



**REGULAR MEETING
CITY OF ROSWELL COUNCIL - AGENDA
THURSDAY, FEBRUARY 12, 2026
Chaves County Administrative Center
Commission Chambers - #1 St. Mary's Place
Roswell, New Mexico 88203**

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution No. 25-28. Except for emergency matters, the City Council shall take action only on the specific items listed on the Agenda.

FEBRUARY 12, 2026

6:00 p.m.

MAYOR - Timothy Z. Jennings

Ward 1
Cristina A. Arnold
Juan Oropesa

Ward II
Juliana Halvorson
Will Cavin

Ward III
Edward L. Heldenbrand
Kurt Edwin Gass

Ward IV
Robert B. Corn
Darrell Johnson

Ward V
Angela G. Moore
Carlos Marujo, Jr.

WELCOME! We are very glad you have joined us for the Roswell City Council meeting. If you wish to speak, please sign up prior to 6:00 p.m. In compliance with Resolution 25-28, all matters listed under Consent Items/Consent Agenda are considered routine by the City Council and will be approved by one motion. There will be no separate discussion on these items. If any member of the council desires to discuss the matter, that item will be removed from the consent agenda and will be considered separately. Any item approved as part of the consent agenda is not an agenda item for the purpose of public participation. The Council is pleased to hear relevant comments; however, a 3-minute limit is set in accordance with Resolution 17-65 (Governing Body Rules of Order). Large groups are asked to name a spokesperson. Robert's Rules of Order govern the conduct of the meeting. "THANK YOU" for participating in your City Government.

OPENING CEREMONIES

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

1. Approval of agenda - approve the agenda for the Thursday, February 12, 2026, Regular City Council Meeting. (Corn/Martinez)
2. Approval of consent agenda - approve the consent agenda for the Thursday, February 12, 2026, Regular City Council Meeting. (Corn/Martinez)

CONSENT ITEMS (*items 3-19 will be approved at the time of the approval of the consent agenda*)

3. Ordinance 26-02: Consider recommending to City Council approval to advertise and hold a public hearing on proposed Ordinance 26-02: An ordinance for the sale of Real Property and approval for the City of Roswell to enter into a Purchase and Sale Agreement with EquipmentShare.com Inc. (Corn/Vickers) (pg. 5)
4. Ordinance 26-03: consider recommendation to City Council approval to advertise and hold a public hearing on proposed Ordinance 26-03: An Ordinance Amending Chapter 13 Fire Prevention. (Cavin/Olive) (Pg. 94)
5. Approval of a budget adjustment in the amount of \$115,891.56 to procure and install radio equipment, base station consoles, antennas, cabling, gateways, and related technician services to support PVRCC Consolidated Dispatch radio communications and the upcoming dispatch relocation, utilizing New Mexico Statewide Price Agreement No. 10-00000-20-00048.(Gass/Herring) (Pg. 150)
6. Approval of a budget adjustment in the amount of \$26,410.00 to procure essential IT

equipment, including keyboards and mice, to support dispatch center operations and the upcoming relocation. The purchase will be made through TIPS Contract No. 210101. (Gass/Herring) (Pg. 153)

7. Approval of a budget adjustment in the amount of \$5,693.10 to contract J & G Electric to perform the necessary work to support the dispatch relocation. (Gass/Herring)(Pg. 157)
8. Approval of a budget adjustment in the amount of \$167,640 to authorize a new contract to fund three contracted dispatcher positions for a four-month period. (Gass/Herring) (Pg. 159)
9. Approval of a budget adjustment (revenue & expense) of \$150,000.00 to purchase merchandise for ProShop. (Gass/Burress)(Pg. 164)
10. Approval of a budget adjustment in the amount of \$32,375 for collection appraisals in support of flood recovery efforts. (Gass/Brooks) (Pg. 167)
11. Approval for the Roswell Police Department to purchase and outfit two patrol vehicles in the amount of \$125,305.58. (Gass/Aldana) (Pg. 192)

Resolution(s)

12. Resolution 26-07 Weeds - The Resolution shall mandate the cleanup of approximately ten (10) separate properties within the City. (Cavin/Franco) (Pg. 202)
13. Resolution 26-08: Approval of adoption of Resolution 26-08, in response to NMDOT's December 2025, LGRF Funding. (Johnson/MacCornack) (Pg. 206)

ROW Leases

14. Approval of AerSale, Inc. to enter into a 10-year lease beginning October 1st, 2025, and ending September 30, 2035, for Hangar No. 85 at the Roswell Air Center. (Cavin/Thompson)(Pg. 210)
15. 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. (Pg. 228) (Cavin/Thompson)
16. Approval of City of Roswell Museum Lease to enter into a 5-year lease beginning February 1, 2026, and ending January 31, 2031, for Building No. 1081 at the Roswell Air Center. (Pg. 251) (Cavin/Thompson)

Bids, RFP's and Agreements

17. Approval of the Scope of Work for RFP: Ground Emergency Medical Services (EMS) Billing Services. (Gass/Fuller)(Pg. 270)
18. Approval to award RFP 26-004 for Architectural & Engineering Design Services for Flood-related Projects (DR- 4843) to Huitt-Zollars, Inc. and Molzen-Corbin & Associates, P.A. (Gass/Rogers)(Pg. 276)

Minutes

19. Approval of the minutes from the Regular City Council meeting on January 16, 2026
Corn/Martinez)(Pg. 279)

NON-ACTION ITEMS (Information Items)

20. Proclamation - Honorable Bobby R. Baldock
21. Airport Updates (Bobbi Thompson)
22. Airport Advisory Commission Updates (Bud Kunkel)
23. Employee Out-of-State Travel (Pg. 289)

PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS

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

PUBLIC HEARING(S)

24. Ordinance 26-01: Hold a public hearing to consider adopting proposed Ordinance 26-01 An Ordinance Amending the City of Roswell's Purchasing Procedures. (Cavin/Heldenbrand) (Pg.292)

NEW BUSINESS / REGULAR ITEMS

25. Consider approval of the Galacticon Lodgers' Tax Sponsorship Agreement in the amount of \$6,200. (Gass/Conyers)(Pg. 296)
26. Consider approval of MainStreet Roswell Sponsorship Agreement for the UFO Festival in the amount of \$102,000 with \$56,000 out of Lodgers' Tax and \$46,000 out of the General Fund. (Gass/Conyers) (Pg. 301)
27. Consider approval of MainStreet Roswell Sponsorship Agreement for the America 250 Roswell in the amount of \$150,000.00 from the General Fund. (Gass/Conyers) (Pg. 308)
28. Approval of a budget adjustment of \$263,355.30 to install data lines and CJIS required access control for the new Roswell Police Department headquarters. (Mayor Jennings)(Pg. 313)
29. Consider approval of Mayor Jennings' recommendation of appointments to the Flood Task Force as follows: (Corn/Martinez)(Pg. 314)
 - Chris Cortez
 - Gordon Patton
 - Mike Espiritu
 - Jon Hitchcock
30. Approve the terms of employment and job description for Christopher J. Nairn-Mahan (Josh) for the position of City Attorney. (Corn/Mayor Jennings) (Pg. 316)

Closed Session

31. Hold Closed Session: Pursuant to NMSA 1978 § 10-15-1H (2), to discuss limited personnel matters relating to the City Attorney.

Ordinance(s)

Resolution(s)

32. Resolution 26-09: Adoption of Resolution 26-09 approving a budget adjustment for the fiscal year ending June 30, 2026. (Gass/Gomez)(Pg. 327)

CITY MANAGER REPORTS/ANNOUNCEMENTS

(Information Only)

Adjournment

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 at least one week before 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 575-637-6202 if a summary of another type of accessible format is needed. Printed and posted: **Monday, February 9, 2026**

To watch the City Council Meeting live from your computer, tablet, or smartphone, go to <https://www.youtube.com/@CityofRoswellNM/featured>. You can also go to www.roswell-nm.gov, then click on the YouTube link on the banner on the right side of the screen.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

3.

Meeting Date: 02/12/2026

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Will Cavin

ACTION REQUESTED:

Ordinance 26-02: Consider recommending to City Council approval to advertise and hold a public hearing on proposed Ordinance 26-02: An ordinance for the sale of Real Property and approval for the City of Roswell to enter into a Purchase and Sale Agreement with EquipmentShare.com Inc. (Corn/Vickers)

BACKGROUND:

Initiated by: Jessica Vickers

The property is located on Monksdale Road, Roswell, Chaves County, New Mexico.

FINANCIAL CONSIDERATION

The total purchase price for the property shall be \$99,760.00. This property was independently appraised at \$99,760.00 (\$8,000 per acre, 12.47 acres).

LEGAL REVIEW:

The City Attorney has reviewed the Purchase and Sale Agreement from EquipmentShare.com Inc.

BOARD AND COMMITTEE ACTION:

This item went before the Legal Committee on 1-22-2026 and was voted 4-0 to be placed on the consent agenda.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Ordinance 26-02 Land Sale Equipmentsshare
Ordinance 26-02 Predetermination Communication (Exhibit A)
Ordinance 26-02 PSA Fully Executed 12-2-2025 (Exhibit 1)
Ordinance 26-02 Appraisal Sunset and Monksdale Land (Exhibit 2)
Ordinance 26-02 Ordinance 24-03 Amending Chapter 2 (Exhibit 3)

ORDINANCE 26-02
AN ORDINANCE FOR THE PURCHASE AND SALE OF REAL PROPERTY

WHEREAS, Seller, the City of Roswell, is the owner of a certain tract of real property which is described in more detail shown on Exhibit A attached hereto and made part hereof (the "Property") The Property shall mean net usable acres and shall not include real property burdened by permanent rights-of-way for public roads, drainage or utilities; and

WHEREAS, Buyer. EQUIPMENTSHARE.COM INC, a Texas corporation, desires to purchase the Property upon the terms, provisions and conditions hereinafter set forth, together with all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road, alley or way, whether opened to, in front of or adjacent to the Property, and together with all appurtenances, improvements, easement and/or hereditaments thereunto belonging; and

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

SECTION 1. LOCATION: The property will be comprised of the following (the "Property"): Land totaling approximately 12.47+/- acres located at South Sunset Avenue and Monksdale Road, Roswell, Chaves County, New Mexico (the "Land"), as approximately shown on Exhibits A and B of the PURCHASE AND SALE CONTRACT, Exhibit 1.

SECTION 2. PURCHASE PRICE- The total purchase price for the Property shall be NINETY-NINE THOUSAND SEVENDRED HUNDRED SIXTY NO/100 DOLLARS (\$99,760.00). The Purchase Price, subject to any prorations set forth in Section 3 of the PURCHASE AND SALE CONTRACT shall be paid to Seller at closing as hereinafter defined (the "Closing"). This property was independently appraised at \$99,760.00, Exhibit 2.

SECTION 3. PURPOSE AND INTENT This ordinance is adopted for the purpose of selling real property owned by the City of Roswell that has no municipal purpose and to create new jobs and place this property back on the tax rolls with a beneficial use to the community. This has been determined in accordance with Ordinance 24-03, Exhibit 3.

SECTION 4 TERMS: This property is sold in Fee Simple. All other conditions are as provided in Exhibit 1, Purchase and Sale Contract.

SECTION 5. REPEALER: All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 6. SEVERANCE: If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION 7. EFFECTIVE DATE: This ordinance shall be effective Forty-Five (45) days after its adoption, unless a referendum election is held pursuant to NMSA 1978 Section 3-54-1 (E). A petition calling for a referendum election on the sale of this real property must be filed no later than

thirty (30) days after the adoption of the ordinance and must comply with the requirements of NMSA 1978 Section 3-54-1 (E). In the event that a referendum election is held, the effective date shall be as prescribed by statute.

PASSED, ADOPTED, SIGNED, and APPROVED 12th day of February, 2026.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST

Amalia Martinez, City Clerk



Office of the Mayor

9/8/2025

PREDETERMINATION COMMUNICATION

From:

Timothy Z. Jennings, Mayor Chad Cole, City Manager

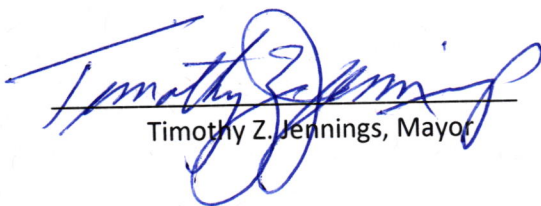
RE: Sale of 12.47+/- acres of land, Monksdale Rd. Roswell,
NM 88203

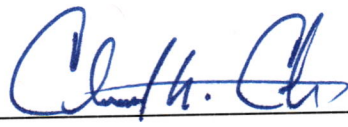
Esteemed Members of the Legal Committee & City Council,



This communication is sent to you pursuant Ordinance 24-03, and New Mexico Statutes Chapter 3 - Municipalities Article 54 - Sale or Lease of Property Section 3-54-1 Authority to sell or lease municipal utility facilities or real property; notice; referendum.

The Mayor and City Manager determined and concur that the land subject to sale regarding 12.47+/- acres of land off of Monksdale Rd. Roswell, NM 88203, that has an appraised value of \$8,000 per acre and was appraised 2/28/2025. The amount to the City is \$99,760.00. The site has no existing or future municipal purpose. We believe that sale of such land is in the interest of the City financially and economically, and will lead to better use than the currently vacant plot. Please feel free to contact either of us with any questions.


Timothy Z. Jennings, Mayor


Chad Cole, City Manager

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into by and between **CITY of ROSWELL**, a municipal corporation (“**Seller**”), and **EQUIPMENTSHARE.COM INC**, a Texas Corporation (“**Buyer**”), and is effective on the date (“**Effective Date**”) executed by the last of Buyer and Seller, determined by the date in Buyer’s and Seller’s signature block, each sometimes referred to in this Agreement separately as a “**Party**” and collectively as the “**Parties**.”

RECITALS:

- A. Seller is the owner of a certain parcel of land on Monksdale Road, Roswell, NM 88203, (Parcel ID: 4135065145250000000) (“**Parent Parcel**”).
- B. Seller is the owner of the tangible personal property listed on Exhibit C which is generally used or located upon the Real Estate (the “**Personal Property**”).
- C. Seller desires to sell and Buyer desires to purchase the Personal Property and a portion of the Parent Parcel, consisting of approximately 12.47 +/- acres of land, as depicted on Exhibit A and more particularly described on Exhibit B, attached hereto and incorporated herein, together with the building and all other improvements, if any located thereon hereinafter collectively referred to as the “**Real Estate**”), subject to the terms and conditions of this Agreement.

For and in consideration of the premises set forth above and the mutual covenants and agreements hereinafter contained, which the Parties agree to keep and perform, the Seller agrees to sell and Buyer agrees to acquire the Real Estate and Personal Property subject to and in accordance with the following terms, provisions and conditions:

- 1. **RECITALS.** The Recitals are true and correct in all respects and are incorporated in this Agreement.
- 2. **AGREEMENT TO PURCHASE AND SELL.** Seller hereby agrees to sell, and Buyer hereby agrees to purchase, subject to the terms and conditions of this Agreement, fee simple title in and to the Real Estate, together with the building and all other improvements, structures, fixtures, easements, rights-of-way and other rights, privileges and benefits, including Seller’s interest in any development rights appurtenant thereto, and to any alleys adjacent thereto, and any land lying in the bed of any street, road, avenue, open or proposed, public or private, in front of or adjoining the said land or any portion thereof, to the center line thereof, as well as the Personal Property, (the Real Estate and the Personal Property, collectively, the “**Property**”). The Seller agrees that the transfer of the Property at Closing will also include a transfer to Buyer of all of Seller’s rights and interest in the following:

- (a). All fixtures located within the buildings or other improvements on the Real Estate if any;
- (b). Any transferrable permits, licenses, approvals and authorizations issued by any governmental entity, if any, in connection with the Real Estate;
- (c). All warranties and guaranties relating to the buildings and other improvements on the Real Estate, if any; and
- (d). Any blueprints, drawings, floor plans, specifications associated with the improvements, structures, and fixtures on the Real Estate in Seller's possession.

3. **PURCHASE PRICE AND PAYMENT.** The purchase price for the Property (the "**Purchase Price**") shall be the sum of Ninety-Nine Thousand Seven Hundred Sixty Dollars (\$99,760.00). Subject to the terms and conditions of this Agreement, the Purchase Price shall be paid as provided below.

3.1 **Earnest Money Deposit.** Within three (3) business days after the Effective Date, Buyer shall deposit with Fidelity National Title Insurance Company (Phoenix, AZ – Attn: Kelli Vos) (the "**Escrow Agent**" and sometimes also referred to as the "**Title Company**") Twenty-Five, Thousand and No/100 Dollars (\$25,000.00) (the "**Earnest Money**"). Upon the Closing Date, the Earnest Money shall be applied against the Purchase Price, or, if the transaction contemplated hereby is not consummated, delivered to Seller or Buyer as provided herein. In the event that there shall be any action or legal proceeding and the Title Company is or may be a party, the Title Company shall be entitled, at any time, in its sole discretion, to pay the Earnest Money, or any portion thereof, into the appropriate state or federal court having jurisdiction in the county in which the Real Estate is located and, upon doing so, shall be relieved of any further responsibility or liability as to the Earnest Money.

3.2 **Independent Contract Consideration.** Buyer and Seller hereby acknowledge that One Hundred Dollars (\$100.00) of the Earnest Money deposit constitutes independent contract consideration (the "**Independent Contract Consideration**") for this Agreement, which sum shall be paid to Seller upon any termination of this Agreement (except arising from a default by Seller hereunder) and shall be non-refundable to Buyer, but which shall be applied against the Purchase Price at Closing.

3.3 **Payment.** On the Closing Date, Buyer shall deposit or cause to be deposited with the Escrow Agent sums sufficient to pay the Purchase Price, less the Earnest Money, and all other amounts necessary to satisfy Buyer's obligations with respect to closing the transactions contemplated herein. Subject to the closing conditions described in Section 9 below, Buyer shall cause the Escrow Agent to pay to Seller the remaining balance of the Purchase Price after adjustment for the prorations and credits set forth in this Agreement, by federal wire transfer in immediately available funds to such bank account(s) as Seller may designate.

4. **BUYER DUE DILIGENCE.**

4.1 Inspection Period. Commencing on the Effective Date, Buyer, its agents, employees and contractors, shall be entitled to enter upon the Property to perform inspections, evaluations, and tests of the Property, including, without limitation, surveys, test borings, environmental and geotechnical studies, examination and tests of any structural and mechanical systems and studies, zoning analysis, and of any and all other matters that Buyer desires to consider at Buyer's sole cost and expense (the "**Inspection Period**"). The Inspection Period shall expire on the ninetieth (90th) day after the later of the Sub-Parcel Completion Date (defined hereafter) and Ordinance Process Completion Date (as the same may be extended pursuant to Section 4.4 or 4.5 hereof. If the Inspection Period includes a federal holiday, said holiday shall not be counted toward the calculation of the date of expiration of the Inspection Period defined herein. Additionally, if the Inspection Period expiration date falls on a non-business day (a Saturday, Sunday or recognized federal holiday) then the expiration date shall extend forward to the next business day. Buyer will exercise reasonable efforts to cause all inspections to be conducted with as little disruption to the Seller's operation of the Property as is reasonably possible. Furthermore, Buyer agrees to indemnify and defend Seller against any damage to person or property directly resulting from Buyer's access to the Property prior to the Closing Date. If this Agreement is not terminated pursuant to Section 4, then such right of Buyer, its agents, employees, and contractors to enter upon the Property and to perform inspections and tests shall continue through the Closing Date.

4.2 Due Diligence Deliveries.

4.2.1 Environmental Reports. On the Effective Date, Seller shall provide Buyer with true and accurate copies of all environmental studies, assessments, findings associated with the Property, any known developments, all known and unmarked utilities, infrastructure, historical features, preserves, conservation reserve programs, and reservations associated with the Property to the extent the same are in Seller's possession or control or reasonably obtainable by Seller without cost or expense (collectively, the "**Environmental Reports**").

4.2.2 Contracts, Title Matters and Property Information. On the Effective Date, Seller shall provide Buyer with (i) copies of all service, equipment, supply, maintenance and other contracts in connection with the Property, including all of those listed in Exhibit D (the "**Contracts**"), (ii) to the extent in Seller's possession or control, all surveys, prior title insurance policies, plats, plans, reports, covenants, and conditions, and (iii) to the extent in Seller's possession or control or reasonably obtainable by Seller without cost or expense, all other materials regarding the Property as listed in Exhibit E attached hereto and made a part hereof (items listed in Subsection (ii) and (iii) hereunder referred to as "**Property Information**").

4.2.3 Septic and Well Systems. In the event there are any septic or well systems on the Property, Seller shall have (i) any septic system pumped and inspected, and (ii) any well system inspected, with a capacity investigation. Seller agrees to provide copies of the foregoing inspection report(s) for the system(s) to Buyer on or before that date which is five (5) days prior to the expiration of the initial Inspection Period. The Parties agree that Buyer may, in Buyer's sole discretion, give written notice to Seller prior to the expiration of the Inspection Period that the

remedial actions recommended or required for such system(s) be completed by Seller at Seller's expense as a condition to Closing.

4.3 Approvals. Seller and Buyer acknowledge and agree that the Property may require site plan, platting, lot consolidation, zoning, environmental, permits and any other approvals or actions with respect to the Intended Use (defined below) which are required from the proper utility provider and governmental or quasi-governmental authorities having jurisdiction over the Property with respect to the entitlement, design, development, construction, operation, and use of the improvements thereon, whether existing or proposed (collectively, the "**Approvals**"), and Buyer's analysis of the required Approvals shall be considered part of Buyer's due diligence investigation pursuant to this Section 4. From the Effective Date through the Closing Date, Seller covenants and agrees to reasonably cooperate with Buyer in good faith as may be necessary in connection with Buyer's pursuit of any Approval(s). As used herein, the term "**Intended Use**" shall mean the Buyer's intended use of the Property for storage (including outdoor storage), retail sales, commercial rental, and repair and maintenance of construction equipment, and general office and other business purposes incidental thereto, and for all related lawful purposes

4.4 Environmental Assessment. Buyer shall have the right, at Buyer's sole expense, to obtain a phase I environmental site assessment ("**Phase I**"). If as a result of the Phase I, Buyer or its representatives reasonably believe that a material environmental condition described in the Phase I warrants a phase II environmental site assessment ("**Phase II**"), Buyer shall have the right to proceed with the Phase II investigation, and the Inspection Period shall be extended for a period of thirty (30) days. The cost of the Phase II investigation shall be paid for by Seller.

4.5 Extension of Inspection Period. In addition to the Buyer's ability to extend for the completion of a Phase II investigation, Buyer shall have the option to extend, in its sole discretion, the Inspection Period for thirty (30) days upon written notice delivered to Seller or Seller's Broker and Escrow Agent, at any time on or before the expiration date of the then current Inspection Period.

4.6 Termination Option. If Buyer does not desire, in its sole discretion, to proceed with the purchase of the Property, Buyer shall so notify Seller or Seller's Broker (if any) and Escrow Agent, in writing, on or prior to the conclusion of the Inspection Period, and this Agreement shall terminate and be of no further force or effect, and Buyer shall receive a refund of the Earnest Money (less the Independent Contract Consideration) and the Parties shall be relieved of any and all liability under this Agreement, except such liability under this Agreement expressly stated herein to survive such termination.

5. TITLE AND SURVEY.

5.1 Title. Seller acknowledges that Buyer's inspection of the Property shall include review of the title to the Property. Within ten (10) business days of the Effective Date, Buyer shall

order, at Seller's sole expense, a title commitment (the "**Title Commitment**") for an owner's policy of title insurance (the "**Binder**") from the Title Company, pursuant to which the Title Company shall agree upon the Closing Date to insure good, marketable and indefeasible fee simple title to the Property in the name of Buyer for the full amount of the Purchase Price. The Binder shall provide for the issuance of a final title insurance policy (the "**Title Policy**"), free and clear of all liens, easements, licenses, restrictions, leases, tenancies, mineral leases, reservations or severances, covenants, limitations, and exceptions, except for the applicable Permitted Exceptions. The term "**Permitted Exceptions**" shall mean (a) all matters set forth in the Title Commitment or the Survey (as defined below) which are not timely objected to by Buyer as provided in Section 5.3 or Section 5.4 below, and (b) any matters which Buyer timely objects to pursuant to Section 5.3 or Section 5.4 but are thereafter waived by Buyer.

5.2 Survey. On the Effective Date, Seller shall deliver any survey in Seller's possession (or reasonably obtainable by Seller without cost or expense) to Buyer in accordance with Seller's obligation to deliver the Property Information set forth above. Within ten (10) business days of the Effective Date, Buyer, at Buyer's sole expense, may order an updated survey of the Property conforming to the Minimum Standard Detail Requirements for an ALTA/ACSM survey (the "**Survey**").

5.3 Title and Survey Objections. No less than five (5) days prior to the end of the Inspection Period, as may be extended hereunder, (herein the "**Title and Survey Review Period**"), Buyer may object in writing to any liens, encumbrances, and other matters reflected by the Title Commitment or Survey. All such matters to which Buyer so objects will be "**Non-Permitted Exceptions**"; if no such objection notice is given during the Title and Survey Review Period, except as otherwise provided below, all matters reflected by the Survey and Title Commitment will be "**Permitted Exceptions**." Seller may, but will not be obligated to, at its sole cost and expense, cure, remove or insure around all Non-Permitted Exceptions and give Buyer written notice thereof within five (5) days after receipt of Buyer's title objection letter; provided, however, Seller, at its sole cost and expense, will be obligated to cure, remove or insure around by Closing all mortgages, deeds of trust, judgment liens, mechanic's and materialmen's liens, and other liens and encumbrances against the Property (other than liens for taxes and assessments that are not delinquent) that secure indebtedness and can be removed by payment of a liquidated sum of money (collectively, "**Mandatory Cure Items**"), regardless of whether Buyer objects thereto during the Title and Survey Review Period, and all such matters will be deemed Non-Permitted Exceptions. If Seller agrees to cure the Non-Permitted Exceptions and, thereafter, Seller does not timely cause all of the Non-Permitted Exceptions which Seller agreed to cure to be removed, cured or otherwise omitted from Buyer's Title Commitment and timely deliver written notice thereof to Buyer, Buyer may, either (a) terminate this Agreement and recover the Earnest Money (less the Independent Contract Consideration) by providing written notice of termination to Seller, and Seller shall reimburse Buyer for its actual, documented, out-of-pocket expenses incurred in relation to the acquisition of the Property not to exceed Fifteen Thousand Dollars (\$15,000.00) and, thereafter, neither Buyer nor Seller shall have any obligations under this Agreement except those that expressly survive the

Closing or termination of this Agreement, or (b) elect to purchase the Property subject to the Non-Permitted Exceptions (other than liens that Seller is obligated to cure, remove or insure around), in which event the Non-Permitted Exceptions (other than the Mandatory Cure Items) subject to which Buyer elects to purchase the Property shall thereafter be Permitted Exceptions, and the cost to cure, remove or insure around Mandatory Cure Items shall either be paid by Seller out of the Purchase Price, or paid by Buyer and credited towards the Purchase Price.

5.4 New Title Matters. If, after the expiration of the Title and Survey Review Period and prior to Closing, the Title Company issues a supplement or amendment to the Title Commitment which includes new title exceptions (each a **"Title Update"**), Buyer shall have five (5) days after it receives such Title Update together with any new documents or instruments described therein that were not previously referenced in the Title Commitment and/or the Survey (**"Additional Title Documents"**) to (i) review such Title Update and such Additional Title Documents, and (ii) provide Seller written notice of Buyer's objections thereto as provided below. Buyer shall only have the right to object to a new matter revealed or described in such Title Update and/or such Additional Title Documents, as the case may be, to the extent a new matter described therein (i) was not of record as of the effective date/time of the Title Commitment, and (ii) affects the value and/or use of the Property as determined in Buyer's sole discretion (**"Permitted Supplemental Title Objections"**). Notwithstanding the foregoing, in no event shall a new title exception that is recorded against the Property as a result of activities conducted on the Property by or on behalf of Buyer be considered a Permitted Supplemental Title Objection. Prior to 5:00 p.m. (CST) on the last day of such five (5) day period, Buyer shall provide Seller written notice of any Permitted Supplemental Title Objections to which it objects (**"Objectionable New Title Matters"**). Provided Seller receives timely written notice of the Objectionable New Title Matters, (i) Buyer and Seller shall work together in good faith to address the Objectionable New Title Matters for a period of ten (10) days (the **"Title Objection Workout Period"**) after Seller's receipt of such notice, and (ii) to the extent any such Objectionable New Title Matters are not resolved within the Title Objection Workout Period despite the good faith efforts of each of the Parties, and provided such matters were not the result of Buyer's actions, Buyer may elect to terminate this Agreement by providing Seller written notice of termination prior to 5:00 p.m. (CST) on the last day of the Title Objection Workout Period. In the event Buyer terminates this Agreement as provided in this Section, Buyer shall be entitled to receive a full refund of the Earnest Money (less the Independent Contract Consideration) within five (5) business days of written receipt by the Escrow Agent of a copy of such notice of termination along with a written request from Buyer for the Earnest Money (with a copy going to Seller) and Seller shall reimburse Buyer for its actual, documented, out-of-pocket expenses incurred in relation to the acquisition of the Property not to exceed Fifteen Thousand Dollars (\$15,000.00), neither Party shall have any further obligations under this Agreement other than the obligations which are expressly stated to survive the termination of this Agreement. Any new matters revealed or described in such Title Update and/or such Additional Title Documents that either (i) are not Permitted Supplemental Title Objections, or (ii) are not included in a notice of Objectionable New Title Matters received by Seller in a timely manner, shall be deemed approved by Buyer and shall be deemed Permitted Exception. Notwithstanding anything to the contrary contained in this Section,

except with regard to the Title Objection Workout Period, the Closing Date shall not be extended as a result of Buyer's receipt of any Title Update and/or Additional Title Documents.

5.5 Sub-Parcel of Property. Seller shall, at Seller's sole cost and expense, obtain approval from the Chaves County of the final plat of subdivision according to the proposed depicted boundary as outlined in Lot 1 on Exhibit "A", with satisfaction of applicable requirements of all governmental entities having jurisdiction and recordation of the final plat of the Subdivision in the property records of the county in which the Property is located (the "**Sub-Parcel Completion Date**") on or before the date which is ninety (90) days after the Effective Date. Upon receipt of the recorded subdivision plat, Seller shall provide written notification to Buyer of its completion of the required subdivision process along with copies of all recorded documents. Buyer may terminate this Agreement if Seller has not satisfied this contingency within ninety (90) days following the Effective Date.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Seller's Representations and Warranties. The following covenants, representations and warranties of Seller shall, in all material respects, be true and correct when made and also be true and correct on and as of the Closing Date with the same force and effect as though made and repeated as of the Closing Date. Seller covenants, represents, and warrants to Buyer, with the knowledge that Buyer is relying upon such covenants, representations, and warranties as inducement to enter into and execute this Agreement as follows:

6.1.1 Authority. Seller is a municipal corporation formed pursuant to the requirements of Section 3-2-4 NMSA (1978) and is following the procedures set forth in Section 3-54-1 NMSA (1978) giving it the authority to sell the Property. Seller has the right to execute this Agreement and to sell the Property without obtaining the consent, approval, release, or signature of any other party. The signatories hereto on behalf of Seller have been duly authorized to execute and deliver this Agreement. Following passage of the sale Ordinance and forty-five (45) day waiting period, Seller has full power to consummate the transaction described in this Agreement. Following passage of the sale Ordinance and forty-five (45) day waiting period ("**Ordinance Process Completion Date**"), the execution and delivery of this Agreement by Seller and the consummation by Seller of the transaction described herein will instantly have full legal effect and will be validly authorized by all necessary action and the observance of all required formalities on the part of Seller such that this Agreement constitutes a valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms.

6.1.2 No Claims of Others. Seller has not entered into any contract, agreement or option, other than this Agreement, granting to any party the option or right of any kind either at law or in equity capable of becoming an agreement to purchase the Property that remains in effect. No person or other entity now has or will have at the Closing any lease, license, occupancy agreement, purchase option and/or other right of any kind either at law or in equity capable of becoming an

agreement to otherwise affect title to the Property and no party has or will have any right of adverse possession regarding the Property. The execution and delivery of this Agreement, and the transactions contemplated herein do not require any third-party consent.

6.1.3 No Litigation. There is not, nor shall there be as of the Closing Date, any litigation filed or pending brought by a third party or parties against Seller seeking to restrain or prevent the transaction contemplated hereby or to obtain damages in connection with the transaction. There is no action, suit, arbitration, unsatisfied order or judgment, lis pendens, government investigation or proceeding (including, without limitation, condemnation or eminent domain proceedings) pending or, to Seller's knowledge, threatened against Seller or the Property. There are no property tax appeals pending with respect to the Property. Seller has not been the subject of any filing of a petition under the Federal Bankruptcy Law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors.

6.1.4 No Condemnation. There are no pending or, to Seller's knowledge, threatened condemnation, eminent domain, or similar proceedings with respect to all or any portion of the Property.

6.1.5 Environmental Matters. No Hazardous Substances (as defined below) have been generated, stored, released, discharged, or disposed of, from or on the Property in violation of any Environmental Law (as defined below). "**Hazardous Substances**" shall mean any and all pollutants, contaminants, toxic or hazardous wastes or any other substances that pose a hazard to health or safety, the removal of which is required by, or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is, prohibited or penalized under any Environmental Law. "**Environmental Law**" shall mean any law, ordinance, rule, regulation or order relating to pollution or substances or materials which are considered to be hazardous or toxic, including, without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Clean Water Act, the Toxic Substances Control Act, the Emergency Planning and Community Right to Know Act, and any state and local environmental law. Seller shall indemnify, defend, and hold harmless Buyer, its principals, officers, directors, agents, and employees, from and against all claims, expense, damage, loss, or liability arising out of or relating to the existence at, on or below the Property of any Hazardous Substances to the extent furnished or delivered to the Property prior to Closing. Seller further represents and warrants that it has not and to the best of its knowledge no other entity or person has, at any time installed, used or removed any storage tank or well on or in connection with the Property and there are not now and will not be on the Closing Date any storage tank or well on, in or near the Property.

6.1.6 No Conflict. Neither the execution and delivery of this Agreement nor the consummation by Seller of the transaction contemplated hereby will (i) conflict with or result in a breach of or default under any of the terms, conditions or provisions of any note, bond, mortgage,

indenture, license, agreement or other instrument or obligation to which Seller is a party or (ii) violate any order, injunction, decree, statute, rule or regulation applicable to Seller.

6.1.7 No Violations. Seller has not received any written notice from any municipal, county, state, or other governmental authority of any violation of any statutes, codes, ordinances, rules, or regulations with respect to the Property including, without limitation, any laws, zoning ordinances or building rules or regulations affecting and currently outstanding against the Property. To Seller's knowledge, (i) the Property is not subject to any easements, covenants, conditions, restrictions, agreements, liens or encumbrances not of record; (ii) Seller is not in default of any easements, covenants, conditions, restrictions, agreements, liens or encumbrances; and (iii) Buyer's Intended Use would not be adversely impacted by or prohibited by any easement, covenant, condition, restriction, agreement, lien or encumbrance that will continue to encumber the Property after Closing. Neither the execution and delivery of this Agreement nor the consummation by Seller of the transaction contemplated hereby will violate any order, injunction, decree, statute, rule, or regulation applicable to Seller or any of the Property.

6.1.8 Land Use Regulation. To Seller's knowledge, there are no zoning or other land use regulation proceedings, either instituted or planned to be instituted, which could detrimentally affect the use or operation of the Property for its Intended Use or the value of the Property, nor has Seller received notice of any special assessment proceedings affecting the Property.

6.1.9 PATRIOT Act. Neither Seller nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury ("OFAC") (including those named on the OFAC's Specially Designated and Blocked Persons List (the "List")) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism (the "Order")), or other governmental action.

6.1.10 Bankruptcy. Seller has not (a) commenced a voluntary case with respect to it or its assets, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, (b) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator, or similar official in any federal, state, or foreign judicial or non-judicial proceeding, to hold, administer and/or liquidate all or substantially all of its assets, or (c) made a general assignment for the benefit of creditors.

6.1.11 Flood Zone. The Property is not located in a flood zone pursuant to the Federal Flood Disaster Protection Act which would require special insurance, and that the Seller has

not received any notices from any insurance companies that would adversely affect the insurability of the Property.

6.1.12 Documents. The documents, information and materials furnished by Seller to Buyer pursuant to this Agreement shall be true, correct, and complete in all material respects, and such documents, information and materials shall not have been supplemented, amended, or modified in any manner whatsoever, other than as indicated on such documents, information, and materials.

6.1.13 Easements and Rights-of-Way. No easements or rights-of-way are required across the property of any adjoining landowner or Seller for the ownership, use or occupancy of the Property or any portion thereof, or for ingress to or egress from the Property or any portion thereof, except for easements or rights-of-way which are recorded.

6.1.14 Limitations on Development. Seller has received no notice, and is not otherwise aware, of any prohibition, restriction, or limitation on the development of the Property set forth in any agreement, covenant, or other written instrument affecting the Property which is not recorded.

6.1.15 Default Under Contracts. (a) Seller is not in default under any of the Contracts and hereby agrees to correct any defaults that are not contested arising prior to the Closing Date, and (b) no contractor is in default under any Contract and no contractor has asserted, nor are there, any defenses on the part of such contractor which would exist after the Closing Date based upon any defaults by Seller under a Contract. Seller has delivered to Buyer copies of all of the Contracts currently in effect with respect to the Property entered into by or on behalf of Seller, as listed on the List of Contracts attached hereto and incorporated herein as Exhibit D.

6.1.16 Governmental Approvals. Seller holds such certificates of occupancy, licenses, approvals, and other certificates, permits, franchises and rights, from all governmental authorities having jurisdiction, which are necessary for the operation, use and occupancy of the Property, all of which are validly issued, extant, subject to no successful contest or appeal, and in full force and effect.

6.1.17. Insurance Reports. No notice has been given by any insurance company which has issued a policy with respect to any portion of the Property or by any Board of Fire Underwriters (or other body exercising similar functions) claiming any defects or deficiencies or requesting the performance of any repairs, replacements, alterations, or other work.

6.1.18 Insurance Coverage. (i) Seller carries fire and extended coverage insurance on the Property in adequate amounts to replace the improvements on the Property (without deducting for depreciation), and such insurance is in full force and effect, and (ii) between the date hereof and the Closing Date, Seller will continue to maintain such insurance in full force and effect.

6.1.19 Correctness of Representations and Warranties. No representation, warranty or covenant by Seller in this Agreement, or any statement, certificate, or schedule made, furnished, or to be furnished to Buyer pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained therein not misleading.

6.1.20 Survival. The representations and warranties made by Seller in this Section 6.1 shall survive the Closing.

6.2 Seller's Covenants.

6.2.1 Maintenance of Property. Between the Effective Date and the Closing Date, the Property will be operated and managed by or on behalf of Seller in a commercially reasonable manner substantially consistent with the way the Property is presently being operated and managed, and Seller shall not delay or defer any repair, replacement, or maintenance issues. Until Closing, Seller shall also promptly pay all obligations incurred by it in connection with the Property.

6.2.2 Contracts.

6.2.2.1 New Contracts. Between the Effective Date and the Closing Date, Seller will not, without the prior written consent of Buyer, which consent may be withheld in Buyer's sole discretion: (a) execute any new contract affecting the Property, or any part thereof; or (b) materially amend any of the existing Contracts listed on Exhibit D if such new Contract or amendment will be binding on Buyer following Closing (referred to individually as a "New Contract"). Seller shall terminate, effective not later than the Closing Date, each New Contract entered into without written consent of Buyer or for which Buyer's consent was conditioned upon such termination.

6.2.2.2 Cancellation of Existing Contracts, including but not limited to Property Management Agreement. Seller will terminate as of the Closing Date the existing Contracts listed on Exhibit D, including but not limited to Seller's current property management agreement, if any, with respect to the Property.

6.2.3 Notices. Seller shall furnish to Buyer copies of any and all notices which it receives from any party, any governmental agency or any insurer with respect to the Property or any portion thereof within two (2) business days after Seller's receipt thereof.

6.2.4 No Changes to Property. There will not be, prior to the Closing Date, any change made, caused to be made, by Seller or the agents or employees of Seller, to the condition of the Property; provided, however, Seller shall remove any and all of its tangible personal property from the Property that is not included in the Personal Property.

6.2.5 Negative Covenants. From the Effective Date until the Closing Date, Seller shall not take any of the following actions: (a) make or permit to be made any material alterations to or upon the Property; (b) grant any liens or encumbrances upon the Property that will not be discharged upon the Closing; or (c) remove or permit the removal from the Property of any fixtures except as otherwise provided in this Agreement or approved by Buyer.

6.2.6 Listings and Other Offers. Seller will not list the Property with any broker or otherwise solicit or make or accept any offers to sell the Property, engage in any discussions or negotiations with any third party with respect to the sale or other disposition of the Property, or enter into any contracts or agreements (whether binding or not) regarding any disposition of the Property.

6.3 Buyer's Representations and Warranties. The following covenants, representations and warranties of Buyer shall, in all material respects, be true and correct when made and also be true and correct on and as of the Closing Date with the same force and effect as though made and repeated as of the Closing Date. Buyer covenants, represents, and warrants to Seller, with the knowledge that Seller is relying upon such covenants, representations, and warranties as inducement to enter into and execute this Agreement as follows:

6.3.1 Authority. Buyer is a duly formed and operating Texas corporation and is qualified to do business in the state where the Property is located. Buyer has the right to execute this Agreement and to purchase the Property without obtaining the consent, approval, release, or signature of any other party. The signatories hereto on behalf of Buyer have been duly authorized to execute and deliver this Agreement and to bind Buyer hereto. Buyer has full power to consummate the transaction described in this Agreement, the execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transaction described herein has been duly and validly authorized by all necessary action and the observance of all required formalities on the part of Buyer such that this Agreement constitutes a valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

6.3.2 No Conflict. Neither the execution and delivery of this Agreement nor the consummation by Buyer of the transaction contemplated hereby will (i) conflict with or result in a breach of or default under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which Buyer is a party, or (ii) violate any order, injunction, decree, statute, rule or regulation applicable to Buyer.

6.3.3 PATRIOT Act. Neither Buyer nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on the List) or under any statute, executive order (including the Order), or other governmental action.

7. **AS IS PURCHASE.** EXCEPT FOR SUCH REPRESENTATIONS AND WARRANTIES AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY OF THE DOCUMENTS DESCRIBED IN SECTION 8 HEREOF, BUYER IS ACQUIRING THE PROPERTY IN ITS “AS IS” CONDITION, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, ALL OF WHICH ARE HEREBY WAIVED AND DISCLAIMED BY BUYER.

8. **THE CLOSING.**

8.1 **Date of Closing.** The date of the closing contemplated by this Agreement (the “**Closing**”) shall be by agreement of the Parties and shall occur no later than fifteen (15) days after the waiver or expiration of the Inspection Period (as may be extended) (the “**Closing Date**”).

8.2 **Closing Deliveries.** On the Closing Date, Seller shall execute and deliver to the Title Company (as required), and Buyer shall execute and deliver to the Title Company (as required) the following:

8.2.1 Buyer shall deliver to the Title Company the Purchase Price, less the Earnest Money, if any, and any other adjustments described herein by wire transfer of readily available funds.

8.2.2 Seller shall execute and deliver to the Title Company a general warranty deed (the “**Warranty Deed**”), in recordable form, duly executed by Seller, conveying to Buyer fee simple title to the Real Estate, subject only to the Permitted Exceptions and a bill of sale and assignment conveying the Personal Property and other rights associated with the Property (the “**Bill of Sale and Assignment**”) substantially in the form attached hereto as Exhibit F.

8.2.3 Seller shall deliver to the Title Company such evidence of Seller’s authority to enter into this transaction which is reasonably required by the Title Company. Buyer shall deliver to the Title Company such evidence of Buyer’s authority to enter into this transaction which is reasonably required by the Title Company.

8.2.4 Seller shall execute and deliver an affidavit and/or gap indemnity as is customary for the Title Company to remove its standard printed exceptions relating to, among other things, “gap” indemnities, construction liens and rights of parties in possession to permit the Title Company to date the Title Policy no earlier than the date and time of recordation of the Warranty Deed.

8.2.5 Seller shall deliver to the Title Company an affidavit stating that Seller is not a “Foreign Person” within the meaning of the Internal Revenue Code.

8.2.6 If applicable, any real property transfer declarations required by the jurisdiction(s) in which the Property is located.

8.2.7 Seller shall deliver to the Buyer keys to all locks and the combination to any safe located on the Property.

8.2.8 Seller and Buyer shall execute and deliver to the Title Company a closing statement prepared by the Title Company showing debits and credits to the Purchase Price in accordance with the terms of this Agreement, with prorations calculated as of the Closing Date.

8.2.9 Seller shall deliver all appropriate original instruments of transfer or assignment (including any required consent or waiver required to be executed by third parties) with respect to any Contracts, licenses, leases, etc. being transferred to Buyer hereunder in order more fully to affect any such transfer of Property hereunder as well as all appropriate terminations of Contracts, licenses, leases, etc. that Buyer does not intend to assume.

8.2.10 Seller and/or Buyer shall execute and deliver such other documents as may be required by the terms of this Agreement, or as may reasonably be necessary in order to consummate the transactions contemplated by this Agreement.

8.3 Prorations and Expenses. The following matters shall be apportioned and adjusted between Seller and Buyer as of the Closing Date.

8.3.1 Taxes. On or before the Closing Date, Seller shall pay any and all past due city, state, county, school, ad valorem real property taxes, assessments and other related charges and levies with respect to the Property and any and all interest or penalties thereon (“**Taxes**”). All Taxes assessed with respect to the Property for the year prior to the year that the Closing occurs shall be the responsibility of Seller and shall be paid from Seller proceeds at the Closing to the extent such Taxes have not yet been paid prior to the Closing. All Taxes assessed with respect to the Property for the year that the Closing occurs shall be prorated as of 11:59 p.m. local time the day preceding the Closing Date (with such apportionment based upon the most recent tax rate and assessment), and Buyer shall receive a credit against the Purchase Price for Seller’s pro rata portion of such Taxes and Buyer will pay such Taxes when due. Seller shall be responsible for and pay or cause to be paid all personal property taxes and assessments relating to the period Seller owns the Property, whether or not due and payable at the time of the Closing. Should any prorations under this Section be inaccurate based on the actual ad valorem real property tax bill, either party may demand after the Closing Date, and will receive within thirty (30) business days after written notice, a payment correcting any malapportionment favoring the other party. Installments for Taxes not due and payable at the time of the Closing, but which are the responsibility of Seller under this Section, shall be allocated to Buyer as a credit against the Purchase Price and shall reduce the cash payment required to be made by Buyer at Closing and Buyer will pay the taxes when due.

8.3.2 Special Assessments. If, at the Closing, the Property or any part thereof shall have been affected by a special assessment or assessments, which are payable in annual installments, the first installment of which is then a lien, then all the unpaid installments of any such special assessment due and payable in calendar years prior to the year in which the Closing occurs shall be paid by Seller and all installments becoming due and payable after the Closing shall be assumed and paid by Buyer, except, however, that any installments due and payable in the calendar year in which the Closing occurs shall be adjusted pro rata. However, if such a special assessment or assessments shall be due in one lump sum payment, then to the extent such special assessment(s) is for improvements in place as of the Closing Date, then such special assessment(s) shall be paid by Seller at or prior to the Closing but if such special assessment(s) is for improvements to be made after Closing, then the same shall be paid by Buyer.

8.3.3 Utility Charges. Seller shall pay all water, sewer, and utility charges, and other operating expenditures through the day before the Closing Date. If final readings have not been taken, estimated charges shall be prorated between the Parties and appropriate credits given, and post-closing adjustments shall be made when the actual billings are received.

8.3.4 Expenses.

8.3.4.1 Seller shall pay for: (i) all fees for title searches and the premium for the Title Commitment and a standard coverage Owner's Policy of Title Insurance in the amount of the Purchase Price; (ii) the expenses related to preparing title corrective instruments and the costs of recording any title corrective instruments; (iii) one-half of any escrow and closing fees charged by the Title Company; (iv) any revenue, documentary and/or transfer taxes due in connection with the transfer of the Property; (v) any other expense expressly allocated to Seller hereunder; and (vi) the expenses related to preparing the Warranty Deed, real property transfer declarations, any document needed to release the Seller Encumbrances and Seller's other conveyance documents at or prior to the Closing.

8.3.4.2 Buyer shall pay for (i) the fees and disbursements of Buyer's counsel; (ii) all due diligence costs and expenses of Buyer (except to the extent specifically allocated to Seller hereunder) including the costs of any inspecting architect, engineer, environmental consultant and other consultants; (iii) the premium for any endorsements to and/or extended coverages under the Title Commitment required by Buyer or Buyer's lender and any loan policy, UCC, bankruptcy, judgment, litigation and similar search; (iv) all costs of any financing obtained by Buyer including title charges and loan title policy premiums, recording fees and charges and taxes related thereto; (v) one-half of any escrow and closing fees charged by the Title Company; and (vi) the costs of recording the Warranty Deed and any real property transfer declarations.

8.3.5 Specific State or Local Transfer Requirements. Seller shall be responsible for complying (at its expense) with any local or state law requirements (including any required inspections) which are conditions for the conveyance of real property.

This Section 8.3 shall survive the termination of this Agreement or the Closing of this transaction and not be merged therein.

9. CONDITIONS TO CLOSING

9.1 Buyer's Conditions. In addition to the other conditions to be satisfied or waived by Buyer pursuant to this Agreement, Buyer's obligation to consummate the Closing pursuant to this Agreement is conditioned upon the satisfaction (or waiver by Buyer) of the following conditions on and as of the Closing Date. Each condition may be waived in whole or in part only by written notice of such waiver from Buyer to Seller.

9.1.1 Seller shall have performed and satisfied its obligations under this Agreement in all material respects, including, without limitation, the Closing Deliveries set forth in Section 8.2.

9.1.2 The representations and warranties of Seller shall be true and correct in all material respects as of the Closing with the same force and effect as if such representations and warranties had been made on and as of such date and Seller shall have delivered to Buyer at the Closing a certificate providing that each and every representation and warranty of Seller expressed in this Agreement shall be true, complete and accurate in all material respects as of the Closing Date.

9.1.3 The Title Company shall have committed unconditionally to issue (effective as of the date and time of the recording of the Warranty Deed) to Buyer the Title Policy insuring the Real Estate, in an aggregate amount at least equal to the Purchase Price, insuring that title to the Real Estate is marketable, free and clear of all liens, encumbrances, easements, conditions and other matters affecting title other than the Permitted Exceptions.

9.1.4 There shall not be pending or threatened as of the Closing Date any litigation or governmental proceedings of any nature affecting the Property or any portion thereof.

9.1.5 The Property shall be free and clear of all written notices of violations of governmental laws, ordinances, rules and regulations and any orders issued by any public authority having jurisdiction over the Property.

9.1.6 Seller shall have maintained and kept the Property (including the grounds thereof) in substantially the same condition as existed as of the end of the Inspection Period, normal wear, tear, obsolescence, and casualty excepted.

9.2 Seller's Conditions. Seller's obligation to consummate Closing pursuant to this Agreement is conditioned upon the satisfaction (or waiver by Seller) of the following conditions on and as of the Closing Date. Each condition may be waived in whole or in part only by written notice of such waiver from Seller to Buyer.

9.2.1 Buyer shall have performed and satisfied its obligations under this Agreement in all material respects, including, without limitation, the Closing deliveries set forth in Section 8.2.

9.2.2 The representations and warranties of Buyer shall be true and correct in all material respects as of Closing.

10. **BUYER'S POSSESSION.** Seller shall deliver possession of the Property to Buyer at the Closing, free and clear of any tenants, occupants, and personal property (to the extent not included in the Personal Property).

11. **RISK OF LOSS, CONDEMNATION, AND INSURANCE.** Until the Closing, the risks of ownership and loss of the Property shall be borne solely by Seller. If prior to the Closing the Property is damaged by fire or other casualty or is taken in whole or in part by condemnation or other exercise of the power of eminent domain, or any notice thereof is given, Seller shall promptly notify Buyer, who shall have ten (10) business days after receipt of Seller's notice within which to elect to (a) terminate this Agreement and receive a refund of the Earnest Money (less the Independent Contract Consideration), in full termination of any and all liabilities and rights of Buyer and Seller under this Agreement (except those expressly stated herein to survive such termination), or (b) proceed to Closing and receive the proceeds of any insurance or condemnation award or payment.

12. **NOTICES.** All notices, demands, designations, certificates, requests, offers, consents, approvals, appointments and other instruments given pursuant to this Agreement shall be in writing and given by any one of the following: (a) hand delivery; (b) express overnight delivery service; (c) certified or registered mail, return receipt requested; or (d) email transmission, and shall be deemed to have been delivered upon (i) receipt, if hand delivered; (ii) the next business day, if delivered by a reputable express overnight delivery service; (iii) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested; or (iv) on the date of electronic transmittal, if delivered by email transmission; provided, however, any notices of breach or default of either party under this Agreement shall only be deemed delivered if provided by means of (i), (ii) or (iii) above. Notices shall be provided to the parties and addresses (or electronic mail addresses) specified below:

To Seller:

Email Notice:

h.yntema@roswell-nm.gov

Required Notice:

City Attorney's Office
500 N. Main Street, Suite 100

Roswell, NM 88201

With a copy to:

j.vickers@roswell-nm.gov
t.verciglio@roswell-nm.gov

To Buyer: Equipmentsshare.com Inc
Attn: Caleb Cushman
1428 Chestnut St., Suite 110
Chattanooga, TN 37402
Caleb.Cushman@equipmentsshare.com

With copy to: Equipmentsshare.com Inc
Attn: Real Estate Counsel
5710 Bull Run Drive
Columbia, MO 65201
legal.general@equipmentsshare.com

To Escrow Agent: Fidelity National Title Insurance Company
Attn: Kelli Vos
1 East Washington Street, Suite 450
Phoenix, AZ 85004
Kelli.vos@fnf.com
P: (602)343-7572

or to such other address or such other person as either party may from time to time hereafter specify to the other party in a notice delivered in the manner provided above.

13. **BROKERS.** Seller and Buyer each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder in connection with this Agreement, and that no one is entitled to any commission or finder's fee in connection herewith. Seller and Buyer do each agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

14. **DEFAULT.**

14.1 **Buyer's Default.** In the event Buyer does not terminate this Agreement as permitted herein and then fails to consummate the Closing of the purchase and sale contemplated by this Agreement within the time or times specified herein, and Buyer fails to cure such default on its part within fifteen (15) days following Buyer's receipt of written notice of such default from Seller, then Seller, as full liquidated damages for such breach or default, may terminate this Agreement and receive the Earnest Money, as Seller's sole and exclusive remedy at law, in equity or under this Agreement, the Parties hereto acknowledging that it is impossible to more precisely estimate the damages to be suffered by Seller upon Buyer's failure to consummate the purchase and sale contemplated by this Agreement. Upon such termination, all obligations of the Parties hereunder shall terminate (except those that expressly survive such termination) without further liability on the part of either party to the other.

14.2 **Seller's Default.** In the event the purchase and sale contemplated by this Agreement is not consummated due to the breach hereof or default hereunder by Seller and Seller fails to cure such default on its part within fifteen (15) days following Seller's receipt of written notice of such default from Buyer, then Buyer may, as its sole and exclusive remedies, (i) waive the applicable default and continue the transactions contemplated by this Agreement; (ii) enforce specific performance of Seller's obligations; or (iii) terminate this Agreement, in which case the Earnest Money (less the Independent Contract Consideration) shall be returned to Buyer and all obligations of the Parties hereunder shall terminate (except those that survive such termination) without further liability on the part of either party to the other, and, in addition to the return of the Earnest Money to Buyer, Buyer shall receive reimbursement of its actual, documented, out-of-pocket expenses in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00), the same being deemed Buyer's damages on account thereof, the exact amount of damages to be suffered by Buyer on account of any such default being difficult if not impossible to ascertain and Buyer and Seller agreeing that such amount is a reasonable approximation of the damages to be suffered by Buyer on account thereof.

14.3 **Remedies Exclusive.** By the express agreement of the Parties, the remedies set forth in this Section 14 constitute the sole remedies at law or in equity available to the Parties, as the case may be, on account of the other party's breach of its obligations to close under this Agreement, provided, however, to the extent any terms or provisions of this Agreement are specifically intended to survive the Closing and delivery of the Warranty Deed or the termination of this Agreement, Buyer shall have all remedies with respect thereto as may be available at law or in equity. In no event, however, shall either party to this Agreement be liable for any special, indirect, or punitive damages.

15. **FURTHER ASSURANCES.** After the Closing, Seller and Buyer each agree to perform such other acts, and to execute, acknowledge and deliver, such other instruments, documents and other materials as the other may reasonably request (at no cost or liability to the performing party) and as shall be necessary in order to effect the consummation of the transactions contemplated by this Agreement or to provide further assurances of any transfer, conveyance or assignment made

pursuant to this Agreement. The provision of this Section 15 shall survive the Closing for a period of one (1) year.

16. **BINDING EFFECT.** This Agreement shall be deemed a covenant running with the title to the Real Estate and shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, personal representatives, successors, and assigns.

17. **MISCELLANEOUS.**

17.1 **Counterparts; Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Furthermore, the undersigned agree that the transmission of this Agreement via e-mail in a “.pdf” or other electronic format shall be deemed transmission of the original Agreement for all purposes. The Parties further consent and agree that this Agreement may be signed by a properly authorized individual using electronic signature technology (e.g., via DocuSign or similar electronic signature method) and transmitted by e-mail of a .pdf document and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party’s handwritten signature. An electronic signature transmitted in accordance herewith, shall be deemed in compliance with the U.S. Electronic Signatures in Global and National Commerce Act (“ESIGN”) and the Uniform Electronic Transactions Act (“UETA”).

17.2 **Applicable Law and Service of Process.** This Agreement shall be governed by, and construed with, the laws of the applicable state in which the Property is located, without giving effect to any state’s conflict of laws principles. Service of any summons and complaint or other process in any such action or proceeding may be made by registered or certified mail and directed to a party hereto at the addresses set forth herein, the Parties hereto hereby waiving personal service thereof.

17.4 **Waiver of Jury Trial.** Buyer and Seller each hereby agree not to elect a trial by jury of any issue triable by jury and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to this agreement or any claim, counterclaim or other action arising in connection therewith. This waiver of right to trial by jury is given knowingly and voluntarily by Buyer and Seller and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Seller or Buyer, as applicable, is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by Buyer or Seller, as applicable. The provisions of this Section shall survive termination of this Agreement or the Closing and conveyance of title to the Property.

17.5 **1031 Exchange.** Either party may exchange the Property in a like-kind exchange under Section 1031 of the Internal Revenue Code. Each party agrees to execute such documents in a form satisfactory to the requesting party necessary to consent to the assignment of the requesting

party's rights under this Agreement to a qualified intermediary and to acknowledge receipt of notice of such assignment, provided that the requesting party bears all expenses incurred in connection with such Section 1031 exchange, and provided that such assignment shall not release the requesting party from any obligations under this Agreement or the continued accuracy of any representations and/or warranties made under this Agreement, that the non-requesting party shall not be required nor requested to take title to any property other than the Property or negotiate or bargain for the acquisition of replacement property, that the non-requesting party shall incur no additional cost or expense in the transaction contemplated by this Agreement, or be under any other obligation with respect to the exchange; and, provided, further, that in no event shall the requesting party's exchange delay the Closing of the transaction contemplated by this Agreement without the non-requesting party's consent and, in the event the requesting party does not arrange for such exchange, the transaction contemplated by this Agreement shall nevertheless be consummated as a sale and purchase. Each requesting party shall indemnify and hold the non-requesting party harmless in all respects with regard to this Section, which indemnification shall survive the Closing. Pursuant and subject to this Section, either party may assign their interests under this Agreement as may be necessary to complete and consummate a 1031 exchange.

17.6 Entire Agreement; Amendment; Nonwaiver. This Agreement and the Exhibits to this Agreement sets forth all of the covenants, representations, warranties, agreements, conditions and undertakings between the Parties to this Agreement with respect to the subject matter of this Agreement, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent, or discharge is sought. The failure of either party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with such term, condition, or covenant.

17.7 Severability. If any one or more of the provisions hereof shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17.8 Time of Essence; Calculation of Days. Time is of the essence of each and every obligation set out in this Agreement. In the event that any date described in this Agreement for the performance of an action required hereunder by Seller and/or Buyer falls on a Saturday, Sunday or federal legal holiday, such date shall be deemed postponed until the next business day thereafter. As

used in this Agreement, the term “**business day**” means a day that is not a Saturday, Sunday, or federal legal holiday.

17.9 Assignability. Buyer shall have the right to assign this Agreement to any third party or parties and no consent on the part of Seller shall be required for such assignment, provided however, that any such assignment shall not relieve Buyer of its liabilities and obligations hereunder.

17.10 Consequence of Agreement. This Agreement does not constitute an agreement of partnership or joint venture and does not authorize the Seller to act as an agent for the Buyer for any purpose nor authorize the Buyer to act as an agent for the Seller for any purpose.

17.11 Confidentiality.

17.11.1 Buyer Confidential Information. Seller agrees to maintain as confidential the terms of this Agreement and all confidential information received by Seller in connection with this Agreement. In the event that Seller is compelled, requested or required (orally or in writing) by a regulatory authority, law, regulation, rule, judicial order, oral questions, requests for information or documents, interrogatories, subpoena, court order, deposition, administrative proceeding, inspection, audit, civil investigative demand, formal or informal investigation by any government authority or agency or other similar legal process to disclose any confidential information that it received from Buyer, Seller shall provide to Buyer, in writing, prompt notice prior to any disclosure (if legally permissible and practicable) of any such request or requirement so that Buyer may, at its own cost, intervene and seek an appropriate protective order or other remedy. For purposes of this Section, Buyer’s confidential information includes: (i) the terms and provisions of this Agreement, (ii) any and all information received by or in the possession of Seller relating to Buyer’s business which is either non-public, confidential or proprietary, or (iii) any and all analyses, compilations, data, studies or other documents prepared by or for Buyer in regard to the use of the Property.

17.11.2 Seller Confidential Information. All information, studies and reports relating to the Property obtained by Buyer, either by observations or examinations of Buyer’s agents or disclosed to Buyer or Buyer’s agents by Seller, shall remain strictly confidential, and shall not be disclosed to anyone other than Buyer, Buyer’s agents or Buyer’s prospective investors or lenders directly involved in the purchase of the Property and shall be used by Buyer solely to evaluate the purchase of the Property or to arrange financing in connection with the purchase or improvement of the Property, except for the information that: (a) is or will be in the public domain; (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by Buyer to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section.

17.12 Exclusivity. From the date of this Agreement until the expiration of the Inspection Period or the termination of this Agreement, Seller will not directly or indirectly solicit, initiate, or encourage the submission of any proposal or offer from any third party relating to, or enter into or consummate any transaction relating to, the sale of the Property in whole or in part or any similar transaction or alternative to the contemplated transactions hereunder or participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any third party to do or seek any of the foregoing.

17.13 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

17.14 Headings. The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

17.15 Pronouns. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

17.16 Force Majeure. In the event any of the obligations of either Party shall be delayed, the affected Party shall not have any liability whatsoever to the other for such delay, to the extent that any failure to perform, or delay in performing such obligation arises out of any labor dispute, governmental preemption of property in connection with a public emergency or shortages of fuel, supplies, or labor, fire or other casualty, acts of terrorism, war or other emergency, or any other cause, whether similar or dissimilar, beyond the Party's, as the case may be, reasonable control. Notwithstanding the foregoing, if any act required of a Party hereunder be prevented by war, civil disturbance or act of God for a period which exceeds thirty (30) days, either Party may terminate this Agreement, upon which the Earnest Money (less the Independent Contract Consideration) shall be returned to the Buyer, and all obligations of the Parties hereunder shall terminate (except those that expressly survive such termination) without further liability on the part of either party to the other.

17.17 Counsel. Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement.

[INTENTIONALLY BLANK. SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale and Assignment as of the date first above written.

SELLER:

CITY of ROSWELL

By: Jessica Vickers
Name: Jessica Vickers
Its: Community Development
Director, City of Roswell

Date: 12-2-25

BUYER:

EQUIPMENTSHARE.COM INC,
a Texas corporation

By: Equipment Share - Jabbok
Name: Equipment Share - Jabbok
Its: CEO

Date: 12/2/2025

EXHIBIT A

DEPICTION OF REAL ESTATE



EXHIBIT B

LEGAL DESCRIPTION OF THE REAL ESTATE

TBD once Seller completes sub-parceling

EXHIBIT C

PERSONAL PROPERTY INCLUDED IN SALE

None.

EXHIBIT D

LIST OF CONTRACTS

None.

EXHIBIT E

PROPERTY INFORMATION

Each, but only to the extent in the Seller's possession or control or reasonably obtainable by Seller without cost or expense:

1) **Legal Item:**

- Previous Title Commitment(s) and copies of all exceptions
- Previous Title Insurance Policy(ies)

2) **Building & Site Items:**

- Previous Survey
- Floor Plans (including plans and drawings of buildings showing detailed space and layout)
- Complete set of construction drawings for all buildings
- Environmental Reports (Phase I, Phase II, etc.)
- Structural Engineering Reports
- Site Plans
- Appraisals
- Building Physical Assessment Reports

3) **Mechanical Systems:**

- Mechanical Plans and Specs (HVAC, Sprinkler, Lighting, etc.)
- Warranty information (HVAC, Roof, Windows, etc.)
- Identify Age and Description of:
 - Roof
 - Heating system
 - Air conditioning
 - Sprinkler system and design restrictions for storage of product
- Maintenance and service agreements
- Utility account and meter numbers and locations (water, electric, gas, fire monitoring telephone numbers if applicable)
- Most current Fire Sprinkler Inspection Report

4) **Operational Item:**

- Property/Building operating budgets (Actual and budgeted for 2019-Present and projected current year and actual YTD)
- Operating expenses/maintenance statements for 2019-Present
- Capital Expenditures for 2019-Present
- Income Statement—current YTD, and for 2019-Present
- Service Contracts with Vendors and current Certificates of Insurance
- Vendor contact list
- Licenses and Permits, including fire alarm
- Property tax bills/statements (real property and personal property) for 2019-Present
- Insurance Policies (both hazard and liability), together with evidence that all premiums have been paid thereunder

- Pest infestation reports/letters
- Water, sewer, telephone, electric, gas and cable bills
- Management/other contracts related to the buildings
- Any “Special Notices” received and related to the Property

EXHIBIT F

BILL OF SALE AND ASSIGNMENT

FOR VALUABLE CONSIDERATION RECEIVED as of _____, 2025 and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and pursuant to and subject to that certain Purchase and Sale Agreement entered into on _____, 2025 (the “Purchase Agreement”), by and between the **CITY of ROSWELL**, a municipal corporation (“Seller”) and **EQUIPMENTSHARE.COM INC**, a Texas corporation (“Buyer”), with respect to the real property located at (the “Property”). Seller does hereby assign, transfer, convey and deliver to Buyer the undivided right, title and interest in and to the following:

- (a). Any Personal Property, if any (as defined in the Purchase Agreement);
- (b). All of Seller’s right, title and interest in and to all fixtures, machinery, apparatus, equipment, fittings and appliances of every kind and nature whatsoever now or hereafter affixed or attached to or installed in or on any of the land or improvements, including all electrical, anti-pollution, heating, lighting (including hanging fluorescent lighting), light poles, incinerating, power, air cooling, air conditioning, humidification, sprinkling, plumbing, lifting (including any hydraulic lifts), cleaning, fire prevention, fire extinguishing and ventilating systems, devices and machinery and all engines, pipes, pumps, tanks (including exchange tanks and above-ground fuel storage tanks), signs, motors, conduits, ducts, steam circulation coils, blowers, steam lines, compressors, oil burners, boilers, doors, windows, loading platforms, lavatory facilities, stairwells, fencing (including cyclone fencing), passenger and freight elevators, overhead cranes and garage units, but excluding all USTs;
- (c). Any transferrable permits, licenses, approvals and authorizations issued by any governmental entity, if any, in connection with the Property (as defined in the Purchase Agreement);
- (d). All warranties and guaranties relating to the buildings and other improvements on the Property, if any; and
- (e). Any blueprints, drawings, floor plans, specifications associated with the improvements, structures, and fixtures on the Property in Seller’s possession.

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale and Assignment as of the date first above written.

SELLER:

CITY of ROSWELL

By: _____

Date: _____

Name: _____

Its: _____

An Appraisal Of
A Vacant Land Tract
Identified As
Tract E Amended McCarson Summary Replat

Tax Account # R041407

Located At
The Northeast Corner
Of
South Sunset Ave & Monksdale Road
In
Roswell, New Mexico

For
The City Of Roswell

By

Ed McClelland, Appraiser
General Certificate NM 171-G
701 S. Cedar Avenue
Roswell, New Mexico 88203
Office 575 - 624 - 2828
Mobile 575 - 420 - 2546
Email mcclelland@zianet.com

Ed McClelland & Co.

P.O. Box 896
Roswell, NM 88202-0896
Phone (575) 624-2828
Mobile (575) 420-2546
mcclelland@zianet.com

March 5, 2025

Mr. Todd Verciglio, Property Manager
City of Roswell
500 North Main, Suite 100
Roswell, NM 88201

RE: Sunset & Monksdale Road, Parcel R041407

Dear Mr. Verciglio:

Pursuant to your request, I have inspected and appraised the City-owned land comprising about 30.296 acres located at the northeast corner of Sunset Avenue and Monksdale Road. That site fronts Sunset for 591.19' and runs east along Monksdale for 2240 feet. It is zoned I-2 Heavy Industrial.

The subject parcel has a slight slope. There are few utilities at the property line. Electricity runs overhead along Sunset. The nearest city water line terminates at the SW corner of the firefighting academy. The closest sewer line is at Brasher Road and Union at Church on the Move. The highest and best use of the overall subject site near term is speculation. The tract is far larger than most end users would require.

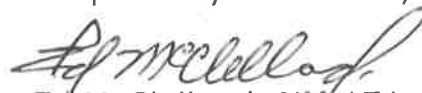
There has been some land sales activity in the subject overall neighborhood over the last few years, but none very close to this specific subject property. I provide herein a chart of commercial and industrial highest and best use land sale comparables that document the range in our market. Their approximate locations are shown on the attached maps.

Based upon my knowledge of the subject land, market, and the land sales provided herein: I estimate the "market value" of the subject site as of February 28, 2025 to be approximately \$8,000 per acre.

Total Value 30.296 Acres @ \$8,000 per Acre = \$242,368 Called \$242,000

Please do not hesitate to call on me if I can be of further service.

Respectfully submitted,



Ed McClelland, NM 171-G.

General Certified Appraiser

City Council

43 of 329

Property Manager Roswell, NM

PROPERTY IDENTIFICATION

The property under discussion for a sale is a large parcel of vacant land totaling 30.296 acres with 2,240 feet of frontage along Monksdale Road and 591.19 feet of Sunset Avenue frontage. The parcel is legally described as Tract E, Amended McCarson Summary Replat, City of Roswell, Chaves County, New Mexico 88203. It is located at the northeast corner of Monksdale Road and Sunset Avenue.

Ownership of the subject land is held by the City of Roswell. An interested party has approached the City about a purchase. The subject land has not been listed or exposed to the market.

The City of Roswell has owned the subject property for many years. It has not been publicly offered for sale at any time in recent years. The City's past purchase price for the land including subject is not known.



PURPOSE AND INTENDED USE OF THE APPRAISAL

The purpose of this appraisal is to estimate the "Market Value" of the fee simple interest in the subject vacant land.

"MARKET VALUE" is defined as:

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their best interest;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto;
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This value definition is quoted from Office of the Comptroller of the Currency Regulation (12 C.F.R. Part 34.42 (g):55 Federal Register 12202, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994), and is the commonly adopted market value definition for banks and agencies that regulate federally insured financial institutions in the United States at this time. This definition is from the Dictionary of Real Estate Appraisal, Fifth Edition, page 123, published by the Appraisal Institute in 2010. Most other definitions of market value incorporate the same general provisions.

The intended use of this appraisal is to establish market value for possible land sale purposes. The effective date of this value estimate was February 28, 2025. Intended users of the appraisal are City of Roswell government officials.

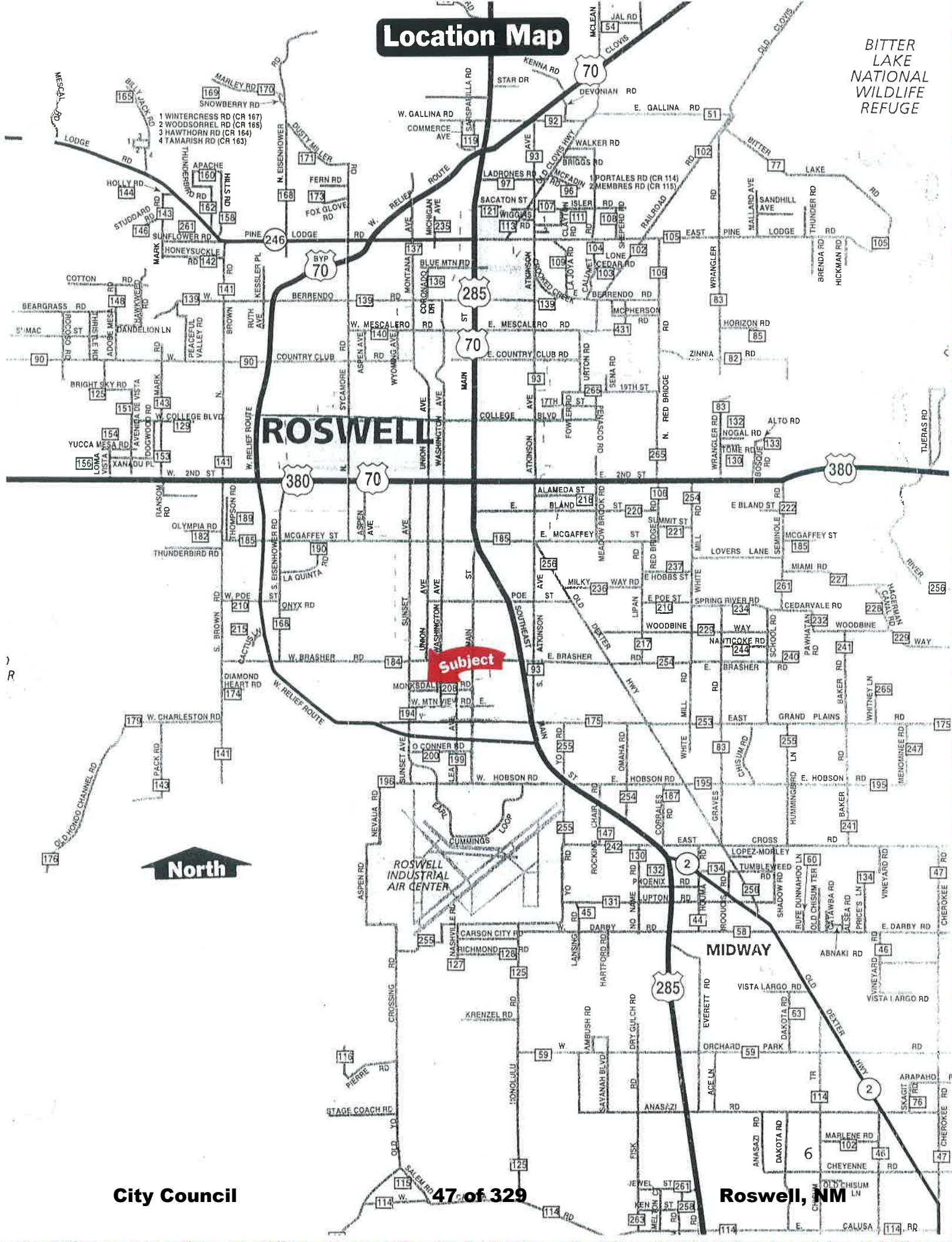
SCOPE OF THE APPRAISAL

This appraisal involved multiple inspections of the subject land tract and development of a market value estimate for the property using the direct sales comparison approach to value. The subject land size used is that which shows on the official plat.

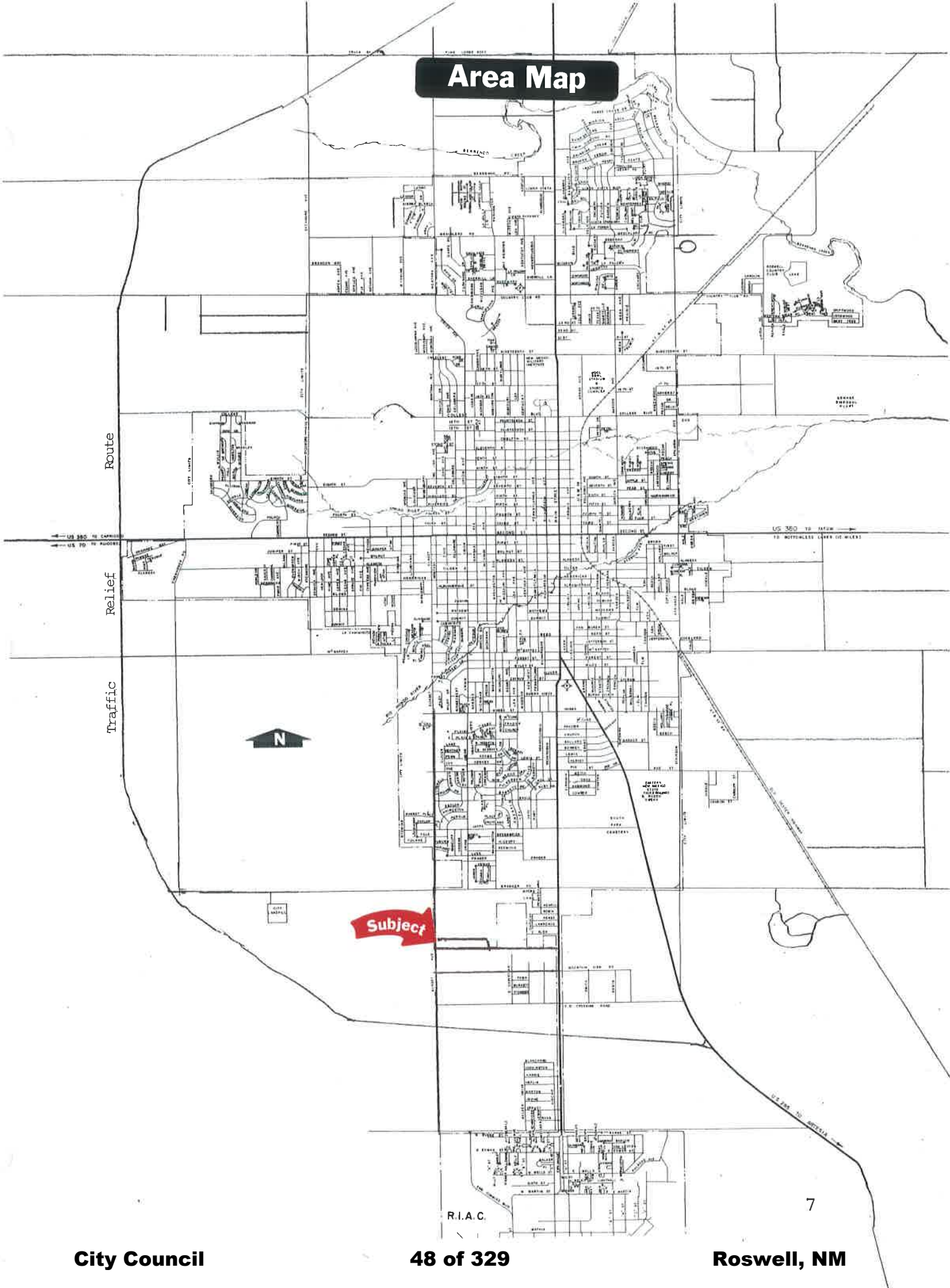
An appraisal analysis, report, and appraisal exhibits can be extensive or brief. This report was prepared to meet minimum requirements of the client request and the minimum requirements of the Uniform Standards Of Appraisal Practice. This summary report is not intended to be 100% self-contained nor fully self-explanatory. The photographs and exhibits provided herein are deemed to represent a true summary of subject's facts. This appraisal could be expanded substantially with additional data, narrative, comparable detail, and explanations of the analyses added if the intended user of the appraisal deems it necessary. An appropriate professional fee would be charged for all additional work. This appraisal is subject to the appraiser's specific Certifications and Statements of Assumptions and Limiting Conditions which accompany the report. No unusual Assumptions or Limiting Conditions were required for this appraisal.

Location Map

BITTER
LAKE
NATIONAL
WILDLIFE
REFUGE



Area Map



R.I.A.C.

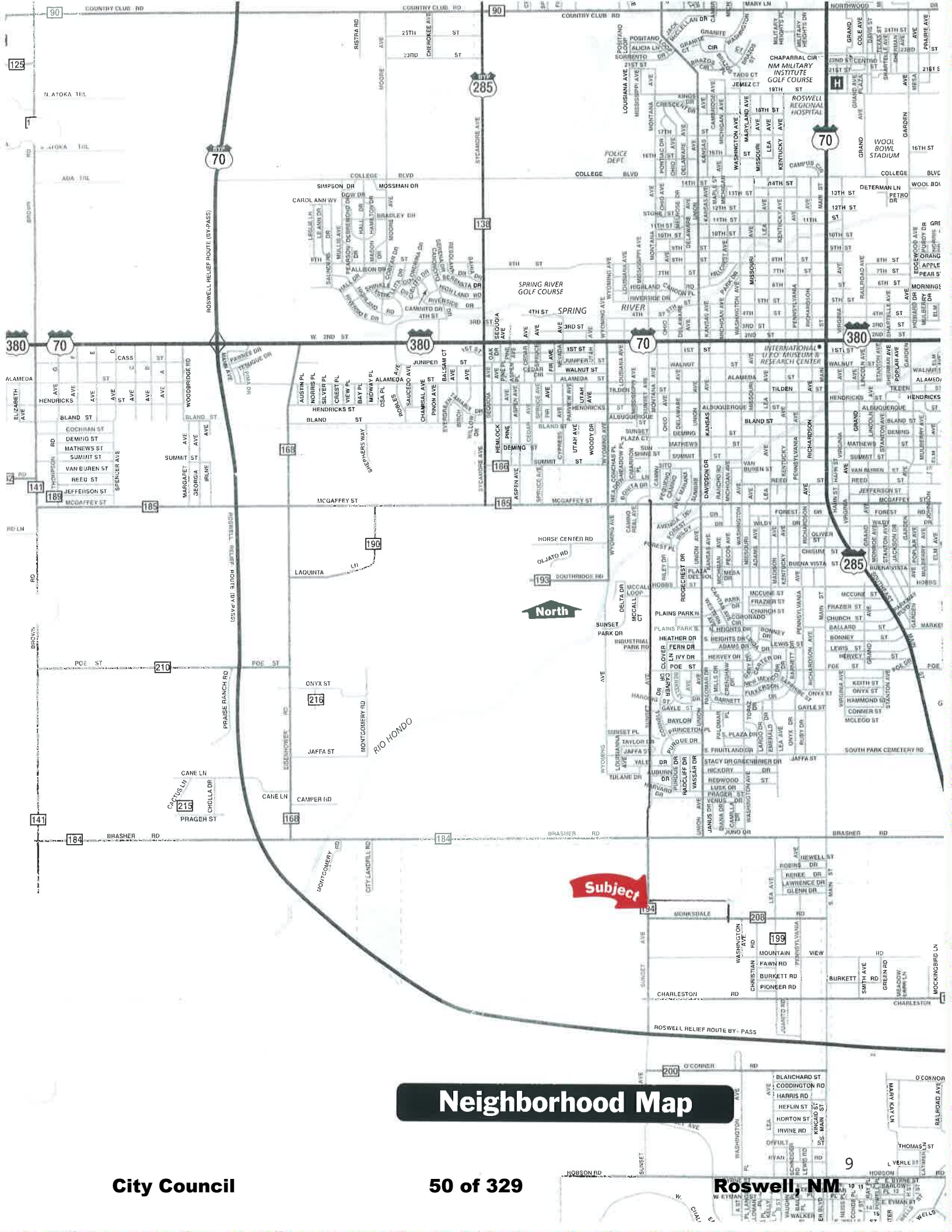
7

CITY AND NEIGHBORHOOD FACTORS

My client for this appraisal is the City of Roswell. The City is the owner of the subject parcel and other tracts surrounding it. My client has adequate knowledge about the City economy and trends that affect business in the city and specific subject neighborhood.

The subject neighborhood is the south half of Roswell and the areas of Chaves County lying west of Southeast Main between Brasher Road and Darby Road, including the Roswell Industrial Air Center.

One important factor affecting the subject property is the presence or absence of public water and sewer lines and any plans to add public water or wastewater service in the area. The City engineering and public works departments maintain maps of local water and sewer lines. I made an inquiry about water and sewer line existence in the area. Copies of the applicable maps for each type of service are included in the exhibits for this report. City engineer Louis Najar reports that the City has no plans to build new water or sewer lines in the area, and there is no master plan to add additional water or sewer lines in the area. Business with modest demand for water and wastewater disposal can legally drill a well to obtain potable water and can typically install a septic tank or similar system for small amounts of wastewater disposal. There is a city water line going to a fire plug at the southwest corner of the firefighting academy about 1,050 feet north of subjects' northwest corner. An owner or buyer of subject would reportedly be able to connect to that line if they paid for an extension that met city specs.



Neighborhood Map



City Council

PFI, LLC
+1306546837

Perry C. & Charlotte Y. Gipson
+12565271348

Subject

30.296 Acres
City of Roswell
+1306517723

City of Roswell

591.19'

2240+/-

MINNESOTA ROAD

Sheet 1
(1816.07)

GLEN DRIVE

City of Roswell

42

Church on the Move
+1306525292

CHURCH ON THE MOVE
Church on the Move
+13065196251

Church on the Move
+1306520073

City of Roswell
+1306520073

City of Roswell
+1306520073

City of Roswell
+1306520073

MC CARSON

Richard G.
+1306520073
Mc Carson

SUM

20

Power Line Easement to SWPS BA 722 Pg 1097

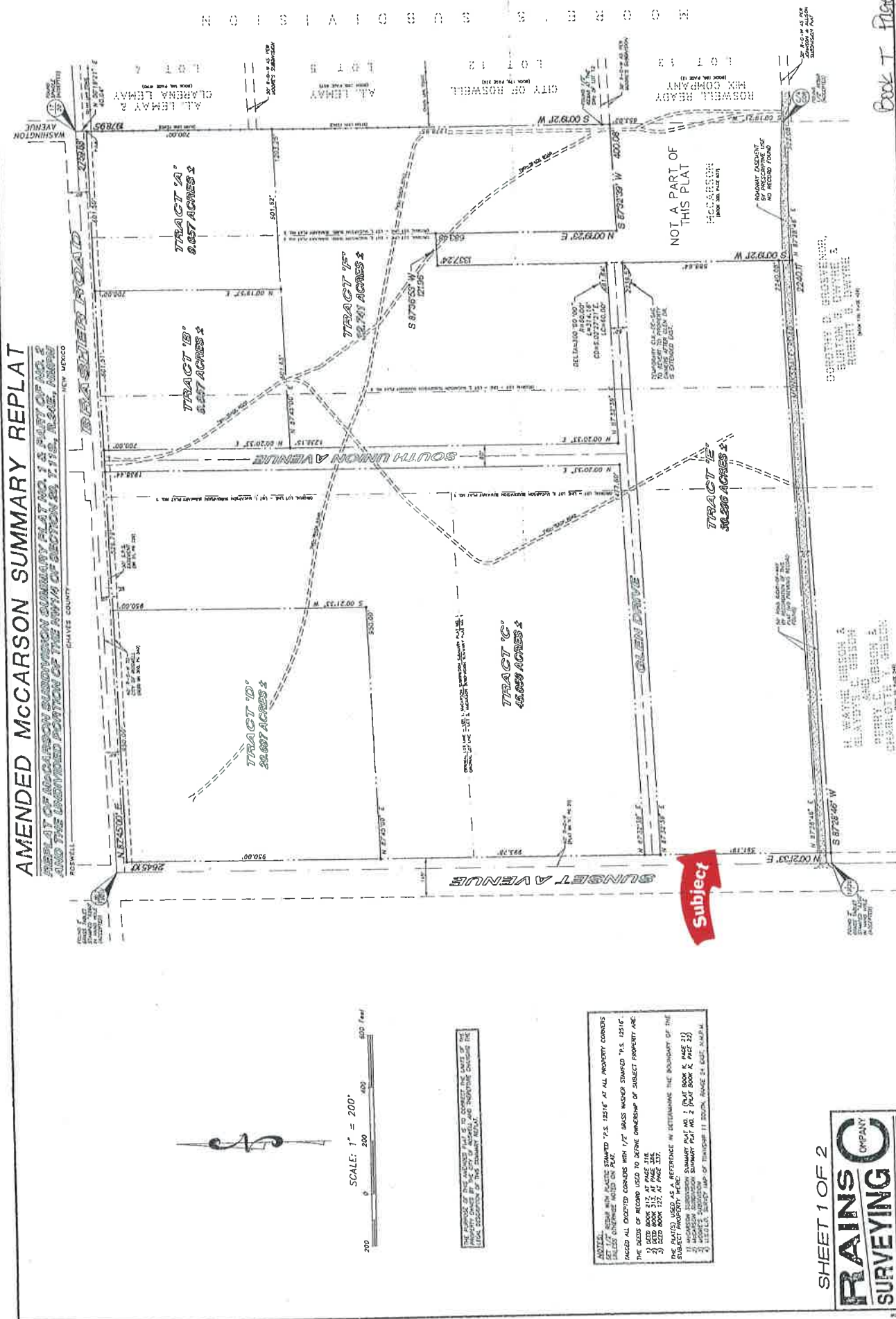
Power Line Easement to SWPS BA 722 Pg 1116

Power Line Easement to SWPS BA 722 Pg 1116

Eury C. A. Charbono, Y. Gissman

Subject

11



DESCRIPTION AND ANALYSIS OF THE SITE

LOT SIZE:	30.296 acres. Rectangular. See exhibits. Approx. 591' x 2240'.
TOPOGRAPHY:	Very slight slope west to east.
ZONING:	Roswell's official zoning map shows the subject lot to be zoned "I-2 Heavy Industrial." Most normal commercial and manufacturing activity is allowed on I-2 zoned land.
UTILITIES:	No public water or sewer lines are located close by. See provided maps. Overhead electricity is in place along Sunset. No natural gas lines were observed.
ACCESS:	Subject is partly bounded by paved roads. I assume that access to and from Monksdale Road could be used. Direct access to and from Sunset Avenue access is physically possible, but less likely to be approved with Monksdale frontage owned.
FLOOD ZONE:	Subject is not mapped in a FEMA identified 100 year flood hazard zone. The applicable map is 35005C1635D. Effective Map Date = 9-25-2009. A recent flood has challenged previous flood flow assumptions. A prospective buyer is cautioned to make further investigation of flooding issues if they might be of critical concern. A two pipe culvert under South Sunset outlets water near the intersection of Monksdale and Sunset.

Comments

Subject is a relatively large parcel. It's 2240 feet of frontage along Monksdale is very substantial. The City of Roswell also owns much of Tracts C and F to the north of subject. I doubt that platted "Glen Drive" will ever be developed. There could be some good reasons to square up the site to be sold rather than tie up the whole 2240 feet of frontage along Monksdale and leave low value land unsold to the north of the subject tract and south of Church on the Move.

HIGHEST AND BEST USE ANALYSIS

Proper application of the traditional appraisal process requires that a subject property be appraised at its "highest and best use".

Highest and Best Use is defined as:

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

This definition is from the Dictionary of Real Estate Appraisal, Fifth edition, page 108, published by the Appraisal Institute in 2015.

Site - As Vacant

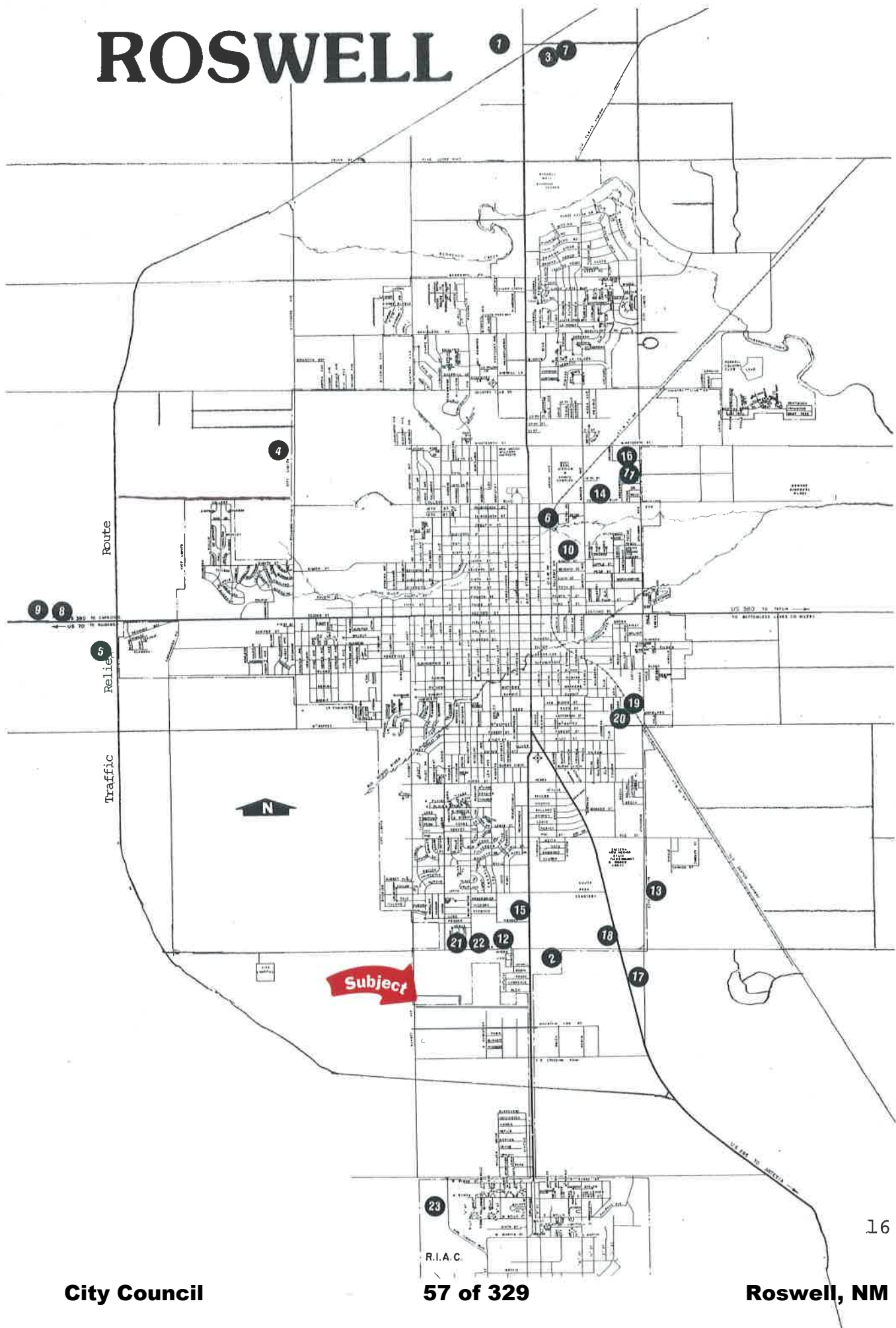
The subject site is zoned "I-2, Heavy Industrial". The land has a slight slope west to east. The subject site is a corner with frontage on South Sunset Avenue and Monksdale Road. Direct ingress and egress onto Sunset Avenue might be denied only because of subject's extensive frontage along Monksdale. Full use of the entire site should be possible.

No water or sewer lines run along the subject parcel or touch it at this time. There is a water line and fire plug at the southwest corner of the firefighting training facility. If needed, a new water line could probably be extended from that location to the subject site at the private owners' expense. New sewer lines are expensive to build. The closest line is at the northwest corner of the Church on the Move site at Brasher and Union. An owner of subject planning a business with low utility service needs would probably be approved for a new well and allowed use of a septic tank or similar system for wastewater disposal.

Some commercial or industrial land sales and development occur in the subject neighborhood on an ongoing basis. Most of that recent activity has taken place along East Brasher Road and South Main. A couple of land sales near Brasher and Washington Avenue have transpired recently, so development of those sites may be imminent. A self-storage project is reportedly planned for a site at the northeast corner of West Brasher Road and South Washington Avenue. Land prices in the subject neighborhood have been relatively modest over a long time frame.

Development of new commercial or industrial properties at South Sunset and Monksdale will probably be feasible as long as utility needs can be done without need for a public sewer line. Self-storage units are a possible use, as are shop/warehouse or light manufacturing buildings.

Given the factors cited, the appraiser estimates the highest and best use of the subject site as vacant, would be development of one or more light industrial uses at the immediate corner of Sunset and Monksdale, and eventual sale and or development of land to the east that is likely to become excess land to a buyer of subject. If a significant part of the easterly land is in fact excess to a buyer's immediate needs, gradual development of land to the east is likely to take several years.



COMMERCIAL LAND SALES

Comp	Closing Date	MLS #	Address or Approx. Location	Buyer(s)	Land Sale Price	Land Size In Acres	Sale Price Per Acre	Comments
1	5/7/2015	MLS100860	6128 N. Commerce	Roswell Studios	\$50,000	5.000	10,000	Far North Edge of Town
2	9/29/2016	WD772658	200 E. Brasher	Nelson Family Enterprises	\$39,900	2.591	15,399	New Frito Lay Warehouse
3	1/31/2017	R6731145	6090 Cumbres	Jim Campbell	\$8,000	0.842	9,501	Far Edge of Town land
4	3/1/2017	D786P67	1800 N. Sycamore	Fresquez	\$228,750	15.250	15,000	Good tract. Develop self stg
5	9/29/2017	D7921385	E Side Woodridge & Margaret	Jeffery Owen	\$140,000	24.818	5,641	Large tract near bypass
6	2/28/2017	D1801787	1305 N. Virginia	PT Productions, Inc.	\$95,000	2.810	33,808	Lrg sloping midblock site.
7	11/7/2017	D794P979	6112 Cumbres	Quality Cast, LLC	\$8,000	0.842	9,501	Far Edge of Town land
8	4/1/2018	D7861225	4719 W. Second	Redden	\$40,000	3.529	11,333	Good site on far west side.
9	4/27/2018	MLS101829	4906 W. Second	Viltchinski	\$45,000	3.780	11,905	Cornor on far w edge Roswell
10	9/20/2018	MLS102875	800 N. Garden	Tuscany	\$160,000	10.990	14,559	Land south of sale barn
11	8/2/2019	MLS102716	1800 N. Atkinson	Barejas	\$80,000	2.033	39,350	Johnnies Automotive
12	4/1/2019	MLS190133	407 W. Brasher	Silva, Alfredo	\$30,000	2.800	10,714	Lot on south edge of town.
13	7/16/2019	MLS171519	S. Atkinson near Jail	Grado	\$58,500	15.950	3,668	Lrg edge of town parcel
14	12/26/2019	MLS190065	611 E. College	Redmex Inv.	\$250,000	14.081	17,754	Prairie Dog Tract. N Side
15	1/8/2020	MLS101828	3200 Blk S. Main	Nasrallah	\$160,000	20.000	8,000	Large tact
16	11/2/2020	202007760	1302 E. 19th	Jeremy Kohler	\$105,000	2.033	51,647	Cornor of 19th & Atkinson
17	4/27/2021	MLS200937	3900 Blk SE Main	Graves Trust	\$75,000	12.640	5,934	Lrg edge of town parcel
18	6/1/2021	MLS200657	515 E. Brasher	Admiral Beverage	\$225,000	23.630	9,522	Lrg parcel for beer warehouse
19	7/1/2022	7221000	1000 S. Atkinson	Hilton, Robert	\$130,000	11.856	10,965	Lrg parcel for towing & salvage yd
20	7/27/2022	MLS202021	901-907 E. McGaffey	Miranda	\$45,000	1.157	38,894	Four adjacent urban lots
21	1/13/2023	MLS201624	505 W. Brasher	Silva, Alfredo	\$100,000	9.572	10,447	Lrg square tract by PO
22	5/31/2024	MLS20235315	505 W. Brasher	Jaramillo, Theodore	\$400,000	9.572	41,789	End user sale for self stg units
23	2/20/2025	20250220	42 W. Earl Cummings Loop	Arc Prefab	\$678,500	45.230	15,001	Sale of Industrial Land at the RIAC
Subject	3/5/2025	NA	NE Cor S Sunset & Monksdal	Undisclosed	\$242,000	30.296	7,988	Edge of town industrial land

Current Valuation

Ed McClelland
3-5-2025

Analysis Of The Comparable Land Sales

Twenty three sales of land suitable for commercial or industrial land use are summarized on the attached land sales chart. They ranged in selling price from a low of \$3,668 per acre up to \$51,647 per acre which is \$1.18 per square foot for the southwest corner of North Atkinson and East College. Several sales have taken place at or near \$10,000 per acre, with many having better utility proximity than does subject.

The subject site has a high ratio of paved street frontage in relation to its size. Its land price at my appraised value would be an affordable amount for one user or if the subject land were later subdivided for four to ten acre tracts.

I gave the most weight to comparable land sales #7, 8, 9, 13, 15, 17, and 18. A good site at the northeast corner of West Brasher and South Washington sold twice recently for \$100,000 which was \$10,447 per acre before reselling to an end user planning a ministorage who paid \$41,789 per acre which was 95 cents per square foot. That upper range level of land prices has only been shown to be generally acceptable for sites with good arterial visibility selling in sizes of one to three acres and having all needed utilities available.

Based upon my analysis of the subject property and my comparison of it to the sold land comparables; I estimate the market value of the entire subject 30.296 acre site in one transaction as of February 28, 2025 at approximately \$8,000 per acre.

And: 30.296 acres times \$8,000 per acre = \$242,368 Rounded To \$242,000

Subject property market value estimate = \$242,000



CERTIFICATION

The appraiser certifies and agrees that:

1. The appraiser has no present or contemplated future interest in the property appraised; and neither the employment to make the appraisal, nor the compensation for it, are contingent upon the appraised value of the property or any future action or event subsequent to the appraisal.
2. The appraiser has no personal interest in or bias with respect to the subject matter of the appraisal report or the parties in title.
3. The appraiser has personally inspected the subject property and the neighborhood. To the best of the appraiser's knowledge and belief, all statements and information in this report are true and correct, and the appraiser has not knowingly withheld any pertinent information.
4. This appraisal report sets forth all of the limiting conditions (imposed by the terms of the assignment or by the undersigned) affecting the analyses, opinions, and conclusions in the report.
5. The value conclusion reported herein has been developed in accordance with traditional appraisal procedures and the analyses are done in compliance with the reporting requirements of the Uniform Standards Of Appraisal Practice, (USPAP) and the New Mexico Appraisers Board.
6. All analysis, conclusions and opinions set forth in this appraisal were personally prepared by the undersigned.
7. As of the date of this report, I am currently certified and in good standing under requirements of the appraiser continuing education program of the State of New Mexico.
8. I assume that all parties to the decision making process will be well advised and acting in the best interest of their principal or community.

Appraiser Ed McClelland Date: 3-5-2025
Ed McClelland, NM 171-G

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

1. The legal description utilized is assumed to be a complete and accurate description of the subject property.
2. No responsibility is assumed for matters which are legal in nature. The property title is assumed to be marketable and free of liens. No effort was made to check for adverse subdivision covenants, atypical zoning limitations, or deed restrictions unless otherwise mentioned in the report. It is assumed that no adverse usage restrictions or conditions exist unless specifically mentioned.
3. The subject's title is valued as a typical fee simple estate. I assume that city water service would be available if the property owner agreed to pay the cost of extending a line from the firefighting academy that would meet the City approval.
4. It is assumed that there are no hidden or unapparent easements or conditions of the neighborhood or soil etc. which would render the subject more or less valuable or prevent its development or require future owners to expend funds in conjunction with prior owner soil or water pollution actions.
5. I assume that all parties to the decision making process will be well advised and acting in the best interest of their principal or community. I assume that most commercial and light industrial land uses allowed under the Industrial Zoning for the subject site would be approved for future use on the subject site.
6. I assume that City Leaders will give some consideration to the fact that the City lacks funding to develop major buildings in the area.
7. The value estimate in this report is in the purchasing power of the dollar as of the date of valuation.

This report is subject to the following limiting conditions:

1. No liability is assumed for any condition or variance that a true and correct survey might reveal.
2. The information contained in this report was obtained from sources the appraiser believes reliable, but its authenticity and accuracy is not guaranteed. Secondary confirmations and verifications were made only where a special need was indicated.

3. The appraiser has valued the subject land as if owned free and clear in fee simple.
4. The appraiser is not required to give testimony or appear in court regarding this appraisal unless previously arranged. Any court ordered appearance regarding the appraisal would be charged to the responsible party at a professional hourly rate.
5. The conclusions and contents of this appraisal are the property of the client and are kept confidential unless and until they are publicly released by the client.
6. This report may be copied in full or in part to facilitate actions and decision making regard the property.

ARTICLE 40: I-2 HEAVY INDUSTRIAL DISTRICT

Section 1. Purpose

This district is intended to provide for a wide range of industrial activities including heavy manufacturing, fabrication, assembly/disassembly, processing, and treatment activities conducted in a manner not detrimental to the rest of the community by reason of the emission or creation of noise, vibration, smoke, dust, or other particulate matter, toxic or noxious materials, odors, fire, explosive hazards, glare, or heat.

Section 2. Use Regulations

A. Permitted uses are as follows:

1. Any use permitted in the I-1 District
2. Any primary use which includes heavy manufacturing, fabrication, assembly, disassembly, processing, and/or treatment of goods and products
3. Food and grain processing, canning, and storage, including meat, fish, and poultry
4. Foundries, iron works, and steel fabricating
5. Livestock feed and sales yards
6. Recycling center with outside storage as a principal use, such as a junk yards
7. Petroleum products including refining and storage
8. Saw mills and other types of mills
9. Any other use that is similar and comparable to those listed above

B. Special Uses are as follows:

1. Any special use permitted in the I-1 District
2. Mining, loading, and hauling of sand, gravel, top soil, or other aggregate or minerals, including equipment and buildings or structures for screening, crushing, mixing, washing, storage, or office purposes
3. Recycling activities with a structure and permanent outside storage. All outside storage shall be screened with a minimum of an 8 foot high solid wall except for access openings, with a maximum opening of 16 feet with a solid gate(s)
4. Sexually Oriented Business

ARTICLE 41: RESERVED

ARTICLE 38: I-1 LIGHT INDUSTRIAL DISTRICT

Section 1. Purpose

This district is intended to provide for light manufacturing, fabrication, assembly/disassembly, processing, and treatment activities conducted in a manner not detrimental to the rest of the community by reason of emission or creation of noise, vibration, smoke, dust or other particulates, toxic or noxious materials, odors, fire, explosive hazards, glare, or heat.

Section 2. Use Regulations

A. Permitted Uses are as follows:

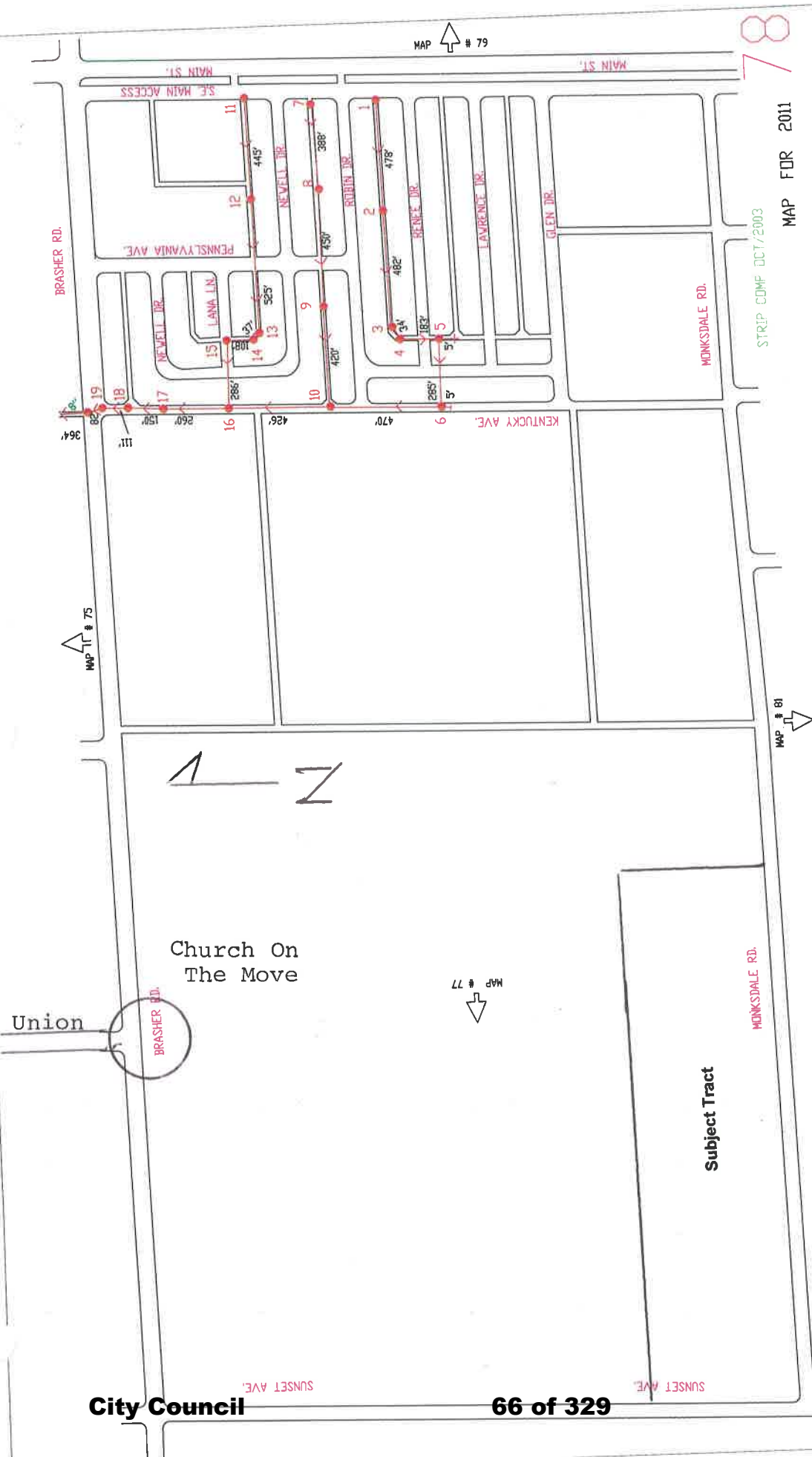
1. Any use permitted in the C-2 districts, except for assisted living homes, group care homes, convalescent homes, and retirement centers, etc.
2. Any primary use which includes light manufacturing, fabrication, assembly/disassembly, processing or treatment of goods and products
3. Bottling works
4. Bus stations and terminals
5. Food and grain processing, canning, and storage, excluding meat, fish, and poultry
6. Gun clubs containing an indoor firing range
7. Machinery and service for farm, tractor and trailer rigs, and well drilling equipment
8. Outdoor theaters, drive-in
9. Parcel delivery, mail order services, and motor freight terminals
10. Wholesale distribution centers
11. Warehouses with outside storage
12. Welding
13. Automotive Repair, Heavy
14. Any other use meeting the intent of this Article and comparable with the above

B. Special Uses are as follows:

1. Airports, heliports, and aircraft landing fields
2. Hospitals and sanitariums
3. Livestock feed and sales yards
4. Oil and gas wells and pumping stations
5. Penal, correctional, and other institutions necessitating restraint of patients
6. Saw mills or other similar types of mills like pulp mills
7. Recycling activities in a structure with outside storage as a secondary use. Outside storage to be screened with an 8 foot high solid wall except for access openings, with a maximum opening of 16 feet with a solid gate(s)
8. Recycling center with outside storage as a principal use, such as a junk yards
9. Child care centers

ARTICLE 39: RESERVED





8

STRIP COMP OCT/2003
MAP FOR 2011

Church On
The Move

Subject Tract

Sewer Line Map
Sheet 78

State of New Mexico



NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT



Real Estate Appraisers Board

HEREBY CERTIFIES THAT

Edward W. McClelland

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF
PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW
IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO

General Certified Appraiser

License No. 171-G

Issued 12/1/1990

Expires 4/30/2025

THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW

APPRAISER QUALIFICATIONS

EDWARD W. MCCLELLAND
NM General Certified Appraiser License #171-G

701 South Cedar Avenue
Roswell, New Mexico 88203
E-mail: mcclelland@zianet.com
Office 575-624-2828
Mobile 575-420-2546

EDUCATION

Graduate - New Mexico State University - 1971
Bachelor of Science - (Agriculture Economics and Business)

GENERAL CERTIFIED APPRAISER – NM License #171G

General Certification allows the holder to appraise all types of commercial property, as well as residential property.

APPRAISAL COURSES

Farm and Ranch Appraisal - New Mexico State	1971
Real Estate - Introductory Course - NMSU	1971
"Introduction to Appraising Real Property"	
Course 101 - SREA, by exam	1973
"Single Family Residential Appraisal"	
Course VIII - AIREA	1974
"Principles of Income Property Appraising"	
Course 201 - SREA	1974
"Urban Properties" (Income Property Case Studies)	
Course II – AIREA	1978

PROFESSIONAL OFFICES HELD

Secretary/Treasurer - Albuquerque SREA Chapter #114 (1977-79)
President - Albuquerque SREA Chapter #114 (1980-81)
Director - Albuquerque SREA Chapter #114 (1981-82)
Admissions Chairman - Albuquerque SREA Chapter #114 (1981-82)
Secretary/Treasurer - Pecos Valley SREA Chap. #115 (1983-84)
Director - West Texas/NM AIREA Chapter #39 (1985)
Vice-President - Pecos Valley SREA Chapter #115 (1984-86)
Admissions Chairman - Pecos Valley SREA Chapter 115 (1984-86)
President - Pecos Valley SREA Chapter #115 (1986-88)
Treasurer – Roswell Association of Realtors (2005-06)
Director – Roswell Chamber Of Commerce (2004-2007)
Director – Main Street Roswell (2002-2009)

APPRAISAL EXPERIENCE – Ed McClelland

Residential Appraiser and Assistant Loan Broker, Mercantile Investment Company, El Paso, Texas 1972-74

Residential and Commercial Appraiser, Dan D. Swearingin (MAI, SREA), Albuquerque, New Mexico 1975-79

Appraiser and Residential Department Manager, Brooks/Lomax & Associates, Inc., Albuquerque, New Mexico 1979-82

Owned and operated Ed McClelland & Co., Roswell, New Mexico, a full service real estate appraisal firm from 7/82 - 3/96.

Appraiser and Qualifying Real Estate Broker - Western Land Realty. Roswell, New Mexico. 1996 to 1999. 95%+ Appraising

Appraiser, Broker & Property Manager - Ed McClelland & Company. 2000 - 2021. 50% Commercial Property Management and 50% Appraisals.

Appraiser & Real Estate Broker, Ed McClelland & Company. Primarily doing appraisals. September 2021 – Present

OTHER QUALIFICATIONS

Licensed New Mexico Real Estate Broker.
Realtor Member of National Association of Realtors.
Realtor Member of the Roswell Board of Realtors & MLS.
SRA Designation earned in 1979. Did not renew after 1994.

RECERTIFICATION

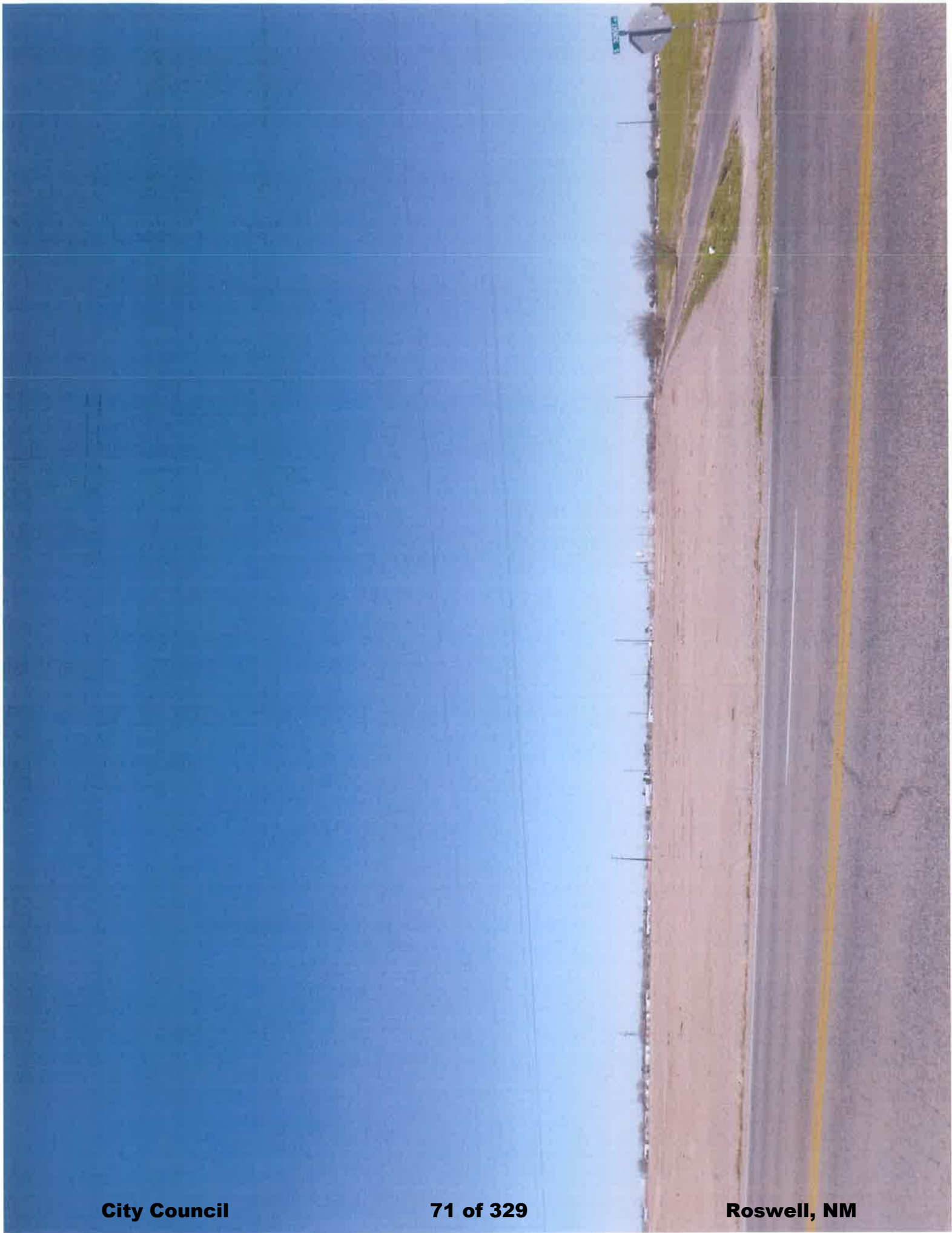
The New Mexico Appraisal Board has a mandatory program of continuing education for its licensed members. I currently meet all applicable licensing and recertification requirements and am in good standing with the New Mexico Appraisal Board.

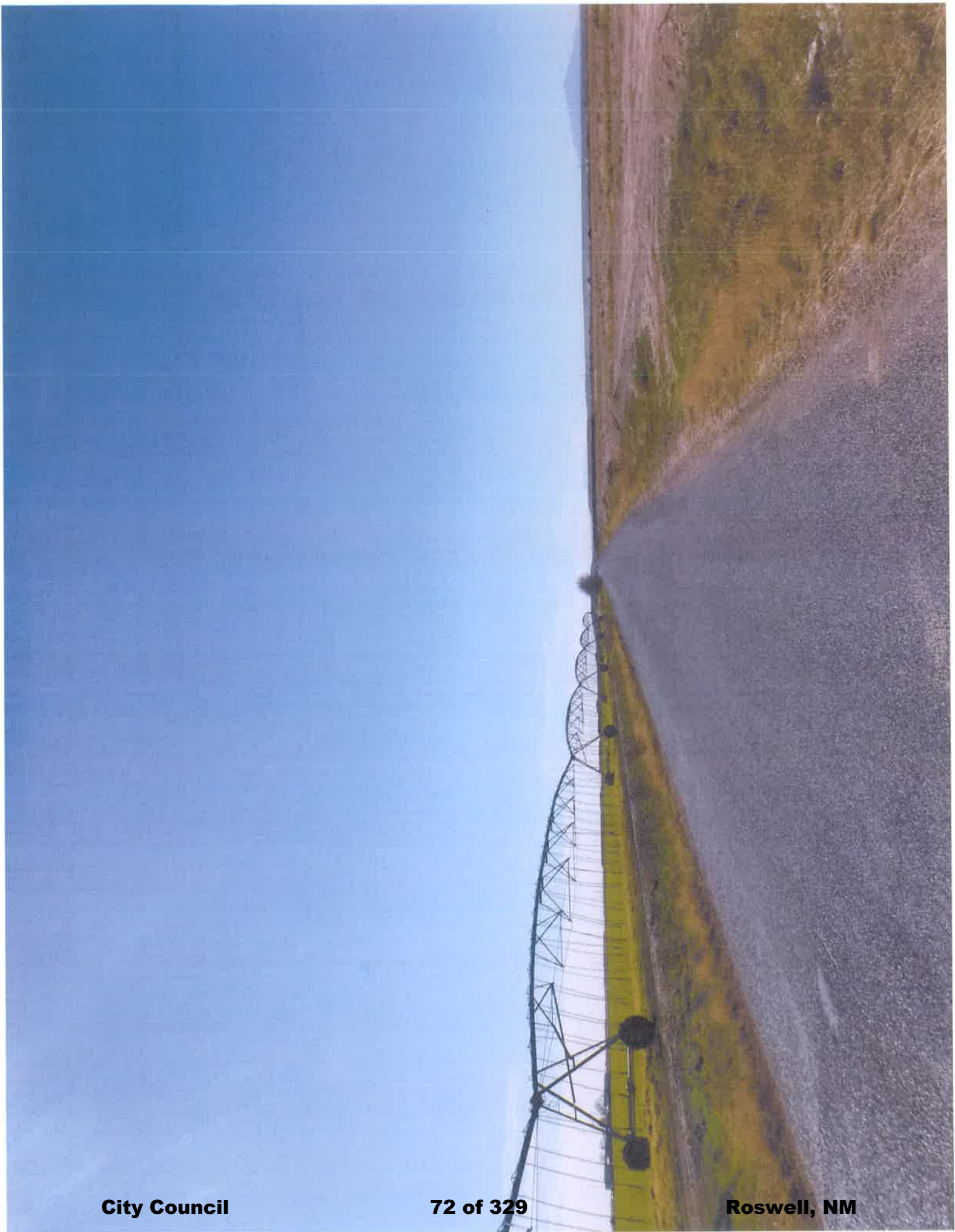
LICENSE EXPIRATION DATE

My general certified appraisal license NM #171-G expires on April 30, 2025.

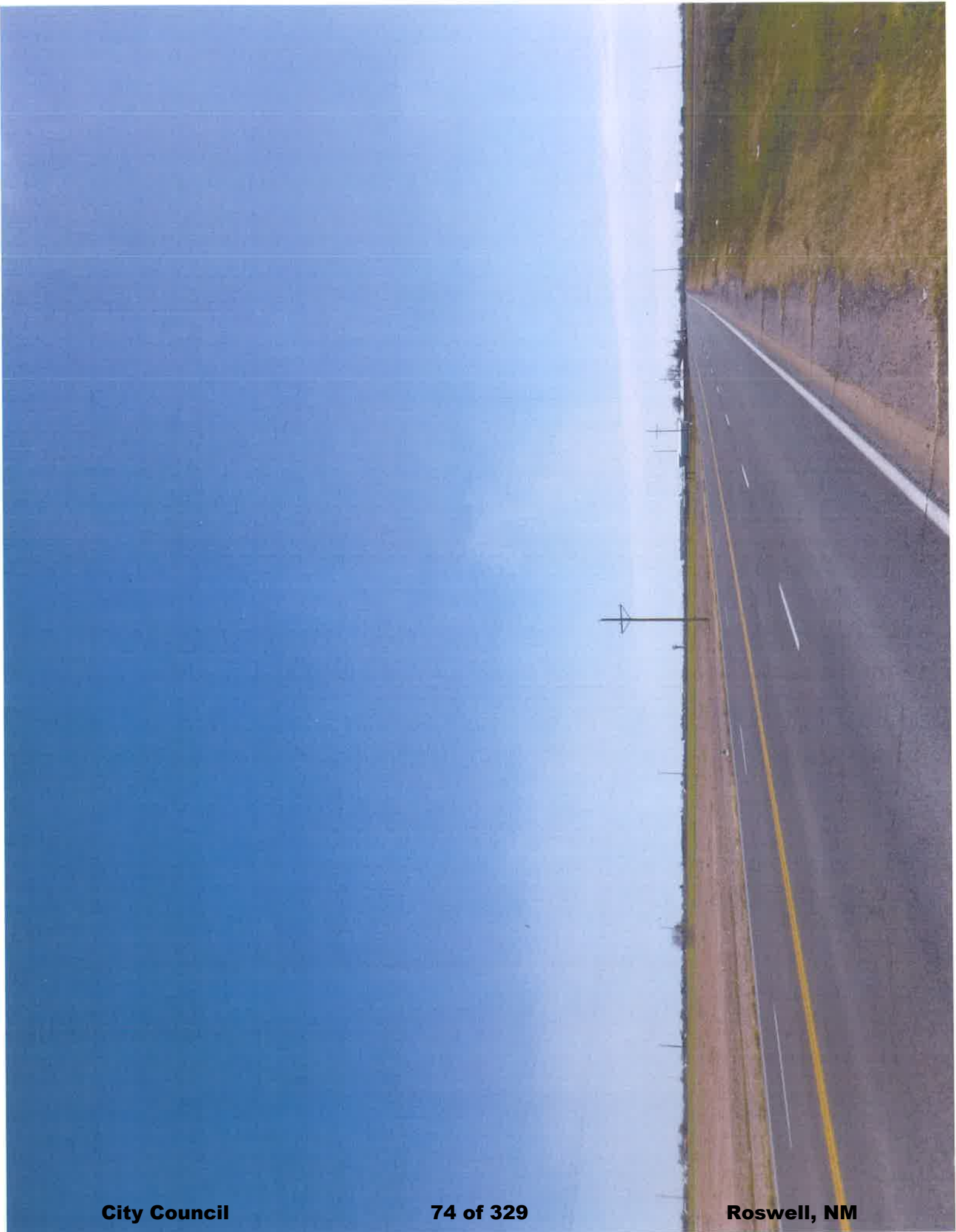
PARTIAL LIST OF APPRAISAL SEMINARS TAKEN – Ed McClelland

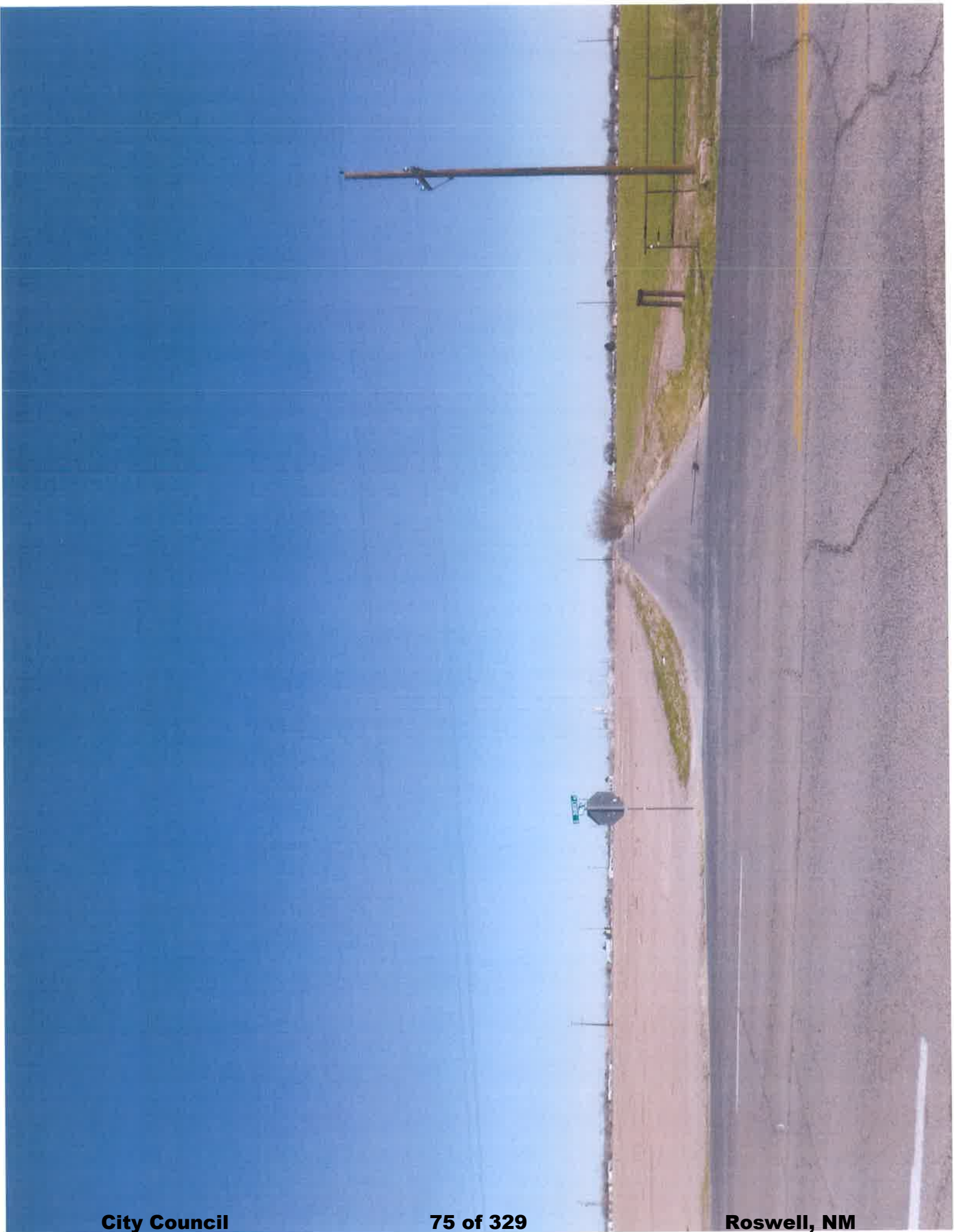
Valuation of Hotels & Motels - AIREA	1984
Depreciation Analysis - SREA	1985
Highest and Best Use - AIREA	1985
Easement Valuation Seminar - IRWA	1986
Applied Sales Comparison Approach Seminar AIREA	1988
Litigation Valuation Seminar - AIREA	1989
Farm Valuation Seminar - AIREA	1989
Reviewing Appraisals - AIREA	1990
Appraising Troubled Properties - Appraisal Inst.	1992
Appraisal Regulations Federal Banking Agencies AI	1992
Subdivision Analysis - Appraisal Inst. - 7 Hours	1993
Environmental Risk - Appraisal Inst - 7 Hours	1994
Data Confirmation & Verification Methods - AI 7 Hours.	1996
Automated Valuation - McKissock Data Seminars - 8 Hours	1999
Special Purpose Properties, Appraisal Institute - 7 Hours.	2001
Feasibility Analysis & Options, Appraisal Institute, 7 Hours.	2002
Adverse & Detrimental Conditions, App. Inst, 7 Hours	2002
Appraising Natural Resources, Appraisal Institute, 7 Hours	2002
Expanding the Scope of Work, Appraisal Institute, 7 Hours.	2003
Condemnation Appraisals, Appraisal Institute, 16 Hours	2003
Manufactured Housing, Appraisal Institute, 7 Hours	2004
Mathematically Modeling RE Data, App. Inst., 7 Hours	2004
Rates and Ratios, Appraisal Institute, 7 Hours	2004
Appraisal Trends, McKissock Seminars, 7 Hours	2006
Relocation Appraisal is Different, McKissock, 7 Hours	2006
Evaluating Commercial Construction, App Institute, 16 Hours	2006
Federal Land Acquisitions, Appraisal Institute, 16 Hours	2007
Subdivision Appraisals, Appraisal Institute, 7 Hours	2007
Office Building Valuation, Appraisal Institute, 7 Hours	2008
Declining Markets & Sales Concessions, AI, 7 Hours	2009
The Lending World In Crisis, App Institute, 7 Hours	2010
Reviewing Commercial Appraisals, App Institute, 7 Hours	2011
Reviewing Residential Appraisals, McKissock, 7 Hours	2011
The Uniform Appraisal Dataset, App Institute, 7 Hours	2011
Evaluating Residential Construction – App Institute, 7 Hours	2012
Practical Regression Using Excel, – App Institute, 14 Hours	2012
Litigation Appraising: Specialized Topics & Applic. AI 15 Hours	2014
FHA Appraising For Valuation Professionals – AI 7 Hrs.	2016
Using Excel To Analyze & Support App Results – AI, 7 Hours	2017
Solving Land Valuation Puzzles, App Institute, 7 Hours	2018
Stats, Graphs & Data Science, AI & G. Dell, 14 Hours	2018
How Tenants Create or Destroy Value - AI, 7 Hrs.	2019
The FHA Handbook 4000.1, McKissock Learning, 7 Hours	2021
Mortgage Lending Appraisal Reqs: FNMA & FHLMC, McKissock	2021
Transferred Value – Appraisal Institute, 7 Hours	2022
Attacking & Defending an Appraisal in Litigation, AI, 7 Hours	2022
Practical Application of Fundamental Analysis, AI, 7 Hours	2023
National USPAP Update Course – SFMRA, 7 Hours	2024

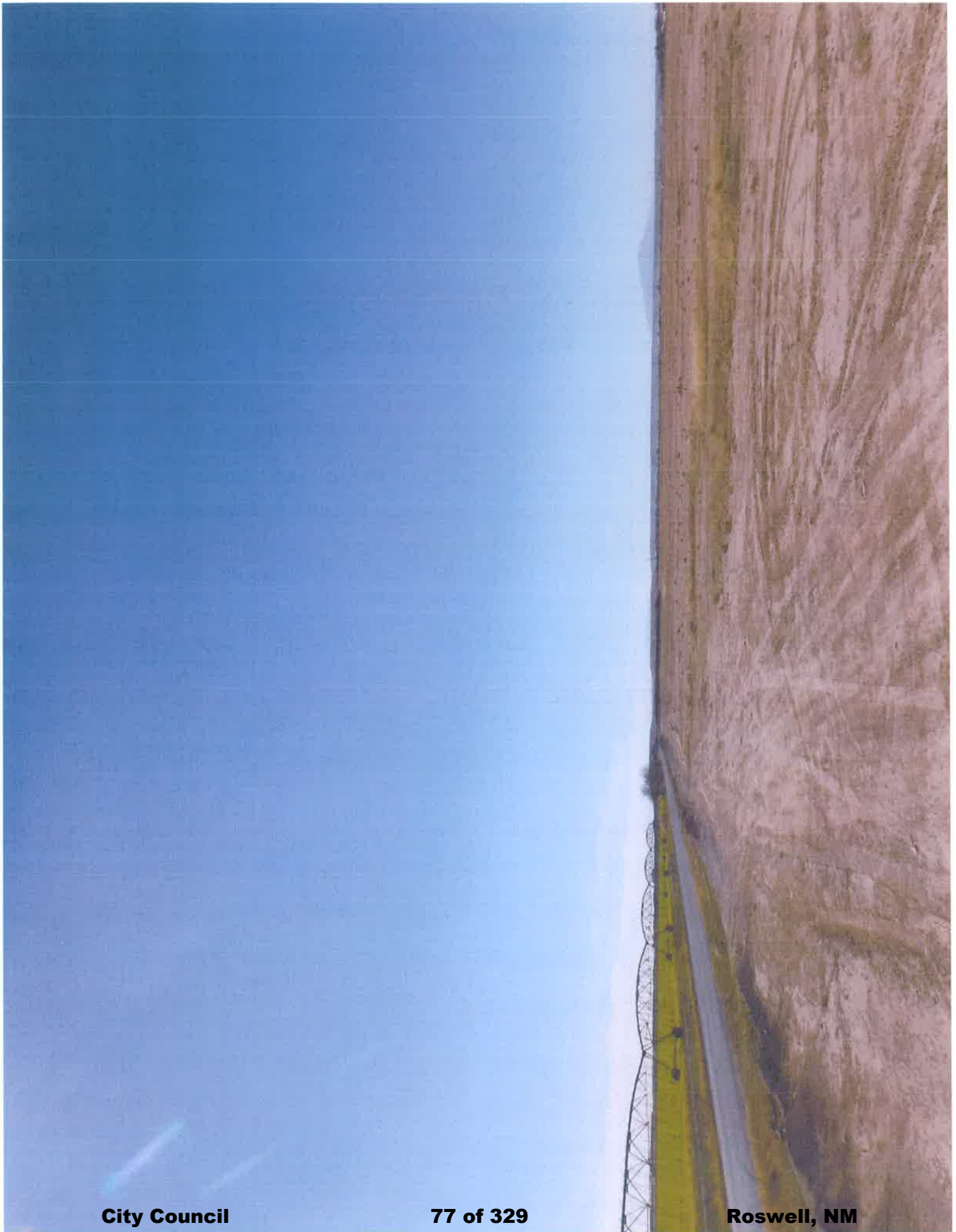














ORDINANCE 24-03

AN ORDINANCE AMENDING CHAPTER 2 THE ROSWELL CITY CODE

WHEREAS, the City of Roswell (the "City") has the authority and obligation under NMSA 1978, §3-12-4 to provide for certain appointed officers; and

WHEREAS, the Attorney General in Opinion 22-02 has provided additional guidance on the interpretation of §3-12-4; and

WHEREAS, clarifications and additions regarding appointed officers and City Council procedures to the City's Administrative Code would be beneficial to efficient and ethical running of City business and will improve accountability and administrative functions of the City.

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

SECTION 1. Chapter 2 of the Roswell City Code is hereby amended as follows:

ARTICLE I. IN GENERAL

Sec. 2-2. Governing Body Ethics

Members of the Governing Body shall:

- (a) Always comply with the provisions of the Government Conduct Act, NMSA 1978, Chapter 10, Article 16.
- (b) Not disclose or use confidential information concerning the property, government, or affairs of the City.
- (c) Not vote or otherwise participate in the negotiation or the making of any contract with any business or entity in which the official has a direct private financial interest of there exists an interest of an immediate family member. A private interest includes a pecuniary or competitive advantage that exists or could foreseeably accrue as a result of the act or inaction of the official.
- (d) Not vote or otherwise participate in any quasi-judicial matter where his impartiality may be reasonably questioned.
- (e) Never exercise authority as a governing body member except when acting in a meeting with the full governing body or as delegated by law or the governing body.

- (f) Never use the organization or his service on the governing body for his own personal advantage or for the individual advantage of his friends or supporters. This does not prohibit constituent services actions.
- (g) Not accept any valuable gift, whether in the form of service, loan, thing or promise, from any employee of or applicant for employment with the City or from any person, firm or corporation which is interested directly or indirectly in any manner whatsoever, in business dealings with the City. This does not prohibit an incumbent candidate for any elective office from receiving duly disclosed campaign contributions.
- (h) Not Accept and/or solicit campaign contributions for any candidate or Political Committee or other similar organization in any election or pre-election activity at a city workplace.

Sec 2-3. – Penalty

Any member of the governing body may bring a charge of violations of these Ethics Provisions. It shall be brought in writing before the City Manager and City Attorney. Following an investigation, if both concur that a violation occurred by a preponderance of the evidence, they shall cause the matter to be presented to the governing body. The charging governing body member shall present their case. If the governing body by majority vote agrees that any provision of Section 2-2 was violated the councilor may be subject to any discipline consistent with NMSA 1978, §3-12-3, including but not limited to reprimand, censure, and removal from committee assignments.

ARTICLE II. GOVERNING BODY

DIVISION 1. GENERALLY

Sec. 2-20. Time of meetings.

The regular meetings of the governing body shall be held at 6:00 pm on the second Thursday in each month, or as otherwise indicated on the meeting notice. Any regular meeting or meeting recessed from a regular meeting may be recessed from time to time by the mayor or mayor pro tem, or a majority vote of those members present at the city council meeting.

Sec. 2-21-35. Reserved

DIVISION 2. RULES OF ORDER AND PROCEDURE

Sec. 2-36. Conduct at meetings.

No disorderly conduct or obscene language shall be allowed while the governing body is in session. The presiding officer may have any person removed from the room for violating this section.

Sec. 2-37. Committees generally.

- (a) The standing committees of the governing body shall be as follows:
 - (1) Finance;
 - (2) Infrastructure;
 - (3) Public safety;
 - (4) Legal.
- (b) The standing committees shall consist of five members of the governing body. All members of all committees shall be appointed by the mayor who shall designate the chair and vice chair thereof. Three members of each committee shall comprise a quorum to do business.
- (c) No member of council who is appointed as a chair of any standing committee shall be appointed as chair or vice chair of any other standing committee.
- (d) The mayor may also establish such temporary committees for specific purposes as needed, and appoint the members thereof. Unless otherwise authorized by the governing body, temporary committees shall be advisory only and may make recommendations which are not binding on the governing body.

Sec. 2-38. Committee referrals to the City Council

Generally, in order for a proposed action to go before the full governing body the action must be passed by the most applicable committee and referred to and passed by either the Legal or Finance Committee, on any financial or or legal consideration. However, if not sent to the governing body by two committees, through written notice to the City Clerk, five (5) councilors or the mayor may place an item before the governing body.

Sec. 2-39. Roll call votes.

Any member of the governing body has the right to demand a vote by roll call on any question.

Sec. 2-40. Committee assignments and responsibilities.

The scope of assignments and responsibilities for the various standing committees in the following sections are descriptive and not intended to be exhaustive or mandatory.

Sec. 2-41. Finance committee.

The finance committee shall review and consider city finances, the city manager's proposed budget, amendments to adopted budgets, the financial aspects of the infrastructure capital improvements plan (ICIP), and financial policies, including those relating to investment, financial contingency management, and purchasing. The finance committee shall also review audits, certified annual financial reports (CAFR), and periodic financial reporting.

Sec. 2-42. Infrastructure committee.

The infrastructure committee shall review and consider policies that affect operations of the various departments of the city, other than those departments which fall under the public safety committee, including recommending policy changes regarding the provision of city services, fee structures, and operational hours. The infrastructure committee shall also review and consider the award of bids and proposals solicited by the city as required by city policies, resolutions, ordinances and applicable state and federal law and consider proposed actions that concern the physical assets of the city, including vehicles, equipment, buildings, land, water and sewer systems and streets. The infrastructure committee shall propose capital improvement plans.

(Ord. No. 15-03 , § 7, 4-9-2015)

Sec. 2-43. Public safety committee.

The public safety committee shall review and consider policies that affect the operations of the police department, fire department, code enforcement department, 911 dispatch, ambulance services, emergency management and preparedness, animal control, and other public safety programs such as alarm ordinance and neighborhood watch, and fees associated with the provision of the foregoing public safety services. The public safety committee shall also review and consider policies concerning behavioral health issues that were formerly considered by the city's commission on behavioral health.

(Ord. No. 15-03 , § 9, 4-9-2015; Ord. No. 16-15 , § 9, 7-14-2016)

Sec. 2-44. Legal committee.

The legal committee shall review and consider all proposed ordinances, codes, and policies which are adopted by the governing body, as well as issues such as eminent domain and annexation. The legal committee shall also review and consider proposed actions that pertain to development codes or plans which are general and legislative in nature, as opposed to actions which are adjudicatory in nature.

Sec. 2-45. Validity of actions taken by governing body; referral to committee not a prerequisite.

A proposed action by the governing body is not required to be referred to a standing or temporary committee for a recommendation before being considered and acted upon by the governing body, and the failure to refer a proposed item to committee prior to action by the governing body shall not affect the validity of any action taken by the governing body.

Secs. 2-47—2-50. Reserved.

ARTICLE III. OFFICERS AND EMPLOYEES

DIVISION 1. GENERALLY

Sec. 2-51. Oath.

Every elected officer and appointed officer shall, before entering upon the duties of his office, take and subscribe the oath specified by law.

Sec. 2-52. Bonds.

Bonds executed or given by city officers or employees shall be filed with the clerk, who shall keep it in a secure place. The clerk shall record all bonds in a book to be kept for that purpose.

Sec. 2-53 Creation of Offices Appointed Officers

(a) There shall be independent offices apart from City departments. These offices are the office the Clerk, Office of the Treasurer / Finance Officer, Office of the Chief of Police, and Office of the City Attorney.

(b) The appointive officers of the city shall be a city manager, city clerk, city treasurer / finance officer, chief of police, city auditor, and city attorney.

(c) All appointed officers must coordinate with the other appointed officers.

(d) The governing body, at its discretion, may in lieu of having an in-house office of the city attorney, contract with an outside individual or law firm for legal services.

Sec. 2-54 Appointment and Term

(a) With the exception of the Manager, at an organizational meeting of the city council the mayor shall submit for confirmation by the city council, the names of persons who shall fill the various appointive offices of the city or shall serve as members of the various boards or commissions of the city.

(b) If the city council fails to confirm any appointment, the mayor at the next regular meeting of the city council shall submit the name of another person to fill such office.

(c) All officers shall be at-will and every appointive officer shall hold a term provided for under state law.

Sec. 2-55 Compensation

The salaries, wages, fringe benefits, and compensation of city officers shall be as provided by the governing body through contract or through a compensation plan determined by the governing body.

SEC 2-56—2-65. Reserved.

DIVISION 2. CLERK

Sec. 2-66. Duties

- (a) The city clerk shall have those duties as prescribed by state law, and in addition thereto and shall have such duties as may be prescribed by the city council.
- (b) The city clerk shall be responsible for the performance, functions, and all personnel of his office.

Sec. 2-67. Licenses

It shall be the duty of the city clerk to issue all licenses upon receipt of proof of payment of any license fee and compliance with other ordinances. All licenses shall be signed by the city clerk or by an authorized person on behalf of the city clerk. All licenses shall have affixed thereto the city seal. Upon the face of the license shall be designated the purpose for which such license is granted and the length of time the license shall run. The city clerk shall keep and maintain in his office a record, to be known as the license record, which shall be a list of all licenses issued, the purpose of the license, the expiration date thereof, and the amount of money paid therefor.

Sec. 2-68. Seal.

The city seal shall be kept in the office of the city clerk and shall be affixed to all instruments and papers which by law or ordinance are required to be attested by the city seal. The city clerk shall have custody of and shall safely keep all public records, documents, ordinances, resolutions and orders of the city council and such other papers and documents as may be delivered into the custody of the city clerk.

Sec. 2-69. Deputy Clerks.

There shall be a Deputy City Clerk who may exercise the powers and duties granted the city clerk in the absence or disability of the city clerk and as assigned by the city clerk. The deputy city clerk shall be recommended by the city clerk through the mayor's nomination for approval by the governing body.

Secs. 2-70—2-80. Reserved.

DIVISION 3. CITY MANAGER

Sec. 2-81. City Manager; Creation of office; appointment; powers and duties generally; qualifications.

- (a) The office of city manager is created pursuant to NMSA 1978, § 3-13-3.

(b)The city manager shall be the Chief Administrative Officer of the City and have all of the powers and duties as set out in NMSA 1978, § 3-13-3.

(c) The manager shall work in conjunction with the governing body and other appointed officers to create the City's budget and effectuate the policies and goals of the governing body.

(1) When administering contracts, the Manager may negotiate appropriate decreases or increases that are already within budget. This authority is not to exceed \$20,000.00 for services or goods and \$60,000.00 for professional services.

(d) The manager shall consult with the other appointed officers when taking any employment action, such as hiring, promoting, demoting, disciplining, or discharging, against employees that are part of the administrative service in the respective offices.

(e) The manager may create or reorganize the City's departments as necessary with the consent of the governing body. Directors will be employed through the manager.

Sec. 2-82 Deputy City Manager

There shall be a Deputy City Manager who may exercise the powers and duties granted the manager in the absence or disability of the manager and as assigned by the manager. The deputy city manager shall be recommended by the manager through the mayor's nomination for approval by the governing body.

Sec. 2-82 Bond

The city manager, within ten days after his appointment, shall furnish a surety bond approved by the city council, with such bond to be conditioned upon the faithful performance of his duties. The premium of the bond shall be paid by the city.

Sec. 2-83 Reserved

DIVISION 4. CITY ATTORNEY

Sec. 2-84 Qualifications

The City Attorney shall be admitted to the practice of law by the supreme court of the state, and he shall be in good standing in the State Bar of New Mexico. He shall have at a minimum 6 years of previous full time legal practice.

Sec. 2-85 Duties

The city attorney shall:

(a) be the chief legal officer of the City and legal adviser to the governing body. He shall attend

all regular meetings of the council and such other meetings of the council as he shall be requested to attend by the mayor. He shall have the right to be heard at any meeting of the council at which matters involving questions of law are being discussed. He shall render to the council his opinion upon any question of law involving the interests of the city at all times when requested by the council to do so. He shall draft and prepare all contracts to be entered into by the city and shall submit the contracts to the council for its approval, whenever requested by the council to do so. He shall draft and prepare all city ordinances and shall submit the ordinances to the council for its approval, whenever requested by the council to do so.

(b) draft and prepare all process and papers for the use of police officers in the carrying out by them of the duties of their office, whenever requested by the police chief to do so. He may prosecute all actions brought in the municipal court on behalf of the city, whenever requested by the municipal judge to do so or whenever in his judgment it is for the general welfare of the city that any such action should be so prosecuted.

(c) supervise and pass upon the legality as to the manner and form of all bonds to be given by any city officer or by any person entering into such a contractual relationship with the city as requires the giving of a bond to the city.

(d) perform any other duties that are required by the governing and customary to the practice of law.

(e) The City Attorney shall be responsible for the performance, functions, and all personnel of his office.

(f) The City Attorney shall have pocket settlement authority of no more than \$20,000.00 per occurrence. Such settlements shall not be made without the consent of the City Manager. The City Attorney shall make monthly reports of all settlement to the Legal Committee.

Sec. 2-86 Deputy City Attorney

There shall be a Deputy City Attorney who may exercise the powers and duties granted the city attorney in the absence or disability of the city attorney and as assigned by the city attorney. The deputy city attorney shall be recommended by the city attorney through the mayor's nomination for approval by the governing body.

DIVISION 5. TREASURER / FINANCIAL OFFICER

Sec. 2-87 Qualifications

The Treasurer/Financial Officer shall have at minimum a bachelor's degree in accounting, or hold an advanced degree in an accounting or finance related field. The Treasurer/Financial Officer shall have 6 years' experience in government accounting or finance or shall have 10 years of previous work in accounting, finance, or a related field.

Sec. 2-88 Duties.

(a) The Treasurer/Financial Officer shall be chief financial officer for the City.

(b) The treasurer shall receive all money belonging to the city, and shall keep his books and accounts in such a manner as may be prescribed by law. Such books and accounts shall always be subject to inspection of any member of the governing body. He shall keep a separate account of each fund or appropriation and the debts or credits belonging thereto. He shall give every person paying money into the treasury a receipt therefor, specifying the date of payment and upon what account paid, and he shall file statements of such receipts with the chairman of the finance committee at the date of each monthly report. He shall, at the end of each month, and more often, if required, render an account to the city council or such officer as may be designated by ordinance, showing the state of the treasury. He shall also accompany such accounts with a statement of all money received into the treasury, and upon what account, during the preceding month, together with all warrants redeemed and paid by him, which warrants, with any and all vouchers held by him, shall be delivered to the governing body at the next regular meeting. He shall keep a register of all warrants redeemed and paid, which shall describe such warrants and show the date, amount, number, the fund from which paid, the name of the person to whom paid and when paid. He may be required to keep all money in his hands belonging to the city in such place of deposit as may be designated by ordinance; provided, that no such ordinance shall be passed by which the custody of such money shall be taken from him. He shall keep all money belonging to the city in his hands, separate and distinct from his own money, and he is hereby expressly prohibited from using, either directly or indirectly, the city money or warrants in his hands for his own use or benefit, or that of any other person whomsoever.

(c) The treasurer shall report to the finance committee, as often as required, a full and detailed account of all receipts and expenditures of the city, as shown by his books up to the time of his report, and he shall annually, in the month of July, make out and file a full and detailed account of all such receipts and expenditures and all his transactions as such treasurer during the preceding fiscal year.

(d) The Treasurer/Financial Officer shall be responsible for the performance, functions, and all personnel of his office.

Sec. 2-89 Bond

The Treasurer shall execute and deliver within ten days after appointment a surety bond of no more than \$50,000.00 to be approved by the city council, with such bond to be conditioned upon the faithful performance of the office's duties. The premium of the bond shall be paid by the city.

Sec. 2-90 Deputy Treasurer

There shall be a Deputy Treasurer who may exercise the powers and duties granted the Treasurer in the absence or disability of the Treasurer and as assigned by the Treasurer. The deputy Treasurer

shall be recommended by the Treasurer through the mayor's nomination for approval by the governing body.

Sec. 2-91 Auditor

The office of Treasurer shall have an Auditor. The Auditor shall be nominated by the Mayor for approval by the governing body. If approved, the Auditor will be employed through the Treasurer's office. The auditor will report directly to the governing body and the treasurer.

DIVISION 5. CHIEF OF POLICE

Sec. 2-92 Qualifications

The Chief of Police shall have at least 15 years of law enforcement experience.

Sec. 2-93 Duties

(a)The chief of police shall be responsible for executing the duties prescribed in § 3-13-2 and faithfully enforce the ordinances of the city. He shall keep such records and make such reports concerning the activities of his department as may be required by statute or by the city council.

(b)The chief shall be responsible for the performance of police department functions, and all personnel of the police department.

(c)The chief of police or his designee shall attend all meetings of the governing body or at the request of a committee chair, unless excused by the mayor. He shall execute all summons and requests of the governing body.

Sec. 2-94 Deputy Chief

There shall be a Deputy Chief of Police who may exercise the powers and duties granted the chief of police in the absence or disability of the chief of police and as assigned by the chief of police. The deputy chief of police shall be recommended by the chief of police through the mayor's nomination for approval by the governing body.

Sec 2-95-2-99. Reserved.

ARTICLE VII. – Real Property Transactions

Sec. - 2-201 - No Existing Municipal Purpose

(a) Prior to the sale, exchange, or donation of real property belonging to the city, such real property shall be determined to be not essential for any municipal purpose.

- (b) The Mayor and City Manager or his designee shall make this determination in writing and communicate the determination to the governing body as appropriate under this article.

Sec. 2-202 - Appraisal

- (a) Prior to sale, lease, or exchange of real property, the Mayor and City Manager or his designee shall cause an appraisal to be made by a qualified appraiser. For property appraised in excess of \$25,000.00, excluding real property of any value normally leased in the regular operations, the following applies:
 - (1) If the sale or lease price is less than the appraised value, the Mayor and City Manager or his designee shall cause a detailed written explanation of that difference to be prepared prior to sale or lease, and the written explanation shall be made available to any interested member of the public upon demand.
 - (2) No real property shall be sold or exchanged for less than 90% of its appraised value unless for the development of affordable housing or to the state, any of its political subdivisions or to the federal government after a determination by the administration or governing body as provided herein that such sale, exchange, or donation is in the best interests of the City.

Sec - 2-203 - Notice and Approval of Sales

- (a) Real property having a value of \$10,000.00 or less may be sold for cash at a public or private exchange by the Mayor and City Manager or his designee without prior approval from the governing body.
 - (1) Such sales shall be communicated in writing to the legal committee by the administration at the next regular meeting of the governing body.
- (b) Real property having a value in excess of \$10,000.00 and up to \$25,000.00 may be sold by a majority vote of the governing body.
- (c) Real Property having a value in excess of \$25,000.00 shall be by ordinance of the municipality. Such an ordinance shall be effective forty-five days after its adoption, unless a referendum election is held pursuant to NMSA 1978, 3-54-1. The ordinance shall be published prior to adoption pursuant to the provisions of § 3-1-2(J) and Section §3-17-3 and shall be published after adoption at least once within one week after adoption pursuant to the provisions of §3-1-2(J). Such publications shall concisely set forth at least:
 - (1) the terms of the sale or lease;
 - (2) the appraised value of the real property;
 - (3) the time and manner of payments on the sale or lease;
 - (4) the amount of the sale or lease;

- (5) the identities of the purchasers; add
- (6) the purpose for the municipality making the sale or lease.

- (d) All contracts which are submitted to the governing body in accordance with the requirements of this section shall be supported by the current appraisal relied upon to determine the value of the city property, the governing body's determination that the property is not essential for a municipal purpose, and a description of the disposal process and the other offers received.

Sec. 2-204 - Zoning

- (a) Prior to being sold, the real property's description shall be submitted to City Planning for review of its zoning to determine that the zoning is appropriate in terms of the city's master plan and the potential use of the property. If Planning determines that the zoning is appropriate, it shall so notify the administration. If Planning determines that the zoning is not appropriate, it shall initiate a zone change to an appropriate zone, and it shall notify the administration of the final action taken on this request. No real property shall be appraised or disposed of until Planning has notified the administration that it is appropriately zoned or until Planning has notified the administration of final action on its request for a zone change.

Sec. 2-205 - Leases of Real Property owned by the City

- (a) Leases or other conveyances normally leased in the course of regular operations for real property for a specified term of an interest owned by the City, assignment of leases, or amendments to such leases or other conveyances shall be submitted to the governing body by the administration after negotiation or prior to bidding when:
 - (1) The term of the lease or other conveyance is proposed to be in excess of one (1) year. For the purposes of this division, "term of conveyance" shall include not only the initial term but also any option to renew where the option is at the sole discretion of the lessee; or
 - (2) The term of the lease or other conveyance is proposed to be in excess of one month and the income or other consideration to be received by the city is proposed to be in excess of \$5000.00 per month. For purposes of this section, an easement granted to a utility operating under a franchise granted by the city shall not be considered as a lease or other conveyance.
- (b) The Mayor and Manager or his designee may enter into leases not subject to the provision above. All leases not subject to prior governing body approval shall be communicated in writing to the legal committee at its next regular meeting.
 - (1) Any lease not subject to a vote by the governing body shall be reported or presented

to the governing body with a written communication describing circumstances, benefits, responsibilities, advantages of such a contract and the property's appraised value.

- (c) A statement that all applicable federal regulation regarding use and lease pricing have been met shall accompany all leases originating from the airport.
- (d) Leases not made in the course of regular operations shall follow procedures as described in Sec - 2-203.

Sec. 2-206 - Acquisition of Real Property

- (a) The Mayor and Manager or his designee is authorized to enter into contracts for the acquisition of any interest in real property, subject to the approval of the governing body as provided below:
 - (1) The Mayor and City Manager or his designee may acquire real property when sufficient money, designated for acquisition of the property, has been previously appropriated by the governing body through the budget or other action.
 - (2) All other real property contracts shall not be executed until a majority of the governing body has approved and sufficient money has been appropriated by the governing body.
- (b) All contracts subject to subsection (a) shall be reported or presented to the governing body with a written communication describing circumstances, benefits, responsibilities, advantages of such a contract and the property's appraised value.

Sec. 2-207 Leasing of Real property by the City

- (a) Leases or other conveyances, except construction and utility easements, for a specified term of an interest in real property to the city or amendments to such leases or other conveyances shall be submitted to the governing body for approval by the Mayor and Manager after negotiation when the term of the lease or other conveyance is proposed to be in excess of one (1) year and the income or other consideration to be paid by the city is proposed to be in excess of \$1667.00 per month.
 - (1) All proposals which are submitted to the governing body in accordance with the requirements of this section shall be supported by a communication setting out the circumstances, benefits, responsibilities and advantages relative thereto.
- (b) All leases or other conveyances, except construction and utility easements, for a specified term of an interest in real property to the city or amendments to such leases or other conveyances may be executed by the Mayor and City Manager or his designee if they are

below the threshold established in subsection (a).

- (1) All leases not subject to prior governing body approval shall be communicated in writing to the legal committee at its next regular meeting.
 - (2) The communication shall be supported by a message setting out the circumstances, benefits, responsibilities and advantages of the lease, and include a statement regarding how fair market value for the leased property was established and if the lease is below, at, or above such a value.
- (c) The Mayor and Manager or his designee may enter into one interim lease for any particular transaction of no more than 45 days to allow for approval of the governing body. In the event the governing body does not approve of the lease within the 45 days, the lease shall terminate instantly upon such the disapproval or completion of 45 days.

Sec. 2-208 Misrepresentations and Omissions

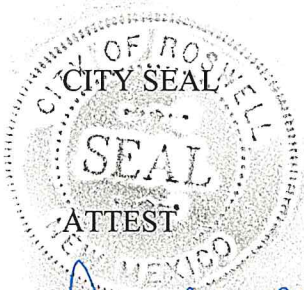
Any person who misrepresents or intentionally omits information that is required to be communicated to the legal committee or the governing body regarding any transaction in this Article shall be shall be guilty of a misdemeanor.

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

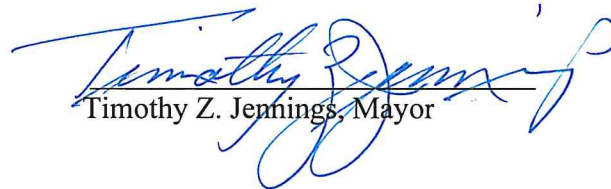
SECTION 3. If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

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

PASSED, ADOPTED, SIGNED and APPROVED 28th March, 2024.




Amalia Martinez, City Clerk


Timothy Z. Jennings, Mayor

Regular City Council Meeting

Meeting Date: 02/12/2026

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Will Cavin

ACTION REQUESTED:

Ordinance 26-03: consider recommendation to City Council approval to advertise and hold a public hearing on proposed Ordinance 26-03: An Ordinance Amending Chapter 13 Fire Prevention.
(Cavin/Olive)

BACKGROUND:

Initiated by: Jared Olive

New 2024 code adoption and amendments updated to reflect current standards. Necessary for ISO and State requirements.

FINANCIAL CONSIDERATION:

New Ordinance increases revenue.

LEGAL REVIEW:

City Attorney has reviewed this item.

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.

STAFF RECOMMENDATION:

Staff recommends to proceed as presented.

Attachments

Ordinance 26-xx
Ch 13 redlines
Current ch 13
proposed ch 13 clean

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WHEREAS, the City of Roswell (the “City”) desires to adopt the proposed amendments for Ch.13 of the Roswell City Code.

WHEREAS, the addition of new regulations on the installation, conduct, or operation of fire protection features in the form of a certificate of fitness shall be implemented; and

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

Chapter 13 Fire Prevention and Protection
ARTICLE I. IN GENERAL

The governing body of the City of Roswell does ordain as follows: the City of Roswell Fire Department, in the State of New Mexico as the authority having jurisdiction in regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided ; providing for the issuance of permits and collection of fees therefor; and each and all regulations, provisions, penalties, conditions and terms of said Fire Code on file are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

The chief of the fire department shall appoint a fire marshal as the fire code official to implement, administer, and enforce the provisions of the regulations listed in chapter 13 of the Roswell City Code. Deputy fire marshals and other officials may be appointed to serve under the direction of the fire marshal and shall be considered part of the Fire Prevention Bureau.

State law reference(s)—Authority to issue permit, NMSA 1978, § 60-2C-4.

Secs. 13-3 Limits.

(a) Application of the adopted codes shall be limited to within the City of Roswell's jurisdictional boundaries and any other areas where an MOU with the State Fire Marshal has been established. The specific geographic limits referred to in certain sections of the 2024 International Fire Code are hereby established in accordance with the City of Roswell Zoning Ordinance:

1. The limits referred to in Section 5704.2.9.6.1 in which storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited are: all residential districts.

2. The limits referred to in Section 5706.2.4.4 in which storage of Class I and Class II liquids in above-ground tanks is prohibited are: all residential districts.

3. The limits referred to in Sections 5806.2 in which the storage of flammable cryogenic fluids in stationary containers outside buildings are: all residential districts and all commercial districts.

4. The limits referred to in Section 6104.2 in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas are: all districts except C-2 community commercial district, I-1 light industrial district and I-2 heavy industrial districts.

(Code 1984 § 13-26; Ord. No. 1322, 4-1999; Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 3, 11-12-2015)

State law reference(s)—Adoption by reference, NMSA 1978, § 3-17-6.

Secs 13-4—13-5. Reserved.

ARTICLE II. TECHNICAL STANDARDS

DIVISION 1. INTERNATIONAL FIRE CODE

Sec. 13-6. 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.

(b) A copy of the 2024 International Fire Code shall be kept in the office of the fire marshal and shall be available for inspection during the normal and regular business hours of the fire marshal.

(c) No person shall violate any of the provisions of the 2024 International Fire Code as adopted by reference in subsection (a) above, or any of the National Fire Prevention Association (NFPA) codes or standards as adopted by reference in division 2 section 13-9 of this Code. A violation of the provisions of any of the foregoing codes and standards shall be subject to the penalties set forth in Section 15-12 of the Roswell City Code.

(Ord. No. 15-14, § 2, 11-12-2015)

Ord. No. 15-14, § 2, adopted Nov. 12, 2015, changed the title of § 13-11 from "Adopted" to read as herein set out.

Sec. 13-7. Amendments to 2024 edition of International Fire Code.

(a) The following are changes to certain provisions of the 2024 International Fire Code as adopted that are specific to the City of Roswell. The corresponding sections of the 2024 International Fire Code, hereinafter in this section referred to as the IFC, are hereby amended to read as follows:

(1) Section 101.1 of the IFC is amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Roswell, New Mexico, herein after referred to as "this code."

(2) Section 102.7 of the IFC is amended to read as follows:

102.7 Referenced Codes and Standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80, except as noted below:

1. Any reference to the "ICC Electrical Code" shall be deemed to mean the New Mexico Electrical code.

2. Any reference to the "International Building code" shall be deemed to mean the New Mexico Commercial Code.

3. Any reference to the "International Existing Building Code" shall be deemed to mean the New Mexico Existing Building Code.

4. Any reference to the "International Mechanical Code" shall be deemed to mean the New Mexico Mechanical Code.

5. Any reference to the "International Fuel Gas Code" shall be deemed to mean the New Mexico Mechanical Code or the New Mexico LPG Standards, as appropriate.

6. Any reference to the "International Plumbing Code" shall be deemed to mean the New Mexico Plumbing Code.

7. Any reference to the "International Residential Code" shall be deemed to mean the New Mexico Residential Building Code.

(3) Section 105.3.7 of the IFC is amended to read as follows:

105.3.7 Information on the Permit. The fire code official may require and issue any permits listed by this code, on an approved form furnished for that purpose. The permit shall contain a general description of the operation or occupancy and its location and any other information required by the fire code official. Issued permits shall bear the signature of the fire code official or other approved legal authorization.

(4) Section 105.5.34 of the IFC is amended to read as follows:

1 105.5.34 Mobile food preparation vehicles. An operational permit is required for mobile food
2 preparation vehicles.

3 (5) Section 112 of the IFC is amended to read as follows:

4 112.1. Means of appeals. In order to hear and decide appeals of orders, decisions or determinations
5 made by the fire code official relative to the application and interpretation of this code, there shall
6 be and is hereby created a board of appeals. The board of appeals shall be appointed by the
7 applicable governing authority and shall hold office at its pleasure. The fire code official shall be
8 an ex officio member of said board but shall not have a vote on any matter before the board. The
9 board shall adopt rules of procedure for conducting its business and shall render all decisions and
10 findings in writing to the appellant with a duplicate copy to the fire code official.

11 112.2 Limitations on authority.

12 An application for appeal shall be based on a claim that the true intent of this code or the rules
13 legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not
14 fully apply or an equivalent or better form of construction is proposed. The board shall not have
15 authority to waive requirements of this code or interpret the administration of this code.

16 111.3 Qualifications.

17 The board of appeals shall consist of members who are qualified by experience and training to
18 pass on matters pertaining to hazards of fire, explosions, hazardous conditions or fire protection
19 systems, and are not employees of the jurisdiction.

20 (6) Section 202 of the IFC is amended to include the following definition:

21 APARTMENT HOUSE. Any building or portion thereof that contains three or more dwelling
22 units. For the purposes of this code, privately owned condominiums are not apartment houses.

23 (7) Section 307.2 of the IFC is amended to read as follows:

24 307.2 Permit Required. A permit shall be obtained from the fire department prior to conducting
25 any open burning or any kindling of a recreational fire or a bonfire.

26 (8) Section 506.1 of the IFC is amended to read as follows:

27 506.1 Where required. Properties, other than one- or two-family dwellings, that are protected by a
28 fire alarm system or an automatic fire sprinkler system shall have a key box installed in an
29 approved location. Where access to or within a structure or an area is restricted because of secured
30 openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire
31 code official is authorized to require a key box to be installed in an approved location. The key
32 box shall be of an approved type and shall contain keys to gain necessary access as required by the
33 fire code official.

34 (9) Section 506.2 of the IFC is amended to read as follows:

35 506.2 Key box maintenance. Updated equipment shall be provided for every facility, building or
36 portion of a building hereafter constructed or moved into required to have an approved key box by
37 section 506.1. The operator of the building shall immediately notify the fire code official and

provide the new key where a lock is changed or rekeyed. The key to such lock shall be secured in the key box.

(10) The definition of Standpipe Systems, Classes of, in Section 902.1 of the IFC, is amended to read as follows:

Standpipe Systems, Classes of. Standpipe classes are as follows:

Class I System. A system providing 2.5-inch (64mm) hose connections to supply water for use by fire departments and those trained in handling heavy fire streams. Class II and Class III standpipe systems are not permitted in the City of Roswell.

(11) Section 903.2 is amended by the deletion of the exception.

(12) Section 903.2.11.5 of the IFC is deleted in its entirety.

(13) Section 905.3.1 of the IFC is amended to read as follows, with the exceptions as published remaining unchanged:

905.3.1 Building Height. Class I standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.

(14) Section 905.4 shall be amended to include a new subsection 7, to read as follows:

7. In Group A-1 and A-2 occupancies with occupant loads of more than 1,000, hose connections shall be located on each side of any stage, on each side of the rear of the auditorium, on each side of the balcony, and on each tier of dressing rooms.

(15) Sections 905.5 through 905.7 of the IFC, inclusive, are deleted in their respective entireties.

(16) Section 912.3 of the IFC is amended to read as follows:

912.3 Thread Size. Fire Department connections shall have fittings with the thread size 3.090 inches by 8 threads per inch.

(17) Table 1004.1.2 of the IFC is amended to read as follows:

The floor area for assembly occupancies with fixed seats shall be determined based on Section 1004.4.

(18) Section 1010.1.4.8 of the IFC is amended to read as follows:

1010.1.4.8 Access-controlled egress doors. When approved by the fire code official, the entrance doors in a means of egress in buildings with an occupancy in Group A, B, E, I-2, M, R-1, or R-2 and entrance doors to tenant spaces in occupancies in Groups a, B, E, I-2, M, R-1 and R-2 are permitted to be equipped with an approved entrance and egress access control system which shall be installed in accordance with all of the following criteria: (Listed criteria 1 through 6 remain as published)

(19) Section 1010.1.9.7 is amended to read as follows:

1010.1.9.7 Delayed egress locks. When approved by the fire code official, approved, listed, delayed egress locks may be permitted to be installed on doors serving any occupancy except Group A, E and H occupancies in buildings that are equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or an approved automatic smoke or heat detection system installed in accordance with Section 907, provided that the doors unlock in accordance with items 1 through 6 below. A building occupant shall not be required to pass through more than one door equipped with a delayed egress lock before entering an exit. (Listed items 1 through 6 remain as published.)

(20) Section 1010.3 is amended to read as follows:

1010.3 Turnstiles. When turnstiles or similar devices that restrict travel to one direction are allowed by the fire code official, they shall not be placed so as to obstruct any required means of egress. (Exception remain as published.)

(21) 1103.5.3 is amended to insert the date by which a sprinkler system must be installed

Within two years of written notice.

(22) Section 3310 of the IFC, as previously added to the 2009 International Fire Code by Ordinance 10-09, is repealed in its entirety.

(23) Section 5706.2.5 is amended to read as follows:

5706.2.5 Type of Tank. Tanks shall be provided with top openings only. Gravity discharge tanks shall not be permitted.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 4, 11-12-2015)

Ord. No. 15-14, § 4, adopted Nov. 12, 2015, changed the title of § 13-13 from "Amendments" to read as herein set out.

Sec. 13-8. International Fire Code Appendices.

(a) The following appendices to the 2024 International Fire Code are hereby adopted, by reference, with the listed amendments:

(1) Appendix B—Fire-Flow Requirements for Buildings.

(2) Appendix C—Fire Hydrant Locations and Distribution.

(3) Appendix D—Fire Apparatus Access Roads.

(4) Appendix N—Indoor Trade Shows and Exhibitions

(b) Appendix D to the 2024 International Fire Code, as adopted by reference, is hereby amended and changed in the following respects:

City Council **100 of 329**
(1) Section D104.1 is amended to read as follows:

Roswell, NM

D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have at least two means of fire apparatus access for each structure.

(2) The exception to Section D104.2 is amended to read as follows:

Exception: When approved by the fire code official, projects having a gross building area of up to 124,000 square feet (11,520 m²) that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic fire sprinkler systems.

(3) Section D105.1 is amended to read as follows:

D105.1 Where required. Where required by the fire code official, buildings or portions of buildings or facilities exceeding 30 feet (9144 mm) in height above the lowest level of fire department vehicle access shall be provided with approved fire department access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial apparatus access roadway.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 5, 11-12-2015)

DIVISION 2. NATIONAL FIRE PROTECTION ASSOCIATION

Secs. 13-9 NFPA codes adopted by reference.

(a) There is hereby adopted by reference the most recently published edition of the following codes or standards, as published by the National Fire Protection Association:

1. NFPA 101—Life Safety Code
2. NFPA 10—Standard for portable fire extinguishers.
3. NFPA 13—Standard for the Installation of Sprinkler Systems.
4. NFPA 13R—Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height.
5. NFPA 13D—Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes.
6. NFPA 17A—Standard for Wet Chemical Extinguishing Systems
7. NFPA 30—Flammable and Combustible Liquids Code
8. NFPA 20—Installation of Stationary Pumps.
9. NFPA 24—Private Fire Service Mains.
10. NFPA 25—Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.
11. NFPA 58—Liquefied Petroleum Gas Code

1 12. NFPA 72—National Fire Alarm Code.

2 13. NFPA 96—Standard for Ventilation Control and Fire Protection of Commercial Cooking
3 Operations

4 14. NFPA 110—Standard for Emergency and Standby Power Systems

5 15. NFPA 111—Standard on Stored Electrical Energy Emergency and Standby Power Systems

6 16. NFPA 241—Standard for Safeguarding Construction, Alteration, and Demolition Operations

7 17. NFPA 407—Standard for Aircraft Fuel Servicing

8 18. NFPA 409—Standard on Aircraft Hangars.

9 19. NFPA 855—Standard for the Installation of Stationary Energy Storage Systems

10 20. NFPA 1123—Code for Fireworks Display.

11 21. NFPA 1124—Code for the Manufacture, Transportation, and Storage of Fireworks and
12 Pyrotechnic Articles.

13 22. NFPA 1126—Standard for the Use of Pyrotechnics Before a Proximate Audience.

14 (b) The 2024 International Fire Code, as adopted in Section 13-6 above, makes reference to
15 specific sections of certain NFPA codes and standards that may be earlier editions of those
16 adopted by subsection (2) above. When there is found to be any conflicting requirement between
17 such editions of NFPA standards or codes, the requirement of the section listed in the 2024
18 International Fire code, or whichever is deemed more appropriate by the fire code official shall
19 apply.

20 (c) A copy of such adopted NFPA standards or codes shall be kept in the office of the fire marshal,
21 and shall be available for inspection during the normal and regular business hours of the fire
22 marshal.

23 (Ord. No. 1322, 4-1999, Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 1,
24 11-12-2015)

25 Ord. No. 15-14, § 1, adopted Nov. 12, 2015, changed the title of § 13-10 from "NFPA codes" to
26 read as herein set out.

27 **Secs. 13-10—13-17. Reserved.**

28 **ARTICLE III. INTERFERENCE WITH FIRE CONTROLS AND FIRE LANES**

29 **Sec. 13-18. Interference with fire controls.**

30 It shall be unlawful for any person to commit interfering with fire controls, consisting of:

31 (1) Interfering with the proper functioning of a fire alarm system or a fire suppression system; or

(2) Giving a false alarm, which is the willful and knowing initiation or transmission of a signal, message, or other notification of a fire, medical emergency, or other emergency when no such danger exists.

(Code 1984 § 12-12; Ord. No. 00-7, § 3, 9-2000; Ord. No. 05-07, 10-2005)

State law reference(s)—False fire alarms, NMSA 1978, § 30-7-21.

Sec. 13-19. Fire lanes.

(a) Fire lanes, or fire apparatus access roads, referred to in Section 503 of the International Fire Code, shall be established on private property devoted to public use where the parking of motor vehicles or other obstructions can interfere with the ingress and egress of the fire department vehicles for protection of persons and property. The fire code official shall establish the location, size and marking of the fire lanes with due regard for all attendant factors, including risk, location and access to structures. Fire lanes will be designated by red curb with white letters stating "no parking - fire lane," or by a sign at least 12 inches by 18 inches with white reflective background and red letters stating "no parking -fire lane," which must be approved by the fire code official.

(b) Fire lanes established under this section shall be indicated on documents maintained by the fire department and shall be clearly indicated at the site of each fire lane. The fire department shall be responsible for enforcing compliance with the requirements for painting, signing, or otherwise marking fire lanes.

(c) Parking of motor vehicles or otherwise obstructing fire lanes designated under authority of this section shall be prohibited at all times and such prohibitions may be enforced by issuance of citations by the police or fire departments and by removal of the obstructing vehicles or materials. In the event that vehicles or material are removed pursuant to this section, a citation shall also be issued to the operators of the vehicles or owners of the materials. Citations issued hereunder shall be answerable in the municipal court.

(Ord. No. 15-14, § 6, 11-12-2015)

ARTICLE IV. CONSUMER FIREWORKS

Sec. 13-20. General.

The retail sale, possession and use of UN 1.4G fireworks, also known as consumer fireworks or common fireworks, shall comply with this section.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-21. Permit application.

Prior to issuance of a permit for retail sales of consumer fireworks, the sales location and the stock of fireworks shall be approved.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-22. Fireworks to be sold.

1 The applicant for a permit shall furnish to the fire code official a list of all articles of fireworks to
2 be sold for approval before the fireworks are offered for retail sale. The list shall indicate the
3 description of each article as prescribed in NMSA 1978, § 60-2C-2.

4 (Ord. No. 15-14, § 8, 11-12-2015)

5 Sec. 13-23. Questionable fireworks.

6 When it appears to the fire code official that an article of fireworks on an applicant's list or in a
7 permit holder's inventory is not in accordance with NMSA 1978, § 60-2C-2 and Section 13-24 of
8 this Code, the applicant or permit holder may request that the fire code official submit samples of
9 the questionable article to an independent laboratory acceptable to the code official for a
10 determination of the description or content of the article. Any expense occurred by such
11 examination shall be the responsibility of the applicant or permit holder.

12 (Ord. No. 15-14, § 8, 11-12-2015)

13 Sec. 13-24. Permitted fireworks.

14 Permissible fireworks are set out in NMSA 1978, § 60-2C-7 with the exception of ground audible
15 devices and the following aerial devices: aerial spinners, helicopters, missile-type rockets and
16 stick-type rockets as defined in NMSA 1978, § 60-2C-2. It shall be unlawful for anyone to use,
17 possess, or sell at retail any fireworks except permissible fireworks.

18 Exceptions:

19 (1) Display fireworks handled or used in compliance with this chapter and NFPA 1123.

20 (2) Pyrotechnic materials handled or used in compliance with this chapter and NFPA 1126.

21 (3) Fireworks manufactured, transported, or stored in compliance with this chapter and NFPA
22 1124.

23 (Ord. No. 15-14, § 8, 11-12-2015)

24 Sec. 13-25. Regulated activities.

25 The use and sale of permissible fireworks shall be subject to the provisions of NMSA 1978, § 60-
26 2C-8.

27 (Ord. No. 15-14, § 8, 11-12-2015)

28 ARTICLE V. CERTIFICATE OF FITNESS

29 Sec. 13-26. General.

30 Where required by the fire code official, no person shall conduct a regulated operation, install,
31 inspect, maintain, service, tag or repair fire protection equipment or systems unless he or she has
32 first obtained a certificate of fitness from the City of Roswell Fire Prevention Bureau in
33 compliance with these rules. Any person holding a certificate of fitness shall have a copy of it
34 available in all service vehicles and offices for review if requested during inspection by the fire

code official. Certificates of fitness are not transferable to other parties, are not effective in any other jurisdiction, and do not waive the requirements of the State of New Mexico issued certificate of fitness program or be used in lieu of.

a) The purpose of this action is to assure a minimum level of qualification prior to any installation, inspection, maintenance, and repair of fire protection equipment; promote fire prevention and awareness; and to not discourage business owners from implementing fire protection equipment due to poor experiences with equipment services or installations.

b) Types of certificates. The fire marshal may issue certificates of fitness for installation, inspection, maintenance, repair, recharging or tagging, or involvement in the following disciplines:

1. Automatic fire suppression systems and fire pumps

2. Automatic chemical extinguishing systems

3. Fire detection and alarms

4. Fire extinguishers

5. Fire and smoke dampers

6. Underground fire lines

7. Commercial kitchen hood cleaning and inspection

8. Fire watch or site safety coordinator

Sec. 13-27. Application and fees.

(a) Applications must be completed and submitted to the Fire Prevention Bureau as instructed on the fire marshal's developed procedures.

(b) There shall be a fee of \$50.00 paid to the city for any certificate of fitness application required by the fire code official.

(c) Renewals made necessary due to change of applicant or status will be done at one half the original amount.

(d) Renewals due to revocation will be charged the same as the original fee but may incur additional requirements of training.

Sec. 13-28. Expiration and revocation of certificate.

(a) Expiration. A certificate of fitness automatically expires at the conclusion of the time period for which it was issued.

(b) Revocation. The fire marshal or his designee may revoke a certificate if:

(1) any of the required licenses or qualifications of the applicant expire, are canceled or are

1 revoked;

2 (2) during an inspection, the fire marshal or AHJ finds a substantial violation of these rules

3 or applicable codes for a discipline for which the certificate has been issued;

4 (3) the applicant made false statements or misrepresentations of material fact in the

5 application or documentation submitted with the application; or

6 (4) the certificate was issued in error or in violation of an applicable statute or these rules

7 (5) the applicant or his designee failed to conduct themselves in a professional manor during an
8 inspection.

9 (6) Three or more counts of failed inspections

10 **ARTICLE VI. PERMIT/INSPECTION FEES**

11 Sec. 13-27. Permit/Inspection fees.

12 (a) There shall be a fee of \$100.00 paid to the city for any operational or construction permit
13 required by the fire code official in accordance with the International Fire Code. Additional fees
14 will be applied to certain construction permits as outlined in Table 13-19(a). Any work
15 commenced prior to issuance of a required permit as described in Section 107.4 will be subject to
16 double the original amount.

17 Exceptions:

18 (1) There shall be no fee charged for open burning.

19 (2) The fee for a permit to sell consumer fireworks at retail shall be \$50.00. This fee shall be paid
20 to the city only once per calendar year per applicant for a given sales location.

21 (b) There shall be no fees required for annual inspections, permit inspections or new business
22 inspections of any business within the first or second visit. Where it is found that any or all
23 violations have not been corrected on the second visit, there shall be a fee of \$100.00 paid to the
24 city for a third visit as a reinspection fee. Any inspections resulting from a complaint, or
25 investigation may be subject to the reinspection fee as required by the fire code official. Additional
26 fees will be applied to subsequent inspections and/or court citations issued.

27 **Table 13-19(a)**

28 * Fire alarm devices include alarm panel, transmitting device, initiating device, and notification
29 device.

30 (Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 7, 11-12-2015)

1
2
3
4 SECTION 2. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby
5 repealed to the extent of such inconsistency. This repealer shall not be construed to revive any
6 ordinance or part of any ordinance heretofore repealed.
7

8 SECTION 3. If any section, paragraph, clause or provisions of this ordinance for any reason shall
9 be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph,
10 clause or provision shall not affect any other part of this ordinance.
11

12 SECTION 4. This ordinance shall be effective after five (5) days following its publication as
13 required by law.
14

15 PASSED, ADOPTED, SIGNED and APPROVED _____, _____.
16

17 CITY SEAL
18
19
20

21 _____
22 Timothy Z. Jennings, Mayor
23

24 ATTEST
25
26

27 _____
28 Amalia Martinez, City Clerk
29

30 Underscoring indicates addition to existing Code section.
31 ~~Strike through~~ indicates delete of an existing Code section.
32

Chapter 13 FIRE PREVENTION AND PROTECTION

ARTICLE I. IN GENERAL

~~Sec. 13-1. Interference with fire controls.~~

~~It shall be unlawful for any person to commit interfering with fire controls, consisting of:~~

- ~~(1) Interfering with the proper functioning of a fire alarm system or a fire suppression system; or~~
- ~~(2) Giving a false alarm, which is the willful and knowing initiation or transmission of a signal, message, or other notification of a fire, medical emergency, or other emergency when no such danger exists.~~

~~(Code 1984 § 12-12; Ord. No. 00-7, § 3, 9-2000; Ord. No. 05-07, 10-2005)~~

~~State law reference(s)—False fire alarms, NMSA 1978, § 30-7-21.~~

Sec. 13-1. Provisions.

The governing body of the City of Roswell does ordain as follows: The City of Roswell Fire Department, in the State of New Mexico is the authority having jurisdiction in regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; and providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

Sec. 13-22. Fire Marshal.

The chief of the fire department shall appoint a fire marshal as the fire code official to implement, administer, and enforce the provisions of the regulations listed in chapter 13 of the Roswell City Code. Deputy fire marshals and other officials may be appointed to serve under the direction of the fire marshal and shall be considered part of the Fire Prevention Bureau.

(Code 1984 12-2; Ord. No. 1320, 4-1999; Ord. No. 1322, 4-1999; Ord. No. 05-07, 10-2005)

State law reference(s)—Authority to issue permit, NMSA 1978, § 60-2C-4.

Secs. 13-33 Limits.

(a) Application of the adopted codes shall be limited to within the City of Roswell's jurisdictional boundaries and any other areas where an MOU with the State Fire Marshal has been established. The specific geographic limits referred to in certain sections of the 2024 International Fire Code are hereby established in accordance with the City of Roswell Zoning Ordinance:

1. The limits referred to in Section 5704.2.9.6.1 in which storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited are: all residential districts.
2. The limits referred to in Section 5706.2.4.4 in which storage of Class I and Class II liquids in above-ground tanks is prohibited are: all residential districts.

-
3. The limits referred to in Sections 5806.2 in which the storage of flammable cryogenic fluids in stationary containers outside buildings are: all residential districts and all commercial districts.
 4. The limits referred to in Section 6104.2 in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas are: all districts except C-2 community commercial district, I-1 light industrial district and I-2 heavy industrial districts.

(Code 1984 § 13-26; Ord. No. 1322, 4-1999; Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 3, 11-12-2015)

State law reference(s)—Adoption by reference, NMSA 1978, § 3-17-6.

Secs 13-4—13-5. Reserved.

ARTICLE II. TECHNICAL STANDARDS

DIVISION 1. ~~GENERALLY~~INTERNATIONAL FIRE CODE

Sec. 13-6. ~~NFPA codes adopted by reference.~~

- ~~(a) — There is hereby adopted by reference the most recently published edition of the following codes or standards, as published by the National Fire Protection Association:~~
- ~~(1) — NFPA 10 — Standard for portable fire extinguishers.~~
 - ~~(2) — NFPA 13 — Standard for the Installation of Sprinkler Systems.~~
 - ~~(3) — NFPA 13R — Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height.~~
 - ~~(4) — NFPA 13D — Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes.~~
 - ~~(5) — NFPA 20 — Installation of Stationary Pumps.~~
 - ~~(6) — NFPA 24 — Private Fire Service Mains.~~
 - ~~(7) — NFPA 25 — Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.~~
 - ~~(8) — NFPA 72 — National Fire Alarm Code.~~
 - ~~(9) — NFPA 409 — Standard on Aircraft Hangars.~~
 - ~~(10) — NFPA 1123 — Code for Fireworks Display.~~
 - ~~(11) — NFPA 1124 — Code for the Manufacture, Transportation, and Storage of Fireworks and Pyrotechnic Articles.~~
 - ~~(12) — NFPA 1126 — Standard for the Use of Pyrotechnics Before a Proximate Audience.~~
- ~~(b) — The 2015 International Fire Code, as adopted in section 13-11 below, makes reference to specific sections of certain NFPA codes and standards that may be earlier editions of those adopted by subsection (2) above. When there is found to be any conflicting requirement between such editions of NFPA standards or codes, the requirement of the section listed in the 2015 International Fire code shall apply.~~
- ~~(c) — A copy of such adopted NFPA standards or codes shall be kept in the office of the fire marshal, and shall be available for inspection during the normal and regular business hours of the fire marshal.~~

~~(Ord. No. 1322, 4-1999, Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 1, 11-12-2015)~~

~~Ord. No. 15-14, § 1, adopted Nov. 12, 2015, changed the title of § 13-10 from "NFPA codes" to read as herein set out.~~

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.~~
- ~~(b) A copy of the 2024 International Fire Code shall be kept in the office of the fire marshal and shall be available for inspection during the normal and regular business hours of the fire marshal.~~
- ~~(c) No person shall violate any of the provisions of the 2024 International Fire Code as adopted by reference in subsection (a) above, or any of the National Fire Prevention Association (NFPA) codes or standards as adopted by reference in division 2 section 13-9 of this Code. A violation of the provisions of any of the foregoing codes and standards shall be subject to the penalties set forth in Section 15-12 of the Roswell City Code.~~

~~(Ord. No. 15-14, § 2, 11-12-2015)~~

~~Ord. No. 15-14, § 2, adopted Nov. 12, 2015, changed the title of § 13-11 from "Adopted" to read as herein set out.~~

Sec. 13-7. Amendments to 2024 edition of International Fire Code.

- ~~(a) The following are changes to certain provisions of the 2024 International Fire Code as adopted that are specific to the City of Roswell. The corresponding sections of the 2024 International Fire Code, hereinafter in this section referred to as the IFC, are hereby amended to read as follows:
 - ~~(1) Section 101.1 of the IFC is amended to read as follows:
101.1 Title. These regulations shall be known as the Fire Code of the City of Roswell, New Mexico, herein after referred to as "this code."~~
 - ~~(2) Section 102.7 of the IFC is amended to read as follows:
102.7 Referenced Codes and Standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80, except as noted below:
 - ~~1. Any reference to the "ICC Electrical Code" shall be deemed to mean the New Mexico Electrical code.~~
 - ~~2. Any reference to the "International Building code" shall be deemed to mean the New Mexico Commercial Code.~~
 - ~~3. Any reference to the "International Existing Building Code" shall be deemed to mean the New Mexico Existing Building Code.~~
 - ~~4. Any reference to the "International Mechanical Code" shall be deemed to mean the New Mexico Mechanical Code.~~
 - ~~5. Any reference to the "International Fuel Gas Code" shall be deemed to mean the New Mexico Mechanical Code or the New Mexico LPG Standards, as appropriate.~~
 - ~~6. Any reference to the "International Plumbing Code" shall be deemed to mean the New Mexico Plumbing Code.~~~~~~

7. Any reference to the "International Residential Code" shall be deemed to mean the New Mexico Residential Building Code.

(3) Section 105.3.7 of the IFC is amended to read as follows:

105.3.7 Information on the Permit. The fire code official may require and issue any permits listed by this code, on an approved form furnished for that purpose. The permit shall contain a general description of the operation or occupancy and its location and any other information required by the fire code official. Issued permits shall bear the signature of the fire code official or other approved legal authorization.

(4) Section 105.5.34 of the IFC is amended to read as follows:

105.5.34 Mobile food preparation vehicles. An operational permit is required for mobile food preparation vehicles.

(5) Section 112 of the IFC is amended to read as follows:

112.1. Means of appeals. When the fire department disapproves an application or refuses to grant a permit applied for as required by this code or when it is claimed that the provisions of this code do not apply or that true intent and meaning of this code has been misconstrued or wrongly interpreted, the applicant may appeal the decision to the City Manager within thirty (30) days of the decision. The applicant may appeal the decision of the City Manager to the governing body within ten (10) days of the City Manager's decision.

(6) Section 202 of the IFC is amended to include the following definition:

APARTMENT HOUSE. Any building or portion thereof that contains three or more dwelling units. For the purposes of this code, privately owned condominiums are not apartment houses.

(7) Section 307.2 of the IFC is amended to read as follows:

307.2 Permit Required. A permit shall be obtained from the fire department prior to conducting any open burning or any kindling of a recreational fire or a bonfire.

(8) Section 506.1 of the IFC is amended to read as follows:

506.1 Where required. Properties, other than one- or two-family dwellings, that are protected by a fire alarm system or an automatic fire sprinkler system shall have a key box installed in an approved location. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official.

(9) Section 506.2 of the IFC is amended to read as follows:

506.2 Key box maintenance. Updated equipment shall be provided for every facility, building or portion of a building whether existing, hereafter constructed or moved into required to have an approved key box by section 506.1. The operator of the building shall immediately notify the fire code official and provide the new key where a lock is changed or rekeyed. The key to such lock shall be secured in the key box.

(10) The definition of Standpipe Systems, Classes of, in Section 902.1 of the IFC, is amended to read as follows:

Standpipe Systems, Classes of. Standpipe classes are as follows:

Class I System. A system providing 2.5-inch (64mm) hose connections to supply water for use by fire departments and those trained in handling heavy fire streams. Class II and Class III standpipe systems are not permitted in the City of Roswell.

(11) Section 903.2 is amended by the deletion of the exception.

(12) Section 903.2.11.5 of the IFC is deleted in its entirety.

(13) Section 905.3.1 of the IFC is amended to read as follows, with the exceptions as published remaining unchanged:

905.3.1 Building Height. Class I standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.

(14) Section 905.4 shall be amended to include a new subsection 7, to read as follows:

7. In Group A-1 and A-2 occupancies with occupant loads of more than 1,000, hose connections shall be located on each side of any stage, on each side of the rear of the auditorium, on each side of the balcony, and on each tier of dressing rooms.

(15) Sections 905.5 through 905.7 of the IFC, inclusive, are deleted in their respective entireties.

(16) Section 912.3 of the IFC is amended to read as follows:

912.3 Thread Size. Fire Department connections shall have fittings with the thread size 3.090 inches by 8 threads per inch.

(17) Table 1004.5 of the IFC is amended to read as follows:

The floor area for assembly occupancies with fixed seats shall be determined based on Section 1004.6.

(18) Section 1010.10 of the IFC is amended to read as follows:

1010.2.10 Access-controlled egress doors. When approved by the fire code official, the entrance doors in a means of egress in buildings with an occupancy in Group A, B, E, I-2, M, R-1, or R-2 and entrance doors to tenant spaces in occupancies in Groups A, B, E, I-2, M, R-1 and R-2 are permitted to be equipped with an approved entrance and egress access control system which shall be installed in accordance with all of the following criteria: (Listed criteria 1 through 6 remain as published)

(19) Section 1010.2.12 is amended to read as follows:

1010.2.12. Delayed egress locks. When approved by the fire code official, approved, listed, delayed egress locks may be permitted to be installed on doors serving any occupancy except Group A, E and H occupancies in buildings that are equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or an approved automatic smoke or heat detection system installed in accordance with Section 907, provided that the doors unlock in accordance with items 1 through 6 below. A building occupant shall not be required to pass through more than one door equipped with a delayed egress lock before entering an exit. (Listed items 1 through 6 remain as published.)

(20) Section 1010.5 is amended to read as follows:

1010.5 Turnstiles. When turnstiles or similar devices that restrict travel to one direction are allowed by the fire code official, they shall not be placed so as to obstruct any required means of egress. (Exception remain as published.)

(21) 1103.5.3 is amended to insert the date by which a sprinkler system must be installed

Within two years of written notice.

(22) Section 3310 of the IFC, as previously added to the 2009 International Fire Code by Ordinance 10-09, is repealed in its entirety.

(23) Section 5706.2.5 is amended to read as follows:

5706.2.5 Type of Tank. Tanks shall be provided with top openings only. Gravity discharge tanks shall not be permitted.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 4, 11-12-2015)

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(Supp. No. 16)

Ord. No. 15-14, § 4, adopted Nov. 12, 2015, changed the title of § 13-13 from "Amendments" to read as herein set out.

Sec. 13-8. International Fire Code Appendices.

(a) The following appendices to the 2024 International Fire Code are hereby adopted, by reference, with the listed amendments:

- (1) Appendix B—Fire-Flow Requirements for Buildings.
- (2) Appendix C—Fire Hydrant Locations and Distribution.
- (3) Appendix D—Fire Apparatus Access Roads.
- (4) Appendix N—Indoor Trade Shows and Exhibitions

(b) Appendix D to the 2024 International Fire Code, as adopted by reference, is hereby amended and changed in the following respects:

(1) Section D104.1 is amended to read as follows:

D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have at least two means of fire apparatus access for each structure.

(2) The exception to Section D104.2 is amended to read as follows:

Exception: When approved by the fire code official, projects having a gross building area of up to 124,000 square feet (11,520 m²) that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic fire sprinkler systems.

(3) Section D105.1 is amended to read as follows:

D105.1 Where required. Where required by the fire code official, buildings or portions of buildings or facilities exceeding 30 feet (9144 mm) in height above the lowest level of fire department vehicle access shall be provided with approved fire department access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial apparatus access roadway.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 5, 11-12-2015)

DIVISION 2. NATIONAL FIRE PROTECTION ASSOCIATION

Secs. 13-~~97~~ NFPA codes adopted by reference.

(a) There is hereby adopted by reference the most recently published edition of the following codes or standards, as published by the National Fire Protection Association:

1. NFPA 101—Life Safety Code
2. NFPA 10—Standard for portable fire extinguishers.
3. NFPA 13—Standard for the Installation of Sprinkler Systems.
4. NFPA 13R—Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height.

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5. NFPA 13D—Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes.
 6. NFPA 17A—Standard for Wet Chemical Extinguishing Systems
 7. NFPA 20—Installation of Stationary Pumps.
 8. NFPA 24—Private Fire Service Mains.
 9. NFPA 25—Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.
 10. NFPA 30—Flammable and Combustible Liquids Code
 11. NFPA 58—Liquefied Petroleum Gas Code
 12. NFPA 72—National Fire Alarm Code.
 13. NFPA 96—Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
 14. NFPA 110—Standard for Emergency and Standby Power Systems
 15. NFPA 111—Standard on Stored Electrical Energy Emergency and Standby Power Systems
 16. NFPA 241—Standard for Safeguarding Construction, Alteration, and Demolition Operations
 17. NFPA 407—Standard for Aircraft Fuel Servicing
 18. NFPA 409—Standard on Aircraft Hangars.
 19. NFPA 855—Standard for the Installation of Stationary Energy Storage Systems
 20. NFPA 1123—Code for Fireworks Display.
 21. NFPA 1124—Code for the Manufacture, Transportation, and Storage of Fireworks and Pyrotechnic Articles.
 22. NFPA 1126—Standard for the Use of Pyrotechnics Before a Proximate Audience.

(b) The 2024 International Fire Code, as adopted in Section 13-6 above, makes reference to specific sections of certain NFPA codes and standards that may be earlier editions of those adopted by subsection (2) above. When there is found to be any conflicting requirement between such editions of NFPA standards or codes, the requirement of the section listed in the 2024 International Fire code, or whichever is deemed more appropriate by the fire code official shall apply.

(c) A copy of such adopted NFPA standards or codes shall be kept in the office of the fire marshal, and shall be available for inspection during the normal and regular business hours of the fire marshal.

(Ord. No. 1322, 4-1999, Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 1, 11-12-2015)

Ord. No. 15-14, § 1, adopted Nov. 12, 2015, changed the title of § 13-10 from "NFPA codes" to read as herein set out.

~~—13-10. Reserved.~~

~~DIVISION 2. INTERNATIONAL FIRE CODE~~

~~Sec. 13-11. International Fire Code adopted by reference.~~

~~(a) — There is hereby adopted by reference the 2015 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.~~

~~(b) — A copy of the 2015 International Fire Code shall be kept in the office of the fire marshal and shall be available for inspection during the normal and regular business hours of the fire marshal.~~

~~(c) — No person shall violate any of the provisions of the 2015 International Fire Code as adopted by reference in subsection (a) above, or any of the National Fire Prevention Association (NFPA) codes or standards as adopted by reference in subsection (a) of section 13-6 of this Code. A violation of the provisions of any of the foregoing codes and standards shall be subject to the penalties set forth in section 15-12 of the Roswell City Code.~~

~~(Ord. No. 15-14, § 2, 11-12-2015)~~

~~Ord. No. 15-14, § 2, adopted Nov. 12, 2015, changed the title of § 13-11 from "Adopted" to read as herein set out.~~

~~Sec. 13-12. Limits.~~

~~(a) — The geographic limits referred to in certain sections of the 2015 International Fire Code are hereby established in accordance with the City of Roswell Zoning Ordinance:~~

~~(1) — The limits referred to in Sections 5504.3.1.1 in which the storage of flammable cryogenic fluids in stationary containers outside buildings are: all residential districts and all commercial districts.~~

~~(2) — The limits referred to in Section 5704.2.9.6.1 in which storage of Class I and Class II liquids in above-ground tanks is prohibited are: all residential districts.~~

~~(3) — The limits referred to in Section 5704.2.9.6.1 in which storage of Class I and Class II liquids in above-ground tanks is prohibited are: all residential districts.~~

~~(4) — The limits referred to in Section 6104.2 in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas are: all districts except C-2 community commercial district, I-1 light industrial district and I-2 heavy industrial districts.~~

~~(Code 1984 § 13-26; Ord. No. 1322, 4-1999; Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 3, 11-12-2015)~~

~~State law reference(s) — Adoption by reference, NMSA 1978, § 3-17-6.~~

~~Sec. 13-13. Amendments to current edition of International Fire Code.~~

~~(a) — The following are changes to certain provisions of the 2015 International Fire Code as adopted that are specific to the City of Roswell. The corresponding sections of the 2015 International Fire Code, hereinafter in this section referred to as the IFC, are hereby amended to read as follows:~~

~~(1) — Section 101.1 of the IFC is amended to read as follows:~~

~~101.1 Title. These regulations shall be known as the Fire Code of the City of Roswell, New Mexico, herein after referred to as "this code."~~

~~(2) — Section 102.7 of the IFC is amended to read as follows:~~

~~102.7 Referenced Codes and Standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80, except as noted below:~~

~~1. — Any reference to the "ICC Electrical Code" shall be deemed to mean the New Mexico Electrical code.~~

~~2. — Any reference to the "International Building code" shall be deemed to mean the New Mexico Commercial Code.~~

~~3. — Any reference to the "International Existing Building Code" shall be deemed to mean the New Mexico Existing Building Code.~~

~~4. — Any reference to the "International Mechanical Code" shall be deemed to mean the New Mexico Mechanical Code.~~

~~5. — Any reference to the "International Fuel Gas Code" shall be deemed to mean the New Mexico Mechanical Code or the New Mexico LPG Standards, as appropriate.~~

~~6. — Any reference to the "International Plumbing Code" shall be deemed to mean the New Mexico Plumbing Code.~~

~~7. — Any reference to the "International Residential Code" shall be deemed to mean the New Mexico Residential Building Code.~~

~~(3) — Section 105.3.7 of the IFC is amended to read as follows:~~

~~105.3.7 Information on the Permit. The fire code official may require and issue any permits listed by this code, on an approved form furnished for that purpose. The permit shall contain a general description of the operation or occupancy and its location and any other information required by the fire code official. Issued permits shall bear the signature of the fire code official or other approved legal authorization.~~

~~(4) — Section 105.6.15 of the IFC is deleted in its entirety.~~

~~(5) — Section 108.1 of the IFC is amended to read as follows:~~

~~108.1. Appeal of department decisions. When the fire department disapproves an application or refuses to grant a permit applied for as required by this code or when it is claimed that the provisions of this code do not apply or that true intent and meaning of this code has been misconstrued or wrongly interpreted, the applicant may appeal the decision to the City Manager within thirty (30) days of the decision. The applicant may appeal the decision of the City Manager to the governing body within ten (10) days of the City Manager's decision.~~

~~(6) — Section 202 of the IFC is amended to include the following definition:~~

~~APARTMENT HOUSE. Any building or portion thereof that contains three or more dwelling units. For the purposes of this code, privately owned condominiums are not apartment houses.~~

~~(7) — Section 307.2 of the IFC is amended to read as follows:~~

~~307.2 Permit Required. A permit shall be obtained from the fire department prior to conducting any open burning or any kindling of a recreational fire or a bonfire.~~

~~(8) — Section 506.1 of the IFC is amended to read as follows:~~

~~506.1 Where required. Properties, other than one or two family dwellings, that are protected by a fire alarm system or an automatic fire sprinkler system shall have a key box installed in an approved location. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official.~~

~~(9) — The definition of Standpipe Systems, Classes of, in Section 902.1 of the IFC, is amended to read as follows:~~

~~Standpipe Systems, Classes of. Standpipe classes are as follows:~~

~~Class I System. A system providing 2.5-inch (64mm) hose connections to supply water for use by fire departments and those trained in handling heavy fire streams. Class II and Class III standpipe systems are not permitted in the City of Roswell.~~

~~(10) — Section 903.2 is amended by the deletion of the exception.~~

~~(11) — Section 903.2.11.5 of the IFC is deleted in its entirety.~~

~~(12) — Section 904.12 of the IFC is amended to read as follows:~~

~~904.12 Commercial cooking systems. Commercial cooking systems, including those that use domestic cooking appliances, that produce grease vapors and are required to have a Type I hood, shall be provided with an approved chemical fire extinguishing system. Pre-engineered automatic wet or dry chemical extinguishment systems shall be tested in accordance with the UL 300 standard and listed and labeled for the intended application. Dry chemical systems shall be installed in accordance with NFPA 17 and wet chemical systems shall be installed in accordance with NFPA 17A.~~

~~(13) — Section 904.12.3 of the IFC shall be amended by adding the following at the end thereof to read as follows:~~

~~904.12.3 Extent of system coverage. The automatic chemical fire extinguishing systems for commercial cooking systems shall be installed to include cooking surfaces, deep fryers, griddles, char broilers, range tops, and grills. Protection shall also be provided for the enclosed plenum space within the hood above filters and exhaust ducts serving the hood.~~

~~(14) — Section 905.3.1 of the IFC is amended to read as follows, with the exceptions as published remaining unchanged:~~

~~905.3.1 Building Height. Class I standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.~~

~~(15) — Section 905.3.4 shall be amended to read as follows:~~

~~905.3.4 Stages. Stages greater than 1,000 square feet in area (93m²) shall be equipped with a Class I wet standpipe system with 2.5-inch (64mm) hose connections on each side of the stage. (The exception is deleted.)~~

~~(16) — Section 905.3.4.1 of the IFC is deleted in its entirety.~~

~~(17) — Section 905.4 shall be amended to include a new subsection 7, to read as follows:~~

~~7. In Group A-1 and A-2 occupancies with occupant loads of more than 1,000, hose connections shall be located on each side of any stage, on each side of the rear of the auditorium, on each side of the balcony, and on each tier of dressing rooms.~~

~~(18) Sections 905.5 through 905.6.2 of the IFC, inclusive, are deleted in their respective entireties.~~

~~(19) The exception to Section 907.2.11.5 is amended to read as follows:~~

~~907.2.11.5 Responsibility for installation and maintenance. Installation and maintenance of single and multiple station smoke alarms in Group R occupancies shall be the responsibility of the property owner. At least once per year, or each time a dwelling is leased or rented, the owner shall ensure that smoke alarms are correctly installed, working and have fresh batteries.~~

~~Exceptions:~~

~~1. When that responsibility is delegated by contract to a property manager, it shall be the property manager's responsibility.~~

~~2. The occupant of a rental or leased dwelling shall be responsible for monthly testing of smoke alarms.~~

~~(20) Section 912.3 of the IFC is amended to read as follows:~~

~~912.3 Thread Size. Fire Department connections shall have fittings with the thread size 3.090 inches by 8 threads per inch.~~

~~(21) Table 1004.1.2 of the IFC is amended to read as follows:~~

~~The floor area for assembly occupancies with fixed seats shall be determined based on Section 1004.4.~~

~~(22) Section 1010.1.4.8 of the IFC is amended to read as follows:~~

~~1010.1.4.8 Access-controlled egress doors. When approved by the fire code official, the entrance doors in a means of egress in buildings with an occupancy in Group A, B, E, I-2, M, R-1, or R-2 and entrance doors to tenant spaces in occupancies in Groups a, B, E, I-2, M, R-1 and R-2 are permitted to be equipped with an approved entrance and egress access control system which shall be installed in accordance with all of the following criteria: (Listed criteria 1 through 6 remain as published)~~

~~(23) Section 1010.1.9.7 is amended to read as follows:~~

~~1010.1.9.7 Delayed egress locks. When approved by the fire code official, approved, listed, delayed egress locks may be permitted to be installed on doors serving any occupancy except Group A, E and H occupancies in buildings that are equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or an approved automatic smoke or heat detection system installed in accordance with Section 907, provided that the doors unlock in accordance with items 1 through 6 below. A building occupant shall not be required to pass through more than one door equipped with a delayed egress lock before entering an exit. (Listed items 1 through 6 remain as published.)~~

~~(24) — Section 1010.3 is amended to read as follows:~~

~~1010.3 Turnstiles. When turnstiles or similar devices that restrict travel to one direction are allowed by the fire code official, they shall not be placed so as to obstruct any required means of egress. (Exception remain as published.)~~

~~(25) — Section 3310 of the IFC, as previously added to the 2009 International Fire Code by Ordinance 10-09, is repealed in its entirety.~~

~~(26) — Section 5706.2.5 is amended to read as follows:~~

~~5706.2.5 Type of Tank. Tanks shall be provided with top openings only. Gravity discharge tanks shall not be permitted.~~

~~(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 4, 11-12-2015)~~

~~Ord. No. 15-14, § 4, adopted Nov. 12, 2015, changed the title of § 13-13 from "Amendments" to read as herein set out.~~

~~Sec. 13-14. International Fire Code Appendices.~~

~~(a) — The following appendices to the 2015 International Fire Code are hereby adopted, by reference, with the listed amendments:~~

~~(1) — Appendix B — Fire Flow Requirements for Buildings.~~

~~(2) — Appendix C — Fire Hydrant Locations and Distribution.~~

~~(3) — Appendix D — Fire Apparatus Access Roads.~~

~~(b) — Appendix D to the 2015 International Fire Code, as adopted by reference, is hereby amended and changed in the following respects:~~

~~(1) — Section D104.1 is amended to read as follows:~~

~~D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have at least two means of fire apparatus access for each structure.~~

~~(2) — The exception to Section D104.2 is amended to read as follows:~~

~~Exception: When approved by the fire code official, projects having a gross building area of up to 124,000 square feet (11,520 m²) that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic fire sprinkler systems.~~

~~(3) — Section D105.1 is amended to read as follows:~~

~~D105.1 Where required. Where required by the fire code official, buildings or portions of buildings or facilities exceeding 30 feet (9144 mm) in height above the lowest level of fire department vehicle access shall be provided with approved fire department access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial apparatus access roadway.~~

~~(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 5, 11-12-2015)~~

Secs. 13-~~105~~—13-~~167~~. Reserved.

ARTICLE III. ADDITIONAL REQUIREMENTS FIRE LANES AND PERMIT FEES

Sec. 13-17 fire alarm system special requirements.

- (1) All buildings or structures required to have a fire alarm system must be equipped with an exterior horn strobe notification device on the front of the building or structure as required by the fire code official.
- (2) Any new building or structure requiring a fire alarm system shall have corridor/area smoke detection for the purpose of rapid response as required by the fire code official. Smoke detection may omit the need for exit coverage of manual alarms when permitted by the fire code official.
- (3) All required fire alarm systems must be addressable regardless of size of building.
- (4) Required Sprinkler systems shall be equipped with a full fire alarm system as required by the fire code official.
- (5) Sprinkler systems shall not be a substitute for automatic smoke detection.

Sec. 13-18. Interference with fire controls.

It shall be unlawful for any person to commit interfering with fire controls, consisting of:

- (1) Interfering with the proper functioning of a fire alarm system or a fire suppression system; or
- (2) Giving a false alarm, which is the willful and knowing initiation or transmission of a signal, message, or other notification of a fire, medical emergency, or other emergency when no such danger exists.

(Code 1984 § 12-12; Ord. No. 00-7, § 3, 9-2000; Ord. No. 05-07, 10-2005)

State law reference(s)—False fire alarms, NMSA 1978, § 30-7-21.

Sec. 13-1~~98~~. Fire lanes.

- (a) Fire lanes, or fire apparatus access roads, referred to in Section 503 of the International Fire Code, shall be established on private property devoted to public use where the parking of motor vehicles or other obstructions can interfere with the ingress and egress of the fire department vehicles for protection of persons and property. The fire code official shall establish the location, size and marking of the fire lanes with due regard for all attendant factors, including risk, location and access to structures. Fire lanes will be designated by red curb with white letters stating "no parking - fire lane," or by a sign at least 12 inches by 18 inches with white reflective background and red letters stating "no parking -fire lane," which must be approved by the fire code official.
- (b) Fire lanes established under this section shall be indicated on documents maintained by the fire department and shall be clearly indicated at the site of each fire lane. The fire department shall be responsible for enforcing compliance with the requirements for painting, signing, or otherwise marking fire lanes.
- (c) Parking of motor vehicles or otherwise obstructing fire lanes designated under authority of this section shall be prohibited at all times and such prohibitions may be enforced by issuance of citations by the police or fire departments and by removal of the obstructing vehicles or materials. In the event that vehicles or material are removed pursuant to this section, a citation shall also be issued to the operators of the vehicles or owners of the materials. Citations issued hereunder shall be answerable in the municipal court.

(Ord. No. 15-14, § 6, 11-12-2015)

Sec. 13-19. Permit fees.

(a) ~~There shall be a fee of \$50.00 paid to the city for any operational permit required by the fire code official in accordance with the International Fire Code, Sections 105.6.1 through 105.6.46.~~

~~Exceptions:~~

- ~~(1) There shall be no fee charged for open burning.~~
- ~~(2) The fee for a permit to sell consumer fireworks at retail shall be \$50.00. This fee shall be paid to the city only once per calendar year per applicant for a given sales location.~~

Table 13-15(b)

Type of System	Permit Fee	IFC Section
Automatic fire sprinkler, 15 or fewer sprinklers	\$100.00	105.7.1
Automatic fire sprinkler, 16 to 50 sprinklers	175.00	105.7.1
Automatic fire sprinkler, more than 51 to 100 sprinklers	225.00	105.7.1
Automatic fire sprinkler, more than 100 sprinklers	300.00	105.7.1
Automatic chemical extinguishing system	100.00	105.7.1
Fire alarm, 10 or fewer devices*	100.00	105.7.5
Fire alarm, 11 to 30 devices*	150.00	105.7.5
Fire alarm, more than 30 devices*	200.00	105.7.5
Fire pump	100.00	105.7.6
Standpipe	100.00	105.7.13
Underground piping	100.00	105.7.1

* Fire alarm devices include alarm panel, transmitting device, initiating device, and notification device.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 7, 11-12-2015)

ARTICLE IV. CONSUMER FIREWORKS

Sec. 13-20. General.

The retail sale, possession and use of UN 1.4G fireworks, also known as consumer fireworks or common fireworks, shall comply with this section.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-21. Permit application.

Prior to issuance of a permit for retail sales of consumer fireworks, the sales location and the stock of fireworks shall be approved.

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(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-22. Fireworks to be sold.

The applicant for a permit shall furnish to the fire code official a list of all articles of fireworks to be sold for approval before the fireworks are offered for retail sale. The list shall indicate the description of each article as prescribed in NMSA 1978, § 60-2C-2.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-23. Questionable fireworks.

When it appears to the fire code official that an article of fireworks on an applicant's list or in a permit holder's inventory is not in accordance with NMSA 1978, § 60-2C-2 and [Section 13-24](#) of this Code, the applicant or permit holder may request that the fire code official submit samples of the questionable article to an independent laboratory acceptable to the code official for a determination of the description or content of the article. Any expense occurred by such examination shall be the responsibility of the applicant or permit holder.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-24. Permitted fireworks.

Permissible fireworks are set out in NMSA 1978, § 60-2C-7 with the exception of ground audible devices and the following aerial devices: aerial spinners, helicopters, missile-type rockets and stick-type rockets as defined in NMSA 1978, § 60-2C-2. It shall be unlawful for anyone to use, possess, or sell at retail any fireworks except permissible fireworks.

Exceptions:

- (1) Display fireworks handled or used in compliance with this chapter and NFPA 1123.
- (2) Pyrotechnic materials handled or used in compliance with this chapter and NFPA 1126.
- (3) Fireworks manufactured, transported, or stored in compliance with this chapter and NFPA 1124.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-25. Regulated activities.

The use and sale of permissible fireworks shall be subject to the provisions of NMSA 1978, § 60-2C-8.

(Ord. No. 15-14, § 8, 11-12-2015)

ARTICLE V. CERTIFICATE OF FITNESS

Sec. 13-26. General.

Where required by the fire code official, no person shall conduct a regulated operation, install, inspect, maintain, service, tag or repair fire protection equipment or systems unless he or she has first obtained a certificate of fitness from the City of Roswell Fire Prevention Bureau in compliance with these rules. Any person holding a certificate of fitness shall have a copy of it available in all service vehicles and offices for review if requested during inspection by the fire code official. Certificates of fitness are not transferable to other parties, are not effective in any other jurisdiction, and shall not waive the requirements of the State of New Mexico issued certificate of fitness program required.

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- a) The purpose of this action is to assure a minimum level of qualification prior to any installation, inspection, maintenance, and repair of fire protection equipment; promote fire prevention and awareness; and to not discourage business owners from implementing fire protection equipment due to poor experiences with equipment services or installations.
 - b) Types of certificates. The fire marshal may issue certificates of fitness for installation, inspection, maintenance, repair, recharging or tagging, or involvement in the following disciplines:
 - 1. Automatic fire suppression systems and fire pumps
 - 2. Automatic chemical extinguishing systems
 - 3. Fire detection and alarms
 - 4. Fire extinguishers
 - 5. Fire and smoke dampers
 - 6. Underground fire lines
 - 7. Commercial kitchen hood cleaning and inspection
 - 8. Fire watch or site safety coordinator

Sec. 13-27. Application and fees.

- (a) Applications must be completed and submitted to the Fire Prevention Bureau as instructed by the fire marshal's developed procedures.
- (b) There shall be a fee of \$50.00 paid to the city for any certificate of fitness application required by the fire code official.
- (c) Renewals made necessary due to change of applicant or status will be done at one half the original amount.
- (d) Renewals due to revocation will be charged the same as the original fee but may incur additional requirements of training.

Sec. 13-28. Expiration and revocation of certificate.

- (a) Expiration. A certificate of fitness automatically expires at the conclusion of the time period for which it was issued.
- (b) Revocation. The fire marshal or his designee may revoke a certificate if:
 - (1) any of the required licenses or qualifications of the applicant expire, are canceled or are revoked;
 - (2) during an inspection, the fire marshal or AHJ finds a substantial violation of these rules or applicable codes for a discipline for which the certificate has been issued;
 - (3) the applicant made false statements or misrepresentations of material fact in the application or documentation submitted with the application; or
 - (4) the certificate was issued in error or in violation of an applicable statute or these rules
 - (5) the applicant or his designee failed to conduct themselves in a professional manor during an inspection.
 - (6) Three or more counts of failed inspections

ARTICLE VI. PERMIT/INSPECTION FEES

Sec. 13-27. Permit/Inspection fees.

(a) There shall be a fee of \$100.00 paid to the city for any operational or construction permit required by the fire code official in accordance with the International Fire Code. Additional fees will be applied to certain construction permits as outlined in Table 13-19(a). Any work commenced prior to issuance of a required permit as described in Section 107.4 will be subject to double the original amount.

Exceptions:

- (1) There shall be no fee charged for open burning.
- (2) The fee for a permit to sell consumer fireworks at retail shall be \$50.00. This fee shall be paid to the city only once per calendar year per applicant for a given sales location.
- (b) There shall be no fees required for annual inspections, permit inspections or new business inspections of any business within the first or second visit. Where it is found that any or all violations have not been corrected on the second visit, there shall be a fee of \$100.00 paid to the city for a third visit as a reinspection fee. Any inspections resulting from a complaint, or investigation may be subject to the reinspection fee as required by the fire code official. Additional fees will be applied to subsequent inspections and/or court citations issued.

Table 13-19(a)

<u>Type of System</u>	<u>Permit Fee</u>	<u>IFC Section</u>
<u>Automatic fire sprinkler, 15 or fewer sprinklers</u>	<u>\$100.00</u>	<u>105.7.1</u>
<u>Automatic fire sprinkler, 16 to 50 sprinklers</u>	<u>175.00</u>	<u>105.7.1</u>
<u>Automatic fire sprinkler, more than 51 to 100 sprinklers</u>	<u>225.00</u>	<u>105.7.1</u>
<u>Automatic fire sprinkler, more than 100 sprinklers</u>	<u>300.00</u>	<u>105.7.1</u>
<u>Automatic chemical extinguishing system, per unit</u>	<u>100.00</u>	<u>105.7.1</u>
<u>Fire alarm, 10 or fewer devices*</u>	<u>100.00</u>	<u>105.7.5</u>
<u>Fire alarm, 11 to 30 devices*</u>	<u>150.00</u>	<u>105.7.5</u>
<u>Fire alarm, more than 30 devices*</u>	<u>200.00</u>	<u>105.7.5</u>
<u>Fire pump, per unit</u>	<u>100.00</u>	<u>105.7.6</u>

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<u>Standpipe, per unit</u>	<u>100.00</u>	<u>105.7.13</u>
<u>Underground piping, per tie in of city main</u>	<u>100.00</u>	<u>105.7.1</u>

* Fire alarm devices include alarm panel, transmitting device, initiating device, and notification device.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 7, 11-12-2015)

Chapter 13 FIRE PREVENTION AND PROTECTION

ARTICLE I. IN GENERAL

Sec. 13-1. Interference with fire controls.

It shall be unlawful for any person to commit interfering with fire controls, consisting of:

- (1) Interfering with the proper functioning of a fire alarm system or a fire suppression system; or
- (2) Giving a false alarm, which is the willful and knowing initiation or transmission of a signal, message, or other notification of a fire, medical emergency, or other emergency when no such danger exists.

(Code 1984 § 12-12; Ord. No. 00-7, § 3, 9-2000; Ord. No. 05-07, 10-2005)

State law reference(s)—False fire alarms, NMSA 1978, § 30-7-21.

Sec. 13-2. Fire marshal.

The chief of the fire department shall appoint a fire marshal as the fire code official to implement, administer, and enforce the provisions of the regulations listed in chapter 13 of the Roswell City Code. Assistant fire marshals may be appointed to serve under the direction of the fire marshal.

(Code 1984 12-2; Ord. No. 1320, 4-1999; Ord. No. 1322, 4-1999; Ord. No. 05-07, 10-2005)

State law reference(s)—Authority to issue permit, NMSA 1978, § 60-2C-4.

Secs. 13-3—13-5. Reserved.

ARTICLE II. TECHNICAL STANDARDS

DIVISION 1. GENERALLY

Sec. 13-6. NFPA codes adopted by reference.

- (a) There is hereby adopted by reference the most recently published edition of the following codes or standards, as published by the National Fire Protection Association:
 - (1) NFPA 10—Standard for portable fire extinguishers.
 - (2) NFPA 13—Standard for the Installation of Sprinkler Systems.
 - (3) NFPA 13R—Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height.
 - (4) NFPA 13D—Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes.

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- (5) NFPA 20—Installation of Stationary Pumps.
 - (6) NFPA 24—Private Fire Service Mains.
 - (7) NFPA 25—Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.
 - (8) NFPA 72—National Fire Alarm Code.
 - (9) NFPA 409—Standard on Aircraft Hangars.
 - (10) NFPA 1123—Code for Fireworks Display.
 - (11) NFPA 1124—Code for the Manufacture, Transportation, and Storage of Fireworks and Pyrotechnic Articles.
 - (12) NFPA 1126—Standard for the Use of Pyrotechnics Before a Proximate Audience.
- (b) The 2015 International Fire Code, as adopted in section 13-11 below, makes reference to specific sections of certain NFPA codes and standards that may be earlier editions of those adopted by subsection (2) above. When there is found to be any conflicting requirement between such editions of NFPA standards or codes, the requirement of the section listed in the 2015 International Fire code shall apply.
 - (c) A copy of such adopted NFPA standards or codes shall be kept in the office of the fire marshal, and shall be available for inspection during the normal and regular business hours of the fire marshal.
- (Ord. No. 1322, 4-1999, Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 1, 11-12-2015)
- Ord. No. 15-14, § 1, adopted Nov. 12, 2015, changed the title of § 13-10 from "NFPA codes" to read as herein set out.

Secs. 13-7—13-10. Reserved.

DIVISION 2. INTERNATIONAL FIRE CODE

Sec. 13-11. International Fire Code adopted by reference.

- (a) There is hereby adopted by reference the 2015 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.
- (b) A copy of the 2015 International Fire Code shall be kept in the office of the fire marshal and shall be available for inspection during the normal and regular business hours of the fire marshal.
- (c) No person shall violate any of the provisions of the 2015 International Fire Code as adopted by reference in subsection (a) above, or any of the National Fire Prevention Association (NFPA) codes or standards as adopted by reference in subsection (a) of section 13-6 of this Code. A violation of the provisions of any of the foregoing codes and standards shall be subject to the penalties set forth in section 15-12 of the Roswell City Code.

(Ord. No. 15-14, § 2, 11-12-2015)

Ord. No. 15-14, § 2, adopted Nov. 12, 2015, changed the title of § 13-11 from "Adopted" to read as herein set out.

Sec. 13-12. Limits.

- (a) The geographic limits referred to in certain sections of the 2015 International Fire Code are hereby established in accordance with the City of Roswell Zoning Ordinance:
- (1) The limits referred to in Sections 5504.3.1.1 in which the storage of flammable cryogenic fluids in stationary containers outside buildings are: all residential districts and all commercial districts.
 - (2) The limits referred to in Section 5704.2.9.6.1 in which storage of Class I and Class II liquids in above-ground tanks is prohibited are: all residential districts.
 - (3) The limits referred to in Section 5704.2.9.6.1 in which storage of Class I and Class II liquids in above-ground tanks is prohibited are: all residential districts.
 - (4) The limits referred to in Section 6104.2 in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas are: all districts except C-2 community commercial district, I-1 light industrial district and I-2 heavy industrial districts.

(Code 1984 § 13-26; Ord. No. 1322, 4-1999; Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 3, 11-12-2015)

State law reference(s)—Adoption by reference, NMSA 1978, § 3-17-6.

Sec. 13-13. Amendments to current edition of International Fire Code.

- (a) The following are changes to certain provisions of the 2015 International Fire Code as adopted that are specific to the City of Roswell. The corresponding sections of the 2015 International Fire Code, hereinafter in this section referred to as the IFC, are hereby amended to read as follows:
- (1) Section 101.1 of the IFC is amended to read as follows:
101.1 Title. These regulations shall be known as the Fire Code of the City of Roswell, New Mexico, herein after referred to as "this code."
 - (2) Section 102.7 of the IFC is amended to read as follows:
102.7 Referenced Codes and Standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80, except as noted below:
 1. Any reference to the "ICC Electrical Code" shall be deemed to mean the New Mexico Electrical code.
 2. Any reference to the "International Building code" shall be deemed to mean the New Mexico Commercial Code.
 3. Any reference to the "International Existing Building Code" shall be deemed to mean the New Mexico Existing Building Code.
 4. Any reference to the "International Mechanical Code" shall be deemed to mean the New Mexico Mechanical Code.
 5. Any reference to the "International Fuel Gas Code" shall be deemed to mean the New Mexico Mechanical Code or the New Mexico LPG Standards, as appropriate.
 6. Any reference to the "International Plumbing Code" shall be deemed to mean the New Mexico Plumbing Code.

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7. Any reference to the "International Residential Code" shall be deemed to mean the New Mexico Residential Building Code.
- (3) Section 105.3.7 of the IFC is amended to read as follows:
- 105.3.7 Information on the Permit.** The fire code official may require and issue any permits listed by this code, on an approved form furnished for that purpose. The permit shall contain a general description of the operation or occupancy and its location and any other information required by the fire code official. Issued permits shall bear the signature of the fire code official or other approved legal authorization.
- (4) Section 105.6.15 of the IFC is deleted in its entirety.
- (5) Section 108.1 of the IFC is amended to read as follows:
- 108.1. Appeal of department decisions.** When the fire department disapproves an application or refuses to grant a permit applied for as required by this code or when it is claimed that the provisions of this code do not apply or that true intent and meaning of this code has been misconstrued or wrongly interpreted, the applicant may appeal the decision to the City Manager within thirty (30) days of the decision. The applicant may appeal the decision of the City Manager to the governing body within ten (10) days of the City Manager's decision.
- (6) Section 202 of the IFC is amended to include the following definition:
- APARTMENT HOUSE.** Any building or portion thereof that contains three or more dwelling units. For the purposes of this code, privately owned condominiums are not apartment houses.
- (7) Section 307.2 of the IFC is amended to read as follows:
- 307.2 Permit Required.** A permit shall be obtained from the fire department prior to conducting any open burning or any kindling of a recreational fire or a bonfire.
- (8) Section 506.1 of the IFC is amended to read as follows:
- 506.1 Where required.** Properties, other than one- or two-family dwellings, that are protected by a fire alarm system or an automatic fire sprinkler system shall have a key box installed in an approved location. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official.
- (9) The definition of Standpipe Systems, Classes of, in Section 902.1 of the IFC, is amended to read as follows:

Standpipe Systems, Classes of. Standpipe classes are as follows:

Class I System. A system providing 2.5-inch (64mm) hose connections to supply water for use by fire departments and those trained in handling heavy fire streams. Class II and Class III standpipe systems are not permitted in the City of Roswell.

- (10) Section 903.2 is amended by the deletion of the exception.
- (11) Section 903.2.11.5 of the IFC is deleted in its entirety.
- (12) Section 904.12 of the IFC is amended to read as follows:
- 904.12 Commercial cooking systems.** Commercial cooking systems, including those that use domestic cooking appliances, that produce grease vapors and are required to have a Type I hood, shall be provided with an approved chemical fire extinguishing system. Pre-engineered automatic wet- or dry-chemical extinguishment systems shall be tested in accordance with the UL 300 standard and listed

and labeled for the intended application. Dry-chemical systems shall be installed in accordance with NFPA 17 and wet chemical systems shall be installed in accordance with NFPA 17A.

- (13) Section 904.12.3 of the IFC shall be amended by adding the following at the end thereof to read as follows:

904.12.3 Extent of system coverage. The automatic chemical fire extinguishing systems for commercial cooking systems shall be installed to include cooking surfaces, deep fryers, griddles, char broilers, range tops, and grills. Protection shall also be provided for the enclosed plenum space within the hood above filters and exhaust ducts serving the hood.

- (14) Section 905.3.1 of the IFC is amended to read as follows, with the exceptions as published remaining unchanged:

905.3.1 Building Height. Class I standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.

- (15) Section 905.3.4 shall be amended to read as follows:

905.3.4 Stages. Stages greater than 1,000 square feet in area (93m²) shall be equipped with a Class I wet standpipe system with 2.5-inch (64mm) hose connections on each side of the stage. (The exception is deleted.)

- (16) Section 905.3.4.1 of the IFC is deleted in its entirety.

- (17) Section 905.4 shall be amended to include a new subsection 7, to read as follows:

7. In Group A-1 and A-2 occupancies with occupant loads of more than 1,000, hose connections shall be located on each side of any stage, on each side of the rear of the auditorium, on each side of the balcony, and on each tier of dressing rooms.

- (18) Sections 905.5 through 905.6.2 of the IFC, inclusive, are deleted in their respective entireties.

- (19) The exception to Section 907.2.11.5 is amended to read as follows:

907.2.11.5 Responsibility for installation and maintenance. Installation and maintenance of single-and multiple-station smoke alarms in Group R occupancies shall be the responsibility of the property owner. At least once per year, or each time a dwelling is leased or rented, the owner shall ensure that smoke alarms are correctly installed, working and have fresh batteries.

Exceptions:

1. When that responsibility is delegated by contract to a property manager, it shall be the property manager's responsibility.
2. The occupant of a rental or leased dwelling shall be responsible for monthly testing of smoke alarms.

- (20) Section 912.3 of the IFC is amended to read as follows:

912.3 Thread Size. Fire Department connections shall have fittings with the thread size 3.090 inches by 8 threads per inch.

- (21) Table 1004.1.2 of the IFC is amended to read as follows:

The floor area for assembly occupancies with fixed seats shall be determined based on Section 1004.4.

- (22) Section 1010.1.4.8 of the IFC is amended to read as follows:

1010.1.4.8 Access-controlled egress doors. When approved by the fire code official, the entrance doors in a means of egress in buildings with an occupancy in Group A, B, E, I-2, M, R-1, or R-2 and entrance doors to tenant spaces in occupancies in Groups a, B, E, I-2, M, R-1 and R-2 are permitted to be equipped with an approved entrance and egress access control system which shall be installed in accordance with all of the following criteria: (Listed criteria 1 through 6 remain as published)

(23) Section 1010.1.9.7 is amended to read as follows:

1010.1.9.7 Delayed egress locks. When approved by the fire code official, approved, listed, delayed egress locks may be permitted to be installed on doors serving any occupancy except Group A, E and H occupancies in buildings that are equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or an approved automatic smoke or heat detection system installed in accordance with Section 907, provided that the doors unlock in accordance with items 1 through 6 below. A building occupant shall not be required to pass through more than one door equipped with a delayed egress lock before entering an exit. (Listed items 1 through 6 remain as published.)

(24) Section 1010.3 is amended to read as follows:

1010.3 Turnstiles. When turnstiles or similar devices that restrict travel to one direction are allowed by the fire code official, they shall not be placed so as to obstruct any required means of egress. (Exception remain as published.)

(25) Section 3310 of the IFC, as previously added to the 2009 International Fire Code by Ordinance 10-09, is repealed in its entirety.

(26) Section 5706.2.5 is amended to read as follows:

5706.2.5 Type of Tank. Tanks shall be provided with top openings only. Gravity discharge tanks shall not be permitted.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 4, 11-12-2015)

Ord. No. 15-14, § 4, adopted Nov. 12, 2015, changed the title of § 13-13 from "Amendments" to read as herein set out.

Sec. 13-14. International Fire Code Appendices.

(a) The following appendices to the 2015 International Fire Code are hereby adopted, by reference, with the listed amendments:

- (1) Appendix B—Fire-Flow Requirements for Buildings.
- (2) Appendix C—Fire Hydrant Locations and Distribution.
- (3) Appendix D—Fire Apparatus Access Roads.

(b) Appendix D to the 2015 International Fire Code, as adopted by reference, is hereby amended and changed in the following respects:

(1) Section D104.1 is amended to read as follows:

D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have at least two means of fire apparatus access for each structure.

(2) The exception to Section D104.2 is amended to read as follows:

Exception: When approved by the fire code official, projects having a gross building area of up to 124,000 square feet (11,520 m²) that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic fire sprinkler systems.

- (3) Section D105.1 is amended to read as follows:

D105.1 Where required. Where required by the fire code official, buildings or portions of buildings or facilities exceeding 30 feet (9144 mm) in height above the lowest level of fire department vehicle access shall be provided with approved fire department access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial apparatus access roadway.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 5, 11-12-2015)

Secs. 13-15—13-17. Reserved.

ARTICLE III. FIRE LANES AND PERMIT FEES

Sec. 13-18. Fire lanes.

- (a) Fire lanes, or fire apparatus access roads, referred to in Section 503 of the International Fire Code, shall be established on private property devoted to public use where the parking of motor vehicles or other obstructions can interfere with the ingress and egress of the fire department vehicles for protection of persons and property. The fire code official shall establish the location, size and marking of the fire lanes with due regard for all attendant factors, including risk, location and access to structures. Fire lanes will be designated by red curb with white letters stating "no parking - fire lane," or by a sign at least 12 inches by 18 inches with white reflective background and red letters stating "no parking -fire lane," which must be approved by the fire code official.
- (b) Fire lanes established under this section shall be indicated on documents maintained by the fire department and shall be clearly indicated at the site of each fire lane. The fire department shall be responsible for enforcing compliance with the requirements for painting, signing, or otherwise marking fire lanes.
- (c) Parking of motor vehicles or otherwise obstructing fire lanes designated under authority of this section shall be prohibited at all times and such prohibitions may be enforced by issuance of citations by the police or fire departments and by removal of the obstructing vehicles or materials. In the event that vehicles or material are removed pursuant to this section, a citation shall also be issued to the operators of the vehicles or owners of the materials. Citations issued hereunder shall be answerable in the municipal court.

(Ord. No. 15-14, § 6, 11-12-2015)

Sec. 13-19. Permit fees.

- (a) There shall be a fee of \$50.00 paid to the city for any operational permit required by the fire code official in accordance with the International Fire Code, Sections 105.6.1 through 105.6.46.

Exceptions:

- (1) There shall be no fee charged for open burning.
- (2) The fee for a permit to sell consumer fireworks at retail shall be \$50.00. This fee shall be paid to the city only once per calendar year per applicant for a given sales location.

Table 13-15(b)

Type of System	Permit Fee	IFC Section
Automatic fire sprinkler, 15 or fewer sprinklers	\$100.00	105.7.1
Automatic fire sprinkler, 16 to 50 sprinklers	175.00	105.7.1
Automatic fire sprinkler, more than 51 to 100 sprinklers	225.00	105.7.1
Automatic fire sprinkler, more than 100 sprinklers	300.00	105.7.1
Automatic chemical extinguishing system	100.00	105.7.1
Fire alarm, 10 or fewer devices*	100.00	105.7.5
Fire alarm, 11 to 30 devices*	150.00	105.7.5
Fire alarm, more than 30 devices*	200.00	105.7.5
Fire pump	100.00	105.7.6
Standpipe	100.00	105.7.13
Underground piping	100.00	105.7.1

* Fire alarm devices include alarm panel, transmitting device, initiating device, and notification device.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 7, 11-12-2015)

ARTICLE IV. CONSUMER FIREWORKS

Sec. 13-20. General.

The retail sale, possession and use of UN 1.4G fireworks, also known as consumer fireworks or common fireworks, shall comply with this section.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-21. Permit application.

Prior to issuance of a permit for retail sales of consumer fireworks, the sales location and the stock of fireworks shall be approved.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-22. Fireworks to be sold.

The applicant for a permit shall furnish to the fire code official a list of all articles of fireworks to be sold for approval before the fireworks are offered for retail sale. The list shall indicate the description of each article as prescribed in NMSA 1978, § 60-2C-2.

(Ord. No. 15-14, § 8, 11-12-2015)

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Sec. 13-23. Questionable fireworks.

When it appears to the fire code official that an article of fireworks on an applicant's list or in a permit holder's inventory is not in accordance with NMSA 1978, § 60-2C-2 and section 13-24 of this Code, the applicant or permit holder may request that the fire code official submit samples of the questionable article to an independent laboratory acceptable to the code official for a determination of the description or content of the article. Any expense occurred by such examination shall be the responsibility of the applicant or permit holder.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-24. Permitted fireworks.

Permissible fireworks are set out in NMSA 1978, § 60-2C-7 with the exception of ground audible devices and the following aerial devices: aerial spinners, helicopters, missile-type rockets and stick-type rockets as defined in NMSA 1978, § 60-2C-2. It shall be unlawful for anyone to use, possess, or sell at retail any fireworks except permissible fireworks.

Exceptions:

- (1) Display fireworks handled or used in compliance with this chapter and NFPA 1123.
- (2) Pyrotechnic materials handled or used in compliance with this chapter and NFPA 1126.
- (3) Fireworks manufactured, transported, or stored in compliance with this chapter and NFPA 1124.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-25. Regulated activities.

The use and sale of permissible fireworks shall be subject to the provisions of NMSA 1978, § 60-2C-8.

(Ord. No. 15-14, § 8, 11-12-2015)

Chapter 13 FIRE PREVENTION AND PROTECTION

ARTICLE I. IN GENERAL

Sec. 13-1. Provisions.

The governing body of the City of Roswell does ordain as follows: The City of Roswell Fire Department, in the State of New Mexico is the authority having jurisdiction in regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; and providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

Sec. 13-2. Fire Marshal.

The chief of the fire department shall appoint a fire marshal as the fire code official to implement, administer, and enforce the provisions of the regulations listed in chapter 13 of the Roswell City Code. Deputy fire marshals and other officials may be appointed to serve under the direction of the fire marshal and shall be considered part of the Fire Prevention Bureau.

(Code 1984 12-2; Ord. No. 1320, 4-1999; Ord. No. 1322, 4-1999; Ord. No. 05-07, 10-2005)

State law reference(s)—Authority to issue permit, NMSA 1978, § 60-2C-4.

Secs. 13-3 Limits.

(a) Application of the adopted codes shall be limited to within the City of Roswell's jurisdictional boundaries and any other areas where an MOU with the State Fire Marshal has been established. The specific geographic limits referred to in certain sections of the 2024 International Fire Code are hereby established in accordance with the City of Roswell Zoning Ordinance:

1. The limits referred to in Section 5704.2.9.6.1 in which storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited are: all residential districts.
2. The limits referred to in Section 5706.2.4.4 in which storage of Class I and Class II liquids in above-ground tanks is prohibited are: all residential districts.
3. The limits referred to in Sections 5806.2 in which the storage of flammable cryogenic fluids in stationary containers outside buildings are: all residential districts and all commercial districts.
4. The limits referred to in Section 6104.2 in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas are: all districts except C-2 community commercial district, I-1 light industrial district and I-2 heavy industrial districts.

(Code 1984 § 13-26; Ord. No. 1322, 4-1999; Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 3, 11-12-2015)

State law reference(s)—Adoption by reference, NMSA 1978, § 3-17-6.

Secs 13-4—13-5. Reserved.

ARTICLE II. TECHNICAL STANDARDS

DIVISION 1. INTERNATIONAL FIRE CODE

Sec. 13-6. 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.
- (b) A copy of the 2024 International Fire Code shall be kept in the office of the fire marshal and shall be available for inspection during the normal and regular business hours of the fire marshal.
- (c) No person shall violate any of the provisions of the 2024 International Fire Code as adopted by reference in subsection (a) above, or any of the National Fire Prevention Association (NFPA) codes or standards as adopted by reference in division 2 section 13-9 of this Code. A violation of the provisions of any of the foregoing codes and standards shall be subject to the penalties set forth in Section 15-12 of the Roswell City Code.

(Ord. No. 15-14, § 2, 11-12-2015)

Ord. No. 15-14, § 2, adopted Nov. 12, 2015, changed the title of § 13-11 from "Adopted" to read as herein set out.

Sec. 13-7. Amendments to 2024 edition of International Fire Code.

- (a) The following are changes to certain provisions of the 2024 International Fire Code as adopted that are specific to the City of Roswell. The corresponding sections of the 2024 International Fire Code, hereinafter in this section referred to as the IFC, are hereby amended to read as follows:
 - (1) Section 101.1 of the IFC is amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Roswell, New Mexico, herein after referred to as "this code."
 - (2) Section 102.7 of the IFC is amended to read as follows:

102.7 Referenced Codes and Standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80, except as noted below:

 - 1. Any reference to the "ICC Electrical Code" shall be deemed to mean the New Mexico Electrical code.
 - 2. Any reference to the "International Building code" shall be deemed to mean the New Mexico Commercial Code.
 - 3. Any reference to the "International Existing Building Code" shall be deemed to mean the New Mexico Existing Building Code.
 - 4. Any reference to the "International Mechanical Code" shall be deemed to mean the New Mexico Mechanical Code.
 - 5. Any reference to the "International Fuel Gas Code" shall be deemed to mean the New Mexico Mechanical Code or the New Mexico LPG Standards, as appropriate.

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6. Any reference to the "International Plumbing Code" shall be deemed to mean the New Mexico Plumbing Code.
7. Any reference to the "International Residential Code" shall be deemed to mean the New Mexico Residential Building Code.
- (3) Section 105.3.7 of the IFC is amended to read as follows:
- 105.3.7 Information on the Permit.** The fire code official may require and issue any permits listed by this code, on an approved form furnished for that purpose. The permit shall contain a general description of the operation or occupancy and its location and any other information required by the fire code official. Issued permits shall bear the signature of the fire code official or other approved legal authorization.
- (4) Section 105.5.34 of the IFC is amended to read as follows:
- 105.5.34 Mobile food preparation vehicles.** An operational permit is required for mobile food preparation vehicles.
- (5) Section 112 of the IFC is amended to read as follows:
- 112.1. Means of appeals.** When the fire department disapproves an application or refuses to grant a permit applied for as required by this code or when it is claimed that the provisions of this code do not apply or that true intent and meaning of this code has been misconstrued or wrongly interpreted, the applicant may appeal the decision to the City Manager within thirty (30) days of the decision. The applicant may appeal the decision of the City Manager to the governing body within ten (10) days of the City Manager's decision.
- (6) Section 202 of the IFC is amended to include the following definition:
- APARTMENT HOUSE.** Any building or portion thereof that contains three or more dwelling units. For the purposes of this code, privately owned condominiums are not apartment houses.
- (7) Section 307.2 of the IFC is amended to read as follows:
- 307.2 Permit Required.** A permit shall be obtained from the fire department prior to conducting any open burning or any kindling of a recreational fire or a bonfire.
- (8) Section 506.1 of the IFC is amended to read as follows:
- 506.1 Where required.** Properties, other than one- or two-family dwellings, that are protected by a fire alarm system or an automatic fire sprinkler system shall have a key box installed in an approved location. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official.
- (9) Section 506.2 of the IFC is amended to read as follows:
- 506.2 Key box maintenance.** Updated equipment shall be provided for every facility, building or portion of a building whether existing, hereafter constructed or moved into required to have an approved key box by section 506.1. The operator of the building shall immediately notify the *fire code official* and provide the new key where a lock is changed or rekeyed. The key to such lock shall be secured in the key box.
- (10) The definition of Standpipe Systems, Classes of, in Section 902.1 of the IFC, is amended to read as follows:
- Standpipe Systems, Classes of.** Standpipe classes are as follows:

Class I System. A system providing 2.5-inch (64mm) hose connections to supply water for use by fire departments and those trained in handling heavy fire streams. Class II and Class III standpipe systems are not permitted in the City of Roswell.

(11) Section 903.2 is amended by the deletion of the exception.

(12) Section 903.2.11.5 of the IFC is deleted in its entirety.

(13) Section 905.3.1 of the IFC is amended to read as follows, with the exceptions as published remaining unchanged:

905.3.1 Building Height. Class I standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.

(14) Section 905.4 shall be amended to include a new subsection 7, to read as follows:

7. In Group A-1 and A-2 occupancies with occupant loads of more than 1,000, hose connections shall be located on each side of any stage, on each side of the rear of the auditorium, on each side of the balcony, and on each tier of dressing rooms.

(15) Sections 905.5 through 905.7 of the IFC, inclusive, are deleted in their respective entireties.

(16) Section 912.3 of the IFC is amended to read as follows:

912.3 Thread Size. Fire Department connections shall have fittings with the thread size 3.090 inches by 8 threads per inch.

(17) Table 1004.5 of the IFC is amended to read as follows:

The floor area for assembly occupancies with fixed seats shall be determined based on Section 1004.6.

(18) Section 1010.10 of the IFC is amended to read as follows:

1010.2.10 Access-controlled egress doors. When approved by the fire code official, the entrance doors in a means of egress in buildings with an occupancy in Group A, B, E, I-2, M, R-1, or R-2 and entrance doors to tenant spaces in occupancies in Groups A, B, E, I-2, M, R-1 and R-2 are permitted to be equipped with an approved entrance and egress access control system which shall be installed in accordance with all of the following criteria: (Listed criteria 1 through 6 remain as published)

(19) Section 1010.2.12 is amended to read as follows:

1010.2.12. Delayed egress locks. When approved by the fire code official, approved, listed, delayed egress locks may be permitted to be installed on doors serving any occupancy except Group A, E and H occupancies in buildings that are equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or an approved automatic smoke or heat detection system installed in accordance with Section 907, provided that the doors unlock in accordance with items 1 through 6 below. A building occupant shall not be required to pass through more than one door equipped with a delayed egress lock before entering an exit. (Listed items 1 through 6 remain as published.)

(20) Section 1010.5 is amended to read as follows:

1010.5 Turnstiles. When turnstiles or similar devices that restrict travel to one direction are allowed by the fire code official, they shall not be placed so as to obstruct any required means of egress. (Exception remain as published.)

(21) 1103.5.3 is amended to insert the date by which a sprinkler system must be installed

Within two years of written notice.

(22) Section 3310 of the IFC, as previously added to the 2009 International Fire Code by Ordinance 10-09, is repealed in its entirety.

(23) Section 5706.2.5 is amended to read as follows:

5706.2.5 Type of Tank. Tanks shall be provided with top openings only. Gravity discharge tanks shall not be permitted.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 4, 11-12-2015)

Ord. No. 15-14, § 4, adopted Nov. 12, 2015, changed the title of § 13-13 from "Amendments" to read as herein set out.

Sec. 13-8. International Fire Code Appendices.

(a) The following appendices to the 2024 International Fire Code are hereby adopted, by reference, with the listed amendments:

- (1) Appendix B—Fire-Flow Requirements for Buildings.
- (2) Appendix C—Fire Hydrant Locations and Distribution.
- (3) Appendix D—Fire Apparatus Access Roads.
- (4) Appendix N—Indoor Trade Shows and Exhibitions

(b) Appendix D to the 2024 International Fire Code, as adopted by reference, is hereby amended and changed in the following respects:

(1) Section D104.1 is amended to read as follows:

D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have at least two means of fire apparatus access for each structure.

(2) The exception to Section D104.2 is amended to read as follows:

Exception: When approved by the fire code official, projects having a gross building area of up to 124,000 square feet (11,520 m²) that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic fire sprinkler systems.

(3) Section D105.1 is amended to read as follows:

D105.1 Where required. Where required by the fire code official, buildings or portions of buildings or facilities exceeding 30 feet (9144 mm) in height above the lowest level of fire department vehicle access shall be provided with approved fire department access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial apparatus access roadway.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 5, 11-12-2015)

DIVISION 2. NATIONAL FIRE PROTECTION ASSOCIATION

Secs. 13-9 NFPA codes adopted by reference.

(a) There is hereby adopted by reference the most recently published edition of the following codes or standards, as published by the National Fire Protection Association:

1. NFPA 101—Life Safety Code
2. NFPA 10—Standard for portable fire extinguishers.

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3. NFPA 13—Standard for the Installation of Sprinkler Systems.
 4. NFPA 13R—Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height.
 5. NFPA 13D—Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes.
 6. NFPA 17A—Standard for Wet Chemical Extinguishing Systems
 7. NFPA 20—Installation of Stationary Pumps.
 8. NFPA 24—Private Fire Service Mains.
 9. NFPA 25—Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.
 10. NFPA 30—Flammable and Combustible Liquids Code
 11. NFPA 58—Liquefied Petroleum Gas Code
 12. NFPA 72—National Fire Alarm Code.
 13. NFPA 96—Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
 14. NFPA 110—Standard for Emergency and Standby Power Systems
 15. NFPA 111—Standard on Stored Electrical Energy Emergency and Standby Power Systems
 16. NFPA 241—Standard for Safeguarding Construction, Alteration, and Demolition Operations
 17. NFPA 407—Standard for Aircraft Fuel Servicing
 18. NFPA 409—Standard on Aircraft Hangars.
 19. NFPA 855—Standard for the Installation of Stationary Energy Storage Systems
 20. NFPA 1123—Code for Fireworks Display.
 21. NFPA 1124—Code for the Manufacture, Transportation, and Storage of Fireworks and Pyrotechnic Articles.
 22. NFPA 1126—Standard for the Use of Pyrotechnics Before a Proximate Audience.
- (b) The 2024 International Fire Code, as adopted in Section 13-6 above, makes reference to specific sections of certain NFPA codes and standards that may be earlier editions of those adopted by subsection (2) above. When there is found to be any conflicting requirement between such editions of NFPA standards or codes, the requirement of the section listed in the 2024 International Fire code, or whichever is deemed more appropriate by the fire code official shall apply.
- (c) A copy of such adopted NFPA standards or codes shall be kept in the office of the fire marshal, and shall be available for inspection during the normal and regular business hours of the fire marshal.
- (Ord. No. 1322, 4-1999, Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 1, 11-12-2015)

Ord. No. 15-14, § 1, adopted Nov. 12, 2015, changed the title of § 13-10 from "NFPA codes" to read as herein set out.

Secs. 13-10—13-16. Reserved.

ARTICLE III. ADDITIONAL REQUIREMENTS

Sec. 13-17 fire alarm system special requirements.

- (1) All buildings or structures required to have a fire alarm system must be equipped with an exterior horn strobe notification device on the front of the building or structure as required by the fire code official.
- (2) Any new building or structure requiring a fire alarm system shall have corridor/area smoke detection for the purpose of rapid response as required by the fire code official. Smoke detection may omit the need for exit coverage of manual alarms when permitted by the fire code official.
- (3) All required fire alarm systems must be addressable regardless of size of building.
- (4) Required Sprinkler systems shall be equipped with a full fire alarm system as required by the fire code official.
- (5) Sprinkler systems shall not be a substitute for automatic smoke detection.

Sec. 13-18. Interference with fire controls.

It shall be unlawful for any person to commit interfering with fire controls, consisting of:

- (1) Interfering with the proper functioning of a fire alarm system or a fire suppression system; or
- (2) Giving a false alarm, which is the willful and knowing initiation or transmission of a signal, message, or other notification of a fire, medical emergency, or other emergency when no such danger exists.

(Code 1984 § 12-12; Ord. No. 00-7, § 3, 9-2000; Ord. No. 05-07, 10-2005)

State law reference(s)—False fire alarms, NMSA 1978, § 30-7-21.

Sec. 13-19. Fire lanes.

- (a) Fire lanes, or fire apparatus access roads, referred to in Section 503 of the International Fire Code, shall be established on private property devoted to public use where the parking of motor vehicles or other obstructions can interfere with the ingress and egress of the fire department vehicles for protection of persons and property. The fire code official shall establish the location, size and marking of the fire lanes with due regard for all attendant factors, including risk, location and access to structures. Fire lanes will be designated by red curb with white letters stating "no parking - fire lane," or by a sign at least 12 inches by 18 inches with white reflective background and red letters stating "no parking -fire lane," which must be approved by the fire code official.
- (b) Fire lanes established under this section shall be indicated on documents maintained by the fire department and shall be clearly indicated at the site of each fire lane. The fire department shall be responsible for enforcing compliance with the requirements for painting, signing, or otherwise marking fire lanes.
- (c) Parking of motor vehicles or otherwise obstructing fire lanes designated under authority of this section shall be prohibited at all times and such prohibitions may be enforced by issuance of citations by the police or fire departments and by removal of the obstructing vehicles or materials. In the event that vehicles or material are removed pursuant to this section, a citation shall also be issued to the operators of the vehicles or owners of the materials. Citations issued hereunder shall be answerable in the municipal court.

(Ord. No. 15-14, § 6, 11-12-2015)

ARTICLE IV. CONSUMER FIREWORKS

Sec. 13-20. General.

The retail sale, possession and use of UN 1.4G fireworks, also known as consumer fireworks or common fireworks, shall comply with this section.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-21. Permit application.

Prior to issuance of a permit for retail sales of consumer fireworks, the sales location and the stock of fireworks shall be approved.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-22. Fireworks to be sold.

The applicant for a permit shall furnish to the fire code official a list of all articles of fireworks to be sold for approval before the fireworks are offered for retail sale. The list shall indicate the description of each article as prescribed in NMSA 1978, § 60-2C-2.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-23. Questionable fireworks.

When it appears to the fire code official that an article of fireworks on an applicant's list or in a permit holder's inventory is not in accordance with NMSA 1978, § 60-2C-2 and Section 13-24 of this Code, the applicant or permit holder may request that the fire code official submit samples of the questionable article to an independent laboratory acceptable to the code official for a determination of the description or content of the article. Any expense occurred by such examination shall be the responsibility of the applicant or permit holder.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-24. Permitted fireworks.

Permissible fireworks are set out in NMSA 1978, § 60-2C-7 with the exception of ground audible devices and the following aerial devices: aerial spinners, helicopters, missile-type rockets and stick-type rockets as defined in NMSA 1978, § 60-2C-2. It shall be unlawful for anyone to use, possess, or sell at retail any fireworks except permissible fireworks.

Exceptions:

- (1) Display fireworks handled or used in compliance with this chapter and NFPA 1123.
- (2) Pyrotechnic materials handled or used in compliance with this chapter and NFPA 1126.
- (3) Fireworks manufactured, transported, or stored in compliance with this chapter and NFPA 1124.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-25. Regulated activities.

The use and sale of permissible fireworks shall be subject to the provisions of NMSA 1978, § 60-2C-8.

(Ord. No. 15-14, § 8, 11-12-2015)

ARTICLE V. CERTIFICATE OF FITNESS

Sec. 13-26. General.

Where required by the fire code official, no person shall conduct a regulated operation, install, inspect, maintain, service, tag or repair fire protection equipment or systems unless he or she has first obtained a certificate of fitness from the City of Roswell Fire Prevention Bureau in compliance with these rules. Any person holding a certificate of fitness shall have a copy of it available in all service vehicles and offices for review if requested during inspection by the fire code official. Certificates of fitness are not transferable to other parties, are not effective in any other jurisdiction, and shall not waive the requirements of the State of New Mexico issued certificate of fitness program required.

- a) The purpose of this action is to assure a minimum level of qualification prior to any installation, inspection, maintenance, and repair of fire protection equipment; promote fire prevention and awareness; and to not discourage business owners from implementing fire protection equipment due to poor experiences with equipment services or installations.
- b) Types of certificates. The fire marshal may issue certificates of fitness for installation, inspection, maintenance, repair, recharging or tagging, or involvement in the following disciplines:
 - 1. Automatic fire suppression systems and fire pumps
 - 2. Automatic chemical extinguishing systems
 - 3. Fire detection and alarms
 - 4. Fire extinguishers
 - 5. Fire and smoke dampers
 - 6. Underground fire lines
 - 7. Commercial kitchen hood cleaning and inspection
 - 8. Fire watch or site safety coordinator

Sec. 13-27. Application and fees.

- (a) Applications must be completed and submitted to the Fire Prevention Bureau as instructed by the fire marshal's developed procedures.
- (b) There shall be a fee of \$50.00 paid to the city for any certificate of fitness application required by the fire code official.
- (c) Renewals made necessary due to change of applicant or status will be done at one half the original amount.
- (d) Renewals due to revocation will be charged the same as the original fee but may incur additional requirements of training.

Sec. 13-28. Expiration and revocation of certificate.

- (a) Expiration. A certificate of fitness automatically expires at the conclusion of the time period for which it was issued.
- (b) Revocation. The fire marshal or his designee may revoke a certificate if:
 - (1) any of the required licenses or qualifications of the applicant expire, are canceled or are revoked;

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- (2) during an inspection, the fire marshal or AHJ finds a substantial violation of these rules or applicable codes for a discipline for which the certificate has been issued;
 - (3) the applicant made false statements or misrepresentations of material fact in the application or documentation submitted with the application; or
 - (4) the certificate was issued in error or in violation of an applicable statute or these rules
 - (5) the applicant or his designee failed to conduct themselves in a professional manor during an inspection.
 - (6) Three or more counts of failed inspections

ARTICLE VI. PERMIT/INSPECTION FEES

Sec. 13-27. Permit/Inspection fees.

- (a) There shall be a fee of \$100.00 paid to the city for any operational or construction permit required by the fire code official in accordance with the International Fire Code. Additional fees will be applied to certain construction permits as outlined in Table 13-19(a). Any work commenced prior to issuance of a required permit as described in Section 107.4 will be subject to double the original amount.

Exceptions:

- (1) There shall be no fee charged for open burning.
 - (2) The fee for a permit to sell consumer fireworks at retail shall be \$50.00. This fee shall be paid to the city only once per calendar year per applicant for a given sales location.
- (b) There shall be no fees required for annual inspections, permit inspections or new business inspections of any business within the first or second visit. Where it is found that any or all violations have not been corrected on the second visit, there shall be a fee of \$100.00 paid to the city for a third visit as a reinspection fee. Any inspections resulting from a complaint, or investigation may be subject to the reinspection fee as required by the fire code official. Additional fees will be applied to subsequent inspections and/or court citations issued.

Table 13-19(a)

Type of System	Permit Fee	IFC Section
Automatic fire sprinkler, 15 or fewer sprinklers	\$100.00	105.7.1
Automatic fire sprinkler, 16 to 50 sprinklers	175.00	105.7.1
Automatic fire sprinkler, more than 51 to 100 sprinklers	225.00	105.7.1
Automatic fire sprinkler, more than 100 sprinklers	300.00	105.7.1
Automatic chemical extinguishing system, per unit	100.00	105.7.1
Fire alarm, 10 or fewer devices*	100.00	105.7.5
Fire alarm, 11 to 30 devices*	150.00	105.7.5
Fire alarm, more than 30 devices*	200.00	105.7.5
Fire pump, per unit	100.00	105.7.6
Standpipe, per unit	100.00	105.7.13
Underground piping, per tie in of city main	100.00	105.7.1

* Fire alarm devices include alarm panel, transmitting device, initiating device, and notification device.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 7, 11-12-2015)

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

5.

Meeting Date: 02/12/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of a budget adjustment in the amount of \$115,891.56 to procure and install radio equipment, base station consoles, antennas, cabling, gateways, and related technician services to support PVRCC Consolidated Dispatch radio communications and the upcoming dispatch relocation, utilizing New Mexico Statewide Price Agreement No. 10-00000-20-00048. (Gass/Herring)

BACKGROUND:

Initiated by: Alison Herring

This request covers the procurement and installation of radio communications equipment and related services to support and enhance PVRCC Consolidated Dispatch operations. The equipment and services are necessary to maintain reliable and redundant radio communications critical to emergency response operations and the upcoming dispatch relocation.

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Budget Adjustment Needed

Expense: 11014656-817505 (Capital Outlay-Equipment) -- \$115,891.56

Consider approval of a budget adjustment in the amount of \$115,891.56 to cover the purchase and installation of the above radio communication equipment and services to support PVRCC operations and the upcoming dispatch relocation.

LEGAL REVIEW:

No legal review at this time.

BOARD AND COMMITTEE ACTION:

Finance Committee recommended approval (4-0) at their meeting to be sent to the City Council meeting for February 12, 2026 on consent.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Code 3 Quote

PROPOSAL

Roswell City
425 N Richardson
ROSWELL NM 88201

Date
26 Jan 2026

Expiry
26 Apr 2026

Quote Number
20255749

Reference
Dispatch Backup

CODE 3 SERVICE, LLC
2323 Aztec Rd NE - STE A
Albuquerque, NM 87107
ABQ (505) 407 2310
Taos (575) 737 8884
Roswell (575) 363 3135

Item	Description	Quantity	Unit Price	Discount	Tax	Amount USD
CG-954SAM	4-Ch LMR Control Gateway	2.00	2,800.00	5.00%	Tax Exempt	5,320.00
DB-25BBA-EFJ	Kenwood RADIO Gateway Cable Assembly	8.00	200.00	5.00%	Tax Exempt	1,520.00
SS-808T	ETS Small System Consoles for dispatcher positions. Will give them access to all 8 radio in back room to be used in the event of console outage	9.00	4,100.00	5.00%	Tax Exempt	35,055.00
VM-8000	Kenwood Viking 8000 Tri-Band Control Station Radio Comes with 12v Power Supply, Dash KCH-19, and 3 Year Warranty Enabled Options Tri-Band (VHF, UHF, 7/800) P25, P25 Trunking, TDMA, LLA, OTAP, AES Multi-Key, DES, Arc4 Encryption, DMR, & DMR Tier 3	4.00	9,687.50	25.00%	Tax Exempt	29,062.50
SC2340-HMBSNF-D00	Sinclair Tri-Band Fiberglass Base Station Antenna. VHF, UHF, & 7/800	4.00	1,262.56	5.00%	Tax Exempt	4,797.73
VM-5730	Kenwood Viking 5000 VHF Control Station with 12v Power Supply	4.00	7,971.06	25.00%	Tax Exempt	23,913.18
1487	VHF 134-184 MHz, 4.5 dBd Gain, Fiberglass, Base Station Antenna	4.00	478.97	5.00%	Tax Exempt	1,820.09
LMR-400	LMR-400 Braided Flexible Coax Cable	1000.00	1.62	15.00%	Tax Exempt	1,377.00

Item	Description	Quantity	Unit Price	Discount	Tax	Amount USD
1235	Roof Mounting Hardware for new antennas	8.00	375.00	15.00%	Tax Exempt	2,550.00
N000082L01 6A	PTP 820 CAT5E Outdoor 100m drum	1.00	261.00	15.00%	Tax Exempt	221.85
POLIS- 50NX-C2	Talley POLIS-50NX-C2 Polyphaser / Lightning protector 125-1000 Mhz Flange Mount Coax Protector w/ n Females	8.00	106.82	15.00%	Tax Exempt	726.38
SYSTEM- TECH	System Technologist - Program and configure backup ETS console system and radios	40.00	125.00		8.2708%	5,000.00
SERVICE- TECH	Service Tech - Install radios and antenna system	40.00	95.00		8.2708%	3,800.00
Subtotal <i>(includes a discount of 21,072.19)</i>						115,163.73
TOTAL TAX						727.83
TOTAL USD						115,891.56

Terms

New Mexico State Contract
Communications, Radio Equipment, Parts, Accessories and Related Services
SPA Number 10-00000-20-00048

State of NM Vendor # 116813

Proposal Terms & Conditions

All proposals are valid for 30 days from the date issued. We reserve the right to withdraw a proposal at any time and for any reason. Shipping or freight charges may be added to the final invoice if they are not explicitly included in the proposal.

Please note that due to ongoing fluctuations in U.S. trade policy, including the implementation and partial suspension of tariffs on goods from countries such as Mexico, Canada, and China, pricing remains subject to change. While we have made efforts to avoid immediate adjustments, the situation remains fluid. We are actively working with our suppliers to mitigate potential cost impacts and maintain the best possible pricing for our customers.

As this situation evolves, customers should be aware that price increases may occur at any time without prior notice.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

6.

Meeting Date: 02/12/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of a budget adjustment in the amount of \$26,410.00 to procure essential IT equipment, including keyboards and mice, to support dispatch center operations and the upcoming relocation. The purchase will be made through TIPS Contract No. 210101. (Gass/Herring)

BACKGROUND:

Initiated by: Alison Herring

Two separate quotes have been obtained from Eaton for IT equipment needed to maintain and support dispatch center operations:

Quote One -- \$23,185.00 Includes critical IT infrastructure components such as:

HighSecLabs Commercial KM Switch 8-port + USB

Eaton Tripp Lite Series PDU Basic Dual Circuit 120V 20A Outlets

Eaton Tripp Lite Series PDU Basic 2.4kW 120V Single-Phase

Eaton Tripp Lite Series 16-Port IP Rack Console Cat5 KVM Switch with 19" LCD

Eaton Tripp Lite USB Server Interface Unit and USB KVM Switch

Quote Two -- \$3,225.00 Includes 25 additional keyboards and 25 additional mice. The current keyboards are failing due to keys sticking and ceasing to function over time. The center currently has only one spare keyboard. Should more than one fail, there will not be sufficient replacements to maintain operational continuity.

We are actively working with the Department of Finance and Administration (DFA) regarding potential assistance with some of the costs related to the 911 dispatch center move. Although not guaranteed, DFA has expressed interest in possibly reimbursing a portion of these expenses.

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Budget Adjustment Needed

Expense: 11014656-817505 (Capital Outlay - Equipment) - \$23,185.00 for essential IT equipment as outlined in Quote One.

11014656-642901 (Non-Capital - Computers) -- \$3,225.00 for additional keyboards and mice as outlined in Quote Two.

Potential reimbursement from DFA may offset some of these costs related to the 911 dispatch center move.

LEGAL REVIEW:

No legal review is required at this time.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended approval (4-0) at their meeting to be sent to the City Council meeting for February 12, 2026, to be placed on consent.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments	
iT1 - 1st Quote	
iT1 - 2nd Quote	



iT1
1860 W University Dr
Suite 100
Tempe, Arizona 85281
United States
<http://www.iT1.com>
(P) 877-777-5995
(F) 480-777-5994

Quotation (Open)

Date Dec 10, 2025 09:51 AM MST	Expiration Date 01/24/2026
Modified Date Dec 10, 2025 11:47 AM MST	
Quote # USQT1103093 - rev 1 of 1	
Description	
SalesRep Ho, William (P) 206-612-3782	
Customer Contact McClain, Mike (P) 575.500-0579 m.McClain@roswell-nm.gov	

Customer

City of Roswell (98393)
McClain, Mike
425 N Richardson
Roswell, NM 88201
United States
(P) 5756246700

Bill To

City of Roswell
425 N Richardson
Roswell, NM 88201
United States
(P) 5756246700

Ship To

City of Roswell
425 N Richardson
Roswell, NM 88201
United States
(P) 5756246700

Customer PO:

Special Instructions:
TIPS Contract #: 210101

Terms:

Undefined

Ship Via:

FedEx Ground

Carrier Account #:

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		HighSecLabs Commercial KM Switch 8-port +sUSB	SM80NU-N	Yes	15	\$775.00	\$11,625.00
2		Eaton Tripp Lite Series PDU Basic Dual Circuit 120V 20A 5-15/20R 40 Outlet L5-20P 0URM Horizontal rackmount - power distribution unit (rack-mountable) - 40 A - AC 120 V - 3.8 kW - input: NEMA L5-20 - output connectors: 40 (NEMA 5-15)	PDU40TDUAL	Yes	9	\$315.00	\$2,835.00
3		Eaton Tripp Lite Series PDU Basic 2.4kW 120V Single-Phase 13 NEMA 5-15/20R Outlets, 5-20P Input, 6 ft. Cord, 1U Rack-Mount - Power distribution unit (rack-mountable) - 20 A - AC 100/120/127 V - 1-phase - input: NEMA 5-20P - output connectors: 13 (NEMA 5-15/20R) - 1U - 6 ft cord	PDU1226	Yes	4	\$156.00	\$624.00
4		Eaton Tripp Lite Series 16-Port IP Rack Console Cat5 KVM Switch 19" LCD 1+1 User 1URM KVM console with KVM switch - 16 ports - PS/2 - 19" - rack-mountable - 1366 x 768 @ 60 Hz - black - 1U	B070-016-19-IP	Yes	3	\$1,883.00	\$5,649.00
5		Eaton Tripp Lite Series USB Server Interface Unit 8 Pack KVM Switch HD15 USB RJ45 TAA Keyboard / video / mouse / USB adapter - HD-15 (VGA) (M) to USB, RJ-45 (pack of 8)	B078-101-USB-8	Yes	4	\$613.00	\$2,452.00

The below is not in effect if there is a Master Purchasing Agreement in place between the Customer and iT1

Many manufacturers have implemented a policy that cancellations are not accepted. Considering this, all products ordered through iT1 are considered non-cancellable unless otherwise received in writing. Unless a specific customer agreement is in force, this policy supersedes any language that a customer may put on purchase order(s), form(s), email(s), or any other means of communication.

Additionally, As a result of ongoing tariff-related cost volatility, all quotes will be valid for Thirty (30) business day from the date of issuance and prices will need to be validated before order is completed. This change ensures we can continue to provide accurate and up-to-date pricing in response to rapid shifts from our suppliers.

These prices may NOT include applicable taxes, insurance, shipping, delivery, setup fees or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability. Any purchases Company makes with iT1 are subject to iT1's General Terms and Conditions. iT1 General Terms and Conditions are here: https://it1.com/40-ca-001-3-it1-general-terms-and-conditions_07-24-2023/ These General Terms and Conditions supersede any terms and conditions Company may include in any purchase order or form. Terms and conditions can be changed at iT1's sole discretion at any time.

Subtotal:	\$23,185.00
Tax (.0000%):	\$0.00
Shipping:	\$0.00
EWR:	\$0.00
Total:	\$23,185.00



iT1
1860 W University Dr
Suite 100
Tempe, Arizona 85281
United States
<http://www.iT1.com>
(P) 877-777-5995
(F) 480-777-5994

Quotation (Open)	
Date	Expiration Date
Jan 26, 2026 10:31 AM MST	03/12/2026
Modified Date	
Jan 26, 2026 05:13 PM MST	
Quote #	
USQT1113038 - rev 1 of 1	
Description	
SalesRep	
Ho, William (P) 206-612-3782	
Customer Contact	
Bechtel, Jeff (P) 5756376292 j.bechtel@roswell-nm.gov	

Customer

City of Roswell (98393)
Bechtel, Jeff
425 N Richardson
Roswell, NM 88201
United States
(P) 5756246700

Bill To

City of Roswell
425 N Richardson
Roswell, NM 88201
United States
(P) 5756246700

Ship To

City of Roswell
425 N Richardson
Roswell, NM 88201
United States
(P) 5756246700

Customer PO:	Terms: Undefined	Ship Via: GROUND
Special Instructions: TIPS CONTRACT #210101		Carrier Account #:

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		Adesso Tru-Form 150SB Keyboard - USB - QWERTY - US - TAA Compliant	AKB-150SB-TAA	Yes	25	\$71.00	\$1,775.00
2		Adesso iMouse F1 Mouse - with fingerprint reader - right-handed - optical - 5 buttons - wired - USB-A - hanging box - TAA Compliant	IMOUSE F1-TAA	Yes	25	\$58.00	\$1,450.00
3		To Pay Admin Fee	TIPS USA FEE	Yes	1	\$0.00	\$0.00

The below is not in effect if there is a Master Purchasing Agreement in place between the Customer and iT1

Many manufacturers have implemented a policy that cancellations are not accepted. Considering this, all products ordered through iT1 are considered non-cancellable unless otherwise received in writing. Unless a specific customer agreement is in force, this policy supersedes any language that a customer may put on purchase order(s), form(s), email(s), or any other means of communication.

Additionally, As a result of ongoing tariff-related cost volatility, all quotes will be valid for **Thirty (30) business day** from the date of issuance and prices will need to be validated before order is completed. This change ensures we can continue to provide accurate and up-to-date pricing in response to rapid shifts from our suppliers.

These prices may NOT include applicable taxes, insurance, shipping, delivery, setup fees or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability. Any purchases Company makes with iT1 are subject to iT1's General Terms and Conditions. iT1 General Terms and Conditions are here: https://it1.com/40-ca-001-3-it1-general-terms-and-conditions_07-24-2023/ These General Terms and Conditions supersede any terms and conditions Company may include in any purchase order or form. Terms and conditions can be changed at iT1's sole discretion at any time.

Subtotal:	\$3,225.00
Tax (.0000%):	\$0.00
Shipping:	\$0.00
EWR:	\$0.00
Total:	\$3,225.00

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

7.

Meeting Date: 02/12/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of a budget adjustment in the amount of \$5,693.10 to contract J & G Electric to perform the necessary work to support the dispatch relocation. (Gass/Herring)

BACKGROUND:

Initiated by: Alison Herring

As part of the dispatch relocation, electrical and telecommunications work is required to ensure operational continuity. J & G Electric will install a 25-pair telephone line from the new dispatch room to the server room and terminate the lines properly. This work is essential to maintain reliable communication systems during and after the move.

FINANCIAL CONSIDERATION

Financial Impact (Revenues & Expense): Budget Adjustment Needed

Expense: 11014656-614002 (M&R Building)

Consider approval of a budget adjustment in the amount of \$5,693.10 to contract J & G Electric for the dispatch relocation work, including installation and termination of a 25-pair telephone line. Funding this request ensures that dispatch communication systems remain fully operational throughout the transition.

LEGAL REVIEW:

No legal review is required at this time.

BOARD AND COMMITTEE ACTION:

Finance Committee was first to review on February 3rd, 2026. Finance Committee recommended approval (4-0) at their meeting to be sent to the City Council meeting for February 12, 2026 on consent.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

J&G Electric Quote



J & G Electric Co., Inc.
512 South Main St
Roswell, NM 88203
575-622-0146
sales@jandgelectricco.com
www.jandgelectricco.com

Estimate

Date	Estimate #
12/10/2025	40151

Page 1 of 1

Bill To Address	Job Location	Customer Phone: 575 624-6700	
CITY OF ROSWELL P O BOX 1838 ROSWELL, NM 88202-1838	CITY OF ROSWELL ROSWELL, NM 88203	License: 7408	
Description		Total	
Estimate Subtotal (Already includes any payments that may be listed below) Scope of Work Install 25 pair telephone line from new dispatch room to server room ,and terminate in Telephone terminals Exclusions Patch paint or repair to finished surfaces Repairs to any existing code violations Any Telephone related equipment not functioning or in need of repair Qualifications Cable will be ran 328 ft in existing conduit and add a pull sting Terminate both ends of the telephone cable CES 2023-20-C1117 Structured Cabling		\$5,258.20	
Subtotal: \$5,258.20		Sales Tax: \$434.90	Total: \$5,693.10

IMPORTANT TERMS AND CONDITIONS

All material is guaranteed to be as specified. All work to be completed in a professional manner to standard practices and building code in effect at the time of the work. Any alternative or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays that are beyond our control. The Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. We may withdraw this proposal if not accepted within 30 days. This proposal does not include any building permits or processing fees. Terms: .

Management
Approval: 

Date: 12/12/2025

ACCEPTANCE OF PROPOSAL:

By signing this proposal the undersigned hereby accepts this proposal and the same is deemed a valid contract. The undersigned further agrees that the above prices, specifications, and conditions are satisfactory and are hereby accepted. The undersigned further authorizes J & G Electric Co., Inc. to do work as specified above. Payment is to be made as outlined above. If payment is not made by the undersigned as stated above, then the undersigned will be in default. The undersigned further agrees that in the event that the undersigned is deemed in default and this matter is placed with an attorney or collection agency for collection, the undersigned agrees to pay all collection costs, including reasonable attorney and other agency fees. In addition, the undersigned agrees to pay a 1 1/2 % service charge per month (or the maximum allowed by law) on any unpaid balances to be in default and/or turned over for collection.

Client
Authorization: **City Council**

158 of 329

Date:
Roswell, NM

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

8.

Meeting Date: 02/12/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of a budget adjustment in the amount of \$167,640 to authorize a new contract to fund three contracted dispatcher positions for a four-month period. (Gass/Herring)

BACKGROUND:

Initiated by: Alison Herring

Consolidated Dispatch is currently operating at critically low staffing levels, independent of any operational transitions. Contracted dispatchers have been essential in maintaining minimum staffing levels and ensuring continuity of service under these conditions.

In approximately one to two months, dispatch operations will begin relocating from one area to another. During this transition, two dispatch centers will need to be staffed simultaneously, significantly increasing personnel demands. While the proposed contract reduces the number of contracted dispatchers from five under the current contract to three, continued contracted support is vital to maintaining safe and effective daily operations and will be essential throughout the transition period.

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Budget Adjustment Needed

Expense: 11014656-654801 (Contract-Professional Services) -- \$167,640.00

LEGAL REVIEW:

No legal review is required at this time.

BOARD AND COMMITTEE ACTION:

Finance Committee was the first to review. Finance Committee recommended approval (4-0) to be sent to City Council on consent.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

GETRESQ911 Scope of Work

Scope of Work-4 months

Agency Name: Pecos Valley Regional Communications

Date: Jan 13, 2026

Agency Address: 1 Saint Mary's Place, Roswell, NM 88203

Agency Contact/Phone #: [Alison Herring/ A.Herring@roswell-nm.gov](mailto:A.Herring@roswell-nm.gov) / 575-624-7590

Agency CAD System: Central Square/OneSolution

Agency 911 Platform: Intrado Viper

Agency Radio System: Zetron

Introduction:

getResQ911 LLC will provide the scope of work detailed below for work to be performed by 911 contractors. Details of the agreement, contract duration and associated costs are listed below.

Agreements

Client Responsibilities – include but not limited to the following:

- Day to day management of the Contractor will be the responsibility of the Client.
- Client agrees to provide on-boarding information at least two weeks prior to Contractor start date including the following:
 - o Call taking, CAD Screen Images of Data Entry location.
 - o Local call types
 - o CAD codes/commands.
 - o Radio codes
 - o Agencies dispatched listing.
 - o Appropriate SOP / Policy Documentation
 - o Any additional on-boarding materials deemed necessary or encouraged to learn and understand.
- Adjustments to weekly hours and pay will be communicated in writing to the Company once agreed to by Client and Contractor.
- Adjustments to the weekly hours for each 911 Contractor will be coordinated monthly between Client and Company via a monthly schedule update.
- Union approvals, if required.
- Contractor pay including monthly housing will be paid electronically/ACH to the Company on a monthly basis on the first Wednesday of each month.

911 Contractor Responsibilities – includes but not limited to the following:

- Receive and process 911, non-emergency and administrative calls.
- Enter calls into the Client Computer Aided Dispatch (CAD) system as required by the Client.
- If authorized, leverage the National Law Enforcement Teletype System (NLETS) and the National Crime Information Center (NCIC) to perform required duties.
- Work to the best of their abilities to assimilate into the overall work environment and culture of the organization.

Scope of Work-4 months

- Contractor agrees to provide two weeks' notice to Client for any work schedule change request.
- Contractor agrees to participate in additional background checks facilitated by the Client, if required.
- Contractor agrees to be or become compliant with the following certifications and training deemed required by the Client during the period of the contract. (check mark the appropriate certifications requested)

☐	NCIC Certification
☒	EMD, EFD, EPD
☐	APCO
☒	Priority Dispatch
☐	Other _____
☐	Other _____

Company Responsibilities – include but not limited to the following:

- getResQ911 will provide Contractor resume's, verification of certifications and will provide a National and County Criminal and Credit background check if requested by the Client/Agency.
- getResQ911 and Client agrees to meet (virtually) every thirty days to review status of Contractor job performance and/or any challenges that need to be addressed.
- Logistics coordination with the 911 Contractor.
- Coordinate preboarding materials as outlined and agreed to in the Client Responsibilities section.

PAYMENT SCHEDULE

911 Contractor(s): 3

Name: Alfredo Delgado

Phone #: _____

Name: Christina Delgado

Phone #: _____

Name: Crystal Corral

Phone #: _____

Start Date at Clients location: _____

Client Address: _____

Point of Contact at Client location: _____

Point of Contact Phone/Email: _____

Itemized Invoice: 4 Month Option

Item	Description	Hourly rate	Duration	# of contractors	Total
1	911 Contractor-Reg	\$55	640hrs (40hrs x 16wks)	3	\$105,600
2	911 Contractor-OT	\$82.50	144 hrs (avg 9hrs/wk x 16 wks)	3	\$35,640
3	Contractor Monthly Stipend	\$2,200	4 months	3	\$26,400
	Total Contract				\$167,640
	Due at Signing				\$41,910

*Hours and pricing are indicated based on a 40 hour work week. Alternate hours can be agreed too prior to contract signing.

getResQ911 will invoice bi-weekly actual regular hours and overtime hours, if applicable. Monthly housing allowance will be invoiced on the last invoice of the month for the following month housing.

Initial payment, including 1st month pay and housing per contractor, will be credited on the last month of the contract.

The first month's housing allowance will be charged in full, regardless of the start date.

Any work assignments over and above call taking and/or dispatching assigned to getResQ911 Subcontractors need to be agreed to by getResQ911 and may include an hourly pay increase.

Overtime and Holiday will be paid at \$82.50/hr rate and overtime hours include any hours over 40 hours per week.

The 'Agency Start Up fee' will need to be paid before getResQ911 can identify and get Subcontractor commitments for the Agency contract.

Drug testing and/or backgrounds performed by getResQ911 will require additional fees, if required by the agency.

Holiday's are based on the standard Federal Holidays.

Holiday Schedule:

- Tuesday, November 11 - Veterans Day
- Thursday, November 27 - Thanksgiving Day
- Thursday, December 25 - Christmas Day
- Thursday, January 01 - New Year's Day
- Monday, January 19 - Birthday of Martin Luther King, Jr.
- Monday, February 16 * - Washington's Birthday
- Monday, May 25 - Memorial Day
- Friday, June 19 - Juneteenth National Independence Day
- Friday, July 03 ** - Independence Day
- Monday, September 07 - Labor Day
- Monday, October 12 - Columbus Day
- Wednesday, November 11 - Veterans Day
- Thursday, November 26 - Thanksgiving Day
- Friday, December 25 - Christmas Day

AUTHORIZING SIGNATURES

Client Signature _____
Client Name _____
Client Title _____
Date _____

getResQ911 Signature _____
getResQ911 Name _____
Date _____

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

9.

Meeting Date: 02/12/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of a budget adjustment (revenue & expense) of \$150,000.00 to purchase merchandise for ProShop. (Gass/Burress)

BACKGROUND:

Initiated By: Jim Burress

The Nancy Lopez Golf Course has several upcoming tournaments on the calendar. To ensure we are prepared, the golf course requests approval of a budget adjustment to place orders at least 6 months in advance.

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: 2613-454260 (Chgs4Svc - Golf Merchandise) -- \$150,000.00

Expenses: 26134233--725603 (Supplies - Store) -- \$150,000.00

LEGAL REVIEW:

N/A

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended approval (5-0) at their meeting on February 3, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

YTD Budget Report

City of Roswell - Nancy Lopez Golf Course
Year-To-Date Budget Report
As of 01/28/2026

ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANSFRS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
2613	454210	Chgs4Svc-Golf Green Fees	-256,704.00	0.00	-256,704.00	-126,156.89	0.00	-130,547.11	49.1%
2613	454220	Chgs4Svc-Golf Cart Fees	-316,336.00	0.00	-316,336.00	-209,719.40	0.00	-106,616.60	66.3%
2613	454230	Chgs4Svc-Golf Alcohol Sales	-137,913.00	0.00	-137,913.00	-94,280.01	0.00	-43,632.99	68.4%
2613	454231	Chgs4Svc-Golf Food Sales	-49,554.00	0.00	-49,554.00	-31,028.83	0.00	-18,525.17	62.6%
2613	454240	Chgs4Svc-Golf Memberships	-105,215.00	0.00	-105,215.00	-43,721.41	0.00	-61,493.59	41.6%
2613	454241	Chgs4Svc-Golf Handicap Info	-327.00	0.00	-327.00	-35.00	0.00	-292.00	10.7%
2613	454250	Chgs4Svc-Golf Range Balls	-32,856.00	0.00	-32,856.00	-21,041.45	0.00	-11,814.55	64.0%
2613	454260	Chgs4Svc-Golf Merchandise	-99,713.00	0.00	-99,713.00	-55,150.13	0.00	-44,562.87	55.3%
2613	489100	Misc-General	0.00	0.00	0.00	-68,887.01	0.00	68,887.01	0.0%
2613	911101	Transfers in Frm General Fund	-779,965.00	0.00	-779,965.00	0.00	0.00	-779,965.00	0.0%
2613		Golf Revenue	-1,778,583.00	0.00	-1,778,583.00	-650,020.13	0.00	-1,128,562.87	
26134233	511110	Full-Time Salaries	625,282.00	0.00	625,282.00	353,335.66	0.00	271,946.34	56.5%
26134233	511120	Part-Time Salaries	41,080.00	0.00	41,080.00	75,538.04	0.00	-34,458.04	183.9%
26134233	521200	Full-Time Overtime	23,160.00	-2,648.13	20,511.87	16,786.33	0.00	3,725.54	81.8%
26134233	521220	Part-Time Overtime	0.00	2,648.13	2,648.13	3,684.51	0.00	-1,036.38	139.1%
26134233	541561	Phone Allowance	1,080.00	0.00	1,080.00	630.00	0.00	450.00	58.3%
26134233	551510	FICA Tax	41,046.00	0.00	41,046.00	26,887.13	0.00	14,158.87	65.5%
26134233	551520	Medicare Tax	9,600.00	0.00	9,600.00	6,288.01	0.00	3,311.99	65.5%
26134233	561530	PERA Retirement	73,271.00	0.00	73,271.00	35,036.61	0.00	38,234.39	47.8%
26134233	561535	NMRHCA	12,419.00	0.00	12,419.00	5,968.92	0.00	6,450.08	48.1%
26134233	571536	Administration Fee	22.00	0.00	22.00	121.18	0.00	-99.18	550.8%
26134233	571540	Group Insurance	143,636.00	0.00	143,636.00	68,842.46	0.00	74,793.54	47.9%
26134233	571550	Worker's Compensation Fee	153.00	0.00	153.00	83.90	0.00	69.10	54.8%
26134233	585901	Employee Training	2,000.00	0.00	2,000.00	414.00	0.00	1,586.00	20.7%
26134233	585902	Employee Travel	2,000.00	0.00	2,000.00	792.44	0.00	1,207.56	39.6%
26134233	586101	General Uniforms	8,800.00	2,000.00	10,800.00	5,215.80	3,809.18	1,775.02	48.3%
26134233	614002	M&R-Building	10,500.00	0.00	10,500.00	1,526.43	3,699.96	5,273.61	14.5%
26134233	614004	M&R-Equipment	24,000.00	30,000.00	54,000.00	25,589.04	25,622.95	2,788.01	47.4%
26134233	614006	M&R-Grounds	90,000.00	0.00	90,000.00	51,273.32	18,870.29	19,856.39	57.0%
26134233	614012	M&R-Vehicle	42,000.00	-30,000.00	12,000.00	920.69	2,066.52	9,012.79	7.7%
26134233	614020	M&R-Infrastructure (Not Bldg)	1,300.00	0.00	1,300.00	33.99	0.00	1,266.01	2.6%
26134233	623401	Insurance-Auto	1,686.00	0.00	1,686.00	1,686.00	0.00	0.00	100.0%
26134233	623402	Insurance-Building	17,101.00	0.00	17,101.00	12,946.00	0.00	4,155.00	75.7%
26134233	623404	Insurance-General Liability	27,002.00	0.00	27,002.00	26,496.00	0.00	506.00	98.1%
26134233	623407	Insurance-Worker's Comp	10,514.00	0.00	10,514.00	10,513.00	0.00	1.00	100.0%
26134233	635801	Utilities-General Telephones	500.00	0.00	500.00	424.68	0.00	75.32	84.9%
26134233	635802	Utilities-Mobile Telephones	3,000.00	0.00	3,000.00	1,225.91	0.00	1,774.09	40.9%
26134233	636302	Utilities-Electric	35,000.00	0.00	35,000.00	20,816.34	0.00	14,183.66	59.5%
26134233	636303	Utilities-Gas	830.00	0.00	830.00	214.25	0.00	615.75	25.8%
26134233	636304	Utilities-Water	81,000.00	0.00	81,000.00	34,009.34	0.00	46,990.66	42.0%
26134233	642901	Non-Capital-Computers	6,800.00	0.00	6,800.00	0.00	0.00	6,800.00	0.0%

City of Roswell - Nancy Lopez Golf Course
Year-To-Date Budget Report
As of 01/28/2026

ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANSFRS/ADJISMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCE/REQ	AVAILABLE BUDGET	% USED
26134233	642902	Non-Capital-Tools	6,975.00	0.00	6,975.00	2,225.88	1,460.04	3,289.08	31.9%
26134233	642903	Non-Capital-Furniture/Fixtures	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00	0.0%
26134233	642904	Non-Capital-Equipment	22,000.00	-2,112.36	19,887.64	10,261.96	0.00	9,625.68	51.6%
26134233	652401	Contract-General Services	14,000.00	-14,000.00	0.00	0.00	0.00	0.00	0.0%
26134233	652409	Contract-Janitorial Services	0.00	14,000.00	14,000.00	7,459.87	6,540.13	0.00	53.3%
26134233	652423	Contract-Pest Control Services	1,200.00	0.00	1,200.00	454.74	278.95	466.31	37.9%
26134233	654830	Contract-Security Prof Svcs	4,400.00	0.00	4,400.00	519.56	0.00	3,880.44	11.8%
26134233	655001	Contract-Rentals & Leases Svcs	20,000.00	0.00	8,250.00	0.00	0.00	8,250.00	0.0%
26134233	655003	Contract-Equip Rent & Lease	1,900.00	0.00	1,900.00	1,295.32	0.00	604.68	68.2%
26134233	663301	Computer-Subscription/License	45,000.00	9,750.00	54,750.00	17,966.07	26,625.00	10,158.93	32.8%
26134233	672805	PubRelat-Advertising/Notices	2,100.00	0.00	2,100.00	0.00	0.00	2,100.00	0.0%
26134233	712102	G&A-Credit Card Fees	0.00	0.00	0.00	14,555.75	0.00	-14,555.75	0.0%
26134233	712300	G&A-Cash Over/Short	0.00	0.00	0.00	-532.86	0.00	532.86	0.0%
26134233	712701	G&A-Dues/Memberships	3,000.00	613.45	3,613.45	2,105.75	1,505.42	2.28	58.3%
26134233	715303	G&A-License Fees	1,860.00	0.00	1,860.00	0.00	250.00	1,610.00	0.0%
26134233	723200	Supplies-Fuels and Fluids	30,854.00	0.00	30,854.00	14,512.91	392.89	15,948.20	47.0%
26134233	724101	Supplies-General Materials	12.00	0.00	12.00	0.00	0.00	12.00	0.0%
26134233	725601	Supplies-General	8,500.00	1,498.91	9,998.91	4,688.95	4,969.28	340.68	46.9%
26134233	725602	Supplies-Office	6,000.00	0.00	6,000.00	1,733.76	2,266.24	2,000.00	28.9%
26134233	725603	Supplies-Store	150,000.00	0.00	150,000.00	96,748.17	41,993.21	11,258.62	64.5%
26134233	725604	Supplies-Concession	120,000.00	0.00	120,000.00	39,786.45	29,588.47	50,625.08	33.2%
26134233	725608	Supplies-Janitorial	3,000.00	0.00	3,000.00	1,010.52	1,783.80	205.68	33.7%
26134233		Golf Expense	1,778,583.00	0.00	1,778,583.00	1,002,092.78	171,722.33	604,767.89	

Fund 2613 (Surplus)/Deficit:

171,722.33

352,072.65

-523,794.98

	ORIGINAL APPROP	TRANSFRS/ADJ	REVISED BUDGET
Beginning Cash	\$ 1,000.00	\$ -	\$ 1,000.00
Revenue	\$ 998,618.00	\$ -	\$ 998,618.00
Transfers from General Fund	\$ 779,965.00	\$ -	\$ 779,965.00
Payroll	\$ 970,749.00	\$ -	\$ 970,749.00
Operating Expense	\$ 807,834.00	\$ -	\$ 807,834.00
Ending Cash	\$ 1,000.00	\$ -	\$ 1,000.00

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

10.

Meeting Date: 02/12/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of a budget adjustment in the amount of \$32,375 for collection appraisals in support of flood recovery efforts. (Gass/Brooks)

BACKGROUND:

Initiated by: Caroline Brooks

This request includes appraisals for sculptures, American West items, and other historic objects that remained in Roswell during the collection evacuation following the October 2024 flood as well as 10 artworks in Chicago that were not previously appraised for a total of 1,219 art and historical objects. The appraisals allow for processing of the insurance claim by providing a value with which insurance will 1) cover the full cost of conservation for damaged items (cost of treatment is less than appraised value) or 2) pay the City the appraised value of an item (object is unable to be conserved or cost of treatment is more than appraised value and will require additional funding to conserve).

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: 2611-489100 (Museum-Miscellaneous Revenue) -- \$32,375.00

Expenses: 26114221-612500 (M&R - Damage Claims) -- \$32,375.00

These expenses are to be reimbursed through the fine art insurance claim.

LEGAL REVIEW:

There is no legal review at this time.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended approval 5-0 at their meeting on February 3, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Freeman's Appraisal Estimate
The Art of Estates Estimate

FREEMAN'S

APPRAISALS

FAIR MARKET VALUE APPRAISAL – VIA EMAIL

January 26, 2026

Mr. Chad Cole, City Manager, City of Roswell
The Roswell Museum
PO Box 1838
Roswell, NM 88202
c.cole@roswell-nm.gov
575-624-6700

Re: Replacement Value Appraisal for the Collection of The Roswell Museum
Personal property located at The Conservation Center, Chicago
Effective Date: October 19, 2024

Dear Mr. Cole,

Hindman Appraisals would be delighted to work with The Roswell Museum to prepare a replacement value appraisal report (the Appraisal Report) for insurance purposes. We are sorry for what you are going through, and our appraisers have the knowledge and experience necessary to prepare a thorough appraisal. Our firm will ensure that it is an efficient and seamless process. We will dedicate all the resources required to promptly complete the appraisal for the listed property.

Fair Market Value Appraisal

Our team of appraisers conducts appraisals in accordance with the most recent Uniform Standards of Professional Appraisal Practice (USPAP) standards. Since The Roswell Museum maintains a professionally cataloged Past Perfect database for the collection's items, the Freeman's Appraisals Team will utilize the provided Excel file for the individual items in the collection. Our appraisers will utilize the list of the property and provided resources to determine the fair market value using the sales comparison approach. This approach considers recent sales and offering prices of similar assets to arrive at the fair market value of the appraised asset. As such, auction catalogs, dealers in similar items, and internet sources will be accessed to provide credible appraisal assignment results.

Timeframe

Our projected timeframe to process and deliver the appraisal report is May 15, 2026, with the exception of 10 items that are needed by end of April 2026. If an earlier deadline is required and determined **before** commencing the appraisal assignment, a rush fee may apply. Should the required deadline for the report change **after** the on-site inspection and during the research portion of the appraisal assignment, a flat \$4,000 fee will be added to the overall project fee.

FREEMAN'S

APPRAISALS

Estimated Appraisal Quote

The typical fee for conducting and completing an appraisal assignment is \$350 per hour per appraiser. This fee will encompass the time spent on-site and the time involved in researching the items to be appraised. There is also a flat \$500 fee for report administration and digital storage of appraisal assignment photographs and research information for the required five years as per USPAP standards. Upon completion of the Appraisal Report, we will provide an itemized invoice for our services. Once the balance is paid, we will electronically deliver the draft Appraisal Report as a PDF document via email.

The total cost for this appraisal will be \$10,500.

An invoice for 50% of the project fee will be shared along with the first 10 items. The final invoice balance will be sent with the remaining 241 items in the first group.

The quote for the time and costs associated with appraisal is an estimate based on our conversations and/or viewing photographs of the items. Once the initial site visit has been conducted, we will confirm, adjust, or expand the hours quoted. Freeman’s Appraisals team members reserve the right to terminate an on-site inspection immediately if, during the inspection, they encounter sensitive or hazardous materials that were not previously disclosed. This right is based on our commitment to ensure employee wellbeing. Upon encountering such material, we will promptly notify the relevant parties. Failure to disclose sensitive or hazardous material in advance may impact the scope of work and may potentially compromise the overall process.

AGREED AND ACCEPTED:

Chad Cole

Date

Yarden Elias

Freeman’s Appraisals, LLC

Appraisals Manager | Appraisals & Valuations

Junior Appraiser

yardenelias@freemansappraisals.com

Tax ID# 82-2587891

Date



ART of ESTATES

PERSONAL PROPERTY APPRAISAL FIRM

Service Bid

prepared by

Brady L. Dreasher, ISA CAPP, CES, GPPA, CAGA, WSET1

President of BBB Award-Winning Art of Estates

ISA Awarded & Certified Appraiser

Locations

Denver
720.495.3753

Chicago
317.373.8845

Aspen
970.922.9068

Colorado Springs
720.495.3753

Boulder
720.643.0899

Indianapolis
317.373.8845

Omaha
402.607.5521

Kansas City
816.808.7562

Vail
970.922.9068

Wichita
316.613.9686

Cheyenne
720.643.0899

St Louis
314.296.7239

Cincinnati
317.373.8845

Des Moines
402.607.5521

Roswell Museum
Caroline Brooks | Museum Director
1011 N. Richardson Avenue
Roswell, New Mexico 88201
C.Brooks@Roswell-NM.gov
575.500.0357



Hello,

Thank you for contacting my company Art of Estates regarding an insurance coverage appraisal, performed remotely (desktop appraisal) relating to an insurance claim of a portion of the Roswell Museum collection. I was provided with an inventory list of 968 items that include Historic Weaponry (firearms, blades, armor, etc.) and Cultural History (pottery, artifacts, etc.) in an inventory. Based on that information and necessary forthcoming information (dimensions, photos, pre-loss conditions, provenance, serial numbers, maker marker marks, etc.), I will provide an insurance replacement cost (pre-loss) appraisal. Correspondence suggests that if further details are not retrievable from old records, that an onsite inspection may be necessary to conclude final results.

Art of Estates may not always appear to be the least expensive up front, but we are often the most professional, most accredited, and expeditious without cutting necessary corners. In cases where auditing or litigation can arise, we handle the personal property valuation process professionally, in the same manner that an accountant will handle the finances and other asset conclusions, meeting or exceeding the minimum thresholds that need to be met to satisfy reviewing oversight entities.

Our primary goal is to provide a reliable appraisal report to ensure a smooth transition in the event there is a dispute made in the claim. All the appraisal reports produced by Art of Estates are comprehensive, signed, certified, and USPAP (governed by the United States Congress) compliant.

Please read this entire package of 22 pages, as focusing on the numbers only may leave any intended user of our services with an incomplete understanding of the professional appraisal process. This service document has been compiled for this appraisal assignment only. We appreciate the opportunity to work together and provide our signed, certified, and USPAP-compliant appraisal services.

Thanks,

A handwritten signature in black ink, appearing to read 'Brady L. Dreasher', is located below the 'Thanks,' text. The signature is fluid and cursive.

December 16, 2025

Brady L. Dreasher, ISA CAPP, CAGA, CES, GPPA, WSET1
President & Lead Appraiser
7310 W. 52nd Avenue, suite A132
Denver, Colorado 80002
Brady@ArtofEstates.com
ArtofEstates.com
970.922.9068 (c)

Date

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The above table of contents is clickable and will quickly take you to the desired section you may want to review. Additionally, many links (reviews, references, logo images, etc.) have been hot linked throughout this report to expedite contacting references or reviewing additional support and verification of stated information.



A collection of 131 rifles ranging from 18th Century to WWII we worked on in 2023 related to deaccessioning for a private collector in Wyoming. The entire collection was sold privately by the family (not by us) at the beginning of this year to an arms dealer in Utah using the detailed inventory and data we collected from a formal inspection and the appraisals we provided based on research.

COVER DOCUMENT

1. General Appraisal Assignment Information

1.1. Property Owner

Roswell Museum

1.2. Client (assumed)

Roswell Museum

1.3. Inspection Location(s)

desktop/remote

1.4. Appraiser(s) Scheduled for this Appraisal

Brady L. Dreasher – certified appraiser

1.5. Relevant Dates & Timeline

Estimated Inspection Dates: TBD

Anticipated Report Date Delivery: 2-5 weeks after assignment approved (However, if the number of items goes up 10% (96-97 more items), you can expect 10% more time (hours and timeline increase), delays may result in the event an onsite inspection is required.

Effective Date: October 19, 2024



1.6. Report Objective, Intended Use, & Intended Users

The objective of the valuation conclusions is to conclude a replacement cost for a portion of the Roswell Museum collection. The intended use of the report is to provide an appraisal to be used in obtaining insurance coverage. The intended users of these results is the Roswell Museum, City of Roswell, Poms & Associates, Huntington Block, and Axis. Other users of this report are unintended.

1.7. Type of Report (excel format)

Appraisal reports have two acceptable formats according to the 2024-2025 Uniform Standards of Professional Appraisal Practice (USPAP): restricted appraisal reports and appraisal reports. Restricted appraisal reports may only be considered when the exact person(s) is named as the intended user(s) of the report and needs to be restrictive in nature. As there is more than one intended user of this report and not all person(s) are named, it will be written in the format of an appraisal report.

1.8. Scope of Work (detail)

Perform an appraisal of 968 items for insurance replacement purposes. I will research and analyze the appropriate market and conclude values using the proper methods and approaches with information collected through an onsite inspection and details provided by the client/owner.

This quote includes desktop inspection, digital excel inventory, valuation conclusions, report construction, and a digital pdf file delivery of a signed, certified, and USPAP (governed by US Congress) compliant appraisal report. In the event a printed report is requested, additional fees will apply.

We *recommend* providing a digital pdf of old receipts, intake appraisals (typically donation), provenance, exhibition history, conservation records, literature references, authentications, and other historically related documents that might impact value. If that information is not important to the client/owner, then it will be included as a limiting condition and could impact valuations unknowingly.

1.9. Scope of Agency

Art of Estates will provide a final determination of approaches and the conclusion of values within an appraisal report for reconciliation for the client.

2. Valuation Principles & Procedures

2.1. Scope of Work

The scope of work is the research and analysis utilized to value the property. Based on this report's objective and intended use, the scope of work included:

- Inspection of the property
- Property Identification
- Analyze Market
- Determine Definition
- Approach Selection
- Valuation Conclusion(s)



2.2. Definition of Replacement Cost

Most Insurance policies state that in the case of loss, indemnification of the insured can be accomplished through a variety of means including repair, replacement, or payment of a cash settlement. It is the intent of insurer to make the insured "whole" again by returning the policy holder to the condition or position they were in before the loss — not any better and not any worse.

Art of Estates are not insurance representatives and most often have not been educated on the insured's underwritten policy. Therefore property owners should have a formal conversation with their agent to make sure they are properly covered in the event of a loss.

2.3 Replacement Methodologies Utilizing the Cost Approach

- Purchase of an exact duplicate
- Purchase of a suitable substitute
- Manufacture of an exact duplicate or a suitable substitute
- **Replacement Cost New:** The cost necessary to replace an item of personal property with a new item of like kind, utility, and having similar qualities within a reasonable amount of time in the relevant marketplace.

To estimate replacement cost new, the appraiser explores examples of the retail replacement market such as department and specialty stores, mail order catalogs, and even discount stores. Typically, property such as original works of art and antiques that have value characteristics such as age and provenance that are not inherently present in a new replacement.

- **Replacement Cost Comparable:** The cost necessary to replace an item of personal property with an equivalent item having similar appearance, quality, condition, age, authorship, and utility within a reasonable amount of time in the relevant marketplace.

This is generally used with antiques or items where age or provenance is a significant value characteristic. Replacement cost comparable commonly applies to appreciable property such as fine art, antiques, and collectibles for which neither replacement with a new equivalent item nor reproduction is a suitable measure of settlement. To estimate replacement cost comparable, the appraiser explores examples of the retail replacement market for items of that age having similar physical and intangible relevant characteristics, such as antique stores, art galleries, and possibly consignment shops. Replacement cost comparable was once called replacement cost used. However, most clients objected to their very valuable antiques or important paintings being called "used."

- **Reproduction Cost:** The total cost of constructing an exact replica, using the same materials and construction techniques as the original by a qualified craftsman.

It is not appropriate to reproduce some items of property such as antiques and collectibles. However, many items of property are capable of being purchased new or of being reproduced, such as most contemporary jewelry, some artwork, and handcrafted items. In such cases, the cost approach may dictate considering reproduction cost as the replacement cost new.

- **Production Cost:** This is the total cost of constructing an equally good substitute or an equivalent.

It is not a duplicate, but a satisfactory and acceptable substitute providing the owner with equivalent satisfaction and utility.

2.4 Definitions for Replacing Personal Property

- **Replacement Value:** The amount it would cost to replace an item with one similar and like quality purchased in the most appropriate marketplace within a reasonable amount of time.

Replacement value includes not only the costs of acquiring or replicating the property (i.e., the replacement cost comparable and/or replacement cost new), but also all the relevant costs associated with replacement.

- **Replacement Cost New Less Depreciation (also called Actual Cash Value):** The cost of replacing the property at the time of loss with a new item, less a proper deduction for depreciation.

While this level of indemnification frequently forms the basis for the definition of the insurance contract term actual cash value, some jurisdictions define actual cash value as fair market value or even as replacement value. (check your insurance policy or state jurisdiction.)

Actual cash value is an insurance industry term that is often synonymous with "actual value" or "cash value." This term is used to describe the amount of compensation that the insured would recover in the event of a loss. The cardinal doctrine of actual cash value is the principle of indemnity. This means that compensation to the insured must directly correspond to the loss. In other words, indemnification leaves the insured whole - nothing less, nothing more.

This definition is usually applied to depreciating property such as contemporary furniture, electronics, or appliances. Depreciation refers to an incremental reduction in value based on age/life formulas commonly in use with the insurance industry.

2.5 Approaches to Value (also known as Valuation Approaches)

There are three accepted approaches to determining value as described by *International Society of Appraisers Core Course in Appraisal Studies Manual*, revised August 2021:

- **Income Approach:** This approach is used primarily for investment property and analyzes comparable data as are available and/or applies a present value formula to calculate the present worth of income anticipated to be generated in the future through sale or lease.

Present worth is an accounting term which represents the current amount, in terms of dollars, that would be the equivalent of income generated by the sale of property at some point in the future or the stream of income generated by leasing property for a specified amount of time.

- **Cost Approach:** An approach that analyzes comparable cost data as are available to replace the property being appraised with a suitable substitute. The cost approach provides an estimate of or an exact quote of the cost to replace through production, reproduction, or purchase.

The cost approach is frequently used for insurance and damage claim appraisals when it is necessary to establish the amount that would have to be paid to replace an item of property should that property require replacement in the future.

- **Sales Comparison Approach:** This approach analyzes comparable sales data as are available to indicate a value conclusion within the market considered most common for the property.

It assumes that a reasonably prudent person will not pay more to acquire a property than it would cost to acquire a comparable substitute property, and that a prudent seller will not ordinarily sell a property for less than other sellers will be able to get for their similar properties. It is frequently used for tax functions such as donation and estate appraisals. It can also be used for insurance appraisals if the cost approach fails to yield results.

The Income Approach is not applicable because the property cannot be construed as an investment property, having no inherent anticipated or potential stream of revenue associated with it.

The **Cost Approach** is the preferred application of value since the report will be used in obtaining insurance coverage and it often provides the most reliable results for replacing the property.

The Sales Comparison Approach is not applicable because the intended use of the property is not associated with a tax function or division of property. However, if the cost approach fails to yield reliable results, the sales comparison approach can be used.

3. Statements Regarding IRS Appraisals & Art of Estates' Testament to Impartiality

3.1. Qualified Appraisal Statement

This appraisal report will meet the definition of a "qualified appraisal" under Internal Revenue Code § 170(f) (11) (E) (i) (ii) (iii) as clarified by Internal Revenue Service.

"I understand that a substantial or gross valuation misstatement resulting from this appraisal, used in connection with a return or claim for refund, may subject us to civil penalties under § 6695A of the Pension Protection Act of 2006 as revised by Internal Revenue Bulletin 2006-46, Notice 2006-96, Section 3.04(2), Transitional Guidance, Revision to Appraiser Declaration."

3.2. Qualified Appraiser Statement

Brady L. Dreasher [meets and exceeds](#) the definition of a "[qualified appraiser](#)" as a certified appraiser of personal property (CAPP) designation with the International Society of Appraisers. I regularly perform IRS estate and non-cash charitable donation appraisals that are used in conjunction with returns and claim for refund for which I receive compensation. IRS [Publication 561](#) provides clarification on page 10 (of that document, not this one) as to what defines a "qualified appraiser" and applies in estate (and donations through court rulings) appraisals

My education, background, training, experience, references, reviews, and clientele verifies my experience on the type of property found in this collection can be found in the Addendum section of this appraisal report. Dreasher's background, experience, education, and memberships in professional associations make him qualified to make appraisals of the type of property that will be the subject of his appraisal report. Dreasher has not been prohibited from practicing before or ever been contested by the IRS.

"I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under § 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. section 330(c)."

"To the best of my knowledge, this appraisal report satisfies the IRS requirements for a "qualified appraisal" under 26 CFR § 1.170A-13(c)(3) and T.D. 9836, and follows the guidelines provided in IRS Publications [526](#) and [561](#)."

3.3. Latest Tax Court Cases Related Directly to Appraisals

Recently, auction houses (Sotheby's in the case reference), dealers, and galleries have been called into question regarding biased appraisal services. The 9th Circuit Court ruling that agreed with a U.S. Tax Court opinion that found an appraisal from an esteemed auction house is not adequate assurance of appraisal expertise or competency. *"This also means wealth managers and estate attorneys now have a greater fiduciary duty to their clients to fully understand appraiser qualification criteria and appraisal standards when vetting personal property appraisal experts."* – [Jon Brennan, VP of Appraisal Services at The Appraisal Foundation \(TAF\)](#)

Ben Alli & Shaki Alli v. Commissioner of Internal Revenue, [Tax Court docket# 24863-11](#) (decision **2014**)

Tax Court disallowed the taxpayers' charitable contribution for failure to follow Code Section 170 regulations that **require a qualified appraisal by a qualified appraiser**, and other substantiation requirements to be filed.

Estate of Eva F. Kollman v. Commissioner of Internal Revenue, [Tax Court docket# 26077-09](#) (decision **2019**)

The estate's expert witness, the vice president of **Sotheby's Auction** North America and South America and co-chairman of Sotheby's Old Master Paintings ([George Wachter](#)), prepared a consignment agreement for the executor of the decedent's estate in which he valued "[Dance Around the Maypole](#)" between \$600,000 and \$800,000 and Orpheus between \$100,000 and \$150,000. Then provided lower Fair Market Values for the IRS Tax estate.

Luke Joseph Chiarelli v. Commissioner of Internal Revenue, [Tax Court docket# 2115-18](#) (decision **2021**)

An [attorney](#) that practices in taxation, claimed over \$75k in donations of miscellaneous household items over the course of 3 tax years. No **proper appraisal** was performed, no 8283 was signed, and a lack of [support and evidence](#) invoked **non-compliance in the requirements of Section 170** forcing a large underpayment penalty.

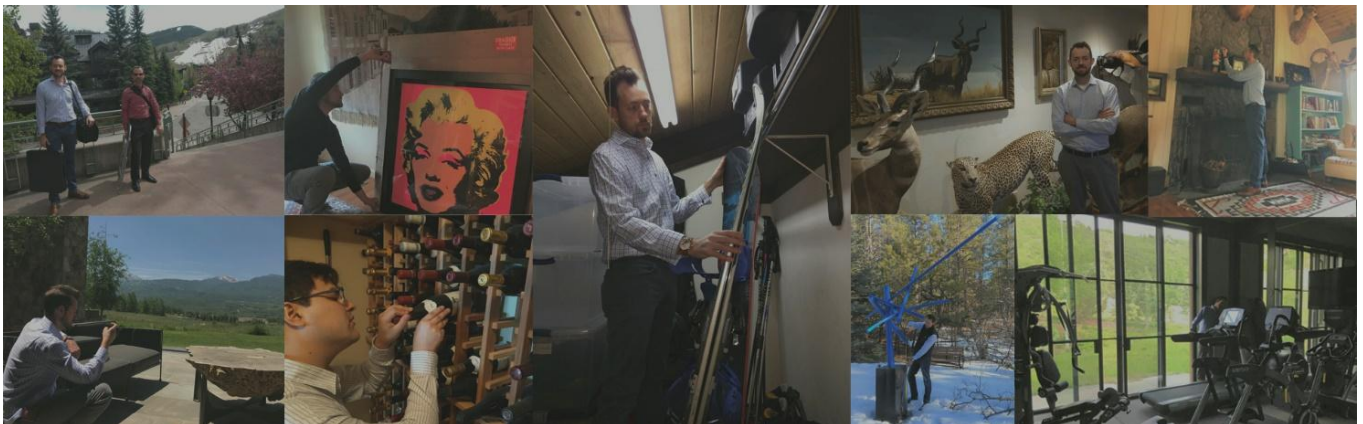
Heinrich C. Schweizer v. Commissioner of Internal Revenue, Tax Court docket# 3679-18 (decision 2022)

For nine years, Heinrich was the Director of the African and Oceanic Art department at Sotheby's. As part of this role, Heinrich interfaced with and supported Sotheby's appraisal department from time to time to provide fair market value (FMV) estimates of certain works. During this time, Heinrich made several donations to museums of African art, including a Dogon sculpture (which he had allegedly purchased for \$100,000 in 2003) and gifted to the Minneapolis Institute of Art in 2011.

The IRS asserted that the charitable contribution deduction should be denied in its entirety because Heinrich **failed to satisfy the substantiation requirements** of Section 170(f)(11) and the associated regulations, including a **failure to obtain a qualified appraisal**, failure to attach to the Form 8283 an appraisal of any kind and failure to submit a completed Form 8283. (The IRS' staff appraiser initially valued the contributed sculpture at \$250,000, but the IRS took the position that the deduction should be fully disallowed.) The IRS assessed a deficiency of \$95,081 and accuracy-related penalties of \$19,016. The Tax Court agreed with the IRS and upheld the denial of Heinrich's charitable deduction due to his failure to substantiate the value of his deduction and the absence of reasonable cause for that failure.

- ✓ I have no present or prospective interest in the property that will be the subject of this appraisal and no personal interest with respect to the parties involved.
- ✓ I have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. *(USPAP required statement in any appraiser's certification statement)*
- ✓ I have no bias with respect to the property that will be the subject of this report or to the parties involved in the assignment.
- ✓ My engagement and compensation in this assignment is not contingent upon developing or reporting predetermined results.

While this appraisal report is not intended for the IRS, this does not mean that any lawsuit related to an insurance claim could not use personal property case law precedents to achieve an upper hand in a court of law. As a full-time accredited Appraisal Firm, we are focused on providing reliable, unbiased, and dependable appraisal services coupled with the latest in market analyses for collections. **Art of Estates never buys property from current or potential clients and does not take property into our possession.**



4. Privacy Policy of Art of Estates

Art of Estates is committed to safeguarding the confidential information collected from our clients in connection with the appraisal of personal property. All clients' personal information provided during our preliminary walk-through and during the appraisal process is held in the strictest confidence and guided by the Uniform Standards of Professional Appraisal Practices (USPAP) 2024-2025. We have not, at any time in the past, disclosed confidential information to third parties except as specifically authorized by the client or as required (or subpoenaed) by law.

We are prohibited under USPAP, ASA, CAGA, NAA, and the ISA's Appraisal Report Writing Standards and Code of Ethics from changing this policy without first advising the client and obtaining permission. The personal property information provided by our clients is used strictly to help meet their appraisal requests.

Some of our specific privacy policies and practices at Art of Estates include but are not limited to the following:

- ✓ Limiting employee access to confidential client information only to those who have a business or professional reason to know and only to non-affiliated parties as required by law.
- ✓ Maintaining a secure office and computer environment to ensure that the client's confidential information in electronic form is not placed at unreasonable risk.
- ✓ Collecting only categories of non-public personal information from clients as required by the scope of the client's appraisal engagement. These categories include such facts as personal property assets, tax identification numbers, transactions between clients and third parties and other non-public information.
- ✓ Permitting a review of confidential client records by unaffiliated third parties such as federal and state tax regulators only as required by law or mandated by court order.
- ✓ Maintaining all confidential records about our clients throughout our contracted engagement, for the period following the engagement as required by USPAP 2024-2025, and after that period those records may be professionally discarded.
- ✓ In the unique event that a non-disclosure agreement was entered as a pre-requisite to an appraisal assignment, the work file will be retained for at least five years after preparation or for at least two years after the final disposition of any judicial proceeding, whichever period expires last.



**The Appraisal
FOUNDATION**
Authorized by Congress as the Source of Appraisal
Standards and Appraiser Qualifications



5. Payments, Costs, Fees, & Disclaimers

5.1 Fees

Art of Estates standard company hourly rate is \$175. This project is quoted for 968 items. If the number of items goes up 10% (96-97 more items), you can expect a 10% increase in costs. If the number of items goes down 10% (96-97 less items), you can expect the estimated hours and cost to go down 10%. However, our bottom estimated time/cost will be our lowest cost for this job (\$19,250), regardless of how many items are subtracted or unresearched after scheduling occurs. If items need to be limited or removed from the inventory process, please do so before moving forward. All other services outside this quote have the following rates.

- ❖ Appraisal Report Process (inspection to report writing): \$175/hourly (3-hour minimum)
- ❖ Deposition Prep & Trial Preparation: \$225/hourly (1-hr remote & 3-hr onsite | *minimums*)
- ❖ Appraisal Review & Consulting for Law Firms: \$250/hourly (1-hr remote & 3-hr onsite | *minimums*)
- ❖ Expert Witness Deposition: \$300/hourly + travel & gas (4-hr remote & 5-hr onsite | *minimums*)
- ❖ Expert Witness Testimony: \$325/hourly + travel & gas (4-hr remote & 5-hr onsite | *minimums*)

Service Rates for this appraisal report

5.2 Payment

Final payment of the billing invoice will be required before the completed report is delivered. All checks are mailed directly to [Art of Estates preferred banking institution](#) for immediate deposit. Otherwise, wiring information can be provided. Payments are due upon receipt and will accrue a service charge of 10% per 45 days. Clients and contracts overdue by 60 days will be interpreted as contract abandonment.

5.3 Insurance

Party in ownership possession (onsite policy) of the property shall be responsible for insuring the property. No claims have ever been submitted to or against Art of Estates. Policy can be added, but not included.

5.4 Report Delivery

Reports will be delivered after final payment is received via pdf. The report is estimated to be 200-250 pdf pages in length and, if printing is requested, will be \$1 per page. Reports are printed in color, bound, and present professionally. Reports are delivered the same day payment is received or priority mail 2-3 day with tracking if printing is chosen.

5.5 Contract

A formal contract can be signed and delivered upon approval of this service bid. In the event the terms of a contract are abandoned after engagement, the time expenses involved up to that point will be due upon receipt. Travel and travel expenses are not a component of this quote because the data is being delivered digitally. However, because it is unknown how much historical data and item details will be retrievable in the museum records, we reserve the right to charge for travel (gas, flight, lodging) and necessary time onsite to retrieve such data. Travel is definitely not the intent of this engagement, and we hope that does not transpire.

5.6 Disclaimer

Extra time may be necessary in case of some unforeseen hurdles in the inspection process (i.e., power outage, technology, weather, wildfires, illness, chaperone scheduling, etc.) or in the appraisal research process (i.e., authenticators and expert response times). This appraisal does not include authenticator fees, but when they are needed, those are provided by 3rd party authenticators.

5.7 Value Conclusions

Our conclusions are unbiased and market-based only in relationship to the effective date of the report. Typically, higher value items require more time. In the event of a claim, an insurer, and the insured, will have smoother transition during a claim process if the documented information and photos stand on their own merits even when 3rd parties are engaged. This level of documentation allows little question as to the condition of the artwork at the time of their valuation and prior to a loss. If a work is ever stolen, there will be adequate and identifiable information available for filing with the [FBI Stolen Art File](#) or [Interpol](#).

5.8 Travel

Not considered part of this quote but may become a component in the valuation process. See 5.5 and page 2.

5.9 Quote for Art Collection Appraisal

968 items to be appraised for insurance coverage
 110-125 hours of total time estimated to research, value, & produce a report on 968 items
 \$19,250-\$21,875

ADDENDUM

1. References Available for Immediate Contact

IRS Estate Tax Appraisal – Fair Market Value 2020

John Massey x 1

Director of Affiliate Services / President JGE Company
Trust Services for Platte Valley Bank
Scottsbluff, Nebraska
(308) 633-9721 (direct) & (308) 631-3631 (cell)
JohnM@JGelliott.com

Connection: Mr. Massey and Hod Kosman (director/chairman) performed a thorough and rigorous multi-step interview process with me and my company, ultimately selecting Art of Estates over several other appraisers. I selected six of our appraisers that were brought onsite to their HNW client's multi-location property for an extensive 2-week long inspection in Steamboat Springs, Colorado. The inspection began on January 7, 2020 and ended on January 20, 2020. One of their stipulations was a short timeline for completing the appraisal report. The report was completed on March 4, 2020, which was on time. The reports were split into two sections, totaling 297 pages in length for 3,154 report entries, which in many cases had multiple items in groupings, and included 2D & 3D fine art, firearms, coins, African art, Native American sculptures, and fossils.



Appraisal & Inventory of Museum Property – Insurance Replacement Value

Robbie Breaux (primary point of contact) x 1

Former President, Board of Trustees, Secretary, WCCA Endowment Foundation, Chair, Permanent Collection Management Committee & Instructor, Ceramics
Grand Junction, Colorado
(970) 216-2215 (cell)
ChuckRobbieBreaux@gmail.com

Connection: The Western Colorado Center for the Arts, also known as The Art Center, had been collecting and receiving donations since 1986 with varying levels of diligence performed over those decades. We performed 509 report entry appraisals on their collection, updating them on appropriate mediums, condition issues, attributions, and of course values. Lee Borden is the executive director and was my secondary point of contact, but also available for reference. (970) 243-7337 ext. 5 & LBorden@GJartcenter.org

IRS Non-Cash Charitable Contribution – Fair Market Value 2018-2022

William 'Bill' Bennett x 7

Bennett & Kennedy PLC, Scottsdale, Arizona (partner, retired in May 2020)
Legal Representative for Stephen Sprouse LLC
Paradise Valley, Arizona
(602) 418-0628
Bill22Bennett@gmail.com

Connection: Mr. Bennett first hired us in 2018 for a single item appraisal for an artwork on the way to the MET Museum in New York at the direction of the Indianapolis Museum of Art (now [Newfield's](#)). After our professional expertise was on full display for that first report, we were subsequently hired to appraise a large collection of art and fashion designer clothing in 2019 (641 report entries) and then again in 2020 (123 report entries completed on December 21, 2020). In total, from 2018-2022, we appraised 1,410 fashion and art related properties over 7 total appraisal reports for rock and roll fashion and art icon Stephen Sprouse LLC.

Estate Probate with Equitable Distribution – Fair Market Value 2019-2020

Jennifer S. Tuttle x 1

Dorothy M. Healy Professor of Literature & Health at University of New England
Portland, Maine
(207) 632-5507
Jtuttle1967@gmail.com

Connection: Dreasher worked with Tuttle over a year and a half period starting in February 2019 on a complex Castle Rock area estate process that involved an inspection, inventory, valuation, liquidation, and an expert witness letter regarding my role as an appraiser and consultant with the estate. The estate involved a variety of property that included fine art (sculptures, prints, paintings), furniture, and decorative furnishings.

Maria E. Drake x 1

The Drake Law Firm, P.C.
Golden & Greenwood Village, Colorado
(303) 261-8111
Marie@TheDrakeLawFirm.com

Connection: Appraisal provided for family division & subsequent insurance coverage.

Divorce / Marital Dissolution with Equitable Distribution – Fair Market Value 2020

Nicholas D. Jonson x 1

Beck, Jonson & Nolan, PC
300 Union Blvd., Suite 300
Lakewood, Colorado
(303) 278-3078

NDjonson@bjnLaw.com

Connection: Dreasher was selected from area appraisers to provide a rebuttal appraisal to another local area appraisal firm with accredited appraisers that had already completed an appraisal. Dreasher provided a 4-day inspection on the fine art of then two large collections. The inspection ended on October 29, 2020. The collection included prints, mixed media, ceramics, paintings, and sculptures for a total of 4,715 artworks, which was paired down to 354 report entries. After the appraisal was completed on November 8, 2020, Dreasher provided Mr. Jonson with litigation support. That support resulted in the other appraiser's admission that their report was not reliable or credible while testifying and was subsequently dismissed by the judge. Dreasher testified on November 17, 2020, as an expert witness on behalf of the inspection and conclusions presented in his appraisal report.

Michael L. Schechter x 2

The Schechter Law Firm, P.C.
8000 Maryland Avenue, suite 950
Clayton, Missouri 63105
(314) 727-7289

Mike@SchechterLaw.com

Connection: Dreasher was hired to perform a marital dissolution equitable distribution, fair market value appraisal in 2018. Unaccepting of the service bid that requested 2 days of inspection, opposing counsel only allowed for a single day inspection. As a result, Dreasher brought two teams (4 total from Art of Estates) and a jewelry appraiser onsite to the property in order to be able to appraise all the property in one day. The inspection and valuation process was a success, Dreasher's deposition was provided on May 14, 2018. Dreasher was subsequently hired again in 2020 for another St. Louis area marital dissolution and is scheduled to testify on March 29th, 2023. Both cases involved high net worth (HNW) parties.

Appraisal & Inventory of Museum Property & Acquisitions – Fair Market Value 2016-2022

Jacelyn Chambers x 2

Director of Hutchinson Art Center
Hutchinson, Kansas
(620) 663-1081

HutchinsonArtCenter@gmail.com

Connection: Art of Estates was hired to inspect and inventory the collection to ascertain condition and proper collection management in 2019. The fine art collection contained 2D and 3D and 344 entries. Dreasher was subsequently hired in 2022 to perform insurance coverage on their most valuable artworks.

Jennifer Rigsby x 10

Associate Registrar for Collections at Newfield's (formerly Indianapolis Museum of Art)
Indianapolis, Indiana
(317) 923-1331 x483

JRigsby@DiscoverNewfields.org

Connection: Dreasher has worked with Mrs. Rigsby over the course of the past 5 years working on non-cash charitable contribution donations that involved inspections ranging from 1 hour to 4-day inventory projects. Fine art to designer fashion.



2. Appraiser's Curriculum Vitae: Qualifications & Experience (updated 12/4/2025)

Brady L. Dreasher ISA CAPP, GPPA, CES, CAGA, WSET1

Brady@ArtofEstates.com

970.922.9068 (c)



Overview

Brady L. Dreasher entered the art field in 1998 and has served the arts industry as an appraiser, artist's representative, broker, art fair VIP director during Art Basel, exhibition curator, consignment contract negotiator, estate consultant, auction conductor, collector, private-treaty acquisition consultant, expert witness (deposing & testifying), and collection manager. After starting Original Art Brokerage in 2000 while attending Wichita State University, the company's name was changed in 2010 as it grew and transitioned into the nationally known and regionally recognized Personal Property Appraisal Firm known as Art of Estates.

As a member of the Better Business Bureau (accredited locations from [Aspen](#) to [Indianapolis](#)) and [Angie's List](#) with an A+ rating, Art of Estates director Dreasher brings a spectrum of experience to the evaluation field. After spending 10 years selling fine art privately and 5 more years with Kansas' largest privately-owned retail art gallery, Dreasher performed auctions, and estate sales, eventually dedicating himself entirely to the appraisal industry. Since 2012, he has been featured at 37 appraisal fair events across 4 states at museums, historical societies, [libraries](#), and multiple PBS locations. This foundation of experience, coupled with educational training from trusted associations by attending more than 17 conferences and 54 antique and art fairs (including satellite fairs at Art Basel) across the United States since 2009 and in Italy (59th Venice Biennale) has added even more experience to his appraisal company's professional profile. Art of Estates, at Dreasher's pursuit, was a professional member of the American Wine Society for 7 years and he has a Level 1 Certification with the Wine & Spirits Educational Trust from London. Accepted within court case proceedings as an expert, he has provided deposition and testimony four times since January 2018 for personal property in marital dissolution divorce proceedings within the states of Michigan, Missouri, and Colorado (3x).

Art of Estates appraisal firm won the Better Business Bureau's coveted [BBB Torch Awards for Ethics](#) in Summer 2023. Dreasher is the recipient of the International Society of Appraiser's 2014-2015 Leadership Award and is a member of four respected appraisal organizations and was previously a member of multiple International Society of Appraiser committees. He has been featured in the coveted publications of the [Miami Art Guide](#), Kansas City Public Television (KCPT), Hollywood Sentinel, Dallas Paper City Magazine, Kansas Public Television (KPTS), Indianapolis Monthly, Antique Trader Magazine, Art-Collecting of Seattle, Miami Herald, Kansas News (KSN), and Ocean Drive Magazine of Miami. Dreasher's also been televised on Channel 12 KWCH News of Kansas, Channel 10 KAKE-TV News of Wichita, PBS KPTS (Kansas Public Telecommunications Service) Channel 8 (multiple times), and broadcast on radio stations KCLY of Kansas and WIBC of Indianapolis, Indiana.

Academic Degrees, Professional Certifications, & Association Memberships

- ✓ Colorado-Wyoming Association of Museum (CWAM) Corporate Member #17291 – 2023 to present
- ✓ Western Museums Association (WMA) Corporate Member #70423225 – 2023 to present
- ✓ Association of Midwest Museums (AMM) Corporate Member #71256298 – 2023 to present
- ✓ International Institute for Conservation of Historic & Artistic Works (IIC) Member – 2019 to present
- ✓ Wine & Spirits Educational Trust (WSET) Level 1 Certified – 2018 to present
- ✓ American Wine Society (AWS) Professional Member – 2018 to present
- ✓ International Society of Appraisers (ISA) Certified Appraiser Personal Property (CAPP) #120616889 - 2013 to now
- ✓ National Auctioneers Association (NAA) Graduate, Personal Property Appraiser (GPPA) #95785 – 2013to present
- ✓ NAA: Certified Estate Specialist (CES) Certification – 2013 to present
- ✓ NAA: Auction Marketing Management (AMM) Candidate – 2013 to present
- ✓ Better Business Bureau (BBB) Accredited Business (multi-state) – 2013 to present
- ✓ Candidate, American Society of Appraisers (ASA) #99327 – 2012 to present
- ✓ Certified Appraisers Guild of America (CAGA) Member #11-0718054 – 2011 to present
- ✓ Wichita State University (WSU) – Bachelor of Arts – 2007
- ✓ Wichita State University (WSU) – Minors in Business Marketing & Entrepreneurship – 2005 & 2007

Appraiser Profession Courses & Related Continuing Education

- ❖ Care of Tin-Mercury Amalgam Mirrors, July 2023 Webinar, American Institute for Conservation (AIC) - 2025
- ❖ Sound Advice: Music & Celebrity Appraisals, Course 1593, International Society of Appraisers (ISA) – 2024
- ❖ The Art of Appraising Fine & Rare Wine, Course 1514, International Society of Appraisers (ISA) - 2024
- ❖ USPAP 2024/2025 7-hour Course (Los Angeles, California), Chapter #25 American Society of Appraisers (ASA) – 2024
- ❖ Judaica: Identifying Jewish Art, KSP International Society of Appraisers (ISA) - 2023
- ❖ Luxury Goods, Real & Fake: New Challenge for Appraisers, Handbags, KSP International Society of Appraisers - 2023
- ❖ USPAP 2022/2023, 7-hour Course (Hope, New Jersey) National Appraisal Consultants (NAC) - 2022
- ❖ Appraising Personal Property for IRS Non-Cash Charitable Contributions & IRS Estates 18-hr, Course PP400, ASA - 2022
- ❖ Appraiser Requalification 23-hour, Course 380, International Society of Appraisers (ISA) - 2021
- ❖ The ABC's of NFT's (Digital Art), Course 403, International Society of Appraisers (ISA) - 2021
- ❖ Mastering the Art of Object Descriptions, Course 4498, International Society of Appraisers (ISA) - 2021
- ❖ Working with Attorneys: What Appraisal Professionals Need to Know, Course PP115, ASA - 2021
- ❖ Art and the Law: Legal Issues for Collectors & Appraisers, Course PP120, American Society of Appraisers (ASA) - 2021
- ❖ A Defensible Appraisal Report, Appraisers Association of America (AAA) - 2021
- ❖ Planning Strategies for Fine Art & Collectibles Forum, Wealth Management Trust & Estates - 2020
- ❖ Working with Regional Auction Houses, Course 4509, International Society of Appraisers (ISA) - 2020
- ❖ Do not Drink & Appraise: Introduction to Appraising Wine, Course 4488, International Society of Appraisers – 2020
- ❖ History of Jade Course, Appraisers Association of America (AAA) – 2020
- ❖ Delivering Expert Testimony via Online Technology, Course AR120, American Society of Appraisers (ASA) - 2020
- ❖ Wine Assessment & Appraisal Practice Course, Appraisers Association of America (AAA) – 2020
- ❖ Alaska Native Art: Artifacts to Contemporary Craft, Course PP121, American Society of Appraisers (ASA) – 2020
- ❖ Part II: Home Furnishing & Accessory Currently Being Produced & Retailed, Class 4501, ISA - 2020
- ❖ Home Furnishings & Accessories Currently Being Produced & Retailed, Course 4490, ISA - 2020
- ❖ What is it? Petroliana & Automobilia, Course 4502, International Society of Appraisers (ISA) - 2020
- ❖ USPAP 2020/2021 (extended to 2023) 15-hour Class, (Hope, New Jersey) National Appraisal Consultants (NAC) - 2020
- ❖ Art Market Metrics: An Overview Course, Appraisers Association of America (AAA) - 2020
- ❖ Chinese Art Market, Challenges, Course PP144, American Society of Appraisers (ASA) - 2020
- ❖ What's New in USPAP 2020/2021, Course PP143, American Society of Appraisers (ASA) - 2020
- ❖ Recent Issues Regarding Charitable Contributions, Course PP146, American Society of Appraisers (ASA) – 2019
- ❖ Wine & Spirit Education Trust 1 & 2 Courses (Denver, Colorado) WSET – 2018 & 2019
- ❖ Impact of the New Tax Legislation Course, Appraisers Association of America (AAA) - 2018
- ❖ Foundations of Wine Course, Wine & Spirit Education Trust (Denver, Colorado) WSET – 2018
- ❖ Appraising Chinese Jade Carvings, Course 5940, International Society of Appraisers (ISA) - 2018
- ❖ Expert Witness, Advanced Testifying, & Report Writing, (multi-city) SEAK – 2012, 2013, 2014, & 2018
- ❖ Personal Property Report Writing, Course PP445 (Houston, Texas) American Society of Appraisers (ASA) - 2017
- ❖ Legal Pitfalls in Appraising Native American Art & Crafts, Course 4497, International Society of Appraisers (ISA) – 2016
- ❖ Mid-Century Modern & Everything Between (Mid Mod), Course 4500, International Society of Appraisers (ISA) - 2016
- ❖ Introductory to Dolls/Hello Dolly, Course 4424, International Society of Appraisers (ISA) – 2016
- ❖ Appraising Southwestern American Indian Pottery, Course PP118, American Society of Appraisers (ASA) - 2016
- ❖ USPAP 2016/2017, 7-hour Course (Cincinnati, Ohio), National Auctioneers Association (NAA) – 2016
- ❖ Fundamentals of Watch Appraising, Course 4489, International Society of Appraisers (ISA) - 2015
- ❖ Antiques & Residential Contents Designation Course (Chicago, Illinois), International Society of Appraisers – 2014
- ❖ Fine Arts Designation Course (Chicago, Illinois), International Society of Appraisers (ISA) – 2014
- ❖ USPAP Uniform Standards Professional Appraisal Class 2014/2015, 15-hour (Las Vegas, NV) NAA – 2013
- ❖ Graduate Personal Property Appraiser (GPPA) Course (Las Vegas, Nevada), NAA – 2013
- ❖ Auction Technology Specialist Course (Indianapolis, Indiana), National Auctioneers Association (NAA) – 2013
- ❖ Certified Estate Specialist (CES) Course (Indianapolis, Indiana), National Auctioneers Association (NAA) – 2013
- ❖ Core Course in Appraisal Studies (Toronto, Canada), International Society of Appraisers (ISA) – 2013
- ❖ Missouri Auction School, Nationwide Extended Classes (St. Louis, Missouri) – 2013
- ❖ USPAP 2012/2013 15-hour (Reston, Virginia), American Society of Appraisers (ASA) – 2012
- ❖ Art Crime Investigation Seminar (Philadelphia, Pennsylvania), Robert Wittman INC. - 2012
- ❖ Advanced Methodologies & Appraisal Report Writing, Course MD215, (Reston, Virginia), ASA – 2012
- ❖ Certification for Appraising Classes (St. Louis, Missouri), Certified Appraisers Guild of America (CAGA) – 2011

Appraiser Industry Conferences

- Foundation of Appraisal Education Conference, Susanin's Auctioneers (Chicago, Illinois), FAE / ISA - 2015
- Annual Personal Property Conference & International (New York City, NY), ASA - 2015
- Annual Assets Conference (Philadelphia, Pennsylvania), International Society of Appraisers (ISA) – 2015
- Annual Assets Conference (Kansas City, Missouri), International Society of Appraisers (ISA) – 2014
- Personal Property Insights & Issues Conference (San Francisco, California), ASA – 2014
- International Appraisers Conference (Arlington, Texas), American Society of Appraisers (ASA) – 2013
- Auctioneers Annual Conference (Indianapolis, Indiana), National Auctioneers Association (NAA) – 2013
- International Personal Property Conference Annual (San Antonio, Texas), ASA - 2013
- Estate Sale Conference (St. Louis, Missouri), EstateSales.net – 2013
- Trusts & Estates for Personal Property Appraisers: Fair Market Value (Arlington, Virginia), ASA – 2013

Appraisal Fairs, Professional Presentations, Positions, Philanthropic & Volunteer Activities

- Birger Sandzén Memorial Gallery Fundraiser (Auction & Appraisal Event), Kansas City, Missouri - 2025
- Kansas Public Television Station / KPTS Channel 8 Appraisal Fair (x6), Wichita, Kansas – 2019, 2021 - [2025](#)
- AnyThink Library, Insurance Appraisal Presentation & Appraisal Fairs (x7) – Adams County, Colorado - 2024
- Kansas State Fair, Art, Antiques, & Vintage Toys & Memorabilia Judge – Hutchinson, Kansas - 2023
- The Regent: Legend Senior Living, Antique Appraisal Public Event – Wichita, Kansas - 2023
- Kansas Public Television Station / KPTS Channel 8 Televised Pledge Drive (x4), Wichita, Kansas – 2021 to 2023
- Foundation for Appraisal Education, Contributor to Benefactor Level Sponsor – 2014 to present
- Golden Fine Arts Festival, Art Fair, Golden, Colorado - 2019
- New Castle / Henry County Public Library, Appraisal Fair, New Castle, Indiana – 2019
- Albrecht Kemper Museum of Art, Meet the Appraisers Event, St. Joseph, Missouri – 2019 & 2021
- Kansas City Public Television / KCPT Channel 19, Appraisal Fair (x3), Kansas City, Missouri – 2015, 2019 & [2024](#)
- Jefferson County Belmar Public Library, What's it Worth, Appraisal Fair, Lakewood, Colorado - 2019
- Christian County Library Appraisal Fair Fundraiser in Ozark & Nixa, Missouri – 2017, 2018 & 2019
- Cherry Creek Arts Festival, Art Fair, Denver, Colorado - 2018
- Carmel Arts Council, Guild Member in Carmel, Indiana – 2016, 2017 & 2018
- Clay County Arts Council, Attic Appraisal Fair, Clay Center, Kansas – 2016, 2017 & 2018
- Watch Auction Preview & Scotch Tasting, Heritage Auction, Chicago, Illinois – 2018
- Beaver Creek Art Festival, Art Fair, Avon, Colorado - 2017
- Style Chicago: Art of Fashion & Fashion Chicago Runway & Exhibitors VIP (Chicago, Illinois) - 2016
- Style Bias: Street Style Fashion Presentation VIP, Chicago, Illinois - 2016
- Historic Brown County Art Gallery, Collector's Showcase Sponsor, Nashville, Indiana – 2016
- Elmcroft (formerly GreenTree) Assisted Living Appraisal Fair in Indianapolis, Indiana – 2016
- Meridian-Kessler of Indianapolis, Indiana Home Tour Appraisal Day Event – 2015 & 2016
- Kansas City Public Television Fundraiser Antique Appraisal Fair – 2015 & 2019
- Indiana Historical Society Appraisal Fair Fundraiser, Indianapolis, Indiana - 2015, 2016, 2017 & 2018
- International Society of Appraisers, Vice Chair, Marketing Committee, Chicago, Illinois – 2015
- Conference Planning Committee, Mural Arts Tour, ISA, Philadelphia, Pennsylvania – 2015
- International Society of Appraisers, Resource Development Committee – 2014, 2015 & 2016
- Expo Chicago Art Fair, Gala Opening & Art Fair, Chicago, Illinois – 2014
- Select Art Fair, VIP Coordinator, Artist Recruiter & Organizer, Miami, Florida – 2011 to 2014
- Mural Arts Philadelphia, Wall Ball Fundraiser, Philadelphia, Pennsylvania – 2013 & 2014
- Art & Autumn Bradley Fair, Speaker: Art as an Investment Portfolio, Wichita, Kansas – 2013
- Westside Christian Church Delano, Fundraiser Appraisal Fair, Wichita, Kansas – 2011 & 2012
- Acquisition Board Presenter, Nelson-Atkins Museum Print Society, Kansas City, Missouri – 2012
- Dallas International Art Fair, Vernissage, Dallas, Texas – 2011 & 2013
- amfAR, TWO x TWO First Look Art Gala Fundraiser, Dallas, Texas – 2011
- Art 4 Life, Fundraiser Event & Donor, Wichita, Kansas – 2011
- Art Basel Miami, Vernissage Invitational, Miami, Florida – 2009 to 2013
- Numana, Volunteer for Haiti Event, Meal Packing Event, Wichita, Kansas– 2009
- Mid-America Fine Arts Gallery, Art Broker, Dealer, & Curator, Wichita, Kansas – 2009 to 2014
- Art Aid, Art Donor & Fundraiser, Wichita, Kansas – 2004, 2005, 2007, 2009, 2010 & 2012
- Original Art Brokerage, (original owner of ArtBrokerage.com) Wichita, Kansas – 1998 to 2014

Personal Property Appraisal Experience

- Fine Art, Paintings, Prints & Sculpture (16th Century+ multi-Continent)
- African & Native American Pottery, Rugs, Basketry, & Artifacts
- Antiques, Vintage, & Mid-Century Designer Furniture
- Sterling Silver Flatware, Coins & Bullion
- Petroliana & Automobilia Collectibles
- Historical Memorabilia & Documents
- Sports, Hunting, & Fishing Equipment
- Utilitarian & Decorative Art
- Fine Wine & Spirits
- ATVs, UTVs, Automobiles & Trailers
- Appliances, Cabinets, & Housewares
- Designer Fashion Handbags & Accessories
- Musical Instruments & Audio Stereo Equipment
- Furnishings, Rugs, Clocks, & General Residential Contents
- Pre-Columbian Art & Artifacts (Central America, New World, Mexico)



Personal Property Appraisal & Consulting Services Provided

- Bankruptcy & Collateral Loan Appraisals using Market Value, Actual Cash Value, or Net Value
- Non-Cash Charitable Donations & Internal Revenue Service Estate Taxation
- IRS / Internal Revenue Service Appraisal Services (Taxes & Donation)
- Insurance Replacement Value, Coverage, & Cost for Scheduling
- Private Collection, Museum & Corporate Acquisition Consulting
- Divorce, Marital Dissolution with Equitable Distribution & Division
- Expert Witness Testimony, Deposition & Legal Appraisal Review
- Pre-loan Museum Inventory & Appraisal Valuation Services
- Client-centered Consignment Contract Negotiations
- Potential Sale Estimates (Estimated Range of Value)
- Authentication Analysis, Identification & Assistance
- Asset Marketing Plans & Long-term Exposure Goals
- Insurance Claim, Dispute, Resolution, & Settlement
- Inventory for Archival Storage & Moving Processes
- Mass Quantity Appraisals & Blockage Application
- Restoration & Conservation Consulting & Review
- Auction House Estimate of Value Consultations
- Art Loan Valuations for Collateral Procurement
- Collection Inventory Management & Curation
- Value-maximizing Auction Location Services
- Property Investigation & Research Services



Local & Regional Auction & Estate Sales (experience in valuing & selling wide ranges & levels of personal property)

- Fine Art, Books, Costumes, Furniture, Antiques, Decorative Arts, & Toys (Indianapolis, Indiana) - 2016
- Real Estate Multi-Parcel Auction of Investment Properties (Indianapolis, Indiana) - 2014
- Fashion, Memorabilia, Dec Arts, Paintings, Jewelry & Residential Contents (Andover, KS) - 2014
- Comics, Baseball Cards, Toys, Collectibles & Residential Contents (Haysville, Kansas) - 2013
- Antiques, Stereo Gear & Tools with Two Residential Contents (Wichita, Kansas) - 2013
- Workshop Tools, Stereo Electronics, China, & Residential Contents (Goddard, Kansas) - 2013
- Antiques, Coins, Jewelry, Tools, Residential Contents, & Office Furniture (Wichita, KS) - 2013
- Furniture, Antiques, Appliances, Electronics, & Residential Contents (Augusta, Kansas) – 2013
- Coins & Personal Property Auction (Saint Louis, Missouri) – 2013
- Crystal & Decorative Arts Auction (St. Louis, Missouri) – 2013

Notable Insurance Coverage Appraisal Projects (ending number represents report entries)

- Boulder Colorado – Contemporary Chicago (IL) & Los Angeles (CA) Based Collection - 37
- Gillette Wyoming – Public Collection of Western Paintings, Bronzes, Prints, & Outdoor Sculptures - 108
- Boulder Colorado - Fossils, Coins, Luxury Luggage, Music Instruments, Sports & Movie Memorabilia, Art - 46
- Grand Junction Colorado - Fine Art Paintings, Sculptures, Sports Memorabilia & Native American Rug - 38
- Indianapolis Indiana - 20th Century African Art, Photographs, Couture Clothing, & Designer Furniture - 71
- Manitou Springs Colorado - 20th Century Native American Weavings, Kachinas, Antiques, & Western Art - 33
- Wichita Kansas - 20th & 21st Century Fine Art Impressionist to Western Paintings, Prints & Sculptures - 63
- Denver Colorado - 20th & 21st Century Fine Art Paintings & Native American Weaving - 30
- Hutchinson Kansas - 20th Century Fine Art Impressionist & Western Paintings, Prints, Sculptures & Ceramics - 92
- Grand Junction Colorado - 20th & 21st Century Western & European Drawings, Sculptures, & Paintings - 60
- Indianapolis Indiana - 20th Century Cubist, Surrealist & Impressionist Prints, Paintings, & Sculptures - 42
- Snowmass Colorado - European Antiques, American Designer Furniture, Fine Art, & Persian Rugs - 84
- Richmond Indiana - 19th to 21st Century Antiques, Piano, Luxury Furnishings, Rugs, Silver, Prints, & Paintings - 72
- Edwards Colorado - 20th Century Canadian Inuit Sculptures, American Fine Art Paintings, & Sculpture - 33
- Zionsville Indiana - 20th & 21st Impressionist Fine Art Paintings & Decorative Arts - 41
- Lafayette Colorado - 20th & 21st Century European & American Fine Art Paintings, Prints & Sculptures - 39
- Aspen Colorado - 20th & 21st Century Fine Art Paintings, Prints, Sculptures, Drawings & Designer Furniture - 84
- Salina Kansas - 20th Century Western Fine Art Paintings & Drawings - 42
- Denver Colorado - 20th & 21st Century American, Cuban, & European Paintings, Prints, & Sculptures - 43
- Carmel Indiana - 20th Century African Shona Stone & Wood Carvings - 34
- Grand Junction Colorado - Public Art Collection - 19th Century to 21st Century Asian Art, Western Art, Decorative Art, & Historical to Vintage Native American Pottery & Weavings – 509

Divorce & Equitable Distribution Appraisal Reports (since 2016 – most never reach court status)

- Denver Colorado Divorce - Two Artist Living Estates: Ceramics, Etchings, Silkscreens, Paintings, Watercolors, & Drawings - **Testified** on November 17, 2020, then settled - 354 (4,715)
- Kansas City Kansas Estate Equitable Division - Asian Art, Vintage Furniture, Clocks, Rugs, & Antiques - 276
- Vail Colorado Divorce - Contemporary Art, Residential Contents, Luxury Furniture & Furnishings - 97
- Wichita Kansas Divorce - Mid-Century Modern Designer Furniture, Modern Art, Luxury Furnishings, Designer Handbags, Sterling Silver, Photography, Luxury Automobile, & Residential Contents - 270
- Franktown Colorado Estate Division - Asian Art, Fine Art, Persian Rugs, Antiques, & Decorative Arts - 139
- Omaha Nebraska Divorce - ATV, Golf Cart, Boat, Art, Furnishings, Furniture, Exercise Equipment, Wine Collection, Tools, Firearms, Luxury Designer Handbags, Sports Memorabilia - 334
- St Louis Missouri Divorce - Art, Furniture, Residential Contents, Electronics, Sports Memorabilia, Music Instruments & Related Vintage Gear – **Deposition** on May 14, 2018, settled - 281
- Breckenridge Colorado Divorce - Art, Electronics, Designer Furniture, Wine, & Residential Contents - 250
- Ladue Missouri Divorce - Competition Bicycles, Tools, Fine Art, Rugs, Sports Collectables & Designer Furniture - 66
- Indianapolis Indiana Divorce Case - Recording Studio Equipment, Pedals, Soundboards, Amplifiers, & Music Instruments - settled & case closed – 49
- Steamboat Springs Colorado Divorce Case - Wine Collection 119 Vintages, George Nakashima Furniture, Designer Furniture, SUV Vehicle, Fine Art, & Residential Contents - 294
- St Louis Missouri Family Equitable Distribution - Fine Art Ivory Sculpture Carvings & Ivory Tusk Collection – 53
- Wichita Kansas Divorce - Firearms, Purses, Coins, Household Contents, Contemporary Furniture & Furnishings - 242
- Tulsa Oklahoma Market Value - Fine Art, Antiques, Decorative Arts, Furniture, & Asian Art - 163
- Vail Colorado Market Value & Consulting - Fine Wine & Spirits Collection 1920-2010 Vintages - 308
- Grand Rapids Michigan Divorce - Colorado Art Collection - **Testified** on January 12, 2018, then settled - 16
- Noblesville Indiana Divorce - Art Collection of Artist Spouse - settled after report completion & presented - 159
- Council Bluffs Iowa Divorce - Antiques, Fine Art Photography, Coins, Comics, Sports Memorabilia, Office Equipment, Musical Instruments, & Furniture – settled after report completion - 150
- Denver Colorado Divorce – Sculptures, Prints, Paintings, Furniture & Handbags – **Testified** on August 20, 2025 – 147
- Wildwood Missouri Divorce – Handbags, Furniture, Collectibles, Professional Holiday Props, Clothing & Furnishings - 496

Donation Non-Cash Charitable Contribution w/8283 Form & Gift Tax IRS Appraisal Submissions

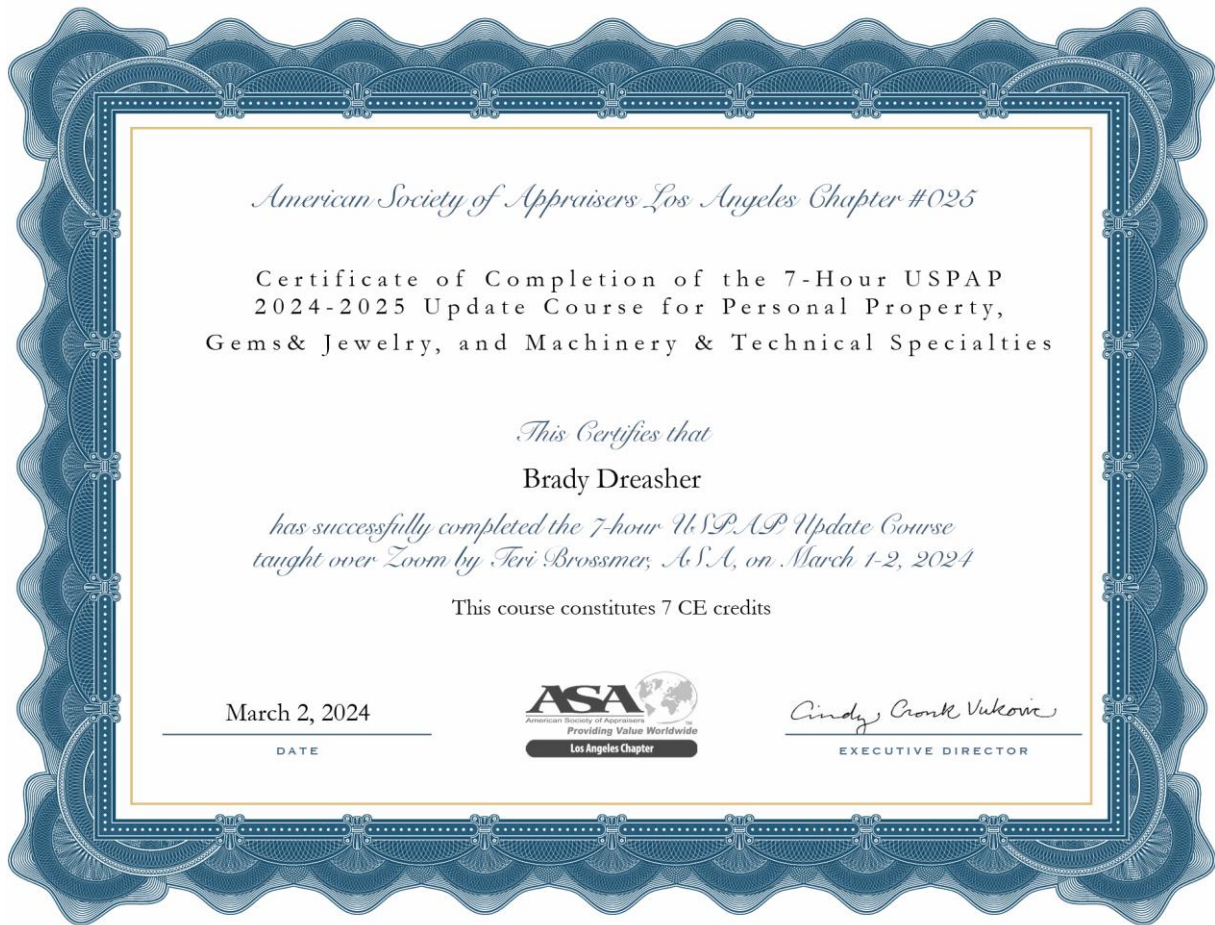
- Aspen Colorado Charitable Contribution IRS Donation – Designer Furniture, Furnishings, Fixtures, & Cabinets – 100
- Boston Massachusetts IRS Donation – Fine Art & Contemporary Art Collection of Paintings, Prints, & Sculpture – 24
- Grand Rapids Michigan IRS Museum Donation - Couture Fashion Runway Designer Clothing Collection – 123
- Bloomington Indiana IRS Museum Donation – 17th Century Italian Master Copper Plate Etchings – 33
- Aspen Colorado IRS Non-Cash Charitable Contribution - Professional Artist Studio with Letter Typeface - 125 (129,933)
- Indianapolis Indiana IRS Museum Donation - Fine Art, Luxury Runway Designer Fashion, Accessories, & Clothing – 645
- Topeka Kansas IRS Non-Cash Museum Donation – European Impressionist & American Fine Art Collection – 52
- Lexington Kentucky Non-Profit Net Asset Scheduling – Sterling Silver Trophies, Award Sculptures, Fine Art & Toys - 311
- Aspen Colorado IRS Donation - Cabinets, Appliances, Flooring, Granite, Wood Beams, Accent Lighting & Fixtures – 172
- Kansas City Missouri IRS Donation - Northwest & Southwest Native American Art, Artifacts, Pottery, & Weavings – 252
- Phoenix Arizona Museum Donation - Fashion Designer Clothing, Costume Jewelry, Textiles, Paintings & Drawings – 521
- Aspen Colorado IRS Gift Tax – Designer Furniture, Luxury Furnishings, Antiques, Rugs, African Art, & Fine Art – 180

Noteworthy IRS Estate & State Filed Estate Probate Appraisals (since 2016 / bold is report entries 275+)

Cheyenne Wyoming State Probate – Native American Pottery, Coins, MCM Furniture, Decorative Arts & Sterling Silver - **457**
 Aspen Colorado IRS Estate Tax – Fine Art Prints, Designer Artisan Glass, Books, Vintage Furniture & Residential Contents - 187
 Lexington Kentucky - 20th & 21st Silver Trophy Equestrian Awards, Fine Art, Autographs & Toy Collectibles - **289**
 Colorado Springs IRS Estate Tax – Rugs, Vintage Furniture, Ivory, Sterling Silver, Clocks, & Far East Art & Antiquities - **278**
 Kansas City Kansas IRS Estate Tax – Native American Indian Pottery, Asian Art, Decorative Arts & Fine Art - **575**
 Omaha Nebraska IRS Estate Tax – Fine Art, Persian Rugs, Books, Manuscripts, Luxury Furnishings & Residential Contents - **990**
 Evergreen Colorado Estate Probate – Sterling Flatware, Decorative Arts, Antiques, Rugs, Fur Coats & Books – 170
 Aspen Colorado IRS Estate Tax - Art, Sterling Silver, Collectibles, Decorative Art, Wine, General Contents & Furniture - **317**
 Woody Creek Colorado IRS Estate Tax – Native American Artifacts, Antiques, Sculptures, Furniture, Paintings, Fine Wine - **763**
 Indianapolis Indiana Estate Probate – Antiques, Sterling Silver, Fine Art, Books & Residential Contents - 140
 Greenwood Village Colorado IRS Estate – Designer Furniture, Silver, Electronics, Inuit, Native American, Fine & Folk Art - **300**
 Wichita Kansas IRS Estate Tax – Shaker & Victorian Antiques, Civil War Flags, Firearms, Belt Plates, Currency & Books – **2,522**
 Springfield Missouri State Probate – MCM Furniture, Art, Antiques, Vintage Stereo Equipment, Coins & General Contents - 199
 St Louis Missouri IRS Estate Tax - Art, Vintage Posters, Decorative Art, Instruments, Furniture, Collectibles & Taxidermy - **409**
 Aspen Colorado IRS Gift Tax – Designer Furniture, Antiques, Electronics, Furnishings & Residential Contents – 180
 Aspen Colorado & Miami Florida IRS Estate Tax – Fine Art, Designer Furniture, Antiques, Sterling Silver Collectibles - **558**
 Geuda Springs Kansas IRS Estate Tax – Farm Tools, ATV, Quilts, Vehicles, Generators, Coins & Residential Contents - 177
 Boulder Colorado IRS Estate Tax - Antiques, Fine Art, Native American Rugs, Pottery & Clothing – **582**
 Aspen Colorado IRS Estate Tax – Asian Arts, Fine Art, Vintage Collectibles, Furniture & Clothing - 253
 Indianapolis Indiana Estate Probate - Artist Estate, Ivory, General Contents, MCM, & Vintage Designer Furnishings - **404**
 Beaver Creek Colorado & Dallas Texas IRS Estate Tax - Art, Designer Furniture & Residential Contents - **299**
 St Louis Missouri IRS Estate Tax – Piano, Fine Art, Residential Contents, Posters, Sterling Silver, Rugs & Furniture - 149
 Parker Colorado Estate Probate – Peruvian Furniture, Vintage Collectibles, Woodshop Tools, Art & Residential Contents - **275**
 Topeka Kansas IRS Estate Tax - Art, Antiques, Glass, Porcelain, Silver, Rugs, Designer Clothing & Handbags - **867**
 Vail Colorado IRS Estate Tax - Fine Art, MCM Designer Furniture & Residential Contents - 134
 Indianapolis Indiana State Probate – MCM Furniture, Vintage Furnishings, Household Contents, Coins & Firearms - **339**
 Wichita Kansas IRS Estate Tax - Antiques, Decorative Arts, Fine Art, Sterling Silver, Artifacts & Prints – 124
 Basalt Colorado IRS Estate Tax of US Dignitary – Presidential Collectibles, Art, Antiques, Native American Artifacts - **320**
 Aspen Colorado Estate Probate – Art, Coins, Native American Artifacts, War Memorabilia, Firearms & Instruments - **328**
 Boulder Colorado IRS Estate Tax – Designer Furniture, Decorative Arts, Luxury Handbags & Fine Art - 145
 Aspen Colorado & Washington DC IRS Estate Tax - Art, Wine Antiques, Furniture & Native American - **619**
 Palm Springs California & Wichita Kansas IRS Estate Tax - Antiques, Fine Art Paintings, Prints, Sculptures & Sterling Silver – 178
 Joplin Missouri – Jade Antiquities, Sterling Silver Collectibles, Art, Antiques, Furniture, General Contents & Furnishings - **443**
 McPherson Kansas & Richmond Virginia IRS Estate Tax for Fortune 900 Company CEO - Native American Artifacts, Hunting Gear, Firearms, Ammunition, Wine, Boats, Decoys, ATVs, Farm Equipment & Residential Contents - 195
 Aspen Colorado & Chicago Illinois IRS Estate Tax for Fortune 500 Company - Fine Art, Decorative Art, Asian Art, Mid-Century Designer Furniture, Luxury Furnishings, Rugs, Books & Residential Contents – **325**
 Aspen Colorado / Palm Beach Florida / Malibu California IRS Estate Tax for Fortune 500 Company CEO - Decorative Art & Furnishings, Wine, Prints, Fine Art Photography, Fabergé Egg, & Designer Furniture - **760**
 Aspen Colorado IRS Estate Tax – Designer & MCM Furniture, Coins, Firearms, Motorcycle, WWI & WWII Collectibles, Fine Art, Glass Insulators Collection, Guitars, Decorative Arts, Native American Weaving & Artifacts - **329**
 Steamboat Springs IRS Estate Tax - Fine Art, Antiques, Ivory, Native American, African, Sports Memorabilia, Collectibles, Cameras, Specialty Firearms, Silver, Coins, Vehicles, Tools & Residential Contents - **3,154**
 Kansas City Missouri & Miami Oklahoma IRS Estate Tax for Fortune 500 Company CEO - Fine Art, Artifacts, Electronics, Sports Equipment, Textiles, Outdoor Furniture, Decorative Furnishings & Designer Furniture - **310**
 Aspen Colorado & Los Angeles California IRS Estate Tax for Fortune 500 Company CEO – Folk Art, Antiques, Decorative Art, Native American, Rugs, Antique Advertising, Sports Equipment, Textiles & Outdoor Furniture – **351**

Insurance Claim Appraisal Assignments (many of our appraisals for divorces & claims never reach dispute status)

- Colorado Theft & Unjust Enrichment Lawsuit - Fine Art – counsel(s) stipulated to appraisal's valuation & admissibility
- New Mexico Insurance Flood Claim - Roswell Museum - Historical Native American Artifacts & Weaponry & Firearms
- Alabama Insurance Fire Claim - Large Fine Art Print Collection - case is currently stayed
- Texas Insurance Theft Claim – Fine Art Collection - case is currently stayed
- Nebraska Insurance Fire Claim – Antique Furnishings, Prints, Militaria, Records, Clocks, Trains, & Books – settled
- Missouri Insurance Fire Claim - Antique Glass & Historical Artifacts - settled after report completion
- Florida Insurance Fraud Claim - Fine Art Collection - case is currently stayed
- Kansas Insurance Flood Claim - Designer Clothing & West African Traditional Clothing - settled & case closed
- England Insurance Fraud Claim – Large Print Collection - case is currently stayed
- New Jersey Auction House vs Indiana Collector Case - Misrepresentation of Art (deemed forgery/fraudulent based on report evidence) - settled after report completion & presented
- California Moving Company Vs Kansas Private Party - Insurance Claim Damage Dispute – settled after report
- Missouri Insurance Tornado Claim – Petroliana & Automobilia Collectibles – settled after report completion
- Kansas Private Party vs PayPal / eBay - Misrepresentation of Designer Fashion Handbag (deemed forgery/fraudulent based on report evidence) - settled after report completion & presented



3. Reviews & Clientele List

Art of Estates - Art Appraisal & Consulting

5.0 ★★★★★ (42) · Estate appraiser

(720) 495-3753

Open · Closes 6 PM

"Rapid, Thorough, Accurate Appraisals!"



BBB Rating: A+

As of 12/16/2025

[Click for Profile](#)

Google Reviews can be found in each of our markets (with exception to Cincinnati, Chicago, & Colorado Springs where no Google Profiles exist yet). Art of Estates' first office and Better Business Bureau location originated in [Wichita, Kansas](#). The logo above is clickable and will take you to BBB verified reviews. The list below has not been updated in 3 years but does provide a brief look at the number of clients we have served over the years. A running internal list of our past clients includes more than 569 Museums, Art Associations, Law Firms, Art Galleries, CPAs, Frame Shops, Conservators, Banks, Institutions, Foundations, Public Trusts, Universities, Auctions, Schools, Foundations, Libraries, and Corporations. This list of 578 does not include private parties confidentially served. Since 2010, Art of Estates has delivered 853 signed, certified, and USPAP-compliant appraisal reports as of this quote.

McGuire Woods LLP, Richmond, Virginia	Leslie Hindman Auctioneers, Denver, Colorado
Liberty Mutual Insurance, Golden, Colorado	Corbett's Auction House, Denver, Colorado
Heidman Law Firm, P.L.L.C., Sioux City, Iowa	Slotin Folk Art Auction, Buford, Georgia
Looking Sharp LLC, Loveland, Colorado	Customized Estate Sales, Wichita, Kansas
Intrust Bank, Wichita, Kansas	Denver Museum of Nature & Science, Colorado
State Farm Insurance Agency, O'Fallon, Missouri	Sarkovics Law, Carmel & Indianapolis, Indiana
Neot Ephratah Academy, Council Grove, Kansas	Southwest National Bank, Wichita, Kansas
Streng, ESQ, Georgetown, Colorado	Bonham's Auctions, San Francisco, California
Liberty Mutual Insurance, Seattle, Washington	Lloyds of London, United Kingdom
Entegra Technology Solutions, Indianapolis, Indiana	Emprise Bank Collection, Wichita, Kansas
Florida Homes Realty & Mortgage, Melbourne, Florida	Chubb Insurance Group, Alabama
WSU Foundation, Wichita Kansas	Great Northern Insurance Company, Indianapolis, IN
Drake Law Firm, PC, Golden & Greenwood Village, Colorado	Wichita Art Museum, Kansas
Heida Law Firm, Omaha, Nebraska	Gavin Spanierman Gallery, Manhattan, New York
Swope Museum of Art, Terre Haute, Indiana	Trenna S. Parker Law Office, Noblesville, Indiana
Liberty Mutual, Boston, Massachusetts	Fort Hays State University, Kansas
Faegre Drinker Biddle & Reath LLP, Denver, Colorado	Doan-Bezner Attorneys at Law, Rancho Palos Verdes, CA
Moss Adams CPA & Consulting, Eugene, Oregon	Coutts Museum of Art, El Dorado, Kansas
Stephen Sprouse LLC, Traverse City, Michigan	Indiana Home Auctions, Danville, Indiana
Paul M. Cowan & Associates, P.A., Palmetto Bay, Florida	Wichita State University, Wichita, Kansas
Beck, Jonson & Nolan, PC, Lakewood, Colorado	Firestone Fine Art, Miami, Florida
Don Mill Law Office, Cheyenne, Wyoming	Van Witt Fine Art Conservation, Kansas City, Kansas
Yampa Valley Bank, Steamboat Springs, Colorado	Farmers Insurance, Indianapolis, Indiana
Society of St. Vincent de Paul, Wichita, Kansas	Lester Raymer Society Museum & Red Barn Studio, Lindsborg, Kansas
Weiss and Van Scoyk, LLP, Steamboat Springs, Colorado	Baltzell Design, Philadelphia, Pennsylvania
Global Academic Consultants, Boulder, Colorado	Farmer's Alliance Insurance Companies, Salina, Kansas
Kansas Public Television, Wichita, Kansas	Thunderbird Foundation Maynard Dixon Home, Mount Carmel, Utah
J. G. Elliot, Insurance Center, Scottsbluff, Nebraska	Southwestern College, Winfield, Kansas
Platte Valley Bank, Scottsbluff, Nebraska	Nationwide Insurance, Kansas City, Missouri
Washburn University, School of Law, Topeka, Kansas	Wichita Historical Society, Kansas
AIG, Art Collection Management, West Palm Beach, Florida	Wayne County Historical Museum, Richmond, Indiana
Nadeau's Auction Gallery, Windsor, Connecticut	Mid-America Fine Arts Gallery, Wichita, Kansas
HMK Properties Estate Investment, St Louis, Missouri	New Orleans Auction Galleries, Louisiana
Roanoke Insurance Group, Houston, Texas	Carriage Factory Art Gallery, Newton, Kansas
Della & Zella Interiors, Aspen, Colorado	Kansas City Auction Company, Missouri
Bank of America, Estate Settlement Branch, Washington DC	Haysville Municipal Library, Haysville, Kansas

E.Central, Denver, Colorado	Susanin's Auctioneers, Chicago, Illinois
DECO Insurance Agency, Laurie, Missouri	Art & Frame, Wichita, Kansas
Indianapolis Museum of Art, Indianapolis Indiana	Carmel High School, Carmel, Indiana
Armed Forces Insurance Exchange, Leavenworth, Kansas	Legend Fine Arts Gallery, Kansas
Sharpnack Bigley Stroh & Washburn LLP, Columbus, Indiana	Masterson Properties Property Management, Indianapolis, IN
Lupien Insurance Group Travelers Insurance, Aurora, Colorado	Beauchamp Gallery, Topeka, Kansas
Old National Bank & Wealth Management, Columbus, Indiana	Midwest Energy Partners, Indianapolis, Indiana
East West Resorts & Beaver Creek Mountain Lodging, Avon, CO	Philanthropist Timothy Johnson, Fort Hays, Kansas
Cornhusker Bank, Lincoln, Nebraska	Melody's Estate Sale, Logansport, Indiana
Wells Fargo Advisors, Fort Worth, Texas	Pratt County Collection, Kansas
Goshen Public Library, Goshen, Indiana	Frame Designs Custom Picture Framing, Carmel, Indiana
State Farm Insurance, Carbondale, Colorado	McCurdy Auction Real Estate Specialists, Wichita, Kansas
Hooverwood Jewish Home, Indianapolis, Indiana	Allstate Insurance, Carmel, Indiana
Stucker Fisher Investment Group, Fort Worth, Texas	Vernon Filley Art Museum, Pratt, Kansas
Edward Jones Financial Advisor, Boulder, Colorado	Dayton Art Institute, Ohio
Dolan & Associates, P.C. Attorney at Law, Westminster, CO	Westside Delano Church, Wichita, Kansas
Tabor Christian College, Hillsboro, Kansas	Moonshot Gallery, Noblesville, Indiana
Silversmith Legal, Vail, Colorado	Kansas City Public Television, Kansas City, Missouri
Heritage Auction, Beverly Hill, California	Nelson-Atkins Museum, Kansas City, Missouri
USAA Casualty Insurance Company, Kansas City, Missouri	Foulston Siefkin Legal LLP, Wichita, Kansas
The Little Nell, Aspen, Colorado	Sotheby's Auction, New York City, New York
Roane Architecture, Santa Rosa, California	Premier Insurance Services, Miami, Florida
Gaughan & Connealy Estate Planning, Overland Park, Kansas	Friends University, Wichita, Kansas
Elder Law Source, Greenwood Village, Colorado	Indiana Historical Society, Indianapolis, Indiana
Brown & James Law Firm, St Louis, Missouri	Adamson-Duvannes Gallery, Los Angeles, California
Freedom Hooves Therapeutic Riding Center, Wichita, Kansas	Meridian-Kessler Association – Indianapolis, Indiana
Wine Bid, Napa, California	Art Link International, Palm Beach, Florida
The Frame Shop & Franklin Barry Gallery, Indianapolis, Indiana	Selective Insurance, Carmel, Indiana
Dolan & Associates, P.C. Attorney at Law, Brighton, Colorado	Service Master Restore & Recovery, Kansas City, Missouri
Simon Reed & Salazar, Miami, Florida	Indianapolis Art Museum, Indiana
Farmers Insurance, Salina, Kansas	Ulrich Museum of Art, Wichita, Kansas
Engel & Völkers, Aspen & Snowmass, Colorado	Ontario Systems, Muncie, Indiana
City Chamber of Commerce, Council Grove, Kansas	Mesirow Insurance Services INC, Chicago, Illinois
Cincinnati Insurance, Fort Wayne, Indiana	Farm Bureau Insurance, McPherson, Kansas
Rhinestone Exchange, Westminster, Colorado	The China Cellar, Philadelphia, Pennsylvania
Mousel, Brooks, Schneider & Mustion, P.C., McCook, Nebraska	Indiana Association of Realtors, Indianapolis, Indiana
AIG (American International Group), Denver, Colorado	University of Kansas, Lawrence, Kansas
Heilman Law Office, Council Grove, Kansas	McDougall Fine Arts, Gloucester, Massachusetts
Luxury Estate Managers of Aspen, Colorado	Pittsburg State University, Kansas
The Benton House, Indianapolis, Indiana	GreenTree Assisted Living, Fort Harrison, Indiana
UniGroup Moving, Fenton, Missouri	Bonham's Auctions, Los Angeles, California
Farmers Insurance, Centennial, Colorado	Community Bank of Raymore, Baxter Springs, Kansas
RR Auction, Boston, Massachusetts	Seigfreid Bingham, Kansas City, Missouri
Insurance Store Inc., Chesterfield, Missouri	Frame Guild Restoration, Wichita, Kansas
Newfields Museum of Art, Indianapolis, Indiana	Another One's Treasure, Indianapolis, Indiana
Chubb Group of Insurance Agency, Kansas City, Missouri	MK Consignments, Wichita, Kansas
Concordia University, Seward, Nebraska	SELECT Art Fair Miami, New York City, New York
Thomas Waterman Wood Gallery, Montpelier, Vermont	Birger Sandzén Memorial Art Gallery, Lindsborg, Kansas
Southern Utah University, Cedar City, Utah	Everything But the House, Indianapolis, Indiana
Fireman's Fund Insurance, Shawnee Mission, Kansas	Art Gallery XII, Wichita, Kansas

Whalen Law Office, Wichita, Kansas
 Bentley Cellars, Walnut Creek, California
 Akerman LLP, Miami, Florida
 State Farm Insurance, Aurora, Colorado
 Kahrs Law Offices P.A., Wichita, Kansas
 Mata Photography, Hickory, North Carolina
 Heritage Auctions, Dallas, Texas
 Northwestern Mutual, Los Angeles, California
 United States Marine Corps Reserve, Omaha, Nebraska
 State Farm Insurance, Lakewood, Westminster, Colorado
 Haven Art Group, Chicago, Illinois
 Chubb Group of Insurance Companies, O'Fallon, Missouri
 Bennett & Kennedy PLC, Scottsdale, Arizona
 ACE Limited Insurance Company, Edmonds, Washington
 Denver Art Museum, Denver, Colorado
 Chubb Insurance Company, Texas
 Magnatone USA, St. Louis, Missouri
 Ebbinghouse Law Group, Indianapolis, Indiana
 KC Auction & Appraisal, Kansas City, Missouri
 Hawker Beechcraft General Aviation, Wichita, Kansas
 Joslyn Art Museum, Omaha, Nebraska
 Lane County Historical Museum, Dighton Kansas
 Morris Funeral Homes, Andover, Kansas
 Ciccone Law ESQ LLC, Denver, Colorado
 State Farm Agency, Lincoln, Nebraska
 Hospital Sisters of St. Francis, Springfield, Illinois
 Schechter Law Firm, Saint Louis, Missouri
 Textron Aviation, Wichita, Kansas
 Major Hospital Foundation, Indianapolis, IN
 Reno County Museum, Hutchinson, Kansas
 Clay County Art Council, Clay Center, Kansas
 Christian County Library, Springfield, Missouri
 Wiebold Restoration Studio, Cincinnati, Ohio
 Cohen Garelick & Glazier Attorneys at Law, Indianapolis, IN
 Rago Arts & Auction Center, Lambertville, New Jersey
 Stifel Financial Advisors, Saint Louis, Missouri
 Earlham College, Richmond, Indiana
 Beloit Auction & Realty, Beloit, Wisconsin
 Sherri Roizen Estate Jewelry, Indianapolis, Indiana
 Attic to Appraisals, Naperville, Illinois
 Amanda McGhee Appraisals, St. Louis, Missouri
 Bauer Kloeckener Rose Appraisers, St. Louis, Missouri
 Cornejo & Sons Construction, Wichita, Kansas
 Lane Powell Law Firm, Seattle, Washington
 Professional Cargo Services, Wichita, Kansas
 Arnie Nudell Estate, Beaver Creek, Colorado
 Cessna Aviation, Wichita, Kansas
 Richmond Art Museum, Richmond, Indiana
 J.H. Berra Construction Company, Saint Louis, MO
 Matthew Bullock Auctioneers, Ottawa, Illinois

Brownsburg High School, Brownsburg, Indiana
 Chubb Insurance Group, Indiana
 Armstrong Chamberlin, Haysville, Kansas
 Albrecht-Kemper Museum of Art, Saint Joseph, Missouri
 Wesley Medical Center, Kansas
 Chubb Insurance Company, Arkansas
 Heartland Coin Gallery, Andover, Kansas
 Bethany College, Lindsborg, Kansas
 Farmers Insurance, Joplin, Missouri
 Clay County Arts Council, Kansas
 Christian County Library Foundation, Ozark, Missouri
 Bessemer Trust, New York City, New York
 Merrill Lynch Di Lanni Financial, Aspen, Colorado
 Milfam LLC / Lima Advisory, West Palm Beach, Florida
 McGinn Law Firm, Council Bluffs, Iowa
 Freeport-McMoRan, Phoenix, Arizona
 Snowmass Select Properties, Snowmass, Colorado
 Fortner & Short CPA, Wichita, Kansas
 Leamon, Peterson & Bello Adjusters, Overland Park, Kansas
 Redline Consulting, Denver, Colorado
 Ameriprise Private Wealth Advisory, Council Bluffs, Iowa
 Auto Owners Insurance, Independence, Missouri
 SLAB Limited Liability Corporation, Wichita, Kansas
 Bessemer Trust, Denver, Colorado
 Woody Auction, Augusta, Kansas
 Hoffman, Sabban & Watenmaker, Los Angeles, California
 Independence Claim Branch, Independence, Missouri
 Summit Medical Center Foundation, Frisco, Colorado
 Camp High Hopes, Sioux City, Iowa
 National Mining Hall of Fame & Museum, Leadville, Colorado
 Frasca Joiner Goodman & Greenstein, Boulder, Colorado
 Ritz-Carlton Hotel & Luxury Resort, Sarasota, Florida
 Lewis Art Consulting, Englewood, Colorado
 Case Antiques, Nashville, Tennessee
 Marquette Manor Senior Living, Indianapolis, Indiana
 Gresham Savage Nolan & Tilden, PC, San Diego, California
 Biloxi Marsh Lands Corporation, New Orleans, Louisiana
 Eichner Law Firm Trial Lawyer, Denver, Colorado
 Hutchinson Art Center, Hutchinson, Kansas
 Ameriprise Financial, Nebraska City, Nebraska
 Alimco Financial Corporation, West Palm Beach, Florida
 Centura Health Physician Group, Centennial, Colorado
 CHUBB Group of Insurance, Denver, Colorado
 Flying Moose Antique Mall, Wichita, Kansas
 Indiana University, Bloomington, Indiana
 Hays Insurance Broker, Minneapolis, Minnesota
 Jefferson County Belmar Library, Lakewood, Colorado
 Vail Valley Foundation, Vail, Colorado
 Summit Hill Insurance, Lees Summit, Missouri
 Freeport Foundation, Empire, Colorado

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Regular City Council Meeting

11.

Meeting Date: 02/12/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval for the Roswell Police Department to purchase and outfit two patrol vehicles in the amount of \$125,305.58. (Gass/Aldana)

BACKGROUND:

Initiated by: Albert Aldana

The Roswell Police Department (RPD) is requesting approval to purchase and outfit two (2) patrol vehicles to support ongoing law enforcement operations. Earlier in FY26, RPD lost a patrol vehicle as a result of a crash. The New Mexico Self-Insured Fund has issued \$42,000 to the City toward replacement of that vehicle.

Additionally, on Friday, January 9, 2026, an RPD Sergeant was involved in a traffic collision while on patrol when an intoxicated driver failed to stop at a stop sign and struck the patrol vehicle. Preliminary assessment indicates damage to the vehicle frame, and the vehicle is anticipated to be totaled. Replacement of these vehicles is necessary to maintain adequate patrol coverage and operational readiness.

Approval is requested for the purchase of two patrol vehicles from Albuquerque Motor Company dba Melloy Dodge through New Mexico Statewide Price Agreement No. 40-00000-24-00068. Approval is also requested for the procurement and installation of required law enforcement equipment and vehicle upfitting services from New Mexico Emergency Products (AEP NM) through State of New Mexico Price Agreement No. 20-00000-21-00030.

FINANCIAL CONSIDERATION:

Financial Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: N/A

Expense: 11014111-817506 (Capital Outlay-Vehicles) - \$89,968.02
11014111-817505 (Capital Outlay-Equipment) - \$35,337.56

The cost for two patrol vehicles \$89,968.02 with a cost of \$35,337.56 to outfit both vehicles with emergency equipment. The total cost for both outfitted patrol vehicles is \$125,305.58.

LEGAL REVIEW:

N/A

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended approval 5-0 at its meeting on February 3, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

1/9/2026



Albuquerque Motor
Company
DBA Melloy Dodge
9621 Coors Blvd NW
Albuquerque, NM 87114

BID/QUOTE

State Contract 40-00000-24-00068

Item#	6			\$44,879.00
Vehicle Description:		Discount	11%	-\$4,936.69
2026 DODGE DURANGO PURSUIT AWD *BLACK				

Factory Options:				\$6,165.00
See attached POC		Discount	2%	-\$123.30

Aftermarket options:				\$0.00
		Discount	5%	\$0.00
NA				
NA				
NA				
NA				

Single Vehicle Total	\$45,984.01
DEALER DISCOUNT PER UNIT	-\$1,000.00
2 Vehicle Total	\$89,968.02

Alicia Gonzales

Fleet Sales

Cell (505) 660-2761

Direct (505) 922-2594

agonzales@melloydodge.com



Quotation

Date Jan 11, 2026	Page 1
Order Number QTE0041765	

New Mexico Emergency Products

3211 University Blvd. SE, Suite C

Albuquerque, NM 87106

Phone: (505) 242-9111

Fax: (505) 246-2267

Sold To:

City of Roswell (PD)
Attn: Deputy Chief Alberto Aldana
P. O. Box 1838
128 W 2nd street
Roswell, NM 88201

Ship To:

AEP NM
3211 University Blvd. SE, Suite C
Albuquerque, NM, 87106

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2X Patrol Build 2026 Dodge Durango		ROS10501	FJ	Jan 11, 2026		NET30

Year	Make	Model	Color	State Contract #
2026	Dodge	Durango	Black	20-00000-21-00030

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Contact: Deputy Chief Alberto Aldana 575-420-6834 ***Phone: (575) 370-2092*** ***Email: fjimenez@leacounty.net*** ***2026 Dodge Durango-Traffic (2X)*** BluePrint w/SYNC ***LIGHTBAR DUAL COLOR***			
2.00	INST05526 / Parts	48" mPower Exterior Stealth RW-BW w/Directional SoundOff Quote # QSF122788 ***GRILL FRONT LIGHTING***	1,872.5000	N	3,745.00
2.00	LEDS03387 / EMPS2STS4E	mPower Fascia LED, Stud Mount, 12-LED, Blue/White	100.5300	N	201.06
2.00	LEDS03386 / EMPS2STS4D	mPower Fascia LED, Stud Mount, 12-LED, Red/White	100.5300	N	201.06
4.00	LEDS03364 / PMP2BKDGAI	90 deg Adjustable Mounting Bracket for mPower LED ***MIRROR LIGHTS***	9.0200	N	36.08
2.00	LEDS02939 / ENT2B3D	Intersector LED Under Mirror Warning Light, Red/White	200.7300	N	401.46
2.00	LEDS02940 / ENT2B3E	Intersector LED Under Mirror Warning Light, Blue/White	200.7300	N	401.46

Quotation continued on next page ...

City Council

195 of 329

Roswell, NM



Quotation

Date	Page
Jan 11, 2026	2
Order Number QTE0041765	

New Mexico Emergency Products

3211 University Blvd. SE, Suite C
Albuquerque, NM 87106

Phone: (505) 242-9111

Fax: (505) 246-2267

Sold To:

City of Roswell (PD)
Attn: Deputy Chief Alberto Aldana
P. O. Box 1838
128 W 2nd street
Roswell, NM 88201

Ship To:

AEP NM
3211 University Blvd. SE, Suite C
Albuquerque, NM, 87106

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2X Patrol Build 2026 Dodge Durango		ROS10501	FJ	Jan 11, 2026		NET30
Year	Make	Model	Color	State Contract #		
2026	Dodge	Durango	Black	20-00000-21-00030		

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
4.00	BKRT00086 / PNT3BKUMB4	UnderMirror Mount Bracket, mPower/Intersector, 19-23 Durango ***HEADLIGHT & TAIL LIGHT FLASHER*** **Activate Factory Headlight/Tail Light Flash** ***SIREN CONTROL SYSTEM & SPEAKER***	26.8600	N	107.44
2.00	SIRE00421 / ETSA482RSP	nergy 400 Remote Siren, 200 Watt, Push Button	628.5700	N	1,257.14
2.00	SPEA00253 / ETSS100J5	100 Watt Composite Siren Speaker with Universal Bail Bracket	165.0000	N	330.00
2.00	BKRT00147 / ETSSVBK05	No Drill Speaker Bkrt 2 Speakers Dodge Durango 2018-21 ***AFTERSHOCK***	74.8400	N	149.68
2.00	SIRE00655 / ETSKLF101	Aftershock Low Frequency Siren, (1) Speaker w/ 100W Amp	356.4000	N	712.80
2.00	BKRT00088 / ETSSLFVBK02	Aftershock Low Freq Speaker Bracket, Durango ***Console (Radio/Siren Controller/Computer Mount)***	34.1900	N	68.38
2.00	CONS01753 / CC-21DUR-0810	18 in.Console 8" slope 10" Level Dur 21+	515.4900	N	1,030.98

Quotation continued on next page ...

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Roswell, NM



Quotation

Date Jan 11, 2026	Page 3
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New Mexico Emergency Products

3211 University Blvd. SE, Suite C

Albuquerque, NM 87106

Phone: (505) 242-9111

Fax: (505) 246-2267

Sold To:

City of Roswell (PD)
Attn: Deputy Chief Alberto Aldana
P. O. Box 1838
128 W 2nd street
Roswell, NM 88201

Ship To:

AEP NM
3211 University Blvd. SE, Suite C
Albuquerque, NM, 87106

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2X Patrol Build 2026 Dodge Durango		ROS10501	FJ	Jan 11, 2026		NET30

Year	Make	Model	Color	State Contract #
2026	Dodge	Durango	Black	20-00000-21-00030

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
2.00	FACE00444 / FP-SO380R	4" Console Faceplate for Sound-Off 380R Siren Cont. Head,	0.0000	N	0.00
2.00	FACE00754 / FP-KENNX5M-D	3" , 1 PC faceplate Kenwood NX5700K	0.0000	N	0.00
2.00	FACE00386 / FP-BLNK1	1" One (1) Inch Blank Faceplate	0.0000	N	0.00
2.00	FACE00931 / FP-USBC-2DC	2 in. FP Combo USBC/USB port & (2) DC outlets	61.7800	N	123.56
2.00	FACE00443 / FP-SGTRAY	4" Sunglass Holder PL 2012-01-01	34.3200	N	68.64
2.00	CONS00720 / AC-INBHG	4" Internal Beverage Holder w/Rubber Pieces	43.9300	N	87.86
4.00	CONS01276 / MMBP-25	Magnetic Microphone Mount BP	31.6800	N	126.72
4.00	CONS00722 / AC-MCM1	Mic Clip and Mounting Plate Assembly PL 2012-01-01	13.0400	N	52.16
2.00	CONS01585 / AC-TB-ARMMNT-58	Troy arm rest ***COMPUTER STAND & DOCKING STATION***	146.2000	N	292.40
2.00	COMP01287 / CM-SDMT-SL-LED	Console Side Mount Slide Arm Docking Station Mount	404.2900	N	808.58
2.00	CONS01945 / DS-DELL-435	DEVMT,DOCKST,DELL,PRO,RUGGED14,STNDRD,	616.5700	N	1,233.14

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Roswell, NM



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New Mexico Emergency Products

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Albuquerque, NM 87106

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Fax: (505) 246-2267

Sold To:

City of Roswell (PD)
Attn: Deputy Chief Alberto Aldana
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Roswell, NM 88201

Ship To:

AEP NM
3211 University Blvd. SE, Suite C
Albuquerque, NM, 87106

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2X Patrol Build 2026 Dodge Durango		ROS10501	FJ	Jan 11, 2026		NET30
Year	Make	Model	Color	State Contract #		
2026	Dodge	Durango	Black	20-00000-21-00030		

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
2.00	VACC03637 / 120N-A01-T01-1	120W DC Power Supply Dell Havis Dock W/Straight Threaded Con ***SINGLE GUN LOCK***	201.0100	N	402.02
2.00	GUNM00466 / WEI-003	Single gun mount with universal lock ***PRISONER AREA DOME LIGHT ***	399.9900	N	799.98
2.00	DOME00005 / ECVDMTLA00	SOUND OFF WHITE/RED ALL LED DOMELIGHT-UNIVERSAL ***PRISONER AREA & REAR PARTITION***	75.7000	N	151.40
2.00	PRIS02492 / KIT-TP-SL6-21DR-SS	2021+Durango Partition Kit (TP-E-SL6-US-SS, PM-21DUR, KP-	902.6200	N	1,805.24
2.00	PRIS02218 / WG-DUR18-SET	Durango 18'+ drive/pass Vertical Bar Window Guards	240.2400	N	480.48
2.00	PRIS02614 / PS-21DUR-OS-FX-RL	Prisoner Seat with OS Belts / Poly Rear Cage / Extinguisher ***SIDE SL RUNNER LIGHTS***	1,645.3000	N	3,290.60
2.00	LEDS04491 / ESLRL6115D	61" SL Running Light, 5-Module, Red/White	287.8900	N	575.78
2.00	LEDS04508 / ESLRL6115E	SL Running Light, 61" - 5 Module, Dual Color B/W	287.8900	N	575.78

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Roswell, NM



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New Mexico Emergency Products

3211 University Blvd. SE, Suite C
Albuquerque, NM 87106
Phone: (505) 242-9111
Fax: (505) 246-2267

Sold To:

City of Roswell (PD)
Attn: Deputy Chief Alberto Aldana
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128 W 2nd street
Roswell, NM 88201

Ship To:

AEP NM
3211 University Blvd. SE, Suite C
Albuquerque, NM, 87106

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2X Patrol Build 2026 Dodge Durango		ROS10501	FJ	Jan 11, 2026		NET30

Year	Make	Model	Color	State Contract #
2026	Dodge	Durango	Black	20-00000-21-00030

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
4.00	BKRT00264 / PSLVBK04	Mnt. kit SL Running light, Bracket & Hardware Kit Durango ***SIDE FENDER LIGHTS***	45.9100	N	183.64
4.00	LEDS03387 / EMPS2STS4E	mPower Fascia LED, Stud Mount, 12-LED, Blue/White	100.5300	N	402.12
4.00	LEDS03386 / EMPS2STS4D	mPower Fascia LED, Stud Mount, 12-LED, Red/White ***REAR SIDE CARGO WINDOW LIGHTS***	100.5300	N	402.12
2.00	LEDS03387 / EMPS2STS4E	mPower Fascia LED, Stud Mount, 12-LED, Blue/White	100.5300	N	201.06
2.00	LEDS03386 / EMPS2STS4D	mPower Fascia LED, Stud Mount, 12-LED, Red/White	100.5300	N	201.06
4.00	LEDS03567 / PMP2WSSSB	4" mPower 25-90 degree Glass Mount/Shroud, Black ***LICENSE PLATE LIGHTING***	15.1400	N	60.56
2.00	LEDS03387 / EMPS2STS4E	mPower Fascia LED, Stud Mount, 12-LED, Blue/White	100.5300	N	201.06
2.00	LEDS03386 / EMPS2STS4D	mPower Fascia LED, Stud Mount, 12-LED, Red/White ***RADIO ANTENNA*** ***CELL/GPS ANTENNA - CSM***	100.5300	N	201.06
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New Mexico Emergency Products

3211 University Blvd. SE, Suite C

Albuquerque, NM 87106

Phone: (505) 242-9111

Fax: (505) 246-2267

Sold To:

City of Roswell (PD)
Attn: Deputy Chief Alberto Aldana
P. O. Box 1838
128 W 2nd street
Roswell, NM 88201

Ship To:

AEP NM
3211 University Blvd. SE, Suite C
Albuquerque, NM, 87106

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2X Patrol Build 2026 Dodge Durango		ROS10501	FJ	Jan 11, 2026		NET30
Year	Make	Model	Color	State Contract #		
2026	Dodge	Durango	Black	20-00000-21-00030		

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
2.00	INST05685 / CSM	LMW-UMB-3C2C-WHT-300 -Low Profile M2M Cell &GPS antenna-CSM	0.0000	N	0.00
2.00	ANTE00364 / LARNMOKHFUDFME25	Twenty-Five (25) Foot Radio Coax Cable Kit with FME	30.0000	N	60.00
2.00	INST05685 / CSM	5 in 1 antenna	0.0000	N	0.00
2.00	INST05685 / CSM	Kenwood Radio	0.0000	N	0.00
2.00	INST05685 / CSM	Radio Antennas	0.0000	N	0.00
		PATROL POWER			
2.00	PATC00224 / MI0001	Mini Patrol Power, Gen1, Universal	507.4700	N	1,014.94
		Rear Cargo Storage			
2.00	STOR01153 / CP-GB392612-LIP	Durango Cargo Box 39 W X 26 D X12 H with 1in. Lip	1,221.7900	N	2,443.58
		***Donation of Factory available Radars**			
		Value of over \$3000.00 in radar equipment for the agency			
		Radars will require recert			
		LABOR			

Quotation continued on next page ...

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Roswell, NM



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New Mexico Emergency Products

3211 University Blvd. SE, Suite C
Albuquerque, NM 87106
Phone: (505) 242-9111
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Sold To:

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Attn: Deputy Chief Alberto Aldana
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128 W 2nd street
Roswell, NM 88201

AEP NM
3211 University Blvd. SE, Suite C
Albuquerque, NM, 87106

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
2X Patrol Build 2026 Dodge Durang		ROS10501	FJ	Jan 11, 2026		NET30
Year	Make	Model	Color	State Contract #		
2026	Dodge	Durango	Black	20-00000-21-00030		

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
84.00	LABO90060 / LABOR	Installation Labor E.V.T. Certified 42HRS PER UNIT 79 hrs per unit	105.0000	Y	8,820.00
1.00	INST05440 / AEP-Misc	Miscellaneous shop supply items	200.0000	N	200.00
		Shipping		N	700.00

Thank you for the opportunity to earn your business

Terms & Conditions:

• ESTIMATES VALID FOR 30 DAYS

- Orders will be invoiced upon notification of completion
- Returns subject to 25% restocking fee. No returns on special order items.
- Credit Card payments accepted for payments of orders/invoicing totaling \$10,000 or less only.

SIGNATURE (not required if PO/contract is issued) _____

Parts	25,088.08
Labor / Services	8,820.00
Trans / Trip / Fee	0.00
Shipping	700.00
Order Discount	0.00
Subtotal	34,608.08
Total sales tax	729.48

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Total order **Roswell, NM** 34,607.56

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

12.

Meeting Date: 02/12/2026

COMMITTEE: N/A

CONTACT: Amalia Martinez

CHAIR: Will Cavin

ACTION REQUESTED:

Resolution 26-07 Weeds - The Resolution shall mandate the cleanup of approximately ten (10) separate properties within the City. (Cavin/Franco)

BACKGROUND:

Initiated by: Toby Franco

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

FINANCIAL CONSIDERATION

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

LEGAL REVIEW:

The City Attorney has reviewed the current resolution. Resolutions must be adopted by a majority vote of the entire City Council.

BOARD AND COMMITTEE ACTION:

No action required.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

ATT 1 Resolution 25-07 Weeds

ATT 2 Resolution 25-07 Weeds Exhibit

CITY OF ROSWELL
RESOLUTION 26-07

A RESOLUTION REQUIRING THE REMOVAL OF CERTAIN RUBBISH, WEEDS, WRECKAGE OR DEBRIS; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL AND DECLARING CERTAIN PROPERTY TO BE SO COVERED WITH RUBBISH, WEEDS, WRECKAGE OR DEBRIS AS TO CONSTITUTE A PUBLIC NUISANCE PREJUDICIAL TO HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, the City Council of the City of Roswell, New Mexico, finds that the premises listed in Exhibit A attached hereto and purportedly owned of record, or occupied by the parties named, have accumulated rubbish, weeds, wreckage or debris so as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law;

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

1. The premises set forth in Exhibit A are declared to be so covered with rubbish, weeds, wreckage or debris as to constitute a menace to the public comfort, health, safety and general welfare within the purview of Article 3-18-5 NMSA 1978.

2. The owners, occupants or agents in charge of said premises are hereby ordered to remove such accumulated rubbish, weeds, wreckage or debris within ten (10) days of the receipt of notice by certified mail or from the date of publication of this resolution. In the event such removal is not commenced or written objection filed with the City Clerk within ten (10) days after service of a copy of this resolution, then the City Manager is authorized and directed to cause such accumulated rubbish, weeds, wreckage or debris to be removed at the sole cost and expense of the owner, or other parties having an interest in the properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel of land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens.

3. In the event the owner or other person aggrieved shall file a protest within the time provided, the City Council shall thereafter fix a date for hearing. At the hearing, the protestant shall be entitled to be heard in person, by agent or attorney and the City Council shall consider evidence whether or not its previous action shall be enforced or rescinded; if it shall be determined that the removal order should be enforced.

4. Persons aggrieved by the determination of the City Council have a right to appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within five (5) days after the day of issuance of such order or decision, together with a petition for court review duly filed with the Clerk of the Court within twenty (20) days of the date of issuance of the order or decision complained of.

ADOPTED, SIGNED AND APPROVED 12th day of February 2026.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

616 W SUMMIT ST MYERS REDIV Block 1 Lot 15 LEONEL LOPEZ GUERRA 2016 GEORGIA ST CARLSBAD, NM 88220	3600 S MAIN ST NUNNALLY SUMMARY Lot ALL HOOSIER TOWERS LLC 57 E WASHINGTON ST CHAGRIN FALLS, OH 44022
APPROX. 618 S WASHINGTON AVE FRUITLAND Block 25 Lot 1 THRU Lot 4 S 17 T 11S R 24E S 17 T 11S R 24E S 17 T 11S R 24E S 17 T 11S R 24E DOC ALFREDO MADRID SILVA 316 WARACHIE LN CARLSBAD, NM 88220	607 W VAN BUREN ST MYERS REDIV Block 1 Lot 7 E 51' AND Lot 8 AND Lot 9 W 36' S 5 T 11S R 24E RIEDEL PROPERTIES LLC PO BOX 1263 CORRALES, NM 87048
333 W BRASHER RD TOWN AND COUNTRY RV PARK AND MOBILE HOME PARK SUMMARY PLAT Lot 4A S 17 T 11S R 24E TOWN & COUNTRY MHP LTD C/O E A ROSKOVENSKY 1040 N LAKE SHORE DR APT 11A CHICAGO, IL 60611	APPROX. 2610 S MAIN ST REPLAT OF TRACT A PLAINS PARK ESTATES Tract A S 17 T 11S R 24E TANNER, BILL; TANNER, CAROLYN ANNA; KINSEY, DONALD REED II; RUSSELL, ARTHUR ROBERT PO BOX 1041 WALSENBURG, CO 81089
302 W ALAMEDA ST SOUTH ROSWELL Block 8 Lot 11 AND Lot 13 S 5 T 11S R 24E GABALDON REVOCABLE TRUST, STEVEN J, C/O STEVEN J GABALDON - TRUSTEE 2014 SAN JUAN BLVD FARMINGTON, NM 87401	808 E TILDEN ST FLORA VISTA Block 4 Lot 17 CAMPOS, GUILLERMINA HERNANDEZ 4140 E CLEAR CREEK DR CAMP VERDE, AZ 86322
717 E TILDEN ST FLORA VISTA Block 2 Lot 38 PEREZ, TEODORO J 105 N AVE U LUBBOCK, TX 79415	412 N MULBERRY AVE ERNST Block 1 Lot 1 MY IDEAL HOME LLC 8707 RIVER TRACE SAN ANTONIO, TX 78255

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

13.

Meeting Date: 02/12/2026

COMMITTEE: Infrastructure

CONTACT: James MacCornack

CHAIR: Darrell Johnson

ACTION REQUESTED:

Resolution 26-08: Approval of adoption of Resolution 26-08, in response to NMDOT's December 2025, LGRF Funding. (Johnson/MacCornack)

BACKGROUND:

Initiated by: James MacCornack

The NMDOT has issued a "Call For Projects" under the LGRF program. These are projects that should be considered easily ready for bidding or other procurement processes. The funding level for awarded projects under the LGRF program is 75% NMDOT and 25% Local Match. Formal project awards will be in Fall 2026. The project that is proposed to apply for is Pavement Maintenance on West Country Club Road from Main St. to Washington St.

FINANCIAL CONSIDERATION

This is for project application support. Any awarded projects will have to be budget adjusted; one formal award is received. The estimated project cost is \$250,000 (\$187,500 NMDOT, \$62,500 City match).

LEGAL REVIEW:

Resolution 26-08 has been submitted to the City Attorney for review.

BOARD AND COMMITTEE ACTION:

The Infrastructure Committee recommended approval (3-0) at its meeting on January 12, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Draft Resolution 26-08
LGRF Call for Projects Letter

RESOLUTION 26-08

**A RESOLUTION TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION
FOR TPF ROADWAY PROJECTS**

WHEREAS, the roadway projects named in this resolution are eligible activities under the NMDOT Local Government Road Fund (LGRF) Call for Projects Letter of December 23, 2025; and

WHEREAS, the following project is requested to be considered under the LGRF Program: West Country Club Road Pavement Maintenance Project; and

WHEREAS, the City of Roswell agrees to provide matching funds at a percentage rate of 25% of the cost of the project; and

WHEREAS, the City of Roswell agrees to fund all project development, environmental analysis, and design costs separate from the cost of construction; and

WHEREAS, the City of Roswell agrees to fund all appropriate ongoing maintenance costs for this roadway project after construction; and

WHEREAS, the City of Roswell supports this project and desires to receive funding; and

WHEREAS, this Resolution is presented at the time of application for NMDOT Local Government Road Fund Call For Projects funding.

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

SECTION Be it resolved by the governing body, the City Council of Roswell, New Mexico that subject project listed above be submitted as an application for Call For Projects funding to the New Mexico Department of Transportation Local Government Road Fund; and hereby commits to the concept of such projects as listed above and as specified in the project applications.

PASSED, ADOPTED, SIGNED and APPROVED _____, _____.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST

Amalia Martinez, City Clerk

December 23, 2025

Re: Project Proposals for FY 2026/2027 Local Government Road Fund Program

Dear Sir or Madam:

NMDOT District Two Engineering Support Division is soliciting applications for the Local Government Road Fund (LGRF) Program for the fiscal year 2026/2027. The purpose of the LGRF program is to assist local public agencies in “project development, construction, reconstruction, improvement, maintenance, or repair of public highways, streets and public-school parking lots, for the acquisition of rights-of-way therefore, or for materials for the construction or improvement thereof” (Section 67-3-28 NMSA 1978).

Per the Local Government Road Fund Handbook:

Project Development:

Item C, page 20: *“It will be the Public Entity’s responsibility to ensure compliance with all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, groundwater quality, threatened and endangered species, hazardous materials, and historic and cultural properties, and cultural resources.”*

Item D, page 20: *“It will be the Public Entity’s responsibility to ensure that the project design complies with current engineering standards. If a consulting engineering firm has been contracted to do the design and engineering work, a professional engineer licensed in the state of New Mexico must certify the design. If a roadway has been identified to revert to Department responsibility, via a road exchange agreement, the Public Entity shall use New Mexico Department of Transportation design and construction standards and specifications.”*

Please keep in mind that there are three engineering standards under which you may design and construct your LGRF project. You must certify in the closing documentation which engineering standard was followed.

The three acceptable standards are:

- *NMDOT Standard Specifications for Highway and Bridge Construction, current edition (recommended)*
- *American Public Works Association (APWA) specifications*
- *Department-approved Public Entity Established specifications*

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Chandelle Sisneros
Commissioner
District 1

Gary Tonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner, Vice Chairman
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

As outlined in the Local Government Road Fund Handbook, the Entity shall first submit a letter of request to the District Engineer (please address the letter to **Mr. Francisco Sanchez, District Two Engineer, c/o Louis Matta, ADE/Engineering Support**) and submit via email by **March 15, 2026**. Your application must be **received by 12:00 p.m. (noon) via email on March 15, 2026**. Your application will contain the following:

1. The location of the proposed project, including route designation and termini (including map);
2. The scope of work to be performed;
3. Project estimate, including the amount of state participation requested;
4. The justification for project;
5. A certification that the proposed work is on a part of a public highway and necessary for the public good and convenience and will serve the public of the municipality, county, or school districts;
6. A letter of intent from governing body supporting the project; and
7. Type of funding applying for.

All incomplete or late applications will be returned to the Public Entity for submission the following year. Only the electronic date and time will be used, not the date of your letter. There will be **no exceptions** to this deadline.

Prioritization of specific projects and ensuring that the projects selected most effectively serve the public's needs and comply with appropriate design standards is the responsibility of each entity. NMDOT will not conduct a formal review of the projects.

A project overview is attached, along with sample templates of some of the necessary documents to assist you in the process.

Sincerely,

Manon A. Arnett, NMDOT District 2 Local Government Liaison, Manon.Arnett@dot.nm.gov

Xc: Francisco Sanchez, NMDOT District Two Engineer, Francisco.Sanchez@dot.nm.gov
Louis Matta, NMDOT District Two ADE/Engineering Support, Louis.Matta@dot.nm.gov
Libby Coslin, NMDOT District Two T/LPA Coordinator, Libby.Coslin2@dot.nm.gov

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

14.

Meeting Date: 02/12/2026

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Will Cavin

ACTION REQUESTED:

Approval of AerSale, Inc. to enter into a 10-year lease beginning October 1st, 2025, and ending September 30, 2035, for Hangar No. 85 at the Roswell Air Center. (Cavin/Thompson)

BACKGROUND:

Initiated by: Bobbi Thompson

AerSale, Inc requests to enter into a 10-year lease for Hangar No. 85, consisting of 101,223 square feet, more or less, located at the Roswell Air Center, commencing on October 1, 2025, and ending September 30, 2035.

FINANCIAL CONSIDERATION

Tenant agrees to pay the Landlord as rent the sum of two hundred forty-three thousand nine hundred forty-seven dollars and forty-three cents (\$243,947.43) payable in 12 monthly installments of \$20,328.95, for Hangar No. 85.

LEGAL REVIEW:

City Attorney has reviewed this lease.

BOARD AND COMMITTEE ACTION:

Legal Committee recommended approval 4-0 at its January 22, 2026, meeting.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Aersale, Inc 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 AerSale, Inc., a Florida corporation organized and existing under and by virtue of the laws of the State of Florida ("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:

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

The address of the Leased Premises is commonly known as 703 East Challenger, Roswell, NM 88203. The Leased Premises include existing infrastructure and buildings currently used as an operating MRO facility. 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 October 1st, 2025, for 10 years and shall terminate on September 30th, 2035 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 Lease Period 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

Lessee agrees to pay the City as rent the sum of Two hundred forty-three thousand nine hundred forty-seven dollars and forty-three cents (\$243,947.43), payable in 12 monthly installments of \$20,328.95. Thereafter, the rent will be adjusted annually by CPI or 3% or the latest 12-month percentage change in CPI-U (Consumer Price Index-U, U.S. city Average). Whichever is greater. (Excluding land) Rent and other fees are due on the first day of each month. Time is of the essence with regard to the payments of rent.

For the land north of Hangar No.85, Tenant agrees to pay Landlord as rent, the sum of Sixteen thousand dollars and zero cents (\$16,000.00), payable in 12 monthly installments of \$1,333.33.

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 will pay the amount of \$40,000.00 as a security deposit as security 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: operating an MRO facility. No other uses shall be permitted.

6.02 MAINTENANCE.

a. While this Lease is in effect, the Lessee agrees to maintain, at its sole cost and expense, in good condition and repair, all mechanical components of any improvements maintained or constructed on the Leased Premises, 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. The City will be responsible for maintaining the structural components, foundation, and roof of the premises. The City will also be responsible for the Transportation Safety Agency (TSA) locks that are installed on the Leased Premises. Lessee will maintain the improvements in a condition of safe occupancy during the term of this Lease to a non-lesser standard than the current condition. City will not be under any obligation to operate or maintain the Leased Premises during the Lease Period.

b. Further, the Lessee 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, and all personal property of the Lessee situated in or on the Leased Premises. Lessee will keep the Leased Premises and any improvements thereon clean and free from debris.

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

d. 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.

6.03 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, including but not limited to fuel, oil, petroleum products, cleaning solvents, degreasers, 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 and fixtures, 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 MRO facility. 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 – TERMINATION OPTION

This lease may be terminated by the either party by giving 180 day written notice. Such termination shall constitute a relinquishment of all rights and interests in the Leased Premises as of the effective date of termination.

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 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

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

ARTICLE 18- USE OF THE PREMISES. Security Responsibilities Of Tenant, Tenant Employees and Other Persons.

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

a. No person may:

- i. Tamper, interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper, interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.
- ii. Enter, or be present within, a Secured Area, AOA, SIDA, or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.
- iii. Use, allow to be used, or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or Vehicles in Secured Areas, AOAs, or SIDAs in any other manner than that for which it was issued by the Airport Authority.

b. Security Badges

i. Airport ID Badge

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

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

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

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

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

a. 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.

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

c. Tenant shall use the Leased Premises solely for the purpose of operating an MRO facility together with such other related uses as shall be reasonable 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. Tenant shall be bound by the Roswell city Code (Tenant to be provided location where current city code may be accessed by Landlord) or as may be amended from time to time and all applicable policies and procedures of the Roswell International Air Center (RIAC).

d. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the leased premises or contaminated the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including:

i. Environmental claims.

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

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

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

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 one hundred eighty (180) days' notice of the default by registered mail. If Lessee has not cured the default to City's satisfaction within said one hundred eighty (180) day period, then the City may enforce the lease cancellation. In the event of any litigation arising out of or related to this Lease, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees, court costs, and other litigation-related expenses actually incurred, as determined by a court of competent jurisdiction. In the event of a breach of the terms of this Lease by either Party, the non-breaching Party 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

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

ARTICLE 28 – NOTICES

The addresses for notice are:

For Notice to City:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

For Notice to Lessee:

AerSale, Inc.
9850 NW 41st Street, Suite 400
Doral, FL, 33178
ATTN: Legal Department

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.

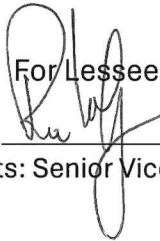
ARTICLE 32 – ENTIRE AGREEMENT AND AMENDMENT

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.

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

For City:

By: _____
Timothy Z. Jennings, Mayor

For Lessee: AerSale, Inc
By:  _____
Its: Senior Vice President

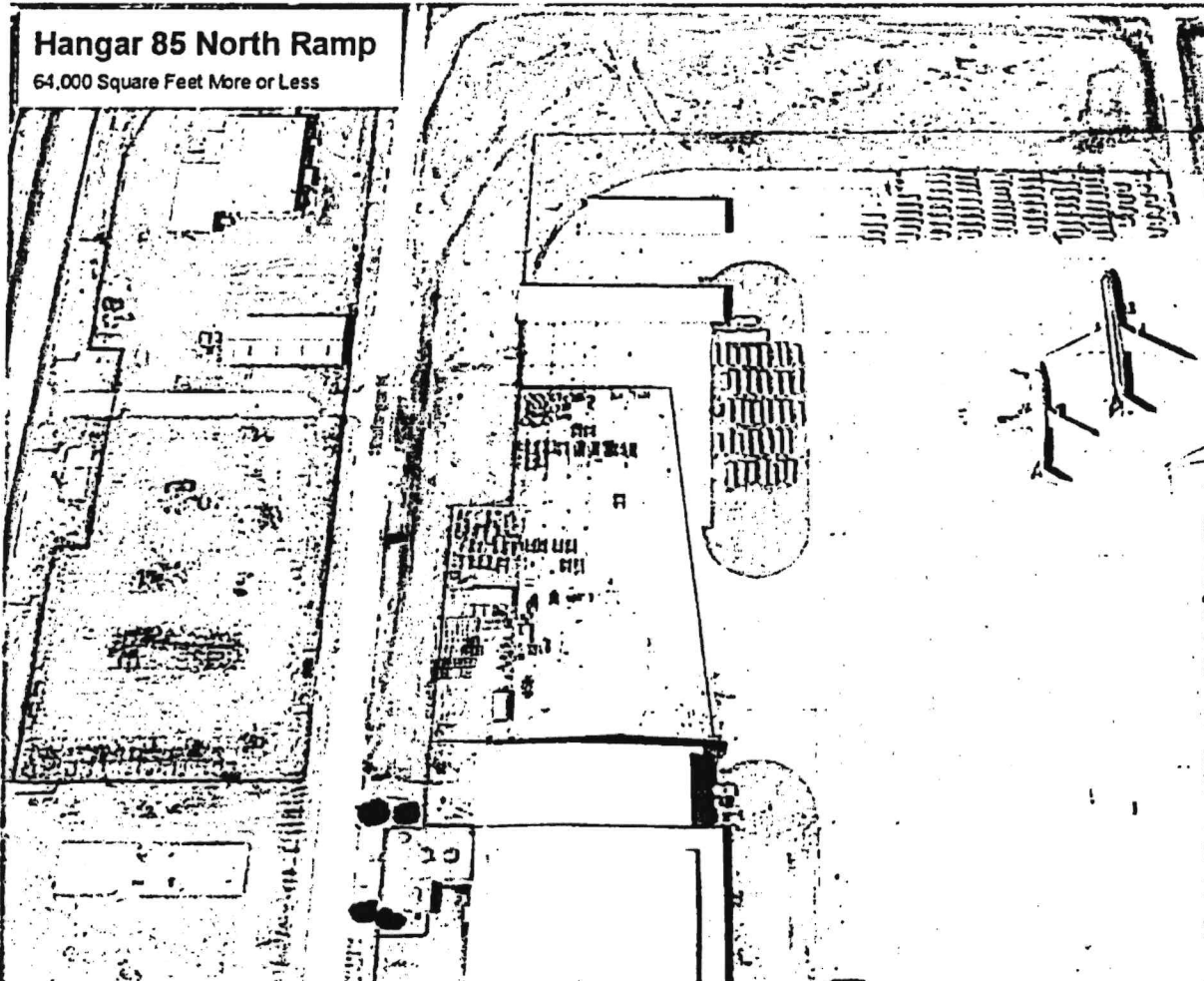
By: _____
Hessel Yntema, City Attorney

City Seal

Attest:

Amalia Martinez, City Clerk

EXHIBIT "A"



A handwritten signature in black ink, appearing to be "R. J. [unclear]".

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

15.

Meeting Date: 02/12/2026

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Will Cavin

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. (Cavin/Thompson)

BACKGROUND:

Initiated by Bobbi Thompson

The City of Roswell Police Department requests to enter into a 5-year lease for Building 500, consisting of 23,000 square feet and 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:

Legal Committee recommended approval (4-0) at their meeting on January 22, 2026.

STAFF RECOMMENDATION:

Staff recommends to 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. 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, including but not limited to fuel, oil, petroleum products, cleaning solvents, degreasers,

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:

15

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.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

16.

Meeting Date: 02/12/2026

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Will Cavin

ACTION REQUESTED:

Approval of City of Roswell Museum Lease to enter into a 5-year lease beginning February 1, 2026, and ending January 31, 2031, for Building No. 1081 at the Roswell Air Center. (Cavin/Thompson)

BACKGROUND:

Initiated by: Bobbi Thompson

City of Roswell Museum requests to enter into a 5-year lease of Building No. 1081, consisting of 8,152 square feet, more or less, located at the Roswell Air Center, commencing on February 1, 2026, and ending January 31, 2031.

FINANCIAL CONSIDERATION

Tenant agrees to pay Sixty-One Thousand One Hundred Fourteen dollars and zero cents (\$61,114.00), payable in 12 monthly installments of \$5,095.00.

LEGAL REVIEW:

City Attorney has reviewed this lease.

BOARD AND COMMITTEE ACTION:

Legal Committee recommended approval 4-0 at its January 22, 2026, meeting.

STAFF RECOMMENDATION:

Staff recommends to proceed as presented.

Attachments

City of Roswell Museum

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 City of Roswell Museum ("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. 1081, consisting of 8,152 square feet, more or less, located at the Roswell Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).
--

The address of the Leased Premises is commonly known as 72 Earl Cummings Loop West, Roswell, NM 88203. The Leased Premises include existing infrastructure and buildings currently used for the sole and exclusive purpose of storage, office space, paperwork, and art work. 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 February 1, 2026, for 5 years and shall terminate on January 31, 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 Sixty-One Thousand One Hundred Fourteen dollars and zero cents (\$61,114.00), payable in 12 monthly installments of \$5,095.00. 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 as security 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 storage, office space, and paperwork. 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 Lessee agrees to maintain, at its sole cost and expense, in good condition and repair any heating, ventilating, and air conditioning systems, heating systems, any plumbing, electrical, and mechanical systems, ceilings, floors, wiring, and any non-public utilities. Lessee will maintain the improvements in a condition of safe occupancy during the term of this Lease to a non-lessor standard than the current condition. City is responsible for all structural items, including foundation, roof, and exterior walls.

b. Further, the Lessee 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, windows, glass, landscaping, driveways, parking areas, fences, doors, signage, and lighting, ordinary wear and tear excepted, and all personal property of the Lessee situated in or on the Leased Premises. Lessee will keep the Leased Premises and any improvements thereon clean and free from debris.

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

d. 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.

6.03 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, including but not limited to fuel, oil, petroleum products, cleaning solvents, degreasers, 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 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 ninety (90) 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 venture 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

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

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

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

1. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security, these Rules and Regulations.
- c. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security, these Rules and Regulations.
- d. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security, these Rules and Regulations.
- e. Tenants and tenant employees are responsible for controlling access to doors, gates and other passageways between the AOA and the landside of the airport through their lease areas.
- f. A breach in security caused by a tenant or tenant employee that results in a TSA, Airport Security Coordinator, or Airport Director finding of negligence will be cause to review, suspend, or withdraw access privileges, impose additional training requirements and/or impose other penalties as provided by these Rules and Regulations and the Airport Security Program.
- g. Tenant shall use the Leased Premises solely for the purpose of storage, office space, and paperwork, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. The Roswell City Code shall bind tenant or as may be amended from time to time and all applicable policies and procedures of the Roswell Air Center (ROW).

- h. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws, and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the leased premises or contaminated the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including:
 - i. Environmental claims.
 - ii. Environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials.
 - iii. Liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.
- i. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of anything which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

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 sixty (60) 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 sixty (60) days after the mailing of the notice if Lessee has not cured the default to City's satisfaction within said sixty (60) 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 Leased 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 a 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:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

For Notice to Lessee:

Roswell Museum
PO Box 1838
Roswell, NM 88202

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.

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: Caroline Brooks, Museum Director

Attest:

Amalia Martinez, City Clerk

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Regular City Council Meeting

17.

Meeting Date: 02/12/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of the Scope of Work for RFP: Ground Emergency Medical Services (EMS) Billing Services. (Gass/Fuller)

BACKGROUND:

Initiated by: Daniel Fuller

The City of Roswell Fire Department is transitioning to assume full responsibility for Emergency Medical Services (EMS), including ambulance transport operations. This transition requires establishing comprehensive administrative and revenue support services to ensure accurate billing, regulatory compliance, and effective reimbursement for EMS transports provided by the City.

The proposed Scope of Work defines the requirements for comprehensive Ground EMS billing and revenue cycle management services, including claim preparation and submission, denial and appeal management, payment posting and reconciliation, customer service, compliance and performance reporting, collections support, and implementation and transition services. Approval of the Scope of Work will allow staff to proceed with issuing a Request for Proposals (RFP) to solicit qualified vendors to support the City's EMS operations

FINANCIAL CONSIDERATION:

Approval of the Scope of Work does not authorize expenditure of funds. Any costs associated with Ground Emergency Medical Services (EMS) billing services will be evaluated through the RFP process and presented to the Governing Body for consideration at the time of contract award.

LEGAL REVIEW:

Contract to be reviewed by Legal Department upon award

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended approval 5-0 at its meeting on February 3, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Scope of Work- Draft

DRAFT SCOPE OF WORK

CITY OF ROSWELL



REQUEST FOR PROPOSALS

RFP: [Click or tap here to enter text.](#)

Ground EMS Billing Services

RFP Issue Date:

PROPOSAL DUE:

**PURCHASING DEPARTMENT
425 N. RICHARDSON
ROSWELL, NM 88203**

DRAFT SCOPE OF WORK

PURPOSE OF THIS REQUEST FOR PROPOSAL

The City of Roswell is seeking proposals from qualified vendors to provide comprehensive Ground Emergency Medical Services (EMS) billing and revenue cycle management services. The selected vendor will be responsible for delivering complete end-to-end EMS billing functions, including claim preparation, claim submission, payment posting, denial and appeal management, customer service support, compliance and performance reporting, and coordination of collection activities.

BACKGROUND

The Roswell Fire Department (RFD) is currently transitioning to assume full responsibility for Ground Emergency Medical Services (EMS) within the City of Roswell, including ambulance transport operations. This transition is designed to strengthen the City's emergency medical response system by improving response times, expanding service capacity, and ensuring seamless continuity of patient care from the incident scene to the receiving medical facility.

As part of this transition, the City is establishing the operational and administrative infrastructure required to support EMS service delivery. This includes procuring ambulances, medical equipment, and necessary supplies, as well as engaging third-party support services such as Ground EMS billing and revenue cycle management. These services are essential to ensure accurate reimbursement, regulatory compliance, and a high level of customer service for residents and patients served by the City's EMS program.

SCOPE OF WORK

The selected vendor shall provide comprehensive Ground Emergency Medical Services (EMS) billing and revenue cycle management services for all EMS transports performed by the City of Roswell Fire Department. All services must be delivered through a secure, fully paperless process and must cover the complete billing lifecycle from claim creation through final account resolution.

3.1 Claim Preparation and Coding

The Vendor shall perform all activities required to prepare accurate, complete, and compliant EMS claims.

- Intake and validation of all trip documentation, including ePCRs, PCS forms, run sheets, patient demographics, signatures, and insurance information
- Insurance eligibility verification and identification of primary, secondary, and tertiary

DRAFT SCOPE OF WORK

coverage as applicable

- Accurate charge capture and claim construction
- Coding support and compliance with all applicable billing, diagnosis, and procedure coding standards
- Claim scrubbing and edits before submission to minimize rejections and denials
- Identification and resolution of missing or incomplete documentation before billing

3.2 Claims Submission and Processing

The Vendor shall submit claims accurately and timely to all applicable payers and shall manage claims through final resolution.

- Submission of electronic and paper claims as required
- Compliance with all timely filing requirements
- Clearinghouse rejection monitoring and correction
- Claim status tracking and payer follow-up based on defined aging standards
- Management of payer requests for additional documentation
- Coordination with the City to resolve documentation gaps and claim issues

3.3 Denial and Appeal Management (Including NSA/IDR)

The Vendor shall manage denials, underpayments, and appeals to maximize appropriate reimbursement.

- Denial prevention and root-cause tracking with corrective action feedback
- Categorization, prioritization, and resolution workflows for all denial types
- Timely submission of appeals with required supporting documentation
- Identification and recovery of underpayments
- Payer dispute follow-up through final resolution

No Surprises Act (NSA) / Independent Dispute Resolution (IDR) Support

The Vendor shall support and participate in NSA and IDR processes as applicable, including:

- NSA applicability review when needed
- Document compilation and submission support for disputes
- IDR process support or participation as required
- Tracking of outcomes, timelines, and financial impacts
- Reporting on NSA/IDR volume and results

3.4 Payment Posting and Reconciliation

The Vendor shall accurately post and reconcile all payments received.

- Electronic remittance advice (ERA) and manual payment posting
- Posting and categorization of contractual adjustments and payer actions

DRAFT SCOPE OF WORK

- Deposit reconciliation against posting activity
- Identification of offsets, recoupments, take-backs, and posting errors
- Refund coordination and resolution of credit balances

3.5 Customer Service

The Vendor shall provide professional and responsive customer service to patients and payers.

- Toll-free customer service support line with defined hours
- Assistance with patient inquiries, statements, and payment plan administration (if offered)
- Payer phone follow-up support
- Processing of correspondence and documentation of all call notes
- Escalation path for complex or sensitive accounts

3.6 Compliance and Reporting

The Vendor shall comply with all applicable federal, state, and local regulations and shall provide ongoing performance reporting.

HIPAA compliance and PHI security safeguards

- Audit readiness support and documentation retrieval
- Standard monthly and ad hoc reports, including:
 - Charges, payments, adjustments, and net collections
 - Accounts receivable aging and Days in A/R
 - Clean claim and rejection rates
 - Denial, appeal, and overturn rates
 - Patient balance and collection performance
 - NSA/IDR activity and outcome reporting (if applicable)

3.7 Collections

The Vendor shall manage patient balance collections in a compliant, patient-focused manner.

- Issuance of patient billing statements and follow-up cycles
- Payment plan administration (if offered)
- Processing of financial hardship requests as allowed by City policy
- Identification of accounts for potential bad-debt placement and recommendations to the City
- Compliance with all applicable state and federal collection requirements

3.8 Implementation and Transition Support

The Vendor shall provide full implementation and transition support to ensure a smooth start of services.

DRAFT SCOPE OF WORK

- Implementation timeline and milestones
- System setup and payer connectivity support
- Data onboarding and secure data exchange processes
- Transition of open claims and existing accounts receivable
- Go-live stabilization plan

PRICING FORMAT

The Vendor shall submit pricing using a percentage-of-collected-revenue model. The proposed billing fee shall be stated as a single percentage applied to all EMS transport revenue collected by the City. The Vendor shall clearly define what is included in “collected revenue,” such as payer payments, patient payments, and secondary or tertiary payments.

In addition to the percentage-based billing fee, the Vendor shall fully disclose all additional fees associated with providing EMS billing and revenue cycle management services. Such fees may include, but are not limited to, implementation or onboarding costs, clearinghouse fees, per-claim submission fees, patient statement and postage costs, customer service add-on charges, credit-card processing fees, eligibility verification charges, coding support fees, NSA/IDR support fees, reporting or analytics charges, bad-debt coordination fees, minimum monthly fees, early termination costs, and any other applicable charges.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

18.

Meeting Date: 02/12/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval to award RFP 26-004 for Architectural & Engineering Design Services for Flood-related Projects (DR- 4843) to Huitt-Zollars, Inc. and Molzen-Corbin & Associates, P.A. (Gass/Rogers)

BACKGROUND:

Initiated by: Mac Rogers

Requesting approval to award RFP 26-004 for Architectural & Engineering Design Services for Flood-related Projects (DR- 4843) to Huitt-Zollars, Inc. And Molzen Corbin. The City issued RFP 26-004 seeking proposals from qualified and licensed Architectural and Engineering (A&E) firms to provide professional design services for flood-related City projects. These services are required to support recovery efforts and help to develop plans to repair citywide flood damage and incorporate hazard mitigation measures where necessary. Five (5) proposals were received and evaluated by the City's Evaluation Committee in accordance with the evaluation criteria established in the RFP. Based on qualifications, experience, understanding of the scope of work among other factors, the Evaluation Committee determined that Huitt-Zollars, Inc. and Molzen-Corbin & Associates, P.A. submitted the proposals most advantageous to the City.

FINANCIAL CONSIDERATION

There is no immediate fiscal impact associated with approval of this item. Contract scope and fees will be negotiated on a project-by-project basis, subject to available funding, FEMA eligibility, and required approvals.

LEGAL REVIEW:

Contract to be reviewed by the Legal Department upon award.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended approval (5-0) at their meeting on February 3rd, 2026.

STAFF RECOMMENDATION:

Staff recommends approval.

Attachments

Award Letter

Award Recommendation Report

Award Recommendation for RFP-26-004 Architectural & Engineering Design Services for Flood-Related Projects (DR-4843NM)

The City of Roswell issued RFP No. 26-004 seeking proposals from qualified and licensed Architectural and Engineering (A&E) firms to provide professional design services for flood-related City projects associated with FEMA Public Assistance Disaster Declaration DR-4843-NM. The selected firms will assist the City in assessing flood damage resulting from the October 19, 2024, flooding event and in developing repair designs to support flood recovery efforts.

Summary of Proposals Received:

Five (5) proposals were received from the following firms:

- Huitt-Zollars, Inc.
- Molzen-Corbin & Associates, P.A.
- Hartman + Majewski Design Group
- Parkhill, Smith & Cooper, Inc. dba Parkhill
- ASA Architects, PC

Evaluation Summary:

All proposals were reviewed and scored by the Evaluation Committee in accordance with the evaluation criteria established in the RFP. The final scores were as follows:

- Huitt-Zollars, Inc. – 95.50
- Molzen-Corbin & Associates, P.A. – 91.25
- Hartman + Majewski Design Group – 86.25
- Parkhill, Smith & Cooper, Inc. dba Parkhill – 83.75
- ASA Architects, PC – 77.75

After reviewing all proposals, the Evaluation Committee determined that **Huitt-Zollars, Inc.** and **Molzen-Corbin & Associates, P.A.** submitted the proposals **most advantageous to the City**, based on the evaluation criteria set forth in the RFP. These firms demonstrated strong technical qualifications, relevant experience, a clear understanding of the required scope of work, and the capacity to perform the required services within the City's anticipated timelines.

The Evaluation Committee recommends **award to both firms** to provide the City with sufficient professional capacity and flexibility to efficiently address multiple flood-related projects associated with **FEMA Disaster Declaration DR-4843-NM**.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Peek'.

Arely Peek
Purchasing Agent

Regular City Council Meeting

19.

Meeting Date: 02/12/2026

COMMITTEE: N/A

CONTACT: Amalia Martinez

CHAIR: Mayor Pro Tem

Summary:

Approval of the minutes from the Regular City Council meeting on January 16, 2026. (Corn/Martinez)

Attachments

DRAFT - January 16, 2026 City Council Minutes

Roswell City Council
Held at City Hall, Large Conference Room
425 N. Richardson Ave., Roswell, NM 88201
Friday, January 16, 2026, at 10:00 am

Notice of this meeting was given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 25-28.

The meeting reconvened at 10:00 a.m. with Mayor Jennings presiding:

ROLL CALL:

Robert Corn	Present
Angela Moore	Present
Juliana Halvorson	Present
Will Cavin	Present
Darrell Johnson	Present
Kurt Gass	Absent
Juan Oropesa	Present
Ed Heldenbrand	Present
Cristina Arnold	Present
Carlos Marrujo, Jr.	Present

FOR THE RECORD: Councilor Gass joined the meeting at 10:03 a.m.

Councilor Gass led in prayer, and Councilor Johnson led in the Pledge of Allegiance.

STATE MANDATED ACTIONS

1. Resolution 26-01: Adopting Rules of Order for the 2026-2026 Roswell Governing Body NMSA 1978, § 3-12-3. Governing body: powers and duties. A. The governing body of a municipality having a mayor-council form of government shall: (5) determine and adopt the rules of its own proceedings at an organizational meeting. Hess Yntema presented this item.

BACKGROUND: Adopting Rules of Order for the 2026-2027 Roswell Governing Body NMSA 1978, § 3-12-3. Governing body: powers and duties. A. The governing body of a municipality having a mayor-council form of government shall: (5) determine and adopt the rules of its own proceedings at an organizational meeting.

FOR THE RECORD: Councilor Halvorson stepped away from 11:38 am -11:41 am

FOR THE RECORD: Councilor Cavin stepped away from 11:41 am – 11:44 am

MOTION: Councilor Corn made a motion to approve the adoption of the rules of order for 2026-2027 as amended.

Councilor Arnold was the second.

ROLL CALL VOTE

Robert Corn	Yes
Angela Moore	Yes
Juliana Halvorson	Yes
Will Cavin	Yes
Darrell Johnson	Yes
Kurt Gass	Yes
Juan Oropesa	Yes
Ed Heldenbrand	Yes
Cristina Arnold	Yes
Carlos Marrujo, Jr.	Yes

Motion passed 10-0.

2. Election of Mayor Pro Tem Consider holding an election for Mayor Pro Tem NMSA 1978 § 3 -12-3. Governing body; powers and duties. A. The governing body of a municipality having a mayor-council form of government shall: (1) elect one of its members to act as mayor pro tem in the absence of the mayor.

BACKGROUND: Each year, the governing body has elected one of its members to serve as Mayor Pro Tem. The person elected to the office serves for a year and is responsible for handling the duties of the Mayor in the event the Mayor is unable to attend to them.

MOTION Councilor Johnson nominated Councilor Robert Corn to serve as Mayor Pro Tem. Councilor Halvorson moved to appoint the nominated Councilor Robert Corn as Mayor Pro Tem.

Councilor Arnold was the second.

ROLL CALL VOTE

Robert Corn	Yes
Angela Moore	Yes
Juliana Halvorson	Yes
Will Cavin	Yes
Darrell Johnson	Yes
Kurt Gass	Yes
Juan Oropesa	Yes
Ed Heldenbrand	Yes
Cristina Arnold	Yes
Carlos Marrujo, Jr.	Yes

Motion Passed 10-0

FOR THE RECORD: Meeting was recessed from 12:21 pm-12:37 pm.

3. Nomination of Officers

NMSA 1978 § 3-11-5. Organizational meeting, mayor; appointment of officers after election. (B). At the organizational meeting of the governing body, the mayor shall submit, for confirmation by the governing body, the names of persons who shall fill the appointive offices of the municipality. Approval of the following appointments as recommended by the mayor:

1. City Treasurer - Toni Gomez
2. Police Officer - Albert Aldana
3. City Manager - Hessel Yntema

BACKGROUND: Traditionally, after the Municipal Officer Election, the appointments of Appointive Officers take place at the organizational meeting.

MOTION: Councilor Corn made a motion to hold a Closed Session pursuant to NMSA 1978 § 10-15-1H (2), to discuss limited personnel matters regarding appointments. pursuant to NMSA 1978 § 10-15-1H (7), to discuss attorney-client privilege pertaining to threatened or pending litigation in which the City of Roswell is or may become a participant.

Councilor Arnold was the second.

FOR THE RECORD: Council went into Closed Session at 12:40 pm.

ROLL CALL VOTE

Robert Corn	Yes
Angela Moore	Yes
Juliana Halvorson	Yes
Will Cavin	Yes
Darrell Johnson	Yes
Kurt Gass	Yes
Juan Oropesa	Yes
Ed Heldenbrand	Yes
Cristina Arnold	Yes
Carlos Marrujo, Jr.	Yes

Motion passed 10-0

Closed Session

4. CLOSED SESSION - Hold a Closed Session: pursuant to NMSA 1978 § 10-15-1H (2), to discuss limited personnel matters regarding appointments. pursuant to NMSA 1978 § 10-15-1H (7), to discuss attorney-client privilege pertaining to threatened or pending litigation in which the City of Roswell is or may become a participant.

MOTION: Mayor Pro Tem Corn motioned that we reconvene after being in Closed Session at 3:15 pm – No action was taken, no votes were cast.

Councilor Cavin was the second.

Voice vote was unanimous 10-0

Nomination of Officers

NMSA 1978 § 3-11-5. Organizational meeting, mayor; appointment of officers after election. B. At the organizational meeting of the governing body, the mayor shall submit, for confirmation by the governing body, the names of persons who shall fill the appointive offices of the municipality. Approval of the following appointments as recommended by the Mayor:

BACKGROUND: Traditionally, after the Municipal Officer Election, the appointments of Appointive Officers take place at the organizational meeting.

1. City Treasurer - Toni Gomez

MOTION: Councilor Halvorson made a motion to appoint Toni Gomez as the City of Roswell Treasurer.

Councilor Arnold was the second.

ROLL CALL VOTE

Robert Corn	Yes
Angela Moore	Yes
Juliana Halvorson	Yes
Will Cavin	Yes
Darrell Johnson	Yes
Kurt Gass	Yes
Juan Oropesa	Yes
Ed Heldenbrand	Yes
Cristina Arnold	Yes
Carlos Marrujo, Jr.	Yes

Motion passed 10-0

Nomination of Officers

NMSA 1978 § 3-11-5. Organizational meeting, mayor; appointment of officers after election. B. At the organizational meeting of the governing body, the mayor shall submit, for confirmation by the governing body, the names of persons who shall fill the appointive offices of the municipality. Approval of the following appointments as recommended by the Mayor:

BACKGROUND: Traditionally, after the Municipal Officer Election, the appointments of Appointive Officers take place at the organizational meeting.

2. Police Officer – Albert Aldana

MOTION: Councilor Moore made a motion to appoint Albert Aldana as the City of Roswell Chief of Police with one amendment –

- page 3 of 9 of the employment contract should reflect 13.0 hours per month of leave.

Councilor Arnold was the second

ROLL CALL VOTE

Robert Corn	Yes
Angela Moore	Yes
Juliana Halvorson	Yes
Will Cavin	Yes
Darrell Johnson	Yes
Kurt Gass	Yes
Juan Oropesa	Yes
Ed Heldenbrand	Yes
Cristina Arnold	Yes
Carlos Marrujo, Jr.	Yes

Motion Passed 10-0

Nomination of Officers

NMSA 1978 § 3-11-5. Organizational meeting, mayor; appointment of officers after election. B. At the organizational meeting of the governing body, the mayor shall submit, for confirmation by the governing body, the names of persons who shall fill the appointive offices of the municipality. Approval of the following appointments as recommended by the Mayor:

BACKGROUND: Traditionally, after the Municipal Officer Election, the appointments of Appointive Officers take place at the organizational meeting.

3. City Manager – Hessel Yntema

MOTION: Councilor Johnson made a motion to approve the appointment of Hessel Yntema as the City of Roswell's City Manager with two amendments:

- Pg. 3 of 9 of the employment contract – Annual Salary is \$195,686.34
- Pg. 4 of 9 of the employment contract – Automobile Allowance is \$550.00 a month

Councilor Cavin was the second

ROLL CALL VOTE:

Robert Corn	Yes
Angela Moore	Yes
Juliana Halvorson	Yes
Will Cavin	Yes
Darrell Johnson	Yes
Kurt Gass	Yes

Juan Oropesa	Yes
Ed Heldenbrand	Yes
Cristina Arnold	Yes
Carlos Marrujo, Jr.	Yes

Motion passed 10-0

END OF ORGANIZATIONAL SESSION -- START OF REGULAR CITY COUNCIL MEETING

APPROVAL OF THE AGENDA

5. Approval of agenda - approve the agenda for the January 16, 2026, Regular City Council Meeting.

Councilor Gass moved to approve the agenda for the January 16, 2026, Regular City Council meeting with the scrivener errors:

- Amend item #1 of the Organizational Meeting agenda so it correctly states “2026- 2027” – On the Agenda
- Amend item # 17 pg. 173 within the “Financial Impact” section, revise the language from “General Fund” to “Public Safety Fund”

Councilor Marrujo was the second

ROLL CALL VOTE

Robert Corn	Yes
Angela Moore	Yes
Juliana Halvorson	Yes
Will Cavin	Yes
Darrell Johnson	Yes
Kurt Gass	Yes
Juan Oropesa	Yes
Ed Heldenbrand	Absent
Cristina Arnold	Yes
Carlos Marrujo, Jr.	Yes

FOR THE RECORD: Councilor Heldenbrand stepped away from 3:31 pm to 3:37 pm

Motion passed 9-0

6. Approval of consent agenda - approve the consent agenda for the January 16, 2026, Regular City Council Meeting.

Councilor Johnson moved to approve the consent agenda as amended for the January 16, 2026, Regular City Council.

Councilor Marrujo was the second.

FOR THE RECORD -The agenda and the consent items were approved without objection

CONSENT ITEMS (items 7-22 will be approved at the time of the approval of the consent agenda)

All matters under this heading are considered routine by the City Council and will be acted upon in one motion. There will be no separate discussion of these items. If discussion of a particular item is desired, upon request, that item may be removed from the Consent Agenda and placed on the Regular Agenda for separate consideration.

7. Approval of a budget adjustment to allocate an additional \$300,000 for the temporary dispatch contract. This adjustment is necessary to address unanticipated staffing shortages and associated costs.

8. Approval of a budget adjustment in the amount of \$52,474.50, plus applicable Gross Receipts Tax (GRT) of \$4,340.06, for a total budget adjustment of \$56,814.56, for CentralSquare public safety project management and technical services required to re-host the existing system to the new Dispatch Center server.

9. Approval of a budget adjustment and authorization of procurement of replacement computers for all dispatch consoles at the new consolidated dispatch location. The total cost is \$119,337.38, with \$52,013.64 currently available. An additional \$67,323.74 is required to complete the acquisition.

10. Approval of the purchase of a Cyclone Rubber and Paint Removal Equipment System for the Roswell Air Center in the amount of \$775,000.00. Procurement will be made through HGAC Buy Cooperative Contract No. PW10-25.

11. Ordinance 26-01: authorize to advertise for a public hearing to consider adopting proposed Ordinance 26-01 An Ordinance Amending the City of Roswell's Purchasing Procedures.

Resolution(s)

12. Resolution 26-02: Weeds - The Resolution shall mandate the cleanup of approximately fourteen (14) separate properties within the City.

13. Resolution 26-03: Condemnations - adoption of Resolution 26-03 the Resolution shall require the removal or demolition of one (1) dilapidated structure.

14. Resolution 26-04: Adoption of Resolution 26-04 to dispose of certain surplus personal property listed on the attachment.

15. Resolution 26-05: Adoption of Resolution 26-05 authorizing the removal of certain items with an individual acquisition cost of five thousand (\$5000) or less from the City's certified capital asset list.

16. Resolution 26-06: Adoption of Resolution 26-06 approving a budget adjustment for the fiscal year ending June 30, 2026.

Bids, RFP's and Agreements

17. ITB-26-006 - approval of the award to Waide Construction Company, Inc., for Fire Station #1 Addition Project in the amount of \$1,822,314.49, including applicable New Mexico Gross Receipts Tax (GRT), and approval of a budget adjustment of \$634,314.49 from the Public Safety Fund.

Lodgers' Tax Request

18. Approval of the National Championship Air Races Lodgers' Tax Funding Request in the amount of \$300,000 for marketing as outlined in their Memorandum of Understanding.

19. Approval of the Galacticon Lodgers' Tax Funding Request to open negotiations with the City of Roswell for sponsorship.

20. Approval of the Galacticon and Roswell Daily Record Funding Request in the amount of \$20,000 for marketing, sanitation, and security.

21. Approval of the MainStreet Roswell for UFO Festival Lodgers' Tax Funding Request to City Council in the amount of \$20,000 for marketing, sanitation, and security, and open negotiations with the City of Roswell for sponsorship.

Minutes

22. Approval of the minutes from the Regular City Council meeting on December 11, 2025.

NON-ACTION ITEMS (Information Items)

23. Proclamation - Honorable Bobby R. Baldock

MOTION: Councilor Halvorson made a motion to postpone this item

Councilor Marrujo was the second.

Motion passed by unanimous decision. Bobby R. Baldock has been rescheduled for the February 12, 2026, Regular City Council Meeting

24. Airport Updates (Bobbi Thompson)

Bobbi Thompson gave a detailed report and presentation on the air races, economic impact, visitor demographics, military operations, infrastructure projects, and upcoming airline service.

FOR THE RECORD: Councilor Cavin left the meeting at 3:38 pm.

25. Airport Advisory Commission Updates (Bud Kunkel)

26. Employee Out-of-State Travel (Mayor Pro Tem)

Representatives from RPD, Roswell Fire, and the Roswell Museum presented out-of-state travel updates to the councilors and the Mayor.

PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS

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

NEW BUSINESS / REGULAR ITEMS

CITY MANAGER REPORTS/ANNOUNCEMENTS

(Information Only)

27. Legal Communications Leases November/ December 2025

(Information Only)

ADJOURNMENT

Meeting adjourned at 4:06 p.m.

Approved on this 12th day of February 2026.

(City Seal)

Timothy Z. Jennings, Mayor

Amalia Martinez, City Clerk

Minutes prepared by: Angela Garcia

Regular City Council Meeting

23.

Meeting Date: 02/12/2026

COMMITTEE: N/A

CONTACT: Hessel Yntema

CHAIR: Mayor Pro Tem

Summary:

Employee Out-of-State Travel

Attachments

Roswell Police Department Out of State Travel

Solid Waste Department Out of State Travel



Roswell Police Department



CHIEF LANCE BATEMAN

MEMORANDUM

To: City Council Members

From: Chief Lance Bateman

Date: January 26th, 2026

Subject: Notification of Out-of-State Training for Department Personnel

Dear Council Members,

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

1. Bryan Barela, Jonah Gamboa, Logan Franklin, Steven Willis

- **Rank/Position:** Officers
- **Training Program:** Basic Swat
- **Location:** Garland, Texas
- **Dates:** March 2nd, 2026 – March 6th, 2026
- **Purpose/Objective:** 4 New operators for the SWAT team that need to go to basic SWAT to get certified.

2. Daniel Fontanez

- **Rank/Position:** Sergeant
- **Training Program:** ASP Instructor Certification
- **Location:** Las Vegas, Nevada
- **Dates:** February 24th, 2026 – February 27th, 2026
- **Purpose/Objective:** To obtain recertification as a Baton and Handcuffing instructor, and a new certification for OC instructor through ASP.

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

Sincerely,

Chief Lance Bateman



MEMORANDUM
City of Roswell

Sanitation

To: CITY COUNCIL MEMBERS

From: Abraham Chaparro, Solid Waste Director *AC*

Date: January 28th, 2026

Subject: Out-of-State travel for Solid Waste Department

Employee Name: Armando Silva

Dates: March 22 – 27, 2026

Location: Fort Worth, TX

Purpose: Attendance at the SWEVT (Southwest Emergency Vehicle Technicians) Training Conference will directly support departmental operations by providing advanced, industry-standard training on the maintenance, diagnostics, and repair of emergency vehicles. The conference offers week-long, low-cost technical instruction taught by professional, factory-level trainers, along with access to EVT certification testing, which strengthens staff qualifications and ensures compliance with recognized safety and reliability standards for emergency response fleets.

Participation will enhance staff skills by expanding technical expertise in the latest emergency vehicle technologies, exposing attendees to specialized classes, hands-on training, and peer networking with technicians from across the region, allowing the department to stay current with best practices in fleet maintenance and repair.

This training ultimately benefits City services by improving the reliability, safety, and operational readiness of emergency vehicles. Well-trained technicians reduce vehicle downtime, help control maintenance costs, and support faster, more dependable emergency response for the community.

Regular City Council Meeting

Meeting Date: 02/12/2026

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Will Cavin

ACTION REQUESTED:

Ordinance 26-01: Hold a public hearing to consider adopting proposed Ordinance 26-01 An Ordinance Amending the City of Roswell's Purchasing Procedures. (Cavin/Heldenbrand)

BACKGROUND:

Initiated by: Ed Heldenbrand

This Ordinance clarifies what procurements and contracts need to be presented to the council, when, and how the City Manager may promulgate policies and procedures.

FINANCIAL CONSIDERATION:

No financial impact at this time.

LEGAL REVIEW:

City attorney has drafted this item.

BOARD AND COMMITTEE ACTION:

Legal Committee will be the first to consider this item. The Legal Committee recommended approval 5-0 at its meeting on November 18, 2025.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Ordinance 25-XX Procurement

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WHEREAS, The City of Roswell is a local public body subject to the Procurement Code NMSA 1978, § 13-1-67, and

WHEREAS, The Governing Body shall control the finances and property of the municipality, appropriate money for municipal purposes only, and provide for payment of debts and expenses of the municipality, NMSA 1978, § 3-37-2.

SECTION 1. Chapter 2 of the Roswell Code is amended as follows

Sec. 2-141. Application of procurement code.

Sec. 2-141. Application of procurement code.

- (d) Following a 30-day notice and comment period to the Governing Body, ~~T~~the city manager is authorized to adopt and amend policies and procedures for purchases of tangible personal property, services and construction on behalf of the city that are consistent with the provisions of the procurement code. The policies and procedures shall be updated to conform to changes made to the procurement code by the state legislature. The city manager may adopt additional requirements and controls for procurements which are more restrictive than the procurement code.

1 (e) The threshold amounts set forth under the definition of "small purchases" under
2 the procurement code (NMSA 1978, § 13-1-125), as may be amended, shall apply as part of the
3 city's policies and procedures for the purchases of tangible personal property, services and
4 construction on behalf of the city.

5
6 (f) All purchases of tangible personal property, services and construction on behalf of
7 the city shall be subject to the city's policies and procedures for purchasing unless otherwise
8 exempted by the provisions of the procurement code.
9

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11

12 Sec. 2-146 – Approval of Contracts
13

14 (a) Before execution, any contract subject to the procurement code valued over \$60,00.00
15 per annum shall be approved by the governing body, excluding emergency
16 procurements, which shall be ratified as circumstances require.
17

18 1. Procurements under existing contracts are not subject to the above provision if
19 funds have been appropriated for the applicable fiscal year.
20

21 2. Monthly, all purchases made subject to existing contracts shall be presented to
22 the Finance Committee.
23

24 (b) Whenever a competitive sealed proposal is required under the procurement code, the
25 award of such a proposal shall be approved by the Governing Body.
26

27 (c) The City Manager shall cause to be presented to the appropriate Governing Body
28 committee, for prior approval, any competitive sealed proposal whose cost is not
29 appropriated for the applicable fiscal year. Such presentation shall include the best
30 estimate of anticipated costs for the proposal.
31

32 1. Any competitive sealed proposal whose cost is not budgeted for the fiscal year
33 may be placed immediately on the full governing body agenda by the Mayor
34 if it is in the financial interest or general welfare of the City.
35

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39 Secs. 2-147 - 2-180. Reserved.
40

41 PASSED, ADOPTED, SIGNED and APPROVED _____, _____.
42

1 CITY SEAL

6 ATTEST

Timothy Z. Jennings, Mayor

10 _____
11 Amalia Martinez, City Clerk

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

25.

Meeting Date: 02/12/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider approval of the Galacticon Lodgers' Tax Sponsorship Agreement in the amount of \$6,200. (Gass/Conyers)

BACKGROUND:

Initiated by: Tommi Jo Conyers

Galacticon has requested sponsorship funding to provide free public attractions located outside of the Galacticon facility during the UFO Festival. These attractions are intended to draw visitors throughout the full UFO Festival footprint, increasing foot traffic and engagement in multiple areas of the event.

The proposed attractions will be family-friendly, accessible to all ages, and open during Galacticon operating hours. All activities will be overseen by the Galacticon Director to ensure appropriate operation and alignment with festival programming.

This request represents the third consecutive year Galacticon has sought and received sponsorship support. In prior years, the City has provided Lodgers' Tax funding to support similar public-facing attractions, with expenditures coming in under awarded amounts.

Historical Lodgers' Tax Sponsorship Data:

FY2024: Awarded \$10,000 | Expended \$7,414.88

FY2025: Awarded \$8,000 | Expended \$3,700

For FY2026, Galacticon is requesting \$6,200, pending approval, to continue offering these free attractions as part of the overall UFO Festival experience.

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Budgeted

Expense: 26224081-672828 (Public Relations - Special Events) - \$6,200.00

LEGAL REVIEW:

The Legal Department has reviewed the agreement for sufficiency.

BOARD AND COMMITTEE ACTION:

The Occupancy Tax board recommended (5-0) to award Galacticon \$20,000 for marketing and open negotiations with the City of Roswell for sponsorship at their July 22, 2025, meeting.

The Finance Committee recommended approval 5-0 to open negotiations with the City of Roswell for sponsorship at its meeting on January 8, 2026.

The City Council approved 10-0 to open negotiations with the City of Roswell for sponsorship at its meeting on January 16, 2026.

The Finance Committee recommended approval 4-1 of \$6,200.00 sponsorship at their February 3, 2026 meeting.

STAFF RECOMMENDATION:

Approve as presented.

Attachments
Galacticon Sponsorship Agreement 2026

**Galacticon 2026
Lodgers' Tax Sponsorship Agreement**

The Roswell Galacticon Lodger's Tax Sponsorship Agreement ("Agreement") is hereby entered into on this ____ day of _____, 202__ (the "Effective Date"), by and between the CITY OF ROSWELL, NEW MEXICO ("City"), a political subdivision of the State of New Mexico, located at 425 N. Richardson, Roswell, NM 88201, and the ROSWELL GALACTICON is incorporated in New Mexico, whose principal address is 1801 E. College, Roswell, NM 88201 ("Galacticon"), collectively referred to herein as the Parties.

Article 1.0 PURPOSE

- 1.1 Galacticon is in an annual tourist event during the City of Roswell UFO Festival.
- 1.2 In order to generate funds to pay the expenses of operating Galacticon, Galacticon contracts with businesses to promote their goods and services at the event.
- 1.3 The Sponsor desires to utilize the public relations opportunities offered by Galacticon to promote goods/services and the **City** as a whole.

Article 2.0 SPONSORSHIP PACKAGE

- 2.1 Galacticon shall:
 - a. display prominently the "Paid in Part by The City of Roswell" logo or the wording "Sponsored by the City of Roswell" on any publication (including electronic), at tourist-related event, or attraction(s) from which sponsorship funds are expended. Logos shall be published consistent with Roswell's logo guidance, as shown in Exhibit 1; and
 - b. provide that any publication (including electronic and radio), tourist-related event, or attraction from which sponsorship funds are expended shall be free admission to students and children when accompanied by an adult ticket holder during Galacticon; and
 - c. expend funds exclusively for publications, tourist-related events, or attractions that are reasonably considered family-friendly; and
 - d. expend or encumber all funds before the final day of Galacticon; and
 - e. comply with all policies, rules, and regulations applicable to each event under City laws and policies; and
 - f. Provide receipts and proof of performance of all expenditures made with sponsorship funds before 30 days of the last day of the event to the City of Roswell Special Event Supervisor.

- 2.2 Sponsor will be included on the Sponsor Page of Galacticon with a link to the sponsor's page (link: www.seeroswell.com).
- 2.3 Sponsor will be included on the Sponsor Page of any event programs, fliers, postcards, posters, or any other advertising, if produced.

Article 3.0 CONSIDERATION

- 3.1 The Sponsor shall provide to Galacticon cash consideration of **\$6,200** in consideration for the advertising services provided under Article 3.0.
- 3.2 The amount set forth in paragraph 4.1 shall be due to Galacticon within fourteen (14) days of the signing of this Agreement.

Article 4.0 INSURANCE

- 4.1 **Galacticon** shall maintain the policies of insurance as required under the special events policy of the City and shall indemnify and hold harmless the City for any liability that may result from any events in which sponsorship funds are utilized.

Article 5.0 TERMINATION

- 5.1 Either Party may terminate this Agreement at any time during the Term or any Renewal Term hereof by giving 30 days written notice in advance. Termination under this Section shall not terminate, prejudice, or otherwise affect any right or obligation accruing hereunder before the termination. Upon termination, all unexpended funds shall be returned to the City.

Article 6.0 ASSIGNMENTS

- 6.1 The rights and duties under this Agreement cannot be assigned, delegated, or otherwise transferred or encumbered by Galacticon without prior written consent of the City, which the City may withhold in its total discretion.

Article 7.0 MISCELLANEOUS

- 7.1 City shall have the right, at all reasonable times, to inspect Galacticon goods, services, and promotional activities employing the City of Roswell logo to ensure that such use is of proper quality and otherwise consistent with this Agreement, and may terminate this Agreement should the City determine that the use is inconsistent with this Agreement.
- 7.2 The Parties agree that no failure to exercise and no delay in exercising any right, power or privilege under this Agreement on the part of either Party shall operate as a waiver of any right, power, or privilege under this Agreement.
- 7.3 Any failure to submit receipts shall result in an obligation that Galacticon return any unaccounted-for consideration.
- 7.4 Choice of law shall be New Mexico, and venue shall rest in Chaves County, NM, in the event of any dispute.

IN WITNESS WHEREOF, Galacticon and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on the __ day of _____ 202__, the Effective Date hereof.

“City”

CITY OF ROSWELL

By: Hessel Yntema
City Manager

“Galacticon”

Galacticon

By: Elaine Mayfield
Director

CITY SEAL

Amalia Martinez, City Clerk

Approved as to form:

Christopher J. Nairn-Mahan
City Attorney

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

26.

Meeting Date: 02/12/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider approval of MainStreet Roswell Sponsorship Agreement for the UFO Festival in the amount of \$102,000 with \$56,000 out of Lodgers' Tax and \$46,000 out of the General Fund. (Gass/Conyers)

BACKGROUND:

Initiated by: TJ Conyers (Sponsored by Councilor Halvorson and Councilor Heldenbrand)

MainStreet Roswell has served as the organizing entity for the annual UFO Festival for 2 years, a signature community event that attracts visitors, generates economic impact, and promotes tourism for the City of Roswell.

Historically, the City of Roswell has supported MainStreet Roswell through sponsorship agreements to assist with event-related costs. In FY2024, the City awarded \$60,000, of which \$52,201.75 was expended. In FY2025, the City awarded \$50,000, with \$50,000 fully expended. These funds were used to support operational, marketing, and programming needs associated with the event.

The proposed sponsorship agreement in the amount of \$102,000 reflects the budget proposal submitted by Executive Director of MainStreet Roswell, Barbara Gomez. The agreement is intended to support event production, infrastructure, marketing, and related costs to ensure successful execution of the 2026 UFO Festival.

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Budgeted - \$56,000 / Budget Adjustment Needed - \$46,000 out of General Fund

Expense: Budgeted 26224081-672828 (Public Relations-Special Events) -- \$56,000

LEGAL REVIEW:

The Legal Department has reviewed the agreement for sufficiency.

BOARD AND COMMITTEE ACTION:

The Occupancy Tax board recommended (5-0) to award MainStreet Roswell for UFO Festival \$20,000 for marketing and \$20,000 in sponsorship at their July 22, 2025, meeting.

The Finance Committee recommended approval 4-0 to open negotiations with the City of Roswell for sponsorship at its meeting on January 8, 2026.

The City Council approved 10-0 to open negotiations with the City of Roswell for sponsorship at its meeting on January 16, 2026.

The Finance Committee recommended approval 4-1 to a \$102,000 sponsorship at their February 3, 2026, meeting. Item was presented at Finance with America 250 Roswell funding request as one item. Following Hess Yntema's recommendation, the items were bifurcated.

STAFF RECOMMENDATION:

No staff recommendation. Sponsored by Councilors Juliana Halvorson and Edward Heldenbrand.

Attachments

**MainStreet- Roswell UFO Festival 2026
Lodgers' Tax Sponsorship Agreement**

The Roswell MainStreet Roswell Lodger's Tax Sponsorship Agreement ("Agreement") is hereby entered into on this ____ day of _____, 202__ (the "Effective Date"), by and between the CITY OF ROSWELL, NEW MEXICO ("City"), a political subdivision of the State of New Mexico, located at 425 N. Richardson, Roswell, NM 88201, and the ROSWELL MAINSTREET ROSWELL a(n) non-profit corporation, whose principal address is 105 W. 3rd St., Roswell, NM 88201, collectively referred to herein as the Parties.

Article 1.0 PURPOSE

- 1.1 UFO Festival is in an annual tourist event organized by MainStreet Roswell.
- 1.2 In order to generate funds to pay the expenses of operating UFO Festival, MainStreet Roswell contracts with businesses to promote their goods and services at the event.
- 1.3 The Sponsor desires to utilize the public relations opportunities offered by MainStreet Roswell to promote goods/services and the City as a whole.

Article 2.0 SPONSORSHIP PACKAGE

- 2.1 MainStreet Roswell shall:
 - a. display prominently the "Paid in Part by The City of Roswell" logo, "UFO Festival" logo or the wording "Sponsored by the City of Roswell" on any publication (including electronic), at any tourist-related event or attraction(s) from which sponsorship funds are expended. Logos shall be published consistent with Roswell's logo guidance, as shown in Exhibit 1; and
 - b. provide that any publication (including electronic and radio), tourist-related event, or attraction from which sponsorship funds are expended shall be free admission to students and children when accompanied by an adult ticket holder during UFO Festival; and
 - c. expend funds exclusively for publications, tourist-related events, or attractions that are reasonably considered family-friendly; and
 - d. expend or encumber all funds before the final day of UFO Festival; and
 - e. comply with all policies, rules, and regulations applicable to each event under City laws and policies; and
 - f. provide receipts and proof of performance of all expenditures made with sponsorship funds within 30 days of the last day of the event to the City of Roswell Special Event Supervisor.

- 2.2 Sponsor will be included on the Sponsor Page of MainStreet Roswell with a link to the sponsor's page (link: www.seeroswell.com).
- 2.3 Sponsor will be included on the Sponsor Page of any event programs, fliers, postcards, posters, or any other advertising, if produced.

Article 3.0 CONSIDERATION

- 3.1 The Sponsor shall provide to MainStreet Roswell cash consideration of \$102,000.00 in consideration for the advertising services provided under Article 3.0.
- 3.2 The amount set forth in paragraph 4.1 shall be due to MainStreet Roswell within thirty (30) days of the signing of this Agreement.
- 3.3 The Sponsor shall waive the fees for the street closures for event and the UFO Light Parade, as shown in Exhibit 2.

Article 4.0 INSURANCE

- 4.1 MainStreet Roswell shall maintain the policies of insurance as required under the Special Events Policy of the City and shall indemnify and hold harmless the City for any liability that may result from any events in which sponsorship funds are utilized.

Article 5.0 TERMINATION

- 5.1 Either Party may terminate this Agreement at any time during the Term or any Renewal Term hereof by giving 30 days' written notice in advance. Termination under this Section shall not terminate, prejudice, or otherwise affect any right or obligation accruing hereunder before the termination. Upon termination, all unexpended funds shall be returned to the City within 30 days.

Article 6.0 ASSIGNMENTS

- 6.1 The rights and duties under this Agreement cannot be assigned, delegated, or otherwise transferred or encumbered by MainStreet Roswell without prior written consent of the City, which the City may withhold in its total discretion.

Article 7.0 MISCELLANEOUS

- 7.1 City shall have the right, at all reasonable times, to inspect MainStreet Roswell goods, services, and promotional activities employing the City of Roswell logo to ensure that such use is of proper quality and otherwise consistent with this Agreement, and may terminate this Agreement should the City determine that the use is inconsistent with this Agreement.
- 7.2 The Parties agree that no failure to exercise and no delay in exercising any right, power, or privilege under this Agreement on the part of either Party shall operate as a waiver of any right, power, or privilege under this Agreement.

- 7.3 Any failure to submit receipts shall result in an obligation that MainStreet Roswell return any unaccounted-for consideration.
- 7.4 Choice of law shall be New Mexico, and venue shall rest in Chaves County, NM, in the event of any dispute.

IN WITNESS WHEREOF, MainStreet Roswell and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on the ___ day of _____, 202__, the Effective Date hereof.

“City”

CITY OF ROSWELL

By: Hessel Yntema
City Manager

“MainStreet Roswell”

MainStreet Roswell

By: Barbara Gomez
Director

CITY SEAL

Amalia Martinez, City Clerk

Approved as to form:

Christopher J. Nairn-Mahan
City Attorney



PMS 186
C:0 M:100 Y:75 K:4
R:198 G:12 B:48
HTML: C60C30



PMS 300
C:100 M:42 Y:0 K:0
R:0 G:101 B:189
HTML: 0065BD

CITY OF ROSWELL INVOICE

Special Event Services 2026



\$2,540.00

City of Roswell Public Affairs

425 N Richardson St
PO Box 1838
Roswell, NM 88202

Event Name: UFO FESTIVAL 2026

(Includes Parade)

QUANTITY	DETAILS	PRICE	LINE TOTAL
	Street Closure:		
42	Barricades:	10.00	420.00
40	Barrels	2.00	80.00
108	Sand Bags	5.00	540.00
70	Cones	2.00	140.00
32	Warning Signs	10.00	320.00
2	Programmable Signs	300.00	600.00
	Water- Spicket	10.00	
1	Water- Hydrant Setup	75.00	75.00
	City Personnel	30.00	
4	Streets	30.00	120.00
	Emergency	55.00	
200	Trash Cans (1trash Bag per can @ \$1)	1.00	200.00
3	Electrical (Per Day) Reischman Park	15.00	45.00
	RECREATION FEES:		
	Field Maintenance	469.00	
	Bathroom Maintenance/1st stock	184.00	
		Net Total	\$2,540.00
		Tax N/A	-

TOTAL DUE \$2,540.00

Reminder: Balance must be paid at least 14 days before your event.

Payments can be made to:

The City of Roswell

RE: Special Events

425 N. Richardson Roswell, NM 88201

CONTACT INFORMATION

TJ Conyers

575-315-5183

t.conyers@roswell-nm.gov

An account needs to be set up for any sanitation needs. Sanitation- 575-624-6746

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

27.

Meeting Date: 02/12/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider approval of MainStreet Roswell Sponsorship Agreement for the America 250 Roswell in the amount of \$150,000.00 from the General Fund. (Gass/Conyers)

BACKGROUND:

Initiated by: TJ Conyers (Sponsored by Councilor Halvorson and Councilor Heldenbrand)

The America 250 Roswell Committee will organize the Fourth of July Fireworks Celebration, and MainStreet Roswell will manage and oversee the event's funding as the fiduciary.

The year 2026 marks the 250th anniversary of the signing of the Declaration of Independence, commemorating the nation's founding in 1776 and honoring America's history, values, and future. America 250 Roswell is dedicated to honoring our nation's 250 years of independence by celebrating Roswell's history, people, and patriotic spirit through inclusive events, educational opportunities, and community-driven initiatives that unite residents and visitors alike.

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Budgeted - \$0 / Budget Adjustment Needed - \$150,000 out of General Fund

LEGAL REVIEW:

The Legal Department has reviewed the agreement for sufficiency.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended approval 4-1 to a \$150,000 sponsorship at their February 3, 2026, meeting. This item was presented at Finance with UFO Festival sponsorship agreement. Following Hess Yntema's recommendation, these items were bifurcated.

STAFF RECOMMENDATION:

No staff recommendation. Sponsored by Councilors Juliana Halvorson and Edward Heldenbrand.

Attachments

DRAFT- Sponsorship Agreement America 250 Roswell 2026

**MainStreet- America 250 Roswell
Sponsorship Agreement**

The Roswell MainStreet Roswell Sponsorship Agreement (“Agreement”) is hereby entered into on this ____ day of _____, 202__ (the “Effective Date”), by and between the CITY OF ROSWELL, NEW MEXICO (“City”), a political subdivision of the State of New Mexico, located at 425 N. Richardson, Roswell, NM 88201, and the ROSWELL MAINSTREET ROSWELL a(n) non- profit corporation, whose principal address is 105 W. 3rd St., Roswell, NM 88201, collectively referred to herein as the Parties.

Article 1.0 PURPOSE

- 1.1 America 250 Roswell 4th of July fireworks celebration organized by the America 250 Committee with MainStreet Roswell serving as the fiduciary for all associated funds.
- 1.2 In order to generate funds to pay the expenses of operating America 250 Roswell, the committee contracts with businesses to promote their goods and services at the event.
- 1.3 The Sponsor desires to utilize the public relations opportunities offered by MainStreet Roswell to promote goods/services and the City as a whole.

Article 2.0 SPONSORSHIP PACKAGE

- 2.1 MainStreet Roswell shall:
 - a. display prominently the “Paid in Part by The City of Roswell” logo, “America 250 Roswell” logo or the wording “Sponsored by the City of Roswell” on any publication (including electronic), at tourist-related event, or attraction(s) from which sponsorship funds are expended. Logos shall be published consistent with Roswell’s logo guidance, as shown in Exhibit 1; and
 - b. provide that any publication (including electronic and radio), tourist-related event, or attraction from which sponsorship funds are expended shall be free admission during America 250 Roswell; and
 - c. expend funds exclusively for publications, tourist-related events, or attractions that are reasonably considered family-friendly; and
 - d. expend or encumber all funds before the final day of America 250 Roswell firework display; and
 - e. comply with all policies, rules, and regulations applicable to each event under City laws and policies; and

- f. Provide receipts and proof of performance of all expenditures made with sponsorship funds within 30 days of the last day of the event to the City of Roswell Special Event Supervisor.

2.2 Allocated funds shall only be used for firework display, unless granted permission to utilize funds for another America 250 Roswell project is given by the Special Event Supervisor.

2.3 Sponsor will be included on the Sponsor Page of any event programs, fliers, postcards, posters, or any other advertising, if produced.

Article 3.0 CONSIDERATION

3.1 The Sponsor shall provide to MainStreet Roswell cash consideration of \$150,000.00 in consideration for the advertising services provided under Article 3.0.

3.2 The amount set forth in paragraph 4.1 shall be due to MainStreet Roswell within thirty (30) days of the signing of this Agreement.

Article 4.0 INSURANCE

4.1 MainStreet Roswell shall maintain the policies of insurance as required under the special events policy of the City and shall indemnify and hold harmless the City for any liability that may result from any events in which sponsorship funds are utilized.

Article 5.0 TERMINATION

5.1 Either Party may terminate this Agreement at any time during the Term or any Renewal Term hereof by giving 30 days written notice in advance. Termination under this Section shall not terminate, prejudice, or otherwise affect any right or obligation accruing hereunder before the termination. Upon termination, all unexpended funds shall be returned to the City.

Article 6.0 ASSIGNMENTS

6.1 The rights and duties under this Agreement cannot be assigned, delegated, or otherwise transferred or encumbered by MainStreet Roswell without prior written consent of the City, which the City may withhold in its total discretion.

Article 7.0 MISCELLANEOUS

7.1 City shall have the right, at all reasonable times, to inspect MainStreet Roswell goods, services, and promotional activities employing the City of Roswell logo to ensure that such use is of proper quality and otherwise consistent with this Agreement, and may terminate this Agreement should the City determine that the use is inconsistent with this Agreement.

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

- 7.3 Any failure to submit receipts shall result in an obligation that MainStreet Roswell return any unaccounted-for consideration.
- 7.4 Choice of law shall be New Mexico, and venue shall rest in Chaves County, NM, in the event of any dispute.

IN WITNESS WHEREOF, MainStreet Roswell and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on the ___ day of _____, 202__, the Effective Date hereof.

“City”

CITY OF ROSWELL

By: Hessel Yntema
City Manager

“MainStreet Roswell”

MainStreet Roswell

By: Barbara Gomez
Director

CITY SEAL

Amalia Martinez, City Clerk

Approved as to form:

Christopher J. Nairn-Mahan
City Attorney

America 250 Roswell Logo Color Palette



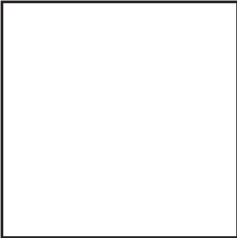
C100 M88 Y25 K11
R34 G60 B118
#223C76



C18 M100 Y87 K8
R189 G32 B50
#BD2032



CO MO YO K100
R35 G31 B32
#231F20



CO MO YO KO
R255 G255 B255
#FFFFFF

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

28.

Meeting Date: 02/12/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Approval of a budget adjustment of \$263,355.30 to install data lines and CJIS required access control for the new Roswell Police Department headquarters. (Mayor Jennings)

BACKGROUND:

Initiated By: Alberto Aldana

The Roswell Police Department recently entered into a lease agreement with the Roswell Airport to lease the old ILEA building as the new Roswell PD Headquarters. The ILEA building has very few data lines installed because it was previously a training facility rather than a typical government office. Roswell IT has estimated costs to install data lines, and CJIS requires access control at approximately \$263,355.30.

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense):

Budget Adjustment Needed 11014111-817503 (Capital Outlay -- Building/Improvements) - \$263,355.30

LEGAL REVIEW:

N/A

BOARD AND COMMITTEE ACTION:

The Public Safety Committee tabled this item at its January 13, 2026, meeting because the quote was unavailable. This item was tabled at Finance on February 3, 2026. This item was placed on the agenda by Mayor Jennings.

STAFF RECOMMENDATION:

Proceed as presented.

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

29.

Meeting Date: 02/12/2026

COMMITTEE: N/A

CONTACT: N/A

CHAIR: Mayor Pro Tem

ACTION REQUESTED:

Consider approval of Mayor Jennings' recommendation of appointments to the Flood Task Force as follows: (Corn/Martinez)

- Chris Cortez
- Gordon Patton
- Mike Espiritu
- Jon Hitchcock

BACKGROUND:

The Flood Task Force shall consist of 5 members.

FINANCIAL CONSIDERATION

There are no direct financial impact associated with this item.

LEGAL REVIEW:

Vacancies on Boards are filled under Roswell City Code Sec. 2-97(b)(1): "The mayor, with the advice and the consent of the City Council, shall appoint all board members."

STAFF RECOMMENDATION:

Attachments

Memo - Flood Task Force



MEMORANDUM
City of Roswell

To: CITY COUNCIL MEMBERS

From: Timothy Z. Jennings, Mayor

Date: February 6, 2026

Subject: Recommended Appointments to the Flood Task Force

Hello all,

I recommend that the appointments listed below be scheduled for the City Council meeting on February 12, 2026. I will present this recommendation and ask for your approval that evening.

Flood Task Force

- Chris Cortez
- Gordon Patton
- Mike Espiritu
- Jon Hitchcock

Sincerely,



Timothy Z. Jennings
Mayor, City of Roswell, NM

/ag

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

30.

Meeting Date: 02/12/2026

COMMITTEE: N/A

CONTACT: Amalia Martinez

CHAIR: Mayor Pro Tem

ACTION REQUESTED:

Approve the terms of employment and job description for Christopher J. Nairn-Mahan (Josh) for the position of City Attorney. (Corn/Mayor Jennings)

BACKGROUND:

Initiated by: Mayor Jennings

Sec. 2-84. - Qualifications. The city attorney shall be admitted to the practice of law by the supreme court of the state, and he shall be in good standing in the State Bar of New Mexico. He shall have at a minimum six years of previous full-time legal practice.

Sec. 2-85. - Duties. The city attorney shall: (1) Be the chief legal officer of the city and legal adviser to the governing body. He shall attend all regular meetings of the council and such other meetings of the council as he shall be requested to attend by the mayor. He shall have the right to be heard at any meeting of the council at which matters involving questions of law are being discussed. He shall render to the council his opinion upon any question of law involving the interests of the city at all times when requested by the council to do so. He shall draft and prepare all contracts to be entered into by the city and shall submit the contracts to the council for its approval, whenever requested by the council to do so. He shall draft and prepare all city ordinances and shall submit the ordinances to the council for its approval, whenever requested by the council to do so. (2) Draft and prepare all process and papers for the use of police officers in the carrying out by them of the duties of their office, whenever requested by the police chief to do so. He may prosecute all actions brought in the municipal court on behalf of the city, whenever requested by the municipal judge to do so or whenever in his judgment it is for the general welfare of the city that any such action should be so prosecuted. (3) Supervise and pass upon the legality as to the manner and form of all bonds to be given by any city officer or by any person entering into such a contractual relationship with the city as requires the giving of a bond to the city. (4) Perform any other duties that are required by the governing and customary to the practice of law. (5) The city attorney shall be responsible for the performance, functions, and all personnel of his office. (6) The city attorney shall have pocket settlement authority of no more than \$20,000.00 per occurrence. Such settlements shall not be made without the consent of

FINANCIAL CONSIDERATION

Salary is set at an equivalent of Grade 96, Step 9, or \$151,271.55 annually.

LEGAL REVIEW:

The Legal Department reviewed the agreement and has approved its final form.

BOARD AND COMMITTEE ACTION:

There was no time to send through the Legal Committee, and this comes before the City Council directly.

STAFF RECOMMENDATION:

While this matter does not require a staff recommendation, it should be noted that the City Manager assisted the Mayor in preparing the final document.

Attachments

DRAFT City Attorney Contract (CJNM)

**AGREEMENT FOR PROFESSIONAL SERVICES AND EMPLOYMENT
AS CITY ATTORNEY**

THIS AGREEMENT ("Agreement") is made and entered into effective _____ by and between the City of Roswell, New Mexico, a New Mexico municipality and political subdivision of the State of New Mexico (the "City") and Christopher J. Nairn-Mahan (the "Attorney").

WITNESSETH

WHEREAS, the Mayor and City Council (the "Governing Body") are required by law to provide for an appointed office of City Attorney;

WHEREAS, the Mayor and City Council (the "Governing Body") and the Attorney believe that a professional services agreement negotiated between the Governing Body, on behalf of the City, and the Attorney is mutually beneficial to the City, the Attorney, the Governing Body, and the community as a whole; and

WHEREAS, when appropriately structured, the Governing Body and the Attorney believe a professional services agreement can strengthen the Governing Body-Attorney relationship by enhancing the excellence and continuity of the legal representation of the City for the benefit of its citizens; and

WHEREAS, the Governing Body and Attorney believe it is important to thoughtfully consider guidelines that will be consistent with both the letter and the spirit of the State law, and to the extent applicable, the City's ordinances, resolutions, and policies, that will uphold the principal of "serving at the will and pleasure of the Governing Body," that will clearly define and incorporate the benefits to the community and organization, and that will address the protection of the Attorney and his family through provisions that are reasonable in nature and scope when compared to professional practices and regional market conditions and appropriately funded within the city's budget; and

WHEREAS, in order to provide inducements for the Attorney to accept appointment as the City Attorney of the City and to remain in such Office, to encourage full work productivity, and to provide means for termination, resignation, or retirement of the Attorney; and

WHEREAS, except as otherwise provided herein, the Attorney shall have and be eligible for the same benefits as provided to employees of the City; and

WHEREAS, the Attorney has agreed to accept appointment as the City Attorney, subject to the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, in consideration of the Attorney accepting employment with the City, and other good and valuable consideration, including the mutual covenants herein contained, the City and the Attorney hereby contract, covenant, and agree as follows:

I. TERM

1.1 Term. This Agreement shall commence on the Effective Date set forth herein above, and Attorney shall perform the duties of the office as Acting City Attorney until August 13, 2026 after which date and without objection of the parties shall transition to City Attorney subject to all terms and conditions of the office which shall renew at each organizational meeting of the Governing Body following the City's municipal officer election, provided that this agreement shall terminate in the event that the Governing Body fails to reappoint Attorney in any subsequent term, as provided for in NMSA 1978 Sec. 3-11-5. The term of this Agreement is subject to review, termination and settlement as defined and set forth in Sections 5, 6 and 7. Attorney's first day of work shall be on February 13, 2026.

II. EMPLOYMENT

2.1 City Attorney. The Attorney is the chief legal officer of the City and shall faithfully perform the duties of the City Attorney as set forth in the applicable state statutes, custom, City ordinances, resolutions, and as may be lawfully assigned by the Governing Body (collectively the "City Attorney's duties"). Further, the Attorney shall comply with all applicable state and federal laws; the City Code and all City policies, rules, regulations and ordinances as they exist or may hereinafter be amended; and all lawful Governing Body directives. All duties assigned to the Attorney by the Governing Body shall be appropriate to and consistent with the professional role and responsibility of the City Attorney position and the goals and mission of the City.

2.2 Duties. Attorney shall perform such duties as are required and authorized under state statutes for municipalities under applicable state law, as well as the City Code, ordinances and resolutions. The Attorney shall perform the City Attorney's duties with reasonable care, diligence, skill and expertise.

2.3 Governing Body Meetings. Except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the Attorney or the Attorney's designee shall attend, and shall be permitted to attend, all meetings of the Governing Body, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on this Agreement to the extent allowed by law, or any amendment thereto, the Attorney's evaluation, or for purposes of resolving conflicts between individual Governing Body members.

2.4 Criticisms, Complaints, and Suggestions. The Governing Body, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Governing Body's attention regarding the Attorney for study and appropriate actions, and the Attorney shall refer the matter(s) to the appropriate City appointee or employee or shall investigate such matter(s) and inform the Governing Body of the results of such efforts.

2.5 Indemnification. Attorney shall be entitled to all rights of coverage and defense as the City's employee under New Mexico law and by liability insurance or self-insurance maintained by the City for the benefit of its employees. The provisions of this Section 2.5 shall survive the termination, expiration or other end of this Agreement and/or the Attorney's employment with the City.

2.6 Hours of Work. The Attorney acknowledges the proper performance of the City Attorney 's Duties require the Attorney to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The Attorney agrees to devote such additional time as is necessary for the full and proper performance of the City Attorney's Duties and that the compensation provided herein includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted the Attorney, such as customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the City Attorney. The Attorney will devote full time and effort to the performance of the City Attorney's Duties, and shall remain in the exclusive employ of the City during the term of this Agreement; provided that, with the prior consent of the Governing Body, the Attorney may accept outside professional employment, with consent of the governing body, which does not interfere or conflict with the Attorney performing the City Attorney's Duties hereunder. The term "outside professional employment" means professional services provided to third parties for which the Attorney is compensated and which are performed on the Attorney's time off.

III. COMPENSATION

3.1 Salary. The City shall provide the Attorney an annual salary in the sum of \$151,271.55 (the "Annual Salary"), payable in the same manner as other employees of the City are paid. The salary payments shall be subject to federal and state income tax withholding, and all withholding authorized by the Attorney or required by law. For salary and benefits purposes, the Attorney shall be treated an employee of the City and be entitled to all benefits, at his option, as are available to other employees of the City, as well as benefits specified herein, provided however, that the Attorney shall not be entitled to duplication of any benefit.

3.2 Employment Status. The Attorney's position is a professional position, and as such, may require time commitments beyond a regular forty-hour work week. The Attorney acknowledges that his position is exempt under the Fair Labor Standards Act and state labor law. To fulfill the needs of the position, the Attorney acknowledges and agrees that he may work more than eight hours in a day and more than five days in a week. The Attorney acknowledges and agrees that the annual base salary set forth herein is full and fair compensation for any and all time committed by the Attorney, including any time committed outside of an eight-hour work day and/or a forty-hour work week. The Attorney shall not accrue compensatory time and shall not be entitled to compensation or benefits by reason thereof.

3.3 Salary Adjustments. The Attorney shall receive any step increases in accordance with the City's *Personnel Rules and Regulations*, provided that he has had a favorable evaluation pursuant to Section 5 within the preceding six months. The Attorney shall receive any Cost-of-Living Adjustments as may be made available to other management employees of the City. The Attorney shall receive longevity pay in accordance with the City's *Personnel Rules and Regulations*.

3.4 Paid Leaves- Vacation, Sick, Personal and Holiday. The Attorney shall accrue annual leave at 10 hours per month. One period of forty (40) hours of vacation shall be assigned to Attorney immediately. The vacation leave taken by the Attorney will be taken at such a time or times as will

least interfere with the performance of the Attorney's duties. The Attorney shall be entitled to the same sick leave and personal leave benefits as authorized by Governing Body policies for administrative employees. The Attorney shall be allowed to observe the same legal holidays as provided by the City for its administrative employees. Sick leave, personal leave and holidays shall be in accordance with the City's *Personnel Rules and Regulations*.

3.5 Benefits - General. The Attorney shall continue to be eligible for all other benefits not specifically stated in this Agreement but which are afforded to other employees in accordance with the *Personnel Rules and Regulations*.

3.6 Insurance - Health - Attorney and Family. The City shall provide medical, vision and dental insurance and other benefits for Attorney and his dependents equal to and to the extent that such benefits are provided to all other employees of the City. The City and the Attorney shall share payment of all premiums for the Attorney and the Attorney's dependents in the same proportion that premiums are shared between the City and other employees.

3.7 Retirement Benefit - PERA. Except as provided in Section 3.8, the Attorney shall participate in the City's retirement plan through Municipal Plan 2 of the Public Employees Retirement Association (PERA) plan. The City and the Attorney shall pay contributions to the plan as are paid for other employees of the City.

The Attorney shall participate in the City's retiree health care plan through the New Mexico Retiree Health Care Authority (NMRHCA) plan. The City and the Attorney shall pay contributions to NMRHCA as are paid for other employees of the City.

The provisions of this section are subject to the rules governing PERA and NMRHCA and are subject to change to assure conformance with PERA and NMRHCA rules or in the event the contributions required by PERA and NMRHCA change or terminate.

3.8 Retirement Benefit - Other. Attorney may opt not to enroll in PERA and the City agrees to make contributions to a retirement plan as directed by the Attorney at a rate or according to the standard formula equivalent to that paid for other employees of the City. The Attorney acknowledges that he will need to file the requisite forms seeking exclusion from the New Mexico Public Employees Retirement Association within 30 days of employment. The Attorney acknowledges that he will not therefore be a member of the PERA or the New Mexico Retiree Health Care Authority plan, and should he choose to enroll at a later date, will not receive credit towards years of service for time he is not enrolled.

3.9 Expenses. The City shall pay or reimburse the Attorney for reasonable expenses incurred by the Attorney in the continuing performance of the Attorney's duties under this Agreement. The City agrees to pay the actual costs incurred by the Attorney for travel to destinations outside of the City incurred in furtherance of City business. Such actual or incidental costs may include, but are not limited to, mileage, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the City. The Attorney shall comply will all procedures and documentation requirements in accordance with Applicable Laws and Authorities, including the City's internal policies and procedures.

3.10 Bonds. The City shall bear the full cost of any fidelity or other bonds required of the Attorney under any law or ordinance.

3.11 Mobile Telephone. The City shall provide the Attorney a monthly mobile telephone allowance in accordance with the City's *Mobile Communications Device Allowance Policy*.

3.12 Automobile Allowance. The City shall provide the Attorney a monthly automobile allowance in the amount of \$300.00 for the use of a personal vehicle for City business. Attorney agrees to comply with the City's policies involving use of a personal vehicle and agrees to properly insure the vehicle pursuant to Applicable Laws and Authorities and City policy.

IV. PROFESSIONAL GROWTH

4.1 Professional Dues and Subscriptions. The City agrees to pay for professional dues and subscriptions for the Attorney necessary for continuation and full participation in national, state, regional and local associations, to the extent permitted and approved in the budget. The Attorney agrees to provide sufficient notice regarding dues and subscriptions under this Section to allow the City to adequately provide for payment under its budget.

4.2 Professional Development Travel. The City agrees to pay for travel and subsistence expenses of the Attorney for professional and official travel and meetings to adequately continue the professional development of the Attorney and to pursue necessary official functions for the City to the extent permitted and approved in the budget.

4.3 Professional Continuing Education. The City also agrees to pay for travel and subsistence expenses of the Attorney for short courses, institutes, and seminars that are necessary and/or desirable for the good of the City through the Attorney's professional development to the extent permitted and approved in the budget.

V. PERFORMANCE EVALUATION

5.1 Evaluation Process. The Governing Body shall meet in a public meeting with the Attorney annually, but no later than June of each year, for the purpose of evaluating the Attorney's job performance.

5.2 Standards for Evaluation. The annual performance review will be reasonably related to the Attorney's written job description and such evaluation may include, but is not limited to: interactions with the Governing Body, interactions with staff, interactions with the public, effective communication, job efficiency, progress towards the Governing Body's goals, and effectiveness as a leader. The Governing Body shall provide the Attorney a reasonable and adequate opportunity to discuss with the Governing Body and/or respond to the evaluation.

5.3 Confidentiality. Unless the Attorney expressly requests otherwise in writing, except to the extent prohibited by or in material conflict with applicable state or federal law, the evaluation of the Attorney shall at all times be conducted in closed session of the Governing Body and shall be considered confidential to the maximum and full extent permitted by law. Nothing herein shall prohibit the Governing Body or Attorney from sharing the content of the Attorney's evaluation with their respective legal counsel.

5.4 Compensation. Any increases in compensation are subject to approval by the Governing Body in the annual budget, separate and apart from any increases for the city employees at large. The parties agree that increases may be withheld following a review finding the Attorney's performance unsatisfactory.

VI. TERMINATION

6.1 Termination Events. This Agreement shall terminate upon any of the following:

- a) The majority of the Governing Body votes to terminate the Attorney at a duly authorized public meeting; or
- b) Breach of contract declared by either party with a 30-day cure period for either Attorney or Governing Body. Written notice of breach of contract shall be provided in accordance with Section 8 of this Agreement.
- c) The Attorney provides 90 days written notification to the Governing Body of his intent to vacate the position of City Attorney.

6.2 Death of Employee. This Agreement shall terminate in the event of the Attorney's death upon the date of his death. Upon the death of the Attorney, his estate and/or beneficiaries shall be entitled to all benefits accrued and payments due to an employee of the City as well as Attorney's base salary, plus applicable longevity (subject to all federal and state income tax withholding and all withholding required by law or authorized by Attorney), earned by Attorney through his date of death, but this Agreement shall not require the City to pay any additional sums and the City shall have no other obligation to Attorney, his heirs, representative or assigns. This paragraph is not intended, and shall not be construed, to limit the City's liability, if any, under the New Mexico Worker's Compensation Act.

VII. SEVERANCE

7.1 Guaranteed Compensation. Should the Governing Body terminate this Agreement pursuant to Section 6.1(a), the Attorney will be guaranteed compensation pursuant to the following schedule:

- a) The Attorney shall be placed in a civil service position at the City as comparable as possible to the position he had prior to appointment as Attorney. He shall be compensation at said position at the grade and step that he would have occupied had she remained in the position at the date of execution.

7.2 Resignation or Breach of Contract. Should this contract be terminated as set forth in section 6.1(b) or 6.1(c), the Attorney will not be entitled to any severance compensation or other benefits as set forth in this contract.

7.3 Acceptance. Acceptance of compensation and benefits under this Sections 7.1 and 7.2 by the Attorney shall be deemed acceptance of liquidated damages and a release, indemnification and a promise to hold harmless the City and its employees from any claim by the Attorney arising under this Agreement or arising from or during his employment with the City.

VIII. GENERAL PROVISIONS

8.1 Complete Agreement. This Agreement sets forth and establishes the entire understanding between the City and the Attorney relating to the employment of the Attorney by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written signed agreement may amend any provision of this Agreement during the term of this Agreement; such amendments shall be incorporated and made a part of this Agreement.

8.2 Binding Effect. This Agreement shall be binding on the City and Attorney as well as their heirs, assigns, executors, personal representatives and successors in interest.

8.3 Savings Clause. If any term or provision of this Agreement, as applied to any party or to any circumstance, is declared by a court of competent jurisdiction hereof to be illegal, unenforceable or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases or to replace any illegal, unenforceable or void term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

8.4 Conflicts. In the event of any conflict between the terms, conditions and provisions of the Agreement and applicable state, federal or local law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the applicable state, federal or local law during the term of this Agreement.

8.5 Controlling Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico and shall be performable in Chaves County, New Mexico, unless otherwise prohibited by law. Any action or proceeding under the terms of this Agreement shall be brought exclusively in the Fifth Judicial District Court of the State of New Mexico in Chaves County.

8.6 Notice. Notice pursuant to this Agreement shall be given in writing and delivered by personal service or deposit in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

Notice to the CITY:

Notice to the Attorney:

Office of the Mayor
City of Roswell
P.O. Box 1838
Roswell, New Mexico 88201

Christopher J. Nairn-Mahan

Roswell, NM 88201

8.7 Notice shall be deemed delivered and received as of the date of personal service or if mailed, three business days after the date of deposit of such written notice in the course of transmission in

the United States Postal Service. Either party may, from time to time by written notice to the other party, designate a different address for notice purposes.

8.8 Assignment. Neither party may assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, and any attempt to do so shall be void and deemed a material breach of this Agreement.

8.9 Heading and Captions. Headings and captions used in this Agreement are provided for convenience only and shall not be used to construe or interpret meaning or intent.

8.10 Person. For purposes of this Agreement, "person" means any natural person, corporation, limited liability company, association, partnership, joint venture, proprietorship, governmental agency, trust, estate or other entity, whether acting in an individual, fiduciary, or other capacity.

8.11 Waiver. No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course in dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or further exercise thereof.

[SIGNATURES ON THE FOLLOWING PAGE]

Executed February _____, 2026.

CITY OF ROSWELL, NEW MEXICO

By: _____
Timothy Z. Jennings, Mayor

By: _____
Christopher Josh Nairn-Mahan, City Attorney

ATTEST:

By: _____
Amalia Martinez, City Clerk

Approved as to Form:

By: _____

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Regular City Council Meeting

32.

Meeting Date: 02/12/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Resolution 26-09: Adoption of Resolution 26-09 approving a budget adjustment for the fiscal year ending June 30, 2026. (Gass/Gomez)

BACKGROUND:

Initiated by: Toni Gomez

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

FINANCIAL CONSIDERATION

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

The total impact of these adjustments is summarized below:

- Revenues - \$214,816.55
- Expenses - \$1,467,227.26

LEGAL REVIEW:

No legal review is required for this budget adjustment.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended approval by a 5-0 vote at its meeting on February 3, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Exhibit A
Resolution 26-09 Budget Adjustment

City of Roswell
Budget Adjustment
February 2026

Fund	Department		Category (Revenue/Expense)	Description	Proposed Adjustment (+/-)
Golf	Golf	2613-454260	Revenue	Sale of Merchandise	150,000.00
Museum	Museum	2611-489100	Revenue	Fine Art Insurance Claim	32,375.00
Donations	Donations-Police	2690-486200	Revenue	Donations (July - Dec)	20,900.00
Donations	Donations-Police Nat'l Night Out	2690-486290	Revenue	Donations (July - Dec)	7,120.00
Donations	Donations-Zoo	2690-486410	Revenue	Donations (July - Dec)	2,895.20
Donations	Donations-Special Events	2690-486941	Revenue	Donations (July - Dec)	500.00
Donations	Donations-Visitor Center	2690-486950	Revenue	Donations (July - Dec)	1,026.35
					<u>214,816.55</u>
Golf	Golf	26134233-725603	Expense	Golf Merchandise	150,000.00
Dispatch	Consolidated Dispatch	11014656-654801	Expense	New Contracted Dispatcher Positions (4-month period)	167,640.00
Dispatch	Consolidated Dispatch	11014656-614002	Expense	Electrical and Telecommunications	5,693.10
Dispatch	Consolidated Dispatch	11014656-817505	Expense	Essential IT Equipment	23,185.00
Dispatch	Consolidated Dispatch	11014656-642901	Expense	Keyboards and Mice	3,225.00
Dispatch	Consolidated Dispatch	11014656-817505	Expense	Radio Equipment	115,891.56
Lodger's Tax	Lodger's Tax	26224081-672828	Expense	UFO Festival / America 250 Roswell	224,000.00
Museum	Museum	26114221-612500	Expense	Sculptures, American West, and other Historic Objects	32,375.00
Police	Police	11014111-817506	Expense	(2) Patrol Vehicles	89,968.02
Police	Police	11014111-817505	Expense	(2) Outfit Patrol Vehicles	35,337.56
Water	Water - Source of Supply	53004353-817504	Expense	Country Club Reservoirs	587,470.47
Donations	Donations-Police	26909100-79200	Expense	Donations (July - Dec)	20,900.00
Donations	Donations-Police Nat'l Night Out	26906109-792200	Expense	Donations (July - Dec)	7,120.00
Donations	Donations-Zoo	26906230-792200	Expense	Donations (July - Dec)	2,895.20
Donations	Donations-Special Events	26906241-792200	Expense	Donations (July - Dec)	500.00
Donations	Donations-Visitor Center	26906241-792200	Expense	Donations (July - Dec)	1,026.35
					<u>1,467,227.26</u>

RESOLUTION 26-09

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

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

WHEREAS, the City of Roswell desires to amend said budget for \$214,816.55 in revenues and \$1,467,227.26 in expenses, detailed in Exhibit A and summarized below:

- Various Funds: Revenues \$214,816.55 and Expenses \$1,467,227.26

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

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

PASSED, ADOPTED, SIGNED, and APPROVED the 15th day of January 2026.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk