FINANCE COMMITTEE AGENDA

Thursday, November 6, 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: Tammi Smith

A. **CALL TO ORDER**

B. **ROLL CALL**

C. **APPROVAL OF AGENDA**

D. **FLOOD DISASTER UPDATES**

E. **BUDGET PLANNING**

1. Water and Waste Water's Five-Year Plan

F. **ACTION ITEMS**

2. Consider recommending the adoption of Resolution 25-XX, creating the Roswell Flood Recovery Taskforce. (Cortez)(pg. 4)

3. Approval of a budget adjustment for an award from the New Mexico Board of Finance Emergency Operating Fund Grant in the amount of $970,000.00, and authorization of a purchase order to 411 Equipment, LLC in the amount of $960,055.12, for the purchase of two (2) Mini Rescue Pumers with NFPA-compliant equipment and Amkus Rescue Tools, to be included on the Consent Agenda. This procurement will be made under CES Contract #2024-24-C115-ALL. (Chavez)(pg. 8)

4. Consider approval of a budget adjustment in the amount of $123,270 to fund the Paladin Drones software and equipment contract. This adjustment will re-establish funding that should have been carried over from FY25 but was not included in the FY26 Police Department budget. (Aldana)(pg. 10)

5. Approval to move money from the Roswell Police Department school district line item (SRO) to provide thirteen (13) non-union, civilian employees of the Roswell Police Department with over one (1) year of service with a $2,000 one-time retention bonus. (Aldana)(pg. 50)

6. Consider approval of the recommendation of award for ITB-26-003 - SWAT Warehouse Renovation and Covered Parking Structure to Hubbard & Sons, Inc., in the amount of $89,874.24 (including Gross Receipts Tax). (Aldana)(pg. 51)

7. Approval of a $3,312,241.00 budget adjustment for the Isolation Gate Capital Project at the Wastewater Plant. (Steward)(pg. 57)

8. Consider approval of award for ITB-25-009: Roswell Air Center Taxiway C Rehabilitation Project to Constructors, Inc. in the amount of $562,347.38 (including GRT). (Thompson)(pg. 60)

9. Consider approval of the award for ITB-26-004: Diagnostic, Service, and Replacement of Heating, Air Conditioning, and Dehumidification Systems at the Aquatic Facility to Advanced Airflow Technology.(Burress)(pg. 64)

10. Consider recommending the adoption of Resolution 25-XX approving a budget adjustment for the fiscal year ending June 30, 2026. (Gomez)(pg. 66)

G. **APPROVAL OF MINUTES**

11. Consider approval of the October 02, 2025, Regular Finance Committee Minutes.(pg. 69)

H. **NON-ACTION ITEMS**

12. Golf September Report (pg. 79)

13. Visitor Center (pg. 83)

14. Lodgers Tax (pg. 87)

15. Public Affairs (pg. 93)

16. Museum Monthly Report (pg. 97)

17. Roswell Public Library Monthly Report (pg. 100)

18. Cannabis Excise Tax (pg. 103)
Gross Receipts Tax

19. Report on Air Races (pg. 107)

20. Main Street Roswell (pg. 110)

21. Roswell Hispano Chamber of Commerce (pg. 137)

22. Roswell Chaves-County Economic Development Corporation (pg. 147)

I. **TABLED ITEMS**

23. Consider recommendation of the National Championship Air Races Lodgers' Tax Funding Request to City Council in the amount of $300,000 for marketing as outlined in their Memorandum of Understanding. (Conyers)(pg. 171)

24. Consider the recommendation of the Galacticon Fair Lodgers' Tax Funding Request to the City Council to open negotiations with the City of Roswell for sponsorship. (Conyers)(pg. 179)

25. Consider the recommendation of the Galacticon and Roswell Daily Record Funding Request to the City Council in the amount of $20,000 for marketing, sanitation, and security. (Conyers)(pg. 187)

26. Consider the recommendation of the Roswell Daily Record Lodgers' Tax Funding Request to City Council to open negotiations with the City of Roswell for sponsorship. (Conyers)(pg. 195)

27. Consider the recommendation of MainStreet Roswell for UFO Festival Lodgers' Tax Funding

Request to City Council in the amount of $20,000 for marketing, sanitation, and security, and open negotiations with the City of Roswell for sponsorship. (Conyers)(pg. 203)

J. PUBLIC PARTICIPATION

K. 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 25-28.

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

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 at least one week prior to the meeting or Clerk at 575-624-6700 if a summary of other type of accessible format is needed. **Printed and posted on Monday, November 3, 2025.**

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ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 2.
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider recommending the adoption of Resolution 25-XX, creating the Roswell Flood Recovery Taskforce. (Cortez)

BACKGROUND:
Initiated by: Councilor Cortez

The City of Roswell, New Mexico, suffered massive flooding on October 19 and 20, 2024, that was well outside the 100-year floodplain, and the Mayor and Governor declared a disaster. The City of Roswell passed an emergency ordinance on March 30, 2025, to increase the Gross Receipts Tax (GRT) for flood damage repairs starting on July 1, 2025. The City has the authority to generally protect the property of its municipality and its inhabitants, regulate flood and mudslide-hazard areas, regulate and conduct municipal flood control activities, and create a task force by resolution.

FINANCIAL CONSIDERATION:
N/A

LEGAL REVIEW:
No legal review at this time.

BOARD AND COMMITTEE ACTION:
This is the first consideration of the resolution.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Resolution 25-XX Creating the Roswell Flood Recovery Taskforce

RESOLUTION 25-XX

A RESOLUTION CREATING THE ROSWELL FLOOD RECOVERY TASKFORCE

WHEREAS, the City of Roswell, New Mexico suffered massive flooding on October 19 and 20, 2024 that was well outside of the 100-year flood plain and a disaster was declared by the Mayor and Governor; *and*

WHEREAS, the City Council of Roswell passed on March 30, 2025, an emergency ordinance to increase the Gross Receipts Tax (GRT) for flood damage repairs starting on July 1, 2025, *and*

WHEREAS, the City of Roswell has the authority under NMSA 1978, §3-18-1 to "protect generally the property of its municipality and its inhabitants," *and*

WHEREAS, the City has the authority to regulate flood and mudslide hazard areas NMSA 1978, §3-18-7, *and*

WHEREAS, the City has the authority to regulate and conduct municipal flood control activities, NMSA 1978, § 3-41-1 et seq., *and*

WHEREAS, the City has the ability to create a taskforce via resolution pursuant to Roswell Code § 2-96.

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

1. The Flood Recovery Taskforce ("Taskforce") for the City of Roswell is hereby created pursuant to provisions of this Resolution.

2. Purpose and authority;

(a) The Taskforce is established and authorized to make recommendations to the City Council. These recommendations shall concern flood rebuilding, repairing, replacing, and hardening of municipal properties damaged by a flood consistent with the most current edition of the FEMA National Disaster Recovery Framework and other defined best practices.

(b) The Taskforce shall also make recommendations to achieve National Preparedness Goals of prevention, protection, mitigation, response, and recovery from flooding and make recommendations concerning capital improvement projects and priorities to achieve those goals.

DRAFT

(c) Communicate with the community and other governmental agencies.

3. The Taskforce shall not have any supervisory or management authority over any City employee or any party who contracts with the City nor shall the Taskforce represent or have authority to act on behalf of the City in dealings with The Taskforce shall abide by Roswell City Code §§ 2-96 to 2-105 and the Open Meetings Act resolution as adopted by the City Council annually.

4. Taskforce meetings shall be held at a date, time, and location designated by the Taskforce. The City Manager or designee shall attend and participate in all meetings as an ex-officio member. Taskforce members shall have full access to municipal records, except those precluded by law. Staff shall provide all non-confidential information to the Taskforce to aid in their deliberations. The Taskforce shall keep minutes of the meeting and shall present those minutes for review and approval by the Taskforce during its next regular meeting.

5. The approved minutes of proceedings shall be kept on file in the office of the City Clerk. The Taskforce's meetings shall be held within the corporate limits of the City of Roswell, subject to customary State and City requirements for public access and notice. The Taskforce shall meet at least quarterly and at such other times as the Taskforce shall determine useful to the conduct of its business.

6. The Taskforce shall be made up of 5 members, all of whom shall be appointed by the City. Appointment to the Taskforce shall be made by nomination by the Mayor and confirmation by the City Council. Vacancies shall be filled in the same manner. Taskforce members shall each serve a four-year term, except that two of the initial members shall each serve a two-year term.

7. While membership on the Taskforce may be appropriately extended to any qualified person with an interest, it is the express policy of the City Council not to appoint persons who have a significant business interest in the anticipated considerations of the Taskforce. Nominees for the Taskforce shall be persons experienced in the fields of public safety, construction, architecture, engineering, hydrology, or other qualifications that are necessary or appropriate to conducting the mission of the Taskforce.

8. Taskforce members serve strictly as volunteers and serve at the will of the governing body with no compensation, reimbursement or authority other than advisement to the Mayor and City Council.

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PASSED, ADOPTED, SIGNED and APPROVED the ___ day of _____, 2025.

CITY SEAL

Timothy Z. Jennings,
Mayor

ATTEST:

Amalia Martinez,
City Clerk

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ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 3.
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of a budget adjustment for an award from the New Mexico Board of Finance Emergency Operating Fund Grant in the amount of $970,000.00, and authorization of a purchase order to 411 Equipment, LLC in the amount of $960,055.12, for the purchase of two (2) Mini Rescue Pumers with NFPA-compliant equipment and Amkus Rescue Tools, to be included on the Consent Agenda. This procurement will be made under CES Contract #2024-24-C115-ALL. (Chavez)

BACKGROUND:
Initiated by: Steve Chavez

The Roswell Fire Department was awarded a grant from the New Mexico Board of Finance under the Emergency Operating Fund Grant on October 24, 2025. The Department sustained the loss of multiple critical vehicles, including structural pumpers, command vehicles, and brush/rescue trucks, which were submerged for an extended period and deemed beyond repair. This has forced the Fire Department to rely on aged reserve units to maintain emergency response operations.

A qualified vendor currently has two chassis in stock that can be used to build the replacement Mini Rescue Pumpers immediately. However, if those chassis are no longer available by the time funding is approved, the City may face a wait time of up to two years for new chassis to become available. Given the emergency nature of the need and the limited availability of equipment, the Roswell Fire Department recommends proceeding with the purchase as quickly as possible to ensure operational readiness and continuity of emergency response services.

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

Revenue: 1101-444900 (State LegAp-Miscellaneous) -- $970,000.00

Expense: 11014121-871506 (Capital Outlay - Vehicles) -- $970,000.00

LEGAL REVIEW:
n/a

BOARD AND COMMITTEE ACTION:
This is the first time this item is being presented.

STAFF RECOMMENDATION:
Approval of a budget adjustment for an award from the New Mexico Board of Finance Emergency Operating Fund Grant in the amount of $970,000.00, and authorization of a purchase order to 411 Equipment, LLC in the amount of $960,055.12, for the purchase of two (2) Mini Rescue Pumers with NFPA-compliant equipment and Amkus Rescue Tools, to be included on the Consent Agenda. This procurement will be made under CES Contract #2024-24-C115-ALL.

Attachments

411 Equipment, LLC Quote

411 Equipment, LLC
"Be in the Know"
7324 4th Street NW, Los Ranchos, NM 87107
(505) 242-1411 Phone

October 30, 2025

City of Roswell
Fire Department
Steve Chavez
Fire Chief

Dear Chief Chavez,

I am pleased to offer your department 2 Fouts Mini Pumpers with the NFPA Complaint Equipment and Amkus Rescue Tools for a grand total of $960,055.12 via my CES Contract #2024-24-C115-ALL, CODE: CES-10K. The price breaks down as follows:

Item	Description	Price
CES-10K	Ford F-550, 4 x 4, 2-Door, 300 gal. Tank, 1000 gpm	$426,411.00
KME-A050	Upgrade to 1500 gpm pump	$8,152.00
	Subtotal	$434,563.00
	CES 2% Discount	($8,691.00)
	New Subtotal less CES discount	$425,872.00
Unpublished Items		
	411 Equip. NFPA 1900 Complaint Equipment	$37,335.87
	HRCL HR Cutter	$14,802.00
	HRS HR Spreader	$16,541.00
	HRCT HR Combi Tool	$15,767.00
	HRR HR Ram	$12,987.00
	Subtotal with Unpublished Items	$523,304.87
	Extra Discount (8.27%)	($43,277.31)
	Grand Total for 1 Unit	$480,027.56
		X2
	Grand Total for 2 Units	**$960,055.12**

Each tool will come with two batteries and a multi charger. (Two multi chargers in total) Additional Conditions: Units will be picked up at our Albuquerque Office, NFPA Graphics included. 411 Equipment will be responsible for paying the CES fee. These units are subject to prior sale. This quote is valid for 60 days.
If you have any questions, please don't hesitate to call.

Thank you for this opportunity,

Alexis Marquez

Alexis Marquez
411 Equipment
Sales Manager
505-242-1411

Finance Committee
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:

Consider approval of a budget adjustment in the amount of $123,270 to fund the Paladin Drones software and equipment contract. This adjustment will re-establish funding that should have been carried over from FY25 but was not included in the FY26 Police Department budget. (Aldana)

BACKGROUND:

Initiated by: Albert Aldana

The City entered into a contract with Paladin Drones for drone software and equipment, which the Finance Committee and City Council approved in April 2025. The associated purchase order was intended to be carried forward into FY26, but it was missed during the development of the FY26 Police Department budget. This budget adjustment is necessary to provide funding for the first-year impleentation and support costs associated with the Paladin Drones contract. This adjustment will fully fund the Paladin Drones implementation and annual software support.

FINANCIAL CONSIDERATION:

Financial Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: n/a

Expense: 1101-4111-817505 (Capital Outlay - Equipment) - $30,000.00
1101-4111-663301 (Computer - Subscriptions/License) - $93,270.00

BOARD AND COMMITTEE ACTION:

The Public Safety Committee voted 5--0 and recommended placing this item on the consent agenda.

Attachments

Paladin contract

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: **5/15/2025** Final Term End Date: 5/14/**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: Divyaditya Shrivastava

Name: Divy Shrivastava

Title: CEO

0CITY OF ROSWELL, NM

By:

Name: **Timothy Z. Jennings**

Title: **Mayor**

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

City of Roswell

Chad Cole, City Manager

Exhibit A PALADIN

QUOTE

[See attached.]

PALADIN

Roswell Police Dept, NM

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

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

josh.ny@paladindrones.io

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

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 or with 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 amounts Customer 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

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 5.
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval to move money from the Roswell Police Department school district line item (SRO) to provide thirteen (13) non-union, civilian employees of the Roswell Police Department with over one (1) year of service with a $2,000 one-time retention bonus. (Aldana)

BACKGROUND:
Initiated by: Alberto Aldana

The Roswell Police Department has thirteen (13) non-union, civilian employees who were ineligible for the department's retention bonus given to all other employees in FY25. This retention money will be utilized with money received from the Roswell Independent School District, which is paid through our School Resource Officer program. With the thirteen employees, the Roswell Police Department has requested $26,000.00 to pay a $2,000.00 per employee as a retention bonus.

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

Revenue: 1101-489116 (Misc - School Resource Officer) -- $100,000.00 (Revenue was Budgeted)

Expense: 11014111-511110 (Full-Time Salary) -- $26,000.00 (Budget Adjustment Needed)

LEGAL REVIEW:
n/a

BOARD AND COMMITTEE ACTION:
The Public Safety Committee was presented with this item on 10/14/25, with a unanimous vote to send the item to the Finance Committee Meeting.

STAFF RECOMMENDATION:
Approval to move money from the Roswell Police Department school district line item (SRO) to provide thirteen (13) non-union, civilian employees of the Roswell Police Department with over one (1) year of service with a $2,000 one-time retention bonus.

Finance Committee
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider approval of the recommendation of award for ITB-26-003 - SWAT Warehouse Renovation and Covered Parking Structure to Hubbard & Sons, Inc., in the amount of $89,874.24 (including Gross Receipts Tax). (Aldana)

BACKGROUND:
Initiated by: Alberto Aldana

The City of Roswell issued ITB-26-003 seeking bids from qualified contractors for renovations to the SWAT Warehouse facility located at 4203 W. 2nd Street. The scope of work includes renovating approximately half of the existing warehouse to create a gym and training area, which involves framing new walls, applying interior finishes, and installing U.S. Rubber gym flooring. Additionally, the project includes constructing a covered roof structure on the east side of the warehouse to provide secured parking for the MRAP and Command Post vehicles. This project will be funded through Grant 24-I2883, which is reimbursable. All eligible expenses incurred under this project will be submitted for reimbursement in accordance with the grant's terms and conditions.

Bids were opened on October 1, 2025, and two responsive bids were received:

- Hubbard & Sons, Inc. -- $89,874.24 (including GRT)
- Custom Construction II, LLC -- $107,443.22 (including GRT)

Hubbard & Sons, Inc. submitted the lowest bid and is being recommended for award.

FINANCIAL CONSIDERATION:
Financial Impact (Revenue & Expense): Budgeted

Revenue: 1101-444900 (State Legal-Miscellaneous) -- $301,568.97

Expense: 11014111-817503 (Capital Outlay-Building/Improvements) -- $89,874.24
Current/Original Budget : $263,879.86
Remaining Budget: $257,959.34
Requested Amount: $89,874.24

LEGAL REVIEW:
Contract will be reviewed by the Legal Department upon award.

BOARD AND COMMITTEE ACTION:
The Public Safety Committee voted 5--0 and recommended placing this item on the consent agenda.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments
Award Recommendation Report
ITB 26-003 Bid Tabulation

Award Recommendation

Award Recommendation for: ITB-26-003 SWAT Warehouse Renovation and Covered Parking Structure

The City of Roswell issued Invitation to Bid (ITB) 26-003 seeking sealed bids from qualified contractors to complete renovations at the SWAT Warehouse facility, located at 4203 W. 2nd Street. The project includes converting approximately one-half of the existing warehouse into a gym and training area, including framing new walls, interior finishes, and the installation of U.S. Rubber gym flooring. The scope also includes constructing a covered roof structure on the east side of the warehouse to provide secured parking for the MRAP and Command Post vehicles.

Bids were opened on October 1, 2025. Two bids were received and reviewed:

- Hubbard & Sons, Inc. – Roswell, NM — Total Bid: $89,874.24 (including GRT)
- Custom Construction II, LLC – Roswell, NM — Total Bid: $107,443.22 (including GRT)

Hubbard & Sons, Inc. submitted the lowest bid.

Staff recommends award of ITB-26-003 to Hubbard & Sons, Inc. – Roswell, NM, in the amount of $89,874.24 (including GRT).

Sincerely,

Arely Peek,
Purchasing Agent

BID TABULATION

ITB No. ITB-26-003

SWAT Warehouse Renovation & Covered Parking Structure

BID SUBMISSION: October 1, 2025, at 2:00 pm

VENDOR TOTALS

Vendor	Subtotal	GRT	Total
Hubbard & Sons Inc	$83,008.75	$6,865.49	$89,874.24
Custom Construction II LLC	$99,235.64	$8,207.58	$107,443.22

COVERED ROOF

Covered Roof					Custom Construction II LLC		Hubbard & Sons Inc	
Selected	Line Item	Description	Quantity	Unit of Measure		Total		Total
X	1	Construct steel-framed roof structure over existing concrete (approx. 45’ x 25’) with steel posts, framing, and roof panels [*]	1	Lump Sump		$29,522.50		$31,500.00
Total						$29,522.50		$31,500.00

WOOD WALLS

Wood Walls					Custom Construction II LLC		Hubbard & Sons Inc	
Selected	Line Item	Description	Quantity	Unit of Measure		Total		Total
X	1	2x4 stud-framed wall with 7/16" OSB sheathing (approx. 17' x 20') [*]	1	Lump Sump		$6,778.02		$5,154.00
X	2	2x4 stud-framed wall with 7/16" OSB sheathing (approx. 17' x 20') [*]	1	Lump Sump		$6,778.02		$4,285.00
X	3	2x4 stud-framed wall with 7/16" OSB sheathing (approx. 21' x 17') [*]	1	Lump Sump		$6,803.02		$5,154.00
X	4	2x6 stud-framed separation wall with 7/16" OSB sheathing (approx. 40' x 24') [*]	1	Lump Sump		$9,387.20		$13,632.00
Total						$29,746.26		$28,225.00

PAINT

Paint					Custom Construction II LLC		Hubbard & Sons Inc	
Selected	Line Item	Description	Quantity	Unit of Measure		Total		Total
X	1	Paint all new gym walls (approx. 45’ x 57’ total surface area) [*]	1	Lump Sump		$9,593.10		$7,800.00
X	2	Paint OSB bathroom wall (approx. 5’ x 20’) [*]	1	Lump Sump		$374.10		$1,200.00
X	3	Paint OSB storage room wall (approx. 15’ x 20’) [*]	1	Lump Sump		$1,122.00		$3,600.00
Total						$11,089.20		$12,600.00

FLOORING

Flooring					Custom Construction II LLC		Hubbard & Sons Inc	
Selected	Line Item	Description	Quantity	Unit of Measure		Total		Total
X	1	Install U.S. Rubber 8mm gym/weight room flooring (or approved equivalent) (approx. 40’ x 40’) [*]	1	Lump Sump		$14,438.84		$9,233.75
Total						$14,438.84		$9,233.75

GENERAL

General					Custom Construction II LLC		Hubbard & Sons Inc	
Selected	Line Item	Description	Quantity	Unit of Measure		Total		Total
X	1	Cleanup, debris removal, and site restoration [*]	1	Lump Sump		$14,438.84		$1,450.00
Total						$14,438.84		$1,450.00

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 7.
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of a $3,312,241.00 budget adjustment for the Isolation Gate Capital Project at the Wastewater Plant. (Steward)

BACKGROUND:
Initiated by Naomi Steward

The Isolation Gates were discussed at the August 18, 2025, Infrastructure Committee Meeting. Following that discussion, the Infrastructure Committee requested that the item be placed on the Finance Committee agenda as an action item. The isolation gates present a safety concern due to the condition and design of the equipment, which currently cannot reliably secure the gates in a closed position to control or isolate water flow to different areas within the plant.

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

Revenue: N/A

Expense: 53014355-817504 (Capital Outlay - Infrastructure) -- $3,312,241.00

LEGAL REVIEW:
No legal review required at this time

BOARD AND COMMITTEE ACTION:
The Isolation Gates were discussed at the August 18, 2025, Infrastructure Committee Meeting. Following that discussion, the Infrastructure Committee requested that the item be placed on the Finance Committee agenda as an action item.

STAFF RECOMMENDATION:
Approval of a $3,312,241.00 budget adjustment for the Isolation Gate Capital Project at the Wastewater Plant.

Attachments

Isolation Gates Engineer Proposal

Water Control Slide Gate Replacement

Material Costs from Golden Harvest April 2025	Stainless Steel	Aluminum	Inflation for 2026
Total Cost for 5 Gates	$ 88,225.00	$ 75,850.00	10%
Cost per Each Gate	$ 17,645.00	$ 15,170.00	

Item	Unit Price	Quantity	Unit	Extended Price
Stainless Steel Slide Gate Material Costs	$ 19,410	30	EA	$ 582,285
Slide Gate Demo & Installation @ 50%	$ 9,705	30	EA	$ 291,143
Bypass Pumping	$ 500,000	1	LS	$ 500,000
Electrical	$ 25,000	1	LS	$ 25,000
Contractor Mobilization/Demobilization		5%	LS	$ 68,671
Contractor Overhead, Bonds & insurance		15%	LS	$ 206,014
Contractor Fee/Profit		15%	LS	$ 206,014
		Subtotal		**$ 1,879,127**
Contingency			30%	$ 563,738
Engineering (6% of Construction Costs)			6%	$ 146,572
Market Volatility Adjustment Factor			25%	$ 469,782
			Total Excluding NMGRT	**$ 3,059,219**
			NMGRT 8.2708%	$ 253,022
			Total Including NMGRT	$ 3,312,241

Width	Height	Opening		Actuator	Frame Type	Remarks
4'-0"	3'-6"	Downward Closing		Electric	Wall Mount	
4'-0"	3'-6"	Downward Closing		Electric	Wall Mount	
4'-0"	3'-6"	Downward Closing		Electric	Wall Mount	
5'-6"	4'-6"	Downward Closing		Manual	Embedded	
4'-0"	4'-6"	Downward Closing		Manual	Embedded	
4'-0"	5'-0"	Downward Closing		Manual	Embedded	
4'-0"	5'-0"	Downward Closing		Manual	Embedded	
4'-0"	3'-6"	Downward Closing		Manual	Embedded	
4'-0"	3'-6"	Downward Closing		Manual	Embedded	
4'-0"	3'-6"	Downward Closing		Manual	Embedded	
10'-0"	2'-0"	Downward Closing Weir Gate		Manual	Wall	
10'-0"	2'-0"	Downward Closing Weir Gate		Manual	Wall	
10'-0"	2'-0"	Downward Closing Weir Gate		Manual	Wall	
5'-0"	2'-6"	Downward Closing Weir Gate		Manual	Wall	
5'-0"	2'-6"	Downward Closing Weir Gate		Manual	Wall	
5'-0"	2'-6"	Downward Closing Weir Gate		Manual	Wall	
6'-0"	2'-6"	Downward Closing Weir Gate		Manual	Wall	
6'-0"	2'-6"	Downward Closing Weir Gate		Manual	Wall	
6'-0"	2'-6"	Downward Closing Weir Gate		Manual	Wall	
8'-0"	2'-6"	Downward Closing Weir Gate		Manual	Wall	
8'-0"	2'-6"	Downward Closing Weir Gate		Manual	Wall	
8'-0"	2'-6"	Downward Closing Weir Gate		Manual	Wall	
8'-0"	2'-6"	Downward Closing Weir Gate		Manual	Wall	
8'-0"	2'-6"	Downward Closing Weir Gate		Manual	Wall	
8'-0"	2'-6"	Downward Closing Weir Gate		Manual	Wall	
3'-0"	3'-0"	Canal Gate		Manual	Wall	
3'-0"	3'-0"	Canal Gate		Manual	Wall	
3'-0"	3'-0"	Canal Gate		Manual	Wall	
2'-0"	3'-0"	Downward Closing		Manual	Embedded	Not to be replaced at this time
2'-0"	3'-0"	Downward Closing		Manual	Embedded	Not to be replaced at this time
2'-0"	2'-0"	Downward Closing		Manual	Wall	
3'-0"	3'-0"	Downward Closing		Manual	Wall	
4'-0"	4'-0"	Downward Closing		Manual	Wall	No longer in use?
4'-0"	4'-0"	Downward Closing		Manual	Wall	No longer in use?

Finance Committee
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider approval of award for ITB-25-009: Roswell Air Center Taxiway C Rehabilitation Project to Constructors, Inc. in the amount of $562,347.38 (including GRT). (Thompson)

BACKGROUND:
Initiated by: Bobbi Thompson

The City of Roswell issued ITB-25-009 for the Rehabilitation of Taxiway C at the Roswell Air Center. The funding sources for this project are FAA Grant AIP 3-35-0035-053-2025 and NMDOT Grant 25-04.

The project consists of milling the existing asphalt pavement, overlaying with new asphalt, applying pavement markings, and completing associated improvements in accordance with FAA specifications.

The bid was publicly advertised for three consecutive weeks and made available through QuestCDN.

Two bids were received:

Mountain States Constructors, Inc. (Albuquerque, NM) -- $726,997.60 (excluding GRT)

Constructors, Inc. (Carlsbad, NM) -- $519,389.70 (excluding GRT)

Both bids were reviewed for responsiveness, bid bonds, licensing, and federal compliance. Lochner, the City's engineering consultant, recommended award of Schedule I to Constructors, Inc. as the low bidder in the amount of $562,347.38 (including GRT).

FINANCIAL CONSIDERATION:
Financial Impact (Revenue & Expense): Budgeted

Revenue: 5100-441352 (Air Center - Federal Grants FFA)

Expense: 51004334-817504 (Air Center - Capital Outlay Infrastructure)
Current/Original Budget: $26,162,585.77
Remaining Budget: $13,622,750.95
Requested Amount: $562,347.38

LEGAL REVIEW:
Contract will be reviewed by the Legal Department upon award.

BOARD AND COMMITTEE ACTION:
The Legal Committee recommended this item by a vote of 5-0 at the October 26, 2025, meeting.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

ITB-25-009 Roswell Air Center Taxiway C Rehabilitation Project - Bid Tabulation TS
ITB-25-009 Roswell Air Center- Taxiway C Rehabilitation Project - AWARD RECOMMENDATION

Lochner

BID TABULATION

Roswell Air Center
Roswell, New Mexico
Rehabilitate Taxiway C (STA 58 + 24 to STA 75+03)
AIP No. 3-35-0035-053-2025
Lochner No. 24227 TO01
Bid Opening: July 15, 2025 at 2:00 p.m.

					Engineer's Estimate		Constructors, Inc.		Mountaint States Constructors, Inc	
Item No.	Spec No.	Description	Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule I - Rehabilitate Taxiway C (STA 58+24 to STA 75+03)										
1	C-100	Mobilization (10% Max.)	1	LS	$ 110,000.00	$ 110,000.00	$ 50,000.00	$ 50,000.00	$ 65,000.00	$ 65,000.00
2	C-105	Contractor Quality Control Program (CQCP)	1	LS	$ 150,000.00	$ 150,000.00	$ 13,000.00	$ 13,000.00	$ 52,500.00	$ 52,500.00
3	C-110	Method of Estimating Material	INCIDENTAL	INCIDENTAL	INCIDENTAL	INCIDENTAL	INCIDENTAL	INCIDENTAL	INCIDENTAL	INCIDENTAL
4	P101a	Remove Asphalt Mat (Rotomill Partial Depth, 4 Inches)	9,325	SY	$ 25.00	$ 233,125.00	$ 3.20	$ 29,840.00	$ 8.00	$ 74,600.00
5	P-101b	Joint Sealant (D6690)	INCIDENTAL	INCIDENTAL	INCIDENTAL	Incidental	INCIDENTAL	INCIDENTAL	INCIDENTAL	INCIDENTAL
6	P-401a	Asphalt Surface Course Overlay 4" (75 Gyration)	2895	TONS	$ 235.00	$ 680,325.00	$ 77.00	$ 222,915.00	$ 152.00	$ 440,040.00
7	P-401b	Bituminous Material (PG 70-22)	203	TONS	$ 1,100.00	$ 223,300.00	$ 750.00	$ 152,250.00	$ 152.00	$ 30,856.00
8	P-603	Emulsified Asphalt Tack Coat	1,679	GAL	$ 5.00	$ 8,395.00	$ 3.50	$ 5,876.50	$ 3.00	$ 5,037.00
9	P-610	Structural Portland Cement Concrete	INCIDENTAL	INCIDENTAL	INCIDENTAL	INCIDENTAL	INCIDENTAL	INCIDENTAL	INCIDENTAL	INCIDENTAL
10	P-620a	Taxiway Markings (Yellow and Black)	11684	SF	$ 2.00	$ 23,368.00	$ 2.30	$ 26,873.20	$ 2.90	$ 33,883.60
11	P-620b	Marking Removal	4115	SF	$ 2.50	$ 10,287.50	$ 2.60	$ 10,699.00	$ 3.00	$ 12,345.00
12	P-620c	Reflective Media, Type III Beads	392	LBS	$ 8.00	$ 3,136.00	$ 8.00	$ 3,136.00	$ 8.00	$ 3,136.00
13	L-125	Reflective Pavement Edge Marker	16	EA	$ 200.00	$ 3,200.00	$ 300.00	$ 4,800.00	$ 600.00	$ 9,600.00
TOTAL SCHEDULE I					**$**	**1,445,136.50**	**$**	**519,389.70**	**$**	**726,997.60**

Lochner

July 25, 2025

Bobbi Thompson
City of Roswell
1 Jerry Smith Circle
Roswell, NM 88203

RE: Award Recommendation Letter
Schedule I – Rehabilitate Taxiway C (STA 58+24 to 75+03)
Roswell Air Center – Roswell, New Mexico
AIP No. 3-35-0035-053-2025 | Lochner No. 24227

Dear Ms. Thompson:

Bids were received for the above referenced project on July 15, 2025. Two (2) bids were received and are shown in the attached bid tabulation.

The bids were reviewed for math errors, bid bonds, and other items of responsiveness. All two (2) bids appear to be responsive. A general review of each bid is summarized below:

CONTRACTOR	5% Bid Bond Included	Req'd Proposal Sheets Included	Addenda Ack'd	Listed on Federal Disbarred Contractors List[1]	Proper Contractor Licensing
Constructors, Inc.	Yes	Yes	Yes	No	Yes
Mountain States Constructors, Inc.	Yes	Yes	Yes	No	Yes

A great deal of effort was put forth to attract bidders to this project. The advertisement for bids for the project was published for three (3) weeks prior to the bid opening. A pre-bid conference was held onsite to answer questions and show the project to potential bidders.

Based on conversations with FAA ADO staff, it is believed that sufficient funds are available for the budget listed below. A grant application is enclosed with this letter and should be signed and forwarded to the FAA as soon as possible.

Our recommendation is to award Schedule I to Constructors, Inc. for a total contract amount of $519,389.70 (excluding NMGRT) upon receiving concurrence from the FAA program manager.

The following budget needs to be developed for AIP No. 3-35-0035-053-2025 consisting of:

Schedule I – Rehabilitate Taxiway C (STA 58+24 to 75+03)

DESCRIPTION	AMOUNT
Construction	
Schedule I (Incl. NMGRT)	$562,347.38
Construction Total	**$562,347.38**
Engineering	
Design Engineering (Incl. NMGRT)	$254,403.90
Construction Engineering (Incl. NMGRT)	$152,120.47
Engineering Total	**$406,524.37**
Administration	
Admin Expenses (Estimated)	$5,000.00
Administration Total	**$5,000.00**
Total Project Cost	**$973,871.76**
Budget Summary	
FAA Share 95.00%	**$925,178.17**
State Share 4.00%	**$38,954.87**
Local Share 1.00%	**$9,738.72**

We will send the Notice of Award for signature once approval is received from the FAA Program Manager and a FAA Grant Agreement is executed.

If you have any questions regarding this matter, please contact our office. We look forward to getting this project completed.

Sincerely,
LOCHNER

Amy Martinez
Airport Design Engineer/Project Manager

Enclosures: Bid Tabulation
Grant Application Sheets

Finance Committee 9.
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider approval of the award for ITB-26-004: Diagnostic, Service, and Replacement of Heating, Air Conditioning, and Dehumidification Systems at the Aquatic Facility to Advanced Airflow Technology. (Burress)

BACKGROUND:
Initiated by: James Burress

The City of Roswell issued ITB-26-004 to secure a qualified contractor for the diagnostic, maintenance, repair, and replacement of specialized HVAC and dehumidification systems at the Roswell Recreation and Aquatic Center. The facility is equipped with Seresco dehumidification units and Daikin VRV heating and air conditioning systems, which require manufacturer-certified technicians for proper servicing.

The solicitation was publicly advertised. One bid was received from Advanced Airflow Technology, a Roswell-based contractor. The firm met all qualification requirements and is recommended for award.

FINANCIAL CONSIDERATION:
This contract will be issued as an on-call service agreement. Actual expenditures will vary based on service requests and will be funded through the department's operating budget.

LEGAL REVIEW:
Contracts to be reviewed by the Legal Department upon award.

BOARD AND COMMITTEE ACTION:
The item was presented to the Infrastructure Committee at its October 20, 2025, meeting. It was recommended by a vote of 3-2 and referred to the Finance Committee and Legal Committee. It will be placed on the Legal Committee's agenda for November 18, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

ITB-26-004 Bid Tabulation

BID TABULATION
ITB No. ITB-26-004
Diagnostic, Service, and Replacement of Aquatic Facility Heating, Air Conditioning, and Dehumidification Systems

SUBMISSION DEADLINE: October 7, 2025, at 2:00 pm

PRICING TABLE - SERVICES & LABOR

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Diagnostic service visit	1	Per Visit	$170.00	$170.00
2	Technician labor	1	Per Hour	$170.00	$170.00
3	Preventive maintenance service (cleaning, inspection, calibration)	1	Per Visit	$170.00	$170.00
4	Refrigerant recharge (R-410A or equivalent)	1	Per Pound	$65.00	$65.00
5	Leak detection / nitrogen pressure test	1	Per Test	$5,000.00	$5,000.00
6	Crane or special equipment (if required)	1	Per Use/Day	$1,000.00	$1,000.00

PRICING TABLE - REPLACEMENT PARTS

Line Item	Description	Unit of Measure	Percentage
1	Replacement parts	% Over Cost	45%

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 10.
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider recommending the adoption of Resolution 25-XX approving a budget adjustment for the fiscal year ending June 30, 2026. (Gomez)

BACKGROUND:
The New Mexico Department of Finance Administration (DFA) requires governing body approval for any budget adjustment that increases or decreases revenue or expenditures in the approved budget. The finance department is requesting approval of budget adjustments, as summarized in Exhibit "A", to align the City's FY2025-2026 budget with current funding allocations. These adjustments include updates to various grants, transfers, and departmental budgets.

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

The total impact of these adjustments is summarized below:

- Revenues $1,485,287.33
- Expenses $9,843,558.71

LEGAL REVIEW:
No legal review is required for this budget adjustment.

BOARD AND COMMITTEE ACTION:
Consider recommending the adoption of Resolution 25-XX approving a budget adjustment for the fiscal year ending June 30, 2026.

STAFF RECOMMENDATION:
Staff recommends approval of Resolution 25-XX, authorizing budget adjustments as presented in Exhibit "A".

Attachments

Exhibit A
Resolution 25-XX

City of Roswell
Budget Adjustment
November 2025

Fund	Department		Category (Revenue/Expense)	Description	Proposed Adjustment (+/-)
General	Animal Control	1101-444900	Revenue	NM Board of Veterinary Examiners Grant	13,800.00
General	Fire	1101-444900	Revenue	NM Board of Finance-Emergency Operating Fund Grant	970,000.00
General	Police	1101-444900	Revenue	NMDPS Lt Fred Beers III Honor Guard	12,070.27
General	Police	1101-444900	Revenue	West Second Street Buildings Grant 24-I2883	29,804.06
EMS	Ambulance EMS	2260-443550	Revenue	DOH Emergency Medical Services Fund Act	80,000.00
EMS	Fire EMS	2261-443500	Revenue	DOH Emergency Medical Services Fund Act	79,613.00
Water	Water	5301-444350	Revenue	Grant 23-H2393	300,000.00
					1,485,287.33
General	Animal Control	11014161-654814	Expenditure	NM Board of Veterinary Examiners Grant	13,800.00
General	Fire	11014121-817506	Expenditure	NM Board of Finance-Emergency Operating Fund Grant	970,000.00
General	Police	11014111-642904	Expenditure	NMDPS Lt Fred Beers III Honor Guard	12,070.27
General	Police	11014111-817503	Expenditure	West Second Street Buildings Grant 24-I2883	29,804.06
General	Police	11014111-663301	Expenditure	Paladin Drones (Did not carry over funds for PO)	93,270.00
General	Police	11014111-817505	Expenditure	Paladin Drones (Did not carry over funds for PO)	30,000.00
General	Police	11014111-511110	Expenditure	SRO Police Incentive Pay	26,000.00
EMS	Ambulance EMS	22604141-725605	Expenditure	DOH Emergency Medical Services Fund Act	80,000.00
EMS	Fire EMS	22614122-725601	Expenditure	DOH Emergency Medical Services Fund Act	79,613.00
Water	Water	53004351-654805	Expenditure	Insurance Premium	561,658.64
Wastewater	Wastewater Treatment Plant	53014355-817503	Expenditure	DeWatering Project (Did not carry over funds for PO)	150,134.21
Wastewater	Wastewater Treatment Plant	53014355-817504	Expenditure	Isolation Gates	3,312,241.00
Public Safety	Public Safety	55004125-511110	Expenditure	Full-Time Salaries	1,903,383.56
Public Safety	Public Safety	55004125-521210	Expenditure	Full-Time Overtime	1,057,870.80
Public Safety	Public Safety	55004125-541561	Expenditure	Phone Allowance	810.00
Public Safety	Public Safety	55004125-551510	Expenditure	FICA Tax	118,062.61
Public Safety	Public Safety	55004125-551520	Expenditure	Medicare Tax	27,610.72
Public Safety	Public Safety	55004125-561530	Expenditure	PERA	224,694.80
Public Safety	Public Safety	55004125-561535	Expenditure	NMRHCA	38,083.84
Public Safety	Public Safety	55004125-571536	Expenditure	Administration Fee	995.44
Public Safety	Public Safety	55004125-571540	Expenditure	Group Insurance	1,112,986.56
Public Safety	Public Safety	55004125-571550	Expenditure	Worker's Comp Fee	469.20
					9,843,558.71

RESOLUTION 25-XX

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO AMENDING THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2026, FOR VARIOUS GRANTS AND OTHER DEPARTMENTS.

WHEREAS, the governing body of the City of Roswell, State of New Mexico, has previously approved a budget for the fiscal year 2025-2026, ending June 30, 2026; and

WHEREAS, the City of Roswell desires to amend said budget for $1,485,287.33 in revenues and $9,843,558.71 in expenses, detailed in Exhibit A and summarized below:

- Various Funds: Revenues $1,485,287.33 and Expenses $9,843,558.71

WHEREAS, it is the majority opinion of the Governing Body that the proposed amended budget continues to meet fiscal requirements as currently determined for the fiscal year 2025-2026.

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

PASSED, ADOPTED, SIGNED, and APPROVED the 13th day of November 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Approval of Minutes 11.

Finance Committee
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Consider approval of the October 02, 2025, Regular Finance Committee Minutes.

Attachments

Draft of Minutes

Regular Meeting of the Finance Committee
City Hall – Large Conference Room
425 N. Richardson Ave.
Thursday, October 2, 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 25-28.

ROLL CALL
This meeting convened at 2:00 PM with Councilor Corn presiding. Councilor Cavin, Councilor Heldenbrand, Councilor Johnson, and Councilor Halvorson were present.

STAFF PRESENT
Debbie Reyer, Abraham Chaparro, Andrew Valadez, Enid Costley, Mac Rogers, Frank Rincon, Naomi Steward, Angela Garcia, Amalia Martinez, Caroline Brooks, Chad Cole, James MacCornack, Tammi Smith, Toni Gomez, Mayor Tim Jennings, Councilor Cristina Arnold, Hess Yntema, Steve Chavez, and Cloe Medrano

GUESTS PRESENT
Emily Valencia

GUESTS ONLINE
A. Dickerson COR VC, Jessica Parham, Lilliy, SH, TH – RDR, ZS, and 23 guests.

APPROVAL OF AGENDA

Councilor Heldenbrand made a motion to amend the agenda to moving Item 19 (previously tabled) to Item 10A for discussion. Councilor Cavin seconded the motion. The motion passed with a unanimous vote.

Councilor Heldenbrand made a motion to approve the agenda as amended for October 02, 2025. Councilor Cavin seconded the motion. The motion passed 5-0.

FLOOD DISASTER UPDATES
Mac Roger provided updates on FEMA obligations and reimbursements, state revolving loan fund applications, validation of reported damages, and progress on road damage. Discussion included the Police Department building repairs, drainage, and HVAC issues; museum planning; and coordination with state partners.

BUDGET PLANNING

1. Engineering's, 5-Year Master Plan. Presented by James MacCornack.

The Engineering Department's Five-Year Master Plan outlines anticipated capital and maintenance projects, equipment life-cycle schedules, and infrastructure priorities. The presentation addressed the need to replace aging equipment, such as the City's

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crusher, and to evaluate whether future material processing should continue in-house or be contracted externally.

Discussion covered the City's pavement preservation strategy, with emphasis on preventative maintenance. Committee members reviewed the condition of various street segments and discussed balancing cost-effectiveness with long-term durability. James highlighted the need for modernizing traffic signal monitoring systems, maintaining spare electronic components for field use, and developing an engineering talent pipeline to ensure workforce continuity in future years.

ACTION ITEMS

2. Consider the recommendation of Resolution 25-XX for participation in the Transportation Project Fund Program administered by the New Mexico Department of Transportation for pavement maintenance and re-striping of Second Street from Sunset Rd. to the east City limits. Presented by James MacCornack.

The City of Roswell has been awarded a project under the Transportation Project Fund through the New Mexico Department of Transportation. The awarded project is pavement maintenance and re-striping of Second Street from Sunset Road to the east city limits. The agreement is for a project budget of $1,520,000 with 95% NMDOT funding and a 5% match from the city. The City's match for the project is $76,000. It is anticipated that the project can be completed in Spring 2026.

James outlined the scope and timeline, stating that the work will involve asphalt pavement rehabilitation and restriping to restore roadway integrity and improve safety along the corridor, with completion anticipated in Spring 2026. The project is being coordinated under NMDOT's TPF standards to ensure compliance with state procurement and construction requirements.

The Infrastructure Committee voted 5-0 on September 15, 2025, to recommending the item to the Finance Committee and have it placed on the City Council's consent agenda.

Councilor Halvorson made a motion for the adoption of Resolution 25-XX for participation in the Transportation Project Fund Program administered by the New Mexico Department of Transportation for pavement maintenance and re-striping of Second Street from Sunset Rd. to the east City limits to the consent agenda. Councilor Johnson seconded the motion. The motion passed 5-0.

3. Requesting ratification of PO #22601020 to J&G Electric in the amount of $77,321.86 for boring services to provide primary power for the Grandstands at the National Championship Air Races. Presented by Mac Rogers.

This request ratifies PO #22601020 to J&G Electric in the amount of $77,321.86 for boring services to provide primary power for the Grandstands at the National

Championship Air Races. The boring was procured through State Price Agreement 40-00000-24-00074, and the purchase was funded through the State Tourism Grant. Xcel provided the primary power service, allowing for expanded service over time. Power to the Grandstands was required for the event, as per the City of Roswell's agreement with RARA, approved on February 13th, 2025.

Mac noted that the installation was required under the City's agreement with the Reno Air Racing Association (RARA), which obligated the City to provide adequate electrical service to accommodate public seating and vendor operations. Timing for the work was constrained by both the FAA approval and Xcel's availability, requiring rapid coordination to meet the event deadline.

Council members discussed the timeline and communication process, with Councilor Heldenbrand expressing concern about receiving ratifications after the fact and emphasizing the importance of transparency and adherence to standard purchasing procedures.

Staff acknowledged the compressed schedule imposed by the receipt of the state grant and the Air Races' national event timeline. They explained that procurement steps followed legal requirements but occurred within a condensed timeframe due to construction sequencing and coordination with schedules.

Councilor Halvorson made a motion to ratify PO #22601020 to J&G Electric for $77,321.86 in boring services to provide primary power for the Grandstands at the National Championship Air Races, adding it to the regular city council agenda. Councilor Cavin seconded the motion. Chairman Corn and Councilor Heldenbrand voted against the motion. The motion passed 3-2.

4. Requesting ratification of PO #22600829 to J&G Electric in the amount of $252,442.57 for electrical equipment to provide power for the Grandstands at the National Championship Air Races. Presented by Mac Rogers.

This request ratifies PO #22600829 to J&G Electric in the amount of $252,442.57 for electrical equipment to provide power for the Grandstands at the National Championship Air Races. The equipment was procured through State Price Agreement 40-00000-24-00074, and the purchase was funded through the State Tourism Grant. Xcel was able to extend primary power from another location within the airfield to the event site. Power to the Grandstands was required for the event, as per the City of Roswell's agreement with RARA, approved on February 13, 2025.

Mac emphasized that the power improvements were essential to hosting the national event, as they ensured sufficient and safe electrical capacity for the grandstands, vendors, and event operations. The installation also provides long-term benefits to the City, leaving a permanent utility connection that can be utilized for future large-scale airfield events.

During the discussion, Councilor Heldenbrand expressed continued concern regarding post-procurement ratifications. He noted that while he supported the event and recognized its economic benefit to the community, he preferred purchase authorizations to occur before work began whenever possible.

Mac clarified that the timing of the work was dictated by the receipt of grant funds, approval of FAA, coordination schedule with Xcel Energy and the construction timeline for the event, requiring immediate execution to meet the event deadline. All city and state procurement requirements were adhered to.

Councilor Heldenbrand made a motion for the ratification of PO #22600829 to J&G Electric in the amount of $252,442.57 for electrical equipment to provide power for the Grandstands at the National Championship Air Races to be placed on the regular city council agenda. Councilor Cavin seconded the motion. Chairman Corn and Councilor Heldenbrand voted against the motion. The motion passed 3-2.

5. Requesting ratification of PO #22600879 to Desert West Enterprises in the amount of $171,992.72 for paving the entry drop-off and walkway to the National Championship Air Races. Presented by Mac Rogers.

This request is for the ratification of PO #22600879 to Desert West Enterprises in the amount of $171,992.72 for paving the entry drop-off and walkway with micro surfacing for the National Championship Air Races. The construction of the walkway was procured through Eddy County RFP #24-02, and the State Tourism Grant funded the purchase. This provided the main entry walkway with ADA access and a vehicle drop-off area, as required by the City of Roswell's agreement with RARA, approved on February 13, 2025.

Mac stated that the compressed construction timeline required work to be completed before the start of the Air Races, with final surfacing and striping completed in mid-September.

The committee discussion focused on the use of Tourism Grant funds, procurement transparency, and communication with the governing body during project execution. Councilor Heldenbrand reiterated his concern about items being brought forward for ratification after completion. Mac acknowledged the concern and confirmed that all purchases followed city and state procurement requirements.

Council members also recognized the importance of the event to local economic development and tourism visibility, noting that while the compressed timeline created administrative challenges, the completed improvements will benefit future events at the Air Center.

Councilor Heldenbrand made a motion for the ratification of PO #22600879 to Desert West Enterprises in the amount of $171,992.72 for paving the entry drop-off and walkway to the National Champion Air Races to be placed on the regular city council

agenda. Councilor Halvorson seconded the motion. Chairman Corn and Councilor Heldenbrand voted against the motion. The motion passed 3-2.

6. Consider approval of a budget adjustment and purchase order increase in the amount of $20,970 for conservation of stone and metal collection items by The Conservation Center. Presented by Caroline Brooks

The Conservation Center (TCC) specializes in large-scale disaster recovery for collections. TCC assisted the museum with evacuating the collection after the flood, and approximately 5,300 items were transported to their facility in Chicago for potential conservation treatment. The multi-phase conservation process is expected to take approximately 3 to 4 years to complete. Over the coming months, TCC will provide treatment proposals and costs for review by museum staff. The grouping in this proposal includes recently appraised metal and stone items for which there is a gap between the value and treatment cost. Staff recommend that TCC proceed based on the objects' value to the collection and the ability to cover the gap using fine art insurance claim funding. Items not included in this proposal are recently appraised stone and metal items that a) have values above the treatment costs and the insurance is directly paying for the conservation, and b) items for which there is a large gap between the conservation fee and value, and the items will be tabled until funding is available or conservation will be pursued through alternative means. A payout from the insurance claim will be made for these latter items and will contribute toward the funding of the selected items that will move forward.

A sole source for this project is on file with the State of New Mexico, in accordance with procurement requirements for using a sole source vendor. The Conservation Center is the only vendor identified with the capacity to handle the volume of items in need of conservation.

Caroline confirmed that additional groupings of objects—such as textiles, paintings, and works on paper—will be presented for approval as subsequent conservation phases are developed. She added that insurance reimbursements would continue to offset a portion of the City’s costs and that periodic updates will be provided to the Committee.

Councilor Johnson made a motion to recommend the approval of a budget adjustment and purchase order increase in the amount of $20,970 for the conservation of stone and metal collection items by The Conservation Center, to be placed on the consent agenda. Councilor Halvorson seconded the motion. The motion passed 5-0.

7. Consider approval of a budget adjustment in the amount of $127,934.00, inclusive of a lease extension for the current location for $21,794; repairs, maintenance, and utilities estimated at $45,000; and approval of a purchase order for $61,140 for the lease of the Air Center property for collections storage and staff. Presented by Caroline Brooks.

The museum collection that remained in Roswell was displaced following the October 2024 flood. Property was acquired on a monthly lease with a waived fee for the past 11

months to accommodate the museum as part of a philanthropic contribution to the recovery efforts. Due to business needs, the property is no longer available with a fee waiver, and the required rent is cost-prohibitive, necessitating a new location.

This request is to cover a two-month extension at the current location in the amount of $21,794 (a reduced rate) and $61,140 for a 12-month lease of an air center property from December 1, 2025 through November 30, 2026 ($5,095/month at $7.50/sq. ft.) and to be considered for continuation on an annual basis as needed. The new property lease is for the property as is, and utilities, repairs, and maintenance would fall under the department's responsibilities. Estimated expenses of $45,000 would cover central alarm, HVAC repairs and duct cleaning, light bulb replacement, sprinkler system and fire alarm maintenance and repairs, fire extinguisher, pest control, cleaning services, general maintenance, and utilities.

Caroline explained that the Air Center is currently having the HVAC system inspected to determine what needs to be done to get the building up and running. The Air Center will be responsible for significant repairs to the building.

Councilor Heldenbrand made a motion for the recommendation for the approval of a budget adjustment up to $127,934.00 inclusive of a lease extension for current location for $21,794; repairs, maintenance and utilities estimated at $45,000; and approval of a purchase order for $61,140 for lease of Air Center property for collections storage and staff to be placed on the regular city agenda. Councilor Cavin seconded the motion. The motion passed 5-0.

8. Consider approval of a budget adjustment in the amount of $108,066.38, inclusive of a lease extension for the current location for $10,897; central alarm supplies and service estimated at $4,500; and approval of a purchase order for $92,669.38 for the lease of commercial property for collections storage and staff. Presented by Caroline Brooks

The museum collection that remained in Roswell, along with the staff, was displaced following the October 2024 flood. Property was acquired on a monthly lease with a waived fee for the past 11 months to accommodate the museum as part of a philanthropic contribution to the recovery efforts. Due to business needs, the property is no longer available with a fee waiver, and the required rent is cost-prohibitive, necessitating a new location.

This request is to cover a one-month extension at the current property for $10,897 (a temporarily reduced rate) and $92,669.38 for a 12 ½ month lease of property located on 2nd Street from October 15, 2025 through October 31, 2026 ($7,413.55/month at $12.50/sq. ft.) and to be considered for continuation on an annual basis. The lease includes utilities and cleaning. $4,500 is requested to cover supplies and monitoring for a central alarm system, a requirement of the fine art insurance.

No motion was made for the recommendation for the approval of a budget adjustment in the amount of $108,066.38, inclusive of a lease extension for the current location for $10,897; central alarm supplies and service estimated at $4,500; and approval of a purchase order for $92,669.38 for the lease of commercial property for collections storage and staff. The item died due to the lack of a motion.

9. Considering recommending the adoption of Resolution 25-XX approving a budget adjustment for the fiscal year ending June 30, 2026. Presented by Toni Gomez.

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

Toni asked that the $103,566.38 and $4,000 of expenditures for Agenda Item 8 be removed due to the lack of a motion on the item. With this change expenditures total $2,678,655.77.

Councilor Heldenbrand made a motion for the recommendation of the adoption of Resolution 25-XX approving a budget adjustment for the fiscal year ending June 30, 2026, to be placed on the consent agenda with revenues totaling $4,855,269.31 and expenditures totaling $2,678,655.77. Councilor Halvorson seconded the motion. The motion passed 5-0.

FOR THE RECORD: Chairman Corn turned the meeting over to Vice Chairman Cavin for the discussion of the following item.

10. Considering recommending the adoption of Resolution 25-XX approving the presentation of the budget to the city council. Presented by Councilor Corn.

The budget is the most crucial vote of the City Council every year. The City Council aims to conduct an open, fair, and honest debate on the Budget with complete transparency. It is the City Manager who is responsible for presenting the City Budget to the City Council. The City Council must give its advice and consent by passing the preliminary Budget and sending it to the State of New Mexico by June 01. The final Budget must be passed before being sent to the State of New Mexico, after all cash balances have been accounted for.

Councilor Heldenbrand asked Chad if this Resolution provided a reasonable timeline for the budget planning process. Chad responded that this was an unreasonable request and would not allow adequate time to complete the budget planning process. Toni presented the DFA recommendation for the budget process timeline.

Councilor Heldenbrand made a friendly amendment to the Resolution so that the last sentence will read. The final preliminary budget shall be passed by the Finance

Committee at its May meeting and sent for a vote of the Governing Body in May as a normal course of business.

Councilor Halvorson made a friendly amendment to the Resolution so that the fourth WHEREAS will read, the City Council must give its advice and consent by passing the preliminary Budget and sending it to the State of New Mexico by June 1: and,

Councilor Halvorson also made a friendly amendment to the Resolution so that the sentence will read, The City Manager shall send the proposed budget to the Infrastructure, Legal, and Public Safety committees following the March City Council meeting.

Councilor Heldenbrand made a motion to recommend the adoption of Resolution 25-XX as amended, approving the presentation of the budget to the city council on the consent agenda. Councilor Corn seconded the motion. The motion passed 5-0.

FOR THE RECORD: The meeting was turned back over to Chairman Corn.

10A. Approval of a budget adjustment for Capital Projects that were approved for the Fiscal Year 2026 in the amount of $399,488 to the Landfill and $1,1069,358 to Collections, totaling $1,468,846. Presented by Debbie Reyer.

Capital projects were approved in the budgeting process for FY26, but no money was allocated to the budget lines. We are asking for:

From collections:

- $920,158 for the two (2) new Side-Load trucks
- $149,200 for Roll-Off Containers

For Landfill

- $338,456 for replacing the HVAC system for the Admin Office/Shop, plus other miscellaneous infrastructure improvements
- $61,032 for the rebuild of the John Deere grader

Total Collections $1,069,358 and Landfill $548,688 for a total of $1,468,846.

Committee discussion emphasized the need for timely completion of capital projects and the importance of ensuring that all approved items from the FY26 budget are adequately reflected in financial records at the end of the fiscal period.

Councilor Johnson made a motion for the approval of a budget adjustment for Capital Projects that were approved for the Fiscal Year 2026 in a total amount of $399,488 to the Landfill and $1,069,358 to Collections, totaling $1,468,846. Councilor Cavin seconded the motion. The motion passed 5-0.

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APPROVAL OF MINUTES

11. Consider approval of the September 04, 2025, Regular Finance Committee Meeting Minutes. Presented by Tammi Smith.

Councilor Halvorson made a motion for the approval of the September 04, 2025, Regular Finance Committee Meeting Minutes. Councilor Heldenbrand seconded the motion. The motion passed 5-0.

NON-ACTION ITEMS

12. Golf
Report submitted as it stands, no questions.

13. Visitor Center
Report submitted as it stands, no questions.

14. Lodgers Tax Report
A corrected report was provided at the meeting.

15. Public Affairs
Report submitted as it stands, no questions.

16. Museum
Report submitted as it stands, no questions.

19. Roswell Public Library
Councilor Heldenbrand asked if the Library would be closed during the new tile construction. Enid stated the Library will be closed from November 17 to December 1. Staff will be there to pull items for citizens.

20. Cannabis Excise Tax and Gross Receipts Tax
There was a discussion among committee members and staff on the low amount received in the prior month versus the high amount received in the current reporting month.

PUBLIC PARTICIPATION
No public participation.

ADJOURN
The meeting adjourned at 4:29 PM.

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ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 12.

Finance Committee
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Golf September Report

Attachments

Golf September Report

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ROSWELL

GOLF – September, 2025

Highlights:

- **September in Roswell was all about the Air Show!! We heard only good things here at the Golf Course. However, it was a bit slower than we anticipated, but we did manage to stay on pace as far as our Revenue Goals!!**
- **We hosted two Tournaments this month. The RFD Union introduced their first Annual Golf Tournament, things went well and we already have ideas to improve it next year!!**
- **September is so unpredictable as far as weather, we get wind, clouds, sun, and rain. Sometimes all at the same time, but we still managed to do over 2,400 rounds. Solid number with the days getting shorter and weather starting to cool down.**
- **We pushed back aeration a week to accommodate the Air Show visitors. Aerification went extremely well, credit to David and his team. Full recovery has only taken about 15 days, one of the best aerations I've been a part of.**

Specific & Routine Maintenance:

- Cut cups 3 times a week.
- Moved tee markers as needed.
- Dumped trash as needed.
- Mowed greens 7 times a week.
- Finished seeding and covering bare areas on the greens.



Revenues

Category	Qty	Subtotal	Cost	Profit
Alcohol / Beer	1953	$8,138.08	$2,613.27	$5,524.72
Alcohol / Liquor	977	$4,818.58	$1,545.64	$3,273.16
Food and Beverage / Drinks	1644	$3,027.65	$1,066.45	$1,961.66
Food and Beverage / Snacks	984	$2,085.34	$795.20	$1,290.05
Golf / Green Fees	2,428	$20,766.91	$0.00	$20,766.91
Golf / Memberships	8	$1,214.30	$0.00	$1,214.30
Golf / Services (GHIN & Club Storage)	1	$114.29	$0.00	$114.29
Golf Carts	2,112	$34,047.07	$0.00	$34,124.07
Merchandise / Accessories	111	$1,158.12	$616.42	$541.51
Merchandise / Apparel	0	$0.00	$0.00	$0.00
Merchandise / Clubs	10	$3,370.47	$2,536.13	$834.34
Merchandise / Footwear	0	$0.00	$0.00	$0.00
Merchandise / Gloves	64	$1,304.87	$769.85	$535.08
Merchandise / Golf Bags	3	$1,085.70	$780.00	$305.770
Merchandise / Golf Balls	336	$4,318.91	$2,821.57	$1,497.46
Merchandise / Headwear	13	$428.53	$270.17	$158.31
Range Balls	722	$3,947.61	$0.00	$3,947.61
Rental Club Fees	35	$613.41	$0.00	$613.41
Tournament Credit Book	45	$0.00	$0.00	$6,832.81
Tournament Fees	73	0	$0.00	$2,920.00
Total September Profit	11,519	$90,439.84	$13,814.70	$86,455.39

TOTAL GROSS REVENUE	$104,791.81







nancy lopez golf course nancy lopez golf course nancy lopez golf course nancy lopez golf course nancy lopez golf course nancy lopez golf course nancy lopez golf c

ROSWELL









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

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 13.

Finance Committee
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Visitor Center

Attachments

Visitor Center September Report

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Monthly Visitor Center Report
September 2025

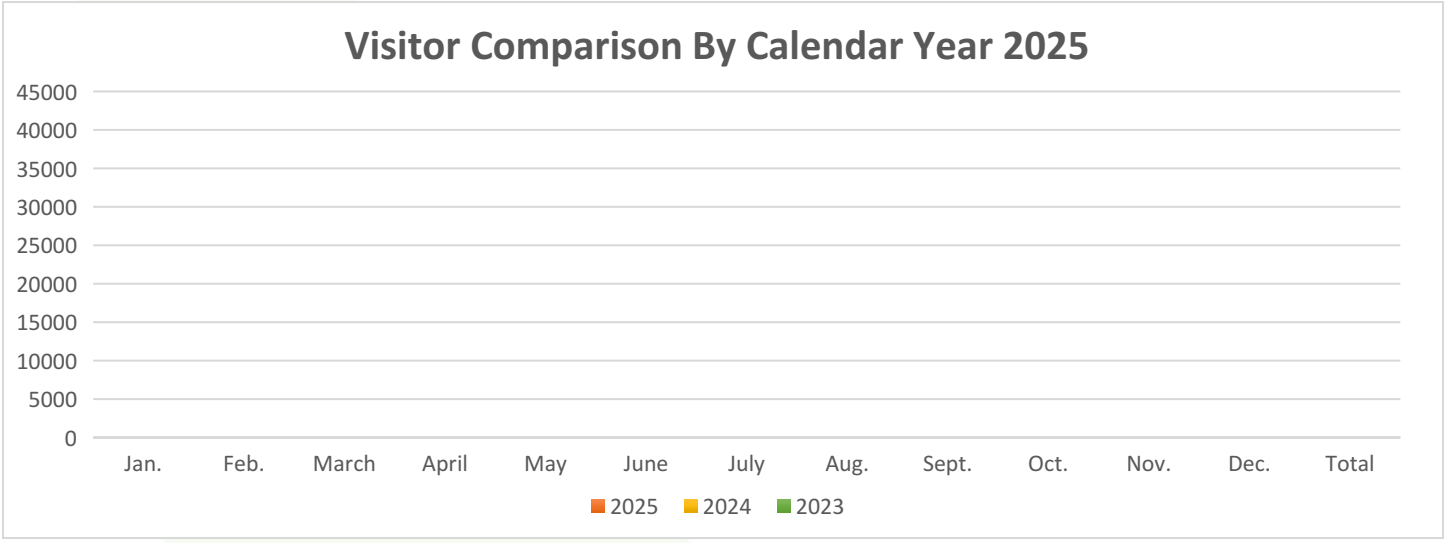
Visitor Center Retail Store:

- Welcomed **1798** guest, **1264** overnight stays in Roswell or **70%** and **169** Roswell locals.
- **August** sales total **$7734.**
- **Top 5 items sold:** Trucker Hat, Limited Edition Breast Cancer Awareness Tee, Alien Glasses, We Come In Peace Tee, and Believe Tee.

September Visitation Report

	September Comparison			YTD Comparison		
	2023	2024	2025	2023	2024	2025
Roswell Only	163	113	169	1345	1334	1045
New Mexico Visitors	152	86	91	2445	1759	1288
(Not including Roswell Area)						
US Visitors	1766	1305	1370	27246	19697	11449
(Not including New Mexico)						
International Visitors	245	214	168	1950	1879	913
Unknown	0	0	0	0	0	0
Totals Visitors	2326	1718	1798	32986	24669	14695

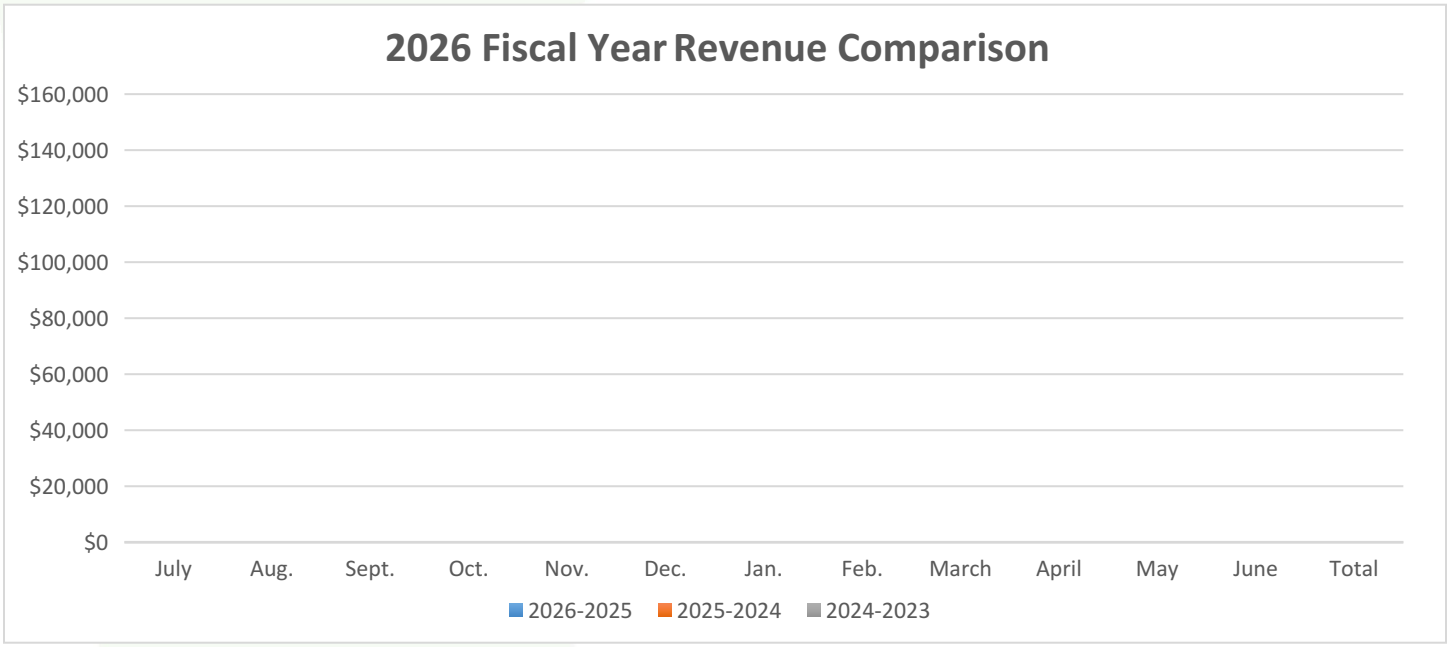
Numbers reflected above are by calendar year
Now closed on Sundays & Mondays



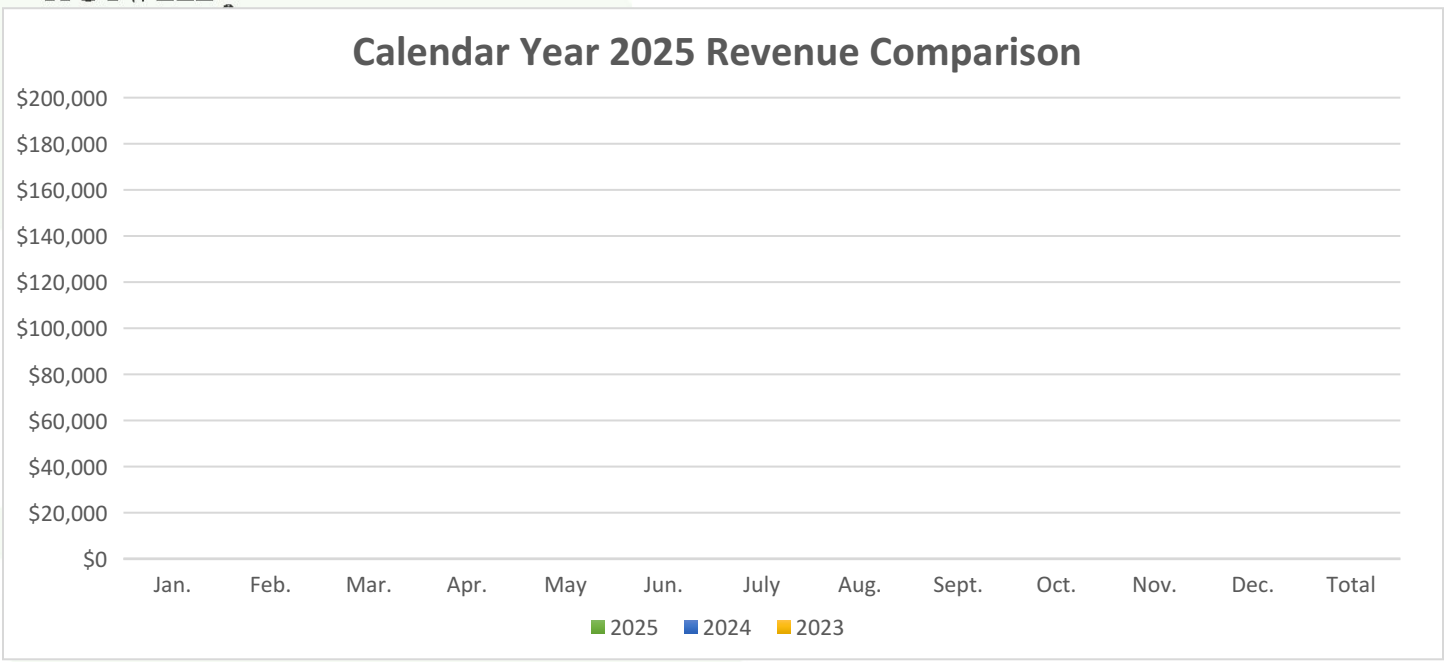
PO Box 1838
Roswell, NM 88202-1838
TEL: 575.637.6203
FAX: 575.624.6700
roswell-nm.gov
seeroswell.com

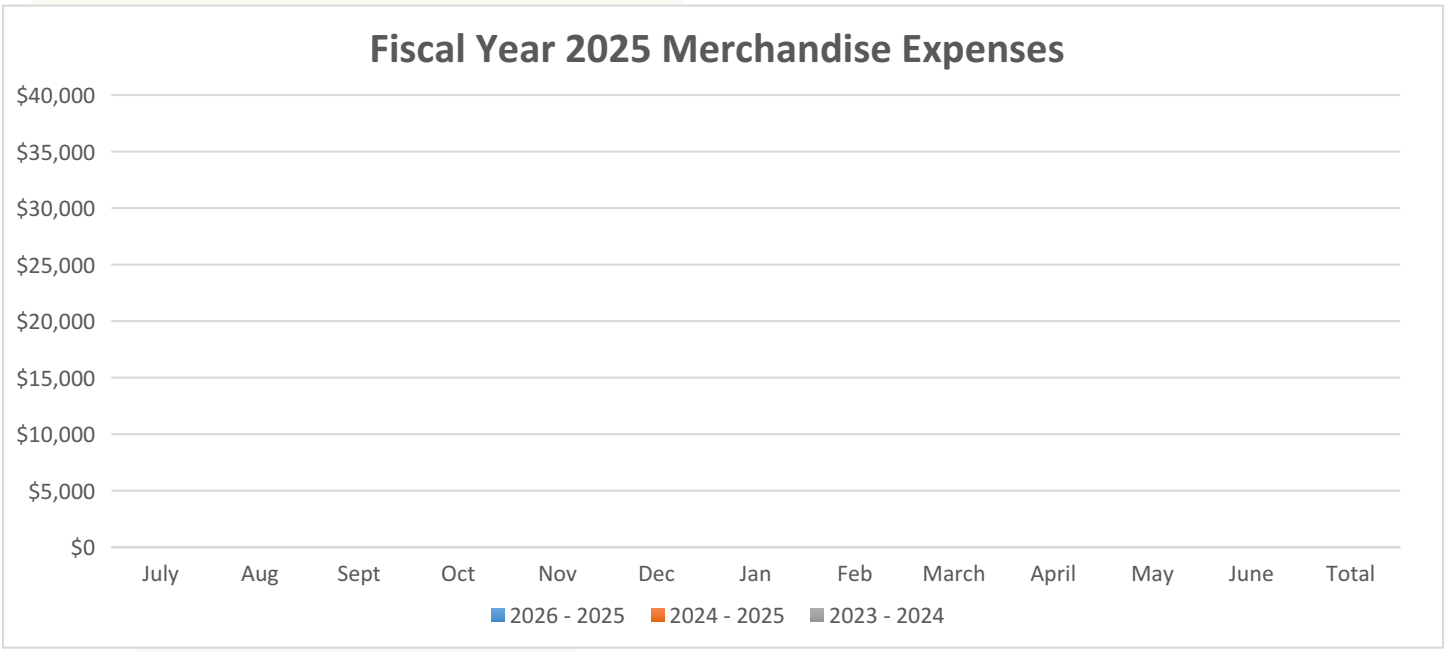
Facility Operations:

- 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.
- Finance Committee @ 2pm (Amanda)
- Fall Bash Meeting @ 10AM (Amanda)
- Safety Committee Meeting @ 9am (Amanda)
- Equipment Road'eo Meeting @ 1pm (Amanda)
- Air Races Sept. 10th – 15th worked the City of Roswell booth, set up and clean up (Amanda, Dorothy, Jasmine)
- 3Advertising meeting for yearly marketing Sept. 18 (Amanda)
- Wayfinding Update Sept. 24
- Air Center Sept. 26 meeting with Michelle, help with ordering of promotional items for Air Center events.
- 1 Promotional box mailed out
- 1 Request for information on Roswell mailed out
- Received 1375 brochures from local and out of state business and Visitor Centers.
- Request for City of Roswell Attraction Maps 700 total sent to Town & Country RV Park, Gallup Visitor Center, Ruidoso Billy the Kid Visitor Center.



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ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Lodger's Tax **14.**

Finance Committee
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Lodgers Tax

Attachments

Lodger's Tax

Lodgers' Tax

November 6, 2025
(Corn/Jones)

Lodgers' Tax Update August 2025 Activity Collected in September 2025

- One hotel did not report on time.
- STR data shows we were at 60.1% occupancy. Up 2.6%
- ADR percent change this month is up 5.8% from last year.

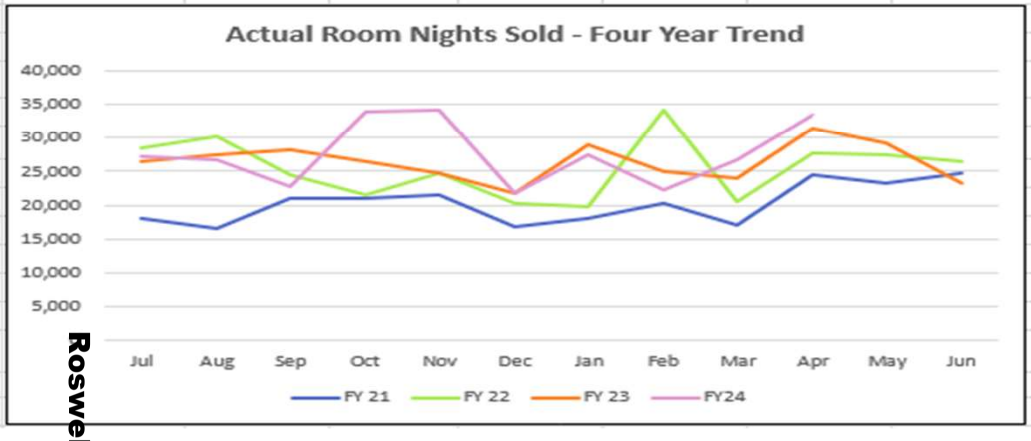
CITY OF ROSWELL
5% LODGERS' TAX COLLECTION REPORT
COLLECTED IN SEPTEMBER 2025 FOR THE MONTH OF AUGUST 2025 ACTIVITY

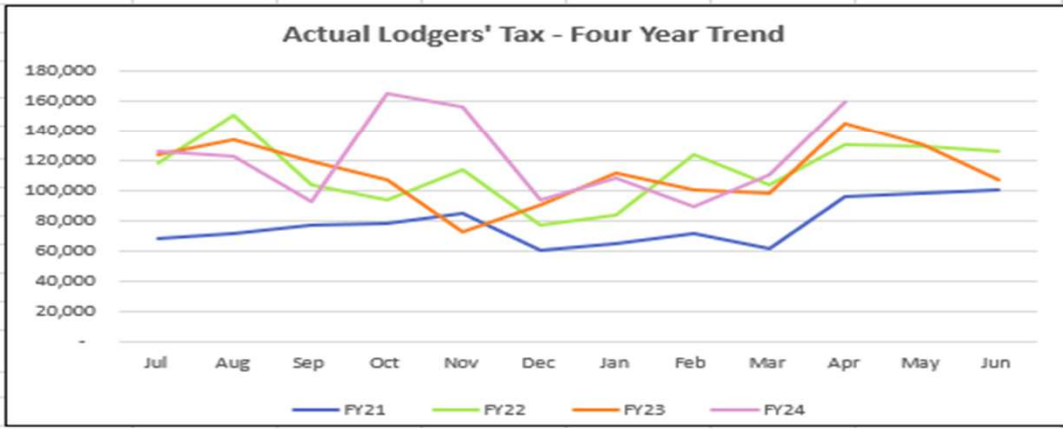
ROOM NIGHTS REPORTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY 23	26,570	27,515	28,330	26,385	24,822	21,885	28,847	24,972	24,102	31,539	29,313	23,353	317,633
FY24	27,246	26,672	22,821	33,964	34,230	21,867	27,393	22,269	26,694	33,329	26,826	27,611	330,922
FY25	34,628	28,716	26,372	25,091	33,101	25,752	22,812	21,634	24,353	29,043	24,629	26,392	322,523
FY26	27,421	27,574	25,836										80,831
Available Room Nights	47,460	49,042	49,042	47,460	49,042	47,460	49,042	49,042	44,296	49,042	47,460	49,042	
Occupancy %	57.8%	56.2%	52.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	

LODGERS' TAX COLLECTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY23	123,675	133,648	120,051	107,406	73,116	91,015	111,293	100,743	98,450	145,415	130,573	107,096	$ 1,342,481
FY24	126,306	123,243	92,711	164,942	156,080	94,157	108,666	89,983	110,577	159,226	115,351	126,741	$ 1,467,982
FY25	177,303	159,992	118,806	114,100	157,353	132,870	99,619	95,871	105,116	149,261	117,774	124,547	$ 1,552,612
FY26	126,367	148,321	123,922										$ 398,610





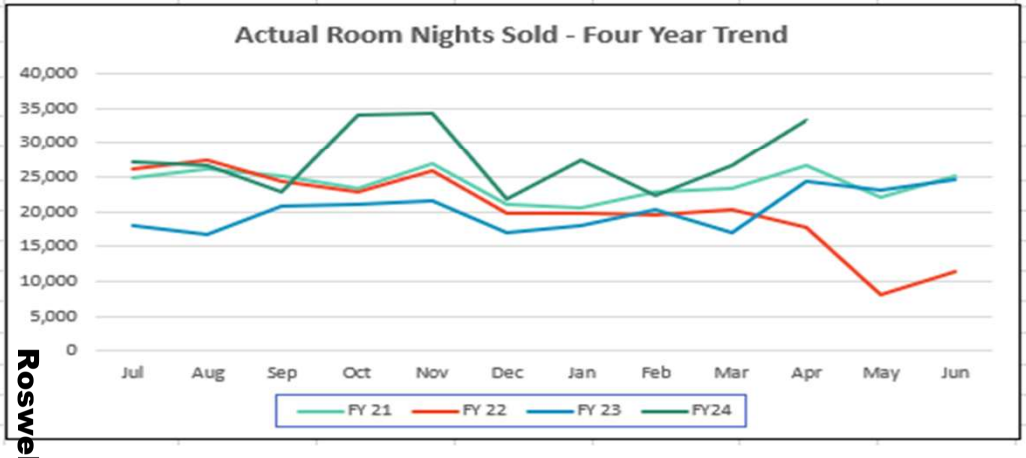
CITY OF ROSWELL
$2.50 CONVENTION CENTER BED FEE COLLECTION REPORT
Collected in September 2025 for August 2025 Activity

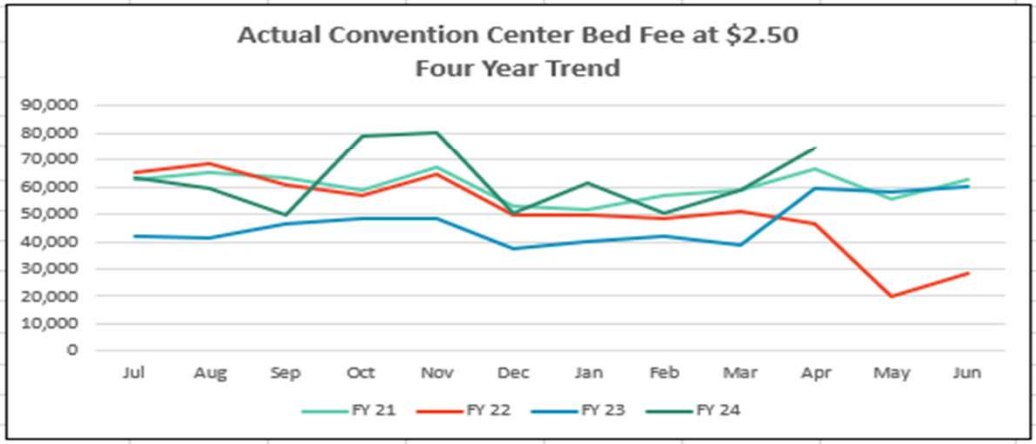
ROOM NIGHTS REPORTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY23	26,570	27,515	28,330	26,385	24,822	21,885	28,847	24,972	24,102	31,539	29,313	23,353	317,633
FY24	27,246	26,672	22,821	33,964	34,230	21,867	27,393	22,269	26,694	33,329	26,826	27,611	330,922
FY25	34,628	28,716	26,372	25,091	33,101	25,752	22,812	21,634	24,353	29,043	24,629	26,392	322,523
FY26	27,421	27,574	25,836										80,831
Available Room Nights	47,460	49,042	49,042	47,460	49,042	47,460	49,042	49,042	44,296	49,042	47,460	49,042	
Occupancy %	57.8%	56.2%	52.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	

CONVENTION CENTER FEES COLLECTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY23	62,518	65,830	67,088	61,810	44,848	51,480	68,305	57,842	53,238	75,480	63,965	54,313	$ 726,714
FY24	63,160	59,332	49,567	79,130	80,079	50,482	61,255	50,565	58,575	74,128	61,840	63,755	$ 751,868
FY25	80,315	70,870	60,612	56,428	76,247	64,132	53,257	49,550	50,762	63,197	56,455	58,595	$ 740,420
FY26	59,642	63,445	55,335										$ 178,422





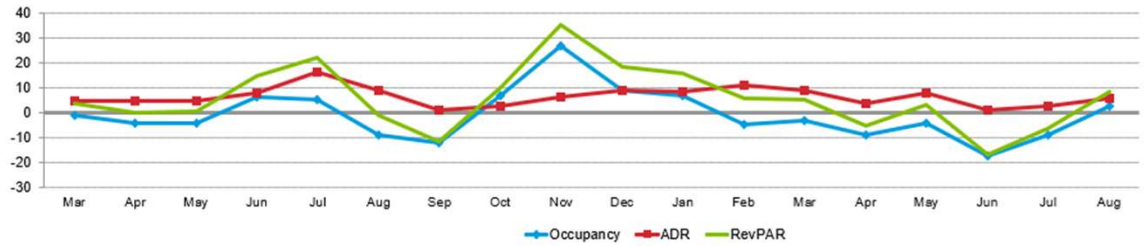
Tab 2 Trend City of Roswell, NM+: City of Roswell NM

City of Roswell NM

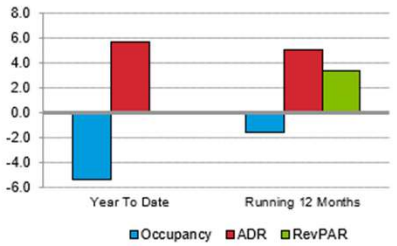
For the Month of August 2025

Currency: USD - US Dollar

Monthly Percent Change



Overall Percent Change



Occupancy (%)	2024										2025								Year To Date			Running 12 Months		
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	2023	2024	2025	2023	2024	2025
This Year	75.3	66.0	62.4	75.8	71.2	58.6	58.9	75.6	70.5	56.2	54.6	62.7	72.8	60.2	59.8	62.5	64.7	60.1	65.7	65.7	62.2	63.5	64.2	63.2
Last Year	76.2	69.0	65.1	71.3	67.6	64.5	67.2	70.7	55.5	51.7	51.0	65.8	75.3	66.0	62.4	75.8	71.2	58.6	62.1	65.7	65.7	63.0	63.5	64.2
Percent Change	-1.1	-4.4	-4.2	6.3	5.2	-9.2	-12.4	7.0	27.0	8.9	7.0	-4.8	-3.4	-8.8	-4.1	-17.6	-9.0	2.6	5.8	0.0	-5.4	0.9	1.1	-1.6

ADR	2024										2025								Year To Date			Running 12 Months		
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	2023	2024	2025	2023	2024	2025
This Year	104.40	100.83	101.82	108.12	113.88	100.78	100.93	104.88	99.58	96.86	97.07	104.81	113.91	104.62	109.66	109.13	116.88	106.66	94.93	102.45	108.25	91.72	100.61	105.69
Last Year	99.60	96.32	97.26	99.98	98.08	92.31	99.80	101.95	93.54	88.81	89.54	94.42	104.40	100.83	101.82	108.12	113.88	100.78	91.19	94.93	102.45	89.34	91.72	100.61
Percent Change	4.8	4.7	4.7	8.1	16.1	9.2	1.1	2.9	6.5	9.1	8.4	11.0	9.1	3.8	7.7	0.9	2.6	5.8	4.1	7.9	5.7	2.7	9.7	5.0

RevPAR	2024										2025								Year To Date			Running 12 Months		
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	2023	2024	2025	2023	2024	2025
This Year	78.64	66.53	63.52	81.98	81.04	59.05	59.40	79.33	70.24	54.47	52.96	65.70	82.91	62.96	65.62	68.21	75.66	64.14	62.41	67.33	67.30	58.29	64.63	66.83
Last Year	75.86	66.44	63.30	71.33	66.33	59.55	67.07	72.09	51.95	45.88	45.66	62.17	78.64	66.53	63.52	81.98	81.04	59.05	56.67	62.41	67.33	56.27	58.29	64.63
Percent Change	3.7	0.1	0.3	14.9	22.2	-0.8	-11.4	10.0	35.2	18.7	16.0	5.7	5.4	-5.4	3.3	-16.8	-6.6	8.6	10.1	7.9	0.0	3.6	10.9	3.4

Supply	2024										2025								Year To Date			Running 12 Months		
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	2023	2024	2025	2023	2024	2025
This Year	39,091	37,830	39,091	37,830	39,091	39,091	37,830	39,091	37,830	39,091	39,091	35,308	39,091	37,830	39,091	37,830	39,215	39,215	306,423	306,423	306,671	460,265	460,265	460,513
Last Year	39,091	37,830	39,091	37,830	39,091	39,091	37,830	39,091	37,830	39,091	39,091	35,308	39,091	37,830	39,091	37,830	39,091	39,091	306,423	306,423	306,423	460,265	460,265	460,265
Percent Change	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.3	0.3	0.0	0.0	0.1	0.0	0.0	0.1

Demand	2024										2025								Year To Date			Running 12 Months		
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	2023	2024	2025	2023	2024	2025
This Year	29,447	24,961	24,386	28,684	27,819	22,904	22,265	29,567	26,686	21,984	21,327	22,132	28,454	22,765	23,390	23,646	25,387	23,581	201,432	201,385	190,682	292,490	295,656	291,184
Last Year	29,773	26,097	25,442	26,990	26,437	25,217	25,424	27,641	21,010	20,196	19,934	23,250	29,447	24,961	24,386	28,684	27,819	22,904	190,424	201,432	201,385	289,882	292,490	295,656
Percent Change	-1.1	-4.4	-4.2	6.3	5.2	-9.2	-12.4	7.0	27.0	8.9	7.0	-4.8	-3.4	-8.8	-4.1	-17.6	-8.7	3.0	5.8	0.0	-5.3	0.9	1.1	-1.5

Revenue	2024										2025								Year To Date			Running 12 Months		
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	2023	2024	2025	2023	2024	2025
This Year	3,074,165	2,516,820	2,482,944	3,101,316	3,168,035	2,308,282	2,247,172	3,100,940	2,657,308	2,129,350	2,070,209	2,319,675	3,241,097	2,381,769	2,565,020	2,580,416	2,967,177	2,515,123	19,122,805	20,631,526	20,640,485	26,827,355	29,745,777	30,775,256
Last Year	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	3,074,165	2,516,820	2,482,944	3,101,316	3,168,035	2,308,282	17,365,354	19,122,805	20,631,526	25,897,916	26,827,355	29,745,777
Percent Change	3.7	0.1	0.3	14.9	22.2	-0.8	-11.4	10.0	35.2	18.7	16.0	5.7	5.4	-5.4	3.3	-16.8	-6.3	9.0	10.1	7.9	0.0	3.6	10.9	3.5

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

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 15.

Finance Committee
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Public Affairs

Attachments

PA September 2025

Public Affairs Department Report
September 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 the City of Roswell tourism and UFO Festival
- Informational booth at NCAR to welcome tourists and give out promotional items
- Planning and logistics for Fall Bash (10/30/2025)
- Preparing for Equipment Road'eo
- Lodgers' Tax Event negotiations and communications with event organizers
- Sent FixIt forms to the respective departments
- 1 SET meeting- 3 applications reviewed and approved
- Occupancy Tax Board Meeting- Cancelled
- Keep Roswell Beautiful Board Meeting- Cancelled
- Created and ordered marketing collateral for various departments
- Updated OOH billboards / Marquee / Rise vision
- Updating website links on roswell-nm.gov, ufofestival.com, seeroswell.com and flyroswell.com

Current Media Outputs

- Current Campaigns include: Recycling, Help Stop Illegal Dumping, SW Truck Awareness, Water Conservation, Animal Ordinance Update, NCAR Teasers, Mulch, Visitor Center (Afterburner), NCAR Information, Fall Bash Promotion
- News flashes on website: 1
- Government website updates: Estimated 34
- Form Updates: 2
- New Forms: 0
- Facebook: 57
- Instagram: 8
- TikToks: 0
- FB Lives: 1
- Rise Vision Updates: 3
- New Digital Billboards & Marquee: 2
- Videos: 0

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

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roswell-nm.gov
seeroswell.com



Graphic Design-

Created an estimated ***83 graphics.*** For the month of September, we focused primarily at the beginning of the month on preparation and execution of the Public Affairs department duties and responsibilities for the National Championship Air Races & Air Show event to greet tourists, provide a hospitable experience at our booth and promote future tourism all while receiving crucial feedback from visitors and residents during the 5-day event.

Throughout the rest of the month, general operations performed with a heightened focus on upcoming city events (Fall Bash and the Equipment Road'eo.) We focused on preparing for the events, continued to provide Senior Flyers for October and November, made collateral for departments such as business cards, update their Rise Vision TV screens and began to plan for upcoming winter events such as Museum Day Roswell and Jingle Bell Jog 5K/10K.

710 Graphics Year-to-Date (Jan 1 – September 30)

Keep Roswell Beautiful news:

- First cleanup of FY2026: Pecos to Pecos Cleanup September 27, 2025 from 8 AM- 10 AM- 16 volunteers showed up and (10) 40-gallon bags of trash were collected
- Q1 Initiatives have been planned and reported to the NMTD Clean and Beautiful in October.





Contact TJ Conyers for more information 575-315-5183 or t.conyers@roswell-nm.gov







ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 16.

Finance Committee
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Museum Monthly Report

Attachments

MuseumReport_oct25

Roswell Museum

OCTOBER 2025
MONTHLY REPORT

SEPTEMBER ATTENDANCE

	FY2025	FY2024	FY2023	FY2022
EVENTS/PROGRAMS	4,876			
OUTREACH	90			
VOLUNTEER VISITS	8			
MUSEUM BUSINESS	-			
SEPTEMBER TOTALS	4,974	2,326	3,555	2,125
FISCAL YEAR-TO-DATE TOTALS	5,514	6,719	9,416	7,876

SEPTEMBER REVENUES

	FY2025	FY2024	FY2023	FY2022
MEMBERSHIP	125			
STORE	-			
SEPTEMBER TOTALS	125	8,846	9,953	18,200
FISCAL YEAR-TO-DATE TOTALS	600	48,144	53,248	64,971

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

SEPTEMBER PROGRAMMING

EVENTS/PROGRAMS/OUTREACH	OCCURRENCES for MONTH	ATTENDEES	PARTNERSHIPS/SUPPORT
National Championship Air Races	5	4,800	RARA, RMAC Foundation
Roswell Artist-in-Residence Opening	1	76	RAiR Foundation
Altrusa Presentation (Outreach)	1	25	Altrusa
AZ NM State History Conference Session (Outreach)	1	30	NM State Historical Society
Farmer's Market (Outreach)	1	35	Mainstreet Roswell, RMAC Foundation
Second Saturday - Cancelled due to power outage	-	-	RMAC Foundation and Roswell Public Library
TOTALS	9	4,966	RMAC Foundation

MEMBERS

	-* current active memberships	-* current active members
FOR MONTH	- new memberships	1 renewals
FISCAL YEAR to DATE	- new memberships	11 renewals

VOLUNTEERS

	16.5 volunteer hours	8 volunteer visits
FOR MONTH		
FISCAL YEAR to DATE	533.5 volunteer hours	87 volunteer visits

6,135 FACEBOOK FOLLOWERS

1,867 INSTAGRAM FOLLOWERS

684 E-NEWSLETTER SUBSCRIBERS

*Numbers are being recalculated due to non-renewals post flood; update forthcoming.

ACTIVITIES & HIGHLIGHTS

CURRENT STATUS & CONSERVATION

The Museum is currently closed due to the flood with collection recovery and rebuilding is estimated at 4 years. Recovery efforts and staff are currently centralized at a temporary location.

- A damage assessment for the Museum facility has been completed and FEMA is reviewing the data to aid with a determination whether the museum facility will stay in its current location or move, as well as a project budget.
- Appraisals continue to determine individual values for approximately 1900 items from the fine art collection.
- Two conservation groups are scheduled for visits in October to examine the items that remain in Roswell for conservation services.
- Treatment proposals were recently provided by The Conservation Center in the categories of weaponry, wood, textiles, ceramics and basketry and are under review by staff to compare with costs of treatment versus values for insurance purposes and to help determine next steps on guiding objects through recovery.

MUSEUM RECOVERY MERCHANDISE

A kitchen towel design by Albuquerque-based illustrator Nicky Ovitt is finalized and printing will begin soon. The project is sponsored by the RMAC Foundation and is part of a recovery line of merchandise aimed at building awareness of the museum's flood recovery, while celebrating its history.

RAiR EXHIBITION

An exhibition by artist-in-residence Tendai Mupita is currently on view at the Anderson Museum of Contemporary Art through November 2. Mupita is a Zimbabwean multidisciplinary artist specializing in painting, video and sculpture. Roswell Museum staff partner with the RAiR Foundation in the presentation of the exhibitions, which are held at the Anderson Museum during the Roswell Museum's recovery.

CENTENNIAL PLANNING

Goddard First Launch Centennial plans are underway in recognition of the rocket pioneer's historic liquid propellant flight which took place on March 16, 1926. Staff are in contact with a steering committee based in Worcester, Massachusetts, where Goddard was born and undertook the historic flight before moving to Roswell in 1930, and a working group through the Museum's Board of Trustees is starting to organize local efforts.

MUSEUM POP-UPS

The Roswell Museum participated in the 2025 National Championship Air Races from September 10-14 in the STEM Discovery Zone and presented an outreach booth at the Mainstreet Roswell Farmers Market on Saturdays in July through early September.

RECENT PRESENTATIONS

Roswell Museum staff presented an informational talk at the Roswell Public Library about the impact of the flood and current recovery efforts on Monday, October 6 at 5:30 pm followed by a small reception in honor of the Museum's 88th birthday. Support was provided by the RMAC Foundation for the event.

Museum Director Caroline Brooks presented at the 2025 New Mexico-Arizona History Conference in Las Cruces on the topic of "Roswell Museum Flood Recovery Status and Reflection One Year Post-Disaster" on September 27. The presentation was well-received and helped expand connections for the recovery effort.

SECOND SATURDAYS

The Museum hosted Wonders on Wheels (WOW) during its Second Saturday event at the Roswell Public Library on October 11. WOW is a mobile museum program of the New Mexico Department of Cultural Affairs housed in an RV that brings exhibits to communities throughout New Mexico drawn from DCA's state-run museums and monuments. This year's traveling exhibit is *Eight Sites, One History: Explore the Past at New Mexico Historic Sites*. The next Second Saturday will take place on November 8 from 10 a.m. to 1 p.m. with a project of bird mobiles in honor of seasonal migrations.

MUSEUM DAY ROSWELL

Museum Day Roswell will take place on Saturday, November 1 from 10 a.m. to 5 p.m. The event will include 8 museums at 7 sites this year with the inclusion of the Roswell Space Toy Museum and the Roswell Museum will have a pop-up booth at the Anderson Museum of Contemporary Art. Each venue will offer free admission, a passport activity, and prize drawings will encourage visitation to all sites. The event is sponsored in part by Pioneer Bank.

NMAM CONFERENCE

The New Mexico Association of Museums annual conference for November, which was to be held in Roswell, is being postponed due to the need for an organizational restructuring of NMAM by its board. 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. A new date will be announced when available.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 17.

Finance Committee
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Roswell Public Library Monthly Report

Attachments

Roswell Public Library Report October 2025

Roswell Public Library
September – October 2025

Accomplishments

Building Improvements Plans

Children's Garden/: We have renamed the Early Childhood Outside Play and Learn Area the Children's Garden or Jarín de Niños We are using funds from the Roswell Library Foundation to purchase the musical interments for the project.
The expectation is that we bring the final plans for the project before the Infrastructure Committee on November 17, the Finance Committee on December 4 and the Roswell City Council on December 11. Funds for this project were put in a CD and money market account and will not be accessible, without paying a penalty for early withdraw, until December 14, 2026. We will request that the Children's Garden be a capital improvement project for FY2027.
Water Heater: The water heater, was replaced having leaked earlier this month soaking the wall in the utility room and destroying a box of HVAC filters. The wet drywall and insulation were removed and the walls were treated.
AED: Through a donation to the City of Roswell we were given an Automated External Defibrillator, which is located behind the reference desk.

Service Improvements

Tumblebooks: We are using 2022 General Obligation Bond funds to purchase Tumblebooks Library. Tumblebooks Library has over 1100 titles for grades K-6 which include animated talking picture books, read-along chapter book, nonfiction books and video. The Tumblebook Library includes books in English, Spanish and French. The three-year subscription may be used by the area public and private schools.
Quilt Display: We have a lovely fall quilt display in the Bondurant Room that features fabric art by the Pecos Valley Quilters.
Collections: We have removed all the books from the south wall of the Roswell Public Library. Many of the books are musty and dusty and have been enclosed in plastic bags until they might be evaluated. We have evaluated the DVD collection and interfiled the children's DVD collection in with the main DVD collection. We shifted the audiobooks south and the first two shelves will house the State Documents, UFO Collection and the New Mexico Collection.

Programs

Spicy: Spicy is a program that encourages people to learn and try new spices. Once a month we provide a recipe, history of a spice and a spice or herb sample for people to pick up. In October we provided packets of pumpkin spice, a recipe for pumpkin spice pumpkin seeds and a one-page sheet on the history of pumpkin spice. The program

was well received with one child bring in a pumpkin muffin she made with the spices she pick-up.

Senior Planet: Senor Planet is a project of AARP which uses teaching computers skills to build community. Beginning in January it will be offered opposite Saturdays from the STEM programs.

Bilingual Storytime: Bilingual Storytime is teaching children Spanish through stories, games and activities. It is presented Thursday evening at 5:00 pm.

STEM: Megan Rock is the new STEM instructor she has spent time orientating herself with the materials and equipment in the Makerspace. The first STEM program she will be presenting is a pumpkin density challenge on October 18.

Cooking Club: We renamed the Charlie Cart project the cooking club and it taking off. The program is offered the same day as the Art Museum's Second Saturday and we often see families going to both programs. We adopted a drop-in style program that seem to work with families. Children, teen and adult make a hors d'oeuvre size food using local food and materials provided in the Charlie Cart

Grants and Donations

General Obligations Funds: The Roswell Public Library is using a restrictive fund to improve library services in the fiscal years 2025 and 2026. The 2022 General Obligations Funds are managed by the New Mexico State Library. The Roswell Public Library is reimbursed for funds spend on pre-approved projects. Funds have to spent and checks issued by June 30, 2026. The following projects have been approved by the New Mexico State Library:

- Board book shelving to expand the Spanish board book collection
- Public computers and staff computers
- Early literacy computer for the children's area
- Tumblebook Library is an online picture book and chapter book collection
- Chairs for the public area
- Shelving for the graphic novels
- Display shelving for the Young Adult Collection
- Scanning of High School Yearbooks
- iPad, cases and Apple TV – which were lost in the October 2024 flood
- Self-checkout station for the children's area

State Grants in Aid: The New Mexico State Library is expected to send out notification of State Grants in Aid to Public Library funding in October. The amount of State Grants in Aid is determined by the State Legislature and the amount varies year to year.

Donations: The Roswell Public Library received an anonymous gift of $4,000.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 18.

Finance Committee
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Cannabis Excise Tax
Gross Receipts Tax

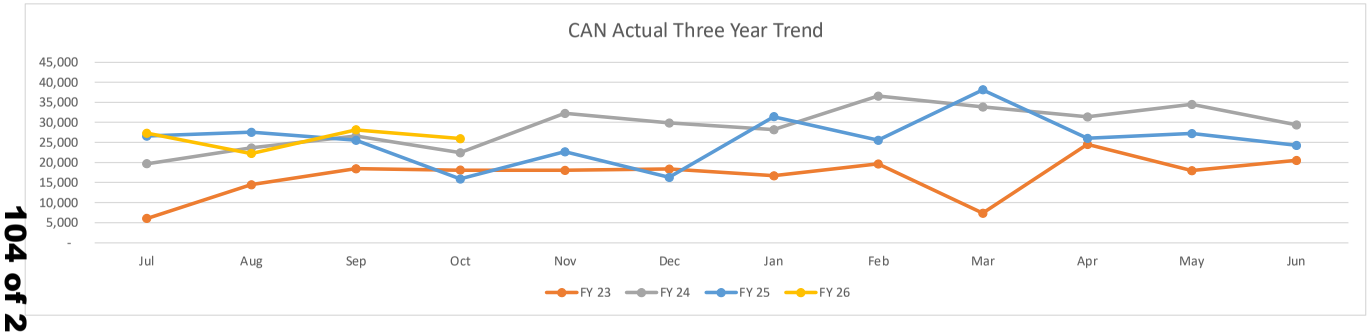
Attachments

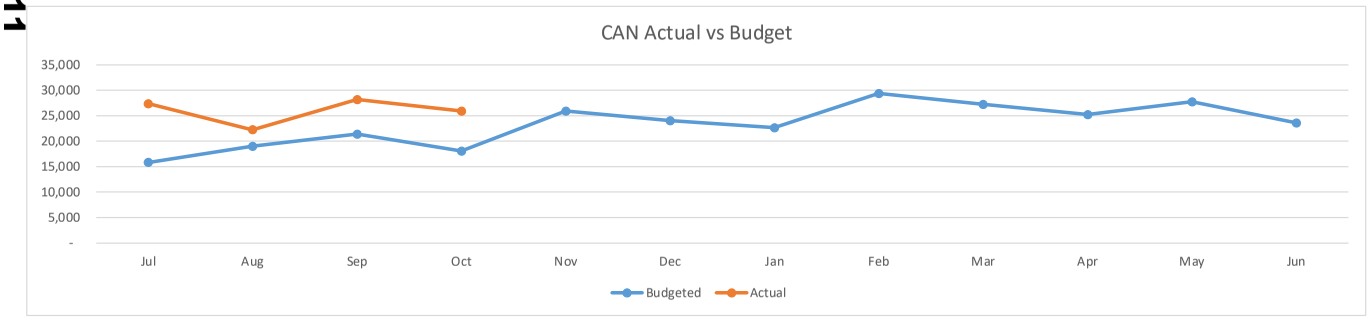
Cannabis Excise Tax
Gross Receipts Tax
GRT Allocation

Finance

City of Roswell
Cannabis Excise Tax
October 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	26,059	27,204	24,268	307,316	-11.9%	**307,316**
FY 26	27,337	22,256	28,178	25,929									103,701	-66.3%	**103,701**
26 over 25	**2.8%**	**-19.2%**	**10.3%**	**62.6%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-66.3%**		





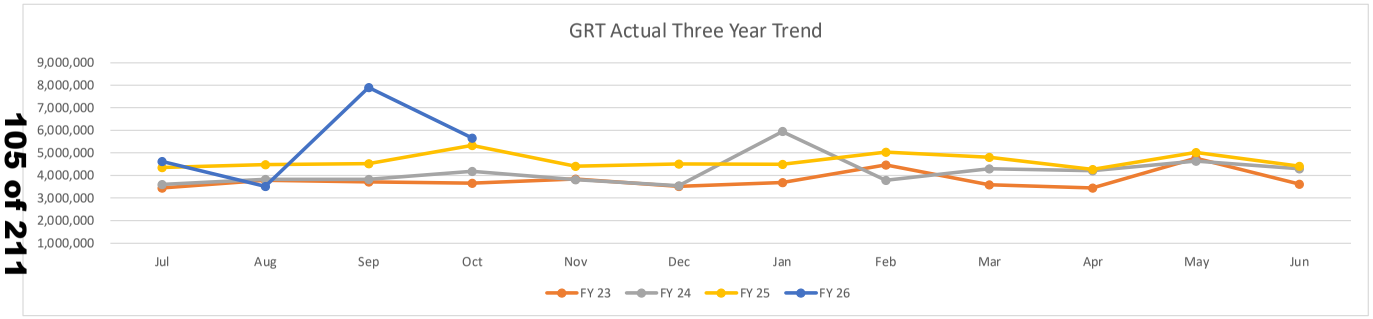
	Budgeted	Actual	Variance
Jul	15,848	27,337	11,489
Aug	19,023	22,256	3,233
Sep	21,362	28,178	6,816
Oct	18,058	25,929	7,871
Nov	25,926		(25,926)
Dec	24,006		(24,006)
Jan	22,658		(22,658)
Feb	29,370		(29,370)
Mar	27,207		(27,207)
Apr	25,218		(25,218)
May	27,707		(27,707)
Jun	23,617		(23,617)
Total	**280,000**	**103,701**	**(176,299)**
% FYTD			**-63.0%**

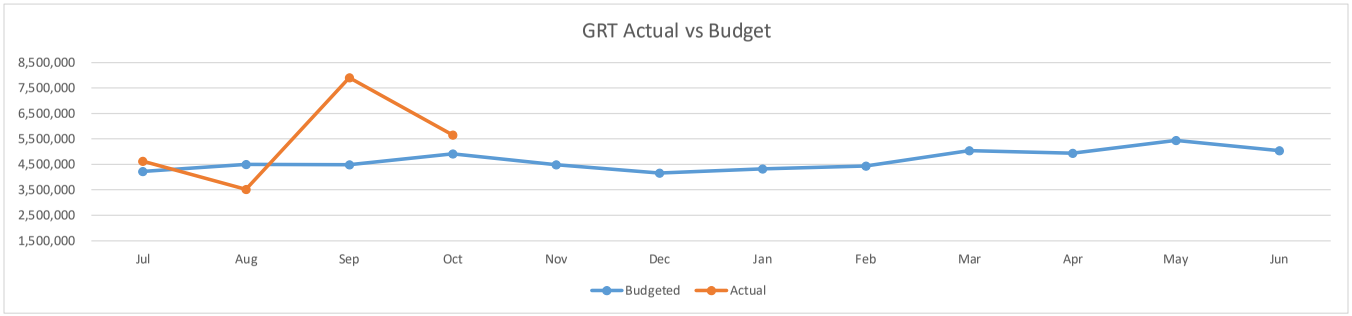
Roswell

Finance

City of Roswell
Gross Receipts Tax
October 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	4,274,929	5,021,295	4,404,839	55,679,377	11.3%	**55,679,377**
FY 26	4,625,684	3,517,302	7,903,051	5,654,926									21,700,964	-61.0%	**21,700,964**
26 over 25	**6.1%**	**-21.5%**	**74.5%**	**6.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-61.0%**		





	Budgeted	Actual	Variance
Jul	4,220,150	4,625,684	405,534
Aug	4,493,287	3,517,302	(975,985)
Sep	4,484,504	7,903,051	3,418,547
Oct	4,909,769	5,654,926	745,157
Nov	4,478,402		(4,478,402)
Dec	4,162,932		(4,162,932)
Jan	4,325,999		(4,325,999)
Feb	4,436,170		(4,436,170)
Mar	5,038,498		(5,038,498)
Apr	4,939,601		(4,939,601)
May	5,444,599		(5,444,599)
Jun	5,037,177		(5,037,177)
Total	**55,971,088**	**21,700,964**	**(34,270,124)**
% FYTD			**-61.23%**

Roswell

Finance

CITY OF ROSWELL

GRT ALLOCATION

FY26

Fund	July Actuals	August Actuals	September Actuals	October Actuals	November Actuals	December Actuals	January Actuals	February Actuals	March Actuals	April Actual	May Actuals	June Actuals	Total Actuals
General Fund	3,130,516.79	2,379,279.67	5,327,317.59	3,800,971.34	-	-	-	-	-	-	-	-	14,638,085.39
Flood	451,757.87	345,001.63	800,115.38	587,069.91	-	-	-	-	-	-	-	-	2,183,944.79
Recreation	391,242.58	297,355.58	665,798.96	475,042.36	-	-	-	-	-	-	-	-	1,829,439.48
Public Safety	652,166.99	495,665.14	1,109,819.25	791,842.68	-	-	-	-	-	-	-	-	3,049,494.06
	4,625,684.23	**3,517,302.02**	**7,903,051.18**	**5,654,926.29**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**21,700,963.72**

Roswell

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 19.

Finance Committee
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Report on Air Races

Attachments

NCAR Tourism Funding

NCAR Tourism Funding		
Custom Construction	Removal of Air Racing Pylons only outside the fence	$16,132.93
B&H	Wifi for NCAR	$4,554.82
J&G Electric	Engineering Fees for 7 Electrical services for pedestals	$10,208.19
Baker Utility Supply	Yard Hydrants	$5,972.00
Desert West	Seal Coat, Chip Seal, Distributor Trucks, Parking Lot Striping, Asphalt products - Cold Mix, Seal Coat Materials, Transport Tankers available	$35,143.75
Desert West	Micro Surfacing with CQS emulsion and aggregate top & bottom - crew parking	$654,247.96
Desert West	Micro Surfacing with CQS emulsion and aggregate top & bottom at Roswell Air Center	$1,359,339.49
J&H Services	Roswell Airfield temporary barrier	$65,070.75
All In Safety	Lime Green Traffic Cones	$15,320.00
All In Safety	6' Fence Posts - Heavy Duty / Green	$10,592.50
J&G Electric	Replace existing cameras with new Axis cameras	$70,879.98
Molzen Corbin	NCAR Entry Gate and Drop Off Drive	$76,233.73
Holloway Construction	Home Pylon Repair and Light Brackets	$35,926.48
Special Event Seating	Temporary Grandstands	$216,108.27
Holloway Construction	Foundation, erection, and take down of Home Pylon	$31,294.97
Code 3 Service	Install 4 VHF Repeater Antennas two at aeach water tower at the airport	$28,910.68
Code 3 Service	Install State V-TAC repeaters, develop communications plan, test system, program radios, on site for any problems during PRS event	$8,092.19
Code 3 Service	Install State V-TAC repeaters, develop communications plan, test system, program radios, on site for any problems during Air Race event	$8,092.19
Code 3 Service	install UHF Radio and cross it over to the Air Band for direct communication with staff	$42,595.51
Code 3 Service	NCAR Wifi	$1,450.87
J&H Services	Roswell Airfield temporary barrier	$636,261.53
Molzen Corbin	Roswell Airshow Electrical	$87,144.73
Xcel Energy	Burying of powerlines and installing marker balls to identify powerlines left in place	$407,750.00
Flight Light	purchase of marker balls	$10,176.90
Xcel Energy	OH to UG conversion on primary lines & marker ball installations	$200,306.73
J&H Services	Grading at STOL Drag Area	$1,030,605.35
All In Safety	additional fence posts	$5,572.21
Holloway Construction	City of Roswell Air Race Entrance	$75,373.32
J&G Electric	Air Show Electrical Site Gear Boxes	$252,442.57
Abraham's construction	NCAR Monument Gate and Drop Off Area South Approach	$39,412.74
Abrahams Construction	NCAR Monument Gate and Drop Off Area North Approach	$39,412.74
Baker Utility Supply	Yard Hydrants	$1,102.20
J&H Services	Concrete flat work over electrical vaults	$56,138.41
Rangel & Son's	Landscaping the front of the terminal for Air Races	$31,181.99
Xcel Energy	Electrical underground extension with secondary service for MDP-1 & MDP-2 ONLY	$123,203.05
J&H Services	Backfill Grandstand Columns	$24,252.66
J&G Electric	Trailer with mobile security	$54,482.14
Desert West	Micro Surfacing rework on failed areas	$214,280.19
Desert West	NCAR Monument Path	$171,992.27
The Wrap Studio	Signage for the Monument entrance	$17,638.35
Billingsley Engineering, Inc	Construction staking for pick up/drop off area by city forces	$12,499.00
All In Safety	Rope for the RV parking	$3,651.24
Baker Utility Supply	RV Hook ups	$28,979.02
Custom Construction	install pylons cans	$34,270.21
Circle F Enterprises	Air Show Gate Add on	$12,521.45

Holloway Construction	Poles and Pylons Install	$46,909.41
Tracs Power Generation	Generator Rental for Air Races	$4,870.02
KC Light Towers	Light towers for the air races	$15,621.81
Desert West	Striping for pit area	$38,714.35
JSH	Home Pylon Repair	$5,179.01
Smith Enginering	Xcel easement for VIP RV parking	$1,620.00
Circle F Enterprises	Step Rapair	$1,752.08
J&H Services	Crew Parking Area	$194,772.32
		$6,576,257.26
	Capital Appropriation No. 24-I2874	
Sturdisteel	Permanent Grandstands	$2,815,790.00
	State Grants	
J&G Electric	22-G2773 RV Pedestals - Service D (11 Pedestals)	$55,972.34
J&G Electric	22-G2773 RV Pedestals - Service C (10 Pedestals)	$54,242.30
J&G Electric	22-G2773 RV Pedestals - Service B (11 Pedestals)	$56,184.00
J&G Electric	22-G2773 RV Pedestals - Service A (10 Pedestals)	$55,493.28
J&G Electric	22-G2773 RV Pedestals - Service E (11 Pedestals)	$55,972.34
Abraham Construction	24-I4050 RV Water Dump Station	$10,226.80
J&G Electric	22-G2773 RV Pedestals - VIP Service B (13 Pedestals)	$58,590.85
J&G Electric	22-G2773 RV Pedestals - VIP Service A (13 Pedestals)	$58,778.47
Baker Utility	24-I4050 Water lines for RV park	$19,328.59
Desert West	22-G2773 Micro Surfacing with CQS Emulsion and aggregate	$193,873.65
J&H Services	22-G2773 20' concrete barrier (Qty 150)	$455,859.76
Total		**$1,074,522.38**

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 20.

Finance Committee
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Main Street Roswell

Attachments

ED Report Q1
Report Q1
P&L Q1
July Meeting Minutes
August Meeting Minutes
September MEeting Minutes

Executive Directors Monthly Report
City of Roswell – Q1 – July, August, September 2025
Barbara Gomez, Executive Director /MainStreet Roswell
Submitted: CoR October 15, 2025

Acronyms and Abbreviations:

MSR = MainStreet Roswell
CoR = City of Roswell
NMMS = New Mexico MainStreet
ED = Executive Director
MSA = MainStreet America
CCEDC = Chaves County Economic Development Corporation

July 4, August, 1, September 5th – MSR has standing radio time on the first Friday of each month at 9am on the "Mornings with Mike" show on PVBC radio. ED promotes upcoming events in the district, new businesses to the district, upcoming revitalization efforts and need for volunteers

July 8th – ED submitted the 2026 UFO funding request to the OTB for both Lodger's Tax and City Sponsorship.

July 11th – ED presented MSR events and plans for the district to the Sertoma Club of Roswell.

July 14th – MSR board held an after-action review of the 2025 UFO festival. Discussions included what went well, what needs improvement and ideas for the 2026 UFO Festival.

July 14th – ED is board member of the Child Resource and Referral committee. Attended the special meeting held at 5:00pm

July 15th – Stakeholder's meeting was held at 5:30pm at Tiny Trends. Updates were provided on upcoming events, new businesses on MS and closures.

July 22nd – ED attended the OTC meeting & submitted the requests for funding for the 2026 UFO Festival. It was recommended to award MSR $20k from lodgers' tax & $50k, City Sponsorship.

July 25th – Grand opening for Degenerate Coffee on Richardson Ave. ED also delivered thank you cookies & coffee to the staff of the CoR Special Events team.

July 29th – Master Plan Steering Committee Zoom meeting with Abel City. ED and Board members attended this Zoom & reviewed plans for the district in the Master Plan.

Start work on the "After Burner" on Main Street in conjunction with the National Championship Air Races. This was planned to coincide with the air races to help promote business on Main Street. Participating merchants offered specials and discounts & made plans to stay open late to accommodate air race attendees.

July 30th, MSR bought a table at the Celebrate Chaves County event sponsored by the RCCEDD. ED and board members attended the luncheon.

August 1st – Started work on the Chile Festival for September 27th. Posters, radio ads, FB & webpage updates. Reached out and confirmed entertainment, vendors & food trucks.

August 5th – UFO Volunteer / Sponsor reception was held at Stellar Coffee company. Appetizers were served. Those present were given a chance to win door prizes and top volunteers were honored.

August 6th – Special UFO meeting to discuss plans for 2026. Board met to discuss plans for the upcoming 2026 UFO Festival "250th Birthday of USA", 2027 – 80th Anniversary of the 1947 UFO Crash.

August 18th – UFO Creative Think Tank meeting. A group was organized to start making plans for the 2026 July 4th event "USA 250 Birthday" in anticipation of the 60th anniversary of the UFO 1947 UFO Crash. Community members were invited along with City Events team.

August 19th – Gateway meeting with CoR Engineering team. Discussed our plan to continue moving forward with the full gateway & other elements such as benches & kiosks. The team decided to start with the benches & kiosks & to seek more funding for the gateway.

August 19th – Stakeholder meeting held at 5:30pm at Alien Enchantments. There was in improvement on in-person attendance and many on FB live. Updates were provided and discussion of concerns.

September 5th – Mornings with Mike.

September 13 & 14th – ED volunteered to park cars at the NCAR. This was a busy weekend with parking changes due to the rain on Saturday & that doubled parked on Sunday.

September 16th – ED interviewed with Christina, Roswell Daily Record, Visions section regarding the Chile Festival.

September 17th – MSR Board meeting. Regular board meeting held.

September 17th – Radio with Russ at the Country Giant – update on UFO Festival & upcoming Chile Festival

September 18th – 2026 UFO Agreement sent to TJ for the upcoming Legal meeting. Board & ED worked on the language to the UFO agreement that will be on the October 23rd agenda.

September 23rd – Rebranding meeting. During this meeting we discussed ideas for the new vision for MSR. Options were discussed with subsequent meetings to include NM MainStreet Graphic and Design specialists as we move forward to the creatives for the new logo.

September 23rd – MSR Financials & 2025 UFO budget. MSR is preparing for the upcoming November 6th meeting with the CoR Finance committee.

September 24th- Wayfinding meeting. During this meeting we continued to discuss plans for the kiosks, benches & gateway and the funding required. We will move forward with the first bench and kiosk on Pioneer Plaza.

September 25th – Mornings with Mike radio to talk about upcoming Chile Festival.

September 27th – Chile Festival / Farmers Market. This event was held on the Chaves County courthouse lawn. Approximately 25 vendors were on the lawn and 4 food trucks. Chile roasting was held throughout the day. Competitions were held, the Green Chile Stew Competition, Pecan Pie competition, jalapeno eating contest & the ice cream eating contest. Each competition received gift certificates and/or cash prizes.

MAINSTREET ROSWELL
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City of Roswell – Q1 Report / MSR – Q3 Report
July, August, September 2025
Executive Director's Report

Submitted on: October 14, 2025
MainStreet Roswell (MSR)
Barbara Gomez, Executive Director (ED)

MainStreet Board Minutes (Inserted):

- July 2025
- August 2025
- September 2025

Profit & Loss Actuals YTD Financial Reports (inserted)

- July, August, September 2025

Executive Director's Monthly Report (inserted)

- July, August, September 2025

Key Quarterly Highlights:

- MSR completed the 2025 UFO Festival and submitted all required reports to secure possible CoR funding for UFO 2026.
- Work continues with Chaves County on the Cultural Plaza project, expected to be completed by late 2025 or early 2026.
- MSR joined the Master Plan Steering Committee led by Abel City.
- The Rebranding plan with New Mexico MainStreet remains on track for completion by January 2026.
- The Wayfinding; gateway, benches & kiosks planning continues with the engineering department of the CoR with plans to start the initial work on the benches & kiosks with possible further funding for the gateway.
- During this quarter MSR created the "Afterburner" event on Main Street to promote the businesses in the district during the National Championship Air Races. The Chile Festival was held on Saturday, September 27th.
- Farmer's Market continued on the Chaves County Courthouse lawn from July 12th to October 11th, 2025.

Upcoming Priorities:

- City of Roswell – Legal Committee meeting, October 23rd
- City of Roswell – Finance Committee meeting, November 6, 2025
- NM MainStreet 2025 Annual Accreditation in December 2025
- MainStreet Roswell Annual Report to the CoR, City Council meeting in December 2025
- 2025 UFO Final Presentation to the CoR City Council meeting in December 2025

- Sparklight Community grant: MSR continues to research grants in order to secure funding for the building improvements in the district and also to build capacity within the organization.
- Holiday Market & Electric Light Parade, December 5-6, 2025

MSR Board members during the CoR Q3. Currently the board has 6 Board members and 1 Ex-officio member.

Jason Garcia	President
Peggy Seskey	Vice-President
Allen Shanley	2nd Vice-President
Rosy Rubio	Treasurer
Kerri Hendrix	Secretary
Cisco Brink	Director
Juliana Halvorson	Ex-Officio

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

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

- During this quarter MSR held 3 district merchant Stakeholder meetings in person or FB live: July: Tiny Trends, August: Alien Enchantments, September: Ancients of Days. During the meetings updates were given on new businesses in the district and businesses that closed or relocated. Updates were given on the Chaves County Cultural Plaza and CoR Wayfinding gateway, benches & kiosks. Information was provided on MSR internal updates on the Rebranding plan, surveys. MSR emphasized the need for Volunteers for the many projects in the district. The plan to start a ReGranting program was introduced with the plan to raise funds for the purpose of offering funding to merchants in the district. During this quarter MSR created the "Afterburner on MainStreet" in conjunction with the NCAR as a way to promote their business and the overall district. Merchants were encouraged to provide discounts and keep longer hours during the air races.

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

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

NM MainStreet provided us with a program called B.O.O.M.S – Building Opportunities on Main Street as a way to keep track of properties in the district. ED along with a board director attended the meetings and will start to track properties.

ED met/talked with various business owners to discuss plans for improvement of location interior or exterior. Attempted to locate and identify empty buildings and spoke with a number of people looking to find a location in the Main Street district.

New businesses within the district during Q1	**Address**
Urban Cowgirl	117 E. 2nd Street
The Interstellar Beer & Wine Lounge	315 N. Main Street
Business closures within the district:	None

Interior and Exterior Improvement and Rehabilitation	**Address**	**Private Investment to the building**	**Description of work**
Business Notions	304 N. Main St.	$2,000	Roof / AC repairs
Stellar Coffee	315 N. Main St	$10,000	Patio lounge addition
Soft Pretzel & Ice cream shop	303 N. Main Street	35,000	Interior upgrades & signage
Miniatures & Curious Collections	320 N. Richardson	1,000	LED signs / decorative lights
International UFO Museum	300 N. Main St.	No amount provided	Updated signage / building painted
TOTAL		**$48,000**	

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

Location	**Previous business**	**Owner info**	**new tenant / relator**
227 NE Main Street	Complete Rehab	Mike Hurst	
205 SE Main Street	USA Title	Jennifer Homes	
120 SE Main Street	Unknown		Berkshire-Hathaway
108 W. 4th Street	Cigar shop & Frame shop	Marty & Cynthia Torres	
125 W. 4th Street	Pegasus	Abel Villapando	Car storage
107 E. 4th Street	Fisk Building	Offices for lease	
107 E. 3rd Street	Unknown	Berkshire Hathaway	
201 N. Richardson Ave	Silver Spoon	Morris Shertz	
306 N. Richarson Ave	Unknown		Empty building
100 S. Richardson Ave	Petroleum Building	Ram Kumwar	

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

Extraordinary activities

- **After Burner on Main Street, September 12th-14th:** MSR created this event to encourage visitors to the NCAR to come downtown to shop & eat. Participating merchants made plans to stay open late and offered special discounts for race guests.

- **Chile Festival, September 27th:** This annual event was held as a one-day event in conjunction with the Farmer's Market. It hosted approximately 20 vendors & 4 food trucks. Chiles were roasted throughout the day along with entertainment. This year we removed the "cheese" off the name Chile Cheese Festival as we longer do tours to Leprino Cheese factory and to avoid confusion it was deleted.

- **2016 Wayfinding plan - Gateway**. Meetings were held in this quarter to confirm bids & costs for the gateway. City of Roswell, Special Events Supervisor, Visitors Center Supervisor, IUFO Museum director & assistant director were included in the meeting.

- During this quarter, ED spoke at the following civic organization: Sertoma Club. Updates were given on upcoming UFO Festival & upcoming plaza and gateway.

Promotional campaigns / Events:

- MSR Rebranding – meetings continued this quarter with NMMS, Promotion & Image Development department & Graphic & Design team to review ongoing ideas for the new MSR logo.

Cooperative efforts with area organizations

- MSR ED, attended the Matanza event as a vendor. The event was held at the NM State Fairground on May 10th.

Volunteer Hours:

Approximately 2028 volunteer hours were reported during this quarter. Volunteers consisted of MSR board members, community volunteers and civic organizations. Board members attended and assisted with the MSR UFO meeting and UFO Community meeting. IT volunteer assisted with setting up and updating the online Eventeny program.

Executive Director Training / Meeting with NMMS

Re-Branding meeting held with Robyne, NMMS, Rebranding team, MSR board members & ED.

Management Report

Mainstreet Roswell

For the Quarter ended September 30, 2025

Prepared by

Rosy Rubio

Prepared on

October 14, 2025

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Quarterly Statement of Activity Summary

July - September, 2025

	Jul - Sep, 2025	Total
REVENUE		
43400 Direct Public Support		0.00
43410 PSA with City	18,750.00	18,750.00
Total 43400 Direct Public Support	**18,750.00**	**18,750.00**
45000 Investments		0.00
45030 Interest-Savings, Short-term CD	21.26	21.26
Total 45000 Investments	**21.26**	**21.26**
46300 ChileCheese		0.00
46301 Chile Cheese Vendor Fee	650.00	650.00
46302 Chile Cheese Sponsorship	1,000.00	1,000.00
Total 46300 ChileCheese	**1,650.00**	**1,650.00**
46500 UFO/Alien Fest		0.00
46501 UFO Alien Fest Vendors	505.00	505.00
46502 UFO/Alien Fest Sponsorship	3,500.00	3,500.00
46503 UFO/Alien Fest Merchandise	8,176.01	8,176.01
Total 46500 UFO/Alien Fest	**12,181.01**	**12,181.01**
46600 Holiday Events & Other Events		0.00
46601 Holiday Lights Donations	1,000.00	1,000.00
Total 46600 Holiday Events & Other Events	**1,000.00**	**1,000.00**
47500 Farmers Market Income	2,891.00	2,891.00
47501 Farmers Market Income	-444.97	-444.97
Total 47500 Farmers Market Income	**2,446.03**	**2,446.03**
Total Revenue	**36,048.30**	**36,048.30**
GROSS PROFIT	**36,048.30**	**36,048.30**
EXPENDITURES		
60900 Business Expenses	105.78	105.78
60920 Business License	126.00	126.00
Total 60900 Business Expenses	**231.78**	**231.78**
62100 Contract Services		0.00
62120 Office Consulting	65.00	65.00
Total 62100 Contract Services	**65.00**	**65.00**
65000 Operations		0.00
65017 Internet Expense	210.00	210.00
65020 Postage, Mailing Service	349.44	349.44
65035 Office Expenses	142.58	142.58
65040 Supplies	276.71	276.71
65048 Storage	210.00	210.00
65049 Computers, software, systems	1,629.25	1,629.25
65050 Telephone, Telecommunications	263.58	263.58
Total 65000 Operations	**3,081.56**	**3,081.56**

	Jul - Sep, 2025	Total
65012 Fees for Square Reader	238.91	238.91
65060 UFO Festival/Alien Fest		0.00
65061 UFO/Alien Advertising	1,986.12	1,986.12
65062 UFO/Alien Fest Entertainment	26,453.06	26,453.06
65064 UFO/Alien Fest Meals/Lodging	5,443.50	5,443.50
65065 UFO/Alien Fest Printing	1,446.56	1,446.56
65066 UFO/Alien Fest Supplies	1,443.34	1,443.34
65067 UFO/Alien Fest Security	6,487.93	6,487.93
65068 UFO/Alien Fest Merchandise	206.25	206.25
65069 UFO/Alien Fest Contest Prizes	657.90	657.90
Total 65060 UFO Festival/Alien Fest	**44,124.66**	**44,124.66**
65070 Chile Chesse Festival		0.00
65072 Chile Cheese Entertainment	1,800.00	1,800.00
65077 Chile Cheese other expenses	336.00	336.00
Total 65070 Chile Chesse Festival	**2,136.00**	**2,136.00**
65080 Farmers Market		0.00
65081 Farmers Market Advertisement	541.58	541.58
Total 65080 Farmers Market	**541.58**	**541.58**
65090 Other Events		0.00
65091 Other Events Advertising	737.76	737.76
Total 65090 Other Events	**737.76**	**737.76**
65100 Other Types of Expenses		0.00
65120 Insurance - Liability, D and O	2,204.00	2,204.00
65180 Gross Receipts Tax	74.85	74.85
Total 65100 Other Types of Expenses	**2,278.85**	**2,278.85**
65101 UFO Stipends	3,600.00	3,600.00
66000 Salary Expenses		0.00
66020 Unemployment Insurance	254.44	254.44
66050 Director's Salary	14,162.52	14,162.52
Total 66000 Salary Expenses	**14,416.96**	**14,416.96**
68300 Travel and Meetings	10.00	10.00
68310 Conference, Convention, Meeting	38.89	38.89
68320 Travel and Meals	412.00	412.00
Total 68300 Travel and Meetings	**460.89**	**460.89**
Payroll Expenses		0.00
Taxes	1,117.66	1,117.66
Total Payroll Expenses	**1,117.66**	**1,117.66**
Total Expenditures	**73,031.61**	**73,031.61**
NET OPERATING REVENUE	**-36,983.31**	**-36,983.31**
NET REVENUE	**$ -36,983.31**	**$ -36,983.31**

Budget vs. Actuals_Budget_FY25_P&L

January 1-September 30, 2025

DISTRIBUTION ACCOUNT	TOTAL	
	ACTUAL	BUDGET
Income		
42000 Spring Fund Raiser		
42105 Spring Fund Raiser Donation	125.00	
Total for 42000 Spring Fund Raiser	**$125.00**	
42101 Fundrasing Events		
42102 Ticket Sales	815.00	
42103 Fund raising proceeds		5,000.00
Total for 42101 Fundrasing Events	**$815.00**	**$5,000.00**
43400 Direct Public Support		
43410 PSA with City	56,250.00	75,000.00
Total for 43400 Direct Public Support	**$56,250.00**	**$75,000.00**
45000 Investments		
45030 Interest-Savings, Short-term CD	63.00	100.00
Total for 45000 Investments	**$63.00**	**$100.00**
46300 ChileCheese		
46301 Chile Cheese Vendor Fee	650.00	900.00
46302 Chile Cheese Sponsorship	1,000.00	2,000.00
Total for 46300 ChileCheese	**$1,650.00**	**$2,900.00**
46500 UFO/Alien Fest		
46501 UFO Alien Fest Vendors	35,465.00	30,000.00
46502 UFO/Alien Fest Sponsorship	58,500.00	15,000.00
46503 UFO/Alien Fest Merchandise	8,176.01	
46508 Lodgers Tax Reimbursement	20,000.00	20,000.00
46505 UFO/Alien Fest Donations		500.00
46512 UFO/Alienfest In Kind donation		200.00
56504 City of Roswell Reimb. Gen. Fun		50,000.00
Total for 46500 UFO/Alien Fest	**$122,141.01**	**$115,700.00**
46600 Holiday Events & Other Events		
46601 Holiday Lights Donations	2,000.00	15,000.00
46605 Holiday Events Sponsor	1,000.00	1,500.00
46604 Holiday Events Vendors		1,200.00
Total for 46600 Holiday Events & Other Events	**$3,000.00**	**$17,700.00**
47500 Farmers Market Income	$2,891.00	
47501 Farmers Market Income	-444.97	5,200.00
Total for 47500 Farmers Market Income	**$2,446.03**	**$5,200.00**
49000 Caps to Benches	350.00	

DISTRIBUTION ACCOUNT	TOTAL	
	ACTUAL	BUDGET
48000 Misc. Income		
48001 Donations		500.00
48002 RDR Ads		75.00
Total for 48000 Misc. Income		**$575.00**
Total for Income	**$186,840.04**	**$222,175.00**
Cost of Goods Sold		
Gross Profit	**$186,840.04**	**$222,175.00**
Expenses		
10015 Petty Cash Events	0.00	
60900 Business Expenses	$105.78	
60920 Business License	126.00	
Total for 60900 Business Expenses	**$231.78**	
62100 Contract Services		
62110 Accounting Fees	950.49	3,200.00
62120 Office Consulting	273.00	
Total for 62100 Contract Services	**$1,223.49**	**$3,200.00**
65000 Operations		
65010 Books, Subscriptions, Reference	126.00	
65017 Internet Expense	689.23	300.00
65020 Postage, Mailing Service	877.44	400.00
65030 Printing and Copying	75.07	
65035 Office Expenses	466.12	2,000.00
65040 Supplies	434.00	600.00
65048 Storage	630.00	1,120.00
65049 Computers, software, systems	9,217.55	7,500.00
65050 Telephone, Telecommunications	785.73	2,000.00
65055 Web Hosting	378.98	700.00
65056 Donation	-500.00	
65045 Training		50.00
Total for 65000 Operations	**$13,180.12**	**$14,670.00**
65012 Fees for Square Reader	559.37	50.00
65060 UFO Festival/Alien Fest		
65061 UFO/Alien Advertising	4,763.01	2,000.00
65062 UFO/Alien Fest Entertainment	42,421.64	50,000.00
65064 UFO/Alien Fest Meals/Lodging	5,443.50	3,000.00
65065 UFO/Alien Fest Printing	1,446.56	
65066 UFO/Alien Fest Supplies	1,528.52	5,000.00
65067 UFO/Alien Fest Security	16,931.46	18,000.00
65068 UFO/Alien Fest Merchandise	6,177.70	9,000.00

DISTRIBUTION ACCOUNT	TOTAL	
	ACTUAL	BUDGET
65069 UFO/Alien Fest Contest Prizes	657.90	2,400.00
Total for 65060 UFO Festival/Alien Fest	**$79,370.29**	**$89,400.00**
65070 Chile Chesse Festival		
65072 Chile Cheese Entertainment	1,800.00	500.00
65077 Chile Cheese other expenses	336.00	
65073 Chile Cheese Rentals		350.00
65074 Chile Cheese Supplies		800.00
Total for 65070 Chile Chesse Festival	**$2,136.00**	**$1,650.00**
65080 Farmers Market		
65081 Farmers Market Advertisement	541.58	
65084 Farmers Market other expenses	35.00	50.00
65082 Farmers Market Rentals		500.00
65083 Farmers Market Supplies		500.00
Total for 65080 Farmers Market	**$576.58**	**$1,050.00**
65090 Other Events		
65091 Other Events Advertising	637.76	
65094 Other Events Misc. expenses	0.00	
Total for 65090 Other Events	**$637.76**	
65100 Other Types of Expenses		
65120 Insurance - Liability, D and O	3,739.00	4,500.00
65180 Gross Receipts Tax	831.25	750.00
65160 Other Costs		100.00
Total for 65100 Other Types of Expenses	**$4,570.25**	**$5,350.00**
65101 UFO Stipends	3,600.00	
65500 City Spon. Expense UFO/Alienfes		
65504 Meals and Lodging	0.00	500.00
Total for 65500 City Spon. Expense UFO/Alienfes	**$0.00**	**$500.00**
66000 Salary Expenses		
66010 Payroll Taxes	2,035.72	4,500.00
66020 Unemployment Insurance	254.44	105.00
66050 Director's Salary	33,426.11	58,150.00
66015 Workmans Comp		20.00
Total for 66000 Salary Expenses	**$35,716.27**	**$62,775.00**
66100 Holiday Events		
66104 Holiday Lights Advertising	215.79	300.00
66105 Holiday Event Vendor Dep. Reim.	10,250.10	
Holiday Street Closures	1,006.00	1,500.00
66101 Holiday Lights Supplies		1,100.00
66102 Holiday Lights Inst. and Remova		22,000.00

DISTRIBUTION ACCOUNT	TOTAL	
	ACTUAL	BUDGET
66107 Holiday Entertainment Expensse		2,200.00
66108 Holiday Events Prizes		1,250.00
66109 PayPal Fees Holiday Events		75.00
66111 Security		600.00
Total for 66100 Holiday Events	**$11,471.89**	**$29,025.00**
66125 Contests		
66126 Parade Contest Winners	216.71	250.00
Total for 66125 Contests	**$216.71**	**$250.00**
66200 Caps to Benches Expenses		
66201 Bench Purchase	-350.00	
Total for 66200 Caps to Benches Expenses	**-$350.00**	
68300 Travel and Meetings	$10.00	
68310 Conference, Convention, Meeting	116.47	100.00
68320 Travel and Meals	983.23	700.00
Total for 68300 Travel and Meetings	**$1,109.70**	**$800.00**
Payroll Expenses		
Taxes	3,005.88	1,000.00
Wages	9,441.68	10,000.00
Total for Payroll Expenses	**$12,447.56**	**$11,000.00**
65008 Bank Fees		1,200.00
Uncategorized Expense		400.00
Total for Expenses	**$166,697.77**	**$221,320.00**
Net Operating Income	**$20,142.27**	**$855.00**
Other Income		
Other Expenses		
Net Other Income		
Net Income	**$20,142.27**	**$855.00**

MAINSTREET ROSWELL
BOARD MEETING MINUTES
Wednesday, July 16, 2025, 5:30PM

Attendees: Jason, Cisco, Kim, Allen, Kerri, Barbara, ED

I. Call to order @ 5:35
II. Quorum was established
III. Approval of Minutes – June 11, 2025 (sent via email) Motion to approve by Allen, seconded by Cisco.
IV. Treasurer's Reports (sent via email) Treasurer was not in attendance for questions.)
    a. Budget vs Actual PL Report – April-June 2025
    b. Budget vs Actuals PL Report – YTD-June 2025
        i. Cisco asked where the numbers in the column came from. Jason informed him that the budget was established based on previous years financials. Cisco asked about reviewing the budget soon since we are 1/2 way through the year.
    c. June 2025 MSR – Transaction List by date
    d. UFO Financial Report – Will be reported during the August Board meeting
V. ED attended a NMMS Roundtable Zoom meeting on July 16th with the topic being ***Securing Support: A Strategic Timeline for Building & Renewing Local Government Contracts***. Board members were sent the link to the YouTube video & PowerPoint

VI. Community Projects updates:
    a. CoR Gateway project – set up meeting with CoR Engineering for next steps
        i. McCormick has not replied yet, once he does, Barbra will be informing us.
        ii. Jason met will Hess, it was discussed that the city is on board with the project and covering the costs of the land and maintenance.
    b. Chaves County Cultural Plaza, Destination Forward: **Grant award: $183,100**
        i. We asked for $400,000.
        ii. Alex Palomino and ED spoke about the hours of the Plaza and a separate opening for the bathrooms.
        iii. Jason suggested making a public statement about what the plaza is used for and where the funding came from. Cisco volunteered to get in contact with someone.
VII. Quarterly Reports (April, May, June) NMMS July 1st / City of Roswell, July 15th
VIII. <u>Exec Director's Report</u>
    a. 2026 Lodger Tax Request for UFO Festival due – July 8, 2025
        1. Barbra requested $30,000 from traditional Lodgers Tax and $100,000 for sponsorship.
    ii. Occupancy Lodger's Tax Board meeting – July 22nd at 2:30pm
        1. ED will meet with the Tax board, which consists of 5 people, before she goes to the Finance Committee.

iii. Finance Committee meeting – August 8 at 2:30pm
iv. City Council meeting – August 14, at 6pm

b. Re-branding project team – Met July 14th
    i. Team members: Cisco, Juliana, Rodney, Peggy, and Andrea. Leo has resigned.
        1. 120 responses, ED will send them out at a later date.
        2. Most of the comments are based on common sense, not complaining.
        3. A large amount of the responses requested more new paint.
        4. Many comments about public bathrooms. Jason does not want us to be in the charge of this.
        5. Locals would like less Alien themed.
        6. Cisco stated he would like to use AI for the initial design concept, then seeing a meeting with someone to refine the designs.
        7. Robyne, NMMS, stated that the group should remain small, approximately 3 people.
c. Main Street Master Plan meeting – Board members received Zoom invitation on the committee meeting – July 23, 4-5pm.
d. Celebrate Chaves County – RCCEDC – July 30th, 11:30am – Encanto Center
e. Grand Opening – Degenerate Coffee, 304 N. Richardson, July 25th at 9am

IX. New Business

a. UFO Way Ahead Committee - Cisco
    i. Cisco is suggested that the UFO festival attempt to bring in vendors who may want to open store fronts. He is proposing a committee of 3 or 4 people to deliver a report to determine if the UFO festival should move forward, or how we would like to continue in the future. He would like Rosie, Curtis and ED to be on this committee.
    ii. Barbara stated that this report would be beneficial to take to finance committee.
    iii. Jason suggested Ann from Stellar Coffee being on the committee. ED suggested Nancy with the Miniatures Museum.
    iv. Cisco will have analysis prior to the finance committee and the finalized findings by the September meeting.
b. UFO Festival After Action Report (AAR)
    i. Jason heard a lot of good news in regards to the festival.
    ii. Cisco suggested having a dinner for the board and the volunteers within the AAR meeting
    iii. Allen suggested getting a thank you gift for TJ for opening the streets.
    iv. ED suggested having the people we hire for the sanitation taking down the barricades.
    v. The date is set July 24th @5:30 at the Chamber of Commerce.
    vi. Allen should have the surveys back from the Stakeholder businesses on Friday.

X. Old Business:

a. NM Energy Library – Awaiting response
    i. Letter went our 17th of June. In a week, if we do not get a response, ED will need to make a call to reach out again.
b. Holiday Light Project for December 2025
    i. Cisco suggested passing this on to Mark at Roswell Night Skies. Jason agreed with Cisco. However over further discussion, It was determined that Roswell Night Skies would could not help but instead could help with Volunteers to decorate the lamp posts & sponsor signs.
    ii. Cisco would like to establish another meeting with Wendy to discuss what sponsors we reach out to.
c. Upcoming events: Chile Cheese Festival, Holiday Event
    i. Chile Cheese Festival
        1. ED will seek and apply for grant that can help with several events that we host through the year.
        2. ED had a meeting with John with the Mantanza Fest. They are no longer going to do the Mantanza fest and they will hand over the festival to Main Street. John has already been approved funds for the festival. A decision is needed by Friday.
        Cisco moved to dismiss this project, Allen second this movement.

XI. October 15th-17th - NM Mainstreet will be hosting the NMMS Institute in Alamogordo. Information was forwarded to the board.

XII. Closed Non-Public Executive Session

XIII. Adjourned @ 6:40

UPCOMING CONFERENCES/ TRAININGS:

UPCOMING EVENTS:
Chile Cheese Festival – September 27, 2025 / Holiday Event – December 5-6, 2025
NMMS Institute – October 15-17, 2025 - Alamogordo Main Street
NM MainStreet Conference – February 18 – 20, 2026

Stakeholder MeeIng: 3rd Tuesday of EACH MONTH, 5:30 PM.
July 15th – Tiny Trends, August 12th, Alien Enchantments, September 16th, Ancients of Days, October 21st, CS Designs, November 18th, Degenerate Coffee

First Friday's: First Friday of each month at 9am – Mornings with Mike

DATES TO REMEMBER:

MRS Board meeIngs: 2rd Wednesday of EACH MONTH, 5:30 PM
Next Meeting: August 13, 2025
J.P. White Building, 4th Floor Conference room

NM MainStreet Quarterly Reports:
1st Quarter – April 1st, covering January 1 through March 31st
2nd Quarter – July 1st, covering April 1st through June 30th
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Quarterly reports due no later than the 15th day of the month following the end of each quarter.
City of Roswell Annual Report:
No later than 14 days before MSR's annual presentaNon to the City Council

IMPORTANT CITY MEETINGS:

*We need to be present at any City meeNng when MSR is on the agenda.

Finance Committee MeeIng: 1st Thursday of every month at 2:00pm Conference Room, City Hall.

City Council meeIngs: - 2nd Thursday of EACH MONTH, 6:00pm, Roswell Convention Center.
*Important to have a number of Board members present.

Legal Committee MeeIng: - 4th Thursday of every month at 4:00pm Conference Room, City Hall.

Chaves County Commissioners MeetIng: 3rd Thursday of each month at 9am.

MAINSTREET ROSWELL
BOARD MEETING MINUTES
Wednesday, August 13, 2025, 5:30PM

Attended: Jason, Cisco, Barbra, Julianna, Peggy, Rosie, Kerri

I. Call to order 5:37
II. Established quorum
III. Approval of Minutes – July 16, 2025 (sent via email)
    a. Cisco motioned to approve, Kerri Seconded the motion.
IV. Treasurer's Reports (sent via email)
    a. UFO P & L Statement/ Year to Date through July / July 2025 Monthly
        i. July 25,000 deficit because most of the revenue came in June.
        ii. Year to date profit of 35,238.
        iii. All UFO expenses have been paid, if we have received the invoices.
        iv. We need to ask for the request what we need for the next UFO festival, not give them what we have spent in the past.
        v. Discussion of UFO Financials - Agreed to use GRT report instead of the lodgers tax report for the Finance Committee.
        vi. Peggy stated that we should list Eventenie on our report.
        vii. $878 needs to be moved from Merchandise expenses to Supplies Expense.
        viii. Credit card sales needs to be moved from the main Main Street account, to the UFO Festival Account.
V. Community Projects updates:
    a. CoR Gateway project – July 24th / Barbra met with James McCornack & Mack Rogers
        i. Committee moving forward on 2 benches and kiosks/monolith
            1. Potentially, one will go at Pioneer Plaza and the other will go by UFO museum.
        ii. Awaiting cost for design of the full gateway from James and Mack
    b. Chaves County Cultural Plaza – In Process
        i. Barbra reached out to Alex about to putting a door or gate on the west side to ensure that the bathrooms can be opened or closed with or without access to the cultural plaza.
        ii. Cultural Plaza should be open in either December 2025 or January 2026.
VI. Exec Director's Report
    a. 2026 Lodger Tax Request for UFO Festival 2026
        i. OTC Report due – July 8th / meeting July 22nd
        ii. MSR Special meeting – August 6, 2025
        iii. Finance Committee meeting – August 7th - we have until October 2nd to come up with our finalize report. Then has to go to the City for final approval. Rosie moved to postpone to October 2nd, Cisco seconded the motion.
    b. Request for UFO 2026 funding – Tabled to Finance meeting in Sept or Oct.

i. Report on Budget & projected costs

c. Re-branding project team – next meeting, August 25th
    i. Team members: Cisco, Juliana, Barbara
d. Main Street Master Plan meeting – July 23rd – Steering Committee/ July 29th – Jason King / September 24th at 4pm is the next meeting via zoom.
e. After Burner on Main Street – September 12th & 13th
    i. Possible collaboration with NCAR advertising. Barbra has reached out to Greg to have advertising for the Afterburner. However, he wants to have a donation. Barbra is waiting for a reply from Greg. Depending on how much Greg is wanting MSR to donate, it may be possible to put an add in Roswell Daily Record and through NCAR.
f. Creative Think Tank team - TBD
    i. We need to figure our where we are going before we know how much money we need to request. The goal is to hear from the people from our community and see what we can do to make the UFO festival better.
    ii. Downtown merchant map - Invited Amanda, visitor center to next stakeholder. Possible charge for people to be listed on the map.
        1. TJ stated if we made the map and maintain it, they will print it and pass it out at the visitor center.

VII. New Business

a. Farmer's Market
    i. We have an agreement signed with the county, the Piñata Fest will take place after the Farmer's market. John stated they will be moving the piñata fest to a different location next year.
    ii. We are a holding organization for Farmer's Market, however if you need information or if you have questions, please go to Peggy or Julianna.
b. Chile Festival – September 27th
    i. We are only having it on Saturday this year. We are already having people asking where to sign up and how many vendors do we have as of now.
    ii. Peggy proposed having a fiddle contest in future years.
    iii. Julianna proposed making a budget.
    iv. Kerri proposed to change the date later in the season. Peggy will need to follow up with Buzz Graves to see how late in the season he will roast chiles.
    v. We need to request lodgers tax for additional funding
    vi. Rosie proposed making a strategic plan for the upcoming year. It needs to be put on paper and we need to stick to them.
    vii. Jason stated that a reoccurring theme is Barbra needs an assistant in order to assist with events or grants.
        1. The first thing we need to do is figure out if it is in budget to add an assistant.
        2. Rosie made a motion to use $20,000 from the UFO Festival to move into the general operating funds account and ear mark it as funds for an assistant. Cisco countered with we need to make a budget committee to discuss further some time within the next

month. Rosie motioned to form a committee with Cisco, Rosie, Kerri, and Peggy. Cisco seconded the motion.

c. UFO Way Ahead Committee, notes of July 24th - Cisco
    i. Cisco moved to dissolve this committee because we are already moving forward with ideas.
d. Possible board applications
    i. Two people are interest in joining the board. Maria and Judy are interested in joining the board. Barbra will send the applications out.
    ii. Jason stated that he would like the applicants to submit a resume and/or a bio.
    iii. Cisco made a motion to remove Rodney. Rosie seconded the motion.

VIII. Old Business:

a. NM Energy Library – awaiting response / ED called & sent email
    i. Jason will follow up with Erick
b. Holiday Light Project for December 2025
c. Stake holder meeting
    i. During stake holder meeting, we need to discuss possible themes for Holiday Parade. We will revisit stake holder meeting at a later time. We need to ask suggestions from the stakeholders for what they expect during the meeting.

IX. Closed Non-Public Executive Session

X. Adjourned at 7:49

Submitted by Kerri Hendrix, Secretary

UPCOMING CONFERENCES/ TRAININGS:

UPCOMING EVENTS:
Chile Cheese Festival – September 27, 2025 / Holiday Event – December 5-6, 2025
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First Friday's: First Friday of each month at 9am – Mornings with Mike

DATES TO REMEMBER:

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Next Meeting: September 10, 2025
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Legal Committee Meeting: - 4th Thursday of every month at 4:00pm Conference Room, City Hall.

Chaves County Commissioners Meeting: 3rd Thursday of each month at 9am.

MAINSTREET ROSWELL
BOARD MEETING MINUTES
Wednesday, September 17, 2025, 5:30PM

Attending: Barbra, Kim, Jason, Rosie, Cisco, Kerri, Allen, Peggy

I. Call to order - 5:33
II. Establish quorum - A quorum was established
III. Approval of Minutes – August 13, 2025 (sent via email)
    a. Approved with no changes
IV. Treasurer's Reports (sent via email)
    a. Approved with no changes
    b. Rosie asked a clarification question regarding the Farmer's Market. She will open a new "business" to separate the account on Quickbooks.
        i. Peggy will look into how the Farmer's Market was established.
        ii. Cisco asked Rosie to add to have a P&L statement for the Farmer's Market financials.
V. Community Projects updates:
    a. CoR Gateway/ kiosk project – September 24th at 3pm
        i. Meeting to include TJ & Amanda CoR, Karen & Cat - IUFOM
            1. We should start showing progress, which would be starting with two benches and Kiosks. One will be in front of Pioneer Plaza and the other by UFO Museum park. We are looking for sponsors. Karen and Cat suggested moving the Gateway from Walnut to 1st and they will give us part of the amount needed for the sponsorship.
    b. Chaves County Cultural Plaza – In Process
        i. Cisco asked to have cite visit with Alex.
VI. Exec Director's Report
    a. 2025 UFO Festival Lodgers Tax Report – updated & submitted
    b. Request for UFO 2026 funding – Tabled.
        i. Request a vote on MSR/UFO 2026 festival
        ii. Report on Budget & projected costs / Agreement vs Licensing Agreement
            1. Requests from the City would be easier to have a scope of service for the UFO festival.
            2. Cisco made a motion to continue with the planning of the 2026 UFO Festival. Allen seconded the motion.
        iii. Meeting Sept 22nd at 4pm regarding Agreement requirements
    c. Re-branding project team – next meeting, September 23rd 3pm via Zoom.
    d. Main Street Master Plan meeting – Steering Committee/ Jason King / September 24th at 4pm via Zoom
    e. NMMS Annual Accreditation Dec 3rd, 11am
    f. Part-time employee
        i. Kerri, Cisco, Peggy and Rosie will meet to see if we have money in the budget to support the position.
    g. Office space
        i. Chamber offered an office space for Barbra and an assistant for $300.00 per month.

VII. New Business
    a. Board application – review updated application
        i. Maria, PVP
        ii. Judy
            1. Application - Submit a resume, bio, or professional summary.
            2. Rosie made a motion to send an application to Maria and Judy. Kerri seconded the motion.

VIII. Old Business:
    a. NM Energy Library – awaiting response / ED called & sent email
        i. Still have not heard back from them.
    b. Holiday Light Project for December 2025
    c. After Burner on Main Street update
    d. Creative Think Tank team update

IX. Closed Non-Public Executive Session

X. Adjourned - 6:44

Submitted by Kerri Hendrix

Important Dates

Legal Committee - 10/23/2025 - UFO Festival Agreement
Finance Committee - 11/06/2025 - UFO Festival LT Funding
City Council - 11/13/2025 - Annual Report and UFO Festival Report (Agreement and LT Funding if forwarded from Legal and Finance Committees)

UPCOMING CONFERENCES/ TRAININGS:

UPCOMING EVENTS:
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ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 21.

Finance Committee
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Roswell Hispano Chamber of Commerce

Attachments

Letter of transmittal
Q1 Report
Updated P&L
P&L Adjustments
Business Mastery Flyer

Roswell Hispano Chamber of Commerce

FY Q1 Report Summary

Growth Through Education℠

October 15, 2025

Hon. Robert Corn, Chairman
City of Roswell Finance Committee
425 N. Richardson Ave.
Roswell, NM 88201

Chairman Corn and Members of the Finance Committee:

On behalf of the Roswell Hispano Chamber of Commerce (RHCC), thank you for the opportunity to report on our first-quarter activities and outcomes.

The RHCC continues to execute a deliberate growth cycle—education drives membership, membership builds a dependable volunteer corps, and volunteers enable higher-quality, higher-yield fundraising events.

This quarter centered on two priorities: (1) delivering accessible education for businesses and community members, and (2) preparing and executing the 38th Annual PiñataFest under the New Mexico True brand after last year's hiatus.

Highlighted in this report are:

- **PiñataFest and Roswell Air Races — Q1 focus, execution, and reach**
- **Educational opportunities (open to members and non-members)**
- **Changes in the Composition of the Board of Directors**
- **Professional Leadership Opportunities**

We appreciate the City's continued partnership, oversight and support. We look forward to the opportunity to present the quarterly report in detail, including attendance data, vendor counts, and program curricula, and to answer any questions the Committee may have.

Respectfully submitted,

John E. Erard
Interim President
Roswell Hispano Chamber of Commerce
john.erard@gmail.com
(847) 636-0931

Roswell Hispano Chamber of Commerce

RHCC FY 2025-2026 Q1 Report

Growth Through Education℠

Q1 Focus, Execution, and Outcomes — PiñataFest and Roswell Air Races

Primary focus. In the first quarter of this fiscal year 2025-2026, our primary organizational focus was preparing and making arrangements for the 38th Annual PiñataFest and tying the event into the Roswell Air Races schedule and offerings.

This year also marked our first time hosting under the ***New Mexico True*** brand, which required elevated standards for planning, branding, and on-site execution. Also, we also did not hold PiñataFest last year, so we faced a catch-up cycle and—given a new board and volunteer corps—a steep learning curve that involved building processes and "reinventing the wheel" in several areas.

Why this mattered. Beyond delivering a high-quality community event, preparation centered on:

- **Membership development:** creating and prioritizing a prospect list from attendees, sponsors, and vendors.
- **Volunteer pipeline:** recruiting and organizing a volunteer roster to support this and future programs.
- **Brand standards:** ensuring the event met ***New Mexico True*** expectations to protect and grow tourism partnerships.

Results:

- Of the 198 on site surveys taken, which does include some members, we added 84 non-member prospects to our pipeline. This does not include the RARA attendees that are from out of town.
- Our Executive Director is following up with these prospects to triage and convert them into members, leadership positions, and/or volunteers.

Cross-Promotion & Outreach. Leading up to the festival we executed a targeted outreach plan:

- As a result of conversations with **Greg Gibson,** Marketing and Business Development, Scholarship Coordinator, Reno Air Racing Association, the RHCC engaged in a cross-promotion campaign of the PiñataFest and the **Roswell Air Races**.
- The Hispano Chamber executed a coordinated, integrated campaign—approximately 1,400 targeted emails and 2,000 voice mails to segmented lists (members, lapsed members, and community)—cross-promoting PiñataFest with the Roswell Air Races, explicitly encouraging attendance at the Air Races and inviting recipients to extend their plans to include PiñataFest as a complementary, same-weekend attraction.

Attendance & visitor mix.

- Based on a 198 attendee on-site survey, plus vendor activity, and venue capacity, we estimate ~2,000–2,500 attendees.
- Although attendance was below our expectations, given that it was a "come-back" year we were pleased with the result and the execution.
- Other factors contributed to a "truncated" event which will not be in play next year.
- Approximately **25%** of attendees were **visitors from outside Roswell**, highlighting both local impact and regional draw.

Vendors & tourism support.

- With promotional support from the NM Department of Tourism (TEGS), we drew ~12 out-of-town vendors.
- We hosted 26 local vendors, providing small-business exposure and direct sales opportunities.

Result. The event executed smoothly under the *New Mexico True* banner, re-established PiñataFest after a gap year, expanded our membership prospect and volunteer pipelines, and demonstrated measurable regional reach (≈25% visitors) alongside strong local participation. These foundations position us for improved sponsorships, vendor retention, and operational efficiency in subsequent quarters.

Educational Opportunities Provided to Members and Non-Members.

During the quarter, the Roswell Hispano Chamber of Commerce advanced two major educational initiatives open to both members and non-members.

First, we completed the plans and curricula for our "Business Mastery" lecture series, a nine-part program of nine (9) two-hour workshops to be delivered by Scott Bucher, Director of the Small Business Development Center at ENMU-Roswell. The series is designed to strengthen small-business fundamentals and entrepreneurial capacity in Roswell and Chaves County. Both offerings were designed for broad access and promoted to the wider community, ensuring non-members could participate alongside Chamber members.

We are working to partner with local banks (small business) in this effort to widen our footprint.

Second, in partnership with ENMU-Roswell we scheduled a mill levy educational presentation at Cerritos Restaurant on October 9, 2025 (6:00 PM) to provide neutral, fact-based information to the public about

the ENMU-R mill levy measure and its implications for local workforce and training capacity. The educational session was well attended with ~73 attendees.

We will report on this in our 2nd Quarter report.

- **"Business Mastery" Lecture Series (Curricula Completed)**
    - **Format:** 9 workshops, 2 hours each (total 18 instructional hours).
    - **Presenter:** Scott Bucher, Director, Small Business Development Center (SBDC), ENMU-Roswell.
    - **Goal:** Build small-business capacity in core areas (planning, finance, marketing, operations, compliance, and growth readiness).
    - **Audience:** Open to RSVP's only; promoted county-wide.
- **ENMU-R Mill Levy Educational Presentation**
    - **Date/Time/Place: October 9, 2025, 6:00 PM, Cerritos Restaurant**
    - **Purpose:** Provide a neutral, fact-based overview of the ENMU-Roswell mill levy initiative, including how funds would support local training and workforce pipelines.
    - **Audience:** Open to members and non-members; promoted county-wide.

Board of Director Changes

- We continue to add and upgrade our Board of Directors. We require directors that are committed to our mission and vision and are willing to roll their sleeves up and go to work.
    - With mutual reluctance, we acknowledge the resignation of Col. David West, Chief of Staff at NMMI, whose steady leadership over the past year helped set the organization on the right course.
    - New board members include:
        - Rolando Mendoza, Owner, Agape Health Care
        - Hope Morales, New Mexico Executive Director Teach+Plus
        - Andy Hernandez, Owner, Entertainment Company
        - Francisco Gonzalez, Owner, Chero's Boots
        - Isaiah Baldonado, Social Development Director at the Roswell Job Corps Center.

Professional Leadership Opportunities

- Following discussion and evaluation, the aforementioned board members were invited to assume the following roles, which they accepted:
    - Rolando Mendoza – Education Chair
    - Hope Morales – Board Secretary
    - Andy Hernandez – Event and Entertainment Chair
    - Francisco Gonzalez – Social Media Chair
    - Isaiah Baldonado – Volunteer Chair

End Q1 Quarterly Report

ROSWELL HISPANO CHAMBER OF COMMERCE
Profit & Loss (1)
January through September 2025

	Jan - Sep 25
Ordinary Income/Expense	
Income	
Matanza Event Income	6,100.00
Program Income	
Membership Dues	12,430.00
Total Program Income	12,430.00
Indirect Public Support	
City of Roswell	42,500.00
Total Indirect Public Support	42,500.00
Pinata Fest Revenue	6,050.00
Total Income	67,080.00
Expense	
Licenses & Permits	35.00
Contract Services	
Commissions	3,745.00
Accounting Fees	500.00
Outside Contract Services	18,332.40
Total Contract Services	22,577.40
Facilities and Equipment	
Equip Rental and Maintenance	552.25
Rent Bldg	4,500.00
Total Facilities and Equipment	5,052.25
Operations	
Advertising	4,590.88
Bank Service Charges	205.00
Bank Fees	2.22
Computer Internet and Website	199.19
Conference, Convention, Meeting	1,055.00
Director Fees	1,350.00
Insurance - General Liability	408.00
Office Expense	1,534.80
Payroll Expenses	27,001.00
Payroll Taxes	2,192.67
Postage, Mailing Service	14.60
Printing and Copying	92.69
Operations - Other	-200.00
Total Operations	38,446.05
Other Types of Expenses	
Cinco de Mayo related expenses	7,360.00
Pinatafest Expense	18,558.97
Total Other Types of Expenses	25,918.97
Total Expense	92,029.67
Net Ordinary Income	-24,949.67
Net Income	**-24,949.67**

(1) See Adjustments to Profit & Loss

Roswell Hispano Chamber of Commerce

Adjustments to Profit & Loss

Growth Through Education℠

Jan–Sep 2025 vs Jan–Sep 2024 (Cash Basis)

Summary change (adds to Income)

- Added two new income lines not included on P&L:
  - $5,000 City of Roswell Sponsorship and $5,000 City of Roswell Lodgers Tax (total +$10,000).
  - $3,500 Anderson Bethany Sponsorship
- Total Income: $67,080.00 → $80,580.00 (improves by $13,500).
- Net Income: $-28,449.67 → $-14,949.67 (improves by $13,500).

Base-ops impact (excluding event revenues/costs)

- Base income: $54,930 → $68,430.
- Base deficit: $(-11,181) → $2,349.

Events

- City funds allocated to Income.

THE BUSINESS MASTERY "LEVEL UP" MONTHLY LECTURE SERIES

What would an EXTRA $1M look like when you sell ? Your Exit Strategy is Crucial?

SATURDAY, NOV. 8!!!

THE INSIDE TRACK- IMMEDIATELY IMPLEMENTABLE!

THE BRICKS, THE MORTAR, THE BLUEPRINT!!

'EXPLODE YOUR PIPELINE- NAIL IT; THEN SCALE IT!'

9:00AM TO 11:00 MST

LIVE VIRTUAL 2 HOUR WEBINAR VIA ZOOM

EXIT-STRATEGY EXPERTS

Just $99.00 - Clients, Members, Guests FREE!

Zia Risk Management

- Business Technology Interface and Integration
- Legal & Regulatory Essentials
- Foundations of Financial Mastery
- Advanced Client Acquisition- Marketing & Sales
- Fulfillment, Service, & Retention (WOW Systems
- Advanced Financial Management
- HRM Systems and Process
- Planning & Execution Excellence- FOCUS!
- Growing and Scaling Your Business
- Capstone Discussion $ Strategy Workshop



PRESENTING....

SCOTT BUCHER MA,CTR
DIR 575-624-7131
C 575-420-3926

AMERICA'S SBDC NEW MEXICO

Former UNM football standout turned entrepreneurial strategist, Scott has lived a career of disciplined evolution. After years of promoting sales mastery for Tom Hopkins in the late '80s, he dove into the world of financial services in 1992 not as a clock-puncher, but as a high-performing, self-made agency builder.

"I'm a passionate entrepreneur and business owner with a specialty in Risk Mgt, Asset Mgt, and Business Development . I have built success in my life through perseverance, purpose, and people. I'm the proud parent of five beautiful children the oldest of which is 'special needs'- raising 3 girls and 2 boys was one of the most profound influences in my life. Their journey became a powerful motivator and driving force behind my own- fueling my commitment to creating opportunities, staying resilient through challenges, and building a legacy that matters."

Request one on one appointment
www.nmsbdc.org/counseling

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 22.

Finance Committee
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Roswell Chaves-County Economic Development Corporation

Attachments

Q1 Report TLS

ROSWELL-CHAVES COUNTY
ECONOMIC DEVELOPMENT CORPORATION

October 6, 2025

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

Dear Ms. Conyers,

Attached is our 1st quarter, FY26 report and invoice as per contract of economic development services. Included also is the report, a copy of the most current Profit and Loss Statement and the quarterly invoice.

Please advise if you have any questions. Thank you!

Sincerely,

Michael Espiritu, MEDP, IOM, STS
President and CEO

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

cc: Chad Cole, City Manager

City of Roswell
Economic Development Report
Roswell-Chaves County Economic Development Corporation
July-September 2025

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

   A. The inaugural National Championship Air Races (NCAR) was held here in Roswell, New Mexico September 10-14, 2025. An extremely successful event with tremendous positive feedback and appreciation from racers, RARA, and fans. This could not have been possible without the support from the City's Airport staff, the entire City Staff to include our elected officials and Mayor. During the event, we had the state's Lieutenant Governor Howie Morales, Cabinet Secretary Rob Black, Economic Development, Secretary Lancing Adams, Tourism, Secretary Jason Bowie, Public Safety. We had many elected officials from across the region and state and numerous other governmental agencies in attendance. It was an absolute success, but with some very solvable items for next year's event.
   B. Project Quentin, a new aircraft museum project, is in progress outside the Air Center with a private company. The project is fully funded, and engineering is currently underway. Project is still underway.
   C. Project Horizon (Amazon) is a new project for a regional distribution center. The land we had selected (city property), on the corner of Sunset and Monksdale Streets were selected and approved for sale by the City Council for a new build, which was also the same property we completed Phase I Environmental, Archaeological, and Geo-technical studies to become a certified site. This is the new location for an Amazon "Last mile" delivery center. City's Legal Committee approved land sale, with the City Council approving a Public Hearing and final approval at their July 2025 meeting. Amazon will be in attendance for a presentation. Construction began in August with plans for completion in early Spring 2026. About 70-100 employees are projected with a capital investment of about $10 million.
   D. Project Hail, a manufacturing company, is moving forward to begin a large, advanced manufacturing center which could result in 800-2,000 new jobs. Land has been identified (rail-served) and is under negotiation. The NM Economic Department has been assisting with LEDA and JTIP applications. The company is also seeking to partner with Project Stream principles for new hangar development at the Roswell Air Center for two other aviation projects, which will create many more additional jobs. The Mayor and the EDC traveled to Taiwan to meet the company executives and other supporting manufacturing companies in August. A successful trip with Taiwan companies planning a trip here to Roswell in October. This project is moving forward and will create over 1,000 new jobs and considerable capital investment.
   E. Project Show, a tourism and community development project has been in progress to consider the renovation of the former amphitheater owned by the New Mexico Military Institute. A committee has been formed, due diligence is in work, funding is being secured with cost estimates. We are still pursuing potential grant opportunities to fund this project.
   F. Project Stream, an investment company for new hangar development. For the past several years, we have been working with this company to fund and develop new hangars. They are working towards a new MRO hangar.
   G. Roswell Information Park project is a data center campus project that is being explored. It has the potential to create significant capital investment in construction and the potential to create many new high wage jobs. The state's Economic Development Cabinet Secretary is directly involved in supporting this project for the Governor's office.
   H. Project HD Heroes is a new project of a large-scale construction equipment company. A site visit was held in July for potential properties. Two site visits were hosted, and the company selected a site near the Amazon project on Monksdale Road, south of Brasher and east of Sunset. They performed their due diligence for a 10-acre parcel of Roswell city owned land and is seeking a lease/purchase agreement with the city. The company is a Missouri-based company with nearly 300 locations across

the country and are expanding into New Mexico. Their average wage for their first 20 employees is about $72,000 annually.

I. Project Bottle is a company from Lubbock, Texas who is seeking a new location for manufacturing their products. We have provided site opportunities for them and are awaiting a LEDA application so a complete incentives analysis can be performed.

J. Project Bean is a new manufacturing project with an existing company's presence in Roswell. They intend to acquire products for their business with wholesale sales and are eligible for LEDA and JTIP incentives. A call was held with the JTIP Program Director which confirmed this potential incentive for the new jobs to be created.

2. Educational opportunities provided for members and non-members
   A. We are working with the New Mexico state Chamber of Commerce on a program called Be Pro, Be Proud(BP BP), encompassing Chaves County-wide high school seniors and select juniors. The program, set for November 13, 2025, will be a type of vocational job fair with local employers. We are also hosting an employer workshop in preparation to coach employers of the various programs and tools they can use at the BPBP event. We are also linking employers to participate in this event, projected to be at the University High School with about 200 students currently registered for the event.
   B. We are sponsoring and participating in the new ZAG Youth Entrepreneurship Fair, planned for October 25, 2025, from 10 am to 2 pm, at Eastern New Mexico Medical Center. This event will help guide about 20 local, talented youth entrepreneurs with tools, tips, and ideas to help bring their visions to success. Participants will provide presentations and showcase/sell their own products and services from handcrafted goods and games to creative garden décor and more.
   C. We participated in assisting 2 local entrepreneurs with potential small business formations here. We reviewed business plans, financial information, and other business documents, providing advice and support. We linked them to city and state resources for their potential projects.
   D. I presented to a community group at ENMU-R concerning the upcoming election and proposed Mil Levy Bond which if passed by voter, will help fund vital programs at our university.

3. Profit and Loss Actuals vs Budget Financial Report as attached.

4. Job Creation:
   A. We continue to advocate and testify to the state's Jobs Training Incentive Program (JTIP) Board of Directors for training reimbursement funds in support of new jobs and incumbent worker training. Currently we are working with owners of Projects Hail, Bean, RIP, and USA Beef with new applications.
   B. We advocated and saw the approval of a JTIP request from BiltWise Structures for 100 new jobs to the state commission. They were awarded their full request of $974,802.00, with jobs having an average wage of $20.53/hour with a full range of employee benefits including medical and dental, holidays and vacation paid time off.

5. Business Retention Report
   A. Sixty local businesses were contacted and assisted through our Business Retention and Expansion (BRE) program during this period. See attached.

6. Real Estate Property:
   A. Applied for and awarded a state economic development grant for future site development in FY2026. Plans call for parcel identification, Phase I Environmental Assessment, Geotechnical studies, archeological and other studies to prepare a site to "shovel-ready" status. Grant was recently approved and awarded by the state for next fiscal year. We will be coordinating with the City's Community Development office to select potential sites.
   B. All key listings of commercial/industrial property and buildings are updated at https://www.chavescounty.net/real-estate
   C. We have been actively seeking real estate locations for potential new projects, both retail and commercial/industrial.

7. New and changed programming.
   A. Our Board of Directors has approved Retail Strategies to support new retail companies in Roswell in preparation for the projected population growth because of the National Championship Air Races. Chaves County Board of Commissioners also proved 1/3 of the funding to support these actions. Several new retail establishments are underway, and others are targeted for soon for development. We met with the company after their recent attendance at the International Council of Shopping Centers, the largest retail trade show in the country. They have identified several opportunities and are following up with additional information. Predominately restaurants and shopping businesses. The EDC budgeted for the full amount this fiscal year to continue keeping retail interests moving forward.
   B. In coordination with the Boeing Corporation and the Roswell Air Center, we assisted with tours of test aircraft here with about 60 students from our public schools. Students were able to tour the aircraft and speak with aerospace test engineers.

9. Promotional campaigns
   A. Hosted the annual "Best of Chaves County" business Gala, honoring the outstanding large and small businesses of the year (Eastern New Mexico Medical Center-large and Beehive Homes-small), and the Community Service award to the Community Kitchen. We also honored the best 30 small businesses in the county with special presentations. See our annual report detailing the award winners.
   B. The Roswell Air Center remains our top focus for opportunity where our advertising efforts support new opportunities.
   C. Contracted advertising for Roswell during this period: the Livability magazine project for 2025 has been completed, with the 2026 project in planning stages.
   D. See attached social media and website analytics.
   E. Attended the Fall Forum of the Site Selector's Guild.
   F. Attended the annual US Air Force meeting and expo.

10. Cooperative efforts with area organizations:

   A. I met with senior leadership of Plateau Telecommunications in Clovis, and toured their facilities and discussed projects moving forward to support them.
   B. Meet with local businesses including NewMex Plastics and toured their manufacturing area. Also, Meet with Dean Baldwin Aircraft Painting General Manger about plant operations and potential growth here in Roswell. Meet with Wagner Cat of Carlsbad who may seek an expansion into Roswell in the future.
   C. I attended a meeting with Spaceport America and visited about potential joint opportunities.
   D. Attended several events and gave presentations about economic development and the National Championship Air Races. Audiences include: The New Mexico Republican Women and the Ruidoso Rotary Club.
   E. I spoke at the Holloman AFB Senior NCO Induction Ceremony as their keynote speaker and also had an office call with their Wing Commander and senior leaders about Holloman's current missions. (I was afforded the opportunity to once again wear my USAF uniform for the events!)
   F. I attended the New Mexico Military Institute Breakfast for the Eastern New Mexico State Fair Board and leadership, and well as receptions for the Southeast New Mexico Burrell College physician students, and the social for Eastern New Mexico Medical Center senior staff and physicians event.
   G. RCCEDC President & CEO Mike Espiritu serves as the Vice Chairman of the Roswell Airport Advisory Commission.
   H. The entire staff attended the state's Governor's Economic Development Conference.
   I. Attended the NMIDEA monthly Board of Director's meeting, representing this region.
   J. Attended the monthly Chaves County Commission meetings and Roswell City Council meetings.
   K. We regularly attend city council, county commission, and other committee and ad hoc meetings in support of the numerous programs impacting our economic and community development.
   L. Eastern New Mexico Medical Center Board of Trustees meetings.
   M. Eastern Area Workforce Development Board of Directors and Youth Committee meetings.

Roswell-Chaves County EDC
FY 2026 First Quarter Report to City of Roswell

Golden Shovel Agency (GSA) (Based on April 1, 2025-June 30, 2025. This is the latest data given to us by GSA. We will not receive the July 1, 2025-September 30, 2025, report until the second week in October).

- Total users 2,663
- New users 2,608
- Sessions 3,303
- Sessions per user 1.25
- Engagement rate 54.44%
- Website views 5,595
- Engaged sessions 1,765
- Highest traffic days for website views are on Thursdays, with Mondays being a close second. Tuesdays and Thursdays are quite equal, with Wednesdays being the lowest traffic days for weekdays. Weekends are even lower than the weekday views.
- Device category (devices users are viewing our website from)

Device	Total users
Desktop	1,398 (52.5%)
Mobile	1.235 (46.4%)
Smart tv	2
Tablet	28

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

Country	Total users
United States	2,218
Ireland	40
Canada	30
China	18
India	17
Germany	16
Netherlands	14
Philippines	10
Japan	7
Pakistan	7

- Audience overview

Page title	Total users	Views
RCCEDC Homepage	1,192	1,654
RARA- in Roswell and Chaves County	411	908

RCCEDC Staff	141	195
Imap by Economic Gateway	139	263
Annual Events in Roswell-Chaves County	137	170
Roswell-Chaves County News	95	132
Contact RCCEDC	94	129
RCCEDC Services	74	111
About RCCEDC	74	83
Roswell-Chaves County Cost of Living	72	84

- Acquisition Sources

User source	Total users
Google	1,003
(direct)	908
Wake-upnetwork.com	226
Roswell-nm.gov	177
Bing	124
Yahoo!	38
m.facebook.com	34
Duckduckgo	28
Facebook.com	25
url2.mailanyone.net	10

- Higher Traffic States (globally)

Region	Total users
New Mexico	571
California	374
Arizona	329
Texas	217
Colorado	108
Ohio	72
Washington	41
Iowa	34
Utah	33
Florida	30

- Higher Traffic Cities (globally)

City	Total users

Phoenix	261
Roswell	255
Santa Clara	226
Albuquerque	126
Columbus	69
Dallas	61
Clovis	49
Englewood	40
Los Angeles	39
San Jose	35

- Traffic Type

Sessions default	Total users
Organic search	1,216
Direct	894
Referral	484
Organic social	83
Paid Social	4

Facebook analytics (July 1, 2025-September 28, 2025)

- 325,813 Views, +712% from previous 90 days
- 5,423 Interactions, +648% from previous 90 days
- 3,154 Total followers, +11% from previous 90 days
- 69% of users are women, 31% are men
- United States is the leader in top location of users (100.8%)
- Most active times are Thursday's and Tuesday's (Thursday has highest traffic)
- Most users are looking at photo posts (37.6%), "other" (28.1%), and links (21.8%)

LinkedIn analytics (Last 90 days)

- 1,143 followers, +16 new followers from previous 90 days
- 67 profile viewers in the past 90 days
- 14 search appearances, all appearances 97
- Top demographics that have viewed LinkedIn page: Presidents (8.4%), Owner (5.1%), Chief Executive Officer (4.7%), Founder (2.3%), and Economic Developer (1.6%)
- Views from the following locations: Albuquerque-Santa Fe Metro Area (19.2%), Alamogordo (10.7%), El Paso Metro Area (7.8%), Roswell (5.4%), and Dallas-Fort Worth Metro Area (4.7%)

- Views from types of industry: Government Administration (9.1%), Non-profit Organizations (6.9%), Business Consulting and Services (6.4%), Real Estate (5.1 %), and Hospitals/Healthcare (3.3%)

Instagram analytics (July 1, 2025-September 30, 2025)

- 636 total followers
- 3,590 views. Of the views, 47.3% are followers of the RCCEDC Instagram page and 52.7% and non-followers.
- Accounts reached 244
- 42 new interactions, of which 76.2% are followers and 23.8% are non-followers
- Accounts engaged, 32
- Most active times are on Mondays, and most views occur around 6:00 am.

X analytics (July 1, 2025-September 30, 2025)

- 314 followers, 20 are verified
- 332 impressions
- 12.0% engagement rate, which is up 18%
- 43 engagements
- 7 new likes

(Kristen Chappell's BRE's) 07/01/2025	Leprino Foods	Dillon Newton
07/02/2025	Fulkerson Services	Ada Sandoval
07/12/2025	Bottomless State Park	Kari Richards
07/09/2025	Target Stores	Melissa Kormer
07/09/2-25	BAM! Domino's Pizza	Krystle Ybarra
07/15/2025	Holsom Inc.	Allyson McClain
07/15/2025	Chaves County Livestock & Farm Bureau	Melinda Jackson
07/21/2025	7 Brew Coffee	Kyle Lair
07/22/2025	HotWorx	Gabriella
07/30/2025	State Farm Insurance	Michael McKee

(Kim Perry's BRE's) *Date of visit was not specified.	Fuego Sagrado, LLC	Stephen Vickers
	Historical Society for SENM	Amy McVay-Tellez
	Stokes Wealth Management	Brian Stokes
	Wilcox Realty	Jen Wilcox
	Yates Energy Corporation	Fred Yates
	Degenerate Coffee	Tanner Marker
	HD Heroes	Bobby Cox
	Kassis Unlimited	Nadeem Kassis
	McMillan Investments	Bonnie Brainerd
	Kassis Companies	Jack Kassis

(Kristen Chappell's BRE's) 08/01/2025	Payroll Vault	Betty Tuttle
08/01/2025	Sara's Mediterranean Grill	Sal Mohammed
08/04/2025	Guru Hospitality, Quality Inn & Suites	Kabir Bhakta
08/06/2025	Wagner Equipment Co.	Connie Tarin
08/06/2025	JP Stone Community Bank	Richard Bradfute
08/14/2025	Champion Motorsports of New Mexico	Megan White
08/14/2025	Steel Depot/Roswell Recycling	Eric Norris

08/18/2025	Allision's Home Supply House	Jennifer Allison
08/21/2025	Spring River Apartments-Shelton Cook, LLC	Melissa Uriaz
08/26/2025	Highgate Hotels (Marriott Properties)-Fairfield Inn & Suites, TownPlace Suites	Evelyn Moreno

(Jessica Martinez's BRE's) 8/5/2025	Hangar 209	Dominik Batista
8/12/2025	Cattle Baron Company	Doug Wieser
8/13/2025	Valley Café	Anthony Noble
8/13/2025	Hop In Café	"Big" Mike
8/14/2025	Peter Piper Pizza	Daniel Sedillo
8/14/2025	Taqueria Jalisco	Lupe
8/21/2025	Smith Paint Company	Jimmy Aragon
8/22/2025	Hunan Restaurant	Sien (Kathy) Lai
8/24/2025	Redden Plumbing	Hannah McPherson
8/25/2025	Farm Bureau Financial	Darren Kuhn
8/25/2025	Krumland Auto Group	Staci Vandewart

(Kristen Chappell's BRE's) 09/01/2025	Krumland Auto Group	Staci Vandewart
09/02/2025	Farm Bureau Financial Services	Darren Kuhn
09/08/2025	Agape Home Care LLC	Rolando Mendoza
09/08/2025	WaFd Bank	Oscar Armendariz
09/09/2025	New York Life	Damon Graham
09/09/2025	Jason Allison Construction (JAC)	Jason Allison
09/10/2025	Home Innovation Remodeling	Gabriel Moreno Sosa
09/17/2025	Area 52	Pat Loranca
09/18/2025	Phocus Financial	Karen Fulkerson
09/22/2025	La Quinta-Roswell	Kendra Harbour

(Jessica Martinez's BRE's) 09/02/2025	Stellar Coffee Co.	Anne Baker

09/08/2025	Black Cock Brewery	CV Harris
09/08/2025	Days Inn	Steven Rudnitsky
09/16/2025	Interstate Battery	Phil Davis
09/16/2025	HotWorx	Gabriella DeSilva
09/17/2025	Dara Dana (Commissioner Dana is a member of RCCEDC)	Dara Dana
09/26/2025	Kassis Unlimited Co.	Nadeem Kassis
09/20/2025	American AgCredit	Jeremy Kohler
09/30/2025	Sheep Street Silver LLC	Ravae Leonard
09/30/2025	Urban Cowgirl	Candace Purcella

ROSWELL- CHAVES COUNTY EDC

FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION AND
ACCOUNTANT'S COMPILATION REPORT

AUGUST 31, 2025

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

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

ACCOUNTANT'S COMPILATION REPORT

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

Management is responsible for the accompanying financial statements of **ROSWELL- CHAVES COUNTY EDC** (a nonprofit organization)which comprise the statement of financial position- income tax basis as of August 31, 2025, and the related statements of activities - income tax basis for the month ending August 31, 2025 and the two months then ended, and for determining that the tax basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

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

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

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

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

May, Taylor & Company (P.C.)
September 14, 2025
Roswell, NM 88203-4544

ROSWELL- CHAVES COUNTY EDC
Statement of Financial Position
Income Tax Basis
As of August 31, 2025 and July 31, 2025

Assets

	August 31, 2025	July 31, 2025
Current Assets		
CASH IN BANK - PIONEER #2795	$ 71,202.43	$ 112,265.69
FIRST AMERICAN - SAVINGS #4520	21,567.49	21,563.83
PIONEER MONEY MARKET ACCOUNT #2643	447,463.17	446,310.71
A/R - CITY OF ROSWELL	33,333.30	16,666.63
A/R - CHAVES COUNTY	33,340.30	16,673.63
Total Current Assets	606,906.69	613,480.49
Property and Equipment		
EQUIPMENT	2,407.42	2,407.42
Net Property and Equipment	2,407.42	2,407.42
Non Current Assets		
FIRST AMERICAN BANK - INVESTMENT FUND #R002500	442,597.14	442,597.14
UNREALIZED GAIN LOSS ON INVESTMENT	21,558.16	21,558.16
Total Non Current Assets	464,155.30	464,155.30
Total Assets	$ 1,073,469.41	$ 1,080,043.21

ROSWELL- CHAVES COUNTY EDC
Statement of Financial Position
Income Tax Basis
As of August 31, 2025 and July 31, 2025

Liabilities and Net Assets

	August 31, 2025	July 31, 2025
Current Liabilities		
A/P - EMPLOYEES	$ 12,359.32	$ 12,359.32
A/P - VENDORS	17,230.00	17,230.00
CARDMEMBER SERVICE- CHASE INK CARD	0.00	(273.74)
FICA PAYABLE	1,374.66	1,648.46
MEDICARE PAYABLE	321.48	385.54
FEDERAL WITHHOLDING PAYABLE	793.53	889.36
STATE WITHHOLDING PAYABLE	634.32	736.24
SIMPLE IRA PAYABLE	2,709.87	2,709.87
SUTA PAYABLE	59.36	44.32
Total Current Liabilities	35,482.54	35,729.37
Long-Term Liabilities		
DEFERRED REVENUE NM GRANT	40,000.00	40,000.00
Total Long-Term Liabilities	40,000.00	40,000.00
Total Liabilities	75,482.54	75,729.37
Net Assets		
Net Assets Without Donor Restrictions	562,109.44	562,109.44
Net Assets with Temporary Donor Restrictions	375,171.39	375,171.39
Other Equity	5,750.00	5,750.00
Current Earnings	54,956.04	61,283.01
Total Net Assets	997,986.87	1,004,313.84
Total Liabilities and Net Assets	$ 1,073,469.41	$ 1,080,043.21

See Accountants' Compilation Report

ROSWELL- CHAVES COUNTY EDC
Statement of Activities
Income Tax Basis
For the One Month and 2 Months Ended August 31, 2025

	CURRENT MONTH		YEAR TO DATE	
	Amount	Percent	Amount	Percent
Sales				
CITY OF ROSWELL	$ 16,666.67	33.90 %	$ 33,333.30	23.55 %
CHAVES COUNTY	16,666.67	33.90	33,333.30	23.55
MEMBERSHIP DUES	12,030.00	24.47	62,357.50	44.05
SPECIAL EVENT	3,800.00	7.73	12,531.50	8.85
Total Sales	49,163.34	100.00	141,555.60	100.00
Gross Profit	49,163.34	100.00	141,555.60	100.00
Operating Expenses				
ADVERTISING	9,000.00	18.31	9,000.00	6.36
BOARD/MEMBERSHIP & ANNUAL MEETINGS	10,078.67	20.50	10,092.84	7.13
BANK CHARGES	274.93	0.56	274.93	0.19
CONTRACT SERVICES	1,365.39	2.78	3,104.61	2.19
BUSINESS RECRUITMENT	9,712.88	19.76	9,712.88	6.86
ENTERTAINMENT/MEALS	50.07	0.10	82.02	0.06
DUES & SUBSCRIPTIONS	125.00	0.25	125.00	0.09
EDUCATIONAL EXPENSE	0.00	0.00	480.00	0.34
MILEAGE	251.72	0.51	1,024.38	0.72
OFFICE EXPENSE	157.85	0.32	162.70	0.11
POSTAGE	12.14	0.02	31.04	0.02
PAYROLL TAXES	1,711.16	3.48	3,806.69	2.69
RETIREMENT(SIMPLE IRA)	535.14	1.09	1,070.28	0.76
WAGES	22,171.60	45.10	48,759.88	34.45
SPECIAL EVENT EXPENSE	1,942.92	3.95	1,942.92	1.37
Total Operating Expenses	57,389.47	116.73	89,670.17	63.35
Operating Income (Loss)	(8,226.13)	(16.73)	51,885.43	36.65
Other Income (Expenses)				
OTHER INCOME	743.04	1.51	743.04	0.52
INTEREST	1,156.12	2.35	2,327.57	1.64
Total Other Income (Expenses)	1,899.16	3.86	3,070.61	2.17
Net Income (Loss) Before Taxes	(6,326.97)	(12.87)	54,956.04	38.82
Net Income (Loss)	$ (6,326.97)	(12.87)%	$ 54,956.04	38.82 %

See Accountants' Compilation Report

SUPPLEMENTARY INFORMATION

ROSWELL- CHAVES COUNTY EDC
Statement of Activities - Budget to Actual
Income Tax Basis
For the One Month and 2 Months Ended August 31, 2025

	CURRENT MONTH			YEAR TO DATE			ANNUAL	
	Actual	Budget	Variance	Actual	Budget	Variance	Budget	Variance
Revenue								
CITY OF ROSWELL	$ 16,666.67	$ 16,666.67	$ 0.00	$ 33,333.30	$ 33,333.30	$ 0.00	$ 200,000.00	$ 166,666.70
CHAVES COUNTY	16,666.67	16,666.67	0.00	33,333.30	33,333.30	0.00	200,000.00	166,666.70
MEMBERSHIP DUES	12,030.00	12,500.00	(470.00)	62,357.50	25,000.00	37,357.50	150,000.00	87,642.50
SPECIAL EVENT	3,800.00	41.67	3,758.33	12,531.50	83.30	12,448.20	500.00	(12,031.50)
CERTIFIED EDO GRANT (NMEDD)	0.00	3,333.33	(3,333.33)	0.00	6,666.70	(6,666.70)	40,000.00	40,000.00
LEADS SITE PREPARDNESS GRANT (NMEDD)	0.00	2,083.33	(2,083.33)	0.00	4,166.70	(4,166.70)	25,000.00	25,000.00
LEGISLATIVE DINNER	0.00	166.67	(166.67)	0.00	333.30	(333.30)	2,000.00	2,000.00
RENTAL INCOME	0.00	150.00	(150.00)	0.00	300.00	(300.00)	1,800.00	1,800.00
Total Sales	49,163.34	51,608.34	(2,445.00)	141,555.60	103,216.60	38,339.00	619,300.00	477,744.40
Gross Profit	49,163.34	51,608.34	(2,445.00)	141,555.60	103,216.60	38,339.00	619,300.00	477,744.40
Operating Expenses								
WAGES - BONUS	0.00	666.67	(666.67)	0.00	1,333.30	(1,333.30)	8,000.00	(8,000.00)
MISCELLANEOUS EXPENSE	0.00	51.25	(51.25)	0.00	102.50	(102.50)	615.00	(615.00)
ADVERTISING	9,000.00	3,000.00	6,000.00	9,000.00	6,000.00	3,000.00	36,000.00	(27,000.00)
BOARD/MEMBERSHIP & ANNUAL MEETINGS	10,078.67	1,791.67	8,287.00	10,092.84	3,583.30	6,509.54	21,500.00	(11,407.16)
AUDIT	0.00	766.67	(766.67)	0.00	1,533.30	(1,533.30)	9,200.00	(9,200.00)
BANK CHARGES	274.93	125.00	149.93	274.93	250.00	24.93	1,500.00	(1,225.07)
CONTRACT SERVICES	1,365.39	2,130.42	(765.03)	3,104.61	4,260.80	(1,156.19)	25,565.00	(22,460.39)
CONTRIBUTIONS	0.00	83.33	(83.33)	0.00	166.70	(166.70)	1,000.00	(1,000.00)
BUSINESS EXPANSON	0.00	83.33	(83.33)	0.00	166.70	(166.70)	1,000.00	(1,000.00)
BUSINESS RECRUITMENT	9,712.88	1,833.33	7,879.55	9,712.88	3,666.70	6,046.18	22,000.00	(12,287.12)
ENTERTAINMENT/MEALS	50.07	41.67	8.40	82.02	83.30	(1.28)	500.00	(417.98)
DUES & SUBSCRIPTIONS	125.00	853.33	(728.33)	125.00	1,706.70	(1,581.70)	10,240.00	(10,115.00)
EDUCATIONAL EXPENSE	0.00	833.33	(833.33)	480.00	1,666.70	(1,186.70)	10,000.00	(9,520.00)
MILEAGE	251.72	333.33	(81.61)	1,024.38	666.70	357.68	4,000.00	(2,975.62)
OFFICE EXPENSE	157.85	416.67	(258.82)	162.70	833.30	(670.60)	5,000.00	(4,837.30)
POSTAGE	12.14	41.67	(29.53)	31.04	83.30	(52.26)	500.00	(468.96)
PAYROLL TAXES	1,711.16	2,173.33	(462.17)	3,806.69	4,346.70	(540.01)	26,080.00	(22,273.31)
RETIREMENT(SIMPLE IRA)	535.14	666.67	(131.53)	1,070.28	1,333.30	(263.02)	8,000.00	(6,929.72)
RENT	0.00	800.00	(800.00)	0.00	1,600.00	(1,600.00)	9,600.00	(9,600.00)
TRAVEL & CONVENTIONS	0.00	1,333.33	(1,333.33)	0.00	2,666.70	(2,666.70)	16,000.00	(16,000.00)
WAGES	22,171.60	27,166.67	(4,995.07)	48,759.88	54,333.30	(5,573.42)	326,000.00	(277,240.12)
WEB SITE	0.00	1,250.00	(1,250.00)	0.00	2,500.00	(2,500.00)	15,000.00	(15,000.00)
SPECIAL EVENT EXPENSE	1,942.92	250.00	1,692.92	1,942.92	500.00	1,442.92	3,000.00	(1,057.08)
MAINSTREET FACADE	0.00	833.33	(833.33)	0.00	1,666.70	(1,666.70)	10,000.00	(10,000.00)

ROSWELL- CHAVES COUNTY EDC
Statement of Activities - Budget to Actual
Income Tax Basis
For the One Month and 2 Months Ended August 31, 2025

	CURRENT MONTH			YEAR TO DATE			ANNUAL	
	Actual	Budget	Variance	Actual	Budget	Variance	Budget	Variance
LEADS SITE PREPARDNESS GRANT EXPENSE (NMEDD)	0.00	2,083.33	(2,083.33)	0.00	4,166.70	(4,166.70)	25,000.00	(25,000.00)
LEGISLATIVE DINNER	0.00	1,666.67	(1,666.67)	0.00	3,333.30	(3,333.30)	20,000.00	(20,000.00)
RETAIL MARKET STUDY EXPENSE	0.00	3,750.00	(3,750.00)	0.00	7,500.00	(7,500.00)	45,000.00	(45,000.00)
Total Operating Expenses	57,389.47	55,025.00	2,364.47	89,670.17	110,050.00	(20,379.83)	660,300.00	(570,629.83)
Operating Income (Loss)	(8,226.13)	(3,416.66)	(4,809.47)	51,885.43	(6,833.40)	58,718.83	(41,000.00)	92,885.43
Other Income (Expenses)								
DIVIDEND INCOME	0.00	416.67	(416.67)	0.00	833.30	(833.30)	5,000.00	(5,000.00)
OTHER INCOME	743.04	2,500.00	(1,756.96)	743.04	5,000.00	(4,256.96)	30,000.00	(29,256.96)
UNREALIZED GAIN/LOSS ON INVESTMENTS	0.00	333.33	(333.33)	0.00	666.70	(666.70)	4,000.00	(4,000.00)
INTEREST	1,156.12	333.33	822.79	2,327.57	666.70	1,660.87	4,000.00	(1,672.43)
OTHER TAXES	0.00	(125.00)	125.00	0.00	(250.00)	250.00	(1,500.00)	1,500.00
INVESTMENT FEES	0.00	(41.67)	41.67	0.00	(83.30)	83.30	(500.00)	500.00
Total Other Income (Expenses)	1,899.16	3,416.66	(1,517.50)	3,070.61	6,833.40	(3,762.79)	41,000.00	(37,929.39)
Net Income (Loss) Before Taxes	(6,326.97)	0.00	(6,326.97)	54,956.04	0.00	54,956.04	0.00	54,956.04
Net Income (Loss)	$ (6,326.97)	$ 0.00	$ (6,326.97)	$ 54,956.04	$ 0.00	$ 54,956.04	$ 0.00	$ 54,956.04

ROSWELL- CHAVES COUNTY EDC
Statement of Financial Position
Income Tax Basis
As of August 31, 2025 and July 31, 2025

Assets

	August 31, 2025	July 31, 2025	June 30, 2025
Current Assets			
CASH IN BANK - PIONEER #2795	$ 71,202.43	$ 112,265.69	$ 98,734.67
FIRST AMERICAN - SAVINGS #4520	21,567.49	21,563.83	21,560.17
PIONEER MONEY MARKET ACCOUNT #2643	447,463.17	446,310.71	383,883.89
A/R - CITY OF ROSWELL	33,333.30	16,666.63	50,000.00
A/R - CHAVES COUNTY	33,340.30	16,673.63	7.00
Total Current Assets	606,906.69	613,480.49	554,185.73
Property and Equipment			
EQUIPMENT	2,407.42	2,407.42	2,407.42
Net Property and Equipment	2,407.42	2,407.42	2,407.42
Non Current Assets			
FIRST AMERICAN BANK - INVESTMENT FUND #R002500	442,597.14	442,597.14	442,597.14
UNREALIZED GAIN LOSS ON INVESTMENT	21,558.16	21,558.16	21,558.16
Total Non Current Assets	464,155.30	464,155.30	464,155.30
Total Assets	$ 1,073,469.41	$ 1,080,043.21	$ 1,020,748.45

See Accountants' Compilation Report

ROSWELL- CHAVES COUNTY EDC
Statement of Financial Position
Income Tax Basis
As of August 31, 2025 and July 31, 2025

Liabilities and Net Assets

	August 31, 2025	July 31, 2025	June 30, 2025
Current Liabilities			
A/P - EMPLOYEES	$ 12,359.32	$ 12,359.32	$ 12,359.32
A/P - VENDORS	17,230.00	17,230.00	17,230.00
CARD SERVICE CENTER	0.00	0.00	819.75
CARDMEMBER SERVICE- CHASE INK CARD	0.00	(273.74)	4,401.60
FICA PAYABLE	1,374.66	1,648.46	0.00
MEDICARE PAYABLE	321.48	385.54	0.00
FEDERAL WITHHOLDING PAYABLE	793.53	889.36	0.00
STATE WITHHOLDING PAYABLE	634.32	736.24	1,146.04
SIMPLE IRA PAYABLE	2,709.87	2,709.87	1,640.97
SUTA PAYABLE	59.36	44.32	119.94
Total Current Liabilities	35,482.54	35,729.37	37,717.62
Long-Term Liabilities			
DEFERRED REVENUE NM GRANT	40,000.00	40,000.00	40,000.00
Total Long-Term Liabilities	40,000.00	40,000.00	40,000.00
Total Liabilities	75,482.54	75,729.37	77,717.62
Net Assets			
Net Assets Without Donor Restrictions	562,109.44	562,109.44	562,109.44
Net Assets With Temporarily Restricted Assets	375,171.39	375,171.39	375,171.39
Other Equity	5,750.00	5,750.00	5,750.00
Current Earnings	54,956.04	61,283.01	0.00
Total Net Assets	997,986.87	1,004,313.84	943,030.83
Total Liabilities and Net Assets	$ 1,073,469.41	$ 1,080,043.21	$ 1,020,748.45

See Accountants' Compilation Report

ROSWELL- CHAVES COUNTY EDC
Statement of Activities
Income Tax Basis
For Most Recent Three Months and Two Months Ended August 31, 2025

	MOST RECENT THREE MONTHS			YEAR TO DATE
	August 31	July 31	June 30	This Year
Revenues				
CITY OF ROSWELL	$ 16,666.67	$ 16,666.63	$ 16,666.67	$ 33,333.30
CHAVES COUNTY	16,666.67	16,666.63	16,666.67	33,333.30
MEMBERSHIP DUES	12,030.00	50,327.50	5,250.00	62,357.50
SPECIAL EVENT	3,800.00	8,731.50	500.00	12,531.50
LEADS SITE PREPARDNESS GRANT (NMEDD)	0.00	0.00	24,834.00	0.00
Total Sales	49,163.34	92,392.26	63,917.34	141,555.60
Gross Profit	49,163.34	92,392.26	63,917.34	141,555.60
Operating Expenses				
MISCELLANEOUS EXPENSE	0.00	0.00	50.00	0.00
ADVERTISING	9,000.00	0.00	0.00	9,000.00
BOARD/MEMBERSHIP & ANNUAL MEETINGS	10,078.67	14.17	655.36	10,092.84
BANK CHARGES	274.93	0.00	0.00	274.93
CONTRACT SERVICES	1,365.39	1,739.22	2,857.97	3,104.61
BUSINESS RECRUITMENT	9,712.88	0.00	3,944.93	9,712.88
ENTERTAINMENT/MEALS	50.07	31.95	77.66	82.02
DUES & SUBSCRIPTIONS	125.00	0.00	1,500.00	125.00
EDUCATIONAL EXPENSE	0.00	480.00	0.00	480.00
MILEAGE	251.72	772.66	196.77	1,024.38
OFFICE EXPENSE	157.85	4.85	115.93	162.70
POSTAGE	12.14	18.90	163.75	31.04
PAYROLL TAXES	1,711.16	2,095.53	2,747.56	3,806.69
RETIREMENT(SIMPLE IRA)	535.14	535.14	516.36	1,070.28
RENT	0.00	0.00	2,400.00	0.00
WAGES	22,171.60	26,588.28	35,431.86	48,759.88
SPECIAL EVENT EXPENSE	1,942.92	0.00	6,913.06	1,942.92
Total Operating Expenses	57,389.47	32,280.70	57,571.21	89,670.17
Operating Income (Loss)	(8,226.13)	60,111.56	6,346.13	51,885.43
Other Income (Expenses)				
DIVIDEND INCOME	0.00	0.00	4,037.37	0.00
OTHER INCOME	743.04	0.00	0.00	743.04
UNREALIZED GAIN/LOSS ON INVESTMENTS	0.00	0.00	12,429.02	0.00
INTEREST	1,156.12	1,171.45	1,051.66	2,327.57
INVESTMENT FEES	0.00	0.00	(487.21)	0.00
Total Other Income (Expenses)	1,899.16	1,171.45	17,030.84	3,070.61
Net Income (Loss) Before Taxes	(6,326.97)	61,283.01	23,376.97	54,956.04
Net Income (Loss)	$ (6,326.97)	$ 61,283.01	$ 23,376.97	$ 54,956.04

ROSWELL- CHAVES COUNTY EDC
Statement of Activities
Income Tax Basis
For the One Month and 2 Months Ended August 31, 2025
Multiple Selections

	CURRENT MONTH		YEAR TO DATE	
	Amount	Percent	Amount	Percent
Sales				
CITY OF ROSWELL	$ 16,666.67	36.74 %	$ 33,333.30	25.83 %
CHAVES COUNTY	16,666.67	36.74	33,333.30	25.83
MEMBERSHIP DUES	12,030.00	26.52	62,357.50	48.33
Total Sales	45,363.34	100.00	129,024.10	100.00
Gross Profit	45,363.34	100.00	129,024.10	100.00
Operating Expenses				
ADVERTISING	9,000.00	19.84	9,000.00	6.98
BOARD/MEMBERSHIP & ANNUAL MEETINGS	10,078.67	22.22	10,092.84	7.82
BANK CHARGES	274.93	0.61	274.93	0.21
CONTRACT SERVICES	1,365.39	3.01	3,104.61	2.41
BUSINESS RECRUITMENT	9,712.88	21.41	9,712.88	7.53
ENTERTAINMENT/MEALS	50.07	0.11	82.02	0.06
DUES & SUBSCRIPTIONS	125.00	0.28	125.00	0.10
EDUCATIONAL EXPENSE	0.00	0.00	480.00	0.37
MILEAGE	251.72	0.55	1,024.38	0.79
OFFICE EXPENSE	157.85	0.35	162.70	0.13
POSTAGE	12.14	0.03	31.04	0.02
PAYROLL TAXES	1,711.16	3.77	3,806.69	2.95
RETIREMENT(SIMPLE IRA)	535.14	1.18	1,070.28	0.83
WAGES	22,171.60	48.88	48,759.88	37.79
Total Operating Expenses	55,446.55	122.23	87,727.25	67.99
Operating Income (Loss)	(10,083.21)	(22.23)	41,296.85	32.01
Other Income (Expenses)				
INTEREST	1,156.12	2.55	2,327.57	1.80
Total Other Income (Expenses)	1,156.12	2.55	2,327.57	1.80
Net Income (Loss) Before Taxes	(8,927.09)	(19.68)	43,624.42	33.81
Net Income (Loss)	$ (8,927.09)	(19.68)%	$ 43,624.42	33.81 %

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 23.
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider recommendation of the National Championship Air Races Lodgers' Tax Funding Request to City Council in the amount of $300,000 for marketing as outlined in their Memorandum of Understanding. (Conyers)

BACKGROUND:
Initiated by: TJ Conyers

From their application:

Following the highly anticipated successful inaugural year in 2025, the National Championship Air Races (NCAR) will return to Roswell, New Mexico, for its 2nd annual event, solidifying Roswell's role as the new home for one of aviation's most prestigious spectacles. Held at the historic Roswell Air Center, the 2026 event is scheduled for September 9--13, continuing to elevate Roswell's profile on the national and international stage. Recognized globally as "The World's Fastest Motorsport," the NCAR combines competitive air racing with world-class aviation entertainment. The National Championship Air Races currently has a Memorandum of Understanding with the City of Roswell for funding of up to $300,000 per year, subject to Occupancy Tax Board and Governing Body approval. Historical Lodgers' Tax Funding Data: Sponsorship FY2025- $300,000

FINANCIAL CONSIDERATION:
Funding Source: In the FY26 Adopted Budget line item 26224081 672828.

$300,000 in sponsorship from Lodgers' Tax Special Event fund.

LEGAL REVIEW:
None at this time. The Legal Department will review the sponsorship agreement before signatures are collected.

BOARD AND COMMITTEE ACTION:
The Occupancy Tax Board recommended (4-1) funding the National Championship Air Races in the amount of $300,000 at their July 22, 2025, meeting.

STAFF RECOMMENDATION:
Proceed as presented

Attachments

LT application
Cover Letter

LODGERS' TAX FUNDING APPLICATION

Received Date: 7/2/2025 via email/TJC

Please check the box for which type of funding you seek.

- ☐ Marketing, and Police/Security, Fire and Sanitation services
- ☑ Sponsorship

Today's Date: July 1, 2025

Event Name: National Championship Air Races Event Date: 9/10 - 9/14 2026

Organization: Reno Air Racing Association Event Time:

Event Address: 1 Jerry Smith Cir City/State/ZIP: Roswell, NM 88203

Website: https://airrace.org Phone: 775-972-6663 Email: ggibson@airrace.org

Organizer: Reno Air Racing Association Mobile: 813-507-1799

Second Organizer: N/A Mobile:

EVENT DETAILS

Estimated # Attending: 80,000 Anticipated # of hotel rooms booked: 45,000

Last year's event (if this is not a first-time event, must attach proof)

of Attendees: Pending # of hotel rooms booked: Pending

Description of Event Logistics:

Following the highly anticipated successful inaugural year in 2025, the National Championship Air Races (NCAR) will return to Roswell, New Mexico, for its 2nd annual event, solidifying Roswell's role as the new home for one of aviation's most prestigious spectacles. Held at the historic Roswell Air Center, the 2026 event is scheduled for September 9–13, continuing to elevate Roswell's profile on the national and international stage. Recognized globally as "The World's Fastest Motorsport," the NCAR combines competitive air racing with world-class aviation entertainment.

The 2025 event is expected to draw tens of thousands of visitors to Roswell, setting a high initial benchmark for attendance, economic impact, and community participation. Building on that momentum, the 2026 races are expected to surpass the first year's turnout, attracting even greater numbers of aviation enthusiasts, tourists, and families.

Sponsorship amount requested:	$300,000

Permit #: _____

LODGERS' TAX FUNDING REQUEST

Any funding from Lodgers' Tax must follow the Lodgers' Tax Policy (PA0002). Please be sure you have read and understand the policy. **You must type out marketing budget plan in the fillable form below or attach as indicated below.** Please feel free to add additional pages, ad samples, artwork, etc. This is what is considered for approval. Any request not listed with this form is not considered for approval. Lodgers' Tax funds must be expended in accordance with the Lodgers' Tax Act for purposes of advertising, publicizing and promoting tourist-related attractions, facilities and events. Lodgers' Tax is funded by overnight stays in Roswell.

☐ Check here for First-time Event

List of eligible expenses for marketing: *Newspaper, Magazine, Radio, Television, Google Ads/ Paid Social Media, Digital Billboard, Vinyl Billboard, Posters, Flyers, Postcards, or other paid media.*

MARKETING BUDGET PLAN

Eligible Marketing Expenses *Please use and attach an additional sheet if more space is needed.*

Advertising Type	Placement/Vendor (specific):	Frequency/Run Dates:	Your Eligible Expense
Example: *Newspaper*	Example: *Dallas Morning News*	Example: *May 1-10, 2x 1/2 pg*	Example: *$700*

Note: All marketing must include "paid in part by City of Roswell Lodgers' Tax" logo and/or text to be eligible.

Other Eligible Expenses	Details (Source of Services / Service Employees Required / # of T-Shirts)	Your Eligible Expense
Police/Security		
Fire		
Clean-up/Sanitation		
T-Shirts (registered participant)		

TOTAL eligible expenses:	

EVENT DETAILS/SCORING

The definition of a Tourist means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax. Tourist-related events mean events that are planned for, promoted to and attended by tourists. *Lodgers' Tax Act Definitions {3-38-13 NMSA 1978}*

Please provide details of your event, along with any attachments that may help answer the specific questions below. The Occupancy Tax Board will score the event on a 100-point scale based on return on investment, historical performance, other economic impact, general attendance and event uniqueness.

Return on Investment (25 points): Detail the return on investment to the community based on tourism. Consider any additional Lodgers' Tax generated as a direct result of your organization or event, along with any estimated attendance from out-of-town visitors and estimated room nights in local lodging facilities.

The National Championship Air Races (NCAR) regularly attracted a substantial tourist trade in Reno which we expect to continue in Roswell. We expect the September 2025 event in Roswell to correspond to the economic impact statistics of 2019 (see Historical Performance below). Based on those statistics, Roswell can expect an estimated $1.1 million in Lodgers Tax receipts to the region (based on 56,000 out-of-town visitors staying average of 2.64 room nights per).

Source for detail provided: Special Event Report: 2019 National Championship Air Races Economic Impacts on Wash

Historical Performance (10 points): Include award dollars used, prior attendance and room nights.

Over the past ten years, the event has attracted more than 1 million spectators to the area and generated more than $800 million for the region's economy.

In 2019, the event had a unique attendance of approximately 82,000 with 65% being non-local visitors. 73.7% of non-local attendees stayed in a hotel. The average total spending per attendee was $2,224.43. The overall estimated economic impact was $91.7 million. (Source: Special Event Report: 2019 National Championship Air Races Economic Impacts on Washoe County, NV and Attendee Statistics, prepared by the University of Nevada, Reno, Economic Development Center and Center for Regional Studies)

In 2023, the event had a unique attendance of approximately 113,236 with 71% being non-local visitors. 72.3% of non-local attendees stayed in a hotel. The average total spending per attendee per day was $951.65. The overall estimated economic impact was $158.6 million. (Source: Special Event Report: 2023 National Championship Air Races

Award dollars previously used: $300,000

Prior year attendance: Expected to exceed 75,000 unique visitors

of overnight room nights booked: Expected to completely sell out all local available room nights Roswell and the sur

Estimated cost of service request from City Departments (not scored):

Other Economic Impact (25 points): Additional Gross Receipts Tax generated as a direct result of your organization or event (restaurants, purchases in local stores).

We expect the September 2025 event in Roswell to correspond to the economic impact statistics of 2019 (see Historical Performance above). Based on those statistics, Roswell can expect an estimated $13 million in GRT receipts (based on $2,200 average spending per visitor using Roswell GRT rate of 7.8958%).

Attendance typee & transportation to Roswell:

Average daily spending on food/beverage: 2200

Source for data provide listed above: Special Event Report: 2019 National Championship Air Races Economic Impacts

General Attendance of Event (10 points): Please consider both local and out-of-town attendees.

We expect the September 2025 event in Roswell to correspond to the economic impact statistics of 2019 (see Historical Performance above). The total unique attendees should be approximately 80,000 of which approximately 56,000 (70%) will be out-of-town attendees.

24000 Local

56000 Outside

70 % of attendance from outside of Roswell

Source for data provided: Special Event Report: 2019

Uniqueness of Event (30 points): What makes this event different from others?

The National Championship Air Races (NCAR) is a one-of-a-kind event with nearly six decades of continuous history. As the world's only multi-class, closed-course pylon racing event, it showcases more than 150 competing aircraft across seven high-performance race classes. Racers go head-to-head around a closed aerial course, often flying just 50 feet off the ground and reaching speeds approaching 500 mph in the fastest categories. The result is an atmosphere pulsing with intensity, precision, and adrenaline—an experience unmatched in motorsports.

Returning to Roswell, New Mexico, for its second year, the 2026 NCAR builds on the excitement and momentum of its successful Roswell debut. What was once a "bucket list" moment in 2025—marking the relocation of this iconic event from Reno—is now poised to become a new tradition for Roswell and southeastern New Mexico. In September, the region will again transform into the epicenter of the air racing world, welcoming hundreds of aircraft, pilots, crew members, and tens of thousands of fans who gather annually to celebrate the sport, the speed, and the community.

While NCAR is a globally unique spectacle, its presence in Roswell represents more than just entertainment. The city's successful bid to host the event—prevailing over more than 30 competing cities, many with larger markets and greater

Occupancy Tax Board Use Only

Return on Investment (25 points):		General Attendance (10 points):	
Historical Performance (10 points):		Uniqueness of Event (30 points):	
Other Economic Impact (25 points):		Total (100 points):	

OFFICIAL USE ONLY

OTB Date: 7/22/2025 Finance Committee Date: 8/7/2025 Council Date: 8/14/2025

Last Day of Event: 9/14/2026 Reimbursement Request Due Date (90 days from last day of event): 12/14/2026

Roswell Lodgers' Tax Funding Committee
City of Roswell
425 N Richardson Ave
Roswell, NM 88201

1 July 2025

Dear Members of the Lodgers' Tax Grant Committee,

On behalf of the Reno Air Racing Association (RARA), I am pleased to submit this application requesting sponsorship through the City of Roswell's Lodgers' Tax Funding Program. We are seeking $300,000 in support to assist with marketing and promotional efforts for the **2026 National Championship Air Races**, which will mark the **second year of this legendary event in our new home—beautiful Roswell, New Mexico.**

While the inaugural Roswell-based event has not yet taken place, early indicators point to a **runaway success for 2025**. Ticket sales are already robust, and **every available lodging option in the greater Roswell region is expected to be fully booked** for the duration of the 2025 event. Based on this momentum, we are projecting **attendance to exceed 70,000 in 2025**, and we fully anticipate that the 2026 event will draw even larger crowds and greater media attention.

The National Championship Air Races is the **world's only multi-class, closed-course pylon air racing event**, known internationally as *"The World's Fastest Motorsport."* This unique event has captivated aviation and motorsport fans for nearly 60 years and now brings that energy and global attention to Roswell. In addition to thrilling race action, the event offers military and civilian airshows, a wide range of aircraft displays, a vibrant vendor midway, and significant STEM and educational programming—all of which contribute to a weeklong experience that delivers measurable economic and cultural value to the host city.

Funding from the Lodgers' Tax Program in 2026 will enable RARA to build on our inaugural year by implementing a **broad-reaching promotional campaign** designed to attract new and returning attendees to Roswell. This campaign will include:

- **Targeted Digital and Print Advertising** focused on driving tourism and promoting Roswell's unique identity.
- **Social Media and Content Creation** highlighting local stories, culture, and attractions in coordination with the 2026 event.
- **Collaborative Promotional Partnerships** with local businesses and tourism stakeholders.
- **Enhanced Programming** that integrates Roswell's character into the experience for all guests.

The City of Roswell made history by winning the opportunity to host NCAR against more than 30 other cities across the country. That selection was a testament to the strength of your community, leadership, and vision. With the 2026 event, we aim to further elevate Roswell's standing as a **premier destination for major events**, ensuring economic impact through increased visitation, full-capacity lodging, and national media exposure.

We are grateful for the support the City of Roswell has already shown and are eager to continue growing this transformational partnership. Should you require any additional details or documentation, please don't hesitate to reach out.

Sincerely,



Greg Gibson
Marketing and Business Development Manager
Reno Air Racing Association

CC:
Mike Espiritu
Fred Telling
Bobbi Thompson
Tony Logoteta

Finance Committee **24.**
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider the recommendation of the Galacticon Fair Lodgers' Tax Funding Request to the City Council to open negotiations with the City of Roswell for sponsorship. (Conyers)

BACKGROUND:
Initiated by: TJ Conyers

From their application: We are requesting sponsorship of a free-to-the-public attraction(s) to be held outside the Galacticon facility to draw people to all areas of the UFO Festival footprint. We will provide appropriate and family-friendly attractions for all ages. It will be open during the Galacticon hours and overseen by the Galacticon Director. This will be the third year we have requested sponsorship and received it in both previous years.

2 years of Historical Lodgers' Tax Funding Data: Sponsorship
FY2024- Awarded $10,000- Expended $7,414.88
FY2025- Awarded $8,000- Expended $3,700
FY2026- Requested $8,000

FINANCIAL CONSIDERATION:
Funding Source: In the FY26 Adopted Budget line item 26224081 672828.
$8,000 for sponsorship of Galacticon 2026.

LEGAL REVIEW:
None at this time. The Legal Department will review the sponsorship agreement before signatures are collected.

BOARD AND COMMITTEE ACTION:
The Occupancy Tax board recommended (5-0) to award Galacticon $8,000 in sponsorship at their July 22, 2025, meeting.;

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Galacticon LT App

ROSWELL
New Mexico

ROSWELL
New Mexico
Paid in part by the City of Roswell Lodgers' Tax

LODGERS' TAX

APPLICATION AND INSTRUCTIONS

Events July 1, 2025 – June 30, 2026

Contact information for questions:

tourism@roswell-nm.gov

LODGERS' TAX GENERAL INFORMATION

The City of Roswell requires any organization or citizen seeking Lodgers' Tax (occupancy) funds from the city to make such a request through the city's application process and compliance with the City of Roswell's policies and procedures.

APPLICATION PROCESS

1. Lodgers' Tax Funding Request is submitted to tourism@roswell-nm.gov by deadline.
2. The city's Occupancy Tax Board reviews and provides recommendation to Finance Committee.
3. The Finance Committee reviews, approves or changes recommendation for City Council.
4. City Council awards, changes or denies funding request.

The role of the Occupancy Tax Board is to review applications for events that will bring out-of-town visitors to the City of Roswell and promote hotels stays. The board provides recommendation to the Finance Committee.

DEADLINES FOR FY26

1. Applications are to be submitted June 1, 2025 to July 8, 2025.
2. Applications will be considered at the Occupancy Tax Board meeting which will take place on July 15, 2025.

TYPES OF AWARDS AVAILABLE

Applicants may request awards for each of the following categories:

1. **Marketing.** The items listed below are generally acceptable expenses related to advertising:

    1. *Radio, television, newspaper, billboard or magazine advertisements*
    2. *Posters, brochures, flyers, postcards, or other marketing materials*
    3. *Postage for mailing of marketing materials*
    4. *Website, Facebook, or other internet paid advertising placement*
    5. *Free T-shirts for registration participants or attendees*
    6. *Police/Security, Fire and Sanitation services are recognized as eligible expenses within the Marketing category.*

2. **Sponsorship.** Sponsorships are available where the City and applicant wish to form a formal cooperative arrangement where the City holds an interest in the event and helps create the event. Sponsorships will be conditioned up MOUs or contracts subject to governing body approval.

The items listed below are generally *not acceptable expenses* unless part of a City sponsorship:

1. *Establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping furnishing or acquiring real property*
2. *Administrative, operational, or event manager costs (includes marketing firm services)*
3. *Costumes*
4. *Payments, other than placed advertisements, for entertainment*
5. *Equipment rental*
6. *Food or beverages (including water) provided for entertainment, judges, contestants, workers, or as hospitality*
7. *Gifts or in-kind expenses*
8. *Lodging or travel*
9. *Monetary awards*
10. *Programs given out during the event*
11. *Rent of facility*
12. *Thank-you advertisements after the event*

FUNDING LIMITS

Unless exempt from the Procurement Code or as part of a Sponsorship, awards will be capped at $20,000.00

LODGERS' TAX FUNDING APPLICATION

Received Date: 7/8/2025- via email- TJC

Please check the box for which type of funding you seek.

- ☐ Marketing, and Police/Security, Fire and Sanitation services
- ☑ Sponsorship

Today's Date: July 7, 2025

Event Name: Roswell Galacticon, Part of the UFO Festival Week Event Date: July 2-5, 2026

Organization: Roswell Galacticon Event Time: 9am-7pm each day

Event Address: Downtown Roswell City/State/ZIP: Roswell NM 88201

Website: RoswellGalacticon.com Phone: 575-626-2640 Email: condor@dfn.com

Organizer: Elaine Mayfield Mobile: 575-626-2640

Second Organizer: Mobile:

EVENT DETAILS

Estimated # Attending: in 2024 - 3000 (CURRENTS NA) Anticipated # of hotel rooms booked: 60

Last year's event (if this is not a first-time event, must attach proof)

of Attendees: in 2024 - 3000 # of hotel rooms booked: 50

Description of Event Logistics:

We are requesting sponsorship of free to the public attraction(s) to be held outside of the Galacticon facility to draw people to all areas of the UFO Festival footprint. We will provide an appropriate and family friendly attractions for all ages. It will be open during the Galacticon hours and overseen by the Galacticon Director. This will be the 3rd year we have requested sponsorship and received it in both previous years.

Sponsorship amount requested:	8000

Permit #: _____

LODGERS' TAX FUNDING REQUEST

Any funding from Lodgers' Tax must follow the Lodgers' Tax Policy (PA0002). Please be sure you have read and understand the policy. **You must type out marketing budget plan in the fillable form below or attach as indicated below.** Please feel free to add additional pages, ad samples, artwork, etc. This is what is considered for approval. Any request not listed with this form is not considered for approval. Lodgers' Tax funds must be expended in accordance with the Lodgers' Tax Act for purposes of advertising, publicizing and promoting tourist-related attractions, facilities and events. Lodgers' Tax is funded by overnight stays in Roswell.

☐ Check here for First-time Event

List of eligible expenses for marketing: *Newspaper, Magazine, Radio, Television, Google Ads/ Paid Social Media, Digital Billboard, Vinyl Billboard, Posters, Flyers, Postcards, or other paid media.*

MARKETING BUDGET PLAN

Eligible Marketing Expenses *Please use and attach an additional sheet if more space is needed.*

Advertising Type	Placement/Vendor (specific):	Frequency/Run Dates:	Your Eligible Expense
Example: *Newspaper*	Example: *Dallas Morning News*	Example: *May 1-10, 2x 1/2 pg*	Example: *$700*
	SPONSORSHIP ITEMS - Free attractions		
Attraction #1	UFO Car - 1/2 Sponsorship (wRoswell CofC, KAG)	Free display outside Galacticon Hall	3750
Hotel Room	UFO Car - 4 nights Hotel (1 rooms for 4 nights)	Based on estimate of $125 per night	500
Hotel rooms-1	Frank Renda and his Working Droids- hotel & fee	Free display shared with the Museum	825
Hotel rooms-3	501st Stormtroopers (3 rooms for 3 nights)	Free display and walking downtown	1125
Portion of Fee	My 25% of fee for Special Guest TBD	in 2025, it was for Tyrone Vaughn	1800
	These are projected participants, final groups		
	would be agreed with administration		
		Total of above expenditures	8000

Note: All marketing must include "paid in part by City of Roswell Lodgers' Tax" logo and/or text to be eligible.

Other Eligible Expenses	Details (Source of Services / Service Employees Required / # of T-Shirts)	Your Eligible Expense
Police/Security		
Fire		
Clean-up/Sanitation		
T-Shirts (registered participant)		

TOTAL eligible expenses:	8000

EVENT DETAILS/SCORING

The definition of a Tourist means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax. Tourist-related events mean events that are planned for, promoted to and attended by tourists. *Lodgers' Tax Act Definitions {3-38-13 NMSA 1978}*

Please provide details of your event, along with any attachments that may help answer the specific questions below. The Occupancy Tax Board will score the event on a 100-point scale based on return on investment, historical performance, other economic impact, general attendance and event uniqueness.

Return on Investment (25 points): Detail the return on investment to the community based on tourism. Consider any additional Lodgers' Tax generated as a direct result of your organization or event, along with any estimated attendance from out-of-town visitors and estimated room nights in local lodging facilities.

As we know, the convention center was unavailable this year for Galacticon and the RDR. We were lucky that the Roswell UFO Museum was able to rent us the La-Z-Boy portion of the Property they bought recently. Though half the size we usually fill, it served us well and we had a good event. This is the biggest tourism event of the year for Roswell and we are a large part of it. We have participated in the planning and the execution of the event as an equal partner to the City, MainStreet, Roswell Daily Record and the UFO Museum. We are asking for assistance to free sponsored events to encourage tourism and make the visitors happy with alternative activities and fun, free events. These include the UFO Car which has been an Internet sensation that the crowd and the social media watchers love. We are asking for funding half of the hotel rooms for the 501st Stormtroopers and the Ghostbusters as they do not charge a fee and finding rooms can be difficult. By providing lodging they can continue to provide fun, family entertainment free to the public. We are also including an amount for a special guest to be determined

Source for detail provided: _____

Historical Performance (10 points): Include award dollars used, prior attendance and room nights.

The Galacticon attendance was about 3,000 though we have not been able to get the final numbers in this very short time period. Last year, we were awarded $10,000 for a playground/water park and the Universal Hall for free workshops and talks but due to the centers use for FEMA following the Ruidoso fires we were only able to have the play area and two talks in the lobby. We used $7473 for that and returned the rest. Security was furnished by the UFO Committee so we returned the funds for that amount as well.

Award dollars previously used: $7473

Prior year attendance: 2974 in 2024

of overnight room nights booked: 45 hotel nights were blocked and filled in 2024; plus those individually booked

Estimated cost of service request from City Departments (not scored):

The staff at the Roswell Convention Center in 2024 were outstanding and helped in every way. City services were provided as part of the rental fees we paid. Everything else was handled by the Galacticon Crew of seasoned volunteers. They stepped up as well this year in the La-Z-Boy Hall from start to finish. We did not utilize city services this year.

Other Economic Impact (25 points): Additional Gross Receipts Tax generated as a direct result of your organization or event (restaurants, purchases in local stores).

We are positive that our involvement was important to the variety of events and activities offered the visitors to the UFO Festival weekend in downtown Roswell. The event was well attended due to this variety and the unique events we provide. Included were all the usual activities including the indoor vendor hall with outstanding sci-fi genre collectibles, the two rooms of tabletop and role-playing games for that huge demographic, and the attractions such as the Internet sensation "Flying Saucer Car" that was a huge success. With the higher numbers of visitors, the overall economic impact of the UFO Festival and our events are greatly increased. This includes lodging, restaurants, entertainment locations and local merchants. This is a win for Roswell!

Attendance typee & transportation to Roswell: Generally by auto

Average daily spending on food/beverage: $100-$200

Source for data provide listed above: Survey Monkey results by MainStreet for 2024 (2025 numbers are not ready)

General Attendance of Event (10 points): Please consider both local and out-of-town attendees.

2025 results and attendance figures are not available for the LT deadline of July 8, 2025. We will use 2024 data where necessary. Data should be available in time for the OTB meeting.

The 2024 UFO Festival attendance was estimated at 20,000 over the three days including the direct counts of attendance of the UFO Museum, 9,123 and the Galacticon 2974. We were very happy to note that we had 33% of the number of counted visitors to the UFO Museum at 9,123. These are substantiated with admission records.

est. 1000 Local

est. 2000 Outside

67% % of attendance from outside of Roswell

Source for data provided: survey estimate

Uniqueness of Event (30 points): What makes this event different from others?

The name 'Roswell' is known to the world for its UFO and Alien connection. We see that this is the hook for tourism and interest that boosts the economy of our community.

We are positive that our involvement was important to the variety of events and activities offered the visitors to the UFO Festival weekend. The event is well attended due to this variety and the unique events we provide. We have the only indoor vendor hall with outstanding sci-fi genre collectibles, art, authors...and air conditioning! The two rooms of gaming tables provided tabletop and role playing games every hour for that huge demographic. The highlight attraction, once again, was the internet sensation "Flying Saucer Car" that was driven to Roswell from Indiana with a huge sign saying "Follow us to the UFO Festival in Roswell NM". We had many visits over the three days from the 501st Legion of Stormtroopers and the Ghostbusters groups that thrilled the crowds. We shared Frank Renda and his working Droids, think R2D2!, with the UFO Museum and people ran to take pictures with them as hey seemingly moved about on their own. The Galacticon is truly a SciFi Con with a UFO twist. There is nothing like it!

Occupancy Tax Board Use Only

Return on Investment (25 points): _____ General Attendance (10 points): _____

Historical Performance (10 points): _____ Uniqueness of Event (30 points): _____

Other Economic Impact (25 points): _____ Total (100 points): _____

OFFICIAL USE ONLY

OTB Date: _____ Finance Committee Date: _____ Council Date: _____

Last Day of Event: _____ Reimbursement Request Due Date (90 days from last day of event): _____

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 25.
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider the recommendation of the Galacticon and Roswell Daily Record Funding Request to the City Council in the amount of $20,000 for marketing, sanitation, and security. (Conyers)

BACKGROUND:
Initiated by: TJ Conyers

From their application: This is the fifth year that the Galacticon and the Roswell Daily Record have worked together to promote the Roswell UFO Festival, supporting the city's economy and tourism industry. After losing the Convention Center in October of 2024, we have held our activities downtown as part of the UFO Festival weekend. In 2025, the RDR supported the patriotic Aerial Drone Show for the public. The Galacticon was held in the Roswell UFO Museum Annex at 119 North Main in the former La-Z-Boy showroom, now owned by the Museum. We helped fund our part of the advertising and marketing of the event and plan to do so again.

3 years of Historical Lodgers' Tax Funding Data: Marketing, sanitation, and security.
FY2023- No record of application
FY2024- Did not apply as a joint effort
FY2025- Awarded $20,000- Expended $11,413.13

FINANCIAL CONSIDERATION:
$20,000 for marketing, sanitation and security.

LEGAL REVIEW:
None at this time. The Legal Department will review the sponsorship agreement before signatures are collected.

BOARD AND COMMITTEE ACTION:
The Occupancy Tax board recommended (5-0) to award Galacticon and Roswell Daily Record $20,000 for marketing, sanitation, and security at their July 22, 2025, meeting.

STAFF RECOMMENDATION:
Proceed as prresented.

Attachments

Galacticon/RDR Marketing LT application

ROSWELL
New Mexico

ROSWELL
New Mexico
Paid in part by the City of Roswell Lodgers' Tax

LODGERS' TAX

APPLICATION AND INSTRUCTIONS

Events July 1, 2025 – June 30, 2026

Contact information for questions:

tourism@roswell-nm.gov

LODGERS' TAX GENERAL INFORMATION

The City of Roswell requires any organization or citizen seeking Lodgers' Tax (occupancy) funds from the city to make such a request through the city's application process and compliance with the City of Roswell's policies and procedures.

APPLICATION PROCESS

1. Lodgers' Tax Funding Request is submitted to tourism@roswell-nm.gov by deadline.
2. The city's Occupancy Tax Board reviews and provides recommendation to Finance Committee.
3. The Finance Committee reviews, approves or changes recommendation for City Council.
4. City Council awards, changes or denies funding request.

The role of the Occupancy Tax Board is to review applications for events that will bring out-of-town visitors to the City of Roswell and promote hotels stays. The board provides recommendation to the Finance Committee.

DEADLINES FOR FY26

1. Applications are to be submitted June 1, 2025 to July 8, 2025.
2. Applications will be considered at the Occupancy Tax Board meeting which will take place on July 15, 2025.

TYPES OF AWARDS AVAILABLE

Applicants may request awards for each of the following categories:

1. **Marketing.** The items listed below are generally acceptable expenses related to advertising:

    1. *Radio, television, newspaper, billboard or magazine advertisements*
    2. *Posters, brochures, flyers, postcards, or other marketing materials*
    3. *Postage for mailing of marketing materials*
    4. *Website, Facebook, or other internet paid advertising placement*
    5. *Free T-shirts for registration participants or attendees*
    6. *Police/Security, Fire and Sanitation services are recognized as eligible expenses within the Marketing category.*

2. **Sponsorship.** Sponsorships are available where the City and applicant wish to form a formal cooperative arrangement where the City holds an interest in the event and helps create the event. Sponsorships will be conditioned up MOUs or contracts subject to governing body approval.

The items listed below are generally *not acceptable expenses* unless part of a City sponsorship:

1. *Establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping furnishing or acquiring real property*
2. *Administrative, operational, or event manager costs (includes marketing firm services)*
3. *Costumes*
4. *Payments, other than placed advertisements, for entertainment*
5. *Equipment rental*
6. *Food or beverages (including water) provided for entertainment, judges, contestants, workers, or as hospitality*
7. *Gifts or in-kind expenses*
8. *Lodging or travel*
9. *Monetary awards*
10. *Programs given out during the event*
11. *Rent of facility*
12. *Thank-you advertisements after the event*

FUNDING LIMITS

Unless exempt from the Procurement Code or as part of a Sponsorship, awards will be capped at $20,000.00

LODGERS' TAX FUNDING APPLICATION

Received Date: 7/8/2025- via email- TJC

Please check the box for which type of funding you seek.

- [x] Marketing, and Police/Security, Fire and Sanitation services
- [ ] Sponsorship

Today's Date: Juy 1, 2025

Event Name: Roswell Galacticon & Roswell Daily Record Joint UFO Marketing Event Date: July 2-5, 2026

Organization: Roswell Galacticon & Roswell Daily Record Event Time: 9am-11pm each day

Event Address: Downtown Roswell NM City/State/ZIP: Roswell NM 88201

Website: RoswellGalacticon.com & rdrnews.com Phone: 575-626-2640 Email: condor@dfn.com

Organizer: Elaine Mayfield (Galacticon) Mobile: 575-626-2640

Second Organizer: Saralei Fajardo (RDR) Mobile: 575-703-5180

EVENT DETAILS

Estimated # Attending: In 2024 - 3000 (CURRENTS NA) Anticipated # of hotel rooms booked: 60

Last year's event (if this is not a first-time event, must attach proof)

of Attendees: In 2024 - 3000 # of hotel rooms booked: 50

Description of Event Logistics:

This is the fifth year that the Galacticon and the Roswell Daily Record have worked together to promote the Roswell UFO Festival supporting the cities economy and tourism industry. After losing the Convention Center in October of 2024, we have held our activities downtown as part of the UFO Festival weekend. In 2025, the RDR supported the patriotic Aerial Drone Show for the public. The Galacticon was held in the Roswell UFO Museum Annex at 119 North Main in the former La-Z-Boy showroom, now owned by the Museum. We helped fund our part of the advertising and marketing of the event and plan to do so again.

The amount requested in the block below will not fill. the Sponsorship amount requested is $20,000

Sponsorship amount requested:	

Permit #: _____

LODGERS' TAX FUNDING REQUEST

Any funding from Lodgers' Tax must follow the Lodgers' Tax Policy (PA0002). Please be sure you have read and understand the policy. **You must type out marketing budget plan in the fillable form below or attach as indicated below.** Please feel free to add additional pages, ad samples, artwork, etc. This is what is considered for approval. Any request not listed with this form is not considered for approval. Lodgers' Tax funds must be expended in accordance with the Lodgers' Tax Act for purposes of advertising, publicizing and promoting tourist-related attractions, facilities and events. Lodgers' Tax is funded by overnight stays in Roswell.

☐ Check here for First-time Event

List of eligible expenses for marketing: *Newspaper, Magazine, Radio, Television, Google Ads/ Paid Social Media, Digital Billboard, Vinyl Billboard, Posters, Flyers, Postcards, or other paid media.*

MARKETING BUDGET PLAN

Eligible Marketing Expenses *Please use and attach an additional sheet if more space is needed.*

Advertising Type	Placement/Vendor (specific):	Frequency/Run Dates:	Your Eligible Expense
Example: *Newspaper*	Example: *Dallas Morning News*	Example: *May 1-10, 2x 1/2 pg*	Example: *$700*
Large Media	Regional & National media outlets, magazines, etc.	8-12 weeks ahead of the event	5000
Local Adv.	Radio ads, Newspaper ads & Supplement	2-12 weeks ahead of event	10000
Print & Signage	Printing for advertising & marketing	8 weeks ahead of event	1000
Billboard	Billboards to advertise & market our events	2-4 weeks ahead of event	2000

Note: All marketing must include "paid in part by City of Roswell Lodgers' Tax" logo and/or text to be eligible.

Other Eligible Expenses	Details (Source of Services / Service Employees Required / # of T-Shirts)	Your Eligible Expense
Police/Security	Security for all Galacticon and RDR Events	1500
Fire		
Clean-up/Sanitation	Custodial and trash pick-up	500
T-Shirts (registered participant)	The amount requested in the block below will not fill.The amount is $20,000	

TOTAL eligible expenses:	

EVENT DETAILS/SCORING

The definition of a Tourist means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax. Tourist-related events mean events that are planned for, promoted to and attended by tourists. *Lodgers' Tax Act Definitions {3-38-13 NMSA 1978}*

Please provide details of your event, along with any attachments that may help answer the specific questions below. The Occupancy Tax Board will score the event on a 100-point scale based on return on investment, historical performance, other economic impact, general attendance and event uniqueness.

Return on Investment (25 points): Detail the return on investment to the community based on tourism. Consider any additional Lodgers' Tax generated as a direct result of your organization or event, along with any estimated attendance from out-of-town visitors and estimated room nights in local lodging facilities.

This is the biggest tourism event of the year for Roswell, and we are a large part of it. We have participated in the planning and the execution of the event as an equal partner to the city, MainStreet, and the UFO Museum. We are asking for assistance to market our events and the free sponsored events to encourage tourism and make the visitors happy with alternative activities and fun, free events. The UFO Festival attendance is estimated at 20,000 by MainStreet over the three days including the direct counts of attendance of the UFO Museum at 9,123 and the Galacticon at 2974. MainStreet reports the following Information provided by Main Street America, via PacerAI: from June 30 - July 2, 2023 visitors over these 3 days were about 45,000 with a total of 56,400 visits meaning one out of four visitors came to the district 2 out of the 3 days of the festival (in Pacer data, each "visitor" can only "visit" once per day, so averaging 1.25 visits in a three-day period can only mean that some people were repeat visitors two or three, out of the three days.) 33 hotel nights were utilized by UFO/AlienFest entertainment. Hotels reported an occupancy rate of 45% to 100% during the weekend.

Source for detail provided: _____

Historical Performance (10 points): Include award dollars used, prior attendance and room nights.

2025 Joint Advertising Budget:

Local Newspaper:	Full page ads for UFO Festival Events	$2400	
	1/2 page ads for UFO Festival Events	1750	
Digital Billboard	30 days	1200	
On-line Website ads	30 days	800	ToTal inc tax = $6636
Radio Advertising	7 regional radio stations	$2000	
Billboard	in Roswell	$689	inc tax
Printed Signage	Galacticon & UFO Car	$432	inc tax
Security	Galacticon-22 hours at $38	$902	inc tax
Sanitation	porta-potties, cleaning person, cleaning supplies	$756	in tax

TOTAL: $11413

Award dollars previously used: 2024 - part of the UFO Festival awards

Prior year attendance: 2024 UFO Festival Attendance estimated by Mainstreet at 20,000 - Convention Center - ap 350(

of overnight room nights booked: 2024 hotel nights for Galacticon - 45; nights for RDR - 12 plus visitor bookings

Estimated cost of service request from City Departments (not scored):

2024 figures are presented because 2025 statistics were not available by the Lodgers Tax Request deadline of 7/8/25.

in 2024, MainStreet Roswell reported the following:

City Personnel - $30 per hr x 5 x 5hrs = $750

Emergency Personnel - $55 per hr x 6 x 5hrs = $1650

Barrels - 10 x $2 = $20
Barricades - 10 x $10 = $100
Warning Signs - 15 x $10 = $150
Cones - 45 x $2 = $90

Galacticon and RDR did not receive security or clean-up from the above services at the convention center which were included in the facility rental fees; but were part of the UFO Festival weekend.

Other Economic Impact (25 points): Additional Gross Receipts Tax generated as a direct result of your organization or event (restaurants, purchases in local stores).

We are positive that our involvement was important to the variety of events and activities offered the visitors to the UFO Festival weekend. The event is well attended due to this variety and the unique events we provide.

Among them are the free patriotic aerial Drone Show sponsored by the Roswell Daily Record and the City. This amazing display drew a huge crowd to the heart of the city to view the show. RDR also provided a newspaper supplement for visitors with details, bios and business information for the locals and tourists alike.

The Roswell Galacticon put on their event despite losing the convention center facility. The UFO Museum made available the La-Z-Boy Showroom on Main Street for the event. This included all the usual activities including the indoor vendor hall with outstanding sci-fi genre collectibles, the two rooms of gaming tables for that huge demographic, and the attractions such as the internet sensation "Flying Saucer Car" that was a huge success. All of this combines to keep the visitor in town longer and coming back next year.

With the higher numbers of visitors, the overall economic impact of the UFO Festival and our events are greatly increased. This includes lodging, restaurants, entertainment locations and local merchants. This is a win for Roswell!

Attendance typee & transportation to Roswell: Locals, Tourist via automobile and air transport

Average daily spending on food/beverage: $100-$200

Source for data provide listed above: 2024 Survey Monkey results provided by Mainstreet

General Attendance of Event (10 points): Please consider both local and out-of-town attendees.

2025 results and attendance figures are not available for the LT deadline of July 8, 2025. We will use 2024 data where necessary. Data should be available in time for the OTB meeting.

The 2024 UFO Festival attendance was estimated at 20,000 over the three days including the direct counts of attendance of the UFO Museum, 9,123 and the Galacticon 2974.

MainStreet reported the following Information provided by Main Street America, via PacerAI: Last year from June 30 - July 2, 2023 visitors over these 3 days were about 45,000 with a total of 56,400 visits meaning one out of four visitors came to the district 2 out of the 3 days of the festival (in Pacer data, each "visitor" can only "visit" once per day, so averaging 1.25 visits in a three-day period can only mean that some people were repeat visitors two or three, out of the three days.) 33 hotel nights were utilized by UFO/AlienFest entertainment. Hotels reported an occupancy rate of 45% to 100% during the weekend.

10000 Local

10000 Outside

50% % of attendance from outside of Roswell

Source for data provided: Survey results by Mainstreet

Uniqueness of Event (30 points): What makes this event different from others?

The name 'Roswell' is known to the world for its UFO and Alien connection. We see that this is the hook for tourism and interest that boosts the economy of our community.

We are positive that our involvement was important to the variety of events and activities offered the visitors to the UFO Festival weekend. The event is well attended due to this variety and the unique events we provide. Among them are the free patriotic aerial Drone Show, the indoor vendor hall with outstanding sci-fi genre collectibles, art and authors row the two rooms of gaming tables for that huge demographic, and the attractions such as the Internet sensation "Flying Saucer Car" that was a huge success. All of this combines to keep the visitor in town longer and coming back next year.

With the higher numbers of visitors, the overall economic impact of the UFO Festival and our events are greatly increased. This includes lodging, restaurants, entertainment locations and local merchants.

Occupancy Tax Board Use Only

Return on Investment (25 points):		General Attendance (10 points):	
Historical Performance (10 points):		Uniqueness of Event (30 points):	
Other Economic Impact (25 points):		Total (100 points):	

OFFICIAL USE ONLY

OTB Date: _____ Finance Committee Date: _____ Council Date: _____

Last Day of Event: _____ Reimbursement Request Due Date (90 days from last day of event): _____

Finance Committee **26.**
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider the recommendation of the Roswell Daily Record Lodgers' Tax Funding Request to City Council to open negotiations with the City of Roswell for sponsorship. (Conyers)

BACKGROUND:
Initiated by: TJ Conyers

From their application: Partner with the City of Roswell for an Independence Day Aerial show. An Aeriel Spectacle is a visually stunning drone light show designed to draw locals and visitors alike for an unforgettable evening of entertainment. Utilizing state-of-the-art drone technology, the event features hundreds of synchronized, LED-equipped drones performing choreographed aerial displays set to music. The show highlights regional culture, landmarks, and themes through innovative sky-based storytelling. The event is family-friendly, free to the public, and held in an open outdoor venue to encourage wide attendance and maximize tourism impact. Complementary attractions- such as Main Street Roswell's live music, local food vendors, UFO Museum, and Galacticon, will enhance the visitor experience and extend overnight stays. that is free to the public and will be located in Downtown Roswell.

2 years of Historical Lodgers' Tax Funding Data: Sponsorship
FY2024- Awarded $10,000- Expended $10,000
FY2025- Awarded $10,000- Expended $10,000 (helped fund City of Roswell Drone Show for UFO Festival)

FINANCIAL CONSIDERATION:
Funding Source: In the FY26 Adopted Budget line item 26224081 672828.
Requesting $20,000 for sponsorship.

LEGAL REVIEW:
None at this time. The Legal Department will review the sponsorship agreement before signatures are collected.

BOARD AND COMMITTEE ACTION:
The Occupancy Tax board recommended (5-0) to award Roswell Daily Record $0 in sponsorship at their July 22, 2025, meeting.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

RDR LT app

ROSWELL
New Mexico

ROSWELL
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Paid in part by the City of Roswell Lodgers' Tax

LODGERS' TAX

APPLICATION AND INSTRUCTIONS

Events July 1, 2025 – June 30, 2026

Contact information for questions:

tourism@roswell-nm.gov

LODGERS' TAX GENERAL INFORMATION

The City of Roswell requires any organization or citizen seeking Lodgers' Tax (occupancy) funds from the city to make such a request through the city's application process and compliance with the City of Roswell's policies and procedures.

APPLICATION PROCESS

1. Lodgers' Tax Funding Request is submitted to tourism@roswell-nm.gov by deadline.
2. The city's Occupancy Tax Board reviews and provides recommendation to Finance Committee.
3. The Finance Committee reviews, approves or changes recommendation for City Council.
4. City Council awards, changes or denies funding request.

The role of the Occupancy Tax Board is to review applications for events that will bring out-of-town visitors to the City of Roswell and promote hotels stays. The board provides recommendation to the Finance Committee.

DEADLINES FOR FY26

1. Applications are to be submitted June 1, 2025 to July 8, 2025.
2. Applications will be considered at the Occupancy Tax Board meeting which will take place on July 15, 2025.

TYPES OF AWARDS AVAILABLE

Applicants may request awards for each of the following categories:

1. **Marketing.** The items listed below are generally acceptable expenses related to advertising:

    1. *Radio, television, newspaper, billboard or magazine advertisements*
    2. *Posters, brochures, flyers, postcards, or other marketing materials*
    3. *Postage for mailing of marketing materials*
    4. *Website, Facebook, or other internet paid advertising placement*
    5. *Free T-shirts for registration participants or attendees*
    6. *Police/Security, Fire and Sanitation services are recognized as eligible expenses within the Marketing category.*

2. **Sponsorship.** Sponsorships are available where the City and applicant wish to form a formal cooperative arrangement where the City holds an interest in the event and helps create the event. Sponsorships will be conditioned up MOUs or contracts subject to governing body approval.

The items listed below are generally *not acceptable expenses* unless part of a City sponsorship:

1. *Establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping furnishing or acquiring real property*
2. *Administrative, operational, or event manager costs (includes marketing firm services)*
3. *Costumes*
4. *Payments, other than placed advertisements, for entertainment*
5. *Equipment rental*
6. *Food or beverages (including water) provided for entertainment, judges, contestants, workers, or as hospitality*
7. *Gifts or in-kind expenses*
8. *Lodging or travel*
9. *Monetary awards*
10. *Programs given out during the event*
11. *Rent of facility*
12. *Thank-you advertisements after the event*

FUNDING LIMITS

Unless exempt from the Procurement Code or as part of a Sponsorship, awards will be capped at $20,000.00

LODGERS' TAX FUNDING APPLICATION

Received Date: 7/8/25- via email-TJC

Please check the box for which type of funding you seek.

- ☐ Marketing, and Police/Security, Fire and Sanitation services
- ☑ Sponsorship

Today's Date: 06/08/2025

Event Name: Roswell Daily Record's Roswell Incident Arial show Event Date: 07/03/2026

Organization: Roswell Daily Record Event Time: 9:00 pm

Event Address: Downtown Roswell City/State/ZIP: Roswell

Website: rdrroswellincident.co, Phone: 575-703-5180 Email: saralei@rdrroswellincident.com

Organizer: SaraLei Fajardo Mobile: 575-703-5180

Second Organizer: City of Roswell Mobile:

EVENT DETAILS

Estimated # Attending: information data not available Anticipated # of hotel rooms booked:

Last year's event (if this is not a first-time event, must attach proof)

of Attendees: information data not available # of hotel rooms booked:

Description of Event Logistics:

Partner with the City of Roswell for an Independence day Aerial show. An Aeriel Spectacle is a visually stunning drone light show designated to draw locals and visitors alike for an unforgettable evening of entrainment. Utilizing state-of-the-art drone technology, the event features hundreds of synchronized, LED-equipped drones performing choreographed aerial displays set to music. The show highlights regional culture, landmarks and themes through innovative sky-base story telling.
The event is family-friendly, free to the public and held in an open outdoor venue to encourage wide attendance and maximize tourism impact. Complementary attractions- such as Main Street Roswell's live music, local food vendors, UFO Museum, and Galaticon, will enhance the visitor experience and extend overnight stays. that is free to the public, that will be located in Downtown Roswell.

Sponsorship amount requested:	20,000.00

Permit #: _____

LODGERS' TAX FUNDING REQUEST

Any funding from Lodgers' Tax must follow the Lodgers' Tax Policy (PA0002). Please be sure you have read and understand the policy. **You must type out marketing budget plan in the fillable form below or attach as indicated below.** Please feel free to add additional pages, ad samples, artwork, etc. This is what is considered for approval. Any request not listed with this form is not considered for approval. Lodgers' Tax funds must be expended in accordance with the Lodgers' Tax Act for purposes of advertising, publicizing and promoting tourist-related attractions, facilities and events. Lodgers' Tax is funded by overnight stays in Roswell.

☐ Check here for First-time Event

List of eligible expenses for marketing: *Newspaper, Magazine, Radio, Television, Google Ads/ Paid Social Media, Digital Billboard, Vinyl Billboard, Posters, Flyers, Postcards, or other paid media.*

MARKETING BUDGET PLAN

Eligible Marketing Expenses *Please use and attach an additional sheet if more space is needed.*

Advertising Type	Placement/Vendor (specific):	Frequency/Run Dates:	Your Eligible Expense
Example: *Newspaper*	Example: *Dallas Morning News*	Example: *May 1-10, 2x 1/2 pg*	Example: *$700*
	Will be covered in advertisng/marketing request		

Note: All marketing must include "paid in part by City of Roswell Lodgers' Tax" logo and/or text to be eligible.

Other Eligible Expenses	Details (Source of Services / Service Employees Required / # of T-Shirts)	Your Eligible Expense
Police/Security		
Fire		
Clean-up/Sanitation		
T-Shirts (registered participant)		

TOTAL eligible expenses:	

EVENT DETAILS/SCORING

The definition of a Tourist means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax. Tourist-related events mean events that are planned for, promoted to and attended by tourists. *Lodgers' Tax Act Definitions {3-38-13 NMSA 1978}*

Please provide details of your event, along with any attachments that may help answer the specific questions below. The Occupancy Tax Board will score the event on a 100-point scale based on return on investment, historical performance, other economic impact, general attendance and event uniqueness.

Return on Investment (25 points): Detail the return on investment to the community based on tourism. Consider any additional Lodgers' Tax generated as a direct result of your organization or event, along with any estimated attendance from out-of-town visitors and estimated room nights in local lodging facilities.

This is the biggest tourism event of the year for Roswell, and we are a large part of it. We have participated in the planning and the execution of the event as an equal partner to the city, MainStreet, and the UFO Museum. We are asking for assistance to market our events and the free sponsored events to encourage tourism and make the visitors happy with alternative activities and fun, free events. The UFO Festival attendance is estimated at 20,000 by MainStreet over the three days including the direct counts of attendance of the UFO Museum at 9,123 and the Galacticon at 2974. MainStreet reports the following Information provided by Main Street America, via PacerAI: from June 30 - July 2, 2023 visitors over these 3 days were about 45,000 with a total of 56,400 visits meaning one out of four visitors came to the district 2 out of the 3 days of the festival (in Pacer data, each "visitor" can only "visit" once per day, so averaging 1.25 visits in a three-day period can only mean that some people were repeat visitors two or three, out of the three days.) 33 hotel nights were utilized by UFO/AlienFest entertainment. Hotels reported an occupancy rate of 45% to 100% during the weekend.

Source for detail provided: _____

Historical Performance (10 points): Include award dollars used, prior attendance and room nights.

2025 Joint Advertising Budget:

Local Newspaper:	Full page ads for UFO Festival Events	$2400	
	1/2 page ads for UFO Festival Events	1750	
Digital Billboard	30 days	1200	
On-line Website ads	30 days	800	ToTal inc tax = $6636
Radio Advertising	7 regional radio stations	$2000	
Billboard	in Roswell	$689	inc tax
Printed Signage	Galacticon & UFO Car	$432	inc tax

Award dollars previously used: 20,000.00

Prior year attendance: 2024 UFO Festival Attendance estimated by Mainstreet at 20,000 - Convention Center - ap 350

of overnight room nights booked: 2024 hotel nights for Galacticon - 45; nights for RDR - 12 plus visitor bookings

Estimated cost of service request from City Departments (not scored):

Co-sponsor of the City of Roswell

2024 figures are presented because 2025 statistics were not available by the Lodgers Tax Request deadline of 7/8/25.

in2024, Mainstreet Roswell reported the following:

City Personnel - $30 per hr x 5 x 5hrs = $750

Emergency Personnel - $55 per hr x 6 x 5hrs = $1650

Barrels - 10 x $2 = $20
Barricades - 10 x $10 = $100
Warning Signs - 15 x $10 = $150
Cones - 45 x $2 = $90

Galactiocn and RDR did not receive security or clean-up from the above services at the convention center which were included in the facility rental fees; but were part of the UFO Festival weekend.

Other Economic Impact (25 points): Additional Gross Receipts Tax generated as a direct result of your organization or event (restaurants, purchases in local stores).

We are positive that our involvement was important to the variety of events and activities offered the visitors to the UFO Festival weekend. The event is well attended due to this variety and the unique events we provide.

Among them are the free patriotic aerial Drone Show sponsored by the Roswell Daily Record and the City. This amazing display drew a huge crowd to the heart of the city to view the show. RDR also provided a newspaper supplement for visitors with details, bios and business information for the locals and tourists alike.

With the higher numbers of visitors, the overall economic impact of the UFO Festival and our events are greatly increased. This includes lodging, restaurants, entertainment locations and local merchants. This is a win for Roswell!

Attendance typee & transportation to Roswell: Locals, Tourist via automobile and air transport

Average daily spending on food/beverage: $100-$200

Source for data provide listed above: 2024 Survey Monkey results provided by Mainstreet

General Attendance of Event (10 points): Please consider both local and out-of-town attendees.

2025 results and attendance figures are not available for the LT deadline of July 8, 2025. We will use 2024 data where necessary. Data should be available in time for the OTB meeting.

The 2024 UFO Festival attendance was estimated at 20,000 over the three days including the direct counts of attendance of the UFO Museum, 9,123 and the Galacticon 2974.

MainStreet reported the following Information provided by Main Street America, via PacerAI: Last year from June 30 - July 2, 2023 visitors over these 3 days were about 45,000 with a total of 56,400 visits meaning one out of four visitors came to the district 2 out of the 3 days of the festival (in Pacer data, each "visitor" can only "visit" once per day, so averaging 1.25 visits in a three-day period can only mean that some people were repeat visitors two or three, out of the three days.) 33 hotel nights were utilized by UFO/AlienFest entertainment. Hotels reported an occupancy rate of 45% to 100% during the weekend.

10,000 Local

10,000 Outside

50 % of attendance from outside of Roswell

Source for data provided: Survey results by Mainstreet

Uniqueness of Event (30 points): What makes this event different from others?

The name 'Roswell' is known to the world for its UFO and Alien connection. We see that this is the hook for tourism and interest that boosts the economy of our community.

We are positive that our involvement was important to the variety of events and activities offered the visitors to the UFO Festival weekend. The event is well attended due to this variety and the unique events we provide. Among them are the free patriotic aerial Drone Show, the indoor vendor hall with outstanding sci-fi genre collectibles, art and authors row the two rooms of gaming tables for that huge demographic, and the attractions such as the Internet sensation "Flying Saucer Car" that was a huge success. All of this combines to keep the visitor in town longer and coming back next year.

With the higher numbers of visitors, the overall economic impact of the UFO Festival and our events are greatly increased. This includes lodging, restaurants, entertainment locations and local merchants.

Occupancy Tax Board Use Only

Return on Investment (25 points):		General Attendance (10 points):	
Historical Performance (10 points):		Uniqueness of Event (30 points):	
Other Economic Impact (25 points):		Total (100 points):	

OFFICIAL USE ONLY

OTB Date: _____ Finance Committee Date: _____ Council Date: _____

Last Day of Event: _____ Reimbursement Request Due Date (90 days from last day of event): _____

Finance Committee 27.
Meeting Date: 11/06/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider the recommendation of MainStreet Roswell for UFO Festival Lodgers' Tax Funding Request to City Council in the amount of $20,000 for marketing, sanitation, and security, and open negotiations with the City of Roswell for sponsorship. (Conyers)

BACKGROUND:
Initiated by: TJ Conyers

From their application: Roswell is known for the UFO / AlienFest event. This event and Roswell are known statewide, nationally, and internationally as the UFO Capital of the world. This was evident in the number of people who attended and the number of local and national news stations that covered the event, from the Alien car to the UFO Parade. It was great to the see the City of Roswell embrace the event and get in on the fun from merchants decorating their windows, wearing costumes, and inviting the overall public to have a nice cold drink of water. Pets were not left out with the annual Pet Costume contest held by the Galacticon to merchants putting out water on the sidewalk to hydrate our furry friends. Working collaboratively, the UFO Museum, MainStreet Roswell, Roswell Galacticon, Roswell Daily Record, Roswell Miniature Museum, Roswell Museum and the City of Roswell we were able to provide a unique experience that captured the essence of aliens and UFO's with a 7 block street festival, 2 stages, kid friendly fun such as the foam party, water slide & blow-ups in the Main Street district. This year, we added a car show and corn-hole competition. The Galacticon and Roswell Daily Record provided world-renowned speakers, vendors, hosted the Alien Car & sponsored the Drone Show, in coordination with the City of Roswell. Roswell Miniature Museum hosted the community created Trekstar installation using recycled materials. This event is unique due to the collaborative nature of the event that makes it an out of this world event!

3 years of Historical Lodgers' Tax Funding Data: Marketing, sanitation, and security
FY2023- Awarded $32,476.00- Expended $16,238.00 (old policy of 50% reimbursement)
FY2024- Awarded $100,000- Expended $88,741.01 (Collaboration between MSR and city)
FY2025- Awarded $20,000- Expended $20,000 (documentation for event due 8/6/2025)

Sponsorship
FY2024-Awarded $60,000- Expended $52,201.75
FY2025- Awarded $50,000- Expended- $50,000 (documentation for event due 8/6/2025)

FINANCIAL CONSIDERATION:
Funding Source: In the FY26 Adopted Budget line item 26224081 672828.
$20,000 for marketing, sanitation and security, and negotiations with the City of Roswell for sponsorship.

LEGAL REVIEW:
None at this time. The Legal Department will review the sponsorship agreement before signatures are collected.

BOARD AND COMMITTEE ACTION:
The Occupancy Tax board recommended (5-0) to award MainStreet Roswell for UFO Festival $20,000 for marketing and $20,000 in sponsorship at their July 22, 2025, meeting.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

MSR LT app

ROSWELL
New Mexico

ROSWELL
New Mexico
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LODGERS' TAX

APPLICATION AND INSTRUCTIONS

Events July 1, 2025 – June 30, 2026

Contact information for questions:

tourism@roswell-nm.gov

LODGERS' TAX GENERAL INFORMATION

The City of Roswell requires any organization or citizen seeking Lodgers' Tax (occupancy) funds from the city to make such a request through the city's application process and compliance with the City of Roswell's policies and procedures.

APPLICATION PROCESS

1. Lodgers' Tax Funding Request is submitted to tourism@roswell-nm.gov by deadline.
2. The city's Occupancy Tax Board reviews and provides recommendation to Finance Committee.
3. The Finance Committee reviews, approves or changes recommendation for City Council.
4. City Council awards, changes or denies funding request.

The role of the Occupancy Tax Board is to review applications for events that will bring out-of-town visitors to the City of Roswell and promote hotels stays. The board provides recommendation to the Finance Committee.

DEADLINES FOR FY26

1. Applications are to be submitted June 1, 2025 to July 8, 2025.
2. Applications will be considered at the Occupancy Tax Board meeting which will take place on July 15, 2025.

TYPES OF AWARDS AVAILABLE

Applicants may request awards for each of the following categories:

1. **Marketing.** The items listed below are generally acceptable expenses related to advertising:

    1. *Radio, television, newspaper, billboard or magazine advertisements*
    2. *Posters, brochures, flyers, postcards, or other marketing materials*
    3. *Postage for mailing of marketing materials*
    4. *Website, Facebook, or other internet paid advertising placement*
    5. *Free T-shirts for registration participants or attendees*
    6. *Police/Security, Fire and Sanitation services are recognized as eligible expenses within the Marketing category.*

2. **Sponsorship.** Sponsorships are available where the City and applicant wish to form a formal cooperative arrangement where the City holds an interest in the event and helps create the event. Sponsorships will be conditioned up MOUs or contracts subject to governing body approval.

The items listed below are generally *not acceptable expenses* unless part of a City sponsorship:

1. *Establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping furnishing or acquiring real property*
2. *Administrative, operational, or event manager costs (includes marketing firm services)*
3. *Costumes*
4. *Payments, other than placed advertisements, for entertainment*
5. *Equipment rental*
6. *Food or beverages (including water) provided for entertainment, judges, contestants, workers, or as hospitality*
7. *Gifts or in-kind expenses*
8. *Lodging or travel*
9. *Monetary awards*
10. *Programs given out during the event*
11. *Rent of facility*
12. *Thank-you advertisements after the event*

FUNDING LIMITS

Unless exempt from the Procurement Code or as part of a Sponsorship, awards will be capped at $20,000.00

LODGERS' TAX FUNDING APPLICATION

Received Date: 7/8/2025- via email-TJC

Please check the box for which type of funding you seek.

- ☑ Marketing, and Police/Security, Fire and Sanitation services
- ☑ Sponsorship

Today's Date: July 8, 2025

Event Name: UFO/ AlienFest Event Date: July 2 - 4, 2026

Organization: MainStreet Roswell Event Time: 6am - 11pm

Event Address: Main Street from 6th St. to Alameda Ave. City/State/ZIP: Roswell, NM 88202

Website: www.mainstreetroswell.org Phone: 575-914-8017 Email: director@mainstreetroswell.org

Organizer: Barbara Gomez Mobile: 575-626-8033

Second Organizer: Peggy Seskey Mobile: 575-208-8238

EVENT DETAILS

Estimated # Attending: 20k Anticipated # of hotel rooms booked: 85%

Last year's event (if this is not a first-time event, must attach proof)

of Attendees: 20k # of hotel rooms booked: 85%

Description of Event Logistics:

Use of the following locations:
Chaves County courthouse on the E, 400 block of Main Street
Pioneer Plaza, W, 400 block of Main Street
DeBremond parking lot at 1100 W. 11th Street
Street closures for event:
Main Street - 6th, 5th, 4th, 3rd, N. 1st, S 1st, Walnut and Alameda Avenue including cross streets to Richardson Avenue & Virginia Avenue. 2nd street will not be closed to East & West bound traffic.
Street closures for parade - Grand Avenue, College Avenue, Main & 13th, 12th, 11th 10th 9th, 8th, 7th, 6th, 5th, 4th, 3rd & 3rd Street.

Sponsorship amount requested:	$100.000

Permit #: _____

LODGERS' TAX FUNDING REQUEST

Any funding from Lodgers' Tax must follow the Lodgers' Tax Policy (PA0002). Please be sure you have read and understand the policy. **You must type out marketing budget plan in the fillable form below or attach as indicated below.** Please feel free to add additional pages, ad samples, artwork, etc. This is what is considered for approval. Any request not listed with this form is not considered for approval. Lodgers' Tax funds must be expended in accordance with the Lodgers' Tax Act for purposes of advertising, publicizing and promoting tourist-related attractions, facilities and events. Lodgers' Tax is funded by overnight stays in Roswell.

☐ Check here for First-time Event

List of eligible expenses for marketing: *Newspaper, Magazine, Radio, Television, Google Ads/ Paid Social Media, Digital Billboard, Vinyl Billboard, Posters, Flyers, Postcards, or other paid media.*

MARKETING BUDGET PLAN

Eligible Marketing Expenses *Please use and attach an additional sheet if more space is needed.*

Advertising Type	Placement/Vendor (specific):	Frequency/Run Dates:	Your Eligible Expense
Example: *Newspaper*	Example: *Dallas Morning News*	Example: *May 1-10, 2x 1/2 pg*	Example: *$700*
Posters, Flyers,	Southwest Print / or other printer	April 2026 - June 2026	6,000
Newspaper	Roswell Daily Record	June / July 2026	2000
Magazine	Roswell the Magazine	April / June 2026	2000
Social Media	FB, Google, Instagram, webpage, YouTube	April - July 2026	2000
Radio	Majestic Radio & area stations	April - July 2026	10,000
4 imprint	Swag items for scavenger hunt giveaway bags	July 2026	3,000

Note: All marketing must include "paid in part by City of Roswell Lodgers' Tax" logo and/or text to be eligible.

Other Eligible Expenses	Details (Source of Services / Service Employees Required / # of T-Shirts)	Your Eligible Expense
Police/Security	Crusader Protective services / street barricades	6000
Fire		
Clean-up/Sanitation	Roll-offs/ Porta potties/ sanitation	6500
T-Shirts (registered participant)	Anaya Prints / Moon Man printing (100) / Volunteer t-shirts	2000

TOTAL eligible expenses:	39,500

EVENT DETAILS/SCORING

The definition of a Tourist means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax. Tourist-related events mean events that are planned for, promoted to and attended by tourists. *Lodgers' Tax Act Definitions {3-38-13 NMSA 1978}*

Please provide details of your event, along with any attachments that may help answer the specific questions below. The Occupancy Tax Board will score the event on a 100-point scale based on return on investment, historical performance, other economic impact, general attendance and event uniqueness.

Return on Investment (25 points): Detail the return on investment to the community based on tourism. Consider any additional Lodgers' Tax generated as a direct result of your organization or event, along with any estimated attendance from out-of-town visitors and estimated room nights in local lodging facilities.

Information provided by Main Street America, via PacerAI: Last year from June 30 - July 2, 2023 visitors over these 3 days were about 45,000 with a total of 56,400 visits meaning one out of four visitors came to the district 2 out of the 3 days of the festival (in Pacer data, each "visitor" can only "visit" once per day, so averaging 1.25 visits in a three-day period can only mean that some people were repeat visitors two or three, out of the three days.) No Main Street America PacerAI available for 2024 as of this report.

International UFO Museum reported a total of 8,683 for the 4 day weekend. Thursday, 784, Friday, 2,712, Saturday, 3,540, Sunday 647. Reported a 13% decrease in count but a 2.4% increase in sales. Survey Monkey surveys were utilized in the MSR district - survey results were not available at the time of this report.

Analytics: Gender 49.65% male, 50.60% female

Source for detail provided: Survey Monkey, IUFO Museum, Blip

Historical Performance (10 points): Include award dollars used, prior attendance and room nights.

2024 - UFO was awarded $100,000 for Advertising
2024 - MainStreet Roswell was awarded a City of Roswell sponsorship of $60,000 to be used for overall festival entertainment and other activities not covered under City of Roswell Lodger's Tax policy.
2025 - Lodger's Tax - event was awarded $20,000
2025 - City of Roswell Sponsorship - $50,000

Information provided by Main Street America, via PacerAI: Last year from June 30 - July 2, 2023 visitors over these 3 days were about 45,000 with a total of 56,400 visits meaning one out of four visitors came to the district 2 out of the 3 days of the festival (in Pacer data, each "visitor" can only "visit" once per day, so averaging 1.25 visits in a three-day period can only mean that some people were repeat visitors two or three, out of the three days.)

26 hotel nights were utilized by the festival. Hotel reported an increase in occupancy rate.

Award dollars previously used: $60,000

Prior year attendance: 20K

of overnight room nights booked: 85%

Estimated cost of service request from City Departments (not scored):

City Personnel - $30 per hr x 5 x 5hrs = $750 / Emergency Personnel $55 per hr x 6 x 5hrs = $1650
Barrels - 10 X $2 each = $20 / Barricades $10 x 10 = $100 / Warning signs $10 x 15 = $150 / Cones $2 x 45 = $90

Other Economic Impact (25 points): Additional Gross Receipts Tax generated as a direct result of your organization or event (restaurants, purchases in local stores).

Gross receipts tax was generated as a direct result of people coming to the event.
With approximately 58% percent spending $100-$200 on food & beverages, 21% spending $200-$300, 13% spending $400+ on food & beverages. Hotels reported an occupancy rate of 45% to 100% during the weekend.
Merchants in the Main Street district reported increases in sales from 5% to $20%
Restaurants in the district reported increase in sales due to traffic.

Attendance typee & transportation to Roswell: Tourist & locals/ cars/ flight

Average daily spending on food/beverage: $100- $200

Source for data provide listed above: Survey QR code

General Attendance of Event (10 points): Please consider both local and out-of-town attendees.

Approx. 20,000 attendees. Tourists visited the UFO Museum and were counted, many took the Survey Monkey accounting for approximately 10,000 people. Many locals attended but did not take surveys which accounted for approximately another 10,000 visitors for the weekend.

International UFO Museum reported a total of 9,123 for the 3 day weekend. Day 1 - 2,829, Day 2 - 3,570, Day 3 -2,724. Survey Monkey surveys were utilized in the MSR district. Surveys were not available by July 8, 2025.

Analytics: Gender 49.65% male, 50.60% female

10000 Local

10000 Outside

50% % of attendance from outside of Roswell

Source for data provided: Surveys

Uniqueness of Event (30 points): What makes this event different from others?

Roswell is known for the UFO / AlienFest event. This event and Roswell are known statewide, nationally and internationally as the UFO Capital of the world. This was evident in the number of people who attended and the number of local and national news stations that covered the event from the Alien car to the UFO Parade. It was great to the see the City of Roswell embrace the event and get in on the fun from merchants decorating their windows, wearing costumes and inviting the overall public to have a nice cold drink of water. Pets were not left out with the annual Pet Costume contest held by the Galacticon to merchants putting out water on the sidewalk to hydrate our furry friends. Working collaboratively, the IUFO Museum, MainStreet Roswell, Roswell Galacticon, Roswell Daily Record, Roswell Miniature Museum, Roswell Museum and the City of Roswell we were able to provide a unique experience that captured the essence of aliens and UFO's with a 7 block street festival, 2 stages, kid friendly fun such as the foam party, water slide & blow-ups in the Main Street district. This year we added a car show and corn-hole competition. The Galacticon and Roswell Daily Record provided world renowned speakers, vendors, hosted the Alien Car & sponsored the Drone Show, in coordination with the City of Roswell. Roswell Miniature Museum hosted the community created Trekstar installation using recycled materials.
This event is unique due the collaborative nature of the event that makes it out of this world event!

Occupancy Tax Board Use Only

Return on Investment (25 points):		General Attendance (10 points):	
Historical Performance (10 points):		Uniqueness of Event (30 points):	
Other Economic Impact (25 points):		Total (100 points):	

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OTB Date: 7/22/2025 Finance Committee Date: 8/7/2025 Council Date: 8/14/2025

Last Day of Event: 7/5/2026 Reimbursement Request Due Date (90 days from last day of event): 10/5/2026