



FINANCE COMMITTEE AGENDA

Thursday, October 1, 2026 at 2:00 P.M.
City Hall - Mike Mathews Conference Room
425 N. Richardson Ave.
Roswell, New Mexico 88201

Committee Chair: Kurt Gass
Vice Chair: Ed Heldenbrand
Member: Riley Armstrong
Member: Juliana Halvorson
Member: Darrell Johnson
Staff Liaison: Tammi Smith

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

NON-ACTION ITEMS

1. Golf August Report
2. Visitor Center
3. Public Affairs
4. Museum Monthly Report
5. Roswell Public Library
6. Lodgers Tax
7. Cannabis Excise Tax
Gross Receipts Tax

FLOOD DISASTER UPDATES

8. Flood Disaster Update

ACTION ITEMS

9. Consider recommending Resolution 26-XX for participation in FY 2027 TPF NMDOT funding program. (MacCornack)
10. Consider recommending approval of a budget adjustment for flood recovery funds made available through NMFA loan PPRF-07035. (Rogers)
11. Consider recommending for approval reallocation of funds in the amount of \$563,617.19 that was originally allocated for the purchase of a new sideload truck. (Chaparro)

12. Consider recommending approval to advertise for a public hearing for Ordinance 26-XX: An Ordinance authorizing the sale of Hangar 91, located at 99 Will Rogers Rd, consisting of a 21,544 square-foot hangar only, for \$250,000.00 upon the terms set forth in the Purchase and Sale Agreement and authorizing the City Manager and/or the Mayor to finalize an appropriate ground lease consistent with the material terms set forth below. (Thompson)
13. Consider sending to full Council approval for Change Order #1 for White Rock Construction PO# 22700384 ITB-26-011 Restroom Remodel. (Hicks)
14. Consider sending to full Council a capital budget adjustment in the amount of \$74,510.84 to cover Change Order #1 from White Rock Construction for the Transit Bathroom Remodel and Plumbing Rehab. (Hicks)
15. Consider recommending the adoption of Resolution 26-XX approving a budget adjustment for the fiscal year ending June 30, 2027. (Gomez)

APPROVAL OF MINUTES

16. Consider approval of the Regular Finance Committee Minutes of September 03, 2026.

PUBLIC PARTICIPATION

ADJOURN

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 26-12.

NOTICE OF POTENTIAL QUORUM – A quorum of the City Council may or may not attend, but there will not be debate by the City Council.

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 Clerk at 575-624-6700 if a summary of other type of accessible format is needed. **Printed and posted on Monday, September 28, 2026.**

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**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 1.

Finance Committee

Meeting Date: 10/01/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Golf August Report

Attachments

Golf August Report

GOLF – August, 2026

Highlights:

- We started the month with a Sun Country Junior Golf Event, we hosted 54 kids from all over the state. A big thank you goes out to Saul Aguilar and Subway for donating sandwiches to all the kids. Parents and the Sun Country staff raved about the level of care we show here at Spring River, as well as the course conditions, the staff, and kid friendly atmosphere.
- We hosted 60 seniors from all over Southeast NM and the Texas panhandle. Seniors might be the toughest group to please, even they could acknowledge how great the course is. Must be doing a few things right around here.
- David and his staff should be praised for how well the Golf Course is maintained, what they manage to do is absolutely amazing and we are extremely lucky to have such a dedicated Maintenance Staff. We have been blessed with a little rain, but it is still amazing how green it is here.
- We hosted one of our largest tournaments of the year in August, the 4th Annual ARM Foundation Golf Tournament. We had about 180 players playing and everything went extremely well. Every participant gifted a pair of Oakley or Ray Ban sunglasses, and our Major Sponsor's earned a special giveaway. Everyone seemed to really enjoy themselves, nothing but good things to say about the golf course
- We also hosted the Fire Department Union Association golf course, the Fire Fighters did a great job and raised quite a bit of money. The weather cooperated and we were blessed to have an amazing day.
- Our numbers and rounds have stayed consistent despite the extremely hot weather. We are excited to welcome the cooler weather in September and perfect weather come October.

Specific & Routine Maintenance:

- Cut cups 2x a week.
- Dumped trash as needed.
- Mowed greens twice a week.

Category	Qty	Subtotal	Cost	Profit
Alcohol / Beer	2552	\$10,767.32	\$3,541.92	\$7,225.09
Alcohol / Liquor	1519	\$7,101.13	\$2,046.73	\$5,054.49
Food and Beverage / Drinks	2416	\$4,708.67	\$1,853.88	\$2,855.44
Food and Beverage / Snacks	1082	\$2,358.41	\$897.90	\$1,461.09
Golf / Green Fees	2,237	\$17,826.33	\$0.00	\$17,826.33
Golf / Memberships	17	\$2,600.02	\$0.00	\$2,600.02
Golf / Services (GHIN & Club Storage)	5	\$0.00	\$0.00	\$200.00
Golf Carts	1,935	\$31,630.02	\$0.00	\$31,770.02
Merchandise / Accessories	83	\$1,542.83	\$842.38	\$700.64
Merchandise / Apparel	5	\$309.50	\$245.00	\$64.50
Merchandise / Clubs	8	\$2,475.25	\$1,736.88	\$738.36
Merchandise / Footwear	0	\$0.00	\$0.00	\$0.00
Merchandise / Gloves	53	\$1,028.69	\$644.55	\$384.04
Merchandise / Golf Bags	1	\$380.95	\$245.00	\$135.95
Merchandise / Golf Balls	351	\$4,863.76	\$3,048.37	\$1,815.37
Merchandise / Headwear	23	\$785.67	\$486.37	\$299.32
Range Balls	579	\$3,194.11	\$0.00	\$3,194.11
Rental Club Fees	31	\$514.35	\$0.00	\$514.35
Tournament Credit Book	36	\$0.00	\$0.00	\$10,826.75
Tournament Fees	221	\$0.00	\$0.00	\$8,840.00
Total August Profit	13,154	\$92,087.01	\$15,588.98	\$96,505.87
TOTAL GROSS REVENUE	\$116,698.46			



PRO SHOP REVENUES FISCAL YEAR 2026-2027

<u>July 1, 2026 - June 30, 2027</u>							
	<u>Month</u>	<u>Qty</u>	<u>Taxable Sale</u>	<u>Non-Taxable Sale</u>	<u>Cost</u>	<u>Profit</u>	<u>Gross Revenue</u>
	<u>Jul-26</u>	<u>14,079</u>	<u>\$101,717.10</u>	<u>\$96,632.20</u>	<u>\$15,453.60</u>	<u>\$104,951.59</u>	<u>\$125,489.00</u>
	<u>Aug-26</u>	<u>13,154</u>	<u>\$56,215.84</u>	<u>\$20,006.75</u>	<u>\$15,588.98</u>	<u>\$96,505.89</u>	<u>\$116,698.46</u>
	<u>Sep-26</u>						
	<u>Oct-26</u>						
	<u>Nov-26</u>						
	<u>Dec-26</u>						
	<u>Jan-27</u>						
	<u>Feb-27</u>						
	<u>Mar-27</u>						
	<u>Apr-27</u>						
	<u>May-27</u>						
	<u>Jun-27</u>						
			-	-	-	-	-
	<u>Fiscal Year</u>	<u>14,079</u>	<u>\$101,717.10</u>	<u>\$96,632.20</u>	<u>\$15,453.60</u>	<u>\$104,951.59</u>	<u>\$125,489.00</u>

Submitted by: Tim VanderBout, Golf Course Manager
 Approved by: Jim Burress, Special Services Director

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 2.

Finance Committee

Meeting Date: 10/01/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Visitor Center

Attachments

August 2026 Visitor Center Monthly Report

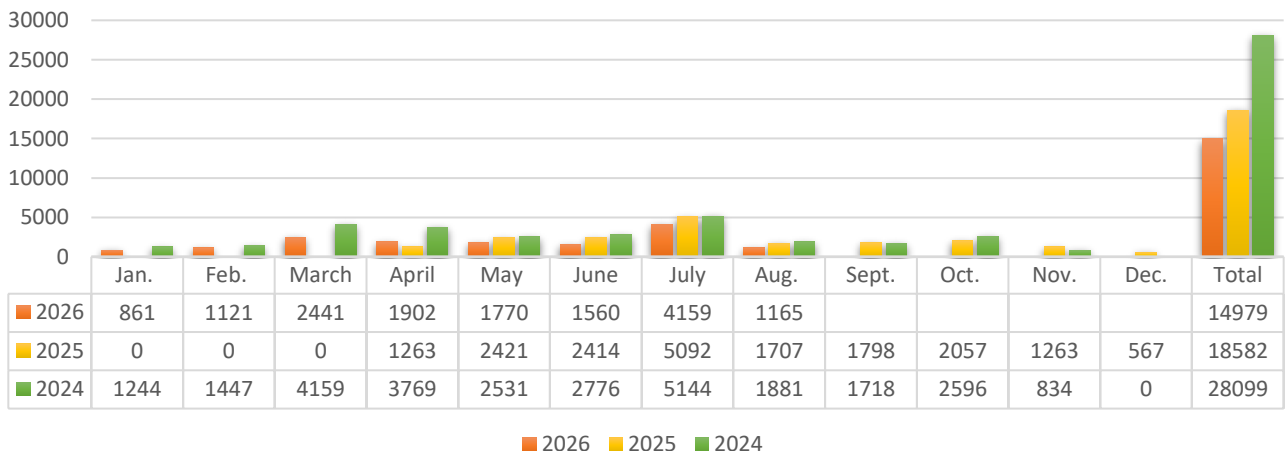
Monthly Visitor Center Report August 2026

Visitor Center:

- Welcomed **1165** guest, **769** overnight stays in Roswell or **66%** and **117** Roswell locals.
- **August** sales total **\$5,133.**
- **Top 5 items sold:**
Faded "R" Tee, Believe Tee, Alien Glasses, Coin Tee, Coin Tank Top.

August 2026 Visitation Report						
	August Comparison			YTD Comparison		
	2024	2025	2026	2024	2025	2026
Roswell Residents	136	88	117	1221	876	709
New Mexico Visitors (Not including Roswell Area)	102	100	45	1673	1197	1058
US Visitors (Not including New Mexico)	1463	1340	898	18392	10079	12507
International Visitors	180	179	105	1665	745	701
Unknown Visitors	0	0	0	0	0	4
Total Visitors	1881	1707	1165	22951	12897	14979
Numbers reflected above are by calendar year Visitor Center Hours Tuesday - Saturday 9am - 5pm Closed Sunday & Monday						

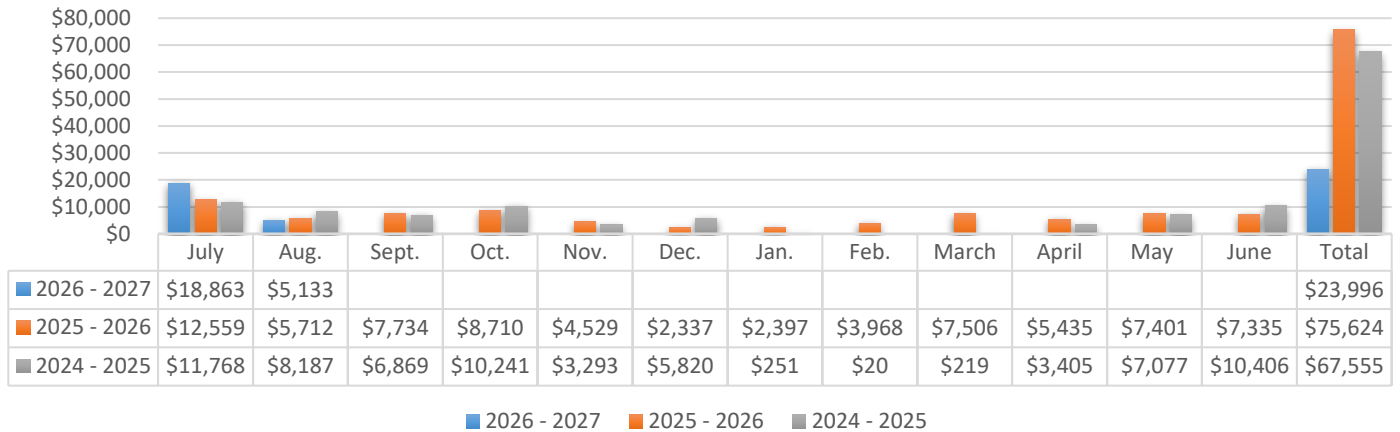
Visitor Comparison By Calendar Year 2026



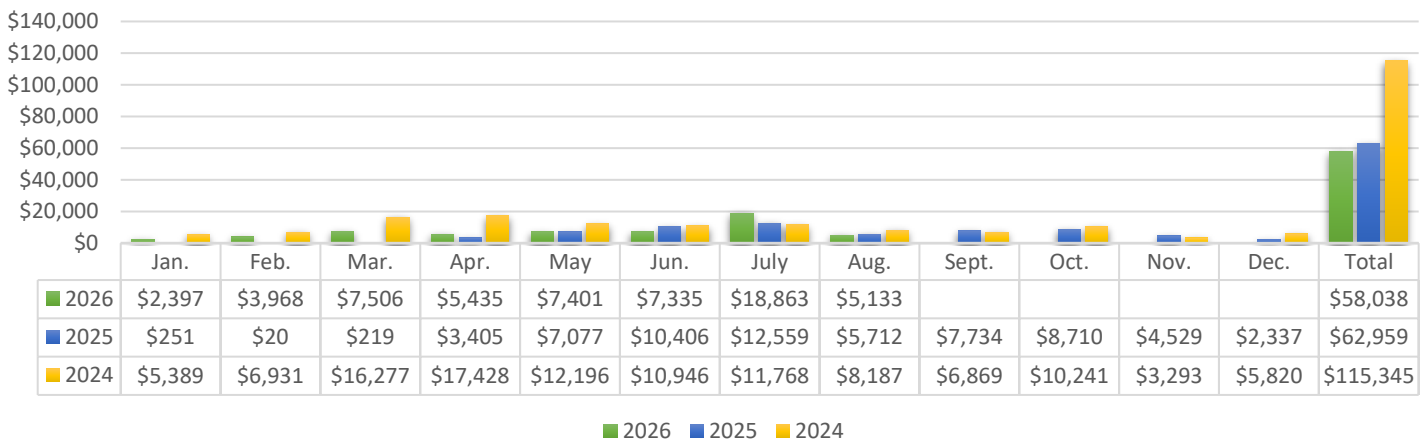
Facility Operations:

- Posted events on Community Calendar, SeeRoswell.com and Visit Widget that were submitted to the websites or events that we have looked for through using other resources.
- Promoted blood drives, small businesses, Spring River Zoo, Virtual Events, Roswell Museum and CSPs on KENW-Portales radio station every Thursday which is written by Visitor Center Staff.
- Updated inventory numbers at Visitors Center once a week and stock room once a month.
- Staff training to help with advancements and trying that is required yearly.
- 8/4/26 National Night Out – **Amanda**
- 8/9 & 8/10 - Professionalism and Customer Service training observation at the county – **Amanda & Shelly Bell (Safety)**
- 8/10/26 - Finance Committee – **Amanda**
- 8/11/26 – Enrichment Services – **Amanda**
- 8/12/26 – Set Meeting – **Amanda**
- 8/20/26 – Safety Meeting – **Amanda**
- 8/24/26 – America 250 Meeting – **Amanda**
- 8/25/26 – Meeting with TrustMark – **Amanda**
- 8/26/26 – Set Meeting – **Amanda**
- 8/31/26 – Call in line locates to start work for replacement of irrigation - **Amanda & Rudy (Parks)**
- Total of 4 online orders processed and shipped out. – **Amanda**
- 300 promotional items requested for pilot's swag bags for the Air Races. - **Amanda**
- 40 promotional bags sent to Minneola Charter School in Minneola, FL for a Roswell/Alien school project. – **VC Staff**
- 7 information packets mailed to Michigan, Oklahoma, New York, (2) Texas, Illinois, Wisconsin. – **VC Staff**
- 19 COR newspaper articles were cut, scanned and archived. – **VC Staff**
- Call out to 16 locations to request brochures to restock visitor center. – **VC Staff**
- A total of 1,800 Roswell Visitor Guides mailed out to Los Alamos Visitor Center, Roswell Chamber, Ruidoso Visitor Center, Visit El Paso, NM Mining Museum and Aztec Visitor Center. – **VC Staff**
- 1,880 brochures counted in to inventory from the following Spacewalk, Space Toy Museum, Visit Phoenix, Visit Denver, Carrizozo Visitor Center, Hot Worx, Roswell the Magazine, OK Tourism & Recreation, Oklahoma City. – **VC Staff**

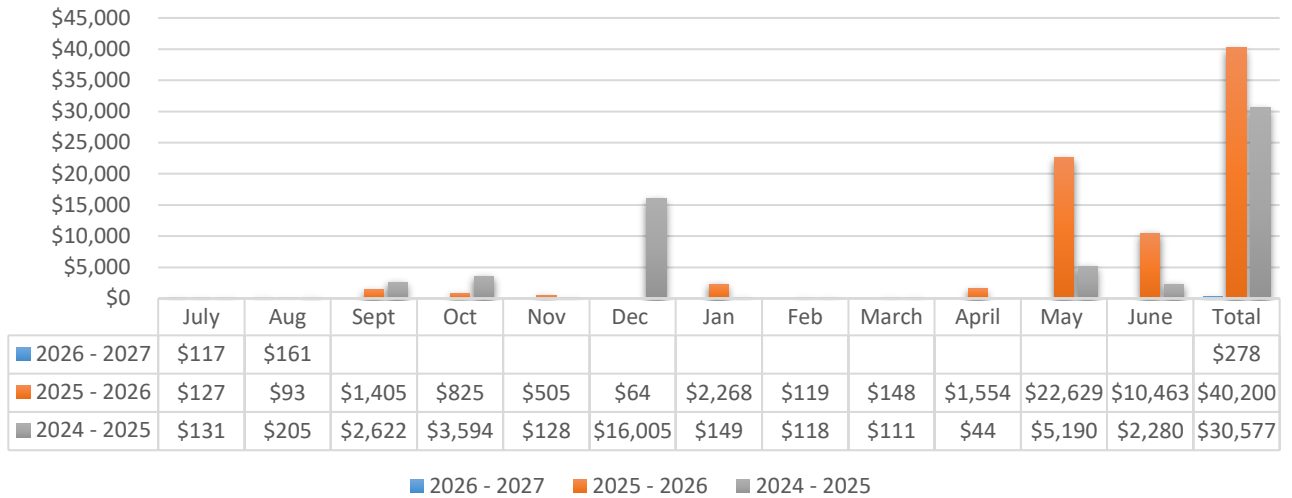
2027 Fiscal Year Revenue Comparison



Calendar Year 2026 Revenue Comparison



FY 2027 Merchandise Expenses



**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 3.

Finance Committee

Meeting Date: 10/01/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Public Affairs

Attachments

PA August 2026 Report

General Public Affairs

- Assisted RPD with National Night Out 2026
- Created Water Billing Newsletter for September 2026
- Gathered information from several departments for the Fall Guide 2026
- Tourism Photoshoot with 3Advertising
- Preparing information for NCAR
- Received on invoices for the department
- Abstract, information gathering, and PPT for Finance Committee and City Council items/department reports
- Held virtual meetings with 3 Advertising for marketing initiatives for the City of Roswell tourism and UFO Festival
- Prepared Lodgers' Tax Award Letters
- Held 2 SET meetings to review community events
- Keep Roswell Beautiful Board Meeting- Cancelled- Transitioned to Solid Waste
- Created and ordered marketing collateral for various departments
- Updated OOH billboards / Marquee / Rise vision
- Updating website links on roswell-nm.gov, ufofestival.com, seeroswell.com and flyroswell.com

Current Media Outputs

- Current Campaigns include: Recycling, Help Stop Illegal Dumping, SW Truck Awareness, United Airlines Service, America 250 Roswell, Top Flight Tavern, City Now Hiring, Summer Guide, National Night Out, NCAR
- News flashes on website: 1
- Government website updates: Estimated 35
- Form Updates: 3
- New Forms: 2
- Facebook: 59 (excluding tourism page)
- Instagram: 11
- TikToks: 0
- FB Lives: 0
- Rise Vision Updates: 5
- New Digital Billboards & Marquee: 3
- Videos: 0





Graphic Design-

Created an estimated **66 graphics**. August start off with helping significantly with National Night Out at the Recreation Center. Most of the month was dedicated to promoting new and upcoming city events and programs offered by different departments. The 16-page Fall Seasonal Guide was completed and printed. This guide features three pages dedicated to helping residents find city-related information such as permits, the online FixIT Form, and local phone contacts. Two major designs for the City of Roswell's Transit buses were designed and drafted, along with re-designing the PEER logo.

590 Graphics Year-to-Date (Jan 1 – Dec 31)

**3 Videos year- to-date
(Jan 1 – December 31)**

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 4.

Finance Committee

Meeting Date: 10/01/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Museum Monthly Report

Attachments

Museum Monthly Report



AUGUST ATTENDANCE

	FY2027	FY2026	FY2025	FY2024
EVENTS/PROGRAMS	70	50		
OUTREACH	30	175		
VOLUNTEER VISITS	12	29		
MUSEUM BUSINESS	2	-		
AUGUST TOTALS	114	254	1,773	1,776
FISCAL YEAR-TO-DATE TOTALS	620	540	4,393	5,861

Please note: Tables were updated in February 2025 to reflect the museum's current closure and categories are those that will be in use during the museum rebuild.

AUGUST REVENUES

	FY2027	FY2026	FY2025	FY2026
MEMBERSHIP	-	290		
STORE	-	85		
AUGUST TOTALS	-	375	13,348	14,554
FISCAL YEAR-TO-DATE TOTALS	-	475	39,298	43,295

AUGUST PROGRAMMING

EVENTS/PROGRAMS/OUTREACH	OCCURRENCES for MONTH	ATTENDEES	PARTNERSHIPS/SUPPORT
Second Saturday	1	70	RMAC Foundation, Roswell Public Library
Worcester Presentation	1	30	Museum of Worcester
TOTALS	2	100	

MEMBERS



120

current memberships

167

current members

FOR MONTH

-

new memberships

-

renewals

FISCAL YEAR to DATE

-

new memberships

27

renewals

VOLUNTEERS



12

volunteer hours



9

volunteer visits

FOR MONTH

FISCAL YEAR to DATE

1557

volunteer hours

430

volunteer visits



6,500

FACEBOOK FOLLOWERS



2,080

INSTAGRAM FOLLOWERS

646

E-NEWSLETTER SUBSCRIBERS

ACTIVITIES & HIGHLIGHTS

CURRENT STATUS & CONSERVATION

The Museum is currently closed due to the October 2024 flood with collection recovery and rebuilding estimated at 5 years. Recovery efforts and staff are centralized at a temporary location.

Current project status:

- In loan paintings were conserved in Chicago and returns have been scheduled for the end of September.
- Work is ongoing to coordinate and seek insurance approval for conservation of items that remained in Roswell, including conservation projects with on-site work and projects performed in off-site conservation labs.
- Awarding of the RFP for Stabilization, Assessment, and Conservation of Goddard artifacts is nearing completion with work anticipated to begin in the next couple of months. The project is estimated to take 3 years.

MUSEUM DAY

Museum Day is scheduled to take place Saturday, October 3 from 10 am to 5 pm. The annual event celebrates our local museums with a free admission day at all 8 locations. The Roswell Museum will be located in the southeast lobby at 400 Penn Plaza for this year's event.

The event is sponsored by Roswell 250 and Pioneer Bank. For more information, visit www.roswellmuseum.org

NATIONAL CHAMPIONSHIP AIR RACES

The Roswell Museum presented in the STEM Discovery Zone at the National Championship Air Races & Air Show September 16-20. More than 5,000 school children toured the Zone, which featured interactive exhibits, hands-on technology stations, and connections to aviation and aerospace careers. Participants included GRADD (Global Robot and Drone Deployment), ENMU-Roswell, Leprino, U.S. Air Force, Very Large Array, Women in Aviation, among others.

The Museum featured information on the recovery, a straw rocket activity and a prototype of the new portable Goddard exhibit for public testing and feedback.

FOUNDATION FUNDRAISER

The RMAC Foundation will be presenting a flood recovery fundraiser event titled POP - Preserve Our Past on Saturday, October 10 at the Anderson Museum of Contemporary Art. The event will bring together neighbors, artists, business leaders, philanthropists, and museum supporters for an elegant evening in support of conservation sponsorships of art and historical objects affected by the flood. Attendees will enjoy a welcoming toast, hors d'oeuvres, cash bar and a live conservation auction. For tickets, visit rmacfoundation.com/pop or call the Foundation office at 575-627-0918.

SECOND SATURDAY

September's Second Saturday was presented in coordination with the Pecos Valley Quilters and the Miniatures and Curious Collections Museum, who held a concurrent outdoor quilt show at Library Park and exhibition. At October's event, visitors will create cardboard monster puppets.

Second Saturdays are held at the Roswell Public Library, during the museum's flood recovery, from 10 am to 1 pm on the Second Saturday of each month. Projects are led by staff and teaching artists, and the program is supported by the RMAC Foundation.

MUSEUM AFTER HOURS

A new monthly series called Museum After Hours at Interstellar is being planned featuring a short presentation on collections research, conservation highlights and other special topics, presented by museum staff and guest speakers, followed by informal conversation. The first is being scheduled for sometime in October with details to be announced soon.

AMPHIL VISIT

Museum Director Brooks met with two consultants from American Philanthropic (AmPhil), a national nonprofit fundraising consulting firm working with the RMAC Foundation. The visit included a tour of the flood-damaged museum and discussion of recovery progress, current priorities, and future fundraising needs.

REBUILDING EFFORTS

Museum and City staff, working with consultants and in coordination with FEMA, continue to develop a path for the Museum's recovery and future facility—from early planning through design and construction.

As part of this work, public engagement and cultural asset mapping activities are being developed for this fall. These pre-planning efforts will gather community input to help inform the future Museum.

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 5.

Finance Committee

Meeting Date: 10/01/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Roswell Public Library

Attachments

Library Report

Roswell Public Library

September 2026

Accomplishments

Building Improvements Plans

Children's Garden: The expected completion of the project is late October – early November due to shipping of supplies. The decking is currently being worked on. The memorial pavers have been engraved and delivered to the library. We are working on having the sundial painted and a missing gnome purchased or created. This will be done after the brickwork at the base of the sundial has been completed.

Maquettes: The Committee working on the Lest We Forget Statue Project gifted the Roswell Public Library with two maquettes, Pioneer Women and Buffalo Soldier. The two maquettes are on display above the book club books, with the previous gift of the Vaquero maquette.

Lights: The Roswell Public Library is still recovering from two power outages (August 3 and August 17-18). An electrician was called in to replace a contactor and get power on the south side of the library. We then had a contractor begin replacing the burnt-out lights and replacing them with LED lights. During this process it was discovered that the emergency lights were not working. After talking with the Fire Marshal, Facilities Department, contractor and another electrician, the best course of action is to replace the batteries for the emergency lights and convert the fluorescent lights to LED. The Fire Marshal also recommends an annual test of the emergency lights, by turning off the power for 90 minutes.

Fire Extinguishers: We completed our annual fire extinguisher inspection and had two fire extinguishers replaced. We continue to perform monthly checks on the fire extinguishers.

Service Improvements

STEM Kits: A grant from the STEM Innovation Network allowed the Roswell Public Library to purchase materials for teachers and other organizations to check out a Science Technology, Engineering, or Math (STEM) kit to use with a group. The kits have been rehoused, inventory list created and added to the library catalog as Organizational STEM Kit. Before they may be loaned, we will create procedures for checking out and returning items.

OCLC: We are using OCLC to catalog our materials. The Online Computer Library Center (OCLC) provides libraries with catalog records in a standard format called MARC records. OCLC records are the gold standards for library records. We stopped using OCLC due to budget cuts and began using catalog records provided by Ingram. Ingram recently increased the cost of providing catalog records. This is a cost saving.

Missing Books: Books and other items that should be on the shelf and are not, are typically marked as “missing.” We have cleaned up our database by removing the missing items, after doing several searches. If the item is “found” then we will add it back into the collection.

Programs

Special Programs: The Roswell Public Library has planned the following special programs.

September 26, 2026 – National Hispanic American Heritage Program featuring Loteria and Pinata making workshop with the Museum of International Folk Art

October 24, 2026 - Dia de los Muertos event.

TBA opening of the Children’s Garden

December 19, 2026 – Grinchy Christmas

December 31, 2026 – Noon Year’s Eve Balloon Drop

January 23, 2027 – Angelina Ballerina Tea Party

February 27, 2027 – Pete the Cat Event

March 27, 2027 – Touch a Truck

April 24, 2027 – Day of the Child Day of the Book

May is set aside to promote the summer reading program.

June – July 2027 Summer Reading Program with weekly special programs.

August 2027 TBA Stuffed Animal Sleepover

Blackdom: The Book and Bites Book Club brought in a guest speaker, Mareen McGinn for a presentation on Blackdom The community of Blackdom was officially incorporated by 1901. By 1908, the community had 25 families with about 300 people and a number of businesses (including a blacksmith shop, a hotel, a weekly newspaper, and a Baptist church) on 15,000 acres of land. The community was the first solely African-American community in the New Mexico Territory. The book read for the month was Blackdom, New Mexico: The Significance of the Afro-Frontier, 1900–1930 by Timothy Nelson.

Spice Club: The spice of the month for September is dried onion.

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 6.

Finance Committee

Meeting Date: 10/01/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Lodgers Tax

Attachments

Lodgers Tax

Lodgers' Tax

October 1, 2026
(Gass/Jones)



Lodgers' Tax Update July 2026 Activity Collected in August 2026

- One hotel, the B&J Hotel, did not report. All 3 that were late last time have remitted past due this period.
- STR data shows we were at 66.5% occupancy. Up 2.7%
- ADR percent change this month is down 4.9% from last year.
- 34 Short Term Rentals reported for the period.

CITY OF ROSWELL
5% LODGERS' TAX COLLECTION REPORT
COLLECTED IN AUGUST 2026 FOR THE MONTH OF JULY 2026 ACTIVITY

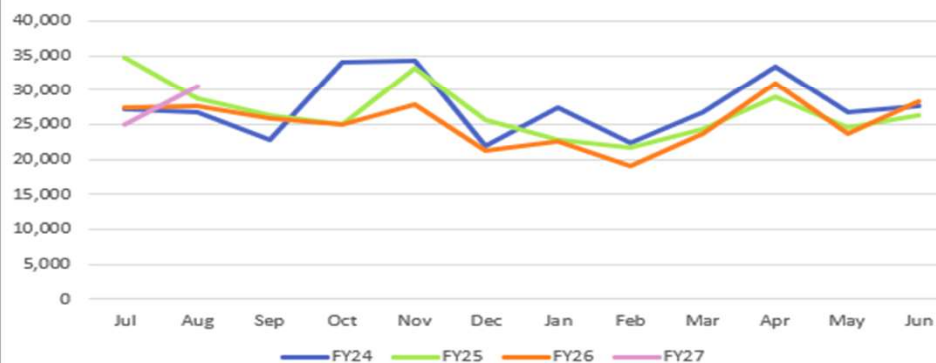
ROOM NIGHTS REPORTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY24	27,246	26,672	22,821	33,964	34,230	21,867	27,393	22,269	26,694	33,329	26,826	27,611	330,922
FY25	34,628	28,716	26,372	25,091	33,101	25,752	22,812	21,634	24,353	29,043	24,629	26,392	322,523
FY26	27,421	27,574	25,836	24,990	27,802	21,317	22,495	18,961	23,646	30,907	23,751	28,271	302,971
FY27	25,074	30,526											55,600
Available Room Nights	47,460	49,042	49,042	47,460	49,042	47,460	49,042	49,042	44,296	49,042	47,460	49,042	
Occupancy %	52.8%	62.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	

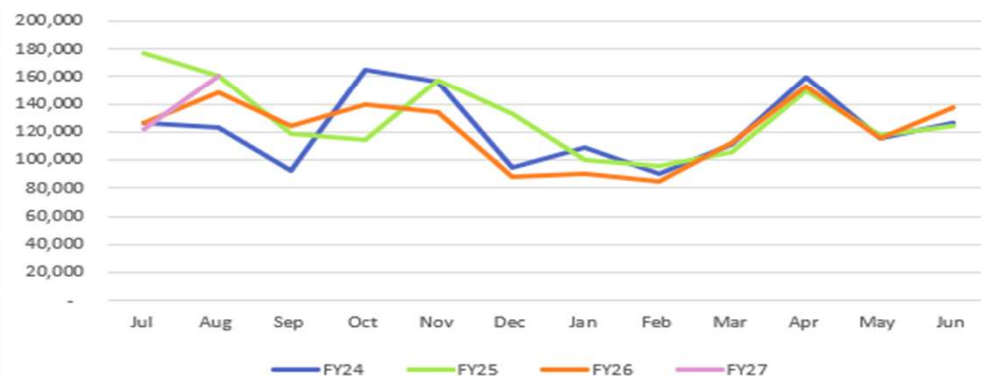
LODGERS' TAX COLLECTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY24	126,306	123,243	92,711	164,942	156,080	94,157	108,666	89,983	110,577	159,226	115,351	126,741	\$ 1,467,982
FY25	177,303	159,992	118,806	114,100	157,353	132,870	99,619	95,871	105,116	149,261	117,774	124,547	\$ 1,552,612
FY26	126,367	148,321	123,922	139,591	134,417	88,178	89,939	85,050	112,538	153,081	115,224	137,196	\$ 1,453,824
FY27	122,586	160,049											\$ 282,635

Actual Room Nights Sold - Four Year Trend



Actual Lodgers' Tax - Four Year Trend





CITY OF ROSWELL
\$2.50 CONVENTION CENTER BED FEE COLLECTION REPORT
Collected in August 2026 for July 2026 Activity

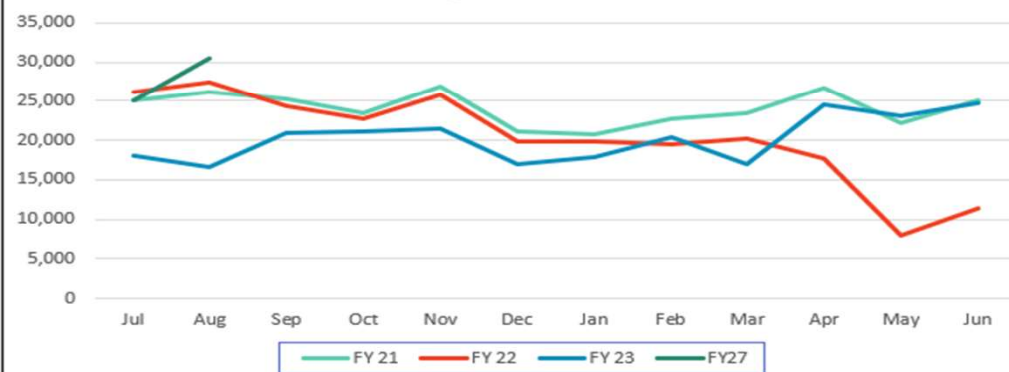
ROOM NIGHTS REPORTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY24	27,246	26,672	22,821	33,964	34,230	21,867	27,393	22,269	26,694	33,329	26,826	27,611	330,922
FY25	34,628	28,716	26,372	25,091	33,101	25,752	22,812	21,634	24,353	29,043	24,629	26,392	322,523
FY26	27,421	27,574	25,836	24,990	27,802	21,317	22,495	18,961	23,646	30,907	23,751	28,271	302,971
FY27	25,074	30,526											55,600
Available Room Nights	47,460	49,042	49,042	47,460	49,042	47,460	49,042	49,042	44,296	49,042	47,460	49,042	
Occupancy %	52.8%	62.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	

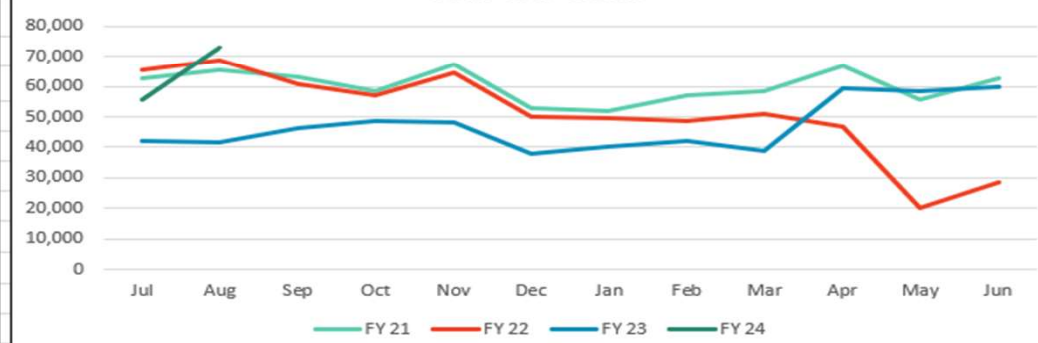
CONVENTION CENTER FEES COLLECTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY24	63,160	59,332	49,567	79,130	80,079	50,482	61,255	50,565	58,575	74,128	61,840	63,755	\$ 751,868
FY25	80,315	70,870	60,612	56,428	76,247	64,132	53,257	49,550	50,762	63,197	56,455	58,595	\$ 740,420
FY26	59,642	63,445	55,335	56,445	62,249	47,570	49,045	42,385	47,275	61,152	51,440	62,742	\$ 658,725
FY27	55,497	72,707											\$ 128,204

Actual Room Nights Sold - Four Year Trend



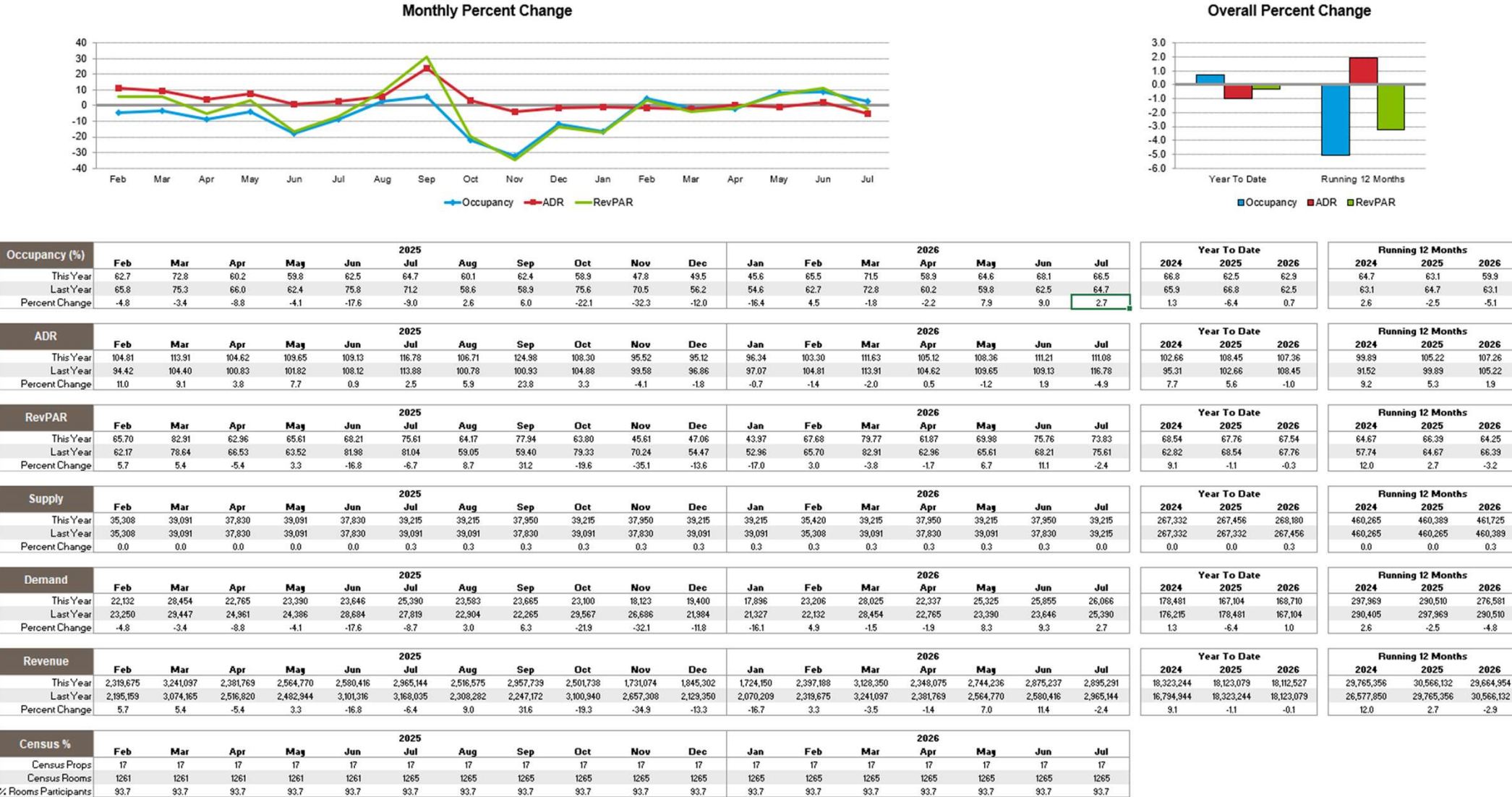
**Actual Convention Center Bed Fee at \$2.50
Four Year Trend**



Tab 2 - Trend City of Roswell, NM+: City of Roswell NM

City of Roswell NM
For the Month of July 2026

Currency: USD - US Doll



**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 7.

Finance Committee

Meeting Date: 10/01/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Cannabis Excise Tax

Gross Receipts Tax

Attachments

Cannabis Excise Tax

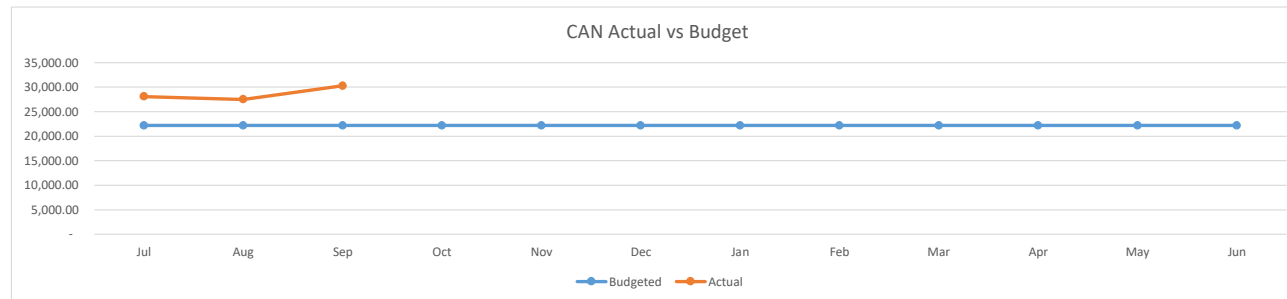
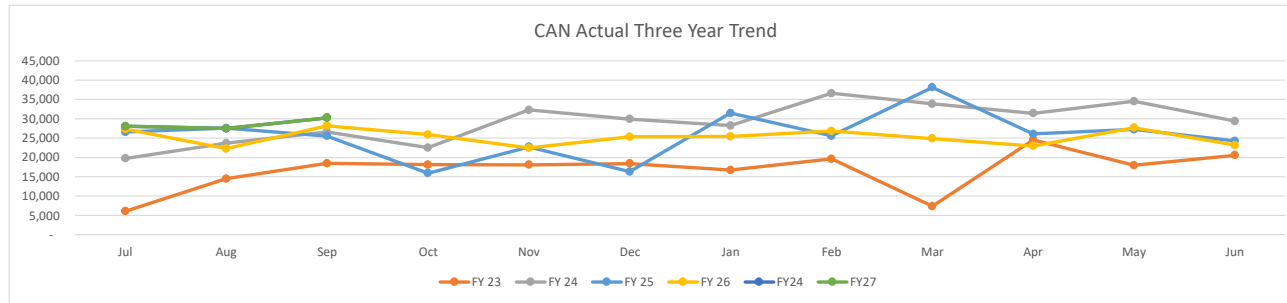
Gross Receipts Tax

GRT Allocation



City of Roswell
Cannabis Excise Tax
September

FY	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals	YTD Period % Change	Total
FY 23	6,091	14,494	18,482	18,108	18,096	18,422	16,719	19,631	7,352	24,557	17,949	20,569	200,469		200,469
FY 24	19,733	23,688	26,592	22,491	32,293	29,911	28,210	36,580	33,857	31,409	34,507	29,406	348,677	73.9%	348,677
FY 25	26,593	27,541	25,544	15,944	22,724	16,310	31,430	25,563	38,136	26,059	27,204	24,268	307,316	-11.9%	307,316
FY 26	27,337	22,256	28,178	25,929	22,451	25,341	25,423	26,838	24,872	22,963	27,689	23,191	302,468	-1.6%	302,468
FY 27	28,084	27,485	30,273										85,842	-71.6%	85,842
27 over 26	2.7%	23.5%	7.4%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-71.6%		

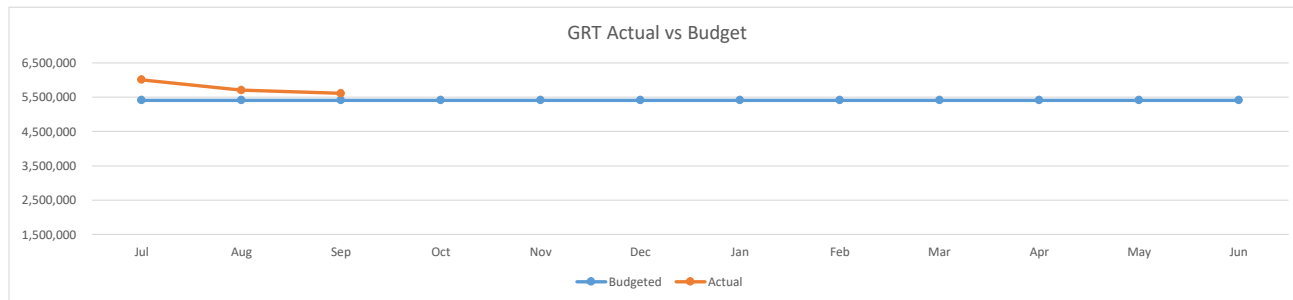
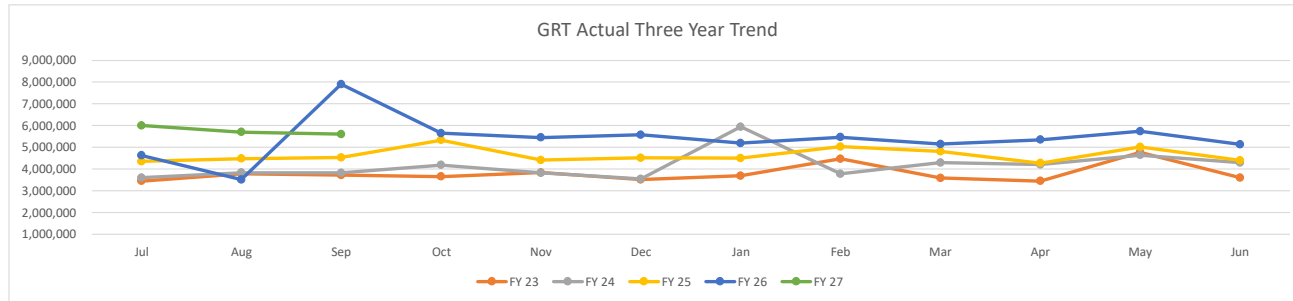


	Budgeted	Actual	Variance	% Variance
Jul	22,173.79	28,084.22	5,910.43	26.66%
Aug	22,173.79	27,484.51	5,310.72	23.95%
Sep	22,173.79	30,272.99	8,099.20	
Oct	22,173.80		(22,173.80)	
Nov	22,173.80		(22,173.80)	
Dec	22,173.80		(22,173.80)	
Jan	22,173.80		(22,173.80)	
Feb	22,173.80		(22,173.80)	
Mar	22,173.80		(22,173.80)	
Apr	22,173.80		(22,173.80)	
May	22,173.80		(22,173.80)	
Jun	22,173.80		(22,173.80)	
Total	266,085.57	85,842	(180,243.85)	
% FYTD				29.04%



City of Roswell
Gross Receipts Tax
September

FY	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals	YTD Period % Change	Total
FY 19	3,131,599	2,939,761	2,717,100	2,851,428	2,747,878	2,708,431	2,781,667	3,114,447	2,690,121	2,700,303	2,973,891	2,763,391	34,120,016		34,120,016
FY 20	2,860,221	3,248,842	5,450,435	2,804,337	3,799,352	3,162,914	2,788,688	3,186,544	2,790,481	2,464,194	2,876,027	2,809,756	38,241,792	10.8%	38,241,792
FY 21	3,022,870	3,102,729	3,004,044	2,972,865	2,954,877	2,791,196	2,669,024	3,323,947	2,848,487	2,712,994	3,440,838	3,310,495	36,154,366	-5.8%	36,154,366
FY 22	2,905,150	3,365,250	3,274,874	5,322,186	3,503,137	3,415,875	3,433,365	3,746,860	3,298,203	3,207,034	3,796,595	3,493,551	42,762,081	15.5%	42,762,081
FY 23	3,451,125	3,781,199	3,720,713	3,659,178	3,836,550	3,520,939	3,690,743	4,468,601	3,592,680	3,450,237	4,773,189	3,610,211	45,555,365	6.5%	45,555,365
FY 24	3,601,500	3,833,199	3,825,702	4,187,623	3,821,397	3,550,450	5,949,131	3,784,152	4,297,716	4,213,352	4,643,710	4,296,782	50,004,713	9.8%	50,004,713
FY 25	4,360,577	4,481,811	4,529,227	5,334,898	4,410,155	4,515,089	4,501,105	5,035,167	4,810,285	4,274,929	5,021,295	4,404,839	55,679,377	11.3%	55,679,377
FY 26	4,625,684	3,517,302	7,903,051	5,654,926	5,450,801	5,577,332	5,193,540	5,464,974	5,151,075	5,350,340	5,736,387	5,134,246	64,759,658	16.3%	64,759,658
FY 27	6,006,880	5,699,644	5,609,740											-100.0%	17,316,265
27 over 26	29.9%	62.0%	-29.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%	-100.0%		



	Budgeted	Actual	Variance	% Variance
Jul	5,408,333	6,006,880	598,547	11.07%
Aug	5,408,333	5,699,644	291,311	5.39%
Sep	5,408,333	5,609,740	201,407	3.72%
Oct	5,408,333		(5,408,333)	
Nov	5,408,333		(5,408,333)	
Dec	5,408,333		(5,408,333)	
Jan	5,408,333		(5,408,333)	
Feb	5,408,333		(5,408,333)	
Mar	5,408,333		(5,408,333)	
Apr	5,408,333		(5,408,333)	
May	5,408,333		(5,408,333)	
Jun	5,408,333		(5,408,333)	
Total	64,900,000	17,316,265	(47,583,735)	
% FYTD				6.73%



City of Roswell
GRT Allocation
FY27

General Fund				
	Budgeted	Actual	Variance	% Variance
July	4,400,000.00	4,863,352.04	463,352.04	10.53%
August	4,400,000.00	4,616,421.50	216,421.50	4.92%
September	4,400,000.00	4,539,543.25	139,543.25	3.17%
October	4,400,000.00			
November	4,400,000.00			
December	4,400,000.00			
January	4,400,000.00			
February	4,400,000.00			
March	4,400,000.00			
April	4,400,000.00			
May	4,400,000.00			
June	4,400,000.00			
Total	52,800,000.00	14,019,316.79	819,316.79	18.62%

FEMA				
	Budgeted	Actual	Variance	% Variance
July	550,000.00	623,742.74	73,742.74	13.41%
August	550,000.00	590,848.81	40,848.81	7.43%
September	550,000.00	583,743.61	33,743.61	6.14%
October	550,000.00			
November	550,000.00			
December	550,000.00			
January	550,000.00			
February	550,000.00			
March	550,000.00			
April	550,000.00			
May	550,000.00			
June	550,000.00			
Total	6,600,000.00	1,798,335.16	148,335.16	26.97%

Public Safety				
	Budgeted	Actual	Variance	% Variance
July	458,333.33	519,785.62	61,452.29	13.41%
August	458,333.33	492,374.01	34,040.68	7.43%
September	458,333.33	486,453.01	28,119.68	6.14%
October	458,333.33			
November	458,333.33			
December	458,333.33			
January	458,333.33			
February	458,333.33			
March	458,333.34			
April	458,333.34			
May	458,333.34			
June	458,333.34			
Total	5,500,000.00	1,498,612.64	123,612.65	26.97%

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 8.

Finance Committee

Meeting Date: 10/01/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Flood Disaster Update

Attachments

Flood Update

FEMA Grants Portal

Project #	Cat	Title	Status	Date	Claimed Amount	FEMA Share	City of Roswell
806126	B - Parks and Recreation Office/IT Building "The Rock" Building,EPM	Obligated	4/28/25	\$ 219,539.72	\$ 164,654.79	\$ 54,884.93	
806112	B - City of Roswell, Convention & Civic Center, EPM	Obligated	5/5/25	\$ 1,816,033.58	\$ 1,362,025.19	\$ 454,008.40	
806146	B - Museum and Robert H. Goddard Planetarium, EPM	Obligated	5/5/25	\$ 2,954,901.77	\$ 2,216,176.33	\$ 738,725.44	
806150	B - City of Roswell, Police Station, Emergency Protective Measures	Obligated	5/20/25	\$ 258,476.31	\$ 193,857.23	\$ 64,619.08	
806095	B - City of Roswell, City Hall Storage, Emergency Protective Measures	Obligated	6/9/25	\$ 10,320.57	\$ 7,740.43	\$ 2,580.14	
806133	B - City of Roswell, Adult Center, Emergency Protective Measures	Obligated	6/12/25	\$ 294,742.06	\$ 221,056.55	\$ 73,685.52	
949433	B - Roswell International Air Center (RAIC) - EPM	Obligated	6/12/25	\$ 548,447.95	\$ 411,335.96	\$ 137,111.99	
806256	G - City of Roswell, Section 1206, Flood Plain Management	Obligated	6/24/25	\$ 132,948.78	\$ 99,711.59	\$ 33,237.20	
949435	B - Roswell Fire Department - Central Fire Station EPM	Obligated	6/24/25	\$ 86,128.48	\$ 64,596.36	\$ 21,532.12	
950909	C - Roswell RoadDamages-Wyoming Ave.	Obligated	8/4/25	\$ 64,262.77	\$ 48,197.08	\$ 16,065.69	
950901	C - Roswell RoadDamages-Riverside Dr.	Obligated	8/4/25	\$ 43,453.70	\$ 32,590.28	\$ 10,863.43	
950893	C - Roswell RoadDamages-10th-11th-12th-Orange-PA-Park-Pecan	Obligated	8/4/25	\$ 76,876.88	\$ 57,657.66	\$ 19,219.22	
806263	E - Parks & Recreation Tennis Pro Shop "The Rock" Building Damag	Obligated	8/5/25	\$ 67,281.00	\$ 50,460.75	\$ 16,820.25	
950884	C - Roswell RoadDamages-KY-LA-MI-MO-Aves.	Obligated	8/5/25	\$ 63,789.91	\$ 47,842.43	\$ 15,947.48	
950887	C - Roswell RoadDamages-4th-6th-8th-9th-Sts.	Obligated	8/5/25	\$ 107,493.20	\$ 80,619.90	\$ 26,873.30	
950904	C - Roswell RoadDamages-Alameda-Bland-Edgewood-Hendricks-Summit	Obligated	8/6/25	\$ 92,784.41	\$ 69,588.31	\$ 23,196.10	
950911	C - Roswell RoadDamages-7th-KY-MO-Bland	Obligated	8/26/25	\$ 564,043.85	\$ 423,032.89	\$ 141,010.96	
806257	E - Roswell Museum & Art Center Building Damages V.0 (A&E only)	Obligated	8/26/25	\$ 672,030.00	\$ 504,022.50	\$ 168,007.50	
806262	E - Parks & Recreation Office / IT Building Damages V.1 (Replace)	Obligated	8/26/25	\$ 1,472,673.13	\$ 729,504.85	\$ 243,168.28	
950996	E - Roswell Zoo - Animals Damages	Obligated	12/22/25	\$ 9,500.00	\$ 7,125.00	\$ 2,375.00	
950944	C - W. Bland St. Pavement repairs & Asst'd Sidewalk repairs	Obligated	1/6/26	\$ 21,523.27	\$ 16,142.46	\$ 5,380.81	
950968	F - Roswell PubWks Asstd Water Aerial Crossing Damages	Obligated	1/28/26	\$ 353,940.31	\$ 265,455.23	\$ 88,485.08	
806259	E - Boy Scout Building Damages V.1 50% Rule (Replacement)	Obligated	1/28/26	\$ 939,017.53	\$ 554,263.15	\$ 184,754.38	
963328	Z - Management Costs	Obligated	1/28/26	\$ 1,301,273.71	\$ 1,301,273.71	\$ -	
949469	B - Roswell Visitor Center Building - EPM	Obligated	1/30/26	\$ 5,486.33	\$ 4,114.75	\$ 1,371.58	
950917	C - Roswell Asstd BridgeRepairs-KY-DeBremond	Obligated	1/30/26	\$ 68,298.04	\$ 51,223.53	\$ 17,074.51	
950936	C - Roswell PubWks-SpecialElectronicsDeptRepairs	Obligated	2/4/26	\$ 79,962.06	\$ 59,971.55	\$ 19,990.52	
949463	B - City of Roswell - Roswell Police Department Citywide EPM	Obligated	2/4/26	\$ 30,225.22	\$ 22,668.92	\$ 7,556.31	
949466	B - Roswell Wastewater Treatment Plant - EPM	Obligated	2/9/26	\$ 19,265.49	\$ 14,449.12	\$ 4,816.37	
949444	B - Roswell Parks & Recreation - IT Department Temp Location	Obligated	2/20/26	\$ 25,155.92	\$ 18,866.94	\$ 6,288.98	
951251	F - Roswell North Atkinson Outfall Structure Damages	Obligated	2/20/26	\$ 53,399.16	\$ 40,049.37	\$ 13,349.79	
949428	A - Debris Removal from Streets/Roadways	Obligated	2/25/26	\$ 530,478.50	\$ 397,858.88	\$ 132,619.63	
949457	B - Roswell Museum Building and Goddard Planetarium - Temp	Obligated	2/25/26	\$ 91,973.60	\$ 68,980.20	\$ 22,993.40	
950941	C - Roswell Zoo Bridges Damaged	Obligated	2/25/26	\$ 713,497.00	\$ 535,122.75	\$ 178,374.25	
951069	E - Roswell Police Station Damages	Obligated	2/25/26	\$ 1,582,231.16	\$ 811,673.37	\$ 270,557.79	

FEMA Grants Portal

951094	E - Museum- (Fine Arts-Research Library Books)Stabilization & Restora	Obligated	2/25/26	\$	232,681.16	\$	174,510.87	\$	58,170.29
950906	E - Roswell Police Dept Vehicle Damages	Obligated	2/25/26	\$	298,172.00	\$	223,629.00	\$	74,543.00
950953	G - Roswell Pks&Rec-RiverFencingDamages	Obligated	2/25/26	\$	896,780.77	\$	672,585.58	\$	224,195.19
950958	G - Roswell PubWks-Railing&Fence Damages	Obligated	2/25/26	\$	208,805.62	\$	156,604.22	\$	52,201.41
951175	G - Roswell-Spring River Golf Course Damages	Obligated	2/27/26	\$	550,133.00	\$	412,599.75	\$	137,533.25
950967	F - Roswell PubWks(WWTP)-Asstd Sewer Damages	Obligated	2/27/26	\$	1,573,001.47	\$	1,179,751.10	\$	393,250.37
806261	E - Convention & Civic Center Damages V.1 (Repair)	Obligated	2/27/26	\$	6,554,823.22	\$	3,416,117.42	\$	1,138,705.81
951173	G - Roswell Pub Wks-Pks&Rec-Asstd Walking&Bike Trails	Obligated	2/27/26	\$	2,029,711.00	\$	1,522,283.25	\$	507,427.75
951184	G - Roswell Pks&Rec-DeBremond Stadium Damages v.0	Obligated	2/27/26	\$	2,677,248.00	\$	1,816,489.85	\$	605,496.62
950993	E- Roswell Fire Content & Eqpt Damages	Obligated	4/22/26	\$	666,716.02	\$	500,037.02	\$	166,679.01
806258	E - Roswell Adult Center Building	Obligated	4/23/26	\$	9,742,173.02	\$	6,931,629.77	\$	2,310,543.26
950922	G- Roswell Asstd Parking Lot Repairs	Obligated	4/23/26	\$	1,888,684.00	\$	1,416,513.00	\$	472,171.00
950896	E- Roswell Fire Dept Vehicle Damages	Obligated	5/13/26	\$	3,491,483.55	\$	2,618,612.66	\$	872,870.89
949436	B- Roswell Fire Department - Temporary / Rented Critical Equipment	Obligated	5/14/26	\$	34,721.01	\$	26,040.76	\$	8,680.25
949453	B- Roswell Public Library - Emergency Protective Measures	Obligated	5/14/26	\$	52,316.37	\$	39,237.28	\$	13,079.09
949467	B- Roswell Wastewater Treatment Plant Sludge Pond EPM	Obligated	5/14/26	\$	22,426.93	\$	16,820.20	\$	5,606.73
951168	G- Roswell Intl Air Ctr (RIAC)-ROW&Infrastructure-Fencing-RR Comp	Obligated	5/14/26	\$	154,848.49	\$	116,136.37	\$	38,712.12
951248	D- Roswell WWTP Asstd Facility Damages	Obligated	5/14/26	\$	100,850.18	\$	75,637.64	\$	25,212.55
806254	G- City of Roswell, Solid Waste Landfill Cell 3 Repairs	Obligated	5/15/26	\$	1,144,596.40	\$	858,447.30	\$	286,149.10
810525	A- Roswell Municipal Landfill TDSR and Debris Operations	Obligated	5/15/26	\$	909,591.46	\$	682,193.60	\$	227,397.87
950950	E- Roswell AsstdCityVehicle&EqptDamages	Obligated	5/15/26	\$	579,877.68	\$	434,908.26	\$	144,969.42
950963	E- Roswell Pks&Rec-IT Bldg IT Contents Damages-Completed Work	Obligated	5/15/26	\$	278,683.69	\$	105,256.38	\$	35,085.46
950971	D- Roswell WWTP Equipment Damages	Obligated	5/15/26	\$	43,703.69	\$	32,777.77	\$	10,925.92
951099	E- Roswell Museum - Planetarium Fine Arts - Portable Vaults (Stand Al	Obligated	5/15/26	\$	945,652.25	\$	709,239.19	\$	236,413.06
951181	G- Roswell Zoo Asstd Damages	Obligated	5/15/26	\$	961,874.00	\$	705,178.95	\$	235,059.65
950979	B- Roswell Pks&Rec Dept Office-Contents&Eqpt Damages	Obligated	5/16/26	\$	278,317.84	\$	96,238.38	\$	32,079.46
950959	G - Roswell Pks&Rec-Parks Damages	Obligated	6/8/26	\$	1,124,502.00	\$	843,376.50	\$	281,125.50
951103	E - Roswell Intl Air Center (RIAC)-Asstd Bldgs Damages	Obligated	6/8/26	\$	444,760.66	\$	254,820.50	\$	84,940.17
1064219	C - Roswell AsstdBridgeRepairs - Loveless Park Pedestrian Bridge	Obligated	6/8/26	\$	333,581.00	\$	250,185.75	\$	83,395.25
950964	G - Roswell South Park Cemetery Damages	Obligated	6/10/26	\$	43,880.19	\$	32,910.14	\$	10,970.05
949852	E - Roswell Pks & Rec Dept Office/Storage Building Damages	Obligated	6/12/26	\$	2,049,607.27	\$	1,387,205.45	\$	462,401.82
950946	D- Roswell PubWks-Spring&HondoRivers-RiverBankSlopeRepairs	Obligated	6/29/26	\$	11,219,940.00	\$	8,414,980.50	\$	2,804,993.50
951187	E- Roswell Asstd Bldg Damages	Obligated	6/30/26	\$	75,584.79	\$	56,688.59	\$	18,896.20
1067945	B- Roswell Fire Department and Museum - Emergency Donated	Obligated	7/17/26	\$	396,310.94	\$	297,233.21	\$	99,077.74

Flood Damage Claims Approved by FEMA

\$	67,377,495.04	\$	47,430,786.12	\$	15,376,504.13
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NM DHSEM

Project #	Title	NM Project Status	Paid Date	Amount Received
806095	B City Hall - EPM	Reimbursement Received	9/5/2025	\$ 7,740.43
806112	B Convention & Civic Center - EPM	Reimbursement Received	1/15/2026	\$ 1,362,025.19
806126	B Parks and Recreation Office/IT Building and "The Rock" EPM	Reimbursement Received	9/2/2025	\$ 164,654.79
806133	B Adult Center EPM	Reimbursement Received	10/2/2025	\$ 221,056.55
806146	B Museum and Robert H. Goddard Planetarium, EPM	Reimbursement Received	2/4/2026	\$ 2,216,176.33
806150	B Police Department - EPM	Reimbursement Received	9/5/2025	\$ 193,857.23
806256	G Flood Plain Management Compliance	Reimbursement Received	9/5/2025	\$ 99,711.59
949433	B Air Center - EPM	Reimbursement Received	12/15/2025	\$ 411,335.96
949435	B Fire Department - EPM	Reimbursement Received	1/28/2026	\$ 64,596.36
949469	B Roswell Visitor Center Building - Emergency Protective Measures	Reimbursement Received	4/29/2026	\$ 4,114.75
950884	C RoadDamages-KY-LA-MI-MO-Aves.	Reimbursement Received	12/12/2025	\$ 47,842.44
950887	C RoadDamages-4th-6th-8th-9th-Sts.	Reimbursement Received	12/17/2025	\$ 80,619.90
950893	C RoadDamages-10th-11th-12th-Orange-PA-Park-Pecan	Reimbursement Received	12/12/2025	\$ 57,657.66
950901	C RoadDamages-Riverside Dr.	Reimbursement Received	12/16/2025	\$ 32,590.28
950904	C RoadDamages-Alameda-Bland-Edgewood-Hendricks-Summit	Reimbursement Received	12/16/2025	\$ 69,588.31
950909	C RoadDamages-Wyoming Ave.	Reimbursement Received	12/16/2025	\$ 48,197.08
950911	C RoadDamages-7th-KY-MO-Bland	Reimbursement Received	1/28/2026	\$ 423,032.89
950917	C Roswell Asstd Bridge Repairs-KY-DeBremond	Reimbursement Received	4/29/2026	\$ 51,223.53
950944	C Roswell RoadDamages-W. Bland St. Pavement repairs & Sidewalk	Reimbursement Received	4/29/2026	\$ 16,142.46
950968	F Roswell PubWks Asstd Water Aerial Crossing Damages	Reimbursement Received	4/27/2026	\$ 265,455.23
949463	B City of Roswell - Roswell Police Department Citywide Emergency Protective Measures	Reimbursement Received	5/19/2026	\$ 22,668.92
949466	Roswell Wastewater Treatment Plant - Emergency Protective Measures	Reimbursement Received	5/11/2026	\$ 14,449.12
949428	City of Roswell Public Works Department and Air Center - Debris Removal from Streets/Roadways	Reimbursement Received	6/22/2026	\$ 318,287.10
950967	Roswell PubWks(WWTP)-Asstd Sewer Damages	Reimbursement Received	8/18/2026	\$1,179,751.11
949453	Roswell Public Library - Emergency Protective Measures	Reimbursement Received	9/17/2026	\$ 39,237.28
950906	Roswell Police Dept Vehicle Damages	Reimbursement Received	8/18/2026	\$ 223,629.00
950971	Roswell WWTP Equipment Damages	Reimbursement Received	9/2/2026	\$ 32,777.77
949467	Roswell Wastewater Treatment Plant Sludge Pond - Emergency F	Reimbursement Received	9/17/2026	\$ 16,820.20
Total Reimbursements Received to Date				\$ 7,685,239.45

NM DHSEM

Project #	Title	NM Project Status	Total Award
806258	E Adult Center Building Repair v.0 (A&E only)	Loan Fund Application Amended	\$ 6,931,629.77
806257	E Museum & Art Center V.0 (A&E only)	Loan Fund Application Accepted	\$ 672,030.00
806261	E Convention and Civic Center Building Repair	Loan Fund Application Submitted	\$ 6,554,823.22
951069	E Police Department Building Repair	Loan Fund Application Submitted	\$ 1,600,743.77
			<u>\$ 7,603,659.77</u>

Category A (Debris Removal) Category B (Emergency Protective Measures), Category C (Roads and Bridges), Category D (Water Control Facilities), Category E (Buildings and Equipment), Category F (Utilities), and Category G (Parks, Recreational, and Other Facilities)

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

9.

Meeting Date: 10/01/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider recommending Resolution 26-XX for participation in FY 2027 TPF NMDOT funding program. (MacCornack)

BACKGROUND:

Initiated by: James MacCornack

The City was notified that we have been awarded FY 2027 funding under the NMDOT TPF program. City was awarded a project for pavement rehab and ADA improvements on S. Atkinson Rd from McGaffey to Brasher in the amount of \$2,733,000 (\$2,596,350 NMDOT funds, \$136,650 City Match).

FINANCIAL CONSIDERATION:

Total award is \$2,733,000 (\$2,596,350 NMDOT funds, \$136,650 City Match).

LEGAL REVIEW:

Resolution has been submitted to City Attorney for review.

BOARD AND COMMITTEE ACTION:

Infrastructure Committee voted 5-0 on 9/21/2026 to send this item to Finance Committee

Attachments

TPF Funding Agreement
Draft Resolution 26-XX

Contract No. _____
Vendor No. 0000054357
Control No. HW2LP20084

TRANSPORTATION PROJECT FUND GRANT AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Roswell** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **S. Atkinson Ave. Pavement Rehabilitation & ADA-Rehabilitation of existing pavement, re-striping, and ADA improvements on S. Atkinson Avenue from McGaffey St to Basher St.** (Project or CN LP20084). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is Two Million Seven Hundred Thirty Three Thousand Dollars and No Cents **(\$2,733,000.00)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Cost
Funding Source 1	95%	5%	
<u>FY 2027 Transportation Project Fund</u> For the purpose stated above in Section 1.	\$2,596,350.00	\$136,650.00	\$2,733,000.00
Total Transportation Project Funds			\$2,733,000.00

- b. The Public Entity is responsible for all costs that exceed Project funding.
c. All allocated funds must be spent by **June 30, 2029**.
d. The Public Entity represents that no federal funds will be used to finance the Project.
e. The Public Entity must repay Project funding to the Department if:
1. The Project is cancelled or partially performed.
2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

- a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
 1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
 2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
 3. If a department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.
- b. Will not:
 1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
 2. Have any involvement in the construction phase;
 3. Be involved in permit preparation or the review or coordination with regulatory agencies.
 4. Conduct periodic assurance inspections or comparison material testing.
 5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.
- c. May perform Project monitoring that might consist of the following:
 1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
 2. Request written Project status reports.
 3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.
- d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.
- e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.
- d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.
- e. Have sole responsibility and control of all project phases and resulting quality of the completed work.
- f. If the Project is in full or on a portion of a state highway, on a department right of way or a National Highway System route:
 1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and

2. Design and construct the Project in accordance with standards established by the Department.
- g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Exhibit B.
- h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
- j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
- k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
- l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
- m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
- n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
- o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System, and the Department is not assuming maintenance responsibility or liability.
- c. Pursuant to NMSA 1978, Section 67-3-78, Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- d. The requirements of 18.27.6 NMAC are incorporated by reference.
- e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of

Completion or (b) **June 30, 2029**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

7. Termination.

If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) days written notice. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors, and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity and the Legislature this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five (5) years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

City of Roswell

By: _____

Date: _____

Title: _____

Attest: _____

Title: _____

EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP20084

I, _____, in my capacity as _____ of _____ certify in regard to Control No. **LP20084**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of _____, with New Mexico Department of Transportation 95% share of _____ and the Public Entity share of _____ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on _____ of _____, 20_____

In Witness Whereof, _____ in his/her capacity as _____ of _____ certify that the matters stated above are true to his/her knowledge and belief.

City of Roswell

By: _____ Date: _____

Title: _____ Date: _____

ATTEST:

By: _____ Date: _____

Public Entity Clerk

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.

EXHIBIT B
RESOLUTION
City of Roswell

PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Roswell** and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS the total cost of the project will be \$2,733,000 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or \$2,596,350.00

and

- b. **City of Roswell**'s proportional matching share shall be 5% or \$136,650.00

TOTAL PROJECT COST IS \$2,733,000.00

The **City of Roswell** shall pay all costs, which exceed the total amount of \$2,733,000.00.

Now therefore, be it resolved in official session that **City of Roswell** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2029 and the **City of Roswell** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

Now therefore, be it resolved by the **City of Roswell** to enter into Cooperative Agreement for Project Control Number **LP20084** with the New Mexico Department of Transportation for the TPF Program for year 2027 for S. Atkinson Ave. Pavement Rehabilitation & ADA-Rehabilitation of existing pavement, re-striping, and ADA improvements on S. Atkinson Avenue from McGaffey St to Basher St.- within the control of the **City of Roswell** in New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.))

(PRINTED NAME, POSITION)

DATE

(PRINTED NAME, POSITION)

DATE

**PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM
ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the total cost of the project will be **\$2,733,000** to be funded in proportional share by the parties hereto as follows:

- And

- TOTAL PROJECT COST IS \$2,733,000.00. and;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL IN OFFICIAL SESSION AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, THAT CITY OF ROSWELL DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

- NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, to:**

Enter into Cooperative Agreement for Project Control Number LP20084 with the New Mexico Department of Transportation for the TPF Program for year 2027 for S. Atkinson Ave. Pavement Rehabilitation & ADA-Rehabilitation of existing pavement, re-striping, and ADA improvements on S. Atkinson Avenue from McGaffey St to Basher St.- within the control of the City of Roswell in New Mexico

1
2 PASSED, ADOPTED, SIGNED and APPROVED _____, _____.
3

4 CITY SEAL
5

6
7 _____
8 Timothy Z. Jennings, Mayor

9
10 ATTEST

11 _____
12 Amalia Martinez, City Clerk

DRAFT

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Finance Committee

10.

Meeting Date: 10/01/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider recommending approval of a budget adjustment for flood recovery funds made available through NMFA loan PPRF-07035. (Rogers)

BACKGROUND:

Initiated by Mac Rogers:

\$25,000,000.00 was made available to the City with the closing of the flood recovery bonds completed on September 9, 2026. Principal and interest payments will commence on June 1, 2027 and the City has three years to spend the bond proceeds. Flood Recovery GRT revenues can only be spent on debt service. This request is for approval to budget funds for the following obligated/approved projects where FEMA has agreed to reimburse 75% of the total project costs:

Number	Title	Budget Amount	Account Number
950946	Spring & Hondo Riverbank Slopes	\$ 8,414,905.50	26033005-817504
951173	Walking & Bike Trails	\$ 1,522,283.25	26033005-817504
806261	Convention & Civic Center Damages	\$ 4,916,117.42	26033005-817506
951175	Spring River Golf Course Damages	\$ 550,133.00	26033005-817508
950953	Pks & Rec- River Fencing Damages	\$ 896,780.77	26033005-817508
806258	Roswell Adult Center Replacement	\$ 974,217.30	26033005-817506
950922	Parking Lot Repairs	\$ 944,432.00	26033005-817508

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expenses): Budget Adjustment Needed

Revenue - FEMA (2603-489100): \$18,218,869.24

Expense - FEMA Capital Outlay Infrastructure (26033005-817504): \$ 9,937,188.75
FEMA Capital Outlay Buildings (26033005-817503): \$ 5,890,334.72
FEMA Capital Outlay Land Improvement (26033005-817508): \$ 2,391,345.77

LEGAL REVIEW:

Not applicable for this agenda item

BOARD AND COMMITTEE ACTION:

Infrastructure Committee voted 5-0 to send this item to Finance.

STAFF RECOMMENDATION:

Staff recommends approval

Attachments

Project summary

DR 4843 Budget Adjustment - Project Summary

Project Number & Title	Summary	Photos
Project # 950946 Spring/Hondo River Channel Repairs	This project consists of two FEMA-documented flood-control channels damaged by the October flood event. The Spring River channel damage spans approximately 2 miles from College Blvd/Skidmore Rd. to W 8th St. between Washington and Missouri Ave. The Hondo River channel damage is more spread out over approximately 2.5 miles from S. Elm Ave to S. Sunset Ave. The Spring River Channel is 21 feet deep, construction material varies by location and includes concrete side wall, flagstone and rocks, along with a ten feet wide concrete riverbed in most locations. Combined repair work totals 52,128 SF of damaged side-slope requiring 668 CY of concrete channel wall repair, 333 CY of concrete riverbed repair, and 8,420 CY embankment backfill across 34 documented sections.	
Project # 951173 Walking Trails	This project addresses flood damage to the multi-use asphalt walking and biking trail running from Enchanted Lands Park to the Spring River Zoo/Park & Zoo area. The Spring River Recreational Trail Repairs are spread out across 18 damaged sites along the 4.2-mile trail system, including 9,429 CY of sub-grade select fill and prep; 88 CY of Type 11-B base course; 56 CY of Permeable Modified Bituminous Pavement (PMBP) asphalt trail surface replacement; 18 CY of concrete pathway replacement; 28 CY of concrete expansion joints; installation of 1 concrete box culvert, 2 CMP culverts, 2 concrete headwalls, 4 wingwalls, and 178 SF soil enclosure.	

DR 4843 Budget Adjustment - Project Summary

**Project # 806261
Convention
Center**

The City of Roswell, Convention Center is a one-story masonry and steel structure with an approximate area of 46,118 GSF on a 5.3-acre site. The building experienced extensive flooding with 5-7 FT of rushing water causing major damage to all building components. FEMA has obligated/approved a total project cost of \$6,024,343 for a repair in kind and bring the building back to pre-disaster condition. The project is currently in design with engineers exploring flood proofing measures for code compliance.



**Project # 951175
Nancy Lopez Golf
Course at Spring
River**

Floodwaters caused significant damage to the golf course, impacting its infrastructure, equipment, and landscape. Using Force Account labor, the City has begun repairs to #15 green and the adjacent cart path. The flood also damaged the electrical for multiple pond aerators requiring the service to be brought up to code. The master irrigation controller that is older than 25 years was significantly damaged. Watering the course by hand is difficult and time consuming, the budgeted funds can be used to begin design for new golf course irrigation controllers.



DR 4843 Budget Adjustment - Project Summary

Project # 950953 Spring/Hondo River Fencing	Funding for this project is to strategically Repair/Replace fencing along the Spring River Channel. The damages are spread out across 11 different sites from enchanted lands park to the Zoo and total approximately 16,058 linear feet of fence.	
Project # 806258 Adult Center	The City of Roswell, Adult Center is a one-story masonry and steel structure with an approximate area of 27,203 GSF on a 3.51-acre site. The building experienced 5-7 FT of rushing water causing major damage to all building components. FEMA has obligated/approved a total project cost of \$9,742,173 to replace the building with the FEMA 50% rule. The city is currently exploring potential sites for the Adult Center with a public hearing to occur later this month.	
Project #950922 Parking Lot Repairs	Floodwaters caused erosion and loss of asphalt in the following City parking lots: Convention Center, Adult Center, POW MIA, and Cahoon park. This project is approved/obligated by FEMA for major parking lot and asphalt repair in the amount of \$1,888,684.00.	

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Finance Committee

11.

Meeting Date: 10/01/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider recommending for approval reallocation of funds in the amount of \$563,617.19 that was originally allocated for the purchase of a new sideload truck. (Chaparro)

BACKGROUND:

Initiated By: Abraham Chaparro

The Solid Waste department was originally allocated \$563,617.19 to purchase a new Battle truck from Bond Equipment. In talking with Bond to get a quote for the truck for this year the department was informed that there was not a delivery date for the vehicle and that it would not come this fiscal year at all. In talks with the Collection Supervisor it was agreed that the trucks that are remaining that we would instead do a rebuild for them to last longer. The Solid Waste Department is asking for the following budget adjustment:

- \$200,000 to 52004341-614012 (M&R Vehicle) for the rebuilding of the two trucks
- \$49,950 to stay in 52004341-817505 (Capital Outlay - Equipment) and purchase an Isuzu Truck to be turned into a container truck
- \$64,499 to 52004341-735613 (Material-3 yard Metal Container) for purchasing 40 6-yard front load containers and 9 8-yard front load containers. Doing this will change the majority of the city from rearload to front load operations.
- \$249,168 to 52014342-817504 (Capital Outlay - Infrastructure) for building a concrete pad for the sideload trucks to be able to park on.

FINANCIAL CONSIDERATION

- \$200,000 to 52004341-614012 (M&R Vehicle)
- \$49,950 to stay in 52004341-817505 (Capital Outlay - Equipment)
- \$64,499.00 to 52004341-735613 (Material-3 yard Metal Container)
- \$249,168 to 52014342-817504 (Capital Outlay - Infrastructure) for building a concrete pad for the sideload trucks to be able to park on.

LEGAL REVIEW:

N/A

BOARD AND COMMITTEE ACTION:

The Finance Committee will be the first to consider this item.

STAFF RECOMMENDATION:

Consider recommending for approval reallocation of funds that was originally allocated for the purchase of a new sideload truck to City Council on the consent agenda.

Attachments

Parts List
Isuzu Quote

HEIL PARTS

Part Location	Part	Description	Category	Unit Cost	Measurement Unit
Landfill Shop	001-6393	AIR CYLINDER 1 1/2" BORE X 2" STROKE HEIL OF TEXAS	Miscellaneous	\$219.00	ea
Landfill Shop	001-6873	TAILGATE RAISE CYLINDER UNIT 321 HEIL	hydraulic system	\$828.62	ea
Landfill Shop	001-6928	Cylinder-Packer / Ejector - HEIL	Miscellaneous	\$6,948.44	ea
Landfill Shop	001-6874	Grabber Cylinder - HEIL	Miscellaneous	\$949.33	ea
Landfill Shop	001-7089	IN / OUT CYLINDER WITH POSITION SENSOR HEIL UNIT 1502 UNIT 322 UNIT 321	Miscellaneous	\$6,525.08	ea
Landfill Shop	001-7147	HEIL LIFT CYLINDER W/SENSOR UNIT 321	hydraulic system	\$2,103.45	ea
Landfill Shop	001-7273	PACKER/EJECTOR TELESCOPIC CYLINDER 23YD HEIL	Miscellaneous	\$8,325.70	ea
Landfill Shop	003-4388	TAIL GATE LOCK BEARING HEIL HEIL	Miscellaneous	\$22.40	ea
Landfill Shop	003-4432	HEIL 2" SPHERICAL BEARING	hydraulic system	\$38.96	ea
Landfill Shop	003-4449	HEIL 4" CAM FOLLOWER	Miscellaneous	\$192.46	ea
Landfill Shop	003-4450	HEIL 2" CAM FOLLOWER	Miscellaneous	\$53.10	ea
Landfill Shop	014-1537	RUBBER PAD REARLOADER HEIL	Miscellaneous	\$38.00	ea
Landfill Shop	015-3045	HEIL SPACER	Miscellaneous	\$36.69	ea
Landfill Shop	015-3463	SPACER, LIFT ARM PIVOT PIN UNIT 321 HEIL	Miscellaneous	\$60.00	ea
Landfill Shop	019-1390	HEIL Spring-Outer 300 Gal - HEIL #1 in the Illustration	Miscellaneous	\$51.03	ea
Landfill Shop	019-1392	Grip Spring - HEIL #2 in the Illustration	Miscellaneous	\$52.28	ea
Landfill Shop	019-1404	HEIL SPRING, 7", GRABBER, HUGGER EXTENSION	Miscellaneous	\$14.64	ea
Landfill Shop	021-4464-002	RUBBER BELTING FOLLOWER FLAP HEIL	Miscellaneous	\$77.20	ea
Landfill Shop	021-4464-003	RUBBER BELTING FOLLOWER FLAP HEIL	Miscellaneous	\$35.75	ea
Landfill Shop	022-3118	TAILGATE SEAL HEIL	Miscellaneous	\$155.12	ea
Landfill Shop	026-2908-050	SNAP RING FOR 003-4388 T/G LOCK BEARING HEIL	Miscellaneous	\$2.07	ea
Landfill Shop	031-3285-015	DUMP HANDLE ASSEMBLY UNIT 323 REAR LOADER HEIL	Miscellaneous	\$45.54	ea
Landfill Shop	031-5724-012	AIR SOLENOID VALVE, 3 WAY 12V HEIL	air system	\$175.00	ea
Landfill Shop	031-6395-044	HEIL SOLENOID	Miscellaneous	\$243.63	ea
Landfill Shop	031-6579-002	HEIL - POPPET VALVE, BI-DIRECTIONAL, NORMALLY CLOSED (POSITIONS SV1 & SV3 on MANIFOLD, PUMP, CONTROL 031-6579) GS068100N UNIT 321	hydraulic system	\$616.61	ea
Landfill Shop	031-6579-003	HEIL - POPPET VALVE, BI-DIRECTIONAL, NORMALLY OPEN (POSITIONS SV2 & SV4 on MANIFOLD, PUMP, CONTROL 031-6579) GS068600N UNIT 321	hydraulic system	\$689.94	ea
Landfill Shop	031-6579-004	HEIL - COIL, (For Poppet Valves 031-6579-002 & 031-6579-003)	hydraulic system	\$683.90	ea
Landfill Shop	031-6622	HEIL HYDRAULIC MANIFOLD #7 ON PARTS ILLUSTRATION	hydraulic system	\$419.62	ea
Landfill Shop	032-1548	YOKE HEIL OF TEXAS	Miscellaneous	\$265.00	ea
Landfill Shop	036-1597-010	1.75 TUBE STAUFF SP6445PPDPA - #3 ON ILLUSTRATION HEIL	hydraulic system	\$15.67	ea
Landfill Shop	036-1904-200	CLAMP ASSEMBLY 1/2" TUBE DUAL #9 ON THE ILLUSTRATION HEIL	Miscellaneous	\$21.20	set
Landfill Shop	036-1904-400	CLAMP ASSY 1/2" 4 TUBES STACKED - #10 ON ILLUSTRATION HEIL	hydraulic system	\$54.64	ea
Landfill Shop	043-0933	CHAIN, CABLE CARRIER HEIL 11/24/2025	Miscellaneous	\$325.00	ea
Landfill Shop	047-0797	7" CHAIN ON GRIPPER HEIL	Miscellaneous	\$14.00	ft
Landfill Shop	047-2306	HEIL / BOLT - 1"-8 x 8" #5 ON THE ILLUSTRATION UNITS 321 & 322 & NEW HEILS	Miscellaneous	\$31.66	ea
Landfill Shop	047-2314-002	HEIL / BOLT FOR GRIP ARM 1/2" X 6.38 UNITS 321 & 322	Miscellaneous	\$15.00	ea
Landfill Shop	048-5856	PIN, RR ARM PIVOT HEIL	Miscellaneous	\$250.00	ea
Landfill Shop	048-6037	CYLINDER MOUNTING PIN LATCH MECHANISM HEIL OF TEXAS	Miscellaneous	\$155.00	ea
Landfill Shop	048-6272	FOLLOWER HINGE PIN HEIL	Miscellaneous	\$40.29	ea
Landfill Shop	053-1908	TAILGATE LATCH ASSEMBLY HEIL	Miscellaneous	\$140.36	ea
Landfill Shop	053-2008	LH Hook - HEIL	Miscellaneous	\$45.39	ea
Landfill Shop	053-2009	RH Spring Hook - HEIL	Miscellaneous	\$45.39	ea
Landfill Shop	053-2411-SER	HOOK ASSEMBLY LOADER LATCH HEIL OF TEXAS	Miscellaneous	\$225.00	ea
Landfill Shop	053-2421-SER	LATCH ARM ASSEMBLY UNIT 05940 HEIL 12/22/2025	Miscellaneous	\$332.14	ea
Landfill Shop	055-1463	HEIL FENDER WASHER	Miscellaneous	\$10.50	ea
Landfill Shop	055-1464	HEIL FELT WASHER	Miscellaneous	\$3.91	ea
Landfill Shop	057-2232-200	2 1/2" SUCTION HOSE HEIL UNIT 322	hydraulic system	\$20.00	ft
Landfill Shop	062-0805	HEIL 4" Roller Grabber Assy	Miscellaneous	\$56.00	ea
Landfill Shop	063-0108	HEIL 18 MM SOURCING PROX SENSOR	Electrical	\$80.04	ea
Landfill Shop	063-0109	30 mm Sourcing Switch - HEIL	Miscellaneous	\$77.70	ea
Landfill Shop	063-0116-001	PRESSURE SWITCH WITH DEUTSCH CONNECTORS HEIL 10/27/2025	Electrical	\$275.00	ea
Landfill Shop	063-0122	HEIL SWITCH, 18MM PROXIMITY SENSOR, DEUTSCH	Electrical	\$80.04	ea
Landfill Shop	063-0123	HEIL SWITCH, 18MM PROXIMITY SENSOR, DEUTSCH	Electrical	\$150.00	ea
Landfill Shop	067-0630	THERMOMETER SIGHT GAUGE HEIL	hydraulic system	\$150.00	ea
Landfill Shop	071-0838	Grip Belt Assy - HEIL	Miscellaneous	\$80.00	ea

Landfill Shop	075-0953	HEIL RETURN FILTER	Filters	\$135.00	ea
Landfill Shop	080-1646	STOP RUBBER HEIL OF TEXAS	Miscellaneous	\$35.50	ea
Landfill Shop	080-1905-100	LARGE CUSHION KIT IN/OUT CYL HEIL OF TEXAS	hydraulic system	\$280.24	set
Landfill Shop	080-2021	HEIL ARM REST PAD BATTLE MOTORS TRUCKS HEIL 09/14/2026	Miscellaneous	\$120.00	ea
Landfill Shop	081211	SMALL CHAIN SHACKLE HEIL	Miscellaneous	\$2.85	ea
Landfill Shop	093-3039-SER	GRABBER, LH 90-400 HEIL	Miscellaneous	\$1,102.95	ea
Landfill Shop	093-3227-SER	HEIL GRABBER DRIVE GEAR ASSY	Miscellaneous	\$765.36	ea
Landfill Shop	093-3228-SER	HEIL IDLE GEAR WELDMENT	Miscellaneous	\$585.25	ea
Landfill Shop	093-3401-SER	GRABBER BEAM HEIL	Miscellaneous	\$10,602.67	ea
Landfill Shop	094-2769	HEIL UPPER RUBBER FLAP FOR PACKER UNIT 321	hydraulic system	\$239.20	ea
Landfill Shop	094-2965	RUBBER FLAP SIDE FOLLOWER PANEL HEIL	Miscellaneous	\$123.90	ea
Landfill Shop	095-2965 INVALID PART NUMBER	HEIL RUBBER SIDE FLAP FOR PACKER UNIT 321	hydraulic system	\$173.83	ea
Landfill Shop	104X/BM 211-0162	HEATED CONVEX MIRROR WITH OFFSET MOUNTING UNIT 306 HEIL	lighting	\$315.56	ea
Landfill Shop	108-7631	SWITCH 2 POSITION RED HEIL	Electrical	\$192.01	ea
Landfill Shop	108-7632-003	CONTACT BLOCK HEIL	Electrical	\$12.44	ea
Landfill Shop	108-8503-003	MAC AIR VALVE HEIL	air system	\$155.00	ea
Landfill Shop	108-8626-003	SWITCH BANK 1 HEIL UNIT 321 & UNIT 322	Electrical	\$659.82	ea
Landfill Shop	108-8664	JOYSTICK HEIL UNIT 321 UNIT 322	Miscellaneous	\$1,267.09	ea
Landfill Shop	108-8731	HEIL 5 BUTTON JOYSTICK 12/11/2025	Miscellaneous	\$1,785.00	ea
Landfill Shop	108-8881	JOYSTICK 5 BUTTON UNIT 322 HEIL 12/22/2025	Miscellaneous	\$1,311.57	ea
Landfill Shop	112X/HOT 001-6873	HEIL HRM TAILGATE CYLINDER	hydraulic system	\$640.63	ea
Landfill Shop	112X/HOT 108-8626-003	HEIL SWITCH BANK UNIT 322	Electrical	\$800.75	ea
Landfill Shop	115-1493-001	AMBER MARKER LIGHT HEIL	lighting	\$28.00	ea
Landfill Shop	121-2595	LADDER ACCESS HP SIDE DOOR HEIL OF TEXAS 08/10/2026	Miscellaneous	\$1,170.90	ea
Landfill Shop	15479	1in X 8in USS PIVOT BOLT, NUT & WASHER (HEIL)	Miscellaneous	\$30.00	ea
Landfill Shop	177-3207	TUBE ROLLER HEIL UNITS	Miscellaneous	\$20.42	ea
Landfill Shop	219-2417	TANDEN PUMP HEIL	hydraulic system	\$8,500.00	ea
Landfill Shop	2438PHDW	WHITE MUDFLAP HEIL TRUCKS FLEETPRIDE	Miscellaneous	\$28.00	ea
Landfill Shop	2436PSW	WHITE MUD FLAP HEIL TRUCKS	Miscellaneous	\$22.00	ea
Landfill Shop	254-4897	HEIL CONTROLLER, IFM, 80 IO, 32 BIT	Electrical	\$4,160.01	ea
Landfill Shop	263-1145-002	320 inch PROXIMITY SWITCH CABLE HEIL	Electrical	\$115.69	ea
Landfill Shop	263-1145-003	70 inch PROXIMITY SENSOR CABLE UNIT 321 UNIT 322 HEIL	Miscellaneous	\$95.00	ea
Landfill Shop	263-1436-005	HARNES, LOADER, MIDDLE HEIL 11/24/2025	Miscellaneous	\$1,284.00	ea
Landfill Shop	263-1763	HEIL LIFT CYLINDER JUMPER HARNES	Miscellaneous	\$95.69	ea
Landfill Shop	263-1806-002	LIFT ARM HARNES OPF RAPID RAIL UNIT 322 HEIL OF TEXAS	Miscellaneous	\$790.91	ea
Landfill Shop	263-1806-003	HEIL HARNES	hydraulic system	\$1,250.00	ea
Landfill Shop	263-1806-004	HEIL LIFT HARNES	hydraulic system	\$896.94	ea
Landfill Shop	311-4578-004	GUSSET UNIT 323 HEIL REARLOADER	Miscellaneous	\$59.17	ea
Landfill Shop	354-1233	PACKER TUBE ASSEMBLY #31 IN ILLUSTRATION UNIT 1500 HEIL	hydraulic system	\$317.84	ea
Landfill Shop	354-2059	T/A, R/D VALVE PACKER RETRACT "CA" #33 SHOWN IN ILLUSTRATION UNIT 1500 HEIL OF TEXAS	hydraulic system	\$645.00	ea
Landfill Shop	354-2441-001	TUBE ASSEMBLY 1/2" JIC HEIL	Miscellaneous	\$40.38	ea
Landfill Shop	354-3241-003	TUBE 1/2" RELEASE ARM BACK #35 on ILLUSTRATION UNIT 1503 HEIL OF TEXAS	hydraulic system	\$81.45	ea
Landfill Shop	354-3826	TUBE 1/2" GRIP ARM TOP RR HEIL	Miscellaneous	\$365.25	ea
Landfill Shop	354-3828	TUBE, 1/2" DUMP ARM, TOP RR HEIL	hydraulic system	\$113.74	ea
Landfill Shop	354-3829	TUBE, 1/2" UNDUMP ARM, TOP RR HEIL	hydraulic system	\$167.18	ea
Landfill Shop	354-3830	TUBE, 1/2" ARM RAISE ARM TOP HEIL	hydraulic system	\$130.39	ea
Landfill Shop	354-3831	TUBE, 1/2" ARM LOWER ARM TOP HEIL	hydraulic system	\$114.80	ea
Landfill Shop	372-3873	OIL HEATER KIT HEIL HEIL OF TEXAS	Electrical	\$1,443.66	ea
Landfill Shop	372-6143	HEIL V2 RAPID RAU/PYTHON UNIVERSAL GEAR KIT KIT INCLUDES DRIVE AND IDLE GEARS (SEE IMAGE)	Miscellaneous	\$1,380.00	ea
Landfill Shop	372-8060-SER	LOADER ARM ASSEMBLY HEIL	Miscellaneous	\$7,326.51	ea
Landfill Shop	78143	LED WARNING LIGHT HEIL UNIT 321 & UNIT 322 FLEETPRIDE	lighting	\$101.99	ea
Landfill Shop	980856	1/2"-13 x 7" L9 (USS) Hex Head Cap Screw HEIL	Miscellaneous	\$9.00	ea
Landfill Shop		Heil front air relay valve	air system	\$48.24	ea
Landfill Shop		O RING fits HEIL PUMP FITTING	hydraulic system	\$0.75	ea
Landfill Shop	AS568-916	10" CAMERA EXTENSION CABLE HEIL	Electrical	\$32.74	ea
Landfill Shop	AWT010TT	25" CAMERA EXTENSION CABLE HEIL	Electrical	\$40.50	ea
Landfill Shop	AWT025TT	42" CAMERA EXTENSION CABLE HEIL	Electrical	\$65.48	ea
Landfill Shop	AWT042TT	65" CAMERA EXTENSION CABLE HEIL	Electrical	\$81.34	ea
Landfill Shop	AWT065TT	3RD EYE CAMERA FOR HEIL TRUCKS	Electrical	\$276.41	ea
Landfill Shop	AWT2020T				

Landfill Shop	FS231100	HEIL / NC CENTER LOCKNUT	Miscellaneous	\$5.00	ea
Landfill Shop	FS301000	JAM NUT HEIL OF TEXAS	Miscellaneous	\$12.85	ea
Landfill Shop	GRIP ARM SHAFT	HEIL GRIP ARM SHAFT	Miscellaneous	\$230.00	ea
Landfill Shop	HEIL JOYSTICK	HEIL JOYSTICK	Miscellaneous	\$1,200.00	ea
Landfill Shop	QC3-FFFF-028 HEIL	HOSE ASSEMBLY 1/2" X 28" HEIL	hydraulic system	\$31.58	ea
Landfill Shop	QC3-FFFF-028	HOSE 1/2" X 28" LONG HEIL	hydraulic system	\$31.58	ea
Landfill Shop	QC-FFFF-028	HEIL HOSE 1/2" X 28" LONG	hydraulic system	\$31.58	ea
				\$86,765.88	

CURBTENDER PARTS

Part Location	Part	Description	Category	Unit Cost	Measurement Unit
Landfill Shop	00-11407-02-WB	CURBTENDER GRIP ARM PADS SHORT EQUIPMENT	Curbtender	\$29.62	ea
Landfill Shop	00-11936-02-OB	CURBTENDER GRIPPER ARM SPRING	Curbtender	\$225.00	ea
Landfill Shop	00-13891-00-OA	CURBTENDER DUMP PIN	Curbtender	\$180.94	ea
Landfill Shop	00-16321-02-OA	CURBTENDER FLAP, HOPPER EXTENSION UNIT 315 SHORT EQUIPMENT	Curbtender	\$128.24	ea
Landfill Shop	00-24083-04-AB	CURBTENDER GRIP ARM UNIT 305	Curbtender	\$200.00	ea
Landfill Shop	00-24618-02-OA	CURBTENDER AXLE, WHEEL TRAVELING COVER	Curbtender	\$37.82	ea
Landfill Shop	00-24618-04-OA	CURBTENDER AXLE, SNAP ON ROLLER UNIT 315 SHORT EQUIPMENT	Curbtender	\$59.38	ea
Landfill Shop	00-24904-00-WA	CURBTENDER FLAP, HOPPER COVER UNIT 324, UNIT 315 SHORT EQUIPMENT	Curbtender	\$181.27	ea
Landfill Shop	00-25272-00-OA	CURBTENDER PROX ACTUATOR	Curbtender	\$40.50	ea
Landfill Shop	00-25332-00-WA	CURBTENDER HINGE RUBBER TRAVEL COVER	Curbtender	\$90.16	ea
Landfill Shop	00-26567-01-OA	CURBTENDER TRAVEL COVER PIN UNIT 305, UNIT 314 SHORT EQUIPMENT	Curbtender	\$66.24	ea
Landfill Shop	00-27141-30-AA	CURBTENDER VALVE BLOCK ASSEMBLY SHORT EQUIPMENT	Curbtender	\$896.50	ea
Landfill Shop	00-27141-38-AA	CURBTENDER VALVE ASSEMBLY FLOW	Curbtender	\$819.75	ea
Landfill Shop	00-27141-39-AA	CURBTENDER PUMP VALVE, ARM	Curbtender	\$865.71	ea
Landfill Shop	00-28684-00-OA	CURBTENDER PIN PACK	Curbtender	\$108.92	ea
Landfill Shop	00-29928-04-AB	CURBTENDER SLIDE BLOCK LOW PROFILE	Curbtender	\$127.92	ea
Landfill Shop	00-29928-05-AB	CURBTENDER SHOE WELD, LONG FRONT GUIDE SLIDE BLOCK	Curbtender	\$155.94	ea
Landfill Shop	00-29967-11-OA	CURBTENDER PURPLE SLIDE BLOCK (WEAR PLATE) - BOTTOM	Curbtender	\$43.65	ea
Landfill Shop	00-29967-13-OA	CURBTENDER THIN PURPLE SLIDE BLOCK (WEAR PLATE)- SIDE - superseded by 00-29967-11-OA SHORT EQUIPMENT	Curbtender	\$57.87	ea
Landfill Shop	00-30408-00-WA	CURBTENDER Traveling Cover Guide Wheel SHORT EQUIPMENT	Curbtender	\$9.46	ea
Landfill Shop	00-30408-02-OA	CURBTENDER ROLLER, SNAP ON GUIDE UNIT 315	Curbtender	\$20.28	ea
Landfill Shop	00-30899-00-OA	CURBTENDER SHIM SLIDE BLOCKS	Curbtender	\$5.58	ea
Landfill Shop	00-30899-01-OA	CURBTENDER SHIM SLIDE BLOCKS	Curbtender	\$26.68	ea
Landfill Shop	00-32145-13-AD	CURBTENDER G4 EPC SPHERICAL LOWER ARM WELDMENT	Curbtender	\$8,577.56	ea
Landfill Shop	00-32156-13-AB	CURBTENDER PIVOT WELD, FRONT GRIPPER SHORT EQUIPMENT	Curbtender	\$1,788.82	ea
Landfill Shop	00-32157-03-AB	CURBTENDER PIVOT WELD, REAR GRIPPER SHORT EQUIPMENT	Curbtender	\$1,609.77	ea
Landfill Shop	00-32279-01-OB	CURBTENDER, HARNESS, PACKER BODY, CTID	Curbtender	\$1,150.00	ea
Landfill Shop	00-32524-05-AB	CURBTENDER PROXIMITY SWITCH CABLE HARNESS	Curbtender	\$346.85	ea
Landfill Shop	00-32678-00-AA	CURBTENDER GRIP ARM TIP	Curbtender	\$150.00	ea
Landfill Shop	00-33069-00-AB	CURBTENDER HYDRAULIC TUBE ASSEMBLY, FRONT PUMP SHORT EQUIPMENT	Curbtender	\$347.45	ea
Landfill Shop	00-33707-00-AA	CURBTENDER HOOK ASSEMBLY, ARM LOCK	Curbtender	\$150.00	ea
Landfill Shop	00-34647-02-AB	CURBTENDER ARM SUPPORT ASSEMBLY UNIT 305	Curbtender	\$1,247.65	ea
Landfill Shop	00-34670-22-AB	CURBTENDER PACK CYLINDER UNIT 324	Curbtender	\$5,144.46	ea
Landfill Shop	00-36894-00-OB	CURBTENDER COVER, HOPPER UNIT 315 SHORT EQUIPMENT	Curbtender	\$209.77	ea
Landfill Shop	00-37204-00-AA	CURBTENDER TAILGATE PIN ASSEMBLY UNIT 310	Curbtender	\$106.95	ea
Landfill Shop	00-37825-02-AB	CURBTENDER TAILGATE LIFT CYLINDER	Curbtender	\$940.00	ea
Landfill Shop	00-39143-00-OA	CURBTENDER TARGET DUMP SENSOR (HALF-MOON SENSOR BAR) SHORT EQUIPMENT	Curbtender	\$63.98	ea
Landfill Shop	00-39324-01-OA	CURBTENDER GUIDE, SENSOR CT	Curbtender	\$23.40	ea
Landfill Shop	00-39324-02-OA	CURBTENDER GUIDE, SENSOR CT	Curbtender	\$14.96	ea
Landfill Shop	00-39472-00-OA	CURBTENDER SLIDE BLOCK SHIM	Curbtender	\$10.20	ea
Landfill Shop	00-60353-01-AB	CURBTENDER VALVE BODY HARNESS SHORT EQUIPMENT	Curbtender	\$186.46	ea
Landfill Shop	00-60511-00-OA	CURBTENDER SLIDE BLOCK RETAINER	Curbtender	\$12.97	ea
Landfill Shop	00-60845-00-AA	CURBTENDER TUBE, ASSEMBLY TG CYL, CT	Curbtender	\$93.76	ea

Landfill Shop	00-61279-120-AA	CURBTENDER GREASE LINE ASSY	Curbtender	\$89.27 ea
Landfill Shop	00-61649-00-AA	CURBTENDER HOSE CARRIER ASSEMBLY UNIT 314 SHORT EQUIPMENT	Curbtender	\$750.65 ea
Landfill Shop	00-61684-00-AB	CURBTENDER TUBE ASSEMBLY, PACK PRESSURE, CTID	Curbtender	\$191.98 ea
Landfill Shop	00-62894-01-AB	CURBTENDER DUMP CYLINDER SHORT EQUIPMENT	Curbtender	\$1,800.00 ea
Landfill Shop	00-62895-00-AB	CURBTENDER GRIP CYLINDER UNIT 301	Curbtender	\$1,275.53 ea
Landfill Shop	00-62895-01-AB	CURBTENDER GRIP CYLINDER UNIT 301	Curbtender	\$1,275.53 ea
Landfill Shop	00-63291-00-AA	CURBTENDER JOYSTICK S/N 296003 S/N 296018 SHORT EQUIPMENT	Curbtender	\$1,557.37 ea
Landfill Shop	00-64898-01-OA	CURBTENDER VALVE BODY COVER	Curbtender	\$185.59 ea
Landfill Shop	053-077-016	CURBTENDER PUMP	Curbtender	\$7,000.00 ea
Landfill Shop	105-017-001	CURBTENDER DUMP CYLINDER BUSHING	Curbtender	\$35.03 ea
Landfill Shop	107-032-024	CURBTENDER TENSION BUSHING SHORT EQUIPMENT	Curbtender	\$28.10 ea
Landfill Shop	110-026-000	CURBTENDER BEARING, ARM, CT & CM SHORT EQUIPMENT	Curbtender	\$95.37 ea
Landfill Shop	111-032-024	CURBTENDER BUSHING SELF-LUBE W/SEAL SHORT EQUIPMENT	Curbtender	\$147.43 ea
Landfill Shop	300AA00101A	CURBTENDER HYDRAULIC CYLINDER SENSOR/PACKER	Curbtender	\$285.00 ea
Landfill Shop	332-038-005	CURBTENDER LED WORK LIGHT UNIT 315 SHORT EQUIPMENT	Curbtender	\$129.08 ea
Landfill Shop	345-014-009	CURBTENDER Proximity Sensor / CurbTender Side Load SHORT EQUIPMENT 08/03/2026	Curbtender	\$126.62 ea
Landfill Shop	345-015-210	CURBTENDER DUMP SENSOR SHORT EQUIPMENT 08/03/2026	Curbtender	\$758.53 ea
Landfill Shop	345-022-001	CURBTENDER RED MUSHROOM E-STOP PUSH/PULL SWITCH	Curbtender	\$169.25 ea
Landfill Shop	345-063-010	CURBTENDER PRESSURE SENSOR/PACKER PANEL	Curbtender	\$285.00 ea
Landfill Shop	345-063-012	CURBTENDER PRESSURE SWITCH	Curbtender	\$320.18 ea
Landfill Shop	345-063-014	CURBTENDER HYDRAULIC TANK PRESSURE SWITCH	Curbtender	\$265.00 ea
Landfill Shop	346-018-004	CURBTENDER SWITCH ASSEMBLY, 4 CAN ROCKER	Curbtender	\$425.00 ea
Landfill Shop	346-020-001	CURBTENDER CR0020 MASTER CONTROLLER	Curbtender	\$1,250.00 ea
Landfill Shop	346-020-002	CURBTENDER MODULE RELAY MVEC SHORT EQUIPMENT 08/03/2026	Curbtender	\$996.08 ea
Landfill Shop	347-005-013	CURBTENDER CAMERA, HEATED RVS UNIT 315 SHORT EQUIPMENT	Curbtender	\$314.37 ea
Landfill Shop	347-005-033	CURBTENDER CABLE, EXTENSION 33 FT RVS UNIT 315 SHORT EQUIPMENT	Curbtender	\$58.61 ea
Landfill Shop	400-041-000	CURBTENDER GREASE FITTING SHORT EQUIPMENT	Curbtender	\$0.66 ea
Landfill Shop	414-010-028	CURBTENDER CAP SCREW/BUTTON SOCKET HEAD MIXER CENTER	Curbtender	\$3.00 ea
Landfill Shop	415-004-028	CURBTENDER BOLT, CLAMP USE WITH 432-003-019 CLAMP SET SHORT EQUIPMENT	Curbtender	\$1.07 ea
Landfill Shop	415-108-048	CURBTENDER PLASTIC SENSOR BOLT SHORT EQUIPMENT	Curbtender	\$7.08 ea
Landfill Shop	431-002-002	CURBTENDER TUBING CLAMP TOP PLATE	Curbtender	\$5.46 ea
Landfill Shop	431-002-025	CURBTENDER TUBING CLAMP	Curbtender	\$8.35 ea
Landfill Shop	432-003-002	CURBTENDER COVER PLATE CLAMP SHORT EQUIPMENT	Curbtender	\$2.71 ea
Landfill Shop	432-003-016	CURBTENDER CLAMP SET 16MM SHORT EQUIPMENT	Curbtender	\$0.50 ea
Landfill Shop	432-003-019	CURBTENDER CLAMP SET 19MM PAIRS SHORT EQUIPMENT	Curbtender	\$1.00 ea
Landfill Shop	440-016-000	CURBTENDER MACHINE BUSHING	Curbtender	\$0.50 ea
Landfill Shop	440-027-000	CURBTENDER 2IN ID MACHINERY BUSHING	Curbtender	\$0.65 ea
Landfill Shop	470-045-000	CURBTENDER EXT SNAP RING	Curbtender	\$2.75 ea
Landfill Shop	480-005-032	CURBTENDER ROLL PIN, 5/16" X 2" UNIT 315 SHORT EQUIPMENT	Curbtender	\$0.50 ea
Landfill Shop	485-004-002	CURBTENDER #4 FLAT WASHER USE WITH 432-003-019 CLAMP SET SHORT EQUIPMENT	Curbtender	\$0.50 ea
Landfill Shop	485-008-004	CURBTENDER LOCK WASHER SHORT EQUIPMENT	Curbtender	\$0.50 ea
Landfill Shop	485-010-001	CURBTENDER FLAT WASHER SLIDE BLOCK	Curbtender	\$0.50 ea
Landfill Shop	500-007-021	CURBTENDER Hydraulic Tank Gasket	Curbtender	\$54.20 ea
Landfill Shop	510-010-033	CURBTENDER IN-TANK FILTER ASSEMBLY UNIT 301	Curbtender	\$520.16 ea
Landfill Shop	510-011-035	CURBTENDER HYDRAULIC TANK FILTER SHORT EQUIPMENT	Curbtender	\$26.82 ea
Landfill Shop	538-018-010	CURBTENDER AIR CYLINDER FOR GRIP ARM LOCK	Curbtender	\$95.06 ea
Landfill Shop	538-020-200	CURBTENDER HOPPER COVER VALVE SHORT EQUIPMENT 08/03/2026	Curbtender	\$634.41 ea

Landfill Shop	545-009-006	CURBTENDER EXTEND / RETRACT CARTRIDGE HYDRAFORCE USE 4303612 COIL 549-008-009	Curbtender	\$166.05 ea
Landfill Shop	545-014-001	CURBTENDER CART, SOLENOID 2W2P NO SPOOL USE WITH 549-014-001 COIL	Curbtender	\$215.00 ea
Landfill Shop	545-027-043	CURBTENDER BODY 20 SIZE 2-WAY CT BLOCK SHORT EQUIPMENT	Curbtender	\$250.00 ea
Landfill Shop	545-123-018	CURBTENDER CARTRIDGE, BODY VALVE	Curbtender	\$119.68 ea
Landfill Shop	545-130-013	CURBTENDER VALVE, SOLENOID	Curbtender	\$309.65 ea
Landfill Shop	545-517-001	CURBTENDER ARM CONTROL COIL	Curbtender	\$173.09 ea
Landfill Shop	545-517-005	CURBTENDER LEVER KIT, ACTUATOR ASSEMBLY 12/23/2025 SHORT EQUIPMENT	Curbtender	\$227.49 ea
Landfill Shop	545-543-002	CURBTENDER AIR ACTUATOR	Curbtender	\$504.25 ea
Landfill Shop	545-610-904	CURBTENDER PACKER EXTEND/RETRACT CARTRIDGE - USE WITH 549-010-024 COIL	Curbtender	\$294.68 ea
Landfill Shop	545-610-907	CURBTENDER CARTRIDGE USE WITH COIL 549-010-024	Curbtender	\$545.44 ea
Landfill Shop	545-616-902	CURBTENDER SOLENOID VALVE CARTRIDGE	Curbtender	\$518.35 ea
Landfill Shop	545-620-901	CURBTENDER CARTRIDGE SOLENOID USE WITH COIL #549-610-901 UNIT 324	Curbtender	\$696.39 ea
Landfill Shop	546-002-021	CURBTENDER HYDRAULIC OIL COOLER FITTING KIT UNIT 310 BRUCKNERS - ALB	Curbtender	\$277.83 ea
Landfill Shop	549-008-009	CURBTENDER 4303612 COIL USE WITH CARTRIDGE 545-009-006	Curbtender	\$100.48 ea
Landfill Shop	549-010-009	CURBTENDER MANIFOLD COIL	Curbtender	\$75.24 ea
Landfill Shop	549-010-024	CURBTENDER COIL FOR EXTEND/RETRACT CARTRIDGE - USE WITH CARTRIDGE 545-610-904 and CARTRIDGE 545-610-907	Curbtender	\$150.00 ea
Landfill Shop	549-010-109	CURBTENDER VALVE BODY SOLENOID SHORT EQUIPMENT	Curbtender	\$250.00 ea
Landfill Shop	549-014-001	CURBTENDER COIL, S SERIES 12VDC SHORT EQUIPMENT	Curbtender	\$215.00 ea
Landfill Shop	549-610-901	CURBTENDER COIL, SOLENOID USE WITH CARTRIDGE #545-620-901 ADVANCE AUTO PARTS REF#605889	Curbtender	\$161.46 ea
Landfill Shop	600-022-000	CURBTENDER SPRING, COMPRESSION, CT SHORT EQUIPMENT	Curbtender	\$14.06 ea
Landfill Shop	620-020-001	CURBTENDER HOOK LATCH	Curbtender	\$26.60 ea
				\$53,024.13

ROBERTS

TRUCK CENTER

Prepared By

John Lightner

07/07/2026

Mobile: (206)565-6553

Email: john.lightner@robertstruck.com

2024 ISUZU NPR XD

Comment:

Vehicle Details

Year	2024
Make	ISUZU
Model	NPR XD
Body Style	C&C
VIN	JALC4W161R7K01500
Color	WHITE
Wheelbase	176
Odometer	1
Drive Line	4x2
GVWR	16000
Rear Tires	225/70R19.5
Rear Wheels	All Steel

Sleeper

Cab Configuration	Standard Cab
-------------------	--------------

Engine

Engine	ISUZU
HP	215
Engine Hours	1

Transmission

Transmission	6 Spd
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Axle Information

FA Weight	6830
RA Weight	11020
Ratio	4.77

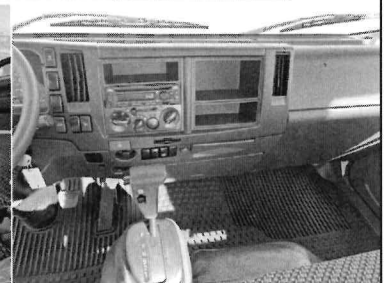
Suspension

Rear Suspension	Spring
-----------------	--------

Fuel Tank

Left Fuel Tank	30
Fuel Type	Diesel

Stock# 171714



\$49,950.00

DISCLAIMER: Photos, specifications, prices, and all other information are subject to change or correction without notice. Taxes, fees, and delivery expense are not included. See your salesperson for details.

Quote

ROLL-OFFS USA
P.O. BOX 727
DURANT, OKLAHOMA 74702-0727
(580) 924-6355

Order Number: 0058461
Order Date: 9/21/2026

Salesperson: HOUS
Customer Number: ROSWELL

Sold To:

CITY OF ROSWELL NM
PURCHASING DEPARTMENT
P.O. BOX 1838
ap@roswell-nm.gov
Roswell, NM 88202-1838

Confirm To:

PHILLIP 575-910-5039/624-6746

Ship To:

CITY OF ROSWELL NM
3006 W. BRASHER ROAD
ROSWELL, NM 88203

Customer P.O.	Ship VIA	F.O.B.	Terms				
	ROT		NET 30				
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount	
FSW6S	ONE	40.000	0.000	0.000	1,047.000	41,880.00	
6YD FL SWEDGE SLANT		Whse: 000					
SN: TBD							
Bill Option 1	Option 96	FARM TAN					
6YD SLANT FL							
COLOR: FARM TAN							
FSW8S	ONE	9.000	0.000	0.000	1,251.000	11,259.00	
8YD FL SWEDGE SLANT		Whse: 000					
SN: TBD							
Bill Option 1	Option 96	FARM TAN					
8YD SLANT FL							
COLOR: FARM TAN							
BUYBOARD CONTRACT PRICING							
BUYBOARD CONTRACT # 786-25							
FREIGHT - \$2840 A LOAD @ 4 LOADS							
**** QUOTE VALID FOR 14 DAYS ****							

Net Order:	53,139.00
Less Discount:	0.00
Freight:	11,360.00
Sales Tax:	0.00
Order Total:	64,499.00

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Finance Committee

12.

Meeting Date: 10/01/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider recommending approval to advertise for a public hearing for Ordinance 26-XX: An Ordinance authorizing the sale of Hangar 91, located at 99 Will Rogers Rd, consisting of a 21,544 square-foot hangar only, for \$250,000.00 upon the terms set forth in the Purchase and Sale Agreement and authorizing the City Manager and/or the Mayor to finalize an appropriate ground lease consistent with the material terms set forth below. (Thompson)

BACKGROUND:

Initiated by: Bobbi Thompson

The City of Roswell has determined that the subject property, Hangar 91, located at 99 Will Rogers Road at the Roswell Air Center (ROW), no longer serves a municipal purpose in accordance with Ordinance 24-03. The proposed transaction involves the sale of the hangar only, with no land included. The property was independently appraised at \$250,000.00. Attached is the appraisal report prepared by Airport Business Solutions. The proposed sale is intended to encourage private investment, continued occupancy, maintenance of the facility, and increased general aviation activity at ROW. The transaction will remain subject to a finalized ground lease and all terms and conditions contained in the Purchase and Sale Agreement. The Roswell Air Center has also received approval from the FAA for the building sale.

FINANCIAL CONSIDERATION

The City will receive \$250,000.00 from the sale of the hangar, minus the credit from the flooding of October 2024 (\$55,308.69). The purchaser will also assume responsibility for maintenance and operational obligations associated with the facility pursuant to the Purchase and Sale Agreement and ground lease terms. Tenant agrees to pay for the ground lease, Six Thousand Seven Hundred Thirty-Five dollars and zero cents (\$6,750.00), payable in 12 monthly installments of \$562.50.

LEGAL REVIEW:

Assistant City Attorney has reviewed the purchase-sale agreement and has updated the initial estimate of the credit from Nieto Custom Builders to the finalized FEMA credit of \$55,308.69.

BOARD AND COMMITTEE ACTION:

Legal Committee will be the first to consider this item.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Quote from Nieto Custom Builders
PSA Draft
Appraisal
Hangar 91 Predetermination letter
Hangar 91 Land Lease
Ordinance 26-XX
FEMA Report



Quote

325 Academy Dr.
Corrales, NM 87048
505-270-1346

Name / Address		
Roswell Air Center #1 Jerry Smith Cr. Roswell, NM 88203		
Date	Estimate No. #	P.O. No.
7/22/2025	20720	

Project Location
Project
Roswell Airport

Description	Qty	Cost	Total
Unit 91 Provide labor and materials to demo wood paneling, install 2224 SF of drywall/tape/texture, Primer\paint, color to be white. Install 278 LF of 3" base trim. Install approx 1125 SF of vinyl plant flooring. Mask Floor windows and doors. Spray foam approx. 2232 SF at 4" and shave flush with studs.		45,500.00	45,500.00T
NMSPA:30-00000-23-00070	Subtotal \$45,500.00		
Quote is good for 30 days. Contracts after thiis time period are subject to updated pricing based on current costs. NM Contractor Lic # 355960	Sales Tax (8.2708%) \$3,763.21		
	Total \$49,263.21		

PURCHASE AND SALE AGREEMENT (HANGAR 91– NO LAND)

This Purchase and Sale Agreement (this “Agreement”) is entered into as of the Effective Date, by and between CITY OF ROSWELL, a municipal corporation (“Seller”), and Hanger 91, LLC, a New Mexico Limited Liability Company (“Buyer”). Seller and Buyer are sometimes referred to individually as a “Party” and collectively as the “Parties”.

1. Definitions

1.1 Hangar. “Hangar” means the existing aircraft hangar and related improvements consisting of approximately 21,544 square feet located at 99 Will Rogers Road (commonly referred to as Hangar 91) at the Roswell Air Center (ROW) in Roswell, New Mexico, together with all fixtures, building systems, mechanical, electrical, plumbing, doors, lighting, and other permanently installed components of the structure, but expressly excluding the Land and any property of Seller excluded under Section 2.3.

1.2 Land. “Land” means the underlying real property, including real property burdened by permanent rights-of-way for public roads, drainage, or utilities and any interest therein on which the Hangar is situated at the Roswell Air Center (ROW) in Roswell, New Mexico, which is expressly excluded from this Agreement.

1.3 Permitted Encumbrances. “Permitted Encumbrances” means (a) matters of record affecting only the Land and not the Hangar as personal property or removable improvements; (b) applicable building codes and zoning ordinances; and (c) [other agreed items, if any].

1.4 Closing. “Closing” means the consummation of the transactions contemplated by this Agreement as provided in Section 7 on the Closing Date.

1.5 Closing Date. “Closing Date” means [a date prior to June 1, 2026], or such other date as the Parties may mutually agree in writing.

1.6 Purchase Price. “Purchase Price” means the consideration set forth in Section 3.1.

1.7 ROW Authority. “ROW Authority” means the applicable municipal or airport authority controlling the Roswell Air Center, including any landlord under a ground lease relating to the Land.

2. Purchase and Sale; Exclusions

2.1 Agreement to Sell and Purchase. Subject to the terms and conditions of this Agreement, Seller agrees to sell, assign, transfer, convey, and deliver to Buyer, and Buyer agrees to purchase from Seller, all of Seller’s right, title, and interest in and to the Hangar as improvements separate and apart from the Land.

2.2 No Conveyance of Land. The Parties acknowledge and agree that the Land is not being sold, assigned, transferred, conveyed, or otherwise affected by this Agreement. Title to the Land shall remain with its record owner. Buyer shall acquire no fee, leasehold, easement, or other real property interest in or to the Land by virtue of this Agreement, except as may be set forth in any separate agreement with the ROW Authority including a Ground Agreement, attached as Exhibit “B”, which shall be signed either before or contemporaneously with this Agreement that shall also include easements to ROW Authority runways, and as set forth in the City of Roswell City Ordinance [26-XX] dated _____, 2026, attached as Exhibit “B” which describes the Agreement is to include “any land lying in the

bed of any street, road, alley or way, whether opened to, in front of or adjacent to the [Hangar], and together with all appurtenances, improvements, easement and hereditaments thereunto belonging."

3. Purchase Price; Deposit; Payment

3.1 Purchase Price. The Purchase Price for the Hangar shall be the appraisal price of \$250,000.00 (USD).

3.2 Deposit. No deposit shall be required.

3.3 Payment. At Closing, Buyer shall pay the full Purchase Price (less \$49,263.21, a credit for unrepaired damage from the October 2024 flooding) by wire transfer of immediately available funds to an account designated by Seller no later than [two] Business Days prior to the Closing Date.

4. Due Diligence; Access

4.1 Inspection Period. Buyer shall have a period of [7] days after the Effective Date (the Inspection Period) to conduct due diligence regarding the Hangar, including structural, mechanical, environmental, and code-compliance inspections, at Buyer's sole cost and risk.

4.2 Access. Upon reasonable prior notice, Seller shall provide Buyer and its consultants reasonable access to the Hangar during normal business hours, subject to ROW Authority rules and safety/security requirements. Buyer shall not interfere unreasonably with operations, shall repair any damage it causes, and shall maintain customary insurance naming Seller and, if required, the ROW Authority as additional insureds.

4.3 Termination Right. Buyer may terminate this Agreement by written notice to Seller at any time prior to expiration of the Inspection Period in Buyer's sole discretion, whereupon the Parties shall have no further obligations except those that expressly survive termination.

5. Title to Improvements; Condition

5.1 Title; Deed. At Closing, Seller shall convey to Buyer good and marketable title to the Hangar as improvements separate from the Land, free and clear of all liens, claims, and encumbrances created by, through, or under Seller, other than Permitted Encumbrances, by executing and delivering an As-Is Warranty Deed.

5.2 Condition; As-Is. Except as expressly set forth in this Agreement or in any certificate delivered at Closing, Buyer acknowledges and agrees that it is purchasing the Hangar "AS- IS, WHERE IS, WITH ALL FAULTS," with no representations or warranties, express or implied, as to condition, merchantability, fitness for a particular purpose, compliance with law, or otherwise, but all subject to Section 5.4, and that Buyer has had or will have an opportunity to conduct its own inspections and investigations.

5.3 Risk of Loss. Risk of loss or damage to the Hangar shall remain with Seller until Closing and shall pass to Buyer at Closing. If there is material damage or destruction prior to Closing, Buyer may elect either (a) to terminate this Agreement; or (b) to proceed to Closing, in which case Seller shall assign to Buyer all applicable insurance proceeds and pay the deductible amount to Buyer at Closing.

5.4 Quiet Enjoyment, Latent Improvements, No Condemnation Proceedings, No Code Violations, No Rehabilitation or Abatement Required. Seller, upon delivery of the building, shall ensure that Buyer will have quiet enjoyment of the Hangar, and further that the Hangar will not be subject to condemnation proceedings nor assessed for Code Violations, nor

required to rehabilitate any part of the Hangar nor abate any prior existing environmental conditions, nor be required by the Seller to install a fire suppression system unless or until the Hangar has been improved by Buyer for over 50% more of the appraisal value and purchase price of the Hangar.

6. Representations and Warranties

6.1 Seller Representations. Seller represents and warrants to Buyer as of the Effective Date and as of Closing that:

- (a) Organization; Authority. Seller is duly organized, validly existing, and in good standing under the laws of its jurisdiction and has full power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby.
- (b) Enforceability. This Agreement constitutes Seller's legal, valid, and binding obligation, enforceable against Seller in accordance with its terms.
- (c) Title. Seller owns the Hangar free and clear of all liens and security interests created by, through, or under Seller, other than Permitted Encumbrances.
- (d) No Conflicts. The execution, delivery, and performance of this Agreement by Seller do not violate Seller's governing documents or any agreement to which Seller is a party that would apply to the Hangar.
- (e) Litigation. Seller has received no written notice of any pending litigation or claims specifically relating to Seller's ownership of the Hangar that would prevent consummation of the transaction.
- (f) Compliance Notices. Seller has received no written notice from any governmental authority alleging material violations relating specifically to the Hangar that remain uncured as of Closing.

6.2 Buyer Representations. Buyer represents and warrants to Seller as of the Effective Date and as of Closing that:

- (a) Organization; Authority. Buyer is duly organized, validly existing, and in good standing under the laws of its jurisdiction and has full power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby.
- (b) Enforceability. This Agreement constitutes Buyer's legal, valid, and binding obligation, enforceable against Buyer in accordance with its terms.
- (c) No Conflicts. The execution, delivery, and performance of this Agreement by Buyer does not violate Buyer's governing documents or any agreement to which Buyer is a party that would apply to the Hangar.
- (d) Financial Capacity. Buyer has, or at Closing will have, sufficient funds to pay the Purchase Price and perform its obligations hereunder without contingencies other than those expressly set forth herein.

6.3 Survival; Limitations. The representations and warranties in Sections 6.1 and 6.2 shall survive Closing for a period of [twelve (12)] months. No claim for breach of a representation or warranty may be brought after expiration of the survival period, except for claims asserted in writing before expiration.

7. Closing; Deliveries

7.1 Closing. The Closing shall occur on the Closing Date by exchange of documents and funds, or at such other place and manner as the Parties agree in writing.

7.2 Seller Deliveries. At Closing, Seller shall deliver:

- (a) The executed Deed.
- (b) Possession of the Hangar, subject to Section 8 and any ROW Authority requirements.

7.3 Buyer Deliveries. At Closing, Buyer shall deliver:

- (c) The Purchase Price, less the agreed upon credits as described in Section 3.3, by wire transfer.
- (d) Evidence of authority and good standing reasonably satisfactory to Seller.
- (e) The executed counterpart of any required ROW Authority consents or agreements as set forth in Section 8.

8. ROW Authority; Ground Rights

8.1 No Land Interest; Separate Ground Agreement. Buyer acknowledges that ownership and use of the Hangar after Closing may require a ground lease, license, or other agreement with the ROW Authority or applicable landlord. Buyer's obligation to close is conditioned upon Buyer having entered into, on or before the Closing Date, a ground lease, license, or other occupancy agreement in form and substance satisfactory to Buyer in its sole discretion (the "Ground Agreement", attached as Exhibit "B").

8.2 Required Consents. If any consent of the ROW Authority or other third party is required to transfer ownership of the Hangar or to permit removal or continued occupancy, obtaining such consent shall be a condition precedent to Closing. Each Party shall reasonably cooperate to obtain required consents.

9. Conditions to Closing

9.1 Buyer's Conditions. Buyer's obligations are conditioned upon:

- (a) Accuracy of Seller's representations and warranties as of Closing in all material respects.
- (b) Seller's performance in all material respects of its covenants and obligations.
- (c) Delivery of the Seller Closing Deliveries in Section 7.2.
- (d) Buyer's receipt of all required consents under Section 8.2.
- (e) Buyer's entry into the Ground Agreement under Section 8.1.
- (f) Buyer's satisfaction with due diligence within the Inspection Period or Buyer's waiver thereof.

9.2 Seller's Conditions. Seller's obligations are conditioned upon:

- (a) Accuracy of Buyer's representations and warranties as of Closing in all material respects.
- (b) Buyer's performance in all material respects of its covenants and obligations.
- (c) Delivery of the Buyer Closing Deliveries in Section 7.3.

10. Covenants

10.1 Operation and Maintenance. From the Effective Date until Closing, Seller shall operate, maintain, and repair the Hangar in substantially the same manner as prior to the Effective Date, reasonable wear and tear excepted, and shall not remove any fixtures or equipment that are part of the Hangar except as permitted under Section 2.3 or with Buyer's consent.

10.2 No Transfers. From the Effective Date until Closing, Seller shall not sell, assign, or encumber the Hangar, other than Permitted Encumbrances, without Buyer's prior written consent.

10.3 Insurance. Until Closing, Seller shall maintain property insurance on the Hangar in commercially reasonable amounts, which may be under a blanket policy.

11. Environmental

11.1 Seller shall be responsible during the term of this Agreement for all environmental conditions, existing up to the date of close, particularly those that might create a liability. Any environmental conditions, reasonably attributable to Buyer, that develop or are created after closing, that might result in a liability, shall be the sole responsibility of the Buyer from the date of Closing onward. The environmental responsibility of either party relating to the conditions that developed during that party's ownership shall continue throughout the term of the Ground lease.

12. Land Lease

12.1 The Seller warrants that Buyer shall be entitled to, but limited to FAA regulations and the FAA Indenture that provides for ROW airport, to a land lease of 27,000 square feet under the Hangar at the general aviation land rate of \$0.25 per foot, per year, or at *fair market value* of land leasing at Roswell Air Center whichever is lower, with the potential for adjustments after every 5 (five) year period. The Agreement shall be for an initial term of thirty (30) years, and have the option for two five (5) year extension periods, as well as the option of the Parties to further extend after these initial two (2) extensions. Should Buyer fail to pay it lease for 5 years consecutively, the Hangar shall automatically revert to the Seller. This is the Ground Agreement attached as Exhibit "B".

13. Costs; Taxes

13.1 Transaction Costs. Except as otherwise provided, each Party shall bear its own legal, consulting, and due diligence costs.

13.2 Transfer Taxes. Any sales, use, or similar transfer taxes arising from the transfer of the Hangar as personal property or removable improvements shall be borne by Buyer as required by law, and the Parties shall cooperate in filings and exemptions.

13.3 Recording; Fees. If any filings are required in connection with the transfer of the Hangar as improvements, the Buyer shall be responsible for such.

14. Default; Remedies

14.1 Buyer Default. If Buyer fails to close in breach of this Agreement after satisfaction or waiver of Buyer's conditions, Seller's sole and exclusive remedy shall be to terminate this Agreement and waive all damages.

14.2 Seller Default. If Seller fails to close in breach of this Agreement after satisfaction or waiver of Seller's conditions, Buyer's sole and exclusive remedy shall be to terminate this Agreement.

15. Indemnification

15.1 Seller Indemnity. Seller shall indemnify, defend, and hold harmless Buyer from and against losses arising from (a) liens or claims against the Hangar created by, through, or under Seller prior to Closing, and (b) Seller's breach of this Agreement.

15.2 Buyer Indemnity. Buyer shall indemnify, defend, and hold harmless Seller from and against losses arising from (a) Buyer's access activities during due diligence, and (b) Buyer's breach of this Agreement.

15.3 Survival. The obligations in this Section 13 shall survive Closing or termination for [twelve (12)] months, except for claims timely noticed within such period.

16. Notices

All notices shall be in writing and delivered by personal delivery, recognized overnight courier, or email with confirmation, to the following addresses (or such other addresses as a Party may designate by notice):

Seller: City of Roswell, 425 N. Richardson, Roswell, NM 88201, P.O. Box 1838, Roswell, NM 88202, h.yntema@roswell-nm.gov

Buyer: Hanger 91, LLC, P.O. Box 579, Dexter, NM 88230, office@jjmfarms.com, gizmo.aviation@gmail.com, jon@hitchcocknm.com

17. Miscellaneous

17.1 Entire Agreement. This Agreement, together with the exhibits, constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings.

17.2 Amendments; Waivers. No amendment or waiver shall be effective unless in writing signed by the Party against whom enforcement is sought.

17.3 Assignment. Buyer may not assign this Agreement without Seller's prior written consent, except to an affiliate controlled by or under common control with Buyer, provided Buyer remains liable. Any prohibited assignment is void.

17.4 Successors and Assigns. This Agreement binds and benefits the Parties and their permitted successors and assigns.

17.5 Governing Law; Venue. This Agreement shall be governed by the laws of the State of New Mexico, without regard to conflicts of laws principles. Any action arising out of or relating to this Agreement shall be brought in state court located in [Chaves County, New Mexico], and the Parties consent to jurisdiction and venue therein.

17.6 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and delivered electronically, each of which is deemed an original and all of which together constitute one agreement.

17.7 Severability. If any provision is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17.8 Further Assurances. Each Party shall execute and deliver such further documents and take such further actions as reasonably necessary to effectuate the purposes of this Agreement.

17.9 Confidentiality. The Parties shall keep the terms of this Agreement confidential, except as required by law, by the ROW Authority, or to their respective advisors, lenders, and affiliates subject to confidentiality obligations. If Seller or Buyer is subject to public records or similar laws, disclosure shall be limited to what is legally required.

17.10 Time of Essence; Business Days. Time is of the essence. Business Day means any day other than a Saturday, Sunday, or legal holiday on which banks are open in New Mexico.

17.11 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

17.12 No Merger. The provisions that are expressly stated to survive Closing shall not merge into the Closing documents.

18. Exhibits. The following exhibits are attached and incorporated:

Exhibit A – City Ordinance 26-XX, dated [_____]

Exhibit B – Ground Agreement, dated [_____]

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.
Seller: City of Roswell, a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

Buyer: Hanger 91, LLC a New Mexico corporation

By: _____

Name: Jerry Whitaker

Title: General Manager

Date: _____

APPRAISAL OF MARKET VALUE

**Existing 21,544 Square Foot Hangar
99 Will Rogers Road
Roswell Air Center (ROW)
Roswell, New Mexico**



Prepared for:

Ms. Bobbi Thompson, C.A.E.
Airport Director
City of Roswell/Roswell Air Center
1 Jerry Smith Circle
Roswell, New Mexico 88203

Date of Report: October 29, 2025
Date of Analysis: August 25, 2025



Airport Business Solutions

"Valuation and Consulting Services to the Aviation Industry"

131 Hollybrook Drive, Flat Rock, North Carolina 28731-8593

Phone (813) 317-3170 www.airportbusiness.net

October 29, 2025

Ms. Bobbi Thompson, C.A.E.
Airport Director
City of Roswell/Roswell Air Center
1 Jerry Smith Circle
Roswell, New Mexico 88203

RE: Appraisal of Market Value
Existing 21,544 Square Foot Hangar
99 Will Rogers Road
Roswell Air Center (ROW)
Roswell, New Mexico

Dear Ms. Thompson:

In accordance with your request, ***Airport Business Solutions (ABS)*** has inspected the subject development and completed a comprehensive study of the local, regional and national general aviation market for the purpose of providing an estimate of the Market Value of a 21,544 square foot aircraft storage hangar located at 99 Will Rogers Road at the Roswell Air Center (FAA Identifier ROW) in Roswell, New Mexico. The leasehold site extends +/-40-feet on all sides of the building yielding an approximate land area of one acre, although the underlying land is excluded from this analysis.

The purpose of the assignment is to provide an estimate of the Market Value of the hangar building on an as-is basis to assist the City of Roswell with a potential sale subject to a new long-term ground lease. *This document represents an Appraisal Report in accordance with Uniform Standards of Professional Appraisal Practice (USPAP) Standard 2-2. The appraiser is not responsible for any unauthorized use of this report.*

After careful analysis of the subject and its competitive environment, as well as the local, regional and national aviation market, it is our opinion that the Market Value of the aircraft storage hangar building at 99 Will Rogers Road at the Roswell Air Center, as of August 25, 2025, is as follows:

MARKET VALUE OF THE HANGAR BUILDING ONLY

TWO HUNDRED FIFTY THOUSAND DOLLARS

(\$ 250,000.00)

Solutions as Unique as the Problems . . .

Ms. Bobbi Thompson, C.A.E.
October 29, 2025
Page Two

The following appraisal report contains pertinent data assembled during our investigation, along with our analyses and conclusions. We appreciate this opportunity to be of service to you on this project and will be pleased to provide additional information or clarification as necessary.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Hodges", with a stylized flourish at the end.

Michael A. Hodges, MAI
President/CEO

SCOPE OF THE ASSIGNMENT

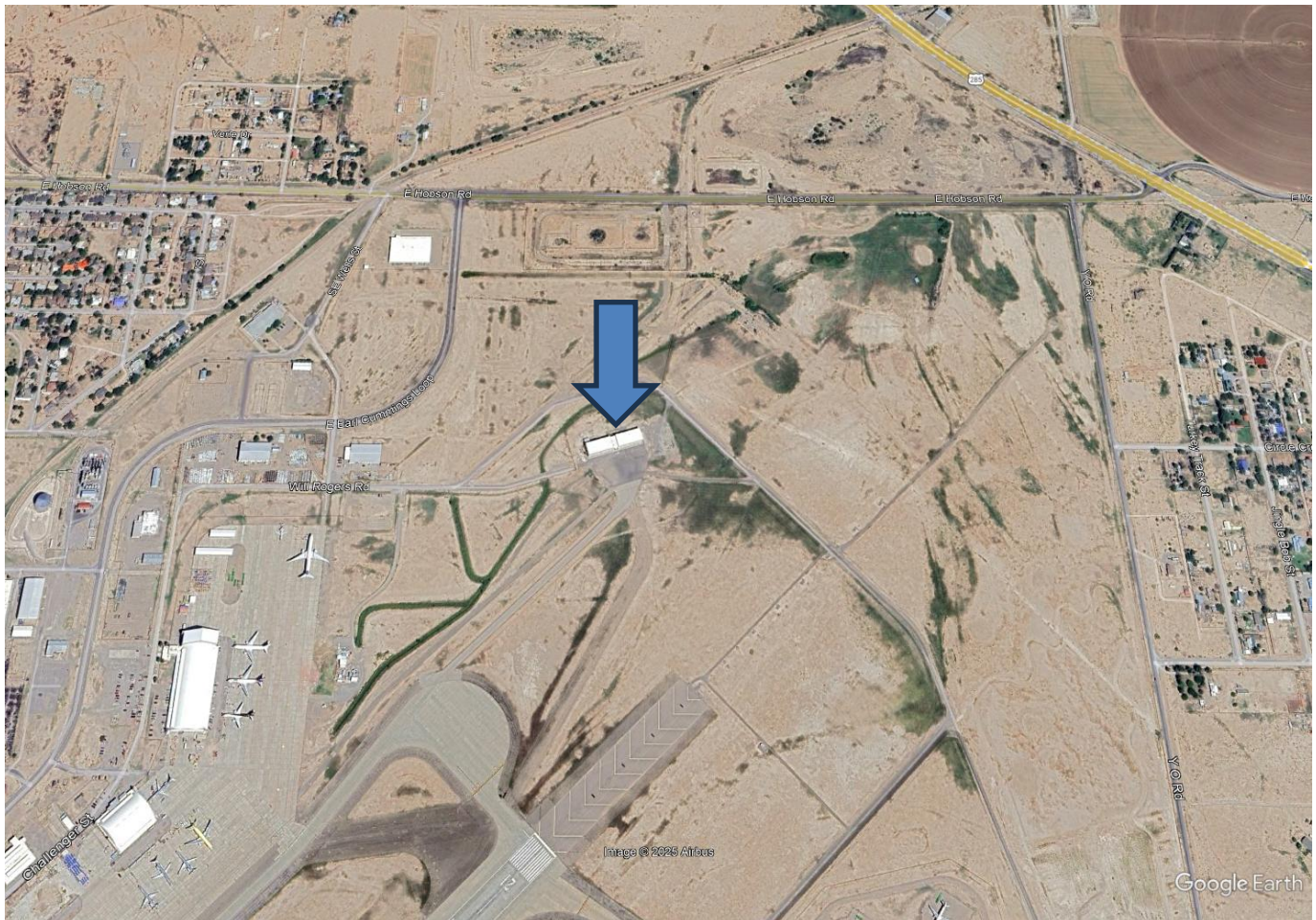
The scope of this assignment is to estimate the current Market Value of the hangar building located at 99 Will Rogers Road at the Roswell Air Center (FAA Identifier ROW) in Roswell, New Mexico. The site is comprised of approximately 1 acre on the northeast side of the Airport at the east end of Will Rogers Road. Site is improved with a 21,544 square foot hangar development, with a two-story office area between two hangar structures. The building was originally constructed in the 1950's and reflects fair to poor condition. The building enjoys access to a paved ramp area on the south side of the building.



DEVELOPMENT AND REPORTING PROCESS

This assignment involved preparation of an appraisal of the Market Value of the hangar building identified herein. The appraiser inspected the subject site and all associated improvements, as well as all available information on available and pertinent market data. Confirmation of market data was via either direct confirmation or third-party sources deemed reliable by the consultant. Our final conclusions are based on a comprehensive study of market trends and included an assessment of the applicability of all three traditional approaches to value. The concluded value for the hangar building herein was predicated upon a modified Income Capitalization Approach, which was deemed warranted given the scope of the assignment and characteristics of the subject. The intended users of the report are various representatives of City of Roswell and the intended use is to assess the potential to acquire the hangar from the current owner.

The subject site lies at the south side of Will Rogers Road, within the northeastern portion of the Roswell Air Center (ROW). The property reflects a 21,544 square foot aircraft storage hangar lying at 99 Will Rogers Road located on an approximate 1 acres site. The metal hangar facility originally built in the 1950's and reflects fair to poor condition. The hangar development reflects two large hangars on each side of a two-story office/storage area. In addition, the development includes access to a common paved aircraft ramp/apron.



PURPOSE AND FUNCTION OF THE ASSIGNMENT

On behalf of City of Roswell, New Mexico, Ms. Bobbi Thompson, C.A.E., its Airport Director, has requested an estimate of the Market Value of the aircraft storage hangar building identified herein. Per the Client's request, the value conclusion is provided for the purpose of assisting in a prospective sale by the City subject to a new long-term ground lease.

It is assumed that **Airport Business Solutions (ABS)** and their representatives were provided all available information relevant to the leasehold by City/Airport and its representatives and that said information is current and accurate. **ABS** reserves the right to modify its conclusions if it is discovered that pertinent information was not made available.

OWNERSHIP HISTORY

The subject leasehold is currently governed by a lease with the City of Roswell. The existing lease is disregarded herein in that the scope of this assignment is to assess the value of the building only subject to a prospective sale by the City to an entity that would enter into a new long-term ground lease. The new ground lease would assume that the ownership of the improvements would revert to the City upon expiration of the new ground lease.

DATE OF VALUE ESTIMATE

The date of this report is October 29, 2025, although the date of valuation is August 25, 2025, which coincides with a personal inspection of the property by Michael A. Hodges, MAI.

DEFINITION OF MARKET VALUE

The primary value estimate herein conforms with the definition of “Market Value” per The Appraisal Foundation, which is specifically defined as follows:

The most probable price which 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 knowledgeable, 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: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and acting in what they consider their best interests; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and (5) 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. (The Appraisal Foundation)

PROPERTY RIGHTS ANALYZED

Fee simple estate is defined as “absolute ownership unencumbered by any other interest or estate; subject only to the limitations of the four powers of government.” This classification of ownership consists of the full “bundle of rights” which includes the right to use real estate, to sell it, to lease it, to give it away, or to choose to exercise all or none of these rights. In the case of income-producing properties, it is typical for an owner to grant the right of use and occupancy for all or part of a property to another by a lease.

Property rights analyzed herein are those of fee simple estate of the City of Roswell in the hangar building only, which would ultimately be subject to a new ground lease. The analysis assumes there are no existing liens and encumbrances with the exception of any pertinent Federal Aviation Administration restrictions.

PROPERTY TAXES

The subject is located within City of Roswell, New Mexico, and is part of the Roswell Air Center and owned by City of Roswell, a tax-exempt entity. As such, the existing leasehold is exempt from real estate taxes.

NEIGHBORHOOD/COMMUNITY ANALYSIS

Given the scope of this analysis, a detailed area assessment has been omitted herein. However, the following is a brief overview of the area.

Roswell, New Mexico is the county seat of Chaves County, which lies in the southeast quadrant of the State. The 2024 population was 46,670 making it the fifth-most populous city in New Mexico. It is home to the New Mexico Military Institute, as well as the location of an Eastern New Mexico University campus. Bitter Lake National Wildlife Refuge is located a few miles northeast of the City on the Pecos River while the Bottomless Lakes State Park lies 12 miles east of Roswell.

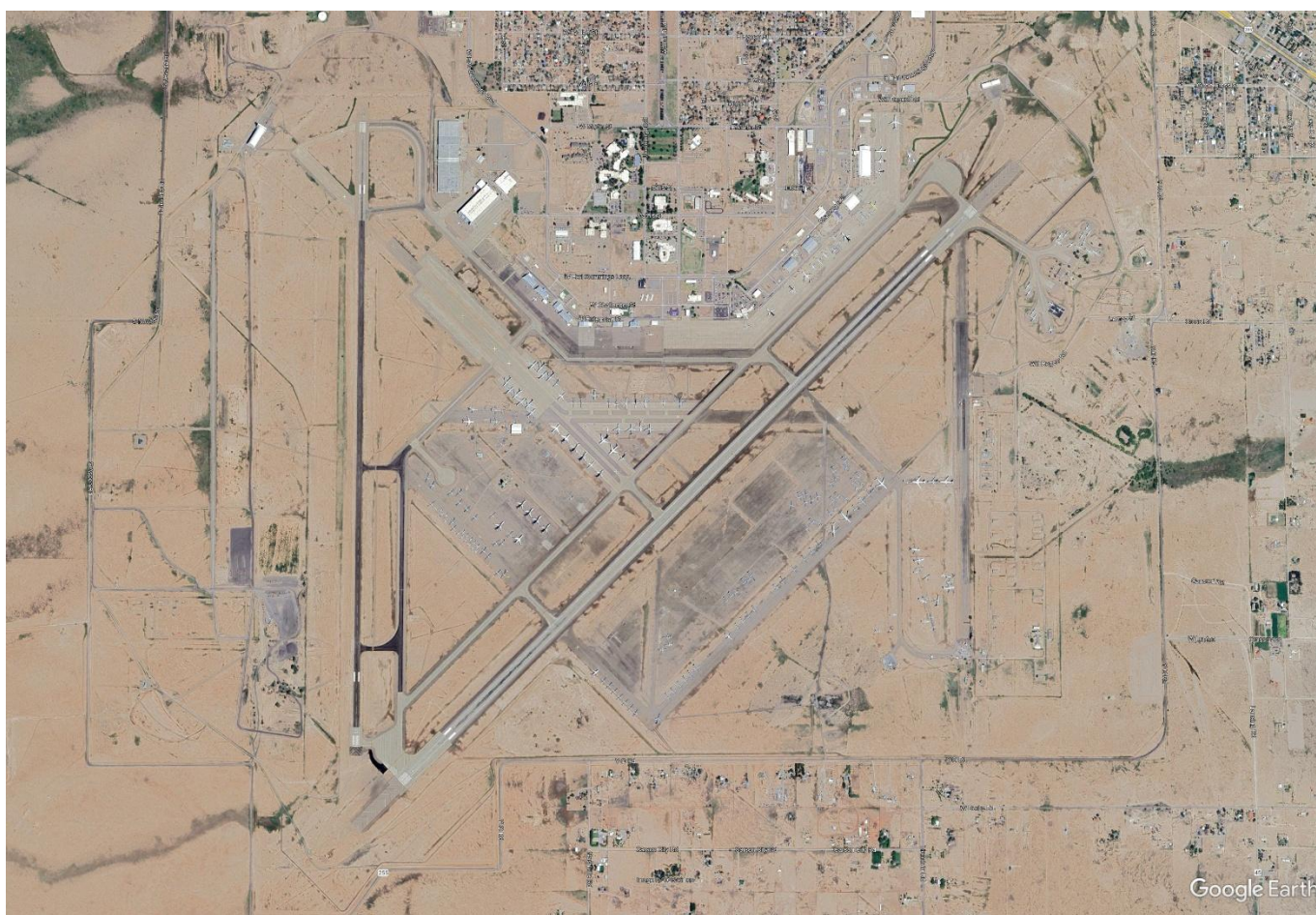


Roswell's tourism industry is based on numerous UFO museums and businesses, as well as alien and spacecraft-themes resulting from Roswell being recognized as the 1947 crash site of the alleged UFO, although the actual site was +/-75 miles north of Roswell. The investigation and debris recovery was handled at the Roswell Army Air Field, now known as Roswell Air Center (ROW). The City also relies on New Mexico related tourism including the International UFO Museum and Research Center. Local American folk and New Mexico music performances occur near Pioneer Plaza and in parks around the City, which is also a center for farming, dairying, and ranching. Roswell is also the location of several manufacturing, distribution, and petroleum-related facilities. The Airport was recently selected as the new home for the National Championship Air Races and Air Show after they were relocated from Reno Stead Airport. The annual event attracts well over 120,000 attendees and recently hosted the 2025 event.

The immediate ROW area and surrounding environs provide a significant amount of stability to the operation of the Airport. The limited residential development in the area helps facilitate growth of the Airport.

ROSWELL AIR CENTER

The Roswell Air Center (FAA Identifier ROW) is located 5 miles south of the City center and is owned and operated by the City of Roswell. The Airport encompasses over 4,000 acres and was once known as Roswell Army Airfield and Walker Air Force Base. It is also at the center of the 1947 UFO crash story. The Airport does not appear to have significant noise complaint issues at this time, primarily because the immediate surroundings of the field are predominately open rural land.

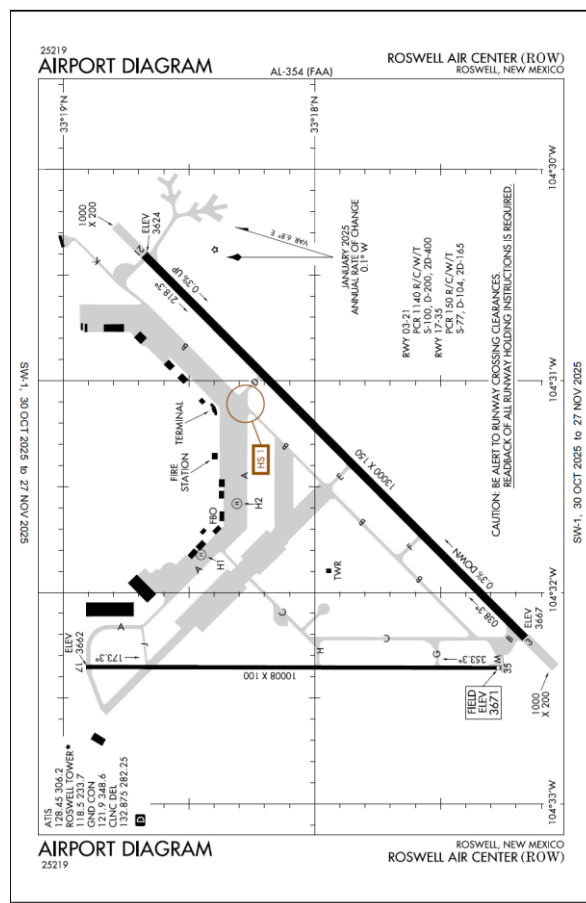


The towered airfield lies at an elevation of 3,671 feet and maintains two hard surface runways, 3/21 and 17/35, both of which are rated by the FAA as in good to excellent condition. Runway 3/21 is 13,000 feet long by 150 feet wide with a concrete surface and has 6-box VASI on Runway 3 and a 1,400-foot medium intensity approach lighting system with runway alignment indicator (MALSR)

and ILS/DME on Runway 21. This runway has a double tandem weight capacity of 400,000 pounds and medium intensity runway edge lighting. Runway 17/35 is 10,008 feet long and 100 feet wide with medium intensity runway edge lights and 4-light PAPIs on each end. This runway has a double tandem weight bearing capacity of 165,000 pounds. The airfield is also supported by a series of parallel and connecting taxiways, and other taxi lanes that serve all sectors of the field. The Airport also has a rotating beacon and a lighted wind indicator with segmented circle. ROW offers ARFF Index A support and is also a customs landing rights airport.

ROW is currently served by AvFlight, the sole Fixed Base Operation (FBO). The FBO operation offers such services as aircraft refueling, oxygen, parking, aircraft hangar storage, passenger terminal services, and aircraft ground handling.

In summary, the Roswell Air Center reflects a unique public use regional general aviation field. The runways and extensive infrastructure offered provides it with many opportunities to diversify revenues through marketing to a variety of commercial space and general aviation activities.



SITE AND IMPROVEMENT DESCRIPTION

The subject aircraft storage hangar development is located at 99 Will Rogers Road. The leasehold site extends +/-40-feet on all sides of the building yielding an approximate land area of one acre, although the underlying land is excluded from this analysis. The site is improved with a 21,544 square foot hangar building originally constructed in the 1950's exhibiting fair to poor condition. In addition to the hangar building, the development includes a shared aircraft apron area on south side of the building.



The metal structure reflects two hangar facilities on each side of a two-story office/storage area. The hangars have concrete floors, uninsulated metal walls and ceilings, high intensity and incandescent lighting, suspended gas heaters, and 18-foot bi-fold counterweight doors. The two-story office and storage area between the two hangars has carpeted and tile floors, sheetrock walls, and acoustical tile ceilings with recessed fluorescent lighting. There is also a small garage area. There is significant evidence of water damage on the upper floor, although the current tenants indicated that the roof leaks have been addressed but the interior has not been repaired. Flood damage on the



first floor was in the process of being repaired at the time of inspection. There are men's and women's restrooms in this area in fair to poor condition. Overall condition of the entire building is rated fair to poor with significant deferred maintenance, although the building generally appears to be structurally sound.



HIGHEST AND BEST USE ANALYSIS

Highest and best use is defined as “*The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value.*” (**The Appraisal of Real Estate**)

The subject property identified herein includes the land, facilities and shared paved ramp/apron that comprises a 21,544 square foot hangar development at the Roswell Air Center. The subject site offers a good location within the northeastern portion of the developed area of the Airport and has adequate accessibility for both vehicular and aircraft traffic.

Although the highest and best use of the subject property would likely be different without the Airport's influence, the site's area is designated within the Airport Layout Plan for general aviation development and support and conforms with the existing uses and developments situated on the Airport. Based upon the surrounding uses and feature characteristics of the subject site, with primary emphasis to the location, existing zoning regulations, development restrictions, and peripheral development, it is the appraisers' opinion that the highest and best use of the subject property, as if vacant, would be for some type of aviation-related development to include offices, hangars, and other aviation-related services.

With regard to the highest and best use as improved, the subject development reflects an aircraft storage hangar development on a +/-1-acre leasehold with a 21,544 square foot hangar building and shared paved aircraft ramp/apron. The development benefits from direct access to the Airport infrastructure and amenities, as well as demand for hangar space and aircraft services at ROW. Based upon the location and facility layout, it is the appraiser's opinion that the highest and best use of the subject development, as improved, is with the existing hangar development, at least on an interim basis. The analysis of highest and best use is predicated on the continued operation of ROW, as well as the development's continued accessibility to the Airport's infrastructure and amenities.

APPROACHES TO VALUE ESTIMATE

In the appraisal process, under ideal circumstances, there are three basic approaches to an estimate of value. These approaches are briefly defined as:

1. ***Cost Approach*** - In this approach the indication of value is derived by estimating the value of the land based on sales of similar land and adding to this value the replacement cost of improvements less accrued depreciation.
2. ***Market Data or Direct Sales Comparison Approach (Market Approach)***- This method develops a value estimate by the direct comparison of the subject of the appraisal with properties that are similar or which are adapted to the same use which have recently sold or which are listed for sale in the open market under competitive conditions.
3. ***Income Capitalization Approach*** - In this approach the value of the property is indicated by the capitalization of an anticipated net rental income stream over a specified period of time. Four steps are required: (1) Gross Income is estimated; (2) Expenses are deducted to estimate net income; (3) A capitalization rate is selected; and (4) The net income estimate is capitalized into an indication of value by applying the selected capitalization rate.

In the appraisal of the subject property, all three customary approaches have been considered. However, airports that receive Federal funding are generally prohibited from selling properties on the airport. As such, all airport properties are generally subject to long-term leases, with leasehold improvements generally constructed by either the landlord or tenant. While sales do occasionally occur, they are typically the transfer of only the leasehold interest or of a going-concern, where allocation between real estate, personal property and goodwill are difficult at best. In scenarios where only the leasehold sells, it often reflects the present value of anticipated lease revenues over the term of an agreement, also known as a pre-paid lease. As such, the Market/Sales Comparison Approach is omitted.

The Cost Approach is not generally deemed pertinent in the analysis of aviation facilities due to the inherent obsolescence of many airport-based facilities, as well as the “disconnect” between

prevailing market rents and construction costs in other scenarios. Secondly, a land value analysis from the evaluation of recent comparable land sales is not available in that airport land does not sell, and the unique characteristics are not reasonably compared to non-airport properties.

The Income Capitalization Approach is considered the most germane method of analysis of the subject property in that it is part of an operating airport and available for lease only. The appraiser surveyed airports on a national basis to derive pertinent rental rates of hangar facilities. The resulting market rent from this analysis will be adjusted to exclude the land area from the development, with the resulting rent allocated to the hangar building converted into a value conclusion.

The first step in the initial analysis is the derivation of a market rental rate for the subject hangar development predicated upon a triple net lease of the entire hangar from the airport sponsor. In this situation, it is based upon an assessment of rental rates of comparable hangar and office/hangar facilities derived from similar airports throughout the region, as well as on a national basis, with special attention to airports offering similar locational, physical, and operational characteristics to Roswell Air Center (ROW) where available. Detailed comparable data and analyses have been retained in the consultant's files and will be made available upon request. On the following page is a summary of surveyed information and brief synopsis of our conclusions based upon the available data, consideration to the characteristics of the property and amenities of ROW.

It is important to note that all lease data utilized in this analysis reflects information on hangar and office/hangar developments *leased directly from the ownership entity of their airport*. In this part of the analysis, subleases have been disregarded, to include leases from an FBO, in that they typically reflect additional considerations in the form of profit to the sublessor, as well as often including ancillary services such as discount fueling, towing, ramp maintenance, etc.

ROW COMPARABLE HANGAR RENTS		
Airport/Identifier	Location	Annual Rent Per Sq. Ft.
San Luis Valley Regional (ALS)	Alamosa, CO	\$1.56
Hobbs County Regional (HOB)	Hobbs, NM	\$1.68
Sierra Blanca Regional (SRR)	Ruidoso, NM	\$2.16
Greeley-Weld County (GXY)	Greeley, CO	\$2.28
Modesto (MOD)	Modesto, CA	\$2.76
Pegasus Airpark (5AZ3)	Queen Creek, AZ	\$3.12
Yampa Valley Regional (HDN)	Hayden, CO	\$3.50-\$4.50
Falcon Field (FFZ)	Mesa, AZ	\$3.60
Reno Stead (RTS)	Reno, NV	\$3.74
Crater Lake-Klamath Regional (LMT)	Klamath Falls, OR	\$4.05-\$5.71
Blake Field (AJZ)	Delta, CO	\$4.08
Boerne Stage Airfield (5C1)	San Antonio, TX	\$4.68
Prescott Regional (PRC)	Prescott, AZ	\$5.04
Las Cruces International (LRU)	Las Cruces, NM	\$5.64
Angel Fire (AXX)	Angel Fire, NM	\$6.48

As can be seen on the prior chart, rental rates for the surveyed hangar facilities demonstrate a wide range from \$1.56 to \$6.48 per square foot of building area excluding land. Some of the facilities include office space. In those instances, rates reflect blended rates between office and hangar. Most of the facilities are similar in size to the subject facility.

It is the consultant's opinion that there is sufficient data to derive a reasonable conclusion of market rent for the subject facility. The selection of current market-based rental rate between the airport sponsor and tenant is based upon the information contained herein, with consideration to the age, quality and fair to poor condition of the subject facility, as well as the location and amenities of ROW as compared to the airports surveyed herein. Given the foregoing, it is our opinion that an annual rental rate of \$1.75 per square foot of building area, excluding land and site improvements, is appropriate for the subject aircraft storage hangar facility at ROW in the current market. This rate considers the existing state of the economy, as well as the condition and quality of the subject facility.

The selected rental rate herein represents a “net” rent for the total building area with the tenant responsible for utilities, insurance, taxes, and all repairs and maintenance. Net rents also provide for the tenant’s responsibility for any and all capital improvements during the term of the lease. The following is a summary of our opinion of the annual rental rate for the ROW hangar development.

AIRCRAFT STORAGE HANGAR @ ROW		
Building Area (Sq. Ft.)	Rent Per Square Foot	Annual Rent
21,544	\$1.75	\$37,702

The next step is to convert the above allocated building rent into a value conclusion for the hangar structure through the application of a capitalization rate. An overall capitalization rate (cap rate) is reflective of the relationship between a property’s single-year net operating income and the total property value. As such, it is impacted by a number of factors, to include the stability of the net income stream over time. In the case of the subject property, it is potentially impacted by the fact that it will be encumbered by a new ground lease with periodic scheduled rent adjustments. In particular, while the highest and best use of the property is for a hangar development, it is also the only permitted use of the property given the terms and conditions of the ground lease, as well as restrictions set forth by the Federal Aviation Administration (FAA), limiting the utilization of the property to aeronautical use. As such, while the use of the property as a hangar development facilitates a “captive” market for those seeking internal storage of their aircraft, it can also be a potential detriment if market conditions deteriorate and rent and occupancy levels no longer support hangar use.

Overall capitalization rates for on-airport properties are very limited. This is in-part due to the fact that airport real estate is generally owner-occupied and not developed for speculative, multi-tenant development. In these cases, when a sale occurs, real estate is generally just a component of a larger going-concern business enterprise transaction. Hangar projects such as the subject are typically owner occupied. Therefore, actual market data to support the extraction of an overall capitalization rate from an on-airport project is extremely limited. Nevertheless, it is significant to

note that many airports derive their rental rates for on-airport facilities they own based upon a policy-driven rate of return of around 10% of prescribed value. In overall capitalization rates, the rate is impacted by variable risks associated with the land and improvement components.

In the case of the subject hangar building, it is the appraiser's opinion that a building capitalization rate of 15% is applicable given the age, fair to poor condition of the subject, and required capital improvements. As such, a building capitalization rate of 15% is applied to the \$37,702 allocated building rent, yielding an indicated hangar value of **\$250,000 (R)**. This value conclusion excludes the underlying land of the development and is reflective of a value predicated upon a purchaser of the entire building subject to the applicable ground rent set by the Airport.

RECONCILIATION AND FINAL VALUE ESTIMATE

Reconciliation is the process of evaluating facts, trends, observations, and conclusions developed in the valuation methods utilized to derive the final estimate of the Market Value of the hangar building only of the 21,544 square foot aircraft storage hangar located at 99 Will Rogers Road at the Roswell Air Center. The appraiser's methodology reflected the capitalization of a triple net rent for an entire building from the airport sponsor, which yielded a value conclusion for the building only given its current age, quality and condition, subject to a new ground lease for the underlying land associated with the development.

After careful analysis of the subject development and its competitive environment, as well as the local, regional and national aviation markets, it is our opinion that the Market Value of the hangar building only, as of August 25, 2025, is \$250,000.

MARKET VALUE OF THE HANGAR BUILDING ONLY

TWO HUNDRED FIFTY THOUSAND DOLLARS

(\$ 250,000.00)

The value concluded herein is predicated upon an anticipated marketing and exposure period for the subject of 12 to 18 months. Said period is deemed reasonable and achievable, assuming active and aggressive marketing.

CERTIFICATION

I certify that, to the best of my 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 my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I 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.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My 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.

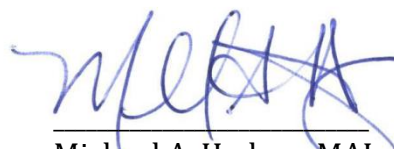
The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with 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. As of the date of this report, I have completed the continuing education program of the Appraisal Institute.

I made a personal inspection of the site and facility on August 25, 2025, the date of valuation.

No one provided significant real property appraisal assistance to the person signing this certification.



Michael A. Hodges, MAI
President/CEO

Market Rent Analysis
ROW Aircraft Storage Hangar
Roswell Air Center (ROW)
October 29, 2025



ADDENDA

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

GENERAL/EXTRAORDINARY ASSUMPTIONS AND LIMITING CONDITIONS

1. The legal and/or metes and bounds as pointed out by the client are assumed to be correct.
2. No survey of the property has been made by the appraiser and no responsibility is assumed in connection with such matters.
3. No responsibility is assumed for matters of a legal nature affecting title to the property nor is an opinion of title rendered. The title is assumed to be good and merchantable but not necessarily owned in fee by the client as of the date of this opinion.
4. Information furnished by others is assumed to be true, correct and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the consultants.
5. It is assumed that there are no hidden or unapparent conditions of the property, sub-soil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
6. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated.
7. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless non-conformity has been stated. All values stated herein are contingent upon the proper zoning, existing or proposed, be granted by the local zoning authorities and adhered to regardless of the proposed use.
8. It is assumed that all required licenses and consents have been obtained from legislative or administrative authority for any use on which the value contained in this analysis is based.
9. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted within this analysis.
10. The appraiser will not be required to give testimony or appear in court because of having made this analysis, with reference to the property in question, unless arrangements have been previously made.
11. Possession of this appraisal, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the consultants, and in any event, only with proper written qualification and only in its entirety.

12. If there are any improvements of value, the distribution of the total valuation in this analysis between land and improvements applies only under the reported highest and best use of the property. Any allocation of value must not be used in conjunction with any other analysis and are invalid.

13. No environmental impact studies were either requested or made in conjunction with this analysis and the consultants hereby reserve the right to alter, amend, revise or rescind any of the value opinions based upon any subsequent environmental impact studies, research or investigation.

14. Neither all nor any part of the contents of this appraisal, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales or any other media without written consent and approval of the consultants. Nor shall the consultants, firm or professional organization of which the consultants are a member be identified without written consent of the appraiser.

15. Unless otherwise stated in this appraisal, the existence of hazardous material, which may or may not be present on the property, was not observed by the consultants. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such materials on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

16. Current and historical market conditions have been analyzed in anticipating trends pertinent to the date of valuation. It should be noted, however, that unforeseeable changes in economic and market factors could dramatically affect the value estimate and conclusions herein.

17. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, the appraiser did not consider a possible noncompliance with the requirements of ADA in estimating the value of the property.

18. This document represents an Appraisal Report of the Market Value of the building only of the aircraft storage hangar development located at 99 Will Rogers Road at the Roswell Air Center, as of August 25, 2025.

19. Acceptance of and/or use of this appraisal constitutes acceptance of the foregoing general assumptions and limiting conditions.

QUALIFICATIONS OF APPRAISER

CURRICULUM VITAE

NAME: Michael A. Hodges, MAI

TITLE: President/CEO

FIRM NAME: *ABS Aviation Consultancy, Inc. dba*
Airport Business Solutions

ADDRESS: 131 Hollybrook Drive
Flat Rock, North Carolina 28731-8593

PHONE: (813) 813-3170

EDUCATION

Graduate of the University of Tennessee with a Bachelor of Arts Degree - Major in Philosophy.

PROFESSIONAL AND TECHNICAL COURSES

Currently certified in the program of continuing education as required by the Appraisal Institute.

Completed requirements for MAI member designation of the Appraisal Institute to include peer review of appraisal assignments, completion of a demonstration appraisal report on an income-producing property, experience rating, and educational courses.

BACKGROUND AND EXPERIENCE

President and CEO of *ABS Aviation Consultancy, Inc. dba Airport Business Solutions (ABS)*, a diverse aviation valuation and consulting firm which specializes in the analysis of airports, fixed base operations, and other aviation-related properties for lease negotiation, acquisition, litigation, leasehold and going-concern valuation, and bankruptcy, as well as providing specialized airport management consulting, to include policy development, to airports of all sizes. Additional expertise offered in the area of financial self-sufficiency analysis for general aviation airports and through-the-fence access agreements and operations.

ABS has provided a myriad of services to airports throughout North and South America, Asia, and Europe. Using our extensive and diverse experience, *ABS* has assisted airports throughout the world in such areas as business plan development and implementation, concessions planning and management, air cargo assessments, facility/operating agreement



BACKGROUND AND EXPERIENCE (Continued)

negotiations, terminal design, parking assessment, rental car analysis, general aviation operations and management, non-aeronautical land development, financial modeling, and full or partial airport privatization assessments.

President and CEO of ***ABS Aviation Management, Inc. dba ABS Aviation***, an airport and FBO management services entity currently providing comprehensive FBO management of the Big Island Jet Center FBO at the Ellison Onizuka Kona International Airport in Kailua-Kona, Hawaii.

Partner in the Big Island Jet Center FBO at the Ellison Onizuka Kona International Airport in Kailua-Kona, Hawaii.

Aviation President of Kompass Partners from 2005 through 2013. Kompass Partners was a Hong Kong-headquartered company specializing in creating successful partnerships between U.S. and Chinese aviation businesses.

Vice President and Part Owner in the firm of Hodges, McArthur, & Dunn, P.C. Real Estate Appraisers and Consultants from 1990 through 1995. Hodges, McArthur and Dunn, P.C. was a full-service real estate appraisal and consulting firm with offices in Knoxville, Nashville, and Memphis, Tennessee, and Atlanta, Georgia. Responsibilities included appraisals, general feasibility studies, and market analyses on a variety of property types involved in financing, acquisition, condemnation, bankruptcy, litigation, and estate valuation.

Founder and President of HMD Aviation Appraisal Group in 1994, a division of Hodges, McArthur & Dunn, P.C. HMD Aviation Appraisal Group was a real estate appraisal and consulting firm which specialized in the valuation of the real estate aspect of fixed base operations and other aviation-related properties for lease negotiation, acquisition, litigation, leasehold valuation, and bankruptcy.

Staff Appraiser with Hodges and Wallace Appraisal Associates from 1982 through 1990. Responsibilities included research, appraisals, general feasibility studies and market analyses on a variety of property types involved in financing, acquisition, condemnation, bankruptcy, litigation, and estate valuation.

COURT EXPERIENCE

Qualified as an expert witness in various courts in Florida, Georgia, Tennessee, Kentucky, Arizona, Colorado, and California on various valuation, management, financial and operational issues on airports, aviation businesses and aviation-related properties.

TERRITORY

Airport Business Solutions is based in Asheville, North Carolina with a satellite offices in Denver, Colorado. The firm has completed a variety of assignments throughout the United States, Asia, Europe and Latin America, to include valuation, consultation, and miscellaneous advisory services.

AFFILIATIONS AND DESIGNATIONS

Elected to Membership in the Appraisal Institute with an MAI designation on April 20, 1994 - Member No. 10,333.

State of North Carolina – Certified General Real Estate Appraiser – Certificate No. A8162

State of Florida - Certified General Appraiser - License No. RZ2770

Commonwealth of Pennsylvania - Certified General Appraiser - Certificate No. GA-001626-R

State of Georgia - Certified General Real Property Appraiser - License No. CG004018

State of Texas – Certified General Real Estate Appraiser – License No. TX 1338569 G

State of Tennessee - Certified General Real Estate Appraiser – License No. 5506

State of South Carolina – Certified General Appraiser – License No. 3026

State of Oregon – Certified General Appraiser - License No. C001674

State of Colorado – Certified General Appraiser - License No. CG.200003989

Commonwealth of Kentucky – Certified General Real Property Appraiser – License No. 297898

Member of the Appraisal Institute's Young Advisory Council in 1994-1996

Corporate Member of the National Air Transportation Association (NATA)

Corporate Member of the American Association of Airport Executives (AAAE)

Corporate Member of the National Business Aviation Association (NBAA)

Member of AAAE's General Aviation Airports Committee

Member of NATA's Airport Business Committee

Member of NATA's FBO Subcommittee

Member of AAAE's Real Estate and Commercial Development Committee



Office of the

Mayor

PREDETERMINATION COMMUNICATION

From:

Timothy Z. Jennings, Mayor and Hessel Yntema, City Manager

RE: Sale of Hangar 91 encompassing 21,544 sq. ft., 99 Will Rogers Rd. Roswell, NM 88203

Esteemed Members of the Legal Committee & City Council,

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

The Mayor and City Manager determined and concur that the property subject to sale regarding Hangar 91 encompassing 21,544 sq. ft., 99 Will Rogers Rd. Roswell, NM 88203, has no existing or future municipal purpose. We believe that sale of such property is in the interest of the City financially and economically, and will lead to better use than continued leasing of the Hangar. Please feel free to contact either of us with any questions.

Timothy Z. Jennings, Mayor

Hessel Yntema, City Manager

MUNICIPAL LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT (the "Lease"), is made and entered into as of the date of the last signature below, by and between the City of Roswell, a New Mexico municipal corporation existing under the laws of the State of New Mexico (together with its successors and assigns) ("City"), and Hangar 91, LLC a New Mexico Limited Liability Company ("Lessee"). The City and Lessee are collectively referred to herein as "The Parties."

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

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

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

ARTICLE 1 – GRANTING CLAUSE AND LEASED PREMISES.

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

Area of land consisting of 27,000 square feet more or less, which is approximately 10 feet in the front of the hangar and 5 feet more or less around the perimeter in the back and sides of the hangar known as Hangar 91, located at the Roswell Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

The address of the Leased Premises is commonly known as 5111 Will Rogers Road, Roswell, NM 88203. The Leased Premises include existing infrastructure and buildings currently used for aircraft storage. As further set forth in Article 5, the Leased Premises are being leased "AS IS", and City has made no representations or warranties of any kind or nature with regard to the existing or ongoing condition of the Leased Premises or its fitness or suitability for any particular use.

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

ARTICLE 2 – TERM

2.01 Lessee shall commence leasing of the Leased Premises effective on September 1, 2026, for 30 years and shall terminate on August 31, 2056. Lessee shall have two additional Five Year Options to extend the Lease Term for an additional Ten (10) Years. This shall collectively be known as the "Lease Period," unless terminated or canceled earlier as herein provided. City hereby approves, and shall not contest, relinquishment of this Lease by Lessee at any time following the

Termination Date, provided that Lessee is not in default of the Lease at the time of said relinquishment, and also that Lessee surrenders the Leased Premises in compliance with this Lease.

ARTICLE 3 – RENT

3.01 Lessee agrees to pay to City as rent the sum of Six Thousand Seven Hundred Fifty Dollars (\$6,750.00) payable in 12 monthly installments of Five Hundred Sixty-Two Dollars and Fifty Cents (\$562.50) for the first year of the Lease. Thereafter, the rent will be adjusted every five (5) years by CPI or 3%, whichever is less. Rent and other fees, if any, are due on the first day of each month. Time is of the essence with regard to the payment of rent.

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

ARTICLE 4 – SECURITY DEPOSIT OR BOND

4.01 SECURITY DEPOSIT. Lessee will pay the amount of Three Thousand Three Hundred and Seventy-Five Dollars (\$3,375.00) as a security deposit for Lessee's full and faithful performance of all terms of this Lease. This amount shall be used by City at the termination of this Lease toward a. payment for rent or penalties due City, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Leased Premises, and c. the cost of removal of any hazardous material not properly disposed of by Lessee. 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 rental and penalties then owing to City. Any refund of the security deposit due Lessee will be delivered or mailed within 60 days after the termination of this Lease.

ARTICLE 5 – CONDITION OF LEASED PREMISES

Lessee is reasonably familiar with the Leased Premises and accepts Leased Premises in its present condition "as is". Lessee acknowledges that any requirements for accessibility and/or public accommodation(s) are Lessee's responsibility. The Parties recognize and acknowledge that no environmental inspection of the Leased Premises has been undertaken and Lessee in no way assumes any responsibility or liability for any unseen or unknown environmental conditions that may exist. Lessee agrees that, at the expiration of the term hereof, it shall yield up and deliver the Leased Premises to City in as good repair and condition as when received, ordinary wear and tear excepted.

ARTICLE 6 – PURPOSE AND USE OF THE LEASED PREMISES

6.01 PERMITTED USE. Lessee shall use the Leased Premises for aeronautical and storage purposes only and in full compliance with FAA requirements. No other uses shall be permitted.

6.02. SPECIAL EVENTS. City may, at its discretion, conduct or host special activities or events near or about the Premises or elsewhere at or about Airport. The City shall not be liable to Lessee or any Sublessee for any actual or alleged cost or loss, including, but not limited to, any actual or alleged loss of revenue or goodwill, caused by, resulting from, arising out of, relating to, or in connection or conjunction with such special events. The City shall make reasonable efforts to conduct any and all Special Events so as to minimize adverse effects upon Lessee and the Leased Premises and will not infringe upon the Lessee's leasehold interests contemplated or granted herein without good cause or otherwise directed by governmental agencies authorized to regulate such Special Events.

6.03 MAINTENANCE.

a. While this Lease is in effect, the Lessee agrees to maintain the Leased Premises, at its sole cost and expense, in accordance with the Roswell Air Center's (RAC) Minimum Standards and RAC Rules and Regulations as written and amended. Lessee shall also comply with all applicable federal, state, and local laws, ordinances, regulations, codes, and requirements relating to the Leased Premises, including, without limitation, all applicable fire, life-safety, building, and fire prevention codes. The obligations in this paragraph shall bind lessee only to the extent governmental requirements do not frustrate the purpose of this agreement. City will not be under any obligation to operate or maintain the Leased Premises during the Lease Period, other than its responsibility to provide and maintain utilities for utility services it provides to the Leased Premises.

b. Lessee shall keep the Leased Premises and any improvements thereon clean, orderly, and free from debris at all times in accordance with Roswell Air Center's (RAC) Minimum Standards and RAC Rules and Regulations, as written and amended. Lessee shall leave the Leased Premises in a broom-clean condition and shall remove all trash, debris, equipment, materials, and personal property not otherwise permitted to remain on the Premises.

c. City shall be the sole and reasonable judge of the quality of exterior maintenance and, upon written notice by City to Lessee, Lessee shall be required to perform whatever maintenance City deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with the level of maintenance provided by the City over the last 20 years and of that required of other City Lessees in comparable facilities.

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

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

a. **Spill Reporting; Cure Period.** Without limiting the foregoing, if either Lessee or its agents, employees invitees, or contractors should in any manner, leak, discharge, spill or release hazardous materials, including but not limited to fuel, oil, petroleum products, cleaning solvents, degreasers, deicing chemicals, or other fluids upon the Leased Premises, Lessee shall promptly notify Lessor in writing of any spill, release, discharge, or leakage of any hazardous, regulated, or contaminating substance on, under, or about the Premises, regardless of quantity. Upon notice from Lessor of any violation arising from such spill, release, discharge, or leakage, Lessee shall have sixty (60) days after receipt of written notice from Lessor to cure the violation and remediate the condition to the extent required by applicable law. Failure to cure within such sixty (60)-day period shall constitute an Event of Default under this Lease, unless such cure cannot reasonably be completed within a period.

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

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

d. The foregoing indemnity shall survive the expiration or earlier termination of this Lease and will not be affected in any way by the amount of or the absence in any case of covering insurance or the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Leased Premises. In addition, Lessee shall be responsible

for any environmental cost associated with negligence or willful acts or omission by Lessee, and notifications to appropriate regulatory agencies arising there from.

e. Lessee may relinquish this Lease in the event that occupancy is known to be or suspected of being hazardous to occupants' health or safety.

ARTICLE 7 – UTILITY AND OTHER CHARGES

In addition to all rent payable by the Lessee under Article 3, above, during the term hereof, Lessee shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Lessee upon the Leased Premises, and insurance, of whatsoever kind or nature, incident to or arising out of the conduct of Lessee's occupation of the Leased Premises. The City shall not impose any tax, license charge, fee or assessment upon occupation of the Leased Premises that is not universally imposed on all other leased property at the Roswell Air Center. Failure to have an appropriate current license or permit for Lessee's conduct of business, if required, shall be a breach of this Lease. Lessee will promptly pay all utilities and other charges on the Leased Premises, including electric, gas, water, garbage, sewage, telephone, internet, all maintenance and operating costs and other services which may be incurred in connection with Lessee's use of the Leased Premises, and save harmless City therefrom. The City is not responsible for any payments that may be associated with any demolition or construction of any improvements or infrastructure.

ARTICLE 8 – LIEN

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

ARTICLE 9 – PERSONAL PROPERTY

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

ARTICLE 10 – IMPROVEMENTS

10.01 The Leased Premises include improvements, including but not limited to existing infrastructure and building currently used for Aeronautical purposes. Lessee may use the existing improvements or remove existing improvements, subject to prior written approval by City which

shall not unreasonably be withheld provided such proposed improvements conform with RAC minimum standards and RAC rules and regulations. In addition, Lessee may place the following improvements on the Leased Premises:

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

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

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

ARTICLE 11 – RELINQUISHMENT

Lessee, if not in default under the Lease, may at any time apply to relinquish the Lease to City and be relieved of further obligations under the lease, provided, however, such relinquishment shall not be valid or effective until approved in writing by City. Lessee must file an application to relinquish the Lease at least one hundred eighty (180) days prior to the date on which the Lessee requests the relinquishment to go into effect. City may condition relinquishment on any terms it deems reasonable. Upon relinquishment, Lessee shall not be entitled to the refund of any rent previously paid.

ARTICLE 12 – ASSIGNMENT

Lessee shall not assign this Lease, any part thereof, or assign any improvements located on the Leased Premises without the prior written amendment of this Lease pursuant to Article[CJNM1] 22 hereof to permit such assignment. Any lease assignment without lease amendment shall be null and void.

ARTICLE 13 – SUBLEASE

Lessee may sublease all or any portion of the rights granted hereunder, the Leased Premises, or any improvements located on the Leased Premises without the prior approval of the City. Any sublease shall be subject to all applicable provisions of this Lease, as well as the Roswell Air Center's ("RAC") Minimum Standards and RAC Rules and Regulations, as written and amended from time to time. Lessee shall remain fully responsible and liable for the performance of all obligations under this Lease, and no sublease shall release or diminish Lessee's duties or liabilities hereunder. Each sublessee shall comply with all applicable federal, state, and local laws, and all RAC Minimum Standards and RAC Rules and Regulations.

ARTICLE 14 – COLLATERAL ASSIGNMENT

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

ARTICLE 15 – WAIVER

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

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

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

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

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

ARTICLE 17 – LIABILITY; INDEMNIFICATION; INSURANCE.

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

17.02 INDEMNIFICATION. Lessee shall, upon demand by City, defend with counsel acceptable to the City, indemnify, and hold harmless the City, its elected and appointed officials, officers and City's employees, agents, and contractors, in their official capacities, from any and all liabilities, claims, losses, damages, or expenses, including but not limited to reasonable attorneys' fees, loss of land value, third party claims, penalties or removal, remedial or restoration costs arising out of, alleged to arise out of or indirectly connected with the operations hereunder of Lessee or Lessee's employees, agents, contractors, or invitees, the activities of third parties on the Leased Premises, but only as to such operation or omissions that occurred with Lessee's actual knowledge or consent. In the event that any action, suit or proceeding is brought against Lessee, Lessee shall, as soon as practicable but no later than three (3) days after it receives notice thereof, notify the legal counsel of City. This Paragraph shall survive the termination, cancellation or relinquishment of this Lease, and any cause of action of City to enforce this provision shall not be deemed to accrue until City's actual discovery of said liability, claim, loss, damage, or expense.

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

Lessee shall not be responsible for the investigation, remediation, or correction of environmental contamination existing on the Leased Premises prior to the commencement of the Lease and not caused, contributed to, exacerbated, released, disturbed, or migrated by any act or omission of Lessee, its employees, agents, contractors, invitees, or affiliates.

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

A. General Liability Insurance

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

with this Lease. Such liability insurance coverage shall also extend to damage, destruction, and injury to City-owned or City-leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of Lessee.

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

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

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

Air Center Manager
1 Jerry Smith Circle
Roswell, New Mexico 88203

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

Article 18. USE OF THE PREMISES. Security Responsibilities of Tenant, Tenant 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

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. 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.
 - e. 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.
 - f. Tenant shall use the Leased Premises solely for the purpose of aircraft storage, 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).

- g. 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. To the extent it is proven in legal proceedings in a court of competent jurisdiction 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 when caused by Lessee.
 - iii. Liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.
 - iv. Obligations and/or liabilities of Tenant in this section are limited to actions directly caused by Tenant.
- h. 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 commercially reasonable 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. The Parties agree that operation of aircraft and activities related thereto are not a nuisance or objectionable, beyond that the Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

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

The Parties acknowledge that the building, in its existing configuration as of the Effective Date, is not currently identified by the City as a hazard or obstruction to airport operations. Notwithstanding the foregoing, nothing herein shall be construed as limiting the City's authority to address future safety, operational, regulatory, or airport development requirements, including any requirements imposed by applicable law, governmental authority, or aviation regulatory agency. Any replacement structure shall be subject to the City's prior approval and all applicable laws, regulations, and airport requirements.

ARTICLE 19 – DEFAULT AND CANCELLATION

Upon Lessee's third occurrence of a documented violation over any five-year period of any of the terms, conditions, or covenants contained herein, including the failure to pay the rent when due, City shall provide written Notice of Default and give Lessee sixty (60) days to cure the applicable Default. In the event the specified Default cannot be cured within the (60) day period, Lessee's diligent prosecution of curing the Default shall extend the timeframe to cure the default. In the event Lessee does not prosecute cure of the specified Default, the City may begin the process to cancel this Lease by providing Lessee sixty (60) notice of the default by registered mail with return receipt. The mailing of such notice as herein provided shall constitute notice of City's intention to cancel the Lease. If Lessee has not cured the default to City's reasonable satisfaction within said sixty (60) day period, or, if Lessee has not diligently prosecuted the cure of the specified Default, the City may cancel the Lease and Lessee must vacate within sixty (60) days. The Parties agree that if a court of competent jurisdiction determines that either Party has breached any of the terms, conditions or covenants of this Lease, the non-prevailing Party shall pay the costs incurred by the prevailing party in litigating the default, including reasonable attorney fees. In the event of a breach of the terms of this Lease by either Party, both Parties, shall have all remedies available at law or equity. The Lessee upon written permission from City may sell the building. The City's approval of a sell shall not be unreasonably withheld.

ARTICLE 20 – DAMAGE OR DESTRUCTION OF LEASED PREMISES

In the event the Building which Lessee has contracted to purchase from the City simultaneously with the execution of this Lease is damaged or destroyed beyond commercially reasonable repair, in Lessee's reasonable determination, Lessee shall have the option to either terminate this Lease or construct a replacement building by giving written notice of its election to the City within One Hundred Eighty (180) days of the damage or destruction. Lessee's written Notice of Election shall be sent via Certified U. S. Mail, Return Receipt Requested to the City at its address provided for herein. In the event Lessee elects to terminate this Lease, this Lease shall terminate on the last calendar date of the month in which Notice of Election is mailed to City. Upon termination, Lessee's responsibilities under this Lease shall terminate. In the event Lessee elects to construct a replacement building on the Leased Premises, Lessee shall diligently prosecute the construction of the replacement building. In the event Lessee elects to construct a replacement building, the Lease Term provided herein shall automatically extend by the amount of time this Lease was in effect prior to the damage giving rise to the destruction of the building.

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

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

ARTICLE 22 – SCOPE OF AGREEMENT

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

ARTICLE 23 – AMENDMENT

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

ARTICLE 24 – APPLICABLE LAW

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

ARTICLE 25 – SUCCESSORS IN INTEREST; THIRD PARTIES

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

ARTICLE 26 – BANKRUPTCY

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

ARTICLE 27 -- HOLDOVER

If Lessee enters upon the Leased Premises after the termination or cancellation of this lease for any purpose, or leaves any equipment, buildings, materials, property or debris on the Leased Premises after the termination or cancellation of this lease, the rent due City for such entry or

presence shall be prorated as provided in Article 3 plus 15% administrative for each day or any part of a day. Nothing contained herein shall be construed as the grant to Lessee of the right to enter the Leased Premises for any purpose after the termination or cancellation of this Lease without the prior written consent of City.

ARTICLE 28 – NOTICES

The addresses for notice are:

For Notice to City:
Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

For Notice to Lessee:

Hangar 91, LLC
2202 E. College Blvd.
Roswell, NM 88201

With an email to : johnberrylivestock@outlook.com, gizmo.aviation@gmail.com, jon@hitchcocknm.com

ARTICLE 29 – RULES OF CONSTRUCTION

- (a) The captions and headings in this Lease are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Lease.
- (b) All references in this Lease to particular articles, sections, or exhibits are references to articles or sections of or exhibits to this Lease unless some other reference is established.

ARTICLE 30 – CALCULATION OF TIME

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

ARTICLE 31 – STATUS OF CITY

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

ARTICLE 32 – ENTIRE AGREEMENT AND AMENDMENT

This Lease is intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and

representations between the Parties having been incorporated herein. No course of prior dealings between the Parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease. No representations, understandings, or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein.

IN WITNESS WHEREOF, this Lease is executed the __ day of September, 2026.

For City

By: Hessel Yntema, City Manager

For Lessee:

By: Jerry Whitaker, Manager

Attest:

Approved as to form:

Amalia Martinez, City Clerk

Christopher J. Nairn-Mahan, City Attorney

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SECTION 77 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,

1 paragraph, clause or provision shall not affect any other part of this ordinance.
2

3 SECTION 88 This ordinance shall be effective Forty-Five (45) days after its adoption, unless a
4 referendum election is held pursuant to NMSA 1978 Section 3-54-1 (E). A petition calling for a
5 referendum election on the sale of this real property must be filed no later than thirty (30) days
6 after the adoption of the ordinance and must comply with the requirements of NMSA 1978 Section
7 3-54-1 (E). In the event that a referendum election is held, the effective date shall be as prescribed
8 by statute.
9

10 PASSED, ADOPTED, SIGNED and APPROVED _____, _____.
11

12 CITY SEAL
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16 _____
Timothy Z. Jennings, Mayor

17 ATTEST
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22 _____
Amalia Martinez, City Clerk
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SITE INSPECTION REPORT

CATEGORY E – BUILDINGS, VEHICLES, EQUIPMENT

Applicant City Of Roswell	PA ID # 005-64930-00	Applicant Representative Lee Mac Rogers	Applicant Representative Title Project Manager
Site Inspection Date 07-18-2025		Site Inspector Name Joel Carter /Tony Rivas	
Work Order # 110880		Damage # 1710439	
Facility: ☒ Building ☐ Vehicles ☐ Equipment			
GPS Latitude 33.31688		GPS Longitude -104.50579	
Physical Location (Address of Damage Site) 99 Will Rogers Rd Roswell, New Mexico 88203	Date Damaged 10/19/2024 to 10/20/2024	Age of Facility ☐ Exact ☒ Approximate Year Built: 1960	Legal Responsibility ☒ Yes ☐ No
Number of Stories 2 Basement ☐ Yes ☒ No	Roof Type ☒ Flat ☐ Gable ☐ Shed ☐ HIP ☐ Mansard	Roof Pitch ☐ 1/12 ☐ 7/12 ☐ 2/12 ☐ 8/12 ☐ 3/12 ☐ 9/12 ☐ 4/12 ☐ 10/12 ☐ 5/12 ☐ 11/12 ☐ 6/12 ☐ 12/12	
Facility Description: (Pre-disaster design, function, capacity, dimensions, and footprint) Facility Description Only Buildings: Roof Type/Material/Pitch/Exterior Siding, etc Vehicles /Equipment: Year/Make/Model Building 91, the Executive Hangar and home to the Civil Air Squadron, is a two-story facility at RIAC. It includes Hangar A for aircraft operations and a commons area for administrative use. The building features large windows, a main access door, and an external metal staircase. It is constructed with durable materials and surrounded by paved surfaces for logistical access.			

Applicant Representative Signature: _____

Page 1 of ¹¹_____

Recipient Authorized Representative Signature (if applicable): _____

Facility Component Damages

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1	Wood Wall Paneling	33.31688, -104.50579/ Waiting Room	74 FT long X 2 FT high	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	
			CTR	
			Both	✓
			Quantity	148
			Units	SF
			% Complete	0%
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1	Door Casing (No bottom casing)	33.31688, -104.50579/ Waiting Room	3 FT wide X 8 FT high X 1.25 inches thick	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	
			CTR	
			Both	✓
			Quantity	3
			Units	Each
			% Complete	0%
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1	4 IN Base Board	33.31688, -104.50579/ Waiting Room	65 Linear Feet	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	
			CTR	
			Both	✓
			Quantity	65
			Units	LF
			% Complete	0%
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1	Carpet	33.31688, -104.50579/ Waiting Room	20 FT long X 17 FT wide	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	
			CTR	
			Both	✓
			Quantity	340
			Units	SF
			% Complete	0%
Component Types: 1-Exterior Building 2-Interior Building 3-Exterior Site 4-Vehicle 5-Equipment 6-Contents (Specify Each Component) 10-Median 11-Guardrail 12-Lighting 13-Signage 14-Culvert 15-Wall 16-Armor 17-Other (specify)			Cause of Damage: 1- Surface water flooding 2-Wind Driven Rain 3-Sewer Back up 4-Foundation Seepage 5-Lightning 6-High Winds 7- Rising Water or Storm Surge 8-Wind Blown Debris 9-Earthquake 10- Fire 11- Earthquake 12- Electrical Power Surge 13- Snow or Ice 14- Other	

Applicant Representative Initials: _____

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Recipient Authorized Representative Initials (if applicable): _____

Facility Component Damages				
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1	3/16 Wood Wall Paneling	33.31688, -104.50579/ Office 1	62 FT long X 2 FT high	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	☐
			CTR	☐
			Both	☒
Quantity		Units		% Complete
				124 SF 0%
1	Carpet	33.31688, -104.50579/ Office 1	20 FT long X 11 FT wide	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	☐
			CTR	☐
			Both	☒
Quantity		Units		% Complete
				220 SF 0%
1	2 IN Base Board	33.31688, -104.50579/ Office 1	55 Linear Feet	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	☐
			CTR	☐
			Both	☒
Quantity		Units		% Complete
				55 LF 0%
1	Door casing (No bottom casing)	33.31688, -104.50579/ Office 1	3 FT wide X 8 FT high X 1.25 inches thick	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	☐
			CTR	☐
			Both	☒
Quantity		Units		% Complete
				1 Each 0%
Component Types: 1-Exterior Building 2-Interior Building 3-Exterior Site 4-Vehicle 5-Equipment 6-Contents (Specify Each Component) 10-Median 11-Guardrail 12-Lighting 13-Signage 14-Culvert 15-Wall 16-Armor 17-Other (specify)			Cause of Damage: 1- Surface water flooding 2-Wind Driven Rain 3-Sewer Back up 4-Foundation Seepage 5-Lightning 6-High Winds 7- Rising Water or Storm Surge 8-Wind Blown Debris 9-Earthquake 10- Fire 11- Earthquake 12- Electrical Power Surge 13- Snow or Ice 14- Other	

Applicant Representative Initials: _____

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Recipient Authorized Representative Initials (if applicable): _____

Facility Component Damages

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1	Inner door casing	33.31688, -104.50579/ Office 1	2 FT wide X 8 FT high X 1.25 inches thick	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	☐
			CTR	☐
			Both	☒
			Quantity	1
			Units	Each
			% Complete	0%
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1	Cat 5 - Receptacles	33.31688, -104.50579/ Office 1	Electrical	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	☐
			CTR	☐
			Both	☒
			Quantity	2
			Units	Each
			% Complete	0%
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1	1/3 Louvered vents trim	33.31688, -104.50579/ Break-room	4 FT long X 18 inches wide	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	☐
			CTR	☐
			Both	☒
			Quantity	8
			Units	Each
			% Complete	0%
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1	Drywall	33.31688, -104.50579/ Break-room	17 FT long X 22 FT wide	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	☐
			CTR	☐
			Both	☒
			Quantity	374
			Units	SF
			% Complete	0%
Component Types: 1-Exterior Building 2-Interior Building 3-Exterior Site 4-Vehicle 5-Equipment 6-Contents (Specify Each Component) 10-Median 11-Guardrail 12-Lighting 13-Signage 14-Culvert 15-Wall 16-Armor 17-Other (specify)			Cause of Damage: 1- Surface water flooding 2-Wind Driven Rain 3-Sewer Back up 4-Foundation Seepage 5-Lightning 6-High Winds 7- Rising Water or Storm Surge 8-Wind Blown Debris 9-Earthquake 10- Fire 11- Earthquake 12- Electrical Power Surge 13- Snow or Ice 14- Other	

Applicant Representative Initials: _____

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Recipient Authorized Representative Initials (if applicable): _____

Facility Component Damages

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1	3/16 wood wall paneling	33.31688, -104.50579/ Break-room	10 FT long x 2 FT high	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	☐
			CTR	☐
			Both	☒
			Quantity	20
			Units	SF
			% Complete	0%
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1	Door casing (No bottom casing)	33.31688, -104.50579/ Break-room	3 FT wide X 7 FT high X 1.25 inches thick	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	☐
			CTR	☐
			Both	☒
			Quantity	1
			Units	Each
			% Complete	0%
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1	Door (No bottom casing)	33.31688, -104.50579/ Break-room	3 FT wide X 10 FT long X 1.3 inches thick	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	☐
			CTR	☐
			Both	☒
			Quantity	1
			Units	Each
			% Complete	0
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1	cabinets (low base)	33.31688, -104.50579/ Break-room	9 FT long X 34 inches wide X 24 inches depth	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	☐
			CTR	☐
			Both	☒
			Quantity	1
			Units	Each
			% Complete	0
Component Types: 1-Exterior Building 2-Interior Building 3-Exterior Site 4-Vehicle 5-Equipment 6-Contents (Specify Each Component) 10-Median 11-Guardrail 12-Lighting 13-Signage 14-Culvert 15-Wall 16-Armor 17-Other (specify)			Cause of Damage: 1- Surface water flooding 2-Wind Driven Rain 3-Sewer Back up 4-Foundation Seepage 5-Lightning 6-High Winds 7- Rising Water or Storm Surge 8-Wind Blown Debris 9-Earthquake 10- Fire 11- Earthquake 12- Electrical Power Surge 13- Snow or Ice 14- Other	

Applicant Representative Initials: _____

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Recipient Authorized Representative Initials (is applicable): _____

Facility Component Damages				
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1	Top (Cabinets with roll back)	33.31688, -104.50579/ Break-room	9 FT long X 24 inches wide X 3.3 inches depth	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	☐
			CTR	☐
			Both	☒
			Quantity	1
			Units	Each
			% Complete	0%
1	Metal sink	33.31688, -104.50579/ Break-room	15 inches long X 15 inches wide	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	☐
			CTR	☐
			Both	☐
			Quantity	1
			Units	Each
			% Complete	0%
1	Sheet Linoleum	33.31688, -104.50579/ Mechanical Room	Two walls are 11 ft x 8 ft: 2 x (11 x 8) = 176 SF Two walls are 9 ft x 8 ft: 2 x (9 x 8) = 144 SF	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	☐
			CTR	☐
			Both	☐
			Quantity	320
			Units	SF
			% Complete	0%
1	Drywall	33.31688, -104.50579/ Mechanical	37 FT long X 2 FT high	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	☐
			CTR	☐
			Both	☐
			Quantity	74
			Units	SF
			% Complete	0%
Component Types: 1-Exterior Building 2-Interior Building 3-Exterior Site 4-Vehicle 5-Equipment 6-Contents (Specify Each Component) 10-Median 11-Guardrail 12-Lighting 13-Signage 14-Culvert 15-Wall 16-Armor 17-Other (specify)			Cause of Damage: 1- Surface water flooding 2-Wind Driven Rain 3-Sewer Back up 4-Foundation Seepage 5-Lightning 6-High Winds 7- Rising Water or Storm Surge 8-Wind Blown Debris 9-Earthquake 10- Fire 11- Earthquake 12- Electrical Power Surge 13- Snow or Ice 14- Other	

Facility Component Damages				
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1	2 IN Base Board	33.31688, -104.50579/ Mechanical	37 Linear Feet	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	☐
			CTR	☐
			Both	☒
Quantity		Units		% Complete
				37 LF 0%
1	casing door (No bottom casing)	33.31688, -104.50579/ Mechanical	3 FT wide X 7 FT high X 1.25 inches thick	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	☐
			CTR	☐
			Both	☒
Quantity		Units		% Complete
				1 Each 0%
1	(2 FT x 2 FT) Ceiling Tiles	33.31688, -104.50579/ Mechanical	Each	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	☐
			CTR	☐
			Both	☐
Quantity		Units		% Complete
				25 Each 0%
1	5/8/16 Drywall	33.31688, -104.50579/ Restroom	32 FT long X 2 FT high	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	☐
			CTR	☐
			Both	☐
Quantity		Units		% Complete
				64 SF 0%
Component Types: 1-Exterior Building 2-Interior Building 3-Exterior Site 4-Vehicle 5-Equipment 6-Contents (Specify Each Component) 10-Median 11-Guardrail 12-Lighting 13-Signage 14-Culvert 15-Wall 16-Armor 17-Other (specify)			Cause of Damage: 1- Surface water flooding 2-Wind Driven Rain 3-Sewer Back up 4-Foundation Seepage 5-Lightning 6-High Winds 7- Rising Water or Storm Surge 8-Wind Blown Debris 9-Earthquake 10- Fire 11- Earthquake 12- Electrical Power Surge 13- Snow or Ice 14- Other	

Facility Component Damages

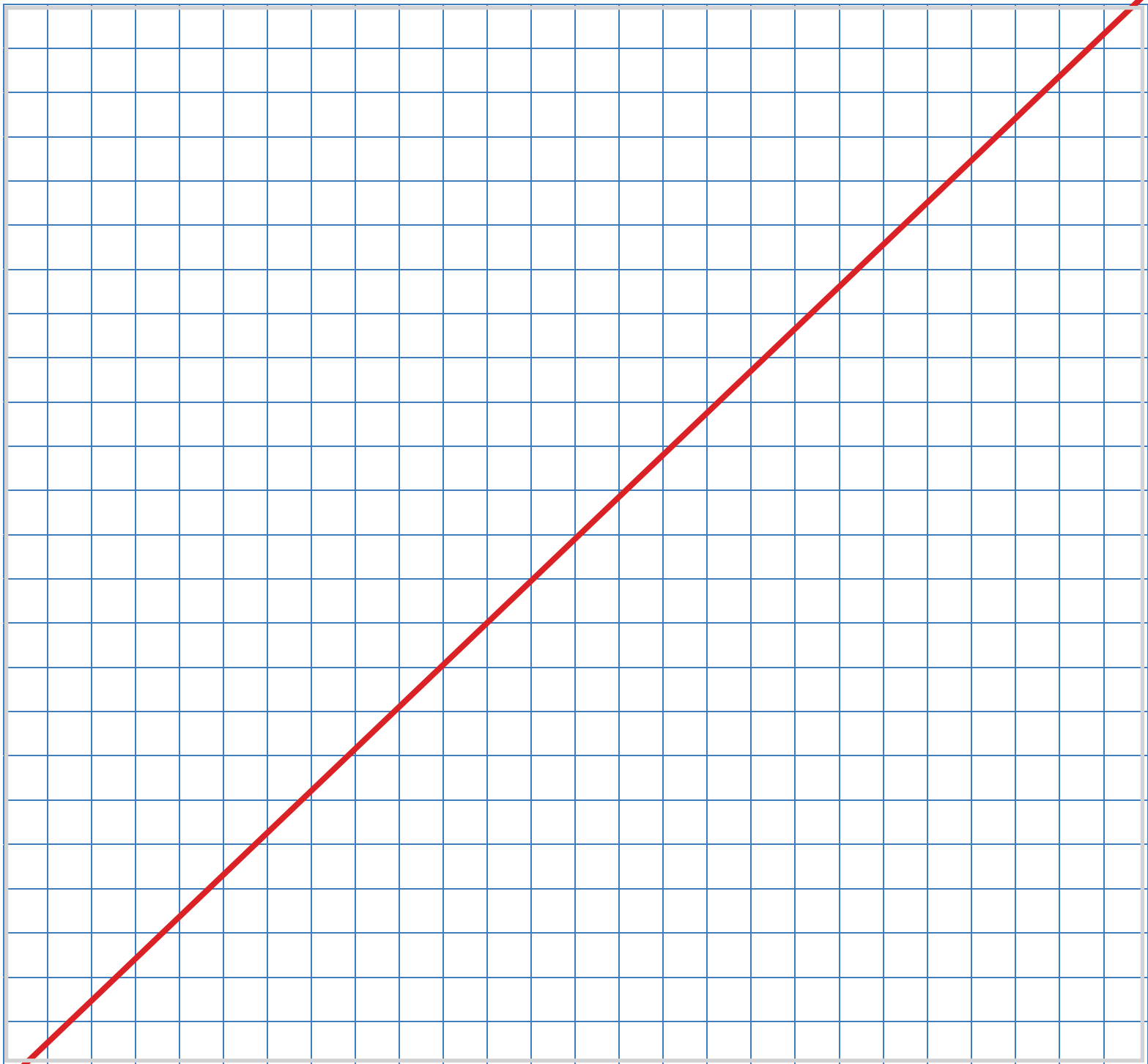
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1	3 IN Base Board	33.31688, -104.50579/ Restroom	28 Linear Feet	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	☐
			CTR	☐
			Both	☐
			Quantity	28
			Units	LF
			% Complete	0%
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1	(2 FT x 2 FT) Ceiling Tiles	33.31688, -104.50579/ Restroom	Each	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	☐
			CTR	☐
			Both	☒
			Quantity	10
			Units	Each
			% Complete	0%
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1	Casing door (No bottom casing)	33.31688, -104.50579/ Restroom	3 FT W X 7 FT H X 1.25 inches thick	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	☐
			CTR	☐
			Both	☒
			Quantity	1
			Units	Each
			% Complete	0%
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
2	asphalt surface	33.31650, -104.50637	75 FT long x 20 FT wide x 2 IN thick	
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.			FA	☐
			CTR	☐
			Both	☒
			Quantity	9
			Units	CY
			% Complete	0%
Component Types: 1-Exterior Building 2-Interior Building 3-Exterior Site 4-Vehicle 5-Equipment 6-Contents (Specify Each Component) 10-Median 11-Guardrail 12-Lighting 13-Signage 14-Culvert 15-Wall 16-Armor 17-Other (specify)			Cause of Damage: 1- Surface water flooding 2-Wind Driven Rain 3-Sewer Back up 4-Foundation Seepage 5-Lightning 6-High Winds 7- Rising Water or Storm Surge 8-Wind Blown Debris 9-Earthquake 10- Fire 11- Earthquake 12- Electrical Power Surge 13- Snow or Ice 14- Other	

Applicant Representative Initials: _____

Page 8 of 11

Recipient Authorized Representative Initials (if applicable): _____

SKETCH: (Click grid to upload an image):



NOTES:

Applicant Representative Initials: _____

Recipient Authorized Representative Initials (if applicable): _____

NOTE FOR SITE INSPECTOR: Please ask the Applicant representative the following questions. Although the PDMG may have already asked some of these questions, the Applicant representative at the site inspection may have additional information. Use the Additional Notes section to record any additional explanation.

Mitigation Considerations

FEMA Public Assistance encourages protection of disaster-damaged facilities by providing assistance for cost-effective hazard mitigation measures that reduce or eliminate the risk of similar damage from happening again in a future event. For each question, elaborate on the answer in the space provided for comments.

1. Identify the specific cause of damage (such as water flowed into the basement through the stairwell, floodwater rose 3 FT high on the first floor, wind blew off the roof covering, and rainwater entered the building, windblown rain entered around the windows and doors, etc.).	2. Does the Applicant plan to perform additional work to protect damaged facilities against similar damage in a future event? ☐ Yes ☐ No ☐ Unsure Comments:
3. Will the Applicant provide a proposal for hazard mitigation work? ☐ Yes ☐ No ☐ Unsure Comments:	4. Would the Applicant like FEMA to prepare a proposal for hazard mitigation work? ☐ Yes ☐ No ☐ Unsure Comments:

Insurance Considerations

FEMA is legally prohibited from duplicating benefits from other sources and will reduce eligible costs by the amount of insurance proceeds received.

1. Does the damaged facility have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles)? ☐ Yes ☐ No ☐ Unsure Comments:

Environmental & Historic Preservation Considerations

FEMA is required to ensure that work complies with applicable environmental and historic preservations laws, regulations, and executive orders.

1. Is the damaged facility(ies) located within a floodplain or a coastal high hazard area and/or does it have an impact on a floodplain or wetland? Can the project site be impacted by flooding? Will work occur within 200 feet of a waterway/waterbody? ☐ Yes ☐ No ☐ Unsure Comments:	2. Is the damaged facility located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area? ☐ Yes ☐ No ☐ Unsure Comments:
--	---

Work Order # (if applicable): 110880 Damage # 1710439

Category E

3. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint – including depth of footprint, material, location, capacity, use or function), including construction of an access road, establishing a staging area, or other work outside of the constructed right-of-way? If yes, describe changes or work outside of the constructed right-of-way. Provide detailed justification for the change (e.g. codes and standards). ☐ Yes ☐ No ☐ Unsure Comments:	4. Is the damaged facility(ies) listed on a local/state/national historic register or is it a locally recognized landmark? Is it older than 45 years? (Provide the age of the facility) Are there more, similar buildings near the site? ☐ Yes ☐ No ☐ Unsure Comments:
5. Are there any large, undeveloped or undisturbed areas on, or near, the project site? (Select “yes” if there are large tracts of forestland, grassland, or naturally preserved areas, etc.) ☐ Yes ☐ No ☐ Unsure Comments:	6. Are there any hazardous materials at or adjacent to the damaged facility? ☐ Yes ☐ No ☐ Unsure Comments:
7. Are there any other environmental or controversial issues associated with the damaged facility and/or work item? (select yes if facility is a road maintained by a Tribal Government or if the project necessitates the establishment of a new borrow area or the horizontal expansion of an existing borrow area.) ☐ Yes ☐ No ☐ Unsure Comments:	8. Are there any known endangered species in the work area? ☐ Yes ☐ No ☐ Unsure Comments:
Additional Notes / Comments:	

Applicant Representative Initials: _____

Recipient Authorized Representative Initials (if applicable): _____

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Finance Committee

13.

Meeting Date: 10/01/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider sending to full Council approval for Change Order #1 for White Rock Construction PO# 22700384 ITB-26-011 Restroom Remodel. (Hicks)

BACKGROUND:

Initiated by: Becky Hicks

ITB 26-011 was awarded to White Rock Construction and PO# 22700384 was issued on 7/27/26. Two companies responded to our request for bids. White Rock Construction was low bid and awarded the contract at \$139,030.83. Pluma, LLC also bid on the project, their estimate was \$288,808.53 plus GRT. Currently, White Rock has submitted a Project Change Order #1 at a cost of \$74,510.84 (including GRT). That brings the total estimate to \$213,541.67. The items on the change order are necessary to complete the project but were not originally included in the scope of work on ITB-26-011.

FINANCIAL CONSIDERATION

Original funding for this project in FY26 was 281,296.36. However, for FY27 the budget was decreased to the \$139,030.83 awarded to White Rock Construction. A capital budget adjustment is necessary in the amount of \$74,510.84.

LEGAL REVIEW:

No legal review required at this time.

BOARD AND COMMITTEE ACTION:

Infrastructure heard this item at its September 21, 2026, meeting and voted 5-0 to send it to the Finance Committee.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

White Rock Construction Change Order #1

White Rock Construction & Services Inc.

306 1/2 N Richardson Ave

Roswell, NM 88201 US

5759104338

Ben@WRconst.net

**ADDRESS**

City of Roswell

SHIP TO

Transit Building Restrooms

CHANGE ORDER 1

515 N Mian St

Roswell, NM 88201

Estimate 2026-108**DATE** 08/17/2026

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	White Rock Construction & Services, Inc	Scope of work: Remove and replace the west wall and the ceiling in the men's restroom. Remove and replace a 2' wide X 40' long section of asphalt in the parking area and remove and replace a 2' X 2' section of concrete in the new janitor sink location. Excludes: Removing and replacing of any other walls. Qualifications: The wall and the ceiling will be framed back with metal studs. Drywall will be 5/8" drywall.	1	0.00	0.00T
	electrical	Scope of work: Remove duplex receptacle and handy box. Install a deep 4sq and a GFCI outlet with a raised surface cover. Excludes: New circuit. Relocating outlet.	1		0.00T

DATE	DESCRIPTION	QTY	RATE	AMOUNT
Plumbing	Scope of work: Demo existing venting and water lines behind chase to make room for new installation. Install new underground line to feed the two lavatories, 2 urinals. 2 floor drains and 4 toilets. PVC pipe and fittings. Run new domestic water line from existing 2" drop, install new isolation valve and shock arrestors. Copper pipe and fittings for new water service lines. Run 4" sewer line for second story to exterior wall, drop down wall and exit building to new 4" main in parking area. Re locate mop sink to exterior wall in janitors' closet, move water across ceiling and route to new faucet. Excludes: Sink in the break area.	1		0.00T
Engineering Fees	Redesign the existing plans to only reflect the scope of work for the restroom remodel.	1	0.00	0.00T

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	project labor White Rock Construction: Restroom Scope increase of \$3,388.35 Sewer Line Scope increase of \$5,200.73 Water Line Scope increase of \$630.39 J&S Mechanical and Plumbing: Restroom Scope increase \$1,188.69 Sewer Line Scope increase \$1,404.81 Water Line Scope increase \$778.05 River Flooring: Increase of \$3,175.00	1	15,766.02	15,766.02T
	Bid Lot	1	53,052.94	53,052.94T
SUBTOTAL				68,818.96
TAX				5,691.88
TOTAL				\$74,510.84

Accepted By

Accepted Date

**ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT**

Finance Committee

14.

Meeting Date: 10/01/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider sending to full Council a capital budget adjustment in the amount of \$74,510.84 to cover Change Order #1 from White Rock Construction for the Transit Bathroom Remodel and Plumbing Rehab. (Hicks)

BACKGROUND:

Initiated by: Becky Hicks

The project was approved in FY2026. ITB-26-011 was awarded to White Rock Construction & Services Inc. in the amount of \$139,030.83. We received a change order from the vendor on 8/17/2026 in the amount of \$74,510.84. According to the vendor, these are items that must be done to complete the project but that were not included in the original scope of work on the ITB. Mac Rogers has reviewed and approved the change order.

FINANCIAL CONSIDERATION

Financial Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: n/a

Expense: 26104511-817503 (Capital Outlay - Building Improvements) — \$74,510.84

LEGAL REVIEW:

No legal review necessary at this time.

BOARD AND COMMITTEE ACTION:

Consider recommending to full Council a capital budget amendment in the amount of \$74,510.84 to cover Change Order #1 from White Rock Construction & Services Inc.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Change Order #1

White Rock Construction & Services Inc.

306 1/2 N Richardson Ave

Roswell, NM 88201 US

5759104338

Ben@WRconst.net

**ADDRESS**

City of Roswell

SHIP TO

Transit Building Restrooms

CHANGE ORDER 1

515 N Mian St

Roswell, NM 88201

Estimate 2026-108**DATE** 08/17/2026

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	White Rock Construction & Services, Inc	Scope of work: Remove and replace the west wall and the ceiling in the men's restroom. Remove and replace a 2' wide X 40' long section of asphalt in the parking area and remove and replace a 2' X 2' section of concrete in the new janitor sink location. Excludes: Removing and replacing of any other walls. Qualifications: The wall and the ceiling will be framed back with metal studs. Drywall will be 5/8" drywall.	1	0.00	0.00T
	electrical	Scope of work: Remove duplex receptacle and handy box. Install a deep 4sq and a GFCI outlet with a raised surface cover. Excludes: New circuit. Relocating outlet.	1		0.00T

DATE	DESCRIPTION	QTY	RATE	AMOUNT
Plumbing	Scope of work: Demo existing venting and water lines behind chase to make room for new installation. Install new underground line to feed the two lavatories, 2 urinals. 2 floor drains and 4 toilets. PVC pipe and fittings. Run new domestic water line from existing 2" drop, install new isolation valve and shock arrestors. Copper pipe and fittings for new water service lines. Run 4" sewer line for second story to exterior wall, drop down wall and exit building to new 4" main in parking area. Re locate mop sink to exterior wall in janitors' closet, move water across ceiling and route to new faucet. Excludes: Sink in the break area.	1		0.00T
Engineering Fees	Redesign the existing plans to only reflect the scope of work for the restroom remodel.	1	0.00	0.00T

DATE	DESCRIPTION	QTY	RATE	AMOUNT
project labor	White Rock Construction: Restroom Scope increase of \$3,388.35 Sewer Line Scope increase of \$5,200.73 Water Line Scope increase of \$630.39 J&S Mechanical and Plumbing: Restroom Scope increase \$1,188.69 Sewer Line Scope increase \$1,404.81 Water Line Scope increase \$778.05 River Flooring: Increase of \$3,175.00	1	15,766.02	15,766.02T
Bid Lot		1	53,052.94	53,052.94T
SUBTOTAL				68,818.96
TAX				5,691.88
TOTAL				\$74,510.84

Accepted By

Accepted Date

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Finance Committee

15.

Meeting Date: 10/01/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

ACTION REQUESTED:

Consider recommending the adoption of Resolution 26-XX approving a budget adjustment for the fiscal year ending June 30, 2027. (Gomez)

BACKGROUND:

Initiated by: Toni Gomez

The New Mexico Department of Finance Administration (DFA) requires governing body approval for any budget adjustment that increases or decreases revenue or expenditures in the approved budget. The Finance Department is requesting approval of a budget adjustment, as summarized in Exhibit "A", to align the City's FY20206-2027 budget with current funding allocations. These adjustments include updates to various grants, transfers, and departmental budgets.

FINANCIAL CONSIDERATION:

Financial Impact (Revenue & Expense): Budget adjustments are reflected across multiple funds and departments as detailed in Exhibit "A". The total impact of these adjustments is summarized below:

Revenue: \$18,243,869.24

Expenses: \$18,753,860.08

LEGAL REVIEW:

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

BOARD AND COMMITTEE ACTION:

Consider recommending the adoption of Resolution 26-XX approving a budget adjustment for the fiscal year ending June 30, 2027.

STAFF RECOMMENDATION:

Staff recommends adopting Resolution 26-XX to approve a budget adjustment for the fiscal year ending June 30, 2027.

Attachments

Exhibit A
Resolution 26-XX

City of Roswell
Budget Adjustment
October 2026

Fund	Department		Category (Revenue/Expense)	Description	Proposed Adjustment (+/-)
2690	Zoo Donations	2690-486410	Revenue	Zoo Donation - Crossman Donation	25,000.00
2603	FEMA	2603-482100	Revenue	NMFA Loan - FEMA Flood Projects NMFA Loan PPRF-7035	18,218,869.24
					18,243,869.24
2690	Zoo Donations	26906230-792200	Expense	Zoo Donation - Crossman Donation	25,000.00
2610	Transit	26104511-817503	Expense	Capital Outlay-Building/Improvement - White Rock Construction POCO #1 - Transit Bathroom Remodel	74,510.84
1101	Police	11014111-817506	Expense	Capital Outlay-Vehicles - 2022 Ford F600 Purchased By NMSIF	435,480.00
2603	FEMA	26033005-817504	Expense	Capital Outlay-Infrastructure - FEMA Project 950946 Spring & Hondo Riverbank Slopes NMFA Loan PPRF-7035	8,414,905.50
2603	FEMA	26033005-817504	Expense	Capital Outlay-Infrastructure - FEMA Project 951173 Walking & Bike Trails NMFA Loan PPRF-7035	1,522,283.25
2603	FEMA	26033005-817503	Expense	Capital Outlay-Building/Improvement - FEMA Project 806261 Convention & Civic Center Damages NMFA Loan PPRF-7035	4,916,117.42
2603	FEMA	26033005-817503	Expense	Capital Outlay-Building/Improvement - FEMA Project 806258 Roswell Adult Center Replacement NMFA Loan PPRF-7035	974,217.30
2603	FEMA	26033005-817508	Expense	Capital Outlay-Land Improvement - FEMA Project 951175 Spring River Golf Course Damages NMFA Loan PPRF-7035	550,133.00
2603	FEMA	26033005-817508	Expense	Capital Outlay-Land Improvement - FEMA Project 950953 Parks & Recreation River Fencing Damages NMFA Loan PPRF-7035	896,780.77
2603	FEMA	26033005-817508	Expense	Capital Outlay-Land Improvement - FEMA Project 950922 Parking Lot Repairs NMFA Loan PPRF-7035	944,432.00
5200	SW Collections	52004341-817505	Expense	Capital Outlay-Equipment - Reallocation of funds	(513,667.00)
5200	SW Collections	52004341-614012	Expense	M&R-Vehicle - Rebuild Two Trucks	200,000.00
5200	SW Collections	52004341-735613	Expense	Material-3 Yard Metal Container - Purchase 40 6-yard & 9 8-yard Front Load Containers	64,499.00
5201	Landfill	52014342-817504	Expense	Capital Outlay-Infrastructure - Concrete Pad for Sideloader Parking	249,168.00
					18,753,860.08
5200	SW Collections	5200-965201	Transfer Out	Increase transfer out for reallocation of funds from sanitation	-249,168.00
5201	Landfill	5201-955200	Transfer In	Increase transfer in for reallocation of funds from sanitation	249,168.00
					0.00

RESOLUTION 26-XX

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO, AMENDING THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2027, 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 2026-2027, ending June 30, 2027; and

WHEREAS, the City of Roswell desires to amend said budget for \$18,243,869.24 in revenues and \$18,753,860.08 in expenses, detailed in Exhibit A and summarized below:

- Various Funds: Revenues \$18,243,869.24 and Expenses \$18,753,860.08

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 2026-2027.

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

PASSED, ADOPTED, SIGNED, and APPROVED the 8th day of October 2026.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Approval of Minutes 16.

Finance Committee

Meeting Date: 10/01/2026

COMMITTEE: Finance

CONTACT: Tammi Smith

CHAIR: Kurt Gass

DEPARTMENT NAME:

Consider approval of the Regular Finance Committee Minutes of September 03, 2026.

Attachments

Draft of Minutes

**Regular Meeting of the Finance Committee
City Hall – Mike Mathews Conference Room
425 N. Richardson Ave.
Thursday, September 3, 2026, at 2:00 PM**

Notice of this meeting was given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 26-12.

ROLL CALL

This meeting convened at 2:01 PM with Councilor Gass presiding. Councilor Heldenbrand, Councilor Johnson, Councilor Armstrong, and Councilor Halvorson were present.

An invocation was given by Councilor Gass.

STAFF PRESENT

Mac Rogers, Toni Gomez, Tammi Smith, Mike Taylor, Alberto Aldana, Caroline Brooks, Hess Yntema, Justin Jones, Jim Burrell, Ted Garcia, Angela Garcia, Amalia Martinez, Mayor Timothy Z. Jennings, James MacCornack, Debbie Reyer, Abraham Chaparro, Enid Costley, Josh Nairn-Mahan, Amanda Dickerson, TJ Conyers, Becky Hicks, Chris Moore, Ray Mendoza, and Ron Garcia.

GUESTS PRESENT

Rita Kane-Doerhoefer, Richard McKinley, Councilor Arnold, Councilor Corn, and Judy Scharmer

GUESTS ONLINE

Ben, (19) guests, HH, Lanie Pantuso, PA, Roswell infrastructure, SU, T, VB, Vicki, VRV, and VS.

APPROVAL OF AGENDA

Councilor Heldenbrand made a motion to approve the agenda. Councilor Halvorson seconded the motion. The motion passed 5-0.

NON-ACTION ITEMS

1. Golf July Report – The Committee reviewed the July Golf Report. A question was raised regarding information contained in the report that appeared to be incorrect. Staff acknowledged the discrepancy and indicated it would be addressed.
2. Roswell Visitor Center – The Committee reviewed the July Visitor Center Report. No questions or additional discussion were presented
3. Public Affairs – The Committee reviewed the Public Affairs Report. Staff explained that a recent photo shoot was conducted to update photographs used for tourism marketing. No additional discussion was presented.

4. Museum Monthly Report – The Committee discussed the status of relocating the Museum to the Air Center and was advised that the move is currently paused due to delays obtaining parts for the fire suppression system. Staff also reported that a tentative offer had been received regarding the Museum's current building and, if appropriate after review, would be brought to the City Council for consideration. The current Museum location remains available, although staff continues to evaluate more cost-effective long-term options.

Staff noted that rent at the current location is presently being reimbursed through insurance. The Committee was also advised that Museum Day will be held October 3, 2026, with free admission to participating area museums; the Roswell Museum will participate at 400 Penn Plaza.

5. Roswell Public Library – Staff reported unexpected expenses resulting from two power outages and changes to fire and alarm inspection requirements. Discussion included a future request to direct Library fines and fees, which currently go to the General Fund, back to the library to help fund required inspections. Staff reported approximately \$11,000 in fines and fees collected last year, approximately \$9,000 the prior year, and slightly more than \$2,000 collected so far this year.

Staff also provided an update on the library improvement project, stating that decking work was underway, materials had been ordered, and the project was progressing without significant issues. The two power outages were unrelated to the construction project but resulted in damage to lighting and the fire alarm system.

6. Lodgers Tax – The Committee discussed differences between the occupancy information reported for branded hotels and the City's broader lodging data, which also includes available short-term rental information. Staff explained that the broader report likely provides a more accurate overall picture, although not all short-term rentals are captured.

Discussion also addressed hotels and short-term rentals that are not reporting Lodgers' Tax or maintaining required business licenses. Staff advised that the city is pursuing compliance and is still seeking an outside auditor to perform a previously budgeted review. The Committee requested that a discussion regarding past-due Lodgers' Tax and related business-license issues be placed on a future Legal Committee agenda.

7. Cannabis Excise Tax / Gross Receipts Tax – Staff reported that August revenues were above budget for both Cannabis Excise Tax and Gross Receipts Tax. Gross Receipts Tax collections were approximately \$5.7 million compared with a budget of approximately \$5.4 million, resulting in a positive variance of approximately \$291,000.

Staff also advised that an ambulance billing report is expected at the next meeting. Preliminary information indicated collections were performing ahead of expectations and potentially approximately 25% above the amount budgeted, and Committee members commented positively on the new ambulance service.

8. Study options/possibilities for the City to create an internal LEDA Fund – Councilor Arnold requested discussion regarding the possibility of establishing a locally funded Local Economic Development Act (LEDA) program to support economic development and job creation. Staff explained that the City may establish its own LEDA funding mechanism and dedicate City revenues to eligible economic development projects.

Discussion included whether City revenues, including Cannabis Excise Tax revenue, could be set aside over time for economic development purposes versus continuing to rely on State LEDA funding and the Roswell-Chaves County Economic Development Corporation. Members also discussed the importance of attracting higher-wage employers, particularly at the Roswell Air Center, expanding available hangar space, and considering incentives that could encourage businesses to locate or expand in Roswell.

The Committee further discussed the importance of broader community development, including family-oriented activities and amenities that could assist with attracting and retaining businesses and employees.

9. Internal Auditor Discussions – Internal Auditor Judy Scharmer presented the results of her review of the June 24, 2026, telephone-based fraud incident involving an individual impersonating a representative of Pioneer Bank. The incident resulted in two unauthorized ACH transactions totaling \$375,000; \$25,000 had been recovered, leaving \$350,000 unrecovered at the time of the meeting.

The Internal Auditor reviewed corrective actions already implemented by the City, including dual approval of ACH transactions, consolidation of the City's bank accounts from thirteen to four, implementation of positive pay, and adoption of a Banking Verification and Suspected Fraud Response Protocol. The protocol prohibits employees from providing or entering usernames, passwords, authentication codes, or tokens at the direction of anyone over the telephone.

The Internal Auditor reported that substantial corrective action had been completed, with employee training and confirmation of debit-block settings on all four bank accounts remaining to be finalized. The unrecovered funds continue to be tracked, and banking and law-enforcement investigations remain ongoing.

FLOOD DISASTER UPDATES

10. Flood Disaster Updates – Staff reported that the city has more than \$67 million in FEMA claims approved to date. Remaining items include two street projects awaiting FHWA classification, a citywide contents claim completing administrative review, the firearms claim, a landfill project awaiting approval of certain state emergency expenditures, and the Museum substantial-damage claim. The city also received just over \$1 million in state reimbursement for sewer repairs during the month, bringing total state reimbursements received to approximately \$7.3 million.

Staff reported that the city is pursuing CDBG-DR funding for four projects: the local share of river-channel repairs, the local share of walking-trail repairs, the Brasher Road detention structure, and Air Center perimeter-road reconstruction and flood drainage. A required resolution associated with the applications was expected to be presented to the City Council the following week.

Staff also reported that the City's GRT bond pricing resulted in an all-in rate of approximately 4.15%, with approximately \$24 million in bond proceeds expected to become available for flood-related repair work. Refinancing of the smart-meter bonds was projected to result in approximately \$703,670 in present-value savings.

Discussion included the State revolving-loan program and funding previously approved for design and construction of the Adult Center project. Staff discussed delays in the State's processing and disbursement of awarded funds.

The Committee also discussed options for repairing or mitigating the Convention Center, including the FEMA substantial-damage threshold, future flood risk, insurance requirements and costs, and the City's remaining debt on the facility. Members emphasized the importance of restoring a large community event space while considering the financial and flood-related risks of rebuilding at the existing location.

ACTION ITEMS

11. Consider recommending for approval of a budget adjustment in the amount of \$55,757.83 and approval to purchase a new septic system from TLC for the amount of \$105,757.83 utilizing state contract 30-00000-23-00084BA. Presented by Abraham Chaparro.

Currently, the septic system at the landfill needs to be pumped almost every month to keep it from backing up into the building. This is a significant health and safety hazard.

City Council approved \$50,000 in the FY27 budget for the Solid Waste Department to

replace its septic system. After talking with other contractors and getting quotes, we found TLC, which has a state pricing agreement 30-00000-23-00084BA. Staff explained that the existing septic system at the landfill requires frequent pumping to prevent sewage from backing up into the building, creating a health and safety concern. The city budgeted \$50,000 in FY27 to replace the system; however, under the available State pricing agreement with TLC, the cost is \$105,757.83, requiring an additional budget adjustment of \$55,757.83.

The Committee clarified that the additional funding would come from the Solid Waste enterprise fund rather than the General Fund.

Councilor Heldenbrand made a motion recommending approval of a budget adjustment in the amount of \$55,757.83 and approval to purchase a new septic system from TLC for the amount of \$105,757.83 utilizing state contract 30-00000-23-00084BA to the consent agenda. Councilor Halvorson seconded the motion. The motion passed 5-0.

12. Consider recommending to full Council adoption of Resolution 26-XX to dispose of certain surplus property listed on the attachment. Presented by Becky Hicks.

This request covers old/obsolete equipment and vehicles currently owned by the City of Roswell.

These items are in a state of disrepair and/or repair costs would exceed the value of the item and/or they have exceeded their life expectancy.

Staff presented a list of obsolete and surplus City property proposed for disposal. The Committee asked for clarification on several listed items, including a 2016 vehicle and peafowl/chicks from the Zoo, and staff provided additional information.

Councilor Johnson made a motion recommending the adoption of Resolution 26-XX to dispose of certain surplus property listed on the attachment to the consent agenda. Councilor Armstrong seconded the motion. The motion passed 5-0.

13. Consider recommending approval of a budget adjustment in the amount of \$2,000,000 and approval to purchase FEMA claims consulting from DRS, Disaster Recovery Services. Presented by Mac Rogers.

This item is requesting a budget adjustment and approval of the Letter of Engagement for DRS, Disaster Recovery Services, for phase III FEMA claims recovery consulting. This is a multi-year agreement extending through December 2027 in the amount of \$2,000,000. These Services will be procured through HGAC Contract #HP08-21. The first phase of the DRS services was provided through a grant from SENMEDD, and City Council approved Phase II on May 8th, 2025. All of the Services for Phase II have been approved by FEMA and we expect to receive reimbursement for these services soon. Category Z management costs are the only damages eligible for 100% reimbursement by FEMA, making this item revenue neutral. DRS has an in-depth understanding of the

City's damages and has played a critical role in helping the city secure funding from FEMA's public assistance program.

Staff explained that Phase II of the Disaster Recovery Services (DRS) agreement was approved by City Council in May 2025 and that the related expenses have been approved by FEMA for reimbursement. State reimbursement has been delayed but is expected to be received. Staff discussed the importance of DRS in assisting the City with FEMA recovery, including navigating insurance proceeds, NFIP requirements, relocation of property within special flood hazard areas, and the FEMA claims process.

The proposed \$2 million agreement would continue DRS FEMA claims consulting services through Phase III. Staff noted that FEMA disaster closeout is a multi-year process and that DRS would continue assisting with claims management, closeout, and audit-related matters.

Councilor Halvorson made a motion recommending approval of a budget adjustment in the amount of \$2,000,000 and approval to purchase FEMA claims consulting from DRS, Disaster Recovery Services to the consent agenda. Councilor Johnson seconded the motion. The motion passed 5-0.

14. Consider adoption of Resolution 26-XX Roswell Transit FY2028 Financial Commitment.
Presented by Becky Hicks.

On August 17, 2028, the NMDOT opened the Transit Section 5311 grant application for FY2028. The application process includes a Resolution from the governing body of the City of Roswell for financial support. The application is due by October 2, 2026. Due to this unusual timeline, we were unable to present the request to Infrastructure Committee prior to Finance and City Council. This Resolution is required by NMDOT every year.

Staff explained that NMDOT requires the city to submit its FY2028 funding request in advance of the City's normal budget process. The information provided included prior expenditures, anticipated FY2026 expenditures, the FY2027 award, the FY2028 request, and the current bus inventory. The FY2028 request includes four replacement vehicles consisting of two vans and two buses. Staff clarified that adoption of the resolution does not obligate the city to the FY2028 budget, which will still be considered through the City's regular budget process.

The Committee also discussed transit service and safety concerns associated with the Walmart bus stop. Staff explained that an attempt had been made to relocate the stop during construction, but an alternate location was not approved by Walmart. The Committee requested that staff develop a revised plan for safe bus and pedestrian access at Walmart and bring the matter back to the Finance Committee the following month.

Councilor Halvorson made a motion to recommend the adoption of Resolution 26-XX, Roswell Transit FY2028 Financial Commitment, to the consent agenda. Councilor Heldenbrand seconded the motion. The motion passed 5-0.

15. Recommend Resolution 26-XX Regarding A New Multi-Generational Area, the Spring River Zoo, Roswell Adult Center, and Peppermint Park. Presented by Hess Yntema.

This resolution would provide direction to wind down operations of the Spring River Zoo by the end of FY27. In its place, the City Manager is instructed to provide a plan to the Governing Body for replacement of the Roswell Adult Center and other facilities at the location of the Spring River Zoo and old Peppermint Park utilizing available FEMA, state revolving loan funds, and Flood Bond funds, as necessary, for the betterment of Roswell consistent with, but not bound by the attached map.

The Committee discussed the proposed resolution and the future of the Spring River Zoo. Staff discussed reduced staffing levels and operational challenges at the Zoo and expressed concern regarding the ability of current staffing levels to safely maintain existing operations. Staff suggested reducing the number of animals while potentially retaining a smaller petting-zoo-type component that would continue to provide an opportunity for children to see animals and allow existing zookeeper positions to be maintained.

Discussion also addressed the age of the Zoo's animal population, with a committee member reporting that the majority of the animals are geriatric. Members discussed the possibility of reducing or closing Zoo operations as part of the broader redevelopment of the area for the Adult Center and other community uses.

No action was taken due to the lack of a motion.

16. Consider recommending the adoption of Resolution 26-XX for disclosing unauthorized disbursements and corrective action. Presented by Councilor Gass.

As of August 31, 2026, the City of Roswell has experienced a loss of \$350,000 resulting from a fraudulent withdrawal from the City's banking accounts. The matter has been reported to local, state, and federal law enforcement authorities for investigation and possible recovery of the funds. The investigation remains ongoing, and at this preliminary stage, there is no indication of criminal wrongdoing by City personnel.

Resolution No. 26-XX formally discloses the loss and directs the Finance Department and Office of the City Treasurer to coordinate with the City's External Auditors and Internal Auditor to develop and approve a comprehensive Banking Verification and Suspected Fraud Response Protocol. The protocol will include an Immediate Incident Checklist and Institutional Escalation Contacts and Procedures. All affected employees will be formally trained on the adopted protocol.

Following the earlier Internal Auditor discussion, the Committee considered the resolution formally disclosing the \$350,000 unrecovered unauthorized disbursement and directing corrective action. The resolution incorporates the corrective measures discussed by the Internal Auditor and directs implementation of the Banking Verification and Suspected Fraud Response Protocol and related employee training.

Councilor Johnson made a motion to recommend the adoption of Resolution 26-XX for disclosing unauthorized disbursements and corrective action to the consent agenda. Councilor Halvorson seconded the motion. The motion passed 5-0.

17. Consider recommending the adoption of Resolution 26-XX approving a budget adjustment for the fiscal year ending June 30, 2027. Presented by Toni Gomez.

The New Mexico Department of Finance Administration (DFA) requires governing body approval for any budget adjustment that increases or decreases revenue or expenditures in the approved budget. The Finance Department is requesting approval of a budget adjustment, as summarized in Exhibit "A", to align the City's FY2026-2027 budget with current funding allocations. These adjustments include updates to various grants, transfers, and departmental budgets.

Staff presented an amended budget adjustment and explained that an expense approved at the Special City Council meeting for a TANA Shark DT Waste Shredder in the amount of \$1,248,845.90 had inadvertently been omitted from the version included with the agenda. The amendment did not change the \$2 million revenue adjustment but increased the total expenditure adjustment to \$3,661,090.88; transfers remained net zero. The Committee considered the resolution as amended.

Councilor Armstrong made a motion to recommend the adoption of Resolution 26-XX approving a budget adjustment for the fiscal year ending June 30, 2027, as amended, to the consent agenda. Councilor Halvorson seconded the motion. The motion passed 5-0.

18. Consider approval of the August 10, 2026, Regular Finance Committee Minutes.

Councilor Johnson made a motion to approve the August 10, 2026, Regular Finance Committee Minutes. Councilor Heldenbrand seconded the motion. The motion passed 3-0, with Councilor Halvorson and Councilor Armstrong abstaining.

PUBLIC PARTICIPATION

None

ADJOURN

The meeting adjourned at 3:32 PM.