



PUBLIC SAFETY COMMITTEE MEETING
Tuesday, FEBRUARY 17, 2026 at 4:00 P.M.
City Hall Large Conference Room
425 N. Richardson Ave., Roswell, New Mexico 88201

Chair: Julianna Halvorson, Ward 2
Vice Chair: Carlos Marrujo Jr., Ward 5
Members: Angela Moore, Ward 5
Will Cavin, Ward 2
Cristina Arnold, Ward 1
Staff Liaison: Mike Mathews

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Consider approval of minutes from the January 13, 2026 Public Safety Committee meeting.

REGULAR ITEMS

2. Resolution 26-XX- The Resolution shall require the removal or demolition of three (3) dilapidated structures. (Franco)
3. Approval of the City of Roswell Police Department to enter into a 5-year lease beginning March 1, 2026, ending February 28, 2031, for Building No. 500 at the Roswell Air Center.
4. Review and approve the updated fire code reference in Chapter 13 of the City ordinance. (Olive)
5. Consider approval of the recommendation of award for ITB-26-009 -- Bathroom Remodel Project to Hubbard & Sons Inc. in the amount of \$37,078.15 (including Gross Receipts Tax). (Aldana)
6. Approval to enter into a leasing contract between Government Leasing Company and the Roswell Police Department (City of Roswell) to lease/purchase ten (10) 2026 Chevrolet Tahoe Police Package Vehicle (PPV), 4WD Black. (Aldana)

NON-ACTION ITEMS

7. Discussion on the move of the Roswell Police Department.

MONTHLY DEPARTMENT REPORTS

8. Community Development
9. Roswell Fire
10. Emergency Management
11. Consolidated Dispatch
12. Roswell Animal Services
13. RPD monthly report

14. AMR Monthly report

PUBLIC PARTICIPATION

ADJOURN

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1975 and Resolution 25-28.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 at least one week prior to the meeting or as soon as possible. Public documents including the agenda and minutes can be provided in various accessible formats. Please contact the City Clerk at 575-624-6700 if a summary of other type of accessible format is needed.

Printed and posted: **February 13, 2026**

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Public Safety Committee

Meeting Date: 02/17/2026

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

ACTION REQUESTED:

Consider approval of minutes from the January 13,2026 Public Safety Committee meeting.

Attachments

Minutes

Public Safety Committee Meeting
Held at City Hall Large Conference Room,
Tuesday, January 13, 2026 at 4:00 p.m.

Notice of this meeting was given to the public in compliance with Section 10-15-4, NMSA 1978, and Resolution 25-28

The meeting convened at 4:00 p.m. with Councilor Juliana Halvorson presiding and present, Councilor Carlos Marrujo – Absent, Councilor Cristina Arnold - Present, Councilor Angela Moore – Present, and Councilor Bob Corn – Absent.

Mr. Mathews reported to the Chair that we do have a quorum.

Staff present: Mike Mathews, Deputy City Manager; Steve Chaves, Fire Chief; Amalia Martinez, City Clerk; Angela Garcia, Deputy Clerk; Karen Sanders, Emergency Management; Toby Franco, Community Enhancement, Derek Washichek, Deputy Fire Chief; Shantel Mairot, Animal Control; Alison Herring, PVRCC; Randy Bunch, RFD; Jeff Bechtel, IT; Brittany Shannon, PVRCC;

Guests: Julius Smith, Rita Kane-Doerhoefer.

APPROVAL OF AGENDA

Councilor Moore moved to approve the agenda and remove Item #2 from the agenda; Councilor Arnold was the second. A voice vote was as follows: Councilor Halvorson – yes, Councilor Marrujo – absent, Councilor Arnold – yes, Councilor Moore -yes, Councilor Corn-absent. The motion passed 3-0.

APPROVAL OF MINUTES

1. Councilor Moore moved to approve the minutes from the December 16, 2025, Public Safety Committee Meeting. Councilor Arnold was the second. A voice vote was as follows: Councilor Halvorson=yes, Councilor Marrujo-absent, Councilor Arnold -yes, Councilor Moore – yes, Councilor Corn-absent, the motion passed 3-0.

REGULAR ITEMS

2. Item #2 was removed from agenda

NON-ACTION ITEMS

MONTHLY DEPARTMENT REPORTS

Departments presented the committee with their monthly reports and answered any questions.

3. Consolidated Dispatch, Ms. Herring presented the monthly report and answered questions.

4. Emergency Management, Ms. Sanders presented the monthly report and answered questions.

5. Community Development, Mr. Franco presented the monthly report and answered questions. 6

6. Roswell Animal Services, Ms. Mairot presented the monthly report and answered questions.

7. Roswell Police Department, Deputy Chief Taylor presented the monthly report and answered questions.

8 AMR monthly report in the packet

FOR THE RECORD: Councilor Moore left meeting at 5:02 PM.

PUBLIC PARTICIPATION

None

ADJOURNMENT

The meeting adjourned at 5:08p.m.

Next meeting will be February 17, 2026 @ 4:00 p.m.

Public Safety Committee

Meeting Date: 02/17/2026

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

ACTION REQUESTED:

Resolution 26-XX- The Resolution shall require the removal or demolition of three (3) dilapidated structures. (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 is to be reviewed by the Public Safety Committee at their meeting on February 17, 2026.

STAFF RECOMMENDATION:

Code Enforcement recommends approval of Resolution 26-XX.

Attachments

ATT 1 Resolution 25-XX Condemnations

ATT 2 Resolution 25-XX Condemnations

CITY OF ROSWELL
RESOLUTION 26-XX

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 12th day of March 2026.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

Location	Condition	Name
1813 CAMBRIDGE AVE JOHNSON & ALLISON REDIV BLK 1 VICTORIA HEIGHTS Block B Lot 19 Quarter SW S 29 T 10S R 24E	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	MEDINA, MODESTA VARGAS 1813 N CAMBRIDGE AVE ROSWELL, NM 88201
902 AVENIDA DEL SUMBRE CASA BONITA Block 5 Lot 20	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	ZAMORA, BENITA 902 AVENIDA DEL SUMBRE ROSWELL, NM 88203
107 E ALBUQUERQUE ST SOUTH ROSWELL Block 21 Lot S 14 16	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	ALBAREZ ESTATE, VINCENT S 1502 S UNION AVE ROSWELL, NM 88203

1813 CAMBRIDGE AVE



902 AVENIDA DEL SUMBRE



107 E ALBUQUERQUE ST



Public Safety Committee

Meeting Date: 02/17/2026

COMMITTEE: Public Safety

CONTACT: Hessel Yntema

CHAIR: Juliana Halvorson

ACTION REQUESTED:

Approval of the City of Roswell Police Department to enter into a 5-year lease beginning March 1, 2026, ending February 28, 2031, for Building No. 500 at the Roswell Air Center.

BACKGROUND:

Initiated by Michelle Sanchez

The City of Roswell Police Department requests to enter into a 5-year lease for Building 500, consisting of 23,0000 square feet and an adjacent area of land consisting of 5 acres more or less, located at the Roswell Air Center, commencing on March 1, 2026, and ending February 28, 2031.

FINANCIAL CONSIDERATION:

Tenant agrees to pay Landlord, as rent, the sum of three hundred sixty-eight thousand dollars and zero cents (\$368,000.00), payable in 12 monthly installments of \$30,666.67.

LEGAL REVIEW:

City Attorney has reviewed this lease.

BOARD AND COMMITTEE ACTION:

Referred by City Council on February 12, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

City of Roswell Police Department lease

MUNICIPAL PROPERTY USE AND LEASE AGREEMENT

THIS PROPERTY USE AND LEASE AGREEMENT (the "Lease"), is made and entered into as of the date of the last signature below, by and between the City of Roswell, a New Mexico municipal corporation existing under the laws of the State of New Mexico (together with its successors and assigns) ("City"), and Roswell Police Department ("Lessee"). The City and Lessee are collectively referred to herein as "The Parties."

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

WHEREAS, the Parties desire to enter into this Lease to set out the terms and conditions for such lease and use of the Leased Premises.

NOW THEREFORE, for and in consideration of the mutual obligations, covenants and agreements hereinafter set forth, City and Lessee agree as follows, to wit:

ARTICLE 1 – GRANTING CLAUSE AND LEASED PREMISES.

For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, City hereby leases to Lessee, and Lessee does hereby accept and lease from City in its current condition, as more specifically described on Exhibit "A" attached hereto and made a part hereof ("Leased Premises"), to include the surface only to the following real property, together with and other ancillary improvements located thereon:

Building No. 500, consisting of 23,000 square feet, more or less, and adjacent area of land consisting of 5 acres more or less, located at the Roswell Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

The address of the Leased Premises is commonly known as 47 Gail Harris Avenue, Roswell, NM 88203. The Leased Premises include existing infrastructure and buildings currently used for storing ammunition, explosives, and paperwork. As further set forth in Article 5, the Leased Premises are being leased "AS IS," including the environmental condition of the land, and City has made no representations or warranties of any kind or nature with regard to the existing or ongoing condition of the Leased Premises or its fitness or suitability for any particular use.

The rights granted herein are subject to all valid and existing rights in the Leased Premises.

ARTICLE 2 – TERM

2.01 Lessee shall commence leasing of the Leased Premises effective on March 1, 2026, for 5 years and shall terminate on February 28, 2031, collectively known as the "Lease

Period," unless terminated or canceled earlier as herein provided. City hereby approves, and shall not contest, relinquishment of this Lease by Lessee at any time following the Termination Date, provided that Lessee is not in default of the Lease at the time of said relinquishment, and also that Lessee surrenders the Leased Premises in compliance with this Lease.

ARTICLE 3 – RENT

3.01 Lessee agrees to pay to City as rent the sum of Three Hundred Sixty-Eight thousand dollars and Zero cents (\$368,000.00), payable in 12 monthly installments of \$30,666.67. Thereafter, the rent will be adjusted annually by 3 % or the latest 12-month percentage change in CPI-U (Consumer Price Index-U, U.S. city Average), whichever is greater. Rent and other fees are due on the first day of each month. Time is of the essence with regard to the payment of rent.

3.02 If Lessee fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Lessee shall pay to City an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting City in the exercise of any other right or remedy to which it may be entitled by reason of Lessee's failure to pay rent when due. All rent shall be paid to City without abatement, reduction or setoff of any kind except as herein specifically provided.

ARTICLE 4 – SECURITY DEPOSIT OR BOND

4.01 SECURITY DEPOSIT. Lessee has paid the amount of \$0.00 as a security deposit for Lessee's full and faithful performance of all terms of this Lease. This amount shall be used by City at the termination of this Lease toward a. payment for rent or penalties due City, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Leased Premises, and c. the cost of removal of any hazardous material not properly disposed of by Lessee. City shall be the sole and reasonable judge of all cleaning and repairs required for the Leased Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease, the security deposit shall first be applied to necessary cleaning and removal, repairs, and the remaining balance, if any, may then be applied to rentals and penalties then owing to City. Any refund of the security deposit due Lessee will be delivered or mailed within 60 days after the termination of this Lease.

ARTICLE 5 – CONDITION OF LEASED PREMISES

Lessee has inspected the Leased Premises and accepts Leased Premises in its present condition "as is". Lessee acknowledges that any requirements for accessibility and/or public accommodation(s) are Lessee's responsibility. Lessee agrees that the Leased Premises are in good repair and condition except as noted herein. Lessee agrees that, at the expiration of the term hereof, it shall yield up and deliver the Leased Premises to City in

as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

ARTICLE 6 – PURPOSE AND USE OF THE LEASED PREMISES

6.01 PERMITTED USE. Lessee shall use the Leased Premises for the sole and exclusive purpose of all related operations and activities required for the normal operations of the Roswell Police Department mission. No other uses shall be permitted.

6.02. SPECIAL EVENTS. City may, at its discretion, conduct or host special activities or events near or about the Premises or elsewhere at or about Airport. The City shall not be liable to Lessee or any Sublessee for any actual or alleged cost or loss, including, but not limited to, any actual or alleged loss of revenue or goodwill, caused by, resulting from, arising out of, relating to or in connection or conjunction with such special events.

6.03 MAINTENANCE.

a. While this Lease is in effect, the Lessor will maintain the facility as required at a maintenance fee of \$80,000.00 per year, which should be reconsidered between the parties annually. Including, without limitation, the interior and exterior walls, any heating, ventilating, and air conditioning systems, heating systems, any plumbing, electrical, and mechanical systems, ceilings, floors, wiring, and any non-public utilities. Lessor will maintain the improvements in a condition of safe occupancy during the term of this Lease to a standard as the current condition. City is additionally responsible for all structural items, including foundation, roof, and exterior walls.

b. Further, the Lessor shall maintain throughout the term of this Lease in good condition and repair, all nonstructural components of any improvements placed on the Leased Premises, including without limitation, the exterior, windows, glass, landscaping, driveways, parking areas, fences, doors, signage, and lighting, ordinary wear and tear excepted.

c. Lessee shall not make any alterations to the Lease Premises or improvements placed thereon without prior written approval by City. City's approval to make alterations shall not be unreasonably withheld. City hereby pre-approves any alterations or improvements necessary to ensure the safe occupancy of any structures placed on the Leased Premises.

6.04 HAZARDOUS MATERIALS. Lessee shall conduct all of its activities: (a) in compliance with all applicable environmental laws, rules and regulations and any other applicable laws and regulations applicable to the Lessee's use of the Leased Premises.

a. Without limiting the foregoing, if Lessee or its agents, employees, invitees, or contractors should in any manner, leak, discharge, spill or release hazardous materials,

deicing chemicals, or other fluids upon the Leased Premises, Lessee and its agents, or contractors shall be strictly liable to City, jointly legally and financially responsible and will incur direct liability pursuant to all applicable environmental laws.

b. In addition to all other indemnities provided in this Lease, Lessee agrees to defend, indemnify, and hold the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including reasonable attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the generation, manufacture, processing, use, release or other spills or leaks of chemicals and products that are or may become hazardous materials, the existence or discovery of any hazardous materials in excess of the levels allowed by all applicable environmental laws or violations of applicable environmental laws on the Leased Premises, the subsurface or the migration of any hazardous material from the Leased Premises to other properties or into the surrounding environment, in each case caused by the Lessee or its operations whether: (a) made, commenced or incurred during the Lease Period; or (b) made, commenced or incurred after the expiration or termination of this Lease if arising out of events occurring during the Lease Period; provided, however, Lessee's obligation to indemnify the City pursuant to this paragraph shall not apply with respect to either: (a) any hazardous material released by the City; or (b) any hazardous material (for which Lessee is not otherwise responsible) clearly demonstrated to have existed prior to this Lease or be migrating onto the Leased Premises from some other location through no fault of Lessee.

c. If there is a violation of any environmental laws concerning the presence, use, generation, storage or other management of hazardous materials, Lessee shall at its cost promptly take such action as is necessary to mitigate and correct the violation.

d. The foregoing indemnity shall survive the expiration or earlier termination of this Lease and will not be affected in any way by the amount of or the absence in any case of covering insurance or the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Leased Premises. In addition, Lessee shall be responsible for any environmental cost associated with negligence or willful acts or omission by Lessee, and notifications to appropriate regulatory agencies arising there from.

ARTICLE 7 – UTILITY AND OTHER CHARGES

In addition to all rent payable by the Lessee under Article 3, above, during the term hereof, Lessee shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Lessee upon the Leased Premises, and insurance, of whatsoever kind or nature, incident to or arising out of the conduct of Lessee's business. Failure to have an appropriate current license or permit for

Lessee's conduct of business shall be a breach of this Lease. Lessee will promptly pay all utilities and other charges used on the Leased Premises, including electric, gas, water, garbage, sewage, telephone, internet, all maintenance and operating costs and other services which may be incurred in connection with Lessee's use of the Leased Premises, and save harmless City therefrom. The City is not responsible for any payments that may be associated with any demolition or construction of any improvements or infrastructure.

ARTICLE 8 – LIEN

To secure the payment of any rent amount that becomes due, and to satisfy all reasonable costs incurred by City in recovering said rent amount, City shall have a first and prior lien on any and all improvements, fixtures, and equipment placed on the Leased Premises, owned by Lessee.

ARTICLE 9 – PERSONAL PROPERTY

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

ARTICLE 10 – IMPROVEMENTS

10.01 The Leased Premises include improvements, including but not limited to existing infrastructure and building currently used as storage. Lessee may use the existing improvements or remove existing improvements, subject to prior written approval by City. In addition, Lessee may, place the following improvements on the Leased Premises:

Specific improvements to the Leased Premises are subject to City's prior written approval.

10.02 No other improvements shall be placed on or alterations made to the Leased Premises without the prior amendment of this Lease pursuant to Article 22 hereof to permit such improvement placement. Lessee shall maintain and protect from waste and trespass all improvements placed on the Leased Premises.

10.03 Ownership Of Improvements, Improvement Removal And Reclamation Before relinquishment or termination of this Lease without re-lease to Lessee, or upon City's cancellation of this Lease as provided herein, City may either declare title to the improvements without payment or compensation to the Lessee or City may order the removal of such improvements. City may declare title to certain improvements and may order the removal other improvements. City will inventory the improvements and provide notice to the Lessee of its intent to declare title to the improvements or its order to remove

the improvements one (1) year before relinquishment or termination of the Lease. If City determines certain improvements must be removed, Lessee shall remove those improvements and shall restore the Leased Premises to their condition existing prior to the placement of said improvements; provided, however, if any rent amount is due and unpaid at the time of Lease cancellation or termination, Lessee shall remove improvements and restore the Leased Premises as herein provided only at such time, in such manner and under such conditions as City may in writing demand. So long as improvements are maintained to the standards contained in paragraph 6.02 above, City shall not order the removal of those improvements. Lessee hereby waives, and shall not assert, any right to compensation for improvements on the Leased Premises. This paragraph shall survive termination of this Lease. The foregoing rights of City shall be cumulative to City's right to cancel this Lease as herein provided.

10.04 Equipment. Except as otherwise provided herein, Lessee shall have the right to install such equipment as may be necessary to conduct of its business on the Leased Premises; and at the expiration or termination of the Lease, Lessee shall have the right to remove all of such equipment installed by Lessee that is removable without damage to the Leased Premises.

10.05 Signs And Advertising. Lessee shall not erect, maintain, or display any signs or other advertising at or on the Leased Premises without first obtaining the written approval of City, such approval not to be unreasonably withheld.

ARTICLE 11 – RELINQUISHMENT

Lessee, if not in default under this Lease, may at any time apply to relinquish the Lease to City and be relieved of further obligations under the lease, provided, however, such relinquishment shall not be valid or effective until approved in writing by City. Lessee must file an application to relinquish the Lease at least thirty (30) days prior to the date on which the Lessee requests the relinquishment to go into effect. City may condition relinquishment on any terms it deems reasonable. Upon relinquishment Lessee shall not be entitled to the refund of any rent previously paid.

ARTICLE 12 – ASSIGNMENT

Lessee shall not assign this Lease, any part thereof, or assign any improvements located on the Leased Premises without the prior written amendment of this Lease pursuant to Paragraph 22 hereof to permit such assignment. Any lease assignment without lease amendment shall be null and void. City may condition such lease amendment upon an increase in the rent amount and the modification or addition of other Lease provisions.

ARTICLE 13 – SUBLEASE

Lessee shall not sublease the rights granted hereunder, any part thereof, any portion of the Leased Premises or any improvements located on the Leased Premises without the prior written approval of City to permit such sublease. Any sublease without City's approval shall be null and void. City may condition such approval upon an increase in the rent amount and the modification or addition of other Lease provisions; however, any such modification or addition to the Lease shall not be unreasonable. The City's approval of a sublease shall not be unreasonably withheld.

ARTICLE 14 – COLLATERAL ASSIGNMENT

Any attempt to collaterally assign or leasehold mortgage Lessee's interest in this Lease, or in any Improvements, is void and will not vest the purported Lender with any right, title, interest, claim or privilege with respect to this Lease or Improvements, absent prior approval in writing by City.

ARTICLE 15 – WAIVER

No employee or agent of City has the power, right, or authority to orally waive any of the terms, conditions, or covenants hereof, and no waiver by City of any of the terms, conditions, or covenants hereof shall be effective unless in writing and executed by City. City's waiver of Lessee's breach or default of any of the terms, conditions or covenants hereof shall not constitute or be construed as a waiver of any other or subsequent breach or default by Lessee. The failure of City to enforce at any time any of the terms, conditions or covenants hereof or to exercise any option herein provided, or to require at any time performance by Lessee of any of the terms, conditions, or covenants hereof shall not constitute or be construed to be a waiver of such terms, conditions, or covenants, nor shall it affect the validity of this Lease or any part thereof, or City's right to thereafter enforce each and every such term, condition, and covenant.

ARTICLE 16 – WAIVER, RELEASE AND PROTECTION OF THE LEASED PREMISES

Lessee is leasing the Leased Premises based on Lessee's own inspection and investigation of and judgment regarding the Leased Premises. City makes no warranties or representations of any kind or nature with regard to the Leased Premises or with regard to this transaction.

If accidental discharge, release, spill, or fire or any other event having environmental consequence occurs, Lessee agrees to provide notice to City at the same time and in the same manner as Lessee is required to provide to the federal, state or local agency having responsibility for enforcing compliance with environmental laws, regulations and policy. Lessee agrees that, upon request by City, City shall have access to all reports, documents, test data, and all other materials provided by City to or received by Lessee from a

governmental agency having responsibility for enforcing compliance with environmental or other laws.

In the event City is required to incur any cost or expense to enforce the provisions of this lease, including but not limited to consultants, engineers, soil, air, or water sampling, and attorneys' fees and costs, Lessee shall be liable for and reimburse City for said costs and expenses.

ARTICLE 17 – LIABILITY; INDEMNIFICATION; INSURANCE.

17.01 LIABILITY. City shall not be liable to Lessee or to Lessee's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Leased Premises in connection with or arising out of Lessee's operations and use of the Leased Premises.

17.02 INDEMNIFICATION. Lessee shall hold harmless, indemnify and defend City, and City's employees, agents, and contractors, in both their official and individual capacities, from any and all liabilities, claims, losses, damages, or expenses, including but not limited to reasonable attorneys' fees, loss of land value, third party claims, penalties or removal, remedial or restoration costs arising out of, alleged to arise out of or indirectly connected with a) the operations hereunder of Lessee or Lessee's employees, agents, contractors, or invitees, b) the activities of third parties on the Leased Premises, whether with or without Lessee's knowledge or consent. In the event that any action, suit, or proceeding is brought against Lessee, Lessee shall, as soon as practicable but no later than three (3) days after it receives notice thereof, notify the legal counsel of City. This Paragraph shall survive the termination, cancellation, or relinquishment of this Lease, and any cause of action of City to enforce this provision shall not be deemed to accrue until City's actual discovery of said liability, claim, loss, damage, or expense.

Lessee further agrees that its obligation to indemnify, defend, and hold harmless City shall not be limited to the limits or terms of the liability insurance required pursuant to this Lease.

17.03 INSURANCE. Lessee shall purchase, or cause to be purchased, and maintain in effect during the Term of this Lease with insurance carriers or risk retention groups authorized to do business in the State of New Mexico and approved by the City, any insurance required by this paragraph. The insurance and additional insured requirements contained in this Lease are considered minimum coverage amounts, and Lessee may elect greater coverage limits than what is specified in this Agreement or as may be required by law. All applicable coverage, unless specified otherwise, shall remain in full force and effect until the expiration, cancellation, or termination of the Agreement and for the subsequent three (3) years following the expiration, cancellation, or termination for loss covered by and occurring during the term of the Lease.

A. General Liability Insurance

Lessee shall carry and maintain, at Lessee's cost and expense, a policy of commercial general liability insurance (in the broadest form then available in New Mexico) that names the City as an insured party or additional insured party protecting the City against claims for bodily injury, personal injury, death and property damage. Such insurance must include coverage for all exposures arising from Lessee's operations, and contractual liability, to protect the Lessee and any additional insured parties from claims for bodily injury, including death, as well as from claims for property damages or loss which may arise from activities, omissions, and operations of the Lessee under the Lease, whether such activities, omissions, and operations be by the Lessee, subcontractor, or by anyone employed by or acting for the benefit of the Lessee in conjunction with this Lease. Such liability insurance coverage shall also extend to damage, destruction and injury to City-owned or City-leased property and City personnel, and caused by or resulting from work, acts operations or omissions of Lessee.

Such an insurance policy must specifically provide coverage for the City and its employees and agents in minimum amounts of \$2 million dollars (\$2,000,000.00) for damage to or destruction of each legally described real property arising out of a single occurrence; 2 million dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury or death; and \$2 million dollars (\$2,000,000.00) with respect to any one occurrence. Higher coverage for the City may be reasonably required by the City from time to time, including but not limited to increases needed to provide complete coverage for City's maximum liability under the New Mexico Tort Claims Act, NMSA 1978 § 41-4-1 et seq. and New Mexico Civil Rights Act, NMSA 1978 § 41-4A-1 et seq. City shall have no liability for premiums charged for such coverage, and inclusion of City as an insured party is not intended to, and shall not make City a partner or joint venturer with Lessee in its operations.

B. Property Coverage

In addition, the Lessee must obtain at its own expense, insurance coverage adequate to protect its operations, property, employees, and agents in amounts Lessee finds sufficient, but in no case shall such property insurance coverage be for less than one hundred percent (100%) Replacement Cost of Improvements on an Agreed Value Basis. Lessee shall be solely responsible for obtaining insurance policies that provide coverage for losses of Lessee-owned property, including improvements, and City shall be named as an additional insured on the policy. City shall not be required to provide such insurance coverage or be responsible for payment of Lessee's costs for such insurance.

22.5. Within ten (10) days after the execution of this Lease by City and delivery to Lessee, Lessee shall deliver to City original or duplicate certificates of insurance evidencing all the insurance which is required to be maintained under this Lease by Lessee certifying that all

requirements set forth herein have been complied with, and within ten (10) days prior to the expiration of any such insurance, other original or duplicate certificates evidencing the renewal of such insurance. A certificate, policy, endorsement or rider which states that failure to give City notice imposes no liability or obligation on the insurer shall not be in compliance with this Lease. The following specific extensions of coverage must be indicated on the Certificate of Insurance:

- (1) Contractual liability
- (2) Bodily Injury and Property Damage liability
- (3) Premises operations
- (4) Personal injury
- (5) Advertising injury
- (6) Fire legal liability
- (7) Medical expense
- (8) Independent contractor/consultants/subcontractor/consultants
- (9) Products – completed operations
- (10) Pollution Liability
- (11) Additional insured endorsement (primary& non-contributing in favor of City)
- (12) Waiver of subrogation in favor of City

The above required Liability limits can be a combination of Primary Limits and Excess Liability/Umbrella limits. For example, certificates or policies stating that the insurer shall "endeavor to notify" and that "failure to give such notice imposes no obligation" on the insurer are unacceptable to City. Failure to comply with the insurance specifications in this Lease is a material breach of the Lease. Different types of required insurance may be written in one or more policies.

In the event of any cancellation of any insurance coverage required by or on behalf of Lessee pursuant to this Lease, whether it be for non-payment of premium or for other than non-payment of premium, or in the event of any adverse, material change of any insurance required by this Lease effected by the insurance carrier providing such coverage, Lessee must email a copy of the cancellation notice or notice of adverse, material change to City's legal counsel and mail a copy to the address below no later than three (3) business days after the receipt of a cancellation notice or a notice of adverse material change.

Air Center Manager

1 Jerry Smith Circle
Roswell, New Mexico 88203

City agrees to waive its rights of subrogation that it may have against Lessee in the event Lessee's insurance providers pay insurance proceeds to City based on any act or failure to act by Lessee.

ARTICLE 18- USE OF THE PREMISES. Security Responsibilities
Of Tenant, Tenant

1. USE OF THE PREMISES. Security Responsibilities of Tenant, Tenant Employees
and Other Persons.

No person may:

i. Tamper, interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper, interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.

ii. Enter, or be present within, a Secured Area, AOA, SIDA, or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.

iii. Use, allow to be used, or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or Vehicles in Secured Areas, AOAs, or SIDAs in any other manner than that for which it was issued by the Airport Authority.

b. Security Badges

i. Airport ID Badge

1. Persons who work or do business on Airport property on a permanent or long-term (longer than 30 days) basis must have an airport-issued identification in the form of an Airport ID badge. An individual holding an Airport ID badge may also be referred to as "badged personnel."

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

1. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities

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

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

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

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

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

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

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

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

- I. Environmental claims.
 - ii. Environmental expenses, including, without limitation, the handling, investigation, treatment, storage, decontamination, remediation, removal, transport or disposal of such hazardous materials.
 - iii. Liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.
- i. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of anything which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.
 - j. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the ROW's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

ARTICLE 19 – DEFAULT AND CANCELLATION

Upon Lessee's violation of any of the terms, conditions, or covenants contained herein, including the failure to pay the rent when due, City may cancel this Lease after providing Lessee thirty (30) days' notice of the default by registered mail. The mailing of such notice as herein provided shall constitute notice of City's intention to cancel the Lease and no proof of receipt of such notice shall be necessary in order for City to enforce the lease cancellation thirty (30) days after the mailing of the notice if Lessee has not cured the default to City's satisfaction within said thirty (30) day period. Lessee agrees that if a court of competent jurisdiction determines that Lessee has breached any of the terms, conditions or covenants of this Lease, Lessee shall pay the costs incurred by City in litigating the default, including reasonable attorney fees. In the event of a breach of the

terms of this Lease by the Lessee, the City also shall have all remedies available at law or equity.

ARTICLE 20 – DAMAGE OR DESTRUCTION OF LEASED PREMISES

In the event the Leased Premises are damaged by fire or other perils, City may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. City shall in its sole discretion have the option to: (1) to repair, reconstruct or restore the Leased Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above during the period of such repair, reconstruction or restoration, or (2) to give notice to Lessee at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Lessee such notice of termination, this Lease shall terminate and all interests of Lessee in the Leased Premises shall cease on the date so specified in such notice and Lessee shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Lessee in the Leased Premises, up to the date of such termination. If the damage is due to the fault or neglect of Lessee or its employees, as determined by City in its sole discretion, there shall be no reduction of rent.

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

ARTICLE 21 – COMPLIANCE WITH APPLICABLE FEDERAL, STATE, OR LOCAL LAW OR REGULATION

Lessee shall fully comply with all federal and state laws, regulations, rules, ordinances and requirements, applicable to the Leased Premises or to Lessee's operations thereon, including but not limited to all applicable federal and state laws governing water, endangered or threatened species, hazardous materials, environmental protection, land use, health and safety, cultural, historic or archeological/paleontological properties, waste, trespass, including all applicable federal, state, or local law or regulations that may be promulgated after the effective date of this Lease. Lessee agrees to protect the Leased Premises from waste or trespass. Lessee's compliance with all laws, regulations, and policy shall be at its own expense.

ARTICLE 22 – SCOPE OF AGREEMENT

This Lease incorporates all the agreements, covenants and understandings between City and Lessee concerning the subject matter hereof and all such agreements, covenants and understandings are merged into this Lease. No prior agreement or understanding between City and Lessee shall be valid or enforceable unless expressly embodied in this lease.

ARTICLE 23 – AMENDMENT

This Lease shall not be altered, changed, or amended except by an instrument executed by both City and Lessee.

ARTICLE 24 – APPLICABLE LAW

This Lease shall be governed by the laws of the State of New Mexico.

ARTICLE 25 – SUCCESSORS IN INTEREST; THIRD PARTIES

All terms, conditions, and covenants of this Lease and all amendments thereto shall extend to and bind the heirs, successors, and assigns of Lessee and City. There are no third-party beneficiaries of this Lease.

ARTICLE 26 – BANKRUPTCY

If Lessee should be adjudged bankrupt, either voluntarily or involuntarily, City shall have the option to pursue with the Court having jurisdiction all remedies to which City may be entitled in law or equity. In no event shall Lessee's interests in this Lease be deemed to be an asset of Lessee.

ARTICLE 27 -- HOLDOVER

If Lessee enters upon the Leased Premises after the termination or cancellation of this lease for any purpose, or leaves any equipment, buildings, materials, property or debris on the Leases Premises after the termination or cancellation of this lease, the rent due City for such entry or presence shall be prorated as provided in Article 3 plus 15% administrative for each day or any part of the day. Nothing contained herein shall be construed as the grant to Lessee of the right to enter the Leased Premises for any purpose after the termination or cancellation of this Lease without the prior written consent of City.

ARTICLE 28 – NOTICES

The addresses for notice are:

For Notice to City:

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City of Roswell Police Department

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

For Notice to Lessee:

City of Roswell Police Department
47 Gail Harris Avenue
Roswell, NM 88203

ARTICLE 29 – RULES OF CONSTRUCTION

(a) The captions and headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

(b) All references in this Lease to particular articles, sections or exhibits are references to articles or sections of or exhibits to this Lease unless some other reference is established.

ARTICLE 30 – CALCULATION OF TIME

Any time period calculated by reference to "days" means calendar days unless expressly otherwise stated; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 31 – STATUS OF CITY

Lessee acknowledges that City is a governmental entity which manages the Leased Premises pursuant to state law.

ARTICLE 32 – ENTIRE AGREEMENT AND AMENDMENT

This Lease is intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the Parties having been incorporated herein. No course of prior dealings between the Parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease. No representations, understandings, or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein.

[SIGNATURES TO FOLLOW]

16
City of Roswell Police Department

IN WITNESS WHEREOF, this Lease is executed the __ day of _____, 20__.

For City

By: Timothy Z. Jennings, Mayor

By: Hessel Yntema, City Attorney

For Lessee:

By: Lance Bateman, Chief of Police

Attest:

Amalia Martinez, City Clerk

EXHIBIT A PREMISES



EXHIBIT C: INSURANCE

1. MINIMUM SCOPE OF INSURANCE

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

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

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

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

☒ IV. **Professional Liability (Errors and Omissions)**: Insurance appropriate to City of Roswell Police Department 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 of Roswell Police Department maintains broader coverage and/or higher limits than the minimum shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by City of Roswell Police Department.

2. ADDITIONAL INSURED STATUS

The City, its council members, officials, officers, employees, agents, and volunteers are to be coverage as additional insured on the CGL policy with respect to liability arising out of the Work performed by or on behalf of City of Roswell Police Department, including materials, parts or equipment furnished in connection with

the Work. General Liability coverage can be provided in the form of an endorsement to insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10,0CG 20 26, CG 20 33, CG 20 38, CG 20 37 form is later revisions used)

3. PRIMARY COVERAGE

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

4. NOTICE OF CANCELLATION

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

5. WAIVER OF SUBROGATION

City of Roswell Police Department hereby grants to the City a waiver of any rights to subrogation which any of City of Roswell Police Department insurers may acquire against the City by virtue of the payment of any loss under such insurance. City of Roswell Police Department agrees to obtain any endorsement that may be necessary to affect this waiver of

subrogation, but this provision applies regardless of whether or not the city has received a waiver of subrogation endorsement for the insurer.

6. SELF INSURED RETENTIONS

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

7. ACCEPTABILITY OF INSURERS

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

8. CLAIMS MADE POLICIES

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

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

9. VERIFICATION OF COVERAGE

City of Roswell Police Department shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Section. All certificates and endorsements are to be received and approved by the City before the Work commences. Failure to obtain the required documents prior to

commencement of the Work, however, shall not waive City of Roswell Police Department obligations to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this specification at any time.

10. SPECIAL RISKS OR CIRCUMSTANCES

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

Public Safety Committee

Meeting Date: 02/17/2026

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

ACTION REQUESTED:

Review and approve the updated fire code reference in Chapter 13 of the City ordinance. (Olive)

BACKGROUND:

Initiated by: Jared Olive

New 2024 fire code adoption necessary for Fire Department ISO rating and State requirements.

FINANCIAL CONSIDERATION:

No notable impact.

LEGAL REVIEW:

To be discussed

BOARD AND COMMITTEE ACTION:

Public Safety referred to Legal Committee, (5-0), at their meeting on December 16, 2025. Legal Committee recommended approval 4-0 at its meeting on January 22, 2026. City Council recommended with a vote of 9-0 at its February 12, 2026, meeting to be referred back to Public Safety on February 17, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

proposed 2024 fire code update

ORDINANCE 26-XX

AN ORDINANCE AMENDING CHAPTER 13 FIRE PREVENTION AND PROTECTION

WHEREAS, the City of Roswell (the “City”) desires to adopt the 2024 International Fire as the City Fire Code.

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

SECTION Section 13-11. International Fire Code Adopted by Reference

- (a) There is hereby adopted by reference the 2024 Edition of the International Fire Code, as published by the International Code Council, and as amended herein by Chapter 13 of the Roswell City Code.

SECTION 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 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 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

Underscoring indicates addition to existing Code section.
~~Strike through~~ indicates delete of an existing Code section.

Public Safety Committee

Meeting Date: 02/17/2026

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

ACTION REQUESTED:

Consider approval of the recommendation of award for ITB-26-009 -- Bathroom Remodel Project to Hubbard & Sons Inc. in the amount of \$37,078.15 (including Gross Receipts Tax). (Aldana)

BACKGROUND:

Initiated by: Alberto Aldana

The City of Roswell issued ITB-26-009 seeking bids from qualified contractors for renovations to the restroom located at the West Lot Building, 4203 W. 2nd Street. The project includes demolition of existing fixtures, plumbing modifications, installation of new toilets and an ADA-compliant stall, upgraded lighting, installation of new toilet stall partitions and doors, interior wall and floor refinishing, and installation of a new entrance door.

Bids were opened on February 10, 2026, and three bids were received:

â€¢ Hubbard & Sons, Inc. -- \$34,245.76 (excluding GRT)

â€¢ Custom Construction II, LLC -- \$56,920.34 (excluding GRT)

â€¢ The Renov Team, LLC -- \$58,349.40 (excluding GRT)

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

FINANCIAL CONSIDERATION:

This project will be funded through Grant 24-12883, which is reimbursable. All eligible expenses incurred under this project will be submitted for reimbursement in accordance with the grant's terms and conditions.

LEGAL REVIEW:

Contract will be reviewed by the Legal Department upon award.

BOARD AND COMMITTEE ACTION:

The Public Safety Committee meeting scheduled for Tuesday, February 17, 2026, will be the first consideration of the recommendation for the award.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Award Recommendation Report
ITB-26-009 Bid Tabulation

Award Recommendation Report

Award Recommendation for: ITB-26-009 Bathroom Remodel Project

The City of Roswell issued Invitation to Bid (ITB) 26-009 seeking sealed bids from licensed and qualified contractors to complete a full remodel of the existing restroom located at the West Lot Building, 4203 W. 2nd Street, Roswell, New Mexico.

The project consists of demolition of existing restroom fixtures, plumbing modifications, installation of new toilets and an ADA-compliant stall, upgraded lighting, new toilet stall partitions and doors, interior wall and floor refinishing, and installation of a new entrance door, and all necessary cleanup, permits, and inspections in accordance with the specifications outlined in the ITB.

Bids were opened on February 10, 2026, and three (3) bids were received and reviewed

- Hubbard & Sons Inc from Roswell, NM - \$34,245.76 (excluding GRT)
- Custom Construction II LLC from Roswell, NM - \$56,920.34 (excluding GRT)
- The Renov Team LLC from Amarillo, TX - \$58,349.40 (excluding GRT)

After review, Hubbard & Sons Inc submitted the lowest responsive and responsible bid in the amount of \$34,245.76, excluding Gross Receipts Tax.

Staff recommends award of ITB-26-009 – Bathroom Remodel Project to **Hubbard & Sons Inc** for the total contract amount of \$34,245.76, plus applicable Gross Receipts Tax.

Sincerely,



Arely Peek
Purchasing Agent



BID TABULATION
ITB No. ITB-26-009
Bathroom Remodel Project
RESPONSE DEADLINE: February 10, 2026, at 2:00 pm

VENDOR TOTALS

Vendor	Total
Hubbard & Sons Inc	\$34,245.76
Custom Construction II LLC	\$56,920.34
THE RENOV TEAM LLC	\$58,349.40

PRICING TABLE

Pricing Table				Custom Construction II LLC	Hubbard & Sons Inc	THE RENOV TEAM LLC
Selected	Line Item	Description	Unit	Lump Sum Bid (Excluding GRT)	Lump Sum Bid (Excluding GRT)	Lump Sum Bid (Excluding GRT)
X	1	Bathroom Remodel Project	Lump Sum	\$56,920.34	\$34,245.76	\$58,349.40
Total				\$56,920.34	\$34,245.76	\$58,349.40

Public Safety Committee

Meeting Date: 02/17/2026

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

ACTION REQUESTED:

Approval to enter into a leasing contract between Government Leasing Company and the Roswell Police Department (City of Roswell) to lease/purchase ten (10) 2026 Chevrolet Tahoe Police Package Vehicle (PPV), 4WD Black. (Aldana)

BACKGROUND:

Due to ongoing usage and wear of vehicles, the Roswell Police Department needs to replace vehicles on a regular basis. This includes car crashes, factory recalls, etc. Currently, there is no replacement scheduled for any police department vehicles. Switching to a lease program would allow the Roswell Police Department to better forecast and budget vehicle expenses, while maintaining newer vehicles for the department.

The Roswell Police Department request to go into a leasing agreement to purchase ten (10) 2026 Chevrolet Tahoe PPV, 4WD. The agreement is to lease/purchase the vehicles in five (5) payment installments. By doing so, this would allow the ten vehicles to be more affordable than spending the total amount at one time. This contract includes the ten (10) 2026 Chevrolet Tahoe PPV, 4WD and all emergency equipment. The vehicles will be from Melloy Fleet out of Las Lunas, NM. The outfitting is from American Emergency Products out of Albuquerque, NM.

If the vehicle is totaled during the lease, the City of Roswell files the insurance claim. The City of Roswell then has the option of replacing the totaled car, paying for the car or reducing payment.

FINANCIAL CONSIDERATION:

The leasing contract is as follows :

The total cost of the five (5) year leasing contract is \$1,021,340.00

Five (5) yearly payments of \$233,495.00

First annual payment due on 8/1/2026.

The vehicle(s) is then offered to purchase for \$1.00 after completing all the Lease Payments.

Today's market rate is between 5.8-6% interest rate.

LEGAL REVIEW:

TBD

BOARD AND COMMITTEE ACTION:

TBD

STAFF RECOMMENDATION:

TBD

Attachments

Municipal Lease purchase quote
Municipal Purchase Agreement
Sample Municipal Option

GOVERNMENT LEASING COMPANY

MUNICIPAL LEASING - MUNICIPAL RENTAL - FEDERAL FINANCING

830 Tenderfoot Hill Rd Suite 301, Colorado Springs, CO 80906 PH: 800-822-8070 FAX: 719-576-0370 WEB: <http://www.gleasing.com>

MUNICIPAL LEASE PURCHASE RATE QUOTE FOR FINANCING

February 13, 2026

ATTN: Karen Sluga
Karen@MelloyFleet.com
Melloy Auto Group
NM

FROM: Tom Wittwer

PH#: (505) 866-3005

FAX:

QUOTE: 26081

LESSEE: Roswell, New Mexico

LEASED PROPERTY: 10-2026 Chevrolet Tahoe PPV, 4WD Black

Leased Property Cost	Maintenance Amount	Total Amount Financed	Total Pmts/Pmts per Year	Payment	*# Pmts in Adv
\$1,021,340.00	Not included	\$1,021,340.00	5/1	\$233,495.00	0

A Municipal Lease Purchase Agreement has standard non-appropriation protections for the Lessee and provides the Lessee with an option to purchase the leased property for \$1.00 after the timely making of all lease payments.

*First annual payment due on 8-1-26 and annually thereafter

Quotation assumes delivery and acceptance by 4-1-26

If there is a non-appropriation, there will be an excessive mileage charge of \$.75/mile/car for additional miles over 22,000/car/year

This quotation is valid for fifteen (15) days and is subject to, and contingent upon, approval of the Lessee's financial statements, the timely execution and delivery of transaction documents containing such terms and conditions as shall be determined by Government Leasing Company in its sole discretion. By submitting this quotation, Government Leasing Company is not agreeing to any other terms or conditions, express or implied, including, but not limited to any terms in any bid solicitation and award related to this proposed transaction.

MUNICIPAL PURCHASE AGREEMENT

LESSOR: _____	Agreement No. _____
LESSEE: _____	VENDOR:
NOTE: This is an interest income tax-exempt transaction. No TIN/SSN must be provided because none of the payments are I.R.S reportable (such as Form 1099) (See Sections 103, 149, and 6041 of the Internal Revenue Code of 1986, as amended, and the Instructions for Forms 1099, 8038-G and 8038-GC.)	
EQUIPMENT DESCRIPTION	
Equipment is new unless otherwise noted. See Acceptance Certificate for Equipment Location. Lessor assumes and shall have no responsibility for performance or maintenance of Equipment. Equipment is to be insured by Lessee. VENDOR IS NOT AN AGENT OF LESSOR and no representative of Vendor is authorized to waive, supplement or otherwise alter any provision hereof. Maintenance and/or supplies ARE NOT included in this Agreement unless specified in the Equipment Description. Lessor or assignee has a security interest in Equipment and <u>must be</u> notified in writing of any removal or trade-in of Equipment before full payment is made to Lessor or assignee.	
EQUIPMENT COST – TERM – PAYMENTS	
Lease Term:	
Lease Payments:	_____ total payments of \$_____, payable as follows: \$0.00 upon written acceptance of the Equipment, and \$_____ thereafter on the same day until expiration of the full Lease Term.
Total Amount Financed:	\$_____ - includes no taxes, any and all additional taxes will be the sole responsibility of Lessee.
PURCHASE OPTION AMOUNT:	\$1.00 after timely making all Lease Payments.
STATE OF LESSEE	

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS BELOW AND ON THE FOLLOWING PAGES, WHICH TERMS ARE MADE A PART HEREOF.

TERMS AND CONDITIONS

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Equipment for the following purposes and upon the following terms and conditions:

ARTICLE I: COVENANTS OF LESSEE.

Section 1.01. Lessee Covenants. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignee(s), as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State named above ("State") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.
- (b) Lessee has been duly authorized to execute, deliver and perform this Agreement in accordance with the Constitution and laws of the State and under the terms and provisions of the resolution of its governing body, or by other appropriate official approval. Lessee further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. If requested, Lessee shall deliver to Lessor an opinion of Lessee's counsel in form acceptable to Lessor.
- (c) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.
- (d) During the period this Agreement is in force, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue performing its obligations under this Agreement as may be reasonably requested by Lessor. Lessee further agrees to make its best effort to budget for and have appropriated for each budget and/or appropriation cycle, sufficient funds to make the Payments throughout the entire Lease Term. The Equipment described above is not being leased on any type of a trial or rental basis.
- (e) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term plus any Renewal Terms.
- (f) The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement, will not be or become a fixture under applicable law.
- (g) The Equipment described above is NOT BEING LEASED ON ANY TYPE OR FORM OF A TRIAL OR RENTAL BASIS.
- (h) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986 (the "Code"), including without limitation Sections 103 and 1"Total_Number_of_Payments» thereof, and the applicable regulations of the U.S. Treasury Department in order to maintain the exclusion of the interest components of Payments from gross income for the purposes of U.S. federal income taxation.
- (i) Lessee will use the proceeds of this Agreement as soon as practicable, and with all reasonable dispatch, for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Agreement, would have caused any portion of the Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 1"Total_Number_of_Payments» of the Code, as amended, and the applicable regulations of the U.S. Treasury Department.
- (j) Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3) (B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(C)(3) bonds) issued, or to be issued, by Lessee and all subordinate entities thereof during the calendar year of commencement of this Agreement (the "Issuance Year") is not reasonably expected to exceed \$10,000,000.00 Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000.00 of qualified tax-exempt obligations (including this Agreement, but excluding private activity bonds other than qualified 501(c)(3) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt obligations acceptable to Lessor that the designation of this Agreement as a "qualified tax-exempt obligation" will not be adversely affected. [Omit and initial this paragraph if it is not applicable.]
- (k) Lessee represents and warrants that it is a governmental unit, under the laws of the State with general taxing powers, this Agreement is not a private activity bond as defined in Section 141 of the Code, as amended, 95% or more of the net proceeds of this Agreement will be used for local governmental activities of Lessee and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued, or to be issued, by the Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$5,000,000.00 Lessee and all subordinate entities thereof will not issue in excess of \$5,000,000.00 of tax-exempt bonds (including this Agreement, but excluding private activity bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the excludability of the interest on the Agreement from gross income for federal tax purposes will not be adversely affected. [Omit and initial this paragraph if it is not applicable.]

ARTICLE II: DEFINITIONS.

Section 2.01. Defined Terms. The following terms will have the meanings indicated below unless otherwise defined in the Agreement or the context clearly requires otherwise:

- (a) "Agreement" means this Municipal Lease and Option Agreement.

- (b) **"Lease Term"** means the Original Term defined in Article III hereof and a sufficient number of automatic renewal Terms as will equal the Lease Term set forth on the face of this Agreement
- (c) **"Lessor"** means (i) the entity designated on the face of this Agreement as Lessor hereunder, (ii) any surviving, resulting or transferee corporation, and (iii) except where the context requires otherwise, any assignee(s) of Lessor.
- (d) **"Buy-out After Payment Amount"** means the amount of the payments for the balance of the entire Lease Term (assuming no early termination) plus the Purchase Option Amount shown above, if any, discounted to the date of payment at the rate equal to the rate paid on United States Treasury obligations have a similar term as of the date of original acceptance of the Equipment by the Lessee, plus payment of any amounts due hereunder but not yet paid, together with interest on such overdue amounts at ten percent (10%) per annum through the date of payment.
- (e) **"Renewal Term(s)"** means the automatic renewal periods of this Agreement, each having duration of one (1) year co-terminus with Lessee's fiscal year except the last of such periods which shall end on the anniversary of the Commencement Date. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Payments shall be as provided in the attached Payment Schedule.
- (f) **"UCC"** means the Uniform Commercial Code as presently adopted in the State of Colorado.
- (g) **"Vendor"** means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III: LEASE TERM.

Section 3.01. Lease Term. The Original Term of this Agreement shall commence on the date the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance ("Commencement Date") and shall terminate the last day of Lessee's current fiscal year, provided this Agreement shall automatically renew for successive Renewal Terms for the duration of the Lease Term at the end of the Original Term and any Renewal Term unless the Lessee gives written notice to Lessor not less than thirty (30) days prior to the end of the Original Term or Renewal Term then in effect of Lessee's intention to terminate this Agreement pursuant to Section 5.05. If Lessee fails to accept the Equipment within a reasonable time after its delivery (not to exceed ten (10) days), then at the option of Lessor, the obligations of Lessor to provide the Equipment to Lessee hereunder may be cancelled and in such event Lessee shall assume all of Lessor's obligations under any purchase order or purchase agreement with the Vendor related to the Equipment in lieu of its obligation to make Payments. Further, in such case, Lessee agrees to indemnify and hold Lessor harmless from any claims, including demand for payment of the purchase price of the Equipment.

ARTICLE IV: INSPECTION.

Section 4.01 Inspection. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment and all related records.

ARTICLE V: PAYMENTS.

Section 5.01. Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that for purposes of any applicable Constitutional or statutory limitations the obligation of Lessee to pay Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any such limitations or requirements, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 5.02 Payments. Lessee shall pay Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement without invoice or other written demand. A portion of each Payment is paid as, and represents payment of, interest and principal, respectively. The Payment Schedule sets forth the interest component and principal component of each Payment during the Lease Term.

Section 5.03 Payments to be Unconditional. Subject to Section 5.05, the obligation of Lessee to make payment of all Payments and other payments required under this Agreement shall be absolute and unconditional in all events and are intended by the parties to be "net" of taxes and insurance Lessee shall make all such payments when due and shall not withhold any such payments as a result of any disputes arising between or among Lessee and Lessor, any Vendor or any other person, nor shall Lessee have the right to assert any set-off, reduction or deduction, defense, or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances or any other reason.

Section 5.04 Continuation of Lease Term by Lessee. Lessee intends to renew this Agreement through all of the Renewal Terms and to pay all the Payments hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all Payments during the Original Term and each Renewal Term can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which Payments may be made, including making provision for such payments to the extent necessary in each bi-annual, annual, or otherwise periodic budget submitted and adopted in accordance with applicable provisions of state and local law, to have such portion of the budget approved and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

Section 5.05 Non-appropriation. In the event sufficient funds shall not be appropriated for the payment of the Payments required to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the Original Term or then current Renewal Term, and Lessee shall not be obligated to make Payments provided for in this Agreement beyond the Original Term or the then current Renewal Term. Lessee agrees to deliver proof of non-appropriation including rejection of reviews and appeals and notice to Lessor of such termination at least thirty (30) days prior to the end of the Original Term or the then current Renewal Term. However, failure to deliver such proof of non-appropriation and notice to Lessor shall not extend the term of this Agreement beyond the end of the Original Term or the then current Renewal Term. If this Agreement is terminated under this Section 5.05, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location specified by Lessor that is a reasonable distance from the initial location of the leased Equipment. Lessee shall complete such delivery on or before the last day of the then current Original Term or Renewal Term.

ARTICLE VI: TITLE TO EQUIPMENT; SECURITY INTEREST.

Section 6.01 Title to the Equipment. During the term of this Agreement, risk of loss and title to the Equipment and any and all additional, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 12.01 or non-appropriation as set forth in Section 5.05, title to the Equipment shall immediately vest in Lessor, and Lessee will, upon Lessor's request, surrender possession of the Equipment to Lessor. Lessee, irrevocably, hereby designates, makes, constitutes and appoints Lessor, its successors and assigns (and any designee) as Lessee's true and lawful attorney (and agent-in-fact) with power of substitution, at such time of default or non-appropriation or times thereafter as Lessor in its discretion may determine, in Lessee's name, to endorse the name of Lessee upon a Bill of Sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment to vest title in Lessor, its successors or assigns and transfer possession to Lessor.

Section 6.02 Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a first priority purchase money security interest in the Equipment and on all additions, attachments, improvements, accessions and substitutions thereto, all rentals, accounts, chattel paper arising therefrom and on any proceeds (including insurance proceeds) of any of the foregoing. Lessee agrees to execute and authorizes Lessor to execute and file on Lessee's behalf, such additional documents, including a UCC-1 financing statement in the form required for filing, and such other financing statements, certificates of title, affidavits, notices and similar instruments, satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment.

ARTICLE VII: MAINTENANCE; MODIFICATION; TAXES; AND INSURANCE.

Section 7.01 Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term, Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and will from time to time make or cause to be made all necessary and proper repairs, replacements and modifications. Unless otherwise agreed by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor or such other firm as Lessee may choose subject to the express written approval of Lessor, which approval shall not be unreasonably withheld.

Section 7.02 Taxes, Other Governmental Charges and Utility Charges. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purpose of Lessee and, therefore, the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event the ownership, use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes payable by Lessor) Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment. If such tax is imposed directly on Lessor or its assigns, Lessee shall reimburse the person paying such tax on demand. If Lessee causes or allows events to happen that changes the interest income tax-exempt status of this Agreement, as outlined in Sections 103, 149, and 6041 of the Internal Revenue Code of 1986, as amended, or, assuming the Lessee has designated this Agreement as a "qualified tax-exempt obligation", if the Lessee exceeds ten million dollars (\$10,000,000.00) in "qualified tax-exempt obligations", as specified in Section 265 (b) (3) (B) of the Internal Revenue Code of 1986, as amended, during the calendar year of commencement of this Agreement so that Lessee does not qualify as a "qualified small issuer" thereunder it will pay the "taxable interest rate" on this Agreement retroactive to its Commencement Date. The "taxable interest rate" is hereby defined as that rate that results in the same after tax yield to the Lessor or to its Assigns, as the tax-exempt rate on this Agreement or the highest rate permitted by law, whichever is less. In all events, Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment.

Section 7.03 Insurance. At its own expense Lessee shall cause casualty, PUBLIC LIABILITY AND PROPERTY DAMAGE insurance to be carried and maintained, or shall demonstrate to Lessor's satisfaction that adequate self-insurance is provided with respect to the Equipment, in such amounts and with such insurers as Lessor may determine but in no event less than an amount sufficient to protect the full replacement value (new) of the Equipment or the then applicable Buy-Out After Payment Amount, whichever is greater, and to protect Lessor from any liability related to the Equipment in all events. All insurance proceeds from casualty losses shall be payable as provided in Article VIII hereof. Lessee shall pay all deductibles and shall furnish to Lessor, or to its Assigns, Certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies, which cover not only the Equipment but also other properties. If Lessee shall insure similar properties by self-insurance, Lessee will insure the Equipment by means of an adequate insurance fund. All insurance shall name Lessee and Lessor as insureds and lender loss payees as their respective interests may appear and shall provide for at least ten (10) days prior written notice by the underwriter or insurance company to the Lessor and its assigns in the event of cancellation, change, modification or expiration. All such insurance shall be with insurers and in amounts as otherwise acceptable to Lessor. Lessee shall also notify Lessor of any insurance claims regarding the Equipment.

ARTICLE VIII: DAMAGE; DESTRUCTION AND CONDEMNATION; PROCEEDS.

Section 8.01 Damage, Destruction and Condemnation. Lessee is responsible for the entire risk of loss, theft, destruction, or damage (including any condemnation, seizure or requisition of title, use or governmental taking) to the Equipment from any cause whatsoever, whether insured or not (collectively a "Loss"). No Loss shall relieve Lessee from making any Payment and Lessee shall continue to satisfy all its obligations hereunder. If prior to the termination of the Lease Term and the satisfaction by Lessee's of all Lessee's obligations under this Agreement, the Equipment or any portion thereof is subject to a Loss that results in five hundred dollars (\$500) or more of damage or is subject to any other Loss, Lessee shall immediately, notify Lessor of the circumstances and extent of the Loss and shall pay to Lessor in immediately available funds the Buy-Out After Payment Amount in accordance with Section 8.02 below. Lessor will cause the proceeds of any insurance claim or condemnation award, after deducting all expenses (including attorney's fees) incurred in the collection of such claim or award ("Net Proceeds"), to be applied to such Lessee's obligations pursuant to Section 8.02.

Section 8.02 Application of Net Proceeds. Lessee shall, pay to Lessor on the Payment due date next succeeding the date of such Loss, the amount of the Buy-Out after Payment Amount applicable to such date, plus any other amounts payable by Lessee hereunder, and, upon payment in full of such amounts, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate. Lessee shall retain Net Proceeds in excess of the then applicable Buy-Out after Payment Amount, if any. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations hereunder, Lessee shall make such payments to the extent of any deficiency.

ARTICLE IX: DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE.

Section 9.01 Disclaimer of Warranties. LESSEE ACKNOWLEDGES THAT THE EQUIPMENT IS LEASED "AS IS", "WHERE IS", "AND WITH ALL FAULTS", AND THAT LESSOR MAKES NO AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT TO ANY CHARACTERISTICS OF THE EQUIPMENT WHATSOEVER AND LESSOR IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT OR THE VENDOR'S AGENT AND NO SUCH PERSON IS LESSOR'S AGENT FOR ANY PURPOSE. LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS OR SERVICE TO THE EQUIPMENT, DEFECTS THEREIN OR FAILURES IN THE OPERATION THEREOF OR FOR ANY INDIRECT SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF THE EQUIPMENT OR ANY ITEM THEREOF OR SERVICES PROVIDED FOR IN THIS AGREEMENT, OR ANY SERVICES PROVIDED BY VENDOR. LESSEE HAS MADE THE SELECTION OF EACH ITEM OF EQUIPMENT BASED ON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY LESSOR. Any transfer of the Equipment to the Lessee shall be made disclaiming all express and implied warranties from Lessor and its assigns.

Section 9.02 Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties, representations or covenants of the Equipment, which Lessor may have against the Vendor of the Equipment but any action taken by Lessee by reason of such assignment shall be at Lessee's sole expense and shall be consistent with Lessee's obligations under this Agreement. Lessee's sole remedy for the breach of any such warranty, indemnification or representation shall be against the Vendor and/or manufacturer of the Equipment. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability or enforceability of such warranties of the Vendor or manufacturer.

Section 9.03 Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or user manual or in a manner contrary to that contemplated by this Agreement and shall use the Equipment in a business, prudent like manner for its originally intended purpose only. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement. Lessee agrees that no more than 10% of the use of the Equipment in any month will be by persons or entities other than the Lessee or its employees on matters relating to such employment, and no more than 5% of the use of the Equipment in any month will be unrelated to use by or for the Lessee. Lessee further agrees that no management contracts will be entered into with respect to the use of the Equipment unless: (a) at least half of the compensation is on a periodic, fixed fee basis; (b) no compensation is based on a share of net profits; (c) the Lessee is able to terminate the contract without penalties at the end of any three years; and (d) the total term of such contract, including any renewals does not exceed five years. Without the written consent of Lessor, Lessee shall only keep the Equipment at the address shown above.

ARTICLE X: EARLY OPTION TO PURCHASE.

Section 10.01 Early Purchase Option. Provided Lessee is not in default hereunder, Lessee may, upon giving Lessor not less than thirty (30) days prior written notice, elect to purchase all, but not less than all, of the Equipment on any Payment due date for the Buy-Out After Payment Amount. Upon exercise of this early option to purchase, Lessee shall pay these amounts to Lessor or its assigns, on demand. As a condition precedent to exercising this early option to purchase, Lessee shall deliver to Lessor and its assigns a termination of any maintenance funding or disbursing obligations related to this Agreement.

ARTICLE XI: ASSIGNMENT; SUBLEASING; AND ADDITIONAL COVENANTS.

Section 11.01 Assignment by Lessor. This Agreement, and the right to receive the Payments and amounts to be made hereunder but none of Lessor's obligations, may be assigned by Lessor and reassigned in whole or in part to one or more assignees at any time subsequent to the execution of this Agreement, without obtaining the consent of Lessee. Lessor agrees to give notice of assignment, including the name and address of the assignee, and upon receipt of such notice Lessee agrees to make all Payments and other amounts to the assignee designated in the notice of assignment, notwithstanding any claim, defense, set-off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested and provided by Lessor or its assignee in order to protect their interests in the Equipment and in this Agreement. The Lessee covenants and agrees with the Lessor and each subsequent assignee of Lessor to maintain for the full term of this Agreement a complete and accurate written record of each such assignment and reassignment in form necessary to comply with Section 149(e) of the Internal Revenue Code of 1986, as amended, and the regulations proposed or existing from time to time promulgated hereunder. Anything in the foregoing apparently to the contrary notwithstanding, the Lessor's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for holders of certificates of participation in this Agreement, provided the Lessee receives written notification of the name and address of such collection and paying agent, and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

Section 11.02 No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 11.03 Additional Covenants. To the extent permitted by the laws and Constitution of the State, Lessee shall protect, defend and hold harmless Lessor from and against any and all liability, obligations, losses, claims, suits and damages whatsoever, regardless of cause thereof (except for such liability, obligation, loss, claim or damage directly caused by the gross negligence or willful misconduct of Lessor), and expenses in connection therewith, including, without limitation, reasonable counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE XII: EVENTS OF DEFAULT AND REMEDIES.

Section 12.01 Events of Default Defined. The following shall constitute an "event of default" hereunder:

- A. Failure by Lessee to pay any Payment or other payment required to be paid hereunder at the time specified herein; or
- B. Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed not described in Sections 12.01 A, C, D or E if such failure is not fully remedied within thirty (30) days after Lessor's written notice to Lessee, provided, however, if the failure stated in the notice cannot be corrected within the applicable time period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or
- C. Breach of any material representation or warranty by Lessee under this Agreement, the failure by Lessee to provide insurance as required by this Agreement, the failure of Lessee to observe and perform the conditions specified under Sections 9.03 or 11.02 or the failure to return the Equipment immediately as specified in Section 13.10 and this Agreement; or
- D. Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any existing or future bankruptcy, insolvency or other similar law or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or
- E. A petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

Section 12.02 Remedies on Default. Upon the occurrence of an event of default, Lessor shall have the right, at its discretion without any further demand or notice, to exercise any one or more of the following remedies:

- A. By written notice to Lessee, Lessor may declare all Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be immediately due, provided that such amounts shall be immediately due and payable upon an event of default specified under section 12.01(D) and (E) above;
- B. With or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment in a commercially reasonable manner at public or private sale, in bulk or in parcels, whether the Equipment is present at such sale, with or without repairing the Equipment, and with or without notice except to the extent required by applicable law, and if notice is required by the applicable law such requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the public sale or the time after which any other disposition is to be made with the net proceeds thereof to be applied as provided herein (provided that any action unless otherwise specifically stated in writing with a reference to the UCC by Lessor shall be deemed a cancellation under Article 2A-505);
- C. Require Lessee at Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Section 13.10 hereof;
- D. If Lessee fails to return the Equipment for any reason, the Lessee shall pay to Lessor the Buy-Out after Payment Amount,
- E. Take whatever other action at law or in equity that may appear necessary or desirable to enforce Lessors rights, including without limitation those rights under the UCC; and,
- F. The proceeds of such sale, lease or sublease of the Equipment pursuant to Section 12.02 B shall be applied in the following order: 1) to all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling, leasing or subleasing of the Equipment and all brokerage, auctioneers' and attorneys' fees 2) all obligations of Lessee payable under this Agreement and 3) the balance to the Lessee unless Lessee shall so waive such payment. If the proceeds of such sale, lease or sublease shall be insufficient to pay all of items 1) and 2) Lessee shall remain liable for any deficiency to the extent permitted by applicable law.

Section 12.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default or the failure at any time to require strict performance by Lessee shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. A waiver on one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. No waiver or consent shall be binding upon Lessor unless it is in writing and signed by Lessor.

ARTICLE XIII: MISCELLANEOUS.

Section 13.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective addresses.

Section 13.02 Binding Effect. Subject to the limitations on assignment, this Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03 Severability; Interest Limitations. In the event any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof. Lessee will not be required to pay and Lessor will not be permitted to collect any amount in excess of the maximum amount of interest permitted by law ("Excess Interest"). If any Excess Interest is provided for or determined to have been provided for under this Agreement, then: (A) this subsection shall govern and control; (B) Lessee will not be obligated to pay any Excess Interest; (C) any Excess Interest that Lessor may have received hereunder shall be, at Lessor's option (1) applied as a credit against the outstanding lease payment obligations (not to exceed the maximum amount permitted by law), (2) refunded to Lessee, or (3) any combination of the foregoing; (D) any interest rate(s) provided for herein shall be automatically reduced to the maximum lawful rate allowed under applicable law, and this Agreement shall be deemed to have been, and shall be, reformed and modified to reflect such reduction; and (E) Lessee will not have any action against Lessor for any damages arising out of the payment or collection of any Excess Interest.

Section 13.04 Advances, Late Fees. In the event Lessee fails to pay any amounts due hereunder or to perform any of its obligations under this Agreement, Lessor may at its option pay such amounts or perform

such obligation, and Lessee shall reimburse Lessor the amount of such payment or cost of performance upon demand, together with interest at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less.

Section 13.05 Execution in Counterparts. This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument. The counterpart bearing Lessor's manually applied signature and marked "original" shall constitute the sole "record" constituting "chattel paper" with respect to this Agreement under the UCC.

Section 13.06 Applicable Law, Venue. To the extent allowed by applicable law, this Agreement shall in all respects be governed by and construed in accordance with the laws of the state of Colorado, including all matters of construction, validity and performance. Lessee acknowledges that this Agreement was entered into in El Paso County, CO, and that the parties have agreed that any action or proceeding regarding this Agreement, the Equipment or any cause of action whatsoever arising from or related to this Agreement shall be maintained in the state or federal courts in said state and county and Lessee hereby submits to jurisdiction and venue, waiving any claim of improper jurisdiction or venue or forum non conveniens, agreeing to accept service at Lessee's place of business in any such action. Nothing in this section shall affect the right of any party to serve legal process in any other manner permitted by law or affect the right of any party to bring any action or proceeding in the courts of any other jurisdiction.

Section 13.07 Captions, Rules of Construction. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement. The expression "satisfactory to Lessor", "determined by Lessor" "in Lender's Lessor", "at Lessor's discretion" or similar words which grant Lessor the right to choose between alternatives or to express its opinion, shall mean that the satisfaction, judgment, choices and opinions are to be made in Lessor's sole and absolute discretion; and "material" as used herein shall be construed to mean significant in Lessor's judgment, taking into account all relevant facts and circumstances including the nature and amount of exposure to Lessor.

Section 13.08 Entire Agreement. This Agreement and any supplements, addendum or documents executed in connection herewith constitutes the entire agreement between Lessor and Lessee and may not be amended, altered or modified except by written instrument signed by Lessor and Lessee. The execution of such writing by Lessor's assignee shall be sufficient for such purposes if Lessor has assigned this Agreement. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply.

Section 13.09 Finance Lease. The parties agree that each of them is intended to have the respective rights, remedies, benefits and obligations of a lessor and lessee, as the case may be, under a "Finance Lease" as that term is defined in Article 2A of the UCC, whether or not it shall be determined that this Agreement actually constitutes a Finance Lease under such definition. Lessee waives any and all rights and remedies Lessee may have under the UCC 2A-508 through 2A-522, including any right to: (a) cancel this Agreement; (b) reject tender of the Equipment; (c) revoke acceptance of the Equipment; (d) recover damages for any breach of warranty; and (e) make deductions or set-offs, for any reason, from amounts due us under this Agreement. If any part of this Agreement is inconsistent with UCC 2A, the terms of this Agreement will govern. Lessor shall have no duty to mitigate any damages unless expressly stated herein.

Section 13.10. Return of Equipment. Unless Lessee purchases the Equipment (in accordance with the terms hereof), upon expiration, cancellation or termination of the Agreement for any reason, at the discretion of Lessor, (i) at Lessee's sole cost and expense, Lessee will immediately return the Equipment to Lessor in accordance with the provisions of this section and in the condition required by this Agreement. If shipped, the Equipment shall be packed in accordance with the Vendor's specifications and returned to Lessor at the location specified by Lessor in the Continental United States reasonably close to where it was originally delivered, in the same condition as when accepted, ordinary wear and tear excepted. Such shipment shall be f.o.b. destination. Lessee shall bear all costs associated with such packaging, shipping and insurance. The risk of loss shall not pass to Lessor until the Equipment has been received by Lessor. In addition to Lessor's other rights and remedies under this Agreement, if the Equipment is not returned in the condition required under this Agreement or if repairs are necessary to place any item of Equipment in the condition required herein, Lessee shall pay to Lessor the costs of such repairs.

ESSENTIAL USE/SOURCE OF FUNDS LETTER

Ladies/Gentlemen:

This confirms and affirms that the Equipment described in this Agreement is essential to the function of the undersigned or to the service we provide to our citizens. Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows:

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is: _____.

Our source of funds for payments of the rent due under the Agreement for the current fiscal year is: Current/proposed budget.

We expect and anticipate adequate funds to be available for all future Payments due after the current fiscal year for the following reasons: _____

Date: _____

By _____
(Authorized Official)

AGREED AND ACCEPTED:

LESSOR: Government Leasing, LLC

By: _____
Tom Wittwer, Manager

Date: _____

LESSEE: _____

Lessee acknowledges reading and receiving a copy of this Agreement. The undersigned affirms that she/he has been duly authorized to execute this Agreement on behalf of the above-named Lessee. Depending on the jurisdiction, this may be the highest elected official.

By: _____

Name: _____

Title: _____

Date: _____

MUNICIPAL PURCHASE AGREEMENT

LESSOR: _____	Agreement No. _____
LESSEE: _____	VENDOR:
NOTE: This is an interest income tax-exempt transaction. No TIN/SSN must be provided because none of the payments are I.R.S reportable (such as Form 1099) (See Sections 103, 149, and 6041 of the Internal Revenue Code of 1986, as amended, and the Instructions for Forms 1099, 8038-G and 8038-GC.)	
EQUIPMENT DESCRIPTION	
Equipment is new unless otherwise noted. See Acceptance Certificate for Equipment Location. Lessor assumes and shall have no responsibility for performance or maintenance of Equipment. Equipment is to be insured by Lessee. VENDOR IS NOT AN AGENT OF LESSOR and no representative of Vendor is authorized to waive, supplement or otherwise alter any provision hereof. Maintenance and/or supplies ARE NOT included in this Agreement unless specified in the Equipment Description. Lessor or assignee has a security interest in Equipment and <u>must be</u> notified in writing of any removal or trade-in of Equipment before full payment is made to Lessor or assignee.	
EQUIPMENT COST – TERM – PAYMENTS	
Lease Term:	
Lease Payments:	_____ total payments of \$_____, payable as follows: \$0.00 upon written acceptance of the Equipment, and \$_____ thereafter on the same day until expiration of the full Lease Term.
Total Amount Financed:	\$_____ - includes no taxes, any and all additional taxes will be the sole responsibility of Lessee.
PURCHASE OPTION AMOUNT:	\$1.00 after timely making all Lease Payments.
STATE OF LESSEE	

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS BELOW AND ON THE FOLLOWING PAGES, WHICH TERMS ARE MADE A PART HEREOF.

TERMS AND CONDITIONS

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Equipment for the following purposes and upon the following terms and conditions:

ARTICLE I: COVENANTS OF LESSEE.

Section 1.01. Lessee Covenants. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignee(s), as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State named above ("State") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.
- (b) Lessee has been duly authorized to execute, deliver and perform this Agreement in accordance with the Constitution and laws of the State and under the terms and provisions of the resolution of its governing body, or by other appropriate official approval. Lessee further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. If requested, Lessee shall deliver to Lessor an opinion of Lessee's counsel in form acceptable to Lessor.
- (c) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.
- (d) During the period this Agreement is in force, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue performing its obligations under this Agreement as may be reasonably requested by Lessor. Lessee further agrees to make its best effort to budget for and have appropriated for each budget and/or appropriation cycle, sufficient funds to make the Payments throughout the entire Lease Term. The Equipment described above is not being leased on any type of a trial or rental basis.
- (e) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term plus any Renewal Terms.
- (f) The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement, will not be or become a fixture under applicable law.
- (g) The Equipment described above is NOT BEING LEASED ON ANY TYPE OR FORM OF A TRIAL OR RENTAL BASIS.
- (h) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986 (the "Code"), including without limitation Sections 103 and 1"Total_Number_of_Payments» thereof, and the applicable regulations of the U.S. Treasury Department in order to maintain the exclusion of the interest components of Payments from gross income for the purposes of U.S. federal income taxation.
- (i) Lessee will use the proceeds of this Agreement as soon as practicable, and with all reasonable dispatch, for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Agreement, would have caused any portion of the Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 1"Total_Number_of_Payments» of the Code, as amended, and the applicable regulations of the U.S. Treasury Department.
- (j) Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3) (B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(C)(3) bonds) issued, or to be issued, by Lessee and all subordinate entities thereof during the calendar year of commencement of this Agreement (the "Issuance Year") is not reasonably expected to exceed \$10,000,000.00 Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000.00 of qualified tax-exempt obligations (including this Agreement, but excluding private activity bonds other than qualified 501(c)(3) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt obligations acceptable to Lessor that the designation of this Agreement as a "qualified tax-exempt obligation" will not be adversely affected. [Omit and initial this paragraph if it is not applicable.]
- (k) Lessee represents and warrants that it is a governmental unit, under the laws of the State with general taxing powers, this Agreement is not a private activity bond as defined in Section 141 of the Code, as amended, 95% or more of the net proceeds of this Agreement will be used for local governmental activities of Lessee and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued, or to be issued, by the Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$5,000,000.00 Lessee and all subordinate entities thereof will not issue in excess of \$5,000,000.00 of tax-exempt bonds (including this Agreement, but excluding private activity bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the excludability of the interest on the Agreement from gross income for federal tax purposes will not be adversely affected. [Omit and initial this paragraph if it is not applicable.]

ARTICLE II: DEFINITIONS.

Section 2.01. Defined Terms. The following terms will have the meanings indicated below unless otherwise defined in the Agreement or the context clearly requires otherwise:

- (a) "Agreement" means this Municipal Lease and Option Agreement.

- (b) **"Lease Term"** means the Original Term defined in Article III hereof and a sufficient number of automatic renewal Terms as will equal the Lease Term set forth on the face of this Agreement
- (c) **"Lessor"** means (i) the entity designated on the face of this Agreement as Lessor hereunder, (ii) any surviving, resulting or transferee corporation, and (iii) except where the context requires otherwise, any assignee(s) of Lessor.
- (d) **"Buy-out After Payment Amount"** means the amount of the payments for the balance of the entire Lease Term (assuming no early termination) plus the Purchase Option Amount shown above, if any, discounted to the date of payment at the rate equal to the rate paid on United States Treasury obligations have a similar term as of the date of original acceptance of the Equipment by the Lessee, plus payment of any amounts due hereunder but not yet paid, together with interest on such overdue amounts at ten percent (10%) per annum through the date of payment.
- (e) **"Renewal Term(s)"** means the automatic renewal periods of this Agreement, each having duration of one (1) year co-terminus with Lessee's fiscal year except the last of such periods which shall end on the anniversary of the Commencement Date. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Payments shall be as provided in the attached Payment Schedule.
- (f) **"UCC"** means the Uniform Commercial Code as presently adopted in the State of Colorado.
- (g) **"Vendor"** means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III: LEASE TERM.

Section 3.01. Lease Term. The Original Term of this Agreement shall commence on the date the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance ("Commencement Date") and shall terminate the last day of Lessee's current fiscal year, provided this Agreement shall automatically renew for successive Renewal Terms for the duration of the Lease Term at the end of the Original Term and any Renewal Term unless the Lessee gives written notice to Lessor not less than thirty (30) days prior to the end of the Original Term or Renewal Term then in effect of Lessee's intention to terminate this Agreement pursuant to Section 5.05. If Lessee fails to accept the Equipment within a reasonable time after its delivery (not to exceed ten (10) days), then at the option of Lessor, the obligations of Lessor to provide the Equipment to Lessee hereunder may be cancelled and in such event Lessee shall assume all of Lessor's obligations under any purchase order or purchase agreement with the Vendor related to the Equipment in lieu of its obligation to make Payments. Further, in such case, Lessee agrees to indemnify and hold Lessor harmless from any claims, including demand for payment of the purchase price of the Equipment.

ARTICLE IV: INSPECTION.

Section 4.01 Inspection. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment and all related records.

ARTICLE V: PAYMENTS.

Section 5.01. Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that for purposes of any applicable Constitutional or statutory limitations the obligation of Lessee to pay Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any such limitations or requirements, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 5.02 Payments. Lessee shall pay Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement without invoice or other written demand. A portion of each Payment is paid as, and represents payment of, interest and principal, respectively. The Payment Schedule sets forth the interest component and principal component of each Payment during the Lease Term.

Section 5.03 Payments to be Unconditional. Subject to Section 5.05, the obligation of Lessee to make payment of all Payments and other payments required under this Agreement shall be absolute and unconditional in all events and are intended by the parties to be "net" of taxes and insurance Lessee shall make all such payments when due and shall not withhold any such payments as a result of any disputes arising between or among Lessee and Lessor, any Vendor or any other person, nor shall Lessee have the right to assert any set-off, reduction or deduction, defense, or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances or any other reason.

Section 5.04 Continuation of Lease Term by Lessee. Lessee intends to renew this Agreement through all of the Renewal Terms and to pay all the Payments hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all Payments during the Original Term and each Renewal Term can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which Payments may be made, including making provision for such payments to the extent necessary in each bi-annual, annual, or otherwise periodic budget submitted and adopted in accordance with applicable provisions of state and local law, to have such portion of the budget approved and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

Section 5.05 Non-appropriation. In the event sufficient funds shall not be appropriated for the payment of the Payments required to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the Original Term or then current Renewal Term, and Lessee shall not be obligated to make Payments provided for in this Agreement beyond the Original Term or the then current Renewal Term. Lessee agrees to deliver proof of non-appropriation including rejection of reviews and appeals and notice to Lessor of such termination at least thirty (30) days prior to the end of the Original Term or the then current Renewal Term. However, failure to deliver such proof of non-appropriation and notice to Lessor shall not extend the term of this Agreement beyond the end of the Original Term or the then current Renewal Term. If this Agreement is terminated under this Section 5.05, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location specified by Lessor that is a reasonable distance from the initial location of the leased Equipment. Lessee shall complete such delivery on or before the last day of the then current Original Term or Renewal Term.

ARTICLE VI: TITLE TO EQUIPMENT; SECURITY INTEREST.

Section 6.01 Title to the Equipment. During the term of this Agreement, risk of loss and title to the Equipment and any and all additional, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 12.01 or non-appropriation as set forth in Section 5.05, title to the Equipment shall immediately vest in Lessor, and Lessee will, upon Lessor's request, surrender possession of the Equipment to Lessor. Lessee, irrevocably, hereby designates, makes, constitutes and appoints Lessor, its successors and assigns (and any designee) as Lessee's true and lawful attorney (and agent-in-fact) with power of substitution, at such time of default or non-appropriation or times thereafter as Lessor in its discretion may determine, in Lessee's name, to endorse the name of Lessee upon a Bill of Sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment to vest title in Lessor, its successors or assigns and transfer possession to Lessor.

Section 6.02 Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a first priority purchase money security interest in the Equipment and on all additions, attachments, improvements, accessions and substitutions thereto, all rentals, accounts, chattel paper arising therefrom and on any proceeds (including insurance proceeds) of any of the foregoing. Lessee agrees to execute and authorizes Lessor to execute and file on Lessee's behalf, such additional documents, including a UCC-1 financing statement in the form required for filing, and such other financing statements, certificates of title, affidavits, notices and similar instruments, satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment.

ARTICLE VII: MAINTENANCE; MODIFICATION; TAXES; AND INSURANCE.

Section 7.01 Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term, Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and will from time to time make or cause to be made all necessary and proper repairs, replacements and modifications. Unless otherwise agreed by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor or such other firm as Lessee may choose subject to the express written approval of Lessor, which approval shall not be unreasonably withheld.

Section 7.02 Taxes, Other Governmental Charges and Utility Charges. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purpose of Lessee and, therefore, the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event the ownership, use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes payable by Lessor) Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment. If such tax is imposed directly on Lessor or its assigns, Lessee shall reimburse the person paying such tax on demand. If Lessee causes or allows events to happen that changes the interest income tax-exempt status of this Agreement, as outlined in Sections 103, 149, and 6041 of the Internal Revenue Code of 1986, as amended, or, assuming the Lessee has designated this Agreement as a "qualified tax-exempt obligation", if the Lessee exceeds ten million dollars (\$10,000,000.00) in "qualified tax-exempt obligations", as specified in Section 265 (b) (3) (B) of the Internal Revenue Code of 1986, as amended, during the calendar year of commencement of this Agreement so that Lessee does not qualify as a "qualified small issuer" thereunder it will pay the "taxable interest rate" on this Agreement retroactive to its Commencement Date. The "taxable interest rate" is hereby defined as that rate that results in the same after tax yield to the Lessor or to its Assigns, as the tax-exempt rate on this Agreement or the highest rate permitted by law, whichever is less. In all events, Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment.

Section 7.03 Insurance. At its own expense Lessee shall cause casualty, PUBLIC LIABILITY AND PROPERTY DAMAGE insurance to be carried and maintained, or shall demonstrate to Lessor's satisfaction that adequate self-insurance is provided with respect to the Equipment, in such amounts and with such insurers as Lessor may determine but in no event less than an amount sufficient to protect the full replacement value (new) of the Equipment or the then applicable Buy-Out After Payment Amount, whichever is greater, and to protect Lessor from any liability related to the Equipment in all events. All insurance proceeds from casualty losses shall be payable as provided in Article VIII hereof. Lessee shall pay all deductibles and shall furnish to Lessor, or to its Assigns, Certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies, which cover not only the Equipment but also other properties. If Lessee shall insure similar properties by self-insurance, Lessee will insure the Equipment by means of an adequate insurance fund. All insurance shall name Lessee and Lessor as insureds and lender loss payees as their respective interests may appear and shall provide for at least ten (10) days prior written notice by the underwriter or insurance company to the Lessor and its assigns in the event of cancellation, change, modification or expiration. All such insurance shall be with insurers and in amounts as otherwise acceptable to Lessor. Lessee shall also notify Lessor of any insurance claims regarding the Equipment.

ARTICLE VIII: DAMAGE; DESTRUCTION AND CONDEMNATION; PROCEEDS.

Section 8.01 Damage, Destruction and Condemnation. Lessee is responsible for the entire risk of loss, theft, destruction, or damage (including any condemnation, seizure or requisition of title, use or governmental taking) to the Equipment from any cause whatsoever, whether insured or not (collectively a "Loss"). No Loss shall relieve Lessee from making any Payment and Lessee shall continue to satisfy all its obligations hereunder. If prior to the termination of the Lease Term and the satisfaction by Lessee's of all Lessee's obligations under this Agreement, the Equipment or any portion thereof is subject to a Loss that results in five hundred dollars (\$500) or more of damage or is subject to any other Loss, Lessee shall immediately, notify Lessor of the circumstances and extent of the Loss and shall pay to Lessor in immediately available funds the Buy-Out After Payment Amount in accordance with Section 8.02 below. Lessor will cause the proceeds of any insurance claim or condemnation award, after deducting all expenses (including attorney's fees) incurred in the collection of such claim or award ("Net Proceeds"), to be applied to such Lessee's obligations pursuant to Section 8.02.

Section 8.02 Application of Net Proceeds. Lessee shall, pay to Lessor on the Payment due date next succeeding the date of such Loss, the amount of the Buy-Out after Payment Amount applicable to such date, plus any other amounts payable by Lessee hereunder, and, upon payment in full of such amounts, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate. Lessee shall retain Net Proceeds in excess of the then applicable Buy-Out after Payment Amount, if any. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations hereunder, Lessee shall make such payments to the extent of any deficiency.

ARTICLE IX: DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE.

Section 9.01 Disclaimer of Warranties. LESSEE ACKNOWLEDGES THAT THE EQUIPMENT IS LEASED "AS IS", "WHERE IS", "AND WITH ALL FAULTS", AND THAT LESSOR MAKES NO AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT TO ANY CHARACTERISTICS OF THE EQUIPMENT WHATSOEVER AND LESSOR IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT OR THE VENDOR'S AGENT AND NO SUCH PERSON IS LESSOR'S AGENT FOR ANY PURPOSE. LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS OR SERVICE TO THE EQUIPMENT, DEFECTS THEREIN OR FAILURES IN THE OPERATION THEREOF OR FOR ANY INDIRECT SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF THE EQUIPMENT OR ANY ITEM THEREOF OR SERVICES PROVIDED FOR IN THIS AGREEMENT, OR ANY SERVICES PROVIDED BY VENDOR. LESSEE HAS MADE THE SELECTION OF EACH ITEM OF EQUIPMENT BASED ON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY LESSOR. Any transfer of the Equipment to the Lessee shall be made disclaiming all express and implied warranties from Lessor and its assigns.

Section 9.02 Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties, representations or covenants of the Equipment, which Lessor may have against the Vendor of the Equipment but any action taken by Lessee by reason of such assignment shall be at Lessee's sole expense and shall be consistent with Lessee's obligations under this Agreement. Lessee's sole remedy for the breach of any such warranty, indemnification or representation shall be against the Vendor and/or manufacturer of the Equipment. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability or enforceability of such warranties of the Vendor or manufacturer.

Section 9.03 Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or user manual or in a manner contrary to that contemplated by this Agreement and shall use the Equipment in a business, prudent like manner for its originally intended purpose only. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement. Lessee agrees that no more than 10% of the use of the Equipment in any month will be by persons or entities other than the Lessee or its employees on matters relating to such employment, and no more than 5% of the use of the Equipment in any month will be unrelated to use by or for the Lessee. Lessee further agrees that no management contracts will be entered into with respect to the use of the Equipment unless: (a) at least half of the compensation is on a periodic, fixed fee basis; (b) no compensation is based on a share of net profits; (c) the Lessee is able to terminate the contract without penalties at the end of any three years; and (d) the total term of such contract, including any renewals does not exceed five years. Without the written consent of Lessor, Lessee shall only keep the Equipment at the address shown above.

ARTICLE X: EARLY OPTION TO PURCHASE.

Section 10.01 Early Purchase Option. Provided Lessee is not in default hereunder, Lessee may, upon giving Lessor not less than thirty (30) days prior written notice, elect to purchase all, but not less than all, of the Equipment on any Payment due date for the Buy-Out After Payment Amount. Upon exercise of this early option to purchase, Lessee shall pay these amounts to Lessor or its assigns, on demand. As a condition precedent to exercising this early option to purchase, Lessee shall deliver to Lessor and its assigns a termination of any maintenance funding or disbursing obligations related to this Agreement.

ARTICLE XI: ASSIGNMENT; SUBLEASING; AND ADDITIONAL COVENANTS.

Section 11.01 Assignment by Lessor. This Agreement, and the right to receive the Payments and amounts to be made hereunder but none of Lessor's obligations, may be assigned by Lessor and reassigned in whole or in part to one or more assignees at any time subsequent to the execution of this Agreement, without obtaining the consent of Lessee. Lessor agrees to give notice of assignment, including the name and address of the assignee, and upon receipt of such notice Lessee agrees to make all Payments and other amounts to the assignee designated in the notice of assignment, notwithstanding any claim, defense, set-off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested and provided by Lessor or its assignee in order to protect their interests in the Equipment and in this Agreement. The Lessee covenants and agrees with the Lessor and each subsequent assignee of Lessor to maintain for the full term of this Agreement a complete and accurate written record of each such assignment and reassignment in form necessary to comply with Section 149(e) of the Internal Revenue Code of 1986, as amended, and the regulations proposed or existing from time to time promulgated hereunder. Anything in the foregoing apparently to the contrary notwithstanding, the Lessor's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for holders of certificates of participation in this Agreement, provided the Lessee receives written notification of the name and address of such collection and paying agent, and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

Section 11.02 No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 11.03 Additional Covenants. To the extent permitted by the laws and Constitution of the State, Lessee shall protect, defend and hold harmless Lessor from and against any and all liability, obligations, losses, claims, suits and damages whatsoever, regardless of cause thereof (except for such liability, obligation, loss, claim or damage directly caused by the gross negligence or willful misconduct of Lessor), and expenses in connection therewith, including, without limitation, reasonable counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE XII: EVENTS OF DEFAULT AND REMEDIES.

Section 12.01 Events of Default Defined. The following shall constitute an "event of default" hereunder:

- A. Failure by Lessee to pay any Payment or other payment required to be paid hereunder at the time specified herein; or
- B. Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed not described in Sections 12.01 A, C, D or E if such failure is not fully remedied within thirty (30) days after Lessor's written notice to Lessee, provided, however, if the failure stated in the notice cannot be corrected within the applicable time period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or
- C. Breach of any material representation or warranty by Lessee under this Agreement, the failure by Lessee to provide insurance as required by this Agreement, the failure of Lessee to observe and perform the conditions specified under Sections 9.03 or 11.02 or the failure to return the Equipment immediately as specified in Section 13.10 and this Agreement; or
- D. Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any existing or future bankruptcy, insolvency or other similar law or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or
- E. A petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

Section 12.02 Remedies on Default. Upon the occurrence of an event of default, Lessor shall have the right, at its discretion without any further demand or notice, to exercise any one or more of the following remedies:

- A. By written notice to Lessee, Lessor may declare all Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be immediately due, provided that such amounts shall be immediately due and payable upon an event of default specified under section 12.01(D) and (E) above;
- B. With or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment in a commercially reasonable manner at public or private sale, in bulk or in parcels, whether the Equipment is present at such sale, with or without repairing the Equipment, and with or without notice except to the extent required by applicable law, and if notice is required by the applicable law such requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the public sale or the time after which any other disposition is to be made with the net proceeds thereof to be applied as provided herein (provided that any action unless otherwise specifically stated in writing with a reference to the UCC by Lessor shall be deemed a cancellation under Article 2A-505);
- C. Require Lessee at Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Section 13.10 hereof;
- D. If Lessee fails to return the Equipment for any reason, the Lessee shall pay to Lessor the Buy-Out after Payment Amount,
- E. Take whatever other action at law or in equity that may appear necessary or desirable to enforce Lessors rights, including without limitation those rights under the UCC; and,
- F. The proceeds of such sale, lease or sublease of the Equipment pursuant to Section 12.02 B shall be applied in the following order: 1) to all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling, leasing or subleasing of the Equipment and all brokerage, auctioneers' and attorneys' fees 2) all obligations of Lessee payable under this Agreement and 3) the balance to the Lessee unless Lessee shall so waive such payment. If the proceeds of such sale, lease or sublease shall be insufficient to pay all of items 1) and 2) Lessee shall remain liable for any deficiency to the extent permitted by applicable law.

Section 12.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default or the failure at any time to require strict performance by Lessee shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. A waiver on one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. No waiver or consent shall be binding upon Lessor unless it is in writing and signed by Lessor.

ARTICLE XIII: MISCELLANEOUS.

Section 13.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective addresses.

Section 13.02 Binding Effect. Subject to the limitations on assignment, this Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03 Severability; Interest Limitations. In the event any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof. Lessee will not be required to pay and Lessor will not be permitted to collect any amount in excess of the maximum amount of interest permitted by law ("Excess Interest"). If any Excess Interest is provided for or determined to have been provided for under this Agreement, then: (A) this subsection shall govern and control; (B) Lessee will not be obligated to pay any Excess Interest; (C) any Excess Interest that Lessor may have received hereunder shall be, at Lessor's option (1) applied as a credit against the outstanding lease payment obligations (not to exceed the maximum amount permitted by law), (2) refunded to Lessee, or (3) any combination of the foregoing; (D) any interest rate(s) provided for herein shall be automatically reduced to the maximum lawful rate allowed under applicable law, and this Agreement shall be deemed to have been, and shall be, reformed and modified to reflect such reduction; and (E) Lessee will not have any action against Lessor for any damages arising out of the payment or collection of any Excess Interest.

Section 13.04 Advances, Late Fees. In the event Lessee fails to pay any amounts due hereunder or to perform any of its obligations under this Agreement, Lessor may at its option pay such amounts or perform

such obligation, and Lessee shall reimburse Lessor the amount of such payment or cost of performance upon demand, together with interest at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less.

Section 13.05 Execution in Counterparts. This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument. The counterpart bearing Lessor's manually applied signature and marked "original" shall constitute the sole "record" constituting "chattel paper" with respect to this Agreement under the UCC.

Section 13.06 Applicable Law, Venue. To the extent allowed by applicable law, this Agreement shall in all respects be governed by and construed in accordance with the laws of the state of Colorado, including all matters of construction, validity and performance. Lessee acknowledges that this Agreement was entered into in El Paso County, CO, and that the parties have agreed that any action or proceeding regarding this Agreement, the Equipment or any cause of action whatsoever arising from or related to this Agreement shall be maintained in the state or federal courts in said state and county and Lessee hereby submits to jurisdiction and venue, waiving any claim of improper jurisdiction or venue or forum non conveniens, agreeing to accept service at Lessee's place of business in any such action. Nothing in this section shall affect the right of any party to serve legal process in any other manner permitted by law or affect the right of any party to bring any action or proceeding in the courts of any other jurisdiction.

Section 13.07 Captions, Rules of Construction. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement. The expression "satisfactory to Lessor", "determined by Lessor" "in Lender's Lessor", "at Lessor's discretion" or similar words which grant Lessor the right to choose between alternatives or to express its opinion, shall mean that the satisfaction, judgment, choices and opinions are to be made in Lessor's sole and absolute discretion; and "material" as used herein shall be construed to mean significant in Lessor's judgment, taking into account all relevant facts and circumstances including the nature and amount of exposure to Lessor.

Section 13.08 Entire Agreement. This Agreement and any supplements, addendum or documents executed in connection herewith constitutes the entire agreement between Lessor and Lessee and may not be amended, altered or modified except by written instrument signed by Lessor and Lessee. The execution of such writing by Lessor's assignee shall be sufficient for such purposes if Lessor has assigned this Agreement. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply.

Section 13.09 Finance Lease. The parties agree that each of them is intended to have the respective rights, remedies, benefits and obligations of a lessor and lessee, as the case may be, under a "Finance Lease" as that term is defined in Article 2A of the UCC, whether or not it shall be determined that this Agreement actually constitutes a Finance Lease under such definition. Lessee waives any and all rights and remedies Lessee may have under the UCC 2A-508 through 2A-522, including any right to: (a) cancel this Agreement; (b) reject tender of the Equipment; (c) revoke acceptance of the Equipment; (d) recover damages for any breach of warranty; and (e) make deductions or set-offs, for any reason, from amounts due us under this Agreement. If any part of this Agreement is inconsistent with UCC 2A, the terms of this Agreement will govern. Lessor shall have no duty to mitigate any damages unless expressly stated herein.

Section 13.10. Return of Equipment. Unless Lessee purchases the Equipment (in accordance with the terms hereof), upon expiration, cancellation or termination of the Agreement for any reason, at the discretion of Lessor, (i) at Lessee's sole cost and expense, Lessee will immediately return the Equipment to Lessor in accordance with the provisions of this section and in the condition required by this Agreement. If shipped, the Equipment shall be packed in accordance with the Vendor's specifications and returned to Lessor at the location specified by Lessor in the Continental United States reasonably close to where it was originally delivered, in the same condition as when accepted, ordinary wear and tear excepted. Such shipment shall be f.o.b. destination. Lessee shall bear all costs associated with such packaging, shipping and insurance. The risk of loss shall not pass to Lessor until the Equipment has been received by Lessor. In addition to Lessor's other rights and remedies under this Agreement, if the Equipment is not returned in the condition required under this Agreement or if repairs are necessary to place any item of Equipment in the condition required herein, Lessee shall pay to Lessor the costs of such repairs.

ESSENTIAL USE/SOURCE OF FUNDS LETTER

Ladies/Gentlemen:

This confirms and affirms that the Equipment described in this Agreement is essential to the function of the undersigned or to the service we provide to our citizens. Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows:

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is: _____.

Our source of funds for payments of the rent due under the Agreement for the current fiscal year is: Current/proposed budget.

We expect and anticipate adequate funds to be available for all future Payments due after the current fiscal year for the following reasons: _____

Date: _____

By _____
(Authorized Official)

AGREED AND ACCEPTED:

LESSOR: Government Leasing, LLC

By: _____
Tom Wittwer, Manager

Date: _____

LESSEE: _____

Lessee acknowledges reading and receiving a copy of this Agreement. The undersigned affirms that she/he has been duly authorized to execute this Agreement on behalf of the above-named Lessee. Depending on the jurisdiction, this may be the highest elected official.

By: _____

Name: _____

Title: _____

Date: _____

Public Safety Committee

Meeting Date: 02/17/2026

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

ACTION REQUESTED:

Discussion on the move of the Roswell Police Department.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 8.

Public Safety Committee

Meeting Date: 02/17/2026

COMMITTEE: Public Safety

CONTACT: N/A

CHAIR: N/A

DEPARTMENT NAME:

Community Development

Attachments

CDC Monthly January 2026

Community Development Mileage Report

CITY OF ROSWELL
COMMUNITY DEVELOPMENT CENTER
Month: January 2026

CODE ENFORCEMENT	This Month	This Month 2025	YTD*	2025 YTD*
Notices Mailed	420	359	4,585	3,821
Voluntary Compliance	184	174	2,387	1,877
No. of Cases Filed in Municipal Court	1	3	94	73
No. Cases Dismissed by Officer	3	0	53	16
Resolution	13	4	226	71
Weeds	133	147	3,187	1,987
Inoperable Vehicles	30	34	127	360
Litter	58	50	236	374
Unsanitary Premises	41	60	263	389
Signs	2	10	126	134
Zoning	2	0	25	1
Obstructions	13	5	74	68
Public Nuisances	141	53	547	500
Garage Sales No permit	0	0	0	8

BUSINESS LICENSES	This Month	This Month 2025	YTD*	2025 YTD*
Total Licenses Issued	139	152	868	1,086
Renewed Licenses	115	130	606	846
New Licenses	17	22	163	171
Temporary Permits Issued	7	4	99	77
Receipts	\$6,622.00	\$6,660	\$39,542.00	\$46,301.00

*Figures calculated to reflect FYTD

BUILDING INSPECTIONS	This Month	Permits Applied This Month 2025 & Fees Collected	Permits Applied YTD*	Permits Applied 2025 YTD*
Residential-New	9	6	32	32
Residential - Other	15	39	208	258
Commercial-New	1	1	3	7
Commercial - Other	3	7	70	71
Total Permits Issued	28	53	303	368
Total Fees Collected	\$33,729.10	24,486.30	\$216,774.35	\$173,102.72

PLUMBING/MECH INSPECTIONS	This Month	Permits Applied This Month 2025	Permits Applied YTD*	Permits Applied 2025 YTD*
Plumbing & Mechanical Permits—Residential	38	50	320	344
Plumbing & Mechanical Permits—Commercial	6	25	86	91
Total Permits Issued	44	75	406	435
Total Fees Collected	\$2,114.75	\$3,365.50	\$23,054.25	\$21,026.50

ELECTRICAL INSPECTIONS	This Month	Permits Applied This Month 2025	Permits Applied YTD*	Permits Applied 2025 YTD*
Electric Permits—Residential	0	32	158	199
Electric Permits—Commercial	0	10	87	76
Total Permits Issued	0	42	245	275
Total Fees Collected	\$0	\$3,615.00	\$26,312.50	\$27,876.01

*Figures calculated to reflect FYTD

Community Development Mileage

January 2026

Employee Name	Unit #	Vehicle	VIN last 5 #'s	Last Month Mileage Reading	Current Mileage Reading	Mileage Used for the Month
Miller Butts	573	2012 Dodge Ram 1500	31401	106,717	107,049	332
Mike Christensen	570	2011 Ford Ranger	10856	83,327	83,401	74
Gus Garcia	565	2004 Ford F-150	27032	141,293	141,565	272
Breck Walden		2013 Dodge Ram 1500	63019	124,798	125,099	301
Toby Franco		2009 Chevrolet Silverado 1500	27777	174,155	174,610	455
Rick Medrano	567	2008 Ford F-150	42918	124,970	125,300	330
Moe Orona	569	2005 Ford F-150	#04811	91,544	91,617	73
Carlos Romero	568	2012 Ford F-150	#04054	81,980	82,189	209
Rick Rodriguez		2013 Ford F-150	83804	36,179	36,631	452
Ray Lujan	554	2019 Chevrolet Express Van	50096	69,066	In shop	#VALUE!
Esperanza DeLeon	796	2016 Ford Escape	32842	102,314	102,321	7

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 9.

Public Safety Committee

Meeting Date: 02/17/2026

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

DEPARTMENT NAME:

Roswell Fire

Attachments

Fire

ROSWELL FIRE DEPARTMENT

Yearly Report

2025



Roswell Fire Department
200 S. Richardson Ave
Roswell, NM 88203
Ph: (575) 624-6800

Staffing Outlook

Fire Chief –	Steve Chavez –	701
Deputy Chief –	Daniel Fuller -	702
Deputy Chief –	Derek Washichek –	703
Training Chief –	Fernando Garcia –	711
EMS Chief –	Randy Bunch –	712
EMS Captain -	Tamara Portillo-	714
Fire Marshall-	Jared Olive -	721
Deputy Fire Marshal -	Chris Casey-	722
Deputy Fire Marshal -	Preston Washington -	723
Deputy Fire Marshal -	Clayton Ness -	724
A-Shift Battalion Chief –	Jared Jennings –	Bat 1
B-Shift Battalion Chief –	Cory Mealand –	Bat 1
C-Shift Battalion Chief –	Kevin Hernandez –	Bat 1
Fire Mechanic -	Jesse Duke -	Service 1
Sr. Admin Assistant -	Lorena Borunda	
Admin Assistant -	Zoe Thompson	

Lieutenants –	Fully Staffed	Current	Open
	24	23	1
Engineers-	Fully Staffed	Current	Open
	30	25	5
Firefighters-	Fully Staffed	Current	Open
	27	21	6
Recruit Academy-	In Session		Open
	0		12

2025 Year-End Report

From the Fire Chief's Desk

The year 2025 stands as one of the most transformative years in the history of the Roswell Fire Department. What began as a department managing aging apparatus, limited reserve capacity, and constrained future growth evolved into an organization strategically positioned for long-term operational success, expanded EMS delivery, and improved firefighter safety, wellness, and professionalism.

This progress did not occur by chance. It was driven by deliberate leadership decisions, aggressive pursuit of funding, strong community partnerships, and a clear organizational focus. Throughout the year, the department invested boldly while maintaining fiscal responsibility, ensuring that each improvement directly enhanced service delivery and firefighter safety.

Department Overview & Operational Demand

Throughout 2025, the Roswell Fire Department served as the primary emergency response agency for the City of Roswell while also supporting surrounding communities during periods of system overload, large-scale incidents, and specialty responses.

During the year, the department responded to a total of 7,867 calls for service, consisting of:

- **7,054 EMS calls**
- **813 fire-related calls**

This call volume reflects both the increasing demand placed on the department and the growing complexity of incidents handled by RFD personnel on a daily basis.

To guide growth and decision-making, the department focused intentionally on three core priorities in 2025:

1. **Trucks**
2. **Stations**
3. **Uniforms and Professionalism**

These priorities shaped nearly every major initiative undertaken during the year.

Fleet & Apparatus Modernization

Fleet modernization was the most aggressive and impactful initiative undertaken in 2025. In a single calendar year, the Roswell Fire Department acquired or placed into service **23 vehicles**, an achievement that is virtually unheard of for a department of this size.

Major fleet and apparatus improvements included:

- Four new **Class A Pumpers**
- A **Pierce mid-mount aerial** ordered for future delivery
- An additional **aerial apparatus purchased outright**, eliminating long-term rental costs
- A new **ARFF crash truck** purchased by the City of Roswell
- **Eight new ambulances**, directly supporting future transport operations
- A **Light Medium Tactical Vehicle (LMTV)** for flood response
- A **swift water rescue boat and trailer**
- A **Polaris UTV** for off-road and rescue operations
- A new **brush truck**
- **Two new mini pumpers**, received and nearing deployment
- A new **Battalion Chief vehicle**
- A new **EMS Captain vehicle**

In addition to new apparatus, the department purchased multiple new sets of hydraulic rescue tools and stabilization struts, ensuring every district has full extrication capability and significantly reducing reliance on specialty units.

The transition from gasoline-powered to electric PPV fans, chainsaws, and rotary saws further improved safety by removing flammable fuels from apparatus while reducing maintenance demands.

To support long-term fleet sustainability, the City approved the hiring of a dedicated Fire Department mechanic, partnered with Solid Waste. This strategic investment allows in-house apparatus maintenance, reducing downtime, improving reliability, and generating substantial long-term cost savings.

Stations & Facilities

Station readiness and infrastructure improvements were a major focus in 2025. The department secured funding and initiated an addition to Station 1 to address long-standing deficiencies related to female firefighter accommodations. This project represents a critical advancement in equity, recruitment, retention, and workforce readiness.

Station improvements across the city focused on cleanliness, organization, functionality, and readiness—particularly in preparation for the department's ISO inspection.

Personnel, Promotions & Organizational Development

In 2025, the Roswell Fire Department made significant progress in strengthening its leadership ranks and internal workforce development.

Promotions

The department completed the following promotions:

- **5 Lieutenant Promotions**
Jordan Barwick, Carlos Garcia, Eric Morales, Jerid Huggins, Kent Campbell
- **6 Engineer Promotions**
Garrett Floyd, Kaleb Wright, Tyler Young, Chris Munoz, Josh Madden, Marcus Foster
- **5 Firefighter Appointments**
Esau Castillo, Francisco Garcia, Jahziel Gonzales, Lukas King, Javier Valdez
- **2 Firefighter Laterals**
Gavin Trost, Terry Chaves

These promotions filled critical gaps, improved shift leadership stability, and reinforced the department's commitment to internal advancement.

Current Staffing Outlook

As the department enters 2026, the following vacancies remain:

- **1 Lieutenant vacancy**
- **5 Engineer vacancies**
- **6 Firefighter vacancies**

These vacancies help frame upcoming hiring and promotional priorities for the coming year.

Organizational Structure & Leadership

The department restructured its organizational chart in 2025 to better reflect modern fire service operations and properly integrate EMS personnel into the ranking and command structure. This restructuring clarified responsibilities, strengthened accountability, and improved operational efficiency.

Additional organizational improvements included:

- Hiring a **Fire Prevention Secretary**
 - Adding an **additional Deputy Fire Marshal**
 - Reintroducing **QA Officers** to strengthen patient care review and clinical accountability
 - Establishing a **Critical Incident Stress Debriefing partnership with the Roswell Police Department**, enhancing behavioral health support following traumatic incidents
-

Training & Professional Development

The year 2025 was intentionally structured as a high-training year, over 21,000 hours combined. Training efforts aligned directly with fleet expansion, leadership development, and EMS growth.

Training included:

- Driver and pump operator training
- Company officer development
- ARFF operations
- Technical and rope rescue training
- EMS education and certification support
- Leadership training for officers and non-officers
- QA-driven EMS performance improvement

This approach ensured personnel were prepared to safely operate new equipment and meet expanding operational demands.

EMS Growth & Future Transport Capability

At the beginning of 2025, the Roswell Fire Department could not realistically envision operating an ambulance transport service. Through deliberate planning, fleet acquisition, staffing development, QA implementation, and leadership restructuring, the department is now positioned to **begin ambulance transport operations in July 2026**.

The acquisition of eight ambulances, EMS leadership vehicles, QA officers, and expanded training established a strong foundation for a sustainable transport program.

Firefighter Health, Safety & Wellness

Firefighter health and longevity were prioritized throughout 2025. All shift personnel completed extensive annual physicals, including comprehensive medical evaluations and cancer screenings. These efforts exceeded minimum requirements and reflect a long-term commitment to workforce protection.

The department also expanded behavioral health support through peer resources and critical incident stress debriefing partnerships.

ISO, Compliance & Risk Reduction

The Roswell Fire Department completed its ISO inspection in 2025, marking a major milestone in its improvement strategy. While the official score will be received in approximately six months, the inspection validated progress in apparatus readiness, documentation, station operations, and administrative processes.

Additionally, the department initiated a citywide hydrant improvement project, completing a verified hydrant inventory and establishing an accurate hydrant count. Formal hydrant testing and flow evaluations are scheduled for early 2026.

Grants, Partnerships & Fiscal Stewardship

The department secured more than **\$3 million in grant funding** during 2025, including:

- \$1.2 million for Station 1 expansion
- \$970,000 for mini pumpers
- \$600,000 for a pumper
- \$100,000 for the hydrant project
- \$100,000 for EMS supplies

Community and private partnerships also contributed significantly:

- TransAero
- Eastern New Mexico Medical Center
- Lovelace Hospital
- Church on the Move, which funded gas monitors and the swift water rescue boat
- Chaplains providing food and support during union meetings
- Dean Baldwin, who donated labor by painting the Swift Water Rescue Truck at no cost to the department

Conclusion & Looking Ahead

The accomplishments of 2025 reflect a department that chose to invest decisively in its future. Through unprecedented fleet expansion, strengthened leadership, aggressive training, infrastructure improvements, and strategic partnerships, the Roswell Fire Department enters 2026 better equipped and better prepared than at any point in recent history.

With ISO results pending, hydrant testing scheduled, staffing initiatives underway, and ambulance transport operations planned for July 2026, the department is positioned to continue building on the momentum established during this historic year.

ROSWELL FIRE DEPARTMENT

Fire Marshal's Yearly Report

January 1st- December 31st 2025



Submitted by
Fire Marshal Jared Olive

Roswell Fire Department
200 S. Richardson Ave
Roswell, NM 88203
Ph: (575) 624-6800

YEARLY TOTALS

STAFF-

- FIRE MARSHAL JARED OLIVE, 721
- DEPUTY FIRE MARSHAL CHRIS CASEY, 722
- DEPUTY FIRE MARSHAL PRESTON WASHINGTON, 723
- DEPUTY FIRE MARSHAL CLAYTON NESS, 724
- FIRE PREVENTION ADMIN ZOE THOMPSON

TRAINING-

TOTAL INSPECTOR TRAINING: 0 hrs.

TOTAL FIRE TRAINING: 70 hrs.

TOTAL EMS TRAINING: 60 hrs.

TOTAL INVESTIGATOR TRAINING: 0 hrs.

TOTAL ADMINISTRATION TRAINING: 2 hrs.

STAFF TOTAL: 132 hrs.

INVESTIGATIONS-

STRUCTURE

- 63

VEHICLE

- 13

OTHER

- 8

TOTAL STRUCTURE: 63

TOTAL VEHICLE: 13

TOTAL OTHER: 8

TOTAL FIRE INVESTIGATIONS: 84

PLAN REVIEWS-

- There was a total of 40+ plan reviews that took place in the year of 2025.

PERMITS –

There was a total of 45 permits submitted in the year 2025, with most being issued. There were about 6 permits left as a draft and 1 permit denied. The permits issued passed inspections and met IFC guidelines.

PUBLIC RELATIONS / EDUCATION

- Smoke Detector Install Event (721, 722, 723, 724)- 15 hrs.
- Fire Drills (721, 722, 723, 724)- 12/2/2025- 15 hr.
- Knox Box Informative Presentation (721, 722, 723)- 5 hrs.
- National Honor Guard (721, 722, 723)- 40 hrs.
- Fire Marshal Association Meetings (721)- 10 hrs.
- Annual Fire Marshal Conference in Ruidoso (721, 723)- 40 hrs.
- Advance Peer Support (722)- 32 hrs.

PR/ EDUCATION (HRS.): 157 hrs.

SUMMARY

The year of 2025 was full of permit opportunities as 40+ permits were issued. There was plenty of learning and trainings opportunities this year. There were also some one-on-one training opportunities for each individual. There was a numerous number of inspections scheduled this year ranging from property, buildings and occupants. Along with permit and inspection opportunities there were also special events and public training opportunities that took place and plenty of training hours logged.

List of Inspections

Displays all inspections recorded in the system, including statuses and details.

Count of Inspections

Analyze It ⓘ ✎ ⋮

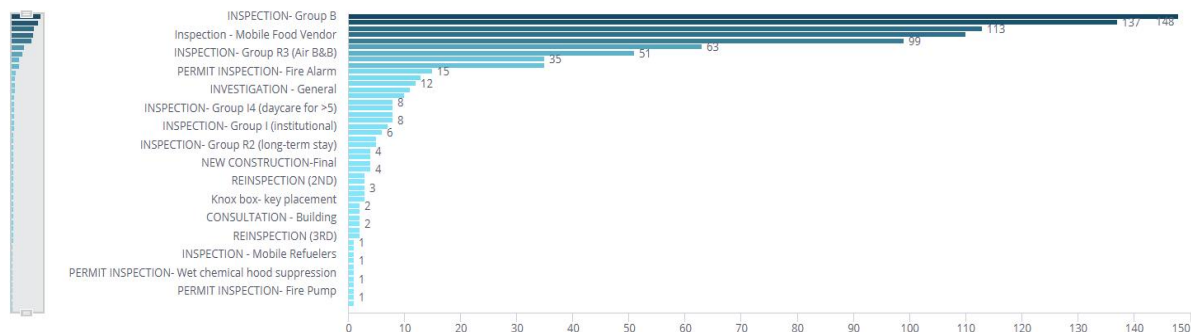
Lead Inspectors

ⓘ ✎ ⋮

Lead Inspector Name
Christopher Casey
Jared Olive
Preston Washington

Count of Inspections by Inspection Type

ⓘ ✎ ⋮



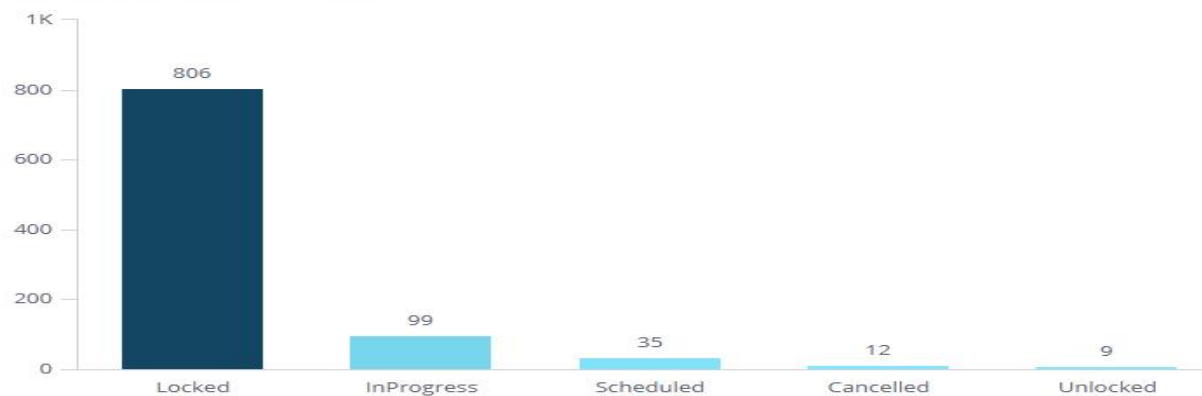
Count of Inspections by Inspection Property Classification

ⓘ ✎ ⋮



Count of Inspections by Status

ⓘ ✎ ⋮



ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 10.

Public Safety Committee

Meeting Date: 02/17/2026

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

DEPARTMENT NAME:

Emergency Management

Attachments

EM monthly report



January 2026 Monthly Report

Past Month Activities:

- Participated in National Weather Service weekly weather briefings. Attended multiple briefs leading up to the winter storm.
- Conducted monthly outdoor warning siren testing.
- Attended senior staff meetings, committee meetings, and monthly DHSEM/City of Roswell flooding disaster-related meetings.
- Posted updates on the January winter storm on the OEM Facebook page.

Accomplishments for the month:

- Continued participation in FEMA, State, and City coordination meetings.
As of February 6, 2026: 2,176 Individual Assistance applications have been approved by FEMA, totaling \$22,649,868.66.
Citizens can fill out an intent to apply for the CDBG-DR grant. State seeks contractors for \$100 million home recovery program.
Public Assistance: Total Public Assistance grant dollars obligated to date are \$21,250,143.01. Consultants continue working with FEMA on project submissions. Monthly Task Force meetings continue for Agriculture, Infrastructure, Debris, Housing, Museum, and Recovery.
- Continued updates to the Emergency Operations Plan (EOP), including task and annex review.
- Continued next steps for THIRA/SPR, consultant using data from surveys.
- Two estimates to replace the outdoor warning siren in Briar Ridge.
- Loaned Salvation Army cots for a warming shelter; the cots were then transferred to Westminster Church for use at that warming shelter.
- NOI for mitigation grant for generator for RFD Station #1.
- Application for Hazard Mitigation Grant to update Chaves County Hazard Mitigation Plan.
- Met with representatives from Thunderbirds, discussed Sept. performance and training before.
- Held quarterly LEPC meeting.



Emergency Management

Plans for February 2026:

- Anticipate EMPG and SHSGP grant awards announcements.

Fleet: 2023 Ford F-150 XL STX Crew Cab 23,319 miles driven by Karen Sanders

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 11.

Public Safety Committee

Meeting Date: 02/17/2026

COMMITTEE:

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

DEPARTMENT NAME:

Consolidated Dispatch

Attachments

Monthly Report January

Consolidated Dispatch Monthly Report

Reporting Period:

- January 2026

Staffing and Training:

- Two new dispatchers have begun the call-taking phase of training.
- Two dispatchers who were previously in training have now been fully released to operate independently. One dispatcher in training has submitted a resignation.
- Five contracted dispatchers remain on-site, covering vacant shifts.
- Recruitment efforts are ongoing; applications are being reviewed to schedule interviews.

Operations

- CAD issues continue to impact operations.
- Dispatch computers are experiencing continued failures.
- Quotes from various vendors regarding the relocation of the dispatch center have been received. These quotes will be submitted to DFA for review, with discussions ongoing regarding financial coverage and potential reimbursement.

Equipment/Software

- Persistent CAD issues and computer failures continue to cause delays in daily tasks.
- Quotes have been obtained to update dispatch computers.
- Mindshare dispatch radio consoles are scheduled for installation once the dispatch center has moved to the new location.
- Esinet continues to experience ongoing errors. Resolution efforts are ongoing, involving Intrado, Converge One, and Motorola. The planned upgrade has not been completed yet.

Facility

- A meeting with DFA was held on December 15th to review quotes and potential reimbursement for the move to the new dispatch location.

Grants

- No updates at this time.

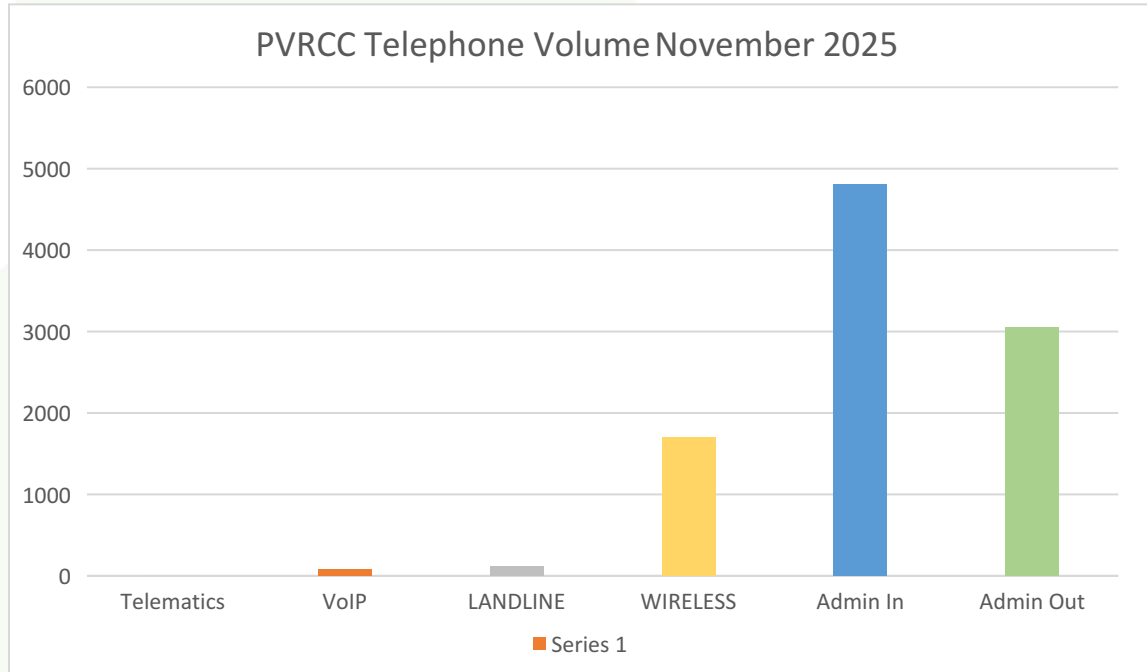
Monthly Call Statistics

Figure 1. Is a graph of telephonic calls facilitated by the Pecos Valley Regional Communication Center for the month of January 2026. *Note- Numbers specific to the 911 center and dispatch will differ from statistics reported by the agency departments for various reasons to include multiple calls for the same

incident, a call that does not produce a call for service, officer initiated calls for service, and calls that require the dispatch of multiple agencies to the same incident. The Esinet implementation is not yet completed and has affected the ECAT reporting system, this report does not reflect the automatic telematics number.

Figure 1.

Graph



Monthly Call Statistics

Call Type	January	December	Change from Previous Month
AUTOMATIC TELEMATICS	0	0	No Change
VOICE OVER IP (VoIP)	77	96	Down 19
LANDLINE 911	113	83	Up 30
WIRELESS 911	1,697	1,811	Down 114
ADMIN IN	4,803	4,636	Up 167
ADMIN OUT	3,054	2,916	Up 138
TOTAL VOLUME 911	1,877	1,990	Down 113
TOTAL INCOMING	6,690	6,626	Up 64

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 12.

Public Safety Committee

Meeting Date: 02/17/2026

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

DEPARTMENT NAME:

Roswell Animal Services

Attachments

Monthly Report Jan 2026

Roswell Animal Services
Monthly Report
JANUARY 2026



Submitted by:
Animal Services Manager
Shantel Mairot

Roswell Animal Services
705 E. McGaffey
Roswell, NM 88203
(575) 624-6722

Kennel Statistics



Roswell Animal Services

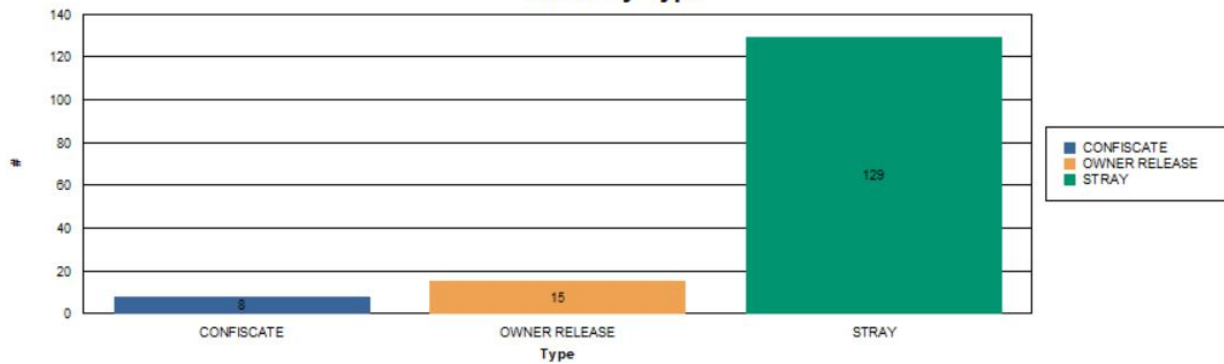
Kennel Statistics

1/1/2026 to 1/31/2026

Intakes

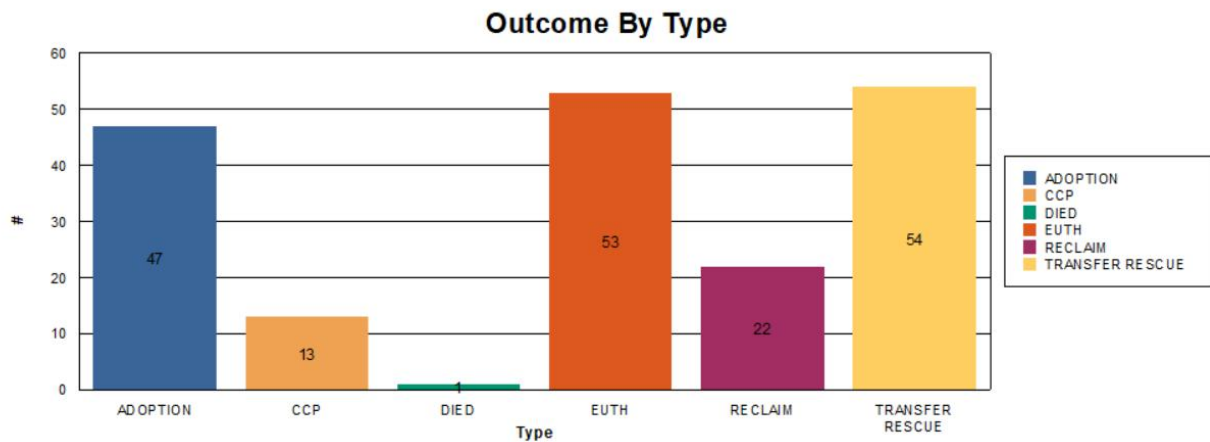
	COUNTY				ROSWELL					TOTAL
	CAT	DOG	PUPPY	Total	CAT	DOG	KITTEN	PUPPY	Total	
CONFISCATE	0	1	0	1	0	6	0	1	7	8
OWNER RELEASE	0	5	0	5	0	3	0	7	10	15
STRAY	3	24	9	36	15	63	2	13	93	129
GRAND TOTAL	3	30	9	42	15	72	2	21	110	152

Intake By Type



Outcomes	CAT	DOG	KITTEN	PUPPY	TOTAL
ADOPTION	3	33	2	9	47
CCP	13	0	0	0	13
DIED	0	0	0	1	1
EUTH	7	18	4	24	53
RECLAIM	0	21	0	1	22
TRANSFER RESCUE	2	42	2	8	54
GRAND TOTAL	25	114	8	43	190

Total Rescue
(Humane Society and Rescue)
54.00



Euthanasia Breakdown	COUNTY				ROSWELL			
	DOG	CAT	OTHER	Total	DOG	CAT	OTHER	Total
BEH SEVERE	1	0	0	1	1	0	0	1
COURT ORD	0	0	0	0	2	0	0	2
ILL SEVERE	5	3	3	11	5	3	24	32
INJ SEVERE	1	0	0	1	3	1	1	5
Total	7	3	3	13	11	4	25	40

Citations and Criminal Complaints

Month's Activities-

The total citations issued for the month:

Jake Chavez (577) - 0

Lorenzo Gandara (576) - 0

Guadalupe Nevarez (578) – Maternity leave

Eryn Renteria (575) - Dispatch

Alexis Gonzales (574) - 0

Shantel Mairot (566) – Leave

The total summons issued for the month:

Jake Chavez (577) – 0

Lorenzo Gandara (576) – 0

Guadalupe Nevarez (578) – Maternity leave

Eryn Renteria (575) – Dispatch

Alexis Gonzales (574) – 0

Shantel Mairot (566) – Leave

The total of search warrants:

Jake Chavez (577)- 0

Lorenzo Gandara (576)- 0

Guadalupe Nevarez (578)- Maternity leave

Eryn Renteria (575)- Dispatch

Alexis Gonzales (574)- 0

Shantel Mairot (566)- Leave

| Judgment and Sentence:

STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT

MUNICIPAL COURT
ROSWELL NM
JANUARY 13, 2026
10:17 AM
DC
CLERK

v.

Rebecca Villa, Defendant

No. 2025000114-AC

JUDGMENT AND SENTENCE

This case came before the court on 13th day of January, 2026.

The defendant appeared:

☒ with City Attorney Christopher J Nairn-Mahan appeared on behalf of the City of Roswell.

☒ pro se ☒ waiver signed

The defendant entered a plea of:

☐ guilty ☒ no contest

☐ not guilty and was tried by the court.

Count# 1: 4-51 (A) (2) - Keeping of dogs and cats (altered)

Defendant Plead: No Contest

The defendant is adjudged Guilty

The Defendant is Sentenced to: Fine: 250.00 w/ \$250.00 Suspended Fees: \$0.00

Count# 2: 4-3 - Enforcement

Defendant Plead: No Contest

The defendant is adjudged Guilty

The Defendant is Sentenced to: Fine: 250.00 w/ \$250.00 Suspended Fees: \$0.00

SENTENCE AND COMMITMENT: Keeping of dogs and cats (altered)-Fined \$250, \$250 suspended with the condition not to have any further animal control violations for a period of 180 days; Enforcement-Fined \$250, \$250 suspended with the condition not to have any further animal control violations for a period of 180 days; Charges to run concurrent

Date: January 13, 2026



Judge

You must keep the Court informed of your current phone number and address. If you are on House Arrest, Community Service, and/or Probation you must follow all the rules.

YOU MAY PAY ONLINE: CitePayUSA.com

STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT

MUNICIPAL COURT
ROSWELL NM
JANUARY 5, 2026
9:59 AM
RR
CLERK

v.

Cristabelle Elizabeth Abbott, Defendant

No. 2025000111-AC

JUDGMENT AND SENTENCE

This case came before the court on 5th day of January, 2026.

The defendant appeared:

☒ pro se ☐ waiver signed

The defendant entered a plea of:

☐ guilty ☒ no contest

☐ not guilty and was tried by the court.

Count# 1: 4-53 - Dog & Cats Running at Large

Defendant Plead: No Contest

The defendant is adjudged Guilty

The Defendant is Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

Count# 2: 4-54 (A) - Vicious Dogs

Defendant Plead: No Contest

The defendant is adjudged Guilty

The Defendant is Sentenced to: Fine: 500.00 w/ \$0.00 Suspended Fees: \$0.00

SENTENCE AND COMMITMENT: Defendant plead No Contest: At Large: Defendant sentenced to 90 days in jail, 80 days jail time suspended with condition defendant not to own or possess any animals for 364 days except for the animal known as Ruben. Defendant not to have any further violations. Defendant to serve remaining 10 days in jail. Defendant to report to the Municipal Court on January 6, 2026 @9:00AM to begin incarceration. Vicious Dog: Fined \$500.

Total Fines Sentenced: **\$500.00** Total Fees Sentenced: **\$0.00**

Itemized Fee:

Total amount due as of 01/05/2026: **\$500.00** to be paid in full 30 days or per signed Payment Plan filed with the Court.

10 days of Jail

Date: January 5, 2026



Judge

You must keep the Court informed of your current phone number and address. If you are on House Arrest, Community Service, and/or Probation you must follow all the rules.

YOU MAY PAY ONLINE: CitePayUSA.com



ACCOMPLISHMENTS

- Continuing a positive workplace culture
- 136 vouchers have been approved and 110 have been completed, which means 110 more dogs and cats in our community have been Spayed/Neutered, Vaccinated and Microchipped.
- We are fully staffed!

PLANS FOR NEXT MONTH

- Adoption event
- Get more dogs/cats adopted
- Have more vouchers completed
- Have less euthanasia than last year

HOW TO ADOPT AND/OR RECLAIM A PET

 How to Adopt an Animal Under 6 Months of Age:	 How to Adopt an Animal Over 6 Months of Age:	 How to Reclaim Your Pet
Step 1: Prepay for rabies vaccination, microchip and spay or neuter at the vet of your choice. Step 2: Provide the invoice to Roswell Animal Services. Step 3: Sign a sterilization agreement for the pet. Step 4: Take your new pet home that day for our \$1 (cash) Adoption Fee. 	Step 1: Prepay for rabies vaccination, microchip and spay or neuter at the vet of your choice. Step 2: Provide the invoice to Roswell Animal Services. Step 3: Pay our \$1 (cash) Adoption Fee. Step 4: We hold your new pet until the vet appointment. Step 5: We transport your new pet to the appointment and you will take him or her home from the veterinarian's office. 	Step 1: Show your proof of ownership such as pictures or veterinarian receipts. Step 2: Prepay for rabies vaccination, microchip and spay or neuter at the vet of your choice. Step 3: Provide the invoice to Roswell Animal Services. Step 4: Pay our \$40 Reclaim Fee with an additional \$20 for each reclaim after. Step 5: We hold your pet until the scheduled vet appointment. Step 6: We transport your pet to the appointment and you will take him or her home from the veterinarian's office. 
Did you know? City Ordinance Sec. 4-51 Keeping of Dogs and Cats Every animal kept in the city shall be licensed and vaccinated against rabies by a veterinarian. Except in the case of government-owned animals, such animal shall also be altered prior to its transfer to a pet. Each animal kept in the city shall be microchipped. Always provide your pet with fresh food and clean drinking water. 	Did you know? Cats and small dogs are typically considered a senior at the age of 10 or 11, while larger dogs are considered a senior at the age of 6 or 7. When you adopt an older cat or dog, they may already have medical issues. Have a veterinarian check them out before you take them home. This will help you understand their needs and make sure they are healthy and happy. Always provide your pet with fresh food and clean drinking water. 	Did you know? Dogs will escape because of social isolation, separation anxiety, reproductive drive or boredom. Dogs that are left alone for extended periods of time, whether inside or outside, may become destructive and anxious. Training and socialization helps to make them more confident and happy. Always provide your pet with fresh food and clean drinking water. 

ISSUES AND CONCERNS

- We need (1) trucks for Animal Control Officers.
- Carroll Petrie Grant funds almost out.

ANIMAL CONTROL OFFICERS

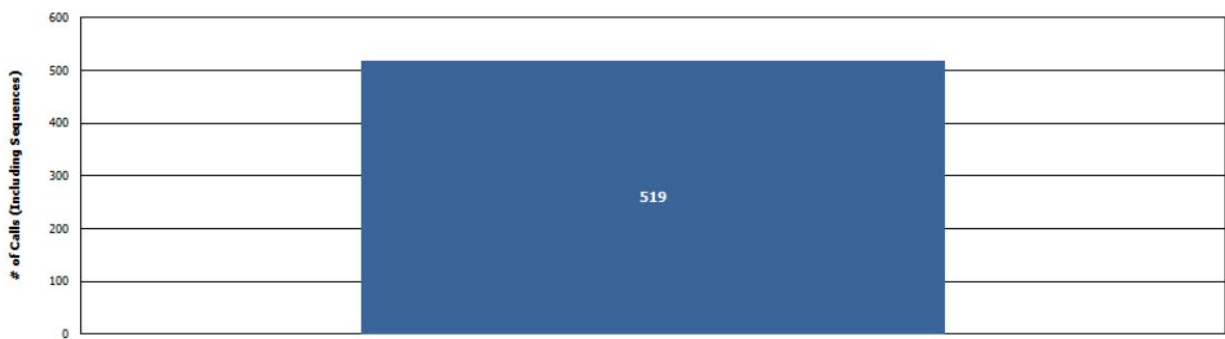
- Animal Control Officers are patrolling all schools and parks in the mornings.
- Animal Control Officers will patrol the base once a month

Last Month Activity-

CALL LOG CATEGORY



Activity Statistics by Jurisdiction
Calls Received Between 01/01/26 and 01/31/26

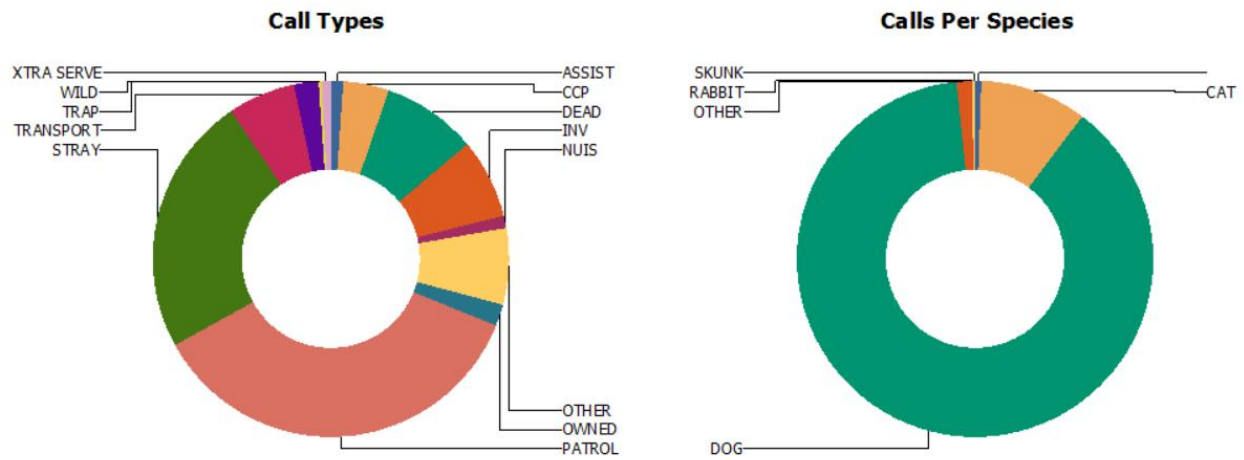


	NONE	TOTAL
GRAND TOTAL	519	519
ASSIST	6	6
POLICE	6	6
CCP	22	22
NO SUBTYPE	22	22
DEAD	45	45
NO SUBTYPE	24	24
DMSTC	18	18
OWNED	1	1

	NONE	TOTAL
NO SUBTYPE	42	42
CONF	9	9
INJURED	2	2
ROAM	67	67
SICK	1	1
TRAP	1	1
TRANSPORT	32	32
NO SUBTYPE	19	19
INJURED	2	2
OTHER	2	2
SICK	2	2
SURG	7	7
TRAP	11	11
NO SUBTYPE	4	4
OCCUPIED	7	7
WILD	1	1
SICK	1	1
XTRA SERVE	5	5
NO SUBTYPE	5	5

	NONE	TOTAL
WILD	2	2
INV	37	37
NO SUBTYPE	8	8
BITE	5	5
BITEF	3	3
FOLLOW UP	2	2
MUNIC	9	9
NEGLI	3	3
OTHER	7	7
NUIS	6	6
NO SUBTYPE	1	1
BARK	2	2
LARG	3	3
OTHER	36	36
NO SUBTYPE	36	36
OWNED	10	10
NO SUBTYPE	1	1
AGGRS	5	5
OTHER	3	3
SURRENDER	1	1
PATROL	186	186
NO SUBTYPE	186	186
STRAY	122	122

Total Calls Received: 517
Total Calls Including Sequences: 519



Kennel Statistics by Jurisdiction



Kennel Statistics by Jurisdiction

Intakes from 1/1/2026 to 1/31/2026

COUNTY

	CAT	DOG	TOTAL
TOTAL	3	39	42
CONFISCATE	0	1	1
BITE	0	1	1
OWNER SUR	0	5	5
FIELD	0	3	3
OTC	0	2	2
STRAY	3	33	36
FIELD	0	22	22
OTC	3	11	14

ROSWELL

	CAT	DOG	TOTAL
TOTAL	17	93	110
CONFISCATE	0	7	7
ABANDON	0	1	1
BITE	0	3	3
POLICE	0	3	3
OWNER SUR	0	10	10
FIELD	0	8	8
OTC	0	2	2
STRAY	17	76	93
FIELD	2	50	52
NIGHT	0	1	1
OTC	15	25	40

ALL JURISDICTIONS / GRAND TOTAL

	CAT	DOG	TOTAL
TOTAL	20	132	152
CONFISCATE	0	8	8
ABANDON	0	1	1
BITE	0	4	4
POLICE	0	3	3
OWNER SUR	0	15	15
FIELD	0	11	11
OTC	0	4	4
STRAY	20	109	129
FIELD	2	72	74
NIGHT	0	1	1
OTC	18	36	54



Kennel Statistics by Jurisdiction

Outcomes from 1/1/2026 to 1/31/2026

COUNTY

	CAT	DOG	TOTAL
TOTAL	5	41	46
ADOPTION	0	20	20
WALKIN	0	20	20
CCP	1	0	1
No Subtype	1	0	1
EUTH	3	10	13
BEH SEVERE	0	1	1
ILL SEVERE	3	8	11
INJ SEVERE	0	1	1
RTO	0	3	3
WALKIN	0	3	3
TRANSFER	1	8	9
RESCUE	1	8	9

ROSWELL

	CAT	DOG	TOTAL
TOTAL	28	116	144
ADOPTION	5	22	27
WALKIN	5	22	27
CCP	12	0	12
No Subtype	12	0	12
DIED	0	1	1
IN KENNEL	0	1	1
EUTH	8	32	40
BEH SEVERE	0	1	1
COURT ORD	0	2	2
ILL SEVERE	7	25	32
INJ SEVERE	1	4	5
RTO	0	19	19
WALKIN	0	19	19
TRANSFER	3	42	45
RESCUE	3	42	45

ALL JURISDICTIONS / GRAND TOTAL

	CAT	DOG	TOTAL
TOTAL	33	157	190
ADOPTION	5	42	47
WALKIN	5	42	47
CCP	13	0	13
No Subtype	13	0	13
DIED	0	1	1
IN KENNEL	0	1	1
EUTH	11	42	53
BEH SEVERE	0	2	2
COURT ORD	0	2	2
ILL SEVERE	10	33	43
INJ SEVERE	1	5	6
RTO	0	22	22
WALKIN	0	22	22
TRANSFER	4	50	54
RESCUE	4	50	54

KENNEL WORKERS

Kennel workers continue to work hard and deep clean every day; we are appreciative of the hard work they do!

TRAINING

We have a new employee to the team who is a rehire. Her name is Eryn Renteria and she is hired on as an Animal Control Officer. She is currently in training.

COMMUNITY OUTREACH/ENGAGEMENT

- Posting videos/photos on Facebook showing the adoptable animals
- Posting videos/photos on Facebook of animals that come into the facility hoping to reunite them with their owners as soon as possible.
- Posting videos/photos of dogs that are and will be at risk on Facebook to try and get them adopted, rescued or reclaimed.
- Pet of the week is posted in Sundays News Paper
- **JANUARY ADOPTION EVENT WAS HELD AT BIG R!**



COMMUNITY CAT PROGRAM (TNR)

CAWL: 21 cats were either spayed or neutered, Vaccinated, and ear tipped

A TOTAL OF: 21 Cats fixed and released into the community in the month of JANUARY.



ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 13.

Public Safety Committee

Meeting Date: 02/17/2026

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

DEPARTMENT NAME:

RPD monthly report

Attachments

RPD Monthly report

Roswell Police Department

Monthly

January 2026



Submitted by
Chief of Police
Lance Bateman

Roswell Police Department
128 West Second Street
Roswell New Mexico USA 88201
(575) 624-6770 Fax (575) 624-6780

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Support Services/Training and Recruiting/Neighborhood Watch/RTCC 8-12

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Criminal Investigations Division 13-14

Technical Services Unit/Property 15

Peer Support 16-17

Monthly Statistics 18-21

Department summary

- We sent 8 new recruits to the police academy.

Patrol/Traffic/SWAT

MONTH'S ACTIVITIES

Accidents:

The total accidents reported for the month: 91

Adam 14 Baker 19 Charlie 28 Delta 14 Echo 15 Frank 1
Unknown 0

Of the 91 accidents, 14 were with injuries and 17 persons reported injuries and we had 0 fatalities/deaths as a result for the month.

63 were reported during the day, 0700-1800 hours

13 were reported during the night, 1800-0700 hours

24 were reported as hit-and-run accidents

2 DUI arrests related to accidents

Citations related to accidents:

20 citations were issued for failure to yield/stop

8 were issued for speed

28 were issued for driver inattention

1 for improper lane change

14 for moving violations (backing, overtaking etc.)

4 were issued for other non-moving issues (weather, road conditions, hit-and-runs with no other information.)

5 were issued for no driver's license

6 were issued for no insurance

0 were issued for no seat belt

Total: 88

CATEGORY	Day shift	Swing shift	Midnight shift	Total
1. Dispatched calls	953	1195	665	2813
2. Incident reports	157	152	69	378
3. Supplement reports	96	100	94	290
4. Self-initiated	145	120	124	389
5. Warrants served	29	23	24	76
6. Probable Cause arrests	38	37	29	104
7. Summons/warrant obtained	13	7	20	40
8. Traffic stops	66	228	184	478
9. Moving/park citations	92	160	117	369
10. Accident reports	21	37	7	65
11. FI cards	0	1	1	2
12. Open doors	18	12	30	60
13. Officer assists	135	335	176	646
14. Total arrests	55	54	45	154
15. Arrest citations	6	12	5	23
16. Total activities	1824	2473	1590	5887

ACCOMPLISHMENTS

- Patrol officers completed reality-based training.
- Sent eight recruits to Santa Fe.
- Shift change went well with only a few issues.

PLANS FOR NEXT MONTH

- Patrol is continuing to conduct traffic details in problem areas and intersections.
- OT will still be posted for officers lost this month. (MID Shift)

ISSUES AND CONCERNS

- Vehicles are better, but still an issue. I know we are getting more, but Patrol needs more vehicles to fully staff Patrol, especially with 8 officers in the academy. We also have 4 PSAs and only 3 PSA vehicles with one PSA vehicle not fully functional. (MCT dock)

SWAT

Training:

Operator and TEMS training was conducted on Thursday, January 8. We did team PT in the morning at the aquatic center. We then did classroom training at the SWAT building on deliberate and dynamic entries. Some of our new Operators had not been through this training yet. After lunch we went to the vacant building at the airport and conducted basic entry training for the afternoon.

Training for Operators, Trailers, TEMS and Snipers was conducted on Thursday, January 22. We did team PT in the morning at the aquatic center. We then moved the rest of the equipment and furniture from the SWAT locker to the new SWAT building. After lunch we conducted specialty training on ballistic shield, flash-bang deployment in hostage rescue, and manual breaching.

Callouts:

On Monday, January 19, SWAT conducted a light operation at 1616 N. Missouri. Christopher Lopez had barricaded himself inside the residence after shooting his father with a BB gun. When patrol attempted to get Lopez to exit the home, he armed himself with a machete inside the house. We continued to attempt negotiations with no results. After a search warrant was obtained for the property team members breached a back window and deployed a flameless tri-chamber CS canister. Shortly after, Lopez exited the home and was taken into custody without incident.

On Saturday, January 31, SWAT conducted a light operation at 62 Billy Mitchell. Isaac Chavez had barricaded himself inside the residence after a domestic. Patrol had probable cause to arrest Chavez for Battery Against a Household Member and False Imprisonment. While they were obtaining the arrest and search warrants Chavez was talked out of the house by Agent Santillan.

Plans for Next Month:

The team will train twice in February on February 12 and February 26. Officers selected from Ruidoso PD to start their tactical response team will be attending to help them get started.

Equipment Update:

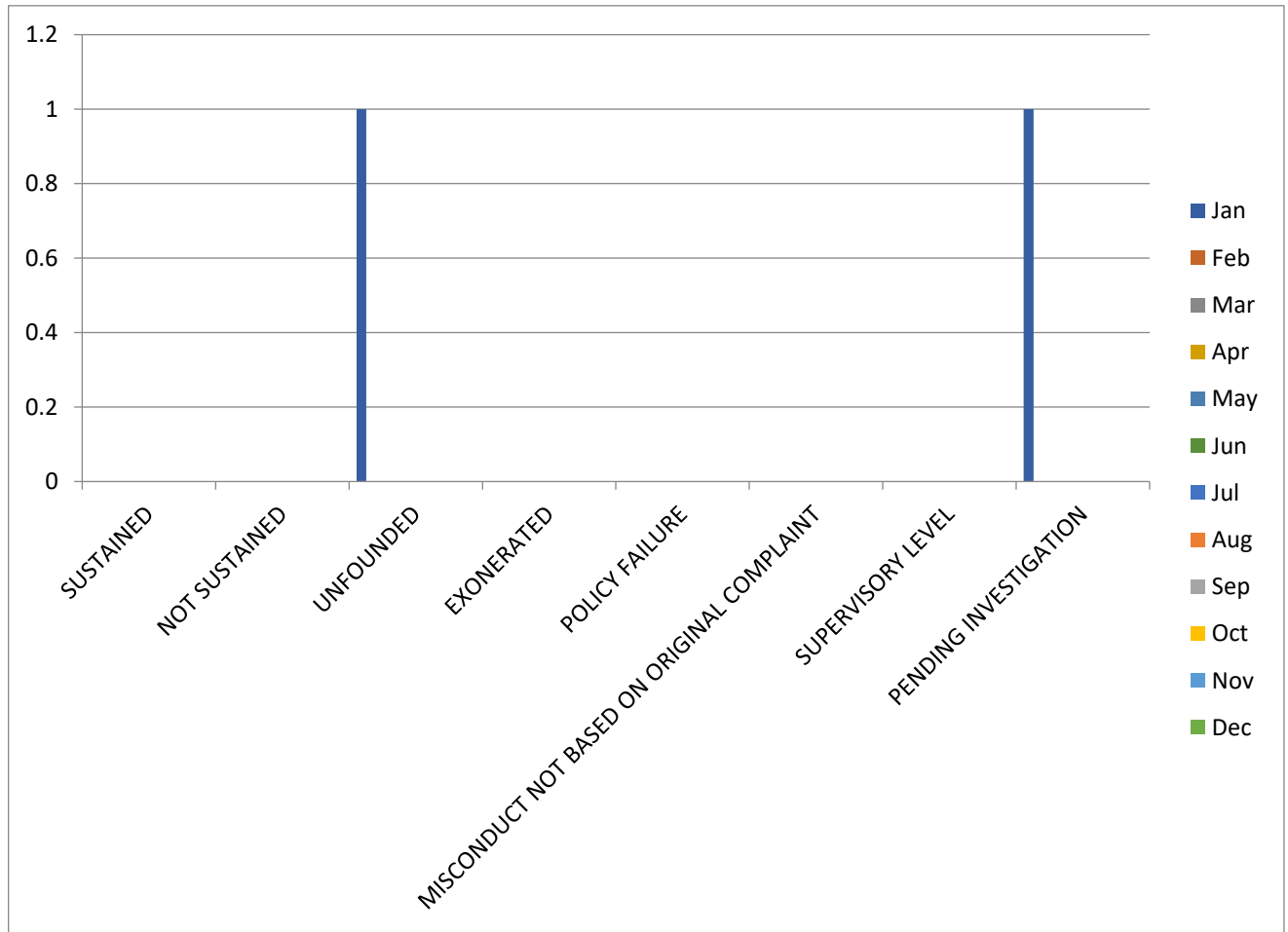
Same equipment status as last month. We are still down one sniper rifle from the E. 6th OIS. A replacement rifle is on the way for Agent Wentland from his OIS. As equipment is being moved to the SWAT building I'm finding lapses in our equipment with expired or outdated items. Purchase requests were sent through chain of command for gas mask filters (need), rifle rated shields (need), a new pole camera (want), 9 banger distraction devices (want), and a wallbanger (want). We currently have no gas mask filters or rifle rated shields.

Issues and Concerns:

Ofc. Willis, Ofc. Barela, Ofc. Gamboa, and Det. Franklin have put in a request to attend SWAT school in Garland, TX in March. We currently have one Operator vacancy from Agt. Dollar leaving. His spot will not be filled until tryouts this spring. Det. Franklin and Ofc. Flott will not attend Sniper school until a suitable solution is found for the sniper rifle currently held in evidence.

Professional Standards (Internal Investigations)

INTERNAL INVESTIGATIONS MONTHLY REPORT – January 2026



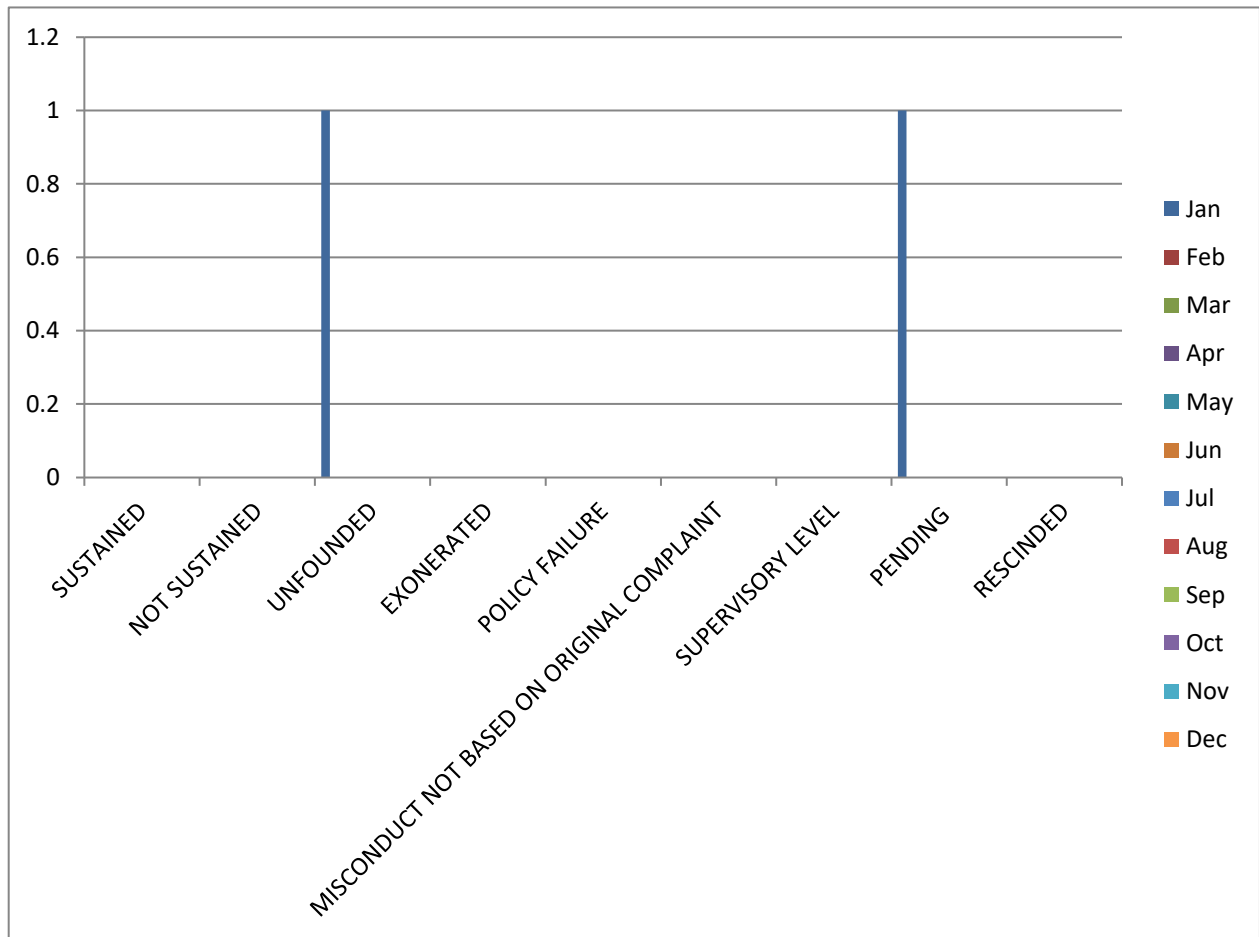
Total Complaints Received: 2

Pending Investigations: 1

Internally Generated: 0

Citizen generated: 2

INTERNAL INVESTIGATIONS MONTHLY REPORT – Year to Date 2026



Total complaints received: 2

Pending Investigations: 1

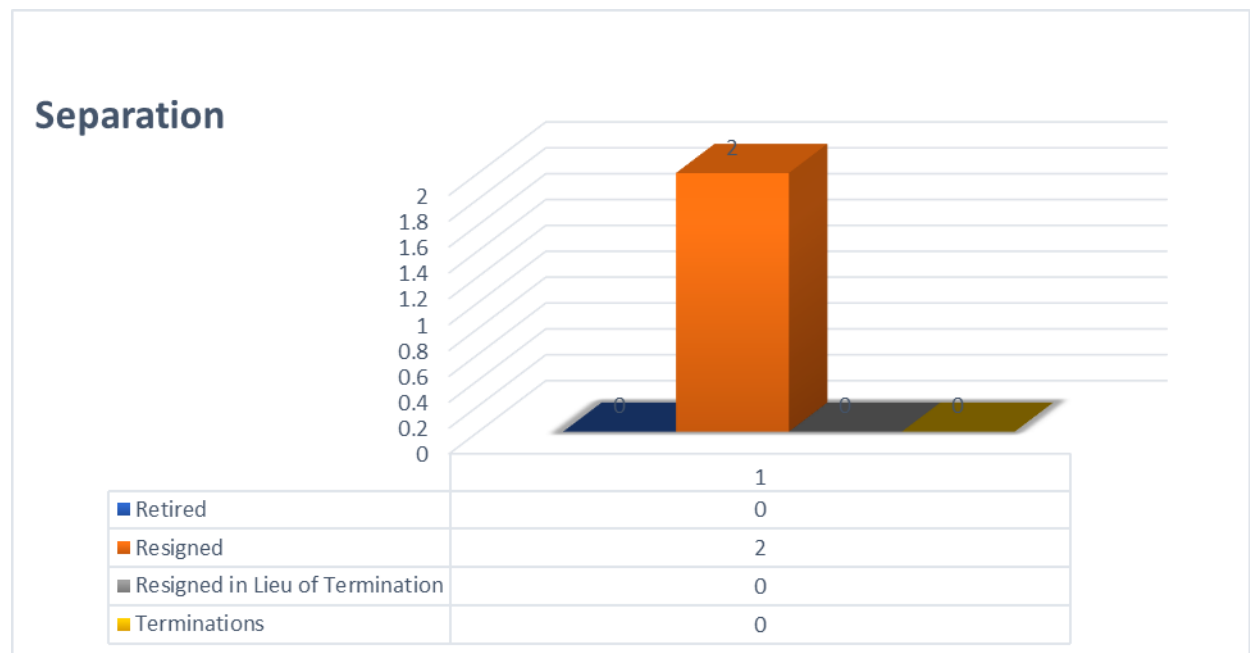
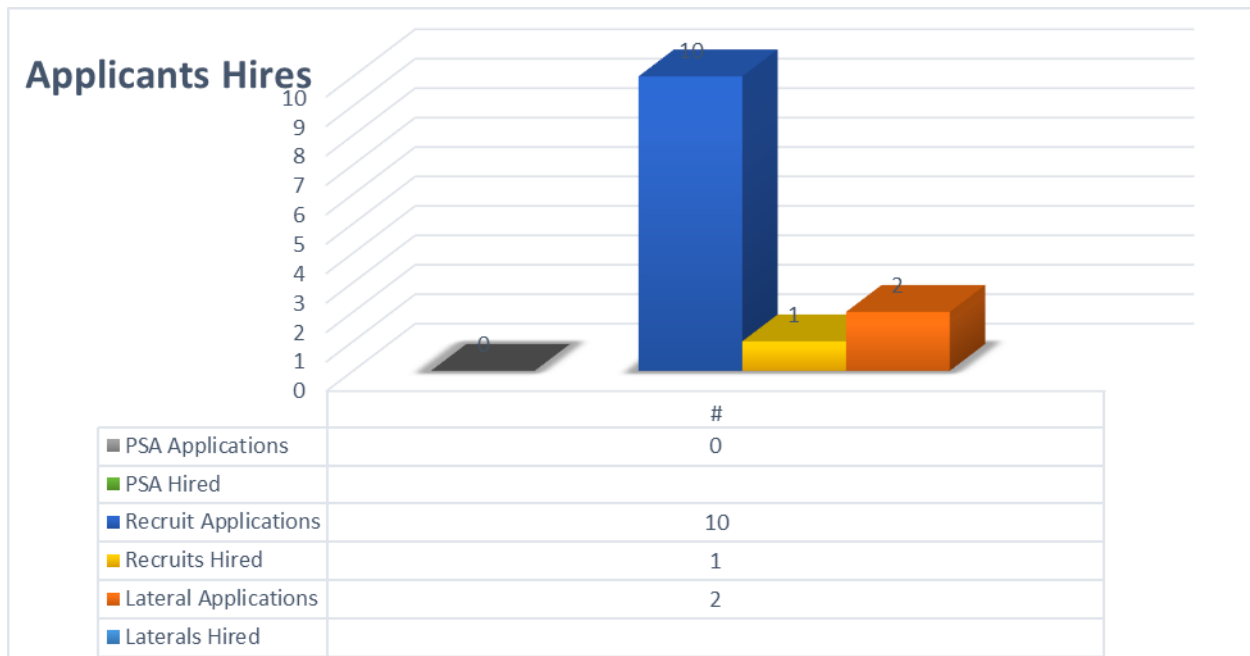
Internally Generated: 0

Externally Generated: 2

Support Services/Training and Recruiting/ Neighborhood Watch/Real-Time Crime Center

RECRUITING

Currently the department has 88 sworn personnel and 104 total allotted positions for sworn personnel. We have 15 vacant positions with 5 in the hiring process for recruit officer, and no applicants for PSA. The recruiting division is currently holding recruit testing every first and third Thursday of the month.



RECRUIT TESTING:

Thursday, January 15: 5 applicants attended for testing. Four applicants continued on to the hiring process.

Thursday, January 29: No applicants attended for testing.

JANUARY HIRES:

No new hires for this month

LATERAL/RECRUIT APPLICANTS CURRENTLY IN PROCESS: (5)

NAME	STATUS
Tyler Angell	Expected Hire Date 2/6
Luis Talamantes	In Backgrounds
Mohammed Sultan	Initial Interview pending
Michael Jones	In Backgrounds
Henry Fernandez	In Backgrounds

PSA APPLICANTS CURRENTLY IN PROCESS:

Not accepting any applicants due to the position being full.

NEW HIRES/PROJECTED HIRE DATES AND RELEASED FROM HIRING PROCESS: (1)

NAME	STATUS
Anayeli Lodoza	Removed from process

JANUARY LOSSES: (2)

Officers resigned/terminated or retired

NAME	REASON
Natalie Mendoza	Resigned in good standing – hired on with HSI
Roberto De La Cruz	Resigned in good standing – hired on with Carlsbad PD

DIVISION HIGHLIGHTS

Community Outreach & Neighborhood Watch:

January 2:

Officer Gonzalez spoke with Kim Cavin regarding the process of starting a Neighborhood Watch program in his neighborhood. He was provided with information on how to initiate the program.

January 16:

Officer Gonzalez spoke with Ann Applegarth regarding the process of starting a Neighborhood Watch program in her neighborhood. She was provided with information on how to initiate the program.

January 20:

Officer Gonzalez attended a Neighborhood Watch meeting for the 1500 block of W. Alameda, held at 1707 W. Juniper. The primary topic discussed was increased foot traffic coming in and out of 1614 W. Juniper, where residents believe possible narcotics activity may be occurring. This information was relayed to SID Agents for follow-up.

January 21:

Officer Morales and Officer Padilla attended the City of Roswell Job Fair to represent the Roswell Police Department and engage with the community.

January 23:

Officer Gonzalez met with Leticia Cerino regarding the process of starting a Neighborhood Watch program in her neighborhood. She was provided with a Neighborhood Watch handbook and information on how to initiate the program.

Training:

January 20-22:

Reality-based training was conducted at the **National Guard Armory** facility. This mandatory training required each sworn officer to participate in **five separate scenarios**. Officer feedback from the training was overwhelmingly positive.

Academy:

January 26:

Sgt. Nguyen and Officer Fontanez took 8 police recruits to Santa Fe for the NMLEA pre-assessment physical fitness test. All 8 police recruits passed and were accepted into the academy. They reported to the academy on January 26 and projected graduation date is May 2026.



The 8 recruit officers who got accepted (left to right): Carlos Acosta, Dominic Villalobos, Antonio Balbino, Keidy Martell, Aaron Gonzales, Luis Villa, Bryce Sanchez, Fabian Vigil.

DRONE

FLIGHTS: 232 Total

- RPD: 116
- Station 3: 64
- Station 5: 45
- Mobile: 7

FLIGHT TIME: 39:37 flight hours

DISTANCE TRAVELED: 390.1 miles

REPORTS: 183

ARRESTS: 20

CALLS FOR SERVICE: 36

REQUESTED ASSISTANCE: 9

CLEARED CALLS: 7

ASSISTED: 81

January 26:

K-9 Officer Flott was involved in a foot pursuit in the area of **1st Street and Main Street**. After losing visual contact with the suspect, officers saturated the surrounding area in an attempt to locate the individual. The department drone was deployed and utilized thermal imaging, which successfully located the suspect hiding nearby. Officers were directed to the location and the suspect was taken into custody without incident.

January 29:

Officers responded to a burglary report at **55 Riverside Drive**, where two juvenile suspects had forcibly kicked in the front door of a residence. The suspects fled the area approximately ten minutes prior to officers being dispatched. A department drone was deployed and located the suspects several blocks away. Officers were directed to their location, and both juvenile suspects were arrested.

Special Investigations Div./Chaves County Metro Narcotics Task Force

New Activities – 39 new activities were generated this month. Agents executed 4 search warrants, made 3 controlled buys of narcotics, made 27 arrests, seized 1 firearm and had 5 activities that were classified as “Other.”

Narcotics Seized:

Methamphetamine – 390.6 grams

Fentanyl – 19 pills

Criminal Investigations Division

Monday 1-5-2026

Det. Franklin obtained several search warrants for various social media platforms for a child pornography investigation.

Tuesday 1-6-2026

Det. Shappard obtained a search warrant for a vehicle secured at the West Lot as part of an aggravated battery investigation.

Det. Shannon obtained a search warrant for 929 Davidson for a shooting investigation from New Year's Eve.

Thursday 1-8-2026

CID responded to assist SID Agent Dollar and Officer Silvas with a foot pursuit involving a subject with a firearm. The subject had pointed the firearm at the officers prior to fleeing on foot. The subject was located near the intersection of McGaffey and Cahoon and identified as Justin Seward. The firearm Mr. Seward had was located behind a business on E. McGaffey. The firearm was wrapped in a flannel shirt that Mr. Seward was wearing when he pointed the gun of the officers. Det. Juarez arrested Mr. Seward for two counts of Aggravated Assault Upon a Peace Officer, Felon in Possession, Tampering with Evidence and Resisting, Evading, or Obstructing an Officer. A few days after Mr. Seward was charged, the state charges were dismissed and federal charges were filed against Mr. Seward.

Det. Shannon obtained an arrest warrant for Raul Porras-Medina for two counts of Bribery or Intimidation of a Witness.

Friday 1-9-2025

Det. Shappard got a warrant for John Dunn for delinquent child. The warrant is a result of an extensive drive-by shooting investigation.

Tuesday 1-13-2026

Det. Franklin obtained an arrest warrant for Dominic Alopopo for Criminal Sexual Penetration, Kidnapping, Aggravated Battery, and Bribery or Intimidation of a Witness.

Det. Shappard obtained two search warrants for banks as part of a fraud investigation.

Friday 1-16-26

CID responded to 2806 W. 4th for a shooting. Lawrence Macias was located on scene with several gunshot wounds to his body. He was transported to ENMMC where he later died. Det. Basile worked this case. The investigation determined Mr. Macias had broken in to the

apartment by breaching the front door. Once inside, a male subject later identified as Manuel Gallegos, shot Mr. Macias. Mr. Macias had a firearm when he broke in and pointed it at Mr. Gallegos. It was later learned there were ongoing problems between Mr. Macias and Mr. Gallegos due to Mr. Gallegos being in a relationship with Mr. Macias' mother. Mr. Gallegos turned himself in a couple of days later, and also provided the location of the weapon he had when he shot Mr. Macias. This case will be reviewed by the DA's office prior to any charges due to the self-defense aspect of it.

Det. Juarez obtained two search warrants for medical records for a child-abuse case.

Tuesday 1-20-2026

Det. Shannon obtained an arrest warrant for Elijah Rivera for six counts of Burglary, Unlawful Taking of a Motor Vehicle, two counts of Attempt to Commit Burglary, and Tampering with Evidence.

Det. Basile obtained several more search warrants as part of the homicide investigation from 1/16.

Det. Shappard obtained a search warrant for Pioneer Bank for a fraud case.

Wednesday 1-21-2026

Det. Barrientos obtained an arrest warrant for Carlos Olivares for Forgery.

Det. Barrientos obtained an arrest warrant for Jason Parker for six counts of Remote Financial Services Act Violations.

Tuesday 1-27-2026

Det. Shannon obtained arrest warrants for Ashley Mendoza and Brisa Mendoza for Embezzlement and Conspiracy to Commit Embezzlement.

Wednesday 1-28-2026

Det. Shannon obtained an arrest warrant for Raul Porras-Medina for Criminal Damage over \$1,000 and Negligent Use of a Deadly Weapon.

Technical Services Unit/Property

The division highlights for January:

TSU highlights

- TSU helped with the execution of **3** search warrants.
- TSU responded to **20** callouts.
- TSU processed **8 items**.
- TSU constructed **0** photo arrays for CID and Patrol.
- TSU conducted **0** trainings for Patrol and itself.
- TSU conducted **2** phone extractions.
- TSU conducted **0** video enhancements.
- TSU assisted with **17** calls for service.

Property Highlights

Property booked in the following: **322 total** items, including **45 drug** items, and **32** firearms.

- **64** items sent to lab.
- Cash deposited totaling \$1
- **0** Items transferred to outside agencies (ATF/HSI/FBI).
- **40** Items returned to owner/other.
- **0** Destruction Orders obtained and executed. **0** items were destroyed based on these Destruction Orders. There are **0** destruction orders in progress.
- **0** firearms destroyed per Destruction Order.

	YTD	January
Items booked in	322	322
Guns	32	32
Drugs	45	45
Sent to lab	64	64
Cash Deposits	1	0
Money deposited	\$14,045.85	\$14,045.85
Transferred	0	0
RTOW/RETO	40	40
D.O.'s Executed	0	0
Total Items Dest.	0	0
Firearms Dest.	0	0

Notable Events

- Training with J. Martinez began January 23. He has been shadowing calls.

Peer Support

The highlights for January:

Wellness Highlights

- The Peer Support Team maintained an active presence throughout the month to promote resiliency and overall wellbeing in the department.
- Team members are coordinating potential attendance to the First Responder Crisis and Mental Health conference being hosted next month in Clovis, N.M., to enhance training, strengthen peer-support capabilities, and bring back best practices to better serve the department and public safety community.

K9 Highlights

- K9s conducted 4 visits
- K9s provided Victim Support on 1 case
- K9s responded for 0 Critical Incident Calls
- K9s participated in 0 Community Events

Police Chaplain Highlights

- Police Chaplains did 4 Ride-Alongs
- Police Chaplains responded for 4 Critical Incident Calls
- Chaplain Davis brought a meal to the Roswell Police Department for Officers.

Peer Support		
Member	Status	Availability
Adam Rhodes	Active	24/7
Randy Rodriquez	Active	24/7
Pat Silvas	Active	24/7
Shady Nguyen	Active	24/7
Ashley Hunter	Active	24/7
Abrem Atencio	Active	24/7
Dom Morales	Active	24/7
Danny Flott	Active	24/7
Logan Franklin	Active	24/7
Christian Fulkerson	Active	24/7
Mike Shannon	Active	24/7
*Peer Support Team Members are available on a 24/7 basis and can be reached in person or over the phone.		

K9s				
	Visits	Victim Assistance	Critical Incidents	Community Events
Beaumont	3	1		
Kiki	1			
Chevy				
*K9s are available on a 24/7 basis and work a regularly scheduled shift on Wednesdays. *Facility K9s are from the 5th District Attorney's Office under Gina Yeager.				

Police Chaplains		
Chaplain	Ride-Alongs	Critical Incidents
Donovan Fulkerson		
Joel Wood	1	1
Sean Reeves		
Jett Davis	3	3
*Police Chaplains serve on a 24/7 on-call rotation, ensuring that one is always available to respond. They provide support to department personnel as well as members of the public impacted by critical incidents. These incidents may include traffic collisions, shootings, deaths, cases involving children, and other significant events.		

ROSWELL POLICE DEPARTMENT
MONTHLY REPORT – JANUARY 2026

	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	LAST YEAR TO DATE	% Change (+/-)
CRIMES AGAINST PERSONS					
<i>Murder*</i>	1	2	1	2	-50.00%
<i>Justifiable Homicide</i>	0	0	0	0	0.00%
<i>Criminal Sexual Penetration</i>	2	1	2	1	100.00%
<i>Robbery</i>	2	0	2	0	NA
<i>Aggravated Assault/Battery</i>	26	19	26	19	36.84%
<i>Minors-Sexual Penetration</i>	2	3	2	3	-33.33%
<i>Minors-Sexual Contact</i>	1	1	1	1	0.00%
<i>Child Abuse</i>	3	10	3	10	-70.00%
Crimes Against Persons (Non-Violent)*	168	156	168	156	7.69%

CRIMES AGAINST HOUSEHOLD MEMBER					
<i>Domestic Violence-Physical Contact</i>	41	35	41	35	17.14%
<i>Domestic Violence-Verbal</i>	42	30	42	30	40.00%

PROPERTY CRIMES					
<i>Burglary</i>	11	16	11	16	-31.25%
<i>Larceny</i>	51	67	51	67	-23.88%
<i>Motor Vehicle Theft</i>	6	5	6	5	20.00%
<i>Criminal Damage</i>	50	41	50	41	21.95%
<i>Graffiti</i>	0	1	0	1	-100.00%
<i>All Other Crimes Against Property</i>	12	20	12	20	-40.00%

DWI	11	9	11	9	22.22%
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PERSONS ARRESTED	313	323	313	323	-3.10%
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TRAFFIC REPORT					
<i>Fatal Accidents</i>	0	1	0	1	-100.00%
<i>Injury Accidents</i>	13	11	13	11	18.18%
<i>Property Damage Only</i>	62	51	62	51	21.57%
<i>Traffic Citations</i>	387	555	387	555	-30.27%

TOTAL ACTIVITIES					
<i>Officer Initiated</i>	1,619	2,003	1,619	2,003	-19.17%
<i>Calls for Service</i>	2,194	2,242	2,194	2,242	-2.14%

*Less Justifiable Homicide i.e.: self-defense, officer-involved shootings, etc.

PART I CRIMES	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	LAST YEAR TO DATE	% Change (+/-)
CRIMINAL HOMICIDE TOTAL	1	2	1	2	-50.00%
<i>Murder/Nonnegligent Homicide</i>	1	2	1	2	-50.00%
<i>Manslaughter By Negligence</i>	0	0	0	0	0.00%
FORCIBLE RAPE TOTAL	4	4	4	4	0.00%
<i>Rape By Force</i>	4	4	4	4	0.00%
<i>Attempts to Commit Forcible Rape</i>	0	0	0	0	0.00%
ROBBERY TOTAL	2	0	2	0	NA
<i>Firearm</i>	1	0	1	0	NA
<i>Knife or Cutting Instrument</i>	1	0	1	0	NA
<i>Other Dangerous Weapon</i>	0	0	0	0	0.00%
<i>Strong-Arm (Hands, Fists, Feet, Etc.)</i>	0	0	0	0	0.00%
ASSAULT/BATTERY TOTAL	106	88	106	88	20.45%
<i>Firearm</i>	12	10	12	10	20.00%
<i>Knife or Cutting Instrument</i>	7	3	7	3	133.33%
<i>Other Dangerous Weapon</i>	4	4	4	4	0.00%
<i>Hands, Fists, Feet, Etc.-Aggravated Injury</i>	3	2	3	2	50.00%
<i>Other Assaults-Simple, Not Aggravated</i>	80	69	80	69	15.94%
BURGLARY TOTAL	11	16	11	16	-31.25%
<i>Forcible Entry</i>	6	9	6	9	-33.33%
<i>Unlawful Entry-No Force</i>	5	7	5	7	-28.57%
<i>Attempted Forcible Entry</i>	0	0	0	0	0.00%
LARCENY THEFT TOTAL	51	67	51	67	-23.88%
MOTOR VEHICLE THEFT TOTAL	6	5	6	5	20.00%
<i>Autos</i>	6	5	6	5	20.00%
<i>Trucks and Busses</i>	0	0	0	0	0.00%
<i>Other Vehicles</i>	0	0	0	0	0.00%
GRAND TOTAL	181	182	181	182	-0.55%
CRIMES NOT REPORTED ELSEWHERE					
<i>Arson</i>	1	3	1	3	-66.67%
<i>LEOKA* (Also shown in Part I Assaults)</i>	25	19	25	19	31.58%
<i>*Law Enforcement Officers Killed or Assaulted</i>					

	THIS MONTH	LAST YEAR	YEAR TO DATE	LAST YEAR TO DATE	% CHNGE (+/-)
PART II CRIMES					
CRIMES AGAINST PERSONS (Non-Violent)					
<i>Weapons Violations</i>	6	8	6	8	-25.00%
<i>Voyeurism Prohibited</i>	0	0	0	0	0.00%
<i>Indecent Exposure</i>	0	0	0	0	0.00%
<i>Child Solicitation by Electronic Means</i>	1	0	1	0	NA
<i>Enticement of a Child</i>	0	0	0	0	0.00%
<i>Custodial Interference</i>	2	3	2	3	-33.33%
<i>Disorderly Conduct</i>	8	12	8	12	-33.33%
<i>Disorderly House</i>	2	0	2	0	0.00%
<i>Criminal Trespass</i>	19	18	19	18	5.56%
<i>Simple Assault/Simple Battery</i>	80	69	80	69	15.94%
<i>Harassment</i>	10	4	10	4	150.00%
<i>Stalking</i>	3	0	3	0	NA
<i>Kidnapping</i>	0	0	0	0	0.00%
<i>Threats</i>	7	7	7	7	0.00%
<i>Public Affray</i>	2	1	2	1	100.00%
<i>Public Nuisance</i>	5	4	5	4	25.00%
<i>Runaway</i>	8	12	8	12	-33.33%
<i>Emergency Removal</i>	6	11	6	11	-45.45%
<i>Missing Person</i>	6	5	6	5	20.00%
<i>TRO Violation</i>	3	2	3	2	50.00%
TOTAL	168	156	168	156	7.69%
CRIMES AGAINST PROPERTY					
<i>Forgery</i>	0	1	0	1	-100.00%
<i>Fraud</i>	5	7	5	7	-28.57%
<i>Embezzlement</i>	1	2	1	2	-50.00%
<i>Shooting at Unoccupied Dwelling or Veh</i>	5	3	5	3	66.67%
<i>Stolen Property Possession/Recovery</i>	0	2	0	2	-100.00%
<i>Identity Theft</i>	1	5	1	5	-80.00%
TOTAL	12	20	12	20	-40.00%
GRAND TOTAL	180	176	180	176	2.27%

	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	LAST YEAR TO DATE	% Change (+/-)
IPRA Requests					
<i>IPRAs for Lapel Video</i>	94	69	94	69	36.23%
<i>IPRAs All Other</i>	91	114	91	114	-20.18%
<i>Video Redaction Hours</i>	176.3	145	176.3	145	21.59%
IPRA Requests Total	185	183	185	183	1.09%

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 14.

Public Safety Committee

Meeting Date: 02/17/2026

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

DEPARTMENT NAME:

AMR Monthly report

Attachments

Monthly Report

City of Roswell
Public Safety Committee
Monthly Report



ROSWELL

KP Prescott
Operations Manager

**January 2025
Report**

AMR Roswell Monthly Report

December 2025

System status report as of October 31, 2025:

- **40 Personnel**
 - 28 Full Time
 - 12 Paramedics
 - 10 EMT-Intermediate
 - 6 EMT-Basics
 - 12 Part Time
 - 6 Paramedics
 - 3 EMT-Intermediate
 - 3 EMT-Basics

Currently we have 3 RFD personnel (3 AEMT's) working part time.

Actively recruiting.

- **5 Ambulances staffed daily.**
 - 4 – 24 hour ALS
 - 1 – 12 hour 0900-2100 ALS (AEMT)
 - Total of 108 Unit Hours Daily
- **1 Ambulance staffed as needed.**
 - 1 – 12 hour 0800-2000 BLS/ALS for LDT's
 - Total of 12 Unit Hours Daily

AMR continues to staff in 3 posting stations, our main Country Club station, RFD station 1, and RFD station 5 staffed and in full operations aiding in efficient response times.

We are proud of our very successful education program and continue training local employees that work and live in the Roswell community. Currently we are sponsoring 3 employees in the paramedic program. **We have 2 that have graduated from the paramedic program and will be testing in January.** To date we have trained nearly 20 employees in successfully advancing their licensure level.

EMD priority dispatching, ProQA has had a large impact on response times. We have received multiple EMS only non-emergent calls for service. **This month we have responded to 197 EMS only calls.**

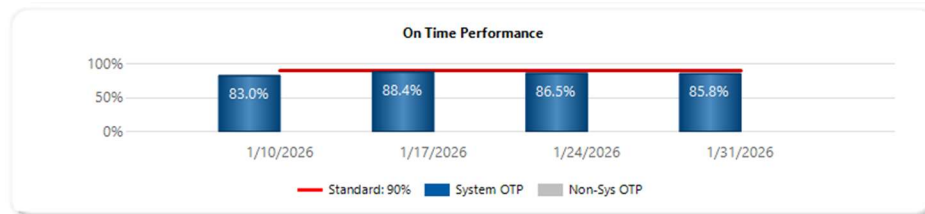
We are still seeing a decrease in total call volume this month, while there was an increase in EMS only responses. The overall decline in volume is about 4% or 422 total patient transports.

Code 3 Compliance-Roswell NM

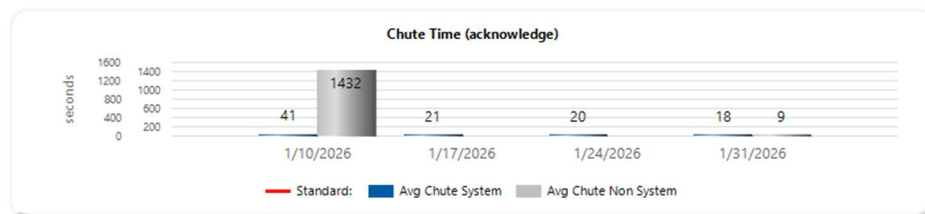
Excludes EMS Approved Exemptions

Responses between 1/1/2026 and 1/31/2026

Response Zone	Unit Number	Total Responses	Total Transports	Total Lates	Compliance Percent
⊕ NM Roswell		587	420	94	83.99%
⊕ NM Chavez County		91	60	0	100.00%

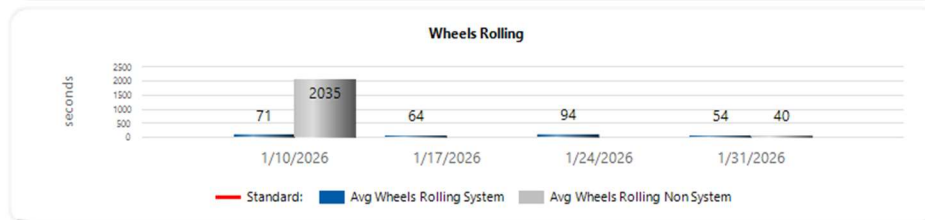


<u>Sys OTP</u>	<u>Non-Sys OTP</u>
85.9%	NaN
<u>Sys Exemptions</u>	<u>NonSys Exemptions</u>
0	0
Contributing Calls	
<u>System</u>	<u>Non-System</u>
612	0



<u>Sys OOCLates</u>	<u>Non-Sys OOCLates</u>
0	0
<i>If 1/2 Chute Lates Fixed</i>	
<u>Sys OTP</u>	<u>Non-Sys OTP</u>
85.9%	NaN

Avg. 4wk Chute Time: 27



<u>Sys WRLates</u>	<u>Non-Sys WRLates</u>
0	0
<i>If 1/2 Chute Lates Fixed</i>	
<u>Sys OTP</u>	<u>Non-Sys OTP</u>
85.9%	NaN



Avg. 4wk WR Time: 74

We are continuing to train and improve on our Special Skills. All our Paramedics are certified in RSI and Finger Thoracostomy for Advanced Airway Management in critically ill patients as well as advanced level medications in addition to the regular scope of practice. AMR Advanced EMTs are certified in ACLS with Advanced Cardiac Monitoring with 12 Lead ECG Interpretation and Benzodiazepines for Seizures and Agitated patients. AMR's Special Skills continue to raise the bar and bring an advanced level of care to the community of Roswell and Chaves County. We take great pride in our continued development and our commitment to providing high quality patient care.

We continue to partner with our local hospitals as active members of the Chest Pain / Stroke Committee and Multidisciplinary Trauma Committee and were recognized by the American College of Cardiology as an **EMS Partner in Care** with ENMMC. We continue to host teams from

RFD and Chaves County EMS with joint training to aid in the development of a better EMS System in Roswell and Chaves County.

Ongoing support with community events with the schools for career days as well as providing standby service when needed.

AMR is dedicated to the community that we serve in and wants this committee to know that we are here to serve them.

Monthly year-over-year Summery for 2024-2025

2024 transports to Roswell Facilities - ENMMC received approximately 83.1% while LRH received approximately 16.9%.

City of Roswell Monthly Summary													
1/1/2024 - 12/31/2024													
City of Roswell	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Total
911 Responses	678	677	676	748	848	826	836	806	719	714	676	769	8,973
IFT Responses	144	185	201	216	240	201	218	184	160	184	152	159	2,244
Total Responses	822	862	877	964	1,088	1,027	1,054	990	879	898	828	928	11,217
Total Canceled	63	74	78	120	130	136	114	100	65	71	75	75	1,101
Total Dry Runs	172	168	205	236	259	256	242	260	246	249	213	235	2,741
Total Transports	587	620	594	608	699	635	698	630	568	578	540	618	7,375
Total Lates	13	17	26	26	14	17	17	29	45	23	20	11	258
Total to Lovelace	73	90	63	82	86	90	81	96	67	70	59	74	931
Total to Eastern NM Med	379	361	354	361	418	395	451	392	365	358	348	390	4,572

2025 transports to Roswell Facilities - ENMMC received approximately 83.2% while LRH received approximately 16.8%.

City of Roswell Monthly Summary													
1/1/2025 - 12/31/2025													
City of Roswell	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Total
911 Responses	748	650	728	638	711	670	723	698	692	686	676	735	8,355
IFT Responses	154	155	169	188	172	159	160	176	132	144	130	163	1,902
Total Responses	902	805	897	826	883	829	883	874	824	830	806	898	10,257
Total Canceled	64	77	77	86	93	82	87	65	88	70	84	68	941
Total Dry Runs	215	184	220	211	201	169	211	205	221	198	193	222	2,450
Total Transports	623	544	600	529	589	578	585	604	515	562	529	608	6,866
Total Lates	14	12	7	17	9	10	4	9	5	5	3	10	105
Total to Lovelace	83	84	60	54	71	83	69	72	75	68	58	78	855
Total to Eastern NM Med	402	315	375	306	353	344	368	370	314	353	345	381	4,226

The overall decline in volume is about 4% (422 total transports) while local market share remains about the same with ENMMC receiving approximately 83% while LRH receiving approximately 17%.

Should you have any questions, please do not hesitate to contact me directly.

KP