REGULAR MEETING
CITY OF ROSWELL COUNCIL - AGENDA
THURSDAY, MAY 8, 2025
Chaves County Administrative Center
Commission Chambers - #1 St. Mary's Place
Roswell, New Mexico 88203

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

MAY 8, 2025 6:00 p.m.

MAYOR - Timothy Z. Jennings

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

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

OPENING CEREMONIES

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

1. Approval of agenda - approve the agenda for the May 8, 2025, Regular City Council Meeting. (Halvorson/Martinez)

2. Approval of consent agenda - approve the consent agenda for the May 8, 2025, Regular City Council Meeting. (Halvorson/Martinez)

CONSENT ITEMS ***(items 3-16 will be approved at the time of the approval of the consent agenda)***

3. Consider approval to award electrical service work for Cielo Grande Soccer Field Lighting to J&G Electric, Inc. in the amount of $145,135.60 which includes GRT. (Corn/Burress) (pg.4)

4. Consider approval of award recommendation for RFP 24-011 (2ND Posting) South Park Cemetery Columbarium Plaza to Waide Construction, Inc. in the amount of $ 970,104.09 which includes GRT. This project will utilize two funding sources: ARPA funds and the Well House Project Grant. (Corn/Burress) (pg.9)

5. Consider approval of award for Inclusive Park Phase 3 Project to Abraham's Construction Inc. in the amount of $342,172.76 which includes GRT. (Corn/Najar) (pg. 11)

6. Authorization for ratification of PO 22502347 in the amount of $460,040.72 to CES for fencing for secure site for ARFF prop location at the Air Center. (Corn/Gonzalez) (pg. 14)

7. Authorize for approval of the National Championship Air Races Lodgers' Tax Funding Request in the amount of $300,000 for marketing as outlined in their Memorandum of

Understanding. (Corn/Conyers) (pg.21)

8. Approval of a new lease agreement for equipment with PTS Office Systems, Inc. of Roswell, NM. (Corn/Bechtel) (pg.44)

9. Authorization for ratification of Purchase Order number 22502190 to Cotton Commercial Inc in the amount of $294,742.06 as floodwaters caused significant damage to the Adult Center, requiring emergency protective measures to muck out, demo, and dry out damaged building components. (Corn/Rogers) (pg. 60)

10. Authorization for ratification of Purchase Order Number 22502168 to Cotton Commercial Inc in the amount of $258,476.31 as floodwaters caused significant damage to the Police Department, requiring emergency protective measures to muck out, demo, and dry out damaged building components. (Corn/Rogers) (pg. 64)

11. Authorization for ratification of Purchase Order Number 22502183 to Mooring Recovery Services in the amount of $216,020.60 as floodwaters caused damage to the Terminal, requiring emergency protective measures to muck out, demo, and dry out damaged building components. (Corn/Rogers) (pg. 68)

12. Authorization for ratification of Purchase Order Number 22502189 to Mooring Recovery Services in the amount of $391,744.88 as floodwaters caused significant damage to the Air Center, requiring emergency protective measures to muck out, demo, and dry out damaged building components. (Corn/Rogers) (pg. 72)

13. Approval to award the construction of the Air Center Terminal Restrooms to White Rock Construction in the amount of $484,818.99 (including GRT) through RFP 23-013. (Corn/Rogers) (pg.76)

14. Approval of the Letter of Engagement and promissory note for DRS, Disaster Recovery Services, for phase II insurance and FEMA claims recovery consulting. (Corn/Rogers) (pg.79)

15. Resolution 25-22 - adoption of Resolution 25-22 approving budget adjustment for the fiscal year ending June 30, 2025. (Corn/Gomez) (pg. 87)

Resolution(s)

16. Resolution 25-21 Weeds - The Resolution shall mandate the cleanup of approximately thirty-six (36) separate properties within the City. (Heldenbrand/Franco) (pg .90)

ROW Leases

17. Approval to authorize AEVEX to enter into a 5-year lease agreement beginning May 1, 2025, and ending April 30, 2030, for Bunker Nos. 1130, 1131, 1137, and 1144 at the Roswell Air Center. (Heldenbrand/Sanchez) (pg.96)

Minutes

18. Draft minutes Thursday, April 10, 2025 (pg.117)

NON-ACTION ITEMS (Information Items)

19. Airport Updates (Bobbi Thompson)

20. Flood Disaster Updates (Deb Gallagher and Jeb McPherson)

21. Proclamation - Frontline Worker (Mayor Jennings)

22. Roswell Police Department Out-of-state Travel - May 2025 (Chief Bateman) (pg. 152)

PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS

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

PUBLIC HEARING(S)

23. CASE VAC-25-0007: Request Vacation of East 9th Street 60' wide Public Right-of-Way (ROW) from N Main Street to N Virginia Avenue; and vacate adjacent north & south alleys from 8th St to south of 10th St from Public Rights-of-Way and convert to 25' Public Utility and Reciprocal Access Easements for Infill Development in the C-2 Community Commercial & I-1 Light Industrial Zoning Districts. (Halvorson/Hildreth) (pg.155)

Appeal Hearing(s)

NEW BUSINESS / REGULAR ITEMS

24. Approval of the following appointment as recommended by Mayor Jennings (Halvorson/Martinez) (pg. 328)

    - Deputy City Clerk, Angela Garcia.

25. Consider approval of Mayor Jennings' recommendation of appointments to the Airport Advisory Commission as follows: (Halvorson/Martinez) (pg.329)

    - Position 1: Carolyn "Carrie" Hollifield (1st term May 9, 2025 -- March 31, 2027)
    - Position 3: Mike Espiritu (renewal)
    - Position 5: Dr. Shawn Powell (renewal)

Ordinance(s)

26. Ordinance 25-03: authorize to advertise for a public hearing recommending Ordinance 25-03: 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. (Heldenbrand/Verciglio) (pg. 331)

CITY MANAGER REPORTS/ANNOUNCEMENTS
(Information Only)

Adjournment

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

Printed and posted: **Friday, May 2, 2025**

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

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 3.
Meeting Date: 05/08/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider approval to award electrical service work for Cielo Grande Soccer Field Lighting to J&G Electric, Inc. in the amount of $145,135.60 which includes GRT. (Corn/Burress) (pg.)

BACKGROUND:
Initiated by: James Burress

City of Roswell was awarded a grant in the amount of $240,000 to utilize for sports field lighting projects. In order to prepare electrical service for future lighting installation at Cielo Grande Soccer Fields, J&G Electric was contacted to provide a quote for installation of required electrical services. It is proposed to utilize existing J&G Electric CES contract CES 2023-20-C1117-ALL. Please see the attached quote.

FINANCIAL CONSIDERATION
Funding is per Capital Appropriation Grant agreement number 24-I2878. The total award amount is $240,000.

LEGAL REVIEW:
Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval (5-0) at its meeting on May 1, 2025.

STAFF RECOMMENDATION:
Proceed as per City Council decision

Attachments

ATT 1 - J&G Quote
ATT 2 - Grant Excerpt
ATT 3 - Proposed Lighting Layout

J & G Electric Co., Inc.
512 South Main St
Roswell, NM 88203
575-622-0146
sales@jandgelectricco.com
www.jandgelectricco.com

Estimate

Date	Estimate #
4/4/2025	37140

Bill To Address	Job Location
COR - Parks Department Jim Burress P O BOX 1838 ROSWELL, NM 88202-1838	COR - Parks Department Cielo Grande Sports complex service Roswell, NM 88201

License: 7408

Description	Total
Estimate Subtotal (Already includes any payments that may be listed below)	$134,514.60

Scope of work:
Install 400amp 480v service for future Musco lights on the soccer fields. Dig primary ditch for XCEL from closest primary junction enclosure to West of storage building on S. side of main soccer field. Pour concrete pad for XCEL transformer. Install 400amp CT enclosure, 400amp 480v 96 space panel, 45KVA transformer 480v to 120/208, and 100amp 120/208v panel.

Exclusions:
Repairs to existing code violations
XCEL fees
Fencing around service
CID plan review, Engineering fees
Buying or installing any Musco equipment
Repairs to unground utilities not located by 811 or owner
Repairs to landscaping
Easements

Qualifications:
Work to be done during normal business hours M-F 7-5
Quote is for service only
Waide Construction will pour concrete
Ag services will dig the primary ditch
CES 2023-20-C1117-ALL

**QUOTED PRICE DOES NOT MAKE ANY PROVISIONS FOR GOVERNMENT IMPOSED TARIFFS.*

**COR need to carry $40,000 for budgetary XCEL fees

IMPORTANT TERMS AND CONDITIONS

All material is guaranteed to be as specified. All work to be completed in a professional manner to standard practices and building code in effect at the time of the work. Any alternative or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays that are beyond our control. The Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. We may withdraw this proposal if not accepted within 30 days. This proposal does not include any building permits or processing fees. Terms: .

Management Approval:		Date: 4/4/2025

ACCEPTANCE OF PROPOSAL:
By signing this proposal the undersigned hereby accepts this proposal and the same is deemed a valid contract. The undersigned further agrees that the above prices, specifications, and conditions are satisfactory and are hereby accepted. The undersigned further authorizes J & G Electric Co., Inc. to do work as specified above. Payment is to be made as outlined above. If payment is not made by the undersigned as stated above, then the undersigned will be in default. The undersigned further agrees that in the event that the undersigned is deemed in default and this matter is placed with an attorney or collection agency for collection, the undersigned agrees to pay all collection costs, including reasonable attorney and other agency fees. In addition, the undersigned agrees to pay a 1 1/2 % service charge per month (or the maximum allowed by law) on any unpaid balances to be in default and/or turned over for collection.

Client Authorization:		Date:

J & G Electric Co., Inc.
512 South Main St
Roswell, NM 88203
575-622-0146
sales@jandgelectricco.com
www.jandgelectricco.com

Estimate

Date	Estimate #
4/4/2025	37140

Bill To Address	Job Location
COR - Parks Department Jim Burress P O BOX 1838 ROSWELL, NM 88202-1838	COR - Parks Department Cielo Grande Sports complex service Roswell, NM 88201

License: 7408

Description	Total

For payments made by credit card, we will charge a processing fee of 3% of the payment amount		Sales Tax: $10,621.00	Total: $145,135.60

IMPORTANT TERMS AND CONDITIONS

All material is guaranteed to be as specified. All work to be completed in a professional manner to standard practices and building code in effect at the time of the work. Any alternative or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays that are beyond our control. The Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. We may withdraw this proposal if not accepted within 30 days. This proposal does not include any building permits or processing fees. Terms: .

Management Approval: Joshua Amador		Date: 4/4/2025

ACCEPTANCE OF PROPOSAL:
By signing this proposal the undersigned hereby accepts this proposal and the same is deemed a valid contract. The undersigned further agrees that the above prices, specifications, and conditions are satisfactory and are hereby accepted. The undersigned further authorizes J & G Electric Co., Inc. to do work as specified above. Payment is to be made as outlined above. If payment is not made by the undersigned as stated above, then the undersigned will be in default. The undersigned further agrees that in the event that the undersigned is deemed in default and this matter is placed with an attorney or collection agency for collection, the undersigned agrees to pay all collection costs, including reasonable attorney and other agency fees. In addition, the undersigned agrees to pay a 1 1/2 % service charge per month (or the maximum allowed by law) on any unpaid balances to be in default and/or turned over for collection.

Client Authorization:		Date:

DocuSign Envelope ID: 8A852B3B-5828-4DBA-B90D-B400BB891EA9

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF ROSWELL**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 66, Section 28, Paragraph 236**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I2878 $240,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 28, Paragraph 236, Two Hundred Forty Thousand ($240,000.00), from the General Fund 93100 to plan, replace, purchase and install lighting improvements for athletic fields and parking lots in Roswell in Chaves county;

The Grantee's total reimbursements shall not exceed Two Hundred Forty Thousand $240,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero $0.00, which equals Two Hundred Forty Thousand $240,000.00 (the "Adjusted Appropriation Amount").

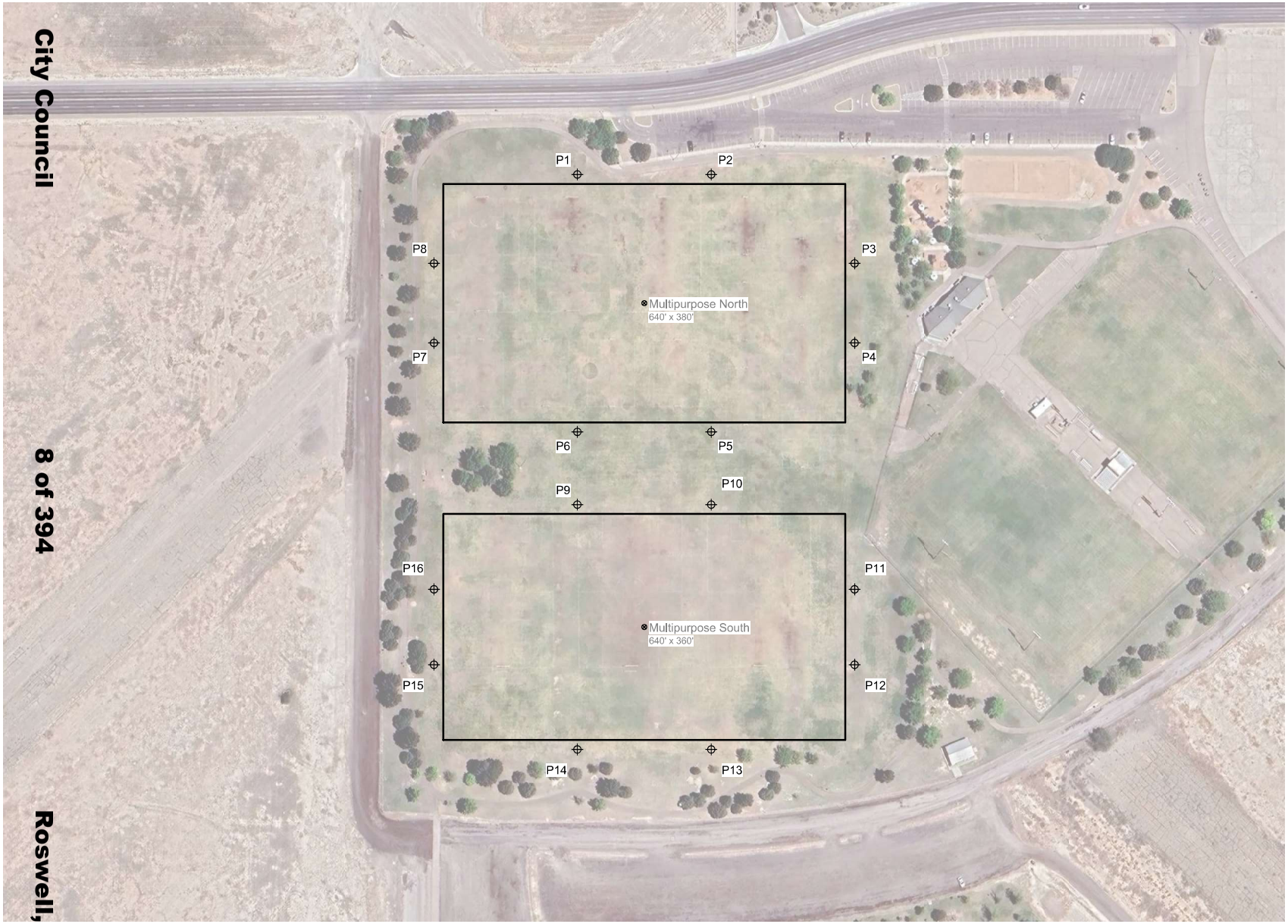
In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

City Council

8 of 394

Roswell, NM



Cielo Grande Soccer Complex

Roswell, NM

Equipment Layout

INCLUDES:
· Multipurpose North
· Multipurpose South

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Equipment List For Areas Shown

	Pole			Luminaires		
QTY	LOCATION	SIZE	GRADE ELEVATION	ABOVE GRADE LEVEL	LUMINAIRE TYPE	QTY/POLE
12	P1-P10 P13-P14	80'	-	80'	TLC-LED-1500	6
4	P11-P12 P15-P16	80'	-	80'	TLC-LED-1500	5
16	Totals					92

Single Luminaire Amperage Draw Chart

Driver Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1500	8.4	7.9	7.3	6.3	5.0	4.6	3.6

SCALE IN FEET 1 : 150

0 150' 300'

ENGINEERED DESIGN By: Nicholas Worthington • File #137244A • 06-Mar-24

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

We Make It Happen.

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EQUIPMENT LAYOUT

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 4.
Meeting Date: 05/08/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider approval of award recommendation for RFP 24-011 (2ND Posting) South Park Cemetery Columbarium Plaza to Waide Construction, Inc. in the amount of $ 970,104.09 which includes GRT. This project will utilize two funding sources: ARPA funds and the Well House Project Grant. (Corn/Burress) (pg.)

BACKGROUND:
Initiated by: James Burress

This project was solicited through a Request for Proposals (RFP). The first solicitation resulted in no proposals received. The second time, only one proposal was submitted and it exceeded the available budget. Under the New Mexico Procurement Code, the RFP process allows for negotiation with offerors. In accordance with NMSA 1978, §13-1-115, negotiation was conducted with Waide Construction, Inc., the sole proposer. As a result, the proposed cost was reduced from $1,084,703 to $970,104.09.

FINANCIAL CONSIDERATION
$840,629.13 will be funded through ARPA funds.
$129,474.96 will be funded through the Well House Project Grant.

Total contract amount: $970,104.09

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

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval (5-0) at its meeting on May 1, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

ATT 1 - Recommendation of award

ROSWELL
New Mexico

City of Roswell

Award Recommendation Report

To: Mayor and Council

From: Jim Burress, Director of Special Services, Project Manager

Date: April 16, 2025

Subject: Award Recommendation for RFP-24-011 (2nd Posting)
South Park Cemetery Columbarium Plaza

The City of Roswell posted RFP-24-011 (2nd Posting), South Park Cemetery Columbarium Plaza, following a first solicitation that resulted in no proposals received. In response to the second posting, one proposal was received from Waide Construction Co., Inc., located in Roswell, New Mexico.

In accordance with NMSA 1978, §13-1-115, negotiations were conducted with the sole responsive proposer. The Evaluation Committee completed its review and recommends qualifying and awarding the contract to Waide Construction Co., Inc. The Purchasing Office concurs with the recommendation from the Project Manager.

The Offerors are listed below:

- Waide Construction Co., Inc – Roswell, New Mexico

Offerors were evaluated based on the following criteria:

- Company Experience
- Company Past Performance/References
- Proposed Key Personnel Experience
- Project Plan
- Cost

If you have any comments or questions, please contact me.

Sincerely,

Jim Burress,
Director of Special Services,
Project Manager

seeroswell.com

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 5.
Meeting Date: 05/08/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider approval of award for Inclusive Park Phase 3 Project to Abraham's Construction Inc. in the amount of $342,172.76 which includes GRT. (Corn/Najar) (pg.)

BACKGROUND:
Initiated by: Louis Najar

Bids received on April 8, 2025 for the subject project have been reviewed. A Bid Tabulation is attached. One bid was received as follows: (Amounts include Tax of 7.8958%).

1. Abraham's Construction Inc. $369,170.87

Please note that current funding is only $342,172.76. The City of Roswell has funding from two Legislative appropriations dedicated to the Inclusive Park. Appropriation 22-G2779 has a remaining balance of $142,172.76. Appropriation 23-H2391 has full funding in the amount of $200,000.00. Total amount available is $342,172.76. Upon completion of review, Abraham's Construction Inc. is the qualified low bid. I hereby recommend award of this project to Abraham's Construction in the amount of $342,172.76. Abraham's Construction is willing to accept award of project at this amount

FINANCIAL CONSIDERATION
Funding is per Capital Appropriation Grant agreement number 22-G2779 and 23-H2391. The total remaining available balance of these grants is $342,172.76.

LEGAL REVIEW:
Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at its meeting on May 1, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

ATT 1 - Recommendation of award and bid tabulation

ROSWELL
Engineering

To: Arely Peek
Purchasing

April 11, 2025

Re: Recommendation of Award
Inclusive Park Phase 3
Bid No. ITB-25-008

Bids received on April 8, 2025 for the subject project have been reviewed. A Bid Tabulation is attached. One bid was received as follows: (Amounts include Tax of 7.8958%).

1. Abraham's Construction Inc. $369,170.87

Please note that current funding is only $342,172.76. The City of Roswell has funding from two Legislative appropriations dedicated to the Inclusive Park available. Appropriation 22-G2779 has a remaining balance of $142,172.76. Appropriation 23-H2391 has full funding in the amount of $200,000.00. Total amount available is $342,172.76.

Upon completion of review, Abraham's Construction Inc. is the qualified low bid. I hereby recommend award of this project to Abraham's Construction in the amount of $342,172.76. Abraham's Construction is willing to accept award of project at this amount.

If you have any questions, please contact me.

Sincerely,

Louis Najar, P.E.
City Engineer

xc: Chad Cole
Toni Gomez
James MacCornack

Inclusive Park - Phase 3 BID TABULATIONS

April 8, 2025

Bid Opening: Tuesday, April 8, 2025

2:00 PM

Item No.	Item Description	Unit	Estimated Quantity	City of Roswell ENGINEERS ESTIMATE		ABRAHAM's CONSTRUCTION Inc.	
				Estimated Unit Cost	Estimated Total Cost	Unit Cost	Total Cost
203000	Unclassified Excavation	Cu. Yd.	116	$ 50.00	$ 5,800.00	$ 50.00	$ 5,800.00
207000	Grading & Subgrade Preparation	Sq. Yd.	1375	$ 10.00	$ 13,750.00	$ 10.00	$ 13,750.00
303000	Borrow Material (1-1/2" Clean Top Soil)	Cu. Yd.	75	$ 5.00	$ 375.00	$ 100.00	$ 7,500.00
608004	4" Concrete Sidewalk	Sq. Yd.	469	$ 80.00	$ 37,520.00	$ 95.00	$ 44,555.00
621000	Mobilization	Lump Sum	1	$ 30,000.00	$ 30,000.00	$ 35,000.00	$ 35,000.00
663871	Irrigation System (Complete)	Lump Sum	1	$ 50,000.00	$ 50,000.00	$ 35,000.00	$ 35,000.00
663880	Fescue Grass Sodding (12,361 sf)	Lump Sum	1	$ 2,000.00	$ 2,000.00	$ 35,000.00	$ 35,000.00
667231	Lancebark Elm Tree	Each	4	$ 700.00	$ 2,800.00	$ 2,500.00	$ 10,000.00
667232	Live Oak Tree	Each	4	$ 700.00	$ 2,800.00	$ 2,500.00	$ 10,000.00
667233	Chinese Pistache Tree	Each	2	$ 700.00	$ 1,400.00	$ 2,500.00	$ 5,000.00
667235	Desert Willow Tree	Each	1	$ 700.00	$ 700.00	$ 2,500.00	$ 2,500.00
668100	Park Bench	Each	4	$ 2,000.00	$ 8,000.00	$ 2,000.00	$ 8,000.00
668200	Picnic Table	Each	1	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00
668300	Trash Receptacle	Each	5	$ 1,500.00	$ 7,500.00	$ 1,500.00	$ 7,500.00
668301	10' x 10' Metal/Steel Covered Shelter	Each	4	$ 20,000.00	$ 80,000.00	$ 22,000.00	$ 88,000.00
668302	12' x 18' Metal/ Steel Covered Shelter	Each	1	$ 20,000.00	$ 20,000.00	$ 25,000.00	$ 25,000.00
716605	1" Rigid Electrical Conduit	Lin. Ft.	255	$ 10.00	$ 2,550.00	$ 10.00	$ 2,550.00
801000	Construction Staking By The Contractor	Lump Sum	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
				Sub Total =	**$ 272,195.00**		**$ 342,155.00**
				GRT 7.8958 % =	**$ 21,491.97**		**$ 27,015.87**
				Estimated Total =	**$ 293,686.97**		**$ 369,170.87**

I Certify that all Tabulations & Calculations are correct

Louis Najar, I

4-8-2025

Date:

Regular City Council Meeting 6.
Meeting Date: 05/08/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Authorization for ratification of PO 22502347 in the amount of $460,040.72 to CES for fencing for secure site for ARFF prop location at the Air Center. (Corn/Gonzalez) (pg.)

BACKGROUND:
Initiated by: Omar Gonzalez

The Roswell Fire Department is utilizing grant funds allocated for Aircraft Rescue and Firefighting (ARFF) training purposes. As part of this initiative, we are securing a site for a permanent ARFF prop location. To ensure the safety, security, and proper management of this training environment, we are purchasing temporary fencing and K-rail to establish a controlled perimeter around the training area. The fencing and K-rail will serve to: Clearly define the training zone; Restrict unauthorized access which is a requirement of the TSA and ensures only approved personnel are present; Maintain compliance with safety standards by creating a designated and restricted operational area; Protect both the equipment and participants during training evolutions. While this fencing and K-rail will be used initially for a mobile training prop, it will also serve a long-term purpose. The fencing can be used for multiple future projects, including the development of an ARFF training prop or other specialized training environments. This flexibility ensures continued value and maximizes the impact of the grant funding for several years.

FINANCIAL CONSIDERATION
Funding Source account 51004334-817504 Grant 22-G-2774

LEGAL REVIEW:
N/A

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval (4-1) at its meeting on May 1, 2025. Councilor Heldenbrand voted no.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

PO22502347
CES PO

Purchase Order

ROSWELL
New Mexico

Fiscal Year 2025

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	22502347

Delivery must be made within doors of specified destination.

BILL TO

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

VENDOR

COOPERATIVE EDUCATIONAL SERVIC
10601 RESEARCH RD SE
ALBUQUERQUE, NM 87123

SHIP TO

AIRPOR
1 JERRY SMITH CIRCLE
ROSWELL, NM 88203
Email: d.andazola@roswell-nm.gov
Phone: 5753475703
Fax: 5753472595

Vendor Phone #	Vendor Email Address	Requisition Number	Requisitioner	
505-344-5470		12503202	Della Sanchez	d.andazola@roswell-nm.gov

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
04/21/2025	9521			Air Center Administration

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Fencing for secure site for ARFF The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Fencing for secure site for ARFF prop location at the Air Center GL Account: 51004334 - 817504 $460,040.72 ********** GL SUMMARY ********** 51004334 - 817504 $460,040.72	1.0	EACH	$460,040.72	$460,040.72

By: _____
Purchasing Agent, C.P.O

City Council

Roswell, NM

Total Ext. Price	$460,040.72
PO Total	**$460,040.72**

CITY OF ROSWELL, NEW MEXICO
CONDITIONS GOVERNING THIS PURCHASE ORDER

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

DEFINITIONS:

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

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

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

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

Shipment of Items:

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

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

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

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

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

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

Invoice:

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

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

Acceptance:

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

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

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

Sales Taxes:

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

Federal, State and Local Laws:

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

PURCHASE ORDER

Your New Mexico Purchasing Cooperative
CES Since 1979

PURCHASE ORDER NO	2025-2924
DATE ISSUED	4/22/25
PAGE NO	Page 1 of 1

ISSUED BY:
Cooperative Educational Services
PO Box 81045
Albuquerque, NM 87198
Voice: (505) 344-5470
Fax: (505) 344-9343

VENDOR:
J & H Services, Inc.
6616 Gulton Ct NE, Ste 90
Albuquerque, NM 87109
Fax: 505-896-9429

SHIP TO:
City of Roswell
425 N Richardson
Roswell, NM 88201
Attn: Finance

BUYER ID	Bertha	MEMBER PO	22502347	VENDOR CONTRACT NO.	2023-08-C3115-ALL

Item ID	Description			Extension
PROC	Fencing for secure site for ARFF - Air Center	1.00	460,041	$460,040.72
24ADMFEE	CES Administration Fee - Procurement	-1.00	5,680	-$5,679.52
			Total	$454,361.20

ATTENTION:
CES, as Buyer, is acting as a conduit through which title to construction, tangible personal property and services may be vested in Owner.
This purchase order is for a construction project that costs $60,000 or more. Because of this, a Wage Decision is required from the New Mexico Department of Workforce Solutions (NMDWS). If CES applied for the Wage Decision on your behalf, we will submit the Notification of Award to NMDWS, and will copy you. As the prime contractor, **you are required to submit the Subcontractor List and the Statement of Intent to Pay Prevailing Wages to NMDWS and copies to CES within 10 days** of receiving the copy of the Notification of Award from CES. This paperwork should be submitted to NMDWS prior to beginning work, or if you fail to comply, a penalty may be assessed. **NO PAYMENT WILL BE MADE without CES receiving the Subcontractor List and the Statement of Intent.** The Affidavit of Wages Paid (AWP) must be submitted to the NMDWS and a copy to CES at the completion of this project. **CES cannot release final payment for the work until we receive an approved copy of the AWP with the NMDWS signature.**
Work is not to begin until a Performance and Payment Bond is received by CES. The bond should be issued within five business days of this PO's date. The bond's owner must read the Owner's name, not CES' name. **NO PAYMENT WILL BE MADE without CES receiving the bonds.**
Additionally, if you have any subcontractor who does work that is $125,000 or more, they must provide a Performance and Payment bond to you with a copy provided to CES.
PAYMENT IS CONTINGENT UPON CES RECEIVING ALL REQUIRED PAPERWORK, INCLUDING BUT NOT LIMITED TO:

(1) Approved Application for Payment; (2) NMDWS forms - Subcontractor List, Intent to Pay Prevailing Wages and Affidavit of Wages Paid (at completion of work); (3) Bonds; (4) Signed 3 Party Agreement, if required by Owner; (5**) For roofing projects, CES must have a copy of the architectural drawings that shows the project name and the architect's stamp.**

Workforce Solutions require that NOA be in place PRIOR to start the project.

BEFORE WE CAN MAKE YOUR *FIRST* PAYMENT, WE MUST HAVE THE BELOW DOCUMENTS:

Payment and Performance Bonds – Bonds must be for the full Member PO amount.
Notification of Award – We need the start and end dates to submit the NOA.
Sub-Contractor List – This must be entered on WFS website after the NOA is accepted.
Statement of Intent – We need this to create the NOA.
Affidavit of Wages Paid - Needed for last payment.

.

Wage Decision
The Wage Decision Number For This Project Is: GU-25-1386-B

You can upload the documents to:

https://login.imagesilo.com/Home/Login

Entity ID: 10571
Username: CVENDOR
Password: CesCVendor

Authorized Signature: Bertha Ochoa

GL Account Number:
2300-56122-9024-0000

Purchase Order

ROSWELL
New Mexico

Fiscal Year 2025

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	22502347

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VENDOR
COOPERATIVE EDUCATIONAL SERVIC
10601 RESEARCH RD SE
ALBUQUERQUE, NM 87123

SHIP TO
AIRPOR
1 JERRY SMITH CIRCLE
ROSWELL, NM 88203
Email: d.andazola@roswell-nm.gov
Phone: 5753475703
Fax: 5753472595

Vendor Phone #	Vendor Email Address	Requisition Number	Requisitioner	
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By: _____
Purchasing Agent, C.P.O

City Council

Roswell, NM

Total Ext. Price	$460,040.72
PO Total	**$460,040.72**

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Sales Taxes:

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

Federal, State and Local Laws:

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

J & H Services, Inc.
6616 Gulton Ct NE, STE 90
Albuquerque, NM 87109

Estimate

Date	Estimate #
4/7/2025	2750

Name / Address
City of Roswell 425 N. Richardson Roswell, NM 88201

Expires	Project
4/30/2025	Roswell Airfield Fencing

Item	Description	Qty	Price	Total
	CES Contract Number: 2023-08-C3115-ALL			
1000 Construction...	Used Temp Fencing with stands and weights; 10,000 lf	10,000	18.00	180,000.00T
1000 Construction...	Set up and Take Down of Temp Fencing; 10,000 lf	10,000	17.00	170,000.00T
1000 Construction...	20-ft temporary concrete wall barrier; 25 ea	25	1,600.00	40,000.00T
1000 Construction...	Set up and Take Down of temporary concrete wall barrier; 25 ea	25	1,175.00	29,375.00T
1000 Construction...	Bond Fee; 1 ea	1	7,000.00	7,000.00T
Exclusions	Hazardous material removal, surveying, RSA requirements, layout, testing, dewatering, earthwork, rock excavation, site security, traffic control, silt fences & straw bails, rock entry/exit mats, work resulting from changed or unknown site conditions, and anything not included in this estimate. Also excluded are all permits and fees and as-built drawings. NOTE: Above is an estimate only; final payment to be based off field measurements. Temporary wall barrier will be delivered in 10-ft sections.		0.00%	0.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.

Subtotal	$426,375.00
Sales Tax (7.8958%)	$33,665.72
Total	$460,040.72

Phone #	Fax #	E-mail
5058969428	505-896-9429	holly@jhservicesinc.com

Regular City Council Meeting 7.
Meeting Date: 05/08/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:

Authorize for approval of the National Championship Air Races Lodgers' Tax Funding Request in the amount of $300,000 for marketing as outlined in their Memorandum of Understanding. (Corn/Conyers) (pg.)

BACKGROUND:

Initiated by: TJ Conyers

Per their application: The National Championship Air Races (NCAR) regularly attracted a substantial tourist trade in Reno, which we expect to continue in Roswell. We expect the September 2025 event in Roswell to correspond to the economic impact statistics of 2019 (see Historical Performance below). Based on those statistics, Roswell can expect an estimated $1.1 million in Lodgers Tax receipts to the region (based on 56,000 out-of-town visitors staying an average of 2.64 room nights per). In 2019, the event had a unique attendance of approximately 82,000, with 65% being non-local visitors. 73.7% of non-local attendees stayed in a hotel. The average total spending per attendee was $2,224.43. The overall estimated economic impact was $91.7 million. (Source: Special Event Report: 2019 National Championship Air Races Economic Impacts on Washoe County, NV and Attendee Statistics, prepared by the University of Nevada, Reno, Economic Development Center and Center for Regional Studies) In 2023, the event had a unique attendance of approximately 113,236 with 71% being non-local visitors. 72.3% of non-local attendees stayed in a hotel. The average total spending per attendee per day was $951.65. The overall estimated economic impact was $158.6 million. (Source: Special Event Report: 2023 National Championship Air Races Economic Impacts on Washoe County, NV and Attendee Statistics prepared by Center for Regional Studies Nevada Small Business Development Center, College of Business, University of Nevada, Reno) We expect the September 2025 event in Roswell to correspond to the economic impact statistics of 2019 (see Historical Performance above). Based on those statistics, Roswell can expect an estimated $13 million in GRT receipts (based on a $2,200 average spending per visitor using the Roswell GRT rate of 7.8958%). The National Championship Air Races is a one-of-a-kind event with almost six decades of continuous history to its credit. It is the world's only multi-class, closed-course pylon racing event, and it boasts over 150 racers in seven race classes. The racers compete head to head around a closed course, 50 feet off the ground, wingtip to wingtip at speeds approaching 500 mph in the fastest classes. The event evokes an atmosphere of supercharged energy from its incredible speeds, intense competition, international flair, and storied pageantry. For one week, the Roswell area will become home to hundreds of aircraft, their pilots and crews, and tens of thousands of dedicated fans who come each year to cheer them to victory.

FINANCIAL CONSIDERATION

$300,000 from Lodgers' Tax Funding to support the marketing campaign for this event.

LEGAL REVIEW:

No Legal review needed at this time.

BOARD AND COMMITTEE ACTION:

The Occupancy Tax Board recommended approval (5-0) to fund this event, in the amount of $300,000, for marketing at their August 20, 2024, meeting. The Finance Committee recommended approval (5-0) at its meeting on May 1, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Lodgers' Tax Application
RARA Cover Letter
2023 NCAR Economic Impact Report
MOU- Reno Air Racing

ROSWELL
New Mexico

ROSWELL
New Mexico ®
Paid in part by the City of Roswell Lodgers' Tax

LODGERS' TAX

APPLICATION AND INSTRUCTIONS

Events July 1, 2024 – June 30, 2025

Contact information for questions:

tourism@roswell-nm.gov

LODGERS' TAX GENERAL INFORMATION

The City of Roswell requires any organization or citizen seeking Lodgers' Tax (occupancy) funds from the city to make such a request through the city's application process and compliance with the City of Roswell's policies and procedures.

APPLICATION PROCESS

1. Lodgers' Tax Funding Request is submitted to tourism@roswell-nm.gov by deadline.
2. The city's Occupancy Tax Board reviews and provides recommendation to Finance Committee.
3. The Finance Committee reviews, approves or changes recommendation for City Council.
4. City Council awards, changes or denies funding request.

The role of the Occupancy Tax Board is to review applications for events that will bring out-of-town visitors to the City of Roswell and promote hotels stays. The board provides recommendation to the Finance Committee.

DEADLINES FOR FY25

1. Applications are to be submitted July 1, 2024 to August 14, 2024.
2. Deadline:
    a. *August 14, 2024 - For all applications to be considered at the August 20, 2024 Occupancy Tax Board meeting.*

TYPES OF AWARDS AVAILABLE

Applicants may request awards for each of the following categories:

1. Advertising, publicizing and promoting. The items listed below are generally acceptable expenses related to advertising:

    1. *Radio, television, newspaper, billboard or magazine advertisements*
    2. *Posters, brochures, flyers, postcards, or other marketing materials*
    3. *Postage for mailing of marketing materials*
    4. *Website, Facebook, or other internet paid advertising placement*
    5. *Free T-shirts for registration participants or attendees*

2. Police, Fire and Sanitation services are recognized as eligible expenses.
3. Sponsorship. Sponsorships are available where the City and applicant wish to form a formal cooperative arrangement where the City holds an interest in the event and helps create the event. Sponsorships will be conditioned up MOUs or contracts subject to governing body approval.

The items listed below are generally *not acceptable expenses* unless part of a City sponsorship:

1. *Establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping furnishing or acquiring real property*
2. *Administrative, operational, or event manager costs (includes marketing firm services)*
3. *Costumes*
4. *Payments, other than placed advertisements, for entertainment*
5. *Equipment rental*
6. *Food or beverages (including water) provided for entertainment, judges, contestants, workers, or as hospitality*
7. *Gifts or in-kind expenses*
8. *Lodging or travel*
9. *Monetary awards*
10. *Programs given out during the event*
11. *Rent of facility*
12. *Thank-you advertisements after the event*

FUNDING LIMITS

Unless exempt from the Procurement Code or as part of a Sponsorship, awards will be capped at $20,000.00

LODGERS' TAX FUNDING APPLICATION

Received Date: 8/13/2024 via email

Please check the box for which type of funding you seek.

- ☐ Advertising, publicizing and promoting
- ☐ Police, Fire and Sanitation
- ☑ Sponsorship

Today's Date: 8/2/2024

Event Name: 2025 National Championship Air Races Event Date: September 2025

Organization: Reno Air Racing Association Event Time: N/A

Event Address: 1 Jerry Smith Cir City/State/ZIP: Roswell, NM 88203

Website: https://airrace.org/ Phone: 775-972-6663 Email: ggibson@airrace.org

Organizer: Reno Air Racing Association Mobile: 813.507.1799

Second Organizer: N/A Mobile:

EVENT DETAILS

Estimated # Attending: 80,000 Anticipated # of hotel rooms booked: 45,000 Room Nights

Last year's event (if this is not a first-time event, must attach proof)

of Attendees: 113,236 # of hotel rooms booked: 75,000 Room Nights

Description of Event Logistics:

The Reno Air Racing Association (RARA) has embarked on an exciting new chapter, announcing in May 2024 that Roswell, New Mexico, will be the new home of the National Championship Air Races (NCAR). This decision follows the end of a storied tradition at Reno-Stead Airport, where the event has captivated aviation enthusiasts since 1964. The inaugural Roswell-based NCAR is set to take off in September 2025, ushering in a thrilling era for both the community and the world of air racing.

Recognized as "The World's Fastest Motorsport," the NCAR is not just an event—it's a global phenomenon. The 2023 race in Reno drew over 120,000 attendees, including 80,000 visitors from outside the region, infusing more than $150 million into the local economy. With seven adrenaline-pumping Race Classes—Biplane, F1, Sport, T6, Jet, Unlimited,

OTB Date: 8/20/2024 Finance Committee Date: 10/3/2024 Council Date: 10/10/2024

Last Day of Event: _____ Reimbursement Request Due Date (90 days from last day of event): _____

Permit #: _____

LODGERS' TAX FUNDING REQUEST

Any funding from Lodgers' Tax must follow the Lodgers' Tax Policy (PA0002). Please be sure you have read and understand the policy. **You must type out marketing budget plan in the fillable form below or attach as indicated below.** Please feel free to add additional pages, ad samples, artwork, etc. This is what is considered for approval. Any request not listed with this form is not considered for approval. Lodgers' Tax funds must be expended in accordance with the Lodgers' Tax Act for purposes of advertising, publicizing and promoting tourist-related attractions, facilities and events. Lodgers' Tax is funded by overnight stays in Roswell.

☐ Check here for First-time Event

List of eligible expenses for marketing: *Newspaper, Magazine, Radio, Television, Google Ads/ Paid Social Media, Digital Billboard, Vinyl Billboard, Posters, Flyers, Postcards, or other paid media.*

MARKETING BUDGET PLAN

Eligible Marketing Expenses *Please use and attach an additional sheet if more space is needed.*

Advertising Type	Placement/Vendor (specific):	Frequency/Run Dates:	Your Eligible Expense
Example: *Newspaper*	*Example:* *Dallas Morning News*	*Example:* *May 1-10, 2x 1/2 pg*	*Example:* *$700*

Note: All marketing must include "paid in part by City of Roswell Lodgers' Tax" logo and/or text to be eligible.

Other Eligible Expenses	Details (Source of Services / Service Employees Required / # of T-Shirts)	Your Eligible Expense
Police/Security		
Fire		
Clean-up/Sanitation		
T-Shirts (registered participant)		

TOTAL eligible expenses:	

EVENT DETAILS/SCORING

The definition of a Tourist means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax. Tourist-related events mean events that are planned for, promoted to and attended by tourists. *Lodgers' Tax Act Definitions {3-38-13 NMSA 1978}*

Please provide details of your event, along with any attachments that may help answer the specific questions below. The Occupancy Tax Board will score the event on a 100-point scale based on return on investment, historical performance, other economic impact, general attendance and event uniqueness.

Return on Investment (25 points): Detail the return on investment to the community based on tourism. Consider any additional Lodgers' Tax generated as a direct result of your organization or event, along with any estimated attendance from out-of-town visitors and estimated room nights in local lodging facilities.

The National Championship Air Races (NCAR) regularly attracted a substantial tourist trade in Reno which we expect to continue in Roswell. We expect the September 2025 event in Roswell to correspond to the economic impact statistics of 2019 (see Historical Performance below). Based on those statistics, Roswell can expect an estimated $1.1 million in Lodgers Tax receipts to the region (based on 56,000 out-of-town visitors staying average of 2.64 room nights per).

Source for detail provided: Special Event Report: 2019 National Championship Air Races Economic Impacts on Washo

Historical Performance (10 points): Include award dollars used, prior attendance and room nights.

Over the past ten years, the event has attracted more than 1 million spectators to the area and generated more than $800 million for the region's economy.

In 2019, the event had a unique attendance of approximately 82,000 with 65% being non-local visitors. 73.7% of non-local attendees stayed in a hotel. The average total spending per attendee was $2,224.43. The overall estimated economic impact was $91.7 million. (Source: Special Event Report: 2019 National Championship Air Races Economic Impacts on Washoe County, NV and Attendee Statistics, prepared by the University of Nevada, Reno, Economic Development Center and Center for Regional Studies)

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Award dollars previously used: N/A

Prior year attendance: 113,236

of overnight room nights booked: 75,000

Estimated cost of service request from City Departments (not scored):

Other Economic Impact (25 points): Additional Gross Receipts Tax generated as a direct result of your organization or event (restaurants, purchases in local stores).

We expect the September 2025 event in Roswell to correspond to the economic impact statistics of 2019 (see Historical Performance above). Based on those statistics, Roswell can expect an estimated $13 million in GRT receipts (based on $2,200 average spending per visitor using Roswell GRT rate of 7.8958%).

Attendance typee & transportation to Roswell:

Average daily spending on food/beverage: $2,200

Source for data provide listed above: Special Event Report: 2019 National Championship Air Races Economic Impacts c

General Attendance of Event (10 points): Please consider both local and out-of-town attendees.

We expect the September 2025 event in Roswell to correspond to the economic impact statistics of 2019 (see Historical Performance above). The total unique attendees should be approximately 80,000 of which approximately 56,000 (70%) will be out-of-town attendees.

24,000 Local

56,000 Outside

70 % of attendance from outside of Roswell

Source for data provided: Special Event Report: 2019 N

Uniqueness of Event (30 points): What makes this event different from others?

The National Championship Air Races is a one-of-a-kind event with almost six decades of continuous history to its credit. It is the world's only multi-class, closed course pylon racing event, and boasts over 150 racers in seven race classes. The racers compete head to head around a closed course, 50 feet off the ground, wingtip to wingtip at speeds approaching 500 mph in the fastest classes. The event evokes an atmosphere of supercharged charged energy from its incredible speeds, intense competition, international flair and storied pageantry. For one week, the Roswell area will become home to hundreds of aircraft, their pilots and crews, and tens of thousands dedicated fans that come each year to cheer them to victory.

The event itself is unique in its own right, but, this new chapter in such a storied history will undoubtedly bring attendees from all over the world who desire to be among those who witness this "first time" event in a new location, making 2025 a true "bucket list" adventure for die-hard air race fans.

NCAR moving to Roswell shows the value of commitment, persistence, and relationships in landing a community changing project. Roswell competed against over 30 other cities, some of which had much greater resources to offer, and through our professionalism and ability to build strong relationships—horizontally and vertically—we were eventually awarded the project that we envision will change Roswell forever.

Occupancy Tax Board Use Only

Return on Investment (25 points):		General Attendance (10 points):	
Historical Performance (10 points):		Uniqueness of Event (30 points):	
Other Economic Impact (25 points):		Total (100 points):	

Roswell Lodgers' Tax Funding Committee
City of Roswell
425 N Richardson Ave
Roswell, NM 88201

13 August 2024

Dear Members of the Lodgers' Tax Grant Committee,

This application is presented on behalf of the Reno Air Racing Association (RARA) to formally request sponsorship from the City of Roswell through the Lodgers' Tax Funding Program. This request seeks to secure $300,000 in funding to assist in promoting the upcoming 2025 National Championship Air Races, which will be held for the first time in your amazing city. We believe that combining the already wonderful support from your community with funds from this program, this historic event will not only be a significant milestone in its 60-year history but also a major cultural and economic boon for the City of Roswell.

The National Championship Air Races have long been celebrated as "The World's Fastest Motorsport" and its scope, pageantry and spectacle are renowned as some of the most thrilling and highly anticipated in the world. This legendary annual competition draws an incredible gathering of pilots and eager spectators from across the globe. Traditionally hosted in Reno, Nevada, the event has become an iconic part of the aviation community and a source of pride for its host city. As the races moves to their new home in Roswell, we see a unique opportunity to highlight the city's rich history, vibrant culture, and welcoming community on an international stage.

We intend to use the funds from the Lodgers' Tax Funding Program to craft a comprehensive marketing and promotional campaign that will not only drive attendance but also showcase the very best that Roswell has to offer. Our promotional efforts will include:

- **Digital and Print Advertising:** A targeted campaign that will highlight Roswell's attractions, accommodations, and unique cultural heritage to potential visitors across multiple platforms.
- **Social Media Engagement:** Leveraging our extensive social media presence to create engaging content focused on the people, history, and stories of Roswell, enticing visitors to explore the city during the event.
- **Promotional Partnerships:** Collaborating with local businesses and organizations to create co-branded promotional materials that emphasize the mutual benefits of this historic event coming to Roswell.
- **Event Programming:** Incorporating local history and culture into the event's programming, ensuring that the thousands of anticipated attendees leave with a deep appreciation for Roswell's unique identity.

We are confident that this event will not only draw significant numbers of visitors but also leave a lasting positive impact on the local economy by boosting tourism and elevating Roswell's profile as a destination of choice for future events.

The Reno Air Racing Association is committed to ensuring that the 2025 National Championship Air Races in Roswell is a resounding success, one that will set the standard for years to come. We believe that with the City of Roswell's support, we can create an unforgettable experience that celebrates both the spirit of air racing and the vibrant community of Roswell.

Thank you for considering our application. We look forward to the possibility of using this sponsorship to expand our budding partnership with the City of Roswell to make this event an extraordinary success. Should you require any further information, please do not hesitate to contact us.

Sincerely,



Greg Gibson
Marketing and Business Development Manager
Reno Air Racing Association

CC Mike Espiritu
Cisco Brink
Fred Telling
Bobbi Thompson
Tony Logoteta



ECONOMIC IMPACT - 2023

Located at the Reno Stead Airport, the National Championship Air Races (NCAR) have historically been one of the largest events in Northern Nevada. Based on our latest impact study* targeting NCAR attendees, we've compiled key data to demonstrate how the local economy was impacted by the National Championship Air Races.

ATTENDANCE

» Unique attendance: **113,236**

» Unique non-local attendance: **82,968** (This number accounted for **73.3%** of unique attendance)

» Of the unique non-local attendance, **80,434** listed the Reno Air Races was the PRIMARY reason for their visit (71% of unique attendance)

» Attendees stay in Reno-Sparks for an average of **4.5 days**

» **76.7%** of attendees would not visit the Reno Tahoe area for a reason outside of the Air Races within the following 12 months

» **20.5%** of attendees attended another event within the Reno Tahoe area in the same week

» Leading events/activities that attracted attendees:
- ***AIR RACING***
- ***AIR SHOW PERFORMANCES***
- ***RACING AND PITS***
- ***STATIC AIR CRAFT DISPLAYS***
- ***STEM EDUCATION ZONE***

» **86.2%** of non-local attendees make plans to attend the event four weeks or more in advance of the event

FUTURE ATTENDANCE

» **63.2%** plan to attend the Air Races in the future

» **91.5%** would recommend the races to family and friends

DRAW TO AVIATION:

» **47.7%** of attendees are pilots

» **48.1%** of attendees own a plane

» **32.2%** of attendees plan to purchase a plane in the future

LOCAL COMMERCE

» **72.3%** of attendees stayed in a hotel
» Average number of room nights per visitor was **2.64**

» Average total spending per day reported for respondents is **$951.65**

» Overall estimated economic impact is **$158,641,993**
- Direct impact is estimated to be **$90,887,125**
- Indirect impact is estimated to be **$35,367,626**
- Induced impact is estimated to be **$32,387,241**

**Study conducted by the University of Nevada, Reno Center for Economic Development and College of Business Center For Regional Studies, 2024.*

NATIONAL CHAMPIONSHIP AIR RACES AND AIR SHOW

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSWELL AND RENO AIR RACING ASSOCIATION

This Memorandum of Understanding (this "**MOU**"), dated as of Aug. 9, 2024, sets forth certain nonbinding understandings and binding agreements between the City of Roswell, a New Mexico municipal corporation ("**City**") and Reno Air Racing Association, a Nevada non-profit corporation ("**RARA**").

RECITALS

A. In 2023 RARA issued a request for proposals for the next host of the National Championship Air Races ("**NCAR**"). Recognizing the tremendous economic, tourism, and charitable benefits to the community, City submitted a proposal and was subsequently named the future host of the Pylon Racing Seminar ("**PRS**") and the NCAR beginning in 2025. RARA intends to operate PRS and NCAR (collectively, the "**Event**") at and around the Roswell International Air Center ("**ROW**"), which is owned by and located within the City.

B. The successful operation of the Event will require assistance and support from City, including law enforcement, emergency services, security, sanitation, infrastructure and facility improvement, compliance with FAA and TSA requirements, and an Initial Capital Investment (defined in Section 3.1) to prepare the ROW for the Event. Both parties recognize the challenge of attracting and maintaining the current fan base and so recognize that the Initial Capital Investment will be absorbed by the community or State of New Mexico with no expectation of reimbursement beyond the economic benefits gained from future attendance.

C. The parties acknowledge that RARA will continue to manage and operate the Event with the expectation that its Board will initially add at least two board members from the Roswell community shortly after the execution of this MOU and over time it is anticipated that the Board's composition will increasingly reflect its new New Mexico home.

In consideration of the foregoing, the parties desire to enter this MOU to enable the parties to work collaboratively to bring the Event to Roswell, New Mexico based upon the following nonbinding understandings and binding agreements:

1. MOU Subject To Definitive Agreement. This MOU is for discussion purposes only and is not intended to constitute a legally binding or enforceable agreement or commitment on either Party, except for Section 3 which shall be binding on the Parties in accordance with its terms.

2. Non-Binding Understandings. This Section 2 sets forth the nonbinding understandings of the parties with respect to the proposed transaction. It is the present intention of the parties that RARA operate the Event at the ROW on terms and conditions substantially similar to those set forth in this Section 2. These terms are based upon information currently available. They do not reflect all of the material terms of the proposed transaction but provide a basis for negotiating the Definitive Agreement (as defined in Section 2.1).

2.1 Definitive Agreement. The parties intend to negotiate a formal written agreement to govern the operation and management of the Event ("**Definitive**

Agreement"). Binding obligations with respect to the transactions proposed in this Section 2 shall only arise upon the execution of the Definitive Agreement by both parties.

(a) License and Use Period. City shall grant RARA a license (the "**License**") to access and use the Premises (defined below) for the operation and management of the Event for a reasonable period of time each year, but no more than thirty (30) days immediately prior to and fourteen (14) days following the FAA Waiver Period for the Event, for the purposes of Event preparation and repair (the "**Use Period**"). The FAA Waiver Period is the period of time set out in the Waiver Certificate obtained from the FAA. The times and dates for the start and end of the FAA Waiver Period for the Event will be submitted by RARA and agreed upon in writing by City and RARA.

(b) License Fees and Additional Fees. As consideration for City's consent to the staging, conduct, and operation of the Event at the ROW for the Term under the License, RARA agrees to pay a flat rate equal to $50,000 per year ("**License Fee**"). In addition to the License Fee, RARA agrees to pay such additional fees as City and RARA may agree upon for the use of certain buildings during the Use Period.

(c) Building and Land Availability. At least sixty (60) days before each Event, City and RARA will determine the areas in, on, at and about the ROW to be designated for the staging, operating and conducting of the Event, including landside and airside areas (the "**Premises**"). A preliminary map of the Premises is attached as **Exhibit A** for discussion purposes only. In determining the areas for inclusion in the Premises, the parties generally agree as follows:

(i) During the Event, RARA shall have a reasonable, nonexclusive right of ingress to and egress from the Premises over and across common areas of the airport (excluding areas designated as restricted by City), for itself and its invitees and licensees.

(ii) All aircraft stored on the Premises must be removed and relocated by no later than March 1, 2025.

(iii) City understands that covered parking is necessary for some race aircraft and agrees to split cost with RARA for temporary tents needed to allow for 40,000 square feet of enclosed parking space for race planes, if that amount of hangar space is not secured specifically for race aircraft parking for both PRS and NCAR.

(iv) For 2025, City will provide Building 1000 at $194 per day for use of the entire building, inclusive of utilities at RARA's election. If RARA only needs a portion of the building, rent shall be reduced proportionally.

(v) In addition to the Premises, RARA may arrange directly with other airport tenants for the use of any space leased by those tenants and

required for the Event. City agrees to grant consent to any such arrangements, which consent shall not be unreasonably withheld, conditioned, or delayed.

(vi) City will make available sufficient land outside the airfield for Event parking and other purposes. RARA will pay City $1 per day for each parking space sold during NCAR. City acknowledges that PRS is a training activity and therefore City agrees that participants, volunteers, and other persons involved in PRS shall be permitted to use parking facilities free of charge.

(vii) City will make all reasonable efforts to facilitate Chalet and several other hangar spaces, presently under lease with the local FBO or other tenants to include hangars 1531 and 1532.

(viii) City will make all reasonable efforts to facilitate the use of PBS affiliate KENM free of charge at Eastern New Mexico University-Roswell ("**University**") and use of the University facilities for conference areas, classrooms for safety briefings, and coordination for use of cafeteria services. NCAR will work with the University to develop a MOU covering their support and assistance including shuttle services between University and event grounds.

(ix) City shall grant RARA a right of first offer and a right of first negotiation to lease or occupy Building 1083 or a portion thereof upon the expiration or earlier termination of the existing tenant's lease. The rights of first offer and first negotiation shall be triggered when City notifies RARA that the existing tenant is or has vacated Building 1083. City shall not engage in negotiations with prospective tenants without first engaging in good faith negotiations with RARA for a period of sixty (60) days. City will complete necessary maintenance and clean-up of facility prior to leasing/licensing to NCAR.

(d) Event Management.

(i) Except for security/police, auxiliary fire, and certain sanitation services, RARA will manage and coordinate all aspects of the Event on and off the air field. This includes management of all car and RV parking on city property, and all vendor, pit, spectator and sponsor, and seating areas. Any University property will be managed by the University. NCAR will coordinate with Chaves County for utilization of County owned properties.

(ii) RARA will procure, at its sole expense, commercial liability insurance for the Event with limits of $100 million in liability coverage and naming City as an additional insured. RARA agrees to hold City harmless

for any liability arising out of the Event that is not the result of City's negligence.

(iii) RARA agrees to provide Fast Response Operational Safety Team (FROST) or equivalent fire services at RARA's expense. This is in addition to the City/County provided fire and emergency services.

(iv) City agrees to provide police services, sanitation services (does not include portable restrooms), and auxiliary fire / EMS services, during the Event, subject to annual Governing Body and Lodgers' Tax appropriations. If in any year, the appropriations are inadequate to cover these expenses the City will advise RARA and the parties will agree upon a mutually acceptable solution.

(v) City will make available roll-off dumpsters as reasonably necessary with RARA covering the tipping fees associated with each roll-off. Deposits of refuse at each roll-off shall be the responsibility of RARA. The parties will investigate options for third-party service providers to provide onsite trash collection services during the Event at RARA's expense.

(vi) City will provide, at its sole cost and expense, police, fire / EMS, and sanitation coverage from state and local public bodies (excluding sanitation collection services).

2.2 Marketing and Tourism

(a) Subject to Occupancy Tax Board and Governing Body approval, City commits to funding a marketing campaign of up to $300,000.00 per year beginning this fiscal year ending June 30, 2025. Future payments will be executed annually.

(b) City commits to support all mutually agreed upon marketing grant requests made to the New Mexico Tourism Board.

(c) RARA agrees to give equitable treatment and benefits to City as it does RARA's largest event sponsor. City acknowledges that (i) NCAR cannot have more than one title sponsor or presenting sponsor and (ii) certain benefits that are exclusive to those sponsorship opportunities cannot be shared.

3. Binding Agreements. This Section 3 shall constitute a legally binding and enforceable agreement between the parties. In consideration of the significant expenses that the parties will incur in pursuing the proposed transaction and drafting and negotiating the Definitive Agreement, the Parties agree as follows:

3.1 Initial Capital Investment. Subject to State allocations and governing body approval, City agrees to contribute, directly or indirectly, no less than Nine Million Dollars ($9,000,000) ("**Initial Capital Investment**") to fund capital improvements and assets to

prepare the ROW for the Event. City agrees to consult with RARA to prepare a detailed budget for the design, permitting, construction, and other site work necessary for the Event.

3.2 Race Course and Facility Improvements. RARA shall as expeditiously as possible, but no later than 240 days before the first NCAR event (PRS planned for May 2025, therefore October 1, 2024), provide the proposed race course design, pylon locations, and airside spectator and participant areas for regulatory approval and for inclusion in a master event agreement. The parties acknowledge that the FAA will likely require 4 to 6 weeks to review the race course designs and all other plans must be submitted with the accreditation proposal that will not be reviewed or validated by the FAA until PRS in May.

(a) RARA will obtain FAA approval for race course designs. City will obtain TSA approval.

(b) City commits to making necessary facility improvements, up to a value of $2 million dollars, in consultation with RARA, for FAA and TSA approval of site plans, subject to Governing Body, state, and federal appropriations.

(c) RARA agrees to acquire any land or easements to create the course area on non-municipal property. RARA will then transfer said rights in land to the City for maintenance and preservation. If RARA party is unable to secure said agreements by November 1, 2024, RARA may terminate this MOU or postpone the first Event in Roswell.

(d) If City money is used, RARA shall be responsible for paying or reimbursing City for any reasonable consideration paid by City in exchange for whatever rights, licenses, or easements are needed to create the course on non-municipal property.

(e) City agrees to provide all materials, construction, installation, and maintenance of pylons to RARA's standard specifications.

(f) City agrees to engineer and cut in additional emergency landing strip(s) at or around the ROW which meet RARA and FAA standards within the race course area, location(s) to be determined.

(g) In addition to the emergency landing strips at or around the ROW, City shall secure approval to use the landing strips at or around the Roswell Correctional Center and shall prepare the same for use as additional emergency landing strips.

(h) The parties agree that use of the existing control tower is necessary to conduct the event. The approval of a separate MOU between RARA and the FAA shall be a condition precedent to RARA's obligations hereunder.

(i) City shall construct a ramp staging area for RARA activities between Taxiway C and closed runway 12/30, approximately 3,200 feet long and 100 feet wide, commencing from the north end of the north/south segment of

Taxiway C and running parallel with Runway 17/35 until it intersects with closed runway 12/30, as depicted on **Exhibit B** (the "**Ramp Staging Area**").

(j) City shall install approximately seventy (70) tie downs to be used with steel cabling for race aircraft parking during the Event. The final number and locations shall be confirmed by RARA. The tie downs may be installed during ramp renovation or after paving projects are complete, but in either case no later than 30 days before PRS commences. City also grants RARA permission to make whatever modifications to the grounds as may be necessary to conduct the event, including but not limited to use of anchors or stakes driven into the ramp to secure large tents.

(k) City shall not allow any construction at or around the ROW that would interfere with RARA's ability to conduct and operate the Event. Without limiting the foregoing, City agrees that no buildings will be constructed within the race course footprint (including safety radius).

3.3 Parking and Spectator Areas. RARA will propose NCAR landside locations for City's concurrence for car and RV parking, spectator and sponsor areas and entrances in addition to any improvements necessary to provide general aviation parking for no less than 400 aircraft no later than 270 days before the first NCAR event, therefore December 15, 2024). A MOU covering transient aircraft parking, aircraft fueling pricing and other FBO required support services will be developed directly with AvFlight, the onsite FBO.

(a) Up to a value of $3.5 million dollars, in coordination with RARA, City will procure, construct, and maintain bleachers for use at NCAR events. These bleachers are anticipated to seat approximately 10,000 individuals. It is recognized that bleachers will be capitalized over time through the Definitive Agreement. City will make bleachers ready for use no later than September 1, 2025.

(b) Up to a value of $5.5 million dollars, City will fully clear designated areas of dirt and vegetation on the ramp and prepare additional surface treatment as required for the public areas of the event, including but not limited to areas designated for vendors, exhibitors, temporary seating, aircraft displays and pit parking. City may treat portions of the public areas with chip seal to limit costs, provided that a slurry seal is added the following year. The Ramp Staging Area will be treated using asphalt rated to withstand a minimum of 50,000 pounds. The pedestrian entrance walkway will be treated using asphalt, though the rating does not need to be as high.

(c) City shall flatten the shooting range berm halfway off Rwy 35.

(d) Over the next five years, subject to federal and state funding, City commits to seek all necessary funding for the expansion of its passenger terminal in anticipation of increased demand of commercial service for the Event.

(e) RARA and City are committed to establishing appropriate shuttle services and Trams from parking and RV locations to the flight line as necessary for both PRS and NCAR.

(f) The City will facilitate the coordination with Chaves County to provide equipment and labor for facility improvements necessary to be completed prior to PRS and NCAR scheduled events in May and September.

3.4 Term. The event will have an initial term of three (3) years ("Initial Term") during which the parties will aggressively support the successful relaunch of the National Championship Air Races. This term shall also be reflected in the Definitive Agreement. If, during the Initial Term, the Event is unprofitable for three consecutive years, RARA shall have the right to relocate the event and to cancel the Definitive Agreement, which will become null and void with no penalty payments by or to either party. Upon the expiration of the Initial Term, the term of the Definitive Agreement shall automatically extend for a period of five years ("Term"). Thereafter, the Term of the Agreement shall automatically renew for successive five-year periods unless terminated by RARA or the City, or extended, in each case, pursuant to the terms and conditions of the Definitive Agreement.

3.5 Confidentiality. During the term of this MOU, either party (as the "**Disclosing Party**") may disclose or make available to the other party (as the "**Receiving Party**") information about its business affairs, products/services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**").

(a) The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this MOU; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this MOU. The Receiving Party shall be responsible for any breach of this Section 3.4 caused by any of its representatives.

(b) Within seven (7) days following the mutual execution of this MOU by both parties, RARA shall make available for inspection by City the following Confidential Information:

(i) Five (5) years' of financials (i.e. balance sheet and income statements); and

(ii) A proposed budget for 2025.

3.6 Term and Termination. The rights and obligations of the parties contained in this MOU shall expire upon the execution of the Definitive Agreement. If the parties have not executed a Definitive Agreement within one hundred eighty (180) days from the date of this MOU, then either party shall be entitled to terminate this agreement without any obligation or liability to the other party, provided however that Sections 3.3, 3.4, 3.5 and 3.6 shall survive such termination.

3.7 Miscellaneous.

(a) RARA will comply with all applicable New Mexico federal, state, and local laws.

(b) All final annual funding is subject to governing body approval and the Bateman Act, NMSA 1978, §§ 6-6-11 and 6-6-13 to 6-6-18.

(c) This MOU may be executed in multiple parts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

[*remainder of page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date set forth above.

Reno Air Racing Association

See signatures pg 11

By: Frederick W. Telling
Title: Chairman and CEO

City of Roswell

See signatures pg 11

By: The Honorable Tim Jennings
Title: Mayor, City of Roswell

EXHIBIT A
EVENT PREMISES

[NTD: MAP CURRENTLY UNDER DEVELOPMENT, EXHIBIT TO BE ATTACHED AT A LATER DATE]

EXHIBIT B
RAMP STAGING AREA



Signature: Fred Telling
Fred Telling (Aug 9, 2024 11:12 EDT)
Email: fred.telling@gmail.com

Signature: Timoth Z. Jennings
Timoth Z. Jennings (Aug 9, 2024 15:39 MDT)
Email: mayortimjennings@roswell-nm.gov

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 8.
Meeting Date: 05/08/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of a new lease agreement for equipment with PTS Office Systems, Inc. of Roswell, NM. (Corn/Bechtel) (pg.)

BACKGROUND:
Initiated by: Jeff Bechtel

The current Lease Agreement for equipment has been in place with PTS Office Systems, Inc. since February 2020. The lease is currently expired. PTS Office Systems Inc.'s new 5-year lease will replace all current units with new equipment and include added features to some department units.

FINANCIAL CONSIDERATION
Budgeted in Fiscal Year 2025 and in the current budget for FY26.

LEGAL REVIEW:
The Legal Department advised sending it to Finance.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval (5-0) at its meeting on May 1, 2025.

STAFF RECOMMENDATION:
The Finance Committee is asked to consider approval of the new Lease Agreement for equipment with PTS Office Systems, Inc., and authorization for the city manager to execute the lease agreement.

Attachments

COR - UPDATED Equipment Breakdown - GSA Contract
GSA Contract Catalog - COR

ROSWELL
New Mexico

City of Roswell
Kyocera Equipment Upgrade
GSA Contract # GS-03F-045DA

COPIERS, PRINTERS, FAX
PTS OFFICE SYSTEMS INC.
The Future of Office Technology

				PROPOSED EQUIPMENT															
C	#	Location	Area	Tag #	Make	Model	Speed	BW/Color	Serial #	Lease & Maint. Cost	Included BW	Average Volume BW	BW CPC	BW Overage Cost	Included Color	Average Volume Color	Color CPC	Color Overage Cost	TOTALS	Configuration
	1	Administration	Admin 1st floor		Kyrocera	TASKalfa 5054ci	50ppm	Color				3,985	$0.0070			9,785	$0.0455			Copy/Print/Scan, DP7150, PF7150, DF7120, AK7110, PH7A
	2	Administration	**CANT FIND**		Kyrocera	Ecosys 6635cidn	35ppm	Color				13	$0.0070			2	$0.0455			MFP - Copy/Print/Scan/Fax
	3	Administration	Admin. Basement Copy		Kyrocera	TASKalfa 4054ci	40ppm	Color				405	$0.0070			1,416	$0.0455			Copy/Print/Scan, DP7150, PF7150
	4	Administration	HR (Loaner)		Kyrocera	TASKalfa 4054ci	40ppm	Color				1,411	$0.0070			8,819	$0.0455			Copy/Print/Scan, DP7150, PF7150, AK7110, DF7120
	5	Administration	HR		Kyrocera	Ecosys 6635cidn	35ppm	Color				3,431	$0.0070			5,098	$0.0455			MFP - Copy/Print/Scan/Fax
	6	Administration	Payroll		Kyrocera	TASKalfa 4054ci	40ppm	Color				1,332	$0.0070			5,335	$0.0455			Copy/Print/Scan, DP7150, Stand
	7	Administration	2nd Floor Finance		Kyrocera	TASKalfa 4054ci	40ppm	Color				5,419	$0.0070			7,874	$0.0455			Copy/Print/Scan, DP7150, DF7120, PH7A, AK7110, Stand
	8	Police Dept.	RM 14 Front Desk		Kyrocera	Ecosys 3655idn	55ppm	B\W				312	$0.0070							MFP - Copy/Print/Scan/Fax
	9	Police Dept.	1st Fl Office		Kyrocera	TASKalfa 4054ci	40ppm	Color				553	$0.0070			818	$0.0455			Copy/Print/Scan, DP7150, PF7150
	10	Police Dept.	Booking 1st fl		Kyrocera	Ecosys 3655idn	55ppm	B\W				1,042	$0.0070							MFP - Copy/Print/Scan/Fax
	11	Police Dept.	Prop Rm 1st fl		Kyrocera	Ecosys 3655idn	55ppm	B\W				670	$0.0070							MFP - Copy/Print/Scan/Fax
	12	Police Dept.	Briefing 1st fl		Kyrocera	TASKalfa 4054ci	40ppm	Color				4,413	$0.0070			1,303	$0.0455			Copy/Print/Scan, DP7150, PF7150
	13	Police Dept.	1st Fl TSU		Kyrocera	TASKalfa 4054ci	40ppm	Color				204	$0.0070			346	$0.0455			Copy/Print/Scan, DP7150, Stand
	14	Police Dept.	1st Fl Records		Kyrocera	TASKalfa 6004i	60ppm	B\W				8,489	$0.0070							Copy/Print/Scan, DP7160, PF7150, AK7110, DF7120
	15	Police Dept.	Safe Coalition PD		Kyrocera	Ecosys 6635cidn	35ppm	Color				28	$0.0070			4	$0.0455			MFP - Copy/Print/Scan/Fax
	16	Police Dept.	2 RPD Training		Kyrocera	Ecosys 3655idn	55ppm	B\W				103	$0.0070							MFP - Copy/Print/Scan/Fax
	17	Police Dept.	2nd Fl Commons		Kyrocera	TASKalfa 4054ci	40ppm	Color				1,365	$0.0070			1,540	$0.0455			Copy/Print/Scan, DP7150, PF7150
	18	Fire Station 1			Kyrocera	TASKalfa 5054ci	50ppm	Color				2,510	$0.0070			1,943	$0.0455			Copy/Print/Scan, DP7150, PF7150, DF7120, AK7110
	19	Fire Station #2	Fire St #2		Kyrocera	Ecosys 3655idn	55ppm	B\W				67	$0.0070							MFP - Copy/Print/Scan/Fax
	20	Fire Station #3			Kyrocera	Ecosys 6635cidn	35ppm	Color				182	$0.0070			369	$0.0455			MFP - Copy/Print/Scan/Fax
	21	Fire Station #3	Fire St. #3		Kyrocera	Ecosys 3655idn	55ppm	B\W				495	$0.0070							MFP - Copy/Print/Scan/Fax
	22	Fire Station #4	Fire St #4		Kyrocera	Ecosys 3655idn	55ppm	B\W				146	$0.0070							MFP - Copy/Print/Scan/Fax
	23	Fire Station #5	Fire St #5		Kyrocera	Ecosys 3655idn	55ppm	B\W				19	$0.0070							MFP - Copy/Print/Scan/Fax
	24	Fire Station #6	Fire St #6		Kyrocera	Ecosys 3655idn	55ppm	B\W				48	$0.0070							MFP - Copy/Print/Scan/Fax
	25	Fire Station #7			Kyrocera	Ecosys 3655idn	55ppm	B/W					$0.0070							MFP - Copy/Print/Scan/Fax
	26	Fire Prevention	Fire Prev. Bureau		Kyrocera	TASKalfa 4054ci	40ppm	Color				203	$0.0070			309	$0.0455			Copy/Print/Scan, DP7150, Stand
	27	Landfill (Solid Waste)	Landfill		Kyrocera	TASKalfa 4054ci	40ppm	Color				2,817	$0.0070			905	$0.0455			Copy/Print/Scan, DP7150, PF7150
	28	Municipal Court	Admin Front Desk		Kyrocera	Ecosys 3655idn	55ppm	B\W				266	$0.0070							MFP - Copy/Print/Scan/Fax
	29	Municipal Court	Admin Front Desk		Kyrocera	Ecosys 3655idn	55ppm	B\W				282	$0.0070							MFP - Copy/Print/Scan/Fax
	30	Municipal Court	Court Rm Judge		Kyrocera	Ecosys 3655idn	55ppm	B\W				1,254	$0.0070							MFP - Copy/Print/Scan/Fax
	31	Municipal Court	Court Compliance #2		Kyrocera	Ecosys 3655idn	55ppm	B\W				13	$0.0070							MFP - Copy/Print/Scan/Fax
	32	Municipal Court	Crt Compliance		Kyrocera	Ecosys 3655idn	55ppm	B\W				145	$0.0070							MFP - Copy/Print/Scan/Fax
	33	Municipal Court			Kyrocera	TASKalfa 5054ci	50ppm	Color				3,433	$0.0070			935	$0.0455			Copy/Print/Scan, DP7150, PF7150, AK7110, DF7120, PH7A
	34	Public Library	Frt Desk		Kyrocera	Ecosys 3655idn	50ppm	B\W				2,493	$0.0070							MFP - Copy/Print/Scan/Fax
	35	Public Library	Child. Library		Kyrocera	Ecosys 3655idn	50ppm	B\W				1,436	$0.0070							MFP - Copy/Print/Scan/Fax
	36	Public Library	Reference Desk		Kyrocera	Ecosys 3655idn	50ppm	B\W				121	$0.0070							MFP - Copy/Print/Scan/Fax
	37	Public Library			Kyrocera	Ecosys 6635cidn	35ppm	Color				211	$0.0070			895	$0.0455			MFP - Copy/Print/Scan/Fax
	38	Public Library	Prod. Rm		Kyrocera	TASKalfa 4054ci	40ppm	Color				1,260	$0.0070			2,905	$0.0455			Copy/Print/Scan, DP7150, AK7110, DF7120, Stand
	39	City Public Works	Special Elec.		Kyrocera	Ecosys 3655idn	50ppm	B\W				55	$0.0070							MFP - Copy/Print/Scan/Fax
	40	City Public Works	Warehouse Frt Desk		Kyrocera	TASKalfa 4054ci	40ppm	Color				202	$0.0070				$0.0455			Copy/Print/Scan, DP7150, Stand
	41	City Public Works	Admin WM&T		Kyrocera	TASKalfa 4054ci	40ppm	Color				918	$0.0070			3,744	$0.0455			Copy/Print/Scan, DP7150, Stand
	42	Communications Center	Dispatch 9		Kyrocera	Ecosys 6635cidn	35ppm	Color					$0.0070				$0.0455			MFP - Copy/Print/Scan/Fax
	43	Communications Center	Dispatch 8		Kyrocera	Ecosys 3655idn	50ppm	B\W					$0.0070							MFP - Copy/Print/Scan/Fax
	44	Communications Center	Dispatch 7		Kyrocera	Ecosys 3655idn	50ppm	B\W					$0.0070							MFP - Copy/Print/Scan/Fax
	45	Communications Center	Dispatch 6		Kyrocera	Ecosys 3655idn	50ppm	B\W				2,016	$0.0070							MFP - Copy/Print/Scan/Fax
	46	Communications Center	Dispatch 3		Kyrocera	Ecosys 3655idn	50ppm	B\W				669	$0.0070							MFP - Copy/Print/Scan/Fax
	47	Communications Center	Dispatch 2		Kyrocera	Ecosys 3655idn	50ppm	B\W				2,285	$0.0070							MFP - Copy/Print/Scan/Fax
	48	Communications Center	Dispatch 4		Kyrocera	Ecosys 3655idn	50ppm	B\W				484	$0.0070							MFP - Copy/Print/Scan/Fax
	49	Communications Center	Dispatch 5		Kyrocera	Ecosys 3655idn	50ppm	B\W				390	$0.0070							MFP - Copy/Print/Scan/Fax
	50	Communications Center	Dispatch 1		Kyrocera	Ecosys 3655idn	50ppm	B\W				573	$0.0070							MFP - Copy/Print/Scan/Fax
	51	Communications Center	Dispatch		Kyrocera	TASKalfa 4054ci	40ppm	Color				410	$0.0070			618	$0.0455			Copy/Print/Scan, DP7150, PF7150, AK7110, DF7120, PH7A
	52	IT	Admin Front office		Kyrocera	TASKalfa 4054ci	40ppm	Color				230	$0.0070			879	$0.0455			Copy/Print/Scan, DP7150, PF7150, AK7110, DF7120, PH7A
	53	Parks & Rec	Maintenance Yard		Kyrocera	Ecosys 6635cidn	35ppm	Color				148	$0.0070				$0.0455			MFP - Copy/Print/Scan/Fax
	54	Parks & Rec	Aquatics		Kyrocera	TASKalfa 4054ci	40ppm	Color				895	$0.0070			1,268	$0.0455			Copy/Print/Scan, DP7150, AK7110, DF7120, PF7150
	55	Water Dept.	Back		Kyrocera	TASKalfa 4054ci	40ppm	Color				5,628	$0.0070				$0.0455			Copy/Print/Scan, DP7150, Stand
	56	Water Dept.	Front Desk		Kyrocera	Ecosys 3655idn	55ppm	B\W				3,157	$0.0070							MFP - Copy/Print/Scan/Fax
	57	Animal Control	Dispatch		Kyrocera	Ecosys 3655idn	55ppm	B\W				2,552	$0.0070							MFP - Copy/Print/Scan/Fax
	58	Animal Control	Front		Kyrocera	TASKalfa 4054ci	40ppm	Color				1,217	$0.0070				$0.0455			Copy/Print/Scan, DP7150, Stand
	59	Spring River Golf Course			Kyrocera	Ecosys 6635cidn	35ppm	Color				671	$0.0070			647	$0.0455			MFP - Copy/Print/Scan/Fax
	60	Spring River Zoo	Conf. Room		Kyrocera	TASKalfa 4054ci	40ppm	Color				239	$0.0070			275	$0.0455			Copy/Print/Scan, DP7150, Stand
	61	Planning	1st Fl Front office		Kyrocera	TASKalfa 4054ci	40ppm	Color				984	$0.0070			2,997	$0.0455			Copy/Print/Scan, DP7150, PF7150
	62	CDC Code Enforcement	Code Enf.		Kyrocera	Ecosys 6635cidn	35ppm	Color				20	$0.0070			112	$0.0455			MFP - Copy/Print/Scan/Fax, PF5100

63	Engineering	2nd Fl Work Room	Kyrocera	TASKalfa 4054ci	40ppm	Color			2,018	$0.0070			5,533	$0.0455		Copy/Print/Scan, DP7150, PF7150
64	Code Enforcement		Kyrocera	TASKalfa 5054ci	50ppm	Color			856	$0.0070			2,295	$0.0455		Copy/Print/Scan, DP7150, PF7150, AK7110, DF7120, PH7A
65	Transit Bus Station	Bus Station	Kyrocera	TASKalfa 4054ci	40ppm	Color			1,890	$0.0070			777	$0.0455		Copy/Print/Scan, DP7150, Stand
66	Visitors Bureau		Kyrocera	Ecosys 6635cidn	35ppm	Color			189	$0.0070			541	$0.0455		MFP - Copy/Print/Scan/Fax
67	Museum		Kyrocera	TASKalfa 4054ci	40ppm	Color			493	$0.0070			2,474	$0.0455		Copy/Print/Scan, DP7150, PF7150, AK7110, DF7120
68	Central Control Workshop	Conference RM	Kyrocera	TASKalfa 4054ci	40ppm	Color			121	$0.0070			514	$0.0455		Copy/Print/Scan, DP7150, PF7150
69	Lab	Copy Room (**CAN'T FIND**)	Kyrocera	TASKalfa 4054ci	40ppm	Color			1,070	$0.0070			1,107	$0.0455		Copy/Print/Scan, DP7150, PF7150
70	Facility Maintenance		Kyrocera	TASKalfa 4054ci	40ppm	Color			213	$0.0070			271	$0.0455		Copy/Print/Scan, DP7150, Stand
71	Waste WWTP	Water Lab	Kyrocera	Ecosys 3655idn	55ppm	B\W			913	$0.0070						MFP - Copy/Print/Scan/Fax
72	Airport	2nd Fl Copy Rm	Kyrocera	TASKalfa 4054ci	40ppm	Color			1,749	$0.0070			2,648	$0.0455		Copy/Print/Scan, DP7150, AK7110, DF7120, PF7150
73	Airport	Security Office	Kyrocera	TASKalfa 4054ci	40ppm	Color				$0.0070				$0.0455		Copy/Print/Scan, DP7150, AK7110, DF7120, PF7150
74	Cemetary	Front Office	Kyrocera	Ecosys 6635cidn	35ppm	Color			232	$0.0070			152	$0.0455		MFP - Copy/Print/Scan/Fax
75	Engineering Lab	L. Romero	Kyrocera	TASKalfa 5004i	50ppm	B\W			429	$0.0070						Copy/Print/Scan, DP7150, PF7150
	TOTALS						$9,962.00	100,000	84,492	$0.00	35,000	77,453		$0.00	$10,628.00	

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GSA

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Special Item Numbers:
333316C/339940
53240C
811212SA
532420LTOP/532420LC
333316CPC
333316F
541611MPS
541611O

Contents

- Contract Information
- Ordering Information
- Multifunction Printers
- Software
- Flat Rate Program
- Cost Per Copy Program
- Discontinued Supplies
- Discontinued Maintenance
- Service and Supplies
- Sample Purchase Orders



Contract Number: GS-03F-045DA

Contract Period: January 22, 2021 - January 21, 2026
Up to and including Modification PS-0086
Large Office Management Category,
Sub Category - Printing and Photographic Equipment
Solicitation Number - 47QSMD20R0001

› PRINT › COPY › SCAN › FAX

ECOSYS M3655idn

BLACK & WHITE MULTIFUNCTIONAL PRINTER

ECONOMICAL. ECOLOGICAL. ECOSYS TECHNOLOGY.



The **ECOSYS M3655idn** was created to meet the need for a black & white MFP that is small in size but big on features. At speeds up to 57 ppm, it offers impressive performance, with full print, copy, color scan and fax capabilities, exceptional print quality, standard Dual Scan Document Processor, high paper capacity, and features and functionality accessible from a tablet-like 7" color touch screen interface. Business applications drive productivity with secure mobile printing and scanning, and solutions designed to fit your unique workflows. High yield consumables complete the picture, for a powerful desktop device with the low total cost of ownership your business deserves.

› Crisp B&W Business Output up to 57 Pages per Minute

› Customizable 7" Color Touch Screen Interface (TSI)

› HyPAS Capable to Run KYOCERA Business Applications

› Standard 100 Sheet Dual Scan Document Processor

› Standard 600 Sheet Capacity; Upgradable to 2,600 Sheets

› KYOCERA Mobile Print™, Apple AirPrint® (Requires IB-36), Google Cloud Print™ and Mopria® Print Services Compatible

› KFS Ready - KYOCERA Fleet Services, a Secure Cloud-Based Monitoring System, Optimizes Device Uptime and Reduces Cost

› KNM Ready - KYOCERA Net Manager, an Administrative Interface to Manage User Print Policies (How and Where Users Print) and Print Devices

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ECOSYS M3655idn

Monochrome MFP

PURCHASE PRICE SIN 333316C - Includes: Delivery, installation and 90 day On-site warranty.

Model	Description	Price
ECOSYS M3655idn	57 PPM A4 Monochrome 4 in 1 MFP Copy, Print, Fax, Color Scan	$ 2,111.00
Accessories* See footnote below.		
PF-3110	500 sheets optional paper feed cassette	182.00
SD-144-1GB(DDR3)	Printer Memory (1GB)	92.00
IB-50	Gigabit Ether Net Board	258.00
IB-51	Wireless LAN NIC	344.00
HD-6	SSD Memory Storage Device (32GB)	245.00
HD-7	SSD Memory Device (128GB)	350.00
PCL Barcode Flash 3.0 (TYPE D)	Barcode Flash	219.00
Data Security (F)	Data Security	335.00
Card Reader Holder 10	Card Reader Attachment	36.00
SDHC Card -32G	SD Card Memory for storage 32GB	50.00
SDHC Card -16G	SD Card Memory for storage 16GB	20.00
UG-33	Upgrade Kit for Thin Print Support	81.00
MS-5100	Manual Stapler	192.00
Stand	Stand	242.00
NetGard with Key Pad on Card Reader	Key pad on reader for non-HyPAS or HyPAS where the customer wants to enter pin code from card reader.	928.00
Surge Protector	15 Amp Surge Protector	135.00

MONTHLY RENTAL PRICING SIN 53240C - Includes: Delivery, installation and 90 day On-site warranty.

MODEL	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.
ECOSYS M3655idn	150.53	86.97	64.71	57.58
Accessories* See footnote below..				
PF-3110	12.24	6.59	4.61	3.97
SD-144-1GB(DDR3)	8.03	4.32	3.03	2.61
IB-50	17.62	9.48	6.63	5.72
IB-51	23.77	12.80	8.95	7.72
HD-6	16.96	9.13	6.39	5.51
HD-7	24.23	13.05	9.13	7.86
PCL Barcode Flash 3.0 (TYPE D)	15.06	8.11	5.67	4.90
Data Security (F)	24.25	13.05	9.13	7.87
Card Reader Holder 10	2.54	1.37	0.96	0.83
SDHC Card -32G	3.49	1.88	1.31	1.13
SDHC Card -16G	1.39	0.75	0.52	0.45
UG-33	5.67	3.05	2.13	1.85
MS-5100	13.15	7.08	4.95	4.27
Stand	16.79	9.04	6.32	5.45
NetGard with Key Pad on Card Reader	64.00	34.45	24.10	20.78
Surge Protector	9.00	4.86	3.40	2.93

Monthly rental payment includes service and supplies. Includes 2,000 copies per month, with an excess copy charge of $0.0069.

SUPPLIES SIN 339940

ITEM	DESCRIPTION	PURCHASE PRICE/ CARTRIDGE	YIELD/ CARTRIDGE	CASE QUANTITY	PURCHASE PRICE/CASE	YIELD/ CASE
TK-3182	Black Toner	$ 78.00	21,000	15	1,173.00	315,000
MK-3302	Maintenance Kit	-	500,000	1 Kit	341.00	500,000
MK-3140	Maintenance Kit	-	200,000	1 Kit	86.00	200,000

MAINTENANCE SIN 811212SA - Service & Supplies*

Base Monthly - $13.75 includes 2,000 copies
Excess Copy Charge - 0.0069

*Includes all parts, drum, labor and all consumable items except staples and paper.

MAINTENANCE Service Only**

Base Monthly - $7.45 includes 2,000 copies
Excess Copy Charge - 0.0037

**Includes all parts, drum, labor and all consumable items except toner, staples and paper.

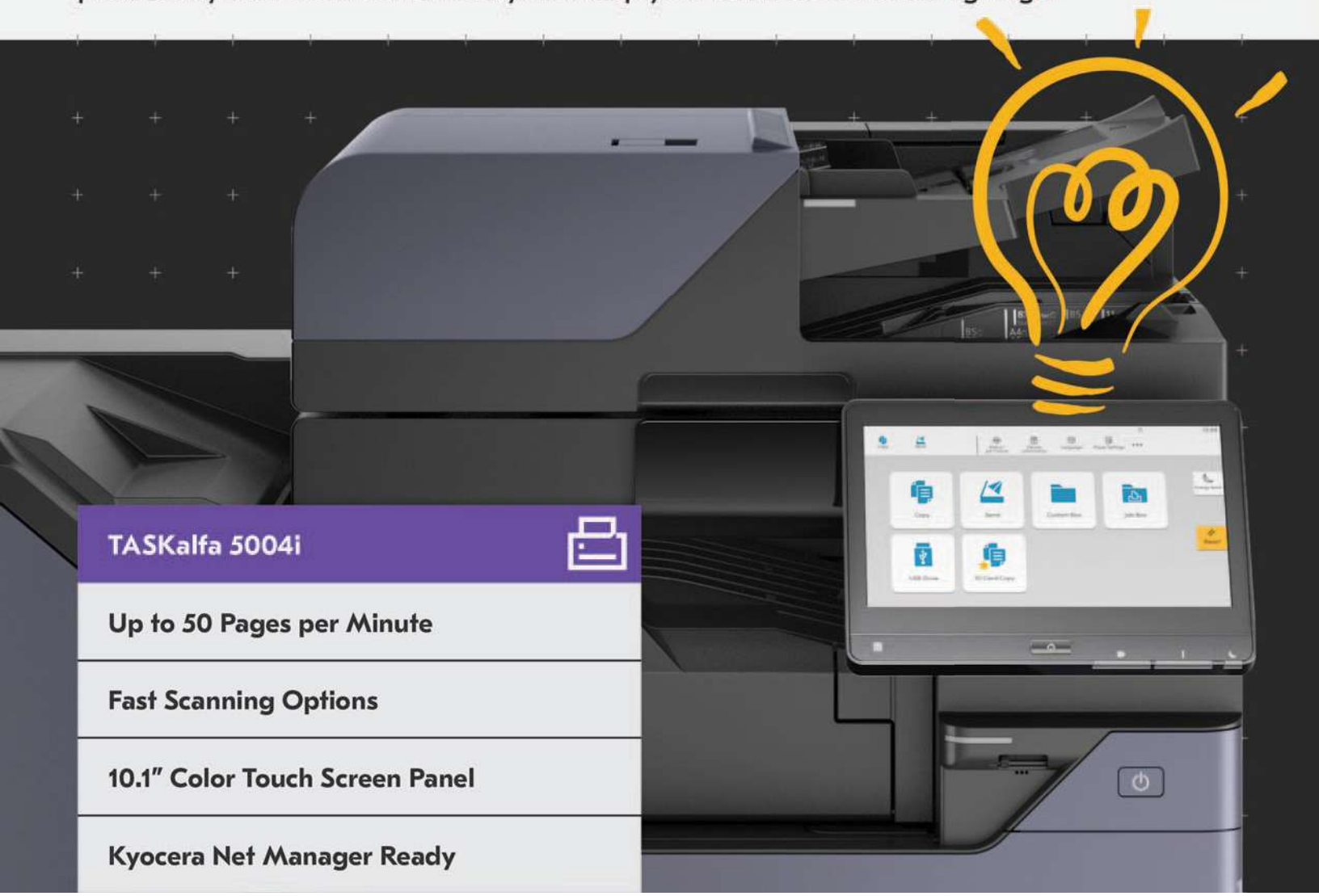
***Accessories cannot be purchased separately on Schedule. Accessories are available only on an open market basis. If a customer needs to order accessories only, a separate open market purchase order must be issued.**

Promotional pricing is available. Please contact your Kyocera National Account Manager for details.
Lease Plans are available. LTOP (SIN 532420LTOP) and Operating Lease (SIN 532420LC).

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Your Workplace Evolution

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TASKalfa 5004i — Monochrome MFP

PURCHASE PRICE SIN 333316C - Includes: Delivery, installation and 90 day On-site warranty.

Model	Description	Price
TASKalfa 5004i	50 PPM A3 B&W MFP	4,962.00
Accessories* See footnote below.		
DP-7150	140 Sheet Reversing Automatic Document Processor	890.00
DP-7160	320 Sheet DSDP with Multi-Feed Sensor	1,241.00
DP-7170	320 Sheet DSDP with Multi-Feed + staple detection	1,541.00
DF-7100	500 Sheet Internal Finisher	807.00
DF-7120	1,000 Sheet Finisher (Requires AK-7110 for installation)	889.00
DF-7140	4,000 Sheet Finisher (100 Sheet Staple)(Requires AK-7110 for installation)	1,565.00
DF-7150	4,000 Sheet Finisher (100 Sheet Staple)(Requires AK-7110 for installation)	2,777.00
AK-7110	Attachment Kit for DF-7120/DF-7140/DF-7150	92.00
PF-7140	Dual 500 Sheet Paper Trays	807.00
PF-7150	Dual 1,500 Sheet Paper Trays	865.00
PF-7120	3,000 Sheet Side Large Capacity Tray - Letter	819.00
PH-7A	Punch Unit for DF-7120/7110	387.00
PH-7100	Punch Unit for DF-7100	387.00
BF-730	Booklet and Tri Folding Unit for DF-7140 - 4,000 Sheet Finisher	866.00
BF-9100	Booklet and Tri Folding Unit for DF-7150 - 4,000 Sheet Finisher	891.00
MT-730(B)	7 Bin Mailbox for 4,000 Sheet Finisher	578.00
JS-7100	Job Separator	118.00
JS-7110	Inner Shift Tray	238.00
Fax System 12	Fax Board	667.00
Keyboard Holder 10	Keyboard Tray Kit	65.00
Internet FAX Kit (A)	Internet Fax Kit (requires Fax System 12)	173.00
Banner Guide 10	MPT Guide attachment to assist the feeding of banner paper	179.00
Scan Extension Kit(A)	Searchable PDF Kit	347.00
UG-33	Upgrade Kit for Thin Print Support	81.00
UG-34	Optional Printer Emulation	323.00
IB-50	Gigabit EtherNet Board for Dual NIC	258.00
IS-7100	Inserter Unit (for the 60/70 ppm systems only)	2,429.00
ZF-7100	Z-Fold Unit (for the 60/70 ppm systems only) <3>	6,442.00
AK-7120	Attachment Kit for the ZF-7100	115.00
IB-37	Wireless LAN/Interface (2.4GHz/5GHz multi-band)	97.00
Data Security Kit 10	Data Security Kit 10 Required for customers that require FIPS 140-2 for Communication and HCD-PP Certification	216.00
HD-16	Large Capacity HDD (1TB)	881.00
IB-51	Wireless LAN NIC	344.00
DT-730(B)	Original Hard Copy Holder	26.00
NetGard with Key Pad on Card Reader	Key pad on reader for non-HyPAS or HyPAS where the customer wants to enter pin code from card reader.	928.00
Platen Cover Type E	Platen Cover	68.00
NK-7130	Numeric Keypad	73.00
Surge Protector-MX (15A)	15 Amp Surge Protector	135.00
Copier Stand	Copier Cabinet Stand	260.00

SUPPLIES SIN 339940

ITEM	DESCRIPTION	PURCHASE PRICE/ CARTRIDGE	YIELD/ CARTRIDGE	CASE QUANTITY	PURCHASE PRICE/CASE	YIELD/ CASE
TK-6347	Black Toner	120.64	40,000	12 btls/case	1,448.00	480,000
MK-6345	Maint. Kit	516.00	-	1/case	516.00	600,000
WT-8500	Waste Toner Box	-	-	9/case	143.00	360,000
SH-10 staples		-	-	3 ctgs/case	43.00	15,000
SH-12 staples		-	-	3 ctgs/case	74.00	15,000
SH-14 staples		-	-	5 ctgs/case	155.00	25,000

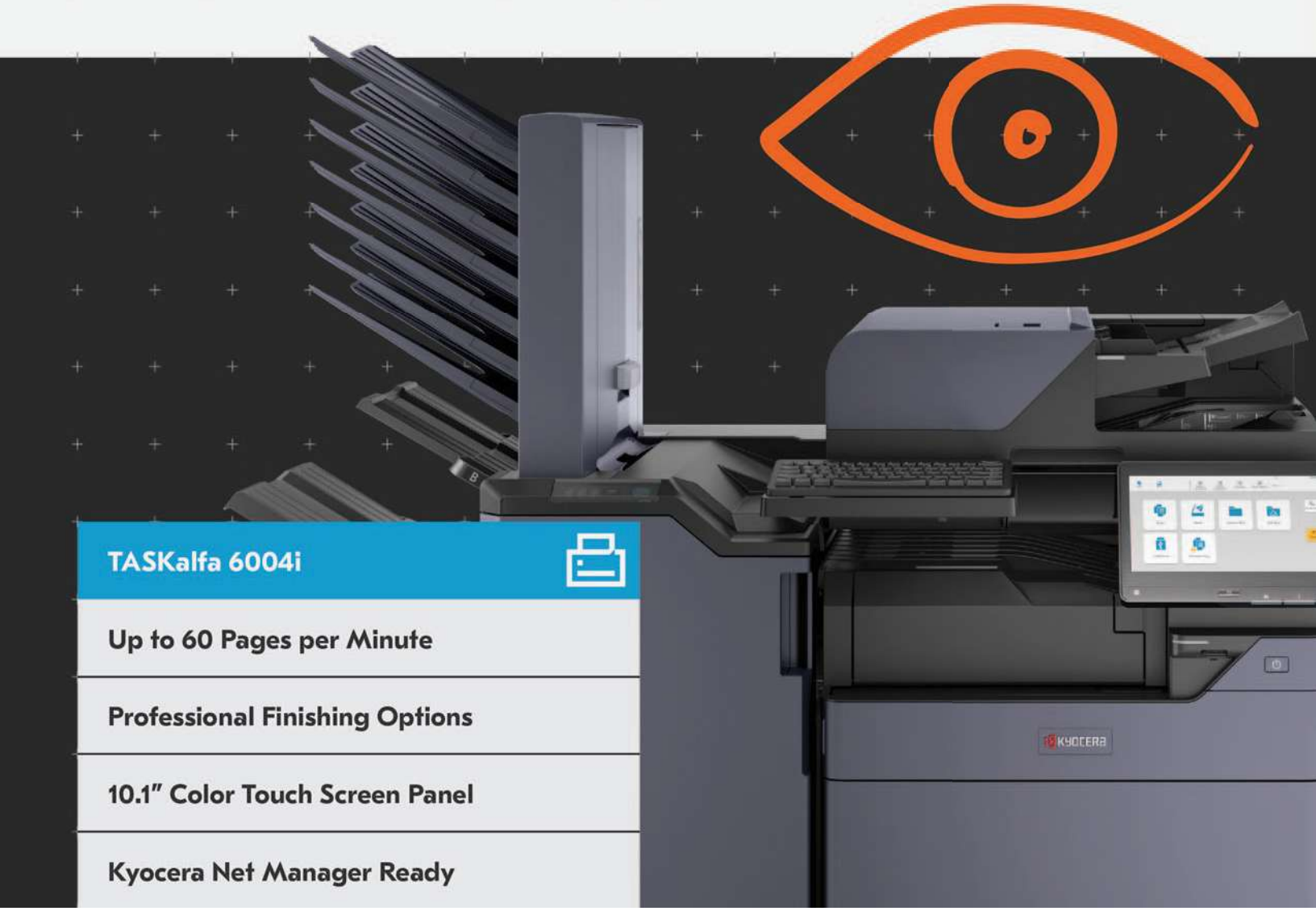
*Accessories cannot be purchased separately on Schedule. Accessories are available only on an open market basis. If a customer needs to order accessories only, a separate open market purchase order must be issued.

Promotional pricing is available. Please contact your Kyocera National Account Manager for details.
Lease Plans are available. LTOP (SIN 532420LTOP) and Operating Lease (SIN 532420LC).

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TASKalfa 6004i — Monochrome MFP

PURCHASE PRICE SIN 333316C - Includes: Delivery, installation and 90 day On-site warranty.

Model	Description	Price
TASKalfa 6004i	60 PPM A3 B&W MFP	$ 5,797.00
Accessories* See footnote below.		
DP-7150	140 Sheet Reversing Automatic Document Processor	890.00
DP-7160	320 Sheet DSDP with Multi-Feed Sensor	1,241.00
DP-7170	320 Sheet DSDP with Multi-Feed + staple detection	1,541.00
DF-7100	500 Sheet Internal Finisher	807.00
DF-7120	1,000 Sheet Finisher (Requires AK-7110 for installation)	889.00
DF-7140	4,000 Sheet Finisher (100 Sheet Staple)(Requires AK-7110 for installation)	1,565.00
DF-7150	4,000 Sheet Finisher (100 Sheet Staple)(Requires AK-7110 for installation)	2,777.00
AK-7110	Attachment Kit for DF-7120/DF-7140/DF-7150	92.00
PF-7140	Dual 500 Sheet Paper Trays	807.00
PF-7150	Dual 1,500 Sheet Paper Trays	865.00
PF-7120	3,000 Sheet Side Large Capacity Tray - Letter	819.00
PH-7A	Punch Unit for DF-7120/7110	387.00
PH-7100	Punch Unit for DF-7100	387.00
BF-730	Booklet and Tri Folding Unit for DF-7140 - 4,000 Sheet Finisher	866.00
BF-9100	Booklet and Tri Folding Unit for DF-7150 - 4,000 Sheet Finisher	891.00
MT-730(B)	7 Bin Mailbox for 4,000 Sheet Finisher	578.00
JS-7100	Job Separator	118.00
JS-7110	Inner Shift Tray	238.00
Fax System 12	Fax Board	667.00
Keyboard Holder 10	Keyboard Tray Kit	65.00
Internet FAX Kit (A)	Internet Fax Kit (requires Fax System 12)	173.00
Banner Guide 10	MPT Guide attachment to assist the feeding of banner paper	179.00
Scan Extension Kit(A)	Searchable PDF Kit	347.00
UG-33	Upgrade Kit for Thin Print Support	81.00
UG-34	Optional Printer Emulation	323.00
IB-50	Gigabit EtherNet Board for Dual NIC	258.00
IS-7100	Inserter Unit (for the 60/70 ppm systems only)	2,429.00
ZF-7100	Z-Fold Unit (for the 60/70 ppm systems only) <3>	6,442.00
AK-7120	Attachment Kit for the ZF-7100	115.00
IB-37	Wireless LAN/Interface (2.4GHz/5GHz multi-band)	97.00
Data Security Kit 10	Data Security Kit 10 Required for customers that require FIPS 140-2 for Communication and HCD-PP Certification	216.00
HD-16	Large Capacity HDD (1TB)	881.00
IB-51	Wireless LAN NIC	344.00
DT-730(B)	Original Hard Copy Holder	26.00
NetGard with Key Pad on Card Reader	Key pad on reader for non-HyPAS or HyPAS where the customer wants to enter pin code from card reader.	928.00
Platen Cover Type E	Platen Cover	68.00
NK-7130	Numeric Keypad	73.00
Surge Protector-MX (15A)	15 Amp Surge Protector	135.00
Copier Stand	Copier Cabinet Stand	260.00

*Accessories cannot be purchased separately on Schedule. Accessories are available only on an open market basis.
If a customer needs to order accessories only, a separate open market purchase order must be issued.

Promotional pricing is available. Please contact your Kyocera National Account Manager for details.
Lease Plans are available. LTOP (SIN 532420LTOP) and Operating Lease (SIN 532420LC).

SUPPLIES SIN 339940

ITEM	DESCRIPTION	PURCHASE PRICE/ CARTRIDGE	YIELD/ CARTRIDGE	CASE QUANTITY	PURCHASE PRICE/CASE	YIELD/ CASE
TK-6347	Black Toner	120.64	40,000	12 btls/case	1,448.00	480,000
MK-6345	Maint. Kit	516.00	-	1/case	516.00	600,000
WT-8500	Waste Toner Box	-	-	9/case	143.00	360,000
SH-10 staples		-	-	3 ctgs/case	43.00	15,000
SH-12 staples		-	-	3 ctgs/case	74.00	15,000
SH-14 staples		-	-	5 ctgs/case	155.00	25,000

› PRINT › COPY › SCAN › FAX

ECOSYS M6635cidn

COLOR MULTIFUNCTIONAL PRINTER

ECONOMICAL. ECOLOGICAL. ECOSYS TECHNOLOGY.



The **ECOSYS M6635cidn**, Color A4 (up to 8.5" x 14") MFP, combines robust performance, at speeds up to 37 ppm, with advanced features, all in a compact footprint. Its 7" color touch screen interface (TSI) is designed for ease of use, while business driving features, including a 100 Sheet Dual Scan Document Processor, HyPAS Business Application capabilities, exceptional business color, and On-The-Go secure mobile print/scan, will enable you to take document workflow to the next level. With a low total cost of ownership, it is a smart, affordable choice for any business or workgroup.

› Crisp Color Business Output up to 37 Pages per Minute

› True 1200 x 1200 dpi Print Output*

› Customizable 7" Color Touch Screen Interface (TSI)

› Standard 350 Sheets Capacity; Upgradable to 1,850 Sheets

› KYOCERA Mobile Print™, Apple AirPrint®**, Google Cloud Print™ and Mopria® Print Services Compatible

› KFS Ready - KYOCERA Fleet Services, a Secure Cloud-Based Monitoring System, Optimizes Device Uptime and Reduces Cost

› KNM Ready - KYOCERA Net Manager, an Administrative Interface to Manage User Print Policies (How and Where Users Print) and Print Devices

*At Reduced Speed **Optional IB-36 Required

KYOCERA Document Solutions America, Inc.
National Account Sales
https://www.kyoceradocumentsolutions.us/

ECOSYS M6635cidn — Color MFP

PURCHASE PRICE SIN 333316C - Includes: Delivery, installation and 90 day 0n-site warranty.

Model	Description	Price
ECOSYS M6635cidn	37 PPM A4 Color MFP 4 in 1 Model (Copy, Print, Fax, Color Scan)	$ 2,179.00
Accessories* See footnote below.		
PF-5100	500 Sheet Paper Feeder	230.00
MS-5100	Manual Stapler	192.00
UG-33	Upgrade Kit for Thin Print Support	81.00
HD-6	SSD Memory Storage Device (32GB)	245.00
HD-7	SSD Memory Device (128GB)	350.00
Data Security (F)	Data Security	335.00
SD-144-1GB(DDR3)	Printer Memory (1GB)	92.00
SDHC Card -32G	SD Card Memory for storage 32GB	50.00
SDHC Card -16G	SD Card Memory for storage 16GB	20.00
Card Reader Holder 10	Card Reader Attachment	36.00
IB-50	Gigabit Ether Net Board	258.00
IB-51	Wireless LAN NIC	344.00
Stand	Stand	188.00
NetGard with Key Pad on Card Reader	Key pad on reader for non-HyPAS or HyPAS where the customer wants to enter pin code from card reader.	928.00
Surge Protector	15 Amp Surge Protector	135.00

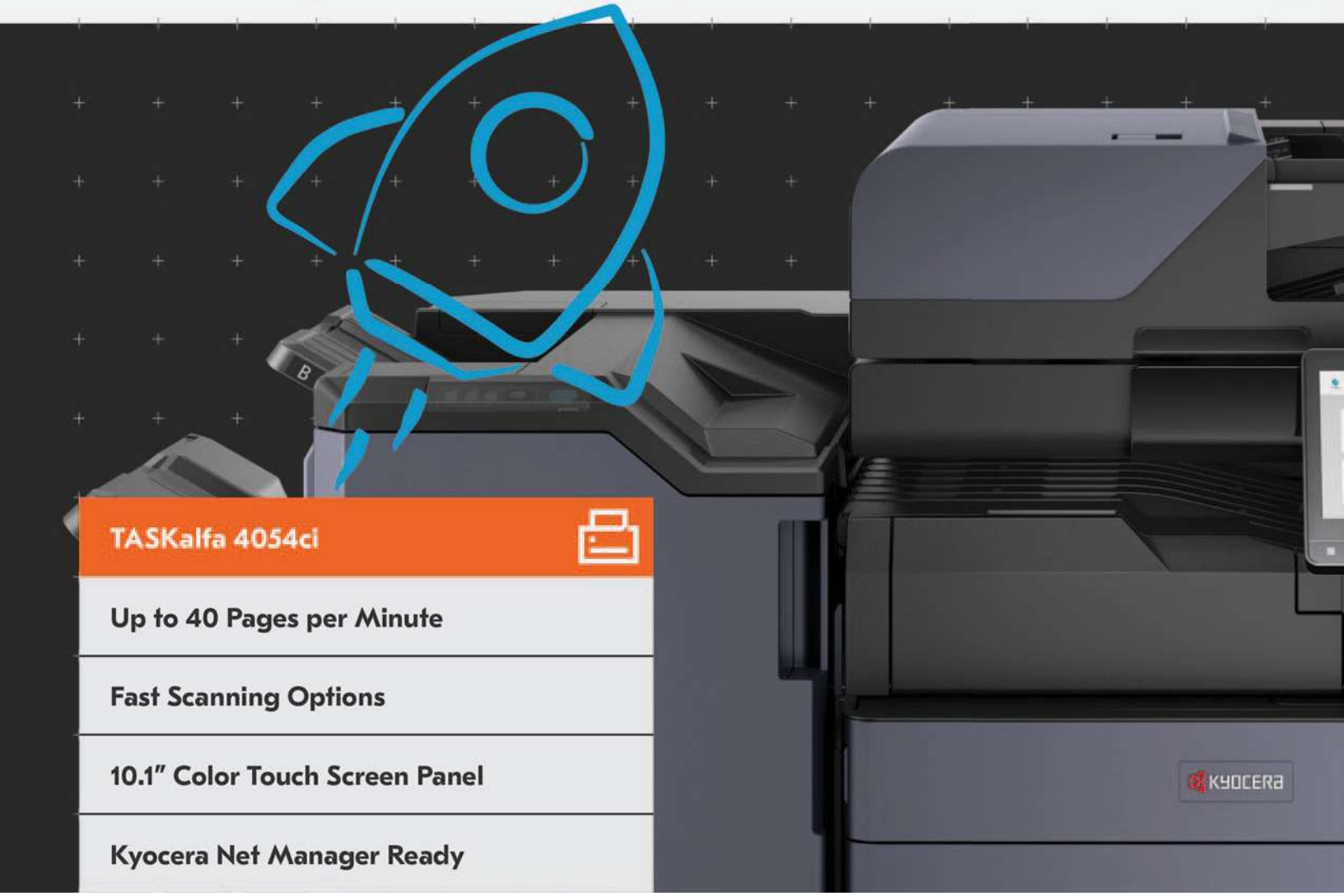
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If a customer needs to order accessories only, a separate open market purchase order must be issued.

Promotional pricing is available. Please contact your Kyocera National Account Manager for details.
Lease Plans are available. LTOP (SIN 532420LTOP) and Operating Lease (SIN 532420LC).

KYOCERA Document Solutions America, Inc.
National Account Sales
https://usa.kyoceradocumentsolutions.com/

Your Workplace Evolution, in Color

The Kyocera Evolution Series continues to grow with the addition of a new range of high-impact color A3 MFPs. These robust devices boast industry-leading technology and security, along with outstanding print and scan speeds, to ensure impeccable quality output every single time. Join the Evolution today and add a new dimension to your business.



KYOCERA Document Solutions America, Inc.
National Account Sales
https://www.kyoceradocumentsolutions.us/

TASKalfa 4054ci — Color MFP

PURCHASE PRICE SIN 333316C - Includes: Delivery, installation and 90 day On-site warranty.

Model	Description	Price
TASKalfa 4054ci	40/40 PPM A3 Color MFP	$ 6,967.00
Accessories* See footnote next page.		
DP-7140	50 Sheet Reversing Automatic Document Processor	711.00
DP-7150	140 Sheet Reversing Automatic Document Processor	890.00
DP-7160	320 Sheet DSDP with Multi-Feed Sensor	1,241.00
DP-7170	320 Sheet DSDP with Multi-feed sensor and Staple Detection	1,541.00
DF-7100	500 Sheet Internal Finisher	807.00
DF-7120	1,000 Sheet Finisher (Requires AK-7110 for installation)	889.00
DF-7140	4,000 Sheet Finisher (100 Sheet Staple)(Requires AK-7110 for installation)	1,565.00
DF-7150	4,000 Sheet Finisher (100 Sheet Staple)(Requires AK-7110 for installation)	2,777.00
AK-7110	Attachment Kit for DF-7120/DF-7140/DF-7150	92.00
PF-7140	Dual 500 Sheet Paper Trays	807.00
PF-7150	Dual 1,500 Sheet Paper Trays	865.00
PF-7120	3,000 Sheet Side Large Capacity Tray - Letter	819.00
PH-7A	Punch Unit for DF-7120/7110	387.00
PH-7100	Punch Unit for DF-7100	387.00
BF-730	Booklet and Tri Folding Unit for DF-7140 - 4,000 Sheet Finisher	866.00
BF-9100	Booklet and Tri Folding Unit for DF-7150 - 4,000 Sheet Finisher	891.00
MT-730(B)	7 Bin Mail Box for DF-7110	578.00
JS-7100	Job Separator	118.00
JS-7110	Inner Shift Tray	238.00
Fax System 12	Fax Board	667.00
Keyboard Holder 10	Keyboard Tray Kit	65.00
Internet FAX Kit (A)	Internet Fax Kit	173.00
Banner Guide 10	MPT Guide attachment to assist the feeding of banner paper	179.00
Scan Extension kit(A)	Searchable PDF Kit	347.00
UG-33	Upgrade Kit for Thin Print Support	81.00
UG-34	Optional Printer Emulation	323.00
IB-50	Gigabit Ether Net Board	258.00
IS-7100	Inserter Unit (for the 60/70 ppm systems only)	2,429.00
ZF-7100	Z-Fold Unit (for the 60/70 ppm systems only) <3>	6,442.00
AK-7120	Attachment Kit for the ZF-7100	115.00
IB-37	Wireless LAN/Interface (2.4GHz/5GHz multi-band)	97.00
Data Security Kit 10	Data Security Kit 10 Required for customers that require FIPS 140-2 for Communication and HCD-PP Certification	216.00
HD-16	Large Capacity HDD (1TB)	881.00
IB-51	Wireless LAN NIC	344.00
DT-730(B)	Original Hard Copy Holder	26.00
NetGard with Key Pad on Card Reader	Key pad on reader for non-HyPAS or HyPAS where the customer wants to enter pin code from card reader.	928.00
Platen Cover Type E	Platen Cover	68.00
NK-7130	Numeric Keypad	73.00
Surge Protector-MX (15A)	15 Amp Surge Protector	135.00
Printing System 17	EFI Fiery Controller	2,589.00
Interface Kit 15	Interface kit for Print System (15) includes mounting kit and circuit board	433.00
Copier Stand	Copier Cabinet Stand	260.00

SUPPLIES SIN 339940

ITEM	DESCRIPTION	PURCHASE PRICE/ CARTRIDGE	YIELD/ CARTRIDGE	CASE QUANTITY	PURCHASE PRICE/CASE	YIELD/ CASE
TK-8547K	Black Toner	81.43	30,000	12 ctgs/case	978.00	360,000
TK-8547Y	Yellow Toner	112.46	20,000	20 ctgs/case	2,250.00	400,000
TK-8547M	Magenta Toner	112.46	20,000	20 ctgs/case	2,250.00	400,000
TK-8547C	Cyan Toner	112.46	20,000	20 ctgs/case	2,250.00	400,000
MK-8335A	Maint. Kit (Bk Drum)	-	-	1/carton	1,398.00	600,000
MK-8335B	Maint. Kit (Color Drum)	-	-	1/carton	1,345.00	600,000
WT-8500	Waste Toner Box	-	-	9 btls/case	143.00	360,000
SH-10 staples for DF-7120/BF730		-	-	3 ctgs/case	43.00	15,000
SH-12 staples for DF-7110		-	-	3 ctgs/case	74.00	15,000
SH-14 staples		-	-	5 ctgs/case	155.00	25,000

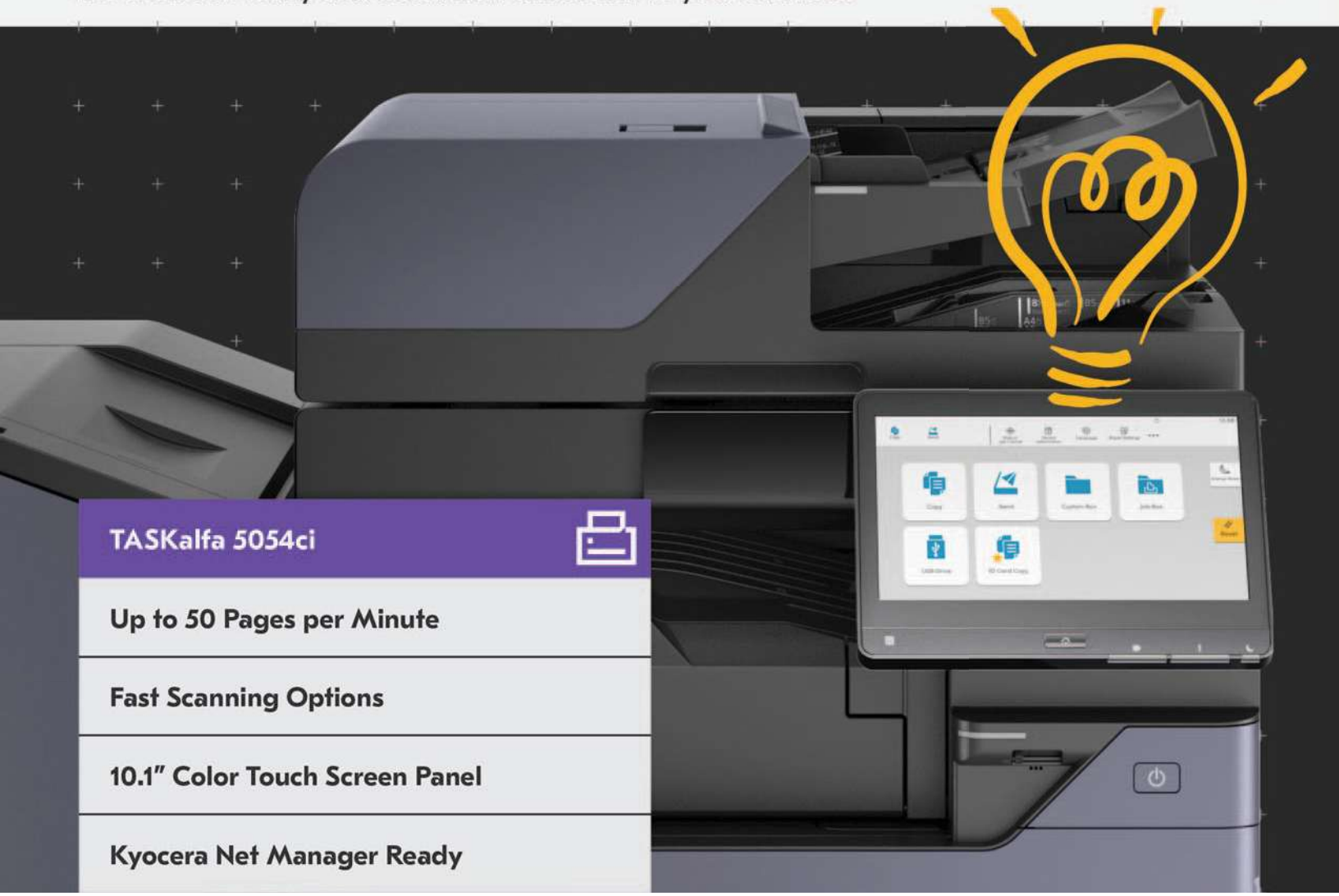
*Accessories cannot be purchased separately on Schedule. Accessories are available only on an open market basis. If a customer needs to order accessories only, a separate open market purchase order must be issued.

Promotional pricing is available. Please contact your Kyocera National Account Manager for details.
Lease Plans are available. LTOP (SIN 532420LTOP) and Operating Lease (SIN 532420LC).

KYOCERA Document Solutions America, Inc.
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Your Workplace Evolution, in Color

The Kyocera Evolution Series continues to grow with the addition of a new range of high-impact color A3 MFPs. These robust devices boast industry-leading technology and security, along with outstanding print and scan speeds, to ensure impeccable quality output every single time. Join the Evolution today and add a new dimension to your business.



TASKalfa 5054ci

- Up to 50 Pages per Minute
- Fast Scanning Options
- 10.1" Color Touch Screen Panel
- Kyocera Net Manager Ready

KYOCERA Document Solutions America, Inc.
National Account Sales
https://www.kyoceradocumentsolutions.us/

TASKalfa 5054ci — Color MFP

PURCHASE PRICE SIN 333316C - Includes: Delivery, installation and 90 day 0n-site warranty.

Model	Description	Price
TASKalfa 5054ci	50/50 PPM A3 Color MFP	$ 7,910.00
Accessories* See footnote next page.		
DP-7140	50 Sheet Reversing Automatic Document Processor	711.00
DP-7150	140 Sheet Reversing Automatic Document Processor	890.00
DP-7160	320 Sheet DSDP with Multi-Feed Sensor	1,241.00
DP-7170	320 Sheet DSDP with Multi-feed sensor and Staple Detection	1,541.00
DF-7100	500 Sheet Internal Finisher	807.00
DF-7120	1,000 Sheet Finisher (Requires AK-7110 for installation)	889.00
DF-7140	4,000 Sheet Finisher (100 Sheet Staple)(Requires AK-7110 for installation)	1,565.00
DF-7150	4,000 Sheet Finisher (100 Sheet Staple)(Requires AK-7110 for installation)	2,777.00
AK-7110	Attachment Kit for DF-7120/DF-7140/DF-7150	92.00
PF-7140	Dual 500 Sheet Paper Trays	807.00
PF-7150	Dual 1,500 Sheet Paper Trays	865.00
PF-7120	3,000 Sheet Side Large Capacity Tray - Letter	819.00
PH-7A	Punch Unit for DF-7120/7110	387.00
PH-7100	Punch Unit for DF-7100	387.00
BF-730	Booklet and Tri Folding Unit for DF-7140 - 4,000 Sheet Finisher	866.00
BF-9100	Booklet and Tri Folding Unit for DF-7150 - 4,000 Sheet Finisher	891.00
MT-730(B)	7 Bin Mail Box for DF-7110	578.00
JS-7100	Job Separator	118.00
JS-7110	Inner Shift Tray	238.00
Fax System 12	Fax Board	667.00
Keyboard Holder 10	Keyboard Tray Kit	65.00
Internet FAX Kit (A)	Internet Fax Kit	173.00
Banner Guide 10	MPT Guide attachment to assist the feeding of banner paper	179.00
Scan Extension kit(A)	Searchable PDF Kit	347.00
UG-33	Upgrade Kit for Thin Print Support	81.00
UG-34	Optional Printer Emulation	323.00
IB-50	Gigabit Ether Net Board	258.00
IS-7100	Inserter Unit (for the 60/70 ppm systems only)	2,429.00
ZF-7100	Z-Fold Unit (for the 60/70 ppm systems only) <3>	6,442.00
AK-7120	Attachment Kit for the ZF-7100	115.00
IB-37	Wireless LAN/Interface (2.4GHz/5GHz multi-band)	97.00
Data Security Kit 10	Data Security Kit 10 Required for customers that require FIPS 140-2 for Communication and HCD-PP Certification	216.00
HD-16	Large Capacity HDD (1TB)	881.00
IB-51	Wireless LAN NIC	344.00
DT-730(B)	Original Hard Copy Holder	26.00
NetGard with Key Pad on Card Reader	Key pad on reader for non-HyPAS or HyPAS where the customer wants to enter pin code from card reader.	928.00
Platen Cover Type E	Platen Cover	68.00
NK-7130	Numeric Keypad	73.00
Surge Protector-MX (15A)	15 Amp Surge Protector	135.00
Printing System 17	EFI Fiery Controller	2,589.00
Interface Kit 15	Interface kit for Print System (15) includes mounting kit and circuit board	433.00
Copier Stand	Copier Cabinet Stand	260.00

SUPPLIES SIN 339940

ITEM	DESCRIPTION	PURCHASE PRICE/ CARTRIDGE	YIELD/ CARTRIDGE	CASE QUANTITY	PURCHASE PRICE/CASE	YIELD/ CASE
TK-8547K	Black Toner	81.43	30,000	12 ctgs/case	978.00	360,000
TK-8547Y	Yellow Toner	112.46	20,000	20 ctgs/case	2,250.00	400,000
TK-8547M	Magenta Toner	112.46	20,000	20 ctgs/case	2,250.00	400,000
TK-8547C	Cyan Toner	112.46	20,000	20 ctgs/case	2,250.00	400,000
MK-8335A	Maint. Kit (Bk Drum)	-	-	1/carton	1,398.00	600,000
MK-8335B	Maint. Kit (Color Drum)	-	-	1/carton	1,345.00	600,000
WT-8500	Waste Toner Box	-	-	9 btls/case	143.00	360,000
SH-10 staples for DF-7120/BF730		-	-	3 ctgs/case	43.00	15,000
SH-12 staples for DF-7110		-	-	3 ctgs/case	74.00	15,000

*Accessories cannot be purchased separately on Schedule. Accessories are available only on an open market basis. If a customer needs to order accessories only, a separate open market purchase order must be issued.

Promotional pricing is available. Please contact your Kyocera National Account Manager for details.
Lease Plans are available. LTOP (SIN 532420LTOP) and Operating Lease (SIN 532420LC).

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 9.
Meeting Date: 05/08/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Authorization for ratification of Purchase Order number 22502190 to Cotton Commercial Inc in the amount of $294,742.06 as floodwaters caused significant damage to the Adult Center, requiring emergency protective measures to muck out, demo, and dry out damaged building components. (Corn/Rogers) (pg.)

BACKGROUND:
Initiated by: Mac Rogers

This request is for ratification of PO # 22502190 to Cotton Commercial Inc. for emergency protective measures to muck out, demo, and dry out damaged building components at the Adult Center. Emergency services for Cotton were procured through Omnia contract R191605. The purchase order was funded with insurance proceeds and is reimbursable as a FEMA Category B project. These emergency services were necessary to stabilize the Adult Center from damaging floodwaters.

FINANCIAL CONSIDERATION
PO was funded with insurance proceeds and is reimbursable through FEMA.

LEGAL REVIEW:
Not applicable for this agenda item

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval (5-0) at its meeting on May 1, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Purchase Order
Invoice

Purchase Order

ROSWELL
New Mexico

Fiscal Year 2025

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	22502190

Delivery must be made within doors of specified destination.

BILL TO

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

VENDOR

COTTON COMMERCIAL USA, INC
5443 KATY HOCKLEY CUTOFF ROAD
KATY, TX 77493

SHIP TO

FINANC
425 N RICHARDSON AVE
ROSWELL, NM 88201
Email: ap@roswell-nm.gov
Phone: 5756246700
Fax: 5756246915

Vendor Phone #	Vendor Email Address	Requisition Number	Requisitioner	
		12502884	Lee Rogers	l.rogers@roswell-nm.gov

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
03/31/2025	15114			Recreation

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Emergency Flood Mitigation for Adult Center The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Remove all collected debris, silt, mud, rocks limbs from interior of facility deposited from flood event. Muck out will only include interior of facility. GL Account: 26154243 - 614002 $294,742.06 ********** GL SUMMARY ********** 26154243 - 614002 $294,742.06	1.0	EACH	$294,742.06	$294,742.06

By: _____
Purchasing Agent, C.P.O

City Council

Roswell, NM

Total Ext. Price	$294,742.06
PO Total	**$294,742.06**

CITY OF ROSWELL, NEW MEXICO
CONDITIONS GOVERNING THIS PURCHASE ORDER

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

DEFINITIONS:

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

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

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

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

Shipment of Items:

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

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

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

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

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

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

Invoice:

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

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

Acceptance:

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

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

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

Sales Taxes:

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

Federal, State and Local Laws:

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

Cotton Commercial USA, INC.

GLOBAL DISASTER SOLUTIONS

Bill To:
City of Roswell, NM
425 N Richardson Ave
Roswell, NM 88201
US - UNITED STATES

Job Location:
Roswell Adult Center
807 N Missouri Ave
Roswell, NM 88201
US - UNITED STATES

Date: 04/03/2025
Invoice #: CD1019881
Terms: Net 15 Days

Customer #: 80968
Order #: C36041
Project ID #: 66014

OK to Pay

Re: **Water Mitigation - NM Flooding - Roswell Adult Center**

LABOR	$	172,170.09
REIMBURSABLES	$	13,867.21
EQUIPMENT	$	76,359.00
CONSUMABLES	$	12,238.80
VENDORS	$	20,106.96
SUB TOTAL	**$**	**294,742.06**
TAX	**$**	**0.00**
INVOICED AMOUNT	**$**	**294,742.06**

THE ABOVE CHARGES ARE CONSISTENT WITH THE SERVICES PERFORMED BY COTTON COMMERCIAL USA, INC. IN ACCORDANCE WITH THE SCOPE OF THE PROJECT

Any queries regarding this invoice should be sent to us within fifteen days of receipt of this invoice otherwise we will expect prompt payment under our Invoicing and Payment Terms. All expenses received after final billing will be invoiced at a later date.

Cotton offers the convenience of payment of your invoice with a credit card. Should you choose to use that method, a surcharge not greater than the cost of our third-party processing fee, will be displayed and added to your invoice at the time of payment. Please note that Cotton does not keep any portion of that processing fee.

As part of our ongoing commitment to ensure the security of your information, please note the following:

- If we receive a request from you to change your payment information, we will contact you via phone and speak to you in person before authorizing the change.
- If you wish to change your payment information or receive correspondence regarding changes that you did not initiate, please call (877) 511-2962 immediately and request to speak with a member of our finance team.

For questions concerning your account, Please contact:

Accounts Receivable at 877-511-2962

Please remit payment by check to:
Cotton Commercial USA Deposit Collections
PO BOX 676549
Dallas TX 75267-6549
For overnight check delivery mail to:
5443 Katy Hockley Cut Off Rd
Katy TX 77493

Please remit payment by Wire/ACH to:
PNC Bank
Account Name: Cotton Commercial USA Inc.
Account Number: 4949697893
ABA for ACH: 071921891
ABA for Wires: 043000096
Swift Code: PNCCUS33
TAX ID: 20-2702810

Please include the invoice number on your remittance

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 10.
Meeting Date: 05/08/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Authorization for ratification of Purchase Order Number 22502168 to Cotton Commercial Inc in the amount of $258,476.31 as floodwaters caused significant damage to the Police Department, requiring emergency protective measures to muck out, demo, and dry out damaged building components. (Corn/Rogers) (pg.)

BACKGROUND:
Initiated by: Mac Rogers

This request is for ratification of PO # 22502168 to Cotton Commercial for emergency protective measures to muck out, demo, and dry out damaged building components at the Police Department. Emergency services for Cotton were procured through Omnia contract R191605. The purchase order was funded with insurance proceeds and is reimbursable through a FEMA Category B project. These emergency services were necessary to stabilize the Police Department.

FINANCIAL CONSIDERATION
PO was funded with insurance proceeds and is reimbursable through FEMA.

LEGAL REVIEW:
Not applicable to this agenda item.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval (5-0) at its meeting on May 1, 2025.

STAFF RECOMMENDATION:
Staff recommends approval.

Attachments

Purchase Order
Invoice

Purchase Order

ROSWELL
New Mexico

Fiscal Year 2025

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

Purchase Order # **22502168**

Delivery must be made within doors of specified destination.

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

VENDOR
COTTON COMMERCIAL USA, INC
5443 KATY HOCKLEY CUTOFF ROAD
KATY, TX 77493

SHIP TO
FINANC
425 N RICHARDSON AVE
ROSWELL, NM 88201
Email: ap@roswell-nm.gov
Phone: 5756246700
Fax: 5756246915

Vendor Phone #	Vendor Email Address	Requisition Number	Requisitioner	
		12502896	Lee Rogers	l.rogers@roswell-nm.gov

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
03/27/2025	15114			City Administration

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Emergency Flood Mitigation for Police Department The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Remove all collected debris, silt, mud, rocks, limbs, debris, etc. from interior of facility deposited from event. Muck out will only include the interior areas of facility. GL Account: 11014111 - 614002 $258,476.31 ********** GL SUMMARY ********** 11014111 - 614002 $258,476.31	1.0	EACH	$258,476.31	$258,476.31

By: _____
Purchasing Agent, C.P.O

City Council

Roswell, NM

Total Ext. Price $258,476.31
PO Total **$258,476.31**

CITY OF ROSWELL, NEW MEXICO
CONDITIONS GOVERNING THIS PURCHASE ORDER

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

DEFINITIONS:

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

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

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

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

Shipment of Items:

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

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

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

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

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

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

Invoice:

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

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

Acceptance:

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

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

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

Sales Taxes:

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

Federal, State and Local Laws:

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

Cotton Commercial USA, INC.

GLOBAL DISASTER SOLUTIONS

Bill To:
City of Roswell, NM
425 N Richardson Ave
Roswell, NM 88201
US - UNITED STATES

Date: 04/03/2025
Invoice #: CD1020029
Terms: Net 15 Days

Job Location:
Roswell Police Dept
128 W 2nd St
Roswell, NM 88201
US - UNITED STATES

Customer #: 80968
Order #: C36057
Project ID #: 66017 :

OK to Pay

Re: **Water Mitigation - New Mexico Flood - Police Dept**

LABOR	$	177,032.67
REIMBURSABLES	$	10,000.28
EQUIPMENT	$	40,000.50
CONSUMABLES	$	19,562.86
VENDORS	$	11,880.00
SUB TOTAL	**$**	**258,476.31**
TAX	**$**	**0.00**
INVOICED AMOUNT	**$**	**258,476.31**

THE ABOVE CHARGES ARE CONSISTENT WITH THE SERVICES PERFORMED BY COTTON COMMERCIAL USA, INC. IN ACCORDANCE WITH THE SCOPE OF THE PROJECT

Any queries regarding this invoice should be sent to us within fifteen days of receipt of this invoice otherwise we will expect prompt payment under our Invoicing and Payment Terms. All expenses received after final billing will be invoiced at a later date.

Cotton offers the convenience of payment of your invoice with a credit card. Should you choose to use that method, a surcharge not greater than the cost of our third-party processing fee, will be displayed and added to your invoice at the time of payment. Please note that Cotton does not keep any portion of that processing fee.

As part of our ongoing commitment to ensure the security of your information, please note the following:

- If we receive a request from you to change your payment information, we will contact you via phone and speak to you in person before authorizing the change.
- If you wish to change your payment information or receive correspondence regarding changes that you did not initiate, please call (877) 511-2962 immediately and request to speak with a member of our finance team.

For questions concerning your account, Please contact:

Accounts Receivable at 877-511-2962

Please remit payment by check to:
Cotton Commercial USA Deposit Collections
PO BOX 676549
Dallas TX 75267-6549
For overnight check delivery mail to:
5443 Katy Hockley Cut Off Rd
Katy TX 77493

Please remit payment by Wire/ACH to:
PNC Bank
Account Name: Cotton Commercial USA Inc.
Account Number: 4949697893
ABA for ACH: 071921891
ABA for Wires: 043000096
Swift Code: PNCCUS33
TAX ID: 20-2702810

Please include the invoice number on your remittance

Regular City Council Meeting 11.
Meeting Date: 05/08/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Authorization for ratification of Purchase Order Number 22502183 to Mooring Recovery Services in the amount of $216,020.60 as floodwaters caused damage to the Terminal, requiring emergency protective measures to muck out, demo, and dry out damaged building components. (Corn/Rogers) (pg.)

BACKGROUND:
Initiated by: Mac Rogers
This request is for ratification of PO #22502183 to Mooring Recovery Services for emergency protective measures to muck out, demo, and dry out damaged building components at the Terminal Building. Emergency services for Mooring were procured through TIPS contract #22050101. The purchase order was funded with insurance proceeds and is reimbursable through a FEMA Category B project. These emergency services were necessary to stabilize the Terminal.

FINANCIAL CONSIDERATION
PO was funded with insurance proceeds and is reimbursable through FEMA.

LEGAL REVIEW:
Not applicable to this agenda item.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval (5-0) at its meeting on May 1, 2025.

STAFF RECOMMENDATION:
Staff recommends approval.

Attachments

Purchase Order
Invoice

ROSWELL
New Mexico

Purchase Order

Fiscal Year 2025

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	22502183

Delivery must be made within doors of specified destination.

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

VENDOR
MOORING RECOVERY SERVICES, INC
MOORING USA
2110 113TH STREET
GRAND PRAIRIE, TX 75050

SHIP TO
AIRPOR
1 JERRY SMITH CIRCLE
ROSWELL, NM 88203
Email: j.brady@roswell-nm.gov
Phone: 5753475703
Fax: 5753472595

Vendor Phone #	Vendor Email Address	Requisition Number	Requisitioner	
888-293-9953		12503000	Lee Rogers	l.rogers@roswell-nm.gov

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
03/31/2025	15093			Air Center Administration

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Emergency Flood Mitigation for Terminal The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Emergency Water mitigation, asbestos testing, mold remediation, Dry Wall and Carpet Removal and other mitigation as needed. GL Account: 51004331 - 614002 $216,020.66 ********** GL SUMMARY ********** 51004331 - 614002 $216,020.66	1.0	EACH	$216,020.66	$216,020.66

By: _____
Purchasing Agent, C.P.O

City Council

Roswell, NM

Total Ext. Price	$216,020.66
PO Total	**$216,020.66**

CITY OF ROSWELL, NEW MEXICO
CONDITIONS GOVERNING THIS PURCHASE ORDER

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

DEFINITIONS:

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

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

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

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

Shipment of Items:

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

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

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

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

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

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

Invoice:

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

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

Acceptance:

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

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

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

Sales Taxes:

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

Federal, State and Local Laws:

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

MOORING
CONSTRUCTION + RESTORATION

INVOICE

2110 113th Street
Grand Prairie, TX 75050
(888) 293-9953

Bill To:
City of Roswell
PO Box 1838
Roswell, NM 88202

Invoice Number:	81347
Invoice Date:	04/15/2025
Job Number:	241138
PO/Claim Number:	N/A
Terms:	**Net 30**
Sales Rep:	Rodney Cavness / Timothy Scott

TIPS Contract #22050101
Disaster Restorations & Emergency Recovery Services

Description: Mitigation Services	**Amount**
Labor	$ 110,730.50
Equipment	$ 35,903.00
Materials	$ 11,818.00
Reimbursable: Travel / Lodging & Per Diem	$ 17,088.49
Reimbursable: EQ Rental / Sub K / Fuel / Other	$ 24,672.31
Off-Site Mobilization	$ -

Job Reference:

City of Roswell Air Center NM MIT
1 Jerry Smith Circle
Roswell, NM 88203

DIRECT ALL INQUIRIES TO:
Accounts Receivable
(888) 293-9953
Email: ar@mooringusa.com

MAKE ALL CHECKS PAYABLE TO:
Mooring USA
2110 113th Street
Grand Prairie, TX 75050

EIN: 26-1642770 **TACLA28551E**

Subtotal	$	200,212.30
Tax	$	14,875.23
Less TIPS Discount	$	(20,021.23)
Amount Due	**$**	**195,066.30**

*** To the best of our ability , this invoice includes all charges for work performed during this natural disaster. There is a possibility that some vendor invoices may not have been received by Mooring, so were not included in your invoice(s). If any are discovered, Mooring reserves the right to notify you in a timely manner and bill for the additional cost, including our normal markup, overhead and profit.**

OK To Pay

Regular City Council Meeting 12.
Meeting Date: 05/08/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Authorization for ratification of Purchase Order Number 22502189 to Mooring Recovery Services in the amount of $391,744.88 as floodwaters caused significant damage to the Air Center, requiring emergency protective measures to muck out, demo, and dry out damaged building components. (Corn/Rogers) (pg.)

BACKGROUND:
Initiated by: Mac Rogers

This request is for ratification of po # 22502189 to Mooring Recovery Services for emergency protective measures to muck out, demo, and dry out damaged building components at the Air Center. Emergency services for Mooring were procured through Tips contract# 22050101. The purchase order was funded with insurance proceeds and is reimbursable through a FEMA Category B project. These emergency services were necessary to stabilize Air Center buildings.

FINANCIAL CONSIDERATION
PO was funded with insurance proceeds and is reimbursable through FEMA.

LEGAL REVIEW:
Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval (5-0) at its meeting on May 1, 2025.

STAFF RECOMMENDATION:
Staff recommends approval

Attachments

Purchase Order
Invoice

Purchase Order

ROSWELL
New Mexico

Fiscal Year 2025

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

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

Purchase Order # **22502189**

Delivery must be made within doors of specified destination.

VENDOR
MOORING RECOVERY SERVICES, INC
MOORING USA
2110 113TH STREET
GRAND PRAIRIE, TX 75050

SHIP TO
FINANC
425 N RICHARDSON AVE
ROSWELL, NM 88201
Email: ap@roswell-nm.gov
Phone: 5756246700
Fax: 5756246915

Vendor Phone #	Vendor Email Address	Requisition Number	Requisitioner	
888-293-9953		12502969	Lee Rogers	l.rogers@roswell-nm.gov

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
03/31/2025	15093			Air Center Operations

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Emergency Flood Mitigation for Air Center The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Emergency Water Mitigation, asbestos testing, mold remediation, dry wall removal, carpet removal and other mitigation as needed. Non Terminal buildings. GL Account: 51004332 - 614002 $391,744.88 ********** GL SUMMARY ********** 51004332 - 614002 $391,744.88	1.0	EACH	$391,744.88	$391,744.88

By: _____
Purchasing Agent, C.P.O

City Council
Roswell, NM

Total Ext. Price $391,744.88
PO Total **$391,744.88**

CITY OF ROSWELL, NEW MEXICO
CONDITIONS GOVERNING THIS PURCHASE ORDER

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DEFINITIONS:

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

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

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

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

Invoice:

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

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Acceptance:

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

Sales Taxes:

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

Federal, State and Local Laws:

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

MOORING

INVOICE

2110 113th St.
Grand Prairie, TX 75050
888-293-9953

BILL TO:
City of Roswell
PO Box 1838
Roswell, NM 88202

Invoice Number	821397-AC
Invoice Date	April 15, 2025
Job Number	Multi
TERMS	**NET 30**
SALES REP	Rodney Cavness
	Tim Scott

TIPS Contract #: 22050101
Disaster Restorations & Emergency Recovery Services

DESCRIPTION	AMOUNT
Labor	$ 218,368.25
Equipment	$ 54,747.50
Materials	$ 26,033.00
Reimbursable: Travel / Lodging & Per Diem	$ 30,249.95
Reimbursable: EQ Rental / Sub K / Fuel / Other	$ 33,678.33

Reference:
City of Roswell Airport Bldg 91 NM DEMO
City of Roswell Airport Bldg 733 NM DEMO
City of Roswell Airport Bldg 732 NM DEMO
City of Roswell Airport Bldg 734 NM CLN
City of Roswell Airport Bldg 1000 NM DEMO
City of Roswell Airport Bldg 42 NM DEMO
City of Roswell Airport Bldg 1534 NM DEMO
City of Roswell Airport Bldg 1533 NM DEMO
City of Roswell Airport Bldg Genair NM DEMO
City of Roswell Airport Bldg 1532 NM DEMO
City of Roswell Airport Hangar Bldg 84 NM TESTING

Due Upon Receipt!	Subtotal	$ 363,077.03
	Non Material Tax	$ 26,612.33
	Less TIPS Discount	$ (36,307.71)
		$ 353,381.65
		PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Accounts Receivable
888-293-9953
email: AR@mooringusa.com

MAKE ALL CHECKS PAYABLE TO:
Mooring USA
2110 113th St.
Grand Prairie, TX 75050

EIN: 26-1642770 **TACLA: 28551E**

Ok To Pay

THANK YOU FOR YOUR BUSINESS!

Regular City Council Meeting 13.
Meeting Date: 05/08/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval to award the construction of the Air Center Terminal Restrooms to White Rock Construction in the amount of $484,818.99 (including GRT) through RFP 23-013. (Corn/Rogers) (pg.)

BACKGROUND:
Initiated by: Mac Rogers

This item is requesting approval to award the construction of the Air Center Terminal Restrooms to White Rock Construction in the amount of $484,818.99 (including GRT). The project includes the renovation and updating of two sets of restrooms at the Air Center terminal building per the construction drawings provided by Molzen Corbin. A Request for Quotes was issued to all vendors through RFP 23-013, and this was the only quote received. The proposed cost is less than the engineer's estimate. Project completion is anticipated prior to September 1st.

FINANCIAL CONSIDERATION
Funding is provided through state appropriation 23 - H2930

LEGAL REVIEW:
Not applicable for this agenda item

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval (5-0) at its meeting on May 1, 2025.

STAFF RECOMMENDATION:
Staff recommends approval of the award recommendation.

Attachments

Proposal

White Rock Construction & Services Inc.
9 El Dorado
Roswell, NM 88203 US
5759104338
whiterockconstruction.bt.nm@outlook.com

ADDRESS
City of Roswell

SHIP TO
RIAC Tenant Terminal Improvements
AREA B
1 Jerry Smith Circle
Roswell NM 88203

Estimate 2025-035

DATE 04/21/2025

DATE	DESCRIPTION	QTY	RATE	AMOUNT
Construction Services	AREA B BID: Work performed according to the plans dated 3/24/25. Pages G-001,G-002,A-001,AD-101,AD-102,A-101,A-102,A-210,A-601,M-001,MD-101,M-100,M-101,P-001,PD-101,P-101,P-102,P-501,E-100,ED-101,ED-102,E-101 & E-102. QUALIFICATIONS: PVC is approved underground for drain lines and cast iron to remain for the vents. Type B prevailing wages Work to be done during normal business hours M-F 7AM-5PM EXCLUDES: Asbestos abatement, any unforeseen circumstances not shown on plans, structural concrete and expedited shipping cost for materials.	1	242,223.00	242,223.00T

DATE	DESCRIPTION	QTY	RATE	AMOUNT
Construction Services	AREA C BID: Work performed according to the plans dated 3/24/25. Pages G-001,G-002,A-001,AD-101,AD-102,A-101,A-102,A-210,A-601,M-001,MD-101,M-100,M-101,P-001,PD-101,P-101,P-102,P-501,E-100,ED-101,ED-102,E-101 & E-102. QUALIFICATIONS: PVC is approved underground for drain lines and cast iron to remain for the vents. Type B prevailing wages Work to be done during normal business hours M-F 7AM-5PM EXCLUDES: Asbestos abatement, any unforeseen circumstances not shown on plans, structural concrete and expedited shipping cost for materials.	1	207,117.00	207,117.00T

SUBTOTAL	449,340.00
TAX	35,478.99
TOTAL	$484,818.99

Accepted By

Accepted Date

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 14.
Meeting Date: 05/08/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of the Letter of Engagement and promissory note for DRS, Disaster Recovery Services, for phase II insurance and FEMA claims recovery consulting. (Corn/Rogers) (pg.)

BACKGROUND:
Initiated by: Mac Rogers

This item is requesting approval of the Letter of Engagement and promissory note for DRS, Disaster Recovery Services, for phase II insurance and FEMA claims recovery consulting. These Services will be procured through HGAC Contract #HP08-21. The first phase of the DRS services was provided through a grant from SENMEDD. Per the attached promissory note, Synergy Disaster Solutions will provide the funding for DRS's services, and the City will reimburse Synergy upon receipt of FEMA Category Z administrative funding proceeds available from FEMA. DRS has an in depth understanding of the City's damages sustained from our recent flooding and has played a critical role in helping the City understand our insurance coverage options and FEMA's public assistance program.

FINANCIAL CONSIDERATION
Funding provided through FEMA Category Z reimbursement.

LEGAL REVIEW:
Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval (5-0) at it meeting on May 1, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

LOE Proposal
Promissory Note

March 6, 2025

LETTER OF ENGAGEMENT FOR PROFESSIONAL SERVICES

RE: City of Roswell, NM
Insurance and FEMA Claims Recovery Consulting Services
Loss event of New Mexico Severe Storm and Flooding: DR-4843
Declaration Date: November 1, 2024
Incident Period: October 19-20, 2024

Disaster Recovery Services, a division of Specialty Program Group LLC (DRS) is pleased to present this Letter of Engagement (LOE) to the City of Roswell, New Mexico (CIENT) for insurance and FEMA claims recovery consulting services resulting from the October 2024 severe storm and flooding event that resulted in a major declaration under FEMA, DR-4843). This LOE will address the Phase II services to be performed by DRS on behalf of CLIENT and acknowledges that the Phase I services were concluded under a separate letter of engagement through the Southeastern New Mexico Economic Development District (SNMEDD).

Scope of Work

DRS proposes the following general claims management approach and scope of work, with the understanding that the lifecycle of FEMA and commercial insurance claims typically evolves in multiple phases:

Phase II (6 months) – Insurance and FEMA Claims Consulting

- Continue to coordinate, develop and finalize the FEMA Damage Inventory Listing that is under a time extension and is currently due on or about April 10, 2025.
- Conduct individual department meetings with key stakeholders and recovery team members to:
  - Finalize each department's damage inventory listing
  - Identify projects that are over 75% complete
  - Identify projects that are between 0% and 75% complete

- Prepare long-term recovery plan for remaining FEMA projects including logical grouping plan for small project certifications.
- Prepare Damage, Description and Dimensions for all locations where work has not been completed (as directed by CLIENT) including, but not limited to, locations that may or may not be substantially damaged and/or exceed FEMA's 50% rule to support project worksheet version zero (0) and subsequent versions.
- Prepare RS Means pricing for all locations where work has not been completed (as directed by CLIENT) including, but not limited to, locations that may or may not be substantially damaged and/or exceed FEMA's 50% rule to support project worksheet version zero (0) and subsequent versions.
- Conduct site inspections with FEMA and DHSEM/NM for locations where work is not yet completed.
- Draft and submit debris removal projects (Category A) – simplified procedure applications (SPAs) for activities performed by CLIENT and its respective departments, as required.
    - Assist in documenting the immediate threat
    - Confirm proper debris monitoring activities are in place
    - Quantify debris measurement units in cubic yards or tons
    - Confirm proper permitting for temporary reduction sites
    - Develop a system for tracking and reporting load tickets
    - Discuss strategy for right-of-way private debris options
    - Discuss strategy for broken limb, tree removal and stump removal plans
    - Tell the "cradle to grave" story, including final disposition associated with all debris activities
    - If waterway debris is involved, establish specific plans to address debris removal actions in accordance with state laws and federal rules and regulations
- Draft and submit emergency work projects (Category B) – simplified procedure applications (SPAs) for activities performed by CLIENT and its respective departments, as required.
    - Assist in documenting the immediate threat
    - Capture eligible Category B costs and build justification support linking back to FEMA policy
    - Explore fine art restoration eligibility with FEMA
- Draft and submit permanent work projects (Categories C, D, E, F, and G) for damage sustained by CLIENT and its respective departments, as required. Prepare projects in FEMA's Grants Portal for completed projects in order to secure obligation and funding. This will include prioritizing small, completed (100%) projects.

- Maintain a Master Tracker of documents submitted by CLIENT and its departments.
- Review CLEINT record keeping procedures and provide suggestions on how to capture loss-related expenditures separately and apart from normal operating expenses.
- Review and recommend cost tracking protocols and procedures to improve claim data documentation for third party vendors, force account labor, materials, and equipment.
- Review CLIENT insurance policies (both Property and Fine Arts) to determine insured versus uninsured exposures and develop an initial roadmap on where to focus insurance adjustment team and/or FEMA.
- Review CLIENT procurement policy and provide suggestions on how to prepare for immediate / emergency procurement in order to comply with long term Federal Code 2CFR procurement requirements. This will include an immediate assessment of all emergency contracts that have been executed since October 19, 2024.
    - Conduct a comparison of Federal, State, and Local procurement policies to determine application of the most restrictive rules.
    - Review of CLIENT's current procurement processes including the use of cooperative purchasing, interlocal government agreements (ILA), and memoranda of understanding (MOU).
    - Create FEMA procurement packages for emergency post event contracts.
    - Review current process for conducting independent cost estimates and cost/price analyses required for all federal purchases over the Simplified Acquisition Threshold.
    - Recommendations for the inclusion of MBE/WBE firms in compliance with the award of federal contracts over the micro-purchase threshold.
- Review CLIENT personnel pay policy and fringe benefit calculations to establish eligibility criteria to claim labor incurred in response to the flood event.
- Monitor progress with property and fine arts insurance carriers and ensure proper tracking of all funding sources to avoid duplication of benefits.
- Participate in meetings with FEMA (including task force meetings) and insurance representatives.
- Manage and coordinate projects in FEMA's Grants Portal.
- Review and respond to FEMA Request for Information (RFIs) and/or any determination memos that may require appeal responses (first or second appeals).
- Support recovery needs of CLIENT, as directed.

Please note that this LOE does not provide legal advice or interpretation of commercial insurance coverages.

It is understood and agreed that DRS's services may include advice and recommendations; however, all decisions in connection with the implementation of such advice and recommendations are the sole responsibility of and made by CLIENT. Any analysis, correspondence, or documents prepared by DRS are to be used only for the purposes of this Agreement and may not be published or used for any other purpose without DRS's written consent.

Project Timing

DRS will provide timely presentation of claims submissions utilizing all claim and financial information as soon as it becomes available. Project timing is contingent upon a number of factors, including:

- The time it takes to stabilize after the flood event;
- The time required to repair, restore, and replace damaged property;
- The period over which CLIENT must incur temporary, emergency, or extra expenses;
- The period of interruption sustained due to the loss event;
- Insurance carrier's claim (property and fine art) review and response time;
- FEMA project formulation, review, and response time;
- CLIENT's accounting closing cycle and production of documents required to document the loss.

Confidentiality

DRS anticipates that CLIENT will disclose certain technical, financial, strategic, and other proprietary and confidential information relating to its business operations and properties ("Confidential Information") to DRS for the purposes of this Agreement. DRS agrees to keep this information confidential and neither DRS nor any of its employees or agents directly or indirectly shall use any Confidential Information furnished by or on behalf of CLIENT for any purpose except in furtherance of services to be rendered by DRS pursuant to this Agreement.

Pricing and Payment

DRS suggests completion of this project in the phases below with not-to-exceed amounts listed for each phase.

Phase II (6 Months) –	Not to Exceed Budget $750,000
Phase II (post 6 Months) –	Budget beyond 6 months from the date of this LOE is TBD.

DISASTER
RECOVERY
SERVICES

The actual fees charged to CLIENT will be based solely upon the hours of service provided, at the rates described below. This LOE and any subsequent contract amendments are not reliant or contingent upon any third-party funding source.

DRS will be entitled to receive payment from CLIENT for services performed by DRS in accordance with HGAC-Contract #HP08-21 per the rates shown below.

Senior Managing Consultant	$250	to	$295
Managing Consultant	$195	to	$245
FEMA Consultant	$175	to	$225
Senior Consultant	$165	to	$190
Consultant	$140	to	$160
Associate Consultant	$95	to	$135
Senior Construction Project Manager	$230	to	$265
Senior Building and Equipment Professionals	$190	to	$225
Area Construction Manager	$125	to	$185
Design Specialist	$125	to	$185
Support			$75

- In addition to the professional fees set forth above, DRS may also bill monthly for any travel expenses required. Reasonable and customary travel expenses will be tracked to the specific engagement, if necessary. If other costs originate from outside vendors, they will be passed on at their cost to us.
- DRS will provide consultants who have specialized knowledge to address the required scope of work. In some instances, these professionals will not be local to New Mexico and their project involvement will require travel to the project site(s).
- Invoices will be sent monthly and are due upon receipt.
- DRS reserves the right to halt or terminate its service entirely until payment is received on past due invoices.
- CLIENT or DRS may terminate this Agreement, with or without cause, effective immediately upon written notice at which time DRS's obligation to render services terminates immediately and DRS is entitled to receive payment for services rendered through the date of termination.

DISASTER
RECOVERY
SERVICES

This Agreement represents the full and complete understanding and agreement of CLIENT and DRS. Upon signed acceptance, this Letter of Engagement will govern DRS's provision of services for the City of Roswell, New Mexico (CLIENT).

CITY OF ROSWELL, NEW MEXICO	**DISASTER RECOVERY SERVICES, A DIVISION OF SPECIALTY PROGRAM GROUP LLC**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Promissory Note

March 7, 2025

For value received, the City of Roswell (“Borrower”) promises to pay Synergy Disasters Solutions, LLC (“Lender”) the principal amount borrowed over the next six months (“Revolving Loan Amount”) and promises to abide by the terms and conditions provided in this Loan Agreement (“Agreement”).

Terms of Repayment

The Borrower shall pay the Revolving Loan Amount total within thirty (30) days of receiving the Category Z Management Cost reimbursements from FEMA (“Due Date”).

Any unpaid principal remaining after the Due Date shall accrue interest at a rate of zero percent (0%) until additional Category Z Management Cost reimbursements are received from FEMA and paid to the Lender.

The Borrower reserves the right to prepay this loan (in whole or in part) prior to the Due Date with no prepayment penalty.

All payments of principal on this loan shall be paid in the legal currency of the United States.

The Borrower:

Signed_____ Date:

The Lender:

Signed_____ Date:

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 15.
Meeting Date: 05/08/2025
COMMITTEE: Finance
CONTACT: Toni Gomez **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 25-22 - adoption of Resolution 25-22 approving budget adjustment for the fiscal year ending June 30, 2025. (Corn/Gomez) (pg.)

BACKGROUND:
Initiated by: Toni Gomez

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

FINANCIAL CONSIDERATION

- Various Funds: Revenues $8,183,515.61 and Expenses $1,030,029.87

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

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval (5-0) at its meeting on May 1, 2025.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Resolution 25-22 Budget Adjustment - May 2025
Budget Adjustments May 2025 Exhibit A

RESOLUTION 25-22

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

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

WHEREAS, the City of Roswell desires to amend said budget in the amount of $8,183,515.61 in revenues and $1,030,029.87 in expenses, detailed in Exhibit A and summarized below:

- Various Funds: Revenues $8,183,515,.61 and Expenses $1,030,029.87

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

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

PASSED, ADOPTED, SIGNED, and APPROVED the 8th day of May 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

DRAFT

Budget Adjustment for May 2025
Resolution 25-22Exhibit A

Revenues:				**Funds**	**Totals**
Donation Police K9 2690 486207	$	14,600.00	Donation from Strata Produciton	Donations 2690	$ 14,600.00
Air Center 5100 443250	$	484,819.99	St of NM DFA Grant 23-H2930	Air Center	$ 8,168,915.61
Air Center 5100 489100	$	7,684,095.62	NMSIF		**$ 8,183,515.61**
Total	**$**	**8,183,515.61**			

Expenditures:				**Funds**	**Totals**
				General 1101	$ 480,610.88
Police 11014111 817505	$	123,270.00	Paladin Drones	Donations 2690	$ 14,600.00
Fire 11014121 817505	$	357,340.88	8 New Lifepak 35 Cardiac Monitors	Golf 2613	$ 50,000.00
Golf 26134233 725603	$	50,000.00	Golf Store for Tournament	Air Center 5100	$ 484,818.99
Donation Police K9 26906107 792200	$	14,600.00	Donation from Strata Production		**$ 1,030,029.87**
Air Center 51004332 817503	$	484,818.99	St of NM DFA Grant 23-H2930		
Total	**$**	**1,030,029.87**			

Transfers:			
General 1101 924208	$	(3.61)	Transfer Out-Debt Service
15 GRT Bond Debt Service 4208 911101	$	3.61	Transfer In-Debt Service
Total		-	

Regular City Council Meeting 16.
Meeting Date: 05/08/2025
COMMITTEE: N/A
CONTACT: N/A **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Resolution 25-21 Weeds - The Resolution shall mandate the cleanup of approximately thirty-six (36) separate properties within the City. (Heldenbrand/Franco) (pg.)

BACKGROUND:
Initiated by: Toby Franco

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

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

LEGAL REVIEW:
The City Attorney has reviewed the current resolution. Resolutions must be adopted by a majority vote of the entire City Council.

BOARD AND COMMITTEE ACTION:
No action required.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

ATT 1 Resolution 25-21 Weeds
ATT 2 Resolution 25-21 Weeds

CITY OF ROSWELL
RESOLUTION 25-21

A RESOLUTION REQUIRING THE REMOVAL OF CERTAIN RUBBISH, WEEDS, WRECKAGE OR DEBRIS; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL AND DECLARING CERTAIN PROPERTY TO BE SO COVERED WITH RUBBISH, WEEDS, WRECKAGE OR DEBRIS AS TO CONSTITUTE A PUBLIC NUISANCE PREJUDICIAL TO HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, the City Council of the City of Roswell, New Mexico, finds that the premises listed in Exhibit A attached hereto and purportedly owned of record, or occupied by the parties named, have accumulated rubbish, weeds, wreckage or debris so as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law;

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

1. The premises set forth in Exhibit A are declared to be so covered with rubbish, weeds, wreckage or debris as to constitute a menace to the public comfort, health, safety and general welfare within the purview of Article 3-18-5 NMSA 1978.

2. The owners, occupants or agents in charge of said premises are hereby ordered to remove such accumulated rubbish, weeds, wreckage or debris within ten (10) days of the receipt of notice by certified mail or from the date of publication of this resolution. In the event such removal is not commenced or written objection filed with the City Clerk within ten (10) days after service of a copy of this resolution, then the City Manager is authorized and directed to cause such accumulated rubbish, weeds, wreckage or debris to be removed at the sole cost and expense of the owner, or other parties having an interest in the properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel of land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens.

3. In the event the owner or other person aggrieved shall file a protest within the time provided, the City Council shall thereafter fix a date for hearing. At the hearing, the protestant shall be entitled to be heard in person, by agent or attorney and the City Council shall consider evidence whether or not its previous action shall be enforced or rescinded; if it shall be determined that the removal order should be enforced.

4. Persons aggrieved by the determination of the City Council have a right to appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within five (5) days after the day of issuance of such order or decision, together with a petition for court review duly filed with the Clerk of the Court within twenty (20) days of the date of issuance of the order or decision complained of.

ADOPTED, SIGNED AND APPROVED 8th day of May 2025.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

1019 S UNION AVE FARM Block 2 Lot 14 FERGUSON, ROBERT 20284 S 4220 RD CLAREMORE, OK 74019	910 W SUMMIT ST LODEWICK Block 10 Lot 6 MAULDIN, MORRIS L 910 W SUMMIT ST ROSWELL, NM 88203
606 S MICHIGAN AVE SPARKS Block 5 Lot 4 MORENO, ALFONSO; MORENO, JOVITA 13110 PROSPECTOR RD VICTORVILLE, CA 92392	914 DAVIDSON DR FARM Block 2 Lot 3 MORENO, ALFONSO; MORENO, JOVITA 13110 PROSPECTOR RD VICTORVILLE, CA 92392
1201 W MC GAFFEY ST CASA BONITA Block 1 Lot 13 IMS GLOBAL ENTERPRISES, LLC PO BOX 1037 ALTO, NM 88312	500 S MICHIGAN AVE SPARKS Block 6 Lot 1 PETROGLYPH PROPERTIES LLC 1713 NOTRE DAME DR NE ALBUQUERQUE, NM 87106
1922 CLOVER LN THE MEADOWS AMEND Lot 9 CRA PROPERTIES LLC 2850 QUAY RD 64 TUCUMCARI, NM 88401	1422 W TILDEN ST FAIR PARK Block 12 Lot 12 VALE, SOPHIE 1422 W TILDEN ST ROSWELL, NM 88203
810 S MICHIGAN AVE LEWIS 1ST AMND Block 3 Lot 8 COLEMAN, ELIZABETH; GUZMAN, ENOC CERVANTES 810 S MICHIGAN AVE ROSWELL, NM 88203	1702 W WALNUT ST RHOADS & MEYER Block 2 Lot 2 ZAMORA, ERNEST E; ZAMORA, ANGELICA O (1/3 INTEREST); ZAMORA ESTATE, TERESA G (2/3 INTEREST) 4017 MARTIN RD SW ALBUQUERQUE, NM 87105
606 S WYOMING AVE HAIR Block 1 Lot 3 THRU Lot 5 PETROGLYPH PROPERTIES LLC 1713 NOTRE DAME DR NE ALBUQUERQUE, NM 87106	1007 W BUENA VISTA ST NORTH PLAINS PARK 3 Block 3 Lot 20 CHAMBERS, DONALD L 1007 W BUENA VISTA ST ROSWELL, NM 88203
2202 W ALAMEDA ST THORNE Block 2 Lot 1 WINTERS, BRANDON; VIGIL, CAROLYN 4006 W AVENUE D LOVINGTON, NM 88260	1506 W 1ST STFAIR PARK Block 3 Lot 4 MYLIN, HERBERT J 1506 W 1ST ST ROSWELL, NM 88203

1706 W JUNIPER ST RHOADES & MEYER REDIV LOT 3-4 SWANSON, TROY W 1706 W JUNIPER ST ROSWELL, NM 88203	208 E FRAZIER ST STARLITE Block 2 Lot 5 THRU Lot 9 TATE, JAMES EDWARD 18015 8TH AVE NW SHORELINE, WA 98177
APPROX. 91 1/2 E EYMAN ST TRACT H HARRIS SUMMARY PLAT Lot TRACT H BK 813 PIERCE, DEBRA L 169 E BLEVINS RD ARTESIA, NM 88210	408 E CHISUM ST FRUITLAND Block 4 Lot 3 N 72' W 100' E 282' CASTRO, HUGO JIMENEZ; ALVAREZ, CAROLINA GARCIA 408 E CHISUM ST ROSWELL, NM 88203
1504 S MONROE AVE RICE Lot 1 BK 51 DAVIS, IMOGENE PO BOX 5638 ROSWELL, NM 88202-5638	1507 S GRAND AVE RICE Lot 13 DAVIS REVOCABLE LIVING TRUST; IMOGENE SAVELL PO BOX 5638 ROSWELL, NM 88202-5638
1505 S GRAND AVE RICE Lot 14 DAVIS, IMOGENE PO BOX 5638 ROSWELL, NM 88202-5638	303 E VAN BUREN ST MITCHELL REDIV Block A Lot 12 BENAVIDES ESTATE, TOM; BENAVIDES ESTATE, KATHLEEN L 811 DOUGLAS AVE LAS VEGAS, NM 87701
402 E VAN BUREN ST SOUTH HIGHLANDS REDIV BLK 1 Block 1B Lot 9 DOC# 202408175 DEED JT CARDENAS LEON, MANUEL ANTONIO; CARDENAS PISFIL, JOSE MANUEL P.O. BOX 71194 LAS VEGAS, NV 89170	601 E VAN BUREN ST JOHNSON & ALLISON LOT 4 BLK 1 FRUITLAND Block A Lot 12 WALKER, MONROE; C/O WAYMAN WALKER PO BOX 6238 SAN ANTONIO, TX 78209
711 1/2 E HENDRICKS ST FLORA VISTA Block 3 Lot 36 AND Lot 37 W2 RAMIREZ, ROSA MARIA OVALLE; SILVA, VICTOR HUGO 11 OUTLAW TRL ROSWELL, NM 88201	708 E SUMMIT ST JOHNSON & ALLISON LOT 4 BLK 1 FRUITLAND Block A Lot 3 DOC# 202408436 WDJT MASSU, RAUDEL URIEL MACIAS; ALVAREZ, BLANCA L NEVAREZ 708 E SUMMIT ST ROSWELL, NM 88203

710 E SUMMIT ST JOHNSON & ALLISON LOT 4 BLK 1 FRUITLAND Block A Lot 1 DOC# 202408435 WDJT MASSU, RAUDEL URIEL MACIAS; ALVAREZ, BLANCA L NEVAREZ 710 E SUMMIT ST ROSWELL, NM 88203	1100 W COLLEGE BLVD Summary S 32 T 10S R 24E NW 4 W 50' E 1713.58' S 179' N 209' EXC S 14.26' E 48.3 GRACE LONG C/O JINFENG YE 911 COUNTY SIDE PL CARLSBAD, NM 88220
511 W 4TH ST WEST SIDE Block 21 Lot 9 W 50' E 100' AND Lot 10 W 50' E 100' AND Lot 11 W 50' E 100' S 32 T 10S R 24E DAVID B DEPAOLA PO BOX 1072 SANTA FE, NM 87504	1005 CRESCENT DR CRESCENT HEIGHTS Block 2 Lot 8 W 3' AND Lot 9 Quarter SW S 29 T 10S R 24E JUAN HERNANDEZ 1005 CRESCENT DR ROSWELL, NM 88201
609 W 8TH ST WEST SIDE Block 6 Lot 8 E 90' AND Lot 9 E 90' Quarter SE S 32 T 10S R 24E PMO ESSENTIALS LLC 1400 E COUNTRY CLUB RD ROSWELL, NM 88201	707 N PENNSYLVANIA AVE ORIGINAL ROSWELL Block 24 Lot 11 LESS S 4' E 61' Quarter SE S 32 T 10S R 24E AARON JARRETT GEAR 2108 BEECHWOOD ST LANCASTER, CA 93535
1515 N MISSOURI AVE #1/2 MOUNTAIN VIEW Block 2 Lot 10 N 45' W 100' Quarter SE S 29 T 10S R 24E BRENDA L CRUZ 4416 ALTURA AVE ALBUQUERQUE, NM 87110	420 W 17TH ST MOUNTAIN VIEW Block 1 Lot 11 N 24' E 27 ' W 121' / S 26' N 50' E 15 FT W 121' AND Lot 12 W 113' N 54.6' / W 121' S 45.4' Quarter SE S 29 T 10S R 24E LUIS RAUL; JANESSA M AGUIRRE 2301 PITTSBURG AVE EL PASO, TX 79930
1706 N MISSOURI AVE MILITARY HEIGHTS BLK 44 AMEND Lot 44 N 50' S 229.88' E 147' Quarter SE S 29 T 10S R 24E MICHAEL A; KELLI L HOOKER 6066 S SAGE WAY GOLD CANYON, AZ 85118	1809 N MISSOURI AVE BAUMGARTNERS REDIVISION Block 2 Lot 18 Quarter SE S 29 T 10S R 24E PETE M REYES C/O FELIPE O REYNA 500 GUADALAJARA CIR IRVING, TX 75062

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 17.
Meeting Date: 05/08/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Approval to authorize AEVEX to enter into a 5-year lease agreement beginning May 1, 2025, and ending April 30, 2030, for Bunker Nos. 1130, 1131, 1137, and 1144 at the Roswell Air Center. (Heldenbrand/Sanchez) (pg.)

BACKGROUND:
Initiated by: Michelle Sanchez

AEVEX requests to enter into a 5-year lease for Bunker Nos. 1130, 1131, and 1137 consist 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 Nos. 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:
Legal Committee recommended approval 3-0 at their meeting on April 24, 2025.

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

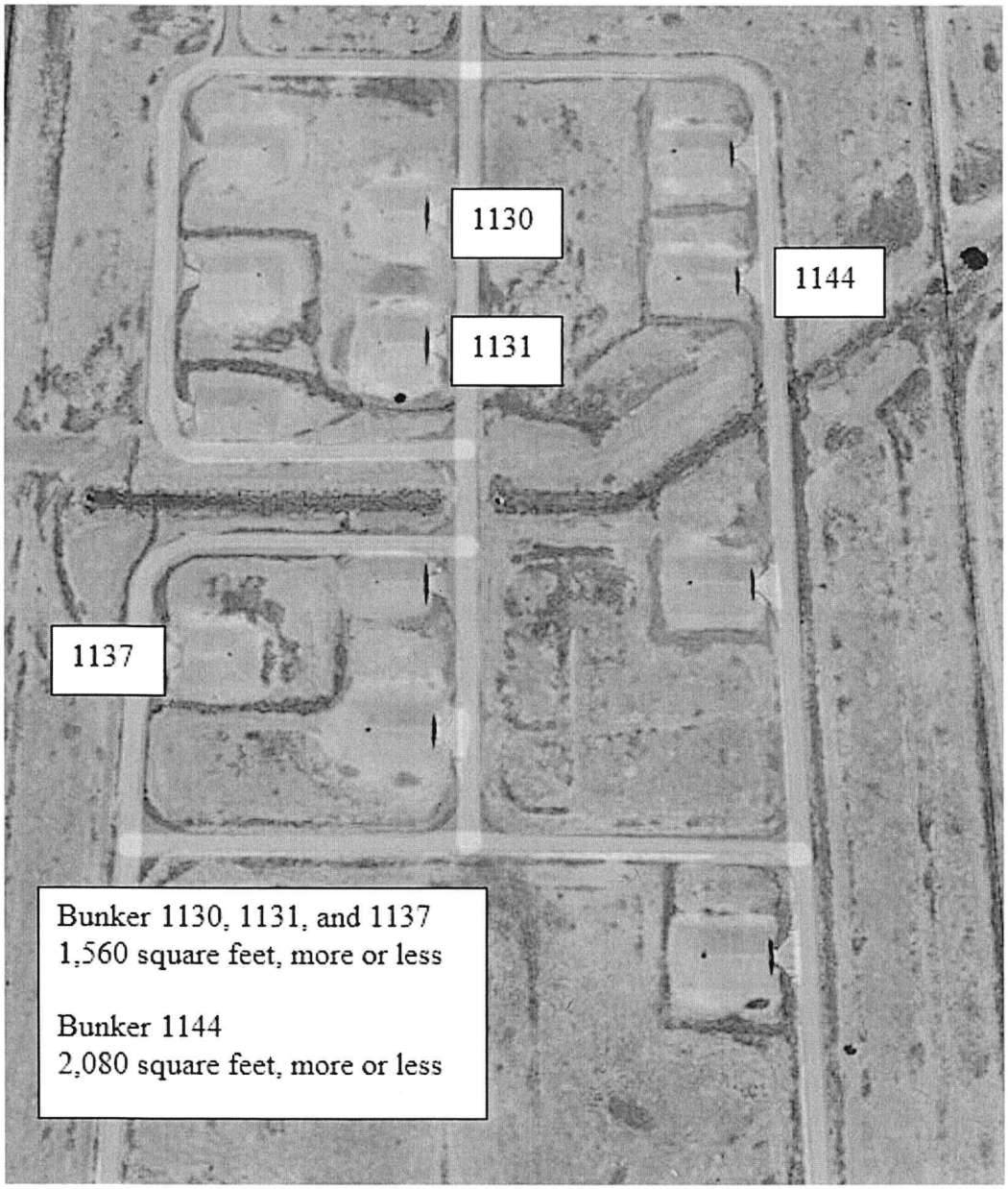
_____
Amalia Martinez, City Clerk

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)
2025-04-15 - 8:25:14 PM GMT

Document emailed to Jeremy Watrous (jwatrous@aevex.com) for signature
2025-04-15 - 8:25:19 PM GMT

Email viewed by Jeremy Watrous (jwatrous@aevex.com)
2025-04-15 - 8:25:41 PM GMT

Document e-signed by Jeremy Watrous (jwatrous@aevex.com)
Signature Date: 2025-04-15 - 8:27:39 PM GMT - Time Source: server

Agreement completed.
2025-04-15 - 8:27:39 PM GMT

Regular City Council Meeting
Meeting Date: 05/08/2025
COMMITTEE: N/A **CONTACT:** Amalia Martinez
CHAIR: Juliana Halvorson

Summary:
Draft minutes Thursday, April 10, 2025 (pg.)

Attachments

DRAFT CC Minutes April 2025

Regular Meeting of the Roswell City Council
Held in Commission Chambers – Chaves County Administrative Center
Thursday, April 10, 2025, at 6:00 p.m.

Notice of this meeting was given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 24-23.

The meeting convened at 6**:**00 p.m. with Mayor Jennings presiding

ROLL CALL:

Councilor Cortez	*present*
Councilor Johnson	*present*
Councilor Oropesa	*present*
Councilor Corn	***absent***
Councilor Moore	*present*
Councilor Heldenbrand	*present*
Councilor Halvorson	*present*
Councilor Arnold	*present*
Councilor Cavin	*present*
Councilor Marrujo Jr.	*present*

Councilor Cortez led in the Pledge of Allegiance, and Councilor Marrujo led in prayer.

APPROVAL OF THE AGENDA

1.Approval of agenda - approve the agenda for the April 10, 2025, Regular City Council Meeting.

MOTION: Councilor Halvorson made a motion to approve the agenda for the April 10, 2025, Regular City Council Meeting with the following change:

- Move the following item to the consent agenda: # 26 – The appointment of Heidi Huckabee to the Cemetery Board – Position 1 (1st term April 11, 2025 – March 31, 2027)
- Make the following change on item #18, page 186 – change the word(s) "Present" to Yes for the Roll Call Vote.
- Pull Item #5 from the consent agenda and place it before Item # 23, Zoning Case VAC-25-007 vacation of East 9th Street.

ROLL CALL VOTE:

Councilor Cortez	*yes*
Councilor Johnson	*yes*
Councilor Oropesa	*yes*
Councilor Moore	*yes*
Councilor Heldenbrand	*yes*
Councilor Halvorson	*yes*

Councilor Arnold	*yes*
Councilor Cavin	*yes*
Councilor Marrujo Jr.	*yes*

Councilor Heldenbrand was the second.

Motion passed: 9-0 with Councilor Corn absent

2. Approval of consent agenda - approve the consent agenda for the April 10, 2025, Regular City Council Meeting.

MOTION: Councilor Halvorson made a motion to approve the consent agenda as amended for the April 10, 2025, Regular City Council Meeting

ROLL CALL VOTE:

Councilor Cortez	*yes*
Councilor Johnson	*yes*
Councilor Oropesa	*yes*
Councilor Moore	*yes*
Councilor Heldenbrand	*yes*
Councilor Halvorson	*yes*
Councilor Arnold	*yes*
Councilor Cavin	*yes*
Councilor Marrujo Jr.	*yes*

Councilor Cavin was the second.

Motion passed: 9-0 with Councilor Corn absent

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

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

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

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

7. Consider authorization for repair of Waste Water Treatment Plant MRAS Basin Pedestrian Bridge to Smith Co Construction for $66,146.05 which includes GRT.

8. Consider recommending authorization for approval to issue a purchase order in the amount of $262,661.55 for the purchase of three SCBA compressors from Municipal Emergency Services.

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

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

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

12. Resolution 25-20 - adoption of Resolution 25-20 approving budget adjustment for the fiscal year ending June 30, 2025.

Resolution(s)

13. Resolution 25-17: adoption of Resolution 25-17 to dispose of certain surplus personal property listed in the attachment.

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

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

Minutes

16. Approval of the minutes from the Regular City Council Meeting on March 13, 2025.

17. Approval of the minutes from the Special City Council Meeting on March 18, 2025.

18. Approval of the minutes from the Special City Council Meeting on March 28, 2025.

NON-ACTION ITEMS (Information Items)

19. NetSuite for Government ERP Presentation (Toni Gomez)

20. Air Center Updates (Bobbi Thompson)

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

22. Employee Out-of-state Travel

PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS
In order to speak you must sign up prior to the Council Meeting.

- Nicholas Rubio, President of the Local 51 Utility Worker Union of America. Raise awareness about challenges city workers face, particularly safety. Education and training are vital for safe work practices.
- Charles E. Thompson, Cemetery worker. Wants to see transparency in the commitment to city employees

5. Approval to authorize AerSale for a ten (10) year lease agreement beginning April 1, 2025, and ending March 31, 2035 for Hangar 85 and Building 240 at the Roswell Air Center. Michelle Sanchez presented the item. Two leases were included in the packet one was incorrectly uploaded for Building 240. Correct lease was handed out at City Council.

MOTION: Councilor Heldenbrand made a motion to authorize AerSale for a ten (10) year lease agreement beginning April 1, 2025, and ending March 31, 2035 for Hangar 85 and Building 240 at the Roswell Air Center.

Councilor Cavin was the second.

VOICE VOTE: was unanimous 9-0 with Councilor Corn being absent.

PUBLIC HEARING(S)

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

MOTION: Councilor Halvorson made a motion to hold a public hearing to request Vacation of East 9th Street 60' wide Public Right-of-Way (ROW) from N Main Street to N Virginia Avenue; and vacate adjacent north & south alleys from 8th St to south of 10th St from Public Rights-of-Way and convert to 25' Public Utility and Reciprocal Access Easements for Infill Development in the C-2 Community Commercial & I-1 Light Industrial Zoning Districts.

Councilor Cortez was the second.

City Clerk: Do you solemnly swear or affirm that the testimony you give is the truth the whole truth and nothing but the truth under penalty or perjury?

Mayor Jennings: Mr. Hicks and Mr. Hicks and Mr. Gross Mr. Krumland are you going to speak I mean I didn't know you didn't stand up to swear and I guess you got to swear too

Mr. Krumland: No one observes your honor You're just going to observe I don't know about being honored but that's all right He'll take it All right Good evening

Meredith Hildreth: Mr. Mayor members of the council This is a zoning case that was heard by the planning and zoning commission already and the final decision rest with you regarding a vacation of 9th street east ninth street between Main and Virginia Avenue On April 1st 2025 the city of Russell Planning and Zoning Commission voted 5 to one to vacate the East Ninth Street right of way between Main Street and Virginia Avenue to vacate an adjacent section of the alley right away north of East Ninth Street ending south of 10th Street vacate an adjacent alley right of way from East Ninth Street South to East 8th Street and convert rights of way to utility and access easements This is the zoning map that shows the properties under consideration that are contiguous to the Ninth Street and alley right of ways to be under consideration for vacation And as you can see they're zoned C2 community commercial and I1 light industrial And they're in commercial and industrial corridors This is a conceptual rendering for infield development for a service lane on East N Street rendered by Smith Engineering Company These are staff photos This these slides are looking from Main Street toward East 9th Street and the Roswell Ford properties on the north and south of East Ninth Street on Main Street And this slide is looking west along Ninth Street and looking north from Ninth Street These slides are looking south down the alley from 9th Street toward 8th Street And then the last slide I mean the last picture there is looking from 8th Street up that alley toward Ninth Street This is the excerpt of the preliminary East Ninth Street right of way vacation replat by Smith Engineering The full plat is in exhibit F of your pack The Roswell subdivision code specifies that vacation plats the procedure is the application shall the applicant shall include a plat declaring what is to be vacated Such a plat shall be processed and considered in the like manner as that of plats for minor subdivisions and those minor subdivision plats go through planning and zoning commission that commission makes a recommendation to the city council The city council reviews the final decision This is a graphic map by Smith Engineering showing the East Ninth Street right of way vacation in the Ninth Street is in yellow and the alleys are in blue Back in 1981 there was a vacation of dedication lot seven and 8 Block 7 North Spring River edition on the same Ninth Street So a little bit of the Ninth Street right of way was already vacated back in 1981 case 81-007 This is an excerpt from the conference's master plan The future or the preferred land use scenario map showing the star shows the area of under consideration And next to a conceptual metropolitan redevelopment area in the black hash mark that would be the railroad district And in 2020 city council revised the boundaries of the railroad district metropolitan redevelopment area and the property the properties under consideration are in the blue circle and they are in a section of this district This area is also part of it north of 9th Street and just a little section of 9th Street at the intersection of Main are in the ah flood zone These are letters from the utility companies from solid waste and from the fire Marshall These are in your packet under exhibits H and J These are the sanitary sewer maps and the water map showing the sanitary sewer going down the alley and that alley to be under consideration for vacation will be converted to a utility easement Nothing will be built across the alley right of ways It will still remain as access and utility easements And in the water map there is no water on Ninth Street just on Main and Virginia As of today's date the planning and zoning office has received zero written protest letters zero verbal protests and one inquiry for zoning case VAC-25-00007 And then there's some legal standards from the New Mexico state statutes regarding vacations abandonments reverbed public roads streets and highways The property or property rights acquired by purchase or condemnation by the state or any commission department bureau agency or political subdivision state for public road street or highway purposes shall not revert until such property or property rights are vacated or abandoned by formal written declaration of vacation or abandonment which has had duly declared by the state or any commission department institution bureau agency or

political subdivision of state inherit the property or property you right has vested And then also section 67-2-7 Any owner of lands abiding any highway street or road his heirs or assigns may petition state or any commission department bureau agency or political subdivision thereof who believes a section of any road or public road street or ride of way is not or no longer needed for public purposes and may petition the state or any commission department bureau agency or political subdivision thereof for a formal determination of abandonment or vacation And I might add that earlier vacation of Ninth Street was also for an auto like auto dealership as well So it's been in that use for a really long time These are the legal standards that the city has adopted amending chapter two of the municipal code This is in exhibit k of your packet So this is real property transactions article 7 section 2-201 No existing municipal purpose prior to the sale exchange or donation of real property belonging to the city such real property shall be determined to be not essential for any municipal purpose The mayor and city manager or his designee shall make this determination writing and communicate the determination to the governing body as appropriate under this article And then section 2.202 talks about appraisal and I stand for questions

Mayor Jennings: Questions from members of Well we don't have testimony first so if we could Mr. Gross I believe would you like to come forward and testify as to your first or who else is that's fine If you want Mr. Hicks wants to go first that's fine Whatever

Scott Hicks: Good evening Mayor Council My name is Scott Hicks I'm with Smith Engineering 401 North Penn is the address of the office Yeah We're the agent acting on behalf of the owners of Roswell Ford who are here in the audience tonight we assisted them with preparation of the application and some of the exhibits that you saw that Meredith discussed earlier Thank you Meredith we're here to present this case and hope that you will consider the approval of the recommendation of the P&Z commission that we got last week for vacating of 9th Street between Main and Virginia and then converting the alleys adjacent to those properties along there as rather than alleys So a little history of how we got here and why and why now and you might hear more about this later I won't go into too much detail but last year and prior to that there was plans being made and designs underway for a new Ford dealership on West Second Street And in October we had the flood and it went through that corridor of the Spring River where it is now and about 5 ft deep and it inundated as you well know all those properties down there And so that pretty much stopped any work at Roswell Ford They lost all their inventory vehicles parts and a lot of damage to the buildings that were there So they got with Ford and being that it was much quicker to renovate and repair where they were than to go and reconstruct or go construct the new facility out They chose to stay right where they're at and made the determination to rebuild right there where they're currently at So Toby and his crews got to work and within a couple of months they had that showroom and parts department back in business and that that was a minor miracle in itself as much as damage was done So that also presented opportunity for newer and more modern facilities across the street and Ford is behind that This is part of that It gave us the opportunity also to look at 9th Street and the congestion that's been in that corridor forever with our customers and vehicles going through there on a daily basis And by vacating the ride of ways some things could be done to make more efficient customer service through there safer corridor for the public and also some advantage to the city as we'll get into for no longer having that that ride of way for their maintenance So we met with engineering we met with Mr. MacCornack and Mr. Najar and we went over our idea here and got positive feedback initially so we went next to the neighbor Mr. Rhoads owns the southeast parcel there and we had a couple meetings with him because he was

going to be affected of course with this and he he's on board He actually signed the application so he was good with this and then I went to the utility companies because there are there are utilities that run the alley other than sewer city sewer there is gas there is power and there was communications there So I talked to all those utility companies and explained what we would be doing and they were in no opposition of it whatsoever and they sent emails that Meredith included in the packet I also talked to solid waste Abraham out of solid waste and he had no opposition He can still get in and serve the facility for solid waste pickup so there was several people that we talked to before we ever submitted the application to P&Z so we got to P&Z We presented the case last week Um a little bit of a surprise came up at the last minute this this 2403 I think we've we worked through that I'll hear more about that later But up until then in my previous cases of rights of away no compensation was being asked for by the city either alley or right away So that's how we approached this initially and then when that came up it came up the day before the meeting it came up on Monday The meeting was Tuesday night so it was a bit of a surprise but we talked about it We got our recommendation by the commission and then I think we've got subsequent consequences or conversations with staff and I think we've got a work around there if that becomes an issue So um we've got we've got the plat prepared It's preliminary plat There will be an easement in Ninth Street running from Main to Virginia to allow emergency access all the way through there as well as the customers that come through and Mr. Rhoads if he needs to get to his property on my street but he usually use Virginia They've got a big access on Virginia for that yard So we've covered that base We talked to the fire marshal He had a concern about the height of the canopy that we're going to have across there we assured him that we would make it high enough for his trucks he was good with that He had a couple of other items that would be will be addressed during development so we've got that taken care of So at the meeting also we had a letter by Mr. Najar He pointed out several items in support of that You can read those or you can if you want to hear those right off the bat there's a savings of $40,000 in not repaving that street There was a mill and fill program going on in the area And by not milling and repaving that street alone it saves the city about $40,000 so that's a savings right off the bat for the city that money can be spent on another street somewhere else Once this is vacated then Rowell Ford will take over the maintenance of that paving so it's a win a win for everybody We feel it's a win for the public because it's a much safer corridor now with a one-way circulation through there It's a win for the city for no more perpetual maintenance for the street and it's a win for the Ford to get their customers in and out more efficiently So I think we've covered all the bases I even talked to DOT As you know Main Street's a DOT jurisdiction I talked to the district engineer from Cisco out there and he emailed me in in in support of this as well because it now eliminates these left hand turning movement coming out of Ninth Street onto Main and that's a concept always for an unprotected left-hand turn So I think we covered all the bases I think we're excited about this There's great things to come in the Ford I'll let Toby talk more about that But with that I'll stand for any questions

Mayor Jennings: Anyone have questions for Mr. Hicks Councilor Halvorson

Councilor Halvorson: thank you for the information Sure So are you looking at keeping this road open to the public but going eastbound

Scott Hicks: it will remain open for Ford customers and it will go eastbound

Councilor Halvorson: So not to because on page 205 of our packet there's section 6727 it says that if the who believes the section of public road street or highway is no longer needed for public purposes Has anyone any kind of street count how many vehicles actually use that road

Scott Hicks: we will do that when we go to a permit process with the DOT

Councilor Halvorson: So that's jumping ahead Isn't this jumping ahead then without that count I can't really make a very good decision without having

Scott Hicks: Yeah, and that that didn't come up when we've had our conversations with engineering before that We would have done that maybe if we had it didn't, we're not really changing the use for that corridor and it's 90% used by customers Ford anyway

Councilor Halvorson: I mean I know I use the road and I don't know that's what I'm saying without a count I don't know how

Scott Hicks: Well there's eight street and 10th street you know up and down

Councilor Halvorson: Oh I understand

Mayor Jennings: Any further questions

Councilor Heldenbrand: yeah Mr. Hicks you just said there's 8th Street and 10th Street What if somebody wants to vacate 8th Street and somebody wants to vacate 10th Street

Scott Hicks: they'd have to come before it

Councilor Heldenbrand: What would it do to traffic law that's what I'm concerned and listening to Councilor Halverson who deemed that it's no longer needed for public purposes

Scott Hicks: That's by the city Pardon that's by the city and

Councilor Heldenbrand: it hasn't been done yet let me have my that's my question What creates no longer needed for public per

Scott Hicks: Well I think that that was a review by the city engineer and in his letter

Councilor Heldenbrand: but he has already approved this Did you not Mr. Najar you you've already given us a thumbs up approval without doing what Mr. Hicks says needs to be done
Scott Hicks: No I don't think it needs to be done for that court of it'll be done for the permit process for the

Councilor Heldenbrand: I'm a fact-driven person and I don't see any facts from Mr. Najar

Mr. Najar: counselor I gave testimony presenting my facts at P&Z and they're not in your packet

Councilor Heldenbrand: Well you should have been maybe

Mr. Najar: I'm not going to say against that As far as the counts I went back and looked at the I've been I know been with this street I think if we were to do a traffic count you would take the number of traffic right divide by two because most of that traffic is customers dropping off your vehicle picking up your vehicle and I'm sure there's a few like Councilor Halverson but if you look at the on my again in my letter I went from 2003 813 I think 21 and you look at the Google pictures that night stream has been used forever basically serving the forklift when this came up as city engineer street department Yeah let me get this one off my inventory and the other thing is too based on as city flood plain manager there's been a lot of damage over there and the business the structure across the street I don't see it coming back real quick and having a modern whether it's Ford or wherever having a modern business there and if you look at the downtown area those blocks are very short so I know they're using in essence they were already using ninth street but by now using from 8th street to 10th street It's a bigger property Yes By 60 ft If you paid attention over the years where the car wash used to be that was the property line Where the service building is that's the property line on the property line If you were building over there all the cars are parking in between We had a 26 ft lane or two lanes for the traffic So as I look at it was already being used and the distance between 8 Street and 10th Street in comparison to modern streets is very short I gave an example a testimony was look at the alley behind Buffalo Wild Wings It was vacated The reason it was vacated because we turned that one in to access when Buffalo Wild Wings and whatever fast food place was there They wanted accesses off of Main Street Said "No I didn't want McDonald's and two other businesses playing chicken in the center lane trying to access it." So, I said "No access." DOT agreed with me We vacated the alley and they paved the alley between Buffalo Wild Wings that other business and the hotel They all paved the alley And basically it's an alley people think it's an alley but on paper it's been vacated It's an easement for those businesses to get in and out and minimize the traffic there Across the street we have what we call the overflow parking lot for the convention center We vacated 10th Street there so we could make that property which is city property better for the purpose that it was going to be used for

Councilor Heldenbrand: I don't deny anything what you're saying here What I'm saying or asking of you where is the fact that we can look at that says it's no longer needed All I'm hearing is verbiage

Councilor Heldenbrand: I don't have any fact in front of me to say that it's no longer needed

Mr. Najar: My letter was presented in testimony presented supported two things No the new finish please So it supported two things The planning and zoning process that we have right and it supported ordinance 24-03 that right now it's easement right away once the vacation process is done it now becomes real property and then I also supported that based on all the stuff that I had and all the factors that my determination my recommendation that it became non-essential because we had eight street and 10 So all that was my testimony supporting PNZ supporting ordinance 24-03 which didn't make your packet and

Councilor Heldenbrand: maybe it should have made in our package so that we were aware of that and I understand you know I take my vehicle over there and I get it serviced over there and I

understand the ins and outs of that traffic flow over there I'm not saying all I'm saying is give us some proof Mr. Najar They are you know all I'm hearing is verbal proof

Mr. Najar: I have a letter I had a letter with pictures trying to document and other steps If you look in the packet

Councilor Heldenbrand: that's not before this committee the council today

Mr. Najar: I didn't prepare the packet This is not my responsibility to prepare the packet for this item

Scott Hicks: I bought a copy of the letter you want us to read

Councilor Heldenbrand: Well that we're here trying to make a decision based on fact and we don't have

Mr. Najar: Absolutely It makes it dang difficult This is a quasi-judicial This is a quasi-judicial process

Councilor Heldenbrand: That's right

Mr. Najar: That letter should have been in front of you

Councilor Heldenbrand: and it's not

Mr. Najar: So was it omitted purposely or accidentally

Councilor Heldenbrand: I don't make the packets Mr. Najar

Mr. Najar: Neither do I The pack is going to come out Yeah

Mr. Yntema: Sorry I need to jump in I think the engineer is speaking out of turn Let me define some legal points here So the city engineer by stat or by ordinance has certain authorities In particular he has engineering control over streets roads and alleys However ordinance provides that it's the mayor and manager together who make a determination about whether or not there's public need that is communicated So Mr. Najar presenting evidence on behalf of the city is simply not something that he is by ordinance empowered to do without going through the mayor manager The second part is that real property is land or anything attached to it erected on including anything that may be served with or without injured to the land can also be corporeal or incorporeal which would be easements So Mr. Najar again stepping out of his lane by saying that real easement a right of way is not real property It absolutely is And then finally the point is that we have to follow our ordinances in order to effectuate this correctly or is subject to challenge Um in this circumstance without a determination from the mayor and the manager concurrently there's still a public use under city law Similarly unless there's compensation presented to the city you run into an anti-donation violation because real property carries with it a value And this easement has a value and the city should be compensated under ordinance and state constitutional law

Mr. Najar: and Hess is wrong in a couple of things They made recommendations and again without you seeing your letter I my letter its recommendations and my letter also stated that it was right of away and it became real property again support the 24-03 I supported both the planning of zoning and 24-03 but if you don't get to see the letter then

Councilor Heldenbrand: well I just feel it's not full testimony not full facts are given to us panel the final

Mr. Yntema: let me speak to that Mr. Najar's throwing sand Mr. Najar does not present the facts at a hearing it is the applicant's burden Mr. Najar should not be the one asking for it to be presented on behalf of an applicant That would be potentially seen as endorsing an application which city staff does not do without mayor and city manager

Councilor Heldenbrand: Well let me just now I'm confused Mr. Najar

Mr. Najar: I don't know what to say You know I made my recommendations like I've done for lots of other stuff Yeah And apparently there's a the letter is not supposed to be seen or

Councilor Heldenbrand: Yeah As I said you bring us all back and you gave that testimony and now we're not seeing that testimony

Louis Najar: And I don't see anybody volunteering for you guys to see the letter so I don't know what to say

Chad Cole: Quite frankly you wrote the letter So if you can't communicate the letter

Louis Najar: I can communicate the letter and I have a copy with me if I want to run down it

Chad Cole: Yeah sure

Louis Najar: That's what so So describe the process of the engineering P&Z I mean the appealing process and switch glasses Engineering department has reviewed the case and recommends vacation of ninth street and alley easement is requested by applicant Recommends existing 19th is centered in the operations of Roswell Ford Right of way with extends from face of building to face of building See enclosed aerial photos from Chavis County partial map So you have the parcel map There's arrows pointing as I described for the what was it with the car wash and the service building and then of course there's park cars parked in the in the ride of way vacating Ninth Street would remove Ninth from the responsibility and maintenance from the streets department such potholes curb repair brick paper repair and other ninth street was not put in the mill fill list for was on for the October 24 flood based on the recently completed mill and fill streets in the flood area Calculating present worth from the ITB-25-00001 fiscal year 25 mill fill The square yard cost is 29.25 per square yard The payment area is approximately 1,326 square yards The savings not to mill and fill was $38,787.55 Number four Similarly the alley of the payout removing the alley from off the inventory for pavement maintenance and pothole patrol would be a savings to the city vacation process reverts the area back to real property which is then taxable revenue for the city and county again after the process And again it's real property Not I'm not discounting that there's

no compensation for it Just that I agree with 24-03 From a future planning perspective eastbound ninth street dead ends at Virginia It serves no other properties to continue eastwardly in a direct travel You know AWC no longer using that And behind that is a railroad track So from a planning point of view Ninth Street will never go any further than Virginia This portion of Roswell has a history of homeless persons Vacation of an alley and fencing an alley would force all pedestrians to use Virginia or Main Street and keep them out of the alley especially with the little Shell Station there this is a safer alternative for travel and police enforcement the case packet on page paragraph 7 page 36 of 75 defines other requirements So that was that reference was to the P&Z packet But basically what I told them if we have to relocate the fire hydrant if we have to move a street light if we have to remove do all that that's their cost Plus I want dead end MCD dead end signing on the alleys 8 street and 10th street if we remove pavers I want all the pavers taken to the street department we can use those pavers to repair other parts in the future And there was some other stuff that I requested that the developer do if it passes and it's vacated that we collect basically all our city apparatus and we put them back in our department so we can reuse them The vacation on ninth street and creation of alley easements also assists with the infield and economic prosperity for the city of Roswell and of course Roswell quarters Recent 2024 flood event has also impacted the immediate neighborhood with a severe damage to Roswell Convention Center and Goddard Museum Additional improvement to Roswell Ford would be a welcome site to the neighborhood In closing engineering recommends vacation of Ninth Street and creation of an alley easement as requested by P&Z case 25-00007 which at every P&Z case engineering is always asked what do you think recommend this kind of stuff So what I'm doing is what I'm supposed to be doing recommending or pulling stuff Say I know I don't agree with that Again I'm making recommendations I'm not making determinations That's the governing body Current street ninth street use is not an essential needed street nor needed for municipal portion Vacation of ninth street creation alley easement will ease the financial burden and the liability of the municipal municipality of Roswell Mexico Sincerely Louis Najar P. E. Then I had pictures November 2021 March 2008 8-13-21 Going back on Google if you look on Ninth Street for business plus I don't have to deal with ninth street no more

Councilor Heldenbrand: Well that would I think would have been beneficial had that been in our packet to see what you were discussing and talking about there

Louis Najar: And again I made that testimony like I do every month at P&Z There's questions on the next case I'll be glad to answer questions That's my job

Councilor Heldenbrand: Thank you Mr. Najar giving us some clarity

Mayor Jennings: Thank you next we have council lady Halvorson and Cortez and then Arnold

Councilor Halvorson: I understand why you want to do this It makes complete sense especially being the owner of Roswell Ford the question I have is you guys keep mentioning 24-03 I can't find it in my packet

Scott Hicks: Yeah I might also add that that 24-03 wasn't part of the PNZ packet either when it was up It wasn't included We didn't learn about it till Monday before the meeting So maybe we

could have addressed some of those issues but we've had I think we've got some discussions that have taken place since we still work that out

Councilor Halvorson: So I know we just went through an audit with me for a while and that was my concern when you mentioned is this an anti-donation because I know you mentioned we did it to 10th Street where the parking lot is but the city owns that parking lot Are we allowed to just give this huge street was not huge but the street to a private entity would have been anti-dation

Hess Yntema: Yeah Mr. Mayor Councilor Halvorson my opinion is no Something has tangible value to the city which it a right of way does you have to we wrote this ordinance partly presupposing what the audit findings would be because the city has in the past given property away So what this did is simply say we made determination that the city doesn't need it So we're not giving away something that's useful to us The council through the ordinance gave that determination to the mayor and to the manager concurrently so that one person couldn't just say it And then the second part was that we'd have an appraisal so that we'd know what to charge for the property that's being conveyed

Councilor Halvorson: That's my concern I don't know if we're given all the information and I'm wondering if we should vote to table this but I'm not going to do it right now because I know there's other people who want to speak but I'm wondering we should hold it till next month so we can actually review all the information and

Hess Yntema: Mr. Mayor and Mayor Pro Tem the so the way the ordinance is written it provides that this has to be heard by the council today unless the applicant seeks a continuance

Councilor Cortez: Mr. Mayor I think I have a couple of questions probably for a couple of different people this ordinance I guess speak for you Ordinance 24-03 it seems like it puts another process in front of the vacation process And so I'm kind of curious how we get to the point where we're having we're following a vacation process set out in our zoning ordinance and also New Mexico subdivision law and subdivision acts and we are not preemptively through our city process making this determination prior to proceeding because it would seem like you couldn't vacate if I'm reading this right and thinking about the sequencing and you tell me where I'm wrong where we are saying before you could even contemplate a disposal of real property through a vacation which we're saying a vacation is a disposal of real property How could we initiate the vacation process without doing this first

Hess Yntema: that's correct And that's why that I was not included in the initial application process And I'm sympathetic when there's a new law I mean engineering firm is not exactly who would need to know about how real property conveyances work in a municipal corporation in southeastern New Mexico But they were told ahead of time they were requested to or they were asked if they wanted to continue the hearing to talk with the manager and the mayor They declined that unless I'm incorrect

Scott Hicks: No we talked with them after I appreciate that

Hess Yntema: And so that's the Yeah So the way it's the it's labor and time and there's a sever then there's a the section two of the ordinance itself says any parts that are in conflict are repeated So in so much as the zoning code is in conflict with the ordinance so the ordinance takes precedence

Councilor Cortez: So the ordinance repeals the zoning ordinance

Hess Yntema: Well in so much as it conflicts So there's a case in state law It's New Mexico in rex Madrid v. UU Bar Ranch And what the court says is there you read them in harmony and ultimately when the council's making its decision it should have all of the check mark However you get there everything needs to be checked before final conveyance is made

Councilor Cortez: I got you Next question Thank you That was very helpful how my next question we all will agree that this is real property because it's land and there's a real property interest with an easement How did the city come to does the city own the road the ride or way dedicated in the Spring River edition do they own it in fees somewhere

Hess Yntema: so that is typically something the applicant would produce I've looked into it and haven't actually been able to make a determination partly because it's unclear we I haven't been able to find the applicable law for when the conveyance was made in what 1901 It was 1891 So 1991 So I have a copy of the plan Yeah So in current New Mexico law if it says for public use as you're aware then it becomes fee and anything else is some form of writing In a subdivision

Councilor Cortez: in a subdivision

Hess Yntema: So this was a subdivision

Councilor Cortez: and the convinces the dedication on the subdivision

Hess Yntema: right and so I am not I can't unfortunately and I've looked and I haven't found it yet what the answer is to an 1891 conveyance on a subdivision in the plat

Councilor Cortez: Would it be based off of dedication because we would have been a territory at the time Because my understanding is that when we vacate right of ways that are dedicated in subdivisions that of course the adjacent property owners have no interest

Hess Yntema: Yes

Councilor Cortez: It would seem hard for me to believe that the city would own that in fee because logically then they could sell that strip

Hess Yntema: Correct Yeah

Councilor Cortez: To another party

Hess Yntema: That's true But I can't say at this point that I know absolutely that the city owns it does The legal presumption is that we own it as a right of way easement it's possible we do owe them the fee and I haven't been able to figure that out 100% yet

Councilor Cortez: Right and I appreciate that I just know for example the DOT for example and when you condemn property or you purchase a property there is an exchange there is a conveyance instrument which would be a deed right and so I'm curious as to the disposition because we're talking about disposing of real property purchased or condemned and I'm wondering how that intersects in this situation and just for how we would look at these the way

Hess Yntema: if you look at the Madrid v. UU Bar Ranch the court kind of takes for granted that a highway regardless of how it's acquired In this case it probably right of way is just real property for the purpose of the state code when it comes to conveying interest in real property

Councilor Cortez: All right Thank you Um Mr. Hicks thanks for coming tonight How do we how do we know you're still there's basically still going to be a road there right go on a one-way road from Main Street to Virginia

Mr. Hicks: correct

Councilor Cortez: How I mean I'm assuming that people that are not going to Roswell Ford are going to occasionally turn onto said road Um how do we you know I mean are we just assuming that well since it's still left as a road how would you characterize that situation

Mr. Hicks: there there'll be signage as such but yes there'll be people to turn in there but they will have that south 20 ft to go all the way through So to answer your question councilor Halverson yes it will remain open and the public will be using it because they will be going to Ford and they can go through all the way and that will remain open all the time We have to maintain that 20 foot easement access easement open all the way from Main to Virginia and that will satisfy both emergency services and roads or whoever later buys that proposition See what what's going to happen here is if this goes through there's 60 ft left of that ride of way and properties on the north and south adjoining get their portion of that and that becomes real property that will now be taxed for those owners But we have had discussions just more information we have had discussions with the city manager and the mayor we would have had those conversations and discussions earlier had we known that this ordinance was going to be applied It was a it was a little piece of the bigger ordinance amending chapter 2 of city code It's just a little paragraph in there So I was unaware of it We were all unaware of it until Monday before that meeting It didn't leave us time to get with them So we've done that subsequently and we would like an offer that hey we're not going to want this thing to get hung up over a little bit of compensation or appraisal that kind of thing So maybe there's an opportunity for a conditional approval motion kind of thing that we do that

Mr. Hicks: we certainly don't

Hess Yntema: Like there's two parts that are necessary One is the actual determination as communicated by the mayor and manager and then the second is the appraisal So yeah I mean conditional vacations are a lawful thing but it I guess what you're really could condition on those

two but depending on how the appraisal comes in at it would have to go to council again potentially If it's over $10,000 unlikely it can't be done administratively

Councilor Cortez: Mr. Mayor I guess so I guess I just want to say that it seems like that the 24-03 ordinance by definition and the interpretation that you provided and the intent of it would have to exist prior to initiating a vacation to Missouri like it would have to be step one prior to this That's what it sounds like to me the way you're describing it That's all I got to say and I appreciate the time I yield Thank you sir

Mayor Jennings: Thank you Councilor Lady Arnold

Councilor Arnold: Mr. Yntema Can you explain because here's what I'm missing I mean it seems like we have a very viable request from a respected member of our community understanding that the process the actual process should have been that they took it to the city manager and to the mayor for review and then the appraisal and then and so those steps were obviously missing I think the request is definitely something that is has value and should be considered and we can kind of keep going in that circle but we all I think are under the impression that there's a couple steps missing So please advise how to best assist our business owners in moving forward I mean we understand that this is something was a little off I think all of us up here understand that We understand that on this one probably a vote is required instead of the ability to table So if you could recommend the actual process we need to take recommend how we can do it precise and quickly and inform our constituents of what they need to be doing from step one to step whatever But if you could just kind of tell me that so we can move this you know I mean I definitely don't want to run around any more questions but I mean I get where we are at and where we're at is this is not in order And so we just need a report

Hess Yntema: Yes Mr. Mayor Councilor Arnold The simplest thing would be really the only thing that we can do because the way the zoning code is written is the applicant asks to continue it for 30 days while we get the appraisal done and the mayor and the manager can confer and communicate their opinion as to whether or not there's a municipal purpose And then and then it comes back here the next the next month Yeah it's as simple as that

Councilor Arnold: Perfect Let's do that Well I think

Mayor Jennings: let's go ahead and hear Does this conclude your testimony

Mr. Hicks: yes Unless there's any more questions for me Thank you everyone

Mayor Jennings: Mr. Gross

Toby Gross: Toby Gross 1316 Alicia Lane Mr. Mayor Council thank you Cristina for moving that forward But we've turned everything we do in Roswell we meaning TNT Construction and the Krumland Auto Group everything that we do here in Roswell is done right It's done step by step We pay our fees We pay everything we're supposed to do And everything that we've touched in this town resonates add shines and it's productive for Roswell We were unaware of this particular ship We did turn to your staff meaning P&Z meaning everywhere we should have turned and asked

what we needed to do and how we needed to do it We ended up here with not having what we need And I assure you we would have had what we needed before I showed up here So I'm asking you to I think the only way out is to do a continuance and let us get our eggs in a in a basket It's almost Easter and we'll come back and visit with the mayor and the city manager Chad and we'll get our appraisal done that'll satisfy Mr. Hess and the team and we'll be back in front of you asking permission to do what we want to do which is to build a beautiful new Ford facility One thing that hadn't been mentioned already is that we're increasing the size of the facility by what we're doing which is going to increase the traffic on that street If you do a traffic study it is probably 90% Roswell Ford's traffic Going and coming we don't want to take anything away from anybody We left the one lane going through for Mr. Rhoads and for anybody that wants to go down it won't be in impaired in any way I ask for your help and understanding that time is of the essence There's tariffs coming our way I have steel orders sitting on my desk waiting to order the steel before the tariffs If they do or don't we still need to get it coming But I ask for your consideration and extending this case till next month Thank you for understanding

Mayor Jennings: Is there any further comments we have question

Councilor Moore: I just wanted to say thank you to them I appreciate your understanding and this process it is you know we can't normally we always want to blame who didn't put the paper who brought the paper who said what but it is all the responsibility of the people that provide us information We can't go snatch the paper from him or whatever So we want to thank you for your understanding this process of these couple of things that are missing I think I didn't even haven't even heard the mentioned so I appreciate your understanding We look forward to doing business with you I look forward to going to get my new you know my new car get it together but I just want to thank you for your patience and so the since he said he would be to that the continuance continue to vote on the continuing or once he said that we're done

Hess Yntema: it's his as a matter of right for 30 days so until the next meeting

Councilor Moore: So just in the minutes just that this is going to be on So thank you We look forward to

Toby Gross: I would request that if there's anything else that we need to come back and have this whole then I would I would like that provided to us

Councilor Moore: I'm sure you take care of that with the city manager and Mr. Thank you

Mayor Jennings: Yes ma'am

Jessica Vickers: I don't want to beat the dead horse but I will take my fault for 24-03 not being in a packet I sent Mary with an email I left that off We realized it Monday informed the applicant and gave them the option to postpone and go forward with this process So I want to make that very clear They were informed on Monday Yes it was late notice but we did not push them to go forward with this hearing today We did give them the option to wait to go through the proper process and come back next month So I do just want to make sure you all understand that we did not push this

forward So I realize that was left out and I will apologize for that but I just want to make sure you knew that.

Mayor Jennings: Councilor Oropesa

Council Oropesa: Thank you Mr. Mayor I guess I'm just confused because if that road is going to be owned by Ford why is it that we're talking about compensation if they going to leave it open for traffic to go through even a one-way

Hess Yntema: Mr. Mayor councilor they the them leaving traffic to go through is not something the city can enforce At that point we're relinquishing our right to allow the public to travel that way

Councilor Oropesa: So they if we approve this not tonight probably but next month they also would be able to pull it down the street

Hess Yntema: Yes The street will legally speaking the street will cease to exist It will there be those will be their full private property Absolutely And if the city wanted to reopen the street the city would have to condemn or purchase the easement from them

Councilor Oropesa: because I think it'd be very hard for them to determine as far as the traffic is concerned who is a customer and who is not as far as you know traffic just going through

Hess Yntema: Yeah So I no engineer so I'm not going to tell you how to build a bridge but ultimately it's the mayor and the manager concurrently who have the discretion to say yes we agree with whatever principles were done in the traffic study period

Councilor Oropesa: So just the fact that it's open doesn't mean that they're off the hook as far as compensation is concerned

Hess Yntema: Correct Yeah So what would happen if the city gave up its right to allow the public to use it which has a tangible value you can think about it in the inverse So if we have construction we have to purchase a construction easement to put our equipment on people's land and that has a value Normally it's nominal but if we don't then we're subject to a lawsuit

Councilor Oropesa: Thank you

Mayor Jennings: there's one thing I would just like to say when I look when I looked at this and I tried to look at I talked with some of the county officials and they said most of their land are on different kind of different easement and they state that they go back to the owner if it's not used for a public road and our city rights are not stated in the same manner as I can see it because I think when you on the city streets I think there's been a few court cases that state that we own the street because there are some problems if we do if we do work on a street that does not belong us and we cannot use we cannot use our city money to build a road that doesn't belong to the city and that's you know by anti-donation cost I think because of this ordinance I think it shall we it says we shall have an appraisal and I don't think we can get away from that the city manager and myself from our position I think when you read that whole ordinance there I think we have to have that I don't

think it's something that we can get away from I would tell you I think that it would be if it's possible I don't know how quick we can get the appraisals done I would I would think that with the problems we have going on right now with the tariffs if as quick as we can get some of this done I would I would say that we do it get the appraisers and see what we can do I don't know if it has to wait until the next regular meeting or if it can be in a special meeting I don't know

Hess Yntema: Mr. Mayor you can call a special meeting on any topic

Mayor Jennings: Well I mean so yeah totally fine Just so long as we give the 3 days' notice I'm dealing with exact And I just think I do think that this it's a questionable thing I don't know if he's going to put a gate on the front of the street He can put a gate and shut it so you can go down it at any time and gate on the back That's all possible It appears they're going to close the gates to the alleys off which I assume I don't know if that means we have to have a place to put the trash If we were going to vacate the alleys I think it said another thing north and south alleys from 8th Street to 10th Street So those alleys will be vacated Does that mean they're going to put gates and lock those up where are we going to pick up the trash I don't know if that was discussed in the meetings what kind of facilities we had I don't know So anyway but I don't know if they put a gate on Ninth Street or not I mean is that something that happens to shut it off or do they just leave it open and then you know that's one question And then what happens if somebody has an accident or something on that street is that our liability or is that their liability if we gave it to them it's their property and so they might want to gate I think that's something that and it might help them with access into the Ford place if they do that I think those are some there But I don't if in looking at the problems with the tariffs and all the stuff going on I would not be opposed if we had a meeting a special meeting as soon as we can get the appraisals and things done so we can get that done I would say that the appraisals you know the city if we're going to vacate it we just have to figure out make sure we get the money and that's it and we vacate it and I think that we go through it without a problem I am not opposed to a special meeting if we can do it to help him order steel That is I think the I think the Ford dealership will it will be quite an improvement I would just caution you with the some of the new laws on FEMA where they are going back and if you build back in the same spot you have to build it up to flood level If you have to haul 6 ft of material in there where a lot of that stuff was four or five feet deep that water that's going to be a significant cost I But I think under the new FEMA law that started January 1st of this year you it might have to be built up to flood levels And I think that might also fall in the next case we have as well about the FEMA restrictions about building back where you are they make some changes as I recall from what talking with the FEMA people about what happens in New Orleans and everything else They don't want to have people building back in a flooded area You know that's I don't know you There's other people going to have to look that up better than me But so that's where we were going And I think if we since I guess the applicant was Mr. Krumland that you represent Mr. Krumland and Mr. Gross asked that we bring this up at the next meeting regularly scheduled meeting for sure or before that if that's the way I understood it I would have a motion I guess to lay this on the table till the call of the chair or to the next regularly scheduled meeting that

Hess Yntema: Mr. Mayor It just goes to the next meeting as a function of law

Mayor Jennings: as a function of law
Hess Yntema: Yeah And you can you can call it a special meeting Yeah

Mayor Jennings: So then if that's the case then I will assume that they've been asked for continuance and it would be is there any objection to a continuance I can't object It's on the so it's on his application the item is continued till the next regular meeting All right Next, we go to item

Appeal Hearing(s)

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

Councilor Cortez: Mayor after discussing with the counsel I have a potential conflict So I would like to recuse myself of this

Mayor Jennings: so we've had Is there any objection to Mr. Cortez being excused from a potential conflict of interest is there any objections seeing none you may be excused

Councilor Cortez: Thank you sir I will sit and listen in the audience

MOTION: Councilor Halvorson made a motion that we have the appeal hearing ZOC 25-03 Hold a public hearing for zoning case VC 25-003 request for a change from R2 to RVP resting recreational vehicle parking where the address is 1507 South Sunset for a zone change from R2 residential to RVP recreational vehicle park for 3.3 acres and address to be assigned at 1507 South Sunset Avenue legal description listed there

Mayor Jennings: We have a motion by Councilor Halvorson and a second by

Councilor Cavin: second

Mayor Jennings: councilor Cavin now we have two individuals signed up to speak on this Hopefully we can keep it within our three-minute limit We have Yes we have to be sworn in we have Jason Garcia and Mr. Fresquez So if you would both be sworn in please raise your right hand And Madam Clerk

City Clerk: do you solemnly swear and or affirm that the testimony you give is the truth the whole truth and nothing but the truth under penalty of perjury

Mr. Fresquez and Mr. Jason Garcia. I do

Mayor Jennings their both sworn in

Meredith Hildreth: Good evening Mr. Mayor members of the council This is zoning case ZOC 25-00003 and this is a zoning case appeal The planning and zoning commission made a decision on March 4th 2025 and voted 6 to zero to rezone the 3.3 acre Sunset Villa A subdivision planted in

1964 from R2 residential to RVP recreational vehicle park On March 6, 2025 a formal application of appeal was presented to the City Clerk by Larry D. Fresquez agent for Morris Schertz And this is the formal written of appeal And this is asking the city council for a public hearing to hear the appeal of planning and zoning commission And this is the language on the appeal interpretation of the buffer zones for residential single family that was written on the appeal The zoning ordinance article 3 procedures amendments and changes section five procedures appeals an appeal of a planning and zoning commission decision five This is the language in the plan in the zoning ordinance In making a decision on the appeal city council shall consider only those concise and specific points on which the appellant in his or her written notice of appeal urges the city council to set aside the decision of the planning and zoning commission So this is the language that was on the application for appeal interpretation of the buffer zones for residential single family This is the zoning map of the area The property with the star is the property under consideration that was already approved by planning and zoning commission This shows that the property is zoned R2 To the south is the Casa Maria Nursing Home and a vacant piece of property also owned by Casa Maria Three duplexes and three single family homes And you can see that Riley Drive dead ends there on the south next to an apartment complex That is also our three to the north and to the east are R1 single family residential subdivisions and on the other side of Sunset on the west is R1 that's undeveloped is 12 acres and then to the south of the Hondo is of our four track that's like 19 plus acres and has a single family home There is one little there's one single family home in a different track just north of the Hondo here on the west side of Sunset There's a little there's a one residence right there on Sunset it's an it's a rental property and that's right adjacent to the property under consideration and that's under the blue circle This is a staff photo of the Rio Hondo in the alley north of the pro property that's not contiguous to the property under consideration You can see it on the map up there as well That's a 60 foot buffer between the property under consideration and the estate type properties north of the Hondo You can see the aerial where this is a large vacant track under consideration and the adjacent land uses there on the aerial These are staff photos of the property under consideration as well as the duplex just to the south of it You can also see the fences on the east side of the alley adjacent to the property under consideration This is a big vacant piece of land This is the property is in FEMA AE flood hazard zone So it's in the flood hazard zone might be appropriate for something that's more resilient to flooding to happen there than maybe other things that go there This is the comprehensive master plan the preferred land use scenario This shows the property with a little star there on the sunset corridor It's a mixed density corridor as we discussed earlier in the slides And then it's also in the infill redevelopment opportunities area said designated This is the plat from 1964 the Sunset Villa A plat And that was filed a long time ago 60 years ago and it's been sitting there you can see that there's maybe I don't know if you can see it but there are 20 foot alley right of way on the north side So it separates there's an alley separating the property under consideration for the subdivision to the north with a 20 foot alley right away to the east as well to the south as well So it's got 20 foot alley right of way all around it including the little house So as of today's date the planning and zoning office has received 12 written protest letters representing 11 properties within the 100 foot notification area and one indicating address of a property outside the 100 foot notification area from zoning The letters were presented to the planning and zoning commission meeting at the on March 4th 2025 Five people spoke in opposition or expressed concerns during that public hearing and then the appeal was filed on March 6 2025 And those letters are in the packet based on the planning and zoning commission's March 4th 2025 6-0 decision to approve the zone change from R2 to RDP and the appeal file with the city clerk on March 6 2025 City Council has requested a hold conduct a public hearing on the

appeal of the zoning case and vote to either hold or overturn the plan and zoning commission's decision and we stand for questions

Councilor Heldenbrand: When I saw I think you originally only had one objection for P&Z Did I read in here somewhere where you only had one you received one written protest there were 12 This is at the time of this writing the planning and zoning office has received one written protest and two verbal protests and zero inquiries That's on page 255 of our packet When these protests came in did they come in after the

Meredith Hildreth: after the planning and zoning commission packet was put together the protest letters came in

Councilor Heldenbrand: before planning and zoning was the planning and zoning commission aware of those

Meredith Hildreth: yes they were included in their back

Councilor Heldenbrand: I just saw the verbiage here and it was not consistent with what was in our package and I wanted to know

Meredith Hildreth: those letters came in after this was posted I believe

Councilor Heldenbrand: for the planning and zoning commission not for this meeting

Meredith Hildreth: give me one second for the letters exhibit H was received on 2-27-2025

Councilor Heldenbrand: and the P&Z commission meeting was what day

Meredith Hildreth: it was on March 4th

Councilor Heldenbrand: March 4th

Meredith Hildreth: Yes So these other ones were received on 3-3-2025 the day before

Councilor Heldenbrand: Because they're not dated

Meredith Hildreth: the one on the back is

Councilor Heldenbrand: so you're exhibit because you just received them the day before the meeting then

Meredith Hildreth: yes

Councilor Heldenbrand: they all happen to come in all at the same time

Meredith Hildreth: yes sir these are in exhibit two

Councilor Heldenbrand: thank you for the clarity And you're saying also that this last letter here we were received is outside the 100 foot notification

Meredith Hildreth: Yes sir

Councilor Cavin: Mr. Mayor so all the members of the planning and zoning were able to see all these letters that were opposed to this and to go ahead and move forward with this

Meredith Hildreth: Yes sir

Councilor Cavin: What was that vote

Meredith Hildreth: six to zero

Councilor Cavin: And what kind of conversation went on and why did they make that decision if they had these people who all showed up to the meeting to speak did any of these people that wrote these letters show up to speak to that meeting

Meredith Hildreth: yes sir

Councilor Cavin: All of the one two

Meredith Hildreth: There were there were five people who showed up to speak in opposition or had concerns I can tell you who they were

Councilor Cavin: Well I'm just curious I mean if they had concerns and they had opposition five of them how many people were there speaking in favor of this change

Meredith Hildreth: Mr. Garcia spoke in favor No Yeah thank you It's

Mayor Jennings: Well while she's discussing this we should have we had we got Mr. Fresquez and Mr. Garcia so everybody come forward if it needs to Now I did not know I did have one question here on one thing It says in here that these are for RV parks and the other in all the in all the protest letters it says a mobile home park Are they the same thing they're not one in the same thing under the law And so we're one is a facility I guess yours is for a RV park Yes ma'am So that they can park RVs there for short term And the other it's not for a mobile home Can't put mobile homes on it You can just have an RV park And then Council Arnold you wanted to clarify something and just and then we'll go back I'm sorry

Councilor Arnold: Mr. Mayor so Meredith at the beginning of your presentation I understood that you said that we as a case we are supposed to focus on exactly what the application for appeal is regarding Correct So this is where I need clarification because I mean I'm having a whole lot but I don't know that it actually explains why we should accept Mr. Fresquez's complaint that he disagrees with the P&Z's interpretation of the buffer zones How is the buffer zones an issue and I mean that I think is actually our focus Correct their interpretation They're actually going against

what the P&Z determined regarding those buffer zones So for me all of this additional information clouds my specific judgment on this specific application So could we could you help me focus on what it is he's disagreeing with or the interpretation thereof

Meredith Hildreth: Mr. Mayor Councilor Arnold I believe the applicant of the appeal can best discuss that with you

Mayor Jennings: Councilor Moore I'm sorry No Well would you like any questions he wants She wants to share with Mr. Fresquez would you well we have to let the applicant go first

Hess Yntema: So this is an appellate proceeding So the person bringing the appeal goes first And so it's his burden to show that P&Z's determination needs to be overturned for the reason he stated

Mayor Jennings: I'm sorry Go ahead

Larry Fresquez: Mr. Mayor and counselors Thank you for your time I'm not really sure how to address you once they explain the appellate process

Councilor Halvorson: name and address please

Larry Fresquez: Larry Fresquez 606 North Kentucky Avenue Roswell But those letters of protest say if I may address that say my mobile home park because that's what was thought to be going in there regardless of why it was misunderstood or understood Once the residents found out it was an RV park most of the residents in the single family homes own RVs that were that spoke at the P&Z meeting and they understand what happens in an RV park and the length of RVs and the requirements you should have to be able to stop an RV especially going over that heel over the Hondo River to be able to turn into the facility especially if they're towing vehicles as far as the buffer which is what I appealed on I didn't know it would be limited to only discussing that nonetheless that's what it is I've been dealing with the planning and zoning department in Roswell for 43 years which they have a very difficult job and I appreciate everything that they have to go through in interpreting the laws and the requirements and the opposition to any zoning that comes before them and the rights of the property owners Like Mr. Garcia has every right to make an application to develop that property any way he chooses as long as they fall into the guidelines the property zoned R2 which is you know low density residential but not quite not restricted just a single family and I don't know where in the zoning laws that it says you have to have a buffer but that's what I've been taught by planning and zoning I served on the last two comprehensive planning committees for the city of Roswell and Chaves County and buffers are discussed throughout all of the engineering companies education which I understand the P&Z commissioners nor the city councilors are required to go through that process however you're educated through your staff but those 22 single family residences that abut the proposed RV park will be affected but in their future values and their peace of living in their residences if this RV park is approved It's more industrious and commercialized than a mobile home park a mobile home park and my understanding from visiting with Louis Najar over the years you just almost can't oppose those for civil rights laws They're and they are a replacement to single family homes An RV park is people coming and going living there temporarily I understand the code is actually limits them to 180 days but it's just the concern to the neighboring single family property owners and how it will affect

their future lives and their peace of living and enjoying their personal property rights as they live there You've got generators going people traveling on vacation with RVs they tend to be in a party mode they're on vacation There's different activities unlike what you can't prevent in a single family residential neighborhood I realize But Still it's an elevated level of activity with an RV park where you have basically people coming from all over the country passing through and enjoying their lives at their leisure into the night There's no ordinances against their generators or whatever entertainment they might have Most RV parks I notice when I look at their marketing and so forth like Town and Country is getting ready to have a concert in their RV park here in 2 weeks which is wonderful but most RV parks are on the edge of a city They're not internal Chaves County Planning and Zoning changed their ordinance where they don't allow RV parks in flood zones which this property is in the AE zone and that's for safety reasons because of the fact that RVs tend to get washed away in flood zones and so I would just I would ask each one of you to consider if you had an RV park that was developed in your neighborhood you know how would you feel about that how would that affect your life and your family especially people with children and how would you deal with that because this is zoned R2 and I can't go to any commercial property and just request to build a commercial venture there and get it approved just for the sake of doing infill throughout the city of Roswell which Meredith mentioned the infill jurisdiction but I don't think we should discriminate against older neighborhoods with lots of vacant land in it and promote infill that goes against the lifestyle that people would have been accustomed to That's all I have Any questions

Mayor Jennings: any questions

Councilor Heldenbrand: Mr. Fresquez we do have a noise ordinance that I don't know whether you're aware of to combat late night loud activities So to say that we and that would be upon the property owner not the individual staying here He would be the one that would be cited for that Just to make you aware of that The other question I have is where are these other individuals that showed up at P&Z where are they tonight do you know

Larry Fresquez: two of them are on the highway north of town They are they one's a truck driver and his truck broke down and his wife's a bus driver and she went out to help him and they both own a 40ft RV and they spoke at the P&Z meeting their next door neighbor that's opposed to it he had surgery for a brain tumor a year or so ago So he's not always to get out He was expecting a ride from them He's probably 45 years old another one that spoke up just had some a stroke and he wasn't able to attend So I don't know about the other two why they didn't show up

Councilor Heldenbrand: Just curious They were able to I was curious just as well But nonetheless it doesn't mean that they're not still opposed to it So it's always good to hear the testimony because that's what we're here doing right and so thank you

Mayor Jennings: Thank you Council Moore I'll give you another chance I'm sorry

Councilor Moore: no thank

Councilor Marrujo: I would like to abstain from this the fact is that I know him very
Mayor Jennings: well Yeah you have to do it at the beginning Yeah So yeah

Hess Yntema: Mr. Mayor this is a quasi-judicial matter So the way it needs to be conceptualized is if you wouldn't want somebody with conflict that an individual has ruined a case as a judge they shouldn't be doing it So judges wouldn't take cases for close personal crimes

Mayor Jennings: So you shouldn't be excused Well that one's one two three I had to have six You have to have six Yeah

Hess Yntema: I'm sorry In order to overturn the board you would need six votes

Mayor Jennings: There are seven So I would ask I would ask is there any objection to excluding Mr. Marrujo what's his reason for he said because he was a good friend and on the advice of counsel we should exclude him because if he was we're judges and he shouldn't be judging on the basis of a friend Is there any objection to excluding Councilor Marrujo councilor you're excused Thank you for bringing being up front

Larry Fresquez: Can I ask a question yes Is there any other councilors that might have a conflict

Mayor Jennings: well he just left

Larry Fresquez: besides that are sitting up here right now that might have some relationship with Mr. Garcia

Mayor Jennings: No I don't Anybody is anybody related to Mr. Garcia or I grew up in the neighborhood but I don't think that matter

Councilor Cavin: Mr. I have a question for counsel So if two more of us decided that we had a conflict here and

Hess Yntema: the decision would automatically stand

Councilor Halvorson: P&Z decision

Mayor Jennings: and I can't vote so it doesn't matter what I do can't vote on this one

Councilor Cavin; Well I would have to make a comment that just about everybody up here has had some dealings at some point in time with Mr. Fresquez and so there could be a conflict amongst all of us And I mean that's the problem with being in a quasi-judicial deal that either you can be that person to make that decision and not put anything else out in front of it because like I said I mean I could Carlos has Darryl has I mean so if we all decided to go ahead and say I got a conflict of interest then this is all over with

Hess Yntema: Yeah And I can only give you that you have to it's your unconsciousness the judge of it It's you know would you given your relationship with either party want to judge ruling on a case where you're against that party

Mayor Jennings: So that means that if you so if you decide to sit in judgments it means you have a conscience and if you decide not to you don't have the way it is

Hess Yntema: Yeah So it's think of yourself as a judge If you had a I mean the simplest way I put it is if you're in a lawsuit with Mr. Fresquez do you want the do you want the judge to have said what councilor Marrujo said and would you be like "Oh yeah totally keep that judge right?" And that's the standard

Councilor Halvorson: as he said I'm friends with both of us and that includes both I mean if I was a judge I would Yeah, I would

Hess Yntema: It's about the it's a matter of degree right yeah,

Councilor Heldenbrand: it's a matter of you looking whether you can judge facts or forget anything else right

Councilor Halvorson: because I can I can separate

Hess Yntema: Yeah So would a reasonable person think that the friendship is so strong that he can't do it that's what we have to do And I and I don't I can't make that choice for all of you typically business relationships though are an automatic no so if you have an existing one or you have a pending future one that's a big no And familiar relationships too

Councilor Cavin: And as I'm going to assume that Councilor Cortez has an actual business interest with one or either one of these which is a real conflict but it can't if we have a personal a personal thing for one or for the other that's an entirely different situation I mean that's just my opinion

Larry Fresquez: May I ask a question Mr. Yntema So you're saying if six of them don't vote in favor of Mr. Garcia's automatic approval

Hess Yntema: vote in favor of you

Mayor Jennings: Oh you have to have six votes

Larry Fresquez: I'd have to have six votes

Hess Yntema: Yes

Larry Fresquez: well it's real hard not to have a conflict of interest in a small town when you have right relationships with everybody you know I voted for Christina She's the only politician I've ever let put a sign in my yard Just kicked her out of the room Yeah So there you go There you go Let me count the times you turn me down Yeah I voted for Tim Jennings for 31 of the 32 times he's ran for office We've had that discussion And Juan and I have served on several committees together So had I known that I probably shouldn't be here

Larry Fresquez because Mr. Schertz doesn't know all these people I don't know Mr. Schertz at all

Hess Yntema: So again for in terms of Councilor Marrujo it's really you got to ask yourself would a reasonable person if you were judging a case with Mr. Fresquez and somebody else think you're going to be part of it And if you don't think so you have a duty to vote on it But if you do think so you have a duty to recuse yourself

Larry Fresquez: well with integrity if that's supposed to be integrity that means they should all vote in my favor because of the because of the zoning law It doesn't seem clear that you could vote for the greater good of the property owner and not the neighborhood The community is supposed to be what is best served for by planning and zoning the entire community

Hess Yntema: The legal standard applicable to zone changes specific community interests I guess you know if you if we all would have been fair

Councilor Cavin: Mr. Mayor and a question for you Larry with your reasoning Can you tell me why you had six members of planning and zoning vote for this since you were at that meeting and you argued it why did they vote against you in that in that meeting

Larry Fresquez; I not to offend anyone on the planning and zoning staff They've got a job to do and I don't understand all of their rules Meredith and I and Louis we've worked together for many years and worked through a lot of different issues But frankly I mean they make the recommendations like Louis said earlier they make the recommendations They don't say what has to happen They follow the rules presented to P&Z Commission The P&Z Commission has seldom in the last 40 years had a broad education on P&Z matters The Chavis County P&C Commission has actually had several of their commissioners over the years go on to workshops for that purpose So frankly I don't think to answer your question Will I don't think the P&C commissioners understand the rules because you're talking about going to R2 to basically I don't know what the zoning an RV park is a specific zoning right it's not commercial It's not industrial but it fits right up there with commercial and industrial It's a busy activity I don't think the P&Z commission understood all that and the impact it has on the neighborhood That's why I think they voted that way because infill is very vague in the comprehensive plan as to how you handle that I mean what is infill was it just because it was the area was developed and subdivided over 50 years ago so can I take a property in the north part of town and say this is infill so I'd want my zoning to be for an RV park next to $400,000 homes as opposed to $200,000 homes I mean where's the balance come in well

Councilor Cavin: I would say I drove that area today And I don't know if I want something going on there or for it to look like it looks like today because I can only imagine at any given point in time you got people who put tents up around there that police officers have to go get out of those areas because you have homeless

Larry Fresquez: I think Mr. Garcia's had to deal with that before with people living over there So I don't know

Councilor Cavin: So I in and the fact that they voted if you had 12 13 minutes I understand they opposed it You had people that showed up and they were opposed to it but yet it was still passed

So that is making sense to me with all the dealings I've had with ETZ as you're talking about and on this So right thank you for responding

Mayor Jennings: Why don't we hear from Mr. Garcia I mean if you want if you care to I mean I don't you know that's your choice you know whatever if you'd like to I mean I think this is a this is a really interesting thing about where this is because of the because of floods and stuff we've been through you know growing up there in that neighborhood that area could be very prone to flooding And growing up in the neighborhood and I mean I was I played in that lake across the street I've fished in there I've done everything I've walked up and down that Hondo for miles And but I'm when I sit there and you say are you is it better off to be an RV park or homes and my thing is an RV park they at least have a chance to get up and get in their truck when it starts raining and leaving Now if your home is there you don't have that chance And I'm not sure I have a great deal of concern about the new flood standards that FEMA is putting out about what's in the flood plain about how you can have to build that And maybe Mr. Najar might know more about that than me But if you have to build it up 3 ft you're not going to be able to put your house on there I mean without an awful lot of cost to build it up And so the RV park might I mean it only rains 12 inches a year here We just normally we don't get it all at once And so I'm just saying an RV park might be the only use for that land So I have mixed feelings about whether you're just saying growing up and knowing more and knowing everybody who lives over there whether to deny to put housing in there might be worse than putting an RV car because at least the RV park have a chance to get away if it rains And so that's I have mixed emotions on this and I just maybe I shouldn't say this but I think just growing up there I know what it's like And I've seen the foot of dirt that is right along Second Street all across in front of Dwayne Green's house It's a foot deep under that thing full of blow sand because it all blew across there because of that We had that one other time when I was here and it raised the we had one sand fill up in front of our house at 1208 Avenue in Del Sombre It filled up the yard 3 in and I cut the yard I had to push through all that stuff and wait for the grass to grow up So I do remember that kind of stuff happening and but I just don't know that they'll be able to put houses there So in some respects I think I can feel his way is the best opportunity for use of the property rather than leaving it there And I don't know but I don't know if Louis knows anything about the new law they passed but they don't want to be building in houses back in flood areas is my understanding Well it build it up a foot but you can't you can't pack that stuff very good I'll be quiet Mr. Garcia I'm sorry Just

Jason Garcia: Well Mr. Mayor and city council members I appreciate the opportunity to come up here My name is Jason Garcia I live at 4900 Thunderbird Road Roswell New Mexico And I do have my notes prepared to speak but I wanted to address a couple of things prior to me going through these bullet points I did not understand or recognize the contention that this little piece of land has been for the last 60 years And I've owned it for about five And I'll tell you that I've come under attack on numerous occasions by Mr. Larry Fresquez this last one being the most orchestrated effort that he's done And we have not seen Mr. Schertz And if you look at the county accessories page Mr. Schertz is buying up land all over Roswell and he's not done one thing with any of those vacant lots And so I just want you to keep that in consideration is that's not healthy for Roswell So there are rules and guidelines for all RV parks and one of those is to have a fence put around it and there's low lighting efforts that I have in place in my plan and it mitigates a lot if not almost everything that was in the 12 contentious letters and the five folks that got up to speak barring the bumper zone um my mitigation procedures addressed all of those concerns Some of

those were had to deal with drinking that's already going on apparently in the alleyways in their neighborhood I asked you to look at that that apartment complex that's a block away that's been vacant for probably 10 to 15 years that looks like a heroin den nobody's doing anything about that and I don't hear any complaining about that at the moment anyway I'm looking to beautify this area and do something with it And Mr. Mayor was absolutely correct in that the considerations of which there are many cost of building the flood zone the fact that I will have to build it up regardless of what goes in that property and then just the shortage of RV spaces that we have in Roswell So my assistant that's what I call him helped me go around Roswell to count RV spaces And if I let me back up I've been in contact with an RV architect that does this kind of thing to help lay out a very efficient plan for an RV park And so because it's only 3.3 acres our planning factor is give or take about 50 slips So it's not a huge RV park but even with the 50 slips when you go around Roswell and count the RV spots that are available and this is you know rough numbers this is a 20% increase in RV availability within Roswell And so when you're looking at Reno Air Race critical shortages of housing I think that that's a significant increase that it would be helpful for a lot of different tourism events that happen in Roswell that we're bringing to Roswell the UFO Festival Eastern New Mexico State Fair Reno Air Race obviously and things like that And so my plan is to have a very small clean short-term monitored RV park that has rules and it has on-site supervision And so I just wanted to kind of address that first I have been working with the small development office down at Eastern and that's kind of where I came up with this plan because originally I was going to do something else with that property but I've gone through many iterations of brainstorming looking at business plans looking at bed best use scenarios for a piece of property of that size in that location And I did come to the conclusion that an RV park would be a good use of that piece of property It does fit the infill which I hope that that's important and it fits into the master plan It will utilize existing utilities that are very close it increases the city's tax base It addresses the accommodation challenges that we're going to face real fast It was been it was platted in 1964 as we've already heard and nothing's been done with it does collect illegal dumping on a regular basis that I have to contend with It's often overgrown with weeds which is a very it's a challenge for me to keep that mowed down it attracts lots of reckless driving and stirs up dust almost on a daily basis it does not prohibit anyone from speeding up and down those alleyways at the moment And so I've got my mitigating factors that go to eliminate probably 99% of that stuff So I went out and I pulled some small RV park plats or just designs Not that that's what I'm going to do but that gives you an idea of kind of what it would look like for about 50 slots And like I say once I get an architect to help me draw it out map it out with the right spacing and all that kind of stuff that goes with it may come down 40 I mean I don't know at the moment but to give you an idea a small RV park looks kind of like that If you go to the next slide this is a very small one in Still Water Oklahoma It's a pretty cool layout very clean I don't see any partying going on And to your point there are ordinances We do have a police force I believe here in Roswell I don't believe any of the contentious people that came to talk have contacted the police in regards to their complaints of drug use excessive drinking loud noise speeding Not one of them has come to the city council meeting to complain about their neighborhood And none of them said that they had contacted the police but yet they were going to tell me that that I was going to bring that to their neighborhood So back to the point small clean RV spaces is what I envision so I will just end this with that I'm an NMMI graduate I'm a combat veteran and I'm a proud fourth generation Roswell resident And I'm asking you to strongly consider approving this because it's going to help Roswell and its economy Pending your questions

Mayor Jennings: Questions of Mr. Garcia

Councilor Cavin: Will you plan that will you plan this will it be someone an attendant there all the time or do you

Jason Garcia: My plan is to have an on-site attendant that lives on property And it is going to be full hookup So this this there should not be generator This is not a dry camp It's full hookup And so I don't I know there's a lot of buzz about RV parks going in around Roswell and there are probably some people doing some planning Most of those if you ask them are dry camps with little to no improvement of the service So what is that just open your pasture for some for some campers no mitigation on trash noise all that stuff In my case you plug in there should be no generators If that becomes an issue as an owner I can levy a no generator policy but my intention is not to disrupt the neighborhood And we've already heard that there's at least 60 plus feet all the way around and there's a fence and so on and so forth

Mayor Jennings: Do you have sewer hookups as well

Jason Garcia: yes Sewer Yes that's the intent Water sewer electricity

Mayor Jennings: Any further questions

Councilor Halvorson: we have a question to vote So when we vote on this a yes vote means we vote for the appeal and a no vote means we are against the appeal

Hess Yntema: Correct So what if a vote yes is to overturn and P&Z

Mayor Jennings: voted 5-1 or 6-0 in favor yes So is there any further discussion

Councilor Heldenbrand: Mr. Najar I don't see any testimony from you in my packet

Louis Najar: No there was no written testimony on this one I did give testimony at the hearing P&Z commission as I explained to the commission the concern that they had with people crossing across the empty fields speeding noise all that kind of stuff All that is covered under RVP ordinance I did explain to them as it's been explained to you there is a noise ordinance So this is in the city limits there is supposed to be a solid fence at the back side of this property and there's a 20 or 25 ft alley between them and the and the residents the R2 homes or R2 zoning And then the other thing that came up was it was talked about the traffic on Sunset I said with or without this RV park traffic on Sunset's a problem And that was the gist of my testimony to PNZ commissioner

Councilor Heldenbrand: So you're saying that the traffic is no this will not impact traffic at all on Sunset

Louis Najar: It will impact traffic a little bit but Mr. Garcia's already conceded when we start developing it that he's willing to put in a turn lane to help with the turning of the

Councilor Heldenbrand: So you would make a condition of that

Jason Garcia: yes got a gear council If you can go back to the map of the property actually Yeah there So there's that little dog leg to the left I would allocate part of that as a waiting period so they could watch for traffic in both directions so then they're not just pulling directly out into traffic They're in they're in a preparatory mode to make that move dealing with 40 foot vehicles Runner

Councilor Heldenbrand: So as long as that's a condition you would be willing to accept Yes Or have accepted

Louis Najar: Yeah That was part of the recorded session at P&Z

Mayor Jennings: Any further questions Now if we can get this just so everybody gets it A vote of yes overturns the planning and zone decision to allow the RV park A vote of no allows the RV park to stay that agrees with everybody If the clerk would call the role now it takes six votes to overturn So that I mean there's only seven of or seven of them All right No eight four So it takes seven Oh no Maru's out So it's seven And so it takes Marrujo s out So we excused him So it takes there's seven people voting It takes six yes votes to overturn or to overturn the RV park and leave it the way it is

IN FAVOR: Jason Garcia
OPPOSED: Larry Fresquez

ROLL CALL VOTE:

Councilor Cortez	*recuse*
Councilor Johnson	*no*
Councilor Oropesa	*no*
Councilor Moore	*yes*
Councilor Heldenbrand	*no*
Councilor Halvorson	*no*
Councilor Arnold	*no*
Councilor Cavin	*no*
Councilor Marrujo	*recuse*

Motion passed: 6-1 Councilor Corn being absent and Councilor and Cortez and Marrujo recusal.

NEW BUSINESS / REGULAR ITEMS

25. Consider recommending approval of a 5-year contract in the total amount of $496,350.00 with Paladin Drones. LT. Fry presented the item.

MOTION: Councilor Halvorson made a motion to recommend approval of a 5-year contract in the total amount of $496,350.00 with Paladin Drones.

Councilor Heldenbrand wanted to make it clear that the abstract says that the payments will be due and made each year and be paid from the public safety and the public safety tax. That is not how

it was talked about at the Finance Committee that it was to be a line item in their budget and not to be allocated specifically out of the public safety tax.

Councilor Cavin was the second.

VOTE: A voice vote was unanimous with Councilor Corn being absent.

26. Approval of Mayor Jennings' recommendations of appointments to the Cemetery Board as follows: Position 1 - Heidi Huckabe1st Term (April 11, 2025 - March 31, 2027) *Moved to the Consent Agenda at the approval of the agenda.*

CITY MANAGER REPORTS/ANNOUNCEMENTS
(Information Only)

We received an insurance payment AerSale building, allowing us to start demolition. Our municipal league helped with this. IT moved into building 92 at the airport, leaving the cramped space at the aquatic center, thanks to Parks and Recreation and Bobbi Thompson's team for facilitating and repairing their new offices.

The FAA approved pylons on the airfield, thanks to Xcel Energy for their help in installation. In the next two weeks, Andrew Valadez and his team, along with Frank Rincon and his crew, will be working on water, roads, and parking for the RV sites at the airport, which will generate significant revenue for the city. Bobbi Thompson is issuing a PO to J&G Electric to begin electrical work.

The visitors center reopens next Tuesday, Facility Maintenance has done a fantastic job updating it. Thanks to Councilor Cortez for assisting with GIS mapping of water meters and fire hydrants.

I appreciate the collaboration that helped pass Bill 383, expected to provide around $75 million for FEMA initiatives to rebuild the civic center and museum. Thanks to the staff for their hard work on this.

Finally, I'd like to commend the mayor for his efforts in Santa Fe, which have significantly benefited our community.

27. Administratively Executed Leases March / April 2025

ADJOURNMENT

Meeting adjourned at 9:49 p.m.

Approved on this 8th day of May 2025.

(City Seal)

_____
Timothy Z. Jennings, Mayor

_____
Amalia Martinez, City Clerk

Non-Action Items (Information Items) 22.

Regular City Council Meeting
Meeting Date: 05/08/2025
COMMITTEE:
CHAIR:
CONTACT: Hessel Yntema

Summary:
Roswell Police Department Out-of-state Travel - May 2025 (Chief Bateman)

Attachments

RPD - Out-of-state Travel - May 2025

MEMORANDUM

To: City Council Members
From: Deputy Chief Alberto Aldana
Date: April 28th, 2025
Subject: Notification of Out-of-State Training for Department Personnel

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Dear Council Members,

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

1. **Patrick Silvas and Danny Flott**
   - **Rank/Position:** K9 Officers
   - **Training Program:** Strategic Working Dog
   - **Location:** Honey Grove, Texas
   - **Dates:** April 9th,2025 – April 11th, 2025
   - **Purpose/Objective:** Selecting a new K9 Dog
2. **Cammie Aguirre and Angela Sharpe**
   - **Rank/Position:** Crime Scene Technicians
   - **Training Program:** Cellebrite CCPA Inseyets and CCO Inseyets Training and Certification
   - **Location:** Wilmington, North Carolina
   - **Dates:** May 28th ,202 – June 3rd, 2025
   - **Purpose/Objective:** To become certified on the new software that they will be using.
3. **Patrick Silvas and Danny Flott**
   - **Rank/Position:** K9 Officers
   - **Training Program:** K9 Hits Conference
   - **Location:** Dallas, Texas
   - **Dates:** August 25th, 2025 – August 28th, 2025
   - **Purpose/Objective:** Annual training conference for K9 officers
4. **Michael Fry**
   - **Rank/Position:** Lieutenant
   - **Training Program:** FBI Leeda
   - **Location:** Prescott, Arizona
   - **Dates:** November 10th, 2025 – November 14th, 2025
   - **Purpose/Objective:** Required class to finish the executive trilogy

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Roswell Police Department

CHIEF LANCE BATEMAN

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

Sincerely,

Deputy Chief Alberto Aldana

Regular City Council Meeting 23.
Meeting Date: 05/08/2025
COMMITTEE: Planning & Zoning
CONTACT: Merideth Hildreth **CHAIR:** Juliana Halvorson

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

BACKGROUND:
Roswell Property Management Group F2 LLC is the owner of the two lots zoned C-2 and I-1 immediately north of 9th Street between N. Virginia and N. Main, and the property south of 9th Street is zoned C-2 between N Main Street and the Alley. Roswell Ford occupies these three lots. RLJ Investments, LLC owns the 2 lots zoned I-1 between E 9th Street and E 8th Street and between the alley and N Virginia Avenue. The application for Zoning Case VAC-25-0007, signed by Thomas Krumland and Richard Rhoads, requests the City consider vacating the public right-of-way on that portion of 9th Street between N Main Street and N Virginia Avenue and vacating the adjacent north and south alley rights-of-way as part of a plan to potentially adjust lot lines to create a one-way service lane for Roswell Ford on 9th Street and secure alley access to the properties. Scott Hicks of Smith Engineering Company is the agent listed on the application. Exhibits are included in the meeting packet.

FINANCIAL CONSIDERATION
Not applicable to this agenda item.

LEGAL REVIEW:
Not applicable to this agenda item.

BOARD AND COMMITTEE ACTION:
At their meeting on April 1, 2025, the Planning & Zoning Commission voted 5-1 to recommend approval to City Council. During the P&Z Public Hearing, Ordinance 24-03: Amending Chapter 2 (of the Municipal Code) Article VII. - Real Property Transactions Sec. - 2-201 - No Existing Municipal Purpose (a) and (b) and Sec. 2-202- Appraisal was handed out as Exhibit K. At the April 8th City Council meeting, the item was tabled until the May 8th City Council meeting.

STAFF RECOMMENDATION:
Proceed as Presented.

Attachments

EXHIBITS A-K VAC-25-0007
4.1.25 Najar letter P&Z 9th
Ordinance 24-03 Real Property Transaction
9th St. ROW - Roswell Appraisal Report
E. 9th St. Right-of-Way Vacate Request Site Traffic Analysis

CITY OF ROSWELL
VACATION REPLAT

PO Box 1838 · Roswell, NM 88202-1838
Phone: (575) 637-6280 · ROSWELL-NM.GOV

Property Owner's Name: Roswell Property Management Group F2 **Email:** tgross@kagnm.com

Phone: 575-910-7670 **Address:** 2211 W. 2nd St., Roswell, NM 88201

Agent's Name: Smith Engineering Co. **Email:** scotth@smithengineering.pro

Phone: 575-626-5042 **Address:** 401 N. Pennsylvania Ave.

Physical Address: 821 N. Main St. (Roswell Ford)

Legal Description of Proposed Zone Change Area (Lot/Block/Subdivision, Tract, Section-Township/Range):
Lots 8-11 and Lots 3-7 Block 7, Lots 8-14 and Lots 1-7 Block 2 North Spring River Addition, S33 T10 R34

Reason for the Request: (Please attach extra sheet if necessary) Vacate 9th St. 60' ROW from N. Main St. to N. Virginia Ave. and convert 25' adjacent alleys to 25' Public Utility and Reciprocal Access Easement for infill development.

Original Subdivision Name: North Spring River Addition

of Lots: 23 **Blocks:** 2 **Subdivision filed date:** 1891

Proposed Vacation Replat Name: 9th St. Right of Way Vacate Replat - Pending

of Lots: 23 **Blocks:** 2 **Area of Proposed Vacation Replat:** **Acres:** 0.57 **Sq. Ft:** 25,200

By signing this document, I acknowledge that I have been informed of the dates, times, and locations of the meetings for the Planning and Zoning Commission and City Council and that I and/or my agent shall attend the meetings in order to fulfill the requirements of this application.

X _____ Property Owner Signature Thomas Krumland — Date 2. 5. 2025

_____ Agent's Signature Toby Gross — Date 2-5-2025

Scott Hicks - Smith Engineering
Agent's Signature

Rick Rhoads - RLJ Investments, LLC Date 2-5-2025
Adjacent Property Owner

FOR OFFICIAL USE ONLY

P & Z Case #: _____ **Date:** _____ **Located in Historic District:** ☐ Yes ☐ No

Flood Zone: _____ **Current Zoning District:** _____ **Current Use:** _____

Required Yard Setbacks: Front Ft: _____ Side Ft: _____ Rear Ft: _____ Side Ft: _____

Comprehensive Master Plan General Development Plan: ☐ Residential ☐ Commercial ☐ Industrial ☐ Park & Open Space ☐ RS Overflight

Quadrant of the city: ☐ NW ☐ NE ☐ SW ☐ SE

All documentation and fees shall be required at the time this application is submitted, unless otherwise noted by Planning and Zoning staff. **Application fees are NON-REFUNDABLE.**

Revised 11/4/24

EXHIBIT B

STAFF SUMMARY FOR CASE: VAC-25-0007
REQUEST TO VACATE EAST 9th STREET ROW AND NORTH & SOUTH ALLEYS ROW IN THE 800 & 900 BLOCKS BETWEEN N MAIN STREET & N VIRGINIA AVENUE

ROSWELL
Community Development

Roswell Planning & Zoning Commission

Tuesday, April 1, 2025
Roswell Development Services Conference Room
500 North Main Street, Suite 100 (SunWest Centre)
Roswell, NM 88201

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

I. <u>Properties Under Consideration:</u>

LOCATIONS, ADDRESSES, & LEGAL SUMMARIES OF PROPERTIES ADJACENT TO ROWs: East 9th Street ROW & Alleys north & south of East 9th Street in the 800 & 900 Blocks of N Main Street & N Virginia Avenue adjacent to the following properties:
801, 803, 821, 823 N Main Street --Subd: NORTH SPRING RIVER Block: 2 Lot: 8 THRU: Lot: 14 , , , , , , Quarter: NW S: 33 T: 10S R: 24E BOUNDARY SURVEY (S11-42) BK: 799 PG: 958 SWD;
911 N Main Street & 105 E 9th Street-- Subd: NORTH SPRING RIVER Block: 7 Lot: 8 THRU:- Lot: 11 AND:- Lot: N 20' OF VACATED East 9th ST , , , , S: 33 T: 10S R: 24E BOUNDARY SURVEY (S11-42) BK: 799 PG: 958 SWD;
800 N Virginia Avenue -- Subd: NORTH SPRING RIVER Block: 2 Lot: 6 AND:- Lot: 7 , Quarter: SW S: 33 T: 10S R: 24E BK 732 PG 1064 WD;
110 E 9th Street - Subd: NORTH SPRING RIVER Block: 2 Lot: 1 THRU:- Lot: 5 , , , , Quarter: NW S: 33 T: 10S R: 24E BK 732 PG 1064 WD; and
900, 904, 906, 908 N Virginia Avenue -- Subd: NORTH SPRING RIVER Block: 7 Lot: 3 THRU:- Lot: 7 , , , , Quarter: NW S: 33 T: 10S R: 24E BOUNDARY SURVEY (S11-42) BK: 799 PG: 958 SWD.

Property Owners: Property Management Group F2 LLC;
RLJ Investments, LLC

Applicant/Agent: Smith Engineering Co.

EXHIBIT B

STAFF SUMMARY FOR CASE: VAC-25-0007
REQUEST TO VACATE EAST 9th STREET ROW AND NORTH & SOUTH ALLEYS ROW IN THE 800 & 900 BLOCKS BETWEEN N MAIN STREET & N VIRGINIA AVENUE

II. Site Data:

Site Area: **Per the Vacation Plat - East 9th Street ROW from Main Street to Virginia in 2 segments:**
Approximately 210.48'+210.49'= 420.97' length X 60' width = 25,258.2 square feet or 0.58 acres.
Alley ROW from 8th Street to south of 10th Street:
99.99' + 290.13' + 290.84' = 680.96' length X 25' width =
680.96 square feet or 0.015 acres
For an approximate total of 25,939.16 square feet or 0.595 acres.

UPC(s):
4136061027257000000 801, 803, 821, 823 N Main Street
4136061027223000000 911 N Main Street & 105 E 9th Street
4136061049270000000 800 N Virginia Avenue
4136061049252000000 110 E 9th Street
4136061049220000000 900, 904, 906, 908 N Virginia Avenue

Existing Land Use: Roswell Ford (Sales and Service) and Rhoads Co Building and Truck Yard

Proposed Land Use: Infill Development by consolidating lots per the Vacation Plat.

Existing Zoning: Properties along N Main Street C-2 Community Commercial
Properties along N Virginia Avenue I-1 Light Industrial

Table 1: Adjacent Existing Land Use and Zoning to the area under consideration

Direction:	Land Use:	Zoning:
North On 10th St	Gas Station Shop, Professional Office	C-2 I-1
South On 8th St	Restaurant Hotel	C-2 I-1
West side of N Main St	2 Restaurants & Dental Office in the 800 Block Roswell Convention Center & Museum in the 900 Block	C-2
East side of N Virginia Ave	Vacant Lot, Supply Company Fueling Station & Propane Company & Vacant Lot	I-1

EXHIBIT B

STAFF SUMMARY FOR CASE: VAC-25-0007
REQUEST TO VACATE EAST 9th STREET ROW AND NORTH & SOUTH ALLEYS ROW IN THE 800 & 900 BLOCKS BETWEEN N MAIN STREET & N VIRGINIA AVENUE

Zoning Map for VAC-25-0007
On Chaves County Assessor Map



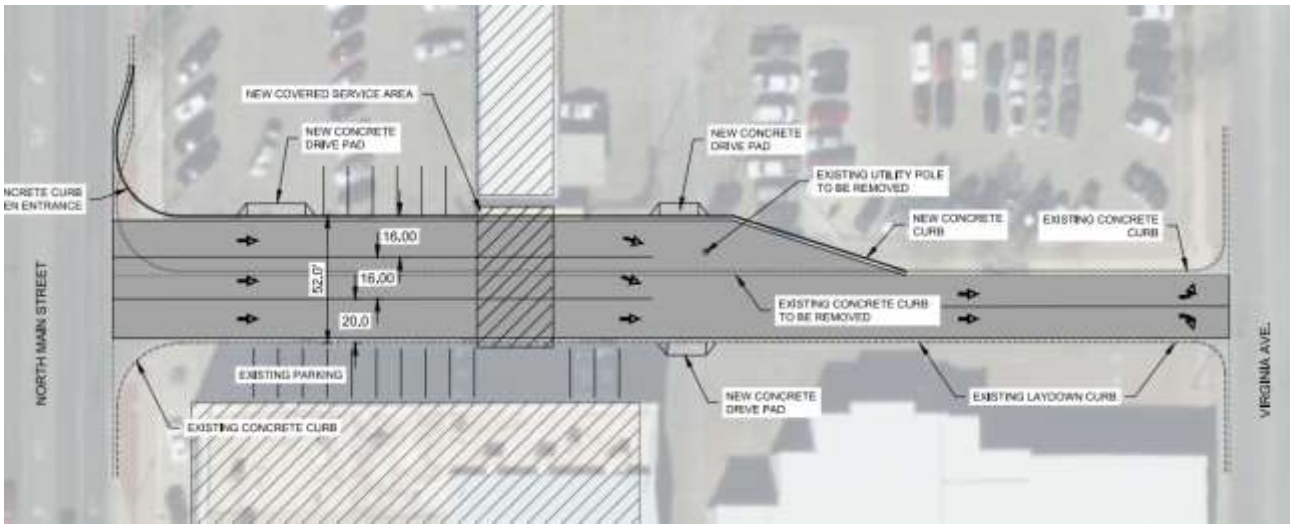
EXHIBIT B

STAFF SUMMARY FOR CASE: VAC-25-0007
REQUEST TO VACATE EAST 9th STREET ROW AND NORTH & SOUTH ALLEYS ROW IN THE 800 & 900 BLOCKS BETWEEN N MAIN STREET & N VIRGINIA AVENUE

III. Intent of Petition:

1. The applicant for Zoning Case VAC-25-007 is requesting approval of a Vacation of East 9th Street 60' wide Public Right-of-Way (ROW) from N Main Street to N Virginia Avenue; and vacation of adjacent north & south alleys from 8th Street to south of 10th Street from Public Rights-of-Way and conversion of alleys to 25' Public Utility and Reciprocal Access Easements for Infill Development in the C-2 Community Commercial & I-1 Light Industrial Zoning Districts.

2. If the E 9th Street Vacation is granted, Roswell Ford plans to build a covered Service Lane in the excerpt below. (See the full concept in **Exhibit G**.)



IV. Planning & Zoning Commission Considerations from Staff Review:

1. The properties adjacent to the proposed public rights-of-way under consideration for vacation are zoned C-2 Community Commercial and I-1 Light Industrial and are in Commercial and Light Industrial Corridors along N Main Street and N Virginia Avenue.

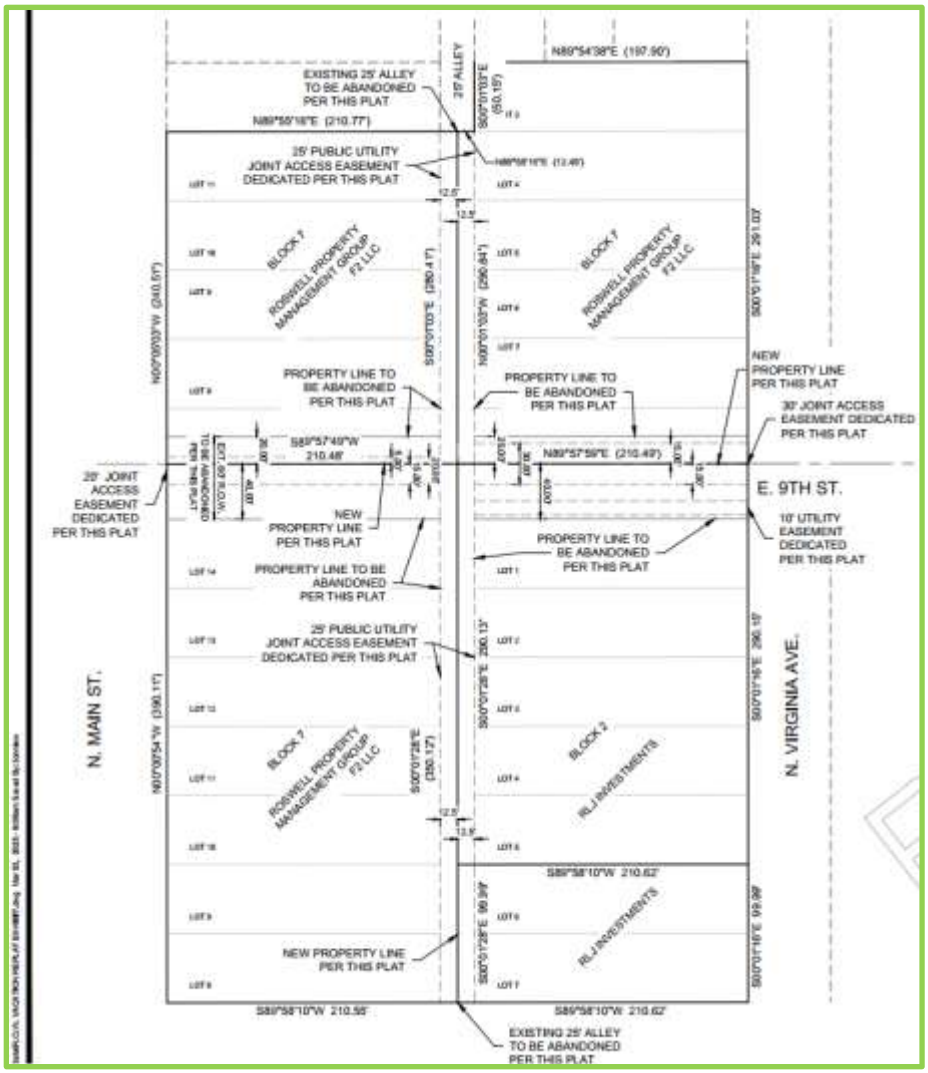
2. The City Engineer and City Senior Engineer reviewed the proposal with Scott Hicks, P.E., Team Leader / Vice President of Smith Engineering Co., and Toby Gross, TNT Construction Management representing Roswell Ford. City Engineering Staff are not opposed to the proposed vacations.

EXHIBIT B

STAFF SUMMARY FOR CASE: VAC-25-0007
REQUEST TO VACATE EAST 9th STREET ROW AND NORTH & SOUTH ALLEYS ROW IN THE 800 & 900 BLOCKS BETWEEN N MAIN STREET & N VIRGINIA AVENUE

3. An excerpt from the Preliminary **EAST 9th ST. R.O.W. VACATION REPLAT BY SMITH ENGINEERING CO.,** is provided below and in its entirety in **Exhibit F.**

4. The Vacation Replat shows the following: Vacate East 9th Street ROW and adjacent south Alley ROW and portion of adjacent north Alley ROW to consolidate properties on the north and south sides of East 9th Street between Main Street and Virginia Avenue for infill development; to abandon property lines and create new property lines; and dedicate joint access easement(s), joint public utility and access easement(s), and utility easement(s) by the replat.

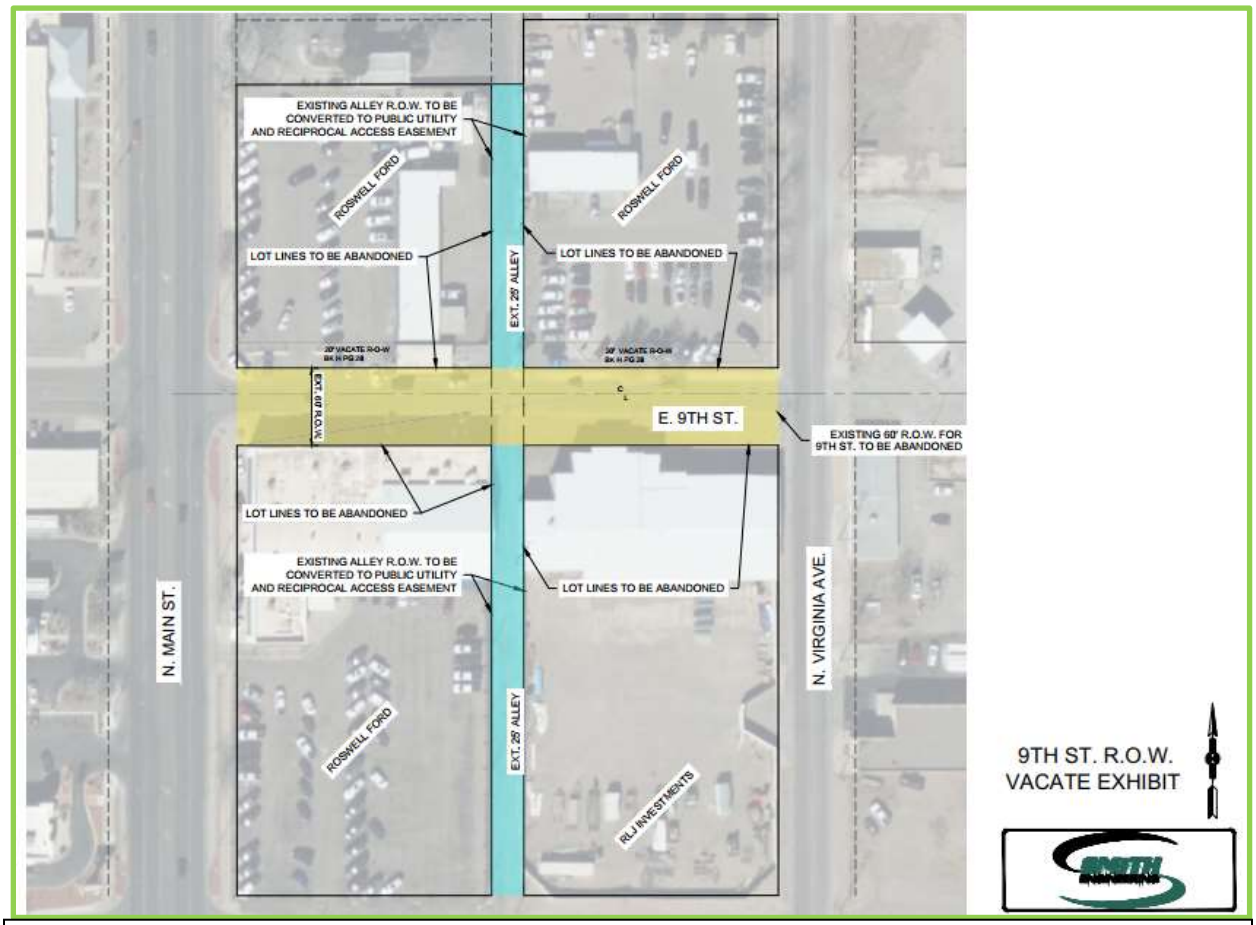


EXCERPT OF PRELIMINARY EAST 9th ST. R.O.W. VACATION REPLAT BY SMITH ENGINEERING CO. (See Exhibit F)

EXHIBIT B

STAFF SUMMARY FOR CASE: VAC-25-0007
REQUEST TO VACATE EAST 9th STREET ROW AND NORTH & SOUTH ALLEYS ROW IN THE 800 & 900 BLOCKS BETWEEN N MAIN STREET & N VIRGINIA AVENUE

5. The following map provided by Smith Engineering Co., is an exhibit that accompanies the Replat to visually show the E 9th Street and Alleys under consideration for vacation. (See **Exhibit F**.)



Map of East 9th Street 60' wide Public R.O.W. Vacation Area (yellow) & vacation of 25' wide Public Alley R.O.W. (blue) with conversion to utility and access easements by Smith Engineering Co. (See Exhibit F)

6. As part of the application, Smith Engineering Co., provided email correspondence provided in **Exhibit H** with the following staff at utility companies who provided conditional approvals for the proposed East 9th Street and Alley ROW vacations:
   - LUMEN (Kim Snipes, Network Implementation Engineer II)
   - New Mexico Gas Company (Jeff Estvanko, Right-of-Way Agent)
   - Excel Energy (Antonio Salvarrey, Engineer, Distribution Design)
   - Sparklight (Clint Raby, Field Operations Manager).

EXHIBIT B

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7. City Engineer list of requirements for the proposed infill development:
   - Fire Hydrant relocations will be at developer's cost.
   - Street light relocations will be at developer's cost.
   - Stop & street signs/posts to be removed neatly and turned over to City Street Department.
   - Any red brick removal will be removed neatly and bricks stockpiled at Street Department for future repair inventory for Main Street brick paving repairs.
   - Drainage shall maintain existing patterns, generally towards Virginia Avenue and Main Street.
   - Fencing off of alleys (assumed) - cost of Dead-End Signs and MUTCD barricading to be developer's cost.
   - As per Abraham Chaparro, Director of City of Roswell Solid Waste, access for solid waste is to be incorporated into future plans to accommodate Solid Waste's requirements to service the properties.

8. Abraham Chaparro, Solid Waste Director has reviewed the proposed vacations and provided the following response via email to Scott Hicks, PE with Smith Engineering Company (**See Appendix H**).
   "Scott,
   We are in conditional agreement the closure. We will need and enclosure built for the Ford House containers off of 8th street or Virginia. When ready please send us preliminary plans for review. We have no conflict for Shell."

9. City of Roswell Fire Marshal Jared Olive has reviewed this proposal and provided the following response via email (**See Appendix J**).
   "Just to confirm what Scott said and keep track of our discussion; we noted the need for signage through the open 20ft service lane indicating that it would be used as a Fire Lane, the height of the canopy would be large enough to facilitate the largest arial apparatus we may have, and the alley gates will have knoxbox access at each point."

10. As classified on the 2016 Functional Street Classification Plan
    - 9th Street is a Local Street,
    - Main Street is a Principal Arterial, and
    - Virginia Avenue is a Minor Arterial.

EXHIBIT B

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11. The area under consideration is in the revised Railroad District MRA Area adopted by City Council Resolution 20-23 on April 9, 2020. (**See Exhibit I**.)

12. Historically, common land development practice in Roswell includes dedication via plats of public rights-of-way by developers to the City to correct past surveying errors, to increase street or alley widths, to provide street or alley rights-of-way, or to provide uniform property lines. Conversely, the City has vacated underutilized or excess public right-of-way platted as streets, alleys, or various types of easements to adjacent neighboring property owners through the vacation process outlined in the City of Roswell Subdivision Code.

13. There are several properties in the downtown area and adjacent to the downtown that have gone through an alley or street ROW vacation process including the alley vacation for the property at 700 N Richardson Avenue where Home Suites 2 by Hilton was built (Zoning Case 10-009 VAC).

14. The 2016 *Comprehensive Master Plan Preferred Land Use Scenario Map* shows the area under consideration in a commercial area along N Main Street and an industrial corridor along Virginia Avenue and adjacent to a conceptual Metropolitan Redevelopment Area (MRA).



Future Land Use Scenario Map in 2016 Comprehensive Master Plan

EXHIBIT B

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15. The alley ROW and properties north of 9th Street as well as the area of 9th Street at the intersection with Main Street are in the FEMA designated AH Flood Zone. The 500-year flood that occurred on October 19, 2024, damaged East 9th Street and the contiguous Roswell Ford Properties.



EXHIBIT B

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16. The following **Staff Photos** show East 9th Street and the alleys under consideration and adjacent properties.



Looking East from Main Street at E 9th Street and Roswell Ford properties on the north and south of E 9th Street.



Looking East from Main Street at E 9th Street and southeast at Roswell Ford fronting N Main Street.



Looking East from Main Street at E 9th Street and northeast along N Main Street.

EXHIBIT B

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Looking West from N Virginia Avenue at E 9th Street and adjacent Rhoads Company on the south side of E 9th Street and Roswell Ford properties on the north and south.



Looking North from 9th Street at Alley and Roswell Ford property between alley and Virginia Ave.

EXHIBIT B

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Looking South from 9th Street at Alley located between Rhoads Company and Roswell Ford buildings.



Looking North from 8th Street at Alley located between Rhoads Company on the east and Roswell Ford on the west.

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V. Legal Standards

NMSA

Section 67-2-6 - Abandonment, vacation and reverter of public roads, streets and highways.

Property or property rights acquired by purchase or condemnation by the state or any commission, department, bureau, agency or political subdivision of the state for public road, street or highway purposes shall not revert until such property or property rights are vacated or abandoned by formal written declaration of vacation or abandonment which has been duly declared by the state or any commission, department, institution, bureau, agency or political subdivision of the state in whom the property or property right has vested. The right to abandon and vacate shall exist regardless of whether the public road, street or highway was created by the legislature or otherwise.

Section 67-2-7

Any owner of lands abutting any highway, street or road, his heirs or assigns may petition the state or any commission, department, bureau, agency or political subdivision thereof, who believes a section of any public road, street or **highway is not [no] longer needed for public purposes,** [and] may petition the state or any commission, department, bureau, agency or political subdivision thereof for a formal determination of abandonment or vacation.

Moreover, it is undisputed that the Highway Department did not obtain Board of Finance approval for the abandonment of the Road. Therefore, we hold that the lack of Board of Finance approval invalidated the attempted abandonment of the Road State of N.M. ex rel. Madrid v. UU Bar Ranch Ltd. P'ship, 2005-NMCA-079, ¶ 19, 137 N.M. 719, 724, 114 P.3d 399, 404

For the reasons that follow, we conclude that the statutes can be harmonized with each other, and that the general/specific rule of statutory construction does not aid Defendant. Section 67–2–6 provides that:
Property or property rights acquired by purchase or condemnation by the state or any commission, department, bureau, agency or political subdivision of the state for public road, street or highway purposes shall not revert until such property or

property rights are vacated or abandoned by formal written declaration of vacation or abandonment which has been duly declared by the state or any commission, department, institution, bureau, agency or political subdivision of the state in whom the property or property right has vested. The right to abandon and vacate shall exist regardless of whether the public road, street or highway was created by the legislature or otherwise.

{21} While it is true that Section 67–2–6 does specifically address the abandonment and vacation of public roads, the statute simply requires a "duly declared" written abandonment. The statute is silent regarding what constitutes a "duly declared" abandonment. In fact, it is not entirely clear whether the procedure for abandonment contained in Section 67–2–6 is applicable in this case since the Road was not acquired through purchase or condemnation. In short, although Section 67–2–6 does give the State the right to abandon or vacate a public road, the statute is less than clear on the procedure to be used.

State of N.M. ex rel. Madrid v. UU Bar Ranch Ltd. P'ship, 2005-NMCA-079, ¶¶ 20-21, 137 N.M. 719, 724, 114 P.3d 399, 404

{24} Defendant also contends that Section 13–6–2 is inapplicable because the abandonment of a public road is not a "disposition" within the meaning of the statute. Defendant suggests that a "disposition" is only the "act of transferring something to another's care or possession." BLACK'S LAW DICTIONARY 484 (7th ed.1999). Under that definition, Defendant maintains that an abandonment does not constitute a disposition because the government's interest in the Road is simply extinguished and nothing is transferred. We disagree with this view of Section 13–6–2 for two reasons. First, we believe that a "disposition" does encompass an abandonment under a plain reading of the statute. *See* WEBSTER'S THIRD NEW INTERNATIONAL DICTIONARY 654 (3rd ed.1971) (defining "disposition" to include relinquishing or ridding oneself of control). Disposition is equated with surrender or abandonment elsewhere in the law. *See Reeves v. Jenkins,* 439 P.2d 941, 945 (Okla.1968) (stating that "[a] bankruptcy receiver ordinarily has no power to surrender, abandon, or make some other disposition of property"); *see also Regents of the Univ. of N.M. v. N.M. Fed'n of Teachers,* 1998–NMSC–020, ¶ 27, 125 N.M. 401, 962 P.2d 1236 (recognizing that the plain language of a statute is the primary indicator of legislative intent). Second, Defendant cannot simply ignore the fact that if the Road were truly abandoned, title to the Road would revert to another, which

we assume, without deciding, would be Defendant as the abutting landowner. Thus, even under Defendant's restrictive interpretation of the term “disposition,” an abandonment would have the effect of transferring possession of the Road to another. Accordingly, we reject Defendant's contention that Section 13–6–2 is inapplicable to abandonments.

Vacation can be effected only by a substantial observance of all mandatory legal requirements
§ 30:186. Proceedings to vacate—In general, 11 McQuillin Mun. Corp. § 30:186 (3d ed.)

As previously noted the power to vacate streets is often vested exclusively in the common council, or the governing legislative body, and in such case the courts cannot entertain an original proceeding for that purpose,16 since the vacation of streets is regarded as a legislative rather than a judicial function.
§ 30:186. Proceedings to vacate—In general, 11 McQuillin Mun. Corp. § 30:186 (3d ed.)

VI. Findings of Fact (Conclusions of Law):

1. A notice of the time and place of the public hearing for this case was published in the Roswell Daily Record at least fifteen (15) days prior to the date of this hearing.

2. Notifications of the public hearing were mailed via certified mail with return receipt requested to property owners of record, as shown by the Chaves County Assessor Map, with lots or land within one-hundred (100) feet of the area under consideration, excluding public rights-of-way.

3. This agenda, which includes this case, has been posted at City Hall and on the City of Roswell’s website for over seventy-two (72) hours as required by State of New Mexico law for a public hearing.

4. The property under consideration is currently within the jurisdiction of the City of Roswell, New Mexico.

5. Roswell Planning & Zoning Commission has jurisdiction to review this application and forward a recommendation to City Council.

6. City Council has jurisdiction to review this application and render a final decision.

EXHIBIT B

STAFF SUMMARY FOR CASE: VAC-25-0007
REQUEST TO VACATE EAST 9th STREET ROW AND NORTH & SOUTH ALLEYS ROW IN THE 800 & 900 BLOCKS BETWEEN N MAIN STREET & N VIRGINIA AVENUE

7. As of the time of this writing, the Planning & Zoning Office has received zero (0) written protests, zero (0) verbal protests, and one (1) inquiry.

8. Roswell Subdivision Code Ordinance 0-15-10 Adopted August 6, 2015 Article 2. General Provisions Sec. 4. - Vacation of plats.

   A. *General.* The vacation of any tract, parcel or lot located in a subdivision or part thereof, or the vacation of any street, alley, or other public use may be initiated by the owner or owners of said tract, parcel or lot, or by the owner or owners immediately adjacent to said street, alley or other public grounds. The request for any such vacation shall be submitted in the like manner as that for applications for minor subdivisions.

   B. *Procedure.* The application shall include a plat declaring what is to be vacated. Such a plat shall be processed and considered in the like manner as that of plats for minor subdivisions and shall operate to nullify the force and effect of the recording of the original plat being vacated, and to divest all public rights in the streets, alleys, or public grounds, and all dedications described in the original plat returning properties to adjoining property owners per state statute. All costs associated with the filing of the vacation plat shall be borne by the applicant.

9. Roswell Subdivision Code Ordinance Article 4. – SUBDIVISION APPLICATION PROCEDURE AND APPROVAL Sec. 3. - Approval process.

   A. *Minor subdivision.*
      1. *Pre-application sketch.* The applicant shall follow the provisions and procedures as set forth in section 1.C. of this article after attending a pre-application conference.
      2. *Final plat.* Following review of the pre-applications sketch, the applicant shall file an application for final plat approval of the proposed subdivision. The application shall:

      a. Be submitted on a form available at the zoning department together with the required fee;
      b. Include all land which the applicant proposes to subdivide and all land immediately adjacent for a distance of 100 feet, excluding the distance devoted to existing rights-of-way, together with the names, legal descriptions, and mailing addresses of all adjacent property owners within 100 feet of the outside boundaries of the plat, excluding the

distance devoted to existing rights-of-way, as shown in the county assessor's office;

c. Be accompanied by the number of copies as indicated on the application form of the final plat, as described in article 6 of this ordinance, and shall comply in all respects with the approved pre-application sketch;

d. Be presented to the zoning department in advance of the time and date established as the deadline for the regular meeting of the planning and zoning commission.

3. *Notification of property owners.* The city shall notify, by certified mail - return receipt requested, the owners of all property within 100 feet of the proposed plat, excluding the distance devoted to existing rights-of-way, the intent to subdivide the subject property. The notice shall state the date, time, and place of the public hearing that the proposed subdivision is to be considered.

4. *Advertisement of public hearing.* The city shall place an advertisement of the date, time, and place of the public hearing to be held before the planning and zoning commission on the proposed subdivision at least 15 days prior to the date of the hearing in a newspaper with general circulation in the jurisdiction of the planning and zoning commission and the city council. The location of the proposed subdivision and other pertinent information shall be included.

5. *Planning and zoning commission review.* Final submission of a plat under the terms of this subdivision ordinance shall be deemed to occur on the first date that the planning and zoning commission is scheduled to hold a public hearing on the application for approval of the final plat. The planning and zoning commission shall review all materials required to be submitted, consider the comments of the public received at the public hearing or submitted in writing, as well as the comments of city staff and other governmental agencies. The planning and zoning commission shall then make a recommendation to the city council to approve the application, disapprove the application, or approve the application subject to certain conditions. The planning and zoning commission shall set forth the reasons for its recommendation in writing.

The applicant may agree to an extension of time for the planning and zoning commission to hold the required public hearing, or to review and make its recommendation to the city council, in which case the time within which the city council is required to act on the final plat is extended.

If the planning and zoning commission fails to act on a recommendation on the date of the first scheduled public hearing, other than by reason of a lack of a quorum or other causes beyond the control of said commission or the city, or unless an extension is agreed to by the applicant, then the application shall be deemed recommended for approval, which shall be forwarded to the city council noting the reason for the approval.

6. *City council review.* The city council shall act to approve or disapprove the application for final plat approval within 35 days from the date of the final submission of the plat, or from the date of that the planning and zoning commission made its recommendation, if the applicant had agreed to an extension of time for the planning and zoning commission as provided in subsection 5. above, whichever is later.

   The city council shall consider the recommendation of the planning and zoning commission, and shall review all of the materials and written comments submitted to the commission, as well as the comments made at the public hearing held before the commission. The city council may also consider other materials or public comments received at the meeting when the recommendation is considered.

   The applicant may agree an extension of time for the city council to act upon the application for final plat approval, in which case the time within which the city council is required to act on the application is extended to the next regularly scheduled city council meeting.

   If the city council fails to approve or disapprove the application for final plat approval within 35 days from the date of the final submission of the plat, other than by reason of a lack of a quorum or other causes beyond the control of the city council, or from any extension of time agreed to by the applicant before the planning and zoning commission or before the city council, then the plat is deemed to be approved, and upon demand,

the city council shall issue a certificate approving the plat which the mayor shall sign and to which the city clerk shall attest.

10. Granting a vacation of E 9th Street would reduce the general public vehicular and employee/customer pedestrian traffic conflicts between N Main Street and N Virginia Avenue.

11. Granting a vacation of E 9th Street and the alleys for the purpose of infill development in the C-2 Community Commercial and I-1 Light Industrial corridors is not contrary to the public interest as 8th Street and 10th Street are both through-streets providing east-west access.

VII. Action by the Planning & Zoning Commission:

Unless evidence to the contrary is introduced in the public hearing, based on the Land Use and Zoning Considerations, Findings of Fact, materials provided, and testimony, it is recommended that the **Planning and Zoning Commission introduce a motion and vote on a recommendation for Zoning Case VAC-25-0007. The recommendation will be forwarded to City Council for final consideration.**

EXHIBIT C.1: VAC-25-0007

LETTER NOTIFYING SURROUNDING PROPERTY OWNERS

(Page 1 of 2)

LETTER SENT VIA CERTIFIED MAIL ON MARCH 14, 2025

TO SURROUNDING PROPERTY OWNERS

COMMUNITY DEVELOPMENT DEPARTMENT
500 N Main Street, Suite 100
Roswell, NM 88201
Telephone: (575) 637-6280

RE: PUBLIC HEARING NOTICE FOR ZONING CASE VAC-25-0007

Dear Property Owner:

You have received this notice via certified mail because Chaves County Assessor information indicates you are a property owner of record within 100 feet of City of Roswell Planning & Zoning Case VAC-25-0007. This notice informs you of an upcoming public hearing before the City of Roswell Planning and Zoning Commission regarding a Zoning Case for the following property.

DESCRIPTION OF ZONING APPLICATION REQUEST:

CASE VAC-25-0007 Request Vacation of 9th Street 60' wide Public Right-of-Way from N Main Street to N Virginia Avenue; and vacate adjacent north & south alleys from 8th St to south of 9th St from Public Rights-of-Way and convert to 25' Public Utility and Reciprocal Access Easements for Infill Development in the C-2 Community Commercial & I-1 Light Industrial Zoning Districts.

PROPERTY OWNER: Property Management Group F2 LLC
PROPERTY OWNER: RLJ INVESTMENTS, LLC
APPLICANT: Smith Engineering Co.

LOCATIONS, ADDRESSES, & LEGAL SUMMARIES OF PROPERTIES ADJACENT TO ROWs:

9th Street ROW & Alleys north & south of 9th Street in the 800 & 900 Blocks of N Main Street & N Virginia Avenue adjacent to the following properties:
(801, 803, 821, 823 N Main St -- Subd: NORTH SPRING RIVER Block: 2 Lot: 8 THRU: Lot: 14 , , , , , , Quarter: NW S: 33 T: 10S R: 24E BOUNDARY SURVEY (S11-42) BK: 799 PG: 958 SWD);
(911 N Main St & 105 E 9th St-- Subd: NORTH SPRING RIVER Block: 7 Lot: 8 THRU:- Lot: 11 AND:- Lot: N 20' OF VACATED 9TH ST , , , , S: 33 T: 10S R: 24E BOUNDARY SURVEY (S11-42) BK: 799 PG: 958 SWD); (800 N Virginia Ave -- Subd: NORTH SPRING RIVER Block: 2 Lot: 6 AND:- Lot: 7 , Quarter: SW S: 33 T: 10S R: 24E BK 732 PG 1064 WD); (110 E 9th St - Subd: NORTH SPRING RIVER Block: 2 Lot: 1 THRU:- Lot: 5 , , , , Quarter: NW S: 33 T: 10S R: 24E BK 732 PG 1064 WD); and (900, 904, 906, 908 N Virginia Ave -- Subd: NORTH SPRING RIVER Block: 7 Lot: 3 THRU:- Lot: 7 , , , , Quarter: NW S: 33 T: 10S R: 24E BOUNDARY SURVEY (S11-42) BK: 799 PG: 958 SWD.)

The City of Roswell Planning and Zoning Commission will hear public comments on the above zoning case on Date: TUESDAY, April 1, 2025 at 6:00 p.m. in the Roswell Development Services Conference Room located at 500 North Main Street, Suite 100 in the Sun West Centre Office Complex. You are entitled, although not obligated, to comment either in writing to our office or at the hearing.
To be considered, written protests must be submitted to and received by the Planning and Zoning Division no later than noon on the working day prior to the Planning and Zoning Commission meeting. Written comments may be delivered to the Planning & Zoning Division in the Roswell Development Services Office at 500 N Main Street Suite 100, or sent to: *City of Roswell, Planning & Zoning Administrator, PO BOX 1838, Roswell, NM 88202- 1838 or via email to m.hildreth@roswell-nm.gov* .

The **information packet** for these zoning cases will be available no later than 5:00 p.m., on **Friday, March 28, 2025,** and may be viewed on the City of Roswell website at https://www.roswell-nm.gov/489/Planning-Zoning-Commission.
You may inspect the information packet in detail by calling 575.637.6294 for an appointment at the Planning & Zoning Division in the Roswell Development Services Office at 500 N Main Street Suite 100. You may obtain copies of the information packet at a cost of 35 cents per sheet.

The City's Zoning Ordinance is available on the City of Roswell website online at:
https://library.municode.com/nm/roswell/codes/code_of_ordinances?nodeId=COOR_APXAZO
The City's Subdivision Code is available on the City of Roswell website online at:
https://library.municode.com/nm/roswell/codes/code_of_ordinances?nodeId=COOR_APXBSUCO

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

City Council will hold a final Public Hearing and render a final decision on April 10, 2025.

Respectfully,
Merideth Hildreth

(Area of Notification Map attached)

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

ANEXO C.2: VAC-25-0007
CARTA DE NOTIFICANDO A LOS PROPIETARIOS DE LOS ALREDEDORES
CARTA ENVIADA POR CORREO CERTIFICADO EL 14 DE MARZO DE 2025
A LOS PROPIETARIOS DE LOS ALREDEDORES

COMMUNITY DEVELOPMENT DEPARTMENT
500 N Main Street, Suite 100
Roswell, NM 88201
Teléfono: (575) 637-6280

RE: AVISO DE AUDIENCIA PÚBLICA PARA EL CASO DE ZONIFICACIÓN VAC-25-0007

Estimado propietario:
Usted ha recibido este aviso por correo certificado porque el condado de Chaves Asesor la información indica que usted es un propietario registrado dentro **de los 100** pies del **Caso de Planificación y Zonificación de la Ciudad de Roswell VAC-25-0007.** Este aviso le informa del próximo audiencia pública ante la Comisión de Planificación y Zonificación de la Ciudad de Roswell con respecto a un caso de zonificación para la siguiente propiedad.

DESCRIPCIÓN DE LA SOLICITUD DE ZONIFICACIÓN:
CASO VAC-25-0007 Solicitud de Vacacionamiento del Derecho de Vía Pública de la Calle 9 60' ROW desde N Main Street hasta N Virginia Avenue y desocupar y convertir los callejones adyacentes de 25' de ancho al norte y al sur de 9th Street de Derechos de Paso Públicos a Servidumbres de Acceso Recíproco y Servicios Públicos de 25' para el Desarrollo de Relleno en los Distritos de Zonificación Comercial Comunitaria C-2 e I-1 de Zonificación Industrial Ligera.

PROPIETARIO: Property Management Group F2 LLC
PROPIETARIO: RLJ Investments, LLC
SOLICITANTE: Smith Engineering Co.
UBICACIÓN DE LA PROPIEDAD: 9th Street ROW y callejones al norte y al sur de 9th Street entre las cuadras 800 y 900 de N Main Street y N Virginia Avenue adyacentes a la propiedad dirigida como 801, 803, 821, 823 N Main Street; 911 N Main Street y 105 E 5th Street; La propiedad está domiciliada como 900, 904, 906, 908 N Virginia Avenue; 110 E 9th Street; 800 N Virginia Avenue.

DESCRIPCIÓN LEGAL: (801, 803, 821, 823 N Main St -- Subd: NORTH SPRING RIVER Block: 2 Lot: 8 THRU: Lot: 14 , , , , , , Quarter: NW S: 33 T: 10S R: 24E BOUNDARY SURVEY (S11-42) BK: 799 PG: 958 SWD); (911 N Main St & 105 E 9th St-- Subd: NORTH SPRING RIVER Block: 7 Lot: 8 THRU:- Lot: 11 AND:- Lot: N 20' OF VACATED 9TH ST , , , , S: 33 T: 10S R: 24E BOUNDARY SURVEY (S11-42) BK: 799 PG: 958 SWD); (800 N Virginia Ave -- Subd: NORTH SPRING RIVER Block: 2 Lot: 6 AND:- Lot: 7 , Quarter: SW S: 33 T: 10S R: 24E BK 732 PG 1064 WD); (110 E 9th St - Subd: NORTH SPRING RIVER Block: 2 Lot: 1 THRU:- Lot: 5 , , , , Quarter: NW S: 33 T: 10S R: 24E BK 732 PG 1064 WD); and (900, 904, 906, 908 N Virginia Ave -- Subd: NORTH SPRING RIVER Block: 7 Lot: 3 THRU:- Lot: 7 , , , , Quarter: NW S: 33 T: 10S R: 24E BOUNDARY SURVEY (S11-42) BK: 799 PG: 958 SWD.)

ANEXO C.2: VAC-25-0007
CARTA DE NOTIFICANDO A LOS PROPIETARIOS DE LOS ALREDEDORES

La Comisión de Planificación y Zonificación de la Ciudad de Roswell escuchará los comentarios del público sobre el caso de zonificación. Fecha: MARTES 1 de abril de 2025 a las 6:00 p.m. en la Sala de Conferencias de Roswell Development Services umbicada en 500 N Main Street, Suite 100 en el Complejo de las Oficinas de Sun West Centre. Usted tiene derecho, aunque no este obligado(a), a comentar por escrito a nuestra oficina o en persona en la audiencia.

Para ser considerado, las protestas por escrito deben ser presentadas y recibidas por la División de Planificación y Zonificación a más tardar del mediodía del día anterior de la reunión de la Comisión de Planificación y Zonificación. Los comentarios por escrito pueden enviarse a la División de Planificación y Zonificación en la Oficina de Servicios de Desarrollo de Roswell en 500 N Main Street Suite 100, o enviarse a: *Ciudad de Roswell, Administrador de Planificación y Zonificación, PO BOX 1838, Roswell, NM 88202-1838 o por correo electrónico a m.hildreth@roswell-nm.gov*.

El **paquete** de información para estos casos de zonificación estará disponible a más tardar a las 5:00 p.m., el **viernes 28 de marzo de 2025,** y se puede ver en https://www.roswell-nm.gov/489/Planning-Zoning-Commission. Puede inspeccionar el paquete de información en detalle llamando al 575.637.6294 para una cita en la División de Planificación y Zonificación en la Oficina de Servicios de Desarrollo de Roswell en 500 N Main Street, Suite 100. Puede obtener copias del paquete de información a un costo de 35 centavos por hoja.

La Ordenanza de Zonificación de la Ciudad está disponible en línea en:
https://library.municode.com/nm/roswell/codes/code_of_ordinances?nodeId=COOR_APXAZO
El código de subdivisión de la Ciudad está disponible en línea en:
https://library.municode.com/nm/roswell/codes/code_of_ordinances?nodeId=COOR_APXBSUCO

Si usted es una persona con una discapacidad que necesita un lector, amplificador, intérprete calificado de lenguaje de señas o cualquier otra forma de ayuda o servicio auxiliar para asistir o participar en la audiencia o reunión, comuníquese con Recursos Humanos al 575-624-6700 al menos una semana antes de la reunión o lo antes posible. Los documentos públicos, incluyendo el orden del día y las actas, pueden proporcionarse en varios formatos accesibles. Comuníquese con el Secretario Municipal al 575-624-6700 si necesita un resumen u otro tipo de formato accesible.

La Comisión de Planificación y Zonificación enviará una recomendación sobre este caso al Concejo Municipal para su consideración final.

Respetuosamente

Merideth Hildreth

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

(Área de Mapa de Notificación adjunta)

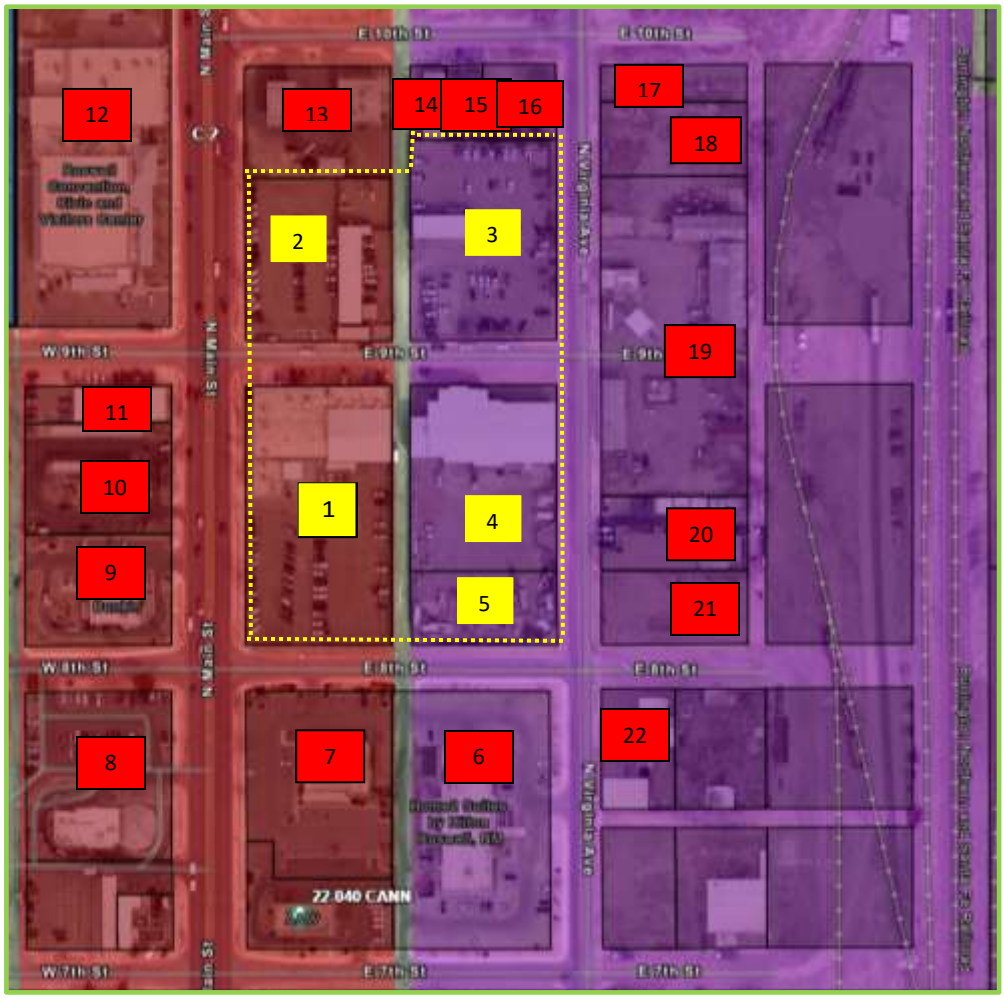
EXHIBIT D: CASE VAC-25-0007

Request for Public Right-of-Way Vacation of 9th Street 60’ ROW from N Main Street to N Virginia Avenue and vacate and convert 25’ wide adjacent alleys north and south of 9th St from Public Rights-of-Way to 25’ Public Utility and Reciprocal Access Easements for Infill Development in the C-2 Community Commercial and I-2 Light Industrial Zoning Districts.

Solicitud de Vacacionamiento del Derecho de Vía Pública de la Calle 9 60' ROW desde N Main Street hasta N Virginia Avenue y desocupar y convertir los callejones adyacentes de 25' de ancho al norte y al sur de 9th Street de Derechos de Paso Públicos a Servidumbres de Acceso Recíproco y Servicios Públicos de 25' para el Desarrollo de Relleno en los Distritos de Zonificación Comercial Comunitaria C-2 e I-1 de Zonificación Industrial Ligera.

CHAVES COUNTY ASSESSOR’S MAP IDENTIFYING PROPERTY UNDER CONSIDERATION AND PROPERTIES WITHIN ZONING CASE NOTIFICATION AREA

EL MAPA DEL TASADOR DEL CONDADO DE CHAVES QUE IDENTIFICA LA PROPIEDAD BAJO CONSIDERACIÓN Y LAS PROPIEDADES DENTRO DEL ÁREA DE NOTIFICACIÓN DE CASOS DE ZONIFICACIÓN



PROPERTY UNDER CONSIDERATION – 800 & 900 Blocks N Main St & N Virginia Ave
PROPIEDAD BAJO CONSIDERACIÓN – 800 & 900 Blocks N Main St & N Virginia Ave

PROPERTY UNDER CONSIDERATION – 800 & 900 Blocks N Main St & N Virginia Ave
PROPIEDAD BAJO CONSIDERACIÓN – 800 & 900 Blocks N Main St & N Virginia Ave

EXHIBIT E: VAC-25-0007 – NOTIFICATION AREA ADDRESSES

1, 2, 3
ROSWELL PROPERTY MANAGEMENT GROUP F2
C/O THOMAS KRUMLAND
PO BOX 1858
ROSWELL NM 88202

ROSWELL FORD
MANAGER
821 N MAIN STREET
ROSWELL NM 88201

TOBY GROSS
ROSWELL PROPERTY MANAGEMENT GROUP F2
2211 W 2nd ST
ROSWELL NM 88201

SCOTT HICKS P.E.
SMITH ENGINEERING CO
401 N PENNSYLVANIA AVE
ROSWELL NM 88201

2
ROSWELL FORD
MANAGER
911 N MAIN STREET
ROSWELL NM 88201

4, 5 (800 N VIRGINIA AVE – EQUIP YARD)
RLJ INVESTMENTS LLC
PO BOX 2899
ROSWELL NM 88202

RLJ INVESTMENTS LLC
110 E 9TH ST
ROSWELL NM 88201

6
ROSWELL HOTEL COMPANY LLC
1150 NATALIE LN
WATSONVILLE CA 95076

HOME SUITES II BY HILTON
OWNER OR MANAGER
700 N VIRGINIA AVE
ROSWELL NM 88201

7
FRANK & LYNN KIRK TRUST
C/O MARJORIE E GUILIANO EXEMPTION TRUST
INSPIRE BRANDS
3 GLENLAKE PKWY NE 5TH FLOOR
ATLANTA GA 30328

BUFFALO WILD WINGS
OWNER OR MANAGER
747 N MAIN ST
ROSWELL NM 88201

8
MCDONALD'S REAL ESTATE COMPANY
ATTN: DEPT 027 REAL ESTATE
110 N CARPENTER ST
CHICAGO IL 60607

MCDONALD'S
OWNER OR MANAGER
720 N MAIN ST
ROSWELL NM 88201

9, 10
LODEWICK PROPERTIES LLC
3305 WENTWOOD DR
DALLAS TX 75225

DUNKIN'
OWNER OR MANAGER
800 N MAIN ST
ROSWELL NM 88201

EXHIBIT E: VAC-25-0007 – NOTIFICATION AREA ADDRESSES

10
SONIC
OWNER OR MANAGER
808 N MAIN ST
ROSWELL NM 88201

11
NMKS INVESTMENTS LLC
824 MAIN ST STE A
ROSWELL NM 88201

CARABELLI'S DENTAL
OWNER
824 MAIN ST STE A
ROSWELL NM 88201

12
ROSWELL CONVENTION CENTER
MANAGER
912 N MAIN ST
ROSWELL NM 88201

CITY OF ROSWELL
C/O COMMUNITY DEVELOPMENT DEPT
PO BOX 1838
ROSWELL NM 88202-1838

13
BREWER OIL CO
PO BOX 1347
ARTESIA NM 88211-1347

BREWER OIL
MANAGER
917 N MAIN ST
ROSWELL NM 88201

14
JAMES P MCDEVITT
2707 N MONTANA AVE
ROSWELL NM 88201

CURRENT PROPERTY OWNER OR TENANT
108 E 10TH ST
ROSWELL NM 88201

15, 16 (912 N VIRGINIA AVE – UNDEVELOPED)
JESSE & JAHANNA MCDANIEL
2509 N CAMBRIDGE AVE
ROSWELL NM 88201

MCDANIEL HOME SOLUTIONS
110 E 10TH ST
ROSWELL NM 88201

17 (913 N VIRGINIA AVE - VACANT LAND)
MORRIS E SCHERTZ & HOLLY K SCHERTZ
PO BOX 2588
ROSWELL NM 88202-2588

18 (911 N VIRGINIA AVE - VACANT LAND)
21(801 N VIRGINIA – VACANT LAND)
MORRIS E SCHERTZ & HOLLY K SCHERTZ
1407 S SUNSET AVE
ROSWELL NM 88203

19
ABC PROPANE INC
PO BOX 490
ROSWELL NM 88202-0490

ABC PROPANE INC
OWNER OR MANAGER
813 N VIRGINIA AVE
ROSWELL NM 88201

20
NEIL KRON & CAROLINE KRON
725 CR L
CLOVIS NM 88101

NEIL KRON & CAROLINE KRON
OR CURRENT PROPERTY OWNER
805 N VIRGINIA AVE
ROSWELL NM 88201

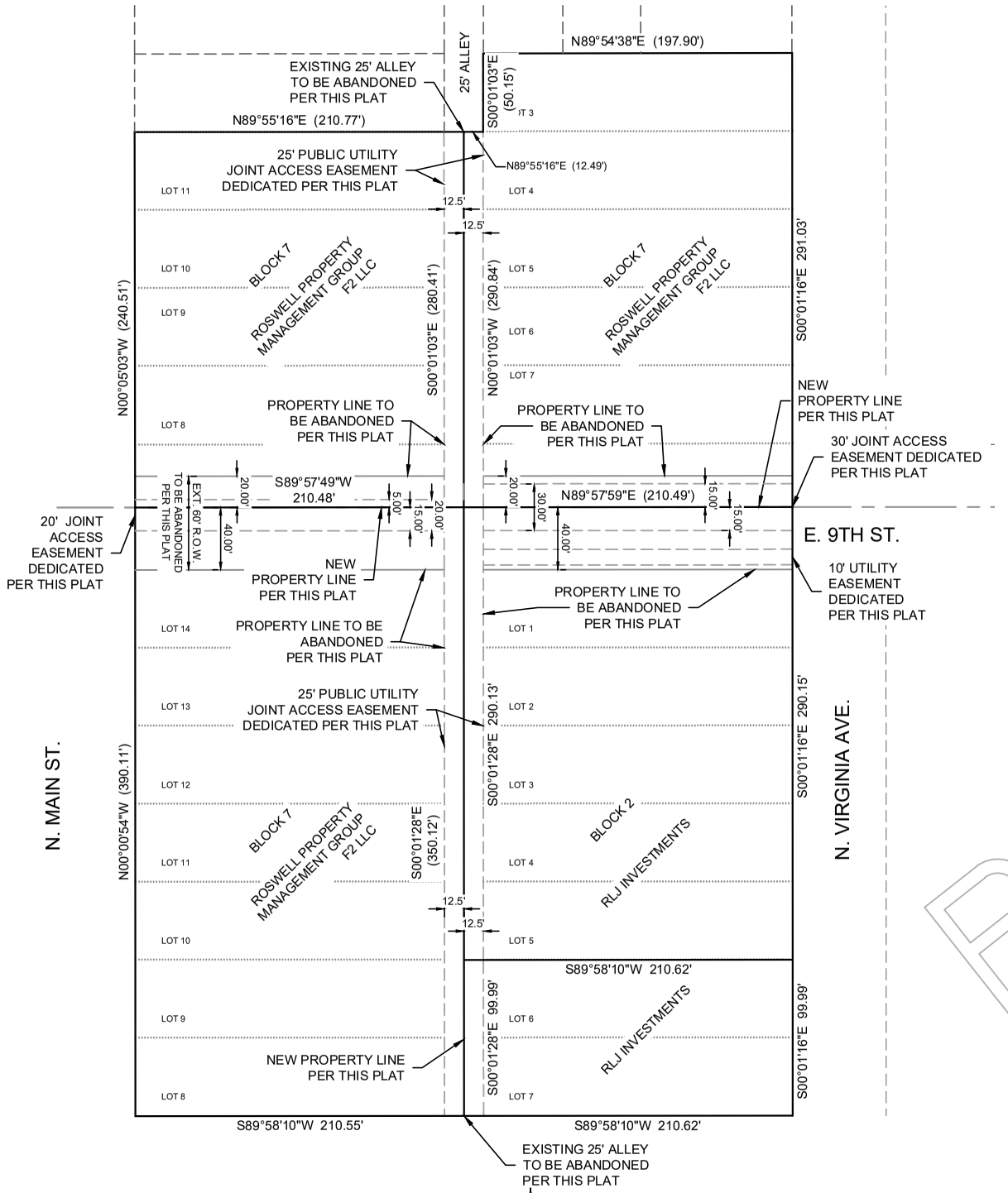
21
MICHAEL BEITZ & MARIA BEITZ
715 N VIRGINIA AVE
ROSWELL NM 88201-6317

EXHIBIT F VAC-25-0007: PRELIMINARY EAST 9TH ST. R.O.W. VACATION REPLAT & 9TH ST. R.O.W. VACATE EXHIBIT (PAGE 1 OF 2)

EAST 9TH ST. R.O.W. VACATION REPLAT

PART OF BLOCKS 2 AND 7 OF NORTH SPRING RIVER ADDITION.

ROSWELL — CHAVES COUNTY — NEW MEXICO



DEDICATION:

STATE OF NEW MEXICO)
COUNTY OF CHAVES)

BE IT KNOWN THAT THE UNDERSIGNED OWNERS AND PROPRIETORS OF A PORTION OF THE PART OF BLOCKS 2 AND 7 OF NORTH SPRING RIVER ADDITION., CONTAINING 6.33 ACRES MORE OR LESS, HAVE CAUSED THE SAME TO BE PLATTED, WITH THEIR FREE WILL AND DESIRE, INTO WHAT IS HEREBY KNOWN AND DESIGNATED AS EAST 9TH ST. R.O.W. VACATION REPLAT, CITY OF ROSWELL, CHAVES COUNTY, NEW MEXICO AND ALL EASEMENTS SHOWN HEREIN ARE DEDICATED TO THE USE AND BENEFIT OF THE PUBLIC.

IN WITNESS WHEREOF THE UNDERSIGNED HAS HEREUNTO SET HIS HAND AND

SEAL ON THIS THE_____DAY OF_____ 2025.

ROSWELL PROPERTY MANAGEMENT GROUP F2 LLC

IN WITNESS WHEREOF THE UNDERSIGNED HAS HEREUNTO SET HIS HAND AND

SEAL ON THIS THE_____DAY OF_____ 2025.

RLJ INVESTMENTS

NOTES:

1. BEARINGS BASED UPON RECORDED PLAT.
2. RECORD AND MEASURED DIMENSIONS ARE EQUIVALENT UNLESS OTHERWISE NOTED.
3. UTILITY LINES AND OTHER IMPROVEMENTS ARE NOT SHOWN EXCEPT THOSE WHICH MAY BE INTERPRETED AS A BOUNDARY LINE OR SHOW A LINE OF OCCUPATION.

DOCUMENTS USED IN PERFORMING THIS SURVEY:

BOUNDARY SURVEY OF LOTS 8-14 IN BLOCK 2, LOTS 3-7 IN BLOCK 7, TOGETHER WITH A VACATED R/W ADJACENT TO THE SOUTH LINE OF BLOCK 7 ALL IN NORTH SPRING RIVER ADDITION, PLAT BOOK - 294, PAGE - 960, PLAT BOOK - 259, PAGE - 595, PLAT BOOK - 198, PAGE - 126, PLAT BOOK - 176, PAGE - 172

ROSWELL FORD PROPERTY BOUNDARY SURVEY, PLAT BOOK - 420, PAGE 753, PLAT BOOK - 153 PAGE - 280

SURVEYOR'S CERTIFICATE

I, CASEY K. HUNTER, NEW MEXICO PROFESSIONAL SURVEYOR No.21207, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS A LAND DIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND IS IN THE JURISDICTION OF THE CITY OF ROSWELL, CHAVES COUNTY, NEW MEXICO. LAND IS DIVIDED IN ACCORDANCE WITH THE FINAL PLAT AND ALL SIGNATURES WERE OBTAINED AFTER ALL REVISIONS WERE MADE TO THE FINAL PLAT.

CASEY K. HUNTER, P.S. NO. 21207 DATE:
401 PENNSYLVANIA AVE.
ROSWELL, NEW MEXICO 88201
DATE OF SURVEY:

CONCURRENCE

CENTURYLINK DATE

NEW MEXICO GAS COMPANY DATE

SPARKLIGHT DATE

XCEL ENERGY DATE

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
COUNTY OF CHAVES)

THIS IS TO CERTIFY THAT THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE

ME ON THIS THE_____DAY OF_____2025.

BY ROSWELL PROPERTY MANAGEMENT GROUP

MY COMMISSION EXPIRES: NOTARY PUBLIC

IN WITNESS WHEREOF THE UNDERSIGNED HAS HEREUNTO SET HIS HAND AND

SEAL ON THIS THE_____DAY OF_____, 2025.

RLJ INVESTMENTS

APPROVAL OF THE CITY OF ROSWELL

STATE OF NEW MEXICO)
COUNTY OF CHAVES)

THIS IS TO CERTIFY THAT THIS FOREGOING EAST 9TH ST. R.O.W. VACATION REPLAT CITY OF ROSWELL, CHAVES COUNTY, NEW MEXICO, HAS BEEN EXAMINED AND APPROVED BY THE CITY OF ROSWELL, CHAVES COUNTY, NEW MEXICO.

CITY MANAGER DATE

ATTEST DATE

INDEXING INFORMATION FOR COUNTY CLERK

OWNER(S): ROSWELL PROPERTY MANAGEMENT GROUP F2 LLC & RLJ INVESTMENTS

SECTION(S): BLOCKS 2 AND 7 TOWNSHIP(S): S33 T10 R34 RANGE(S): LOTS 3-11 BLOCK 2 AND LOTS 1-14 BLOCK 7

SUBDIVISION: NORTH SPRING RIVER ADDITION.

FILING AND RECORDING

FILED FOR RECORD IN THE CHAVES COUNTY CLERK'S OFFICE ON THE_____,

DAY OF_____, 2025 AT_____ A.M. P.M. PLAT BOOK_____PAGE_____,

FEE:_____.

RECEIPT#_____.

COUNTY CLERK DEPUTY

LEGEND

PROPERTY LINE
ABANDONED PROPERTY LINE
LOT LINE
UTILITY AND/OR JOINT ACCESS EASEMENT

SMITH ENGINEERING COMPANY

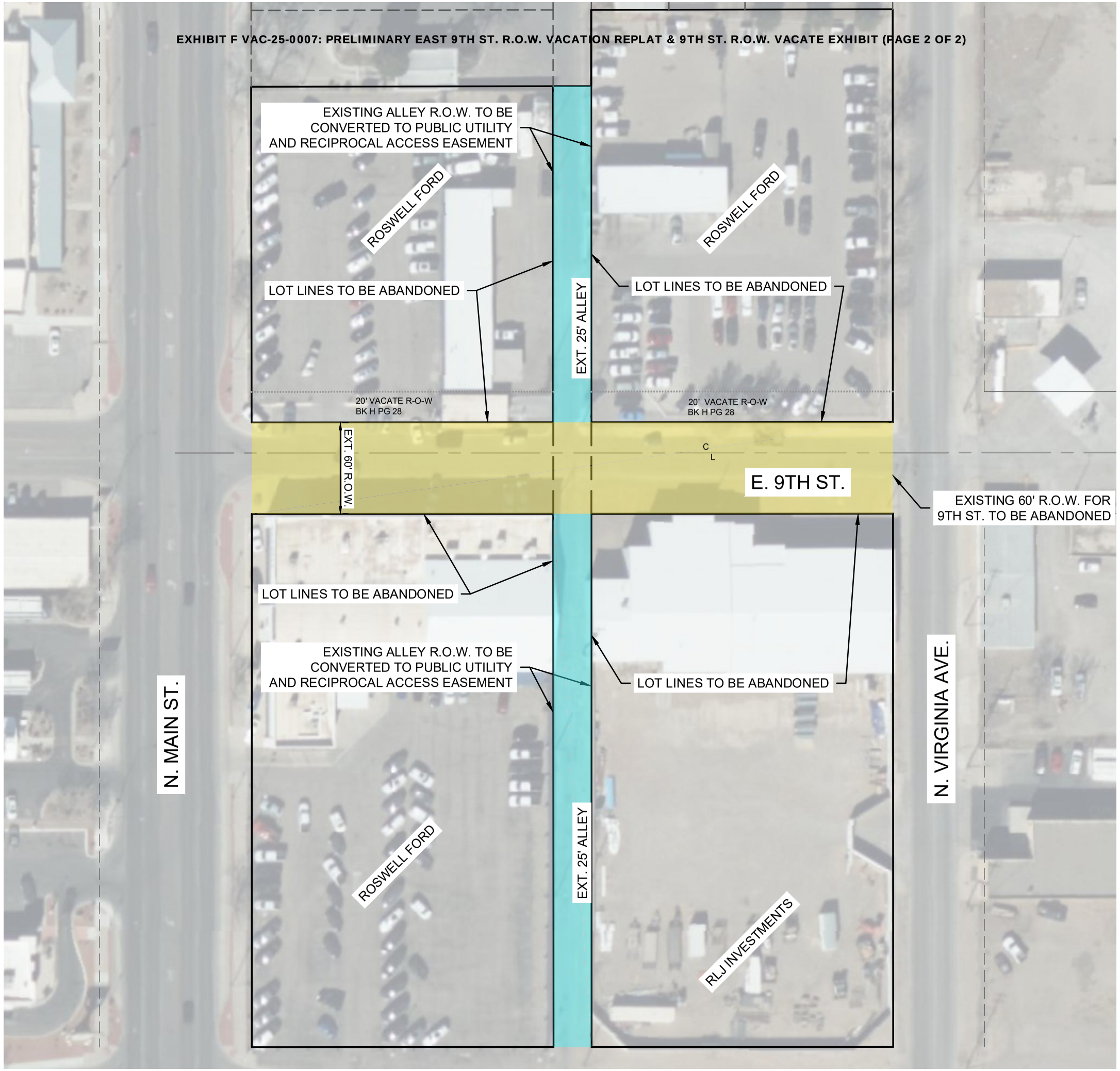
SOLUTIONS FOR TODAY...
VISION FOR TOMORROW

401 Pennsylvania
Roswell, NM 88201
Phone: (575) 622-8866
Fax: (575) 623-3951

PRELIMINARY

R:\SEC--PROJECTS\324618\CADD\Survey_data\R.O.W. VACATION REPLAT EXHIBIT .dwg Mar 03, 2025 - 9:06am Saved By: tomnew

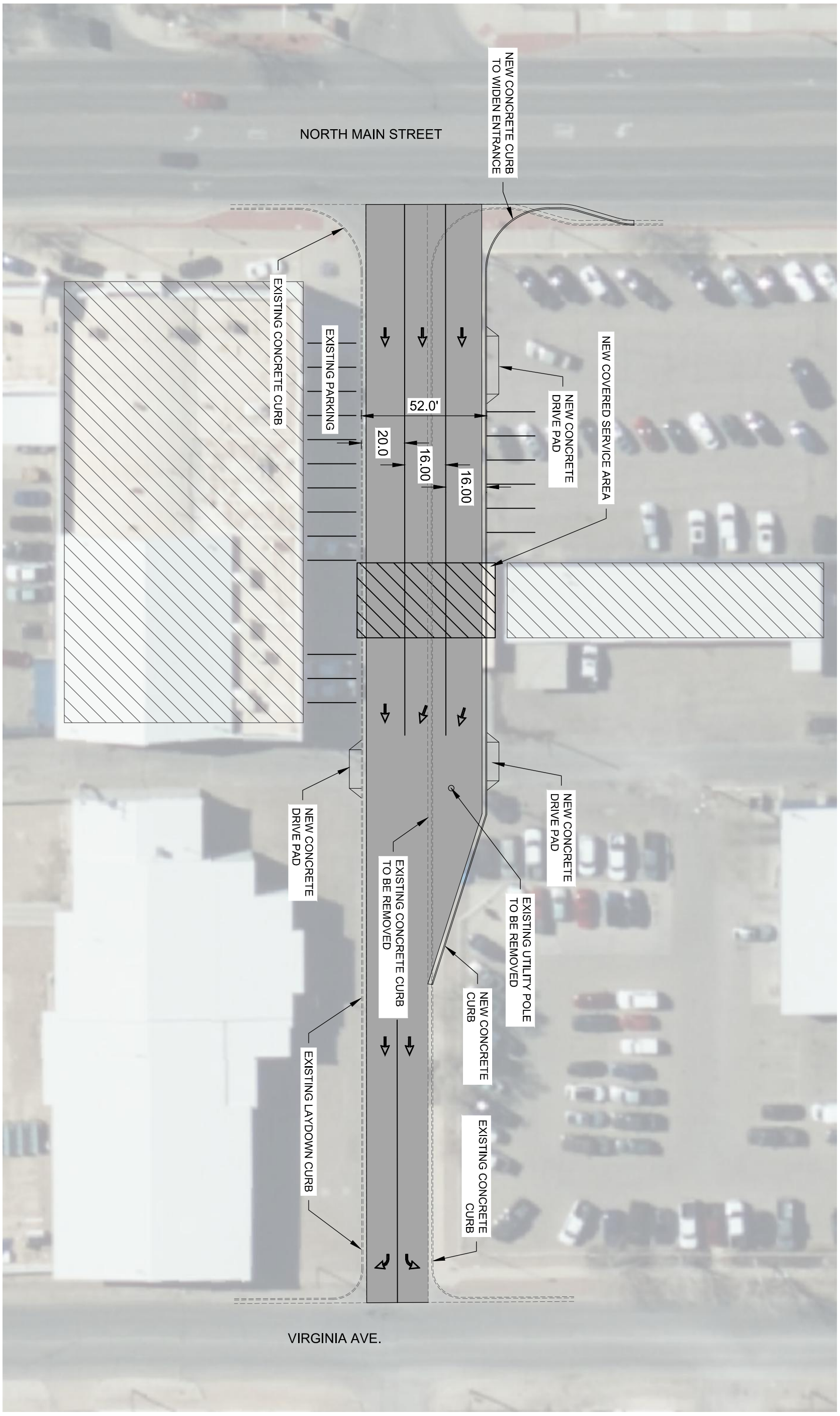
EXHIBIT F VAC-25-0007: PRELIMINARY EAST 9TH ST. R.O.W. VACATION REPLAT & 9TH ST. R.O.W. VACATE EXHIBIT (PAGE 2 OF 2)



9TH ST. R.O.W.
VACATE EXHIBIT

SMITH ENGINEERING

EXHIBIT G VAC-25-0007: ROSWELL FORD E 9TH STREET SERVICE LANE CONCEPT



SHEET NO: 1-1	DATE: DEC. 2024	JOB NO: P-121624

SMITH ENGINEERING
Solutions for Today... Vision for Tomorrow
401 N Pennsylvania
Roswell, NM 88201
Phone: 575-622-8866
www.smithengineering.pro

ROSWELL FORD
NORTH MAIN STREET
CONCEPTUAL SERVICE ENTRANCE LAYOUT
OPTION 2

ROSWELL FORD
ROSWELL, NEW MEXICO

NO.	REVISION DESCRIPTION	DATE	BY
5			
4			
3			
2			
1			

PRELIMINARY NOT FOR CONSTRUCTION

P:\Proposal Data_2024 Proposals\Roswell Ford\CAD\Roswell Ford option 2.dwg Dec 17, 2024 - 9:14am Saved By: tommyr

Scott Hicks

From: Snipes, Kimberly <Kimberly.Snipes1@lumen.com>
Sent: Thursday, February 13, 2025 9:24 AM
To: Scott Hicks
Subject: RE: 9th St. ROW vacate

Hi Scott,

If Mr. Rhodes installs a conduit that would make it a lot easier to do in the future. It would need to be a 4" conduit and 18"-24" underground.

I think a 10' easement would be great. As long as we have access and the dedication of the easement it should be good.

Thanks,

Kim Snipes
Network Implementation Engineer II
311 N Richardson Ave, Roswell, NM, 88201
tel: 575-625-5077 | cell: 575-291-5234
kimberly.snipes1@lumen.com

From: Scott Hicks <ScottH@smithengineering.pro>
Sent: Thursday, February 13, 2025 8:24 AM
To: Snipes, Kimberly <Kimberly.Snipes1@lumen.com>
Subject: 9th St. ROW vacate

Hey Kim,

So, we had the meeting with Rick Rhoads who owns that east parcel behind the Ford lot on Tuesday. It looks like for now, he is not going to push getting that overhead line that runs along the north side of his building put underground. But they are planning on paving that area between his building and the back of curb, so he wanted to know if CenturyLink (Lumen) would allow him to trench across there and install conduit before they pave so that it would be there if the line ever was to go underground.

If you gave us the specs for the type of conduit, depth, etc… and they installed it per those specs for future use, would that be something you guys would consider?

Also like we talked about, the plan is to dedicate a utility easement across there for the line once the ROW for 9th is vacated. The owner wants to dedicate 10' width for that easement…wanted to make sure that was enough on your end.

So if you can let me know on both of these items, I would sure appreciate it!

Thanks again Kim!

Scott

Scott Hicks, PE
Team Leader / Vice President

CELEBRATING 35 YEARS | Smith Engineering Company

Office: 575-622-8866 | Direct: 575-624-3020 | www.smithengineering.pro
401 N. Pennsylvania Roswell, NM 88201

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Scott Hicks

From: Sandoval, David <David.Sandoval@nmgco.com>
Sent: Wednesday, January 8, 2025 10:27 AM
To: Estvanko, Jeff; Kauffman, Brandon J.
Cc: Scott Hicks; Mendoza, Danny R.; Naranjo Lujan, Santiago A.
Subject: Re: 9th St. Right-of-Way, Alley

Follow Up Flag: Follow up
Flag Status: Flagged

Thank you for the fast response.

I've copied the engineer that the business hired to handle this matter.

Thank you again for your help, please me know if I am able to help with anything.

From: Estvanko, Jeff <Jeff.Estvanko@nmgco.com>
Sent: Wednesday, January 8, 2025 9:15 AM
To: Sandoval, David <David.Sandoval@nmgco.com>; Kauffman, Brandon J. <Brandon.Kauffman@nmgco.com>
Subject: RE: 9th St. Right-of-Way, Alley

Good morning David,

To verify- They would like to vacate the 9th Street Road/public ROW between Main St & Virginia Ave, and then vacate the public alley from 8th street north to 10th Street, but retain this as a public Utility Easement (PUE). Correct?

If so, NMGC could be agreeable to 9th Street since we currently don't have facilities in the street and will need to retain PUE in the alley and crossing 9th Street) since we do have facilities there. And yes we would need the ability for 24/7 access.

Since they would be vacating existing ROWs Brandon will have to sign off so will have the final say if agreeable and any stipulations. Any further discussion on this one should go thru him. He is cc'd on this.

Regards,

Jeff Estvanko
Right-of-Way Agent
New Mexico Gas Company
Office 505-798-3373
Cell 505-269-1213
Jeff.Estvanko@nmgco.com
7120 Wyoming Blvd NE. Ste. 20
Albuquerque, NM 87109
Mail stop- MS BC22

From: Sandoval, David <David.Sandoval@nmgco.com>
Sent: Wednesday, January 8, 2025 8:44 AM
To: Estvanko, Jeff <Jeff.Estvanko@nmgco.com>
Subject: Fw: 9th St. Right-of-Way, Alley

Good Morning jeff

Could you look into this for me please? Let me know what you think .. Thank you

---

From: Scott Hicks <ScottH@smithengineering.pro>
Sent: Tuesday, January 7, 2025 5:00 PM
To: Sandoval, David <David.Sandoval@nmgco.com>
Subject: 9th St. Right-of-Way, Alley

***** CAUTION! EXTERNAL SENDER *** STOP. EXAMINE. VERIFY!! Were you expecting this email? Are grammar and spelling correct? Does the content make sense? Can you verify the sender? To report a suspicious email, use the Forward to Phishing button or forward the email to phishing@tecoenergy.com. Do not click links, open attachments, or enter your ID or password.**

David,

To follow up with my phone call earlier today, I met with Toby Gross from Roswell Ford and Louis and James from the City regarding 9th St. between N. Main and N. Virginia and the alley in that block running north and south. Roswell Ford would like to get the City to vacate the right-of-way for 9th St. through there and then convert the alley into a public utility easement. The City is supportive of all that, but Toby needs to get his neighbor to the east on board and we also need to talk to the utility companies.

I have attached a screenshot of the area. So, I wanted to ask if you would look at what gas utility, if any, there is running in 9th through that block and see if NM Gas would have any opposition to vacating that ROW. I know there is gas in the alley, so also wanted to ask if NM Gas would have any opposition to converting that alley from 8th to about where the Shell station property is there on 10th to a " public utility easement" through there. Ford would see to it that all utility companies that needed access to the easement would have it. The City has a sewer line in there so they will have access as well, but Louis and James didn't have an issue with converting it to an easement.

So if you can take a look and get with Danny and Santi about it as well, and let me know any thoughts on this, I sure would appreciate it.

Thanks!

Scott

Scott Hicks, PE
Team Leader / Vice President

CELEBRATING 35 YEARS Smith Engineering Company
Office: 575-622-8866 | Direct: 575-624-3020 | www.smithengineering.pro
401 N. Pennsylvania Roswell, NM 88201

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Scott Hicks

From: Salvarrey, Antonio A <Antonio.A.Salvarrey@xcelenergy.com>
Sent: Wednesday, November 27, 2024 3:32 PM
To: Scott Hicks
Cc: Francisco Salvarrey
Subject: RE: 9th St. ROW vacate - alley

Sounds good sir. If the width stays the same as what is existing then that will be sufficient.

Thank you!

Antonio Salvarrey
Xcel Energy
Engineer, Distribution Design
910 E Bland St, Roswell, NM 88203
P: 575.625.5914 **C:** 575.914.1326
E: Antonio.A.Salvarrey@xcelenergy.com

From: Scott Hicks <ScottH@smithengineering.pro>
Sent: Wednesday, November 20, 2024 5:00 PM
To: Salvarrey, Antonio A <Antonio.A.Salvarrey@xcelenergy.com>
Cc: Francisco Salvarrey <Franciscos@smithengineering.pro>
Subject: RE: 9th St. ROW vacate - alley

EXTERNAL - STOP & THINK before opening links and attachments.

Hey Tony,

Yes, where you have the red are the areas I am talking about. But they would just be converting the same width of the alley, I believe it is 20', to the utility easement. There are existing buildings right along there so I don't see it getting widened to 30'.

But things are still in the early stages on this, but thank you for getting back to me so quickly. When I meet with those guys again about it, I can tell them that I did get with Xcel and that, initially, it doesn't look like it will be an issue. There's still some other hoops Ford is going to have to jump through to get this further along anyway.

Thanks again for taking a look!

Scott

Scott Hicks, PE
Team Leader / Vice President

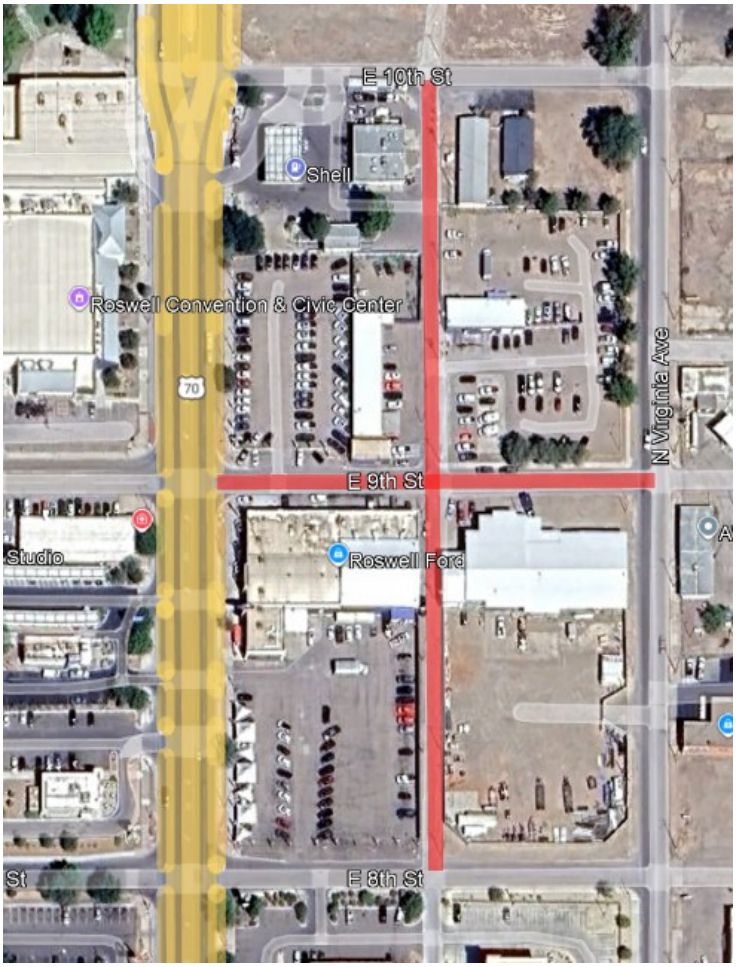
CELEBRATING 35 YEARS Smith Engineering Company

Office: 575-622-8866 | Direct: 575-624-3020 | www.smithengineering.pro
401 N. Pennsylvania Roswell, NM 88201

From: Salvarrey, Antonio A <Antonio.A.Salvarrey@xcelenergy.com>
Sent: Wednesday, November 20, 2024 1:26 PM
To: Scott Hicks <ScottH@smithengineering.pro>
Cc: Francisco Salvarrey <Franciscos@smithengineering.pro>
Subject: RE: 9th St. ROW vacate - alley

Good morning,

I don't believe I see an issue with these changes. We do have a 3PH line running through the alley so we would want a 30' utility easement. Other customers are being fed past that point so we'd want to assure they granted proper access. Just to confirm, the highlighted area below is the area you are referring to correct?



Thank you,

Antonio Salvarrey
Xcel Energy
Engineer, Distribution Design
910 E Bland St, Roswell, NM 88203
P: 575.625.5914 **C:** 575.914.1326
E: Antonio.A.Salvarrey@xcelenergy.com

From: Scott Hicks <ScottH@smithengineering.pro>
Sent: Wednesday, November 20, 2024 7:41 AM

To: Salvarrey, Antonio A <Antonio.A.Salvarrey@xcelenergy.com>
Cc: Francisco Salvarrey <Franciscos@smithengineering.pro>
Subject: 9th St. ROW vacate - alley

EXTERNAL - STOP & THINK before opening links and attachments.

Hey Tony,

I met with Toby Gross from Roswell Ford and Louis and James from the City yesterday regarding 9th St. between N. Main and N. Virginia and the alley in that block running north and south. Roswell Ford would like to get the City to vacate the right-of-way for 9th St. through there and then change the alley into an easement. The City is supportive of all that, but Toby needs to get his neighbor to the east on board and we also need to talk to the utility companies.

I have attached a screenshot of the area. So I wanted to ask if you would look at what you guys have, if anything, running in 9th through that block and see if you have any opposition to vacating that ROW. I know there is overhead in the alley, so also wanted to ask if you had any opposition to converting that alley from 8th to about where the Shell station property is there on 10th to a "utility easement" through there. Ford would see to it that all utility companies that needed access to the easement would have it. The City has a sewer line in there so they will have access as well, but Louis and James didn't have an issue with converting it to an easement.

So if you can take a look at that and let me know your thoughts there, I sure would appreciate it.

Thanks!

Scott

Scott Hicks, PE
Team Leader / Vice President

CELEBRATING 35 YEARS | Smith Engineering Company

Office: 575-622-8866 | Direct: 575-624-3020 | www.smithengineering.pro
401 N. Pennsylvania Roswell, NM 88201

From: Scott Hicks
To: Scott Hicks
Subject: FW: 9th St./alley vacate
Date: Monday, March 3, 2025 9:53:39 AM
Attachments: image001.png
Outlook-q00y5zpy.png

From: Raby, Clinton <Clinton.Raby@sparklight.biz>
Sent: Monday, March 3, 2025 9:47 AM
To: Scott Hicks <ScottH@smithengineering.pro>
Subject: Re: 9th St./alley vacate

Good Morning Scott,

Sparklight has no problem with this plan so long as we can access our lines. If you have any questions or concerns, please contact me by email or mobile.

Thank You,

Sparklight

Clint Raby

Field Operations Manager | **Sparklight**

T: 575-317-5879

2005 S Main Street, Roswell, NM 88203

Clinton.Raby@sparklight.biz

From: Scott Hicks
Sent: Monday, February 24, 2025 9:30 AM
To: clinton.raby@sparklight.biz
Subject: 9th St./alley vacate

Good morning Clint,

Hey wondering if you could help me out with a quick email back confirming that you and I talked about Sparklight not having any opposition to the City of Roswell vacating the existing

60’ right-of-way of E. 9th St. between N. Main and N. Virginia Ave., as well as having no opposition to vacating and converting the 25’ public alley north and south of 9th St. to a 25’ Public Utility and Joint Access Easement. All of the utility companies, as well as the City of Roswell, will have access to any and all easements created by the vacation of the right-of-way and alleys.

I just need email confirmation so I can show the City P&Z folks that I have discussed this with all the utility companies.

So if you can send me a quick response in agreement with this, I sure would appreciate it!

Thanks Clint!!

Scott

Scott Hicks, PE
Team Leader / Vice President

CELEBRATING 35 YEARS | Smith Engineering Company

Office: 575-622-8866 | Direct: 575-624-3020 | www.smithengineering.pro
401 N. Pennsylvania Roswell, NM 88201

Outlook

RE: Dumpster access - Shell Station

From Scott Hicks <ScottH@smithengineering.pro>
Date Thu 3/27/2025 9:42 AM
To Abraham Chaparro <a.chaparro@roswell-nm.gov>; Louis Najar <l.najar@roswell-nm.gov>; Phillip j. Sanchez <pj.sanchez@roswell-nm.gov>; Merideth Hildreth <m.hildreth@roswell-nm.gov>

Sounds good Abraham. Really appreciate you getting back to me on this, as well as your input in our phone call this morning.

We'll be sure and coordinate more with you as the site plans get further developed once we have approval on everything for 9th St. and the alleys.

Thanks again!

Scott

Scott Hicks, PE
Team Leader / Vice President

CELEBRATING 35 YEARS | Smith Engineering Company

Office: 575-622-8866 | Direct: 575-624-3020 | www.smithengineering.pro
401 N. Pennsylvania Roswell, NM 88201

From: Abraham Chaparro <a.chaparro@roswell-nm.gov>
Sent: Wednesday, March 26, 2025 4:26 PM
To: Scott Hicks <ScottH@smithengineering.pro>; Louis Najar <l.najar@roswell-nm.gov>; Phillip j. Sanchez <pj.sanchez@roswell-nm.gov>
Subject: RE: Dumpster access - Shell Station

Scott,

We are in conditional agreement the closure. We will need and enclosure built for the Ford House containers off of 8th street or Virginia. When ready please send us preliminary plans for review. We have no conflict for Shell.

ROSWELL Solid Waste

Abraham T. Chaparro
SOLID WASTE DIRECTOR
CITY OF ROSWELL • SOLID WASTE
Office/Cell: 575.624.6746 EXT 3205 • a.chaparro@roswell-nm.gov
3006 W. Brasher Rd. Roswell, NM 88203
roswell-nm.gov flyroswell.com seeroswell.com

EXHIBIT H VAC-25-0007: SMITH ENGINEERING CO., CORRESPONDENCE WITH UTILITY COMPANIES (PAGE 12 OF 12)

From: Scott Hicks <ScottH@smithengineering.pro>
Sent: Monday, March 24, 2025 3:11 PM
To: Abraham Chaparro <a.chaparro@roswell-nm.gov>
Subject: Dumpster access - Shell Station

Hey good afternoon Abraham,

I'm working with Roswell Ford on the vacation request of the 9th St. right-of-way between N. Main St. and N. Virginia Ave., and the conversion of the alley between 8th St. up to the end of their property close to 10th St. into a public utility and joint access easement. We've had some discussions with Louis Najar and he's on board with what is being proposed. Not sure if he has talked to you yet or not.

But I wanted to see if you can take a look at the attached picture of the dumpster at the back of the Shell Station at 917 N. Main St. and let me know how the trucks get in and out of there to service that dumpster.

So if you can do that, I would really appreciate it. And if it would be easier to talk about it or if you have any questions about what is being proposed, please just give me a call on my cell at 575-626-5042.

Thanks again Abraham!

Scott

Scott Hicks, PE
Team Leader / Vice President

CELEBRATING 35 YEARS | Smith Engineering Company

Office: 575-622-8866 | Direct: 575-624-3020 | www.smithengineering.pro
401 N. Pennsylvania Roswell, NM 88201

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RESOLUTION 20-23

ADOPTION OF A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO, MODIFYING THE BOUNDARIES FOR RAILROAD DISTRICT METROPOLITAN REDEVELOPMENT DISTRICT.

WHEREAS, the City of Roswell supports the revitalization and economic development of its traditional and/or historic commercial Railroad District as a designated Metropolitan Redevelopment District (MRA); and,

WHEREAS, the City of Roswell recognizes that the exact boundaries of Railroad District as a designated Metropolitan Redevelopment District must be identified to reduce confusion or uncertainty, and to encourage the redevelopment of this area for the benefit of the City of Roswell.

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

Attachment A shows the current Railroad District MRA boundaries. Attachment B shows the revised boundaries for the Railroad District Metropolitan Redevelopment District.

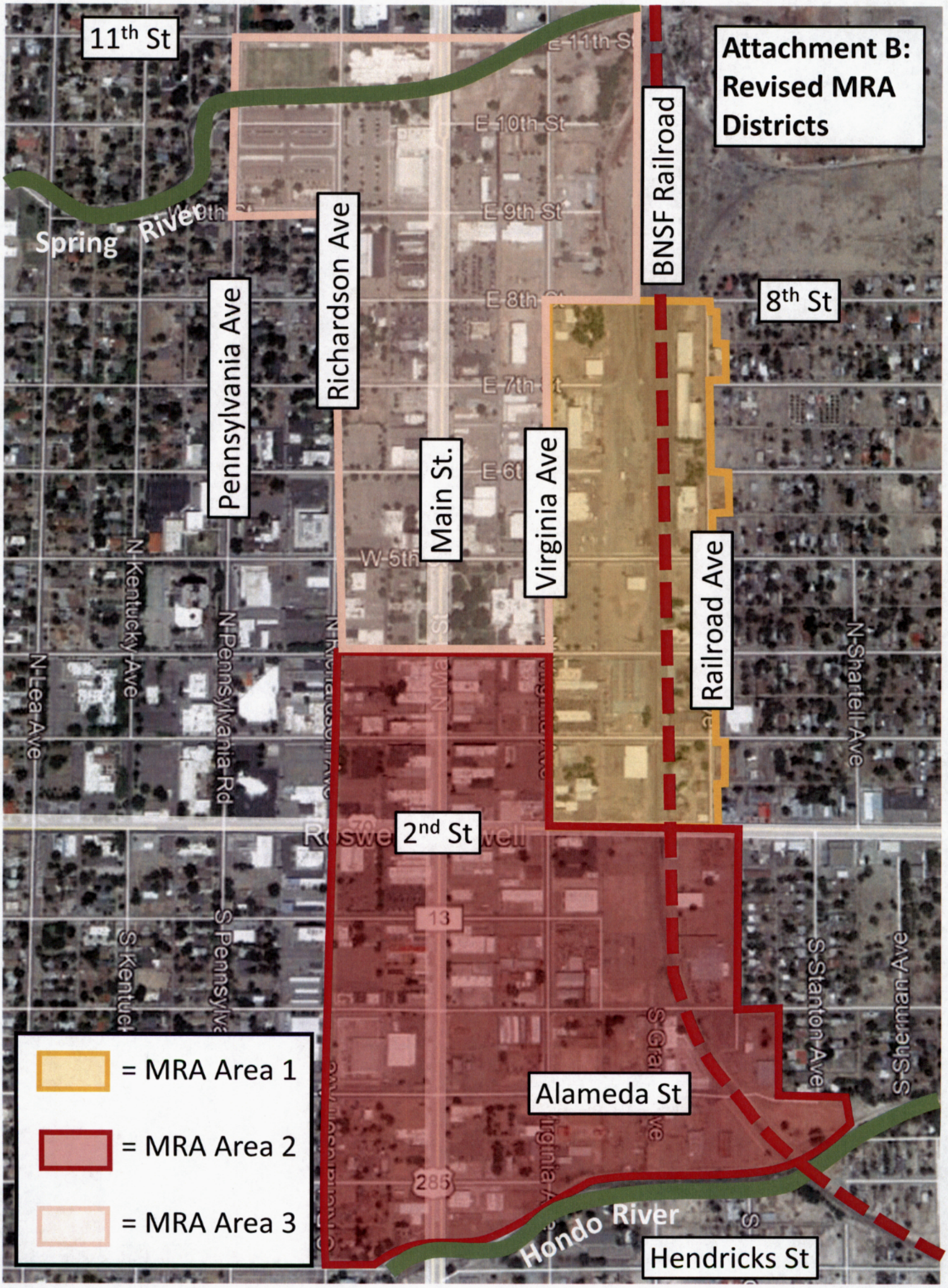
ADOPTED AND APPROVED this 9th day of April, 2020, CITY OF ROSWELL, NEW MEXICO

Dennis Kintigh, Mayor

City Seal

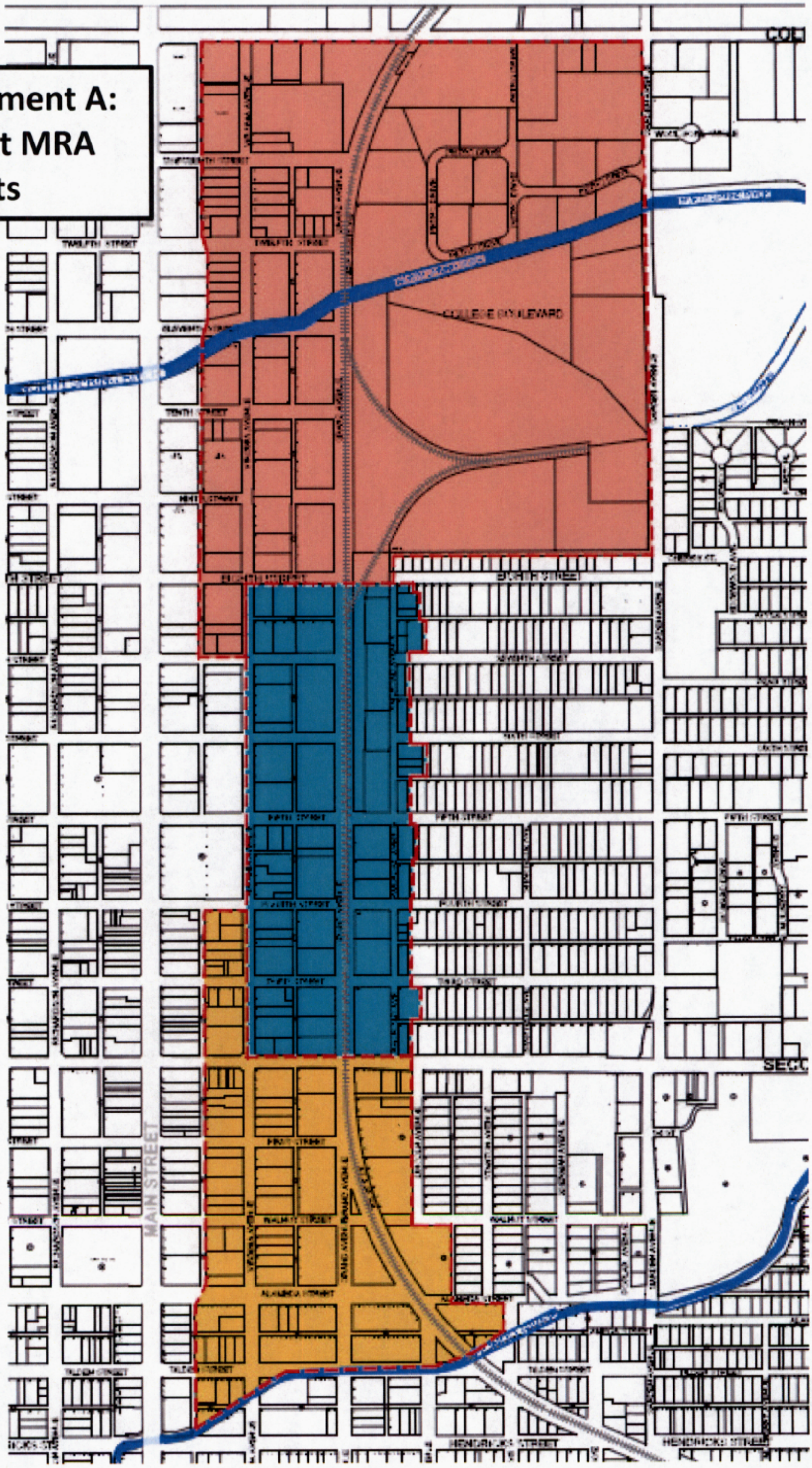
Attest:

Sharon Coll, City Clerk



Received 4.10.2020 SC

Attachment A: Current MRA Districts



Outlook

Re: East 9th Street Vacation Replat

From Jared Olive <j.olive@roswell-nm.gov>
Date Thu 3/27/2025 10:12 AM
To Scott Hicks <ScottH@smithengineering.pro>; Merideth Hildreth <m.hildreth@roswell-nm.gov>; Esperanza Deleon <e.deleon@roswell-nm.gov>

Just to confirm what Scott said and keep track of our discussion; we noted the need for signage through the open 20ft service lane indicating that it would be used as a Fire Lane, the height of the canopy would be large enough to facilitate the largest arial apparatus we may have, and the alley gates will have knoxbox access at each point.

Thank you,

Jared Olive CFI-1, CFEI
Fire Marshal
Roswell Fire Department
200 S. Richardson Avenue, Roswell, NM 88203
Cell: (575) 420-1922 **Office:** (575) 624-6830
Email: j.olive@roswell-nm.gov

ICC Member

ICC Certified Fire Inspector I

From: Scott Hicks <ScottH@smithengineering.pro>
Sent: Thursday, March 27, 2025 7:00 AM
To: Merideth Hildreth <m.hildreth@roswell-nm.gov>; Jared Olive <j.olive@roswell-nm.gov>; Esperanza Deleon <e.deleon@roswell-nm.gov>
Subject: RE: East 9th Street Vacation Replat

Hi Merideth,

Just letting you know I did speak with Jared yesterday after you and I talked. Sounds like he's good with everything proposed at this point for the P&Z meeting next week.

He also provided input for a few site related items that we'll coordinate with him as the design of the improvements proceed. So I appreciated that.

I'll let him get back to you with any comments, but just wanted to let you know that he and I did go over the details of the case for Tuesday night.

Thanks again Merideth!

Scott

Scott Hicks, PE
Team Leader / Vice President

CELEBRATING 35 YEARS | Smith Engineering Company

Office: 575-622-8866 | Direct: 575-624-3020 | www.smithengineering.pro
401 N. Pennsylvania Roswell, NM 88201

From: Merideth Hildreth <m.hildreth@roswell-nm.gov>
Sent: Wednesday, March 26, 2025 11:37 PM
To: Jared Olive <j.olive@roswell-nm.gov>; Esperanza Deleon <e.deleon@roswell-nm.gov>
Cc: Scott Hicks <ScottH@smithengineering.pro>
Subject: East 9th Street Vacation Replat

Good Evening, Jared:

Scott Hicks at Smith Engineering said he would discuss this replat with you.

I'm preparing Staff Summary for the Tuesday P&Z meeting.

All the Best,
Merideth

Merideth Hildreth, M.A., AICP
Planning & Zoning Administrator
Community Development Department
City of Roswell
500 N Main Street, Suite 100
Roswell, NM 88201
575.637-6294
m.hildreth@roswell-nm.gov

PO Box 1838
Roswell, NM 88202-1838

EXHIBIT K: Ordinance 24-03: Amending Chapter 2 (of the Municipal Code)

Article VII. - Real Property Transactions

ARTICLE VII. – Real Property Transactions

Sec. - 2-201 - No Existing Municipal Purpose

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

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

Sec. 2-202 - Appraisal

(a) Prior to sale, lease, or exchange of real property, the Mayor and City Manager or his designee shall cause an appraisal to be made by a qualified appraiser. For property appraised in excess of $25,000.00, excluding real property of any value normally leased in the regular operations, the following applies:

(1) If the sale or lease price is less than the appraised value, the Mayor and City Manager or his designee shall cause a detailed written explanation of that difference to be prepared prior to sale or lease, and the written explanation shall be made available to any interested member of the public upon demand.

(2) No real property shall be sold or exchanged for less than 90% of its appraised value unless for the development of affordable housing or to the state, any of its political subdivisions or to the federal government after a determination by the administration or governing body as provided herein that such sale, exchange, or donation is in the best interests of the City.

ROSWELL
New Mexico

City of Roswell

April 1, 2025

To: Planning & Zoning Commission
& City Support Staff

Re: CASE VAC-25-007 – Common term vacation of right of 100 Block E 9th St.
City Engineer's Review

This case in simple terms: to vacate the public right of way. The process is City's Subdivision Code and is clearly described in the packet prepared for this case by Community Development. Simple break down of actions: applicant requests vacation; Community Development places on a commission agenda; and prepares package; Planning & Zoning Commission hears the case and makes a recommendation; City Council hears the case and final decision; if favorable City Manager signs the vacation plat; applicant's engineer/surveyor legally files the plat for permanent record.

Engineering Department has reviewed this case and recommends vacation of 9th St. and alley easement as requested by applicant.

1. Existing 9th St. is centered in the operations of Roswell Ford. Right of way width extends from face of building to face of building. See enclosed aerial photo from Chaves County Parcel Map.
2. Existing 9th has primarily been used by Roswell Ford for parking of vehicles being serviced and sold. See attached Google photos 2008, 2013, 2021. The use of 9th St. is already primarily support of Roswell Ford.
3. Vacating 9th St. would remove 9th from the responsibility of maintenance from the Streets Department. Such potholes, curb repair, brick paver repair and other. 9th St. was not put on the mill/fill list for post 2024 flood. Based on the recently completed mill/fill streets in the flood area, calculating present worth costs from ITB-25-001 FY 25 Mill/Fill, the square yard cost is $29.25. The pavement area is approximately 1326 square yard. The savings not to mill/fill 9th is $38,787.55.
4. Similarly, the alley is a paved alley. Removing the alley off of the inventory for pavement maintenance and pothole patrol would be a savings to the City.

5. Vacation process reverts the area back to a real property, which is then taxable revenue for the City/County.
6. From a future planning perspective, east bound 9th dead ends at Virginia. It serves no other properties or does not continue eastward directional travel.
7. This portion of Roswell has a history of homeless persons. Vacation of alley and fencing of alley would force all pedestrians to use Virginia or Main St. and keep them out of the alley. This is a safer alternative for travel and police enforcement.
8. The case packet on paragraph 7, page 36 of 75 also defines other requirements for this case.
9. The vacation of 9th St. and creation of alley easement also assists with the infill and economic prosperity for the City of Roswell and of course Roswell Ford.
10. Recent 2024 flood event has also impacted the immediate neighborhood with the severe damage to the Roswell Convention Center & Goddard Museum. Additional improvements to Roswell Ford would be a welcome sight to the neighborhood.

In closing, Engineering Department recommends vacation of 9th St. and creation of alley easement as requested in P&Z CASE VAC-25-0007. Current 9th St. use is not an essential street nor needed for municipal purpose. Vacation of 9th St and creation of alley easement will ease the fiscal burden and liability of the municipality of Roswell, NM.

Sincerely,

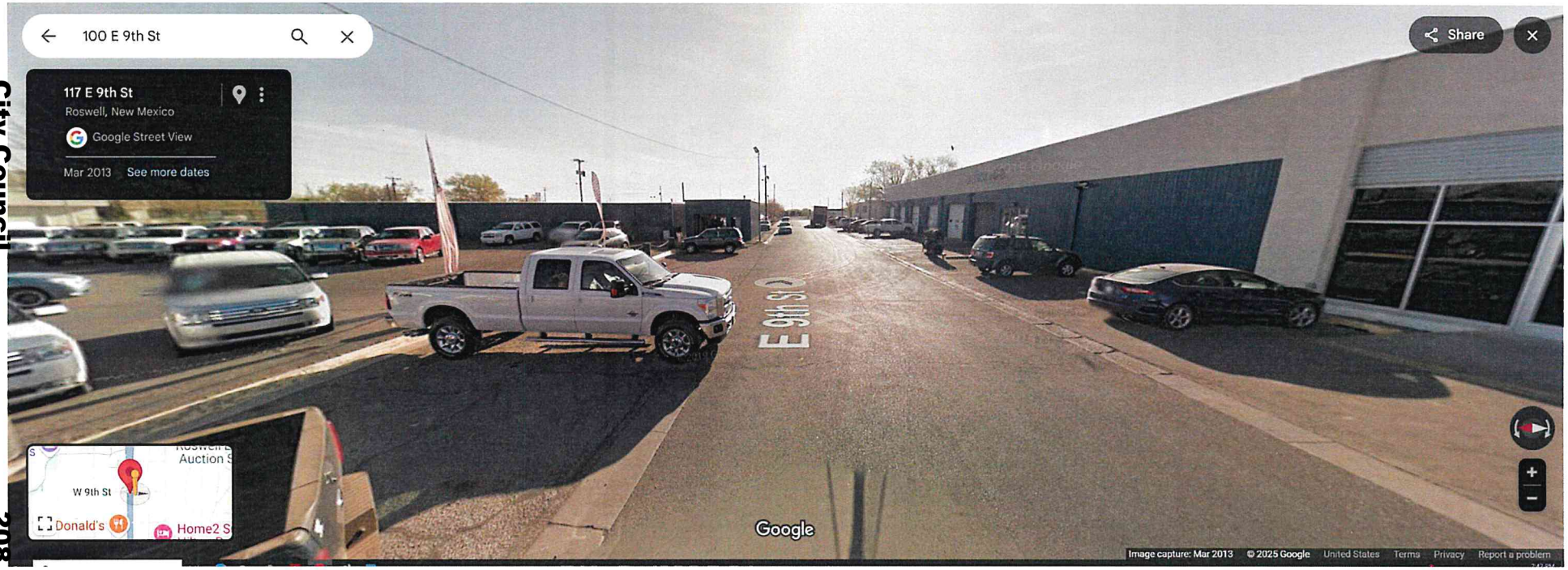
Louis Najar, P.E.
City Engineer

Cc: James MacCornack

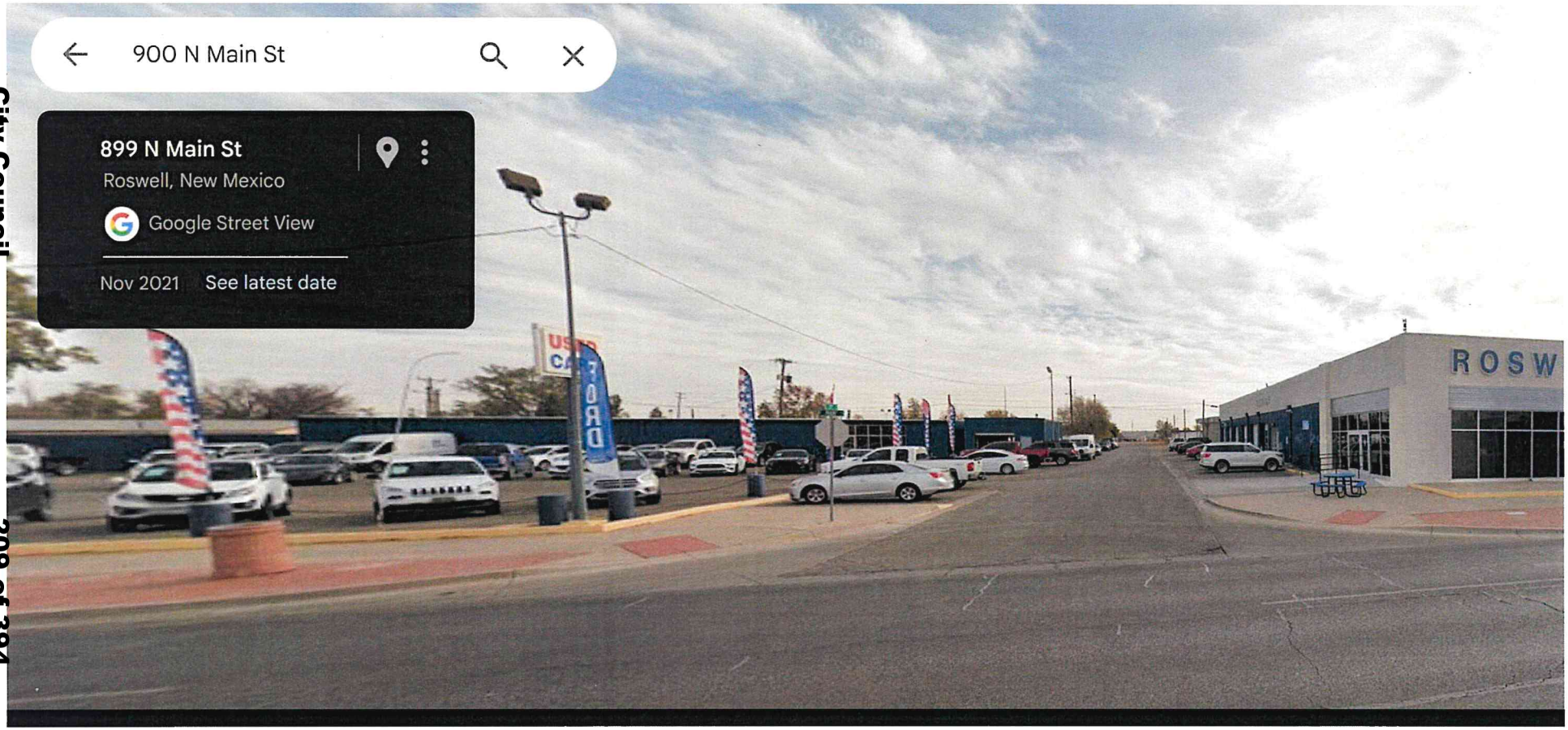
N Virginia Ave
N Virginia Ave
E 9th St
E 9th St
E 9th St
911
110
821
Property Line
Property Line
N Main St
N Main St


100 E 9th St
117 E 9th St
Roswell, New Mexico
Google Street View
Mar 2008
See latest date
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MARCH 2008


100 E 9th St
117 E 9th St
Roswell, New Mexico
Google Street View
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MARCH 2013



November 2021

ORDINANCE 24-03

ARTICLE VII. -Real Property Transactions

Sec. - 2-201 - No Existing Municipal Purpose

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

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

Sec. 2-202 - Appraisal

(a) Prior to sale, lease, or exchange of real property, the Mayor and City Manager or his designee shall cause an appraisal to be made by a qualified appraiser. For property appraised in excess of $25,000.00, excluding real property of any value normally leased in the regular operations, the following applies:

ill If the sale or lease price is less than the appraised value, the Mayor and City Manager or his designee shall cause a detailed written explanation of that difference to be prepared prior to sale or lease, and the written explanation shall be made available to any interested member of the public upon demand.

ill No real property shall be sold or exchanged for less than 90% of its appraised value unless for the development of affordable housing or to the state, any of its political subdivisions or to the federal government after a determination by the administration or governing body as provided herein that such sale, exchange, or donation is in the best interests of the City.

Sec - 2-203 - Notice and Approval of Sales

(a) Real property having a value of $10,000.00 or less may be sold for cash at a public or private exchange by the Mayor and City Manager or his designee without prior approval from the governing body.

ill Such sales shall be communicated in writing to the legal committee by the administration at the next regular meeting of the governing body.

(b) Real property having a value in excess of $10,000.00 and up to $25,000.00 may be sold by a majority vote of the governing body.

(c) Real Property having a value in excess of $25,000.00 shall be by ordinance of the municipality. Such an ordinance shall be effective forty-five days after its adoption, unless a referendum election is held pursuant to NMSA 1978, 3-54-1. The ordinance shall be published prior to adoption pursuant to the provisions of§ 3-l-2(J) and Section §3-17-3 and shall be published after adoption at least once within one week after adoption pursuant to the provisions of §3-l-2(J). Such publications shall concisely set

forth at least:

ill the terms of the sale or lease;
ill the appraised value of the real property;
ill the time and manner of payments on the sale or lease;
fi) the amount of the sale or lease;
ill the identities of the purchasers; add
.(fil the purpose for the municipality making the sale or lease.

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

APPRAISAL OF REAL PROPERTY

Vacant Land
East 9th Street Right of Way and Unnamed Alley
Roswell, Chaves County, NM 88201

IN AN APPRAISAL REPORT

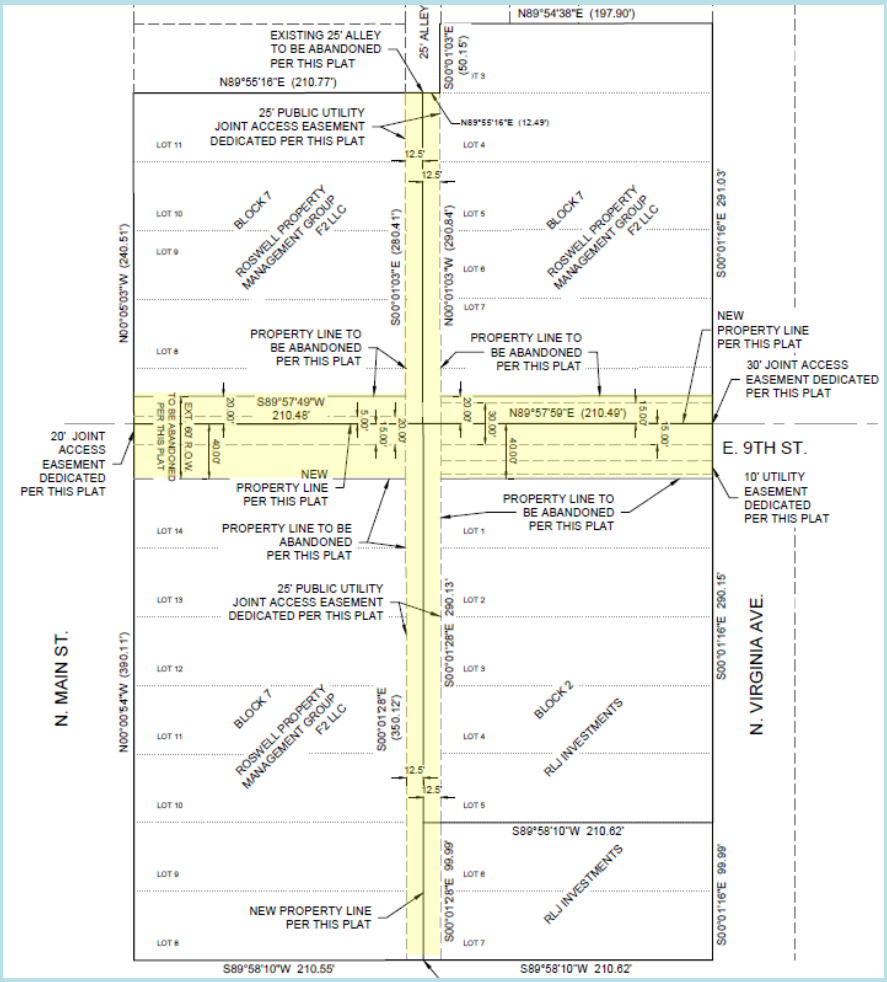
As of April 18, 2025

Prepared For:

TNT Construction
PO Box 1858/2211 W. Second
Roswell, NM 88202

Prepared By:

Cushman & Wakefield Western, Inc.
Valuation & Advisory
900 Wilshire Blvd., Suite 2400
Los Angeles, CA 90058



Vacant Land

East 9th Street Right of Way and Unnamed Alley

Vernon, Chaves County, NM 88201

April 30, 2025

Mr. Toby Gross
Partner
TNT Construction
PO Box 1858/2211 W. Second
Roswell, NM 88202

Re: Appraisal Report

Vacant Land
East 9th Street Right of Way and Unnamed Alley
Roswell, Chaves County, NM 88201

Dear Mr. Gross:

In fulfillment of our agreement as outlined in the Letter of Engagement copied in the Addenda, we are pleased to transmit our appraisal of the above referenced property in the following Appraisal Report.

The subject property consists of a 39,535 square feet (0.91-acre) site located between four quadrants of land, three of which comprise the Roswell Ford dealership in Roswell, New Mexico. The City of Roswell has preliminarily agreed to the potential sale of the land within the East 9th Street right of way that fronts the Ford dealership, as well as the alley that bisects the eastern and western sides of the dealership. The East 9th Street portion of the subject property is east of North Main Street and West of North Virginia Avenue, and the unnamed alley portion of the subject is 198 Feet East of North Main Street, south of East 10th Street and North of East 8th Street. The 0.91-acre subject property is not yet platted (and thus cannot be identified through APNs) but is within the C-2 and I-1 zoning districts, with the alleyway portion not zoned. The subject property is unimproved. We note that the subject property is noted as 35,535 square feet or 0.91 acres, according to the survey provided by the client. We have relied on this figure for our analysis.

This Appraisal Report has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).

Based on the agreed-to Scope of Work, and as outlined in the report, we developed the following opinion:

Value Conclusion

Appraisal Premise	Real Property Interest	Date of Value	Value Conclusion
Market Value As-Is	Fee Simple	April 18, 2025	$14,000

Compiled by Cushman & Wakefield Western, Inc.

Extraordinary Assumptions

For a definition of Extraordinary Assumptions please see the Glossary of Terms & Definitions. The use of extraordinary assumptions, if any, might have affected the assignment results.

We have not received an Environmental Impact Report (EIR) as of the date of this report. This appraisal assumes the subject is free and clear of any contamination issues.

This appraisal assumes that the subject will be platted and that the proposed easements described herein are recorded. We have relied on the client's mapping and noted sizes herein for the size of the subject property. Should this differ from the subject property's total size, we also reserve the right to amend our value opinions.

Hypothetical Conditions

For a definition of Hypothetical Conditions please see the Glossary of Terms & Definitions. The use of hypothetical conditions, if any, might have affected the assignment results.

This appraisal does not employ any hypothetical conditions.

This letter is invalid as an opinion of value if detached from the report, which contains the text, exhibits, and Addenda.

Respectfully submitted,

CUSHMAN & WAKEFIELD WESTERN, INC.



John Kirby, MAI
Executive Managing Director
NM Certified General Appraiser
License No. 03437-G
john.kirby@cushwake.com
(602) 229-5933 Office Direct

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Summary of Salient Facts and Conclusions

BASIC INFORMATION	
Common Property Name:	Vacant Land
Address:	East 9th Street Right of Way and Unnamed Alley Roswell, New Mexico 88201
County:	Chaves County
Property Ownership Entity:	City of Roswell

SITE INFORMATION		
Land Area:	39,535 Square Feet	0.91 Acres
Site Shape:	Irregularly shaped	
Site Topography:	Level at street grade	
Frontage:	Fair	
Site Utility:	Poor	
Flood Zone Status:		
Flood Zone:	X & AH	
Flood Map Number:	35005C1370D	
Flood Map Date:	September 25, 2009	

MUNICIPAL INFORMATION	
Assessment Information:	
Assessing Authority:	Chaves County
Assessor's Parcel Identification:	No Platted APNs
Current Tax Year:	2024/2025
Taxable Assessment:	Not Applicable
Current Tax Liability:	Not Applicable
Zoning Information:	
Municipality Governing Zoning:	City of Roswell
Current Zoning:	C-2, Community Commercial District I-1, Light Industrial District Not Zoned
Across-The-Fence Zoning:	C-2, Community Commercial District I-1, Light Industrial District
Is current use permitted?	Not applicable
Zoning Change Pending:	Not to our knowledge
Zoning Variance Applied For:	Not to our knowledge

HIGHEST & BEST USE

As Vacant:

Assemblage with an adjacent property and development of a commercial project built to its maximum feasible building area, consistent with demand and local market practice

As Improved:

Not applicable; the subject is unimproved

VALUATION INDICES	Market Value As-Is
VALUE DATE	**April 18, 2025**
Land Value	
Indicated Value:	$14,000
Per Square Foot:	$0.35
FINAL VALUE CONCLUSION	
Real Property Interest:	Fee Simple
Concluded Value:	$14,000
Per Square Foot:	$0.35
EXPOSURE AND MARKETING TIMES	
Exposure Time:	12-18 Months
Marketing Time:	12-18 Months

Extraordinary Assumptions

For a definition of Extraordinary Assumptions please see the Glossary of Terms & Definitions. The use of extraordinary assumptions, if any, might have affected the assignment results.

We have not received an Environmental Impact Report (EIR) as of the date of this report. This appraisal assumes the subject is free and clear of any contamination issues.

This appraisal assumes that the subject will be platted and that the proposed easements described herein are recorded. We have relied on the client's mapping and noted sizes herein for the size of the subject property. Should this differ from the subject property's total size, we also reserve the right to amend our value opinions.

Hypothetical Conditions

For a definition of Hypothetical Conditions please see the Glossary of Terms & Definitions. The use of hypothetical conditions, if any, might have affected the assignment results.

This appraisal does not employ any hypothetical conditions.

Property Photographs

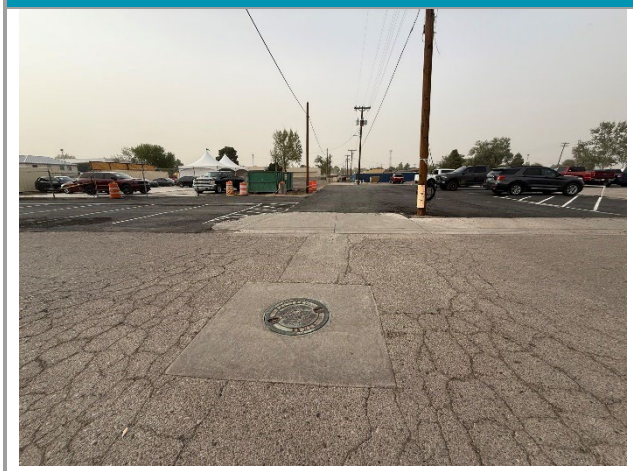
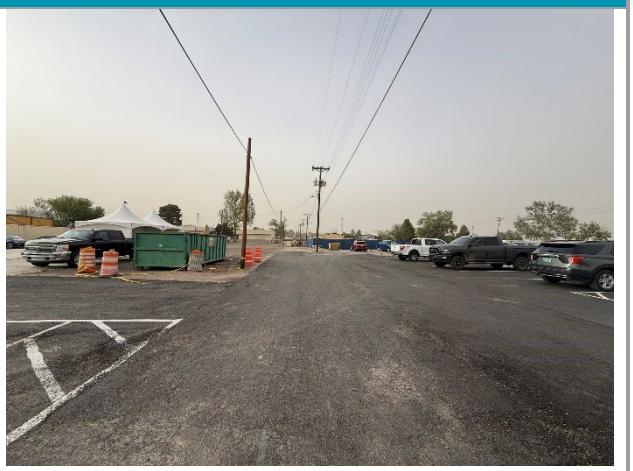
AERIAL PHOTOGRAPH



*The above outlined portion is an approximation of the subject site.

EAST 9TH STREET PORTION OF SUBJECT SITE, LOOKING EAST	EAST 9TH STREET PORTION OF SUBJECT SITE, LOOKING NORTH
	

EAST 9TH STREET PORTION OF SUBJECT SITE, LOOKING WEST	EAST 9TH STREET PORTION OF SUBJECT SITE, LOOKING WEST
	

ALLEYWAY PORTION OF SUBJECT SITE, LOOKING SOUTH ACROSS 9TH STREET	ALLEYWAY PORTION OF SUBJECT SITE, LOOKING NORTH ACROSS 9TH STREET
	

Scope of Work

Overview

Scope of work is the type and extent of research and analyses involved in an assignment. To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the relevant characteristics of the subject property, and other pertinent factors. Our concluded scope of work is summarized below, and in some instances, additional scope details are included in the appropriate sections of the report:

Research

- We inspected the property and its environs. Physical information on the subject was obtained from the property owner's representative, public records, and/or third-party sources.
- Regional economic and demographic trends, as well as the specifics of the subject's local area were investigated. Data on the local and regional property market (supply and demand trends, rent levels, etc.) was also obtained. This process was based on interviews with regional and/or local market participants, primary research, available published data, and other various resources.
- Other relevant data was collected, verified, and analyzed. Comparable property data was obtained from various sources (public records, third-party data-reporting services, etc.) and confirmed with a party to the transaction (buyer, seller, broker, owner, tenant, etc.) wherever possible. It is, however, sometimes necessary to rely on other sources deemed reliable, such as data reporting services.

Analysis

- Based upon the subject property characteristics, prevailing market dynamics, and other information, we developed an opinion of the property's Highest and Best Use.
- We analyzed the data gathered using generally accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value.
- The results of each valuation approach are considered and reconciled into a reasonable value estimate.

This Appraisal Report has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).

Cushman & Wakefield Western, Inc. has an internal Quality Control Oversight Program. This Program mandates a "second read" of all appraisals. Assignments prepared and signed solely by designated members (MAIs) are read by another MAI who is not participating in the assignment. Assignments prepared, in whole or in part, by non-designated appraisers require MAI participation, Quality Control Oversight, and signature.

This appraisal employs only the Sales Comparison Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that this approach would be considered necessary and applicable for market participants. Typical purchasers do not generally rely on the Cost or Income Capitalization Approaches when purchasing a property such as the subject of this report. Therefore, we have not employed the Cost Approach or the Income Capitalization Approach to develop an opinion of market value. The exclusion of these approaches to value does not reduce the credibility of the assignment results.

Report Option Description

USPAP identifies two written report options: Appraisal Report and Restricted Appraisal Report. This document is prepared as an Appraisal Report in accordance with USPAP guidelines. The terms “describe,” “summarize,” and “state” connote different levels of detail, with “describe” as the most comprehensive approach and “state” as the least detailed. As such, the following provides specific descriptions about the level of detail and explanation included within the report:

- Describes the real estate and/or personal property that is the subject of the appraisal, including physical, economic, and other characteristics that are relevant
- States the type and definition of value and its source
- Describes the Scope of Work used to develop the appraisal
- Describes the information analyzed, the appraisal methods used, and the reasoning supporting the analyses and opinions; explains the exclusion of any valuation approaches
- States the use of the property as of the valuation date
- Describes the rationale for the Highest and Best Use opinion

Identification of Property

Common Property Name:	Vacant Land
Address:	East 9th Street Right of Way and Unnamed Alley, Roswell, Chaves County, NM 88201
Location:	East of North Main Street and West of North Virginia Avenue, and 198 Feet East of North Main Street, south of East 10th Street and North of East 8th Street
Tax Parcel Identification:	No Platted APNs
Legal Description:	We do not have a legal description of the subject property, as it has not yet been partitioned off as of the date of this report.

Property Ownership and Recent History

Current Ownership:	As the subject property consists of two public rights of way, the City of Roswell is the current owner.
Sale History:	To our knowledge, the property has not sold or transferred within three years of the effective date of the appraisal.
Current Disposition:	The property is currently in the preliminary negotiation phase for a potential sale between the current owner, City of Roswell and Roswell Property Management Group F2 LLC. We have not received a pending price or purchase and sale agreement as of the date of this appraisal. It is our understanding that the subject property was not for sale on the open market, and no other offers have been brought to our attention.

Dates of Inspection and Valuation

Effective Date(s) of Valuation:

As Is:	April 18, 2025
Date of Report:	April 30, 2025
Date of Inspection:	April 18, 2025
Property Inspected by:	John Kirby, MAI inspected the subject property.

Client, Intended Use and Users of the Appraisal

Client:	TNT Construction
Intended Use:	This appraisal is intended to provide an opinion of the Market Value of the Fee Simple interest in the property for internal use by the client in conjunction with a potential sale of the subject property. This report is not intended for any other use.
Intended User:	This appraisal report was prepared for the exclusive use of TNT Construction and its agents. Use of this report by others is not intended by the appraiser. Please see the Engagement Letter in the addenda.

Across-the-Fence Method

The following definitions are also sourced from The Dictionary of Real Estate Appraisal.[I]

- Across-the-Fence is a land valuation method often used in the appraisal of corridors. The across-the-fence method is used to develop a value opinion based on comparison to abutting land.

In this analysis we have used the Across-the-Fence methodology to determine the appropriate highest and best use for the subject site. We then conclude a **discounted land value** for a corridor acquisition (such as for a pipeline, transmission line, or roadway), appraisers often apply the **Across the Fence (ATF)** methodology, which estimates the corridor's value based on adjacent land uses. This method involves the following steps:

1. **Identify Adjacent Land Uses:** Determine the types, zoning, and values of properties abutting or influencing the corridor. These are the "across the fence" comparables.
2. **Estimate ATF Unit Value:** Analyze sales of similar nearby properties to establish a market-supported **per-square-foot or per-acre unit value** of the land adjacent to the corridor.
3. **Apply a Corridor Factor (or Corridor Discount):** Recognize that corridors typically have limited utility compared to adjacent parcels. Apply a **corridor factor**—often ranging up to **90%** depending on width, shape, access, use restrictions, and market demand—to adjust the ATF value downward to reflect the reduced utility and marketability of the corridor parcel.

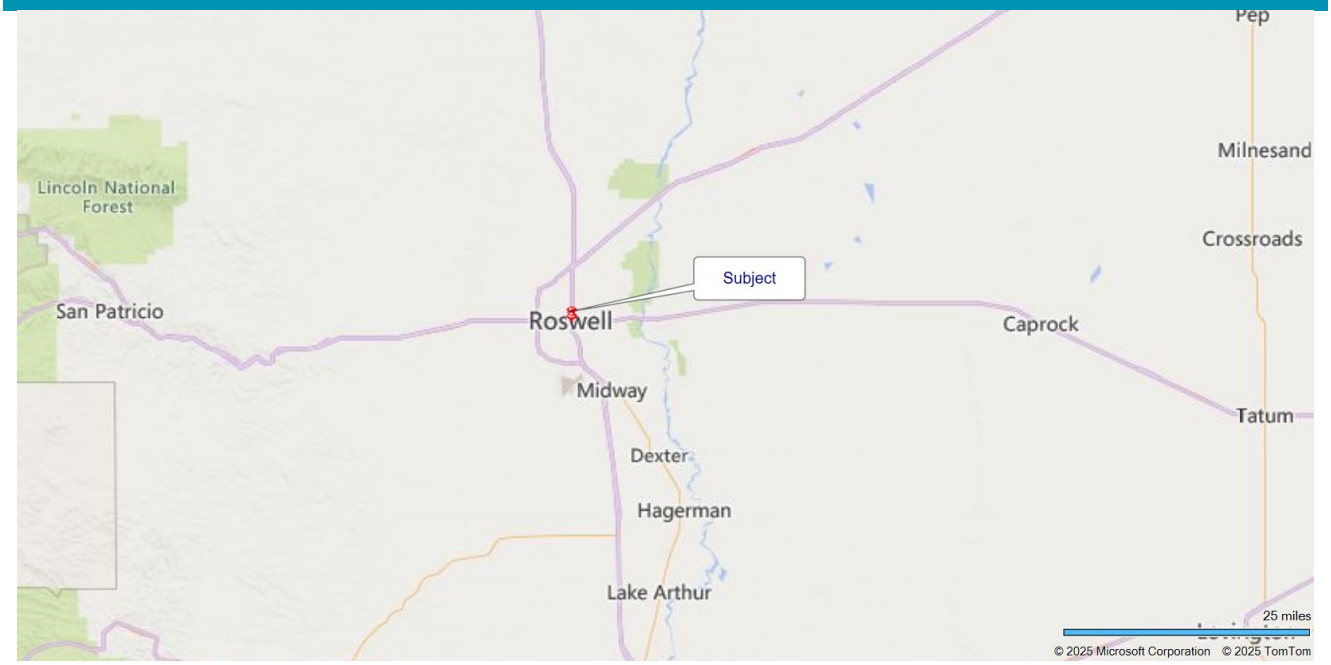
[I] Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015).

4. **Calculate Discounted Corridor Value:** Multiply the ATF unit value by the corridor factor to arrive at a **discounted unit value**, then multiply by the total land area of the corridor.

5. **Reconcile and Support:** Ensure the applied corridor factor is well-supported by market evidence (e.g., paired sales, corridor sales, interviews with market participants). Adjust as needed for property-specific characteristics.

Regional Analysis

REGIONAL MAP



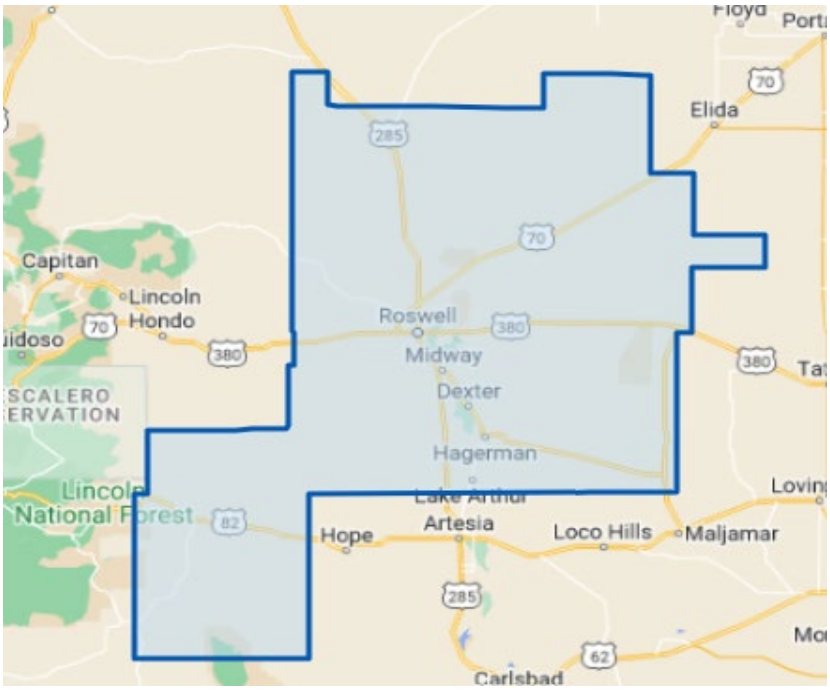
Roswell, NM Regional Market Analysis

Introduction

Roswell is in southeastern New Mexico and is the county seat of Chaves County. In total, Chaves County has a population of 65,478 residents, with Roswell accounting for approximately 37% of the total population, according to Experian Marketing Solutions' 2023 estimate. The county is bordered by De Baca County to the north, Lea County to the east, Eddy County to the south, and Lincoln County to the West. Chaves County has a total area of 6,075 square miles and is the fourth-largest county by area in the state of New Mexico. Additionally, Roswell is one of the most livable areas in southeast New Mexico given its favorable climate and diverse economy that is supported by the healthcare, agriculture, and energy sectors.

Map

The following map displays Roswell, New Mexico, and Chaves County:



Source: CoStar Group Inc. and Cushman & Wakefield Valuation & Advisory

Current Trends

Chaves County provides its residents and visitors with a great place to live, and work given its enjoyable climate. The regional economy is supported by several industries, but healthcare and retail trade are the two main pillars of the region. Additionally, tourism is important in Chaves County as well as the aviation industry. The International UFO Museum and Research Center is located in Roswell and is a major draw for tourists as visitors come to learn about the Roswell UFO incident of 1947 and other extraterrestrial-themed attractions. Moreover, Chaves County's unemployment rate is 4.2% as of September 2024.

Further considerations are as follows:

- In August 2024, the Roswell Economic Development Finance Committee approved advancing a project participation agreement involving the city, the state and Built Wise Structures of New Mexico LLC. The initiative aims to redevelop the Millennium Transit Service Bus factory that has sat vacant for 15 years, located on city-owned land at the Roswell Air Center. Turnkey Ventures Inc., the purchaser, plans to invest $11.8 million into the New Mexico expansion, creating over 330 jobs in Roswell and establishing the community as a hub for manufacturing modular home products. This project brings significant benefits to Roswell, including affordable housing, job creation, and the revitalization of a long-vacant property. The committee has forwarded an intergovernmental agreement between the city and the New Mexico Economic Development Department to the council for review. Construction is expected to begin in 2025.
- CAVA Aerospace recently finalized an agreement with Roswell Job Corps to participate in a work-based learning program, offering maintenance training to residents aspiring to join the aerospace industry. The company also partnered with Eastern New Mexico University-Roswell to provide ATA 104-compliant aircraft training for its employees. In addition, CAVA Aerospace has announced expansion plans for its Roswell-Chaves County location, a positive development for the local job market. Known for hiring directly from the county, CAVU Aerospace remains committed to investing in the Chaves region. The company envisions Roswell as a community where employees can build careers, establish roots, and grow their families.
- Roswell, New Mexico, is among the most affordable housing markets in the United States. The median sales price for a single-family home in October 2024 was $247,000, marking a 24.2% increase year-over-year. Homeownership in Chaves County stands at 67.4% and as of August 2024, 68 single-family home permits have been issued.

Demographic Characteristics

Chaves County lacks high-wage industries that offer high-paying jobs and salaries. This corresponds to lower income levels for the county when compared to the United States. In Chaves County, the median annual household income measures almost 34% lower than the United States median annual household income, at $45,193. Additionally, the county has a higher concentration of households earning under $50,000 than the rest of the United States. The lower level of income is driven by a lack of educational attainment as 18.3% of county residents have attained a bachelor's or advanced degree, trailing the national level of 32.9%.

The following chart compares the demographic characteristics of Roswell, NM with those of the United States:

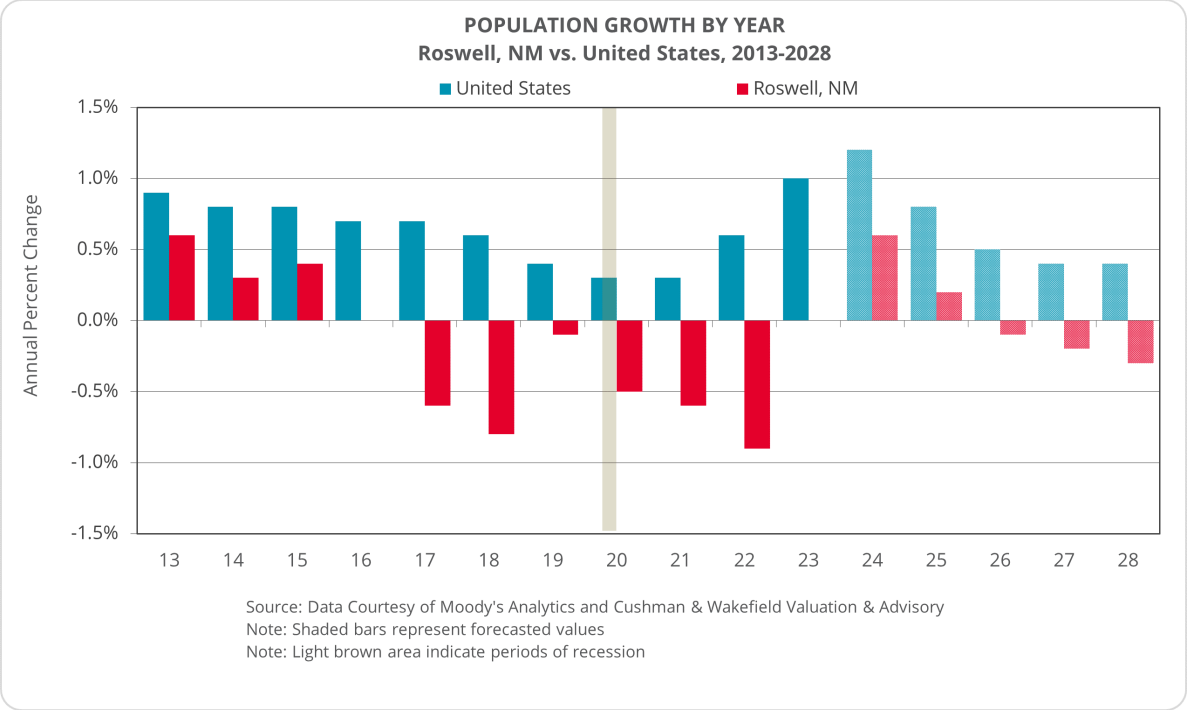
Demographic Characteristics Chaves County, NM vs. United States 2023 Estimates		
Characteristic	Chaves County, NM	United States
Median Age (years)	36	39
Average Annual Household Income	$64,931	$100,106
Median Annual Household Income	$45,193	$68,480
Households by Annual Income Level:		
<$25,000	28.6%	17.7%
$25,000 to $49,999	26.4%	19.4%
$50,000 to $74,999	17.4%	17.1%
$75,000 to $99,999	11.0%	13.3%
$100,000 plus	16.6%	32.6%
Education Breakdown:		
< High School	21.5%	11.7%
High School Graduate	28.7%	26.9%
College < Bachelor Degree	31.5%	28.6%
Bachelor Degree	11.5%	20.2%
Advanced Degree	6.8%	12.7%

Source: © 2023 Experian Marketing Solutions, Inc. •All rights reserved•
Cushman & Wakefield Valuation & Advisory

Population

The Roswell, NM regional population growth has trailed national population growth, averaging -0.3% annually from 2013 through 2023. During the same time period, Roswell, NM's population growth has trailed national population expansion by an average of 90 basis points and is forecast to increase to an average annual growth rate of -0.1% through 2028.

The following chart compares population growth between Roswell, NM and the United States:



The following table shows Roswell, NM's annualized population growth:

Annualized Population Growth
Roswell, NM
2013-2028

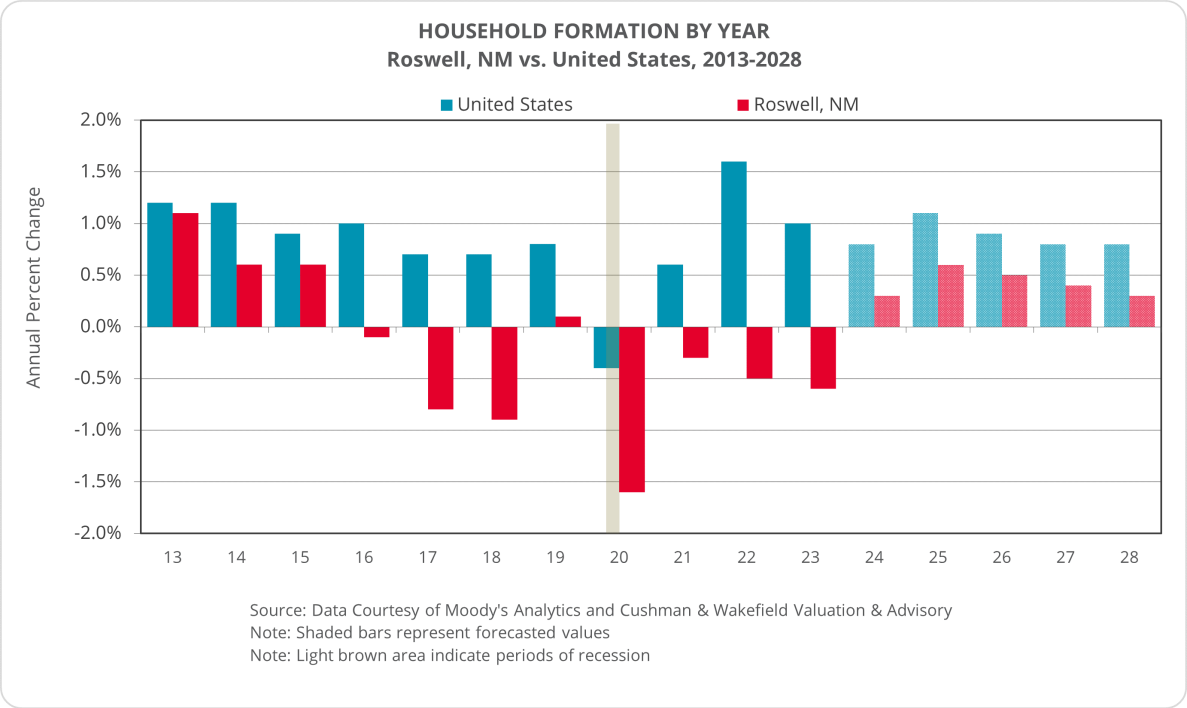
Population (000's)	2013	2023	Forecast 2024	Forecast 2028	Compound Annual Growth Rate 13-23	Compound Annual Growth Rate 24-28
United States	317,418.5	338,081.3	342,050.6	349,349.3	0.6%	0.5%
Roswell, NM	**66.0**	**64.2**	**64.5**	**64.3**	**-0.3%**	**-0.1%**

Source: Data Courtesy of Moody's Analytics, Cushman & Wakefield Valuation & Advisory

Households

Generally, a region's household formation trends are directly tied to its overall population growth, as an increase in the population drives demand for real estate. From 2013 through 2023, the Roswell, NM regional household formation growth rate has trailed national expansion, averaging -0.4% annually. In the same ten-year period, Roswell, NM's household formation growth has trailed national growth by an average of 120 basis points and is forecast to increase to an average annual growth rate of 0.4% through 2028.

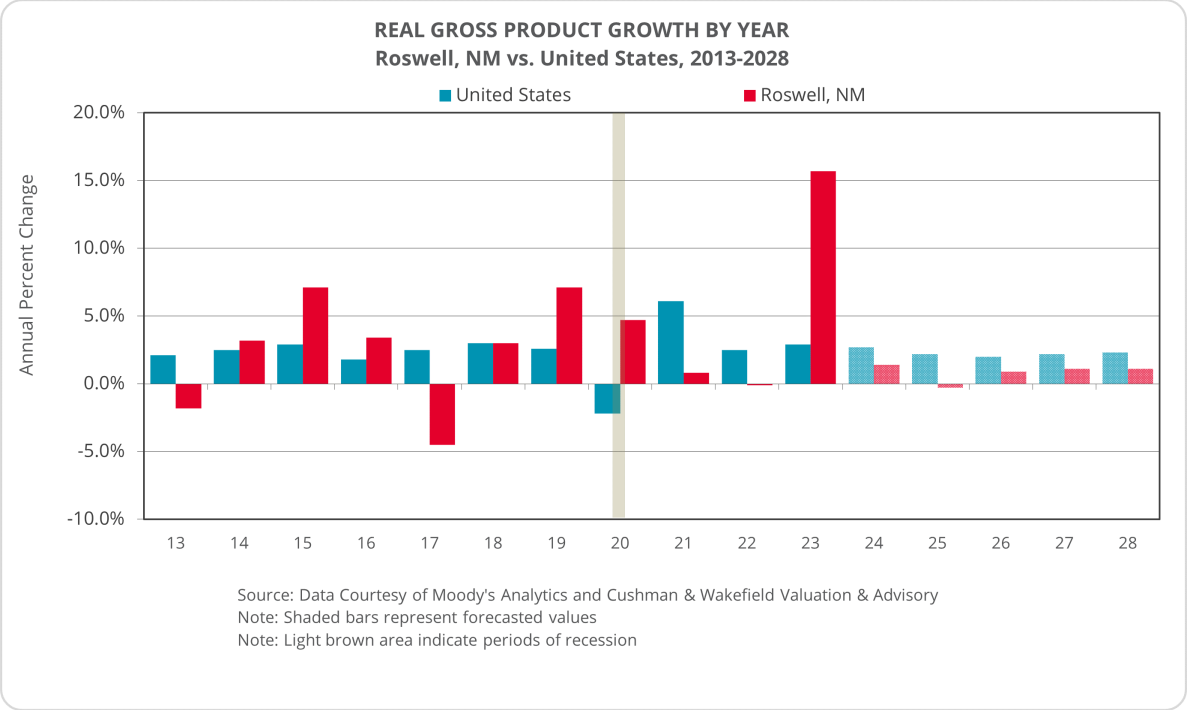
The chart below compares household formation growth between Roswell, NM and the United States:



Gross Metro Product

Gross Metro Product (GMP) is defined as the market value of all final goods and services produced within a metropolitan area, and when compared to the nation's Gross Domestic Product (GDP), can determine shifting economic trends in a given region. Economic growth in Roswell, NM has beat national economic expansion over the decade, averaging 3.9% annually from 2013 through 2023. Over the decade, Roswell, NM GMP has beat national expansion by an average of 150 basis points and is forecast to decrease to an average annual growth rate of 0.7% through 2028.

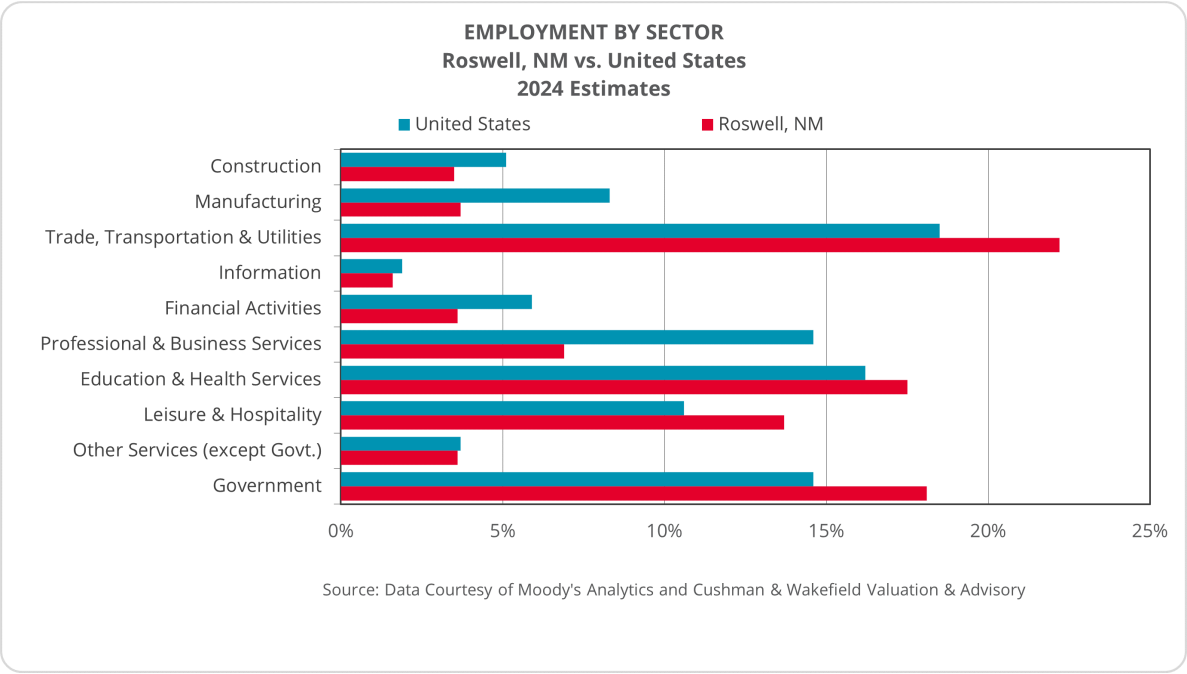
The chart below compares gross product growth by year for Roswell, NM and the United States:



Employment Distribution

The Trade, Transportation & Utilities sector dominates Roswell, NM as the largest employment sector with roughly 22.2% of the regional workforce, compared to 18.5% on the national level. Roswell, NM offers a diverse mix of industry employment with the Government and Education & Health Services sectors accounting for 18.1% and 17.5% of total employment, respectively. Together, these three industries comprise 57.8% of the region's share of employment.

The following chart compares non-farm employment sectors for Roswell, NM and the United States:



Major Employers

The following table lists Roswell, NM's largest employers:

Major Employers
Chaves County,NM

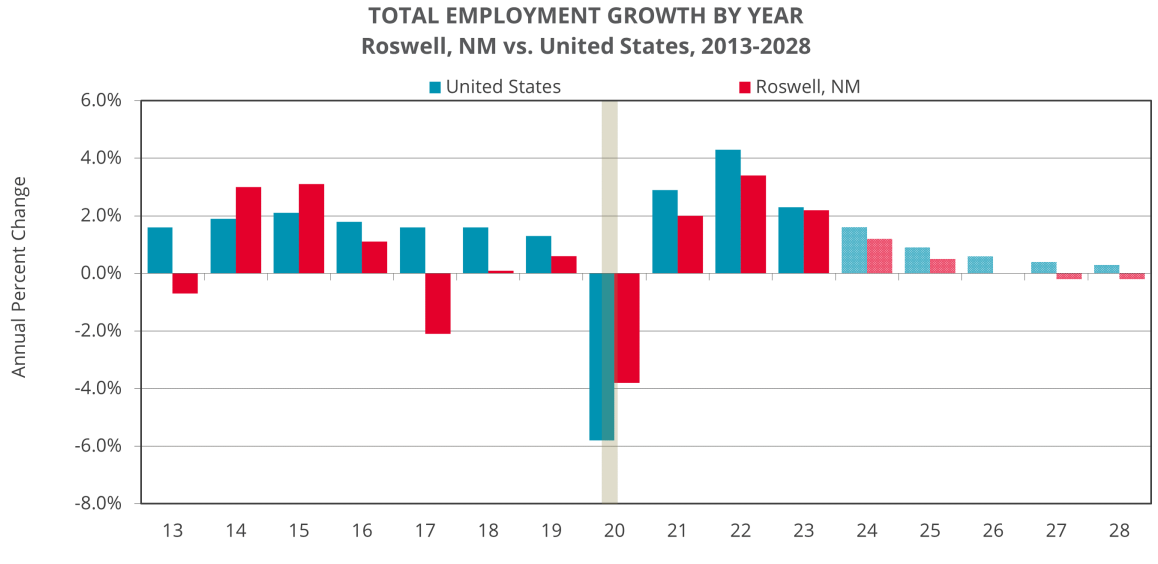
Company	No. of Employees	Business Type
State of New Mexico	1,198	Government
Roswell Schools	1,030	Education
Leprino Foods	600	Manufacturing
Eastern New Mexico Medical Center	522	Healthcare
City of Roswell	555	Government
New Mexico Military Institute	330	Education
Community Healthcare	287	Healthcare
Walmart	275	Retail
Chaves County	268	Government
Krumland Auto Group	253	Retail

Source: New Mexico Partnership, and Cushman & Wakefield Valuation Advisory

Employment Growth

From 2013 through 2023, the Roswell, NM regional employment growth has trailed national expansion, averaging 0.9% annually. During the same time period, Roswell, NM's employment growth has trailed national expansion by an average of 50 basis points and is forecast to decrease to an average annual growth rate of 0% through 2028.

The following chart illustrates employment growth for Roswell, NM, and the United States:

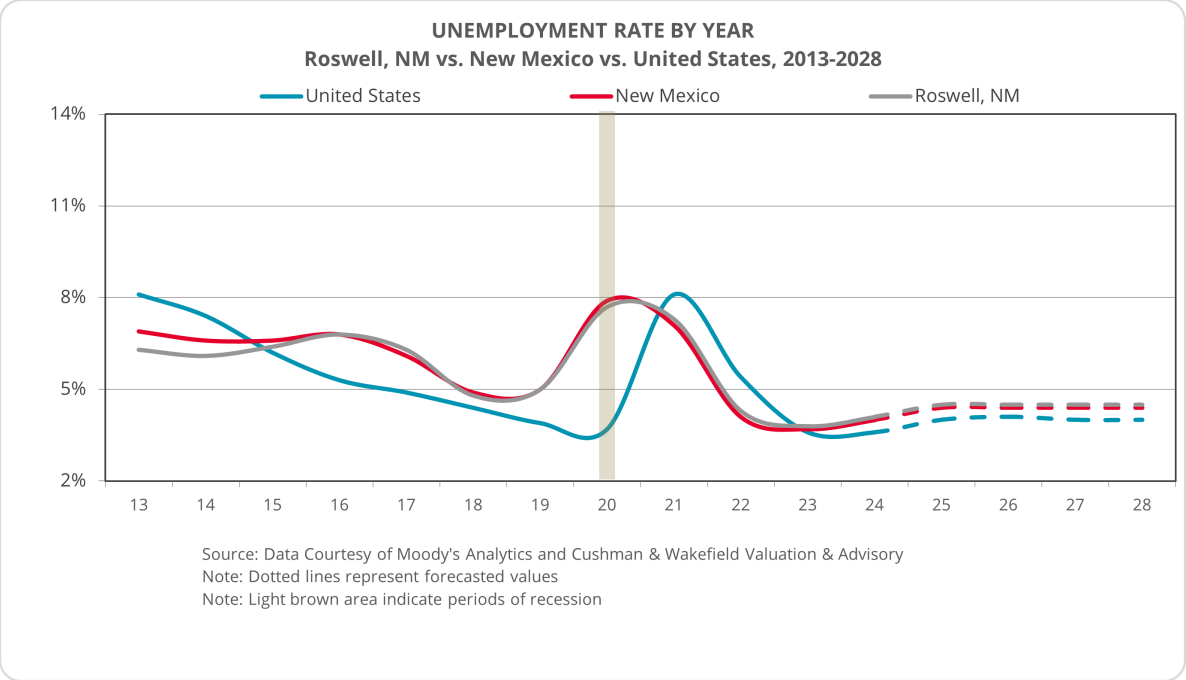


Source: Data Courtesy of Moody's Analytics and Cushman & Wakefield Valuation & Advisory
Note: Shaded bars represent forecasted values
Note: Light brown area indicate periods of recession

Unemployment

From 2013 through 2023, the Roswell, NM regional unemployment rate decreased at an average annual rate of 4.9%, compared to the nation's unemployment rate which decreased at an average annual rate of 6.8%. Roswell, NM's unemployment rate is forecast to increase by an average annual rate of 2.5% between 2024 and 2028.

The graph below illustrates unemployment rates for Roswell, NM, the State of New Mexico, and the United States:

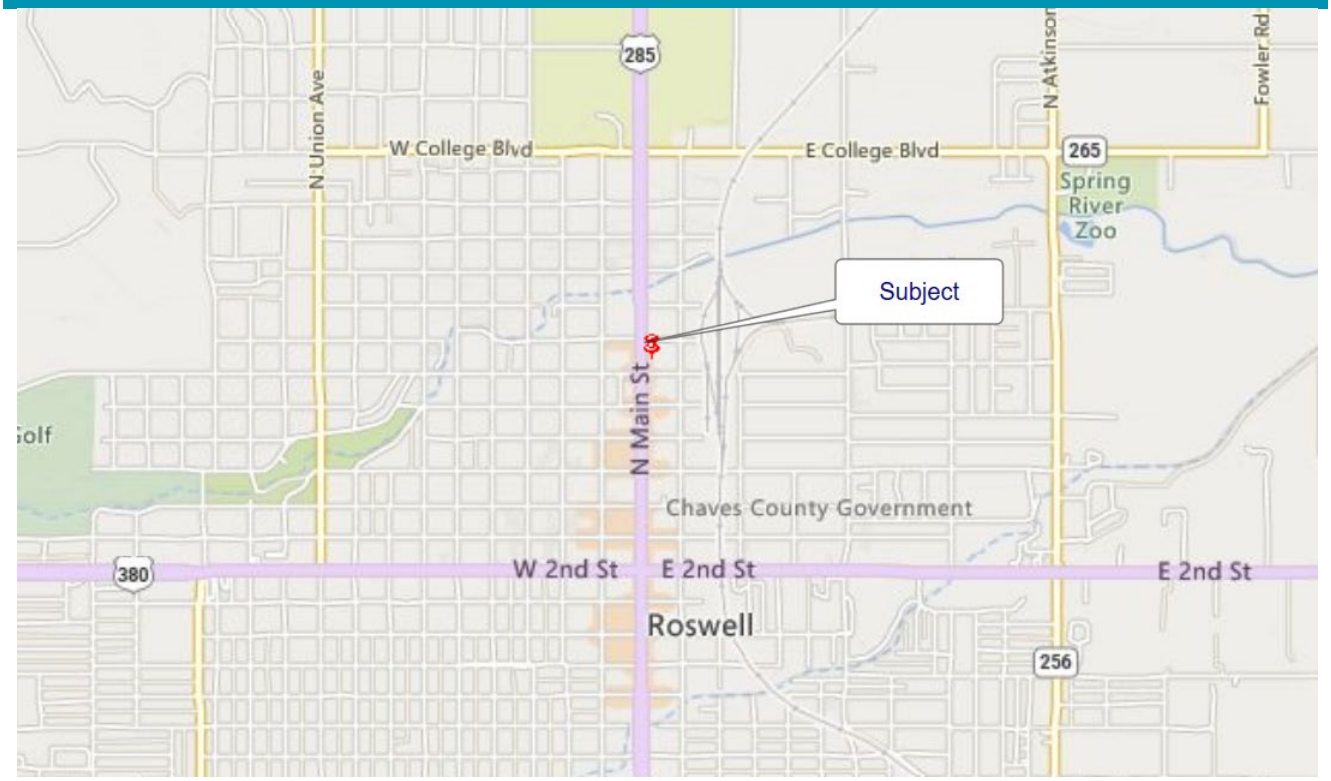


Conclusion

With a median age three years younger than the national average and thriving aviation and manufacturing industries, Chaves County, New Mexico, is rebounding from the effects of the 2020 pandemic. The unemployment rate for both the City of Roswell and Chaves County is 4.5%, slightly above the state rate of 4.3% and the national rate of 4.1%. The redevelopment of the former Millennium Transit Service bus factory at the Roswell Air Center into Turnkey Venture's primary hub for mobile home manufacturing is set to add over 300 jobs, bolstering the economic health of Roswell. Situated in southeastern New Mexico, the county boasts a rich history and remains one of the most livable regions in the area.

Local Area Analysis

LOCAL AREA MAP



Location Overview

The subject property is located between North Main Street and North Virginia Avenue, south of East 10th Street and north of East 8th Street in Roswell, New Mexico. The subject's local area can generally be defined by Highway 70 Business Route to the north, Relief Route to the south, Highway 285 to the east, and the Roswell city limits to the west.

Local Area Analysis

- The subject property is in a stable part of the community that is approximately 85 percent built-out.
- Land uses in the subject's local area consist of generally single family and multi-family residential on the side streets, and a mix of commercial, retail, and office on the main commercial thoroughfares.
- Most development in the area appears to have occurred 30 to 40 years ago, although there has been more recent development in the area as well.
- There are no roadway improvements currently under construction or planned for the subject's local area.
- The nearest access to an expressway is located approximately 110 miles north of the subject property, at the intersection of State Highway 54 and Interstate 40 in Santa Rosa, NM.
- Properties in the subject's local market area generally appear to be functional for their intended use, and they exhibit minimal deferred maintenance and high occupancy levels.

Land Uses Adjacent to the Subject Property

Land uses adjacent to the subject property, or in proximity, include the following:

North:	Gas station with convenience store and car wash, followed by vacant land and a mix of retail uses
South:	Various retail uses including restaurants, a cannabis dispensary, gift stores, and sporadic office and hotel/motel uses
East:	Various industrial uses followed by a railway oriented in a north/south direction
West:	Various retail and office uses, followed by single family and low-density multi-family residential uses

Special Hazards or Adverse Influences

There are no special hazards or detrimental conditions that would negatively impact the value of the subject property.

Land Use Changes

Our inspection revealed no pattern of land use changes that might impact the value of the subject property over the long term.

Conclusion

- The subject's local area appears to be in the stable stage of its life cycle.
- There is no significant evidence of external obsolescence, functional obsolescence, and/or significant deferred maintenance affecting properties in the subject's neighborhood.

Based on the preceding discussion, we believe the outlook for the subject's local area is positive.

Property Analysis

Site Description

GENERAL

Location:	East 9th Street Right of Way and Unnamed Alley Roswell, Chaves County, NM 88201
Shape:	Irregularly shaped
Topography:	Level at street grade
Land Area:	0.91 acres / 39,535 gross square feet
Access, Visibility and Frontage:	The subject consists of two long stretches of land within two existing rights of way. After the subject site is partitioned off, it will no longer be used for public right of way use. It will have fair access, frontage, and visibility. Based on the mapping provided by the client, the property appears to have frontage as follows:

N Main Street:	60 feet
N Virginia Avenue:	60 feet
E 10th Street:	25 feet
E 8th Street:	25 feet

Utilities:	All public utilities are available and deemed adequate. Utility providers for the subject property are as follows:

Water	City of Roswell
Sewer	City of Roswell
Electricity	Central Valley Electric Cooperative
Gas	New Mexico Gas Company
Telephone	Various

Site Improvements:	The site contains asphalt and concrete paving, curbing, gutters, and drainage.

SITE CONDITIONS

Soil Conditions:	We were not given a soil report to review. However, we assume that the soil's load-bearing capacity is sufficient to support existing and/or proposed structure(s). We did not observe any evidence to the contrary during our physical inspection of the property. Drainage appears to be adequate.

Land Use Restrictions:	We were not given a title report to review.
Alleyway:	We have made assumptions about easements within the **alley portion** of the subject site, including the following, for the entire length of the alley: • An **existing** sewer line easement, assumed to begin 6 feet below ground, 2 feet in diameter • An **existing** gas line easement, assumed to be 3 feet below ground, 3 feet in diameter • An **existing** powerline easement, assumed to be 10 feet in width above ground • A **proposed** blanket public utility easement, assumed to be for maintenance and ingress/egress, noted to be 25 feet in width
E. 9th St. (West):	Additionally, we have made assumptions about easements within the **western side of the East 9th Street portion** of the subject site, including the following, for the entire length of the right of way: • A **proposed** access easement, 20 feet wide
E. 9th St. (East):	Also, we have made assumptions about easements within the **eastern side of the East 9th Street portion** of the subject site, including the following, for the entire length of the right of way: • A **proposed** access easement, 30 feet wide • An **existing** powerline easement, 10 feet in width above ground Beyond those noted above, we do not know of any easements, encroachments, or restrictions that would adversely affect the site's use. However, we recommend a title search to determine whether any adverse conditions exist.
Hazardous Substances:	We have not received an Environmental Impact Report (EIR) as of the date of this report. We observed no evidence of toxic or hazardous substances during our inspection of the site. However, we are not trained to perform technical environmental inspections and recommend the hiring of a professional engineer with expertise in this field.
Flood Zone Description:	The subject property is located in flood zone X (Areas determined to be outside the 500-year flood plain) as well as flood zone AH (special flood areas subject to inundation by 100-year shallow flooding) as indicated by FEMA Map 35005C1370D, dated September 25, 2009. The flood zone determination and other related data are provided by a third-party vendor deemed to be reliable. If further details are required, additional research is required that is beyond the scope of this analysis.

CONCLUSIONS

Overall Site Utility:	The subject site is functional for a future commercial use, if assembled with an adjacent parcel, with development only possible on the unencumbered portions of the East 9th Street portion(s) of the subject property.
Location Rating:	Fair

Summary: The property is located in the city of Roswell, along North Main Street. The subject location is considered average, given the less strong retail pull in the subject's immediate vicinity. Access is considered to be fair, but if assembled with an adjacent property, holds potential for future commercial use on the portions of the East 9th Street portion(s) of the subject property that are unencumbered.

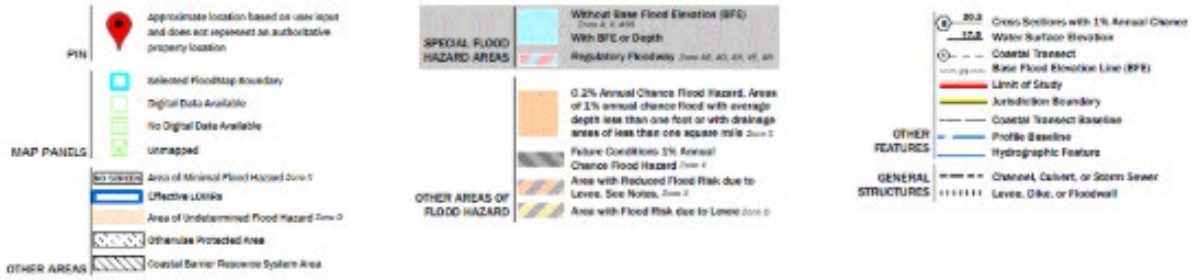
ASSESSOR'S PARCEL MAP BOUNDARIES (PLAT MAP UNAVAILABLE)



Outline of subject property is approximate.

FLOOD MAP


3568
Zone AH
Roswell, City of
350006
35005C1370D
eff. 9/25/2009
LOMR 11-06-0142P
eff. 3/23/2012
33.401320, -104.522709
USGS, USDA, The National Map: Orthoimagery. January 09, 2025.
Powered by Esri


PIN
Approximate location based on user input and does not represent an authoritative property location
MAP PANELS
Selected Firmette Boundary
Digital Data Available
No Digital Data Available
Unmapped
OTHER AREAS
Area of Minimal Flood Hazard
Effective LOMRs
Area of Undetermined Flood Hazard
Otherwise Protected Area
Coastal Barrier Resource System Area
SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE)
With BFE or Depth
Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD
0.2% Annual Chance Flood Hazard. Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile
Future Conditions 1% Annual Chance Flood Hazard
Area with Reduced Flood Risk due to Levee. See Notes.
Area with Flood Risk due to Levee
OTHER FEATURES
Cross Sections with 1% Annual Chance
Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature
GENERAL STRUCTURES
Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall

Improvements Description

The subject property is a vacant site containing 39,535 square feet or 0.91 acres. The site is currently zoned C-2, Community Commercial but has two long intersecting areas of land creating an irregular x-shape, indicating the subject is an uneconomic unit on a standalone basis. Therefore, the traits of this subject parcel assume the Across-The-Fence zoning designation of C-2, Community Commercial for the western side of the property (beginning with the alleyway centerpoint) and the zoning designation of I-1, Light Industrial for the eastern side of the property, in addition to the more regular shape of the entirety of the site owned by Roswell Property Management Group F2 LLC (APNs 4-136-061-049-220-000000, 4-136-061-027-223-000000, and 4-136-061-027-257-000000 totaling 3.82 acres). The site improvements are limited to asphalt and concrete paving, curbing, gutters, and drainage.

Real Property Taxes and Assessments

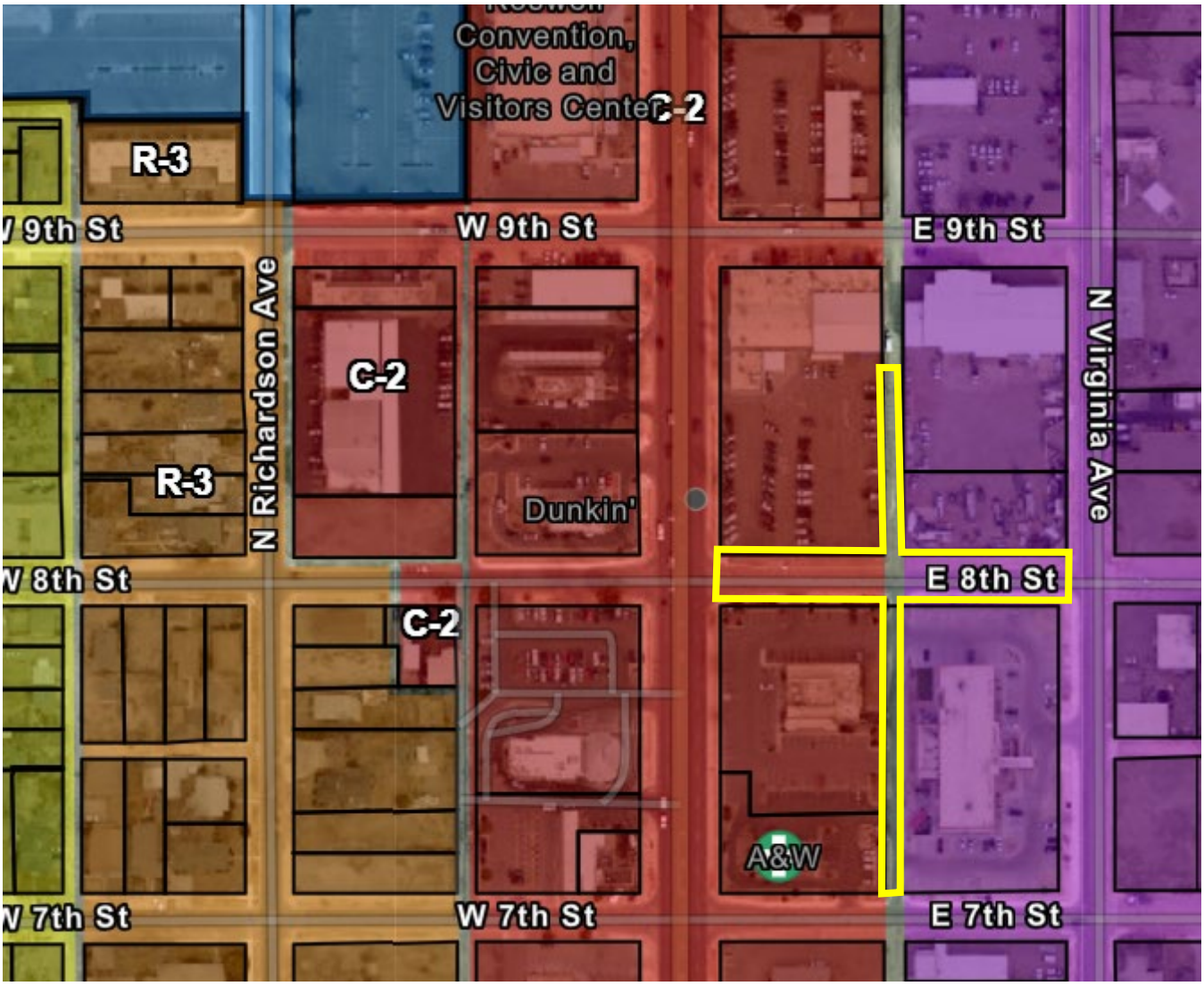
Current Property Taxes

While the subject property is located in the taxing jurisdiction of Chaves County, and the assessor's parcel numbers are not yet platted and are rights of way owned by the City of Roswell. Therefore, there are no taxes associated with the subject property as of our current date of value.

Zoning

General Information

The property is currently zoned C-2, Community Commercial Zone and I-1, Light Industrial Zone as indicated by the map below.



However, because the subject is an uneconomic unit due to its unique irregular shape and limited use possibility, we have utilized the Across-The-Fence methodology to identify the highest and best use of the subject site and

appropriate corresponding zoning designation. Therefore, we have determined that the zoning designation for the subject site is C-2 for the western portion of the subject (beginning with the alleyway centerpoint) and I-1 for eastern portion of the subject (beginning with the alleyway centerpoint) by the jurisdiction of the City of Roswell. Summaries of these zoning designations are provided in the following tables:

ZONING	
Municipality Governing Zoning:	City of Roswell
Current Zoning:	C-2, Community Commercial District / Not Zoned
Across-The-Fence Zoning:	C-2, Community Commercial District
Is Current Use Permitted:	Not applicable
Permitted Uses in I Zone:	Permitted uses include: any permitted use in the C-1 district, amusement parks, athletic clubs/gyms, commercial retail/service stores, professional offices, golf courses, restaurants/food/drink/lounges/liquor, automotive repair (light with temporary outside storage utilizing no more than 20% of net area of the lot); special uses include automobile service stations and parking lots

ZONING REQUIREMENTS	CODE
Minimum Lot Area:	N/A
Maximum Building Height:	45 feet
Maximum Floor Area Ratio (FAR):	N/A
Maximum Lot Coverage (% of Lot Area):	
Minimum Yard Setbacks:	
Front (Feet):	40 feet, or the setback line established by an existing principal building on an adjacent lot within the same block
Rear (Feet):	15 feet
Side (Feet):	None, except where the side yard is on the street side of a corner lot, the minimum side yard setback shall be 30 feet or the setback line established by an existing principal building on an adjacent lot within the same block, whichever is less.
Street Side (Feet):	N/A
Required On-Site Parking:	
Spaces per 1,000 Square Feet:	
Spaces per Square Foot:	**Business, professional, medical, or public office building: One per 200 square feet of net floor area. Motor vehicle or machinery sales: Three plus, one per 300 square feet of net floor area.**

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ZONING

Municipality Governing Zoning:	City of Roswell
Current Zoning:	I-1, Light Industrial District / Not Zoned
Across-The-Fence Zoning:	I-1, Light Industrial District
Is Current Use Permitted:	Not applicable
Permitted Uses in I Zone:	Permitted uses include: any permitted use in the C-2 district except for assisted living homes, group care homes, covalescent homes, etc., any primary use which includes light manufacturing, fabrication, assembly/disassembly, processing or treatment of goods and products, bus stations and terminals, warehouses with outside storage, and automotive repair (heavy).

ZONING REQUIREMENTS	CODE
Minimum Lot Area:	N/A
Maximum Building Height:	45 feet
Maximum Floor Area Ratio (FAR):	N/A
Maximum Lot Coverage (% of Lot Area):	
Minimum Yard Setbacks:	
Front (Feet):	40 feet, or the setback line established by an existing principal building on an adjacent lot within the same block
Rear (Feet):	15 feet
Side (Feet):	None, except where the side yard is on the street side of a corner lot, the minimum side yard setback shall be 30 feet or the setback line established by an existing principal building on an adjacent lot within the same block, whichever is less.
Street Side (Feet):	N/A
Required On-Site Parking:	
Spaces per 1,000 Square Feet:	
Spaces per Square Foot:	**Business, professional, medical, or public office building: One per 200 square feet of net floor area.** **Motor vehicle or machinery sales: Three plus, one per 300 square feet of net floor area.**

Compiled by Cushman & Wakefield Western, Inc.

Zoning Compliance

Property value is affected by whether or not an existing or proposed improvement complies with zoning regulations, as discussed below.

Complying Uses

An existing or proposed use that complies with zoning regulations implies that there is no legal risk and that the existing improvements could be replaced “as-of-right.”

Pre-Existing, Non-Complying Uses

In many areas, existing buildings pre-date the current zoning regulations. When this is the case, it is possible for an existing building that represents a non-complying use to still be considered a legal use of the property. Whether or not the rights of continued use of the building exist depends on local laws. Local laws will also determine if the existing building may be replicated in the event of loss or damage.

Non-Complying Uses

A proposed non-complying use to an existing building might remain legal via variance or special use permit. When appraising a property that has such a non-complying use, it is important to understand the local laws governing this use.

Other Restrictions

We know of no deed restrictions, private or public, that further limit the subject property's use. The research required to determine whether or not such restrictions exist is beyond the scope of this appraisal assignment. Deed restrictions are a legal matter and only a title examination by an attorney or title company can usually uncover such restrictive covenants. We recommend a title examination to determine if any such restrictions exist.

Zoning Conclusions

We analyzed the zoning requirements in relation to the subject property, and considered the compliance of the existing or proposed use. In the case of the subject, we have determined the appropriate zoning designation of the subject site by using the Across-The-Fence methodology. As such, we have determined the likely and appropriate zoning designation for the subject is C-2 for the portion of the subject west of the alleyway’s centerpoint, and I-1 for the portion of the subject east of the alleyway’s centerpoint. Due to its long sections intersecting to create an irregular x-shape, the C-2 portion of the site would be able to accommodate a commercial building if assembled with an adjacent site, and the I-1 portion of the site would be able to accommodate an industrial building if assembled with an adjacent site.

Detailed zoning studies are typically performed by a zoning or land use expert, including attorneys, land use planners, or architects. The depth of our study correlates directly with the scope of this assignment, and it considers all pertinent issues that have been discovered through our due diligence.

We note that this appraisal is not intended to be a detailed determination of compliance, as that determination is beyond the scope of this real estate appraisal assignment.

Valuation

Highest and Best Use

Highest and Best Use Definition

The Dictionary of Real Estate Appraisal, Seventh Edition (2022), a publication of the Appraisal Institute, defines the highest and best use 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.

To determine the highest and best use we typically evaluate the subject site under two scenarios: as though vacant land and as presently improved. In both cases, the property's highest and best use must meet the four criteria described above.

Highest and Best Use of Site as though Vacant

Legally Permissible

The zoning regulations in effect at the time of the appraisal determine the legal permissibility of a potential use of the subject site. As described in the Zoning section, the subject site currently zoned both C-2, Community Commercial and I-1, Light Industrial by the City of Roswell. Using the Across-The-Fence methodology to determine the highest and best use of the subject, we have determined the zoning for the subject property is C-2 to the west of the alleyway centerpoint, and I-1 to the east of the same centerpoint. Permitted uses in the C-2 zone include: any permitted use in the C-1 district, amusement parks, athletic clubs/gyms, commercial retail/service stores, professional offices, golf courses, restaurants/food/drink/lounges/liquor, automotive repair (light with temporary outside storage utilizing no more than 20% of net area of the lot); special uses include automobile service stations and parking lots. Permitted uses in the I-2 zone include: any permitted use in the C-2 district except for assisted living homes, group care homes, covalescent homes, etc., any primary use which includes light manufacturing, fabrication, assembly/disassembly, processing or treatment of goods and products, bus stations and terminals, warehouses with outside storage, and automotive repair (heavy).

Further legal restrictions that limit the potential uses of the subject are as follows:

Land Use Restrictions:	We were not given a title report to review.
Alleyway:	We have made assumptions about easements within the **alley portion** of the subject site, including the following, for the entire length of the alley: • An **existing** sewer line easement, assumed to begin 6 feet below ground, 2 feet in diameter • An **existing** gas line easement, assumed to be 3 feet below ground, 3 feet in diameter • An **existing** powerline easement, assumed to be 10 feet in width above ground • A **proposed** blanket public utility easement, assumed to be for maintenance and ingress/egress, noted to be 25 feet in width

E. 9th St. (West): Additionally, we have made assumptions about easements within the **western side of the East 9th Street portion** of the subject site, including the following, for the entire length of the right of way:

- A **proposed** access easement, 20 feet wide

E. 9th St. (East): Also, we have made assumptions about easements within the **eastern side of the East 9th Street portion** of the subject site, including the following, for the entire length of the right of way:

- A **proposed** access easement, 30 feet wide
- An **existing** powerline easement, 10 feet in width above ground

Physically Possible

The physical possibility of a use is dictated by the size, shape, topography, availability of utilities, and any other physical aspects of the site. According to mapping provided by the client, assuming future lot line partitioning of the subject parcel(s) to reflect the identified area, the subject site contains 0.91 acres, or 39,535 square feet. The site is generally irregularly shaped and level at street grade. It has fair frontage, fair access, and fair visibility. The overall utility of the site is considered to be poor on its own. All public utilities are available to the site including public water and sewer, gas, electric and telephone. Overall, the site is considered inadequate to accommodate most permitted development possibilities within the C-2 and I-1 zones, due to its irregular shape and limited frontage/access. If assembled with an adjacent site, a variety of commercial *or* commercial and industrial uses would be physically possible (as C-2 uses are permitted within the I-1 district).

Financially Feasible and Maximally Productive

In order to be seriously considered, a use must have the potential to provide a sufficient return to attract investment capital over alternative forms of investment. A positive net income or acceptable rate of return would indicate that a use is financially feasible. Financially feasible uses are those uses that can generate a profit over and above the cost of acquiring the site, and constructing the improvements. Of the uses that are permitted, possible, and financially feasible, the one that will result in the maximum value for the property is considered the highest and best use.

Under the assumption of the I-1 zoning designation, a variety of industrial and commercial uses are legally permissible and physically possible options for the subject land, if the subject site were assembled with an adjacent site. Under the assumption of the C-2 zoning designation, a variety of commercial uses are legally permissible and physically possible options for the subject land, if the subject site were assembled with an adjacent site. The subject property, on its own, does not allow for legally permissible and physically possible uses due to limitations related to its long portions of its “x” shape. If assembled with an adjacent site, the subject property would be large enough to accommodate a relatively large building (if unencumbered), and the adjacency to North Main Street is a positive locational attribute for a commercial type of use. The most reasonable and financially feasible use of the subject property as though vacant appears to be for future commercial use, if assembled with an adjacent site.

Conclusion

We considered the legal issues related to zoning and legal restrictions. We also analyzed the physical characteristics of the site to determine what legal uses would be possible, and considered the financial feasibility of these uses to determine the use that is maximally productive. Considering the subject site’s physical characteristics and location, as well as the state of the local market, it is our opinion that the Highest and Best Use of the subject site as though vacant is assemblage with an adjacent property and development of a commercial project built to its maximum feasible building area, consistent with demand and local market practice.

Highest and Best Use of Property as Improved

A determination of the Highest and Best Use of the subject property as improved is not applicable; the subject is unimproved beyond asphalt and concrete paving, curbing, gutters, and drainage.

Most Likely Buyer

The subject's size, type, and configuration, on a standalone basis, make it infeasible for development. If assembled with an adjacent site, the subject would be well-suited for construction of an industrial or commercial building by a developer, but only on the unencumbered areas of the subject site within the East 9th Street portions of the subject. However, based on our review of sales and development in the subject area in addition to interviews with market participants, there little is demand for such properties in the current market, under current market conditions. As a result, we conclude that the most likely purchaser of the subject is in fact an adjacent property owner who would purchase the land to add additional parking and/or add additional square footage to the unencumbered portions of the subject property. As the subject consists of vacant land, this type of buyer would typically rely on the Sales Comparison Approach to value the subject site. We note to the reader that due to the current trepidation in the market and corresponding lack of transactional activity, we estimate an extended marketing time of 12-18 months, and exposure time of 12-18 months as well.

Valuation Process

Methodology

There are three generally accepted approaches to developing an opinion of value: Cost, Sales Comparison and Income Capitalization. We considered each in this appraisal to develop an opinion of the market value of the subject property. In appraisal practice, an approach to value is included or eliminated based on its applicability to the property type being valued and the quality of information available. The reliability of each approach depends on the availability and comparability of market data as well as the motivation and thinking of purchasers.

The valuation process is concluded by analyzing each approach to value used in the appraisal. When more than one approach is used, each approach is judged based on its applicability, reliability, and the quantity and quality of its data. A final value opinion is chosen that either corresponds to one of the approaches to value, or is a correlation of all the approaches used in the appraisal.

We considered each approach in developing our opinion of the market value of the subject property. We discuss each approach below and conclude with a summary of their applicability to the subject property.

Cost Approach

The Cost Approach is based on the proposition that an informed purchaser would pay no more for the subject than the cost to produce a substitute property with equivalent utility. This approach is particularly applicable when the property being appraised involves relatively new improvements which represent the Highest and Best Use of the land; or when relatively unique or specialized improvements are located on the site for which there are few improved sales or leases of comparable properties.

In the Cost Approach, the appraiser forms an opinion of the cost of all improvements, depreciating them to reflect any value loss from physical, functional and external causes. Land value, entrepreneurial incentive and depreciated improvement costs are then added, resulting in an opinion of value for the subject property.

Sales Comparison Approach

In the Sales Comparison Approach, sales of comparable properties are adjusted for differences to estimate a value for the subject property. A unit of comparison such as price per square foot of building area or effective gross income multiplier is typically used to value the property. When developing an opinion of land value the analysis is based on recent sales of sites of comparable zoning and utility, and the typical units of comparison are price per square foot of land, price per acre, price per unit, or price per square foot of potential building area. In both cases, adjustments are applied to the unit of comparison from an analysis of comparable sales, and the adjusted unit of comparison is then used to derive an opinion of value for the subject property.

Income Capitalization Approach

In the Income Capitalization Approach the income-producing capacity of a property is estimated by using contract rents on existing leases and by estimating market rent from rental activity at competing properties for the vacant space. Deductions are then made for vacancy and collection loss and operating expenses. The resulting net operating income is divided by an overall capitalization rate to derive an opinion of value for the subject property. The capitalization rate represents the relationship between net operating income and value. This method is referred to as Direct Capitalization.

Related to the Direct Capitalization Method is the Yield Capitalization Method. In this method periodic cash flows (which consist of net operating income less capital costs) and a reversionary value are developed and discounted to a present value using an internal rate of return that is determined by analyzing current investor yield requirements for similar investments.

Summary

This appraisal employs only the Sales Comparison Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that this approach would be considered necessary and applicable for market participants. Typical purchasers do not generally rely on the Cost or Income Capitalization Approaches when purchasing a property such as the subject of this report. Therefore, we have not employed the Cost Approach or the Income Capitalization Approach to develop an opinion of market value. The exclusion of these approaches to value does not reduce the credibility of the assignment results.

Land Valuation

We used the Sales Comparison Approach to develop an opinion of land value. We examined current offerings and analyzed prices buyers have recently paid for comparable sites. If the comparable was superior to the subject, a downward adjustment was made to the comparable sale. If inferior, an upward adjustment was made.

The most widely used and market-oriented unit of comparison for properties with characteristics similar to those of the subject is price per square foot of land. All transactions used in this analysis are based on the most appropriate method used in the local market.

The major elements of comparison used to value the subject site include the property rights conveyed, the financial terms incorporated into the transaction, the conditions or motivations surrounding the sale, changes in market conditions since the sale, the location of the real estate, its utility and the physical characteristics of the property.

The comparables and our analysis are presented on the following pages. Comparable land sale data sheets are presented in the Addenda of this report. We will begin with the underlying fee value of the subject land, using the Across the Fence methodology, and then analyze the subject taking into account the various encumbrances limiting the subject site. As a third step, we will analyze the subject taking into any additional factors not previously addressed using the Across the Fence methodology considerations.

SUMMARY OF LAND SALES

PROPERTY INFORMATION					TRANSACTION INFORMATION				
No.	Location	Size (SF)	Size (Acres)	Zoning	Grantor	Grantee	Sale Date	Sale Price	$/SF Land
S	Subject Property	39,535	0.91	C-2, Community Commercial District					
1	1001 West 2nd Street Roswell, NM	171,626	3.94	C-2	Featherstone Development Corporation	Via Real Estate LLC	5/24	$1,600,000	$9.32
2	Main Street Land 3375 North Main Street Roswell, NM	126,324	2.90	C-2	Jay Gluck	Michael Hokett	5/23	$757,944	$6.00
3	6111 South Main Street Roswell, NM	22,499	0.52	C-2	Ernie Hacker	Canyon Rock Development, LLC	4/23	$148,600	$6.60
4	Garden Ave Land 812 North Garden Avenue Roswell, NM	41,120	0.94	I-1	ABS Properties, LLC	James Randall DeMoss	3/23	$255,000	$6.20
	STATISTICS								
Low		22,499	0.52				3/23	$148,600	$6.00
High		171,626	3.94				5/24	$1,600,000	$9.32
Average		90,392	2.08				7/23	$690,386	$7.03

Compiled by Cushman & Wakefield Western, Inc.

LAND SALE ADJUSTMENT GRID

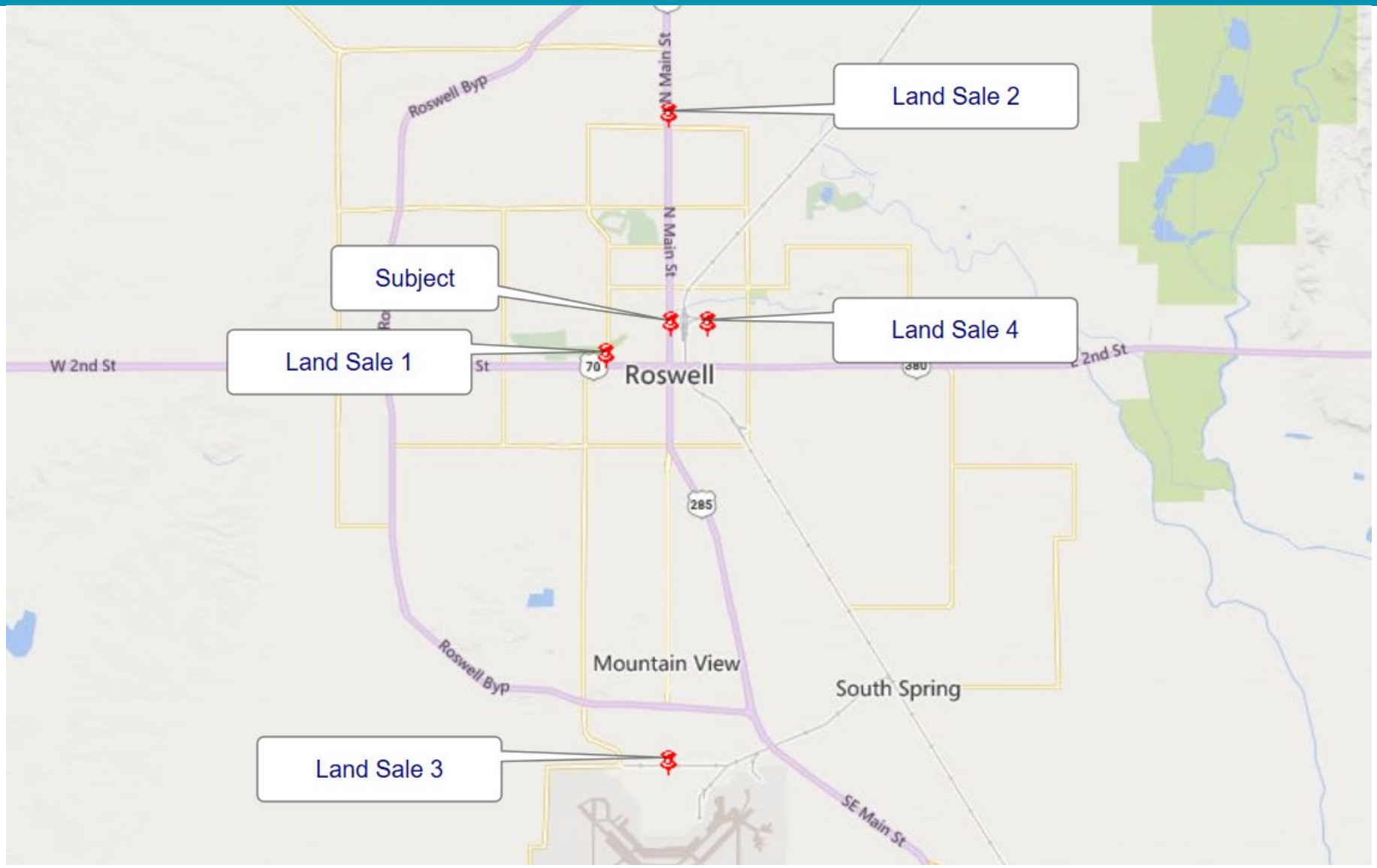
		Economic Adjustments (Cumulative)					Property Characteristic Adjustments (Additive)					
No.	Price PSF Land & Date	Property Rights Conveyed	Conditions of Sale	Financing	Market[1] Conditions	PSF Land Subtotal	Location	Size	Utility[2]	Zoning	Other	Adj. Price PSF Land
1	**$9.32**	Fee Simple	Arm's-Length	None	Inferior	**$9.50**	Superior	Similar	Superior	Similar	Similar	**$6.18**
	5/24	0.0%	0.0%	0.0%	1.9%	1.9%	-30.0%	0.0%	-5.0%	0.0%	0.0%	-35.0%
2	**$6.00**	Fee Simple	Arm's-Length	None	Inferior	**$6.23**	Superior	Similar	Similar	Similar	Similar	**$5.29**
	5/23	0.0%	0.0%	0.0%	3.8%	3.8%	-15.0%	0.0%	0.0%	0.0%	0.0%	-15.0%
3	**$6.60**	Fee Simple	Arm's-Length	None	Inferior	**$6.87**	Similar	Smaller	Superior	Similar	Similar	**$5.49**
	4/23	0.0%	0.0%	0.0%	4.0%	4.0%	0.0%	-15.0%	-5.0%	0.0%	0.0%	-20.0%
4	**$6.20**	Fee Simple	Arm's-Length	None	Inferior	**$6.46**	Inferior	Smaller	Similar	Similar	Similar	**$6.14**
	3/23	0.0%	0.0%	0.0%	4.2%	4.2%	5.0%	-10.0%	0.0%	0.0%	0.0%	-5.0%
	STATISTICS											
	$6.00	**- Low**									**Low -**	**$5.29**
	$9.32	**- High**									**High -**	**$6.18**
	$7.03	**- Average**									**Average -**	**$5.78**

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(1) Market Conditions Adjustment Footnote
Compound annual change in market conditions: 2.0%
Date of Value (for adjustment calculations): 4/18/25

(2) Utility Footnote
Utility includes shape, access, frontage and visibility.

LAND SALE LOCATION MAP



Discussion of Adjustments

Property Rights Conveyed

The property rights conveyed in a transaction typically have an impact on the sale price of a property. Acquiring the fee simple interest implies that the buyer is acquiring the full bundle of rights. Acquiring a leased fee interest typically means that the property being acquired is encumbered by at least one lease, which is a binding agreement transferring rights of use and occupancy to the tenant. A leasehold interest involves the acquisition of a lease, which conveys the rights to use and occupy the property to the buyer for a finite period of time. At the end of the lease term, there is typically no reversionary value to the leasehold interest. Since we are valuing the fee simple interest as reflected by each of the comparables, an adjustment for property rights is not required.

Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. In many situations the conditions of sale may significantly affect transaction prices. However, all sales used in this analysis are considered to be "arms-length" market transactions between both knowledgeable buyers and sellers on the open market. Therefore, no adjustments were required.

Financial Terms

The financial terms of a transaction can have an impact on the sale price of a property. A buyer who purchases an asset with favorable financing might pay a higher price, as the reduced cost of debt creates a favorable debt coverage ratio. A transaction involving above-market debt will typically involve a lower purchase price tied to the lower equity returns after debt service. We analyzed all of the transactions to account for atypical financing terms. To the best of our knowledge, all of the sales used in this analysis were accomplished with cash or market-oriented financing. Therefore, no adjustments were required.

Market Conditions

The sales that are included in this analysis occurred between March 2023 and May 2025, which were adjusted to the date of value. The market for vacant land in the subject area has shown steady growth over the past several years. We have projected a 2.0 percent annual market appreciation.

Location

An adjustment for location is required when the locational characteristics of a comparable property differ from those of the subject property. We made downward adjustments to those comparables considered superior in location compared to the subject; upward adjustments were applied to sales with inferior locations compared to the subject.

Sale 1 is located in a retail corridor along West 2nd Street, with a high traffic count and numerous restaurants and auto dealerships. This is a notably superior location, and as such, a significant downward adjustment was applied. Sale 2 is located north of the subject property on Main Street, on a main arterial and adjacent to several built-out residential neighborhoods. We have considered this location superior and have applied a downward adjustment. Sale 3 is located in an area with commercial and industrial uses, similar to the subject, and is considered generally similar to the subject in terms of locational attributes. Therefore, no adjustments were applied. Sale 4 is in an industrial area with a higher amount of surrounding vacant land; overall we considered this location inferior and an upward adjustment was applied.

Size

The adjustment for size generally reflects the inverse relationship between unit price and lot size. Smaller lots tend to sell for higher unit prices than larger lots, and vice versa. The selected sales are between 0.52 and 3.94 acres in size, again, we have considered the subject at its highest and best use, which is to assemble it with an adjacent property and development of an industrial use. The subject, once assembled, will be part of a larger 4.73 acre site owned by Roswell Property Management Group F2 LLC; therefore, this size range is used for the subject's ultimate highest and best use. We have adjusted Sales 3 and 4 downward to account for their significantly smaller site sizes.

Utility

The subject site, under the assemblage highest and best use (before considering an encumbrances), is adequately shaped to accommodate a typical building., and has adequate access, frontage, and visibility. Sales 1 and 3 had hard corner locations on major arterials and have therefore been adjusted downward. No additional adjustments were merited.

Zoning

An adjustment for zoning is needed when development potential varies. Downward adjustments were made when sites had more development potential (uses, etc.) than the subject, and upward adjustments were made when sales had less development potential due to zoning. The subject has blended zoning, as assembled, with the highest and best use reflecting a commercial development (allowable in both the C-2 and I-1 zones). All of the comparable sales were considered generally similar on a per square foot of land basis and no adjustments were merited.

Other

This category addresses other factors not previously considered. No additional adjustments were needed.

Conclusion of Site Value

The adjustments applied to the comparable sales in the Land Sale Adjustment Chart reflect what we determined is appropriate in the marketplace.

Despite the subjectivity, the adjustments were considered reasonable and were applied consistently.

After a thorough analysis, the comparable land sales reflect adjusted unit values ranging from $5.29 per square foot to $6.18 per square foot, with an average of $5.78 per square foot.

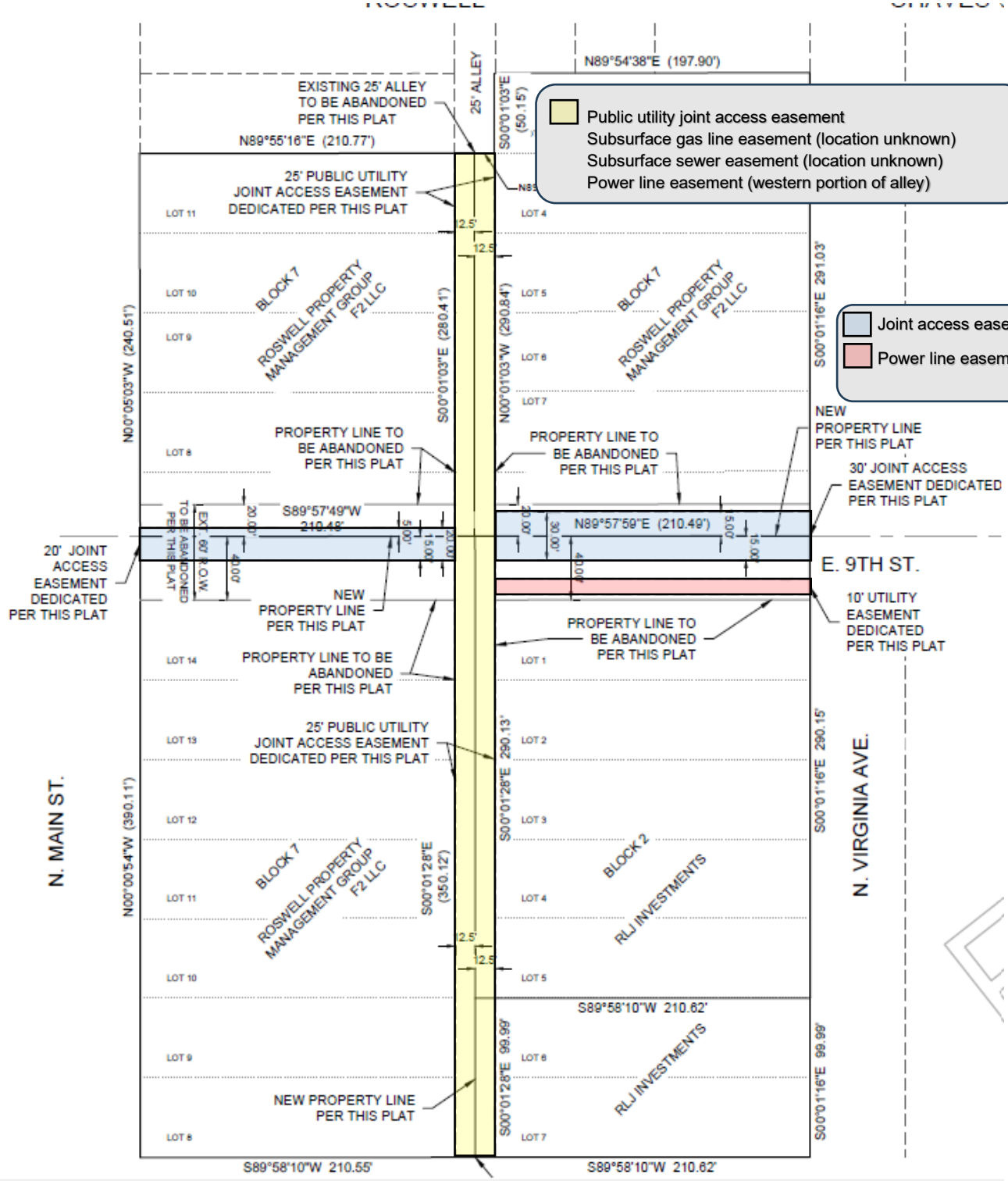
We have given all sales equal weight in our value determination, due to the relatively low net adjustments of 20 percent or less to Comparables 2 – 4, and Comparable 1 due to its recent date of sale. The average of these sales is $5.78 per square foot of land. Therefore, we concluded that the indicated land value by the Sales Comparison Approach was:

AS IS LAND VALUE CONCLUSION	Value PSF
Indicated Value	$5.75
SQFT Measure	x 39,535
Indicated Value	$227,326
Rounded to nearest $10,000	$230,000
$/SF Basis	$5.82
LAND VALUE CONCLUSION	**$230,000**
$/SF Basis	$5.82

Compiled by Cushman & Wakefield Western, Inc.

Easement Analysis

We used the Sales Comparison Approach to develop an opinion of the underlying fee value of the subject land under its highest and best use, assemblage with an adjacent property. Using this fee value, we analyze the subject property with consideration for the various easements encumbering the property, discussed earlier in this report. To aid the reader, we have provided a visual exhibit of the easements encumbering the subject.



The data used in developing our opinion of value for the subject as encumbered is the same information that has been used in completing our valuation of the subject underlying land in the preceding valuation analysis. As part of the valuation of the subject, we will analyze the various easements encumbering the subject site and their impact on use of the property. The value impact associated with these components are discussed further below.

East 9th Street

The portion of the subject property contained within the East 9th Street right of way has been separated into two sections, the western portion and the eastern portion, separated by the alleyway, which will be analyzed later within this section.

Western Section

For the western portion of the land, the subject consists of unencumbered land at the northernmost area, followed by a proposed 20-foot joint access easement. The southernmost area is unencumbered. Consistent with easement valuation methods, the unencumbered land is valued at 100.0 percent of the underlying fee value, whereas the easement portions will be analyzed below.

Joint Access Easement

This particular portion of the subject site features a proposed joint access easement. Although we have not been provided with a sample acquisition document, a review of similar access easements have been considered. Access easements typically grant the right to maintain proper access within the easement area, and limits the surface area pertaining to use and development. Therefore, the easement will effectively reduce the utility of the land to very limited surface use in perpetuity. We conclude that the overall loss of utility in this portion of the proposed easement is equivalent to 80.0 percent of the unencumbered fee value use. If utility may be equated with value, then the loss of value throughout this easement area would not exceed 80.0 percent of the underlying fee value.

To account for the impact of the joint access easement on this portion of the subject site, we applied discounts tabulated to account for the western portion of the East 9th Street right of way area:

Western Side	11,880 SF	Fee Value	Unencumbered Value	Easement Limitation	Total Value
Northern 15 Feet (Unencumbered)	2,970 SF	$5.75	$17,077.50		$17,078
Middle 20 Feet (Encumbered with Access Easement)	3,960 SF	$5.75	$22,770.00	Discounted by 80%	$4,554
Southern 25 Feet (Unencumbered)	4,950 SF	$5.75	$28,462.50		$28,463

The data used in developing our opinion of value for the part encumbered is the same information that has been used in completing our valuation of the subject site in the preceding valuation analysis.

Eastern Section

For the eastern portion of the land, the subject consists of unencumbered land at the northernmost area, followed by a proposed 30-foot joint access easement. The section just south of this is unencumbered, but lacks meaningful use as directly south is an additional easement for a power line. Therefore, this unencumbered area is considered an uneconomic remnant and will not retain the majority of its value situated between two encumbered areas. The southernmost portion of the eastern section of East 9th Street is unencumbered. Consistent with easement valuation methods, the unencumbered land is valued at 100.0 percent of the underlying fee value (with the exception of the uneconomic remnant portion), whereas the easement portions will be analyzed below.

Joint Access Easement

This particular portion of the subject site features a proposed joint access easement. Although we have not been provided with a sample acquisition document, a review of similar access easements have been considered. Access easements typically grant the right to maintain proper access within the easement area, and limits the surface area pertaining to use and development. Therefore, the easement will effectively reduce the utility of the land to very limited surface use in perpetuity. We conclude that the overall loss of utility in this portion of the proposed easement is equivalent to 80.0 percent of the before condition use. If utility may be equated with value, then the loss of value throughout this easement area would not exceed 80.0 percent of the underlying fee value.

Unencumbered Area (Uneconomic Remnant)

This particular portion of the subject site features a portion of land between the proposed joint access easement and the power line utility easement. Although this portion of land is unencumbered, it loses its development potential significantly, given its location and limited width of 13 feet. Therefore, the easements on each side will effectively reduce the utility of this unencumbered portion of land. We conclude that the overall loss of utility in this portion to 80.0 percent of the fee value use. If utility may be equated with value, then the loss of value throughout this remnant area would not exceed 80.0 percent of the underlying fee value.

Power Line Utility Easement

This particular portion of the subject site features an existing power line easement. Although we have not been provided with a sample acquisition document, a review of similar access easements have been considered. Power line easements typically grant the right to maintain the power poles within the easement area, and limits the surface area pertaining to use and development. Therefore, the easement will effectively reduce the utility of the land to very limited surface use in perpetuity. We conclude that the overall loss of utility in this portion of the proposed easement is equivalent to 90.0 percent of the before condition use. If utility may be equated with value, then the loss of value throughout this easement area would not exceed 90.0 percent of the underlying fee value.

To account for the impact of the easements on this portion of the subject site, we applied discounts tabulated to account for the eastern portion of the East 9th Street right of way area:

Eastern Side	11,880 SF	Fee Value	Unencumbered Value	Easement Limitation	Total Value
Northern 5 Feet (Unencumbered)	990 SF	$5.75	$5,692.50		$5,693
30 Feet (Encumbered with Access Easement)	5,940 SF	$5.75	$34,155.00	Discounted by 80%	$6,831
13 Feet (Unencumbered)	2,574 SF	$5.75	$14,800.50	Discounted by 80%, uneconomic remnant	$2,960
10 Feet (Encumbered with Utility Easement)	1,980 SF	$5.75	$11,385.00	Discounted by 90%	$1,139
Southern 2 Feet (Unencumbered)	396 SF	$5.75	$2,277.00		$2,277

The data used in developing our opinion of value for the part encumbered is the same information that has been used in completing our valuation of the subject site in the preceding valuation analysis.

Unnamed Alley

The portion of the subject property contained within the unnamed alley right of way has been will be analyzed below.

The subject consists of a 25-foot alley, entirely encumbered by a blanket public utility joint access easement. Based on our inspection, there is a power line running the length of the alley, indicating a power line utility easement encumbering the surface on the western side of the alley. We have also located a gas cap within the alley, indicating a likely subsurface gas line easement below the surface. Additionally, we have been informed by the adjacent property owner, Roswell Property Management Group F2 LLC that there is a subsurface sewer line that runs the full length of the alley. Because the latter three easements are not identified on the survey we received, we have determined a blended discount determination for land encumbered by the power line, gas line, sewer line, and blanket public utility joint access easement. Consistent with easement valuation methods, the unencumbered land is valued at 100.0 percent of the underlying fee value, whereas the resulting encumbered land comprising the alley is valued at an overall resulting percentage.

Joint Access Easement

This particular portion of the subject site features a proposed public utility joint access easement. Although we have not been provided with a sample acquisition document, a review of similar access easements have been considered. Access easements typically grant the right to maintain proper access within the easement area, and limits the surface area pertaining to use and development. Therefore, the easement will effectively reduce the utility of the land to very limited surface use in perpetuity. Earlier in this section, we concluded the overall loss of utility in access easement portions of the proposed easement is equivalent to 80.0 percent of the underlying fee value.

Power Line Utility Easement

This particular portion of the subject site features an existing power line easement. Although we have not been provided with a sample acquisition document, a review of similar access easements have been considered. Power line easements typically grant the right to maintain the power poles within the easement area, and limits the surface area pertaining to use and development. Therefore, the easement will effectively reduce the utility of the land to very limited surface use in perpetuity. Earlier in this section, we concluded that the overall loss of utility in power line easement areas is equivalent to 90.0 percent of the underlying fee value.

Sewer Line Easement

This particular portion of the subject site features an assumed sewer line easement below the surface. Although we have not been provided with a sample acquisition document, a review of similar access easements have been considered. Sewer line easements typically grant the right to maintain the sewer line within the easement area, and often limits the surface area pertaining to use and development. Without obtaining a preliminary title report, we have assumed the easement begins approximately 6 feet below the surface, and is estimated to be around 2 feet in diameter.

Gas Line Easement

This particular portion of the subject site features an assumed gas line easement below the surface. Although we have not been provided with a sample acquisition document, a review of similar access easements have been considered. Gas line easements typically grant the right to maintain the gas line within the easement area, and often limits the surface area pertaining to use and development. Without obtaining a preliminary title report, we have assumed the easement begins approximately 3 feet below the surface, and is estimated to be around 3 feet in diameter.

To account for the impact of the identified and assumed easements on this portion of the subject site, we applied a blended discount tabulated to account for the various easements within this right of way area:

Alley		Fee Value	Unencumbered Value	Easement Limitation	Total Value
(Encumbered with Public Utility Access Easement, Subsurface Gas Line Easement, Subsurface Sewer Easement, Power Line Easement)	15,775 SF	$5.75	$90,706.25	Discounted by 99%	$907

The data used in developing our opinion of value for the part encumbered is the same information that has been used in completing our valuation of the subject site in the preceding valuation analysis.

Subject Market Value- Across the Fence Conclusion

We previously used the Sales Comparison Approach to value the subject underlying land at $5.75 per square foot, using Across the Fence methodology. All sales were considered reliable indicators of value. We then considered the resulting land value after taking into account the various easements encumbering the subject site. As a final step, we will consider the resulting land value after taking into account the nature of the subject land in its current state, as an irregularly shaped portion of land with limitations pertaining potential use and utility.

Using fiber optic line data as a proxy, the encumbered width for a fiber optic line typically ranges from three to ten feet and typically encumbers the fee simple interest of a transportation corridor by 25% to 50%. Land rates used for leases range from 10% to 12%. We have considered this methodology of lease rates equal to right of way usage rates.

It should be noted that a 25% to 50% discount is based on a corridor valuation; in which a corridor factor would have been applied to the ATF value conclusion. Corridor factors are difficult to research as many of the sales of corridors are held in strict confidence. However, older data indicates a range 0.57 to 2.34 with an average of 1.236. This data is dated and does not account for the individual corridor's length, ATF uses, etc. Another known data set indicates corridor factors ranging from .065 to 3.46 with an average of 1.35 before adjustments. Therefore, it is my opinion that limiting the valuation of the subject property to the ATF method of valuation is appropriate.

Therefore, we have concluded that the underlying fee value, after accounting for the various encumbrances on the subject site, will be discounted by 80.0 percent. This discount is in line with current negotiations for railway corridor land transactions.

Summary of Value Analysis

We have valued the subject property, using the ATF methodology and taking into consideration the limited use of the subject as a result of the various easements encumbering the subject site. The complete summary of our analysis is shown below.

Western Side	11,880 SF	Fee Value	Unencumbered Value	Easement Limitation	Total Value
Northern 15 Feet (Unencumbered)	2,970 SF	$5.75	$17,077.50		$17,078
Middle 20 Feet (Encumbered with Access Easement)	3,960 SF	$5.75	$22,770.00	Discounted by 80%	$4,554
Southern 25 Feet (Unencumbered)	4,950 SF	$5.75	$28,462.50		$28,463

Eastern Side	11,880 SF	Fee Value	Unencumbered Value	Easement Limitation	Total Value
Northern 5 Feet (Unencumbered)	990 SF	$5.75	$5,692.50		$5,693
30 Feet (Encumbered with Access Easement)	5,940 SF	$5.75	$34,155.00	Discounted by 80%	$6,831
13 Feet (Unencumbered)	2,574 SF	$5.75	$14,800.50	Discounted by 80%, uneconomic remnant	$2,960
10 Feet (Encumbered with Utility Easement)	1,980 SF	$5.75	$11,385.00	Discounted by 90%	$1,139
Southern 2 Feet (Unencumbered)	396 SF	$5.75	$2,277.00		$2,277

Alley		Fee Value	Unencumbered Value	Easement Limitation	Total Value
(Encumbered with Public Utility Access Easement, Subsurface Gas Line Easement, Subsurface Sewer Easement, Power Line Easement)	15,775 SF	$5.75	$90,706.25	Discounted by 99%	$907

SUBTOTAL	$69,900
Discounted by 80% (Applying Corridor Factor Consideration of 0.20)	$13,980
ROUNDED	$14,000

Reconciliation and Final Value Opinion

Valuation Methodology Review and Reconciliation

This appraisal employs only the Sales Comparison Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that this approach would be considered necessary and applicable for market participants. Typical purchasers do not generally rely on the Cost or Income Capitalization Approaches when purchasing a property such as the subject of this report. Therefore, we have not employed the Cost Approach or the Income Capitalization Approach to develop an opinion of market value. The exclusion of these approaches to value does not reduce the credibility of the assignment results.

The Sales Comparison Approach for subject property indicated the following:

FINAL VALUE RECONCILIATION		
	Market Value As-Is	PSF
Date of Value	**April 18, 2025**	
Land Valuation		
Land Value	$14,000	
Land Value PSF		$0.35
Final Value Conclusion	**$14,000**	**$0.35**

Compiled by Cushman & Wakefield Western, Inc.

We gave sole weight to the Sales Comparison Approach, because this mirrors the methodology used by purchasers of this property type.

Value Conclusion			
Appraisal Premise	**Real Property Interest**	**Date of Value**	**Value Conclusion**
Market Value As-Is	Fee Simple	April 18, 2025	$14,000

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Extraordinary Assumptions

For a definition of Extraordinary Assumptions please see the Glossary of Terms & Definitions. The use of extraordinary assumptions, if any, might have affected the assignment results.

We have not received an Environmental Impact Report (EIR) as of the date of this report. This appraisal assumes the subject is free and clear of any contamination issues.

This appraisal assumes that the subject will be platted and that the proposed easements described herein are recorded. We have relied on the client's mapping and noted sizes herein for the size of the subject property. Should this differ from the subject property's total size, we also reserve the right to amend our value opinions.

Hypothetical Conditions

For a definition of Hypothetical Conditions please see the Glossary of Terms & Definitions. The use of hypothetical conditions, if any, might have affected the assignment results.

This appraisal does not employ any hypothetical conditions.

Exposure Time and Marketing Time

Based on our review of national investor surveys, discussions with market participants and information gathered during the sales verification process, a reasonable exposure time for the subject property at the value concluded within this report would have been approximately twelve to eighteen (12-18) months. This assumes an active and professional marketing plan would have been employed by the current owner.

We believe, based on the assumptions employed in our analysis, as well as our selection of investment parameters for the subject, that our value conclusion represents a price achievable within twelve to eighteen (12-18) months.

Assumptions and Limiting Conditions

"Report" means the appraisal or consulting report and conclusions stated therein, to which these Assumptions and Limiting Conditions are annexed.

"Property" means the subject of the Report.

"Cushman & Wakefield" means Cushman & Wakefield, Inc. or its subsidiary that issued the Report.

"Appraiser(s)" means the employee(s) of Cushman & Wakefield who prepared and signed the Report.

The Report has been made subject to the following assumptions and limiting conditions:

- No opinion is intended to be expressed and no responsibility is assumed for the legal description or for any matters that are legal in nature or require legal expertise or specialized knowledge beyond that of a real estate appraiser. Title to the Property is assumed to be good and marketable and the Property is assumed to be free and clear of all liens unless otherwise stated. No survey of the Property was undertaken.
- The information contained in the Report or upon which the Report is based has been gathered from sources the Appraiser assumes to be reliable and accurate. The owner of the Property may have provided some of such information. Neither the Appraiser nor Cushman & Wakefield shall be responsible for the accuracy or completeness of such information, including the correctness of estimates, opinions, dimensions, sketches, exhibits and factual matters. Any authorized user of the Report is obligated to bring to the attention of Cushman & Wakefield any inaccuracies or errors that it believes are contained in the Report.
- The opinions are only as of the date stated in the Report. Changes since that date in external and market factors or in the Property itself can significantly affect the conclusions in the Report.
- The Report is to be used in whole and not in part. No part of the Report shall be used in conjunction with any other analyses. Publication of the Report or any portion thereof without the prior written consent of Cushman & Wakefield is prohibited. Reference to the Appraisal Institute or to the MAI designation is prohibited. Except as may be otherwise stated in the letter of engagement, the Report may not be used by any person(s) other than the party(ies) to whom it is addressed or for purposes other than that for which it was prepared. No part of the Report shall be conveyed to the public through advertising, or used in any sales, promotion, offering or SEC material without Cushman & Wakefield's prior written consent. Any authorized user(s) of this Report who provides a copy to, or permits reliance thereon by, any person or entity not authorized by Cushman & Wakefield in writing to use or rely thereon, hereby agrees to indemnify and hold Cushman & Wakefield, its affiliates and their respective shareholders, directors, officers and employees, harmless from and against all damages, expenses, claims and costs, including attorneys' fees, incurred in investigating and defending any claim arising from or in any way connected to the use of, or reliance upon, the Report by any such unauthorized person(s) or entity(ies).
- Except as may be otherwise stated in the letter of engagement, the Appraiser shall not be required to give testimony in any court or administrative proceeding relating to the Property or the Appraisal.
- The Report assumes (a) responsible ownership and competent management of the Property; (b) there are no hidden or unapparent conditions of the Property, subsoil or structures that render the Property more or less valuable (no responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them); (c) full compliance with all applicable federal, state and local zoning and environmental regulations and laws, unless noncompliance is stated, defined and considered in the Report; and (d) all required licenses, certificates of occupancy and other governmental consents have been or can be obtained and renewed for any use on which the value opinion contained in the Report is based.
- The physical condition of the improvements considered by the Report is based on visual inspection by the Appraiser or other person identified in the Report. Cushman & Wakefield assumes no responsibility for the soundness of structural components or for the condition of mechanical equipment, plumbing or electrical components.
- The forecasted potential gross income referred to in the Report may be based on lease summaries provided by the owner or third parties. The Report assumes no responsibility for the authenticity or completeness of lease information provided by others. Cushman & Wakefield recommends that legal advice be obtained regarding the interpretation of lease provisions and the contractual rights of parties.

- The forecasts of income and expenses are not predictions of the future. Rather, they are the Appraiser's best opinions of current market thinking on future income and expenses. The Appraiser and Cushman & Wakefield make no warranty or representation that these forecasts will materialize. The real estate market is constantly fluctuating and changing. It is not the Appraiser's task to predict or in any way warrant the conditions of a future real estate market; the Appraiser can only reflect what the investment community, as of the date of the Report, envisages for the future in terms of rental rates, expenses, and supply and demand.
- Unless otherwise stated in the Report, the existence of potentially hazardous or toxic materials that may have been used in the construction or maintenance of the improvements or may be located at or about the Property was not considered in arriving at the opinion of value. These materials (such as formaldehyde foam insulation, asbestos insulation and other potentially hazardous materials) may adversely affect the value of the Property. The Appraisers are not qualified to detect such substances. Cushman & Wakefield recommends that an environmental expert be employed to determine the impact of these matters on the opinion of value.
- Unless otherwise stated in the Report, compliance with the requirements of the Americans with Disabilities Act of 1990 (ADA) has not been considered in arriving at the opinion of value. Failure to comply with the requirements of the ADA may adversely affect the value of the Property. Cushman & Wakefield recommends that an expert in this field be employed to determine the compliance of the Property with the requirements of the ADA and the impact of these matters on the opinion of value.
- If the Report is submitted to a lender or investor with the prior approval of Cushman & Wakefield, such party should consider this Report as only one factor, together with its independent investment considerations and underwriting criteria, in its overall investment decision. Such lender or investor is specifically cautioned to understand all Extraordinary Assumptions and Hypothetical Conditions and the Assumptions and Limiting Conditions incorporated in this Report.
- In the event of a claim against Cushman & Wakefield or its affiliates or their respective officers or employees or the Appraisers in connection with or in any way relating to this Report or this engagement, the maximum damages recoverable shall be the amount of the monies actually collected by Cushman & Wakefield or its affiliates for this Report and under no circumstances shall any claim for consequential damages be made.
- If the Report is referred to or included in any offering material or prospectus, the Report shall be deemed referred to or included for informational purposes only and Cushman & Wakefield, its employees and the Appraiser have no liability to such recipients. Cushman & Wakefield disclaims any and all liability to any party other than the party that retained Cushman & Wakefield to prepare the Report.
- Unless otherwise noted, we were not given a soil report to review. However, we assume that the soil’s load-bearing capacity is sufficient to support existing and/or proposed structure(s). We did not observe any evidence to the contrary during our physical inspection of the property. Drainage appears to be adequate.
- Unless otherwise noted, we were not given a title report to review. We do not know of any easements, encroachments, or restrictions that would adversely affect the site’s use. However, we recommend a title search to determine whether any adverse conditions exist.
- Unless otherwise noted, we were not given a wetlands survey to review. If subsequent engineering data reveal the presence of regulated wetlands, it could materially affect property value. We recommend a wetlands survey by a professional engineer with expertise in this field.
- Unless otherwise noted, we observed no evidence of toxic or hazardous substances during our inspection of the site. However, we are not trained to perform technical environmental inspections and recommend the hiring of a professional engineer with expertise in this field.
- Unless otherwise noted, we did not inspect the roof nor did we make a detailed inspection of the mechanical systems. The appraisers are not qualified to render an opinion regarding the adequacy or condition of these components. The client is urged to retain an expert in this field if detailed information is needed.
- By use of this Report each party that uses this Report agrees to be bound by all of the Assumptions and Limiting Conditions, Hypothetical Conditions and Extraordinary Assumptions stated herein.

Certification

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- C&W has undertaken to complete this report without regard to race, color, religion, national origin, sex, marital status, or any other prohibited basis, and it is not intended to contain references that could be regarded as discriminatory.
- John Kirby, MAI did make a personal inspection of the property that is the subject of this report.
- John Kirby, MAI has performed no prior services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
- Jan Kelly provided significant real property appraisal assistance to the persons signing this report, including report drafting.
- As of the date of this report, John Kirby, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.



John Kirby, MAI
Executive Managing Director
NM Certified General Appraiser
License No. 03437-G
john.kirby@cushwake.com
(602) 229-5933 Office Direct

Addenda Contents

Addendum A: Glossary of Terms & Definitions
Addendum B: Engagement Letter
Addendum C: Comparable Land Sale Data Sheets
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Addendum A:
Glossary of Terms & Definitions

The following definitions of pertinent terms are taken from *The Dictionary of Real Estate Appraisal*, Seventh Edition (2022), published by the Appraisal Institute, Chicago, IL, as well as other sources.

Band of Investment

A technique in which the capitalization rates attributable to components of a capital investment are weighted and combined to derive a weighted-average rate attributable to the total investment (i.e., debt and equity, land and improvements).

Capital Expenditure

Investments of cash (or the creation of liability) to acquire or improve an asset, e.g., land, buildings, building additions, site improvements, machinery, equipment; as distinguished from cash outflows for expense items that are normally considered part of the current period's operations. Also referred to as *cap ex*.

Cash Equivalency Analysis

An analytical process in which the sale price of a transaction with atypical financing or financing with unusual conditions or incentives is converted into a price equivalent or consistent with what a cash buyer would pay with all other factors the same.

Depreciation

1. In appraisal, a loss in property value of improvements from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date. 2. In accounting, an allocation of the original cost of an asset, amortizing the cost over the asset's life; calculated using a variety of standard techniques.

Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

- Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
- The property is subjected to market conditions prevailing as of the date of valuation.
- The buyer and seller is each acting prudently and knowledgeably.
- The seller is under compulsion to sell.
- The buyer is typically motivated.
- Both parties are acting in what they consider their best interest.
- An adequate marketing effort will be made during the exposure time.
- Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Entrepreneurial Incentive

The amount an entrepreneur expects or wants to receive as compensation for providing coordination and expertise and assuming the risks associated with the development of a project. Entrepreneurial incentive is the expectation of future reward as opposed to the profit actually earned on the project.

Equity Capitalization Rate

An income rate that reflects the relationship between one year's equity cash flow and the equity investment; also called the cash-on-cash rate, cash flow rate, cash throw-off rate, or equity dividend rate.

Excess Land

Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately.

Exposure Time

The time a property remains on the market. Per USPAP, 2024 ed., AO-35: An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

External Obsolescence

A type of depreciation; a diminution in value caused by negative external influences and generally incurable on the part of the owner, landlord, or tenant. The external influence may be either temporary or permanent. There are two forms of external obsolescence: economic and locational.

Extraordinary Assumption

An assignment-specific assumption, as of the effective date regarding uncertain information used in an analysis, which, if found to be false, could alter the appraiser's opinions or conclusions. Per USPAP, 2024 ed., Definitions-Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.

Fair Market Value

1. In nontechnical usage, a term that is generally synonymous with the contemporary usage of market value. 2. As used in condemnation, litigation, income tax, and property tax situations, a term that is similar in concept to market value but may be defined explicitly by the relevant agency or interpreted differently by court precedent. In some situations, the interpretation of fair market value is more directly comparable to the concept of fair value than to market value in exchange.

Fair Value

The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Functional Obsolescence

The impairment of functional capacity of improvements according to market tastes and standards.

Highest and Best Use

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.

Highest and Best Use as Improved

The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

Hypothetical Condition

1. A condition that is presumed to be true when it is known to be false. 2. A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Per USPAP, 2024 ed., Definitions-Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Insurable Replacement Cost

The estimated cost, at current prices as of the effective date of valuation, of a substitute for the building being valued, using modern materials and current standards, design, and layout for insurance coverage purposes guaranteeing that damaged property is replaced with new property (i.e., depreciation is not deducted).

Intended Use

1. The valuer's intent as to how the report will be used. 2. Per USPAP, 2024 ed., Definitions: The use(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.

Intended User

1. The party or parties the valuer intends will use the report. 2. Per USPAP, 2024 ed., Definitions: The client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser based on communication with the client at the time of the assignment.

Investment Value

1. The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. 2. The value of an asset to the owner or a prospective owner given individual investment or operational objectives (may also be known as worth).

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

Liquidation Value

The most probable price that a specified interest in property is likely to bring under the following conditions:

- Consummation of a sale within a short time period.
- The property is subjected to market conditions prevailing as of the date of valuation.
- Both the buyer and seller is acting prudently and knowledgeably.
- The seller is under extreme compulsion to sell.
- The buyer is typically motivated.
- Both parties are acting in what they consider to be their best interest.
- A normal marketing effort is not possible due to the brief exposure time.
- Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Market Rent

The most probable rent that a property should bring in a competitive and open market under all conditions requisite to a fair lease transaction, the lessee and lessor each acting prudently and knowledgeably, and assuming the rent is not affected by undue stimulus.

Implicit in this definition is the execution of a lease as of a specified date under conditions whereby

- Lessee and lessor are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their best interests;
- Payment is made in terms of cash or in terms of financial arrangements comparable thereto; and
- The rent reflects specified terms and conditions typically found in that market, such as permitted uses, use restrictions, expense obligations, duration, concessions, rental adjustments and revaluations, renewal and purchase options, frequency of payments (annual, monthly, etc.), and tenant improvements (TIs)

Market Value

The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States: 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 and knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition are 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 own best interests;
- 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; and

- 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.[1]

Market Value As Is

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Interagency Appraisal and Evaluation Guidelines) Note that the use of the “as is” phrase is specific to appraisal regulations pursuant to FIRREA applying to appraisals prepared for regulated lenders in the United States. The concept of an “as is” value is not included in the Standards of Valuation Practice of the Appraisal Institute, Uniform Standards of Professional Appraisal Practice, or International Valuation Standards.

Marketing Time

An opinion of the amount of time to sell a property interest at the concluded market value or at a benchmark price during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which precedes the effective date of an appraisal. (Advisory Opinion 7 and Advisory Opinion 35 of the Appraisal Standards Board of The Appraisal Foundation address the determination of reasonable exposure and marketing time.) See also exposure time.

Mortgage-Equity Analysis

Capitalization and investment analysis procedures that recognize how mortgage terms and equity requirements affect the value of income-producing property.

Partial Interest

Divided or undivided rights in real estate that represent less than the whole, i.e., a fractional interest such as a tenancy in common or easement.

Physical Deterioration

The wear and tear that begins when a building is completed and placed into service.

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

For example, the value of a property as of a point in time when all improvements have been physically constructed (Upon Completion) and when the property has been leased to its optimum level of long-term occupancy (Upon Stabilization). At such point, all capital outlays for tenant improvements, leasing commissions, marketing costs and other carrying charges are assumed to have been incurred.

Remaining Economic Life

The estimated period over which existing improvements are expected to contribute economically to a property; an estimate of the number of years remaining in the economic life of a structure or structural components as of the effective date of the appraisal; used in the economic age-life method of estimating depreciation.

Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term retrospective does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., “retrospective market value.”

Surplus Land

Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel.

Uniform Standards of Professional Appraisal Practice (USPAP)

In the United States, professional standards, developed for appraisers and users of appraisal services by the Appraisal Standards Board of The Appraisal Foundation, that are required for use in federally related transactions. Compliance with USPAP is also required in certain appraisals by state certification and licensing boards.

[1] “Interagency Appraisal and Evaluation Guidelines.” Federal Register 75:237 (December 10, 2010) p. 77472.

Addendum B:
Engagement Letter

John C. Kirby, MAI
Executive Managing Director

Cushman & Wakefield of Arizona, Inc.
Valuation & Advisory
2555 East Camelback Road, Suite 400
Phoenix, AZ 85016
(602) 229-5933 Tel
john.kirby@cushwake.com

April 15, 2025

Toby Gross
TNT Construction
PO Box 1858/2211 W. Second
Roswell, NM 88202

Re: **9th St. ROW**
Adjacent to 821 North Main Street
Roswell, NM 88201

Dear Mr. Gross:

Thank you for requesting our proposal for appraisal services. This proposal letter will become, upon your acceptance, our letter of engagement to provide the services outlined herein.

TERMS OF ENGAGEMENT

I. PROBLEM IDENTIFICATION

The Parties to This Agreement:	Cushman & Wakefield of Arizona, Inc. ("C&W") and Toby Gross, Owner's Representative, **TNT CONSTRUCTION** (the "Client").
Intended Users:	The Client is the only identified Intended Users of the appraisal. The appraisal may not be distributed to or relied upon by other persons or entities.
Intended Use:	In connection with acquiring the 9th Street roadway fronting the client's property.
Type of Opinion and Rights Appraised:	Market value of the Fee Simple Interest.
Date of Value:	• Date of inspection
Subject of the Assignment and Relevant Characteristics:	The property to be appraised is the 9th Street roadway fronting Roswell Ford located in Roswell, New Mexico.
Assignment Conditions:	The assignment will incorporate any extraordinary and/or hypothetical conditions as deemed necessary.

II. ANTICIPATED SCOPE OF WORK

USPAP Compliance:	C&W will develop an appraisal in accordance with USPAP and the Code of Ethics and Certification Standards of the Appraisal Institute.

General Scope of Work:

- Property Inspection to the extent necessary to adequately identify the real estate
- Research relevant market data, in terms of quantity, quality, and geographic comparability, to the extent necessary to produce credible appraisal results
- Consider and develop those approaches relevant and applicable to the appraisal problem. Based on our discussions with the Client, we anticipate developing the following valuation approaches:
- Sales Comparison Approach

III. REPORTING AND DISCLOSURE

Scope of Work Disclosure: The actual Scope of Work will be reported within the report.

Reporting Option: The appraisal will be communicated in an Appraisal Report.

IV. FEE, EXPENSES AND OTHER TERMS OF ENGAGEMENT

Fee: $ All invoices are due and payable within 30 days of the invoice date. The Client shall be solely responsible for C&W's fees and expenses hereunder. Acknowledgement of this obligation is made by the countersignature to this agreement by an authorized representative of the Client.

Additional Expenses: Fee quoted is inclusive of expenses related to the preparation of the report.

Retainer: A retainer is not required for this assignment in order to commence work.

Report Copies: The final report will be delivered in electronic format.

Start Date: The appraisal process will initiate upon receipt of signed agreement, applicable retainer, and the receipt of the property-specific data.

Acceptance Date: This proposal is subject to withdrawal if the engagement letter is not executed by the Client within four (4) business days.

Final Report Delivery: One and a half (1.5) weeks of your written authorization to proceed, assuming prompt receipt of necessary property information. Payment of the fee shall be due and payable upon delivery of the report.

Changes to Agreement: The identity of the Client, Intended User(s) identified herein, or Intended Use identified herein; the date of value; type of value or interest appraised; or property appraised cannot be changed without a new agreement.

Prior Services Disclosure: USPAP requires disclosure of prior services performed by the individual appraiser within the three years prior to this assignment. The undersigned appraiser(s) have not provided prior services within the designated time frame.

Future Marketing Disclosure:	Unless otherwise directed, at the conclusion of this engagement, we may disclose that we have appraised the subject property in future marketing documents and materials.
Conflicts of Interest:	C&W adheres to a strict internal conflict of interest policy. If we discover in the preparation of our appraisal a conflict with this assignment we reserve the right to withdraw from the assignment without penalty.
Cancellation of Engagement:	Client may cancel this agreement at any time prior to C&W's delivery of the appraisal report upon written notification to C&W. Client shall pay C&W for work completed on the assignment prior to C&W's receipt of written cancellation notice, unless otherwise agreed upon by C&W and Client in writing.
Withdrawal of Appraiser Prior to Completion of Assignment:	C&W may withdraw without penalty or liability from the assignment(s) contemplated under this agreement before completion or reporting of the appraisal in the event that C&W determines, at C&W's sole discretion, that insufficient information was provided to C&W prior to the engagement, that Client or other parties have not or cannot provide C&W with documentation or information necessary to C&W's analysis or reporting, that conditions of the subject property render the original scope of work in appropriate, that appraiser becomes aware that he or she lacks the competency needed for the assignment with the meaning of applicable professional standards, that a conflict of interest has arisen, or that the Client has not complied with its payment obligations under this agreement. C&W shall notify the Client of such withdrawal in writing.
Further Conditions of Engagement:	The Conditions of Engagement attached hereto are incorporated herein and are part of this letter of engagement.

Thank you for calling on us to render these services and we look forward to working with you.

Sincerely,
CUSHMAN & WAKEFIELD OF ARIZONA, INC.

John C. Kirby, MAI
Executive Managing Director
Southwest Region – CA, AZ, NV, NM, HI

cc:

AGREED:
CLIENT: **TNT CONSTRUCTION**

By: _____ Date: 4/16/25

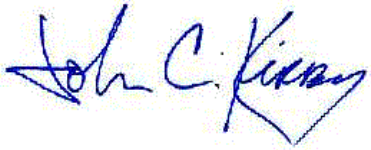
Toby Gross

Title: Owner

E-mail Address: tgross@kagnm.com

Phone Number: 575-910-7670

Sincerely,
CUSHMAN & WAKEFIELD OF ARIZONA, INC.



John C. Kirby, MAI
Executive Managing Director
Southwest Region – CA, AZ, NV, NM, HI

cc:

AGREED:
CLIENT: **TNT CONSTRUCTION**

By: _____ Date: _____

Toby Gross

Title: Owner

E-mail Address: tgross@kagnm.com

Phone Number: 575-910-7670

Information Needed to Complete the Assignment

We understand that you will provide the following information for our review, if available.

Physical Information

- Plot plan/survey and legal description
- Building plans/leasing plan/stacking plan
- Property Conditions Assessment Report
- Original construction and site acquisition costs
- Cost of any major expansions, modifications or repairs incurred over the past three years/capital expense budget
- On Site Contact—name and phone number—for property inspection

Financial Information

- Income & Expense Statements for three previous years plus year-to-date
- Pro forma operating budgets
- Most recent real estate tax bill or statement
- Argus or other financial modeling file
- Sales history of the subject property over the past three years at a minimum

Supporting Documentation

- Leases and/or detailed Lease Abstracts
- Detailed Rent Roll including:
  - Commencement and Expiration Dates and options to renew
  - Leased Area
  - Base Rent and contractual increases (CPI, fixed steps, etc.)
  - Expense Recapture or Pass-through provisions including applicable base year amounts
  - Overage or Percentage Rent breakpoints and percentages, as applicable
  - Tenant Improvement (TI)costs
  - Concessions (free rent, other)
- Summary of recently negotiated unexecuted leases or letters of intent
- Delinquency report identifying tenants in arrears or in default

Other Documentation

- Copy of your guidelines or instructions to appraisers/consultants
- Supplemental Standards, if applicable (applies only to government agencies, government sponsored entities, other entities that establish public policy)
- Additional Information to be considered in the appraisal

Note: Please advise if, to your knowledge, C&W is representing the Client or the subject property in any other capacity (i.e., leasing, sale, financing, property management, etc.)

CONDITIONS OF ENGAGEMENT

1) Each Intended User identified herein should consider the appraisal as only one factor together with its independent investment considerations and underwriting criteria in its overall investment decision. The appraisal cannot be used by any party or for any purpose other than the Intended User(s) identified herein for the Intended Use described herein.

2) Unless identified expressly in this agreement, there are no third-party beneficiaries of agreement pertaining to the appraisal, and no other person or entity shall have any right, benefit or interest under such agreement. The identification of a party as an intended user of the appraisal does not mean that the party is a third-party beneficiary of the agreement.

3) The appraisal report will be subject to our standard Assumptions and Limiting Conditions, which will be incorporated into the appraisal. All users of the appraisal report are specifically cautioned to understand the standard Assumptions and Limiting Conditions as well as any Extraordinary Assumptions and Hypothetical Conditions which may be employed by the appraiser and incorporated into the appraisal.

4) C&W shall have the right to utilize its affiliates in the performance of its services, provided that they comply with the obligations of C&W pursuant to this engagement.

5) The appraisal report or our name may not be used in any offering memoranda or other investment material without the prior written consent of C&W, which may be given at the sole discretion of C&W. Any such consent, if given, shall be conditioned upon our receipt of an indemnification agreement from a party satisfactory to us and in a form satisfactory to us. Furthermore, Client agrees to pay the fees of C&W's legal counsel for the review of the material which is the subject of the requested consent. C&W disclaims any and all liability with regard to the appraisal prepared pursuant to the engagement to any party other than the Intended User(s). Under no circumstances will C&W consent to the quote, reference or inclusion of the appraisal in connection with crowd funding activities. Further, crowd funding investors are specifically excluded from any class of Intended Users.

6) In the event the Client provides a copy of the appraisal to, or permits reliance thereon by, any party not identified herein as an Intended User, Client hereby agrees to indemnify and hold C&W, its affiliates and the respective shareholders, directors, officers and employees, harmless from and against all damages, expenses, claims and costs, including attorneys' fees, incurred in investigating and defending any claim arising from or in any way connected to the use of, or reliance upon, the appraisal by any such party.

7) The balance of the fee for the appraisal will be due upon delivery of a report. Payment of the fee is not contingent on the appraised value, a loan closing, or any other prearranged condition. Additional fees will be charged on an hourly basis for any work, which exceeds the scope of this proposal, including performing additional valuation scenarios, additional research and conference calls or meetings with any party, which exceed the time allotted by C&W for an assignment of this nature. If we are requested to stop working on this assignment, for any reason, prior to our completion of the appraisal, C&W will be entitled to bill the Client for the time expended to date at C&W's hourly rates for the personnel involved.

8) If C&W or any of its affiliates or any of their respective employees receives a subpoena or other judicial command to produce documents or to provide testimony involving this assignment in connection with a lawsuit or proceeding, C&W will use reasonable efforts to notify the Client of our receipt of same. However, if C&W or any of its affiliates are not a party to these proceedings, Client agrees to compensate C&W or its affiliate for the professional time and reimburse C&W or its affiliate for the actual expense that it incurs in responding to any such subpoena or judicial command, including attorneys' fees, if any, as they are incurred. C&W or its affiliate will be compensated at the then prevailing hourly rates of the personnel responding to the subpoena or command for testimony.

9) By signing this agreement Client expressly agrees that its sole and exclusive remedy for any and all losses or damages relating to this agreement or the appraisal shall be limited to the amount of the appraisal fee paid by the Client. In the event that the Client, or any other party entitled to do so, makes a claim against C&W or any of its affiliates or any of their respective officers or employees in connection with or in any way relating to this engagement or the appraisal, the maximum damages recoverable from C&W or any of its affiliates or their respective officers or employees shall be the amount of the monies actually collected by C&W or any of its affiliates for this assignment and under no circumstances shall any claim for consequential, indirect, special, punitive or liquidated damages be made.

10) C&W disclaims any and all liability to any party with regard to the appraisal report other than an Intended User identified herein.

11) The fees and expenses shall be due C&W as agreed in this letter. If it becomes necessary to place collection of the fees and expenses due C&W in the hands of a collection agent and/or an attorney (whether or not a legal action is filed) Client agrees to pay all fees and expenses including attorneys' fees incurred by C&W in connection with the collection or attempted collection thereof.

12) Unless the time period is shorter under applicable law, any legal action or claim relating to the appraisal or this agreement shall be filed in court (or in the applicable arbitration tribunal, if the parties to the dispute have executed an arbitration agreement) within two (2) years from the date of delivery to

Client of the appraisal report to which the claims or causes of action relate or, in the case of acts or conduct after delivery of the report, two (2) years from the date of the alleged acts or conduct. The time period stated in this section shall not be extended by any delay in the discovery or accrual of the underlying claims, causes of action or damages. The time period stated in this section shall apply to all non-criminal claims or causes of action of any type.

13) Notwithstanding that C&W may comment on, analyze or assume certain conditions in the appraisal, C&W shall have no monetary liability or responsibility for alleged claims or damages pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) the property's compliance with local, state or federal zoning, planning, building, disability access and environmental laws, regulations and standards; (c) building permits and planning approvals for improvements on the property; (d) structural or mechanical soundness or safety; (e) contamination, mold, pollution, storage tanks, animal infestations and other hazardous conditions affecting the property; and (f) other conditions and matters for which licensed real estate appraisers are not customarily deemed to have professional expertise.

14) Legal claims or causes of action relating to the appraisal or this agreement are not assignable, except: (i) as the result of a merger, consolidation, sale or purchase of a legal entity, (ii) with regard to the collection of a bona fide existing debt for services but then only to the extent of the total compensation for the appraisal plus reasonable interest, or (iii) in the case of an appraisal performed in connection with the origination of a mortgage loan, as part of the transfer or sale of the mortgage before an event of default on the mortgage or note or its legal equivalent.

15) Each party represents and warrants to the other that it, and all persons and entities owning (directly or indirectly) an ownership interest in it: (a) are not, and will not become, a person or entity with whom a party is prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order or other governmental action; and (b) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above.

16) Each party represents and warrants to the other that it (and any party acting on its behalf) has not, in order to enter into this agreement, offered, promised, authorized or made any payments or transfers of anything of value which have the purpose or effect of public or commercial bribery, kickbacks or other unlawful or improper means of doing business ("Prohibited Activity") and will not engage in Prohibited Activity during the term of this agreement. In the event of any violation of this section, the non-offending party shall be entitled to immediately terminate this agreement and take such other actions as are permitted or required to be taken under law or in equity.

Addendum C:
Comparable Land Sale Data Sheets

LAND SALE COMPARABLE 1



Property Name:	2nd Street Land
Address:	1001 West 2nd Street
City, State, Zip:	Roswell NM 88201
Jurisdiction:	Chaves County
MSA:	Las Cruces
Submarket:	
Property Type:	Land
Property Subtype:	Retail-Commercial
Classification:	N/A
ID:	648683
Tax Number(s):	4135061126507000000

PROPERTY INFORMATION

Site Area (Acres):	3.9400	Public Utilities:	All Available
Site Area (Sq.Ft.):	171,626	Electricity:	Yes
Zoning:	C-2	Water:	Yes
Utility:	Good	Sewer:	Yes
Access:	Good	Gas:	Yes
Frontage:	Good	Proposed Use:	Retail-Commercial
Visibility:	Good	Maximum FAR:	N/A
Shape:	Irregular	Potential Building Area:	N/A
Topography:	Level	Potential Units:	N/A
Entitlements:	No		

SALE INFORMATION

Status:	Closed Sale	OAR:	N/A
Sale Date:	5/2024	NOI:	N/A
Sale Price:	$1,600,000	Price per Sq.Ft.:	$9.32
Value Interest:	Fee Simple	Price per Acre:	$406,091
Grantor:	Featherstone Development Corporation	Price per Potential Building Area:	N/A
Grantee:	Via Real Estate LLC	Price per Potential Units:	N/A
Financing:	Cash		
Condition of Sale:	Arm's Length		

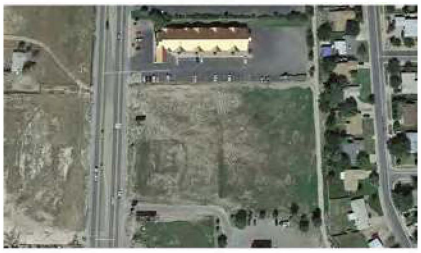
VERIFICATION COMMENTS

Genalyn Outland with Berkshire Hathaway - Roswell

COMMENTS

According to the listing broker the sale closed May 2024 and the buyer plans to develop a Murphy's Gas Station. The property can be described as a signalized corner with sizable frontage along 2nd Street (Hwy-380) and N Union Avenue. The listing agent also reported that the net area is 132,597 square feet (3.04 acres) due to its signalized corner. In addition, the actual zoning is C-4, but the site's usable zoning is C-2 due to close distance to residential properties. Surrounding land uses include an Albertson's, gas station, and several smaller-sized retail properties.

LAND SALE COMPARABLE 2



Property Name:	Main Street Land
Address:	3375 North Main Street
City, State, Zip:	Roswell NM 88201
Jurisdiction:	Chaves County
MSA:	Las Cruces
Submarket:	
Property Type:	Land
Property Subtype:	Retail-Commercial
Classification:	N/A
ID:	393104
Tax Number(s):	4136058036474000000

PROPERTY INFORMATION

Site Area (Acres):	2.9000	Public Utilities:	All Available
Site Area (Sq.Ft.):	126,324	Electricity:	Yes
Zoning:	C-2	Water:	Yes
Utility:	Good	Sewer:	Yes
Access:	Average	Gas:	Yes
Frontage:	Average	Proposed Use:	Retail-Commercial
Visibility:	Average	Maximum FAR:	N/A
Shape:	Rectangular	Potential Building Area:	N/A
Topography:	Level	Potential Units:	N/A
Entitlements:	No		

SALE INFORMATION

Status:	N/A	OAR:	N/A
Sale Date:	5/2023	NOI:	N/A
Sale Price:	$757,944	Price per Sq.Ft.:	$6.00
Value Interest:	Fee Simple	Price per Acre:	$261,360
Grantor:	Jay Gluck	Price per Potential Building Area:	N/A
Grantee:	Michael Hokett	Price per Potential Units:	N/A
Financing:	Cash		
Condition of Sale:	Arm's Length		

VERIFICATION COMMENTS

Jay Gluck with Jay Gluck Realty

COMMENTS

The seller is also the broker and had previously listed the larger parcel at $9.00/SF. However, he had received an offer for this site at around $6.00/SF. Located adjacent is a Super-8 Motel and a newer constructed oral & facial surgery facility.

LAND SALE COMPARABLE 3



Address:	6111 South Main Street
City, State, Zip:	Roswell NM 88203
Jurisdiction:	Chaves County
MSA:	Las Cruces
Submarket:	
Property Type:	Land
Property Subtype:	Retail-Commercial
Classification:	N/A
ID:	717111
Tax Number(s):	4136066013532000000

PROPERTY INFORMATION

Site Area (Acres):	0.5165	Public Utilities:	All Available
Site Area (Sq.Ft.):	22,499	Electricity:	N/A
Zoning:	C-2	Water:	N/A
Utility:	Average	Sewer:	N/A
Access:	Average	Gas:	N/A
Frontage:	Average	Proposed Use:	N/A
Visibility:	Average	Maximum FAR:	N/A
Shape:	Square	Potential Building Area:	N/A
Topography:	Level	Potential Units:	N/A
Entitlements:	No		

SALE INFORMATION

Status:	Recorded Sale	OAR:	N/A
Deed Reference:	202304731	NOI:	N/A
Sale Date:	4/2023	Price per Sq.Ft.:	$6.60
Sale Price:	$148,600	Price per Acre:	$287,706
Value Interest:	Fee Simple	Price per Potential Building Area:	N/A
Grantor:	Ernie Hacker	Price per Potential Units:	N/A
Grantee:	Canyon Rock Development, LLC		
Financing:	Cash		
Condition of Sale:	Arm's Length		

VERIFICATION COMMENTS

Ashley Gaston with Century-21 Roswell, third-party sources and Public Records.

COMMENTS

Was formerly an Allsup's convenience store with underground fuel tanks removed with a clean Phase-1 environmental report. This site is a portion of a larger parcel.

LAND SALE COMPARABLE 4



Property Name:	Garden Ave Land
Address:	812 North Garden Avenue
City, State, Zip:	Roswell NM 88201
Jurisdiction:	Chaves County
MSA:	Las Cruces
Submarket:	
Property Type:	Land
Property Subtype:	Retail-Commercial
Classification:	N/A
ID:	717128
Tax Number(s):	4136061259253000000

PROPERTY INFORMATION

Site Area (Acres):	0.9440	Public Utilities:	All Available
Site Area (Sq.Ft.):	41,120	Electricity:	Yes
Zoning:	I-1	Water:	Yes
Utility:	Average	Sewer:	N/A
Access:	Average	Gas:	N/A
Frontage:	Average	Proposed Use:	Mixed Use
Visibility:	Average	Maximum FAR:	N/A
Shape:	Square	Potential Building Area:	N/A
Topography:	Level	Potential Units:	N/A
Entitlements:	No		

SALE INFORMATION

Status:	Recorded Sale	OAR:	N/A
Deed Reference:	202302094	NOI:	N/A
Sale Date:	3/2023	Price per Sq.Ft.:	$6.20
Sale Price:	$255,000	Price per Acre:	$270,127
Value Interest:	Fee Simple	Price per Potential Building Area:	N/A
Grantor:	ABS Properties, LLC	Price per Potential Units:	N/A
Grantee:	James Randall DeMoss		
Financing:	Cash		
Condition of Sale:	Arm's Length		

VERIFICATION COMMENTS

Jim Manatt with Manatt & Company

COMMENTS

This property features a 2,700 square foot metal warehouse building and fenced yard. The broker reported that they had originally listed the property for $225,000 but chose the highest offer at $255,000. The buyer intends on using the property for their freight hauling business due to its adjacent location next to a trucking route.

Addendum D:
Qualifications of the Appraiser



John C. Kirby, MAI
Executive Managing Director

Valuation & Advisory
Market Lead, Southwest
Cushman & Wakefield of Arizona, Inc.

Professional Expertise

Mr. Kirby is the Market Lead and Executive Managing Director of Cushman & Wakefield's Valuation & Advisory service line for the Southwest Region. He joined Cushman & Wakefield in 2015 as a producing appraiser and now leads a large team of the region's most experienced valuation professionals. As Market Lead primary responsibilities include client interfacing, complex assignment scoping, quality control, and oversight of all valuation related services transacting in the region. Our team is the market leader in terms of high-quality service and market expertise. We are tasked with completing some of the highest profile and complex assignments in the region.

In addition to traditional appraisal service, our team has capabilities to uniquely serve trust and estate clients with both our commercial real estate expertise partnered with our in-house business valuation professionals. Our property tax consultant group is highly regarded as one of the most effective groups in the region with regards to reducing client's property taxes. We have a full-scale Valuation for Financial Reporting (VFR) group with unique expertise and licensing to complete assignments to meet IRS and other reporting standards for businesses, investors, partners, etc. Mr. Kirby is engaged with all of our professionals and their respective specialties.

Mr. Kirby has been actively engaged in commercial and residential real estate since 2004. Mr. Kirby's appraisal and consulting assignments have included all major property types including residential (single and multifamily), office, retail and industrial buildings plus other unique highly specialized properties including ground leased properties and leasehold interests.

Mr. Kirby has vast experience with land and development related assignments including existing stand- alone residential subdivisions, large scale master-planned developments (traditional and age restricted), custom lot subdivisions and condominium and apartment projects. Additional vacant land appraisals have included residential, multifamily, commercial, retail pad, and industrial sites, mixed use developments, remote speculative land holdings and ranches and farms.

John Kirby, MAI is a court qualified expert witness with experience in a variety of cases in both Federal and State courts.

Memberships, Licenses, Professional Affiliations and Education

- Designated Member, Appraisal Institute. As of the current date, John Kirby, MAI has completed the requirements of the continuing education program of the Appraisal Institute.
- Bachelor of Arts, Cal State Fullerton
- Member of National Association of Realtors (NAR)
- Certified General Real Estate Appraiser in the following states:

- Arizona – 31553
- California – 3004885
- Hawaii – CGA-1584-0
- Nevada – A.0205829-CG
- New Mexico – 03437-G
- Texas – 1381084

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

State of New Mexico

Real Estate Appraisers

HEREBY CERTIFIES THAT

John Charles Kirby, II

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. 03437-G Issued 07/22/2015 Expires 04/30/2027

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

SITE TRAFFIC ANALYSIS

E. 9TH ST. RIGHT-OF-WAY VACATION REQUEST

N. MAIN ST. TO N. VIRGINIA AVE.

P&Z CASE VAC-25-0007

ROSWELL, NM

Prepared for:

Roswell Ford / City of Roswell



Smith Engineering Company
PO Box 2565
Roswell, NM 88202
(575) 622-8866
www.smithengineering.pro

APRIL - 2025

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GENERAL

This report presents a traffic analysis for E. 9th St. between N. Main St. and N. Virginia Ave. The purpose of the report is to provide Roswell Ford, City of Roswell (City) staff, and the Roswell City Council with information relative to the request by Roswell Ford to vacate the existing 60' Right-of-Way (ROW) of E. 9th St. The vacation request is in support of proposed improvements to Roswell Ford and converting the existing ROW to service lanes and access easements to facilitate one-way traffic movement from N. Main St. to N. Virginia Ave.

The existing E. 9th St. corridor is approximately 425' long and 60' wide, comprising of just over one-half acre in area. Roswell Ford owns the property on the north side of 9th St. and the west property on the south side of 9th St. Rhoads Co. owns the east property on the south side of 9th St. and maintains a small warehouse and storage yard there. The primary ingress/egress point for the Rhoads property is on N. Virginia Ave. through a large, gated access. An aerial view of the entire subject site is shown below in Panel I.



Panel I.

EXISTING ROADWAY CONDITIONS

Currently, E. 9th St. is a paved, two-lane, local street with 12' driving lanes and perimeter concrete curb/valley gutters running between N. Main St. and N. Virginia Ave. There are no separate or "dedicated" right or left-hand turning lanes. The pavement and curbs are in fair to poor condition, with the exception of a new concrete valley gutter recently installed on the south side of 9th St. by Roswell Ford in front of the showroom and service center. Roswell Ford has plans to further improve the roadway with new pavement and curb and gutter replacement as necessary to maintain proper drainage (west to east) once their proposed right-of-way vacation application is approved by the City of Roswell (City).

EXISTING TRAFFIC CONDITIONS

In order to determine the current traffic volume on E. 9th St., standard tube-style traffic counters were set across the roadway for seven consecutive days starting Wednesday, April 16, 2025 through Tuesday, April 22, 2025. The counters recorded vehicles traveling eastbound and westbound separately, broken out into each hour of each day. The average weekday 24-hr count was 251 vehicles per day (vpd), with 114 vpd traveling west-bound and 137 vpd traveling east-bound. The 24-hr average dropped to 117 vpd (two-way) over the weekend. The recorded data from the traffic counts is included in Appendix A.

Roswell Ford provided estimated numbers of employees, daily deliveries, repair orders, sales, etc. for traffic using E. 9th St. Using the information provided, it is estimated that the average number of vehicles using E. 9th St. generated by and in support of business operations of Roswell Ford is 220 vpd. This accounts for approximately 88% of the 251 vpd recorded by the counters. The information provided by Roswell Ford is shown in Appendix B.

For comparison purposes, NMDOT traffic count data for the adjacent streets was also analyzed. In 2023, an average of approximately 19,700 vpd used N. Main St. between 6th St. and 7th St. In 2024, there was an average of approximately 21,400 vpd using N. Main St. between 11th St. and 12th St. There was an average of 4,850 vpd traveling N. Virginia Ave. between E. 6th St. and E. 12th St. Finally, the 2024 NMDOT data showed an average of 382 vpd traveling E. 8th St. between N. Main St. and N. Virginia Ave. These numbers include all lanes of each street and both directions of travel. It should be noted that there was an error in the 2024 traffic data count for the section of N. Main St. between 6th St. and 7th St. Therefore, the 2023 data was referenced above. The NMDOT traffic count data is included in Appendix C.

PROJECTED TRAFFIC CONDITIONS

The proposed improvements to Roswell Ford include new one-way service lanes (3) and workspace supporting the service department. The improvements are proposed to be constructed within a portion of the existing E. 9th St. ROW (once vacated) and on the property north of the street. Upon full buildout, it is expected that traffic entering/exiting the site will increase by approximately 25% to 314 vpd. Vehicles will enter from N. Main St. and exit left or right onto N. Virginia Ave. Dedicated 20'- 30'access easements are proposed with the right-of-way vacation request to allow continuous access from N. Main St. to N. Virginia Ave.

CONCLUSIONS

According to the traffic count data taken from Wednesday, April 16, 2025 to Tuesday, April 22, 2025, the average number of vehicles traveling on E. 9th St. on a typical weekday was 251 vpd. Based on employee, customer, and vendor information provided by Roswell Ford, approximately 88% of the traffic on E. 9th St. is generated in support of daily operations at the dealership during regular business hours. The traffic volume on E. 9th St. is approximately 1.2% of the daily volume on N. Main St., approximately 5.2% of the daily volume on N. Virginia Ave. and approximately 65% of the daily volume on E. 8th St. one block to the south.

The proposed service lanes and access easements will be dedicated one-way direction from N. Main St. to N. Virginia Ave. Safety through the corridor will improve with one-way traffic flow by eliminating the unprotected left-hand turning movement onto N. Main St. One-way directional movement will also reduce the potential for vehicle/pedestrian conflicts.

Once the proposed improvements are complete, the anticipated 25% increase in traffic volume entering/exiting the site results in an estimated weekday total of 314 vpd. This amount of traffic exiting the site will be insignificant to the existing traffic conditions on N. Virginia Ave. with a current volume of approximately 4,850 vpd.

This analysis shows the vacation of the E. 9th St. ROW will have little, if any, impact on the general public as only a small percentage (12%) of the typical weekday traffic volume using the street is unrelated to Roswell Ford business activities. E. 10th St. and E. 8th St. are only a block away to provide access from N. Main St. to N. Virginia Ave. Both streets are maintained by the City and are capable of handling additional local traffic without negatively impacting existing conditions.



APPENDIX A
E. 9th St. Traffic Count Data

TRAFFIC STUDY
E. 9TH ST. BETWEEN N. MAIN ST. AND N. VIRGINIA AVE.
4/16/2025 TO 4/22/2025
CNTR 8

33.402276
-104.521632

Direction: A to B, WBL

4/16/2025 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
7:00	3	7	0	0	0	0	0	0	0	0	0	0	0	10
8:00	5	4	2	0	0	0	0	0	0	0	0	0	0	11
9:00	1	1	0	0	0	0	0	0	0	0	0	0	0	2
10:00	2	4	3	0	0	0	0	0	0	0	0	0	0	9
11:00	4	6	2	0	0	0	0	0	0	0	0	0	0	12
12:00 PM	0	8	1	0	0	0	0	0	0	0	0	0	0	9
1:00	0	7	2	1	0	0	0	0	0	0	0	0	0	10
2:00	2	11	0	0	0	0	0	0	0	0	0	0	0	13
3:00	1	3	3	2	0	0	0	0	0	0	0	0	0	9
4:00	1	5	0	0	0	0	0	0	0	0	0	0	0	6
5:00	1	3	2	1	0	0	0	0	0	0	0	0	0	7
6:00	1	1	2	0	0	0	0	0	0	0	0	0	0	4
7:00	0	3	0	0	0	0	0	0	0	0	0	0	0	3
8:00	2	0	1	0	0	0	0	0	0	0	0	0	0	3
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	23	63	19	4	0	0	0	0	0	0	0	0	0	109

Percentile	15th	50th	85th	95th
Speed	14	18	22	24

Mean Speed (Average)	16.7
10 MPH Pace Speed	15-24
Number in Pace	82
Percent in Pace	75.2%
Number > 30 MPH	0
Percent > 30 MPH	0.0%

TRAFFIC STUDY
E. 9TH ST. BETWEEN N. MAIN ST. AND N. VIRGINIA AVE.
4/16/2025 TO 4/22/2025
CNTR 8

33.402276
-104.521632

Direction: A to B, WBL

4/17/2025 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	2	0	0	0	0	0	0	0	0	0	0	0	2
7:00	0	2	1	0	0	0	0	0	0	0	0	0	0	3
8:00	4	8	2	0	0	0	0	0	0	0	0	0	0	14
9:00	4	3	0	0	0	0	0	0	0	0	0	0	0	7
10:00	1	2	2	0	0	0	0	0	0	0	0	0	0	5
11:00	2	3	1	0	0	0	0	0	0	0	0	0	0	6
12:00 PM	6	5	2	0	0	0	0	0	0	0	0	0	0	13
1:00	1	4	0	0	0	0	0	0	0	0	0	0	0	5
2:00	3	6	1	0	0	0	0	0	0	0	0	0	0	10
3:00	0	4	2	0	0	0	0	0	0	0	0	0	0	6
4:00	2	2	4	0	0	0	0	0	0	0	0	0	0	8
5:00	2	3	2	0	0	0	0	0	0	0	0	0	0	7
6:00	0	0	2	0	0	0	0	0	0	0	0	0	0	2
7:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
8:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1
9:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	26	44	21	0	0	0	0	0	0	0	0	0	0	91

Percentile	15th	50th	85th	95th
Speed	11	17	22	24

Mean Speed (Average)	15.8
10 MPH Pace Speed	15-24
Number in Pace	65
Percent in Pace	71.4%
Number > 30 MPH	0
Percent > 30 MPH	0.0%

TRAFFIC STUDY
E. 9TH ST. BETWEEN N. MAIN ST. AND N. VIRGINIA AVE.
4/16/2025 TO 4/22/2025
CNTR 8

33.402276
-104.521632

Direction: A to B, WBL

4/18/2025 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	1
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	1	6	2	0	0	0	0	0	0	0	0	0	0	9
8:00	8	10	2	1	0	0	0	0	0	0	0	0	0	21
9:00	3	8	0	1	0	0	0	0	0	0	0	0	0	12
10:00	4	1	3	1	0	0	0	0	0	0	0	0	0	9
11:00	2	4	1	0	0	0	0	0	0	0	0	0	0	7
12:00 PM	4	7	1	1	0	0	0	0	0	0	0	0	0	13
1:00	2	2	2	0	0	0	0	0	0	0	0	0	0	6
2:00	0	7	0	0	0	0	0	0	0	0	0	0	0	7
3:00	2	6	1	0	0	0	0	0	0	0	0	0	0	9
4:00	5	3	1	0	0	0	0	0	0	0	0	0	0	9
5:00	7	0	0	0	0	0	0	0	0	0	0	0	0	7
6:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1
7:00	0	0	2	1	0	0	0	0	0	0	0	0	0	3
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	1	2	0	0	0	0	0	0	0	0	0	0	0	3
10:00	1	1	2	0	0	0	0	0	0	0	0	0	0	4
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	42	57	18	5	0	0	0	0	0	0	0	0	0	122

Percentile	15th	50th	85th	95th
Speed	11	16	20	24

Mean Speed (Average)	15.2
10 MPH Pace Speed	15-24
Number in Pace	75
Percent in Pace	61.5%
Number > 30 MPH	0
Percent > 30 MPH	0.0%

TRAFFIC STUDY
E. 9TH ST. BETWEEN N. MAIN ST. AND N. VIRGINIA AVE.
4/16/2025 TO 4/22/2025
CNTR 8

33.402276
-104.521632

Direction: A to B, WBL

4/19/2025 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1
7:00	0	4	0	0	0	0	0	0	0	0	0	0	0	4
8:00	2	1	2	1	0	0	0	0	0	0	0	0	0	6
9:00	1	2	0	0	0	0	0	0	0	0	0	0	0	3
10:00	1	4	0	0	0	0	0	0	0	0	0	0	0	5
11:00	3	3	1	0	1	0	0	0	0	0	0	0	0	8
12:00 PM	2	2	2	1	0	0	0	0	0	0	0	0	0	7
1:00	0	5	1	0	0	0	0	0	0	0	0	0	0	6
2:00	3	2	0	1	0	0	0	0	0	0	0	0	0	6
3:00	0	2	0	2	0	0	0	0	0	0	0	0	0	4
4:00	4	1	1	2	0	0	0	0	0	0	0	0	0	8
5:00	2	3	1	0	0	0	0	0	0	0	0	0	0	6
6:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
9:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
10:00	1	1	2	0	0	0	0	0	0	0	0	0	0	4
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	20	31	12	7	1	0	0	0	0	0	0	0	0	71

Percentile	15th	50th	85th	95th
Speed	11	17	23	26

Mean Speed (Average)	16.8
10 MPH Pace Speed	15-24
Number in Pace	43
Percent in Pace	60.6%
Number > 30 MPH	1
Percent > 30 MPH	1.4%

TRAFFIC STUDY
E. 9TH ST. BETWEEN N. MAIN ST. AND N. VIRGINIA AVE.
4/16/2025 TO 4/22/2025
CNTR 8

33.402276
-104.521632

Direction: A to B, WBL

4/20/2025 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	0	2	0	0	0	0	0	0	0	0	0	0	2
10:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
11:00	2	0	1	0	0	0	0	0	0	0	0	0	0	3
12:00 PM	1	1	0	1	0	0	0	0	0	0	0	0	0	3
1:00	1	1	0	0	0	0	0	0	0	0	0	0	0	2
2:00	0	1	0	1	0	0	0	0	0	0	0	0	0	2
3:00	0	1	1	0	0	0	0	0	0	0	0	0	0	2
4:00	1	0	1	0	0	0	0	0	0	0	0	0	0	2
5:00	0	1	1	0	0	0	0	0	0	0	0	0	0	2
6:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
7:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
8:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	5	5	11	2	0	0	0	0	0	0	0	0	0	23

Percentile	15th	50th	85th	95th
Speed	14	21	25	25

Mean Speed (Average)	18.6
10 MPH Pace Speed	15-24
Number in Pace	16
Percent in Pace	69.6%
Number > 30 MPH	0
Percent > 30 MPH	0.0%

TRAFFIC STUDY
E. 9TH ST. BETWEEN N. MAIN ST. AND N. VIRGINIA AVE.
4/16/2025 TO 4/22/2025
CNTR 8

33.402276
-104.521632

Direction: A to B, WBL

4/21/2025 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	2	2	0	0	0	0	0	0	0	0	0	0	0	4
8:00	3	6	3	0	0	0	0	0	0	0	0	0	0	12
9:00	5	9	3	0	0	0	0	0	0	0	0	0	0	17
10:00	5	5	2	0	0	0	0	0	0	0	0	0	0	12
11:00	1	8	3	1	0	0	0	0	0	0	0	0	0	13
12:00 PM	5	7	2	0	0	0	0	0	0	0	0	0	0	14
1:00	2	3	3	0	0	0	0	0	0	0	0	0	0	8
2:00	2	2	1	0	0	0	0	0	0	0	0	0	0	5
3:00	2	1	5	1	0	0	0	0	0	0	0	0	0	9
4:00	2	6	1	1	1	0	0	0	0	0	0	0	0	11
5:00	2	2	2	1	0	0	0	0	0	0	0	0	0	7
6:00	1	2	1	0	0	0	0	0	0	0	0	0	0	4
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	2	0	0	0	0	0	0	0	0	0	0	2
9:00	1	0	0	1	0	0	0	0	0	0	0	0	0	2
10:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
11:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
Total	34	53	28	7	1	0	0	0	0	0	0	0	0	123

Percentile	15th	50th	85th	95th
Speed	13	17	22	25

Mean Speed (Average)	16.6
10 MPH Pace Speed	15-24
Number in Pace	81
Percent in Pace	65.9%
Number > 30 MPH	1
Percent > 30 MPH	0.8%

TRAFFIC STUDY
E. 9TH ST. BETWEEN N. MAIN ST. AND N. VIRGINIA AVE.
4/16/2025 TO 4/22/2025
CNTR 8

33.402276
-104.521632

Direction: A to B, WBL

4/22/2025 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
5:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1
6:00	1	1	1	0	0	0	0	0	0	0	0	0	0	3
7:00	0	2	3	1	0	0	0	0	0	0	0	0	0	6
8:00	7	6	2	0	0	0	0	0	0	0	0	0	0	15
9:00	2	3	2	0	0	0	0	0	0	0	0	0	0	7
10:00	1	3	1	0	0	0	0	0	0	0	0	0	0	5
11:00	3	2	1	0	0	0	0	0	0	0	0	0	0	6
12:00 PM	6	3	1	0	0	0	0	0	0	0	0	0	0	10
1:00	5	7	0	0	0	0	0	0	0	0	0	0	0	12
2:00	5	8	3	1	0	0	0	0	0	0	0	0	0	17
3:00	3	5	6	1	0	0	0	0	0	0	0	0	0	15
4:00	4	2	1	0	0	0	0	0	0	0	0	0	0	7
5:00	1	4	6	1	0	0	0	0	0	0	0	0	0	12
6:00	1	1	2	0	0	0	0	0	0	0	0	0	0	4
7:00	1	1	0	1	0	0	0	0	0	0	0	0	0	3
8:00	0	0	0	0	1	0	0	0	0	0	0	0	0	1
9:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	41	48	31	5	1	0	0	0	0	0	0	0	0	126
			Percentile	15th	50th	85th	95th							
			Speed	12	18	22	25							
		Mean Speed (Average)		16.0										
		10 MPH Pace Speed		15-24										
		Number in Pace		79										
		Percent in Pace		62.7%										
		Number > 30 MPH		1										
		Percent > 30 MPH		0.8%										
Grand Total	191	301	140	30	3	0	0	0	0	0	0	0	0	665
Stats			Percentile	15th	50th	85th	95th							
			Speed	12	17	22	25							
		Mean Speed (Average)		16.2										
		10 MPH Pace Speed		15-24										
		Number in Pace		439										
		Percent in Pace		66.0%										
		Number > 30 MPH		3										
		Percent > 30 MPH		0.5%										

TRAFFIC STUDY
E. 9TH ST. BETWEEN N. MAIN ST. AND N. VIRGINIA AVE.
4/16/2025 TO 4/22/2025
CNTR 8

33.402276
-104.521632

Direction: B to A, EBL

4/16/2025 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
6:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
7:00	0	2	3	2	0	0	0	0	0	0	0	0	0	7
8:00	3	0	2	2	0	0	0	0	0	0	0	0	0	7
9:00	0	3	3	1	0	0	0	0	0	0	0	0	0	7
10:00	1	5	1	0	0	0	0	0	0	0	0	0	0	7
11:00	2	2	7	1	0	0	0	0	0	0	0	0	0	12
12:00 PM	3	7	8	0	1	0	0	0	0	0	0	0	0	19
1:00	2	4	5	1	0	0	0	0	0	0	0	0	0	12
2:00	3	4	3	1	0	0	0	0	0	0	0	0	0	11
3:00	4	0	2	1	0	0	0	0	0	0	0	0	0	7
4:00	4	2	4	1	0	0	0	0	0	0	0	0	0	11
5:00	1	5	6	1	0	0	0	0	0	0	0	0	0	13
6:00	0	2	0	0	0	0	0	0	0	0	0	0	0	2
7:00	0	1	2	1	0	0	0	0	0	0	0	0	0	4
8:00	2	0	1	0	0	0	0	0	0	0	0	0	0	3
9:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
10:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
11:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Total	25	38	49	14	1	0	0	0	0	0	0	0	0	127

Percentile	15th	50th	85th	95th
Speed	14	20	24	26

Mean Speed (Average)	18.7
10 MPH Pace Speed	15-24
Number in Pace	86
Percent in Pace	67.7%
Number > 30 MPH	1
Percent > 30 MPH	0.8%

TRAFFIC STUDY
E. 9TH ST. BETWEEN N. MAIN ST. AND N. VIRGINIA AVE.
4/16/2025 TO 4/22/2025
CNTR 8

33.402276
-104.521632

Direction: B to A, EBL

4/17/2025 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	1	0	1	0	0	0	0	0	0	0	0	0	0	2
8:00	1	3	1	0	0	0	0	0	0	0	0	0	0	5
9:00	3	3	0	0	0	0	0	0	0	0	0	0	0	6
10:00	4	3	3	1	0	0	0	0	0	0	0	0	0	11
11:00	1	6	2	0	1	0	0	0	0	0	0	0	0	10
12:00 PM	4	10	1	0	0	0	0	0	0	0	0	0	0	15
1:00	1	5	3	4	0	0	0	0	0	0	0	0	0	13
2:00	3	3	2	1	0	0	0	0	0	0	0	0	0	9
3:00	3	6	3	1	0	0	0	0	0	0	0	0	0	13
4:00	1	5	5	0	0	0	0	0	0	0	0	0	0	11
5:00	4	2	8	0	0	0	0	0	0	0	0	0	0	14
6:00	0	1	1	1	0	0	0	0	0	0	0	0	0	3
7:00	3	1	1	0	0	0	0	0	0	0	0	0	0	5
8:00	1	3	0	1	0	0	0	0	0	0	0	0	0	5
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
11:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Total	30	52	33	9	1	0	0	0	0	0	0	0	0	125

	15th	50th	85th	95th
Percentile Speed	13	18	23	26

Mean Speed (Average)	17.3
10 MPH Pace Speed	15-24
Number in Pace	85
Percent in Pace	68.0%
Number > 30 MPH	1
Percent > 30 MPH	0.8%

TRAFFIC STUDY
E. 9TH ST. BETWEEN N. MAIN ST. AND N. VIRGINIA AVE.
4/16/2025 TO 4/22/2025
CNTR 8

33.402276
-104.521632

Direction: B to A, EBL

4/18/2025 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	1	0	1	0	0	0	0	0	0	0	0	0	0	2
6:00	0	1	0	0	1	0	0	0	0	0	0	0	0	2
7:00	0	1	1	0	0	0	0	0	0	0	0	0	0	2
8:00	0	5	2	0	0	0	0	0	0	0	0	0	0	7
9:00	2	3	3	0	0	0	0	0	0	0	0	0	0	8
10:00	0	4	5	2	0	0	0	0	0	0	0	0	0	11
11:00	6	3	6	1	0	0	0	0	0	0	0	0	0	16
12:00 PM	0	4	2	2	0	0	0	0	0	0	0	0	0	8
1:00	6	4	6	1	0	0	0	0	0	0	0	0	0	17
2:00	1	4	3	1	0	0	0	0	0	0	0	0	0	9
3:00	1	9	5	1	0	0	0	0	0	0	0	0	0	16
4:00	1	3	2	1	0	0	0	0	0	0	0	0	0	7
5:00	5	11	7	1	1	0	0	0	0	0	0	0	0	25
6:00	1	2	3	0	0	0	0	0	0	0	0	0	0	6
7:00	4	3	1	0	0	0	0	0	0	0	0	0	0	8
8:00	1	0	1	1	0	0	0	0	0	0	0	0	0	3
9:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
10:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
11:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	30	58	49	11	2	0	0	0	0	0	0	0	0	150

Percentile	15th	50th	85th	95th
Speed	14	19	23	26

Mean Speed (Average)	18.1
10 MPH Pace Speed	15-24
Number in Pace	106
Percent in Pace	70.7%
Number > 30 MPH	2
Percent > 30 MPH	1.3%

TRAFFIC STUDY
E. 9TH ST. BETWEEN N. MAIN ST. AND N. VIRGINIA AVE.
4/16/2025 TO 4/22/2025
CNTR 8

33.402276
-104.521632

Direction: B to A, EBL

4/19/2025 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	1
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	2	0	0	0	0	0	0	0	0	0	0	2
8:00	2	2	1	0	0	0	0	0	0	0	0	0	0	5
9:00	2	3	1	2	0	0	0	0	0	0	0	0	0	8
10:00	2	4	0	0	0	0	0	0	0	0	0	0	0	6
11:00	4	6	2	0	0	0	0	0	0	0	0	0	0	12
12:00 PM	4	2	2	0	0	0	0	0	0	0	0	0	0	8
1:00	1	5	1	0	0	0	0	0	0	0	0	0	0	7
2:00	1	6	7	0	0	0	0	0	0	0	0	0	0	14
3:00	4	5	4	1	0	0	0	0	0	0	0	0	0	14
4:00	0	5	2	0	0	0	0	0	0	0	0	0	0	7
5:00	0	4	3	2	0	0	0	0	0	0	0	0	0	9
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	2	0	0	0	0	0	0	0	0	0	0	0	2
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	0	3	0	0	0	0	0	0	0	0	0	0	3
10:00	0	0	0	0	0	0	1	0	0	0	0	0	0	1
11:00	0	2	0	0	0	0	0	0	0	0	0	0	0	2
Total	20	46	29	5	0	0	1	0	0	0	0	0	0	101

Percentile	15th	50th	85th	95th
Speed	14	18	23	25

Mean Speed (Average)	17.7
10 MPH Pace Speed	15-24
Number in Pace	75
Percent in Pace	74.3%
Number > 30 MPH	1
Percent > 30 MPH	1.0%

TRAFFIC STUDY
E. 9TH ST. BETWEEN N. MAIN ST. AND N. VIRGINIA AVE.
4/16/2025 TO 4/22/2025
CNTR 8

33.402276
-104.521632

Direction: B to A, EBL

4/20/2025 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1
10:00	0	0	3	0	0	0	0	0	0	0	0	0	0	3
11:00	1	2	1	1	0	0	0	0	0	0	0	0	0	5
12:00 PM	1	0	2	0	0	0	0	0	0	0	0	0	0	3
1:00	0	0	0	0	1	0	0	0	0	0	0	0	0	1
2:00	1	2	0	0	0	0	0	0	0	0	0	0	0	3
3:00	0	0	2	2	0	0	0	0	0	0	0	0	0	4
4:00	1	2	0	0	0	0	0	0	0	0	0	0	0	3
5:00	0	1	3	0	0	0	0	0	0	0	0	0	0	4
6:00	1	1	0	0	0	0	0	0	0	0	0	0	0	2
7:00	0	1	1	0	0	0	0	0	0	0	0	0	0	2
8:00	0	2	2	0	0	0	0	0	0	0	0	0	0	4
9:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	1	1	0	0	0	0	0	0	0	0	0	0	2
Total	6	13	15	4	1	0	0	0	0	0	0	0	0	39

Percentile	15th	50th	85th	95th
Speed	14	21	25	27

Mean Speed (Average)	19.3
10 MPH Pace Speed	15-24
Number in Pace	28
Percent in Pace	71.8%
Number > 30 MPH	1
Percent > 30 MPH	2.6%

TRAFFIC STUDY
E. 9TH ST. BETWEEN N. MAIN ST. AND N. VIRGINIA AVE.
4/16/2025 TO 4/22/2025
CNTR 8

33.402276
-104.521632

Direction: B to A, EBL

4/21/2025 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	1	0	1	0	0	0	0	0	0	0	0	0	0	2
7:00	0	1	3	1	0	0	0	0	0	0	0	0	0	5
8:00	5	2	3	0	0	0	0	0	0	0	0	0	0	10
9:00	3	4	1	0	0	0	0	0	0	0	0	0	0	8
10:00	2	4	6	0	0	0	0	0	0	0	0	0	0	12
11:00	2	3	3	1	0	0	0	0	0	0	0	0	0	9
12:00 PM	3	5	3	1	0	0	0	0	0	0	0	0	0	12
1:00	1	9	2	1	0	0	0	0	0	0	0	0	0	13
2:00	2	6	4	1	1	0	0	0	0	0	0	0	0	14
3:00	0	3	2	3	0	0	0	0	0	0	0	0	0	8
4:00	1	6	4	1	0	0	0	0	0	0	0	0	0	12
5:00	1	5	6	0	0	0	0	0	0	0	0	0	0	12
6:00	1	5	3	0	0	0	0	0	0	0	0	0	0	9
7:00	0	1	3	1	0	0	0	0	0	0	0	0	0	5
8:00	0	2	0	0	0	0	0	0	0	0	0	0	0	2
9:00	0	1	2	0	0	0	0	0	0	0	0	0	0	3
10:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
11:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
Total	22	59	46	11	1	0	0	0	0	0	0	0	0	139

Percentile	15th	50th	85th	95th
Speed	15	19	24	27

Mean Speed (Average)	18.5
10 MPH Pace Speed	15-24
Number in Pace	104
Percent in Pace	74.8%
Number > 30 MPH	1
Percent > 30 MPH	0.7%

TRAFFIC STUDY
E. 9TH ST. BETWEEN N. MAIN ST. AND N. VIRGINIA AVE.
4/16/2025 TO 4/22/2025
CNTR 8

33.402276
-104.521632

Direction: B to A, EBL

4/22/2025 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	1
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
7:00	0	0	3	1	0	0	0	0	0	0	0	0	0	4
8:00	1	3	1	0	0	0	0	0	0	0	0	0	0	5
9:00	3	3	2	0	0	0	0	0	0	0	0	0	0	8
10:00	0	2	6	2	0	0	0	0	0	0	0	0	0	10
11:00	5	1	6	1	0	0	0	0	0	0	0	0	0	13
12:00 PM	2	10	1	0	0	0	0	0	0	0	0	0	0	13
1:00	5	4	5	3	0	0	0	0	0	0	0	0	0	17
2:00	2	4	2	2	1	0	0	0	0	0	0	0	0	11
3:00	6	4	3	1	0	0	0	0	0	0	0	0	0	14
4:00	1	7	4	2	0	0	0	0	0	0	0	0	0	14
5:00	2	5	5	0	2	0	0	0	0	0	0	0	0	14
6:00	0	2	5	0	0	0	0	0	0	0	0	0	0	7
7:00	1	1	3	1	0	0	0	0	0	0	0	0	0	6
8:00	0	1	1	0	0	0	0	0	0	0	0	0	0	2
9:00	0	1	0	1	1	0	0	0	0	0	0	0	0	3
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	28	48	47	15	5	0	0	0	0	0	0	0	0	143
			Percentile	15th	50th	85th	95th							
			Speed	14	19	24	29							
		Mean Speed (Average)		18.8										
		10 MPH Pace Speed		15-24										
		Number in Pace		94										
		Percent in Pace		65.7%										
		Number > 30 MPH		5										
		Percent > 30 MPH		3.5%										
Grand Total	161	314	268	69	11	0	1	0	0	0	0	0	0	824
Stats			Percentile	15th	50th	85th	95th							
			Speed	14	19	24	27							
		Mean Speed (Average)		18.3										
		10 MPH Pace Speed		15-24										
		Number in Pace		578										
		Percent in Pace		70.1%										
		Number > 30 MPH		12										
		Percent > 30 MPH		1.5%										

TRAFFIC STUDY
E. 9TH ST. BETWEEN N. MAIN ST. AND N. VIRGINIA AVE.
4/16/2025 TO 4/22/2025
CNTR 8

33.402276
-104.521632

Direction: Combined

4/16/2025 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
6:00	0	0	2	0	0	0	0	0	0	0	0	0	0	2
7:00	3	9	3	2	0	0	0	0	0	0	0	0	0	17
8:00	8	4	4	2	0	0	0	0	0	0	0	0	0	18
9:00	1	4	3	1	0	0	0	0	0	0	0	0	0	9
10:00	3	9	4	0	0	0	0	0	0	0	0	0	0	16
11:00	6	8	9	1	0	0	0	0	0	0	0	0	0	24
12:00 PM	3	15	9	0	1	0	0	0	0	0	0	0	0	28
1:00	2	11	7	2	0	0	0	0	0	0	0	0	0	22
2:00	5	15	3	1	0	0	0	0	0	0	0	0	0	24
3:00	5	3	5	3	0	0	0	0	0	0	0	0	0	16
4:00	5	7	4	1	0	0	0	0	0	0	0	0	0	17
5:00	2	8	8	2	0	0	0	0	0	0	0	0	0	20
6:00	1	3	2	0	0	0	0	0	0	0	0	0	0	6
7:00	0	4	2	1	0	0	0	0	0	0	0	0	0	7
8:00	4	0	2	0	0	0	0	0	0	0	0	0	0	6
9:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
10:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
11:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Total	48	101	68	18	1	0	0	0	0	0	0	0	0	236

	Percentile	15th	50th	85th	95th
	Speed	0	0	0	0

Mean Speed (Average)	17.8
10 MPH Pace Speed	15-24
Number in Pace	168
Percent in Pace	71.2%
Number > 30 MPH	1
Percent > 30 MPH	0.4%

TRAFFIC STUDY
E. 9TH ST. BETWEEN N. MAIN ST. AND N. VIRGINIA AVE.
4/16/2025 TO 4/22/2025
CNTR 8

33.402276
-104.521632

Direction: Combined

4/17/2025 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
6:00	0	2	0	0	0	0	0	0	0	0	0	0	0	2
7:00	1	2	2	0	0	0	0	0	0	0	0	0	0	5
8:00	5	11	3	0	0	0	0	0	0	0	0	0	0	19
9:00	7	6	0	0	0	0	0	0	0	0	0	0	0	13
10:00	5	5	5	1	0	0	0	0	0	0	0	0	0	16
11:00	3	9	3	0	1	0	0	0	0	0	0	0	0	16
12:00 PM	10	15	3	0	0	0	0	0	0	0	0	0	0	28
1:00	2	9	3	4	0	0	0	0	0	0	0	0	0	18
2:00	6	9	3	1	0	0	0	0	0	0	0	0	0	19
3:00	3	10	5	1	0	0	0	0	0	0	0	0	0	19
4:00	3	7	9	0	0	0	0	0	0	0	0	0	0	19
5:00	6	5	10	0	0	0	0	0	0	0	0	0	0	21
6:00	0	1	3	1	0	0	0	0	0	0	0	0	0	5
7:00	3	1	2	0	0	0	0	0	0	0	0	0	0	6
8:00	2	3	0	1	0	0	0	0	0	0	0	0	0	6
9:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
10:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
11:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Total	56	96	54	9	1	0	0	0	0	0	0	0	0	216

	15th	50th	85th	95th
Percentile Speed	0	0	0	0

Mean Speed (Average)	16.7
10 MPH Pace Speed	15-24
Number in Pace	149
Percent in Pace	69.0%
Number > 30 MPH	1
Percent > 30 MPH	0.5%

TRAFFIC STUDY
E. 9TH ST. BETWEEN N. MAIN ST. AND N. VIRGINIA AVE.
4/16/2025 TO 4/22/2025
CNTR 8

33.402276
-104.521632

Direction: Combined

4/18/2025 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	1
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	2	0	1	0	0	0	0	0	0	0	0	0	0	3
6:00	0	1	0	0	1	0	0	0	0	0	0	0	0	2
7:00	1	7	3	0	0	0	0	0	0	0	0	0	0	11
8:00	8	15	4	1	0	0	0	0	0	0	0	0	0	28
9:00	5	11	3	1	0	0	0	0	0	0	0	0	0	20
10:00	4	5	8	3	0	0	0	0	0	0	0	0	0	20
11:00	8	7	7	1	0	0	0	0	0	0	0	0	0	23
12:00 PM	4	11	3	3	0	0	0	0	0	0	0	0	0	21
1:00	8	6	8	1	0	0	0	0	0	0	0	0	0	23
2:00	1	11	3	1	0	0	0	0	0	0	0	0	0	16
3:00	3	15	6	1	0	0	0	0	0	0	0	0	0	25
4:00	6	6	3	1	0	0	0	0	0	0	0	0	0	16
5:00	12	11	7	1	1	0	0	0	0	0	0	0	0	32
6:00	2	2	3	0	0	0	0	0	0	0	0	0	0	7
7:00	4	3	3	1	0	0	0	0	0	0	0	0	0	11
8:00	1	0	1	1	0	0	0	0	0	0	0	0	0	3
9:00	1	3	0	0	0	0	0	0	0	0	0	0	0	4
10:00	1	1	3	0	0	0	0	0	0	0	0	0	0	5
11:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	72	115	67	16	2	0	0	0	0	0	0	0	0	272

Percentile	15th	50th	85th	95th
Speed	0	0	0	0

Mean Speed (Average)	16.8
10 MPH Pace Speed	15-24
Number in Pace	181
Percent in Pace	66.5%
Number > 30 MPH	2
Percent > 30 MPH	0.7%

TRAFFIC STUDY
E. 9TH ST. BETWEEN N. MAIN ST. AND N. VIRGINIA AVE.
4/16/2025 TO 4/22/2025
CNTR 8

33.402276
-104.521632

Direction: Combined

4/19/2025 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	1
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1
7:00	0	4	2	0	0	0	0	0	0	0	0	0	0	6
8:00	4	3	3	1	0	0	0	0	0	0	0	0	0	11
9:00	3	5	1	2	0	0	0	0	0	0	0	0	0	11
10:00	3	8	0	0	0	0	0	0	0	0	0	0	0	11
11:00	7	9	3	0	1	0	0	0	0	0	0	0	0	20
12:00 PM	6	4	4	1	0	0	0	0	0	0	0	0	0	15
1:00	1	10	2	0	0	0	0	0	0	0	0	0	0	13
2:00	4	8	7	1	0	0	0	0	0	0	0	0	0	20
3:00	4	7	4	3	0	0	0	0	0	0	0	0	0	18
4:00	4	6	3	2	0	0	0	0	0	0	0	0	0	15
5:00	2	7	4	2	0	0	0	0	0	0	0	0	0	15
6:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
7:00	0	2	0	0	0	0	0	0	0	0	0	0	0	2
8:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
9:00	0	0	4	0	0	0	0	0	0	0	0	0	0	4
10:00	1	1	2	0	0	0	1	0	0	0	0	0	0	5
11:00	0	2	0	0	0	0	0	0	0	0	0	0	0	2
Total	40	77	41	12	1	0	1	0	0	0	0	0	0	172

Percentile	15th	50th	85th	95th
Speed	0	0	0	0

Mean Speed (Average)	17.3
10 MPH Pace Speed	15-24
Number in Pace	117
Percent in Pace	68.0%
Number > 30 MPH	2
Percent > 30 MPH	1.2%

TRAFFIC STUDY
E. 9TH ST. BETWEEN N. MAIN ST. AND N. VIRGINIA AVE.
4/16/2025 TO 4/22/2025
CNTR 8

33.402276
-104.521632

Direction: Combined

4/20/2025 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
7:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	1	0	2	0	0	0	0	0	0	0	0	0	0	3
10:00	0	0	4	0	0	0	0	0	0	0	0	0	0	4
11:00	3	2	2	1	0	0	0	0	0	0	0	0	0	8
12:00 PM	2	1	2	1	0	0	0	0	0	0	0	0	0	6
1:00	1	1	0	0	1	0	0	0	0	0	0	0	0	3
2:00	1	3	0	1	0	0	0	0	0	0	0	0	0	5
3:00	0	1	3	2	0	0	0	0	0	0	0	0	0	6
4:00	2	2	1	0	0	0	0	0	0	0	0	0	0	5
5:00	0	2	4	0	0	0	0	0	0	0	0	0	0	6
6:00	1	1	1	0	0	0	0	0	0	0	0	0	0	3
7:00	0	1	2	0	0	0	0	0	0	0	0	0	0	3
8:00	0	2	3	0	0	0	0	0	0	0	0	0	0	5
9:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	1	1	0	0	0	0	0	0	0	0	0	0	2
Total	11	18	26	6	1	0	0	0	0	0	0	0	0	62

Percentile	15th	50th	85th	95th
Speed	0	0	0	0

Mean Speed (Average)	19.1
10 MPH Pace Speed	15-24
Number in Pace	44
Percent in Pace	71.0%
Number > 30 MPH	1
Percent > 30 MPH	1.6%

TRAFFIC STUDY
E. 9TH ST. BETWEEN N. MAIN ST. AND N. VIRGINIA AVE.
4/16/2025 TO 4/22/2025
CNTR 8

33.402276
-104.521632

Direction: Combined

4/21/2025 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	1	1	0	0	0	0	0	0	0	0	0	0	0	2
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	1	0	1	0	0	0	0	0	0	0	0	0	0	2
7:00	2	3	3	1	0	0	0	0	0	0	0	0	0	9
8:00	8	8	6	0	0	0	0	0	0	0	0	0	0	22
9:00	8	13	4	0	0	0	0	0	0	0	0	0	0	25
10:00	7	9	8	0	0	0	0	0	0	0	0	0	0	24
11:00	3	11	6	2	0	0	0	0	0	0	0	0	0	22
12:00 PM	8	12	5	1	0	0	0	0	0	0	0	0	0	26
1:00	3	12	5	1	0	0	0	0	0	0	0	0	0	21
2:00	4	8	5	1	1	0	0	0	0	0	0	0	0	19
3:00	2	4	7	4	0	0	0	0	0	0	0	0	0	17
4:00	3	12	5	2	1	0	0	0	0	0	0	0	0	23
5:00	3	7	8	1	0	0	0	0	0	0	0	0	0	19
6:00	2	7	4	0	0	0	0	0	0	0	0	0	0	13
7:00	0	1	3	1	0	0	0	0	0	0	0	0	0	5
8:00	0	2	2	0	0	0	0	0	0	0	0	0	0	4
9:00	1	1	2	1	0	0	0	0	0	0	0	0	0	5
10:00	0	1	0	1	0	0	0	0	0	0	0	0	0	2
11:00	0	0	0	2	0	0	0	0	0	0	0	0	0	2
Total	56	112	74	18	2	0	0	0	0	0	0	0	0	262

Percentile	15th	50th	85th	95th
Speed	0	0	0	0

Mean Speed (Average)	17.6
10 MPH Pace Speed	15-24
Number in Pace	185
Percent in Pace	70.6%
Number > 30 MPH	2
Percent > 30 MPH	0.8%

TRAFFIC STUDY
E. 9TH ST. BETWEEN N. MAIN ST. AND N. VIRGINIA AVE.
4/16/2025 TO 4/22/2025
CNTR 8

33.402276
-104.521632

Direction: Combined

4/22/2025 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	1	0	0	0	0	0	0	0	0	1
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
5:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1
6:00	1	1	1	1	0	0	0	0	0	0	0	0	0	4
7:00	0	2	6	2	0	0	0	0	0	0	0	0	0	10
8:00	8	9	3	0	0	0	0	0	0	0	0	0	0	20
9:00	5	6	4	0	0	0	0	0	0	0	0	0	0	15
10:00	1	5	7	2	0	0	0	0	0	0	0	0	0	15
11:00	8	3	7	1	0	0	0	0	0	0	0	0	0	19
12:00 PM	8	13	2	0	0	0	0	0	0	0	0	0	0	23
1:00	10	11	5	3	0	0	0	0	0	0	0	0	0	29
2:00	7	12	5	3	1	0	0	0	0	0	0	0	0	28
3:00	9	9	9	2	0	0	0	0	0	0	0	0	0	29
4:00	5	9	5	2	0	0	0	0	0	0	0	0	0	21
5:00	3	9	11	1	2	0	0	0	0	0	0	0	0	26
6:00	1	3	7	0	0	0	0	0	0	0	0	0	0	11
7:00	2	2	3	2	0	0	0	0	0	0	0	0	0	9
8:00	0	1	1	0	1	0	0	0	0	0	0	0	0	3
9:00	0	1	1	1	1	0	0	0	0	0	0	0	0	4
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	69	96	78	20	6	0	0	0	0	0	0	0	0	269
			Percentile	15th	50th	85th	95th							
			Speed	0	0	0	0							
		Mean Speed (Average)		17.5										
		10 MPH Pace Speed		15-24										
		Number in Pace		173										
		Percent in Pace		64.3%										
		Number > 30 MPH		6										
		Percent > 30 MPH		2.2%										
Grand Total	352	615	408	99	14	0	1	0	0	0	0	0	0	1489
Stats			Percentile	15th	50th	85th	95th							
			Speed	0	0	0	0							
		Mean Speed (Average)		17.4										
		10 MPH Pace Speed		15-24										
		Number in Pace		1017										
		Percent in Pace		68.3%										
		Number > 30 MPH		15										
		Percent > 30 MPH		1.0%										

APPENDIX B
Roswell Ford Information

Physical Address: 821 N. Main St. Roswell, NM 88201
P.O. Box 1858 Roswell, NM 88202 (575) 623-3673

Roswell Ford
9th St. Traffic Count (Daily Avg.)
APRIL 16 - 22, 2025

Vehicle Sales: **26/day**
Repair Orders: **21/day**
Counter Sales: **45/day**
Vendor Delivery Trucks: **8/day**
Employees: **40 x 4 trips w/lunch = 160 (assume 75%) = 120/day**

Total = 220/day

APPENDIX C
NMDOT Traffic Count Data

Traffic Count (TCDS)

New Mexico Department of Transportation

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Record ⏮ ◀ 6790 ▶ ⏭ of 16637 Goto Record [ ] go

Location ID	22622	MPO ID	
Type	SPOT	HPMS ID	180067
On NHS	Yes	On HPMS	
LRS ID	FL4685P	LRS Loc Pt.	5.272083
SF Group	U2-3 (2025)	Route Type	Two-Way Roadway
AF Group	U2-3 (2025)	Route	FL4685
GF Group	U2-3 (2025)	Active	Yes
Class Dist Grp	U2-3 (2025)	Category	
Seas Clss Grp	Statewide (2025)		
WIM Group	UR2-3 (2024)		
QC Group	Default		
Fnct'l Class	3) Other Principal Arterial	Milepost	
Located On	N MAIN ST		
Loc On Alt	JCT 8TH STREET.		
More Detail			

STATION DATA

Directions: 2-WAY | NEG | POS

AADT

	Year	AADT	DHV-30	K %	D %	PA	BC	Src
	2024	21,416	1,703	8	51	19,597 (92%)	1,819 (8%)	
	2023	19,097[3]		8	53	16,614 (87%)	2,483 (13%)	Grown from 2022
	2022	18,631[3]		8	53	17,141 (92%)	1,490 (8%)	Grown from 2021
	2021	18,212[12]		8	53	16,573 (91%)	1,639 (9%)	
	2020	16,092[3]		8	53	14,934 (93%)	1,158 (7%)	Grown from 2019

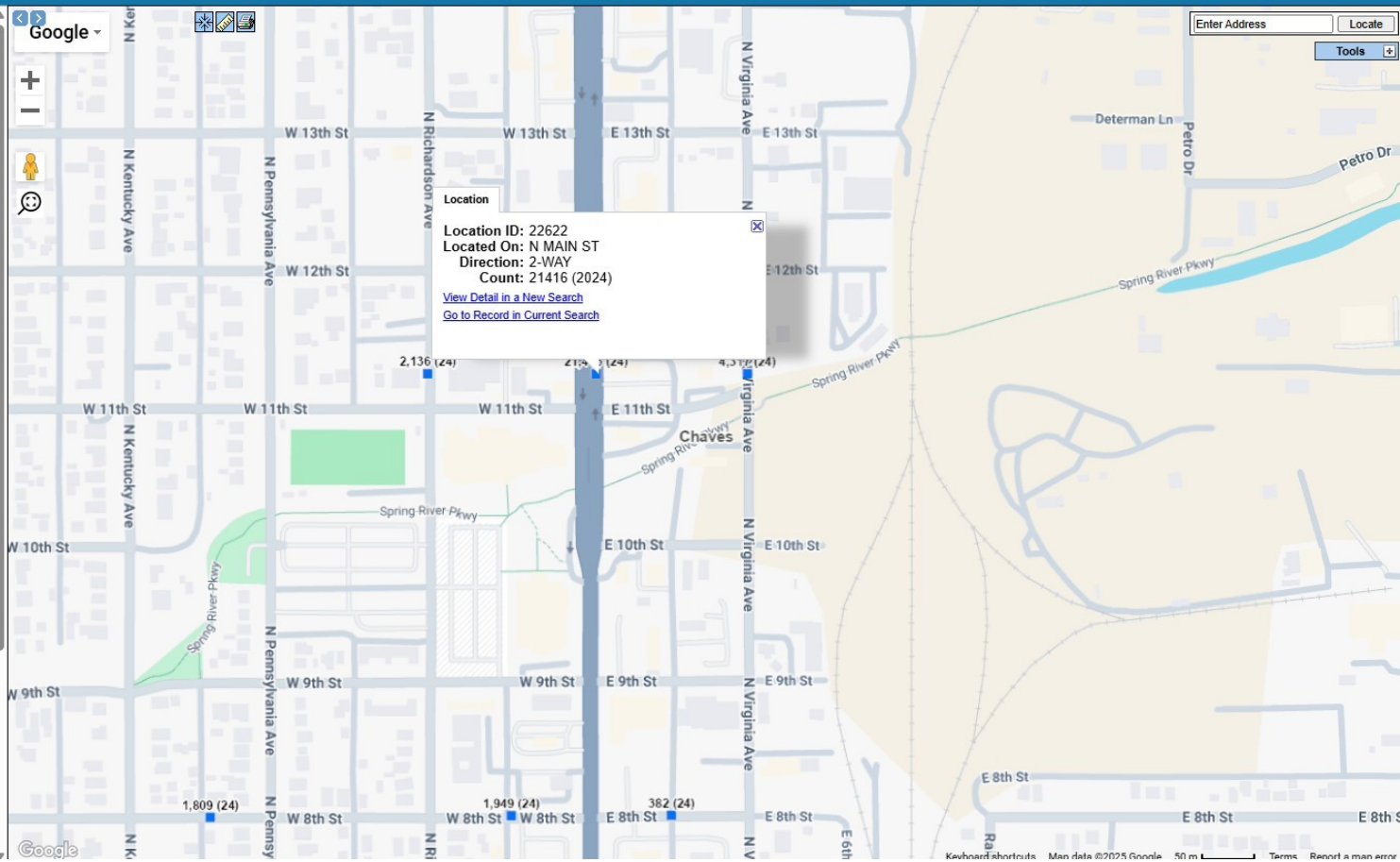
|<< < > >>| 1-5 of 15

VOLUME COUNT

	Date	Int	Total
👁	Tue 4/30/2024	15	23,352
👁	Mon 4/29/2024	15	22,416
-	Wed 9/1/2021	-	ⓘ
-	Tue 8/31/2021	-	ⓘ
👁	Wed 3/14/2018	15	20,815
👁	Tue 3/13/2018	15	20,451

VOLUME TREND

Year	Annual Growth
2024	12%
2023	3%
2022	2%
2021	13%
2020	-18%
2019	1%
2018	13%
2017	-1%



Traffic Count (TCDS)

Hover | Locate | Locate All | Email This | Auto-Locate: ☐

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Record 1 of 1 Goto Record go

Location ID	24603	MPO ID	
Type	SPOT	HPMS ID	
On NHS	Yes	On HPMS	
LRS ID	FL4685P	LRS Loc Pt.	4.893708
SF Group	U2-3 (2025)	Route Type	Two-Way Roadway
AF Group	U2-3 (2025)	Route	FL4685
GF Group	U2-3 (2025)	Active	Yes
Class Dist Grp	U2-3 (2025)	Category	
Seas Clss Grp	Statewide (2025)		
WIM Group	UR2-3 (2024)		
QC Group	Default		
Fnct'l Class	(3) Other Principal Arterial	Milepost	
Located On	N MAIN ST		
Loc On At	JCT 5TH STREET.		
More Detail			

STATION DATA

Direction: 2-WAY | NEG | POS

AADT

	AADT	DHV-30	K %	D %	PA	BC	Src
2024	4,438	445	10	50	4,318 (97%)	120 (3%)	
2023	19,726[3]		9	55	17,160 (87%)	2,566 (13%)	Grown from 2022
2022	19,245[3]		9	55	17,708 (92%)	1,537 (8%)	Grown from 2021
2021	18,812[7]		9	55	17,119 (91%)	1,693 (9%)	
2020	13,876[3]		9	55	12,876 (93%)	1,000 (7%)	Grown from 2019

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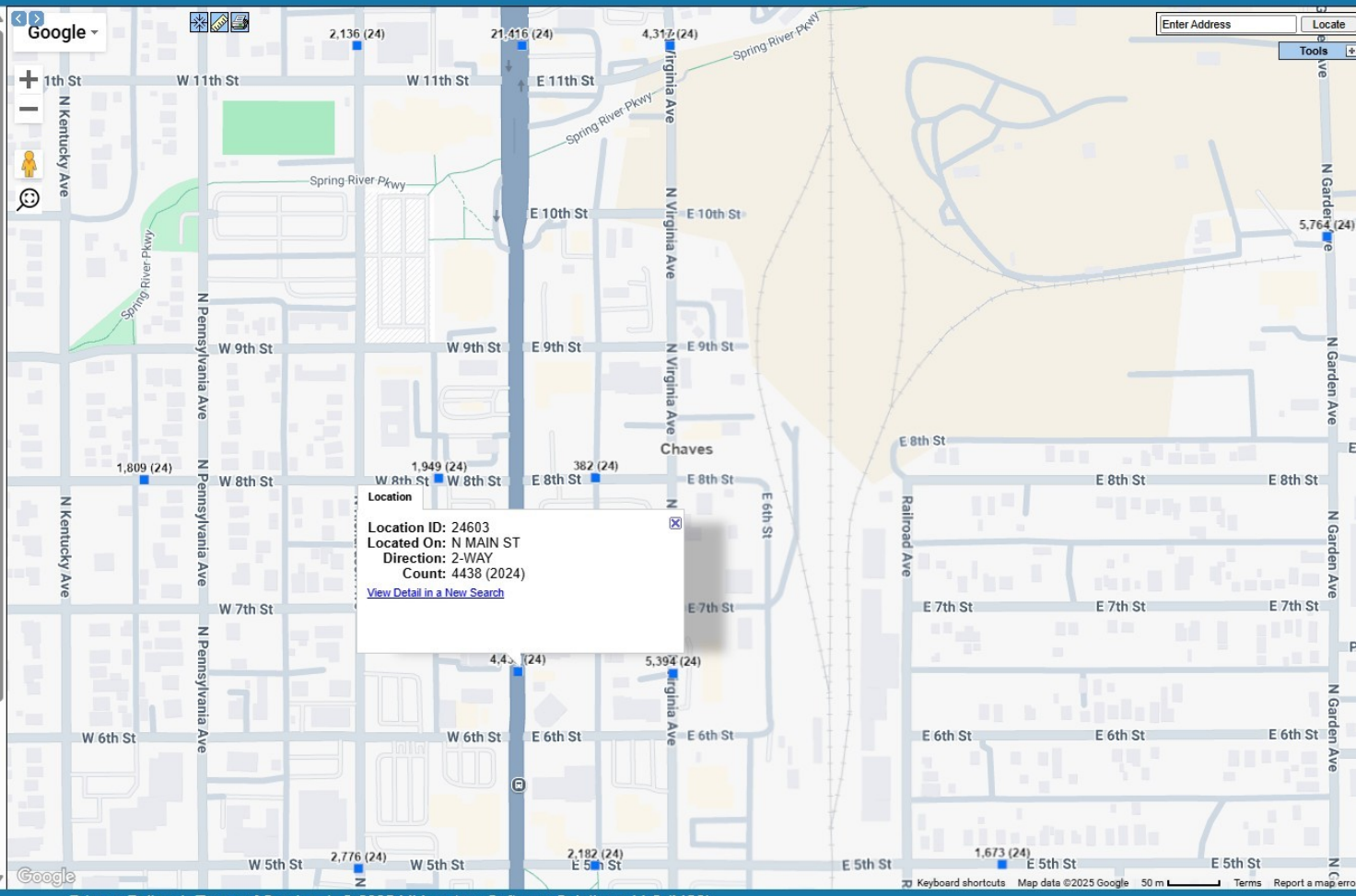
VOLUME COUNT

	Date	Int	Total
👁	Tue 4/30/2024	15	4,858
👁	Mon 4/29/2024	15	4,621
-	Wed 9/1/2021	-	ⓘ
-	Tue 8/31/2021	-	ⓘ

VOLUME TREND

Year	Annual Growth
2024	-78%
2023	2%
2022	2%
2021	36%
2020	-18%
2019	1%
2018	-1%
2017	-1%
2016	-1%
2015	1%

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Traffic Count (TCDS)

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Record 1 of 1 Goto Record go

Location ID	22531	MPO ID	
Type	SPOT	HPMS ID	
On NHS	No	On HPMS	
LRS ID	FL5817P	LRS Loc Pt.	1.9471
SF Group	U4-7 (2025)	Route Type	Two-Way Roadway
AF Group	U4-7 (2025)	Route	FL5817
GF Group	U4-7 (2025)	Active	Yes
Class Dist Grp	U4-7 (2025)	Category	
Seas Clss Grp	Statewide (2025)		
WIM Group	UR4-7 (2024)		
QC Group	Default		
Fnct'l Class	(5) Major Collector	Milepost	
Located On	N VIRGINIA AVE		
Loc On A...	JCT. 8TH ST.		
More Detail			

STATION DATA

Directions: 2-WAY | NEG | POS

AADT

Y...	AADT	DHV-30	K %	D %	PA	BC	Src
2...	4,317[3]		12	57	4,066 (94%)	251 (6%)	Grown from 2023
2023	4,220[3]		12	57	3,980 (94%)	240 (6%)	Grown from 2022
2022	3,955[3]		12	57	3,772 (95%)	183 (5%)	Grown from 2021
2021	3,912	471	12	57	3,614 (92%)	298 (8%)	
2020	2,178[3]		11	55	2,037 (94%)	141 (6%)	Grown from 2019

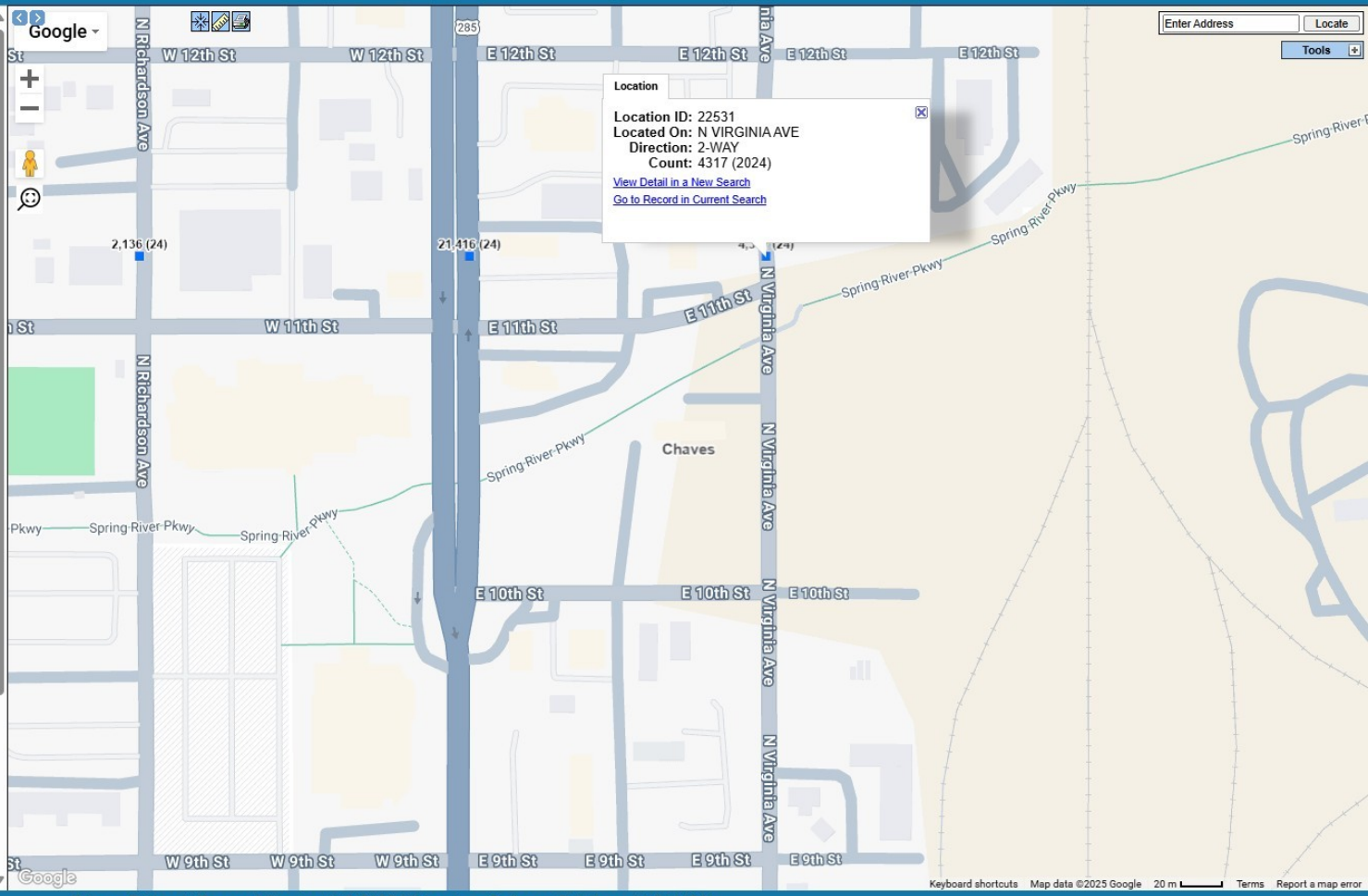
|<< < > >>| 1-5 of 16

VOLUME COUNT

Date	Int	Total
Tue 4/6/2021	15	4,703
Mon 4/5/2021	15	4,048

VOLUME TREND

Year	Annual Growth
2024	2%
2023	7%
2022	1%
2021	80%
2020	-22%
2019	1%
2018	1%
2017	1%
2016	1%
2015	-1%



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Traffic Count (TCDS)

New Mexico Department of Transportation

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Record 1 of 1 Goto Record go

Location ID	22530	MPO ID	
Type	SPOT	HPMS ID	
On NHS	No	On HPMS	
LRS ID	FL5817P	LRS Loc Pt.	1.566884
SF Group	U4-7 (2025)	Route Type	Two-Way Roadway
AF Group	U4-7 (2025)	Route	FL5817
GF Group	U4-7 (2025)	Active	Yes
Class Dist Grp	U4-7 (2025)	Category	
Seas Clss Grp	Statewide (2025)		
WIM Group	UR4-7 (2024)		
QC Group	Default		
Fnct'l Class	(5) Major Collector	Milepost	
Located On	N VIRGINIA AVE		
Loc On At	JCT. 5TH ST.		
More Detail			

STATION DATA

Directions: 2-WAY | NEG | POS

AADT

Yr	AADT	DHV-30	K %	D %	PA	BC	Src
2024	5,394[3]		11	55	5,081 (94%)	313 (6%)	Grown from 2023
2023	5,273[3]		11	55	4,973 (94%)	300 (6%)	Grown from 2022
2022	4,942[3]		11	55	4,714 (95%)	228 (5%)	Grown from 2021
2021	4,888[3]		11	55	4,609 (94%)	279 (6%)	Grown from 2020
2020	4,295[3]		11	55	4,015 (93%)	280 (7%)	Grown from 2019

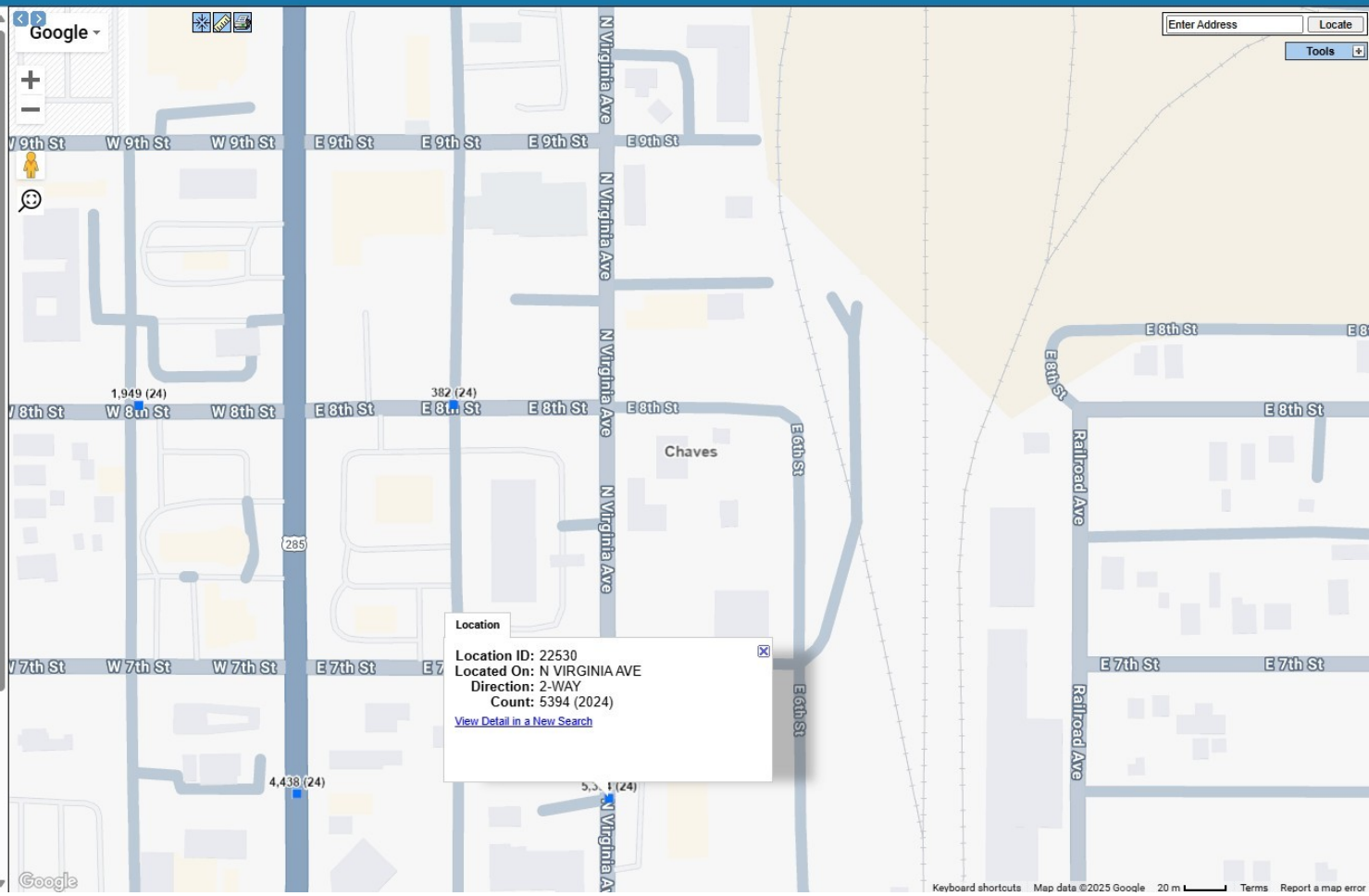
<< < > >>| 1-5 of 15

VOLUME COUNT

Date	Int	Total
Wed 10/2/2019	15	6,375
Tue 10/1/2019	15	6,143
Wed 1/16/2013	60	3,998
Tue 1/15/2013	60	3,815
Tue 5/15/2012	60	4,361
Mon 5/14/2012	60	4,262

VOLUME TREND

Year	Annual Growth
2024	2%
2023	7%
2022	1%
2021	14%
2020	-22%
2019	35%
2018	1%
2017	1%
2015	-1%



Traffic Count (TCDS)

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Record 6659 of 16637 Goto Record go

Location ID	22459	MPO ID	
Type	SPOT	HPMS ID	
On NHS	No	On HPMS	
LRS ID	FL5714P	LRS Loc Pt.	2.154088
SF Group	U4-7 (2025)	Route Type	Two-Way Roadway
AF Group	U4-7 (2025)	Route	FL5714
GF Group	U4-7 (2025)	Active	Yes
Class Dist Grp	U4-7 (2025)	Category	
Seas Clss Grp	Statewide (2025)		
WIM Group	UR4-7 (2024)		
QC Group	Default		
Fnct'l Class	(5) Major Collector	Milepost	
Located On	E 8TH ST		
Loc On Alt	JCT. US70/285 (MAIN ST.)		

More Detail

STATION DATA

Directions: 2-WAY | NEG | POS

AADT

Year	AADT	DHV-30	K %	D %	PA	BC	Src
2024	382[3]		11	53	360 (94%)	22 (6%)	Grown from 2023
2023	373[3]		11	53	354 (95%)	19 (5%)	Grown from 2022
2022	350	40	11	53	342 (98%)	8 (2%)	
2021	198[3]		12	57	187 (94%)	11 (6%)	Grown from 2020
2020	174[3]		12	57	163 (94%)	11 (6%)	Grown from 2019

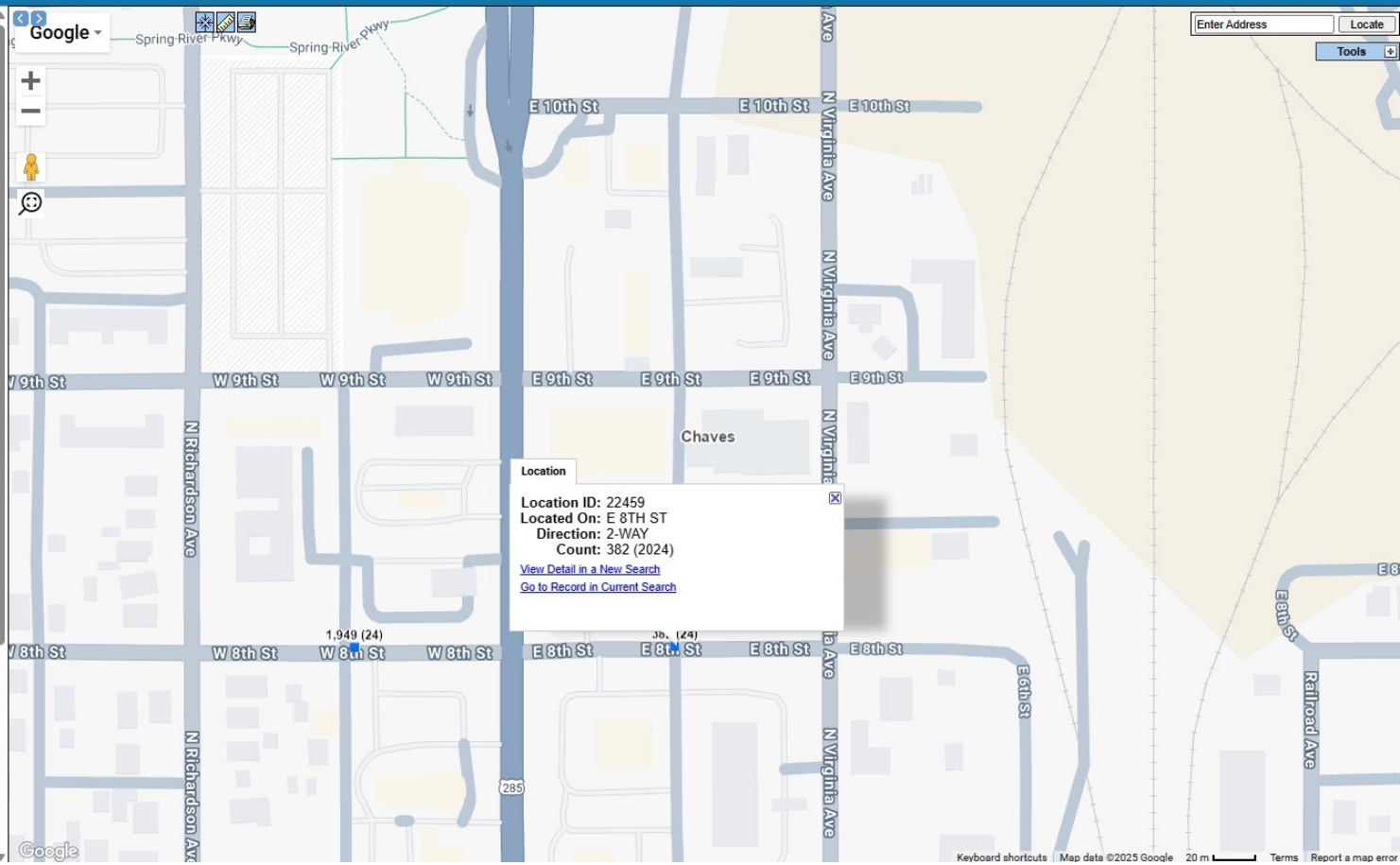
1-5 of 15

VOLUME COUNT

Date	Int	Total
Wed 1/12/2022	15	364
Tue 1/11/2022	15	382
Tue 5/1/2012	60	374
Mon 4/30/2012	60	357

VOLUME TREND

Year	Annual Growth
2024	2%
2023	7%
2022	77%
2021	14%
2020	-22%
2019	1%
2018	1%



Regular City Council Meeting 24.
Meeting Date: 05/08/2025
COMMITTEE: N/A
CONTACT: N/A **CHAIR:** Mayor Pro Tem

ACTION REQUESTED:
Approval of the following appointment as recommended by Mayor Jennings (Halvorson/Martinez) (pg.)

- Deputy City Clerk, Angela Garcia.

BACKGROUND:
Deputy clerks. There shall be a deputy city clerk who may exercise the powers and duties granted by the city clerk in the absence or disability of the city clerk and as assigned by the city clerk. The deputy city clerk shall be recommended by the city clerk through the mayor's nomination for approval by the governing body. Pursuant to Chapter 2 of the Roswell Code and NMSA § 3-13-1(b).

FINANCIAL CONSIDERATION
N/A

LEGAL REVIEW:
N/A

BOARD AND COMMITTEE ACTION:
N/A

STAFF RECOMMENDATION:
Proceed as presented.

Regular City Council Meeting 25.
Meeting Date: 05/08/2025
COMMITTEE: N/A
CONTACT: N/A **CHAIR:** Juliana Halvorson

ACTION REQUESTED:
Consider approval of Mayor Jennings' recommendation of appointments to the Airport Advisory Commission as follows: (Halvorson/Martinez) (pg.)

- Position 1: Carolyn "Carrie" Hollifield (1st term May 9, 2025 -- March 31, 2027)
- Position 3: Mike Espiritu (renewal)
- Position 5: Dr. Shawn Powell (renewal)

BACKGROUND:
Initiated by: Term Renewals

The Airport Advisory Commission consists of 5 members. Each member shall serve for a two-year term.

FINANCIAL CONSIDERATION
There are no direct financial impact associated with this item.

LEGAL REVIEW:
Vacancies on Boards are filled under Roswell City Code Sec. 2-97(b)(1): "The mayor, with the advice and the consent of the City Council, shall appoint all board members.

BOARD AND COMMITTEE ACTION:
There was no board recommendation. Recommended by Mayor Jennings.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

AAC Appointments

ROSWELL
New Mexico

City of Roswell
Office of the Mayor

MEMORANDUM
City of Roswell

To: CITY COUNCIL MEMBERS

From: Timothy Z. Jennings, Mayor

Date: April 30, 2025

Subject: Recommended Appointments to be made at the May 8, 2025 City Council Meeting.

Hello all,

I recommend that the appointments listed below be scheduled for the City Council meeting on May 8, 2025. I will present this recommendation and ask for your approval that evening.

Airport Advisory Commission

- Position 1: Carolyn "Carrie" Hollifield (1st term May 9, 2025 – March 31, 2027)
- Position 3: Mike Espiritu (renewal)
- Position 5: Dr. Shawn Powell (renewal)

Sincerely,

Amalia Martinez for

Timothy Z. Jennings
Mayor, City of Roswell, NM

/am

PO Box 1838
Roswell, NM 88202-1838
TEL: 575.624.6700
FAX: 575.624.6709

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 26.
Meeting Date: 05/08/2025
COMMITTEE: Legal
CONTACT: Hessel Yntema **CHAIR:** Ed Heldenbrand

ACTION REQUESTED:
Ordinance 25-03: authorize to advertise for a public hearing recommending Ordinance 25-03: 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. (Heldenbrand/Verciglio) (pg.)

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 Comittee for review.

BOARD AND COMMITTEE ACTION:
The Legal Committee was the first to consider this item at the 4/24/2025 meeting. Ordinance 25-03 was passed to the Full City Council 3-0.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Communication Letter 7.53 acres S Sunset and Monksdale Rd.
Signed Purchase and Sale Contract- Amazon.com
Amazon Land Sale Ordinance
Appraisal Sunset & Monksdale Land

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.

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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

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

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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.

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(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.

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(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.

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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.

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(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

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

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

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

Signed by:
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

Signed by:
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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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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SELLER'S NOTICE ADDRESS:

Email Notice:

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

Required Notice:

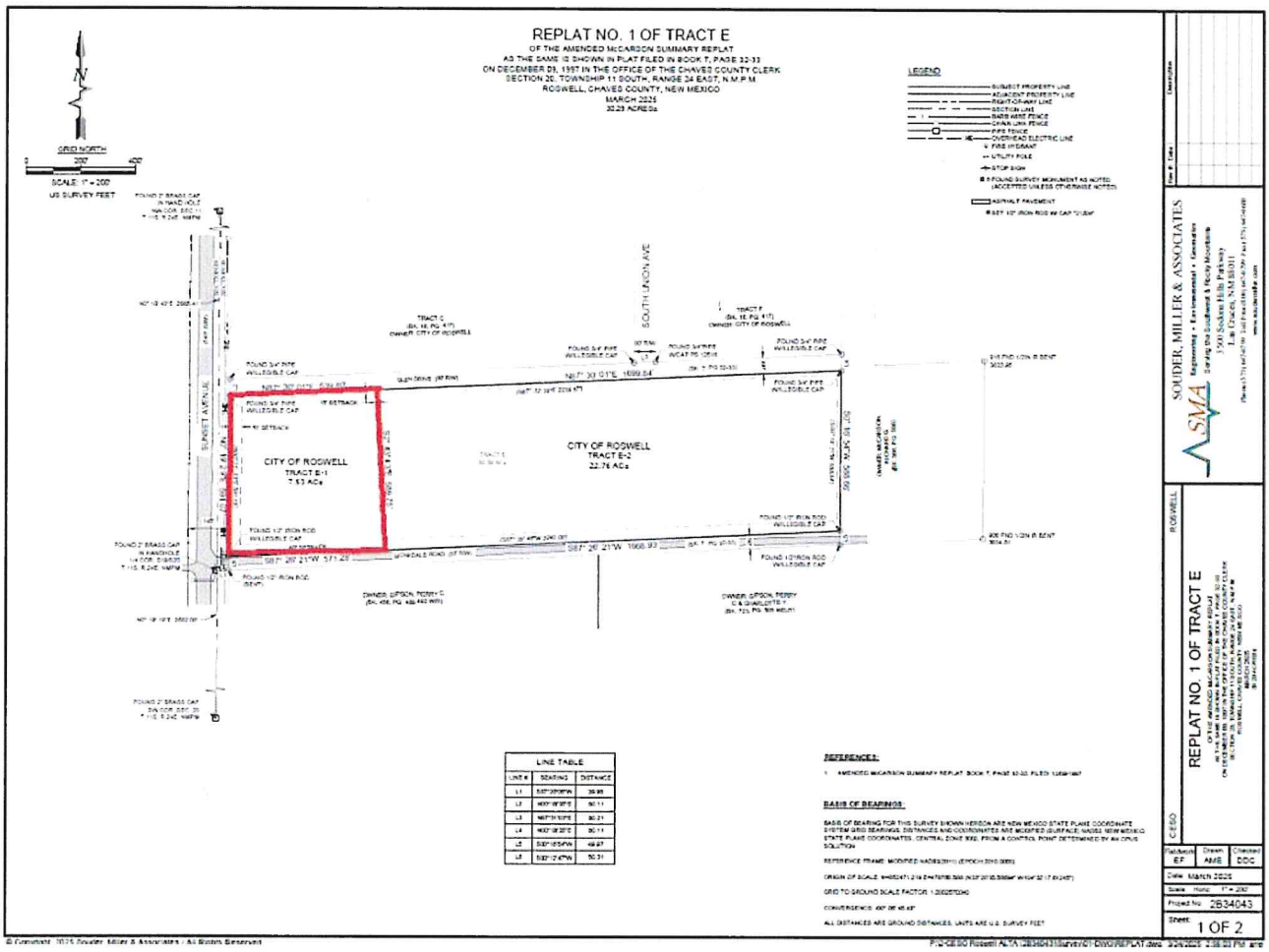
500 N. Main Street, Suite 100
Roswell, NM 88201

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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) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 15-Apr-2025 | 07:18

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

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

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.

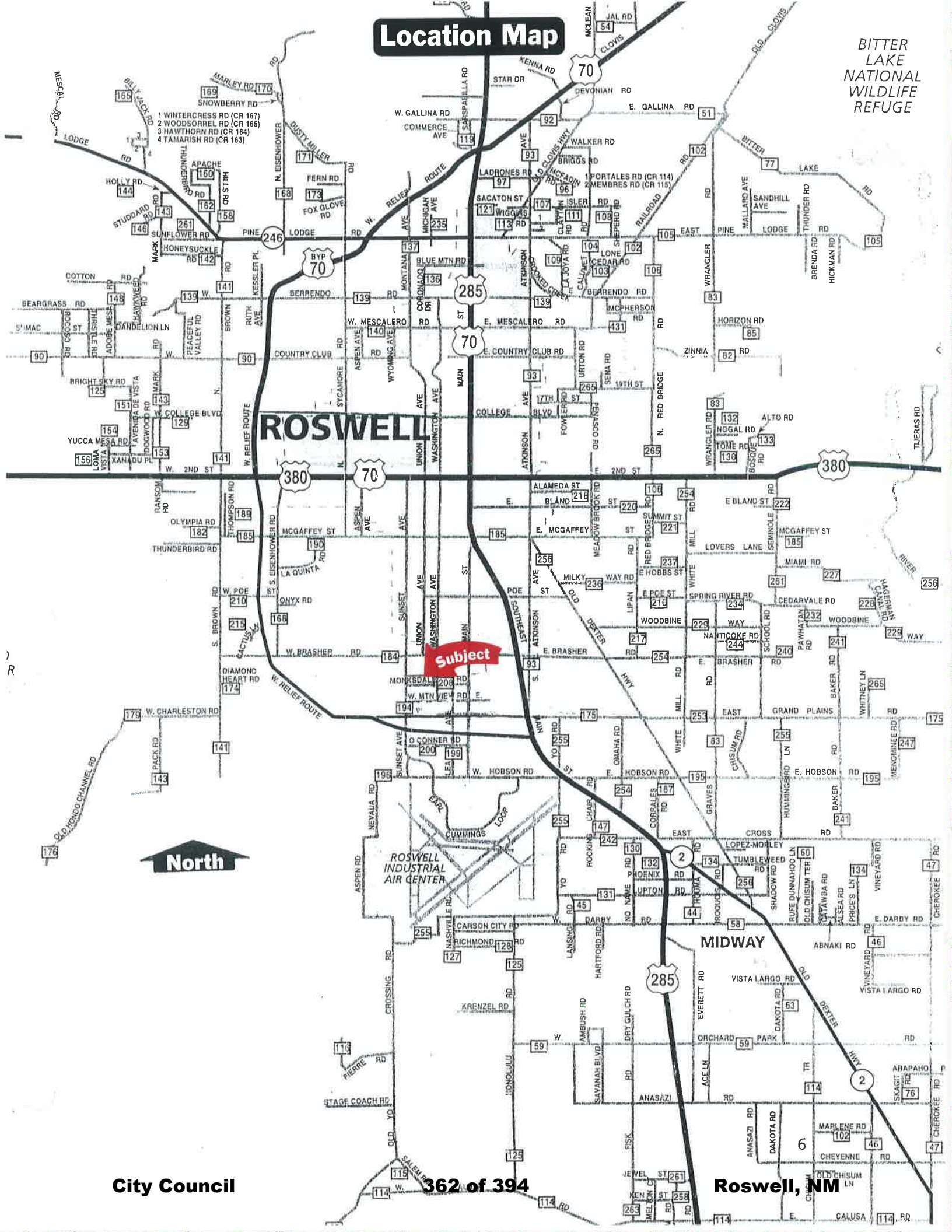
This value definition is quoted from Office of the Comptroller of the Currency Regulation (12 C.F.R. Part 34.42 (g):55 Federal Register 12202, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994), and is the commonly adopted market value definition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

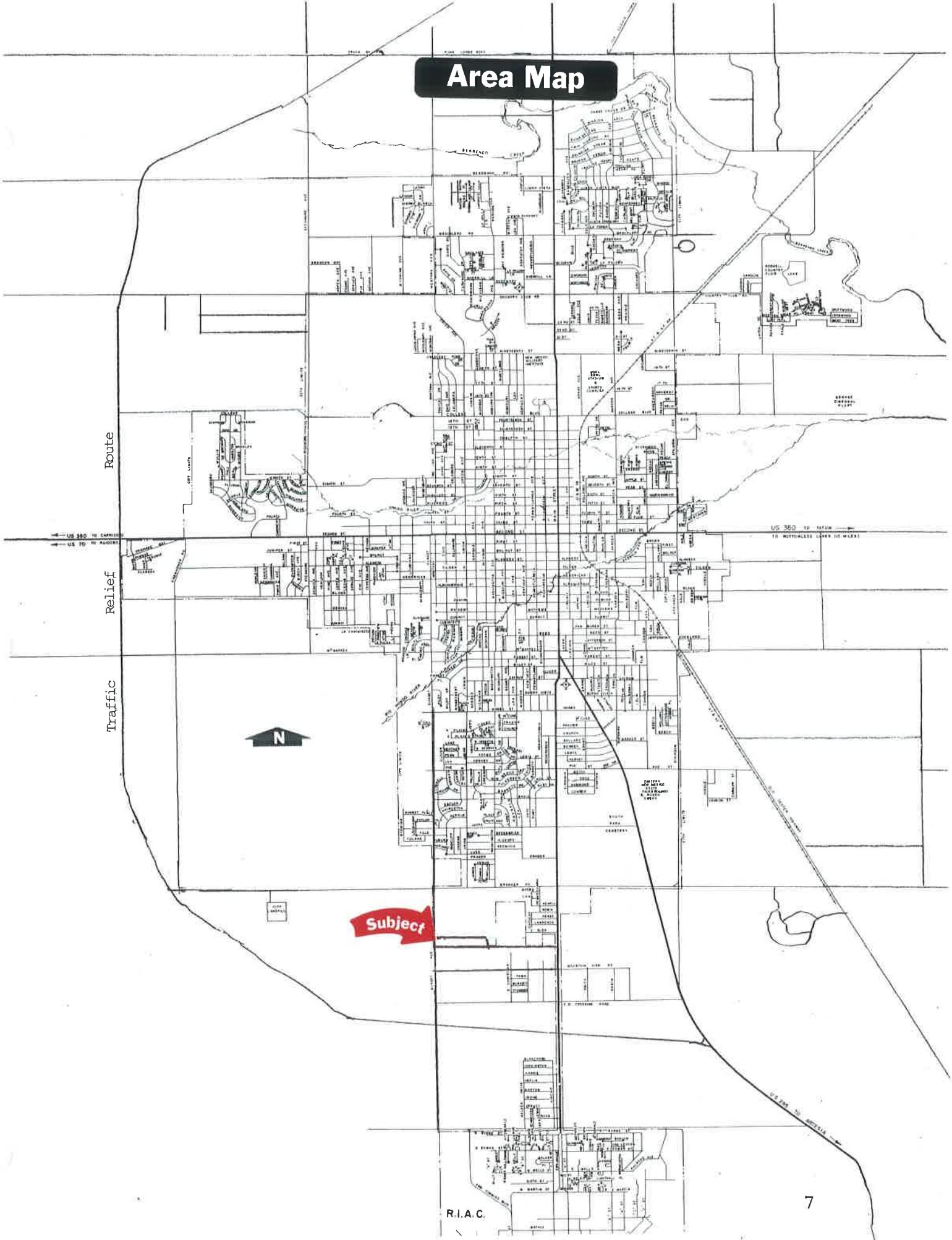
The intended use of this appraisal is to establish market value for possible land sale purposes. The effective date of this value estimate was February 28, 2025. Intended users of the appraisal are City of Roswell government officials.

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)

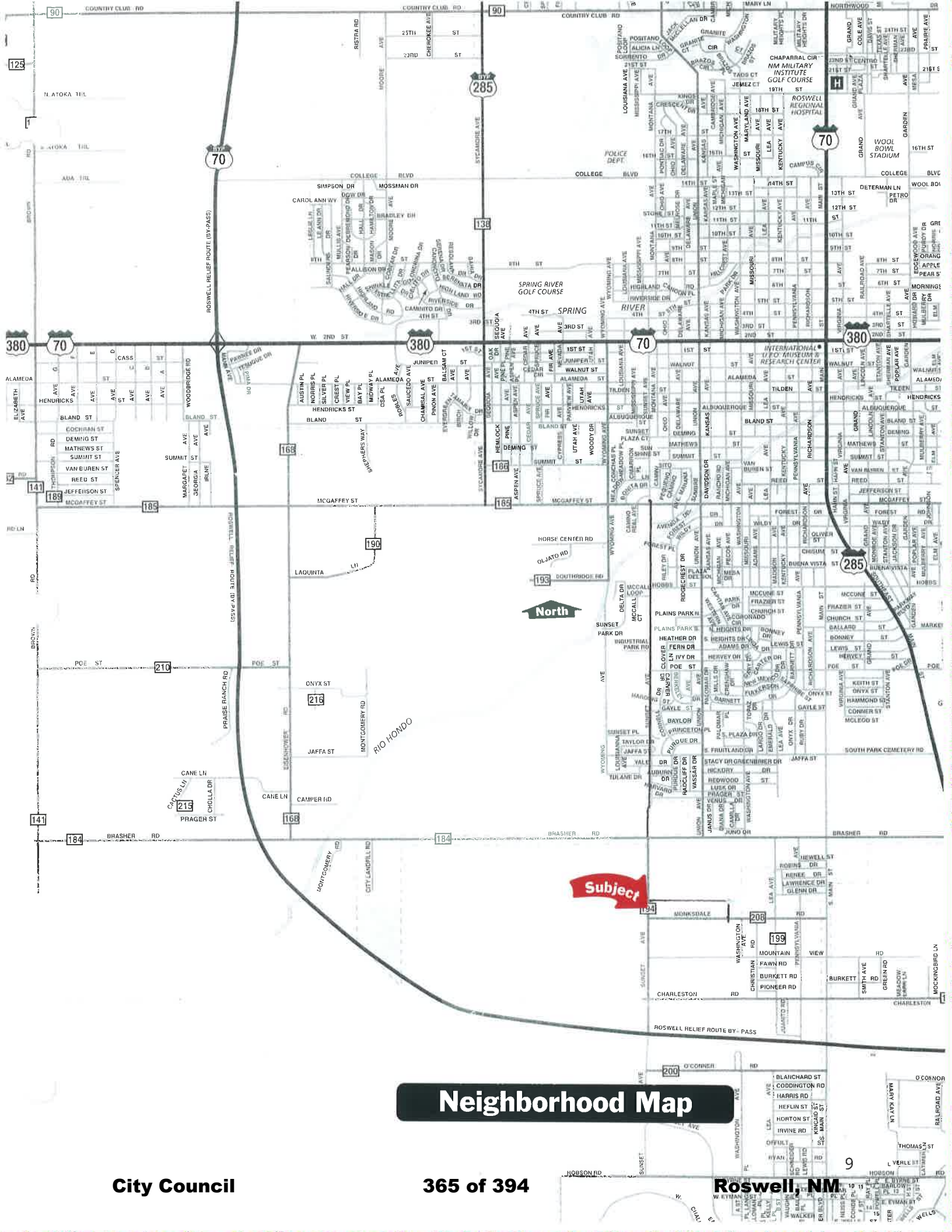

Area Map
Route
Relief
Traffic
N
Subject
R.I.A.C.

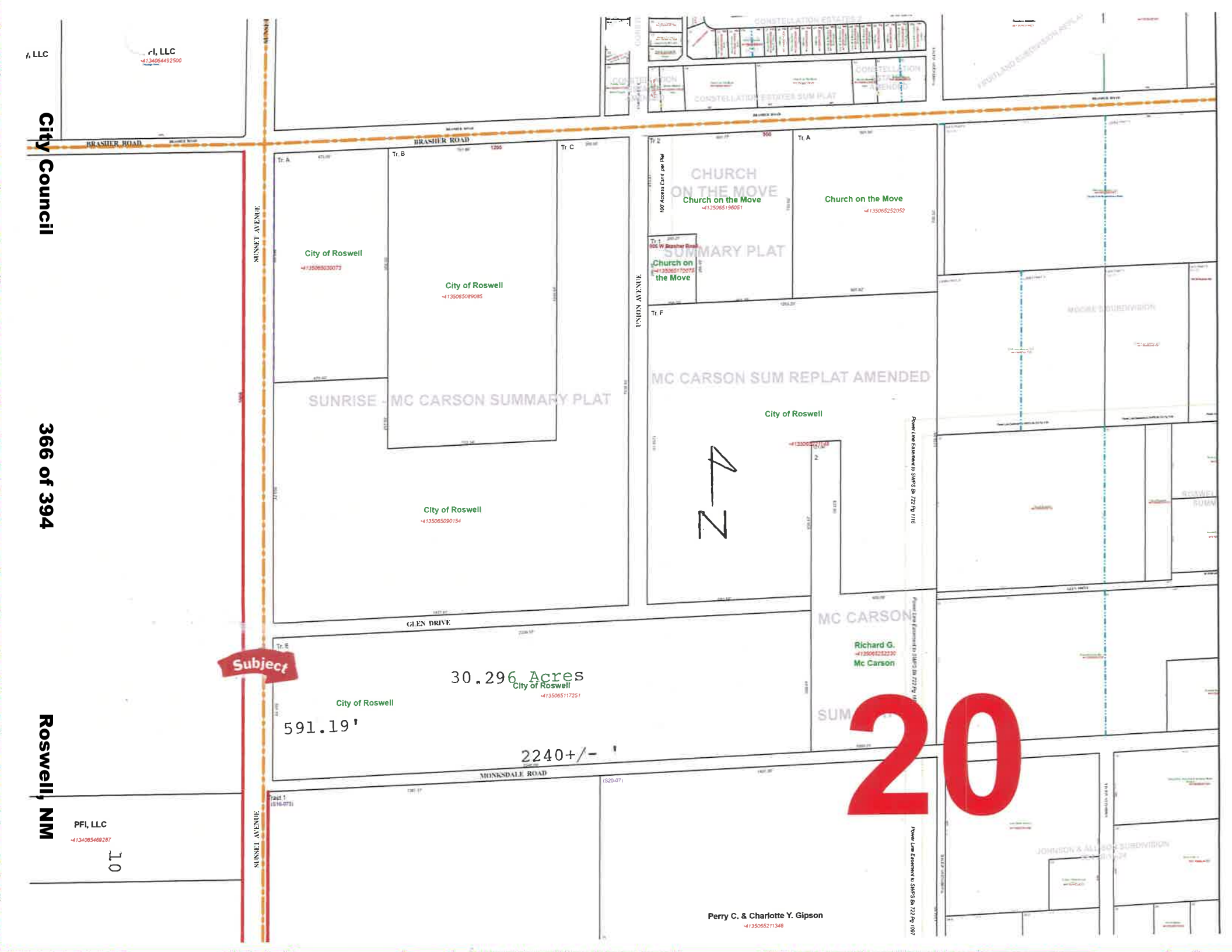
CITY AND NEIGHBORHOOD FACTORS

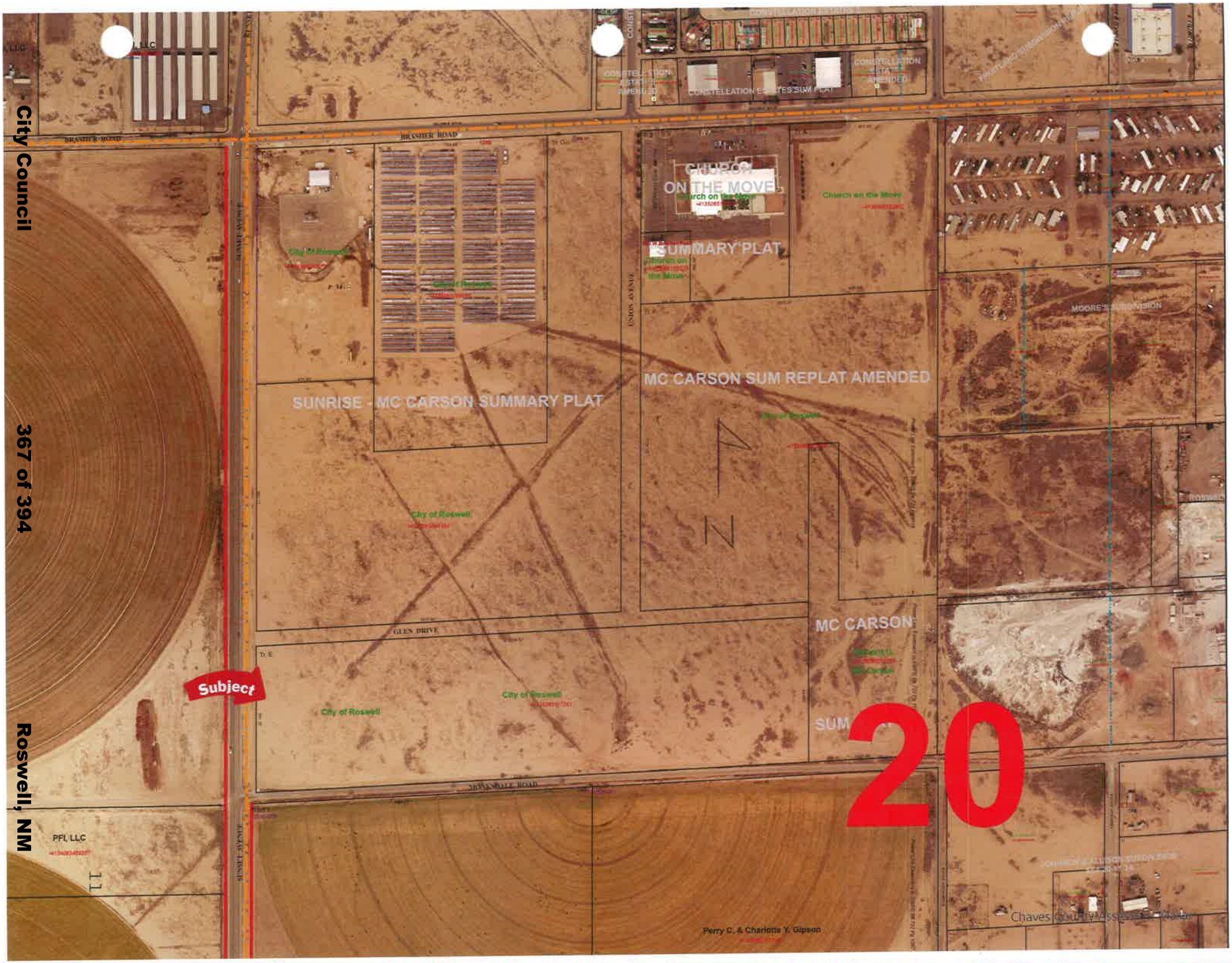
My client for this appraisal is the City of Roswell. The City Is the owner of the subject parcel and other tracts surrounding it. My client has adequate knowledge about the City economy and trends that affect business in the city and specific subject neighborhood.

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


City Council
366 of 394
Roswell, NM
BRASHER ROAD
SUNSET AVENUE
UNION AVENUE
GLEN DRIVE
MONKSDALE ROAD
Subject
30.296 Acres
591.19'
2240+/-
City of Roswell
+4135065030073
City of Roswell
+4135065089085
City of Roswell
+4135065090154
City of Roswell
+4135065117251
Church on the Move
+4135065196051
Church on the Move
+4135065252052
Church on the Move
+4135065170078
Richard G. Mc Carson
+4135065252230
Perry C. & Charlotte Y. Gipson
+4135065211348
PFI, LLC
+4134065469287
SUNRISE - MC CARSON SUMMARY PLAT
MC CARSON SUM REPLAT AMENDED
CHURCH ON THE MOVE
SUMMARY PLAT
CONSTELLATION ESTATES SUM PLAT
Tr. A
Tr. B
Tr. C
Tr. E
Tr. F
Tract 1
Power Line Easement to SWPS Bk 722 Pg 1116
Power Line Easement to SWPS Bk 722 Pg 1097
100' Access Esmt per Plat
20

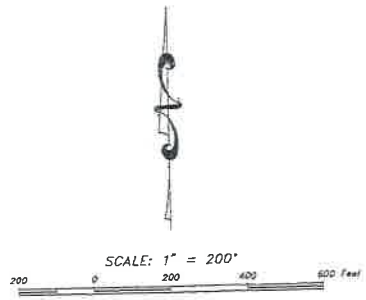

City Council
367 of 394
Roswell, NM
BRASHER ROAD
GIBSON ON THE MOVE
SUMMARY PLAT
SUNRISE - MC CARSON SUMMARY PLAT
MC CARSON SUM REPLAT AMENDED
MC CARSON
GLEN DRIVE
Subject
City of Roswell
PFI, LLC
Perry C. & Charlotte Y. Gipson
20
Chaves County Assessor Data

City Council 368 of 394 Roswell, NM

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 20, T.11S., R.24E., NMPM

ROSWELL — CHAVES COUNTY — NEW MEXICO



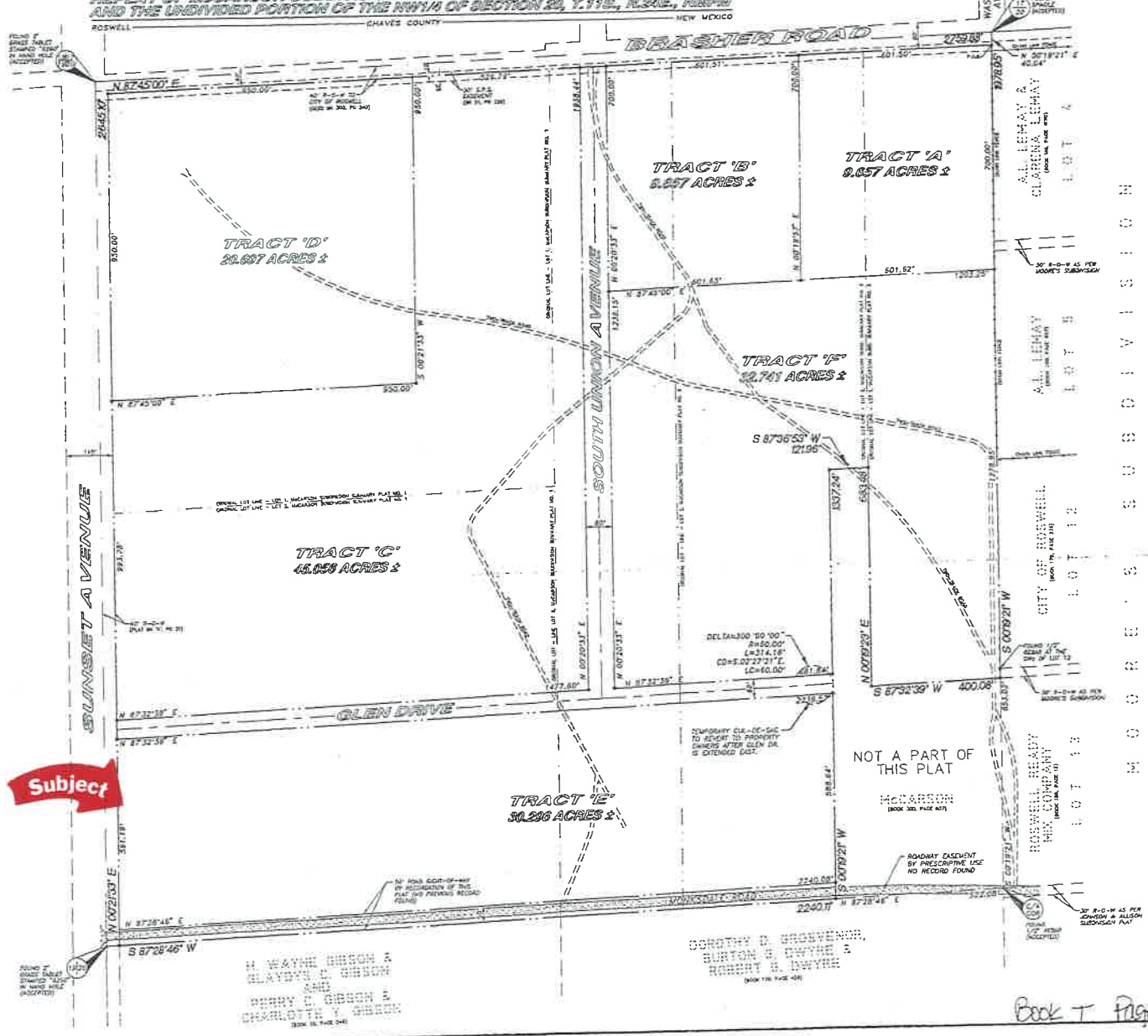
THE PURPOSE OF THIS AMENDED PLAT IS TO CORRECT THE LINES OF THE PROPERTY CHANGE BY THE CITY OF ROSWELL AND INSPECTORS CHANGING THE LEGAL DESCRIPTION OF THIS SUMMARY REPLAT.

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

FDed: 12/9/97
Book T Page 32-33 Drawer W4493
Legal: 11N 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

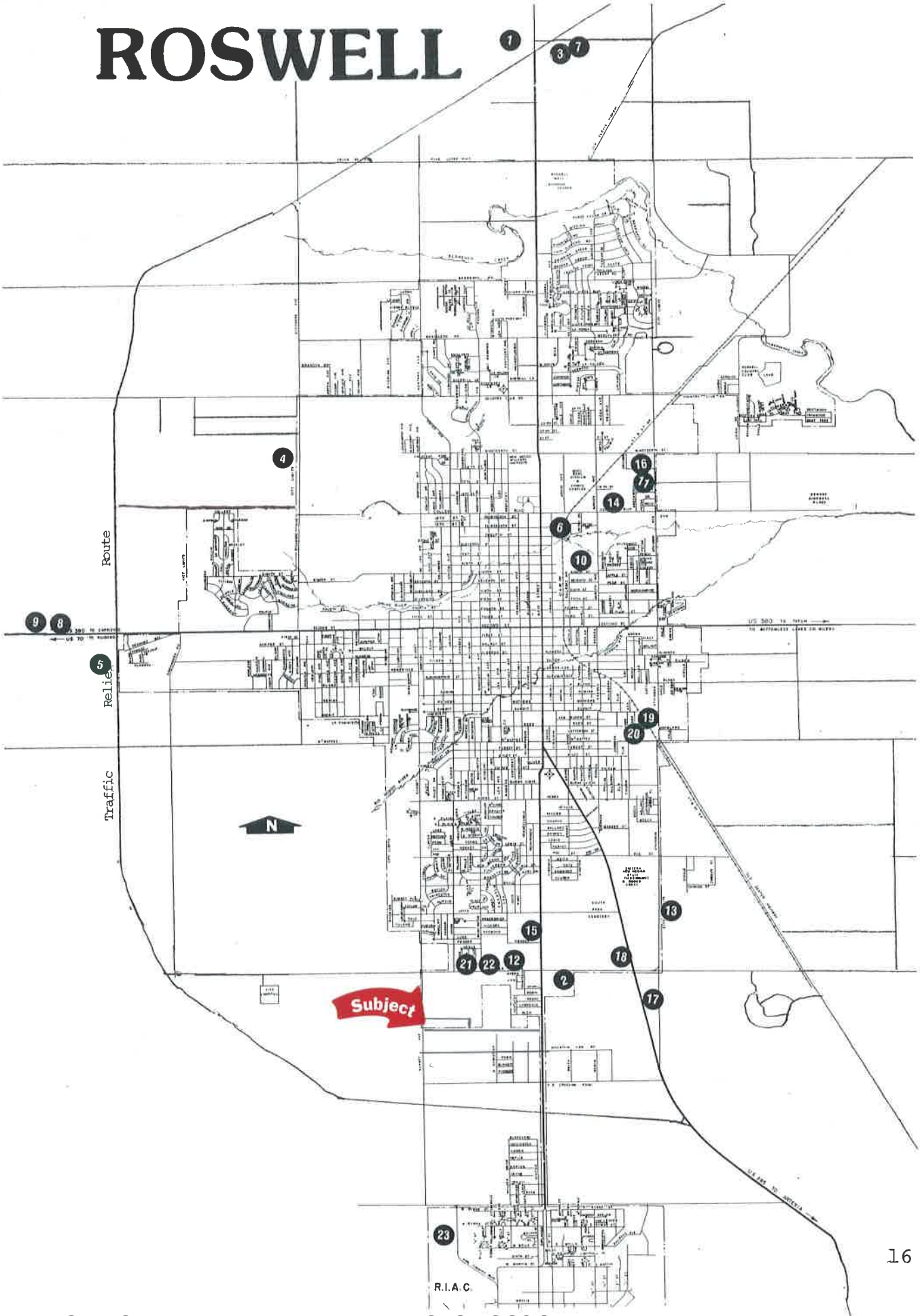
The subject site is zoned "I-2, Heavy Industrial". The land has a slight slope west to east. The subject site is a corner with frontage on South Sunset Avenue and Monksdale Road. Direct ingress and egress onto Sunset Avenue might be denied only because of subject's extensive frontage along Monksdale.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

Ed McClellan

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

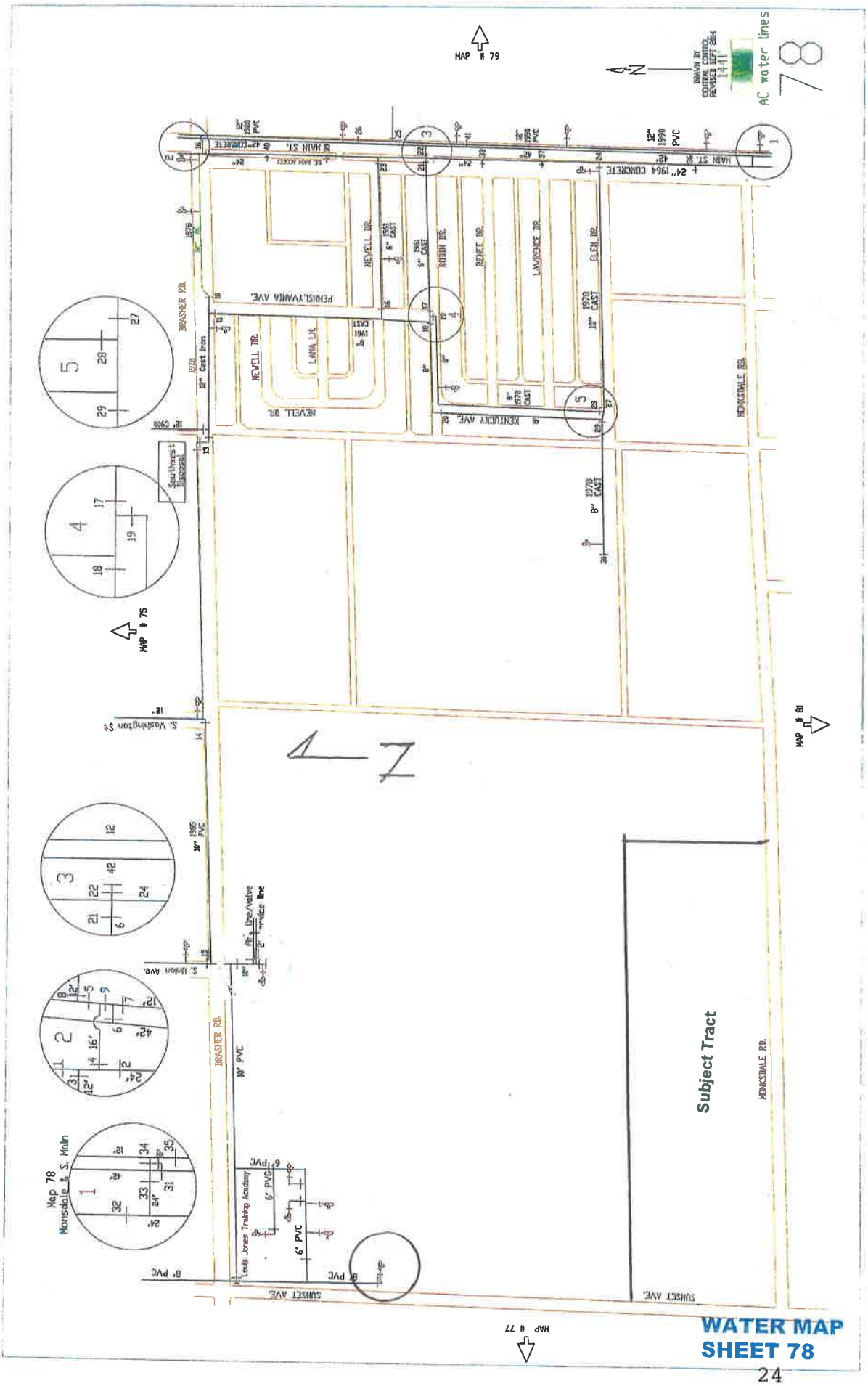
A. Permitted Uses are as follows:

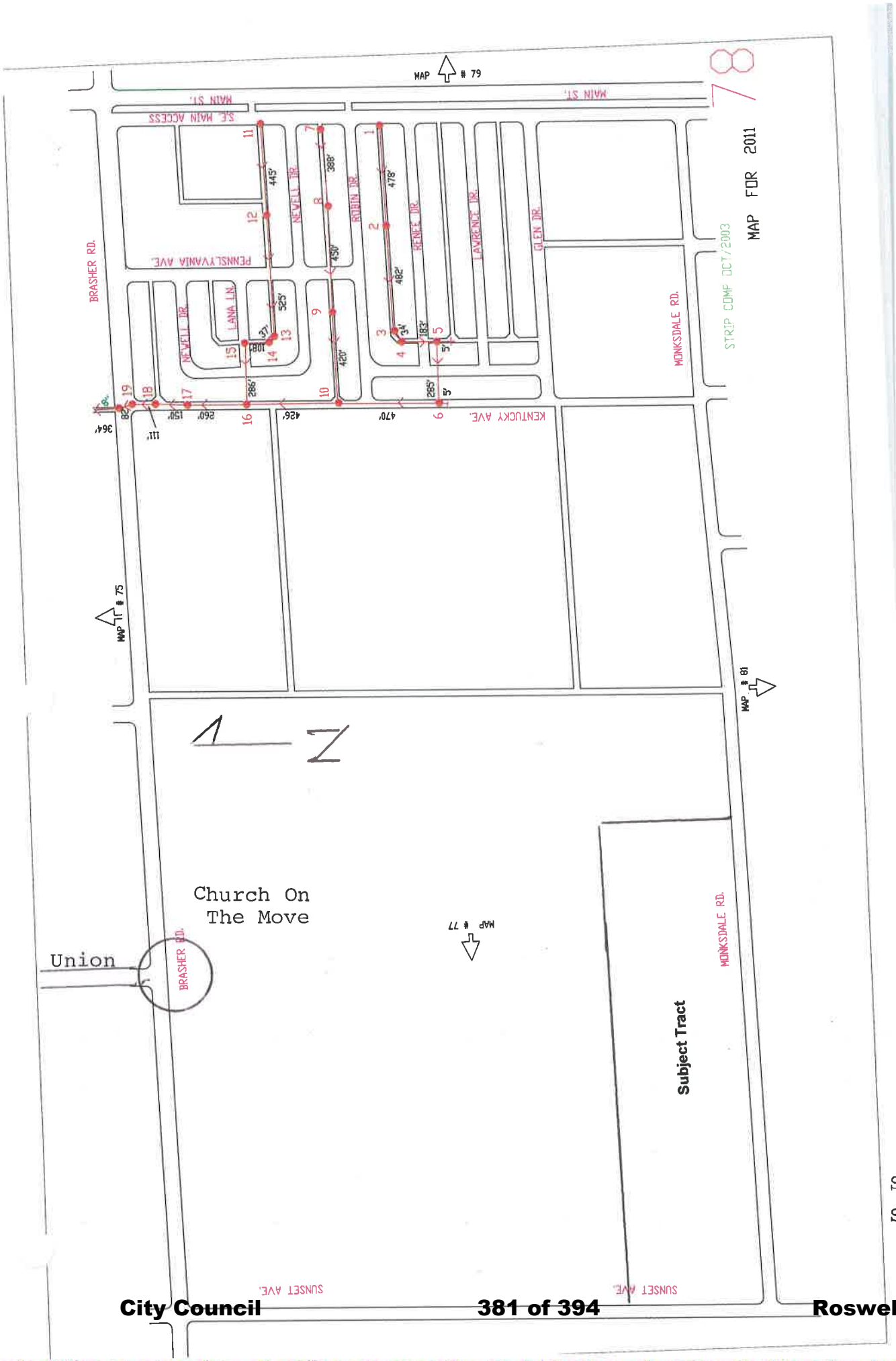
1. Any use permitted in the C-2 districts, except for assisted living homes, group care homes, convalescent homes, and retirement centers, etc.
2. Any primary use which includes light manufacturing, fabrication, assembly/disassembly, processing or treatment of goods and products
3. Bottling works
4. 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.
BRASHER RD.
PENNSYLVANIA AVE.
NEVELL DR.
LANA LN.
KENTUCKY AVE.
ROBIN DR.
RENEE DR.
LAURENCE DR.
GLEN DR.
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