LEGAL COMMITTEE MEETING AGENDA

Thursday, APRIL 24, 2025 AT 2:00 P.M.
City Hall Large Conference Room
425 N. Richardson Ave., Roswell, New Mexico 88201

Chair: Ed Heldenbrand, Ward 3
Vice Chair: Chris Cortez, Ward 3
Members: Juan Oropesa, Ward 1
Robert Corn, Ward 4
Carlos Marrujo Jr., Ward 5
Staff Liaison: Hessel E. Yntema IV.

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

CLOSED SESSION

1. Hold a closed session pursuant to NMSA 1978 § 10-15-1H (7), to discuss attorney-client privilege pertaining to litigation threatened or pending against the City.(Hess Yntema)

NON-ACTION ITEMS

2. Legal Department Report- March/April 2025
3. Community Development Center
4. Safety Department Report- March 2025
5. HR Monthly Report
6. City Clerk Department Report- April 2025

REGULAR ITEMS

7. Ordinance 25-XX: consider recommendation to authorize to advertise for a public hearing to consider recommending to authorize to advertise for a public hearing for Ordinance 25-XX: An Ordinance for the sale of Real Property and approval for the City of Roswell to enter into a Purchase and Sale Contract with Amazon.com Services LLC. (Todd Verciglio)
8. Consider recommending approval to authorize AEVEX to enter into a 5-year lease agreement beginning May 1, 2025, and ending April 30, 2030, for Bunker No. 1130, 1131, 1137, and 1144 at the Roswell Air Center. (Sanchez)

CHAIR COMMENTS, REPORTS, ANNOUNCEMENTS

PUBLIC PARTICIPATION

ADJOURN

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1975 and Resolution 24-23.

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

Printed and posted: 04/21/2025

TO ATTEND THE LEGAL COMMITTEE MEETING BY GO-TO-MEETING
Please join my meeting from your computer, tablet or smartphone.
https://global.gotomeeting.com/join/994272373

You can also dial in using your phone.
United States: +1 (872) 240-3412 Access Code: 994-272-373

Legal Committee

Meeting Date: 04/24/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:

Hold a closed session pursuant to NMSA 1978 § 10-15-1H (7), to discuss attorney-client privilege pertaining to litigation threatened or pending against the City.(Hess Yntema)

BACKGROUND:

Initiated by: Hess Yntema

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 2.

Legal Committee
Meeting Date: 04/24/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

DEPARTMENT NAME:

Legal Department Report- March/April 2025

Attachments

Legal Department Communications

ROSWELL
New Mexico

City Attorney

COMMUNICATION

April 24, 2025
From Hess Yntema, City Attorney
To: Regular Meeting City of Roswell Council

RE: Administratively Executed Settlements- March/April 2025

Mayor Pro Tem and members of the Council,

1. Settlements

Below please find the administrative settlement that were made under the authority granted in Roswell Code Chapter 2, Art. 4 §2-85 (f).

PO Box 1838
Roswell, NM 88202-1838
TEL: 575.637.6220
FAX: 575.624.6709
roswell-nm.gov

Name	Department	Amnt Paid	Accident description	Date	FUNDS RELEASED
Edminsten v. Roswell	Code Enforcement	$20,000.00	Town Plaza Apartments NMSIF Claim Number 2019027084	1/16/2019	Requested check
Ontiveros, Tony	Roswell Police Dept	$19.65	Officer placed drivers license on the hood of the police unit.	3/16/2025	Pending

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 3.

Legal Committee
Meeting Date: 04/24/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

DEPARTMENT NAME:
Community Development Center

Attachments

CDC Monthly March 2025
J & S March 2025

CITY OF ROSWELL
COMMUNITY DEVELOPMENT CENTER
Month: March 2025

CODE ENFORCEMENT	This Month	This Month 2024	YTD*	2024 YTD*
Notices Mailed	**585**	730	**4,829**	5,444
Voluntary Compliance	**345**	436	**2,394**	2,897
No. of Cases Filed in Municipal Court	**5**	5	**84**	52
No. Cases Dismissed by Officer	**0**	0	**17**	13
Resolution	**18**	6	**96**	101
Weeds	**407**	495	**2,549**	2,871
Inoperable Vehicles	**32**	55	**434**	370
Litter	**59**	39	**526**	469
Unsanitary Premises	**32**	78	**481**	555
Signs	**19**	0	**161**	110
Zoning	**4**	0	**7**	0
Obstructions	**0**	10	**77**	96
Public Nuisances	**32**	53	**586**	973
Garage Sales No permit	**0**	0	**8**	0

BUSINESS LICENSES	This Month	This Month 2024	YTD*	2024 YTD*
Total Licenses Issued	**259**	209	**1,500**	1,303
Renewed Licenses	**212**	154	**1,160**	995
New Licenses	**32**	38	**233**	197
Temporary Permits Issued	**15**	17	**107**	111
Receipts	**$10,763.00**	$8,373.00	**$64,648.00**	$55,087.00

*Figures calculated to reflect FYTD

BUILDING INSPECTIONS	This Month	Permits Applied This Month 2024 & Fees Collected	Permits Applied YTD*	Permits Applied 2024 YTD*
Residential-New	**0**	5	**37**	33
Residential - Other	**62**	32	**368**	299
Commercial-New	**0**	2	**7**	7
Commercial - Other	**11**	9	**99**	93
Total Permits Issued	**73**	48	**511**	432
Total Fees Collected	**$21,493.55**	$7,092.10	**$229,683.42**	$81,515.76

PLUMBING/MECH INSPECTIONS	This Month	Permits Applied This Month 2024	Permits Applied YTD*	Permits Applied 2024 YTD*
Plumbing & Mechanical Permits—Residential	**39**	49	**422**	361
Plumbing & Mechanical Permits—Commercial	**15**	9	**121**	111
Total Permits Issued	**54**	58	**543**	472
Total Fees Collected	**$2,601.00**	$800.65	**$26,228.50**	$11,652.15

ELECTRICAL INSPECTIONS	This Month	Permits Applied This Month 2024	Permits Applied YTD*	Permits Applied 2024 YTD*
Electric Permits—Residential	**48**	28	**270**	293
Electric Permits—Commercial	**10**	12	**94**	92
Total Permits Issued	**58**	40	**364**	385
Total Fees Collected	**$3,647.25**	$1,958.90	**$34,323.26**	$17,484.18

*Figures calculated to reflect FYTD

STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT

MUNICIPAL COURT
ROSWELL NM
MARCH 11, 2025
9:35 AM
RR
CLERK

v.

Susan Michelle Hooten, Defendant

No. **2025000001-CE**

JUDGMENT AND SENTENCE

This case came before the court on **11th** day of **March**, **2025**.

The defendant appeared:
[X] pro se [X] waiver signed

The defendant entered a plea of:
[ ] guilty [X] no contest
[ ] not guilty and was tried by the court.

Count# 1: 16-6 (A) (B) (C) (D) (E) - Unsanitary premises
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 150.00 w/ $0.00 Suspended Fees: $0.00

Count# 2: 16-36 - Violation; Nuisance; Exceptions (Storage or Abandoned, Wrecked, Dismantled or Inoperative Motor Veh)
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 150.00 w/ $0.00 Suspended Fees: $0.00

SENTENCE AND COMMITMENT: Plead No Contest: Unsanitary Premises: Fined $150. Inoperable Vehicle: Fined $150
Total Fines Sentenced: **$300.00** Total Fees Sentenced: **$0.00**
Itemized Fee:

Total amount due as of 03/11/2025: **$300.00** to be paid in full 30 days or per signed Payment Plan filed with the Court.

Date: **March 11, 2025**

Judge

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

YOU MAY PAY ONLINE: CitePayUSA.com

STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT

MUNICIPAL COURT
ROSWELL NM
MARCH 13, 2025
10:00 AM

CLERK

V.

Marvin Keith Daigle, Defendant

No. **2024000117-CE**

JUDGMENT AND SENTENCE

This case came before the court on **13th** day of **March**, **2025**.

The defendant appeared:
[X] with officer Orona appeared on behalf of the City of Roswell.
[X] pro se [X] waiver signed

The defendant entered a plea of:
[ ] guilty [X] no contest
[ ] not guilty and was tried by the court.

Count# 1: Article 24: Section2 - Illegally Parked RV
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 0.00 w/ $0.00 Suspended Fees: $0.00

Count# 2: 16-36 - Violation; Nuisance; Exceptions (Storage or Abandoned, Wrecked, Dismantled or Inoperative Motor Veh)
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 0.00 w/ $0.00 Suspended Fees: $0.00

Count# 3: 16-6 (A) (B) (C) (D) (E) - Unsanitary premises
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 0.00 w/ $0.00 Suspended Fees: $0.00

Count# 4: 16-30 - Owner to maintain premises free of litter
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 0.00 w/ $0.00 Suspended Fees: $0.00

SENTENCE AND COMMITMENT: Owner to maintain premises free of litter-90 days jail, 90 days jail suspended with the condition to serve 180 days of supervised probation; defendant to work with the compliance officer and code enforcement to bring property into compliance with code enforcement within 60 days; defendant to report weekly to the court for status hearing, to report every Thursday at 9am; to sign up for supervised probation on 3/13/2025 and to follow all directions of the compliance officer; Unsanitary premises- 90 days jail, 90 days jail suspended with the condition to serve 180 days of supervised probation; defendant to work with the compliance officer and code enforcement to bring property into compliance with code enforcement within 60 days; defendant to report weekly to the court for status hearing, to report every Thursday at 9am; to sign up for supervised probation on 3/13/2025 and to follow all directions of the compliance officer; Violation; Nuisance; Exceptions (Storage or Abandoned, Wrecked, Dismantled or Inoperative Motor Veh)-90 days jail, 90 days jail suspended with the condition to serve 180 days of supervised probation; defendant to work with the compliance officer and code enforcement to bring property into compliance with code enforcement within 60 days; defendant to report weekly to the court for status hearing, to report every Thursday at 9am; to sign up for supervised probation on 3/13/2025 and to follow all directions of the compliance officer; Illegally Parked RV-90 days jail, 90 days jail suspended with the condition to serve 180 days of supervised probation; defendant to work with the compliance officer and code enforcement to bring property into compliance with code enforcement within 60 days; defendant to report weekly to the court for status hearing, to report every Thursday at 9am; to sign up for supervised probation on 3/13/2025 and to follow all directions of the compliance officer; Charges to run concurrent

180 days of Supervised Probation

Date: **March 13, 2025**

Judge

STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT

MUNICIPAL COURT
ROSWELL NM
MARCH 12, 2025
12:59 PM
CLERK

CITY OF ROSWELL

VS.

MARK GARCIA

Case No. 2024000016-CE

ORDER DISMISSING CRIMINAL COMPLAINT

This matter has come before the Court

[ ]upon the motion of the defendant that the above-styled cause be dismissed [with prejudice] for failure of the City of Roswell to prosecute, and the Court finds that the defendant was not responsible for the failure to complete the disposition of the criminal proceeding. [ ]upon the defendant's fulfillment of requirements specified in statute or by court order.

X]upon oral motion of the prosecution for dismissal of the complaint. Defendant is compliance with Code Enforcement matters.

upon

The complaint charges Defendant with:

Illegally Parked RV,
Violation; Nuisance; Exceptions (Storage or Abandoned, Wrecked, Dismantled or Inoperative Motor Veh),
Unsanitary premises,
Owner to maintain premises free of litter,
Public nuisances, generally,

It is hereby ordered that all the charges in the complaint filed in the above-styled cause be dismissed.

[ ] with prejudice. The complaint may not be refiled.

without prejudice. The complaint may be refiled. If the complaint is refiled, defendant h promptly respond to any further communications from the court concerning the refiled charges.

March 12 2025
Date

Jud

AppROVED:

_____

Defendant or Counsel

_____

Prosecutor

STATE OF NEW MEXICO

CITY OF ROSWELL

IN THE MUNICIPAL COURT

MUNICIPALCOURT
ROSWELL NM
MARCH 13, 2025
10:00 AM
CLERK

Marvin Keith Daigle, Defendant

No. 2024000117-CE

JUDGMENT AND SENTENCE

This case came before the court on 13th day of March, 2025.

The defendant appeared:
[X] with officer Orona appeared on behalf of the City of Roswell.
[X] pro se [X] waiver signed

The defendant entered a plea of:
[ ] guilty [X] no contest
[ ] not guilty and was tried by the court.
Count# 1: Article 24: Section2 - Illegally Parked RV
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 0.00 w/ $0.00 Suspended Fees: $0.00

Count# 2: 16-36 - Violation; Nuisance; Exceptions (Storage or Abandoned, Wrecked, Dismantled or Inoperative Motor Veh)
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 0.00 w/ $0.00 Suspended Fees: $0.00

Count# 3: 16-6 (A) (B) (C) (D) (E) - Unsanitary premises
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 0.00 w/ $0.00 Suspended Fees: $0.00

Count# 4: 16-30 - Owner to maintain premises free of litter
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 0.00 w/ $0.00 Suspended Fees: $0.00

SENTENCE AND COMMITMENT: Owner to maintain premises free of litter-90 days jail, 90 days jail suspended with the condition to serve 180 days of supervised probation; defendant to work with the compliance officer and code enforcement to bring property into compliance with code enforcement within 60 days; defendant to report weekly to the court for status hearing, to report every Thursday at 9am; to sign up for supervised probation on 3113/2025 and to follow all directions of the compliance officer; Unsanitary premises- 90 days jail, 90 days jail suspended with the condition to serve 180 days of supervised probation; defendant to work with the compliance officer and code enforcement to bring property into compliance with code enforcement within 60 days; defendant to report weekly to the court for status hearing, to report every Thursday at 9am; to sign up for supervised probation on 3/13/2025 and to follow all directions of the compliance officer; Violation; Nuisance; Exceptions (Storage or Abandoned, Wrecked, Dismantled or Inoperative Motor Veh)-90 days jail, 90 days jail suspended with the condition to serve 180 days of supervised probation; defendant to work with the compliance officer and code enforcement to bring property into compliance with code enforcement within 60 days; defendant to report weekly to the court for status hearing, to report every Thursday at 9am; to sign up for supervised probation on 3/13/2025 and to follow all directions of the compliance officer; Illegally Parked RV-90 days jail, 90 days jail suspended with the condition to serve 180 days of supervised probation; defendant to work with the compliance officer and code enforcement to bring

property into compliance with code enforcement within 60 days; defendant to report weekly to the court for status hearing, to report every Thursday at 9am; to sign up for supervised probation on 3/13/2025 and to follow all directions of the compliance officer; Charges to run concurrent

180 days of Supervised Probation

Date: March 13 2025

Jug

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YOU MAY PAY ONLINE: CitePayUSA.com

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 4.

Legal Committee
Meeting Date: 04/24/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

DEPARTMENT NAME:
Safety Department Report- March 2025

Attachments

Safety Dept Report- March 2025

March 2025 Safety Report

Safety

ACCIDENT / INCIDENT BY DEPARTMENTS YTD														
DEPARTMENT / MONTH	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD TOTALS	3rd Party
AIR CENTER	0	0	**0**	0	0	0	0	0	0	0	0	0	**0**	0
ANIMAL SERVICES	0	0	**1**	0	0	0	0	0	0	0	0	0	**1**	1
AQUATIC CENTER	0	0	**0**	0	0	0	0	0	0	0	0	0	**0**	0
CEMETERY	1	0	**0**	0	0	0	0	0	0	0	0	0	**1**	0
CENTRAL CONTROL	0	0	**0**	0	0	0	0	0	0	0	0	0	**0**	0
CITY CLERK	0	0	**0**	0	0	0	0	0	0	0	0	0	**0**	0
COMMUNITY DEVELOPMENT	1	1	**0**	0	0	0	0	0	0	0	0	0	**2**	1
CONVENTION CENTER	0	0	**0**	0	0	0	0	0	0	0	0	0	**0**	0
DISPATCH	0	0	**0**	0	0	0	0	0	0	0	0	0	**0**	0
ENGINEERING	0	0	**0**	0	0	0	0	0	0	0	0	0	**0**	0
FACILITIES MAINTENANCE	0	0	**0**	0	0	0	0	0	0	0	0	0	**0**	0
FIRE DEPARTMENT	1	2	**0**	0	0	0	0	0	0	0	0	0	**3**	2
GOLF	0	0	**0**	0	0	0	0	0	0	0	0	0	**0**	0
HR/SAFETY	0	0	**0**	0	0	0	0	0	0	0	0	0	**0**	0
IT	0	0	**1**	0	0	0	0	0	0	0	0	0	**1**	0
LEGAL	0	0	**0**	0	0	0	0	0	0	0	0	0	**0**	0
LIBRARY	0	1	**0**	0	0	0	0	0	0	0	0	0	**1**	1
MUSEUM	0	1	**0**	0	0	0	0	0	0	0	0	0	**1**	0
PARKS	3	0	**0**	0	0	0	0	0	0	0	0	0	**3**	0
POLICE DEPARTMENT	9	3	**8**	0	0	0	0	0	0	0	0	0	**20**	13
PUBLIC AFFAIRS	0	0	**0**	0	0	0	0	0	0	0	0	0	**0**	0
REC CENTER	0	0	**0**	0	0	0	0	0	0	0	0	0	**0**	0
SPECIAL ELECTRONICS	0	0	**1**	0	0	0	0	0	0	0	0	0	**1**	1
SOLID WASTE	3	2	**1**	0	0	0	0	0	0	0	0	0	**6**	1
STREETS	3	1	**1**	0	0	0	0	0	0	0	0	0	**5**	3
TRANSIT/FLEET	1	0	**0**	0	0	0	0	0	0	0	0	0	**1**	0
WATER	1	0	**4**	0	0	0	0	0	0	0	0	0	**5**	4
WWTP	1	2	**0**	0	0	0	0	0	0	0	0	0	**3**	0
ZOO	0	0	**0**	0	0	0	0	0	0	0	0	0	**0**	0
TOTALS	**24**	**13**	**17**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**54**	27

PO Box 1838
Roswell, NM 88202-1838
TEL: 575.624.6754
FAX: 575.624.6756
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March 2025 Safety Report

Safety

ACCIDENT OR INCIDENT / 3RD PARTY		
DEPARTMENT	Mar	3rd PARTY
AIR CENTER	0	0
ANIMAL SERVICES	1	1
AQUATIC CENTER	0	0
CEMETERY	0	0
CENTRAL CONTROL	0	0
CITY CLERK	0	0
COMMUNITY DEVELOPMENT	0	0
CONVENTION CENTER	0	0
DISPATCH	0	0
ENGINEERING	0	0
FACILITIES MAINTENANCE	0	0
FIRE DEPARTMENT	0	0
GOLF	0	0
HR/Safety	0	0
IT	1	0
LEGAL	0	0
LIBRARY	0	0
MUSEUM	0	0
PARKS	0	0
POLICE DEPARTMENT	8	4
PUBLIC AFFAIRS	0	0
REC CENTER	0	0
SPECIAL ELECTRONICS	1	1
SOLID WASTE	1	0
STREETS	1	0
TRANSIT/FLEET	0	0
WATER	4	3
WWTP	0	0
ZOO	0	0
TOTAL	17	9

INCIDENT COMPARISONS			
MONTH	2025	2024	2023
JANUARY	24	32	30
FEBRUARY	13	28	38
MARCH	17	20	36
APRIL	0	20	30
MAY	0	20	23
JUNE	0	22	21
JULY	0	15	27
AUGUST	0	18	41
SEPTEMBER	0	10	44
OCTOBER	0	17	31
NOVEMBER	0	14	21
DECEMBER	0	15	15
TOTAL	54	231	357

DEPARTMENT	PROPERTY	3rd PARTY
Solid Waste	1	0
Streets	1	0
TOTAL	2	0

DEPARTMENT	MVA	3rd PARTY
Police	2	1
Solid Waste	1	0
Special Electronics	1	1
Water	2	1
TOTAL	6	3

PO Box 1838
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FAX: 575.624.6756

March 2025 Safety Report

Safety

INJURY/DAMAGE	DESCRIPTION	3RD PARTY
OPIM	BBP Exposure	Yes
L index finger	laceration	No
L eyebrow	impact	Yes
OPIM	BBP Exposure	Yes
OPIM	BBP Exposure	Yes
R. knee	MVA	Yes
Smoke inhalation	Removing residence from Fire	Yes
Smoke inhalation	Removing residence from Fire	Yes
R. knee	Running	No

DEPARTMENT	INJ./ILL	First Aid Only	OSHA Recordable
ANIMAL SERVICES	1	1	0
IT	1	1	0
POLICE DEPARTMENT	7	4	3
TOTAL	**9**	**6**	**3**

JANUARY 2025 - DECEMBER 2025 TRAINING		
MONTH/YEAR	**Total Training HOURS**	**EMPLOYEE #S**
JANUARY	907	268
FEBRUARY	1482.5	378
MARCH	**1484**	**157**
APRIL	0	0
MAY	0	0
JUNE	0	0
JULY	0	0
AUGUST	0	0
SEPTEMBER	0	0
OCTOBER	0	0
NOVEMBER	0	0
DECEMBER	0	0
YTD TOTALS	**3,874**	**803**

JANUARY 2025 - DECEMBER 2025	
MONTH/YEAR	**TOTAL AMOUNT**
Jan-2025	$16,431.79
Feb-2025	$771,892.15
Mar-2025	**$1,485.54**
Apr-2025	$0.00
May-2025	$0.00
Jun-2025	$0.00
Jul-2025	$0.00
Aug-2025	$0.00
Sep-2025	$0.00
Oct-2025	$0.00
Nov-2025	$0.00
Dec-2025	**$0.00**
YTD TOTAL	**$789,809.48**

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FAX: 575.624.6756

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 5.

Legal Committee
Meeting Date: 04/24/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

DEPARTMENT NAME:
HR Monthly Report

Attachments

HR Monthly Report
Personnel Monthly Changes
Vacancy Report
Employee Turnover Report

APRIL 2025 HUMAN RESOURCES MONTHLY REPORT

For March, the City hired 19 new employees, 13 promotions and 20 exits.

Our turnover rate for the month of March is 3.21% and for the year so far is 8.84%.

Our Vacancy Rate is 29.13%.

Payroll count for March 21, 2025 – April 3, 2025 was:

Total no hours/monies employees- 2

Total paid employees -620

Total employees - 622

PO Box 1838
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TEL: 575.637.6268
FAX: 575.624.6926
roswell-nm.gov

City of Roswell, NM

Personnel Changes for the Month of

March 2025

FT = FULL TIME SR = SALARY PT = PART TIME TP = TEMPORARY INT = INTERIM

NEW HIRE

	Date	Name	Position	Department	Status
1.	3/3/2025	NATHANIEL LUJAN	LIFEGUARD 1	RECREATION - AQUATIC	PT
2.	3/7/2025	BOBBI THOMPSON	DIRECTOR	RIAC	SR
3.	3/10/2025	JAMES SMITH	W&S MAINTENANCE WORKER II	PUBLIC WORKS	FT
4.	3/10/2025	JESSICA MOORE	EMERGENCY COMM. DISPATCHER	CONSOLIDATED DISPATCH	FT
5.	3/17/2025	SHELBY CUNNINGHAM	OFFICE ASSISTANT	POLICE	FT
6.	3/17/2025	WALTER R. GENSLER	W&S MAINTENANCE WORKER I	PUBLIC WORKS	FT
7.	3/17/2025	DEBRA NALLIE	VEHICLE OPERATOR	TRANSIT	FT
8.	3/17/2025	MERCEDES LOPEZ	SCALE HOUSE ATTENDENT	LANDFILL	FT
9.	3/21/2025	LACEY EMERSON	LIBRARY PAGE SR	LIBRARY	PT
10.	3/24/2025	CRUZ MONTOYA	GROUNDS MAINTENACE WORKER	CEMETERY	FT
11.	3/24/2025	BRIAN MYERS	VEHICLE OPERATOR	TRANSIT	FT
12.	3/24/2025	CASEY CONLEE	ADMIN. CHIEF OF STAFF	ADMINISTRATION	SR
13.	3/25/2025	ADRIAN VILLA	LIFEGUARD 1	RECREATION - AQUATIC	PT
14.	3/26/2025	IL.A PERRY	EMERGENCY COMM. DISPATCHER	CONSOLIDATED DISPATCH	FT
15.	3/28/2025	ALEXANDER VARGAS	POLICE RECRUIT	POLICE	FT
16.	3/28/2025	FRANCISO BAUTISTA	PARLS LABORER TEMP	PARKS	FT
17.	3/31/2025	DEBBIE MADISON	CUSTOMER SERVICE CLERK	WATER CUSTOMER SERVICE	FT
18.	3/31/2025	HENRY FERNANDEZ	METER READER	WATER CUSTOMER SERVICE	FT
19.	3/31/2025	DANIEL AVALOS	MAINTENANCE WORKER	RIAC	TP
20.					
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TRANSFERS

	Date	Name	Position	Department	Status
1.					
2.					

PROMOTIONS

	Date	Name	Position	Department	Status
1.	3/7/2025	SEBASTIAN MANSMITH	FIRE APPARATUS OPERATOR 1	FIRE	FT
2.	3/7/2025	ARRON COLLIER	HR ADMIN. ASST. SR	HUMAN RESOURCES	FT
3.	3/7/2025	KENT CAMPBELL	LIEUTENANT 2	FIRE	FT
4.	3/7/2025	PARKER SMITH	HEAD LIFEGUARD	RECREATION AQUATIC	PT
5.	3/7/2025	JORDAN BARWICK	LIEUTENANT 2	FIRE	FT
6.	3/7/2025	ERIC MORALES	LIEUTENANT 1	FIRE	FT
7.	3/7/2025	CARLOS GARCIA	LIEUTENANT 2	FIRE	FT
8.	3/21/2025	JESSE SILVA	EQUIPMENT OPERATOR SR.	LANDFILL	FT
9.	3/21/2025	LOUIS ROMERO II	ENG. CONSTRUCTION SUPERINT.	ENGINEERING	FT
10.	3/21/2025	DELLA ANDAZOLA	ADMIN. ASST. SR RIAC	RIAC	FT
11.	3/21/2025	FRANCO DERAS	CONSTRUCTION INSPECTOR SR.	ENGINEERING	FT
12.	3/21/2025	FRANK RINCON	SUPERINTENDENT STREETS	STREETS	SR
13.	3/21/2025	NORMA ARCHULETA	ENV. COMPLIANCE SPECIALIST	LANDFILL	SR
14.					

DEMOTIONS

	Date	Name	Position	Department	Status
1					
2					
3					

4

EXITS

	Date	Name	Position	Department	Status
1.	3/5/2025	CHARLOTTE TAYLOR	EMERGENCY COMM DISPATCHER	CONSOLIDATED DISPATCH	FT
2.	3/5/2025	ACEYA ORTEGA	LIFE GUARD 1	RECREATION AQUATIC	PT
3.	3/6/2025	ANNIE MARIE LEYBA	ADMIN. ASST. SR RIAC	RIAC	FT
4	3/6/2025	KASSANDRA VEGA-BARRAZA	ADMIN. ASSISTANT	SANITATION	TP
5.	3/7/2025	DESTINY WILLARD	LIFE GUARD 1	RECREATION AQUATIC	PT
6.	3/7/2025	JONI MCCLELLAND	AIRPORT CREDENTIALING SPECIALIST	RIAC	FT
7.	3/7/2025	SEAN KRIEGER	EQUIPMENT OPERATOR	WWTP-SEWER MAINTENANCE	FT
8.	3/10/2025	RYAN ROMERO	BASKETBALL OFFICIAL TEMP	RECREATION AQUATIC	PT
9.	3/10/2025	JESSE LOPEZ	BASKETBALL OFFICIAL TEMP	RECREATION AQUATIC	PT
10.	3/10/2025	ELSA ENRIQUEZ	BASKETBALL OFFICIAL TEMP	RECREATION AQUATIC	PT
11.	3/10/2025	SABRIEN BENAVIDEZ	BASKETBALL OFFICIAL TEMP	RECREATION AQUATIC	PT
12.	3/13/2025	JESUS AVILA	EQUIPMENT OPERATOR WWTP	WWTP-SEWER MAINTENANCE	FT
13.	3/14/2025	EDWARD LUCERO	GROUNDS MAINTENANCE WORKER	PARKS	FT
14.	3/14/2025	NAOMI MANCHA	CUSTOMER SERVICE CLERK	WATER	FT
15.	3/20/2025	JACIEL PEREZ	BASKETBALL OFFICIAL TEMP	RECREATION AQUATIC	PT
16.	3/21/2025	ELIZABETH PRICHARD	GRANTS/PROJECT COORDINATOR	FINANCE	FT
17.	3/26/2025	FABIAN PADILLA	WATER PRODUCTION OPERATOR	CENTRAL CONTROL	FT
18.	3/27/2025	NICHOLAS TAFOYA	POLICE OFFICER 1	POLICE	FT
19.	3/28/2025	BETTY SANCHEZ	HR/SAFETY GENERALIST	HUMAN RESOURCES	FT
20.	3/31/2025	GABRIEL GREENE	EQUIPMENT OPERATOR	WWTP - SEWERE MAINTENANCE	FT
21.					
22.					
23.					
24.					
25.					

RETIREMENT

	Date	Name	Position	Department	Status
1.					
2.					
3.					
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5.					

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB		LOC	BGNU	GRAD/ST	ANNUAL SALARY	HOURLY SALARY
1020101 DEPUTY CITY CLERK		1.0000	1.0000	0.0000	1.0000	1020	DCTYCLK	4015	ADM	45/01	45,650.02	21.95
1049105 OFFICE ASSISTANT POLICE		1.0000	1.0000	0.0000	1.0000	1049	OFFASST	4111	RPOA	619/01	25,970.10	12.49
1053104 POLICE SERVICE AIDE CAREE		1.0000	1.0000	0.0000	1.0000	1053	PSACP	4111	ADM	1/01	19,111.56	9.19
1054109 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECRC	4111	ADM	/00	0.00	0.00
1054110 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECRC	4111	ADM	/00	0.00	0.00
1054111 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECRC	4111	ADM	44/01	44,770.96	21.52
1054112 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECRC	4111	ADM	44/01	44,770.96	21.52
1054113 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECRC	4111	ADM	44/01	44,770.96	21.52
1054117 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECRC	4111	RPOA	644/01	44,770.96	21.52
1055106 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111	RPOA	/00	0.00	0.00
1055107 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111	RPOA	/00	0.00	0.00
1055109 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111	RPOA	/00	0.00	0.00
1055110 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111	RPOA	611/01	22,159.28	10.65
1055116 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111	RPOA	/00	0.00	0.00
1055117 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111	RPOA	/00	0.00	0.00
1055118 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111	RPOA	/00	0.00	0.00
1055124 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111	RPOA	/00	0.00	0.00
1055125 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111	RPOA	/00	0.00	0.00
1055126 POLICE OFFICER 1		0.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111	RPOA	611/01	22,159.28	10.65
1056119 POLICE OFFICER 2		1.0000	1.0000	0.0000	1.0000	1056	POFFR2	4111	RPOA	654/01	54,557.88	26.23
1056120 POLICE OFFICER 2		1.0000	1.0000	0.0000	1.0000	1056	POFFR2	4111	RPOA	654/01	54,557.88	26.23
1056122 POLICE OFFICER 2		1.0000	1.0000	0.0000	1.0000	1056	POFFR2	4111	RPOA	654/01	54,557.88	26.23
1057104 POLICE OFFICER 3		1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111	RPOA	/00	0.00	0.00
1057105 POLICE OFFICER 3		1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111	RPOA	/00	0.00	0.00
1057106 POLICE OFFICER 3		1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111	RPOA	/00	0.00	0.00
1057109 POLICE OFFICER 3		1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111	RPOA	/00	0.00	0.00
1057110 POLICE OFFICER 3		1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111	RPOA	/00	0.00	0.00
1057111 POLICE OFFICER 3		1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111	RPOA	/00	0.00	0.00
1057112 POLICE OFFICER 3		1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111	RPOA	/00	0.00	0.00
1059101 POLICE LIEUTENANT		1.0000	1.0000	0.0000	1.0000	1059	PLT	4111	ADM	/00	0.00	0.00
1066106 TSU LAB TECHNICIAN		1.0000	1.0000	0.0000	1.0000	1066	TSULABTECH	4111	ADM	40/01	41,346.24	19.88
1070101 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121	ADM	37/01	38,963.34	18.73
1070102 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121	ADM	37/01	38,963.34	18.73
1070103 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121	ADM	37/01	38,963.34	18.73
1070104 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121	ADM	37/01	38,963.34	18.73
1070105 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121	ADM	37/01	38,963.34	18.73
1070106 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121	ADM	37/01	38,963.34	18.73
1070107 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121	ADM	37/01	38,963.34	18.73
1070108 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121	ADM	37/01	38,963.34	18.73
1070109 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121	ADM	37/01	38,963.34	18.73
1070110 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121	ADM	37/01	38,963.34	18.73
1070111 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121	ADM	37/01	38,963.34	18.73
1070112 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121	ADM	37/01	38,963.34	18.73
1070113 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121	ADM	37/01	38,963.34	18.73
1070114 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121	ADM	37/01	38,963.34	18.73
1070115 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121	ADM	37/01	38,963.34	18.73
1070116 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121	ADM	37/01	38,963.34	18.73
1070117 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121	ADM	37/01	38,963.34	18.73
1070118 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121	ADM	37/01	38,963.34	18.73
1070119 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121	ADM	37/01	38,963.34	18.73
1071102 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121	IAFF	/00	0.00	0.00
1071106 FIREFIGHTER 1		0.0000	1.0000	0.0000	1.0000	1071	FF1	4121	IAFF	/00	0.00	0.00
1071108 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121	IAFF	/00	0.00	0.00
1071109 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121	IAFF	/00	0.00	0.00
1071110 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121	IAFF	/00	0.00	0.00

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB		LOC	BGNU	GRAD/ST	ANNUAL SALARY	HOURLY SALARY
1071111 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121	IAFF	/00	0.00	0.00
1071112 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121	IAFF	/00	0.00	0.00
1071117 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121	IAFF	/00	0.00	0.00
1071118 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121	IAFF	/00	0.00	0.00
1071119 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121	IAFF	/00	0.00	0.00
1071121 FIREFIGHTER 1		1.0000	1.0000	0.0000	1.0000	1071	FF1	4121	IAFF	/00	0.00	0.00
1072104 FIREFIGHTER 2		1.0000	1.0000	0.0000	1.0000	1072	FF2	4121	IAFF	/00	0.00	0.00
1074104 FIRE APPARATUS OPERATOR 1		1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121	IAFF	FAO1/01	61,466.34	21.05
1074111 FIRE APPARATUS OPERATOR 1		1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121	IAFF	FAO1/01	61,466.34	21.05
1074112 FIRE APPARATUS OPERATOR 1		1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121	IAFF	FAO1/01	61,466.34	21.05
1074113 FIRE APPARATUS OPERATOR 1		1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121	IAFF	FAO1/01	61,466.34	21.05
1074122 FIRE APPARATUS OPERATOR 1		1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121	IAFF	/00	0.00	0.00
1075102 FIRE APPARATUS OPERATOR 2		1.0000	1.0000	0.0000	1.0000	1075	FAPPOPER2	4121	IAFF	FAO2/01	63,925.16	21.89
1075104 FIRE APPARATUS OPERATOR 2		1.0000	1.0000	0.0000	1.0000	1075	FAPPOPER2	4121	IAFF	/00	0.00	0.00
1075105 FIRE APPARATUS OPERATOR 2		1.0000	1.0000	0.0000	1.0000	1075	FAPPOPER2	4121	IAFF	752/01	49,941.58	17.10
1076101 FIRE APPARATUS OPERATOR 3		1.0000	1.0000	0.0000	1.0000	1076	FAPPOPER3	4121	IAFF	754/01	51,951.38	17.79
1077103 FIRE LIEUTENANT 1		1.0000	1.0000	0.0000	1.0000	1077	FLT1	4121	IAFF	/00	0.00	0.00
1078114 FIRE LIEUTENANT 2		1.0000	1.0000	0.0000	1.0000	1078	FLT2	4121	IAFF	/00	0.00	0.00
1079102 FIRE LIEUTENANT 3		1.0000	1.0000	0.0000	1.0000	1079	FLT3	4121	IAFF	/00	0.00	0.00
1079105 FIRE LIEUTENANT 3		1.0000	1.0000	0.0000	1.0000	1079	FLT3	4121	IAFF	/00	0.00	0.00
1082101 FIRE CHIEF		1.0000	1.0000	0.0000	1.0000	1082	FCHIEF	4121	EXEC	90/01	111,306.33	53.51
1098104 KENNEL WORKER		1.0000	1.0000	0.0000	1.0000	1098	KENWKR	4161	ADM	1/01	19,111.56	9.19
1098105 KENNEL WORKER		1.0000	1.0000	0.0000	1.0000	1098	KENWKR	4161	ADM	27B/01	32,448.00	15.60
1117104 GUEST SERVICES ASSOCIATE		1.0000	1.0000	0.0000	1.0000	1117	GSTSRVASSC	4221	AFLC	928/01	32,600.36	15.67
1117105 GUEST SERVICES ASSOCIATE		1.0000	1.0000	0.0000	1.0000	1117	GSTSRVASSC	4221	AFLC	928/01	32,600.36	15.67
1120101 PREPARATOR MUSEUM		1.0000	1.0000	0.0000	1.0000	1120	MUSPREP	4221	ADM	/00	0.00	0.00
1127107 LABORER PARKS		1.0000	1.0000	0.0000	1.0000	1127	LBR	4231	AFLC	915/01	25,196.60	12.11
1127113 LABORER PARKS		1.0000	1.0000	0.0000	1.0000	1127	LBR	4231	AFLC	915/01	25,196.60	12.11
1134104 ZOO KEEPER		1.0000	1.0000	0.0000	1.0000	1134	ZOOKPR	4232	AFLC	926/01	31,351.32	15.07
1135101 GROUNDS MAINTENANCE WORKE		1.0000	1.0000	0.0000	1.0000	1135	GMWRKR	4232	AFLC	927B/01	32,448.00	15.60
1139104 GROUNDS MAINT. WORKER GOL		1.0000	1.0000	0.0000	1.0000	1139	GMWRKR	4233	AFLC	927B/01	32,448.00	15.60
1158101 CONSTRUCTION INSPECTOR		1.0000	1.0000	0.0000	1.0000	1158	CONINSP	4135	ADM	44/01	44,770.96	21.52
1158102 CONSTRUCTION INSPECTOR		1.0000	1.0000	0.0000	1.0000	1158	CONINSP	4135	ADM	44/01	44,770.96	21.52
1159101 CONSTRUCTION INSPECTOR SR		1.0000	1.0000	0.0000	1.0000	1159	CONINSPSR	4135	ADM	/00	0.00	0.00
1160101 ENGINEERING TECHNICIAN		1.0000	1.0000	0.0000	1.0000	1160	ENGRTECH	4135	ADM	/00	0.00	0.00
1167110 MAINTENANCE WORKER STREET		1.0000	1.0000	0.0000	1.0000	1167	MAINTWRKR	4323	AFLC	/00	0.00	0.00
1172101 SUPERVISOR STREETS		1.0000	1.0000	0.0000	1.0000	1172	SUPVR	4323	ADM	56/01	56,779.32	27.30
1177101 AIR CENTER DEPUTY DIRECTO		1.0000	1.0000	0.0000	1.0000	1177	AIRDEPDIR	4331	ADM	/00	0.00	0.00
1180103 MAINTENANCE WORKER RIAC		2.0000	1.0000	1.0000	1.0000	1180	MAINTWRKR	4332	AFLC	927B/01	32,448.00	15.60
1180104 MAINTENANCE WORKER RIAC		1.0000	1.0000	0.0000	1.0000	1180	MAINTWRKR	4332	AFLC	927B/01	32,448.00	15.60
1185101 AUTOMATED COLLECTION OPER		1.0000	1.0000	0.0000	1.0000	1185	AUTOPER	4341	AFLC	931C/01	38,937.60	18.72
1185104 AUTOMATED COLLECTION OPER		1.0000	1.0000	0.0000	1.0000	1185	AUTOPER	4341	AFLC	931C/01	38,937.60	18.72
1185107 AUTOMATED COLLECTION OPER		1.0000	1.0000	0.0000	1.0000	1185	AUTOPER	4341	AFLC	931C/01	38,937.60	18.72
1185114 AUTOMATED COLLECTION OPER		1.0000	1.0000	0.0000	1.0000	1185	AUTOPER	4341	AFLC	931C/01	38,937.60	18.72
1189101 EQUIPMENT OPERATOR LANDFI		1.0000	1.0000	0.0000	1.0000	1189	EQUPOPER	4342	AFLC	/00	0.00	0.00
1189106 EQUIPMENT OPERATOR LANDFI		1.0000	1.0000	0.0000	1.0000	1189	EQUPOPER	4342	AFLC	931/01	34,613.28	16.64
1191102 SANITATION WORKER		1.0000	1.0000	0.0000	1.0000	1191	SANWRKR	4342	AFLC	927B/01	32,448.00	15.60
1191103 SANITATION WORKER		1.0000	1.0000	0.0000	1.0000	1191	SANWRKR	4342	AFLC	915/01	25,196.60	12.11
1193103 CUSTOMER SERVICE CLERK		1.0000	1.0000	0.0000	1.0000	1193	CUSTSRVCLK	4352	ADM	/00	0.00	0.00
1193109 CUSTOMER SERVICE CLERK		1.0000	1.0000	0.0000	1.0000	1193	CUSTSRVCLK	4352	ADM	1/01	19,111.56	9.19
1196104 WATER PRODUCTION OPERATOR		1.0000	1.0000	0.0000	1.0000	1196	WATPROPER	4353	AFLC	/00	0.00	0.00
1199101 SUPERINTENDENT CENTRAL CO		1.0000	1.0000	0.0000	1.0000	1199	SUPT	4353	ADM	/00	0.00	0.00
1205103 MAINTENANCE WORKER SR. WA		1.0000	1.0000	0.0000	1.0000	1205	MAINTWRKRS	4354	AFLC	933/01	36,001.68	17.31
1206101 EQUIPMENT OPERATOR WATER		1.0000	1.0000	0.0000	1.0000	1206	EQUIPOPER	4354	AFLC	931C/01	38,937.60	18.72
1206103 EQUIPMENT OPERATOR WATER		1.0000	1.0000	0.0000	1.0000	1206	EQUIPOPER	4354	AFLC	/00	0.00	0.00

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB		LOC BGNU	GRAD/ST	ANNUAL SALARY	HOURLY SALARY
1206105 EQUIPMENT OPERATOR WATER		1.0000	1.0000	0.0000	1.0000	1206	EQUIPOPER	4354AFLC	931/01	34,613.28	16.64
1206109 EQUIPMENT OPERATOR WATER		1.0000	1.0000	0.0000	1.0000	1206	EQUIPOPER	4354AFLC	931/01	34,613.28	16.64
1212101 PRETREATMENT COORDINATOR		1.0000	1.0000	0.0000	1.0000	1212	PRETRCOORD	4355ADM	41/01	42,179.54	20.28
1215102 SUPERVISOR WWTP		2.0000	1.0000	0.0000	2.0000	1215	SUPVR	4355ADM	56/01	56,779.32	27.30
1219101 EQUIPMENT OPERATOR WWTP		1.0000	1.0000	0.0000	1.0000	1219	EQUIPOPER	4356AFLC	931/01	34,613.28	16.64
1219102 EQUIPMENT OPERATOR WWTP		1.0000	1.0000	0.0000	1.0000	1219	EQUIPOPER	4356AFLC	/00	0.00	0.00
1219103 EQUIPMENT OPERATOR WWTP		1.0000	1.0000	0.0000	1.0000	1219	EQUIPOPER	4356AFLC	/00	0.00	0.00
1219105 EQUIPMENT OPERATOR WWTP		1.0000	1.0000	0.0000	1.0000	1219	EQUIPOPER	4356AFLC	931/01	34,613.28	16.64
1220101 MAINTENANCE WORKER SR. WW		1.0000	1.0000	0.0000	1.0000	1220	MAINTWRKRS	4356AFLC	/00	0.00	0.00
1220102 MAINTENANCE WORKER SR. WW		1.0000	1.0000	0.0000	1.0000	1220	MAINTWRKRS	4356AFLC	933/01	36,001.68	17.31
1224104 GROUNDS MAINT. WORKER CEM		1.0000	1.0000	0.0000	1.0000	1224	GMWRKR	4411AFLC	927B/01	32,448.00	15.60
1231112 VEHICLE OPERATOR TRANSIT		1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC	931/01	34,613.28	16.64
1231118 VEHICLE OPERATOR TRANSIT		1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC	931/01	34,613.28	16.64
1231119 VEHICLE OPERATOR TRANSIT		1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC	931C/01	38,937.60	18.72
1236107 EMERGENCY COMM. DISPATCHE		1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	38,963.34	18.73
1236108 EMERGENCY COMM. DISPATCHE		1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	38,963.34	18.73
1236109 EMERGENCY COMM. DISPATCHE		1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	/00	0.00	0.00
1236110 EMERGENCY COMM. DISPATCHE		1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	38,963.34	18.73
1236114 EMERGENCY COMM. DISPATCHE		1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	38,963.34	18.73
1237104 EMERGENCY COMM. SUPERVISO		1.0000	1.0000	0.0000	1.0000	1237	EMSUPVR	4656ADM	/00	0.00	0.00
1263101 EMERGENCY COMMUNICATIONS		1.0000	1.0000	0.0000	1.0000	1263	EMCOQUASCO	4656ADM	54/01	54,565.26	26.23
1267101 INTER LIBRARY L&R LIBRARI		1.0000	1.0000	0.0000	1.0000	1267	INL&RLIB	4211ADM	41/01	42,179.54	20.28
1271103 DEPUTY FIRE MARSHALL		1.0000	1.0000	0.0000	1.0000	1271	DEFIMARS	4121ADFD	/00	0.00	0.00
1273101 ACCOUNTING SUPERVISOR		1.0000	1.0000	0.0000	1.0000	1273	ACCSUPV	4041ADM	65/01	67,844.77	32.62
1275101 PAYROLL ASSISTANT		1.0000	1.0000	0.0000	1.0000	1275	PAYASST	4041ADM	1/01	19,111.56	9.19
1284101 EQUIPMENT OPERATOR SANITA		1.0000	1.0000	0.0000	1.0000	1284	SANEQPOPER	4342AFLC	915/01	25,196.60	12.11
1286110 W & S MAINTENANCE WORKER		1.0000	1.0000	0.0000	1.0000	1286	MAINTWRKRI	4354AFLC	915/01	25,196.60	12.11
1286111 W & S MAINTENANCE WORKER		1.0000	1.0000	0.0000	1.0000	1286	MAINTWRKRI	4354AFLC	915/01	25,196.60	12.11
1286112 W & S MAINTENANCE WORKER		1.0000	1.0000	0.0000	1.0000	1286	MAINTWRKRI	4354AFLC	915/01	25,196.60	12.11
1286113 W & S MAINTENANCE WORKER		1.0000	1.0000	0.0000	1.0000	1286	MAINTWRKRI	4354AFLC	915/01	25,196.60	12.11
1290101 EMERGENCY MANAGEMENT SPEC		1.0000	1.0000	0.0000	1.0000	1290	EMEMGSPECL	4121ADM	/00	0.00	0.00
1311103 MAINTENANCE WORKER WWTP		1.0000	1.0000	0.0000	1.0000	1311	MAINTWRK	4355AFLC	915/01	25,196.60	12.11
1314102 PLANNER II		1.0000	1.0000	0.0000	1.0000	1314	PLANNERII	4131ADM	1/01	19,111.56	9.19
1353104 GOLF SHOP SENIOR ATTENDAN		1.0000	1.0000	0.0000	1.0000	1353	GOLFSRATTD	4233ADM	1/01	19,111.56	9.19
1365101 BEVERAGE CART ATTENDANT		1.0000	1.0000	0.0000	1.0000	1365	BEVATTND	4233ADM	27B/01	32,448.00	15.60
1370101 ENGINEERING CONSTRUCTION		1.0000	1.0000	0.0000	1.0000	1370	ENGCONSUP2	4135ADM	1/01	19,111.56	9.19
1377103 METER MAINTENANCE TECHNIC		1.0000	1.0000	0.0000	1.0000	1377	MTRMAINTEC	4354AFLC	915/01	25,196.60	12.11
1380101 RECREATION AIDE II PT		1.0000	1.0000	0.0000	1.0000	1380	RECAIDE2PT	4241ADM	1/01	19,111.56	9.19
1383103 LIFE GUARD 1 PT		1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1383104 LIFE GUARD 1 PT		1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1383109 LIFE GUARD 1 PT		1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1383115 LIFE GUARD 1 PT		1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1383121 LIFE GUARD 1 PT		1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1402101 EMERGENCY COMMUNICATIONS		1.0000	1.0000	0.0000	1.0000	1402	EMRCALLTKR	4656ADM	35/01	37,459.50	18.01
1403101 OPERATIONS AND HOSPITALIT		1.0000	1.0000	0.0000	1.0000	1403	OP&HOSPSPE	4252ADM	1/01	19,111.56	9.19
1412104 RECREATION AIDE I PART TI		1.0000	1.0000	0.0000	1.0000	1412	RECAIDE2PT	4241ADM	1/01	19,111.56	9.19
1419101 PARKS LABORER TEMP		1.0000	1.0000	0.0000	1.0000	1419	PRKTMP	4231ADM	26/01	31,351.32	15.07
1419102 PARKS LABORER TEMP		1.0000	1.0000	0.0000	1.0000	1419	PRKTMP	4231ADM	26/01	31,351.32	15.07
1419105 PARKS LABORER TEMP		1.0000	1.0000	0.0000	1.0000	1419	PRKTMP	4231ADM	27B/01	32,448.00	15.60
1419106 PARKS LABORER TEMP		1.0000	1.0000	0.0000	1.0000	1419	PRKTMP	4231AFLC	/00	0.00	0.00
1419107 PARKS LABORER TEMP		1.0000	1.0000	0.0000	1.0000	1419	PRKTMP	4231ADM	27B/01	32,448.00	15.60
1419108 PARKS LABORER TEMP		1.0000	1.0000	0.0000	1.0000	1419	PRKTMP	4231ADM	27B/01	32,448.00	15.60
1419109 PARKS LABORER TEMP		1.0000	1.0000	0.0000	1.0000	1419	PRKTMP	4231ADM	27B/01	32,448.00	15.60
1432103 OPERATIONS AND HOSPITALIT		1.0000	1.0000	0.0000	1.0000	1432	OPHOSPSPEC	4252ADM	1/01	19,111.56	9.19
1434102 AIRPORT CREDENTIALING SPE		1.0000	1.0000	0.0000	1.0000	1434	AIRPTCREDS	4331ADM	1/01	19,111.56	9.19

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB		LOC	BGNU	GRAD/ST	ANNUAL SALARY	HOURLY SALARY
1436101 BASKETBALL OFFICIAL TEMP		1.0000	1.0000	0.0000	1.0000	1436	BSKTBLLTMP	4241	ADM	1/01	19,111.56	9.19
1436102 BASKETBALL OFFICIAL TEMP		1.0000	1.0000	0.0000	1.0000	1436	BSKTBLLTMP	4241	ADM	10/01	22,836.58	10.98
1436103 BASKETBALL OFFICIAL TEMP		1.0000	1.0000	0.0000	1.0000	1436	BSKTBLLTMP	4241	ADM	10/01	22,836.58	10.98
1436104 BASKETBALL OFFICIAL TEMP		1.0000	1.0000	0.0000	1.0000	1436	BSKTBLLTMP	4241	ADM	10/01	22,836.58	10.98
1436105 BASKETBALL OFFICIAL TEMP		1.0000	1.0000	0.0000	1.0000	1436	BSKTBLLTMP	4241	ADM	1/01	19,111.56	9.19
1436106 BASKETBALL OFFICIAL TEMP		1.0000	1.0000	0.0000	1.0000	1436	BSKTBLLTMP	4241	ADM	10/01	22,836.58	10.98
1436107 BASKETBALL OFFICIAL TEMP		1.0000	1.0000	0.0000	1.0000	1436	BSKTBLLTMP	4241	ADM	10/01	22,836.58	10.98
1436108 BASKETBALL OFFICIAL TEMP		1.0000	1.0000	0.0000	1.0000	1436	BSKTBLLTMP	4241	ADM	10/01	22,836.58	10.98
1437101 EMERGENCY COMMUNICATIONS		1.0000	1.0000	0.0000	1.0000	1437	EMRADMASST	4656	ADM	30/01	33,919.08	16.31
1438101 LIFEGUARD STUDENT PT		1.0000	1.0000	0.0000	1.0000	1438	LIFEGRDSTN	4242	ADM	27B/01	32,448.00	15.60
1438102 LIFEGUARD STUDENT PT		1.0000	1.0000	0.0000	1.0000	1438	LIFEGRDSTN	4242	ADM	27B/01	32,448.00	15.60
1440101 FACILITIES MAINTENACE LAB		1.0000	1.0000	0.0000	1.0000	1440	FMAINTLBR	4071	AFLC	927B/01	32,448.00	15.60
1444101 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241	ADM	27B/01	32,448.00	15.60
1444102 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241	ADM	27B/01	32,448.00	15.60
1444103 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241	ADM	27B/01	32,448.00	15.60
1444104 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241	ADM	27B/01	32,448.00	15.60
1444105 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241	ADM	27B/01	32,448.00	15.60
1444106 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241	ADM	27B/01	32,448.00	15.60
1444107 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241	ADM	27B/01	32,448.00	15.60
1444108 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241	ADM	27B/01	32,448.00	15.60
1444109 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241	ADM	27B/01	32,448.00	15.60
1444110 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241	ADM	27B/01	32,448.00	15.60
1444111 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241	ADM	27B/01	32,448.00	15.60
1444112 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241	ADM	27B/01	32,448.00	15.60
1444113 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241	ADM	27B/01	32,448.00	15.60
1444115 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241	ADM	27B/01	32,448.00	15.60
1444116 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241	ADM	27B/01	32,448.00	15.60
1452101 FIRE APPARATUS OPERATOR L		0.0000	1.0000	0.0000	1.0000	1452	FAPOPERLAT	4121	IAFF	FA01/01	61,466.34	21.05
1459101 GROUNDS MAINTENANCE WORKE		1.0000	1.0000	0.0000	1.0000	1459	GMWRKTEMP	4233	AFLC	927B/01	32,448.00	15.60
1459102 GROUNDS MAINTENANCE WORKE		1.0000	1.0000	0.0000	1.0000	1459	GMWRKTEMP	4233	AFLC	/00	0.00	0.00
1461101 TRAFFIC SIGNAL JOURNEYMAN		1.0000	1.0000	0.0000	1.0000	1461	TRSIGJORNM	4325	ADM	1/01	19,111.56	9.19
1465101 HR/SAFETY GENERALIST		1.0000	1.0000	0.0000	1.0000	1465	HRSAFGEN	4061	ADM	1/01	19,111.56	9.19
1470101 CEMETERY LABORER TEMP		1.0000	1.0000	0.0000	1.0000	1470	CEMTMP	4411	ADM	27B/01	32,448.00	15.60
1471102 MAINTENANCE WORKER RIAC T		1.0000	1.0000	0.0000	1.0000	1471	MAINTWRKR	4332	AFLC	926/01	31,351.32	15.07
1472101 LABORER TEMP LANDFILL		1.0000	1.0000	0.0000	1.0000	1472	LABORTEMP	4342	AFLC	926/01	31,351.32	15.07
	TOTAL		1.0000		201.0000						5,060,447.10	2,367.37

** END OF REPORT - Generated by Naomi Borunda **

Employee Turnover

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
Location: 4311 ELECTED OFFICIALS		**11**	**11**	**0**	**0.00%**
1001	MAYOR	1	1	0	0.00%
1002	MAYOR PRO TEM	1	1	0	0.00%
1003	CITY COUNCILOR WARD 1	2	2	0	0.00%
1004	CITY COUNCILOR WARD 2	1	1	0	0.00%
1005	CITY COUNCILOR WARD 3	2	2	0	0.00%
1006	CITY COUNCILOR WARD 4	2	2	0	0.00%
1007	CITY COUNCILOR WARD 5	2	2	0	0.00%
Location: 4313 ADMINISTRATION		**3**	**4**	**0**	**0.00%**
1008	CITY MANAGER	1	1	0	0.00%
1012	DEPUTY CITY MANAGER	1	1	0	0.00%
1430	PROJECT MANAGER	1	1	0	0.00%
1437	ADMINISTRATIVE CHIEF OF STAFF	0	1	0	0.00%
Location: 4315 CITY CLERK		**3**	**3**	**0**	**0.00%**
1019	CITY CLERK	1	1	0	0.00%
1020	CITY CLERK OFFICE ASSISTANT	2	2	0	0.00%
Location: 4321 MUNICIPAL COURT		**8**	**8**	**0**	**0.00%**
1022	DEPUTY COURT CLERK	1	1	0	0.00%
1023	MUNICIPAL JUDGE	1	1	0	0.00%
1024	BAILIFF	1	1	0	0.00%
1025	COMPLIANCE OFFICER	1	1	0	0.00%
1336	COURT ADMINISTRATOR	1	1	0	0.00%
Location: 4341 FINANCIAL ADMINISTRATION		**12**	**12**	**0**	**0.00%**
1026	ACCOUNTING TECHNICIAN II	2	2	0	0.00%
1030	ACCOUNTANT	2	2	0	0.00%
1031	PAYROLL ADMINISTRATOR	1	1	0	0.00%
1034	DEPARTMENT DIRECTOR FINANCE	1	1	0	0.00%
1036	PURCHASING AGENT	1	1	0	0.00%
1037	PURCHASING TECHNICIAN	1	1	0	0.00%
1233	ACCOUNTING SUPERVISOR	1	0	1	#DIV/0!
1296	GRANT/PROJECT COORDINATOR	1	1	0	0.00%
1312	SENIOR ACCOUNTANT	1	1	0	0.00%
1429	ACCOUNTS RECEIVABLE	1	1	0	0.00%
1434	FINANCE LEADER	1	1	0	0.00%
Location: 4401 LEGAL		**4**	**4**	**0**	**0.00%**
1013	DEPUTY CITY ATTORNEY	1	1	0	0.00%
1339	PARALEGAL	1	1	0	0.00%
1435	CITY ATTORNEY APPOINTED	1	1	0	0.00%
1455	CONTRACTS & CLAIMS ADMIN	0	1	0	0.00%
Location: 4601 HUMAN RESOURCES		**7**	**9**	**1**	**11.76%**
1038	HR ADMINISTRATIVE ASSISTANT SR	1	1	0	0.00%
1042	DEPARTMENT DIRECTOR H.R.	1	1	0	0.00%
1287	SAFETY COORDINATOR	1	1	0	0.00%
1341	HUMAN RESOURCES SUPERVISOR	1	1	0	0.00%
1443	TRAINING SPECIALIST CSU	1	1	0	0.00%
1447	EMPLOYEE/BENEFITS SUPERVISOR	1	1	0	0.00%
1451	HUMAN RESOURCES SPECIALIST	1	2	0	0.00%
1452	HUMAN RESOURCES ANALYST	0	1	0	200.00%
Location: 4701 FACILITIES MAINTENANCE		**12**	**12**	**0**	**0.00%**
1043	CUSTODIAN	7	7	0	0.00%
1045	FACILITIES MAINT. SPECIALIST	4	4	0	0.00%
1046	FACILITIES MAINT. SPEC SR.	1	1	0	0.00%
1289	PROJECT AND FACILITY MANAGER	1	1	0	0.00%
1319	ADMIN. ASST. SENIOR FACILITIES	1	1	0	0.00%
1379	FACILITIES MAINTENANCE WKR SPEC SR.	1	1	0	0.00%
1444	FACILITIES MANAGER	1	1	0	0.00%
1445	FAC. MAINT. LOCKSMITH TECH	1	1	0	0.00%
Location: 4814 FLEET MAINTENANCE		**1**	**1**	**0**	**0.00%**
1340	VEHICLE MAINTENANCE SUPERVISOR	1	1	0	0.00%
Location: 4911 POLICE DEPARTMENT		**114**	**116**	**0**	**0.00%**
1043	CUSTODIAN	1	1	0	0.00%
1048	OFFICE ASSISTANT POLICE	7	8	0	0.00%
1050	ADMIN. ASSISTANT SR. POLICE	2	2	0	0.00%
1055	POLICE SERV AIDE CAREER PATH	3	3	0	0.00%
1054	POLICE RECRUIT	8	7	0	0.00%
1056	POLICE OFFICER 1	21	21	0	0.00%
1057	POLICE OFFICER 2	18	18	0	0.00%
1058	POLICE SERGEANT	8	8	0	0.00%
1059	POLICE SERGEANT	12	12	0	0.00%
1060	POLICE LIEUTENANT	4	4	0	0.00%
1061	POLICE CAPTAIN	2	2	0	0.00%
1062	DETECTIVE	13	13	0	0.00%
1062	DEPUTY POLICE CHIEF	2	2	0	0.00%
1063	POLICE CHIEF	1	1	0	0.00%
1064	POLICE RECORDS SUPERVISOR	1	1	0	0.00%
1065	EVIDENCE PROPERTY CUSTODIAN	3	3	0	0.00%
1066	CRIME SCENE TECHNICIAN	3	3	0	0.00%
1067	ADMIN. ASSISTANT POLICE	1	1	0	0.00%
Location: 4121 FIRE DEPARTMENT		**82**	**82**	**0**	**0.00%**
1068	ADMIN. ASSISTANT SR. FIRE	1	1	0	0.00%
1070	FIREFIGHTER RECRUIT	0	0	1	#DIV/0!
1071	FIREFIGHTER 1	16	16	0	0.00%
1072	FIREFIGHTER 2	5	5	0	0.00%
1073	FIREFIGHTER 3	1	1	0	0.00%
1074	FIRE APPARATUS OPERATOR 1	14	14	0	0.00%
1075	FIRE APPARATUS OPERATOR 2	8	8	0	0.00%
1076	FIRE APPARATUS OPERATOR 3	1	1	0	0.00%
1077	FIRE LIEUTENANT 1	5	5	0	0.00%
1078	FIRE LIEUTENANT 2	10	10	0	0.00%
1079	FIRE LIEUTENANT 3	8	8	0	0.00%
1080	BATTALION CHIEF	3	3	0	0.00%
1081	DEPUTY FIRE CHIEF	2	2	0	0.00%
1082	FIRE CHIEF	1	1	0	0.00%
1083	DIVISION CHIEF	1	1	0	0.00%
1271	DEPUTY FIRE MARSHAL	2	2	0	0.00%
1281	FIREMARSHAL	1	1	0	0.00%
1308	DIVISION CHIEF - EMS	1	1	0	0.00%
1320	ARFF COORDINATOR	1	1	0	0.00%
1321	FIRE PREVENTION ADMIN. ASSIST	1	1	0	0.00%
Location: 4131 PLANNING & ZONING		**4**	**4**	**0**	**0.00%**
1017	COMMUNITY DEVELOPMENT DIRECTOR	1	1	0	0.00%
1018	PLANNER SENIOR	1	1	0	0.00%
1044	COMMUNITY DEVELOPMENT PRP TECH	1	1	0	0.00%
1344	CUSTOMER SERVICE SPECIALIST	1	1	0	0.00%
Location: 4125 ENGINEERING		**7**	**7**	**0**	**0.00%**
1199	CONSTRUCTION INSPECTOR SR.	1	1	0	0.00%
1200	ENGINEERING TECHNICIAN	1	1	0	0.00%
1192	DIRECTOR OF ENGR. & INFRA.	1	1	0	0.00%
1202	ADMIN. ASST. SR./ PUBLIC WORKS	1	1	0	0.00%
1306	ENGINEER SR.	1	1	0	0.00%
1377	GEOGRAPHIC INFORMATION SYSTEM	1	1	0	0.00%
1395	ENGINEERING CONSTRUCTION SUPER	1	1	0	0.00%
Location: 4151 CODE ENFORCEMENT		**12**	**12**	**0**	**0.00%**
1086	OFFICE ASST. CODE ENFORCEMENT	1	1	0	0.00%
1087	ADMIN ASST SR. CODE ENFORCEMAN	1	1	0	0.00%
1088	BUILDING INSPECTOR	1	1	0	0.00%
1090	ELECTRICAL INSPECTOR	1	1	0	0.00%
1091	PLUMBING INSPECTOR	1	1	0	0.00%
1092	CODE ENFORCEMENT OFFICER	4	4	0	0.00%
1093	SUPERVISOR CODE ENFORCEMENT	1	1	0	0.00%
1376	BUILDING OFFICIAL	1	1	0	0.00%
1444	BUSINESS LICENSE CLERK	1	1	0	0.00%
Location: 4161 ANIMAL CONTROL		**13**	**13**	**0**	**0.00%**
1094	OFFICE ASST. ANIMAL CONTROL	1	1	0	0.00%
1095	ANIMAL CONTROL OFFICER	5	5	0	0.00%
1097	KENNEL COORDINATOR	1	1	0	0.00%
1098	KENNEL WORKER	5	5	0	0.00%
1440	ANIMAL SERVICES MANAGER	1	1	0	0.00%
Location: 4181 C.E.F.		**20**	**20**	**0**	**0.00%**
1099	DEPT MGR EMERGENCY MGMT	1	1	0	0.00%
1100	COMMUNITY IMPROVEMENT TECH	1	1	0	0.00%
Location: 4211 LIBRARY		**27**	**27**	**0**	**0.00%**
1101	ADMIN. ASSISTANT LIBRARY	1	1	0	0.00%
1103	LIBRARY PAGE SENIOR	3	3	0	0.00%
1104	TECHNICAL SERVICE ASSISTANT	1	1	0	0.00%
1105	LIBRARY ASSISTANT, CIRCULATION	2	2	0	0.00%
1107	REFERENCE ASSISTANT	1	1	0	0.00%
1108	CIRCULATION HOUR	1	1	0	0.00%
1109	LIBRARY CATALOGER	1	1	0	0.00%
1112	DEPARTMENT DIRECTOR LIBRARY	1	1	0	0.00%
1277	CHILDREN AND YOUTH LIBRARIAN	1	1	0	0.00%
1384	YOUTH LIBRARIAN ASSISTANT	1	1	0	0.00%
1387	LIBRARY PAGE SENIOR PT	6	7	0	0.00%
1441	STEM INSTRUCTOR	1	1	0	0.00%
Location: 4221 MUSEUM		**12**	**12**	**0**	**0.00%**
1116	MUSEUM STORE SUPERVISOR	1	1	0	0.00%
1117	GUEST SERVICES ASSOCIATE	3	3	0	0.00%
1118	PLANETARIUM COORDINATOR	1	1	0	0.00%
1122	REGISTRAR MUSEUM	1	1	0	0.00%
1123	CURATOR OF COLLECTIONS AND EXH	1	1	0	0.00%
1124	DEPARTMENT DIRECTOR MUSEUM	1	1	0	0.00%
1383	MUSEUM EDUCATOR	1	1	0	0.00%
1384	PLANETARIUM ASSISTANT	1	1	0	0.00%
1385	MUSEUM OPERATIONS MANAGER	1	1	0	0.00%
1392	MUSEUM STORE CLERK PT	1	1	0	0.00%
Location: 4231 PARKS		**33**	**34**	**0**	**0.00%**
1043	CUSTODIAN	1	1	0	0.00%
1126	ADMIN. ASSISTANT SR. PARKS	1	1	0	0.00%
1127	LABORER PARKS	12	12	0	0.00%
1128	GROUNDS MAINT WORKER PARKS	9	9	0	0.00%
1129	GROUNDS MAINT WORKER SR PARKS	3	3	0	0.00%
1130	SUPERINTENDENT PARKS	1	1	0	0.00%
1131	DEPARTMENT DIRECTOR RECREATION	1	1	0	0.00%
1329	PARKS SUPERVISOR	1	1	0	0.00%
1330	PARKS LABORER TEMP	0	1	0	0.00%
Location: 4232 ZOO		**9**	**7**	**1**	**13.33%**
1132	LABORER ZOO	1	1	0	0.00%
1134	ZOO KEEPER	3	3	0	0.00%
1135	GROUNDS MAINTENANCE WORKER ZOO	1	0	1	200.00%
Location: 4241 RECREATION		**14**	**14**	**0**	**0.00%**
1137	LABORER PARKS	12	12	0	0.00%
1138	GROUNDS MAINT WORKER PARKS	0	1	0	0.00%
1139	GROUNDS MAINT WORKER SR PARKS	1	0	1	100.00%
1140	SUPERINTENDENT PARKS	1	1	0	0.00%
1141	DEPARTMENT DIRECTOR RECREATION	1	1	0	0.00%
1142	BOATHOUSE CAFE ATTENDANT	0	1	0	0.00%
1431	GOLF SHOP LEAD SR ATTENDANT	1	1	0	0.00%
Location: 4241 RECREATION		**11**	**14**	**3**	**30.30%**
1046	FACILITIES MAINT. SPEC SR.	1	1	0	0.00%
1143	OFFICE ASSISTANT RECREATION	1	1	0	0.00%
1145	RECREATION AIDE 2	2	2	0	0.00%
1147	RECREATION LEADER	1	1	0	0.00%
1148	SUPERVISOR RECREATION	1	1	0	0.00%
1150	RECREATION MANAGER	1	1	0	0.00%
1253	RECREATION CENTER SUPERVISOR	1	1	0	0.00%
1255	RECREATION AIDE PT	3	5	0	0.00%
1436	BASKETBALL OFFICIAL TEMP	0	1	0	200.00%
Employee #	**Name**	**Position Code**	**Description**	**Hire Date**	**Termination Date**
4953	KUCHA, JESSE	1436100	BASKETBALL OFFICIAL TEMP	2/7/2025	3/10/2025
4957	PEPKE, JACKIE	1436104	BASKETBALL OFFICIAL TEMP	1/17/2025	3/10/2025
4958	BENAVIDEZ, SABRENA	1436103	BASKETBALL OFFICIAL TEMP	1/16/2025	3/10/2025
4959	ROMERO, RYAN	1436106	BASKETBALL OFFICIAL TEMP	1/16/2025	3/10/2025
4960	ENRIQUEZ, ELIAS	1436107	BASKETBALL OFFICIAL TEMP	1/16/2025	3/10/2025
1444	REC ADULT/LEAGUE TEMP			1	0.00%
Location: 4242 RECREATION AQUATIC POOL		**11**	**11**	**2**	**18.18%**
1152	LIFE GUARD 1 PT	11	11	2	25.00%
Employee #	**Name**	**Position Code**	**Description**	**Hire Date**	**Termination Date**
4322	WILLARD, HEDDWIG	1416107	LIFE GUARD TEMP	3/29/2024	3/5/2025
4329	ORTEGA, ACEYA	1444108	REC AIDE/LIFEGUARD TEMP	2/26/2025	3/5/2025
1426	HEAD LIFEGUARD PT	2	2	0	0.00%
1442	AQUATICS SPECIALIST	1	1	0	0.00%
Location: 4243 ADULT CENTER		**1**	**1**	**0**	**0.00%**
1146	RECREATION LEADER	1	1	0	0.00%
Location: 4252 CONVENTION CENTER		**5**	**5**	**0**	**0.00%**
1322	GENERAL FACILITIES & OPER. MGR	1	1	0	0.00%
1347	ACCOUNTING MANAGER	1	1	0	0.00%
1403	OPERATIONS & HOSPITALITY SPEC.	1	1	0	0.00%
1404	OPERATION AND HOSP. SPEC.	2	2	0	0.00%
Location: 4253 VISITOR CENTER		**4**	**4**	**0**	**0.00%**
1279	GUEST SERVICES ASSOCIATE PT	1	1	0	0.00%
1280	VISITOR CENTER STORE LEAD	1	1	0	0.00%
1281	GUEST SERVICES STORE SUPV	1	1	0	0.00%
Location: 4261 PUBLIC RELATIONS		**3**	**3**	**0**	**0.00%**
1155	PUBLIC INFORMATION OFFICER	1	1	0	0.00%
1247	GRAPHIC DESIGNER	1	1	0	0.00%
1427	SPECIAL EVENT SUPERVISOR	1	1	0	0.00%
Location: 4311 STREETS		**22**	**22**	**0**	**0.00%**
1161	MAINTENANCE WORKER STREETS	9	9	0	0.00%
1166	MAINTENANCE WORKER SR STREETS	4	4	0	0.00%
1170	EQUIPMENT OPERATOR STREETS	5	5	0	0.00%
1171	EQUIPMENT OPERATOR STREETS PT	2	2	0	0.00%
1173	SUPERINTENDENT STREETS	1	1	0	0.00%
1174	ADMIN ASSISTANT SR SPEC STREET	1	1	0	0.00%
Location: 4325 SPECIAL ELECTRONICS		**2**	**2**	**0**	**0.00%**
1179	TRAFFIC SIGNAL TECHNICIAN	1	1	0	0.00%
1180	SPECIAL ELECTRONICS SUPVR.	1	1	0	0.00%
Location: 4331 AIRPORT - ADMINISTRATION		**7**	**7**	**1**	**16.67%**
1176	ADMIN. ASSISTANT SR. RIAC	7	7	1	16.67%
Employee #	**Name**	**Position Code**	**Description**	**Hire Date**	**Termination Date**
4618	LEYBA, AIMEE MARIE	1115102	ADMIN. ASSISTANT SR. RIAC	10/21/2024	3/6/2025
1177	AIR CENTER DEPUTY DIRECTOR	1	0	1	0.00%
1270	AIRPORT SECURITY COORDINATOR	1	1	0	0.00%
1279	AIRPORT PROPERTY/PERMITS COOR	1	1	0	0.00%
1417	ASST. AIRPORT SECURITY COORD.	1	1	0	0.00%
1428	DIRECTOR RIAC	1	1	0	0.00%
1434	AIRPORT CREDENTIALING SPC	0	1	0	200.00%
Location: 4332 AIRPORT - OPERATIONS		**3**	**3**	**0**	**0.00%**
1182	BOOS-LAMPE, JOE	1434102	AIRPORT CREDENTIALING SPECIALIST	9/3/2024	3/7/2025
Location: 4333 AIRPORT - OPERATIONS		**5**	**5**	**0**	**0.00%**
1178	FACILITIES MAINT SP. SR. RIAC	1	1	0	0.00%
1179	SUPERVISOR RIAC	1	1	0	0.00%
1180	MAINTENANCE WORKER RIAC	3	3	0	0.00%
1181	MAINTENANCE WORKER RIAC TEMP	0	0	0	0.00%
Location: 4341 SANITATION		**28**	**27**	**1**	**3.84%**
1182	ADMINISTRATIVE ASSISTANT SR	1	1	0	0.00%
1183	SUPERVISOR SOLID WASTE	2	2	0	0.00%
1184	SANITATION WORKER SR.	3	3	0	0.00%
1185	AUTOMATED COLLECTION OPERATOR	14	14	0	0.00%
1186	SOLID WASTE/RECYCLE MANAGER	1	1	0	0.00%
1373	HEAVY-DUTY TECHNICIAN	1	1	0	0.00%
1374	LUBE TECHNICIAN	1	1	0	0.00%
1375	PARTS TECHNICIAN	1	1	0	0.00%
1376	ADMIN ASSISTANT TEMP	0	1	0	200.00%
Employee #	**Name**	**Position Code**	**Description**	**Hire Date**	**Termination Date**
5001	VELA BARRAZA, ALESSANDRA	1436102	ADMIN ASSISTANT TEMP	2/3/2025	3/5/2025
Location: 4342 LANDFILL		**10**	**11**	**1**	**9.52%**
1187	ACCOUNTING TECHNICIAN II	1	1	0	0.00%
1189	EQUIPMENT OPERATOR	4	4	0	0.00%
1191	SANITATION WORKER	1	1	0	0.00%
1284	EQUIPMENT OPERATOR PT	1	1	0	0.00%
1428	ENVR COMPLIANCE SPECIALIST	1	1	0	0.00%
1458	SCALE HOUSE ATTENDANT	0	1	0	200.00%
Employee #	**Name**	**Position Code**	**Description**	**Hire Date**	**Termination Date**
4674	SANCHEZ, EXHANNAH	1436101	SCALE HOUSE ATTENDANT	3/5/2025	3/6/2025
1193	EQUIPMENT OPERATOR SR	1	1	0	0.00%
Location: 4352 WATER - CUSTOMER SERVICE		**12**	**13**	**1**	**8.00%**
1192	CUSTOMER SERVICE CLERK	12	13	1	16.67%
Employee #	**Name**	**Position Code**	**Description**	**Hire Date**	**Termination Date**
4649	MANCHA, NADIA	1165103	CUSTOMER SERVICE CLERK	11/4/2024	3/3/2025
1348	METER READER	4	5	0	0.00%
1367	UTILITIES BILLING CS LEAD	1	1	0	0.00%
1368	UTILITIES BILLING MANAGER	1	1	0	0.00%
Location: 4353 CENTRAL CONTROL		**7**	**6**	**1**	**13.38%**
1194	WATER PRODUCTION OPERATOR	7	6	1	16.67%
Employee #	**Name**	**Position Code**	**Description**	**Hire Date**	**Termination Date**
5048	PADILLA, FABIAN	1196104	WATER PRODUCTION OPERATOR	11/13/2017	3/5/2025
1197	ADMIN. ASST. SR. CENT. CONTR.	1	1	0	0.00%
1198	WATER PRODUCTION SUPERVISOR SR	1	1	0	0.00%
Location: 4354 PUBLIC WORKS		**29**	**31**	**0**	**0.00%**
1201	ADMIN. ASSISTANT SR. WATER	1	1	0	0.00%
1202	WAREHOUSE WORKER	1	1	0	0.00%
1203	WAREHOUSE WORKER SR.	1	1	0	0.00%
1204	M & S MAINTENANCE WORKER II	0	1	0	0.00%
1205	MAINTENANCE WORKER SR. WATER	3	3	0	0.00%
1206	EQUIPMENT OPERATOR WATER	5	5	0	0.00%
1208	SUPERINTENDENT WATER	1	1	0	0.00%
1209	SUPERVISOR WATER	1	1	0	0.00%
1210	UTILITY DIRECTOR	1	1	0	0.00%
1276	UTILITY LOCATOR TECHNICIAN	1	1	0	0.00%
1278	M & S MAINTENANCE WORKER I	1	1	0	0.00%
1309	VALVE MAINTENANCE SPECIALIST	2	2	0	0.00%
1310	WORKFLOW COORDINATOR	1	1	0	0.00%
1372	UTILITY CONFIG COORDINATOR	1	1	0	0.00%
1396	METER MAINTENANCE TECHNICIAN	2	2	0	0.00%
1407	WATER CONSERVATION SPECIALIST	1	1	0	0.00%
Location: 4355 WWTP		**12**	**12**	**0**	**0.00%**
1211	ADMIN. ASSISTANT SR. WWTP	1	1	0	0.00%
1212	OPERATOR WWTP	5	5	0	0.00%
1214	OPERATOR SR. WWTP	1	1	0	0.00%
1215	SUPERVISOR WWTP	1	1	0	0.00%
1216	SUPERINTENDENT WWTP	1	1	0	0.00%
1217	WWTP ELECTRICIAN	1	1	0	0.00%
1311	MAINTENANCE WORKER WWTP	2	2	0	0.00%
Location: 4356 WWTP - SEWER MAINTENANCE		**4**	**4**	**0**	**0.00%**
1218	EQUIPMENT OPERATOR WWTP	4	4	0	100.00%
Employee #	**Name**	**Position Code**	**Description**	**Hire Date**	**Termination Date**
4949	GIBSON, GABRIEL	1219102	EQUIPMENT OPERATOR WWTP	12/10/2022	3/10/2025
1448	RIBEIRO, IVAN	1219101	EQUIPMENT OPERATOR WWTP	5/29/2024	3/7/2025
4972	AYALA, JESUS	1219105	EQUIPMENT OPERATOR WWTP	8/5/2024	3/10/2025
1454	EQUIPMENT OPERATOR SR. WWTP	1	2	0	0.00%
Location: 4358 WWTP - CITY LAB		**3**	**3**	**0**	**0.00%**
1221	LAB TECHNICIAN ASSISTANT WWTP	2	2	0	0.00%
1222	LABORATORY TECHNICIAN WWTP	1	1	0	0.00%
Location: 4451 CEMETERY		**3**	**3**	**0**	**0.00%**
1223	ADMIN. ASSISTANT CEMETERY	1	1	0	0.00%
1224	GROUNDS MAINT. WORKER CEMETERY	1	1	0	0.00%
1225	GROUNDS MAINT. WORKER SR. CEM.	1	1	0	0.00%
1226	SUPERINTENDENT CEMETERY	1	1	0	0.00%
1324	CEMETERY SUPERVISOR	1	1	0	0.00%
Location: 4511 PECOS TRAILS TRANSIT		**21**	**21**	**0**	**0.00%**
1043	CUSTODIAN	1	1	0	0.00%
1228	TRANSIT OPERATIONS SUPV 2	1	1	0	0.00%
1231	VEHICLE OPERATOR TRANSIT	14	14	0	0.00%
1232	TRANSIT DIRECTOR	1	1	0	0.00%
1285	TRANSIT MANAGER	1	1	0	0.00%
1286	ADMINISTRATIVE ASSISTANT SR	1	1	0	0.00%
Location: 4601 INFORMATION TECHNOLOGY		**6**	**6**	**0**	**0.00%**
1233	INFORMATION TECHNOLOGY TECH	1	1	0	0.00%
1234	DEPARTMENT DIRECTOR IT	1	1	0	0.00%
1235	IT TECHNICIAN SR.	2	2	0	0.00%
1364	NETWORK ADMINISTRATOR ENGINEER	1	1	0	0.00%
1365	SYSTEMS & DATA INTEGRATION SPE	1	1	0	0.00%
Location: 4606 CONSOLIDATED DISPATCH		**13**	**14**	**1**	**7.41%**
1236	EMERGENCY COMM. DISPATCHER	13	14	1	15.38%
Employee #	**Name**	**Position Code**	**Description**	**Hire Date**	**Termination Date**
5268	TAYLOR, CHARLOTTE	1236103	EMERGENCY COMM. DISPATCHER	5/19/2025	3/3/2025
1237	EMERGENCY COMM. SUPERVISOR	4	4	0	0.00%
1238	DEPARTMENT MANAGER DISPATCH	1	1	0	0.00%
1239	OPERATIONS COORDINATOR	1	1	0	0.00%
1358	TERMINAL AGENCY COORDINATOR	1	1	0	0.00%

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 6.

Legal Committee
Meeting Date: 04/24/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

DEPARTMENT NAME:
City Clerk Department Report- April 2025

Attachments

City Clerk Report April 2025

April 2025 Monthly Report – City Clerk's Office

The City Clerk's Office continues to serve the City of Roswell and its citizens efficiently and effectively. This monthly report will highlight some of the key functions completed.

- Process incoming and outgoing mail for the city
- Schedule conference rooms in City Hall
- Request to activate/deactivate alarm codes for exit or new employees
- Field and answer all calls/questions from staff
- Attend City Council meetings and various standing committee meetings
- Review and post all committee meeting agendas. Publish approved meeting minutes. Draft minutes and various cancellations for the following committees:
    - Airport Advisory Board
    - Cemetery Commission on Aging
    - Commission of Aging
    - Drought Contingency Task Force
    - Keep Roswell Beautiful
    - Occupancy Tax Board
    - Parks and Recreation
    - Pecos Valley Regional Communication Center
    - Planning & Zoning
    - Roswell Museum BOT
    - Roswell Public Library

City Council: prepare, publish, and distribute meeting agendas, notices, workshops, and special sessions. Proofread and revise abstracts and attachments. Gather data from standing committees. Review and update PowerPoint presentations for the City Council meeting.

(March 20, 2025 – April 16, 2025)

Department	**New**
City Clerk	34
Municipal Court	2
PVRCC (Chaves County Sheriff's Office)	9
Roswell PD	166

Deputy City Clerk, Angela Garcia will start on Monday, April 28, 2025

Legal Committee
Meeting Date: 04/24/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema CHAIR: Ed Heldenbrand

ACTION REQUESTED:
Ordinance 25-XX: consider recommendation to authorize to advertise for a public hearing to consider recommending to authorize to advertise for a public hearing for Ordinance 25-XX: An Ordinance for the sale of Real Property and approval for the City of Roswell to enter into a Purchase and Sale Contract with Amazon.com Services LLC. (Todd Verciglio)

BACKGROUND:
Initiated by: Todd Verciglio

The property is located at the corner of South Sunset Avenue and Monksdale Road, Roswell, Chaves County, New Mexico.

FINANCIAL CONSIDERATION:
The total purchase price for the Property shall be $60,240.00. This property was independently appraised at $60,240.00 for the 7.53 Acres.

LEGAL REVIEW:
The City Attorney has reviewed the Purchase and Sale Contract from Amazon.com Services LLC., and this item has been submitted to Legal for review.

BOARD AND COMMITTEE ACTION:
Legal Committee will be the first to consider this item.

STAFF RECOMMENDATION:
Ordinance 25-XX: consider recommendation to authorize to advertise for a public hearing to consider recommending to authorize to advertise for a public hearing for Ordinance 25-XX: An Ordinance for the sale of Real Property and approval for the City of Roswell to enter into a Purchase and Sale Contract with Amazon.com Services LLC.

Attachments
Amazon Land Sale Ordinance
Signed Purchase & Sale Agreement
Appraisal Sunset & Monksdale
Communication Letter

ORDINANCE 25-XX
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. AMAZON.COM SERVICES LLC, a Delaware limited liability company, 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 7.53 acres located at South Sunset Avenue and Monksdale Road, Roswell, Chaves County, New Mexico (the "Land"), as approximately shown on Exhibit A of the PURCHASE AND SALE CONTRACT, Exhibit 1.

SECTION 2. **PURCHASE PRICE-** The total purchase price for the Property shall be SIXTY THOUSAND TWO HUNDRED FORTY AND NO/100 DOLLARS ($60,240.00). The Purchase Price, subject to any prorations set forth in Section 12 of the PURCHASE AND SALE CONTRACT shall be paid to Seller at closing as hereinafter defined (the "Closing"). This property was independently appraised at $60,240.00, 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 ___,

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

Docusign Envelope ID: EA891436-F062-47D1-BBBE-AF9F9C4A2C02

CONFIDENTIAL
WNM6

PURCHASE AND SALE CONTRACT ("Contract")
(NEC of South Sunset Avenue & Monksdale Road, Roswell, Chaves County, New Mexico)

This Contract is entered into by the **CITY OF ROSWELL, a New Mexico municipal corporation** ("**Seller**"), and **AMAZON.COM SERVICES LLC, a Delaware limited liability company** ("**Purchaser**").

IN CONSIDERATION of the promises and mutual covenants herein set forth, Seller and Purchaser agree to the purchase and sale of the Property (defined below), in accordance with the following terms and conditions:

1. Property. The property will be comprised of the following (the "**Property**"): Land totaling **approximately 7.53 acres** located at **South Sunset Avenue and Monksdale Road, Roswell, Chaves County, New Mexico** (the "**Land**"), as approximately shown on **Exhibit A**; all right, title and interest of Seller, if any, in and to any and all appurtenances, strips or gores, roads, easements, streets, alleys, drainage facilities and rights-of-way bounding the Land; all utility capacity, utilities, water rights, licenses, permits, entitlements, and bonds, if any, and all other rights and benefits attributable to the Land; and all rights of ingress and egress thereto (collectively, the "**Additional Interests**").

As of the Effective Date, the Land is part of the tax parcel legally described in **Exhibit A-1** (the "**Parent Parcel**"). Following the Effective Date, Purchaser will, at Purchaser's expense, prepare a tentative map (the "**Plat Map**") to subdivide the Parent Parcel to create a separate legal description for the Land (the "**Subdivision**").

2. Purchase Price. The purchase price for the Property will be $60,240.00 (the "**Purchase Price**"), subject to any prorations set forth in Section 12 below. The Purchase Price will be payable to Seller in cash or by wire transfer of good funds to Title Company for payment to Seller at Closing (defined below).

3. Earnest Money; Independent Consideration.

(a) Earnest Money. Within 10 days after the Effective Date, Purchaser will deposit with Chicago Title Insurance Company, Attention: Darnella Ward, Email: Darnella.Ward@ctt.com ("**Title Company**"), the sum of **$10,000.00** as earnest money hereunder (the "**Earnest Money**"). The Earnest Money will be deposited by Title Company and held in an interest-bearing account until Closing, with the interest credited to Purchaser as part of the Earnest Money. The entire Earnest Money will be applied towards the Purchase Price at Closing, or will be otherwise held and disbursed as herein provided.

(b) Independent Consideration. As independent consideration for the rights granted to Purchaser, Purchaser has paid to Seller the sum of $100.00 as part of the Earnest Money, the receipt and sufficiency of which are hereby acknowledged (the "**Independent Consideration**"). The Independent Consideration is non-refundable and will be applied against the Purchase Price at Closing.

4. Due Diligence Documents. The following documents will be delivered to Purchaser:

(a) Title Commitment. During or prior to the Inspection Period, Purchaser will, at Purchaser's expense, order a current commitment from Title Company (the "**Title Commitment**") committing the Title Company to issue an ALTA owner's policy of title insurance with extended coverage in the full amount of the Purchase Price (the "**Title Policy**"). The Title Policy shall insure good and marketable fee simple title to the Property in Purchaser, in the amount of the Purchase Price, subject only to the Permitted Exceptions (defined below).

(b) Survey. Within 5 business days after the Effective Date, Seller will deliver to Purchaser a true, complete and correct copy of Seller's most recent survey of the Property, if any (the "**Existing Survey**"). Purchaser may, at Purchaser's option and expense, commission a new ALTA survey or updated Existing Survey conforming with ALTA standards (the "**Survey**"). The Survey will be certified to Seller, Purchaser and Title Company and will

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show the total number of acres comprising the Land. For purposes of the property description to be included in the Deed (defined below), Title Policy (defined below) and other documents to be delivered pursuant to Sections 10 and 11, the field notes prepared by the surveyor on the Survey will control any conflicts or inconsistencies and will be incorporated upon completion and included as the property description in the Deed and the Title Policy.

(c) Documents. Within 5 business days after the Effective Date, Seller will deliver to Purchaser true, correct, and complete copies of all documents pertaining to the development, ownership and/or operation of the Property, including but not limited to, any leases, licenses or other agreements permitting any party to possess, occupy or enter into all or any portion of the Property; economic development incentives, subsidies or other public financing/assistance documents relating to the Property; agreements that specify the contractors, subcontractors, labor, or vendors that can perform work at the Property; and land use approvals, licenses, permits, and final certificates of occupancy relating to any buildings located on the Land; evidence of zoning for the Property (collectively, the "**Documents**").

(d) Review of Title, Survey, and Documents. Purchaser will have until 11:59 p.m., Pacific Time, on that date which is **150 days after the Effective Date** ("**Title Review Period**"), to review and approve the matters reflected in the Title Commitment and Survey. If Purchaser determines that the Title Commitment and Survey reflect or disclose any defect, exception, or other matter affecting the Property unacceptable to Purchaser in its sole and absolute discretion, then Purchaser will notify Seller of Purchaser's objections prior to the expiration of the Title Review Period ("**Objection Notice**"). If Seller fails to cure Purchaser's objections within 10 days after Seller's receipt of the Objection Notice (the "**Seller's Cure Period**"), Purchaser may, as its sole and exclusive remedy, terminate this Contract by providing written notice of termination to Seller within 10 business days after the expiration of Seller's Cure Period, whereupon this Contract will be terminated, Seller will retain the Independent Consideration, and the Earnest Money will be refunded to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than those obligations which expressly survive termination of this Contract. If Purchaser fails to terminate this Contract within that period, Purchaser will be deemed to have approved and waived any objection to the matters contained in the Title Commitment, Survey, and Documents. If Title Company issues a supplement or amendment to the Title Commitment showing additional title exceptions (each, an "**Amended Report**"), Purchaser will have 10 days from the date of receipt of each Amended Report and a copy of each document referred to in the Amended Report in which to give written notice (each, a "**Supplemental Title Notice**") to Seller of its objection to any additional matter affecting the Property that is unacceptable to Purchaser, in Purchaser's sole and absolute discretion, shown in such Amended Report. If Seller fails to cure Purchaser's objections within 10 days after Seller's receipt of the Supplemental Title Notice (each, a "**Seller's Supplemental Title Cure Period**"), Purchaser may elect, as its sole and exclusive remedy, to terminate this Contract by providing written notice of termination to Seller within 10 business days after the expiration of each Seller's Supplemental Title Cure Period, whereupon this Contract will be terminated, Seller will retain the Independent Consideration, and the Earnest Money will be refunded to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than those that expressly survive termination of the Contract. If Purchaser fails to terminate this Contract within such period, Purchaser will be deemed to have approved and waived any objection to the additional matters contained in such Amended Report. All matters shown under Schedule B – Section II of the Title Commitment, any Amended Report and by the Survey to which Purchaser has not objected or Purchaser has waived as provided herein will be considered to be "**Permitted Exceptions.**" Notwithstanding the foregoing, under no circumstances will Purchaser be required to object to any monetary liens created through Seller or other matters shown on Schedule "B – Section I" thereto which pertain to Seller, all of which will be released or satisfied by Seller at its expense prior to Closing.

5. Feasibility Contingency.

(a) The obligations of Purchaser under this Contract and consummation of Closing are, in Purchaser's sole and absolute discretion, subject to Purchaser performing due diligence, reviewing the Documents, completing an inspection of the Property, and determining, in Purchaser's sole and absolute discretion, that it is feasible for

Purchaser to own and operate the Property in a manner and upon terms and conditions satisfactory to Purchaser (collectively, "**Due Diligence Activities**"). Purchaser will have until 11:59 p.m., Pacific Time, on that date which is **180 days after the Effective Date** (as may be extended pursuant to Section 5(d) below, the "**Inspection Period**"), to perform such Due Diligence Activities as Purchaser may desire in its sole and absolute discretion, including, but not limited to, invasive testing, such as soil borings, installation of groundwater monitoring wells and collection of soil and groundwater samples in connection with a Phase II environmental assessment. During the Inspection Period, Purchaser may file applications with applicable governing authorities for approval to plat or replat the Property for its planned development, and to obtain development commitments, entitlements, permits and approvals, all as may be deemed necessary by Purchaser in connection with its contemplated use and development of the Property (collectively, all of the foregoing commitments, entitlements, permits, and approvals are the "**Approvals**"), and Seller agrees to cooperate with Purchaser and execute such documents reasonably required in connection with the Approvals. Such Approvals will not impose any burden or be binding upon the Property prior to Closing, nor impose any cost or liability on Seller, except to the extent consented to by Seller, which consent will not be unreasonably withheld.

(b) Prior to any entry upon the Property by Purchaser, or its contractor, agent, employee, consultant, or other third party at Purchaser's direction (each, a "**Purchaser Consultant**"), Purchaser and any Purchaser Consultant entering the Property shall maintain liability insurance coverage issued with combined single limits of not less than $2,000,000 per occurrence, which limit may be satisfied by any combination of primary and excess or umbrella policies, includes Seller as an additional insured on a primary and noncontributory basis, and, if requested by Seller in writing, will provide Seller with proof of such coverage. Seller acknowledges that Purchaser has furnished Seller with a Memorandum of Insurance evidencing the insurance required to be maintained under this Contract (at www.amazon.com/moi). The referenced Memorandum of Insurance reflects Purchaser's insured status. Any Purchaser Consultant that seeks to perform invasive testing or collect samples from the Property shall maintain pollution liability insurance with limits of not less than $2,000,000, and shall provide evidence that Seller is named as an additional insured on such policy prior to entering the Property.

(c) Purchaser and Purchaser Consultants may enter upon the Property at all reasonable times during the term of the Contract to conduct engineering, environmental and geotechnical studies or any other inspections or tests. Purchaser will indemnify and hold Seller harmless from and against any and all losses or costs incurred by Seller due to any injuries to persons or damage to the Land resulting from such studies, inspections, and/or tests, and if Purchaser fails to close its acquisition of the Property pursuant to this Contract, Purchaser will restore any material damage to the Land caused by Purchaser or Purchaser Consultants to a reasonable equivalent of its pre-inspection condition; provided, however, that Purchaser shall not be obligated to indemnify or hold Seller harmless from any losses or costs arising out of or relating to (i) acts or omissions of Seller, its agents, or representatives; (ii) Hazardous Materials (defined below) not first placed on the Property by Purchaser or Purchaser Consultants; or (iii) mere discovery of conditions, facts, or circumstances that adversely affect (or may adversely affect) the value of the Property. Purchaser's obligations under this Section shall survive termination of this Contract for a period of 12 months.

(d) Purchaser may extend the Inspection Period for up to **2 additional periods of 60 days each** by (i) delivering to Seller and Title Company written notice of Purchaser's election to extend the Inspection Period then in effect, prior to the expiration of the Inspection Period, and (ii) depositing with Title Company the sum of **$5,000.00** ("**Extension Fee**") within 10 days after the expiration of the Inspection Period then in effect. The Title Company shall hold the Extension Fee in an interest-bearing account until Closing. The Extension Fee (and interest on such Extension Fee) will constitute additional Earnest Money and will be applied against the Purchase Price at Closing, but will be non-refundable to Purchaser if Purchaser elects a discretionary termination of the Contract during the Inspection Period as provided in this Section.

(e) If Purchaser elects to proceed with Closing, then Purchaser will notify Seller and Title Company in writing (the "**Approval Notice**") prior to the expiration of the Inspection Period. Unless the Approval Notice is

previously delivered to Seller, upon the expiration of the Inspection Period, Title Company will promptly return the Earnest Money to Purchaser and, provided that Seller is not in default hereunder beyond applicable cure periods, will disburse any Extension Fee on deposit to Seller, and all obligations of the parties under this Contract will terminate, excepting those obligations that expressly survive termination. In addition, if Purchaser notifies Seller during the Inspection Period that it does not intend to proceed with the acquisition of the Property (for any reason or no reason in Purchaser's sole and absolute discretion), then Title Company will promptly return the Earnest Money to Purchaser and, provided that Seller is not in default hereunder beyond applicable cure periods, will disburse any Extension Fee on deposit to Seller, and all obligations of the parties under this Contract will terminate, except for those obligations that expressly survive termination of this Contract.

6. Representations, Warranties and Covenants of Seller. Seller hereby represents, warrants, and covenants to Purchaser as follows, which representations and warranties contained in this Section are made by Seller both as of the Effective Date and as of the Closing Date, and will survive Closing for a period of twelve (12) months thereafter:

(a) Formation; Existence. Seller is a municipal corporation duly formed, validly existing, and in good standing under the laws of the State of New Mexico, and is qualified to do business in the jurisdiction where the Property is located, to the extent as may be required by applicable law.

(b) [Reserved.]

(c) No Assignment or Encumbrance. Seller further covenants and agrees with Purchaser that, from the Effective Date until Closing, Seller will not sell, assign, or convey any right, title, or interest whatsoever in or to the Property, or create or permit to exist any lien, security interest, easement, encumbrance, charge, or condition affecting the Property (other than the Permitted Exceptions) without promptly discharging the same prior to Closing.

(d) No Actions. There are no actions, suits, or proceedings pending or, to the best of Seller's Knowledge, threatened against Seller or otherwise affecting any portion of the Property, at law or in equity, or before or by any federal, state, municipal, or other governmental court, department, commission, board, bureau, agency, or instrumentality, domestic or foreign. Until the Closing Date or sooner termination of this Contract, Seller will not seek any zoning changes for the Property without the prior approval of Purchaser.

(e) Authority. The execution by Seller of this Contract and the consummation by Seller of the sale contemplated hereby have been duly authorized, and do not, and, at the Closing Date, will not, result in a breach of any of the terms or conditions of, or constitute a default under any indenture, agreement, instrument, or obligation to which Seller is a party or by which any portion of the Property is bound. No consent of any lender or any other party is required for Seller to enter into this Contract, subject to final approval of the governing body pursuant to 3-54-1 NMSA 1978.

(f) Continued Maintenance. From the Effective Date through the Closing Date, Seller will: (i) continue to maintain the Property in its present condition, (ii) not make any alterations or improvements to the Property or on the Land, nor demolish any of the Property and (iii) maintain its existing insurance policies for the Property.

(g) Leases. From the Effective Date through the Closing Date, Seller will not enter into any lease, occupancy agreement, license, or other agreements or rights with respect to the use or occupancy of any portion of the Property without Purchaser's prior written consent, and no leases, occupancy agreements, licenses, or rights of parties in possession affect the Property as of the Effective Date and none will affect the Property at Closing.

(h) No Agreements. From the Effective Date through the Closing Date, Seller will not enter into or amend any oral or written agreements affecting the Property which might become binding on Purchaser or the Property at or after Closing without Purchaser's written consent.

(i) Compliance with Laws. The Property is not the subject of any outstanding order or notice concerning violation of zoning, subdivision, building or similar law, ordinance, code, regulation or governmental permit and Seller has cured any such order or notice of violation which Seller has received.

(j) Environmental.

(1) "**Environmental Requirements**" means any and all existing or future federal, state, regional, local ordinances, codes, rules, regulations, common law, or other requirements of any governmental entities or legislative authorities relating to the protection of human health or the environment or natural resources or exposure to Hazardous Materials, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*; the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*; the federal Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the federal Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11001 *et seq.*; the federal Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq.*; the federal Oil Pollution Act, 33 U.S.C. § 2701 *et seq.*; the federal Insecticide, Fungicide, and Rodenticide Act, Federal Pesticide Act, 7 U.S.C. § 136 *et seq.*; the Federal Endangered Species Act, 16 U.S.C. § 1531, *et seq.*; the federal Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Federal Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; and the Occupational Safety and Health Act 29 U.S.C. § 651 *et seq.*; all state and local counterparts thereto; and any regulations, policies, permits, or approvals promulgated or issued thereunder, as these laws, rules and regulations were in the past or are currently in effect at the relevant time period. "**Hazardous Materials**" means any hazardous or toxic substance, material, waste, pollutant, or contaminant, whether in solid, semisolid, liquid or gaseous form, including without limitation, asbestos, polychlorinated biphenyls, petroleum, petroleum distillate, petroleum by-products, lead-based paint, microbial growth, mycotoxin, fungus, and any material or substance listed or defined as "hazardous substance," "hazardous waste," "hazardous material," "toxic waste," or "toxic substance" under any Environmental Requirements.

(2) During the period that Seller has owned the Property, there is not now nor has there been any storage, production, transportation, disposal, recycling, treatment, or release of any Hazardous Materials on or in the Property. Seller has complied with all Environmental Requirements. To the best of Seller's Knowledge, and except as disclosed in the Documents, there are no wells, sumps, clarifiers, underground storage tanks, covered surface impoundments, or other sources of Hazardous Materials or contaminants on the Property, or previously located on the Property and subsequently removed.

(3) To the best of Seller's Knowledge, prior to Seller's acquisition of the Property there was no storage, production, transportation, disposal, treatment or release of any Hazardous Materials on or in the Property.

Seller is not the subject of any outstanding order with or from any governmental authority respecting (i) Environmental Requirements, (ii) Remedial Action, or (iii) any release or threatened release of a Hazardous Material. "**Remedial Action**" means all actions undertaken pursuant to or in accordance with Environmental Requirements to (w) clean up, remove, remediate, treat or in any other way address any Hazardous Material, (x) prevent the release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (y) perform pre-remedial studies and investigations or post-remedial monitoring and care, and (z) respond to or correct a condition of noncompliance with Environmental Requirements.

(4) Seller has provided to Purchaser all audits, assessments, studies, reports, analyses, results of investigations, or other information related to health, safety, or the environment with respect to the Property that have been performed during Seller's ownership of the Property, or which relate to periods prior to Seller's ownership of the Property and have been provided to Seller.

(k) Condemnation. There is no pending, nor to Seller's Knowledge threatened, condemnation or similar proceedings affecting the Property.

(l) OFAC Compliance. Seller has not been and will not be a person or entity described by Sec. 1 of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (Sept. 24, 2001) and has not been and will not be a person or entity with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or executive order of the President of the United States, and to its knowledge, has not and will not engage in any dealings or transactions, at any time otherwise associate, with any such persons or entities.

(m) Bankruptcy. There is no bankruptcy, insolvency, rearrangement or similar action or proceeding, whether voluntary or involuntary, pending or, to Seller knowledge, threatened against Seller.

As used herein, the term "**Seller's Knowledge**" or any variation thereof shall mean the knowledge of **Jessica Vickers** ("**Seller's Knowledge Party**"). Seller represents and warrants to Purchaser that Seller's Knowledge Party is the individual owning an interest in the Property or employed by Seller who has the most knowledge and information concerning the Property.

7. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as follows, which representations and warranties contained in this Section are made by Purchaser both as of the Effective Date and as of the Closing Date, and will survive Closing for a period of twelve (12) months after the Closing Date:

(a) Formation; Existence. Purchaser is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Delaware, and is qualified to do business in the jurisdiction where the Property is located, to the extent as may be required by applicable law.

(b) Authority. The execution by Purchaser of this Contract and the consummation by Purchaser of the purchase contemplated hereby have been duly authorized, and do not, and, at the Closing Date, will not, result in a breach of any of the terms or conditions of, or constitute a default under any indenture, agreement, instrument, or obligation to which Purchaser is a party. No consent of any other party is required for Purchaser to enter into this Contract.

(c) Untrue Statement. None of the representations, warranties, or covenants made by Purchaser under this Contract contains any untrue statements of material fact or omits a material fact necessary in order to make the statements not misleading.

8. Closing Conditions.

(a) Purchaser's Closing Conditions. The Closing and Purchaser's obligations with respect to the transaction provided for in this Contract are subject to the satisfaction or waiver by Purchaser of the following conditions (collectively, the "**Purchaser Closing Conditions**"):

(1) Representations and Warranties. All representations and warranties of Seller contained herein will be true, accurate, and complete in all material respects at the time of Closing as if made again at such time.

(2) Seller Obligations. Seller will have performed all obligations to be performed by Seller hereunder on or before Closing (or, if earlier, on or before the date set forth in this Contract for such performance) and complied with all Seller's covenants set forth in this Contract.

(3) Condition of Property. At Closing, title to the Property will be free and clear of all liens, encumbrances, covenants, restrictions, rights-of-way, easements, leases, and other matters affecting title, except for the Permitted Exceptions and Title Company will deliver the Title Policy, or Title Company's irrevocable commitment to issue the Title Policy, to Purchaser. At Closing, there shall have been no material, adverse changes in the environmental condition of the Property.

(4) Suits or Proceedings. No action, suit, or proceeding will be pending or threatened before any court, administrative agency, or arbitrator wherein an unfavorable injunction, order, decree, ruling, or charge would: (i) prevent consummation of this Contract; (ii) cause this Contract to be rescinded following consummation; or (iii) adversely affect the right of Purchaser after the Closing Date to own, quietly enjoy, use and control the Property.

(5) Subdivision. Purchaser shall have obtained all necessary approvals for the Subdivision so as to allow Seller to convey the Property to Purchaser as a separate legal lot.

(b) Failure of Purchaser Closing Condition. If any of the above Purchaser Closing Conditions cannot be met prior to Closing, then Purchaser may terminate this Contract by written notice to Seller, whereupon this Contract will be terminated, Seller will retain the Independent Consideration, and Title Company will refund the Earnest Money and any Extension Fee to Purchaser, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations hereunder other than those which survive termination of this Contract as expressly set forth herein. Notwithstanding the foregoing, if any of the Purchaser Closing Conditions cannot be met to Purchaser's satisfaction prior to Closing due to Seller's breach of its obligations or covenants set forth in this Contract, Purchaser shall have the rights and remedies set forth in Section 16(a) below.

(c) Seller's Closing Conditions. Seller's sale of the Property is subject to satisfaction of the following conditions prior to Closing (collectively, the "**Seller Closing Conditions**"):

(i) Representations and Warranties. All representations and warranties of Purchaser contained herein will be true, accurate, and complete in all material respects at the time of Closing as if made again at such time.

(ii) Purchaser Obligations. Purchaser will have performed all obligations to be performed by Purchaser hereunder on or before Closing (or, if earlier, on or before the date set forth in this Contract for such performance).

(d) Failure of Seller Closing Condition. If any of the above Seller Closing Conditions cannot be met prior to Closing, then Seller may terminate this Contract by written notice to Purchaser, whereupon this Contract will be terminated, Seller will retain the Independent Consideration, and Title Company will, provided that Seller is not in default hereunder beyond applicable cure periods, release the Earnest Money and any Extension Fee on deposit to Seller, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations hereunder other than Purchaser's indemnity of Seller as provided in Section 5.

9. Closing. The closing ("**Closing**") will take place on a date ("**Closing Date**") selected by Purchaser which is on or before the date that is **30 days after the expiration of the Inspection Period (as the same may be extended)**, unless Purchaser terminates this Contract prior to such date in accordance with this Contract. Purchaser will notify Seller at least 5 business days in advance of the exact Closing Date, which Closing Date may occur prior to the expiration of the Inspection Period (as the same may be extended) at Purchaser's election; if no such notice is given, then the Closing Date will be on the date which is the **30 days following the expiration of the Inspection Period (as the same may be extended)**. At Closing, Seller shall provide assurances and acknowledgements to Title Company concerning the potential "gap" between Title Company's most recent title insurance examination and the actual recording of the Deed (which may be after the Closing) as may be reasonably requested by Title Company.

There shall be no requirement that Seller and Purchaser physically attend Closing, and all funds and documents to be delivered at Closing shall be delivered to Title Company unless the parties hereto mutually agree otherwise.

10. Seller's Obligations at Closing. At the Closing, Seller will duly execute and deliver to Title Company, at Seller's expense, the following:

(a) Deed. An original warranty deed in a form reasonably acceptable to Purchaser and Title Company (the "**Deed**"), duly signed and acknowledged by Seller, which Deed will convey to Purchaser, its designee and/or its assigns good and indefeasible fee simple title to the Property free and clear of all liens, rights-of-way, easements, leases, and other matters affecting title to the Property, except for the Permitted Exceptions.

(b) Title Policy. All documentation required of the Seller for the Title Company to issue the Title Policy to Purchaser (the cost of the premium for such Title Policy to be allocated between the parties in accordance with Section 12(a) below).

(c) Non-Foreign Affidavit. A non-withholding statement in the form of **Exhibit B** attached hereto (the "**Non-Foreign Affidavit**").

(d) Evidence of Authority. Such documents as may be reasonably required by Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property.

(e) Owner's Affidavit. One (1) original Owner's Affidavit in a form acceptable to Title Company to cause Title Company to issue the Title Policy including ALTA Extended Coverage with an ALTA 9.1-06 Endorsement (Restrictions, Encroachments, Minerals - Owner's Policy - Unimproved Land) without any exception for any parties in possession and without any exception for any mechanic's liens that may be recorded as a result of any work performed prior to the Closing Date.

(f) Other Documents. Such other documents as Title Company may reasonably require to consummate this transaction.

(g) Possession. Possession of the Property shall be delivered at Closing It shall be Seller's responsibility, at Seller's cost, to vacate all tenants occupying the Property prior to Closing. Seller shall remove any personal property, garbage, debris, and waste from the Property prior to Closing.

11. Purchaser's Obligations at Closing. At Closing, Purchaser will deliver to Seller, at Purchaser's expense, the following:

(a) Purchase Price. The Purchase Price plus any prorations and Purchaser's share of closing costs as set forth in Section 12 below.

(b) Evidence of Authority. If required by the Title Company, a certificate of Senior Corporate Counsel evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of Purchaser in connection with the purchase of the Property.

(c) Other Documents. Such other documents as Title Company may reasonably require to consummate this transaction.

12. Costs and Adjustments.

(a) Taxes and Closing Costs. Seller shall be entitled to receive any income in respect of the Property and shall be obligated to pay all expenses in respect of the Property for all time periods prior to and including the day prior to the Closing Date. All ad valorem taxes levied or assessed against the Property by applicable taxing authorities, including the current installment for any assessment (special, bond, or otherwise), will be prorated between Purchaser and Seller on a "accrual basis" as of the date of Closing pursuant to the provisions of this Section 12(a). The apportionment of taxes will be upon the basis of the tax rate for the current year of Closing, provided, in the event that the current year's real estate taxes are not available as of the Closing Date, the proration shall be based upon one hundred five percent (105%) of the amount of the most recently available tax bill with Seller responsible for the payment of Taxes up to and including date of Closing, notwithstanding that taxes for the year of Closing may not be assessed until the following year. Such proration and credit at Closing shall be deemed final and not subject to reproration or other adjustment. If the Land is assessed as a part of a larger tax parcel, then taxes will be prorated based on the Land's percentage of the total land area included in the tax parcel; and adjustments in the prorations will be made if necessary upon receipt of the tax statements for the year of Closing, and both parties agree that payment of the amount of such adjustments will be made within thirty (30) days of receipt of such tax statements for the year of Closing. If the Land is assessed as a part of a larger tax parcel, Seller will pay at Closing, or deposit in escrow with Title Company, the prorata share of the taxes attributable to that portion of the tax parcel not constituting a part of the Land. Notwithstanding the foregoing, Seller will be responsible for and will indemnify Purchaser against any and all rollback taxes and other taxes assessed from and after Closing which are attributable to the period prior to Closing due to a change in land use, ownership or otherwise. If rollback taxes will be assessed, Seller will pay or escrow with Title Company an amount determined by Title Company to be sufficient for payment in full of the rollback taxes assuming a change in use at Closing. Seller and Purchaser will each be responsible for the fees and expenses of their respective attorneys and one-half of the escrow fees charged by Title Company. Seller will pay for (a) the costs of the tax certificates, if any; (b) all documentary and other transfer taxes payable, if any, in connection with the recordation of the Deed; (c) recording fees related to the Deed; (d) one-half of the cost of the Survey; and (e) the premium for the standard coverage portion of the Title Policy. Purchaser will pay for the costs of (x) the premium for the extended coverage portion of the Title Policy and any endorsements Purchaser desires to obtain to the Title Policy; and (y) one-half of the cost the Survey. Any other expenses, charges, and fees of Closing not otherwise specifically allocated herein or incurred by a specific party, will be borne by the parties in accordance with the general custom and practice in the county where the Property is located, or if no such custom or practice exists, they will be borne equally between the parties, or as otherwise agreed to by the parties.

(b) Other Income and Expenses. All other income and ordinary operating expenses for or pertaining to the Property, including public utility charges, maintenance and service charges, and all other normal operating charges of the Property, will be prorated as of the Closing Date; provided that Purchaser will not be obligated for payments under any management, service, or other contractual agreements affecting the Property and the same will be terminated prior to Closing unless Purchaser expressly elects to assume the same.

(d) Adjustments. If any adjustments pursuant to this Section 12 are determined to be erroneous, then the party who is entitled to additional monies will invoice the other party for such additional amounts as may be owing, and such amounts will be paid within sixty (60) days from the receipt of any such invoice; provided that no amounts may be so billed following the expiration of one (1) year after the Closing Date, and either party may dispute any such claim.

13. [Reserved.]

14. Destruction/Condemnation of Property. If all or any portion of the Property is damaged or destroyed by any casualty or is the subject of a taking or condemnation under eminent domain law after the Effective Date but prior to the Closing Date, Seller will have no obligation to repair or replace any damage or destruction caused by the foregoing, but the following will apply at Closing: (i) in the event of a casualty, Seller will assign the insurance proceeds to Purchaser; and (ii) in the event of a taking, or condemnation, Seller will assign to Purchaser its rights to any condemnation proceeds resulting from such taking. Notwithstanding the foregoing, if such casualty,

condemnation, or taking is a Material Event (defined below), then Purchaser may elect to terminate this Contract by written notice to Seller given on or before the Closing Date, and upon such termination, any Earnest Money and any Extension Fee will be returned to Purchaser and the parties will have no further liability or obligation hereunder. As used in this Section, a "**Material Event**" means either of the following: (a) a casualty resulting in damage or destruction to the Property, if the cost to restore the Property to its condition immediately prior to such casualty is reasonably estimated to exceed $100,000.00; or (b) a casualty, taking, or condemnation which would impede access to the Property, reduce available parking below that required by laws or any applicable agreements affecting the Property, or otherwise impede Purchaser's planned use or development of the Property.

15. Notices. All notices, approvals, consents, requests, or demands required or permitted to be given by either party will be delivered via email only, properly addressed to the email addresses set forth on **Addendum 1**, except where physical delivery is required by Legal Requirements ("**Required Notice**"). When a notice must be delivered by a deadline set forth in this Contract, notice must be delivered by 5:00 p.m. Pacific Time on the deadline date. For a Required Notice, notice shall be given: (a) personally; (b) by depositing with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested; (c) by a nationally-recognized delivery service providing proof of delivery; or (d) by email, provided that, for delivery pursuant to this clause (d), a copy is also sent pursuant to either clause (a), (b), or (c) above within two (2) business days. Each party agrees to promptly deliver confirmation of receipt of email notice to the other party, provided failure by a party to acknowledge receipt shall have no bearing on the determination of delivery. Except for email notice, which is deemed delivered at the time it is sent, notice is deemed given upon delivery (or, in the case of delivery via the method described in (b), the earlier of delivery or three (3) days following the date of depositing), or when delivery is refused. If any notice or other communication to be delivered by e-mail attachment as provided above cannot be transmitted because of a problem affecting the receiving party's computer (including, without limitation file size limitations), the notice must be re-sent and the deadline for receiving such notice or other communication shall be extended through the next business day. Either party may change its notice address by giving notice in the manner set forth above. Each party agrees that notices sent to the address(es) shown on **Addendum 1** are all of the parties who comprise such party who are entitled to notice under this Contract. The attorneys for any party hereto shall be entitled to provide any notice that a party desires to provide or is required to provide hereunder.

16. Remedies.

(a) If Seller fails to timely comply with all conditions, covenants, and obligations hereunder, or any of the representations and warranties of Seller contained herein are untrue, such failure or misrepresentation will be an event of default by Seller, and Purchaser will not be obligated to consummate Closing and may (i) terminate this Contract by providing written notice of such termination to Seller, whereupon this Contract will be terminated, Seller will retain the Independent Consideration, but the Earnest Money and any Extension Fee will be refunded to Purchaser, and Seller will reimburse Purchaser for its out-of-pocket expenses incurred in connection with this Contract and its due diligence, and thereafter neither Seller nor Purchaser will have any continuing rights or obligations other than those that expressly survive termination hereunder; and/or (ii) exercise any rights or remedies as may be available to Purchaser at law or in equity, including enforcing specific performance of this Contract. Notwithstanding anything to the contrary contained herein, an event of default by Seller will not be deemed to have occurred unless and until Seller has failed to cure within ten (10) days of receipt of notice from Purchaser of such default. The requirements of this Section 16(a) shall survive termination of this Contract. Purchaser shall have all rights and remedies available at law or equity in the event any of the representations and warranties of Seller contained in this Contract are found to be untrue after Closing.

(b) IF PURCHASER FAILS TO CLOSE THE TRANSACTION CONTEMPLATED HEREUNDER AS MAY BE REQUIRED PURSUANT TO THE TERMS HEREOF, EXCEPT DUE TO A DEFAULT BY SELLER, SUCH FAILURE WILL BE AN EVENT OF DEFAULT BY PURCHASER ("**PURCHASER DEFAULT**") AND SELLER, AS ITS SOLE AND EXCLUSIVE REMEDY, MAY TERMINATE THIS CONTRACT AND RECEIVE FROM TITLE COMPANY THE EARNEST MONEY DEPOSITED WITH TITLE

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COMPANY AS LIQUIDATED DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, A PURCHASER DEFAULT WILL NOT BE DEEMED TO HAVE OCCURRED UNLESS AND UNTIL PURCHASER HAS FAILED TO CURE WITHIN 10 DAYS OF RECEIPT OF NOTICE FROM SELLER OF SUCH DEFAULT. THE EARNEST MONEY IS AGREED UPON BY AND BETWEEN SELLER AND PURCHASER AS LIQUIDATED DAMAGES DUE TO THE DIFFICULTY AND INCONVENIENCE OF ASCERTAINING AND MEASURING ACTUAL DAMAGES, AND THE UNCERTAINTY THEREOF, AND NO OTHER DAMAGES, RIGHTS OR REMEDIES WILL IN ANY CASE BE COLLECTIBLE, ENFORCEABLE OR AVAILABLE TO SELLER AGAINST PURCHASER, AND SELLER WILL ACCEPT THE EARNEST MONEY AS SELLER'S TOTAL DAMAGES AND RELIEF, SELLER HEREBY WAIVING ANY OTHER RIGHTS OR REMEDIES TO WHICH IT MAY OTHERWISE BE ENTITLED. THE FOREGOING LIMITATIONS WILL NOT APPLY TO PURCHASER'S INDEMNITIES PURSUANT TO SECTION 5(C). THE REQUIREMENTS OF THIS SECTION 16(B) SHALL SURVIVE TERMINATION OF THIS CONTRACT.

Seller's Initials: Initial JV _____ **Purchaser's Initials:** Initial JF _____

17. Confidentiality. Seller will not make public announcements regarding this Contract or Purchaser's proposed purchase of the Property, unless required by law, without Purchaser's prior consent, which Purchaser may withhold in its sole and absolute discretion, and Seller will instruct its brokers, developers, contractors, subcontractors, agents and consultants not to make or issue any public announcement regarding this Contract or Purchaser's proposed acquisition of the Property. All information specifically labeled as "confidential" or that would reasonably be presumed to be confidential, including the terms and conditions of this Contract, and all non-public information relating to Purchaser's acquisition or development of the Property (collectively, "**Confidential Information**"), that is learned by or disclosed to Seller with respect to Purchaser or Purchaser's business in connection with this Contract will be kept strictly confidential by Seller and will not be used (except for Seller's confidential internal purposes, or as otherwise required by Legal Requirements (defined below), or for disclosing to Seller's agents, servants, directors, officers or employees, prospective purchasers or lenders, provided any such party understands and agrees to be bound by the terms of this confidentiality provision) or disclosed to others by Seller, without the express prior consent of Purchaser, which Purchaser may withhold in its sole and absolute discretion. As used above, the term "**Legal Requirements**" means all applicable federal, state, county and municipal statutes, ordinances, codes, rules, regulations and requirements. The provisions of this Section 17 will survive Closing or the termination of this Contract.

18. Exclusivity. Between the Effective Date and the Closing Date (or earlier termination of this Contract as provided herein), Seller will not negotiate, or enter into, any agreement pertaining to the sale, exchange, lease, or transfer of all or any portion of the Property to any person or entity other than Purchaser or its assigns.

19. Assignment. Purchaser may, at its option and at any time during the term of this Contract, assign this Contract without the consent of Seller.

20. Escrow Instructions. The terms of this Contract shall serve as instructions to Title Company, and Title Company agrees to deposit the Earnest Money in an interest-bearing account and to hold and disburse the Earnest Money, and any interest earned thereon, as provided herein. Seller and Purchaser shall execute and deliver to Title Company any additional or supplementary instructions as may be necessary to implement the terms of this Contract and close the transactions contemplated hereby, provided such instructions are consistent with and merely supplement this Contract and shall not in any way modify, amend or supersede this Contract. Such supplementary instructions, together with the escrow instructions set forth in this Contract, as they may be amended from time to time by the parties, shall collectively be referred to as the "**Escrow Instructions**." The Escrow Instructions may be amended and supplemented by such standard terms and provisions as the Title Company, as escrow holder, may request the parties hereto to execute; provided, however, that the parties hereto and Title Company acknowledge and agree that in the event of a conflict between any provision of such standard terms and provisions supplied by

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the Title Company and the Escrow Instructions, the Escrow Instructions shall prevail. After the expiration of the Inspection Period, if either party makes a written demand upon Title Company for payment of the Earnest Money, Title Company shall give written notice to the other party of such demand. If Title Company does not receive a written objection from the other party to the proposed payment within five (5) business days after the giving of such notice, Title Company is hereby authorized to make such payment. If Title Company does receive such written objection within such five (5) business day period, Title Company shall continue to hold such amount until otherwise directed by mutually agreed upon written instructions from the parties to this Contract or from an order of a court of competent jurisdiction. However, Title Company shall have the right at any time to deposit the Earnest Money with a court of competent jurisdiction in the state in which the Property is located. Title Company shall give written notice of such deposit to Seller and Purchaser. Upon such deposit, Title Company shall be relieved and discharged of all further obligations and responsibilities hereunder.

21. Miscellaneous.

(a) Interpretation and Applicable Law. This Contract will be construed and interpreted in accordance with the laws of the state where the Property is located, and the jurisdiction and venue with respect to any disputes arising hereunder will be proper only in the city or county in which the Property is located. Where required for proper interpretation, words in the singular will include the plural; the masculine gender will include the neuter and the feminine, and vice versa. The terms "successors and assigns" will include the heirs, administrators, executors, successors and permitted assigns, as applicable, of any party hereto. Time is of the essence in this Contract in all respects.

(b) Amendment. This Contract may not be modified or amended, except by an agreement in writing signed by Seller and Purchaser. Each party may waive any of the Contract's conditions or obligations of the other party, but any such waiver will be effective only if in writing and signed by the party waiving such conditions and obligations.

(c) [Reserved.]

(d) Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Contract. Whenever required by the context of this Contract, the singular shall include the plural and the masculine shall include the feminine and vice versa. The words "include" and "including", and words of similar import, shall be deemed to be followed by the words "without limitation." This Contract shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Contract. All exhibits referred to in this Contract are attached and incorporated by this reference. Unless otherwise specified, in computing any period of time described herein, the day of the act or event upon which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the last day of the period so computed shall be the next succeeding business day. For purposes of this Contract, the term "**business day**" shall mean any day other than Saturday, Sunday, or any day upon which banks in the state where the Property is located are required or permitted to be closed.

(e) Entire Agreement. This Contract (and the items to be furnished in accordance herewith) and that certain Nondisclosure Agreement dated December 30, 2024 ("**NDA**") constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. In the event of any conflict between the NDA and this Contract regarding information about the Property or this Contract, this Contract will control. No representation, warranty, covenant, agreement, or condition not expressed in this Contract and the NDA will be binding upon the parties hereto or will affect or be effective to interpret, change or restrict this Contract.

(f) Multiple Originals and Counterparts; Electronic Documents. This Contract may be executed in any number of copies and counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(g) Real Estate Commission. Except for KBC Advisors and CBRE (collectively, the "**Broker**") to whom Seller will pay a commission (the "**Commission**") pursuant to separate written agreement(s), each party represents and warrants to the other that no broker or finder is connected with or has been engaged by it in connection with any of the transactions contemplated by this Contract. Seller will be obligated to pay any and all commissions or fees which may be due the Broker in connection with the transactions contemplated herein. In the event of a claim for any other broker's or finder's fee or commissions in connection herewith, each party will indemnify the other against any such claims made based upon any act, statement, or agreement alleged to have been made by the indemnifying party.

(h) Legal Holidays. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Contract falls on a Saturday, Sunday, or federal legal holiday, then such date will be extended to the next following date which is not a Saturday, Sunday, or federal legal holiday.

(i) Binding Effect. This Contract will be binding upon and will inure to the benefit of the parties hereto and their successors and assigns.

(j) Waiver of Consequential Damages. Notwithstanding any provision in this Contract to the contrary, neither party will be liable to the other party for consequential damages, such as lost profits or interruption of the other party's business, except that this sentence will not apply to Seller's breach of its confidentiality obligations under this Contract.

(k) Waiver of Jury Trial. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF SELLER AND PURCHASER WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN SELLER AND PURCHASER ARISING OUT OF THIS CONTRACT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

(l) Anti-Corruption. Seller will not knowingly permit anyone to pay bribes to anyone for any reason, whether in dealings with governments or the private sector, or otherwise violate any applicable anti-corruption laws in performing under this Contract. Seller will maintain true, accurate, and complete books and records concerning any payments made to another party by Seller under this Contract, including on behalf of Purchaser. Purchaser and its designated representative may inspect Seller's books and records to verify such payments and for compliance with this Section.

(m) Effective Date. All references in this Contract to the "**Effective Date**" will mean the later of the dates upon which Seller and Purchaser execute this Contract as set forth on the signature page below.

(n) No Waiver. Notwithstanding any law, usage, or custom to the contrary, each party may enforce this Contract in strict accordance with its terms; and the failure to do so will not create a custom contrary to the specific terms, provisions and covenants of this Contract or modify the same, and a waiver by either party to enforce its

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rights pursuant to this Contract will not be a waiver of such party's rights in connection with any subsequent default. No waiver by either party will be deemed to have been made unless expressed in writing and signed by such party.

[Signature Page to Follow]

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EXECUTED to be effective as of the Effective Date.

SELLER:

CITY OF ROSWELL,
a New Mexico municipal corporation

By: Signed by: Jessica Vickers B618CA10220C4A5...

Name: Jessica Vickers

Title: Community Development Director

Date Signed: April 15, 2025

PURCHASER:

AMAZON.COM SERVICES LLC,
a Delaware limited liability company

By: Signed by: Jamie Flynn 418D970738F04F2...

Name: Jamie Flynn

Title: Authorized Signatory

Date Signed: April 14, 2025

RECEIPT OF ONE (1) EXECUTED COUNTERPART OF THIS CONTRACT IS HEREBY ACKNOWLEDGED:

TITLE COMPANY:

CHICAGO TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____
Date Signed: _____

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WNM6

ADDENDUM 1

NOTICE ADDRESSES

PURCHASER'S NOTICE ADDRESS:

Email Notice:

rebros@amazon.com; and
keiths@summitlaw.com

With copies to:
naops-propmgmt@amazon.com;
opsrelegalnotice@amazon.com; and
na-realestate@amazon.com

Required Notice:

c/o Amazon.com, Inc.
Attention: Real Estate Manager (NA Ops: WNM6)
Attention: General Counsel (Real Estate (NA Ops): WNM6)
Attention: NA Ops Asset Management (WNM6)

Each with an address of:
410 Terry Ave. N
Seattle, WA 98109-5210
Telephone: (206) 266-1000

With copies to:
naops-propmgmt@amazon.com; opsrelegalnotice@amazon.com
na-realestate@amazon.com; naops-rent@amazon.com

using the subject line—Re: WNM6, and including the following in the subject or email body:

- site's state or country;
- reason for the notice (e.g., default, cease & desist, bribery or anti-corruption).

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WNM6

SELLER'S NOTICE ADDRESS:

Email Notice:

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

Required Notice:

500 N. Main Street, Suite 100
Roswell, NM 88201

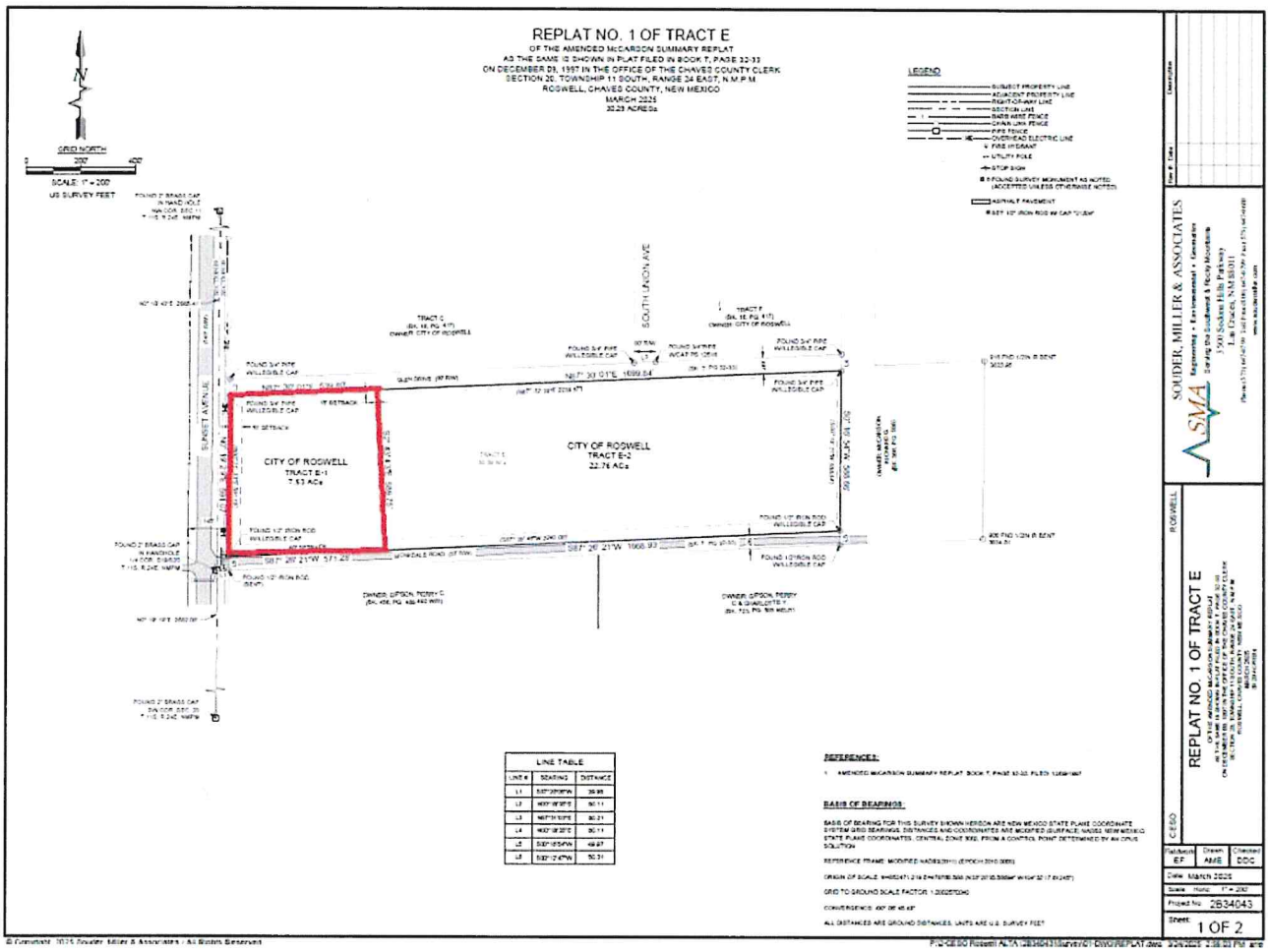
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EXHIBIT A

LAND

"Tract E-1"



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EXHIBIT A-1

PARENT PARCEL

Tract E of Amended McCarson Summary Replat, in the City of Roswell, County of Chaves and State of New Mexico, as shown on the Official Plat filed in the Chaves County Clerk's Office on December 9, 1997, and recorded in Book T of Plat Records, at Page 32-33.

(UPC 4135065117251000000 / Account No. R041407)

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EXHIBIT B

FORM OF CERTIFICATE OF TRANSFEROR OTHER THAN AN INDIVIDUAL (FIRPTA Affidavit)

Section 1445 of the Internal Revenue Code of 1986 (the "**Code**") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445 of the Code), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. **[INSERT IF SELLER IS A SINGLE-MEMBER DISREGARDED LLC: [INSERT NAME OF SELLER ENTITY]**, a _____ is a disregarded entity whose sole owner is [_____], [a Delaware limited liability company] ("**Transferor**")]. To inform _____, a _____, the transferee of certain real property located in _____ County, _____ that withholding of tax is not required upon the disposition of such U.S. real property interest by [**INSERT IF SELLER IS NOT A SINGLE-MEMBER DISREGARDED LLC**: the undersigned ("**Transferor**")] [**INSERT IF SELLER IS A SINGLE-MEMBER DISREGARDED LLC: [INSERT NAME OF SELLER ENTITY]**, a _____, whose sole owner is Transferor,] the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the regulations promulgated thereunder);

2. Transferor's U.S. employer identification number is _____;

3. Transferor's office address is: _____; and

4. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii).

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Date: _____, 20___

_____,
a _____

By: _____
Name: _____
Title: _____

Certificate Of Completion

Envelope Id: EA891436-F062-47D1-BBBE-AF9F9C4A2C02 Status: Completed
Subject: Please DocuSign: City of Roswell (New Mexico) - New Site (Lease or Purchase) - 7.85 acres at S. Suns
Document Type:
Legal VP:
Bulk Send:
Source Envelope:
Document Pages: 20 Signatures: 2
Certificate Pages: 2 Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Aubrey Larkin
ATTN: Legal Department
PO BOX 81226
Seattle, WA 98108
aublark@amazon.com
IP Address: 205.251.233.48

Record Tracking

Status: Original
14-Apr-2025 | 10:02

Holder: Aubrey Larkin
aublark@amazon.com

Location: DocuSign

Signer Events	Signature	Timestamp
Jamie Flynn jamflyn@amazon.com Senior Manager, Transactions Security Level: Email, Account Authentication (None)	Signed by: Jamie Flynn 418D970758F64F2... Signature Adoption: Pre-selected Style Using IP Address: 205.251.233.110	Sent: 14-Apr-2025 | 10:03 Viewed: 14-Apr-2025 | 10:58 Signed: 14-Apr-2025 | 10:58
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Jessica Vickers J.VICKERS@ROSWELL-NM.GOV Community Development Director Security Level: Email, Account Authentication (None)	Signed by: Jessica Vickers B618CA10220C4A5... Signature Adoption: Pre-selected Style Using IP Address: 74.50.142.18	Sent: 14-Apr-2025 | 10:58 Viewed: 14-Apr-2025 | 12:32 Signed: 15-Apr-2025 | 07:18
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Dave Rende rendedav@amazon.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 15-Apr-2025 | 07:18
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Carbon Copy Events	Status	Timestamp
Rebecca Ross rebros@amazon.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 15-Apr-2025 | 07:18
Keith Seo seokeith@amazon.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 15-Apr-2025 | 07:18

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	14-Apr-2025 | 10:03
Certified Delivered	Security Checked	14-Apr-2025 | 12:32
Signing Complete	Security Checked	15-Apr-2025 | 07:18
Completed	Security Checked	15-Apr-2025 | 07:18

Payment Events	Status	Timestamps

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

PROPERTY INDENTIFICATION

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.

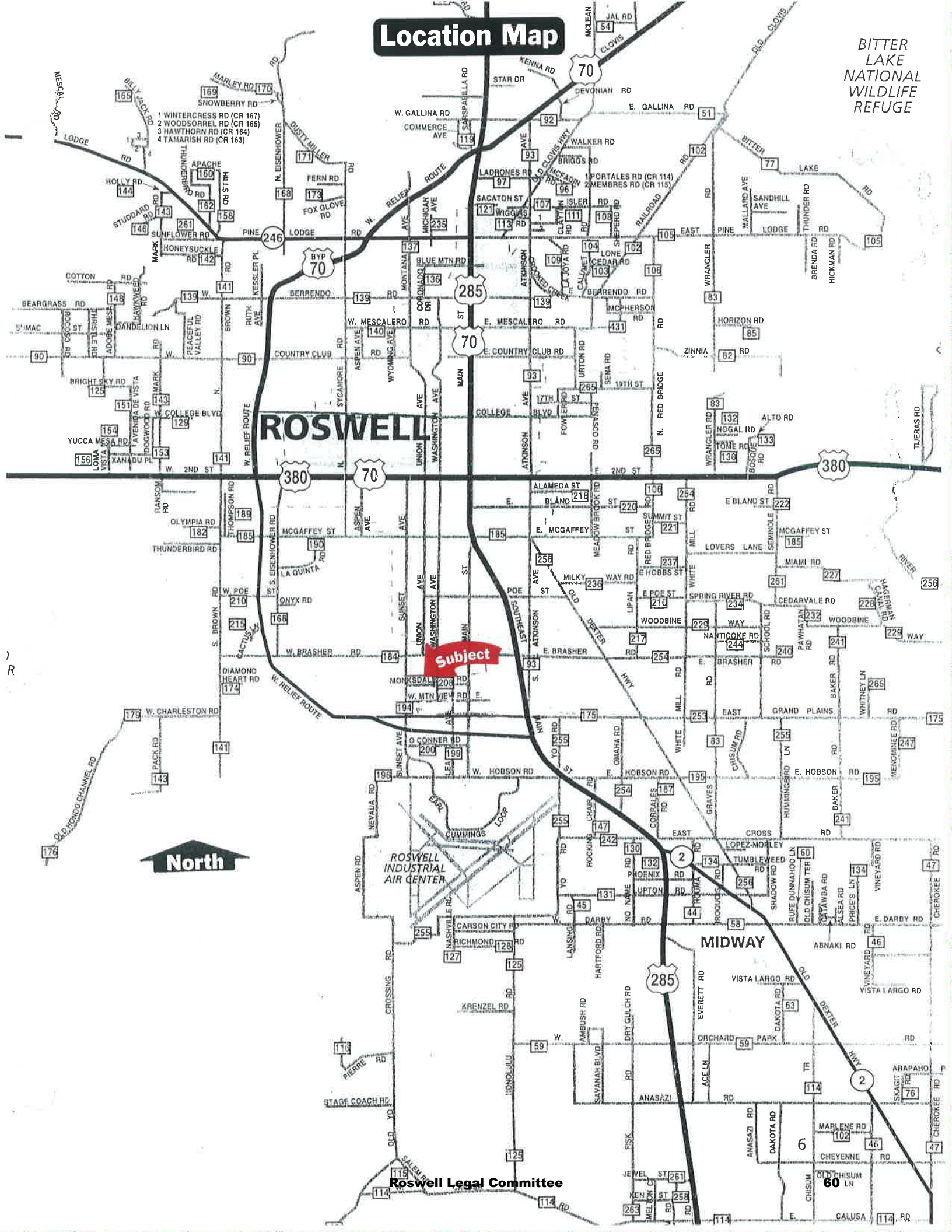
This value definition is quoted from Office of the Comptroller of the Currency Regulation (12 C.F.R. Part 34.42 (g):55 Federal Register 12202, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994), and is the commonly adopted market value definition 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.

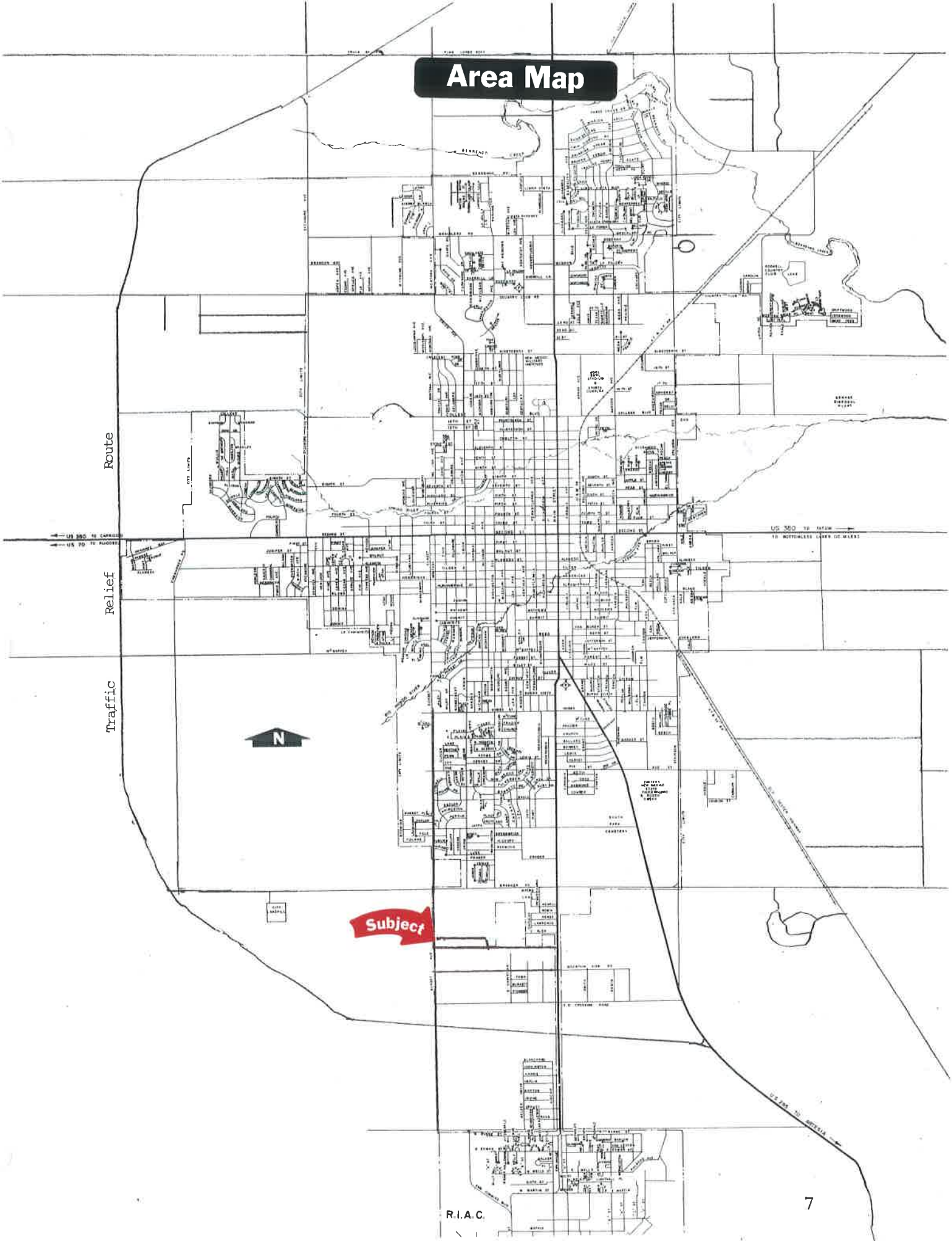
SCOPE OF THE APPRAISAL

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
ROSWELL
Subject
North
ROSWELL INDUSTRIAL AIR CENTER
MIDWAY
1 WINTERCRESS RD (CR 167)
2 WOODSORREL RD (CR 165)
3 HAWTHORN RD (CR 164)
4 TAMARISH RD (CR 163)
1 PORTALES RD (CR 114)
2 MEMBRES RD (CR 115)

Area Map

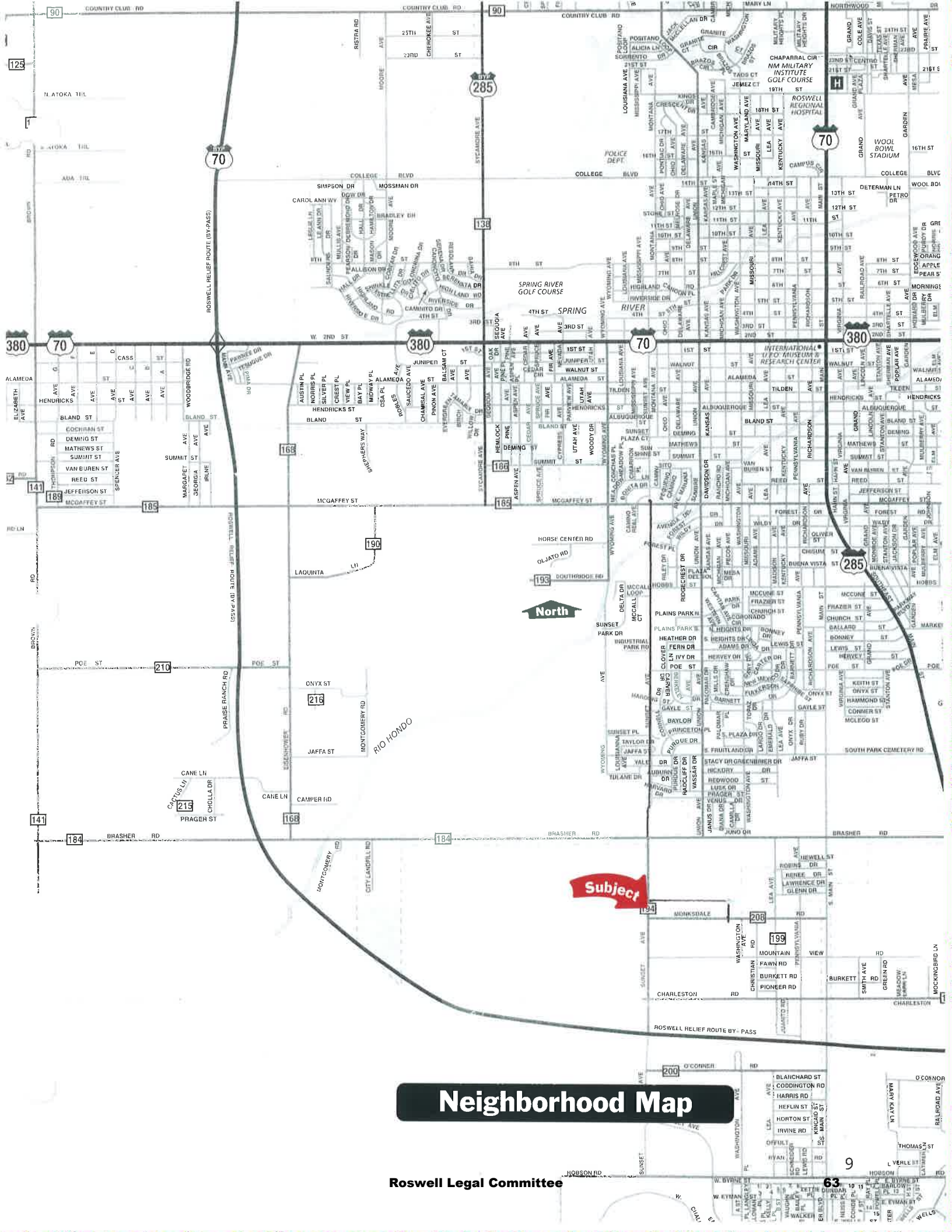


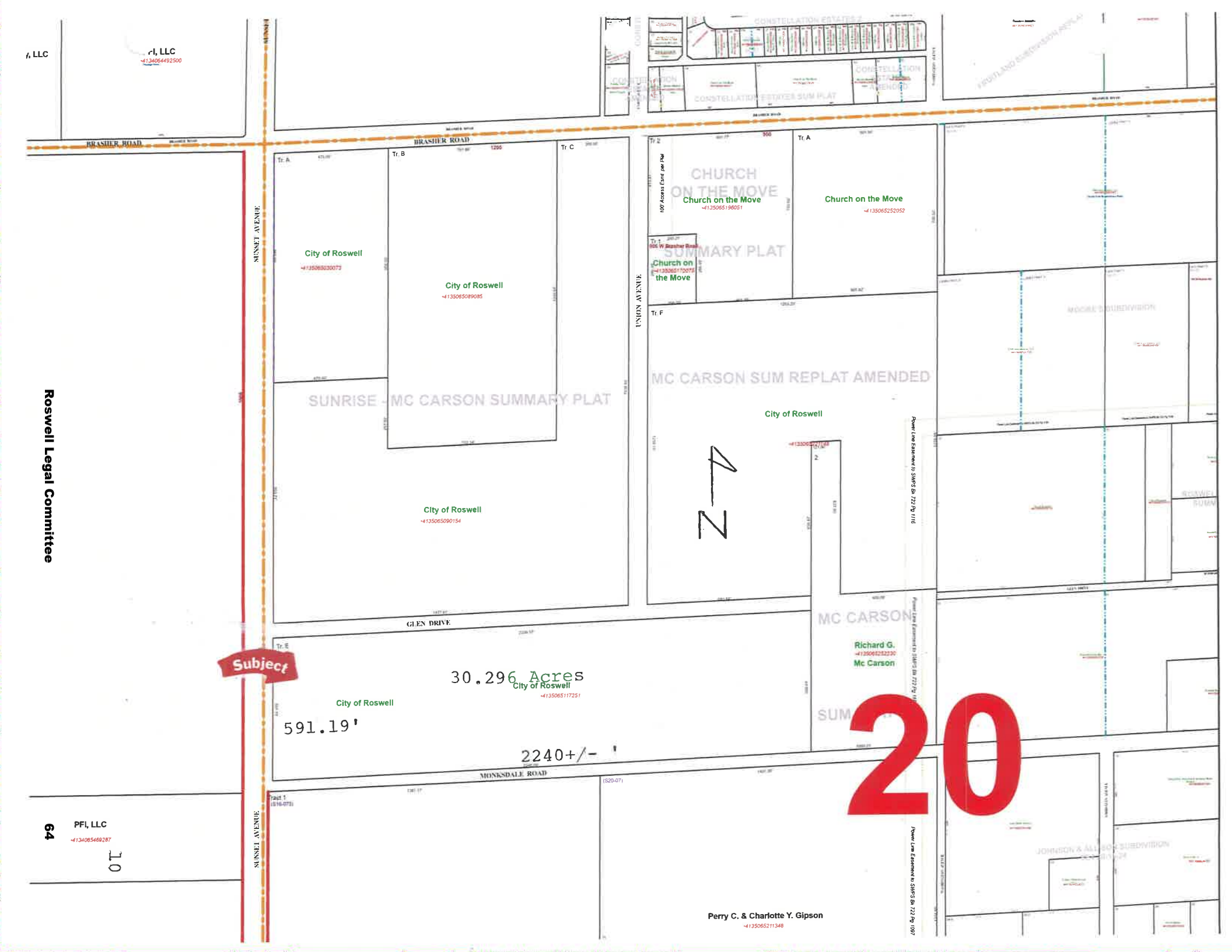
CITY AND NEIGHBORHOOD FACTORS

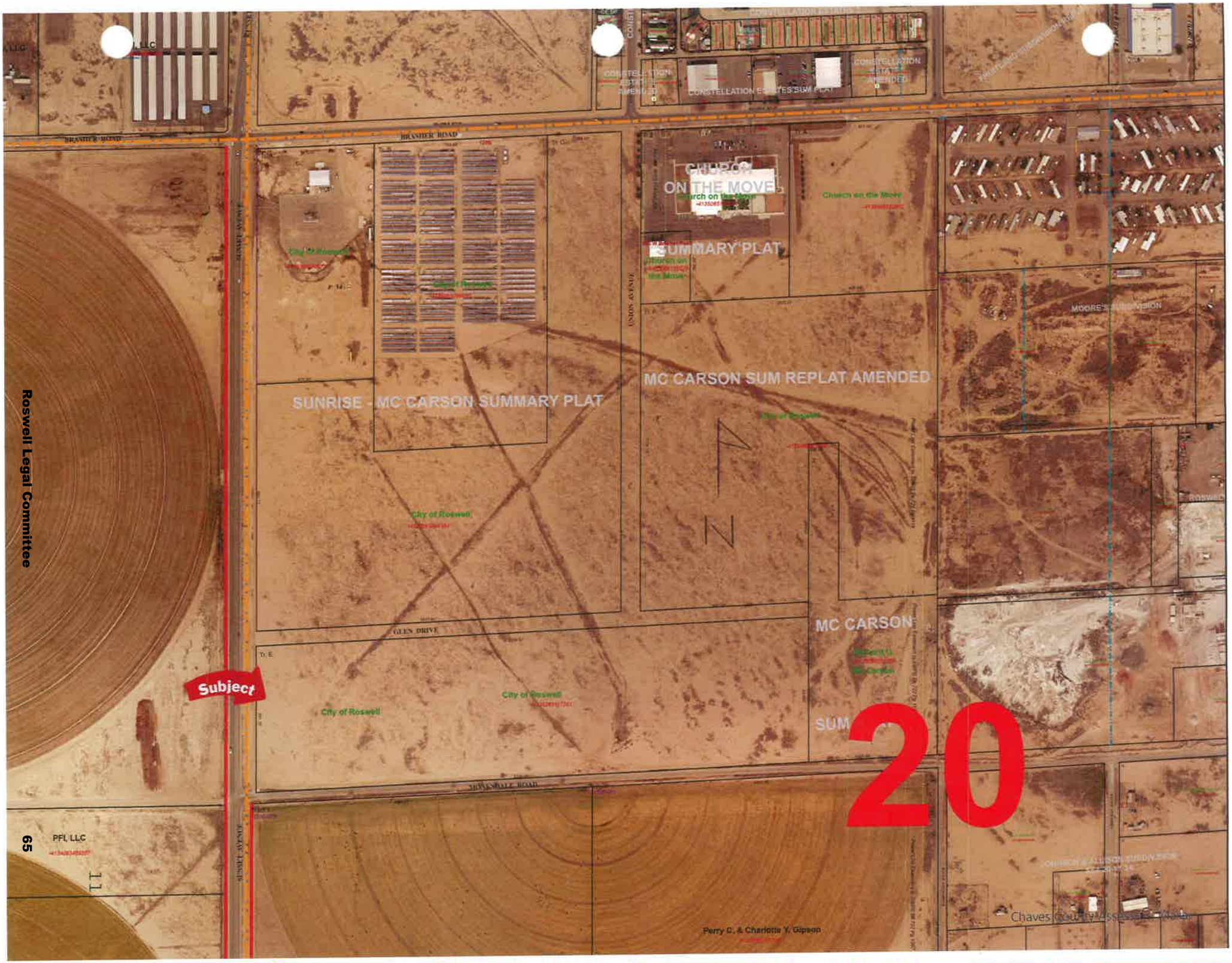
My client for this appraisal is the City of Roswell. The City Is the owner of the subject parcel and other tracts surrounding it. My client has adequate knowledge about the City economy and trends that affect business in the city and specific subject neighborhood.

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.


Subject
North
Neighborhood Map

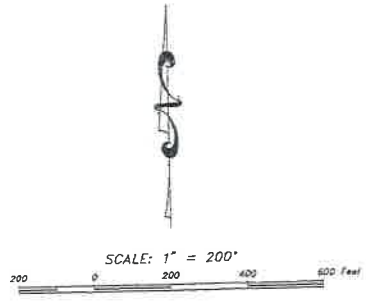

Roswell Legal Committee
BRASHER ROAD
SUNSET AVENUE
UNION AVENUE
GLEN DRIVE
MONKSDALE ROAD
Subject
30.296 Acres
591.19'
2240+/-
N
20
64
10
Tr. A
Tr. B
Tr. C
Tr. F
Tr. E
Tr. 2
Tract 1
City of Roswell
+4135065030073
City of Roswell
+4135065089085
City of Roswell
+4135065090154
City of Roswell
+4135065117251
City of Roswell
Church on the Move
+4135065196051
Church on the Move
+4135065252052
Church on the Move
Church on the Move
+4135065170078
Richard G. Mc Carson
+4135065252230
Perry C. & Charlotte Y. Gipson
+4135065211348
PFI, LLC
+4134065469287
CHURCH ON THE MOVE
SUMMARY PLAT
SUNRISE - MC CARSON SUMMARY PLAT
MC CARSON SUM REPLAT AMENDED
CONSTELLATION ESTATES SUM PLAT
100' Access Esmt per Plat
Power Line Easement to SWPS Bk 722 Pg 1116
Power Line Easement to SWPS Bk 722 Pg 1097
(S20-07)


BRASHER ROAD
GIBSON ON THE MOVE
SUMMARY PLAT
Church on the Move
MOORE'S SUBDIVISION
SUNRISE - MC CARSON SUMMARY PLAT
MC CARSON SUM REPLAT AMENDED
City of Roswell
GLEN DRIVE
MC CARSON
Subject
City of Roswell
City of Roswell
SUM
20
PFI, LLC
Perry C. & Charlotte Y. Gipson
Chaves County Assessor Data

AMENDED McCARSON SUMMARY REPLAT

REPLAT OF McCARSON SUBDIVISION SUMMARY PLAT NO. 1 & PART OF NO. 2 AND THE UNDIVIDED PORTION OF THE NW1/4 OF SECTION 24, T.11S., R.24E., NMPM

ROSWELL — CHAVES COUNTY — NEW MEXICO



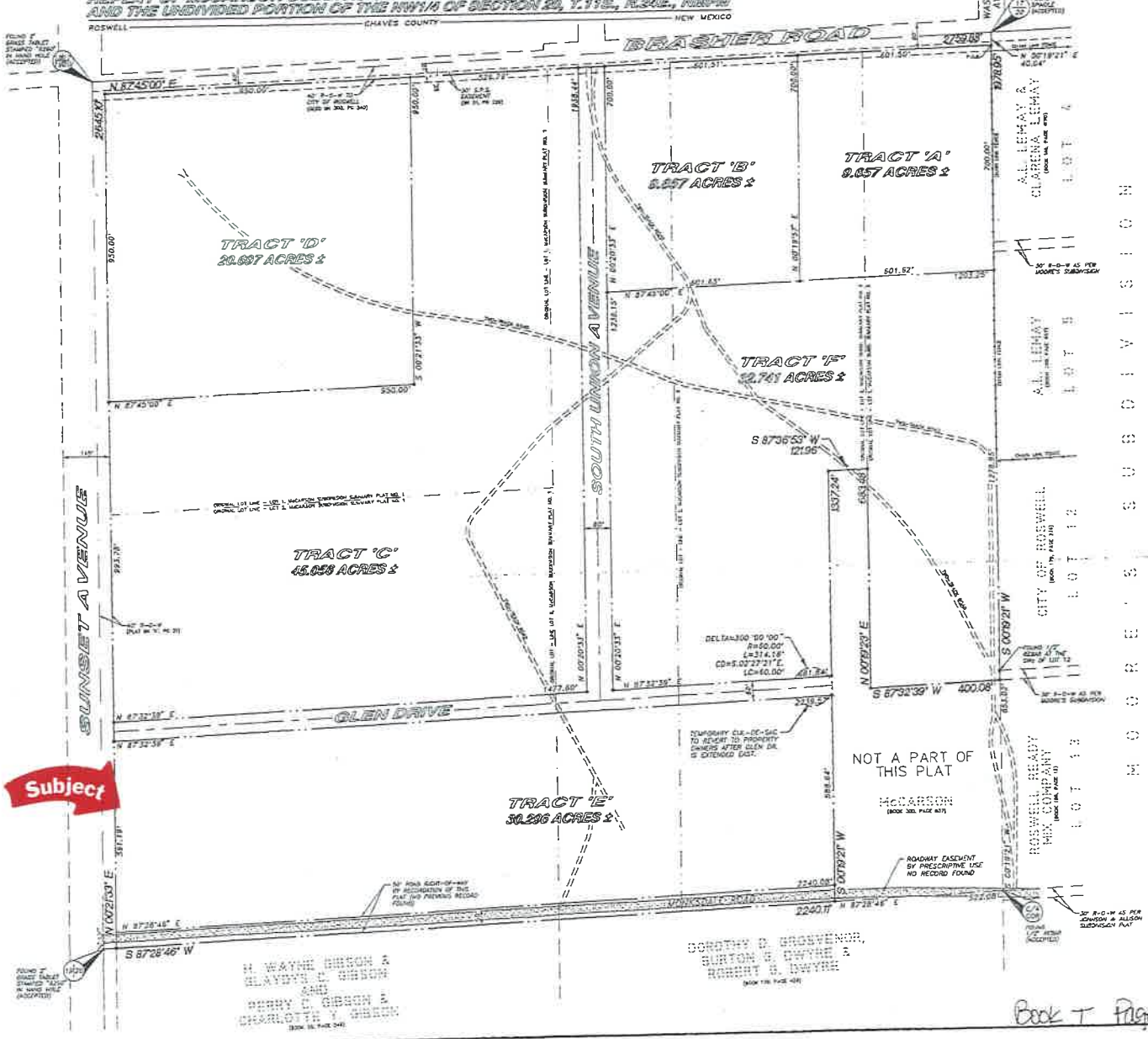
THE PURPOSE OF THIS AMENDED PLAT IS TO CORRECT THE LINES OF THE PROPERTY OWNED BY THE CITY OF ROSWELL AND THEREFORE CHANGING THE LEGAL DESCRIPTION OF THIS SUMMARY REPLAT.

NOTICE:
SET 1/2" REBAR WITH PLASTIC STAMPED "P.S. 12516" AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED ON PLAT.

TAGGED ALL EXCEPTED CORNERS WITH 1/2" GRASS WASHER STAMPED "P.S. 12516".

THE DEEDS OF RECORD USED TO DEFINE OWNERSHIP OF SUBJECT PROPERTY ARE:
1) DEED BOOK 217, AT PAGE 318.
2) DEED BOOK 313, AT PAGE 386.
3) DEED BOOK 127, AT PAGE 337.

THE PLAT(S) USED AS A REFERENCE IN DETERMINING THE BOUNDARY OF THE SUBJECT PROPERTY WERE:
1) McCARSON SUBDIVISION SUMMARY PLAT NO. 1 (PLAT BOOK K, PAGE 21)
2) McCARSON SUBDIVISION SUMMARY PLAT NO. 2 (PLAT BOOK K, PAGE 22)
3) MOORE'S SUBDIVISION
4) U.S.G.L.O. SURVEY MAP OF TOWNSHIP 11 SOUTH, RANGE 24 EAST, N.M.P.M.



SHEET 1 OF 2

RAINS SURVEYING COMPANY
BOUNDARIES - WATER RIGHTS - TOPOGRAPHIC - CONSTRUCTION STAKING
P.O. BOX 1474 - ROSWELL - NEW MEXICO - (505)622-6411

Book T Page 33

Roswell Legal Committee

66

Filed: 12/9/97
Book T Page 32-33 Drawer W493
Legal: NW¼ Sec 20 Twp 11S Rg 24E

12

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

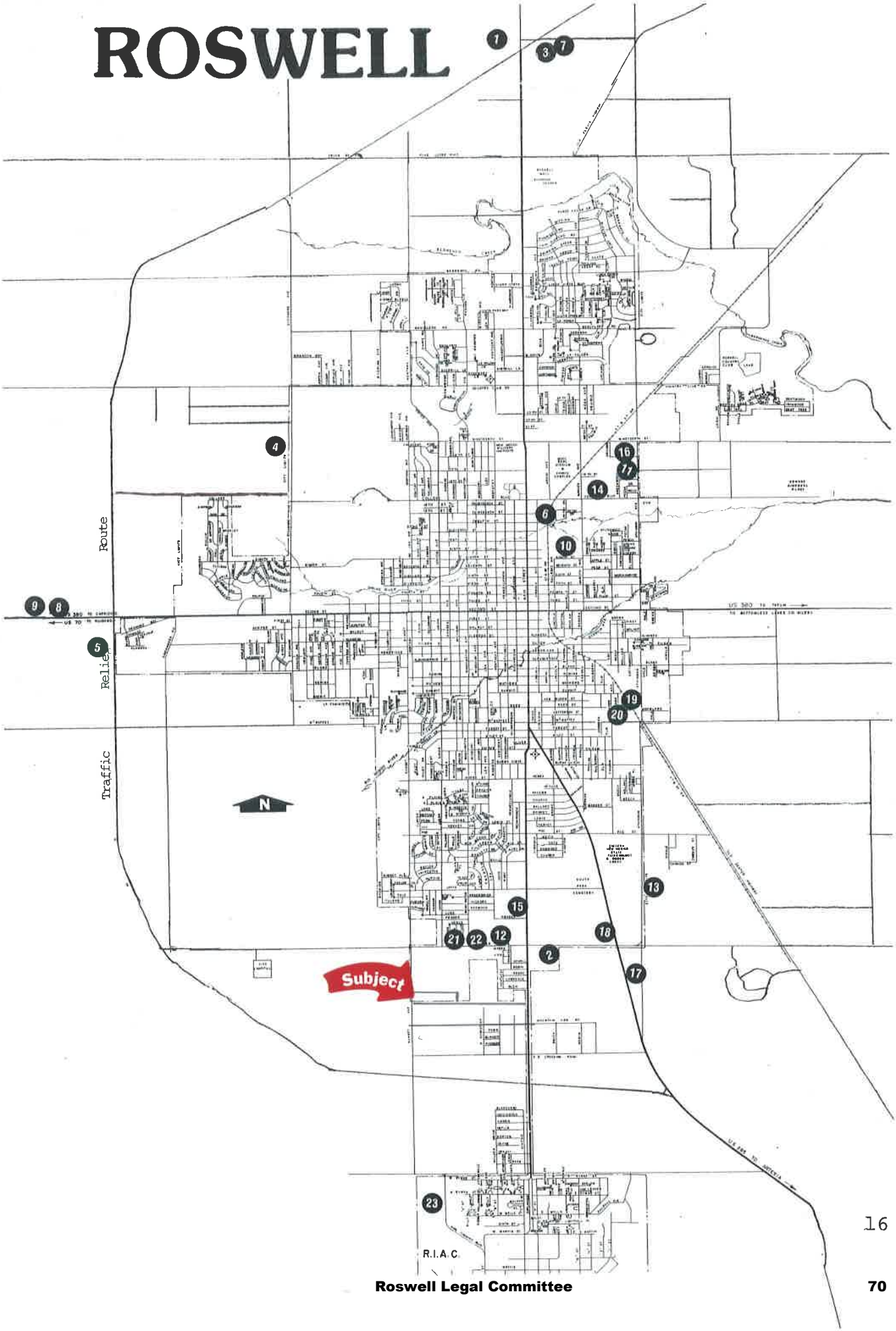
The subject site is zoned "I-2, Heavy Industrial". The land has a slight slope west to east. The subject site is a corner with frontage on South Sunset Avenue and Monksdale Road. Direct ingress and egress onto Sunset Avenue might be denied only because of subject's extensive frontage along Monksdale.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


ROSWELL
Route
Relie
Traffic
N
Subject
R.I.A.C.
US 380 TO TATUM
US 380 TO ARTESIA
1
3
7
4
16
17
14
6
10
9
8
5
19
20
13
15
18
21
22
12
2
17
23

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	9/292017	D7921385	E Side Wooldridge& 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	Corner 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	Corner 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

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 util 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

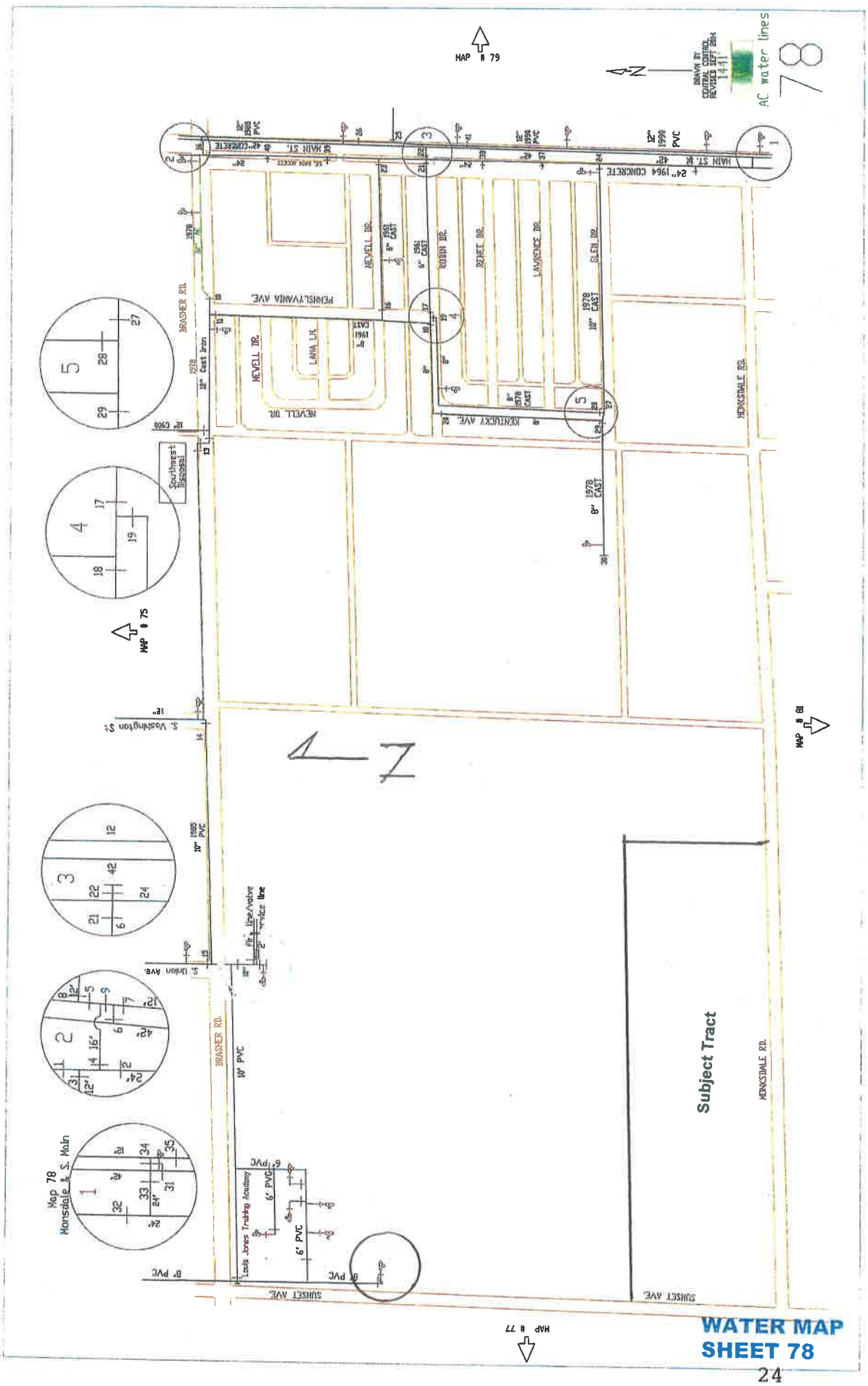
A. Permitted Uses are as follows:

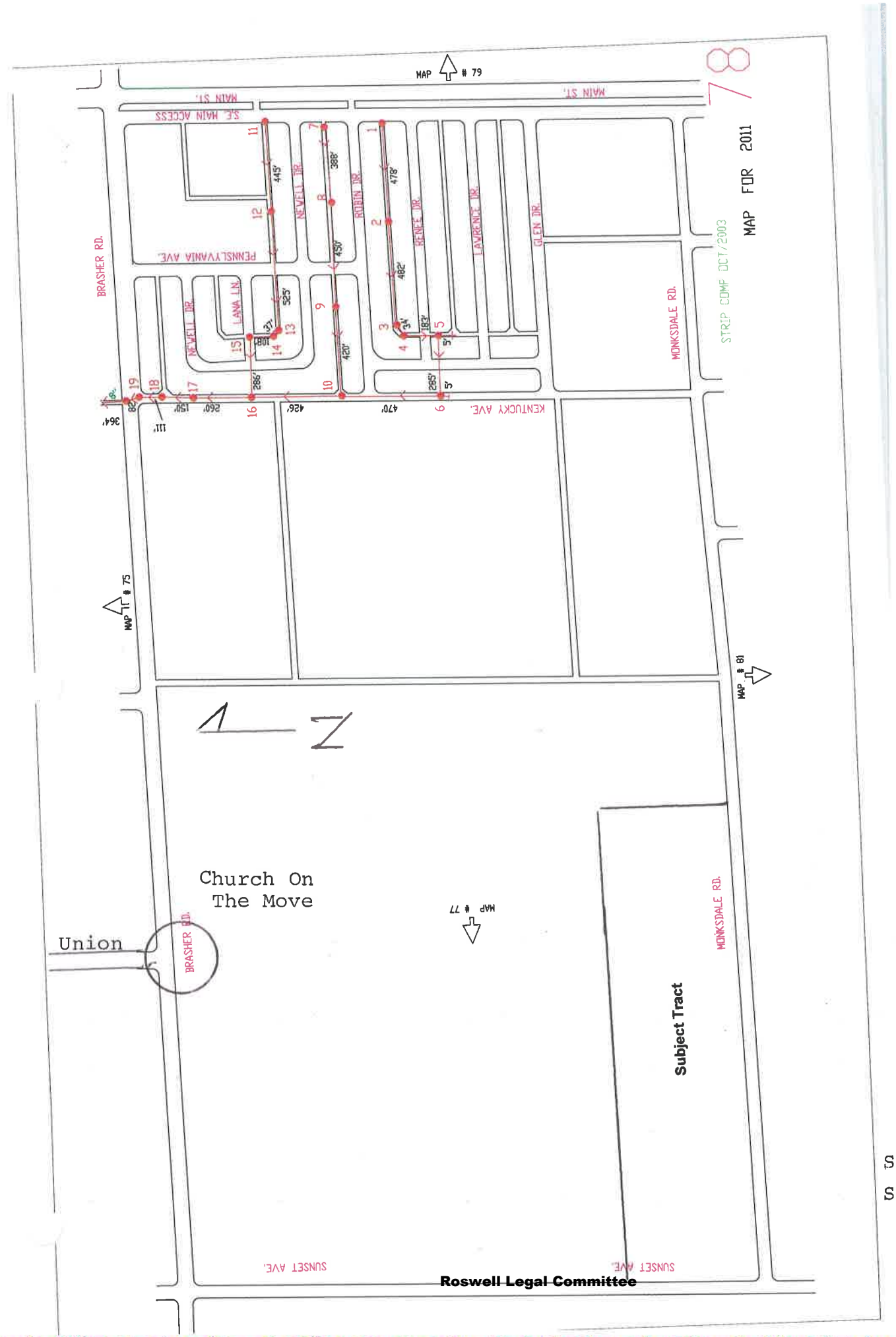
1. Any use permitted in the C-2 districts, except for assisted living homes, group care homes, convalescent homes, and retirement centers, etc.
2. Any primary use which includes light manufacturing, fabrication, assembly/disassembly, processing or treatment of goods and products
3. Bottling works
4. 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


MAP # 79
MAP # 75
MAP # 81
MAP # 77
AC water lines
87
MAIN ST.
MAIN ST. CONCRETE
BRASHER RD.
NEWELL DR.
PENNSYLVANIA AVE.
LANA LN.
ROBIN DR.
RENEE DR.
LAWRENCE DR.
GLEN DR.
KENTUCKY AVE.
HENKSDALE RD.
S. Washington St.
S. Union Ave.
SUNSET AVE.
Subject Tract
Southwest Disposal
Lois Jones Training Academy
Map 78
Henksdale & S. Main
WATER MAP
SHEET 78



Sewer Line Map
Sheet 78

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

State of New Mexico

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

ROSWELL
New Mexico

City of Roswell
Office of the Mayor

4-15-2025

COMMUNICATION

To: Legal Committee, Full City Council
From: Timothy Z. Jennings, MAYOR
Chad Cole, City Manager
RE: Sale of 7.53 acres of land located at South Sunset Avenue and Monksdale Road

Esteemed Members of the City Council,

This communication is sent to your pursuant to Ordinance 24-03. The Mayor and City Manager determined and concur that the land subject to sale under proposed Ordinance 25-XX, regarding 7.53 acres located at South Sunset Avenue and Monksdale Road, 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.

PO Box 1838
Roswell, NM 88202-1838
TEL: 575.624.6700
FAX: 575.624.6709
roswell-nm.gov

Legal Committee
Meeting Date: 04/24/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema CHAIR: Ed Heldenbrand

ACTION REQUESTED:
Consider recommending approval to authorize AEVEX to enter into a 5-year lease agreement beginning May 1, 2025, and ending April 30, 2030, for Bunker No. 1130, 1131, 1137, and 1144 at the Roswell Air Center. (Sanchez)

BACKGROUND:
Initiated by: Michelle Sanchez

AEVEX requests to enter into a 5-year lease for Bunker No. 1130, 1131, and 1137 consists of 1,560 square feet and Bunker No. 1144 consists of 2,080 square feet, located at the Roswell Air Center, commencing May 1, 2025, and ending April 30, 2030.

FINANCIAL CONSIDERATION:
Tenant agrees to pay to the Landlord as rent for Bunker No. 1130, 1131, and 1137 the sum of $11,227.82, payable in 12 monthly installments of $935.65 and annual rent for Bunker No. 1144, the sum of $4,990.22, payable in 12 monthly installments of $415.85 for the first year of the lease. Thereafter, rent will be adjusted annually by CPI or 3%, whichever is greater.

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

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

STAFF RECOMMENDATION:
Proceed as presented.

Attachments
AEVEX Lease

LEASE AGREEMENT

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

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

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

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

Bunker No. 1130, 1131, 1137, each consisting of 1,560 square feet and Bunker No, 1144 consisting of 2,080 square feet of useable space, more or less, located at the Roswell Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for five (5) years, commencing on May 1, 2025 and ending April 30, 2030 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent for Bunker No. 1130, 1131, and 1137 the sum of Eleven thousand Two hundred twenty-seven dollars and eighty-two cents ($11,227.82) annum, payable in 12 monthly installments of $935.65 and an annual rent for Bunker No. 1144 the sum of four thousand nine hundred ninety dollars and eighty-five cents ($4,990.22, payable in 12 monthly installments of $415.85 for the first year of the lease. Thereafter rent will be adjusted annually by CPI or 3%, whichever is greater.. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set offset any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant has paid in advance $1,267.50 as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward
   a. Payment for rent or penalties due Landlord
   b. Reimbursement of the costs of cleaning and repairing damages (beyond normal

wear and tear) to the Premises

c. The cost of removal of any hazardous material not properly disposed of by Tenant.

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

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

laws, airport rules and regulations, tenant directives and/or decisions; including those of executive, legislative, or judicial agencies or bodies, now or hereafter in effect, and applicable to that tenant's, lessee's, or other Person's operations at the Airport.

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

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

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

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

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

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

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

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

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

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

11. INSURANCE.

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

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

12. DAMAGE OR DESTRUCTION OF PREMISES.

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

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

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

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

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

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

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

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

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

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

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect. However, the amount of rent payable by Tenant shall be reduced in the proportion of which the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

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

15. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:

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

    b. Default in the observance of any of the Tenant's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of.

    c. Without further possibility of appeal or review:

        i. Be adjudicated bankrupt or insolvent.

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

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

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

e. Leave the Premises vacant or deserted for a period of ten (10) consecutive days without prior Landlord written consent.

f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, of fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

16. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent.

b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease.

c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.

d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

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

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

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

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

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

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

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

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

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

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

g. Tenant shall use the Leased Premises solely for the purpose of storing ammunition, explosives, 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.

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

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

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

by the parties hereto.

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

22. ASSIGNMENT AND SUBLEASE. Notwithstanding anything to the contrary in the Lease, Tenant shall have the right to sell, exchange, dispose of, issue, convey or otherwise transfer equity, membership, profits, economic, whether voting or nonvoting interests in AEVEX Aerospace, LLC or any successors in interests in such companies (each, a "Change in Control"), without the consent of Landlord and no amounts shall be payable to Landlord in connection therewith; provided that at least 20 days prior to any proposed Change in Control, Tenant shall notify Landlord in writing of its intention to undertake such a Change in Control. Aevex shall be permitted to sublet any leasehold in maintains hereunder with respect to the premises with the express written consent of the City.

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

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

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

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

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

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

AEVEX AEROSPACE, LLC
440 Stevens Ave. Ste 150
Solana Beach, CA 92075

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

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

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

30. TERMINATION. This lease may be terminated by either party by giving one hundred eighty (180) days written notice.
31. ENTIRE AGREEMENT AND AMENDMENT. The parties intend this writing as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

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LEASE AGREEMENT

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

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

CITY SEAL

_____
Timothy Z Jennings, Mayor

ATTEST:

_____
Hessel Yntema, City Attorney

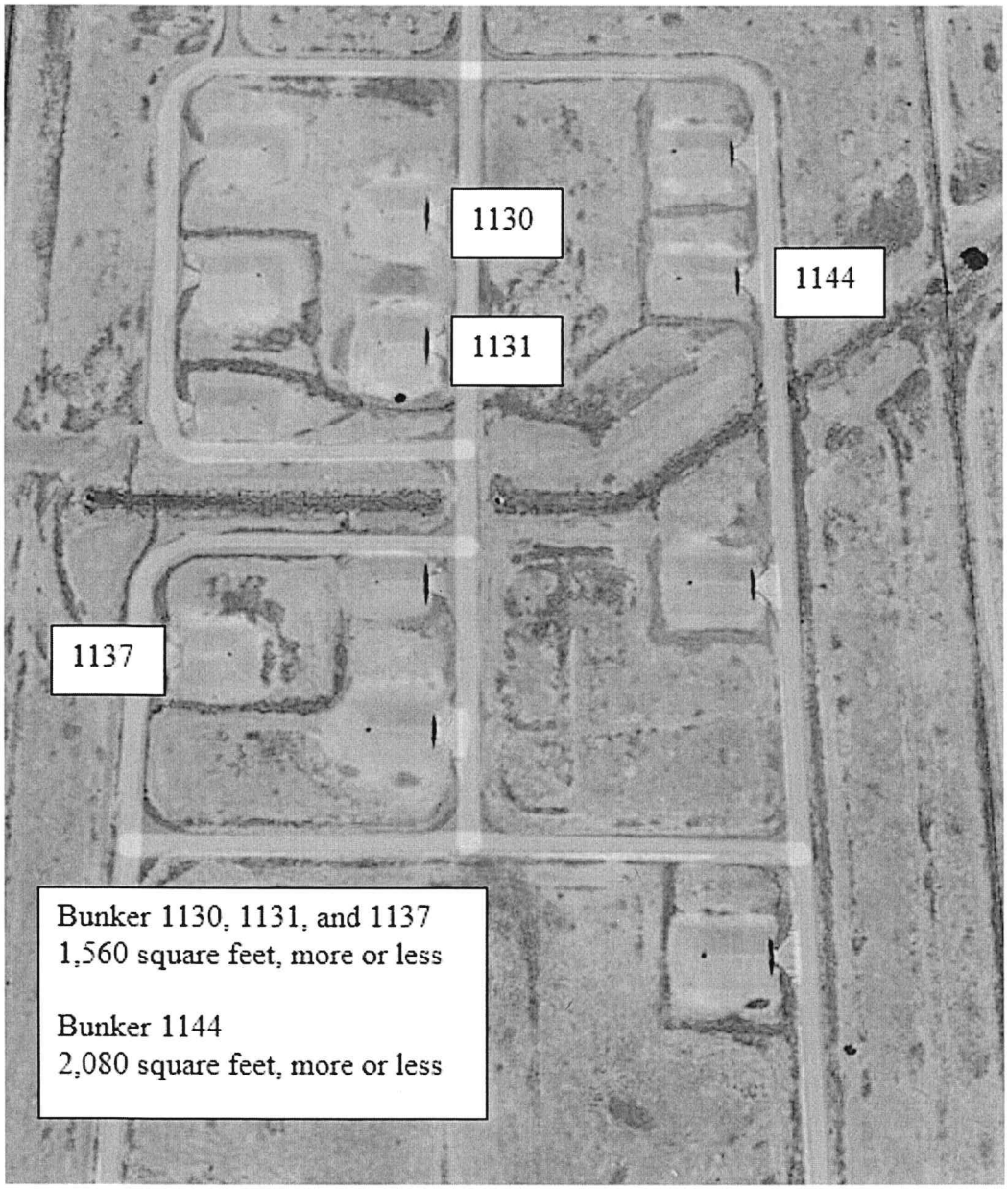
_____
Amalia Martinez, City Clerk

TENANT:
Aevex Aerospace, LLC

Jeremy Watrous (Apr 15, 2025 13:27 PDT)
_____
Jeremy Watrous, COO

LEASE AGREEMENT

EXHIBIT A Premises



LEASE AGREEMENT

EXHIBIT B Insurance

1. MINIMUM SCOPE OF INSURANCE

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

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

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

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

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

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

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

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

3. **PRIMARY COVERAGE**

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

4. **NOTICE OF CANCELLATION**

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

5. **WAIVER OF SUBROGATION**

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

6. SELF INSURED RETENTIONS

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

7. ACCEPTABILITY OF INSURERS

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

8. CLAIMS MADE POLICIES

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

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

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

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

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

9. VERIFICATION OF COVERAGE

Aevex Aerospace, LLC 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 Aevex Aerospace, LLC obligations to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications at any time.

10. SPECIAL RISKS OR CIRCUMSTANCES

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

2025 Five Year Lease Aevex 03.26.25 for signature

Final Audit Report 2025-04-15

Created:	2025-04-15
By:	Aric Marriott (amarriott@aevex.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAg300i-eT5QEKJrFzcTIlmqB7RlCqRCX5

"2025 Five Year Lease Aevex 03.26.25 for signature" History

Document created by Aric Marriott (amarriott@aevex.com)
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Signature Date: 2025-04-15 - 8:27:39 PM GMT - Time Source: server

Agreement completed.
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