FINANCE COMMITTEE AGENDA

Thursday, April 3, 2025 at 2:00 P.M.
City Hall - Large Conference Room
425 N. Richardson Ave.
Roswell, New Mexico 88201

Committee Chair: Robert Corn
Vice Chair: Will Cavin
Member: Edward Heldenbrand
Member: Darrell Johnson
Member: Juliana Halvorson
Staff Liaison: Elizabeth Nulf

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. APPROVAL OF MINUTES

1. Consider approval of the March 6, 2025, Regular Finance Committee Meeting Minutes. **(Nulf)**

E. BUDGET PLANNING

2. Payroll Summary. **(Nulf)**
3. Total Expenses. **(Corn/Gomez)**
4. Review Lodger's Tax Income and Expenses. **(Gomez)**
5. Future Budget Planning. **(Corn)**
6. Fleet Maintenance - Enterprise Fleet Maintenance Presentation **(Gomez)**
7. Air System Repair (Burress)

F. FLOOD DISASTER UPDATE

8. Flood Disaster Purchase Order List. **(Gomez)**
9. Building Infrastructure and Property - Flood Disaster Update **(Rogers)**
10. Road and Bridge Infrastructure - Flood Disaster Update. **(Najar/MacCornack)**
11. Debris Removal Update due to Flood Disaster. **(Chaparro)**
12. Review Water and Waste Water FY25 budget, future budget planning, and flood disaster update. **(Valadez)**

G. ACTION ITEMS

13. Consider recommending authorization for repair of Waste Water Treatment Plant MRAS Basin Pedestrian Bridge to Smith Co Construction for $66,146.05 which includes GRT. **(Najar/MacCornack)**

    - Funding Source - Project to be funded with Waste Water Treatment Plant Maintenance & Repair budget, budget adjustment will be required.

14. Consider recommending approval of a 5-year contract in the total amount of $496,350.00 with Paladin Drones. **(Lieutenant Fry)**
    The payments would be due in May of each year, beginning in May 2025 and this contract includes a 9% discount for annual recurring items and a $30,000 discount for second docking station for restriction of the current agreement. Annual pricing is as follows: Year 1: $123,270 (includes one-time purchase price of additional drones), Year 2: $93,270, Year 3: $93,270, Year 4: $93,270,Year 5: $93,270.

    - Funding Source - $496,350.00 from the GRT Tax Increase Ordinance 23-10
    - Financial Impact (Revenue & Expenses) Revenue - Cash-Public Safety Fund GL 5500 114100 $496,350.00 and Expense-Capital Outlay Vehicles GL 5500 4125817505 $496,350.00.

15. Resolution 25-XX:Disposal of Certain Surplus Personal Property - consider recommending adoption of Resolution 25-XX to dispose of certain surplus personal property listed on the attachment. **(Gomez)**

16. Consider recommending authorization for approval to issue a purchase order in the amount of $262,661.55 for the purchase of three SCBA compressors from Municipal Emergency Services. **(Chavez)**

    - Funding Source - Account 22654125-817505, the money allocated and already received from the State of New Mexico.

17. Consider recommending authorization for approval to issue a purchase order in the amount of $740,030.00 for the purchase of one Class-A HME pumper from Municipal Emergency Services. **(Chaves)**

    - Funding Source - $740,030.00 from insurance payment, fund- 11014121-817506 Capital vehicles- pending transfer of funds

18. Consider recommending approval to issue a purchase order in the amount of $357,340.88 to Howe Medical for the purchase of eight (8) New Lifepak 35 cardiac monitors.

    - Financial Impact: Revenue-Cash-Public Safety Fund GL 5500-114100 $357,340.88 and Expense-Capital Outlay Equipment GL 5500-4125-817505 $357,340.88.

19. Consider recommending authorization for ratification of change order in the amount of $1,578,283.30 to increase PO 22501369 for Museum disaster recovery remediation inclusive of building, contents and art and historical objects from current amount of $850,000 to a new amount of $2,428,283.30. **(Corn/Brooks)**

    - Funding Source - The City of Roswell received reimbursement in the amount of $556,063.22 through the fine art insurance. The remaining $1,872,220.10 was covered by building insurance proceeds and have been submitted to FEMA for reimbursement.

20. Consider recommending adoption of Resolution 25-XX approving budget adjustment for the fiscal year ending June 30, 2025.

21. Ordinance 25-XX: Consider recommendation to authorize to advertise for a public hearing to consider adopting proposed Ordinance 25-XX amending the Solid Waste Code. (Abraham Chaparro)

H. NON-ACTION ITEMS

22. Finance Department Reports

    - Gross Receipts Tax
    - Cannabis Excise Tax

23. Lodgers Tax and Convention Center Bed Fees

24. Roswell Public Library

25. Golf February Report

26. Museum Monthly Report

27. Public Affairs Department Report

28. Visitor Center Report

I. PUBLIC PARTICIPATION

J. ADJOURN

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 24-23.

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

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ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 1.
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider approval of the March 6, 2025, Regular Finance Committee Meeting Minutes. **(Nulf)**

BACKGROUND:
Initiated by: Elizabeth Nulf

Consider approval of the March 6, 2025, Regular Finance Committee Meeting Minutes.

LEGAL REVIEW:
The Finance Committee draft minutes are reviewed by the governing body in compliance with the Open Meetings Act.

BOARD AND COMMITTEE ACTION:
Consider approval of the March 6, 2025, Regular Finance Committee Meeting Minutes.

STAFF RECOMMENDATION:
Consider approval of the March 6, 2025, Regular Finance Committee Meeting Minutes.

Attachments

Regular Finance Committee Draft Meeting Minutes -03.06

Regular Meeting of the Finance Committee
City Hall – Large Conference Room
425 N. Richardson Ave.
Thursday, March 6, 2025, at 2:00 PM

Notice of this meeting was given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 24-23.

ROLL CALL

The meeting convened at 2:00 p.m. with Chairman Corn presiding. Councilor Halvorson, Councilor Heldenbrand, Councilor Johnson, and Councilor Cavin were present.

STAFF PRESENT

Chad Cole, Luis Najar, Mike Mathews, Lee Rogers, James MacCornack, Abraham Chaparro, Debbie Reyer, Andrew Valadez, Caroline Brooks, Jessica Parham, Elizabeth Prichard, Toni Gomez, Amalia Martinez, Melissa Garcia via GoToMeeting, Merissa Guilez via GoToMeeting, Enid Costley, Jim Burress, Bobbi Thompson via GoToMeeting, Derick Washichek, Steve Chavez, Naomi Steward, Ron Garcia, and Elizabeth Nulf.

GUESTS PRESENT

Rita Kane-Doerhoefer and Terry Harber

APPROVAL OF AGENDA

Councilor Cavin made a motion to amend the agenda to remove Item 17 and Item 18 due to a change in proposed cost total from a different vendor. Councilor Heldenbrand seconded the motion.

For The Record: Councilor Halvorson left the meeting at 2:16 pm.

The motion passed with a 4-0 voice vote with Councilor Halvorson being absent.

Councilor Cavin made a motion to approve amended agenda as presented. Councilor Johnson seconded the motion.

The motion passed with a 4-0 voice vote with Councilor Halvorson being absent

APPROVAL OF MINUTES

1. Consider approval of the February 6, 2025, Regular Finance Committee Meeting Minutes.

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Councilor Heldenbrand made a motion to approve the regular meeting minutes from February 6, 2025 meeting. Councilor Cavin seconded the motion.

The motion passed with a 4-0 voice vote with Councilor Halvorson being absent.

BUDGET PLANNING

For The Record: Councilor Halvorson joined the meeting at 2:33 pm.

2. Payroll Summary.

Report submitted by Elizabeth Nulf. Ms. Nulf gave an overview on the payroll totals including the detail of the actual payroll cost versus the budgeted totals for the 8 months ended February 28, 2025. The report reflected an overall favorable variance for the eight months ended February 28, 2025, and a favorable outcome for the year-to-date budget totals with 64% of the budget used and 36% of the budget remaining to be used. Councilor Heldenbrand made note to the Police Department reflecting as over budget at the 8-month period ended February 28, 2025, and expressed concern on the Police Department's ability to meet the total payroll cost at end of fiscal year. Mr. Cole, City Manager stated the Police Department would meet the total payroll cost for FY2025 and also noted the overtime incurred by the department was the driving factor for the increase in the Police Department's payroll total cost for the eight months.

3. Total Expenses.

Report submitted by Toni Gomez. Ms. Gomez gave an overview on the reports included in the agenda, stating the expenses were the total expenses paid for the month of February 2025. Ms. Gomez was open for questions. There were not any questions.

4. Review Lodger's Tax Income and Expenses.

Presented by Toni Gomez. Ms. Gomez presented on the report included in the agenda detailing a review of the Lodger's Tax revenue and expenses. Ms. Gomez gave an overview of the revenue and expenditures including payroll total of $139,740.31, operating expenses total of $314,925.63, and revenue total of $1,156,359.93. Ms. Gomez also noted the transfers discussed at the February 6, 2025, Finance Committee meeting were transferred to the Roswell Zoo and Convention Center. Councilor Heldenbrand verified the ending cash balance on the report for the Roswell Zoo and Convention center with Ms. Gomez as $1.4 million on February 27, 2025.

5. Future Budget Planning.

Presented by Toni Gomez. Mr. Cole, City Manager gave an overview of the status for budget process for FY2025, stating the first six-month financial reports

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were provided to the Finance Committee at meeting on February 6, 2025; and the next budget team meeting will be scheduled for April 2, 2025, with a plan to update the Finance Committee at meeting on April 3, 2025. Mr. Cole, City Manager noted the Finance Department is waiting on a few items to review such as insurance reimbursements for damages incurred from the flood disaster and information pertaining to any increases in insurance expense which will need to be reflected in the budget for FY2026. Chairman Corn had a question to Mr. Cole, City Manager in regard to meetings with the department directors concerning the FY26 budget; Mr. Cole, City Manager stated the discussions were limited at this time, but noted the new software Clear Gov will allow the department directors to submit a draft budget electronically to the budget committee for projection calculations. Ms. Gomez gave an overview on the report included in the agenda which included the budget for FY24-25, as well as including the budget adjustments for revenue and expenditures. Ms. Gomez also noted a new fund within the budget was created for Firefighter Recruitment. Councilor Heldenbrand gave an overview noting the expenditures have been recorded creating a bleak outlook in regards to the cash on hand but once reimbursements for the damages due to the flood disaster are received the City of Roswell will have operated within the budget for FY25, despite the flood disaster. Chairman Corn and Chad Cole, City Manager made note of the current proposals in the New Mexico Legislation to provide assistance for the damages incurred in the flood disaster, noting interest free loans. Councilor Cavin asked the status regarding the ARPA funds as the deadline to encumber was December 31, 2024 and Ms. Nulf stated all the ARPA funds have been encumbered meeting the deadline, Toni Gomez concurred, stating the total on the report will remain until end of FY25. Chairman Corn and Chad Cole, City Manager emphasized for the departments to take a conservative approach when preparing their budgets, prioritizing the projects.

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

Presented by Abraham Chapparo. Mr. Chapparo gave an overview on the report included in the agenda which included a budget analysis for Solid Waste and Landfill Department for Quarter 1, ended September 30, 2024 and Quarter 2, ended December 31, 2024. Mr. Chapparo stated each January, the Solid Waste Director reviews all of the costs to report proposed rate adjustments to ensure that each class of customer is carrying its share of costs, debt service, and reserves to the Finance Committee at their March or April meeting. Mr. Chapparo provided rate recommendations with noting the Solid Waste Department recommends a 3% increase to the Solid Waste Rates and explaining this would increase residential to $25.09; and, would increase commercial to $59.18 for 300 gallons and $104.65 for 3-yard metal. Mr. Chapparo gave an overview on the revenue and expenditures for the six-month period from July 1, 2024 to December 31, 2024. Mr. Chapparo stated the actual revenue for the six months ended December 31, 2024 is $4,799,126 and actual expenses for the six months

ended December 31, 2024 is $3,538.009. Councilor Heldenbrand gave an overview on the financial report included in the agenda, stating the Solid Waste and Landfill Department operated efficiently and would have reflected a favorable variance at the end of the six months ended December 31, 2024, but due to flood disaster the department incurred flood remediation costs in the amount of $738,401 in FY25. Councilor Heldenbrand stated Solid Waste and Landfill Department should be reimbursed about $680,000 for the flood disaster damage expenses, with this information the department's revenue will have exceeded the expenses so the department is doing a great job operating favorably within the FY25 budget. Chairman Corn, Councilor Heldenbrand, Councilor Cavin, Councilor Johnson and Councilor Johnson had discussions in reference to CPI and the Ordinance in line with the current CPI.

FLOOD DISASTER UPDATE

7. Flood Disaster Purchase Order List.

Presented by Toni Gomez. Ms. Gomez provided a report with a total of $7,788,199.07 for expenses, and purchase orders for required expenses due to flood disaster in October 2024. Ms. Gomez made note of the pending PO for the ladder truck, which is also listed as an action item on the March 6, 2025 agenda. Chairman Corn asked if these purchase order totals were included in the financial report through February 28,2025, provided earlier in the agenda, Ms. Gomez replied the purchase order total is included in the financial reports for the eight months, July 1, 2024 to February 31, 2025. Chairman Corn again requested an update on the FEMA reimbursement process. Chad Cole, City Manager stated the process is moving along well with the third-party consultants and Lee Rogers working diligently to meet all the FEMA process requirements for the reimbursement process. Councilor Johnson wanted to know if any of the purchase orders were modified in total from the initial creation date of the purchase order, Ms. Gomez stated the purchase orders for the Water and Wastewater were adjusted as a minimal amount was added when PO was created and at a later adjusted to reflect the actual invoice cost.

8. Building Infrastructure and Property – Flood Disaster Update.

Presented by Lee Rogers. Mr. Rogers gave an update making note FEMA granted an extension to April 10, 2025, to the City of Roswell to submit the damage inventory report. Mr. Rogers also stated, the City has completed a side inspection report with FEMA for Parks, and IT, which included the IT building on 4th Street. The side inspection report was 42 pages and was submitted to the FEMA back office for assessment of each line item and once this process is completed by FEMA, the focus will be on the permanent repairs process. Mr. Rogers noted final insurance proceeds from the City's flood insurance coverage have been received which total to 3.7 million; and, are reflected in the budget

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adjustment report provided earlier in the meeting by the Finance Department. Mr. Rogers stated the insurance proceeds will be used for future City projects, due to the guidelines for the FEMA reimbursement process. Mr. Rogers and DRS Consultants have implemented strategic methods to secure accuracy in the allocation and use of the insurance proceeds aligning with all the FEMA requirements for the reimbursement process. Councilor Halvorson asked if any additional damages have been added to the damage inventory report. Mr. Rogers replied all the departments are working together to assure an accurate and precise damage inventory report to FEMA.

9. Road and Bridge Infrastructure – Flood Disaster Update.

Presented by Luis Najar. Mr. Najar gave an update stating the guard rail was replaced at the bridge on 8th Street and debris removal at bridges is in process to completion. Mr. Najar also stated the micro surfacing for roads was near complete and once the weather especially the wind dies down the micro surfacing road work would resume to completion. Mr. Najar also noted he spoke with Abraham in regards to the debris removal at the Sanctuary Pedestrian Bridge. Mr. Najar stated in regards to current cash flow status, he noted the first request for disbursement from loan proceeds in the amount of $910,000, was submitted. Mr. Najar further stated Wastewater Department would soon receive the $910,000 in loan proceeds to resume with the City of Roswell sewer line repairs. Mr. Najar also noted once the City of Roswell received reimbursement from FEMA for the sewer line damages the loan would be paid in full, but any chance FEMA did not reimburse for the damages the loan would be forgiven. Mr. Najar also stated a disbursement request would be submitted for the remaining $1,040,000, once progress on the initial work advanced.

10. Debris Removal Update due to Flood Disaster.

Presented by Abraham Chaparro. Mr. Chaparro gave an update on the debris removal and discussed utilizing the secondary site at landfill. Mr. Chaparro also stated regular internal meetings with department heads and DRS consultants continue on a weekly basis. Mr. Chaparro stated all the departments continue to work together creating successful progress in the process. Chairman Corn did have a question about the rocks in the Spring River installed by the Prisoners of War having to be reclaimed, Mr. Cole, City Manager stated some of the rocks have to be preserved and discussed the area of the rocks that will be preserved. Mr. Chaparro also stated only the rocks installed by the Prisoners of War determined as historical would be collected, cleaned, and preserved in the Spring River POW Historic area. Councilor Heldenbrand had a question on the determination of ownership of the Spring River waterway and any determinations of payment for the rebuild. Councilor Cavin indicated concern in regards to who will predominately incur the cost of the Spring River waterway clean up and re-build.

11. Review Water and Waste Water FY25 budget, future budget planning, and flood disaster update.

Presented by Andrew Valadez. Mr. Valadez gave an update stating the Lea Street Bridge repairs will be complete next week. Mr. Valadez gave an overview on the progress for repairs involving 8th Street Bridge. Mr. Valadez stated he was available for anyone with questions. Not any questions presented at this time.

Action Items

12. Consider recommending adoption of Resolution 25-XX approving budget adjustments for the fiscal year ending June 30, 2025**.**

Presented by Toni Gomez. Ms. Gomez requested to consider recommending adoption of Resolution 25-XX approving budget adjustment in the amount of $3,439,990.47, for the fiscal year ending June 30, 2025.

Councilor Heldenbrand made a motion to consider recommending adoption of Resolution 25-XX approving budget adjustments in the amount of $3,439,990.47 for the fiscal year ending June 30, 2025 to the consent agenda. Councilor Halvorson seconded the motion.

The motion passed with a 5-0 voice vote.

13. RFP-25-006: Consider Recommending Approval of Scope of Work for RFP-25-006 Audit Services.

Presented by Toni Gomez. Ms. Gomez requested to consider recommending approval of Scope of Work for RFP-25-006 Audit Services. The City of Roswell, New Mexico is seeking proposals from independent Certified Public Accounting Firms (CPAs) approved by the New Mexico State Auditor to conduct the annual audit of the City's financial statements for the fiscal year July 1, 2024 through June 30, 2025.

Councilor Johnson made a motion to consider recommending approval of Scope of Work for RFP-25-006 Audit Services seeking proposals from independent Certified Public Accounting Firms (CPAs) approved by the New Mexico State Auditor to conduct the annual audit of the City's financial statements for the fiscal year July 1, 2024 through June 30, 2025 to the consent agenda. Councilor Cavin seconded the motion.

The motion passed with a 5-0 voice vote.

14. Consider recommending authorization for change order to PO 22501332 for the following emergency Water & Wastewater Repairs due to flood disaster: Hondo

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Draw Bypass (Hondo River Sewer Damage) in the amount of $462,259.59, 4th Street man-hole replacement in the amount of $65,323.31, Lea Street manhole replacement in the amount of $128,310.37, and Berrendo River Aerial sewer line repair in the amount of $6,967.69 totaling $662,861.05 to J & H Services, Inc. including GRT.

Presented by Naomi Steward. Ms. Steward requested to consider recommending authorization for change order to PO 22501332 for the following emergency Water & Wastewater Repairs due to flood disaster: Hondo Draw Bypass (Hondo River Sewer Damage) in the amount of $462,259.59, 4th Street man-hole replacement in the amount of $65,323.31, Lea Street manhole replacement in the amount of $128,310.37, and Berrendo River Aerial sewer line repair in the amount of $6,967.69 totaling $662,861.05 to J & H Services, Inc. including GRT.

Councilor Johnson made a motion to consider recommending authorization for change order to PO 22501332 for the following emergency Water & Wastewater Repairs due to flood disaster: Hondo Draw Bypass (Hondo River Sewer Damage) in the amount of $462,259.59, 4th Street man-hole replacement in the amount of $65,323.31, Lea Street manhole replacement in the amount of $128,310.37, and Berrendo River Aerial sewer line repair in the amount of $6,967.69 totaling $662,861.05 to J & H Services, Inc. including GRT to the consent agenda. Councilor Halvorson seconded the motion.

The motion passed with a 5-0 voice vote.

15. Consider Recommendation of Resolution 25-XX for support of projects in response to the NMDOT's January 2025 TPF Funding Call For Projects.

Presented by James MacCornack. Mr. MacCornack requested to Consider Recommendation of Resolution 25-XX for support of projects in response to the NMDOT's January 2025 TPF Funding Call For Projects.

This is for project application support. Any awarded projects would have to be budget adjusted one formal award is received.

1. 2nd St. (US 380) Pavement Maint. - $1,520,000 (State $1,444,000, City Match $76,000)
2. S. Atkinson Mill & Fill Capital- $2,660,000 (State $2,527,000, City Match $133,000)

Councilor Halvorson made a motion to consider recommendation of Resolution 25-XX for support of projects in response to the NMDOT's January 2025 TPF Funding Call For Projects to the consent agenda. Councilor Heldenbrand seconded the motion.

The motion passed with a 5-0 voice vote.

16. Consider recommending authorization for the approval of issuing a purchase order to Siddons Martin Emergency Group in the amount of $215,000.00 for a 2003 Ferrara 100' Ladder truck.

Presented by Steve Chavez. Mr. Chavez requested to consider recommending authorization for the approval of issuing a purchase order to Siddons Martin Emergency Group in the amount of $215,000.00 for a 2003 Ferrara 100' Ladder truck.

After the floods totaled our aerial platform, we were able to secure a used aerial ladder for rent. The initial payments were being made by NMSIF and as the payouts have come, it is now the responsibility of the City to take over rental payments.
The charge is $395.00/ day. The new ladder truck is expected in 12-18 months.
12 - months rent= $144,175.00
18 - months rent = $216.262.50
We would like to purchase the truck and own it. This will allow us to keep it in our fleet as a reserve for years to come for the same price as paying the rent.

Councilor Halvorson made a motion to consider recommending authorization for the approval of issuing a purchase order to Siddons Martin Emergency Group in the amount of $215,000.00 for a 2003 Ferrara 100' Ladder truck. Councilor Heldenbrand seconded the motion.

The motion passed with a 5-0 voice vote.

19. Consider recommending authorization to approve waiving the replacement fees, valued at $1,440.92, for items borrowed and damaged or lost in the flood of October 19, 2024.

Presented by Enid Costley. Ms. Costley requested to consider recommending authorization to approve waiving the replacement fees, valued at $1,440.92, for items borrowed and damaged or lost in the flood of October 19, 2024. Ms. Costley stated
On October 19, 2024, the City of Roswell and Chaves County experienced a devastating flood that caused damage to many homes and property. Included in the damaged items were materials borrowed from the Roswell Public Library. Residents returned damaged materials or reported damaged materials between October 21, 2024 and January 31, 2025.

Councilor Heldenbrand made a motion to consider recommending approval to approve waiving the replacement fees, valued at $1,440.92, for items borrowed and damaged or lost in the flood of October 19, 2024, to the consent agenda. Councilor Cavin seconded the motion.

The motion passed with a 5-0 voice vote.

20. Consider recommending approval of Award of Professional Services for the Roswell Public Library Outdoor Play and Learn Area to Studio 27 in the amount of $38,843.93 which included GRT.

Presented by Enid Costley. Ms. Costley requested to consider recommending approval of Award of Professional Services for the Roswell Public Library Outdoor Play and Learn Area to Studio 27 in the amount of $38,843.93 which included GRT.

Funding Source - Miscellaneous expense: Donation library funding available $63,583.25. The City of Roswell issued a RFQ on January 30, 2025, from the on-call vendors for design services. The award of professional services for a complete set of engineer-designed plans for developing and constructing an outdoor early childhood play and learning area (3,182 square feet). The outdoor early childhood play area and learning area will be located in the northeast area of the library with an entrance through the children's area. The area will be fenced in and include an area for outdoor play and a gardening area. An outdoor program area would be ideal. The outdoor early childhood play area and learn area will include an integrated mixture of elements with a defining signature theme that identifies the facility as unique and one-of-a-kind. The city desires the outdoor early childhood play and learn area to be music-themed, consisting of singing, talking, reading, writing, and playing features. We would like this project completed by December 31, 2025.

Councilor Heldenbrand made a motion to consider recommending approval of Award of Professional Services for the Roswell Public Library Outdoor Play and Learn Area to Studio 27 in the amount of $38,843.93 which included GRT to the consent agenda. Councilor Cavin seconded the motion.

The motion passed 5-0 voice vote.

NON-ACTION ITEMS

28. Finance Departmental Reports.

- Gross Receipts Tax
- Cannabis Excise Tax

29. Lodger's Tax Report

- Convention Center Bed Fee

Report submitted as stands, no questions.

30. Roswell Public Library

Report submitted as stands, no questions.

31. Golf - Department Report.

Report submitted, no questions

32. Museum Monthly Report

Report submitted as stands, no questions.

33. Public Affairs Report.

Reports submitted as stands, no questions.

34. Visitor Center Report.

Report submitted as stands, no questions.

PUBLIC PARTICIPATION

ADJOURN

The meeting adjourned at 5:13 p.m.

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ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 2.
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Payroll Summary. **(Nulf)**

BACKGROUND:
Initiated by: Councilor Robert Corn

Review Payroll actual versus budget for July24 to March 25

Attachments

Payroll_Detail_History_July24 to Mar25

CITY OF ROSWELL - PAYROLL JULY24 TO MAR25 CASH BASIS

Fund #	Location #	Department	Payroll Expense	Employer Benefit and Tax Cost	Actual - Total Cost	Budget - 9 months	Budget - 12 months	9 mo Variance	12 mo Variance	% of Total Budget	
1101	4013	ADMINISTRATION	325,556.98	93,581.33	419,138.31	411,363.81	548,485.08	(7,774.50)	129,346.77	0.010	
2615	4243	ADULT CENTER	33,489.25	7,787.18	41,276.43	96,426.49	128,568.65	55,150.06	87,292.22	0.002	
5100	4331	AIRPORT - ADMINISTRATION	334,816.58	100,328.40	435,144.98	622,309.13	829,745.51	187,164.15	394,600.53	0.015	
5100	4332	AIRPORT - OPERATIONS	212,347.77	82,715.63	295,063.40	376,880.53	502,507.37	81,817.13	207,443.97	0.009	
1101	4161	ANIMAL CONTROL	397,678.30	102,430.84	500,109.14	557,653.94	743,538.58	57,544.80	243,429.44	0.014	
1101	4181	C.E.P.	64,147.12	18,439.31	82,586.43	101,996.60	135,995.47	19,410.17	53,409.04	0.002	
2602	4411	CEMETERY	334,521.93	125,312.72	459,834.65	514,918.26	686,557.68	55,083.61	226,723.03	0.013	
5300	4553	CENTRAL CONTROL	265,729.22	128,222.86	393,952.08	516,799.86	689,066.48	122,847.78	295,114.40	0.013	
1101	4015	CITY CLERK	166,855.33	56,612.14	223,467.47	220,017.10	293,356.13	(3,450.37)	69,888.66	0.005	
1101	4151	CODE ENFORCEMENT	505,723.71	246,139.81	751,863.52	734,782.58	979,710.10	(17,080.95)	227,846.58	0.018	
5201	4192	COMMUNITY ENHANCEMENT	32,304.75	18,141.15	50,445.90	49,788.41	66,384.54	(657.49)	15,938.64	0.001	
1101	4656	CONSOLIDATED DISPATCH	730,363.82	226,088.14	956,451.96	1,249,892.34	1,666,523.12	293,440.38	710,071.16	0.030	
2621	4252	CONVENTION CENTER	142,745.92	37,587.15	180,333.07	168,341.97	224,455.96	(11,991.10)	44,122.89	0.004	
1101	4011	ELECTED OFFICIALS	89,078.56	11,435.36	100,513.92	99,854.73	133,139.64	(659.19)	32,625.72	0.002	
1101	4135	ENGINEERING	634,084.80	199,493.89	833,578.69	894,775.02	1,193,033.36	61,196.33	359,454.67	0.022	
1101	4071	FACILITIES MAINTENANCE	401,210.78	176,111.30	577,322.08	610,479.80	813,973.06	33,157.72	236,650.98	0.015	
1101	4041	FINANCIAL ADMINISTRATION	659,646.81	227,507.99	887,154.80	1,052,958.77	1,403,945.03	165,803.97	516,790.23	0.026	
1101	4121	FIRE DEPARTMENT	5,626,831.36	2,601,589.58	8,228,420.94	8,459,263.91	11,279,018.55	230,842.97	3,050,597.61	0.206	
1101	4074	FLEET MAINTENANCE	47,590.51	21,336.04	68,926.55	67,721.99	90,295.99	(1,204.56)	21,369.44	0.002	
2613	4233	GOLF	518,258.40	155,248.66	673,507.06	676,905.72	902,540.96	3,398.66	229,033.90	0.016	
1101	4061	HUMAN RESOURCES	381,152.34	122,903.25	504,055.59	499,224.06	665,632.08	(4,831.53)	161,576.49	0.012	
1101	4631	INFORMATION TECHNOLOGY	381,215.16	139,095.93	520,311.09	533,021.69	710,695.59	12,710.60	190,384.50	0.013	
5201	4342	LANDFILL	395,518.06	119,719.82	515,237.88	556,555.19	742,073.58	41,317.30	226,835.70	0.014	
1101	4051	LEGAL	248,989.57	87,857.68	336,847.25	329,334.27	439,112.36	(7,512.98)	102,265.11	0.008	
1101	4211	LIBRARY	473,326.01	135,405.12	608,731.13	719,911.52	959,882.02	111,180.38	351,150.89	0.018	
1101	4021	MUNICIPAL COURT	313,862.24	108,834.52	422,696.76	478,102.49	637,469.98	55,405.73	214,773.22	0.012	
2611	4221	MUSEUM	460,338.92	182,567.36	642,906.28	729,341.17	972,454.89	86,434.89	329,548.61	0.018	
1101	4231	PARKS	1,030,285.83	355,546.28	1,385,832.11	1,436,423.59	1,915,231.45	50,591.48	529,399.34	0.035	
2610	4511	PECOS TRAILS TRANSIT	749,757.82	267,305.17	1,017,062.99	1,168,520.29	1,558,027.05	151,457.30	540,964.06	0.028	
1101	4131	PLANNING & ZONING	240,432.27	101,337.84	341,770.11	363,891.95	485,189.26	22,121.83	143,419.15	0.009	
1101	4111	POLICE DEPARTMENT	6,244,899.46	2,598,790.57	8,843,690.03	8,871,791.88	11,829,055.84	28,101.85	2,985,365.81	0.216	
1101	4261	PUBLIC RELATIONS*	259,658.96	108,089.25	367,748.21	393,312.39	524,416.52	25,564.18	156,668.31	0.010	*See footnote below to left
5300	4354	PUBLIC WORKS	1,322,210.27	432,268.18	1,754,478.45	1,625,575.97	2,167,434.63	(128,902.48)	412,956.18	0.040	
2615	4241	RECREATION	372,136.68	111,731.43	483,868.11	353,692.00	471,589.33	(130,176.11)	(12,278.78)	0.009	***
2615	4242	RECREATION AQUATIC POOL	156,036.89	22,022.88	178,059.77	498,918.35	665,224.46	320,858.58	487,164.69	0.012	
5200	4341	SANITATION	1,153,619.01	427,618.99	1,581,238.00	1,646,194.19	2,194,925.58	64,956.18	613,687.58	0.040	
2623	4325	SPECIAL ELECTRONICS	109,840.62	34,023.37	143,863.99	145,225.68	193,634.24	1,361.69	49,770.25	0.004	
2623	4323	STREETS	825,831.19	362,485.55	1,188,316.74	1,218,207.56	1,624,276.75	29,890.82	435,960.01	0.030	
5300	4352	WATER - CUSTOMER SERVICE	302,586.25	102,729.73	405,315.98	530,493.47	707,324.62	125,177.49	302,008.64	0.013	
5301	4355	WWTP	519,943.49	197,601.59	717,545.08	695,248.23	926,997.64	(22,296.85)	209,452.56	0.017	
5301	4358	WWTP - CITY LAB	97,319.17	38,690.28	136,009.45	137,109.11	182,812.14	1,099.65	46,802.69	0.003	
5301	4356	WWTP - SEWER MAINTENANCE	219,570.80	94,434.45	314,005.25	318,294.27	424,392.36	4,289.02	110,387.11	0.008	
2612	4232	ZOO	211,909.02	78,328.22	290,237.24	368,239.80	490,986.40	78,002.56	200,749.16	0.009	
		Grand Total	**27,993,421.93**	**10,865,496.94**	**38,858,918.87**	**41,099,760.02**	**54,799,680.03**	**2,240,841.15**	**15,940,761.16**	**1.000**	
								favorable			**See footnote below to left

***Includes Lodger's Tax - Visitor's Center Budget and Payroll Expense**
208,955.60

71% 2025 Budget Used @ 03.28.25
29% 2025 Budget Remaining @03.28.25

****Favorable status overall for City of Roswell with 12 Departments overbudget @ 9 months.**
*****Department (Recreation) exceeded budget @9 months.**

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 3.
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Total Expenses. **(Corn/Gomez)**

BACKGROUND:
Initiated by: Councilor Robert Corn

Total Expenses

FINANCIAL CONSIDERATION:
Review total expenses.

LEGAL REVIEW:
No Legal Review Required at this time.

BOARD AND COMMITTEE ACTION:
Finance Committee will be the first to hear this item.

STAFF RECOMMENDATION:
Review of total expenses.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 4.
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Review Lodger's Tax Income and Expenses. **(Gomez)**

BACKGROUND:
Initiated by: Councilor Robert Corn

Review Lodger's Tax Income and Expenses for 1st quarter and future expenses.

FINANCIAL CONSIDERATION:
Recommendations for Lodger's Tax Income and Expenses from October 2024 to June 2025.

LEGAL REVIEW:
No legal review is required at this time.

BOARD AND COMMITTEE ACTION:
Recommendations for Lodger's Tax Income and Expenses for October 2024 to June 2025.

STAFF RECOMMENDATION:
Consider recommendations for Lodger's Tax Income and expenses for October 2024 to June 2025.

Attachments

Lodgers Tax

CITY OF ROSWELL
LODGER'S TAX
AS OF 3/28/25

ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
2622	414100	LodgTax 5%	-1,371,602.51	0.00	-1,371,602.51	-1,109,728.96	0.00	-261,873.55	80.9%
2622	414105	LodgTax>31	-37,498.61	0.00	-37,498.61	-51,897.05	0.00	14,398.44	138.4%
2622	414110	LodgTaxPen	-1,725.80	0.00	-1,725.80	-28,894.21	0.00	27,168.41	1674.3%
2622	443200	NM-NM Tour	0.00	0.00	0.00	-10,873.80	0.00	10,873.80	0.0%
2622	456010	Svc-CCRntl	-5,176.67	0.00	-5,176.67	-990.44	0.00	-4,186.23	19.1%
2622	456020	Svc-CCSvc	-6,857.29	0.00	-6,857.29	-3,100.28	0.00	-3,757.01	45.2%
2622	456050	Svc-CC AV	-11,184.24	0.00	-11,184.24	0.00	0.00	-11,184.24	0.0%
2622	456075	Svc-CCRent	-110,658.55	0.00	-110,658.55	9,855.00	0.00	-120,513.55	-8.9%
2622	456080	Svc-CCFood	-7,958.09	0.00	-7,958.09	0.00	0.00	-7,958.09	0.0%
2622	456085	Svc-CCBev	-35,966.11	0.00	-35,966.11	-1,401.31	0.00	-34,564.80	3.9%
2622	472905	Misc-Spnsr	-2,425.23	0.00	-2,425.23	0.00	0.00	-2,425.23	0.0%
2622	483200	IntInc-Inv	-56,699.04	0.00	-56,699.04	-38,925.88	0.00	-17,773.16	68.7%
2622	489100	Misc Rev	0.00	0.00	0.00	-10,519.75	0.00	10,519.75	0.0%
2622	489120	Misc-Rev	0.00	0.00	0.00	-692.35	0.00	692.35	0.0%
2622	922612	TsfToZoo	1,016,332.00	0.00	1,016,332.00	508,166.00	0.00	508,166.00	50.0%
2622	922621	TsfToConCt	447,120.00	0.00	447,120.00	223,560.00	0.00	223,560.00	50.0%
		Revenue Total	**-184,300.14**	**0.00**	**-184,300.14**	**-515,443.03**	**0.00**	**331,142.89**	**279.7%**
26224081	654802	Cnt-Audit	15,292.25	0.00	15,292.25	0.00	10,583.97	4,708.28	69.2%
26224081	672801	PbRel-Educ	36,128.43	0.00	36,128.43	17,151.28	9,682.19	9,294.96	74.3%
26224081	672805	PbRel-Adv	365,365.11	0.00	365,365.11	124,049.59	234,903.41	6,412.11	98.2%
26224081	672828	PbRel-SpEv	74,170.97	530,500.00	604,670.97	155,938.47	0.00	448,732.50	25.8%
26224081	712102	G&A-CCFee	34,677.15	0.00	34,677.15	47,323.62	0.00	-12,646.47	136.5%
		Lodger's Tax Expense	**525,633.91**	**530,500.00**	**1,056,133.91**	**344,462.96**	**255,169.57**	**456,501.38**	**56.8%**
26224251	654801	Cnt-ProSvc	0.00	0.00	0.00	-24,657.48	24,657.48	0.00	0.00
		Lodger's Tax Convention Center	**0.00**	**0.00**	**0.00**	**-24,657.48**	**24,657.48**	**0.00**	**0.00**
26224253	511110	FT Salary	129,083.28	0.00	129,083.28	99,090.26	0.00	29,993.02	76.8%
26224253	511120	PT Salary	15,818.40	0.00	15,818.40	10,117.50	0.00	5,700.90	64.0%
26224253	521210	FT OT	1,702.66	0.00	1,702.66	1,231.93	0.00	470.73	72.4%
26224253	551510	FICA Tax	9,089.47	0.00	9,089.47	6,514.71	0.00	2,574.76	71.7%
26224253	551520	MEDC Tax	2,125.76	0.00	2,125.76	1,523.63	0.00	602.13	71.7%

26224253	561530	PERA	14,586.41	0.00	14,586.41	11,149.34	0.00	3,437.07	76.4%
26224253	561535	NMRHCA	2,581.67	0.00	2,581.67	1,981.72	0.00	599.95	76.8%
26224253	571536	Adm Fee	54.00	0.00	54.00	44.82	0.00	9.18	83.0%
26224253	571540	Grp Ins	33,877.15	0.00	33,877.15	23,753.16	0.00	10,123.99	70.1%
26224253	571550	W/C CmpFee	36.80	0.00	36.80	36.80	0.00	0.00	100.0%
26224253	585901	EE Train	900.00	-700.00	200.00	41.70	0.00	158.30	20.9%
26224253	585902	EE Travel	10,000.00	6,000.00	16,000.00	8,531.96	0.00	7,468.04	53.3%
26224253	586101	Gen Unifrm	2,000.00	0.00	2,000.00	1,365.76	0.00	634.24	68.3%
26224253	614002	M&R-Bldg	40,000.00	-6,000.00	34,000.00	4,201.63	14,051.38	15,746.99	53.7%
26224253	642901	NC-Comptr	2,200.00	0.00	2,200.00	0.00	0.00	2,200.00	0.0%
26224253	642902	NC-Tools	500.00	-500.00	0.00	0.00	0.00	0.00	0.0%
26224253	642903	NC-F&F	2,900.00	0.00	2,900.00	0.00	0.00	2,900.00	0.0%
26224253	652409	Cnt-JanSvc	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00	0.0%
26224253	652423	Cnt-PstCnt	600.00	0.00	600.00	194.22	0.00	405.78	32.4%
26224253	655001	Cnt-RntLse	2,500.00	-1,200.00	1,300.00	169.95	0.00	1,130.05	13.1%
26224253	655003	Cnt-EqpRnt	0.00	200.00	200.00	33.00	0.00	167.00	16.5%
26224253	672801	PbRel-Educ	37,000.00	0.00	37,000.00	15,251.06	0.00	21,748.94	41.2%
26224253	674700	PbRel-Prnt	15,500.00	0.00	15,500.00	713.06	7,400.00	7,386.94	52.3%
26224253	712102	G&A-CCFee	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00	0.0%
26224253	712701	G&A-Dues	150.00	700.00	850.00	800.60	0.00	49.40	94.2%
26224253	712702	G&A-Subs	1,000.00	1,000.00	2,000.00	963.80	74.00	962.20	51.9%
26224253	723200	Sup-Fluids	0.00	500.00	500.00	0.00	0.00	500.00	0.0%
26224253	724600	Sup-Postge	10,000.00	0.00	10,000.00	7,962.79	0.00	2,037.21	79.6%
26224253	725601	Sup-Genrl	900.00	0.00	900.00	21.48	0.00	878.52	2.4%
26224253	725602	Sup-Office	1,350.00	0.00	1,350.00	594.52	0.00	755.48	44.0%
26224253	725608	Sup-Janit	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00	0.0%
		Lodger's Tax Visitor Center Expense	**342,955.60**	**0.00**	**342,955.60**	**196,289.40**	**21,525.38**	**125,140.82**	**63.5%**
		Fund 2622 Surplus (Deficit):	**684,289.37**	**530,500.00**	**1,214,789.37**	**651.85**	**301,352.43**	**912,785.09**	**24.9%**

	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
Beginning Cash	$ 1,512,522.00	$ -	$ 1,512,522.00	$ -	$ -	$ -	
Revenue	$ (1,647,752.14)	$ -	$ (1,647,752.14)	$ (1,247,169.03)	$ -	$ (400,583.11)	75.7%
Transfers (Zoo & Convention Center)	$ 1,463,452.00	$ -	$ 1,463,452.00	$ 731,726.00	$ -	$ 731,726.00	50.0%
Payroll	$ 208,955.60	$ -	$ 208,955.60	$ 155,443.87	$ -	$ 53,511.73	74.4%
Operating Expense	$ 659,633.91	$ 530,500.00	$ 1,190,133.91	$ 360,651.01	$ 301,352.43	$ 528,130.47	55.6%
Ending Cash	**$ 828,232.63**	**$ (530,500.00)**	**$ 297,732.63**	**$ (651.85)**	**$ (301,352.43)**	**$ (912,785.09)**	**-101.4%**

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 5.
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Future Budget Planning. **(Corn)**

BACKGROUND:
Initiated by: Councilor Robert Corn

Future Budget Planning.

FINANCIAL CONSIDERATION:
Recommendations for future Budget Planning.

LEGAL REVIEW:
No Legal Review Required at this time.

BOARD AND COMMITTEE ACTION:
Recommendations for future Budget Planning.

STAFF RECOMMENDATION:
Recommendations for future Budget Planning.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 6.

Finance Committee
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Fleet Maintenance - Enterprise Fleet Maintenance Presentation **(Gomez)**

Attachments

Enterprise Fleet Management 6 year

CITY OF ROSWELL
FLEET MAINTENANCE
ENTERPRISE FLEET MANAGEMENT PROPOSAL
(ASSUMING NO INFLATION)
(ASSUMES 326 VEHICLES)

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
QUANTITY BY YEAR	105	105	105	-	-	105
CAPITAL LEASE	1,090,275	2,180,551	3,270,826	3,270,826	3,270,826	3,270,826
EQUITY OF 105 DISPOSED UNITS	758,495	758,495	758,495	-	-	4,449,459
ONE TIME AFTERMARKET DOWN PMT	200,000	200,000	200,000	-	-	200,000
NET CASH REQUIREMENT FOR VEHICLE REPLACEMENTS	531,781	1,622,056	2,712,331	3,270,826	3,270,826	(978,633)
ANNUAL FULL MAINTENANCE ON QUALIFIED UNITS	65,169	71,376	71,376	71,376	71,376	71,376
MAINTENANCE MANAGEMENT ON OTHER VEHICLES	14,472	14,472	14,472	14,472	14,472	14,472
ANNUAL ANCILLARY BUDGET FROM EFM	79,641	85,848	85,848	85,848	85,848	85,848
TOTAL ACTIVE UNITS APPROX. 700						
TOTAL UNITS EVENTUALLY MANAGED BY EFM = 326 (315)						
POLICE AND FIRE UNITS APPROX. (154 + 58) = 212						
OTHER UNITS AND FLEET EQUIPMENT = 374						
ANNUAL FY2025 BUDGET AS OF 3/13/2025	2,180,887	2,180,887	2,180,887	2,180,887	2,180,887	2,180,887
MAINTENANCE PER UNIT (BUDGET/ACTIVE UNITS)	3,116	3,116	3,116	3,116	3,116	3,116
CITY PORTION OF ANNUAL MAINTENANCE COSTS						
UNITS (INCLUDES FIRE, POLICE AND EQUIP OVER 26,000LBS)	615	586	586	586	586	586
COST	1,916,065	1,825,714	1,825,714	1,825,714	1,825,714	1,825,714
TOTAL ANNUAL COST OF FLEET MAINTENANCE & CAPITAL	2,527,487	3,533,618	4,623,893	5,182,388	5,182,388	932,929

WILL BE ABLE TO REDUCE FLEETIO LEVEL OF SERVICE TO ONLY THE 374 OTHER UNITS.
CURRENTLY $50K AT 800 UNITS (CHANGES BY 100 UNIT INCREMENTS)

COULD LEVEL IT OUT TO ABOUT 63 UNITS PER YEAR TO GET RID OF THE DRASTIC HIGHS AND LOWS.

QUANTITY BY YEAR	63	63	63	63	63	63
CAPITAL LEASE	654,165	1,308,330	1,962,495	2,616,660	3,270,825	3,270,825
EQUITY OF 63 DISPOSED UNITS	455,097	455,097	455,097	455,097	455,097	2,669,675
ONE TIME AFTERMARKET DOWN PMT	200,000	200,000	200,000	200,000	200,000	200,000
NET CASH REQUIREMENT FOR VEHICLE REPLACEMENTS	399,068	1,053,233	1,707,398	2,361,563	3,015,728	801,150
ANNUAL FULL MAINTENANCE ON QUALIFIED UNITS	65,169	71,376	71,376	71,376	71,376	71,376
MAINTENANCE MANAGEMENT ON OTHER VEHICLES	14,472	14,472	14,472	14,472	14,472	14,472
ANNUAL ANCILLARY BUDGET FROM EFM	79,641	85,848	85,848	85,848	85,848	85,848
TOTAL ACTIVE UNITS APPROX. 700						
TOTAL UNITS EVENTUALLY MANAGED BY EFM = 326 (315)						
POLICE AND FIRE UNITS APPROX. (154 + 58) = 212						
OTHER UNITS AND FLEET EQUIPMENT = 374						
ANNUAL FY2025 BUDGET AS OF 3/13/2025	2,180,887	2,180,887	2,180,887	2,180,887	2,180,887	2,180,887
MAINTENANCE PER UNIT (BUDGET/ACTIVE UNITS)	3,116	3,116	3,116	3,116	3,116	3,116
CITY PORTION OF ANNUAL MAINTENANCE COSTS						
UNITS (INCLUDES FIRE, POLICE AND EQUIP OVER 26,000LBS)	615	586	586	586	586	586
COST	1,916,065	1,825,714	1,825,714	1,825,714	1,825,714	1,825,714
TOTAL ANNUAL COST OF FLEET MAINTENANCE & CAPITAL	2,394,774	2,964,795	3,618,960	4,273,125	4,927,290	2,712,712

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 7.

Finance Committee
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Air System Repair (Burress)

Attachments

Generator - Air System

I would like to inform the council that I will be utilizing funds from the generator installation project (2615) to address necessary repairs to the air systems on the aquatic side. It is an urgent situation where the environmental systems need repaired at this time. The initial balance allocated for the generator installation at the aquatic center was $331,127.80. We have now taken possession of both the generator and the switch, leaving a remaining balance of $154,001.74.

The new installation quote for the generator is $180,440.00, which results in a shortfall of $26,438.26. Additionally, following continued inspections of the air handling equipment on the aquatic side, it has been determined that one half of the environmental equipment requires replacement at an estimated cost of $59,313.20. These repairs will be funded from the remaining balance of $154,001.74.

For the 2026 budget, we will be requesting an additional $85,751.46 to complete the generator installation. This will ensure that the aquatic and recreation center is brought up to standard.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 8.
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Flood Disaster Purchase Order List. **(Gomez)**

BACKGROUND:
Initiated by: Chairman Corn

Flood Disaster Update on all purchase orders for the City.

FINANCIAL CONSIDERATION:
N/A

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 9.
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Building Infrastructure and Property - Flood Disaster Update **(Rogers)**

BACKGROUND:
Initiated by: Chairman Corn

Building Infrastructure and Property - Flood Disaster Update

FINANCIAL CONSIDERATION:
N/A

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee **10.**
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Road and Bridge Infrastructure - Flood Disaster Update. **(Najar/MacCornack)**

BACKGROUND:
Initiated by: Chairman Corn

Road and Bridge Infrastructure Update related to flood disaster.

FINANCIAL CONSIDERATION:
N/A

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee **11.**
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Debris Removal Update due to Flood Disaster. **(Chaparro)**

BACKGROUND:
Initiated by: Chairman Corn

Flood Disaster debris removal update status.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 12.
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Review Water and Waste Water FY25 budget, future budget planning, and flood disaster update. **(Valadez)**

BACKGROUND:
Initiated by: Andrew Valadez

Review Water and Waste Water FY25 budget and future budget planning.

FINANCIAL CONSIDERATION:
Recommendations on Water and Waste Water FY25 budget and future budget.

LEGAL REVIEW:
No legal review is required at this time.

BOARD AND COMMITTEE ACTION:
Recommendations on Water and Waste Water FY25 budget and future budget.

STAFF RECOMMENDATION:
Consider recommendations on Water and Waste Water for FY25.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 13.
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:

Consider recommending authorization for repair of Waste Water Treatment Plant MRAS Basin Pedestrian Bridge to Smith Co Construction for $66,146.05 which includes GRT.
(Najar/MacCornack)

- Funding Source - Project to be funded with Waste Water Treatment Plant Maintenance & Repair budget, budget adjustment will be required.

BACKGROUND:

Initiated by: James MacCornack

The City of Roswell is seeking services for the repair of the walkway bridge that crosses the MRAS Basin at the Waste Water Treatment Plant. Quotes solicited utilizing RFP 25-001 Utility On-Call Utility Repair Services. Only one vendor responded with a quote to the RFQ:

1. Smithco Construction	$ 66,146.05 with GRT
2. AUI	Notification of no quote received
3. J&H Services	No quote received

Please see attached recommendation of award letter to Purchasing.

FINANCIAL CONSIDERATION:

Project to be funded with Waste Water Treatment Plant Maintenance & Repair budget, budget adjustment will be required.

LEGAL REVIEW:

No legal review required at this time.

BOARD AND COMMITTEE ACTION:

Infrastructure Committee on 3/17/2025 voted (4-0) to recommend award of repair of Waste Water Treatment Plant MRAS Basin Pedestrian Bridge to Smithco Construction for $66,146.05 which includes GRT to April 2025 Finance Committee with a recommendation to place on City Council consent agenda.

STAFF RECOMMENDATION:

Consider recommending authorization for repair of Waste Water Treatment Plant MRAS Basin Pedestrian Bridge to Smith Co Construction for $66,146.05 which includes GRT.
(Najar/MacCornack)

- Funding Source - Project to be funded with Waste Water Treatment Plant Maintenance & Repair budget, budget adjustment will be required.

Attachments

ATT 1 - Recommendation of award
ATT 2 - Smithco Quote

ROSWELL
Engineering

To: Arely Peek
Purchasing Agent

March 13, 2025

Re: Recommendation of Award
Repair of Waste Water Plant MRAS Basin Bridge
RFP-25-001 – On Call Utility Repair Services

The City of Roswell is seeking repair services for the MRAS basin walkway bridge at the Waste Water Treatment Plant. Per RFP-25-001 quotes were requested to perform repair services from vendors qualified per RFP-25-001. Quotes shown include GRT.

1. AUI	Notification of No Quote Received
2. Smithco Construction	$66,146.05 including GRT
3. J&H Services	No Quote Received

Upon review of submitted quote details I hereby recommend this work go to Smithco Construction in the amount of $66,146.05 which includes GRT. Engineering and Wastewater departments propose to issue a Notice of Award & Notice to Proceed to Smithco Construction.

If you have any questions please contact me.

Sincerely,

James MacCornack, P.E.
Senior Engineer

NM License# 056580
GA98, GB98, GF98, MM98
NM DWS# 002334720111003
Federal Tax ID# 850436244
Duns#177932928
SAMS Reg.# V1CAEY22NVL7

Smithco Construction, Inc.
6 King Canyon Loop
Caballo, NM 87931
P.) 575-894-6161 **F.)** 575-894-6012 **E.)** smithco@smithco.cc

March 12, 2025

City of Roswell
James MacCornack
Senior Engineer
PO Box 1838
Roswell, NM 88202
Phone: 575-637-6288
j.maccornack@roswell-nm.gov

QUOTE FOR MRAS Bridge Brackets

James,

Smithco Construction, Inc. submits the following quote for the labor and material to complete the above referenced project. This quote includes:

- Furnish and Install 3ea brackets per HDR details
- Misc. crack repairs as called out on HDR details
- Labor and equipment for items listed above
- Conduit relocation as necessary for bracket installation

Total Bid Excluding Tax and Bond: $61,305.49

We acknowledge Addendum #n/a

Exclusions:

- Dewatering
- Tax
- Bond
- Permits
- Removal or replacement of hard surfacing
- Bypass pumping

Please feel free to contact me with any questions regarding this quote.

Thank you,

Robby Sanders

Robby Sanders
575-740-5080
robby@smithco.cc

Quote Acceptance

Accepted By: **Date:**

Roswell WWTP Dewatering Facility-MRAS Brackets

RFQ

Summary Sheet

Sheet	Decription	Amount
1	Bridge Brackets	$ 61,305.49
2		$ -
3		$ -
4		$ -
	Total Amount of this Request	$ 61,305.49

*Detailed Breakdown Attached

Detailed Breakdown for

Bridge Brackets

install bridge support brackets

LABOR, TRAVEL AND PER DIEM

DESCRIPTION	RATE	HOURS	TOTAL
Superintendent	$ 85.00	40	$ 3,400.00
Project Manager	$ 75.00		$ -
Foreman	$ 35.00	40	$ 1,400.00
Operator Group III	$ 27.76		$ -
Laborer Group III	$ 25.00	160	$ 4,000.00
Ironworker	$ 45.59		$ -
Plumber/Pipe Fitter	$ 46.20		$ -
Cement Mason	$ 25.15		$ -
		SUBTOTAL	$ 8,800.00
	LABOR BURDEN	42%	$ 3,696.00
TRAVEL/PER DIEM	$ 100.00	24	$ 2,400.00
		LABOR TOTAL	$ 14,896.00

EQUIPMENT

DESCRIPTION	RATE	HOURS	TOTAL
CAT 420 Backhoe	$ 38.16		$ -
JD 220 Excavator with Hammer	$ 96.32		$ -
CAT 320 Excavator	$ 89.11		$ -
CAT 330 Excavator	$ 166.93		$ -
CAT 345 Excavator	$ 186.41		$ -
CAT 349 Excavator	$ 202.59		$ -
Tool Truck & Trailer	$ 40.14	40	$ 1,605.60
Cat D6K Dozer	$ 82.64		$ -
Personnel Truck	$ 25.14	80	$ 2,011.20
Motograder	$ 96.63		$ -
Compaction Roller	$ 36.70		$ -
Trench Roller	$ 14.05		$ -
Trench Box	$ 7.67	40	$ 306.80
Water Truck	$ 55.84		$ -
CAT 660 Dump Truck	$ 95.00		$ -
4x4 Forklift	$ 37.36		$ -
Scissor Lift	$ 6.72		$ -
4x4 Man Lift	$ 74.51		$ -
CAT 966 Wheel Loader	$ 105.12		$ -
CAT 950 Wheel Loader	$ 67.94		$ -
		EQUIPMENT TOTAL	$ 3,923.60

MATERIAL

DESCRIPTION	UNIT PRICE	UNIT	TOTAL
brackets	$ 22,500.00	1	$ 22,500.00
concrete crack repairs	$ 2,000.00	1	$ 2,000.00
misc. conduit relocations allowance	$ 5,000.00	1	$ 5,000.00
			$ -
			$ -
			$ -
			$ -
			$ -
		MATERIAL TOTAL	$ 29,500.00

SUBCONTRACTS

DESCRIPTION	UNIT PRICE	UNIT	TOTAL
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		SUBCONTRACTS TOTAL	$ -
PROFIT AND OVERHEAD ON LABOR, EQUIPMENT AND MATERIALS		25%	$ 12,079.90
PROFIT AND OVERHEAD ON SUBCONTRACTS		5%	$ -
SUPPLEMENTAL COSTS PER DAY	0	$ -	$ -
		SUBTOTAL	$ 60,399.50
Performance and Payment Bonds		1.5%	$ 905.99
		TOTAL AMOUNT OF THIS REQUEST	$ 61,305.49

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 14.
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:

Consider recommending approval of a 5-year contract in the total amount of $496,350.00 with Paladin Drones. **(Lieutenant Fry)**
The payments would be due in May of each year, beginning in May 2025 and this contract includes a 9% discount for annual recurring items and a $30,000 discount for second docking station for restriction of the current agreement. Annual pricing is as follows: Year 1: $123,270 (includes one-time purchase price of additional drones), Year 2: $93,270, Year 3: $93,270, Year 4: $93,270,Year 5: $93,270.

- Funding Source - $496,350.00 from the GRT Tax Increase Ordinance 23-10
- Financial Impact (Revenue & Expenses) Revenue - Cash-Public Safety Fund GL 5500 114100 $496,350.00 and Expense-Capital Outlay Vehicles GL 5500 4125817505 $496,350.00.

BACKGROUND:

Initiated by: Lieutenant Michael Fry - Police and Deputy Chief Fuller - Fire

The Roswell Police Department currently has two drones and one dock. The dock is located on the roof of the police department with a drone housed inside. Over the first 45 days of use with the Paladin system, the drones have already assisted in 2 vehicle pursuits, multiple search warrants, multiple arrest warrant services, was airborne for 1 hour 47 minutes during a SWAT standoff, responded to multiple structure fires, and a grass fire. We have seen success with the streaming capabilities and have recorded vital evidence that will assist in criminal prosecution. Through Paladin, both drones are now capable of being controlled by any computer or MCT via cellular service. The video from both drones is able to be streamed and saved to the cloud. A temporary link is able to be texted to any cell phone for the user to view anywhere. Paladin drafts and submits all necessary certificate of waiver or authorization paperwork to the FAA.

This 5-year contract would give the police and fire departments 2 additional drones and docks for a total of 3 docks and 4 drones. The docks would be located at Fire Station 3 (2800 North Wilshire), Roswell PD (128 W 2nd), and Fire Station 5 (117 W Gayle) with the fourth drone capable of being deployed from the field. Attached is a coverage map. The 5-year contract also covers any maintenance and repairs on any drone, streaming capabilities, and coverage for technological and legal changes.

Future uses include responding to calls for service, narcotic surveillance, warrant services, SWAT standoffs, building clearances, grass fires, structure fires, large public gatherings to include UFO Fest, Eastern New Mexico State Fair, National Championship Air Races, and Sling it Fling it. This will also allow aerial documentation of major crash and crime scenes. The drones would be operated and monitored by the Real Time Crime Center at the Roswell Police Department.

FINANCIAL CONSIDERATION:

The total of the 5-year contract is $496,350. Annual pricing is as follows:

- Year 1: $123,270 (includes one-time purchase price of additional drones)
- Year 2: $93,270
- Year 3: $93,270

- Year 4: $93,270
- Year 5: $93,270

The payments would be due in May of each year. This would be paid by the Public Safety Tax(Ambulance Tax). This contract does include a 9% discount for annual recurring items and a $30,000 discount for second docking station for restriction of the current agreement.

LEGAL REVIEW:
The contract was submitted to the legal department for review.

BOARD AND COMMITTEE ACTION:
This was presented to Public Safety Committee on 3/18/2025, passed 4-0.

STAFF RECOMMENDATION:
This has been discussed with both Fire Department Chiefs and the Police department, with their approval.

Attachments

Map
Updated_Roswell_Paladin Renewal
Quote
Sole Source Letter

City of Roswell, New Mexico
Emergency Management
DRONE COVERAGE MAP

- City Limits

- 3 Mile Radius Drone Coverage From Fire Station No. 3

- 3 Mile Radius Drone Coverage From Roswell Police Station

- 3 Mile Radius Drone Coverage From Fire Station No. 5

FIRE STATION NO. 3

ROSWELL POLICE STATION

FIRE STATION NO. 5

3 Mile Radius

3 Mile Radius

3 Mile Radius

ROSWELL INDUSTRIAL AIR CENTER

CITY OF ROSWELL REGIONAL LANDFILL

WASTEWATER TREATMENT PLANT

RUIDOSO HIGHWAY

U.S. HIGHWAY 70

U.S. HIGHWAY 285

NORTH MAIN STREET

ATKINSON AVENUE

HOBSON ROAD

HOBSON ROAD

RUIDOSO HIGHWAY

ROSWELL RELIEF ROUTE

BERRENDO RIVER

BERRENDO RIVER

ROSWELL
NEW MEXICO

N
W
E
S

PALADIN ORDER FORM

1. **Parties:** This Agreement ("**Agreement**") is entered into on **May 1, 2025** ("**Effective Date**"), by and between Paladin Drones, Inc., a Delaware corporation having its principal place of business at 11241 Richmond Ave, Ste E102, Houston, TX 77082 (hereinafter, "**Paladin**") and**The City of Roswell, NM** with an address of **128 W 2nd St, Roswell, NM** (hereinafter, "**Customer**"); and collectively the "**Parties.**"

2. **Consideration**. WHEREAS Customer agrees to pay the amount listed under Exhibit A of this Order Form; AND WHEREAS, Paladin agrees to provide drone services and equipment; THEREFORE, for good and valuable consideration, the sufficiency of which are hereby acknowledged, Customer and Paladin agree as follows:

3. **Definitions**. All definitions under this contract are subject to the definitions listed under theattached Terms and Conditions (hereinafter, "Exhibit B").

4. **Incorporation of Exhibit**. This Agreement includes Paladin Quote (i.e., Exhibit A), PaladinTerms & Conditions (i.e., Exhibit B), and Additional Terms and Conditions (i.e., Exhibit C).

5. **Superseding Clause of Exhibits**. Paladin Terms and Conditions (i.e., Exhibit B), issuperseded by Additional Terms and Conditions (i.e., Exhibit C).

Initial Effective Date: **5/1/2025** Final Term End Date: **4/30/2030** Pricing Package: **Premium DFR (VO Model)**	Billing Frequency: Annually Payment Terms: Net 30 days Price: See Exhibit A

6. **Services**. As part of the Onboarding Services, Paladin will provide Implementation Services.Subject to the terms described infra, Paladin will grant Customer access to the Watchtower software, and provide Support Services during an Active Term. The same will be offered witheach Renewal Term.

7. **Fees.** Paladin will charge Customer a recurring Annual Subscription Fee in accordance with this Agreement. Paladin's offered Price (see Exhibit A) is only available for sixty (60) from the date of the offer. The Subscription Fee has a minimum term of one (1) year from the dateset forth in Exhibit B. Renewal Terms will begin on the date of the Renewal Agreement. Customer understands that additional drones can only be added at the beginning of a Term. Upon full payment of any Term, Customer will own the Drone free and clear of any lien or interest by Paladin.

8. **Implementation Services.** During any Active Term, Customer is granted Implementation Services at any time during an Active Term, which include but are not limited to customized Customer support, training, and Onboarding Services (*see Exhibit B Sec. 1 for details*).

9. **Billing.** Unless otherwise provided in Exhibit C, all Fees will be due and payable in advance on the terms indicated herein, and each invoice will be emailed to the Customer's billing contact indicated below. Customer accepts an emailed invoice as an actual invoice and will not require a written invoice as a condition for payment.

10. **Renewal Term.** The Agreement is subject to renewal on the terms set forth in Exhibit B. ThePricing Package applicable for each Renewal Term will be determined based on the aggregate amount of Customer Selected Applications at the time of renewal. Exhibit A's pricing offer isonly available for sixty (60) days from the date of the offer. *See* specific pricing in Exhibit A.The Customer understands that they may add additional Drone(s) throughout any term and that**Adding a Drone will dissolve the remainder of the Active Term and start a Renewal Term from the date of the renewal Agreement's respective Exhibit B.**

11. **Termination.** The Agreement is subject to early termination on the terms set forth in ExhibitB.

12. **Time of the Essence**. Time is of the essence in the performance of Parties' obligations herein.

13. **Entire Agreement.** By executing this Agreement, each party agrees to be bound by its terms,and the Incorporated Documents, collectively the "Agreement." This Agreement contains theentire agreement among the Parties, and no oral statements or prior written matters not specifically incorporated herein shall be of any force and effect. No variation, modification orchanges hereof shall be binding on either party hereto, unless set forth in a document executed by the Parties contemporaneously with this Agreement. If there is a conflict between this Agreement and any terms contained in any proposal, invoice or other agreement between Paladin and Customer, the terms of this Agreement shall control, but shall be superseded onlyby terms in Exhibit C, which shall be Customer's additional terms.

14. **Intellectual Property.** Except for the limited rights and licenses expressly granted to Customer under the Agreement, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Paladin IP.

15. **Important Disclaimers & Limitations**. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, PALADIN IP IS PROVIDED "AS IS," AND PALADIN DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET

FORTH IN THE TERMS & CONDITIONS.

16. **Notices.** Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

17. **Authority to Execute Agreement.** Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Paladin Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same Agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

(***Signature page follows***)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the EffectiveDate by their duly authorized representatives.

PALADIN DRONES INC.

By:

_____

Name: Divy Shrivastava

_____

Title: CEO

_____

0CITY OF ROSWELL, NM

By:

_____

Name:

_____

Title:

_____

The terms and conditions of this Agreement govern all transactions contemplated by this Agreement, including all orders by Customer. Any proposed purchase order and/or other document submitted by Customer is null and void.

Approved as to Form

Christopher J. Nairn-Mahan, City Attorney

Exhibit A PALADIN

QUOTE

[See attached.]

PALADIN

Roswell Police Dept, NM

Roswell Police Dept, NM
PO Box 1994
Roswell, NM 88202
US

Michael Fry
m.fry@roswell-nm.gov
(575) 624-6770 ext. 4171

Reference: 20250311-141831730
Quote created: March 11, 2025
Quote expires: May 30, 2025
Quote created by: Josh Nassau

josh.ny@paladindrones.io

Comments from Josh Nassau

The referenced Quote provides an all-inclusive pricing package with an annual subscription fee for a five (5) year term.

Negotiated discount of 9% on annual recurring line items based on 5 year agreement. Honoring $30,000 discount on second docking station one-time purchase

Annual Pricing is as follows:
Year 1: $123,270
Year 2: $93,270
Year 3: $93,270
Year 4: $93,270
Year 5: $93,270

Products & Services

Item & Description	Quantity	Unit Price	Total
Premium DFR Package (VO Model) The Premium DFR Package is an all-inclusive base annual subscription fee which includes one (1) EXT Module, connectivity for one (1) drone to Watchtower Software, one (1) Paladin ADS-B Receiver system, FAA and BVLOS (Visual Observer Model) Compliance review and set-up, delivery, implementation, training, customer support, unlimited users, unlimited data storage, unlimited maintenance, repairs, and battery replacements. The Premium Package also provides connectivity for up to three (3) Livestream Drones.	1	$37,000.00 / year	$33,670.00 / year after 9% discount for 5 years
Add-On Docking Station (Premium DFR) The Add-On Docking Station is an all-inclusive annual subscription fee which includes the integration and connectivity for one (1) Docking Station to Watchtower Software under the Premium DFR Package. This add-on connectivity includes unlimited maintenance & repairs and replacements on the device.	3	$12,000.00 / year	$32,760.00 / year after 9% discount for 5 years
Add-On Drone (Premium DFR) The Add-On Drone is an all-inclusive annual subscription fee which includes one (1) EXT Module and connectivity for one (1) drone to Watchtower Software under the Premium DFR Package. This add-on connectivity includes annual battery replacements when the drone or batteries are purchased through Paladin.	2	$12,000.00 / year	$21,840.00 / year after 9% discount for 5 years
Add-On Drone (Premium DFR) The Add-On Drone is an all-inclusive annual subscription fee which includes one (1) EXT Module and connectivity for one (1) drone to Watchtower Software under the Premium DFR Package. This add-on connectivity includes annual battery replacements when the drone or batteries are purchased through Paladin.	1	$12,000.00 / year	$5,000.00 / year after $7,000.00 discount for 5 years

Item & Description	Quantity	Unit Price	Total
Add-On Livestream Drone The Add-On Livestream Drone is an all-inclusive annual subscription fee which includes: • Watchtower connectivity to one (1) compatible select drone (sold separately) for Livestreaming via SMS and URL link This product also includes Unlimited Cloud Data Storage for the subject drone.	3	$2,000.00 / year	$0.00 / year after $6,000.00 discount for 5 years
DJI Dock 1 Set (+M30T) DJI Dock 1 Set which inclues a DJI M30T + Batteries + RC, one time purchase	2	$30,000.00	$30,000.00 after $30,000.00 discount

Annual subtotal	$93,270.00 after $21,730.00 discount
One-time subtotal	$30,000.00 after $30,000.00 discount
Total	**$123,270.00**
Total contract value	**$496,350.00**

Purchase terms

Questions? Contact me

Josh Nassau
josh.ny@paladindrones.io

Paladin Drones, Inc.
10200 Richmond Ave
STE 272
Houston, Texas 77042
United States

Exhibit B

PALADIN Terms and Conditions

[See attached.]

EXHIBIT B

Paladin Terms and Conditions

PALADIN'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (hereinafter, **"Terms & Conditions").**

By executing the Order Form, the Customer agrees to be bound by these Terms.

1. Definitions and Provisions

Capitalized terms used in the "Agreement" have the meanings set forth in this section.

"Active Term" means a term for which Customer has a current subscription for service from Paladin. Active Terms become "Inactive Terms" upon the completion of theirspecified period and may be partitioned by several Implementation Periods which are limited by the Term End Date (e.g., If the contract is for three years, the active term shall be the three years, and each year shall be an Implementation Period).

"Add-Ons" means the addition of one or more Drone (e.g., M30, M30T, M350, etc.)and/or Drone with a Docking Station under the Advanced Package.

"Advanced Package" means one of three Package types that includes a Paladin issued M30T Drone, or similar, fitted with an EXT Module and Docking Station. This package does not require Client to provide its own Drone. This is the top package and includes (1) Set-Up of FAA and BVLOS Compliance Documents; (2) In-Person Delivery, Implementation, and Onboarding; (3) Unlimited Training & Customer Support; and (4) Unlimited Users & online cloud storage. Upon payment of the initial Implementation Period Client will own the provided Drone, and EXT module, and Docking Station. At Client's option, it may renew its term and add Add-ons. The Watchtower software will serve the hardware.

"Aggregated Statistics" means data and information related to Customer's use ofthe Services that are used by Paladin in an aggregate and anonymized manner, including statistical and performance information related to the Services to improve its products andservices.

"Agreement" means, collectively and to the extent applicable the Paladin Order Form, these Terms & Conditions (i.e., Exhibit B), Exhibit A, and Exhibit C, and any other Incorporated Documents.

"Application Obligations" means, collectively, Customer's debt, and other financial obligations relevant to the Application Services.

"Application Services" means management and compliance software-as-a- service application. Generally, this refers to but is not limited to the Watchtower software. These services are included during an Active Term.

"Appropriate Security Measures" means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data againstdestruction, loss, unauthorized disclosure, or unauthorized access by employees orcontractors employed by Paladin.

"Authorized User" means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services. Additionally, any user of the provided Software, and/or Equipment with the explicit, implicit,or tacit authorization of Customer.

"Confidential Information" means any information in any form related to the Agreement, disclosed by a party (the **"Discloser"**), or disclosed on behalf of such party by its affiliates or representatives, to another (the **"Recipient"**), including without limitation any trade secrets, technology, technical data, source code, object code, software, inventions, know-how, information that Discloser considers and treats as confidential, or that a reasonable person would believe is confidential based on the nature of the information. Confidential Information does not include information that (i) at the time of disclosure, is available to the general public, (ii) becomes available to the general public through no faultof Recipient, (iii) is received by Recipient at any time from a third party without breach of anon-disclosure or confidentiality obligation to Discloser, (iv) is known to Recipient at the time of disclosure, as demonstrated by documentary evidence, (v) is developed independently by Recipient without access to any of Discloser's Confidential Information, or (vi) is approved for disclosure by prior written permission of Disclosure or a corporate officer, including without limitation pursuant to the terms of this Agreement.

"Customer" means the person or entity purchasing the Services as identified in theOrder Form.

"Customer Data" means, other than Aggregated Statistics, information, data, andother content, in any form or medium, that is transmitted by or on behalf of Customer or anAuthorized User through the Services.

"Customer Terms" means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form, and/or as contained in Exhibit C. For theavoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

"Delivery Date" means the first day of delivery of the included equipment.

"Delivery Point" means the location agreed by Parties to be where Customer shall receive their Equipment. If no designation is made then the default delivery point shall be the address listed on the Paladin Purchase Order for Customer.

"Documentation" means any documents, FAA certification and the documents andprocesses required for the acquisition of such, training materials, information, directions, explanations, or material, concerning the Equipment and/or the Watchtower Products, whether produced by or for Paladin, for the use of the Equipment and/or Watchtower

Software, in whatever form, and including without limitation the Specifications. Including, Paladin's end user documentation and content, regardless of media, relating to the Services made available from time to time on Paladin's website at paladindrones.io.

"Drone" means an unmanned aerial vehicle (UAVs), and refers to Select Drone(s) by Customer.

"Drone as a Service Fees" has the meaning set forth in Section 6 (Prices and Fees)of this Agreement.

"Effective Date" means the date that the Agreement designates in its Terms as "Effective Date". Refer to Exhibit A and C. If no Effective Date is designated by the Parties, then the default Effective Date is the date Client signed the Agreement (i.e., Paladin Purchase Order Form and Exhibit B).

"Equipment" means (1) EXT Module; (2) Select Drone; and/or (3) Docking Station.

"Fee" means an amount owed for services pursuant to the Agreement.

"Feedback" means any comments, questions, suggestions, or similar feedback transmitted in any manner to Paladin, including suggestions relating to features, functionality, or changes to the Paladin IP.

"Governing State" means the State of Delaware.

"Government Entity" means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

"Implementation Period" for a twelve (12) month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter.

"Implementation Services" means the services provided to Customer during an Implementation Period (i.e., on an annual basis as limited by the Term End Date), includingtailored Customer support, instructions, review of Application Obligations, and entry of relevant Customer Data.

"Inactive Term" means any period that is not an Active Term and usually follows the end of a subscription period when no renewal for service is made prior to the end of that Active Term.

"Incorporated Documents" means, collectively, Exhibit A, Exhibit B, Exhibit C.

"Initial Term" means the term of the services beginning on the Effective Date and

ending on the term End Date, as established in the Paladin Order Form (*see pg. 1, section5*).

"**Intellectual Property Rights**" means all intellectual property and proprietary rights anywhere in the world under the laws of any state, country, territory, and/or other jurisdiction, as may now exist or hereafter come into existence, whether statutory, common law, or otherwise, including without limitation any and all patent rights (including patent applications and disclosures), copyright rights, trade secret rights, moral rights, know-how, database rights, mask work rights, rights of publicity, Marks (whether registered or unregistered), and all goodwill relating to the foregoing and any and all applications therefore and registrations, renewals, and extensions thereof. "Mark" means any trademark, trade name, trade dress, service mark, corporate name, design, logo, device, domain name, and/or other indicator of the source or origin of any product or service.

"Launch Package" means one of three Package types that includes a Paladin issued M30 Drone fitted with its EXT Module. This package does not require Client to provide its own Drone. This is the middle package and includes (1) Set-Up of FAA and BVLOS Compliance Documents; (2) In-Person Delivery, Implementation, and Onboarding;
(3) Unlimited Training & Customer Support; and (4) Unlimited Users & online cloud storage. At the end of the Agreement Term Client will own the provided Drone and EXT module and may at Client's option renew its term and Add-Ons. The Watchtower software will serve the hardware.

"Legal title" means unconditional ownership of a tangible asset.

"Offer" means a conditional proposal made by a Party, which becomes legally binding if accepted by the offeree.

"Onboarding Services" means onboarding services, support, and training as required to make the Application Services available to the Customer during the service Term.

"Order Form" means (1) the order document executed and delivered by Paladin and Customer for the Initial Term or (2) to the extent applicable, any subsequent Order Form document executed and delivered by Paladin and Customer for any Renewal Term.

"Package Type" means the selected package by Customer to facilitate its Drones.
Customer may select from the following packages: Turn-Key, Launch, or Advanced.

"Paladin" means Paladin Drones Inc., d/b/a Paladin, a Delaware corporation, and its permitted successor and assigns.

"Paladin IP" means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by Paladin arising from or related to the Services, Documentation, or Feedback; and (2) any

intellectual property provided to Customer or any Authorized User in connection with theforegoing other than Customer Data.

"**Paladin Order Form**" means the document named Paladin Order Form, and incorporated into these terms herein by reference, and which when executed by both partieshereto, shall form a part of Party's Agreement and Parties agree to be subject to its terms.

"Privacy Policy" means, collectively, Paladin's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as postedto Paladin's website, in general, and as updated from time to time in accordance with theirterms found at https://paladindrones.io/privacy-policy/.

"Provided Software" means any software which Paladin has made available by any means to Customer. Generally this refers to but is not limited to the Watchtower software.

"Regular Use" means in accordance with the terms of this Agreement, autonomousflight and manual control of the drone through Paladin's Watchtower Software

"Renewal Agreement" means an Agreement that follows or extends a formerAgreement for the purpose of extending or maintaining a service with Paladin.

"Renewal Term" means any Active Term that is renewed subject to the terms of anAgreement, or Renewal Agreement but prior to becoming an Inactive Term.

"**Section number (#)**" means any section within this document that is referenced towith its section number and/or subsection (e.g., where a section refers to section 3, then this means that the terms in section 3 are to be read to have been replicated in that referencing section).

"Services" means, collectively, the Application Services, the Onboarding Services,the Implementation Services, and the Support Services.

"**Select Drones**" means Drones that are offered based on the selected PackageType. Not all Drones are available for each package.

"**Specifications**" means those standards by which the Equipment and Watchtower Products must be operated, as set forth in Schedule C attached hereto and incorporated herein by reference.

"Support Services" means the general maintenance services and technicalsupport provided in connection with the Application.

"Term" means, collectively, the Initial Term and, if applicable, each successiveRenewal Term.

"**Final Term End Date**" means, the date no Renewal Term or ImplementationPeriod shall proceed the last Active Term and the Services will terminate.

"Turn-Key Package" means one of three Package types that allows Customer to

bring their own Drone that is compatible with Paladin's EXT Module. This package is serviced by Paladin's Watchtower Software. This is the basic package and includes (1)Set-Up of FAA and BVLOS Compliance Documents; (2) In-Person Delivery, Implementation, and Onboarding; (3) Unlimited Training & Customer Support; and (4) Unlimited Users & online cloud storage.

"Unlimited Warranty" means during the life of the contract Paladin will repair, orreplace, any provided equipment that is acquired under either the Launch Package and Advanced Package. These warranties are applicable only when Customer has used products in accordance with the terms of this agreement.

"User-error" means, while any Select Drone is being operated by a Pilot in Command (PIC) the Drone sustains damage as a result of the PIC's direct control.

"Usage Policy" means, collectively, Paladin's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to Paladin's website and as updated from time to time in accordance with its terms.

"**Watchtower Products**" means the Watchtower Software.

"**Watchtower Software**" means the primary software licensed to allow users to interface with Select Drone(s), commission flight, develop, retain, and store data and reports for Parties analysis, view the live stream, and send commands to the drone during active situations.

"**Website**" means the websites of Paladin Drones, Inc., the primary web page URL of which is https://paladindrones.io/.

2. Access and Use.

a. Provision of Access. Subject to the terms and conditions of the Agreement, Paladin grants Customer and Customer's Authorized Users a non-exclusive, non- transferable (except as permitted by this Agreement) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. Paladin will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services. Paladin agrees to provide instructions to the Customer, employees, agents, and related entities bound under the Agreement, to maintain the airworthiness of its drone(s) so that it is in a condition that is ready for service. Paladin willinstruct Customer how to maintain all proper licensing and registration for itself and the drones so that they can legally be used for Customer's purposes when called upon.

b. Documentation License. Subject to the terms and conditions of the Agreement, Paladin grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes. Paladin does not exercise any control over the Drone or equipment

when it is in flight and Customer while using any features in the Documentation is the soleoperator controlling the Drone, and or equipment.

c. Customer Responsibilities. Customer is responsible and solely liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services,including the Incorporated Documents.

d. Use Restrictions. Customer may not at any time, directly or indirectly throughany Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make availablethe Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. During the Term hereof, Customer shall not use the Equipment, Watchtower Products, and/or Documentation for any purposes except as set forth in this Agreement. Without limiting theforegoing and except as otherwise expressly set forth in this Agreement, Customer shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Watchtower Products and/or Documentation, in whole or in part; (ii) rent, lease, lend, sell,sublicense, assign, distribute, publish, transfer, or otherwise make available the Watchtower Products and/or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Watchtower Products and/or Documentation, in whole or in part; (iv) reverse engineer, disassemble, or gain access to the interior components of the Watchtower Products and/or Documentation; (v) remove any proprietary notices from the Watchtower Products and/or Documentation; or (vi) use the Watchtower Products and/or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or entity, orthat violates any applicable law. The Customer is responsible and liable for all uses of theWatchtower Products and/or Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for allacts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer.

e. Protection of Equipment Trade Secrets. Customer acknowledges and agrees that the design, construction, and internal components, and other elements, of the Equipment provided under this Agreement are Confidential Information (and may include valuable trade secrets) and, as such, is protected under the terms of this Agreement. Customer agrees that any Disclosure of such would cause Paladin irreparable injury and damage without a need to prove the same. To ensure the protection of such information, Customer acknowledges its duty to implement reasonable precautions not to— open or disassemble the Equipment, nor any piece or component thereof, nor to otherwise investigate the internal components and operations of any of the Equipment. Customer agrees to use reasonable precautions to protect the Equipment from theft, inspection, investigation, discovery of the Equipment's components, design, construction, and/or other

elements, and any unauthorized use.

f. Suspension. Notwithstanding anything to the contrary in the Agreement, Paladin may temporarily suspend Customer's and any Authorized User's access to any orall the Services if:

(1) Customer is more than 45 days late in satisfying: All Application Obligations; Fees then due, or in accordance with, the terms of the Agreement.

(2) Paladin reasonably determines that:

(A) there is a threat or attack on any of the Paladin IP;

(B) Customer's or any Authorized User's use of the Paladin IP disrupts or poses a security risk to the Paladin IP or to any other customer or vendor of Paladin;

(C) Customer, or any Authorized User, is using the Paladin IP for fraudulentor illegal activities; or

(D) Paladin's provision of the Services to Customer or any Authorized User is prohibited by applicable law.

(3) Any vendor of Paladin has suspended or terminated Paladin's access to or use of any third-party services or products required to enable Customer to access the Services (i.e., **"Service Suspension").** Paladin will use commercially reasonable efforts to–

(i) provide written notice of any Service Suspension to Customer,

(ii) provide updates regarding resumption of access to the Services, and

(iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Paladin is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur because of a Service Suspension.

g. Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, Paladin may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Paladin and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retainedsolely by Paladin. Paladin may compile Aggregated Statistics based on Customer Data input into the Services. Paladin may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, Paladin's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. Service Levels and Support. Subject to the terms and conditions of the Agreement, Paladin will use commercially reasonable efforts to make the Application Services and Support Services available. Paladin will assist Customer in applying for FAA BVLOS waivers and instruct Customer to operate equipment in a legal manner. Paladin will start with one deployment location at a time and continue progressively until the agreed upon number of deployment locations for all UAS. In an effort to aid in Paladin's BVLOS process,

Paladin will provide training materials to the Customer which may enable it to self certify employees as Visual Observers (VOs). Paladin will provide training to officers on how to access and utilize the Paladin Watchtower in a "train the trainer" model.

Paladin will teach Customer how to dispatch the Hardware using the Software to emergency calls. Customer warrants that only personnel authorized by Customer may have access to the Live Stream from the drone. Customer will be taught on how to use Paladin's software to view and stream on any compatible internet-connected device. Paladin will apply for Certificates of Authorization (i.e., "COA") from the FAA on behalf of Customer and provide related training. Customer understands that Paladin will not provideFAA, Part 107, training. Customer agrees that only Authorized personnel who have undertaken training from Paladin may have access to the Paladin Watchtower software, which can convey the status of the drone, and how to tell the drone to conduct additional maneuvers if needed. All operations will be conducted by a Pilot in Command (PIC), who may be an FAA-certified pilot, and have manual override control of the drone to prevent malfunctions. Customer will provide the PICs needed to sustain this program.

Paladin's training shall consist of: :

1. Showing how to access Watchtower on their respective internet devices.
2. Showing how to view a live stream through the application.
3. Showing how to control the drone using the application.
4. Showing how to report problems if they come across them on theapplication.
5. After the initial training, and upon the written request of the Customer,Paladin will schedule a training course for new hires and to aid in maintaining Customer's FAA compliance.

a. Paladin will provide training for the Customer to use the Equipment. Thistraining will consist of:

1. Going over the maintenance list for the drone, and how to maintainairworthiness.
2. Teaching how to fly the drone autonomously using Watchtower.
3. Teaching how to fly the drone manually using the remote control.
4. Teaching how to fly the drone via LTE.
5. Teaching how to attach, detach, activate, deactivate, the LTE module thatattaches to the drone and gives it LTE capabilities.

4. Fees and Payment.

a. Fees. Customer will pay Paladin the fees ("Fees") set forth in the Order Form. Paladin will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Agreement (e.g., Exhibit A). Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicablelaw, if Customer fails to make any payment when due, Paladin may, without limiting any ofits other rights, after a five (5) day grace period, charge interest on the past due amount atthe lowest of (1) the rate of 5% per month, (2) the rate established in Exhibit C, or (3) the maximum rate permitted under applicable law. Customer agrees to reimburse Paladin for all costs incurred in collecting any late payments.

a. **NET 30: PAYMENT IS DUE WITHIN 30 DAYS OF THE PALADIN ORDERFORM'S EFFECTIVE DATE**. The set-up process for all services and software begins upon receipt of the (1) signed Agreement (e.g., Paladin Purchase Order) and (2) the receipt of payment. If applicable, payment must include any Add-On(s) (i.e., physical equipment) purchased by Customer. Refunds are strictly waived by Client and agree that all sales are final. Client has the option to upgrade a Package Type at the end of any 12 month term, during an Active Term. If an upgrade is requested Parties must resign a new Agreement (i.e., Paladin Order Form). Payment is due according to the terms of the Agreement every12 months from the Effective Date.

b. Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsiblefor all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on Paladin's income. If Customer is a non-government entity, the Agreement Price (e.g., Exhibit A and C) will designate the total tax owed. Client agrees to be solely responsible for any tax obligations relating to its purchase, and if any errors are discoveredor later calculated, Client agrees to cure any tax obligations as soon as practicable.

5. Equipment Provided to Customer

a. Conditional Ownership. Paladin offers to sell to Customer a service Package Type. Based on the selection made by Customer, Paladin shall grant an (1) EXT Module;
(2) Select unmanned Drone; and/or (3) Docking Station. In the event Customer selects Add-Ons, they will be granted by Paladin and Legal Title shall pass to the Customer uponfull payment of the Initial Term.

b. Pricing: Paladin's Order Form shall designate the offered price for services described in its Exhibit A (i.e., part of its Incorporated Documents).

c. Batteries: Each year, as specified in the Paladin Order Form, Customer shall be entitled to a designated number of batteries compatible with their Drone. These batteries are included at no additional charge; however, customer shall have the option to purchaseextra batteries.

d. Repairs: Paladin warranties the repairs of Equipment it provides to the Customer, so long as the Equipment's use was in accordance with this Agreement, and inthe event of Equipment damage, such damage is not caused by a 3rd party regardless of if the act was intentional or accidental, or Client's user-error and/or negligence. Autonomousflight in accordance with the proper use of the Watchtower software even if resulting in Equipment damage will be replaced at no cost to Client.

e. Delivery. Paladin shall make the Equipment available to Customer at Customer's address set forth in the Paladin Order Form. Transportation and use of the Equipment after delivery at the Delivery Point, shall be entirely at Customer's own risk and expense. If Customer disassembles the Equipment to facilitate transportation, Paladin shall bear no responsibility for reassembly of the Equipment or any related defects. If for any reason Customer fails to accept delivery of the Equipment by the date fixed in the

Agreement or pursuant to Paladin's notice that the Equipment is available at the Delivery Point, or if Paladin is unable to make the Equipment available at the Delivery Point within a reasonable time after the Delivery Date owing to any act or omission of Customer or its representatives, including without limitation the failure to provide appropriate access to Delivery point, facilitation to access Delivery point, instructions, documents, licenses, access, clearance and/or authorizations: (i) Customer shall bear the risk of loss to the Equipment; (ii) the Equipment shall be deemed to have been delivered; and (iii) Paladin, at its option, may store the Equipment until collected by Customer, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage andinsurance).

6. Loss And Damage of Equipment

a. Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of equipment, from any cause. LOSS OR DAMAGE TO THE EQUIPMENT, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THIS AGREEMENT. The customer's obligations with respect to the aforementioned shall commence upon delivery of the equipment.

b. Customer agrees to immediately notify Paladin of any accident or event of loss or damage involving the Equipment. The notification shall include any information as may be pertinent to Paladin's investigation of such accident, loss,or damage, or which Customer may reasonably require.

c. Subject to Section 2 supra and in accordance with the terms in Section 9, infra,Paladin offers repairs and replacements to Customer's equipment that was purchased from Paladin and at the time of equipment failure had an Active Term under the Launch package or Advanced package.

7. Confidential Information

a. During any Active Term, either party (the **"Disclosing Party")** may discloseor make available to the other party (the **"Receiving Party")** information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, **"Confidential Information").** Paladin's Confidential information includes the Paladin IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosureis (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or
(4) independently developed by the Receiving Party.

b. To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the ReceivingParty's employees, officers, directors, agents, subcontractors, financial advisors, and

attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Paladin's Services and internal operations. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

c. On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed. Notwithstanding anything to the contrary in section seven (7), Paladin may store, collect, analyze, and make unrestricted use of any data on its platform for the improvement of its services, customer support, and in accordance with meeting its obligations under this Agreement and under section eight (8)(b).

d. Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the Effective date of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement indefinitely.

e. Notwithstanding anything in Section seven (7) to the contrary, if Customer is a Government Entity, then Paladin expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

f. **Mutual Restrictions**. Recipient shall use Discloser's Confidential Information only for the purposes of this Agreement (the "**Purpose**"). Except as permitted in this Agreement, Recipient shall not disclose to any third party any of Discloser's Confidential Information that is obtained directly or indirectly from Discloser or its affiliates or representatives. Recipient may only disclose the Confidential Information of Discloser to its representatives who are required to have it to further the Parties' purpose and/or obligations herein. Recipient must inform any such representative of the confidential nature of the information and cause the representative to comply with the terms of this Agreement as if it were the Recipient, and Recipient will be liable for any breach of this Agreement by any such representative, agent, or delegatee. Recipient will exercise the highest degree of care toward the Confidential Information. Recipient agrees to take all reasonable steps to protect the secrecy of, and avoid disclosure or use of, the Discloser's Confidential Information in order to prevent it from falling into the public domain or possession of unauthorized persons. Recipient agrees to immediately notify Discloser in writing of any use and/or disclosure in violation of this Agreement. Each party, however, may disclose Confidential Information of the other pursuant to the order or requirement of a court, federal agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement. Recipient agrees and

acknowledges that any such breach or threatened breach of these terms of confidentialitymay cause irreparable injury to Discloser so that, in addition to any other remedies available, Discloser may seek injunctive relief against the threatened or actual breach. Without limiting the generality of the foregoing, Customer shall continue to protect the Confidential Information of Paladin in perpetuity, as it relates to trade secrets contained in the Equipment and/or Watchtower Products.

8. Intellectual Property

a. Paladin IP. As between Customer and Paladin, Paladin owns all Paladin IP: rights, title, and interest.

b. Customer Data. As between Parties, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Paladin a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for Paladin to improve its Services and provide the Services to Customer.

c. Customer acknowledges and agrees that Paladin and its licensors and suppliers retain and own all rights, legal title, and interests in and to all Intellectual Property Rights therein of the following: (i) the Paladin Website, Watchtower Products, Watchtower Software, Watchtower Website Portal, Paladin Services, and any and all other services and products related thereto; (ii) the components and any and all other materials, content, data and/or information provided and/or made available by Watchtower in connection with any of the foregoing (but excluding content and/or data provided exclusively by Customerand Equipment purchased by Customer); all know-how and proprietary design and configuration of the Equipment; and (iii) any and all configurations, derivative works, developments, modifications, adaptations, changes, alterations, edits, conversions, improvements and/or the like made to, arising out of, and/or resulting from any of the foregoing. All rights not expressly granted under this Agreement, are reserved to Paladin and its licensors and suppliers, and there are no implied rights. Under no circumstances will anything in this Agreement be construed as granting, by implication, estoppel, or otherwise, a right or license to any party's Intellectual Property Rights or proprietary technology other than in strict accordance with the terms of this Agreement. Customers, itsAuthorized Users, and all other Users acknowledge and agree that Paladin and its licensors, suppliers, vendors, and/or its third party vendors shall own all right, title, and interest in and to all Intellectual Property Rights in and to any suggestions, enhancement requests, feedback, or recommendations provided by Customers, Authorized Users, and/or all other Users relating to the Watchtower Products, and Paladin Services, without any limitations, restrictions, and/or requirement of compensation, including without limitation all unpatented inventions, patent applications, patents, design rights, copyrights, Marks, know-how, and other trade secret rights, and all other Intellectual Property Rights,derivatives or improvements thereof.

d. Effect of Termination. Without limiting either party's obligations this Agreement, Paladin, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the

Agreement to permit Customer to retrieve its Customer Data and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such a period, Paladin may destroy any Customer Data in accordance with Paladin's dataretention policies.

9. Warranties & Disclaimers.

a. When Customer is engaging in Regular Use through the Watchtower Software, Paladin shall: (A) provide all three packages (i.e., Turn-key, Launch, and Advanced) unlimited updates and repairs of their EXT Module and Watchtowersoftware during any Active Term; (B) provide unlimited repairs to the M30T drone and provide replacement parts and related instructions for any wear and tear on propellers and batteries; and (C) provide to Customers who selected the Advanced Package unlimited repairs to their Docking station.

b. Notwithstanding the aforementioned, no maintenance or repairs shall be provided in the event of non-regular use, intentional damage, third-party damage, or whenPaladin's insurance provider(s) for any reason declines to cover the claim. However, despite the aforementioned, Paladine will reserve the discretion to make repairs despite noncoverage.

c. Functionality & Service Levels. During the Term, the Application Services willoperate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation. Paladin does not make any representation, warranty, or guarantee regarding availability of the Application Services.

d. Paladin warrants upon delivery, that at a minimum, all drones are maintained and operated in material accordance with:

1. All applicable manuals inclusive but not limited to the manufacturers and operators' maintenance manuals;
2. Mandatory Advisory Circulars or other Airworthiness Directives issued by theFAA;
3. The manufacturer's airworthiness limitations;
4. Manufacturer or FAA mandated inspection schedules, overhaul schedules,and calendar retirement dates; and
5. Service Bulletins.

e. Customer Warrants and is solely responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable Federal Aviation Administration regulations and that all have the necessary skill required to perform their duties.

f. IN ORDER TO BE IN COMPLIANCE WITH THIS AGREEMENT'S TERMS OFUSE, CUSTOMER MUST:

i. PER FAA REGULATIONS, A MINIMUM OF ONE PILOT IS REQUIREDTO OPERATE EACH DRONE.
ii. WORK WITH PALADIN TO GET BVLOS WAIVERS FOR THECUSTOMER TO FULLY USE PALADIN'S PRODUCT AND SERVICES.

iii. TRAIN CUSTOMER TO BE VO'S SO THAT THE CUSTOMER CAN HAVE FAA-COMPLIANT AND SAFE BVLOS OPERATIONS.
iv. IF CUSTOMER CONNECTS PALADIN'S SOFTWARE TO THEIR COMPUTER AIDED DISPATCH (CAD) SYSTEM OR THIRD-PARTY INTEGRATION SOFTWARE (i.e., NON-PALADIN APPLICATION PROGRAM INTERFACE "API"), PALADIN SHALL NOT BE LIABLE FOR ANY RELATED COSTS AND CUSTOMER WILL PROVIDE ACCESS TO SAID CAD SYSTEM OR API. PALADIN SHALL NOT BE LIABLE FOR ANY RELATED COSTS AND CUSTOMER WILL PROVIDE ACCESS AT NO COST TO PALADIN AND FURTHER GRANTS A LICENSE TO PALADIN TO USE ANY CONNECTED API OR CAD SYSTEM TO RETRIEVE LATITUDE, LONGITUDE, AND OTHER INFORMATION ABOUT 911 CALLS AS THEY ARE PLACED.
v. PALADIN WILL PROVIDE THEIR WATCHTOWER INTERFACE TO COMMAND THE EQUIPMENT AND ALLOW AUTHORIZED USERS TOACCESS CONTROLS.

g. Security. Paladin has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

h. Paladin IP. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, PALADIN IP IS PROVIDED "AS IS," AND PALADIN HEREBY DISCLAIMS ALLWARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PALADIN SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON- INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTHIN THIS SECTION, PALADIN MAKES NO WARRANTY OF ANY KIND THAT THE PALADIN IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

i. EXCEPT AS SET FORTH HEREIN AND TO THE EXTENT NOTPROHIBITED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ARE DISCLAIMED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY SERVICE OFFERED, PROVIDED, OR AVAILABLE. ALL STATEMENTS CONCERNING THE AUTONOMOUS FLIGHT, EQUIPMENT AND PRODUCT COVERED BY THIS WARRANTY, OR STATEMENTS CONTAINED IN ADVERTISING, PAMPHLETS OR OTHER PRINTED MATERIALS DO NOT CONSTITUTE WARRANTIES, AND THE CUSTOMER AND/OR BUYER ACKNOWLEDGE THAT THEY HAVE NO RIGHT TO RELY UPON SAME NOTWITHSTANDING ANY WARRANTY IN THE AGREEMENT AND SECTION 6

SUPRA. PALADIN OR ANY OF ITS SUBSIDIARIES MAKE NO WARRANTY AS TO THEQUALITY OF FLIGHT, DATA COLLECTION, OR ACCESS OF ANY SOFTWARE OR HARDWARE OR OTHER PRODUCTS AND SHALL NOT BE LIABLE FOR ANY LOSSES, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS, DAMAGE OR EXPENSE ARISING UNDER OR IN CONNECTION WITH THE SAME. LIABILITY FOR DAMAGES OF ANY KIND SHALL IN NO EVENT EXCEED THE ORIGINAL PURCHASE PRICE OF THE PARTICULAR ORDER. IN PARTICULAR, PALADIN DRONES, INC. OR ANY OF ITS SUBSIDIARIES, AGENTS, OFFICERS, OR CONTRACTORS, OF ANY KIND, SHALL NOT BE LIABLE FOR LOSS OF LIFE, PROPERTY, REVENUES OR PROFITS OR CLAIMS OF ANY THIRD PARTIES.

j. **NO WARRANTY** SHALL APPLY TO (I) DEFECTS, ERRORS, DAMAGES, OR LOSS RESULTING FROM CORRECTIONS, REPAIRS OR SERVICE RELATING TO CUSTOMER'S OR USER'S SYSTEM, COMPUTERS, SERVERS, AND/OR OTHER EQUIPMENT OR CUSTOMER'S USE; (II) ANY ACT OR OMISSION BY ANYONE OTHERTHAN CUSTOMER; (III) POWER SHORTAGES, IRREGULATORITES, BUGS, GLITCHES, INACCURACIES, OR FAILURES; (IV) MODIFICATIONS OF THE EQUIPMENT AND WATCHTOWER PRODUCTS BY ANYONE OTHER THAN PALADIN;AND (V) ANY OTHER CAUSE BEYOND PALADIN'S CONTROL NOTWITHSTANDING THE AFOREMENTIONED, IN THE EVENT OF HARDWARE FAILURE OR DESTRUCTION OF THE DRONE, PALADIN WILL PROVIDE REPLACEMENTS SO LONG AS THE TERMS OF AGREEMENT HAVE NOT BEEN BREACHED AND THE FAILURE OR DESTRUCTION WAS NOT THE RESULT OF USER ERROR. PALADIN RESERVES THE RIGHT TO REPLACE EQUIPMENT DAMAGED BY USER ERROR. ANY DAMAGE CAUSED TO EQUIPMENT WHILE USING THE DRONE AS TRAINED BY PALADIN AND WHILE ENGAGING IN AUTOMATED FLIGHT SHALL BE REPAIRED AT NO COST TO CUSTOMER. IN THE EVENT THAT A REPAIR CANNOT BE ACCOMPLISHED THEN PALADIN WILL REPLACE THE DRONE OR EQUIPMENT AT NO COST TO CUSTOMER. CUSTOMER MUST NOTIFY PALADIN OF THE INCIDENT AND CO-OPERATE WITH ANY REASONABLE REQUESTS BY PALADIN TO FACILITATE THE REPAIR OF THE EQUIPMENT PRIOR TO REPLACEMENT.

k. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN SECTION 9 (WARRANTIES) HEREOF, THE EQUIPMENT, WATCHTOWER SOFTWARE, WATCHTOWER PRODUCTS, DOCUMENTATION, SERVICES, AND ALL RELATEDPRODUCTS AND SERVICES ARE PROVIDED TO CUSTOMER "AS IS" AND "WITH ALL FAULTS." PALADIN MAKES NO REPRESENTATION OR WARRANTY OR PROMISE WHATSOEVER WITH RESPECT TO, AND HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY (INCLUDING ALL UCC STATUTES),OR OTHERWISE, INCLUDING ANY WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

l. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN SECTION 9(e) (PALADIN WARRANTIES) HEREOF, PALADIN DOES NOT WARRANT THAT THE

WATCHTOWER SOFTWARE AND/OR WATCHTOWER PRODUCTS ARE FREE FROM ERROR OR HARMFUL CODE AND/OR WILL RUN PROPERLY ON, AND/OR INTEROPERATE WITH, ALL HARDWARE AND/OR OPERATING SYSTEMS, THAT SUCH WILL MEET THE REQUIREMENTS OF CUSTOMER, OR OPERATE IN THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY CUSTOMER OR ANY USEROR THAT THE OPERATIONS OF SUCH WILL BE UNINTERRUPTED OR ERROR FREEOR THAT IT IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION.

m. CUSTOMER MUST INFORM PALADIN WHEN PROPELLERS AND BATTERIES EXHIBIT SIGNIFICANT WEAR AND TEAR. THE CONDITION PRECEDENTTO SIGNIFICANT WEAR AND TEAR SHALL MEAN THAT THE OPERATION OF THE EQUIPMENT CANNOT OPERATE AT ITS ORIGINAL CAPACITY AND DURATION.UPON RECEIVING NOTICE, PALADIN SHALL PROVIDE PROPELLERS AND BATTERIES AT NO ADDITIONAL COST. CUSTOMER SHALL INSTALL NEW ACCESSORIES IN A TIMELY MANNER. CUSTOMER MUST PROMPTLY REPORT ANYDAMAGE TO EQUIPMENT AND DATE OF INSTALLATION OR UPGRADE.

10. LIMITATION ON LIABILITY

a. IN NO EVENT SHALL PALADIN BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THISAGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WEREFORESEEABLE, (B) WHETHER OR NOT PALADIN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. EXCEPT FOR COSTS DIRECTLY INCURRED BY PALADIN TO FULFILL THE EXPRESS WARRANTY PROVIDED IN SECTION 9(e) (PALADIN WARRANTIES) HEREOF, IN NO OTHER INSTANCE SHALL PALADIN'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO PALADIN HEREUNDER FOR THE CURRENT ACTIVE TERM (I.E., TWELVE MONTHS) OF PALADIN'S PURCHASE ORDER, OR TO THE MAXIMUM LIMIT OF ITS INSURED, OR $2,000.000.00, WHICHEVER IS LESS. IN NO EVENT WILL PALADIN BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT.

c. SUCH LIMITED WARRANTY SET FORTH ABOVE SHALL ONLY APPLY IF CUSTOMER (I) NOTIFIES PALADIN IN WRITING OF THE WARRANTY BREACH BEFORE THE EXPIRATION OF THE WARRANTY PERIOD; (II) HAS PROMPTLY INSTALLED ALL UPDATES, UPGRADES, AND/OR MAINTENANCE RELEASESPREVIOUSLY MADE AVAILABLE BY PALADIN; AND (III) AS OF THE DATE OF

NOTIFICATION, IS IN COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE PAYMENT OF ALL PRICES AND FEES THEN DUE AND OWING. Furthermore, such warranty as set forth above shall not apply to the extentthat the alleged breach and/or infringement arises and/or results from: (i) combination, operation, or use of the Equipment and/or Watchtower Products in or with, any technology(including any software, hardware, firmware, system, or network) or service not provided by Paladin or specified for Customer's use in the Documentation, unless otherwise expressly permitted by Paladin in writing; (ii) modification of the Equipment and Watchtower Products other than: (a) by Paladin in connection with this Agreement; or (b) with Paladin's express written authorization and in strict accordance with its written directions and specifications; (c) use of any version of the Equipment and/or Watchtower Products other than the most current version or failure to timely implement any modification, update, and/or replacement of such made available by Paladin; (d) negligence, abuse, misapplication, or misuse of the Equipment and/or Watchtower Products or Documentation; (e) use of the Equipment, Watchtower Products, and/or Documentation by or on behalf of Customer that is outside the purpose, scope, or manner of use authorized by this Agreement or in any manner contrary to the Documentation or Paladin's instructions; (f) events or circumstances outside of Paladin's commercially reasonable control (including any third-party hardware, software, or system bugs, defects,or malfunctions); and/or (iii) Open source components or other third-party materials.

d. Paladin exercises no control over the flow of information to or from the Application Service, Paladin's network, or other portions of the Internet. Such flow dependsin large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although Paladin will use commercially reasonable efforts to take actions Paladindeems appropriate to remedy and avoid such events, Paladin cannot guarantee that suchevents will not occur. ACCORDINGLY, PALADIN DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

11. Indemnification.

a. Paladin Indemnification.

i. PALADIN **DOES NOT INDEMNIFY**, DEFEND, OR HOLDHARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, **"LOSSES")** INCURRED BY CUSTOMER RESULTING FROM ANY THIRD-PARTY CLAIM, SUIT, ACTION, OR PROCEEDING **("THIRD-PARTY CLAIM")** THAT THE APPLICATION SERVICES, OR ANY USE OF THE APPLICATION SERVICES IN ACCORDANCE WITH THE AGREEMENT, INFRINGES OR MISAPPROPRIATES SUCH THIRD PARTY'S US PATENTS, COPYRIGHTS, OR TRADE SECRETS.

ii. Customer will notify Paladin promptly, in writing of any Third-Party Claim.

iii. If such a claim is made as stated above or appears possible, Customer agrees to permit Paladin, at Paladin's sole expense and discretion, to

1. (A) modify or replace the Paladin IP, or component or part of thePaladin IP, to make it non-infringing, or
2. (B) obtain the right for Customer to continue use.
3. (C) If Paladin determines that neither alternative is reasonably available, Paladin may terminate the Agreement in its entirety orwith respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, Paladin promptly refunds or credits to Customer amountsCustomer paid with respect to the Paladin IP that Customer cannot reasonably use as intended under the Agreement.
4. IF LEGALLY PRACTICABLE, ANY REFUND OWED BY PALADIN TO CUSTOMER WILL BE PRORATED, STARTING FROM THE DAY THAT ACTUAL NOTICE IS PROVIDED TO PALADIN IN WRITING OF ANY THEN EXISTING THIRD-PARTY CLAIM.
5. IN THE EVENT THAT PALADIN MUST UNWIND THE AGREEMENT AND REFUND CUSTOMER ALL PAYMENT(S), CUSTOMER MUST RETURN ALL EQUIPMENT PROVIDED IN THE SAME CONDITION IT WAS RECEIVED. IF THE EQUIPMENT IS DAMAGED, THE CUSTOMER AGREES TO ACCEPT THE REFUND OF ALL PAYMENT(S) LESS
   $35,000.00 PER DRONE AND DOCKING STATION, OR
   $25,000.00 PER DRONE ONLY.

b. Sole Remedy. THE AGREEMENT SETS FORTH CUSTOMER'S SOLE REMEDIES AND PALADIN'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL PALADIN'S AGGREGATE LIABILITY EXCEED
$2,000,000 TO CUSTOMER.

c. Customer Indemnification.

i. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER WILL INDEMNIFY, HOLD HARMLESS, AND, AT PALADIN'S OPTION, DEFEND OR REIMBURSE LEGAL FEES FOR PALADIN FROM AND AGAINST ANY CLAIMS OR LOSSES RESULTING FROM ANY THIRD-PARTY CLAIM. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER HEREBY RELEASES

AND FURTHER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD PALADIN, ITS RELATED ENTITIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (HEREIN COLLECTIVELY REFERRED TO AS THE "INDEMNITEE") FREE AND HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, PENALTIES, EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTIONS, SUITS OR OTHER LITIGATION (INCLUDING ALL COSTS THEREOF AND ATTORNEYS' FEES) OF EVERY KIND AND CHARACTER INCLUDING THOSE ASSERTED BY ANY THIRD PARTY, OR CUSTOMER (INCLUDING BUT NOT LIMITED TO, PERSONNEL OF THE CUSTOMER OR ITS ASSIGNEES, LICENSEES, SUBCONTRACTORS AND ALL OTHERS IN PRIVITY WITH CUSTOMER) INCLUING WITHOUT LIMITATION ANY CLAIMS ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY (HEREIN COLLECTIVELY REFERRED TO AS THE "LOSS") IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH (i) A BREACH OF THE WARRANTIES PROVIDED HEREIN BY THE CUSTOMER; (ii) THE OPERATIONS OR SERVICES RENDERED AND/OR PERFORMED OR TO BE PERFORMED BY THE PARTIES IN ACCORDANCE WITH THE AGREEMENT (iii)CUSTOMER'S PERSONNEL, SUBCONTRACTORS, AGENTS, AND LICENSEES;
(iv) USER-ERROR; OR (v) ANY NEGLIGENT ACTION, OMISSION, OR BOTH OF
THE INDEMNITEE RELATED IN ANY WAY TO THIS AGREEMENT, WHETHER THE INDEMNITEE IS NEGLIGENT IN WHOLE OR IN PART, AND EVEN WHEN THE LOSS IS CAUSED BY THE SOLE FAULT OR NEGLIGENCE (INCLUDING ACTS OR OMISSIONS THAT ARE CHARACTERIZED AS NEGLIGENCE PER SE, NEGLIGENCE PREMISED ON STRICT LIABILITY, OR OTHERWISE) OF THE INDEMNITEE. ANY PAYMENTS BY CUSTOMER UNDER THIS PARAGRAPH ON BEHALF OF THE INDEMNITEE SHALL BE IN ADDITION TO ANY AND ALL OTHER LEGAL REMEDIES AVAILABLE TO THE INDEMNITEE AND SHALL NOTBE CONSIDERED THE INDEMNITEE'S EXCLUSIVE REMEDY.

ii. When Customer Data, or any use of the Customer Data in accordancewith the Agreement, infringes or misappropriate ANY such third party's property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement or the State in which the product is used, and/ or Federal Law then Customer agrees to be solely liable and shall hold harmless Paladin. To the extent permitted by law Customer agrees to indemnify Paladin when: (i) Customer fails to comply with the Documentation, Specifications, and/or standards for operating the Watchtower Products and/or Equipment; (ii) any Intellectual Property Rights or other right of any person, or any law, is or will be infringed, misappropriated, or otherwise violated by any: (a) use or combination of the Watchtower Products by or on behalf of Customers or any of its representatives

with any hardware, software, system, network, service, or other matter whatsoeverthat is neither provided by Paladin nor authorized by Paladin in this Agreement andthe Documentation, or otherwise in writing; and (b) information, materials, ortechnology directly or indirectly provided by Customer or directed by Customer to be installed, combined, integrated, or used with, as part of, or in connection with the Watchtower Products, Equipment, and/or Documentation; (c) relating to all use, negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Customers or any of its representatives with respect to the Watchtower Products, Equipment, and/or Documentation or otherwise in connection with this Agreement; or (d) relating to useof the Watchtower Products, Equipment, and/or Documentation by or on behalf of Customer or any of its representatives that is outside the purpose, scope, or mannerof use authorized by this Agreement or the Documentation, or in any manner contrary to Paladin's instructions.

12. Term. Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

i. The Initial Term of the Agreement will begin on the Effective Date andend on the Final Term End Date of the Paladin Order Form;

ii. The Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non- renewal at least 30 days before the expiration of the then-current term.

1. After two renewals access to the Watchtower Portal is automatically revoked if not renewed by the End of the third Term.
2. The foregoing notwithstanding, this Agreement will survive for so long as any Paladin Order Form remains in effect. Paladin Order Form shall expire and/or terminate according to the termsset forth infra.

iii. each Renewal Term will be subject to the same terms and conditionsestablished under the Agreement, with any Fees determined in accordance with Paladin's then-current pricing packages published on Paladin's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

13. Termination. In addition to any other express termination right set forth in the Agreement:

i. Paladin may terminate the Agreement immediately if Customer breaches any of its obligations under the Agreement.

ii. Either party may terminate the Agreement, effective on written noticeto the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30

days, and the process to cure has not been initiated, after the non-breaching partyprovides the breaching party with written notice of such breach and demand to cureis sent to the address listed on the Paladin Order Form.

iii. IF:

1. Customer is a governmental entity, and
2. Sufficient funds are not appropriated to pay for Paladin's Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to Paladin.

iv. Additionally, either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if either party becomes subject voluntarily or involuntarily to any proceeding under any domestic bankruptcy.

v. If Customer has made its first Term payment for services covering 12-months, then in all cases of termination Customer will retain Legal Title to the hardware it obtained during that first Term. This includes all accessories provided to Client for the operation of the equipment, and all Services will terminate in accordance with this Agreement. If client purchases "Add-ons" at a later term, then Legal Title to the add-ons shall vest with Client upon full payment of the Active Term incorporating the add-ons. Furthermore, in the event a product is replaced by Paladin the replacement shall remain with Customer, andin all cases the Client shall return the original.

vi. Duties upon-termination. Following any termination, expiration, or cancellation of this Agreement or the licenses granted herein:
(i) immediately upon receipt of Paladin's instructions, Customer will destroy or send to Paladin (at Customer's expense) all copies of the Watchtower Software and the Documentation; (ii) Customer's rights to continue to use the Watchtower Products and Documentation shallimmediately cease; and (iii) all of Paladin's obligations hereunder shall cease (iv) all equipment in violation of subsection b(v) above must be returned to Paladin at the address provided at that time. As needed to accomplish the return and/or destruction of the Watchtower Software, Paladin may, in its sole discretion and at Customer's expense, provide services to assist Customer.

b. Survival. After this Agreement terminates or expires, the terms of this Agreement that expressly or by their nature contemplate performance after this Agreementterminates or expires will survive and continue in full force and effect. The termination of this Agreement for any reason will not release either Party from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination in accordance with this Agreement.

14. Independent Contractor. The parties to the Agreement are independent contractors.

This Agreement does not create a joint venture or partnership between the Parties, and neither Party is, by virtue of the Agreement, authorized as an agent, employee, orrepresentative of the other Party.

Customer shall make use of the services provided in accordance with the specifications of each Purchase Order as an independent contractor, having the sole rightto control the details of and manner for performance of the use except that the same mustbe performed in accordance with the training and scope of use defined in the Agreement. The parties to this Agreement recognize that this Agreement does not create any actual orapparent agency, partnership, franchise, or relationship of employer and employee between the parties. The Customer is not authorized to commit Paladin to any agreements,and Paladin is not authorized to commit the Customer to any agreements, and the Customer shall not represent itself as the agent or legal representative of the Paladin. Further, the Customer shall not be entitled to participate in any of the Paladin benefits, including without limitation any health or retirement plans. The Parties shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement. Paladin shall not be liable for taxes, Worker's Compensation, unemployment insurance, employer's liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Customer or any other person consulted or employed by the Customer in performing Services under this Agreement. All such costs shall be the Customer's responsibility. Parties acknowledges that this Agreement and all Purchase Orders and any other Agreed Orders are lump sum contracts, and that Customershall be solely responsible for all required withholdings including but not limited to taxes, social security taxes, and state unemployment taxes including but not limited to for Customer's employees, agents, or subcontractors, as well as all applicable sales taxes oruse taxes on labor provided and materials furnished. No Taxes will be collected or paid byPaladin under this Agreement, except as required by law.

Paladin does not provide Workers Compensation Insurance or Workers Compensation benefits for Customer or its employees. If requested, Customer will furnish Paladin with Certificates of Insurance showing Customer to be covered by Workers' Compensation Insurance in such amounts and types of coverage as Paladin may specify. It is Customer's sole responsibility to: (1) Assume all expenses for any job injury or illness occurring to Customer or any of its employees, agents, officers, and others working under its direction; (2) provide safe working procedures for its employees; and when applicable
(3) comply with the requirements of the Occupational Safety and Health Act of 1970 (OSHA). CUSTOMER WARRANTS THAT IT IS ADEQUATELY INSURED FOR INJURY TO ITS EMPLOYEES AND OTHERS INCURRING LOSS OR INJURY AS A RESULT OF THE ACTS OF CUSTOMER OR ITS EMPLOYEES OR SUBCONTRACTORS. CUSTOMER SHALL MAINTAIN ALL WORKERS' COMPENSATION AND LIABILITY INSURANCE AT ALL TIMES WHILE MAKING ANY USE OF SERVICES OREQUIPMENT.

15. Choice of Law and Mandatory Venue. This Agreement shall be construed in accordance with the laws of the state of New Mexico. CUSTOMER FURTHER HEREBY ACKNOWLEDGES, CONSENTS, STIPULATES, AND AGREES THAT ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS OR CAUSES OF ACTIONS RELATING TO THIS AGREEMENT, ANY WORK PERFORMED BY THROUGH OR UNDER CUSTOMER, OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT INCLUDING WITHOUT LIMITATION THE VALIDITY, PERFORMANCE, INTERPRETATION, ENFORCEMENT ORANY COMBINATION THEREOF, SHALL BE SUBMITTED EXCLUSIVELY TO THE JURISDICTION OF THE STATE OF New Mexico OR FEDERAL COURT. CUSTOMER IRREVOCABLY WAIVES THAT ANY PROCEEDING BROUGHT IN DELAWARE HAS BEEN BROUGHT IN AN INCONVENIENT OR IMPROPER FORUM.

16. Mediation-Arbitration. Parties agree that all disputes, controversies or claims including any arising out of or relating to Services or Equipment provided by Paladin, its assignees or subcontractors, any warranties (express or implied), any issues or matters arising out of or related to this Agreement, or questions as to its interpretation including any breach thereof (herein referred to collectively as a "Dispute") may be submitted to non- binding mediation.

17. Entire Agreement: Order of Precedence. The Paladin Order Form, and the Incorporated Documents

constitute the complete Agreement between the parties and supersede any prior discussion or representations relating to or regarding the Customer's purchase and use of the Services and equipment. To the extent any conflict exists betweenthe terms of the Agreement, the documents will govern in the following order or precedence:
(1) the Paladin Order Form (2) the Customer Terms (i.e., Exhibit C), (3) the Terms & Conditions herein (i.e., Exhibit B), and (4) Paladin Quote (i.e., Exhibit A). No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way. There are no additional agreements of any kind between the parties with respect to the subject matter

hereof. No waiver, amendment, modification or release of any term or provision of this Agreement shall be deemed to have been given or made unless expressly set forth in a written document signed by each of the parties hereto.

18. Waiver. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.Except where otherwise specified in writing by the Parties, the rights and remedies grantedto a Party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the party may possess at law or in equity.

19. **Amendments And Right to Update**: No amendment to the Paladin Order Form, or the Incorporated Documents will be effective unless it is in writing and signed by an authorized representative of each party. This Agreement may not be supplemented,amended, and/or modified at any time unless the parties hereto execute a written agreement that must— (i) be in a mutually agreed upon written or electronic format, (ii) must be clearly designated as an amendment, addendum, or modification, and (iii) must be signed by an authorized representative of each party. The Parties stipulate and agree that an exchange or series of written or electronic correspondences shall not be deemed to be such a written instrument, for supplemental, amendment or modification purposes. Notwithstanding the aforementioned, Paladin may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services, however, no unilateral Paladin updates will have any effect to change the existing financial obligations of Customer until the end of an Active Term and following Customer's signed agreement thereto.

20. **Notices**. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a **"Notice")** must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission by the recipient), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, sent by recognized overnight courier (such as Federal Express), transmitted via facsimile transmission or mailed by certified or registered mail, return receipt requested, ina postage pre-paid envelope. Notices personally delivered or sent by overnight courier shallbe deemed given on the date of receipt, notices sent via facsimile transmission shall be deemed given upon transmission and confirmation of receipt and notices sent via certified mail in accordance with the foregoing shall be deemed given when delivered (whether accepted or refused) as established by the U.S. Postal Service return receipt.

21. **Force Majeure**. Except for any obligations to make payments, In no event will eitherparty be liable to the other party, or be deemed to have breached the Agreement, for any

failure or delay in performing its obligations under the Agreement , if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest,strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law orany action taken by a governmental or public authority, including imposing an embargo.

22. **Severability.** If any provision of the Agreement is invalid, illegal, or unenforceable inany jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term orprovision of the Agreement or invalidate or render unenforceable such term or provision inany other jurisdiction.

23. **Assignment.** Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonablywithheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit ofthe parties and their permitted successors and assigns. Notwithstanding the aforementioned, if Customer's assignment requires additional services beyond that which were negotiated then Customer and its assignee shall be liable for any additional costs incurred by Paladin to provide the Agreed service(s) during an Active Term.

24. **Marketing**. Subject to Section seven (7) supra, neither party may issue press releases related to the Agreement, conversations, or activities, without the other party's priorwritten consent. However, either party may include the name and logo of the other party inlists of customers or vendors.

25. **State-Specific Certifications & Agreements.** To the extent required under the lawsof the Governing State, Paladin hereby certifies and agrees as follows:

a. Paladin is not presently debarred, suspended, proposed for debarment, declaredineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State where services aresought;

b. Paladin will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law.

c. Execution. Any document executed and delivered in connection with theAgreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is

deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

26. **Legal Compliance.** Customers agree to comply with applicable laws with respect to the ownership, possessions, and operation of the Equipment. The parties acknowledge and agree that the legal regulation of unmanned drones is evolving, and the parties shall cooperate to seek to comply with applicable laws. The Watchtower Products, Equipment, and all services provided hereunder are subject to all applicable export control laws and regulations, including without limitation those of the United States government. Customer and Authorized Users agree that not to directly or indirectly export, re-export, divert, release, provide access to, transfer or disclose such, or any derivative thereof, to any prohibited or restricted destination, end-use or end-users or to anyone who requires a United States export license or other license, except in accordance with all relevant exportcontrol laws and regulations which may require it to obtain necessary licenses, approvals or permissions from the appropriate US governmental authority and all required foreign authorities prior to undertaking such activities.

27. **Watchtower Software License.**

a. Grant of License. Paladin shall grant a license of the Watchtower Software to the Customer in accordance with the terms and conditions outlined in this Agreement.

b. FAA Regulatory Waivers. Paladin will assist the Customer in acquiring FAA regulatory waivers. Except for transfers by error, the Customer shall hold Legal Title to those documents upon their transfer. Paladin will assist the customer in renewing these waivers during the Active Terms of the agreement. The process used to acquire the waivers is confidential information and cannot be shared with any 3rd party without the express permission of Paladin.

28. **Watchtower Software License**. Conditioned upon compliance with the Use Restrictions in Section 2, and payment of all fees then due, and compliance with all other terms and conditions hereof, Paladin shall grant to Customer, during any Active Term of this Agreement, a limited, non-exclusive, revocable, non-sublicensable, and non-transferable license to use the Watchtower Software.

29. **Insurance.**

a. Customer warrants that it will maintain insurance coverage in accordance with its use and operations and that in the event that Customer's insurance is not able to cover the full extent of the damages or claim that Paladin's insurance shall be called upon to cover the remaining balance of a claim. Notwithstanding the aforementioned, if the claim is not one in which Paladin's coverage may extend, then Customer shall be solely liable for any such claim or damages.

b. Customer will maintain coverage with an aggregate limit of not less than $2,000,000.00, per occurrence; and upon Paladin's request will provide proof.

c. Paladin shall maintain coverage with an aggregate limit of not less than $2,000,000.00 per occurrence.

d. Subject to section "a" supra, Paladin's insurance shall pay damages relating to bodily injury or property damage subject to its insurance policy which Customer may request a copy of at any time.

e. Customer understands that Paladin's coverage shall not apply to: (1) loss of use of any aircraft, drone, or otherwise, which is for a period of less than forty-eight hours; (2) sums attributable to any period an aircraft is not available for flight operations for reasons other than a grounding, or would not have been available for flight operations if no grounding had occurred; (3) loss of use of any aircraft occurring during the period that Paladin did not use all reasonable means to correct and eliminate the cause of the loss of use; (4) loss of use of any aircraft attributable to a culpable failure by Paladin to perform any obligation with respect to making available or delivering products to the owner or operator of such aircraft; (5) loss of use of any military derivative of a civil aircraft unless the grounding also applies to the civil aircraft; (6) loss of use of any launch vehicle, spacecraft product or missile; (7) loss of use of any aircraft operated by Paladin or in its care, custody or control other than aircraft temporarily in Paladin's care, custody or control for modification, repair or inspection relating to grounding; (8) loss of use of any aircraft owned by or loaned to Paladin. For the purposes of this exclusion, any aircraft as to which Paladin has retained title pursuant to a conditional sales contract, chattel mortgage or similar lien, a lease agreement, a consignment agreement or similar contract of bailment, shall be deemed not to be owned by Paladin; (9) any liquidated or stipulated damages or penalties which Paladin is obligated to pay by reason of any contract or agreement, but this exclusion does not apply to any obligation it would have had in the absence of such contract or agreement.

f. Customer is aware that the aforementioned instances where coverage shall not apply are not every instance where the coverage does not apply and that it is the responsibility of Customer to familiarize itself with the limitations of Paladin's insurance policy.

g. Paladin makes no representations to Customer relating to which policy it shall acquire and only requires that the insured obtain a policy that is sufficient to meet the foreseeable liabilities under Customer's intended use and operation of any provided equipment, software, or service.

h. In accordance with section 30, if Paladin is legally obligated to pay damages because of bodily injury or property damage, Paladin's insurance shall have the right and duty to defend any suit seeking those damages.

30. **Consideration of services.** Paladin agrees to provide the services set forth in the Paladin Order Form, and Incorporated Documents. Customer agrees to make all payments in a timely manner pursuant to Section four (4) supra, and cooperate and abide by the requirements and standards, as set forth in this Agreement.

31. **Data Use**. Paladin retains all rights to any data obtained from the provision of the products and services hereunder, including any copyright subject to the following (a) Paladin will only use personally identifiable data (including precise geolocation data), as defined under applicable law, for its internal analytical purposes (e.g., to improve its services), and (b) Paladin will use photographs or videos for its internal purposes and the improvement of services, such as demonstration or marketing, in each case subject to applicable laws (data described in (a) and (b) referred to as "**Data**"). Paladin grants Customer the right to use Data collected from the Services for its own internal purposes, subject to applicable laws. In addition, and without limiting Paladin's restrictions above,

Paladin agrees that it will not resell any Data to any other person or entity without the priorexpress written permission of the Customer.

32. **Headings**. The parties agree that the captions, headings, and/or titles used in thisAgreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

33. **No Third-Party Beneficiaries**. This Agreement is intended for the benefit of the parties hereto, and those specifically referenced herein, and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. The terms and provisions of this Agreement shall not inureto the benefit of any other third person or entity not a signatory to this Agreement.

34. **Joint Participation.** The parties hereto have participated fully in the negotiation and preparation of this Agreement and this Agreement shall not be more strictly construedagainst either Customer or Paladin.

35. **Counterparts**. This agreement may be executed in one or more counterparts, eachcounterpart being an original.

36. **Confidentiality.** The information contained in the Agreement is considered confidential by the Parties. Neither Party shall disclose to any other third party the termsand conditions contained in this Agreement, except as required by law, and except disclosure to their respective employees, agents and advisors on an as-needed basis.

37.

38. **Authority.** Each person executing this Agreement warrants, in his/her individual capacity, that he or she has full legal authority to execute this Agreement for and on behalfof the respective parties and to bind such parties.

Exhibit C

Additional Terms and Conditions

PALADIN

Roswell Police Dept, NM

Roswell Police Dept, NM
PO Box 1994
Roswell, NM 88202
US

Michael Fry
m.fry@roswell-nm.gov
(575) 624-6770 ext. 4171

Reference: 20250311-141831730
Quote created: March 11, 2025
Quote expires: May 30, 2025
Quote created by: Josh Nassau

josh.ny@paladindrones.io

Comments from Josh Nassau

The referenced Quote provides an all-inclusive pricing package with an annual subscription fee for a five (5) year term.

Negotiated discount of 9% on annual recurring line items based on 5 year agreement. Honoring $30,000 discount on second docking station one-time purchase

Annual Pricing is as follows:
Year 1: $123,270
Year 2: $93,270
Year 3: $93,270
Year 4: $93,270
Year 5: $93,270

Products & Services

Item & Description	Quantity	Unit Price	Total
Premium DFR Package (VO Model) The Premium DFR Package is an all-inclusive base annual subscription fee which includes one (1) EXT Module, connectivity for one (1) drone to Watchtower Software, one (1) Paladin ADS-B Receiver system, FAA and BVLOS (Visual Observer Model) Compliance review and set-up, delivery, implementation, training, customer support, unlimited users, unlimited data storage, unlimited maintenance, repairs, and battery replacements. The Premium Package also provides connectivity for up to three (3) Livestream Drones.	1	$37,000.00 / year	$33,670.00 / year after 9% discount for 5 years
Add-On Docking Station (Premium DFR) The Add-On Docking Station is an all-inclusive annual subscription fee which includes the integration and connectivity for one (1) Docking Station to Watchtower Software under the Premium DFR Package. This add-on connectivity includes unlimited maintenance & repairs and replacements on the device.	3	$12,000.00 / year	$32,760.00 / year after 9% discount for 5 years
Add-On Drone (Premium DFR) The Add-On Drone is an all-inclusive annual subscription fee which includes one (1) EXT Module and connectivity for one (1) drone to Watchtower Software under the Premium DFR Package. This add-on connectivity includes annual battery replacements when the drone or batteries are purchased through Paladin.	2	$12,000.00 / year	$21,840.00 / year after 9% discount for 5 years
Add-On Drone (Premium DFR) The Add-On Drone is an all-inclusive annual subscription fee which includes one (1) EXT Module and connectivity for one (1) drone to Watchtower Software under the Premium DFR Package. This add-on connectivity includes annual battery replacements when the drone or batteries are purchased through Paladin.	1	$12,000.00 / year	$5,000.00 / year after $7,000.00 discount for 5 years

Item & Description	Quantity	Unit Price	Total
Add-On Livestream Drone The Add-On Livestream Drone is an all-inclusive annual subscription fee which includes: • Watchtower connectivity to one (1) compatible select drone (sold separately) for Livestreaming via SMS and URL link This product also includes Unlimited Cloud Data Storage for the subject drone.	3	$2,000.00 / year	$0.00 / year after $6,000.00 discount for 5 years
DJI Dock 1 Set (+M30T) DJI Dock 1 Set which inclues a DJI M30T + Batteries + RC, one time purchase	2	$30,000.00	$30,000.00 after $30,000.00 discount

Annual subtotal	$93,270.00 after $21,730.00 discount
One-time subtotal	$30,000.00 after $30,000.00 discount
Total	**$123,270.00**
Total contract value	**$496,350.00**

Purchase terms

Questions? Contact me

Josh Nassau
josh.ny@paladindrones.io

Paladin Drones, Inc.
10200 Richmond Ave
STE 272
Houston, Texas 77042
United States

Oct 17, 2024

Divyaditya Shrivastava
Paladin Drones Inc.
10200 Richmond Ave, STE 270
Houston, TX 77082

PH. (770) 900-7643

Roswell Procurement Department, NM:

This letter serves the purpose to establishing that Paladin Drones Inc. is currently the "Sole Source" of the following suite of items and services in the drone industry:

DESCRIPTION OF ITEMS AND SERVICES

To the best of our knowledge, Paladin Drones Inc. is currently the only source of the following suite of items and services listed below, and no other company or firm sources and sells / licenses such a suite of items and services at any other price level, the quoted price being Paladin's universal sales price (USP).

- **EXT LTE Module:** Paladin is the only company in the United States that is able to connect drones to a cellular network. No other company can provide this service today. All other drones operate on a radio frequency (RF) via controller.
- **Paladin Watchtower:** Our integrated software allows the user to use their laptop device to:
    - LTE Cellular Remote Operational Controls
    - Streaming over LTE Cellular
    - Dock Integration
    - Autonomous flight

While there are other drone distributors and providers, Paladin provides a unique offering that differentiates it from having a "competitive edge" over its competitors, but rather as a Sole Source provider.

If there are any additional questions or materials that can be provided, please do not hesitate to let us know.

Sincerely,

Divyaditya Shrivastava, CEO

Divyaditya Shrivastava

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 15.
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 25-XX:Disposal of Certain Surplus Personal Property - consider recommending adoption of Resolution 25-XX to dispose of certain surplus personal property listed on the attachment. **(Gomez)**

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. This list is vehicles and equipment that have been either totaled by insurance, stolen or ready for auction because the repairs needed exceed the asset value. Exhibit B: items valued at more than $2,500. This list is vehicles and equipment that have been either totaled by insurance or deemed to have exceeded life expectancy with the City.

FINANCIAL CONSIDERATION:
If there are no bids on these items at the set minimum, the minimum may be re-evaluated and the items will be relisted until sold. If an item still receives no bids, it will be recycled or disposed of in another acceptable manner.

LEGAL REVIEW:
No legal review required at this time.

BOARD AND COMMITTEE ACTION:
Finance Committee will be the first to hear this item.

STAFF RECOMMENDATION:
Consider recommending approval of Resolution 25-XX authorizing the Disposal of Certain Surplus Personal Property to City Council.

Attachments

Resolution 25-XX
DCSPP List

RESOLUTION 25-XX

A RESOLUTION AUTHORIZING THE DISPOSAL OF CERTAIN SURPLUS PERSONAL PROPERTY

WHEREAS, the City is the owner of certain personal property, listed in Exhibits A and B to this Resolution; and

WHEREAS, NMSA 1978 § 3-54-2, authorizes the City to dispose of personal property at public or private sale; and

WHEREAS, the City has no use for the said personal property and wishes to dispose of the property, pursuant to § 3-54-2.

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

1. The City has no use for the personal property listed in Exhibit A and B.

2. Each item of personal property listed in Exhibit A, has a value of $2,500.00 or less, as shown in the Exhibit, and may be sold at a public or private sale for cash without further notice, as provided in Section 3-54-2(A).

3. The personal property listed in Exhibit B may be sold at a public or private sale, upon notice published twice in the Roswell Daily Record, not less than seven days apart, with the last publication not less than fourteen days prior to the sale, as provided for in Sections 3-54-2(B) and (C).

4. Disposal of the personal property listed in Exhibit A and B is hereby authorized, pursuant to NMSA 1978 § 3-54-2.

PASSED, ADOPTED, SIGNED, and APPROVED the 10th day of April 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

DRAFT

CITY OF ROSWELL
ASSET DISPOSAL LIST
FY2025 RESOLUTION 25-XX
APRIL 3, 2025

EXHIBIT B - VALUES MORE THAN $2,500

DEPT	REMOVAL TYPE	DESCRIPTION	COMPUTER SANITIZED Y OR N	PURCHASE COST	SERIAL OR VIN #	TAG #	ASSET #	DEPRECIATED VALUE	ESTIMATED VALUE		AUCTION RESERVE	MINUMUM PRICE
POLICE	AUCTION	2015 CHEVROLET TAHOE		$ 29,790.00	1GNLC2ECXFR631689	31689	14738	$ -	$ 14,425.00	*	$ 4,800.00	$ 2,900.00
POLICE	AUCTION	2016 CHEVROLET TAHOE		$ 33,498.00	1GNLCDEC1GR345260	45260	23217	$ -	$ 16,775.00		$ 4,100.00	$ 1,800.00
POLICE	AUCTION	2016 CHEVROLET TAHOE		$ 33,498.00	1GNLCDEC5GR348047	48047	23218	$ -	$ 17,050.00	*	$ 3,000.00	$ 2,000.00
POLICE	AUCTION	2017 FORD EXPLORER		$ 6,500.00	1FM5K8AT9HGA89492	89492	26004	$ 1,300.02	$ 9,925.00	*	$ 2,400.00	$ 1,500.00
POLICE	TOTALED	2021 DODGE DURANGO (ACCIDENT)		$ 34,690.00	1C4SDJFT7MC724728	24728	26157	$ 16,188.62	$ 28,700.00	*	FROM NMSIF	N/A
FIRE	TRADE-IN	2018 DODGE RAM 2500		$ 37,941.00	3C6TR5CJ8JG340733	711	25191	$ -	$ 21,500.00		FROM MELLOY	N/A
FIRE	TOTALED	2022 PIERCE SABER PUMPER (FLOOD 10/19/2024)		$ 633,458.00	4P1BAAFFXNB024686	ENGINE 5	26377	$ 432,863.03	$ 633,458.00		FROM NMSIF	N/A
AIR CENTER	AUCTION	1990 GMC/WHITE DUMP TRUCK		$ 12,861.00	4V2SCBJG7LU507317	817	1100	$ -	$ 16,000.00		$ 4,000.00	$ 4,000.00
STREETS	AUCTION	2005 GMC C7500 PAVING TRUCK		$ 57,473.00	1GDK7E1355F529129	1230	7522	$ -	$ 18,900.00	*	$ 4,725.00	$ 2,800.00
TRANSIT	TOTALED	2015 CHEV EXPRESS VAN ARBOC BUS (ACCIDENT)		$ 99,865.00	1GB6G5BG2F1228201	947	14975	$ -	$ 6,330.00		FROM GEICO	N/A
TRANSIT	AUCTION	2013 FORD E-450 GLAVAL BUS		$ 76,869.00	1FDXE4FS3DDA08510	944	13540	$ -	$ 11,214.00	*	$ 5,000.00	$ 500.00
TRANSIT	AUCTION	2015 CHEV G5500 ARBOC SOF BUS		$ 114,712.00	1GB6G5BG3F1116930	946	14634	$ -	$ 11,645.00	*	$ 5,000.00	$ 500.00
TRANSIT	AUCTION	2017 CHEV EXPRESS ARBOC SOF BUS		$ 108,568.00	1GB6GUBG4H1184201	949	24689	$ -	$ 14,082.00	*	$ 5,000.00	$ 500.00
WWTP	TOTALED	2018 CASE 621G LOADER (FLOOD 10/19/2024)		$ 147,687.00	JEEN0621PJF243687	385	25032	$ 12,307.26	$ 1,000.00		$ 500.00	$ 500.00

* ESTIMATED FROM BEENVERIFIED

CITY OF ROSWELL
ASSET DISPOSAL LIST
FY2025 RESOLUTION 25-XX
APRIL 3, 2025

EXHIBIT A - VALUES LESS THAN $2,500

DEPT	REMOVAL TYPE	DESCRIPTION	COMPUTER SANITIZED Y OR N	PURCHASE COST	SERIAL OR VIN #	TAG #	ASSET #	DEPRECIATED VALUE	ESTIMATED VALUE		AUCTION RESERVE	MINUMUM PRICE
									$ -		$ -	$ -
POLICE	TOTALED	2003 FORD CROWN VICTORIA (ACCIDENT)		$ 20,413.36	2FAFP71W73X132332	249	2796	$ -	$ -		$ -	$ -
POLICE	TOTALED	2003 FORD CROWN VICTORIA (ACCIDENT)		$ 20,413.36	2FAFP71W53X132345	228	2812	$ -	$ -		$ -	$ -
FINANCE	AUCTION	2008 CHEVROLET UPLANDER VAN		$ 32,700.00	1GBDV13W78D185715	503	8442	$ -	$ 1,850.00		$ 500.00	$ 500.00
FIRE	STOLEN	2010 DELCO V71 TRAILER (NOT INSURED)		$ 1,450.00	5WWV71222A6001292	AIR-1	9638	$ -	$ -		$ -	$ -
FIRE	TOTALED	2012 CHEVROLET EXPRESS (FLOOD 10/19/2024)		$ -	1GB6G5CL0C1107058	N/A	N/A	$ -	$ -		$ -	$ -
CEMETERY	AUCTION	2008 KUBOTA RTV900 (NEEDS ENGINE)		$ 14,448.00	KRTV900A71083879	597	8008	$ -	$ 2,500.00		$ 750.00	$ 750.00
								$ -	$ -		$ -	$ -

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 16.
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:

Consider recommending authorization for approval to issue a purchase order in the amount of $262,661.55 for the purchase of three SCBA compressors from Municipal Emergency Services. **(Chavez)**

- Funding Source - Account 22654125-817505, the money allocated and already received from the State of New Mexico.

BACKGROUND:

Initiated by: Steve Chavez

The fire department was awarded funds from the State Fire Marshal Office grant in 2024 for the purchase of multiple SCBA Compressors. These compressors will be located at strategic fire stations throughout the City of Roswell including the fire training facility.

FINANCIAL CONSIDERATION:

Account 22654125-817505, the money allocated and already received from the State of New Mexico.

LEGAL REVIEW:

Legal review not required at this time.

BOARD AND COMMITTEE ACTION:

Heard at Public Safety Meeting on March 18, 2025, voted 5-0.

STAFF RECOMMENDATION:

Staff recommends the authorization to issue a PO for the purchase of the SCBA Compressors

Attachments

quote 1
Quote 2
Quote 3
info
info
info
info

(877) 637-3473

Quote

Quote #	QT1893439
Date	02/11/2025
Expires	02/26/2025
Sales Rep	Arreola, Hugo A
PO #	RevolveAir Compressor 20 HP
Shipping Method	FedEx Ground
Customer	Roswell Fire Department (NM)
Customer #	C55326

Bill To

Accounts Payable
Roswell Fire Department
200 S. Richardson
Roswell NM 88203-5730
United States

Ship To

Fernando Garcia
Roswell Fire Department
200 S RICHARDSON AVE
ROSWELL NM 88203-5730
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
RSF-3322A401			RevolveairWAttachedStorage, StationaryWAutoCascade, 4 bank auto cascade with attached storage, CGA Adapter	1	$21,898.59	$21,898.59
RSC-05045101			7000 psi 5 Stage Compressor 20 Horsepower, 460 Volt/ 3 Phase/ 60Hz, CO Monitor with Cal Kit, English	1	$50,410.78	$50,410.78
8BA711 7000			ASME 7500 with Valves and Fittings L-Forged end AB-Spun End Color Mapp Yellow	4	$4,975.53	$19,902.12
RSS-00A40000			No Rack, 4 Bank Auto Cascade, No HP Storage Hoses Needed, None	1	$528.68	$528.68
Compressor Install			Site survey, install, operate, leak test, train & perform air sample with written report.	1	$2,750.00	$2,750.00

Source Well Contract 011824 expires 3-29-28
Price increase effective 2-28-25.

Subtotal	$95,490.17
Shipping Cost	$2,340.00
Tax Total	$0.00
Total	$97,830.17

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1893439

(877) 637-3473

Quote

Quote #	QT1893452
Date	02/11/2025
Expires	02/26/2025
Sales Rep	Arreola, Hugo A
PO #	RevolveAir Compressor 10 HP Single Phase
Shipping Method	FedEx Ground
Customer	Roswell Fire Department (NM)
Customer #	C55326

Bill To

Accounts Payable
Roswell Fire Department
200 S. Richardson
Roswell NM 88203-5730
United States

Ship To

Fernando Garcia
Roswell Fire Department
200 S RICHARDSON AVE
ROSWELL NM 88203-5730
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
RSF-3322A401			RevolveairWAttachedStorage, StationaryWAutoCascade, 4 bank auto cascade with attached storage, CGA Adapter	1	$21,377.19	$21,377.19
RSC-04025101			7000 psi 5 Stage Compressor 10 Horsepower, 208-230 Volt/ 1 Phase/ 60Hz, CO Monitor with Cal Kit, English	1	$45,601.50	$45,601.50
8BA711 7000			ASME 7500 with Valves and Fittings L-Forged end AB-Spun End Color Mapp Yellow	2	$4,857.06	$9,714.12
RSS-00A40000			No Rack, 4 Bank Auto Cascade, No HP Storage Hoses Needed, None	1	$516.67	$516.67
Compressor Install			Site survey, install, operate, leak test, train & perform air sample with written report.	1	$2,750.00	$2,750.00

Source Well Contract 011824 expires 3-29-28
Price increase effective 2-29-25.

Subtotal	$79,959.48
Shipping Cost	$2,340.00
Tax Total	$0.00
Total	$82,299.48

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1893452

(877) 637-3473

Quote

Quote #	QT1907407
Date	02/20/2025
Expires	02/28/2025
Sales Rep	Arreola, Hugo A
PO #	RevolveAir Compressor 10 HP 3 Phase
Shipping Method	FedEx Ground
Customer	Roswell Fire Department (NM)
Customer #	C55326

Bill To

Accounts Payable
Roswell Fire Department
200 S. Richardson
Roswell NM 88203-5730
United States

Ship To

Fernando Garcia
Roswell Fire Department
200 S RICHARDSON AVE
ROSWELL NM 88203-5730
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
RSF-3322A401			RevolveairWAttachedStorage, StationaryWAutoCascade, 4 bank auto cascade with attached storage, CGA Adapter	1	$21,380.00	$21,380.00
RSC-04032101			7000 psi 5 Stage Compressor 10 Horsepower, 208-230 Volt/ 3 Phase/ 60Hz, CO Monitor, English	1	$45,419.80	$45,419.80
8BA711 7000			ASME 7500 with Valves and Fittings L-Forged end AB-Spun End Color Mapp Yellow	2	$4,858.00	$9,716.00
RSS-00A40000			No Rack, 4 Bank Auto Cascade, No HP Storage Hoses Needed, None	1	$516.10	$516.10
Compressor Install			Site survey, install, operate, leak test, train & perform air sample with written report.	1	$2,750.00	$2,750.00

Subtotal	$79,781.90
Shipping Cost	$2,750.00
Tax Total	$0.00
Total	$82,531.90

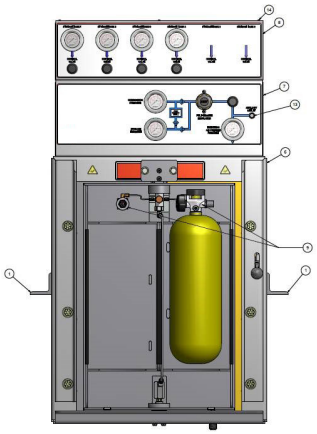
This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

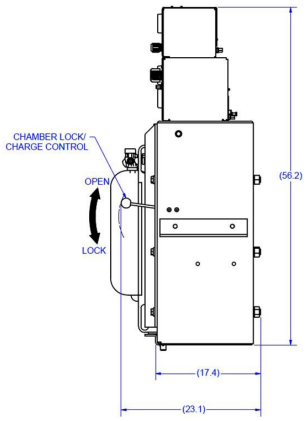
All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

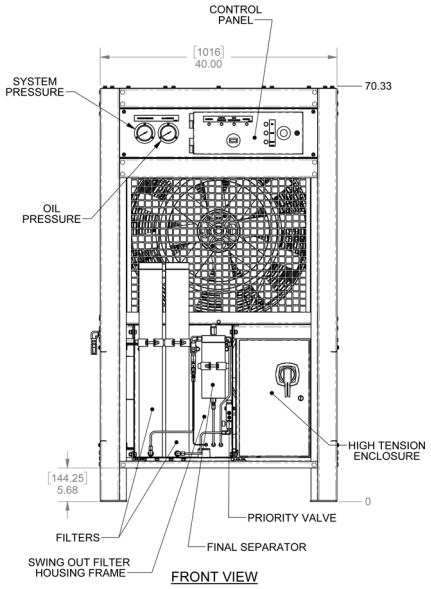
Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1907407

REVOLVEAIR
SYSTEMS







REVOLVEAIR FILL STATION

The revolutionary, patented RevolveAir fill station provides maximum safety and performance. The fill station simultaneously charges two breathing air cylinders within the protective chamber while two cylinders are being exchanged on the outside of the chamber. The unit comes complete with safety interlocks, safety gauges, charge and bleed valves, and a pressure regulator for automatic cylinder charging.

FEATURES

- Ergonomically designed
- Fills two cylinders while two are being exchanged
- Offers time savings over competitive charge stations - a minimum of 33% faster
- Designed with safety in mind
- Meets the NFPA 1901 containment standard
- Safety pressure gauges
- Auxiliary outlet unregulated back, regulated front

OPTIONS

- Smart Fill Auto Cascade System
- Cascade panels (2,3,4,5,or 6 banks)
- Auxiliary low-pressure regulator (300 psi/20 bar)
- Auxiliary high-pressure (6000 psi/413 bar)
- 2 or 4 integral storage tank rack
- SCUBA kit

REVOLVEAIR COMPRESSOR



- Five stage compressor - Available in 6,000 PSI or 7,000 PSI
- Low RMP technology
  (Long Life, Low Noise, High Efficiency/Reduced Heat)
- Vertical design
- Fully enclosed frame
- 10hp, 20hp, and 30hp compressor options
- Designed to UL standards
- Radial layout for reduced vibration and crank shaft loading
- Spin-on type oil filter
- Connecting rods with needle roller bearings
- Stainless steel valve assemblies on all stages
- Latest technology in valve and ring design
- Relief valves on 1st, 2nd, 3rd, & 4th, after cooler on 5th stage
- Pressurized oil lubrication system
- Cast iron block and cylinders
- Water separators on 2nd, 3rd, & 4th stages
- Designed and built in the USA

RevolveAir Systems
12 Turnberry Lane
Sandy Hook, CT 06482
1-877-MES-FIRE

RevolveAir Systems Smartfill Breathing Air Compressor

The system shall be designed to tie into the air storage/charge station module. This document describes the minimum requirements for a complete breathing air compressor system. The system shall be modular and capable of being supplied as one module as specified herein. The ability to separate the compressor module from the charge station is for operator safety.

Warranty
The equipment supplied shall be guaranteed to be new, of current design, and free of all defects in material and workmanship for a period of two years based on prescribed service and maintenance.

Air Compressor Construction

1. Compressor shall be 5 stage, air-cooled reciprocating compressor which is belt driven by an induction motor
2. Maximum pressure continuous duty is (6K) 6000psi/413.7 bar or (7K) 7000psi/482.63 bar
3. Delivery of high-pressure air shall be temperature only slightly above the ambient air temperature (Approximately 15°F (9.4°C) above ambient)
4. Reduction of moisture content and impurity levels in the air stream issuing from the last stage separator to CGA Grade "E" criteria by absorption, chemical reaction, and filtration in the purification subsystem.
5. Oil Pressurized system at 40 Psi, Oil mist lubrication for all cylinders, main, big, and small end rod bearings
6. Auto condensate drain system (ACD)
7. Multi-valve dump block design for ease of service consisting of four piston-type valves
8. Oil change only required every 200 hours
9. Auto condensate drain system service only required at 500 hours or one year
10. 12-blade high-velocity fan for cooling efficiency
11. Serviceable and re-buildable multi-ported reed valves & flat plates
12. Compressor shall be of a fully enclosed design
13. Cylinders shall have finned aluminum heads for superior heat dissipation 3rd and 4th stage only
14. Compressor shall have piston rings on all pistons
15. Flywheel shall be precision-balanced and fan-bladed for excellent cooling capacity
16. Enclosed all metal fan-blade guard
17. Modular construction to fit through a 36" door opening
18. Compressor shall utilize a pressurized oil lubrication system with a spin-on Oil Filter
19. Compressor shall have incorporated intercoolers and relief valves for all stages, and condensate traps after 2nd, 3rd, 4th, & 5th stage of compression.
20. Compressor and electric motor shall be mounted in a vertical format with a self-adjusting belt system.
21. Radial layout for reduced vibration
22. Stainless steel valves assemblies on all stages for long wear, excellent heat resistance and dissipation
23. Ductile iron connecting rods for high strength.
24. Needle bearings on connecting rods for added durability and reliability

RevolveAir Systems
12 Turnberry Lane
Sandy Hook, CT 06482
1-877-MES-FIRE

Calibration Kit for Carbon Monoxide Monitor

- Includes a calibration regulator and connection hose assembly
- 1ea 20PPM calibration gas cylinder and 1ea Zero PPM calibration gas cylinder (Optional). Complete instructions for proper calibration and a protective hard plastic carrying case that houses all kit components.

Purification System

1. The purification system shall consist of a mechanical oil/moisture separator and a final chemical purification chamber.
2. Purification chambers shall be constructed in aluminum alloy 7075-T6 as its anti-corrosive properties exceed all other chamber materials.
3. Purification system shall process a maximum of the following under ideal conditions: 90,000 scf of air per cartridge set (2 pieces) for the 20hp compressor or 40,000 scf of air per cartridge set (1 pieces) for the 10hp compressor, (3 piece)(140,000 scf) for additional filtration (Optional) remote add on.
4. Purified air shall be measured by the actual weight of Molecular Sieve. Electronic Dew point (DP) detection shall not be used as a means to claim extended chemical cartridge life.
5. 7000 PSI working pressure.
6. 4 to 1 safety factor.
7. 15 SCFM minimum flow capacity per purification chamber.

10 HP Air Compressor

1. Charge rate (12 scfm/340 lpm)
2. 1050 RPM
3. Electric ODP motor shall be 10 HP, single phase 208, 230; or three phase 208, 230, 460 volts at 60hz

20 HP Air Compressor

1. Charge rate (23.5 cfm/665 lpm)
2. 1050 RPM
3. Electric ODP motor shall be 20 HP, three phase 208, 230, 460 volts at 60hz

Controller Functions

1. Compressor Assembly

- Compressor start/stop (advise normal/alarm abnormal condition, auto shutdown if parameters exceeded)
- Discharge air pressure (advise normal/alarm abnormal condition, auto shutdown if parameters exceeded)
- Programmable Auto Condensate Drain control cycle drain function (advise normal/alarm abnormal condition, auto shutdown if parameters exceeded)
- Auto Drain/Cool Down Cycle ** (on each shutdown, pressure transducer deactivation or Stop button)
- Oil temperature and pressure (advise normal/alarm abnormal condition, auto shutdown if parameters exceeded)
- Display automatic service alerts for oil, air sample, CO calibration and purifier elements. optional

RevolveAir Systems
12 Turnberry Lane
Sandy Hook, CT 06482
1-877-MES-FIRE

- Multi-level user access control for security and safety.

2. Miscellaneous

- Total time on compressor assembly from manufacture date (advise time on command)
- Automatic calibration notification of CO monitors (advise procedure on command)

3. Alarms (AUDIO/VISUAL)

- High discharge air temperature - with automatic compressor “STOP”
- High discharge air carbon monoxide - with automatic compressor “STOP”
- High discharge air moisture (dew point) - with a “WARN” to advise a pending filter (purification cartridge) change; an “ALARM” with automatic compressor “STOP”
- Low oil level and/or pressure - with automatic compressor “STOP”

4. Special Features and Controls

- Demand Control **(In Automatic mode)
- “Emergency Stop” control mounted on the main control panel.

5. Display

- Final Output Pressure (0-10,000 psi)
- Oil Sight Level, Low Oil Pressure Gauge and Shut-Down
- Carbon Monoxide Level

Delivery, Installation and Training

The system shall be assembled and tested as a complete system at the factory prior to shipment. A factory test certificate shall be shipped with the system.

- The system shall be delivered FCA seller’s premise
- The system shall be set up, installed, and checked out at the user’s destination by the distributor
- The user shall receive training by the distributor on the operation and maintenance of the system as required

Options

- High and Low pressure auxiliary outlets
- SCUBA adapter: CGA to Yoke or DIN to Yoke

RevolveAir Systems
12 Turnberry Lane
Sandy Hook, CT 06482
1-877-MES-FIRE

RevolveAir Systems Compressor System

Built in the USA

PLC 24vdc Controls

System Design, Automatic or Manual Mode

Gauges on all stages and Oil

High Pressure and Oil Transducers

High Temperature Shutdown

Low Oil Pressure Shutdown

E-Stop

External Main Power Disconnect

Vertical Enclosed Compressor Frame

Removable Doors for 270 Degree Survivability

Self-Tightening Drive Belt

Frame will fit thru a 36" Door, 34w x 40w x 70h

Compressor Design to Provide Remote Intake Hook-up

6K or 7KTilt Filtration, ease of Cartridge Installation

6K Upgradable to 7K on Site

CO / Moisture Capable with Shutdown (Optional)

Standard Features: Compressor Pump

Five stages

Five Cylinder Radial

7500 Psi Compressor Design

Cast iron Block

Pressurized Oil lubrication system

Radial layout for reduced vibration

Connecting rods with need bearings

ASME Relief Valves on 1st, 2nd, 3rd & 4th Stage

Oil Filter, Spin-on type

RevolveAir Systems
12 Turnberry Lane
Sandy Hook, CT 06482
1-877-MES-FIRE

5 Quart Oil Capacity

Latest technology in Valve and Ring design

Stainless Steel Valves

Replaceable Piston and Sleeve on 4th and 5th Stages

Inter-coolers on 1st, 2nd, 3rd & 4th

Stainless Steel After-cooler on 5th stage

Designed and built in the USA

Benefits Low RPM technology:

Long life

Low noise, dB

High efficiency with reduced heat

Low RPM

SMART FILL R510 FIVE-STAGE

REVOLVEAIR SYSTEMS

HIGH PRESSURE COMPRESSOR



BENEFITS

- LONG LIFE
- LOW NOISE
- HIGH EFFICIENCY
- REDUCED HEAT

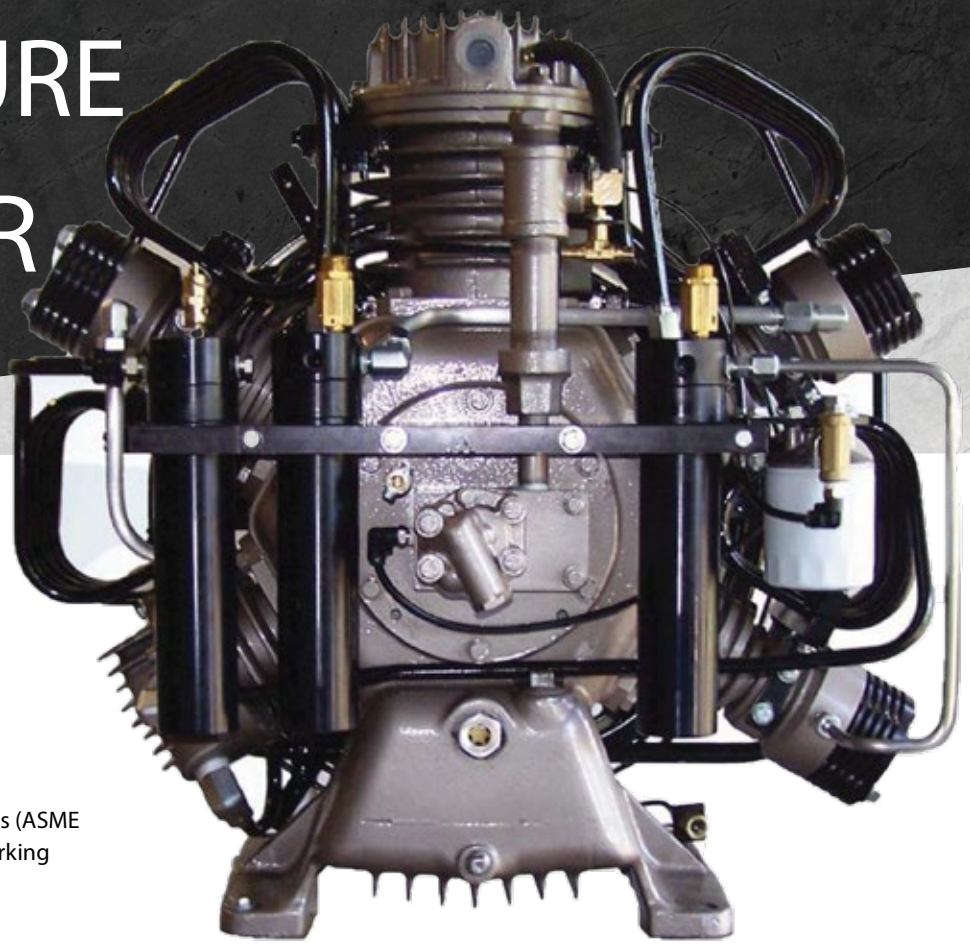
STANDARD FEATURES

- Five Stages
- Latest technology in valve & ring design
- Spin-on type oil filter
- Presurized oil lubrication system
- Cast Iron Block & Cylinders
- Designed & built in the USA
- Relief Valves on 1st, 2nd, 3rd & 4th Stage
- Connecting rods with needle roller bearings
- Stainless steel valve assemblies on all stages
- Radial layout for reduced vibration and crank shaft loading
- Intercoolers on 1st, 2nd, 3rd & 4th, after cooler on 5th stage
- Water separators on 2nd, 3rd & 4th stages

SMART FILL R510 FIVE-STAGE

REVOLVEAIR SYSTEMS

HIGH PRESSURE COMPRESSOR



DIMENSIONS

WIDTH 34" (side to side)

DEPTH 42" (front to back)

HEIGHT 68"

FAN DIAMETER 17.2"

1) Capacity is referenced to standard inlet conditions (ASME Standard) @ 80% of the compressor's maximum working pressure. Tolerance +5/-4%

2) Specifications are subject to change

5 CYLINDAR, 5 STAGE BREATHING AIR COMPRESSOR						
MODEL	MAX WORKING PRESSURE		CAPACITY (1)		MOTOR	
	psig	bar	scfm	l/min	hp	Kw
R510-6	6,000	414	12.5	354	10	7.5

5 CYLINDAR, 5 STAGE BREATHING AIR COMPRESSOR						
MODEL	MAX WORKING PRESSURE		CAPACITY (1)		MOTOR	
	psig	bar	scfm	l/min	hp	Kw
R510-7	7,000	517	12	340	10	7.5

OPTIONAL FEATURES

Oil Pressure Switch • ACD- Automatic Drain Block with Solenoid

SMART FILL R520/R530 FIVE-STAGE

REVOLVEAIR SYSTEMS

HIGH PRESSURE COMPRESSOR



BENEFITS

- LONG LIFE
- LOW NOISE
- HIGH EFFICIENCY
- REDUCED HEAT

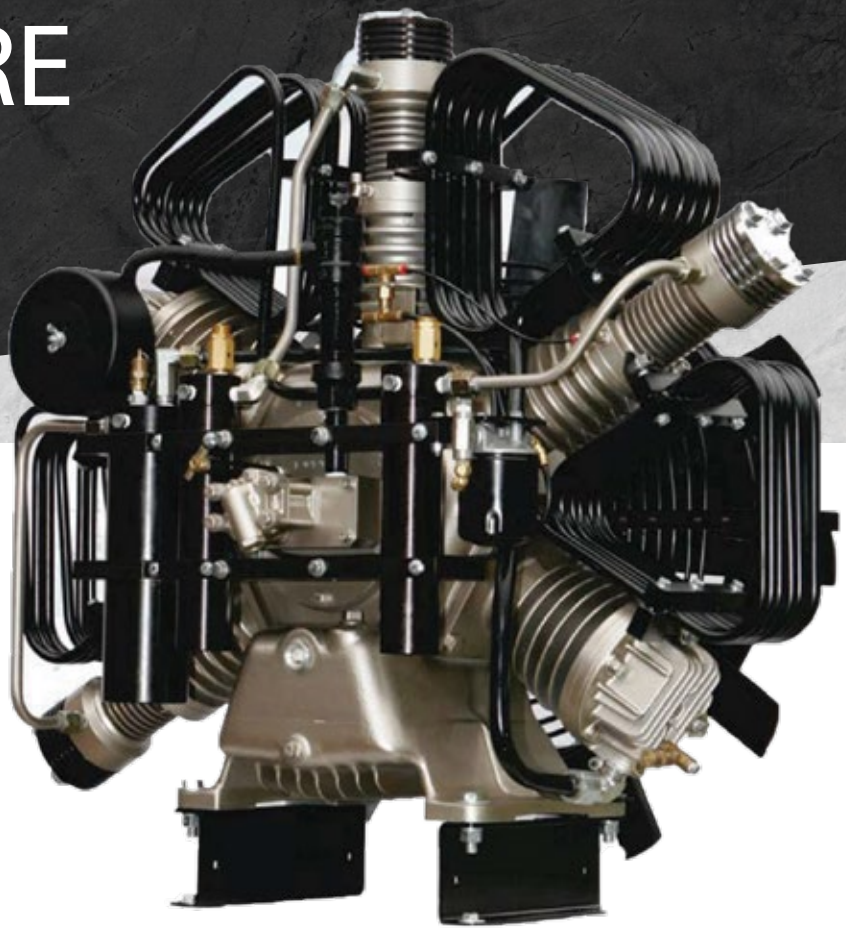
STANDARD FEATURES

- Five Stages
- Latest technology in valve & ring design
- Spin-on type oil filter
- Presurized oil lubrication system
- Cast Iron Block & Cylinders
- Designed & built in the USA
- Relief Valves on 1st, 2nd, 3rd & 4th Stage
- Connecting rods with needle roller bearings
- Stainless steel valve assemblies on all stages
- Radial layout for reduced vibration and crank shaft loading
- Intercoolers on 1st, 2nd, 3rd & 4th, after cooler on 5th stage
- Water separators on 2nd, 3rd & 4th stages

SMART FILL R520/R530 FIVE-STAGE

REVOLVEAIR SYSTEMS

HIGH PRESSURE COMPRESSOR



DIMENSIONS

WIDTH 34" (side to side)

DEPTH 42" (front to back)

HEIGHT 68"

FAN DIAMETER 29.5"

1) Capacity is referenced to standard inlet conditions (ASME Standard) @ 80% of the compressor's maximum working pressure. Tolerance +5/-4%

2) Specifications are subject to change

5 CYLINDAR, 5 STAGE BREATHING AIR COMPRESSOR						
MODEL	MAX WORKING PRESSURE		CAPACITY (1)		MOTOR	
	psig	bar	scfm	l/min	hp	Kw
R520-6	6,000	414	24	680	20	15
R530-6	7,000	414	36	1020	30	22.4

5 CYLINDAR, 5 STAGE BREATHING AIR COMPRESSOR						
MODEL	MAX WORKING PRESSURE		CAPACITY (1)		MOTOR	
	psig	bar	scfm	l/min	hp	Kw
R520-7	7,000	517	23.5	665	20	15
R530-7	7,000	517	34.8	985	30	22.4

OPTIONAL FEATURES

Oil Pressure Switch • ACD- Automatic Drain Block with Solenoid

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 17.
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:

Consider recommending authorization for approval to issue a purchase order in the amount of $740,030.00 for the purchase of one Class-A HME pumper from Municipal Emergency Services. **(Chaves)**

- Funding Source - $740,030.00 from insurance payment, fund- 11014121-817506 Capital vehicles- pending transfer of funds

BACKGROUND:

Initiated by: Steve Chavez

During the October 2024 flooding, the fire department lost four (4) Class A pumpers. Utilizing funding from the insurance, we are looking to replace one of the units.. We are currently operating out of reserve units that are dated and are out of NFPA compliance for frontline engines. The purchase of this apparatus will allow our frontline fleet to be NFPA compliant for pumper coverage.

FINANCIAL CONSIDERATION:

$740,030.00 from insurance payment, fund- 11014121-817506 Capital vehicles- pending transfer of funds

LEGAL REVIEW:

Being reviewed by City of Roswell Legal Department.

BOARD AND COMMITTEE ACTION:

Heard at Public Safety Meeting on March 18, 2025, voted 5-0.

STAFF RECOMMENDATION:

Recommends authorization for approval to issue a purchase order in the amount of $740,030.00 for the purchase of one Class-A HME pumper from Municipal Emergency Services.

Attachments

Quote

PROPOSAL TO
FURNISH FIRE APPARATUS

March 7th, 2025

Roswell Fire Department
Fire Chief Chavez
200 S Richardson
Roswell, NM 88201

MES hereby proposes to supply, subject to your acceptance of this proposal and the proper signing and execution of the attached contract or purchase order, by the parties thereto, the apparatus and equipment herein described and for the following prices listed below.

Three (1) Custom Pumper, Model 22 Premier on an HME 1871 Custom Chassis with all equipment as described in the attached MES proposal, for the sum of:

$740,030.00 each

This price includes an industry leading ***3-year bumper to bumper warranty***, delivery, NFPA apparatus familiarization at the buyer's location and a pre-delivery inspection by our certified technicians. The proposal also includes the Sourcewell Buying Cooperative fee.

No federal, state, or local taxes are included currently.

Delivery shall be approximately sixty (60) – seventy (75) days from the executed agreement, depending on the options selected.

All apparatus and equipment shall be manufactured in accordance with the attached specifications with the same specifications becoming a part of the contract. Only those items included in the attached proposal shall be supplied. Delivery shall be made within the time specified above after receipt and acceptance by MES of the properly signed and executed contract and addendum(s), The delivery time indicated is based on the best delivery knowledge available at this time. Delivery shall be contingent upon delays or failure to deliver from our suppliers, delays caused by, or resulting from labor problems, chassis shortages, strikes, fire, flood, accidents or other acts of God, or any other circumstances which are beyond the control of this corporation.

TERMS OF PAYMENT: All apparatus shall be paid for upon delivery of the completed apparatus.

All prices or quotations are subject to change or withdrawal unless accepted within 30 days from the date herein set forth.

Having multiple sales representatives and service capabilities in the State of New Mexico will serve the needs of the Roswell Fire Department for years to come.

Should you have any questions, please feel free to contact me.

Thank you!

Respectfully submitted,

Shannon Cherry
Apparatus Sales Manager NM
MES I Fire

APPARATUS SALES AGREEMENT

This Apparatus Sales Agreement ("**Agreement**") sets forth the terms and conditions under which MES. a Connecticut Company of 12 Turnberry Lane., Sandy Hook, CT 06482 ("**MES**") will sell an apparatus as further identified on ***Schedule A*** ("**Apparatus**") to the following buyer ("**Buyer**") and Buyer will purchase the Apparatus.

Buyer:

Roswell Fire Department
(Name of Buyer)

200 S Richardson
(Street)

Roswell NM 88201
(City) (State) (Zip)

Attention: Chief Steve Chavez

Telephone No. 575-500-2555

E-mail Address: s.chavez@roswell-nm.gov

This Agreement is comprised of this Signature Page, the attached ***Schedule A***, and the attached General Terms and Conditions.

The parties have executed this Agreement based on the dates of the signatures below.

MES (Municipal Emergency Services)

By: Shannon Cherry Digitally signed by Shannon Cherry Date: 2025.03.10 09:01:18 -06'00'
(MES Signature)

Shannon Cherry
(Type or Print Individual's Name)

Its: Apparatus Sales Manager NM
(Type or Print Individual's Title)

Date: March 7th, 2025

Roswell Fire Department
(Type or Print Buyer's Name)

By: _____
(Buyer Signature)

Chad Cole
(Type or Print Individual's Name)

Its: City Manager
(Type or Print Individual's Title)

Date: 3/11/2025

SIGNATURE PAGE

SCHEDULE A

APPARATUS INFORMATION

Apparatus Type:	(1) HME/MES Custom Pumpers on HME 1871 chassis
Date of Specifications:	9/26/2024
Price:	$740,030.00
Pre-Construction Conference Date: (if needed)	TBD
Expected Delivery Date:	(60) – (75) days depending on options selected
Additional Terms:	Payment upon delivery of apparatus

Options for Roswell NM Fire Department

CREW SEAT REMOVAL

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

EMS STORAGE COMPARMTENT

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

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

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

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

EMS COMPARTMENT LOCATION

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

EMS COMPARTMENT FINISH-BLACK

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

ROLL-UP DOOR

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

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

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

Options for Roswell NM Fire Department

ROLL-UP DOOR LATCH

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

ALUMINUM SHELVES - ADJUSTABLE - EMS COMPARTMENT

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

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

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

DRI-DECK MATTING - SHELVES

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

EMS COMPARTMENT LIGHTING

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

These lights shall be activated by the door switch.

110 VOLT RECEPTACLE

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

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

OUTLET CONFIGURATION

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

FRONT SCENE LIGHT LOCATION

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

Options for Roswell NM Fire Department

SCENE LIGHT MODEL

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

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

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

LIGHT HOUSING

Each lamphead shall be powder coated with a white finish.

SCENE LIGHT ACTIVATION

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

LOWERED CHASSIS CAB STEPS

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

GRAPHICS PACKAGE

CUSTOM REV DESIGNS, INC 22k Gold - Engine Turn
1" Striping - Cab length beneath windows, Hosebed length Front Cab Door - "Roswell Fire Dept. E-1 & E-6" - 28" x 12" Hosebed Top - "ROSWELL" - 8" Lettering
Front Cab - "RFD Founded 1889" - Split between left and right side - 16" x 5" approx. Installed

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 18.
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:

Consider recommending approval to issue a purchase order in the amount of $357,340.88 to Howe Medical for the purchase of eight (8) New Lifepak 35 cardiac monitors.

- Financial Impact: Revenue-Cash-Public Safety Fund GL 5500-114100 $357,340.88 and Expense-Capital Outlay Equipment GL 5500-4125-817505 $357,340.88.

BACKGROUND:

Initiated by: Steve Chavez

In order for the fire department to maintain its Advanced Life Support program through the state of NM, front line engines are required to carry cardiac monitors. Most monitors have a life expectancy of approximately 8 years. The last cardiac monitors purchased by the fire department were purchased in 2015. The Zoll cardiac monitors purchased at that time were refurbished models. This puts the age of refurbished models at 10 years old.

In order to consistently provide the best level of care for the citizens of Roswell, we are asking for approval to purchase 8 new cardiac monitors to outfit all first due apparatus.

FINANCIAL CONSIDERATION:

Financial Impact: Revenue-Cash-Public Safety Fund GL 5500-1147100 $357,340.88 and Expense-Capital Outlay Equipment GL 5500-4125-817505 $357,340.88.

LEGAL REVIEW:

Legal review not required at this time.

BOARD AND COMMITTEE ACTION:

Heard at Public Safety Meeting on March 18, 2025, voted 4-0.

STAFF RECOMMENDATION:

With the age of our refurbished cardiac monitors being over the 8-year life expectancy, we highly recommend the purchase of these new cardiac monitors.

Attachments

Quote

stryker

LP35 8 2025

Quote Number: 11084822

Version: 1

Prepared For: CITY OF ROSWELL FIRE DEPT

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Alexandra Howe

Email: alexandra.howe@stryker.com

Phone Number: (847) 224-5751

Mobile: (847) 224-5751

Quote Date: 03/12/2025

Expiration Date: 04/11/2025

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	CITY OF ROSWELL FIRE DEPT	Name:	CITY OF ROSWELL FIRE DEPT	Name:	CITY OF ROSWELL FIRE DEPT
Account #:	20003408	Account #:	20003408	Account #:	20003408
Address:	200 S RICHARDSON AVE	Address:	200 S RICHARDSON AVE	Address:	
	ROSWELL		ROSWELL		
	New Mexico 88203-5730		New Mexico 88203-5730		

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/ CELL/LN/CPRIN,STD,BT	8	$45,283.40	$362,267.20
2.0	11335-000001	LIFEPAK FLEX Lithium-Ion Battery	8	$551.00	$4,408.00
3.0	11140-000102	LIFEPAK FLEX Battery Charger	8	$1,653.00	$13,224.00
4.0	41335-000001	LIFEPAK 35 AC Power Adapter Kit	8	$1,377.50	$11,020.00
5.0	11140-000131	AC Power Cord (North America, hospital grade)	8	$59.51	$476.06
6.0	11996-000519	LNCS-II Reusable rainbow 8-wavelength Adult Sensor	8	$489.84	$3,918.71
7.0	11996-000520	LNCS-II Reusable rainbow 8-wavelength Pediatric Sensor	8	$538.88	$4,311.02
8.0	11160-000011	Reusable Cuff, Infant, 8-14 cm	8	$17.08	$136.65
9.0	11160-000013	Reusable Cuff, Pediatric, 13-20 cm	8	$19.29	$154.28
10.0	11160-000021	Reusable Cuff, Small, Adult, 18-26 cm	8	$22.04	$176.32
11.0	11160-000017	Reusable Cuff, Large, Adult, 32-42 cm	8	$27.00	$215.99
12.0	11160-000019	Reusable Cuff, X-Large, Adult, 35-44 cm	8	$38.02	$304.15
13.0	11335-000005	LIFEPAK Printer Kit	8	$1,653.00	$13,224.00
14.0	11260-000073	Shoulder Strap	8	$41.33	$330.60
15.0	11335-000008	LIFEPAK 35 Storage Bag Kit	8	$330.60	$2,644.80
16.0	11111-000041	LIFEPAK 3-wire extended precordial ECG cable	8	$66.12	$528.96

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

stryker

LP35 8 2025

Quote Number: 11084822

Version: 1

Prepared For: CITY OF ROSWELL FIRE DEPT

Attn:

Quote Date: 03/12/2025

Expiration Date: 04/11/2025

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Alexandra Howe

Email: alexandra.howe@stryker.com

Phone Number: (847) 224-5751

Mobile: (847) 224-5751

Equipment Total:	$417,340.88

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-ZX-LP35	TRADE IN ZOLL X-SERIES FOR LP35	8	-$7,500.00	-$60,000.00

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Freight/Shipping:	$0.00
Grand Total:	$357,340.88

Comments:

Qty add'l d/c code Z98, one-time elevated trade-in value, freight waived

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

LP35 8 2025

Quote Number:	11084822	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1		
Prepared For:	CITY OF ROSWELL FIRE DEPT	Rep:	Alexandra Howe
	Attn:	Email:	alexandra.howe@stryker.com
		Phone Number:	(847) 224-5751
		Mobile:	(847) 224-5751
Quote Date:	03/12/2025		
Expiration Date:	04/11/2025		

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee **19.**
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:

Consider recommending authorization for ratification of change order in the amount of $1,578,283.30 to increase PO 22501369 for Museum disaster recovery remediation inclusive of building, contents and art and historical objects from current amount of $850,000 to a new amount of $2,428,283.30. **(Corn/Brooks)**

- Funding Source - The City of Roswell received reimbursement in the amount of $556,063.22 through the fine art insurance. The remaining $1,872,220.10 was covered by building insurance proceeds and have been submitted to FEMA for reimbursement.

BACKGROUND:

Initiated by: Caroline Brooks

The Roswell Museum was devastated by more than 5 feet of water during the October 19-20 flood event, impacting the building, contents, and art and historical collection and in-loan items and requiring immediate and thorough action. The remediation company, M&M 4 HIM, LLC Servpro of Southwest Lubbock (Servpro), provided the building and contents remediation services as well as support for the subcontractor The Conservation Center for the evacuation, triage and preparation of transport of the art and historical objects to conservation and storage facilities. Change order is to cover costs associated with the disaster recovery that were excluded in the estimate provided by Servpro at the initial stage of the response efforts due to lack of comprehensive knowledge of contents and unprecedented work in a museum environment. Attached documents provide estimate and copies of invoices for work covered by the PO.

FINANCIAL CONSIDERATION:

The City of Roswell received reimbursement in the amount of $556,063.22 through the fine art insurance. The remaining $1,872,220.10 was covered by building insurance proceeds and have been submitted to FEMA for reimbursement.

LEGAL REVIEW:

There is no legal review at this time.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended (4-0) ratification of the original amount of $850,000 for PO 22501369 on November 7, 2024 to M&M 4 HIM, LLC Servpro of Southwest Lubbock; City Council approved the ratification (9-0) through the consent agenda on November 14, 2024.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

PO_22501369_Servpro
PO_22501369_Servpro Revised
Servpro_Museum_Quote
Servpro_Museum_Invoices

Purchase Order

ROSWELL
New Mexico

Fiscal Year 2025

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22501369 - 03**

Delivery must be made within doors of specified destination.

BILL TO
CITY OF ROSWELL
ATTN: ACCOUNTS PAYABLE
PO BOX 1838
ROSWELL NM 88202
(OR) AP@ROSWELL-NM.GOV

VENDOR
M&M 4 HIM, LLC
SERVPRO OF SOUTHWEST LUBBOCK
7477 CR 7000
LUBBOCK, TX 79407

SHIP TO
MUSEUM
1011 N. RICHARDSON AVE
ROSWELL, NM 88201
Email: ad.smith@roswell-nm.gov
Phone: 5756246744
Fax: 5756246765

Vendor Phone #	Vendor Email Address	Requisition Number	Requisitioner	
		12501828	Cristina Delacerda	c.delacerda@roswell-nm.gov

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
10/29/2024	15100			Museum

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Disaster Relief Flood-Restoration/Service/Remodel The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	**MODIFIED:** Exigent Energency Circumstances Flood Disaster Relief Flood-Restoration/Service/Remodel GL Account: 26114221 - 652401 $850,000.00 ********** GL SUMMARY ********** 26114221 - 652401 $850,000.00	1.0	EACH	$850,000.00	$850,000.00

CHANGE ORDER

By: O. Peek
Purchasing Agent, C.P.O

Total Ext. Price	$850,000.00
PO Total	**$850,000.00**

CITY OF ROSWELL, NEW MEXICO
CONDITIONS GOVERNING THIS PURCHASE ORDER

The CITY OF ROSWELL is not responsible for products, goods, supplies, equipment, or services delivered without authority of this written order.

DEFINITIONS:

CITY: The City of Roswell, New Mexico agency and its employees.

ITEM(S): The material(s), product(s), service(s), lease(s), equipment, components, merchandise, Instructor services, Entertainment, goods, commodity(ies) or, etc.

INVOICE: The document to request payment for this Purchase Order from the CITY and must show the following: Purchase Order Number, Date of Shipment, Date of Invoice, Invoice Number, Description & Listing of Item(s) Purchased, Quantity (if applicable), Unit Price or Cost of Each Item(s), Vendor: Name, Remittance Address, Phone Number, and Customer Account Number, if applicable,

REQUISITIONER: The employee of the CITY who is placing this order.

Shipment of Items:

Do not over ship or substitute. Ship exactly as ordered, unless otherwise approved by the CITY.

All products, supplies, equipment or service(s) received are subject to inspection and acceptance by the CITY.

If unable to fill this order exactly in accordance with description unit, price or specifications, please contact Requisitioner immediately. The CITY reserves the right to reject and return at shipper's expense any and all products or supplies delivered which do not conform to our description or specifications.

If unable to fill this order promptly or within the time specified, notify the REQUISITIONER immediately. In case of unreasonable delay in delivery or delivery of goods specified, or in case of any other default of the vendor, the CITY shall have the right to cancel this Purchase Order in whole or in part, and the CITY may procure the ITEM(S) from other sources.

Freight: All product shipped by freight, express or parcel post, MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY.

Packing Slip: Include itemized packing slips with all shipments. Show DEPARTMENT name for whom delivery is intended.

Invoice:

Invoice(s) must be sent on date of COMPLETE SHIPMENT of all product(s) ordered. Any Invoice pertaining to this order **must be received no later than 30 days from shipment date**, otherwise Invoice may not be processed for payment.

Any Discount Terms must be clearly stated on the Invoice, to include the dollar ($) amount or percent (%) amount that may be taken. Define the exact date terms for the discount.

Acceptance:

All items delivered on this order are to be new and the manufacture or product of the United States or its territorial possessions, unless otherwise specified.

The workmanship, quantities or qualities of goods which are to be paid for hereunder shall be to the satisfaction of the CITY and before final acceptance by the CITY all matters of dispute must be adjusted to the mutual satisfaction of the CITY and the vendor. Determinations and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in questions is settled.

The vendor by accepting this order agrees to assume the defense of and hold the CITY, its agents and its employees, harmless from all suits, costs, expenses, claims and damages arising from the use of the described materials because of actual or alleged infringement of any copy rights, patent or patent right of any invention or any other cause, and vendor represents and warrants that the unit prices charged herein are not higher than any applicable legal maximum prices permitted under existing governmental regulations and are not in excess of those currently charged to other governmental, institutional, or commercial users for similar items, quantities and deliveries.

Sales Taxes:

New Mexico Gross Receipts Tax (NMGRT) must be applied at time of invoicing ***(IF APPLICABLE)*** and according to New Mexico Taxation and Revenue Rules and Regulations and at the current rate table.

Federal, State and Local Laws:

Upon the vendor's acceptance hereof, the vendor agrees to comply and follow all Federal, State and Local Laws, Rules and Regulations, the State of New Mexico Procurement Laws and shall keep itself fully informed of all municipal ordinances and regulations in any manner affecting this order and the items delivered at vendor's sole cost and expense. Vendor shall comply with laws prohibiting discrimination on account of race, creed, color, or national origin.

Purchase Order

ROSWELL
New Mexico

Fiscal Year 2025

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22501369 - 10**

Delivery must be made within doors of specified destination.

BILL TO
CITY OF ROSWELL
ATTN: ACCOUNTS PAYABLE
PO BOX 1838
ROSWELL NM 88202
(OR) AP@ROSWELL-NM.GOV

VENDOR
M&M 4 HIM, LLC
SERVPRO OF SOUTHWEST LUBBOCK
7477 CR 7000
LUBBOCK, TX 79407

SHIP TO
MUSEUM
1011 N. RICHARDSON AVE
ROSWELL, NM 88201
Email: ad.smith@roswell-nm.gov
Phone: 5756246744
Fax: 5756246765

Vendor Phone #	Vendor Email Address	Requisition Number	Requisitioner	
		12501828	Cristina Delacerda	c.delacerda@roswell-nm.gov

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
10/29/2024	15100			Museum

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Disaster Relief Flood-Restoration/Service/Remodel The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	**MODIFIED:** Exigent Emergency Circumstances Flood Disaster Relief Flood-Restoration/Service/Remodel GL Account: 26114221 - 652401 $2,428,283.30 ********** GL SUMMARY ********** 26114221 - 652401 $2,428,283.30	1.0	EACH	$2,428,283.30	$2,428,283.30

CHANGE ORDER

By: O. Peek
Purchasing Agent, C.P.O

Total Ext. Price	$2,428,283.30
PO Total	**$2,428,283.30**

CITY OF ROSWELL, NEW MEXICO
CONDITIONS GOVERNING THIS PURCHASE ORDER

The CITY OF ROSWELL is not responsible for products, goods, supplies, equipment, or services delivered without authority of this written order.

DEFINITIONS:

CITY: The City of Roswell, New Mexico agency and its employees.

ITEM(S): The material(s), product(s), service(s), lease(s), equipment, components, merchandise, Instructor services, Entertainment, goods, commodity(ies) or, etc.

INVOICE: The document to request payment for this Purchase Order from the CITY and must show the following: Purchase Order Number, Date of Shipment, Date of Invoice, Invoice Number, Description & Listing of Item(s) Purchased, Quantity (if applicable), Unit Price or Cost of Each Item(s), Vendor: Name, Remittance Address, Phone Number, and Customer Account Number, if applicable,

REQUISITIONER: The employee of the CITY who is placing this order.

Shipment of Items:

Do not over ship or substitute. Ship exactly as ordered, unless otherwise approved by the CITY.

All products, supplies, equipment or service(s) received are subject to inspection and acceptance by the CITY.

If unable to fill this order exactly in accordance with description unit, price or specifications, please contact Requisitioner immediately. The CITY reserves the right to reject and return at shipper's expense any and all products or supplies delivered which do not conform to our description or specifications.

If unable to fill this order promptly or within the time specified, notify the REQUISITIONER immediately. In case of unreasonable delay in delivery or delivery of goods specified, or in case of any other default of the vendor, the CITY shall have the right to cancel this Purchase Order in whole or in part, and the CITY may procure the ITEM(S) from other sources.

Freight: All product shipped by freight, express or parcel post, MUST HAVE ALL CHARGES FULLY PREPAID TO POINT OF DELIVERY.

Packing Slip: Include itemized packing slips with all shipments. Show DEPARTMENT name for whom delivery is intended.

Invoice:

Invoice(s) must be sent on date of COMPLETE SHIPMENT of all product(s) ordered. Any Invoice pertaining to this order **must be received no later than 30 days from shipment date**, otherwise Invoice may not be processed for payment.

Any Discount Terms must be clearly stated on the Invoice, to include the dollar ($) amount or percent (%) amount that may be taken. Define the exact date terms for the discount.

Acceptance:

All items delivered on this order are to be new and the manufacture or product of the United States or its territorial possessions, unless otherwise specified.

The workmanship, quantities or qualities of goods which are to be paid for hereunder shall be to the satisfaction of the CITY and before final acceptance by the CITY all matters of dispute must be adjusted to the mutual satisfaction of the CITY and the vendor. Determinations and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in questions is settled.

The vendor by accepting this order agrees to assume the defense of and hold the CITY, its agents and its employees, harmless from all suits, costs, expenses, claims and damages arising from the use of the described materials because of actual or alleged infringement of any copy rights, patent or patent right of any invention or any other cause, and vendor represents and warrants that the unit prices charged herein are not higher than any applicable legal maximum prices permitted under existing governmental regulations and are not in excess of those currently charged to other governmental, institutional, or commercial users for similar items, quantities and deliveries.

Sales Taxes:

New Mexico Gross Receipts Tax (NMGRT) must be applied at time of invoicing ***(IF APPLICABLE)*** and according to New Mexico Taxation and Revenue Rules and Regulations and at the current rate table.

Federal, State and Local Laws:

Upon the vendor's acceptance hereof, the vendor agrees to comply and follow all Federal, State and Local Laws, Rules and Regulations, the State of New Mexico Procurement Laws and shall keep itself fully informed of all municipal ordinances and regulations in any manner affecting this order and the items delivered at vendor's sole cost and expense. Vendor shall comply with laws prohibiting discrimination on account of race, creed, color, or national origin.

SERVPRO of Southwest Lubbock

7477 County Road 7000
Lubbock, Texas 79407
806-780-6311
www.servprosouthwestlubbock.com

Client:	Roswell Museum (Mitigation)
Property:	1011 N. Richardson Ave Roswell , NM 88201
Operator:	TSILVAS

Estimator:	Abbey Miller	Business:	(806) 780-6311
Company:	SERVPRO of Southwest Lubbock	E-mail:	amiller@servproofswlubbock.com
Business:	7477 CR 7000 Lubbock , TX 79407		

Type of Estimate:	Flood		
Date Entered:	10/20/2024	Date Assigned:	

Price List:	NMRO8X_OCT24
Labor Efficiency:	Restoration/Service/Remodel
Estimate:	2024-10-20-2124

This is an ESTIMATE only. The cost given is an estimated/projected and do not constitute a firm quote. Once Structural Mitigation Service have been completed, SERVPRO will be able to provide a final estimate with a accurate scope of work, hours, expenses, and billable items. SERVPRO will adhere to the pricing in accordance with our 2024 Time and Materials Rate Schedule.

SERVPRO of Southwest Lubbock

7477 County Road 7000
Lubbock, Texas 79407
806-780-6311
www.servprosouthwestlubbock.com

2024-10-20-2124

2024-10-20-2124

DESCRIPTION	QTY
1. Mitigaiton Services (Structure only) for the Roswell Museum. Estimated cost for the Mitigation Services associated with clean up, demolition,(Once scope is agreed upon), mitigation equipment, labor ect. for the Roswell Museum.	1.00 EA

Grand Total	$850,000.00

Abbey Miller

SERVPRO of SouthWest Lubbock
7477 County Road 7000
Lubbock, TX 79407 US
+18067806311
Servpro9639@servproofswlubbock.com

Cleaning. Restoration. Construction.

BILL TO
Roswell Museum(Structure)
1011 N. Richardson Ave.
Roswell, New Mexico 88201

SHIP TO
Roswell Museum (Structure)
1011 N. Richardson Ave.
Roswell, New Mexico 88201

INVOICE 4795

DATE 11/01/2024 **TERMS** Due on receipt

DUE DATE 11/01/2024

DATE	ACTIVITY	DESCRIPTION	AMOUNT
11/01/2024	**Water Remed**	Week 1 - Week ending 10/26/24 - Mobilization, setup of desiccant, labor and beginning of demolition of sheetrock. TIPs 240104-01	173,016.50

SUBTOTAL	173,016.50
TAX (0)	0.00
TOTAL	173,016.50
TOTAL DUE	**$173,016.50**

Thank you for your business!

Payment Due At Time of Service.

3% Credit/Debit Card Processing fee.

1.5% interest charge will be added monthly, or 18% per annum, to any unpaid balance delinquent over 30 days from invoice date.

SERVPRO of SouthWest Lubbock
7477 County Road 7000
Lubbock, TX 79407 US
+18067806311
Servpro9639@servproofswlubbock.com

Cleaning. Restoration. Construction.

BILL TO
Roswell Museum
1011 N. Richardson Ave.
Roswell, New Mexico 88201

SHIP TO
Roswell Museum
1011 N. Richardson Ave.
Roswell, New Mexico 88201

INVOICE 4781

DATE 10/31/2024 **TERMS** Due on receipt

DUE DATE 10/31/2024

DATE	ACTIVITY	DESCRIPTION	AMOUNT
10/21/2024	**Water Contents**	Week One Invoice for Contents Conservation/Restoration Service.(Fine Arts)	254,314.00

SUBTOTAL	254,314.00
TAX (0)	20,080.64
TOTAL	274,394.64
TOTAL DUE	**$274,394.64**

Thank you for your business!

Payment Due At Time of Service.

3% Credit/Debit Card Processing fee.

1.5% interest charge will be added monthly, or 18% per annum, to any unpaid balance delinquent over 30 days from invoice date.

PO # 22501369

SERVPRO of SouthWest Lubbock
7477 County Road 7000
Lubbock, TX 79407 US
+18067806311
Servpro9639@servproofswlubbock.com

SERVPRO
Cleaning. Restoration. Construction.

BILL TO
Roswell Museum
1011 N. Richardson Ave.
Roswell, New Mexico 88201

SHIP TO
Roswell Museum
1011 N. Richardson Ave.
Roswell, New Mexico 88201

INVOICE 4836

DATE 11/19/2024 **TERMS** Due on receipt

DUE DATE 11/19/2024

DATE	ACTIVITY	DESCRIPTION	AMOUNT
10/26/2024	**Water Contents**	Week Two Invoice 10/26/2024-11/1/2024. Contents. TIPS# 240104-01	134,223.88T

SUBTOTAL	134,223.88
TAX (0)	10,598.32
TOTAL	144,822.20
TOTAL DUE	**$144,822.20**

Okay to pay
11-22-24

Thank you for your business!

Payment Due At Time of Service.

3% Credit/Debit Card Processing fee.

1.5% interest charge will be added monthly, or 18% per annum, to any unpaid balance delinquent over 30 days from invoice date.

SERVPRO of SouthWest Lubbock
7477 County Road 7000
Lubbock, TX 79407 US
+18067806311
Servpro9639@servproofswlubbock.com

Cleaning. Restoration. Construction.

BILL TO
Roswell Museum
1011 N. Richardson Ave.
Roswell, New Mexico 88201

SHIP TO
Roswell Museum
1011 N. Richardson Ave.
Roswell, New Mexico 88201

INVOICE 4801

DATE 11/04/2024 **TERMS** Due on receipt

DUE DATE 11/04/2024

DATE	ACTIVITY	DESCRIPTION	AMOUNT
10/26/2024	**Water Contents**	Week Two Invoice, 10/26/2024-11/1/2024. Fine Art Services for the Roswell Museum.	254,104.48

SUBTOTAL	254,104.48
TAX (0)	20,064.10
TOTAL	274,168.58
TOTAL DUE	**$274,168.58**

Thank you for your business!

Payment Due At Time of Service.

3% Credit/Debit Card Processing fee.

1.5% interest charge will be added monthly, or 18% per annum, to any unpaid balance delinquent over 30 days from invoice date.

SERVPRO of SouthWest Lubbock
7477 County Road 7000
Lubbock, TX 79407 US
+18067806311
Servpro9639@servproofswlubbock.com

SERVPRO
Cleaning. Restoration. Construction.

BILL TO
Roswell Museum
1011 N. Richardson Ave.
Roswell, New Mexico 88201

SHIP TO
Roswell Museum
1011 N. Richardson Ave.
Roswell, New Mexico 88201

INVOICE 4835

DATE 11/19/2024 **TERMS** Due on receipt

DUE DATE 11/19/2024

DATE	ACTIVITY	DESCRIPTION	AMOUNT
10/26/2024	**Water Remed**	Week Two Invoice 10/26/2024-11/1/2024. Structural Mitigaiton Services. TIPS# 240104-01	293,706.19T

SUBTOTAL	293,706.19
TAX (0)	23,191.05
TOTAL	316,897.24
TOTAL DUE	**$316,897.24**

Thank you for your business!

Payment Due At Time of Service.

3% Credit/Debit Card Processing fee.

1.5% interest charge will be added monthly, or 18% per annum, to any unpaid balance delinquent over 30 days from invoice date.

SERVPRO of SouthWest Lubbock
7477 County Road 7000
Lubbock, TX 79407 US
+18067806311
Servpro9639@servproofswlubbock.com

SERVPRO
Cleaning. Restoration. Construction.

BILL TO
Roswell Museum
1011 N. Richardson Ave.
Roswell, New Mexico 88201

SHIP TO
Roswell Museum
1011 N. Richardson Ave.
Roswell, New Mexico 88201

INVOICE 4865

DATE 12/04/2024 **TERMS** Due on receipt

DUE DATE 12/04/2024

DATE	ACTIVITY	DESCRIPTION	AMOUNT
11/02/2024	**Water Remed**	Week Three Invoice 11/2/2024-11/8/2024. Structural Mitigaiton Services. TIPS#240104-01	596,952.77T

OK TO PAY

SUBTOTAL	596,952.77
TAX (0.06125)	47,135.40
TOTAL	644,088.17
TOTAL DUE	**$644,088.17**

Thank you for your business!

Payment Due At Time of Service.

3% Credit/Debit Card Processing fee.

1.5% interest charge will be added monthly, or 18% per annum, to any unpaid balance delinquent over 30 days from invoice date.

SERVPRO of SouthWest Lubbock
7477 County Road 7000
Lubbock, TX 79407 US
+18067806311
Servpro9639@servproofswlubbock.com

SERVPRO
Cleaning. Restoration. Construction.

BILL TO
Roswell Museum
1011 N. Richardson Ave.
Roswell, New Mexico 88201

SHIP TO
Roswell Museum
1011 N. Richardson Ave.
Roswell, New Mexico 88201

INVOICE 4896

DATE 12/16/2024 **TERMS** Due on receipt

DUE DATE 12/16/2024

DATE	ACTIVITY	DESCRIPTION	AMOUNT
11/16/2024	Water Remed	Week Four Invoice 11/9-11/15. Structural Migiation Services. TIPS#240104-01	416,267.37

Pay invoice

SUBTOTAL	416,267.37
TAX (7.9%)	32,868.47
TOTAL	449,135.84
TOTAL DUE	**$449,135.84**

OK TO PAY

Thank you for your business!

Payment Due At Time of Service.

3% Credit/Debit Card Processing fee.

1.5% interest charge will be added monthly, or 18% per annum, to any unpaid balance delinquent over 30 days from invoice date.

SERVPRO of SouthWest Lubbock
7477 County Road 7000
Lubbock, TX 79407 US
+18067806311
Servpro9639@servproofswlubbock.com

SERVPRO
Cleaning. Restoration. Construction.

BILL TO
Roswell Museum
1011 N. Richardson Ave.
Roswell, New Mexico 88201

SHIP TO
Roswell Museum
1011 N. Richardson Ave.
Roswell, New Mexico 88201

INVOICE 4897

DATE 12/16/2024 **TERMS** Due on receipt

DUE DATE 12/16/2024

DATE	ACTIVITY	DESCRIPTION	AMOUNT
11/16/2024	**Water Remed**	Week Five (11/16-11/22) and Week Six (11/23-11/29) Invoice. Structure Mitigation Services. TIPS#240104-01	140,654.11

Pay invoice

SUBTOTAL	140,654.11
TAX (7.9%)	11,106.02
TOTAL	151,760.13
TOTAL DUE	**$151,760.13**

OK TO PAY

Thank you for your business!

Payment Due At Time of Service.

3% Credit/Debit Card Processing fee.

1.5% interest charge will be added monthly, or 18% per annum, to any unpaid balance delinquent over 30 days from invoice date.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 20.
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider recommending adoption of Resolution 25-XX approving budget adjustment for the fiscal year ending June 30, 2025.

BACKGROUND:
The New Mexico Department of Finance Administration (DFA), requires approval of a budget adjustment when increasing revenue and/or expense in the approved budget. The finance department is requesting a budget adjustment for line items in Exhibit "A". These adjustments are for various grants and other departments.

FINANCIAL CONSIDERATION:

- Various Funds: Expenses $66,146.05

LEGAL REVIEW:
No legal review is required at this time.

BOARD AND COMMITTEE ACTION:
Consider recommending adoption of Resolution 25-XX approving budget adjustment for the fiscal year ending June 30, 2025.

STAFF RECOMMENDATION:
Consider recommending adoption of Resolution 25-XX approving budget adjustment for the fiscal year ending June 30, 2025.

Attachments

Exhibit A
Resolution 25-XX

Budget Adjustment for April 2025 Exhibit A					
Expenditures:				**Funds**	**Totals**
Waste Water 53014355 614020		$ 66,146.05	MRAS Basin Pedestrian Bridge	Waste Water 5301	$ 66,146.05
	Total	**$ 66,146.05**			
Transfers:					
Fire 11014121 793505		$ (266,067.72)	Transfer Out		
Fire Protection Fund 22654123 793501		$ 266,067.72	Transfer In		
	Total	-			

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO AMENDING THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2025, FOR VARIOUS GRANTS AND OTHER DEPARTMENTS.

WHEREAS, the governing body of the City of Roswell, State of New Mexico, has previously approved a budget for the fiscal year 2024-2025, ending June 30, 2025; and

WHEREAS, the City of Roswell desires to amend said budget in the amount of $66,146.05 in expenses, detailed in Exhibit A and summarized below:

- Various Funds: Expenses $66,146.05

WHEREAS, it is the majority opinion of the Governing Body that the proposed amended budget continues to meet fiscal requirements as currently determined for the fiscal year 2024-2025.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, hereby adopts the budget adjustment hereinabove described and respectfully request approval for same from the Local Government Division of the Department of Finance and Administration, State of New Mexico.

PASSED, ADOPTED, SIGNED, and APPROVED the 10th day of April 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

Finance Committee
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf CHAIR: Robert B. Corn

ACTION REQUESTED:
Ordinance 25-XX: Consider recommendation to authorize to advertise for a public hearing to consider adopting proposed Ordinance 25-XX amending the Solid Waste Code. (Abraham Chaparro)

BACKGROUND:
Initiated by: Abraham Chaparro

Per Ordinance 24-07 Chapter 21 Solid Waste: Effective with the beginning of each Fiscal Year, the City Council shall review and adjust all rates for changes occurring since the beginning of the previous Fiscal Year or the last rate adjustment, which ever shall have last occurred. The Solid Waste Director shall, each January, review all costs and rates and shall report to the Finance Committee, at their April meeting, proposed rate adjustments to ensure that each class of customer is carrying its share of costs, debt service, and reserves. In the March Finance Committee, the committee requested that the department go to legal with an amendment to Chapter 21 of the city code increase the rates by 3% and amend the code to read that increases shall be done by CPI-W every July 1st while striking out the yearly revisit.

FINANCIAL CONSIDERATION:
This has been reviewed by the Finance Director.

LEGAL REVIEW:
City Attorney has reviewed the Ordinance.

BOARD AND COMMITTEE ACTION:
Both the Infrastructure and Finance Committees have viewed this item as a non-action item. Finance Committee requested that this to go to Legal for an Ordinance before coming back to Finance Committee. Legal Committee recommended approval 4-0 at their meeting on 03/27/2025. In Legal Committee meeting there was an amendment to change the effective date from August 1, 2026 to July 1, 2026, CPI-W to CPI-U.

STAFF RECOMMENDATION:
Ordinance 25-XX: Consider recommendation to authorize to advertise for a public hearing to consider adopting proposed Ordinance 25-XX amending the Solid Waste Code.

Attachments
4701_Ord_25-XX_solid_waste_chapter_21_rates_RedLine
4701_Ord_25-XX_solid_waste_chapter_21_rates_Clean

ORDINANCE 25-XX

AN ORDINANCE AMENDING CHAPTER 21 THE ROSWELL CITY CODE REGARDING USER RATES

WHEREAS, the City of Roswell (the "City") provides for and solid waste collection and disposal services under NMSA 1978, 3-48-1 through 3-48-7; and

WHEREAS, uniformity, predictability, and the avoidance of multiple rate increases in a single fiscal year is desirable for efficient administration of these services.

WHEREAS, The Governing Body wishes to hereby amend certain sections of Chapter 21 of the Roswell City Code as further reflected below;

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

SECTION 1. Chapter 21 of the Roswell City Code is hereby amended as follows:

Sec. 21-20. Fees.

(a) Every person or entity owning real property within the city shall pay the solid waste collection and disposal fees established and provided for by this chapter, whether or not the solid waste collection and disposal service is used by the owner of such real property within the city.

(b) The sanitation department shall not accept special or hazardous waste and may at any time refuse to collect, or refuse to accept for disposal, waste the department determines would be detrimental to operation of the collection system or landfill. Waste deemed unacceptable by the department shall not be presented for disposal or disposed of at the city's landfill unless such determination is amended prior to presentment or disposal.

(c) For the purpose of convenience, the billing and collecting of the charges levied for service under subsections (b) of this section shall be done by the city water department, and all such charges shall be payable at the office of the city water department in the same manner as are other utility services billed and collected by the city water department.

(d) The city may provide and maintain roll-off containers to the public at a rate per pull plus tonnage as weighed at the Roswell Landfill. Bins shall be place for service in a manner and location acceptable to the city. Length of time for use of a city owned roll-off container is 30 calendar days. Additional days will be charged at a rate per day up to 30 additional days. Continued usage of the containers over 60 days requires approval from the sanitation officer or agent. Businesses or individuals must give the solid waste department 24 hours' notice when the roll-off containers need to be pulled and the content of the roll-off shall not exceed 40,000 pounds. Damage to the container will be the responsibility of the business or individual using the container and will be billed accordingly.

(e) Monthly services for solid waste collection and disposal from dwellings and residential premises, and from commercial property, shall be assessed against the owner of the premises, as shown by the real estate records of the county clerk, or a verified renter. Minimum charges for such service shall as shown below.

Residential Level of Service		FY26
1	Individual 96-gallon solid waste container; one residence	$25.09
2	Each additional 96-gallon solid waste container	$25.09
3	Shared 300-gallon solid waste container; four residences	$25.09
5	Bulk Trash ¼ a truck or less (5 cubic yards)	$36.99
6	Bulk Trash ½ a truck (10 cubic yards)	$78.27
7	Bulk Trash full truck load (20 cubic yards)	$147.97
8	Call Back Flat Rate	$50.18

Commercial Level of Service		FY26
1	Individual 96-gallon solid waste container; twice a week pickup	$25.09
2	Individual 300-gallon solid waste container; Monday-Friday pickup	$59.18
3	Individual 3-yard metal solid waste container with plastic lid; Monday-Saturday pickup	$104.65
4	Bulk Trash ¼ a truck or less (5 cubic yards)	$36.99
5	Bulk Trash ½ a truck (10 cubic yards)	$78.27

6	Bulk Trash full truck load (20 cubic yards)	$147.97
7	Call Back Fee	$50.18
8	Call Back per 300- gallon containers	$14.80
9	Call Back per 3-yard metal containers	$26.16

Roswell Solid Waste Rates, Commercial FY26 Rates for 300 Gallon Plastic Container W/ Lid						
# of 300(s)	1x Week	2x Week	3x Week	4x Week	5x Week	
1	$59.18	$118.37	$177.55	$236.74	$295.92	
2	$118.37	$236.74	$355.10	$473.47	$591.84	
3	$177.55	$355.10	$532.65	$710.21	$887.76	
4	$236.74	$473.47	$710.21	$946.94	$1,183.68	
5	$295.92	$591.84	$887.76	$1,183.68	$1,479.60	
6	$355.10	$710.21	$1,065.31	$1,420.41	$1,775.51	
7	$414.29	$828.57	$1,242.86	$1,657.15	$2,071.43	
8	$473.47	$946.94	$1,420.41	$1,893.88	$2,367.35	
9	$532.65	$1,065.31	$1,597.96	$2,130.62	$2,663.27	
10	$591.84	$1,183.68	$1,775.51	$2,367.35	$2,959.19	
11	$651.02	$1,302.04	$1,953.07	$2,604.09	$3,255.11	
12	$710.21	$1,420.41	$2,130.62	$2,840.82	$3,551.03	
13	$769.39	$1,538.78	$2,308.17	$3,077.56	$3,846.95	
14	$828.57	$1,657.15	$2,485.72	$3,314.29	$4,142.87	
15	$887.76	$1,775.51	$2,663.27	$3,551.03	$4,438.79	
16	$946.94	$1,893.88	$2,840.82	$3,787.76	$4,734.70	
17	$1,006.12	$2,012.25	$3,018.37	$4,024.50	$5,030.62	
18	$1,065.31	$2,130.62	$3,195.93	$4,261.23	$5,326.54	
19	$1,124.49	$2,248.98	$3,373.48	$4,497.97	$5,622.46	
20	$1,183.68	$2,367.35	$3,551.03	$4,734.70	$5,918.38	
25	$1,479.60	$2,959.19	$4,438.79	$5,918.38	$7,397.98	
# of 3 yrd(s)						6x Week
1	$104.65	$209.30	$313.94	$418.59	$523.24	$627.89
2	$209.30	$418.59	$627.89	$837.18	$1,046.48	$1,255.78
3	$313.94	$627.89	$941.83	$1,255.78	$1,569.72	$1,883.66
4	$418.59	$837.18	$1,255.78	$1,674.37	$2,092.96	$2,511.55
5	$523.24	$1,046.48	$1,569.72	$2,092.96	$2,616.20	$3,139.44
6	$627.89	$1,255.78	$1,883.66	$2,511.55	$3,139.44	$3,767.33

7	$732.54	$1,465.07	$2,197.61	$2,930.14	$3,662.68	$4,395.22
8	$837.18	$1,674.37	$2,511.55	$3,348.74	$4,185.92	$5,023.10
9	$941.83	$1,883.66	$2,825.50	$3,767.33	$4,709.16	$5,650.99
10	$1,046.48	$2,092.96	$3,139.44	$4,185.92	$5,232.40	$6,278.88

(f) ~~Effective with the beginning of each Fiscal Year, the City Council shall review and adjust all rates for changes occurring since the beginning of the previous Fiscal Year or the last rate adjustment, which ever shall have last occurred.~~ Solid Waste Rates shall be automatically adjusted each August 1, beginning August 1, 2026 according to the consumer price index for urban wage earners and clerical workers (CPI-W) information obtained from the Bureau of Labor Statistics of the U.S. Department of Labor. The adjustment shall be based upon the most recent full year CPI-W data available on July 1 for a full year preceding the adjustment. In any fiscal year where rates have been increased by the city council independent of CPI adjustments, CPI automatic adjustments shall be waived for that year.

~~The Solid Waste Director shall, each January, review all costs and rates and shall report to the Finance Committee, at their April meeting, proposed rate adjustments to ensure that each class of customer is carrying its share of costs, debt service, and reserves.~~

SECTION 2. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 3. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 4. This ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED and APPROVED ________, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

ORDINANCE 25-XX

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SECTION 3. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 4. This ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED and APPROVED ________, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 22.
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Finance Department Reports

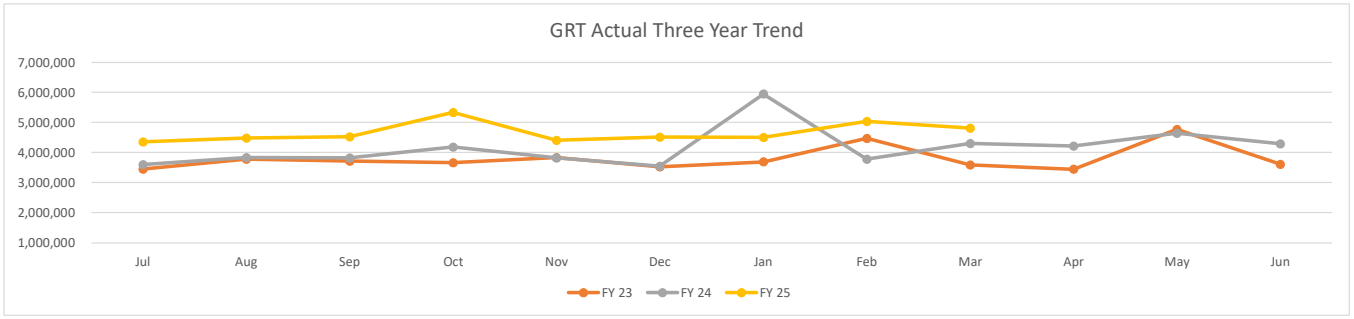
- Gross Receipts Tax
- Cannabis Excise Tax

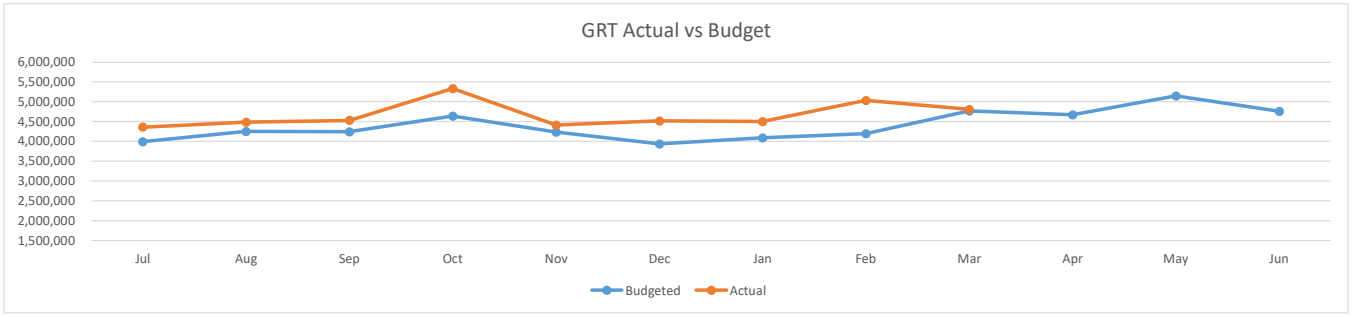
Attachments

GRT March 2025
CAN GRT March 2025
GRT Allocation FY25

City of Roswell
Gross Receipts Tax
March 2025

FY	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals	YTD Period % Change	Total
FY 19	3,131,599	2,939,761	2,717,100	2,851,428	2,747,878	2,708,431	2,781,667	3,114,447	2,690,121	2,700,303	2,973,891	2,763,391	34,120,016		**34,120,016**
FY 20	2,860,221	3,248,842	5,450,435	2,804,337	3,799,352	3,162,914	2,788,688	3,186,544	2,790,481	2,464,194	2,876,027	2,809,756	38,241,792	10.8%	**38,241,792**
FY 21	3,022,870	3,102,729	3,004,044	2,972,865	2,954,877	2,791,196	2,669,024	3,323,947	2,848,487	2,712,994	3,440,838	3,310,495	36,154,366	-5.8%	**36,154,366**
FY 22	2,905,150	3,365,250	3,274,874	5,322,186	3,503,137	3,415,875	3,433,365	3,746,860	3,298,203	3,207,034	3,796,595	3,493,551	42,762,081	15.5%	**42,762,081**
FY 23	3,451,125	3,781,199	3,720,713	3,659,178	3,836,550	3,520,939	3,690,743	4,468,601	3,592,680	3,450,237	4,773,189	3,610,211	45,555,365	6.5%	**45,555,365**
FY 24	3,601,500	3,833,199	3,825,702	4,187,623	3,821,397	3,550,450	5,949,131	3,784,152	4,297,716	4,213,352	4,643,710	4,296,782	50,004,713	9.8%	**50,004,713**
FY 25	4,360,577	4,481,811	4,529,227	5,334,898	4,410,155	4,515,089	4,501,105	5,035,167	4,810,285				41,978,313	-16.1%	**41,978,313**
25 over 24	**21.1%**	**16.9%**	**18.4%**	**27.4%**	**15.4%**	**27.2%**	**-24.3%**	**33.1%**	**11.9%**	**-100.0%**	**-100.0%**	**-100.0%**	**-16.1%**		

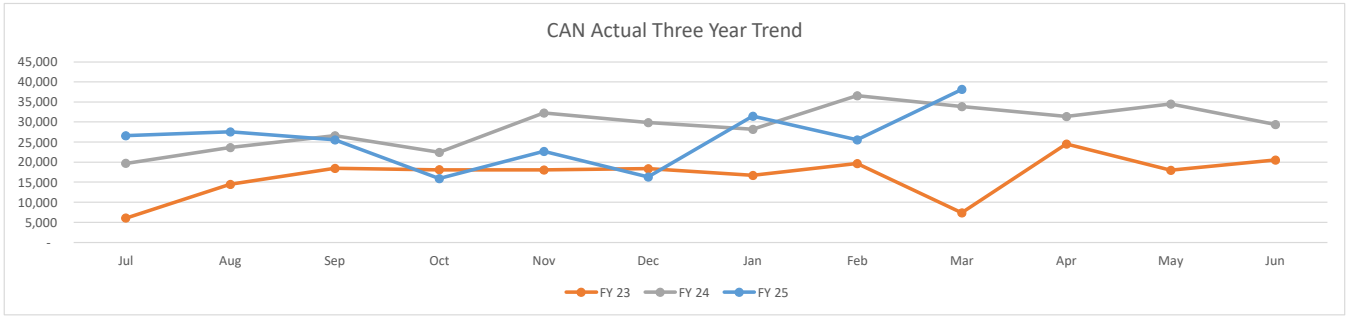


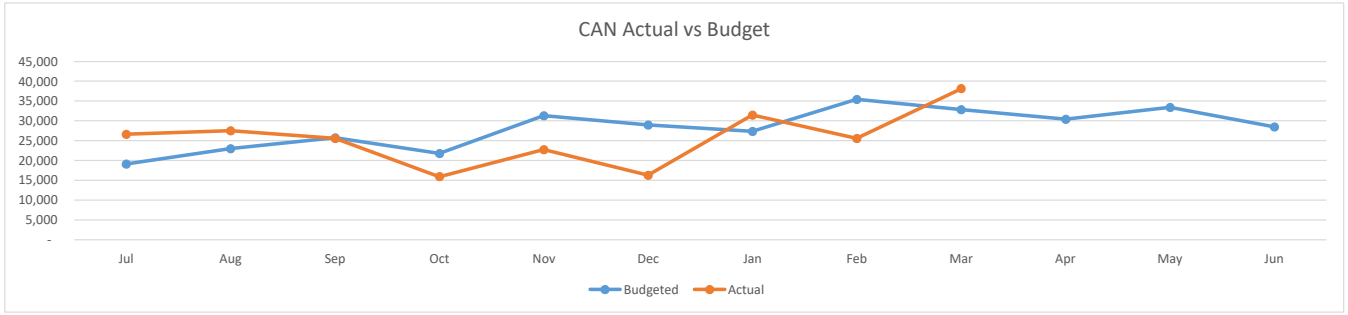


	Budgeted	Actual	Variance
Jul	3,992,147	4,360,577	368,430
Aug	4,248,978	4,481,811	232,833
Sep	4,240,667	4,529,227	288,559
Oct	4,641,845	5,334,898	693,052
Nov	4,235,895	4,410,155	174,260
Dec	3,935,559	4,515,089	579,530
Jan	4,091,070	4,501,105	410,035
Feb	4,194,610	5,035,167	840,556
Mar	4,763,880	4,810,285	46,405
Apr	4,670,365		
May	5,147,403		
Jun	4,762,844		
Total	**52,925,263**	**41,978,313**	**3,633,662**
% FYTD			**9.48%**

City of Roswell
Cannabis Excise Tax
March 2025

FY	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals	YTD Period % Change	Total
FY 23	6,091	14,494	18,482	18,108	18,096	18,422	16,719	19,631	7,352	24,557	17,949	20,569	200,469		**200,469**
FY 24	19,733	23,688	26,592	22,491	32,293	29,911	28,210	36,580	33,857	31,409	34,507	29,406	348,677	73.9%	**348,677**
FY 25	26,593	27,541	25,544	15,944	22,724	16,310	31,430	25,563	38,136				229,785	-34.1%	**229,785**
25 over 24	**34.8%**	**16.3%**	**-3.9%**	**-29.1%**	**-29.6%**	**-45.5%**	**11.4%**	**-30.1%**	**12.6%**	**-100.0%**	**-100.0%**	**-100.0%**	**-34.1%**		





	Budgeted	Actual	Variance
Jul	19,118	26,593	7,476
Aug	22,949	27,541	4,591
Sep	25,763	25,544	(219)
Oct	21,790	15,944	(5,846)
Nov	31,287	22,724	(8,563)
Dec	28,979	16,310	(12,669)
Jan	27,331	31,430	4,100
Feb	35,439	25,563	(9,876)
Mar	32,801	38,136	5,335
Apr	30,430		
May	33,432		
Jun	28,489		
Total	**337,806**	**229,785**	**(15,670)**
% FYTD			**-6.4%**

CITY OF ROSWELL

GRT ALLOCATION

FY25

Fund		July Actuals	August Actuals	September Actuals	October Actuals	November Actuals	December Actuals	January Actuals	February Actuals	March Actuals	Total Actuals	9 month FY25 Budget to Date	12 month FY25 YTD Budget	9 month +/- Variance
General Fund	56.2512%	2,452,875.48	2,521,070.76	2,547,742.72	3,000,942.08	2,480,763.77	2,539,790.04	2,531,924.03	2,832,339.86	2,705,841.09	23,613,289.83	21,569,326.61	29,771,095.45	2,043,963.22
Roads	18.7504%	817,625.16	840,356.92	849,247.57	1,000,314.03	826,921.26	846,596.68	843,974.68	944,113.29	901,947.03	7,871,096.62	7,189,775.54	9,923,698.48	681,321.08
Recreation	9.3736%	408,744.97	420,108.98	424,553.41	500,074.13	413,392.07	423,228.06	421,917.40	471,978.48	450,898.82	3,934,896.32	3,594,274.25	4,961,002.44	340,622.07
Public Safety	15.6248%	681,331.76	700,274.27	707,682.85	833,567.40	689,078.19	705,473.81	703,288.92	786,735.02	751,597.63	6,559,029.84	5,991,275.11	8,269,466.47	567,754.73
	100.0000%	**4,360,577.37**	**4,481,810.93**	**4,529,226.55**	**5,334,897.64**	**4,410,155.29**	**4,515,088.59**	**4,501,105.03**	**5,035,166.64**	**4,810,284.57**	**41,978,312.61**	**38,344,651.52**	**52,925,262.84**	**3,633,661.09**

Favorable

Unfavorable

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 23.

Finance Committee
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Lodgers Tax and Convention Center Bed Fees

Attachments

Lodgers Tax

Lodgers' Tax

April 3, 2025
(Corn/Jones)

Lodgers' Tax Update January 2025 Activity Collected in February 2025

- Two hotels did not report on time.
- STR data shows we were at 54.6% occupancy.
- ADR percent change this month is up 8.4% from last year.

Lodgers' Tax Report 5%

- January 2025 Activity based on February 2025 Remittance.
- Occupancy at 56.0%.
- $95,871collected.
- Two hotels did not report.

ROSWELL
Finance

CITY OF ROSWELL

5% LODGERS' TAX COLLECTION REPORT

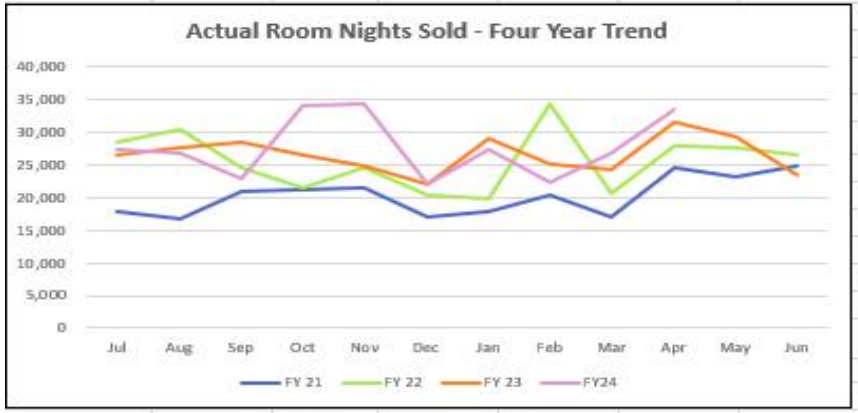
COLLECTED IN FEBUARY 2025 FOR THE MONTH OF JANUARY 2025 ACTIVITY

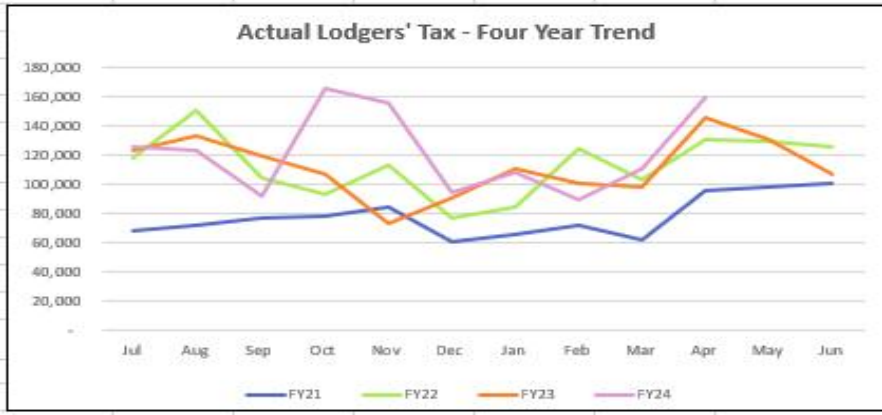
ROOM NIGHTS REPORTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY 22	28,402	30,239	24,575	21,575	24,634	20,216	19,849	34,166	20,640	27,847	27,495	26,487	306,125
FY 23	26,570	27,515	28,330	26,385	24,822	21,885	28,847	24,972	24,102	31,539	29,313	23,353	317,633
FY24	27,246	26,672	22,821	33,964	34,230	21,867	27,393	22,269	26,694	33,329	26,826	27,611	330,922
FY25	34,628	28,716	26,372	25,091	33,101	25,752	22,812	21,634					218,106
Available Room Nights	47,460	49,042	49,042	47,460	49,042	47,460	49,042	49,042	44,296	49,042	47,460	49,042	
Occupancy %	73.0%	58.6%	53.8%	52.9%	67.5%	54.3%	46.5%	44.1%	0.0%	0.0%	0.0%	0.0%	

LODGERS' TAX COLLECTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY22	118,258	151,086	104,159	93,657	113,865	77,700	84,351	123,959	103,688	130,711	129,419	126,099	$ 1,356,953
FY23	123,675	133,648	120,051	107,406	73,116	91,015	111,293	100,743	98,450	145,415	130,573	107,096	$ 1,342,481
FY24	126,306	123,243	92,711	164,942	156,080	94,157	108,666	89,983	110,577	159,226	115,351	126,741	$ 1,467,982
FY25	177,303	159,992	118,806	114,100	157,353	132,870	99,619	95,871					$ 1,055,914





*February 2022 increase reflects late payment received by the city not the actual allocation of tax liability to the appropriate month.

**Updated 9/22 to reflect monies received by the city during the monthly reporting period for FY20, FY21, FY22 and FY23 for cash basis only.

Two hotels did not report.

Lodgers' Tax Reports – Convention Center Bed Fee $2.50 days 1-15

- January 2025 Activity
- based on February 2025 Remittance.
- Occupancy at 54.6%.
- $49,550 collected.
- Two hotels did not report.

ROSWELL
Finance

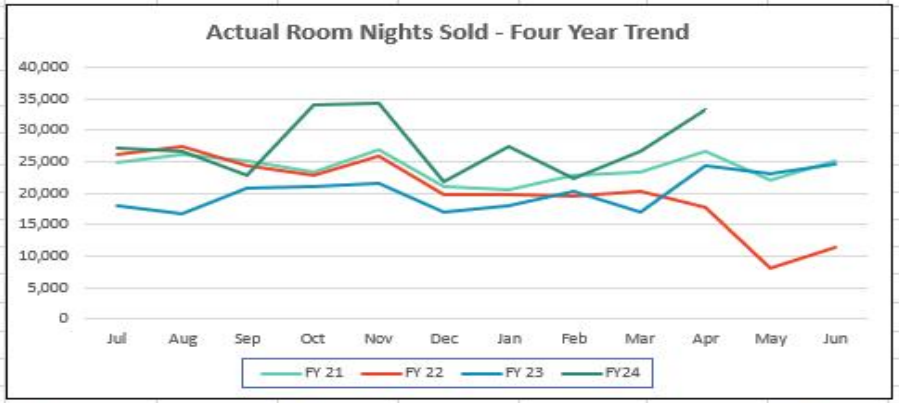
CITY OF ROSWELL
$2.50 CONVENTION CENTER BED FEE COLLECTION REPORT
Collected in February 2025 for January 2025 Activity

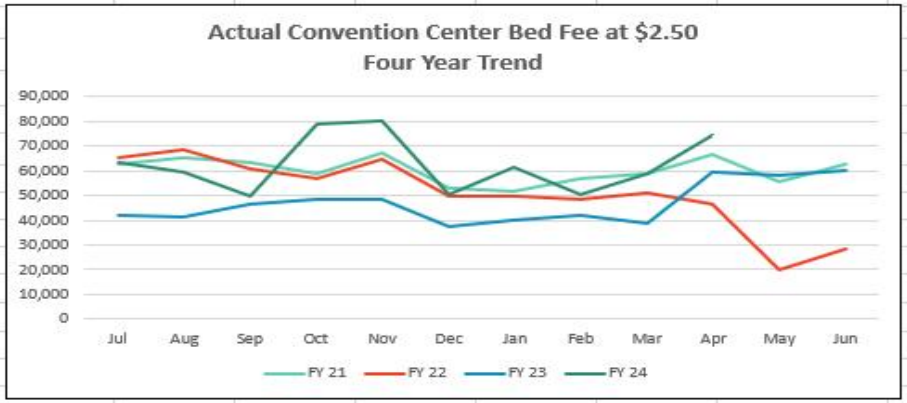
ROOM NIGHTS REPORTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY22	28,402	30,239	24,575	21,575	24,634	20,216	19,849	34,166	20,640	27,847	27,495	26,487	306,125
FY23	26,570	27,515	28,330	26,385	24,822	21,885	28,847	24,972	24,102	31,539	29,313	23,353	317,633
FY24	27,246	26,672	22,821	33,964	34,230	21,867	27,393	22,269	26,694	33,329	26,826	27,611	330,922
FY25	34,628	28,716	26,372	25,091	33,101	25,752	22,812	21,634					218,106
Available Room Nights	47,460	49,042	49,042	47,460	49,042	47,460	49,042	49,042	44,296	49,042	47,460	49,042	
Occupancy %	73.0%	58.6%	53.8%	52.9%	67.5%	54.3%	46.5%	44.1%	0.0%	0.0%	0.0%	0.0%	

CONVENTION CENTER FEES COLLECTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY22	65,080	78,085	57,453	53,670	64,243	45,085	52,568	62,906	60,999	70,850	72,816	62,375	$ 746,129
FY23	62,518	65,830	67,088	61,810	44,848	51,480	68,305	57,842	53,238	75,480	63,965	54,313	$ 726,714
FY24	63,160	59,332	49,567	79,130	80,079	50,482	61,255	50,565	58,575	74,128	61,840	63,755	$ 751,868
FY25	80,315	70,870	60,612	56,428	76,247	64,132	53,257	49,550					$ 511,411





*February increase reflects late payment received by the city not the actual allocation of tax liability to the appropriate month.
**Updated 9/22 to reflect monies received by the city during monthly reporting period for FY20, FY21, FY22 and FY23 for cash basis only.

Two hotels did not report.

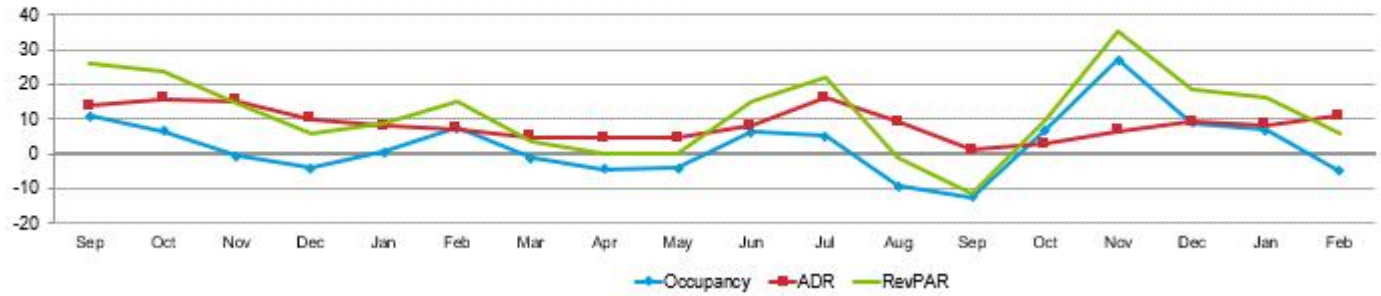
Tab 2 - Trend City of Roswell, NM+: City of Roswell NM

City of Roswell NM

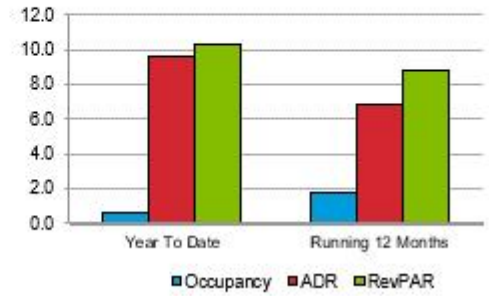
For the Month of February 2025

Currency: USD - US Dollar

Monthly Percent Change



Overall Percent Change



Occupancy (%)	2023				2024												2025		Year To Date			Running 12 Months		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	2023	2024	2025	2023	2024	2025
This Year	67.2	70.7	55.5	51.7	51.0	65.8	75.3	66.0	62.4	75.8	71.2	58.6	58.9	75.6	70.5	56.2	54.6	62.7	55.7	58.0	58.4	61.3	64.6	65.6
Last Year	60.7	66.3	55.9	53.8	50.7	61.3	76.2	69.0	65.1	71.3	67.6	64.5	67.2	70.7	55.5	51.7	51.0	65.8	55.1	55.7	58.0	63.1	61.3	64.5
Percent Change	10.8	6.6	-0.6	-4.0	0.5	7.4	-1.1	-4.4	-4.2	6.3	5.2	-9.2	-12.4	7.0	27.0	8.9	7.0	-4.8	1.2	4.1	0.6	-3.0	5.5	1.8

ADR	2023				2024												2025		Year To Date			Running 12 Months		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	2023	2024	2025	2023	2024	2025
This Year	99.80	101.95	93.54	88.81	89.54	94.42	104.41	100.83	101.82	108.12	113.88	100.78	100.93	104.88	99.58	96.86	97.07	104.81	85.60	92.16	101.01	89.83	96.39	103.18
Last Year	87.66	87.96	81.14	80.65	82.93	88.04	99.60	96.32	97.26	99.98	98.08	92.31	99.80	101.95	93.54	88.81	89.54	94.42	80.31	85.60	92.16	84.61	89.83	96.56
Percent Change	13.8	15.9	15.3	10.1	8.0	7.2	4.8	4.7	4.7	8.1	16.1	9.2	1.1	2.9	6.5	9.1	8.4	11.0	6.6	7.7	9.6	6.2	7.3	6.9

RevPAR	2023				2024												2025		Year To Date			Running 12 Months		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	2023	2024	2025	2023	2024	2025
This Year	67.07	72.09	51.95	45.88	45.66	62.17	78.65	66.53	63.52	81.98	81.04	59.05	59.40	79.33	70.24	54.47	52.96	65.70	47.72	53.49	59.00	55.03	62.28	67.74
Last Year	53.19	58.32	45.34	43.42	42.08	53.96	75.86	66.44	63.30	71.33	66.33	59.55	67.07	72.09	51.95	45.88	45.66	62.17	44.24	47.72	53.49	53.42	55.03	62.29
Percent Change	26.1	23.6	14.6	5.7	8.5	15.2	3.7	0.1	0.3	14.9	22.2	-0.8	-11.4	10.0	35.2	18.7	16.0	5.7	7.9	12.1	10.3	3.0	13.2	8.7

Supply	2023				2024												2025		Year To Date			Running 12 Months		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	2023	2024	2025	2023	2024	2025
This Year	37,830	39,091	37,830	39,091	39,091	35,308	39,091	37,830	39,091	37,830	39,091	39,091	37,830	39,091	37,830	39,091	39,091	35,308	74,399	74,399	74,399	460,265	460,265	460,265
Last Year	37,830	39,091	37,830	39,091	39,091	35,308	39,091	37,830	39,091	37,830	39,091	39,091	37,830	39,091	37,830	39,091	39,091	35,308	74,399	74,399	74,399	460,265	460,265	424,957
Percent Change	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.3

Demand	2023				2024												2025		Year To Date			Running 12 Months		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	2023	2024	2025	2023	2024	2025
This Year	25,424	27,641	21,010	20,196	19,934	23,250	29,447	24,961	24,386	28,684	27,819	22,904	22,265	29,567	26,686	21,984	21,327	22,132	41,476	43,184	43,459	281,975	297,411	302,162
Last Year	22,956	25,918	21,140	21,044	19,836	21,640	29,773	26,097	25,442	26,990	26,437	25,217	25,424	27,641	21,010	20,196	19,934	23,250	40,983	41,476	43,184	290,595	281,975	274,161
Percent Change	10.8	6.6	-0.6	-4.0	0.5	7.4	-1.1	-4.4	-4.2	6.3	5.2	-9.2	-12.4	7.0	27.0	8.9	7.0	-4.8	1.2	4.1	0.6	-3.0	5.5	10.2

Revenue	2023				2024												2025		Year To Date			Running 12 Months		
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	2023	2024	2025	2023	2024	2025
This Year	2,537,303	2,818,121	1,965,300	1,793,528	1,784,804	2,195,159	3,074,519	2,516,820	2,482,944	3,101,316	3,168,035	2,308,282	2,247,172	3,100,940	2,657,308	2,129,350	2,070,209	2,319,675	3,550,198	3,979,963	4,389,884	25,328,628	28,666,822	31,176,571
Last Year	2,012,305	2,279,776	1,715,296	1,697,172	1,645,002	1,905,196	2,965,525	2,513,561	2,474,405	2,698,400	2,592,856	2,327,861	2,537,303	2,818,121	1,965,300	1,793,528	1,784,804	2,195,159	3,291,474	3,550,198	3,979,963	24,586,708	25,328,628	26,471,663
Percent Change	26.1	23.6	14.6	5.7	8.5	15.2	3.7	0.1	0.3	14.9	22.2	-0.8	-11.4	10.0	35.2	18.7	16.0	5.7	7.9	12.1	10.3	3.0	13.2	17.8

Census %	2023				2024												2025	
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Census Props	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17
Census Rooms	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261
% Rooms Participants	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	93.7

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 24.

Finance Committee
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

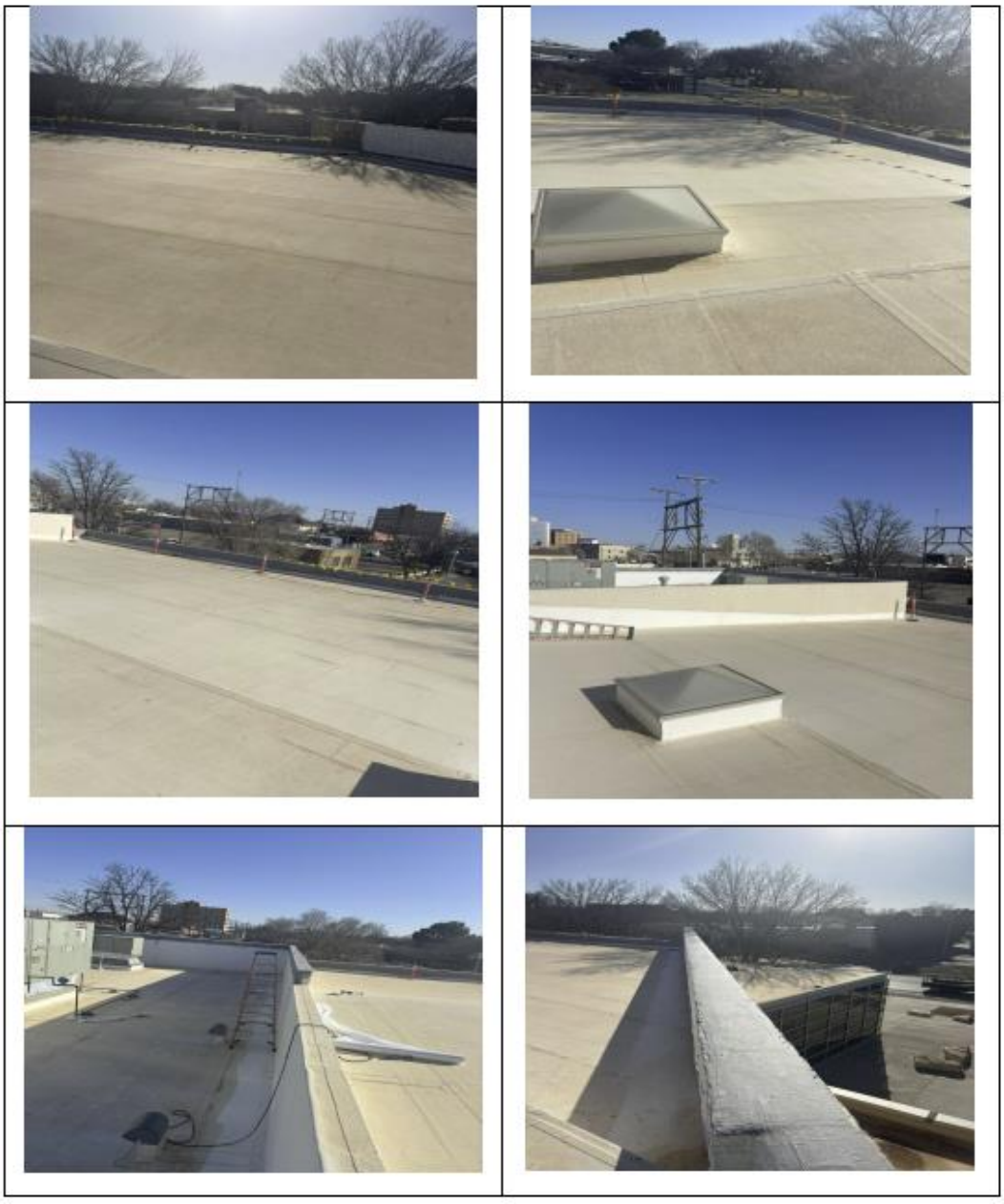
DEPARTMENT NAME:
Roswell Public Library

Attachments

Library Roof Progress
Roswell Library Report

ROOFCARE MAKING ROOFS LAST

16882 Roswell Library Rockwall



ROOFCARE MAKING ROOFS LAST








ROOFCARE MAKING ROOFS LAST











Roswell Public Library
January 11, 2025 – March 15, 2025
Flood Recovery: We are using Library general funds to do repairs to the Roswell Public Library, with the expectation that when insurance funds are available the library accounts will be reimbursed. City Facilities crew replace insulation and drywall. We have new carpet installed in the Bondurant Room by Alison's Home Center and Almond Painting will be painting the Bondurant Room, east wall, wall around the pop outs, young adult area, and blending the color for the walls by the graphic novels. We have moved the oversize books, removed items that were damaged and also changed catalog records before moving items to be shelved in the non-fiction collection.

Accomplishments
Building Improvements
Play and Learn Area: At the March 13, 2025 meeting, Roswell City Council approved our recommendation for Studio 27 to provide professional services for the Outdoor Early Childhood Play and Learn Area. The professional services include full plans and specifications so the outdoor play and learn area can be funded, phased, and bid out for construction. The fee for this service is $38,843.93 which will be paid from donations. Studio 27 is creating a contract that will be reviewed by the legal department before being signed by the City Manager.
Roof Repair: Repairs to the library roof have begun. Please see attached photo of progress. Work has been delayed due to high winds and dust storms.

Service Improvements
Technology: We will receive training and access to technology lesson plans from Senior Planet. Senior Planet is an AARP program designed to encourage those 55 years old and older to learn computer skills. The program may be attended by any adult. State Grants in Aid funds are being used to purchase a charging station, mouse pads, flash drives, speakers and stickers to make the keyboard easier to read.

Programs
Tea Party: 189 people attended the tea party on Saturday January 11 and enjoyed dressing up, creating a crown, participating in a scavenger hunt and games and of course enjoyed tea, and treats.
Wizard of Oz: 72 people attended the program celebrating the work of L. Frank Baum. The event included getting twisted, playing twister, completing a puzzle to earn brains, plucking up your courage to melt a witch or creating an eatable wand. The program was funded by the Friends of the Library.
Second Saturday at the Library: The Roswell Museum is hosting their Second Saturday at the Museum program at the Library. We are not counting their attendance with our statistics, but we are encouraging people to also attend our cooking club (formerly known as Charlie Cart) that is offered on the second Saturday in the morning. The two programs complement each other.

Funds
Library Grants-In-Aid: The library received the second payment of $5,143.54 of the New Mexico State Library Grants-In-Aid. Funds must be spent and invoices paid by June 30, 2025.
Library General Obligation Bond: The Roswell Public Library portion of the 2022 Library General Obligation Bond was $170,832.41 with funds required to be spent by the end of FY2026. The library has received $65,035.95 in reimbursements. Projects funded by the Library General Obligation Bond are:

Shelving, scanning of high school yearbooks, iPads (lost in flood), Ipad cases (lost in flood), 2 Apple TV's (lost in flood), and computers for staff and computers for the public.
E-Rate: We completed the renewal of the Roswell Public Library's registration in SAM.gov, the official U.S. Government System for federal grants. This allowed us to request 80% reimbursement or in the library internet service. We use e-rate Central to assist us in submitting the application for e-rate and requesting reimbursement.
Budget: The City of Roswell has a new software program that is being used for creating and tracking the various city funds. We are in the process of creating the budget for FY2026.

The Plans for March - April
• Move the genealogy collection.
• Finalize performers for the Summer Reading Program.
• Host a Rube Goldberg event during the last week of March
• Painting of the interior parts of the library is expected to begin late April.
• Host a Touch a Truck program. • Host a Día del Niño/Día del Libro program.
• Purchase items for Kindergarten Bags.
• Replace two banners outside of the library.
• Clean the Tree of Knowledge.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 25.

Finance Committee
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Golf February Report

Attachments

Golf Feb. Report

ROSWELL

GOLF – February, 2025

Highlights:

- **Another month has started and ended in the blink of an eye here at the Golf Course!! In anticipation of a busy March, February has absolutely flown by. We have begun preparation for the 2025 Honda Classic Golf Tournament, City Slickers Golf Association, as well as many more events hosted by the Golf Course.**
- **David and his team have been doing their absolute best to get water on the course. Unfortunately, we have been battling obstacles all winter and it has been much tougher with the flood damage. However, we have been able to get a lot of water on the course the past couple of weeks and limit the dust.**
- **We have begun to mark #15 green and begun the repair process. Some tools were needed to assess the issue, but we are well on our way to getting the green repaired!! Mid-April is our goal to open it back up to the public!**
- **Much more to come in March, our schedule is jam packed!!!**
- **We received our newest Greens Mower in February, what a great addition to the Golf Course. Thank You to the City of Roswell and the Council for making that happen.**

Specific & Routine Maintenance:

- Cut cups 2 times a week
- Moved tee markers as needed
- Dumped trash as needed
- Mowed greens twice a week
- Replaced 9 irrigation heads
- Finished rebuilding sand bunker left of 16 green
- Trimming various trees around golf course
- Sprayed fairways, tees and green surrounds with pre-emergent herbicide
- Repaired water leak on 3in water line left of 9 fairways
- Repaired water leak on 2in waterline next to maintenance road on 9 fairways
- Repaired water leak on 2 in water line behind 3 tee boxes

ROSWELL

New greens mower



Category	Qty	Subtotal	Subtotal w/o Tax	Cost	Profit
Alcohol / Beer	1099	$4,618.14	$4,388.03	$1,458.70	$3,159.43
Alcohol / Liquor	496	$2,340.99	$2,223.98	$604.91	$1,736.09
Food and Beverage / Drinks	896	$1,802.47	$1,710.94	$589.63	$1,213.00
Food and Beverage / Snacks	776	$1,668.59	$1,583.18	$565.25	$1,103.19
Golf / Green Fees	1,725	$15,434.65	$14,664.02	$0.00	$15,434.65
Golf / Memberships	26	$0.00	$0.00	$0.00	$10,273.00
Golf / Services (GHIN & Club Storage)	8	$571.45	$542.90	$0.00	$676.45
Golf Carts	1,410	$18,994.96	$18,041.81	$0.00	$18,994.96
Merchandise / Accessories	61	$500.93	$475.86	$282.89	$308.03
Merchandise / Apparel	2	$88.57	$84.14	$77.50	$11.07
Merchandise / Clubs	9	$1,765.71	$1,677.42	$1,902.60	$812.11
Merchandise / Footwear	2	$205.72	$195.44	$184.83	$20.89
Merchandise / Gloves	34	$598.13	$568.26	$378.01	$220.14
Merchandise / Golf Bags	1	$214.29	$203.58	$165.00	$49.29
Merchandise / Golf Balls	265	$1,975.04	$1,876.12	$1,189.16	$780.87
Merchandise / Headwear	13	$421.89	$400.78	$251.56	$170.31
Range Balls	424	$2,227.30	$2,116.60	$0.00	$2,227.30
Rental Club Fees	4	$38.50	$36.57	$0.00	$38.50
Tournament Credit Book	12	$0.00	$0.00	$0.00	$728.54
Tournament Fees	1	$30.00	$28.50	$30.00	$0.00
Total February Profit		$53,497.33	$50,818.13	$7,680.04	$57,962.82
TOTAL GROSS REVENUE					$68,322.07

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ROSWELL

July 1, 2024 - June 30, 2025						
Month	**Qty**	**Subtotal**	**Subtotal w/o Tax**	**Cost**	**Profit**	**Gross Revenue**
Jul-24		$115,582.89	$111,368.85	$18,220.47	$138,455.13	$162,461.57
Aug-24		$110,996.34	$116,553.56	$15,754.33	$118,083.03	$139,395.01
Sep-24		$105,940.10	$101,046.15	$18,169.20	$88,408.57	$111,472.17
Oct-24		$63,627.41	$60,442.36	$10,220.18	$60,908.77	$74,313.92
Nov-24		$63,618.69	$60,433.31	$10,549.79	$59,660.86	$73,935.57
Dec-24		$96,793.99	$92,948.73	$12,731.43	$82,750.12	$99,298.80
Jan-25		$66,202.22	$64,518.56	$4,487.20	$61,924.98	$68,095.88
Feb-25		$53,497.33	$50,818.13	$7,680.04	$57,962.81	$68,322.07
Mar-25						
Apr-25						
May-25						
Jun-25						
Fiscal Year		$676,510.97	$658,369.65	$97,932.64	$668,274.27	$797,534.99

*$hop revenue for the fiscal year

Vehicle Information:

2011 Ford Ranger
VIN: 1FTKR4EEXDPA67919
PLATE: G83632
MILEAGE: 110,816

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

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 26.

Finance Committee
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Museum Monthly Report

Attachments

Museum_mar25

Roswell Museum

MARCH 2025
MONTHLY REPORT

FEBRUARY ATTENDANCE

	FY2025	FY2024	FY2023	FY2022
EVENTS/PROGRAMS	65			
OUTREACH	-			
VOLUNTEER VISITS	16			
MUSEUM BUSINESS	-			
FEBRUARY TOTALS	81	2,261	2,893	1,910
FISCAL YEAR-TO-DATE TOTALS	10,385	26,941	23,258	19,269

FEBRUARY REVENUES

	FY2025	FY2024	FY2023	FY2022
MEMBERSHIP	200			
STORE	-			
FEBRUARY TOTALS	200	17,384	13,718	9,327
FISCAL YEAR-TO-DATE TOTALS	57,412	115,024	138,028	99,082

Please note: The above tables were updated in February 2025 to reflect the museum's current closure and switched from a calendar year to fiscal year reporting. The categories reflect those that will be in use during the museum rebuild.

FEBRUARY PROGRAMMING

EVENTS/PROGRAMS	OCCURRENCES for MONTH	ATTENDEES	PARTNERSHIPS/SUPPORT
Second Saturday "Triple the Love"	1	65	RMAC Foundation, Mini Museum, and Bone Springs and Roswell Public Library

MEMBERS

	364 current active memberships	**521** current active members
FOR MONTH	**-** new memberships	**2** renewals
YEAR to DATE	**14** new memberships	**58** renewals

VOLUNTEERS

FOR MONTH	**27.5** volunteer hours	**16** volunteer visits
YEAR to DATE	**1994** volunteer hours	**414** volunteer visits

5,919 FACEBOOK FOLLOWERS

1,745 INSTAGRAM FOLLOWERS

613 E-NEWSLETTER SUBSCRIBERS

ACTIVITIES & HIGHLIGHTS

CURRENT STATUS & CONSERVATION

The museum is currently closed due to the flood with collection recovery and rebuilding estimated at 3 years.

The Conservation Center in Chicago (TCC) is beginning condition assessments of the 5,300 damaged objects at their Chicago facility. The resulting proposals will outline recommended conservation treatments and costs to treat individual items. The assessments will take approximately 3-4 months to complete. Concurrently, staff are gathering estimates for appraisal services to ascertain current values on objects for insurance. The values will determine the amount of insurance available for the conservation of each item. An appraisal of the Goddard Collection is in process.

TCC is planning a visit in late April to aid with an evaluation of the collection items that remain in Roswell that were above the floodline, but which experienced silt and humidity exposure.

NMMI PRESENTATION

The New Mexico Military Institute hosted a talk by Museum Director Caroline Brooks on Sunday, March 2 in Mabee Auditorium on the topic of the flood and the museum's recovery process. There were approximately 45 attendees from the Institute and community. Due to interest, a second presentation is being scheduled.

MEMBERSHIP PROGRAM RELAUNCH

After a pause during the disaster recovery, the Museum's membership program is restarting. Letters went out to current members which included a "Flood FAQ" flyer and renewal requests for expiring members are being sent. Although current programming is limited, members represent the museum's cultural ambassadors and supporters and help provide fiscal support during the closure while staff work to conserve the collection and rebuild. Discounts and member-focused programs will be developed over the coming year.

MUSEUM MERCHANDISE

Nicky Ovitt, an Albuquerque-based illustrator with a passion for history, museums and the West, is designing "recovery" merchandise to celebrate the Museum's history and spread awareness about its recovery progress. The project is sponsored by the RMAC Foundation, and items will begin launching in the spring.

SECOND SATURDAYS & ART NM!

Second Saturday, the popular community art day previously held each second Saturday of the month at the Museum, started back in February and is scheduled for the remainder of 2025 at the Roswell Public Library. March's theme was art conservation in which visitors learned about conservation techniques.

April's Second Saturday will be the annual event Art NM! An Arts and Culture Day presented in partnership with area cultural organizations and Creative New Mexico, a statewide advocacy non-profit focused on creative industries. Held at the Library as part of Second Saturdays, the event will include art activities and promotion of Roswell's cultural offerings from 10 am to 1 pm on April 12. Local partners include Anderson Museum of Contemporary Art and Roswell Artist-in-Residence Program, Bone Springs Art Space, Creative New Mexico, Historical Society for Southeast New Mexico, Miniatures and Curious Collections Museum, Pecos Valley Iris Society, Pecos Valley Quilters, Phillips Second Street Studio, Roswell Fine Arts League and Peggy Krantz Art, Roswell Jazz Festival, Roswell Museum, Roswell Public Library, and the Roswell Symphony Orchestra.

SPRING FUNDRAISER - FLAMENCO FIESTA

The RMAC Foundation will be holding their annual spring fundraiser for May 17 from 6-10 pm at The Liberty in support of the Museum's recovery efforts. The theme is Flamenco Fiesta with Spanish-inspired food and entertainment and a live auction. Tickets are $150 and are available online and through the RMAC Foundation office at 575-627-0918.

The RMAC Foundation continues to receive donations to aid with the recovery effort. A donation link is available on the Museum's home page and the number for the RMAC Foundation office is 575-627-0918 for questions and inquiries.

RAIR EXHIBITION AT AMOCA

Roswell Artist-in-Residence (RAiR) exhibitions are currently being held at the Anderson Museum of Contemporary Art. An exhibition of work by Jennifer Sirey, opened on January 31 and has been extended through March 26.

The next exhibiting artist is Guillermo Galindo with a free artist talk and exhibition reception on April 18 from 5:30 to 7 pm. Galindo is a pioneering post-Mexican composer and artist known for his groundbreaking fusion of experimental music, visual arts, and socio-political consciousness. His multifaceted body of work encompasses orchestral compositions commissioned by prominent ensembles, operas, instrument crafting, and immersive installations. Galindo's innovative graphic scores and sonic sculptures have graced international museums and biennials, including documenta14 and Pacific Standard Time and his work is represented in permanent collections at Crystal Bridges Museum, LACMA and the National Gallery among others. A dinner follows the opening; tickets are $10.

GODDARD "FIRST LAUNCH" ANNIVERSARY

March 16, 2025 is the 99th anniversary year of Robert H. Goddard's famous first successful liquid propellant rocket launch in 1926. The museum is planning to collaborate with the Goddard "First Launch" anniversary committee in Worcester, Massachusetts, for the 100th anniversary in 2026. The national attention will aid with the recovery of the Goddard collection and exhibition in Roswell, and in further preserving Goddard's story and legacy.

MUSEUM ADVOCACY DAY

Registrar Cloe Medrano attended the American Alliance of Museums' Advocacy Day in Washington, DC, February 24-25. Advocacy Day allows museum professionals and supporters "from across the country to come together as one voice to reaffirm essential values, collective contributions, and aspirations while making the critical case for museums directly to Congress." Each year, more than 850 million visits are made to U.S. museums, and that number continues to grow. To meet this level of demand, the museum sector directly supports 372,100 jobs and generates $15.9 billion in income. During the event, Medrano met with staff for Melanie Stansbury, Gabe Vasquez, Teresa Fernandez, Ben Ray Lujan and Martin Heinrich regarding federal regulations that affect museums. Her trip was funded by the New Mexico Association of Museums for which she serves as First Vice President on the board.

NMAM CONFERENCE

Roswell will host the New Mexico Association of Museums annual conference in the fall. The New Mexico Association of Museums provides statewide support to New Mexico's museums, museum professionals, and associated groups through professional development, advocacy, communication, and collaboration. The 2-day conference brings about 175 museum professionals from throughout the state. Roswell last hosted the conference in 2008.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 27.

Finance Committee
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Public Affairs Department Report

Attachments
4749_February_25_Reporting_Public_Affairs_Monthly_Report

ROSWELL
New Mexico

Public Affairs

Public Affairs Department Report

February 2025

General Public Affairs

- Received on invoices for the department
- Abstract, information gathering, and PPT for Finance Committee item/department reports
- Held virtual meetings with 3 Advertising for marketing initiatives for 2025
- Held virtual meetings with NMTD for the Clean and Beautiful Grant
- 2 SET meeting- 4 applications reviewed and approved
- Grandstands Groundbreaking at ROW
- Met with MainStreet Roswell for UFO Festival initiatives
- Created and ordered marketing collateral for various departments
- Updated OOH billboards / Marquee / Rise vision
- Updating website links on roswell-nm.gov, ufofestival.com, seeroswell.com and flyroswell.com
- Hosted multi-department marketing meetings to assist with their needs

Current Media Outputs

- Current Campaigns include: Recycling, City of Roswell Now Hiring, SW new hours, Help Stop Illegal Dumping, FEMA Assistance, Water Conservation RPD & RFD Fit-Test, Animal Ordinance Update
- News flashes on website: 3
- Jobs of the week update on website: 0
- Government website updates: Estimated 8
- Form Updates: 4
- New Forms: 1
- Facebook: 66
- Instagram: 9
- TikToks: 0
- FB Lives: 0
- Rise Vision Updates: 8
- New Digital Billboards & Marquee: 8
- Videos: 0

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

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FAX: 575.624.6709

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seeroswell.com



Graphic Design-

Created an estimated ***70 graphics.*** During the month of January, we kicked off the new year with two major campaigns: Animal Services Ordinance Updates and Water Conservation.

Our Water Conservation static vinyl billboard went live on January 20th (it can be seen heading South on Main Street by Allied Keys). Along with this installation, we have the design running digitally on two other billboards and out at ENMUR campus. The CTA (Call to Action) is to our webpage that helps residents understand why conserving water is important.

Our Animal Services Updates graphics are running on two outdoor digital boards, on our RiseVision TV screens throughout the city, and on social media to help inform the public of these changes and to promote responsible pet ownership.

Besides these major running campaigns, we've exercised current events/classes at the Recreation Center, Adoption events, and a RPD/RFD Hiring Event.

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

Keep Roswell Beautiful news:

- Looking for youth groups to participate in the Empowering Youth Cleanup program.
- Preparing Q3 initiatives
- Atended the Keep America Beautiful National Conference (February 10-13-2025)
- 3 youth cleanups completed

Upcoming Events:

Taking out the Trash Events are scheduled for
April 5, 7 a.m.-noon: DeBremond Stadium, 210 W. 10th St.
April 19, 7 a.m.-noon: RIAC Park, 28 Earl Cummings Loop
April 26, 9 a.m.-2 p.m.: Roswell Municipal Landfill, 3006 W. Brasher Road

This event will be free for residents and is in partnership with the Solid Waste Department.



Arbor Day is scheduled for April 19, 2025, at Spring River Zoo from 9 AM-11 AM or until out of supplies.





Contact TJ Conyers for more information on upcoming cleanups and how to volunteer for Keep Roswell Beautiful.
575-315-5183 or t.conyers@roswell-nm.gov

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ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 28.

Finance Committee
Meeting Date: 04/03/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Visitor Center Report

Attachments
4750_February_2025_Visitors_Center_Monthly

ROSWELL
New Mexico

Public Affairs

Monthly Visitor Center Store Report
February 2025

Visitor Center Retail Store:

- Welcomed **0** guest, **0** overnight stays in Roswell or **0%** and **0** Roswell locals.

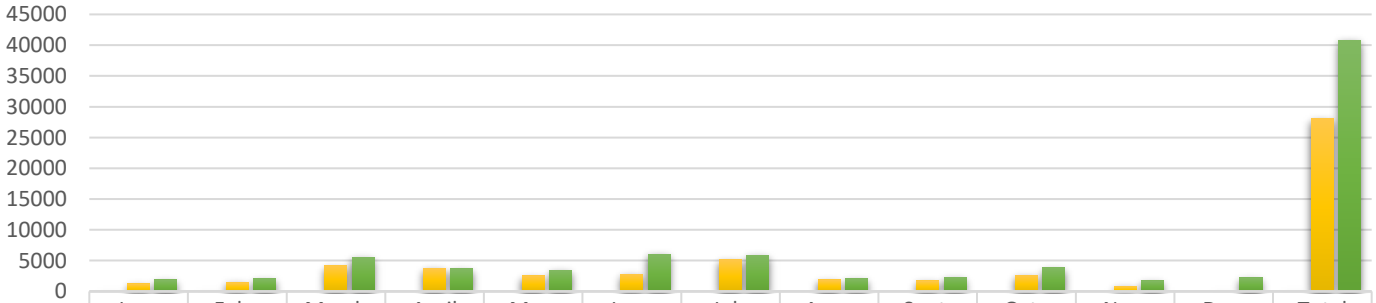
Note: Visitor Center has been closed since November 22, 2024 due to water damage and mold to the garage doors.

February Visitation Report

	February Comparison			YTD Comparison		
	2023	2024	2025	2023	2024	2025
Roswell Only	71	74	0	149	168	0
New Mexico Visitors	104	69	0	249	129	0
(Not including Roswell Area)						
US Visitors	1748	1158	0	3247	2135	0
(Not including New Mexico)						
International Visitors	158	146	0	298	259	0
Unknown	0	0	0	0	0	0
Totals Visitors	2081	1447	0	3943	2691	0

Numbers reflected above are by calendar year
Now closed on Sundays & Mondays

Visitor Comparison By Calendar Year



	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
2025	0	0											0
2024	1244	1447	4159	3769	2531	2776	5144	1881	1718	2596	834	0	28099
2023	1862	2081	5566	3674	3455	6053	5896	2073	2326	3851	1726	2200	40763

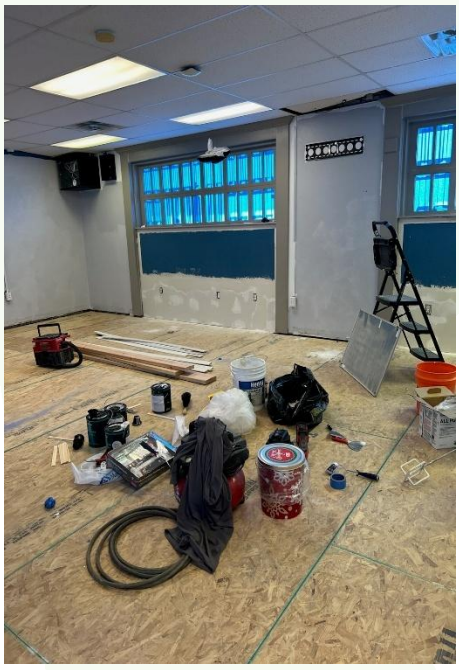
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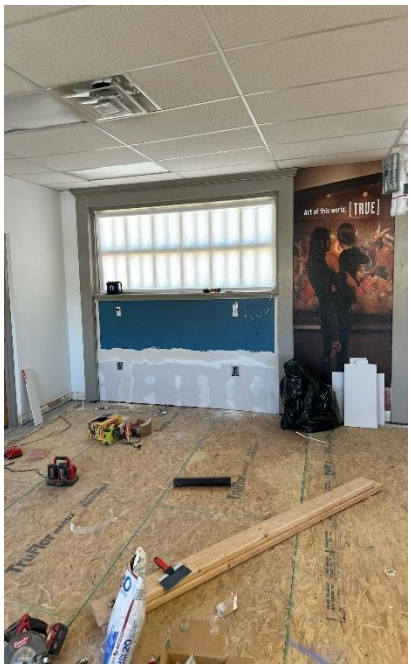
roswell-nm.gov
seeroswell.com

Facility Operations:

- Posted events on Community Calendar, SeeRoswell.com and Visit Widget that were submitted to the websites or events that we have looked for through using other resources.
- Promoted blood drives, small businesses, Spring River Zoo, Virtual Events, Roswell Museum and CSPs on KENW-Portales radio station every Thursday which is written by Visitor Center Staff.
- Updated inventory numbers at Visitors Center once a week and stock room once a month.
- Worked on staff training to help with advancements. Staff has started on new CBT that is required yearly.
- Visitor Center Staff Meeting & 1:1 Meetings
- Safety Committee Meeting at Roswell Air Center 2/12/2025
- Customer Service Training 2/13/25 @ RCCEDC
- OTB Meeting
- NCAR Community Meeting 2/27/25 @ Roswell Chamber of Commerce.
- AED Committee Meeting 2/28/25
- Visitor Center staff are still helping other departments as repairs to building are ongoing.







No data to report on Top 5 Zip Codes & Surrounding Areas.

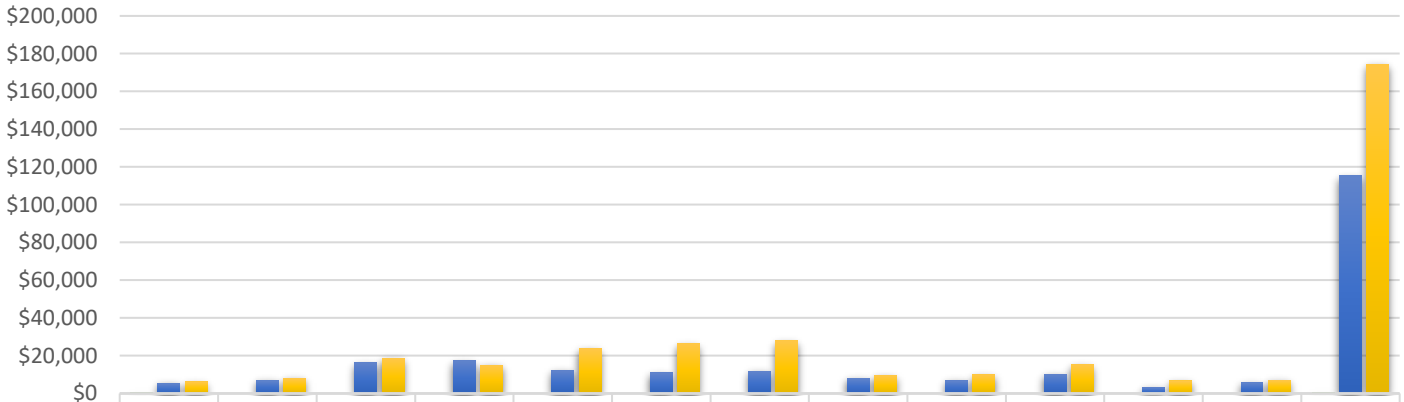
No data to report on Top 5 States to Visit.

Attended the Travel Adventure Show 2/20/25 – 2/24/25; grant partnership with Santa Fe, Albuqurque, Las Cruces, Farmington, and Red River.





Calendar Year 2025 Revenue Comparison



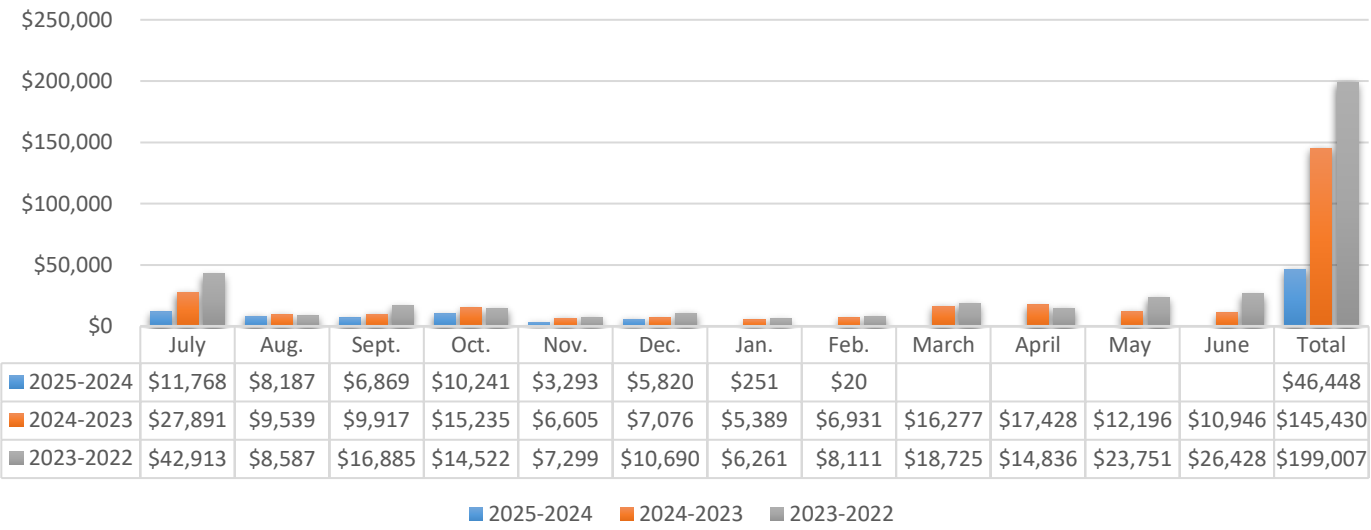
	Jan.	Feb.	Mar.	Apr.	May	Jun.	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
2025	$251	$20											$270.80
2024	$5,389	$6,931	$16,277	$17,428	$12,196	$10,946	$11,768	$8,187	$6,869	$10,241	$3,293	$5,820	$115,345
2023	$6,261	$8,111	$18,725	$14,836	$23,751	$26,428	$27,891	$9,539	$9,917	$15,235	$6,605	$7,076	$174,373

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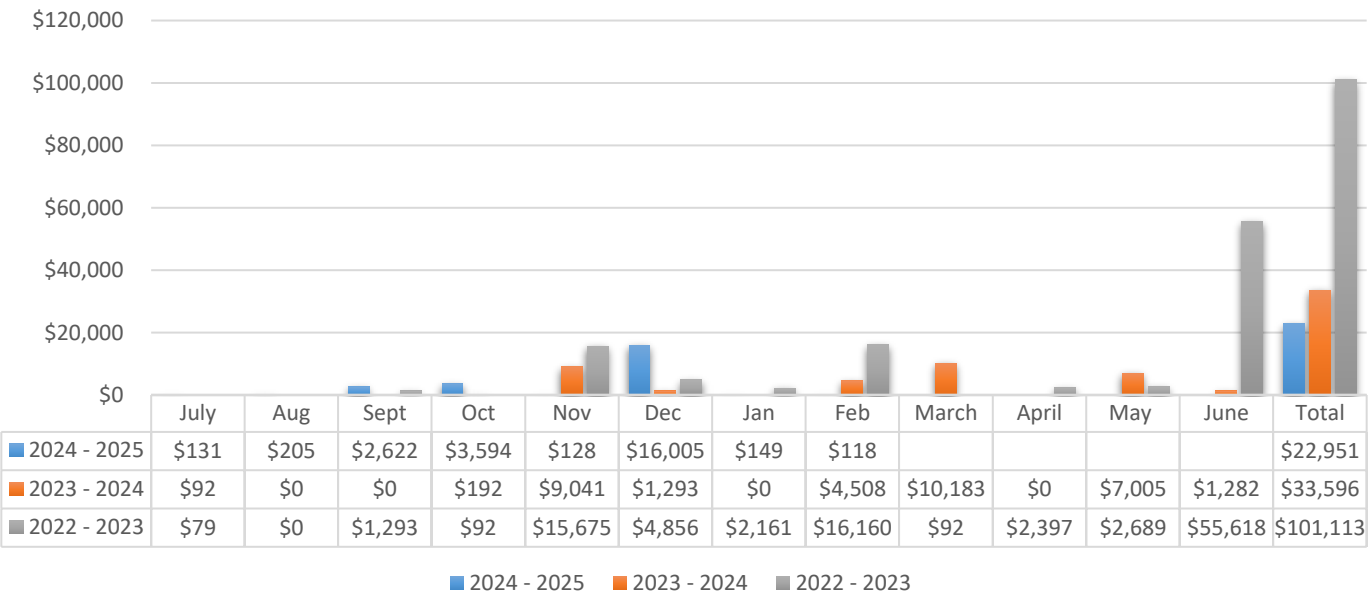
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Fiscal Year Revenue Comparison



	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	Total
2025-2024	$11,768	$8,187	$6,869	$10,241	$3,293	$5,820	$251	$20					$46,448
2024-2023	$27,891	$9,539	$9,917	$15,235	$6,605	$7,076	$5,389	$6,931	$16,277	$17,428	$12,196	$10,946	$145,430
2023-2022	$42,913	$8,587	$16,885	$14,522	$7,299	$10,690	$6,261	$8,111	$18,725	$14,836	$23,751	$26,428	$199,007

Fiscal Year 2025 Merchandise Expenses



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total
2024 - 2025	$131	$205	$2,622	$3,594	$128	$16,005	$149	$118					$22,951
2023 - 2024	$92	$0	$0	$192	$9,041	$1,293	$0	$4,508	$10,183	$0	$7,005	$1,282	$33,596
2022 - 2023	$79	$0	$1,293	$92	$15,675	$4,856	$2,161	$16,160	$92	$2,397	$2,689	$55,618	$101,113

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