



FINANCE COMMITTEE AGENDA

Thursday, September 3, 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: Riley Armstrong
Member: Juliana Halvorson
Member: Darrell Johnson
Staff Liaison: Tammi Smith

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

NON-ACTION ITEMS

1. Golf July Report
2. Roswell Visitor Center
3. Public Affairs
4. Museum Monthly Report
5. Roswell Public Library
6. Lodgers Tax
7. Cannabis Excise Tax
Gross Receipts Tax
8. Study options/possibilities for the City to create an internal LEDA Fund.
9. Internal Auditor Discussions

FLOOD DISASTER UPDATES

10. Flood Disaster Update

ACTION ITEMS

11. Consider recommending for approval of a budget adjustment in the amount of \$55,757.83 and approval to purchase a new septic system from TLC for the amount of \$105,757.83 utilizing state contract 30-00000-23-00084BA. (Chaparro)
12. Consider recommending to full Council adoption of Resolution 26-XX to dispose of certain

surplus property listed on the attachment. (Hicks)

13. Consider recommending approval of a budget adjustment in the amount of \$2,000,000 and approval to purchase FEMA claims consulting from DRS, Disaster Recovery Services. (Rogers)
14. Consider adoption of Resolution 26-XX Roswell Transit FY2028 Financial Commitment. (Hicks)
15. Recommend Resolution 26-XX Regarding A New Multi-Generational Area, the Spring River Zoo, Roswell Adult Center, and Peppermint Park. (Yntema)
16. Consider recommending the adoption of Resolution 26-XX for disclosing unauthorized disbursements and corrective action. (Gass)
17. Consider recommending the adoption of Resolution 26-XX approving a budget adjustment for the fiscal year ending June 30, 2027. (Gomez)

APPROVAL OF MINUTES

18. Consider approval of the August 10, 2026, Regular Finance Committee Minutes.

PUBLIC PARTICIPATION

ADJOURN

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

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

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 at least one week prior to the meeting or Clerk at 575-624-6700 if a summary of other type of accessible format is needed. **Printed and posted on Monday, August 31, 2026.**

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**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 1.

Finance Committee

Meeting Date: 09/03/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Golf July Report

Attachments

Golf July Report



GOLF – July, 2026

Category	Qty	Subtotal	Cost	Profit
Alcohol / Beer	801	\$3,346.02	\$1,100.43	\$2,245.57
Alcohol / Liquor	483	\$2,388.35	\$648.08	\$1,740.18
Food and Beverage / Drinks	566	\$1,242.96	\$438.61	\$804.59
Food and Beverage / Snacks	574	\$1,240.56	\$483.05	\$757.61
Golf / Green Fees	1,264	\$9,479.61	\$0.00	\$9,479.61
Golf / Memberships	69	\$29,733.32	\$0.00	\$30,033.32
Golf / Services (GHIN & Club Storage)	6	\$685.74	\$0.00	\$685.74
Golf Carts	1,007	\$17,084.52	\$0.00	\$17,112.52
Merchandise / Accessories	94	\$1,112.42	\$614.76	\$497.56
Merchandise / Apparel	1	\$71.43	\$57.50	\$13.93
Merchandise / Clubs	6	\$1,880.96	\$1,457.30	\$423.66
Merchandise/ Footwear	0	\$0.00	\$0.00	\$0.00
Merchandise/ Gloves	21	\$409.56	\$249.24	\$160.32
Merchandise/ Golf Bags	0	\$0.00	\$0.00	\$0.00
Merchandise/ Golf Balls	162	\$2,001.84	\$1,261.36	\$740.51
Merchandise/ Headwear	7	\$233.32	\$139.26	\$94.04
Range Balls	292	\$1,588.96	\$0.00	\$1,588.96
Rental Club Fees	11	\$156.21	\$0.00	\$156.21
Tournament Credit Book	5	\$0.00	\$0.00	\$675.00
Tournament Fees	0	\$0.00	\$0.00	\$0.00

Jan-26	5369	\$72,655.78	\$6,449.59	\$67,209.33	Profit
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TOTAL

\$77,290.50

Gross
Revenue

PRO SHOP REVENUES FISCAL YEAR 2025-2026

July 1, 2026 - June 30, 2027							
	Month	Qty	Subtotal	Subtotal w/o Tax	Cost	Profit	Gross Revenue
	Jul-26	14,079	\$101,717.10	\$96,632.20	\$15,453.60	\$104,951.59	\$125,489.00
	Aug-26						
	Sep-26						
	Oct-26						
	Nov-26						
	Dec-26						
	Jan-27						
	Feb-27						
	Mar-27						
	Apr-27						
	May-27						
	Jun-27						
	Fiscal Year	53517	\$101,717.10	\$96,632.20	\$15,453.60	\$104,951.59	\$125,489.00

Submitted by: Tim VanderBout, 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: 09/03/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Roswell Visitor Center

Attachments

Visitor Center July 2026 Report

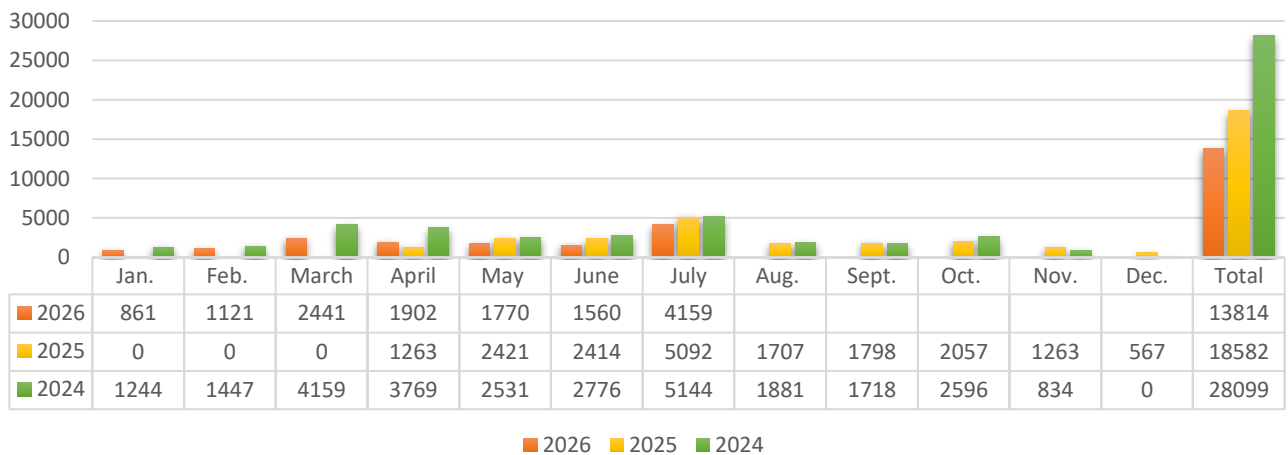
Monthly Visitor Center Report July 2026

Visitor Center:

- Welcomed **4159** guest, **2648** overnight stays in Roswell or **64%** and **302** Roswell locals.
- **July** sales total **\$18,863**.
- **Top 5 items sold:**
UFO/250 Challenge Coin,
UFO Festival All Rise Tee,
Coin Tee, UFO Festival
Rise Above Tee, Official
Crash Site Worker Tee.

July 2026 Visitation Report						
	April Comparison			YTD Comparison		
	2024	2025	2026	2024	2025	2026
Roswell Residents	550	494	302	1085	788	592
New Mexico Visitors (Not including Roswell Area)	862	744	535	1571	1097	1013
US Visitors (Not including New Mexico)	3545	3658	3176	16929	8739	11609
International Visitors	187	196	142	1485	566	596
Unknown Visitors	0	0	4	0	0	4
Total Visitors	5144	5092	4159	21070	11190	13814
Numbers reflected above are by calendar year Visitor Center Hours Tuesday - Saturday 9am - 5pm Closed Sunday & Monday						

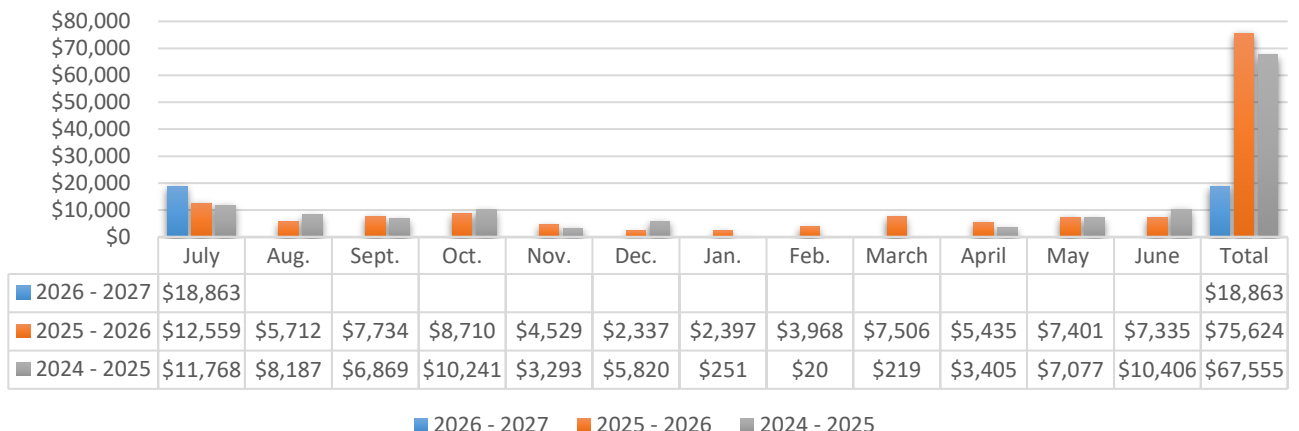
Visitor Comparison By Calendar Year 2026



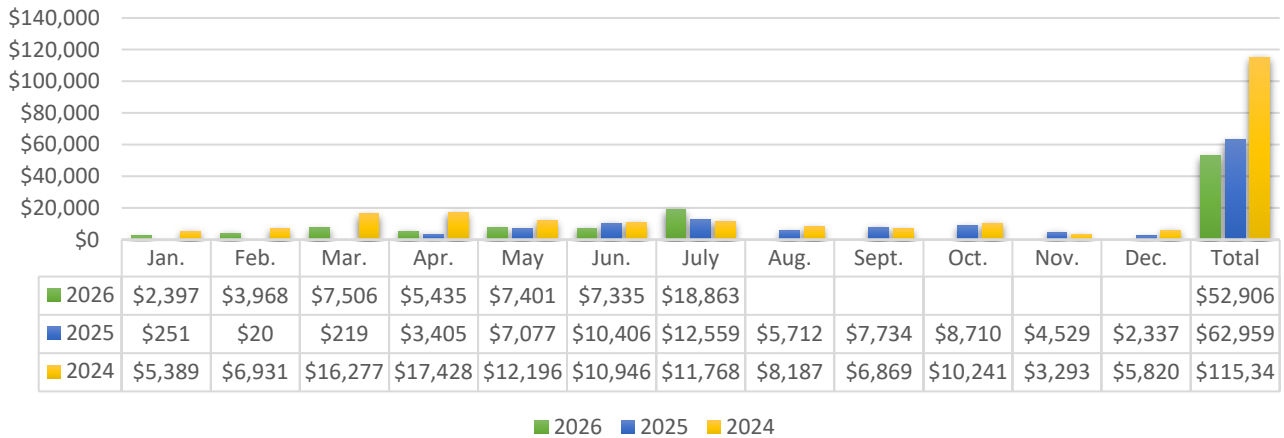
Facility Operations:

- Posted events on Community Calendar, SeeRoswell.com and Visit Widget that were submitted to the websites or events that we have looked for through using other resources.
- Promoted blood drives, small businesses, Spring River Zoo, Virtual Events, Roswell Museum and CSPs on KENW-Portales radio station every Thursday which is written by Visitor Center Staff.
- Updated inventory numbers at Visitors Center once a week and stock room once a month.
- Staff training to help with advancements and trying that is required yearly.
- July 1st – UFO Festival Setup – **Amanda**
- July 2nd through 4th - UFO Festival – **Amanda/VC Staff**
- July 14 – Enrichment Services – **Amanda**
- 91 events entered into community calendar and seeroswell calendar – **VC Staff**
- 7 information packets mailed out to Texas, Colorado, Alabama, Wisconsin, California, Ohio, Washington. – **VC Staff**
- 25 newspaper articles have been clipped, scanned and archived. – **VC Staff**
- 2 requests for Roswell Visitor Center brochures sent to Texas and Days Inn Roswell. – **VC Staff**
- 7 call outs for brochure request from the following areas Burnt Well Guest Ranch, Visit Albuquerque, Big Bend, Raton, Fort Stanton and Tucumcari Chamber. – **VC Staff**
- 2212 brochures delivered to the Roswell Visitor Center, all counted into inventory and stocked. - **VC Staff.**
- Purchased parts to replace irrigation for Visitor Center working with Rudy Chavez from Parks. – **Amanda**

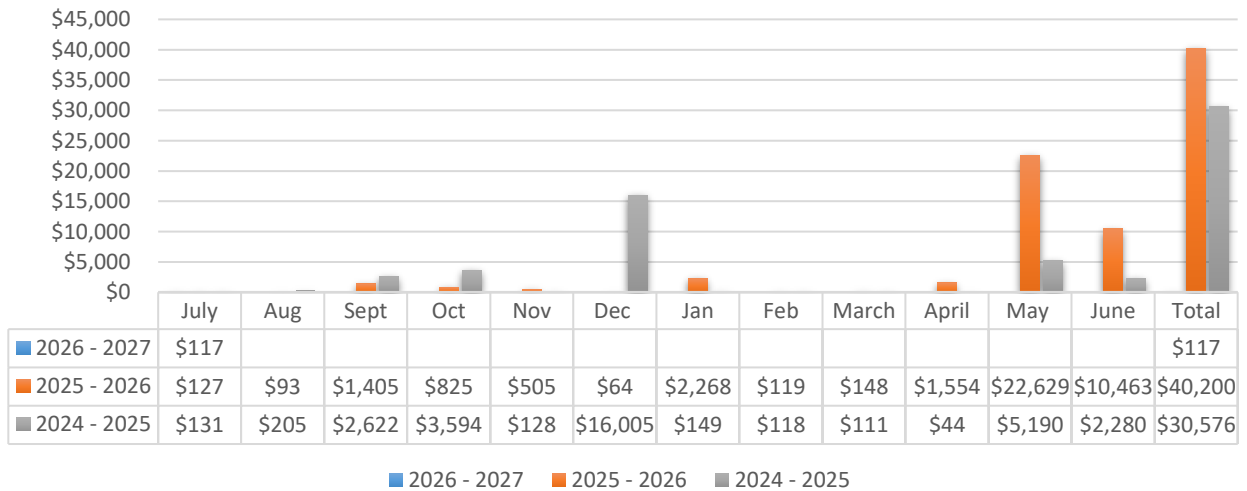
2027 Fiscal Year Revenue Comparison



Calendar Year 2026 Revenue Comparison



FY 2027 Merchandise Expenses



**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 3.

Finance Committee

Meeting Date: 09/03/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Public Affairs

Attachments

July 2026 Report- PA



Public Affairs Department Report

July 2026

Public Affairs

General Public Affairs

- Updated UFO Festival website events and schedules
- UFO Festival set up and tear down with the help of Visitor Center, Parks, MainStreet Roswell and volunteers
 - Assisted MainStreet Roswell with vendor set-up
 - Walk of Fame- Inducting Tom Jennings and Stan Crosby
 - UFO Festival Drone Show
 - Foam Zone/ Yard Games
 - Gelly Ball Blaster Game
 - Face Painting
 - Crazy Alien Hair Salon- Visitor Center
 - Caricature Drawings- Visitor Center
 - Assisted MainStreet Roswell with opening up streets after the event with the help of RPD, Streets and Sanitation
- America 250- Patriotic Wall Mural reveal in partnership with Home Depot 3510
- America 250 Celebration- 4th of July Block Party set up and tear down
- Attended the New Mexico Entertainment Awards in Albuquerque- UFO Festival was nominated for Best Event in New Mexico
- Created Water Billing Newsletter for August 2026
- Gathered information from several departments for the Fall Guide 2026
- 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
- Occupancy Tax Board Meeting- July 21, 2026. Reviewed and recommended funding for 6 events
- Keep Roswell Beautiful Board Meeting- Cancelled- Transitioned to Solid Waste
- 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, America 250 Roswell, Top Flight Tavern, City Now Hiring, Summer Guide, America 250 Block Party, UFO Festival 2026, RPD Prep-Test, National Night Out
- News flashes on website: 0
- Government website updates: Estimated 37



Public Affairs Department Report

July 2026

Public Affairs

Form Updates: 1

- New Forms: 2

- Facebook: 68 (excluding tourism page)

- Instagram: 14

- TikToks: 0

- FB Lives: 1

- Rise Vision Updates: 16 (including UFO-related graphic removal)

- New Digital Billboards & Marquee: 1

- Videos: 0



**PERMIT
PARKING
ONLY**

Thank You



Graphic Design-

Created an estimated **43 graphics**. July began with UFO Festival in full force at the beginning of the month, along with the America 250 Block Party (at Cielo Grande) that required some last-minute graphics during the event. After the festivities, we began to remove UFO-related event information on our Rise Vision TV screens and begin promoting National Night Out, while supporting department events such as the Roswell Police Department's Test Prep, and informational posts for Animal Services about Skunk Trapping and how to acquire Barn Cats. A few promotional pieces for local media for the Air Races were created as well, including City of Roswell Promo banners that will be displayed at the air races.

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

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

PO Box 1838
Roswell, NM 88202-1838

TEL: 575.637.6203
FAX: 575.624.6709

roswell-nm.gov
seeroswell.com

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 4.

Finance Committee

Meeting Date: 09/03/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Museum Monthly Report

Attachments

Museum Monthly Report



JULY ATTENDANCE

	FY2027	FY2026	FY2025	FY2024
EVENTS/PROGRAMS	488	135		
OUTREACH	-	125		
VOLUNTEER VISITS	18	26		
MUSEUM BUSINESS	-	-		
JULY TOTALS	506	286	2,620	4,085
FISCAL YEAR-TO-DATE TOTALS	506	286	2,620	4,085

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.

JULY REVENUES

	FY2027	FY2026	FY2025	FY2026
MEMBERSHIP	-	100		
STORE	-	-		
JULY TOTALS	-	100	25,950	28,741
FISCAL YEAR-TO-DATE TOTALS	-	100	25,950	28,741

JULY PROGRAMMING

EVENTS/PROGRAMS/OUTREACH	OCCURRENCES for MONTH	ATTENDEES	PARTNERSHIPS/SUPPORT
Second Saturday	1	70	RMAC Foundation, Roswell Public Library
July 4 Celebration	1	350	Roswell 250, City of Roswell
RAiR Opening	1	68	RAiR Foundation
TOTALS	3	488	

MEMBERS



120

current
memberships

167

current
members

FOR
MONTH

-

new memberships

-

renewals

FISCAL YEAR
to DATE

-

new memberships

27

renewals

VOLUNTEERS



21

volunteer hours

18

volunteer visits

FOR
MONTH

FISCAL YEAR
to DATE

1545

volunteer hours

421

volunteer visits



6,443

FACEBOOK
FOLLOWERS



2,060

INSTAGRAM
FOLLOWERS

646

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.

Current project status:

- Outdoor sculptures and Goddard tower plaque were conserved on-site the first week of August by Pacific Coast Conservation with coverage provided by insurance.
- In loan paintings were conserved in Chicago and returns to their owners are being coordinated.
- 135 boxes of remediated collection records were returned with digitization options to be considered.
- Work is ongoing to coordinate and seek insurance approval for conservation of items that remained in Roswell, including on-site and off-site projects.
- Awarding of the RFP for Stabilization, Assessment, and Conservation of Goddard artifacts is in the finalization process. Once complete, work is anticipated to begin in the next couple of months.

FLOOD TASK FORCE PRESENTATION

Museum Director Brooks will give a brief presentation at the next Flood Task Force meeting scheduled for August 19 on the early founding and history of the Roswell Museum Federal Art Center.

WORCESTER VISIT

Museum Director Brooks gave a presentation on Goddard in Roswell and flood recovery efforts for stakeholders in Worcester, Massachusetts, Goddard's hometown, on August 6 as part of an exhibition at the Museum of Worcester in honor of Goddard's first launch centennial. Brooks also toured local Goddard sites, networked with those working on Goddard-related legacy projects, and met with staff at the MIT Museum and Boston's Museum of Science to inform the Roswell Museum's recovery and exhibition planning efforts. Three Goddard artifacts from the Museum's collection were on

display in the exhibit and will be shipped to the conservators handling the Goddard conservation once confirmed.

CONSERVATION FIRM VISIT

Alison Leard of Pacific Coast Conservation of Denver visited August 5-6 to check on recently completed and upcoming conservation projects for the Museum as well as advise on other potential needs as the recovery moves forward.

FOUNDATION FUNDRAISER

The RMAC Foundation will be presenting a flood recovery fundraiser event titled POP - Preserve Our Past on Saturday, October 10 at the Anderson Museum of Contemporary Art. The event will bring together neighbors, artists, business leaders, philanthropists, and museum supporters for an elegant evening in support of conservation sponsorships of art and historical objects affected by the flood. Attendees will enjoy a welcoming toast, hors d'oeuvres, cash bar and a live conservation auction. For tickets and information, visit rmacfoundation.com/pop or call the Foundation office at 575-627-0918.

REBUILDING EFFORTS

Museum and City Staff are working to establish the appropriate sequencing for the museum rebuilding process, ensuring that planning, visitor experience, programming, and architectural design inform one another at the right stages. This work will help define a clear and coordinated path from early planning and feasibility through design and construction.

SECOND SATURDAY

September's Second Saturday will present a textile dragonfly project sponsored by the Pecos Valley Quilters. The projects will contribute to dragonfly banners for a Block Party being concurrently held at Library Park and a future show at the Miniatures and Curious Collections Museum.

Second Saturdays are held at the Roswell Public Library, during the museum's flood recovery, from 10 am to 1 pm on the

Second Saturday of each month. Projects are led by staff and teaching artists, and the program is supported by the RMAC Foundation.

MUSEUM DAY

The Museum is working with area museums on Museum Day, scheduled for Saturday, October 3, 10 am to 5 pm. The annual event celebrates our local museums with an annual free admission day. Visit with one museum or all locations as you explore the wealth of knowledge our Roswell museums have to offer. The Roswell Museum will be a pop-up at one of the other venues. The event is sponsored by Roswell 250 and Pioneer Bank. Further details will be announced closer to the event.

NATIONAL CHAMPIONSHIP AIR RACES

The Roswell Museum will be participating in the STEM Discovery Zone at the National Championship Air Races & Air Show September 16-20.

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 5.

Finance Committee

Meeting Date: 09/03/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Roswell Public Library

Attachments

Roswell Public Library August Report 2026

Roswell Public Library FY26 Infographic

Roswell Public Library

August 2026

Accomplishments

Building Improvements Plans

Children's Garden: Work on the Children's Garden has stalled while we waiting for supplies to be delivered.

Service Improvements

Annual Report: The Roswell Public Library submitted its annual report to the New Mexico State Library. The document is used by the state library staff to determine if we may maintain our public library status as outlined in 4.5.2 New Mexico Administrative Code (NMAC) and New Mexico Statutes Annotated (NMSA) Chapter 18, Articles 2-8 through 2-18. Without public library status we would not receive New Mexico State Grants in Aid, or Library General Obligation Bond (4.5.8 New Mexico Administrative Code).

The 4.5.2 NMAC outline services a public library has to perform and sets local funding levels for collections. While New Mexico Statutes Annotated (NMSA) Chapter 18, Articles 2-8 through 2-18 outlines requirements for the public library director. For a city the size of Roswell the library director requires a Permanent Professional Librarian Certificate which requires a MLS or MLIS from an American Library Association accredited school.

Programs

Kindergarten Bags: We used grant funds from the Andrew Carnegie Foundation and other donations to purchase items in this year's kindergarten bags. Each bag has a coloring book provided by the state library, library card application form, library calendar, scissors, tissues, eraser, glue stick, airplane craft, and school folder. We are also providing each kindergarten classroom with books on American History.

Stuffed Animal Sleepover and Preschool Programs: We took a break from programs after the summer reading program ended on July 31. The stuffed animal sleepover marked the beginning of preschool programs. Children dropped off their stuffed animals to experience a typical preschool program and then sleep over. When the lights went out, of course, the foolishment and fun began. Children picked up their stuffed animals in the morning and were given a story of their stuffed animal's adventure at the library. Preschool programs began again the week of August 16 with a slight hiccup. The Tuesday morning program was cancelled due to a power outage.

Saturday Programs: On the first Saturday of each month we host a Chess Club, run by a community volunteer at 10 a.m. and a STEM program at 11. The second Saturday the Roswell Museum offers programs in the Bondurant and we offer a cooking club in the Malone Room. The third Saturday, New Mexico Extension Services offers a Garden Club presentation and the library offers a STEM program at 11 a.m. On the fourth

Saturday we typically offer a special program. If there is a fifth Saturday we offer a family movie program.

Programs for Adults: Our programs for adults are gaining popularity. A Book and Bits book club is offered on the first Wednesday. While the second Wednesday is a craft program for adults. Computer training programs are offered on Saturday using curriculum developed by Senior Planet

E-Rate

FY2026 E-Rate: On August 6th the Roswell Public Library received \$5,404.32 in reimbursement for internet expenses from FY2026. The funds were returned to the general funds.

Spice Club: The spice of the month for August is Chili Power and the recipe.

FUNDING

Funding Source	Percentage
Local Operating	82.3%
Local Capital	8.2%
State	7.7%

\$1,466,382 from the City of Roswell for Operating Expenses

\$136,795 from New Mexico State

- \$105,796 Library GO Bond Funds
- \$10,000 Grants-in-Aid
- \$20,820.26 STEM Innovation Network
- \$175 for Summer Reading Program

\$5,404 E-Rate Reimbursement Federal Funds

\$26,930 from Gifts and Donations

- Individuals, Friends of the Library, and Roswell Library Foundation

\$146,277 Capital Expenses from Gifts and Donations.

SPENDING

\$658,906 spent on Staff and \$205,074 Staff Benefits

\$102,175 spent on materials books, and magazines

\$1,052 spent on DVDs

\$56,005 spent on online resources

\$20,820.26 spent on other materials (STEM Grant)

\$125,725 spent on other expenditures

- supplies, utilities, computer software, contracts for service, building repairs and improvements, programs and publicity

Spending Category	Percentage
Staff	73.9%
Other	10.7%
Materials	8.7%
Online	4.8%

VISITORS

73,582 Visitors

9,270 Registered Users Borrowed

- 105,237 Books, DVD & renewals
- 66 Non-traditional Items
- 119 Interlibrary Loan Items
- 58,731 e-books or e-audio books

HOLDINGS

127,981 Books & Magazines

3,614 Audio Materials

5,297 Movies

272 other

- STEM kits, Hobby Kits, Family Passes, Nature Backpacks and Keep Roswell Beautiful Clean Up Kits (WPA art and STEM grant holding not yet cataloged)

58,731 Electronic Books and Audio Books

Format	Percentage
Print	65.3%
Electronic	30%
Movies	2.7%

PROGRAMS

Age Group	Participants
All Ages	7,872
Ages 0-5	2,962
Ages 6-11	1,627

301 programs were attended by 7,872 participants

- 163 for ages 0-5 attended by 2,962 participants
- 73 for ages 6-11 attended by 1,627 participants
- 13 for ages 12-18 attended by 114 participants
- 28 for ages 19 and older attended by 116 participants
- 24 all ages attended by 3,053 participants
- 700 students received kindergarten bags
- 2894 scavenger hunts were completed by children
- 595 adults participated in the Spice of the Month program.

REFERENCE

9,502 informational questions were answered

9,270 registered library users

1,941 new library cards were issued

OTHERS SERVICES

Summer Reading Program

- 712 participants
 - Read 12,868 books
- 87 families registered for the America 250 bingo challenge and completed 126 activities.

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 6.

Finance Committee

Meeting Date: 09/03/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Lodgers Tax

Attachments

Lodgers Tax

Lodgers' Tax

September 3, 2026
(Gass/Jones)



Lodgers' Tax Update June 2026 Activity Collected in July 2026

- Three hotels did not report. Crane Motel, Holiday Inn Express, and Clarion Inn.
- STR data shows we were at 66.5% occupancy. Up 2.7%
- ADR percent change this month is down 4.9% from last year.
- 34 Short Term Rentals reported for the period.



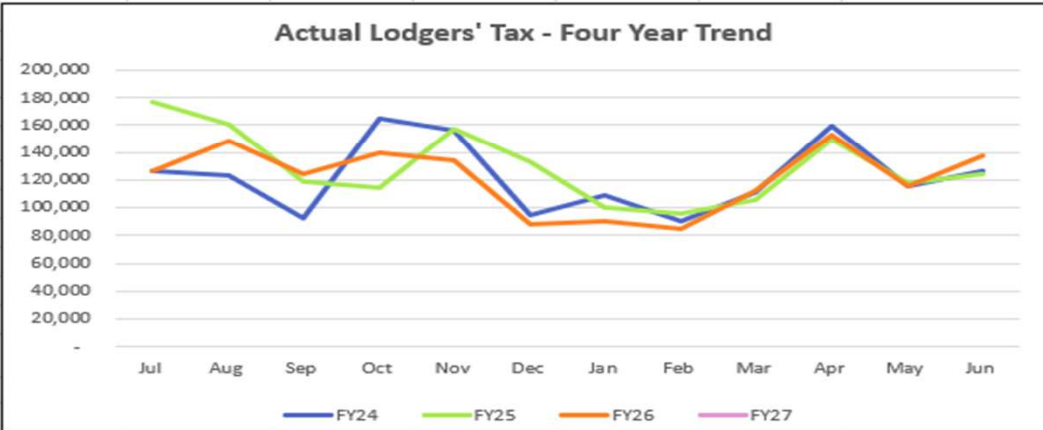
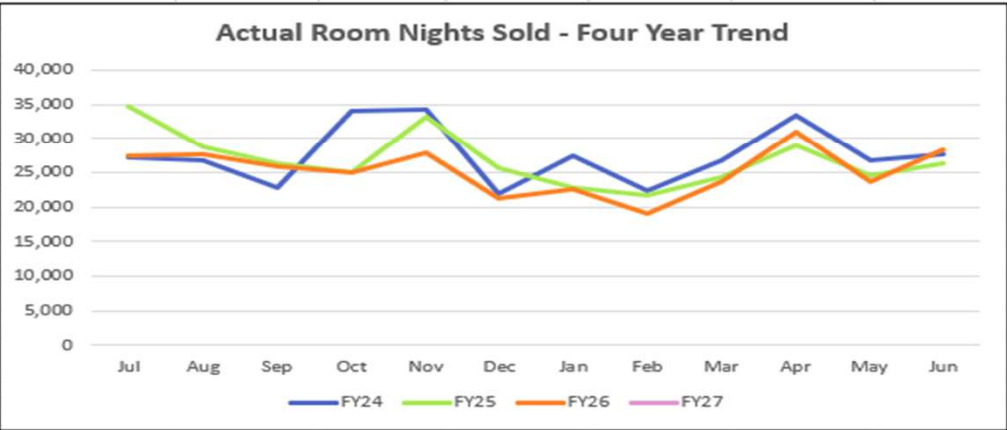
CITY OF ROSWELL
5% LODGERS' TAX COLLECTION REPORT
COLLECTED IN JULY 2026 FOR THE MONTH OF JUNE 2026 ACTIVITY

ROOM NIGHTS REPORTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
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	30,907	23,751	28,271	302,971
FY27	25,074												25,074
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 %	52.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	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
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	112,538	153,081	115,224	137,196	\$ 1,453,824
FY27	122,586												\$ 122,586





CITY OF ROSWELL
\$2.50 CONVENTION CENTER BED FEE COLLECTION REPORT
Collected in July 2026 for June 2026 Activity

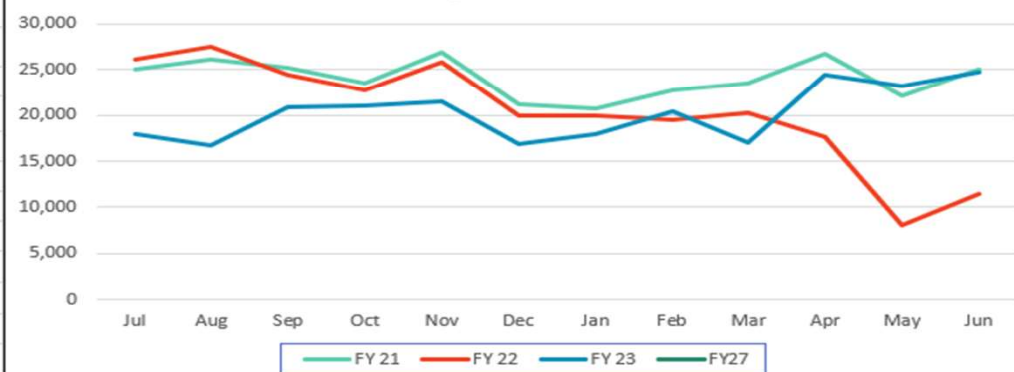
ROOM NIGHTS REPORTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
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	30,907	23,751	28,271	302,971
FY27	25,074												25,074
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 %	52.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	

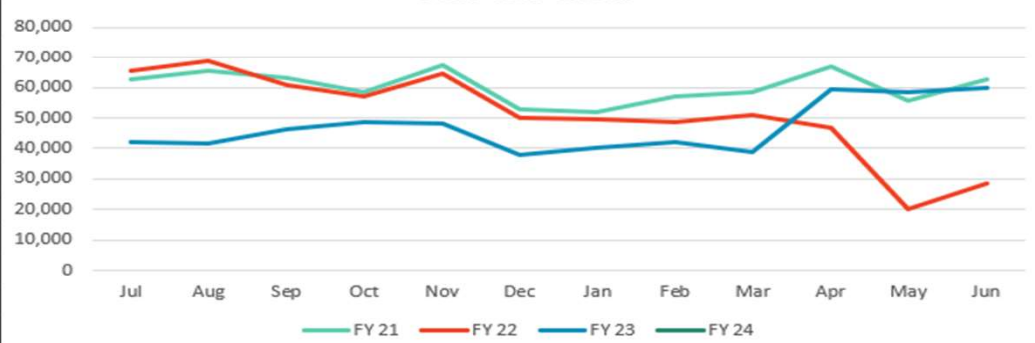
CONVENTION CENTER FEES COLLECTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
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	61,152	51,440	62,742	\$ 658,725
FY27	55,497												\$ 55,497

Actual Room Nights Sold - Four Year Trend



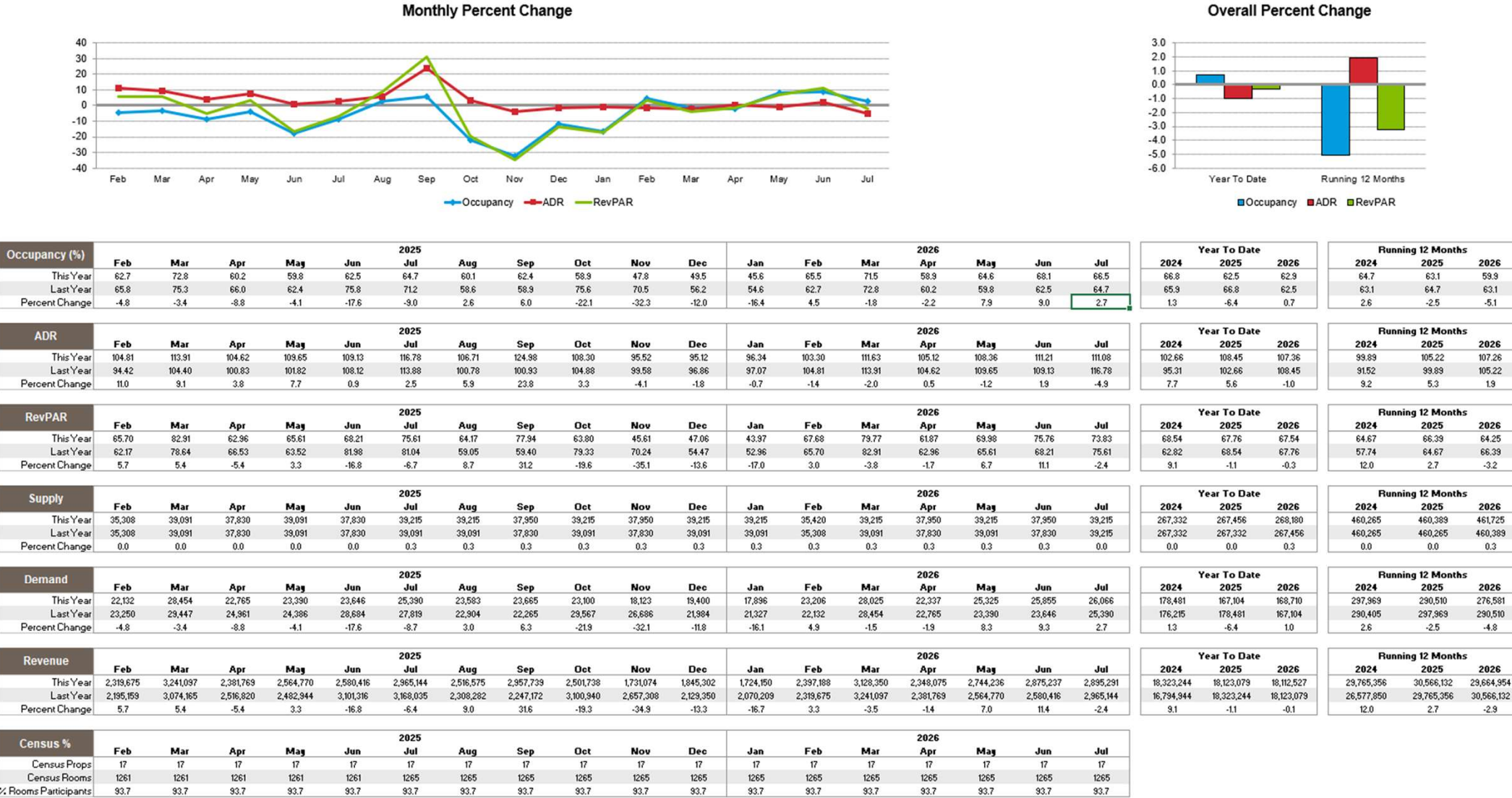
**Actual Convention Center Bed Fee at \$2.50
Four Year Trend**



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

City of Roswell NM
For the Month of July 2026

Currency: USD - US Doll



**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 7.

Finance Committee

Meeting Date: 09/03/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Cannabis Excise Tax

Gross Receipts Tax

Attachments

Cannabis Excise Tax

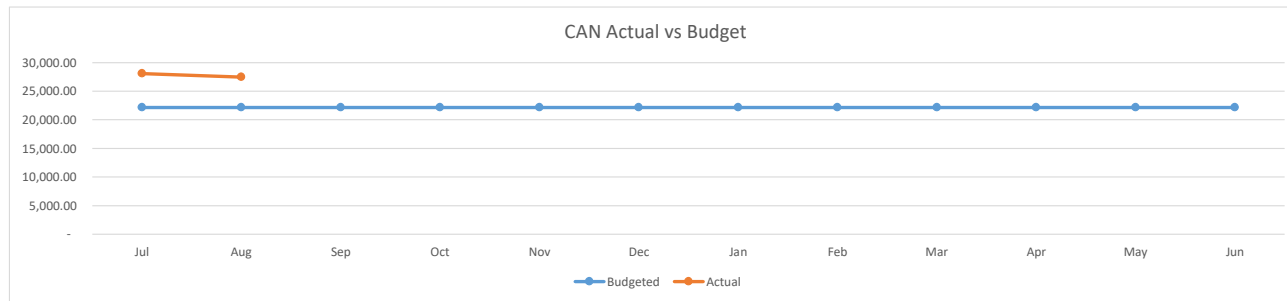
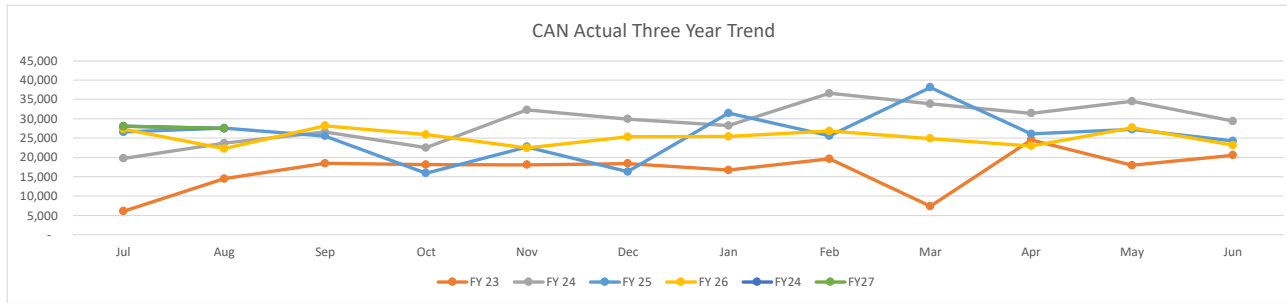
Gross Receipts Tax

GRT Allocation



City of Roswell
Cannabis Excise Tax
August 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	27,689	23,191	302,468	-1.6%	302,468
FY 27	28,084	27,485											55,569	-81.6%	55,569
27 over 26	2.7%	23.5%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-81.6%		

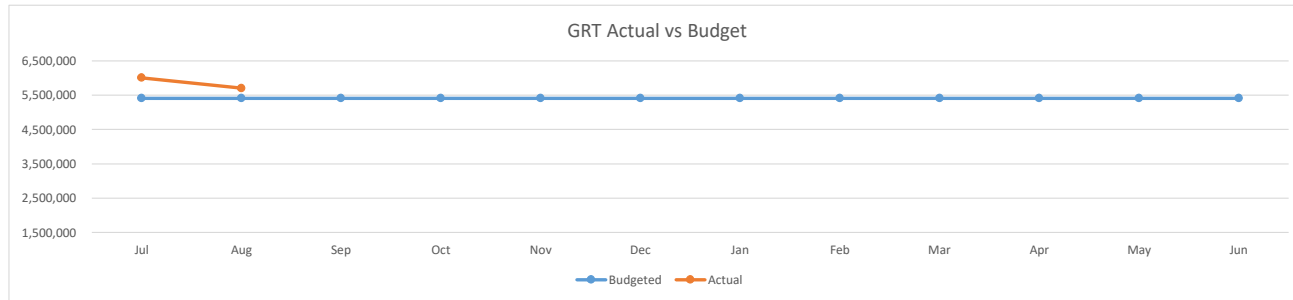
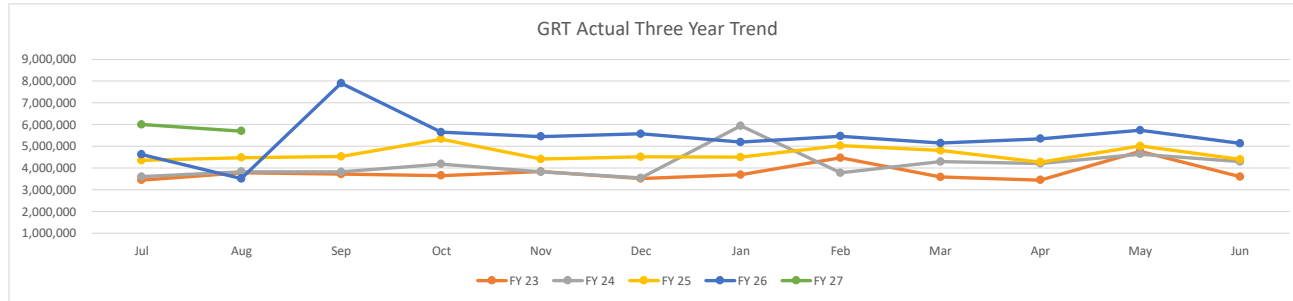


	Budgeted	Actual	Variance	% Variance
Jul	22,173.79	28,084.22	5,910.43	26.66%
Aug	22,173.79	27,484.51	5,310.72	23.95%
Sep	22,173.79		(22,173.79)	
Oct	22,173.80		(22,173.80)	
Nov	22,173.80		(22,173.80)	
Dec	22,173.80		(22,173.80)	
Jan	22,173.80		(22,173.80)	
Feb	22,173.80		(22,173.80)	
Mar	22,173.80		(22,173.80)	
Apr	22,173.80		(22,173.80)	
May	22,173.80		(22,173.80)	
Jun	22,173.80		(22,173.80)	
Total	266,085.57	55,569	(210,516.84)	
% FYTD				25.30%



City of Roswell
Gross Receipts Tax
August 2027

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	5,736,387	5,134,246	64,759,658	16.3%	64,759,658
FY 27	6,006,880	5,699,644												-100.0%	11,706,525
27 over 26	29.9%	62.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%		



	Budgeted	Actual	Variance	% Variance
Jul	5,408,333	6,006,880	598,547	11.07%
Aug	5,408,333	5,699,644	291,311	5.39%
Sep	5,408,333		(5,408,333)	
Oct	5,408,333		(5,408,333)	
Nov	5,408,333		(5,408,333)	
Dec	5,408,333		(5,408,333)	
Jan	5,408,333		(5,408,333)	
Feb	5,408,333		(5,408,333)	
Mar	5,408,333		(5,408,333)	
Apr	5,408,333		(5,408,333)	
May	5,408,333		(5,408,333)	
Jun	5,408,333		(5,408,333)	
Total	64,900,000	11,706,525	(53,193,475)	
% FYTD				8.23%



City of Roswell
GRT Allocation
FY27

General Fund				
	Budgeted	Actual	Variance	% Variance
July	4,400,000.00	4,863,352.04	463,352.04	10.53%
August	4,400,000.00	4,616,421.50	216,421.50	4.92%
September	4,400,000.00			
October	4,400,000.00			
November	4,400,000.00			
December	4,400,000.00			
January	4,400,000.00			
February	4,400,000.00			
March	4,400,000.00			
April	4,400,000.00			
May	4,400,000.00			
June	4,400,000.00			
Total	52,800,000.00	9,479,773.54	679,773.54	15.45%

FEMA				
	Budgeted	Actual	Variance	% Variance
July	550,000.00	623,742.74	73,742.74	13.41%
August	550,000.00	590,848.81	40,848.81	7.43%
September	550,000.00			
October	550,000.00			
November	550,000.00			
December	550,000.00			
January	550,000.00			
February	550,000.00			
March	550,000.00			
April	550,000.00			
May	550,000.00			
June	550,000.00			
Total	6,600,000.00	1,214,591.55	114,591.55	20.83%

Public Safety				
	Budgeted	Actual	Variance	% Variance
July	458,333.33	519,785.62	61,452.29	13.41%
August	458,333.33	492,374.01	34,040.68	7.43%
September	458,333.33			
October	458,333.33			
November	458,333.33			
December	458,333.33			
January	458,333.33			
February	458,333.33			
March	458,333.34			
April	458,333.34			
May	458,333.34			
June	458,333.34			
Total	5,500,000.00	1,012,159.63	95,492.97	20.83%

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 8.

Finance Committee

Meeting Date: 09/03/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Study options/possibilities for the City to create an internal LEDA Fund.

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 9.

Finance Committee

Meeting Date: 09/03/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Internal Auditor Discussions

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 10.

Finance Committee

Meeting Date: 09/03/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Flood Disaster Update

Attachments

Flood Update

FEMA Grants Portal

Project #	Cat	Title	Status	Date	Claimed Amount	FEMA Share	City of Roswell
806126	B - Parks and Recreation Office/IT Building "The Rock" Building,EPM	Obligated	4/28/25	\$ 219,539.72	\$ 164,654.79	\$ 54,884.93	
806112	B - City of Roswell, Convention & Civic Center, EPM	Obligated	5/5/25	\$ 1,816,033.58	\$ 1,362,025.19	\$ 454,008.40	
806146	B - Museum and Robert H. Goddard Planetarium, EPM	Obligated	5/5/25	\$ 2,954,901.77	\$ 2,216,176.33	\$ 738,725.44	
806150	B - City of Roswell, Police Station, Emergency Protective Measures	Obligated	5/20/25	\$ 258,476.31	\$ 193,857.23	\$ 64,619.08	
806095	B - City of Roswell, City Hall Storage, Emergency Protective Measures	Obligated	6/9/25	\$ 10,320.57	\$ 7,740.43	\$ 2,580.14	
806133	B - City of Roswell, Adult Center, Emergency Protective Measures	Obligated	6/12/25	\$ 294,742.06	\$ 221,056.55	\$ 73,685.52	
949433	B - Roswell International Air Center (RAIC) - EPM	Obligated	6/12/25	\$ 548,447.95	\$ 411,335.96	\$ 137,111.99	
806256	G - City of Roswell, Section 1206, Flood Plain Management	Obligated	6/24/25	\$ 132,948.78	\$ 99,711.59	\$ 33,237.20	
949435	B - Roswell Fire Department - Central Fire Station EPM	Obligated	6/24/25	\$ 86,128.48	\$ 64,596.36	\$ 21,532.12	
950909	C - Roswell RoadDamages-Wyoming Ave.	Obligated	8/4/25	\$ 64,262.77	\$ 48,197.08	\$ 16,065.69	
950901	C - Roswell RoadDamages-Riverside Dr.	Obligated	8/4/25	\$ 43,453.70	\$ 32,590.28	\$ 10,863.43	
950893	C - Roswell RoadDamages-10th-11th-12th-Orange-PA-Park-Pecan	Obligated	8/4/25	\$ 76,876.88	\$ 57,657.66	\$ 19,219.22	
806263	E - Parks & Recreation Tennis Pro Shop "The Rock" Building Damag	Obligated	8/5/25	\$ 67,281.00	\$ 50,460.75	\$ 16,820.25	
950884	C - Roswell RoadDamages-KY-LA-MI-MO-Aves.	Obligated	8/5/25	\$ 63,789.91	\$ 47,842.43	\$ 15,947.48	
950887	C - Roswell RoadDamages-4th-6th-8th-9th-Sts.	Obligated	8/5/25	\$ 107,493.20	\$ 80,619.90	\$ 26,873.30	
950904	C - Roswell RoadDamages-Alameda-Bland-Edgewood-Hendricks-Summit	Obligated	8/6/25	\$ 92,784.41	\$ 69,588.31	\$ 23,196.10	
950911	C - Roswell RoadDamages-7th-KY-MO-Bland	Obligated	8/26/25	\$ 564,043.85	\$ 423,032.89	\$ 141,010.96	
806257	E - Roswell Museum & Art Center Building Damages V.0 (A&E only)	Obligated	8/26/25	\$ 672,030.00	\$ 504,022.50	\$ 168,007.50	
806262	E - Parks & Recreation Office / IT Building Damages V.1 (Replace)	Obligated	8/26/25	\$ 1,472,673.13	\$ 729,504.85	\$ 243,168.28	
950996	E - Roswell Zoo - Animals Damages	Obligated	12/22/25	\$ 9,500.00	\$ 7,125.00	\$ 2,375.00	
950944	C - W. Bland St. Pavement repairs & Asst'd Sidewalk repairs	Obligated	1/6/26	\$ 21,523.27	\$ 16,142.46	\$ 5,380.81	
950968	F - Roswell PubWks Asstd Water Aerial Crossing Damages	Obligated	1/28/26	\$ 353,940.31	\$ 265,455.23	\$ 88,485.08	
806259	E - Boy Scout Building Damages V.1 50% Rule (Replacement)	Obligated	1/28/26	\$ 939,017.53	\$ 554,263.15	\$ 184,754.38	
963328	Z - Management Costs	Obligated	1/28/26	\$ 1,301,273.71	\$ 1,301,273.71	\$ -	
949469	B - Roswell Visitor Center Building - EPM	Obligated	1/30/26	\$ 5,486.33	\$ 4,114.75	\$ 1,371.58	
950917	C - Roswell Asstd BridgeRepairs-KY-DeBremond	Obligated	1/30/26	\$ 68,298.04	\$ 51,223.53	\$ 17,074.51	
950936	C - Roswell PubWks-SpecialElectronicsDeptRepairs	Obligated	2/4/26	\$ 79,962.06	\$ 59,971.55	\$ 19,990.52	
949463	B - City of Roswell - Roswell Police Department Citywide EPM	Obligated	2/4/26	\$ 30,225.22	\$ 22,668.92	\$ 7,556.31	
949466	B - Roswell Wastewater Treatment Plant - EPM	Obligated	2/9/26	\$ 19,265.49	\$ 14,449.12	\$ 4,816.37	
949444	B - Roswell Parks & Recreation - IT Department Temp Location	Obligated	2/20/26	\$ 25,155.92	\$ 18,866.94	\$ 6,288.98	
951251	F - Roswell North Atkinson Outfall Structure Damages	Obligated	2/20/26	\$ 53,399.16	\$ 40,049.37	\$ 13,349.79	
949428	A - Debris Removal from Streets/Roadways	Obligated	2/25/26	\$ 530,478.50	\$ 397,858.88	\$ 132,619.63	
949457	B - Roswell Museum Building and Goddard Planetarium - Temp	Obligated	2/25/26	\$ 91,973.60	\$ 68,980.20	\$ 22,993.40	
950941	C - Roswell Zoo Bridges Damaged	Obligated	2/25/26	\$ 713,497.00	\$ 535,122.75	\$ 178,374.25	
951069	E - Roswell Police Station Damages	Obligated	2/25/26	\$ 1,582,231.16	\$ 811,673.37	\$ 270,557.79	

FEMA Grants Portal

951094	E - Museum- (Fine Arts-Research Library Books)Stabilization & Restora	Obligated	2/25/26	\$	232,681.16	\$	174,510.87	\$	58,170.29
950906	E - Roswell Police Dept Vehicle Damages	Obligated	2/25/26	\$	298,172.00	\$	223,629.00	\$	74,543.00
950953	G - Roswell Pks&Rec-RiverFencingDamages	Obligated	2/25/26	\$	896,780.77	\$	672,585.58	\$	224,195.19
950958	G - Roswell PubWks-Railing&Fence Damages	Obligated	2/25/26	\$	208,805.62	\$	156,604.22	\$	52,201.41
951175	G - Roswell-Spring River Golf Course Damages	Obligated	2/27/26	\$	550,133.00	\$	412,599.75	\$	137,533.25
950967	F - Roswell PubWks(WWTP)-Asstd Sewer Damages	Obligated	2/27/26	\$	1,573,001.47	\$	1,179,751.10	\$	393,250.37
806261	E - Convention & Civic Center Damages V.1 (Repair)	Obligated	2/27/26	\$	6,554,823.22	\$	3,416,117.42	\$	1,138,705.81
951173	G - Roswell Pub Wks-Pks&Rec-Asstd Walking&Bike Trails	Obligated	2/27/26	\$	2,029,711.00	\$	1,522,283.25	\$	507,427.75
951184	G - Roswell Pks&Rec-DeBremond Stadium Damages v.0	Obligated	2/27/26	\$	2,677,248.00	\$	1,816,489.85	\$	605,496.62
950993	E- Roswell Fire Content & Eqpt Damages	Obligated	4/22/26	\$	666,716.02	\$	500,037.02	\$	166,679.01
806258	E - Roswell Adult Center Building	Obligated	4/23/26	\$	9,742,173.02	\$	6,931,629.77	\$	2,310,543.26
950922	G- Roswell Asstd Parking Lot Repairs	Obligated	4/23/26	\$	1,888,684.00	\$	1,416,513.00	\$	472,171.00
950896	E- Roswell Fire Dept Vehicle Damages	Obligated	5/13/26	\$	3,491,483.55	\$	2,618,612.66	\$	872,870.89
949436	B- Roswell Fire Department - Temporary / Rented Critical Equipment	Obligated	5/14/26	\$	34,721.01	\$	26,040.76	\$	8,680.25
949453	B- Roswell Public Library - Emergency Protective Measures	Obligated	5/14/26	\$	52,316.37	\$	39,237.28	\$	13,079.09
949467	B- Roswell Wastewater Treatment Plant Sludge Pond EPM	Obligated	5/14/26	\$	22,426.93	\$	16,820.20	\$	5,606.73
951168	G- Roswell Intl Air Ctr (RIAC)-ROW&Infrastructure-Fencing-RR Comp	Obligated	5/14/26	\$	154,848.49	\$	116,136.37	\$	38,712.12
951248	D- Roswell WWTP Asstd Facility Damages	Obligated	5/14/26	\$	100,850.18	\$	75,637.64	\$	25,212.55
806254	G- City of Roswell, Solid Waste Landfill Cell 3 Repairs	Obligated	5/15/26	\$	1,144,596.40	\$	858,447.30	\$	286,149.10
810525	A- Roswell Municipal Landfill TDSR and Debris Operations	Obligated	5/15/26	\$	909,591.46	\$	682,193.60	\$	227,397.87
950950	E- Roswell AsstdCityVehicle&EqptDamages	Obligated	5/15/26	\$	579,877.68	\$	434,908.26	\$	144,969.42
950963	E- Roswell Pks&Rec-IT Bldg IT Contents Damages-Completed Work	Obligated	5/15/26	\$	278,683.69	\$	105,256.38	\$	35,085.46
950971	D- Roswell WWTP Equipment Damages	Obligated	5/15/26	\$	43,703.69	\$	32,777.77	\$	10,925.92
951099	E- Roswell Museum - Planetarium Fine Arts - Portable Vaults (Stand Al	Obligated	5/15/26	\$	945,652.25	\$	709,239.19	\$	236,413.06
951181	G- Roswell Zoo Asstd Damages	Obligated	5/15/26	\$	961,874.00	\$	705,178.95	\$	235,059.65
950979	B- Roswell Pks&Rec Dept Office-Contents&Eqpt Damages	Obligated	5/16/26	\$	278,317.84	\$	96,238.38	\$	32,079.46
950959	G - Roswell Pks&Rec-Parks Damages	Obligated	6/8/26	\$	1,124,502.00	\$	843,376.50	\$	281,125.50
951103	E - Roswell Intl Air Center (RIAC)-Asstd Bldgs Damages	Obligated	6/8/26	\$	444,760.66	\$	254,820.50	\$	84,940.17
1064219	C - Roswell AsstdBridgeRepairs - Loveless Park Pedestrian Bridge	Obligated	6/8/26	\$	333,581.00	\$	250,185.75	\$	83,395.25
950964	G - Roswell South Park Cemetery Damages	Obligated	6/10/26	\$	43,880.19	\$	32,910.14	\$	10,970.05
949852	E - Roswell Pks & Rec Dept Office/Storage Building Damages	Obligated	6/12/26	\$	2,049,607.27	\$	1,387,205.45	\$	462,401.82
950946	D- Roswell PubWks-Spring&HondoRivers-RiverBankSlopeRepairs	Obligated	6/29/26	\$	11,219,940.00	\$	8,414,980.50	\$	2,804,993.50
951187	E- Roswell Asstd Bldg Damages	Obligated	6/30/26	\$	75,584.79	\$	56,688.59	\$	18,896.20
1067945	B- Roswell Fire Department and Museum - Emergency Donated	Obligated	7/17/26	\$	396,310.94	\$	297,233.21	\$	99,077.74

Flood Damage Claims Approved by FEMA

\$	67,377,495.04	\$	47,430,786.12	\$	15,376,504.13
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NM DHSEM

Project #	Title	NM Project Status	Paid Date	Amount Received
806095	B City Hall - EPM	Reimbursement Received	9/5/25	\$ 7,740.43
806112	B Convention & Civic Center - EPM	Reimbursement Received	1/15/26	\$ 1,362,025.19
806126	B Parks and Recreation Office/IT Building and "The Rock" EP	Reimbursement Received	9/2/25	\$ 164,654.79
806133	B Adult Center EPM	Reimbursement Received	10/2/25	\$ 221,056.55
806146	B Museum and Robert H. Goddard Planetarium, EPM	Reimbursement Received	2/4/26	\$ 2,216,176.33
806150	B Police Department - EPM	Reimbursement Received	9/5/25	\$ 193,857.23
806256	G Flood Plain Management Compliance	Reimbursement Received	9/5/25	\$ 99,711.59
949433	B Air Center - EPM	Reimbursement Received	12/15/25	\$ 411,335.96
949435	B Fire Department - EPM	Reimbursement Received	1/28/26	\$ 64,596.36
949469	B Roswell Visitor Center Building - Emergency Protective Measures	Reimbursement Received	4/29/26	\$ 4,114.75
950884	C RoadDamages-KY-LA-MI-MO-Aves.	Reimbursement Received	12/12/25	\$ 47,842.44
950887	C RoadDamages-4th-6th-8th-9th-Sts.	Reimbursement Received	12/17/25	\$ 80,619.90
950893	C RoadDamages-10th-11th-12th-Orange-PA-Park-Pecan	Reimbursement Received	12/12/25	\$ 57,657.66
950901	C RoadDamages-Riverside Dr.	Reimbursement Received	12/16/25	\$ 32,590.28
950904	C RoadDamages-Alameda-Bland-Edgewood-Hendricks-Summit	Reimbursement Received	12/16/25	\$ 69,588.31
950909	C RoadDamages-Wyoming Ave.	Reimbursement Received	12/16/25	\$ 48,197.08
950911	C RoadDamages-7th-KY-MO-Bland	Reimbursement Received	1/28/26	\$ 423,032.89
950917	C Roswell Asstd Bridge Repairs-KY-DeBremond	Reimbursement Received	4/29/26	\$ 51,223.53
950944	C Roswell RoadDamages-W. Bland St. Pavement repairs & Sidewalk	Reimbursement Received	4/29/26	\$ 16,142.46
950968	F Roswell PubWks Asstd Water Aerial Crossing Damages	Reimbursement Received	4/27/26	\$ 265,455.23
949463	B City of Roswell - Roswell Police Department Citywide Emergency Protective Measures	Reimbursement Received	5/19/26	\$ 22,668.92
949466	Roswell Wastewater Treatment Plant - Emergency Protective Measures	Reimbursement Received	5/11/26	\$ 14,449.12
949428	City of Roswell Public Works Department and Air Center - Debris Removal from Streets/Roadways	Reimbursement Received	6/22/26	\$ 318,287.10
950967	Roswell PubWks(WWTP)-Asstd Sewer Damages	Reimbursement Received	8/18/2026	\$1,179,751.11
				<u>\$ 7,372,775.20</u>

NM DHSEM

Project #	Title	NM Project Status	Total Award
806258	E Adult Center Building Repair v.0 (A&E only)	Loan Fund Application Amended	\$ 6,931,629.77
806257	E Museum & Art Center V.0 (A&E only)	Loan Fund Application Accepted	\$ 672,030.00
806261	E Convention and Civic Center Building Repair	Loan Fund Application Submitted	\$ 6,554,823.22
951069	E Police Department Building Repair	Loan Fund Application Submitted	\$ 1,600,743.77
			<u>\$ 7,603,659.77</u>

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

11.

Meeting Date: 09/03/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider recommending for approval of a budget adjustment in the amount of \$55,757.83 and approval to purchase a new septic system from TLC for the amount of \$105,757.83 utilizing state contract 30-00000-23-00084BA. (Chaparro)

BACKGROUND:

Initiated by: Abraham Chaparro

Currently the septic system at the landfill is needing pumped almost every month to keep it from back flowing into the building. This is a significant health and safety hazard.

City Council approved \$50,000 in the FY27 budget for the Solid Waste Department to replace it's septic system. After talking and getting quotes from other contractors we were able to find TLC which has a state pricing agreement 30-00000-23-00084BA

FINANCIAL CONSIDERATION

Financial Impact (Expense): Budget Adjustment Needed — \$55,757.83

Current/Original Budget: 52014342-817504 (Capital Outlay - Infrastructure) - \$50,000.00

Remaining Budget: \$50,000.00

Requested Amount: \$105,757.83

LEGAL REVIEW:

N/A

BOARD AND COMMITTEE ACTION:

The infrastructure Committee voted 4-0 to send this item to the Finance Committee.

STAFF RECOMMENDATION:

Consider recommending for approval of a budget adjustment in the amount of \$55,757.83 and approval to purchase a new septic system from TLC for the amount of \$105,757.83 utilizing state contract 30-00000-23-00084BA and place on the consent agenda.

Attachments

TLC Quote

State Pricing Agreement



PROPOSAL

Main (505) 761-9696
 Fax (505) 761-9875
 5000 Edith Blvd. NE
 Albuquerque, NM 87107

Date: 31-Jul-26
 Bill to: City of Roswell
 Billing Address: 3006 W. Brasher Rd
 Phone: (575) 624-6746
 SPA: 30-00000-23-00084BA

Lic. 414079

TLCplumbing.com

Job Name: City of Roswell
 Job Location: 3006 W. Brasher Rd

NEW SEPTIC SYSTEM WITH 2 1500GAL. TANKS 600' INFILTRATORS. 4 WATER LINE REPLACE.

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT
1	Proposal is to install a new septic system from the		
2	building with 2 1500gal. Poly tanks and 600' of infiltrators		
3	300' on each tank. TLC will also replace 25' of 4" water		
4	line from meter room to the booster room.		
5			
6	Public line spots \$236.13	1	LS
7	Permits \$665.00	1	LS
8	Barricades \$1,330.00	1	LS
9	Cut and remove asphalt \$2,893.01	1	LS
10	Excavate, pipe and backfill new septic system.\$46,288.09	1	LS
11	Place new concrete apron on cleanouts \$2,134.80	1	LS
12	Pump and abandon 2 existing septic tanks \$4,309.40	1	LS
13	Replace 25' 4" water meter bldg. to fire bldg. \$7,953.81	1	LS
14	Material Package \$21,280.	1	LS
15	Mob and demob \$7,807.00	1	LS
16			
17			
18	Journeyman 116hrs @ \$112.00 per hr =\$12,992.00		
19	Journeyman 116hrs @ \$112.00 per hr =\$12,992.00		
20	Journeyman 116hrs @ \$112.00 per hr =\$12,992.00		
21	Laborer 116hrs @ \$78.00 per hr =\$9,048.00		
22	Laborer 116hrs @ \$78.00 per hr =\$9,048.00		
23			
24			
25			
26			
27	Material: \$27,132.00		
28	Equipment: \$57,072.00		
29	Labor:\$9,975.00		
30	Per Diem: \$3,500.00		

SUBTOTAL: \$ 97,679.00

This proposal includes all discounts

SUBTOTAL: \$ 97,679.00
NMGRT: \$ 8,078.83
TOTAL: \$ 105,757.83

EXCLUSIONS:

Density Testing Fees	Location/Repair of Private Utilities	Rock Excavation	De-Watering
Restoration City Fees	Changes in site conditions	Permit Fees	Landscape remove & replace
City Engineering Fees	Irrigation System	Utility Expansion Charges	Native seeding
All Electrical Work	Soils Import/Export	Fees Associated with Village Los Ranchos	

NM DEPT OF LABOR REGISTRATION NUMBER 0015520060701

NOTICE: Neither the Contractor's License Bond nor the license issued under 60-13-19 of the Construction Industries Licensing Act protects the consumer if the contractor defaults on this contract.

Payment will be made as follows:

Upon completion of the work

Acceptance proposal---the above prices, specifications and conditions are satisfactory and are hereby accepted to do the work as specified. Payment to be made as outlined above.

If accepted, this proposal will become a part of the contract documents.

Authorized by Zeke Reza

Accepted by (print name) _____

PLEASE CALL WITH QUESTIONS: (505) 362-2568 zreza@tlcplumbing.com

Signature _____

Date of Acceptance _____

NOTE: This proposal may be withdrawn by TLC Plumbing & Utility if not accepted within 30 days of original date quoted.

FINANCE CHARGES

1.5% per month (18% per annum) service charge on past due accounts



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

Statewide Price Agreement Amendment

Awarded Vendor:
25 Vendors

Number: 30-00000-23-00084

Amendment No.: Ten

Term: July 5, 2023 – July 4, 2027

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Karen Wisdom *KW*

Telephone No.: (505) 500-9912

Email: karen.wisdom@gsd.nm.gov

Invoice:
As Requested.

Title: HVAC and Plumbing Services- Statewide

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

This amendment is issued to correct the price escalations on Amendment No. Nine, effective immediately:

- 1. Corrected Price Escalation for Vendor (AF) B&D Industries pages 2 and 3**
- 2. Corrected Price Escalation for Vendor (AT) PC Automated Controls, Inc. pages 4 and 5**

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

Accepted for the State of New Mexico

Dorothy Mendonca

New Mexico State Purchasing Agent

Date: 7/9/2026

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Finance Committee

12.

Meeting Date: 09/03/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

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 printed on the same sheet for convenience.

These items are in a state of disrepair and/or repair costs would exceed the value of the item and/or they have exceeded their life expectancy.

FINANCIAL CONSIDERATION

None.

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.

Attachments

Resolution 26-XX Disposal of Certain Surplus Property
Surplus Property List September 3, 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 3rd day of September 2026.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

CITY OF ROSWELL
ASSET DISPOSAL LIST
FY2026 RESOLUTION 26-XX
SEPTEMBER 3, 2026

EXHIBIT B - VALUES MORE THAN \$2,500

DEPT	REMOVAL TYPE	DESCRIPTION	COMPUTER SANITIZED OR N	Y	PURCHASE COST	SERIAL OR VIN #	TAG #	ASSET #	DEPRECIATED VALUE	ESTIMATED VALUE		AUCTION RESERVE	MINIMUM PRICE
SOLID WASTE	AUCTION	2004 FORD F-150			\$ 20,126.00	1FTPX14524NB77227	332	6298	\$ -	\$ 4,676.00	*	\$ 1,000.00	\$ 1,000.00
ANIMAL CONTROL	AUCTION	2014 FORD F-150			\$ 22,100.00	1FTEX1CM8EKF07794	578	14630	\$ -	\$ 13,200.00	*	\$ 1,000.00	\$ 1,000.00
STREETS	AUCTION	2016 DODGE RAM 1500 CREW CAB (NEEDS ENGINE)			\$ 14,000.00	1C6RR7XT9GS193731	93731	26392	\$ 6,066.71	\$ 12,375.00	*	\$ 2,000.00	\$ 2,000.00

* ESTIMATED FROM BEENVERIFIED

EXHIBIT A - VALUES LESS THAN \$2,500

DEPT	REMOVAL TYPE	DESCRIPTION	COMPUTER SANITIZED OR N	Y	PURCHASE COST	SERIAL OR VIN #	TAG #	ASSET #	DEPRECIATED VALUE	ESTIMATED VALUE		AUCTION RESERVE	MINIMUM PRICE
UNKNOWN	AUCTION	HEADACHE RACK AND TOOLBOX						CHATEL	N/A	\$ 100.00		\$ 100.00	\$ 100.00
ADULT CENTER	SCRAP	AIR CONDITIONER UNIT A			UNKNOWN	G009107		UNKNOWN	\$ -	\$ -		\$ -	\$ -
ADULT CENTER	SCRAP	AIR CONDITIONER UNIT 1			\$ 9,760.16	4514C79681		14828	\$ -	\$ -		\$ -	\$ -
ADULT CENTER	SCRAP	AIR CONDITIONER UNIT 1A			UNKNOWN	D03348		UNKNOWN	\$ -	\$ -		\$ -	\$ -
ADULT CENTER	SCRAP	AIR CONDITIONER UNIT 2			\$ 6,142.75	927100145L		14469	\$ -	\$ -		\$ -	\$ -
ADULT CENTER	SCRAP	AIR CONDITIONER UNIT 2B			UNKNOWN	C9013019		UNKNOWN	\$ -	\$ -		\$ -	\$ -
ADULT CENTER	SCRAP	AIR CONDITIONER UNIT 4			\$ 4,600.00	1614C17361		14470	\$ -	\$ -		\$ -	\$ -
ADULT CENTER	SCRAP	AIR CONDITIONER UNIT 5			\$ 6,876.00	5606K01403		26349	\$ 3,765.33	\$ -		\$ -	\$ -
ADULT CENTER	SCRAP	AIR CONDITIONER UNIT 6			UNKNOWN	N069987645		UNKNOWN	\$ -	\$ -		\$ -	\$ -
ADULT CENTER	SCRAP	AIR CONDITIONER UNIT 7			UNKNOWN	N069987644		UNKNOWN	\$ -	\$ -		\$ -	\$ -
ADULT CENTER	SCRAP	AIR CONDITIONER UNIT 8			UNKNOWN	N009987606		UNKNOWN	\$ -	\$ -		\$ -	\$ -
ADULT CENTER	SCRAP	AIR CONDITIONER UNIT 9			\$ 4,932.78	N0F8988866		14472	\$ -	\$ -		\$ -	\$ -
ADULT CENTER	SCRAP	AIR CONDITIONER UNIT 11			\$ 4,932.78	N0L8414836		14471	\$ -	\$ -		\$ -	\$ -
ADULT CENTER	SCRAP	AIR CONDITIONER UNIT 12			\$ 4,932.77	N0E8910039		14473	\$ -	\$ -		\$ -	\$ -
ADULT CENTER	SCRAP	AIR CONDITIONER UNIT 15			UNKNOWN	5697H02658		UNKNOWN	\$ -	\$ -		\$ -	\$ -
IT	SCRAP	HP ENVY DV6 LAPTOP	Y		\$ 589.99	2CE2430W19	004151	13413	\$ -	\$ -		\$ -	\$ -
IT	SCRAP	HP PAVILION DV6 LAPTOP	Y		\$ 699.99	2CE2251P3J	004141	13404	\$ -	\$ -		\$ -	\$ -
IT	SCRAP	DELL LATITUDE 5414 RUGGED LAPTO	Y			F8ZVSG2	COR000276	CHATEL	\$ -	\$ -		\$ -	\$ -
IT	SCRAP	DELL LATITUDE 5424 RUGGED LAPTO	Y			7G1NTG2	COR000303	CHATEL	\$ -	\$ -		\$ -	\$ -
WM&T	SCRAP	PIERCING TOOL			\$ 5,698.00	8009110015		1930	\$ -	\$ -		\$ -	\$ -
WM&T	SCRAP	PIERCING TOOL			\$ 5,698.00			310	\$ -	\$ -		\$ -	\$ -
WWTP LAB	AUCTION	THERMO-SCIENTIFIC MUFFLE FURNACE			\$ 3,022.45	1126343601190220	100320	C000180	\$ -	\$ 10.00		\$ 10.00	\$ 10.00
POLICE	SCRAP	2024 DODGE DURANGO (TOTAL LOSS)			\$ 44,723.00	1C4SDJFT3RC214187	14187	26558	\$ 28,324.63	\$ -		\$ -	\$ -
POLICE	SCRAP	2021 DODGE RAM 1500 (TOTAL LOSS)			\$ 30,485.00	1C6RR7XT0MS567364	67364	26131	\$ -	\$ -		\$ -	\$ -
UNKNOWN	SCRAP	DOWNDRAFT SWAMP COOLER (LARGE)			UNKNOWN	NL299187		UNKNOWN	\$ -	\$ -		\$ -	\$ -
UNKNOWN	SCRAP	DOWNDRAFT SWAMP COOLER (LARGE)			UNKNOWN	NL299178		UNKNOWN	\$ -	\$ -		\$ -	\$ -
UNKNOWN	SCRAP	DOWNDRAFT SWAMP COOLER (LARGE)			UNKNOWN	NL299096		UNKNOWN	\$ -	\$ -		\$ -	\$ -
UNKNOWN	SCRAP	DOWNDRAFT SWAMP COOLER (SMALL)			UNKNOWN	2361665		UNKNOWN	\$ -	\$ -		\$ -	\$ -
UNKNOWN	SCRAP	CARRIER PACKAGE UNIT (A/C AND HEATER)			UNKNOWN	4220C62332		UNKNOWN	\$ -	\$ -		\$ -	\$ -
UNKNOWN	SCRAP	NATURAL GAS HEATER			UNKNOWN	01636		UNKNOWN	\$ -	\$ -		\$ -	\$ -
ZOO	DONATION	PEAFOWL AND CHICKS			N/A	N/A	N/A	N/A	\$ -	\$ -		\$ -	\$ -

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Finance Committee

13.

Meeting Date: 09/03/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider recommending approval of a budget adjustment in the amount of \$2,000,000 and approval to purchase FEMA claims consulting from DRS, Disaster Recovery Services. (Rogers)

BACKGROUND:

Initiated by: Mac Rogers

This item is requesting a budget adjustment and approval of the Letter of Engagement for DRS, Disaster Recovery Services, for phase III FEMA claims recovery consulting. This is a multi year agreement extending through December 2027 in the amount of \$2,000,000. These Services will be procured through HGAC Contract #HP08-21. The first phase of the DRS services was provided through a grant from SENMEDD with phase II approved by City Council on May 8th, 2025. All of the Services for Phase II have been approved by FEMA and we expect to receive reimbursement for these services soon. Category Z management costs are the only damages eligible for 100% reimbursement by FEMA, making this item revenue neutral. DRS has an in depth understanding of the City's damages and has played a critical role in helping the City secure funding from FEMA's public assistance program.

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expenses): Budget Adjustment Needed

Revenue - FEMA (2603-489100): \$2,000,000

Expense - FEMA Contract Professional Services (26033005-654801): \$2,000,000

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

DRS LOE Phase III
HGAC Contract

LETTER OF ENGAGEMENT FOR PROFESSIONAL SERVICES - ADDENDUM 1

RE: **City of Roswell, New Mexico**
New Mexico Severe Storm and Flooding
Declaration Date November 1, 2024 (DR-4843)
Incident Period: October 19 – 20, 2024
Effective Date: August 24, 2025

Disaster Recovery Services (DRS), a division of Specialty Program Group, LLC d/b/a Delivering Results & Solutions is pleased to present this Letter of Engagement (Addendum 1) to the City of Roswell, New Mexico (CLIENT) for FEMA claims recovery consulting services. This LOE is effective as of August 24, 2025 and will continue through December 31, 2027. Any extensions after December 31, 2027 will require approval of CLIENT.

Scope of Work

DRS proposes continued claims management to complete the anticipated scope of work, with the understanding that the lifecycle of FEMA claims typically evolves into multiple phases for DRS. This Addendum addresses Phase III:

Phase III – Continuation of FEMA Claims Consulting

Assist CLIENT with the **(i)** preparation, **(ii)** review, **(iii)** submittal, and **(iv)** close out of disaster cost recovery claims with FEMA. This LOE serves as a continuation of the Phase II scope of work as well as additional tasks including, but not limited to the following:

- Continuation of Category A and Category B FEMA project formulation.
- Continuation of Category C through G FEMA project formulation.
- Manage and maintain FEMA Grants Portal for all projects relating to this disaster event.
- Perform site inspections to identify and develop FEMA's DDD (description of damages and dimensions).



- Manage Essential Elements of Information (EEI) and scope surveys in FEMA Grants Portal.
- Provide detailed RS Means estimating for any repair work not completed to date (at request of CLIENT).
- Consider 50% Rule project candidates, substantial damage project candidates and/or other alternate project options like capped improved projects or fixed capped grants.
- Participate in bi-weekly meetings with FEMA.
- Participate in bi-weekly meetings with New Mexico Department of Homeland Security and Emergency Management (NM DHSEM).
- Respond to FEMA RFIs (requests for information) from the Consolidated Resource Center (CRC) or other FEMA representatives.
- Respond to NM DHSEM RFIs (requests for information).
- Prepare, collect, and organize voucher packages to support external expenditures:
 - Contracts
 - Purchase Orders
 - Quotes, estimates, or proposals
 - Inspection reports
 - Invoices
 - Proof of payment support
- Create FEMA procurement packages for post event repair contracts.
- Explore Hazard Mitigation opportunities with FEMA.
- Drive closeout process with NM DHSEM including quarterly progress reporting, reimbursement requests, advance requests, time extensions, cost overruns and final compliance reviews. This will include completing and maintaining P.4 forms, Duplication of Benefit forms and analyses, etc.
- Assist with potential appeals with FEMA.
- Assist CLIENT with Flood Recovery Task Force planning and execution for obligated FEMA projects.
- Provide FEMA project status reports to CLIENT upon request.



This LOE does not provide legal advice.

It is understood and agreed that DRS's services may include advice and recommendations; however, all decisions in connection with the implementation of such advice and recommendations are the sole responsibility of, and made by, CLIENT. Any analysis, correspondence, or documents prepared by DRS are to be used only for the purposes of this Agreement and may not be published or used for any other purpose without DRS's written consent.

Project Timing

Project timing may be contingent upon a number of factors, including:

- The time required to repair and replace damaged property;
- The period over which CLIENT must incur claim related expenses;
- The period of interruption sustained due to the loss event;
- The CLIENT'S accounting closing cycle and production of documents required to document the loss; and/or,
- FEMA's and/or DHSEM's review time.

Confidentiality

DRS anticipates that CLIENT will disclose certain technical, financial, strategic, and other proprietary and confidential information relating to its business operations and properties ("Confidential Information") to DRS for the purposes of this Agreement. DRS agrees to keep this information confidential and neither DRS nor any of its employees or agents directly or indirectly shall use any Confidential Information furnished by or on behalf of CLIENT for any purpose except in furtherance of services to be rendered by DRS pursuant to this Agreement.

Pricing and Payment

Phase III – Not-to-exceed budget of \$2,000,000



Actual fee charges to CLIENT will be based solely upon the actual hours of service provided, at rates described below.

All activities will be tracked so CLIENT may seek reimbursement of eligible DRS fees under FEMA's management cost allowance. This LOE and any subsequent scope of work task order is not reliant or contingent upon any third-party funding source.

DRS will be entitled to receive payment from CLIENT for services performed by DRS in accordance with HGAC-Contract #HP08-25 per the rates shown below.

Senior Managing Consultant/Director	\$310
Managing Consultant	\$270
FEMA Consultant	\$250
Senior Consultant	\$210
Consultant	\$175
Associate Consultant	\$150
Senior Construction Project Manager	\$295
Senior Building and Equipment Professionals	\$245
Area Construction Manager	\$205
Design Specialist	\$205
Support	\$85

- In addition to professional fees set forth above, DRS may also bill monthly for any travel expenses required. Reasonable and customary travel expenses will be tracked to the specific engagement, if necessary. If other costs originate with outside vendors, they will be passed on at their cost to us.
- DRS will provide CLIENT with consultants that have the specialized knowledge for each authorized scope of work task order. In some instances, these professionals will not be local to CLIENT and their project involvement will require travel to CLIENT's project site.
- Invoices will be sent monthly and are due upon receipt.
- DRS reserves the right to halt or terminate entirely its services until payment is received on past due invoices.



- CLIENT or DRS may terminate this Agreement, with or without cause, effective immediately upon written notice at which time DRS's obligation to render services terminates immediately and DRS is entitled to receive payment for services rendered through the date of termination.

This Agreement represents the full and complete understanding and agreement of CLIENT and DRS. Upon signed acceptance, this Letter of Engagement will govern DRS's provision of services for CLIENT.

CITY OF ROSWELL, NEW MEXICO	DISASTER RECOVERY SERVICES, A DIVISION OF SPECIALTY PROGRAM GROUP LLC
By:	By:
Name:	Name: Deb Gallagher
Title:	Title: Managing Director, PE Practice Leader
Date:	Date:

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Disaster Recovery Services a Division of Specialty Program Group LLC - Public Services - ID: 14631 - HP08-25

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Disaster Recovery Services a Division of Specialty Program Group LLC, hereinafter referred to as the Contractor, having its principal place of business at 101 Creekside Crossing, Suite 1700-232, Brentwood, TN 37027.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-

GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

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 task 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.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include

compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Aug 01 2025 and ends Jul 31 2029. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be

conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H- GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of

increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Unless otherwise addressed, the following requirements shall apply:

- a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to End User at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by End User unless otherwise agreed to by Contractor. If Contractor will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If End User will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
- b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on Form E. Any freight, shipping or delivery charged to End User will be prepaid and added to the invoice, and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the End User.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in

either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master 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 Master 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 Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement

of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system 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 or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, 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); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, 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). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent 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 (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding

agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

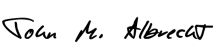
In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated 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 (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

**Disaster Recovery Services a Division of
Specialty Program Group LLC**

H-GAC

Signed by:
Signature 
EAC8076425DA4E9...

Name John M. Albrecht

Title CEO

Date 8/11/2025

DocuSigned by:
Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 8/18/2025

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

**Cooperative Agreement - Contract - Disaster Recovery Services a Division of Specialty Program Group LLC -
Public Services - ID: 14631**

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC, as follows. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10)

business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to academic institutions, or the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the

following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and

with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means 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 specifically 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; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system 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 or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, 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); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, 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). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to 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., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor 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 Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of 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) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders 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.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify 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 CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, 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 Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master 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 a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. 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.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance 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 (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Attachment A
Disaster Recovery Services
All Hazards Preparedness, Planning, Consulting & Recovery Services
Contract No.: HP08-25
Pricing Effective: Aug 2025

Supplier	Description of Services	HGACBuy Discount
Disaster Recovery Services	Services and Professional position labor rates per Disaster Recovery Services HP08-25 Response Price Form submitted June 2025	20-30%

5. Service Categories

This is an indefinite quantity/indefinite delivery offerings contract – The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

5.1. Categories

H-GAC is soliciting responses that encompass professional planning, advising, consulting and continuity of operation activities which may fit in the areas of Homeland Security, Disaster Preparedness, and Emergency Response & Recovery.

Services requested may include, but are not limited to, studying, monitoring, reporting, documenting, managing, analyzing, assessing, designing, and other related work.

The following is the broad scope of categories to be addressed:

- Emergency operations
- Planning and response
- Contingency
- Risk assessment
- Vulnerability
- Hazards and operability
- Hazard mitigation
- Incident response
- Testing
- Training, cleanup, and exercise programs
- Restoration
- Structural assessments, reconstruction, and rehabilitation
- Project management
- Construction management
- General contracting services
- Repairing, remodeling, and renovation services to include:

Request For Proposal #HP08-25

Title: All Hazards Preparedness, Planning, Consulting & Recovery Services

- roofing, asset management, logistics and support, disaster/emergency warning and notification systems, regional response, decontamination, continuity of operations planning, data management, documentation, water and smoke cleanup and rehabilitation, temporary response facilities and services, and debris removal monitoring (debris removal services are **not** included in this solicitation.)

This description of services is not meant to be limiting. Rather, we are interested in securing Contractors that can provide a broad range of services related to this general scope of services.

Respondents must understand the intricacies of the laws, regulations, policies, timelines, requirements, processes, and systems that govern eligibility and reporting for FEMA, HUD, HHS, EPA and other Federal, State, or Local agencies with regard to all relevant funding sources. Respondents must understand and be available to assist Members in meeting the applicable requirements, including but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards codified at 2 CFR Part 200.

5.2. [Final Contract Deliverables](#)

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

14.

Meeting Date: 09/03/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider adoption of Resolution 26-XX Roswell Transit FY2028 Financial Commitment. (Hicks)

BACKGROUND:

Initiated by: Becky Hicks

On August 17, 2028, the NMDOT opened the Transit Section 5311 grant application for FY2028. The application process includes a Resolution from the governing body of the City of Roswell for financial support. The application is due by October 2, 2026. Due to this unusual timeline, we were unable to present the request to Infrastructure Committee prior to Finance and City Council. This Resolution is required by NMDOT every year.

FINANCIAL CONSIDERATION:

There is no immediate financial impact associated with this item. Roswell Transit will go through the normal budgeting process in the spring of 2027 for FY2028. Please see attachment for financial breakdown, i.e. federal and local match.

LEGAL REVIEW:

Resolution 26-XX must be adopted by a majority vote of the entire City Council.

BOARD AND COMMITTEE ACTION:

The Finance Committee is the first and only committee to vote on this Resolution ahead of City Council.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Resolution 26-XX FY2028 Financial Commitment for Roswell Transit
FY2028 Summary Budget Worksheet
FY2028 Detailed Transit Budget with history
Roswell Transit Bus Replacement Schedule

RESOLUTION 26-XX

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO AUTHORIZING THE FILING OF AN APPLICATION TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR FUNDING ASSISTANCE FOR PUBLIC TRANSPORTATION FOR THE FEDERAL FISCAL YEAR OCTOBER 1, 2027 TO SEPTEMBER 30, 2028.

WHEREAS, the State of New Mexico receives federal funding through the New Mexico Department of Transportation from the Federal Transit Administration (FTA) under U.S.C. 5311; and

WHEREAS, the New Mexico Department of Transportation is authorized to administer this program and provide funding assistance for local transportation programs; and

WHEREAS, the City of Roswell is interested in maintaining present public transportation services needed by residents of the City; and

WHEREAS, the City of Roswell supports this program and proposes to provide local matching funds in the amount of \$1,087,100.68.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that Roswell Transit is authorized to file an application to the New Mexico Department of Transportation for funding assistance to continue local public transportation services for the federal fiscal year 2027-2028. The City Manager is hereby authorized to act as the representative of the City of Roswell in the execution of this program.

PASSED, ADOPTED, SIGNED and APPROVED the 10th day of September 2026.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk



ROSWELL TRANSIT

FEDERAL TRANSIT ADMINISTRATION 5311 FUND GRANT REQUEST

Fiscal Year Ending September 30, 2028

ADMINISTRATION EXPENSES

Federal Share (80%)	\$	292,326.02
Local Share (20%)	\$	73,081.51
Total Administration Expenses	\$	365,407.53

OPERATING EXPENSES

Federal Share (50%)	\$	902,786.07
Local Share (50%)	\$	902,786.07
Total Operating Expenses	\$	1,805,572.14

CAPITAL EXPENSES

Federal Share (80%)	\$	444,932.40
Local Share (20%)	\$	111,233.10
Total Capital Expenses	\$	556,165.50

SUMMARY OF REQUESTED FY2028 EXPENSES

FEDERAL SHARE	\$	1,640,044.49
LOCAL SHARE	\$	1,087,100.68
TOTAL	\$	2,727,145.17

REVENUES

Projected Passenger Fares Revenue	\$	21,000.00
NMDOT Reimbursement	\$	1,629,544.49
TOTAL REVENUE	\$	1,650,544.49

5311 Historical and Application Year Budget						
City of Roswell 515 North Main Street Roswell, New Mexico 88201	FY24 Actuals	FY25 Actuals	FY26 thru July Actuals	FY26 Prorated thru 9/30/2026	FY27 Awarded	FY28 Request
ADMINISTRATION EXPENSES						
1-01-00 Salaries and Wages						
1-01-05 Director	\$ 106,713.24	\$ 102,718.00	\$ 98,064.32	\$ 117,677.18	\$ 125,000.00	\$ 125,000.00
1-01-10 Managers	\$ 65,729.89	\$ 64,695.92	\$ 60,685.34	\$ 72,822.41	\$ 78,000.00	\$ 81,000.00
1-01-12 Financial Manager						
1-01-15 Clerical Support Staff						
1-01-20 Accounting Staff						
1-01-25 Administrative Assistant	\$ 44,963.70	\$ 37,558.93			\$ 42,000.00	
1-01-30 Village Administrator						
1-01-35 CFO						
1-01-40 Salary Adjustments						
1-01-45 Chief Executive Officer						
1-01-50 Transportation Coordinator						
1-01-55 Public Works Director						
1-01-60 Janitor			\$ 29,762.47	\$ 35,714.96		\$ 37,500.00
1-01-65 Temporary						
1-01-95 Other						
1-02-00 Fringe Benefits						
1-02-05 FICA	\$ 16,856.85	\$ 14,796.68	\$ 13,807.79	\$ 16,569.35	\$ 18,742.50	\$ 18,627.75
1-02-10 PERA Retirement	\$ 24,235.74	\$ 22,691.68	\$ 21,864.89	\$ 26,237.87	\$ 28,910.00	\$ 31,655.00
1-02-15 Health Insurance	\$ 46,385.20	\$ 48,888.52	\$ 36,990.21	\$ 44,388.25	\$ 50,686.53	\$ 53,220.86
1-02-20 Unemployment Insurance						
1-02-25 Workmen's Compensation	\$ 27.60	\$ 25.30	\$ 23.23	\$ 30.97	\$ 27.60	\$ 30.60
1-02-30 Other Fringe Benefits	\$ 6,290.00	\$ 6,380.31	\$ 3,740.25	\$ 4,488.30	\$ 7,498.40	\$ 7,873.32
1-02-95 Other						
1-03-00 Communications						
1-03-05 Fax Machine						
1-03-10 Internet Subscriber Services						
1-03-15 Postage						
1-03-20 Telephone						
1-03-25 Cell Phone						
1-03-30 Radio						
1-03-35 Repeater Fees						
1-03-95 Other						
1-04-00 Contractual Services						
1-04-05 Audit						
1-04-10 Advertising	\$ 6,090.00					
1-04-15 Equipment Rental /Lease		\$ 105.55				
1-04-20 Contractual Services - Other		\$ 442.44				
1-04-25 Contractual Services - Janitorial						
1-04-26 Temporary Employment Services						
1-04-27 Accounting						
1-04-28 Consulting Services						
1-04-30 Indirect Costs						
1-04-95 Other						
1-05-00 Dues and Subscriptions						
1-05-05 NMTA		\$ 400.00			\$ 480.00	\$ 500.00
1-05-10 SWTA						
1-05-15 Transit Publications						
1-05-20 CTAA						
1-05-25 Business Registration Fees						
1-05-95 Other		\$ 51.96			\$ 82.57	
1-06-00 Equipment						
1-06-05 Equipment Lease						
1-06-10 Equipment Repair						
1-06-15 Computer Purchase						
1-06-20 Software Purchase						
1-06-25 Software Lease						
1-06-95 Other						
1-07-00 Insurance						
1-07-05 Buildings and Contents						

1-07-10 General & Employee Liability Insurance						
1-07-15 Surety and Fidelity Bonds						
1-07-20 Claims Deductible						
1-07-25 Vehicle Insurance		\$ 20,281.00				
1-07-95 Other						
1-08-00 Occupancy Costs						
1-08-05 Office Rent						
1-08-10 Utilities		\$ 2,035.50				
1-08-20 Building Maintenance						
1-08-95 Other						
1-09-00 Personnel Costs						
1-09-10 Physicals						
1-09-12 Drug Screens						
1-09-15 Vaccinations						
1-09-95 Other						
1-10-00 Printing/Copying Costs						
1-10-05 Printing						
1-10-10 Copying						
1-10-95 Other						
1-11-00 Supplies						
1-11-05 Office Supplies		\$ 481.69				
1-11-12 Equipment under \$1000		\$ 515.40				
1-11-10 Furniture under \$1000						
1-11-20 Janitorial Supplies			\$ 7,821.51	\$ 9,385.81		\$ 10,000.00
1-11-95 Other						
1-12-00 Training						
1-12-05 Training	\$ 145.00	\$ 125.00				
1-12-95 Other						
1-13-00 Travel						
1-13-05 Mileage						
1-13-10 Public Transport Fares						
1-13-15 Per Diem						
1-13-20 Registration Fees						
1-13-25 Lodging and Meals						
1-13-30 Other						
TOTAL ADMIN (Federal and Local) Awarded	\$ 317,437.22	\$ 322,193.88	\$ 272,760.01	\$ 327,315.11	\$ 351,427.60	\$ 365,407.53
Local Share (20%)	\$ 69,806.90	\$ 64,438.78	\$ 54,552.00	\$ 65,463.02	\$ 70,285.52	\$ 73,081.51
Federal Share (80%)	\$ 247,630.32	\$ 257,755.10	\$ 218,208.01	\$ 261,852.09	\$ 281,142.08	\$ 292,326.02
OPERATING EXPENSES						
2-01-00 Salaries and Wages						
2-01-05 Supervisor	\$ 69,832.10	\$ 61,424.73	\$ 93,918.87	\$ 112,702.64	\$ 120,000.00	\$ 126,000.00
2-01-10 Drivers	\$ 633,767.53	\$ 658,110.64	\$ 552,887.73	\$ 663,465.28	\$ 788,700.00	\$ 828,000.00
2-01-15 Mechanics						
2-01-20 Dispatcher						
2-01-25 Janitor	\$ 29,962.35	\$ 33,281.38			\$ 35,500.00	
2-01-30 Salary Adjustment						
2-01-35 Overtime						
2-01-40 Mechanic Supervisor						
2-01-45 Auto Parts Clerk						
2-01-50 Maintainer						
2-01-55 Accountant						
2-01-60 Laborer						
2-01-95 Other						
2-02-00 Fringe Benefits						
2-02-05 FICA	\$ 53,877.89	\$ 55,538.61	\$ 47,456.39	\$ 56,947.67	\$ 72,300.00	\$ 72,981.00
2-02-10 PERA Retirement	\$ 70,459.60	\$ 72,764.02	\$ 65,362.24	\$ 78,434.69	\$ 93,100.00	\$ 124,020.00
2-02-15 Health Insurance	\$ 98,094.87	\$ 117,203.10	\$ 117,635.83	\$ 141,163.00	\$ 120,000.00	\$ 148,221.15
2-02-20 Unemployment Insurance						
2-02-25 Worker's Compensation	\$ 17,777.70	\$ 14,909.54	\$ 22,772.00	\$ 22,815.67	\$ 25,000.00	\$ 26,250.00
2-02-30 Other	\$ 12,887.93	\$ 12,779.66	\$ 11,310.81	\$ 13,572.97	\$ 16,000.00	\$ 16,800.00
2-03-00 Communications						

2-03-05 Cell Phone	\$ 366.49	\$ 280.82				\$ -
2-03-10 Telephone	\$ 460.06	\$ 384.16	\$ 61.65		\$ 700.00	\$ -
2-03-15 Radio Repeater						\$ -
2-03-20 Mobile Radio						\$ -
2-03-25 Radio (AirTime)	\$ 2,952.03	\$ 3,030.63	\$ 3,118.20	\$ 3,118.20	\$ 4,000.00	\$ 4,000.00
2-03-95 Other (wifi for buses)		\$ 340.38				
2-04-00 Contractual Services						
2-04-05 Maintenance - Machinery						
2-04-05 Maintenance - Equipment	\$ 2,272.20	\$ 755.66	\$ 926.24	\$ 1,111.49	\$ 2,500.00	\$ 2,500.00
2-04-10 Equipment Rental/Lease	\$ 1,561.91	\$ 1,928.67	\$ 1,224.33	\$ 1,469.20	\$ 2,000.00	\$ 2,000.00
2-04-15 Contractual Services - Other	\$ 11,984.47	\$ 76,175.39	\$ 30,802.12	\$ 32,209.94	\$ 48,000.00	\$ 40,000.00
2-04-20 Transit Services						
2-04-30 Indirect Cost Rate						
2-04-95 Other						
2-05-00 Equipment						
2-05-10 Assigned Vehicle Use						
2-05-25 Equipment Repair	\$ 420.00				\$ 3,000.00	
2-05-95 Other	\$ 3,388.67	\$ 4,098.79	\$ 2,247.08	\$ 2,696.50	\$ 5,000.00	\$ 5,000.00
2-06-00 Occupancy Costs						
2-06-05 Building Maintenance	\$ 17,474.88	\$ 28,643.96	\$ 30,902.34	\$ 37,082.81	\$ 30,000.00	\$ 35,000.00
2-06-10 Operational Rent						
2-06-15 Utilities	\$ 13,047.41	\$ 19,968.16	\$ 17,999.75	\$ 21,599.70	\$ 22,000.00	\$ 25,000.00
2-06-20 Building Insurance		\$ 72,206.00	\$ 54,855.00	\$ 54,855.00	\$ 27,000.00	\$ 58,000.00
2-06-25 Building and Grounds						
2-06-30 Pest Control	\$ 770.71	\$ 734.03	\$ 943.55	\$ 1,132.26	\$ 1,000.00	\$ 1,200.00
2-06-35 Landscaping services						
2-06-25 Building and Grounds						
2-07-00 Personnel Costs						
2-07-03 Uniform Laundry Services						
2-07-05 Uniform Purchase	\$ 3,254.74	\$ 3,361.31	\$ 8,386.40	\$ 9,030.08	\$ 5,000.00	\$ 6,000.00
2-07-06 Background Checks						
2-07-10 Vaccinations						
2-07-12 Drug Screens						
2-07-15 Physicals						
2-07-95 Other						
2-08-00 Supplies						
2-08-05 Shop Supplies						
2-08-10 Furniture & Equipment under \$500		\$ 143.51			\$ 3,000.00	\$ 3,000.00
2-08-15 Printing						
2-08-95 Other	\$ 17,024.17	\$ 7,960.78	\$ 6,162.86	\$ 7,395.43	\$ 11,000.00	\$ 8,000.00
2-09-00 Training						
2-09-05 Training		\$ 1,468.20	\$ 200.00	\$ 200.00	\$ 3,600.00	\$ 3,600.00
2-09-95 Training Other						
2-10-00 Travel						
2-10-05 Mileage						
2-10-10 Public Transport Fares						
2-10-15 Per Diem	\$ 1,357.00				\$ 1,000.00	\$ 1,000.00
2-10-20 Registration Fees	\$ 450.00		\$ 605.00	\$ 726.00	\$ 1,000.00	\$ 1,000.00
2-10-25 Lodging & Meals	\$ 879.78	\$ 1,862.79	\$ 2,907.92	\$ 3,489.50	\$ 3,000.00	\$ 3,500.00
2-10-30 Other						
2-11-00 Vehicle Costs						
2-11-05 Fuel	\$ 89,399.70	\$ 88,684.14	\$ 76,477.05	\$ 91,772.46	\$ 105,000.00	\$ 115,500.00
2-11-10 License & Fees						
2-11-15 Oil & Lubricants						
2-11-20 Replacement Parts	\$ 14,227.68	\$ 8,829.85	\$ 12,275.05	\$ 14,730.06	\$ 10,000.00	\$ 15,000.00
2-11-25 Tires						
2-11-30 Vehicle Maintenance	\$ 21,422.73	\$ 22,336.91	\$ 16,738.31	\$ 20,085.97	\$ 25,000.00	\$ 25,000.00
2-11-35 Vehicle Painting						
2-11-40 Vehicle Interior Maintenance	\$ 288.13					
2-11-45 Freight						
2-11-50 Vehicle Repair	\$ 58,700.71	\$ 69,760.13	\$ 74,103.01	\$ 88,923.61	\$ 100,000.00	\$ 105,000.00
2-11-60 Vehicle Insurance	\$ 8,431.00		\$ 19,641.00	\$ 19,641.00		\$ 25,000.00
2-11-95 Other						
TOTAL OPERATING (Federal and Local) Amount	\$ 1,256,794.44	\$ 1,438,965.95	\$ 1,271,920.73	\$ 1,500,371.12	\$ 1,683,400.00	\$ 1,826,572.15

REVENUE - FARES (Estimated)	\$ 54,557.27	\$ 44,554.94	\$ 16,758.12	\$ 20,109.74	\$ 25,000.00	\$ 21,000.00
Other Revenue - ADVERTISING (Estimated)						
Other Revenue = CONTRACTING (Estimated)	\$ 2,524.00	\$ 1,747.00			\$ 1,200.00	
Revenue Total	\$ 54,557.27	\$ 44,554.94	\$ 16,758.12	\$ 20,109.74	\$ 25,000.00	\$ 21,000.00
Total Operating Expenses	\$ 1,202,237.17	\$ 1,394,411.01	\$ 1,255,162.61	\$ 1,480,261.38	\$ 1,658,400.00	\$ 1,805,572.15
Local Share (50%)	\$ 601,118.59	\$ 697,205.51	\$ 627,581.31	\$ 740,130.69	\$ 829,200.00	\$ 902,786.07
Federal Share (50%)	\$ 601,118.59	\$ 697,205.51	\$ 627,581.31	\$ 740,130.69	\$ 829,200.00	\$ 902,786.07
TOTAL LOCAL: ADMIN & OPERATING	\$ 670,925.49	\$ 761,644.28	\$ 682,133.31	\$ 805,593.71	\$ 899,485.52	\$ 975,867.58
TOTAL FEDERAL: ADMIN & OPERATING	\$ 848,748.91	\$ 954,960.61	\$ 845,789.31	\$ 1,001,982.78	\$ 1,110,342.08	\$ 1,195,112.09
COMBINED LOCAL AND FEDERAL	\$ 1,519,674.39	\$ 1,716,604.89	\$ 1,527,922.62	\$ 1,807,576.49	\$ 2,009,827.60	\$ 2,170,979.67
CAPITAL EXPENSES						
3-01-00 Capital Expenses						
3-01-10 Computers						
3-01-25 Other Capital Expenses	\$ 19,900.00					
3-01-30 Benches/Signage						
3-01-35 Passenger Bus - 35 Foot Bus			\$ 198,193.00	\$ 611,991.00		\$ 413,798.00
3-01-35 Passenger Bus - 40 Foot Bus						
3-01-45 15 Passenger Van (W/Lift)						
3-01-50 15 Passenger Van (W/O Lift)						\$ 142,367.50
3-01-55 Bus Shelters						
3-01-60 Mobile Radios						
TOTAL CAPITAL (Federal and Local) Awarded	\$ 19,900.00		\$ 198,193.00	\$ 611,991.00	\$ -	\$ 556,165.50
LOCAL SHARE (20%)	\$ 3,980.00		\$ 39,638.60	\$ 122,398.20	\$ -	\$ 111,233.10
FEDERAL SHARE (80%)	\$ 15,920.00		\$ 158,554.40	\$ 489,592.80	\$ -	\$ 444,932.40
TOTAL LOCAL: ADMIN and OPERATING	\$ 674,905.49	\$ 761,644.28	\$ 721,771.91	\$ 927,991.91	\$ 899,485.52	\$ 1,087,100.68
TOTAL FEDERAL: ADMIN and OPERATING	\$ 864,668.91	\$ 954,960.61	\$ 1,004,343.71	\$ 1,491,575.58	\$ 1,110,342.08	\$ 1,640,044.49
TOTAL AWARD (Federal and Local)	\$ 1,539,574.39	\$ 1,716,604.89	\$ 1,726,115.62	\$ 2,419,567.49	\$ 2,009,827.60	\$ 2,727,145.17

BUS/VAN INVENTORY 07/01/2026

	BUS #	YEAR	MAKE	MODEL	VIN	GVWR	LIC PLATE	SEATS	MILEAGE	WHEN TO REPLACE
1	950	2015	CHEV	ARBOC C4500	1GB6G5BG9F1206700	14200	04872G	23	226,314	FY2026 OR 240,000 MILES
2	951	2019	CHEV	ARBOC C4500	1HA6GUBB6KN002736	14200	06100G	24	236,126	FY2027 OR 240,000 MILES
3	952	2019	CHEV	ARBOC C4500	1HA6GUBB8LN003873	14200	13167G	21	152,190	FY2028 OR 240,000 MILES
4	953	2019	CHEV	ARBOC C4500	1HA6GUBB5LN003751	14200	13166G	21	201,356	FY2028 OR 240,000 MILES
5	PT10	2015	DODGE	GRAND CARAVAN	2C7WDGBG5FR705623	6050	G97744	5	144,522	FY2025 OR 175,000 MILES
6	PT11	2018	DODGE	GRAND CARAVAN	2C4RDGBG7JR256562	6050	05617G	5	144,633	FY2026 OR 175,000 MILES
7	954	2023	FORD	TRANSIT	1FDEU6PG3PKA02173	11000	20366G	13	99,857	FY2032 OR 240,000 MILES
8	955	2023	FORD	TRANSIT	1FDEU6PG1PKA02222	11000	20365G	13	118,667	FY2032 OR 240,000 MILES
9	956	2023	FORD	TRANSIT	1FDEU6PG5PKA98355	11000	21060G	13	82,843	FY2032 OR 240,000 MILES
10	957	2023	FORD	TRANSIT	1FDEU6PG3PKB23964	11000	21054G	13	87,502	FY2032 OR 240,000 MILES
11	958	2023	FORD	TRANSIT	1FDEU6PG3PKA98371	11000	20932G	13	89,583	FY2032 OR 240,000 MILES
12	959	2023	FORD	TRANSIT	1FDEU6PG7PKB24017	11000	20931G	13	67,753	FY2032 OR 240,000 MILES
13	960	2025	CHEV	ARBOC G4500	1HA6BUB7XSN005067	14200	ORDERED	13	1,289	FY2034 OR 240,000 MILES
ROUTES: 3 ON MAIN, 4 ON-DEMAND, 3 PARATRANSIT (3 SPARES) = TOTAL VEHICLES 13										

highlighted vehicles slated for replacement in FY2028.

FY28
 ✓ 961 X
 ✓ 962 X
 ✓ 963
 ✓ 964
 ✓ PT12
 ✓ PT13

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

15.

Meeting Date: 09/03/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Recommend Resolution 26-XX Regarding A New Multi-Generational Area, the Spring River Zoo, Roswell Adult Center, and Peppermint Park. (Yntema)

BACKGROUND:

Initiated by: Councilor Halverson and Councilor Arnold

This resolution would provide direction to wind down operations of the Spring River Zoo by the end of FY27. In its place, the City Manager is instructed to provide a plan to the Governing Body for replacement of the Roswell Adult Center and other facilities at the location of the Spring River Zoo and old Peppermint Park utilizing available FEMA, state revolving loan funds, and Flood Bond funds, as necessary, for the betterment of Roswell consistent with, but not bound by the attached map.

FINANCIAL CONSIDERATION:

This project would be funded with a combination of FEMA reimbursements, state revolving loan funds, and Flood Bond funds.

LEGAL REVIEW:

The resolution has been submitted to City Attorney for review.

BOARD AND COMMITTEE ACTION:

The Flood Commission endorsed the plan to consolidate multiple FEMA projects into one major project and did not object to the location.

This item was on the Infrastructure Committee's agenda on August 17, 2026; the committee voted 4-0 to table it.

This item was on the Public Safety Committee's agenda on August 18, 2026; the committee voted 5-0 to table it.

The item is also on the Legal Committee's agenda for August 31, 2026.

STAFF RECOMMENDATION:

Consider the recommendation of Resolution 26-XX Regarding A New Multi-Generational Area, the Spring River Zoo, Roswell Adult Center, and Peppermint Park.

Attachments

Resolution 26-XX
Proposal

RESOLUTION 26-XX

A RESOLUTION REGARDING A NEW MULTI-GENERATIONAL AREA, THE SPRING RIVER ZOO, ROSWELL ADULT CENTER, AND PEPPERMINT PARK

WHEREAS, the governing body of the City of Roswell, is duly elected to represent and address the needs of its residents; and

WHEREAS, a goal of the governing body is to sustain and enhance the public welfare through parks and other recreational facilities; and

WHEREAS, the City suffered catastrophic flooding in October 2024; and

WHEREAS, this flood caused the damage or destruction of numerous public facilities including, but not limited to:

- The Adult Center,
- The Roswell Convention Center,
- The Roswell Museum,
- The Parks Department administrative building,
- The Boy Scout Building,
- The Ponds at the Spring River Zoo and the Smith Bird Sanctuary; and

WHEREAS, it would be irresponsible to replace most of these facilities at their current locations as they are well within the flood plain; and

WHEREAS, the City lacks the financial capacity to replace all damaged or destroyed facilities and also fund the long staffing term and maintenance necessary for each facility; and

WHEREAS, the Spring River Zoo is constantly subject to increased regulation, aging facilities, and increasing costs for limited the remaining animals' care; and

WHEREAS, the City wishes all of its animals to live in more humane facilities; and

WHEREAS, the City finds it financially advantageous and desirable to combine multiple FEMA reimbursable projects in order to create a new Multi-Generational Facility that will enhance the public welfare and provide for new state of the art facilities on the east side of the City;

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

The City Manager is instructed to wind down operations of the Spring River Zoo by the end of FY27. In its place, the City Manager is instructed to provide a plan to the Governing Body for replacement of the Roswell Adult Center and other facilities at the location of the Spring River Zoo and old Peppermint Park utilizing available FEMA, state revolving loan funds, and Flood Bond funds, as necessary, for the betterment of Roswell consistent with, but not bound by Exhibit A.

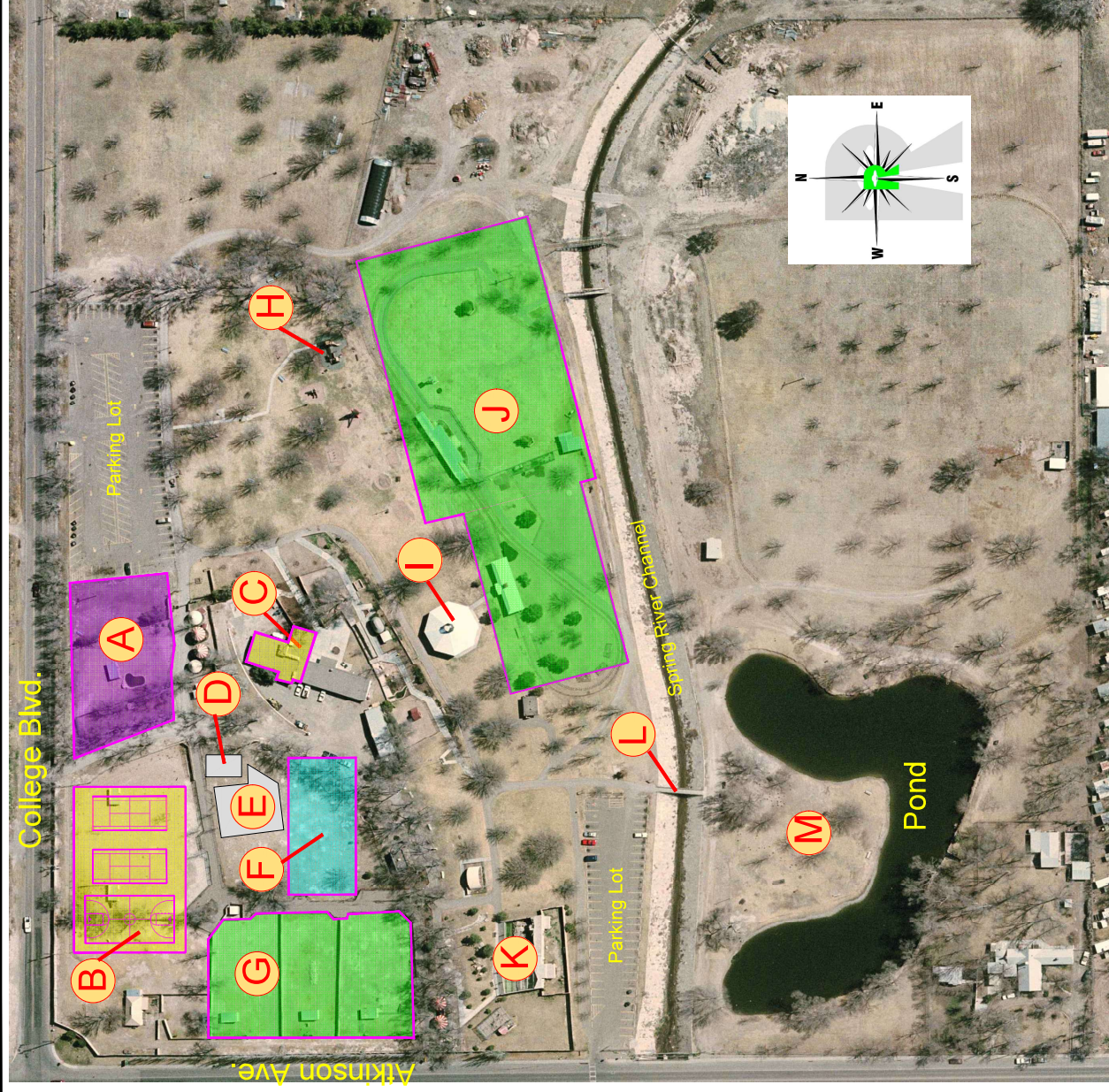
PASSED, ADOPTED, SIGNED, and APPROVED _____, _____.

CITY SEAL

ATTEST

Timothy Z. Jennings, Mayor

Amalia Martinez, City Clerk



LEGEND

- A** - Community Garden
- B** - Basketball/ Tennis Courts
- C** - Dining Hall & Banquet Room (Existing)
- D** - Pro Shop/ Fishing Pole Rental
- E** - Pickleball Court
- F** - New Classrooms/ Workshop Building
- G** - Dog Park
- H** - New/ Replace Playground Equipment
- I** - Repair/ Keep Carousel & Concession
- J** - Soccer Field/ Detention area
- K** - Detention Area
- L** - New ADA Bridge Access
- M** - Repair Pond - add Walking Path

Possible New Adult Center Recreation Complex

At Existing Zoo Location

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

16.

Meeting Date: 09/03/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider recommending the adoption of Resolution 26-XX for disclosing unauthorized disbursements and corrective action. (Gass)

BACKGROUND:

Initiated by: Councilor Gass

As of August 31, 2026, the City of Roswell has experienced a loss of \$350,000 resulting from a fraudulent withdrawal from the City's banking accounts. The matter has been reported to local, state, and federal law enforcement authorities for investigation and possible recovery of the funds. The investigation remains ongoing, and at this preliminary stage, there is no indication of criminal wrongdoing by City personnel.

Resolution No. 26-XX formally discloses the loss and directs the Finance Department and Office of the City Treasurer to coordinate with the City's External Auditors and Internal Auditor to develop and approve a comprehensive Banking Verification and Suspected Fraud Response Protocol. The protocol will include an Immediate Incident Checklist and Institutional Escalation Contacts and Procedures. All affected employees will be formally trained on the adopted protocol.

FINANCIAL CONSIDERATION:

The City has incurred an unauthorized loss of \$350,000. Recovery efforts remain subject to the ongoing investigation.

LEGAL REVIEW:

Legal has reviewed this item.

BOARD AND COMMITTEE ACTION:

Consider recommending the adoption of Resolution 26-XX for disclosing unauthorized disbursements and corrective action.

STAFF RECOMMENDATION:

Consider recommending the adoption of Resolution 26-XX for disclosing unauthorized disbursements and corrective action.

Attachments

Resolution 26-XX

RESOLUTION NO. 26-XX

A RESOLUTION DISCLOSING AN UNAUTHORIZED DISBURSEMENT OF THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000.00) AND DIRECTIVE TO PROMPTLY IMPLEMENT CORRECTIVE ACTIONS DESIGNED TO ENHANCE AND INCREASE INTERNAL CONTROLS AND SECURITY MEASURES WITHIN THE FINANCE DEPARTMENT.

WHEREAS, as of August 31, 2026, the City of Roswell has suffered the loss of \$350,000 due to a successful fraudulent withdrawal from the City's banking accounts; and

WHEREAS, the City of Roswell has promptly reported this loss to local, state, and federal law enforcement authorities for investigation and possible recovery of lost monies; and

WHEREAS, while the investigation continues to be ongoing, and there appears at this preliminary stage no implication of criminal wrongdoing on the part of City personnel, the City of Roswell Finance Committee desires to publish this loss with full transparency and direct corrective action be implemented within the Finance Department for the purpose of ensuring such losses cannot recur.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO the City of Roswell acknowledges its obligation to report the unauthorized loss of public monies and hereby formally directs the Finance Department and the Office of the City Treasurer to immediately coordinate with the City's External Auditors and City's Internal Auditor to develop and approve a comprehensive Banking Verification and Suspected Fraud Response Protocol and timely and formally train all affected employees in the adopted protocol, including the Immediate Incident Checklist and Institutional Escalations Contacts and Procedures.

PASSED, ADOPTED, SIGNED, and APPROVED September 10, 2026

CITY SEAL

ATTEST

Timothy Z. Jennings, Mayor

Amalia Martinez, City Clerk

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

17.

Meeting Date: 09/03/2026

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, 2027. (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 a budget adjustment, as summarized in Exhibit "A", to align the City's FY2026-2027 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: \$2,000,000.00

Expense: \$2,412,244.98

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, 2027.

STAFF RECOMMENDATION:

Staff recommends adopting Resolution 26-XX to approve a budget adjustment for the fiscal year ending June 30, 2027.

Attachments

Exhibit A
Resolution 26-XX

City of Roswell
Budget Adjustment
September 2026

Fund	Department		Category (Revenue/Expense)	Description	Proposed Adjustment (+/-)
2603	FEMA	2603-489100	Revenue	FEMA Management Cost Reimbursements	2,000,000.00
					2,000,000.00
5201	SW Landfill	52014342-817504	Expense	New Septic System	55,757.83
2603	FEMA	26033005-654801	Expense	Disaster Recovery Services	2,000,000.00
2257	DPS-LERF	22574119-793505	Expense	LERF Year 4 Reversion	6,487.15
1101	General	11014041-793000	Expense	Unauthorized Fradulent ACH withdrawal from City Account at Pioneer Bank	350,000.00
					2,412,244.98
1101	General	1101-922257	Transfer Out	LERF Year 4 Reversion	(6,487.15)
2257	DPS-LERF	2257-911101	Transfer In	LERF Year 4 Reversion	6,487.15
					-

RESOLUTION 26-XX

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO, AMENDING THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2027, 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 2026-2027, ending June 30, 2027; and

WHEREAS, the City of Roswell desires to amend said budget for \$2,000,000.00 in revenues and \$2,412,244.98 in expenses, detailed in Exhibit A and summarized below:

- Various Funds: Revenues \$2,000,000.00 and Expenses \$2,412,244.98

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 2026-2027.

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 10th day of September 2026.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Approval of Minutes 18.

Finance Committee

Meeting Date: 09/03/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Consider approval of the August 10, 2026, Regular Finance Committee Minutes.

Attachments

Draft of Minutes

**Regular Meeting of the Finance Committee
City Hall – Mike Mathews Conference Room
425 N. Richardson Ave.
Monday, August 10, 2026, at 1:00 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 1:02 PM with Councilor Gass presiding. Councilor Heldenbrand, Councilor Johnson, Councilor Cavin were present, and Councilor Halvorson was absent.

An invocation was given by Councilor Gass.

STAFF PRESENT

Mac Rogers, Toni Gomez, Tammi Smith, Corina Salas, Caroline Brooks, Bobbi Thompson, Justin Jones, Omar Gonzalez, Paul Vigil, Angela Garcia, Amalia Martinez, Mayor Timothy Z. Jennings, James MacCornack, Debbie Reyer, Abraham Chaparro, Enid Costley, Randy Bunch, Steve Chavez, Amanda Dickerson, TJ Conyers, Deanna Garcia, Jada Schwab-Whiterock and Ron Garcia

GUESTS PRESENT

Rita Kane-Doerhoefer, Julius Smith, John Erard, Brooke Anne Marker, Seth Eifert, Leslie Robertson, Betty Sanchez, Elaine Mayfield, Warren Yehl, Magil Duran, Del Journey, Diane Taylor and Debi Lee.

GUESTS ONLINE

Scott, THV, +15759738832, A. Blackburn, HR, Jessica Parham, Lucia A., Olli Hill, Roswell infrastructure, VS, (2) unknown, and (11) guests.

APPROVAL OF AGENDA

Councilor Cavin made a motion to remove agenda item 12 from the agenda. Councilor Johnson seconded the motion. The motion passed 4-0.

Councilor Heldenbrand made a motion to approve the agenda as amended. Councilor Cavin seconded the motion. The motion passed 4-0.

NON-ACTION ITEMS

1. Visitor Center - The Committee reviewed the Visitor Center monthly report. No questions or discussion were offered, and the report was received without further comment.
2. Public Affairs - The Public Affairs monthly report was presented for review. Committee members had no questions, and the report was accepted as submitted.
3. Museum Monthly Report - The Committee reviewed the Museum monthly report and was provided an update on ongoing museum recovery efforts. No additional discussion or questions were raised. Staff introduced Jada Schwab-Whiterock, the Museum's new registrar, who recently joined the city after working at the Field Museum in Chicago.
4. Roswell Public Library – The Committee acknowledged the library monthly report, including ongoing improvements to the Children's Garden project. No additional discussion was held.
5. Lodgers Tax - Staff provided the monthly Lodgers' Tax report. No additional discussion or questions were raised.
6. Cannabis Excise Tax / Gross Receipts Tax – Staff reported that July Cannabis Excise Tax revenue totaled \$28,084, compared with a budget of approximately \$22,174. Gross Receipts Tax revenue was \$6,006,880 compared with a budget of approximately \$5.408 million.
7. Roswell-Chaves County Economic Development Corporation – The Economic Development Corporation representative was unable to attend due to other scheduled meetings, and the report stood as presented.
8. Roswell Hispano Chamber of Commerce - The Hispano Chamber reported on organizational restructuring completed during FY26, including improved recordkeeping, membership development, community partnerships, and modernization of its digital platforms. The Chamber also discussed its three-part strategy focused on business education, events and cultural identity, and tourism engagement, along with plans to expand membership and partnerships during the coming year.
9. MainStreet Roswell – MainStreet Roswell introduced its new Executive Director, Brooke Anne Marker, and discussed efforts to address previous reporting, financial-record, and organizational concerns. The new Executive Director discussed improvements being implemented, including electronic recordkeeping, timely reporting, stakeholder outreach, and plans to review and amend the organization's bylaws with assistance from New Mexico MainStreet.

Representatives discussed the importance of maintaining MainStreet accreditation and the benefits available to the community through participation in the New Mexico MainStreet program, including economic development services, design and placemaking assistance, planning, infrastructure resources, training, and access to grant opportunities. MainStreet representatives stated that continued partnership with the City was necessary for the organization to maintain its accreditation and continue operating as MainStreet Roswell.

Chairman Gass advised that a specific funding amount or funding request was not included on the Finance Committee agenda and therefore could not be considered at the meeting. He stated that several concerns previously raised by Committee members remained outstanding and offered to meet with MainStreet representatives later that week to provide them with the outstanding items and help them address the items identified by Committee members so that MainStreet could return with a funding request the following month. Chairman Gass also discussed the City's approximately \$400,000 grant for downtown signage and expressed concern that the funding could be jeopardized if MainStreet lost its accreditation.

Discussion followed regarding whether financial support for accreditation was required specifically from the City or could be provided by Chaves County. MainStreet representatives stated their understanding that the partnership must be with the City because the organization is MainStreet Roswell, while Chairman Gass indicated he had received differing information and requested that the requirement be confirmed.

Councilor Cavin asked whether there was a deadline by which the City must fund MainStreet to prevent the organization from losing its accreditation. MainStreet representatives explained that although the MOU and professional services agreement did not specify a funding deadline, New Mexico MainStreet planned to conduct organizational training in September and the accreditation process would begin in October. They stated that if funding was not in place by October, MainStreet could lose its accreditation.

Chairman Gass stated that MainStreet could return in September and that approval in September would allow sufficient time before the October accreditation deadline. He reiterated that he would meet with MainStreet representatives during the week to help them with the items Committee members wanted completed. Discussion also included MainStreet's bylaws and whether local business owners should be members of the organization; MainStreet representatives indicated that they intended to review and amend the bylaws with guidance and training from New Mexico MainStreet.

At the conclusion of the discussion, Chairman Gass and MainStreet representatives scheduled a meeting for Thursday at 9:00 a.m. at the MainStreet office to discuss the outstanding items before MainStreet returned to the Finance Committee the following month.

FLOOD DISASTER UPDATES

10. Staff reported that 70 FEMA projects totaling approximately \$67 million in damages had been obligated, with three additional projects obligated during the month. Staff also reported receipt of more than \$300,000 in State reimbursement for debris removal and discussed efforts to strategically combine and prioritize projects benefiting the Adult Center, Police Department, golf course, and Museum.

The Committee requested an update on State revolving loan funding. Staff advised that the Adult Center project had been approved and amended to include construction. The Museum had been approved for design, and applications had also been submitted for the Convention Center and Police Department.

ACTION ITEMS

11. Consider approving the determination of uncollected accounts and the removal from accounts receivable in the amount of \$51,749.37. Presented by Enid Costley.

New Mexico Statutes Chapter 3. Municipalities § 3-37-7. Determination of uncollectible account: removal from accounts receivable. If the finance officer of a municipality states;

1. The manner in which a utility account or any unsecured account has been incurred;
2. The efforts made to collect the utility account or unsecured account and to locate the debtor;
3. That the utility account or unsecured account has been uncollectible for a period of more than four years; and
4. That in his opinion, the utility account or unsecured account is uncollectible, the governing body of a municipality may, by resolution, remove the uncollectible account or unsecured account from the list of accounts receivable of the municipality.

The City of Roswell currently has bills totaling \$51,749.37 in unpaid library fines and fees charges which are January 1, 2022 and older. All collection attempts have failed, and many bill attempts have been returned as undeliverable with no forwarding address. All of these bills have been uncollectible for over four years. The City of Roswell Finance Director considers all of these bills as uncollectible.

Staff explained that the request involved Library fines and fees incurred between January 1, 2018, and January 1, 2022, prior to the City's restructuring of Library fines and fees. The Committee asked whether written-off balances would completely clear a patron's history, and staff explained that the library's policy is to "forgive but not forget," meaning the information remains within its records.

Councilor Johnson made a motion recommending approval of the determination of uncollected accounts and the removal from accounts receivable in the amount of

\$51,749.37 to the consent agenda. Councilor Cavin seconded the motion. The motion passed 4-0.

12. Consider recommending approval of a budget adjustment in the amount of \$192,930.00 and authorization of a purchase order to Otis Elevator Company for the modernization of the City Hall elevator, including Alternate #1 for a new cab interior. Presented by Amalia Martinez.

Before approving the agenda, the Committee was advised of issues involving fire-code requirements associated with the elevator project. The item was removed from the agenda and referred back to the Infrastructure Committee for further review.

13. Consider recommending Resolution 26-XX for participation in FY 2027 LGRF NMDOT funding program. Presented by James MacCornack.

The city was notified that we have been awarded FY 2027 funding under the NMDOT LGRF program. City was awarded a project for pavement maintenance on W. Country Club in the amount of \$300,445 (\$225,334 NMDOT funds, \$75,111 City Match).

The project will consist of a thin mill and overlay and is funded through a 75/25 split, with approximately \$225,334 from NMDOT and a City match of approximately \$75,111.

Councilor Cavin made a motion recommending the adoption of Resolution 26-XX for participation in FY 2027 LGRF NMDOT funding program to the consent agenda. Councilor Heldenbrand seconded the motion. The motion passed 4-0.

14. Resolution 26-XX - Consider approval of Resolution 26-XX certification of correctness of the physical inventory of assets for FY2026. Presented by Deanna Garcia.

Pursuant to Subsection A of Section 12-6-10 NMSA, it is required that, at the conclusion of each fiscal year, local government entities conduct a physical inventory of their assets. The physical inventory of assets listed as Exhibit A must be reviewed and formally approved for accuracy by the City Council.

Staff explained that certification of the City's annual physical inventory is a State Auditor requirement and that department heads had certified their respective inventories. Committee members asked about the verification process and whether any assets remained unlocated, and staff indicated there were no additional missing assets other than items previously identified.

Councilor Heldenbrand made a motion recommending the adoption of Resolution 26-XX certification of correctness of the physical inventory of assets for FY2026 to the consent agenda. Councilor Johnson seconded the motion. The motion passed 4-0.

15. Consider recommending approval of a \$78,000 budget adjustment to establish funding for the Top Flight Tavern. The requested adjustment is necessary because these expenditures were not included in the FY27 budget. Presented by Paul Vigil.

The Air Center is requesting a budget adjustment to establish funding for the Top Flight Tavern. During the preparation of the FY27 budget, funding for the Tavern's startup and operational expenses was inadvertently omitted. Approval of this budget adjustment will provide the necessary appropriations for equipment, supplies, inventory, and other operating expenses. Although projected revenue of \$78,000.00 was included in the FY27 budget, the corresponding expenditure appropriation was not.

Staff corrected the requested budget adjustment from the \$78,000 shown on the printed agenda to \$48,000. Staff explained that projected revenue had been included in the FY27 budget, but the corresponding expenditure appropriation for equipment, supplies, inventory, and other startup and operating costs had inadvertently been omitted.

Councilor Cavin made a motion recommending the approval of a \$48,000 budget adjustment to establish funding for the Top Flight Tavern. The requested adjustment is necessary because these expenditures were not included in the FY27 budget to the consent agenda. Councilor Heldenbrand seconded the motion. The motion passed 4-0.

16. Consider approval of a budget adjustment in the amount of \$241,869.40 to both revenue and expense for Fine Arts Insurance Claim proceeds and the conservation of flood-damaged museum collection items. Presented by Caroline Brooks.

Conservation of the museum's permanent collection is ongoing following damage sustained during the October 2024 flood. While most conservation costs have been covered through the museum's fine art insurance policy, certain objects have appraised values that are lower than the cost of conservation. In these cases, conservation expenses are paid through the museum budget and are eligible for partial reimbursement through insurance claim payments and FEMA. The requested budget adjustment appropriates insurance proceeds received for collection recovery and supports conservation work. The museum also continues to pursue grant funding and donations to further offset recovery costs.

Staff reported that the Museum had received insurance proceeds related to fine-art claims resulting from flood damage. The requested adjustment would recognize the proceeds as revenue and provide expenditure authority to use the funds toward conservation of flood-damaged Museum collection items.

Councilor Johnson made a motion recommending the approval of a budget adjustment in the amount of \$241,869.40 to both revenue and expense for Fine Arts Insurance Claim proceeds and the conservation of flood-damaged museum collection items to the consent agenda. Councilor Heldenbrand seconded the motion. The motion passed 4-0.

17. Consider the recommendation for a budget adjustment and approval to purchase a TANA Shark DT Waste Shredder utilizing CES Contract #2022-10-C102-ALL from Four Rivers Equipment in the amount of \$1,256,509.40. Presented by Debbi Reyer.

The Solid Waste Department would like to buy a new TANA Shark DT Waste Shredder from Four Rivers utilizing CES Contract #2022-10-C102-ALL,

This will be utilized to shred tires at the landfill, which can then be used as Alternative Daily Cover (ADC), placed in the cell to be buried, or be sold to vendors for a variety of uses. We had a Demo between TANA and Vermeer on July 28th, 2026 to be able to compare the two pieces of equipment and the TANA vastly outstripped the Vermeer, especially in regards to shredding Tires. This piece of equipment can shred up to 25 tons of tires an hour.

Currently the landfill has an excess of 30,000 tires, and the Airport has an excess of 5,000 tires. With us advertising about the shredder, not only will Chaves County bring their tires but Lincoln County has expressed their interest of shipping their tires this way.

To buy replacement parts the City of Roswell can apply for the RAID Grant for a reimbursement.

Staff clarified the proposed purchase of a waste shredder at an updated cost of \$1,248,845.90 and discussed the City's significant accumulation of tires at the landfill and airport. Staff explained that shredded tires could be used as alternative daily cover, potentially sold to a cement plant, and that metal recovered during shredding could potentially be sold to a recycler.

The Committee had extensive discussion regarding operating costs, the potential payback period, illegal dumping, landfill capacity, and how the purchase fits within the Solid Waste capital plan. Members requested a more comprehensive analysis comparing the cost of the shredder with current disposal costs and other higher-priority capital needs, including a new landfill cell and compactor; the item was ultimately directed to return through the Infrastructure Committee with additional information.

No motion was made; therefore, the item died for lack of motion.

18. Consider the recommendation for Lodgers' Tax Funding Request for the Crash and Clash Youth Wrestling Tournament for Marketing, Sanitation and Security and open negotiations with the City of Roswell for sponsorship. Presented by TJ Conyers

From their application:

This tournament was not held in Roswell in 2025 but has been held in Roswell since 2019.

Crash and Clash will be held in Roswell on December 19 & 20, 2026. The tournament is held at Roswell High School at the end of the High School Rio Hondo Tournament. All

planning and preparation is taken care of by Roswell Invasion Wrestling Club. Wrestlers come in on Saturday for official weigh-ins prior to the start of the Novice tournament on Saturday evening and the qualifier tournament on Sunday.

3 years of Historical Lodgers' Tax Funding Data:

Marketing, sanitation, and security

FY2023 — No Record of request

FY2024 — No Record of request

FY2025 — Awarded \$2,500 — Expended \$762.17

FY2026 — Requested Sponsorship only.

Sponsorship

FY2026 — Awarded \$2,500 — No Expenditures — Tournament was not held in Roswell.

Staff reviewed the organization's prior funding history and explained that the tournament was not held the previous year because Roswell was not selected as a qualifying location. Discussion focused on the event's ability to generate overnight stays and the difficulty of verifying the reported hotel impact, with staff noting that previous information showed approximately 1,362 wrestlers and more than 450 hotel rooms.

Councilor Cavin made a motion recommending approval for Lodger's funding request for the Crash and Clash Youth Wrestling Tournament for Marketing, Sanitation and Security of \$2,000, and then \$2,000 to open negotiations with the City of Roswell for sponsorship to the consent agenda. Councilor Heldenbrand seconded the motion. The motion passed 4-0.

19. Consider the recommendation for Lodgers' Tax Funding Request for National Championship Air Races of \$300,000 for sponsorship as stated in MOU for their event.
Presented by TJ Conyers.

From their application:

The National Championship Air Races will return to Roswell, New Mexico, September 15–19, 2027, continuing the successful establishment of one of aviation's most prestigious and distinctive events at the Roswell Air Center. Known worldwide as "The World's Fastest Motorsport," the National Championship Air Races combine closed-course pylon racing, military and civilian air show performances, static aircraft displays, aviation education, STEM programming, vendor areas, food concessions, premium hospitality, and family-friendly entertainment into a multi-day tourism event with significant regional impact.

The 2027 event will build on the proven success of the 2025 inaugural Roswell event and the anticipated continued growth of the 2026 event. In 2025, the National Championship Air Races welcomed an estimated 56,000 attendees over five days, generated an estimated \$29.6 million in economic impact for New Mexico, and delivered more than 1.4 billion media impressions. The event also produced strong destination-

marketing value, with New Mexico True integrated across marketing, advertising, on-site signage, digital content, earned media, and guest-facing event touchpoints.

The 2026 National Championship Air Races have not yet occurred, but RARA anticipates a strong turnout and exciting economic performance as the event continues to mature in Roswell. The 2027 event will represent the third year of the National Championship Air Races in Roswell, moving the event from successful relocation into long-term establishment as a signature tourism driver for the city and region.

The 2027 event is expected to feature the full complement of race classes, including Biplane, Formula 1, Sport, T-6, Jet, Unlimited, and STOL Drag, along with aviation performers, military participation, aircraft displays, vendor and exhibitor activations, youth education programming, and hospitality experiences. The event footprint at Roswell Air Center will again include spectator viewing areas, pit access, aircraft parking, race operations, vendor and exhibitor zones, STEM and education areas, sponsor activation spaces, hospitality areas, and guest-service infrastructure.

Key logistical components for 2027 are expected to include:

Refined event operations based on the 2025 inaugural Roswell event and the anticipated lessons learned from the 2026 event.

Continued use of Roswell Air Center as the host venue, with extensive space for spectators, aircraft, race teams, exhibitors, vendors, hospitality, operations, and public safety support.

A continued STEM and aviation education presence designed to introduce students and families to aviation, aerospace, engineering, drones, robotics, aircraft maintenance, and related career paths.

A strong volunteer program emphasizing local recruitment, training, and community engagement.

A national vendor and exhibitor program featuring aviation, technology, defense, lifestyle, local business, merchandise, and food-and-beverage participation.

Continued coordination with the City of Roswell, Roswell Air Center, tourism partners, lodging partners, law enforcement, fire, EMS, sanitation, transportation providers, volunteers, sponsors, and regional stakeholders.

An expanded tourism-marketing approach designed to drive overnight visitation from New Mexico, Texas, Arizona, Colorado, California, Nevada, and other key markets.

The 2027 National Championship Air Races represent more than a five-day event. They are part of a long-term tourism and economic development partnership between RARA and the City of Roswell. Each year strengthens Roswell's national identity as the new

home of championship air racing, increases visitor spending, supports lodging demand, creates opportunities for local businesses, and expands Roswell's visibility in aviation, tourism, STEM education, and national media.

1 year of Historical Lodgers' Tax Funding Data:

FY2026- Awarded \$300,000 in sponsorship — Expended \$300,000

Staff explained that the request was for \$300,000 in sponsorship funding, consistent with funding provided in recent years. The committee was advised that the existing MOU allows sponsorship of up to \$300,000 with governing-body approval and that the amount had already been included in the budget.

Councilor Heldenbrand made a motion recommending for approval for Lodger's Tax Funding Request for National Championship Air Races of \$300,000 for sponsorship as stated in MOU for their 2027 event to the consent agenda. Councilor Cavin seconded the motion. The motion passed 4-0.

20. Consider the recommendation for Lodgers' Tax Funding Request for The Nancy Lopez Legacy Celebration for sponsorship. Presented by TJ Conveys.

From their application:

The Nancy Lopez Legacy Celebration is a four-day community event honoring Roswell native Nancy Lopez, one of the most accomplished golfers in LPGA history and a trailblazer for women and Hispanic athletes. The celebration commemorates her remarkable career and lifelong contributions to the sport of golf while recognizing her lasting connection to the Roswell community. The event will feature the following:

Sept 2: Welcoming Reception for honored guests

Sept 3: Dedication of the Nancy Lopez Bypass, a free youth golf clinic

Sept 4: The official dedication of Nancy Lopez Elementary School, the recognition of Roswell's professional women golfers,

Sept 5: the dedication of the City Golf Course in her honor, a golf tournament and a community reception. These activities are designed to celebrate Roswell's heritage, inspire future generations, and attract visitors from across New Mexico and the Southwest. By honoring one of Roswell's most distinguished citizens, the event will generate regional interest, encourage overnight visitation, and showcase Roswell as a destination that celebrates excellence.

History: 1st time event

Staff explained that the first-time event will include a golf tournament and additional activities recognizing Nancy Lopez, including events associated with the bypass and elementary school. The committee discussed the expected participation of notable guests and the potential for significant out-of-town attendance and tourism activity.

Councilor Heldenbrand made a recommendation for the approval of Lodgers' Tax Funding Request for The Nancy Lopez Legacy Celebration for sponsorship of \$10,000 to the consent agenda. Councilor Cavin seconded the motion. The motion passed 4-0.

21. Consider the recommendation for Lodgers' Tax Funding Request for Piñata Fest Marketing, Sanitation and Security and open negotiations with the City of Roswell for sponsorship. Presented by TJ Conyers.

From their application:

Piñata Fest-Roswell will be held September 11–12, 2026, at the Chaves County Cultural Plaza in Roswell, New Mexico. The larger venue provides improved traffic flow, expanded vendor capacity, enhanced entertainment space, dedicated children's activities, and improved visitor amenities while accommodating future growth. The new date eliminates scheduling conflicts with the Roswell Air Races, allowing Piñata Fest-Roswell to establish its own identity and generate a clearer measure of its direct tourism and economic impact.

Event production and operations will be managed by Encanto Events, with professional entertainment provided by Paizon Entertainment. Barbara Gomez, RHCC's Strategic Partnerships & Visitor Economy Advisor and former Executive Director of Roswell MainStreet, will provide strategic guidance on visitor economy strategy, visitor engagement, and hospitality participation to help maximize the festival's economic impact throughout Roswell and Chaves County. The festival will feature live cultural entertainment, food vendors, artisan and commercial vendors, children's activities, community exhibits, and family programming throughout the weekend.

4 years of Historical Lodgers' Tax Funding Data:

Marketing, sanitation, and security

FY2023- Applied for funding but was denied by OTB and City Council for lack of relation to tourism

FY2024- No record of request

FY2025- No record of request

FY2026- Awarded \$5,000- Expended \$5,000

Sponsorship:

FY2026- Awarded \$5,000- Expended \$5,000

The Hispano Chamber discussed plans to substantially expand Pinata Fest into a regional tourism event, including moving it to the Chaves County Cultural Plaza, scheduling it the weekend before the National Championship Air Races, bringing in established performers, and marketing the two events as a multi-day tourism opportunity. The Chamber also discussed its redesigned website and efforts to promote Roswell hotels, restaurants, attractions, and businesses to visitors.

The Committee discussed the requested funding compared with staff and Occupancy Tax Board recommendations, the event's ability to demonstrate overnight stays, and

whether other organizations such as Chaves County had been approached for support. Staff noted that prior survey information did not provide sufficient evidence to distinguish Pinata Fest's lodging impact from the Air Races when the events occurred at the same time.

Councilor Johnson recommended the Lodgers' Tax Funding Request for Pinata Fest Marketing, Sanitation and Security in the amount of \$10,000 and open negotiations with the City of Roswell for sponsorship in the amount of \$10,000 to the consent agenda. Councilor Cavin seconded the motion. The motion passed 3-0, with Councilor Heldenbrand recusing himself.

22. Consider the recommendation for Lodgers' Tax Funding Request for Eastern New Mexico State Fair Marketing, Sanitation and Security and open negotiations with the City of Roswell for sponsorship. Presented by TJ Conyers.

The Eastern New Mexico State Fair has been an annual event in Chaves County for over 100 years. This event begins with the parade on Monday, followed by five days of agricultural events, arts and crafts displays, a ranch rodeo competition, food and goods vendors, and a carnival. The Fair operates Monday through Saturday. The mission of ENMSF is to educate as well as entertain patrons from all over the region. In addition to live music from a variety of genres, performances from local groups, and contracted variety of entertainers, ENMSF also showcases non-profit organizations and community resources. ENMSF hosts school groups for field trips, unique activities for our senior citizens, and exclusive access for individuals with special needs.

4 years of Historical Lodgers' Tax Funding Data:

Marketing, sanitation, and security (with the old policy of 50% reimbursement)

FY2023 — Awarded \$75,228.63 — Expended \$24,249.93

FY2024 — Awarded \$44,500 — Expended \$38,908.11

FY2025 — Awarded \$47,020 — Expended \$35,213.10

FY2026 — Awarded \$20,000 in marketing, sanitation and security and \$20,000 in sponsorship — Expended \$40,000

Representatives reported that the six-day State Fair attracts approximately 6,000 attendees per day and generates substantial lodging and local spending, including nearly 900 rooms associated with junior livestock families and other participants. Survey results also indicated high percentages of visitors dining, purchasing fuel, and shopping locally, and representatives emphasized that the Fair is largely self-supporting and relies on Lodgers' Tax funding as an important source of outside support.

Councilor Johnson made a recommendation for Lodgers' Tax Funding Request for Eastern New Mexico State Fair Marketing, Sanitation and Security of \$20,000, then \$20,000 to go to sponsorship negotiations to the consent agenda. Councilor Cavin seconded the motion. The motion passed 4-0.

23. Consider the recommendation for Lodgers' Tax Funding Request for Roswell Symphony Orchestra for Marketing, Sanitation and Security and open negotiations with the City of Roswell for sponsorship. Presented by TJ Conyers.

From their application:

The Roswell Symphony Orchestra concert season for 2026-2027 will take place on September 26, 2026, December 13, 2026, March 6, 2027, and April 24, 2027. The location of all four concerts will be held at New Mexico Military Institute's Pearson Auditorium and require no city facilities. All seating, restrooms, security etc. will be provided on site by NMMI.

The RSO includes local professional musicians although approximately 90% of our orchestra travel from surrounding areas such as Lubbock, Amarillo, Santa Fe, Albuquerque, Las Cruces and El Paso. Each concert season brings a significant number of patrons who attend our events as well as musicians that come to support our local hotels, restaurants, and shops. For our 2025-2026 concert season, we incurred hotel costs of more than \$18000.00 for our musicians alone.

3 years of Historical Lodgers' Tax Funding Data:

Marketing, sanitation, and security.

FY2023- Awarded \$8,725- Expended- \$3,074.33

FY2024- Awarded \$8,860- Expended- \$4,16.49

FY2025- Awarded \$20,000- Expended \$16,812.05

FY2026- Awarded \$20,000- Expended \$20,000 (Waiting on documentation)

Representatives discussed the Symphony's upcoming season and its role in supporting the arts, quality of life, and professional recruitment in Roswell. They reported that approximately 90% of the musician's travel from outside the area and require lodging, providing a measurable hotel impact, and discussed efforts to increase attendance and accessibility at upcoming concerts.

Councilor Heldenbrand made a recommendation for the approval of Lodgers' Tax Funding Request for Roswell Symphony Orchestra for Marketing, Sanitation and Security for \$10,000 then \$10,000 to go to sponsorship negotiations with the City of Roswell to the consent agenda. Councilor Johnson seconded the motion. The motion passed 4-0.

24. Consider the recommendation for Lodgers' Tax Funding Request for Rio Pecos Kennel Club Marketing, Sanitation and Security. Presented by TJ Conyers

From their application:

This will be the 73rd annual AKC All-Breed dog show held in Roswell with over 300 entries from all over New Mexico and the USA. Generally, about 35 entries are from the Roswell Area. We have held the dog show at the RIAC Park near the airport for about

27 years. Most equipment, generators, tents, tables, and chairs are owned by the club members and participants. Around 30 RVs are brought to the show and park for 2–3 nights on the grounds but are self-contained since there are no amenities there. The club hires 24-hour security and custodial services, including 2–3 porta-potties which we included in the request for funding.

4 years of Historical Lodgers' Tax Funding Data:

Marketing, sanitation, and security.

FY2023- No request for funding

FY2024- No request for funding

FY2025- Awarded \$4,578- Expended \$2,021.32

FY2026- Awarded \$3,997- Expended \$3,944.52

The Rio Pecos Kennel Club discussed its 73rd annual dog show, which attracts approximately 300 dogs and 200 participants, with a significant percentage coming from outside New Mexico and outside the Roswell area. Funding would assist with marketing, sanitation, and security associated with the event at the airport park.

Councilor Johnson made a recommendation for Lodgers' Tax Funding Request for Rio Pecos Kennel Club Marketing, Sanitation and Security for \$3,942.00 to the consent agenda. Councilor Heldenbrand seconded the motion. The motion passed 4-0.

25. Consider recommending the adoption of Resolution 26-XX approving a budget adjustment for the fiscal year ending June 30, 2027. Presented by Toni Gomez.

The Committee reviewed the proposed budget adjustment and identified several changes to the amounts presented. Discussion included a Parks chlorine expense that had not been properly included on the agenda; the Committee determined that the item should return the following month so the budget could be adjusted properly, with temporary transfers used to address immediate chlorine needs.

Staff clarified the remaining adjustments, including correcting the Top Flight Tavern expenditure from \$78,000 to \$48,000 and removing the City Hall elevator and waste shredder.

Councilor Johnson made a recommendation for the adoption of Resolution 26-XX approving a budget adjustment for the fiscal year ending June 30, 2027, as amended to the consent agenda. Councilor Heldenbrand seconded the motion. The motion passed 4-0.

26. Consider approval of the July 01, 2026, Regular Finance Committee Minutes.

The Committee reviewed the July 1, 2026, Regular Finance Committee meeting minutes. No corrections or discussion were offered prior to consideration of the minutes.

Councilor Heldenbrand made a motion for the approval of the July 01, 2026, Regular Finance Committee Minutes. Councilor Cavin seconded the motion. The motion passed 4-0.

TABLED ITEMS

27. 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.

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.

Councilor Heldenbrand moved to bring the item up for discussion. Councilor Cavin seconded the motion. The motion passed 4-0.

The committee considered Ordinance 26-04 regarding amendments to the City's purchasing procedures following review by the Legal Committee. The brief discussion referenced increasing the dollar amount that may be approved at the City Manager's discretion before proceeding with the recommendation to advertise the ordinance for public hearing.

Councilor Cavin made a recommendation to move 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 to the consent agenda. Councilor Heldenbrand seconded. The motion passed 4-0.

PUBLIC PARTICIPATION

Diane Taylor provided additional information regarding the upcoming Nancy Lopez Legacy Celebration and reported that more than 100 hotel rooms had already been booked by out-of-state attendees. She discussed Nancy Lopez's accomplishments, the planned bypass dedication, activities at the elementary school, and the return of individuals associated with historic championship teams.

ADJOURN

The meeting adjourned at 3:38 PM.

DRAFT