



**REGULAR MEETING
CITY OF ROSWELL COUNCIL - AGENDA
THURSDAY, SEPTEMBER 10, 2026
Chaves County Administrative Center
Commission Chambers - #1 St. Mary's Place
Roswell, New Mexico 88203**

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution No. 26-12. Except for emergency matters, the City Council shall take action only on the specific items listed on the Agenda.

SEPTEMBER 10, 2026

6:00 p.m.

MAYOR - Timothy Z. Jennings

Ward 1
Cristina A. Arnold
Juan Oropesa

Ward II
Juliana Halvorson
Riley A. Armstrong

Ward III
Edward L. Heldenbrand
Kurt Edwin Gass

Ward IV
Robert B. Corn
Darrell Johnson

Ward V
Angela G. Moore
Carlos Marrujo, Jr.

WELCOME! We are pleased to have you join us for the Roswell City Council meeting. If you wish to speak, please sign up before 6:00 p.m. The Council welcomes relevant public comments; however, a three-minute time limit is enforced under Resolution 26-01 (Governing Body Rules of Order). Large groups are asked to designate a spokesperson. Robert's Rules of Order govern the conduct of this meeting. "THANK YOU" for participating in your City Government.

OPENING CEREMONIES

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

1. Approval of agenda: Approve the agenda for the September 10, 2026, Regular City Council Meeting. (Corn/Martinez)
2. Approval of consent agenda: Approve the consent agenda for the September 10, 2026, Regular City Council Meeting. (Corn/Martinez)

CONSENT ITEMS *(items 3-10 will be approved at the time of the approval of the consent agenda)*

All matters under this heading are considered routine by the City Council and will be acted upon in one motion. There will be no separate discussion of these items. If discussion of a particular item is desired, upon request, that item may be removed from the Consent Agenda and placed on the Regular Agenda for separate consideration.

3. 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. (Gass/Chaparro) Pg 4
4. Approval of a budget adjustment in the amount of \$2,000,000 and approval to purchase FEMA claims consulting services from DRS Disaster Recovery Services. (Gass/Rogers) Pg 7

Resolution(s)

5. Resolution 26-52: Adoption of Resolution 26-52: Dispose of Certain Surplus Property. (Gass/Hicks) Pg 37
6. Resolution 26-53: Adoption of Resolution 26-53: Roswell Transit FY28 Financial Commitment. (Gass/Hicks) Pg 40

7. Resolution 26-56: Adoption of Resolution 26-56: approving a budget adjustment for the fiscal year ending June 30, 2027. (Gass/Gomez) Pg 48
8. Resolution 26-58: Weeds - The Resolution shall mandate the cleanup of approximately thirty (30) separate properties within the City. (Arnold/Franco) Pg 51

Minutes

9. Approval of the minutes from the Regular City Council meeting on August 13, 2026.(Corn/Martinez) Pg 57
10. Approval of the minutes from the Special City Council meeting on August 17, 2026.(Corn/Martinez) Pg 74

NON-ACTION ITEMS (Information Items)

11. Veterans Integration Center (Michelle Fraire or Craig Yazzie)
12. Airport Updates (Omar Gonzales)
13. National Championship Air Races Update (Fred Telling)
14. Utilities Update (Andrew Valadez)

PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS

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

PUBLIC HEARING(S)

15. Ordinance 26-08: Hold a public hearing on the proposed Ordinance 26-08: Amending Fines and Penalties in the City of Roswell Code of Ordinances. (Arnold/Nairn-Mahan) Pg 84

NEW BUSINESS / REGULAR ITEMS

16. Approval to enter into a lease agreement with the Roswell Invaders for the use and operation of Joe Bauman Stadium for a term of up to five (5) years. (Arnold/Vickers) Pg 89

Resolution(s)

17. Resolution 26-54: Adoption of Resolution 26-54: New Multi-Generational Area, Spring River Zoo, Roswell Adult Center, and Peppermint Park. (Arnold/Halvorson) Pg 109
18. Resolution 26-55: Adoption of Resolution 26-55: Dissolution of the Keep Roswell Beautiful Board. (Arnold/Conyers) Pg 113
19. Resolution 26-57: Adoption of Resolution 26-57: Disclosing unauthorized disbursements and corrective action. (Gass/Gass) Pg 116
20. Resolution 26-59: Adoption of Resolution 26-59: In support of applications to the New Mexico Department of Homeland Security and Emergency Management for possible Community Development Block Grant (CDBG) Disaster Recovery funding application. (Corn/Rogers) Pg118

COUNCILOR COMMENTS (Information Only)

CITY MANAGER REPORTS/ANNOUNCEMENTS (Information Only)

21. Employee Out-of-State Travel (Informational Only) Pg 121

Adjournment

If you are an individual with a disability who needs 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 before the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk at 575-637-6202 if a summary in another type of accessible format is needed. Printed and posted:
Friday, September 4, 2026

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

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

3.

Meeting Date: 09/10/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

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. (Gass/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. The Finance Committee recommended approval 5-0 at its meeting on September 3, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

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
 Restoration City Fees
 City Engineering Fees
 All Electrical Work

Location/Repair of Private Utilities
 Changes in site conditions
 Irrigation System
 Soils Import/Export

Rock Excavation
 Permit Fees
 Utility Expansion Charges
 Fees Associated with Village Los Ranchos

De-Watering
 Landscape remove & replace
 Native seeding

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**

Regular City Council Meeting

4.

Meeting Date: 09/10/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of a budget adjustment in the amount of \$2,000,000 and approval to purchase FEMA claims consulting services from DRS Disaster Recovery Services. (Gass/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:

The Finance Committee recommended approval x-x at its meeting on September 3, 2026.

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

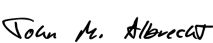
In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated 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
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

5.

Meeting Date: 09/10/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Resolution 26-52: Adoption of Resolution 26-52: Dispose of Certain Surplus Property. (Gass/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:

The Finance Committee recommended approval x-x at its meeting on September 3, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Resolution 26-52 Disposal of Certain Surplus Property
Surplus List

RESOLUTION 26-52

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 10th day of September 2026.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

CITY OF ROSWELL
ASSET DISPOSAL LIST
FY2026 RESOLUTION 26-52
SEPTEMBER 10, 2026

EXHIBIT B - VALUES MORE THAN \$2,500

DEPT	REMOVAL TYPE	DESCRIPTION	COMPUTER SANITIZED OR N	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	1FTPX14524N877227	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	1C6RR7XT9G5193731	93731	26392	\$ 6,066.71	\$ 12,375.00	\$ 2,000.00	\$ 2,000.00

* ESTIMATED FROM BEEN VERIFIED

EXHIBIT A - VALUES LESS THAN \$2,500

DEPT	REMOVAL TYPE	DESCRIPTION	COMPUTER SANITIZED OR N	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	5608K01403		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	N0F988866		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	2CE2251P31	004141	13404	\$ -	\$ -	\$ -	\$ -
IT	SCRAP	DELL LATITUDE 5414 RUGGED LAPTOP	Y		F8ZVSG2	COR000276	CHATEL	\$ -	\$ -	\$ -	\$ -
IT	SCRAP	DELL LATITUDE 5424 RUGGED LAPTOP	Y		761NTG2	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	1C6RR7XT0M5567364	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**

Regular City Council Meeting

6.

Meeting Date: 09/10/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Resolution 26-53: Adoption of Resolution 26-53: Roswell Transit FY28 Financial Commitment.
(Gass/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 26-53 must be adopted by a majority vote of the entire City Council.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended approval x-x at its meeting on September 3, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Resolution 26-53 FY28 Roswell Transit financial Commitment
FY2028 Roswell Transit Summary Budget Worksheet
FY2028 Roswell Transit Detailed Budget Worksheet with History
FY2028 Roswell Transit Bus Replacement Schedule

- 1
- 2
- 3
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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						
ADMINISTRATION EXPENSES	FY24 Actuals	FY25 Actuals	FY26 thru July Actuals	FY26 Prorated thru 9/30/2026	FY27 Awarded	FY28 Request
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
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

7.

Meeting Date: 09/10/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Resolution 26-56: Adoption of Resolution 26-56: approving a budget adjustment for the fiscal year ending June 30, 2027. (Gass/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: \$3,661,090.88

LEGAL REVIEW:

Budget adjustments are reflected across multiple funds and departments as detailed in Exhibit "A".

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended approval 5-0 at its meeting on September 3, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Resolution 26-56
Exhibit A

RESOLUTION 26-56

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 \$3,661,090.88 in expenses, detailed in Exhibit A and summarized below:

- Various Funds: Revenues \$2,000,000.00 and Expenses \$3,661,090.88

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

City of Roswell
Budget Adjustment
September 2026

Fund	Department	Category (Revenue/Expense)	Description	Proposed Adjustment (+/-)
2603	FEMA	2603-489100	Revenue	2,000,000.00
			FEMA Management Cost Reimbursements	2,000,000.00
5201	SW Landfill	52014342-817504	Expense	55,757.83
2603	FEMA	26033005-654801	Expense	2,000,000.00
2257	DPS-LERF	22574119-793505	Expense	6,487.15
1101	General	11014041-793000	Expense	350,000.00
5201	SW Landfill	52014342-817505	Expense	1,248,845.90
			New Septic System	
			Disaster Recovery Services	
			LERF Year 4 Reversion	
			Unauthorized Fraudulent ACH withdrawal from City Account at Pioneer Bank	
			TANA Shark DT Waste Shredder	
				3,661,090.88
1101	General	1101-922257	Transfer Out	(6,487.15)
2257	DPS-LERF	2257-911101	Transfer In	6,487.15
				-

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

8.

Meeting Date: 09/10/2026

COMMITTEE: N/A

CONTACT: N/A

CHAIR: Cristina Arnold

ACTION REQUESTED:

Resolution 26-58: Weeds - The Resolution shall mandate the cleanup of approximately thirty (30) separate properties within the City. (Arnold/Franco)

BACKGROUND:

Initiated by: Toby Franco

At present, no more efficient means are available to enforce the requirements that property within the City limits be kept clean and orderly. Citation of property owners requires that they be present in Roswell. Even the citations do not provide for the actual cleanup and cannot give the City the right to file a lien for the cleanup expense. This procedure is cumbersome, but should result in the resolution of some more difficult situations.

FINANCIAL CONSIDERATION

Adoption of the resolution will probably cause a number of people to voluntarily clean up their property. Most of the balance will be cleaned up by the City at a cost ranging from \$30 to \$500 for each property, and liens will be filed and later foreclosed. A few people may appeal the resolution to Council, and a hearing will have to be provided to hear their appeals. Overall, the resolution should affect rapid cleanup of this season's weeds and other debris, followed by an extended collection period.

LEGAL REVIEW:

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

BOARD AND COMMITTEE ACTION:

No action required.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Resolution 26-58 Weeds
Resolution 26-58 Weeds Exhibit

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RESOLUTION 26-58

A RESOLUTION REQUIRING THE REMOVAL OF CERTAIN RUBBISH, WEEDS, WRECKAGE OR DEBRIS; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL AND DECLARING CERTAIN PROPERTY TO BE SO COVERED WITH RUBBISH, WEEDS, WRECKAGE OR DEBRIS AS TO CONSTITUTE A PUBLIC NUISANCE PREJUDICIAL TO HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, the City Council of the City of Roswell, New Mexico, finds that the premises listed in Exhibit A attached hereto and purportedly owned of record, or occupied by the parties named, have accumulated rubbish, weeds, wreckage or debris to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law;

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

1. The premises set forth in Exhibit A are declared to be so covered with rubbish, weeds, wreckage, or debris as to constitute a menace to the public comfort, health, safety, and general welfare within the purview of Article 3-18-5 NMSA 1978.

2. The owners, occupants or agents in charge of said premises are hereby ordered to remove such accumulated rubbish, weeds, wreckage or debris within ten (10) days of the receipt of notice by certified mail or from the date of publication of this resolution. In the event such removal is not commenced or written objection filed with the City Clerk within ten (10) days after service of a copy of this resolution, then the City Manager is authorized and directed to cause such accumulated rubbish, weeds, wreckage or debris to be removed at the sole cost and expense of the owner, or other parties having an interest in the properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel of land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens.

3. In the event the owner or other person aggrieved shall file a protest within the time provided, the City Council shall thereafter fix a date for hearing. At the hearing, the protestant shall be entitled to be heard in person, by agent or attorney and the City Council shall consider evidence as to whether or not its previous action shall be enforced or rescinded; if it shall be determined that the removal order should be enforced.

4. Persons aggrieved by the determination of the City Council have a right to appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within five (5) days after the day of issuance of such order or decision, together with a petition for court review duly filed with the Clerk of the Court within twenty (20) days of the date of issuance of the order or decision complained of.

1 ADOPTED, SIGNED AND APPROVED 10th day of September 2026.
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5 CITY SEAL

6 _____
Timothy Z. Jennings, Mayor
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8
9 ATTEST:

10
11
12 _____
13 Amalia Martinez, City Clerk

DRAFT

APPROX. 709 W 11TH ST KEITH Block 6 Lot 6 W2 Quarter NW S 32 T 10S R 24E MILLER, LONNIE 3715 GLENWOOD RD ROSWELL, NM 88201-9208	APPROX. 710 W 11TH ST RIVERSIDE HEIGHTS Block 1 Lot 2 W 50' Quarter NW S 32 T 10S R 24E ESCAMILLA, JESUS GARZA 5605 WHEELWRIGHT WAY HAYMARKET, VA 20169-3182
711 W 11TH ST KEITH Block 6 Lot 7 Quarter NW S 32 T 10S R 24E MILLER, KIRBY H; MILLER, JESSIE 3715 GLENWOOD RD ROSWELL, NM 88201-9208	811 W 11TH ST S 32 T 10S R 24E SE4NW4 W 50' E 765' N 160' CHAPIN, EDMUND 3 W 11TH ST ROSWELL, NM 88201
912, 914 W 11TH ST RIVERSIDE HEIGHTS Block 3 Lot 2 E 35' W 105' & W 70' S 32 T 10S R 24E DOC# 202505493 WD BLUE SAPPHIRE INVESTMENTS LLC 210 FULBRIGHT CARLSBAD, NM 88220	APPROX. 910 1/2 N UNION AVE DEARR-FRIEND Block 1 Lot 6 N 30' S 32 T 10S R 24E SW4NW4 E 132' N 30' S 595' / SE4NW4 W 8' N 30' S 595' WOODARD, ALBERTA C/O JEANETTA PRINCE 17 WALNUT GROVE WAY IRMO, SC 29063
1107 N UNION AVE S 32 T 10S R 24E NE4NW4 E 150' W 250' N 40' S 250' HELLUMS, JARED D 27 MISTY GROVE CIR SPRING, TX 77380	1100 W COLLEGE BLVD S 32 T 10S R 24E NW4 W 50' E 1713.58' S 179' N 209' EXC S 14.26' E 48.3' LONG, GRACE C/O JINFENG YE 911 COUNTY SIDE PL CARLSBAD, NM 88220
1300 W COLLEGE BLVD S 32 T 10S R 24E NW4NW4 E 60' W 350' S 210' N 240' ROMAN, RICHARD PO BOX 1146 WALNUT, CA 91788	1707 N OHIO AVE CRESCENT HEIGHTS Block 4 Lot 23 Quarter SW S 29 T 10S R 24E CAMPBELL, JACQUELINE A 704 S LEA AVE ROSWELL, NM 88203-4570
1817 N WASHINGTON AVE MILITARY HEIGHTS Lot 43 W2 S 45' N 155' W 147.5' Quarter SE S 29 T 10S R 24E URIOSTE, JUAN; URIOSTE, MAYRA PO BOX 65415 ALBUQUERQUE, NM 87193	1819 N WASHINGTON AVE MILITARY HEIGHTS Lot 43 W2 S 40' N 110' W 147.5' Quarter SE S 29 T 10S R 24E URIOSTE, JUAN; URIOSTE, MAYRA PO BOX 65415 ALBUQUERQUE, NM 87193

1814 N MISSOURI AVE HEWATT Block 1 Lot 5 Quarter SE S 29 T 10S R 24E DOC# 202100062 WD CEDILLO, ELIZABETH 1814 MISSOURI AVE ROSWELL, NM 88201	305 S SUNSET AVE PAULY Block 6 Lot 1 THRU Lot 3 S 5 T 11S R 24E S 5 T 11S R 24E S 5 T 11S R 24E LEROY A GONZALES 9171 NATIONAL PARK DR LAS VEGAS, NV 89178
307 S SUNSET AVE PAULY Block 6 Lot 1 THRU Lot 3 S 5 T 11S R 24E S 5 T 11S R 24E S 5 T 11S R 24E LEROY A GONZALES 9171 NATIONAL PARK DR LAS VEGAS, NV 89178	309 S SUNSET AVE PAULY Block 6 Lot 1 THRU Lot 3 S 5 T 11S R 24E S 5 T 11S R 24E S 5 T 11S R 24E LEROY A GONZALES 9171 NATIONAL PARK DR LAS VEGAS, NV 89178
317 E 6TH ST BELLE PLAIN Lot 62 LOPEZ, ABELINO 315 E 6TH ST ROSWELL, NM 88201	319 E 6TH ST BELLE PLAIN Lot 62 VELEZ, SALVADOR GONZALEZ 6319 W ROOSEVELT ST PHOENIX, AZ 85043
306 E DEMING ST SOUTH ROSWELL Block 46 Lot 15, 17 CORDOVA, TERESA M; JOJOLA, STEPHANIE R; JOJOLA, DANIEL L 204 E MIDWEST ST HOBBS, NM 88240	APPROX. 311, 313 E DEMING ST SOUTH ROSWELL Block 35 Lot 26, 28 REAGOR, NICKEA MARIE; JOHNSON, ROBERT IV PO BOX 5662 DENVER, CO 80217
403 E DEMING ST SOUTH ROSWELL Block 34 Lot 4 GRIFFIN, INEZ; C/O MOZELLA WRIGHT 9416 SIERRA CREEK DR ELK GROVE, CA 95624-6085	311 E BLAND ST SOUTH ROSWELL AMND BLK 30 Block 30 Lot 22 AND Lot 24 GRIEGO, EPI; GRIEGO, MANUELA Z 329 E HERVEY ST ROSWELL, NM 88203
804 E DEMING ST BARNETTS Block 11 Lot 9 MEEKINS ESTATE, EULA MAE 804 E DEMING ST ROSWELL, NM 88203-7118	803 E DEMING ST BARNETTS Block 6 Lot 12 DONOVAN, JOSEPH PO BOX 236 NORTH BEND, OR 97459

600 E BLAND ST BARNETTS Block 8 Lot 13 CONTRERAS, EDGAR; CONTRERAS, EDGAR MIGUEL 600 E BLAND ST ROSWELL, NM 88203	303 E JEFFERSON ST SOUTH HIGHLANDS REDIVISION Block 10A Lot 20 HELLUMS, JARED D 27 MISTY GROVE CIR SPRING, TX 77380
320 E JEFFERSON ST SOUTH HIGHLANDS REDIVISION Block 10B Lot 1 TORREZ, FERNANDO C; MARGIE T DUFFY C/O MARGIE T DUFFY PO BOX 1063 GILROY, CA 95020	304 E 7TH ST BELLE PLAIN Lot 60 GONZALEZ, SAUL H; GONZALEZ, DOLORES T 304 E 7TH ST ROSWELL, NM 88201
512 N GARDEN AVE BELLE PLAIN Lot 66 N 66' E 114' Quarter SW S: 33 T: 10S R: 24E CALDERON, RUBEN; ACEVEDO, KARINA 1528 AUDUBON DR BOWLING GREEN, KY 42101	700 E TILDEN ST FLORA VISTA Block 3 Lot 21 AND Lot 22 BILLINGS LIVING TRUST, ROBERT A AND TAMMY OCHOA 505 E CR 138 MIDLAND, TX 79076

Regular City Council Meeting

9.

Meeting Date: 09/10/2026

COMMITTEE: N/A

CONTACT: Amalia Martinez

CHAIR: Mayor Pro Tem

Summary:

Approval of the minutes from the Regular City Council meeting on August 13, 2026. (Corn/Martinez)

Attachments

DRAFT - August 13, 2026, City Council Minutes

REGULAR MEETING
CITY OF ROSWELL COUNCIL - AGENDA
Chaves County Administrative Center
Commission Chambers - #1 St. Mary's Place
Roswell, New Mexico 88203
Thursday, August 13, 2026, at 6:00 p.m.

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution No. 26-12.

The meeting convened at 6:00 P.M. with Mayor Jennings presiding:

ROLL CALL:

Will Cavin	Present
Carlos Marrujo, Jr.	Present
Robert Corn	Present
Darrell Johnson	Present
Ed Heldenbrand	Absent
Juan Oropesa	Present
Juliana Halvorson	Present
Angela Moore	Absent
Kurt Gass	Present
Cristina Arnold	Present

Councilor Marrujo led in prayer, and Councilor Johnson led in the Pledge of Allegiance.

FOR THE RECORD: Councilor Heldenbrand attempted to attend the meeting remotely via GoTo. Due to technical difficulties with the connection, he was unable to join the meeting and did not participate in any discussions or actions taken by the Council.

1. Approval of agenda - approve the agenda for the August 13, 2026, Regular City Council Meeting.

MOTION: Mayor Pro Tem Corn moved to approve the agenda for the August 13, 2026, Regular City Council Meeting, with the following amendments:

- Remove Item No. 3, Item No. 11, and Item No. 15 from the Consent Agenda; and
- Place those items on the Regular Agenda immediately before Item No. 28.

Councilor Cavin seconded the motion.

ROLL CALL VOTE:

Will Cavin	Yes
Carlos Marrujo, Jr.	Yes
Robert Corn	Yes
Darrell Johnson	Yes
Juan Oropesa	Yes
Juliana Halvorson	Yes
Kurt Gass	Yes
Cristina Arnold	Yes

MOTION PASSED AS AMENDED: 8-0

2. Approval of consent agenda - approve the consent agenda for the August 13, 2026, Regular City Council Meeting.

MOTION: Mayor Pro Tem Corn moved to approve the consent agenda for the August 13, 2026, Regular City Council Meeting. Councilor Arnold seconded the motion.

ROLL CALL VOTE:

Will Cavin	Yes
Carlos Marrujo, Jr.	Yes
Robert Corn	Yes
Darrell Johnson	Yes
Juan Oropesa	Yes
Juliana Halvorson	Yes
Kurt Gass	Yes
Cristina Arnold	Yes

MOTION PASSED: 8-0

CONSENT ITEMS (Items 3 through 21 will be considered and approved as part of the Consent Agenda. Items 3, 11, and 15 have been removed from the Consent Agenda and will be considered separately under the Regular Agenda.)

4. Ordinance 26-08: Authorize to advertise for a public hearing to consider adopting proposed Ordinance 26-08 amending fines and penalties through the City of Roswell Code of Ordinances.

1
2 5. Approval of a budget adjustment in the amount of \$241,869.40 to both revenue and expense
3 for Fine Arts Insurance Claim proceeds and the conservation of flood-damaged museum
4 collection items.

5
6 6. Approval of a budget adjustment in the amount of \$48,000.00 to establish funding for the Top
7 Flight Tavern.

8
9 **Resolution(s)**

10
11 7. Resolution 26-45: Approval of Resolution 26-45: Participation in FY 2027 LGRF NMDOT
12 funding program.

13
14 8. Resolution 26-46 Weeds - The Resolution shall mandate the cleanup of approximately twenty
15 (20) separate properties within the City.

16
17 9. Resolution 26-47 Condemnations - adoption of Resolution 26-47 the Resolution shall require
18 the removal or demolition of two (2) dilapidated structures.

19
20 10. Resolution 26-48: Adoption of Resolution 26-48: Certification of correctness of the physical
21 inventory of assets for FY2026.

22
23 12. Resolution 26-50: Adoption of Resolution 26-50: Approving the determination of
24 uncollectible accounts and authorizing the write-off and removal of those accounts from the
25 City's Accounts Receivable records in the amount of \$51,749.37.

26
27 **Lodgers' Tax Request**

28
29 13. Approval of the Lodgers' Tax Funding Request for the Crash and Clash Youth Wrestling
30 Tournament for Marketing, Sanitation, and Security, and open negotiations with the City of
31 Roswell for sponsorship.

32
33 14. Approval of the Lodgers' Tax Funding Request for the National Championship Air Races of
34 \$300,000 for sponsorship, as stated in the MOU for their 2027 event.

35
36 16. Approval of the Lodgers' Tax Funding Request for Pinata Fest Marketing, Sanitation, and
37 Security, and open negotiations with the City of Roswell for sponsorship
38

17. Approval of the Lodgers' Tax Funding Request for Eastern New Mexico State Fair Marketing, Sanitation, and Security, and open negotiations with the City of Roswell for sponsorship.
18. Approval of the Lodgers' Tax Funding Request for Roswell Symphony Orchestra for Marketing, Sanitation and Security and open negotiations with the City of Roswell for sponsorship.
19. Approval of the Lodgers' Tax Funding Request for Rio Pecos Kennel Club Marketing, Sanitation and Security.

Minutes

20. Approval of the minutes from the Regular City Council meeting on July 9, 2026.
21. Approval of the minutes from the Special City Council meeting on July 23, 2026.

NON-ACTION ITEMS (Information Items)

22. Air Race Updates (Fred Telling)- Mr. Fred Telling provided an update on preparations for the upcoming Air Races. Appreciation was extended to city staff, including Airport personnel and Public Works crews, for their extensive efforts to improve race facilities, address drainage issues, and complete infrastructure projects. Approximately 85 to 88 racers are currently registered, and ticket sales continue to improve. Vendor participation has increased significantly from the previous year, and the number of aircraft exhibitors has grown from one to five. Ongoing coordination with commercial airlines is taking place to address flight scheduling conflicts that could impact Thunderbird performances. The emergency runway is nearly complete and has been well received by race participants. Safety improvements at the airport, including the burial of power lines and the development of additional emergency landing options, were highlighted, and appreciation was expressed for the City's continued partnership and support in making the event possible.

23. Airport Updates (Omar Gonzalez)- Omar Gonzalez provided an update on airport operations, passenger activity, and ongoing improvement projects. July passenger enplanements totaled 1,756 on SkyWest flights, while American Airlines served 4,645 passengers during the month. The Top Flight Tavern reported July sales of \$13,847. Airport improvement projects continue to progress, including construction of the BLM taxiway, where several cracked concrete panels were identified and will be replaced before work proceeds. Staff also reported that drainage improvements are being completed to accommodate the increased number of aircraft expected for the Air Races and to address standing water issues that create safety concerns for both aircraft

1 and wildlife. Additional RV accommodations are being installed, including new sewer hookups
2 that will provide full-service RV spaces with water, sewer, and electricity.

3
4 24. Commission on Aging (Chair: Dorothy Hellums)- Commission on Aging Chair Dorothy
5 Hellums provided an overview of the Commission's activities and responsibilities. She reported
6 that the Commission meets every other month at the Senior Circle and serves as a forum for
7 addressing issues affecting senior citizens and sharing community resources. The Commission
8 regularly hosts guest speakers from local organizations and agencies that provide services and
9 support to seniors, including the Joy Center, United Way, Department of Health, Veterans
10 Association, and City administration. Ms. Hellums highlighted the Commission's bilingual senior
11 information flyers, which are distributed throughout the community and delivered through
12 programs such as Meals on Wheels. She noted that the Commission has successfully assisted
13 with addressing concerns brought forward by citizens and encouraged greater participation from
14 City Council by requesting the appointment of a Council representative to attend meetings and
15 serve as a liaison. The next Commission on Aging meeting is scheduled for September 17, 2026.
16 No action was taken.

17
18 25. Solid Waste / Landfill Update (Abraham Chaparro)- Abraham Chaparro provided an update
19 on several ongoing initiatives at the landfill. Staff reported that the city is beginning the process
20 to renew the landfill operating permit for an additional 20 years, a comprehensive effort that is
21 expected to take approximately one year to complete. Updates were also provided on plans for a
22 future transfer station and enclosed tipping floor facility, which would improve operational
23 efficiency, enhance safety, provide additional waste processing capabilities, and create
24 opportunities for future recycling operations. Staff noted that engineering and design work is
25 underway to develop construction plans, project cost estimates, and operational layouts. In
26 addition, a new front-load refuse collection truck and containers have been acquired to improve
27 commercial waste collection services. The new equipment is expected to increase efficiency,
28 reduce safety risks to employees, and allow commercial collections to be performed by a single
29 operator. Staff also discussed ongoing efforts to address illegal dumping through public
30 education, outreach, and enforcement of existing ordinances. Council discussion followed
31 regarding operational efficiency, safety measures, and service improvements. No action was
32 taken.

33
34 **REAL TIME CRIME CENTER UPDATE:** Michael Fry provided an overview of the Real-
35 Time Crime Center (RTCC), Automated License Plate Reader (ALPR) system, and drone
36 program. Staff explained that the RTCC is designed to improve officer and public safety, enhance
37 crime-solving capabilities, and provide officers with real-time information during calls for
38 service. The ALPR system, funded through a state grant approved by the City Council, was
39 recently installed and is used as an investigative tool to help locate stolen vehicles, missing
40 persons, and develop leads in criminal investigations. Staff emphasized that the system does not

1 utilize facial recognition, record conversations, access personal devices, predict criminal activity,
2 or monitor individuals inside vehicles. Data is retained for 30 days unless needed as evidence,
3 and all searches require an active case number and are subject to audits. Staff also discussed the
4 department's integrated technology platform, which consolidates ALPRs, traffic cameras, body
5 camera feeds, and other city-owned camera systems into a single interface. Information was
6 provided regarding the voluntary camera registration program available to businesses and
7 residents to assist law enforcement during investigations.

8
9 Staff also reported on the department's drone program, which is used to provide aerial support
10 during active calls for service, improve officer safety, and assist with locating suspects and
11 gathering evidence. The drones are operated by trained personnel in compliance with Federal
12 Aviation Administration regulations and are deployed only in response to specific incidents
13 rather than for routine surveillance.

14
15 **FOR THE RECORD:** Councilor Arnold stepped away from 6:56 P.M – 7:00 P.M

16
17 **PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS:** Adam
18 Michaels addressed the Council regarding community appearance, economic development
19 opportunities, recreational amenities, and quality-of-life concerns. Bernadette Luna expressed
20 support for the Real-Time Crime Center and related technology, citing its potential benefits in
21 assisting law enforcement investigations and enhancing public safety. James Edwards and
22 Veronica Muñoz provided information on upcoming community events, including activities
23 hosted by Eastern New Mexico University-Roswell and a recognition event honoring Roswell's
24 Little League World Series championship team. Richard Sweet addressed the Council regarding
25 concerns about the implementation of automatic license plate readers (ALPRs), citing privacy,
26 civil liberties, and government overreach concerns. Sarah MacArthur requested increased
27 transparency regarding the ALPR program and the proposed gross receipts tax initiative. Cody
28 Keith spoke in opposition to the ALPR system, expressing concerns regarding the technology's
29 reliability, accuracy, and future capabilities. Jeffrey Cabana opposed the ALPR program and
30 expressed concerns regarding surveillance technology and the proposed gross receipts tax
31 increase. Christian Emily voiced opposition to the ALPR system, citing concerns about privacy,
32 government monitoring, and City spending priorities. Brian Davis also expressed concerns
33 regarding surveillance technology, individual privacy, and personal liberties.

34
35 **FOR THE RECORD:** There was a 14-minute break from 7:50 P.M until 8:04 P.M

36
37 **PUBLIC HEARING(S)**

38
39 26. Public Hearing: Hold a public hearing to approve the transfer of ownership to CATTLE
40 BARON RESTAURANTS, INC. for the following Inter-Local Dispenser Liquor Licenses within

1 the City of Roswell: License No. DIS-001082 with on-premises consumption and patio service
2 for PASTA CAFÉ, located at 1208 North Main Street; License No. DIS-001209 with on-
3 premises consumption and no patio service for CATTLE BARON STEAK AND SEAFOOD
4 RESTAURANT, located at 1113 North Main Street; and License No. DIS-001124 with on
5 premises consumption and patio service for FARLEY'S FOOD, FUN & PUB, located at 1315
6 North Main Street, as recommended by the New Mexico Alcoholic Beverage Control Division

7
8 **BACKGROUND:** Under NMSA 1978 § 60-6B-4, the governing body is required to conduct a
9 public hearing on the application and must, by roll call vote, approve or disapprove the requested
10 application. The hearing is quasi-judicial in nature and must be conducted accordingly. In
11 considering whether to approve or disapprove the application, the governing body may only
12 disapprove of the application if it finds substantial evidence to support one of the following:

- 13 • The proposed location is within an area where the laws of New Mexico prohibit the sale
14 of alcoholic beverages; or
- 15 • The issuance or transfer would be in violation of zoning or other ordinance of the
16 governing body; or
- 17 • The issuance or transfer of a license would be detrimental to the public health, safety, or
18 morals of the residents of the local option district. The governing body is required to
19 notify the Director of the Alcohol and Gaming Division of the New Mexico Regulation
20 and Licensing Department within thirty (30) days of the public hearing whether it has
21 approved or disapproved the application. The City Clerk does this.

22
23 **MOTION:** Mayor Pro Tem Corn moved to hold a public hearing to approve the transfer of
24 ownership to CATTLE BARON RESTAURANTS, INC. for the following Inter-Local Dispenser
25 Liquor Licenses within the City of Roswell: License No. DIS-001082 with on-premises
26 consumption and patio service for PASTA CAFÉ, located at 1208 North Main Street; License
27 No. DIS-001209 with on-premises consumption and no patio service for CATTLE BARON
28 STEAK AND SEAFOOD RESTAURANT, located at 1113 North Main Street; and License No.
29 DIS-001124 with on premises consumption and patio service for FARLEY'S FOOD, FUN &
30 PUB, located at 1315 North Main Street, as recommended by the New Mexico Alcoholic
31 Beverage Control Division. Councilor Arnold seconded the motion.

32
33 **ROLL CALL VOTE:**

34		
35	Will Cavin	Yes
36	Carlos Marrujo, Jr.	Yes
37	Robert Corn	Yes
38	Darrell Johnson	Yes
39	Juan Oropesa	Yes
40	Juliana Halvorson	Yes

Kurt Gass Yes
Cristina Arnold Yes

MOTION PASSED: 8-0

27. Public hearing: Hold a public hearing to approve Application No. BLA-0000020512 for a Beer Wholesaler Liquor License for Black Cock, LLC d/b/a Black Cock Brewery, located at 1719 SE Main Street, Roswell, NM 88203

BACKGROUND: Under NMSA 1978 § 60-6B-4, the governing body is required to conduct a public hearing on the application and must, by roll call vote, approve or disapprove the requested application. The hearing is quasi-judicial in nature and must be conducted accordingly.

Black Cock, LLC d/b/a/ Black Cock Brewery, Application No. BLA0000020512, located at 1719 SE Main Street, Roswell, NM 88203, has applied for a beer wholesaler liquor license. In considering whether to approve or disapprove the application, the governing body may only disapprove of the application if it finds substantial evidence to support one of the following:

- The proposed location is within an area where the laws of New Mexico prohibit the sale of alcoholic beverages; or
- The issuance or transfer would be in violation of zoning or other ordinance of the governing body; or
- The issuance or transfer of a license would be detrimental to the public health, safety, or morals of the residents of the local option district. The governing body is required to notify the Director of the Alcohol and Gaming Division of the New Mexico Regulation and Licensing Department within thirty (30) days of the public hearing whether it has approved or disapproved the application. The City Clerk does this.

MOTION: Mayor Pro Tem Corn moved hold a public hearing to approve Application No. BLA-0000020512 for a Beer Wholesaler Liquor License for Black Cock, LLC d/b/a Black Cock Brewery, located at 1719 SE Main Street, Roswell, NM 88203. Councilor Johnson seconded the motion.

ROLL CALL VOTE:

Will Cavin Yes
Carlos Marrujo, Jr. Yes
Robert Corn Yes
Darrell Johnson Yes
Juan Oropesa Yes
Juliana Halvorson Yes

Kurt Gass Yes
Cristina Arnold Yes

MOTION PASSED: 8-0

FOR THE RECORD: Due to time constraints affecting certain individuals listed on the agenda, the agenda items were heard in the following order: Item No. 28, Item No. 3, Item No. 15, Item No. 11, Item No. 29, and Item No. 30.

NEW BUSINESS / REGULAR ITEMS

28. Approval of Mayor Jennings's nomination for the Roswell City Council Ward 2 vacancy.

BACKGROUND: Councilor Will Cavin resigned from the Roswell City Council, effective at 5:00 pm on Friday, August 14, 2026.

Section 3-12-1 NMSA 1978 Vacancy on governing body; appointment; procedures.

- (A). A vacancy on the governing body of a mayor-council municipality shall be filled by appointment of a qualified elector by the mayor of the municipality, with the advice, the consent and a majority vote of the members of the governing body that are present; provided that the governing body shall vote at the next meeting immediately following the vacancy to fill the vacancy if the vacancy has not been filled within fifteen days after the vacancy occurred; and provided further that so long as the vacancy remains unfilled, the item shall be included on each subsequent governing body meeting agenda until the vacancy is filled.
- (B). A qualified elector appointed to fill a vacancy on the governing body shall serve until the next regular local election or municipal officer election, whichever is applicable, at which time a qualified elector shall be elected to fill the remaining unexpired term, if any.

MOTION: Mayor Pro Tem Corn moved for the approval of Mayor Jennings' nomination for the Roswell City Council Ward 2 vacancy to be filled by Riley A. Armstrong. Councilor Cavin seconded the motion.

ROLL CALL VOTE:

Will Cavin Yes
Carlos Marrujo, Jr. Yes
Robert Corn Yes
Darrell Johnson Yes
Juan Oropesa Yes

1	Juliana Halvorson	Yes
2	Kurt Gass	Yes
3	Cristina Arnold	Yes

4

5 **MOTION PASSED: 8-0**

6 3. Ordinance 26-04: Authorize to advertise for a public hearing to consider adopting proposed
7 Ordinance 26-04: An Ordinance Amending the City of Roswell's Purchasing Procedures.

8

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

20

21 **MOTION:** Councilor Gass moved to authorize the advertisement of a public hearing to consider
22 adoption of proposed Ordinance No. 26-04, an ordinance amending the City of Roswell's
23 Purchasing Procedures. Mayor Pro Tem Corn seconded the motion.

24

25 **DISCUSSION:** The City Council discussed proposed Ordinance No. 26-04, which would
26 require City Council approval for certain expenditures and contracts exceeding \$125,000. City
27 Manager Yntema strongly recommended against the ordinance, stating that it would not increase
28 transparency, improve procurement compliance, or reduce audit findings. He explained that
29 expenditures are already approved through the annual budget process and subject to multiple
30 layers of review, including departmental, finance, procurement, legal, and administrative
31 oversight. He further stated that the ordinance would create a duplicative approval process, delay
32 purchases, increase costs, and hinder efficient city operations. He also noted that transparency is
33 being enhanced through the City's online expenditure reporting system and explained that
34 procurement processes already include competitive bidding requirements, legal review, and
35 financial oversight.

36 Councilor Arnold expressed concerns regarding the ordinance's development and
37 implementation, including questions about previous purchasing thresholds, auditor
38 recommendations, and whether the matter should be reconsidered when a new City Manager is
39 hired. Councilor Halvorson stated that expenditures approved through the budget process should
40 be administered by staff without additional Council approval and expressed concern about

creating unnecessary delays. Councilor Cavin and Mayor Jennings also voiced concerns that the ordinance would duplicate existing oversight, slow procurement, and interfere with the council-manager form of government. Councilor Gass and Mayor Pro Tem Corn supported moving the ordinance forward, stating that additional Council review would provide greater accountability and oversight of large expenditures. Councilor Johnson also supported advertising the ordinance for public hearing, noting that doing so would allow for additional public discussion and future amendments if necessary. Following extensive discussion, the Council voted on the motion to advertise the ordinance for a future public hearing.

ROLL CALL VOTE:

Will Cavin	No
Carlos Marrujo, Jr.	No
Robert Corn	Yes
Darrell Johnson	Yes
Juan Oropesa	No
Juliana Halvorson	No
Kurt Gass	Yes
Cristina Arnold	No

NOTE: Councilor Arnold voted “no with explanation,” stating that, based on comments received from both sides of the issue, she believed there was conflicting information and confusion surrounding the matter. She expressed the opinion that it would be best to allow the issue to rest for the time being and revisit it at a later date if necessary.

MOTION FAILED: 3-5

15. Approval of the Lodgers' Tax Funding Request for the Nancy Lopez Legacy Celebration for sponsorship.

BACKGROUND: 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.

MOTION: Councilor Gass moved for the approval of the Lodgers' Tax Funding Request for the Nancy Lopez Legacy Celebration for sponsorship. Councilor Marrujo seconded the motion.

DISCUSSION: Diane Taylor addressed the Council and requested lodgers tax funding for the Nancy Lopez Legacy Celebration. Ms. Taylor described the event as a historic celebration recognizing Nancy Lopez's accomplishments as the first Hispanic female golfer to achieve international prominence and her impact on women's athletics. She explained that former teammates, media representatives, and visitors from across the country were expected to attend the three-day event and stated that the celebration would promote Roswell and support local youth golf programs. Councilor Will Cavin, who had pulled the item from the consent agenda, expressed support for the event and highlighted its historical significance, anticipated tourism impact, and media exposure for the community. He noted that the Occupancy Tax Board and Finance Committee had recommended funding in the amount of \$10,000 and proposed an amendment to increase the sponsorship to \$20,000, citing the event's one-time nature and economic benefits. Councilor Juliana Halvorson seconded the amendment. Councilor Gass spoke in opposition to increasing the funding amount, stating that the Occupancy Tax Board and staff recommendations should be given significant consideration and noting that the Finance Committee had already increased the staff recommendation from \$5,000 to \$10,000.

MOTION TO AMEND: Councilor Cavin moved to increase funding from \$10,000 to \$20,000. Councilor Halvorson seconded the motion.

ROLL CALL VOTE:

Will Cavin	Yes
Carlos Marrujo, Jr.	Yes
Robert Corn	Yes
Darrell Johnson	Yes
Juan Oropesa	Yes
Juliana Halvorson	Yes
Kurt Gass	No
Cristina Arnold	Yes

MOTION PASSED: 7-1

ORIGINAL MOTION AS AMENDED: Councilor Gass moved for the approval of the Lodgers' Tax Funding Request for the Nancy Lopez Legacy Celebration for sponsorship as amended. Councilor Marrujo seconded the motion.

ROLL CALL VOTE:

Will Cavin	Yes
Carlos Marrujo, Jr.	Yes
Robert Corn	Yes
Darrell Johnson	Yes
Juan Oropesa	Yes
Juliana Halvorson	Yes
Kurt Gass	No
Cristina Arnold	Yes

MOTION PASSED AS AMENDED: 7-1

11. Resolution 26-49: Adoption of Resolution 26-49: Approving a budget adjustment for the fiscal year ending June 30, 2027.

BACKGROUND: The New Mexico Department of Finance Administration (DFA) requires governing body approval for any budget adjustment that increases or decreases revenue or expenditures in the approved budget. The finance department is requesting approval of budget adjustments, as summarized in Exhibit "A", to align the City's FY2026-2027 budget with current funding allocations. These adjustments include updates to various grants, transfers, and departmental budgets.

MOTION: Councilor Gass moved to adopt Resolution No. 26-49 approving a budget adjustment for the fiscal year ending June 30, 2027. Councilor Cavin seconded the motion.

MOTION TO AMEND: Councilor Halvorson moved to amend Resolution No. 26-49 to add \$45,000 from the Recreation Fund for pool chlorine expenses, Org/Object Code No. 26154242-725601. Councilor Cavin seconded the motion.

VOTE ON AMENDMENT: A voice vote was taken

MOTION PASSED AS AMENDED: 8-0

ORIGINAL MOTION AS AMENDED: Councilor Gass moved to adopt Resolution No. 26-49, as amended, approving a budget adjustment for the fiscal year ending June 30, 2027. Councilor Cavin seconded the motion.

ROLL CALL VOTE:

Will Cavin	Yes
Carlos Marrujo, Jr.	Yes
Robert Corn	Yes
Darrell Johnson	Yes
Juan Oropesa	Yes
Juliana Halvorson	Yes
Kurt Gass	Yes
Cristina Arnold	Yes

MOTION PASSED AS AMENDED: 8-0

Closed Session

29. Hold a closed session - pursuant to NMSA 1978, § 10-15-1(H)(7), to discuss attorney-client privilege pertaining to threatened or pending litigation in which the public body is or may become a participant and NMSA 1978, § 10-15-1(H)(5), to discuss attorney-client privileged communication relating to Union Negotiations, in which the City of Roswell is or may become a participant.

MOTION: Mayor Pro Tem Corn moved to enter closed session at 9:41 P.M. pursuant to NMSA 1978, § 10-15-1(H)(7), to discuss attorney-client privilege pertaining to threatened or pending litigation in which the public body is or may become a participant and NMSA 1978, § 10-15-1(H)(5), to discuss attorney-client privileged communication relating to Union Negotiations, in which the City of Roswell is or may become a participant. Councilor Marrujo seconded the motion.

ROLL CALL VOTE:

Will Cavin	Yes
Carlos Marrujo, Jr.	Yes
Robert Corn	Yes
Darrell Johnson	Yes
Juan Oropesa	Yes
Juliana Halvorson	Yes

1 Kurt Gass Yes
2 Cristina Arnold Yes
3

4 **MOTION PASSED: 8-0**

5
6 **MOTION:** Mayor Pro Tem Corn moved to reconvene the open meeting at 10:05 P.M. and
7 certify for the record that no decisions were made and no votes were taken during the closed
8 session. Councilor Johnson seconded the motion.
9

10 **ROLL CALL VOTE:**

11
12 Will Cavin Yes
13 Carlos Marrujo, Jr. Yes
14 Robert Corn Yes
15 Darrell Johnson Yes
16 Juan Oropesa Yes
17 Juliana Halvorson Yes
18 Kurt Gass Yes
19 Cristina Arnold Yes
20

21 **MOTION PASSED: 8-0**

22
23 **COUNCILOR COMMENTS (Information Only)**

24
25 **CITY MANAGER REPORTS/ANNOUNCEMENTS (Information Only)**

26
27 30. Employee Out-of-State Travel (Information Only)
28

29 **Adjournment**

30
31 The meeting was adjourned at 10:08 P.M.

32
33 Approved on this 10th day of September 2026.
34

35
36 (City Seal)
37

38
39 _____
40 Timothy Z. Jennings, Mayor

1 Amalia Martinez, City Clerk
2 Clerk

Prepared by: Angela Garcia, Deputy City

DRAFT

Regular City Council Meeting

10.

Meeting Date: 09/10/2026

COMMITTEE: N/A

CONTACT: Amalia Martinez

CHAIR: Mayor Pro Tem

Summary:

Approval of the minutes from the Special City Council meeting on August 17, 2026. (Corn/Martinez)

Attachments

DRAFT - August 17, 2026, Special City Council Minutes

Special Meeting, Roswell City Council
Held at City Hall, Mike Mathews Conference Room
425 N. Richardson Ave., Roswell, NM 88201
Monday, August 17, 2026, at 5:00 P.M.

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution No. 26-12.

The meeting convened at 3:18 P.M. with Mayor Jennings presiding.

ROLL CALL:

Juan Oropesa	Present
Darrell Johnson	Present
Carlos Marrujo, Jr.	Absent
Riley A. Armstrong	Present
Kurt Gass	Present
Juliana Halvorson	Present
Cristina Arnold	Present
Robert Corn	Present
Angela Moore	Absent
Ed Heldenbrand	Absent

APPROVAL OF THE AGENDA

1. Approval of agenda - approve the agenda for the August 17, 2026, Special City Council Meeting.

MOTION: Mayor Pro Tem Corn moved to approve the agenda for the August 17, 2026, Special City Council Meeting. Councilor Halvorson seconded the motion.

ROLL CALL VOTE:

Juan Oropesa	Yes
Darrell Johnson	Yes
Riley A. Armstrong	Yes
Kurt Gass	Yes
Juliana Halvorson	Yes
Cristina Arnold	Yes
Robert Corn	Yes

1 **MOTION PASSED: 7-0**

2
3 **REGULAR ITEMS**

4
5 2. Election of Mayor Pro Tem - Consider holding an election for Mayor Pro Tem. NMSA 1978 §
6 3-12-3. Governing body; powers and duties. A. The governing body of a municipality having a
7 mayor-council form of government shall: (1) elect one of its members to act as Mayor Pro Tem
8 in the absence of the mayor.
9

10 **BACKGROUND:** Each year, the governing body has elected one of its members to serve as
11 Mayor Pro Tem. The person elected to the office serves for a year and is responsible for
12 performing the duties of the mayor in the event that the mayor is unable to do so. To ensure
13 continuity of leadership and the orderly conduct of City business, the City Council will conduct
14 an election and select a council member to serve as Mayor Pro Tem for the balance of the term.
15

16 **MOTION:** No motion was made; therefore, the item died for lack of a motion and no action was
17 taken by the Council.
18

19 **FOR THE RECORD:** Councilor Marrujo Jr. arrived at 3:28 P.M. and joined the meeting.
20

21 3. Resolution 26-51: Adoption of Resolution 26-51: A Resolution of the City of Roswell
22 Affirming its financial support and commitment to MainStreet Roswell and the New Mexico
23 MainStreet Program
24

25 **BACKGROUND:** The requested funding will support downtown revitalization efforts and
26 initiatives aimed at enhancing economic development, historic preservation, and community
27 engagement within the MainStreet district.
28

29 MainStreet Roswell focuses on strengthening the downtown corridor through business
30 recruitment and retention, support for local entrepreneurs, and the promotion of existing
31 businesses. Key initiatives include beautification and place making projects, organization of
32 community events and festivals, marketing and promotion of downtown Roswell, and
33 preservation of historic assets that contribute to the area's unique character.
34

35 Approval of this funding request will allow MainStreet Roswell to continue implementing
36 strategic programs that drive foot traffic, support small business growth, and enhance the overall
37 vitality and attractiveness of downtown Roswell as a destination for residents and visitors alike.
38

39 The City of Roswell signed a Biennial MOU with the local government partner to fund at
40 minimum \$52,000 for MainStreet Roswell to be in compliance with New Mexico Main Street

1 and Main Street America Programs. This information can be found on page 7 of the agreement
2 that has been attached to this agenda packet.

3
4 **MOTION:** Mayor Pro Tem Corn moved for the adoption of Resolution 26-51: A Resolution of
5 the City of Roswell Affirming its financial support and commitment to MainStreet Roswell and
6 the New Mexico MainStreet Program. Councilor Arnold seconded the motion.

7
8 **DISCUSSION:** Dale Journey addressed the Council regarding the funding request for MainStreet
9 Roswell. During discussion, several Councilors expressed concerns regarding the organization's
10 compliance with reporting requirements and the timing of financial documentation provided to the
11 Council. It was noted that financial statements and cash balance information had been submitted
12 shortly before the meeting, limiting the Council's opportunity to review the materials in advance.
13 Councilors discussed the importance of receiving requested financial information in a timely
14 manner to support consideration of funding requests. Information was also provided regarding the
15 City's Biennial Memorandum of Understanding (MOU) with MainStreet Roswell and the City's
16 commitment to provide a minimum of \$52,000 in funding to remain in compliance with the New
17 Mexico MainStreet and Main Street America programs.

18
19 **FOR THE RECORD:** Councilor Arnold stepped away from 4:21 P.M – 4:25 P.M

20
21 **AMENDED MOTION:** Mayor Pro Tem Corn moved to amend Resolution No. 26-51, as
22 presented on page 5, line 35, of the Special City Council Meeting agenda packet, to allocate
23 \$52,000 in funding in lieu of \$75,000. Councilor Halvorson seconded the motion.

24
25 **VOTE:** A voice vote was taken. Councilors Gass and Arnold voting against the amendment. The
26 motion carried.

27
28 **MOTION PASSED: 6-2**

29
30 **ORIGINAL MOTION AS AMENDED:** Mayor Pro Tem Corn moved for the adoption of
31 Resolution 26-51 as amended: A Resolution of the City of Roswell Affirming its financial support
32 and commitment to MainStreet Roswell and the New Mexico MainStreet Program. Councilor
33 Arnold seconded the motion.

34
35 **ROLL CALL VOTE:**

36		
37	Juan Oropesa	Yes
38	Darrell Johnson	Yes
39	Carlos Marrujo Jr.	Yes
40	Riley A. Armstrong	Yes

Kurt Gass	No
Juliana Halvorson	Yes
Cristina Arnold	Yes
Robert Corn	Yes

ORIGINAL MOTION AS AMENDED PASSED: 7-1

4. Approval 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 \$1,248,845.90.

BACKGROUND: 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.

DISCUSSION: Councilors asked questions regarding the proposed purchase of the TANA Shark DT Waste Shredder, including the intended use of the equipment, anticipated benefits to landfill operations, and available funding sources. Councilors also discussed the priority of the purchase and expressed concerns regarding the cost of the equipment and the timing of the expenditure. Staff provided information regarding the tire backlog at the landfill and airport, the shredder's operational capabilities, potential revenue opportunities, and the availability of reimbursement funding through the RAID Grant program for replacement parts.

FOR THE RECORD: During discussion, Councilor Oropesa called for the question. Subsequently, Councilor Oropesa withdrew his motion.

MOTION: Councilor Halvorson moved to approve 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 \$1,248,845.90. Councilor Arnold seconded the motion.

ROLL CALL VOTE:

Juan Oropesa	Yes
Darrell Johnson	No
Carlos Marrujo Jr.	Yes
Riley A. Armstrong	Yes
Kurt Gass	No
Juliana Halvorson	Yes
Cristina Arnold	Yes
Robert Corn	No

MOTION PASSED: 5-3

PUBLIC PARTICIPATION ON AGENDA ITEMS: Kerry Moore, Edward Alvarez, Richard McKinley, Sonia Bolaños, Geneva Martinez, Morgan Fennig, Vivian Moore, and Joanne Baker addressed the Council regarding the proposed Local Economic Development Act (LEDA) local option gross receipts tax. Speakers expressed concerns that many residents may not fully understand the purpose and potential impacts of the proposed tax. Comments included concerns regarding the financial effect on local residents, particularly senior citizens and individuals living on fixed incomes. Several speakers opposed increasing taxes on local consumers and businesses and encouraged the City to pursue economic development initiatives without placing additional financial burdens on residents. Some speakers also expressed concerns regarding population decline and residents leaving Roswell due to economic conditions.

Richard Bradfute and Debbie Lee also addressed the Council and spoke in support of placing the proposed LEDA local option gross receipts tax on the November 3, 2026 ballot, stating that the measure would provide voters with the opportunity to decide whether to establish a dedicated funding source for economic development initiatives within the community.

5. Resolution 26-41: Adoption of Resolution 26-41: A Resolution to put a one-fourth of one percent local economic development act local option Gross Receipts Tax on the November 3, 2026, ballot.

BACKGROUND: New Mexico communities have the legal authority to provide public support for economic development through the Local Economic Development Act (LEDA), but most lack the capacity to do so consistently. LEDA provides a local option gross receipts tax (LEDA

LOGRT), the revenue of which, upon voter approval, municipalities and counties dedicate to public support for qualifying entities furthering or implementing economic development plans and projects. Municipalities may adopt a LEDA LOGRT increment of up to one-fourth percent (1/4%, or 0.25%).

"Public support" includes the provision of: • Land, buildings or other infrastructure • New broadband infrastructure that does not serve a public facility • Public-works improvements essential to the location or expansion of a qualifying entity (THINK SITE READINESS) • Direct loans or grants for land, buildings or infrastructure • Technical assistance to cultural facilities • Loan guarantees securing the cost of land, buildings or infrastructure • Grants for public-works infrastructure improvements essential to the location or expansion of a qualifying entity (THINK SITE READINESS) • Grants or subsidies to cultural facilities • Land for a publicly held industrial park (THINK SITE READINESS) • Land for a publicly owned cultural facility • Construction of a building for use by a qualifying entity

"Qualifying entities" are: • Those that manufacture, process or assemble manufactured products or agricultural products • Commercial enterprises for storing, warehousing, distributing or selling products of agriculture, mining or industry • Restaurants and lodgers • Indian nations, tribes or pueblos or federally chartered tribal corporations • Telecommunications sales enterprises • Facilities for farmers' markets • Metropolitan redevelopment project developers • Cultural facilities • Retail businesses in municipalities with populations of 15,000 or less; or • in municipalities with populations of more than 15,000 if the project does not receive state backing; or • in a county's unincorporated area

DISCUSSION: Councilors discussed Resolution No. 26-41 and asked questions regarding the purpose of the proposed LEDA local option gross receipts tax, the types of projects and entities eligible to receive funding, and the potential economic development benefits to the community. Concerns were raised regarding the impact of the tax on residents and businesses, public understanding of the ballot measure, accountability for the use of funds, and whether alternative funding sources could be pursued. Staff provided information regarding the allowable uses of LEDA funding and the process by which funds could be allocated to qualifying economic development projects.

MOTION: Councilor Armstrong moved to adopt Resolution No. 26-41 (Option No. 2), a resolution to place a one-fourth of one percent (0.25%) Local Economic Development Act (LEDA) local option gross receipts tax on the November 3, 2026 ballot. The motion was seconded by Councilor Gass.

See attachment: Resolution No. 26-XX, (Option 2)

ROLL CALL VOTE:

Juan Oropesa	Yes
Darrell Johnson	Yes
Carlos Marrujo Jr.	Yes
Riley A. Armstrong	Yes
Kurt Gass	Yes
Juliana Halvorson	Yes
Cristina Arnold	No
Robert Corn	Yes

MOTION PASSED: 7-1

6. Ordinance 26-10: approval to authorize to advertise for a public hearing to consider adopting proposed Ordinance 26-10: Adoption of a Local Economic Development Act Local Option Gross Tax Receipts.

BACKGROUND: New Mexico communities have the legal authority to provide public support for economic development through the Local Economic Development Act (LEDA), but most lack the capacity to do so consistently. LEDA provides a local option gross receipts tax (LEDA LOGRT), the revenue of which, upon voter approval, municipalities and counties dedicate to public support for qualifying entities furthering or implementing economic development plans and projects. Municipalities may adopt a LEDA LOGRT increment of up to one-fourth percent (1/4%, or 0.25%).

"Public support" includes the provision of: Land, buildings or other infrastructure • New broadband infrastructure that does not serve a public facility • Public-works improvements essential to the location or expansion of a qualifying entity (THINK SITE READINESS) • Direct loans or grants for land, buildings or infrastructure • Technical assistance to cultural facilities • Loan guarantees securing the cost of land, buildings or infrastructure • Grants for public-works infrastructure improvements essential to the location or expansion of a qualifying entity (THINK SITE READINESS) • Grants or subsidies to cultural facilities • Land for a publicly held industrial park (THINK SITE READINESS) • Land for a publicly owned cultural facility • Construction of a building for use by a qualifying entity

"Qualifying entities" are: • Those that manufacture, process or assemble manufactured products or agricultural products • Commercial enterprises for storing, warehousing, distributing or selling products of agriculture, mining or industry • Restaurants and lodgers • Indian nations, tribes or pueblos or federally chartered tribal corporations • Telecommunications sales enterprises • Facilities for farmers' markets • Metropolitan redevelopment project developers • Cultural

1 facilities • Retail businesses o in municipalities with populations of 15,000 or less; or o in
2 municipalities with populations of more than 15,000 if the project does not receive state backing;
3 or o in a county's unincorporated
4

5 **MOTION:** Mayor Pro Tem Corn moved to approve Ordinance 26-10: Authorize to advertise for
6 a public hearing of adoption of a Local Economic Development Act Local Option Gross Tax
7 Receipts with a 10-year sunset clause, as presented. Councilor Johnson seconded the motion.
8

9 **DISCUSSION:** Councilor Arnold stated that she believed the proposed Local Economic
10 Development Act (LEDA) local option gross receipts tax was a worthwhile initiative but expressed
11 concerns regarding the timing of its implementation. She raised questions regarding the City's
12 investment holdings and whether alternative funding sources could be utilized before considering
13 a tax increase. Discussion also included the potential impact of the tax on residents and the long-
14 term economic development benefits the measure could provide.
15

16 **ROLL CALL VOTE:**
17

18	Juan Oropesa	Yes
19	Darrell Johnson	Yes
20	Carlos Marrujo Jr.	Yes
21	Riley A. Armstrong	Yes
22	Kurt Gass	Yes
23	Juliana Halvorson	Yes
24	Cristina Arnold	No
25	Robert Corn	Yes

26
27 **MOTION PASSED: 7-1**
28

29 **ADJOURNMENT**
30

31 Meeting adjourned at 6:01 P.M.
32

33 Approved on this 10th day of September 2026.
34
35

36 (City Seal)
37

38 _____
Timothy Z. Jennings, Mayor

39 ATTEST
40
41 _____

1 Amalia Martinez, City Clerk
2 Clerk

Prepared by: Angela Garcia, Deputy City

DRAFT

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

15.

Meeting Date: 09/10/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Cristina Arnold

ACTION REQUESTED:

Ordinance 26-08: Hold a public hearing on the proposed Ordinance 26-08: Amending Fines and Penalties in the City of Roswell Code of Ordinances. (Arnold/Nairn-Mahan)

BACKGROUND:

Initiated by: Councilor Will Cavin

From time to time, various issues arise that need to be changed within some City Ordinances. This Ordinance seeks to increase penalties for certain criminal or traffic infractions, align City Code with State Law provisions, and correct various errors and omissions that have inadvertently been included in previous versions of the Ordinances. In part, the need for some of these changes to the penalty assessments is in response to HB 139, which eliminated court fees. The increase in these penalty assessments seeks to correct that unfunded mandate.

FINANCIAL CONSIDERATION

See Fiscal Impact below.

Elimination of court fees caused revenue for the courts to drop, and this would seek to restore some or all of that missing revenue.

LEGAL REVIEW:

The City Attorney drafted this Ordinance.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval by a vote of 5-0 at its meeting on May 28, 2026. The Public Safety Committee recommended approval by a vote of 4-0 at its meeting on June 16, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Ordinance 26-08 Amend Fines and Penalties Through the COR Code of Ordinances

ORDINANCE 26-08

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 24 OF THE
ROSWELL CITY CODE RELATING TO FINES AND PENALTIES ASSESSMENTS

WHEREAS, Chapter 24 of the Roswell City Code governs traffic within City limits; and

WHEREAS, the City of Roswell's penalty assessments for traffic offenses were not amended following the State of New Mexico eliminating court fees throughout the state; and

WHEREAS, the City Council intends hereby to update and clarify certain sections of Chapter 24 relating to Uniform Traffic Ordinance as adopted in an effort to encourage responsible and safe driving within the City limits.

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

SECTION 1. Section 24-2 of the Roswell Code is amended as follows:

Sec. 24-2. Same—Amendments to penalty assessments.

(a) *Penalty assessment established.*

- (1) As used in the New Mexico Uniform Traffic Ordinance adopted by reference by the city, penalty assessment misdemeanors means violation of any of the following listed sections of the New Mexico Uniform Traffic Ordinance, for which the listed penalty assessment is established:

Common Name of Offense	Section Violated	Penalty Assessment
------------------------	------------------	--------------------

Pedestrian Control Signals	12-5-7	\$50.00
Flashing signals	12-5-8	\$50.00
Display of unauthorized signs, signals or markings	12-5-10	\$50.00
Speed regulations	12-6-1	
Up to and including ten miles an hour over speed limit		\$50.00
From 11 up to and including 15 miles an hour over speed limit		\$75.00
From 16 up to and including 20 miles an hour over speed limit		\$100.00
From 21 up to and including 25 miles over speed limit		\$250.00
From 26 up to and including 30 miles an hour over speed limit		\$375.00
From 31 up to and including 35 miles over speed limit		\$450.00
More than 36 miles per hour		\$500.00
Minimum speed regulations	12-6-1.5	\$35.00
Overtaking a vehicle on the left	12-6-2.3	\$50.00
Limitations on overtaking on the left	12-6-2.4	\$50.00

1	No passing zones and restrictions on passing	12-6-2.7	\$50.00
2	Following too closely	12-6-2.13	\$75.00
3	Driving on divided streets	12-6-2.14	\$50.00
4	Vehicle approaching or entering intersection	12-6-4.1	\$50.00
5	Vehicles turning left at intersection	12-6-4.2	\$50.00
6	Vehicle entering stop or yield intersection	12-6-4.3	\$50.00
7	Limitations on turning around	12-6-5.5	\$35.00
8	Starting parked vehicle	12-6-5.7	\$35.00
9	Turning and stopping movements and required signals	12-6-5.8	\$50.00
10	Stopping, standing and parking	12-6-6	\$50.00
11	Special stops required	12-6-7	\$75.00
12	Stopping for school bus	12-6-7.3	\$250.00
13	Careless driving	12-6-12.4	\$125.00
14	Operators and chauffeurs must be licensed	12-6-12.5	\$150.00
15	Limitations on backing	12-6-12.9	\$75.00
16	Restriction on use of video in motor vehicles	12-6-12.11	\$75.00
17	Coasting Prohibited	12-6-12.12	\$50.00
18	Animals on street	12-6-13.10	\$75.00
19	Driving on mountain streets	12-6-13.11	\$50.00
20	Child not in restraint device or safety belt	12-6-13.12	\$125.00
21	Unfastened safety belt	12-6-13.13	\$75.00
22	Possession or consumption of alcoholic beverages in open containers, first offense	12-6-13.14	\$100.00
23			
24	Destructive or injurious material on roadway	12-6-13.5	\$125.00
25	Littering	12-6-13.15	\$300.00
26	Pedestrian violation	12-6-14	\$35.00
27	Pedestrian right of way in crosswalks	12-6-14.2	\$50.00
28	Pedestrians to use right half of sidewalks	12-6-14.3	\$35.00
29	Crossing at other than crosswalks	12-6-14.4	\$50.00
30	Pedestrians on streets	12-6-14.5	\$50.00
31	Drivers to exercise due care	12-6-14.8	\$50.00
32	Prohibited acts	12-10-1.1	\$50.00
33	When lighted lamps are required	12-10-1.3	\$50.00
34	Headlamps on vehicles	12-10-1.5	\$75.00
35	Dimming of lights	12-10-1.6	\$50.00
36	Tail lamps	12-10-1.7	\$50.00
37	Vehicles to be equipped with reflectors	12-10-1.8	\$50.00
38	Mufflers, prevention of noise	12.1-1.10	\$75.00
39	Lamp or flag on projecting load	12-10-1.11	\$75.00

1	Display of current valid registration plate	12-10-4	\$75.00
2	Evidence of registration to be signed and exhibited on demand	12-10-5	\$50.00
3	Unlawful riding	12-6-13.2	\$100.00
4	Boarding or alighting from vehicle	12-6-13.7	\$50.00
5	School zone	12-6-1.2	\$150.00
6	Plus \$10.00 every mile over the limit; not to exceed \$500.00		
7	Stop lamps, signal lamps, and signal devices	12-10-1.9	\$75.00
8	Turning and stopping movements and required signals	12-6-5.8	\$50.00
9	Windshield to be unobstructed	12-10-1.12	\$75.00
10	Basic rule	12-6-1.1	\$50.00
11	Emerging from alley, private	12-6-7.1	\$50.00
12	Lights and their application vehicle red light	12-5-6c	\$75.00
13	Window tint	12-10-1.12	\$75.00
14	Permitting unauthorized person to drive	12-6-12.23	\$150.00
15	Avoid traffic control device	12-5-3	\$75.00
16	Racing on street/exhibition driving	12-6-12.19	\$500.00
17	Driving on streets laned for traffic	12-6-2.12	\$75.00
18			
19			

SECTION 2. Section 24-8 is hereby amended as follows:

Sec. 24-8. ~~Reserved~~ 12-6-12.3 Reckless Driving.

A. Nothing in the Uniform Traffic Ordinance withstanding, any person who drives any vehicle carelessly or heedlessly in willful or wanton disregard of the rights or safety of others and without due caution and circumspection and at a speed or in a manner so as to endanger or be likely to endanger any person or property is guilty of reckless driving.

B. Every person convicted of reckless driving shall be punished:

(1) Upon a first conviction by imprisonment for not less than five days nor more than thirty days.

(2) On a second or subsequent conviction by imprisonment for not less than thirty days nor more than sixty days.

(3) In addition to any other penalties imposed pursuant to the provisions of this section, when a person is convicted pursuant to the provisions of this section, the motor vehicle the person was driving shall be immobilized by an immobilization device for thirty days, unless immobilization of the

1 motor vehicle poses an imminent danger to the health, safety or employment
2 of the convicted person's immediate family or the family of the owner of
3 the motor vehicle. The convicted person shall bear the cost of immobilizing
4 the motor vehicle.
5

6 SECTION 3. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby
7 repealed to the extent of such inconsistency. This repealer shall not be construed to revive any
8 ordinance or part of any ordinance heretofore repealed.
9

10 SECTION 4. If any section, paragraph, clause or provision of this ordinance for any reason shall
11 be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph,
12 clause or provision shall not affect any other part of this ordinance.
13

14 SECTION 5. This ordinance shall be effective five (5) days after its publication, as required by
15 law.
16

17
18 PASSED, ADOPTED, SIGNED AND APPROVED this 10th day of September 2026.
19
20
21

22
23 _____
24 Timothy Z. Jennings, Mayor
25

26 CITY SEAL
27
28
29
30

31 ATTEST
32
33

34 _____
Amalia Martinez, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

16.

Meeting Date: 09/10/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Cristina Arnold

ACTION REQUESTED:

Approval to enter into a lease agreement with the Roswell Invaders for the use and operation of Joe Bauman Stadium for a term of up to five (5) years. (Arnold/Vickers)

BACKGROUND:

Initiated by: Jessica Vickers

The proposed lease agreement authorizes the Roswell Invaders, a member of the Pecos League of Professional Baseball Clubs, to utilize and operate Joe Bauman Stadium for professional baseball activities and related uses. The agreement includes an initial two-year term with the option to renew for up to three additional one-year terms upon mutual agreement of the parties. The lease also provides for continued use of the facility by the Roswell High School Baseball Team through a shared scheduling arrangement administered by the lessee. Under the agreement, the Roswell Invaders will be responsible for routine maintenance, groundskeeping, trash removal, utilities, and day-to-day operations of the facility.

FINANCIAL CONSIDERATION

The lease establishes an annual rent of \$100, subject to future adjustments as outlined in the agreement. The lessee is responsible for utilities, routine maintenance, and insurance requirements associated with the use of the facility.

LEGAL REVIEW:

The lease agreement has been reviewed and approved as to form by the City Attorney.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval with a vote of 4-0 to present it to the full council agenda on August 31, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Invaders Pecos League of Baseball Lease (Joe Bauman-Coca Cola Field)

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is hereby entered into on this September ____, 2026 (the "Effective Date"), by and between the CITY OF ROSWELL, NEW MEXICO ("City"), a political subdivision of the State of New Mexico, located at 425 N. Richardson, Roswell, NM 88201, and PECOS LEAGUE OF PROFESSIONAL BASEBALL CLUBS DBA THE ROSWELL INVADERS, a(n) Corporation, whose principal address is PO BOX 271489, Houston, TX 77277 ("The Roswell Invaders"), collectively referred to herein as the Parties.

RECITALS

WHEREAS, the City is the fee owner of and has the right to utilize, including the right to lease, the following described real property, together with the improvements thereon, in Chaves County, New Mexico, to wit:

S: 16 T: 11S R: 24E NW4NE4NE4 S 514' N 544' E 440' W 465' BK: 275 PG: 833, known as, and referred to hereinafter, as "**Joe Bauman Stadium**"; and

WHEREAS, the City of Roswell hereby leases the subject property to PECOS LEAGUE OF PROFESSIONAL BASEBALL CLUBS dba The Roswell Invaders for purposes related to the operation of The Roswell Invaders baseball organization, including, but not limited to, the operation and management of The Roswell Invaders baseball team. The subject property shall also be made available for use by the Roswell High School Baseball Team pursuant to a shared scheduling arrangement. All scheduling, coordination, and allocation of field use between The Roswell Invaders and the Roswell High School Baseball Team shall be administered and managed by the Lessee under the terms of this Lease Agreement.

WHEREAS, The City of Roswell ("Lessor") shall lease the Premises to The Roswell Invaders ("Lessee") for an initial term of two (2) years (the "Initial Term"), commencing on the effective date of this Lease Agreement and continuing until the expiration of the Initial Term, unless earlier terminated in accordance with the provisions of this Agreement.

Upon expiration of the Initial Term, this Lease may be renewed for up to three (3) additional consecutive terms of one (1) year each ("Renewal Terms"), subject to the mutual written agreement of the Lessor and Lessee. Upon mutual written agreement of the parties, each renewal period shall be governed by the same terms and conditions hereof, except as may be otherwise agreed in writing by the parties.

WHEREAS, the Lessee shall be responsible for the maintenance and upkeep of Joe Bauman Stadium, including, but not limited to, all field maintenance, groundskeeping, and the removal and disposal of all trash, litter, debris, and other waste from the premises. The Lessee shall also be responsible for any water or sewage-related damage occurring within or to the premises, unless otherwise determined by the governing body. The City shall assist with the repair of any damage to the premises when the cost of such repairs exceeds Five Thousand Dollars (\$5,000.00). The extent and manner of the City's assistance shall be determined by the City manager and governing body, the Lessee, and shall be subject to the terms of this Agreement

NOW THEREFORE, in consideration of the mutual covenants contained herein, The Roswell Invaders and the City agree as follows:

1. GRANTING CLAUSE

For the Term, at the Rent and otherwise upon the terms, provisions and conditions contained herein, the City hereby lets and leases unto The Roswell Invaders the surface only to Joe Bauman Stadium, together with all improvements located thereon.

2. RENT

a. The Roswell Invaders agrees to pay to the City as rent the sum of ONE HUNDRED DOLLARS (\$100.00) ANNUALLY, payable at the City's option on a lump-sum basis at the commencement of this Agreement and each anniversary thereafter, or in 12 monthly installments of \$8.34 (the "Rent") the first payment of which shall be due on the Effective Date hereof and thereafter on the first day of each month. After the first year of the Term, Rent will be adjusted every year by 3% or the Consumer Price Index ("CPI"), whichever is greater.

b. If The Roswell Invaders fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, The Roswell Invaders shall pay to the City an additional 12% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting the City in the exercise of any other right or remedy to which it may be entitled by reason of The Roswell Invaders's failure to pay rent when due. All rent shall be paid to the City without abatement, reduction or set off of any kind except as herein specifically provided.

3. **SECURITY DEPOSIT**

a. Upon the execution of this Agreement, The Roswell Invaders shall pay to the City the following security deposit to be held as security for the payment of rent and the faithful performance by The Roswell Invaders of all of its obligations under this Agreement:

☒ i. \$0.00

☐ ii. The City waives the security deposit for this Agreement.

b. The City may use the security deposit to repair any damage to Joe Bauman Stadium caused by The Roswell Invaders or its guests, and to clean the Joe Bauman Stadium upon termination of this Agreement. If The Roswell Invaders fully performs its obligations under this Agreement, the security deposit, or the balance remaining, shall promptly be returned to The Roswell Invaders after the termination of this Agreement.

4. **TERM**

The term of this Agreement shall commence on the Effective Date and shall continue for a period of 2 years (the "Initial Term"). This Agreement may be renewed up to three (3) consecutive terms of 1 year each. Each renewal term shall be governed by the same terms and conditions hereof, except as may be otherwise agreed in writing by the parties.

5. **USE OF PREMISES**

a. The Roswell Invaders shall use Joe Bauman Stadium solely for the purposes of operation and management of The Roswell Invaders baseball team, and related uses, and for no other purposes. The Roswell Invaders shall not use the Joe Bauman Stadium for any purpose prohibited by the laws of the United States, the State of New Mexico, or the ordinances of the City of Roswell.

b. The Roswell Invaders shall conduct and operate its business in such a manner so as to prevent the performance of any act, creation, or maintenance of anything which in the opinion of the City may be or become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor, other forms of air pollution, or other condition, substance, or element in such amounts as to affect the surrounding area or adjoining premises. The City shall be the sole judge as to whether

any act done or things created or maintained by The Roswell Invaders on the Error: Reference source not found is or may become a nuisance or otherwise noxious or objectionable condition and The Roswell Invaders agrees to abide by the City's decision and act in accordance with its directions with respect thereto.

c. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of The Roswell Invaders's use or occupancy of Joe Bauman Stadium is the sole and absolute responsibility of The Roswell Invaders. The Roswell Invaders shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of The Roswell Invaders's use or occupancy of Joe Bauman Stadium shall be grounds for the immediate termination of this Agreement with or without process of law. The Roswell Invaders represents to the City that it will not release any hazardous materials at, in, on or about Joe Bauman Stadium. To the extent it is proven that hazardous materials have been released by The Roswell Invaders during the Term, The Roswell Invaders hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold the City harmless from and against any bodily injury, death or property damage, including (1) environmental claims, (2) environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials, and (3) liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

6. CONDITION OF THE PREMISES

The Roswell Invaders has inspected Joe Bauman Stadium and accepts Joe Bauman Stadium in its present condition, as is. The Roswell Invaders acknowledges that any requirements for accessibility and/or public accommodation(s) are The Roswell Invaders's responsibility. The City makes no representations or warranties that Joe Bauman Stadium is suitable for The Roswell Invaders's use or any other purpose.

7. MAINTENANCE

a. The Roswell Invaders, at its own expense, shall maintain Joe Bauman Stadium and appurtenances to Joe Bauman Stadium in good repair and in at least as good condition as that in which they were delivered, allowing for ordinary wear and tear, and provided that Joe Bauman

Stadium shall not be required to make any structural repairs or alterations, which shall be the responsibility of the City, except as provided below.

b. The City shall be the sole judge of the quality of repair and maintenance by The Roswell Invaders under this Section and, upon written notice by the City, The Roswell Invaders shall be required to perform whatever maintenance or repairs deemed necessary by the City. If said maintenance or repair is not undertaken within ten (10) days after receipt of written notice, the City shall have the right to enter upon Joe Bauman Stadium and perform the necessary maintenance, the cost of which shall be borne by The Roswell Invaders.

c. The Roswell Invaders shall notify the City of any structural repairs as soon as The Roswell Invaders knows or should know of the need for such repairs. The City shall bear the cost and responsibility of such structural repairs, except to the extent caused by The Roswell Invaders's failure to timely notify the City of the need for such repairs, or made necessary as a result of the activities of The Roswell Invaders at Joe Bauman Stadium. The cost of structural repairs made necessary as a result of The Roswell Invaders's activities or failure to timely notify the City shall be deemed additional Rent and shall be payable to the City on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

8. TAXES, LICENSES AND UTILITIES

During the Term hereof, The Roswell Invaders shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by The Roswell Invaders upon Joe Bauman Stadium, of whatsoever kind or nature, incident to or arising out of the conduct of The Roswell Invaders's activities. Failure to have or maintain any appropriate current license or permit shall be a breach of this Agreement. The Roswell Invaders shall be responsible for all utilities to Joe Bauman Stadium.

9. PERSONAL PROPERTY AND FIXTURES

All personal property and fixtures of The Roswell Invaders in and on Joe Bauman Stadium shall be kept at the sole risk of The Roswell Invaders, and the City shall not be liable for any damage thereto or to The Roswell Invaders for interruption of business or otherwise. The Roswell Invaders hereby waives all causes or rights of recovery against City, its agents, employees, invitees and for any loss to such personal property and fixtures on Joe Bauman Stadium or to consequential loss arising there from caused by fire or other casualty, whether negligently caused or not.

10. **EQUIPMENT AND IMPROVEMENTS**

a. Except as otherwise provided herein, The Roswell Invaders shall have the right to install such equipment as may be necessary for the conduct of its business on Joe Bauman Stadium; and at the expiration or termination of the Agreement The Roswell Invaders shall have the right to remove all of such equipment installed by The Roswell Invaders that is removable without damage to Joe Bauman Stadium. Also, except as provided in this Agreement, The Roswell Invaders shall, upon written demand by the City, at The Roswell Invaders's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by The Roswell Invaders pursuant to this Section.

b. The Roswell Invaders shall not make, suffer or permit to be made, any major additions, alterations or improvements on Joe Bauman Stadium (including but not limited to, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in) without first obtaining the written consent of the City, which consent will not be unreasonably withheld. At the termination or expiration of this Agreement, all such permitted improvements shall become the sole property of the City.

11. **MECHANICS' LIENS**

In the event that The Roswell Invaders makes any major alterations, additions or improvements, as provided for above, The Roswell Invaders shall not cause, suffer or permit any mechanic's, materialmen's, or other liens to be filed against Joe Bauman Stadium, or any part thereof, nor against The Roswell Invaders's leasehold interest, by reason of work, labor, services, or materials supplied or claimed to have been supplied to The Roswell Invaders. In the event that such liens shall be recorded against the Joe Bauman Stadium, The Roswell Invaders shall cause the same to be removed or, in the alternative, if it in good faith desires to contest the same, it shall be privileged to do so, but in such case The Roswell Invaders hereby agrees to indemnify and save the City harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure, cause the same to be discharged and removed prior to the execution of such judgment.

12. ACCESS AND INSPECTION

Upon giving reasonable notice to The Roswell Invaders, the City may enter Joe Bauman Stadium during The Roswell Invaders's regular business hours and have free access to Joe Bauman Stadium and improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to the City under the terms and provisions of this Agreement.

13. HOLDOVER

In the event The Roswell Invaders remains in possession of Joe Bauman Stadium after the expiration or termination of this Agreement, The Roswell Invaders shall be deemed a tenant at sufferance, and shall be required to pay to the City the fair market rental value of the Joe Bauman Stadium on a monthly basis, and The Roswell Invaders's occupancy shall be governed in all other respects by the provisions hereof, except as to the duration of the Term.

14. CONDEMNATION

a. In the event that the Joe Bauman Stadium or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the Term hereof, this Agreement shall terminate as of the effective date of such condemnation or taking, unless the Parties mutually agree that any remainder left after a partial condemnation or taking is still suitable for the purposes of this Agreement, in which case this Agreement may continue at the election of the Parties. In such event, The Roswell Invaders shall bear any necessary costs of relocating its equipment and placing the remaining Joe Bauman Stadium in proper and usable condition.

b. In the event of total or partial condemnation or taking of the Joe Bauman Stadium as aforesaid, all compensation awarded or paid upon a total or partial taking of the Joe Bauman Stadium shall belong to City and The Roswell Invaders shall have no right or cause of action against City; provided, however that The Roswell Invaders shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by The Roswell Invaders as a result of the termination of this Agreement or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by The Roswell Invaders and are located upon Joe Bauman Stadium at the time of such condemnation or taking. The Roswell Invaders reserves the right to proceed independently of City with any claim for compensation for

damages to which The Roswell Invaders may become entitled by reason of such total or partial condemnation or taking.

15. DAMAGE OR DESTRUCTION OF PREMISES

a. In the event Joe Bauman Stadium is damaged or destroyed by fire, the elements, or other perils or casualty not the fault of The Roswell Invaders, the City may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage, or terminate this Agreement by 30 days' written notice to The Roswell Invaders. If the City elects to repair or rebuild, this Agreement shall remain in full force and effect, except that The Roswell Invaders's obligation to pay Rent shall be waived or reduced based upon the extent to which the damage and making of such repairs shall reasonably interfere with the activities carried on by The Roswell Invaders in Joe Bauman Stadium, as determined by the City. The City shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements, of any leasehold improvements, fixtures, or other personal property of The Roswell Invaders. In no event shall the City be liable to or for any costs incurred by The Roswell Invaders as a result of disruption of its activities by casualty under this Section.

b. In the event that the City elects to repair or rebuild Joe Bauman Stadium under this Section, the City shall act promptly and with due diligence, but the City shall not be responsible for delays caused by factors beyond the City's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, The Roswell Invaders agrees that the City shall not be responsible for damages, nor shall the City be deemed to be in default under this Agreement.

16. TERMINATION

Either Party may terminate this Agreement at any time during the Term or any Renewal Term hereof by giving 30 days' written notice in advance. Termination under this Section shall not terminate, prejudice or otherwise effect any right or obligation accruing hereunder prior to the termination.

17. SURRENDER

Upon expiration or termination of this Agreement, The Roswell Invaders shall quit and surrender Joe Bauman Stadium to the City within 30 days of the expiration or notice of termination, in as clean and good order and condition as it was at the commencement of the Term,

normal wear and tear excepted. Except as otherwise provided for herein, The Roswell Invaders shall remove all of its personal property and fixtures from Joe Bauman Stadium prior to surrender and any such personal property or fixtures abandoned on or about the Joe Bauman Stadium after surrender shall become irrevocably the property of the City, but The Roswell Invaders shall be liable for any costs to the City of disposing of any of its property or fixtures left after surrender that the City, in its discretion, does not elect to keep. The Roswell Invaders shall be further liable for any costs of repairs, restoration or cleaning of Joe Bauman Stadium made necessary as a result of The Roswell Invaders's failure to maintain its obligations under this Section.

18. INSURANCE

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

b. The Roswell Invaders's insurance obligations under this Agreement shall be:

- i. all insurance coverage and/or limits by or available to The Roswell Invaders; or
- ii. the minimum coverage requirements and/or limits set forth in Exhibit A, whichever is greater.

c. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits set forth in Exhibit A, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements set forth in Exhibit A are sufficient to cover the obligations of The Roswell Invaders pursuant to this Agreement. The Roswell Invaders's requirements under this Section shall be referred to herein as the "Insurance."

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

19. INDEMNIFICATION AND HOLD HARMLESS

a. The City shall not be liable to The Roswell Invaders or to The Roswell Invaders's employees, customers, visitors, or any other person for any injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the premises in connection with, or arising out of, The Roswell Invaders's operation and use of Joe Bauman Stadium.

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

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

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

20. **DEFAULT**

The Roswell Invaders shall be in default of this Agreement, if at any time during the Term hereof, it shall:

a. Default in the payment of any installment of Rent or any other sums specifically to be paid by The Roswell Invaders hereunder and such default shall not have been cured within ten (10) days after the City shall have given to The Roswell Invaders written notice specifying such default; or

b. Fail in the observance of any covenants, agreements or obligations hereunder, other than the covenants to pay Rent, when such failure shall not have been cured within thirty (30) days after City shall have given to The Roswell Invaders written notice specifying such default; provided, however, that if the failure complained of shall be of such nature that the same cannot be completely remedied or cured within such thirty (30) day period, then such failure shall not be an enforceable default against The Roswell Invaders for the purposes of this paragraph if The Roswell Invaders shall have commenced curing the failure within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the failure complained of; or

c. Finally and without further possibility of appeal or review

- i. be adjudicated bankrupt or insolvent,
- ii. have a receiver or trustee appointed for all or substantially all of its business or assets, or
- iii. suffer an order to be entered approving a petition filed against The Roswell Invaders seeking reorganization of The Roswell Invaders under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof; or

d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property; or

e. Leave Joe Bauman Stadium vacant or deserted for a period of thirty (30) consecutive days and such lack of use shall continue for thirty (30) days after City has given The Roswell Invaders written notice specifying the vacancy.

21. CITY'S REMEDIES ON DEFAULT

a. Upon default of this Agreement by The Roswell Invaders, the City may declare this Agreement, and all rights and interest created by it, to be terminated without further notice to The Roswell Invaders, whereupon The Roswell Invaders shall surrender Joe Bauman Stadium as otherwise provided for herein. In the event that The Roswell Invaders shall fail or refuse to surrender Joe Bauman Stadium, the City shall be entitled to regain possession thereof in the manner provided by the laws of the State of New Mexico in force at the time of the default.

Termination hereunder shall not relieve The Roswell Invaders from any claim for damages accruing to the City under this Agreement or as a result of the default and the City shall be entitled to enforce the payment of such claim for damages by any remedy provided by law, whether or not stated herein. The City may further sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease.

b. If The Roswell Invaders shall at any time be in default in fulfilling any of the covenants of this Agreement, the City may, but shall not be obligated to, take or cause to be taken such action or make such payment as may be required by such covenant, without notice to or demand upon The Roswell Invaders and at The Roswell Invaders's risk and expense. All expenses, costs and liabilities of the City incurred hereunder shall be deemed additional Rent and shall be payable to the City on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

22. **FORCE MAJEURE**

Neither Party shall be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service, nor for any failure or delay caused by the negligence or omission of the City. Either Party claiming force majeure hereunder must make every reasonable attempt to minimize delay of performance. In the event of a force majeure, the Party claiming force majeure shall notify the other Party thereof within 10 days of its occurrence. If such force majeure continues longer than 120 days, either Party may terminate the Agreement, as otherwise provided for herein.

23. **NONDISCRIMINATION**

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

24. **CHOICE OF LAW AND FORUM SELECTION**

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

25. **NOTICES**

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

CITY OF ROSWELL
BASEBALL CLUBS dba the roswell invaders
Attn: Hessel Yntema
City Manager
P.O. 1838, Roswell, NM 88202-1838

PECOS LEAGUE OF PROFESSIONAL
Attn: Andrew Dunn
Owner
PO BOX 271489, Houston, TX 77277

26. **COUNTERPARTS**

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

27. **ENTIRE AGREEMENT, MODIFICATION**

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

28. **SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or

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

29. **NON-WAIVER.**

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

30. **RIGHTS CUMULATIVE**

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

31. **BINDING EFFECT**

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

32. **NO ASSIGNMENT**

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

33. **AUTHORITY**

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

34. **HEADINGS.**

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

35. **NO ADDITIONAL REPRESENTATIONS**

- a. The Roswell Invaders expressly acknowledges that in entering into this Agreement, it does not rely on any statement, representation, or warranty other than those expressly set out in this Agreement.
- b. The Roswell Invaders expressly acknowledges that it has been advised to seek its own separate legal counsel for advice with respect to this Agreement, and

has had sufficient opportunity to do so. The Parties further agree that interpretation of this Agreement shall be made without regard to authorship or negotiation.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, The Roswell Invaders and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on this September _____, 2026, the Effective Date hereof.

“City”

CITY OF ROSWELL

“The Roswell Invaders”

PECOS LEAGUE OF
PROFESSIONAL BASEBALL
CLUBS dba the roswell invaders

By: Hessel Yntema
City Manager

By: Andrew Dunn
Owner

CITY SEAL

Amalia Martinez, City Clerk

Approved as to form:

Christopher J. Mahan, City Attorney

EXHIBIT A: INSURANCE

1. MINIMUM SCOPE OF INSURANCE

a. The Roswell Invaders shall procure and maintain for the duration of the contract the following minimum insurance against claims for injuries to persons or damages to property which may arise from or in connection with the lease of Joe Bauman Stadium by The Roswell Invaders, its agents, representatives, employees or subcontractors (check all that apply):

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

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

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

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

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

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

2. ADDITIONAL INSURED STATUS

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

3. PRIMARY COVERAGE

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

4. NOTICE OF CANCELLATION

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

5. WAIVER OF SUBROGATION

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

6. SELF INSURED RETENTIONS

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

7. ACCEPTABILITY OF INSURERS

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

8. CLAIMS MADE POLICIES

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

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

9. VERIFICATION OF COVERAGE

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

10. SPECIAL RISKS OR CIRCUMSTANCES

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

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

17.

Meeting Date: 09/10/2026

COMMITTEE: City Council

CONTACT: C. Josh Nairn-Mahan

CHAIR: Cristina Arnold

ACTION REQUESTED:

Resolution 26-54: Adoption of Resolution 26-54: New Multi-Generational Area, Spring River Zoo, Roswell Adult Center, and Peppermint Park. (Arnold/Halvorson)

BACKGROUND:

Initiated By: James McCornack

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. The Legal Committee recommended approval 4-0 at its meeting on August 31, 2026, to send to the full agenda.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Resolution 26-54 Multi-Generational Area Zoo

Resolution 26-54 Multi-Generational Area Zoo Exhibit A

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

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

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

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

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.

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

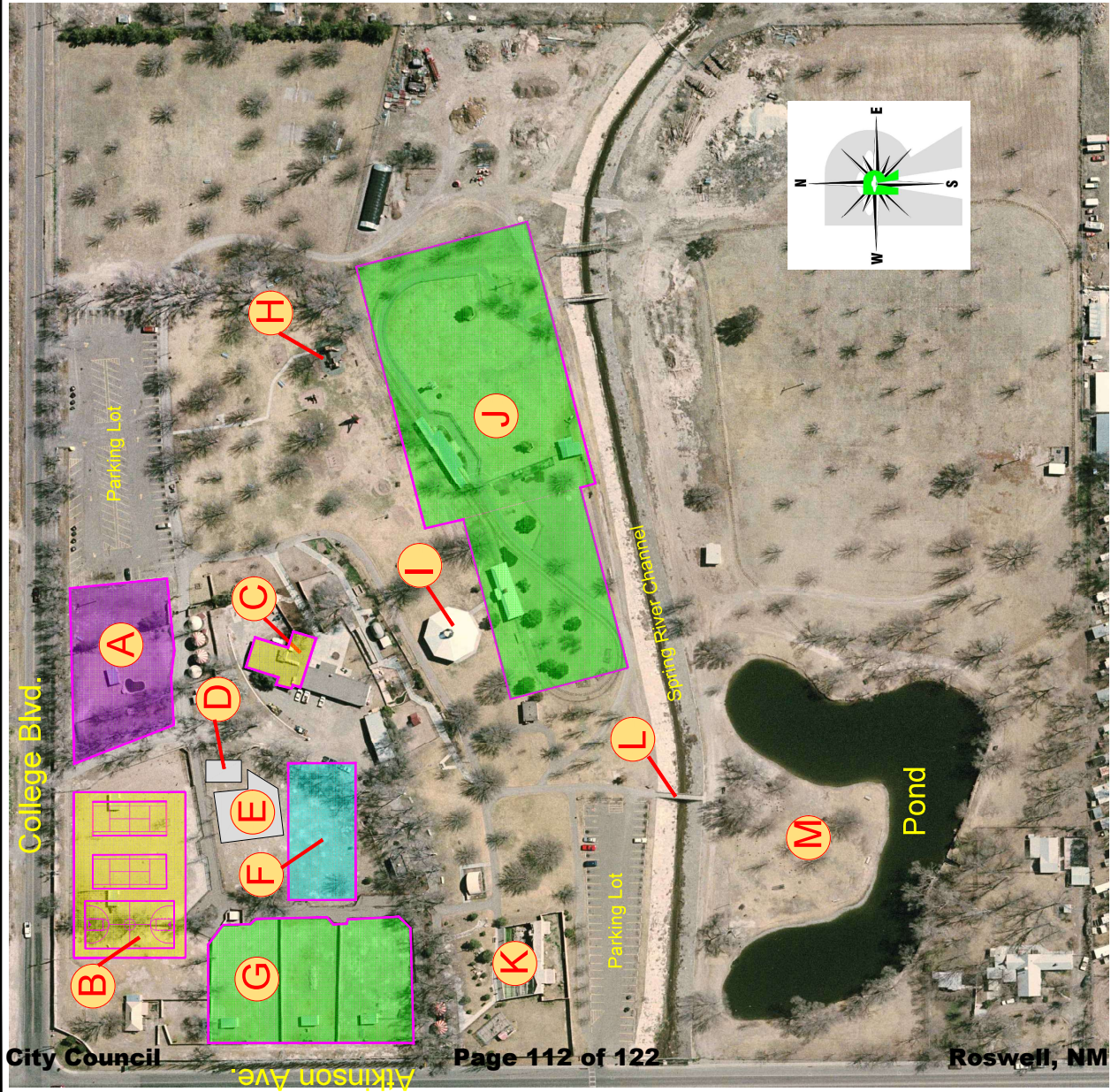
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5 CITY SEAL

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9 Timothy Z. Jennings, Mayor

10 ATTEST

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15 Amalia Martinez, City Clerk

DRAFT



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
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

18.

Meeting Date: 09/10/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Cristina Arnold

ACTION REQUESTED:

Resolution 26-55: Adoption of Resolution 26-55: Dissolution of the Keep Roswell Beautiful Board.
(Arnold/Conyers)

BACKGROUND:

Initiated by: Tommi Jo Conyers

The Keep Roswell Beautiful Board was established to support community beautification, litter prevention, environmental education, and related volunteer initiatives within the City of Roswell with the help of the New Mexico Tourism Department's NM Clean and Beautiful Grant. Over time, operational responsibilities and community programs previously associated with the board have transitioned to city departments, organizations, and community partners.

At this time, staff is recommending dissolution of the Keep Roswell Beautiful Board due to limited board activity, evolving operational needs, high administrative volume, and organizational restructuring efforts. In recent years, the administrative requirements associated with maintaining the board and managing related grant initiatives have increased significantly. Due to these administrative demands and staffing considerations, the City did not apply for the New Mexico Clean and Beautiful Grant for the Fiscal Year 2027 funding cycle.

The proposed dissolution would streamline oversight responsibilities while allowing beautification and community engagement initiatives to continue through existing City departments and community partnerships.

This agenda item is being presented to the Legal Committee for discussion and consideration regarding the formal dissolution process and any necessary ordinance or resolution amendments associated with the board's termination.

FINANCIAL CONSIDERATION

None

LEGAL REVIEW:

The City Attorney has reviewed the Resolution being presented.

BOARD AND COMMITTEE ACTION:

This Resolution was presented at the May 28, 2026, Legal Committee Meeting and tabled to the June 25, 2026, Legal Committee Meeting. The Legal Committee recommended approval 4-0 at its meeting on August 31, 2026 to send to the full agenda.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

KRB Draft Resolution 26-XX

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WHEREAS, the City Council, as the local governing body of the City of Roswell, New Mexico (“City”), previously adopted Resolution 20-27 creating the Keep Roswell Beautiful Community Board; and

WHEREAS, Resolution 20-27 established the Keep Roswell Beautiful Community Board as an advisory board to make recommendations concerning programs, initiatives, events, grant projects, beautification, litter control, recycling, and related community improvement efforts; and

WHEREAS, the Keep Roswell Beautiful program remains an important public service and community improvement function of the City; and

WHEREAS, the City has determined that the administration, coordination, and implementation of Keep Roswell Beautiful programs, events, initiatives, grant activities, and related projects can be more effectively managed through City staff, departmental coordination, community partnerships, volunteer participation, and direct oversight by the City Manager or designee; and

WHEREAS, the dissolution of the Keep Roswell Beautiful Community Board does not dissolve or discontinue the Keep Roswell Beautiful program, nor does it limit the City's ability to continue beautification, litter control, recycling, public outreach, grant-funded activities, volunteer coordination, or community improvement efforts; and

WHEREAS, the City Council finds that it is in the best interest of the City to dissolve the Keep Roswell Beautiful Community Board and repeal Resolution 20-27 to the extent necessary to eliminate the Board.

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

The Keep Roswell Beautiful Community Board created by Resolution 20-27 is hereby dissolved.

Resolution 20-27, titled “A Resolution for the Creation of the Keep Roswell Beautiful Community Board,” is hereby repealed in its entirety to the extent it created, authorized, or governed the Keep Roswell Beautiful Community Board.

The Keep Roswell Beautiful program may continue as a City program under the direction and oversight of the City Manager or the City Manager's designee. The City may continue to administer programs, events, initiatives, grants, volunteer efforts, beautification projects, litter

1 control programs, recycling activities, public education, and related community improvement
2 efforts associated with Keep Roswell Beautiful.

3
4 **SECTION 14 Transfer of Administrative Functions.**

5 Any administrative duties, records, project coordination, grant-related responsibilities, volunteer
6 coordination, event planning, reporting, and related functions previously associated with the
7 Keep Roswell Beautiful Community Board shall be handled by City staff as assigned by the City
8 Manager or designee.

9
10 **SECTION 15 Records and Minutes**

11 All official records, approved minutes, documents, recommendations, and materials of the Keep
12 Roswell Beautiful Community Board shall remain City records and shall be maintained in
13 accordance with applicable City recordkeeping requirements and state law.

14
15 **SECTION 16 No Effect on Volunteers or Community Partnerships.**

16 Nothing in this Resolution shall prevent the City from working with volunteers, community
17 organizations, schools, businesses, governmental entities, nonprofit organizations, or other
18 partners to support Keep Roswell Beautiful activities or related community improvement efforts.

19
20 **SECTION 17 No Effect on Existing Grants or Program Obligations.**

21 Nothing in this Resolution shall be interpreted to terminate or impair any existing grant, funding
22 agreement, program obligation, reporting requirement, or contractual obligation associated with
23 the Keep Roswell Beautiful program. Such obligations shall continue to be administered by the
24 City through the appropriate department or City staff.

25
26 **SECTION 18 Effective Date**

27 This Resolution shall become effective immediately upon passage, adoption, signature, and
28 approval.

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31 PASSED, ADOPTED, SIGNED, and APPROVED _____, _____.
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35 CITY SEAL

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37 _____
38 Timothy Z. Jennings, Mayor
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43 ATTEST

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45 _____
46 Amalia Martinez, City Clerk
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**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

19.

Meeting Date: 09/10/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Resolution 26-57: Adoption of Resolution 26-57: 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 bank 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. 26-57 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:

The Finance Committee recommended approval x-x at its meeting on September 3, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Resolution 26-XX

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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, 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.

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

Timothy Z. Jennings, Mayor

Amalia Martinez, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

20.

Meeting Date: 09/10/2026

COMMITTEE: N/A

CONTACT: James MacCornack

CHAIR: Mayor Pro Tem

ACTION REQUESTED:

Resolution 26-59: Adoption of Resolution 26-59: In support of applications to the New Mexico Department of Homeland Security and Emergency Management for possible Community Development Block Grant (CDBG) Disaster Recovery funding application. (Corn/Rogers)

BACKGROUND:

Initiated by: Mac Rogers

City of Roswell has begun the initial steps of an application to the New Mexico Department of Homeland Security and Emergency Management for possible Community Development Block Grant Disaster Recovery projects. There is no match requirement. The intent is to seek funding for the following projects:

1. FEMA Project 950946 River Bank Slopes - \$2.8 Million (City Share)
2. FEMA Project 951173 Walking Trail - \$500,000 (City Share)
3. Brasher Road Phase 1 - \$13 Million
4. Airport Perimeter Road - \$10 Million

FINANCIAL CONSIDERATION

This is for project application support. If awarded, a budget adjustment would be required. No local match is required.

LEGAL REVIEW:

Legally sufficient

BOARD AND COMMITTEE ACTION:

This is the first Council consideration of this Item

STAFF RECOMMENDATION:

Staff Recommends approval

Attachments

Resolution 26-59 CDBG-DR

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3 **RESOLUTION 26-59**

4 **A RESOLUTION OF THE CITY COUNCIL OF ROSWELL, NEW MEXICO,**
5 **AUTHORIZING THE SUBMISSION OF A NEW MEXICO COMMUNITY**
6 **DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY PROGRAM**
7 **APPLICATION TO THE DEPARTMENT OF HOMELAND SECURITY AND**
8 **EMERGENCY MANAGEMENT; AND AUTHORIZING THE MAYOR TO ACT AS**
9 **THE CITY OF ROSWELL'S CHIEF EXECUTIVE OFFICER AND AUTHORIZED**
10 **REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY OF**
11 **ROSWELL'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK**
12 **GRANT – DISASTER RECOVERY PROGRAM**

13 **WHEREAS**, the City of Roswell, in response to a major disaster declaration
14 (DR-4843), intends to undertake construction and improvement of Flood Damage Repairs
15 for the benefit of the Governmental unit and its citizens and make use of, to the fullest
16 extent possible, all potential funding sources, including Community Development Block
17 Grant - Disaster Recovery funds;

18
19 **WHEREAS**, the need exists within the City of Roswell for neighborhood
20 improvement projects in several low and moderate income neighborhoods, and the City of
21 Roswell desires to apply to the Housing and Urban Development's Community Development
22 Block Grant -Disaster Recovery Program to obtain funding for neighborhood improvement
23 projects; and

24
25 **WHEREAS**, the City of Roswell certifies its commitment to citizen participation by
26 preparing and adopting a Citizen Participation Plan that includes ways to encourage public
27 input using various methods to reach the public and assures that citizens are provided
28 reasonable notice and timely access to local meetings, per the Open Meetings Act (NMSA
29 1978, Chapter 10, Article 15)

30
31 **WHEREAS**, the City of Roswell certifies its compliance with the Uniform
32 Relocation Assistance and Real Property Acquisition Policies Act of 1970, whose purpose is
33 to provide uniform, fair, and equitable treatment for persons whose real property is acquired
34 or for persons displaced as a result of a CDBG-funded project or activity;

35
36 **WHEREAS**, the City Council finds that there is a significant need to undertake the
37 Flood Recovery Projects to provide adequate services to the community; and

38
39 **WHEREAS**, the City Council determines that these Projects meet the requirements
40 of the Community Development Block Grant-Disaster Recovery Program; and

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

- 46
47
48 1. The City of Roswell is hereby authorized to prepare and submit a Community
49 Development Block Grant application to the New Mexico Department of
50 Homeland Security and Emergency Management for flood recovery projects;
51
52 2. That the City Council directs and designates the Mayor as the City of Roswell's
53 Chief Executive Officer and Authorized Representative to act in all matters in
54 connection with this application and the City of Roswell's participation in the New
55 Mexico Community Development Block Grant-Disaster Recovery Program;
56
57 3. The City of Roswell officials and staff are directed to do any and all acts
58 necessary to carry out the intent of this Resolution; That the full application of the
59 grant funds awarded be used to carry out the disaster recovery projects;
60
61 4. That it further be stated that the City of Roswell is committing any necessary bond
62 funds through Ordinance 26-06 to complete Community Development Block
63 Grant- Disaster Recovery projects
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65
66 PASSED, ADOPTED, SIGNED, and APPROVED on this 10th day of September, 2026

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68 CITY SEAL

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71 _____
72 Timothy Z. Jennings, Mayor
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76 ATTEST

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80 Amalia Martinez, City Clerk

Regular City Council Meeting

21.

Meeting Date: 09/10/2026

COMMITTEE: N/A

CONTACT: Amalia Martinez

CHAIR: N/A

Summary:

Employee Out-of-State Travel (Informational Only)

Attachments

Out of State Travel - RPD



Roswell Police Department

CHIEF ALBERTO ALDANA



MEMORANDUM

To: City Council Members

From: Deputy Chief Michael Taylor

Date: August 24th, 2026

Subject: Notification of Out-of-State Training for Department Personnel

Dear Council Members,

The following personnel are scheduled for out-of-state training.

1. Trong Nguyen

- **Rank/Position:** Lieutenant
 - **Training Program:** IAPRO Conference
 - **Location:** Phoenix, AZ
 - **Dates:** Aug 31st, 2026 – Sept 2nd, 2026
 - **Purpose/Objective:** He is the administrator and handle most of the changes that are being made in IAPRO and Bluteams, and is still interested in learning the statistical portion of it and want to increase my knowledge in it as well as learn what else in new and coming to the software.
-

This memo is intended for informational purposes. Should you require any additional information, please do not hesitate to contact me.

Sincerely,

Deputy Chief Michael Taylor