REGULAR MEETING
CITY OF ROSWELL COUNCIL - AGENDA
THURSDAY, APRIL 10, 2025
Chaves County Administrative Center
Commission Chambers - #1 St. Mary's Place
Roswell, New Mexico 88203

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution No. 24-23. Except for emergency matters, the City Council shall take action only on the specific items listed on the Agenda.

APRIL 10, 2025 6:00 p.m.

MAYOR - Timothy Z. Jennings

Ward 1	Ward II	Ward III	Ward IV	Ward V
Cristina A. Arnold	Juliana Halvorson	Edward L. Heldenbrand	Robert B. Corn	Angela G. Moore
Juan Oropesa	Will Cavin	Christopher Cortez	Darrell Johnson	Carlos Marrujo, Jr.

WELCOME! We are very glad you have joined us for the Roswell City Council meeting. If you wish to speak, please sign up prior to 6:00 p.m. In compliance with Resolution 24-23, all matters listed under Consent Items/Consent Agenda are considered routine by the City Council and will be approved by one motion. There will be no separate discussion on these items. If any member of the council desires to discuss the matter, that item will be removed from the consent agenda and will be considered separately. Any item approved as part of the consent agenda is not an agenda item for the purpose of public participation. The Council is pleased to hear relevant comments; however, a 3-minute limit is set in accordance with Resolution 17-65 (Governing Body Rules of Order). Large groups are asked to name a spokesperson. Robert's Rules of Order govern the conduct of the meeting. "THANK YOU" for participating in your City Government.

OPENING CEREMONIES

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

1. Approval of agenda - approve the agenda for the April 10, 2025, Regular City Council Meeting. (Halvorson/Martinez)

2. Approval of consent agenda - approve the consent agenda for the April 10, 2025, Regular City Council Meeting. (Halvorson/Martinez)

CONSENT ITEMS ***(items 3-18 will be approved at the time of the approval of the consent agenda)***

3. Approval to authorize National Champion Air Races for a one (1) year lease agreement beginning April 1, 2025, and ending March 31, 2026, for Building 100 at the Roswell Air Center. (Heldenbrand/Sanchez)pg. 3

4. Approval to authorize BS International for a one (1) year lease agreement beginning April 1, 2025, and ending March 31, 2026, for building 117 at the Roswell Air Center. (Heldenbrand/Sanchez)pg. 24

5. Approval to authorize AerSale for a ten (10) year lease agreement beginning April 1, 2025, and ending March 31, 2035 for Hangar 85 and Building 240 at the Roswell Air Center. (Heldenbrand/Sanchez)pg. 45

6. Approval to authorize NM Youth Challenge to enter a 30-year lease agreement due to the significant valued activities to our community and airport therefore this is an in-kind lease which meets the criteria of the FAA. (Heldenbrand/Sanchez)pg. 84

7. Consider authorization for repair of Waste Water Treatment Plant MRAS Basin Pedestrian Bridge to Smith Co Construction for $66,146.05 which includes GRT. (Corn/Steward) pg. 104

8. Consider recommending authorization for approval to issue a purchase order in the amount of $262,661.55 for the purchase of three SCBA compressors from Municipal Emergency Services. **(Corn/Chavez)** pg. 110

9. Consider recommending authorization for approval to issue a purchase order in the amount of $740,030.00 for the purchase of one Class-A HME pumper from Municipal Emergency Services. (Corn/Chavez) pg. 124

10. Consider recommending approval to issue a purchase order in the amount of $357,340.88 to Howe Medical for the purchase of eight (8) New Lifepak 35 cardiac monitors. (Corn/Chavez) pg 132

11. Consider recommending authorization for ratification of change order in the amount of $1,578,283.30 to increase PO 22501369 for Museum disaster recovery remediation inclusive of building, contents, and art and historical objects from current amount of $850,000 to a new amount of $2,428,283.30. (Corn/Brooks) pg. 136

12. Resolution 25-20 - adoption of Resolution 25-20 approving budget adjustment for the fiscal year ending June 30, 2025. (Corn/Gomez) pg. 151

Resolution(s)

13. Resolution 25-17: adoption of Resolution 25-17 to dispose of certain surplus personal property listed on the attachment. **(Corn/Gomez)** pg. 154

14. Resolution 25-18 Weeds - Adoption of Resolution 25-18: Shall mandate the cleanup of approximately sixteen (16) separate properties within the City. (Heldenbrand/Franco) pg. 157

15. Resolution 25-19 Condemnations - adoption of Resolution 25-19 the Resolution shall require the removal or demolition of four (4) dilapidated structures. (Heldenbrand/Franco)pg. 162

Minutes

16. Approval of the minutes from the Regular City Council Meeting on March 13, 2025. (Halvorson/Martinez) pg. 170

17. Approval of the minutes from the Special City Council Meeting on March 18, 2025. (Halvorson/Martinez) pg. 180

18. Approval of the minutes from the Special City Council Meeting on March 28, 2025. (Halvorson/Martinez) pg. 184

NON-ACTION ITEMS (Information Items)

19. NetSuite for Government ERP Presentation (Toni Gomez)

20. Air Center Updates (Bobbi Thompson)

21. Recognition of Becky Hicks and Roswell Transit for earning the New Mexico Grants for Rural Areas Program Transit System of the Year Award (Chad Cole)

22. Employee Out-of-state Travel pg. 188

PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS

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

PUBLIC HEARING(S)

23. APPLICATION FOR CASE VAC-25-0007: Request Vacation of East 9th Street 60' wide Public Right-of-Way (ROW) from N Main Street to N Virginia Avenue; and vacate adjacent north & south alleys from 8th St to south of 10th St from Public Rights-of-Way and convert to 25' Public Utility and Reciprocal Access Easements for Infill Development in the C-2 Community Commercial & I-1 Light Industrial Zoning Districts. (Halvorson/Hildreth)pg. 191

Appeal Hearing(s)

24. CASE ZOC-25-0003 - Hold a public hearing on an appeal on Zoning Case ZOC-25-0003.Request for Zone Change from R-2 Residential to RVP Recreational Vehicle Park for 3.3-acres at address to be assigned as 1507 S Sunset Ave. Legal Description: Subd: SUNSET VILLA A Block: 0 Lot: 1 THRU 9 AND:- Lot: 12 THRU 18 , S: 8 T:11S R: 24E DOC# 202403751 QCD (Halvorson/Hildreth)pg. 240

NEW BUSINESS / REGULAR ITEMS

25. Consider recommending approval of a 5-year contract in the total amount of $496,350.00 with Paladin Drones. **(Corn/Lt. Fry)** pg. 289

26. Approval of Mayor Jennings' recommendations of appointments to the Cemetery Board as follows: (Halvorson/Martinez) pg. 335

    - Position 1 - Heidi Huckabee
        - 1st Term (April 11, 2025 - March 31, 2027)

CITY MANAGER REPORTS/ANNOUNCEMENTS
(Information Only)

27. Administratively Executed Leases March / April 2025 pg. 337

Adjournment

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 as soon as possible. Public documents, including the agenda and minutes can be provided in various accessible formats. Please contact the City Clerk at 575-624-6700 if a summary of other type of accessible format is needed.
Printed and posted: April 4, 2025
To watch the City Council Meeting live from your computer, tablet or smartphone go to https://www.youtube.com/@CityofRoswellNM/featured. You can also go to www.roswell-nm.gov, then click on the YouTube link on the banner on the right side of the screen.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 3.
Meeting Date: 04/10/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Approval to authorize National Champion Air Races for a one (1) year lease agreement beginning April 1, 2025, and ending March 31, 2026, for Building 100 at the Roswell Air Center. (Heldenbrand/Sanchez)

BACKGROUND:
Initiated by: Michelle Sanchez

NCAR requests to enter a one (1) year lease for Building 100, consisting of 5,520 square feet of useable space, more or less, located at the Roswell Air Center, commencing April 1, 2025, and ending March 31, 2026.

FINANCIAL CONSIDERATION
Tenant agrees to pay to Landlord as annual rent for building 100, the sum of ($24,840.00), payable in 12 monthly installments of $2,070.00.

LEGAL REVIEW:
Has been sent to City Attorney for review.

BOARD AND COMMITTEE ACTION:
Legal Committee recommended approval 4-0 at their meeting on March 27, 25.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

NCAR Lease

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 1st day of April 2025 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord", National Championship Air Races, as individual, hereinafter "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

Building 100, consisting of 5,520 square feet, more or less, located at the Roswell Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A") Premises).

2. TERM. The Lease term is for one (1) year commencing on April 1, 2025 and ending March 31, 2026 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of twenty-four thousand eight hundred forty dollars and no cents ($24.840.00) annum, payable in 12 monthly installments of $2,070.00. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set offset any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant has paid $2,070.00 in advance as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward
    a. Payment for rent or penalties due Landlord
    b. Reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises
    c. The cost of removal of any hazardous material not properly disposed of by Tenant.

    Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration

of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. GENERAL.
    a. Priority.
        i. Safety and security are the Airport's first priorities. All personnel working and doing business on Airport property must comply with Airport Rules and Regulations at all times and model the significance of safety and security for co-workers, passengers, and members of the public.
    b. Definition of Restricted Area.
        i. For the purpose of this Lease, any area on Airport property, whether within a building, in the terminal or on the ramp or airfield area, including but not limited to all Secured Areas, Sterile Areas, Restricted Areas, and the Air Operations Area (AOA), shall be referred to collectively as the "Restricted Area."
    c. Airport Security Program.
        i. This lease includes the non-Sensitive Security Information (SSI) requirements set forth in the Airport Security Program (ASP) issued by the Director under 49 C.F.R. 1542.
    d. Enforcement.
        i. Any person who violates or compromises Airport security, or creates or engages or participates in any unsafe, unsecure, or hazardous condition or activity at the Airport may have his/her access privileges immediately revoked on a temporary or permanent basis at the sole discretion of the Airport. Any person or entity responsible in whole or in part for any security violation shall also be responsible for any resulting cost, including but not limited to any fine imposed by a regulatory agency or remediation of property damage or personal injury.
    e. Federal, State, and/or Local Laws or Regulations –
    Every Person using the Airport shall comply with all Federal, State, and/or Local Laws, Airport Rules and Regulations, Tenant Directives, and/or decisions, including those of executive, legislative or judicial agencies or bodies, now or hereafter in effect, and applicable to the Person's use of the Airport.
        i. Every Roswell Air Center tenant, and/or lessee, or any other Person doing business with the Airport, shall comply with all federal, state, and/or local laws, airport rules and regulations, tenant directives and/or decisions; including those of executive, legislative, or judicial agencies or bodies, now or hereafter in effect, and applicable to that tenant's, lessee's, or other Person's operations at the Airport.
    f. Safety and Security Regulations – Adherence to Airport Security Directions.

i. All Persons will obey lawful orders and directions of Airport Security Coordinator, Roswell Police Officers, or other Persons responsible for insuring compliance with these Rules and Regulations. All orders or directions will be consistent with the Airport Security Program, Rules and Regulations, and applicable state, federal and local laws.

g. The Airport is operated under 49 CFR Part 1542 (Airport Security) and 14 CFR Part 139 (Airport Certification)
   i. The Tenant will comply with all applicable requirements of the Airport Security Program, Airport Certification Manual, and Airport Emergency Plan. Upon written notice from Airport, Tenant will, at its sole expense, promptly correct any violation or omission under the Airport Security Program or Airport Certification Manual within the time specified in the notice.
   ii. The Tenant will coordinate any Airport security matter with the Airport Security Coordinator or their designee.

The Tenant will coordinate any Airport security matter with the Airport Security Coordinator or their designee.

6. CONDITION OF PREMISES. Tenant accepts the Premises as is, in its present condition. Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

7. MAINTENANCE.
   a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.
   b. Further, Tenant shall maintain and replace when necessary the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises.
   c. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed,

Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

8. TAXES, LICENSES AND UTILITIES. During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.

9. PERSONAL PROPERTY AND FIXTURES OF TENANT. All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.

10. EQUIPMENT AND IMPROVEMENTS.
    a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. In addition, Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.
    b. Tenant shall obtain written consent from Landlord prior to making or permitting any major additions, alterations or improvements on the Premises (including but not limited to, modification to any security boundary wall or fence, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in). Landlord may withhold consent in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof. Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof does not offset against any amounts claimed by

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Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein-including snow clearance.

11. INSURANCE.

a. a. Landlord will provide fire and extended coverage to the Premises during the term of the Lease. Tenant agrees to reimburse Landlord for insurance premium based upon the pro-rata per square foot cost attributable to the Premises as determined and billed by Landlord. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the premises that does not belong to Landlord.

b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance (Exhibit B) in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

12. DAMAGE OR DESTRUCTION OF PREMISES.

a. In the event the Premises suffers damage by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and during repairs. Proportionate rent reduction is based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.

b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to:

    i. Repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 12(a) during the period of such repair, reconstruction or restoration.

ii. Give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified. With such notice, Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business, carried on by Tenant in the Premises, up to the date of such termination.

c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.

d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

13. LIABILITY. Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss, which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord's Agents.

14. CONDEMNATION OR GOVERNMENTAL TAKING. In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect. However, the amount of rent payable by

Tenant shall be reduced in the proportion of which the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

c. In the event of total or partial condemnation or taking of the leased Premises as previously mentioned, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord. Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate. The value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled because of such total or partial condemnation or taking.

15. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:
    a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default.
    b. Default in the observance of any of the Tenant's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of.
    c. Without further possibility of appeal or review:
        i. Be adjudicated bankrupt or insolvent.
        ii. Have a receiver or trustee appointed for all or substantially all of its business or assets.
        iii. Suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof.
    d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States

or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property.

e. Leave the Premises vacant or deserted for a period of ten (10) consecutive days without prior Landlord written consent.
f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, of fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

16. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:
    a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent.
    b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease.
    c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.
    d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.
    e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by

Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

17. LEGAL FEES. If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney's fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.

18. USE OF THE PREMISES. Security Responsibilities of Tenant, Tenant Employees and Other Persons.
    a. No person may:
        i. Tamper, interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper, interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.
        ii. Enter, or be present within, a Secured Area, AOA, SIDA, or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.
        iii. Use, allow to be used, or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or Vehicles in Secured Areas, AOAs, or SIDAs in any other manner than that for which it was issued by the Airport Authority.
    b. Security Badges
        i. Airport ID Badge
            1. Persons who work or do business on Airport property on a permanent or long-term (longer than 30 days) basis must have an Airport-issued identification in the form of an Airport ID badge. An individual holding an Airport ID badge may also be referred to as "badged personnel."
        ii. Airport ID Badge Holder and Tenant Security Responsibilities / Access Control Procedures
            1. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other

businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.

c. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.
d. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.
e. Tenants and tenant employees are responsible for controlling access to doors, gates and other passageways between the AOA and the landside of the airport through their lease areas.
f. A breach in security caused by a tenant or tenant employee that results in a TSA, Airport Security Coordinator, or Airport Director finding of negligence will be cause to review, suspend, or withdraw access privileges, impose additional training requirements and/or impose other penalties as provided by these Rules and Regulations and the Airport Security Program.
g. Tenant shall use the Leased Premises solely for the purpose of_____, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. The Roswell City Code shall bind tenant or as may be amended from time to time and all applicable policies and procedures of the Roswell Air Center (ROW).
h. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the leased premises or contaminated the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend , indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including:
    i. Environmental claims.

ii. Environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials.

iii. Liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

i. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of any thing which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

j. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the ROW's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

19. NONDISCRIMINATION PROVISIONS. Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. DOMINANT PROVISIONS. The parties acknowledge that the Leased Premises are a part of the Roswell Air Center and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above-described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. ACCESS TO INSPECTION OF PREMISES. Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises.

23. HOLDOVER. In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. INTERPRETATION OF LEASE AGREEMENT. Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

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

26. NOTICES.
    a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

    b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

National Championship Air Races
5301 Longley Ln, Bldg. D, Ste. 153
Reno, NV 89511

27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary

consent to or approval of any subsequent similar act.

29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement, default, or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. TERMINATION. This lease may be terminated by either party by giving thirty (30) days written notice.

31. ENTIRE AGREEMENT AND AMENDMENT. The parties intend this writing as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated here2n. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

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LEASE AGREEMENT

IN WITNESS WHEREOF, this Lease Agreement is executed this _____day of April 2025.

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

CITY SEAL

_____
Timothy Z Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

TENANT:
National Championship Air Races

_____
Tony Logotelta, President

DRAFT

LEASE AGREEMENT

EXHIBIT A Premises



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LEASE AGREEMENT

EXHIBIT B Insurance

1. MINIMUM SCOPE OF INSURANCE

a. **National Championship Air Races** shall procure and maintain for the duration of the contracts the following minimum insurance against claims for injuries to persons or damages to property which may arise from or in connections with the performance of the Work herein and the results of the Work by **National Championship Air Races** agents, representatives, employees or subcontractors (check all that apply):

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

☒ II. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if **Company Name** has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **$1,000.000.00** per accident for bodily injury and property damage.

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

IV. **Professional Liability (Errors and Omissions):** Insurance appropriate to **National Championship Air Races** profession, with limit no less than **$1,000,000.00** per occurrence or claim, **$2,000,000.00** aggregate.

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

b. **National Championship Air Races** maintains broader coverage and/or higher limits than the minimum shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by **National Championship Air Races**.

2. **ADDITIONAL INSURED STATUS**

The City, its council members, officials, officers, employees, agents, and volunteers are to be coverage as additional insured on the CGL policy with respect to liability arising out of the Work performed by or on behalf of **National Championship Air Races**, including materials, parts or equipment furnished in connection with the Work. General Liability coverage can be provided in the form of an endorsement to **National Championship Air Races** insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10,0CG 20 26, CG 20 33, CG 20 38, CG 20 37 form is later revisions used)

3. **PRIMARY COVERAGE**

For any claims related to this Agreement, **National Championship Air Races** insurance shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its council members, officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its council members, officials, officers, employees, agents, and volunteers shall be excess of **National Championship Air Races** insurance and shall no contribute to it.

4. **NOTICE OF CANCELLATION**

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

5. **WAIVER OF SUBROGATION**

National Championship Air Races hereby grants to the City a waiver of any rights to subrogation, which any of **National Championship Air Races** insurers may acquire against the City by virtue of the payment of any loss under such insurance. **National Championship Air Races** agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the city has received a waiver of subrogation endorsement for the insurer.

6. **SELF INSURED RETENTIONS**

Self-insured retentions must be declared to and approved by the City. The City may require **National Championship Air Races** to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses with the retention.

7. **ACCEPTABILITY OF INSURERS**

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

8. **CLAIMS MADE POLICIES**

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

i. The Retroactive Date must be shown, and must be before the Effective Date of this Agreement or the beginning of the Work hereunder.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Work.

iii. If coverage is canceled or not renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, **National Championship Air Races**

iv. Must purchase "extended reporting" coverage for a minimum of five years after completion of the Work.

9. **VERIFICATION OF COVERAGE**

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

10. **SPECIAL RISKS OR CIRCUMSTANCES**

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

DRAFT

Regular City Council Meeting 4.
Meeting Date: 04/10/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Approval to authorize BS International for a one (1) year lease agreement beginning April 1, 2025, and ending March 31, 2026, for building 117 at the Roswell Air Center. (Heldenbrand/Sanchez)

BACKGROUND:
Initiated by: Michelle Sanchez

BS International requests to enter a one (1) year lease for Building 117 consisting of 5,000 square feet of useable space, more or less, located at the Roswell Air Center, commencing April 1, 2025, and ending March 31, 2026.

FINANCIAL CONSIDERATION
Tenant agrees to pay to the Landlord as annual rent for Building 117 the sum of (22,500.00), payable in 12 monthly installments of $1,875.00.

LEGAL REVIEW:
The lease has been sent to City Attorney.

BOARD AND COMMITTEE ACTION:
Legal Committee recommended approval 4-0 at their meeting on March 27, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

BS International Lease

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 1st day of April 2025 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord", BS International LLC, as individual, hereinafter "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

Building 117, consisting of 5,000 square feet, more or less, locate4d at the Roswell Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for one (1) year commencing on April 1, 2025 and ending March 31, 2026 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of twenty-one thousand three hundred twelve dollars and no cents ($22,500.00) annum, payable in 12 monthly installments of $1,875.00. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set offset any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant has paid $1,875.00 in advance as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward
    a. Payment for rent or penalties due Landlord
    b. Reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises
    c. The cost of removal of any hazardous material not properly disposed of by Tenant.

    Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration

of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. GENERAL.
    a. Priority.
        i. Safety and security are the Airport's first priorities. All personnel working and doing business on Airport property must comply with Airport Rules and Regulations at all times and model the significance of safety and security for co-workers, passengers, and members of the public.
    b. Definition of Restricted Area.
        i. For the purpose of this Lease, any area on Airport property, whether within a building, in the terminal or on the ramp or airfield area, including but not limited to all Secured Areas, Sterile Areas, Restricted Areas, and the Air Operations Area (AOA), shall be referred to collectively as the "Restricted Area."
    c. Airport Security Program.
        i. This lease includes the non-Sensitive Security Information (SSI) requirements set forth in the Airport Security Program (ASP) issued by the Director under 49 C.F.R. 1542.
    d. Enforcement.
        i. Any person who violates or compromises Airport security, or creates or engages or participates in any unsafe, unsecure, or hazardous condition or activity at the Airport may have his/her access privileges immediately revoked on a temporary or permanent basis at the sole discretion of the Airport. Any person or entity responsible in whole or in part for any security violation shall also be responsible for any resulting cost, including but not limited to any fine imposed by a regulatory agency or remediation of property damage or personal injury.
    e. Federal, State, and/or Local Laws or Regulations –
    Every Person using the Airport shall comply with all Federal, State, and/or Local Laws, Airport Rules and Regulations, Tenant Directives, and/or decisions, including those of executive, legislative or judicial agencies or bodies, now or hereafter in effect, and applicable to the Person's use of the Airport.
        i. Every Roswell Air Center tenant, and/or lessee, or any other Person doing business with the Airport, shall comply with all federal, state, and/or local laws, airport rules and regulations, tenant directives and/or decisions; including those of executive, legislative, or judicial agencies or bodies, now or hereafter in effect, and applicable to that tenant's, lessee's, or other Person's operations at the Airport.
    f. Safety and Security Regulations – Adherence to Airport Security Directions.

i. All Persons will obey lawful orders and directions of Airport Security Coordinator, Roswell Police Officers, or other Persons responsible for insuring compliance with these Rules and Regulations. All orders or directions will be consistent with the Airport Security Program, Rules and Regulations, and applicable state, federal and local laws.

g. The Airport is operated under 49 CFR Part 1542 (Airport Security) and 14 CFR Part 139 (Airport Certification)
   i. The Tenant will comply with all applicable requirements of the Airport Security Program, Airport Certification Manual, and Airport Emergency Plan. Upon written notice from Airport, Tenant will, at its sole expense, promptly correct any violation or omission under the Airport Security Program or Airport Certification Manual within the time specified in the notice.
   ii. The Tenant will coordinate any Airport security matter with the Airport Security Coordinator or their designee.

The Tenant will coordinate any Airport security matter with the Airport Security Coordinator or their designee.

6. CONDITION OF PREMISES. Tenant accepts the Premises as is, in its present condition. Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

7. MAINTENANCE.
   a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.
   b. Further, Tenant shall maintain and replace when necessary the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises.
   c. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed,

Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

8. TAXES, LICENSES AND UTILITIES. During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.

9. PERSONAL PROPERTY AND FIXTURES OF TENANT. All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.

10. EQUIPMENT AND IMPROVEMENTS.
    a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. In addition, Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.
    b. Tenant shall obtain written consent from Landlord prior to making or permitting any major additions, alterations or improvements on the Premises (including but not limited to, modification to any security boundary wall or fence, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in). Landlord may withhold consent in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof. Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof does not offset against any amounts claimed by

Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein-including snow clearance.

11. INSURANCE.

a. a. Landlord will provide fire and extended coverage to the Premises during the term of the Lease. Tenant agrees to reimburse Landlord for insurance premium based upon the pro-rata per square foot cost attributable to the Premises as determined and billed by Landlord. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the premises that does not belong to Landlord.

b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance (Exhibit B) in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

12. DAMAGE OR DESTRUCTION OF PREMISES.

a. In the event the Premises suffers damage by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and during repairs. Proportionate rent reduction is based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.

b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to:

    i. Repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 12(a) during the period of such repair, reconstruction or restoration.

ii. Give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified. With such notice, Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business, carried on by Tenant in the Premises, up to the date of such termination.

c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.

d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

13. LIABILITY. Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss, which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord's Agents.

14. CONDEMNATION OR GOVERNMENTAL TAKING. In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect. However, the amount of rent payable by

Tenant shall be reduced in the proportion of which the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

c. In the event of total or partial condemnation or taking of the leased Premises as previously mentioned, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord. Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate. The value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled because of such total or partial condemnation or taking.

15. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:
    a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default.
    b. Default in the observance of any of the Tenant's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of.
    c. Without further possibility of appeal or review:
        i. Be adjudicated bankrupt or insolvent.
        ii. Have a receiver or trustee appointed for all or substantially all of its business or assets.
        iii. Suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof.
    d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States

or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property.

e. Leave the Premises vacant or deserted for a period of ten (10) consecutive days without prior Landlord written consent.
f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, of fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

16. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:
    a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent.
    b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease.
    c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.
    d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.
    e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by

Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

17. LEGAL FEES. If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney's fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.

18. USE OF THE PREMISES. Security Responsibilities of Tenant, Tenant Employees and Other Persons.
    a. No person may:
        i. Tamper, interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper, interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.
        ii. Enter, or be present within, a Secured Area, AOA, SIDA, or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.
        iii. Use, allow to be used, or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or Vehicles in Secured Areas, AOAs, or SIDAs in any other manner than that for which it was issued by the Airport Authority.
    b. Security Badges
        i. Airport ID Badge
            1. Persons who work or do business on Airport property on a permanent or long-term (longer than 30 days) basis must have an Airport-issued identification in the form of an Airport ID badge. An individual holding an Airport ID badge may also be referred to as "badged personnel."
        ii. Airport ID Badge Holder and Tenant Security Responsibilities / Access Control Procedures
            1. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other

businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.

c. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.
d. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.
e. Tenants and tenant employees are responsible for controlling access to doors, gates and other passageways between the AOA and the landside of the airport through their lease areas.
f. A breach in security caused by a tenant or tenant employee that results in a TSA, Airport Security Coordinator, or Airport Director finding of negligence will be cause to review, suspend, or withdraw access privileges, impose additional training requirements and/or impose other penalties as provided by these Rules and Regulations and the Airport Security Program.
g. Tenant shall use the Leased Premises solely for the purpose of bottling water, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. The Roswell City Code shall bind tenant or as may be amended from time to time and all applicable policies and procedures of the Roswell Air Center (ROW).
h. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the leased premises or contaminated the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend , indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including:
    i. Environmental claims.

ii. Environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials.

iii. Liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

i. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of any thing which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

j. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the ROW's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

19. NONDISCRIMINATION PROVISIONS. Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. DOMINANT PROVISIONS. The parties acknowledge that the Leased Premises are a part of the Roswell Air Center and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above-described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. ACCESS TO INSPECTION OF PREMISES. Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises.

23. HOLDOVER. In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. INTERPRETATION OF LEASE AGREEMENT. Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

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

26. NOTICES.
    a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

    b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

BS International LLC
Street Address
Roswell, NM 88203

27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary

consent to or approval of any subsequent similar act.

29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement, default, or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. TERMINATION. This lease may be terminated by either party by giving thirty (30) days written notice.

31. ENTIRE AGREEMENT AND AMENDMENT. The parties intend this writing as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated here2n. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

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LEASE AGREEMENT

IN WITNESS WHEREOF, this Lease Agreement is executed this _____day of April 2025.

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

CITY SEAL

_____
Timothy Z Jennings, Mayor

ATTEST:

_____
Hessel Yntema, City Attorney

_____
Amalia Martinez, City Clerk

TENANT:
BS International LLC

_____
Luke Sanchez, Title

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LEASE AGREEMENT

EXHIBIT A Premises



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LEASE AGREEMENT

EXHIBIT B Insurance

1. MINIMUM SCOPE OF INSURANCE

a. **BS International LLC** shall procure and maintain for the duration of the contracts the following minimum insurance against claims for injuries to persons or damages to property which may arise from or in connections with the performance of the Work herein and the results of the Work by **BS International LLC** agents, representatives, employees or subcontractors (check all that apply):

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

☒ II. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if **BS International LLC** has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **$1,000.000.00** per accident for bodily injury and property damage.

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

IV. **Professional Liability (Errors and Omissions):** Insurance appropriate to **BS International's LLC** profession, with limit no less than **$1,000,000.00** per occurrence or claim, **$2,000,000.00** aggregate.

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

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b. **BS International LLC** maintains broader coverage and/or higher limits than the minimum shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by **Company Name**.

2. **ADDITIONAL INSURED STATUS**

The City, its council members, officials, officers, employees, agents, and volunteers are to be coverage as additional insured on the CGL policy with respect to liability arising out of the Work performed by or on behalf of **BS International LLC**, including materials, parts or equipment furnished in connection with the Work. General Liability coverage can be provided in the form of an endorsement to **BS International's LLC** insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10,0CG 20 26, CG 20 33, CG 20 38, CG 20 37 form is later revisions used)

3. **PRIMARY COVERAGE**

For any claims related to this Agreement, **BS International's LLC** insurance shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its council members, officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its council members, officials, officers, employees, agents, and volunteers shall be excess of **BS International's LLC** insurance and shall no contribute to it.

4. **NOTICE OF CANCELLATION**

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

5. **WAIVER OF SUBROGATION**

BS International hereby grants to the City a waiver of any rights to subrogation, which any of **BS International's LLC** insurers may acquire against the City by virtue of the payment of any loss under such insurance. **BS International LLC** agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the city has received a waiver of subrogation endorsement for the insurer.

6. **SELF INSURED RETENTIONS**

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

7. **ACCEPTABILITY OF INSURERS**

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

8. **CLAIMS MADE POLICIES**

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

i. The Retroactive Date must be shown, and must be before the Effective Date of this Agreement or the beginning of the Work hereunder.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Work.

iii. If coverage is canceled or not renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, **BS International LLC**

iv. Must purchase "extended reporting" coverage for a minimum of five years after completion of the Work.

9. **VERIFICATION OF COVERAGE**

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

10. **SPECIAL RISKS OR CIRCUMSTANCES**

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

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ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 5.
Meeting Date: 04/10/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Approval to authorize AerSale for a ten (10) year lease agreement beginning April 1, 2025, and ending March 31, 2035 for Hangar 85 and Building 240 at the Roswell Air Center. (Heldenbrand/Sanchez)

BACKGROUND:
Initiated by: Michelle Sanchez

AerSale requests to enter a ten (10) year lease for Hangar 85, consisting of 101,223 square feet, and Building 24,0 consisting of 16,286 square feet of useable space, more or less, located at the Roswell Air Center, commencing April 1, 2025, and ending March 31, 2035.

FINANCIAL CONSIDERATION
Tenant agrees to pay to Landlord as annual rent for Hangar 85, the sum of ($303,775.00), payable in 12 monthly installments of $25,314.58, and an annual rent for Building 240, the sum of ($16,286.00), payable in 12 monthly installments of $4,944.59.

LEGAL REVIEW:
Leases have been sent to City Attorney for review.

BOARD AND COMMITTEE ACTION:
Legal Committee recommended approval 4-0 at their meeting on 3/27/25.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Aersale Leases
Aersale Leases

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 1st day of April 2025 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord", City of Roswell IT department, as individual, hereinafter "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

Building No.92 consisting of 7,698 square feet, more or less, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for one (1) year commencing on April 1, 2025 and ending March 31, 2026 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of seventeen thousand three hundred twenty-one dollars and seventy-eight cents ($17,321.78) annum, payable in 12 monthly installments of $1.443.00. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set offset any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant has paid $0.00 in advance as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward
    a. Payment for rent or penalties due Landlord
    b. Reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises
    c. The cost of removal of any hazardous material not properly disposed of by Tenant.

    Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration

of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. GENERAL.
    a. Priority.
        i. Safety and security are the Airport's first priorities. All personnel working and doing business on Airport property must comply with Airport Rules and Regulations at all times and model the significance of safety and security for co-workers, passengers, and members of the public.
    b. Definition of Restricted Area.
        i. For the purpose of this Lease, any area on Airport property, whether within a building, in the terminal or on the ramp or airfield area, including but not limited to all Secured Areas, Sterile Areas, Restricted Areas, and the Air Operations Area (AOA), shall be referred to collectively as the "Restricted Area."
    c. Airport Security Program.
        i. This lease includes the non-Sensitive Security Information (SSI) requirements set forth in the Airport Security Program (ASP) issued by the Director under 49 C.F.R. 1542.
    d. Enforcement.
        i. Any person who violates or compromises Airport security, or creates or engages or participates in any unsafe, unsecure, or hazardous condition or activity at the Airport may have his/her access privileges immediately revoked on a temporary or permanent basis at the sole discretion of the Airport. Any person or entity responsible in whole or in part for any security violation shall also be responsible for any resulting cost, including but not limited to any fine imposed by a regulatory agency or remediation of property damage or personal injury.
    e. Federal, State, and/or Local Laws or Regulations –
    Every Person using the Airport shall comply with all Federal, State, and/or Local Laws, Airport Rules and Regulations, Tenant Directives, and/or decisions, including those of executive, legislative or judicial agencies or bodies, now or hereafter in effect, and applicable to the Person's use of the Airport.
        i. Every Roswell Air Center tenant, and/or lessee, or any other Person doing business with the Airport, shall comply with all federal, state, and/or local laws, airport rules and regulations, tenant directives and/or decisions; including those of executive, legislative, or judicial agencies or bodies, now or hereafter in effect, and applicable to that tenant's, lessee's, or other Person's operations at the Airport.
    f. Safety and Security Regulations – Adherence to Airport Security Directions.

i. All Persons will obey lawful orders and directions of Airport Security Coordinator, Roswell Police Officers, or other Persons responsible for insuring compliance with these Rules and Regulations. All orders or directions will be consistent with the Airport Security Program, Rules and Regulations, and applicable state, federal and local laws.

g. The Airport is operated under 49 CFR Part 1542 (Airport Security) and 14 CFR Part 139 (Airport Certification)
   i. The Tenant will comply with all applicable requirements of the Airport Security Program, Airport Certification Manual, and Airport Emergency Plan. Upon written notice from Airport, Tenant will, at its sole expense, promptly correct any violation or omission under the Airport Security Program or Airport Certification Manual within the time specified in the notice.
   ii. The Tenant will coordinate any Airport security matter with the Airport Security Coordinator or their designee.

The Tenant will coordinate any Airport security matter with the Airport Security Coordinator or their designee.

6. CONDITION OF PREMISES. Tenant accepts the Premises as is, in its present condition. Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

7. MAINTENANCE.
   a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.
   b. Further, Tenant shall maintain and replace when necessary the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises.
   c. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed,

Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

8. TAXES, LICENSES AND UTILITIES. During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.

9. PERSONAL PROPERTY AND FIXTURES OF TENANT. All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.

10. EQUIPMENT AND IMPROVEMENTS.
    a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. In addition, Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.
    b. Tenant shall obtain written consent from Landlord prior to making or permitting any major additions, alterations or improvements on the Premises (including but not limited to, modification to any security boundary wall or fence, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in). Landlord may withhold consent in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof. Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof does not offset against any amounts claimed by

Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein-including snow clearance.

11. INSURANCE.

a. a. Landlord will provide fire and extended coverage to the Premises during the term of the Lease. Tenant agrees to reimburse Landlord for insurance premium based upon the pro-rata per square foot cost attributable to the Premises as determined and billed by Landlord. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the premises that does not belong to Landlord.

b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance (Exhibit B) in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

12. DAMAGE OR DESTRUCTION OF PREMISES.

a. In the event the Premises suffers damage by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and during repairs. Proportionate rent reduction is based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.

b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to:

    i. Repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 12(a) during the period of such repair, reconstruction or restoration.

ii. Give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified. With such notice, Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business, carried on by Tenant in the Premises, up to the date of such termination.

c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.

d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

13. LIABILITY. Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss, which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord's Agents.

14. CONDEMNATION OR GOVERNMENTAL TAKING. In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect. However, the amount of rent payable by

Tenant shall be reduced in the proportion of which the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

c. In the event of total or partial condemnation or taking of the leased Premises as previously mentioned, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord. Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate. The value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled because of such total or partial condemnation or taking.

15. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:
    a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default.
    b. Default in the observance of any of the Tenant's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of.
    c. Without further possibility of appeal or review:
        i. Be adjudicated bankrupt or insolvent.
        ii. Have a receiver or trustee appointed for all or substantially all of its business or assets.
        iii. Suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof.
    d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States

or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property.

e. Leave the Premises vacant or deserted for a period of ten (10) consecutive days without prior Landlord written consent.
f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, of fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

16. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:
    a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent.
    b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease.
    c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.
    d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.
    e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by

Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

17. LEGAL FEES. If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney's fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.

18. USE OF THE PREMISES. Security Responsibilities of Tenant, Tenant Employees and Other Persons.
    a. No person may:
        i. Tamper, interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper, interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.
        ii. Enter, or be present within, a Secured Area, AOA, SIDA, or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.
        iii. Use, allow to be used, or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or Vehicles in Secured Areas, AOAs, or SIDAs in any other manner than that for which it was issued by the Airport Authority.
    b. Security Badges
        i. Airport ID Badge
            1. Persons who work or do business on Airport property on a permanent or long-term (longer than 30 days) basis must have an Airport-issued identification in the form of an Airport ID badge. An individual holding an Airport ID badge may also be referred to as "badged personnel."
        ii. Airport ID Badge Holder and Tenant Security Responsibilities / Access Control Procedures
            1. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other

businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.

c. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.
d. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.
e. Tenants and tenant employees are responsible for controlling access to doors, gates and other passageways between the AOA and the landside of the airport through their lease areas.
f. A breach in security caused by a tenant or tenant employee that results in a TSA, Airport Security Coordinator, or Airport Director finding of negligence will be cause to review, suspend, or withdraw access privileges, impose additional training requirements and/or impose other penalties as provided by these Rules and Regulations and the Airport Security Program.
g. Tenant shall use the Leased Premises solely for the purpose of IT maintenance, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. The Roswell City Code shall bind tenant or as may be amended from time to time and all applicable policies and procedures of the Roswell Air Center (ROW).
h. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the leased premises or contaminated the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend , indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including:
    i. Environmental claims.

ii. Environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials.
iii. Liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

i. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of any thing which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

j. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the ROW's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

19. NONDISCRIMINATION PROVISIONS. Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. DOMINANT PROVISIONS. The parties acknowledge that the Leased Premises are a part of the Roswell Air Center and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above-described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. ACCESS TO INSPECTION OF PREMISES. Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises.

23. HOLDOVER. In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. INTERPRETATION OF LEASE AGREEMENT. Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

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

26. NOTICES.
    a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

    b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

City of Roswell IT Department
39 Jennifer Lane
Roswell, NM 88203

27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary

consent to or approval of any subsequent similar act.

29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement, default, or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. TERMINATION. This lease may be terminated by either party by giving thirty (30) days written notice.

31. ENTIRE AGREEMENT AND AMENDMENT. The parties intend this writing as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated here2n. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

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LEASE AGREEMENT

IN WITNESS WHEREOF, this Lease Agreement is executed this _____day of April 2025.

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

CITY SEAL

_____
Chad Cole, City Manager

ATTEST:

_____
Hessel Yntema, City Attorney

_____
Amalia Martinez, City Clerk

TENANT:
City of Roswell IT Department

_____
Jeff Bechtel, IT Director

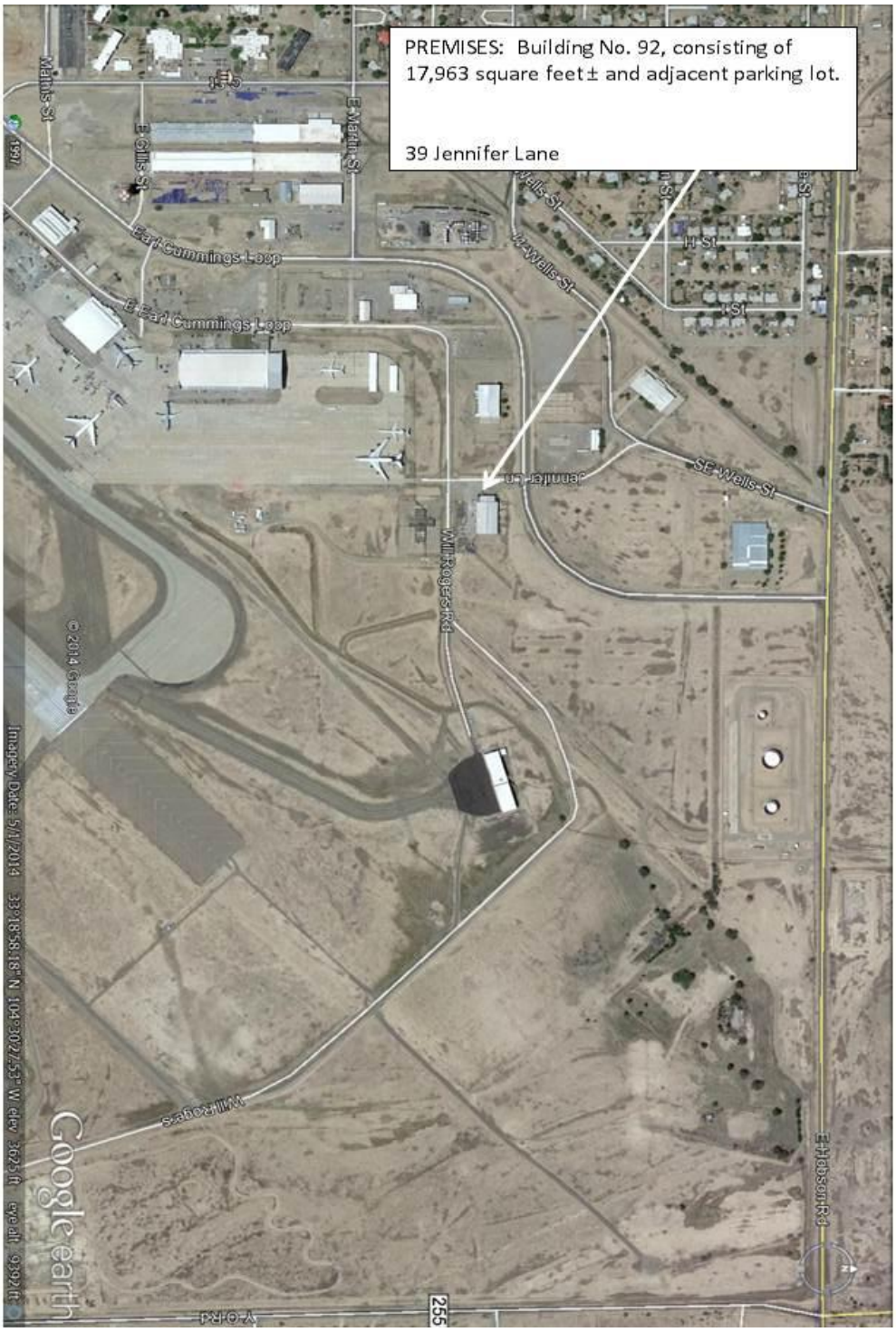


EXHIBIT A Premises

LEASE AGREEMENT

EXHIBIT B Insurance

1. MINIMUM SCOPE OF INSURANCE

a. **City of Roswell IT Department shall** procure and maintain for the duration of the contracts the following minimum insurance against claims for injuries to persons or damages to property which may arise from or in connections with the performance of the Work herein and the results of the Work by **City of Roswell IT Department** agents, representatives, employees or subcontractors (check all that apply):

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

☒ II. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if **City of Roswell IT Department has** no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **$1,000.000.00** per accident for bodily injury and property damage.

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

IV. **Professional Liability (Errors and Omissions):** Insurance appropriate to **City of Roswell IT Department's** profession, with limit no less than **$1,000,000.00** per occurrence or claim, **$2,000,000.00** aggregate.

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

b. **City of Roswell IT Department** maintains broader coverage and/or higher limits than the minimum shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by **City of Roswell IT Department**.

2. **ADDITIONAL INSURED STATUS**

The City, its council members, officials, officers, employees, agents, and volunteers are to be coverage as additional insured on the CGL policy with respect to liability arising out of the Work performed by or on behalf of **City of Roswell IT Department**, including materials, parts or equipment furnished in connection with the Work. General Liability coverage can be provided in the form of an endorsement to **City of Roswell IT Department's** insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10,0CG 20 26, CG 20 33, CG 20 38, CG 20 37 form is later revisions used)

3. **PRIMARY COVERAGE**

For any claims related to this Agreement, **City of Roswell IT Department's** insurance shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its council members, officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its council members, officials, officers, employees, agents, and volunteers shall be excess of **City of Roswell IT Department's** insurance and shall no contribute to it.

4. **NOTICE OF CANCELLATION**

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

5. **WAIVER OF SUBROGATION**

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

6. **SELF INSURED RETENTIONS**

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

7. **ACCEPTABILITY OF INSURERS**

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

8. **CLAIMS MADE POLICIES**

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

i. The Retroactive Date must be shown, and must be before the Effective Date of this Agreement or the beginning of the Work hereunder.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Work.

iii. If coverage is canceled or not renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, **City of Roswell IT Department**

iv. Must purchase "extended reporting" coverage for a minimum of five years after completion of the Work.

9. **VERIFICATION OF COVERAGE**

City of Roswell IT Department shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Section. All certificates and endorsements are to be received and approved by the City before the Work commences. Failure to obtain the required documents prior to commencement of the Work, however, shall not waive **City of Roswell IT Department's** obligations to provide them. The City reserves the right to require complete, certified copies of

all required insurance policies, including endorsements required by these specifications at any time.

10. **SPECIAL RISKS OR CIRCUMSTANCES**

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

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 1st day of April 2025 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord", AERSALE INC, as individual, hereinafter "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

Hangar No 85, consisting of 101,223 square-feet, more or less, the adjacent parking lot together with a parcel of land, consisting of 64,000 square-feet, more or less north of Hangar No. 85, located at the Roswell Air Center, identified on a plat attached hereto and made a part hereof, identified as Exhibit "A" (premises).

2. TERM. The Lease term is for TEN (10) years, commencing on April 1, 2025 and ending March 31, 2035 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of three hundred three thousand seven hundred and seventy-five dollars and no cents ($303,775.00) annum, payable in 12 monthly installments of $25,314.58 for the first year of lease. Each year thereafter, rent will be increased by 3.0% or the latest 12-month percentage change in CPI-U, (Consumer Price Index-U, and U.S. City Average) whichever is greater. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set offset any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant has paid in advance $1,870.00 as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward
    a. Payment for rent or penalties due Landlord
    b. Reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises
    c. The cost of removal of any hazardous material not properly disposed of by

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Tenant.

Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. GENERAL.
    a. Priority.
        i. Safety and security are the Airport's first priorities. All personnel working and doing business on Airport property must comply with Airport Rules and Regulations at all times and model the significance of safety and security for co-workers, passengers, and members of the public.
    b. Definition of Restricted Area.
        i. For the purpose of this Lease, any area on Airport property, whether within a building, in the terminal or on the ramp or airfield area, including but not limited to all Secured Areas, Sterile Areas, Restricted Areas, and the Air Operations Area (AOA), shall be referred to collectively as the "Restricted Area."
    c. Airport Security Program.
        i. This lease includes the non-Sensitive Security Information (SSI) requirements set forth in the Airport Security Program (ASP) issued by the Director under 49 C.F.R. 1542.
    d. Enforcement.
        i. Any person who violates or compromises Airport security, or creates or engages or participates in any unsafe, unsecure, or hazardous condition or activity at the Airport may have his/her access privileges immediately revoked on a temporary or permanent basis at the sole discretion of the Airport. Any person or entity responsible in whole or in part for any security violation shall also be responsible for any resulting cost, including but not limited to any fine imposed by a regulatory agency or remediation of property damage or personal injury.
    e. Federal, State, and/or Local Laws or Regulations –
    Every Person using the Airport shall comply with all Federal, State, and/or Local Laws, Airport Rules and Regulations, Tenant Directives, and/or decisions, including those of executive, legislative or judicial agencies or bodies, now or hereafter in effect, and applicable to the Person's use of the Airport.
        i. Every Roswell Air Center tenant, and/or lessee, or any other Person doing business with the Airport, shall comply with all federal, state, and/or local laws, airport rules and regulations, tenant directives and/or decisions; including those of executive, legislative, or judicial agencies or bodies,

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now or hereafter in effect, and applicable to that tenant's, lessee's, or other Person's operations at the Airport.

f. Safety and Security Regulations – Adherence to Airport Security Directions.
    i. All Persons will obey lawful orders and directions of Airport Security Coordinator, Roswell Police Officers, or other Persons responsible for insuring compliance with these Rules and Regulations. All orders or directions will be consistent with the Airport Security Program, Rules and Regulations, and applicable state, federal and local laws.
g. The Airport is operated under 49 CFR Part 1542 (Airport Security) and 14 CFR Part 139 (Airport Certification)
    i. The Tenant will comply with all applicable requirements of the Airport Security Program, Airport Certification Manual, and Airport Emergency Plan. Upon written notice from Airport, Tenant will, at its sole expense, promptly correct any violation or omission under the Airport Security Program or Airport Certification Manual within the time specified in the notice.
    ii. The Tenant will coordinate any Airport security matter with the Airport Security Coordinator or their designee.

The Tenant will coordinate any Airport security matter with the Airport Security Coordinator or their designee.

6. CONDITION OF PREMISES. Tenant accepts the Premises as is, in its present condition. Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

7. MAINTENANCE.
    a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.
    b. Further, Tenant shall maintain and replace, when necessary, the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises. Roof and exterior walls are the responsibility of landlord. Everything else is the tenants responsibility.
    c. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by

Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed, Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

8. TAXES, LICENSES AND UTILITIES. During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.

9. PERSONAL PROPERTY AND FIXTURES OF TENANT. All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.

10. EQUIPMENT AND IMPROVEMENTS.
    a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. In addition, Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.
    b. Tenant shall obtain written consent from Landlord prior to making or permitting any major additions, alterations or improvements on the Premises (including but not limited to, modification to any security boundary wall or fence, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in). Landlord may withhold consent in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof. Tenant shall indemnify

and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof does not offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein-including snow clearance.

11. INSURANCE.

a. a. Landlord will provide fire and extended coverage to the Premises during the term of the Lease. Tenant agrees to reimburse Landlord for insurance premium based upon the pro-rata per square foot cost attributable to the Premises as determined and billed by Landlord. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the premises that does not belong to Landlord.

b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance (Exhibit B) in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

12. DAMAGE OR DESTRUCTION OF PREMISES.

a. In the event the Premises suffers damage by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and during repairs. Proportionate rent reduction is based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.

b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to:

i. Repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 12(a) during the period of such repair, reconstruction or restoration.

ii. Give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified. With such notice, Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business, carried on by Tenant in the Premises, up to the date of such termination.

c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.

d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

13. LIABILITY. Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss, which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord's Agents.

14. CONDEMNATION OR GOVERNMENTAL TAKING. In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes

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for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect. However, the amount of rent payable by Tenant shall be reduced in the proportion of which the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.
c. In the event of total or partial condemnation or taking of the leased Premises as previously mentioned, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord. Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate. The value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled because of such total or partial condemnation or taking.

15. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:
    a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default.
    b. Default in the observance of any of the Tenant's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of.
    c. Without further possibility of appeal or review:
        i. Be adjudicated bankrupt or insolvent.
        ii. Have a receiver or trustee appointed for all or substantially all of its business or assets.

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iii. Suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof.

d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property.
e. Leave the Premises vacant or deserted for a period of ten (10) consecutive days without prior Landlord written consent.
f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, of fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

16. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:
    a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent.
    b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease.
    c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.
    d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

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e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

17. LEGAL FEES. If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney's fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.

18. USE OF THE PREMISES. Security Responsibilities of Tenant, Tenant Employees and Other Persons.
    a. No person may:
        i. Tamper, interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper, interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.
        ii. Enter, or be present within, a Secured Area, AOA, SIDA, or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.
        iii. Use, allow to be used, or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or Vehicles in Secured Areas, AOAs, or SIDAs in any other manner than that for which it was issued by the Airport Authority.
    b. Security Badges
        i. Airport ID Badge
            1. Persons who work or do business on Airport property on a permanent or long-term (longer than 30 days) basis must have an Airport-issued identification in the form of an Airport ID badge.

An individual holding an Airport ID badge may also be referred to as "badged personnel."

ii. Airport ID Badge Holder and Tenant Security Responsibilities / Access Control Procedures

1. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.

c. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.

d. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.

e. Tenants and tenant employees are responsible for controlling access to doors, gates and other passageways between the AOA and the landside of the airport through their lease areas.

f. A breach in security caused by a tenant or tenant employee that results in a TSA, Airport Security Coordinator, or Airport Director finding of negligence will be cause to review, suspend, or withdraw access privileges, impose additional training requirements and/or impose other penalties as provided by these Rules and Regulations and the Airport Security Program.

g. Tenant shall use the Leased Premises solely for the purpose of operating an MRO facility together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. The Roswell City Code shall bind tenant or as may be amended from time to time and all applicable policies and procedures of the Roswell Air Center (ROW).

h. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not

release any hazardous materials at the leased premises or contaminated the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including:

i. Environmental claims.
ii. Environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials.
iii. Liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

i. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of anything which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

j. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the ROW's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

19. NONDISCRIMINATION PROVISIONS. Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. DOMINANT PROVISIONS. The parties acknowledge that the Leased Premises are a part of the Roswell Air Center and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above-described indenture are hereby incorporated herein by reference and accepted as binding

by the parties hereto.

21. ACCESS TO INSPECTION OF PREMISES. Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises.

23. HOLDOVER. In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. INTERPRETATION OF LEASE AGREEMENT. Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

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

26. NOTICES.
    a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

    b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

AerSale, Inc
9850 NW 41st Street Suite 400
Doral, FL 33178

27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement, default, or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. TERMINATION. This lease may be terminated by the either party by giving 180 day written notice.

31. ENTIRE AGREEMENT AND AMENDMENT. The parties intend this writing as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

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LEASE AGREEMENT

IN WITNESS WHEREOF, this Lease Agreement is executed this _____day of April 2025.

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

CITY SEAL

_____
Timothy Z Jennings, Mayor

ATTEST:

_____
Hessel Yntema, City Attorney

_____
Amalia Martinez, City Clerk

TENANT:
Aersale INC

_____
Ron Wolf, Senior Vice President

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LEASE AGREEMENT

EXHIBIT A Premises



LEASE AGREEMENT

EXHIBIT B Insurance

1. MINIMUM SCOPE OF INSURANCE

a. Aersale shall procure and maintain for the duration of the contracts the following minimum insurance against claims for injuries to persons or damages to property which may arise from or in connections with the performance of the Work herein and the results of the Work by Aersale agents, representatives, employees or subcontractors (check all that apply):

☒ I. **Commercial General Liability** ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence.

☒ II. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Aersale has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **$1,000.000.00** per accident for bodily injury and property damage.

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

☒ IV. **Professional Liability (Errors and Omissions):** Insurance appropriate to Aersale profession, with limit no less than **$1,000,000.00** per occurrence or claim, **$2,000,000.00** aggregate.

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

b. Aersale maintains broader coverage and/or higher limits than the minimum shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by Aersale.

2. **ADDITIONAL INSURED STATUS**

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The City, its council members, officials, officers, employees, agents, and volunteers are to be coverage as additional insured on the CGL policy with respect to liability arising out of the Work performed by or on behalf of Aersale, including materials, parts or equipment furnished in connection with the Work. General Liability coverage can be provided in the form of an endorsement to Aersale insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10,0CG 20 26, CG 20 33, CG 20 38, CG 20 37 form is later revisions used)

3. **PRIMARY COVERAGE**

For any claims related to this Agreement, Aersale insurance shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its council members, officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its council members, officials, officers, employees, agents, and volunteers shall be excess of Aersale insurance and shall no contribute to it.

4. **NOTICE OF CANCELLATION**

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

5. **WAIVER OF SUBROGATION**

Aersale hereby grants to the City a waiver of any rights to subrogation, which any of Aersale insurers may acquire against the City by virtue of the payment of any loss under such insurance. Aersale agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the city has received a waiver of subrogation endorsement for the insurer.

6. **SELF INSURED RETENTIONS**

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

7. **ACCEPTABILITY OF INSURERS**

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

8. **CLAIMS MADE POLICIES**

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

i. The Retroactive Date must be shown, and must be before the Effective Date of this Agreement or the beginning of the Work hereunder.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Work.

iii. If coverage is canceled or not renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, Aersale

iv. Must purchase "extended reporting" coverage for a minimum of five years after completion of the Work.

9. **VERIFICATION OF COVERAGE**

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

10. **SPECIAL RISKS OR CIRCUMSTANCES**

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

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ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 6.
Meeting Date: 04/10/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Approval to authorize NM Youth Challenge to enter a 30-year lease agreement due to the significant valued activities to our community and airport therefore this is an in-kind lease which meets the criteria of the FAA. (Heldenbrand/Sanchez)

BACKGROUND:
Initiated by: Michelle Sanchez

NM Youth Challenge requests to enter a thirty (30) year lease for building 607 consisting of 25,102 square feet and building 610, consisting of 11,667 square feet of useable space, more or less, located at the Roswell Air Center, commencing April 1, 2025 and ending March 31, 2055.

FINANCIAL CONSIDERATION
Tenant agrees to pay to Landlord as annual rent for Building 607 and 610 the sum of ($4.00)

LEGAL REVIEW:
Leases have been sent to City Attorney for review.

BOARD AND COMMITTEE ACTION:
The Legal Committee recommended approval 4-0 at their meeting on 3/27/25.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

NM Youth Challenge

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 1st day of April 2025 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord", New Mexico National Guard, as individual, hereinafter "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

Building No. 607 and 610 consisting of 25,102 and 11,667 square feet, more or less, respectively, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for thirty year (30) years, commencing on April 1, 2025 and ending March 31, 2055 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Four Dollars ($4.00), per year, Each year thereafter, rent will be increased by 3.0% or the latest 12-month percentage change in CPI-U, (Consumer Price Index-U, and U.S. City Average) whichever is greater. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set offset any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant has paid in advance 0.00 as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward
    a. Payment for rent or penalties due Landlord
    b. Reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises
    c. The cost of removal of any hazardous material not properly disposed of by Tenant.

Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. GENERAL.
    a. Priority.
        i. Safety and security are the Airport's first priorities. All personnel working and doing business on Airport property must comply with Airport Rules and Regulations at all times and model the significance of safety and security for co-workers, passengers, and members of the public.
    b. Definition of Restricted Area.
        i. For the purpose of this Lease, any area on Airport property, whether within a building, in the terminal or on the ramp or airfield area, including but not limited to all Secured Areas, Sterile Areas, Restricted Areas, and the Air Operations Area (AOA), shall be referred to collectively as the "Restricted Area."
    c. Airport Security Program.
        i. This lease includes the non-Sensitive Security Information (SSI) requirements set forth in the Airport Security Program (ASP) issued by the Director under 49 C.F.R. 1542.
    d. Enforcement.
        i. Any person who violates or compromises Airport security, or creates or engages or participates in any unsafe, unsecure, or hazardous condition or activity at the Airport may have his/her access privileges immediately revoked on a temporary or permanent basis at the sole discretion of the Airport. Any person or entity responsible in whole or in part for any security violation shall also be responsible for any resulting cost, including but not limited to any fine imposed by a regulatory agency or remediation of property damage or personal injury.
    e. Federal, State, and/or Local Laws or Regulations –
    Every Person using the Airport shall comply with all Federal, State, and/or Local Laws, Airport Rules and Regulations, Tenant Directives, and/or decisions, including those of executive, legislative or judicial agencies or bodies, now or hereafter in effect, and applicable to the Person's use of the Airport.
        i. Every Roswell Air Center tenant, and/or lessee, or any other Person doing business with the Airport, shall comply with all federal, state, and/or local laws, airport rules and regulations, tenant directives and/or decisions; including those of executive, legislative, or judicial agencies or bodies,

now or hereafter in effect, and applicable to that tenant's, lessee's, or other Person's operations at the Airport.

f. Safety and Security Regulations – Adherence to Airport Security Directions.
    i. All Persons will obey lawful orders and directions of Airport Security Coordinator, Roswell Police Officers, or other Persons responsible for insuring compliance with these Rules and Regulations. All orders or directions will be consistent with the Airport Security Program, Rules and Regulations, and applicable state, federal and local laws.
g. The Airport is operated under 49 CFR Part 1542 (Airport Security) and 14 CFR Part 139 (Airport Certification)
    i. The Tenant will comply with all applicable requirements of the Airport Security Program, Airport Certification Manual, and Airport Emergency Plan. Upon written notice from Airport, Tenant will, at its sole expense, promptly correct any violation or omission under the Airport Security Program or Airport Certification Manual within the time specified in the notice.
    ii. The Tenant will coordinate any Airport security matter with the Airport Security Coordinator or their designee.

The Tenant will coordinate any Airport security matter with the Airport Security Coordinator or their designee.

6. CONDITION OF PREMISES. Tenant accepts the Premises as is, in its present condition. Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

7. MAINTENANCE.
    a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.
    b. Further, Tenant shall maintain and replace, when necessary, the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises.
    c. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall

be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed, Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

8. TAXES, LICENSES AND UTILITIES. During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.

9. PERSONAL PROPERTY AND FIXTURES OF TENANT. All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.

10. EQUIPMENT AND IMPROVEMENTS.
    a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. In addition, Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.
    b. Tenant shall obtain written consent from Landlord prior to making or permitting any major additions, alterations or improvements on the Premises (including but not limited to, modification to any security boundary wall or fence, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in). Landlord may withhold consent in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof. Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of

any such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof does not offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein-including snow clearance.

11. INSURANCE.

a. a. Landlord will provide fire and extended coverage to the Premises during the term of the Lease. Tenant agrees to reimburse Landlord for insurance premium based upon the pro-rata per square foot cost attributable to the Premises as determined and billed by Landlord. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the premises that does not belong to Landlord.

b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance (Exhibit B) in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

12. DAMAGE OR DESTRUCTION OF PREMISES.

a. In the event the Premises suffers damage by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and during repairs. Proportionate rent reduction is based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.

b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to:

    i. Repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full

force and effect, but the rent shall be proportionately reduced as provided above in 12(a) during the period of such repair, reconstruction or restoration.

ii. Give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified. With such notice, Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business, carried on by Tenant in the Premises, up to the date of such termination.

c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.

d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

13. LIABILITY. Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss, which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord's Agents.

14. CONDEMNATION OR GOVERNMENTAL TAKING. In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect. However, the amount of rent payable by Tenant shall be reduced in the proportion of which the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.
c. In the event of total or partial condemnation or taking of the leased Premises as previously mentioned, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord. Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate. The value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled because of such total or partial condemnation or taking.

15. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:
    a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default.
    b. Default in the observance of any of the Tenant's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of.
    c. Without further possibility of appeal or review:
        i. Be adjudicated bankrupt or insolvent.
        ii. Have a receiver or trustee appointed for all or substantially all of its business or assets.
        iii. Suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or

any other applicable law or statute of the United States or any state thereof.

d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property.
e. Leave the Premises vacant or deserted for a period of ten (10) consecutive days without prior Landlord written consent.
f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, of fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

16. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:
    a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent.
    b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease.
    c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.
    d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.
    e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The

failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

17. LEGAL FEES. If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney's fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.

18. USE OF THE PREMISES. Security Responsibilities of Tenant, Tenant Employees and Other Persons.
    a. No person may:
        i. Tamper, interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper, interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.
        ii. Enter, or be present within, a Secured Area, AOA, SIDA, or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.
        iii. Use, allow to be used, or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or Vehicles in Secured Areas, AOAs, or SIDAs in any other manner than that for which it was issued by the Airport Authority.
    b. Security Badges
        i. Airport ID Badge
            1. Persons who work or do business on Airport property on a permanent or long-term (longer than 30 days) basis must have an Airport-issued identification in the form of an Airport ID badge. An individual holding an Airport ID badge may also be referred to as "badged personnel."

ii. Airport ID Badge Holder and Tenant Security Responsibilities / Access Control Procedures
    1. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.

c. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.
d. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.
e. Tenants and tenant employees are responsible for controlling access to doors, gates and other passageways between the AOA and the landside of the airport through their lease areas.
f. A breach in security caused by a tenant or tenant employee that results in a TSA, Airport Security Coordinator, or Airport Director finding of negligence will be cause to review, suspend, or withdraw access privileges, impose additional training requirements and/or impose other penalties as provided by these Rules and Regulations and the Airport Security Program.
g. Tenant shall use the Leased Premises solely for the purpose of military cadet training together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. The Roswell City Code shall bind tenant or as may be amended from time to time and all applicable policies and procedures of the Roswell Air Center (ROW).
h. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the leased premises or contaminated the leased premises. To the extent it is proven that hazardous materials have been released

on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including:

i. Environmental claims.
ii. Environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials.
iii. Liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

i. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of anything which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

j. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the ROW's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

19. NONDISCRIMINATION PROVISIONS. Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. DOMINANT PROVISIONS. The parties acknowledge that the Leased Premises are a part of the Roswell Air Center and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above-described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. ACCESS TO INSPECTION OF PREMISES. Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises.

23. HOLDOVER. In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. INTERPRETATION OF LEASE AGREEMENT. Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

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

26. NOTICES.
    a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

    b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

NM National Guard
10 Bataan Blvd.
Santa Fe, NM 87508

27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement, default, or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. TERMINATION. This lease may be terminated by the City upon a majority vote of the City Council, which will become effective one hundred eighty (180) days following an affirmative vote.

31. ENTIRE AGREEMENT AND AMENDMENT. The parties intend this writing as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

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LEASE AGREEMENT

IN WITNESS WHEREOF, this Lease Agreement is executed this __1st___day of April 2025.

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

CITY SEAL

_____
Timothy Z Jennings, Mayor

ATTEST:

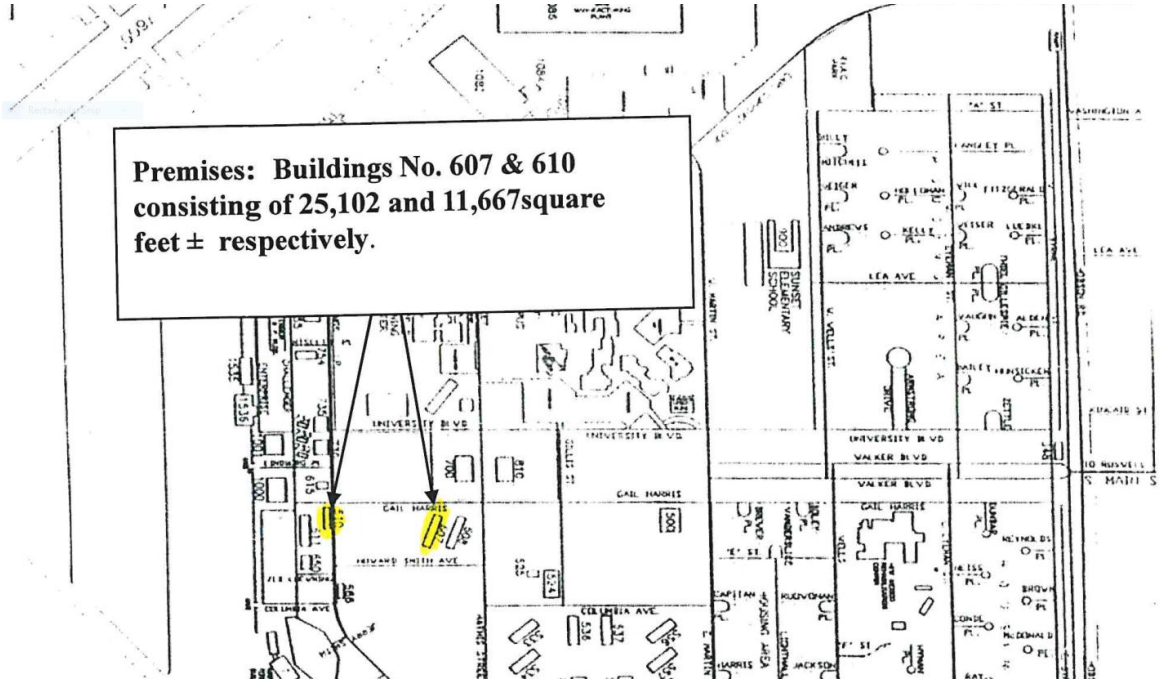
_____
Amalia Martinez, City Clerk

TENANT:
NM National Guard

_____
Miguel Aguilar, Adjutant General

LEASE AGREEMENT

EXHIBIT A Premises



LEASE AGREEMENT

EXHIBIT B Insurance

1. MINIMUM SCOPE OF INSURANCE

a. New Mexico National Guard shall procure and maintain for the duration of the contracts the following minimum insurance against claims for injuries to persons or damages to property which may arise from or in connections with the performance of the Work herein and the results of the Work by New Mexico National Guard agents, representatives, employees or subcontractors (check all that apply):

☒I. **Commercial General Liability** ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence.

☒ II. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if New Mexico National Guard has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **$1,000.000.00** per accident for bodily injury and property damage.

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

IV. **Professional Liability (Errors and Omissions):** Insurance appropriate to New Mexico National Guard profession, with limit no less than **$1,000,000.00** per occurrence or claim, **$2,000,000.00** aggregate.

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

b. New Mexico National Guard maintains broader coverage and/or higher limits than the minimum shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by New Mexico National Guard

2. **ADDITIONAL INSURED STATUS**

The City, its council members, officials, officers, employees, agents, and volunteers are to be coverage as additional insured on the CGL policy with respect to liability arising out of the Work performed by or on behalf of New Mexico National Guard , including materials, parts or equipment furnished in connection with the Work. General Liability coverage can be provided in the form of an endorsement to New Mexico National Guard insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10,0CG 20 26, CG 20 33, CG 20 38, CG 20 37 form is later revisions used)

3. **PRIMARY COVERAGE**

For any claims related to this Agreement, New Mexico National Guard insurance shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its council members, officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its council members, officials, officers, employees, agents, and volunteers shall be excess of New Mexico National Guard insurance and shall no contribute to it.

4. **NOTICE OF CANCELLATION**

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

5. **WAIVER OF SUBROGATION**

New Mexico National Guard hereby grants to the City a waiver of any rights to subrogation, which any of New Mexico National Guard insurers may acquire against the City by virtue of the payment of any loss under such insurance. New Mexico National Guard agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the city has received a waiver of subrogation endorsement for the insurer.

6. **SELF INSURED RETENTIONS**

Self-insured retentions must be declared to and approved by the city. The city may require New Mexico National Guard to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses with the retention.

7. **ACCEPTABILITY OF INSURERS**

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

8. **CLAIMS MADE POLICIES**

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

i. The Retroactive Date must be shown, and must be before the Effective Date of this Agreement or the beginning of the Work hereunder.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Work.

iii. If coverage is canceled or not renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, New Mexico National Guard

iv. Must purchase "extended reporting" coverage for a minimum of five years after completion of the Work.

9. **VERIFICATION OF COVERAGE**

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

10. **SPECIAL RISKS OR CIRCUMSTANCES**

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

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 7.
Meeting Date: 04/10/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider authorization for repair of Waste Water Treatment Plant MRAS Basin Pedestrian Bridge to Smith Co Construction for $66,146.05 which includes GRT. (Corn/Stweard)

BACKGROUND:
Initiated by: James MacCornack

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

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

Please see attached recommendation of award letter to Purchasing.

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

LEGAL REVIEW:
No legal review required at this time.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval (4-0) at its April 3, 2025 meeting.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

ATT 1 - Recommendation of award
ATT 2 - Smithco Quote

ROSWELL
Engineering

To: Arely Peek
Purchasing Agent

March 13, 2025

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

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

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

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

If you have any questions please contact me.

Sincerely,

James MacCornack, P.E.
Senior Engineer

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

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

March 12, 2025

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

QUOTE FOR MRAS Bridge Brackets

James,

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

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

Total Bid Excluding Tax and Bond: $61,305.49

We acknowledge Addendum #n/a

Exclusions:

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

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

Thank you,

Robby Sanders

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

Quote Acceptance

Accepted By: **Date:**

Roswell WWTP Dewatering Facility-MRAS Brackets

RFQ

Summary Sheet

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

*Detailed Breakdown Attached

Detailed Breakdown for			
Bridge Brackets			
install bridge support brackets			
LABOR, TRAVEL AND PER DIEM			
DESCRIPTION	**RATE**	**HOURS**	**TOTAL**
Superintendent	$ 85.00	40	$ 3,400.00
Project Manager	$ 75.00		$ -
Foreman	$ 35.00	40	$ 1,400.00
Operator Group III	$ 27.76		$ -
Laborer Group III	$ 25.00	160	$ 4,000.00
Ironworker	$ 45.59		$ -
Plumber/Pipe Fitter	$ 46.20		$ -
Cement Mason	$ 25.15		$ -
		SUBTOTAL	**$ 8,800.00**
	LABOR BURDEN	**42%**	**$ 3,696.00**
TRAVEL/PER DIEM	**$ 100.00**	**24**	**$ 2,400.00**
		LABOR TOTAL	**$ 14,896.00**
EQUIPMENT			
DESCRIPTION	**RATE**	**HOURS**	**TOTAL**
CAT 420 Backhoe	$ 38.16		$ -
JD 220 Excavator with Hammer	$ 96.32		$ -
CAT 320 Excavator	$ 89.11		$ -
CAT 330 Excavator	$ 166.93		$ -
CAT 345 Excavator	$ 186.41		$ -
CAT 349 Excavator	$ 202.59		$ -
Tool Truck & Trailer	$ 40.14	40	$ 1,605.60
Cat D6K Dozer	$ 82.64		$ -
Personnel Truck	$ 25.14	80	$ 2,011.20
Motograder	$ 96.63		$ -
Compaction Roller	$ 36.70		$ -
Trench Roller	$ 14.05		$ -
Trench Box	$ 7.67	40	$ 306.80
Water Truck	$ 55.84		$ -
CAT 660 Dump Truck	$ 95.00		$ -
4x4 Forklift	$ 37.36		$ -
Scissor Lift	$ 6.72		$ -
4x4 Man Lift	$ 74.51		$ -
CAT 966 Wheel Loader	$ 105.12		$ -
CAT 950 Wheel Loader	$ 67.94		$ -
		EQUIPMENT TOTAL	**$ 3,923.60**
MATERIAL			
DESCRIPTION	**UNIT PRICE**	**UNIT**	**TOTAL**
brackets	$ 22,500.00	1	$ 22,500.00
concrete crack repairs	$ 2,000.00	1	$ 2,000.00
misc. conduit relocations allowance	$ 5,000.00	1	$ 5,000.00
			$ -
			$ -
			$ -
			$ -
			$ -
		MATERIAL TOTAL	**$ 29,500.00**
SUBCONTRACTS			
DESCRIPTION	**UNIT PRICE**	**UNIT**	**TOTAL**
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		SUBCONTRACTS TOTAL	**$ -**
PROFIT AND OVERHEAD ON LABOR, EQUIPMENT AND MATERIALS		**25%**	**$ 12,079.90**
PROFIT AND OVERHEAD ON SUBCONTRACTS		**5%**	**$ -**
SUPPLEMENTAL COSTS PER DAY	**0**	**$ -**	**$ -**
		SUBTOTAL	**$ 60,399.50**
Performance and Payment Bonds		**1.5%**	**$ 905.99**
		TOTAL AMOUNT OF THIS REQUEST	**$ 61,305.49**

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 8.
Meeting Date: 04/10/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

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

BACKGROUND:
Initiated by: Steve Chavez

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

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

LEGAL REVIEW:
Legal review not required at this time.

BOARD AND COMMITTEE ACTION:
Public Safety referred to Finance Committee 5-0 at its meeting on March 18, 2025. The Finance Committee recommended approval (4-0) at its meeting on April 3, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

quote 1
Quote 2
Quote 3
info
info
info
info

(877) 637-3473

Quote

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

Bill To

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

Ship To

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

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

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

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

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

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

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

(877) 637-3473

Quote

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

Bill To

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

Ship To

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

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

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

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

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

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

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

(877) 637-3473

Quote

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

Bill To

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

Ship To

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

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

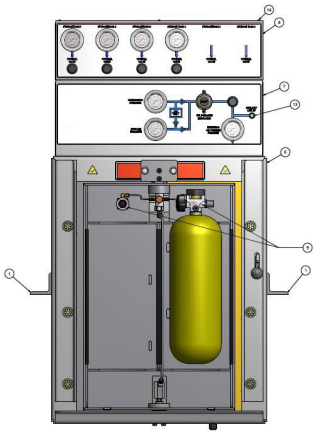
Subtotal	$79,781.90
Shipping Cost	$2,750.00
Tax Total	$0.00
Total	$82,531.90

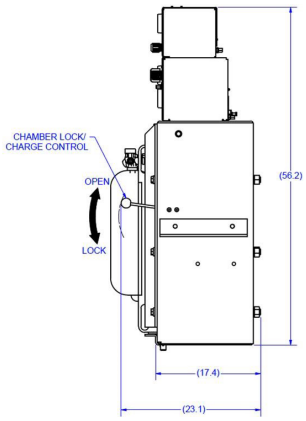
This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

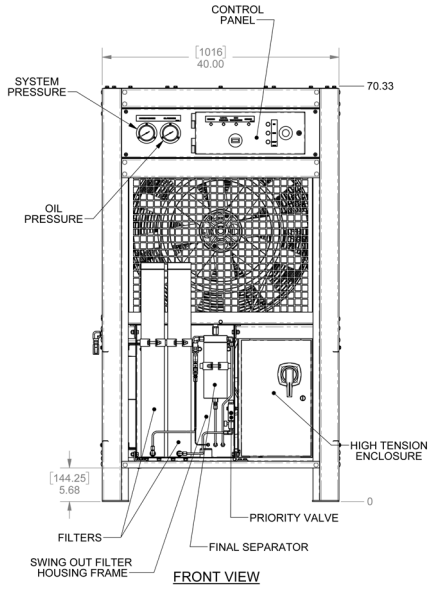
All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

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

REVOLVEAIR SYSTEMS







REVOLVEAIR FILL STATION

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

FEATURES

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

OPTIONS

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

REVOLVEAIR COMPRESSOR



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

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

RevolveAir Systems Smartfill Breathing Air Compressor

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

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

Air Compressor Construction

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

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

Calibration Kit for Carbon Monoxide Monitor

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

Purification System

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

10 HP Air Compressor

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

20 HP Air Compressor

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

Controller Functions

1. Compressor Assembly

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

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

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

2. Miscellaneous

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

3. Alarms (AUDIO/VISUAL)

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

4. Special Features and Controls

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

5. Display

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

Delivery, Installation and Training

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

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

Options

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

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

RevolveAir Systems Compressor System

Built in the USA

PLC 24vdc Controls

System Design, Automatic or Manual Mode

Gauges on all stages and Oil

High Pressure and Oil Transducers

High Temperature Shutdown

Low Oil Pressure Shutdown

E-Stop

External Main Power Disconnect

Vertical Enclosed Compressor Frame

Removable Doors for 270 Degree Survivability

Self-Tightening Drive Belt

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

Compressor Design to Provide Remote Intake Hook-up

6K or 7KTilt Filtration, ease of Cartridge Installation

6K Upgradable to 7K on Site

CO / Moisture Capable with Shutdown (Optional)

Standard Features: Compressor Pump

Five stages

Five Cylinder Radial

7500 Psi Compressor Design

Cast iron Block

Pressurized Oil lubrication system

Radial layout for reduced vibration

Connecting rods with need bearings

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

Oil Filter, Spin-on type

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

5 Quart Oil Capacity

Latest technology in Valve and Ring design

Stainless Steel Valves

Replaceable Piston and Sleeve on 4th and 5th Stages

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

Stainless Steel After-cooler on 5th stage

Designed and built in the USA

Benefits Low RPM technology:

Long life

Low noise, dB

High efficiency with reduced heat

Low RPM

SMART FILL R510 FIVE-STAGE

REVOLVEAIR SYSTEMS

HIGH PRESSURE COMPRESSOR



BENEFITS

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

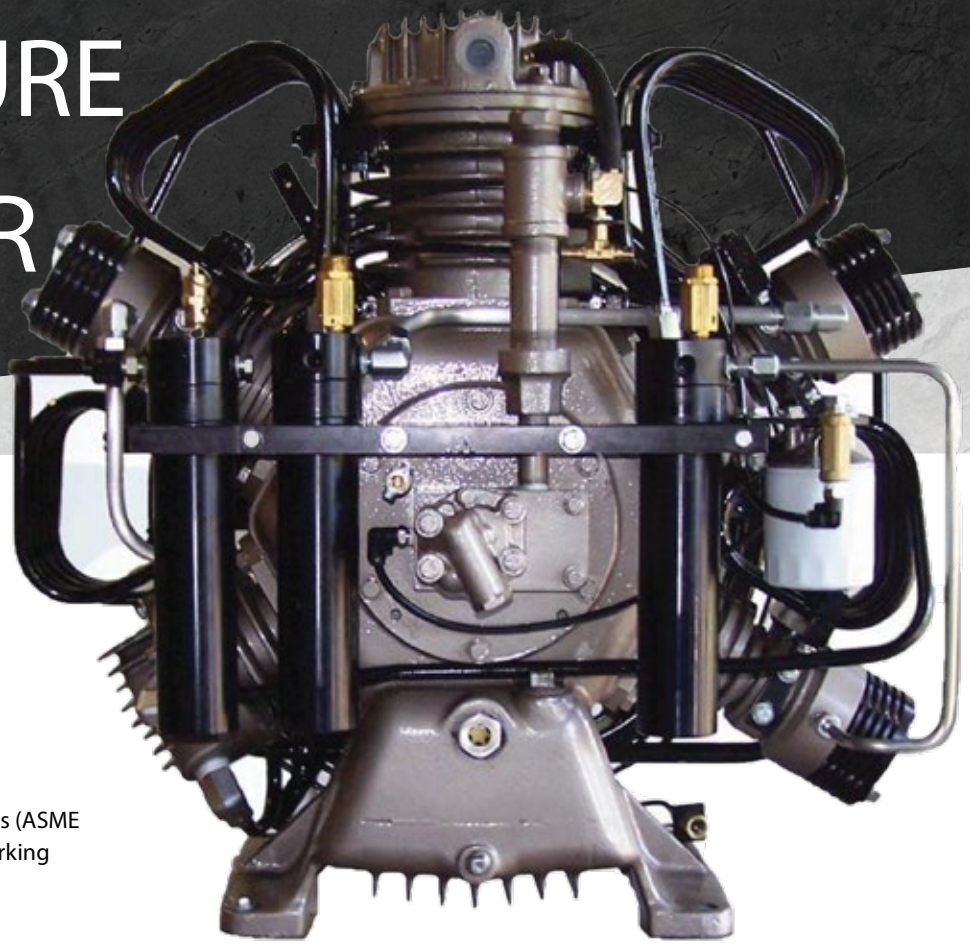
STANDARD FEATURES

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

SMART FILL R510 FIVE-STAGE

REVOLVEAIR SYSTEMS

HIGH PRESSURE COMPRESSOR



DIMENSIONS

WIDTH 34" (side to side)

DEPTH 42" (front to back)

HEIGHT 68"

FAN DIAMETER 17.2"

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

2) Specifications are subject to change

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

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

OPTIONAL FEATURES

Oil Pressure Switch • ACD- Automatic Drain Block with Solenoid

SMART FILL R520/R530 FIVE-STAGE

REVOLVEAIR SYSTEMS

HIGH PRESSURE COMPRESSOR



BENEFITS

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

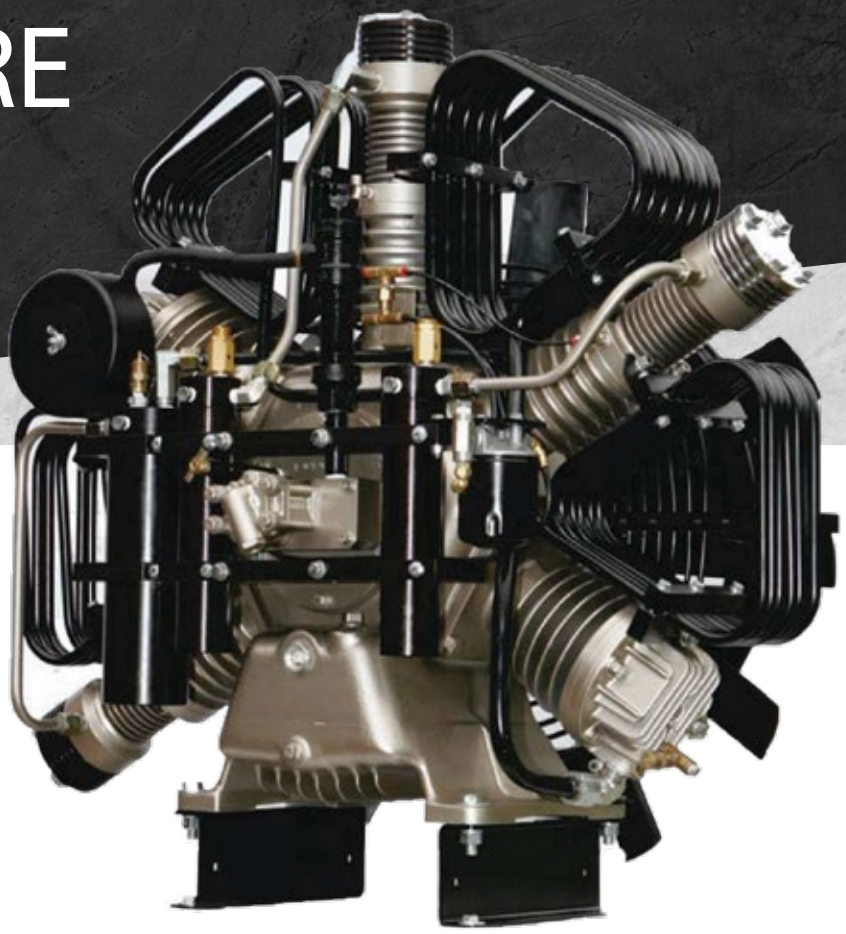
STANDARD FEATURES

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

SMART FILL R520/R530 FIVE-STAGE

REVOLVEAIR SYSTEMS

HIGH PRESSURE COMPRESSOR



DIMENSIONS

WIDTH 34" (side to side)

DEPTH 42" (front to back)

HEIGHT 68"

FAN DIAMETER 29.5"

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

2) Specifications are subject to change

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

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

OPTIONAL FEATURES

Oil Pressure Switch • ACD- Automatic Drain Block with Solenoid

Regular City Council Meeting 9.
Meeting Date: 04/10/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider recommending authorization for approval to issue a purchase order in the amount of $740,030.00 for the purchase of one Class-A HME pumper from Municipal Emergency Services. (Corn/Chavez)

BACKGROUND:
Initiated by: Steve Chavez

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

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

LEGAL REVIEW:
Being reviewed by City of Roswell Legal Department.

BOARD AND COMMITTEE ACTION:
Public Safety referred to the Finance Committee meeting 5-0 at their meeting on March 18, 2025. The Finance Committee recommended approval (4-0) at its meeting on April 3, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Quote

PROPOSAL TO
FURNISH FIRE APPARATUS

March 7th, 2025

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

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

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

$740,030.00 each

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

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

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

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

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

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

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

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

Thank you!

Respectfully submitted,

Shannon Cherry
Apparatus Sales Manager NM
MES I Fire

APPARATUS SALES AGREEMENT

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

Buyer:

Roswell Fire Department
(Name of Buyer)

200 S Richardson
(Street)

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

Attention: Chief Steve Chavez
Telephone No. 575-500-2555
E-mail Address: s.chavez@roswell-nm.gov

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

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

MES (Municipal Emergency Services)

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

Shannon Cherry
(Type or Print Individual's Name)

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

Date: March 7th, 2025

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

By: _____
(Buyer Signature)

Chad Cole
(Type or Print Individual's Name)

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

Date: 3/11/2025

SIGNATURE PAGE

2023SAG_V1

SCHEDULE A

APPARATUS INFORMATION

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

CREW SEAT REMOVAL

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

EMS STORAGE COMPARMTENT

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

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

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

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

EMS COMPARTMENT LOCATION

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

EMS COMPARTMENT FINISH-BLACK

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

ROLL-UP DOOR

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

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

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

ROLL-UP DOOR LATCH

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

ALUMINUM SHELVES - ADJUSTABLE - EMS COMPARTMENT

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

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

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

DRI-DECK MATTING - SHELVES

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

EMS COMPARTMENT LIGHTING

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

These lights shall be activated by the door switch.

110 VOLT RECEPTACLE

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

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

OUTLET CONFIGURATION

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

FRONT SCENE LIGHT LOCATION

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

SCENE LIGHT MODEL

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

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

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

LIGHT HOUSING

Each lamphead shall be powder coated with a white finish.

SCENE LIGHT ACTIVATION

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

LOWERED CHASSIS CAB STEPS

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

GRAPHICS PACKAGE

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

Regular City Council Meeting 10.
Meeting Date: 04/10/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

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

BACKGROUND:
Initiated by: Steve Chavez

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

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

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

LEGAL REVIEW:
Legal review not required at this time.

BOARD AND COMMITTEE ACTION:
Public Safety referred to Finance Committee 4-0 at their meeting on March 18, 2025. The Finance Committee recommended approval (4-0) at its meeting on April 3, 2025..

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Quote

stryker

LP35 8 2025

Quote Number: 11084822

Version: 1

Prepared For: CITY OF ROSWELL FIRE DEPT

Attn:

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

Rep: Alexandra Howe

Email: alexandra.howe@stryker.com

Phone Number: (847) 224-5751

Mobile: (847) 224-5751

Quote Date: 03/12/2025

Expiration Date: 04/11/2025

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

Equipment Products:

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

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

stryker

LP35 8 2025

Quote Number: 11084822

Version: 1

Prepared For: CITY OF ROSWELL FIRE DEPT

Attn:

Quote Date: 03/12/2025

Expiration Date: 04/11/2025

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

Rep: Alexandra Howe

Email: alexandra.howe@stryker.com

Phone Number: (847) 224-5751

Mobile: (847) 224-5751

Equipment Total:	$417,340.88

Trade In Credit:

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

Price Totals:

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

Comments:

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

Prices: In effect for 30 days

Terms: Net 30 Days

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

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

stryker

LP35 8 2025

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

Regular City Council Meeting 11.
Meeting Date: 04/10/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

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

BACKGROUND:
Initiated by: Caroline Brooks

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

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

LEGAL REVIEW:
There is no legal review at this time.

BOARD AND COMMITTEE ACTION:
Finance Committee recommended approval (3-1) at their meeting on April 3, 2025. Finance Committee recommended (4-0) ratification of the original amount of $850,000 for PO 22501369 on November 7, 2024 to M&M 4 HIM, LLC Servpro of Southwest Lubbock; City Council approved the ratification (9-0) through the consent agenda on November 14, 2024.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

PO_22501369_Servpro
PO_22501369_Servpro Revised
Servpro_Museum_Quote
Servpro_Museum_Invoices

Purchase Order

ROSWELL
New Mexico

Fiscal Year 2025

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

Purchase Order # **22501369 - 03**

Delivery must be made within doors of specified destination.

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

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

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

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

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

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

CHANGE ORDER

By: _____
City Council
Purchasing Agent, C.P.O

Roswell, NM

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

CITY OF ROSWELL, NEW MEXICO
CONDITIONS GOVERNING THIS PURCHASE ORDER

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

DEFINITIONS:

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

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

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

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

Shipment of Items:

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

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

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

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

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

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

Invoice:

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

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

Acceptance:

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

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

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

Sales Taxes:

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

Federal, State and Local Laws:

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

Purchase Order

ROSWELL
New Mexico

Fiscal Year 2025

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	22501369 - 10

Delivery must be made within doors of specified destination.

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

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

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

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

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

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

CHANGE ORDER

By: _____
Purchasing Agent, C.P.O

City Council

Roswell, NM

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

CITY OF ROSWELL, NEW MEXICO
CONDITIONS GOVERNING THIS PURCHASE ORDER

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

DEFINITIONS:

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

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

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

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

Shipment of Items:

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

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

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

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

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

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

Invoice:

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

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

Acceptance:

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

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

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

Sales Taxes:

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

Federal, State and Local Laws:

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

SERVPRO of Southwest Lubbock

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

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

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

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

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

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

SERVPRO of Southwest Lubbock

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

2024-10-20-2124

2024-10-20-2124

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

Grand Total	$850,000.00

Abbey Miller

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

SERVPRO
Cleaning. Restoration. Construction.

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

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

INVOICE 4795

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

DUE DATE 11/01/2024

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

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

Thank you for your business!

Payment Due At Time of Service.

3% Credit/Debit Card Processing fee.

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

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

SERVPRO
Cleaning. Restoration. Construction.

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

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

INVOICE 4781

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

DUE DATE 10/31/2024

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

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

Thank you for your business!

Payment Due At Time of Service.

3% Credit/Debit Card Processing fee.

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

PO # 22501369

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

SERVPRO
Cleaning. Restoration. Construction.

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

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

INVOICE 4836

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

DUE DATE 11/19/2024

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

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

Okay to pay
11-22-24

Thank you for your business!

Payment Due At Time of Service.

3% Credit/Debit Card Processing fee.

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

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

Cleaning. Restoration. Construction.

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

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

INVOICE 4801

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

DUE DATE 11/04/2024

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

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

Thank you for your business!

Payment Due At Time of Service.

3% Credit/Debit Card Processing fee.

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

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

SERVPRO
Cleaning. Restoration. Construction.

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

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

INVOICE 4835

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

DUE DATE 11/19/2024

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

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

Thank you for your business!

Payment Due At Time of Service.

3% Credit/Debit Card Processing fee.

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

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

SERVPRO
Cleaning. Restoration. Construction.

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

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

INVOICE 4865

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

DUE DATE 12/04/2024

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

OK TO PAY

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

Thank you for your business!

Payment Due At Time of Service.

3% Credit/Debit Card Processing fee.

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

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

SERVPRO
Cleaning. Restoration. Construction.

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

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

INVOICE 4896

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

DUE DATE 12/16/2024

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

Pay invoice

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

OK TO PAY

Thank you for your business!

Payment Due At Time of Service.

3% Credit/Debit Card Processing fee.

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

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

SERVPRO
Cleaning. Restoration. Construction.

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

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

INVOICE 4897

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

DUE DATE 12/16/2024

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

Pay invoice

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

OK TO PAY

Thank you for your business!

Payment Due At Time of Service.

3% Credit/Debit Card Processing fee.

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

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 12.
Meeting Date: 04/10/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 25-20 - adoption of Resolution 25-20 approving budget adjustment for the fiscal year ending June 30, 2025. (Corn/Gomez)

BACKGROUND:
Initiated by: Toni Gomez

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

FINANCIAL CONSIDERATION

- Various Funds: Expenses $66,146.05

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

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval (4-0) at it meeting on April 3, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Resolution 25-20 Budget Adjustment - April 2025
Budget Adjustments April 2025

RESOLUTION 25-20

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

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

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

- Various Funds: Expenses $66,146.05

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

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

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

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

DRAFT

Budget Adjustment for April 2025 Resolution 25-20 - Exhibit A					
Expenditures:				**Funds**	**Totals**
Waste Water 53014355 614020		$ 66,146.05	MRAS Basin Pedestrian Bridge	Waste Water 5301	$ 66,146.05
	Total	**$ 66,146.05**			
Transfers:					
Fire 11014121 793505		$ (266,067.72)	Transfer Out		
Fire Protection Fund 22654123 793501		$ 266,067.72	Transfer In		
Finance 11014041 793000		$ (101,594.10)	Transfer Out-Flood Damage White Rock Construction		
Air Center 51004331 614002		$ 101,594.10	Transfer In- Flood Damage White Rock Construction		
	Total	-			

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Regular City Council Meeting 13.
Meeting Date: 04/10/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 25-17: adoption of Resolution 25-17 to dispose of certain surplus personal property listed on the attachment. **(Corn/Gomez)**

BACKGROUND:
Initiated by: Becky Hicks.

This request covers old/obsolete equipment and vehicles currently owned by the City of Roswell.

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

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

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

BOARD AND COMMITTEE ACTION:
Finance Committee recommended approval (4-0) at its meeting on April 3, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments
Resolution 25-17 Disposal of Certain Surplus Personal Property
Resolution 25-17 Surplus Property List

RESOLUTION 25-17

A RESOLUTION AUTHORIZING THE DISPOSAL OF CERTAIN SURPLUS PERSONAL PROPERTY

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

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

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

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

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

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

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

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

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

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

DRAFT

CITY OF ROSWELL
ASSET DISPOSAL LIST
FY2025 RESOLUTION 25-17
APRIL 3, 2025

EXHIBIT B - VALUES MORE THAN $2,500

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

* ESTIMATED FROM BEENVERIFIED

CITY OF ROSWELL
ASSET DISPOSAL LIST
FY2025 RESOLUTION 25-17
APRIL 3, 2025

EXHIBIT A - VALUES LESS THAN $2,500

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

Regular City Council Meeting 14.
Meeting Date: 04/10/2025
COMMITTEE: N/A
CONTACT: N/A **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Resolution 25-18 Weeds - Adoption of Resolution 25-18: Shall mandate the cleanup of approximately sixteen (16) separate properties within the City. (Heldenbrand/Franco)

BACKGROUND:
Initiated by: Toby Franco

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

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

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

BOARD AND COMMITTEE ACTION:
No action required.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

ATT 1 Resolution 25-18 Weeds
ATT 2 Resolution 25-18 Weeds

CITY OF ROSWELL
RESOLUTION 25-18

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

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

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

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

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

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

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

ADOPTED, SIGNED AND APPROVED 10th day of April 2025.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

600 E BLAND ST BARNETTS Block 8 Lot 13 DOC# 202301375 WDJT CONTRERAS, EDGAR; CONTRERAS, EDGAR MIGUEL 600 E BLAND ST ROSWELL, NM 88203	611 E BLAND ST BARNETTS Block 2 Lot 8 Quarter NE S 4 T 11S R 24E MENDEZ, DANIEL CABRAL 611 E BLAND ST ROSWELL, NM 88203
219 E CHISUM ST 1410 S GRAND AVE GREENWAYS Lot 19 THRU Lot 22 S 9 T 11S R 24E DOC# 202203240 REC(N) JHTC INVESTMENTS LLC 6616 GULTON CT NE #90 ALBUQUERQUE, NM 87109	1411, 1413, 1415, 1417, 1419 S GRAND AVE SOUTH HIGHLANDS REDIVISION Block 28A Lot 11 THRU Lot 15 S 9 T 11S R 24E DOC# 202203240 REC(N) JHTC INVESTMENTS LLC 6616 GULTON CT NE #90 ALBUQUERQUE, NM 87109
304 E CHISUM ST CLARENCE TAYLOR SUMMARY PLAT Block 0 Lot TRACT A DENNARD, JACKLYN 1900 LEE LOOP NE RIO RANCHO, NM 87144	1512 S MONROE AVE RICE Block 0 Lot 5 HERRERA ESTATE, GLORIA C MARTINEZ 812 E BLAND ST ROSWELL, NM 88203
APPROXIMATELY 410 E CHISUM ST FRUITLAND Block 4 Lot 3 W 50' E 182' N 147' DOC# 202501552 QCD PAULINE ARAGON SUPPLEMENTAL NEEDS TRUST; CAMPBELL, NICOLE; CAMPBELL, BRIANA 1533 LAGOON AVE WILMINGTON, CA 90744	306 E CHISUM ST FRUITLAND Block 4 Lot 3 W 18’ N 150’ AND Lot 4 E 82FT N 150’ BRADY, WILFRED; TEGEDA, NINFA; GONZALES, VIRGINIA; HIDALGO, DOLORES; BRADY, JOE ANTHONY; BRADY, THOMAS WAYNE; BRADY, BILLY GENE 228 W 233RD ST CARSON, CA 90745
303 E BUENA VISTA ST FRUITLAND Block 4 Lot 4 E 114.4' W 234.4' S 150' MENDOLIA, MARY 1145 MAPLE ST BERNALILLO, NM 87004	301 E BUENA VISTA ST FRUITLAND Block 4 Lot 4 W 122' S 100' DOC# 202101039 WDJTDAVALOS, VINCENT; DAVALOS, FAVIOLA PO BOX 218 LAKE ARTHUR, NM 88253

802 N PENNSYLVANIA AVE WEST SIDE Block 55 Lot 6 Quarter NE S 32 T 10S R 24E DOUGLAS R; RHOLENA LIAN JOHNSON 7437 W ACOMA DR PEORIA, AZ 85381	8 W WELLS ST PECOS VALLEY VILLAGE Block 13 Lot 37 NAVARRETE, LILIANA A PO BOX 6143 ROSWELL, NM 88202
12 W WELLS ST PECOS VALLEY VILLAGE Block 13 Lot 33 MOLINA, RAQUEL I 1210 W CHISUM AVE ARTESIA, NM 88210-1821	6 H ST PECOS VALLEY VILLAGE Block 8 Lot 11 MONAFO, JOHN JOSEPH 9129 W NATIONAL AVE WEST ALLIS, WI 53227
315 E POE ST KEITHS SOUTHSIDE REDIV Block 8 Lot 32 HERBERT, JESSICA ANNE 3 LEONE AVE MILLBURY, MA 01527	202 E MCCUNE ST LLANO Block 0 Lot 12 GUTIERREZ, ISADORE 202 E MCCUNE ST ROSWELL, NM 88203

Regular City Council Meeting 15.
Meeting Date: 04/10/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Resolution 25-19 Condemnations - adoption of Resolution 25-19 the Resolution shall require the removal or demolition of four (4) dilapidated structures. (Heldenbrand/Franco)

BACKGROUND:
Initiated by: Toby Franco

These structures constitute a public nuisance harmful to the public health, safety and general welfare.

FINANCIAL CONSIDERATION
Resolution and notice will be served to owners requiring action within fifteen (15) days. Demolition by the City will proceed if no action is taken and a lien will be placed on the property for cost ranging from $3,000 to $30,000 for each property for removal.

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

BOARD AND COMMITTEE ACTION:
The Public Safety Committee on March 18, 2025 meeting recommended this be sent to the Legal Committee. The Legal Committee recommended (4-0) approval at their meeting on March 27, 2025.

STAFF RECOMMENDATION:
Consider approval of Resolution 25-19.

Attachments

ATT 1 Resolution 25-19 Condemnations
ATT 2 Resolution 25-19 Condemnations

CITY OF ROSWELL
RESOLUTION 25-19

A RESOLUTION REQUIRING THE REMOVAL AND/OR DEMOLITION OF CERTAIN DAMAGED AND DILAPIDATED BUILDINGS, STRUCTURES OR PREMISES; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL; PRESCRIBING THE PROCEDURE INCIDENT TO SUCH REMOVAL AND/OR DEMOLITION AND DECLARING CERTAIN PROPERTY TO BE IN SUCH STATE OF DISREPAIR, DAMAGE AND DILAPIDATION AS TO CONSTITUTE A DANGEROUS BUILDING AND A PUBLIC NUISANCE PREJUDICIAL TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, it is the opinion of the City Council of the City of Roswell, New Mexico, that those certain buildings or structures upon the premises located as follows and purportedly owned of record, or occupied by the parties hereinafter named, are and have become in such state of disrepair, damage and dilapidation as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law, by reason of the condition or conditions set forth in Exhibit "A".

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

1. That the buildings or structures set forth in Exhibit "A" are declared to be in such state of disrepair, damage and dilapidation as to constitute a dangerous building within the purview of Roswell Municipal code section 16-12, as well as being a public nuisance prejudicial to the public health, safety and general welfare. That such dangerous buildings or structures set forth, if any, cannot reasonably be repaired so that they will no longer exist in violation of the terms of the ordinance.

2. The owners, occupants, if any, or agent in charge of said premises be, and they hereby are ordered and required to remove such dangerous buildings, or structures within a reasonable time thereafter not to exceed fifteen (15) days from the receipt of notice by certified mail or from date of publication of this resolution as hereinafter provided, and as the case may be. In the event such removal be not commenced by such owner, occupant or agent, or written objection thereto be filed with the City Clerk within ten (10) days after service of a copy of this resolution by certified mail or by publication, requesting a hearing, then and in such event, the City Manager is hereby authorized and directed to cause such dangerous buildings or structures to be removed at the sole cost and expense of the owner, owners or other parties having an interest in said properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel or land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens. Alternatively, the City Manager may act pursuant to Article 3-18-5 (G) (NMSA, 1978), and cause the dangerous buildings or structures to be removed and give title to them or their components to the removing person or persons.

3. In the event the owner or other interested party aggrieved shall file his protest within the time herein provided, requesting a hearing, on the matter, the City Council shall fix a date for hearing, at which time said Protestants shall be entitled to be heard in person, by agent or attorney, and the City Council shall consider evidence whether or not its previous action should be enforced or rescinded. If it shall be determined that the removal order should be enforced, and the owner(s) shall fail or neglect to comply with said decision of the City Council, they shall have a right of appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within the (10) days after the date of the City Council decision, together with his petition for court review duly filed with the Clerk of the Court within thirty (30) days of the date of the decision complained of.

4. Upon the adoption of this resolution, it shall be the duty of the City Building Inspector to notify the owner, occupant or agent in charge of such building or structure of the adoption of this resolution by serving a copy thereof upon him by certified mail, return receipt requested; and in the event such owner, occupant or agent cannot be found or served within said City as herein above provided, such notice may be served by posting a copy of said resolution upon the premises complained of, followed by legal publication of said resolution one time in a newspaper of general circulation within the city.

ADOPTED, SIGNED AND APPROVED 10th day of April 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

Location	Condition	Name
109 E SUMMIT ST 109 E SUMMIT ST #1/2 SOUTH ROSWELL Block 53 Lot E 50' W 220' S 140'	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	GEORGE VIGIL; IDA M VIGIL 305 THREE CROSS DR ROSWELL, NM 88201
1600 N UNION AVE YUCCA Block 1 Lot 10 Quarter SW S 29 T 10S R 24E (ALL STRUCTURES)	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	CATHERINE L DUNWOODY 1600 N UNION AVE ROSWELL, NM 88201
2311 SHARTELLE AVE ROGERS Block 2 Lot 18 Quarter NW S 28 T 10S R 24E (ALL STRUCTURES)	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	RAMON SANCHEZ GRADO 2311 SHARTELLE AVE ROSWELL, NM 88201
1703 N DELAWARE AVE CRESCENT HEIGHTS Block 3 Lot 11 Quarter SW S 29 T 10S R 24E	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	GARCIA, VIRGINIA C/O JACOB LARA 6577 WILLIAMSBURG PL STOCKTON, CA 95207

109 E SUMMIT ST
109 E SUMMIT ST #1/2





1600 N UNION AVE





2311 SHARTELLE AVE





1703 N DELAWARE AVE





Regular City Council Meeting
Meeting Date: 04/10/2025
COMMITTEE: N/A **CONTACT:** Amalia Martinez
CHAIR: Mayor Pro Tem

Summary:
Approval of the minutes from the Regular City Council Meeting on March 13, 2025. (Halvorson/Martinez)

Attachments

DRAFT CC Minutes March 2025

Regular Meeting of the Roswell City Council
Held in Commission Chambers – Chaves County Administrative Center
Thursday, March 13, 2025, at 6:00 p.m.

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

The meeting convened at 6**:**00 p.m. with Mayor Jennings presiding

ROLL CALL:	*Councilor Heldenbrand*	***absent***
	Councilor Cortez	*present*
	Councilor Cavin	*present*
	Councilor Halvorson	*present*
	Councilor Oropesa	*present*
	Councilor Johnson	*present*
	Councilor Marrujo Jr.	*present*
	Councilor Corn	*present*
	Councilor Moore	***absent***
	Councilor Arnold	*present*

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

APPROVAL OF THE AGENDA
1. Approval of Agenda - approve the agenda for the March 13, 2025, Regular City Council Meeting.

MOTION: Councilor Halvorson moved to approve the agenda for the March 13, 2025, Regular City Council Meeting with the following changes:

- Move item #22 to be heard after item #2
- Move the following items to the consent agenda:
  - #18 appointments to the ETZ Commission
  - #19 appointments to Keep Roswell Beautiful Board
  - #20 appointments to the Museum Board of Trustees

Councilor Cavin was the second**.**

AMENDMENT: Councilor Cavin moved to remove item #21 and send it back to be heard at the Legal & Finance Committee. Councilor Oropesa was the second.

ROLL CALL ON AMENDMENT:	*Councilor Cortez*	*yes*
	Councilor Cavin	*yes*
	Councilor Halvorson	*yes*
	Councilor Oropesa	*yes*
	Councilor Johnson	*yes*
	Councilor Marrujo Jr.	*yes*
	Councilor Corn	*yes*

	Councilor Arnold	*no*

Motion passed 7-1.

ROLL CALL VOTE ON MAIN MOTION AS AMENDED:

Councilor Cortez	*yes*
Councilor Cavin	*yes*
Councilor Halvorson	*yes*
Councilor Oropesa	*yes*
Councilor Johnson	*yes*
Councilor Marrujo Jr.	*yes*
Councilor Corn	*yes*
Councilor Arnold	*no*

Motion passed 7-1.

2. Approval of consent agenda – approve the consent agenda for the March 13, 2025, Regular City Council Meeting.

MOTION: Councilor Halvorson moved to approve the consent agenda for the March 13, 2025, Regular City Council Meeting as amended. Councilor Johnson was the second.

ROLL CALL VOTE:

Councilor Cortez	*yes*
Councilor Cavin	*yes*
Councilor Halvorson	*yes*
Councilor Oropesa	*yes*
Councilor Johnson	*yes*
Councilor Marrujo Jr.	*yes*
Councilor Corn	*yes*
Councilor Arnold	*no*

The vote was 7-1. Due to the lack of unanimous consent, each item on the consent agenda must be heard and voted on.

Councilor Cavin made a motion to suspend the rules for the consent items and not discuss each item, only taking action. Councilor Halvorson was the second. A voice vote was unanimous, and the motion passed 8-0 with Councilors Heldenbrand, and Moore being absent.

22. Resolution 25-14 adoption of Resolution 25-14: A resolution of the city of Roswell, New Mexico accepting the results of the special audit for the City of Roswell and presenting the findings to the public.

BACKGROUND: The City of Roswell received authorization to release the Special Audit Report. The State of New Mexico Audit Rule (NMAC 2.2.2.10(M)(4), requires the audit report to be presented to the governing authority of an agency at a meeting held in accordance with the Open Meeting Act. The New Mexico Department of Finance and Administration (DFA) requires the Governing Body to approve a resolution showing acceptance and approval of the fiscal periods

July 1, 2018, through June 30, 2022. In addition, DFA requires a corrective action plan on the findings presented in the audit report.

MOTION: Councilor Corn made a motion to adopt Resolution 25-14: a Resolution of the City of Roswell, New Mexico, accepting the results of the special audit for the City of Roswell and presenting the findings to the public. Councilor Marrujo was the second.

FOR THE RECORD: Councilor Cavin stepped away at 6:53 pm and returned at 6:55 pm.

ROLL CALLVOTE:

Councilor Cortez	*yes*
Councilor Cavin	*yes*
Councilor Halvorson	*yes*
Councilor Oropesa	*yes*
Councilor Johnson	*yes*
Councilor Marrujo Jr.	*yes*
Councilor Corn	*yes*
Councilor Arnold	*yes*

Resolution 25-14 was adopted 8-0.

CONSENT ITEMS

3. Approval of issuing a purchase order to Siddons Martin Emergency Group in the amount of $215,000.00 for a 2003 Ferrara 100' Ladder truck.

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

MOTION: Councilor Corn made a motion to approve issuing a purchase order to Siddons Martin Emergency Group in the amount of $215,000.00 for a 2003 Ferrara 100' Ladder truck. Councilor Halvorson was the second.

VOTE: A voice vote was unanimous, and the motion passed 8-0, with Councilor Heldenbrand and Moore being absent.

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

BACKGROUND: Emergency Flood Damage to water and wastewater infrastructure for repairs to multiple areas to include the Hondo Draw Bypass, 4th Street manhole, Lea Street manhole, and Berrendo River Aerial Sewer Line.

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

VOTE: A voice vote was unanimous, and the motion passed 8-0, with Councilor Heldenbrand and Moore being absent.

5. Approve waiving the replacement fees, valued at $1,440.92, for items borrowed and damaged or lost in the flood of October 19, 2024.

BACKGROUND: On October 19, 2024, the City of Roswell and Chaves County experienced a devastating flood that caused damage to many homes and property. Included in the damaged items were materials borrowed from the Roswell Public Library. Residents returned damaged materials or reported damaged materials between October 21, 2024 and January 31, 2025. According to City Resolution 23-11 the borrower is charged a fee for replacing a lost item or an item damaged beyond repair.

MOTION: Councilor Corn made a motion to approve waiving the replacement fees, valued at $1,440.92, for items borrowed and damaged or lost in the flood of October 19, 2024. Councilor Marrujo was the second.

VOTE: A voice vote was unanimous, and the motion passed 8-0, with Councilor Heldenbrand and Moore being absent.

6. Approval of award of professional services for the Roswell Public Library Outdoor Play and Learn Area to Studio 27 in the amount of $38,843.93 which included GRT.

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

MOTION: Councilor Corn made a motion to approve award of professional services for the Roswell Public Library Outdoor Play and Learn Area to Studio 27 in the amount of $38,843.93 which included GRT. Councilor Johnson was the second.

VOTE: A voice vote was unanimous, and the motion passed 8-0, with Councilor Heldenbrand and Moore being absent.

Resolution(s)

7. Resolution 25-09: Weeds - adoption of Resolution 25-04, the Resolution shall mandate the cleanup of approximately six (6) separate properties within the City.

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

MOTION: Councilor Halvorson made a motion to adopt Resolution 25-04, the Resolution shall mandate the cleanup of approximately six (6) separate properties within the City. Councilor Cavin was the second.

VOTE: A voice vote was unanimous, and the motion passed 8-0, with Councilor Heldenbrand and Moore being absent.

8. Resolution 25-10: Condemnations - adoption of Resolution 25-10 the Resolution shall require the removal or demolition of one (1) dilapidated structure.

BACKGROUND: These structures constitute a public nuisance harmful to the public health, safety and general welfare.

MOTION: Councilor Corn made a motion to adopt Resolution 25-10 the Resolution shall require the removal or demolition of one (1) dilapidated structure. Councilor Marrujo was the second.

VOTE: A voice vote was unanimous, and the motion passed 8-0, with Councilor Heldenbrand and Moore being absent.

9. Resolution 25-11 - adoption of Resolution 25-11: Resolution to the New Mexico Department of Transportation for TPF Roadway Projects.

BACKGROUND: The NMDOT has issued a "Call For Projects". These are projects that should be considered easily ready for bidding or other procurement process. The funding level for awarded projects is 95% NMDOT and 5% Local Match. The City of Roswell has been successful in previous applications, including award of Atkinson and Hobbs Mill & Fill Projects. Formal project awards will be in September 2025 after NMDOT Highway Commission approval. Projects to be applied for are:

1. 2nd St. (US 380) Pavement Maintenance Project (Sunset to E. City Limits)
2. S. Atkinson Mill & Fill/ADA Capital Project; (Brasher to McGaffey)

MOTION: Councilor Corn made a motion to adopt Resolution 25-11: Resolution to the New Mexico Department of Transportation for TPF Roadway Projects. Councilor Halvorson was the second.

VOTE: A voice vote was unanimous, and the motion passed 8-0, with Councilor Heldenbrand and Moore being absent.

10. Resolution 25-12 - adoption of Resolution 25-12: Approving budget adjustment for the fiscal year ending June 30, 2025.

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

MOTION: Councilor Corn made a motion to adopt Resolution 25-12: Approving budget adjustment for the fiscal year ending June 30, 2025. Councilor Johnson was the second.

VOTE: A voice vote was unanimous, and the motion passed 8-0, with Councilor Heldenbrand and Moore being absent.

Bids, RFP's and Agreements

11. Approval of award recommendation for RFP-25-006: Approval of Scope of Work for RFP-25-006 Audit Services

BACKGROUND: The City of Roswell, New Mexico, is seeking proposals from independent certified public accounting firms (CPAs) approved by the New Mexico State Auditor to conduct the annual audit of the City's financial statements for the fiscal year July 1, 2024, through June 30, 2025.

MOTION: Councilor Corn made a motion to approve Scope of Work for RFP-25-006 Audit Services. Councilor Marrujo was the second.

VOTE: A voice vote was unanimous, and the motion passed 8-0, with Councilor Heldenbrand and Moore being absent.

Minutes

12. Approval of the minutes from the Regular City Council meeting on February 13, 2025.

MOTION: Councilor Halvorson made a motion to approve the minutes from the Regular City Council meeting on February 13, 2025. Councilor Cortez was the second.

VOTE: A voice vote was unanimous, and the motion passed 8-0, with Councilor Heldenbrand and Moore being absent.

NON-ACTION ITEMS (Information Items)

13. Airport Updates (Bobbi Thompson)

14. AvFlight Corp. (Garrett Hain, VP of Finance and Treasurer)

15. Seven Seals Award presented by Gary Smith with Employer Support of the Guard and Reserve (Gary Smith / Steve Henderson)

16. Employee out-of-state travel (Amalia Martinez)

PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS

- Sarah McCarthur spoke regarding renovations of the Museum and the democrat elections.

PUBLIC HEARING(S)

17. Ordinance 25-01: Hold a public hearing to consider proposed Ordinance 25-01 amending the Municipal Campaign Finance Code.

BACKGROUND: The City amended its campaign finance code in 2023 to provide for greater transparency. Following the election, upon review, minor amendments appear prudent to clarify who is a candidate and who is subject to finance reporting.

MOTION: Councilor Corn made a motion to hold a public hearing to consider proposed Ordinance 25-01 amending the Municipal Campaign Finance Code. Councilor Cavin was the second.

Those in favor – none
Those opposed – none

ROLL CALL VOTE:	*Councilor Cortez*	*yes*
	Councilor Cavin	*yes*
	Councilor Halvorson	*yes*
	Councilor Oropesa	*yes*
	Councilor Johnson	*yes*
	Councilor Marrujo Jr.	*yes*
	Councilor Corn	*yes*
	Councilor Arnold	*yes*

Ordinance 25-01 was enacted 8-0.

DRAFT

NEW BUSINESS / REGULAR ITEMS

18. Approval of Mayor Jennings' recommendations of appointments to the ETZ Commission as follows:

Position 1 - Eddie Carrillo (4/1/25-03/31/26)
Position 2 - John Erard (4/1/25-03/31/26)
Position 3 - Mona Kirk (4/1/25-03/31/26)

BACKGROUND: The ETZ Commission consists of 7 positions: (4) members from Chaves County and (3) from the City.

MOTION: Councilor Halvorson made a motion to approve Mayor Jennings' recommendations of appointments to the ETZ Commission. Councilor Corn was the second.

VOTE: A voice vote was unanimous, and the motion passed 8-0, with Councilor Heldenbrand and Moore being absent.

19. Approval of Mayor Jennings' recommendations of appointments to the Keep Roswell Beautiful Board as follows:

Position 3 - Marie Manning (renewal 4/1/2025-3/31/2029)
Position 4 - JoAnn Mascarenas (4/1/2025-3/31/2029)

BACKGROUND: The Keep Roswell Beautiful Board consists of 5 members. Each member shall serve four-year terms with no term limits.

MOTION: Councilor Halvorson made a motion to approve Mayor Jennings' recommendations of appointments to the Keep Roswell Beautiful Board. Councilor Cavin was the second.

VOTE: A voice vote was unanimous, and the motion passed 8-0, with Councilor Heldenbrand and Moore being absent.

20. Approval of Mayor Jennings' recommendations of appointments to the Museum Board of Trustees as follows:

Position 2 - Timothy Hartwick (renewal 4/1/2025-3/31/2029)
Position 4 - Morgan Breedyk (4/1/2025-3/31/2029)
Position 6 - Nancy Fleming (4/1/2025-3/31/2029)
Position 8 - Katie Huebner (4/1/2025-3/31/2029)
Position 10 - Jose Valles Rivera (4/1/2025-3/31/2029)

BACKGROUND: The Museum Board of Trustees consists of 11 members. Each member shall serve (2) four-year terms.

DRAFT

MOTION: Councilor Halvorson made a motion to approve Mayor Jennings' recommendations of appointments to the Museum Board of Trustees. Councilor Cortez was the second.

VOTE: A voice vote was unanimous, and the motion passed 8-0, with Councilor Heldenbrand and Moore being absent.

Resolution(s)

21. Resolution 25-13 - Adoption of Resolution 25-13: Creating a Community Response Team within the City of Roswell Fire Department. *Item was sent back to be heard at Legal and Finance Committee at the approval of the agenda.*

CITY MANAGER REPORTS/ANNOUNCEMENTS

23. Administratively Executed Leases February/March 2025.

ADJOURNMENT

Meeting adjourned at 8:30 p.m.

Approved on this 10th day of April, 2025

(City Seal)

_____
Timothy Z. Jennings, Mayor

_____
Amalia Martinez, City Clerk

Regular City Council Meeting
Meeting Date: 04/10/2025
COMMITTEE: N/A **CONTACT:** Amalia Martinez
CHAIR: Mayor Pro Tem

Summary:
Approval of the minutes from the Special City Council Meeting on March 18, 2025. (Halvorson/Martinez)

Attachments
DRAFT Special CC Minutes March 18, 2025

Special Meeting of the Roswell City Council
Large Conference Room – City Hall
Thursday, March 18, 2025 at 3:00 p.m.

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

The meeting reconvened at 3:00 p.m. with Mayor Jennings presiding.

ROLL CALL:	Cristina Arnold	Present
	Robert Corn	Present
	Carlos Marrujo, Jr.	Present
	Angela Moore	Present
	Darrell Johnson	Present
	Ed Heldenbrand	Present
	Juliana Halvorson	Present
	Christopher Cortez	Present
	Juan Oropesa	Present
	Will Cavin	Present

APPROVAL OF THE AGENDA
Approval of Agenda - approve the agenda for March 18, 2025, Special City Council Meeting.

MOTION: Councilor Corn moved to approve the agenda for March 18, 2025. Councilor Cortez was the second.

ROLL CALL VOTE:

Cristina Arnold	Yes
Robert Corn	Yes
Carlos Marrujo, Jr.	Yes
Angela Moore	Yes
Darrell Johnson	Yes
Ed Heldenbrand	Yes
Juliana Halvorson	Yes
Christopher Cortez	Yes
Juan Oropesa	Yes
Will Cavin	Yes

Motion passed 10-0.

1. Resolution 25-15: adoption of Resolution 25-15 for application through the New Mexico Finance Authority in the amount of up to $100,000.00 for a Critical Hydrant Issue Management Plan to reconcile the locations of all the hydrants, input into GIS System, test water flows and identify work needed at each hydrant. Fire Chief Steve Chavez discussed the item.

DRAFT

BACKGROUND

The Roswell Fire Department seeks to submit an application to the New Mexico Finance Authority for the purpose of funding a Critical Hydrant Issue Management Plan and providing professional services from Waterway of New Mexico for hydrant inspections and maintenance. The document serves as a comprehensive fire hydrant evaluation, addressing a thorough examination of the hydrant's exterior to identify any signs of damage or wear, which can compromise the hydrant's integrity and functionality. Waterway of New Mexico will provide the professional service to inspect all fire hydrants and the maintenance needed. Initial inspection and maintenance for every fire hydrant utilized by the Roswell Fire Department. Subsequent years for maintenance - 20% of fire hydrants will be inspected and maintained, and placed on a 5-year rotation for maintenance and inspections.

MOTION: Councilor Halvorson made a motion to adopt Resolution 25-15 Critical Hydrant Issue Management Plan to reconcile the locations of all the hydrants, input into GIS System, test water flows and identify work needed at each hydrant. Councilor Marrujo was the second.

ROLL CALL VOTE:

Cristina Arnold	Yes
Robert Corn	Yes
Carlos Marrujo, Jr.	Yes
Angela Moore	Yes
Darrell Johnson	Yes
Ed Heldenbrand	Yes
Juliana Halvorson	Yes
Christopher Cortez	Yes
Juan Oropesa	Yes
Will Cavin	Yes

Resolution 25-15 was adopted 10-0.

2. Resolution 25-16: Accepting a Deed of Release for Land at the Roswell Air Center via resolution for land sold under Ordinance 24-04 for modular home construction.

BACKGROUND
Ordinance 24-04 provided for the sale of approximately 45 acres of land to a modular home manufacturer at the old Millennium Bus site. FAA has granted the Release necessary to sell the land. As an administrative matter, the FAA requests a Resolution accepting the Deed of Release. Ordinance 24-04 already allows for the acceptance of the release. Hess Yntema presented this item.

MOTION: Councilor Corn moved to adopt Resolution 25-16: Accepting a Deed of Release for Land at the Roswell Air Center via resolution for land sold under Ordinance 24-04 for modular home construction. Councilor Cortez was the second.

ROLL CALL VOTE:

DRAFT

Cristina Arnold	Yes
Robert Corn	Yes
Carlos Marrujo, Jr.	Yes
Angela Moore	Yes
Darrell Johnson	Yes
Ed Heldenbrand	Yes
Juliana Halvorson	Yes
Christopher Cortez	Yes
Juan Oropesa	Yes
Will Cavin	Yes

ADJOURNMENT

Meeting adjourned at 3:25 p.m.

Approved on this 10th day of April 2025.

(City Seal)

_____
Timothy Z. Jennings, Mayor

_____
Amalia Martinez, City Clerk

Regular City Council Meeting
Meeting Date: 04/10/2025
COMMITTEE: N/A **CONTACT:** Amalia Martinez
CHAIR: Mayor Pro Tem

Summary:
Approval of the minutes from the Special City Council Meeting on March 28, 2025. (Halvorson/Martinez)

Attachments
DRAFT Special CC Minutes March 28, 2025

Special Meeting of the Roswell City Council
Large Conference Room – City Hall
Thursday, March 28, 2025 at 4:00 p.m.

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

The meeting reconvened at 4:00 p.m. with Mayor Pro Tem presiding.

ROLL CALL:

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

FOR THE RECORD: Mayor Jennings joined via phone at 4:01 pm.

APPROVAL OF THE AGENDA
Approval of Agenda - approve the agenda for March 28, 2025, Special City Council Meeting.

MOTION: Councilor Cavin moved to approve the agenda for March 28, 2025. Councilor Arnold was the second.

VOTE: A voice vote was unanimous with Councilor Moore being absent.

Motion passed 9-0 with Councilor Moore being absent.

PUBLIC PARTICIPATION
The following discussed raising GRT: Jeff Cabana, Camaryn Henington, Paul White, Jeneva Martinez, and Olga Gallegos (Burritos & More)

FOR THE RECORD: Mayor Jennings joined in person at 4:18 pm.

1. Hold a public hearing and approve emergency Ordinance 25-02: An Ordinance Adopting a Municipal Flood Recovery Gross Receipts Tax (GRT) Hess Yntema discussed the item.

DRAFT

BACKGROUND

Following the flooding of October 2024, the City had approximately $260,000,000.00 in damages. The City lacks sufficient funds to fund its recovery efforts. In the 2025 legislative session, SB 31 and SB 383 created a $150,000,000.00 revolving loan at 0% interest and created a 3/8th cent tax to fund funding for recovery efforts, respectively. This proposed GRT increase can be used exclusively for funding flood recover bonds. The new GRT automatically sunsets when the debt is retired.

- GRT in NM ranges from 4.875% to 9.425%. Roswell is currently at 7.8958 and would increase to 8.27%
- GRT will remain below the municipalities of: Bosque Farms, Taos, Taos Ski Valley, Red River, Los Lunas, Questa, Espanola, Truth or Consequences, Deming, Vaughn, and Santa Rosa.
- GRT will remain at rates similar to: Silver City, Tijeras, Sunland park, Las Cruces, Grants, Ruidoso, Gallup, Alamogordo, Tucumcari, Cuba, Santa Fe, Las Vegas, Farmington, Aztec, Bloomfield, and Belen.

MOTION: Councilor Halvorson to approve emergency Ordinance 25-02: An Ordinance Adopting a Municipal Flood Recovery Gross Receipts Tax (GRT). Councilor Johnson was the second.

FOR THE RECORD: Councilor Arnold left the meeting at 5:20 pm and returned at 5:22 pm.

ROLL CALL VOTE:

Christopher Cortez	Present
Juan Oropesa	Present
Cristina Arnold	Present
Angela Moore	Present
Robert Corn	Present
Juliana Halvorson	Present
Will Cavin	Present
Ed Heldenbrand	Present
Darrell Johnson	Present

Ordinance 25-02 was enacted 9-0 with Councilor Marrujo being absent.

ADJOURNMENT

Meeting adjourned at 5:47 p.m.

Approved on this 10th day of April 2025.

DRAFT

(City Seal)

_____
Timothy Z. Jennings, Mayor

_____
Amalia Martinez, City Clerk

DRAFT

Regular City Council Meeting 22.
Meeting Date: 04/10/2025
COMMITTEE: N/A
CONTACT: Hessel Yntema **CHAIR:** N/A

ACTION REQUESTED:
Employee Out-of-state Travel

BACKGROUND:
Initiated by: City Clerk's Office

Per Resolution 24-55: All out-of-state travel shall be communicated to the City Council before travel. Below is a list of employees traveling out of state by department. Memos for each department are attached.

Police Department

- Trong Nguyen
- Daniel Fontanez
- Cristal Gonzales
- Estevan Mata
- Domicio Morale
- Garrett Dollar
- Nicholas Berumen
- Brian Jefferson

FINANCIAL CONSIDERATION
N/A

LEGAL REVIEW:
N/A

BOARD AND COMMITTEE ACTION:
N/A

STAFF RECOMMENDATION:
Informational only.

Attachments

Roswell Police Department

Roswell Police Department

CHIEF LANCE BATEMAN

MEMORANDUM

To: City Council Members
From: Deputy Chief Alberto Aldana
Date: March 31st, 2025
Subject: Notification of Out-of-State Training for Department Personnel

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Dear Council Members,

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

1. **Trong Nguyen, Daniel Fontanez, and Cristal Gonzales**
   - **Rank/Position:** Training SGT. Training Officer, Officer/General Instructor
   - **Training Program:** Gracie Survival Tactics Level 1
   - **Location:** Corpus Christi, Texas
   - **Dates:** April 7th,2025 – April 11th, 2025
   - **Purpose/Objective:** Sgt Trong and Cristal need recertification and Officer Fontanez needs to certify due to his position as the training officer.
2. **Estevan Mata and Domicio Morales**
   - **Rank/Position:** Traffic Officers
   - **Training Program:** Bosch CDR and Hyundai EDR
   - **Location:** Loveland, Colorado
   - **Dates:** April 2nd, 2025 – April 4th, 2025
   - **Purpose/Objective:** This is a requirement class for traffic officers, and as both officers are newly promoted, neither has taken this class.
3. **Garrett Dollar**
   - **Rank/Position:** Agent
   - **Training Program:** Defensive Technology Academy Annual Conference
   - **Location:** Kenner, Louisiana
   - **Dates:** May 5th – May 9th, 2025
   - **Purpose/Objective:** To further his knowledge in defensive tactics and to come back and train and educate the department.
4. **Nicholas Berumen**
   - **Rank/Position:** SRO Officer and Swat team member
   - **Training Program:** AI Armorers Maintenance Course
   - **Location:** San Jose, California
   - **Dates:** July 21st, 2025 – July 23rd, 2025
   - **Purpose/Objective:** Required class for possession of specialized firearms for SWAT
5. **Brian Jefferson**
   - **Rank/Position:** Sergeant

- **Training Program:** Leadership and Team Building Tactical Team Leaders Course for Domestic Law Enforcement
- **Location:** Garland, Texas
- **Dates:** May 5th – May 6th, 2025
- **Purpose/Objective:** Required for Assistant Team Leader role in SWAT.
- **Note:** Brian Jefferson is taking the place of Trong Nguyen as assistant team leader of SWAT

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

Sincerely,

Deputy Chief Alberto Aldana

Regular City Council Meeting 23.
Meeting Date: 04/10/2025
COMMITTEE: Planning & Zoning
CONTACT: Merideth Hildreth **CHAIR:** Mayor Pro Tem

ACTION REQUESTED:

APPLICATION FOR CASE VAC-25-0007: Request Vacation of East 9th Street 60' wide Public Right-of-Way (ROW) from N Main Street to N Virginia Avenue; and vacate adjacent north & south alleys from 8th St to south of 10th St from Public Rights-of-Way and convert to 25' Public Utility and Reciprocal Access Easements for Infill Development in the C-2 Community Commercial & I-1 Light Industrial Zoning Districts. (Halvorson/Hildreth)

BACKGROUND:

Roswell Property Management Group F2 LLC is the owner of the two lots zoned C-2 and I-1 immediately north of 9th Street between N. Virginia and N. Main, and the property south of 9th Street zoned C-2 between the N Main Street and the Alley. Roswell Ford occupies these three lots. RLJ Investments, LLC owns the 2 lots zoned I-1 between E 9th Street and E 8th Street and between the alley and N Virginia Avenue. The application for Zoning Case VAC-25-0007, signed by Thomas Krumland and Richard Roads, requests the City consider vacating the public right-of-way on that portion of 9th Street between N Main Street and N Virginia Avenue and vacating the adjacent north and south alley rights-of-way as part of a plan to potentially adjust lot lines to create a one-way service lane for Roswell Ford on 9th Street and secure alley access to the properties. Scott Hick with Smith Engineering Company is the agent listed on the Application. Exhibits are included in the meeting packet.

FINANCIAL CONSIDERATION

Has not been presented to Finance Committee.

LEGAL REVIEW:

Has not been presented to Legal Committee.

BOARD AND COMMITTEE ACTION:

At their meeting on April 1, 2025, the Planning & Zoning Commission voted 5-1 to recommend approval to City Council. During the P&Z Public Hearing, Ordinance 24-03: Amending Chapter 2 (of the Municipal Code) Article VII. - Real Property Transactions Sec. - 2-201 - No Existing Municipal Purpose (a) and (b) and Sec. 2-202- Appraisal was handed out as Exhibit K.

STAFF RECOMMENDATION:

Proceed as Presented.

Attachments

EXHIBITS A-K VAC-25-0007

CITY OF ROSWELL
VACATION REPLAT

PO Box 1838 · Roswell, NM 88202-1838
Phone: (575) 637-6280 · ROSWELL-NM.GOV

Property Owner's Name: Roswell Property Management Group F2 **Email:** tgross@kagnm.com

Phone: 575-910-7670 **Address:** 2211 W. 2nd St., Roswell, NM 88201

Agent's Name: Smith Engineering Co. **Email:** scotth@smithengineering.pro

Phone: 575-626-5042 **Address:** 401 N. Pennsylvania Ave.

Physical Address: 821 N. Main St. (Roswell Ford)

Legal Description of Proposed Zone Change Area (Lot/Block/Subdivision, Tract, Section-Township/Range):
Lots 8-11 and Lots 3-7 Block 7, Lots 8-14 and Lots 1-7 Block 2 North Spring River Addition, S33 T10 R34

Reason for the Request: (Please attach extra sheet if necessary) Vacate 9th St. 60' ROW from N. Main St. to N. Virginia Ave. and convert 25' adjacent alleys to 25' Public Utility and Reciprocal Access Easement for infill development.

Original Subdivision Name: North Spring River Addition

of Lots: 23 **Blocks:** 2 **Subdivision filed date:** 1891

Proposed Vacation Replat Name: 9th St. Right of Way Vacate Replat - Pending

of Lots: 23 **Blocks:** 2 **Area of Proposed Vacation Replat:** **Acres:** 0.57 **Sq. Ft:** 25,200

By signing this document, I acknowledge that I have been informed of the dates, times, and locations of the meetings for the Planning and Zoning Commission and City Council and that I and/or my agent shall attend the meetings in order to fulfill the requirements of this application.

X _____ Property Owner Signature Thomas Krumland — Date 2. 5. 2025

_____ Agent's Signature Toby Gross — Date 2-5-2025

Scott Hicks - Smith Engineering
Agent's Signature

FOR OFFICIAL USE ONLY

Rick Rhoads - RLJ Investments, LLC Date 2-5-2025
Adjacent Property Owner

P & Z Case #: _____ **Date:** _____ **Located in Historic District:** ☐ Yes ☐ No

Flood Zone: _____ **Current Zoning District:** _____ **Current Use:** _____

Required Yard Setbacks: Front Ft: _____ Side Ft: _____ Rear Ft: _____ Side Ft: _____

Comprehensive Master Plan General Development Plan: ☐ Residential ☐ Commercial ☐ Industrial ☐ Park & Open Space ☐ RS Overflight

Quadrant of the city: ☐ NW ☐ NE ☐ SW ☐ SE

All documentation and fees shall be required at the time this application is submitted, unless otherwise noted by Planning and Zoning staff. **Application fees are NON-REFUNDABLE.**

Revised 11/4/24

EXHIBIT B

STAFF SUMMARY FOR CASE: VAC-25-0007
REQUEST TO VACATE EAST 9th STREET ROW AND NORTH & SOUTH ALLEYS ROW IN THE 800 & 900 BLOCKS BETWEEN N MAIN STREET & N VIRGINIA AVENUE

Roswell Planning & Zoning Commission

Tuesday, April 1, 2025
Roswell Development Services Conference Room
500 North Main Street, Suite 100 (SunWest Centre)
Roswell, NM 88201

APPLICATION FOR CASE VAC-25-0007:
Request Vacation of East 9th Street 60' wide Public Right-of-Way (ROW) from N Main Street to N Virginia Avenue; and vacate adjacent north & south alleys from 8th St to south of 10th St from Public Rights-of-Way and convert to 25' Public Utility and Reciprocal Access Easements for Infill Development in the C-2 Community Commercial & I-1 Light Industrial Zoning Districts.

I. <u>Properties Under Consideration:</u>

LOCATIONS, ADDRESSES, & LEGAL SUMMARIES OF PROPERTIES ADJACENT TO ROWs: East 9th Street ROW & Alleys north & south of East 9th Street in the 800 & 900 Blocks of N Main Street & N Virginia Avenue adjacent to the following properties:
801, 803, 821, 823 N Main Street --Subd: NORTH SPRING RIVER Block: 2 Lot: 8 THRU: Lot: 14 , , , , , , Quarter: NW S: 33 T: 10S R: 24E BOUNDARY SURVEY (S11-42) BK: 799 PG: 958 SWD;
911 N Main Street & 105 E 9th Street-- Subd: NORTH SPRING RIVER Block: 7 Lot: 8 THRU:- Lot: 11 AND:- Lot: N 20' OF VACATED East 9th ST , , , , S: 33 T: 10S R: 24E BOUNDARY SURVEY (S11-42) BK: 799 PG: 958 SWD;
800 N Virginia Avenue -- Subd: NORTH SPRING RIVER Block: 2 Lot: 6 AND:- Lot: 7 , Quarter: SW S: 33 T: 10S R: 24E BK 732 PG 1064 WD;
110 E 9th Street - Subd: NORTH SPRING RIVER Block: 2 Lot: 1 THRU:- Lot: 5 , , , , Quarter: NW S: 33 T: 10S R: 24E BK 732 PG 1064 WD; and
900, 904, 906, 908 N Virginia Avenue -- Subd: NORTH SPRING RIVER Block: 7 Lot: 3 THRU:- Lot: 7 , , , , Quarter: NW S: 33 T: 10S R: 24E BOUNDARY SURVEY (S11-42) BK: 799 PG: 958 SWD.

Property Owners: Property Management Group F2 LLC;
RLJ Investments, LLC

Applicant/Agent: Smith Engineering Co.

EXHIBIT B

STAFF SUMMARY FOR CASE: VAC-25-0007
REQUEST TO VACATE EAST 9th STREET ROW AND NORTH & SOUTH ALLEYS ROW IN THE 800 & 900 BLOCKS BETWEEN N MAIN STREET & N VIRGINIA AVENUE

II. Site Data:

Site Area: **Per the Vacation Plat - East 9th Street ROW from Main Street to Virginia in 2 segments:**
Approximately 210.48'+210.49'= 420.97' length X 60' width = 25,258.2 square feet or 0.58 acres.
Alley ROW from 8th Street to south of 10th Street:
99.99' + 290.13' + 290.84' = 680.96' length X 25' width =
680.96 square feet or 0.015 acres
For an approximate total of 25,939.16 square feet or 0.595 acres.

UPC(s):
4136061027257000000 801, 803, 821, 823 N Main Street
4136061027223000000 911 N Main Street & 105 E 9th Street
4136061049270000000 800 N Virginia Avenue
4136061049252000000 110 E 9th Street
4136061049220000000 900, 904, 906, 908 N Virginia Avenue

Existing Land Use: Roswell Ford (Sales and Service) and Rhoads Co Building and Truck Yard

Proposed Land Use: Infill Development by consolidating lots per the Vacation Plat.

Existing Zoning: Properties along N Main Street C-2 Community Commercial
Properties along N Virginia Avenue I-1 Light Industrial

Table 1: Adjacent Existing Land Use and Zoning to the area under consideration

Direction:	Land Use:	Zoning:
North On 10th St	Gas Station Shop, Professional Office	C-2 I-1
South On 8th St	Restaurant Hotel	C-2 I-1
West side of N Main St	2 Restaurants & Dental Office in the 800 Block Roswell Convention Center & Museum in the 900 Block	C-2
East side of N Virginia Ave	Vacant Lot, Supply Company Fueling Station & Propane Company & Vacant Lot	I-1

EXHIBIT B

STAFF SUMMARY FOR CASE: VAC-25-0007
REQUEST TO VACATE EAST 9th STREET ROW AND NORTH & SOUTH ALLEYS ROW IN THE 800 & 900 BLOCKS BETWEEN N MAIN STREET & N VIRGINIA AVENUE

Zoning Map for VAC-25-0007
On Chaves County Assessor Map



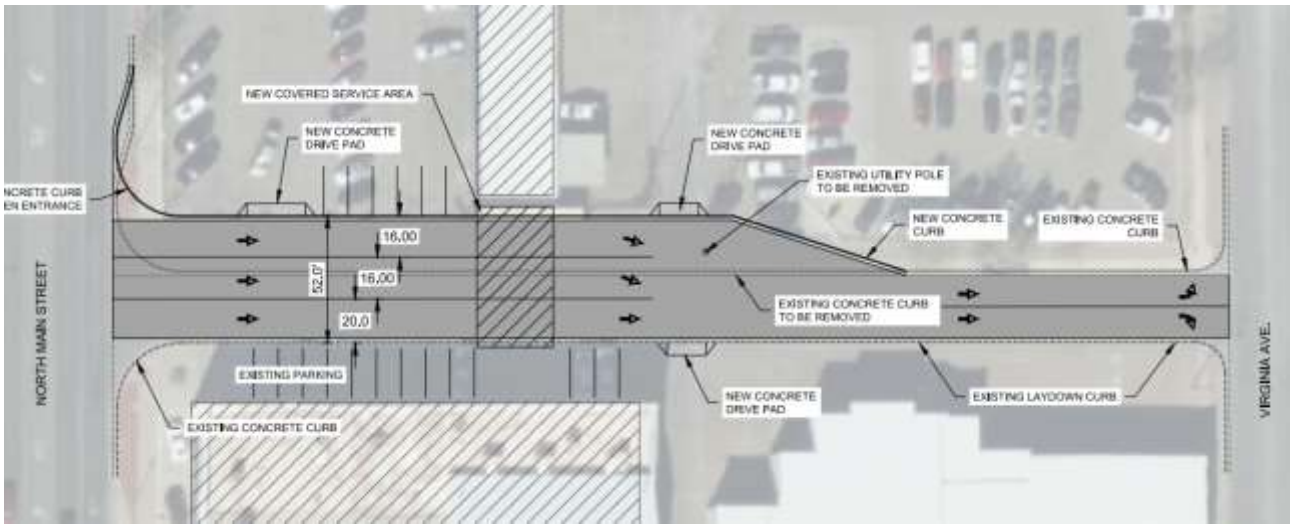
EXHIBIT B

STAFF SUMMARY FOR CASE: VAC-25-0007
REQUEST TO VACATE EAST 9th STREET ROW AND NORTH & SOUTH ALLEYS ROW IN THE 800 & 900 BLOCKS BETWEEN N MAIN STREET & N VIRGINIA AVENUE

III. Intent of Petition:

1. The applicant for Zoning Case VAC-25-007 is requesting approval of a Vacation of East 9th Street 60' wide Public Right-of-Way (ROW) from N Main Street to N Virginia Avenue; and vacation of adjacent north & south alleys from 8th Street to south of 10th Street from Public Rights-of-Way and conversion of alleys to 25' Public Utility and Reciprocal Access Easements for Infill Development in the C-2 Community Commercial & I-1 Light Industrial Zoning Districts.

2. If the E 9th Street Vacation is granted, Roswell Ford plans to build a covered Service Lane in the excerpt below. (See the full concept in **Exhibit G**.)



IV. Planning & Zoning Commission Considerations from Staff Review:

1. The properties adjacent to the proposed public rights-of-way under consideration for vacation are zoned C-2 Community Commercial and I-1 Light Industrial and are in Commercial and Light Industrial Corridors along N Main Street and N Virginia Avenue.

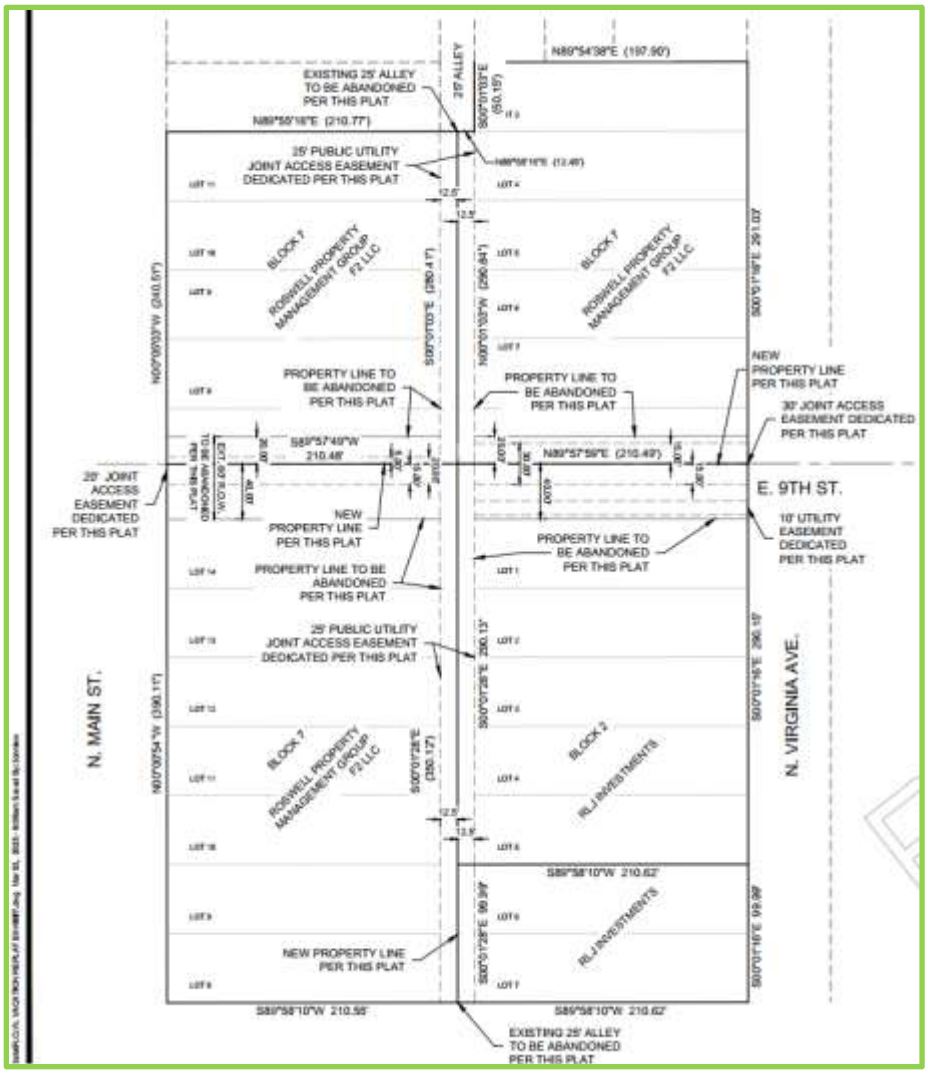
2. The City Engineer and City Senior Engineer reviewed the proposal with Scott Hicks, P.E., Team Leader / Vice President of Smith Engineering Co., and Toby Gross, TNT Construction Management representing Roswell Ford. City Engineering Staff are not opposed to the proposed vacations.

EXHIBIT B

STAFF SUMMARY FOR CASE: VAC-25-0007
REQUEST TO VACATE EAST 9th STREET ROW AND NORTH & SOUTH ALLEYS ROW IN THE 800 & 900 BLOCKS BETWEEN N MAIN STREET & N VIRGINIA AVENUE

3. An excerpt from the Preliminary **EAST 9th ST. R.O.W. VACATION REPLAT BY SMITH ENGINEERING CO.,** is provided below and in its entirety in **Exhibit F.**

4. The Vacation Replat shows the following: Vacate East 9th Street ROW and adjacent south Alley ROW and portion of adjacent north Alley ROW to consolidate properties on the north and south sides of East 9th Street between Main Street and Virginia Avenue for infill development; to abandon property lines and create new property lines; and dedicate joint access easement(s), joint public utility and access easement(s), and utility easement(s) by the replat.

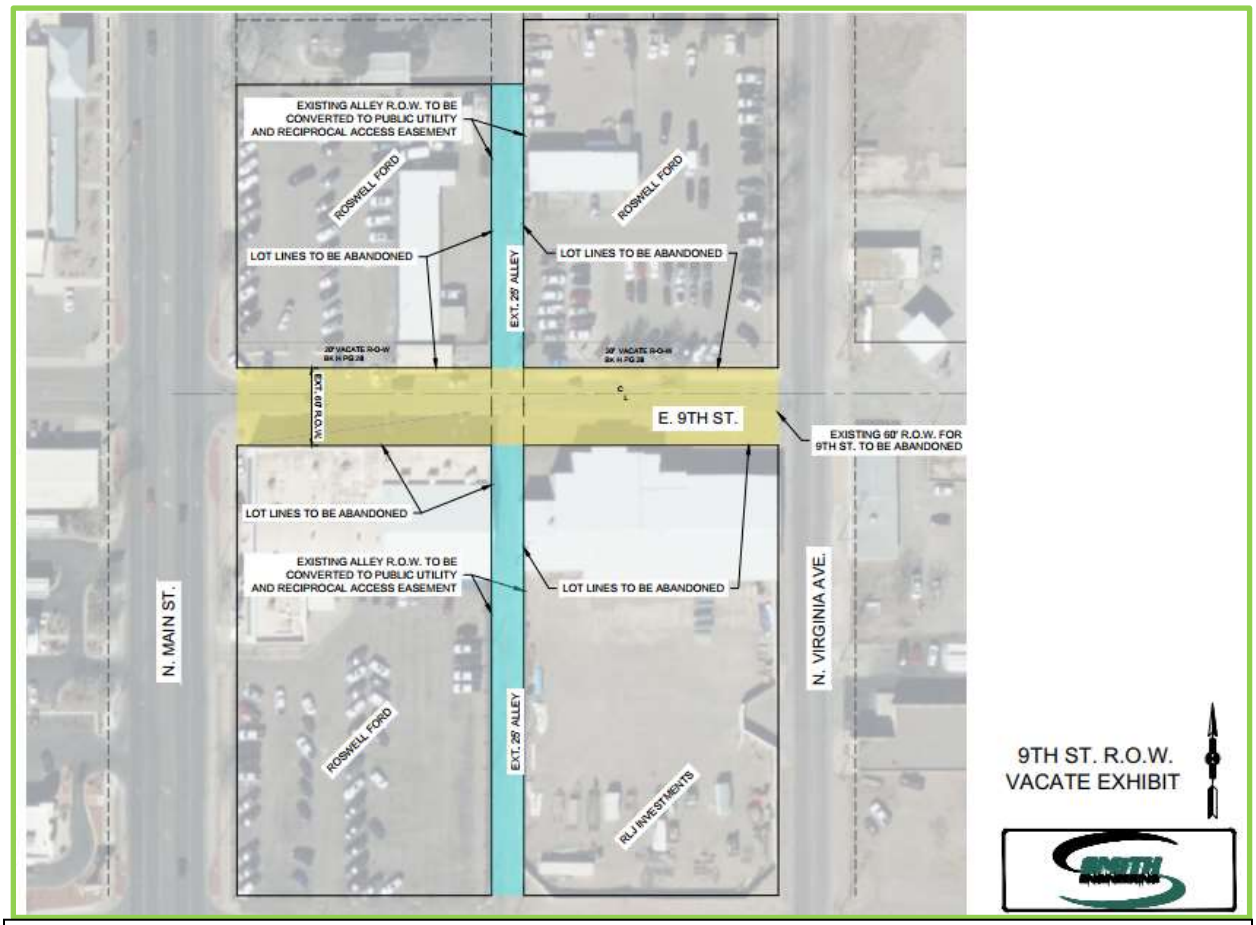


EXCERPT OF PRELIMINARY EAST 9th ST. R.O.W. VACATION REPLAT BY SMITH ENGINEERING CO. (See Exhibit F)

EXHIBIT B

STAFF SUMMARY FOR CASE: VAC-25-0007
REQUEST TO VACATE EAST 9th STREET ROW AND NORTH & SOUTH ALLEYS ROW IN THE 800 & 900 BLOCKS BETWEEN N MAIN STREET & N VIRGINIA AVENUE

5. The following map provided by Smith Engineering Co., is an exhibit that accompanies the Replat to visually show the E 9th Street and Alleys under consideration for vacation. (See **Exhibit F**.)



Map of East 9th Street 60' wide Public R.O.W. Vacation Area (yellow) & vacation of 25' wide Public Alley R.O.W. (blue) with conversion to utility and access easements by Smith Engineering Co. (See Exhibit F)

6. As part of the application, Smith Engineering Co., provided email correspondence provided in **Exhibit H** with the following staff at utility companies who provided conditional approvals for the proposed East 9th Street and Alley ROW vacations:
   - LUMEN (Kim Snipes, Network Implementation Engineer II)
   - New Mexico Gas Company (Jeff Estvanko, Right-of-Way Agent)
   - Excel Energy (Antonio Salvarrey, Engineer, Distribution Design)
   - Sparklight (Clint Raby, Field Operations Manager).

7. City Engineer list of requirements for the proposed infill development:
   - Fire Hydrant relocations will be at developer's cost.
   - Street light relocations will be at developer's cost.
   - Stop & street signs/posts to be removed neatly and turned over to City Street Department.
   - Any red brick removal will be removed neatly and bricks stockpiled at Street Department for future repair inventory for Main Street brick paving repairs.
   - Drainage shall maintain existing patterns, generally towards Virginia Avenue and Main Street.
   - Fencing off of alleys (assumed) - cost of Dead-End Signs and MUTCD barricading to be developer's cost.
   - As per Abraham Chaparro, Director of City of Roswell Solid Waste, access for solid waste is to be incorporated into future plans to accommodate Solid Waste's requirements to service the properties.

8. Abraham Chaparro, Solid Waste Director has reviewed the proposed vacations and provided the following response via email to Scott Hicks, PE with Smith Engineering Company (**See Appendix H**).
   "Scott,
   We are in conditional agreement the closure. We will need and enclosure built for the Ford House containers off of 8th street or Virginia. When ready please send us preliminary plans for review. We have no conflict for Shell."

9. City of Roswell Fire Marshal Jared Olive has reviewed this proposal and provided the following response via email (**See Appendix J**).
   "Just to confirm what Scott said and keep track of our discussion; we noted the need for signage through the open 20ft service lane indicating that it would be used as a Fire Lane, the height of the canopy would be large enough to facilitate the largest arial apparatus we may have, and the alley gates will have knoxbox access at each point."

10. As classified on the 2016 Functional Street Classification Plan
    - 9th Street is a Local Street,
    - Main Street is a Principal Arterial, and
    - Virginia Avenue is a Minor Arterial.

EXHIBIT B

STAFF SUMMARY FOR CASE: VAC-25-0007
REQUEST TO VACATE EAST 9th STREET ROW AND NORTH & SOUTH ALLEYS ROW IN THE 800 & 900 BLOCKS BETWEEN N MAIN STREET & N VIRGINIA AVENUE

11. The area under consideration is in the revised Railroad District MRA Area adopted by City Council Resolution 20-23 on April 9, 2020. (**See Exhibit I**.)

12. Historically, common land development practice in Roswell includes dedication via plats of public rights-of-way by developers to the City to correct past surveying errors, to increase street or alley widths, to provide street or alley rights-of-way, or to provide uniform property lines. Conversely, the City has vacated underutilized or excess public right-of-way platted as streets, alleys, or various types of easements to adjacent neighboring property owners through the vacation process outlined in the City of Roswell Subdivision Code.

13. There are several properties in the downtown area and adjacent to the downtown that have gone through an alley or street ROW vacation process including the alley vacation for the property at 700 N Richardson Avenue where Home Suites 2 by Hilton was built (Zoning Case 10-009 VAC).

14. The 2016 *Comprehensive Master Plan Preferred Land Use Scenario Map* shows the area under consideration in a commercial area along N Main Street and an industrial corridor along Virginia Avenue and adjacent to a conceptual Metropolitan Redevelopment Area (MRA).



Future Land Use Scenario Map in 2016 Comprehensive Master Plan

EXHIBIT B

STAFF SUMMARY FOR CASE: VAC-25-0007
REQUEST TO VACATE EAST 9th STREET ROW AND NORTH & SOUTH ALLEYS ROW IN THE 800 & 900 BLOCKS BETWEEN N MAIN STREET & N VIRGINIA AVENUE

15. The alley ROW and properties north of 9th Street as well as the area of 9th Street at the intersection with Main Street are in the FEMA designated AH Flood Zone. The 500-year flood that occurred on October 19, 2024, damaged East 9th Street and the contiguous Roswell Ford Properties.



EXHIBIT B

STAFF SUMMARY FOR CASE: VAC-25-0007
REQUEST TO VACATE EAST 9th STREET ROW AND NORTH & SOUTH ALLEYS ROW IN THE 800 & 900 BLOCKS BETWEEN N MAIN STREET & N VIRGINIA AVENUE

16. The following **Staff Photos** show East 9th Street and the alleys under consideration and adjacent properties.



Looking East from Main Street at E 9th Street and Roswell Ford properties on the north and south of E 9th Street.



Looking East from Main Street at E 9th Street and southeast at Roswell Ford fronting N Main Street.



Looking East from Main Street at E 9th Street and northeast along N Main Street.

EXHIBIT B

STAFF SUMMARY FOR CASE: VAC-25-0007
REQUEST TO VACATE EAST 9th STREET ROW AND NORTH & SOUTH ALLEYS ROW IN THE 800 & 900 BLOCKS BETWEEN N MAIN STREET & N VIRGINIA AVENUE



Looking West from N Virginia Avenue at E 9th Street and adjacent Rhoads Company on the south side of E 9th Street and Roswell Ford properties on the north and south.



Looking North from 9th Street at Alley and Roswell Ford property between alley and Virginia Ave.

EXHIBIT B

STAFF SUMMARY FOR CASE: VAC-25-0007
REQUEST TO VACATE EAST 9th STREET ROW AND NORTH & SOUTH ALLEYS ROW IN THE 800 & 900 BLOCKS BETWEEN N MAIN STREET & N VIRGINIA AVENUE



Looking South from 9th Street at Alley located between Rhoads Company and Roswell Ford buildings.



Looking North from 8th Street at Alley located between Rhoads Company on the east and Roswell Ford on the west.

EXHIBIT B

STAFF SUMMARY FOR CASE: VAC-25-0007
REQUEST TO VACATE EAST 9th STREET ROW AND NORTH & SOUTH ALLEYS ROW IN THE 800 & 900 BLOCKS BETWEEN N MAIN STREET & N VIRGINIA AVENUE

V. Legal Standards

NMSA

Section 67-2-6 - Abandonment, vacation and reverter of public roads, streets and highways.

Property or property rights acquired by purchase or condemnation by the state or any commission, department, bureau, agency or political subdivision of the state for public road, street or highway purposes shall not revert until such property or property rights are vacated or abandoned by formal written declaration of vacation or abandonment which has been duly declared by the state or any commission, department, institution, bureau, agency or political subdivision of the state in whom the property or property right has vested. The right to abandon and vacate shall exist regardless of whether the public road, street or highway was created by the legislature or otherwise.

Section 67-2-7

Any owner of lands abutting any highway, street or road, his heirs or assigns may petition the state or any commission, department, bureau, agency or political subdivision thereof, who believes a section of any public road, street or **highway is not [no] longer needed for public purposes,** [and] may petition the state or any commission, department, bureau, agency or political subdivision thereof for a formal determination of abandonment or vacation.

Moreover, it is undisputed that the Highway Department did not obtain Board of Finance approval for the abandonment of the Road. Therefore, we hold that the lack of Board of Finance approval invalidated the attempted abandonment of the Road State of N.M. ex rel. Madrid v. UU Bar Ranch Ltd. P'ship, 2005-NMCA-079, ¶ 19, 137 N.M. 719, 724, 114 P.3d 399, 404

For the reasons that follow, we conclude that the statutes can be harmonized with each other, and that the general/specific rule of statutory construction does not aid Defendant. Section 67–2–6 provides that:
Property or property rights acquired by purchase or condemnation by the state or any commission, department, bureau, agency or political subdivision of the state for public road, street or highway purposes shall not revert until such property or

property rights are vacated or abandoned by formal written declaration of vacation or abandonment which has been duly declared by the state or any commission, department, institution, bureau, agency or political subdivision of the state in whom the property or property right has vested. The right to abandon and vacate shall exist regardless of whether the public road, street or highway was created by the legislature or otherwise.

{21} While it is true that Section 67–2–6 does specifically address the abandonment and vacation of public roads, the statute simply requires a "duly declared" written abandonment. The statute is silent regarding what constitutes a "duly declared" abandonment. In fact, it is not entirely clear whether the procedure for abandonment contained in Section 67–2–6 is applicable in this case since the Road was not acquired through purchase or condemnation. In short, although Section 67–2–6 does give the State the right to abandon or vacate a public road, the statute is less than clear on the procedure to be used.

State of N.M. ex rel. Madrid v. UU Bar Ranch Ltd. P'ship, 2005-NMCA-079, ¶¶ 20-21, 137 N.M. 719, 724, 114 P.3d 399, 404

{24} Defendant also contends that Section 13–6–2 is inapplicable because the abandonment of a public road is not a "disposition" within the meaning of the statute. Defendant suggests that a "disposition" is only the "act of transferring something to another's care or possession." BLACK'S LAW DICTIONARY 484 (7th ed.1999). Under that definition, Defendant maintains that an abandonment does not constitute a disposition because the government's interest in the Road is simply extinguished and nothing is transferred. We disagree with this view of Section 13–6–2 for two reasons. First, we believe that a "disposition" does encompass an abandonment under a plain reading of the statute. *See* WEBSTER'S THIRD NEW INTERNATIONAL DICTIONARY 654 (3rd ed.1971) (defining "disposition" to include relinquishing or ridding oneself of control). Disposition is equated with surrender or abandonment elsewhere in the law. *See Reeves v. Jenkins,* 439 P.2d 941, 945 (Okla.1968) (stating that "[a] bankruptcy receiver ordinarily has no power to surrender, abandon, or make some other disposition of property"); *see also Regents of the Univ. of N.M. v. N.M. Fed'n of Teachers,* 1998–NMSC–020, ¶ 27, 125 N.M. 401, 962 P.2d 1236 (recognizing that the plain language of a statute is the primary indicator of legislative intent). Second, Defendant cannot simply ignore the fact that if the Road were truly abandoned, title to the Road would revert to another, which

we assume, without deciding, would be Defendant as the abutting landowner. Thus, even under Defendant's restrictive interpretation of the term “disposition,” an abandonment would have the effect of transferring possession of the Road to another. Accordingly, we reject Defendant's contention that Section 13–6–2 is inapplicable to abandonments.

Vacation can be effected only by a substantial observance of all mandatory legal requirements
§ 30:186. Proceedings to vacate—In general, 11 McQuillin Mun. Corp. § 30:186 (3d ed.)

As previously noted the power to vacate streets is often vested exclusively in the common council, or the governing legislative body, and in such case the courts cannot entertain an original proceeding for that purpose,16 since the vacation of streets is regarded as a legislative rather than a judicial function.
§ 30:186. Proceedings to vacate—In general, 11 McQuillin Mun. Corp. § 30:186 (3d ed.)

VI. Findings of Fact (Conclusions of Law):

1. A notice of the time and place of the public hearing for this case was published in the Roswell Daily Record at least fifteen (15) days prior to the date of this hearing.

2. Notifications of the public hearing were mailed via certified mail with return receipt requested to property owners of record, as shown by the Chaves County Assessor Map, with lots or land within one-hundred (100) feet of the area under consideration, excluding public rights-of-way.

3. This agenda, which includes this case, has been posted at City Hall and on the City of Roswell’s website for over seventy-two (72) hours as required by State of New Mexico law for a public hearing.

4. The property under consideration is currently within the jurisdiction of the City of Roswell, New Mexico.

5. Roswell Planning & Zoning Commission has jurisdiction to review this application and forward a recommendation to City Council.

6. City Council has jurisdiction to review this application and render a final decision.

7. As of the time of this writing, the Planning & Zoning Office has received zero (0) written protests, zero (0) verbal protests, and one (1) inquiry.

8. Roswell Subdivision Code Ordinance 0-15-10 Adopted August 6, 2015 Article 2. General Provisions Sec. 4. - Vacation of plats.

   A. *General.* The vacation of any tract, parcel or lot located in a subdivision or part thereof, or the vacation of any street, alley, or other public use may be initiated by the owner or owners of said tract, parcel or lot, or by the owner or owners immediately adjacent to said street, alley or other public grounds. The request for any such vacation shall be submitted in the like manner as that for applications for minor subdivisions.

   B. *Procedure.* The application shall include a plat declaring what is to be vacated. Such a plat shall be processed and considered in the like manner as that of plats for minor subdivisions and shall operate to nullify the force and effect of the recording of the original plat being vacated, and to divest all public rights in the streets, alleys, or public grounds, and all dedications described in the original plat returning properties to adjoining property owners per state statute. All costs associated with the filing of the vacation plat shall be borne by the applicant.

9. Roswell Subdivision Code Ordinance Article 4. – SUBDIVISION APPLICATION PROCEDURE AND APPROVAL Sec. 3. - Approval process.

   A. *Minor subdivision.*
      1. *Pre-application sketch.* The applicant shall follow the provisions and procedures as set forth in section 1.C. of this article after attending a pre-application conference.
      2. *Final plat.* Following review of the pre-applications sketch, the applicant shall file an application for final plat approval of the proposed subdivision. The application shall:

      a. Be submitted on a form available at the zoning department together with the required fee;
      b. Include all land which the applicant proposes to subdivide and all land immediately adjacent for a distance of 100 feet, excluding the distance devoted to existing rights-of-way, together with the names, legal descriptions, and mailing addresses of all adjacent property owners within 100 feet of the outside boundaries of the plat, excluding the

distance devoted to existing rights-of-way, as shown in the county assessor's office;

c. Be accompanied by the number of copies as indicated on the application form of the final plat, as described in article 6 of this ordinance, and shall comply in all respects with the approved pre-application sketch;

d. Be presented to the zoning department in advance of the time and date established as the deadline for the regular meeting of the planning and zoning commission.

3. *Notification of property owners.* The city shall notify, by certified mail - return receipt requested, the owners of all property within 100 feet of the proposed plat, excluding the distance devoted to existing rights-of-way, the intent to subdivide the subject property. The notice shall state the date, time, and place of the public hearing that the proposed subdivision is to be considered.

4. *Advertisement of public hearing.* The city shall place an advertisement of the date, time, and place of the public hearing to be held before the planning and zoning commission on the proposed subdivision at least 15 days prior to the date of the hearing in a newspaper with general circulation in the jurisdiction of the planning and zoning commission and the city council. The location of the proposed subdivision and other pertinent information shall be included.

5. *Planning and zoning commission review.* Final submission of a plat under the terms of this subdivision ordinance shall be deemed to occur on the first date that the planning and zoning commission is scheduled to hold a public hearing on the application for approval of the final plat. The planning and zoning commission shall review all materials required to be submitted, consider the comments of the public received at the public hearing or submitted in writing, as well as the comments of city staff and other governmental agencies. The planning and zoning commission shall then make a recommendation to the city council to approve the application, disapprove the application, or approve the application subject to certain conditions. The planning and zoning commission shall set forth the reasons for its recommendation in writing.

The applicant may agree to an extension of time for the planning and zoning commission to hold the required public hearing, or to review and make its recommendation to the city council, in which case the time within which the city council is required to act on the final plat is extended.

If the planning and zoning commission fails to act on a recommendation on the date of the first scheduled public hearing, other than by reason of a lack of a quorum or other causes beyond the control of said commission or the city, or unless an extension is agreed to by the applicant, then the application shall be deemed recommended for approval, which shall be forwarded to the city council noting the reason for the approval.

6. *City council review.* The city council shall act to approve or disapprove the application for final plat approval within 35 days from the date of the final submission of the plat, or from the date of that the planning and zoning commission made its recommendation, if the applicant had agreed to an extension of time for the planning and zoning commission as provided in subsection 5. above, whichever is later.

   The city council shall consider the recommendation of the planning and zoning commission, and shall review all of the materials and written comments submitted to the commission, as well as the comments made at the public hearing held before the commission. The city council may also consider other materials or public comments received at the meeting when the recommendation is considered.

   The applicant may agree an extension of time for the city council to act upon the application for final plat approval, in which case the time within which the city council is required to act on the application is extended to the next regularly scheduled city council meeting.

   If the city council fails to approve or disapprove the application for final plat approval within 35 days from the date of the final submission of the plat, other than by reason of a lack of a quorum or other causes beyond the control of the city council, or from any extension of time agreed to by the applicant before the planning and zoning commission or before the city council, then the plat is deemed to be approved, and upon demand,

the city council shall issue a certificate approving the plat which the mayor shall sign and to which the city clerk shall attest.

10. Granting a vacation of E 9th Street would reduce the general public vehicular and employee/customer pedestrian traffic conflicts between N Main Street and N Virginia Avenue.

11. Granting a vacation of E 9th Street and the alleys for the purpose of infill development in the C-2 Community Commercial and I-1 Light Industrial corridors is not contrary to the public interest as 8th Street and 10th Street are both through-streets providing east-west access.

VII. Action by the Planning & Zoning Commission:

Unless evidence to the contrary is introduced in the public hearing, based on the Land Use and Zoning Considerations, Findings of Fact, materials provided, and testimony, it is recommended that the **Planning and Zoning Commission introduce a motion and vote on a recommendation for Zoning Case VAC-25-0007. The recommendation will be forwarded to City Council for final consideration.**

EXHIBIT C.1: VAC-25-0007

LETTER NOTIFYING SURROUNDING PROPERTY OWNERS

(Page 1 of 2)

LETTER SENT VIA CERTIFIED MAIL ON MARCH 14, 2025

TO SURROUNDING PROPERTY OWNERS

COMMUNITY DEVELOPMENT DEPARTMENT
500 N Main Street, Suite 100
Roswell, NM 88201
Telephone: (575) 637-6280

RE: PUBLIC HEARING NOTICE FOR ZONING CASE VAC-25-0007

Dear Property Owner:

You have received this notice via certified mail because Chaves County Assessor information indicates you are a property owner of record within 100 feet of City of Roswell Planning & Zoning Case VAC-25-0007. This notice informs you of an upcoming public hearing before the City of Roswell Planning and Zoning Commission regarding a Zoning Case for the following property.

DESCRIPTION OF ZONING APPLICATION REQUEST:

CASE VAC-25-0007 Request Vacation of 9th Street 60’ wide Public Right-of-Way from N Main Street to N Virginia Avenue; and vacate adjacent north & south alleys from 8th St to south of 9th St from Public Rights-of-Way and convert to 25’ Public Utility and Reciprocal Access Easements for Infill Development in the C-2 Community Commercial & I-1 Light Industrial Zoning Districts.

PROPERTY OWNER: Property Management Group F2 LLC
PROPERTY OWNER: RLJ INVESTMENTS, LLC
APPLICANT: Smith Engineering Co.

LOCATIONS, ADDRESSES, & LEGAL SUMMARIES OF PROPERTIES ADJACENT TO ROWs:

9th Street ROW & Alleys north & south of 9th Street in the 800 & 900 Blocks of N Main Street & N Virginia Avenue adjacent to the following properties:
(801, 803, 821, 823 N Main St -- Subd: NORTH SPRING RIVER Block: 2 Lot: 8 THRU: Lot: 14 , , , , , , Quarter: NW S: 33 T: 10S R: 24E BOUNDARY SURVEY (S11-42) BK: 799 PG: 958 SWD);
(911 N Main St & 105 E 9th St-- Subd: NORTH SPRING RIVER Block: 7 Lot: 8 THRU:- Lot: 11 AND:- Lot: N 20' OF VACATED 9TH ST , , , , S: 33 T: 10S R: 24E BOUNDARY SURVEY (S11-42) BK: 799 PG: 958 SWD); (800 N Virginia Ave -- Subd: NORTH SPRING RIVER Block: 2 Lot: 6 AND:- Lot: 7 , Quarter: SW S: 33 T: 10S R: 24E BK 732 PG 1064 WD); (110 E 9th St - Subd: NORTH SPRING RIVER Block: 2 Lot: 1 THRU:- Lot: 5 , , , , Quarter: NW S: 33 T: 10S R: 24E BK 732 PG 1064 WD); and (900, 904, 906, 908 N Virginia Ave -- Subd: NORTH SPRING RIVER Block: 7 Lot: 3 THRU:- Lot: 7 , , , , Quarter: NW S: 33 T: 10S R: 24E BOUNDARY SURVEY (S11-42) BK: 799 PG: 958 SWD.)

The City of Roswell Planning and Zoning Commission will hear public comments on the above zoning case on Date: TUESDAY, April 1, 2025 at 6:00 p.m. in the Roswell Development Services Conference Room located at 500 North Main Street, Suite 100 in the Sun West Centre Office Complex. You are entitled, although not obligated, to comment either in writing to our office or at the hearing.
To be considered, written protests must be submitted to and received by the Planning and Zoning Division no later than noon on the working day prior to the Planning and Zoning Commission meeting. Written comments may be delivered to the Planning & Zoning Division in the Roswell Development Services Office at 500 N Main Street Suite 100, or sent to: *City of Roswell, Planning & Zoning Administrator, PO BOX 1838, Roswell, NM 88202- 1838 or via email to m.hildreth@roswell-nm.gov* .

The **information packet** for these zoning cases will be available no later than 5:00 p.m., on **Friday, March 28, 2025,** and may be viewed on the City of Roswell website at https://www.roswell-nm.gov/489/Planning-Zoning-Commission.
You may inspect the information packet in detail by calling 575.637.6294 for an appointment at the Planning & Zoning Division in the Roswell Development Services Office at 500 N Main Street Suite 100. You may obtain copies of the information packet at a cost of 35 cents per sheet.

The City's Zoning Ordinance is available on the City of Roswell website online at:
https://library.municode.com/nm/roswell/codes/code_of_ordinances?nodeId=COOR_APXAZO
The City's Subdivision Code is available on the City of Roswell website online at:
https://library.municode.com/nm/roswell/codes/code_of_ordinances?nodeId=COOR_APXBSUCO

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 as soon as possible. Public documents including the agenda and minutes can be provided in various accessible formats. Please contact the City Clerk at 575-624-6700 if a summary or other type of accessible format is needed.

City Council will hold a final Public Hearing and render a final decision on April 10, 2025.

Respectfully,
Merideth Hildreth

(Area of Notification Map attached)

Merideth Hildreth, AICP
Planning & Zoning Administrator
m.hildreth@roswell-nm.gov
575.637.6294

ANEXO C.2: VAC-25-0007
CARTA DE NOTIFICANDO A LOS PROPIETARIOS DE LOS ALREDEDORES
CARTA ENVIADA POR CORREO CERTIFICADO EL 14 DE MARZO DE 2025
A LOS PROPIETARIOS DE LOS ALREDEDORES

COMMUNITY DEVELOPMENT DEPARTMENT
500 N Main Street, Suite 100
Roswell, NM 88201
Teléfono: (575) 637-6280

RE: AVISO DE AUDIENCIA PÚBLICA PARA EL CASO DE ZONIFICACIÓN VAC-25-0007

Estimado propietario:
Usted ha recibido este aviso por correo certificado porque el condado de Chaves Asesor la información indica que usted es un propietario registrado dentro **de los 100** pies del **Caso de Planificación y Zonificación de la Ciudad de Roswell VAC-25-0007.** Este aviso le informa del próximo audiencia pública ante la Comisión de Planificación y Zonificación de la Ciudad de Roswell con respecto a un caso de zonificación para la siguiente propiedad.

DESCRIPCIÓN DE LA SOLICITUD DE ZONIFICACIÓN:
CASO VAC-25-0007 Solicitud de Vacacionamiento del Derecho de Vía Pública de la Calle 9 60' ROW desde N Main Street hasta N Virginia Avenue y desocupar y convertir los callejones adyacentes de 25' de ancho al norte y al sur de 9th Street de Derechos de Paso Públicos a Servidumbres de Acceso Recíproco y Servicios Públicos de 25' para el Desarrollo de Relleno en los Distritos de Zonificación Comercial Comunitaria C-2 e I-1 de Zonificación Industrial Ligera.

PROPIETARIO: Property Management Group F2 LLC
PROPIETARIO: RLJ Investments, LLC
SOLICITANTE: Smith Engineering Co.
UBICACIÓN DE LA PROPIEDAD: 9th Street ROW y callejones al norte y al sur de 9th Street entre las cuadras 800 y 900 de N Main Street y N Virginia Avenue adyacentes a la propiedad dirigida como 801, 803, 821, 823 N Main Street; 911 N Main Street y 105 E 5th Street; La propiedad está domiciliada como 900, 904, 906, 908 N Virginia Avenue; 110 E 9th Street; 800 N Virginia Avenue.

DESCRIPCIÓN LEGAL: (801, 803, 821, 823 N Main St -- Subd: NORTH SPRING RIVER Block: 2 Lot: 8 THRU: Lot: 14 , , , , , , Quarter: NW S: 33 T: 10S R: 24E BOUNDARY SURVEY (S11-42) BK: 799 PG: 958 SWD); (911 N Main St & 105 E 9th St-- Subd: NORTH SPRING RIVER Block: 7 Lot: 8 THRU:- Lot: 11 AND:- Lot: N 20' OF VACATED 9TH ST , , , , S: 33 T: 10S R: 24E BOUNDARY SURVEY (S11-42) BK: 799 PG: 958 SWD); (800 N Virginia Ave -- Subd: NORTH SPRING RIVER Block: 2 Lot: 6 AND:- Lot: 7 , Quarter: SW S: 33 T: 10S R: 24E BK 732 PG 1064 WD); (110 E 9th St - Subd: NORTH SPRING RIVER Block: 2 Lot: 1 THRU:- Lot: 5 , , , , Quarter: NW S: 33 T: 10S R: 24E BK 732 PG 1064 WD); and (900, 904, 906, 908 N Virginia Ave -- Subd: NORTH SPRING RIVER Block: 7 Lot: 3 THRU:- Lot: 7 , , , , Quarter: NW S: 33 T: 10S R: 24E BOUNDARY SURVEY (S11-42) BK: 799 PG: 958 SWD.)

ANEXO C.2: VAC-25-0007
CARTA DE NOTIFICANDO A LOS PROPIETARIOS DE LOS ALREDEDORES

La Comisión de Planificación y Zonificación de la Ciudad de Roswell escuchará los comentarios del público sobre el caso de zonificación. Fecha: MARTES 1 de abril de 2025 a las 6:00 p.m. en la Sala de Conferencias de Roswell Development Services umbicada en 500 N Main Street, Suite 100 en el Complejo de las Oficinas de Sun West Centre. Usted tiene derecho, aunque no este obligado(a), a comentar por escrito a nuestra oficina o en persona en la audiencia.

Para ser considerado, las protestas por escrito deben ser presentadas y recibidas por la División de Planificación y Zonificación a más tardar del mediodía del día anterior de la reunión de la Comisión de Planificación y Zonificación. Los comentarios por escrito pueden enviarse a la División de Planificación y Zonificación en la Oficina de Servicios de Desarrollo de Roswell en 500 N Main Street Suite 100, o enviarse a: *Ciudad de Roswell, Administrador de Planificación y Zonificación, PO BOX 1838, Roswell, NM 88202-1838 o por correo electrónico a m.hildreth@roswell-nm.gov*.

El **paquete** de información para estos casos de zonificación estará disponible a más tardar a las 5:00 p.m., el **viernes 28 de marzo de 2025,** y se puede ver en https://www.roswell-nm.gov/489/Planning-Zoning-Commission. Puede inspeccionar el paquete de información en detalle llamando al 575.637.6294 para una cita en la División de Planificación y Zonificación en la Oficina de Servicios de Desarrollo de Roswell en 500 N Main Street, Suite 100. Puede obtener copias del paquete de información a un costo de 35 centavos por hoja.

La Ordenanza de Zonificación de la Ciudad está disponible en línea en:
https://library.municode.com/nm/roswell/codes/code_of_ordinances?nodeId=COOR_APXAZO
El código de subdivisión de la Ciudad está disponible en línea en:
https://library.municode.com/nm/roswell/codes/code_of_ordinances?nodeId=COOR_APXBSUCO

Si usted es una persona con una discapacidad que necesita un lector, amplificador, intérprete calificado de lenguaje de señas o cualquier otra forma de ayuda o servicio auxiliar para asistir o participar en la audiencia o reunión, comuníquese con Recursos Humanos al 575-624-6700 al menos una semana antes de la reunión o lo antes posible. Los documentos públicos, incluyendo el orden del día y las actas, pueden proporcionarse en varios formatos accesibles. Comuníquese con el Secretario Municipal al 575-624-6700 si necesita un resumen u otro tipo de formato accesible.

La Comisión de Planificación y Zonificación enviará una recomendación sobre este caso al Concejo Municipal para su consideración final.

Respetuosamente

Merideth Hildreth

Merideth Hildreth, AICP
Planning & Zoning Administrator
m.hildreth@roswell-nm.gov 575.637.6294

(Área de Mapa de Notificación adjunta)

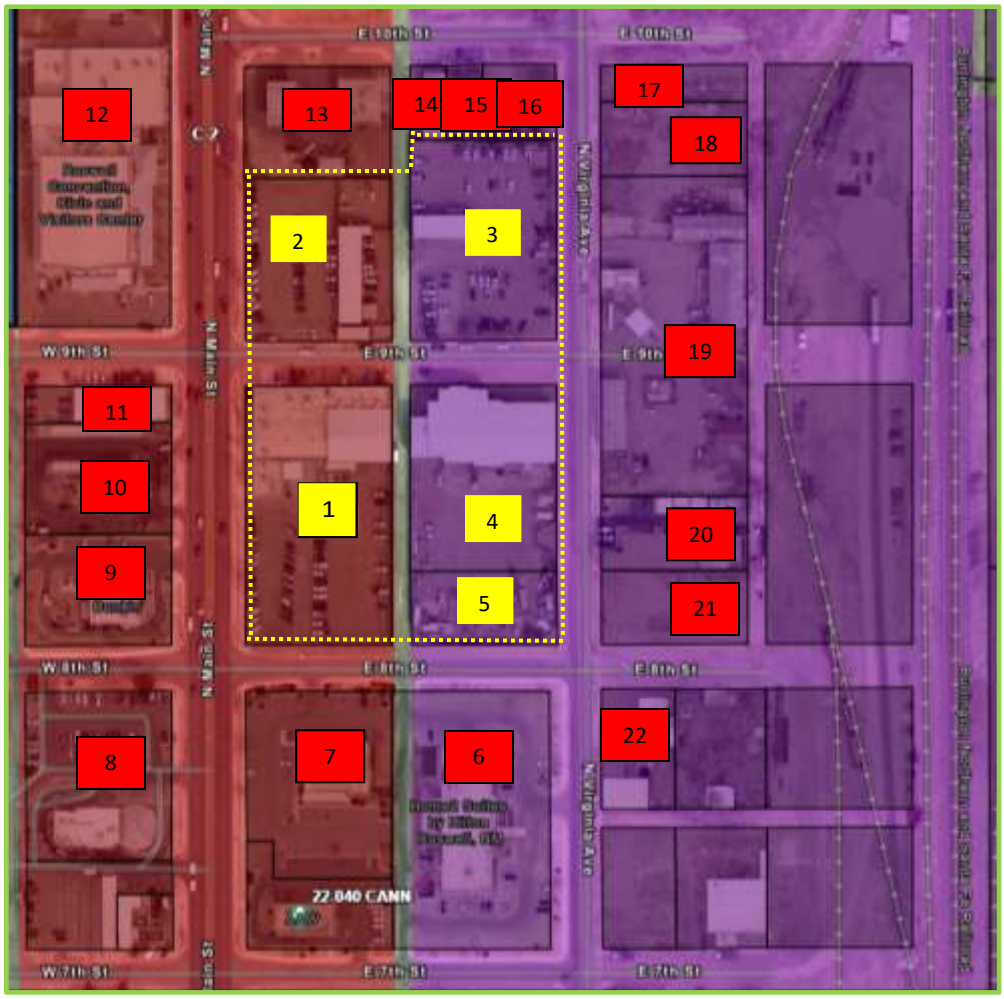
EXHIBIT D: CASE VAC-25-0007

Request for Public Right-of-Way Vacation of 9th Street 60’ ROW from N Main Street to N Virginia Avenue and vacate and convert 25’ wide adjacent alleys north and south of 9th St from Public Rights-of-Way to 25’ Public Utility and Reciprocal Access Easements for Infill Development in the C-2 Community Commercial and I-2 Light Industrial Zoning Districts.

Solicitud de Vacacionamiento del Derecho de Vía Pública de la Calle 9 60' ROW desde N Main Street hasta N Virginia Avenue y desocupar y convertir los callejones adyacentes de 25' de ancho al norte y al sur de 9th Street de Derechos de Paso Públicos a Servidumbres de Acceso Recíproco y Servicios Públicos de 25' para el Desarrollo de Relleno en los Distritos de Zonificación Comercial Comunitaria C-2 e I-1 de Zonificación Industrial Ligera.

CHAVES COUNTY ASSESSOR’S MAP IDENTIFYING PROPERTY UNDER CONSIDERATION AND PROPERTIES WITHIN ZONING CASE NOTIFICATION AREA

EL MAPA DEL TASADOR DEL CONDADO DE CHAVES QUE IDENTIFICA LA PROPIEDAD BAJO CONSIDERACIÓN Y LAS PROPIEDADES DENTRO DEL ÁREA DE NOTIFICACIÓN DE CASOS DE ZONIFICACIÓN



PROPERTY UNDER CONSIDERATION – 800 & 900 Blocks N Main St & N Virginia Ave
PROPIEDAD BAJO CONSIDERACIÓN – 800 & 900 Blocks N Main St & N Virginia Ave

PROPERTY UNDER CONSIDERATION – 800 & 900 Blocks N Main St & N Virginia Ave
PROPIEDAD BAJO CONSIDERACIÓN – 800 & 900 Blocks N Main St & N Virginia Ave

EXHIBIT E: VAC-25-0007 – NOTIFICATION AREA ADDRESSES

1, 2, 3
ROSWELL PROPERTY MANAGEMENT GROUP F2
C/O THOMAS KRUMLAND
PO BOX 1858
ROSWELL NM 88202

ROSWELL FORD
MANAGER
821 N MAIN STREET
ROSWELL NM 88201

TOBY GROSS
ROSWELL PROPERTY MANAGEMENT GROUP F2
2211 W 2nd ST
ROSWELL NM 88201

SCOTT HICKS P.E.
SMITH ENGINEERING CO
401 N PENNSYLVANIA AVE
ROSWELL NM 88201

2
ROSWELL FORD
MANAGER
911 N MAIN STREET
ROSWELL NM 88201

4, 5 (800 N VIRGINIA AVE – EQUIP YARD)
RLJ INVESTMENTS LLC
PO BOX 2899
ROSWELL NM 88202

RLJ INVESTMENTS LLC
110 E 9TH ST
ROSWELL NM 88201

6
ROSWELL HOTEL COMPANY LLC
1150 NATALIE LN
WATSONVILLE CA 95076

HOME SUITES II BY HILTON
OWNER OR MANAGER
700 N VIRGINIA AVE
ROSWELL NM 88201

7
FRANK & LYNN KIRK TRUST
C/O MARJORIE E GUILIANO EXEMPTION TRUST
INSPIRE BRANDS
3 GLENLAKE PKWY NE 5TH FLOOR
ATLANTA GA 30328

BUFFALO WILD WINGS
OWNER OR MANAGER
747 N MAIN ST
ROSWELL NM 88201

8
MCDONALD'S REAL ESTATE COMPANY
ATTN: DEPT 027 REAL ESTATE
110 N CARPENTER ST
CHICAGO IL 60607

MCDONALD'S
OWNER OR MANAGER
720 N MAIN ST
ROSWELL NM 88201

9, 10
LODEWICK PROPERTIES LLC
3305 WENTWOOD DR
DALLAS TX 75225

DUNKIN'
OWNER OR MANAGER
800 N MAIN ST
ROSWELL NM 88201

EXHIBIT E: VAC-25-0007 – NOTIFICATION AREA ADDRESSES

10
SONIC
OWNER OR MANAGER
808 N MAIN ST
ROSWELL NM 88201

11
NMKS INVESTMENTS LLC
824 MAIN ST STE A
ROSWELL NM 88201

CARABELLI'S DENTAL
OWNER
824 MAIN ST STE A
ROSWELL NM 88201

12
ROSWELL CONVENTION CENTER
MANAGER
912 N MAIN ST
ROSWELL NM 88201

CITY OF ROSWELL
C/O COMMUNITY DEVELOPMENT DEPT
PO BOX 1838
ROSWELL NM 88202-1838

13
BREWER OIL CO
PO BOX 1347
ARTESIA NM 88211-1347

BREWER OIL
MANAGER
917 N MAIN ST
ROSWELL NM 88201

14
JAMES P MCDEVITT
2707 N MONTANA AVE
ROSWELL NM 88201

CURRENT PROPERTY OWNER OR TENANT
108 E 10TH ST
ROSWELL NM 88201

15, 16 (912 N VIRGINIA AVE – UNDEVELOPED)
JESSE & JAHANNA MCDANIEL
2509 N CAMBRIDGE AVE
ROSWELL NM 88201

MCDANIEL HOME SOLUTIONS
110 E 10TH ST
ROSWELL NM 88201

17 (913 N VIRGINIA AVE - VACANT LAND)
MORRIS E SCHERTZ & HOLLY K SCHERTZ
PO BOX 2588
ROSWELL NM 88202-2588

18 (911 N VIRGINIA AVE - VACANT LAND)
21(801 N VIRGINIA – VACANT LAND)
MORRIS E SCHERTZ & HOLLY K SCHERTZ
1407 S SUNSET AVE
ROSWELL NM 88203

19
ABC PROPANE INC
PO BOX 490
ROSWELL NM 88202-0490

ABC PROPANE INC
OWNER OR MANAGER
813 N VIRGINIA AVE
ROSWELL NM 88201

20
NEIL KRON & CAROLINE KRON
725 CR L
CLOVIS NM 88101

NEIL KRON & CAROLINE KRON
OR CURRENT PROPERTY OWNER
805 N VIRGINIA AVE
ROSWELL NM 88201

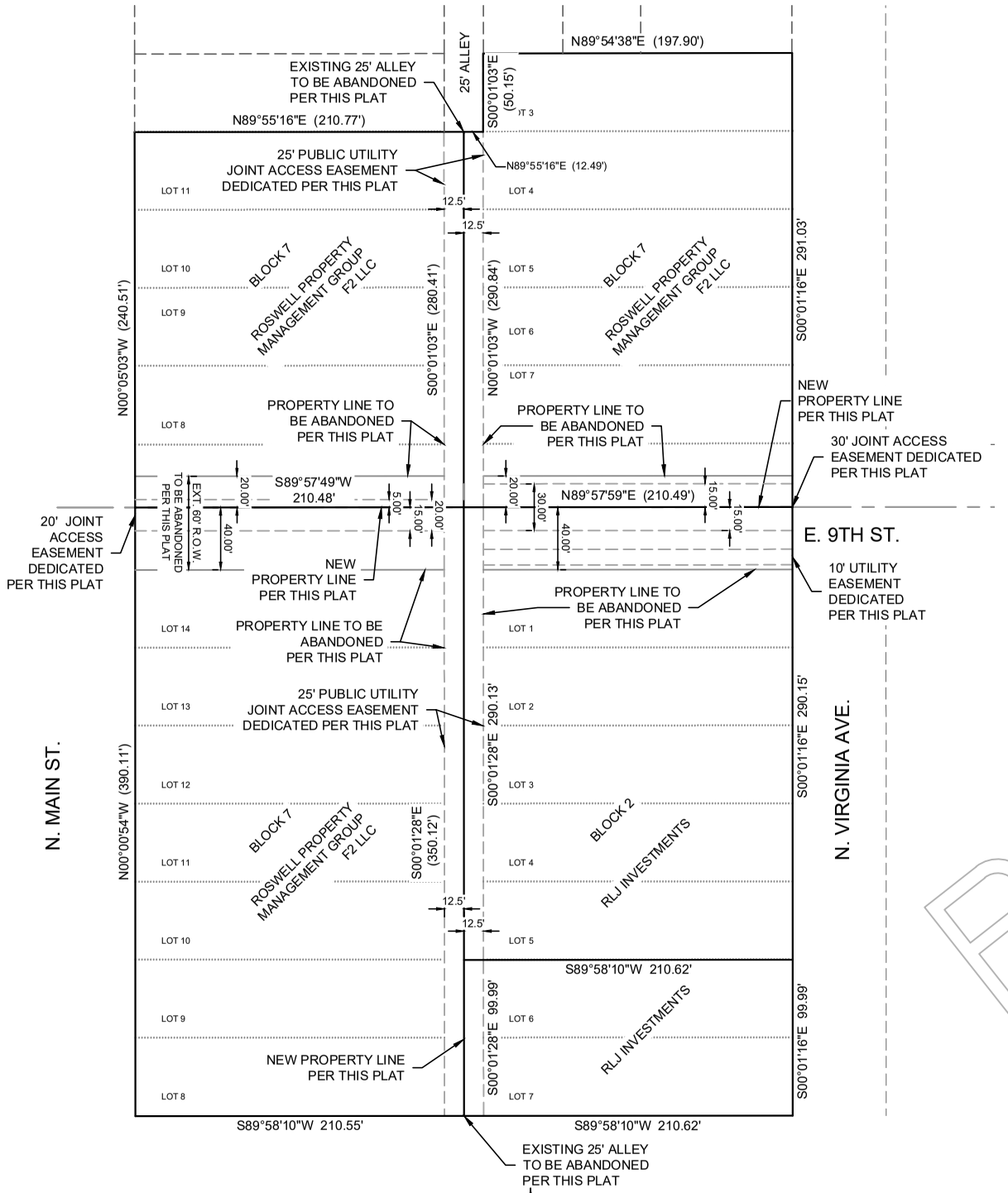
21
MICHAEL BEITZ & MARIA BEITZ
715 N VIRGINIA AVE
ROSWELL NM 88201-6317

EXHIBIT F VAC-25-0007: PRELIMINARY EAST 9TH ST. R.O.W. VACATION REPLAT & 9TH ST. R.O.W. VACATE EXHIBIT (PAGE 1 OF 2)

EAST 9TH ST. R.O.W. VACATION REPLAT

PART OF BLOCKS 2 AND 7 OF NORTH SPRING RIVER ADDITION.

ROSWELL — CHAVES COUNTY — NEW MEXICO



DEDICATION:

STATE OF NEW MEXICO)
COUNTY OF CHAVES)

BE IT KNOWN THAT THE UNDERSIGNED OWNERS AND PROPRIETORS OF A PORTION OF THE PART OF BLOCKS 2 AND 7 OF NORTH SPRING RIVER ADDITION., CONTAINING 6.33 ACRES MORE OR LESS, HAVE CAUSED THE SAME TO BE PLATTED, WITH THEIR FREE WILL AND DESIRE, INTO WHAT IS HEREBY KNOWN AND DESIGNATED AS EAST 9TH ST. R.O.W. VACATION REPLAT, CITY OF ROSWELL, CHAVES COUNTY, NEW MEXICO AND ALL EASEMENTS SHOWN HEREIN ARE DEDICATED TO THE USE AND BENEFIT OF THE PUBLIC.

IN WITNESS WHEREOF THE UNDERSIGNED HAS HEREUNTO SET HIS HAND AND

SEAL ON THIS THE_____DAY OF_____ 2025.

ROSWELL PROPERTY MANAGEMENT GROUP F2 LLC

IN WITNESS WHEREOF THE UNDERSIGNED HAS HEREUNTO SET HIS HAND AND

SEAL ON THIS THE_____DAY OF_____ 2025.

RLJ INVESTMENTS

NOTES:

1. BEARINGS BASED UPON RECORDED PLAT.
2. RECORD AND MEASURED DIMENSIONS ARE EQUIVALENT UNLESS OTHERWISE NOTED.
3. UTILITY LINES AND OTHER IMPROVEMENTS ARE NOT SHOWN EXCEPT THOSE WHICH MAY BE INTERPRETED AS A BOUNDARY LINE OR SHOW A LINE OF OCCUPATION.

DOCUMENTS USED IN PERFORMING THIS SURVEY:

BOUNDARY SURVEY OF LOTS 8-14 IN BLOCK 2, LOTS 3-7 IN BLOCK 7, TOGETHER WITH A VACATED R/W ADJACENT TO THE SOUTH LINE OF BLOCK 7 ALL IN NORTH SPRING RIVER ADDITION, PLAT BOOK - 294, PAGE - 960, PLAT BOOK - 259, PAGE - 595, PLAT BOOK - 198, PAGE - 126, PLAT BOOK - 176, PAGE - 172

ROSWELL FORD PROPERTY BOUNDARY SURVEY, PLAT BOOK - 420, PAGE 753, PLAT BOOK - 153 PAGE - 280

SURVEYOR'S CERTIFICATE

I, CASEY K. HUNTER, NEW MEXICO PROFESSIONAL SURVEYOR No.21207, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS A LAND DIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND IS IN THE JURISDICTION OF THE CITY OF ROSWELL, CHAVES COUNTY, NEW MEXICO. LAND IS DIVIDED IN ACCORDANCE WITH THE FINAL PLAT AND ALL SIGNATURES WERE OBTAINED AFTER ALL REVISIONS WERE MADE TO THE FINAL PLAT.

CASEY K. HUNTER, P.S. NO. 21207 DATE:
401 PENNSYLVANIA AVE.
ROSWELL, NEW MEXICO 88201
DATE OF SURVEY:

CONCURRENCE

CENTURYLINK DATE

NEW MEXICO GAS COMPANY DATE

SPARKLIGHT DATE

XCEL ENERGY DATE

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
COUNTY OF CHAVES)

THIS IS TO CERTIFY THAT THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE

ME ON THIS THE_____DAY OF_____2025.

BY ROSWELL PROPERTY MANAGEMENT GROUP

MY COMMISSION EXPIRES: NOTARY PUBLIC

IN WITNESS WHEREOF THE UNDERSIGNED HAS HEREUNTO SET HIS HAND AND

SEAL ON THIS THE_____DAY OF_____, 2025.

RLJ INVESTMENTS

APPROVAL OF THE CITY OF ROSWELL

STATE OF NEW MEXICO)
COUNTY OF CHAVES)

THIS IS TO CERTIFY THAT THIS FOREGOING EAST 9TH ST. R.O.W. VACATION REPLAT CITY OF ROSWELL, CHAVES COUNTY, NEW MEXICO, HAS BEEN EXAMINED AND APPROVED BY THE CITY OF ROSWELL, CHAVES COUNTY, NEW MEXICO.

CITY MANAGER DATE

ATTEST DATE

INDEXING INFORMATION FOR COUNTY CLERK

OWNER(S): ROSWELL PROPERTY MANAGEMENT GROUP F2 LLC & RLJ INVESTMENTS

SECTION(S): BLOCKS 2 AND 7 TOWNSHIP(S): S33 T10 R34 RANGE(S): LOTS 3-11 BLOCK 2 AND LOTS 1-14 BLOCK 7

SUBDIVISION: NORTH SPRING RIVER ADDITION.

FILING AND RECORDING

FILED FOR RECORD IN THE CHAVES COUNTY CLERK'S OFFICE ON THE_____,

DAY OF_____, 2025 AT_____ A.M. P.M. PLAT BOOK_____PAGE_____,

FEE:_____.

RECEIPT#_____.

COUNTY CLERK DEPUTY

LEGEND

PROPERTY LINE
ABANDONED PROPERTY LINE
LOT LINE
UTILITY AND/OR JOINT ACCESS EASEMENT

SMITH ENGINEERING COMPANY

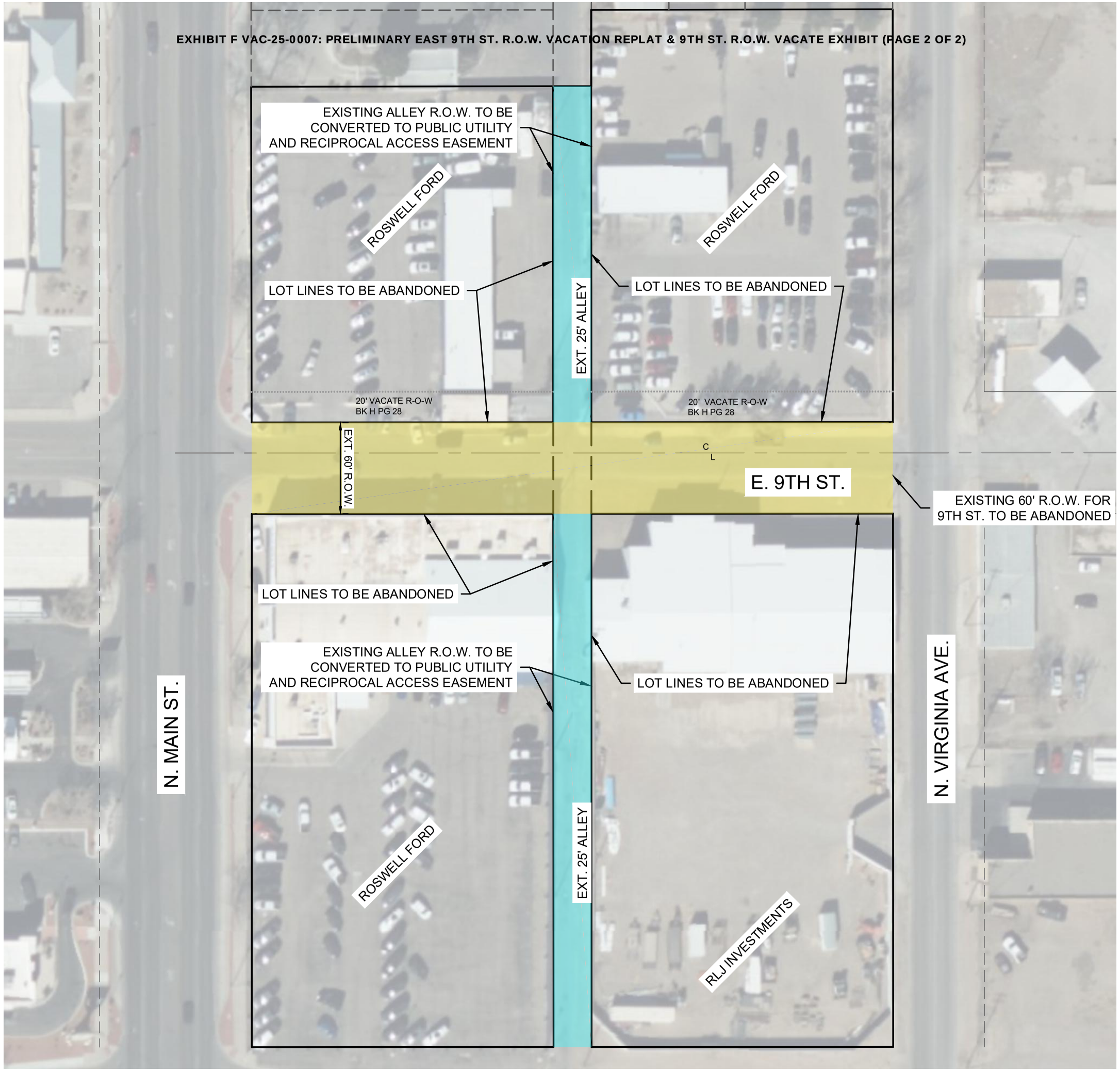
SOLUTIONS FOR TODAY...
VISION FOR TOMORROW

401 Pennsylvania
Roswell, NM 88201
Phone: (575) 622-8866
Fax: (575) 623-3951

PRELIMINARY

R:\SEC--PROJECTS\324618\CADD\Survey_data\R.O.W. VACATION REPLAT EXHIBIT .dwg Mar 03, 2025 - 9:06am Saved By: tomnew

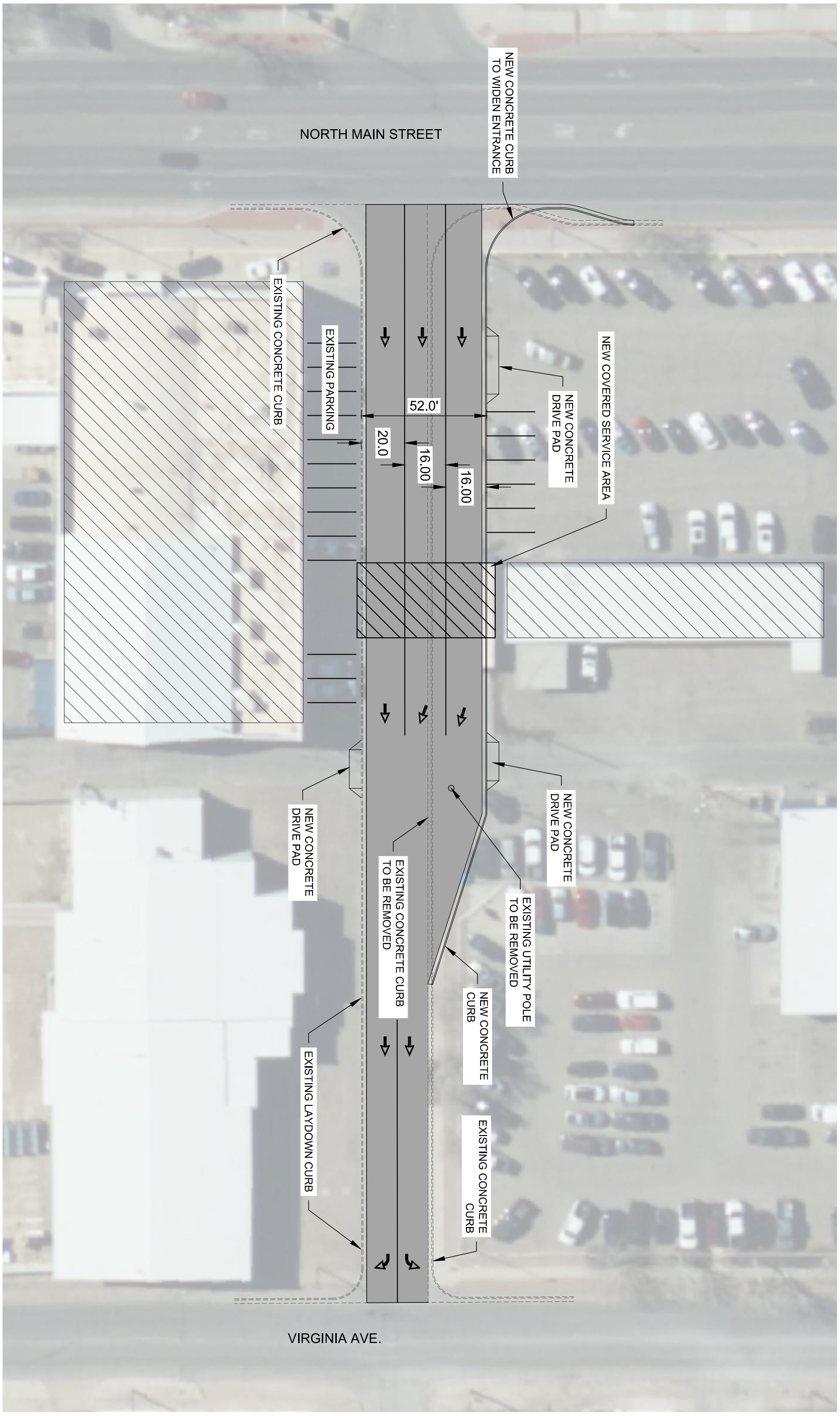
EXHIBIT F VAC-25-0007: PRELIMINARY EAST 9TH ST. R.O.W. VACATION REPLAT & 9TH ST. R.O.W. VACATE EXHIBIT (PAGE 2 OF 2)



9TH ST. R.O.W.
VACATE EXHIBIT

SMITH ENGINEERING

EXHIBIT G VAC-25-0007: ROSWELL FORD E 9TH STREET SERVICE LANE CONCEPT



SHEET NO: 1-1	DATE: DEC. 2024	JOB NO: P-121624	

SMITH ENGINEERING

Solutions for Today...
Vision for Tomorrow

401 N Pennsylvania
Roswell, NM 88201
Phone: 575-622-8866
www.smithengineering.pro

ROSWELL FORD
NORTH MAIN STREET

CONCEPTUAL SERVICE ENTRANCE LAYOUT
OPTION 2

ROSWELL FORD
ROSWELL, NEW MEXICO

NO.	REVISION DESCRIPTION	DATE	BY
5			
4			
3			
2			
1			

PRELIMINARY NOT FOR CONSTRUCTION

P:\Proposal Data_2024 Proposals\Roswell Ford\CAD\Roswell Ford option 2.dwg Dec 17, 2024 - 9:14am Saved By: tommyr

Scott Hicks

From: Snipes, Kimberly <Kimberly.Snipes1@lumen.com>
Sent: Thursday, February 13, 2025 9:24 AM
To: Scott Hicks
Subject: RE: 9th St. ROW vacate

Hi Scott,

If Mr. Rhodes installs a conduit that would make it a lot easier to do in the future. It would need to be a 4" conduit and 18"-24" underground.

I think a 10' easement would be great. As long as we have access and the dedication of the easement it should be good.

Thanks,

Kim Snipes
Network Implementation Engineer II
311 N Richardson Ave, Roswell, NM, 88201
tel: 575-625-5077 | cell: 575-291-5234
kimberly.snipes1@lumen.com

From: Scott Hicks <ScottH@smithengineering.pro>
Sent: Thursday, February 13, 2025 8:24 AM
To: Snipes, Kimberly <Kimberly.Snipes1@lumen.com>
Subject: 9th St. ROW vacate

Hey Kim,

So, we had the meeting with Rick Rhoads who owns that east parcel behind the Ford lot on Tuesday. It looks like for now, he is not going to push getting that overhead line that runs along the north side of his building put underground. But they are planning on paving that area between his building and the back of curb, so he wanted to know if CenturyLink (Lumen) would allow him to trench across there and install conduit before they pave so that it would be there if the line ever was to go underground.

If you gave us the specs for the type of conduit, depth, etc… and they installed it per those specs for future use, would that be something you guys would consider?

Also like we talked about, the plan is to dedicate a utility easement across there for the line once the ROW for 9th is vacated. The owner wants to dedicate 10' width for that easement…wanted to make sure that was enough on your end.

So if you can let me know on both of these items, I would sure appreciate it!

Thanks again Kim!

Scott

Scott Hicks, PE
Team Leader / Vice President

CELEBRATING 35 YEARS | Smith Engineering Company

Office: 575-622-8866 | Direct: 575-624-3020 | www.smithengineering.pro
401 N. Pennsylvania Roswell, NM 88201

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Scott Hicks

From: Sandoval, David <David.Sandoval@nmgco.com>
Sent: Wednesday, January 8, 2025 10:27 AM
To: Estvanko, Jeff; Kauffman, Brandon J.
Cc: Scott Hicks; Mendoza, Danny R.; Naranjo Lujan, Santiago A.
Subject: Re: 9th St. Right-of-Way, Alley

Follow Up Flag: Follow up
Flag Status: Flagged

Thank you for the fast response.

I've copied the engineer that the business hired to handle this matter.

Thank you again for your help, please me know if I am able to help with anything.

From: Estvanko, Jeff <Jeff.Estvanko@nmgco.com>
Sent: Wednesday, January 8, 2025 9:15 AM
To: Sandoval, David <David.Sandoval@nmgco.com>; Kauffman, Brandon J. <Brandon.Kauffman@nmgco.com>
Subject: RE: 9th St. Right-of-Way, Alley

Good morning David,

To verify- They would like to vacate the 9th Street Road/public ROW between Main St & Virginia Ave, and then vacate the public alley from 8th street north to 10th Street, but retain this as a public Utility Easement (PUE). Correct?

If so, NMGC could be agreeable to 9th Street since we currently don't have facilities in the street and will need to retain PUE in the alley and crossing 9th Street) since we do have facilities there. And yes we would need the ability for 24/7 access.

Since they would be vacating existing ROWs Brandon will have to sign off so will have the final say if agreeable and any stipulations. Any further discussion on this one should go thru him. He is cc'd on this.

Regards,

Jeff Estvanko
Right-of-Way Agent
New Mexico Gas Company
Office 505-798-3373
Cell 505-269-1213
Jeff.Estvanko@nmgco.com
7120 Wyoming Blvd NE. Ste. 20
Albuquerque, NM 87109
Mail stop- MS BC22

From: Sandoval, David <David.Sandoval@nmgco.com>
Sent: Wednesday, January 8, 2025 8:44 AM
To: Estvanko, Jeff <Jeff.Estvanko@nmgco.com>
Subject: Fw: 9th St. Right-of-Way, Alley

Good Morning jeff

Could you look into this for me please? Let me know what you think .. Thank you

---

From: Scott Hicks <ScottH@smithengineering.pro>
Sent: Tuesday, January 7, 2025 5:00 PM
To: Sandoval, David <David.Sandoval@nmgco.com>
Subject: 9th St. Right-of-Way, Alley

***** CAUTION! EXTERNAL SENDER *** STOP. EXAMINE. VERIFY!! Were you expecting this email? Are grammar and spelling correct? Does the content make sense? Can you verify the sender? To report a suspicious email, use the Forward to Phishing button or forward the email to phishing@tecoenergy.com. Do not click links, open attachments, or enter your ID or password.**

David,

To follow up with my phone call earlier today, I met with Toby Gross from Roswell Ford and Louis and James from the City regarding 9th St. between N. Main and N. Virginia and the alley in that block running north and south. Roswell Ford would like to get the City to vacate the right-of-way for 9th St. through there and then convert the alley into a public utility easement. The City is supportive of all that, but Toby needs to get his neighbor to the east on board and we also need to talk to the utility companies.

I have attached a screenshot of the area. So, I wanted to ask if you would look at what gas utility, if any, there is running in 9th through that block and see if NM Gas would have any opposition to vacating that ROW. I know there is gas in the alley, so also wanted to ask if NM Gas would have any opposition to converting that alley from 8th to about where the Shell station property is there on 10th to a " public utility easement" through there. Ford would see to it that all utility companies that needed access to the easement would have it. The City has a sewer line in there so they will have access as well, but Louis and James didn't have an issue with converting it to an easement.

So if you can take a look and get with Danny and Santi about it as well, and let me know any thoughts on this, I sure would appreciate it.

Thanks!

Scott

Scott Hicks, PE
Team Leader / Vice President

CELEBRATING 35 YEARS Smith Engineering Company
Office: 575-622-8866 | Direct: 575-624-3020 | www.smithengineering.pro
401 N. Pennsylvania Roswell, NM 88201

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Scott Hicks

From: Salvarrey, Antonio A <Antonio.A.Salvarrey@xcelenergy.com>
Sent: Wednesday, November 27, 2024 3:32 PM
To: Scott Hicks
Cc: Francisco Salvarrey
Subject: RE: 9th St. ROW vacate - alley

Sounds good sir. If the width stays the same as what is existing then that will be sufficient.

Thank you!

Antonio Salvarrey
Xcel Energy
Engineer, Distribution Design
910 E Bland St, Roswell, NM 88203
P: 575.625.5914 **C:** 575.914.1326
E: Antonio.A.Salvarrey@xcelenergy.com

From: Scott Hicks <ScottH@smithengineering.pro>
Sent: Wednesday, November 20, 2024 5:00 PM
To: Salvarrey, Antonio A <Antonio.A.Salvarrey@xcelenergy.com>
Cc: Francisco Salvarrey <Franciscos@smithengineering.pro>
Subject: RE: 9th St. ROW vacate - alley

EXTERNAL - STOP & THINK before opening links and attachments.

Hey Tony,

Yes, where you have the red are the areas I am talking about. But they would just be converting the same width of the alley, I believe it is 20', to the utility easement. There are existing buildings right along there so I don't see it getting widened to 30'.

But things are still in the early stages on this, but thank you for getting back to me so quickly. When I meet with those guys again about it, I can tell them that I did get with Xcel and that, initially, it doesn't look like it will be an issue. There's still some other hoops Ford is going to have to jump through to get this further along anyway.

Thanks again for taking a look!

Scott

Scott Hicks, PE
Team Leader / Vice President

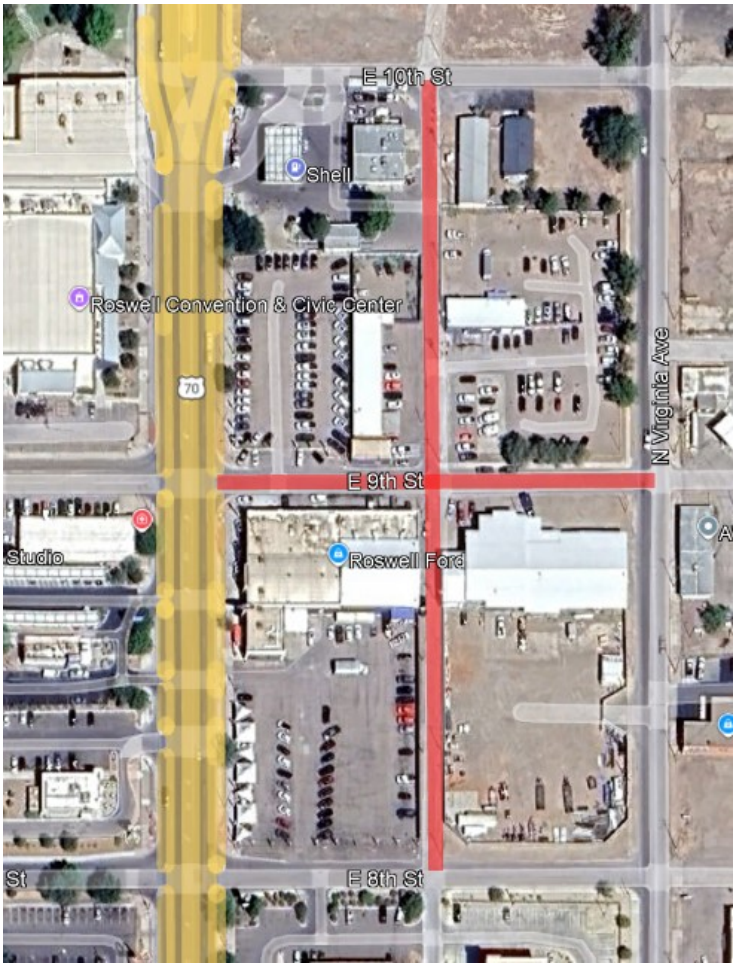
CELEBRATING 35 YEARS Smith Engineering Company

Office: 575-622-8866 | Direct: 575-624-3020 | www.smithengineering.pro
401 N. Pennsylvania Roswell, NM 88201

From: Salvarrey, Antonio A <Antonio.A.Salvarrey@xcelenergy.com>
Sent: Wednesday, November 20, 2024 1:26 PM
To: Scott Hicks <ScottH@smithengineering.pro>
Cc: Francisco Salvarrey <Franciscos@smithengineering.pro>
Subject: RE: 9th St. ROW vacate - alley

Good morning,

I don't believe I see an issue with these changes. We do have a 3PH line running through the alley so we would want a 30' utility easement. Other customers are being fed past that point so we'd want to assure they granted proper access. Just to confirm, the highlighted area below is the area you are referring to correct?



Thank you,

Antonio Salvarrey
Xcel Energy
Engineer, Distribution Design
910 E Bland St, Roswell, NM 88203
P: 575.625.5914 **C:** 575.914.1326
E: Antonio.A.Salvarrey@xcelenergy.com

From: Scott Hicks <ScottH@smithengineering.pro>
Sent: Wednesday, November 20, 2024 7:41 AM

To: Salvarrey, Antonio A <Antonio.A.Salvarrey@xcelenergy.com>
Cc: Francisco Salvarrey <Franciscos@smithengineering.pro>
Subject: 9th St. ROW vacate - alley

EXTERNAL - STOP & THINK before opening links and attachments.

Hey Tony,

I met with Toby Gross from Roswell Ford and Louis and James from the City yesterday regarding 9th St. between N. Main and N. Virginia and the alley in that block running north and south. Roswell Ford would like to get the City to vacate the right-of-way for 9th St. through there and then change the alley into an easement. The City is supportive of all that, but Toby needs to get his neighbor to the east on board and we also need to talk to the utility companies.

I have attached a screenshot of the area. So I wanted to ask if you would look at what you guys have, if anything, running in 9th through that block and see if you have any opposition to vacating that ROW. I know there is overhead in the alley, so also wanted to ask if you had any opposition to converting that alley from 8th to about where the Shell station property is there on 10th to a "utility easement" through there. Ford would see to it that all utility companies that needed access to the easement would have it. The City has a sewer line in there so they will have access as well, but Louis and James didn't have an issue with converting it to an easement.

So if you can take a look at that and let me know your thoughts there, I sure would appreciate it.

Thanks!

Scott

Scott Hicks, PE
Team Leader / Vice President

CELEBRATING 35 YEARS | Smith Engineering Company

Office: 575-622-8866 | Direct: 575-624-3020 | www.smithengineering.pro
401 N. Pennsylvania Roswell, NM 88201

From: Scott Hicks
To: Scott Hicks
Subject: FW: 9th St./alley vacate
Date: Monday, March 3, 2025 9:53:39 AM
Attachments: image001.png
Outlook-q00y5zpy.png

From: Raby, Clinton <Clinton.Raby@sparklight.biz>
Sent: Monday, March 3, 2025 9:47 AM
To: Scott Hicks <ScottH@smithengineering.pro>
Subject: Re: 9th St./alley vacate

Good Morning Scott,

Sparklight has no problem with this plan so long as we can access our lines. If you have any questions or concerns, please contact me by email or mobile.

Thank You,

Sparklight

Clint Raby

Field Operations Manager | **Sparklight**

T: 575-317-5879

2005 S Main Street, Roswell, NM 88203

Clinton.Raby@sparklight.biz

From: Scott Hicks
Sent: Monday, February 24, 2025 9:30 AM
To: clinton.raby@sparklight.biz
Subject: 9th St./alley vacate

Good morning Clint,

Hey wondering if you could help me out with a quick email back confirming that you and I talked about Sparklight not having any opposition to the City of Roswell vacating the existing

60' right-of-way of E. 9th St. between N. Main and N. Virginia Ave., as well as having no opposition to vacating and converting the 25' public alley north and south of 9th St. to a 25' Public Utility and Joint Access Easement. All of the utility companies, as well as the City of Roswell, will have access to any and all easements created by the vacation of the right-of-way and alleys.

I just need email confirmation so I can show the City P&Z folks that I have discussed this with all the utility companies.

So if you can send me a quick response in agreement with this, I sure would appreciate it!

Thanks Clint!!

Scott

Scott Hicks, PE
Team Leader / Vice President

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Office: 575-622-8866 | Direct: 575-624-3020 | www.smithengineering.pro
401 N. Pennsylvania Roswell, NM 88201

Outlook

RE: Dumpster access - Shell Station

From Scott Hicks <ScottH@smithengineering.pro>
Date Thu 3/27/2025 9:42 AM
To Abraham Chaparro <a.chaparro@roswell-nm.gov>; Louis Najar <l.najar@roswell-nm.gov>; Phillip j. Sanchez <pj.sanchez@roswell-nm.gov>; Merideth Hildreth <m.hildreth@roswell-nm.gov>

Sounds good Abraham. Really appreciate you getting back to me on this, as well as your input in our phone call this morning.

We'll be sure and coordinate more with you as the site plans get further developed once we have approval on everything for 9th St. and the alleys.

Thanks again!

Scott

Scott Hicks, PE
Team Leader / Vice President

CELEBRATING 35 YEARS | Smith Engineering Company

Office: 575-622-8866 | Direct: 575-624-3020 | www.smithengineering.pro
401 N. Pennsylvania Roswell, NM 88201

From: Abraham Chaparro <a.chaparro@roswell-nm.gov>
Sent: Wednesday, March 26, 2025 4:26 PM
To: Scott Hicks <ScottH@smithengineering.pro>; Louis Najar <l.najar@roswell-nm.gov>; Phillip j. Sanchez <pj.sanchez@roswell-nm.gov>
Subject: RE: Dumpster access - Shell Station

Scott,

We are in conditional agreement the closure. We will need and enclosure built for the Ford House containers off of 8th street or Virginia. When ready please send us preliminary plans for review. We have no conflict for Shell.

ROSWELL Solid Waste

Abraham T. Chaparro
SOLID WASTE DIRECTOR
CITY OF ROSWELL • SOLID WASTE
Office/Cell: 575.624.6746 EXT 3205 • a.chaparro@roswell-nm.gov
3006 W. Brasher Rd. Roswell, NM 88203
roswell-nm.gov flyroswell.com seeroswell.com

From: Scott Hicks <ScottH@smithengineering.pro>
Sent: Monday, March 24, 2025 3:11 PM
To: Abraham Chaparro <a.chaparro@roswell-nm.gov>
Subject: Dumpster access - Shell Station

Hey good afternoon Abraham,

I'm working with Roswell Ford on the vacation request of the 9th St. right-of-way between N. Main St. and N. Virginia Ave., and the conversion of the alley between 8th St. up to the end of their property close to 10th St. into a public utility and joint access easement. We've had some discussions with Louis Najar and he's on board with what is being proposed. Not sure if he has talked to you yet or not.

But I wanted to see if you can take a look at the attached picture of the dumpster at the back of the Shell Station at 917 N. Main St. and let me know how the trucks get in and out of there to service that dumpster.

So if you can do that, I would really appreciate it. And if it would be easier to talk about it or if you have any questions about what is being proposed, please just give me a call on my cell at 575-626-5042.

Thanks again Abraham!

Scott

Scott Hicks, PE
Team Leader / Vice President

CELEBRATING 35 YEARS | Smith Engineering Company

Office: 575-622-8866 | Direct: 575-624-3020 | www.smithengineering.pro
401 N. Pennsylvania Roswell, NM 88201

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RESOLUTION 20-23

ADOPTION OF A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO, MODIFYING THE BOUNDARIES FOR RAILROAD DISTRICT METROPOLITAN REDEVELOPMENT DISTRICT.

WHEREAS, the City of Roswell supports the revitalization and economic development of its traditional and/or historic commercial Railroad District as a designated Metropolitan Redevelopment District (MRA); and,

WHEREAS, the City of Roswell recognizes that the exact boundaries of Railroad District as a designated Metropolitan Redevelopment District must be identified to reduce confusion or uncertainty, and to encourage the redevelopment of this area for the benefit of the City of Roswell.

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

Attachment A shows the current Railroad District MRA boundaries. Attachment B shows the revised boundaries for the Railroad District Metropolitan Redevelopment District.

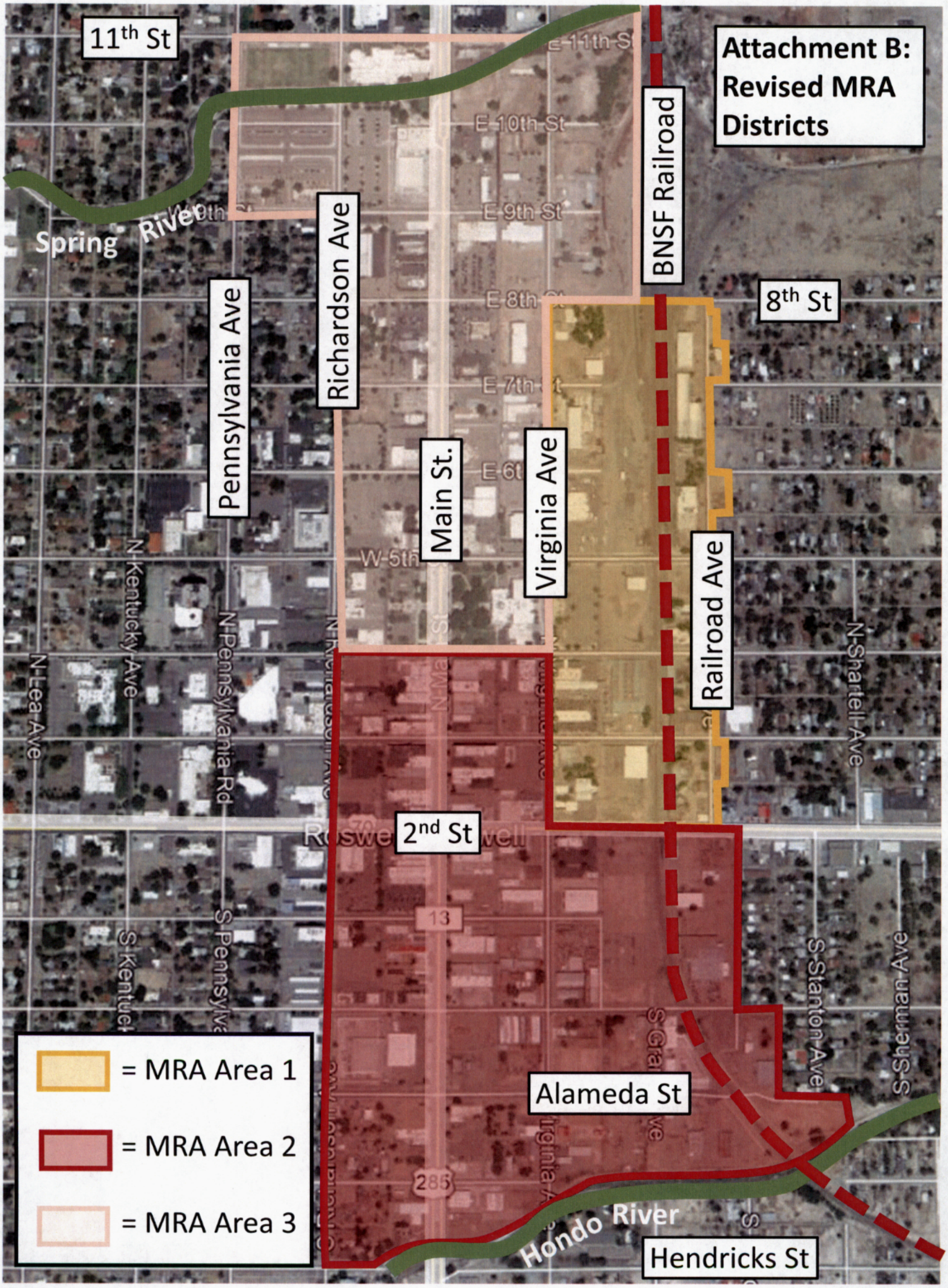
ADOPTED AND APPROVED this 9th day of April, 2020, CITY OF ROSWELL, NEW MEXICO

Dennis Kintigh, Mayor

City Seal

Attest:

Sharon Coll, City Clerk



Received 4.10.2020 SC

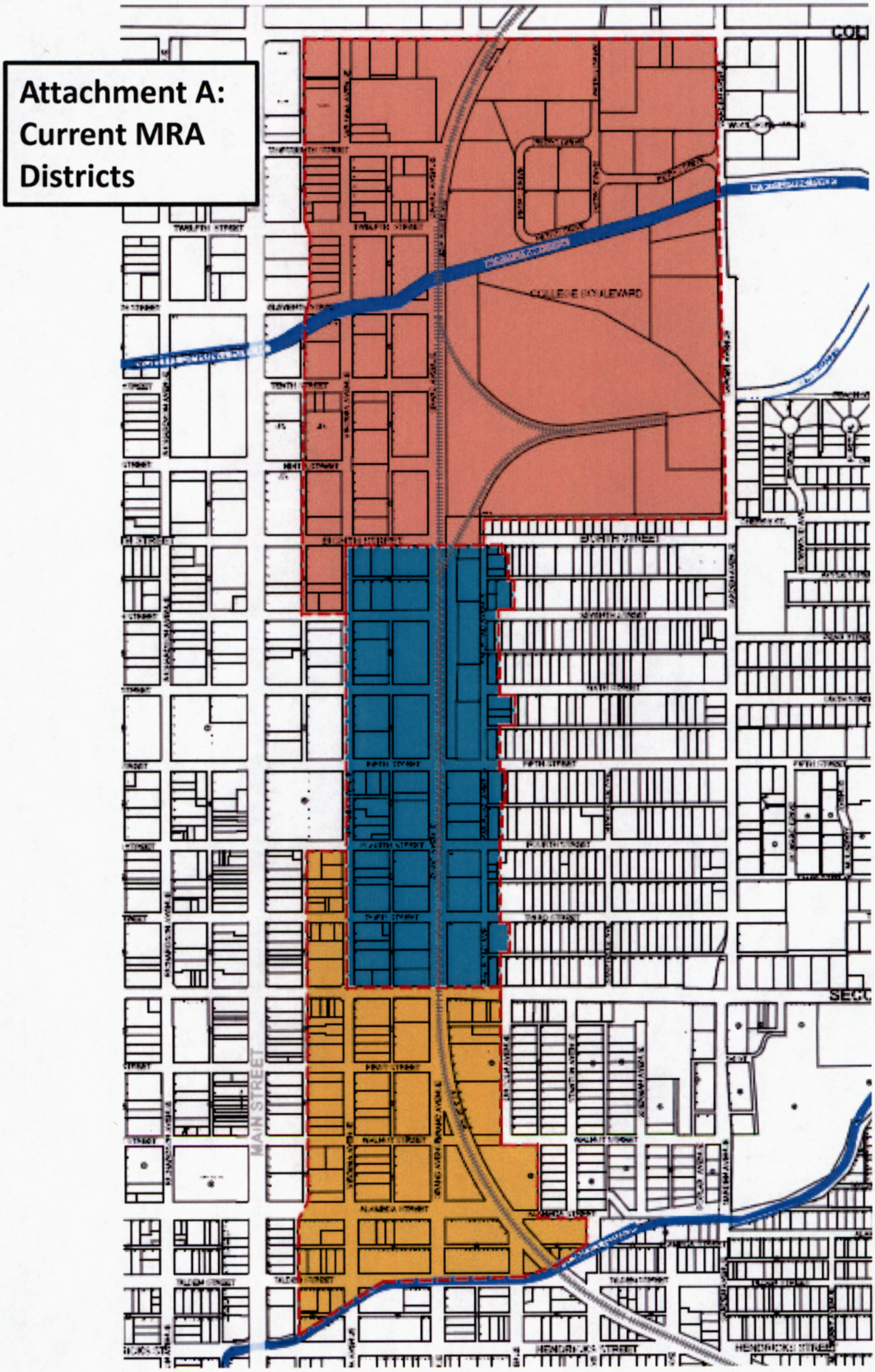

Attachment A:
Current MRA
Districts
MAIN STREET
COLLEGE BOULEVARD

EXHIBIT J VAC-25-0007: CORRESPONDENCE WITH CITY FIRE MARSHAL (Page 1 of 2)

Outlook

Re: East 9th Street Vacation Replat

From Jared Olive <j.olive@roswell-nm.gov>
Date Thu 3/27/2025 10:12 AM
To Scott Hicks <ScottH@smithengineering.pro>; Merideth Hildreth <m.hildreth@roswell-nm.gov>; Esperanza Deleon <e.deleon@roswell-nm.gov>

Just to confirm what Scott said and keep track of our discussion; we noted the need for signage through the open 20ft service lane indicating that it would be used as a Fire Lane, the height of the canopy would be large enough to facilitate the largest arial apparatus we may have, and the alley gates will have knoxbox access at each point.

Thank you,

Jared Olive CFI-1, CFEI
Fire Marshal
Roswell Fire Department
200 S. Richardson Avenue, Roswell, NM 88203
Cell: (575) 420-1922 **Office:** (575) 624-6830
Email: j.olive@roswell-nm.gov

ICC Member

ICC Certified Fire Inspector I

From: Scott Hicks <ScottH@smithengineering.pro>
Sent: Thursday, March 27, 2025 7:00 AM
To: Merideth Hildreth <m.hildreth@roswell-nm.gov>; Jared Olive <j.olive@roswell-nm.gov>; Esperanza Deleon <e.deleon@roswell-nm.gov>
Subject: RE: East 9th Street Vacation Replat

Hi Merideth,

Just letting you know I did speak with Jared yesterday after you and I talked. Sounds like he's good with everything proposed at this point for the P&Z meeting next week.

He also provided input for a few site related items that we'll coordinate with him as the design of the improvements proceed. So I appreciated that.

I'll let him get back to you with any comments, but just wanted to let you know that he and I did go over the details of the case for Tuesday night.

Thanks again Merideth!

Scott

Scott Hicks, PE
Team Leader / Vice President

CELEBRATING 35 YEARS | Smith Engineering Company

Office: 575-622-8866 | Direct: 575-624-3020 | www.smithengineering.pro
401 N. Pennsylvania Roswell, NM 88201

From: Merideth Hildreth <m.hildreth@roswell-nm.gov>
Sent: Wednesday, March 26, 2025 11:37 PM
To: Jared Olive <j.olive@roswell-nm.gov>; Esperanza Deleon <e.deleon@roswell-nm.gov>
Cc: Scott Hicks <ScottH@smithengineering.pro>
Subject: East 9th Street Vacation Replat

Good Evening, Jared:

Scott Hicks at Smith Engineering said he would discuss this replat with you.

I'm preparing Staff Summary for the Tuesday P&Z meeting.

All the Best,
Merideth

Merideth Hildreth, M.A., AICP
Planning & Zoning Administrator
Community Development Department
City of Roswell
500 N Main Street, Suite 100
Roswell, NM 88201
575.637-6294
m.hildreth@roswell-nm.gov

PO Box 1838
Roswell, NM 88202-1838

EXHIBIT K: Ordinance 24-03: Amending Chapter 2 (of the Municipal Code)

Article VII. - Real Property Transactions

ARTICLE VII. – Real Property Transactions

Sec. - 2-201 - No Existing Municipal Purpose

(a) Prior to the sale, exchange, or donation of real property belonging to the city, such real property shall be determined to be not essential for any municipal purpose.

(b) The Mayor and City Manager or his designee shall make this determination in writing and communicate the determination to the governing body as appropriate under this article.

Sec. 2-202 - Appraisal

(a) Prior to sale, lease, or exchange of real property, the Mayor and City Manager or his designee shall cause an appraisal to be made by a qualified appraiser. For property appraised in excess of $25,000.00, excluding real property of any value normally leased in the regular operations, the following applies:

(1) If the sale or lease price is less than the appraised value, the Mayor and City Manager or his designee shall cause a detailed written explanation of that difference to be prepared prior to sale or lease, and the written explanation shall be made available to any interested member of the public upon demand.

(2) No real property shall be sold or exchanged for less than 90% of its appraised value unless for the development of affordable housing or to the state, any of its political subdivisions or to the federal government after a determination by the administration or governing body as provided herein that such sale, exchange, or donation is in the best interests of the City.

Regular City Council Meeting 24.
Meeting Date: 04/10/2025
COMMITTEE: Planning & Zoning
CONTACT: Merideth Hildreth **CHAIR:** Juliana Halvorson

ACTION REQUESTED:
CASE ZOC-25-0003 - Hold a public hearing on an appeal on Zoning Case ZOC-25-0003.Request for Zone Change from R-2 Residential to RVP Recreational Vehicle Park for 3.3-acres at address to be assigned as 1507 S Sunset Ave. Legal Description: Subd: SUNSET VILLA A Block: 0 Lot: 1 THRU 9 AND:- Lot: 12 THRU 18 , S: 8 T:11S R: 24E DOC# 202403751 QCD (Halvorson/Hildreth)

BACKGROUND:
Initiated by the Appellant: Jason E. Garcia, property owner 1507 S. Sunset

On March 4, 2025, Planning & Zoning Commission heard case ZOC-25-0003, a request for a Zone Change form R-2 Residential to RVP Recreational Vehicle Park for 3.3 acres at property to be assigned the address of 1507 S Sunset Avenue.
On March 6, 2025, Larry D. Fresquez acting as agent for Morris Schertz filed a written appeal with the City Clerk's Office stating Reason for Appeal: "We disagree with P&Z interpretation of the buffer zones for Residential Single Family).

FINANCIAL CONSIDERATION
There is no direct financial impact to the City associated with this request.

LEGAL REVIEW:
During the appeal hearing, the Council must act in a quasi-judicial capacity. The Council acts as a fact-finding body that may consider only the evidence presented in the hearing and should observe such procedure as necessary to preserve the rights of all involved to be heard, present evidence, and obtain a fair decision. During the appeal, City Staff acts as advocates for the Planning and Zoning Commission.

BOARD AND COMMITTEE ACTION:
The Planning & Zoning Commission recommended approval 6-0 at their meeting on March 4, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

APPLICATION FOR APPEAL
EXHIBITS A-J ZOC-25-0003
ZONING ORD ARTICLE 46 RVP

CITY OF ROSWELL
COMMUNITY DEVELOPMENT DEPARTMENT
Planning & Zoning Office
415 N Richardson Avenue, Roswell, NM 88201
Telephone: (575) 637.6294

ROSWELL
Community Development

APPLICATION FOR FORMAL APPEAL OF ZONING CASE
Reference: ROSWELL ZONING ORDINANCE
ARTICLE 3: PROCEDURES, AMENDMENTS, AND CHANGES
Section 5. Procedures - Appeals

I formally appeal in writing to the Roswell City Council:

The decision of approval rendered by the City of Roswell Planning & Zoning Commission

Zoning Case ZOC-25-0003 on 3/4/25, 2025

for the property with the address of: 1507 S. Sunset Ave

Property legal description: Sunset Villa A Block 0 Lot 1 thru 9 and Lot 12-18, S: 8 T 11 S R 24 E

Reason for Appeal: We disagree with P&Z interpretation of the buffer zones for Residential Single Family

This appeal has been submitted to the City Clerk's office located at 425 N Richardson Avenue, Roswell, NM.

agent for Morris Schefte

Larry D. Fresquez	606 N. Kentucky Ave
Name (print legibly)	Address of party filing the appeal
Signature	3/6/25
	Date

Received by the City Clerk's Office

March 6, 2025	Thursday	10:03 A.m.
Date	Day	Time

SEAL

Amelia Martinez
City Clerk

$100.00 Fee for Appeal Application
Receipt No. 017896-0001

ROSWELL

City of Roswell
FINANCE
425 N RICHARDSON AVE
Roswell, NM 88201
(575) 624-6700

03/06/2025 10:11AM Tatiana L
017896-0001

MISCELLANEOUS
CHGS4SVC PLANNING &
ZONING-ANNEX (20PL01)
2025 20PL01
1 @ $100.00 $100.00

$100.00

Subtotal **$100.00**
Total **$100.00**

NONENDORSEMENT CHECK $100.00

Change due **$0.00**

Paid by: LARRY FRESQUEZ DEP 03/06/25

Comments: APPEAL APPLICATION FEE
DEPOSIT 03/06/25 FOR ZONING CASE
ZOC-25-0003 1507 S. SUNSET AVE. PAID
BY CK#14348 DATED 03/05/25 FROM MORRIS
E. SCHERTS

Thank you for your payment

City of Roswell COPY
DUPLICATE RECEIPT

CITY OF ROSWELL

Deposit for Appeal Hearing

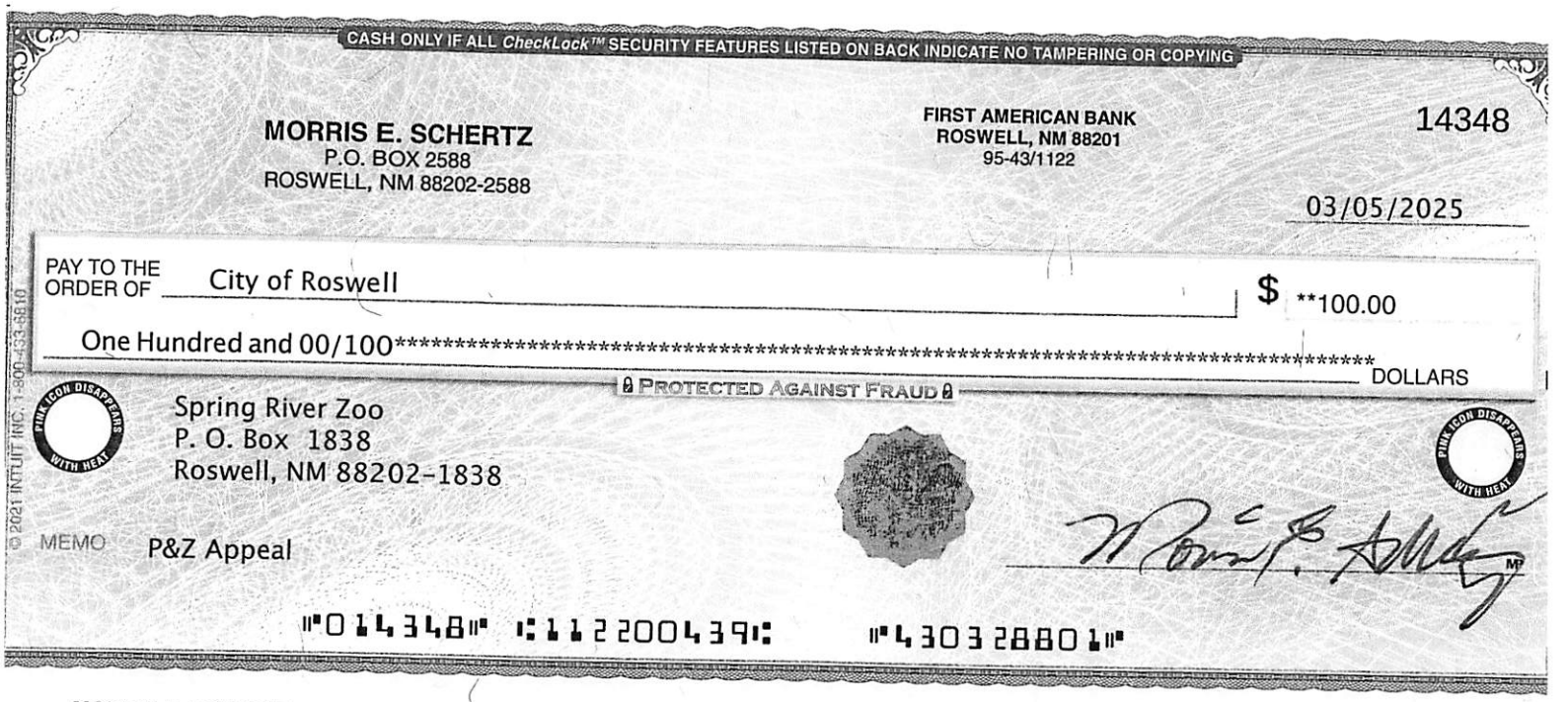
(Name on Check) RECEIPT NAME	(If applicable) RECEIPT #	(If applicable) RECEIPT DATE
Larry Fresquez		

Description of Deposit: Appeal application fee for Zoninc Case ZOC-25-0003
1507 S. Sunset Ave.

	CASH	CHECK / CREDIT CARD	TOTALS
Tyler Code - 20PL01 (Finance Misc #1101-489100		Ck #14348	$100.00
		TOTAL DEPOSIT	$100.00

SIGNATURE: *Amalia Martinez*

Date of Deposit: March 6, 2025



CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

MORRIS E. SCHERTZ
P.O. BOX 2588
ROSWELL, NM 88202-2588

FIRST AMERICAN BANK
ROSWELL, NM 88201
95-43/1122

14348

03/05/2025

PAY TO THE ORDER OF City of Roswell $ **100.00

One Hundred and 00/100********** DOLLARS

PROTECTED AGAINST FRAUD

Spring River Zoo
P. O. Box 1838
Roswell, NM 88202-1838

MEMO P&Z Appeal

⑈014348⑈ ⑆112200439⑆ ⑈4303288014⑈

© 2021 INTUIT INC. 1-800-433-8810

MORRIS E. SCHERTZ

14348

City of Roswell 03/05/2025

Business Exp:Properties:1503 S. Suns P&Z Appeal 100.00

First American 5% P&Z Appeal 100.00

ROSWELL
Community Development

CITY OF ROSWELL
CHANGE OF ZONING DISTRICT APPLICATION

PO Box 1838 · Roswell, NM 88202-1838
Phone: (575) 637-6280 · ROSWELL-NM.GOV

Property Owner's Name: Jason Garcia **Email:** jgarcia@nmmi.edu

Phone: 5759101662 **Address:** 4900 Thunderbird Road, Roswell, NM 88201

Agent's Name: _____ **Email:** _____

Phone: _____ **Address:** _____

Physical Address: 1507 South Sunset Avenue, Roswell, NM

Legal Description of Proposed Zone Change Area (Lot/Block/Subdivision, Tract, Section-Township/Range):
Lots One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Twelve, Thirteen, Fourteen, Fifteen, Sixteen, Seventeen, and Eighteen (1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, 18) of Sunset Villa "A" in the City of Roswell, County of Chaves S:8 T:11S R:24E DOC #20240375

Reason for the Request: (Please attach extra sheet if necessary) Request zoning change from R-2 to RVP to develop an RV Park at this location in support of the City of Roswell - Infill Initiative.

Proposed Zone Change Area (1 acre = 43,560 sq. ft.): ~145, 200 **Acres:** 3.3 acres

By signing this document, I acknowledge that I have been informed of the dates, times, and locations of the meetings for the Planning and Zoning Commission and City Council and that I and/or my agent shall attend the meetings in order to fulfill the requirements of this application.

Property Owner Signature — Date: 26 Feb 2025

Agent's Signature — Date

FOR OFFICIAL USE ONLY

P & Z Case #: ZOC-25-0003 **Date:** _____ **Located in Historic District:** ☐ Yes ☑ No

Flood Zone: AE **Comprehensive Master Plan General Development Plan:** ☑ Residential ☐ Commercial ☐ Industrial ☐ Park & Open Space ☐ RS Overflight In Infill/Redevelopment Opportunities

Current Zoning District: R-2 **Quadrant of the city:** ☐ NW ☐ NE ☑ SW ☐ SE

All documentation and fees shall be required at the time this application is submitted, unless otherwise noted by Planning and Zoning staff. **Application fees are NON-REFUNDABLE.**

EXHIBIT B

STAFF SUMMARY FOR CASE: ZOC-25-0003
REQUEST FOR ZONE CHANGE FROM R-2 TO RVP

Roswell Planning & Zoning Commission
Tuesday, March 4, 2025
Roswell Development Services Conference Room
500 North Main Street, Suite 100 (SunWest Centre)
Roswell, NM 88201

APPLICATION: CASE ZOC-25-0003: Request for Zone Change from R-2 Residential to RVP Recreational Vehicle Park for 3.3 acres at address to be assigned as 1507 S Sunset Avenue.

I. Property Under Consideration:

Property Address: 1507 S Sunset Avenue (Address to be assigned)

Legal Description: Subd: SUNSET VILLA A Block: 0 Lot: 1 THRU 9 AND:- Lot: 12 THRU 18 , S: 8 T: 11S R: 24E DOC# 202403751 QCD

Property Owner: Jason E Garcia

Applicant/Agent: Jason E Garcia

II. Site Data:

Site Area: 3.3 acres

UPC(s): 4-135-063-050-149-000000

Existing Land Use: Undeveloped

Proposed Land Use: Recreational Vehicle Park

Existing Zoning: R-2 Residential

Table 1: Adjacent Existing Land Use and Zoning to the property under consideration		
Direction:	**Land Use:**	**Zoning:**
North	Single-Family Residential Subdivision – NORTH PLAINS PARK 3	R-1
South	1.89-acre Sunset Villa Care Center 1.551-acre undeveloped tract owned by Sunset Villa Care Center Sunset Villa Residential Subdivision	R-3
West	17-acres of mostly undeveloped land in AE Flood Zone	R-4
East	Single-Family Residential Subdivision – NORTH PLAINS PARK 3	R-1

EXHIBIT B

STAFF SUMMARY FOR CASE: ZOC-25-0003
REQUEST FOR ZONE CHANGE FROM R-2 TO RVP

Map for ZOC-25-0003



City of Roswell Zoning Map on Chaves County Assessor's Map

III. Intent of Petition:

The applicant for Zoning Case ZOC-25-0003 is requesting a Zone Change from R-2 Residential to RVP Recreational Vehicle Park for 3.3 acres at address to be assigned as 1507 S Sunset Avenue.

EXHIBIT B

STAFF SUMMARY FOR CASE: ZOC-25-0003
REQUEST FOR ZONE CHANGE FROM R-2 TO RVP

IV. Planning & Zoning Commission Considerations from Staff Review:

1. The property under consideration is 3.3 acres of undeveloped land platted as Sunset Villa 'A' and filed with Chaves County on June 10, 1964.

2. The west side of the property under consideration has direct access to South Sunset Avenue classified as a Minor Arterial on the 2016 Functional Street Classification Plan. Minton Road on the Sunset Villa 'A' plat is not developed.

3. The property under consideration is contiguous to alleys on all sides (north, south, east, west) that provide a physical 20' right-of-way separation from the property's boundary to all other surrounding properties.

4. Riley Drive is a local street that dead ends into an alley on the Property's south boundary; Riley Drive's south end is a cul-de-sac next to Sunset Apartments. Paved access to the care facility is via Sunset Avenue. Development of an RV Park will not change the local traffic circulation pattern to existing residential units on Riley Drive nor to the neighborhood served by W Buena Vista Street. RVs will not have access to Riley Drive.



Google Earth Street View Image Date 12/24: From south-end of Riley Drive cul-de-sac looking north toward property under consideration in the distance with Sunset Apartments on the west side of Riley Drive. (On the east side of Riley Drive there are 3 single-family homes, intersection with W Buena Vista Street, and 3 duplexes. Sunset Villa Care Center has 1.55 acres of mostly undeveloped land on the west side of Riley Drive across from the Duplexes.

EXHIBIT B

STAFF SUMMARY FOR CASE: ZOC-25-0003
REQUEST FOR ZONE CHANGE FROM R-2 TO RVP

5. Google Earth Image Date 9/24/2024 of the undeveloped property under consideration and the surrounding area shows a mixed-use corridor and surrounding residential neighborhoods.



6. Sunset Avenue mixed-use corridor includes:
   - East side of Sunset Avenue between Hobbs Street and the Rio Hondo the Sunset Villa Care Center (medical) and Sunset Apartments -Sunset 1600, and Sunrise Mobile Estates - mobile home park (high-density residential), 3.3-acre undeveloped property under consideration, and one single-family home.

EXHIBIT B

STAFF SUMMARY FOR CASE: ZOC-25-0003
REQUEST FOR ZONE CHANGE FROM R-2 TO RVP

- East side of Sunset Avenue north of the Rio Hondo are 3 large residential estates ranging from .8 acres to 2.5+/- acres.
- West side of Sunset Avenue between Hobbs Street and the Rio Hondo is a 17 to 18-acre tract zoned R-4 in the AE Flood Hazard Zone designated by FEMA with 2 residential units and approximately 1,150 feet of frontage on Sunset Avenue.
- West side of Sunset Avenue north of the Rio Hondo, a property owner with 2 residential units owns 1.7 acres with approximately 50' of frontage. A separate undeveloped 12.5-acre tract has approximately 655' of undeveloped frontage along Sunset Avenue.

7. Photos of the Property Under Consideration.



Looking Southeast at Property from Sunset & Rio Hondo



Looking from Sunset northeast at Rio Hondo and Alley northwest of the property under consideration; this alley and Rio Hondo do not abut the property under consideration. This feature is a 60' buffer between the large estates north of the Rio Honda and the northwest corner of the proposed RV Park.

EXHIBIT B

STAFF SUMMARY FOR CASE: ZOC-25-0003
REQUEST FOR ZONE CHANGE FROM R-2 TO RVP



Staff Photo of Duplex on Riley Drive and Property looking toward adjacent south and east alleys and single-family homes in North Plains Park 3 Subdivision.



Staff Photo of Property looking toward adjacent south and east alleys and single-family homes in North Plains Park 3 Subdivision.



Staff Photo at end of Riley Drive's pavement ending at a 20' wide east/west alley right-of-way contiguous to Property's south boundary; looking toward houses in North Plains Park 3 Subdivision separated from Property's north boundary by alley right-of-way.

EXHIBIT B

STAFF SUMMARY FOR CASE: ZOC-25-0003
REQUEST FOR ZONE CHANGE FROM R-2 TO RVP



Staff Photo of alley right-of-way separating Property's easternmost boundary from houses in North Plains Park 3 Subdivision. Development will preclude future dumping on the currently vacant land.

8. If the Zone Change is granted to RVP, the property owner will engage a civil engineering firm to render a set of plans including Civil Site Plan (which will include a solid perimeter fence along boundaries contiguous to alleys), Utilities, Grading/Drainage, and Landscaping. Architectural plans will entail required restrooms / showers and any other buildings.

9. The City's Development Review Committee comprised of several departments rigorously reviews all commercial development plans before permitting to ensure compliance with Development Standards established in the Zoning Ordinance and compliance with International Building and Fire Codes.

10. The property under consideration is located in the AE Flood Hazard Area designated by FEMA (see Flood Map on the next page). Development will require both pre-development flood certificate and a post-development flood certificate. A hydrology report by a Civil Engineering firm licensed in the State of New Mexico will be required as well as engineered detention facilities to ensure post-development flows from rain events do not exceed pre-development flows.

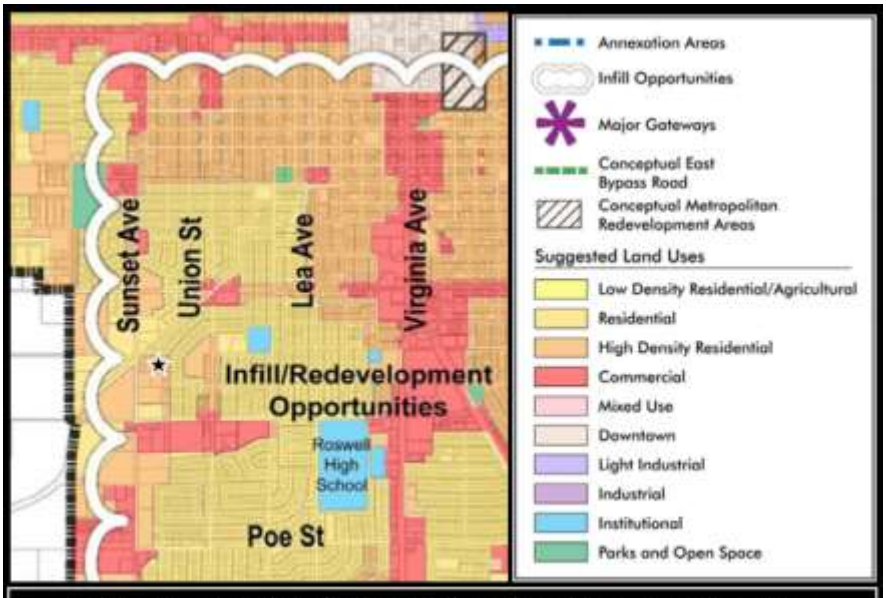
EXHIBIT B

STAFF SUMMARY FOR CASE: ZOC-25-0003
REQUEST FOR ZONE CHANGE FROM R-2 TO RVP



City of Roswell GIS Map on Chaves County Assessor Map showing FEMA AE Flood Hazard Zone

11. 2016 *Comprehensive Master Plan Preferred Land Use Scenario Map* shows the property under consideration in a high-density residential within an Infill/Redevelopment Opportunities area (see map below).

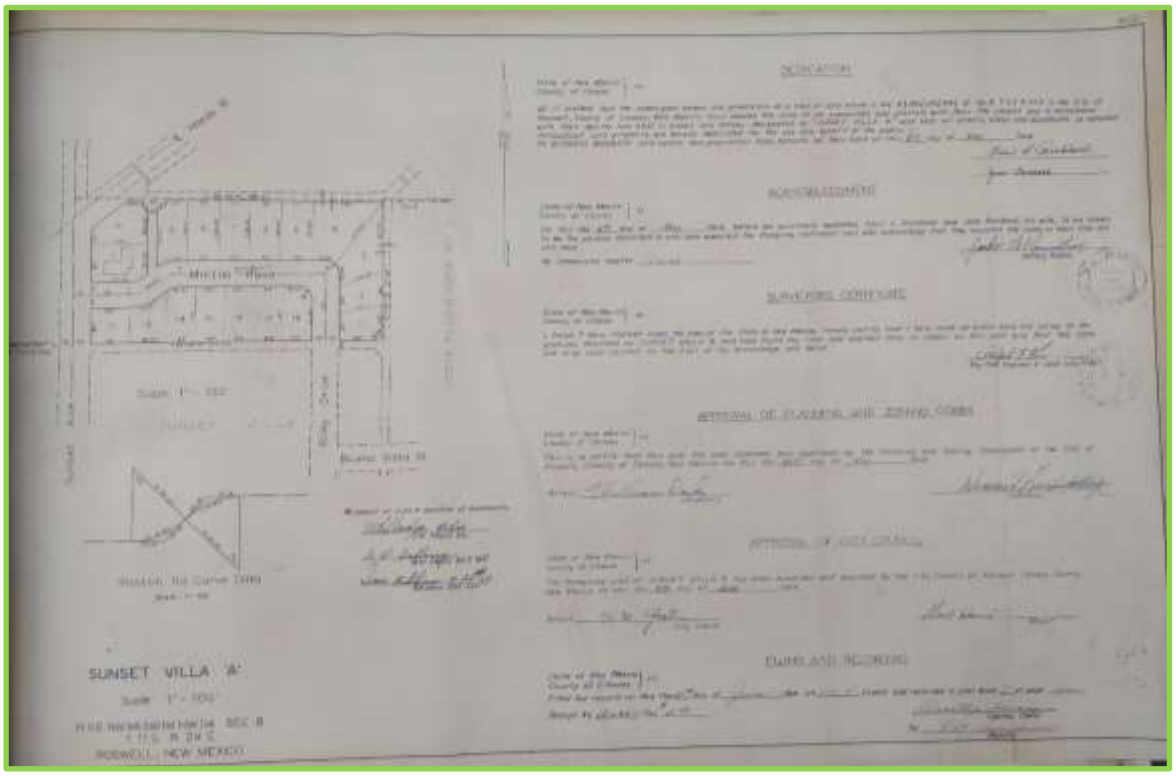


Future Land Use Scenario Map in 2016 Comprehensive Master Plan

EXHIBIT B

STAFF SUMMARY FOR CASE: ZOC-25-0003
REQUEST FOR ZONE CHANGE FROM R-2 TO RVP

12. Sunset Villa 'A' Plat Filed June 10, 1964. Reconfiguration of the property will require additional surveying and replatting.



V. Findings of Fact (Conclusions of Law):

1. A notice of the time and place of the public hearing for this case was published in the Roswell Daily Record at least fifteen (15) days prior to the date of this hearing.

2. Notifications of the public hearing were mailed via certified mail with return receipt requested to property owners of record, as shown by the Chaves County Assessor Map, with lots or land within one-hundred (100) feet of the area under consideration, excluding public rights-of-way.

3. This agenda, which includes this case, has been posted at City Hall and on the City of Roswell's website for over seventy-two (72) hours as required by State of New Mexico law for a public hearing.

4. The property under consideration is currently within the jurisdiction of the City of Roswell, New Mexico.

EXHIBIT B

STAFF SUMMARY FOR CASE: ZOC-25-0003
REQUEST FOR ZONE CHANGE FROM R-2 TO RVP

5. Roswell Planning & Zoning Commission has jurisdiction to review this application and render a final decision.

6. As of the time of this writing, the Planning & Zoning Office has received one (1) written protest, two (2) verbal protests, and zero (0) inquiries.

7. The property under consideration is located within the AE Flood Hazard Zone designated by FEMA.

8. City of Roswell Zoning Ordinance ARTICLE 3: Procedures, Amendments, and Changes Section 9 contains the provisions for Zone Changes. Section 9A. "The Planning and Zoning Commission may approve changes to zoning district classification on parcels of land within the City Limits by way of a public hearing. A change in zoning district shall be for the purpose of meeting the land use needs of the residents of the City and in conformance with the City's Land Use Plan." Section 9 D. "The Planning and Zoning Commission shall decide whether or not to approve a request for a zone change. In its deliberations, the Planning and Zoning Commission shall not approve a zone change unless it finds it conforms to the City's Land Use Plan, is in the public interest, and is not solely in the interest of the applicant.

9. Zoning Ordinance ARTICLE 46: RVP Recreational Vehicle provides standards and requirements for RV Park development. (See Exhibit F.)

10. Granting of a zone change would be consistent with the high-density and mixed-use land use pattern established along the east side of the Sunset Avenue corridor between Hobbs Street and the Rio Hondo and would not impact the mostly vacant and undeveloped land on the west side of Sunset Avenue.

11. Granting of a zone change may impact the residential neighborhood on the north and east sides of the property; existing 20' alley rights-of-way separating the property from neighboring properties and solid screen perimeter fencing, landscaping and trees will be mitigating features to reduce impacts.

12. Granting the Zone Change may be in the public interest to transform over 3 acres of vacant land into a productive and tax revenue-generating property, provide RV sites for the city and region's growing events and tourism industry, and possibly stimulate further investment along the Sunset Avenue corridor.

EXHIBIT B

STAFF SUMMARY FOR CASE: ZOC-25-0003
REQUEST FOR ZONE CHANGE FROM R-2 TO RVP

VI. Action by the Planning & Zoning Commission:

Unless evidence to the contrary is introduced in the public hearing, based on the Land Use and Zoning Considerations, Findings of Fact, materials provided, and testimony, it is recommended that the **Planning and Zoning Commission introduce a motion and vote to approve or deny Zoning Case ZOC-25-0003**.

EXHIBIT C.1: ZOC 25-0003

LETTER NOTIFYING SURROUNDING PROPERTY OWNERS

(Page 1 of 2)

LETTER SENT VIA CERTIFIED MAIL ON FEBRUARY 18, 2025
TO SURROUNDING PROPERTY OWNERS

COMMUNITY DEVELOPMENT DEPARTMENT
500 N Main Street, Suite 100
Roswell, NM 88201
Telephone: (575) 637.6294

RE: PUBLIC HEARING NOTICE for ZONING CASE ZOC 25-0003

Dear Property Owner:

You have received this notice via certified mail because Chaves County Assessor information indicates you are a property owner of record within 100 feet of City of Roswell Planning & Zoning Case ZOC 25-0003. This notice informs you of an upcoming public hearing before the City of Roswell Planning and Zoning Commission regarding a Zoning Case for the following property.

DESCRIPTION OF ZONING APPLICATION REQUEST:

CASE ZOC 25-0003	Request zone change from R-2 Residential to RVP Recreational Vehicle Park for a 3.3-acre area.
PROPERTY OWNER:	Jason E. Garcia
APPLICANT:	Jason E. Garcia
PROPERTY LOCATION:	Property to be assigned the address 1507 S Sunset Avenue
LEGAL DESCRIPTION:	Subd: SUNSET VILLA A Block: 0 Lot: 1 THRU 9 AND:- Lot: 12 THRU 18 , S: 8 T: 11S R: 24E DOC# 202403751 QCD

The City of Roswell Planning and Zoning Commission will hear public comments on the above zoning case on Date: TUESDAY, March 4, 2025 at 6:00 p.m. in the Roswell Development Services Conference Room located at 500 North Main Street, Suite 100 in the Sun West Centre Office Complex. You are entitled, although not obligated, to comment either in writing to our office or at the hearing.

To be considered, written protests must be submitted to and received by the Planning and Zoning Division no later than noon on the working day prior to the Planning and Zoning Commission meeting. Written comments may be delivered to the Planning & Zoning Division in the Roswell Development Services Office at 500 N Main Street Suite 100, or sent to: *City of Roswell, Planning & Zoning Administrator, PO BOX 1838, Roswell, NM 88202-1838 or via email to* m.hildreth@roswell-nm.gov .

EXHIBIT C.1: ZOC 25-0003
LETTER NOTIFYING SURROUNDING PROPERTY OWNERS
(Page 2 of 2)

The **information packet** for these zoning cases will be available no later than 5:00 p.m., on **Friday, February 28, 2025,** and may be viewed on the City of Roswell website at https://www.roswell-nm.gov/489/Planning-Zoning-Commission.
You may inspect the information packet in detail by calling 575.637.6294 for an appointment at the Planning & Zoning Division in the Roswell Development Services Office at 500 N Main Street Suite 100. You may obtain copies of the information packet at a cost of 35 cents per sheet.

The City's Zoning Ordinance is available on the City of Roswell webiste online at:
https://library.municode.com/nm/roswell/codes/code_of_ordinances?nodeId=COOR_APXAZO

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 as soon as possible. Public documents including the agenda and minutes can be provided in various accessible formats. Please contact the City Clerk at 575-624-6700 if a summary or other type of accessible format is needed.

Respectfully,

Merideth Hildreth

Merideth Hildreth, AICP
Planning & Zoning Administrator
m.hildreth@roswell-nm.gov
575.637.6294

(Area of Notification Map attached)

ANEXO C.2: ZOC 25-0003
CARTA DE NOTIFICANDO A LOS PROPIETARIOS DE LOS ALREDEDORES
CARTA ENVIADA POR CORREO CERTIFICADO EL 18 DE FEBRERO DE 2025
A LOS PROPIETARIOS DE LOS ALREDEDORES

ROSWELL
Community Development

COMMUNITY DEVELOPMENT DEPARTMENT
500 N Main Street, Suite 100
Roswell, NM 88201
Teléfono: (575) 637.6294

RE: AVISO DE AUDIENCIA PÚBLICA para el CASO DE ZONIFICACIÓN ZOC-25-0003

Estimado propietario:
Usted ha recibido este aviso por correo certificado porque el condado de Chaves Asesor la información indica que usted es un propietario registrado dentro **de los 100** pies del **Caso de Planificación y Zonificación de la Ciudad de Roswell ZOC-25-0003.** Este aviso le informa del próximo audiencia pública ante la Comisión de Planificación y Zonificación de la Ciudad de Roswell con respecto a un caso de zonificación para la siguiente propiedad.

DESCRIPCIÓN DE LA SOLICITUD DE ZONIFICACIÓN:
CASO ZOC-25-0003 Solicitar el cambio de R-2 Residencial a RVP Recreational Vehicle Park para un área de 3.3 acres.
PROPIETARIO: Jason E. Garcia
SOLICITANTE: Jason E. Garcia
UBICACIÓN DE LA PROPIEDAD: Propiedad a la que se le asignará la dirección: 1507 S Sunset Avenue
DESCRIPCIÓN LEGAL: Subd: SUNSET VILLA A Block: 0 Lot: 1 THRU 9 AND:- Lot: 12 THRU 18 , S: 8 T: 11S R: 24E DOC# 202403751 QCD

La Comisión de Planificación y Zonificación de la Ciudad de Roswell escuchará los comentarios del público sobre el caso de zonificación. Fecha: MARTES 4 de marzo de 2025 a las 6:00 p.m. en la Sala de Conferencias de Roswell Development Services umbicada en 500 N Main Street, Suite 100 en el Complejo de las Oficinas de Sun West Centre. Usted tiene derecho, aunque no este obligado(a), a comentar por escrito a nuestra oficina o en persona en la audiencia.

Para ser considerado, las protestas por escrito deben ser presentadas y recibidas por la División de Planificación y Zonificación a más tardar del mediodía del día anterior de la reunión de la Comisión de Planificación y Zonificación. Los comentarios por escrito pueden enviarse a la División de Planificación y Zonificación en la Oficina de

ANEXO C.2: ZOC 25-0003
CARTA DE NOTIFICANDO A LOS PROPIETARIOS DE LOS ALREDEDORES

Servicios de Desarrollo de Roswell en 500 N Main Street Suite 100, o enviarse a: *Ciudad de Roswell, Administrador de Planificación y Zonificación, PO BOX 1838, Roswell, NM 88202-1838 o por correo electrónico a m.hildreth@roswell-nm.gov* .

El **paquete** de información para estos casos de zonificación estará disponible a más tardar a las 5:00 p.m., el **viernes 28 de febrero de 2025,** y se puede ver en https://www.roswell-nm.gov/489/Planning-Zoning-Commission. Puede inspeccionar el paquete de información en detalle llamando al 575.637.6294 para una cita en la División de Planificación y Zonificación en la Oficina de Servicios de Desarrollo de Roswell en 500 N Main Street, Suite 100. Puede obtener copias del paquete de información a un costo de 35 centavos por hoja.

La Ordenanza de Zonificación de la Ciudad está disponible en línea en: https://library.municode.com/nm/roswell/codes/code_of_ordinances?nodeId=COOR_APXAZO

Si usted es una persona con una discapacidad que necesita un lector, amplificador, intérprete calificado de lenguaje de señas o cualquier otra forma de ayuda o servicio auxiliar para asistir o participar en la audiencia o reunión, comuníquese con Recursos Humanos al 575-624-6700 al menos una semana antes de la reunión o lo antes posible. Los documentos públicos, incluyendo el orden del día y las actas, pueden proporcionarse en varios formatos accesibles. Comuníquese con el Secretario Municipal al 575-624-6700 si necesita un resumen u otro tipo de formato accesible.

Respetuosamente

Merideth Hildreth

Merideth Hildreth, AICP
Planning & Zoning Administrator
m.hildreth@roswell-nm.gov
575.637.6294

(Área de Mapa de Notificación adjunta)

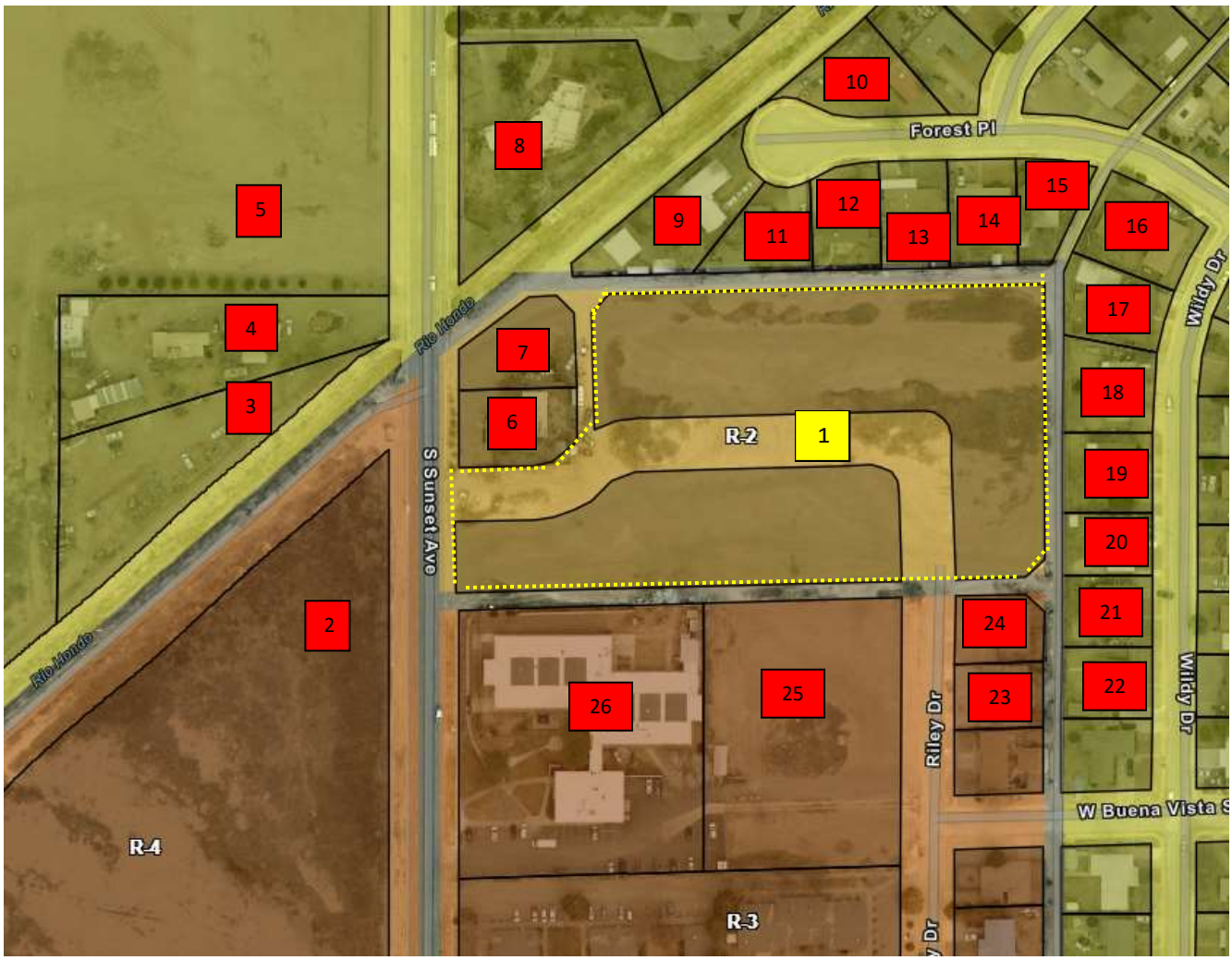
EXHIBIT D: CASE ZOC 25-0003

Request a Zone Change from R-2 Residential to RVP Recreational Vehicle Park for 3.3 acres

Solicitar el cambio de R-2 Residencial a RVP Recreational Vehicle Park para un área de 3.3 acres

CHAVES COUNTY ASSESSOR'S MAP IDENTIFYING PROPERTY UNDER CONSIDERATION AND PROPERTIES WITHIN ZONING CASE NOTIFICATION AREA

EL MAPA DEL TASADOR DEL CONDADO DE CHAVES QUE IDENTIFICA LA PROPIEDAD BAJO CONSIDERACIÓN Y LAS PROPIEDADES DENTRO DEL ÁREA DE NOTIFICACIÓN DE CASOS DE ZONIFICACIÓN



1 **PROPERTY UNDER CONSIDERATION – 1507 S Sunset Avenue**
PROPIEDAD BAJO CONSIDERACIÓN - 1507 S Sunset Avenue

NOTIFICATION LETTERS SENT TO PROPERTY OWNERS IN NOTIFICATION AREA
CARTAS DE NOTIFICACIÓN ENVIADAS A LOS PROPIETARIOS EN EL ÁREA DE NOTIFICACIÓN

EXHIBIT E: ZOC-25-0003 – NOTIFICATION AREA ADDRESSES

1 (UNDEVELOPED)
JASON E GARCIA
4803 THUNDERBIRD RD
Roswell NM 88201

2
A GILES SURVIVORS TRUST
STEVE & CAROL HENDERSON REVOCABLE TRUST
PO BOX 1613
Roswell NM 88202

3 (UNDEVELOPED), 4
DAVID GARCIA
1500 S SUNET AVE
Roswell NM 88203

5 (UNDEVELOPED), 6, 7 (UNDEVELOPED)
MORRIS E & HOLLY K SCHERTZ
PO BOX 2588
Roswell NM 88202-2588

6
MORRIS E & HOLLY K SCHERTZ
OR CURRENT PROPERTY OWNER
1503 S SUNSET AVE
Roswell NM 88203

8
TURLEY FAMILY TRUST
VERNON C & ALICE V TURLEY TTES
1409 S SUNSET AVE
Roswell NM 88203

9
GINA SIMMONS
12 FOREST PL
Roswell NM 88203

10
DAVID AGUILAR & SUZANNE L AGUILAR
1FOREST PL
Roswell NM 88203

11
JOHN ARNOLD & DIANA D ARNOLD
3011 PURDUE DR
ROSWELL NM 88203-2212

JOHN ARNOLD & DIANA D ARNOLD
OR CURRENT PROPERTY OWNER
10 FOREST PL
ROSWELL NM 88203

12
RICHARD CHAVEZ & SHEILA CHAVEZ
8 FOREST PL
ROSWELL NM 88203

13
HARRY E CURTIS II & KIMBERLY B CURTIS
6 FOREST PL
ROSWELL NM 88203

14
RODNEY MEREDITH
GEORGETTA MEREDITH
4 FOREST PL
Roswell NM 88203

15
ANDREA E TAVAREZ
ADRIENANNA A TAVAREZ
2 FOREST PL
Roswell NM 88203

16
JARED C CASTANEDA
KARINA GUADALUPE ACOSTA
26 WILDY DR
Roswell NM 88203

EXHIBIT E: ZOC-25-0003 – NOTIFICATION AREA ADDRESSES

17
PHILIP M LONGO & RITAN LANGO
28 WILDY DR
Roswell NM 88203

18
JENNIFER SUZANNE WILLIAMS
30 WILDY DR
Roswell NM 88203

19
MARGARET B KAKY AUBREY
32 WILDY DR
Roswell NM 88203

20
ERNESTO VAZQUEZ
34 WILDY DR
Roswell NM 88203

21
ROBERT T HAIRSTON
36 WILDY DR
Roswell NM 88203

22
BILLY BLAIR & TAMMY BLAIR
101 SEMINOLE RD
Roswell NM 88203

BILLY BLAIR & TAMMY BLAIR
OR CURRENT PROPERTY OWNER
38 WILDY DR
Roswell NM 88203

23
CARLTON BLEWETT & DAVID BLEWETT
1612 W 8TH ST
ROSWELL NM 88201

CARLTON BLEWETT & DAVID BLEWETT
OR CURRENT PROPERTY OWNER
1407 S RILEY DR
Roswell NM 88203

24
MARIA JADWIGA KNITTEL TRUST
775 OVERLOOK RIDGE PT
COLORADO SPRINGS CO 80906

MARIA JADWIGA KNITTEL TRUST
OR CURRENT OWNER
1405 S RILEY DR
Roswell NM 88203

25 (UNDEVELOPED), 26
1515 S SUNSET AVE NM LLC
4525 WILSHIRE BLVD STE 210
LOS ANGELES CA 90010

SUNSET VILLA
ATT: MANAGER
1515 S SUNSET AVE
ROSWELL NM 88203

ARTICLE 46. - RVP RECREATIONAL VEHICLE PARK

EXHIBIT F ZOC-25-0003: ROSWELL ZONING ORDINANCE ARTICLE 46 - RVP RECREATIONAL VEHICLE PARK 4 PAGES

Sec. 1. - Area, setback, and height requirements.

Minimum Space per unit 25' Width	Front setback from all property lines to Local/collector streets.	Front setback from all property lines to Arterial streets	Rear setback from property lines.	Minimum Spacing between structures: Side to Side And End to End	Maximum Height
1,250 S.F.	20'	35'	20'	10' 20'	35'

(Ord. No. 20-08, § 3, 8-13-2020)

Sec. 2. - General standards and requirements.

A development plan shall be submitted to the planning and zoning office in accordance with the procedures established in this ordinance and meeting the following standards and requirements before the issuance of a building permit. An RV park shall not be less than 2.5 acres in size and shall be so dimensioned as to facilitate efficient design and management. Occupancy shall not be permitted until all infrastructures, facilities, and improvements are installed.

A. *Development Plan.* Plans shall be drawn to scale on a minimum size of 11 inches by 17 inches sheet, or as needed for clarity. The following additional information shall also be shown:
   1. A detailed ALTA/ACSM land title survey of the proposed RVP area provided by a registered licensed surveyor.
   2. Name of the proposed RVP and name and address of the property owner and/or developer.
   3. The location and width of all proposed rights-of-way, easements, and required building setback lines.
   4. The locations, dimensions, and area of all proposed or existing lots, home spaces.
   5.

Identification of the use of any lot or space (single or multi-section units) with consecutive numbering.

6. The location of any proposed accessory structures such as decks, open or enclosed carports, garages, storage sheds, or items of a similar nature, which are subordinate and serve a principal structure or use, located on the home space.
7. The applicant shall provide the city four sets of the development plan at the time of application. Upon final approval the applicant shall furnish the city with two sets of the development plan for recording purposes.
8. If construction has not begun within one year from the date of approval of the development plan, the approval shall be considered null and void.

B. *Street surfacing and maintenance.* As specified in the latest adopted City of Roswell Public Works Specification Ordinance.

C. *Fencing, screening and landscaping*. A solid screen fence or wall made of brick, masonry, stone, or wood, no less than six feet in height; or an irrigated and maintained landscaped fence planted with a density equaling the opacity and height of a solid fence or wall; or any combination thereof at all perimeter lot lines of the park. Landscaping shall be provided in accordance with this Ordinance.

D. *Access to the park.* Direct vehicular access to the park shall be provided by means of an abutting collector or arterial street. Direct vehicular access shall not be provided through an alley or easement.

E. *Design of driveway entrances and exits.* Entrances and exits shall be designed for safe and convenient movement of traffic into and out of the park and to minimize marginal friction with movement of traffic on adjacent streets. A minimum of two access points shall be provided, and all traffic into and out of the park shall be through such entrances and exits. No entrance or exit shall require a turn at an acute angle for vehicles moving in the direction intended, and radii of curbs and pavement at intersections shall be a minimum of 25 feet to facilitate easy turning movements for vehicles with trailers attached. No object shall obscure the view of an approaching driver in the right lane of the street. No entrance or exit shall be located closer than 40 feet from any street intersection or ten feet from the radius point, whichever is more.

F. *Internal streets.* Streets shall be privately owned and maintained and provided in the park where necessary to allow safe, convenient access to all spaces and facilities used by occupants.

G. *Street alignment and gradient.* Street alignment and gradient shall be properly adapted to topography for safe movement of traffic anticipated and to control surface and ground water.

H. *Street widths.* Streets shall be of adequate width to accommodate the anticipated parking and traffic load per city fire department and city engineer.

I. *Reserved.*

J. *Parking spaces.* One hard-pack, on-site parking stall per RV space plus an adequate number of on-site paved overflow parking stalls for RV park employees and visitors.

K. *RV spaces.* A minimum of 33 percent of RV spaces shall be designed as drive-through spaces to accommodate very large vehicles and overnight guests. No loading or maneuvering shall be permitted on any public street, sidewalk, right-of-way, or public grounds. RV spaces shall be designed on hard packed or paved surfaces that provide drainage away from the unit. Course gravel is acceptable for the RV space.

L. *Management offices and common facilities.* Buildings(s) containing the management office, recreational facilities, toilets, showers, and other common facilities shall be conveniently located for the uses intended. Consolidation of all facilities into a single building and location is acceptable, and must meet the requirements of the current uniform building code. A city building permit must be obtained prior to construction.

M. *Disposal of wastewater, sewage, and trash.* No unit shall dispose of wastewater, sewage or trash except in approved facilities provided by management for that purpose. All disposal areas shall be clearly marked and kept clean by management.

N. *Sanitary stations.*

1. Sufficient facilities shall be provided at sanitary stations for the sole purpose of removing and disposing of waste from all holding tanks, in a clean, efficient, and convenient manner.
2. Each sanitary station shall consist of a drainage basin constructed of impervious material, and containing a disposal hatch and self-closing cover and related working facilities.
3. Sanitary stations shall be located no less than 50 feet from any space or other residential area. Such facilities shall be screened from other activities by visual barriers such as a fence, wall, or natural growth.
4. The disposal hatch of sanitary station units shall be connected to the park sewage disposal system. Related facilities required to wash holding tanks and the general area of the sanitary station shall be connected to the park water supply system.

O. *Minimum required toilet facilities.* Two toilets, two sinks, and two bathing facilities shall be required in each facility, men and women, whether dependent or independent units. The following schedule is for dependent units. Urinals shall be acceptable for no more than one-third of the toilets required in the men's facilities.

No. of Dependent Trailer Spaces	Toilets	Sinks	Bathing Stalls

6—10	4	2	2
11—20	6	2	2
21—30	8	4	4
31—55	10	4	4
56—80	12	4	4
81—105	14	4	4

P. *Cooking shelters, barbecue pits, and fireplaces.* Shall be so located, constructed, maintained, and used to minimize fire hazards and smoke nuisance both on and off the property. No open fire shall be permitted except in approved facilities. No open fire shall be left unattended, and all open fires shall be extinguished before occupants of spaces retire or leave the area. No fuel or material which emits dense smoke or objectionable odors shall be used or burned.

Q. *Spaces for occupancy.* RVP spaces in travel trailer parks may only be used by travel trailers, equivalent facilities on or towed by vehicles, tents, or other short-term housing. The wheels of a travel trailer shall not be removed except temporarily for repairs. Jacks or stabilizers may be placed under travel trailer to prevent movement while the trailer is parked and occupied.

(Ord. No. 20-08, § 3, 8-13-2020)

1507 South Sunset (16 subdivided lots = 3.3 acres)



1507 South Sunset – Design Concepts for 3.3 acres

These diagrams are showing more than 50 slots but shows ingress and egress plans.

City Council 269 of 338









1507 South Sunset – Design concept Stillwater, Oklahoma (approximately 50 slots)



Roswell, NM





1507 South Sunset – Design concepts (approximately 50 slots)

City Council

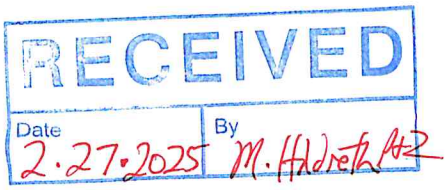
211 of 338

Roswell, NM





February 23, 2025



To Planning & Zoning Administrator,
Merideth Hildreth and Commission

Regarding case ZOC 25-0003

I am not in favor of this zone change. I have lived in my house for 65 years. I am house #13 on your Notification Area Map. I do not want to see a zone change. It will lower our property values and increase crime in our neighborhoods.

We already have a problem with the alleys on Forest Drive, Forest Place and Wildy. People use these alleys for short cuts at speeds of 35/45 mph.

I can not hear very well, and I am on oxygen, I cannot be there in person to fight this. I do not want more traffic, dirt or people in the alley and quiet honestly, I do not want to see a bunch of RVs.

I do think that *if this passes* the RV Park should have a 7 FOOT SOLID FENCE NO SEE THROUGH AND NO ALLEY ACCESS NONE!!

However, Mr. Jason E. Garcia could buy me out that might be an option for him.

Respectfully,

Harry E. Curtis

ATTN: Meridith Hildreth, AICP, Planning and Zoning Administrator
and
Planning and Zoning Commissioners

RE: Rezoning Case #ZOC 25-0003

Dear Council,

I am writing to express my opposition to ZOC-0003.

A mobile home park would have a big impact on the area for many reasons. The value of the singly family homes adjacent to the location would be affected. It would cause more congestion on the Hondo bridge, as it would be the only ingress and egress to the subdivision from the main arterial street of Sunset Avenue. This would cause further safety concerns for pedestrians due to the heavy traffic. Taxpayers would also be burdened further with the cost of an additional streetlight at the intersection.

I strongly urge you to disapprove the proposed Zoning Change.

Sincerely,
David Garcia
(Address) 1500 S. Sunset Ave
Roswell, NM 88203

ATTN: Meridith Hildreth, AICP, Planning and Zoning Administrator
and
Planning and Zoning Commissioners

RE: Rezoning Case #ZOC 25-0003

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I strongly urge you to disapprove the proposed Zoning Change.

Sincerely,
(Address) David Garcia
property identified
as #3
Vacant Lot

ATTN: Meridith Hildreth, AICP, Planning and Zoning Administrator
and
Planning and Zoning Commissioners

RE: Rezoning Case #ZOC 25-0003

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I strongly urge you to disapprove the proposed Zoning Change.

Sincerely, Carl Turner
(Address) 1400 S. Sunset Ave,
Roswell, NM 88203

ATTN: Meridith Hildreth, AICP, Planning and Zoning Administrator
and
Planning and Zoning Commissioners

RE: Rezoning Case #ZOC 25-0003

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I strongly urge you to disapprove the proposed Zoning Change.

Sincerely,
(Address) 1502 S. Sunset Ave
Roswell, NM 88203

ATTN: Meridith Hildreth, AICP, Planning and Zoning Administrator
and
Planning and Zoning Commissioners

RE: Rezoning Case #ZOC 25-0003

Dear Council,

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I strongly urge you to disapprove the proposed Zoning Change.

Sincerely,
(Address)

Monnie E. Ashcraft
1503 S. Sunset Ave.
Roswell, NM 88203

ATTN: Meridith Hildreth, AICP, Planning and Zoning Administrator
and
Planning and Zoning Commissioners

RE: Rezoning Case #ZOC 25-0003

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I strongly urge you to disapprove the proposed Zoning Change.

Sincerely,
(Address) Diana Arnold
10 FOREST PLACE

ATTN: Meridith Hildreth, AICP, Planning and Zoning Administrator
and
Planning and Zoning Commissioners

RE: Rezoning Case #ZOC 25-0003

Dear Council,

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I strongly urge you to disapprove the proposed Zoning Change.

Sincerely,
(Address) 26 Wildy Dr Roswell NM 88203

ATTN: Meridith Hildreth, AICP, Planning and Zoning Administrator
and
Planning and Zoning Commissioners

RE: Rezoning Case #ZOC 25-0003

Dear Council,

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I strongly urge you to disapprove the proposed Zoning Change.

Sincerely, Nichols Walk
(Address) 30 Wells Dr

ATTN: Meridith Hildreth, AICP, Planning and Zoning Administrator
and
Planning and Zoning Commissioners

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I strongly urge you to disapprove the proposed Zoning Change.

Sincerely,
(Address)

32 Wildy Dr.
Roswell, NM

ATTN: Meridith Hildreth, AICP, Planning and Zoning Administrator
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Planning and Zoning Commissioners

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I strongly urge you to disapprove the proposed Zoning Change.

Sincerely,
(Address)

Renee S. Jaso 32 Wildy Drive

ATTN: Meridith Hildreth, AICP, Planning and Zoning Administrator
and
Planning and Zoning Commissioners

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I strongly urge you to disapprove the proposed Zoning Change.

Sincerely,
(Address) 1503 S. Sunset Ave
Roswell, NM 88203

ATTN: Meridith Hildreth, AICP, Planning and Zoning Administrator
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Planning and Zoning Commissioners



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I strongly urge you to disapprove the proposed Zoning Change.

Sincerely,
(Address) 1216 Avenida Del Sumbre
Roswell, NM 88203

1216 Avenida del Sumbre
is outside the 100'
Notification Area
approx 230' Distance of
ROW + Rio Hondo Discounting

ARTICLE 46. - RVP RECREATIONAL VEHICLE PARK

Sec. 1. - Area, setback, and height requirements.

Minimum Space per unit 25' Width	Front setback from all property lines to Local/collector streets.	Front setback from all property lines to Arterial streets	Rear setback from property lines.	Minimum Spacing between structures: Side to Side And End to End	Maximum Height
1,250 S.F.	20'	35'	20'	10' 20'	35'

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   1. A detailed ALTA/ACSM land title survey of the proposed RVP area provided by a registered licensed surveyor.
   2. Name of the proposed RVP and name and address of the property owner and/or developer.
   3. The location and width of all proposed rights-of-way, easements, and required building setback lines.
   4. The locations, dimensions, and area of all proposed or existing lots, home spaces.
   5.

Identification of the use of any lot or space (single or multi-section units) with consecutive numbering.

6. The location of any proposed accessory structures such as decks, open or enclosed carports, garages, storage sheds, or items of a similar nature, which are subordinate and serve a principal structure or use, located on the home space.
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8. If construction has not begun within one year from the date of approval of the development plan, the approval shall be considered null and void.

B. *Street surfacing and maintenance.* As specified in the latest adopted City of Roswell Public Works Specification Ordinance.

C. *Fencing, screening and landscaping*. A solid screen fence or wall made of brick, masonry, stone, or wood, no less than six feet in height; or an irrigated and maintained landscaped fence planted with a density equaling the opacity and height of a solid fence or wall; or any combination thereof at all perimeter lot lines of the park. Landscaping shall be provided in accordance with this Ordinance.

D. *Access to the park.* Direct vehicular access to the park shall be provided by means of an abutting collector or arterial street. Direct vehicular access shall not be provided through an alley or easement.

E. *Design of driveway entrances and exits.* Entrances and exits shall be designed for safe and convenient movement of traffic into and out of the park and to minimize marginal friction with movement of traffic on adjacent streets. A minimum of two access points shall be provided, and all traffic into and out of the park shall be through such entrances and exits. No entrance or exit shall require a turn at an acute angle for vehicles moving in the direction intended, and radii of curbs and pavement at intersections shall be a minimum of 25 feet to facilitate easy turning movements for vehicles with trailers attached. No object shall obscure the view of an approaching driver in the right lane of the street. No entrance or exit shall be located closer than 40 feet from any street intersection or ten feet from the radius point, whichever is more.

F. *Internal streets.* Streets shall be privately owned and maintained and provided in the park where necessary to allow safe, convenient access to all spaces and facilities used by occupants.

G. *Street alignment and gradient.* Street alignment and gradient shall be properly adapted to topography for safe movement of traffic anticipated and to control surface and ground water.

H. *Street widths.* Streets shall be of adequate width to accommodate the anticipated parking and traffic load per city fire department and city engineer.

I. *Reserved.*

J. *Parking spaces.* One hard-pack, on-site parking stall per RV space plus an adequate number of on-site paved overflow parking stalls for RV park employees and visitors.

K. *RV spaces.* A minimum of 33 percent of RV spaces shall be designed as drive-through spaces to accommodate very large vehicles and overnight guests. No loading or maneuvering shall be permitted on any public street, sidewalk, right-of-way, or public grounds. RV spaces shall be designed on hard packed or paved surfaces that provide drainage away from the unit. Course gravel is acceptable for the RV space.

L. *Management offices and common facilities.* Buildings(s) containing the management office, recreational facilities, toilets, showers, and other common facilities shall be conveniently located for the uses intended. Consolidation of all facilities into a single building and location is acceptable, and must meet the requirements of the current uniform building code. A city building permit must be obtained prior to construction.

M. *Disposal of wastewater, sewage, and trash.* No unit shall dispose of wastewater, sewage or trash except in approved facilities provided by management for that purpose. All disposal areas shall be clearly marked and kept clean by management.

N. *Sanitary stations.*

1. Sufficient facilities shall be provided at sanitary stations for the sole purpose of removing and disposing of waste from all holding tanks, in a clean, efficient, and convenient manner.
2. Each sanitary station shall consist of a drainage basin constructed of impervious material, and containing a disposal hatch and self-closing cover and related working facilities.
3. Sanitary stations shall be located no less than 50 feet from any space or other residential area. Such facilities shall be screened from other activities by visual barriers such as a fence, wall, or natural growth.
4. The disposal hatch of sanitary station units shall be connected to the park sewage disposal system. Related facilities required to wash holding tanks and the general area of the sanitary station shall be connected to the park water supply system.

O. *Minimum required toilet facilities.* Two toilets, two sinks, and two bathing facilities shall be required in each facility, men and women, whether dependent or independent units. The following schedule is for dependent units. Urinals shall be acceptable for no more than one-third of the toilets required in the men's facilities.

No. of Dependent Trailer Spaces	Toilets	Sinks	Bathing Stalls

6—10	4	2	2
11—20	6	2	2
21—30	8	4	4
31—55	10	4	4
56—80	12	4	4
81—105	14	4	4

P. *Cooking shelters, barbecue pits, and fireplaces.* Shall be so located, constructed, maintained, and used to minimize fire hazards and smoke nuisance both on and off the property. No open fire shall be permitted except in approved facilities. No open fire shall be left unattended, and all open fires shall be extinguished before occupants of spaces retire or leave the area. No fuel or material which emits dense smoke or objectionable odors shall be used or burned.

Q. *Spaces for occupancy.* RVP spaces in travel trailer parks may only be used by travel trailers, equivalent facilities on or towed by vehicles, tents, or other short-term housing. The wheels of a travel trailer shall not be removed except temporarily for repairs. Jacks or stabilizers may be placed under travel trailer to prevent movement while the trailer is parked and occupied.

(Ord. No. 20-08, § 3, 8-13-2020)

Regular City Council Meeting 25.
Meeting Date: 04/10/2025
COMMITTEE: Finance
CONTACT: Elizabeth Nulf **CHAIR:** Robert B. Corn

ACTION REQUESTED:

Consider recommending approval of a 5-year contract in the total amount of $496,350.00 with Paladin Drones. **(Corn/Lt. Fry)**

BACKGROUND:

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

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

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

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

FINANCIAL CONSIDERATION

The payments would be due in May of each year. This would be paid by the Public Safety Tax(Ambulance Tax). This contract does include a 9% discount for annual recurring items and a $30,000 discount for a second docking station for the restriction of the current agreement. The payments would be due in May of each year, beginning in May 2025, and this contract includes a 9% discount for annual recurring items and a $30,000 discount for a second docking station for the restriction of the current agreement. Annual pricing is as follows:

- Year 1: $123,270 (includes one-time purchase price of additional drones)
- Year 2: $93,270
- Year 3: $93,270
- Year 4: $93,270
- Year 5: $93,270

Funding Source - $496,350.00 from the GRT Tax Increase Ordinance 23-10

Financial Impact (Revenue & Expenses) Revenue - Cash-Public Safety Fund GL 5500 114100 $496,350.00 and Expense-Capital Outlay Vehicles GL 5500 4125817505 $496,350.00.

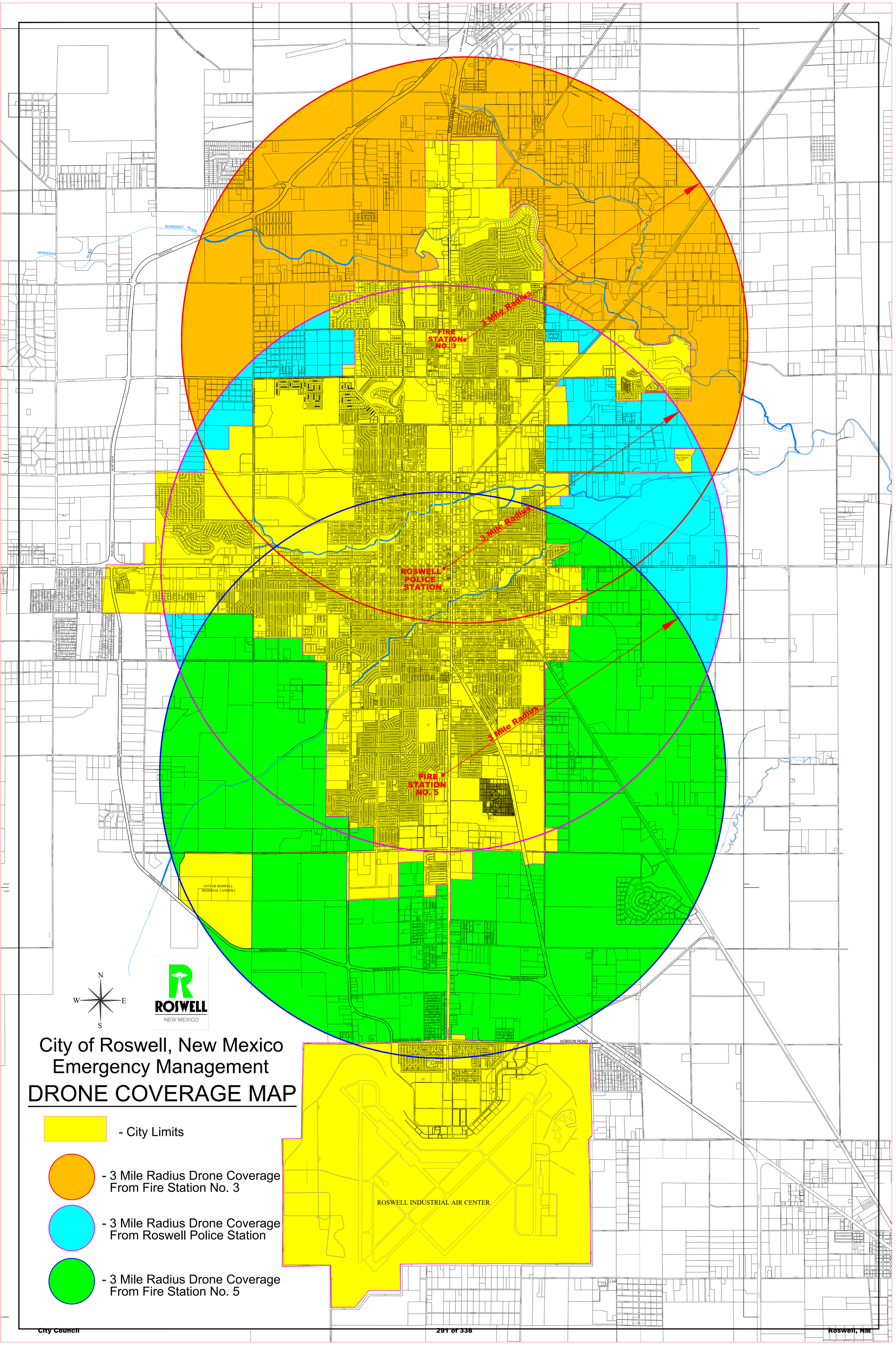
LEGAL REVIEW:
The contract was submitted to the legal department for review.

BOARD AND COMMITTEE ACTION:
Public Safety Committee referred (4-0) to the Finance Committee on 3/18/2025. Finance Committee recommended approval (4-0) at its meeting on April 3, 2025.

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

Attachments

Map
Updated_Roswell_Paladin Renewal
Quote
Sole Source Letter



City of Roswell, New Mexico
Emergency Management
DRONE COVERAGE MAP

- City Limits

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

- 3 Mile Radius Drone Coverage From Roswell Police Station

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

PALADIN ORDER FORM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FORTH IN THE TERMS & CONDITIONS.

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

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

(***Signature page follows***)

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

PALADIN DRONES INC.

By:

_____

Name: Divy Shrivastava

_____

Title: CEO

_____

0CITY OF ROSWELL, NM

By:

_____

Name:

_____

Title:

_____

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

Approved as to Form

_____

Christopher J. Nairn-Mahan, City Attorney

Exhibit A PALADIN

QUOTE

[See attached.]

PALADIN

Roswell Police Dept, NM

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

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

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

josh.ny@paladindrones.io

Comments from Josh Nassau

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

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

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

Products & Services

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

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

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

Purchase terms

Questions? Contact me

Josh Nassau
josh.ny@paladindrones.io

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

Exhibit B

PALADIN Terms and Conditions

[See attached.]

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 fault of 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, and other content, in any form or medium, that is transmitted by or on behalf of Customer or anAuthorized User through the Services.

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

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

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

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

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

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

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

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

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

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

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

"Governing State" means the State of Delaware.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Access and Use.

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

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

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

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

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

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

elements, and any unauthorized use.

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

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

(2) Paladin reasonably determines that:

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

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

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

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

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

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

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

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

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

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

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

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

Paladin's training shall consist of: :

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

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

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

4. Fees and Payment.

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

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

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

5. Equipment Provided to Customer

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

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

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

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

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

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

6. Loss And Damage of Equipment

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

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

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

7. Confidential Information

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

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

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

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

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

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

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

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

8. Intellectual Property

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

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

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

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

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

9. Warranties & Disclaimers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. LIMITATION ON LIABILITY

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

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

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

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

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

11. Indemnification.

a. Paladin Indemnification.

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

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

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

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

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

c. Customer Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

iii. IF:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. **Watchtower Software License.**

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

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

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

29. **Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37.

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

Exhibit C

Additional Terms and Conditions

PALADIN

Roswell Police Dept, NM

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

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 incldes 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

PALADIN

Oct 17, 2024

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

PH. (770) 900-7643

Roswell Procurement Department, NM:

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

DESCRIPTION OF ITEMS AND SERVICES

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

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

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

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

Sincerely,

Divyaditya Shrivastava, CEO

Divyaditya Shrivastava

Regular City Council Meeting 26.
Meeting Date: 04/10/2025
COMMITTEE: N/A
CONTACT: Amalia Martinez **CHAIR:** Mayor Pro Tem

ACTION REQUESTED:
Approval of Mayor Jennings' recommendations of appointments to the Cemetery Board as follows: (Halvorson/Martinez)

- Position 1 - Heidi Huckabee
  - 1st Term (April 11, 2025 - March 31, 2027)

BACKGROUND:
Initiated by: Term Renewals

The Cemetery Board consists of five (5) members and one (1) ex-officio member. Each member shall serve four-year terms with no term limits.

FINANCIAL CONSIDERATION
There are no direct financial impact associated with this item.

LEGAL REVIEW:
Vacancies on Boards are filled under Roswell City Code Sec. 2-97(b)(1): "The mayor, with the advice and the consent of the City Council, shall appoint all board members".

BOARD AND COMMITTEE ACTION:
This item was not brought to a board or a committee. Recommended by Mayor Jennings.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

250410 Appointment Memo - Heidi Huckabee

ROSWELL
New Mexico

City of Roswell
Office of the Mayor

MEMORANDUM
City of Roswell

To: CITY COUNCIL MEMBERS

From: Timothy Z. Jennings, Mayor

Date: April 4, 2025

Subject: Recommended Appointments to be made at the April 10, 2025 City Council Meeting.

Hello all,

I recommend that the appointments listed below be scheduled for the City Council meeting on April 10, 2025. I will present this recommendation and ask for your approval that evening.

Cemetery Board

- Position 1 – Heidi Huckabee
  - 1st Term (April 11, 2025 – March 31, 2027)

Howdy!

Sincerely,

Timothy Z. Jennings
Mayor, City of Roswell, NM

/am

PO Box 1838
Roswell, NM 88202-1838
TEL: 575.624.6700
FAX: 575.624.6709

Regular City Council Meeting
Meeting Date: 04/10/2025
COMMITTEE: N/A **CONTACT:** N/A
CHAIR: Mayor Pro Tem

Summary:
Administratively Executed Leases March / April 2025

Attachments
Legal Communication Report March/Apr 2025

COMMUNICATION

April 10, 2025
From Hess Yntema, City Attorney
To: Regular Meeting City of Roswell Council

RE: Administratively Executed Leases- March/ April

Mayor Pro Tem and members of the Council,

I. Leases

Below please find a description of all the leases entered into administratively pursuant to §2-205 of the Roswell City Code. All leases are for a period of one year or less and at a value less than $20,000.00 per year.

This lease is consistent with Local and State law, ROW rate structures, an FAA's self-sustaining principle and other applicable FAA rules and regulations. All leases are available for inspect at ROW, the City attorney's office, or electronically. As with all but two airport buildings, these buildings have not been appraised in the past 10 years.

1. Bravo, 3 Bunker 1133; Term 1 year, commencing March 1, 2025 and ending February 28, 2026; Rent $4,965.00 annum payable in 12 monthly installments of $413.75.