REGULAR MEETING
CITY OF ROSWELL COUNCIL - AGENDA
THURSDAY, NOVEMBER 13, 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. 25-28. Except for emergency matters, the City Council shall take action only on the specific items listed on the Agenda.

NOVEMBER 13, 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 25-28, 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 November 13, 2025, Regular City Council Meeting. (Halvorson/Martinez)

2. Approval of consent agenda - approve the consent agenda for the November 13, 2025, Regular City Council Meeting. (Halvorson/Martinez)

CONSENT ITEMS ***(items 3-14 will be approved at the time of the approval of the consent agenda)***

3. Consider recommending approval of a lease agreement with First National Tower, Ltd for property located at 400 N. Pennsylvania Avenue, Roswell, NM 88201, inclusive of a ratification for November 1-30, 2025. (Heldenbrand/Brooks)Pg. 4

4. Approval of a budget adjustment to recognize an award from the New Mexico Board of Finance Emergency Operating Fund Grant in the amount of $970,000.00, and authorization to issue a purchase order to 411 Equipment, LLC in the amount of $960,055.12 for the acquisition of two (2) Mini Rescue Pumpers equipped with NFPA-compliant equipment and Amkus Rescue Tool. (Corn/Chavez) Pg. 25

5. Approval of a budget adjustment in the amount of $123,270 to fund the Paladin Drones software and equipment contract. (Corn/Bateman) Pg. 27

6. Approval for the Roswell Police Department's request to allocate $26,000 from School Resource Officer reimbursement funds received from the Roswell Independent School District (RISD) to provide thirteen (13) non-union civilian employees, each with more than one (1) year

of service, a one-time retention incentive of $2,000. (Corn/Bateman) Pg.67

7. Approval of award for ITB-26-003 - SWAT Warehouse Renovation and Covered Parking Structure to Hubbard & Sons, Inc., in the amount of $89,874.24, including Gross Receipts Tax. (Corn/Bateman) Pg. 68

8. Approval of award for ITB-25-009: Roswell Air Center Taxiway C Rehabilitation Project to Constructors, Inc. in the amount of $562,347.38, including GRT. (Corn/Thompson) Pg. 74

Resolution(s)

9. Resolution 25-53: Adoption of Resolution 25-53: approving a budget adjustment for the fiscal year ending June 30, 2026. (Corn/Gomez) Pg. 78

10. Resolution 25-54: Weeds - The Resolution shall mandate the cleanup of approximately twenty-nine (29) separate properties within the City. (Heldenbrand/Franco) Pg. 81

11. Resolution 25-55: Condemnations - adoption of Resolution 25-55 the Resolution shall require the removal or demolition of two (2) dilapidated structures. (Heldenbrand/Franco) Pg. 87

Minutes

12. Approval of the minutes from the Regular City Council meeting on October 9, 2025. (Halvorson/Martinez)Pg. 93

13. Approval of the minutes from the Special City Council meeting on October 13, 2025. (Halvorson/Martinez) Pg. 106

14. Approval of the minutes from the Special City Council meeting on October 30, 2025. (Halvorson/Martinez) Pg. 110

NON-ACTION ITEMS (Information Items)

15. Airport Updates (Bobbi Thompson)

16. MainStreet Roswell UFO Festival 2025 Report (Barbara Gomez) Pg. 113

17. Catalina Muniz Award for the 2025 Project Excellence Awards to James MacCornack and Andrew Valadez (Chad Cole)

18. Employee Out-of-State Travel (Chief Lance Bateman) Pg. 118

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)

19. Hold a public hearing and vote on a Restaurant B (Beer, Wine and Spirits) License with on-premise consumption for Lemongrass Thai, LLC |DBA Lemon Grass Thai Cuisine located at 610 South Main Street, Roswell, NM 88203 (Halvorson/Yntema)Pg. 120

20. Hold a public hearing and vote on a Restaurant B -- Beer Wine and Spirits Liquor License with on-premises consumption only with patio service for Backdraft Barbeque, LLC located at 301 N. Railroad Avenue, Roswell, NM 88201. (Halvorson/Yntema) Pg. 130

21. Hold a public hearing and vote on a Restaurant B (Beer, Wine and Spirits) License with on-premise consumption for JASAL, LLC | DBA Los Cerritos Mexican Kitchen located at 2103 N. Main Street, Roswell, NM 88201. (Halvorson/Yntema) Pg. 141

22. Ordinance 25-06: Hold a public hearing to consider adopting proposed Ordinance 25-06: Amending Chapter 11 of the Roswell City Code Regarding Flood Damage Protection. (Heldenbrand/MacCornack) Pg. 151

NEW BUSINESS / REGULAR ITEMS

23. Approval to advertise RFP 26-002 for Design Professional Services for flood-related projects (DR-4843NM). (Heldenbrand/Rogers) Pg. 188

24. Approval for Ramon Zapata (Engineering Technician) to exceed $1,500 in travel reimbursements this current fiscal year, per Resolution 24-55. Halvorson/MacCornack) Pg. 196

25. Approve Sergeant Trong Nguyen to exceed the $1,500 limit in travel reimbursements for the current fiscal year, in accordance with Resolution 24-55.(Halvorson/Bateman) Pg. 198

Resolution(s)

26. Resolution 25-56: adoption of Resolution 25-56: Creating the Roswell Flood Recovery Taskforce. (Corn/Cortez) Pg. 200

Ordinance(s)

27. Ordinance 25-XX: Authorize to advertise for a public hearing Ordinance 25-XX: An Ordinance for the sale of Real Property. (Todd Verciglio) Pg. 204

Closed Session

28. Hold Closed Session: Pursuant to NMSA 1978 §§ 10-15-1H (5) and (8) for the discussion of collective bargaining strategy preliminary to collective bargaining negotiations and for the discussion of the purchase, acquisition or disposal of real property. (Halvorson/Yntema)

CITY MANAGER REPORTS/ANNOUNCEMENTS
(Information Only)

Adjournment

If you are an individual with a disability who requires 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, be sure to get in touch with Human Resources at 575-624-6700 at least one week before the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please do not hesitate to contact the City Clerk at 575-637-6202 if a summary in an alternative accessible format is required. Printed and posted: Friday, November 7, 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 visit www.roswell-nm.gov and click on the YouTube link located on the banner on the right side of the screen.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 3.
Meeting Date: 11/13/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Consider recommending approval of a lease agreement with First National Tower, Ltd for property located at 400 N. Pennsylvania Avenue, Roswell, NM 88201, inclusive of a ratification for November 1-30, 2025. (Heldenbrand/Brooks)

BACKGROUND:
Initiated by: Caroline Brooks

This request is to consider recommending approval for the City of Roswell to enter into a lease agreement extension with First National Tower, Ltd. The space has been used by the museum department under a waived fee following the October 2024 flood and payment is now required for additional use, necessitating a review of the agreement. This request is to cover a two-month extension for November 1-30, 2025 and December 1-31, 2025, allowing for preparations and move to another property.

FINANCIAL CONSIDERATION
Rent of ten thousand eight hundred and ninety-seven dollars ($10,897) per month for two months for a total of $21,794. Calculated at $12 per square foot per year x 10,897 square feet divided by 12 months =. $10,897 per month.

LEGAL REVIEW:
The City Attorney has reviewed the lease agreement.

BOARD AND COMMITTEE ACTION:
Legal Committee recommended approval (5-0) at their meeting on October 23, 2025. The Finance Committee recommended approval (4-0) of a budget adjustment on October 2, 2025; City Council approved (9-0) on October 9, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

First National Tower

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is hereby entered into on this 25 day of October, 2024 (the "Effective Date"), by and between the CITY OF ROSWELL, NEW MEXICO ("City"), a political subdivision of the State of New Mexico, located at 425 N. Richardson, Roswell, NM 88201, and First National Tower Ltd., a(n) domestic for profit, whose principal address is 400 N. Pennsylvania Ave, Ste. 1350, Roswell, NM 88201 ("FNT Ltd."), collectively referred to herein as the Parties.

RECITALS

WHEREAS, the City is in need of a vault to store city property in a temperature-controlled environment; and:

WHEREAS, First National Tower Ltd. has a vault located in the building at 400 Penn Plaza that was formerly the Wells Fargo Bank location and is in spirit of community is graciously offering it to temporarily house displaced items of city property formerly located at the Roswell Museum.

NOW THEREFORE, in consideration for the mutual covenants contained herein, FNT Ltd. and the City agree as follows:

1. **GRANTING CLAUSE**

For the Term, at the Rent and otherwise upon the terms, provisions and conditions contained herein, FNT Ltd. hereby lets and leases unto City the FNT Ltd. vault and other available premises known formerly as the Wells Fargo Bank located at 400 N. Pennsylvania, Ste. 100, Roswell, New Mexico, 88201, comprising approximately 8000 square feet more or less to the City, together with all improvements located thereon.

2. **RENT**

a. City agrees to pay to FNT Ltd. as rent the sum of ONE DOLLAR ($1.00) per month during the term hereof, and as further consideration throughout the term hereof, FNT Ltd. shall provide a vault and other above describe premises at the above address of 400 N, Penn, Roswell, NM.

3. **SECURITY DEPOSIT**

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

A.S 11/14/24

☐ i. $.

☒ ii. FNT Ltd. waives the security deposit for this Agreement.

b. FNT Ltd. may use the security deposit to repair any damage to 400 Penn Plaza caused by City or its guests, and to clean the 400 Penn Plaza upon termination of this Agreement. If City fully performs its obligations under this Agreement, the security deposit, or the balance remaining, shall promptly be returned to City after the termination of this Agreement.

4. **TERM**

The term of this Agreement shall commence on the Effective Date and shall continue for a period of 3 months (the "Term"). This Agreement may thereafter be renewed for up to 3 additional period(s) of 1 month each (the "Renewal Terms"), upon mutual written agreement of the Parties. Each Renewal Period shall be governed by the same terms and conditions hereof, except as may be otherwise agreed in writing by the Parties.

5. **USE OF PREMISES**

a. City shall use FNT Ltd. vault solely for the purposes of storing valuable city property, and related uses, and for no other purposes. City shall not use the FNT Ltd. vault for any purpose prohibited by the laws of the United States, the State of New Mexico, or the ordinances of the City of Roswell.

b. City shall conduct and operate its business in such a manner so as to prevent the performance of any act, creation, or maintenance of anything which in the opinion of FNT Ltd. may be or become a nuisance of otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor, other forms of air pollution, or other condition, substance, or element in such amounts as to affect the surrounding area or adjoining premises. FNT Ltd. shall be the sole judge as to whether any act done or things created or maintained by City on the 400 Penn Plaza is or may become a nuisance or otherwise noxious or objectionable condition and City agrees to abide by FNT's decision and act in accordance with its directions with respect thereto.

c. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of City's use or occupancy of 400 Penn Plaza is the sole and absolute responsibility of City. City shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials.

11/14/24

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 City's use or occupancy of 400 Penn Plaza shall be grounds for the immediate termination of this Agreement with or without process of law. City represents to FNT Ltd. that it will not release any hazardous materials at, in, on or about 400 Penn Plaza. To the extent it is proven that hazardous materials have been released by City during the Term, City hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold FNT Ltd. harmless from and against any bodily injury, death or property damage, including (1) environmental claims, (2) environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials, and (3) liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

6. **CONDITION OF THE PREMISES**

City has inspected 400 Penn Plaza and accepts 400 Penn Plaza in its present condition, as is. City acknowledges that any requirements for accessibility and/or public accommodation(s) are City's responsibility. FNT Ltd. makes no representations or warranties that 400 Penn Plaza is suitable for City's use or any other purpose.

7. **MAINTENANCE**

a. City, at its own expense, shall maintain 400 Penn Plaza and appurtenances to 400 Penn in good repair and in at least as good condition as that in which they were delivered, allowing for ordinary wear and tear, and provided that 400 Penn Plaza shall not be required to make any structural repairs or alterations, which shall be the responsibility of FNT Ltd., except as provided below.

b. FNT Ltd. shall be the sole judge of the quality of repair and maintenance by City under this Section and, upon written notice by FNT Ltd., City shall be required to perform whatever maintenance or repairs deemed necessary by FNT Ltd.. If said maintenance or repair is not undertaken within ten (10) days after receipt of written notice, FNT Ltd. shall have the right to enter upon 400 Penn Plaza and perform the necessary maintenance, the cost of which shall be borne by City.

c. City shall notify FNT Ltd. of any structural repairs as soon as City knows or should know of the need for such repairs. All capital improvements expense related to maintenance and repair will be discussed amongst the Parties and coordinated for available funding. City's

GA·S 11/14/24

failure to timely notify FNT Ltd. of the need for such repairs, or made necessary as a result of the activities of City at 400 Penn Plaza. The cost of structural repairs made necessary as a result of City's activities or failure to timely notify FNT Ltd. shall be deemed additional Rent and shall be payable to FNT Ltd. on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

8. **TAXES, LICENSES AND UTILITIES**

During the Term hereof, City shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by City upon 400 Penn Plaza, of whatsoever kind or nature, incident to or arising out of the conduct of City's activities. Failure to have or maintain any appropriate current license or permit shall be a breach of this Agreement. FNT Ltd. shall be responsible for all utilities to 400 Penn Plaza.

9. **PERSONAL PROPERTY AND FIXTURES**

All personal property and fixtures of City in and on 400 Penn Plaza shall be kept at the sole risk of City, and FNT Ltd. shall not be liable for any damage thereto or to City for interruption of business or otherwise. City hereby waives all causes or rights of recovery against FNT Ltd., its agents, employees, invitees and for any loss to such personal property and fixtures on 400 Penn Plaza or to consequential loss arising there from caused by fire or other casualty, whether negligently caused or not.

10. **EQUIPMENT AND IMPROVEMENTS**

a. Except as otherwise provided herein, City shall have the right to install such equipment as may be necessary for the conduct of its business on 400 Penn Plaza; and at the expiration or termination of the Agreement City shall have the right to remove all of such equipment installed by City that is removable without damage to 400 Penn Plaza. Also, except as provided in this Agreement, City shall, upon written demand by FNT Ltd., at City's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by City pursuant to this Section.

b. City shall not make, suffer or permit to be made, any major additions, alterations or improvements on 400 Penn Plaza (including but not limited to, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in) without first obtaining the written consent of FNT Ltd., which consent will not be unreasonably withheld.

AS 11/14/24

At the termination or expiration of this Agreement, all such permitted improvements shall become the sole property of FNT Ltd..

11. **MECHANICS' LIENS**

In the event that City makes any major alterations, additions or improvements, as provided for above, City shall not cause, suffer or permit any mechanic's, materialmen's, or other liens to be filed against 400 Penn Plaza, or any part thereof, nor against City's leasehold interest, by reason of work, labor, services, or materials supplied or claimed to have been supplied to City. In the event that such liens shall be recorded against the 400 Penn Plaza, City shall cause the same to be removed or, in the alternative, if it in good faith desires to contest the same, it shall be privileged to do so, but in such case City hereby agrees, to the maximum extent permitted by law,to indemnify and save FNT Ltd. harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure, cause the same to be discharged and removed prior to the execution of such judgment.

12. **ACCESS AND INSPECTION**

Upon giving reasonable notice to City, FNT Ltd. may enter 400 Penn Plaza during City's regular business hours and have free access to 400 Penn Plaza and improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to FNT Ltd. under the terms and provisions of this Agreement.

13. **HOLDOVER**

In the event City remains in possession of 400 Penn Plaza after the expiration or termination of this Agreement, the City shall be deemed a tenant at sufferance, and shall be required to pay to FNT Ltd. the fair market rental value of the 400 Penn Plaza on a monthly basis, and City's occupancy shall be governed in all other respects by the provisions hereof, except as to the duration of the Term.

14. **CONDEMNATION**

a. In the event that the 400 Penn Plaza or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the Term hereof, this Agreement shall terminate as of the effective date of such condemnation or taking, unless the Parties mutually agree that any remainder left after a partial condemnation or taking is still suitable for the purposes of this Agreement, in which case this Agreement may continue at the election of the Parties.

In such event, City shall bear any necessary costs of relocating its equipment and placing the remaining 400 Penn Plaza in proper and usable condition.

b. In the event of total or partial condemnation or taking of the 400 Penn Plaza as aforesaid, all compensation awarded or paid upon a total or partial taking of the 400 Penn Plaza shall belong to FNT Ltd. and City shall have no right or cause of action against FNT Ltd.; provided, however that City shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by City as a result of the termination of this Agreement or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by City and are located upon 400 Penn Plaza at the time of such condemnation or taking. FNT Ltd. reserves the right to proceed independently of City with any claim for compensation for damages to which FNT Ltd. may become entitled by reason of such total or partial condemnation or taking.

15. **DAMAGE OR DESTRUCTION OF PREMISES**

a. In the event 400 Penn Plaza is damaged or destroyed by fire, the elements, other perils or casualty not the fault of FNT Ltd. may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage, or terminate this Agreement by 30 days' written notice to the City. If FNT Ltd. elects to repair or rebuild, this Agreement shall remain in full force and effect, except that City's obligation to pay Rent shall be waived or reduced based upon the extent to which the damage and making of such repairs shall reasonably interfere with the activities carried on by City in 400 Penn Plaza, as determined by FNT Ltd. 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 City. In no event shall FNT Ltd. be liable to or for any costs incurred by City as a result of disruption of its activities by casualty under this Section.

b. In the event that FNT Ltd. elects to repair or rebuild 400 Penn Plaza under this Section, FNT Ltd. shall act promptly and with due diligence, but FNT Ltd. shall not be responsible for delays caused by factors beyond FNT's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, City agrees that FNT Ltd. shall not be responsible for damages, nor shall FNT Ltd. be deemed to be in default under this Agreement.

16. **TERMINATION**

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

17. **SURRENDER**

Upon expiration or termination of this Agreement, City shall quit and surrender 400 Penn Plaza to FNT Ltd. within 30 days of the expiration or notice of termination, in as clean and good order and condition as it was at the commencement of the Term, normal wear and tear excepted. Except as otherwise provided for herein, City shall remove all of its personal property and fixtures from 400 Penn Plaza prior to surrender and any such personal property or fixtures abandoned on or about the 400 Penn Plaza after surrender shall become irrevocably the property of FNT Ltd., but City shall be liable for any costs to FNT Ltd. of disposing of any of its property or fixtures left after surrender that FNT Ltd., in its discretion, does not elect to keep. City shall be further liable for any costs of repairs, restoration or cleaning of 400 Penn Plaza made necessary as a result of City's failure to maintain its obligations under this Section.

18. **INSURANCE**

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

b. City's insurance obligations under this Agreement shall be:

i. all insurance coverage and/or limits by or available to City; or

ii. the minimum coverage requirements and/or limits set forth in Exhibit A, whichever is greater.

c. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits set forth in Exhibit A, which are applicable to a given loss, shall be available to FNT Ltd.. No representation is made that the minimum insurance

11/14/24

requirements set forth in Exhibit A are sufficient to cover the obligations of City pursuant to this Agreement. City's requirements under this Section shall be referred to herein as the "Insurance."

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

19. **INDEMNIFICATION AND HOLD HARMLESS**

a. FNT Ltd. shall not be liable to City or to City's employees, customers, visitors, or any other person for any injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the premises in connection with, or arising out of, City's operation and use of 400 Penn Plaza.

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

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

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

20. **DEFAULT**

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

11/14/24

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

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

c. Finally, and without further possibility of appeal or review

i. be adjudicated bankrupt or insolvent,

ii. have a receiver or trustee appointed for all or substantially all of its business or assets, or

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

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

e. Leave 400 Penn Plaza vacant or deserted for a period of thirty (30) consecutive days and such lack of use shall continue for thirty (30) days after FNT Ltd. has given City written notice specifying the vacancy.

21. **FNT'S REMEDIES ON DEFAULT**

a. Upon default of this Agreement by City, FNT Ltd. may declare this Agreement, and all rights and interest created by it, to be terminated without further notice to City, whereupon City shall surrender 400 Penn Plaza as otherwise provided for herein. In the event that City shall fail

or refuse to surrender 400 Penn Plaza, FNT Ltd. shall be entitled to regain possession thereof in the manner provided by the laws of the State of New Mexico in force at the time of the default. Termination hereunder shall not relieve City from any claim for damages accruing to FNT Ltd. under this Agreement or as a result of the default and FNT Ltd. shall be entitled to enforce the payment of such claim for damages by any remedy provided by law, whether or not stated herein. The FNT Ltd. may further sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease.

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

22. **FORCE MAJEURE**

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

23. **NONDISCRIMINATION**

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

canceled, terminated or suspended, in whole or in part, and City may be declared ineligible for further contracts with FNT Ltd..

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

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

25. **NOTICES**

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

CITY OF ROSWELL
Attn: Chad Cole
City Manager
P.O. 1838, Roswell, NM 88202-1838

FNT Ltd.
Attn: Connie Harrell-Stone
Property Manager
400 N. Penn Ave., Suite 1350
Roswell, NM 88201

26. **COUNTERPARTS**

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

27. **ENTIRE AGREEMENT, MODIFICATION**

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

28. **SEVERABILITY**

11/14/24

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

29. **NON-WAIVER.**

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

30. **RIGHTS CUMULATIVE**

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

31. **BINDING EFFECT**

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

32. **NO ASSIGNMENT**

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

33. **AUTHORITY**

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

34. **HEADINGS.**

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

35. **NO ADDITIONAL REPRESENTATIONS**

a. City expressly acknowledges that in entering into this Agreement, it does not rely on any statement, representation, or warranty other than those expressly set out in this Agreement.

11/14/24

b. City expressly acknowledges that it has been advised to seek its own separate legal counsel for advice with respect to this Agreement, and has had sufficient opportunity to do so. The Parties further agree that interpretation of this Agreement shall be made without regard to authorship or negotiation.

[SIGNATURES FOLLOW ON NEXT PAGE]

11/4/24

IN WITNESS WHEREOF, City and FNT Ltd. have caused this Agreement to be executed by their duly authorized officers on this 4 day of November 2024, the Effective Date hereof.

"City"
CITY OF ROSWELL

By: Timothy Z. Jennings
Mayor

"FNT Ltd."
First National Tower, Ltd.

By: Connie Harrell-Stone
Property Manager

CITY SEAL

Amalia Martinez, City Clerk

Approved as to form:

Christopher J. Nairn-Mahan,
Deputy City Attorney

11/14/24

EXHIBIT A: INSURANCE

1. **MINIMUM SCOPE OF INSURANCE**

a. City shall procure and maintain for the duration of the contract the following minimum insurance against claims for injuries to persons or damages to property which may arise from or in connection with the lease of 400 Penn Plaza by City, its agents, representatives, employees or subcontractors (check all that apply):

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

☐ II. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if City 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's profession, with limit no less than **$1,000,000.00** per occurrence or claim, **$2,000,000.00** aggregate.

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

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

2. **ADDITIONAL INSURED STATUS**

11/4/24

The City, its council members, officials, officers, employees, agents, and volunteers are to be covered as additional insured on the CGL policy with respect to liability arising out of the lease of 400 Penn Plaza by City, including materials, parts or equipment furnished in connection with the lease. General Liability coverage can be provided in the form of an endorsement to City's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, or CG 20 38; and CG 20 37 form is later revisions used).

3. **PRIMARY COVERAGE**

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

4. **NOTICE OF CANCELLATION**

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

5. **WAIVER OF SUBROGATION**

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

6. **SELF INSURED RETENTIONS**

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

7. **ACCEPTABILITY OF INSURERS**

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

8. **CLAIMS MADE POLICIES**

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

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

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

iii. If coverage is canceled or not renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, City must purchase "extended reporting" coverage for a minimum of five years after completion of occupancy.

9. **VERIFICATION OF COVERAGE**

City shall furnish FNT Ltd. 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 FNT Ltd. before the occupancy commences. Failure to obtain the required documents prior to occupancy, however, shall not waive City's obligations to provide them. FNT Ltd. 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**

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

11/14/24

ROSWELL

CITY OF ROSWELL, NEW MEXICO
LEGAL DEPARTMENT
PO Box 1838, Roswell, NM 88202
(575) 624-6700

Contact Hessel Yntema
Telephone Number: (575) 637-6220
Email Address: h.yntema@roswell-nm.gov

LEASE AGREEMENT-WELLS FARGO VAULT

Agreement Renewal No: Extension

Agreement Term: Jan. 25, 2024 – Jan. 24, 2025

Renewal Term: Sept. 4, 2025 – Sept. 30, 2025

Facility Leaseor: FNT Ltd.
Attn: Connie Harrell-Stone
Property Manager
400 N. Penn Ave. Ste. 1350
Roswell, NM 88201

Extension-Lease Agreement Wells Fargo Vault

This Agreement Renewal is to be attached to the respective Name Agreement and become a part thereof. The existing agreement initially commenced on January 25, 2024 and set to expire on January 24, 2025. In accordance with the Agreement provisions and by mutual agreement of all parties, the Parties desire to extend this Agreement for an additional term of one (1) month until September 30, 2025, All provisions of the Agreement shall remain in full force and effect, including previous amendments which shall remain unchanged by this Agreement Renewal.

IN WITNESS WHEREOF, the Parties have caused this Agreement Renewal to be executed by their duly authorized officers on this ___ day of _____. 2025, the Effective Date hereof.

Chad Cole, City Manager 8/29/25 Date

Connie Harrel-Stone, Property Mgr. 9/29/25 Date

City Seal

Approved as to form:

Attest:

Amalia Martinez, City Clerk Date

Hessel Yntema, City Attorney 8-28-25 Date

First Amendment to Lease Agreement
By and between
City of Roswell, New Mexico (Lessee)
And
First National Tower, Ltd. (Landlord)

WHEREAS, Landlord and Lessee entered into that certain Lease Agreement dated on October 25, 2024 concerning the premises located at 400 N. Pennsylvania Ave. Ste. 1350, Roswell, NM 88201 (the Premises);

WHEREAS, the City has been the appreciative benefactor of the philanthropy of First National Tower, Ltd. partners who graciously permitted the City of Roswell the use of said premises at a concessionary rental rate while the community recovers from the October 2024 flood that destroyed our museum and other city properties.

WHEREAS, the parties now desire to amend the Original Lease to confirm that all terms and conditions of the Original Lease shall remain in full force and effect until October 1, 2025; and further acknowledge and agree that the period from September 4, 2025, through September 30, 2025, shall be deemed included within the scope of the Original Lease and governed by its terms.

WHEREAS, the parties further desire to amend the Original Lease to reflect a change in the rent amount effective October 1, 2025

NOW, THEREFORE, it is hereby mutually agreed that the subject Lease Agreement shall be amended as follows:

2. Rent

Lessee, in consideration for this Amendment and the leasing of the leased premises, agrees to pay Landlord at the Office of Landlord, 400 N. Pennsylvania Avenue, Ste. 1350, Roswell, NM Operating Costs in the amount of Ten Thousand Eight Hundred Ninety-Seven ($10,897.00) per month.

4. TERM

The Term of this Amendment shall be and continue in full force and effect for a period of one (1) month, commencing on October 1, 2025 and ending October 31, 2025. Lessee shall have the right to two (2) Consecutive Options to renew Amended Term on a month-to-month basis, not to exceed a final termination date of December 31, 2025. Lessee shall give Landlord a minimum of 14 days prior written notice of its election to exercise said option.

All other Terms and Conditions of overlying Lease Agreement shall remain in full force and effect throughout said amended and extended terms.

[Signatures to follow on next page]

Accepted and agreed to this 29th day of September, 2025 by its duly authorized officers:

Lessee: City of Roswell, New Mexico

Chad Cole, City Manager

(City Seal)

Attest:

Amalia Martinez, City Clerk 9-29-25

Landlord: First National Tower, Ltd.

Connie L. Harrell-Stone, Property Manager

Approved as to Form

Christopher J. Nairn-Mahan, City Attorney

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 4.
Meeting Date: 11/13/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of a budget adjustment to recognize an award from the New Mexico Board of Finance Emergency Operating Fund Grant in the amount of $970,000.00, and authorization to issue a purchase order to 411 Equipment, LLC in the amount of $960,055.12 for the acquisition of two (2) Mini Rescue Pumpers equipped with NFPA-compliant equipment and Amkus Rescue Tool. (Corn/Chavez)

BACKGROUND:
Initiated by: Fire Chief Steve Chavez

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

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

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

- Revenue: 1101-444900 (State LegAp-Miscellaneous) -- $970,000.00
- Expense: 11014121-871506 (Capital Outlay - Vehicles) -- $970,000.00

This procurement will be made under CES Contract #2024-24-C115-ALL.

LEGAL REVIEW:
None at this time.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at its meeting on November 6, 2025, for placement on the Consent Agenda.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

411 Equipment, LLC Quote

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

October 30, 2025

City of Roswell
Fire Department
Steve Chavez
Fire Chief

Dear Chief Chavez,

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

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

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

Thank you for this opportunity,

Alexis Marquez

Alexis Marquez
411 Equipment
Sales Manager
505-242-1411

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 5.
Meeting Date: 11/13/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of a budget adjustment in the amount of $123,270 to fund the Paladin Drones software and equipment contract. (Corn/Bateman)

BACKGROUND:
Initiated by: Chief Lance Bateman

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

FINANCIAL CONSIDERATION
Financial Impact (Revenue & Expense): Budget Adjustment Needed. This adjustment will re-establish funding that should have been carried over from FY25 but was not included in the FY26 Police Department budget.

- Revenue: n/a
- Expense: 1101-4111-817505 (Capital Outlay - Equipment) - $30,000.0
- 1101-4111-663301 (Computer - Subscriptions/License) - $93,270.00

LEGAL REVIEW:
Legal Review not necessary.

BOARD AND COMMITTEE ACTION:
The Public Safety Committee voted 5--0 at its meeting on October 14, 2025, and recommended placing this item on the consent agenda. The Finance Committee recommended approval 5-0 at its meeting on November 6, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Paladin contract

PALADIN ORDER FORM

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

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

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

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

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

Initial Effective Date: **5/15/2025** Final Term End Date: 5/14/**2030** Pricing Package: **Premium DFR (VO Model)**	Billing Frequency: Annually Payment Terms: Net 30 days Price: See Exhibit A

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

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

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

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

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

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

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

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

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

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

FORTH IN THE TERMS & CONDITIONS.

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

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

(***Signature page follows***)

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

PALADIN DRONES INC.

By: Divyaditya Shrivastava

Name: Divy Shrivastava

Title: CEO

0CITY OF ROSWELL, NM

By:

Name: **Timothy Z. Jennings**

Title: **Mayor**

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

Approved as to Form

Christopher J. Nairn-Mahan, City Attorney

City of Roswell

Chad Cole, City Manager

Exhibit A PALADIN

QUOTE

[See attached.]

PALADIN

Roswell Police Dept, NM

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

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

josh.ny@paladindrones.io

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

Comments from Josh Nassau

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

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

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

Products & Services

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

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

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

Purchase terms

Questions? Contact me

Josh Nassau
josh.ny@paladindrones.io

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

Exhibit B

PALADIN Terms and Conditions

[See attached.]

PALADIN'S GENERAL TERMS & CONDITIONS

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

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

1. Definitions and Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Governing State" means the State of Delaware.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Access and Use.

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

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

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

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

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

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

elements, and any unauthorized use.

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

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

(2) Paladin reasonably determines that:

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

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

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

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

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

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

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

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

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

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

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

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

Paladin's training shall consist of: :

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

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

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

4. Fees and Payment.

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

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

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

5. Equipment Provided to Customer

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

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

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

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

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

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

6. Loss And Damage of Equipment

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

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

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

7. Confidential Information

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

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

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

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

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

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

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

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

8. Intellectual Property

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

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

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

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

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

9. Warranties & Disclaimers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. LIMITATION ON LIABILITY

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

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

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

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

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

11. Indemnification.

a. Paladin Indemnification.

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

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

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

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

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

c. Customer Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

iii. IF:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. **Watchtower Software License.**

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

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

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

29. **Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37.

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

Exhibit C

Additional Terms and Conditions

Regular City Council Meeting 6.
Meeting Date: 11/13/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval for the Roswell Police Department's request to allocate $26,000 from School Resource Officer reimbursement funds received from the Roswell Independent School District (RISD) to provide thirteen (13) non-union civilian employees, each with more than one (1) year of service, a one-time retention incentive of $2,000. (Corn/Bateman)

BACKGROUND:
Initiated by: Chief Lance Bateman

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

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

- Revenue: 1101-489116 (Misc - School Resource Officer) -- $100,000.00 (Revenue was Budgeted)
- Expense: 11014111-511110 (Full-Time Salary) -- $26,000.00 (Budget Adjustment Needed)

LEGAL REVIEW:
None at this time.

BOARD AND COMMITTEE ACTION:
The Public Safety Committee was presented with this item on 10/14/25, with a unanimous vote to send the item to the Finance Committee Meeting. The Finance Committee recommended approval by a 5-0 vote at its meeting on November 6, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Regular City Council Meeting 7.
Meeting Date: 11/13/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

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

BACKGROUND:
Initiated by: Chief Lance Bateman

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

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

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

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

FINANCIAL CONSIDERATION
Financial Impact (Revenue & Expense): Budgeted

- Revenue: 1101-444900 (State Legal-Miscellaneous) -- $301,568.97
- Expense: 11014111-817503 (Capital Outlay-Building/Improvements) -- $89,874.24

Current/Original Budget: $263,879.86

- Remaining Budget: $257,959.34
- Requested Amount: $89,874.24

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

BOARD AND COMMITTEE ACTION:
The Public Safety Committee voted 5--0 and recommended placing this item on the consent agenda. The Finance Committee recommended approval 5-0 at its meeting on November 6, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Award Recommendation Report
ITB 26-003 Bid Tabulation

Award Recommendation

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

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

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

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

Hubbard & Sons, Inc. submitted the lowest bid.

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

Sincerely,

Arely Peek,
Purchasing Agent

BID TABULATION

ITB No. ITB-26-003

SWAT Warehouse Renovation & Covered Parking Structure

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

VENDOR TOTALS

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

COVERED ROOF

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

City Council
71 of 276
Roswell, NM

WOOD WALLS

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

City Council
72 of 276
Roswell, NM

PAINT

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

FLOORING

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

GENERAL

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

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 8.
Meeting Date: 11/13/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

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

BACKGROUND:
Initiated by: Bobbi Thompson

The City of Roswell issued ITB-25-009 for the Rehabilitation of Taxiway C at the Roswell Air Center. The funding sources for this project are FAA Grant AIP 3-35-0035-053-2025 and NMDOT Grant 25-04. The project consists of milling the existing asphalt pavement, overlaying with new asphalt, applying pavement markings, and completing associated improvements in accordance with FAA specifications. The bid was publicly advertised for three consecutive weeks and made available through QuestCDN.

Two bids were received:

- Mountain States Constructors, Inc. (Albuquerque, NM) -- $726,997.60 (excluding GRT)
- Constructors, Inc. (Carlsbad, NM) -- $519,389.70 (excluding GRT)

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

FINANCIAL CONSIDERATION
Financial Impact (Revenue & Expense): Budgeted

- Revenue: 5100-441352 (Air Center - Federal Grants FFA)
- Expense: 51004334-817504 (Air Center - Capital Outlay Infrastructure)

Current/Original Budget: $26,162,585.77

- Remaining Budget: $13,622,750.95
- Requested Amount: $562,347.38

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

BOARD AND COMMITTEE ACTION:
The Legal Committee recommended this item by a vote of 5-0 at the October 26, 2025, meeting. The Finance Committee recommended approval 5-0 at its meeting on November 6, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

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

Lochner

BID TABULATION

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

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

Lochner

July 25, 2025

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

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

Dear Ms. Thompson:

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

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

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

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

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

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

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

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

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

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

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

Sincerely,
LOCHNER

Amy Martinez
Airport Design Engineer/Project Manager

Enclosures: Bid Tabulation
Grant Application Sheets

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Regular City Council Meeting 9.
Meeting Date: 11/13/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 25-53: Adoption of Resolution 25-53: approving a budget adjustment for the fiscal year ending June 30, 2026. (Corn/Gomez)

BACKGROUND:
Initiated by: Toni Gomez

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

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

The total impact of these adjustments is summarized below:

- Revenues $1,849,537.40
- Expenses $3,879,446.25

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

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at its meeting on November 6, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Resolution 25-53 Budget Adjustment - October 2025
Exhibit A - Budget Adjustment October 2025

RESOLUTION 25-53

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

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

WHEREAS, the City of Roswell desires to amend said budget for $1,849,537.40 in revenues and $3,879,446.25 in expenses, detailed in Exhibit A and summarized below:

- Various Funds: Revenues $1,849,537.40 and Expenses $3,879,446.25

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

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

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

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

DRAFT

City of Roswell
Budget Adjustment
November 2025

Fund	Department		Category (Revenue/Expense)	Description	Proposed Adjustment (+/-)
General	Animal Control	1101-444900	Revenue	NM Board of Veterinary Examiners Grant	13,800.00
General	Fire	1101-444900	Revenue	NM Board of Finance-Emergency Operating Fund Grant	970,000.00
General	Police	1101-444900	Revenue	NMDPS Lt Fred Beers III Honor Guard	12,070.27
General	Police	1101-444900	Revenue	West Second Street Buildings Grant 24-I2883	29,804.06
General	Public Affairs	1101-443400	Revenue	Keep Roswell Beautiful Grant	22,077.31
General	Parks	1101-444900	Revenue	All Inclusive Park Grant 23-H2931	200,000.00
General	Parks	1101-444900	Revenue	All Inclusive Park Grant 22-G2779	142,172.76
EMS	Ambulance EMS	2260-443550	Revenue	DOH Emergency Medical Services Fund Act	80,000.00
EMS	Fire EMS	2261-443500	Revenue	DOH Emergency Medical Services Fund Act	79,613.00
Water	Water	5301-444350	Revenue	Grant 23-H2393	300,000.00
					1,849,537.40
General	Animal Control	11014161-654814	Expenditure	NM Board of Veterinary Examiners Grant	13,800.00
General	Fire	11014121-817506	Expenditure	NM Board of Finance-Emergency Operating Fund Grant	970,000.00
General	Police	11014111-642904	Expenditure	NMDPS Lt Fred Beers III Honor Guard	12,070.27
General	Police	11014111-817503	Expenditure	West Second Street Buildings Grant 24-I2883	29,804.06
General	Police	11014111-663301	Expenditure	Paladin Drones (Did not carry over funds for PO)	93,270.00
General	Police	11014111-817505	Expenditure	Paladin Drones (Did not carry over funds for PO)	30,000.00
General	Police	11014111-511110	Expenditure	SRO Police Incentive Pay	26,000.00
General	Public Affairs	11014261-672827	Expenditure	Keep Roswell Beautiful Grant	22,077.31
General	Parks	11014231-817504	Expenditure	All Inclusive Park Grant 23-H2931	200,000.00
General	Parks	11014231-817504	Expenditure	All Inclusive Park Grant 22-G2779	142,172.76
EMS	Ambulance EMS	22604141-725605	Expenditure	DOH Emergency Medical Services Fund Act	80,000.00
EMS	Fire EMS	22614122-725601	Expenditure	DOH Emergency Medical Services Fund Act	79,613.00
Solid Waste	Solid Waste	52004341-817506	Expenditure	2 Side Loaders	920,158.00
Solid Waste	Solid Waste	52004341-817505	Expenditure	Roll Off Containers	149,200.00
Landfill	Landfill	52014342-614004	Expenditure	Rebuild John Deer Grader	61,032.00
Landfill	Landfill	52014342-817504	Expenditure	Replace HVAC	338,456.00
Water	Water	53004351-654805	Expenditure	Insurance Premium	561,658.64
Wastewater	Wastewater Treatment Plant	53014355-817503	Expenditure	DeWatering Project (Did not carry over funds for PO)	150,134.21
					3,879,446.25

Regular City Council Meeting 10.
Meeting Date: 11/13/2025
COMMITTEE: N/A
CONTACT: N/A **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Resolution 25-54: Weeds - The Resolution shall mandate the cleanup of approximately twenty-nine (29) 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 the 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 25-54 Weeds
ATT 2 Resolution 25-54 Weeds Exhibit

CITY OF ROSWELL
RESOLUTION 25-54

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 13th day of November 2025.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

208 E FRAZIER SSTARLITE Block 2 Lot 5 TATE, JAMES EDWARD 18015 8TH AVE NW SHORELINE, WA 98177	112 S KENTUCKY AVE WEST SIDE Block 44 Lot 7 RH TRUST 112 S KENTUCKY AVE ROSWELL, NM 88203
217 E BONNEY ST SOUTH MANOR Block 4 Lot 16 COLE, ALICIA 4631 E PECAN RD PHOENIX, AZ 85040	2704 S LARGO DR SOUTH PLAINS PARK Block 4 Lot 8 DE VANEY, TOMMY L 2204 SPRUCE NEEDLE RD SE RIO RANCHO, NM 87124
514 W JAFFA ST SOUTH PLAINS PARK 1 Block B Lot 7 W 0.5’ AND Lot 8 NAVARRO, JESUS 209 E PERMIAN HOBBS, NM 88240	2806 S EMERALD DR SOUTH PLAINS PARK REPLAT Block 3A Lot 11 ARELLANES, GUADALUPE 2806 EMERALD DR ROSWELL, NM 88203
403 E DEMING ST SOUTH ROSWELL Block 34 Lot 4 GRIFFIN, INEZ; C/O MOZELLA WRIGHT 9416 SIERRA CREEK DR ELK GROVE, CA 95624-6085	219 E CONNER ST KEITHS SOUTHSIDE 2 Block 4 Lot 27 MORENO, ALFONSO; MORENO, JOVITA 13110 PROSPECTOR RD VICTORVILLE, CA 92392
206 W DEMING ST SOUTH ROSWELL Block 42 Lot 7 FLORES, MITCHELL; FLORES, CANDELARIA 209 W DEMING ST ROSWELL, NM 88203	908 DAVIDSON DR FARM Block 2 Lot 24 ALLIANCE PROPERTY INVESTMENTS LLC 111 E WESTERN AVE AVONDALE, AZ 85323
306 E DEMING ST SOUTH ROSWELL Block 46 Lot 15, 17 CORDOVA, TERESA M; JOJOLA, STEPHANIE R; JOJOLA, DANIEL L 204 E MIDWEST ST HOBBS, NM 88240	2803 S LEA AVE SOUTH PLAINS PARK REPLAT Block 1A Lot 11 CONTRERAS, FRANCISCO PO BOX 6363 ROSWELL, NM 88202

119 S LINCOLN AVE MC CUNE Block 2 Lot 27 CONNELL, MARILYN SUE 119 S LINCOLN AVE ROSWELL, NM 88203	707 E DEMING ST BARNETTS Block 7 Lot 8 GARCIA, JOSEFINA 707 E DEMING ST ROSWELL, NM 88203
803 E DEMING BARNETTS Block 6 Lot 12 DONOVAN, JOSEPH PO BOX 236 NORTH BEND, OR 97459	901 E DEMING ST BARNETTS Block 5 Lot ALL BASINGER, ALICE J 714 GEORGIA RD ROSWELL, NM 88203
1418 STANTON AVE SOUTH HIGHLANDS REDIVISION Block 28B Lot 10 ROBERT S GARCIA & MARIA H B GARCIA REVOCABLE LIVING TRUST; ROBERT & MARIA GARCIA AS TRUSTESS 16835 W HILTON AVE GOODYEAR, AZ 85338	706 E DEMING ST BARNETTS Block 10 Lot 7 WESSON, EDDIE MAE; SPENCER, GERALDINE 2344 W 29TH PL LOS ANGELES, CA 90018
209 N RAILROAD AVE LEA Lot 94 AND Lot 95 Quarter SW S 33 T 10S R 24E BLUE SKY PROPERTY HOLDINGS, LLC 1758 DEWEY ST SAN MATEO, CA 94403	405 E 3RD ST LEA Lot 47 AND Lot 48 AND Lot 49 W 49’ Quarter SW S 33 T 10S R 24E BS INTERNATIONAL LLC; 405 E 3RD ST ROSWELL, NM 88201
212 PEAR ST BELLE PLAIN Lot 30 E 65' W 86.5' S 140' N 145' Quarter SE S 33 T 10S R 24E MELSON, INEZ ET AL; STRICKLAND, INEZ 12091 CENTRAL AVE SE UNIT 229 ALBUQUERQUE, NM 87123-3982	303 E 6TH ST BELLE PLAIN Lot 61 E 50' W 100' S 33 T 10S R 24E LU, STEPHANIE 1606 S MORRIS ST PECOS, TX 79772
307 E 6TH ST BELLE PLAIN Lot 61 W 50’ E 114’ Quarter SW S 33 T 10S R 24E DOC# 202206631 TAX DEED HUERTA GAYOSSO, JOSE E 192 SW 2ND AVE ONTARIO, OR 97914	313 E 6TH ST BELLE PLAIN Lot 62 E 50' W 86' Quarter SW S 33 T 10S R 24E LOPEZ, ABELINO PO BOX 88 EDGEWOOD, NM 87015

319 E 6TH ST BELLE PLAIN Lot 62 E 78' Quarter SW S 33 T 10S R 24E VELEZ, SALVADOR GONZALEZ 6319 W ROOSEVELT ST PHOENIX, AZ 85043	324 E 8TH ST BELLE PLAIN Lot 48 W 50' Quarter SW S 33 T 10S R 24E LOPEZ, ELDEN I 4912 W OCTAVE ST PASCO, WA 99301
204 STANTON AVE MC CUNE Block 5 Lot 3 AGUILAR, JOSE 343 E POE ST ROSWELL, NM 88203	APROX. 1619 S MULBERRY AVE MAYES Block 7 Lot 15 HELMSTETLER, DOROTHY 1617 S MULBERRY AVE ROSWELL, NM 88203
1221 S ELM AVE HENDERSONS Lot 15 BURCIAGA, ANTONIO SALAS 415 N 20TH AVE PHOENIX, AZ 85009	

Regular City Council Meeting 11.
Meeting Date: 11/13/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Resolution 25-55: Condemnations - adoption of Resolution 25-55 the Resolution shall require the removal or demolition of two (2) 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:
This item went before Public Safety Committee meeting on October 14, 2025 and passed (3-0). Then sent to Legal Committee which recommended (5-0) approval at their meeting on October 23, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

ATT 1 Resolution 25-55 Condemnations
ATT 2 Resolution 25-55 Condemnations

CITY OF ROSWELL
RESOLUTION 25-55

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 13th day of November 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

Location	Condition	Name
1005 E MC GAFFEY ST S 4 T 11S R 24E SE4SE4 N 180' S 210' W 100' E 420' DOC# 202503998 REC	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	RODRIGUEZ, MANUEL 6588 OLD DEXTER HWY DEXTER, NM 88230
510 E ALBUQUERQE ST SOUTH ROSWELL Block 32 Lot 9 DOC# 202506049 WD	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	ZAVALA, ELISEO R 415 E JEFFERSON ST ROSWELL, NM 88203

1005 E MC GAFFEY ST





510 E ALBUQUERQE ST





Regular City Council Meeting 12.
Meeting Date: 11/13/2025
COMMITTEE: N/A **CONTACT:** Amalia Martinez
CHAIR: Juliana Halvorson

Summary:
Approval of the minutes from the Regular City Council meeting on October 9, 2025. (Halvorson/Martinez)

Attachments

DRAFT CC Minutes October 9, 2025

Regular Meeting of the Roswell City Council
Held in Commission Chambers
Chaves County Administrative Center
Thursday, October 9, 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 25-28.

The meeting convened at 6:01 pm with Mayor Jennings presiding.

ROLL CALL:	Darrell Johnson	Present
	Juan Oropesa	Present
	Angela Moore	Present
	Will Cavin	**Absent**
	Robert Corn	Present
	Christopher Cortez	Present
	Ed Heldenbrand	Present
	Carlos Marrujo, Jr.	Present
	Cristina Arnold	Present
	Juliana Halvorson	Present, via phone

Councilor Oropesa 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 October 9, 2025, Regular City Council Meeting.

Councilor Heldenbrand made a motion to approve the agenda for October 9, 2025, with the following change:

- Move Item # 26 to be heard before Item #18.

Councilor Corn was the second.

ROLL CALL VOTE:	Darrell Johnson	Yes
	Juan Oropesa	Yes
	Angela Moore	Yes
	Robert Corn	Yes
	Christopher Cortez	Yes
	Ed Heldenbrand	Yes
	Carlos Marrujo, Jr.	Yes
	Cristina Arnold	Yes
	Juliana Halvorson	Yes, via GoTo

Motion passed 9-0 with Councilor Halvorson voting via GoTo.

DRAFT

2. Approval of consent agenda - approve the consent agenda for the October 9, 2025, Regular City Council Meeting, with the following change.

Councilor Heldenbrand made a motion to approve the consent agenda for October 9, 2025. Councilor Moore was the second. Councilor Cortez motioned the following change:

- Move Item # 16 to be heard before Item # 28.

ROLL CALL VOTE:	Darrell Johnson	Yes
	Juan Oropesa	Yes
	Angela Moore	Yes
	Robert Corn	Yes
	Christopher Cortez	Yes
	Ed Heldenbrand	Yes
	Carlos Marrujo, Jr.	Yes
	Cristina Arnold	Yes
	Juliana Halvorson	Yes, via GoTo

Motion passed 9-0 with Councilor Halvorson voting via GoTo.

CONSENT ITEMS *(items 3-17 will be approved at the time of the approval of the consent agenda)*

3. Ordinance 25-06: authorize to advertise for a public hearing to consider adopting proposed Ordinance 25-06: An Ordinance Amending Chapter 11 of the Roswell City Code Regarding Flood Damage Protection.

4. Approve a budget adjustment and purchase order increase in the amount of $20,970 for the conservation of stone and metal collection items by The Conservation Center.

5. Approve a budget adjustment for Capital Projects that were approved for the Fiscal Year 2026 in a total amount of $399,488 to the Landfill and $1,069,358 to Collections, totaling $1,468,846.

6. OSHA 24-29 Settlement

Resolution(s)

7. Resolution 25-48 Weeds - The Resolution shall mandate the cleanup of approximately forty-three (43) separate properties within the City.

8. Resolution 25-49 Condemnations - adoption of Resolution 25-49: the Resolution shall require the removal or demolition of one (1) dilapidated structure.

9. Resolution 25-50: Adoption of Resolution 25-50: approving the presentation of the budget to the city council.

DRAFT

10. Resolution 25-51: Adoption of Resolution 25-51: Participation in the Transportation Project Fund Program administered by the New Mexico Department of Transportation for pavement maintenance and re-striping of Second Street from Sunset Road to the east City limits.

11. Resolution 25-52: Adoption of Resolution 25-52 approving a budget adjustment for the fiscal year ending June 30, 2026.

ROW Leases

12. Approve for Bravo-3 Holdings, LLC to enter into a 5-year lease beginning August 1, 2025, and ending July 31, 2030, for Bunker No. 1143 at the Roswell Air Center.

13. Approval for FEMA to enter into a 1-year lease beginning August 10, 2025, and ending July 31, 2026, for Building 611, at the Roswell Air Center.

14. Approval for Cavu, Aerospace, Inc. to enter into a 10-year lease beginning October 1, 2025, and ending September 30, 2035, for Hangar No. 84 at the Roswell Air Center.

Bids, RFP's and Agreements

15. ITB-25-012 approval to award to Acushnet Company and BSN Sports, LLC, for golf merchandise as a multi-source.

Minutes

17. Approval of the minutes from the Regular City Council meeting on September 11, 2025.

NON-ACTIONS ITEMS (Information Items)

26. Approval for New Mexico Historical Air Museum to enter into a 3-year lease beginning October 1, 2025, and ending September 30, 2028, for AOA Land Parcel at the Roswell Air Center.

BACKGROUND: New Mexico Historical Air Museum requests to enter into a 3-year lease for AOA Land Parcel consisting of 166,037 square feet, more or less, located at the Roswell Air Center, commencing on October 1, 2025, and ending September 30, 2028. Dick Minzner presented this item via GoTo.

MOTION: Councilor Heldenbrand made a motion to approve the New Mexico Historical Air Museum to enter into a three-year lease beginning on October 1, 2025, and ending September 30, 2028. Councilor Johnson was the second.

ROLL CALL VOTE:	Darrell Johnson	Yes
	Juan Oropesa	Yes
	Angela Moore	Yes
	Robert Corn	Yes
	Christopher Cortez	Yes

DRAFT

Ed Heldenbrand	Yes
Carlos Marrujo, Jr.	Yes
Cristina Arnold	Yes
Juliana Halvorson	Yes, via phone

Motion passed 9-0 with Councilor Halvorson voting via GoTo.

18. Airport Updates (Bobbi Thompson)

19. Airport Advisory Commission Updates (Bud Kunkel)

20. Avflight Roswell Hangar Development Proposal (Garrett D. Hain)

21. TCS Community Solar Project in Roswell: Local Savings and Benefits (Ben Thomas, Owner, and Brad Tito, Director of Community Energy, PowerMarket)

22. Employee Out-of-State Travel (Amalia Martinez)

Public Participation on Agenda Items and Non-Agenda Items

Laurie Rufe - A longtime Roswell resident with 40 years of museum experience—including 24 years as assistant director and director of the Roswell Museum—addressed the mayor and city council about the future of the Roswell Museum, which was heavily impacted by flooding. She emphasized the museum's historic importance as a community and cultural cornerstone, economic driver, and source of civic pride.

Ms. Rufe noted that while rebuilding the museum on the New Mexico Military Institute campus is being considered, the decision process lacks transparency and community input. She urged the city to form a planning task force composed of local government representatives, museum professionals, trustees, architects, planners, engineers, and advocates to collaboratively reimagine the museum's future.

Sarah McArthur - A local artist speaking on behalf of a group of friends emphasized that the recent challenges facing the Roswell Museum present a major opportunity for growth and renewal. Though they haven't formally organized, the group believes the community should "think big" about the museum's future—envisioning an expanded cultural hub that could include art exhibits, a planetarium, and more educational programs. They expressed optimism that funding will come and urged city leaders to create something inspiring that would encourage young people to stay in the community.

PUBLIC HEARING(S)

23. Hold a public hearing and vote on whether to uphold the condemnation under Resolution 25-46 of property located at 603 W. Van Buren, Myers Rediv Block 1 Lot 11.

DRAFT

BACKGROUND: On September 11, 2025, the City Council adopted Resolution 25-46, which deems certain structures to be in a state of disrepair to constitute a dangerous building under Roswell City Code Sec. 16-2. Under that section, an owner may appeal that decision to the City Council, which should provide a hearing to hear evidence as to whether to uphold or rescind the Resolution. If upheld, future costs to the City would be in the form of the cost of removing the structure, which would be placed as a lien on the property.

MOTION: Councilor Heldenbrand made a motion to hold a public hearing and vote on whether to uphold the condemnation under Resolution 25-46 of property located at 603 W. Van Buren. Councilor Cortez was the second.

Before the start of the public hearing, City Clerk Amalia Martinez administered the oath to all individuals wishing to speak, swearing them in to provide truthful testimony.

Toby Franco presented the history of ongoing code and condemnation issues for the property at 603 West Fury, which has been under enforcement action for about 10 years. The property was first condemned in November 2015, after which the owner obtained a building permit to bring it up to code, but never scheduled inspections or completed the work. In 2016, a roofing permit was pulled, and while a roof appears to have been installed, no final inspection was done. The property was condemned again in 2019; the owner pulled another permit in January 2020, but again failed to follow through. A third condemnation was issued in March 2022, with yet another permit granted, also without progress or inspections. The most recent condemnation occurred in July 2025, which the owner is now contesting. The official noted that the city denied a new permit because state law requires a licensed contractor if the owner does not reside on the property. The owner refused and insisted she could do the work herself. When inspected recently, the back door was open, the building inspector entered and took photos showing poor conditions, and debris was found behind the property on city-owned land, preventing mowing and maintenance.

Cecelia Goetz expressed frustration with how she has been treated by city staff, stating that every visit to the building office was unpleasant and disrespectful. She said she had been actively repairing the property, with photos and receipts to prove the work completed inside the house. She denied responsibility for the pile of debris mentioned earlier, claiming it came from a neighbor across the alley, and said another neighbor witnessed that person dumping materials there. Ms. Goetz argued that the house is now cleaned, repaired, and safe, and that there is no reason to condemn it. She suggested that the property could serve a community purpose—either as a studio for her art or as a meeting place for a local ham radio organization, which lost its previous location in a flood. She described her past involvement in the New Mexico Arts Association and efforts to preserve art programs in schools, adding that she once managed an educational TV program for children. She proposed that her property's layout (a small house with an adjacent lot) would make it suitable for ham radio use, including space for antennas and parking.

MOTION: Councilor Moore made a motion to uphold the condemnation under Resolution 25-46 of the property located at 603 W. Van Buren, Myers Rediv Block 1 Lot 11. Councilor Arnold was the second.

ROLL CALL VOTE: Darrell Johnson Yes

DRAFT

	Juan Oropesa	Yes
	Angela Moore	Yes
	Robert Corn	Yes
	Christopher Cortez	Yes
	Ed Heldenbrand	Yes
	Carlos Marrujo, Jr.	Yes
	Cristina Arnold	Yes
	Juliana Halvorson	Yes, via phone

Motion passed 9-0.

Those in Favor: Cecelia Goetz
Those opposed: none

Closed Session

24. Closed Session - Hold a closed session pursuant to NMSA 1978 § 10-15-1H (5) and (7), to discuss attorney-client privilege pertaining to threatened or pending litigation in which the City of Roswell is or may become a participant, pertaining to union negotiations.

MOTION TO GO INTO CLOSED SESSION: Councilor Heldenbrand moved that Council go into closed session, pursuant to NMSA 1978 § 10-15-1H (5) and (7), to discuss attorney-client privilege pertaining to threatened or pending litigation in which the City of Roswell is or may become a participant, pertaining to union negotiations. Voice vote was unanimous.

For The Record: Council went into closed session at 8:46 p.m.
For The Record: Council came back into open session at 9:11 pm. No action was taken, and no votes were made.

NEW BUSINESS / REGULAR ITEMS

16. Approval to enter into a professional services contract with True Business Solutions to provide internal audit services for the City of Roswell. Toni Gomez presented this item.

BACKGROUND: The City of Roswell is seeking to engage a qualified firm to perform internal auditing services to strengthen internal controls, enhance compliance, and support transparency in municipal operations. Funding for these services is available in the adopted FY26 budget under the Finance Department's professional services line item 11014041 654801. The proposed contract amount shall not exceed $58,500 plus applicable sales tax, and the agreement may be structured as a one-year term with an option to renew, subject to available funding and performance review.

MOTION: Councilor Corn made a motion to approve to enter into a professional services contract with True Business Solutions to provide internal audit services for the City of Roswell. Councilor Marrujo was the second.

ROLL CALL VOTE:	Darrell Johnson	Yes

DRAFT

	Juan Oropesa	Yes
	Angela Moore	Yes
	Robert Corn	Yes
	Christopher Cortez	No
	Ed Heldenbrand	Yes
	Carlos Marrujo, Jr.	Yes
	Cristina Arnold	No
	Juliana Halvorson	Yes, via phone

Motion passed 7-2.

25. Approve a budget adjustment up to $127,934.00, inclusive of a lease extension for the current location for $21,794; repairs, maintenance, and utilities estimated at $45,000; and approval of a purchase order for $61,140 for the lease of the Air Center property for collections, storage, and staff.

BACKGROUND: The museum collection that remained in Roswell was displaced following the October 2024 flood. Property was acquired on a monthly lease with a waived fee for the past 11 months to accommodate the museum as part of a philanthropic contribution to the recovery efforts. Due to business needs, the property is no longer available with a fee waiver, and the required rent is cost-prohibitive to stay, requiring a new location. This request is to cover a two-month extension at the current location in the amount of $21,794 (a reduced rate) and $61,140 for a 12-month lease of an air center property from December 1, 2025 through November 30, 2026 ($5,095/month at $7.50/sq. ft.) and to be considered for continuation on an annual basis as needed. The new property lease is for the property as is, and utilities, repairs, and maintenance would fall under the department's responsibilities. Estimated expenses of $45,000 would cover central alarm, HVAC repairs and duct cleaning; lightbulb replacement; sprinkler system and fire alarm maintenance and repairs; fire extinguisher, pest control, and cleaning services; general maintenance; and utilities. Existing property rent of $10,897 per month for 2 months (calculated at $12 per square foot per year x 10,897 square feet) = $21,794. Air Center property rent of $5,095 per month, calculated at $7.50 per square foot x 8,152 square feet for 12 months = $61,140. The lease fees ($82,934) may be reimbursable by the fine art insurance; an inquiry has been submitted to the claims adjuster. Funding Source: an increase to expense line 26114221 655001 in the amount of $82,934 and 26114221 614002 for repairs and maintenance in the amount of $45,000.

MOTION: Councilor Corn made a motion to approve a budget adjustment of $127,934.00, which includes repairs, maintenance, and utilities for the lease of the Air Center property. Councilor Johnson was the second.

ROLL CALL VOTE:	Darrell Johnson	Yes
	Juan Oropesa	Yes
	Angela Moore	Yes
	Robert Corn	Yes
	Christopher Cortez	Yes
	Ed Heldenbrand	Yes
	Carlos Marrujo, Jr.	Yes
	Cristina Arnold	Yes

DRAFT

	Juliana Halvorson	Yes, via phone

Motion passed 9-0.

27. Approval of the Scope of Work for RFP: Air Service Development for the Roswell Air Center. Bobbi Thompson presented the item.

BACKGROUND: The City of Roswell seeks to solicit proposals from qualified commercial airlines to provide scheduled passenger air service at the Roswell Air Center. This RFP is intended to secure reliable, sustainable, and cost-effective air service that meets the needs of Roswell residents, businesses, and visitors, while also supporting economic development in the region. The Scope of Work requires the selected Air Service Provider to: Offer aircraft with 50 to 100 passenger seat capacity. Provide at least 14 round-trips per week with daily service. Submit proposals that include a codeshare agreement with United Airlines covering both the ROW–DEN and DEN–ROW markets. Proposals must specify whether the codeshare applies to connecting flights only, local service only, or both. If no codeshare agreement is offered, the provider must present a reasonable plan for accommodating self-connecting passengers. Be willing to add capacity during the National Air Races. Funding will be provided through the previously awarded Small Community Air Service Development Program (SCASDP) federal grant to the Roswell Air Center. Additional funding is available through the State of New Mexico Rural Air Service Enhancement Grant Program (RASEGP), administered by the New Mexico Aviation Division

MOTION: Councilor Heldenbrand made a motion to approve the Scope of Work for RFP: Air Service Development for the Roswell Air Center. Councilor Moore was the second.

AMENDED MOTION: Councilor Corn made a motion to send this item to the Legal Committee. Councilor Johnson was the second.

ROLL CALL VOTE:	Darrell Johnson	Yes
	Juan Oropesa	Yes
	Angela Moore	No
	Robert Corn	Yes
	Christopher Cortez	Yes
	Ed Heldenbrand	Yes
	Carlos Marrujo, Jr.	Yes
	Cristina Arnold	Yes
	Juliana Halvorson	Yes, via phone

Motion passed 8-1.

28. Approval of the Scope of Work for RFP: Security Hold Room Facility at the Roswell Air Center. Bobbi Thompson presented this item.

BACKGROUND: The City of Roswell seeks to solicit proposals from qualified contractors to design and construct a security hold room facility at the Roswell Air Center (ROW). The facility will support current and future commercial airline operations by providing TSA-compliant, ADA-accessible secure passenger holding space. The Scope of Work requires the selected vendor to design and construct a turnkey security hold room facility that includes: Seating for 120 passengers

DRAFT

Two unisex restrooms with ADA-compliant stalls. Podium-style counter for airline gate operations TSA-approved secure entry and emergency exit doors. CCTV security system fully integrated with the airport's system. Connection to the existing terminal secure areas in compliance with TSA and FAA requirements. The project will ensure the Air Center remains compliant with federal security requirements while expanding passenger service capacity. Funding is anticipated through available federal and state aviation grant programs.

MOTION: Councilor Heldenbrand made a motion to approve the Scope of Work for RFP: Security Hold Room Facility at the Roswell Air Center. Councilor Oropesa was the second.

After much discussion, Councilor Heldenbrand removed his motion.

AMENDED MOTION: Councilor Corn made a motion to move this item to the Infrastructure Committee. Councilor Arnold was the second.

AMENDED MOTION ROLL CALL VOTE:

Darrell Johnson	Yes
Juan Oropesa	Yes
Angela Moore	No
Robert Corn	Yes
Christopher Cortez	Yes
Ed Heldenbrand	Yes
Carlos Marrujo, Jr.	Yes
Cristina Arnold	Yes

FOR THE RECORD: Councilor Halvorson left the meeting at 10:00 MST.

Motion passed 7-1.

29. Approve ratification of PO #22600879 to Desert West Enterprises in the amount of $171,992.72 for paving the entry drop-off and walkway to the National Champion Air Races. Mac Rogers presented this item.

BACKGROUND: This request is for ratification of PO #22600879 to Desert West Enterprises in the amount of $171,992.72 for paving the entry drop off and walkway with Micro surfacing to the National Champion Air Races. Construction of the walkway was procured through Eddy County RFP # 24-02, and the purchase was funded through the State Tourism Grant. This provided the main entry walkway with ADA access and a vehicle drop-off area, as required by the City of Roswell's agreement with RARA, approved on February 13, 2025. Funding is anticipated through State Tourism Grant 510034334-817508.

MOTION: Councilor Corn made a motion to ratify PO #22600879 to Desert West Enterprises in the amount of $171,992.72. Councilor Marrujo was the second.

FOR THE RECORD: After much discussion, Councilor Oropesa called for the question.

DRAFT

ROLL CALL VOTE ON THE QUESTION:

	Darrell Johnson	Yes
	Juan Oropesa	Yes
	Angela Moore	Yes
	Robert Corn	Yes
	Christopher Cortez	Yes
	Ed Heldenbrand	Yes
	Carlos Marrujo, Jr.	Yes
	Cristina Arnold	Yes

Motion passed 8-0.

ROLL CALL VOTE:	Darrell Johnson	Yes
	Juan Oropesa	Yes
	Angela Moore	Yes
	Robert Corn	No
	Christopher Cortez	Yes
	Ed Heldenbrand	Yes
	Carlos Marrujo, Jr.	Yes
	Cristina Arnold	No

Motion passed 6-2.

30. Approve ratification of PO #22600829 to J&G Electric in the amount of $252,442.57 for electrical equipment to provide power for the Grandstands at the National Champion Air Races. Mac Roger presented this item.

BACKGROUND: This request is a ratification of PO #22600829 to J&G Electric in the amount of $252,442.57 for electrical equipment to provide power for the Grandstands at the National Champion Air Races. The equipment was procured through State Price Agreement 40-00000-24-00074, and the purchase was funded through the State Tourism Grant. Xcel was able to extend primary power from another location within the airfield to the event site, and power to the Grandstands was required for the event per the City of Roswell agreement with RARA, approved on February 13th, 2025. Funding is anticipated through State Tourism Grant 510034334-817504

MOTION: Councilor Corn made a motion to approve ratification of PO #22600829 to J&G Electric in the amount of $252,442.57. Councilor Moore was the second.

ROLL CALL VOTE:	Darrell Johnson	Yes
	Juan Oropesa	Yes
	Angela Moore	Yes
	Robert Corn	No
	Christopher Cortez	Yes
	Ed Heldenbrand	No
	Carlos Marrujo, Jr.	Yes

DRAFT

	Cristina Arnold	No

Motion passed 5-3.

31. Approve ratification of PO #22601020 to J&G Electric in the amount of $77,321.86 for boring services to provide primary power for the Grandstands at the National Championship Air Races. Mac Rogers presented this item.

BACKGROUND: This request is a ratification of PO #22601020 to J&G Electric in the amount of $77,321.86 for boring services to provide primary power for the grandstands at the National Championship Air Races. The boring was procured through State Price Agreement 40-00000-24-00074, and the purchase was funded through the State Tourism Grant. The primary power service was provided by Xcel and allows for expanded service over time. Power to the grandstands was required for the event per the City of Roswell agreement with RARA, approved on February 13th, 2025. Funding is anticipated through State Tourism Grant 10034334-817504.

MOTION: Councilor Corn made a motion to approve ratification of PO #22601020 to J&G Electric in the amount of $77,321.86. Councilor Johnson was the second.

ROLL CALL VOTE:	Darrell Johnson	Yes
	Juan Oropesa	Yes
	Angela Moore	Yes
	Robert Corn	No
	Christopher Cortez	Yes
	Ed Heldenbrand	No
	Carlos Marrujo, Jr.	No
	Cristina Arnold	Yes

Motion passed 5-3.

CITY MANAGER REPORTS/ANNOUNCEMENTS (Information Only)

Chad Cole thanked the mayor and council for ratifying purchase orders (POs) that allowed vendors for the air races project to be paid. He reported that 47 acres were paved with new driveways and infrastructure under FAA guidance and approval. He updated the council on several key issues:

Emergency Management:

- The county has hired its own emergency manager and will end cost-sharing with the city in FY27.
- The city will need to budget for its own emergency management costs going forward.

Financial Audits:

- The FY24 audit remains incomplete, which affects the city's bond rating and eligibility for grants.
- Weekly meetings are ongoing with former auditor Chris Gardner to finalize and transfer necessary workpapers to the new auditor, Audrey Jaramillo.

Financial Software Upgrade:

DRAFT

- The city is replacing the problematic Tyler accounting system with NetSuite.
- Staff are currently aligning the chart of accounts and integrating OpenGov budgeting software to ensure consistency.

Community Development Office Move:

- Due to repeated mechanical and safety issues (HVAC failures, elevator malfunctions, and fires), the department will move to the old Central 21 building on Kentucky Avenue.
- The move will take place on October 21–22, during which the office will be closed for relocation and IT setup.

Finally, the mayor noted a fatal traffic accident at McGaffey and Union about 90 minutes earlier, advising people to avoid the area.

ADJOURNMENT

Meeting adjourned at 10:50 p.m.

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

(City Seal)

_____
Timothy Z. Jennings, Mayor

_____
Amalia Martinez, City Clerk

DRAFT

Regular City Council Meeting
Meeting Date: 11/13/2025
COMMITTEE: N/A
CONTACT: Amalia Martinez
CHAIR: Juliana Halvorson

Summary:
Approval of the minutes from the Special City Council meeting on October 13, 2025.
(Halvorson/Martinez)

Attachments

DRAFT Special CC Minutes October 13, 2025

Special Meeting of the Roswell City Council
Held at City Hall, Large Conference Room
425 N. Richardson Ave.
Roswell, NM 88201
Thursday, October 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 25-28.

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

ROLL CALL:	Juan Oropesa	Present
	Robert Corn	Present
	Carlos Marrujo, Jr.	Present
	Cristina Arnold	Present
	Will Cavin	Absent
	Darrell Johnson	Present
	Angela Moore	Present
	Christopher Cortez	Present
	Ed Heldenbrand	Present
	Juliana Halvorson	Present

FOR THE RECORD: Councilor Cavin joined via phone at 6:03 pm.

APPROVAL OF THE AGENDA

Councilor made a motion to approve the agenda for the October 13, 2025, Special City Council agenda. Councilor Marrujo was the second.

ROLL CALL VOTE:	Juan Oropesa	Yes
	Robert Corn	Yes
	Carlos Marrujo, Jr.	Yes
	Cristina Arnold	Yes
	Will Cavin	Yes, via phone
	Darrell Johnson	Yes
	Angela Moore	Yes
	Christopher Cortez	Yes
	Ed Heldenbrand	Yes
	Juliana Halvorson	Yes

Motion passed 10-0.

PUBLIC PARTICIPATION ON AGENDA ITEMS
None

REGULAR ITEMS

DRAFT

1. Approval of the Scope of Work for RFP: Air Service Development for the Roswell Air Center. Bobbi Thompson presented this item.

BACKGROUND: The City of Roswell seeks to solicit proposals from qualified commercial airlines to provide scheduled passenger air service at the Roswell Air Center. This RFP aims to secure reliable, sustainable, and cost-effective air service that meets the needs of Roswell residents, businesses, and visitors, while also supporting regional economic development.

The Scope of Work requires the selected Air Service Provider to:

- Offer aircraft with 50 to 100 passenger seat capacity.
- Provide at least 14 round-trips per week with daily service.
- Submit proposals that include a codeshare agreement with United Airlines covering both the ROW--DEN and DEN—ROW markets. Proposals must specify whether the codeshare applies to connecting flights only, local service only, or both. If no codeshare agreement is offered, the provider must present a reasonable plan for accommodating self-connecting passengers.
- Be willing to add capacity during the National Air Races.

Funding will be provided through the previously awarded Small Community Air Service Development Program (SCASDP) federal grant to the Roswell Air Center. Additional funding is available through the State of New Mexico Rural Air Service Enhancement Grant Program (RASEGP), administered by the New Mexico Aviation Division

MOTION: Councilor Heldenbrand made a motion to approve the Scope of Work for RFP: Air Service Development for the Roswell Air Center. Councilor Moore was the second.

ROLL CALL VOTE:	Juan Oropesa	Yes
	Robert Corn	Yes
	Carlos Marrujo, Jr.	Yes
	Cristina Arnold	Yes
	Will Cavin	Yes
	Darrell Johnson	Yes, via phone
	Angela Moore	Yes
	Christopher Cortez	Yes
	Ed Heldenbrand	Yes
	Juliana Halvorson	Yes

Motion passed 10-0 with C.

2. RFP: PFAS Legal Services. Hess Yntema presented this item.

FOR THE RECORD: Councilor Cortez recused himself for a possible conflict of interest.

MOTION: Councilor made a motion Heldenbrand made a motion to approve the PFAS Service Agreement. Council Marrujo was the second.

DRAFT

ROLL CALL VOTE:	Juan Oropesa	Yes
	Robert Corn	Yes
	Carlos Marrujo, Jr.	Yes
	Cristina Arnold	Yes
	Will Cavin	Yes
	Darrell Johnson	Yes, via phone
	Angela Moore	Yes
	Christopher Cortez	Abstained
	Ed Heldenbrand	Yes
	Juliana Halvorson	Yes

Motion passed 9-0 with Councilor Cortez abstaining.

ADJOURNMENT

Meeting adjourned at 6:18 p.m.

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

(City Seal)

_____
Timothy Z. Jennings, Mayor

_____
Amalia Martinez, City Clerk

DRAFT

Regular City Council Meeting 14.
Meeting Date: 11/13/2025
COMMITTEE: N/A **CONTACT:** Amalia Martinez
CHAIR: Juliana Halvorson

Summary:
Approval of the minutes from the Special City Council meeting on October 30, 2025.
(Halvorson/Martinez)

Attachments

DRAFT Special CC Minutes October 30, 2025

Special Meeting of the Roswell City Council
Held at City Hall, Large Conference Room
425 N. Richardson Ave.
Roswell, NM 88201
Thursday, October 30, 2025, at 2:00 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 25-28.

The meeting convened at 2:00 pm with Mayor Jennings presiding.

ROLL CALL:	Cristina Arnold	Present
	Carlos Marrujo, Jr.	Present
	Will Cavin	Present
	Darrell Johnson	Present
	Ed Heldenbrand	Present
	Christopher Cortez	Present
	Angela Moore	**Absent**
	Juan Oropesa	**Absent**
	Juliana Halvorson	Present
	Robert Corn	Present

Motion passed 8-0, with Councilors Moore and Oropesa absent.

PUBLIC PARTICIATION ON AGENDA ITEMS
None

1. Consider approval of award of RFP-26-001 Air Service Development for Roswell Air Center (ROW) Item presented by Bobbi Thompson

BACKGROUND: The City of Roswell solicited proposals from qualified commercial airlines to provide scheduled passenger air service at the Roswell Air Center (ROW). The purpose of this RFP was to secure a reliable, sustainable, and cost-effective air service that meets the needs of Roswell residents, businesses, and visitors, while also supporting regional economic development.

The Scope of Work required the selected Air Service Provider to:

- Operate aircraft with a seating capacity of 50 to 100 passengers.
- Provide a minimum of 14 round-trip flights per week, ensuring daily service.
- Include a codeshare agreement with United Airlines for both the ROW--DEN and DEN--ROW markets, specifying
- whether the codeshare applies to connecting flights, local service, or both.
- If no codeshare agreement is available, provide a reasonable plan for accommodating self-connecting passengers.
- Be capable of increasing flight capacity during the annual National Air Races

DRAFT

MOTION: Councilor Corn made a motion to approve the award of RFP-26-001 Air Service Development to "Taxi, Kilo, Romeo, Oscar, Whiskey". Councilor Arnold was the second.

Councilor Heldenbrand made a motion to move into closed session pursuant to NMSA 1978 § 10-15-1H (6), to discuss competitive seal proposals solicited pursuant to the Procurement Code as discussed during the contract negotiation process**.** Councilor Halvorson was the second. Voice vote was unanimous.

For The Record: Council went into closed session at 2:06 p.m.
For The Record: Council came back into open session at 2:32 pm. No action was taken, and no votes were made

ROLL CALL:	Cristina Arnold	Yes
	Carlos Marrujo, Jr.	Yes
	Will Cavin	Yes
	Darrell Johnson	Yes
	Ed Heldenbrand	Yes
	Christopher Cortez	Yes
	Juliana Halvorson	Yes
	Robert Corn	Yes

Motion passed 8-0

ADJOURNMENT

Meeting adjourned at 2:41 p.m.

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

(City Seal)

_____
Timothy Z. Jennings, Mayor

_____
Amalia Martinez, City Clerk

DRAFT

Regular City Council Meeting 16.
Meeting Date: 11/13/2025
COMMITTEE: N/A **CONTACT:** N/A
CHAIR: Juliana Halvorson

Summary:
MainStreet Roswell UFO Festival 2025 Report (Barbara Gomez)

Attachments

MainStreet Roswell UFO Festival 2025 Report

MAINSTREET ROSWELL
PO Box 1328 | Roswell, NM 88202
575-914-8018 | www.mainstreetroswell.org

October 27, 2025
City of Roswell; Mayor, City Councilors, City Manager

2025 UFO Festival, July 3- 6, 2025

On behalf of the 2025 UFO Festival Committee
Submitted: October 27, 2025
Barbara Gomez, Executive Director, MainStreet Roswell

In January 2024, the City of Roswell signed Memorial 24-01, A Memorial providing guidance for the FY25 Funding for the 2024 UFO Festival.

> *Whereas, the City Council believes that the interests of the City and its citizens are best served when the UFO Festival is run by community groups and businesses and not staff paid out of the general fund, with promotion and facilitation of the event being supported by Lodgers' Tax Revenues.*

January 2025, Sponsorship Agreement with the City of Roswell for the 2025 AlienFest/ UFO Festival

With the above directive, a collaborative UFO Festival group was formed with MainStreet Roswell, Executive Director and Board taking the lead with the assistance and guidance of City Councilor Juliana Halvorson and City of Roswell, Special Event Supervisor and staff. The group also consisted of the International UFO Museum, Galacticon, Roswell Daily Record, and Miniatures & Curious Collections Museum. 8-10 group meetings were held from February 2025 – June 2025 with the group. This year the group chose the theme of "Unclassified."

Financials through: City of Roswell Lodger's Tax and Sponsorships, Community Sponsorships. Advertisement, Sanitation, and Safety were paid through the City of Roswell Lodgers' Tax in the amount of; **$20,000** to AlienFest/UFO. Galacticon and RDR Roswell Incident collectively received **$20,000**. Through the City of Roswell Lodgers' Tax Sponsorships, MainStreet Roswell AlienFest/UFO Festival received **$50,000**, Galacticon received **$3,700**, RDR Roswell Incident received **$10,000,** and assisted with the cost of the City-sponsored drone show. The Miniatures & Curious Collections Museum received **$2,500**. Through these sponsorships, we were able to fund many of the free activities and entertainment that were held throughout the district. **Community Sponsorships** included monetary donations and in-kind donations. MainStreet Roswell received approximately $12,000 in community sponsorship & in-kind donations from: New Mexico Military Institute; 3 golf carts and 2 professional-sized generators valued at approximately $10,000, All Signs donated a large vinyl, printed, hung up, and took down the sign located on 2nd & Main Street wall of Ancient's of Days, valued at approximately

$5,000. Juliana Halvorson with Pioneer Bank spends dozens of hours creating videos, graphics, Facebook and Instagram posts that promoted the overall event, including Pet Contest, Human Costume Contest & UFO parade, and day-to-day happenings, with an approximate value of $5,000.

Advertisement included local, regional, and national publications, social media, radio, billboards, and posters. The City of Roswell's Public Affairs department oversaw national publications, billboards, radio, and social media. MainStreet Roswell, along with AlienFest/UFO Festival, oversaw local and regional advertisements that included radio, social media, posters, as well as window art next to Martin's Capitol Café on 4th Street.

Overall Event: The overall event included entertainment, activities, and presentations throughout the community.

- MainStreet Roswell hosted a Street Festival on 7 blocks of Main Street from 5th Street to S. 200 block. 2 entertainment stages, vendors, and food trucks on the Chaves County courthouse lawn, free kid zone with arts and crafts and 1 large blow-up and 1 water slide on S. Main and 1st Street, 4 free foam parties on both the North and South side of the district.
- UFO Parade was a free activity that started on Grand Avenue in front of the Wool Bowl and traveled down College Avenue, down Main Street, and landed at 3rd Street to Richardson Avenue. Approximately 20 entries were submitted.
- South Main and Walnut Street held a car show on the 200 S. Block of Main Street and a corn hole tournament on Main and Walnut in the parking lot of Advanced Auto.
- MainStreet hosted the Human Costume Contest with over 15 entries and the UFO Parade.
- MainStreet Roswell hosted the Ghostbusters car and characters who walked the district and took free pictures
- Galacticon hosted the very popular Pet Costume Contest on the Chaves County Courthouse lawn on Saturday, July 5th. They had approximately 30 pet entries.
- Galacticon hosted the Alien car that was parked on the N. 100 block of Main Street.
- The Roswell Daily Record assisted the City of Roswell with the costs of the Thursday, July 3rd, Drone Show.
- City of Roswell hosted the Alien Chase run on Saturday morning, July 5th.
- City of Roswell hosted the Walk of Fame on Friday, July 4th
- Roswell Miniature and Curious Collectables hosted the free Trek Star made from recycled items and created a float called Glax-sea that was part of the UFO Parade.

Attendance: Approximately 10-15,000 people were reported to have visited or attended Roswell events during the weekend of the UFO Festival. The International UFO Museum reported almost 10,000 visitors throughout the weekend. In 2023, MainStreet America provided attendance of visitors was about 45,000, with a total of 56,400 visits, meaning one out

of four visitors came to the Main Street district on 2 of the 3 days of the festival. There are no Main Street America numbers available for 2024 at this time; however, it is estimated that the same number of people, if not more, came to Roswell in 2024 and 2025 to include national and regional tourists, locals, and surrounding communities.

Collaboration

The collaborative nature of this event is what made it successful and overwhelmingly attended. MainStreet Roswell and the overall UFO Festival group appreciated the support and guidance provided by the City of Roswell, and hands-on assistance from the Special Event Supervisor and team.

Thank you to City Councilor Juliana Halvorson for lending her time and talents to create incredible graphics for the entire event and for overseeing social media advertisement.

Thank you to the many departments within the city that stepped up to assure we had what was needed; TJ Conyers, Special Events Supervisor, City of Roswell, was truly a huge part of the team's success - she was available, professional, and willing to help with a good attitude and smile. Many others include Chad Cole, City Manager, Hess Yntema, City Attorney, Amanda Dickerson, Guest Services Supervisor, Jim Sexe, Engineer Tech, Sanitation, Streets Department, Roswell Police Department, and Roswell Fire Department.

Thank you to Mayor Tim Jennings, the City of Roswell, Finance Committee, Legal Committee, and City Councilors for your overwhelming support of this event.

As the 2025 UFO Festival Committee, we appreciate your support, and we hope that you agree that the event was well run, well attended, and that the City of Roswell and Chaves County were overwhelmingly represented as the home of the internationally known UFO Festival.

Respectfully submitted:

B Gomez

Barbara Gomez
Executive Director
MainStreet Roswell

Regular City Council Meeting
Meeting Date: 11/13/2025
COMMITTEE: N/A
CONTACT: N/A
CHAIR: Juliana Halvorson

Summary:
Catalina Muniz Award for the 2025 Project Excellence Awards to James MacCornack and Andrew Valadez (Chad Cole)

Regular City Council Meeting
Meeting Date: 11/13/2025
COMMITTEE: N/A
CONTACT: Hessel Yntema
CHAIR: Mayor Pro Tem

Summary:
Employee Out-of-State Travel (Chief Lance Bateman)

Attachments

Out of State Travel - October 2025

Roswell Police Department

CHIEF LANCE BATEMAN

MEMORANDUM
To: City Council Members
From: Chief Lance Bateman
Date: October 31, 2025
Subject: Notification of Out-of-State Training for Department Personnel

---

Dear Council Members,

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

1. **Trong Nguyen, Narciso Santillan, Bryan Barela, Danny Flott, Steven Willis, Alex Barleen, Nicolas Berumen**
   - **Rank/Position:** SWAT Team Members
   - **Training Program:** SWAT Competition
   - **Location:** Conroe, Texas
   - **Dates:** October 8th, 2025 – October 12th, 2025
   - **Purpose/Objective:** To simulate real-world scenarios to improve intelligence and endurance, and bring back training to the department. (Previously went, but notifying again)
2. **Roberto Cardiel and Roberto De La Cruz**
   - **Rank/Position:** Traffic Officers
   - **Training Program:** Bosch CDR
   - **Location:** Greenwood, Colorado
   - **Dates:** November 5th, 2025 – November 7th, 2025
   - **Purpose/Objective:** Required as New Traffic Officers
3. **Trong Nguyen, Narciso Santillan, Joe Smith**
   - **Rank/Position:** Sergeants and Captain
   - **Training Program:** Use of Force Summit
   - **Location:** Uncasville, CT
   - **Dates:** December 2nd, 2025 – December 4th, 2025
   - **Purpose/Objective:** The knowledge and insights gained from this conference will enhance their ability to evaluate incidents, ensure compliance with policy and law, and contribute to the department's ongoing commitment to transparency and accountability as members of the Use of Force Board.

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

Sincerely,

Chief Lance Bateman

Regular City Council Meeting 19.
Meeting Date: 11/13/2025
COMMITTEE: N/A
CONTACT: Hessel Yntema **CHAIR:** Juliana Halvorson

ACTION REQUESTED:
Hold a public hearing and vote on a Restaurant B (Beer, Wine and Spirits) License with on-premise consumption for Lemongrass Thai, LLC |DBA Lemon Grass Thai Cuisine located at 610 South Main Street, Roswell, NM 88203 (Halvorson/Yntema)

BACKGROUND:
Initiated by: Lemongrass Thai Inc. d\b\a Lemon Grass Thai Cuisine

Under NMSA 1978 § 60-6B-4, the governing body is required to conduct a public hearing on the application and must, by roll call vote, approve or disapprove the requested application. The hearing is quasi-judicial in nature and must be conducted accordingly. Lemongrass Thai Inc. d\b\a Lemon Grass Thai Cuisine, located at 610 South Main Street, Roswell, NM 88203, has applied for a Restaurant B (Beer, Wine and Spirits) License with on-premise consumption.

In considering whether to approve or disapprove the application, the governing body may only disapprove of the application if it finds substantial evidence to support one of the following:

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

FINANCIAL CONSIDERATION
Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body.

LEGAL REVIEW:
The City Attorney has provided the notes for the Council's consideration of the application under the staff recommendation below.

BOARD AND COMMITTEE ACTION:
Due to the time constraints of the Liquor Control Act, the applications do not go to a board or committee.

STAFF RECOMMENDATION:
City staff does not make a specific recommendation, but notes the following for the City Council's consideration:

- Because the Alcohol and Gaming Division has granted preliminary approval of the application, the applicant has established a prima facie entitlement to the license. The burden of disapproval

then shifts to the City.

- New Mexico case law has held that the Director of the Alcohol and Gaming Division of the New Mexico Regulation and Licensing Department may still issue a license to Lemongrass Thai Inc., DBA Lemon Grass Thai Cuisine, located at 610S. Main Street, Roswell, NM 88203, despite municipal disapproval, if there is insufficient evidence to support the disapproval, or if the disapproval is not based on the evidence specific to the applicant or the location. General disapproval of alcoholic beverage sales is not a valid basis for denying the license and is consequently not relevant to the decision to be made by the governing body.
- There does not appear to be evidence that the location is in the area where the sale of alcoholic beverages is prohibited by state law.
- There does not appear to be any evidence that the sale of alcohol at the location would violate any City zoning law or other ordinance.

Attachments

250910 Application Lemongrass Thai
Lemon Grass Thai Cuisine Notify Public Hearing

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip A. Sanchez, Director

September 9, 2025

Sent by email corclerk@Roswell-NM.Gov AND USPS Certified Mail No.: 7021 2720 0001 2205 0108

City of Roswell
Amalia Martinez, City Clerk
425 N Richardson Ave.
Roswell, NM 88201

Application No.:	BLA-12148
Name of Applicant:	LEMONGRASS THAI INC.
Doing Business As:	LEMON GRASS THAI CUISINE
Proposed Location:	610 S. MAIN STREET ROSWELL, NM 88203

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted Preliminary Approval. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. The first notice must be published at least thirty (30) days before the hearing. **Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five **(45)** days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30-day notice and the 45-day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;

2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING A RESTAURANT B (BEER, WINE AND SPIRITS) LICENSE WITH ON-PREMISE CONSUMPTION.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Tammy Sandoval

Tammy Sandoval
Admin Law Judge | Hearing Officer
Alcoholic Beverage Control Division
Phone: (505) 795-4165
Email: Tammy.Sandoval@rld.nm.gov

Enclosures:

1. Application (*Full Application must be returned w/notices of publication and approval letter on official letterhead. Page 1 must be signed and dated by a City Official*)
2. Copy of Zoning Statement

Alcoholic Beverage Control Division

Restaurant B Intake Application

Application Number: BLA-0000012148

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Business Information

Business Information

Business Name: Lemongrass Thai Inc.
Type of Business: Alcohol
Business Structure: Corporation
FEIN: XX-XXX4315
State Tax ID Number: XX-XXXXX9-00-1
Business Email: tenorio_jenn@yahoo.com
Business Phone: 5752080411

Contact Person Information

Contact Person Name: Jennifer Tenorio
Contact Person Phone: 5758408396
Contact Person Email: tenorio_jenn@yahoo.com

Business Mailing Address

Mailing Street: PO Box 76
Mailing City: Dexter
Mailing State: NM
Mailing Zip Code: 88230
Mailing Country: US

Local Option District Use Only: Local Governing Body of _____ City, County, Village

Public Hearing held on _____ 20_____ Please check one: ☐ Approved ☐ Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐ Approved ☐ Disapproved _____

Signed by Director: _____ Date: _____

Alcoholic Beverage Control Division

Restaurant B Intake Application

Application Number: BLA-0000012148

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Premises Information

Premises DBA

Premises Doing Business As (DBA):Lemon Grass Thai Cuisine

Proposed Premises Physical Address

Physical Street: 610 S. Main Street
Physical City: Roswell
Physical Zip Code: 88203
Physical State: New Mexico
Physical County: Chaves
Local Option District: Roswell
"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Owned by Applicant
The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.

Zoning

Is the proposed premises location zoned? Yes
You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.
Specify the zone for proposed premises location (example C-1).: C-4

Distance from nearest School

Name of School: Pecos Elementary
School Street: 600 E Hobbs st
School City: Roswell
School State: New Mexico
School Zip Code: 88202
School Country: United States
School Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: St. Peter's
Church Street: 111 E. Deming St
Church City: Roswell
Church State: New Mexico
Church Zip Code: 88203
Church Country: United States
Church Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

Premises Information 2

Please specify the appropriate option for the premises that you have specified in the application?

☐ A license has never been issued to the location of the proposed premises.
☑ A license was once issued to the location of the proposed premises but is no longer being operated at the location.
☐ Alcohol operations are currently being performed at the proposed premises by the applicant business.
☐ Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Please provide more details for the option selected in above question?

You can specify more details such as license has become expired non-renewable, business ownership has changed, planning to extend operations of existing premises or planning to buy premises etc.

Business Ownership has changed

Licenses at Proposed Premises

Please specify the active New Mexico licenses currently held by the proposed premises.

If you need to view, edit, or delete any records, click the down arrow under action for that specific record.

License Number: 31271 License Type: Restaurant

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	No

Payment

Fee Name	Fee Amount
Application Fee	200.00
Resident Agent Fee	50.00
Total Fee Amount:	**250.00**

Attestation/Oath

Under penalty of perjury, I hereby depose and state that I am the person identified in this application and the information given by me is true and complete to the best of my knowledge and belief. I understand that any information contained in this application may be investigated and any false or dishonest answer to any question in this application may be grounds for denial or revocation of my license.

Attestation Signature: Jennifer Tenorio

Date: 07/10/2025

City of Roswell
Community Development
500 N Main Street, Suite 100
Roswell, NM 88201
575.637.6280

Zoning Verification Letter

Lemon Grass Thai Inc. DBA Lemon Grass Thai Cuisine

610 S Main Street in Roswell, New Mexico 88203

Property Legal Description: Subd: SOUTH ROSWELL Block: 27 Lot: 25 AND:- Lot: 26 , S: 4 T: 11S R: 24E DOC# 202501387 WD

(Roswell, Chaves County)

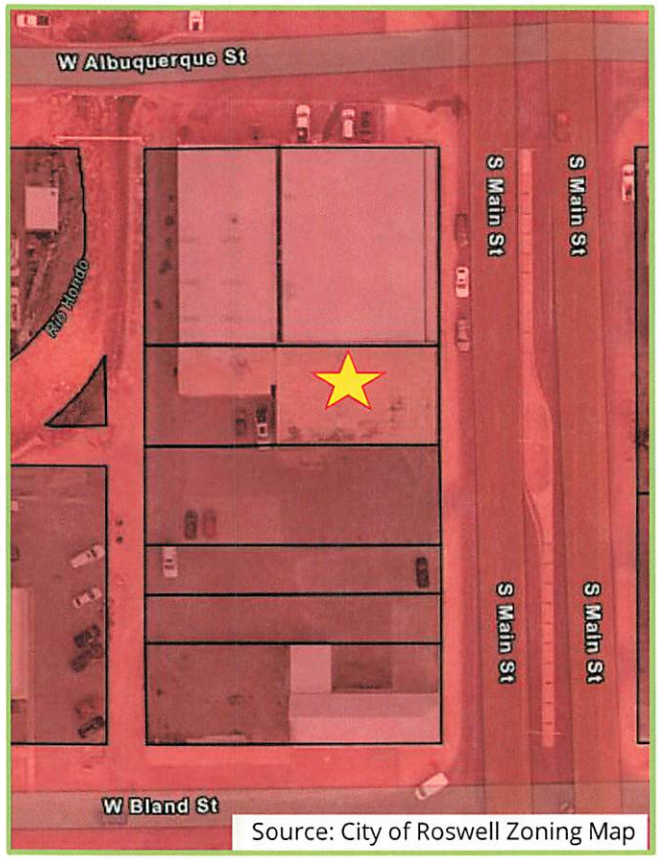
Zoning District: C-2 Community Commercial District

June 25, 2025

State of New Mexico
Regulation & Licensing Department
Alcohol and Gaming Division
PO Box 25101
Santa Fe, New Mexico 87504-5101

To Whom It May Concern:

This zoning verification letter is per the request of Jennifer Tenorio. This letter certifies that according to the City of Roswell's Official Zoning Map, the property located at **610 S Main Street in Roswell, New Mexico is zoned C-2 (Community Commercial District)**. Liquor Service and Stores and Restaurants/Food/Drink/Lounges/Liquor are uses-by-right in the C-2 Zoning District. Per the *Roswell Zoning Ordinance* 20-08 Amended August 13, 2020, Article 32: C-2 Community Commercial District 2. Use Regulations A. Permitted Uses are as follows: 7. Liquor Service and Stores;
20. Restaurants/food/drink/lounges/liquor.
Note that for a full understanding of what is permitted or prohibited by the City of Roswell's Municipal Code, please refer to the Municipal Ordinance in its entirety through the City's website at https://library.municode.com/nm/roswell/codes/code_of_ordinances.



Source: City of Roswell Zoning Map

Sincerely,

Esperanza DeLeon

Esperanza DeLeon, Planner II
Planning & Zoning Division
City of Roswell Community Development
575.637.6218 e.deleon@roswell-nm.gov

roswell-nm.gov

ROSWELL
New Mexico

City Clerk

October 15, 2025

Lemongrass Thai Inc.
d\b\a Lemon Grass Thai Cuisine
610 South Main Street
Roswell, NM 88203-1236

Certified Mail # 9589 0710 5270 0334 9335 90

Ms.Tenorio,

This letter is to notify you of a public hearing regarding your application for a Restaurant B (Beer, Wine and Spirits) License with on-premise consumption located at 610 South Main Street, Roswell, NM 88203.

The public hearing will take place during the Regular City Council Meeting on:

Date: Thursday, November 13, 2025
Time: 6:00 p.m.
Location: Chaves County Administrative Center, Commission Chambers - #1 St. Mary's Place, Roswell, NM 88201

Following the public hearing, and once you have received your State of New Mexico Liquor License, please get in touch with the City Clerk's Office to apply for and obtain your City of Roswell Liquor License.

For assistance on getting your city liquor license, you may reach out to Angela Garcia, Deputy Clerk, directly at (575) 637-6263.

If you have any questions or need further information, please don't hesitate to contact me.

Sincerely,

Amalia Martinez

Amalia Martinez,
City Clerk

PO Box 1838
Roswell, NM 88202-1838
TEL: 575.637.6202
FAX: 575.624.6709

seeroswell.com

Regular City Council Meeting 20.
Meeting Date: 11/13/2025
COMMITTEE: N/A
CONTACT: Hessel Yntema **CHAIR:** Juliana Halvorson

ACTION REQUESTED:
Hold a public hearing and vote on a Restaurant B -- Beer Wine and Spirits Liquor License with on-premises consumption only with patio service for Backdraft Barbeque, LLC located at 301 N. Railroad Avenue, Roswell, NM 88201. (Halvorson/Yntema)

BACKGROUND:
Initiated by: Backdraft BBQ, LLC d\b\a Backdraft BBQ, LLC

Under NMSA 1978 § 60-6B-4, the governing body is required to conduct a public hearing on the application and must, by roll call vote, approve or disapprove the requested application. The hearing is quasi-judicial in nature and must be conducted accordingly. Backdraft BBQ, LLC located at 301 N. Railroad Ave, Roswell, NM 88201, has applied for a Restaurant B-Beer, Wine and Spirits Liquor License with on-premises consumption only with patio service.

In considering whether to approve or disapprove the application, the governing body may only disapprove of the application if it finds substantial evidence to support one of the following:

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

FINANCIAL CONSIDERATION
Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body.

LEGAL REVIEW:
The City Attorney has provided the notes for the Council's consideration of the application under the staff recommendation below.

BOARD AND COMMITTEE ACTION:
Due to the Liquor Control Act's time constraints, the applications do not go to a board or committee.

STAFF RECOMMENDATION:
City staff does not make a specific recommendation, but notes the following for the City Council's consideration:

- Because the Alcohol and Gaming Division has granted preliminary approval of the application, the applicant has established a prima facie entitlement to the license. The burden of disapproval then shifts to the City.

- New Mexico case law has held that the Director of Alcohol and Gaming Division of the New Mexico Regulation and Licensing Department may still issue a license to Backdraft BBQ, LLC., located at 301 N. Railroad Avenue, Roswell, NM 88201, despite municipal disapproval if there is insufficient evidence to support the disapproval, or if the disapproval is not based on the evidence specific to the applicant or the location. A general disapproval of alcoholic beverage sales is not a valid basis for denial or the license and is consequently not relevant to the decision to be made by the governing body.
- There does not appear to be evidence that the location is in the area where the sale of alcoholic beverages is prohibited by state law.
- There does not appear to be evidence that the sale of alcohol at the location would be in violation of any City zoning law or other ordinance.

Attachments

Backdraft Barbeque, LLC Application
Backdraft BBQ Notify Public Hearing

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip Sanchez, Director

September 11, 2025

Certified Mail No.: 7021 2720 0001 2204 5807

City of Roswell
Amalia Martinez, City Clerk
425 N Richardson Ave.
Roswell, NM 88201

RECEIVED
SEP 19 2025
CITY CLERK
ROSWELL, NM

Lic. No. /Appl. No.: **BLA-0000011553**
Name of Applicant: Backdraft Barbeque, LLC
Doing Business As: Backdraft Barbeque, LLC
Proposed Location: 301 N. Railroad Avenue, Roswell, New Mexico 88201

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five **(45)** days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and

regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;
ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING RESTAURANT B – BEER, WINE AND SPIRITS LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY WITH PATIO SERVICE

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Charmaine Martinez
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4804 Fax: (505) 476-4595
Email: Charmaine.Martinez2@rld.nm.gov

Enclosures:
1. Page 1 (Business Information Page) (*must be signed and returned w/notices of publication*)
2. Page 2 (Premises Information Page)
3. Copy of the Zoning Statement
4. Copy of Floor Plan

Alcoholic Beverage Control Division

Restaurant B Intake Application

Application Number: BLA-0000011553

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Business Information

Business Information

Business Name: BACKDRAFT BARBEQUE LLC
Type of Business: Alcohol
Business Structure:
FEIN: XX-XXX
State Tax ID Number: XX-XXXXX1-00-6
Business Email: paulthompson@backdraftbarbeque.com
Business Phone: 5754447146

Contact Person Information

Contact Person Name: Paul Thompson
Contact Person Phone: 5754447146
Contact Person Email: paulthompson@backdraftbarbeque.com

Business Mailing Address

Mailing Street: PO Box 2432
Mailing City: Roswell
Mailing State: NM
Mailing Zip Code: 88202
Mailing Country: US

Local Option District Use Only: Local Governing Body of _____ City, County, Village

Public Hearing held on _____ 20_____ Please check one: ☐ Approved ☐ Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐ Approved ☐ Disapproved _____

Signed by Director: _____ Date: _____

Alcoholic Beverage Control Division

Restaurant B Intake Application

Application Number: BLA-0000011553

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Premises Information

Premises DBA

Premises Doing Business As (DBA):BACKDRAFT BARBEQUE LLC

Proposed Premises Physical Address

Physical Street: 301 N Railroad Ave.
Physical City: Roswell
Physical Zip Code: 88201
Physical State: New Mexico
Physical County: Chaves
Local Option District: Roswell
"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Owned by Applicant
The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.

Zoning

Is the proposed premises location zoned? Yes
You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.
Specify the zone for proposed premises location (example C-1).: 1-1 Light Industrial

Distance from nearest School

Name of School: Nancy Lopez Elementary School
School Street: 1601 E Bland St
School City: Roswell
School State: New Mexico
School Zip Code: 88203
School Country: United States
School Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: First United Methodist Church
Church Street: 200 N Pennsylvania St
Church City: Roswell
Church State: New Mexico
Church Zip Code: 88201
Church Country: United States
Church Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

Alcoholic Beverage Control Division

Restaurant B Intake Application

Application Number: BLA-0000011553

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Premises Information 2

Please specify the appropriate option for the premises that you have specified in the application?

☐ A license has never been issued to the location of the proposed premises.
☑ A license was once issued to the location of the proposed premises but is no longer being operated at the location.
☐ Alcohol operations are currently being performed at the proposed premises by the applicant business.
☐ Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Please provide more details for the option selected in above question?

You can specify more details such as license has become expired non-renewable, business ownership has changed, planning to extend operations of existing premises or planning to buy premises etc.

License has become expired, business was shut down from November, 2023 until present.

Licenses at Proposed Premises

Please specify the active New Mexico licenses currently held by the proposed premises.

If you need to view, edit, or delete any records, click the down arrow under action for that specific record.

No records to display.

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	No

Alcoholic Beverage Control Division

Restaurant B Intake Application

Application Number: BLA-0000011553

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Payment

Fee Name	Fee Amount
Application Fee	200.00
Total Fee Amount:	**200.00**

Attestation/Oath

Under penalty of perjury, I hereby depose and state that I am the person identified in this application and the information given by me is true and complete to the best of my knowledge and belief. I understand that any information contained in this application may be investigated and any false or dishonest answer to any question in this application may be grounds for denial or revocation of my license.

Attestation Signature: Paul Thompson

Date: 06/24/2025

City of Roswell
Community Development
500 N Main Street, Suite 100
Roswell, NM 88201
575.637.6280

Zoning Verification Letter

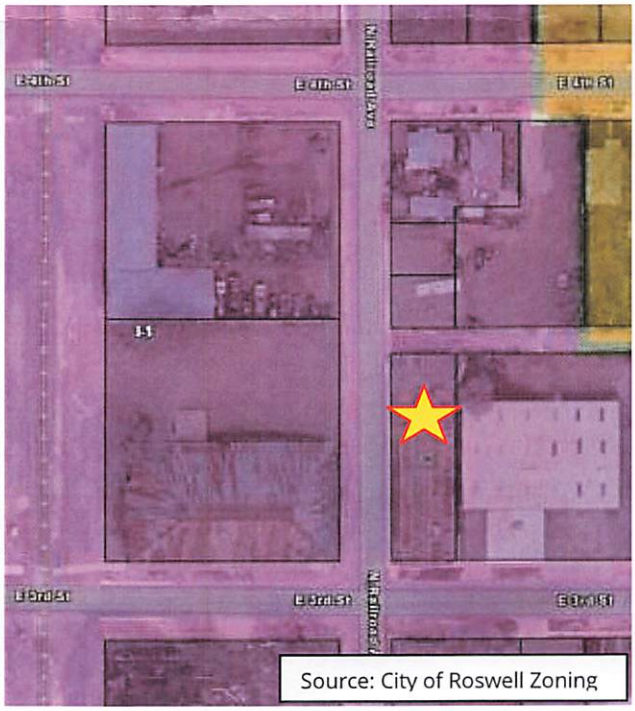
Backdraft Barbeque

301, 303, 305 N Railroad Avenue, New Mexico 88201

Legal Summary: Subd: LEA Lot: 46 Quarter: SW S: 33 T: 10S R: 24E DOC# 202302159 REC (NOTICE)
Subd: LEA Lot: 122 S 184.9; Quarter: SW S: 33 T: 10S R: 24E DOC# 202302159 REC (NOTICE)

(Roswell, Chaves County)

Zoning District: 1-1 (Light Industrial)



September 4, 2025

State of New Mexico
Regulation & Licensing Department
Alcohol and Gaming Division
PO Box 25101
Santa Fe, New Mexico 87504-5101

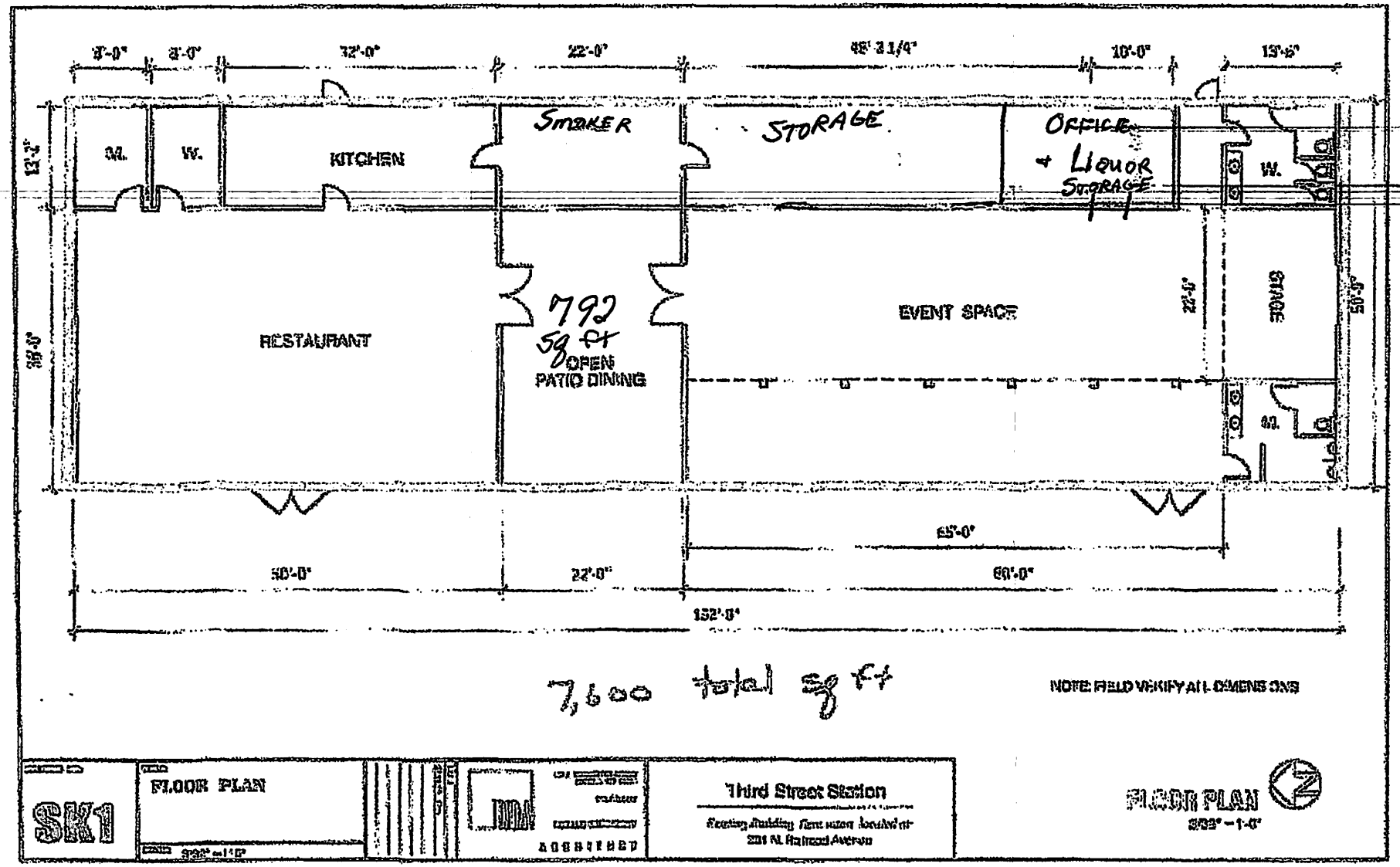
To Whom It May Concern:

This zoning verification letter is per the request of Paul Thompson, Managing Member of Backdraft Barbeque, LLC. The properties located at **300 N Railroad Avenue and 301, 303, 305 N Railroad Avenue in Roswell, New Mexico** are **zoned I-1 (Light Industrial District)**. Restaurants/food/drink/lounges/liquor and on-premises consumption of alcohol are permitted uses by right within the I-1 zoning district. (Roswell Zoning Ordinance 19-02 Amended March 14, 2019 "Article 30: C-2 Community Commercial District Section 2. Use Regulations A. Permitted Uses are as follows: 20. Restaurants/Food/Drink/Lounges/Liquor)." "Article 38: I-1 Light Industrial District Section 2. Use Regulations A. Permitted Uses are as follows: 1. Any use permitted in the C-2 districts..." Note that for a full understanding of uses permitted or prohibited by the City of Roswell Municipal Code, please refer to the Code in its entirety. The City's website www.roswell-nm.gov provides access to the entire Municipal Code. The link to the amended Zoning Ordinance is: https://www.roswell-nm.gov/DocumentCenter/View/768/Zoning-Ordinance-PDF

Sincerely,
Merideth Hildreth

Merideth Hildreth, AICP Planning & Zoning Administrator
City of Roswell
575.637.6294 m.hildreth@roswell-nm.gov

roswell-nm.gov



N RAILROAD AVE

E 4TH ST

ROSWELL
New Mexico

City Clerk

October 15, 2025

Backdraft BBQ, LLC
d\b\a Backdraft BBQ, LLC
301 N. Railroad Avenue
Roswell, NM 88201-1236

Certified Mail # 9589 0710 5270 0334 9336 51

Mr. Thompson,

This letter is to notify you of a public hearing regarding your application for a Restaurant B – Beer Wine and Spirits Liquor License with on premises consumption only with patio service located at 301 N. Railroad Avenue, Roswell, NM 88201.

The public hearing will take place during the Regular City Council Meeting on:

Date: Thursday, November 13, 2025
Time: 6:00 p.m.
Location: Chaves County Administrative Center, Commission Chambers - #1 St. Mary's Place, Roswell, NM 88201

Following the public hearing, and once you have received your State of New Mexico Liquor License, please get in touch with the City Clerk's Office to apply for and obtain your City of Roswell Liquor License.

For assistance on getting your city liquor license, you may reach out to Angela Garcia, Deputy Clerk, directly at (575) 637-6263.

If you have any questions or need further information, please don't hesitate to contact me.

Sincerely,

Amalia Martinez

Amalia Martinez,
City Clerk

PO Box 1838
Roswell, NM 88202-1838
TEL: 575.637.6202
FAX: 575.624.6709

Regular City Council Meeting 21.
Meeting Date: 11/13/2025
COMMITTEE: N/A
CONTACT: Hessel Yntema **CHAIR:** Juliana Halvorson

ACTION REQUESTED:
Hold a public hearing and vote on a Restaurant B (Beer, Wine and Spirits) License with on-premise consumption for JASAL, LLC | DBA Los Cerritos Mexican Kitchen located at 2103 N. Main Street, Roswell, NM 88201. (Halvorson/Yntema)

BACKGROUND:
Initiated by: JASAL, LLC | DBA Los Cerritos Mexican Kitchen

Under NMSA 1978 § 60-6B-4, the governing body is required to conduct a public hearing on the application and must, by roll call vote, approve or disapprove the requested application. The hearing is quasi-judicial in nature and must be conducted accordingly. JASAL, LLC | DBA Los Cerritos Mexican Kitchen, located at 2103 N. Main Street, Roswell NM 88201, has applied for a Restaurant B (Beer, Wine and Spirits) License with on-premise consumption.

In considering whether to approve or disapprove the application, the governing body may only disapprove of the application if it finds substantial evidence to support one of the following:

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

FINANCIAL CONSIDERATION
Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body.

LEGAL REVIEW:
The City Attorney has provided the notes for the Council's consideration of the application under the staff recommendation below.

BOARD AND COMMITTEE ACTION:
Due to the time constraints of the Liquor Control Act, the applications do not go to a board or committee.

STAFF RECOMMENDATION:
City staff does not make a specific recommendation, but notes the following for the City Council's consideration:

- Because the Alcohol and Gaming Division has granted preliminary approval of the application, the applicant has established a prima facie entitlement to the license. The burden of disapproval

then shifts to the City.

- New Mexico case law has held that the Director of Alcohol and Gaming Division of the New Mexico Regulation and Licensing Department may still issue a license to JASAL LLC, DBA Los Cerritos Mexican Kitchen, located at 2103 N Main Street, Roswell, NM 88201, despite municipal disapproval if there is insufficient evidence to support the disapproval, or if the disapproval is not based on the evidence specific to the applicant or the location. General disapproval of alcoholic beverage sales is not a valid basis for denying the license and is consequently not relevant to the decision to be made by the governing body.
- There does not appear to be evidence that the location is in the area where the sale of alcoholic beverages is prohibited by state law.
- There does not appear to be any evidence that the sale of alcohol at the location would violate any City zoning law or other ordinance.

Attachments

JASAL, LLC Application
Los Cerritos Mexican Kitchen Notify Public Hearing

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip A. Sanchez, Director

September 25, 2025

Sent by email corclerk@Roswell-NM.Gov AND USPS Certified Mail No.: 7021 2720 0001 2205 0139

City of Roswell
Amalia Martinez, City Clerk
425 N Richardson Ave.
Roswell, NM 88201

ABC Application No.:	BLA-11985
Name of Applicant:	JASAL LLC
Doing Business As:	LOS CERRITOS MEXICAN KITCHEN
Proposed Location:	2103 N. MAIN STREET ROSWELL, NM 88201

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. The first notice must be published at least thirty (30) days before the hearing. **Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five **(45)** days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30-day notice and the 45-day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;

2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING A RESTAURANT B (BEER, WINE AND SPIRITS) LICENSE WITH ON-PREMISE CONSUMPTION.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Tammy Sandoval

Tammy Sandoval
Admin Law Judge | Hearing Officer
Alcoholic Beverage Control Division
Phone: (505) 795-4165
Email: Tammy.Sandoval@rld.nm.gov

Enclosures:

1. Application (*Full Application must be returned w/notices of publication and approval letter on official letterhead. Page 1 must be signed and dated by a City Official*)
2. Copy of Zoning Statement

Alcoholic Beverage Control Division

Restaurant B Intake Application

Application Number: BLA-0000011985

Business Information

Business Information

Business Name: JASAL, LLC
Type of Business: Alcohol
Business Structure: Limited Liability Company
FEIN: XX-XXX3118
State Tax ID Number: XX-XXXXX2-00-6
Business Email: info@loscerritosmk.com
Business Phone: 5756224919

Contact Person Information

Contact Person Name: TESSA CHAVEZ
Contact Person Phone: 5759102761
Contact Person Email: t.chavez@loscerritosmk.com

Business Mailing Address

Mailing Street: 2103 N MAIN STREET
Mailing City: ROSWELL
Mailing State: NM
Mailing Zip Code: 88201
Mailing Country: US

Local Option District Use Only: Local Governing Body of _____ City, County, Village

Public Hearing held on _____ 20_____ Please check one: ☐ Approved ☐ Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐ Approved ☐ Disapproved _____

Signed by Director: _____ Date: _____

Premises Information

Premises DBA

Premises Doing Business As (DBA):LOS CERRITOS MEXICAN KITCHEN

Proposed Premises Physical Address

Physical Street: 2103 N. Main St.
Physical City: Roswell
Physical Zip Code: 88201
Physical State: New Mexico
Physical County: Chaves
Local Option District: Roswell
"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Leased by Applicant
The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.
Specify Owner(s) of the land and building: t&bg 1 llc
Specify Date and Terms of Lease/Operating Agreement: Land lease expires September 2031. Building is owned by JASAL, LLC

Zoning

Is the proposed premises location zoned? Yes
You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.
Specify the zone for proposed premises location (example C-1).: 1

Distance from nearest School

Name of School: Del Norte Elementary School
School Street: 2701 N Garden Ave
School City: Roswell
School State: New Mexico
School Zip Code: 88201
School Country: United States
School Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: Assumption Catholic Church
Church Street: 2808 N Kentucky Ave
Church City: Roswell
Church State: New Mexico
Church Zip Code: 88201
Church Country: United States
Church Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

Premises Information 2

Please specify the appropriate option for the premises that you have specified in the application?

☐ A license has never been issued to the location of the proposed premises.
☐ A license was once issued to the location of the proposed premises but is no longer being operated at the location.
☐ Alcohol operations are currently being performed at the proposed premises by the applicant business.
☑ Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Please provide more details for the option selected in above question?

You can specify more details such as license has become expired non-renewable, business ownership has changed, planning to extend operations of existing premises or planning to buy premises etc.

Current restaurant is operating with license number RES-000770. This application is for the future purchase of restaurant by applicant.

Licenses at Proposed Premises

Please specify the active New Mexico licenses currently held by the proposed premises.

If you need to view, edit, or delete any records, click the down arrow under action for that specific record.

License Number: RES-000770 License Type: Restaurant

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	No

Alcoholic Beverage Control Division

Restaurant B Intake Application

Application Number: BLA-0000011985

Payment

Fee Name	Fee Amount
Application Fee	200.00
Resident Agent Fee	50.00
Total Fee Amount:	**250.00**

Attestation/Oath

Under penalty of perjury, I hereby depose and state that I am the person identified in this application and the information given by me is true and complete to the best of my knowledge and belief. I understand that any information contained in this application may be investigated and any false or dishonest answer to any question in this application may be grounds for denial or revocation of my license.

Attestation Signature: Abel Loya

Date: 07/02/2025

City of Roswell
Community Development
500 N Main Street, Suite 100
Roswell, NM 88201
575.637.6280

Zoning Verification Letter

JASAL, LLC dba LOS CERRITOS

2103 N Main Street in Roswell, New Mexico 88201

Property Legal Description: Subd: EL RANCHO REDIV AMEND Lot: 1 Quarter: NW S: 28 T: 10S R: 24E DOC# 202008931 SWD

(Roswell, Chaves County)

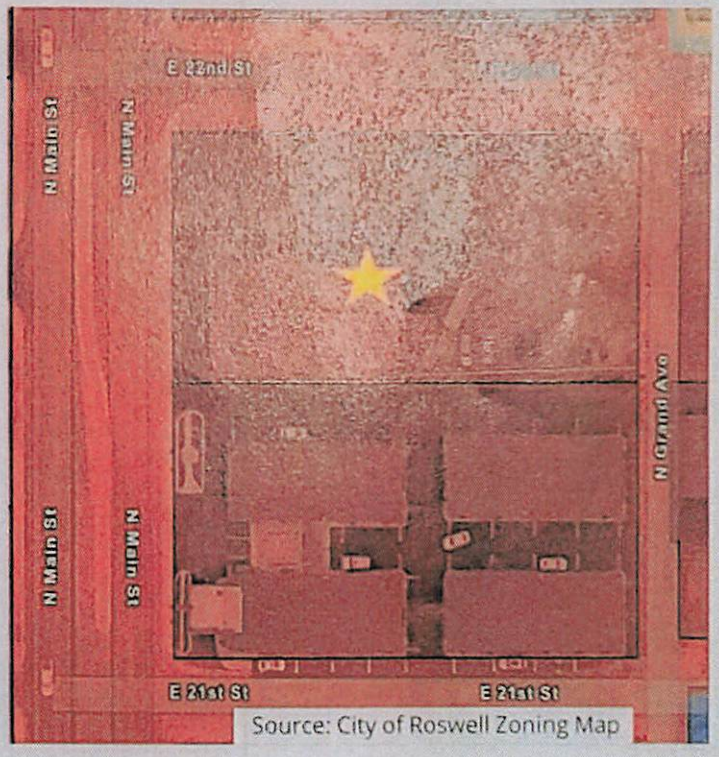
Zoning District: C-2 Community Commercial District

July 1, 2025

State of New Mexico
Regulation & Licensing Department
Alcohol and Gaming Division
PO Box 25101
Santa Fe, New Mexico 87504-5101

To Whom It May Concern:

This zoning verification letter is per the request of Abel Loya, this letter certifies that according to the City of Roswell's Official Zoning Map, the property located at **2103 N Main Street in Roswell, New Mexico is zoned C-2 (Community Commercial District).** Liquor Service and Stores and Restaurants/Food/Drink/Lounges/Liquor are uses-by-right in the C-2 Zoning District. Per the *Roswell Zoning Ordinance* 20-08 Amended August 13, 2020, Article 32: C-2 Community Commercial District 2. Use Regulations A. Permitted Uses are as follows: 7. Liquor Service and Stores;
20. Restaurants/food/drink/lounges/liquor.



Source: City of Roswell Zoning Map

Note that for a full understanding of what is permitted or prohibited by the City of Roswell's Municipal Code, please refer to the Municipal Ordinance in its entirety through the City's website at https://library.municode.com/nm/roswell/codes/code_of_ordinances.

Sincerely,

Esperanza DeLeon

Esperanza DeLeon, Planner II
Planning & Zoning Division
City of Roswell Community Development
575.637.6218 e.deleon@roswell-nm.gov

roswell-nm.gov

ROSWELL
New Mexico

City Clerk

October 15, 2025

JASAL, LLC
d\b\a Los Cerritos Mexican Kitchen
2103 N. Main Street
Roswell, NM 88201-1236

Certified Mail # 9589 0710 5270 0334 9336 06

Ms.Chavez,

This letter is to notify you of a public hearing regarding your application for a Restaurant B (Beer, Wine and Spirits) License with on-premise consumption located at 2103 N. Main Street, Roswell NM 88201.

The public hearing will take place during the Regular City Council Meeting on:

Date: Thursday, November 13, 2025
Time: 6:00 p.m.
Location: Chaves County Administrative Center, Commission Chambers - #1 St. Mary's Place, Roswell, NM 88201

Following the public hearing, and once you have received your State of New Mexico Liquor License, please get in touch with the City Clerk's Office to apply for and obtain your City of Roswell Liquor License.

For assistance on getting your city liquor license, you may reach out to Angela Garcia, Deputy Clerk, directly at (575) 637-6263.

If you have any questions or need further information, please don't hesitate to contact me.

Sincerely,

Amalia Martinez,
City Clerk

PO Box 1838
Roswell, NM 88202-1838
TEL: 575.637.6202
575.624.6709

Regular City Council Meeting 22.
Meeting Date: 11/13/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Ordinance 25-06: Hold a public hearing to consider adopting proposed Ordinance 25-06: Amending Chapter 11 of the Roswell City Code Regarding Flood Damage Protection. (Heldenbrand/MacCornack)

BACKGROUND:
Initiated by: James MacCornack

City of Roswell had a Community Assistance Visit from FEMA personnel. During this visit, required updates were identified to the City Flood Damage Prevention Ordinance to enable the City to remain compliant with National Flood Insurance Program regulations. The proposed changes are directly from language in Code of Federal Regulations Title 44 and FEMA guidance documents. Proposed changes will not affect current process or procedures in flood plain administration.

FINANCIAL CONSIDERATION
None.

LEGAL REVIEW:
The City attorney has reviewed this ordinance.

BOARD AND COMMITTEE ACTION:
The Legal Committee recommended approval 4-0 at their meeting on September 25, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Ordinance 25-06 Flood Ordinance Amendments Red Line
Ordinance 25-06 Flood Ordinance Amendments - Clean

ORDINANCE 25-06

AN ORDINANCE OF THE CITY OF ROSWELL PROVIDING FOR FLOOD DAMAGE PROTECTION; AMENDING CHAPTER 11 OF THE ROSWELL CITY CODE, 1999; ESTABLISHING STANDARDS FOR NEW CONSTRUCTION, DEFINING NECESSARY TERMS, AND PROVIDING FOR ADMINISTRATION OF THIS ORDINANCE; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND FIXING AN EFFECTIVE DATE.

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

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

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

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

SECTION 1. Chapter 11 of the Roswell Code is amended as follows

ARTICLE II. FLOOD DAMAGE PREVENTION

DIVISION 1. GENERALLY

Sec. 11-6. Statutory authorization.

The legislature of the State of New Mexico has, in NMSA 1978, § 3-18-7, delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses.

Sec. 11-7. Findings of fact.

(a) The flood hazard areas of Roswell, New Mexico are subject to periodic inundation which results in the loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief; all of which adversely affect the public health, safety and general welfare.

(b) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands, because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

Sec. 11-8. Statement of purpose.

It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

(1) Protect human life and health;
(2) Minimize the expenditure of public money for costly flood control projects;
(3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
(4) Minimize prolonged business interruptions;
(5) Minimize damage to public facilities and utilities, such as water and gas mains, electric, telephone and sewer lines, and streets and bridges located in floodplains;
(6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood-blight areas; and
(7) Ensure that potential buyers are notified that property is in a flood area.

Sec. 11-9. Methods of reducing flood losses.

In order to accomplish its purposes, this article uses the following methods:

(1) Restricts or prohibits uses that are dangerous to health, safety or property in times of flood or cause excessive increases in flood heights or velocities;
(2) Requires that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
(3) Control the alteration of natural floodplains, stream channels and natural protective barriers which are involved in the accommodation of floodwaters;
(4) Control filling, grading, dredging and other development which may increase flood damage;
(5) Prevents or regulates the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Secs. 11-10—11-15. Reserved.

DIVISION 2. DEFINITIONS

Sec. 11-16. Definitions generally.

Unless specifically defined below, words or phrases used in this article shall be interpreted to give them the meaning they have in common usage and to give this article its most reasonable application:

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this article or a request for a variance.

Alluvial fan flooding means flooding occurring on the surface of an alluvial fan or similar land form which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Apex means a point on a alluvial fan or similar land form below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this article or a request for a variance.

Area of shallow flooding means a designated AO, AH or VO zone on a community's flood insurance rate map (FIRM) with a one-percent chance or greater annual chance of flooding to an average depth of one to three feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard is the land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year. The area may be designated as zone A on the flood hazard boundary map (FHBM). After detailed rate-making has been completed in preparation for publication of the FIRM, zone A usually is refined into zones A, AE, AH, AO, A1-99, VO, V 1-30, VE or V.

Base flood means the flood having a one-percent chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE) – The elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, AI-30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaliing or exceeding that level in any given year – also called the Base Flood.

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Critical feature means an integral and readily identifiable part of a flood protection system without which the flood protection provided by the entire system would be compromised.

Development means any manmade change in improved and unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating or drilling operations.

Elevated building means for insurance purposes, a nonbasement building, which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings or columns.

Existing construction means, for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.)

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters.
(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood hazard boundary map (FHBM) means an official map of a community on which the Federal Emergency Management Agency has delineated the boundaries of the flood and mudslide- (i.e., mudflow) related erosion areas having special hazards and which have been designated as Zone A, M and or E.

Flood insurance rate map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood insurance study is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the flood hazard boundary map.

Floodplain or flood-prone area means any land area susceptible to being inundated by water from any source (see definition of "flooding").

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood protection system means those physical structural works for which funds have been authorized, appropriated and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood-modifying works are those constructed in conformance with sound engineering standards.

Floodproofing means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce ~~to~~ or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway (regulatory floodway) means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historical structure means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

(4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

a. By an approved state program as determined by the Secretary of the Interior or;

b. Directly by the Secretary of the Interior in states without approved programs.

Levee means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirement of Section 60.3 of the National Flood Insurance Program Regulations.

Manufactured home means a structure transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes, the term "manufactured home" also includes park trailers, travel trailers and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes, the term "manufactured home" does not include park trailers, travel trailers and other similar vehicles.

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean sea level means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1988 or other datum to which base flood elevations shown on a community's flood insurance rate map are referenced.

New construction means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or

after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community, and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installations of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Recreation vehicle means a vehicle which is:

(1) Built on a single chassis;
(2) Four hundred square feet or less when measured at the largest horizontal projections;
(3) Designed to be self-propelled or permanently towable by a light duty truck; and
(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Public Law 97-348)) includes substantial improvement and means the date the building permit was issued; provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means a walled and roofed building, including a gas or liquid storage tank, that is principally aboveground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed 50 percent of the market value of the structure before damage occurred.

Substantial improvement means any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

(1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions; or

(2) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

Variance is a grant of relief to a person from the requirements of this article when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this article. (For full requirements, see Section 60.6 of the National Flood Insurance Program Regulations).

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certification or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4) or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Secs. 11-17—11-20. Reserved.

DIVISION 3. GENERAL PROVISIONS

Sec. 11-21. Lands to which this article applies.

This article shall apply to all areas of special flood hazard within the jurisdiction of Roswell, New Mexico.

Sec. 11-22. Basis for establishing the areas of special flood hazard.

The areas of special flood hazard, identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Chaves County, New Mexico, and Incorporated Areas, Volume 1 of 1," dated September 25, 2009, with accompanying Flood Insurance Rate Maps (FIRMs) dated September 25, 2009~~with accompanying flood insurance rate maps (FIRM), Map No. 350125CIND0A, dated September 25, 2009~~, are hereby adopted and declared to be a part of this article.

Sec. 11-23. Development permit required.

A floodplain development permit shall be required to ensure conformance with the provisions of this article.

Sec. 11-24. Compliance.

No structure or land shall hereafter be located, altered or have its use changed without full compliance with the terms of this article and other applicable regulations.

Sec. 11-25. Abrogation and greater restrictions.

This article is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this article and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 11-26. Interpretation.

In the interpretation and application of this article, all provisions shall be:

(1) Considered as minimum requirements;
(2) Liberally construed in favor of the governing body; and
(3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 11-27. Warning and disclaimer of liability.

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur, and flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made thereunder.

Secs. 11-28—11-30. Reserved.

DIVISION 4. ADMINISTRATION

Sec. 11-31. Designation of the floodplain administrator.

The city engineer is hereby appointed the floodplain administrator to administer and implement the provisions of this article and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.

Sec. 11-32. Duties and responsibilities of the floodplain administrator.

The duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

(1) Maintaining and holding open for public inspection all records pertaining to the provisions of this article.
(2) Reviewing permit applications to determine whether the proposed building site will be reasonably safe from flooding.
(3) Reviewing, approving or denying all applications for development permits required by the adoption of this article.
(4) Reviewing permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
(5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the floodplain administrator shall make the necessary interpretation.
(6) Notifying, in riverine situations, adjacent communities and the state coordinating agency, which is the state engineer's office, prior to any alteration or relocation of a watercourse and submitting evidence of such notification to the New Mexico Department of Homeland Security and Emergency Management Preparedness Bureau and the Federal Emergency Management Agency.
(7) Assuring that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.
(8) When base flood elevation data ~~is~~ has not been provided in accordance with section 11-22, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source in order to administer the provisions of division 5.
(9) When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements or other development (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM; unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
(10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in zones A1-30,

AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community first completes all of the provisions required by §65.12~~applies for a conditional FIRM revision through FEMA (conditional letter of map revision)~~.

Sec. 11-33. Permit procedures.

(a) The application for a floodplain development permit shall be presented to the floodplain administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate, drawn to scale, showing the location, dimensions and elevation of the proposed landscape alterations, the existing and proposed structures and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

(1) The elevation (in relation to mean sea level) of the lowest floor (including basement) of all new and substantially improved structures;
(2) The elevation (in relation to mean sea level) to which any nonresidential structure shall be floodproofed.
(3) A certificate from a registered professional engineer or architect that the nonresidential, floodproofed structure shall meet the floodproofing criteria of section 11-42;
(4) The description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of the proposed development;
(5) A record maintained of all such information in accordance with section 11-32(1).

(b) The approval or denial of a floodplain development permit by the floodplain administrator shall be based on all of the provisions of this article and the following relevant factors:

(1) The danger to life and property due to flooding or erosion damage;
(2) The susceptibility of the proposed facility and its contents to flood damage, and the effect of such damage on the individual owner;
(3) The danger that materials may be swept onto other lands to the injury of others;
(4) The compatibility of the proposed use with existing and anticipated development;
(5) The safety of access to the property in times of flood for ordinary and emergency vehicles;
(6) The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges, and public utilities and facilities, such as sewer, gas, electrical and water systems;
(7) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters, and the effects of wave action, if applicable, expected at the site;
(8) The necessity to the facility of a waterfront location, where applicable;
(9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
(10) The relationship of the proposed use to the comprehensive plan for that area.

Sec. 11-34. Variance procedures.

(a) The appeal board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this article.

(b) The appeal board shall hear and render judgment on an appeal only when it is alleged that there is an error in any requirement, decision or determination made by the floodplain administrator in the enforcement or administration of this article.

(c) Any person or persons aggrieved by the decision of the appeal board may appeal such decision in the courts of competent jurisdiction.

(d) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(e) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this article.

(f) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the relevant factors in section 11-33(b) of this division have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

(g) Upon consideration of the factors noted above and the intent of this article, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes and objectives of this article (division 1, section 11-8).

(h) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(i) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(j) Prerequisites for granting variances:

(1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(2) Variances shall only be issued upon:

a. Showing a good and sufficient cause;
b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.

(3) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
(k) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use, provided that:
(1) The criteria outlined in section 11-34(a) through (i) are met; and
(2) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

Secs. 11-35—11-40. Reserved.

DIVISION 5. PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 11-41. General standards.

In all areas of special flood hazard the following provisions are required for all new construction and substantial improvements:

(1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
(2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
(3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
(4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air-conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
(5) All new and replacement water supply systems shall be designed to minimize or eliminate the infiltration of floodwaters into the system;
(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate the infiltration of floodwaters into the systems and discharge from the systems into floodwaters; and

(7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

Sec. 11-42. Specific standards.

In all areas of special flood hazard where base flood elevation data have been provided, as set forth in sections 11-31, 11-32(8) and 11-43(d), the following provisions are required:

(1) Residential construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated to or above the base flood elevation. A registered professional engineer, architect or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection, as proposed in subsection 11-33(a)(1), is satisfied.

(2) Nonresidential construction. New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the base flood level or, together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall develop and/or review the structural design, specifications and plans for the construction and shall certify that the design and methods of construction are in accordance with accepted standards of practice, as outlined in this subsection. A record of such certification, which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed, shall be maintained by the floodplain administrator.

(3) Enclosures. New construction and substantial improvements with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

a. A minimum of two openings on separate walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

b. The bottom of all openings shall be no higher than one foot above grade.

c. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters.

(4) Manufactured homes.

a. Require that all manufactured homes to be placed within zone A shall be installed using methods and practices which minimize flood damage. For the purpose of this requirement, manufactured homes must be elevated and anchored to resist floatation, collapse or lateral movement. Methods of anchoring may include, but are not limited to, the use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

b. Require that all manufactured homes that are placed or substantially improved within zones A1-30, AH, AR and AE on the community's FIRM on sites:

1. Outside of a manufactured home park ~~of~~ or subdivision;
2. In a new manufactured home park or subdivision;
3. In an expansion to an existing manufactured home park or subdivision; or
4. In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

c. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with zones A1-30, AH, AE on the community's FIRM that are not subject to the provisions of subsection (4) of this section be elevated so either:

1. The lowest floor of the manufactured home is at or above the base flood elevation; or
2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(5) Recreational vehicles. Require that recreational vehicles placed on sites within zones A1-30, AH, and AE on the community's FIRM either:

a. Be on the site for fewer than 180 consecutive days;

b. Be fully licensed and ready for highway use; or

c. Meet the permit requirements of article IV, section 11-33(a), and the elevation and anchoring requirements for "manufactured homes" in subsection (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

Sec. 11-43. Standards for subdivision proposals.

(a) All subdivision proposals, including manufactured home parks and subdivisions, shall be consistent with sections 11-7 through 11-9 of this article.

(b) All proposals for the development of subdivisions, including manufactured home parks and subdivisions, shall meet the floodplain development permit requirements of sections 11-23 and 11-37 and the provisions of this division.

(c) Base flood elevation data shall be generated for subdivision proposals and other proposed development, including manufactured home parks and subdivisions, which is greater than 50 lots or five acres, whichever is less, if not otherwise provided pursuant to section 11-22 or section 11-36(8) of this article.

(d) All subdivision proposals, including manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.

(e) All subdivision proposals, including manufactured home parks and subdivisions, shall have public utilities and facilities, such as sewer, gas, electrical and water systems, located and constructed to minimize or eliminate flood damage.

Sec. 11-44. Standards for areas of shallow flooding (AO/AH zones).

Located within the areas of special flood hazard, established is section 11-22, are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one to three feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(1) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in the feet on the community's FIRM (at least two feet if no depth number is specified).

(2) All new construction and substantial improvements of nonresidential structures;

a. Have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified); or

b. Together with attendant utility and sanitary facilities, be designed so that below the base specified flood depth in an AO Zone, or below the Base Flood Elevation in an AH Zone, ~~flood level~~ the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads or the effects of buoyancy.

(3) A registered professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section, as proposed in section 11-33(a)(2), are

satisfied.

(4) Require within zones AH or AO adequate drainage paths around structures on slopes to guide floodwaters around and away from the proposed structures.
(Code 1984 § 10-51; Ord. No. 1320, 4-1999)

Sec. 11-45. Floodways.

Located within areas of special flood hazard, established in section 11-22, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

(1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development, within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would ~~unless certification by a registered professional engineer or architect is provided, demonstrating that encroachments shall~~ not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

(2) If section 11-23(1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this division.

(3) Under the provision of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by §65.12~~applies for a conditional FIRM and floodway revision through FEMA~~.

Sec. 11-46. Penalties for noncompliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violation of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than $500.00 or imprisoned for not more than five days, or both for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the City of Roswell from taking such other lawful action as is necessary to prevent or remedy any violation.

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

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

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

PASSED, ADOPTED, SIGNED and APPROVED ________, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

ORDINANCE 25-06

AN ORDINANCE OF THE CITY OF ROSWELL PROVIDING FOR FLOOD DAMAGE PROTECTION; AMENDING CHAPTER 11 OF THE ROSWELL CITY CODE, 1999; ESTABLISHING STANDARDS FOR NEW CONSTRUCTION, DEFINING NECESSARY TERMS, AND PROVIDING FOR ADMINISTRATION OF THIS ORDINANCE; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND FIXING AN EFFECTIVE DATE.

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

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

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

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

SECTION Chapter 11 of the Roswell Code is amended as follows

ARTICLE II. FLOOD DAMAGE PREVENTION

DIVISION 1. GENERALLY

Sec. 11-6. Statutory authorization.

The legislature of the State of New Mexico has, in NMSA 1978, § 3-18-7, delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses.

Sec. 11-7. Findings of fact.

(a) The flood hazard areas of Roswell, New Mexico are subject to periodic inundation which results in the loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief; all of which adversely affect the public health, safety and general welfare.

(b) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands, because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

Sec. 11-8. Statement of purpose.

It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

(1) Protect human life and health;
(2) Minimize the expenditure of public money for costly flood control projects;
(3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
(4) Minimize prolonged business interruptions;
(5) Minimize damage to public facilities and utilities, such as water and gas mains, electric, telephone and sewer lines, and streets and bridges located in floodplains;
(6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood-blight areas; and
(7) Ensure that potential buyers are notified that property is in a flood area.

Sec. 11-9. Methods of reducing flood losses.

In order to accomplish its purposes, this article uses the following methods:

(1) Restricts or prohibits uses that are dangerous to health, safety or property in times of flood or cause excessive increases in flood heights or velocities;
(2) Requires that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
(3) Control the alteration of natural floodplains, stream channels and natural protective barriers which are involved in the accommodation of floodwaters;
(4) Control filling, grading, dredging and other development which may increase flood damage;
(5) Prevents or regulates the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Secs. 11-10—11-15. Reserved.

DIVISION 2. DEFINITIONS

Sec. 11-16. Definitions generally.

Unless specifically defined below, words or phrases used in this article shall be interpreted to give them the meaning they have in common usage and to give this article its most reasonable application:

Alluvial fan flooding means flooding occurring on the surface of an alluvial fan or similar land form which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Apex means a point on a alluvial fan or similar land form below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this article or a request for a variance.

Area of shallow flooding means a designated AO, AH or VO zone on a community's flood insurance rate map (FIRM) with a one-percent chance or greater annual chance of flooding to an average depth of one to three feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard is the land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year. The area may be designated as zone A on the flood hazard boundary map (FHBM). After detailed rate-making has been completed in preparation for publication of the FIRM, zone A usually is refined into zones A, AE, AH, AO, A1-99, VO, V 1-30, VE or V.

Base flood means the flood having a one-percent chance of being equaled or exceeded in any given year.

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Critical feature means an integral and readily identifiable part of a flood protection system without which the flood protection provided by the entire system would be compromised.

Development means any manmade change in improved and unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating or drilling operations.

Elevated building means for insurance purposes, a nonbasement building, which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings or columns.

Existing construction means, for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.)

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood hazard boundary map (FHBM) means an official map of a community on which the Federal Emergency Management Agency has delineated the boundaries of the flood and mudslide- (i.e., mudflow) related erosion areas having special hazards and which have been designated as Zone A, M and or E.

Flood insurance rate map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood insurance study is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the flood hazard boundary map.

Floodplain or flood-prone area means any land area susceptible to being inundated by water from any source (see definition of "flooding").

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood protection system means those physical structural works for which funds have been authorized, appropriated and expended and which have been constructed specifically to modify

flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood-modifying works are those constructed in conformance with sound engineering standards.

Floodproofing means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway (regulatory floodway) means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historical structure means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
(3) Individually listed on state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
(4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
a. By an approved state program as determined by the Secretary of the Interior or;
b. Directly by the Secretary of the Interior in states without approved programs.

Levee means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirement of Section 60.3 of the National Flood Insurance Program Regulations.

Manufactured home means a structure transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes, the term "manufactured home" also includes park trailers, travel trailers and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes, the term "manufactured home" does not include park trailers, travel trailers and other similar vehicles.

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean sea level means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1988 or other datum to which base flood elevations shown on a community's flood insurance rate map are referenced.

New construction means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community, and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installations of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Recreation vehicle means a vehicle which is:

(1) Built on a single chassis;
(2) Four hundred square feet or less when measured at the largest horizontal projections;
(3) Designed to be self-propelled or permanently towable by a light duty truck; and
(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Public Law 97-348)) includes substantial improvement and means the date the building permit was issued; provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means a walled and roofed building, including a gas or liquid storage tank, that is principally aboveground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed 50 percent of the market value of the structure before damage occurred.

Substantial improvement means any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

(1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions; or
(2) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

Variance is a grant of relief to a person from the requirements of this article when specific enforcement would result in unnecessary hardship. A variance, therefore, permits

construction or development in a manner otherwise prohibited by this article. (For full requirements, see Section 60.6 of the National Flood Insurance Program Regulations).

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certification or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4) or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Secs. 11-17—11-20. Reserved.

DIVISION 3. GENERAL PROVISIONS

Sec. 11-21. Lands to which this article applies.

This article shall apply to all areas of special flood hazard within the jurisdiction of Roswell, New Mexico.

Sec. 11-22. Basis for establishing the areas of special flood hazard.

The areas of special flood hazard, identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Chaves County, New Mexico, and Incorporated Areas, Volume 1 of 1," dated September 25, 2009, with accompanying Flood Insurance Rate Maps (FIRMs) dated September 25, 2009, are hereby adopted and declared to be a part of this article.

Sec. 11-23. Development permit required.

A floodplain development permit shall be required to ensure conformance with the provisions of this article.

Sec. 11-24. Compliance.

No structure or land shall hereafter be located, altered or have its use changed without full compliance with the terms of this article and other applicable regulations.

Sec. 11-25. Abrogation and greater restrictions.

This article is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this article and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 11-26. Interpretation.

In the interpretation and application of this article, all provisions shall be:

(1) Considered as minimum requirements;
(2) Liberally construed in favor of the governing body; and
(3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 11-27. Warning and disclaimer of liability.

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur, and flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made thereunder.

Secs. 11-28—11-30. Reserved.

DIVISION 4. ADMINISTRATION

Sec. 11-31. Designation of the floodplain administrator.

The city engineer is hereby appointed the floodplain administrator to administer and implement the provisions of this article and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.

Sec. 11-32. Duties and responsibilities of the floodplain administrator.

The duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

(1) Maintaining and holding open for public inspection all records pertaining to the provisions of this article.
(2) Reviewing permit applications to determine whether the proposed building site will be reasonably safe from flooding.

(3) Reviewing, approving or denying all applications for development permits required by the adoption of this article.
(4) Reviewing permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
(5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the floodplain administrator shall make the necessary interpretation.
(6) Notifying, in riverine situations, adjacent communities and the state coordinating agency, which is the state engineer's office, prior to any alteration or relocation of a watercourse and submitting evidence of such notification to the New Mexico Department of Homeland Security and Emergency Management Preparedness Bureau and the Federal Emergency Management Agency.
(7) Assuring that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.
(8) When base flood elevation data has not been provided in accordance with section 11-22, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source in order to administer the provisions of division 5.
(9) When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements or other development (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM; unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
(10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community first completes all of the provisions required by §65.12.

Sec. 11-33. Permit procedures.

(a) The application for a floodplain development permit shall be presented to the floodplain administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate, drawn to scale, showing the location, dimensions and elevation of the proposed landscape alterations, the existing and proposed structures and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

(1) The elevation (in relation to mean sea level) of the lowest floor (including basement) of all new and substantially improved structures;

(2) The elevation (in relation to mean sea level) to which any nonresidential structure shall be floodproofed.
(3) A certificate from a registered professional engineer or architect that the nonresidential, floodproofed structure shall meet the floodproofing criteria of section 11-42;
(4) The description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of the proposed development;
(5) A record maintained of all such information in accordance with section 11-32(1).

(b) The approval or denial of a floodplain development permit by the floodplain administrator shall be based on all of the provisions of this article and the following relevant factors:

(1) The danger to life and property due to flooding or erosion damage;
(2) The susceptibility of the proposed facility and its contents to flood damage, and the effect of such damage on the individual owner;
(3) The danger that materials may be swept onto other lands to the injury of others;
(4) The compatibility of the proposed use with existing and anticipated development;
(5) The safety of access to the property in times of flood for ordinary and emergency vehicles;
(6) The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges, and public utilities and facilities, such as sewer, gas, electrical and water systems;
(7) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters, and the effects of wave action, if applicable, expected at the site;
(8) The necessity to the facility of a waterfront location, where applicable;
(9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
(10) The relationship of the proposed use to the comprehensive plan for that area.

Sec. 11-34. Variance procedures.

(a) The appeal board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this article.

(b) The appeal board shall hear and render judgment on an appeal only when it is alleged that there is an error in any requirement, decision or determination made by the floodplain administrator in the enforcement or administration of this article.

(c) Any person or persons aggrieved by the decision of the appeal board may appeal such decision in the courts of competent jurisdiction.

(d) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(e) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this article.

(f) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the relevant factors in section 11 -33(b) of this division have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

(g) Upon consideration of the factors noted above and the intent of this article, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes and objectives of this article (division 1, section 11-8).

(h) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(i) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(j) Prerequisites for granting variances:

(1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(2) Variances shall only be issued upon:

a. Showing a good and sufficient cause;
b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.

(3) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
(k) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use, provided that:
(1) The criteria outlined in section 11-34(a) through (i) are met; and

(2) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

Secs. 11-35—11-40. Reserved.

DIVISION 5. PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 11-41. General standards.

In all areas of special flood hazard the following provisions are required for all new construction and substantial improvements:

(1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
(2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
(3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
(4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air-conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
(5) All new and replacement water supply systems shall be designed to minimize or eliminate the infiltration of floodwaters into the system;
(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate the infiltration of floodwaters into the systems and discharge from the systems into floodwaters; and
(7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

Sec. 11-42. Specific standards.

In all areas of special flood hazard where base flood elevation data have been provided, as set forth in sections 11-31, 11-32(8) and 11-43(d), the following provisions are required:

(1) Residential construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated to or above the base flood elevation. A registered professional engineer, architect or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection, as proposed in subsection 11-33(a)(1), is satisfied.

(2) Nonresidential construction. New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor

(including basement) elevated to or above the base flood level or, together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall develop and/or review the structural design, specifications and plans for the construction and shall certify that the design and methods of construction are in accordance with accepted standards of practice, as outlined in this subsection. A record of such certification, which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed, shall be maintained by the floodplain administrator.

(3) Enclosures. New construction and substantial improvements with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

a. A minimum of two openings on separate walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

b. The bottom of all openings shall be no higher than one foot above grade.

c. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters.

(4) Manufactured homes.

a. Require that all manufactured homes to be placed within zone A shall be installed using methods and practices which minimize flood damage. For the purpose of this requirement, manufactured homes must be elevated and anchored to resist floatation, collapse or lateral movement. Methods of anchoring may include, but are not limited to, the use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

b. Require that all manufactured homes that are placed or substantially improved within zones A1-30, AH, AR and AE on the community's FIRM on sites:

1. Outside of a manufactured home park or subdivision;
2. In a new manufactured home park or subdivision;
3. In an expansion to an existing manufactured home park or subdivision; or
4. In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood

elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

c. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with zones A1-30, AH, AE on the community's FIRM that are not subject to the provisions of subsection (4) of this section be elevated so either:

1. The lowest floor of the manufactured home is at or above the base flood elevation; or
2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(5) Recreational vehicles. Require that recreational vehicles placed on sites within zones A1-30, AH, and AE on the community's FIRM either:

a. Be on the site for fewer than 180 consecutive days;

b. Be fully licensed and ready for highway use; or

c. Meet the permit requirements of article IV, section 11-33(a), and the elevation and anchoring requirements for "manufactured homes" in subsection (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

Sec. 11-43. Standards for subdivision proposals.

(a) All subdivision proposals, including manufactured home parks and subdivisions, shall be consistent with sections 11-7 through 11-9 of this article.

(b) All proposals for the development of subdivisions, including manufactured home parks and subdivisions, shall meet the floodplain development permit requirements of sections 11-23 and 11-37 and the provisions of this division.

(c) Base flood elevation data shall be generated for subdivision proposals and other proposed development, including manufactured home parks and subdivisions, which is greater than 50 lots or five acres, whichever is less, if not otherwise provided pursuant to section 11-22 or section 11-36(8) of this article.
(d) All subdivision proposals, including manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.

(e) All subdivision proposals, including manufactured home parks and subdivisions, shall have public utilities and facilities, such as sewer, gas, electrical and water systems, located and constructed to minimize or eliminate flood damage.

Sec. 11-44. Standards for areas of shallow flooding (AO/AH zones).

Located within the areas of special flood hazard, established is section 11-22, are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one to three feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(1) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in the feet on the community's FIRM (at least two feet if no depth number is specified).

(2) All new construction and substantial improvements of nonresidential structures;

a. Have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified); or
b. Together with attendant utility and sanitary facilities, be designed so that below the base specified flood depth in an AO Zone, or below the Base Flood Elevation in an AH Zone, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads or the effects of buoyancy.

(3) A registered professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section, as proposed in section 11-33(a)(2), are satisfied.

(4) Require within zones AH or AO adequate drainage paths around structures on slopes to guide floodwaters around and away from the proposed structures.
(Code 1984 § 10-51; Ord. No. 1320, 4-1999)

Sec. 11-45. Floodways.

Located within areas of special flood hazard, established in section 11-22, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

(1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development, within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

(2) If section 11-23(1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this division.

(3) Under the provision of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by §65.12.

Sec. 11-46. Penalties for noncompliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violation of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than $500.00 or imprisoned for not more than five days, or both for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the City of Roswell from taking such other lawful action as is necessary to prevent or remedy any violation.

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

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

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

PASSED, ADOPTED, SIGNED and APPROVED ________, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

Regular City Council Meeting 23.
Meeting Date: 11/13/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Approval to advertise RFP 26-002 for Design Professional Services for flood-related projects (DR-4843NM). (Heldenbrand/Rogers)

BACKGROUND:
Initiated by: Mac Rogers

This request is for approval to advertise RFP 26-002 for Design Professional Services for flood-related projects (DR-4843NM). The city is requesting architecture and engineering firms to submit proposals for the purposes of developing plans to repair city-wide flood damages and incorporate hazard mitigation measures where necessary as a result of the October 19th, 2024, flood event that required a FEMA public assistance claim.

FINANCIAL CONSIDERATION
Fees for services are established following a qualifications-based selection and contract negotiation process.

LEGAL REVIEW:
The October 23, 2025, Legal Committee has reviewed this item.

BOARD AND COMMITTEE ACTION:
The October 23, 2025, Legal Committee voted (5-0) to refer to the City Council regular agenda items.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

RFP Scope of Work

DRAFT SCOPE OF WORK

CITY OF ROSWELL

REQUEST FOR PROPOSALS

RFP: 26-002

Design Professional Services for Flood Related Projects (DR-4843NM)

RFP Issue Date: 11/16/2025

PROPOSAL DUE:
12/16/2025 2:00 PM

PURCHASING DEPARTMENT
425 N. RICHARDSON
ROSWELL, NM 88203

DRAFT SCOPE OF WORK

PURPOSE OF THIS REQUEST FOR PROPOSAL

The City of Roswell, New Mexico invites qualified design professional service (architecture and engineering) firms to submit proposals for the purposes of developing plans to repair city wide flood damages and incorporate building resiliency measures where necessary. The October 19th, 2024 flood event resulted in a FEMA public assistance claim (DR-4843NM) where the total estimated damages exceed $200 Million. The damage includes several prominent buildings located within a special flood hazard area. Significant portions of the stone masonry walls in the Spring River channel as well the walking trail along the river were washed out by the flood event. The focus of this work will be to provide alternative options and cost estimates to retrofit, renovate, and mitigate future damage. All plans and specifications will be to bring the buildings and/or other damages back to pre-flood condition, meet flood hazard mitigation standards, and provide options to prevent future events.

BACKGROUND

The City of Roswell intends to enter into separate Professional Services Agreements with one or more selected firms for A&E services. Prospective offerors agree to perform all design and engineering services in compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including, without limitation, all applicable requirements of Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder) (collectively the "ADA"), and all applicable requirements contained within this RFP. This includes any and all compliance with 2 Code of Federal Regulations (CFR) Part 200. Prior to completing any final engineering or construction level documents for the above-described damage, the successful offeror shall furnish all tools, labor, materials services, insurance, notifications, and licenses/certificates. The scope of services and potential disciplines for this work may include but is not limited to the following: Civil Engineering, Land Surveying & Mapping, Environmental, Water and Wastewater, Transportation, Structural, Geotechnical, Landscape Architecture, Stormwater, Construction Management, and Construction Engineering Inspection.

SCOPE OF WORK

The City requires the selected design professional to perform the following services:

The initial scope of work for this solicitation is to evaluate and provide resilient options for flood damaged City buildings and properties. The selected A&E firm will provide all engineering, architectural, and related services necessary for the proper execution of the project, this includes, without limitation to the following which are planned to begin soon after award:

Project Number	Title	Square Feet
806257	Category E - Museum & Art Center	49,250 SF
806258	Category E - Adult Center Building Repair	29,985 SF
806259	Category E - Boy Scout Building Damage	1,665 SF
806261	Category E - Convention and Civic Center Building	46,118 SF
806262	Category E - Parks & Recreation Office / IT Building	5,200 SF
806263	Category E - Cahoon Park Tennis Pro Shop Building	1,200 SF

The above buildings sustained extensive flooding damage to all structures as about 5-7 FT of rushing water entered the building(s) causing major damages to the floor, wood walls, dry walls, windows, doors, electrical system, outlets, etc. The proposed project(s) would include an update of the existing building space program to incorporate applicable codes and standards (C&S) that differ from the existing facility. FEMA policy requires a clear citation of any difference listing the impact with applicable C&S chapter and verse. The A&E services may include preliminary, design, bidding/negotiation, project closeout, additional or special services. We are looking for simple bid documents that clearly identify the damaged locations with engineered design solutions to help us navigate and report to state and federal agencies. Plan review by the City of Roswell will be needed at 30%, 60%, 90% and 99% pre signature plans with probable construction cost estimates expected at each phase of design enumerated above.

PRJOECT AND PHASE REQUIREMENTS:

Preliminary

This phase involves those activities required for defining the scope of a project and establishing preliminary requirements.

The consultant team shall review damaged sites and preliminary damage estimates, then develop a restoration plan that follows damage descriptions as described by FEMA and the State of New Mexico per the owner supplied “Damage Descriptions”. Repairing a site to pre-event conditions is our initial design task following Public Assistance (PA) requirements along with an Engineers estimate of probable costs. This may require a

preliminary analysis on the feasibility of flood proofing as well as the aforementioned analysis of codes and standards.

The Consultant team will coordinate with the Owner on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters. This is to ensure that the Design Professional and Owner have a mutual understanding of the project's goals and constraints including budget. This work may include a formal programming statement with a building utilization study. A programming statement requires that the Design Professional has visited the site, became familiar with the local conditions, has correlated observations with current code requirements and life safety needs, and has a clear understanding of all observable and reasonably ascertainable existing conditions for the Project.

The consultant may be required to provide a preliminary analysis on the feasibility of flood proofing buildings. Analysis should include establishment of the design flood elevations, capacity of the existing structures to withstand hydrostatic forces, evaluation of modifications to existing windows below the design flood elevation to withstand hydrostatic forces, flood gates, evaluating entryways, and structural modifications to prevent flood waters from entering the buildings. This includes elevating critical equipment such as electrical gear. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for 406 hazard mitigation design considerations.

Design

This phase includes all activities required to undertake and accomplish a full and complete project design.

This may require developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and performing architectural, engineering, and special environmental studies.

The deliverable, construction documents, shall include written and graphic elements indicating contracting requirements, specifications and contract drawings. The construction documents may include the following consultant disciplines: Architectural, Civil, Landscaping, Mechanical, Electrical.

In situations where Hazard mitigation is needed, work cannot begin on Hazard Mitigation (HM) components until FEMA has approved the initial PA design and estimates. Upon FEMA approval of PA provide a 406 HM (Construction Alternate Bid) design solution that mitigates the damaged location from happening again in a future disaster. Costs for the Hazard Mitigation may go up to 90% of the initial cost estimate or up to 99% of the estimated quantities. 406 HM components must be clearly delineated and separate from

PA components so FEMA can see the difference between the two. They are not mutually exclusive, and the estimated cost takes priority over quantities.

Bidding/Negotiation

This phase, at a minimum, assisting the owner in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts, and preparing contract documents. Consultant shall support the bid process by attending the pre-bid meeting with contractors, preparing addenda as needed, evaluating the bids in a timely manner, and assist City staff in making a recommendation for contract award. Consultant to list in the RFP or ITB response any necessary permits (local, state, federal). Preparation and submission of all necessary permits shall be included in the scope of services provided. Permitting fees will be paid by the City of Roswell.

Construction

This phase includes all basic services rendered after the award of a construction contract including, but not limited to:

Providing consultation and advice to the owner during all phases of construction.

Providing on site construction inspection and management, attend regularly scheduled progress meetings and provide appropriate reports to the owner.

Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept/drawings.

Reviewing, analyzing, and accepting laboratory and mill test reports of materials and equipment.

Preparing and negotiating change orders and supplemental agreements.

Observing or reviewing performance tests required by specifications.

Determining amounts owed to contractors and assisting Sponsors in the preparation of payment requests for amounts reimbursable from grant projects.

Conducting wage rate reviews of certified payrolls.

Project Closeout

This phase includes all basic services rendered after the completion of substantial completion, including, but not limited to:

Making final inspections and submitting punch-lists and a report of the completed project to the Sponsor.

Providing record drawings.

Preparing summary of material testing report.

Preparing summary of project change orders.

Preparing grant amendment request and associated justification, if applicable.

Obtaining release of liens from all contractors.

Additional or Special Services

Performing other such engineering and/or design services City determines necessary or appropriate for the completion of the Project including but not limited to:

Project feasibility studies.

Assist Owner in preparing furniture, fixtures, and equipment (FF&E) specifications for procurement purposes.

Public information and community involvement surveys, studies, and activities

Assisting the Sponsor in the preparation of necessary applications for local, State, and Federal grants.

EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

	Evaluation Criteria	Possible Points
(1)	Specialized design and technical competence of the business	20
(2)	Capacity and capability of the business to perform the work, including any specialized services, within the time limitations.	15
(3)	Record performance on contracts with government agencies and private industry with respect to such factors as control costs, quality of work, and ability to meet schedules	20
(4)	Proximity to or familiarity with the area in which the project is located	15
(5)	The volume of work previously done by the entity requesting proposals that is not 75% complete with respect to basic professional design services	5
(6)	Evidence of understanding of the scope of work	25

Anticipated Schedule

Action	Date
1.Issue of RFP	11/16/2025
2. Acknowledgement of Receipt Form	12/01/2025
3.Deadline to Submit Additional Questions	12/01/2025
4.Response to Written Questions/RFP Addendum	12/05/2025
5.Submission of Proposal 2:00 PM	12/16/2025
6. Proposal Evaluation	12/19/2025
7. Recommendation to Committee	01/08/2025
8. Recommendation to Award to City Council	01/08/2025
9. Notice of Award	01/09/2025
10.Protest Deadline	01/23/2025
11.Contract Executed	01/24/2025

Regular City Council Meeting 24.
Meeting Date: 11/13/2025
COMMITTEE: N/A
CONTACT: James MacCornack **CHAIR:** Mayor Pro Tem

ACTION REQUESTED:
Approval for Ramon Zapata (Engineering Technician) to exceed $1,500 in travel reimbursements this current fiscal year, per Resolution 24-55. Halvorson/MacCornack)

BACKGROUND:
Initiated by: James MacCornack

Mr. Zapata has been attending certification courses through the Associated Contractors of New Mexico (ACNM) in Albuquerque to obtain the necessary certifications for the City of Roswell materials testing laboratory. These certifications are essential for maintaining compliance and allowing the City to continue performing in-house testing for construction materials.

To date, Mr. Zapata has participated in several sessions under this program and will be attending six additional training classes to complete certifications in Concrete, Asphalt, and Densometer Testing. These trainings are critical to ensure that the City maintains qualified personnel for materials testing and minimizes the need for outsourced services.

The total travel reimbursements for Mr. Zapata are expected to exceed the $1,500 per fiscal year limit; therefore, this request is being submitted for City Council review and approval in compliance with Resolution 24-55.

FINANCIAL CONSIDERATION
It is anticipated that the six additional classes will cost approximately $3,500. Current Engineering training budget balance is $7,385.38.

LEGAL REVIEW:
Not required for this agenda item

BOARD AND COMMITTEE ACTION:
This is the first time this item will be considered.

STAFF RECOMMENDATION:
Consider approval for Ramon Zapata (Engineering Technician) to exceed $1,500 in travel reimbursements this current fiscal year per Resolution 24-55

Attachments

Ramon Zapata Travel Memo

ROSWELL

Engineering

To: Mayor and City Council

From: James MacCornack, Director of Engineering & Infrastructure

Date: October 29, 2025

Subject: Travel Reimbursement Request – Ramon Zapata (Resolution 24-55)

In accordance with Resolution 24-55, which requires prior approval for any individual receiving more than $1,500 in travel reimbursements within a single fiscal year, this memo serves as the written request for Mr. Ramon Zapata.

Mr. Zapata has been attending certification courses through the Associated Contractors of New Mexico (ACNM) in Albuquerque to obtain the necessary certifications for the City of Roswell materials testing laboratory. These certifications are essential for maintaining compliance and allowing the City to continue performing in-house testing for construction materials.

To date, Mr. Zapata has participated in several sessions under this program and will be attending six additional training classes to complete certifications in Concrete, Asphalt, and Densometer Testing. These trainings are critical to ensure that the City maintains qualified personnel for materials testing and minimizes the need for outsourced services.

The total travel reimbursements for Mr. Zapata are expected to exceed the $1,500 per fiscal year limit; therefore, this request is being submitted for City Council review and approval in compliance with Resolution 24-55.

Please let me know if additional information or documentation is needed.

Respectfully,

James MacCornack,
Director of Engineering & Infrastructure

PO Box 1838
Roswell, NM 88202-1838
TEL: 575.637.6250

Regular City Council Meeting 25.
Meeting Date: 11/13/2025
COMMITTEE: N/A
CONTACT: Hessel Yntema **CHAIR:** Juliana Halvorson

ACTION REQUESTED:
Approve Sergeant Trong Nguyen to exceed the $1,500 limit in travel reimbursements for the current fiscal year, in accordance with Resolution 24-55.(Halvorson/Bateman)

BACKGROUND:
Initiated by: Chief Lance Bateman

Sgt. Nguyen will be traveling to Uncasville, Connecticut, from December 1 through December 5, 2025, to attend the Use of Force Summit. This summit provides critical training and updates on national best practices, legal standards, and advanced review processes regarding police use of force.

Attendance at this summit will directly benefit both Sgt. Nguyen and the Roswell Police Department, as he serves as a member of the department's Use of Force Board. The knowledge and insights gained from this conference will enhance his ability to evaluate incidents, ensure compliance with policy and law, and contribute to the department's ongoing commitment to transparency and accountability.

At this time, no additional travel is planned for Sgt. Nguyen; however, there is a possibility that future travel may occur within this fiscal year if further training opportunities or professional development needs arise related to his role as the Support Services Sergeant, Firearms and General Instructor, Use of Force board member, and SWAT Team member.

Sgt. Nguyen's travel reimbursements are expected to exceed the $1,500 per fiscal year limit; therefore, this request is being submitted for City Council review and approval in compliance with Resolution 24-55.

FINANCIAL CONSIDERATION
The current travel budget balance is $48,466.67.

LEGAL REVIEW:
Not required for the item.

BOARD AND COMMITTEE ACTION:
This is the first time this item will be considered.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Reimbursement for Travel - Sergeant Nguyen

Roswell Police Department

CHIEF LANCE BATEMAN

MEMORANDUM

To: Mayor and City Council
From: Chief Lance Bateman
Date: 10/27/2025
Subject: Travel reimbursement request – Sergeant Trong Nguyen (Resolution 24-55)

In accordance with Resolution 24-55, which requires prior approval for any individual receiving more than $1,500 in travel reimbursements within a single fiscal year, this memo serves as the written request for Sgt. Trong Nguyen.

Sgt. Nguyen will be traveling to Uncasville, Connecticut, from **December 1 through December 5, 2025**, to attend the **Use of Force Summit**. This summit provides critical training and updates on national best practices, legal standards, and advanced review processes regarding police use of force.

Attendance at this summit will directly benefit both Sgt. Nguyen and the Roswell Police Department, as he serves as a **member of the department's Use of Force Board**. The knowledge and insights gained from this conference will enhance his ability to evaluate incidents, ensure compliance with policy and law, and contribute to the department's ongoing commitment to transparency and accountability.

At this time, **there is no additional travel planned for Sgt. Nguyen**; however, **there is a possibility that future travel may occur within this fiscal year** if further training opportunities or professional development needs arise related to his role as **the Support Services Sergeant, Firearms and General Instructor, Use of Force board member, and SWAT Team member**.

Sgt. Nguyen's travel reimbursements are expected to exceed the $1,500 per fiscal year limit; therefore, this request is being submitted for City Council review and approval in compliance with Resolution 24-55.

Please let me know if additional information or documentation is needed.

Respectfully,

Chief Lance Bateman

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Regular City Council Meeting 26.
Meeting Date: 11/13/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 25-56: adoption of Resolution 25-56: Creating the Roswell Flood Recovery Taskforce. (Corn/Cortez)

BACKGROUND:
Initiated by: Councilor Chris Cortez

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

FINANCIAL CONSIDERATION:
None at this time.

LEGAL REVIEW:
No legal review at this time.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at its meeting on November 6, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Resolution 25-56 Creating the Roswell Flood Recovery Taskforce

RESOLUTION 25-56
A RESOLUTION CREATING THE ROSWELL FLOOD RECOVERY TASKFORCE

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

WHEREAS, the City of Roswell adopted on March 28, 2025, Ordinance 25-02: An Ordinance Adopting a Municipal Flood Recovery Gross Receipts Tax to increase the Gross Receipts Tax (GRT) for flood damage repairs starting on July 1, 2025, *and*

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

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

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

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

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

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

2. Purpose and authority;

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

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

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

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

4. Taskforce meetings shall be held at a date, time, and location designated by the Taskforce in coordination with assisting staff. The City Manager or designee shall attend and participate in all meetings as an ex officio member. Staff shall make public municipal records available expeditiously for Taskforce members upon request. The Taskforce shall keep minutes of the meeting and shall present those minutes for review and approval by the Taskforce during its next regular meeting.

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

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

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

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

[Signatures Follow on Next Page]

DRAFT

PASSED, ADOPTED, SIGNED, and APPROVED November 13, 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

DRAFT

Regular City Council Meeting
Meeting Date: 11/13/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Ordinance 25-XX: Authorize to advertise for a public hearing Ordinance 25-XX: An Ordinance for the sale of Real Property. (Todd Verciglio)

BACKGROUND:
Initiated by: Todd Verciglio

The property is located at 212 E 12th Street, Roswell, Chaves County, New Mexico.

This property was used in the past by the Parks Department.

FINANCIAL CONSIDERATION:
The total purchase price for the property shall be $36,000. This property was independently appraised at $36,000 for 1.25 Acres.

LEGAL REVIEW:
The City Attorney prepared the Purchase and Sale Contract, and this item was submitted to Legal for review at the October 23rd meeting.

BOARD AND COMMITTEE ACTION:
At the October 23rd Legal Committee meeting, this item had one revision added to the sales contract and was passed to the Consent Agenda 5-0.
The document: Edits from Legal-DRAFT-Purchase and Sale Agreement 212 E 12th Street is also attached.

STAFF RECOMMENDATION:
Ordinance 25-XX: Authorize to advertise for a public hearing Ordinance 25-XX: An Ordinance for the sale of Real Property.

Attachments
SIGNED PREDETERMINATION LETTER-212 E 12TH STREET
Offer Letter to Purchase-212 E 12th Street $36K
McClelland 212 E 12th Appraisal
Purchasing and Selling of Real Property ORDINANCE to Jeff MIller
Purchase and Sale Agreement 212 E 12th Street (1)
Edits from Legal-DRAFT-Purchase and Sale Agreement 212 E 12th Street

ROSWELL believe.

City of Roswell

Office of the Mayor

PREDETERMINATION COMMUNICATION

From: 6-12-25

Timothy Z. Jennings, Mayor Chad Cole, City Manager

RE: Subd: NORTH SPRING RIVER Block: 16 Lot: S 1 THRU 7 LESS RIVER Quarter: NW S: 33 T: 10S R: 24E BK: 406 PG: 592 QCD. Commonly Known as 212 E 12th Street-Old Parks & Recreation Building.

Esteemed Members of the Legal Committee & City Council,

This communication is sent to your pursuant Ordinance 24-03, and New Mexico Statutes Chapter 3 - Municipalities Article 54 - Sale or Lease of Property Section 3-54-1 Authority to sell or lease municipal utility facilities or real property; notice; referendum.

The Mayor and City Manager determined and concur that the land subject to sale regarding approximately 1.25 acres located at 212 E 12th Street Roswell, NM 88201, has no existing or future municipal purpose. We believe that sale of such land is in the interest of the City financially and economically, and will lead to better use than the currently vacant plot. Please feel free to contact either of us with any questions.

Timothy Z. Jennings, Mayor

Chad Cole, City Manager

6/12/2025

Offer To Purchas

Todd Verciglio
500 N Main Street suite 100
Roswell, NM 88201

Re: Lots 1 through 7, Block 16, North
Spring River Addition to the City of Roswell, Chaves County, New Mexico as filed for record on May 23, 1889 referred to as 212 E 12th street Roswell, NM

Dear Mr. Verciglio,

This is to express my firm off to buy the above stated property.
Purchase Price: $36,000

Offeror:
Jeffrey Miller
7103 Forestview Dr.
Arlington, TX 76016

A Summary Appraisal

Of A

Commercial Property

Located at

212 East Twelfth

In

Roswell, New Mexico

For

The City of Roswell

By

Ed McClelland, Appraiser
General Certificate NM 171-G
701 South Cedar Avenue
Roswell, New Mexico 88203
Voice (575) 624-2828
Email mcclelland@zianet.com

Ed McClelland & Co.

P.O. Box 896
Roswell, NM 88202-0896
Phone (575) 624-2828
Mobile (575) 420-2546
mcclelland@zianet.com

March 12, 2025

Mr. Todd Verciglio
City of Roswell
500 North Main, Suite 100
Roswell, NM 88201

RE: City of Roswell Property at 212 East Twelfth

Dear Mr. Verciglio

Pursuant to your request, I have inspected and appraised the former City of Roswell Parks and Recreation Department Shop Building and land located at 212 East Twelfth Street in Roswell.

This specific property is located at the single most flood prone site in town per observations from the recent flooding. The raised railroad track bed and trestle proved to act as a dam in the subject neighborhood whose primary outlet to the east was the opening and trestle located next to the southeast corner of the subject site. Several vehicles that washed downstream from the Convention Center and Roswell Ford wound up in the Hondo Riverbed on the south edge of the subject site.

The subject property is obviously in the local flood hazard zone and is directly affected by the FEMA 50% rebuild rule. National laws would prevent an owner from repairing or rebuilding subject unless it were rebuilt to withstand flooding and meet any applicable building codes. As a practical matter, lenders would not be allowed to loan on the property unless it was rebuilt to flood hazard prevention requirements and an owner could not get a building permit to rebuild the property without meeting new codes even if he could do so with cash out of pocket. One could argue that the value of the subject land is less than a bare site value because existing "improvements" must be demolished and removed from the site in the near term.

Land values seldom go down, however, the emerging truth from our recent flood is that our flood zone designations probably do not fully reflect current flooding risks and that some properties should not be rebuilt on some high flood risk sites unless they are built with adequate flood risk mitigation features. The subject property was designated as a flood zone location before the recent flood.

I hereby submit my value conclusion for the subject property and a summary of my analyses which led to my value conclusion. This report is subject to specific appraisal certifications, assumptions, and limiting conditions included in the addenda of the report. I have specifically assumed that the reality of flooding of the subject property cannot be ignored and that future development and use of the subject property would be an iffy proposition.

My appraisal analysis utilized variations of the Cost Approach to reflect various scenarios and their resulting value estimates. I estimate that demolition and disposal of the existing facility will cost no less than $10,000. My final current market value conclusion for subject is $36,000 which is the value of the subject site less the cost of demolition and disposal of the existing improvements. At this point in time, my understanding of governmental regulations after a major flooding event is that even if a property owner wanted to rebuild subject, because remodeling costs would exceed 50% of the improvement value before the flood; the subject property would have to be brought up to flood hazard mitigation standards which would probably mean a new building would have to be built dock high.

The good central location of subject might motivate redevelopment in the foreseeable future; however, I doubt very much that the subject site will be put to full use in the next ten years.

After a careful analysis of the subject property , I have concluded that the As Is Market Value of the fee simple interest in the subject property, estimated as of February 28, 2025 was

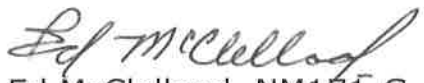
$36,000

THIRTY SIX THOUSAND DOLLARS

The City has the equipment and personnel to tear down the subject building and dispose of the construction debris. If the property is not sold in the near term, I recommend that the building demolition be done on a time available basis by city crews.

Please do not hesitate to call on me if I can be of further assistance.

Respectfully submitted,



Ed McClelland, NM171-G

IDENTIFICATION OF THE PROPERTY

The subject property consists of a 50-year-old office and shop building located on a commercially zoned site. The building is addressed as 212 East Twelfth in Roswell, New Mexico. It may also have been called 210 or 214 East 12th in the past. The tax assessor records do not show a street address.

The subject property is legally described as Lots 1 through 7, Block 16, North Spring River Addition to the City of Roswell, Chaves County, New Mexico as filed for record on May 23, 1889; Less portions of Lots 4, 5 , 6 & 7 that have been vacated or otherwise dedicated for the North Spring River Channel and the Roswell hike and bike path.

Part of the currently fenced site includes all of the alley in Block 16 lying north of the bike trail and North Spring River Channel and approximately the easterly 28 feet of Lots 9 to 14 inclusive that are actually part of the Schertz property. The north fence also includes part of the public Right of Way for East Twelfth.

The current owner of the subject property is the City of Roswell. Adjacent owner Morris Schertz acquired the former Little Theatre Property from the Little Theatre group on March 28, 2001. A survey of the subject block was made and filed in Survey Book 12 at page 46. No mention of an alley vacation or the encroachments by the city show on that survey.



PURPOSE AND INTENDED USE OF THE APPRAISAL

The purpose of this appraisal is to estimate the "Market Value" of the fee simple interest in the subject property.

"MARKET VALUE" is defined as:

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their best interest;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto;
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition is quoted from the Office of the Comptroller of the Currency Regulation 12 C.F.R. Part 34.42 (g):55 Federal Register 12202, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994, and is the commonly adopted market value definition for banks and agencies that regulate federally insured financial institutions in the United States at this time.

The intended use of this appraisal is advise City officials of the vale and probable obtainable price for the subject property in a sale. The intended users are City of Roswell government leaders. The effective date of this appraisal was February 28, 2025.

SCOPE OF THE APPRAISAL

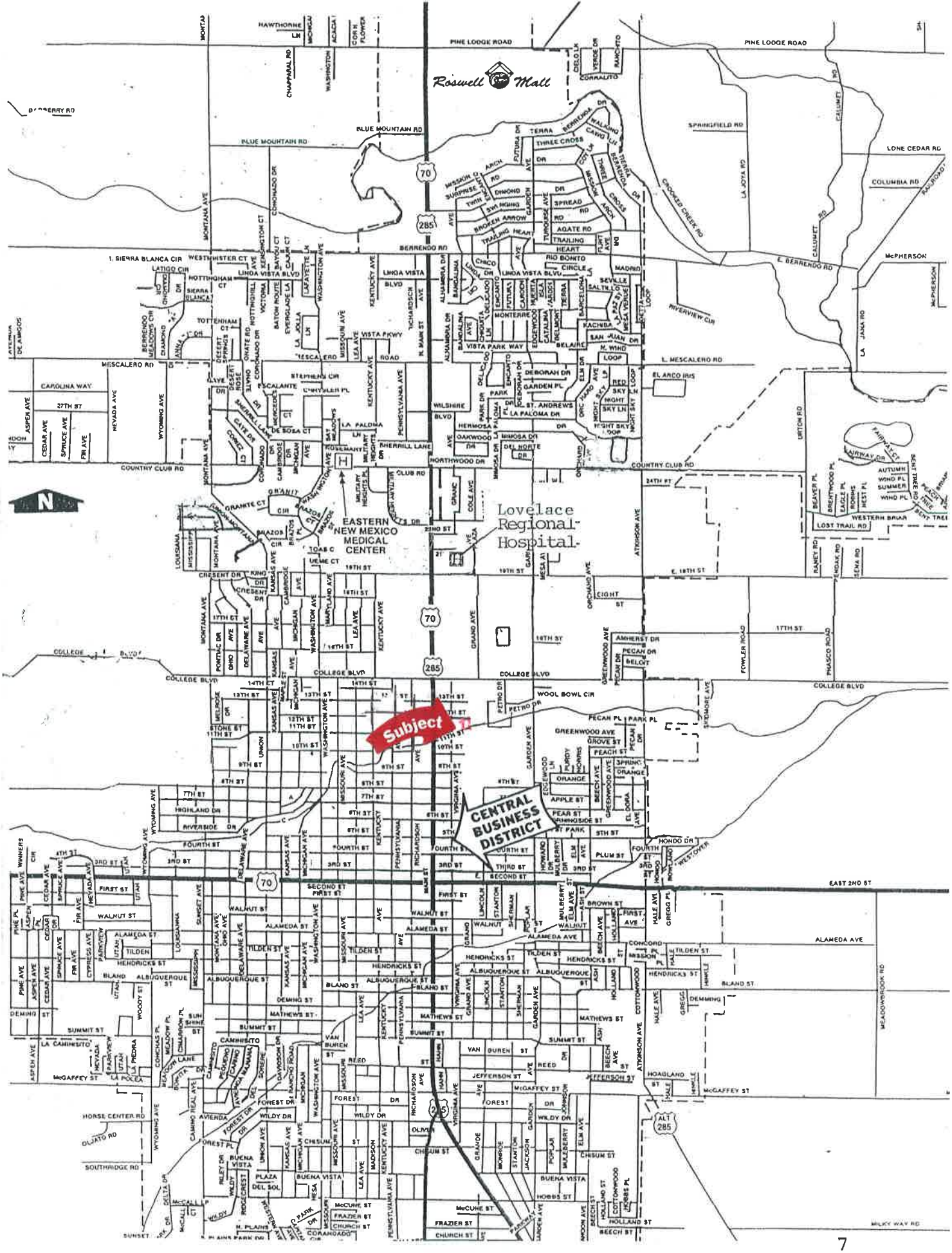
This appraisal involved multiple current exterior inspections of subject and one interior inspection. The current photographs, drawings and data provided herein are deemed to represent an adequate summary of subject's facts and the appraisal process when read by individuals trained in real estate valuation or persons familiar with Roswell or the subject property. This appraisal is subject to the appraiser's specific Certifications and Statements of Assumptions and Limiting Conditions which accompany the report. No unusual or atypical assumptions or limiting conditions were used in this valuation.

A major flood hit Roswell on the night of October 19-20th 2024. At that time the subject property was already vacant and the building was no longer in regular use. The subject property had been previously appraised for the City by another appraiser and the subject property was considered surplus to city needs.

Among the many effects of a major community flood are reviews of flood zone locations and rebuilding or reuse requirements that may be imposed on properties that have flooded or are likely to flood in the future. FEMA has a national policy on flood prone areas that prohibits redevelopment in some locations and mandates that rebuilt properties meet newer flood prone area construction requirements if reconstruction and demolition costs exceed 50% of a subjects' specific improvement value before the flood. Site improvements and structures other than a main building are mostly excluded from the "before" improvements valuation.

The subject site is immediately adjacent to a railroad track bed and trestle that created a dam and water constriction point in the recent flood. Since the North Spring River is a perpetual waterway, there is no reason to believe that future major even flooding would not affect subject. This report includes summaries of Cost Approach analyses that enable valuation of the subject property before and after the recent flood date and as of current date. Due to the future high risk of flooding at subject. The ordinary application of the Income Approach and Market Data approaches to value are not directly useful or necessary for this appraisal.

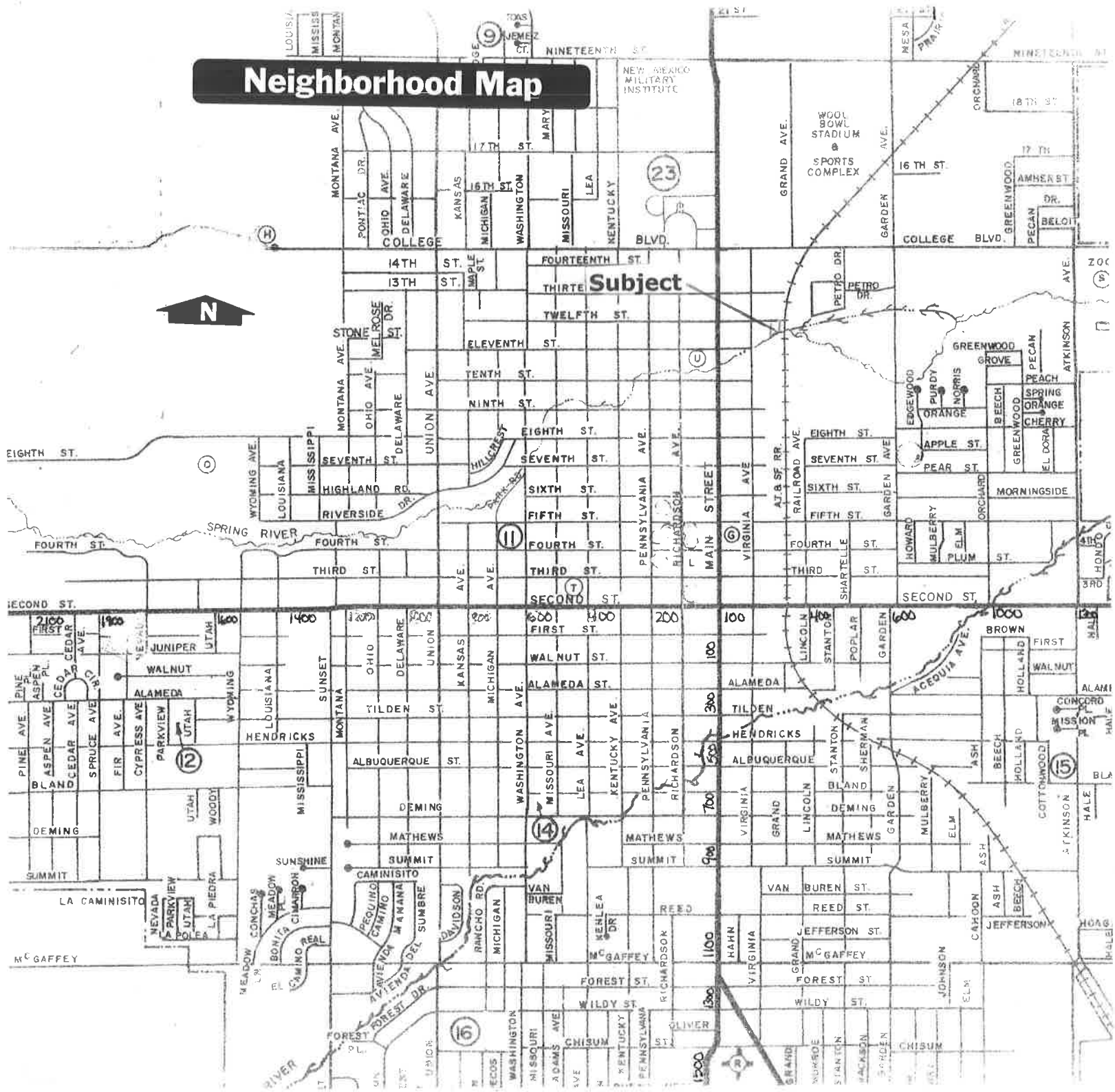
This report and appraisal can be expanded substantially with additional explanatory narrative, comparable detail, and a more detailed analysis added if the users of the appraisal deem it necessary. An appropriate professional fee would be charged for all additional work.

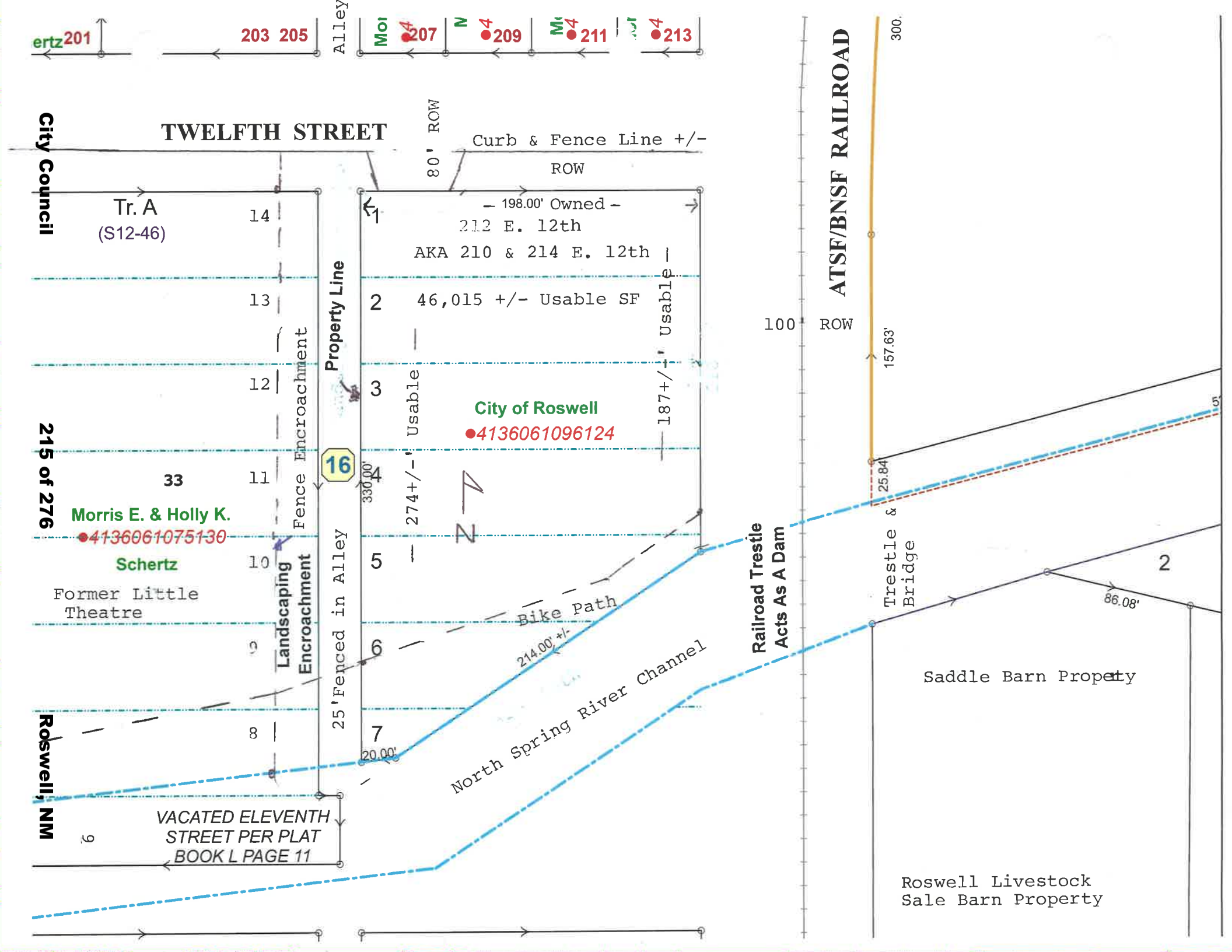


7

VICINITY MAP

Neighborhood Map




ertz201
203 205
Alley
207
209
211
213
TWELFTH STREET
80' ROW
Curb & Fence Line +/-
ROW
City Council
Tr. A
(S12-46)
14
13
12
11
10
9
8
6
33
215 of 276
Roswell, NM
Property Line
Fence Encroachment
Landscaping Encroachment
25' Fenced in Alley
16
330.00'
1
2
3
4
5
6
7
– 198.00' Owned –
212 E. 12th
AKA 210 & 214 E. 12th
46,015 +/- Usable SF
Usable
187+/-'
Usable
274+/-'
20.00'
214.00' +/-
City of Roswell
●4136061096124
Morris E. & Holly K.
●4136061075130
Schertz
Former Little Theatre
Bike Path
North Spring River Channel
Railroad Trestle
Acts As A Dam
VACATED ELEVENTH STREET PER PLAT BOOK L PAGE 11
ATSF/BNSF RAILROAD
100' ROW
300.
157.63'
25.84'
Trestle & Bridge
2
86.08'
Saddle Barn Property
Roswell Livestock
Sale Barn Property

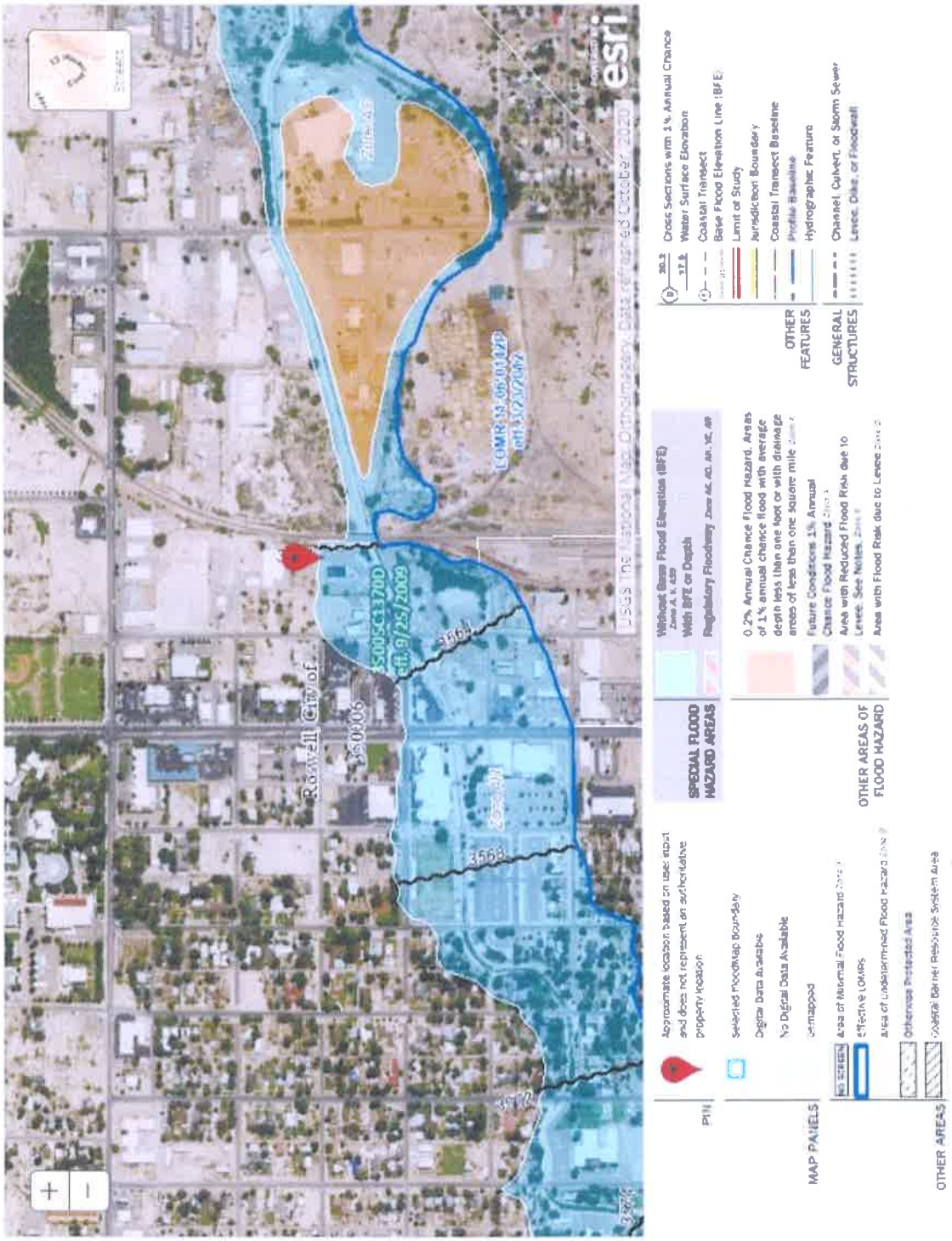
DESCRIPTION AND ANALYSIS OF THE SITE

LOT SIZE:	Approximately 46,015 owned and usable square feet. Irregular shape. See exhibits.
TOPOGRAPHY:	Slight slopes.
ZONING:	Roswell's official zoning map shows the subject lots to be zoned "I-1 Light Industrial." A great many common commercial uses are allowed on I-1 zoned land. See exhibits.
UTILITIES:	All typical public and private utility lines and service are in place and were available for service prior to the recent flood.
FLOOD ZONE:	Subject's entire land area is mapped in a FEMA identified 100 year flood hazard zone The applicable map is 35005C1370D. Effective Map Date = 9-25-2009. The recent flood showed that the railroad berm and adjacent trestle caught water and backed up a large area to the west of subject. There is no known remedy for that situation. The subject site must henceforth be considered an iffy candidate for development and use. Full disclosure of the past flooding would be necessary to any party considering use of the property.

Comments

The subject site is a centrally located commercial zoned tract that would previously have been considered a good location for a service shop or distribution warehouse etc. The Subject building flooded to a depth of about four feet In October of 2024 and the whole site was covered in floodwater. More importantly, the area was widely publicized as a catch basin for backed up floodwater. In my opinion, no tenant or investor would buy or plan to use the subject property in the next several years. A new

owner will probably wind up paying for demolition of the large shop at some point. An owner-occupant might well buy subject and use the land or building for their particular use. National flood policies might prohibit all use of the property. Lenders would be very leery of loaning on the subject property in the foreseeable future.


Roswell, City of
350006
3500C1370D
eff. 9/25/2009
LOMR 13-06-0102P
eff. 3/7/2014
esri
SPECIAL FLOOD HAZARD AREAS
OTHER AREAS OF FLOOD HAZARD
OTHER AREAS
GENERAL STRUCTURES
OTHER FEATURES
MAP PANELS
PIN

LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT

The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X — Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X — Areas determined to be outside the 0.2% annual chance floodplain.

ZONE D — Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

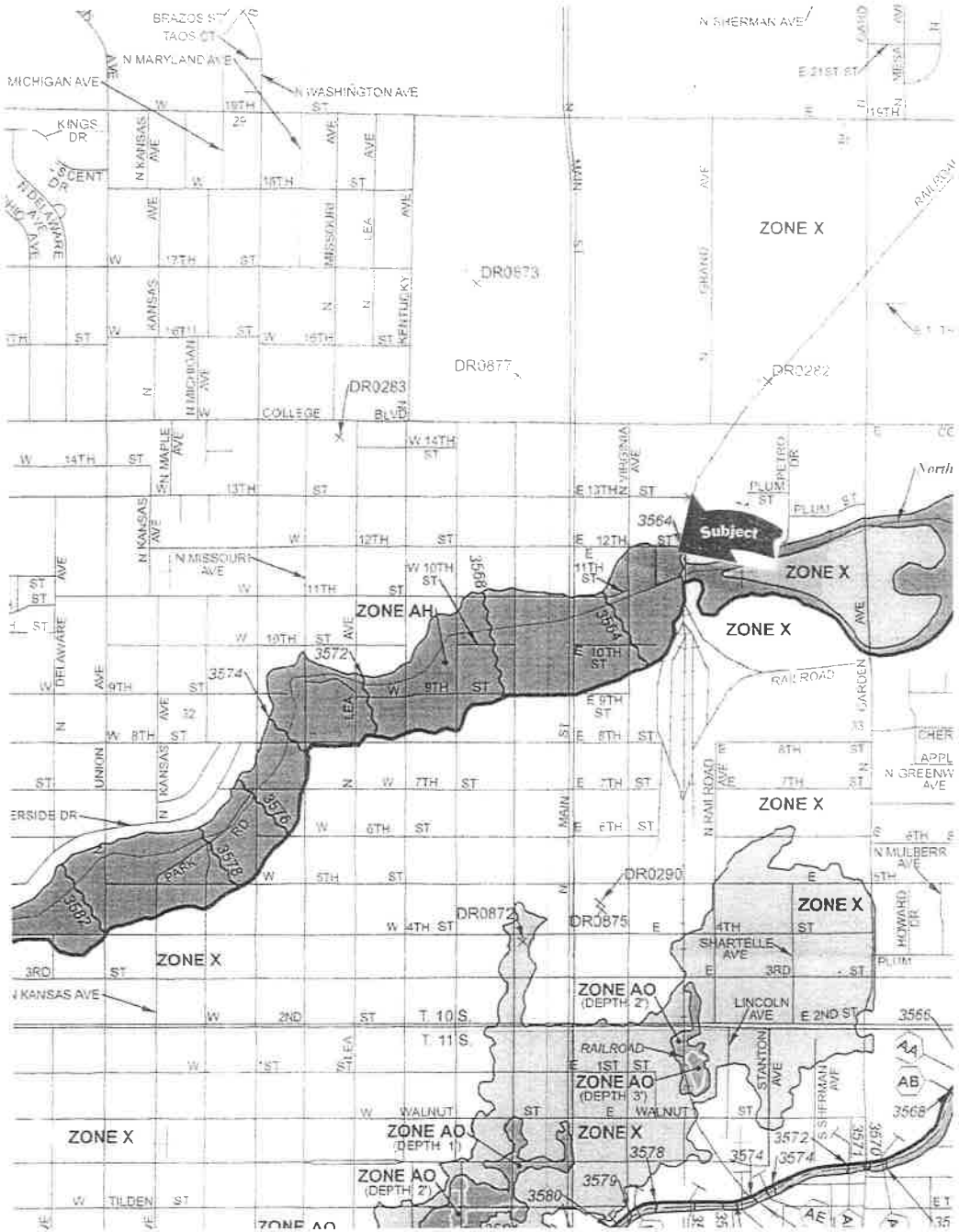
OTHERWISE PROTECTED AREAS (OPAs)

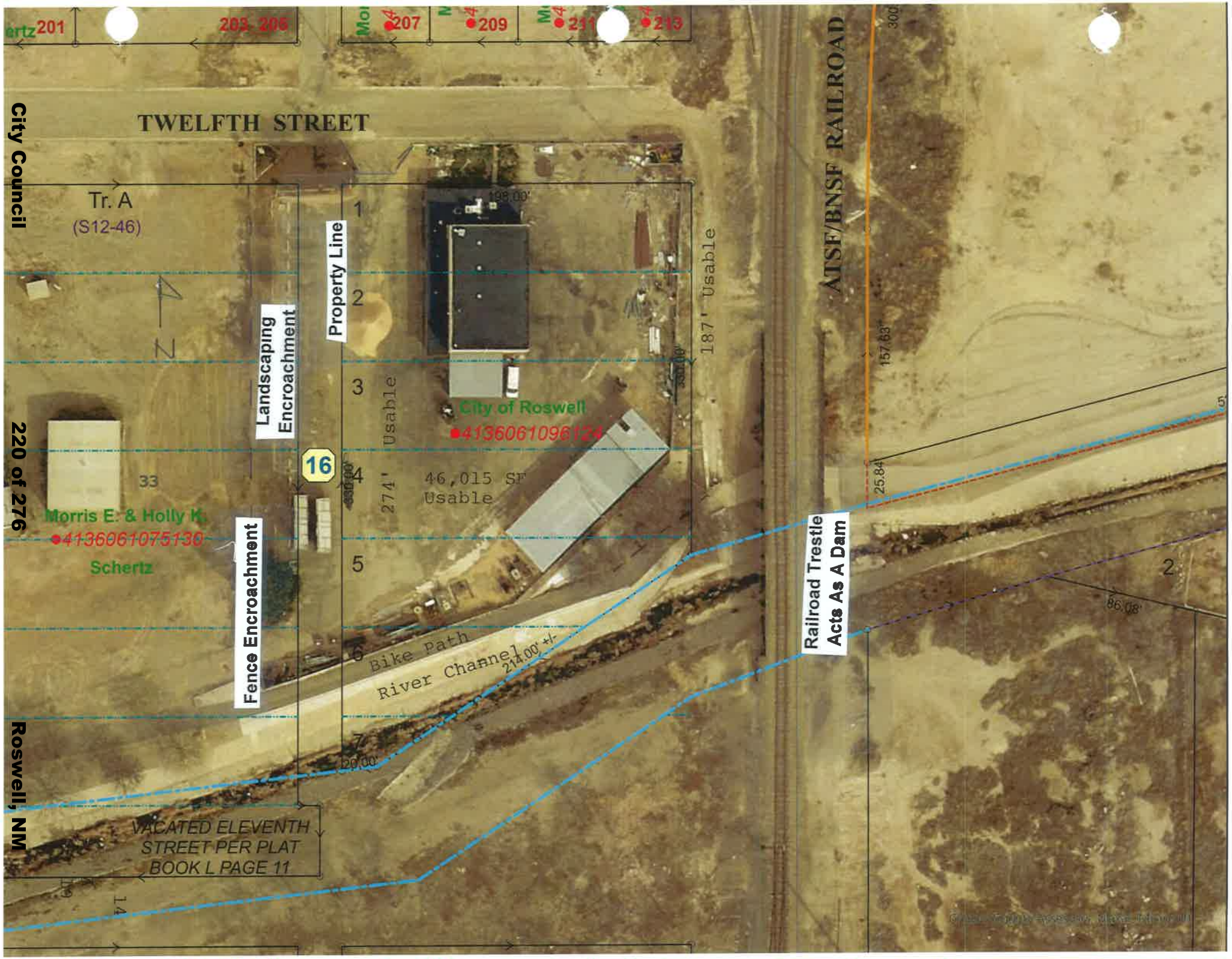
CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- Floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- 513 — Base Flood Elevation line and value; elevation in feet*
- (EL 987) — Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the North American Vertical Datum of 1988

- Cross section line
- Transect line
- Geographic coordinates referenced to the North American




TWELFTH STREET
ATSF/BNSF RAILROAD
Tr. A
(S12-46)
Property Line
Landscaping Encroachment
Fence Encroachment
Railroad Trestle Acts As A Dam
City of Roswell
•413606109612 4
Morris E. & Holly K.
•413606107513 0
Schertz
46,015 SF
Usable
187' Usable
274' Usable
Bike Path
River Channel
214.00' +/-
VACATED ELEVENTH STREET PER PLAT BOOK L PAGE 11
16
33
198.00'
157.83'
25.84'
86.08'
203-206
207
209
211
213
201
City Council
220 of 276
Roswell, NM

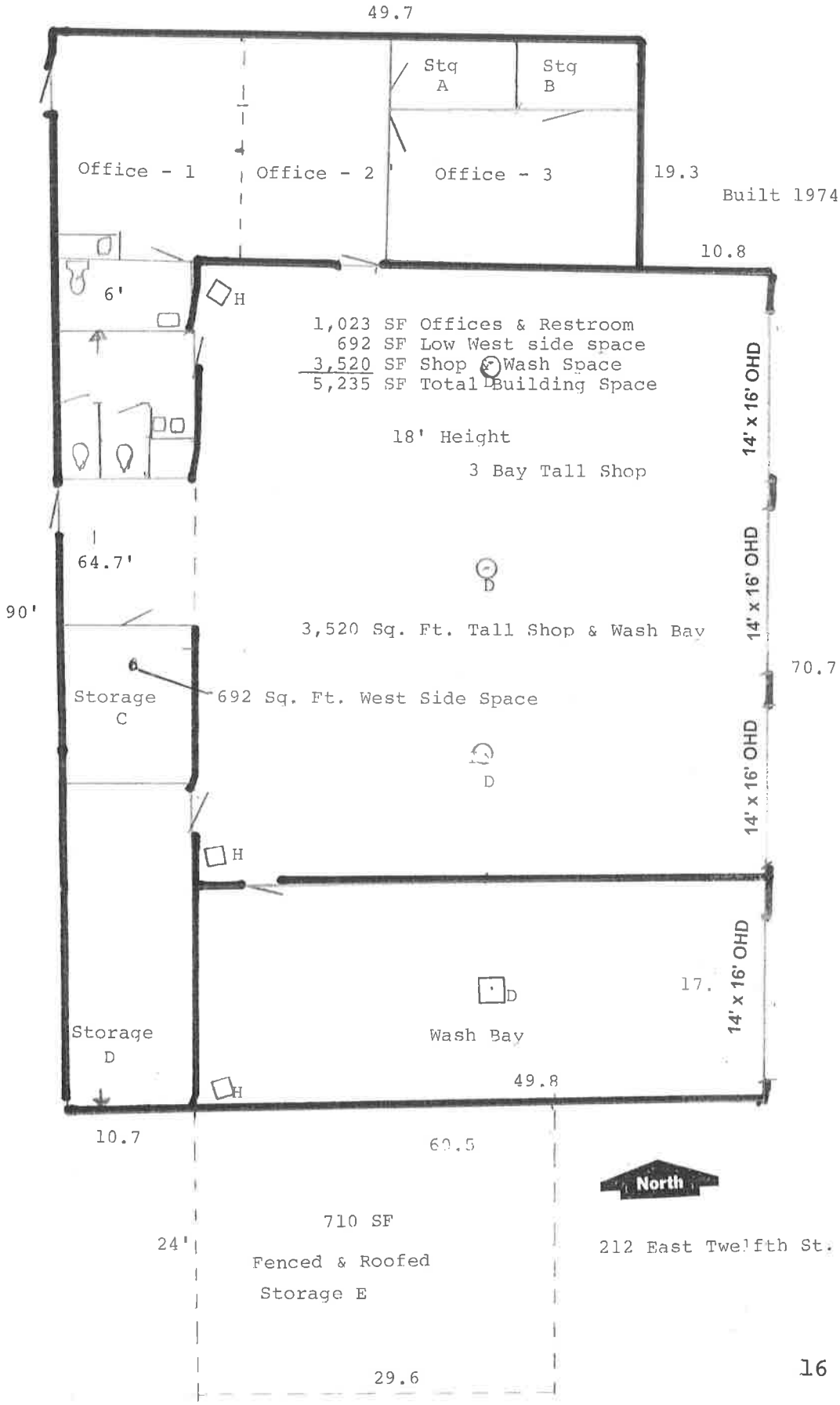


Westerly façade looking northeast.



Easterly façade looking west.

BEFORE PHOTOS


49.7
Stg A
Stg B
Office - 1
Office - 2
Office - 3
19.3
Built 1974 +/-
10.8
6'
H
1,023 SF Offices & Restroom
692 SF Low West side space
3,520 SF Shop & Wash Space
5,235 SF Total Building Space
18' Height
3 Bay Tall Shop
14' x 16' OHD
14' x 16' OHD
14' x 16' OHD
14' x 16' OHD
64.7'
90'
D
3,520 Sq. Ft. Tall Shop & Wash Bay
70.7
Storage C
692 Sq. Ft. West Side Space
D
H
17.
D
Wash Bay
Storage D
H
49.8
10.7
60.5
North
710 SF
24'
Fenced & Roofed
Storage E
212 East Twelfth St.
29.6

DESCRIPTION AND ANALYSIS OF THE PROPERTY IMPROVEMENTS

PROPERTY TYPE:	Single use office/shop building.
BUILDING SIZE:	5,235 square feet total. 1,023 square feet office area. 3,520 sq. ft. tall shop & wash bay. 692 sq. ft. lower storage & restrooms
BUILDING AGE:	Probably built in 1974. 50 Years.
FOUNDATION:	Concrete slab.
EXTERIOR WALLS:	Cinderblock. 18' Shop height.
ROOF:	Built up tar & gravel roof. Reportedly leaking and possibly affected the trusses.
FLOORS:	Concrete.
HEATING & AIR CONDITIONING:	Old gas forced-air heating system in the offices. No longer functional. Three old suspended gas heaters. Probably no long functional. No shop air conditioning except open doors.
PLUMBING:	Two old restrooms. Four old shop floor drains. The main shop drains appear to be plugged up. All plumbing is iffy at best due to age. There was one office wet sink previously in use.
SITE IMPROVEMENTS:	Paved parking lot. Some landscaping on westerly land not owned. Tall chain link fence with top rail and three barb wire strands. The south and east sides are substantially damaged.
WIRING AND AIR SERVICE:	There is some 220 Volt wiring and some airline piping in place.

PROPERTY CONDITION:	Poor. Subject is unusable without roof work, extensive plumbing work and HVAC replacement in the office area. The wall and roof joints between the tall shop and shorter west section show extensive separation notable on the southwest corner. In my opinion, the westerly shorter section of subject contributes little or no value at this time. Subject's fences and parking lot were substantially damaged by the flooding.
ASBESTOS:	No asbestos issues were noted.
FUNCTIONALITY:	Fair before the flood. Probably unusable after the flood.

Comments

The subject property is a plain truck service shop with office rooms that were extensively used in years past. It appears that the building age of fifty years had resulted in marginal plumbing and HVAC before the flood. The shop doors are old and rusty.

A covered storage area totaling about 3,000 square feet was fully usable before the flood. At least half of it is no longer usable and the whole thing adds little value in its as is status.

A roofed and fenced in storage area attached to the south wall is not considered to contribute any current value.

A joint between the lower section and tall shop has partly separated on the west side of the building. This situation is adverse to the marketability of the property and is a potential source of repetitive water intrusion into the building.

HIGHEST AND BEST USE ANALYSIS

Highest and Best Use is defined as:

> The reasonably probable use of property that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

This definition is from the Dictionary of Real Estate Appraisal, Sixth Edition, page 109, published by the Appraisal Institute in 2015.

Highest and Best Use of the Land if Vacant

The subject site is a slightly sloping I-1 zoned site. It could previously and could still be used for a large variety of commercial and light industrial uses.

Due to the recent flood, a new proposed improvement would have to be built to meet all flood related building code items, In the subject instance, a new building might have to have all floors raised to the three or four foot level or thereabouts. The recent flood clearly showed that subject is a flood prone location due to the railroad berm and trestle that abut the property.

The highest and best use of the subject land, if vacant, would be development of a sales and service facility.

Highest and Best Use of the Improved Subject Property

Communities nationwide pretty much have to adopt FEMA flood plain regulations and apply most of their redevelopment or new construction policies as they relate to construction and repairs to properties in flood prone areas.

FEMA's 50% Rule applies to Roswell and the subject property after the October 18/19 major flood. The subject property needs repairs and upgrading expected to cost at least $185,000. The contributory market value of the improvements allowed in the FEMA 50% rule calculations was estimated herein at only $69,000 because the property was in poor condition and is approximately 50 years old.

Subject was flooded to a depth of 3-4' in the recent flood. Any reconstruction would have to meet all applicable flood plain and construction codes. Due to the nature of the subject improvements, there is no current contributory value beyond a token amount for fencing that can still be used.

The FEMA 50% rule appears to result in a prohibition on reconstruction of the subject improvements unless they can be made to meet flood resistant code requirements. As a practical matter, all of the potential future use of the existing building which could have been expected from the subject property, is lost to flood prone area preventative regulations established by Congress and FEMA.

In the current instance, the subject property was the location of a floodwater backup due to the railroad roadbed and trestle situated at the corner of the subject site. This factor made local and state news because new and used vehicles from a nearby car dealer and the community convention center floated down to the railroad trestle and had to be pulled out of the "pond" that backed up west of the railroad trestle. In my opinion, this is a rare case where the value of land is diminished substantially because its use is restricted and adverse publicity and flood zone mapping will likely hold down the value of the subject parcel for a very long time.

THE APPRAISAL PROCESS

The estimation of real estate value is based principally on three approaches to value: the Cost Approach, the Sales Comparison Approach (also called Market Approach) and the Income Approach. Utilizing commonly accepted appraisal methods and techniques, an indication of value is reached based on the analyses contained in and the credence afforded each approach to value.

The three approaches to value are defined as follows:

Cost Approach – "A set of procedures through which a value indication is derived for the fee simple estate by estimating the current cost to construct a reproduction of, or replacement for, the existing structure, including an entrepreneurial incentive or profit; deducting depreciation from the total cost; and adding the estimated land value." Source: The Dictionary of Real Estate Appraisal, Sixth Edition, page 54, published by the Appraisal Institute in 2015.

Sales Comparison Approach – "The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale price (or unit prices, as appropriate) of the comparable properties based on relevant market-derived elements of comparison." Source: The Dictionary of Real Estate Appraisal, page 207.

Income Capitalization Approach – "Specific appraisal techniques applied to develop a value indication for a property based on its earning capacity and calculated by the capitalization of property income. Source: The Dictionary of Real Estate Appraisal, page 115.

Special Situations

Roswell had a major flooding event during the night of October 19th and 20th of 2024. That flood has triggered city adoption and implementation of several FEMA flood related provisions that regulate continued and future use of flood prone properties. The subject property was adversely affected by the local flooding and its location next to a local railroad berm, bridge and trestle were widely publicized. Several cars from a nearby auto dealership floated down to the ponded area by the railroad bridge trestle. The existing older shop building on the subject site is unlikely to be usable by a future buyer of the property even if someone wanted to rehab the property.

COST APPROACH

This concept of appraisal logic is based upon the assumption that value strongly reflects the cost of building a substitute property on a similar site. In the case of aged properties, it is assumed that prudent individuals would recognize some value loss (depreciation) due to property deterioration or aging in general, and functional obsolescence or externalities when they are present.

The steps in the Cost Approach to value are:

1) Estimate the market value of the subject site.

2) Estimate the replacement or reproduction cost of the improvements.

3) Analyze the property and estimate accrued depreciation due to aging, wear and tear and obsolescence if present. Consider locational aka economic obsolescence factors and determine whether subject is adversely affected by its location when compared to other properties and locations.

4) Deduct the depreciation estimate from cost new estimate to arrive at depreciated cost.

5) Add the site value to the depreciated cost figure to obtain a value indication.

The cost approach was applicable and was developed. Depreciation was considered and deducted as appropriate.

Depreciation: In appraisal, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date. (Dictionary Of Real Estate Appraisal [DRE], Sixth Edition, published by the Appraisal Institute in 2015, page 63.)

Physical Deterioration: The wear and tear that begins when a building is completed and placed into service. DRE, page 170.

Obsolescence: One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or external factors that make a property less desirable and valuable for a continued use; may be functional or external. DRE, page 161.

Functional Obsolescence: The impairment of functional capacity of improvements according to market tastes and standards. DRE, page 97.

Externalities: The principle that economies outside a property have a positive effect on its value while diseconomies outside a property have a negative effect upon its value. DRE, page 83.

External Obsolescence: A type of depreciation; a diminution in value caused by negative external influences and generally incurable on the part of the owner, landlord, or tenant. DRE, page 83.

The definitions cited above are all from the Dictionary Of Real Estate Appraisal, [DRE] Sixth Edition, published by the Appraisal Institute in 2015 with pages referenced.

FEMA's 50% Rule Impact

The FEMA 50% rule essentially says that if the cost of repairs to return the major improvement portions of a damaged property to its prior condition exceeds 50% of the **market value** of those same improvements BEFORE the flood or loss event; then the structure must be repaired or upgraded using flood or loss resistant materials and construction work, and that work must meet current flood related construction codes **and** the normal construction codes of the current time period. If the repairs cannot be made at a cost under 50% of their preflood value; then 1) the owner must spend whatever is needed to meet applicable building codes, or 2) tear the building down, or 3) sell the property with full disclosure to someone who can and agrees to rebuild and meet all applicable requirements.

Subject has a unique set of features that include a central location within the community on the edge of the downtown core, a side street address just off an arterial street, industrial zoning which allows a great many commercial and light industrial uses, and a site that is clearly within our known flood zone.

Twenty land sales that incorporate and reflect some of the subject property characteristics are cited on the Chart A Comparable Land Sales chart included in this section. Their locations are marked on the included map.

Industrial property land prices in our area can run down to a few thousand dollars per acre for edge of town properties and up to $1.00 to $2.00 per square foot for smaller properties with good locations and utilities.

I considered the attached land sales to arrive at my final land value estimate, giving consideration to the positive and negative attributes of the subject site and the estimated near term impact on its market value and marketability.

ROSWELL

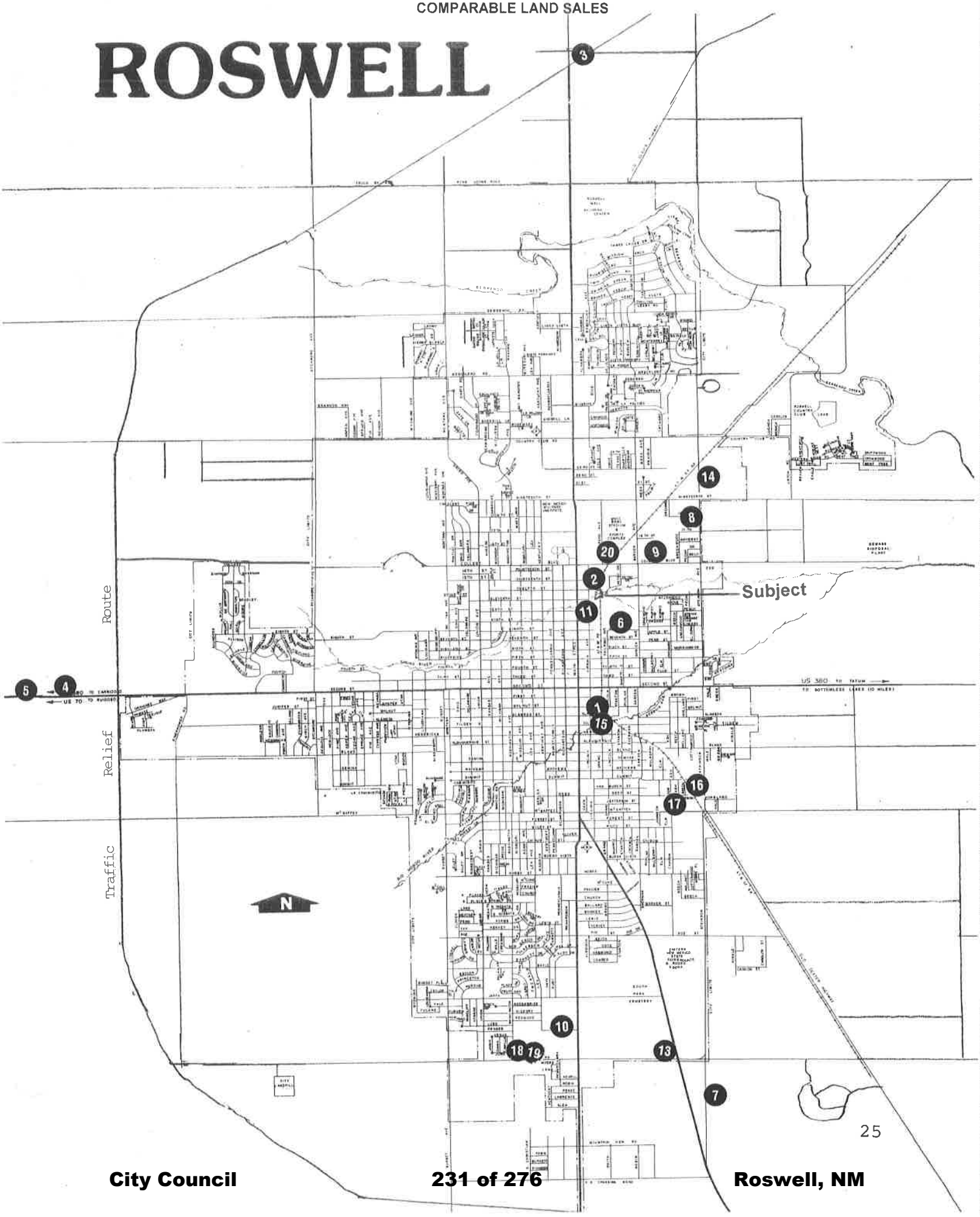

3
14
8
20
9
2
Subject
11
6
5
4
1
15
16
17
10
18
19
13
7
Route
Relief
Traffic
N
US 380 to TATUM
TO BOTTOMLESS LAKES (10 MILES)

CHART A

COMMERCIAL LAND SALES

Comp	Closing Date	MLS # or Deed ID	Address or Approx. Location	Buyer(s)	Land Sale Price	Land Size in SF	Land Size In Acres	Sale Price Per Sq. Ft.	Comments
1	9/14/2016	WD731225	205 East Alameda	Lopez,Evaristo	$30,000	29,700	0.682	$1.01	Corner parcel fld zone
2	2/28/2017	D1801787	1305 N. Virginia	PT Productions, Inc.	$95,000	122459	2.810	$0.78	Lrg sloping midblock site.
3	11/7/2017	D794P979	6112 Cumbres	Quality Cast, LLC	$8,000	36,660	0.842	$0.22	Far Edge of Town land
4	4/1/2018	D7861225	4719 W. Second	Redden	$40,000	153745	3.529	$0.26	Good site on far west side.
5	4/27/2018	MLS101829	4906 W. Second	Viltchinski	$45,000	165,305	3.780	$0.27	Corner on far w edge Roswell
6	9/20/2018	MLS102875	800 N. Garden	Tuscany	$160,000	478,724	10.990	$0.33	Land south of sale barn
7	7/16/2019	MLS171519	S. Atkinson near Jail	Grado	$58,500	694,782	15.950	$0.08	Lrg edge of town parcel
8	8/2/2019	MLS102716	1800 N. Atkinson	Barejas	$80,000	88,559	2.033	$0.90	Typical Industrial Landin City Limit
9	12/26/2019	MLS190065	611 E. College	Redmex Inv.	$250,000	613,379	14.081	$0.41	Prairie Dog Tract. N Side
10	1/8/2020	MLS101828	3200 Blk S. Main	Nasrallah	$160,000	871200	20.000	$0.18	Large tract. Arerial Location
11	10/8/2020	WD731225	910 N. Virginia	Jesse McDaniel	$35,000	9,700	0.223	$3.61	Corner bought with adjacent office
12	11/2/2020	202007760	1302 E. 19th	Jeremy Kohler	$105,000	88,559	2.033	$1.19	Corner of 19th & Atkinson
13	6/1/2021	MLS200657	515 E. Brasher	Admiral Beverage	$225,000	1,029,445	23.630	$0.22	Lrg parcel for beer warehouse
14	1/19/2022	MLS202021	1905 N. Atkinson	Burson, Jessica	$37,500	22,241	0.551	$1.56	Small arterial Midblock lot.
15	6/20/2022	MLS190695	205 East Alameda	Lopez,Evaristo	$65,000	29,700	0.682	$2.19	Corner parcel. Partly filled site.
16	7/1/2022	7221000	1000 S. Atkinson	Hilton, Robert	$130,000	516,447	11.856	$0.25	Lrg parcel for towing & salvage yd
17	7/27/2022	MLS202021	901-907 E. McGaffey	Miranda	$45,000	50,400	1.157	$0.89	Four adjacent urban lots
18	1/13/2023	MLS201624	505 W. Brasher	Silva, Alfredo	$100,000	414,000	9.572	$0.24	Lrg square tract by PO
19	5/31/2024	MLS20235315	505 W. Brasher	Jaramillo, Theodore	$400,000	414,000	9.572	$0.97	End user sale for self stg units
20	6/25/2024	202404097	301 E. College	Dollar General	$135,000	67,518	1.550	$2.00	Irreg. Corner near Wool Bowl
		Subject	**212 E 12th**	**Subject Property 3/10/2025**	**$46,000** Estimated Market Value	**46,015**	**1.056**	**$1.00**	**Shown to be a flooding risk.**

Land Value Conclusion

I gave the most weight to land comparables #1,2, 6, 8, 9, 15, 17 and 19. None of the sales directly reflected the flood zone status of subject, however, sale #1 at 205 East Alameda had some indication of topography and flood zone exposure.

Sale #1 sold in 2016 from out of town owners to a local architect. The site was low lying land that needed fill which was later done by the first buyer. Land comparable # 1 sold for $1.01 per square foot on 9/14/2016. This same site was improved by constructing a raised building site on the tract. It resold 6/20/2022 for $2.19 per square foot. That increase was $1.18 per square foot and 217% of the original sale price over the 5.75 year time period between the sales. Monetary inflation at 3% per year would account for approximately 23% of the increase leaving 94% of the increase that could reflect the partial improvement in topography due to partial site fill placed on the site. I have therefore concluded that there is a probable 94% adjustment needed to a flood prone site compared to a similar site without the flooding risk.

I estimate that the subject site without its flood zone label and risk would be worth approximately $2.00 per square foot currently. In the near term I estimate that an adjustment of 94% would apply to subject.

Therefore: $2.00 per SF divided by 1.94 = $1.03 per SF Current Indication

I have therefore concluded that the indicated value of the subject I-1 zoned high flood risk site is approximately $1.03 per square foot which I have rounded to $1.00 per square foot. Much of the land fenced within the existing fence was an encroachment onto the alley and the adjacent property to the west. Unusable land in the bike path and North Spring River channel was deducted from subject to get to the owned and usable land area of 46,015 +/- square feet.

So: Owned Land - 46,015 Sq. Ft. @ $1.00 / SF = $46,015 Called $46,000

ESTIMATED SITE VALUE $46,000

CHART B

COST APPROACH SUMMARY
IMPROVEMENT VALUE CALCULATION BEFORE THE FLOOD

Commbo worksheets 2025
50% Rule Calculations
212 E. 12th

Item/Component	Sq. Ft.	Estim. Cost/SF	Estimated Replacement Cost New	Depreciation Estimates & Calculations: Physical %	Physical $	Functional Obsolescenc %	Functional $	Externalities %	Externalities $	Estimated Contributory Value
Year Built 1974; Age = 50 +/-			10/18/24							10/18/24
Office & RR Space	1023 @	$90.00 =	$92,070	75	69053	0	0	10	9207	13811
Tall Shop Space	3520 @	$85.00 =	$299,200	75	224400	0	0	10	29920	44880
Short West Section	692 @	$75.00 =	$51,900	75	38925	10	5190	10	5190	2595
Subtotal Building Space	5235	$84.61								
Fenced Stg at Building	710 @	$25.00 =	$17,750	65	11538	20	3550	10	1775	888
Tin Roofed Canopy & Floor	3000 @	$10.00 =	$30,000	65	19500	0	0	10	3000	7500
Fencing & Gates			$0	65	0	0	0	10	0	0
Concrete			$0	65	0	0	0	10	0	0
Asphalt Paving			$0	65	0	0	0	10	0	0
Landsacaping			$0	65	0	0	0	10	0	0
Total Improvement Fiures	5235 SF Bldgs		$490,920		$363,415		$8,740		$49,092	$69,673

Called

Appraised Value of the Improvements Before the Flood
Using the EEMA 50% Rule

$70,000

Ed McClelland
2-28-2025

CHART C

FEMA 50% Worksheets
Repairs needed
212 E. 12th

Item/Component	Sq. Ft.	2025 Appraisers Estimated Repair Cost
Architect & Engineering Fees		$5,000
Demolition Work		$10,000
Roof Replacement		$50,000
Electrical Work & Fixtures		$10,000
Fencing & Gates		$15,000
Remove & Replace Asphalt Paving		$30,000
Replace sewer lines		$10,000
Refinish Office		$15,000
Redo Restrooms		$20,000
Replace HAVAC		$15,000
Seal Wall & Roof Joint Problem Areas		$5,000
Total Repair & Improvement Cost	5235	$185,000
Cost Allocated to Total Building SF	**$35.34**	

FEMA 50% RULE CALCULATION

$$\frac{\text{Repairs Needed } \$185{,}000}{\text{Improvements Before Value } \$70{,}000} = 264.29\%$$

SO: SUBJECT MAY ONLY BE REPAIRED OR REBUILT TO FULL FLOOD STANDARDS

*** The building will therefore have to be demolished**

Demolition and disposal Cost. $10,000 **Minimum**

Ed McCullough
2-28-2025

CHART D

COST APPROACH SUMMARY
CURRENT VAUE WITH FEMA 50% RULE APPLIED

Commbo worksheets 2025
AFTER FLOOD VALUE
212 E. 12th

Item/Component	Sq. Ft.	Estim. Cost/SF	Estimated Replacement Cost New	Depreciation Estimates & Calculations: Physical %	Physical $	Functional Obsolescenc %	Functional Obsolescenc $	Externalities %	Externalities $	Estimated Contributory Value
Year Built 1974 +/-, Age = 50			2/28/25						FEMA Rule	2/28/25
After Value - Flood Damaged w FEMA 50% Rule Applicable										
Office & RR Space	1023 @	$90.00 =	$92,070	75	69053	0	0	25	23018	0
Tall Shop Space	3520 @	$85.00 =	$299,200	75	224400	0	0	25	74800	0
Short West Section	692 @	$75.00 =	$51,900	75	38925	10	5190	15	7785	0
Subtotal Building Space	5235	$84.65								
Fenced Stg at Building	710 @	$25.00 =	$17,750	65	11538	20	3550	15	2663	0
Tin Roofed Stg Canopy & Floor	3000 @	$10.00 =	$30,000	65	19500	0	0	35	10500	0
Fencing & Gates			$20,000	65	13000	0	0	35	7000	0
Concrete			$5,000	65	3250	0	0	35	1750	0
Asphalt Paving			$30,000	65	19500	0	0	35	10500	0
Landsacaping - not owned			$0	65	0	0	0	10	0	0
Demolition & Disposal Fees										-10000
			-------		-------		-------		-------	-------
Total Improvement Fgiures	5235	SF	$545,920		$399,165		$8,740		$138,015	($10,000)
Add: Estim. Land Value 2/28/2025	46015 Usable Owned	Sq. Ft.	$46,000							$46,000

Total Cost to Replace Subject on its Site			$591,920							

Total Estimated Current Value 2/28/2025 with FEMA 50% Rule Considered										$36,000
										Called
INDICATED VALUE FROM THE COST APPROACH										$36,000

Ed McClelland
2-28-2025

RECONCILIATION AND FINAL VALUE CONCLUSION

The indications of AS IS value for the subject property were:

Site Value – After the Flood	$ 46,000
Estimated Improvement Value Before the Flood	$ 70,000
Estimated Cost of Repairs	$185,000
Cost of Repairs Divided By Before Value – Improvements	264%
Minimum Cost of Demolition & Disposal	$ 10,000
Estimated Bare Land Value	$ 46,000
Less: Demolition & Disposal Cost	$ 10,000
AS IS Indication from the Cost Approach – Under FEMA Rule	$ 36,000

The cost approach is the only truly applicable analysis that reflects current market conditions and the impact of the FEMA 50% Rule. The analyses summarized herein formed the basis for my value conclusion and the steps in my evaluation.

My final value conclusion for the subject property was based on the value of an old property located in a flood hazard zone. Based on a professional analysis of the subject property, it is the opinion of the appraiser that the "AS IS Market Value" of the subject property, estimated as of February 28, 2025 was

THIRTY SIX THOUSAND DOLLARS

$36,000

Ed McClelland, NM 171-G

CERTIFICATION

The appraiser certifies and agrees that:

1. The appraiser has no present or contemplated future interest in the property appraised; and neither the employment to make the appraisal, nor the compensation for it, is contingent upon the appraised value of the property or any future action or event subsequent to the appraisal.

2. The appraiser has no personal interest in or bias with respect to the subject matter of the appraisal report or the parties in title.

3. The appraiser has personally inspected the subject property. To the best of the appraiser's knowledge and belief, all statements and information in this report are true and correct, and the appraiser has not knowingly withheld any pertinent information.

4. This appraisal report sets forth all of the limiting conditions (imposed by the terms of the assignment or by the undersigned) affecting the analyses, opinions, and conclusions in the report.

5. The value conclusion reported herein has been developed in accordance with traditional appraisal procedures as they apply to a specific property and market situation following our recent flooding. See "Scope" for additional detail.

6. All analysis, conclusions and opinions set forth in this appraisal were personally prepared by the undersigned.

7. As of the date of this report, I am currently certified under requirements of the appraiser continuing education program of the State of New Mexico.

8. This appraisal was based upon observed conditions from a layman's point of view and is not based on any technical expertise in plumbing, roofing, mechanical or electrical systems.

9. FEMA requirements generally dictate that communities adopt rebuilding restrictions for flood prone areas that may effectively reduce the value of a parcel of land or of an otherwise repairable property. This appraisal makes a good faith effort to reflect probable market impacts.

Appraiser: Ed McClelland Date: 3-12-2025

Ed McClelland, NM171-G

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This report is subject to the following assumptions:

1. The legal description utilized is assumed to be an adequate description of the subject property. Subject has less usable land than its full legal description due to land dedicated to our local hike and bike trail and the North Spring River Channel. The usable owned land area figure used was determined by utilizing aerial photos and may not match the fenced area or deed descriptions.

2. No responsibility is assumed for matters which are legal in nature. Subject's title is assumed to be marketable and free of liens. No effort was made to check for adverse subdivision covenants, zoning limitations or deed restrictions unless otherwise mentioned in the report. It is assumed that no adverse usage restrictions or conditions exist unless specifically mentioned. It is assumed that there are no hidden or unapparent easements, conditions of the soil, structure, or mechanical equipment or systems which would render the subject more or less valuable.

3. The subject property is located in a mapped flood hazard zone and it has recently flooded in an unusual rain event. Nationwide FEMA regulations require governmental entities to adopt building and redevelopment standards that can prohibit reconstruction of partly damaged properties or dictate demolition of some structures. This appraisal reflects the appraiser's current understanding of those policies, but it is not guaranteed to be accurate in every aspect.

4. It is assumed that the subject roof is in poor condition as represented by the City and previously provided photographs and reports on the roof. I assume that subject's HVAC units and plumbing were on the back 30% of their useful life. No responsibility is assumed for inspections, surveys, or engineering which might be required to discover or detail any adverse factors that were not readily apparent.

5. The subject's title is assumed to be a fee simple estate. In the short term, the appraiser assumes that marketability of the subject's land and improvements have been adversely affected by its flood status.

6. The value estimate in this report is in the purchasing power of the dollar as of the date of valuation.

This report is subject to the following limiting conditions:

1. No liability is assumed for any condition or variance that a true and correct survey might reveal. Any land size not based on a recorded plat or survey shall be considered an approximation.

2. The information contained in this report was obtained from sources the appraiser believes reliable, but its authenticity and accuracy is not guaranteed. Secondary confirmations and verifications were made only where a special need was indicated. All local comparables used in this report were viewed from the street by the appraiser.

3. The appraiser has made no survey of the property. Any drawings provided by the appraiser were made only to provide the reader with a visualization of the property layout as seen from a layman's viewpoint.

4. The distribution of the total valuation in this report between land and improvements applies only under the current use of the property. The allocation of value for land and improvements may be invalid if used for any other appraisal.

5. The appraiser is not required to give testimony or appear in court regarding this appraisal unless previously arranged. Any court ordered appearance regarding the appraisal will be charged to the responsible party at a professional hourly rate.

6. This appraisal report and detail was sized and documented in line with the size of the property , its current status, and its intended use.

7. Possession of this report does not carry with it the right of publication or template use. It may not be copied for any use not directly related to the purpose and intended use of the report cited herein.

8. The conclusions and contents of this appraisal are the property of the client and are kept confidential unless released by the client.

APPRAISER QUALIFICATIONS

EDWARD W. MCCLELLAND
NM General Certified Appraiser License #171-G

701 South Cedar Avenue
Roswell, New Mexico 88203
E-mail: mcclelland@zianet.com
Office 575-624-2828
Mobile 575-420-2546

EDUCATION

Graduate - New Mexico State University - 1971
Bachelor of Science - (Agriculture Economics and Business)

GENERAL CERTIFIED APPRAISER – NM License #171G

General Certification allows the holder to appraise all types of commercial property, as well as residential property.

APPRAISAL COURSES

Farm and Ranch Appraisal - New Mexico State	1971
Real Estate - Introductory Course - NMSU	1971
"Introduction to Appraising Real Property"	
Course 101 - SREA, by exam	1973
"Single Family Residential Appraisal"	
Course VIII - AIREA	1974
"Principles of Income Property Appraising"	
Course 201 - SREA	1974
"Urban Properties" (Income Property Case Studies)	
Course II – AIREA	1978

PROFESSIONAL OFFICES HELD

Secretary/Treasurer - Albuquerque SREA Chapter #114 (1977-79)
President - Albuquerque SREA Chapter #114 (1980-81)
Director - Albuquerque SREA Chapter #114 (1981-82)
Admissions Chairman - Albuquerque SREA Chapter #114 (1981-82)
Secretary/Treasurer - Pecos Valley SREA Chap. #115 (1983-84)
Director - West Texas/NM AIREA Chapter #39 (1985)
Vice-President - Pecos Valley SREA Chapter #115 (1984-86)
Admissions Chairman - Pecos Valley SREA Chapter 115 (1984-86)
President - Pecos Valley SREA Chapter #115 (1986-88)
Treasurer – Roswell Association of Realtors (2005-06)
Director – Roswell Chamber Of Commerce (2004-2007)
Director – Main Street Roswell (2002-2009)

APPRAISAL EXPERIENCE – Ed McClelland

Residential Appraiser and Assistant Loan Broker, Mercantile Investment Company, El Paso, Texas 1972-74

Residential and Commercial Appraiser, Dan D. Swearingin (MAI, SREA), Albuquerque, New Mexico 1975-79

Appraiser and Residential Department Manager, Brooks/Lomax & Associates, Inc., Albuquerque, New Mexico 1979-82

Owned and operated Ed McClelland & Co., Roswell, New Mexico, a full service real estate appraisal firm from 7/82 - 3/96.

Appraiser and Qualifying Real Estate Broker - Western Land Realty. Roswell, New Mexico. 1996 to 1999. 95%+ Appraising

Appraiser, Broker & Property Manager - Ed McClelland & Company. 2000 - 2021. 50% Commercial Property Management and 50% Appraisals.

Appraiser & Real Estate Broker, Ed McClelland & Company. Primarily doing appraisals. September 2021 – Present

OTHER QUALIFICATIONS

Licensed New Mexico Real Estate Broker.
Realtor Member of National Association of Realtors.
Realtor Member of the Roswell Board of Realtors & MLS.
SRA Designation earned in 1979. Did not renew after 1994.

RECERTIFICATION

The New Mexico Appraisal Board has a mandatory program of continuing education for its licensed members. I currently meet all applicable licensing and recertification requirements and am in good standing with the New Mexico Appraisal Board.

LICENSE EXPIRATION DATE

My general certified appraisal license NM #171-G expires on April 30, 2025.

PARTIAL LIST OF APPRAISAL SEMINARS TAKEN – Ed McClelland

Valuation of Hotels & Motels - AIREA	1984
Depreciation Analysis - SREA	1985
Highest and Best Use - AIREA	1985
Easement Valuation Seminar - IRWA	1986
Applied Sales Comparison Approach Seminar AIREA	1988
Litigation Valuation Seminar - AIREA	1989
Farm Valuation Seminar - AIREA	1989
Reviewing Appraisals - AIREA	1990
Appraising Troubled Properties - Appraisal Inst.	1992
Appraisal Regulations Federal Banking Agencies AI	1992
Subdivision Analysis - Appraisal Inst. - 7 Hours	1993
Environmental Risk - Appraisal Inst - 7 Hours	1994
Data Confirmation & Verification Methods - AI 7 Hours.	1996
Automated Valuation - McKissock Data Seminars - 8 Hours	1999
Special Purpose Properties, Appraisal Institute - 7 Hours.	2001
Feasibility Analysis & Options, Appraisal Institute, 7 Hours.	2002
Adverse & Detrimental Conditions, App. Inst, 7 Hours	2002
Appraising Natural Resources, Appraisal Institute, 7 Hours	2002
Expanding the Scope of Work, Appraisal Institute, 7 Hours.	2003
Condemnation Appraisals, Appraisal Institute, 16 Hours	2003
Manufactured Housing, Appraisal Institute, 7 Hours	2004
Mathematically Modeling RE Data, App. Inst., 7 Hours	2004
Rates and Ratios, Appraisal Institute, 7 Hours	2004
Appraisal Trends, McKissock Seminars, 7 Hours	2006
Relocation Appraisal is Different, McKissock, 7 Hours	2006
Evaluating Commercial Construction, App Institute, 16 Hours	2006
Federal Land Acquisitions, Appraisal Institute, 16 Hours	2007
Subdivision Appraisals, Appraisal Institute, 7 Hours	2007
Office Building Valuation, Appraisal Institute, 7 Hours	2008
Declining Markets & Sales Concessions, AI, 7 Hours	2009
The Lending World In Crisis, App Institute, 7 Hours	2010
Reviewing Commercial Appraisals, App Institute, 7 Hours	2011
Reviewing Residential Appraisals, McKissock, 7 Hours	2011
The Uniform Appraisal Dataset, App Institute, 7 Hours	2011
Evaluating Residential Construction – App Institute, 7 Hours	2012
Practical Regression Using Excel, – App Institute, 14 Hours	2012
Litigation Appraising: Specialized Topics & Applic. AI 15 Hours	2014
FHA Appraising For Valuation Professionals – AI 7 Hrs.	2016
Using Excel To Analyze & Support App Results – AI, 7 Hours	2017
Solving Land Valuation Puzzles, App Institute, 7 Hours	2018
Stats, Graphs & Data Science, AI & G. Dell, 14 Hours	2018
How Tenants Create or Destroy Value - AI, 7 Hrs.	2019
The FHA Handbook 4000.1, McKissock Learning, 7 Hours	2021
Mortgage Lending Appraisal Reqs: FNMA & FHLMC, McKissock	2021
Transferred Value – Appraisal Institute, 7 Hours	2022
Attacking & Defending an Appraisal in Litigation, AI, 7 Hours	2022
Practical Application of Fundamental Analysis, AI, 7 Hours	2023
National USPAP Update Course – SFMRA, 7 Hours	2024

State of New Mexico

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Real Estate Appraisers Board

HEREBY CERTIFIES THAT

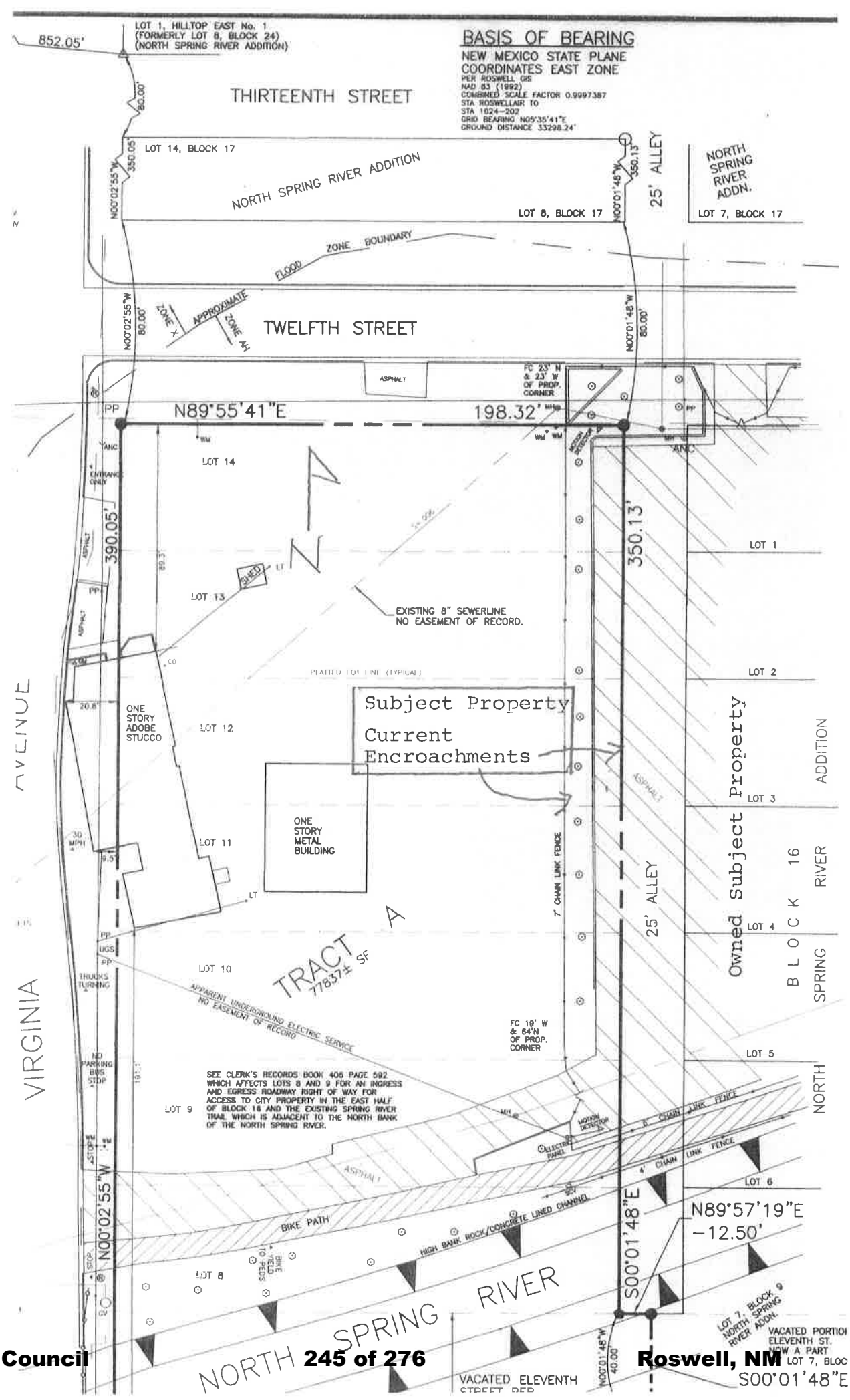
Edward W. McClelland

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF
PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW
IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO

General Certified Appraiser

License No. 171-G | Issued 12/1/1990 | Expires 4/30/2025

THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW


ADJACENT PROPERTY SURVEY
VIRGINIA AVENUE
LOT 1, HILLTOP EAST No. 1
(FORMERLY LOT 8, BLOCK 24)
(NORTH SPRING RIVER ADDITION)
852.05'
THIRTEENTH STREET
80.00'
BASIS OF BEARING
NEW MEXICO STATE PLANE
COORDINATES EAST ZONE
PER ROSWELL GIS
NAD 83 (1992)
COMBINED SCALE FACTOR 0.9997387
STA ROSWELLAIR TO
STA 1024-202
GRID BEARING N05°35'41"E
GROUND DISTANCE 33298.24'
LOT 14, BLOCK 17
NORTH SPRING RIVER ADDITION
350.05'
N00°02'55"W
350.13'
N00°01'48"W
25' ALLEY
NORTH SPRING RIVER ADDN.
LOT 8, BLOCK 17
LOT 7, BLOCK 17
FLOOD ZONE BOUNDARY
ZONE X
APPROXIMATE
ZONE AH
TWELFTH STREET
80.00'
ASPHALT
FC 23' N & 23' W OF PROP. CORNER
PP
N89°55'41"E
198.32'
WM
ANC
LOT 14
390.05'
89.3'
SHED
LT
LOT 13
EXISTING 8" SEWERLINE NO EASEMENT OF RECORD.
LOT 1
LOT 2
PLATTED LOT LINE (TYPICAL)
Subject Property
Current
Encroachments
ONE STORY ADOBE STUCCO
20.8'
LOT 12
ONE STORY METAL BUILDING
LOT 11
30 MPH
9.5'
7' CHAIN LINK FENCE
25' ALLEY
Owned Subject Property
LOT 3
ADDITION
LOT 4
BLOCK 16
RIVER
SPRING
UGS
TRUCKS TURNING
LOT 10
TRACT A
7783± SF
APPARENT UNDERGROUND ELECTRIC SERVICE NO EASEMENT OF RECORD
FC 19' W & 84'N OF PROP. CORNER
LOT 5
NO PARKING BUS STOP
SEE CLERK'S RECORDS BOOK 406 PAGE 592 WHICH AFFECTS LOTS 8 AND 9 FOR AN INGRESS AND EGRESS ROADWAY RIGHT OF WAY FOR ACCESS TO CITY PROPERTY IN THE EAST HALF OF BLOCK 16 AND THE EXISTING SPRING RIVER TRAIL WHICH IS ADJACENT TO THE NORTH BANK OF THE NORTH SPRING RIVER.
LOT 9
MOTION DETECTOR
ELECTRIC PANEL
6' CHAIN LINK FENCE
NORTH
LOT 6
N00°02'55"W
STOP
BIKE PATH
HIGH BANK ROCK/CONCRETE LINED CHANNEL
N89°57'19"E
-12.50'
S00°01'48"E
LOT 8
NORTH SPRING RIVER
LOT 7, BLOCK 9 NORTH SPRING RIVER ADDN.
VACATED PORTION ELEVENTH ST. NOW A PART LOT 7, BLOC
VACATED ELEVENTH
N00°01'48"W
40.00'
S00°01'48"E

ARTICLE 38: I-1 LIGHT INDUSTRIAL DISTRICT

Section 1. Purpose

This district is intended to provide for light manufacturing, fabrication, assembly/disassembly, processing, and treatment activities conducted in a manner not detrimental to the rest of the community by reason of emission or creation of noise, vibration, smoke, dust or other particulates, toxic or noxious materials, odors, fire, explosive hazards, glare, or heat.

Section 2. Use Regulations

A. Permitted Uses are as follows:

1. Any use permitted in the C-2 districts, except for assisted living homes, group care homes, convalescent homes, and retirement centers, etc.
2. Any primary use which includes light manufacturing, fabrication, assembly/disassembly, processing or treatment of goods and products
3. Bottling works
4. Bus stations and terminals
5. Food and grain processing, canning, and storage, excluding meat, fish, and poultry
6. Gun clubs containing an indoor firing range
7. Machinery and service for farm, tractor and trailer rigs, and well drilling equipment
8. Outdoor theaters, drive-in
9. Parcel delivery, mail order services, and motor freight terminals
10. Wholesale distribution centers
11. Warehouses with outside storage
12. Welding
13. Automotive Repair, Heavy
14. Any other use meeting the intent of this Article and comparable with the above

B. Special Uses are as follows:

1. Airports, heliports, and aircraft landing fields
2. Hospitals and sanitariums
3. Livestock feed and sales yards
4. Oil and gas wells and pumping stations
5. Penal, correctional, and other institutions necessitating restraint of patients
6. Saw mills or other similar types of mills like pulp mills
7. Recycling activities in a structure with outside storage as a secondary use. Outside storage to be screened with an 8 foot high solid wall except for access openings, with a maximum opening of 16 feet with a solid gate(s)
8. Recycling center with outside storage as a principal use, such as a junk yards
9. Child care centers

ARTICLE 39: RESERVED

City Council

ARTICLE 30: C-2 COMMUNITY COMMERCIAL DISTRICT

Section 1. Purpose

This district is intended to provide for a wide variety of retail, personal service, wholesale office, and other general service types of uses for the consumer population of the entire community and, because of their heavy traffic generating characteristics, ability to stay open 24 hours per day and potentially detrimental appearance and performance, are located on the periphery of residential areas along collector and arterial street facilities.

Section 2. Use Regulations

A. Permitted Uses are as follows:

1. Any use permitted in the C-1 District
2. Amusement Parks
3. Athletic clubs/Gyms
4. Auditoriums/ Banquet halls/Convention/Exhibition Centers
5. Banks/Credit Unions/Financial institutions
6. Hospitality Establishments (Example: hotels and motels)
7. Liquor Service and Stores
8. Lodges, Clubs, Fraternal, Religious (No gun clubs)
9. Commercial Retail/Service stores
10. Rental Stores and Self-Storage Units
11. Professional Offices
12. Funeral Parlors/Crematorium
13. Golf courses
14. Animal hospitals, clinics, and kennels
15. Medical facilities/offices/centers
16. Newspaper and/or Magazine offices
17. Private or public parking lots/garages/decks
18. Government offices
19. Public or private utility/Service/radio/TV/cable
20. Restaurants/food/drink/lounges/liquor
21. Stadiums and arenas
22. Theaters, indoor
23. Automotive Repair, Light with temporary outside storage utilizing no more than 20% of net area of the lot.
24. Carnivals, circuses or menageries; shall be located on a paved or hard pack surface and shall not occupy more than 10% of the required parking spaces for that location or business.
25. Vendors shall be located on a paved surface and shall not occupy more than 10% of the required parking spaces for that location or business.
26. Off-site sales shall be located on a paved surface and shall not occupy more than 10% of the required parking spaces for that location or business.
27. Any other use that meets the intent and purpose of this Article and is similar and comparable to those uses listed above.
28. Automotive Service Stations
29. Convenience Stores with Fueling Stations

247 of 276

Roswell, NM

B. Special Uses are as follows:

1. Any special use in the C-1 District
2. Airports/heliports/landing fields
3. Bottling works
4. Bus stations and terminals
5. Gun clubs with indoor firing range
6. Outdoor theaters, drive-ins
7. Outside storage as a principal use
8. Parcel delivery/mail order
9. Penal/Correctional institutions
10. Light welding and fabrication
11. Warehouses and/or storage units

Section 3. Land Development Standards

Properties located in this district which are located in the Old Municipal Airport (OMA) shall utilize the standards located in Article 68 (Design Guidelines – Old Municipal Airport) of the Zoning Code.

Section 4. Commercial Reserve Zones (OMA Area)

Properties designated as C-2 (R) are considered as being reserved until such time as other commercial parcels in the OMA Area have been developed. These designations are applicable to City-owned parcels in the OMA Area.

ARTICLE 31: RESERVED

ARTICLE 28: C-1 NEIGHBORHOOD COMMERCIAL DISTRICT

Section 1. Purpose

This district is intended to provide for retail and personal service types of uses of a limited nature for the consumer population of the neighborhoods in which they are located and is not intended for those types of uses that will either attract the consumer population of the entire community, attract large volumes of traffic, or have an appearance and performance that may be detrimental to the neighborhoods in which they are located. Permitted uses shall not exceed 7,000 square feet in gross floor area. Special Use Permits shall not exceed 10,000 square feet in gross floor area, except for parking lots.

Section 2. Use Regulations

A. Permitted Uses are as follows:

1. Accessory Living quarters for a single-family residential unit per each lot and shall not be for sale or lease separate from the principle use or for use involving the conduct of a business.
2. Barber/Beauty shops/Day Spas
3. Bed and Breakfast (5 units max, includes owner)
4. Boarding, Lodging Homes, or Hostels
5. Child care centers
6. Banks/Credit Unions/Financial institutions
7. Drugstores/Food Stores/Markets
8. Convenience stores without Fueling Stations
9. Retail Florists
10. Laundries/Dry Cleaning
11. Libraries and other public facilities
12. Museums and art galleries
13. Professional office not to exceeding 10,000 square feet in gross floor area
14. Recreational Buildings/Community centers
15. Music/Dance/Trade Schools
16. Any other use that meets the intent and purpose of this Article and is similar and comparable to those uses listed above

B. Special Uses are as follows:

1. Greenhouses
2. Automobile service stations
3. Public utility/service/television stations
4. Permitted uses in excess of 7,000 sq. ft. of gross floor area.
5. Parking lots, as a principal use.
6. Multi-Family Residential Units
7. Self -Storage Units
8. Religious Institution
9. Convenience stores with Fueling Stations

ARTICLE 29: RESERVED

mcclelland@zianet.com

From: Todd Verciglio <t.verciglio@roswell-nm.gov>
Sent: Wednesday, March 12, 2025 8:07 AM
To: mcclelland@zianet.com
Subject: Re: New Appraisal Needed-212 E 12th St.

Hello, can you please email me an approximate completion date for this appraisal?

Thank you,

TODD HOBBIT VERCIGLIO
CITY OF ROSWELL
T.VERCIGLIO@ROSWELL-NM.GOV

SEEROSWELL.COM FLYROSWELL.COM

From: mcclelland@zianet.com <mcclelland@zianet.com>
Sent: Tuesday, February 4, 2025 3:50 PM
To: Todd Verciglio <t.verciglio@roswell-nm.gov>
Subject: RE: New Appraisal Needed-212 E 12th St.

Tuesday 2/4/2025 I acknowledge receipt of your appraisal order and I will proceed with it.

From: Todd Verciglio <t.verciglio@roswell-nm.gov>
Sent: Tuesday, February 4, 2025 10:20 AM
To: mcclelland@zianet.com
Subject: Re: New Appraisal Needed-212 E 12th St.

Hello and good morning! Please go ahead and PROCEED on getting this appraisal completed.

If you need access inside the gate to look at the building, please call Rudy at 1-575-910-5034 to coordinate letting you in.

PO# 22500149

mcclelland@zianet.com

From: mcclelland@zianet.com
Sent: Tuesday, January 7, 2025 12:17 PM
To: Todd Verciglio (t.verciglio@roswell-nm.gov)
Subject: 212 East 12th.

Todd: I sent a text message yesterday but here is an email quote for the needed appraisal.

I could do an appraisal of 212 East 12th which contains a building. At least two of the three usual approaches to value would be utilized. I could do the appraisal for a fee of $1,080 tax included. Time frame. One week from order and start immediately.

Thanks for the inquiry. I did receive the prior file for review.

Pat McClelland

ROW


DANGER
HIGH
VOLTAG

THINK
SAFETY
FIRST
PIENSE


CITY OF



ORDINANCE 25-XX

AN ORDINANCE FOR THE SALE OF REAL PROPERTY

WHEREAS, Seller, the City of Roswell, is the owner of a certain tract of real property which is described in more detail shown on Exhibit 1 attached hereto and made part hereof (the "Property") The Property has no current or future municipal use.

WHEREAS, Buyer. Mr. Jeffrey Miller desires to purchase the Property upon the terms, provisions and conditions hereinafter set forth, together with all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road, alley or way, whether opened to, in front of or adjacent to the Property, and together with all appurtenances, improvements, easement and/or hereditaments thereunto belonging; and

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

SECTION 1. **LOCATION:**

Lots 1-7, Block 16, N Spring River Addition to the City of Roswell, Chaves County, New Mexico, as filed for record on May 23, 1889, excluding portions of Lots 4, 5, 6, and 7 that have been vacated or otherwise dedicated for the North Spring River Channel and the Roswell Hike and Bike Path ("Property").

SECTION 2. **PURCHASE PRICE-** The total purchase price for the Property shall be Thirty-Six Thousand Dollars ($36,000.00). The Purchase Price, shall be paid to Seller at closing as hereinafter defined (the "Closing"). This property was independently appraised at $36,000.00, Exhibit 1.

SECTION 3. **PURPOSE AND INTENT** This ordinance is adopted for the purpose of selling real property owned by the City of Roswell that has no beneficial municipal purpose and places this property back on the tax rolls with a beneficial use to the community.

SECTION 4 **TERMS:** This property is sold in Fee Simple. All other conditions are as provided in Exhibit 1, Purchase and Sale Contract.

Section 5. **REPEALER:** All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

Section 6. **SEVERANCE:** If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

Section 7. **EFFECTIVE DATE:** This ordinance shall be effective Forty-Five (45) days after its adoption, unless a referendum election is held pursuant to NMSA 1978 Section 3-54-1 (E). A petition calling for a referendum election on the sale of this real property must be filed no later than thirty (30) days after the adoption of the ordinance and must comply with the requirements of

DRAFT

NMSA 1978 Section 3-54-1 (E). In the event that a referendum election is held, the effective date shall be as prescribed by statute.

PASSED, ADOPTED, SIGNED and APPROVED ___,

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

DRAFT

Purchase and Sale Agreement

This Purchase and Sale Agreement ("Agreement") is made and entered into as of October 2, 2025, by and between Mr. Jeffrey Miller, whose address is 7103 Forsteview Dr, Arlington, TX 76016 ("Seller"), and the City of Roswell, whose address is 425 N Richardson Ave, Roswell, NM 88201 ("Buyer").

1. Property Description

The property subject to this Agreement is described as follows: Lots 1-7, Block 16, N Spring River Addition to the City of Roswell, Chaves County, New Mexico, as filed for record on May 23, 1889, excluding portions of Lots 4, 5, 6, and 7 that have been vacated or otherwise dedicated for the North Spring River Channel and the Roswell Hike and Bike Path ("Property").

2. Purchase Price

The purchase price for the Property shall be Thirty-Six Thousand Dollars ($36,000.00) ("Purchase Price"), payable in full at closing.

3. "As Is" Condition

3.1 **Acknowledgment of Condition**: Buyer acknowledges that Buyer has had the opportunity to inspect the Property and agrees to accept the Property in its current "as is" condition, with all faults and defects, whether known or unknown, without any representations or warranties, express or implied, by Seller.

3.2 **No Representations or Warranties**: Seller makes no representations or warranties regarding the condition, suitability, or fitness of the Property for any particular purpose. Buyer acknowledges that Buyer is relying solely on Buyer's own inspection and investigation of the Property.

4. Closing

4.1 **Closing Date**: The closing of the transaction contemplated by this Agreement ("Closing") shall occur 45 days following the effective date of the municipal ordinance required for sale of real property under NMSA 1978, §3-54-2 and Roswell Code §2-203 at a time and place mutually agreed upon by the parties.

4.2 **Closing Deliverables**: At Closing, Seller shall deliver to Buyer a duly executed and acknowledged quitclaim deed conveying the Property to Buyer, subject to all matters of record. Buyer shall deliver to the City a money order for the purchase price.

5. Title

5.1 **Title Examination**: Buyer shall have the right to examine the title to the Property. If any title defects are discovered, Buyer shall notify Seller in writing, and Seller shall have 30 days to cure such defects.

5.2 **Title Insurance**: Buyer will obtain a title insurance policy insuring Buyer's title to the Property at Buyers expense.

6. Risk of Loss

Risk of loss or damage to the Property shall remain with Seller until Closing. In the event of any material loss or damage to the Property prior to Closing, Buyer may elect to terminate this Agreement and receive a refund of any deposits made.

7. Default

7.1 **Seller's Default**: If Seller fails to perform any obligation under this Agreement, Buyer may terminate this Agreement and recover any deposits made, or seek specific performance.

7.2 **Buyer's Default**: If Buyer fails to perform any obligation under this Agreement, Seller may terminate this Agreement and retain any deposits made as liquidated damages.

8. Miscellaneous

8.1 **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

8.2 **Entire Agreement**: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, relating to the subject matter hereof.

8.3 **Amendments**: This Agreement may be amended only by a written instrument executed by both parties.

8.4 **Counterparts**: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures to Follow]



IN WITNESS WHEREOF, each of Seller and Purchaser here to has caused this Agreement to be duly executed as of the day and year first above written.

SELLER: THE CITY OF ROSWELL, NEW MEXICO

By: _____
Name: _____
Title: _____
Date: _____

Address for Notices to Seller:
425 N. Richardson
Roswell, NM 88201

PURCHASER: Jeffrey Miller

By: _____
Name: _____
Title: _____
Date: _____

Address for Notices to Purchaser:
7103 Forestview Dr.
Arlington, TX 76016

Purchase and Sale Agreement

This Purchase and Sale Agreement ("Agreement") is made and entered into as of October 2, 2025, by and between Mr. Jeffrey Miller, whose address is 7103 Forsteview Dr, Arlington, TX 76016 ("Seller"), and the City of Roswell, whose address is 425 N Richardson Ave, Roswell, NM 88201 ("Buyer").

1. Property Description

The property subject to this Agreement is described as follows: Lots 1-7, Block 16, N Spring River Addition to the City of Roswell, Chaves County, New Mexico, as filed for record on May 23, 1889, excluding portions of Lots 4, 5, 6, and 7 that have been vacated or otherwise dedicated for the North Spring River Channel and the Roswell Hike and Bike Path ("Property").

2. Purchase Price

The purchase price for the Property shall be Thirty-Six Thousand Dollars ($36,000.00) ("Purchase Price"), payable in full at closing.

3. "As Is" Condition

3.1 **Acknowledgment of Condition**: Buyer acknowledges that Buyer has had the opportunity to inspect the Property and agrees to accept the Property in its current "as is" condition, with all faults and defects, whether known or unknown, without any representations or warranties, express or implied, by Seller.

3.2 **No Representations or Warranties**: Seller makes no representations or warranties regarding the condition, suitability, or fitness of the Property for any particular purpose. Buyer acknowledges that Buyer is relying solely on Buyer's own inspection and investigation of the Property.

4. Closing

4.1 **Closing Date**: The closing of the transaction contemplated by this Agreement ("Closing") shall occur 45 days following the effective date of the municipal ordinance required for sale of real property under NMSA 1978, §3-54-2 and Roswell Code §2-203 at a time and place mutually agreed upon by the parties.

4.2 **Closing Deliverables**: At Closing, Seller shall deliver to Buyer a duly executed and acknowledged quitclaim deed conveying the Property to Buyer, subject to a reversionary interest for flood control mitigation at property cost and subject to all matters of record. Buyer shall deliver to the City a money order for the purchase price.

5. Title

5.1 **Title Examination**: Buyer shall have the right to examine the title to the Property. If any title defects are discovered, Buyer shall notify Seller in writing, and Seller shall have 30 days to cure such defects.

5.2 **Title Insurance**: Buyer will obtain a title insurance policy insuring Buyer's title to the Property at Buyers expense.

6. Risk of Loss

Risk of loss or damage to the Property shall remain with Seller until Closing. In the event of any material loss or damage to the Property prior to Closing, Buyer may elect to terminate this Agreement and receive a refund of any deposits made.

7. Default

7.1 **Seller's Default**: If Seller fails to perform any obligation under this Agreement, Buyer may terminate this Agreement and recover any deposits made, or seek specific performance.

7.2 **Buyer's Default**: If Buyer fails to perform any obligation under this Agreement, Seller may terminate this Agreement and retain any deposits made as liquidated damages.

8. Miscellaneous

8.1 **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

8.2 **Entire Agreement**: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, relating to the subject matter hereof.

8.3 **Amendments**: This Agreement may be amended only by a written instrument executed by both parties.

8.4 **Counterparts**: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures to Follow]

IN WITNESS WHEREOF, each of Seller and Purchaser here to has caused this Agreement to be duly executed as of the day and year first above written.

SELLER: THE CITY OF ROSWELL, NEW MEXICO

By: _____
Name: _____
Title: _____
Date: _____

Address for Notices to Seller:
425 N. Richardson
Roswell, NM 88201

PURCHASER: Jeffrey Miller

By: _____
Name: _____
Title: _____
Date: _____

Address for Notices to Purchaser:
7103 Forestview Dr.
Arlington, TX 76016

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 28.
Meeting Date: 11/13/2025
COMMITTEE: N/A
CONTACT: Hessel Yntema **CHAIR:** Mayor Pro Tem

ACTION REQUESTED:
Hold Closed Session: Pursuant to NMSA 1978 §§ 10-15-1H (5) and (8) for the discussion of collective bargaining strategy preliminary to collective bargaining negotiations and for the discussion of the purchase, acquisition or disposal of real property. (Halvorson/Yntema)

BACKGROUND:
Initiated by: Hess Yntema

Hold Closed Session pursuant to NMSA 1978 §§ 10-15-1H (5)and (8) for the discussion of collective bargaining negotiation the purchase of, aquisiton or disposal of real property.

FINANCIAL CONSIDERATION
There are no financial costs.

LEGAL REVIEW:
Pursuant to NMSA 1978, § 10-15-1(H) & (I), a majority of a quorum of the City Council may vote to enter closed session, to discuss a narrow range of topics. No action may be taken during the closed session.

BOARD AND COMMITTEE ACTION:
There is no board or committee review.

STAFF RECOMMENDATION:
Proceed as presented.