout the Library with City of Roswell American Rescue Plan Funds in 2023.
- Repaired the library roof in 2023 and again in 2024 after the flood.
    - The Flood in October 2024 required mold remediation of the interior walls on the west and south side of the library and the Bondurant [meeting] Room. It pushed forward our plans to replace the carpet in the Bondurant [meeting] Room.
- The Library roof was repaired in 2023 and again in 2025, due to roof leaks from the flood.
- Drinking Fountain replaced in 2025
- Replaced the flooring in front of the circulation desk with tile in 2025
- Replaced some of the flooring in the children's area with tile in 2025

Funding

Funding for the Roswell Public Library comes primarily from taxes gathered by the City of Roswell. Funds for the Library are part of the General Operations Budget and are subject to City Council approval.

The Roswell Public Library receives two grants managed by the New Mexico State Library.

- The State-In-Aid Grant is requested annually and funds are awarded based on meeting the guidelines set by the state. The guidelines include spending levels for materials, and offering free basic library services. More information on State-In-Aid Grant is found on the New Mexico State Library website under “for librarians” then grants.
- General Obligation Bonds are managed by the New Mexico State Library and are specifically for public libraries. The General Obligation Bonds may be used for specific services improvements. Projects are preapproved and funds are awarded after invoices are paid. More information on General Obligation Bonds for Public Libraries is found on the New Mexico State Library website under “for librarians” then grants.

The Roswell Public Library contracts with E-rate Central to apply and receive reimbursement for internet services from the federal government.

The Roswell Public Library applies for grants and receives gifts and donations from the public, as well as support by the Friends of the Roswell Public Library and the Roswell Library Foundation.

Goals and Objectives

Service Goals

Build a Community of Learners

1. Align programs' purposes to address at least one of the Search Institute 40 developmental assets. All Library staff who develop or implement programs will do this. This is an ongoing project.
2. Integrate research from Washington State VIEWS 2 (Valuable Initiatives in Early Learning That Work Successfully), Public Library Association Every Child Ready to Read, Mother Goose on the Loose and other research on child development and best practices to present weekly preschool programs for children birth to age 3, and 3 years old and older. Youth Services staff who develop or implement preschool programs will do this. Staff will also create a
3. Create a notebook of programs
4. Provide Bilingual Programs to children birth to age 3, and 3 years old and older. Youth Services staff who develop and/or implement preschool programs will do this. Staff will also create a notebook of the programs.
5. Provide the Public Library Association Early Literacy Calendar to promote early literacy tips and activities to parents of young children. The Youth Services Supervisor will coordinate this.
6. Integrate research from the National Summer Learning Association, the Urban Libraries Council "Libraries at the Center of Summer Learning and Fun" and the book **Summer Planning Begins in September**, to create and improve on providing quality summer reading programs. This will be done by the Youth Services Librarian.
    a. Increase the participation in the summer reading program by 10% each year.
    b. Evaluate the summer reading program offered last summer to determine what steps need to be implemented to increase participation. This will be done annually by the Youth Services Librarian.
7. Build on the Makerspace program and the Cooking Club to provide programs to engage people and especially school age children and teens in Science, Technology, Engineering, Art, Math and Health.
8. Provide programs for young adults and/or adults to promote learning, culture and recreational interests.

9. Build on the “Raise a Super Readers” (1000 books before kindergarten) and “Be a Super Reader” (500 books between kindergarten and sixth grade).

10. Provide programs designed for young adults and/or adults to promote reading and literacy.

Engage People in the Community

1. Create a series of passive programs that encourage participation. For example, group puzzles, scavenger hunts, make-and-take programs.

2. Determine the best way to use volunteers to assist with programs. For example, a Read to a Dog program, or assistance with special projects.

3. Develop and implement a Roswell community history project. For example, catalog of gravesites in Roswell, scan local history and add to the online website “Find a Grave”.

4. Carry out a scanning project with the Southwest Historical Society with the end result being an online database of Highschool Yearbooks.

5. Provide another meeting space for community organizations, and help promote and create a community calendar.

Provide Point of Learning Services

1. Reference services via phone, email and face-to-face in a professional and timely manner.

2. Post a series of resource lists on the Roswell Public Library website. The Reference Librarian will coordinate this with other Library staff.

3. Continue to develop the Senior Planet program which provides computer training to seniors and others and reflect and determine way sot increase participation.

Encourage Reading for Pleasure

1. Provide reading advisory through displays and recommended reading lists. Public Relations Librarian, Head of Circulation and Youth Services Staff will coordinate this. Each month there will be a different display in the children’s area, circulation desk and adult area.

2. Integrate research on placing books in the homes and hands of children, create and implement at least three book programs and book giveaways for youth per year. Library Staff who plan the event

and implement this.

3. Promote reading and library materials suggestions at library-sponsored programs. Library staff in charge of a program.

4. Determine the best way to promote library services and especially reading programs through a variety of media.

Mobile Library Services

The plan to purchase a van and have modifications made to provide Mobile Library Services. The van will have a tommy gate to load and unload carts of books. The van will include security cameras, lighting, internet, generator, computer to check out items and other amenities. The Mobile Library Service Vehicle will allow the library staff to do outreach to the community of Roswell and Chaves County.

1. Sell the Library Park to raise funds for the Mobile Library Services.
2. Seek funds to purchase the Mobile Library Services Vehicle.
3. Explore using E-rate funds to develop the Mobile Library Service Vehicle as a mobile hotspot and add with various technologies.
4. Explore using Library General Obligation Funds to create a core collection and provide the technology equipment for the public.
5. Work with City Administration to fund a library position to manage the Mobile Library Services and Vehicle.

Support Initiatives of the City of Roswell

1. Promote and support the tourism events in Roswell, as well as other initiatives for the City of Roswell. The Library Director will assign staff to coordinate specific events. This will be an ongoing project.

Building Goals

Create a Safe Learning Space

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

2. The Library Director will address minor and major building issues with the Facilities Department as funds allow. **See Appendix C**
3. Update the Emergency/Disaster Plan this will be done by the Library Director with assistance by heads of service areas.

Create an Outside Play and Learn Area or Children's Garden

The Children's Garden will be a fenced Early Childhood outdoor area for young children. Entrance to the Children's Garden will be through the children's area. The area includes a musical garden, reading area, outdoor program area and separate fenced raised garden beds, The estimated cost of this project is $310,000.

1. Architectural plans were created in 2025.
2. Submit an Invitation to Bid, award bid and break ground for the project in 2026.
3. Host an opening of the Children's Garden Fall of 2026.
4. Install commemorative bricks on the north side of the library.

Curb Appeal

To make the library welcoming we will work with the Parks Department and the local gardening club to add plants, and landscaping features to the outside of the library.

1. Fill in sink hole on the west side of the building.
2. Remove the Yucca plant and replace with rocks removed from the north side of the library.
3. Add plants and plant containers on the west side of the building.
4. Brighten up the alley.
5. Install window clings/sun blockers on the window on the east and west side of the building.

Technology Goals

Access

1. Provide and maintain public computers for the public and staff. This will be done in cooperation with the Roswell IT Department.
    a. Library General Obligation Bond Fund will be used to purchase computers for the public and staff.
    b. Computer upgrades and repairs will be coordinated with or completed by the Roswell IT Department.
2. Maintain a scanner for the public to use.
3. Provide remote printing as well as on site printing.
4. Update Library Website.

Technology Training

1. Provide point of learning training for printing, scanning and simple computer tasks.
2. Provide lectures and hands-on training using curriculum created by Senior Planet, or other organizations.
3. Provide one on one assistance with library purchased or state provided databases or apps. (Libby, Beanstack, Comic Plus, Tumblebooks, Weis Finance Information, Newspaper Archives, and others)

Technology Improvements

1. Judge the best way to provide texting for informing the public that items requested are available.
2. Determine the best path to allow the public to remotely sign up for library cards. Allow staff to remotely complete library card registration.
3. Respond to public request by allowing for holds to be placed on items not checked out and allow hold to be placed remotely.
4. Provide staff with iPads to
    a. Integrate iPads/apps in programs.
    b. Provide reference and other services away from the desk.
    c. Provide hands-on training.

Management of Library Goals

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

1. Sell the Library Plaza to raise funds for the Mobile Library Service Vehicle.
2. Conduct an inventory of the library collection. This is for insurance, as well, to have accurate library catalog records. This will be done by circulation staff.
3. Review and update the Roswell Public Library Manuals.
    a. Each meeting of the Roswell Public Library Board of Trustees will include a review of one Roswell Public Library policy or procedure. The Library Director will coordinate this project. The policy or procedures may require a review by the City Attorney and approval by the Roswell City Council.
    b. Each year one of the service manuals will be updated.
        i. Cataloging
        ii. Children's
        iii. Circulation
        iv. Reference
4. Annually generate and submit to the City of Roswell the Library Statistics January-December.
5. Annually generate and submit to the New Mexico State Library statistics online following guidelines developed by the New Mexico State Library staff.
    a. Staff gathers daily statistics that are reported monthly to the Library Director.
6. Explore partnerships to enhance services and promote programs.
7. Conduct a market study and create a market plan for the Roswell Public Library.
8. Increase Training for library staff beyond safety training.
   On-line Training:
   The Research Institute for Public Libraries has a series of webinars about evaluation. The New Mexico State Library offer the Niche Academy.

Marketing

An improvement for the Roswell Public Library cited by library staff and others is that we need to promote our services and programs more widely and more creatively. Currently promotion is

1. Roswell Public Library website hosted by the City of Roswell (https://roswell-nm.gov/405/Roswell-Public-Library).
2. Facebook (https://www.facebook.com/RoswellPublicLibrary).
3. Radio Stations (Mike Winters radio and the Hispano Radio).
4. Flyers in the library and given to daycares on request. Especially popular are the monthly Library calendars.
5. Outreach to schools, community events and the Farmer's Market as time allows.
6. City of Roswell Seasonal Guide has been limited.

Advertising and Promotion Goals

1. Conduct a marketing study with the end result being a marketing plan for the Roswell Public Library.
2. Determine if there are free resources the library staff might use to promote library services.
3. Participate, in the City Activity Guide as funds allow.
4. Update the Roswell Public Library website.

Evaluation

We are using several methodologies for the evaluation of our projects.

Statistics – people show approval by participation and disapproval by not participating. While this methodology does not provide direct correlation. tracking statistical information can provide trends and things to watch for before they reach a critical point.

Embedded evaluation - embedded evaluation as a process where evaluation activities are integrated into ongoing program implementation to provide a continuous feedback loop to the program team….Embedded evaluation is primarily used to explore and

inform new offerings and implementation strategies. An embedded evaluation approach can be used on its own or within a comprehensive evaluation structure.[12]

Surveys - Project Outcomes, a Public Library Association intuitive, is designed to help libraries demonstrate their effectiveness beyond patron attendance and anecdotal success stories. Through immediate surveys and follow-up surveys 4-8 weeks after the program/service the Roswell Public Library will be able to assess improving or changing a patrons' knowledge, confidence, application and awareness.

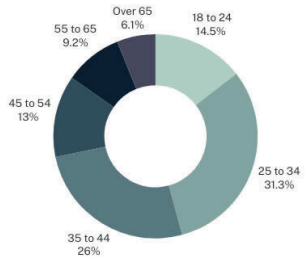
[12] Evaluating the Evaluation Method: A Retrospective on Embedded Evaluation https://www.iepc.org/wp-content/uploads2025/Kahl_Shannon.pdf

Appendix A

ROSWELL PUBLIC LIBRARY

Library Survey of the Hispanic Community

The purpose of the study is to find out what are the services, resources, and programs that are most relevant to the Hispanic Community in Roswell and Chaves County



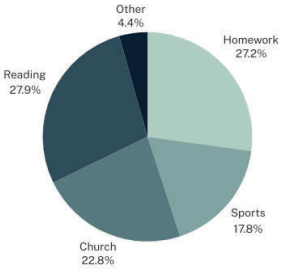
AGE

18 to 24 - 19
25 to 34 - 41
35 to 44 - 17
55 to 65 - 12
Over 65 - 8

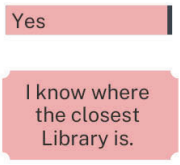


ENGLISH PROFICIENCY

- 9 Do Not Speak English
- 21 Speak some English
- 95 Fluent in English
- 6 Bilingual in Spanish and English



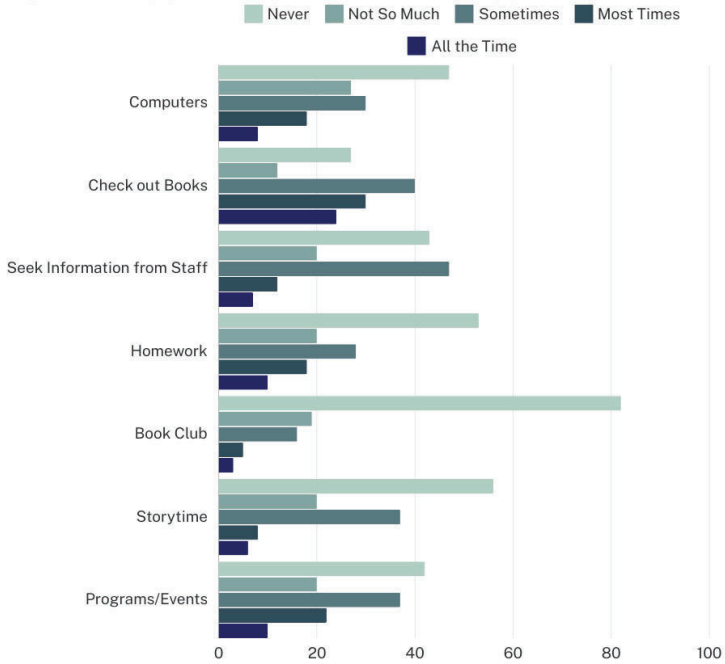
ACTIVITIES THAT ARE IMPORTANT TO THE HISPANIC COMMUNITY



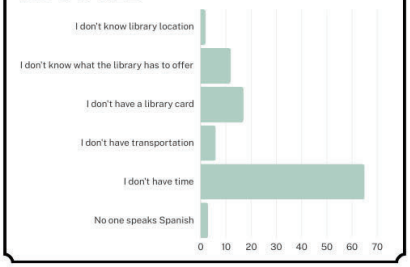




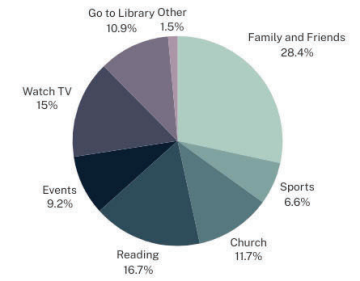
HOW THE ROSWELL PUBLIC LIBRARY IS USED



REASONS THE LIBRARY IS NOT USED

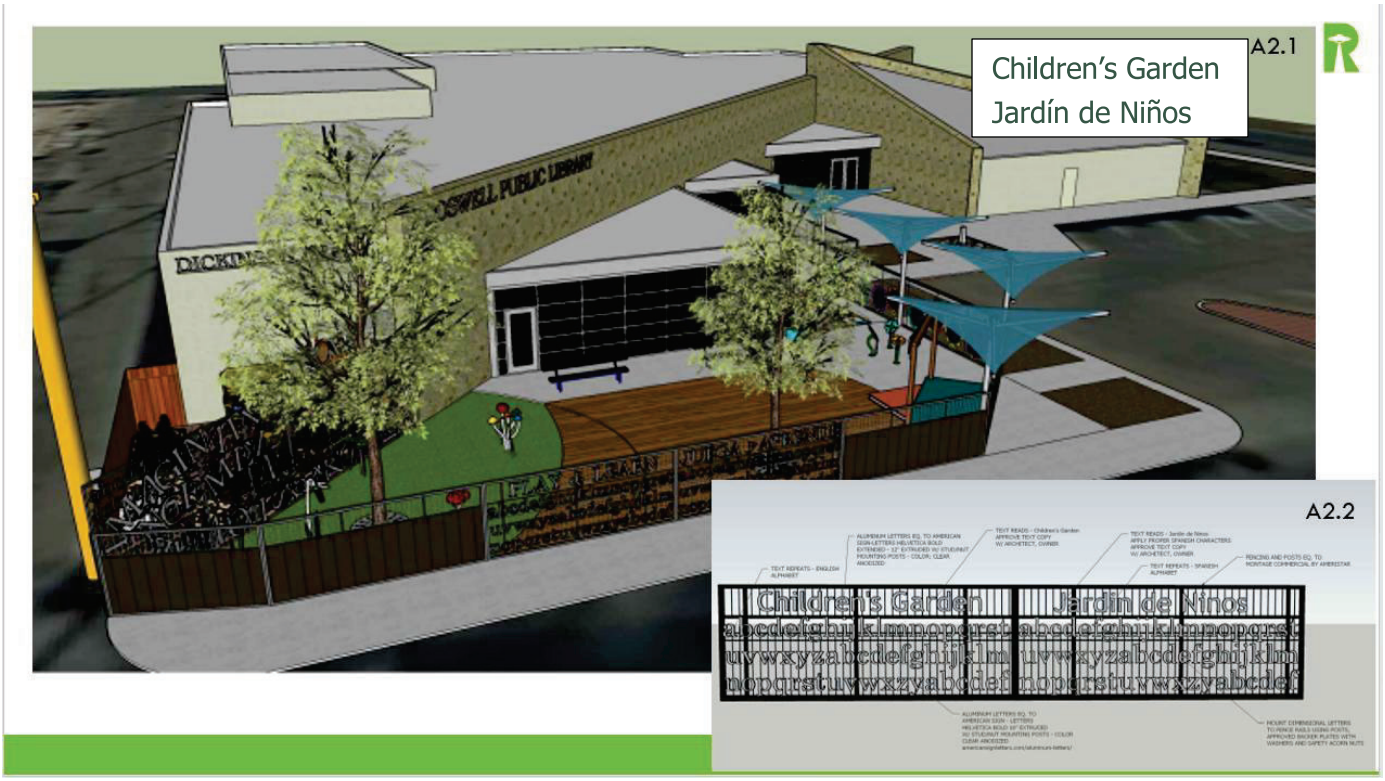


HOW PEOPLE SPEND THEIR TIME



138 people responded to this survey done September - October 2022

Appendix B


A2.1
Children's Garden
Jardín de Niños
A2.2
Children's Garden
Jardín de Niños


PLAY&LEARN
PLAY&LEARN
PLAY&LEARN
PLAY&LEARN
Architecture
Interior Design
Space Planning
Construction Management
STUDIO 27
ROSWELL PUBLIC LIBRARY - Park Play and Learn Percussion Play Selections

Appendix C

Major and Minor Building Improvements

1. Carpet Replacement
   Carpet throughout the Library is glued down to the concrete floor and worn or damaged. Each fiscal year we target and area to improve. Areas include: Lobby, Spanish Collection, magazine, children's, nonfiction and fiction.
2. Lighting
   The library is replacing lighting with LED lights as ballast.
3. Exterior of Building
   Repairs to the stucco, caulking around the building, building joints, painting, masonry cleaning and tuck points, as well as repairs to the skylights and windows.
4. Library Fire Exit
   Install an additional fire exit on the southwest corner of the Library (area overlooking the Tree of Knowledge). The public emergency exits are; front door, eastside of the children's area and southeast corner and Bondurant Room. After the Children's Garden is completed, we will have a emergency exit in the northside of the children's area.
5. Hardwire and Install Smoke/Carbon Monoxide Detectors
   Upgrade of our current security system by hardwiring the smoke and carbon monoxide detectors.
6. Interior Patching and Painting
   Repair and painting of the interior of the building walls. The areas include Lobby, magazine, and children's.
7. Clean vents.
8. Create Small Meeting Room
   Enclose the southwest corner with glass walls. Purchase narrow tables (prefer on wheels) to place around the edge of the room. Wire to allow video games program for teens. The area would be multi-functional; meeting room, study area, program area.
9. Spanish Collection Area
   Redesign the area with narrow tables on wheels that may be easily moved to provide group study and individual study areas.
10. Create Storage Area
    Repurpose the former photocopy room on the east side of the library for storage. Install doors, install shelves.

11. Expand the Board Book Collection
    Purchase additional bin type shelving for the collection. Determine if we might move the location of the children's computers to make room for the shelving.
12. Add display area
    Purchase more end of the display cases.
13. Graphic Novels
    Relocate the Graphic Novel area closer to the fiction area. Add seating and shelving.
14. Exterior Building Signage
    The outdoor electric sign is no longer working. As the estimated cost for repair is $80,000, this is a low-priority project.

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A Community Vision and Assessment
Roswell Public Library
2026

Overview

The Roswell Public Library, located in the City of Roswell New Mexico, serves the people of Roswell and Chaves County. As the City of Roswell is located in Chaves County, this document's focus is Chaves County, which sprawls from a highly populated urban area to small towns and from irrigated farmland to dairy farms to rangeland.[1]

Vision Statement for Chaves County

The Chaves County government will strive to provide our citizens with an efficient and responsive government which meets the needs of our citizens while being good stewards of the monies we have been entrusted.

Community Assessment

1. Population

   There are an estimated 65,645 people living in Chaves County on April 1, 2020. Of those 65,645 people, 48,366 live within the City of Roswell.[2]

   Over the next decade, New Mexico will likely see overall declines, particularly among younger and rural populations.[3]

   The University of New Mexico Population Research Unit predicts a decline in the population in Chaves County over the next 20 years with the population:

   - 64,016 in 2025
   - 63,132 in 2030
   - 61,960 in 2035
   - 60,586 in 2040[4]

   Yet according to the 2026 Comprehensive Master Plan for the City of Roswell

   > "Roswell's population has remained relatively stable over the past two decades, following a period of significant growth in the mid-20th century. …The city's population was approximately 13,482 in 1940 and nearly doubled to 25,738 in 1950. By 1960 it surged again to 39,593 before declining slightly in 1970.

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[1] Roswell-Chaves County Economic Development Corporation (key Industries) https://www.chavescounty.net/?page_id=53

[2] U.S. Census https://www.census.gov/quickfacts/fact/table/chavescountynewmexico/PST04522

[3] Bryan, S. M. (2021, April 26). 'Census: New Mexico among slowest growing states.' Associated Press. https://apnews.com/article/nm-state-wire-new-mexico-census-2020-government-and-poltics-247b33f2fd910d9e689de28a7b288807

[4] The University of New Mexico Geospatial and Population Studies 'Population Projections' htpps://gps.unm.edu

Since then growth has been moderate with the city reaching its highest recorded population of 48,422 in 2020, according to the U.S. Census. Although this figure represents a historical high, the rate of increase has slowed in recent years. The city's recent trend reflects long-term stabilization rather than rapid expansion.

To better understand future growth potential, two population projection scenarios have been developed.

The Baseline Growth Rate (0.068%) reflects the average growth observed from 2010 to 2023

The Optimistic Growth Rate (0.75%) assumes accelerated growth based on planned public and private investments that could stimulate in-migration and economic expansion.

Roswell Population Projections (2030-2050)

Year	Baseline Growth Rate (0.068%)	Optimistic Growth Rate (0.75%)
2030	48,051	50,391
2040	48,379	54,300
2050	48,709	58,513

The Roswell Population Projections (2030-2050) table shows that under the baseline scenario, Roswell is projected to grow modestly to approximately 48,709 by 2050. Under the optimistic scenario the population could reach 58,513 in the same timeframe.

These projections provide a planning framework to evaluate the city's long-term needs for infrastructure, housing, public service, and economic development. Regardless of the growth rate realized, continued coordination across departments will be essential to maintain quality of life and support future residents."[5]

[5] 2026 Comprehensive master plan for the City of Roswell, New Mexico: Propel Roswell prepared for the City of Roswell by able.city

2. People living in Chaves County

Age	2018[6]	2020[7]	2025 estimated
Less than 5 years old	4,477	4,344	No data provided
5-14	9,909	9,606	No data provided
15-19	9,686	5,319	No data provided
20-24	4,414	4,226	No data provided
25-65	31,339	31,183	No data provided
65 and older	10,048	10,234	No data provided

Again quoting from the 2026 Comprehensive Master Plan for the City of Roswell

"Understanding Roswell's current population structure provides insight into both emerging opportunities and future planning needs. …Roswell maintains a relatively balanced age structure, with a strong presence of residents between the ages of 25 and 54, which represents the core working-age population. This demographic advantage positions the city to support continued labor force participation and economic activity. Compared to the State of New Mexico, where rural communities typically have a higher percentage of residents ages 65 and older. Roswell has a broader base of younger and middle-aged adults. …[Roswell has] an evenly distributed youth population, with residents under the age of 19 making up a substantial portion of the community. This suggests that many adults in the 25-54 range are parents raising school-aged children, further emphasizing the need for continued investment in public education, recreational amenities and family-supportive infrastructure.

At the same time, Roswell's population is gradually aging. The proportion of residents ages 65 and older continues to grow, mirroring broader state and national trends. The shift underscores the importance of planning for age-friendly housing, accessible healthcare, and reliable transportation options to meet the evolving needs of older adults."[8]

3. Households in Chaves County

In 2016-2020, there were 23,641 households in Chaves County, New Mexico. The average household size was 2.65 people.

Married-couple households made up 45.0 percent of the households…while cohabiting couple households made up 5.7 percent of households. Female householders with no spouse or partner present were 29.8 percent of all households, while 19.5 percent of households were male householders with no

[6] American Community Survey 2018 https://data.census.gov/cedsci/table?tid=ACSDP5Y2018.DP05&g=0400000US35_0500000US35005

[7] American Community Survey 2020 https://data.census.gov/cedsci/table?tid=ACSDP5Y2020.DP05&g=0400000US35_0500000US35005

[8] 2026 Comprehensive master plan for the City of Roswell, New Mexico: Propel Roswell prepared for the City of Roswell by able.city

spouse or partner present. Of people living alone, 14.0 percent were male householders, and 15.8 percent were female householders, for a total of 29.8 percent of all households.

…35.4 percent of all households have one or more people under the age of 18; 31.5 percent of all households have one or more people 65 years and over.

…1,876 grandparents lived with their grandchildren under 18 years old. Of those grandparents, 40.9 percent were responsible for the basic needs of their grandchildren.

Taken from American Community Survey (ACS) for Chaves County New Mexico 2016-2020 ASC 5-year Narrative Profile.[9]

Households in Chaves County

2018[10]	23,169
2020[11]	23,641
2025	No data

4. Languages Spoken At Home

Among people at least five years old living in Chaves County… 34.0 percent spoke a language other than English at home. Spanish was spoken by 32.2 percent of people at least five years old; 10.2 percent reported that they did not speak English "very well."[12]

5. Ethnic Groups

For people reporting one race alone,

- 80.6 percent were White;
- 1.6 percent were Black or African American;
- 1.6 percent were American Indian and Alaska Native;
- 1.0 percent were Asian;
- 0.0 percent were Native Hawaiian and Other Pacific Islander,
- 7.6 percent were some other race.

An estimated 7.6 percent reported two or more races

- An estimated 57.6 percent of the people in Chaves County are Hispanic or Latino.

[9] American Community Survey (Household and Families) https://www.census.gov/acs/www/data/data-tables-and-tools/narrative-profiles/2020/report.php?geotype=county&state=35&county=005
[10] American Community Survey (Household and Families) https://www.census.gov/acs/www/data/data-tables-and-tools/narrative-profiles/2018/report.php?geotype=county&state=35&county=005
[11] American Community Survey (Households and Families) https://www.census.gov/acs/www/data/data-tables-and-tools/narrative-profiles/2020/report.php?geotype=county&state=35&county=005
[12] American Community Survey (language) https://www.census.gov/acs/www/data/data-tables-and-tools/narrative-profiles/2020/report.php?geotype=county&state=35&county=005

- An estimated 38.1 percent of the people in Chaves County are White alone, non-Hispanic.
- People of Hispanic origin may be of any race.

Taken from American Community Survey (ACS) for Chaves County New Mexico 2016-2020 ASC 5-year Narrative Profile. [13]

The 2026 Comprehensive Master Plan for the City of Roswell states

> "Roswell's demographic profile emphasizes the need for inclusive planning approaches that reflect the city's multicultural populations. Strategies that prioritize equity, language access, and cultural representation will be crucial in ensuring civic engagement and access to opportunities for all residents. In addition to long-standing community demographics, institutions such as the New Mexico Military Institute, Eastern New Mexico University-Roswell, and local medical facilities contribute to the city's diversity through faculty, staff, students, cadets, and professionals from across the country and abroad."[14]

6. Major Industries

The Roswell Air Center (RAC) is located five miles south of the central business district of the City of Roswell and is the core of southeastern New Mexico's industrial activity. There you will find the largest used plane parking lot in the world. Various industries are located at Roswell Air Center, including those that store, refurbish, and dismantle airliners. The Airport also has commercial service. In 2025 the National Championship Air Races moved to Roswell.

Leprino Foods Company is the world's largest mozzarella cheese maker and top producer of whey protein and dairy ingredients, supplying companies around the globe. The plant, located in Roswell, employing nearly 600 people and is a key player in the local dairy industry.

Bultwise Structures provides high-quality, private label, off-site modular housing production to regional builders and developers for their ongoing housing products designs and developments.

Red Mountain Arsenal, located in Roswell, is the State of New Mexico's only manufacturer of military-grade small-caliber ammunition for military and law enforcement agencies in both the domestic and international markets.

EquipmentShare,currently building a site in Roswell is a leader in connected jobsite technology and one of the largest equipment rental providers in the United States

[13] American Community Survey (Hispanic origin and Race) https://www.census.gov/acs/www/data/data-tables-and-tools/narrative-profiles/2020/report.php?geotype=county&state=35&county=005

[14] 2026 Comprehensive master plan for the City of Roswell, New Mexico: Propel Roswell prepared for the City of Roswell by able.city

The Chaves County agriculture community varies widely, has many different situations, and challenges… Chaves County still leads the state in hay production and number of dairy cows, with many other crops and livestock produced. Water continues to play a very important role in our agriculture production.

Chaves County led the state with 75,950 milk cows, resulting in over $338 million in cash receipts from milk for the year. Livestock production resulted in over $558 million in cash receipts. Chaves County ranked #1 in corn silage production with 391,000 tons and produced 391,000 tons of top quality alfalfa. In 2015, the local pecan industry produced 7.1 million pounds of pecans.

Chaves County is home to USA Beef Packing, a family owned and operated meat-processing plant, [in Roswell], USA Beef is a BRCGS Certified Facility, which processes beef and bison.

Taken from Roswell-Chaves County Economic Development Corporation.[15]

9. Percentage of Residents who are Unemployed

   54.5 percent of the population 16 and over were employed and 42.4 percent were not currently in the labor force.[16]

10. Median Family Income

    The median income of households was $46,254. An estimated 7.9 percent of households had income below $10,000 a year and 2.5 percent had income over $200,000 or more.[17]

11. Percent of the families income that are below the poverty line

    In 2016-2020, 19.4 percent of people were in poverty. An estimated 26.5 percent of children under 18 were below the poverty level, compared with 15.5 percent of people 65 years old and over. An estimated 17.2 percent of people 18 to 64 years were below the poverty level.[18]

12. Does the Population Change Widely During Different Seasons?

    No, but we are affected by the number of people working in the Oil and Gas industry as many people stay in the hotels in the area and commute to work.

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[15] Roswell-Chaves County Economic Development Corporation (key Industries) https://www.chavescounty.net/?page_id=53

[16] American Community Survey (Employment Status and Type of Employer) https://www.census.gov/acs/www/data/data-tables-and-tools/narrative-profiles/2020/report.php?geotype=county&state=35&county=005

[17] American Community Survey (Income) https://www.census.gov/acs/www/data/data-tables-and-tools/narrative-profiles/2020/report.php?geotype=county&state=35&county=005

[18] American Community Survey (Poverty and Participation in Government Programs) https://www.census.gov/acs/www/data/data-tables-and-tools/narrative-profiles/2020/report.php?geotype=county&state=35&county=005

13. Where People Get Their Information

Information Source	Available Locally	How Many
Local Newspapers	1	Roswell Daily Record
Local Radio Stations	2	Pecos Valley Broadcasting Majesty Radio
Local Television Stations	0	0
Bookstores	2	Books Again Happy Jacks Trading Post
Video Stores	0 but we do have several Redbox	
Music Stores	0	
Local Community Access Cable	0	
Internet Service Providers (ISPs)	7	Plateau, Sparklight Local Net Qwest/Century Link Southwest Wireless Straight Shot Wireless Sky View Satellite, Inc.
Other (community organizations, etc.)		Social media

Hispanic Target Media Radio Amigo 96.1 FM offers information in Spanish

14. Other Libraries in Chaves County

Check	Type of Library	How Many
X	Elementary School	Estimate 19 see school list
X	Junior High/Middle School	Estimate 13 see school list
X	High School	Estimate 8 see school list
	Vocational Technical	0
	Community College	0
X	Junior College	New Mexico Military Institute
X	College or University	Eastern New Mexico University- Roswell
	Hospital/Medical	0
	Law	0
X	Special	New Mexico Energy Library, Inc.,
X	Other	UFO Museum Research Center

15. Public and Private Schools

The total school enrollment in Chaves County, New Mexico was 17,240 in 2016-2020.

- Nursery school enrollment was 1,325.
- Kindergarten through 12th grade enrollment was 12,631.
- College or graduate school enrollment was 3,284.[19]

16. Home Schooling

We estimated 511 home school families in Chaves County, which is equal to the number of members of the Roswell NM Homeschool Group.

17. Education Level of those 25 Years and Older

- 79.4 percent had at least graduated from high school.
- 17.7 percent had a bachelor's degree or higher.
- An estimated 20.6 percent did not complete high school.[20]

[19] American Community Survey (Education) https://www.census.gov/acs/www/data/data-tables-and-tools/narrative-profiles/2020/report.php?geotype=county&state=35&county=005

[20] American Community Survey (Education) https://www.census.gov/acs/www/data/data-tables-and-tools/narrative-profiles/2020/report.php?geotype=county&state=35&county=005

Type of School	Public	Private
Preschools	Parkview Early Literacy Center Southeastern New Mexico Community Action Corporation (SNMCAC)	Gateway Christian School
Elementary Schools	Berrendo Elementary Del Norte Elementary East Grant Plains Elementary El Capitan Elementary Military Heights Elementary Monterrey Elementary Nancy Lopez Elementary Pecos Elementary Sunset Elementary Valley View Elementary Washington Elementary Dexter Elementary School Hagerman Elementary School Lake Arthur Municipal Schools Sidney Gutierrez Elementary School	All Saints Catholic School Gateway Christian School Lighthouse Academy Roswell Baptist Academy
Middle/Junior High Schools	Berrendo Middle School Mesa Middle School Mountain View Middle School Sierra Middle School Dexter Middle School Hagerman Middle School Lake Arthur Municipal Schools Sidney Gutierrez Middle School New Mexico Military Institute	All Saints Catholic School, Gateway Christian School, Lighthouse Academy Roswell Baptist Academy
High Schools	Early College High School Dexter High School Goddard High School Hagerman High School Lake Arthur Municipal Schools Roswell High School University High School New Mexico Military Institute	Gateway Christian School Lighthouse Academy
Vocational/technical		
Community Colleges		
Junior College	New Mexico Military Institute	
Colleges/Universities	Eastern New Mexico University-Roswell	

18. Social Service Providers

Service	Number
3 - Nursing homes (extended care)	Mission Arch Center Casa Maria Health Care Center Sunset Villa Care Center
4 - Adult Day-Care Centers	Midway J.O.Y. Center Roswell J.O.Y. Center Hagerman/Dexter J.O.Y. Center Roswell Adult Center Tobosa Developmental Services
8 - Child Day-care centers	See list on NewMexicokids.org
Shelters/Halfway Houses/Drug Treatment Centers	Assurance Home Inc. Roswell Homeless Coalition[21] Roswell Refuge[22] Rivers on Life
Youth and Recreation Centers	New Mexico National Guard Youth ChalleNGe Academy
Others ** Early Childhood Special Services	Brighter Strides ABA **[23] Chaves County CASA Program Choice Center for Independent Living Inc. Community Kitchen Esperanza House Habitat for Humanita International Inc. Harvest Ministries of Roswell Juvenile Detention Center Lend-A-Hand of Roswell Inc. Let's Pay It Forward Project Meca Therapies **[24] Serenity Club Incorporated Tobosa Developmental Services **[25] UNM ECSC Toy Lending and Resource Library[26] Ukombozi

[21] Roswell Homeless Coalition https://www.roswellhomelesscoalition.com/
[22] Roswell Refuge http://www.roswellrefuge.org/
[23] Brighters Strides https://www.brighterstridesaba.com
[24] Meca Therapies https://www.mecatherapies.com
[25] Tobosa Developmental Services https/www.Tobosa.org
[26] UNM ECSC Toy Lending and Resource Library https://www.newmexicokids.org/toy/

20. List and Types of Organizations [27]

Organization Type	Number in Community
Foundations Friends Groups Endowments	Armstrong-Clark Foundation Basta NM Foundation Charles F and Jessica Moore Headens Scholarship Chaves County Community Foundation Chaves County Retired Senior Volunteers Foundation Endowment Trust Conner Christian Scholarship Foundation Friends of the Bitter Lake National Wildlife Refuge Inc. Friends of the Roswell Animals Inc. Friends of the Roswell Public Library Southeastern New Gus Winter Roswell Rotary Foundation Inc. Historical Foundation for Southeast New Mexico Mexico Down Syndrome Foundation New Mexico Youth Challenge Foundation Paul McCutchen Foundation Presbyterian Church of Roswell New Mexico Foundation Rolla R Hinkle lii Foundation Roswell Library Foundation Roswell Masonic Foundation Roswell Museum and Art Center Foundation Spring River Corridor Foundation St Andrews Church Foundation Inc. Toles Foundation United Way of Chaves County Foundation Zia Girl Scouts Foundation
Religious	Adventure Bible Church Atkinson Bible Church Berrendo Baptist Church Bykota Baptist Church Christian Outreach Ministries of Roswell Community of Poor Clares of New Mexico El Calvario Baptist Church First Baptist Church Grace Community Church Gateway Church Hope Family Church of God Lighthouse Ministries Midway Assembly of God Church New Mexico District Church of the Nazarene

[27] GreatNonprofits https://greatnonprofits.org/

Religious	OPSW Ministries Reflection Ministries Roswell Christian Center Roswell Faith Center Roswell Foursquare Church Russian Orthodox Church of America Senior Saviors Inc. St. Marks Evangelical Lutheran Church Valley Christian Center Church Victory Chapel Ministries Ware Tabernacle Missionary Baptist Church of Roswell NM
Sports	Amateur Athletic Union of the United States Chaparral Skeet Club Chaves County Rodeo Association Eastern New Mexico Senior Gold Association Elite Gymnastics Academy Booster Club First Tee of the Pacos Valley Inc. Goddard Girls Basketball Inc. Goddard High School Football Booster Club GRV Inc. Mexico Senior Olympics Inc. Parent Booster Club Roswell Girls Basketball Booster Roswell Girls Softball Roswell Invasion Wrestling Club Roswell Volleyball Inc. Pecos Valley Gun Club United State Bowling Congress Inc.
Arts	Hpad Dance Team Booster Neverland Theatre Company Pecos Valley Jazz and Art Festival Pecos Valley Quilters Roswell Area Arts Council Roswell Symphony Orchestra S.O.Y. Marichi Young Professionals for the Arts Collective Way Way Off-Broadway Theatre Company
Health	Arc of Roswell Berrendo Co-operative Water Users Association Big Brothers Big Sisters of Southeastern New Mexico Chaves County Cancer Fund, Inc. Chaves County Off Road Search and Rescue Embrace Inc. Emergency Nurses Association

Health	New Mexico Alzheimer's Association Roswell Wings for Life (WFL) Tops Club United Way of Chaves County
Clubs	Altrusta International of Roswell American Federation of State County & Municipal Employees American Legion Auxiliary American Legion Post 61 Benevolent & protective Order of Elks Boy Scouts of America Fraternal Order of Police Pecos Lodge Historical Society For Southeast New Mexico Knights of Columbus National Air Traffic Controllers Association National Society of the Daughters of the American Revolution New Mexico Garden Clubs Inc. Optimist International Pecos Valley Amateur Radio Club Order of the Eastern Star of New Mexico Grant Chapter Pecos Valley Chapter Military Officers Association of America P.E.O. Roswell Sertoma Club Inc. Roswell Woman's Club Rotary International United Grand Imperial Council Knights of Red Cross of Constantine United Way of Chaves County
Education	Character Counts in Chaves County Cmsa Scholarship Fund Inc. Delta Kappa Gamma Society International Del Norte PTO Global Intercultural Resources National Education Association of New Mexico Inc. PTA New Mexico Congress Roswell Literacy Council Laubach Method Inc.
Animals	Chaves County Farm and Livestock Bureau Inc. Eastern New Mexico State Fair Board Inc. Ranger Legacy Equine Rescue Roswell Humane Society Incorporated
Business	Roswell Chamber of Commerce Roswell Hispano Chamber of Commerce Southeastern New Mexico Economic Development District

Taken from https://greatnonprofits.org/

21. Computer and Internet Use

In 2014-2018, 81.7 percent of households in Chaves County, New Mexico had a computer, and 69.7 percent had a broadband internet subscription.

An estimated 66.6 percent of households had a desktop or laptop, 66.8 percent had a smartphone, 50.3 percent had a tablet or other portable wireless computer, and 5.3 percent had some other computer.

Among all households, 43.7 percent had a cellular data plan; 50.5 percent had a broadband subscription such as cable, fiber optic, or DSL; 8.8 percent had a satellite internet subscription; 0.7 percent had dial-up alone; and 0.3 percent had some other service alone.[28]

[28] American Community Survey (Computer and Internet Use) https://www.census.gov/acs/www/data/data-tables-and-tools/narrative-profiles/2020/report.php?geotype=county&state=35&county=005

1.0 Purpose:

The Collection Development Policy is one of the Library's fundamental policy documents. It outlines the philosophies that create and shape the Roswell Public Library's unique collection, the practices that maintain it over time and the guidelines that help the collection respond to community needs while protecting the collection from societal and political pressures. The Collection Development Policy ensures that over time, the Roswell Public Library's collection will remain on course, reflecting the needs of community, while creating unique experiences of meaning and inspiration for the individual customer.

2.0 Definitions:

2.1 Mission Statement: The mission of the Roswell Public Library is to transform lives by educating, inspiring and connecting people.

2.2 Vision Statement: The vision of the Roswell Public Library is an educated, connective community of readers, learners, doers and dreamers.

2.3 Philosophy and Scope of the Collection: The Roswell Public Library collects materials, in a variety of popular formats, in support of its function as a major information source for the needs of our population. The collection also serves the popular and recreational needs of the general public, and reflects the racial, ethnic and cultural diversity of the community. Customer use is the most powerful influence on the Library's collection. Circulation, customer purchase requests and holds levels are all closely monitored, triggering the purchase of new items and additional copies of high demand items. Inherent in the Collection Development philosophy is an appreciation for each customer of the Roswell Public Library. The Library provides materials to support each individual's journey, and does not place a value on one customer's needs or preferences over another's. The Library upholds the right of the individual to access information, even though the content may be controversial, unorthodox, or unacceptable to others. Materials for children and teenagers are intended to broaden their vision, support recreational reading, encourage and facilitate reading skills, supplement their educational needs, stimulate and widen their interests, lead to recognition and appreciation of literature and reflect the diversity of the community. The reading and viewing activity of children is ultimately the responsibility of parents or guardians, who guide and oversee their own children's development. The Roswell Public Library does not intrude on that relationship.

2.4 Scope of Holdings: Holdings include core fiction and nonfiction collections and include materials of an enduring nature as well as current-interest materials. Holdings include information in multiple formats and languages to represent the diverse viewpoints and interests of the community the Roswell Public Library serves. Library staff regularly evaluates the collection to ensure its relevance.

Holdings concentrate on materials of high interest. The Reference Collection contains current and historical non-circulating publications and online resources to support reference service for the general public, students, and business people. Included in the system Reference holdings are separate curated collections for New Mexico and Genealogical materials.

2.5 Scope of the Online Collection: The Online Collection represents the diverse viewpoints and interests of the entire community the Library serves. This collection includes citation and full-text databases; e-books, e-audio books, and other downloadable and streaming media; and instructional programs as funding allows.

2.6 Scope of the Non-traditional Collection: The Non-traditional Collection provides members of our community access to information, art and technologies they wish to explore and understand or to which they may not normally have access. This collection also provides access to many cultural and educational services for many of our customers.

2.7 Philosophy of Collection Management: The Library's collection is a living, changing entity. As items are added, others are reviewed for their ongoing value and sometimes withdrawn from the collection. Great care is taken to retain or replace items that have enduring value to the community. Decisions are influenced by patterns of use, the capacity of the location and the holdings of other area libraries. Staff evaluates the collection regularly to maintain its vitality and usefulness to the community.

2.8 Responsibility for Collection Management: The final authority for the Library collection rests with Library Administration. Implementation of the collection development policy and management of the collection is assigned to Library staff.

2.9 American Library Association Library Bill of Rights: The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

2.9.1 Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

2.9.2 Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

2.9.3 Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

2.9.4 Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

2.9.5 A person's right to use a library should not be denied or abridged because of origin, age, background, or views.

2.9.6 Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

2.10 Funding sources: Funding for materials purchased by the Roswell Public Library is primarily general services funds approved annually by the Roswell City Council. Funding may also be provided through gifts and grants.

3.0 Collection Management:

3.1 The final authority for the Library collection rests with Library Administration.
3.2 Implementation of the collection development policy and management of the collection is assigned to Library staff.
3.3 The Roswell Public Library disposes of materials that have been withdrawn according to the criteria for weeding and withdrawal outlined below.
3.4 The Friends of the Public Library organization serves as an instrument for the Library, reselling and redistributing Library materials that are withdrawn from the collection or donated to the Library and designated by the Library for resale.

4.0 Withdrawing Materials:

4.1 The following criteria are used in selecting materials for withdrawal:
- 4.1.1 Damage or poor condition
- 4.1.2 Number of copies in the collection
- 4.1.3 Relevance to the needs and interest of the community
- 4.1.4 Current demand and frequency of use
- 4.1.5 Accuracy and timeliness
- 4.1.6 Not of local interest
- 4.1.7 Not relevant to the Roswell Public Library reference collections
- 4.1.8 Availability elsewhere including other libraries and online
- 4.1.9 Not deemed to be of an enduring nature

4.2 Sale of withdrawn items will be carried out in the manner most advantageous to the Library.

5.0 **Gifts:**

5.1 The Roswell Public Library accepts donations of books and a few other materials.
5.2 The Library retains the authority to accept or reject gifts.
5.3 Library staff and/or representatives from the Friends of the Public Library organization make all decisions as to the use, housing and final disposition of the gift.

6.0 Complaints and Censorship:

6.1 The Roswell Public Library will uphold the American Library Association's Library Bill of Rights.

6.2 The Roswell Public Library will use the following procedure if a patron has a complaint about library materials.

6.2.1 The concerned patron will be offered the opportunity to discuss her/his concern with the Library Director and/or staff person responsible for selection.

6.2.2 If the patron is dissatisfied with this discussion and wishes to pursue the issue, she/he will be required to complete and submit a Statement of Concern form.

6.2.3 The Director will review the complaint and Statement of Concern form, and will respond in writing.

6.2.4 If the issue is still not resolved to the patron's satisfaction, the complaint will be taken to the Library Board, along with any supporting documentation from the patron and/or the Library Director.

6.2.5 The Board will prepare a written response to the patron.

Approved as to Form: _____ Date: _____
City Attorney

Policy Approved: _____ Date: _____
Joseph Neeb, City Manager

Council Ratification Date: _____

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 7.

Finance Committee
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:**

DEPARTMENT NAME:
Lodgers Tax

Attachments

Lodgers Tax - February
Lodgers Tax - March
YTD Budget Report

ROSWELL
New Mexico

Lodgers' Tax

May 7, 2026
(Corn/Jones)

Lodgers' Tax Update January 2026 Activity Collected in February 2026

- One hotel, Clarion Inn & Suites did not report.
- STR data shows we were at 45.6% occupancy. Down 16.5%
- ADR percent change this month is down .6% from last year.
- 33 Short Term Rentals reported for the period.

Lodgers' Tax Report 5%

CITY OF ROSWELL

5% LODGERS' TAX COLLECTION REPORT

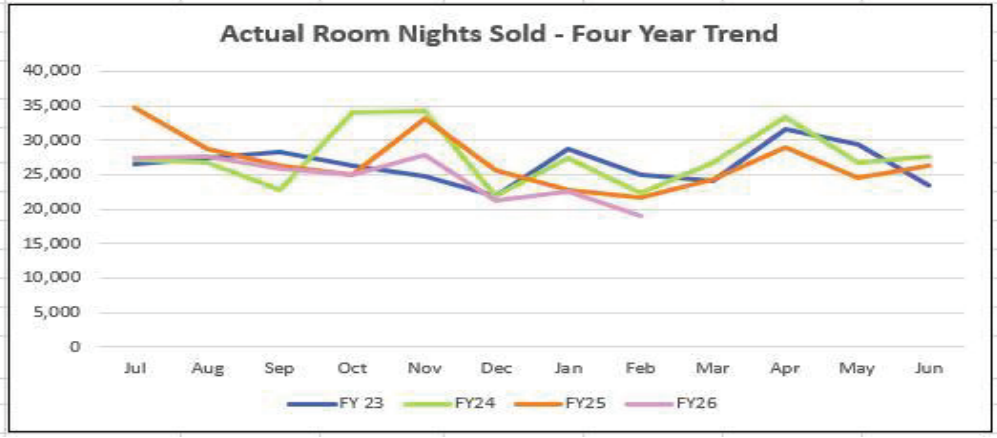
COLLECTED IN FEBRUARY 2026 FOR THE MONTH OF JANUARY 2026 ACTIVITY

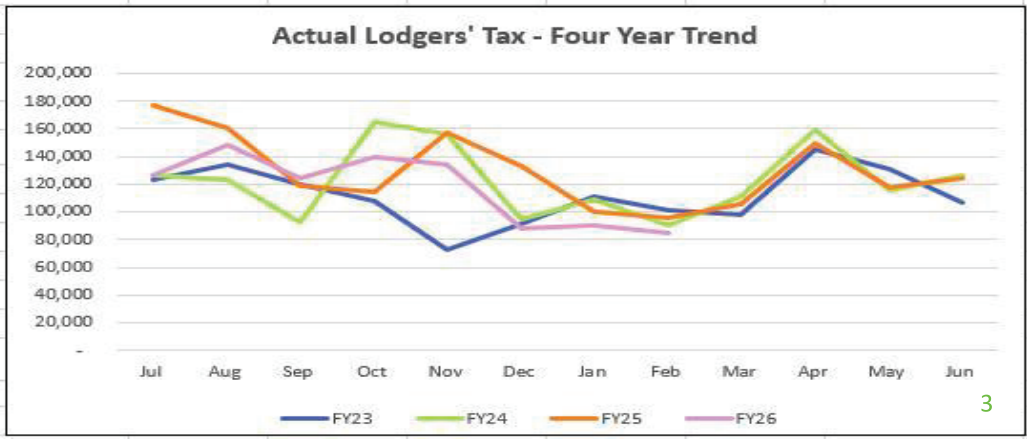
ROOM NIGHTS REPORTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY 23	26,570	27,515	28,330	26,385	24,822	21,885	28,847	24,972	24,102	31,539	29,313	23,353	317,633
FY24	27,246	26,672	22,821	33,964	34,230	21,867	27,393	22,269	26,694	33,329	26,826	27,611	330,922
FY25	34,628	28,716	26,372	25,091	33,101	25,752	22,812	21,634	24,353	29,043	24,629	26,392	322,523
FY26	27,421	27,574	25,836	24,990	27,802	21,317	22,495	18,961					196,396
Available Room Nights	47,460	49,042	49,042	47,460	49,042	47,460	49,042	49,042	44,296	49,042	47,460	49,042	
Occupancy %	57.8%	56.2%	52.7%	52.7%	56.7%	44.9%	45.9%	38.7%	0.0%	0.0%	0.0%	0.0%	

LODGERS' TAX COLLECTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY23	123,675	133,648	120,051	107,406	73,116	91,015	111,293	100,743	98,450	145,415	130,573	107,096	$ 1,342,481
FY24	126,306	123,243	92,711	164,942	156,080	94,157	108,666	89,983	110,577	159,226	115,351	126,741	$ 1,467,982
FY25	177,303	159,992	118,806	114,100	157,353	132,870	99,619	95,871	105,116	149,261	117,774	124,547	$ 1,552,612
FY26	126,367	148,321	123,922	139,591	134,417	88,178	89,939	85,050					$ 935,785





Lodgers' Tax Reports – Convention Center Bed Fee $2.50 days

CITY OF ROSWELL
$2.50 CONVENTION CENTER BED FEE COLLECTION REPORT
Collected in February 2026 for January 2026 Activity

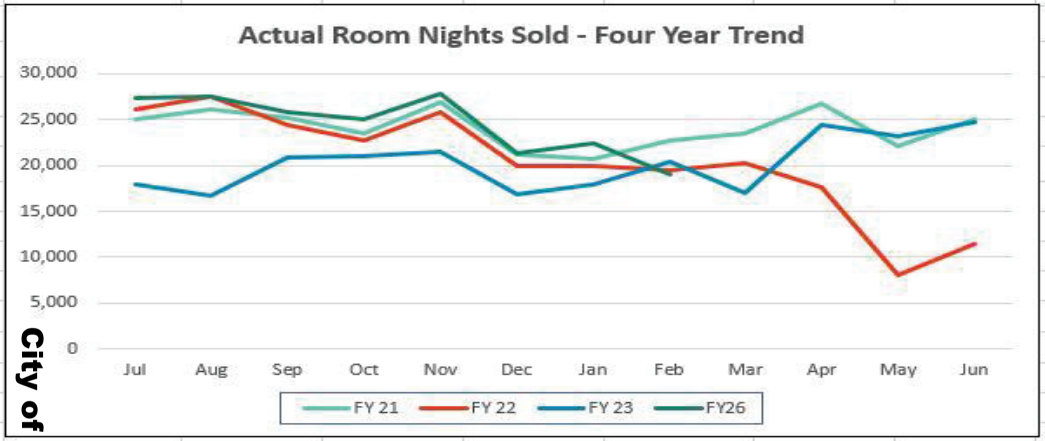
ROSWELL Public Affairs

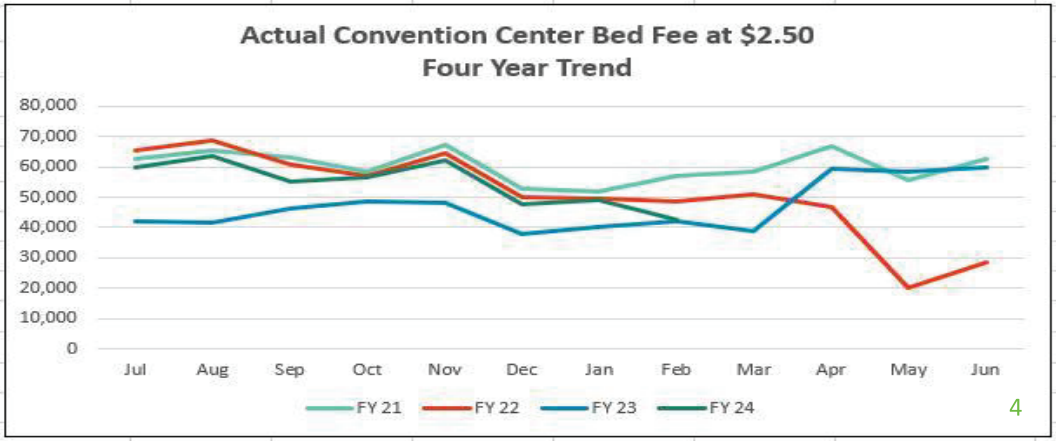
ROOM NIGHTS REPORTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY23	26,570	27,515	28,330	26,385	24,822	21,885	28,847	24,972	24,102	31,539	29,313	23,353	317,633
FY24	27,246	26,672	22,821	33,964	34,230	21,867	27,393	22,269	26,694	33,329	26,826	27,611	330,922
FY25	34,628	28,716	26,372	25,091	33,101	25,752	22,812	21,634	24,353	29,043	24,629	26,392	322,523
FY26	27,421	27,574	25,836	24,990	27,802	21,317	22,495	18,961					196,396
Available Room Nights	47,460	49,042	49,042	47,460	49,042	47,460	49,042	49,042	44,296	49,042	47,460	49,042	
Occupancy %	57.8%	56.2%	52.7%	52.7%	56.7%	44.9%	45.9%	38.7%	0.0%	0.0%	0.0%	0.0%	

CONVENTION CENTER FEES COLLECTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY23	62,518	65,830	67,088	61,810	44,848	51,480	68,305	57,842	53,238	75,480	63,965	54,313	$ 726,714
FY24	63,160	59,332	49,567	79,130	80,079	50,482	61,255	50,565	58,575	74,128	61,840	63,755	$ 751,868
FY25	80,315	70,870	60,612	56,428	76,247	64,132	53,257	49,550	50,762	63,197	56,455	58,595	$ 740,420
FY26	59,642	63,445	55,335	56,445	62,249	47,570	49,045	42,385					$ 436,116





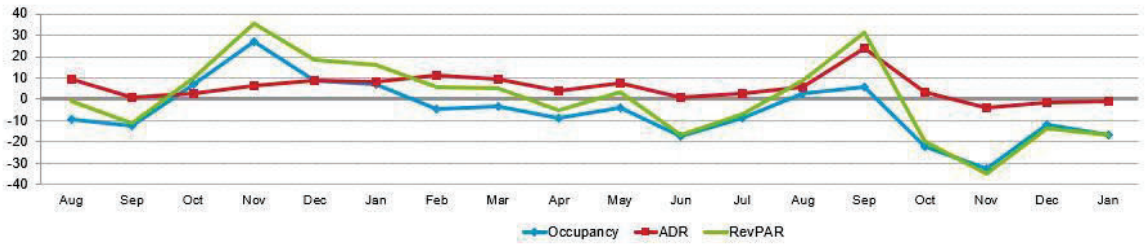
Tab 2 - Trend City of Roswell, NM+: City of Roswell NM

Currency: USD - US Doll

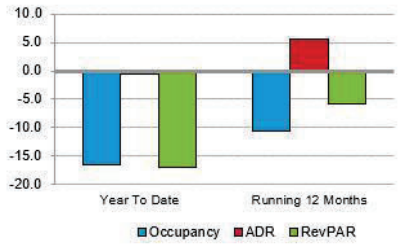
City: Roswell NM

For the Month of January 2026

Monthly Percent Change



Overall Percent Change



Occupancy (%)	2024					2025												2026	Year To Date			Running 12 Months		
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	2024	2025	2026	2024	2025	2026
This Year	58.6	58.9	75.6	70.5	56.2	54.6	62.7	72.8	60.2	59.8	62.5	64.7	60.1	62.4	58.9	47.8	49.5	45.6	51.0	54.6	45.6	64.3	65.9	58.9
Last Year	64.5	67.2	70.7	55.5	51.7	51.0	65.8	75.3	66.0	62.4	75.8	71.2	58.6	58.9	75.6	70.5	56.2	54.6	50.7	51.0	54.6	60.9	64.3	65.9
Percent Change	-9.2	-12.4	7.0	27.0	8.9	7.0	-4.8	-3.4	-8.8	-4.1	-17.6	-9.0	2.6	6.0	-22.1	-32.3	-12.0	-16.5	0.5	7.0	-16.5	5.6	2.5	-10.6

ADR	2024					2025												2026	Year To Date			Running 12 Months		
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	2024	2025	2026	2024	2025	2026
This Year	100.78	100.93	104.88	99.58	96.86	97.07	104.81	113.91	104.62	109.65	109.13	116.78	106.71	124.98	108.30	95.52	95.12	96.45	89.54	97.07	96.45	95.93	102.39	108.02
Last Year	92.31	99.80	101.95	93.54	88.81	89.54	94.42	104.40	100.83	101.82	108.12	113.88	100.78	100.93	104.88	99.58	96.86	97.07	82.93	89.54	97.07	89.27	95.93	102.39
Percent Change	9.2	1.1	2.9	6.5	9.1	8.4	11.0	9.1	3.8	7.7	0.9	2.5	5.9	23.8	3.3	-4.1	-1.8	-0.6	8.0	8.4	-0.6	7.5	6.7	5.5

RevPAR	2024					2025												2026	Year To Date			Running 12 Months		
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	2024	2025	2026	2024	2025	2026
This Year	59.05	59.40	79.33	70.24	54.47	52.96	65.70	82.91	62.96	65.61	68.21	75.61	64.17	77.94	63.80	45.61	47.06	43.96	45.66	52.96	43.96	61.65	67.46	63.60
Last Year	59.55	67.07	72.09	51.95	45.88	45.66	62.17	78.64	66.53	63.52	81.98	81.04	59.05	59.40	79.33	70.24	54.47	52.96	42.08	45.66	52.96	54.33	61.65	67.46
Percent Change	-0.8	-11.4	10.0	35.2	18.7	16.0	5.7	5.4	-5.4	3.3	-16.8	-6.7	8.7	31.2	-19.6	-35.1	-13.6	-17.0	8.5	16.0	-17.0	13.5	9.4	-5.7

Supply	2024					2025												2026	Year To Date			Running 12 Months		
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	2024	2025	2026	2024	2025	2026
This Year	39,091	37,830	39,091	37,830	39,091	39,091	35,308	39,091	37,830	39,091	37,830	39,215	39,215	37,950	39,215	37,950	39,215	39,215	39,091	39,091	39,215	460,265	460,265	461,125
Last Year	39,091	37,830	39,091	37,830	39,091	39,091	35,308	39,091	37,830	39,091	37,830	39,091	39,091	37,830	39,091	37,830	39,091	39,091	39,091	39,091	39,091	460,265	460,265	460,265
Percent Change	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.0	0.0	0.3	0.0	0.0	0.2

Demand	2024					2025												2026	Year To Date			Running 12 Months		
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	2024	2025	2026	2024	2025	2026
This Year	22,904	22,265	29,567	26,686	21,984	21,327	22,132	28,454	22,765	23,390	23,646	25,390	23,583	23,665	23,100	18,123	19,400	17,875	19,934	21,327	17,875	295,801	303,280	271,523
Last Year	25,217	25,424	27,641	21,010	20,196	19,934	23,250	29,447	24,961	24,386	28,684	27,819	22,904	22,265	29,567	26,686	21,984	21,327	19,836	19,934	21,327	280,136	295,801	303,280
Percent Change	-9.2	-12.4	7.0	27.0	8.9	7.0	-4.8	-3.4	-8.8	-4.1	-17.6	-8.7	3.0	6.3	-21.9	-32.1	-11.8	-16.2	0.5	7.0	-16.2	5.6	2.5	-10.5

Revenue	2024					2025												2026	Year To Date			Running 12 Months		
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	2024	2025	2026	2024	2025	2026
This Year	2,308,282	2,247,172	3,100,940	2,657,308	2,129,350	2,070,209	2,319,675	3,241,097	2,381,769	2,564,770	2,580,416	2,965,144	2,516,575	2,957,739	2,501,738	1,731,074	1,845,302	1,723,999	1,784,804	2,070,209	1,723,999	28,376,859	31,051,701	29,329,297
Last Year	2,327,861	2,537,303	2,818,121	1,965,300	1,793,528	1,784,804	2,195,159	3,074,165	2,516,820	2,482,944	3,101,316	3,168,035	2,308,282	2,247,172	3,100,940	2,657,308	2,129,350	2,070,209	1,645,002	1,784,804	2,070,209	25,007,076	28,376,859	31,051,701
Percent Change	-0.8	-11.4	10.0	35.2	18.7	16.0	5.7	5.4	-5.4	3.3	-16.8	-6.4	9.0	31.6	-19.3	-34.9	-13.3	-16.7	8.5	16.0	-16.7	13.5	9.4	-5.5

Census %	2024					2025												2026
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Census Props	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17
Census Rooms	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1265	1265	1265	1265	1265	1265	1265
% Rooms Participants	100.0	100.0	100.0	100.0	100.0	100.0	93.7	93.7	93.7	93.7	93.7	93.7	93.7	93.7	93.7	93.7	93.7	93.7

Lodgers' Tax Update February 2026 Activity Collected in March 2026

- One hotel, Clarion Inn & Suites did not report again this period. They have now paid all of their back due plus late fees. This will reflect on the next reporting period.
- STR data shows we were at 65.5% occupancy. Up 4.5%
- ADR percent change this month is down 1.4% from last year.
- 36 Short Term Rentals reported for the period.

CITY OF ROSWELL

5% LODGERS' TAX COLLECTION REPORT

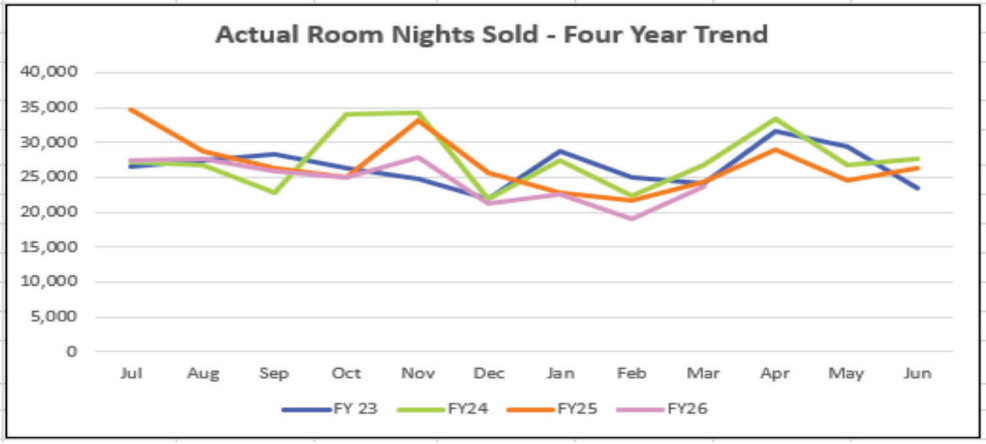
COLLECTED IN MARCH 2026 FOR THE MONTH OF FEBRUARY 2026 ACTIVITY

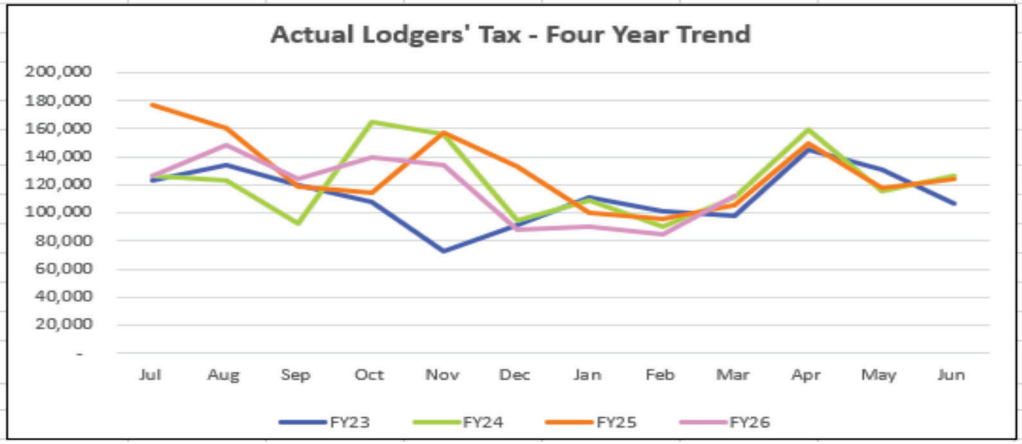
ROOM NIGHTS REPORTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY 23	26,570	27,515	28,330	26,385	24,822	21,885	28,847	24,972	24,102	31,539	29,313	23,353	317,633
FY24	27,246	26,672	22,821	33,964	34,230	21,867	27,393	22,269	26,694	33,329	26,826	27,611	330,922
FY25	34,628	28,716	26,372	25,091	33,101	25,752	22,812	21,634	24,353	29,043	24,629	26,392	322,523
FY26	27,421	27,574	25,836	24,990	27,802	21,317	22,495	18,961	23,646				220,042
Available Room Nights	47,460	49,042	49,042	47,460	49,042	47,460	49,042	49,042	44,296	49,042	47,460	49,042	
Occupancy %	57.8%	56.2%	52.7%	52.7%	56.7%	44.9%	45.9%	38.7%	53.4%	0.0%	0.0%	0.0%	

LODGERS' TAX COLLECTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
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FY25	177,303	159,992	118,806	114,100	157,353	132,870	99,619	95,871	105,116	149,261	117,774	124,547	$ 1,552,612
FY26	126,367	148,321	123,922	139,591	134,417	88,178	89,939	85,050	112,538				$ 1,048,323





CITY OF ROSWELL
$2.50 CONVENTION CENTER BED FEE COLLECTION REPORT
Collected in March 2026 for February 2026 Activity

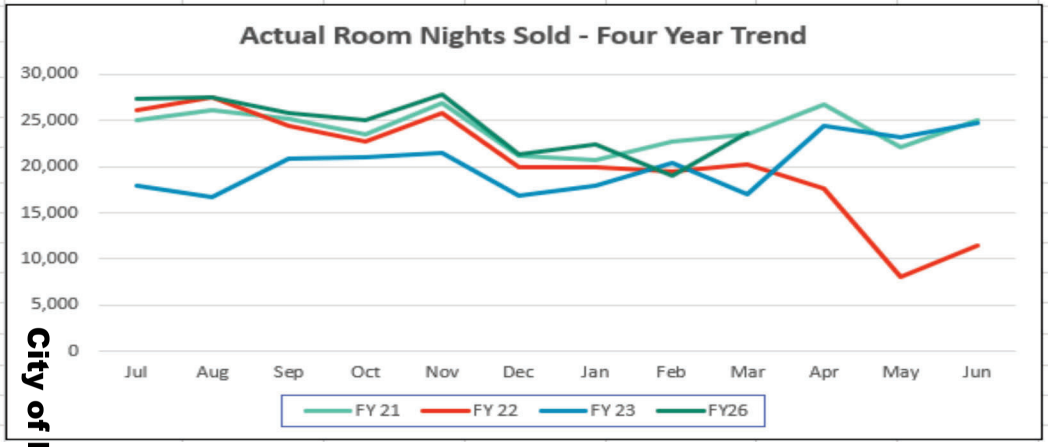
ROSWELL Public Affairs

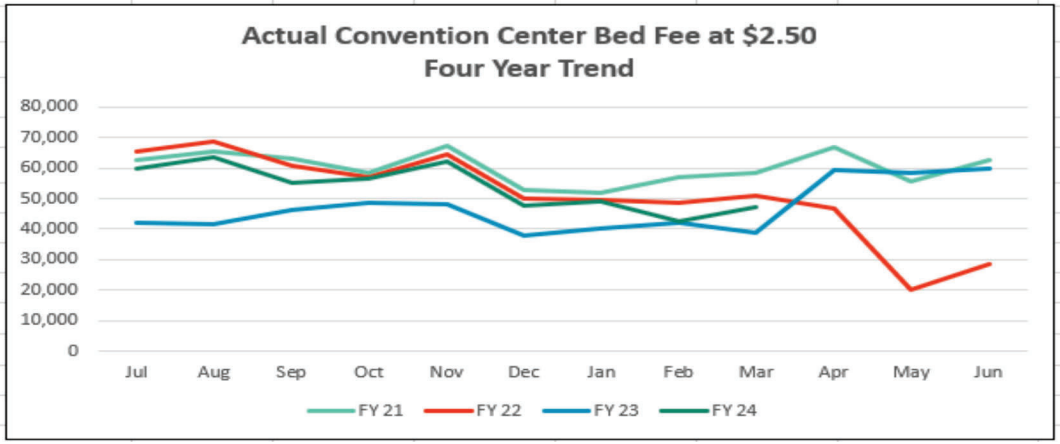
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FY26	27,421	27,574	25,836	24,990	27,802	21,317	22,495	18,961	23,646				220,042
Available Room Nights	47,460	49,042	49,042	47,460	49,042	47,460	49,042	49,042	44,296	49,042	47,460	49,042	
Occupancy %	57.8%	56.2%	52.7%	52.7%	56.7%	44.9%	45.9%	38.7%	53.4%	0.0%	0.0%	0.0%	

CONVENTION CENTER FEES COLLECTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY23	62,518	65,830	67,088	61,810	44,848	51,480	68,305	57,842	53,238	75,480	63,965	54,313	$ 726,714
FY24	63,160	59,332	49,567	79,130	80,079	50,482	61,255	50,565	58,575	74,128	61,840	63,755	$ 751,868
FY25	80,315	70,870	60,612	56,428	76,247	64,132	53,257	49,550	50,762	63,197	56,455	58,595	$ 740,420
FY26	59,642	63,445	55,335	56,445	62,249	47,570	49,045	42,385	47,275				$ 483,391





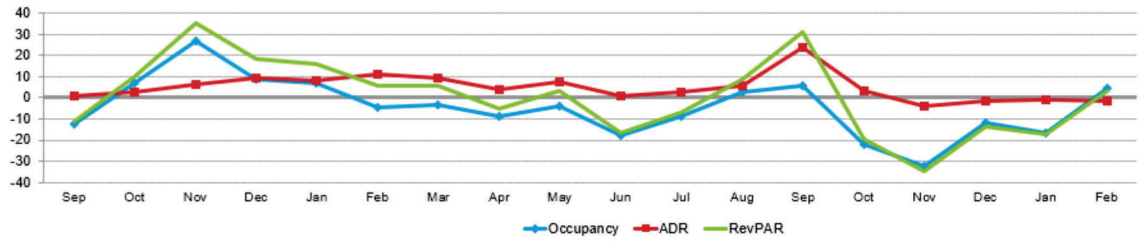
Tab 2 - Trend City of Roswell, NM+: City of Roswell NM

City: Roswell NM

For the Month of February 2026

Currency: USD - US Dolla

Monthly Percent Change



Overall Percent Change



Occupancy (%)	2024				2025												2026		Year To Date			Running 12 Months		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	2024	2025	2026	2024	2025	2026
This Year	58.9	75.6	70.5	56.2	54.6	62.7	72.8	60.2	59.8	62.5	64.7	60.1	62.4	58.9	47.8	49.5	45.6	65.5	58.0	58.4	55.1	64.6	65.6	59.1
Last Year	67.2	70.7	55.5	51.7	51.0	65.8	75.3	66.0	62.4	75.8	71.2	58.6	58.9	75.6	70.5	56.2	54.6	62.7	55.7	51.0	58.4	61.3	64.6	65.6
Percent Change	-12.4	7.0	27.0	8.9	7.0	-4.8	-3.4	-8.8	-4.1	-17.6	-9.0	2.6	6.0	-22.1	-32.3	-12.0	-16.4	4.5	4.1	14.5	-5.7	5.5	1.6	-10.0

ADR	2024				2025												2026		Year To Date			Running 12 Months		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	2024	2025	2026	2024	2025	2026
This Year	100.93	104.88	99.58	96.86	97.07	104.81	113.91	104.62	109.65	109.13	116.78	106.71	124.98	108.30	95.52	95.12	96.34	103.30	92.16	101.01	100.27	96.39	103.18	107.87
Last Year	99.80	101.95	93.54	88.81	89.54	94.42	104.40	100.83	101.82	108.12	113.88	100.78	100.93	104.88	99.58	96.86	97.07	104.81	85.60	89.54	101.01	89.83	96.39	103.18
Percent Change	1.1	2.9	6.5	9.1	8.4	11.0	9.1	3.8	7.7	0.9	2.5	5.9	23.8	3.3	-4.1	-1.8	-0.7	-1.4	7.7	12.8	-0.7	7.3	7.0	4.5

RevPAR	2024				2025												2026		Year To Date			Running 12 Months		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	2024	2025	2026	2024	2025	2026
This Year	59.40	79.33	70.24	54.47	52.96	65.70	82.91	62.96	65.61	68.21	75.61	64.17	77.94	63.80	45.61	47.06	43.97	67.68	53.49	59.00	55.22	62.28	67.74	63.76
Last Year	67.07	72.09	51.95	45.88	45.66	62.17	78.64	66.53	63.52	81.98	81.04	59.05	59.40	79.33	70.24	54.47	52.96	65.70	47.72	45.66	59.00	55.03	62.28	67.74
Percent Change	-11.4	10.0	35.2	18.7	16.0	5.7	5.4	-5.4	3.3	-16.8	-6.7	8.7	31.2	-19.6	-35.1	-13.6	-17.0	3.0	12.1	29.2	-6.4	13.2	8.8	-5.9

Supply	2024				2025												2026		Year To Date			Running 12 Months		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	2024	2025	2026	2024	2025	2026
This Year	37,830	39,091	37,830	39,091	39,091	35,308	39,091	37,830	39,091	37,830	39,215	39,215	37,950	39,215	37,950	39,215	39,215	35,420	74,399	74,399	74,635	460,265	460,265	461,237
Last Year	37,830	39,091	37,830	39,091	39,091	35,308	39,091	37,830	39,091	37,830	39,091	39,091	37,830	39,091	37,830	39,091	39,091	35,308	74,399	39,091	74,399	460,265	460,265	460,265
Percent Change	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.0	90.3	0.3	0.0	0.0	0.2

Demand	2024				2025												2026		Year To Date			Running 12 Months		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	2024	2025	2026	2024	2025	2026
This Year	22,265	29,567	26,686	21,984	21,327	22,132	28,454	22,765	23,390	23,646	25,390	23,583	23,685	23,100	18,123	19,400	17,896	23,206	43,184	43,459	41,102	297,411	302,162	272,618
Last Year	25,424	27,641	21,010	20,196	19,934	23,250	29,447	24,961	24,386	28,684	27,819	22,904	22,265	29,567	26,686	21,984	21,327	22,132	41,476	19,934	43,459	281,975	297,411	302,162
Percent Change	-12.4	7.0	27.0	8.9	7.0	-4.8	-3.4	-8.8	-4.1	-17.6	-8.7	3.0	6.3	-21.9	-32.1	-11.8	-16.1	4.9	4.1	118.0	-5.4	5.5	1.6	-9.8

Revenue	2024				2025												2026		Year To Date			Running 12 Months		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	2024	2025	2026	2024	2025	2026
This Year	2,247,172	3,100,940	2,657,308	2,129,350	2,070,209	2,319,675	3,241,097	2,381,769	2,564,770	2,580,416	2,965,144	2,516,575	2,957,739	2,501,738	1,731,074	1,845,302	1,724,150	2,397,188	3,979,963	4,389,884	4,121,338	28,666,822	31,176,217	29,406,960
Last Year	2,537,303	2,818,121	1,965,300	1,793,528	1,784,804	2,195,159	3,074,165	2,516,820	2,482,944	3,101,316	3,168,035	2,308,282	2,247,172	3,100,940	2,657,308	2,129,350	2,070,209	2,319,675	3,550,198	1,784,804	4,389,884	25,328,628	28,666,822	31,176,217
Percent Change	-11.4	10.0	35.2	18.7	16.0	5.7	5.4	-5.4	3.3	-16.8	-6.4	9.0	31.6	-19.3	-34.9	-13.3	-16.7	3.3	12.1	146.0	-6.1	13.2	8.8	-5.7

Census %	2024				2025												2026	
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Census Props	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17
Census Rooms	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1265	1265	1265	1265	1265	1265	1265	1265
% Rooms Participants	100.0	100.0	100.0	100.0	100.0	93.7	93.7	93.7	93.7	93.7	93.7	93.7	93.7	93.7	93.7	93.7	93.7	93.7

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City of Roswell - Lodger's Tax Fund
Year-To-Date Budget Report
As of 5/1/2026

ORG	OBJ	ACCOUNT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
2622	414100	2622-00-0000-0000-414100	Lodger's Tax 5%	-1,501,798.00	0.00	-1,501,798.00	-1,079,666.63	0.00	-422,131.37	52.75%
2622	414105	2622-00-0000-0000-414105-	Lodger's Tax 5% >31 Days	-69,197.00	0.00	-69,197.00	-89,750.84	0.00	20,553.84	-2.57%
2622	414110	2622-00-0000-0000-414110	Lodger's Tax Penalties	-38,526.00	0.00	-38,526.00	-4,219.64	0.00	-34,306.36	4.29%
2622	443200	2622-00-0000-0000-443200-	State Grants-NM Tourism Dept	-98,598.00	-36,085.92	-134,683.92	-9,033.83	0.00	-125,650.09	15.70%
2622	456010	2622-00-0000-0000-456010	Chgs4Svc-Conv Cntr Rentals	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	456020	2622-00-0000-0000-456020	Chgs4Svc-Conv Cntr Service	0.00	0.00	0.00	-13,396.82	0.00	13,396.82	-1.67%
2622	456030	2622-00-0000-0000-456030	Chgs4Svc-Conv Cntr Concessions	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	456040	2622-00-0000-0000-456040	Chgs4Svc-Conv Cntr F & B Sales	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	456050	2622-00-0000-0000-456050	Chgs4Svc-Conv Cntr AudioVisual	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	456060	2622-00-0000-0000-456060	Chgs4Svc-Conv Cntr Decorator	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	456070	2622-00-0000-0000-456070	Chgs4Svc-Conv Cntr Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	456075	2622-00-0000-0000-456075-	Chgs4Svc-Conv Cntr Rentals	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	456080	2622-00-0000-0000-456080-	Chgs4Svc-Conv Cntr Food	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	456085	2622-00-0000-0000-456085-	Chgs4Svc-Conv Cntr Beverage	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	456110	2622-00-0000-0000-456110	Chgs4Svc-Visit Cntr Store Sale	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	471100	2622-00-0000-0000-471100-	MscNoInc-Government Sales Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	472800	2622-00-0000-0000-472800	MscNoInc-Prior Year Reimburse	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	472905	2622-00-0000-0000-472905-	MscNoInc-Spnsrship/Group Sales	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	483200	2622-00-0000-0000-483200	Interest Inc-Investments	-51,902.00	0.00	-51,902.00	-31,581.48	0.00	-20,320.52	2.54%
2622	483250	2622-00-0000-0000-483250	Interest Inc-Spectra Accts	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	483301	2622-00-0000-0000-483301	Interest Inc-Convention Cnt Ln	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	487010	2622-00-0000-0000-487010-	Consumer Shows	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	487020	2622-00-0000-0000-487020-	Conventions	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	487030	2622-00-0000-0000-487030-	Banquets	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	487040	2622-00-0000-0000-487040-	Trade Shows	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	487050	2622-00-0000-0000-487050-	Meetings/Conferences	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	487060	2622-00-0000-0000-487060-	Special Events	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	487070	2622-00-0000-0000-487070-	Outside Catering	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	487080	2622-00-0000-0000-487080-	Food & Beverage Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	487090	2622-00-0000-0000-487090-	Audio-Visual Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	487100	2622-00-0000-0000-487100-	Event Labor	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	487110	2622-00-0000-0000-487110-	Interest and Dividends	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	489100	2622-00-0000-0000-489100	Misc-General	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	489120	2622-00-0000-0000-489120-	Misc-Visitor Center	0.00	0.00	0.00	-860.00	0.00	860.00	-0.11%
2622	491000	2622-00-0000-0000-491000-	Gain on Sale of Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	912800	2622-00-0000-0000-912800-	Transfer in from Cannabis	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622	922612	2622-00-0000-0000-922612-	Transfers out to Zoo	1,106,864.00	0.00	1,106,864.00	0.00	0.00	1,106,864.00	-138.30%
2622	922621	2622-00-0000-0000-922621-	Transfers out to Conv Center	261,052.00	0.00	261,052.00	0.00	0.00	261,052.00	-32.62%
2622	922627	2622-00-0000-0000-922627-	Transfers out to W/C Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2622			**Revenue Total**	**-392,105.00**	**-36,085.92**	**-428,190.92**	**-1,228,509.24**	**0.00**	**800,318.32**	
26224081	585901	2622-40-4081-0000-585901	Employee Training	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224081	585902	2622-40-4081-0000-585902	Employee Travel	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224081	642902	2622-40-4081-0000-642902	Non-Capital-Tools	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224081	654802	2622-40-4081-0000-654802	Contract-Audit Prof Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224081	663301	2622-40-4081-0000-663301-	Computer-Subscription/License	0.00	21,050.00	21,050.00	20,860.56	0.00	189.44	0.12%
26224081	663304	2622-40-4081-0000-663304	Computer-Software Train/Cnsult	5,000.00	-5,000.00	0.00	0.00	0.00	0.00	0.00%
26224081	672801	2622-40-4081-0000-672801	PubRelat-Education & Promotion	40,000.00	-11,050.00	28,950.00	12,691.93	9,248.82	7,009.25	4.48%
26224081	672802	2622-40-4081-0000-672802	PubRelat-Goodwill	365,000.00	-365,000.00	0.00	0.00	0.00	0.00	0.00%
26224081	672805	2622-40-4081-0000-672805	PubRelat-Advertising/Notices	0.00	365,000.00	365,000.00	205,797.89	151,157.94	8,044.17	5.14%

26224081	672819	2622-40-4081-0000-672819	PubRelat-Air Subsidy (MRG)	0.00	0.00	0.00	0.00	0.00	0.00%
26224081	672827	2622-40-4081-0000-672827	PubRelat-Community Development	0.00	0.00	0.00	0.00	0.00	0.00%
26224081	672828	2622-40-4081-0000-672828	PubRelat-Special Events	610,000.00	0.00	610,000.00	446,144.52	22,734.00	141,121.48	90.25%
26224081	674852	2622-40-4081-0000-674852	PubRelat-Phoenix Promo & Mtkg	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224081	675401	2622-40-4081-0000-675401	PubRelat-General Special Event	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224081	712100	2622-40-4081-0000-712100	G&A-Bank Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224081	712102	2622-40-4081-0000-712102	G&A-Credit Card Fees	5,000.00	-5,000.00	0.00	0.00	0.00	0.00	0.00%
26224081	712710	2622-40-4081-0000-712710-	G&A-Dept Printing/Publications	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224081	712720	2622-40-4081-0000-712720-	G&A-Advertising/Notices	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224081	715301	2622-40-4081-0000-715301	G&A-Gen Permits/Fees/Penalties	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224081	724600	2622-40-4081-0000-724600	Supplies-Postage/Shipping	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224081	725610	2622-40-4081-0000-725610-	Supplies-Covid-19	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224081	817503	2622-40-4081-0000-817503	Capital Outlay-Building/Improv	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224081	817504	2622-40-4081-0000-817504	Capital Outlay-Infrastructure	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224081			**Lodger's Tax Expense**	1,025,000.00	0.00	1,025,000.00	685,494.90	183,140.76	156,364.34	
26224253	511110	2622-42-4253-0000-511110-	Full-Time Salaries	132,956.00	0.00	132,956.00	97,601.51	0.00	35,354.49	45.33%
26224253	511120	2622-42-4253-0000-511120	Part-Time Salaries	8,355.00	0.00	8,355.00	15,324.65	0.00	-6,969.65	-8.94%
26224253	511130	2622-42-4253-0000-511130-	Temporary Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224253	521210	2622-42-4253-0000-521210-	Full-Time Overtime	6,465.00	0.00	6,465.00	3,564.95	0.00	2,900.05	3.72%
26224253	521220	2622-42-4253-0000-521220-	Part-Time Overtime	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224253	521230	2622-42-4253-0000-521230-	Temporary Overtime	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224253	541560	2622-42-4253-0000-541560-	Car Allowance	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224253	541561	2622-42-4253-0000-541561-	Phone Allowance	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224253	551510	2622-42-4253-0000-551510	FICA Tax	8,761.00	0.00	8,761.00	6,856.61	0.00	1,904.39	2.44%
26224253	551520	2622-42-4253-0000-551520	Medicare Tax	2,049.00	0.00	2,049.00	1,603.49	0.00	445.51	0.57%
26224253	561530	2622-42-4253-0000-561530-	PERA Retirement	15,688.00	0.00	15,688.00	11,409.67	0.00	4,278.33	5.49%
26224253	561535	2622-42-4253-0000-561535-	NMRHCA	2,660.00	0.00	2,660.00	1,942.28	0.00	717.72	0.92%
26224253	571536	2622-42-4253-0000-571536-	Administration Fee	0.00	0.00	0.00	42.33	0.00	-42.33	-0.05%
26224253	571540	2622-42-4253-0000-571540-	Group Insurance	32,538.00	0.00	32,538.00	28,444.71	0.00	4,093.29	5.25%
26224253	571550	2622-42-4253-0000-571550-	Worker's Compensation Fee	36.00	0.00	36.00	27.80	0.00	8.20	0.01%
26224253	585901	2622-42-4253-0000-585901	Employee Training	900.00	0.00	900.00	27.80	0.00	872.20	1.12%
26224253	585902	2622-42-4253-0000-585902	Employee Travel	16,000.00	4,000.00	20,000.00	17,589.78	0.00	2,410.22	3.09%
26224253	586101	2622-42-4253-0000-586101	General Uniforms	2,000.00	0.00	2,000.00	1,087.89	912.00	0.11	0.00%
26224253	592424	2622-42-4253-0000-592424	Outside Temporary Labor Force	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224253	612501	2622-42-4253-0000-612501	M&R-Insurance Claims Pending	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224253	614002	2622-42-4253-0000-614002	M&R-Building	40,000.00	-8,600.00	31,400.00	3,486.59	21,478.89	6,434.52	8.25%
26224253	614004	2622-42-4253-0000-614004-	M&R-Equipment	0.00	100.00	100.00	90.40	0.00	9.60	0.01%
26224253	614018	2622-42-4253-0000-614018-	M&R-Roof (Bldg)	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224253	623402	2622-42-4253-0000-623402	Insurance-Building	4,209.00	0.00	4,209.00	4,210.00	0.00	-1.00	0.00%
26224253	623404	2622-42-4253-0000-623404	Insurance-General Liability	7,066.00	0.00	7,066.00	7,065.00	0.00	1.00	0.00%
26224253	623407	2622-42-4253-0000-623407-	Insurance-Worker's Comp	2,804.00	0.00	2,804.00	2,804.00	0.00	0.00	0.00%
26224253	635801	2622-42-4253-0000-635801	Utilities-General Telephones	50.00	0.00	50.00	10.65	0.00	39.35	0.05%
26224253	635802	2622-42-4253-0000-635802	Utilities-Mobile Telephones	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224253	636302	2622-42-4253-0000-636302	Utilities-Electric	2,000.00	0.00	2,000.00	1,411.05	0.00	588.95	0.76%
26224253	636303	2622-42-4253-0000-636303	Utilities-Gas	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224253	636304	2622-42-4253-0000-636304	Utilities-Water	700.00	0.00	700.00	812.68	0.00	-112.68	-0.14%
26224253	642901	2622-42-4253-0000-642901	Non-Capital-Computers	2,200.00	0.00	2,200.00	0.00	0.00	2,200.00	2.82%
26224253	642902	2622-42-4253-0000-642902	Non-Capital-Tools	500.00	-199.99	300.01	239.87	0.00	60.14	0.08%
26224253	642903	2622-42-4253-0000-642903	Non-Capital-Furniture/Fixtures	2,900.00	0.00	2,900.00	2,596.82	99.00	204.18	0.26%
26224253	642904	2622-42-4253-0000-642904	Non-Capital-Equipment	0.00	199.99	199.99	0.00	0.00	199.99	0.26%
26224253	652401	2622-42-4253-0000-652401	Contract-General Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224253	652409	2622-42-4253-0000-652409	Contract-Janitorial Services	3,000.00	3,000.00	6,000.00	2,430.00	3,570.00	0.00	0.00%
26224253	652423	2622-42-4253-0000-652423	Contract-Pest Control Services	600.00	0.00	600.00	416.83	210.24	-27.07	-0.03%
26224253	652424	2622-42-4253-0000-652424-	Outside Temporary Labor Force	0.00	0.00	0.00	0.00	0.00	0.00	0.00%

26224253	654801	2622-42-4253-0000-654801-	Contract-Professional Services	3,000.00	0.00	3,000.00	0.00	3,000.00	0.00	0.00%
26224253	655001	2622-42-4253-0000-655001	Contract-Rentals & Leases Svcs	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224253	655003	2622-42-4253-0000-655003	Contract-Equip Rent & Lease	0.00	0.00	0.00	20.61	0.00	-20.61	-0.03%
26224253	663301	2622-42-4253-0000-663301-	Computer-Subscription/License	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224253	663303	2622-42-4253-0000-663303	Computer-Software Maintenance	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00	2.56%
26224253	663306	2622-42-4253-0000-663306-	Computer-Internet Hosting/Web	8,000.00	0.00	8,000.00	7,188.00	0.00	812.00	1.04%
26224253	672801	2622-42-4253-0000-672801	PubRelat-Education & Promotion	37,000.00	0.00	37,000.00	27,163.76	6,867.50	2,968.74	3.81%
26224253	674700	2622-42-4253-0000-674700	PubRelat-Printing & Publicatns	15,500.00	-2,500.00	13,000.00	1,562.31	1,708.50	9,729.19	12.47%
26224253	712100	2622-42-4253-0000-712100	G&A-Bank Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224253	712102	2622-42-4253-0000-712102	G&A-Credit Card Fees	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00	1.92%
26224253	712110	2622-42-4253-0000-712110	G&A-Procurement Card Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224253	712701	2622-42-4253-0000-712701-	G&A-Dues/Memberships	850.00	0.00	850.00	835.76	5.41	8.83	0.01%
26224253	712702	2622-42-4253-0000-712702	G&A-Subscriptions	2,000.00	0.00	2,000.00	515.87	0.00	1,484.13	1.90%
26224253	712710	2622-42-4253-0000-712710-	G&A-Dept Printing/Publications	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224253	712720	2622-42-4253-0000-712720-	G&A-Advertising/Notices	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224253	715302	2622-42-4253-0000-715302-	G&A-Late Fees and Penalties	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224253	723200	2622-42-4253-0000-723200	Supplies-Fuels and Fluids	500.00	0.00	500.00	0.00	0.00	500.00	0.64%
26224253	724600	2622-42-4253-0000-724600	Supplies-Postage/Shipping	10,000.00	4,000.00	14,000.00	10,399.40	489.35	3,111.25	3.99%
26224253	725601	2622-42-4253-0000-725601	Supplies-General	900.00	0.00	900.00	149.55	425.00	325.45	0.42%
26224253	725602	2622-42-4253-0000-725602	Supplies-Office	1,350.00	0.00	1,350.00	647.54	700.00	2.46	0.00%
26224253	725608	2622-42-4253-0000-725608	Supplies-Janitorial	2,000.00	0.00	2,000.00	439.33	1,560.67	0.00	0.00%
26224253	725610	2622-42-4253-0000-725610-	Supplies-Covid-19	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224253	817503	2622-42-4253-0000-817503	Capital Outlay-Building/Improv	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224253	817504	2622-42-4253-0000-817504	Capital Outlay-Infrastructure	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224253	817505	2622-42-4253-0000-817505	Capital Outlay-Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224253	817507	2622-42-4253-0000-817507	Capital Outlay-Furniture/Fixt	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
26224253			**Lodger's Tax Visitor Center**	**379,037.00**	**0.00**	**379,037.00**	**260,019.49**	**41,026.56**	**77,990.95**	
			Fund 2622 (Surplus)/Deficit	**1,011,932.00**	**-36,085.92**	**975,846.08**	**-282,994.85**	**224,167.32**	**1,034,673.61**	

	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET
Beginning Cash	**$ 1,059,014.76**		**$ 1,059,014.76**
Revenue	**$ (1,760,021.00)**		**$ (1,760,021.00)**
Transfers (Zoo & Convention Center)	**$ 1,367,916.00**	**$ (36,085.92)**	**$ 1,331,830.08**
Payroll	**$ 209,508.00**		**$ 209,508.00**
Operating Expense	**$ 1,194,529.00**		**$ 1,194,529.00**
Ending Cash	**$ 47,082.76**	**$ 36,085.92**	**$ 83,168.68**

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 8.

Finance Committee
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

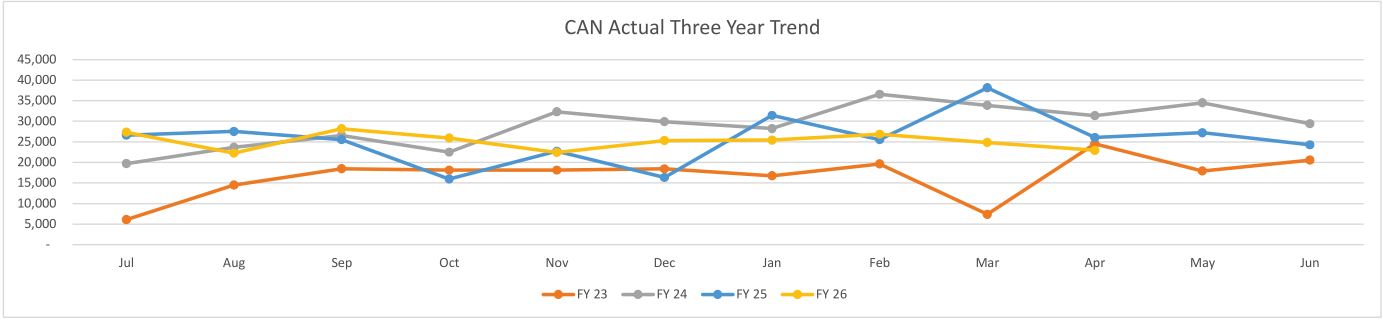
DEPARTMENT NAME:
Cannabis Excise Tax
Gross Receipts Tax

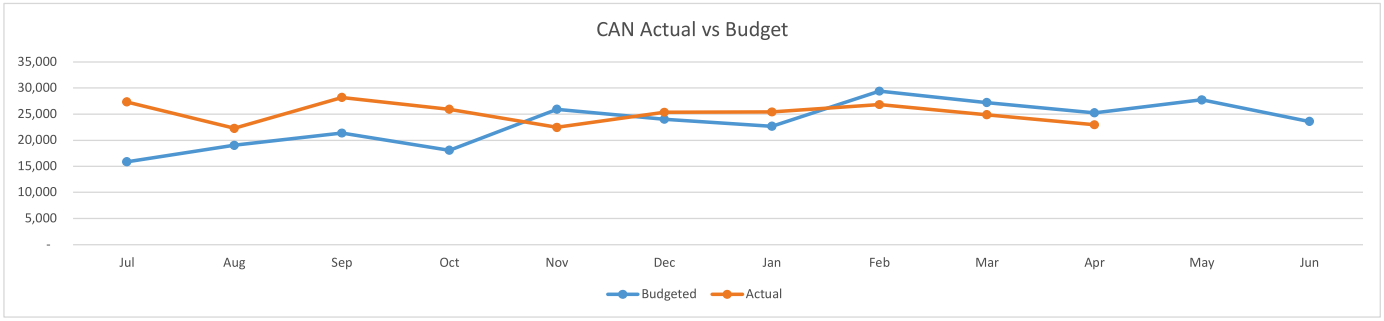
Attachments

Cannabis Excise Tax
Gross Receipts Tax
GRT Allocation
YTD Budget Report

City of Roswell
Cannabis Excise Tax
April 2026

FY	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals	YTD Period % Change	Total
FY 23	6,091	14,494	18,482	18,108	18,096	18,422	16,719	19,631	7,352	24,557	17,949	20,569	200,469		**200,469**
FY 24	19,733	23,688	26,592	22,491	32,293	29,911	28,210	36,580	33,857	31,409	34,507	29,406	348,677	73.9%	**348,677**
FY 25	26,593	27,541	25,544	15,944	22,724	16,310	31,430	25,563	38,136	26,059	27,204	24,268	307,316	-11.9%	**307,316**
FY 26	27,337	22,256	28,178	25,929	22,451	25,341	25,423	26,838	24,872	22,963			251,587	-18.1%	**251,587**
26 over 25	**2.8%**	**-19.2%**	**10.3%**	**62.6%**	**-1.2%**	**55.4%**	**-19.1%**	**5.0%**	**-34.8%**	**-11.9%**	**-100.0%**	**-100.0%**	**-18.1%**		

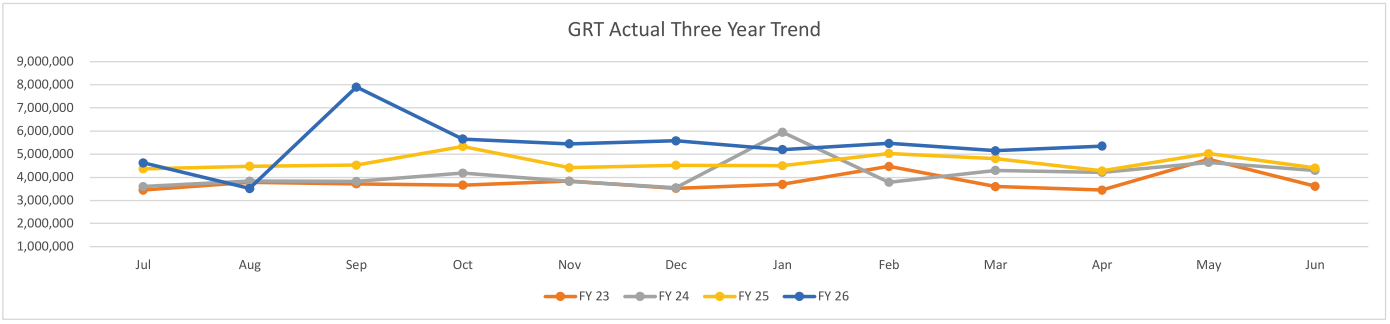


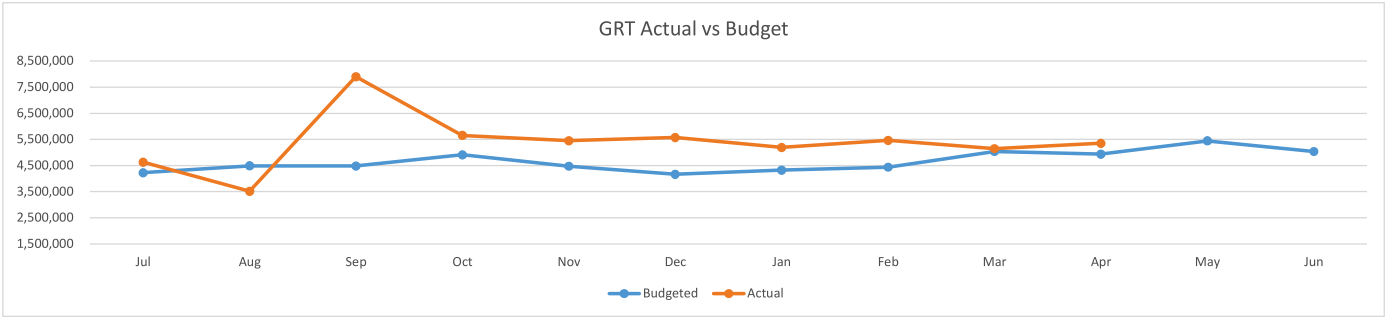


	Budgeted	Actual	Variance
Jul	15,848	27,337	11,489
Aug	19,023	22,256	3,233
Sep	21,362	28,178	6,816
Oct	18,058	25,929	7,871
Nov	25,926	22,451	(3,475)
Dec	24,006	25,341	1,335
Jan	22,658	25,423	2,765
Feb	29,370	26,838	(2,532)
Mar	27,207	24,872	(2,335)
Apr	25,218	22,963	(2,255)
May	27,707		(27,707)
Jun	23,617		(23,617)
Total	**280,000**	**251,587**	**(28,413)**
% FYTD			**-10.1%**

City of Roswell
Gross Receipts Tax
April 2026

FY	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals	YTD Period % Change	Total
FY 19	3,131,599	2,939,761	2,717,100	2,851,428	2,747,878	2,708,431	2,781,667	3,114,447	2,690,121	2,700,303	2,973,891	2,763,391	34,120,016		**34,120,016**
FY 20	2,860,221	3,248,842	5,450,435	2,804,337	3,799,352	3,162,914	2,788,688	3,186,544	2,790,481	2,464,194	2,876,027	2,809,756	38,241,792	10.8%	**38,241,792**
FY 21	3,022,870	3,102,729	3,004,044	2,972,865	2,954,877	2,791,196	2,669,024	3,323,947	2,848,487	2,712,994	3,440,838	3,310,495	36,154,366	-5.8%	**36,154,366**
FY 22	2,905,150	3,365,250	3,274,874	5,322,186	3,503,137	3,415,875	3,433,365	3,746,860	3,298,203	3,207,034	3,796,595	3,493,551	42,762,081	15.5%	**42,762,081**
FY 23	3,451,125	3,781,199	3,720,713	3,659,178	3,836,550	3,520,939	3,690,743	4,468,601	3,592,680	3,450,237	4,773,189	3,610,211	45,555,365	6.5%	**45,555,365**
FY 24	3,601,500	3,833,199	3,825,702	4,187,623	3,821,397	3,550,450	5,949,131	3,784,152	4,297,716	4,213,352	4,643,710	4,296,782	50,004,713	9.8%	**50,004,713**
FY 25	4,360,577	4,481,811	4,529,227	5,334,898	4,410,155	4,515,089	4,501,105	5,035,167	4,810,285	4,274,929	5,021,295	4,404,839	55,679,377	11.3%	**55,679,377**
FY 26	4,625,684	3,517,302	7,903,051	5,654,926	5,450,801	5,577,332	5,193,540	5,464,974	5,151,075	5,350,340			53,889,025	-3.2%	**53,889,025**
26 over 25	**6.1%**	**-21.5%**	**74.5%**	**6.0%**	**23.6%**	**23.5%**	**15.4%**	**8.5%**	**7.1%**	**25.2%**	**-100.0%**	**-100.0%**	**-3.2%**		





	Budgeted	Actual	Variance
Jul	4,220,150	4,625,684	405,534
Aug	4,493,287	3,517,302	(975,985)
Sep	4,484,504	7,903,051	3,418,547
Oct	4,909,769	5,654,926	745,157
Nov	4,478,402	5,450,801	972,399
Dec	4,162,932	5,577,332	1,414,400
Jan	4,325,999	5,193,540	867,541
Feb	4,436,170	5,464,974	1,028,804
Mar	5,038,498	5,151,075	112,577
Apr	4,939,601	5,350,340	410,739
May	5,444,599		(5,444,599)
Jun	5,037,177		(5,037,177)
Total	**55,971,088**	**53,889,025**	**(2,082,063)**
% FYTD			**-3.72%**

CITY OF ROSWELL

GRT ALLOCATION

FY26

Income

Fund	July Actuals	August Actuals	September Actuals	October Actuals	November Actuals	December Actuals	January Actuals	February Actuals	March Actuals	April Actual	May Actuals	June Actuals	Total Actuals
General Fund	3,469,335.19	2,638,030.89	5,327,317.59	3,800,971.34	3,663,384.86	3,749,563.85	3,490,242.44	3,672,343.90	3,461,665.45	3,595,438.49	-	-	36,868,294.00
Flood	-	-	800,115.38	587,069.91	566,389.53	578,017.90	539,979.56	568,617.02	535,616.65	556,521.19	-	-	4,732,327.14
Recreation	433,594.88	329,699.48	665,798.96	475,042.36	457,847.04	468,617.25	436,207.91	458,966.92	432,636.39	449,355.29	-	-	4,607,766.48
Public Safety	722,754.16	549,571.64	1,109,819.25	791,842.68	763,179.82	781,133.06	727,109.71	765,046.29	721,156.37	749,024.84	-	-	7,680,637.82
	4,625,684.23	**3,517,302.01**	**7,903,051.18**	**5,654,926.29**	**5,450,801.25**	**5,577,332.06**	**5,193,539.62**	**5,464,974.13**	**5,151,074.86**	**5,350,339.81**	**-**	**-**	**53,889,025.44**

Expense Actuals

Fund	July	August	September	October	November	December	January	February	March	April	May	June	Total Actuals
Flood	-	-	-	-	-								-
Public Safety	115,408.23	117,612.20	118,192.69	119,253.76	118,781.26	317,694.41	464,176.82	139,655.91	257,442.45	1,348,784.36			3,117,002.09
	115,408.23	**117,612.20**	**118,192.69**	**119,253.76**	**118,781.26**	**317,694.41**	**464,176.82**	**139,655.91**	**257,442.45**	**1,348,784.36**	**-**	**-**	**3,117,002.09**

City of Roswell - Public Safety Fund
Year-To-Date Budget Report
As of 05/01/2026

ORG	OBJ	ACCOUNT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
5500	411100	5500-00-0000-0000-411100-	GRT Tax-Municipal	-5,417,634.00	0.00	-5,417,634.00	-4,732,065.87	0.00	-685,568.13	64.39%
5500	411200	5500-00-0000-0000-411200-	GRT Tax-Muni	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
5500	411500	5500-00-0000-0000-411500-	GRT Tax-State Share	-3,327,741.00	0.00	-3,327,741.00	-2,948,571.97	0.00	-379,169.03	35.61%
5500	443650	5500-00-0000-0000-443650-	State Grants-Fire Protection	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
5500	443700	5500-00-0000-0000-443700-	State Grants-Special Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
5500	452590	5500-00-0000-0000-452590-	Chgs4Svc-Fire Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
5500	471100	5500-00-0000-0000-471100-	MscNoInc-Government Sales Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
5500	472800	5500-00-0000-0000-472800-	MscNoInc-Prior Year Reimburse	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
5500	483200	5500-00-0000-0000-483200-	Interest Inc-Investments	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
5500	491000	5500-00-0000-0000-491000-	Gain on Sale of Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
5500	921101	5500-00-0000-0000-921101-	Transfers out to General Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
5500			**Revenue**	**-8,745,375.00**	**0.00**	**-8,745,375.00**	**-7,680,637.84**	**0.00**	**-1,064,737.16**	
55004125	511110	5500-41-4125-0000-511110-	Full-Time Salaries	0.00	553,277.77	553,277.77	43,489.11	0.00	509,788.66	14.75%
55004125	521210	5500-41-4125-0000-521210-	Full-Time Overtime	0.00	264,467.70	264,467.70	0.00	0.00	264,467.70	7.65%
55004125	541560	5500-41-4125-0000-541560-	Car Allowance	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
55004125	541561	5500-41-4125-0000-541561-	Phone Allowance	0.00	630.00	630.00	0.00	0.00	630.00	0.02%
55004125	551510	5500-41-4125-0000-551510-	FICA Tax	0.00	32,872.87	32,872.87	2,582.83	0.00	30,290.04	0.88%
55004125	551520	5500-41-4125-0000-551520-	Medicare Tax	0.00	7,687.70	7,687.70	604.04	0.00	7,083.66	0.20%
55004125	561530	5500-41-4125-0000-561530-	PERA Retirement	0.00	62,562.46	62,562.46	4,901.74	0.00	57,660.72	1.67%
55004125	561535	5500-41-4125-0000-561535-	NMRHCA	0.00	10,603.75	10,603.75	830.85	0.00	9,772.90	0.28%
55004125	571536	5500-41-4125-0000-571536-	Administration Fee	0.00	266.85	266.85	9.96	0.00	256.89	0.01%
55004125	571540	5500-41-4125-0000-571540-	Group Insurance	0.00	298,409.44	298,409.44	9,237.00	0.00	289,172.44	8.37%
55004125	571550	5500-41-4125-0000-571550-	Worker's Compensation Fee	0.00	125.80	125.80	17.55	0.00	108.25	0.00%
55004125	584201	5500-41-4125-0000-584201-	Physicals & Background Checks	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
55004125	585901	5500-41-4125-0000-585901-	Employee Training	0.00	50,000.00	50,000.00	1,720.29	5,350.00	42,929.71	1.24%
55004125	585902	5500-41-4125-0000-585902-	Employee Travel	0.00	5,000.00	5,000.00	1,691.34	0.00	3,308.66	0.10%
55004125	586101	5500-41-4125-0000-586101-	General Uniforms	0.00	33,451.14	33,451.14	21,610.00	4,000.00	7,841.14	0.23%
55004125	586103	5500-41-4125-0000-586103-	Protective Clothing	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
55004125	614002	5500-41-4125-0000-614002-	M&R-Building	0.00	3,750.00	3,750.00	0.00	0.00	3,750.00	0.11%
55004125	614004	5500-41-4125-0000-614004-	M&R-Equipment	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	0.14%
55004125	614012	5500-41-4125-0000-614012-	M&R-Vehicle	0.00	42,621.55	42,621.55	460.15	11,251.70	30,909.70	0.89%
55004125	614014	5500-41-4125-0000-614014-	M&R-Linen	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
55004125	614020	5500-41-4125-0000-614020-	M&R-Infrastructure (Not Bldg)	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
55004125	623401	5500-41-4125-0000-623401-	Insurance-Auto	0.00	8,000.00	8,000.00	0.00	0.00	8,000.00	0.23%
55004125	635801	5500-41-4125-0000-635801-	Utilities-General Telephones	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
55004125	635802	5500-41-4125-0000-635802-	Utilities-Mobile Telephones	0.00	2,000.00	2,000.00	0.00	0.00	2,000.00	0.06%
55004125	636302	5500-41-4125-0000-636302-	Utilities-Electric	0.00	6,249.99	6,249.99	8,913.93	0.00	-2,663.94	-0.08%
55004125	636303	5500-41-4125-0000-636303-	Utilities-Gas	0.00	2,499.99	2,499.99	404.21	0.00	2,095.78	0.06%
55004125	636304	5500-41-4125-0000-636304-	Utilities-Water	0.00	12,499.98	12,499.98	2,553.38	0.00	9,946.60	0.29%
55004125	642901	5500-41-4125-0000-642901-	Non-Capital-Computers	0.00	48,100.00	48,100.00	47,995.07	0.00	104.93	0.00%
55004125	642902	5500-41-4125-0000-642902-	Non-Capital-Tools	0.00	36,000.00	36,000.00	0.00	0.00	36,000.00	1.04%
55004125	642903	5500-41-4125-0000-642903-	Non-Capital-Furniture/Fixtures	0.00	20,000.00	20,000.00	616.96	3,383.04	16,000.00	0.46%
55004125	642904	5500-41-4125-0000-642904-	Non-Capital-Equipment	0.00	125,266.24	125,266.24	113,041.30	1,029.94	11,195.00	0.32%
55004125	642905	5500-41-4125-0000-642905-	Non-Capital-Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
55004125	652404	5500-41-4125-0000-652404-	Contract-Ambulance Services	1,248,000.00	0.00	1,248,000.00	1,040,000.00	208,000.00	0.00	0.00%
55004125	654801	5500-41-4125-0000-654801-	Contract-Professional Services	0.00	208,000.00	208,000.00	32,481.24	0.00	175,518.76	5.08%
55004125	655001	5500-41-4125-0000-655001-	Contract-Rentals & Leases Svcs	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
55004125	663301	5500-41-4125-0000-663301-	Computer-Subscription/License	0.00	77,135.00	77,135.00	67,345.25	0.00	9,789.75	0.28%
55004125	672805	5500-41-4125-0000-672805-	PubRelat-Advertising/Notices	0.00	1,000.00	1,000.00	155.99	0.00	844.01	0.02%
55004125	674700	5500-41-4125-0000-674700-	PubRelat-Printing & Publicatns	0.00	1,000.00	1,000.00	109.25	0.00	890.75	0.03%
55004125	698001	5500-41-4125-0000-698001-	DebtExp-Principal	0.00	1,695,762.20	1,695,762.20	0.00	0.00	1,695,762.20	49.06%

55004125	698002	5500-41-4125-0000-698002-	DebtExp-Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
55004125	712100	5500-41-4125-0000-712100-	G&A-Bank Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
55004125	712210	5500-41-4125-0000-712210-	G&A-GRT Admin Fees	142,500.00	0.00	142,500.00	141,811.52	0.00	688.48	0.02%
55004125	712710	5500-41-4125-0000-712710-	G&A-Dept Printing/Publications	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
55004125	712720	5500-41-4125-0000-712720-	G&A-Advertising/Notices	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
55004125	715302	5500-41-4125-0000-715302-	G&A-Late Fees and Penalties	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
55004125	715303	5500-41-4125-0000-715303-	G&A-License Fees	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	0.03%
55004125	723200	5500-41-4125-0000-723200-	Supplies-Fuels and Fluids	0.00	52,001.00	52,001.00	0.00	0.00	52,001.00	1.50%
55004125	724600	5500-41-4125-0000-724600-	Supplies-Postage/Shipping	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
55004125	725601	5500-41-4125-0000-725601-	Supplies-General	0.00	4,000.00	4,000.00	0.00	0.00	4,000.00	0.12%
55004125	725602	5500-41-4125-0000-725602-	Supplies-Office	0.00	3,000.00	3,000.00	561.93	0.00	2,438.07	0.07%
55004125	725605	5500-41-4125-0000-725605-	Supplies-EMS	0.00	268,452.18	268,452.18	113,912.91	1,003.34	153,535.93	4.44%
55004125	725608	5500-41-4125-0000-725608-	Supplies-Janitorial	0.00	6,666.64	6,666.64	0.00	0.00	6,666.64	0.19%
55004125	725610	5500-41-4125-0000-725610-	Supplies-Covid-19	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
55004125	793000	5500-41-4125-0000-793000-	MiscExp-General	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
55004125	793501	5500-41-4125-0000-793501-	MiscExp-General Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
55004125	817503	5500-41-4125-0000-817503-	Capital Outlay-Building/Improv	0.00	792,154.43	792,154.43	0.00	784,390.25	7,764.18	0.22%
55004125	817505	5500-41-4125-0000-817505-	Capital Outlay-Equipment	0.00	902,092.21	902,092.21	754,761.64	147,330.57	0.00	0.00%
55004125	817506	5500-41-4125-0000-817506-	Capital Outlay-Vehicles	0.00	2,024,375.94	2,024,375.94	705,182.65	1,319,193.29	0.00	0.00%
55004125	817507	5500-41-4125-0000-817507-	Capital Outlay-Furniture/Fixt	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
55004125			**Expense**	**1,390,500.00**	**7,667,982.83**	**9,058,482.83**	**3,117,002.09**	**2,484,932.13**	**3,456,548.61**	
			Fund 5500 (Surplus) Deficit	-7,354,875.00	7,667,982.83	313,107.83	-4,563,635.75	2,484,932.13	2,391,811.45	

	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET
Beginning Cash	**$ 8,267,575.16**		**$ 8,267,575.16**
Revenue	**$ (8,745,375.00)**		**$ (8,745,375.00)**
Transfers			**$ -**
Payroll		**$ 1,230,904.34**	**$ 1,230,904.34**
Operating Expense	**$ 1,390,500.00**	**$ 6,437,078.49**	**$ 7,827,578.49**
Ending Cash	**$ 15,622,450.16**	**$ (7,667,982.83)**	**$ 7,954,467.33**

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 9.

Finance Committee
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

DEPARTMENT NAME:
Discussions on the proposed Police Station

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 10.

Finance Committee
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

DEPARTMENT NAME:
Roswell- Chaves County Economic Development Corporation

Attachments

RCCEDC FY26 Q3 report

ROSWELL-CHAVES COUNTY
ECONOMIC DEVELOPMENT CORPORATION

April 13, 2026

Ms. Tommi Conyers
Special Event Coordinator
City of Roswell
425 N. Richardson Ave
Roswell, NM 88201

Dear Ms. Conyers,

Attached is our 3rd quarter, FY26 report as per contract of economic development services. Included also is the report, a copy of the most current Profit and Loss Statement .

Please advise if you have any questions. Thank you!

Sincerely,

Michael Espiritu, MEDP, IOM, STS
President and CEO

3 Attachments:
1. Quarterly Report
2. Profit and Loss Statement

ROSWELL-CHAVES COUNTY
ECONOMIC DEVELOPMENT CORPORATION

City of Roswell
Economic Development Report
Roswell-Chaves County Economic Development Corporation
January-March 2026

1. Brief description of recruitment efforts and Industry Business Solicitation Report:

   A. Project Hail, an MRO company, is moving forward to beginning a large, advanced aircraft repair and drone manufacturing center which could result in many new jobs. We are working with a Design-Build company currently to create their new facility. A new hangar facility will be built at the Roswell Air Center. There is the potential for a battery manufacturer to locate an expansion center here.
   B. Project Arrow is an electric bus manufacturer. Land has been identified (rail-served) and is under negotiations. The NM Economic Department and the Governor's office have awarded the company a tentative LEDA award (amount to be determined). An economic analysis was performed and an estimated $141,376,830 has been identified (without the LEDA award). The company is returning to Taiwan to execute an agreement for the first 800 bus components.
   C. Project Show, a tourism and community development project has been in progress to consider the renovation of the former amphitheater owned by the New Mexico Military Institute. A committee has been formed, due diligence is in work, funding is being secured with cost estimates. We are still pursuing potential grant opportunities to fund this project. We have secured $210,000 in donations and other funds. We will be having the bids refreshed and work started mid-year.
   D. Roswell Information Park is a data center campus project with numerous high wage jobs and significant capital investment. The state's Economic Development Cabinet Secretary is directly involved in supporting this project for the Governor's office. A LEDA GRT Share award amount is to be determined, however an incentive analysis identified $10,099,322,394 in incentives without the GRT Share program amount.
   E. Project HD Heroes (Equipment Share) is a large-scale heavy construction equipment company. A site visit was held in July 2025 for potential properties. This project saw the City Council approving the land purchase unanimously at their March 2026 City Council meeting. Construction is expected in April/May 2026.
   F. Project Sound is a new tourism centric project which could generate significant GRT. In the very preliminary stages, this annual event has the potential to grow significantly year after year.
   G. Project Seeker is a critical minerals recovery facility company that has been awarded $2mm in LEDA funds from the state. They will create 120 jobs on day one, and about 500 jobs over 3 years. They will have about $8 to $17.7 M in capital investment. Total operating expenses are estimated between $260-$550 K monthly. They are in receipt of a LEDEA award from the state of $2mm. We have located land options, and the company is pursuing them.
   H. Project Okie is an energy company who is working on their LEDA application. This manufacturing company will create 70-150 jobs. A site has been located and is currently under company review.
   I. Project BPM, an Arkansas expansion was located here in 10 days. The small company performs restoration work resulting from floods, fires, and others, typically under government contracts. They have hired two employees, and as work evolves, they plan to grow their workforce here.
   J. Meeting with local entrepreneur of a new product line that is currently being produced in China with the potential to relocate production to Roswell.
   K. Meetings with the state's Economic Development Department Taiwan liaison about potential agricultural product exports from Chaves County, particularly with several products.
   L. Several other leads for new projects were researched, explored, and submitted to those companies from our own internal lead generation activities. Some of these actively engaged projects are:
      a. Project Bloom – Data Center
      b. Project Snap Dragon – Data Center
      c. Project Volt – Data Center

(Jessica Martinez's January BRE's)	Business Name:	POC:
01/14/2026	Lovelace Regional Hospital (Member)	Nick Shirilla
01/14/2026	International UFO Museum & Research Center (Member)	Karen Jaramillo
01/15/2026	Eastern New Mexico Medical Center (Member)	Brooke Linthicum
01/21/2026	Terracon (Member)	Stephen Jerge
01/28/2026	LP Insurance (Member)	Carolyn Hardwick
01/28/2026	Candlewood Suites (Member)	Yolanda Coronado
01/29/2026	Otero Federal Credit Union (Member)	Melene Street
01/28/2026	Super 8 by Wyndham (Member)	Kayla Bhakata
01/29/2026	Pioneer Bank (Member)	Nathan Brandt
01/29/2026	Aersale (Member)	Amy Butler

(Kristen Chappell's February BRE's)	Business Name:	POC:
02/02/2026	Super 8 by Wyndham (New Member)	Kayla Bhakta
02/03/2026	Highgate Hotels, Fairfield Inn & Suites/TownPlace Suites (Member)	Evelyn Moreno
02/03/2026	Guru Hospitality-Quality Inn & Suites (Member)	Kabir Bhakta
02/05/2026	Alien Trash Services LLC (New Member)	Ronaldo "Rony" Chavira
02/17/2026	Atwood, Malone, Turner & Sabin (Member)	Barbara Payne
02/17/2026	Conquistador Council, BSA (Member)	Karl Shelton
02/29/2026	Coll Brothers Oil (Member)	Rachel Corn
02/19/2026	Holiday Inn Roswell by IGH (North Main location)	Consuelo Siegel
02/19/2026	Farmers Insurance (Member)	Christopher "Chris" Whitney
02/20/2026	Candlewood Suites (Member)	Elijah Hutts
(Jessica Martinez's February BRE's)	**Business Name:**	**POC:**
02/12/2026	NMDOT	Manon Arnett
02/12/2026	Renew Health (New Member)	Derek Bravo
02/13/2026	Dodson Wholesale Lumber Co. (Member)	Steve Dodson

03/24/2026	New Mexico Gas Company (Member)	Lloyd Hatch
03/25/2026	Dr. Fred Telling (Member)	Brittany Gibbs
03/27/2026	Water Fleet	Randi Rodriguez

6. Real Estate Property:
   A. As a result of our engagement with a national design-build company (ARCO), a site visit was held in December with four local companies for possible redesign/new build at the air center. ARCO will design, build to suit new facilities, assist in the renovation of existing buildings, and could acquire financing options for the companies.
   B. Attended and was awarded NM Economic Development Department Site Readiness Program awards for two new sites.
   C. Conducted the Groundbreaking ceremony for the new Space Jump Trampoline Park.
   D. Key listings of commercial/industrial property and buildings are updated at https://www.chavescounty.net/real-estate
   E. We have been actively seeking real estate locations for potential new projects, both retail and commercial/industrial.
   F. We are also reworking our listings of available land and buildings with new property sheets and information to support new development on our website.

7. New and changed programming.
   A. Our Board of Directors has approved Retail Strategies to support new retail companies in Roswell We continue to review potential retail and service sector opportunities.

8. Promotional campaigns

   A. We are redesigning our website with Golden Shovel for a fresh and current appearance.
   B. We provided a presentation the New Mexico State Tourism Commission about the National Championship Air Race's inaugural event held in September.
   C. The Roswell Air Center remains our top focus for opportunity where our advertising and lead generation activities support new growth opportunities.
   D. Contracted advertising for Roswell during this period: the Livability magazine project for 2026 has been completed, with the project in planning stages.
   E. Social media and website analytics:
      Golden Shovel Agency (GSA) (Based on October 1, 2025-December 31, 2025. This is the latest data given to us by GSA. We will not receive the January 1, 2026-March 31, 2026, report until the second week of April).
      a. Total users 6,110
      b. New users 5,962
      c. Sessions 6,536
      d. Sessions per user 1.08
      e. Engagement rate 33.19%
      f. Website views 9,219
      g. Engaged sessions 2,169
      h. Highest traffic days for website views for this quarter were Tuesday, with Wednesday being a close second. Monday, Thursday, and Friday are quite equal, with Saturday being the lowest traffic days for weekdays. Weekends are even lower than the weekday views.

      i. Device category (devices users are viewing our website from)

Device	Total users
Desktop	5,07 (83.9%)
Mobile	958 (15.8%)
Tablet	21

      j. Countries and number of users from the country that have engaged in our website

Texas	165
Ohio	69
Oregon	59
New York	44
Washington	34
Georgia	33

n. Higher Traffic Cities (globally)

City	Total users
Roswell	302
Phoenix	206
Albuquerque	109
Denver	91
Columbus	60
Los Angeles	43
Englewood	41
San Jose	31
Chicago	22
Tempe	40

o. Traffic Type

Sessions default	Total users
Direct	4,495
Organic Search	1,131
Referral	225
Organic Social	161
Paid Search	1

Facebook analytics (January 1, 2026-March 31, 2026)

p. 332,686 Views, +13% from previous 90 days
q. 20,987 Engagement, +7% from previous 90 days
r. 5,423 Interactions, +648% from previous 90 days
s. 3,595 Total followers, +7% from previous 90 days
t. 70% of users are women, 30% are men
u. United States is the leader in top location of users (98.6%)

LinkedIn analytics (Last 90 days)

a. 1,174 followers
b. 775 Impressions
c. 0 Reactions

Instagram analytics (January 1, 2026-March 31, 2026)

a. 657 total followers
b. 1,090 views. Of the views, 75.8% are followers of the RCCEDC Instagram page and 24.2% are non-followers.
c. Accounts reached 278
d. 44 new interactions, of which 95.5% are followers and 4.5% are non-followers
e. Accounts engaged were 15
f. Most active times are on Mondays and Wednesdays, and most views occur around 6:00 pm.

X analytics (January 1, 2026-March 31, 2026)

ROSWELL-CHAVES COUNTY
ECONOMIC DEVELOPMENT CORPORATION

April 13, 2026

Ms. Tommi Conyers
Special Event Coordinator
City of Roswell
425 N. Richardson Ave
Roswell, NM 88201

Dear Ms. Conyers,

Attached is our 3rd quarter, FY26 report as per contract of economic development services. Included also is the report, a copy of the most current Profit and Loss Statement .

Please advise if you have any questions. Thank you!

Sincerely,

Michael Espiritu, MEDP, IOM, STS
President and CEO

3 Attachments:
1. Quarterly Report
2. Profit and Loss Statement

ROSWELL- CHAVES COUNTY EDC

FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION AND
ACCOUNTANT'S COMPILATION REPORT

FEBRUARY 28, 2026

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

May, Taylor & Company (P.C.)
CERTIFIED PUBLIC ACCOUNTANTS
302 W Tilden St
Roswell, NM 88203-4544

ACCOUNTANT'S COMPILATION REPORT

ROSWELL- CHAVES COUNTY EDC
PO Box 849
Roswell, NM 88202

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

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

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

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

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

May, Taylor & Company (P.C.)
March 19, 2026
Roswell, NM 88203-4544

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

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

Assets

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

See Accountants' Compilation Report

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

Liabilities and Net Assets

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

See Accountants' Compilation Report

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

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

See Accountants' Compilation Report

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

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

See Accountants' Compilation Report

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 11.

Finance Committee
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

DEPARTMENT NAME:
MainStreet Roswell

Attachments

MSR Q3 FY26

MAINSTREET ROSWELL

P.O. Box 1328
Roswell, NM 88202
director@mainstreetroswell.org
C: 575-914-8017

MainStreet Roswell – Q1 /City of Roswell – Q3
January, February, March 2026

Submitted on: April 17, 2026
R. Del Jurney, Board President

MainStreet Board Minutes (Inserted): unable to locate

- January 2026
- February 2026
- March 2026

Profit & Loss Statement – 3rd Quarter, 2026 (inserted):

- January, February, March 2026

Executive Director's Monthly Report (inserted): unable to locate

- January, February, March 2026

During this quarter MSR ED/Board held the Annual MainStreet Roswell board meeting, worked on the upcoming 2026 UFO Festival and collaborated on a $500,000 grant through NM Tourism, Destination Forward, for the Chaves County Cultural Plaza

Board members: City of Roswell Q3 MSR added 1 new board member. Cu

R. Del Jurney	President
Allen Shanley	Vice-President
Rosy Rubio	Treasurer
	Secretary
Allen Shanley	Director
Eric Neria	Director
Rodney Austin	Director
Kerri Hendrix	Director
Lela Hunt	Director
Cisco Brink	Director

Project Deliverables / Scope of Service
Brief description of: Business Retention and Economic Development

- ED and/or Board members provided no less than 15-25 per month personal contacts in person, via phone, email or via messenger on the MainStreet Roswell Facebook page and via 3 monthly Stakeholder meetings.
- 1st Friday of each month, ED contacts a majority of stakeholders to obtain information on merchant specials or events happening at their location during that month. ED reviews stakeholder's FB pages and

- We spread our wings and meet with the CCEDC and will soon be meeting with the Chamber of Commerce and the Hispano Chamber of Commerce. We believe that working together will bring positive results to our little corner of the world.

Upcoming Priorities:

- After the resignation of Barbara Gomez as Executive Director, the MainStreet Board will be accepting resumes for the position, as well as a new position for an event planner. We're excited to see who might be interested, and who will satisfy our list of qualifications for each staff position. Next month's report will hopefully be done by our new ED.
- We are anticipating that a push to secure applications for resiliency grants and other grant opportunities will allow us to be more aggressive in the regranting process for repairs and/or remodeling that our stakeholders might be needing. We will establish a contract with the business, which will allow for quicker turnaround on matching funds of $5,000 or less. Additionally, we will be asking the City and County to place MainStreet Roswell on their respective ICIP, so that we can begin to tackle some of the refurbishing in the 'railroad district' that qualifies under City/County ownership.
- We will be working to approve the design phase and to negotiate the maintenance and electrical requirements for the kiosks that are being purchased through a $400,000 capital outlay allocation.
- MainStreet Roswell will be seeking a new location for our office...preferably on Main Street. We believe that it is important to be accessible to our stakeholders, residents and visitors.
- And finally, we will be working diligently to put on a fabulous UFO Festival, that will make Roswell, Chaves County and the State of New Mexico proud.

MainStreet Roswell Board members. As of April 16th (the date of this report) the Board has 4 Board members. One Board member resigned in March, another resigned in April and the Executive Director resigned April 8th.

Del Jurney	President
Allen Shanley	Vice-President
Cisco Brink	Secretary
	Treasurer
Peggy Seskey	Director

Project Deliverables / Scope of Service

Brief description of: Business Retention and Economic Development

- The Executive Director and/or Board members provided stakeholder contacts in person, via phone, email or via messenger on the MainStreet Roswell Facebook page to no less than 15 to 25 individuals. Upcoming events were promoted along with drop-in visits to approximately 20 businesses in the district.

- During this quarter MSR held 3 district merchant Stakeholder meetings in person and via FB live: January – Ancients of Days, February – Art Gallery, March – Bottle Rocket. During the meetings updates were given on new businesses in the district and businesses that are closed or relocated. Updates were given for the Chaves County Cultural Plaza and Wayfinding gateway, benches & kiosks. Information was shared that a new design for the rebranding was approved and would be implemented over the next several months. MSR emphasized the need for stakeholder volunteers to help with the many events that occur within the district.

- 1st Friday of each month, "Mornings with Mike" – The RMS Executive Director posts on FB about her radio time with PVBC and requests information to share online. Contacts are made with many stakeholders to obtain information on merchant specials or events happening at their business during that month. The Executive Director reviews stakeholder FB pages and shares events or specials as posted by the merchant. The information is then broadcast live via PVBC radio, "Mornings with Mike" show, shared on the MainStreet Stakeholders Facebook and during the monthly Stakeholders meeting.

- MainStreet Roswell maintains its webpage at mainstreetroswell.org:
  (The MSR webpage is updated as buildings become vacant or available)
  - Map of the downtown MainStreet District
  - Business directory listing 70 downtown businesses
  - Property Listings of vacant and for sale
  - Projects/ Event

  The Executive Director spoke with various business owners to discuss potential plans for improvements to the interior and/or exterior of their location. The effort was to locate and identify empty buildings and to speak with a number of people looking to find a location in the Main Street district.

New businesses within the district during Q1	**Address**
Tia Sophia's	401 N. Richardson
Bottle Rocket	105 S. Main St.
Zippie's Pizza	115 E. Third St.
Business closures within the district:	
CS Designs	126 S. Main St.
UFO H20	105 S. Main St.

Interior and Exterior Improvement and Rehabilitation	**Address**	**Private Investment**	**Description of work**
Bullock's partnered with Hangar 209	Vacant lot	$27,000	Pocket Park
Anaya Printing	322 N. Main St	$3,000	Painting/plaster removal
Upcoming restaurant – J. Tenorio	205 S. Main St	$15,000	Planning and Design
Upcoming restaurant – L. Sanchez	600 N. Richardson	$50,000	Interior renovations
TOTAL		**$95,500**	

Active Property Listings: A listing of properties within the corridor is maintained through a google spreadsheet and the webpage at mainstreetroswell.org as an ongoing effort.

Location	Listing information	Property information	Listing Broker
*301 E. Fourth	Active listing / $299,900	10,273sqft / industrial	Berkshire Hathaway
*227 N. Main Street	Active listing / $399,000	59,340 sq ft / commercial	Berkshire Hathaway
*201 N. Richardson Ave	Active listing / 209,000	1330 Sq ft / retail	Nunez & Company
*201 W. Third Street	Active listing / $209.000	1330sq ft / Retail	Nunez & Company
*125 E. Third Street	Active listing / $292,500	3,347 sq ft / commercial	Ranchline Taylor
*208 N. Main Street	Active listing / $1,500,000	26,696 sq ft / retail	ExPo Realty
*314 N. Richardson	Active listing / $250,000	4397 sq ft / retail	KellerWilliams Roswell

Public Sector Improvement

Name of Public Project	Location	$ Value of project
None to report.		
Total		**$0.00**

Extraordinary activities:

- Stellar Coffee hosted an event to introduce the MainStreet Roswell Board of Directors. A Power Point presentation was shown to those in attendance, and each Board member had the opportunity to speak about their thoughts and ideas for the corridor. In return attendees had the chance to ask questions and learn more from the Board. It was a very worthwhile event, and we thank Stellar for their hospitality.

Promotional campaigns / Events:

- MainStreet Roswell approved, during the annual meeting, to utilize a new and different design to rebrand our logo, with the hope that it would better represent the look of our downtown corridor.

Cooperative efforts with area organizations:

- Conversations were held with MainStreet programs in Artesia and Carlsbad to pick their brains on the pluses and minuses of projects that we are considering for Roswell. The calls were productive in that we received good insight that could help us during our planning and design process.

Volunteer Hours:

Approximately 700+ volunteer hours were reported during this quarter. Volunteers consisted of MSR Board members, community volunteers and civic organizations. Board members attended and assisted with the MSR UFO meeting and UFO Community meeting.

Executive Director Training / Meeting with NMMS

The Board President and Vice-President met with NMMS, in Albuquerque, regarding grant funding for private sector renovation projects in the 'railroad district'.

Management Report

MainStreet Roswell

For the Quarter ending March 31, 2026

Prepared by

Del Jurney

Prepared on

April 17, 2026

For management use only

Table of contents

Quarterly Statement of Activity Summary 3

Budget vs. Actuals P&L_Report: April-June 2025 5

Quarterly Statement of Activity Summary

January - March, 2026

	Jan - Mar, 2026	Total
REVENUE		
43400 Direct Public Support		0.00
43410 PSA with City	37,500.00	37,500.00
Total 43400 Direct Public Support	**37,500.00**	**37,500.00**
45000 Investments		0.00
45030 Interest-Savings, Short-term CD	17.18	17.18
Total 45000 Investments	**17.18**	**17.18**
46550 City Sponsorship UFO/Alienfest	102,000.00	102,000.00
46600 Holiday Events & Other Events	250.00	250.00
48000 Misc. Income	665.48	665.48
51000 250th Birthday Celebration		0.00
51001 Event Sponsorship	18,790.00	18,790.00
51003 Merchandise Sales	370.00	370.00
Total 51000 250th Birthday Celebration	**19,160.00**	**19,160.00**
Total Revenue	**159,592.66**	**159,592.66**
GROSS PROFIT	**159,592.66**	**159,592.66**
EXPENDITURES		
65000 Operations		0.00
65005 Advertising	65.40	65.40
65017 Internet Expense	210.00	210.00
65020 Postage, Mailing Service	199.00	199.00
65035 Office Expenses	446.95	446.95
65040 Supplies	29.41	29.41
65048 Storage	210.00	210.00
65049 Computers, software, systems	6,699.50	6,699.50
65050 Telephone, Telecommunications	248.95	248.95
Total 65000 Operations	**8,109.21**	**8,109.21**
65012 Fees for Square Reader	102.59	102.59
65060 UFO Festival/Alien Fest		0.00
65061 UFO/Alien Advertising	-192.18	-192.18
65064 UFO/Alien Fest Meals/Lodging	100.28	100.28
65069 UFO/Alien Fest Contest Prizes	75.00	75.00
Total 65060 UFO Festival/Alien Fest	**-16.90**	**-16.90**
65090 Other Events		0.00
65091 Other Events Advertising	631.76	631.76
65093 Other Events Supplies	139.77	139.77
65094 Other Events Misc. expenses	5.00	5.00
Total 65090 Other Events	**776.53**	**776.53**
65100 Other Types of Expenses		0.00
65120 Insurance - Liability, D and O	1,593.24	1,593.24
Total 65100 Other Types of Expenses	**1,593.24**	**1,593.24**

	Jan - Mar, 2026	Total
65500 City Spon. Expense UFO/Alienfes		0.00
65504 Meals and Lodging	18.56	18.56
Total 65500 City Spon. Expense UFO/Alienfes	**18.56**	**18.56**
66000 Salary Expenses		0.00
66050 Director's Salary	14,162.52	14,162.52
Total 66000 Salary Expenses	**14,162.52**	**14,162.52**
66100 Holiday Events		0.00
66101 Holiday Lights Supplies	58.77	58.77
66104 Holiday Lights Advertising	129.92	129.92
66107 Holiday Entertainment Expensse	50.00	50.00
66108 Holiday Events Prizes	150.00	150.00
Total 66100 Holiday Events	**388.69**	**388.69**
68300 Travel and Meetings		0.00
68310 Conference, Convention, Meeting	399.22	399.22
68320 Travel and Meals	96.32	96.32
Total 68300 Travel and Meetings	**495.54**	**495.54**
95000 250th Birthday Celebration*		0.00
95001 Advertising	8,688.58	8,688.58
95002 Merchandise	175.00	175.00
95003 Office Expenses	37.91	37.91
95004 Sponsor Gifts	380.00	380.00
95005 Community Project	5,563.15	5,563.15
Total 95000 250th Birthday Celebration*	**14,844.64**	**14,844.64**
Payroll Expenses		0.00
Taxes	1,132.73	1,132.73
Total Payroll Expenses	**1,132.73**	**1,132.73**
Unapplied Cash Bill Payment Expense	1,831.81	1,831.81
Total Expenditures	**43,439.16**	**43,439.16**
NET OPERATING REVENUE	**116,153.50**	**116,153.50**
NET REVENUE	**$116,153.50**	**$116,153.50**

	TOTAL		
	Actual	Budget	Money remaining
Income			
10011 Bank Fee Refund	0.00		0.00
250th	0.00		0.00
43400 Direct Public Support			
43410 PSA with City	37,500.00	37,500.00	0.00
Total for 43400 Direct Public Support	**$37,500.00**	**$37,500.00**	**$0.00**
45000 Investments			
45030 Interest-Savings, Short-term CD	17.18	49.98	32.80
Total for 45000 Investments	**$17.18**	**$49.98**	**$32.80**
46550 City Sponsorship UFO/Alienfest	102,000.00		-102,000.00
46600 Holiday Events & Other Events	$250.00		-$250.00
46601 Holiday Lights Donations		7,500.00	7,500.00
46604 Holiday Events Vendors		600.00	600.00
46605 Holiday Events Sponsor		750.00	750.00
Total for 46600 Holiday Events & Other Events	**$250.00**	**$8,850.00**	**$8,600.00**
48000 Misc. Income	$665.48		-$665.48
48001 Donations		250.02	250.02
48002 RDR Ads		37.50	37.50
Total for 48000 Misc. Income	**$665.48**	**$287.52**	**-$377.96**
51000 250th Birthday Celebration			
51001 Event Sponsorship	18,790.00		-18,790.00
51003 Merchandise Sales	370.00		-370.00
Total for 51000 250th Birthday Celebration	**$19,160.00**		**-$19,160.00**
42101 Fundrasing Events			
42103 Fund raising proceeds		2,500.02	2,500.02
Total for 42101 Fundrasing Events		**$2,500.02**	**$2,500.02**
46300 ChileCheese			
46301 Chile Cheese Vendor Fee		450.00	450.00
46302 Chile Cheese Sponsorship		1,000.02	1,000.02
Total for 46300 ChileCheese		**$1,450.02**	**$1,450.02**
46500 UFO/Alien Fest			
46501 UFO Alien Fest Vendors		15,000.00	15,000.00
46502 UFO/Alien Fest Sponsorship		7,500.00	7,500.00
46505 UFO/Alien Fest Donations		250.02	250.02
46508 Lodgers Tax Reimbursement		10,000.02	10,000.02
46512 UFO/Alienfest In Kind donation		100.02	100.02
56504 City of Roswell Reimb. Gen. Fun		25,000.02	25,000.02

	TOTAL		
	Actual	Budget	Money remaining
Total for 46500 UFO/Alien Fest		**$57,850.08**	**$57,850.08**
47500 Farmers Market Income			
47501 Farmers Market Income		2,599.98	2,599.98
Total for 47500 Farmers Market Income		**$2,599.98**	**$2,599.98**
Total for Income	**$159,592.66**	**$111,087.60**	-$48,505.06
Cost of Goods Sold			
Gross Profit	**$159,592.66**	**$111,087.60**	-$48,505.06
Expenses			
65000 Operations			
65005 Advertising	65.40		-65.40
65017 Internet Expense	210.00	150.00	-60.00
65020 Postage, Mailing Service	199.00	199.98	0.98
65035 Office Expenses	446.95	1,000.02	553.07
65040 Supplies	29.41	300.00	270.59
65048 Storage	210.00	559.98	349.98
65049 Computers, software, systems	6,699.50	3,750.00	-2,949.50
65050 Telephone, Telecommunications	248.95	1,000.02	751.07
65045 Training		25.02	25.02
65055 Web Hosting		349.98	349.98
Total for 65000 Operations	**$8,109.21**	**$7,335.00**	**-$774.21**
65012 Fees for Square Reader	102.59	25.02	-77.57
65060 UFO Festival/Alien Fest			
65061 UFO/Alien Advertising	-192.18	1,000.02	1,192.20
65064 UFO/Alien Fest Meals/Lodging	100.28	1,500.00	1,399.72
65069 UFO/Alien Fest Contest Prizes	75.00	1,200.00	1,125.00
65062 UFO/Alien Fest Entertainment		25,000.02	25,000.02
65066 UFO/Alien Fest Supplies		2,500.02	2,500.02
65067 UFO/Alien Fest Security		9,000.00	9,000.00
65068 UFO/Alien Fest Merchandise		4,500.00	4,500.00
Total for 65060 UFO Festival/Alien Fest	**-$16.90**	**$44,700.06**	**$44,716.96**
65090 Other Events			
65091 Other Events Advertising	631.76		-631.76
65093 Other Events Supplies	139.77		-139.77
65094 Other Events Misc. expenses	5.00		-5.00
Total for 65090 Other Events	**$776.53**		**-$776.53**
65100 Other Types of Expenses			
65120 Insurance - Liability, D and O	1,593.24	2,250.00	656.76
65160 Other Costs		49.98	49.98
65180 Gross Receipts Tax		375.00	375.00
Total for 65100 Other Types of Expenses	**$1,593.24**	**$2,674.98**	**$1,081.74**
65500 City Spon. Expense UFO/Alienfes			

	TOTAL		
	Actual	Budget	Money remaining
65504 Meals and Lodging	18.56	250.02	231.46
Total for 65500 City Spon. Expense	**$18.56**	**$250.02**	**$231.46**
UFO/Alienfes			
66000 Salary Expenses			
66050 Director's Salary	14,162.52	29,074.98	14,912.46
66010 Payroll Taxes		2,250.00	2,250.00
66015 Workmans Comp		10.02	10.02
66020 Unemployment Insurance		52.50	52.50
Total for 66000 Salary Expenses	**$14,162.52**	**$31,387.50**	**$17,224.98**
66100 Holiday Events			
66101 Holiday Lights Supplies	58.77	550.02	491.25
66104 Holiday Lights Advertising	129.92	150.00	20.08
66107 Holiday Entertainment Expensse	50.00	1,099.98	1,049.98
66108 Holiday Events Prizes	150.00	625.02	475.02
66102 Holiday Lights Inst. and Remova		10,999.98	10,999.98
66109 PayPal Fees Holiday Events		37.50	37.50
66111 Security		300.00	300.00
Holiday Street Closures		750.00	750.00
Total for 66100 Holiday Events	**$388.69**	**$14,512.50**	**$14,123.81**
68300 Travel and Meetings			
68310 Conference, Convention, Meeting	399.22	49.98	-349.24
68320 Travel and Meals	96.32	349.98	253.66
Total for 68300 Travel and Meetings	**$495.54**	**$399.96**	**-$95.58**
95000 250th Birthday Celebration*			
95001 Advertising	8,688.58		-8,688.58
95002 Merchandise	175.00		-175.00
95003 Office Expenses	37.91		-37.91
95004 Sponsor Gifts	380.00		-380.00
95005 Community Project	5,563.15		-5,563.15
Total for 95000 250th Birthday Celebration*	**$14,844.64**		**-$14,844.64**
Payroll Expenses			
Taxes	1,132.73	499.98	-632.75
Wages		4,999.98	4,999.98
Total for Payroll Expenses	**$1,132.73**	**$5,499.96**	**$4,367.23**
Unapplied Cash Bill Payment Expense	1,831.81		-1,831.81
62100 Contract Services			
62110 Accounting Fees		1,600.02	1,600.02
Total for 62100 Contract Services		**$1,600.02**	**$1,600.02**
65008 Bank Fees		600.00	600.00
65070 Chile Chesse Festival			
65072 Chile Cheese Entertainment		250.02	250.02

	TOTAL		
	Actual	Budget	Money remaining
65073 Chile Cheese Rentals		175.02	175.02
65074 Chile Cheese Supplies		400.02	400.02
Total for 65070 Chile Chesse Festival		**$825.06**	**$825.06**
65080 Farmers Market			
65082 Farmers Market Rentals		250.02	250.02
65083 Farmers Market Supplies		250.02	250.02
65084 Farmers Market other expenses		25.02	25.02
Total for 65080 Farmers Market		**$525.06**	**$525.06**
66125 Contests			
66126 Parade Contest Winners		124.98	124.98
Total for 66125 Contests		**$124.98**	**$124.98**
Uncategorized Expense		199.98	199.98
Total for Expenses	**$43,439.16**	**$110,660.10**	**$67,220.94**
Net Operating Income	**$116,153.50**	**$427.50**	**-$115,726.00**
Other Income			
Other Expenses			
Net Other Income			
Net Income	**$116,153.50**	**$427.50**	**-$115,726.00**

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 12.

Finance Committee
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

DEPARTMENT NAME:
Roswell Hispano Chamber of Commerce

Attachments

RHCC FY26 Q3 Report

2026 Q3 Report

WHAT THIS REPORT SHOWS

RHCC has been in a structured rebuild phase, focused on establishing the operational systems required to deliver measurable business support, not simply activity.

WHAT HAS BEEN DONE

- Built foundational systems for Organizational Infrastructure:
    - RHCC Authority & Decision-Making Policy
    - Financial Controls & Spending Discipline
    - Established membership and sponsorship framework
    - Developed a unified framework for revenue and program delivery
- Launched 2-member driven initiatives:
    - Developed Business Accelerator Series Education (BASE)
    - Local Business Tourism Initiative
- Initiated core support infrastructure:
    - Began Customer Relationship Management system buildout
    - Began RHCC website restructuring
    - Completed PiñataFest-Roswell / New Mexico True standalone website

WHY REVENUE APPEARS LIMITED

Membership billing has been intentionally deferred until revenue policies and classifications are finalized to ensure consistency, fairness, and scalability. We are now at that point.

WHAT HAPPENS NEXT

- Membership invoicing begins under a standardized system – HubSpot CRM
- Business Acceleration Series programming launches with measurable outcomes
- Website restructuring supports member visibility and communication
- PiñataFest stand-alone website has been completed – supports tourism initiatives
- Vendor-to-member conversion will be implemented to accelerate membership growth
- Sponsorship pipeline is activated

BOTTOM LINE

Finances reflect a deliberate investment in infrastructure required to support sustainable revenue and program delivery. Revenue will follow system completion—not precede it.

2026 Q3 Report

Financial Summary & Program Alignment

As of February 29, 2026

EXECUTIVE SUMMARY

The Roswell Hispano Chamber of Commerce has focused on rebuilding its operational and governance foundation while developing targeted initiatives to support local businesses and strengthen the regional business environment.

February financial activity reflects early-stage investment in infrastructure and systems required to deliver programs under three core pillars:

- Business Accelerator Series Education (BASE)
- PiñataFest-Roswell / NM Department of Tourism Initiative (TEGS)
- Tourism & Visitor Economy Initiative

These investments position the organization for expanded program delivery and measurable growth outcomes in upcoming quarters.

KEY FINANCIAL METRICS (YTD)

Total Revenue: $17,750
Total Expenses: $7,393
Net Position: $10,356
Primary Funding Sources: City of Roswell, New Mexico Tourism Department

REVENUE SUMMARY

Public Support:
- City of Roswell: $12,500
- New Mexico Tourism Department (TEGS) Grant: $5,000

Earned Revenue:
- Membership Dues: $250 (limited due to revenue policy finalization deferral)
- Sponsorship Revenue: $1,500 (Eastern NM University – Roswell)

Deferred Revenue (Q1):
- Approximately $7,000+ pending membership-revenue not yet invoiced or recognized

Total Revenue: $19,250

2026 Q3 Report

EXPENSES BY STRATEGIC PILLAR

Tourism & Visitor Economy
Website & Digital Infrastructure: $6,614

Purpose: Development of a dedicated PiñataFest and tourism-facing platform to attract visitors, promote local businesses, and support City and State tourism initiatives.

Subtotal: $6,614

Business Engagement
Postage & Mailing: $250
Office Expense: $15

Purpose: Direct outreach to local businesses and member engagement.

Subtotal: $265

BASE (Business Accelerator Series Education)
No direct program expenses recorded in February.

Subtotal: $0

Organizational Infrastructure
Rent: $500
Bank Fees: $15

Purpose: Core operating infrastructure supporting all programs.

Subtotal: $515

TOTAL EXPENSES
$7,393

NET POSITION
$11,857

STRATEGIC INTERPRETATION

February financial activity reflects a deliberate front-loading of organizational infrastructure investment, focused on building the systems required to support business programming, member engagement, and sponsorship development.

This includes foundational work on:

- Business Accelerator Series Education program structure
- Membership classification and revenue policy alignment

• Development of the RHCC website as a member, sponsor, and vendor communication platform

Input from RHCC member meetings also identified tourism as a key business issue. In response, RHCC has begun engaging local hotel general managers and will expand that effort to include restaurants and other tourism-facing businesses.

This work is distinct from PiñataFest and is focused on improving how local businesses capture, serve, and benefit from existing visitor traffic.

These investments are designed to establish a clear and scalable operating framework before initiating full revenue collection and program delivery.

As a result:
• Current expenses reflect system development, not ongoing program operations
• Current revenue does not yet reflect the organization's full earning capacity

This approach prioritizes long-term sustainability, consistency, and measurable outcomes over short-term activity.

COMMITTED INVESTMENTS & REVENUE TIMING

Website Platform Investment (Committed)
The RHCC Board has approved a full rebuild of the organization's primary website as a core operational platform, with a total project cost of approximately $8,500.

This platform is designed to:
• Support business-facing program delivery (BASE)
• Provide structured visibility for members and sponsors
• Serve as the central communication platform for the business community

This investment reflects a deliberate shift toward building durable infrastructure required for sustained program execution and revenue generation.

Membership Revenue Timing (Deferred by Design)
Membership dues revenue in the current period does not reflect the organization's full membership base.

RHCC has intentionally delayed invoicing while finalizing:
• A Unified Revenue Policy
• Standardized Operating Definitions
• A Membership Classification System

This ensures:
• Consistent pricing and value alignment
• Clear distinction between membership, sponsorship, and program participation
• Long-term scalability of revenue streams

Additionally, RHCC will be implementing a vendor-to-member conversion strategy, offering vendors the opportunity to reduce booth fees from approximately $500 to $200 when enrolling as a $199 Launch-level member. This approach is designed to accelerate membership growth while reinforcing long-term engagement.

Membership billing and revenue normalization are expected to follow completion and Board approval of these frameworks.

BALANCE SHEET HIGHLIGHTS

As of February 28, 2026, RHCC maintains a strong financial position:
- Cash and cash equivalents of approximately $51,500
- Minimal liabilities of $105
- Positive net position of over $53,000
- No outstanding debt obligations

This reflects a disciplined approach to financial management, maintaining liquidity while building the operational infrastructure necessary for future program delivery and revenue generation.

FINANCIAL MANAGEMENT PHILOSOPHY

RHCC has deliberately taken a conservative approach to cash management, ensuring that public funds are deployed only when the underlying systems and programs are in place to produce measurable outcomes. This disciplined approach is reflected in both the organization's current cash position and a reduced funding request for the upcoming year.

ROSWELL HISPANO CHAMBER OF COMMERCE
Profit & Loss
February 2026

	Feb 26	
Ordinary Income/Expense		
Income		
Program Income		
Membership Dues	250.00	
Total Program Income		250.00
Indirect Public Support		
New Mexico Tourism Grant	5,000.00	
City of Roswell	12,500.00	
Total Indirect Public Support		17,500.00
Total Income		17,750.00
Expense		
Facilities and Equipment		
Rent Bldg	500.00	
Total Facilities and Equipment		500.00
Operations		
Bank Service Charges	15.00	
Internet & Website Exp	6,614.01	
Office Expense	14.62	
Postage, Mailing Service	250.00	
Total Operations		6,893.63
Total Expense		7,393.63
Net Ordinary Income		10,356.37
Net Income		**10,356.37**

ROSWELL HISPANO CHAMBER OF COMMERCE
Balance Sheet
As of February 28, 2026

	Feb 28, 26
ASSETS	
Current Assets	
Checking/Savings	
Pioneer Bank #76232	10,933.99
Pioneer bank #48330	40,619.36
Checking at Wells Fargo Bank	-54.99
First American Bank	72.17
Total Checking/Savings	51,570.53
Total Current Assets	51,570.53
Fixed Assets	
Computer Equipment	1,596.96
Total Fixed Assets	1,596.96
TOTAL ASSETS	**53,167.49**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Payroll Liabilities	105.14
Total Other Current Liabilities	105.14
Total Current Liabilities	105.14
Total Liabilities	105.14
Equity	
Unrestricted Net Assets	44,806.27
Net Income	8,256.08
Total Equity	53,062.35
TOTAL LIABILITIES & EQUITY	**53,167.49**

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 13.

Finance Committee
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

DEPARTMENT NAME:
Flood Disaster Update

Attachments

Flood Update

Project #	Title	Status	Date	Estimate or Claimed Amount	FEMA Share at 75%	City of Roswell 25%
806095	B - City of Roswell, City Hall Storage, Emergency Protective Measures	Obligated	6/9/2025	$ 10,320.57	$ 7,740.43	$ 2,580.14
806112	B - City of Roswell, Convention & Civic Center, EPM	Obligated	5/5/2025	$ 1,816,033.58	$ 1,362,025.19	$ 454,008.40
806126	B - Parks and Recreation Office/IT Building "The Rock" Building,EPM	Obligated	4/28/2025	$ 219,539.72	$ 164,654.79	$ 54,884.93
806133	B - City of Roswell, Adult Center, Emergency Protective Measures	Obligated	6/12/2025	$ 294,742.06	$ 221,056.55	$ 73,685.52
806146	B - Museum and Robert H. Goddard Planetarium, EPM	Obligated	5/5/2025	$ 2,954,901.77	$ 2,216,176.33	$ 738,725.44
806150	B - City of Roswell, Police Station, Emergency Protective Measures	Obligated	5/20/2025	$ 258,476.31	$ 193,857.23	$ 64,619.08
806256	G - City of Roswell, Section 1206, Flood Plain Management Compliance	Obligated	6/24/2025	$ 132,948.78	$ 99,711.59	$ 33,237.20
806257	E - Roswell Museum & Art Center Building Damages V.0 (A&E only)	Obligated	8/26/2025	$ 672,030.00	$ 504,022.50	$ 168,007.50
806258	E - Adult Center 50% Replacement	Obligated	4/23/2026	$ 9,242,173.02	$ 6,931,629.77	$ 2,310,543.26
806259	E - Boy Scout Building Damages V.1 50% Rule (Repair vs. Replacement)	Obligated	1/28/2026	$ 739,017.53	$ 554,263.15	$ 184,754.38
806261	E - Convention & Civic Center Damages V.1 (Repair to Pre-Disaster Con	Obligated	2/27/2026	$ 4,554,823.22	$ 3,416,117.42	$ 1,138,705.81
806262	E - Parks & Recreation Office / IT Building Damages V.1 (50% Rule - Re	Obligated	8/26/2025	$ 972,673.13	$ 729,504.85	$ 243,168.28
806263	E - Parks & Recreation Tennis Pro Shop "The Rock" Building Damages V	Obligated	8/5/2025	$ 67,281.00	$ 50,460.75	$ 16,820.25
949428	A - Debris Removal from Streets/Roadways	Obligated	2/25/2026	$ 530,478.50	$ 397,858.88	$ 132,619.63
949433	B - Roswell International Air Center (RAIC) - EPM	Obligated	6/12/2025	$ 548,447.95	$ 411,335.96	$ 137,111.99
949435	B - Roswell Fire Department - Central Fire Station EPM	Obligated	6/24/2025	$ 86,128.48	$ 64,596.36	$ 21,532.12
949444	B - Roswell Parks & Recreation - IT Department Temp Location	Obligated	2/20/2026	$ 25,155.92	$ 18,866.94	$ 6,288.98
949457	B - Roswell Museum Building and Goddard Planetarium - Temporary Stor	Obligated	2/25/2026	$ 91,973.60	$ 68,980.20	$ 22,993.40
949463	B - City of Roswell - Roswell Police Department Citywide EPM	Obligated	2/4/2026	$ 30,225.22	$ 22,668.92	$ 7,556.31
949466	B - Roswell Wastewater Treatment Plant - Emergency Protective Measure	Obligated	2/9/2026	$ 19,265.49	$ 14,449.12	$ 4,816.37
949469	B - Roswell Visitor Center Building - Emergency Protective Measures	Obligated	1/30/2026	$ 5,486.33	$ 4,114.75	$ 1,371.58
950884	C - Roswell RoadDamages-KY-LA-MI-MO-Aves.	Obligated	8/5/2025	$ 63,789.91	$ 47,842.43	$ 15,947.48
950887	C - Roswell RoadDamages-4th-6th-8th-9th-Sts.	Obligated	8/5/2025	$ 107,493.20	$ 80,619.90	$ 26,873.30
950893	C - Roswell RoadDamages-10th-11th-12th-Orange-PA-Park-Pecan	Obligated	8/4/2025	$ 76,876.88	$ 57,657.66	$ 19,219.22
950901	C - Roswell RoadDamages-Riverside Dr.	Obligated	8/4/2025	$ 43,453.70	$ 32,590.28	$ 10,863.43
950904	C - Roswell RoadDamages-Alameda-Bland-Edgewood-Hendricks-Summit	Obligated	8/6/2025	$ 92,784.41	$ 69,588.31	$ 23,196.10
950906	E - Roswell Police Dept Vehicle Damages	Obligated	2/25/2026	$ 298,172.00	$ 223,629.00	$ 74,543.00
950909	C - Roswell RoadDamages-Wyoming Ave.	Obligated	8/4/2025	$ 64,262.77	$ 48,197.08	$ 16,065.69
950911	C - Roswell RoadDamages-7th-KY-MO-Bland	Obligated	8/26/2025	$ 564,043.85	$ 423,032.89	$ 141,010.96
950917	C - Roswell AsstdBridgeRepairs-KY-DeBremond	Obligated	1/30/2026	$ 68,298.04	$ 51,223.53	$ 17,074.51
950922	G- Roswell Asstd Parking Lot Repairs	Obligated	4/23/2026	$ 1,888,684.00	$ 1,416,513.00	$ 472,171.00
950936	C - Roswell PubWks-SpecialElectronicsDeptRepairs	Obligated	2/4/2026	$ 79,962.06	$ 59,971.55	$ 19,990.52
950941	C - Roswell Zoo Bridges Damaged	Obligated	2/25/2026	$ 713,497.00	$ 535,122.75	$ 178,374.25
950944	C - W. Bland St. Pavement repairs & Asst'd Sidewalk repairs	Obligated	1/6/2026	$ 21,523.27	$ 16,142.45	$ 5,380.82
950953	G - Roswell Pks&Rec-RiverFencingDamages	Obligated	2/25/2026	$ 896,780.77	$ 672,585.58	$ 224,195.19
950958	G - Roswell PubWks-Railing&Fence Damages	Obligated	2/25/2026	$ 208,805.62	$ 156,604.22	$ 52,201.41
950967	F - Roswell PubWks(WWTP)-Asstd Sewer Damages	Obligated	2/27/2026	$ 1,573,001.47	$ 1,179,751.10	$ 393,250.37

950968	F - Roswell PubWks Asstd Water Aerial Crossing Damages	Obligated	1/28/2026	$ 353,940.31	$ 265,455.23	$ 88,485.08
950993	E- Roswell Fire Equipment Damages	Obligated	4/22/2026	$ 666,716.02	$ 500,037.02	$ 166,679.01
950996	E - Roswell Zoo - Animals Damages	Obligated	12/22/2025	$ 9,500.00	$ 7,125.00	$ 2,375.00
951069	E - Roswell Police Station Damages	Obligated	2/25/2026	$ 1,082,231.16	$ 811,673.37	$ 270,557.79
951094	E - Museum- (Fine Arts-Research Library Books)Stabilization & Restorat	Obligated	2/25/2026	$ 232,681.16	$ 174,510.87	$ 58,170.29
951173	G - Roswell Pub Wks-Pks&Rec-Asstd Walking&Bike Trails	Obligated	2/27/2026	$ 2,029,711.00	$ 1,522,283.25	$ 507,427.75
951175	G - Roswell-Spring River Golf Course Damages	Obligated	2/27/2026	$ 550,133.00	$ 412,599.75	$ 137,533.25
951184	G - Roswell Pks&Rec-DeBremond Stadium Damages v.0	Obligated	2/27/2026	$ 2,421,986.46	$ 1,816,489.85	$ 605,496.62
951251	F - Roswell North Atkinson Outfall Structure Damages	Obligated	2/20/2026	$ 53,399.16	$ 40,049.37	$ 13,349.79
963328	Z - Management Costs	Obligated	1/28/2026	$ 519,971.00	$ 389,978.25	$ 129,992.75
Flood Damage Claims Approved by FEMA				$ 37,953,820.40	$ 28,465,365.30	$ 9,488,455.10

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

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

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

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

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Finance Committee 14.
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

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

BACKGROUND:
Initiated by: Councilor Edward Heldenbrand / Internal Auditor Judy Scharmer / City Manager

The original proposed ordinance by Councilor Heldenbrand sought to clarify what procurements and contracts need to be presented to the council, when, and how the City manager may promulgate policies and procedures. Since the initial drafting of the proposed ordinance, the City hired an Internal Auditor. As part of her services, the auditor shall "[c]ommunicate with City Leadership, including the City Manager, the Mayor, the Finance and Audit Committee, any identified deficiencies and weaknesses, and make recommendations for improvements on a regular basis." At the February Governing Body meeting, at the request of the City Manager, this proposed ordinance was referred by the Governing Body to the Legal Committee for consideration in light of the Internal Auditor's suggestions. The Internal Auditor's initial report to the Audit Committee is in draft, but due to the timing and subject matter of the proposed ordinance, the City Manager placed the suggestions before the legal committee.

FINANCIAL CONSIDERATION
No financial impact at this time.

LEGAL REVIEW:
Both proposals are legally sufficient.

BOARD AND COMMITTEE ACTION:
This item was referred to the Legal Committee by the Governing Body. This is the first time the Auditor's suggestions will be presented to the Legal Committee. The Legal Committee approved 4-1 at its meeting on February 26, 2026. The City Council voted 6-5, with Mayor Jennings voting in favor to break the tie. At the April 9, 2026, City Council meeting, this item was referred back to the Finance Committee while the City's Internal Auditor works with Management to develop and review relevant policies and procedures.

STAFF RECOMMENDATION:
Given the Internal Auditor's recommendations and justification, the staff recommends adoption of the auditor's proposal.

Attachments

Ordinance
Procurement Current
Procurement EH
Procurement Auditor

Finance and Audit Committee Memorandum

TO: Finance and Audit Committee

FROM: Judy Scharmer, Internal Auditor

DATE: 03 February, 2026

SUBJECT: Purchasing Thresholds, Management Delegation, and Preservation of Council Oversight

Purpose

This memorandum explains the rationale for proposed revisions to Ordinance 26-01 that establish defined purchasing thresholds, delegate routine purchasing authority to City management, and enhance transparency and fiscal oversight for the City Council, particularly through the Finance and Audit Committee.

Council Authority and Governance Are Preserved

The proposed revisions do not diminish the City Council's ability to govern. The Council retains full authority to adopt the annual budget and appropriate public funds, approve all unbudgeted expenditures regardless of amount, approve high-value and policy-significant contracts, oversee City finances through committee review, reporting, and audits, and require ratification of emergency procurements. These revisions clarify the distinction between Council's governance and policy responsibilities and management's administrative execution within Council-approved limits.

PO Box 1838
Roswell, NM 88202-1838

TEL: 575.637.6203
FAX: 575.624.6700

seeroswell.com

Why Purchasing Thresholds Are Appropriate

Clear purchasing thresholds are a recognized best practice in municipal government. They focus Council review on transactions that present material fiscal or policy risk, reduce delays and administrative burden for routine, budgeted operations, and improve accountability by establishing predictable and transparent approval standards. The proposed thresholds—$250,000 annual contract value or $500,000 aggregate multi-year commitment—are intended to capture transactions that meaningfully affect the City's financial position while allowing efficient daily operations.

Unbudgeted Expenditures Remain a Council Decision

Under the proposed ordinance, any purchase or contract that is not budgeted or appropriated must receive Council approval, regardless of dollar amount. This preserves the Council's authority over public funds and ensures management cannot commit the City to expenditures outside the adopted budget.

Transparency and Oversight Are Strengthened

Rather than requiring pre-approval of routine transactions, the ordinance emphasizes ongoing transparency, including monthly purchasing and contract reports to the Finance Committee, disclosure of large purchases, sole-source and emergency procurements, and reporting of significant contract amendments and cumulative spending. This approach allows Council to monitor trends, ask informed questions, and intervene when necessary.

Conclusion

The proposed purchasing framework balances efficient administration with strong fiscal oversight, preserves the City Council's governing authority, reinforces transparency and accountability, and enables professional management to operate effectively within Council-approved budgets and policies.

ORDINANCE 26-04

AN ORDINANCE AMENDING THE CITY OR ROSWELL'S PURCHASING PROCEDURES

WHEREAS, The City of Roswell is a local public body subject to the Procurement Code NMSA 1978, § 13-1-67, *and*

WHEREAS, The City has the authority enter into contracts and to procure personal property and services per NMSA 1978, § 3-18-1 *and*

WHEREAS, The Governing Body shall control the finances and property of the municipality, appropriate money for municipal purposes only, and provide for payment of debts and expenses of the municipality, NMSA 1978, § 3-37-2.

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

SECTION Chapter 2 of the Roswell Code is amended as follows

ARTICLE V. PURCHASING PROCEDURES

Sec. 2-141. Application of procurement code.

(a) "Procurement code" shall mean the provisions of the New Mexico Procurement Code as set forth in NMSA 1978, § 13-1-28 through 13-1-199, and all amendments thereto following the effective date of this article.

(b) The City of Roswell, as a non-charter municipality in the State of New Mexico, is subject to the provisions of the procurement code.

(c) The purchasing division of the finance department shall be the central purchasing office for the city, as that term is defined in the procurement code.

(d) The city manager is authorized to adopt and amend policies and procedures for purchases of tangible personal property, services and construction on behalf of the city that are consistent with the provisions of the procurement code. The policies and procedures shall be updated to conform to changes made to the procurement code by the state legislature. The city manager may adopt additional requirements and controls for procurements which are more restrictive than the procurement code.

(e) The threshold amounts set forth under the definition of "small purchases" under the procurement code (NMSA 1978, § 13-1-125), as may be amended, shall apply as part of the

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city's policies and procedures for the purchases of tangible personal property, services and construction on behalf of the city.

(f) All purchases of tangible personal property, services and construction on behalf of the city shall be subject to the city's policies and procedures for purchasing unless otherwise exempted by the provisions of the procurement code.

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

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

DRAFT

Councilor Heldenbrand Proposal
ORDINANCE 26-04

AN ORDINANCE AMENDING THE CITY OR ROSWELL'S PURCHASING PROCEDURES

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(d) Following a 30-day notice and comment period to the Governing Body, the city manager is authorized to adopt and amend policies and procedures for purchases of tangible personal property, services and construction on behalf of the city that are consistent with the provisions of the procurement code. The policies and procedures shall be updated to conform to changes made to the procurement code by the state legislature. The city manager may adopt additional requirements and controls for procurements which are more restrictive than the procurement code.

DRAFT

(e) The threshold amounts set forth under the definition of "small purchases" under the procurement code (NMSA 1978, § 13-1-125), as may be amended, shall apply as part of the city's policies and procedures for the purchases of tangible personal property, services and construction on behalf of the city.

(f) All purchases of tangible personal property, services and construction on behalf of the city shall be subject to the city's policies and procedures for purchasing unless otherwise exempted by the provisions of the procurement code.

……

Sec.

(a) Before execution, ansubject to the procurement code valued over $60,00.00 per annum shall be approved by the governing body, excluding emergency procurements, which shall be ratified as circumstances require.

    1. Procurements under existing coappropriatedfor the applic

    2. Monthly, all purchases made subject to existing contracts shall be presented to the Finance Committee.

(b) Whenever a competitive sealed proposal is required under the procurement code, the award of such a proposal shall be approved by the Governing Body.

(c) The City Manager shall cause to be presented to the appropriate Governing Body committee, for prior approval, any competitive sealed proposal whose cost is not appropriatedfor the applicable fiscal year. Such presentation shall include the best estimate of anticipated costs for the proposal.

    1. Any competitive sealed proposal whose cost is not budgeted for the fiscal year by the

Secs. 2-142-180. Reserved.

DRAFT

Internal Auditor Recommendation

ORDINANCE 26-04

AN ORDINANCE AMENDING THE CITY OF ROSWELL'S PURCHASING PROCEDURES

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ARTICLE V. PURCHASING PROCEDURES

Sec. 2-141. Application of procurement code.

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(b) The City of Roswell, as a non-charter municipality in the State of New Mexico, is subject to the provisions of the procurement code.

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(d) Following a 30-day notice and comment period to the Governing Body, the city manager is authorized to adopt and amend policies and procedures for purchases of tangible personal property, services and construction on behalf of the city that are consistent with the provisions of the procurement code. The policies and procedures shall be updated to conform to changes made to the procurement code by the state legislature. The city manager may adopt additional requirements and controls for procurements which are more restrictive than the procurement code.

(e) The threshold amounts set forth under the definition of "small purchases" under the procurement code (NMSA 1978, § 13-1-125), as may be amended, shall

DRAFT

apply as part of the city's policies and procedures for the purchases of tangible personal property, services, and construction on behalf of the city.

(f) All purchases of tangible personal property, services, and construction on behalf of the city shall be subject to the city's policies and procedures for purchasing unless otherwise exempted by the provisions of the procurement code.

……

Sec. 2-14

a) Delegation of authority (budgeted purchases).
Within appropriations approved by the Governing Body in the annual budget, the City Manager or designee is authorized to approve and execute purchases, contracts, and amendments in accordance with the thresholds set forth in this section.

b)
Governing Body approval is required prior to execution for: (1) any unbudgeted or unappropriated expenditure, regardless of amount; (2) any contract with an Annual Contract Value exceeding $250,000; (3) any contract with an aggregate multi-year commitment exceeding $500,000

c) Competitive sealed proposal awards shall require Governing Body approval only when unbudgeted or when the Annual Contract Value exceeds $250,000 or the aggregate multi-year commitment exceeds $500,000. All other budgeted awards may be approved by the City Manager.

d) The City Manager shall provide the Finance Committee with a

e) In an emergency as defined by the Procurement Code, the City Manager may approve necessary procurements without prior Governing Body approval to protect life, safety, or property. Such actions shall be reported to the Finance Committee at the next regular meeting and presented to the Governing Body for

f) Competitive sealed proposal awards shall require Governing Body approval only when unbudgeted or when the Annual Contract Value exceeds $250,000 or the aggregate multi-year commitment exceeds $500,000. All other budgeted awards may be approved by the City Manager.

Sec. 2-14

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

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Finance Committee 15.
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

ACTION REQUESTED:
Consider recommending approval of a budget adjustment in the amount of $83,758.08 to authorize the purchase of a vertical carousel file storage system. (Herring)

BACKGROUND:
Initiated by: Alison Herring

The Consolidated Dispatch Center is relocating to a new facility and requires adequate, secure storage for warrant files. Current storage is insufficient to meet operational needs. Dispatch currently utilizes three outdated cabinets, all of which are overfilled, while the volume of warrants and records continues to grow.

These cabinets pose a significant safety risk due to their size and weight, including a recent near-miss incident involving personnel. In addition to safety concerns, the existing storage does not provide the capacity or organization necessary to support efficient and secure records management.

Reliable warrant storage is critical to daily public safety operations and proper records management. (Herring)

FINANCIAL CONSIDERATION
Financial Impact (Revenue & Expense): **Budget Adjustment Needed**

Expense: 11014656-817505 (Capital Outlay - Equipment)

The total cost of the warrant file cabinet system is $83,758.08. Through the existing partnership for the Consolidated Dispatch Center, Chaves County Administration has agreed to fund 50% of the cost. The City of Roswell's portion will be $41,879.04. The County has requested that the purchase move forward as soon as possible and will reimburse their portion accordingly.

LEGAL REVIEW:
No legal review requested at this time

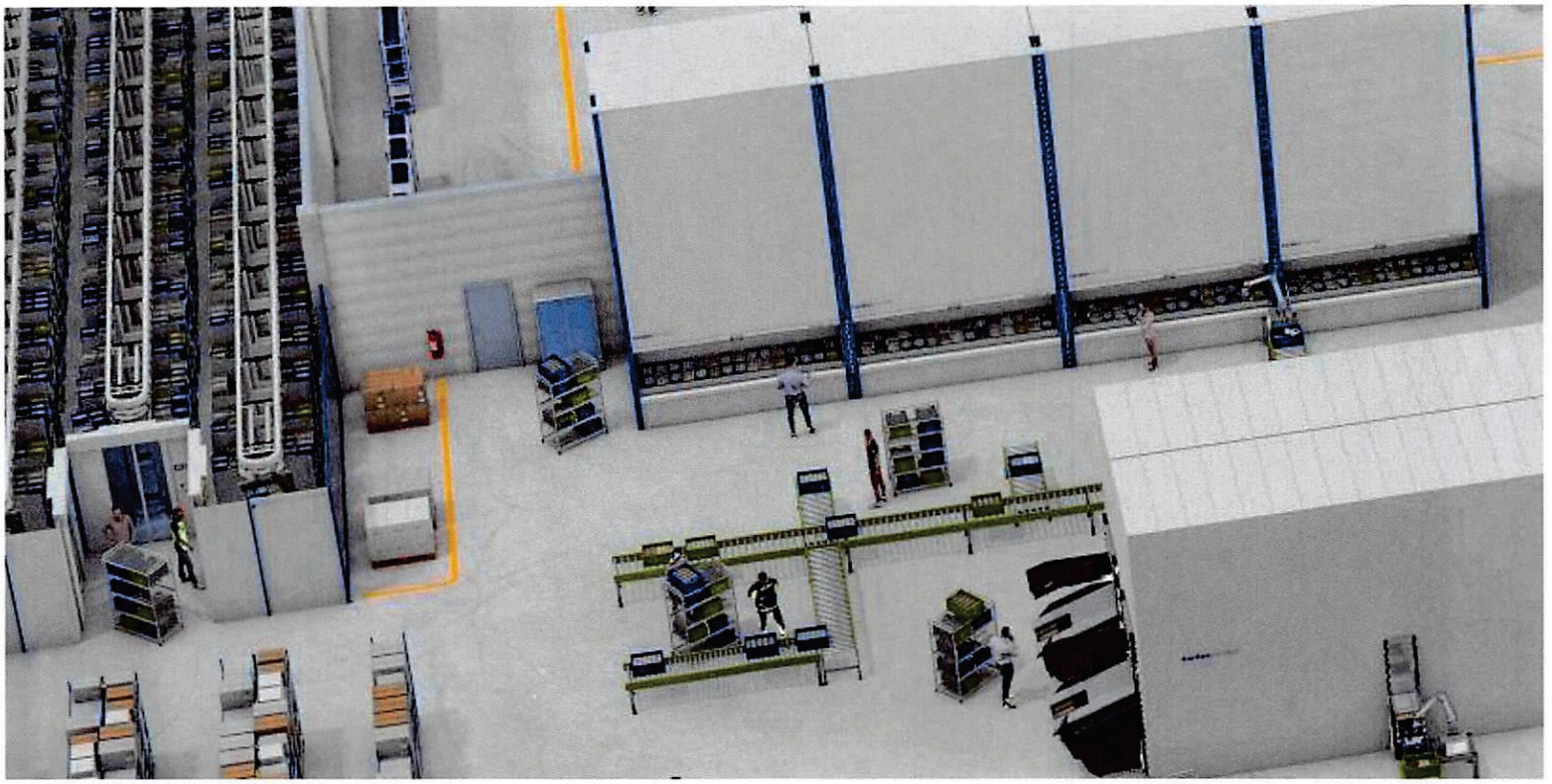
BOARD AND COMMITTEE ACTION:
This will be the first committee to review this item.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Southwest Solutions

kardexremstar



Lektriever Vertical Carousel Proposal for: Pecos Valley Emergency Management

Lektriever Project- Sourcewell

Date Prepared: 1/21/26

Created by:

Carlyle Ordner
Southwest Solutions Group Inc.
cordner@southwestsolutions.com
281-768-9026

Prepared for:

Alison Herring
Pecos Valley Emergency Management

Pecos Valley Emergency Management
Attn: AlisonHerring
Roswell, NM

Subject: Lektriever Project- Sourcewell

Thank you for your interest in our products and services. We are pleased to present you with the following proposal for your storage needs.

As discussed we have prepared the following quotation for you:
Lektriever Vertical Carousel, Model 125-1611X
Qty. 1 EA
Overall Unit Size: 128.7" W x 47.32" D x 107.29" H
16 carriers total, Carrier dimension: 114.5" W x 15.19" D x 10.23" H Clear, 308 lbs. per carrier. 9 file trays per carrier.
Total of 2,074 LFI Provided

This quotation is valid for three months from the date above.

We hope that our quotation meets your expectations. Furthermore, we would like to take this opportunity to assure you that all work will be carried out to a high, professional standard.

If you have any questions, please do not hesitate to contact our team at any time.

Regards,

CarlyleOrdner
Southwest Solutions Group Inc.

Table Of Contents

Product Overview

Lektriever Vertical Carousel

Software

Scope & Supply

Pricing

Warranty Program

Terms & Conditions

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Product Overview

Lektriever Vertical Carousel

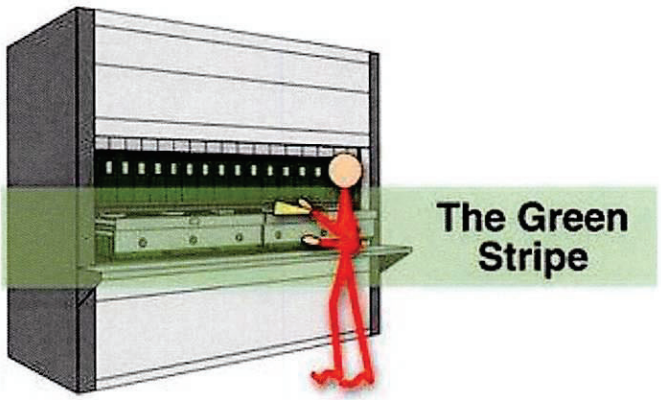
The Principle

Paper records, files, stationery, CD/DVD, credit cards, library, and X-ray; light industrial applications, sample vials, artifacts, valuables collectors' items, guns, sports equipment, check books, certificates and licenses... we understand that companies have to contend with an ever-widening range of media. That's why we've developed solutions to suit any of these applications, which will save space, improve security and productivity, comply with the latest legislation, deliver a greener office environment and save you money.

The Lektriever Vertical Carousel is designed with shelves or drawers that rotate up or down via the shortest path, automatically delivering stored items to an operator at an ergonomically positioned pick window. Each unit is compatible with an entire suite of software and controls or can be used as a standalone solution.

The Lektriever Vertical Carousel Unit provides:

Reduced Labor Costs
Increased Retrieval Speeds
Increased Space Utilization
Increased Control
Increased Ergonomics



Electric Lateral File System



Lektriever Standard Features:

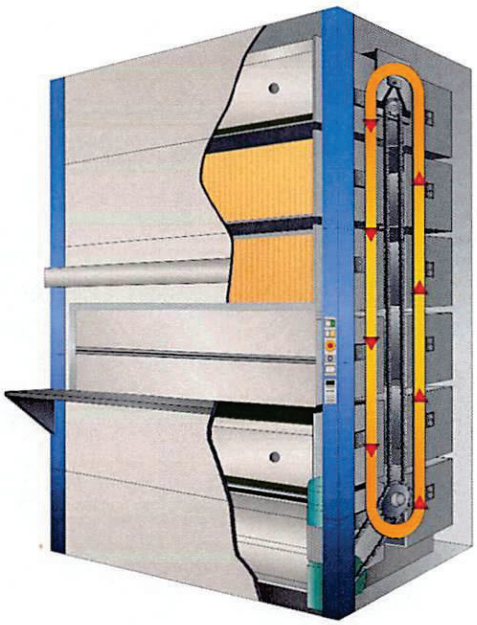
Optional Automatic Security Door

Accessibility & Security
- Advanced Security Doors – a range of security options
- Disabled Persons Access – adjustable work counter
- Fire Protection – integration with locally approved solutions
- Software & Control – enhanced track and trace of records and valuable items

Advanced Security

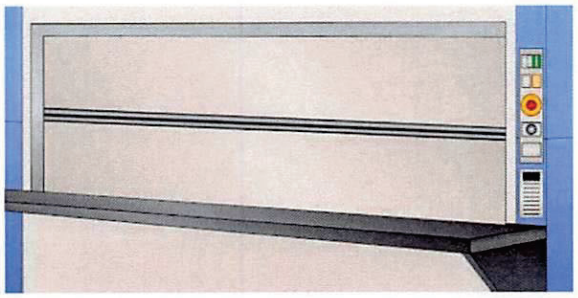
With the Automatic Security Doors, department managers can give restricted access rights to certain employees. This helps ensure that specific users can retrieve the files, documents and items to which they have been given prior approval by their managers and supervisors. Sensitive files and valuable items are therefore stored within a secure and enclosed environment.

Key Features
- Each user (up to 25) has a unique 4 digit PIN code
- The PIN identifies the approved shelves assigned to the user
- Administrator rights exist to change shelf usage and PIN codes
- Lektriever ELF only rotates when doors are closed and secure,preventing random access from other users
- Only the shelf requested appears in the access opening

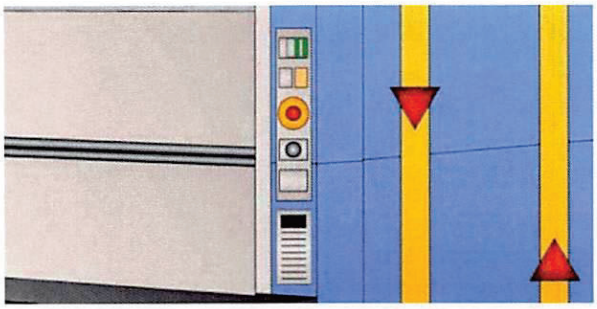


Easy to Use Automatic Security Door:

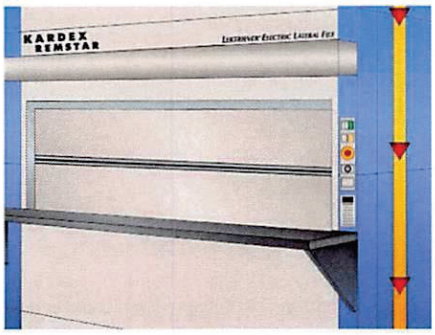
1. The units doors are closed.



2. An operator selects the shelf level they wish to access.



3. The Lektriever ELF rotates with the doors closed.



4. When the required shelf level is ready to be accessed, the door opens.
5. The operator picks the needed item.
6. The doors automatically close, ready for the next pick.

Lektriever Standard Features:

Emergency Hand Crank

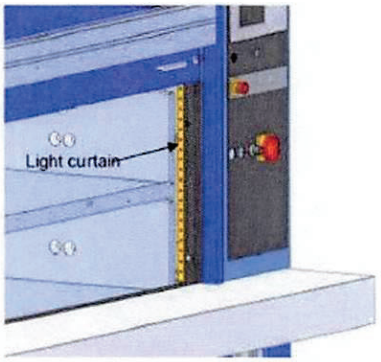
A method of manually rotating the carriers (without power if necessary) is available by use of a hand crank. If during hand crank operation power is returned to the unit, it shall remain non-operational by means of a micro switch interrupt caused by the hand crank attachment.

Standard Safety Features

All units include a safety systems witch continually monitors the proper operation of the unit. Maximum safety stopping distance is +/-0.59". The Lektriever ELF Includes:

- Two Emergency Stop Button's
- Mechanical Safety Bars (an integral part of the door assembly)
- Infra-red Photocells (2 sets)
- Safety Switches for Lower Front Access Panel, Hand Crank, Opening & Overheating Motor
- Micro Switch Interrupts To:
  1. Prevent unit operation if the door is not completely open
  2. Prevent unit operation if maintenance access panel is not secure
  3. Prevent unit operation if hand crank is in place

- Emergency Service Switch: The emergency service switch is used to operate the unit if there is a failure on the electronic control/keyboard, until the failure is corrected.



Safety Light Curtain

Both left hand and right hand sides of the access opening area feature a safety light curtain that brings the drive to a standstill immediately if anything or anyone should break the light curtain. The light curtain also prevents the stored goods from being damaged if they happen to protrude out of the storage space.

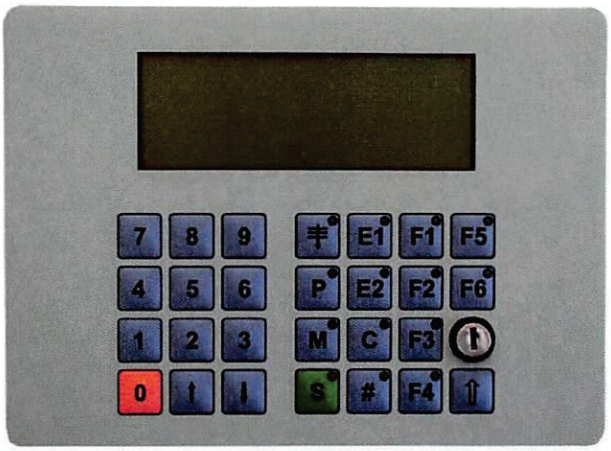
Software

Unit Control Software

T3 Keyboard in Work Counter

The T3 Control offers:

- Carrier selection, maximum input: 3 digits
- Position selection, maximum input: 2 digits
- Depth position selection, max. input: 1 digit
- Quantity display, maximum input: 6 digits
- Manual buffer, maximum input: 40 data lines
- Review and correction of the manually stored information
- Optimization (or sort) of the manually stored information
- Direct definition of carrier number
- Programmable carrier offset
- Programmable unit number 01-99
- Two separated data transfer buffers
- o Buffer capacity 120+40 data lines per buffer
- Recall of quantity corrections via host
- EDP host call-up (remote in/output)
- System error indication
- Firmware revision indication
- Messages in plain text (obtainable in different languages)
- LCD- display, 4x20 digits
- 8mm character height
- Integrated Alpha-display with 20/40 digits
- Key switch function
- Standard operation
- Keyboard locked (except EDP-functions)
- Additional function keys for future applications
- Controls can be located in an optional swing arm if required



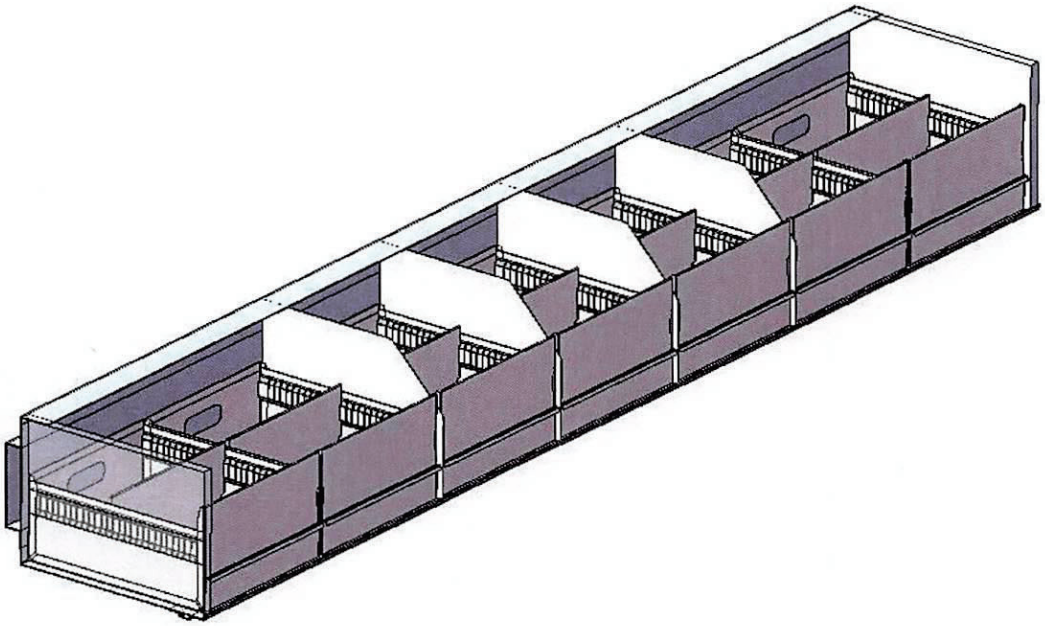
Fixed Seated Work Counter

Work Counter supplied at a fixed location of 29.5" from floor with a light gray laminate top. Optional stainless steel top available.



Carriers For Trays (Letter or Legal)

Designed specifically for storage of letter or legal trays for the model 125. Carriers are made with a 60 degree front lip to aid in tray removal. Trays are priced separately.



Letter Sized Tray Carrier		
X-Wide Width	Holds 9 Letter Trays Per Carrier	130 LFI

Scope & Supply

Pricing

Quote/Proposal ID #: EL-011626-02

Name	Price	Sourcewell Discount	QTY	Subtotal
Lektriever Vertical Carousel Model: 125-1611X Unit Model • Overall unit size 128.7" W x 47.32" D (+11.82"D for work counter) x 107.29" H • Includes (16) Carriers 114.53" W x 15.19" D x 10.23" H, 308 lb. capacity per carrier/ 9 Trays per Carrier • T3 LCD Controller Located in Work Counter • Automatic Security Door with PIN Code Access • Access Opening Light • Manual Hand-Crank for emergency access during power outage • Fixed Seated Work Counter with Light Gray Top set at 29.5" • 110V Single Phase Power • 2,074 LFI Proivded Per Unit • Includes 2 year parts and labor warranty	$92,224.00	-$36,197.92	1	$56,026.08
Mechanical Equipment Installation-OPEN MARKET • Includes Two (2) Year Semi-Annual PM Contract, Visits at 6 month intervals • Does not include any electrical connections unless noted	$16,099.00	$0.00	1	$16,099.00
				$72,125.08

Subtotal	**$72,125.08**
Open Market- Freight	**$7,000.00**
Tariff Surcharge	**$4,633.00**
Total	**$83,758.08**

Exceptions/Limitations/Disclaimers/Clarifications

- Mechanical and electrical installation to be non-union unless otherwise specified.
- Delay of work due to site obstructions, lack of electrical power, etc. could result in additional charges.
- Modification requests after order placement will result in additional charges

Delivery Schedule

All equipment will be scheduled to deliver 15-18 weeks after receipt of purchase order.

Freight Payment Terms - Order Terms Shown Selected Below:

If no freight terms are selected FCA Origin Pre-Pay & Add Actual Costs will be applicable.

☐ FCA Origin Pre-Pay & Add Actual Costs

Kardex will arrange the trucks, load/pack the trucks, & complete all necessary documentation. Pecos Valley Emergency Management assumes all risks associated with the shipment and Kardex will invoice actual freight costs in addition to PO value received.

☐ FCA Origin Pre-Pay & Add Actual Costs (Estimated Freight Quoted)

Kardex will arrange the trucks, load/pack the trucks, & complete all necessary documentation. Pecos Valley Emergency Management assumes all risks associated with the shipment and Kardex will invoice actual freight costs in addition to PO value received. Please note if freight is shown as estimated in the quote Kardex reserves the right to charge the difference on the final invoice in the event that freight was grossly miscalculated or special freight requests were made by the customer which resulted in higher shipping costs than expected.

☑ FCA Destination (Freight Included)

Kardex will arrange the trucks, load/pack the trucks, & complete all necessary documentation. Kardex is responsible for any damages until delivery is complete. Please note if freight is shown as estimated in the quote Kardex reserves the right to charge the difference on the final invoice in the event that freight was grossly miscalculated or special freight requests were made by the customer which resulted in higher shipping costs than expected.

*This is not the typical freight term, typically used for Government/Military or special use cases as approved by management.

☐ FCA Origin - Customer Arranged Freight

Customer will arrange the trucks and coordinate directly with the Kardex Logistics team & complete all necessary documentation. Kardex will load/pack the trucks at our site. The customer assumes all risks associated with the shipment. Kardex Remstar will add a $500 Logistics Handling Fee per truckload.

Invoicing & Payment Terms

Standard terms: Net 30 day payment terms

- ***30% at placement of order***
- 60% upon delivery (or no later than 30 days after notification of delivery)[1]
- 10% upon substantial completion[2]

All above pricing is good for 60 days.
Prices and terms are not subject to verbal changes unless approved in writing by the seller.
Should the buyer cancel before completion, he will assume responsibility for all work performed prior to receipt of written cancellation.
Terms inconsistent with those stated therein which may appear on the purchaser's formal order will not be binding to the seller.
Please see our full terms and conditions in the Appendix section for more details.

TAXES

The prices given do not include any Federal, State, or local taxes based upon or measured by sales or use. Taxes in effect at the time of shipment will be billed separately and will be due and payable within thirty (30) days of shipment.

GOVERNMENT IMPOSED TARIFFS

On April 3, 2025, the US Government implemented tariffs that will increase the landed cost of Kardex Remstar products. The newly imposed tariffs will impact all products manufactured in Germany. These tariffs are collected upon entry into the United States.

However difficult, these unprecedented government-imposed tariffs constitute circumstances beyond our control and necessitate an additional fee for the tariff cost in order to maintain our quality standards and service levels. Due to these circumstances beyond our control, Kardex Remstar will be adding a tariff adjustment to any final invoices for new equipment and spare parts.

Each order will be subject to the prevailing government tariff at time of entry into the United States. We will continue to monitor developments regarding these tariffs, and should the situation change, Kardex Remstar will make the appropriate adjustments as needed. If a tariff is not charged on your goods by the US Government a tariff adjustment ***WILL NOT*** be made on any invoicing.

We value your continued partnership and appreciate your understanding as we navigate the evolving economic landscape.

[1]Delivery Delays:

1. If Kardex has not undertaken to install the product, the full purchase price is payable 30 days after supply and invoicing.
2. If a customer cannot take delivery of equipment within two weeks of their confirmed scheduled delivery date Kardex will store the equipment at an added charge of $900 per month/per machine (unit) and *will not* be prorated per month for a maximum of 3 months.
3. After 3 months maximum of storage, the full order will be required to ship to a local customer owned storage facility and be stored at the customers expense and the customer will be invoiced accordingly.

[2]Substantial completion is considered as the following:

1. For a single unit equipment installation, substantial completion is equipment delivered and installed and/or awaiting final power hookups by a customer or other delays by customer that are out of Kardex's control and preventing final completion.
2. For a multi unit equipment installation, substantial completion is at least 75% of the equipment installed and/or awaiting final power hookups by a customer or other delays by customer that are out of Kardex's control and preventing final completion.
3. For projects involving software installations, substantial completion is at least 75% of the software installation complete including any remote work or onsite time but still awaiting final customer training or interfacing by a customer including other delays by customer that are out of Kardex's control and preventing final completion.
4. In the event of substantial completion Kardex will give 30 days notice to the customer to remedy the delays before invoicing for the final 10% payment.

Specifications

kardexremstar

Kardex Megamat 125 VCM

Equipment Specifications

Overall Unit Specifications:

Base Unit includes lockable bi-parting door (unless automatic door has been chosen), dust cover/top, all safety circuits, safety light curtain, emergency stop left & right side, touch bars (upper and lower), motor, manual handcrank, electronics and TUV label.

Quantity of Carousels	:	1
Model Number	:	**125-1611X**
Overall Unit Width	:	128.7 inches (3269 mm)
Overall Unit Depth (without posting board)	:	47.32 inches (1202 mm)
Work Counter (posting board) Depth	:	11.82 in. (300 mm)
Overall Unit Height	:	107.29 inches (2725 mm)
Unit Weight Empty (includes carrier weight)	:	3089 lbs.
Unit Weight - Fully Loaded	:	8033 lbs.
Max. Total Load (including carrier dead weight)	:	4070 kg (8,973 lb)
Top Tolerance at Balanced Load	:	+/- 15mm (.059")

Minimum Ceiling Height: 108.08 inches (2745 mm)

*Important Note: Unit may fit in an 9'H room with a dropped ceiling and/or dust cover not installed. With shimming and/or a hard ceiling, unit will be too tall.

*Units can be placed side by side, or back to back. When a unit is to be installed through a ceiling or in a niche, free space of approximately 1.2" (30 mm) is required all around the unit.

Average Floor Load (*based on Unit weight--fully loaded*)	:	**1.32 lbs./in² (189.94 lbs./ft²)**
Supporting contact surface	:	**130.5 in² /842 cm²**
Dynamic Unit Weight (Newtons)	:	**48,256**
Dynamic Floor Load Bearing Capacity	:	**1.78 lbs./in² (256.32 lbs./ft²)**
Maximum Imbalance Load	:	300 kg (660 lbs)
Cycle Speed	:	7.0 inches / second
Average Access Time (1/4 carousel revolution)	:	6.3 seconds
Color Selection (Endframes)	:	Standard-Light Gray
Color Selection (Panels)	:	Standard - Silver Fir Blue
Noise Level	:	< 60 db(A)

Access Opening Information:

Work Counter Type & Height	:	Seated 29.5 in. (750mm)
Work Counter Finish	:	Standard Light Gray Finish
Door Type	:	Automatic Security Door With Passcode Access
Opening Clear Height	:	29.25 in. (743mm)
Access Lighting	:	Full Width Light Above Access Opening

Power & Controls:

Power Supply	:	110 Volt /1-/60 Hz
Drive, Gear Motor	:	AC - Gear Motor - 1.5 kva
AMP Draw	:	16 AMP
Average Power Consumption	:	2.0 KVA
Control	:	T3 LCD Control
Controller Location	:	Work Counter/Table
E-Stop	:	Included Left & Right Side of Access Opening
Emergency Service Switch	:	Included
Computer Interface	:	Computer Interface Module Included

Breaker Size: 20*

Cannot be wired to a breaker or outlet that uses a GFI circuit.

Standard Safety Features

Expanded Error Indicator	Upper and Lower Mechanical Safety Bars (Doors)
Safety Light Curtain	Safety Switches for Lower Front Access Panel and Hand Crank Opening
E-Stop Left & Right Side	Emergency Service Switch

Standard Features included in Base unit

Electronics Located in the Bottom Access Panel	Top Dust Cover
Hand Crank for Installation of Carriers and Service	Access for Service from Front

Additional Features and Options

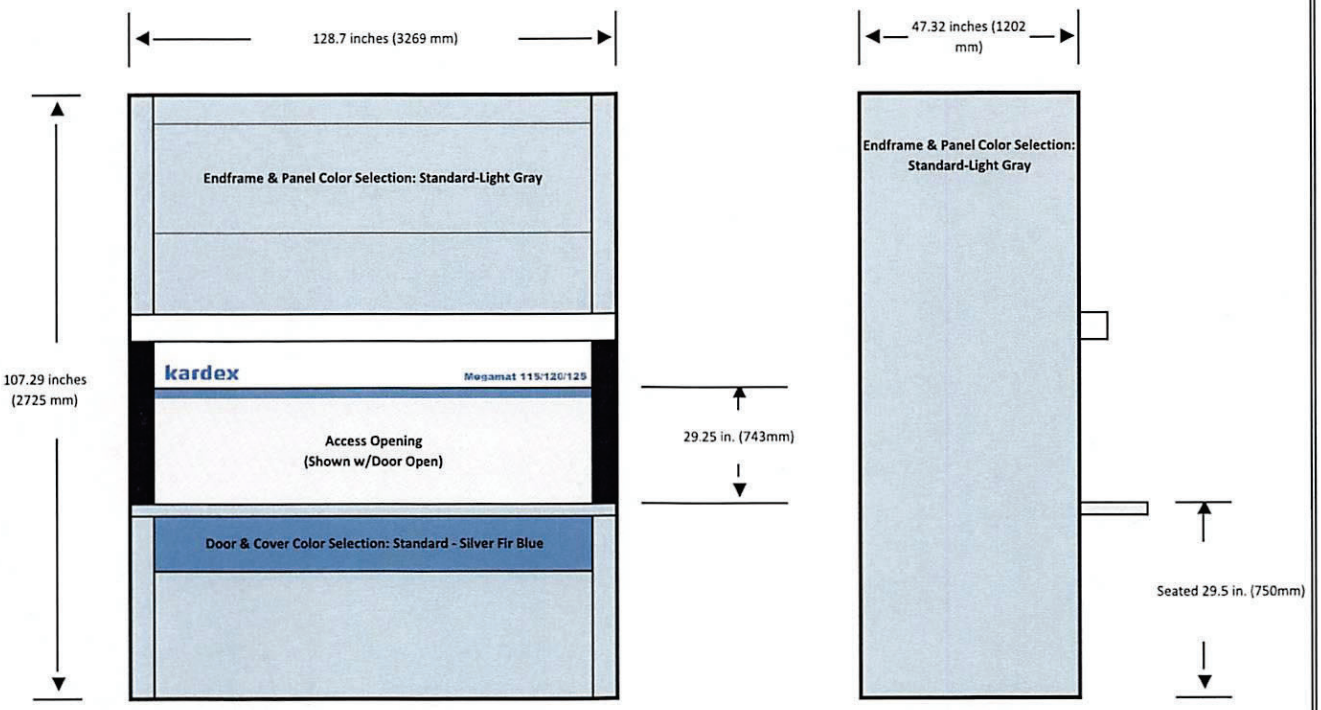
Dirak Access Panel Lock Kit Included

Carrier Specifications:

			Specifications Per Carrier						
Carousel's Carrier Configuration		**Qty**	**Clear Height**	**Clear Width**	**Clear Depth**	**Max. Capacity**	***Avg. Capacity**	**LFI Per Carrier**	**Total LFI Per Carrier Style**
Letter Lateral Carrier w/5 fixed dividers & BRF	:								
Legal Lateral Carrier w/5 fixed dividers	:								
Letter Tray Carrier w/5 fixed dividers- Top Tab Trays	:	16	10.23	114.50	15.19	308 lbs.	308 lbs.	130	2074
Special Letter Hanging Tray Carrier w/5 fixed dividers	:								
Legal Tray Carrier w/5 fixed dividers- Top Tab Trays	:								
	:								
Carrier with 60 deg.Lip	:								
	:								
	:		2.87	114.05	15.15				
	:								
Letter File Drawer Carrier (4+5 Configuration)	:								
Legal File Drawer Carrier (4+3 Configuration)	:								
Letter Hanging Frame Carrier (4+4 Configuration)	:								
N/A	:								
Total Linear Filing Inches (LFI) for 1 unit(s)	:	**2074**	*Multimedia Carriers/Drawers are not included in Total LFI calculation*						
(Does not include carriers with additional shelves or drawers)			***Avg. capacity is based on a unit configured with one carrier type.***						

Unit Drawing

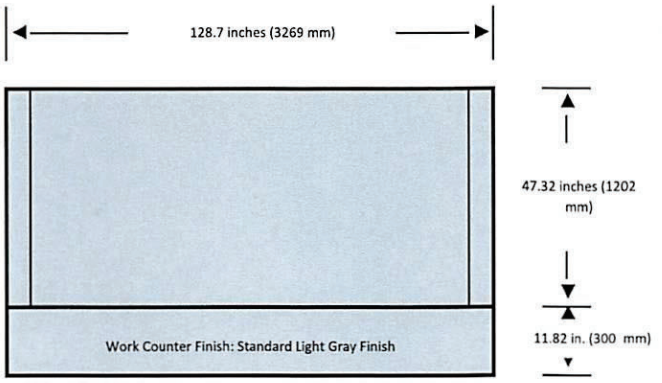
kardexremstar



Front View

Side View

☐ Show Access Opening With Door Closed



Top View

Drawing Not To Scale

Notes:

New Color Concept Effective 10/1/2022

Date	1/16/2026
Customer	
Model	125-1611X

Kardex Megamat 115/120/125 VCM Vertical Carousel

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Warranty Program
Lektriever Electric Lateral File Vertical Carousel

Warranty Statement

Kardex Remstar warrants all new Lektriever Electric Lateral Files to be free from defects caused by substandard material or inferior workmanship. This liability is limited to the obligation to repair, or at Kardex Remstar's discretion, replace without charge any part found to be defective under normal wear and tear within two (2) years from the commencement of this warranty. The warranty period begins upon completion of installation, or within four (4) weeks of the originally scheduled delivery date of equipment, whichever date is first.

For an additional cost, Kardex Remstar offers an optional Extended Warranty on its vertical carousels. Lektriever Electric Lateral Files are eligible for up to five (5) total years of warranty (the standard two years plus three additional years of coverage). The extended warranty period is subject to the same terms covering inclusions, exclusions, invalidations, payment policies, and geographical scope that exist for the standard warranty period.

Kardex Remstar warranty coverage, both standard and extended, is contingent upon the complete performance of scheduled maintenance on the equipment. Scheduled maintenance must be performed at minimum biannually, including during the first two years, by Kardex Remstar Certified Technicians, and performance of that scheduled maintenance must be reported to Kardex Remstar promptly via your local Kardex Remstar dealer. For more information on extended warranty coverage, including the associated costs, please contact your Kardex Remstar dealer.

Lifetime Motor Warranty

Under the terms of the warranty, Kardex Remstar will replace free of charge any vertical carousel drive motor that fails while using standard maintenance and operating conditions for the life of the carousel providing scheduled maintenance is completed biannually. To confirm that your machine meets these requirements, contact Kardex Remstar's Warranty Administrator.

Extent of Coverage

This warranty pertains to all Kardex Remstar Lektriever Electric Lateral Files. This warranty is limited to the original purchaser of equipment and is not transferable.

Invalidation

This warranty will be invalidated if any of the following occur:

1. The Kardex Remstar unit is operated outside the recommended parameters as specified in the operations manual and on the machine data plate.
2. The unit is modified in any way which is not authorized in writing by Kardex Remstar prior to the modification.
3. Scheduled maintenance is not carried out at least biannually (or as recommended by Kardex Remstar for individual application) by Kardex Remstar Certified Technicians.
4. Any installation, service, relocation or other work is performed by anyone other than Kardex Remstar Certified Technicians.*
5. Scheduled Maintenance Checklist is not reported to Kardex Remstar within thirty (30) days of performance of scheduled maintenance.
6. The conveyor chains of the vertical carousel are not re-tightened within five (5) days of machine loading.

Exclusions

The following are not covered under the scope of the warranty:

1. The replacement of fuses.
2. The replacement of fluorescent or LED bulbs.
3. Ancillary equipment supplied by others, or damage caused by such equipment.
4. The replacement of lost, damaged, or broken keys.
5. Routine adjustments (e.g., photocells, microswitches, reinitialization of controls, belt/chain tensioning).
6. Damage or intermittent failure caused by connection to incorrect power supplies.
7. Damage caused by improper storage of materials within equipment.
8. Removal of obstructions internal or external to the unit (e.g., conveyors, dropped ceilings, computer floors).
9. Repairs necessitated by abuse, negligent care, deliberate damage, accident, fire, flood, power supply surges, riots, war, or acts of God.
10. Consequential damages.**

Geographical Scope

This warranty covers all 48 contiguous states, and Washington, D.C., and Canada. In Alaska, Hawaii, Puerto Rico and other worldwide locations, the warranty is the same, except that the warrantee is responsible for payment of the service technician's time and travel expenses to and from the nearest Kardex Remstar authorized service center, the cost of parts shipment and handling, and associated duties and customs fees.

The warranty is expressly in lieu of all other warranties, expressed or implied (including but not limited to the implied warranties of merchantability or fitness) and constitutes all of Kardex Remstar's liability in respect to its equipment.

* While Kardex Remstar maintenance training classes are available to its customers for a fee, scheduled maintenance, if performed by Customer technicians for the purpose of maintaining the standard or extended warranty, must be done under the direct supervision of a Kardex Remstar Certified Dealer Technician. Timely filing of the scheduled maintenance online form to Kardex Remstar is in this case the responsibility of the supervising Dealer, not the Customer. The supervising Dealer is responsible for costs associated with any repairs that result from improper, incomplete, or untimely scheduled maintenance, for the balance of the warranty period.

** Some states do not allow the exclusion or limitation of incidental or consequential damage, so the above limitation or exclusion may not apply to the warranty. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state. To know what your legal

rights are in your state, consult your statutes.

Terms & Conditions

Contract#: 110923-KRS
Category: Storage
Description: Storage and Retrieval Products
Contract Date: 12/29/2023 - 12/29/2027

Please make orders out to:
Kardex Remstar, LLC
Attn: Sourcewell Order Entry
41 Eisenhower Drive
Westbrook, ME 04092
Phone: 662-582-7295
Fax: 740-236-1525
*Please reference contract #110923-KRS on all PO's.



CUSTOMER INFORMATION FOR ORDERING ACTIVITIES:

1. Minimum Order: $50.00 Net
2. Discounts from List Price (Discounts are applied to the product list price (before freight or any applicable taxes are added):

Product Type – Automated Equipment: Lektriever, Megamat Vertical Carousel, Shuttle XP Vertical Lift	Applicable Discount - 39.25% Discount
Product Type – Inventory Software: Power Pick System Inventory Tracking Software	Applicable Discount - 10% Discount
Product Type – TC Storage Products (Non-Automated): Office Products, L & T Shelving and Drawers, Warehouse Shelving, Logic Shelving, Workbench and Shop Equipment, Technical Workstations, & Metal Lockers Product Type – FM Locker Products (Non-Automated): Phenolic Lockers	Applicable Discount: Order Value $0 - $50,000- 36% Discount Order Value $50,001 and up - 40% Discount
Product Type – ASP Storage Products (Non-Automated): Mobile, QUIK-LOK®, Side to Side, Wood-Tek™, Times 2, & Wire Shelving	Applicable Discount: Order Value $0 - $50,000- 28% Discount Order Value $50,001 - $100,00 - 32% Discount Order Value $100,001 and up - 34% Discount

3. Payment Terms: Net 30 days,

a. Prompt Payment Discount Of 1% -10 days (Discount Not Applicable On CC Orders)

4. Credit Card accepted: 2.75% handling fee per transaction will be assessed.
5. Time of Delivery:
   a. Storage Products: 30-45 days after receipt of order unless otherwise noted
   b. Automated Equipment: 90-120 days after receipt of order unless otherwise noted
6. Freight Not Included. Please contact for a freight quote.
   a. Storage Products FOB: Dickson, TN, Chicago, IL, or Murrieta, CA depending on product
   b. Automated Equipment FOB: Westbrook, ME or Columbia, SC depending on product
7. Payment Address: Kardex Remstar, LLC, TD Banknorth, N.A., P.O. Box 9540, Portland, ME 04112
8. Maintenance and Repair: Contact For Pricing.
9. Installation:
   a. Automated equipment will require installation by a factory certified technician, please contact us for an installation quote for your area.
   b. Most non-automated storage products within this catalog can be assembled by the end user. If professional assembly is required as denoted by product (High Density Mobile Product) please contact us for an installation quote by an authorized installer in your area.
10. Repair Parts: Contact For Pricing.
11. Service and Distribution Points: Contact Kardex Remstar LLC, at 800-639-5805 for authorized sales and service agent closest to you.
12. Participating Agents (Dealers): Contact Kardex Remstar LLC, at 800-639-5805 for authorized sales and service agent closest to you.
13. Reconfiguration and Relocations: Contact For Pricing.

Ordering instructions

FSC Group 36
CAGE #69785
DUNS 00-255-5654
Federal ID #27-384-6558
NAICS #s 33721 & 333922

Automated Storage & Retrieval Systems
Lektriever ELFs; Vertical Carousels & VLMs

All orders against Kardex Remstar, LLC Sourcewell Contract are to be made out to Kardex Remstar, LLC as shown below:

Kardex Remstar, LLC
Attn: Sourcewell Order Entry
41 Eisenhower Drive
Westbrook, ME 04092

*Please reference contract #110923-KRS on all PO's.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Finance Committee 16.
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

ACTION REQUESTED:
Consider recommending approval of a budget adjustment in the amount of $3,724.00 to relocate all recording equipment, including installation and uninstallation, to the new location. (Herring)

BACKGROUND:
Initiated by: Alison Herring

The relocation of recording equipment is necessary due to the department's move to the new location. The existing equipment must be safely removed, transported, and reinstalled to ensure continuity of operations and minimize disruption to services.

FINANCIAL CONSIDERATION
Financial Impact: (Revenue & Expense): **Budget Adjustment Needed**

Expense: 11014656-614004 M&R Equipment

The total cost for relocation, including uninstallation, transport, and installation, is $3,724.00. The Department of Finance should be able to reimburse these expenses, pending confirmation and standard reimbursement procedures.

LEGAL REVIEW:
No legal review at this time.

BOARD AND COMMITTEE ACTION:
The Public Safety Committee reviewed this item, and it passed 4–0. This is the second committee to review the item.

STAFF RECOMMENDATION:
Consider recommending approval of a budget adjustment in the amount of $3,724.00 to relocate all recording equipment, including installation and uninstallation, to the new location.

Attachments

Goserco Quote

Goserco, Inc.

Phone: Email: cnadeau@goserco.com Web: www.goserco.com

We have prepared a quote for you

Pecos Valley Regional Comm - Single On-Site Visit to Relocate Logger

Quote #CN013440 v1

Prepared for

PECOS VALLEY REGIONAL COMMUNICATION CENTER

Prepared by

Chris Nadeau

Thursday, December 11, 2025

PECOS VALLEY REGIONAL COMMUNICATION CENTER
Alison Herring
#1 Saint Mary's Place
Roswell, NM 88201
A.Herring@roswell-nm.gov

Dear Alison ,

This is a "Not to Exceed" quote for a one-time project to provide on-site services to assist the Pecos Valley Comm Center team in regards to the relocting the existing logging recorder with the following specifications:

- Customer does have an Extended Warranty Plan (EWP) with Goserco. However this service falls outside the coverage provided under that EWP, but having the EWP provides a discounted rate for the services and travel time.
- Customer will only be billed for actual technician time spent on-site.
- All work to be performed during Goserco business hours (M-F 8am-5pm MST, no holidays).
- Travel time and expenses are a fixed cost based on travel from the Goserco office in Mesa, AZ to the customer location.
- No parts are anticipated to be necessary. Following inspection or during resolution of the situation, if parts are determined to be necessary to resolve the issue an additional quote will be provided.
- Only a single visit is anticipated to be necessary. Following inspection or during resolution of the situation, if additional technician time beyond what is included or multiple site visits are determined to be necessary to resolve the issue an additional quote will be provided.

If you have any questions or I can be of any assistance, please don't hesitate to let me know.

Thank you,

Chris Nadeau
Maintenance Contracts Administrator
Goserco HQ

Goserco, Inc.

Phone: Email: cnadeau@goserco.com Web: www.goserco.com

ON-SITE PROJECT - SINGLE VISIT

Assist the Pecos Valley Regional Comm Center with Logging Recorder Relocation

Related Equipment:

- Eventide 740 DX s/n:745100323
- Synology RS819 NAS s/n: 2050R3R77YNPK

Products		Price	Qty	Ext. Price
CG-SVC-BH On-site	**Business hours on-site support (Current EWP Customer)**	$180.00	8	$1,440.00
CG-SVC-Travel Time	**Travel time (single round trip from Goserco office) (Current EWP Customer)**	$60.00	14	$840.00
CG-SVC-Travel Expenses	**Estimated travel expenses (Round trip flight, hotel, rental car, per diem)**	$1,444.00	1	$1,444.00
		Subtotal:		**$3,724.00**

Goserco, Inc.

Phone: Email: cnadeau@goserco.com Web: www.goserco.com

Pecos Valley Regional Comm - Single On-Site Visit to Relocate Logger

Quote Information:

Quote #: CN013440
Version: 1
Delivery Date: 12/11/2025
Expiration Date: 03/31/2026

Prepared for:

PECOS VALLEY REGIONAL COMMUNICATION CENTER
#1 Saint Mary's Place
Roswell, NM 88201
Alison Herring
A.Herring@roswell-nm.gov
575-624-7590

Prepared by:

Goserco HQ
Chris Nadeau
480-964-8911 x5106
Fax 480-964-8912
cnadeau@goserco.com

Quote Summary	Amount
Products	$3,724.00
Total	**$3,724.00**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature _____ Date _____

Finance Committee 17.
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

ACTION REQUESTED:
Approval to implement an across-the-board hourly wage increase for all personnel at the Pecos Valley Regional Communications Center to improve recruitment, retention, and operational stability. (Herring)

BACKGROUND:
Initiated by: Alison Herring

The Pecos Valley Regional Communications Center is a consolidated 911 dispatch center providing emergency communication services for multiple agencies, including law enforcement and fire services across Chaves County. Dispatchers are responsible for high-stress, critical operations that directly impact public safety outcomes for residents and the many visitors to our community.

The center is currently experiencing significant staffing shortages and ongoing challenges in retaining qualified personnel. Contributing factors include below-market wages compared to surrounding agencies, excessive overtime demands, and job-related stress.

At present, the center relies on three contracted dispatchers who are compensated at significantly higher hourly rates than full-time staff. These contracts are set to expire in July, which presents an imminent risk of further staffing shortages. Additionally, the upcoming relocation will require adequate staffing levels to maintain operations across multiple sites during the transition.

Without intervention, the center risks continued turnover, increased burnout among remaining staff, and potential impacts to service quality and response times.

FINANCIAL CONSIDERATION
The proposed wage increase is not expected to require a budget adjustment for Fiscal Year 2026. Due to current staffing shortages, the personnel budget for dispatch positions is not projected to be fully expended this fiscal year. Additionally, a vacant Training Coordinator position will remain unfilled for the remainder of the fiscal year, further contributing to available salary savings.

Funding for increased wages has already been incorporated into the Fiscal Year 2027 budget through coordination with the City Manager and Finance Department.

Implementation of this adjustment may also reduce overall costs by:

- Decreasing reliance on high-cost contract dispatchers
- Reducing overtime expenditures
- Lowering turnover-related costs such as recruitment and training

Maintaining the current pay structure may result in continued higher expenses associated with contract staffing and excessive overtime.

LEGAL REVIEW:
No legal review at this time.

BOARD AND COMMITTEE ACTION:
The Public Safety Committee reviewed this item, and it passed 4–0. This is the second committee to review the item.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Dispatch Pay Scale

City of Roswell - Dispatch Salary Table (Hourly & Annual @ 2,080 Hours)

Position	Step 1 Hourly	Step 1 Annual	Step 2 Hourly	Step 2 Annual	Step 3 Hourly	Step 3 Annual	Step 4 Hourly	Step 4 Annual	Step 5 Hourly	Step 5 Annual	Step 6 Hourly	Step 6 Annual	Step 7 Hourly	Step 7 Annual	Step 8 Hourly	Step 8 Annual	Step 9 Hourly	Step 9 Annual	Step 10 Hourly	Step 10 Annual
Administrative Assistant	$18.50	$38,480.00	$18.87	$39,249.60	$19.25	$40,040.00	$19.64	$40,851.20	$20.03	$41,662.40	$20.43	$42,494.40	$20.84	$43,347.20	$21.26	$44,220.80	$21.69	$45,115.20	$22.06	$45,884.80
Non-Certified Dispatcher	$20.50	$42,640.00	$20.91	$43,492.80	$21.33	$44,366.40	$21.76	$45,260.80	$22.19	$46,155.20	$22.64	$47,091.20	$23.09	$48,027.20	$23.55	$48,984.00	$24.02	$49,961.60	$24.44	$50,835.20
Certified Dispatcher	$22.25	$46,280.00	$22.70	$47,216.00	$23.15	$48,152.00	$23.61	$49,108.80	$24.10	$50,128.00	$24.58	$51,126.40	$25.07	$52,145.60	$25.57	$53,185.60	$26.08	$54,246.40	$26.56	$55,244.80
NCIC TAC (Dispatcher + $1.50)	$23.75	$49,400.00	$24.20	$50,336.00	$24.65	$51,272.00	$25.11	$52,228.80	$25.60	$53,248.00	$26.08	$54,246.40	$26.57	$55,265.60	$27.07	$56,305.60	$27.58	$57,366.40	$28.06	$58,364.80
Dispatch Supervisor	$28.50	$59,280.00	$29.07	$60,465.60	$29.65	$61,672.00	$30.24	$62,899.20	$30.85	$64,168.00	$31.47	$65,457.60	$32.10	$66,768.00	$32.74	$68,099.20	$33.39	$69,451.20	$34.06	$70,844.80
Operations Supervisor	$28.75	$59,800.00	$29.33	$61,006.40	$29.92	$62,233.60	$30.52	$63,481.60	$31.14	$64,771.20	$31.76	$66,060.80	$32.40	$67,392.00	$33.05	$68,744.00	$33.71	$70,116.80	$34.38	$71,510.40
Training Coordinator	$29.00	$60,320.00	$29.58	$61,526.40	$30.17	$62,753.60	$30.77	$64,001.60	$31.39	$65,291.20	$32.02	$66,601.60	$32.66	$67,932.80	$33.31	$69,284.80	$33.98	$70,678.40	$34.66	$72,092.80
Deputy Director	$33.59	$69,867.20	$34.26	$71,260.80	$34.95	$72,696.00	$35.65	$74,152.00	$36.36	$75,628.80	$37.09	$77,147.20	$37.83	$78,686.40	$38.58	$80,246.40	$39.36	$81,868.80	$40.14	$83,491.20
Director	$35.65	$74,152.00	$36.36	$75,628.80	$37.09	$77,147.20	$37.83	$78,686.40	$38.59	$80,267.20	$39.36	$81,868.80	$40.15	$83,512.00	$40.96	$85,196.80	$41.78	$86,902.40	$42.61	$88,628.80

Dispatch Pay Comparison (Current vs New)

Role	Current Hourly	Current Annual	New Hourly	New Annual	Difference
Dispatcher	$19.68	$40,942.30	$22.25	$46,280.00	$5,337.70
Dispatcher	$19.29	$40,132.35	$22.25	$46,280.00	$6,147.65
Dispatcher	$19.29	$40,132.35	$22.25	$46,280.00	$6,147.65
Training Coordinator	$29.84	$62,057.42	$29.00	$60,320.00	-$1,737.42
Dispatcher	$27.02	$56,194.53	$22.25	$46,280.00	-$9,914.53
Supervisor	$23.99	$49,903.36	$28.50	$59,280.00	$9,376.64
Supervisor	$23.99	$49,903.36	$28.50	$59,280.00	$9,376.64
Supervisor	$28.12	$58,482.53	$28.50	$59,280.00	$797.47
Supervisor	$23.99	$49,903.36	$28.50	$59,280.00	$9,376.64
Director	$34.27	$71,278.06	$35.65	$74,152.00	$2,873.94
TAC	$20.47	$42,586.54	$23.75	$49,400.00	$6,813.46
Admin	$16.80	$34,936.72	$18.50	$38,480.00	$3,543.28
Admin	$16.80	$34,936.72	$18.50	$38,480.00	$3,543.28
Dispatcher	$19.29	$40,132.35	$22.25	$46,280.00	$6,147.65
TOTAL		**$671,521.95**		**$729,352.00**	**$57,830.05**

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 18.
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

ACTION REQUESTED:
Consider recommendation for Budget Adjustment and authorization to purchase of a new 2026 "Bucket Truck" from Global Rental Co., Inc. the amount of $175,662.00. (MacCornack)

BACKGROUND:
Initiated by: James MacCornack

New bucket truck will replace Unit 396 (2003 Ford F-450SD) over the past 48 months the city has spent $11,165.38 plus in maintenance of this unit. This request was presented to infrastructure committee on March 16, 2026 and Special Finance Committee April 28, 2026. Original intent for this request was for the 2027 fiscal budget however the equipment is available now within the current fiscal year for immediate delivery.

Procurement is through an approved cooperative purchasing agreement which the City of Roswell is a member of. A "Bucket Truck" is custom built/assembled specialty piece of equipment. This equipment will be used for maintenance and repair of traffic signals and street lights.

FINANCIAL CONSIDERATION:
Financial Impact (Revenue & Expense): **Budget Adjustment Needed**

Expenses: 26234325-817506 Capital Outlay - Vehicles

LEGAL REVIEW:
Not Applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
Consider recommendation for Budget Adjustment and PO request for purchase of a new 2026 "Bucket Truck" from Global Rental Co., Inc. the amount of $175,662.00 to May 14, 2026 City Council.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Quote - Bucket Truck - Global Rental Co., Inc.
Sourcewell Contract - Global Rental Co., Inc.

Global
Global Rental Co., Inc.

Quote Number: 224202602
Opportunity Number:
Sourcewell Contract #: 040924-ALT
Date: 4/28/2026

Quoted for: City of Roswell
Quoted by: Dylan Hooper
Phone: / Email: (469) 615-4321 / dylan.hooper@altec.com

REFERENCE MODEL	Sourcewell Price	Commercial List Price	Discount %
AT40-G 4x4	**$150,442**	**$155,095**	**3%**

(A.) Sourcewell Options On Contract

1				
2				
3				
	SOURCEWELL OPTIONS TOTAL:	**$150,442**	**$155,095**	**3%**

(A.) **OPEN MARKET ITEMS** *(Customer Requested)*

1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS	Chassis and unit body to be 2026 model year in lieu of 2023	$20,957
8	OTHER		
9			
		OPEN MARKET OPTIONS TOTAL:	$20,957

SUB-TOTAL FOR UNIT/BODY/CHASSIS: **$171,399**
Delivery to Customer: **$4,263**
TOTAL FOR UNIT/BODY/CHASSIS: **$175,662**

(C.) **ADDITIONAL ITEMS** (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days and may be subject to availability at time of order

NOTES

** Denotes FET fees were paid when unit was new. Global is not FET exempt.
All items listed subject to availability, quote provided at time of request detailing options
Delivery is $3.50/ mile
Alternate year models may be available in addition to the ones shown here, they will be discounted / priced
Chassis model can be any standard chassis (Ford, Dodge, International, Freightliner, Peterbilt, etc.)
PAINT COLOR: White to match chassis, unless otherwise specified
TO ORDER: To order, please contact the Account Manager listed above.
CHASSIS: Per Altec Commercial Standard
DELIVERY: No later than _____ days ARO, FOB Customer Location
TERMS: Net 10 days
BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry, Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.
***This quote does not include City, County, State or Federal taxes.**

DocuSign Envelope ID: 1837D5F0-2190-4827-B885-1FA36523DEDF

Sourcewell

Solicitation Number: RFP #040924

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Global Rental Co., Inc., 33 Inverness Center Parkway, Birmingham, AL 35242-7648 (Supplier).

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

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires June 11, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Finance Committee 19.
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

ACTION REQUESTED:
Consider the recommendation for a budget adjustment and approval to purchase a Vanguard Truck Centers under TIPS contract #240901 for the purchase of a Front Load Truck in the amount of $388,574. (Chaparro)

BACKGROUND:
Initiated by: Abraham Chaparro

The Solid Waste Department would like to buy a new Mack Front Load Truck from Vanguard Truck Centers utilizing TIPS contract #240901.

- One (1) 2026 Mack TE64 with Heil 28yd HP FEL for $388,574

This truck is on the ground in El Paso, TX.

All Specifications meet the requirements of the Route Supervisor.

FINANCIAL CONSIDERATION
Financial Impact (Expenses): **Budget Adjustment Needed**

Expenses: 52004341-817505 (Capital Outlay - Equipment)

LEGAL REVIEW:
N/A

BOARD AND COMMITTEE ACTION:
The Finance Committee during the Special Finance Committee referred this item to the normal Finance Committee Meeting.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Vanguard Truck Centers Quote
TIPS Award Letter

New Vehicle Purchase Agreement

vanguard TRUCK CENTERS

VANGUARD TRUCK CENTER OF HOUSTON
12935 Crosby Fwy
Houston TX 77049
Phone: (281) 677-2200

04/17/2026
DE-27985
PROS-026067
Lucas DeVilliers

PROS-026067
CITY OF ROSWELL SOLID WASTE DEPARTMEN
3006 W BRASHER RD
ROSWELL NM 88203
P:(575) 624-6746 | F:

CITY OF ROSWELL SOLID WASTE DEPARTMEN
3006 W BRASHER RD
ROSWELL, NM 88203

Stock#: 1233055 **1M2TE2GC6TM014830** **New 2026 MACK TE64** **Price: $196,954.86**
Heil 28yd HP FEL $191,619.20

Total Price **$388,574.06**
Total **$388,574.06**

BUDGETARY ESTIMATE PREPARED FOR THE CITY OF ROSWELL

VANGUARD TRUCK CENTERS TIPS CONTRACT # 240901

VANGUARD TRUCK CENTERS (the "COMPANY") SELLS THIS VEHICLE ON AN "AS IS WHERE IS" BASIS AND MAKES NO WARRANTIES AS TO SAID VEHICLE'S, EXPRESS, IMPLIED, OR IMPLIED BY LAW, AND COMPANY EXPRESSLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ANY WARRANTIES OF THE VEHICLE ARE THE MANUFACTURER'S STANDARD VEHICLE WARRANTY, A COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER, WHICH IS NOT INCORPORATED HEREIN BY REFERENCE. THE COMPANY SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME.

THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE A PART OF THIS AGREEMENT. THE PURCHASER ACKNOWLEDGES HAVING READ THIS AGREEMENT, INCLUDING SUCH TERMS AND CONDITIONS ON THE REVERSE SIDE. NO VEHICLES ARE HELD MORE THAN 5 DAYS WAITING FOR CREDIT APPROVAL.

DATE ACCEPTED: _____ BY: _____

Email-lucas.devilliers@vanguardtrucks.com
Lucas DeVilliers
SALES REPRESENTATIVE

(PRINT NAME OF PURCHASER) (TITLE)
CITY OF ROSWELL SOLID WASTE DEPARTMEN (575) 624-6746
(BUSINESS NAME) (PHONE)
3006 W BRASHER RD
ADDRESS
ROSWELL NM 88203
CITY, STATE, ZIP

SALES MANAGER

TERMS AND CONDITIONS

This Purchase Agreement is tendered by the Purchaser for acceptance by Vanguard Truck Centers (hereinafter called the “Company"). It is understood that it will not be binding upon the Company unless accepted and signed by an authorized executive of the Company.

If the terms of payment herein provided are other than cash, the Purchaser agrees to execute and deliver to the Company, prior to the delivery of said vehicle(s), a security agreement in the form customarily required by the Company or an applicable lender, covering said vehicle(s) in order to secure the payment of the indebtedness due hereunder. The Purchaser further agrees that this Purchase Agreement shall be subject to all the terms and conditions of said security agreement, which shall supersede this Purchase Agreement to the extent inconsistent herewith; provided that Purchaser's assertions and/or warranties as to any used motor vehicle or equipment traded in by the Purchaser and taken by the Company as part of payment hereunder (hereinafter such used motor vehicle or equipment is called the "used equipment") shall survive the execution of the security agreement.

The Company shall not be held responsible for any loss, damage, detention, delay or failure to deliver resulting from any cause which is unavoidable or beyond the Company’s reasonable control, including, but not limited to fire, flood, natural disaster, strike or labor disturbance, accident, vandalism, riot or insurrection, war, any order, decree, law or regulation of any court, government or governmental agency, shortage of materials, demand in excess of available supply, failure or interruption of normal transportation or power facilities; NOR IN ANY EVENT SHALL THE COMPANY BE LIABLE FOR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF INCOME. The receipt of said vehicles(s) by the Purchaser upon delivery shall constitute a waiver of all claims for loss or damage due to delay.

The Purchaser warrants that the used equipment traded in, if any, is free from all liens and/or encumbrances, title defects including but not limited to flood titles, rebuilt titles or odometer discrepancy titles, of any nature whatsoever, and that the Purchaser has good and marketable title to the used equipment at the time of delivery thereof to the Company. The used equipment is to be delivered to the Company in the same condition and appearance in which it was when first inspected by the Company or its agent. The Company, upon delivery of such used equipment,shall have the right once again to inspect such used equipment and the Company shall be the sole judge as to its condition, with the right to accept or reject the used equipment at its option. If the used equipment to be delivered to the Company is not in a condition and appearance as good as it was when first inspected by the Company, the Company shall have the right to revalue the amount of allowance offered for such equipment and the total cash purchase price shall be increased accordingly.

The Purchaser agrees that the amount of the allowance made upon the used equipment, if any, is to be applied by the Company as part payment on the purchase price of said vehicle(s).

In the event that the within Purchase Agreement is accepted by the Company and the Purchaser fails to pay the purchase price and accept delivery and perform under this Purchase Agreement pursuant to its terms, the Company will pursue all damages at law and in equity that the Company believes it is owed.

In the event that the within Purchase Agreement is cancelled by mutual written agreement of the Company and the Purchaser or if the Company is unable to make delivery of said vehicle(s), the Company will return and the Purchaser will accept the cash and the used equipment (or if the used equipment shall have been sold, the net amount received by the Company from the sale thereof (less a 15% sales commission charge) in full discharge of any obligations of the Company to the Purchaser hereunder.

The Purchaser agrees that all previous communications between the Purchaser and the Company, either verbal or written, with reference to the subject matter of this Purchase Agreement, are hereby integrated into the Purchase Agreement and that this Purchase Agreement contains and accurately describes all agreements between Purchaser and Company. The Purchaser further agrees that no modification of this Purchase Agreement shall be binding upon the Company unless such modifications shall be in writing and agreed to and accepted in writing by an executive of the Company.

A security interest in said vehicle(s) shall remain in the Company until the payment in full of the purchase price or, if the terms of payment herein provided are other than cash, until the execution and delivery of a security agreement, as hereinabove provided, at which time the terms of said security agreement shall control with respect to the title and ownership of said vehicle(s).

TERMS AND CONDITIONS

In the event of Purchaser's failure to make payment of the purchase price when due, the Company may take immediate possession of said vehicle(s), without demand or further notice. For this purpose and in furtherance thereof, the Purchaser shall, if the Company so requests, make said vehicle(s) available to the Company at a reasonably convenient place designated by it, and the Company shall have the right, and the Purchaser does hereby authorize and empower the Company, its agents, servants or employees, to enter upon the premises wherever said vehicle(s) may be and remove the same; and the Purchaser hereby expressly waives any action or right of action of any kind whatsoever against the Company, its agents, servants or employees because of the removal, repossession or retention of said vehicle(s) or otherwise.

If the cost to the Company of insurance to be furnished by the Company hereunder is increased at any time prior to the delivery of said vehicle(s), the Purchaser agrees to pay for the insurance herein provided for at such increased rate.

It is agreed that if the cost of labor, materials, body, accessories or other equipment or component parts increases beyond the basis upon which the price set forth herein was established, then the Company, at any time before delivery, may give the Purchaser written notice of an increase in price, and such increased price shall be the contract price, unless Purchaser within ten days thereafter shall give Company written notice of cancellation. Any such increase in the contract price, pursuant to this provision, however, shall not prevent additional increases, if necessary, under the circumstances set forth herein at any time prior to delivery.

ALL TAXES NOW OR HEREAFTER IMPOSED UPON THE MANUFACTURER OR SALE OF SAID VEHICLE(S) SHALL BE PAID BY THE PURCHASER.

Effective January 1, 2024, under no circumstances can a model year 2025 or newer truck be registered or primarily used in California.

All model year 2025 MSOs will be marked “NOT FOR INITIAL SALE OR REGISTRATION (NEW VEHICLE TITLING) IN CALIFORNIA”

At this time and until further notice, Vanguard Truck Centers (the Company) does not sell a CARB 2024 Omnibus Certified engine to allow sales in California. CARB Clean Idle engines are NOT eligible for registration in California but are permitted to idle in California. Registration is the key difference between the CARB offerings.

If the Purchaser attempts to register a truck in California, a fine will be charged to the OEM (original equipment manufacturer). This fine will be charged back to the Company and then charged to the Purchaser, who is ultimately responsible for compliance with the emissions laws of California or any opt-in state. The minimum fine will be the sales price of the vehicle plus $47,738 with no maximum established.

The Purchaser hereby indemnifies the OEM and the Company (each an “Indemnified Party”), and its successors and assigns, from and against any claim, cause of action, costs, fines, expense or damage including attorney’s fees of any nature asserted, or that could be asserted, against the OEM or the Company for any noncompliance by the Purchaser with any law or CARB or EPA regulation or the registration or use of the NEW trucks in the State of California. If any fine or charge is imposed on an OEM or the Company as a result of the Purchaser’s non-compliance with any California or Federal law or regulation, Purchaser will reimburse such fine or charges to the OEM and the Company within 5 days of such demand by an Indemnified Party.

This instrument contains the entire agreement between the parties, and there are no understandings or representations not contained herein, including but not limited to any guaranteed future trade value on the new vehicles subject to this agreement unless the agreement is signed by the Chief Executive Officer of Company. This Agreement will be governed by the internal laws of the state of Georgia without regard to any conflicts of law provisions. Venue for any dispute hereunder will only be proper if brought in the appropriate court in Fulton County, Georgia and both parties hereto waive any objections to personal jurisdiction under the laws of the state of Georgia.

TERMS AND CONDITIONS

IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK. IF THE DEALER DOES NOT RETURN YOUR DOWN PAYMENT AND ANY TRADE-IN WHEN THE DEALER GETS THE VEHICLE BACK IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR, THE DEALER MAY BE LIABLE TO YOU UNDER THE VIRGINIA CONSUMER PROTECTION ACT..

Purchaser's Initials

_____

TIPS VENDOR AGREEMENT

TIPS RFP 240901 Transportation Vehicles

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Vanguard Truck Centers of Houston

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN**

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.pr

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS 240901 Transportation Vehicles

Vendor Name: Vanguard Truck Centers of Houston

Vendor Address: 12935 Crosby Fwy

City: Houston State: TX Zip Code: 77049

Vendor Authorized Signatory Name: Lucas DeVilliers

Vendor Authorized Signatory Title: Fleet Sales Executive

Vendor Authorized Signatory Phone: (713) 545-5807

Vendor Authorized Signatory Email: lucas.devilliers@vanguardtrucks.com

Vendor Authorized Signature: Lucas DeVilliers Date: 10/17/24

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 11/21/2024

240901
Vanguard Truck Center of Houston
Houston Mack Sales and Service Inc
Supplier Response

Event Information

Number: 240901
Title: Transportation Vehicles
Type: Request for Proposal
Issue Date: 9/5/2024
Deadline: 10/18/2024 03:00 PM (CT)
Notes: This bid is seeking the sale of ***vehicles only***. Do not propose vehicle parts, services, or leasing herein. Please see the currently posted TIPS 240902 Transportation Vehicle Parts and Services to propose the sale of vehicle parts and services.

This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLD TIPS CONTRACT 210907 Automobiles ("210907") or 220304 Transportation Vehicles ("220304") , YOU MUST RESPOND TO THIS SOLICITATION TO

PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR VEHICLE SALES. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT(S) 210907 AND/OR 220304.

-

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 210907 AND/OR 220304 WHICH COVERS ALL OF YOUR VEHICLE SALES AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Vanguard Truck Center of Houston Information

Contact: Lucas DeVilliers
Address: 12935 Crosby FWY
Houston, TX 77049
Phone: (713) 545-5807
Email: lucas.devilliers@vanguardtrucks.com
Web Address: www.Vanguardtrucks.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Lucas DeVilliers
Signature

lucas.devilliers@vanguardtrucks.com
Email

Submitted at 10/18/2024 12:24:02 PM (CT)

Requested Attachments

Vendor Agreement

240901 Vendor Agreement - 9-5-24.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

240901 Vendor Agreement Signature Form - 10-17-24.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Pricing Form 1

240901 Pricing Form 1 - 10-14-24.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

240901 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Required Confidentiality Claim Form

240901 Required Confidentiality Claim Form - 10-18-24.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

(3) Required Customer Reference Letters

El Paso-Harlingen-Odessa Reference Letters 10-18-24.pdf

Vendor is required to upload three Customer Reference Letters from three separate customers as described herein. Vendor will be scored on the aggregate Reference Letters received from customers as described in the solicitation. Vendor must provide three current letters (issued within the 12-months preceding the date on which the solicitation was posted) from its customers verifying Vendor’s customer service and reputation as described herein. (Ex. if the solicitation/bid posted on February 4, 2024, the letters must be dated on or after February 1, 2023). The letters must be issued from customers who have received goods or services from the Vendor or its current corporate officials, on entity/company letterhead, must specify its customer experience with Vendor, and must be signed by an authorized representative of the customer. TIPS Reference Forms from past bids will no longer be accepted.

Current Form W-9 W9.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only) Franchise License-Sales and Use Tax Form-FET Exemption.pdf

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Alternate or Supplemental Pricing Documents *No response*

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Logo (Supplemental Vendor Information Only) 300dpi_VTC_wide_1198x244.jpg

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only) *No response*

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only) *No response*

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL *No response*

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Conflict of Interest Questionnaire - Form CIQ *No response*

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

No

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

Texas, Arizona, Missouri, Illinois, Kentucky, Tennessee, West Virginia, Virginia, Maryland, North Carolina, South Carolina, Georgia and Florida

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Vanguard Truck Centers owns and operates full service commercial truck centers in the United States. Our unique footprint allows us to provide a diverse range of products and services across many industries, and across the country. We offer comprehensive transportation solutions, with locations in Arizona, Georgia, Illinois, Missouri, North Carolina, South Carolina and Texas. Our primary brands are Mack ,Volvo and Autocar Heavy Duty Trucks as well as Isuzu and Hino Medium Duty Trucks. Many of our locations provide authorized parts and service support for other vehicle manufacturers such as GM Medium Duty, Prevost Motor Coach, and UD Trucks; as well as component manufacturers including Allison Transmission, Cummins Engine, Eaton Fuller Transmission and Meritor Axles and Driveline. Additionally, our Truck Centers offer All Makes parts, preventative maintenance and repair services for all major brands of heavy duty trucks. As your dedicated business partner, our mission is to exceed customer expectations with our entire product and service offering. This includes new trucks, leasing & rental, premium used trucks, all makes parts, service & body shops and finance & insurance services.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Lucas DeVilliers

7 **Primary Contact Title**

Primary Contact Title

Fleet Sales Executive

8 **Primary Contact Email**

Please enter a valid email address that will definitely reach the Primary Contact.

lucas.devilliers@vanguardtrucks.com

9 **Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

7135455807

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

7135455807

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Larry Zerante

13 **Secondary Contact Title**

Secondary Contact Title

Mack & Isuzu Sales Manager

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

larry.zerante@vanguardtrucks.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

6302095320

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

6302095320

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Adena Woods

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

adena.woods@vanguardtrucks.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2816772200

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Lucas DeVilliers

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

lucas.devilliers@vanguardtrucks.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

7135455807

24 **Company Website**

Company Website (Format - www.company.com)

www.vanguardtrucks.com

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

Houston Mack Sales and Service LLC

26 **Primary Address**

Primary Address

12935 Crosby Fwy

27 **Primary Address City**

Primary Address City

Houston

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

TX

29 **Primary Address Zip**

Primary Address Zip

77049

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Heavy Duty, Medium duty, Trucks, Refuse, Flatbed, daycab, sleeper, garbage, garbage trucks, grapple, water trucks, roll offs, rear loader, automated side loader

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Atlanta

33 Vendor's Principal Place of Business (State)

In what state is Vendor's principal place of business located?

GA

34 Vendor's Years in Business

How many years has the business submitting this proposal been operating in its current capacity and field of work?

37

35 Certification Regarding Entire TIPS Agreement

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

36 Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

5%

37 Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

38 Volume and Additional Discounts

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

39	**"Catalog Pricing" and Pricing Requirements** **<u>This is a requirement of the TIPS Contract and is non-negotiable.</u>** In this solicitation and resulting contract, "Catalog Pricing" shall be defined as: "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that: A. is regularly maintained by the manufacturer or Vendor of an item; and B. is either published or otherwise available for review by TIPS or a customer during the purchase process; C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied. If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing. YES
40	**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS** Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion. If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award. Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document? Yes, Vendor agrees

41	**TIPS Sales Reporting Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.
42	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
43	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

45	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

46	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

47	**Required Confidentiality Claim Form** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form. If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.
48	**Non-Discrimination Statement and Certification** **This is a requirement of the TIPS Contract and is non-negotiable.** In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs). Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments. ☑ Yes, I certify
49	**Limitation of Vendor Indemnification and Similar Clauses** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Does Vendor agree? ☑ Yes, I Agree

50 Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes, Vendor agrees

51 No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees

52 Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees

53 Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes, Vendor certifies

54	**Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)** If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes. When applicable, does Vendor certify? Yes, Vendor certifies
55	**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)** Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor. When applicable, does Vendor certify? Yes, Vendor certifies

56 **Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

57 **Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)**

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

65 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

66 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

68 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees

72 **Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

73 **Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable.
If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

74 **2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications. Specifically, if Vendor utilizes the Cost-Plus Markup method anywhere in its proposal, Vendor cannot and will not be listed as federally compliant for TIPS purposes unless Vendor also certifies "Yes" in response to the Attribute entitled, "2 CFR Part 200 - Prohibition of Cost- Plus."

75 **2 CFR Part 200 or Federal Provision - Prohibition of Cost Plus**

Contracts paid with federal funds which exceed the simplified acquisition threshold currently set at $250,000 (2 CFR 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, may not utilize a cost plus percentage of cost and percentage of cost method of contract pricing. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members for a TIPS Sale resulting from this procurement process which exceeds the simplified acquisition threshold, Vendor shall not utilize a cost plus a percentage of cost and percentage of cost method of contract pricing for that expenditure. If Vendor fails to certify and proposes a Cost Plus Markup Method of pricing anywhere in their proposal, Vendor will **not** be listed as federally/EDGAR compliant for TIPS purposes.

Does Vendor certify?

Yes, Vendor agrees.

76 **2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

77 **2 CFR Part 200 or Federal Provision - Contracts**

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes, Vendor agrees

78 **2 CFR Part 200 or Federal Provision - Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes, Vendor agrees

79	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes, Vendor agrees
80	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes, Vendor agrees

81	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. **The undersigned certifies, to the best of his or her knowledge and belief, that:** (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. Does Vendor certify that it has NOT lobbied as described herein? Yes, Vendor certifies - NO Reportable Lobbying

82	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

83	**2 CFR Part 200 or Federal Provision - Federal Rule** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify compliance? Yes, Vendor certifies

84	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes, Vendor certifies
85	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes, Vendor certifies

86	**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions** As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber. Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Does Vendor Certify? Yes, Vendor certifies
87	**2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications** ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Does vendor certify? Yes, Vendor certifies

88

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

89

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

90

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

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

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

91	**2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act. Does Vendor certify? Yes, Vendor certifies
92	**2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records** **If and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that: (1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States. (2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. (3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives. (4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract. (5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract. Does Vendor certify? Yes, Vendor certifies
93	**2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act** When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act. Does Vendor certify? Yes, Vendor certifies

94	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes, Vendor certifies
95	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes, Vendor certifies
96	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes, Vendor certifies
97	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. NO

98 **2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

Yes, Vendor certifies

99 **ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

Environmental Services Department

MAYOR
Oscar Leeser

CITY COUNCIL

District 1
Brian Kennedy

District 2
Dr. Josh Acevedo

District 3
Cassandra Hernandez

District 4
Joe Molinar

District 5
Isabel Salcido

District 6
Art Fierro

District 7
Henry Rivera

District 8
Chris Canales

CITY MANAGER
Dionne Mack

City of El Paso – Environmental Services Department
7968 San Paulo
El Paso, Texas 79904

Re: Reference Letter for Vanguard Truck Center

To whom it may concern:

Please accept this reference for Vanguard Truck Center who has provided truck chassis for our automated side load vehicles (trash trucks). Vanguard Truck Center has provided services for the City since the start of 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

Vanguard Truck Center has provided exceptional customer service, a well-built product and continues to provide training to staff on their products. They performed satisfactorily and we would do business with them again. Environmental Services Department recommends the services of Vanguard Truck Center to TIPS public entity and non-profit members.

Thank you,

Nicholas H. Ybarra

Nicholas Ybarra, P.E. – Director
City of El Paso - Environmental Services Department

October 14, 2024

City of Harlingen - Public Works
P.O. Box 2207
Harlingen, Texas 78551

Re: Reference Letter for Vanguard Truck Centers of Houston

To whom it may concern:

Please accept this reference for Vanguard Truck Centers of Houston who provides goods or services to our entity. The Vendor provided refuse truck sales in 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

This entity is a customer of above-named Vendor. They performed satisfactorily and we would do business with them again. As a customer of the Vendor, we would highly recommend the Vendor to TIPS public entity and non-profit members.

Thank you,

Ruth Trevino
Assistant Public Works Director

10-16-2024

City Of Odessa

PO Box 4398

Odessa, Texas 79760

RE: Reference letter for Vanguard

To whom it may concern:

Please accept this reference for Vanguard who provided good or services to our entity. The vendor provided Vehicles, Parts and Accessories in 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative,

This entity is a customer of the above-named vendor. They performed satisfactorily and we would do business with them again. As a customer of the vendor, we would highly recommend the Vendor to TIPS public entity and non-profit members.

Thank you,

The right place in Texas
Odessa

Chris A. Adams
Director
Equipment Services
801 E. Pool Rd.
Odessa, Tx, 79766
Office: (432) 335-4877

CONFIDENTIALITY STATEMENT
This message may contain information that is privileged, proprietary, or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments.

TIPS CONTRACT 240901

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Vanguard Truck Centers of Houston

Vendor Authorized Signatory Name: Lucas DeVilliers

Vendor Authorized Signatory Title: Fleet Sales Executive

Vendor Authorized Signatory Email: lucas.devilliers@vanguardtrucks.com

Vendor Address: 12935 Crosby Fwy

City: Houston State: TX Zip Code: 77049

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

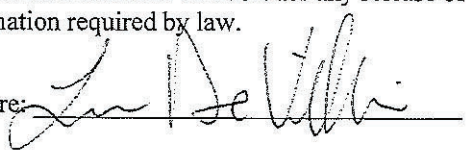
Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: 

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 20.
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

ACTION REQUESTED:
Consider approval of the Scope of Work for RFP-26-XXX Goddard Collection Flood Recovery Assessment, Stabilization, and Conservation Services. (Brooks)

BACKGROUND:
Initiated by: Caroline Brooks

The City of Roswell, New Mexico, is seeking qualified conservation professionals or firms to undertake the assessment, stabilization, and conservation of approximately 1,200 three-dimensional artifacts associated with the work and legacy of rocket pioneer Dr. Robert H. Goddard. These artifacts have been impacted by a recent flood event, resulting in varying levels of water exposure, contamination, and material degradation. The collection primarily includes early rocket components and assemblies, workshop equipment and tools, recording devices, furnishings, fabricated parts, and personal effects. In addition to these objects, the project includes evaluation and conservation for a large-scale outdoor rocket tower structure approximately 80 feet in height.

FINANCIAL CONSIDERATION:
There are no financial considerations at this time.

LEGAL REVIEW:
There is no legal review at this time.

BOARD AND COMMITTEE ACTION:
This is the first time this item is being presented.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Goddard Conservation RFP Scope of Work Draft

CITY OF ROSWELL

REQUEST FOR PROPOSALS

RFP: Click or tap here to enter text.

Goddard Collection Flood Recovery
Assessment, Stabilization, and Conservation Services

RFP Issue Date:

PROPOSAL DUE:

PURCHASING DEPARTMENT
425 N. RICHARDSON
ROSWELL, NM 88203

DRAFT SCOPE OF WORK

PURPOSE OF THIS REQUEST FOR PROPOSAL

The City of Roswell, New Mexico, is seeking qualified conservation professionals or firms to undertake the assessment, stabilization, and conservation of approximately 1,200 three-dimensional artifacts associated with the work and legacy of rocket pioneer Dr. Robert H. Goddard. These artifacts have been impacted by a recent flood event, resulting in varying levels of water exposure, contamination, and material degradation. The collection primarily includes early rocket components and assemblies, workshop equipment and tools, recording devices, furnishings, fabricated parts, and personal effects. In addition to these objects, the project includes evaluation and conservation for a large-scale outdoor rocket tower structure approximately 80 feet in height.

BACKGROUND

The Roswell Museum has long served as a primary steward of artifacts associated with the pioneering work of Dr. Robert H. Goddard, with a dedicated exhibition established in 1959 that positioned Roswell as a key site in the history of early rocketry. Over time, the collection has grown into a nationally recognized resource that reflects the technical innovation and experimental nature of Goddard's work in southeastern New Mexico and his contributions to the origins of space exploration.

In 2024, a major flood event affected the Museum facility, prompting a comprehensive recovery effort and a broader reexamination of long-term collections care, resilience, and future exhibition planning. This conservation project is a critical component of that effort, supporting the Museum's goal to preserve and reinterpret the Goddard collection for current and future generations, while strengthening institutional preparedness.

SCOPE OF WORK

The selected vendor shall provide comprehensive assessment, stabilization, conservation treatment, and documentation services for a collection of artifacts associated with the work and legacy of Dr. Robert H. Goddard. The vendor will be responsible for addressing flood-related impacts, implementing appropriate conservation methodologies, and preparing the collection for long-term preservation, storage, and potential exhibition. Services shall include work on a diverse range of mixed-material objects, as well as evaluation and conservation for a large-scale outdoor rocket tower structure, and shall be carried out in accordance with established professional standards and best practices.

3.1 Location of Work and Shipping

The vendor shall perform the majority of conservation work off-site at their own qualified conservation facility, which must be equipped to safely handle flood-affected, mixed-material artifacts. The vendor shall be responsible for coordinating all aspects of packing, transportation, and shipping of artifacts between the Roswell Museum storage locations and the conservation facility, using museum-standard methods and materials to ensure object safety and security, as well as return of the artifacts at the close of the project.

The vendor shall develop and implement detailed handling and transport protocols, including condition checks prior to departure and upon return. Shipping arrangements shall include appropriate environmental controls, security measures, and insurance coverage as required.

Conservation of the approximately 80-foot-tall rocket tower shall be performed on-site at the museum's grounds or other City-approved site. The vendor shall coordinate logistics for any equipment, materials, or specialized personnel required to complete the work safely and effectively and provide recommendations for the subsequent storage, transport, and reinstallation.

3.2 Assessment and Condition Survey

The vendor shall conduct a comprehensive, item-level condition assessment of the Goddard collection, documenting both general condition and specific damage resulting from flood exposure. This work shall include identification of material types, evaluation of structural stability, and detailed recording of deterioration such as corrosion, warping, mold activity, residue accumulation, and surface loss. The vendor shall produce written and photographic documentation sufficient to support treatment decisions and long-term collections management. Artifacts shall be categorized according to urgency of treatment and material and/or item type, and a prioritized conservation plan shall be developed.

3.3 Flood Recovery and Stabilization

As needed, the vendor shall implement appropriate stabilization measures to address flood-related impacts. This shall include mitigation of mold and microbial growth and removal of contaminants such as sediment or residues. All stabilization work shall be undertaken in accordance with recognized conservation standards and shall prioritize the preservation of original materials.

3.4 Conservation Treatment

Upon review and approval of treatment proposals by museum staff, the vendor shall perform conservation treatments necessary to stabilize and preserve the artifacts, following the professional standards of the American Institute for Conservation. Treatments shall be tailored to the specific materials and condition of each object and

may include corrosion stabilization for metal components, consolidation of weakened materials such as wood and painted surfaces, and structural repair of damaged assemblies, furnishings and equipment. Cleaning methods shall be carefully selected to remove contaminants while preserving historically significant surface characteristics. All repairs shall be carried out using reversible or retreatable methods whenever possible.

3.5 Large-Scale Rocket Tower

The vendor shall assess, stabilize, and carry out conservation treatment for the approximately 80-foot-tall outdoor rocket tower structure. Work shall include evaluation of structural integrity, corrosion, and any flood-related impacts, particularly at the base, as well as age-related issues overall. Upon approval, the vendor shall implement appropriate conservation measures, including corrosion mitigation, surface treatment, and stabilization of structural elements as needed.

The vendor shall be responsible for the safe deinstallation for treatment and storage at a City-operated location, including coordination with structural engineers or other specialists as required, and provide recommendations for the storage, potential transport and reinstallation at a future location to be determined. Recommendations shall also be provided for long-term preservation, protective coatings, and ongoing maintenance to ensure the structure's stability and interpretive use.

3.6 Handling and Object Support

The vendor shall develop and implement appropriate handling procedures for all artifacts, particularly those that are fragile, water-damaged, or mechanically complex. Where necessary, the vendor shall oversee careful disassembly and reassembly of objects, ensuring that all actions are fully documented. Temporary and permanent supports shall be designed and fabricated as needed to protect objects during treatment, storage, and transport.

3.7 Storage and Environmental Recommendations

The vendor shall provide recommendations for improved storage and housing of the collection, including the design of storage mounts and the use of archival materials. Environmental guidelines for temperature, relative humidity, and air quality shall be specified, with particular consideration given to the risks associated with post-flood conditions. The vendor shall also recommend strategies to improve the Museum's resilience to future events, including approaches to elevate and protect collections from water exposure. For select objects, recommendations for exhibit casework, related environmental controls, and display conditions shall be provided to ensure the long-term preservation of objects on display.

3.8 Documentation and Reporting

The vendor shall produce complete and organized documentation of all assessment and

conservation activities. This shall include condition reports, treatment records, and high-quality photographic documentation before and after treatment. All documentation shall be delivered in a digital format compatible with the Museum's collections management systems. At the conclusion of the project, the vendor shall provide a comprehensive final report summarizing methodologies, treatments performed, and recommendations for ongoing care and monitoring.

3.10 Training and Knowledge Transfer

The vendor shall provide training to Museum staff on proper handling, preventive conservation practices, and emergency response procedures for flood-affected collections. The vendor shall also deliver a collections care and disaster preparedness guide tailored to the specific needs of the Goddard collection.

3.11 Additional Details

Project Phasing and Timeline

The vendor shall propose a phased approach that addresses both immediate recovery and long-term conservation. Work will begin with assessment and stabilization, followed by a detailed condition survey and a prioritized conservation treatment phase extending over approximately three (3) years.

Beginning in 2027, the Museum anticipates exhibition and interpretive planning, during which the vendor may be asked to provide input on object condition and display requirements. Select artifacts may need to be accessed during this phase for evaluation and coordination.

Reinstallation of select conserved artifacts, including the rocket tower, is anticipated to begin around late 2029.

Qualifications and Standards

The vendor shall demonstrate experience in the conservation of industrial, scientific, or mixed-material artifacts, as well as experience working with flood-affected collections. All work shall be carried out in accordance with the ethical guidelines and professional standards established by the American Institute for Conservation.

Coordination and Communication

The vendor shall work in close coordination with Roswell Museum staff and project leadership throughout the duration of the project. Regular progress updates and coordination meetings shall be required to ensure alignment with broader recovery and planning efforts.

Success Criteria

Successful completion of this project will result in the stabilization of all flood-affected

artifacts and the elimination of active deterioration such as mold, corrosion, or structural instability. Artifacts will be appropriately repaired and conserved using professional standards, preserving both their integrity and historically significant features. All objects will be prepared for safe storage and/or exhibition, and the rocket tower will be conserved and readied for reinstallation. The project will also establish clear documentation and a sustainable framework for long-term collections care.

PROPOSAL REQUIREMENTS

4.1. Firm Qualifications
Provide a brief overview of the firm, including:

- History and background of the organization
- Areas of conservation specialization
- Experience with large-scale object conservation projects, particularly scientific, industrial, aerospace, and historic artifact collections
- Experience with flood-damaged collections recovery
- Experience with outdoor structural artifact conservation, particularly large-scale metal structures such as towers, launch equipment, or industrial frameworks
- Capacity to perform the majority of conservation work off-site at the consultant's facility while coordinating with institutional staff

4.2. Key Personnel
Identify the names, titles and roles of key personnel that would be assigned to the project, including relevant qualifications, certifications and professional affiliations. Also, identify subcontractors or specialty consultants that would be involved.

4.3. Relevant Project Experience and References
Provide at least 3 comparable projects including:

- Client name and institution
- Project description, scope and timeline
- Client references with contact information

4.4. Proposed Approach and Methodology
Describe your proposed project approach to:

- Initial condition assessment and documentation
- Prioritization strategy for approximately 1,200 flood-damaged artifacts
- Conservation treatment methods for workshop equipment, tools, rocket assemblies, personal effects, and associated materials
- Conservation strategy for the 80-foot outdoor rocket tower, including on-site stabilization and treatment to prepare for future reinstallation
- Environmental considerations, corrosion mitigation, and long-term preservation recommendations

- Handling of objects that may need temporary access during exhibition planning phases
- Final reporting and documentation standards

4.5. Location, Transportation, and Logistics Plan
Provide details regarding:

- Conservation facility location, storage capacity, and capabilities
- Security and environmental controls at the treatment facility and off-site storage sites, if relevant
- Proposed object transportation methods and packing procedures
- Coordination of shipping logistics between the museum and consultant facility
- On-site work procedures for the rocket tower and any oversized artifacts

4.6. Project Schedule
Provide a proposed timeline for:

- Assessment and intake
- Conservation treatment phases over the anticipated three-year project period
- Coordination with exhibition interpretive planning beginning in 2027
- Preparation for reinstallation activities beginning around 2029
- Major milestones and deliverables

4.7. Cost Proposal
Provide a detailed fee schedule/cost structure, including:

- Hourly rates by staff role
- Travel and mobilization costs
- Transportation and shipping costs
- Materials and specialized equipment costs
- Subcontractor or specialty consultant costs
- Any applicable markup rates

4.8. Success Criteria and Deliverables
Describe how the project will ensure:

- Professional conservation and physical repair of artifacts
- Stabilization for long-term preservation and future exhibition use
- Readiness of select objects for interpretive planning and exhibition development
- Preparation of the outdoor rocket tower for safe, future reinstallation
- Complete documentation and final reporting for institutional records

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Finance Committee 21.
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

ACTION REQUESTED:
Requesting the purchase of engineering services in the amount of $88,987.77 to Molzen Corbin for National Championship Air Races (NCAR) Drainage Improvements. (Rogers)

BACKGROUND:

Initiated by: Mac Rogers

This request is for the purchase of engineering services in the amount of $88,987.77 to Molzen Corbin for National Championship Air Races (NCAR) Drainage Improvements. The services will be procured through City of Roswell Air Center On-Call Engineering RFP 24-012. The drainage improvements are needed to mitigate or flatten existing swales that are in pit area. These improvements will allow for more aircraft at the upcoming races. The project is planned to be funded with the remainder of Grant ROW 25-03.

FINANCIAL CONSIDERATION
Financial Impact (Expenses): **Budgeted**

GL: 51004332-654801 Air Center Operations - Contract Professional Services

Current/Original Budget: $428,879.16
Remaining Budget: $89,162.71
Request Amount: $88,987.77

LEGAL REVIEW:
Not Applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
This is the first council consideration of this item.

STAFF RECOMMENDATION:
Staff recommends approval.

Attachments

NCAR Drainage Task Order

MOLZENCORBIN

January 27th, 2026

Ms. Bobbi Thompson
Roswell Air Center Director
1 Jerry Smith Circle
Roswell, NM 88203

RE: Task Order for Professional Services
National Championship Air Races (NCAR) Drainage Improvements

Dear Ms. Thompson:

Thank you for the opportunity to present this task order proposal for Professional Design Services as requested for the Roswell International Air Center NCAR Drainage Improvements. This task order proposal also includes our services for developing FAA airspace and construction phasing and safety plan submittals.

Background:

The National Air Races, a program that previously took place in Reno, Nevada has relocated to the Roswell International Air Center (RIAC). After a successful first year of the races, it was determined that drainage improvements are needed within the Air Race site, specifically improvements that mitigate drainage issues occurring within or around the aircraft pit area and in the "middle swale" area.

Our understanding of your current needs includes the following:

Scope of Work:

- Pre-Design/Study/Programming – Initial project coordination items such as:
    - Kick off meeting and Initial Site Visits
    - Review of As-Builts of the Existing NCAR Site
    - Development of preliminary Drainage Concepts and Alternatives
    - Development of Preliminary Cost Estimates
- Design Development – Prepare 90% Design Documents to be reviewed and approved by City. This development will include the following:
    - Evaluation of Drainage Alternatives
    - Hydrologic and Hydraulic calculations
    - General Civil and Demolition Sheets
    - Grading Plan and Drainage Sheets
    - Plan and Profile Sheets as needed
    - Specifications and Contract Documents
    - Cost Estimates
    - FAA Coordination as needed
    - City and NCAR Coordination
- Final Design – Prepare 100% Design Documents for the City. This final design will include the following:
    - Final Hydrology and Hydraulic Calculations
    - Finalize General Civil and Demolition Sheets
    - Finalize Grading Plan and Drainage Sheets
    - Finalize Plan and Profile Sheets

2701 Miles Road SE, Albuquerque, NM 87106 505 242 5700 Tel 505 242 0673 Fax MolzenCorbin.com

- Produce Final Specifications and Contract Documents
- Adjust CSPP as needed
- Final Cost Estimate

- Bidding and Award Services Including:

- Procurement Coordination
- Bid Opening and Evaluation
- Preparation of Final Contract Documents

Fee:

We propose to accomplish this work under the terms and conditions of the RFP-24-012 Engineering Services Agreement – Roswell Air Center. Our proposed fee for the work described is $82,190.00 excluding gross receipts tax. Services will be billed on a Lump Sum basis with invoices submitted monthly:

Thank you for the opportunity to continue working with the Roswell Air Center. If you agree with the proposed Scope of Professional Services, please countersign this letter and return an executed copy for our records.

If you have any questions or require additional information, please contact me at 505.242.5700.

Sincerely,

MOLZEN CORBIN



Kevin W. Eades, P.E.
Chief Executive Officer

Accepted By:

City of Roswell

_____
Signature Date

_____
Printed Name

_____
Title

CIVIL MANHOUR ESTIMATE
NCAR Drainage Improvements
City of Roswell
Mike Provine

MOLZENCORBIN

		CIVIL				ADMINISTRATION		
No.	Project Task	Senior Engineer	Professional Engineer	Senior Design Specialist	Departmental Totals	ADMIN - Support	ADMIN. Totals	Grand Totals
I.	**Pre-Design/Study/Programming**							
1	Kickoff Meeting/Site Visits - 1	10.00	10.00		20.00		0.00	20.00
2	As-built Review	1.00	2.00	4.00	7.00		0.00	7.00
3	Preliminary Drainage Concepts & Alternatives	1.00	10.00	1.00	12.00		0.00	12.00
4	Cost Estimates	1.00	6.00		7.00		0.00	7.00
6					0.00		0.00	0.00
7	**CADD Management**				0.00		0.00	0.00
8	**Project Management**				0.00		0.00	0.00
9	**Quality Assurance**				0.00		0.00	0.00
	Subtotal Hours Pre-Design/Study/Programming	13.00	28.00	5.00	46.00	0.00	0.00	46.00
	Subtotal Fees Pre-Design/Study/Programming	$3,055.00	$4,620.00	$875.00	$8,550.00	$0.00	$0.00	$8,550.00
IV.	**Construction Documents (90%)**							
1	Evaluation of Drainage Alternatives		6.00	4.00	10.00		0.00	10.00
2	Hydrology Calculations	2.00	12.00		14.00		0.00	14.00
3	Hydraulic Calculations	2.00	20.00		22.00		0.00	22.00
4	General Sheets	1.00	2.00	10.00	13.00		0.00	13.00
5	Demolition Sheets			10.00	10.00		0.00	10.00
6	Grading Plan	1.00	2.00	20.00	23.00		0.00	23.00
7	Drainage Sheets	1.00	4.00	20.00	25.00		0.00	25.00
8	Plan and Profile	1.00	4.00	20.00	25.00		0.00	25.00
9	Specifications and Contract Documents	2.00	8.00		10.00	4.00	4.00	14.00
10	Grant Coordination				0.00		0.00	0.00
11	CSPP Prepare and Submit to FAA		2.00	8.00	10.00		0.00	10.00
12	Cost Estimates	1.00	4.00	2.00	7.00		0.00	7.00
13	Internal Coordination	2.00	2.00	2.00	6.00		0.00	6.00
14	FAA Environmental Clearance		2.00		2.00		0.00	2.00
15	Site Visits - 2	20.00	20.00	9.00	49.00		0.00	49.00
16	City and NCAR Coordination	10.00	10.00	2.00	22.00		0.00	22.00
17					0.00		0.00	0.00
18	**CADD Management**			1.00	1.00		0.00	1.00
19	**Project Management**	2.00	2.00		4.00		0.00	4.00
20	**Quality Assurance**	3.00			3.00		0.00	3.00
	Subtotal Hours Construction Documents (90%)	48.00	100.00	108.00	256.00	4.00	4.00	260.00
	Subtotal Fees Construction Documents (90%)	$11,280.00	$16,500.00	$18,900.00	$46,680.00	$480.00	$480.00	$47,160.00
V.	**Final Design (100%)**							
1	Hydrology	2.00	2.00		4.00		0.00	4.00
2	Hydraulic Calculations	2.00	6.00		8.00		0.00	8.00
3	General Sheets		1.00	2.00	3.00		0.00	3.00
4	Demolition Sheets		1.00	2.00	3.00		0.00	3.00
5	Grading Plan	1.00	4.00	10.00	15.00		0.00	15.00
6	Drainage Sheets	1.00	2.00	20.00	23.00		0.00	23.00
7	Plan and Profile		2.00	10.00	12.00		0.00	12.00
8	Specifications and Contract Documents	1.00	2.00	2.00	5.00	8.00	8.00	13.00
9	CSPP			1.00	1.00		0.00	1.00
10	Cost Estimates	1.00	1.00		2.00		0.00	2.00
11	Internal Coordination	1.00	1.00		2.00		0.00	2.00
12	City and NCAR Coordination	4.00	1.00	2.00	7.00		0.00	7.00
13	FAA Compliance Coordination	1.00	1.00		2.00		0.00	2.00
14					0.00		0.00	0.00
15	**CADD Management**				0.00		0.00	0.00
16	**Project Management**				0.00		0.00	0.00
17	**Quality Assurance**	4.00			4.00		0.00	4.00
	Subtotal Hours Final Design (100%)	18.00	24.00	49.00	91.00	8.00	8.00	99.00
	Subtotal Fees Final Design (100%)	$4,230.00	$3,960.00	$8,575.00	$16,765.00	$960.00	$960.00	$17,725.00
VI.	**Bidding/Award**							
1	Procurement Coordination	4.00	6.00		10.00		0.00	10.00
2	RFI Reviews	4.00	4.00		8.00		0.00	8.00
3	Bid Opening	1.00	2.00		3.00		0.00	3.00
4	Bid Evaluation		1.00		1.00	4.00		
5	Preparation of Contract Documents	1.00	2.00					
6					0.00		0.00	0.00
7	**Project Management**	1.00			1.00		0.00	1.00
8	**Quality Assurance**	2.00			2.00		0.00	2.00
	Subtotal Hours Bidding/Award	13.00	15.00	0.00	28.00	4.00	4.00	24.00
	Subtotal Fees Bidding/Award	$3,055.00	$2,475.00	$0.00	$5,530.00	$480.00	$480.00	$6,010.00
VII.	**Construction Admin. Services**							
1	Pre-Construction Conference				0.00		0.00	0.00
2	Site Visits				0.00		0.00	0.00
3	RFI Reviews				0.00		0.00	0.00
4	Submittal Reviews				0.00		0.00	0.00
5	Test Report Reviews				0.00		0.00	0.00
6					0.00		0.00	0.00
7					0.00		0.00	0.00

CIVIL MANHOUR ESTIMATE
NCAR Drainage Improvements
City of Roswell
Mike Provine

MOLZENCORBIN

		CIVIL				ADMINISTRATION		
No.	Project Task	Senior Engineer	Professional Engineer	Senior Design Specialist	Departmental Totals	ADMIN - Support	ADMIN. Totals	Grand Totals
8	**Project Management**				0.00		0.00	0.00
9	**Quality Assurance**				0.00		0.00	0.00
	Subtotal Hours Construction Admin. Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Subtotal Fees Construction Admin. Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Total Labor Hours	92.00	167.00	162.00	421.00	16.00	16.00	429.00
	Standard Billing Rate or Fee	$235.00	$165.00	$175.00		$120.00		
	Fee Dollars	$21,620.00	$27,555.00	$28,350.00	$77,525.00	$1,920.00	$1,920.00	$79,445.00

CONTRACT AMOUNT
NCAR Drainage Improvements
City of Roswell

MOLZENCORBIN

Mike Provine

			COST	CALCULATED CONTRACT AMOUNT
BASIC FEE (Labor)				
SUBTOTAL LABOR				$79,445.00
OTHER DIRECT SUBCONSULTANTS	Sub Type	Phase		
SUBTOTAL OTHER DIRECT SUBCONSULTANTS				$0.00
Reimbursable Markup (if any)				$0.00
SUBTOTAL OTHER DIRECT SUBCONSULTANTS			$0.00	$0.00
OTHER DIRECT EXPENSES (ODE'S)		Quantity		
In-House Copies			$0.00	
In-House Color Copies (8 1/2 x 11)	$1.00		$0.00	
In-House Color Copies (11 x 17)	$2.00		$0.00	
In-House Large Format Plots	$3.00		$0.00	
Commercial Copies	$0.06		$0.00	
Commercial Prints	$1.02		$0.00	
Commercial Color Copies	$1.50		$0.00	
In-House or Commercial Mylars	$10.50		$0.00	
Mileage	$0.700		$0.00	
Commercial Travel				
Lodging-Per Diem (Verify With Accounting)	$110.00		$0.00	
Meals - Per Diem (per person /day) (Verify With Accounting)	$68.00		$0.00	
Photo				
Postage				
Supplies				
SUBTOTAL OTHER DIRECT EXPENSES				$0.00
TOTAL BASIC FEE				$79,445.00
REIMBURSABLE SUBCONSULTANTS		Phase		
Subconsultant Subtotal			$0.00	$0.00
				$0.00
				$0.00
In House Survey From Survey Contract Amount (Excluding GRT)				$0.00
SUBTOTAL ADDITIONAL SERVICES			$0.00	$0.00
REIMBURSABLES		Quantity		
In-House Copies	$0.11	500.00	$55.00	
In-House Color Copies (8 1/2 x 11)	$1.00	100.00	$100.00	
In-House Color Copies (11 x 17)	$2.00	50.00	$100.00	
In-House Large Format Prints	$3.00	100.00	$300.00	
In-House Large Format Plots	$3.00		$0.00	
Commercial Copies	$0.06		$0.00	
Commercial Prints	$1.02		$0.00	
Commercial Color Copies	$1.50		$0.00	
In-House or Commercial Mylars	$10.50		$0.00	
Mileage	$0.700	1,260.00	$882.00	
Bidding Documents (Specs & Plans)				
Commercial Travel				
Lodging-Per Diem (per person/per day)	$110.00	2.00	$220.00	
Meals - Per Diem (per person /per day)	$68.00	16.00	$1,088.00	
Photo				
Postage				
Supplies/Misc.				
SUBTOTAL REIMBURSABLES				$2,745.00
SUBTOTAL BASIC FEE, ADD. SERVICES, REIMBURSABLES				**$82,190.00**
NMGRT	Use Appropriate GRT Rate From GRT Tab.	**8.2708%**		$6,797.77
TOTAL				**$88,987.77**

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Finance Committee 22.
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

ACTION REQUESTED:
Requesting approval of Resolution 26-xx accepting funds as part of NMDOT's Capital Outlay Program. (Rogers)

BACKGROUND:
Initiated by: Mac Rogers

This request is for approval of Resolution 26-xx accepting funds as part of NMDOT'S Capital Outlay program. These funds were appropriated to the City of Roswell as part of the 2025 legislative session and NMDOT is administering the grant. The funds go towards the purchase of a generator for the Terminal Building at the Air Center. Construction Documents for the generator have completed.

FINANCIAL CONSIDERATION
No fiscal impact at time.

LEGAL REVIEW:
N/A

BOARD AND COMMITTEE ACTION:
This is the first Council Consideration of this item.

STAFF RECOMMENDATION:
Staff recommends approval

Attachments

Resolution 26-xx
NMDOT Cooperative Agreement

RESOLUTION 26-XX

PARTICIPATION IN CAPITAL OUTLAY PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, in the laws of 2025, HB450, Chapter 159, Section 39, Subsection 38, the Legislature made an appropriation to the Department from which the Department is making available to the City

WHEREAS, the City of Roswell and the New Mexico Department of Transportation have entered into a Cooperative Agreement under the Capital Outlay Program.

WHEREAS, the total cost of the project will be $500,000 to be funded by the parties hereto as follows:

a) New Mexico Department of Transportation's share shall be 100% or $500,000
b) City of Roswell's proportional matching share shall be 0% or $0.00

The total project cost is $500,000**.** City of Roswell shall pay all costs, which exceed the total amount of $500,000**.**

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

1. That the project for this Cooperative agreement is adopted and has a priority standing.
2. The agreement terminates on June 30, 2029 and the City of Roswell incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into written agreement.
3. To enter into Cooperative Agreement for Project Control Number C2253258 with the New Mexico Department of Transportation for the Capital Outlay Program (Laws of 2025 HB450, Chapter 159, Section 39, Subsection 38) to plan design, purchase, and install a generator for the Roswell terminal in Roswell Chaves County.

PASSED, ADOPTED, SIGNED and APPROVED _____, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

DRAFT

Contract Number: _____
Vendor Number: 0000054357
Control Number: HW2C2253258

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
DEPARTMENT OF TRANSPORTATION
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Transportation, ("**Department**") and City of Roswell, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, HB450, Chapter 159, Section 39, Subsection 38, 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;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **C2253258** ("**Project**"), Appropriation ID **J3258**, Reversion Date **6/30/2029** ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 39, Subsection 38, (Five Hundred Thousand Dollars and No Cents) **($500,000), to plan, design, purchase and install a generator for the Roswell air center passenger terminal in Roswell in Chaves county.**

B. Grantee's total reimbursements shall not exceed Five Hundred Thousand Dollars and No Cents, (**$500,000**) ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, Zero Dollars and No Cents, which equals Five Hundred Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. 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, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying

expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, 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 ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event 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:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. 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 after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. 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.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a 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. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

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

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

A. 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: Louis Najar
Title: City Engineer
Address: P.O. Drawer 1838, Roswell, New Mexico 88202
Email: l.najar@roswell-nm.gov
Telephone: 575-637-6282 Ext 282.

B. 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:
Name:
Title:
Address:
Email:
Telephone:

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

Department: Department of Transportation, District 2 Office
Name: Libby Coslin
Title: Capital Outlay District Coordinator
Address: P.O. Box 1457, Roswell, NM 88202

Email: Libby.Coslin2@dot.nm.gov
Telephone: 575-840-3373

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) 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 the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the **Reversion Date** unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

   a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
   b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
   c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

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

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

   a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
      i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
   b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:

i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. 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 a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs 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.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. 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)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

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.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, 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. 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 in a shorter period than the Department may prescribe in writing.
iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority 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 under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. 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.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. 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.
d. The Project must provide a public benefit above and beyond any incidental benefit to 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.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.

i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.

f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
   i. 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 participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.

g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
   a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
   b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

   a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
   b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
   c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
   d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
   e. 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 and submit Requests for Payment on behalf of Grantee.
   f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
      i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any

function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.

ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.

g. 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 the State, any agency, or body in connection with the awarding of any Third Party Obligation.

i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

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

B. For six (6) years following the Project's completion ("**Record Retention Period**"), 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 Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, 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 finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to 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:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, [Grantee's name] may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. [Grantee's name]'s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the [Grantee's name] or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee's name] or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to 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:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with [Grantee's name], [Grantee's name] may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, [Grantee's name] only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 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 § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. 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;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an 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 attached to the Project and Appropriation Amount without the need for formal 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 expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.

b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this 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, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and

effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

   a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
   b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
   c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future

developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

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

APPROVED BY DEPARTMENT:

NMDOT Cabinet Secretary or Designee:

Signature _____ Date _____

(Print Name) _____ (Title) _____

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature _____

(Print Name) _____ (Title) _____

APPROVED BY GRANTEE: **City of Roswell**
Entity Name

Official with Authority to Bind Grantee:

Signature _____

Timothy Z. Jennings (Print Name) _____ MAYOR (Title)

Sept 24, 2025
Date

Fiscal Officer or Chief Financial Officer:

Signature _____

Toni Gomez (Print Name) _____ Finance Director (Title)

9-18-25
Date

Legal Counsel: (OPTIONAL)

Signature

Hessel Yntema
(Print Name)

City Atty.
(Title)

9-18-25
Date

EXHIBIT A
Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

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:	$ 0.00
C.	AIPP Amount *(If Applicable)* :	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount (*if applicable*):	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment (*if applicable*)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

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

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or **Fiscal Agent** (*if applicable*)	**Grantee Representative**
Printed Name	Printed Name
Date: _____	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.

ASD Officer Date	Division Grant Manager Date

EXHIBIT B

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee #_____

DATE: _____

TO: Department Representative: _____
FROM: Grantee: _____
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: _____

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.

EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

EXHIBIT D
Project Budget Worksheet

Detailed Expenditure Plan
DATE:

Uses of Funds	Development Budget	Request 1	Request 2	Request 3	Request 4	Request 5	Request 6	Request 7	Request 8	Request 9	Request 10	Request 11	Substantial Completion	100% completion	Total
Acquisition Contract Price	$0														$0
Acquisition Closing/Legal/Other	$0														$0
Off-Sites	$0														$0
Site Work	$0														$0
Direct Construction Costs	$0														$0
Contingency (<5%)	$0														$0
Architectural - Design fees	$0														$0
Architectural - Supervision fees	$0														$0
Engineering fees	$0														$0
Real estate attorney/other legal fees	$0														$0
Accounting fees	$0														$0
Impact Fees	$0														$0
Building permits & related costs	$0														$0
Appraisal	$0														$0
Market analysis	$0														$0
Environmental assessment	$0														$0
Soils report	$0														$0
Survey	$0														$0
Marketing	$0														$0
Course of construction insurance	$0														$0
Hazard & liability insurance	$0														$0
Real property taxes	$0														$0
Personal property taxes	$0														$0
Tenant relocation expenses	$0														$0
Other Indirect/Soft Costs	$0														$0
Total Uses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

Detailed Procurement Plan
Date.

Project Milestones:	Initiation Date	Anticipated Completion Date	Use of Funds	Procurement Type	Procurment Code Exemption	Anticipated Cost

EXHIBIT E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

EXHIBIT F
NM DEPARTMENT OF TRANSPORTATION PROVISIONS

The City of Roswell shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Roswell shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

Changes Between 2023 and 2025 Capital Outlay Boilerplates

1. Project Budget Requirements

- **2025:** Introduces a **mandatory Project Budget** (procurement + expenditure plan with milestones), which must be approved before reimbursement starts.

2023: Does not mention a formal "Project Budget" requirement; instead, it relies more heavily on the issuance of Notices of Obligation as a gating mechanism.

2. Risk Assessment & Special Conditions

- **2025:** Requires a **pre-agreement risk assessment** and allows the Department to **unilaterally update Exhibit D** with special conditions **without a formal amendment**.
- **2023:** No formal risk assessment or unilateral update clause. Any amendments require mutual written agreement.

- Certification of database updates required on each Request for Payment.
- Failure to certify updates may **jeopardize reimbursement** .

5. Request for Payment Procedures

- **2023:**
  - Grantee must pay contractors within **5 business days** after reimbursement and certify proof of payment within **10 business days**.
  - Must obligate **5% within 6 months** and expend **85% 6 months before reversion date**.
- **2025:**
  - Proof of payment to contractors must be certified within **5 business days** (shorter timeline).
  - Department may pay contractors **directly** as a special condition .
  - Grantee reimbursements limited to **planning, design, and procurement** until project fully designed.

7. Project Conditions & Restrictions

- **2023:**
    - Must comply with Procurement Code, Public Works Minimum Wage Act, and Anti-Donation Clause.
    - Cannot convert property use for **10 years without approval**.
- **2025:**
    - Adds requirement to follow **State's Model Accounting Practices**.
    - Clarifies that property use restrictions last for **useful life of the asset** (not 10 years).
    - Adds **civil rights and equal employment nondiscrimination** requirements (includes sexual preference and handicap protections).

8. State Board of Finance (SBOF) Provisions

- **2023:**

- Explicitly rejects **click-through or online terms & conditions** from grantee/subcontractors.
- Survival clause ensures obligations continue after termination.

10. Attachments

- Both years include **Attachment A (NMDOT provisions)**.
- **2025** expands with **Exhibit F on data privacy, confidentiality, and cybersecurity** (not present in 2023).

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Finance Committee 23.
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

ACTION REQUESTED:
Approval to proceed with the burial of overhead power lines at the Air Center to enhance safety. It will also provide safety for Air Race event operations. (Vigil)

BACKGROUND:
Initiated by: Paul Vigil

The airport has identified the existing overhead power lines at the Air Center as a safety concern. This is a concern for airport operations and to mitigate risk and ensure a safer environment for all airport users.

FINANCIAL CONSIDERATION
Funding for this project totals $563,008.16, which includes $240,721.45 from Grant No. G22-G2773, $235,286.71 cash (from the sale of the Rubb Hangar), and $87,000 from State Tourism Capital Appropriations. This amount covers the full cost of burying the power lines, including tax and boring. The City of Roswell will be responsible for trenching.

LEGAL REVIEW:
Legal review is requested to confirm compliance.

BOARD AND COMMITTEE ACTION:
Legal Committee recommended to be sent to Finance without recommendation, at its meeting April 23, 2026.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Excel Estimate

Good morning Paul,

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

Section 1 (High importance) - $270k

Section 2B-(High importance)- Required boring under the road-$44K with our boring company. Section 3-$47K

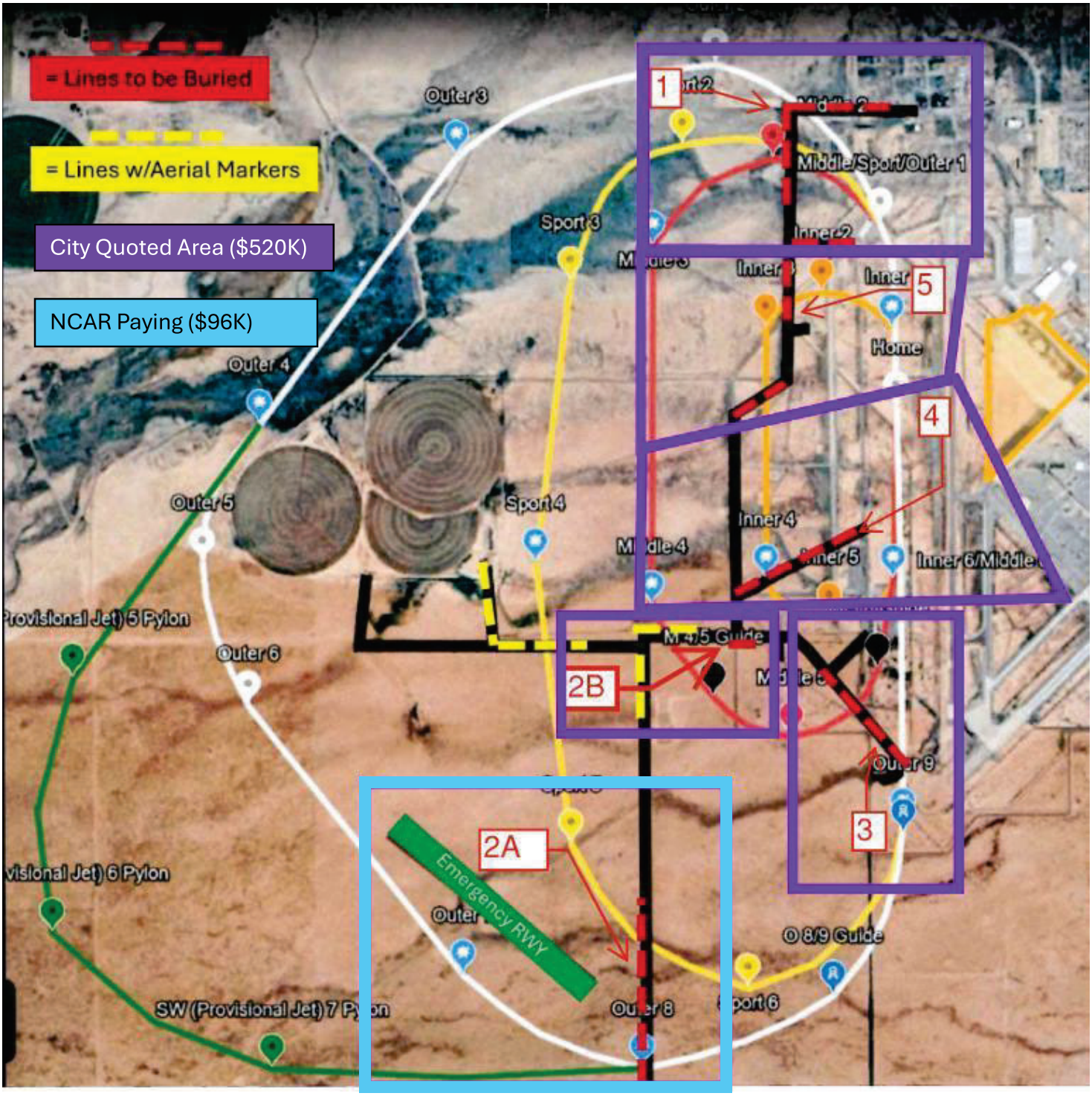
Section 4- $77K

Section 5- $82K

On Airport Total Est - $520K with our boring. (not including taxes or trenching)

Grand Total $563,008.16 (including taxes and boring) NO trenching.

DUSTIN BATES
Xcel Energy
Distribution Designer, Engineering
910 E Bland St, Roswell, NM. 88201
P: 575-625-5432. C: 575-640-0478
E: dustin.bates@xcelenergy.com


= Lines to be Buried
= Lines w/Aerial Markers
City Quoted Area ($520K)
NCAR Paying ($96K)
Outer 3
Sport 3
Outer 4
Outer 5
Sport 4
Outer 6
Provisional Jet) 5 Pylon
visional Jet) 6 Pylon
SW (Provisional Jet) 7 Pylon
Middle/Sport/Outer 1
Inner 2
Inner 3
Inner 5
Home
Inner 4
Inner 6/Middle
1
2
3
4
5
2A
2B
Emergency RWY
Outer 8
Outer 9
8/9 Guide
Sport 6

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Finance Committee 24.
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

ACTION REQUESTED:
Resolution 26-XX Disposal of Certain Surplus Personal Property. Consider recommending to full Council adoption of Resolution 26-XX to dispose of certain surplus property listed on the attachment. (Hicks)

BACKGROUND:
Initiated by: Becky Hicks

This request covers old/obsolete equipment and vehicles currently owned by the City of Roswell. Exhibit A: Items valued at less than $2,500 and Exhibit B: Items valued at more than $2,500. Both exhibits are together on the same attachment for convenience. These items are in a state of disrepair and/or repair estimates exceed the value of the item and/or they have exceeded their life expectancy.

FINANCIAL CONSIDERATION
If there are no bids on these items at the set minimum, the minimum may be re-evaluated and the items will be relisted until sold or the item may be scrapped or recycled in another acceptable manner.

LEGAL REVIEW:
No legal review required at this time.

BOARD AND COMMITTEE ACTION:
Finance Committee will be the first to hear this item.

STAFF RECOMMENDATION:
Proceed as presented.

Fiscal Impact

BUDGETED? Yes/No: no
FISCAL YEAR: 2026
FUNDING/BUDGET SOURCE: None required.
FINANCIAL CONSIDERATION:
Income from the sale of this surplus property will be credited to the department/fund where the item was first purchased.

Attachments

Resolution 26-XX Disposal of Certain Surplus Personal Property
Surplus Property List May 7, 2026

RESOLUTION 26-XX

A RESOLUTION AUTHORIZING THE DISPOSAL OF CERTAIN SURPLUS PERSONAL PROPERTY

WHEREAS, the City is the owner of certain personal property, listed in Exhibits A and B to this Resolution; and

WHEREAS, NMSA 1978 § 3-54-2, authorizes the City to dispose of personal property at public or private sale; and

WHEREAS, the City has no use for the said personal property and wishes to dispose of the property, pursuant to § 3-54-2.

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

1. The City has no use for the personal property listed in Exhibit A and B.

2. Each item of personal property listed in Exhibit A, has a value of $2,500.00 or less, as shown in the Exhibit, and may be sold at a public or private sale for cash without further notice, as provided in Section 3-54-2(A).

3. The personal property listed in Exhibit B may be sold at a public or private sale, upon notice published twice in the Roswell Daily Record, not less than seven days apart, with the last publication not less than fourteen days prior to the sale, as provided for in Sections 3-54-2(B) and (C).

4. Disposal of the personal property listed in Exhibit A and B is hereby authorized, pursuant to NMSA 1978 § 3-54-2.

PASSED, ADOPTED, SIGNED, and APPROVED the 14th day of May 2026.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

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CITY OF ROSWELL
ASSET DISPOSAL LIST
FY2026 RESOLUTION 26-XX
MAY 7, 2026

EXHIBIT B - VALUES MORE THAN $2,500

DEPT	REMOVAL TYPE	DESCRIPTION	COMPUTER SANITIZED Y OR N	PURCHASE COST	SERIAL OR VIN #	TAG #	ASSET #	DEPRECIATED VALUE	ESTIMATED VALUE		AUCTION RESERVE	MINUMUM PRICE
GOLF	AUCTION	2001 DODGE RAM1500		$ 17,552.00	3B7HC12Z71G167920	579	3666	$ -	$ 5,500.00		$ 1,000.00	$ 1,000.00
PARKS	AUCTION	2012 CHEVROLET 3500 CREW CAB		$ 31,178.00	1GC4KZCG1CF202128	1134	13067	$ -	$ 9,000.00		$ 1,000.00	$ 1,000.00
SOLID WASTE	AUCTION	2009 STERLING L7500 VACTOR TRUCK		$ 279,985.00	2FZAATBS09AAD8512	355	8444	$ -	$ 73,000.00		$ 18,000.00	$ 9,000.00
TRANSIT	AUCTION	2010 DODGE GRAND CARAVAN		$ 32,578.70	2D4RN4DE9AR462606	PT8	9677	$ -	$ 3,575.00		$ 1,500.00	$ 1,500.00
STREETS	AUCTION	2000 INTERNATIONAL 4700 DUMP TRUCK		$ 41,478.00	1HTSCABP9YH258968	1209	916	$ -	$ 11,075.00		$ 3,600.00	$ 1,500.00
STREETS	AUCTION	2018 KUBOTA L4060 TRACTOR		$ 31,333.20	3026943705/43866	1340	25140	$ 1,119.04	$ 30,000.00		$ 10,000.00	$ 5,000.00
STREETS	AUCTION	2014 KUTOTA L5460 TRACTOR		$ 36,630.70	3023979930/30494	551	14308	$ -	$ 35,000.00		$ 10,000.00	$ 5,000.00

* ESTIMATED FROM BEENVERIFIED

EXHIBIT A - VALUES LESS THAN $2,500

DEPT	REMOVAL TYPE	DESCRIPTION	COMPUTER SANITIZED Y OR N	PURCHASE COST	SERIAL OR VIN #	TAG #	ASSET #	DEPRECIATED VALUE	ESTIMATED VALUE		AUCTION RESERVE	MINUMUM PRICE
TRANSIT	AUCTION	HP IPAQ NAVIGATION SYSTEM FA196A			H000002102		CHATTEL	N/A	$ 10.00		$ 10.00	$ 10.00
TRANSIT	AUCTION	HP IPAQ NAVIGATION SYSTEM FA196A			H000002087		CHATTEL	N/A	$ 10.00		$ 10.00	$ 10.00
TRANSIT	AUCTION	HP IPAQ NAVIGATION SYSTEM FA196A			H000002104		CHATTEL	N/A	$ 10.00		$ 10.00	$ 10.00
TRANSIT	AUCTION	HP IPAQ NAVIGATION SYSTEM FA196A			H000002096		CHATTEL	N/A	$ 10.00		$ 10.00	$ 10.00
TRANSIT	AUCTION	HP IPAQ NAVIGATION SYSTEM FA196A			H000002085		CHATTEL	N/A	$ 10.00		$ 10.00	$ 10.00
TRANSIT	AUCTION	HP IPAQ NAVIGATION SYSTEM FA196A			H000002084		CHATTEL	N/A	$ 10.00		$ 10.00	$ 10.00
TRANSIT	AUCTION	HP IPAQ NAVIGATION SYSTEM FA196A			H000002083		CHATTEL	N/A	$ 10.00		$ 10.00	$ 10.00
TRANSIT	AUCTION	HP IPAQ NAVIGATION SYSTEM FA196A			H000002081		CHATTEL	N/A	$ 10.00		$ 10.00	$ 10.00
TRANSIT	AUCTION	HP IPAQ NAVIGATION SYSTEM FA196A			H000000873		CHATTEL	N/A	$ 10.00		$ 10.00	$ 10.00
TRANSIT	AUCTION	HP IPAQ NAVIGATION SYSTEM FA196A			H000002108		CHATTEL	N/A	$ 10.00		$ 10.00	$ 10.00
TRANSIT	AUCTION	HP IPAQ POCKET PC H2210			TWC344220F		CHATTEL	N/A	$ 10.00		$ 10.00	$ 10.00

City of Roswell
Page 302 of 365
Finance Committee

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Finance Committee 25.
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

ACTION REQUESTED:
Consider approval of the award for ITB-26-011 Transit Facility Restroom Remodel Project to White Rock Construction & Services, Inc., in the amount of $139,030.83, including applicable New Mexico Gross Receipts Tax (GRT). (Hicks)

BACKGROUND:
Initiated by: Becky Hicks

The City of Roswell issued ITB-26-011 seeking sealed bids from licensed and qualified contractors for the Transit Facility Restroom Remodel Project.
The project includes remodeling existing restroom facilities to improve functionality, accessibility, and code compliance, along with associated water and sanitary sewer improvements.
Bids were opened on March 31, 2026, and two bids were received:

1. White Rock Construction & Services, Inc. - $128,410.27 (excluding GRT)
2. Pluma, LLC - $288,808.53 (excluding GRT)

After review, White Rock Construction & Services, Inc. submitted the lowest responsive and responsible bid and is recommended for award.

FINANCIAL CONSIDERATION
Financial Impact (Expense): **Budgeted**

GL: 26104511-817503

Current/Original Budget: $305,491.84
Remaining Budget: $279,951.05
Requested Amount: $139,030.83

LEGAL REVIEW:
Contract will be reviewed by the Legal Department upon award.

BOARD AND COMMITTEE ACTION:
Consider recommending approval of the award for ITB-26-011 Transit Facility Restroom Remodel Project to White Rock Construction & Services, Inc., in the amount of $139,030.83 to the City Council..

STAFF RECOMMENDATION:
Proceed as presented.

Attachments
Roswell Transit Award Recommendation Report
Roswell Transit Bid Tabulation

Award Recommendation Report

Award Recommendation for: ITB-26-011 Transit Facility Restroom Remodel

The City of Roswell issued Invitation to Bid (ITB) 26-011 seeking sealed bids from qualified and licensed contractors for the Transit Facility Restroom Remodel Project.

The purpose of this project is to improve the functionality, safety, and accessibility of the existing restroom facilities, ensuring compliance with current ADA standards and building codes.

The scope of work includes demolition of existing restroom components, installation of new plumbing fixtures and accessories, updated partitions, ADA-compliant improvements, and new interior finishes including flooring, walls, and ceilings. The project also includes associated mechanical, electrical, and plumbing work necessary to support the upgraded facilities.

In addition to the restroom remodel, the project includes critical infrastructure improvements such as replacement of the existing water service and sanitary sewer service lines serving the building. This work involves excavation, trenching, installation of new piping, connections to existing systems, testing, and full restoration of disturbed areas. These upgrades are essential to ensure long-term reliability and proper operation of the facility's utilities.

Bids were opened on March 31, 2026, and two bids were received and reviewed:

- White Rock Construction & Services, Inc. from Roswell, NM – $128,410.27 (excluding GRT)
- Pluma, LLC – $288,808.53 (excluding GRT)

After review, White Rock Construction & Services, Inc. submitted the lowest responsive and responsible bid in the amount of $128,410.27, excluding Gross Receipts Tax.

Staff recommends award of ITB-26-011 – Transit Facility Restroom Remodel to White Rock Construction & Services, Inc. for total contract amount $139,030.83, including applicable Gross Receipts Tax.

Sincerely,

Arely Peek
Procurment Officer

BID TABULATION

ITB No. ITB-26-011

Transit Facility Restroom Remodel

RESPONSE DEADLINE: March 31, 2026 at 2:00 pm

VENDOR TOTALS

Vendor	Total
White Rock Construction & Services, Inc.	$128,410.27
Pluma, LLC	$288,808.53

RESTROOM REMODEL

Restroom Remodel				Pluma, LLC	White Rock Construction & Services, Inc.
Selected	Line Item	Description	Unit	Lump Sum Price (Without GRT)	Lump Sum Price (Without GRT)
X	1	Restroom Remodel	Lump Sum	$100,521.71	$88,779.42
Total				$100,521.71	$88,779.42

WATER SERVICE IMPROVEMENTS

Water Service Improvements				Pluma, LLC	White Rock Construction & Services, Inc.
Selected	Line Item	Description	Unit	Lump Sum Price (Without GRT)	Lump Sum Price (Without GRT)
X	2	Water Service Improvements	Lump Sum	$70,832.00	$7,099.44
Total				$70,832.00	$7,099.44

SANITARY SEWER SERVICE IMPROVEMENTS

				Pluma, LLC	White Rock Construction & Services, Inc.
Selected	Line Item	Description	Unit	Lump Sum Price (Without GRT)	Lump Sum Price (Without GRT)
X	3	Sanitary Sewer Service Improvements	Lump Sum	$117,454.82	$32,531.41
Total				$117,454.82	$32,531.41

Finance Committee
Page 306 of 365
City of Roswell

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 26.
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

ACTION REQUESTED:
Consider recommending the adoption of Resolution 26-XX approving a budget adjustment for the fiscal year ending June 30, 2026. (Gomez)

BACKGROUND:
Initiated by: Toni Gomez

The New Mexico Department of Finance Administration (DFA) requires governing body approval for any budget adjustment that increases or decreases revenue or expenditures in the approved budget. The finance department is requesting approval of budget adjustments, as summarized in Exhibit "A", to align the City's FY2025-2026 budget with current funding allocations. These adjustments include updates to various grants, transfers, and departmental budgets.

FINANCIAL CONSIDERATION:
Financial Impact (Revenue & Expense): Budget adjustments are reflected across multiple funds and departments as detailed in Exhibit "A'. The total impact of these adjustments is summarized below:

Revenue: $147,740.12

Expenses: $799,458.20

LEGAL REVIEW:
Budget adjustments are reflected across multiple funds and departments as detailed in Exhibit "A".

BOARD AND COMMITTEE ACTION:
Consider recommending the adoption of Resolution 26-XX approving a budget adjustment for the fiscal year ending June 30, 2026.

STAFF RECOMMENDATION:
Staff recommends considering the adoption of Resolution 26-XX approving a budget adjustment for the fiscal year ending June 30, 2026.

Attachments

Exhibit A
Resolution 26-XX

City of Roswell
Budget Adjustment
May 2026

Fund	Department		Category (Revenue/Expense)	Description	Proposed Adjustment (+/-)
Landfill	Landfill	5201-489100	Revenue	13 Stainlees steel sump drainer-Donated	89,642.88
LEFR	Law Enforcement Retention	2257-443450	Revenue	LERF Grant	58,097.24
					147,740.12
Landfill	Landfill	52014342-817505	Expenditure	13 Stainless steel sump drainer-Donated	89,642.88
LEFR	Law Enforcement Retention	22574119-511110	Expense	LERF Grant	53,968.65
LEFR	Law Enforcement Retention	22574119-551510	Expense	LERF Grant	3,346.05
LEFR	Law Enforcement Retention	22574119-551520	Expense	LERF Grant	782.54
General	Consolidated Dispatch	11014656-817505	Expense	Vertical Carousel	83,758.08
General	Consolidated Dispatch	11014656-614004	Expense	Relocation of Recording Equipment	3,724.00
Roads	Special Electronics	26234325-817506	Expense	Bucket Truck	175,662.00
Solid Waste	Solid Waste	52004341-817505	Expense	Front Load Truck	388,574.00
					799,458.20

RESOLUTION 26-XX

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO, AMENDING THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2026, FOR VARIOUS GRANTS AND OTHER DEPARTMENTS.

WHEREAS, the governing body of the City of Roswell, State of New Mexico, has previously approved a budget for the fiscal year 2025-2026, ending June 30, 2026; and

WHEREAS, the City of Roswell desires to amend said budget for $147,740.12 in revenues and $799,458.20 in expenses, detailed in Exhibit A and summarized below:

- Various Funds: Revenues $147,740.12 and Expenses $799,458.20

WHEREAS, it is the majority opinion of the Governing Body that the proposed amended budget continues to meet fiscal requirements as currently determined for the fiscal year 2025-2026.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, hereby adopts the budget adjustment hereinabove described and respectfully requests approval for the same from the Local Government Division of the Department of Finance and Administration, State of New Mexico.

PASSED, ADOPTED, SIGNED, and APPROVED the 14th day of May 2026.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Approval of Minutes **27.**

Finance Committee
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

DEPARTMENT NAME:
Consider approval of the April 02, 2026, Regular Finance Committee Minutes.

Attachments

Minutes

Regular Meeting of the Finance Committee
City Hall – Mike Mathews Conference Room
425 N. Richardson Ave.
Thursday, April 2, 2026, at 2:00 PM

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

ROLL CALL
This meeting convened at 2:00 PM with Councilor Gass presiding. Councilor Heldenbrand, Councilor Johnson, and Councilor Cavin present, Councilor Halvorson present via GoTo Meeting.

An invocation was given by Councilor Gass.

STAFF PRESENT
Angela Garcia, Amalia Martinez, Mac Rogers, Jeff Bechtel, Enid Costley, Hess Yntema, Toni Gomez, Tammi Smith, Mayor Timothy Z. Jennings, Caroline Brooks, Mike Taylor, Danny Delacerda, Louis Romero, Frank Rincon, Justin Jones, Zachary Lujan, Debbie Reyer, Amanda Dickerson, Omar Gonzalez, Jim Burress, Jamie D. Fierro, Nathaniel Mascarenas, Mike Espiritu, Michael Fry, Alberto Aldana, Christopher Moore, Bobbi Thompson, T.J. Conyers, George Peterson, James Norton, Lee Rogers, Randy Bunch, and Ryan Craine.

GUESTS PRESENT
Rita Kane-Doerhoefer, Del Journey, and Terri Harber

GUESTS ONLINE
ZS, Rita, AM, VS, CG, TV, Vicki, unknown, A. Chaparral, Councilor Arnold, Roswell Infrastructure Meeting, Josh Nairn-Mahan, and (9) guests

APPROVAL OF AGENDA
Councilor Heldenbrand made a motion to approve the agenda. Councilor Cavin seconded the motion. The motion passed 5-0.

NON-ACTION ITEMS

1. Golf – report stands as presented.

2. Visitor Center - report stands as presented.

3. Public Affairs - report stands as presented.

4. Museum Monthly Report - Staff reported receipt of a small grant from the State of New Mexico to develop a portable water exhibit to be available locally and statewide next year. An upcoming community “mix and mingle” event was announced to gather public

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input as planning begins for a new museum. No additional questions or concerns were raised by the Committee.

5. Roswell Public Library Monthly Report - Staff noted that the Children's Garden project has received requisition approval and is awaiting issuance of a purchase order to begin work. Additional outreach efforts, including a brick campaign fundraiser, were highlighted to encourage community participation and support. Committee discussion was limited, with no formal questions raised.

6. Cannabis Excise Tax / Gross Receipts Tax - Staff reported cannabis tax revenues below budget for the month, while gross receipts tax revenues exceeded projections, resulting in a positive variance. It was noted that budget figures do not include flood-related tax revenues, which impacts overall comparisons. Discussion included clarification of variances and overall revenue trends.

7. Solid Waste review of all costs and rates per Ordinance 24-07 - Staff reported improved financial performance compared to the prior year, noting the landfill is trending positively and no longer operating at a deficit. No transfers from other funds have been required this fiscal year. Committee members had minimal questions, and the discussion focused on overall financial stability.

8. Proposed Police Station Discussions – Discussion focused on ongoing facility deficiencies at the Police Department, including drainage issues, structural concerns, and HVAC system failures. Staff outlined potential options, including renovation, relocation, or new construction, with cost considerations ranging significantly. Additional discussion included consideration of a potential new location, with emphasis on long-term needs, site constraints, and supporting future growth and operational efficiency.

9. Procurement Ordinance Discussions - Staff indicated the procurement ordinance is now a City Council item and may be deferred for further consideration. Interim procurement guidance will be distributed to departments to provide clarity through the remainder of the fiscal year. Discussion centered on addressing department concerns and improving consistency in procurement processes.

FLOOD DISASTER UPDATES

10. Staff reported 44 FEMA-obligated projects totaling approximately $26 million, including major items such as the convention center, Spring River corridor fencing, sewer repairs, and police department damages. Reimbursements remain unchanged, and no updates were available on revolving loan fund applications. Discussion focused on prioritization of projects, potential bidding strategies, coordination with FEMA, and estimated timelines, including approximately one year to restore the convention center once funding and design are completed. No changes were reported regarding reimbursement totals.

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ACTION ITEMS

11. Consider the recommendation for approval of PO request for Brasier Asphalt for $1,114,910.16 for pavement milling and overlay on Second Street from Sunset to East City Limit. Presented by Frank Rincon.

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

    Staff presented the project for pavement milling and overlay on Second Street, noting it is primarily state-funded with a City match. Discussion was minimal, with clarification provided on funding and scope of work. No additional concerns were raised by the Committee.

    Councilor Heldenbrand made a motion for the recommendation for approval of PO request for Brasier Asphalt for $1,114,910.16 for pavement milling and overlay on Second Street from Sunset to East City Limit to be placed on the consent agenda. Councilor Cavin seconded the motion. The motion passed 5-0.

12. Consider a recommendation for PO approval to San Bar Construction Corporation in the amount of $99,999.95 which includes GRT for re-striping of City roads. Presented by Frank Rincon.

    Road Department maintenance budget includes $150,000 for city-wide re-striping of streets. Quote was obtained using NMDOT State Wide Price Agreement 60-80500-25-17177. San Bar is currently the lowest bidder on the Price Agreement. This striping work is being scheduled for Spring 2026.

    Staff explained the request for annual road striping services, which are included in the department's budget. Discussion was limited to clarification of the amount and funding source. The Committee had no further questions.

    Councilor Johnson made a motion for the recommendation for PO approval to San Bar Construction Corporation in the amount of $99,999.95 which includes GRT for re-striping of City roads to be placed on the consent agenda. Councilor Heldenbrand seconded the motion. The motion passed 5-0.

13. Consider recommendation for approval of PO request for San Bar for $79,266.13 for replacing pavement striping and markings on Second Street from Sunset to East City Limit. Presented by Frank Rincon.

    City of Roswell was awarded a project under the NMDOT Transportation Project Fund for pavement maintenance on Second Street from Sunset to East City Limits. Quote

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was obtained for replacing pavement striping and markings from San Bar utilizing statewide price agreement 30-80500-22-16995. San Bar is the low-quote vendor on this price agreement.

Staff presented the additional striping and marking work associated with the Second Street project. Discussion was minimal and focused on confirming project scope and funding alignment. No concerns were raised by the Committee.

Councilor Cavin made a motion for the recommendation for approval of PO request for San Bar for $79,266.13 for replacing pavement striping and markings on Second Street from Sunset to East City Limit to be placed on the consent agenda. Councilor Johnson seconded the motion. The motion passed 5-0.

14. Consider recommending Resolution 26-XX for support of projects in response to the NMDOT's January 2026 TPF Funding, Call for Projects. Presented by Louis Romero.

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

1. S. Atkinson Mill & Fill/ADA Capital Project (Brasher to McGaffey), and

2. Garden-McGaffey-Main Pavement Maintenance (Garden from Marker Rd. to McGaffey, McGaffey from Garden to Main, S. Main from McGaffey to Oliver Street).

Staff explained the resolution supports submission of transportation projects for state funding consideration. Discussion was minimal, with clarification that the item is for project support rather than immediate funding allocation. The Committee expressed no additional concerns.

Councilor Heldenbrand made a motion recommending Resolution 26-XX for support of projects in response to the NMDOT's January 2026 TPF Funding, Call for Projects to be placed on the consent agenda. Councilor Cavin seconded the motion. The motion passed 5-0.

15. Consider recommendation of approval of the Roswell-Chaves County Economic Development Corporation funding request of $200,000 for Fiscal Year 2027. Presented by TJ Conyers.

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

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

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

Representatives provided an overview of ongoing economic development efforts, including business recruitment, workforce initiatives, and major projects with significant job and investment potential. The organization reported continued growth in membership and strong regional partnerships. Discussion was limited, with general support expressed for continued funding.

Councilor Cavin made a motion for the recommendation of approval of the Roswell-Chaves County Economic Development Corporation funding request of $200,000 for Fiscal Year 2027 to be placed on the consent agenda. Councilor Johnson seconded the motion. The motion passed 5-0.

16. Consider recommendation of approval of the Roswell Hispano Chamber of Commerce funding request of $26,860 for Fiscal Year 2027. Presented by TJ Conyers.

The requested funding will support programs and initiatives that promote local business development, cultural engagement, and economic vitality in the Roswell community.

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

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

Councilor Gass recommends tabling this item for the next regular Finance Committee meeting to allow for additional review and discussion. No detailed presentation or discussion occurred at this time. Staff indicated the item would return with further information. Councilor Heldenbrand made a motion to table the item. Councilor Cavin seconded the motion. The motion passed 5-0.

DRAFT

17. Consider recommendation of approval of the MainStreet Roswell funding request of $75,000 for Fiscal Year 2027. Presented by TJ Conyers.

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

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

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

    Councilor Gass recommended tabling this item for the next regular Finance Committee meeting to allow for additional review and discussion. A representative from MainStreet Roswell addressed the Committee to highlight ongoing and future projects, including improvements in the railroad district and event planning efforts. Committee members indicated they would meet with staff prior to the next meeting to gather additional information before consideration. Councilor Heldenbrand made a motion to table the item. Councilor Cavin seconded the motion. The motion passed 5-0.

18. Consider the recommendation of a budget adjustment in the amount of $303,033 to purchase vehicles needed for the Water Maintenance Construction Crew from the Water Enterprise cash reserve. Presented by Danny Delacerda.

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

    This purchase will include the following:
    - QTY 2 2026 Chevy Silverado Crew Cab Pickups
    - QTY 1 2026 International Dump Truck
    - QTY 1 2026 Ford F250 Utility Bed Pickup

    Staff explained the need to establish an internal construction crew to reduce reliance on outsourced work, which is significantly more expensive. Equipment and vehicles are being purchased in advance of hiring to ensure readiness for the next fiscal year. Discussion included timing of procurement and available cash reserves.

    Councilor Johnson made a motion for the recommendation of a budget adjustment in the amount of $303,033 to purchase vehicles needed for the Water Maintenance

Construction Crew from the Water Enterprise cash reserve to be placed on the consent agenda. Councilor Heldenbrand seconded the motion. The motion passed 5-0.

19. Consider the recommendation of a budget adjustment in the amount of $714,316.51 to purchase equipment needed for the Water Maintenance Construction Crew from the Water Enterprise Fund cash reserves. Presented by Danny Delacerda.

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

    This purchase will include the following:
    - QTY 1 2026 Cat Loader
    - QTY 2 Sykes Pumps
    - QTY 2 Backhoes
    - QTY 1 Hydra-Stop Valve Insertion Equipment

    Staff explained the need to establish an internal construction crew to reduce reliance on outsourced work, which is significantly more expensive. Discussion included equipment needs, timing of procurement, and available funding from enterprise reserves.

    Councilor Johnson made a motion for the recommendation of a budget adjustment in the amount of $714,316.51 to purchase equipment needed for the Water Maintenance Construction Crew from the Water Enterprise Fund cash reserves. Councilor Cavin seconded the motion. The motion passed 5-0.

20. Consider the recommendation of a budget adjustment and approval to issue a purchase order through Sourcewell Contract #101221-VAC to Vac-Con, Inc., in the amount of $580,527.77 from the Wastewater Enterprise cash reserves. Presented by James Norton.

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

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

    Discussion included confirmation that the cooperative contract had been extended and remained valid. No additional concerns were raised by the Committee.

    Councilor Cavin made a motion for the recommendation of a budget adjustment and approval to issue a purchase order through Sourcewell Contract #101221-VAC to Vac-Con, Inc., in the amount of $580,527.77 from the Wastewater Enterprise cash reserves

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to be placed on the consent agenda. Councilor Johnson seconded the motion. The motion passed 5-0.

21. Consider the recommendation of a budget adjustment and approval to issue a purchase order to Wagner Equipment Co. under Sourcewell Contract #011723-CAT, in the amount of $202,041.27, for the purchase of a Caterpillar 920 wheel loader from the Wastewater Enterprise cash reserves. Presented by James Norton.

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

    Discussion was minimal and focused on confirmation of contract details and funding source. No additional questions were raised by the Committee.

    Councilor Heldenbrand made a motion for the recommendation of a budget adjustment and approval to issue a purchase order to Wagner Equipment Co. under Sourcewell Contract #011723-CAT, in the amount of $202,041.27, for the purchase of a Caterpillar 920 wheel loader from the Wastewater Enterprise cash reserves to be placed on the consent agenda. Councilor Johnson seconded the motion. The motion passed 5-0.

22. Consider a recommendation for a budget adjustment and approval to authorize early loan payoff to eliminate debt obligations and maximize cost savings by avoiding future interest in the amount of $1,695,762.11 from the Public Safety Fund. Presented by Derek Washichek.

    The Roswell Fire Department currently has apparatus financed through PNC Bank with an outstanding balance of $2,009,520.31. Following the scheduled payment in the next fiscal year, the remaining balance would be reduced to $1,695,762.20.

    In addition to the financial considerations, several of the apparatuses under this loan were destroyed during the October 2024, flood event. Despite the loss of these vehicles, the City remains financially obligated for the associated debt.

    Paying off the remaining loan balance would resolve these outstanding obligations, follow our 5-year plan, and ensure the City is no longer making payments on apparatus that are out of service.

    This proposal provides an opportunity to eliminate debt tied to both existing and destroyed apparatus, avoid future interest payments, and secure full ownership of currently deployed frontline equipment.

DRAFT

Staff explained the request to pay off debt on the fire apparatus damaged during the flood to obtain titles and reduce interest costs. The City is currently facing a contractual timing issue, and early payoff would resolve compliance concerns. Discussion included clarifying funding sources, FEMA reimbursement expectations, and moving forward now with the payoff rather than waiting next fiscal year to make the final payment.

Councilor Cavin made a motion, as amended, to recommend approval to fully satisfy the debt obligation of the loan in the total amount of $2,009,520.31, utilizing $1,695,762.11 from the Public Safety Fund and the remaining balance from the Fire Fund to be placed on the consent agenda. Councilor Heldenbrand seconded the motion. The motion passed 5-0.

23. Approval to award RFP 26-005 for Ground EMS Billing Services to EMS Management & Consultants, Inc. Presented by Randy Bunch.

    Requesting approval to award RFP 26-005 for Ground EMS Billing Services to EMS Management & Consultants, Inc. The City issued RFP 26-005 seeking proposals from qualified vendors to provide comprehensive EMS billing and revenue cycle management services for the Roswell Fire Department. These services include claim preparation, submission, denial management, payment posting, customer service, compliance reporting, and collections.

    Staff presented the results of the RFP process for ground EMS billing services and recommended an award to EMS Management & Consultants, Inc. based on qualifications and experience. Discussion included confirmation of the evaluation process, service capabilities, and transition considerations. No significant concerns were raised by the Committee.

    Councilor Johnson made a motion for the recommendation for approval to award RFP 26-005 for Ground EMS Billing Services to EMS Management & Consultants, Inc., to be placed on the consent agenda. Councilor Cavin seconded the motion. The motion passed 5-0.

24. Consider the recommendation for a budget adjustment for $50,075.76, and approval to award the proposed estimate to White Rock Construction & Services, Inc. for the renovation of RFD Station 5 for $150,075.76. Presented by Derek Washichek.

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

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Staff presented the project to improve accommodations for female firefighters, including facility modifications. Discussion included clarification on tax applicability and cost breakdown. Committee members expressed general support.

Councilor Heldenbrand made a motion for the recommendation for a budget adjustment up to $50,075.76, and approval to award the proposed estimate to White Rock Construction & Services, Inc. for the renovation of RFD Station 5 up to $150,075.76 to be placed on the consent agenda. Councilor Cavin seconded the motion. The motion passed 5-0.

25. Consider the recommendation for a budget adjustment and approval to issue a purchase order to Wagner Equipment Co. under Sourcewell Contract #011723-CAT, in the amount of $150,384.00, for a Caterpillar 420 backhoe for South Park Cemetery. Presented by Jim Burress.

    South Park Cemetery has been operating with its current backhoe loader for approximately seven years. In the event of unexpected equipment failure, the cemetery does not have backup equipment available, which could impact daily operations and service delivery.

    The purchase of a new Caterpillar 420 backhoe will ensure continued operational efficiency, reduce downtime, and provide reliable equipment to support cemetery maintenance activities.

    Staff presented the request for a budget adjustment and purchase of a backhoe to support operations at South Park Cemetery. Discussion included confirmation of the Sourcewell cooperative contract and the need for the equipment to maintain cemetery operations. No significant concerns were raised by the Committee.

    Councilor Cavin made a motion for the recommendation for a budget adjustment and approval to issue a purchase order to Wagner Equipment Co. under Sourcewell Contract #011723-CAT, in the amount of $150,384.00, for a Caterpillar 420 backhoe for South Park Cemetery to be placed on the consent agenda. Councilor Heldenbrand seconded the motion. The motion passed 5-0.

26. Consider the recommendation of budget adjustment in the amount of $34,990.79, and approval to purchase the replacement of two compressors on the VRV system at the Recreation Center. Presented by Jim Burress.

    Replacement of the two compressors, A1 and A2, on the VRV system. This includes cleaning and flushing the refrigerant system, adding filter canisters and filters, new refrigerants, system startup, and checkout.

    Staff presented the need to replace two compressors on the VRV system, including system cleaning, refrigerant replacement, and startup. Discussion focused on system condition and the urgency of repairs. Funding options were discussed,

DRAFT

including consideration of transferring funds rather than a standard budget adjustment.

Councilor Heldenbrand made a motion for the recommendation of a budget adjustment in the amount of $34,990.79, and approval to purchase the replacement of two compressors on the VRV system at the Recreation Center from the Recreation Center Fund Cash Balance to be placed on the consent agenda. Councilor Cavin seconded the motion. The motion passed 5-0.

27. Consider approval of a purchase order in the amount of $123,185 for conservation of two-dimensional collection items by The Conservation Center. Presented by Caroline Brooks.

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

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

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

    Councilor Johnson made a motion to recommend approval of a purchase order in the amount of $123,185 for the conservation of two-dimensional collection items by The Conservation Center, to be placed on the consent agenda. Councilor Heldenbrand seconded the motion. The motion passed 5-0.

28. Consider the recommendation of a budget adjustment and approval to issue a purchase order to RoofCare Services through CES Contract #2026-05-G1123-ALL, in the amount of $75,669.45, for City Hall roof renovation services for the entirety of the building’s roof. Presented by Nathaniel Mascarenas

DRAFT

The existing TPO roofing system exhibits advanced signs of aging and weathering, including membrane brittleness, surface cracking, and seam separation. Prolonged UV exposure and loss of flexibility have compromised the integrity of the membrane, resulting in active water infiltration.

Ponding water is also present in the central roof area near HVAC units, further accelerating membrane deterioration. Based on these conditions, the roofing system has reached the end of its service life and requires renovation to prevent continued water intrusion and associated damage.

Staff explained that the roof system has deteriorated and is experiencing water infiltration. Replacement is necessary to prevent further damage. Discussion was minimal.

Councilor Heldenbrand made a motion for the recommendation of a budget adjustment and approval to issue a purchase order to RoofCare Services through CES Contract #2026-05-G1123-ALL, in the amount of $75,669.45, for City Hall roof renovation services for the entirety of the building's roof to be placed on the consent agenda. The motion passed 5-0.

29. Consider approval of the purchase of one (1) John Deere Broce RJT350 Sweeper from 4 Rivers Equipment for airport runway and taxiway maintenance, in the amount of $77,706.98, utilizing the CES Cooperative Contract 2022-10-C102-ALL. Presented by Omar Gonzalez.

    The Broce RJT350 sweeper will be used to remove debris from runways and taxiways prior to rubber removal operations, improving surface conditions and extending the lifespan of existing equipment.

    Proper surface preparation is critical for effective rubber removal. Utilizing the sweeper will enhance operational efficiency, reduce wear on the Cyclone 4600 rubber removal machine, and support consistent maintenance of airport surfaces.

    Councilor Heldenbrand made a motion for the recommendation of approval of the purchase of one (1) John Deere Broce RJT350 Sweeper from 4 Rivers Equipment for airport runway and taxiway maintenance, in the amount of $77,706.98, utilizing the CES Cooperative Contract 2022-10-C102-ALL to be placed on the consent agenda. Councilor Cavin seconded the motion. The motion passed 5-0.

30. Consider approval for airfield painting and striping services with Desert West Enterprises, LLC, at the Roswell Air Center, in the amount of $377,891.20, through CES Cooperative Contract 2026-06-R1239-ALL. Presented by Omar Gonzalez

    The City of Roswell received funding from the New Mexico Department of Transportation (NMDOT) to support runway and taxiway striping at the Roswell Air

DRAFT

Center. During a recent FAA inspection, deficiencies were identified in the condition of existing pavement markings. Addressing these deficiencies is necessary to maintain compliance with FAA standards.

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

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

Councilor Cavin made a motion for the recommendation for the approval, as amended, for airfield painting and striping services with Desert West Enterprises, LLC, at the Roswell Air Center, in the updated amount of $438,921.41, through CES Cooperative Contract 2026-06-R1239-ALL to be on the consent agenda. Councilor Johnson seconded the motion. The motion passed 5-0.

31. Consider approval of the request to perform the following work for BLM Taxiway L. A change order has been set in place in the amount of $135,144.69. Presented by Omar Gonzalez.

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

Discussion was minimal and no concerns were raised.

Councilor Heldenbrand made a motion for the recommendation of approval of the request to perform the following work for BLM Taxiway L. A change order has been set in place in the amount of $135,144.69 to be placed on the consent agenda. Councilor Johnson seconded the motion. The motion passed 5-0.

32. Consider the recommendation of a budget adjustment of $12,595.25 and approval of the installation of flooring replacement and abatement for the City Hall Administration offices in the amount of $22,572.84. Presented by Amalia Martinez.

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

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public. The flooring replacement and abatement will be coordinated to address both the safety concerns and regulatory requirements efficiently.

Discussion was minimal and no concerns were raised.

Councilor Cavin made a motion for the recommendation of a budget adjustment of $12,595.25 and approval of the installation of flooring replacement and abatement for the City Hall Administration offices in the amount of $22,572.84. Councilor Heldenbrand seconded the motion. The motion passed 5-0.

33. Consider recommending the adoption of Resolution 26-XX approving a budget adjustment for the fiscal year ending June 30, 2026. Presented by Toni Gomez.

    The New Mexico Department of Finance Administration (DFA) requires governing body approval for any budget adjustment that increases or decreases revenue or expenditures in the approved budget. The finance department is requesting approval of budget adjustments, as summarized in Exhibit "A", to align the City's FY2025-2026 budget with current funding allocations. These adjustments include updates to various grants, transfers, and departmental budgets.

    Staff noted updates to revenue and expenditures, including the addition of grant funding and adjustments related to prior items. Total revenue adjustments were $538,035.00 and total expenditures were $4,307,171.62.

    Councilor Heldenbrand made a motion recommending the adoption of Resolution 26-XX approving a budget adjustment for the fiscal year ending June 30, 2026, to be placed on the consent agenda. Councilor Johnson seconded the motion. The motion passed 5-0.

    FOR THE RECORD – Councilor Cavin left at 3:27 p.m.

34. Request approval for ratification of the five-year strategic plan within the Roswell Fire Department. Presented by Derek Washichek.

    Five-year plan was presented in September 2025. Now moving to request ratification of our five-year plan.

    Councilor Heldenbrand made a motion to approve the ratification of the five-year strategic plan with the Roswell Fire Department. Councilor Johnson seconded the motion. The motion passed 4-0.

35. Consider recommending approval of the RPD Five-Year Strategic Plan for ratification. Presented by Alberto Aldana

    The Roswell Police Department proposed the 5-Year Strategic Plan. This will provide the community and the city council members with a view of the future of the Roswell Police Department and its intent for the next five years.

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Councilor Heldenbrand asked how the City could strengthen the Neighborhood Watch group.

Councilor Johnson made a motion to ratify the five-year strategic plan with the Roswell Police Department. Councilor Heldenbrand seconded the motion. The motion passed 4-0

36. Request for committee ratification and approval of the proposed five-year business plan to guide organizational direction and long-term planning.

    Roswell Air Center's five-year business plan, designed to guide organizational growth, financial sustainability, and strategic development.

    Councilor Heldenbrand made a motion to ratify the five-year strategic plan with the Roswell Air Center Department. Councilor Johnson seconded the motion. The motion passed 4-0.

37. Consider ratification of Engineering, Streets, and Special Electronics 5-Year Plans.

    Finance Committee review and ratification of 5-year plan for Engineering, Streets, and Special Electronics.

    Councilor Johnson made a motion to ratify the five-year strategic plan with the Engineering, Streets, and Special Electronics. Councilor Heldenbrand seconded the motion. The motion passed 4-0

    FOR THE RECORD – Councilor Halvorson left at 3:55 p.m.

38. Consider ratification of the Solid Waste Department Five Year Plan for Fiscal Years FY27–FY31.

    This item was presented at the September 4, 2025 Finance Committee. We have been directed to bring the item forward for consideration of ratification.

    Councilor Johnson made a motion to ratify the five-year strategic plan with the Solid Waste Department. Councilor Heldenbrand seconded the motion. The motion passed 3-0

39. Consider recommending approval of the Parks & Recreation 5 - year plans for ratification.

    Five - year plans were presented on February 3, 2026. Parks & recreation are now moving to request ratification of our five - year plans.

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Discussion included revisions to the plan, including removal of certain components and adjustments to staffing considerations.

Councilor Heldenbrand made a motion to ratify the five-year strategic plan with the Parks & Recreation Department as amended. Councilor Johnson seconded the motion. The motion passed 3-0.

40. Ratification of Water's 5-year plan to guide capital improvements, operational priorities and regulatory compliance.

    In 2025, this plan was formally presented to the Finance Committee for review and discussion.

    Councilor Heldenbrand made a motion to ratify the five-year strategic plan with the Water Department. Councilor Johnson seconded the motion. The motion passed 3-0.

41. Discussion and direction on next steps for the proposed FY27 budget and recommendations that were made at the Infrastructure Committee meeting.

    Per Resolution 25-50, the FY27 Proposed Budget was presented at the March 16, 2026, Infrastructure Committee Meeting. The Infrastructure Committee reviewed and made recommendations for the departments that report to the committee. The departments are listed below.

    - Adult Center
    - Cemetery
    - Central Control
    - Engineering
    - Facility Maintenance
    - Fleet Maintenance/Transit
    - Parks & Recreation
    - Solid Waste
    - Special Electronics/Streets
    - Spring River Zoo
    - Water Maintenance & Transmission
    - WWTP & Sewer

    Committee members discussed the process for reviewing the full FY27 budget, including scheduling special meetings. The goal is to finalize recommendations for Council consideration in May 2026. Discussion emphasized timeline constraints and thorough review.

    The Committee referred this item to a Special Finance Committee meeting scheduled for April 27, 2026, and April 28, 2026, at 9:00 AM.

DRAFT

42. Discussion and direction on next steps for the proposed FY27 budget and recommendations that were made at the Public Safety Committee meeting.

    Per Resolution 25-50, the Proposed Budget was presented at the March 17, 2026, Public Safety Committee Meeting. The Public Safety Committee reviewed the FY24 Proposed Budget for the departments that report to the committee. No recommended changes to the proposed budget were made. The departments are listed below.

    - Animal Control
    - Code Enforcement
    - Consolidated Dispatch
    - Emergency Management
    - Fire
    - Police

    The Committee referred this item to a Special Finance Committee meeting scheduled for April 27, 2026, and April 28, 2026, at 9:00 AM.

43. Discussion and direction on next steps for the proposed FY27 budget and recommendations that were made at the Legal Committee meeting.

    Per Resolution 25-50, the FY27 Proposed Budget was presented at the March 26, 2026, Legal Committee Meeting.

    The Legal Committee reviewed and made recommendations for the departments that report to the committee. The departments are listed below.

    - Airport
    - City Clerk
    - Community Development
    - Human Resources
    - Safety

    The Committee referred this item to a Special Finance Committee meeting scheduled for April 27, 2026, and April 28, 2026, at 9:00 AM.

44. Consider recommending approval of the FY27 Proposed Budget.

    Per Resolution 25-50, the City Manager has presented the FY27 Proposed Budget to the Infrastructure, Legal, and Public Safety Committee for review. These committees were responsible for reviewing departmental budgets and referring their recommendations to the Finance Committee.

    The Finance Committee serves as the next step in the budget process and is tasked with reviewing committee recommendations and providing direction toward the development of the preliminary budget to be presented in May 2026, in accordance with the established timeline.

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The Committee tabled this item to a Special Finance Committee meeting scheduled for April 27, 2026, and April 28, 2026, at 9:00 AM.

APPROVAL OF MINUTES

45. Consider recommendation approval of the March 5, 2026, Regular Finance Committee Minutes.

Councilor Heldenbrand made a motion for the recommendation approval of the March 5, 2026, Regular Finance Committee Minutes. Councilor Johnson seconded the motion. The motion passed 3-0.

PUBLIC PARTICIPATION

Randy Bunch encouraged everyone to sign up with Trans Arrow as a citizen to receive free medical air service.

ADJOURN

The meeting adjourned at 4:15 PM.

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ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 28.
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

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

BACKGROUND:
Initiated by: TJ Conyers

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

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

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

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

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

LEGAL REVIEW:
The City Attorney has reviewed the contract renewal.

BOARD AND COMMITTEE ACTION:
None

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

Attachments

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

01.29.2026 Board of Directors Meeting

Monday, March 9, 2026

City of Roswell
Mayor and City Council
Roswell, New Mexico

Dear Mayor Jennings and Council Members,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thank you for your continued support.

Respectfully,



John Erard
President

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

	FY 2026-2027 Estimated Expenses		
EXPENSE	**Small Business Support Programs**		
EXPENSE	Business Growth & Operations System Initiative (9 Small-business training workshops)	$ 4,860.00	
EXPENSE	Vendor to Member Initiative (6 Sessions)	$ 2,000.00	$ 6,860.00
	Business Engagement Programs		
EXPENSE	Lapsed Member Workshops (4)	$ 2,000.00	
EXPENSE	Relationship Development	$ 1,000.00	$ 3,000.00
EXPENSE	**Tourism & Visitor Economy Programs**		
EXPENSE	Tourism Best Practices Workshops (4)	$ 4,000.00	$ 4,000.00
EXPENSE	**Marketing & Communications**		
EXPENSE	Contact Management	$ 500.00	
EXPENSE	Printing	$ 1,000.00	
EXPENSE	Graphic content	$ 500.00	
EXPENSE	Social Media	$ 600.00	$ 2,600.00
EXPENSE	**Other Expenses**		
EXPENSE	Contingency	$ 1,000.00	
EXPENSE	Membership Coordinator Wages ($15 / Hr.)	$ 7,800.00	
EXPENSE	Payroll Taxes	$ 600.00	
EXPENSE	Supplies	$ 1,000.00	$ 10,400.00
	Total FY 2027 RHCC Funding Request		$ 26,860.00

RHCC Program & Impact Overview

Projected Annual Community Impact

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

FY2027 RHCC Community Program & Impact Overview

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

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

1. Small Business Growth

Goal: Help Roswell small businesses grow and increase revenue.

Program:

Business Growth & Operations System (BGOS)

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

Activity:

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

Expected Impact:

- 50+ businesses participating
- Improved operational capacity and competitiveness

2. Business Engagement

Goal: Build a strong local business network.

Programs

Lapsed Member Initiative

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

Vendor-to-Member Initiative

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

Projected Activity

- ~100 businesses participating

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

Operational Structure

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

3. Visitor Economy Development

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

Programs:

Tourism Best Practices Initiative

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

Pilot Program – Lodging Partner Initiative

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

Projected Activity

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

PiñataFest-Roswell Cultural Event & Visitor Platform

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

Pilot Program – Separate PiñataFest-Roswell Website

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

Projected Activity

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

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

Dear Mr. Narayan,

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

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

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

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

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

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

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

Respectfully,

John Erard
President

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Expansion of Educational Scope

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

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

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

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

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

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

2. No Change to Compensation

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

3. All Other Terms Remain in Effect

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

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

CITY OF ROSWELL

By: Kess Yuteva

Name:

Title: City manager

Date: 3-24-26

Approved as to Form:

Christopher J. Nairn_Mahan, City Attorney

ROSWELL HISPANO CHAMBER OF COMMERCE

By: _____

John Erard

Title: _____

Date: _____

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

	FY 2026-2027 Estimated Expenses			
EXPENSE	**Small Business Support Programs**			
EXPENSE	Business Growth & Operations System Initiative (9 Small-business training workshops)	$ 4,860.00		
EXPENSE	Vendor to Member Initiative (6 Sessions)	$ 2,000.00	$	6,860.00
	Business Engagement Programs			
EXPENSE	Lapsed Member Workshops (4)	$ 2,000.00		
EXPENSE	Relationship Development	$ 1,000.00	$	3,000.00
EXPENSE	**Tourism & Visitor Economy Programs**			
EXPENSE	Tourism Best Practices Workshops (4)	$ 4,000.00	$	4,000.00
EXPENSE	**Marketing & Communications**			
EXPENSE	Contact Management	$ 500.00		
EXPENSE	Printing	$ 1,000.00		
EXPENSE	Graphic content	$ 500.00		
EXPENSE	Social Media	$ 600.00	$	2,600.00
EXPENSE	**Other Expenses**			
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EXPENSE	Membership Coordinator Wages ($15 / Hr.)	$ 7,800.00		
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Acting City Attorney
City of Roswell

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

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

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

- Increase capture of visitor spending and improve length-of-stay conversion strategies
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Our objective remains consistent: strengthen business execution across Chaves County so that more locally generated revenue — from tourism, regional trade, and everyday commerce — is captured, retained, and reinvested within our community.

Respectfully,

John Erard
President

01.29.2026 Board of Directors Meeting

Monday, March 9, 2026

City of Roswell
Mayor and City Council
Roswell, New Mexico

Dear Mayor Jennings and Council Members,

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

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

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

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

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

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

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

01.29.2026 Board of Directors Meeting

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

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

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

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

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

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

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

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

Thank you for your continued support.

Respectfully,

John Erard
President

Dear Josh,

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

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

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

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

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

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

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

John Erard
President
Roswell Hispano Chamber of Commerce

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

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 29.
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

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

BACKGROUND:
Initiated by TJ Conyers

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

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

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

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

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

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

BOARD AND COMMITTEE ACTION:
None

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

Attachments

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

MAINSTREET ROSWELL

Proposed Budget - MainStreet Roswell, Inc
2026

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

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

Budget vs. Actuals_Budget_FY25_P&L__Report

January 1-December 31, 2025

DISTRIBUTION ACCOUNT	TOTAL			
	ACTUAL	BUDGET	MONEY REMAINING	PERCENT REMAINING
Income				
42000 Spring Fund Raiser	$0.00	$0.00	$0.00	
42105 Spring Fund Raiser Donation	125.00	0.00	-125.00	
Total for 42000 Spring Fund Raiser	**$125.00**	**$0.00**	**-$125.00**	
42101 Fundrasing Events	$0.00	$0.00	$0.00	
42102 Ticket Sales	815.00	0.00	-815.00	
42103 Fund raising proceeds	0.00	5,000.00	5,000.00	100.0 %
Total for 42101 Fundrasing Events	**$815.00**	**$5,000.00**	**$4,185.00**	**83.7 %**
43400 Direct Public Support	$0.00	$0.00	$0.00	
43410 PSA with City	75,000 ~~56,250.00~~	75,000.00	18,750.00	25.0 %
Total for 43400 Direct Public Support	**$56,250.00**	**$75,000.00**	**$18,750.00**	**25.0 %**
45000 Investments	$0.00	$0.00	$0.00	
45030 Interest-Savings, Short-term CD	55.60	100.00	44.40	44.4 %
Total for 45000 Investments	**$55.60**	**$100.00**	**$44.40**	**44.4 %**
46500 UFO/Alien Fest	$0.00	$0.00	$0.00	
46501 UFO Alien Fest Vendors	37,465.00	30,000.00	-7,465.00	-24.88 %
46502 UFO/Alien Fest Sponsorship	56,500.00	15,000.00	-41,500.00	-276.67 %
46503 UFO/Alien Fest Merchandise	8,176.01	0.00	-8,176.01	
46508 Lodgers Tax Reimbursement	20,000.00	20,000.00	0.00	0.0 %
46505 UFO/Alien Fest Donations	0.00	500.00	500.00	100.0 %
46512 UFO/Alienfest In Kind donation	0.00	200.00	200.00	100.0 %
56504 City of Roswell Reimb. Gen. Fun	0.00	50,000.00	50,000.00	100.0 %
Total for 46500 UFO/Alien Fest	**$122,141.01**	**$115,700.00**	**-$6,441.01**	**-5.57 %**
46600 Holiday Events & Other Events	$0.00	$0.00	$0.00	
46601 Holiday Lights Donations	1,000.00	15,000.00	14,000.00	93.33 %
46605 Holiday Events Sponsor	1,000.00	1,500.00	500.00	33.33 %
46604 Holiday Events Vendors	0.00	1,200.00	1,200.00	100.0 %
Total for 46600 Holiday Events & Other Events	**$2,000.00**	**$17,700.00**	**$15,700.00**	**88.7 %**
47500 Farmers Market Income	$2,891.00	$0.00	-$2,891.00	
47501 Farmers Market Income	-584.97	5,200.00	5,784.97	111.25 %
Total for 47500 Farmers Market Income	**$2,306.03**	**$5,200.00**	**$2,893.97**	**55.65 %**
49000 Caps to Benches	350.00	0.00	-350.00	
46300 ChileCheese	$0.00	$0.00	$0.00	
46301 Chile Cheese Vendor Fee	0.00	900.00	900.00	100.0 %
46302 Chile Cheese Sponsorship	0.00	2,000.00	2,000.00	100.0 %
Total for 46300 ChileCheese	**$0.00**	**$2,900.00**	**$2,900.00**	**100.0 %**

Budget vs. Actuals_Budget_FY25_P&L__Report

January 1-December 31, 2025

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

Budget vs. Actuals_Budget_FY25_P&L__Report

January 1-December 31, 2025

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

Budget vs. Actuals_Budget_FY25_P&L__Report

January 1-December 31, 2025

DISTRIBUTION ACCOUNT	TOTAL			
	ACTUAL	BUDGET	MONEY REMAINING	PERCENT REMAINING
66125 Contests	$0.00	$0.00	$0.00	
66126 Parade Contest Winners	216.71	250.00	33.29	13.32 %
Total for 66125 Contests	**$216.71**	**$250.00**	**$33.29**	**13.32 %**
66200 Caps to Benches Expenses	$0.00	$0.00	$0.00	
66201 Bench Purchase	-350.00	0.00	350.00	
Total for 66200 Caps to Benches Expenses	**-$350.00**	**$0.00**	**$350.00**	
68300 Travel and Meetings	$0.00	$0.00	$0.00	
68310 Conference, Convention, Meeting	116.47	100.00	-16.47	-16.47 %
68320 Travel and Meals	92.79	700.00	607.21	86.74 %
Total for 68300 Travel and Meetings	**$209.26**	**$800.00**	**$590.74**	**73.84 %**
Payroll Expenses	$0.00	$0.00	$0.00	
Taxes	2,825.30	1,000.00	-1,825.30	-182.53 %
Wages	9,441.68	10,000.00	558.32	5.58 %
Total for Payroll Expenses	**$12,266.98**	**$11,000.00**	**-$1,266.98**	**-11.52 %**
65008 Bank Fees	0.00	1,200.00	1,200.00	100.0 %
65070 Chile Chesse Festival	$0.00	$0.00	$0.00	
65072 Chile Cheese Entertainment	0.00	500.00	500.00	100.0 %
65073 Chile Cheese Rentals	0.00	350.00	350.00	100.0 %
65074 Chile Cheese Supplies	0.00	800.00	800.00	100.0 %
Total for 65070 Chile Chesse Festival	**$0.00**	**$1,650.00**	**$1,650.00**	**100.0 %**
Uncategorized Expense	0.00	400.00	400.00	100.0 %
Total for Expenses	**$159,865.30**	**$221,320.00**	**$61,454.70**	**27.77 %**
Net Operating Income	~~**$24,177.34**~~ $42,927.34	**$855.00**	**-$23,322.34**	**-2727.76 %**
Other Income	0.00	0.00	0.00	
Other Expenses	0.00	0.00	0.00	
Net Other Income	**$0.00**	**$0.00**	**$0.00**	
Net Income	~~**$24,177.34**~~ $42.927.34	**$855.00**	**-$23,322.34**	**-2727.76 %**

Management Report

MainStreet Roswell

For the period ended February

Prepared by

Rosario (Rosy) Rubio

Prepared on

March 26, 2026

Table of Contents

Statement of Activity 3

Statement of Financial Position 5

Statement of Activity YTD Comparison 7

Statement of Activity

February 2026

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

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

Statement of Financial Position

As of February 28, 2026

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

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

Statement of Activity YTD Comparison

February 2026

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

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

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

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

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

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

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

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

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

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

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

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 30.
Meeting Date: 05/07/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

ACTION REQUESTED:
Consider recommending approval of the FY27 Proposed Budget.

BACKGROUND:
Per Resolution 25-50, the City Manager has presented the FY27 Proposed Budget to the Infrastructure, Legal, and Public Safety Committee for review. These committees were responsible for reviewing departmental budgets and referring their recommendation to the Finance Committee.

The Finance Committee serves as the next step in the budget process and is tasked with reviewing committee recommendations and providing direction toward the development of the preliminary budget to be presented in May, in accordance with the established timeline.

FINANCIAL CONSIDERATION:
FY27 Proposed Budget

LEGAL REVIEW:
Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
The FY27 Proposed Budget was presented at the March 16, 2026, Infrastructure Committee, the March 17, 2026, Public Safety Committee, and the March 26, 2026, Legal Committee.

STAFF RECOMMENDATION:
Staff recommends discussion and direction from the Finance Committee on next steps for the FY27 Proposed Budget in alignment with the timeline and process established in Resolution 25-50.