LEGAL COMMITTEE MEETING AGENDA

Thursday, JULY 23, 2026 AT 2:00 P.M.
City Hall - Mike Mathews Conference Room
425 N. Richardson Ave., Roswell, New Mexico 88201

Chair: Will Cavin
Vice Chair: Cristina Arnold
Members: Juan Oropesa
Ed Heldenbrand
Angela Moore
Staff Liaison: C. Josh Nairn-Mahan

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. June 25, 2026 Legal Committee Minutes

NON-ACTION ITEMS

2. Community Development

3. June Clerks Monthly Report

4. Legal Committee Report

5. HR Monthly Report

6. Safety July Report

REGULAR ITEMS

7. Consider recommending approval to advertise for a public hearing for Ordinance 26-08: An Ordinance to amend fines and penalties throughout City of Roswell's Code of Ordinances. (Cavin)

8. Consider recommending for approval to advertise for a public hearing for Ordinance 26-XX authorizing to adopt a local economic development act local option Gross Tax Receipts.

9. Consider recommending approval of Resolution 26-XX: A Resolution to put a one-fourth of one percent local economic development act local option Gross Receipts Tax on the November 3, 2026 ballot.

10. Resolution 26-XX: consider recommending adoption of Resolution 26-XX shall require the removal or demolition of two (2) dilapidated structures. (Toby Franco)

TABLED ITEMS

11. Consider recommending approval of Resolution 26-XX; the Keep Roswell Beautiful Resolution (Nairn-Mahan)

12. Consider recommending approval to advertise for a public hearing for Ordinance 26-XX: An Ordinance to amend Chapter 2 of the Administrative Code related to City Council compensation structure. (Arnold)

13. 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)

CHAIR COMMENTS, REPORTS, ANNOUNCEMENTS

PUBLIC PARTICIPATION

ADJOURN

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1975 and Resolution 26-12.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats, please contact the City Clerk at 575-624-6700. Printed and posted: Monday, July 20, 2026.

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ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Approval of Minutes 1.

Legal Committee
Meeting Date: 07/23/2026
COMMITTEE: Legal
CONTACT: C. Josh Nairn-Mahan **CHAIR:** Will Cavin

DEPARTMENT NAME:
June 25, 2026 Legal Committee Minutes

Attachments

Drafted Minutes

Regular Meeting of the Legal Committee
Held at City Hall, Mike Mathews Conference Room
Thursday June 25, 2026

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

ROLL CALL

The meeting convened at 2:00 p.m. with Chair Cavin presiding, Vice Chair Arnold, Councilor Heldenbrand, and Councilor Oropesa present.

Staff present: Amalia Martinez, Angela Garcia, Omarr Mendoza, Omar Gonzalez, Jessica Vickers, Michelle Sanchez, Clint Caldwell, Debbie Reyer, Toby Franco, Ron Garcia, Shelly Bell, Jordon Isley, Michael Vickers, Merideth Hildreth, Vicky Eaton, Shawna Van Dyke.

Guests present: Rita Kane Doerhoefer, Julius Smith, Diane Taylor, Judy Scharmer, Darrell Johnson and Julie Seilier.

Public present via GoToMeeting: 12 guests, Abraham Chaparro, Rick, TV, VB, Victoria Chavez with Able City, Viviana Fernandez, VRV, Vanessa Sanchez and Zachary Scott.

APPROVAL OF AGENDA

Councilor Arnold made a motion to amend the agenda by removing Item 8. Councilor Oropesa seconded the motion. A voice vote was taken, and the motion passed unanimously, 5-0.

FOR THE RECORD: Councilor Moore joined the meeting in person at 2:02 p.m.

APPROVAL OF MINUTES

Councilor Oropesa moved to approve the May 28, 2026 minutes as presented. Councilor Arnold was the second. A voice vote was taken, and the motion passed unanimously, 5-0.

NON-ACTION ITEMS

1. Community Development Monthly Report
2. Human Resources Department Monthly Report
3. Clerks Monthly Report
4. Legal Department Monthly Report
5. Safety Department Monthly Report

REGULAR ITEMS

7. **Consider recommending approval of Resolution 26-XX which shall require the removal or demolition of four (4) dilapidated structures.** The item was presented by: Toby Franco.

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Councilor Heldenbrand made a motion to recommend adoption of Resolution 26-XX which shall require the removal of demolition of four (4) dilapidated structures to the City Council, for placement on the Consent Agenda. Councilor Moore seconded the motion. A voice vote was taken, and the motion passed unanimously, 5–0.

9. **Consider recommending approval of Reno Air Racing Association Inc to enter into a 1-year lease beginning July 1, 2026, and ending June 30, 2027, for building 100 at the Roswell Air Center.** The item was presented by: Michelle Sanchez.

   Councilor Moore made a motion to recommend approval for Reno Air Racing Association Inc to enter into a 1-year lease beginning July 1, 2026, and ending June 30, 2027, for building 100 at the Roswell Air Center to the City Council, for placement on the Consent Agenda. Chair Cavin opened the item for questions, and discussion was held regarding abatement during the lease term. In light of the questions raised and to allow the full City Council the opportunity to fully consider the lease and abatement details, Councilor Moore amended her motion to recommend approval for Reno Air Racing Association Inc to enter into a 1-year lease beginning July 1, 2026, and ending June 30, 2027, for building 100 at the Roswell Air Center to Full City Council. Chair Cavin seconded the motion. Voice vote was taken. The motion passed unanimously 5-0.

   FOR THE RECORD: Councilor Oropesa stated that if any member objects to placing an item on the Consent Agenda, a single "no" vote should remove the item from the Consent Agenda.

10. **Consider recommending approval to advertise for a public hearing for Ordinance 26-XX: An Ordinance to amend Chapter 2 of the Administrative Code related to City Council compensation structure.** The item was presented by: Councilor Arnold.

    Councilor Arnold made a motion to table recommending approval to advertise for a public hearing for Ordinance 26-XX: An ordinance to amend Chapter 2 of the Administrative Code related to City Council compensation structure, to allow City Administration time to conduct a comparative study. Councilor Moore seconded the motion. Voice vote was taken. The motion passed unanimously 5-0.

TABLED ITEMS

11. **Consider recommending approval of Resolution 26-XX and adopting the 2026 City of Roswell Comprehensive Master Plan as the official planning guide to replace the 2016 Comprehensive Master Plan for the City of Roswell, New Mexico.** The item was presented by: Merideth Hildreth.

    Councilor Arnold made a motion to remove the item from the table. Victoria Chavez with Able City was available via GoToMeeting for any questions. None were presented. Councilor Heldenbrand made a motion to recommend approval of Resolution 26-XX and adopting the 2026 City of Roswell Comprehensive Master Plan as the official

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planning guide to replace the 2016 Comprehensive Master Plan for the City of Roswell, New Mexico to Full City Council. Councilor Arnold seconded the motion. Voice vote was taken. The motion passed unanimously 5-0.

12. **Consider recommending approval of Resolution 26-XX: The Keep Roswell Beautiful Resolution.**

    The item remained on the table.

13. **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.**

    The item remained on the table.

14. **Consider recommending approval to advertise for a public hearing for Ordinance 26-04: An Ordinance amending the City of Roswell's Purchasing Procedures.** The item was presented by: Josh Nairn-Mahan.

    Councilor Heldenbrand made a motion to remove the item from the table. Discussion was held to amend the Procedures as follows:

    - Section 2-146(b), line 2: After the semicolon shall be inserted "when within budget". The amount $250,000 shall read $125,000 and the amount $500,000 shall read $250,000.
    - Section 2-146(c): The same amendments to the numerical amounts are adopted as in subsection (b).
    - Section 2-146(f), The same amendments to the numerical amounts are adopted as in subsection (b).
    - Section 2-146(d), line 2: The amount $50,000 is amended to $60,000.

    The motion passed 4-1, with Councilor Oropesa opposed. Councilor Arnold then made a motion to consider recommending approval to advertise for a public hearing for Ordinance 26-04: An Ordinance amending the City of Roswell's Purchasing Procedures as amended, to Finance Committee. Councilor Moore seconded the motion. A voice vote was taken. The motion passed unanimously 5-0.

15. **Consider recommending to City Council for ratification of the Procurement Policy.** The item was presented by: Josh Nairn-Mahan.

    Councilor Moore made a motion to remove the item from the table. Discussion was had to amend the Policy. Its dollar amounts are to be consistent with the Ordinance. Councilor Arnold made a motion to send to City Council for ratification of the

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Procurement Policy as amended. Councilor Moore seconded the motion. Voice vote was taken. The motion passed 5-0.

CHAIR COMMENTS, REPORTS, ANNOUNCEMENTS

NONE

PUBLIC PARTICIPATION

Julius Smith addressed the Legal Committee and stated that he had voted to increase Councilor compensation to $21,000. He posed additional questions to be addressed at a later time.

ADJOURN

The meeting adjourned at 4:01 p.m.

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ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 2.

Legal Committee
Meeting Date: 07/23/2026
COMMITTEE: Legal
CONTACT: N/A **CHAIR:** N/A

DEPARTMENT NAME:
Community Development

Attachments

CDC Monthly June 2026
Community Development Mileage Report

CITY OF ROSWELL
COMMUNITY DEVELOPMENT CENTER
Month: June 2026

CODE ENFORCEMENT	This Month	This Month 2025	YTD*	2025 YTD*
Notices Mailed	**667**	659	**7,455**	6,841
Voluntary Compliance	**343**	227	**3,608**	3,286
No. of Cases Filed in Municipal Court	**16**	6	**162**	110
No. Cases Dismissed by Officer	**5**	0	**71**	19
Resolution	**24**	37	**323**	200
Weeds	**507**	431	**4,761**	3,956
Inoperable Vehicles	**18**	22	**329**	513
Litter	**70**	29	**561**	642
Unsanitary Premises	**26**	30	**540**	601
Signs	**3**	14	**152**	187
Zoning	**5**	9	**43**	21
Obstructions	**2**	15	**109**	94
Public Nuisances	**36**	109	**960**	819
Garage Sales No permit	**0**	0	**0**	8

BUSINESS LICENSES	This Month	This Month 2025	YTD*	2025 YTD*
Total Licenses Issued	**257**	262	**1,793**	2,114
Renewed Licenses	**200**	161	**1,297**	1,551
New Licenses	**24**	45	**290**	314
Temporary Permits Issued	**33**	56	**206**	249
Receipts	**$11,543.00**	$10,580.00	**$85,697.00**	$91,512.00

*Figures calculated to reflect FYTD

BUILDING INSPECTIONS	This Month	Permits Applied This Month 2025 & Fees Collected	Permits Applied YTD*	Permits Applied 2025 YTD*
Residential-New	**2**	3	**50**	46
Residential - Other	**33**	46	**312**	507
Commercial-New	**0**	0	**5**	7
Commercial - Other	**9**	10	**105**	124
Total Permits Issued	**44**	59	**472**	684
Total Fees Collected	**$18,824.70**	$14,494.00	**$345,390.80**	$283,458.27

PLUMBING/MECH INSPECTIONS	This Month	Permits Applied This Month 2025	Permits Applied YTD*	Permits Applied 2025 YTD*
Plumbing & Mechanical Permits—Residential	**50**	32	**579**	541
Plumbing & Mechanical Permits—Commercial	**7**	3	**120**	167
Total Permits Issued	**57**	35	**699**	708
Total Fees Collected	**$3,341.00**	$1,394.50	**$37,669.00**	$33,792.50

ELECTRICAL INSPECTIONS	This Month	Permits Applied This Month 2025	Permits Applied YTD*	Permits Applied 2025 YTD*
Electric Permits—Residential	**0**	26	**158**	372
Electric Permits—Commercial	**0**	5	**87**	113
Total Permits Issued	**0**	31	**245**	485
Total Fees Collected	**$0**	$2,660.00	**$26,312.50**	$46,323.26

*Figures calculated to reflect FYTD
-

Community Development Mileage

June 2026

Employee Name	Unit #	Vehicle	VIN last 5 #'s	Last Month Mileage Reading	Current Mileage Reading	Mileage Used for the Month
Miller Butts	573	2012 Dodge Ram 1500	31401	108,856	109,314	458
Building Insp. (Vacant)	570	2011 Ford Ranger	10856	84,254	84,254	0
Gus Garcia	565	2004 Ford F-150	27032	142,949	143,508	559
Electrical Insp.(Vacant)		2013 Dodge Ram 1500	63019	126,276	In Shop	0
Toby Franco		2014 Chevrolet Tahoe 2WD	108708	90,319	90,651	332
Rick Medrano	567	2008 Ford F-150	42918	127,400	127,851	451
Moe Orona		2014 Dodge Charger	86724	108,988	109,364	376
Carlos Romero	568	2012 Ford F-150	#04054	83,119	83,352	233
Rick Rodriguez		2013 Ford F-150	83804	39,017	39,813	796
Ray Lujan	554	2019 Chevrolet Express Van	50096	69,747	69,766	19
Extra Back-up		2009 Chevrolet Silverado 1500	27777	175,777	175,777	0
Omarr Mendoza	796	2016 Ford Escape	32842	102,742	102,809	67

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 3.

Legal Committee
Meeting Date: 07/23/2026
COMMITTEE: Legal
CONTACT: C. Josh Nairn-Mahan **CHAIR:** Will Cavin

DEPARTMENT NAME:
June Clerks Monthly Report

Attachments

June Clerks Monthly Report

ROSWELL
New Mexico

City Clerk

June 2026 Monthly Report – City Clerk's Office

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

- Process incoming and outgoing mail for the city
- Schedule conference rooms in City Hall
- Request to activate/deactivate alarm codes for exit or new employees
- Field and answer all calls/questions from staff
- Attend City Council meetings and various standing committee meetings
- Review and post all committee meeting agendas. Publish approved meeting minutes. Draft minutes and various cancellations for the following committees:

    - Airport Advisory Board
    - Cemetery Commission on Aging
    - Commission of Aging
    - Flood Task Force
    - Keep Roswell Beautiful
    - Occupancy Tax Board
    - Parks and Recreation
    - Pecos Valley Regional Communication Center
    - Planning & Zoning
    - Roswell Museum BOT
    - Roswell Public Library

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

Department (June 15, 2026 – July 13, 2026)	**New**
City Clerk	36
Municipal Court	1
PVRCC (Chaves County Sheriff's Office)	4
Roswell PD	166

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ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 4.

Legal Committee
Meeting Date: 07/23/2026
COMMITTEE: Legal
CONTACT: C. Josh Nairn-Mahan **CHAIR:** Will Cavin

DEPARTMENT NAME:
Legal Committee Report

Attachments

July Monthly Numbers
Legal Communication

July 2026 Legal Committee Monthly Report

Document	Pending	Signed
Agreements	**8**	**4**
Renewals	1	4
Lease		
TCC Proposals		
Purchase Agreement	1	
Grant		1
MOU	3	
Total	13	9

ROSWELL
New Mexico

City Attorney

COMMUNICATION

July 23, 2026
From Josh Nairn-Mahan, City Attorney
To: Legal Committee Meeting

RE: Administratively Executed Settlements- June/July 2026

Mayor Pro Team and members of the Council,

I. Tort cases:
June/July 2026

Settled	Denied
Alan Reyes	Manuel Candelaria
Kayla Madrid	Juliette Adeyi & Tseboh Kangne
Felipe Carrera	

II. Municipal cases:
May/June 2026

Open	Dismissed	Sentenced
33	11	26

-

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ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 5.

Legal Committee
Meeting Date: 07/23/2026
COMMITTEE: Legal
CONTACT: C. Josh Nairn-Mahan **CHAIR:** Will Cavin

DEPARTMENT NAME:
HR Monthly Report

Attachments

HR Monthly Report
Personnel Monthly Changes
Employee Turnover Report

JULY 2026 HUMAN RESOURCES MONTHLY REPORT

For the month of June, the City hired 12 new employees, 2 promotions and 18 exits.

Our turnover rate for the month of June is 2.7% and for the year so far is 18.75%.

Our Vacancy Rate is 4.8%.

Payroll count for 06/12/2026 – 6/25/2026 was:

Total WC/ MIL LEAVE/no hours/ no monies employees- 3
Total paid employees -669

Total employees - 672

City of Roswell, NM

Personnel Changes for the Month of
JUNE 2026

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

	NEW HIRE				
	Date	Name	Position	Department	Status
1	6/1/2026	SHAWN BOGGS	CONSTRUCTION INSPECTOR	ENGINEERING	FT
2	6/1/2026	ALIYAH MORALES	RECREATION AIDE 1	RECREATION	PT
3	6/1/2026	VERONICA MIRELES	ADMIN ASSISTANT	POLICE	FT
4	6/1/2026	MYKAYA OLIVAS	EMERGENCY COMMUNICATIONS DISPATCHER	DISPATCH	FT
5	6/1/2026	STAR MURCH	EMERGENCY COMMUNICATIONS DISPATCHER	DISPATCH	FT
6	6/5/2026	MANUEL CARRILLO SUAREZ	LABORER	CEMETERY	TP
7	6/5/2026	JONATHAN FLORES	POLICE RECRUIT	POLICE	FT
8	6/12/2026	JUAN CARRETE	RECREATION AIDE 1	RECREATION	PT
9	6/12/2026	AUBRIE BOLANOS	RECREATION AIDE 1	RECREATION	PT
10	6/15/2026	THEODORO GARCIA	ASSISTANT CITY ATTORNEY	LEGAL	SL
11	6/19/2026	DEREK SCIFRES	EMT ADVANCED	PUBLIC SAFETY	FT
12	6/29/2026	PHILLIP WOOD	VEHICEL OPERATOR	TRANSIT	FT
	TRANSFERS				
	Date	Name	Position	Department	Status
1					
	PROMOTIONS				
	Date	Name	Position	Department	Status
1	6/12/26	ISRAEL ARCHULETA	W&S MAINTENANCE WORKER II	PUBLIC WORKS	FT
2	6/12/26	JADE DOZIER	HEAD LIFEGUARD	RECREATION	PT
	DEMOTIONS				
	Date	Name	Position	Department	Status
1					
	EXITS				
	Date	Name	Position	Department	Status
1	6/1/2026	MAYRA MENDEZ	EQUIPMENT OPERATOR	PUBLIC WORKS	FT
2	6/2/2026	PATRICK SILVAS	POLICE OFFICER 2	POLICE	FT
3	6/2/2026	FABIAN VIGIL	POLICE RECRUIT	POLICE	FT
4	6/2/2026	ODALIS CARRANZA	LIFE GUARD1	RECREATION	PT
5	6/5/2026	FELIX LOPEZ	GROUNDS MAINTENANCE WORKER	CEMETERY	FT
6	6/6/2026	BRYCE BENTON	EMT PARAMEDIC	PUBLIC SAFETY	FT
7	6/8/2026	PYPER JONES	EMT BASIC	PUBLIC SAFETY	FT
8	6/8/2026	MIGUEL TERAN ISLAS	POLICE RECRUIT	POLICE	FT
9	6/9/2026	SANTOS GAMBOA	FIRE LIEUTENANT 3	FIRE	FT
10	6/11/2026	JUSTIN SHOUFELT	VEHICLE OPERATOR	TRANSIT	FT
11	6/11/2026	ANTONIO MENDOZA	FIREFIGHTER 1	FIRE	FT
12	6/12/26	TYLER ANGELL	POLICE RECRUIT	POLICE	FT
13	6/15/26	ELLA SPAULDING	EMERGENCY COMMUNICATIONS DISPATCHER	DISPATCH	FT
14	6/23/26	AUDREY PERRY	LIFEGUARD 1	RECREATION	PT
15	6/26/26	MICHAEL GUTIERREZ	TRAINING SPECIALIST CDL	HUMAN RESOURCES	SR
16	6/26/26	RYAN ROMERO	EMS RECRUIT	PUBLIC SAFETY	FT
17	6/29/26	ESIDRO RAMIREZ	PARKS LABORER TEMP	PARKS	TP
18	6/30/26	BRODY PURCELL	LIFEGUARD 1	RECREATION	PT
	RETIREMENT				
	Date	Name	Position	Department	Status
1					

Employee Turnover

Period Start Date: 6/1/2026
Period End Date: 6/30/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
Location: 4011 ELECTED OFFICIALS		**11**	**11**	**0**	**0.00%**
1001	MAYOR	1	1	0	0.00%
1002	MAYOR PRO TEM	1	1	0	0.00%
1003	CITY COUNCILOR WARD 1	2	2	0	0.00%
1004	CITY COUNCILOR WARD 2	2	2	0	0.00%
1005	CITY COUNCILOR WARD 3	2	2	0	0.00%
1006	CITY COUNCILOR WARD 4	1	1	0	0.00%
1007	CITY COUNCILOR WARD 5	2	2	0	0.00%
Location: 4013 ADMINISTRATION		**3**	**3**	**0**	**0.00%**
1008	CITY MANAGER	1	1	0	0.00%
1435	PROJECT MANAGER	1	1	0	0.00%
1509	ASSISTANT CITY MANAGER	1	1	0	0.00%
Location: 4015 CITY CLERK		**4**	**4**	**0**	**0.00%**
1019	CITY CLERK	1	1	0	0.00%
1020	DEPUTY CITY CLERK	1	1	0	0.00%
1285	CITY CLERK OFFICE ASSISTANT	2	2	0	0.00%
Location: 4021 MUNICIPAL COURT		**8**	**8**	**0**	**0.00%**
1022	DEPUTY COURT CLERK	4	4	0	0.00%
1023	MUNICPAL JUDGE	1	1	0	0.00%
1024	BAILIFF	1	1	0	0.00%
1025	COMPLIANCE OFFICER	1	1	0	0.00%
1336	COURT ADMINISTRATOR	1	1	0	0.00%
Location: 4041 FINANCIAL ADMINISTRATION		**15**	**15**	**0**	**0.00%**
1037	PURCHASING TECHNICIAN	1	1	0	0.00%
1312	SENIOR ACCOUNTANT	1	1	0	0.00%
1414	CITY TREASURER	1	1	0	0.00%
1449	PAYROLL SPECIALIST	1	1	0	0.00%
1476	ASSISTANT FINANCE DIRECTOR	1	1	0	0.00%
1485	STAFF ACCOUNTANT	1	1	0	0.00%
1486	GRANT COORDINATOR	1	1	0	0.00%
1496	ACCOUNTS RECEIVABLE SPECIALIST	2	2	0	0.00%
1497	PAYROLL MANAGER	1	1	0	0.00%
1498	FIXED ASSET ACCOUNTANT	1	1	0	0.00%
1499	PROCUREMENT OFFICER	1	1	0	0.00%
1500	ACCOUNTS PAYABLE SPECIALIST	2	2	0	0.00%
1504	GRANT WRITER	1	1	0	0.00%
1523	BUDGET ANALYST	0	0	0	NaN
Location: 4051 LEGAL		**3**	**4**	**0**	**0.00%**
1339	PARALEGAL	1	1	0	0.00%
1455	CONTRACTS & CLAIMS ADMIN	1	1	0	0.00%

Employee Turnover

Period Start Date: 6/1/2026
Period End Date: 6/30/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
1506	ACTING CITY ATTORNEY	1	1	0	0.00%
1513	ASSISTANT CITY ATTORNEY	0	1	0	0.00%
Location: 4061 HUMAN RESOURCES		**9**	**9**	**0**	**0.00%**
1038	HR ADMINISTRATIVE ASSISTANT SR	1	1	0	0.00%
1041	DEPT MANAGER HUMAN RESOURCES	1	1	0	0.00%
1042	DEPARTMENT DIRECTOR H.R.	1	1	0	0.00%
1287	SAFETY COORDINATOR	1	1	0	0.00%
1443	TRAINING SPECIALIST CDL	1	1	0	0.00%
1447	EMPLOYEE/BENEFITS SUPERVISOR	1	1	0	0.00%
1451	HUMAN RESOURCES SPECIALIST	2	2	0	0.00%
1465	HR/SAFETY GENERALIST	1	1	0	0.00%
Location: 4071 FACILITIES MAINTENANCE		**10**	**10**	**0**	**0.00%**
1045	FACILITIES MAINT. SPECIALIST	5	5	0	0.00%
1046	FACILITIES MAINT. SPEC SR.	1	1	0	0.00%
1259	PROJECT AND FACILITY MANAGER	1	1	0	0.00%
1319	ADMIN. ASST. SENIOR FACILITIES	1	1	0	0.00%
1379	FAC. MAINTENANCE HVAC SPEC SR.	1	1	0	0.00%
1445	FAC. MAINT. LOCKSMITH TECH	1	1	0	0.00%
Location: 4111 POLICE DEPARTMENT		**116**	**113**	**4**	**3.49%**
1043	CUSTODIAN	1	1	0	0.00%
1049	OFFICE ASSISTANT POLICE	6	6	0	0.00%
1050	ADMIN. ASSISTANT SR. POLICE	3	3	0	0.00%
1053	POLICE SERV AIDE CAREER PATH	4	4	0	0.00%
1054	POLICE RECRUIT	6	4	3	60.00%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4595	VIGIL, FABIAN	1054103	POLICE RECRUIT	9/6/2024	6/2/2026
4841	ANGELL, TYLER	1054110	POLICE RECRUIT	2/6/2026	6/12/2026
4878	TERAN ISLAS, MIGUEL	1054112	POLICE RECRUIT	3/27/2026	6/8/2026

1055	POLICE OFFICER 1	27	27	0	0.00%
1056	POLICE OFFICER 2	19	18	1	5.41%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
3811	SILVAS, PATRICK	1054119	POLICE RECRUIT	5/10/2021	6/2/2026

1057	POLICE OFFICER 3	1	1	0	0.00%
1058	POLICE SERGEANT	11	11	0	0.00%
1059	POLICE LIEUTENANT	5	5	0	0.00%
1060	POLICE CAPTAIN	2	2	0	0.00%
1061	DETECTIVE	12	12	0	0.00%
1062	DEPUTY POLICE CHIEF	2	2	0	0.00%
1063	POLICE CHIEF	1	1	0	0.00%
1064	POLICE RECORDS SUPERVISOR	1	1	0	0.00%

Employee Turnover

Period Start Date: 6/1/2026
Period End Date: 6/30/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
1065	EVIDENCE PROPERTY CUSTODIAN	3	3	0	0.00%
1066	TSU CRIME SCENE TECHNICIAN	2	2	0	0.00%
1067	ADMIN. ASSISTANT POLICE	5	5	0	0.00%
1473	REALTIME CRIME CENTER OPERATOR	2	2	0	0.00%
1515	TECHNICAL SERVICE UNIT SENIOR	3	3	0	0.00%
Location: 4121 FIRE DEPARTMENT		**82**	**81**	**1**	**1.23%**
1068	ADMIN. ASSISTANT SR. FIRE	1	1	0	0.00%
1070	FIREFIGHTER RECRUIT	3	3	0	0.00%
1071	FIREFIGHTER 1	14	14	0	0.00%
1072	FIREFIGHTER 2	3	3	0	0.00%
1073	FIREFIGHTER 3	1	1	0	0.00%
1074	FIRE APPARATUS OPERATOR 1	9	9	0	0.00%
1075	FIRE APPARATUS OPERATOR 2	14	14	0	0.00%
1076	FIRE APPARATUS OPERATOR 3	1	1	0	0.00%
1077	FIRE LIEUTENANT 1	4	4	0	0.00%
1078	FIRE LIEUTENANT 2	11	11	0	0.00%
1079	FIRE LIEUTENANT 3	8	7	1	13.33%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
3187	GAMBOA, SANTOS	1079109	FIRE LIEUTENANT 3	11/13/2015	6/9/2026

1080	BATTALION CHIEF	3	3	0	0.00%
1081	DEPUTY FIRE CHIEF	2	2	0	0.00%
1082	FIRE CHIEF	1	1	0	0.00%
1083	DIVISION CHIEF	1	1	0	0.00%
1271	DEPUTY FIRE MARSHAL	3	3	0	0.00%
1281	FIREMARSHAL	1	1	0	0.00%
1308	DIVISION CHIEF - EMS	1	1	0	0.00%
1320	ARFF COORDINATOR	1	1	0	0.00%
Location: 4125 PUBLIC SAFETY		**33**	**32**	**2**	**6.15%**
1483	EMS CAPTAIN	1	1	0	0.00%
1493	EMT BASIC	10	9	1	10.53%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4935	JONES, PYPER	1493107	EMT BASIC	5/29/2026	6/8/2026

1494	EMT ADVANCED	8	9	0	0.00%
1495	EMT PARAMEDIC	7	6	1	15.38%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4942	BENTON, BRYCE	1495107	EMT PARAMEDIC	5/29/2026	6/6/2026

1510	EMT BASIC PT	1	1	0	0.00%
1517	EMS RECRUIT	3	3	0	0.00%
1524	EMS LIEUTENANT	3	3	0	0.00%

Employee Turnover

Period Start Date: 6/1/2026
Period End Date: 6/30/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
Location: 4131 PLANNING & ZONING		**5**	**5**	**0**	**0.00%**
1017	COMMUNITY DEVELOPMENT DIRECTOR	1	1	0	0.00%
1018	PLANNER SENIOR	1	1	0	0.00%
1260	COMMUNITY DEVELOPMENT PRP TECH	1	1	0	0.00%
1314	PLANNER II	1	1	0	0.00%
1344	CUSTOMER SERVICE SPECIALIST	1	1	0	0.00%
Location: 4135 ENGINEERING		**9**	**9**	**0**	**0.00%**
1158	CONSTRUCTION INSPECTOR	1	1	0	0.00%
1159	CONSTRUCTION INSPECTOR SR.	2	2	0	0.00%
1160	ENGINEERING TECHNICIAN	2	2	0	0.00%
1162	DIRECTOR OF ENGR. & INFRA.	1	1	0	0.00%
1192	ADMIN. ASST. SR. PUBLIC WORKS	1	1	0	0.00%
1306	ENGINEER SR	1	1	0	0.00%
1370	ENGINEERING CONSTRUCTION SUPER	1	1	0	0.00%
Location: 4151 CODE ENFORCEMENT		**10**	**10**	**0**	**0.00%**
1086	OFFICE ASST. CODE ENFORCEMENT	1	1	0	0.00%
1087	ADMIN ASST SR. CODE ENFORCEMEN	1	1	0	0.00%
1092	CODE ENFORCEMENT OFFICER	4	4	0	0.00%
1093	SUPERVISOR CODE ENFORCEMENT	1	1	0	0.00%
1376	BUILDING OFFICIAL	1	1	0	0.00%
1464	BUSINESS LICENSE CLERK	1	1	0	0.00%
1519	PLUMBING INSPECTOR	1	1	0	0.00%
Location: 4161 ANIMAL CONTROL		**12**	**12**	**0**	**0.00%**
1095	ANIMAL CONTROL OFFICER	5	5	0	0.00%
1097	KENNEL COORDINATOR	1	1	0	0.00%
1098	KENNEL WORKER	5	5	0	0.00%
1448	ANIMAL SERVICES MANAGER	1	1	0	0.00%
Location: 4181 C.E.P.		**1**	**1**	**0**	**0.00%**
1099	DEPT MGR EMERGENCY MGMT	1	1	0	0.00%
Location: 4192 COMMUNITY ENHANCEMENT		**1**	**1**	**0**	**0.00%**
1100	COMMUNITY IMPROVEMENT TECH.	1	1	0	0.00%
Location: 4211 LIBRARY		**21**	**21**	**0**	**0.00%**
1101	ADMIN. ASSISTANT LIBRARY	1	1	0	0.00%
1103	LIBRARY PAGE SENIOR	2	2	0	0.00%
1104	TECHNICIAL SERVICE ASSISTANT	1	1	0	0.00%
1105	LIBRARY ASSISTANT- CIRCULATION	2	2	0	0.00%
1107	REFERENCE ASSISTANT	1	1	0	0.00%
1109	LIBRARY CATALOGER	1	1	0	0.00%
1112	DEPARTMENT DIRECTOR LIBRARY	1	1	0	0.00%
1267	INTER LIBRARY L & R LIBRARIAN	1	1	0	0.00%

Employee Turnover

Period Start Date: 6/1/2026
Period End Date: 6/30/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
1354	YOUTH LIBRARIAN ASSISTANT	1	1	0	0.00%
1387	LIBRARY PAGE SENIOR PT	8	8	0	0.00%
1441	STEM INSTRUCTOR	1	1	0	0.00%
1474	HEAD OF CIRCULATION	1	1	0	0.00%
Location: 4221 MUSEUM		**3**	**3**	**0**	**0.00%**
1122	REGISTRAR MUSEUM	0	0	0	NaN
1123	CURATOR OF COLLECTIONS AND EXH	1	1	0	0.00%
1124	DEPARTMENT DIRECTOR MUSEUM	1	1	0	0.00%
1303	MUSEUM EDUCATOR	1	1	0	0.00%
Location: 4231 PARKS		**32**	**32**	**0**	**0.00%**
1043	CUSTODIAN	1	1	0	0.00%
1126	ADMIN. ASSISTANT SR. PARKS	1	1	0	0.00%
1127	LABORER PARKS	11	11	0	0.00%
1128	GROUNDS MAINT WORKER PARKS	9	9	0	0.00%
1129	GROUNDS MAINT WORKER SR PARKS	3	3	0	0.00%
1130	SUPERINTENDENT PARKS	1	1	0	0.00%
1151	DEPARTMENT DIRECTOR RECREATION	1	1	0	0.00%
1329	PARKS SUPERVISOR	1	1	0	0.00%
1419	PARKS LABORER TEMP	3	3	0	0.00%
1505	GROUNDS MAINTENANCE LEAD	1	1	0	0.00%
Location: 4232 ZOO		**5**	**5**	**0**	**0.00%**
1133	LABORER ZOO	1	1	0	0.00%
1134	ZOO KEEPER	1	1	0	0.00%
1135	GROUNDS MAINTENANCE WORKER ZOO	1	1	0	0.00%
1439	LEAD ZOO KEEPER	1	1	0	0.00%
1456	ZOO SUPERVISOR	1	1	0	0.00%
Location: 4233 GOLF		**18**	**18**	**0**	**0.00%**
1139	GROUNDS MAINT. WORKER GOLF	4	4	0	0.00%
1141	SUPERVISOR GOLF	1	1	0	0.00%
1142	SUPERINTENDENT GOLF	1	1	0	0.00%
1331	GOLF COURSE MANAGER	1	1	0	0.00%
1351	GOLF SHOP SUPERVISOR	1	1	0	0.00%
1352	OUTSIDE SRVS ATTENDANT GOLF	3	3	0	0.00%
1353	GOLF SHOP SR ATTENDANT	3	3	0	0.00%
1365	BEVERAGE CART ATTENDANT	2	2	0	0.00%
1431	GOLF SHOP LEAD SR ATTENDANT	1	1	0	0.00%
1475	GOLF LABORER TEMP	1	1	0	0.00%
Location: 4241 RECREATION		**31**	**33**	**0**	**0.00%**
1046	FACILITIES MAINT. SPEC SR.	1	1	0	0.00%
1143	OFFICE ASSISTANT RECREATION	1	1	0	0.00%

Employee Turnover

Period Start Date: 6/1/2026
Period End Date: 6/30/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
1145	RECREATION AIDE 2	2	2	0	0.00%
1146	RECREATION LEADER	1	1	0	0.00%
1148	SUPERVISOR RECREATION	1	1	0	0.00%
1150	RECREATION MANAGER	1	1	0	0.00%
1380	RECREATION AIDE 2 PT	1	1	0	0.00%
1412	RECREATION AIDE 1 PT	6	8	0	0.00%
1444	REC AID/LIFEGUARD TEMP	15	15	0	0.00%
1478	REC INSTRUCTOR-PART TIME	1	1	0	0.00%
1482	RECREATION LEADER SR	1	1	0	0.00%
Location: 4242 RECREATION AQUATIC POOL		**14**	**12**	**2**	**15.38%**
1383	LIFE GUARD 1 PT	11	9	2	20.00%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4815	PERRY, AUDREY	1383104	LIFE GUARD 1 PT	12/16/2025	6/23/2026
4883	CARRANZA, ODALIS	1383110	LIFE GUARD 1 PT	4/10/2026	6/2/2026

1426	HEAD LIFEGUARD PT	2	2	0	0.00%
1442	AQUATICS SPECIALIST	1	1	0	0.00%
Location: 4243 ADULT CENTER		**1**	**1**	**0**	**0.00%**
1146	RECREATION LEADER	1	1	0	0.00%
Location: 4252 CONVENTION CENTER		**3**	**3**	**0**	**0.00%**
1322	GENERAL FACILITIES & OPER. MGR	1	1	0	0.00%
1347	ACCOUNTING MANAGER	1	1	0	0.00%
1403	OPERATIONS & HOSPITALITY SPEC.	1	1	0	0.00%
Location: 4253 VISITOR CENTER		**4**	**4**	**0**	**0.00%**
1278	GUEST SERVICES ASSOCIATE VC	2	2	0	0.00%
1280	VISITOR CENTER STORE LEAD	1	1	0	0.00%
1300	GUEST SERVICES STORE SUPV	1	1	0	0.00%
Location: 4261 PUBLIC RELATIONS		**3**	**3**	**0**	**0.00%**
1155	PUBLIC INFORMATION OFFICER	1	1	0	0.00%
1247	GRAPHIC DESIGNER	1	1	0	0.00%
1457	SPECIAL EVENT SUPERVISOR	1	1	0	0.00%
Location: 4323 STREETS		**23**	**23**	**0**	**0.00%**
1167	MAINTENANCE WORKER STREETS	9	9	0	0.00%
1168	MAINTENANCE WORKER SR. STREETS	4	4	0	0.00%
1170	EQUIPMENT OPERATOR STREETS	4	4	0	0.00%
1171	EQUIPMENT OPERATOR SR. STREETS	3	3	0	0.00%
1172	SUPERVISOR STREETS	1	1	0	0.00%
1173	SUPERINTENDENT STREETS	1	1	0	0.00%
1378	ADMIN ASSISTANT SR SPEC STREET	1	1	0	0.00%
Location: 4325 SPECIAL ELECTRONICS		**3**	**3**	**0**	**0.00%**
1165	TRAFFIC SIGNAL TECHNICIAN	2	2	0	0.00%

Employee Turnover

Period Start Date: 6/1/2026
Period End Date: 6/30/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
1166	SPECIAL ELECTRONICS SUPVR.	1	1	0	0.00%
Location: 4331 AIRPORT - ADMINISTRATION		**8**	**8**	**0**	**0.00%**
1175	ADMIN. ASSISTANT SR. RIAC	1	1	0	0.00%
1177	AIR CENTER DEPUTY DIRECTOR	1	1	0	0.00%
1279	AIRPORT PROPERTY/CONTRACTS COR	1	1	0	0.00%
1434	AIRPORT CREDENTIALING SPC	1	1	0	0.00%
1479	ASST AIRPORT CRED SPECIALIST	1	1	0	0.00%
1487	RESTAURANT/BAR MANAGER	1	1	0	0.00%
1520	AIRPORT SECURITY MANAGER	1	1	0	0.00%
1521	DEPUTY AIRPORT SECURITY MGR	1	1	0	0.00%
Location: 4332 AIRPORT - OPERATIONS		**8**	**8**	**0**	**0.00%**
1178	FACILITIES MAINT SP. SR. RIAC	1	1	0	0.00%
1179	SUPERVISOR RIAC	1	1	0	0.00%
1180	MAINTENANCE WORKER RIAC	5	5	0	0.00%
1516	AIRPORT LABORER TEMP	1	1	0	0.00%
Location: 4341 SANITATION		**30**	**30**	**0**	**0.00%**
1183	SUPERVISOR SOLID WASTE	2	2	0	0.00%
1185	AUTOMATED COLLECTION OPERATOR	18	18	0	0.00%
1186	SOLID WASTE/FACILITY MANAGER	1	1	0	0.00%
1373	HEAVY-DUTY TECHNICIAN	4	4	0	0.00%
1374	LUBE TECHNICIAN	1	1	0	0.00%
1375	PARTS TECHNICIAN	1	1	0	0.00%
1477	SOLID WASTE ADMIN ANALYST	1	1	0	0.00%
1480	SOLID WASTE ADMIN ASSISTANT	1	1	0	0.00%
1484	EMERGENCY VEHICLE TECHNICIAN	1	1	0	0.00%
Location: 4342 LANDFILL		**9**	**9**	**0**	**0.00%**
1189	EQUIPMENT OPERATOR	4	4	0	0.00%
1191	SANITATION WORKER	2	2	0	0.00%
1330	ENVR COMPLIANCE SPECIALIST	1	1	0	0.00%
1458	SCALE HOUSE ATTENDANT	1	1	0	0.00%
1469	EQUIPMENT OPERATOR SR	1	1	0	0.00%
Location: 4352 WATER - CUSTOMER SERVICE		**15**	**15**	**0**	**0.00%**
1193	CUSTOMER SERVICE CLERK	7	7	0	0.00%
1195	UTILITIES BILLING SUPERVISOR	1	1	0	0.00%
1348	METER READER	5	5	0	0.00%
1460	UTILITIES BILLING MANAGER	1	1	0	0.00%
1481	METER READER SUPERVISOR	1	1	0	0.00%
Location: 4353 CENTRAL CONTROL		**10**	**10**	**0**	**0.00%**
1196	WATER PRODUCTION OPERATOR	5	5	0	0.00%

Employee Turnover

Period Start Date: 6/1/2026
Period End Date: 6/30/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
1269	DEPUTY SUPERINTENDENT	1	1	0	0.00%
1292	WATER PRODUCTION OPERATOR SR	1	1	0	0.00%
1489	ADMIN. WATER METER SPECIALIST	1	1	0	0.00%
1492	LEAD & COPPER TECHNICIAN TEMP	2	2	0	0.00%
Location: 4354 PUBLIC WORKS		**33**	**32**	**1**	**3.08%**
1201	ADMIN. ASSISTANT SR. WATER	1	1	0	0.00%
1202	WAREHOUSE WORKER	1	1	0	0.00%
1203	WAREHOUSE WORKER SR.	1	1	0	0.00%
1204	W & S MAINTENANCE WORKER II	2	2	0	0.00%
1205	MAINTENANCE WORKER SR. WATER	3	3	0	0.00%
1206	EQUIPMENT OPERATOR WATER	5	4	1	22.22%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4272	MENDEZ, MAYRA	1286104	W & S MAINTENANCE WORKER 1	4/14/2023	6/1/2026

1208	SUPERINTENDENT WATER	1	1	0	0.00%
1209	SUPERVISOR WATER	2	2	0	0.00%
1266	UTILITY DIRECTOR	1	1	0	0.00%
1276	UTILITY LOCATOR TECHNICIAN	1	1	0	0.00%
1286	W & S MAINTENANCE WORKER I	10	10	0	0.00%
1309	VALVE MAINTENANCE SPECIALIST	2	2	0	0.00%
1372	UTILITY CONSTR COORDINATOR	1	1	0	0.00%
1377	METER MAINTENANCE TECHNICIAN	1	1	0	0.00%
1501	SAFETY LIAISON	1	1	0	0.00%
Location: 4355 WWTP		**13**	**13**	**0**	**0.00%**
1211	ADMIN. ASSISTANT SR. WWTP	1	1	0	0.00%
1212	PRETREATMENT COORDINATOR WWTP	1	1	0	0.00%
1213	OPERATOR WWTP	5	5	0	0.00%
1214	OPERATOR SR. WWTP	1	1	0	0.00%
1215	SUPERVISOR WWTP	1	1	0	0.00%
1216	SUPERINTENDENT WWTP	1	1	0	0.00%
1283	WWTP ELECTRICIAN	1	1	0	0.00%
1311	MAINTENANCE WORKER WWTP	2	2	0	0.00%
Location: 4356 WWTP - SEWER MAINTENANCE		**5**	**5**	**0**	**0.00%**
1219	EQUIPMENT OPERATOR WWTP	3	3	0	0.00%
1454	EQUIPMENT OPERATOR SR. WWTP	2	2	0	0.00%
Location: 4358 WWTP - CITY LAB		**3**	**3**	**0**	**0.00%**
1221	LAB TECHNICIAN ASSISTANT WWTP	2	2	0	0.00%
1222	LABORATORY TECHNICIAN WWTP	1	1	0	0.00%
Location: 4411 CEMETERY		**10**	**10**	**1**	**10.00%**
1223	ADMIN. ASSISTANT CEMETERY	1	1	0	0.00%

Employee Turnover

Period Start Date: 6/1/2026
Period End Date: 6/30/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
1224	GROUNDS MAINT. WORKER CEMETERY	3	2	1	40.00%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4768	LOPEZ, FELIX	1224102	GROUNDS MAINT. WORKER CEMETERY	9/8/2025	6/5/2026

1225	GROUNDS MAINT. WORKER SR. CEM.	4	4	0	0.00%
1226	SUPERINTENDENT CEMETERY	1	1	0	0.00%
1324	CEMETERY SUPERVISOR	1	1	0	0.00%
1470	CEMETERY LABORER TEMP	0	1	0	0.00%
Location: 4511 PECOS TRAILS TRANSIT		**19**	**19**	**1**	**5.26%**
1043	CUSTODIAN	1	1	0	0.00%
1229	TRANSIT OPERATIONS SUPV II	1	1	0	0.00%
1231	VEHICLE OPERATOR TRANSIT	14	14	1	7.14%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4822	SHOUFELT, JUSTIN	1231119	VEHICLE OPERATOR TRANSIT	12/22/2025	6/11/2026

1232	TRANSIT DIRECTOR	1	1	0	0.00%
1265	TRANSIT MANAGER	1	1	0	0.00%
1315	TRANSIT OPERATIONS SUPV I	1	1	0	0.00%
Location: 4631 INFORMATION TECHNOLOGY		**4**	**4**	**0**	**0.00%**
1234	DEPARTMENT DIRECTOR IT	1	1	0	0.00%
1235	IT TECHNICIAN SR.	2	2	0	0.00%
1514	SYSTEM ADMINISTRATOR	1	1	0	0.00%
Location: 4656 CONSOLIDATED DISPATCH		**17**	**16**	**1**	**6.06%**
1236	EMERGENCY COMM. DISPATCHER	8	7	1	13.33%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4903	SPAULDING, ELLA	1236103	EMERGENCY COMM. DISPATCHER	5/15/2026	6/15/2026

1237	EMERGENCY COMM. SUPERVISOR	4	4	0	0.00%
1238	DEPARTMENT MANAGER DISPATCH	1	1	0	0.00%
1358	TERMINAL AGENCY COORDINATOR	1	1	0	0.00%
1437	EMERGENCY COMM. ADMIN ASST.	2	2	0	0.00%
1503	ASSISTANT DEPARTMENT MANAGER	1	1	0	0.00%

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 6.

Legal Committee
Meeting Date: 07/23/2026
COMMITTEE: Legal
CONTACT: C. Josh Nairn-Mahan **CHAIR:** Will Cavin

DEPARTMENT NAME:
Safety July Report

Attachments

Tally Report

JUNE 2026 Safety Report

Safety

ACCIDENT OR INCIDENT / 3RD PARTY		
DEPARTMENT	1-Jun	3rd PARTY
ADULT CENTER	0	0
AIR CENTER	1	0
ANIMAL SERVICES	2	0
AQUATIC CENTER	0	0
CEMETERY	0	0
CENTRAL CONTROL	1	1
CITY CLERK	0	0
CODE ENFORCEMENT	0	0
CONVENTION CENTER	0	0
DISPATCH	0	0
ENGINEERING	0	0
FACILITIES MAINTENANCE	0	0
FIRE DEPARTMENT	1	0
GOLF	0	0
HR/Safety	0	0
IT	0	0
LEGAL	0	0
LIBRARY	0	0
MUSEUM	0	0
PARKS	1	0
POLICE DEPARTMENT	2	1
PUBLIC AFFAIRS	0	0
REC CENTER	0	0
SPECIAL ELECTRONICS	0	0
SOLID WASTE	1	0
STREETS	1	0
TRANSIT	0	0
VISITORS CENTER	0	0
WATER	0	0
WWTP	0	0
ZOO	1	0
TOTAL	11	2

INCIDENT COMPARISONS				
MONTH	2026	2025	2024	2023
JANUARY	11	24	32	30
FEBRUARY	16	13	28	38
MARCH	19	17	20	36
APRIL	19	18	20	30
MAY	16	21	20	23
JUNE	**12**	23	22	21
JULY	0	18	15	27
AUGUST	0	30	18	41
SEPTEMBER	0	9	10	44
OCTOBER	0	19	17	31
NOVEMBER	0	**15**	14	21
DECEMBER	0	19	15	15
TOTAL	93	226	231	357

DEPARTMENT	PROPERTY	3rd Party
Animal Services	1	0
Solid Waste	1	0
TOTAL	2	0

DEPARTMENT	MVA	3rd Party
Animal Services	2	0
Parks	1	0
Police	1	0
TOTAL	4	0

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JUNE 2026 Safety Report

Safety

ACCIDENT / INCIDENT BY DEPARTMENTS YTD														
DEPARTMENT / MONTH	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD TOTALS	3rd Party
ADULT CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AIR CENTER	0	0	0	1	1	0	0	0	0	0	0	0	2	2
ANIMAL SERVICES	1	1	0	1	1	0	0	0	0	0	0	0	4	3
AQUATIC CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CEMETERY	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CENTRAL CONTROL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CITY CLERK	0	0	0	0	0	0	0	0	0	0	0	0	0	0
COMMUNITY DEVELOPMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CONVENTION CENTER	0	0	1	0	0	0	0	0	0	0	0	0	1	0
DISPATCH	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ENGINEERING	0	0	0	1	0	0	0	0	0	0	0	0	1	0
FACILITIES MAINTENANCE	0	0	1	0	0	0	0	0	0	0	0	0	1	0
FIRE DEPARTMENT	3	2	1	3	3	0	0	0	0	0	0	0	12	5
GOLF	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HR/SAFETY	0	0	0	0	0	0	0	0	0	0	0	0	0	0
IT	0	0	0	1	0	0	0	0	0	0	0	0	1	0
LEGAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LIBRARY	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MUSEUM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PARKS	0	0	0	2	2	0	0	0	0	0	0	0	4	1
POLICE DEPARTMENT	3	6	2	1	4	0	0	0	0	0	0	0	16	7
PUBLIC AFFAIRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
REC CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SPECIAL ELECTRONICS	0	2	0	1	0	0	0	0	0	0	0	0	3	3
SOLID WASTE	1	2	5	2	4	0	0	0	0	0	0	0	14	6
STREETS	0	1	1	0	1	0	0	0	0	0	0	0	3	2
TRANSIT/FLEET	2	2	3	4	0	0	0	0	0	0	0	0	11	4
VISITORS CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
WATER	0	0	4	2	0	0	0	0	0	0	0	0	6	1
WWTP	0	0	1	0	0	0	0	0	0	0	0	0	1	0
ZOO	1	0	0	0	0	0	0	0	0	0	0	0	1	0
TOTALS	11	16	19	19	16	0	0	0	0	0	0	0	81	34

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JUNE 2026 Safety Report

Safety

DEPARTMENT	INJ./ILL	First Aid Only	OSHA Recordable
Air Center	1	1	0
Police	3	3	0
Zoo	1	0	1
TOTAL	**5**	**4**	**1**

INJURY/DAMAGE	DESCRIPTION	3RD PARTY
Finger	laceration	No
Head & Neck	Strain	Yes
Neck/Back	Strain	Yes
Back	Strain	Yes
Foot/Ankle	Fracture	No

JANUARY 2026 - DECEMBER 2026 TRAINING		
MONTH/YEAR	Total Training HOURS	EMPLOYEE #S
JANUARY	1199	74
FEBRUARY	1592	183
MARCH	825	162
APRIL	184.5	44
MAY	805	93
JUNE	89	31
JULY	0	0
AUGUST	0	0
SEPTEMBER	0	0
OCTOBER	0	0
NOVEMBER	0	0
DECEMBER	0	0
YTD TOTALS	**4,695**	**587**

JANUARY 2026 - DECEMBER 2026 TRAINING	
MONTH/YEAR	TOTAL AMOUNT
Jan-2026	$0.00
Feb-2026	$0.00
Mar-2026	$360.00
Apr-2026	$0.00
May-2026	$0.00
Jun-2026	$96,925.00
Jul-2026	$0.00
Aug-2026	$0.00
Sep-2026	$0.00
Oct-2026	$0.00
Nov-2026	$0.00
Dec-2026	$0.00
YTD TOTAL	**$97,285.00**

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Legal Committee

Meeting Date: 07/23/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan **CHAIR:** Will Cavin

ACTION REQUESTED:

Consider recommending approval to advertise for a public hearing for Ordinance 26-08: An Ordinance to amend fines and penalties throughout City of Roswell's Code of Ordinances. (Cavin)

BACKGROUND:

Initiated by: Will Cavin

From time to time, various issues arise that need to be changed within some City Ordinances. This Ordinance seeks to increase penalties for certain criminal or traffic infractions, align City Code with State Law provisions, and correct various errors and omissions that have inadvertently been included in previous versions of the Ordinances.
In part, the need for some of these changes to the penalty assessments is in response to HB 139, which eliminated court fees. The increase in these penalty assessments seeks to correct that unfunded mandate.

FINANCIAL CONSIDERATION:

See Fiscal Impact below.
Elimination of court fees caused revenue for the courts to drop and this would seek to restore some or all of that missing revenue.

LEGAL REVIEW:

The City Attorney drafted this Ordinance.

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval 5-0 at its meeting on May 28, 2026. The Public Safety Committee recommended approval 4-0 on June 16, 2026. City Council recommended to return to Legal Committee with unanimous approval.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Original Penalty Assessments
Ordinance 26-08 Roswell Code of Ordinances 24-2 Amend Fines and Penalties 07.23.26 Legal Committee

Sec. 24-2. - Same—Amendments to penalty assessments.

(a) *Penalty assessment established.*

(1) As used in the New Mexico Uniform Traffic Ordinance adopted by reference by the city, penalty assessment misdemeanor means violation of any of the following listed sections of the New Mexico Uniform Traffic Ordinance, for which the listed penalty assessment is established:

Common Name of Offense	Section Violated	Penalty Assessment
Pedestrian Control Signals	12-5-7	$25.00
Flashing signals	12-5-8	25.00
Display of unauthorized signs, signals or markings	12-5-10	25.00
Speed regulations	12-6-1	
Up to and including ten miles an hour over speed limit		25.00
From 11 up to and including 15 miles an hour over speed limit		35.00
From 16 up to and including 20 miles an hour over speed limit		75.00
From 21 up to and including 25 miles over speed limit		150.00
From 26 up to and including 30 miles an hour over speed limit		250.00
From 31 up to and including 35 miles over speed limit		350.00

Common Name of Offense	Section Violated	Penalty Assessment
More than 36 miles per hour		450.00
Minimum speed regulations	12-6-1.5	25.00
Overtaking a vehicle on the left	12-6-2.3	15.00
Limitations on overtaking on the left	12-6-2.4	15.00
No passing zones and restrictions on passing	12-6-2.7	25.00
Following too closely	12-6-2.13	30.00
Driving on divided streets	12-6-2.14	25.00
Vehicle approaching or entering intersection	12-6-4.1	25.00
Vehicles turning left at intersection	12-6-4.2	25.00
Vehicle entering stop or yield intersection	12-6-4.3	25.00
Limitations on turning around	12-6-5.5	15.00
Starting parked vehicle	12-6-5.7	15.00
Turning and stopping movements and required signals	12-6-5.8	25.00
Stopping, standing and parking	12-6-6	25.00
Special stops required	12-6-7	25.00
Stopping for school bus	12-6-7.3	100.00
Careless driving	12-6-12.4	75.00

Common Name of Offense	Section Violated	Penalty Assessment
Operators and chauffeurs must be licensed	12-6-12.5	50.00
Limitations on backing	12-6-12.9	25.00
Restriction on use of video in motor vehicles	12-6-12.11	25.00
Coasting Prohibited	12-6-12.12	25.00
Animals on street	12-6-13.10	25.00
Driving on mountain streets	12-6-13.11	25.00
Child not in restraint device or safety belt	12-6-13.12	50.00
Unfastened safety belt	12-6-13.13	30.00
Possession or consumption of alcoholic beverages in open containers, first offense	12-6-13.14	50.00
Destructive or injurious material on roadway	12-6-13.5	125.00
Littering	12-6-13.15	300.00
Pedestrian violation	12-6-14	15.00
Pedestrian right of way in crosswalks	12-6-14.2	25.00
Pedestrians to use right half of sidewalks	12-6-14.3	25.00
Crossing at other than crosswalks	12-6-14.4	25.00
Pedestrians on streets	12-6-14.5	25.00
Drivers to exercise due care	12-6-14.8	25.00

Common Name of Offense	Section Violated	Penalty Assessment	
Prohibited acts	12-10-1.1	25.00	
When lighted lamps are required	12-10-1.3	25.00	
Headlamps on vehicles	12-10-1.5	25.00	
Dimming of lights	12-10-1.6	20.00	
Tail lamps	12-10-1.7	25.00	
Vehicles to be equipped with reflectors	12-10-1.8	25.00	
Mufflers, prevention of noise	12.1-1.1-	20.00	
Lamp or flag on projecting load	12-10-1.11	20.00	
Display of current valid registration plate	12-10-4	25.00	
Evidence of registration to be signed and exhibited on demand	12-10-5	20.00	
Unlawful riding	12-6-13.2	100.00	
Boarding or alighting from vehicle	12-6-13.7	15.00	
School zone	12-6-1.2	35.00	
			plus 5.00 every mile over

Common Name of Offense	Section Violated	Penalty Assessment
Stop lamps, signal lamps, and signal devices	12-10-1.9	15.00
Turning and stopping movements and required signals	12-6-5.8	20.00
Windshield to be unobstructed	12-10-1.12	25.00
Basic rule	12-6-1.1	25.00
Emerging from alley, private	12-6-7.1	20.00
Lights and their application vehicle red light	12-5-6c	30.00
Window tint	12-10-1.12	40.00
Permitting unauthorized person to drive	12-6-12.23	40.00
Avoid traffic control device	12-5-3	50.00
Racing on street/exhibition driving	12-6-12.19	100.00
Driving on streets laned for traffic	12-6-2.12	$50.00

ORDINANCE 26-08

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 24 OF THE ROSWELL CITY CODE RELATING TO FINES AND PENALTIES ASSESSMENTS

WHEREAS, Chapter 24 of the Roswell City code governs traffic within City limits; and

WHEREAS, the City of Roswell's penalty assessments for traffic offenses were not amended following the State of New Mexico eliminating court fees throughout the state; and

WHEREAS, the City Council intends hereby to update and clarify certain sections of Chapter 24 relating to Uniform Traffic Ordinance as adopted in an effort to encourage responsible and safe driving within the City limits.

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

SECTION 1. **S**ection 24-2 of the Roswell Code is amended as follows:

Sec. 24-2. Same—Amendments to penalty assessments.

(a) *Penalty assessment established.*

(1) As used in the New Mexico Uniform Traffic Ordinance adopted by reference by The city, penalty assessment misdemeanors means violation of any of the following listed section of the New Mexico Uniform Traffic Ordinance, for which the listed penalty assessment is established:

Common Name of Offense	Section Violated	Penalty Assessment
Pedestrian Control Signals	12-5-7	$50.00
Flashing signals	12-5-8	$50.00
Display of unauthorized signs, signals or markings	12-5-10	$50.00
Speed regulations	12-6-1	
Up to and including ten miles an hour over speed limit		$50.00
From 11 up to and including 15 miles an hour over speed limit		$75.00
From 16 up to and including 20 miles an hour over speed limit		$100.00
From 21 up to and including 25 miles over speed limit		$250.00
From 26 up to and including 30 miles an hour over speed limit		$375.00
From 31 up to and including 35 miles over speed limit		$450.00
More than 36 miles per hour		$500.00
Minimum speed regulations	12-6-1.5	$35.00
Overtaking a vehicle on the left	12-6-2.3	$50.00
Limitations on overtaking on the left	12-6-2.4	$50.00

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No passing zones and restrictions on passing	12-6-2.7	$50.00
Following too closely	12-6-2.13	$75.00
Driving on divided streets	12-6-2.14	$50.00
Vehicle approaching or entering intersection	12-6-4.1	$50.00
Vehicles turning left at intersection	12-6-4.2	$50.00
Vehicle entering stop or yield intersection	12-6-4.3	$50.00
Limitations on turning around	12-6-5.5	$35.00
Starting parked vehicle	12-6-5.7	$35.00
Turning and stopping movements and required signals	12-6-5.8	$50.00
Stopping, standing and parking	12-6-6	$50.00
Special stops required	12-6-7	$75.00
Stopping for school bus	12-6-7.3	$250.00
Careless driving	12-6-12.4	$125.00
Operators and chauffeurs must be licensed	12-6-12.5	$150.00
Limitations on backing	12-6-12.9	$75.00
Restriction on use of video in motor vehicles	12-6-12.11	$75.00
Coasting Prohibited	12-6-12.12	$50.00
Animals on street	12-6-13.10	$75.00
Driving on mountain streets	12-6-13.11	$50.00
Child not in restraint device or safety belt	12-6-13.12	$125.00
Unfastened safety belt	12-6-13.13	$75.00
Possession or consumption of alcoholic beverages in open containers, first offense	12-6-13.14	$100.00
Destructive or injurious material on roadway	12-6-13.5	$125.00
Littering	12-6-13.15	$300.00
Pedestrian violation	12-6-14	$35.00
Pedestrian right of way in crosswalks	12-6-14.2	$50.00
Pedestrians to use right half of sidewalks	12-6-14.3	$35.00
Crossing at other than crosswalks	12-6-14.4	$50.00
Pedestrians on streets	12-6-14.5	$50.00
Drivers to exercise due care	12-6-14.8	$50.00
Prohibited acts	12-10-1.1	$50.00
When lighted lamps are required	12-10-1.3	$50.00
Headlamps on vehicles	12-10-1.5	$75.00
Dimming of lights	12-10-1.6	$50.00
Tail lamps	12-10-1.7	$50.00
Vehicles to be equipped with reflectors	12-10-1.8	$50.00
Mufflers, prevention of noise	12.1-1.1-	$75.00
Lamp or flag on projecting load	12-10-1.11	$75.00

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Display of current valid registration plate	12-10-4	$75.00
Evidence of registration to be signed and exhibited on demand	12-10-5	$50.00
Unlawful riding	12-6-13.2	$100.00
Boarding or alighting from vehicle	12-6-13.7	$50.00
School zone	12-6-1.2	$150.00
Plus $10.00 every mile over the limit; not to exceed		$500.00
Stop lamps, signal lamps, and signal devices	12-10-1.9	$75.00
Turning and stopping movements and required signals	12-6-5.8	$50.00
Windshield to be unobstructed	12-10-1.12	$75.00
Basic rule	12-6-1.1	$50.00
Emerging from alley, private	12-6-7.1	$50.00
Lights and their application vehicle red light	12-5-6c	$75.00
Window tint	12-10-1.12	$75.00
Permitting unauthorized person to drive	12-6-12.23	$150.00
Avoid traffic control device	12-5-3	$75.00
Racing on street/exhibition driving	12-6-12.19	$500.00
Driving on streets laned for traffic	12-6-2.12	$75.00

SECTION 2. Section 24-8 is hereby amended as follows:

Sec. 24-8. ~~Reserved~~ 12-6-12.3 Reckless Driving.

A. Nothing in the Uniform Traffic Ordinance withstanding, any person who drives any vehicle carelessly or heedlessly in willful or wanton disregard of the rights or safety of others and without due caution and circumspection and at a speed or in a manner so as to endanger or be likely to endanger any person or property is guilty of reckless driving.

B. Every person convicted of reckless driving shall be punished:

(1) Upon a first conviction by imprisonment for not less than five days nor more than thirty days.

(2) On a second or subsequent conviction by imprisonment for not less than thirty days nor more than sixty days.

(3) In addition to any other penalties imposed pursuant to the provisions of this section, when a person is convicted pursuant to the provisions of this section, the motor vehicle the person was driving shall be immobilized by an immobilization device for thirty days, unless immobilization of the

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motor vehicle poses an imminent danger to the health, safety or employment of the convicted person's immediate family or the family of the owner of the motor vehicle. The convicted person shall bear the cost of immobilizing the motor vehicle.

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

SECTION 4. If any section, paragraph, clause or provision of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

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

PASSED, ADOPTED, SIGNED AND APPROVED _____, 2026.

_____
Timothy Z. Jennings, Mayor

CITY SEAL

ATTEST

_____
Amalia Martinez, City Clerk

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Legal Committee

Meeting Date: 07/23/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan **CHAIR:** Will Cavin

ACTION REQUESTED:

Consider recommending for approval to advertise for a public hearing for Ordinance 26-XX authorizing to adopt a local economic development act local option Gross Tax Receipts.

BACKGROUND:

Initiated by: Councilor Cavin

New Mexico communities have the legal authority to provide public support for economic development through the Local Economic Development Act (LEDA), but most lack the capacity to do so consistently. LEDA provides a local option gross receipts tax (LEDA LOGRT), the revenue of which, upon voter approval, municipalities and counties dedicate to public support for qualifying entities furthering or implementing economic development plans and projects. Municipalities may adopt a LEDA LOGRT increment of up to one-fourth percent (1/4%, or 0.25%).

"Public support" includes the provision of: ÇLand, buildings or other infrastructure ÇNew broadband infrastructure that does not serve a public facility ÇPublic-works improvements essential to the location or expansion of a qualifying entity (THINK SITE READINESS) ÇDirect loans or grants for land, buildings or infrastructure ÇTechnical assistance to cultural facilities Ç Loan guarantees securing the cost of land, buildings or infrastructure ÇGrants for public-works infrastructure improvements essential to the location or expansion of a qualifying entity (THINK SITE READINESS) ÇGrants or subsidies to cultural facilities ÇLand for a publicly held industrial park (THINK SITE READINESS) ÇLand for a publicly owned cultural facility Ç Construction of a building for use by a qualifying entity

"Qualifying entities" are: • Those that manufacture, process or assemble manufactured products or agricultural products • Commercial enterprises for storing, warehousing, distributing or selling products of agriculture, mining or industry • Restaurants and lodgers • Indian nations, tribes or pueblos or federally chartered tribal corporations • Telecommunications sales enterprises • Facilities for farmers' markets • Metropolitan redevelopment project developers • Cultural facilities • Retail businesses o in municipalities with populations of 15,000 or less; or o in municipalities with populations of more than 15,000 if the project does not receive state backing; or o in a county's unincorporated

FINANCIAL CONSIDERATION:

If implemented, this GRT would raise approximately $4,500,000.00 based on FY 26 receipts.

LEGAL REVIEW:

The City Attorney has reviewed this item.

BOARD AND COMMITTEE ACTION:

Legal Committee will be the first to consider this item.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Ordinance 26-XX LEDA GRT

ORDINANCE 26-XX

ADOPTING A LOCAL ECONOMIC DEVELOPMENT ACT LOCAL OPTION GROSS RECEIPTS TAX

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

Section 1. Imposition of Tax. There is imposed on any person engaging in business in this municipality, for the privilege of engaging in business in this municipality, an excise tax equal to one-fourth of one percent (0.25%) of the gross receipts reported or required to be reported by the person pursuant to the New Mexico Gross Receipts and Compensating Tax Act as it now exists or as it may be amended. The tax imposed under this ordinance is pursuant to the Municipal Local Option Gross Receipts and Compensating Taxes Act and the Local Economic Development Act as they now exist or as they may be amended and shall be known as the "Local Economic Development Act local option gross receipts tax."

Section 2. General Provisions. This ordinance hereby adopts by reference all definitions, exemptions and deductions contained in the Gross Receipts and Compensating Tax Act as it now exists or as it may be amended.

Section 3. Specific Exemptions. No Local Economic Development Act local option gross receipts tax shall be imposed on the gross receipts arising from: A. transporting persons or property for hire by railroad, motor vehicle, air transportation or any other means from one point within the municipality to another point outside the municipality; B. a business located outside the boundaries of a municipality on land owned by that municipality for which a state gross receipts tax distribution is made pursuant to Subsection C of Section 7-1-6.4 NMSA 1978; or C. direct broadcast satellite services.

Section 4. Dedication. Revenue from the Local Economic Development Act local option gross receipts tax will be used for the purposes below: A. Economic development plans and projects as defined in the Local Economic Development Act or projects as defined in the Statewide Economic Development Finance Act, provided:

1) arts and cultural districts created pursuant to the Arts and Cultural District Act are a qualifying purpose;

2) cultural facilities are a qualifying entity; and

3) retail businesses are a qualifying entity.

Section 5. Effective Date. The effective date of the Local Economic Development Act local option gross receipts tax shall be July 1, following the election whose results are certified to be in favor of the ordinance's adoption and the adopted ordinance is delivered or mailed to the Taxation and Revenue Department.

PASSED, ADOPTED, SIGNED and APPROVED _____, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

Legal Committee

Meeting Date: 07/23/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan **CHAIR:** Will Cavin

ACTION REQUESTED:

Consider recommending approval of Resolution 26-XX: A Resolution to put a one-fourth of one percent local economic development act local option Gross Receipts Tax on the November 3, 2026 ballot.

BACKGROUND:

Initiated by: Councilor Cavin

New Mexico communities have the legal authority to provide public support for economic development through the Local Economic Development Act (LEDA), but most lack the capacity to do so consistently. LEDA provides a local option gross receipts tax (LEDA LOGRT), the revenue of which, upon voter approval, municipalities and counties dedicate to public support for qualifying entities furthering or implementing economic development plans and projects. Municipalities may adopt a LEDA LOGRT increment of up to one-fourth percent (1/4%, or 0.25%).

"Public support" includes the provision of: ÇLand, buildings or other infrastructure ÇNew broadband infrastructure that does not serve a public facility ÇPublic-works improvements essential to the location or expansion of a qualifying entity (THINK SITE READINESS) ÇDirect loans or grants for land, buildings or infrastructure ÇTechnical assistance to cultural facilities Ç Loan guarantees securing the cost of land, buildings or infrastructure ÇGrants for public-works infrastructure improvements essential to the location or expansion of a qualifying entity (THINK SITE READINESS) ÇGrants or subsidies to cultural facilities ÇLand for a publicly held industrial park (THINK SITE READINESS) ÇLand for a publicly owned cultural facility Ç Construction of a building for use by a qualifying entity

"Qualifying entities" are: ÇThose that manufacture, process or assemble manufactured products or agricultural products Ç Commercial enterprises for storing, warehousing, distributing or selling products of agriculture, mining or industry Ç Restaurants and lodgers ÇIndian nations, tribes or pueblos or federally chartered tribal corporations ÇTelecommunications sales enterprises ÇFacilities for farmersömarkets ÇMetropolitan redevelopment project developers ÇCultural facilities Ç Retail businesses o in municipalities with populations of 15,000 or less; or o in municipalities with populations of more than 15,000 if the project does not receive state backing; or o in a countyös unincorporated area

FINANCIAL CONSIDERATION:

If implemented, this GRT would raise approximately $4,500,000.00 based on FY 26 receipts.

LEGAL REVIEW:

The City Attorney has reviewed this item.

BOARD AND COMMITTEE ACTION:

Legal Committee will be the first to consider this item.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

LEDA GRT Resolution

RESOLUTION 26-XX

A RESOLUTION PLACING THE QUESTION ON THE NOVEMBER 3, 2026, BALLOT OF WHETHER THE CITY OF ROSWELL SHALL ESTABLISH A ONE-FOURTH OF ONE PERCENT LOCAL ECONOMIC DEVELOPMENT ACT LOCAL OPTION GROSS RECEIPTS TAX, WITH THE REVENUE BEING DEDICATED TO FURTHERING OR IMPLEMENTING ECONOMIC DEVELOPMENT PLANS AND PROJECTS

WHEREAS, the governing body of the City of Roswell, is duly elected to represent and address the needs of its residents; and

WHEREAS, a goal of the governing body is to sustain and enhance economic activity throughout the County through public and private efforts; and

WHEREAS, among the findings of the Local Economic Development Act (LEDA), Chapter 5 Article 10 NMSA 1978, the New Mexico Legislature found it is difficult for municipalities in the state to attract and retain businesses capable of enhancing the local and state economy without the resources necessary to compete with other states and their locales; and

WHEREAS, the purpose of LEDA is to allow public support of economic development to foster, promote and enhance local economic development efforts while continuing to protect against the unauthorized use of public money and other public resources; and

WHEREAS, LEDA allows municipalities to establish by ordinance a local option gross receipts tax (LOGRT), the revenue of which shall be dedicated to furthering or implementing economic development plans and projects; and

WHEREAS, the tax, called “LEDA LOGRT,” shall be effective only by the referendum of the majority of City voters voting on the question approving the ordinance; and

WHEREAS, LEDA LOGRT, if established, shall be paid by any person engaging in business in the City, for the privilege of engaging in business in the City, at a rate equal to one-fourth of one percent (0.25%, or 25 cents per $100 of taxable gross receipts); and

WHEREAS, in accordance with LEDA, "public support" includes the provision of:

• Land, buildings or other infrastructure

• New broadband infrastructure that does not serve a public facility

• Public-works improvements essential to the location or expansion of a qualifying entity

• Direct loans or grants for land, buildings or infrastructure

• Technical assistance to cultural facilities

• Loan guarantees securing the cost of land, buildings or infrastructure

• Grants for public-works infrastructure improvements essential to the location or expansion of a qualifying entity

• Grants or subsidies to cultural facilities

• Land for a publicly held industrial park

• Land for a publicly owned cultural facility

• Construction of a building for use by a qualifying entity; and

WHEREAS, pursuant to LEDA, "qualifying entities" include:

• Those that manufacture, process or assemble manufactured products or agricultural products

• Commercial enterprises for storing, warehousing, distributing or selling products of agriculture
• Restaurants and lodgers

• Facilities for farmers' markets

• Metropolitan redevelopment projects

• Cultural facilities

• Retail businesses; and

WHEREAS, as per LEDA, no more than 10 percent of the revenue collected through LEDA LOGRT shall be used for promotion and administration of or professional services contracts related to the implementation of an economic development plan adopted by the Board of Trustees;

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

The Roswell Governing Body, to submit the following ballot question to the Chaves County Clerk, as required by New Mexico Election Code Subsection B of Section 1-16-3, for registered qualified electors of the City on the November 3, 2026, General Election Ballot:

> *Shall the City of Roswell impose a one-fourth of one percent (0.25%, or 25 cents per $100 of taxable gross receipts) Local Economic Development Act local option gross receipts tax, with the revenue being dedicated to furthering or implementing economic development plans and projects, among which arts and cultural districts, cultural facilities and retail businesses would be qualifying uses?*

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

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____

Amalia Martinez, City Clerk

Legal Committee

Meeting Date: 07/23/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan **CHAIR:** Will Cavin

ACTION REQUESTED:

Resolution 26-XX: consider recommending adoption of Resolution 26-XX shall require the removal or demolition of two (2) dilapidated structures. (Toby Franco)

BACKGROUND:

Initiated by: Toby Franco These structures constitute a public nuisance harmful to the public health, safety and general welfare.

FINANCIAL CONSIDERATION:

Resolution and notice will be served to owners requiring action within fifteen (15) days. Demolition by the City will proceed if no action is taken and a lien will be placed on the property for costs ranging from $3,000 to $30,000 for each property for removal.

LEGAL REVIEW:

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

BOARD AND COMMITTEE ACTION:

This is to be reviewed by the Legal Committee at their meeting on July 23, 2026.

STAFF RECOMMENDATION:

Resolution 26-XX: consider recommending adoption of Resolution 26-XX shall require the removal or demolition of two (2) dilapidated structures.

Attachments

ATT 1 Resolution 26-XX Condemnations
ATT 2 Resolution 26-XX Condemnations

CITY OF ROSWELL
RESOLUTION 26-XX

A RESOLUTION REQUIRING THE REMOVAL AND/OR DEMOLITION OF CERTAIN DAMAGED AND DILAPIDATED BUILDINGS, STRUCTURES OR PREMISES; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL; PRESCRIBING THE PROCEDURE INCIDENT TO SUCH REMOVAL AND/OR DEMOLITION AND DECLARING CERTAIN PROPERTY TO BE IN SUCH STATE OF DISREPAIR, DAMAGE AND DILAPIDATION AS TO CONSTITUTE A DANGEROUS BUILDING AND A PUBLIC NUISANCE PREJUDICIAL TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, it is the opinion of the City Council of the City of Roswell, New Mexico, that those certain buildings or structures upon the premises located as follows and purportedly owned of record, or occupied by the parties hereinafter named, are and have become in such state of disrepair, damage and dilapidation as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law, by reason of the condition or conditions set forth in Exhibit "A".

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

1. That the buildings or structures set forth in Exhibit "A" are declared to be in such state of disrepair, damage and dilapidation as to constitute a dangerous building within the purview of Roswell Municipal code section 16-12, as well as being a public nuisance prejudicial to the public health, safety and general welfare. That such dangerous buildings or structures set forth, if any, cannot reasonably be repaired so that they will no longer exist in violation of the terms of the ordinance.

2. The owners, occupants, if any, or agent in charge of said premises be, and they hereby are ordered and required to remove such dangerous buildings, or structures within a reasonable time thereafter not to exceed fifteen (15) days from the receipt of notice by certified mail or from date of publication of this resolution as hereinafter provided, and as the case may be. In the event such removal be not commenced by such owner, occupant or agent, or written objection thereto be filed with the City Clerk within ten (10) days after service of a copy of this resolution by certified mail or by publication, requesting a hearing, then and in such event, the City Manager is hereby authorized and directed to cause such dangerous buildings or structures to be removed at the sole cost and expense of the owner, owners or other parties having an interest in said properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel or land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens. Alternatively, the City Manager may act pursuant to Article 3-18-5 (G) (NMSA, 1978), and cause the dangerous buildings or structures to be removed and give title to them or their components to the removing person or persons.

3. In the event the owner or other interested party aggrieved shall file his protest within the time herein provided, requesting a hearing, on the matter, the City Council shall fix a date for hearing, at which time said Protestants shall be entitled to be heard in person, by agent or attorney, and the City Council shall consider evidence whether or not its previous action should be enforced or rescinded. If it shall be determined that the removal order should be enforced, and the owner(s) shall fail or neglect to comply with said decision of the City Council, they shall have a right of appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within the (10) days after the date of the City Council decision, together with his petition for court review duly filed with the Clerk of the Court within thirty (30) days of the date of the decision complained of.

4. Upon the adoption of this resolution, it shall be the duty of the City Building Inspector to notify the owner, occupant or agent in charge of such building or structure of the adoption of this resolution by serving a copy thereof upon him by certified mail, return receipt requested; and in the event such owner, occupant or agent cannot be found or served within said City as herein above provided, such notice may be served by posting a copy of said resolution upon the premises complained of, followed by legal publication of said resolution one time in a newspaper of general circulation within the city.

ADOPTED, SIGNED AND APPROVED 13th day of August 2026.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

Location	Condition	Name
1112 N ATKINSON AVE S 33 T 10S R 24E NE4NE4 N 51' S 326.9' W 110' E 150'	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	MARQUES, SATERO MARQUES, BEATRICE 1112 N ATKINSON AVE ROSWELL, NM 88201
1114 N ATKINSON AVE S 33 T 10S R 24E NE4NE4 W 103.8' E 133.8' N 53' S 379.9'	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	MC CLAIN, BABE MC CLAIN, DENA 1114 N ATKINSON AVE ROSWELL, NM 88201

1112 N ATKINSON AVE

1114 N ATKINSON AVE

Legal Committee

Meeting Date: 07/23/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan **CHAIR:** Will Cavin

ACTION REQUESTED:

Consider recommending approval of Resolution 26-XX; the Keep Roswell Beautiful Resolution (Nairn-Mahan)

BACKGROUND:

Initiated by:
Tommi Jo Conyers

The Keep Roswell Beautiful Board was established to support community beautification, litter prevention, environmental education, and related volunteer initiatives within the City of Roswell with the help of the New Mexico Tourism Department's NM Clean and Beautiful Grant. Over time, operational responsibilities and community programs previously associated with the board have transitioned to city departments, organizations, and community partners.

At this time, staff is recommending dissolution of the Keep Roswell Beautiful Board due to limited board activity, evolving operational needs, high administrative volume, and organizational restructuring efforts. In recent years, the administrative requirements associated with maintaining the board and managing related grant initiatives have increased significantly. Due to these administrative demands and staffing considerations, the City did not apply for the New Mexico Clean and Beautiful Grant for the Fiscal Year 2027 funding cycle.

The proposed dissolution would streamline oversight responsibilities while allowing beautification and community engagement initiatives to continue through existing City departments and community partnerships.

This agenda item is being presented to the Legal Committee for discussion and consideration regarding the formal dissolution process and any necessary ordinance or resolution amendments associated with the board’s termination.

FINANCIAL CONSIDERATION:

None

LEGAL REVIEW:

The City Attorney has reviewed the Resolution being presented.

BOARD AND COMMITTEE ACTION:

This Resolution was presented at the May 28, 2026 Legal Committee Meeting and tabled to the June 25, 2026 Legal Committee Meeting.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

KRB Draft Resolution 26-XX

RESOLUTION 26-XX

A RESOLUTION FOR THE DISOLUTION OF THE KEEP ROSWELL BEAUTIFUL COMMUNITY BOARD

WHEREAS, the City Council, as the local governing body of the City of Roswell, New Mexico ("City"), previously adopted Resolution 20-27 creating the Keep Roswell Beautiful Community Board; and

WHEREAS, Resolution 20-27 established the Keep Roswell Beautiful Community Board as an advisory board to make recommendations concerning programs, initiatives, events, grant projects, beautification, litter control, recycling, and related community improvement efforts; and

WHEREAS, the Keep Roswell Beautiful program remains an important public service and community improvement function of the City; and

WHEREAS, the City has determined that the administration, coordination, and implementation of Keep Roswell Beautiful programs, events, initiatives, grant activities, and related projects can be more effectively managed through City staff, departmental coordination, community partnerships, volunteer participation, and direct oversight by the City Manager or designee; and

WHEREAS, the dissolution of the Keep Roswell Beautiful Community Board does not dissolve or discontinue the Keep Roswell Beautiful program, nor does it limit the City's ability to continue beautification, litter control, recycling, public outreach, grant-funded activities, volunteer coordination, or community improvement efforts; and

WHEREAS, the City Council finds that it is in the best interest of the City to dissolve the Keep Roswell Beautiful Community Board and repeal Resolution 20-27 to the extent necessary to eliminate the Board.

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

SECTION 11 **Dissolution of the Keep Roswell Beautiful Community Board.**
The Keep Roswell Beautiful Community Board created by Resolution 20-27 is hereby dissolved.

SECTION 12 **Repeal of Prior Resolution.**
Resolution 20-27, titled "A Resolution for the Creation of the Keep Roswell Beautiful Community Board," is hereby repealed in its entirety to the extent it created, authorized, or governed the Keep Roswell Beautiful Community Board.

SECTION 13 **Continuation of Keep Roswell Beautiful Program.**
The Keep Roswell Beautiful program may continue as a City program under the direction and oversight of the City Manager or the City Manager's designee. The City may continue to administer programs, events, initiatives, grants, volunteer efforts, beautification projects, litter

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control programs, recycling activities, public education, and related community improvement efforts associated with Keep Roswell Beautiful.

SECTION 14 **Transfer of Administrative Functions.**
Any administrative duties, records, project coordination, grant-related responsibilities, volunteer coordination, event planning, reporting, and related functions previously associated with the Keep Roswell Beautiful Community Board shall be handled by City staff as assigned by the City Manager or designee.

SECTION 15 **Records and Minutes**
All official records, approved minutes, documents, recommendations, and materials of the Keep Roswell Beautiful Community Board shall remain City records and shall be maintained in accordance with applicable City recordkeeping requirements and state law.

SECTION 16 **No Effect on Volunteers or Community Partnerships.**
Nothing in this Resolution shall prevent the City from working with volunteers, community organizations, schools, businesses, governmental entities, nonprofit organizations, or other partners to support Keep Roswell Beautiful activities or related community improvement efforts.

SECTION 17 **No Effect on Existing Grants or Program Obligations.**
Nothing in this Resolution shall be interpreted to terminate or impair any existing grant, funding agreement, program obligation, reporting requirement, or contractual obligation associated with the Keep Roswell Beautiful program. Such obligations shall continue to be administered by the City through the appropriate department or City staff.

SECTION 18 **Effective Date**
This Resolution shall become effective immediately upon passage, adoption, signature, and approval.

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

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

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Legal Committee

Meeting Date: 07/23/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan **CHAIR:** Will Cavin

ACTION REQUESTED:

Consider recommending approval to advertise for a public hearing for Ordinance 26-XX: An Ordinance to amend Chapter 2 of the Administrative Code related to City Council compensation structure. (Arnold)

BACKGROUND:

Initiated by:
Councilor Arnold

The Committee will consider a proposed adjustment to the compensation structure for the City Council, aimed at ensuring that councilor pay remains aligned with the responsibilities, time commitments, and standards associated with municipal governance. The discussion will include an overview of current compensation levels, fiscal impacts, and the rationale for adopting an updated pay framework to support effective recruitment, retention, and service to the community.

FINANCIAL CONSIDERATION:

See Fiscal Impact below.
TBD

LEGAL REVIEW:

City Attorney has reviewed this item.

BOARD AND COMMITTEE ACTION:

Legal Committee will be the first to consider this item.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Ordinance 26-XX

ORDINANCE 26-XX

AN ORDINANCE AMENDING CHAPTER 2 OF THE ROSWELL CITY CODE RELATED TO ELECTED OFFICER SALARIES

WHEREAS, Chapter 2 of the Roswell City Code regulates administrative matters internal to the City; and

WHEREAS, NMSA 1978, §3-10-3 provides that the compensation for members of the Governing Body shall be set by ordinance; and

WHEREAS, Ordinance 24-08 (June 13, 2024) provides for salaries for members of the Governing Body, and

WHEREAS, the Governing Body now finds it desirable and beneficial to amend the compensation for the Mayor and the Councilors with the goal of expanding the possibility of public service to wider array of candidates and in recognition of the time commitment involved in effectively representing constituents.

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

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

Chapter 2 - ADMINISTRATION

ARTICLE I. – GOVERNING BODY

DIVISION 1. - GENERALLY

Sec. 2-22 Compensation for Mayor and Councilors

(a) The Mayor of the City of Roswell shall be paid the amount of the annual compensation paid to a member of the Board of County Commissioners of Chaves County, New Mexico, less mandatory deductions including but not limited to FICA, federal withholding tax and any other voluntary deductions such as insurance.

(b) The Mayor Pro-Tem shall be paid the amount of one half (75%) the annual compensation paid to a member of the Board of County Commissioners of Chaves County, New Mexico, less mandatory deductions including but not limited to FICA, federal withholding tax and any other voluntary deductions such as insurance.

(c) All other members of the governing body shall be be paid the amount of one quarter (60%) the annual compensation paid to a member of the Board of County Commissioners of Chaves County, New Mexico, less mandatory deductions including but not limited to FICA, federal withholding tax and any other voluntary deductions such as insurance.

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(d) In addition to the above compensation, the above elected officials shall receive benefits provided by the city to other employees including, but not limited to, the employer's share of social security and public employee's retirement contributions.

Cite: Ord. 24-08

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

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

SECTION 4. This ordinance shall be effective following its publication as required by law on January 1, 2028 with respect City Councilors elected January 1, 2024 and January 1, 2030 with respect to City Councilors and the Mayor elected January 1, 2026.

PASSED, ADOPTED, SIGNED and APPROVED _____.

_____
Timothy Z. Jennings, Mayor

CITY SEAL

ATTEST

_____
Amalia Martinez, City Clerk

DRAFT

Legal Committee

Meeting Date: 07/23/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan **CHAIR:** Will Cavin

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 ($49,263.21). 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:

City Attorney has reviewed the purchase-sale agreement.

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
Land Lease Draft

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

Quote

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

Quote is good for 30 days. Contracts after thiis time period are subject to updated pricing based on current costs.
NM Contractor Lic # 355960

Subtotal	$45,500.00
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, Latter 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 Hanger 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 Hanger 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

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)

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,

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.

IDENTIFICATION OF PROPERTY APPRAISED

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.

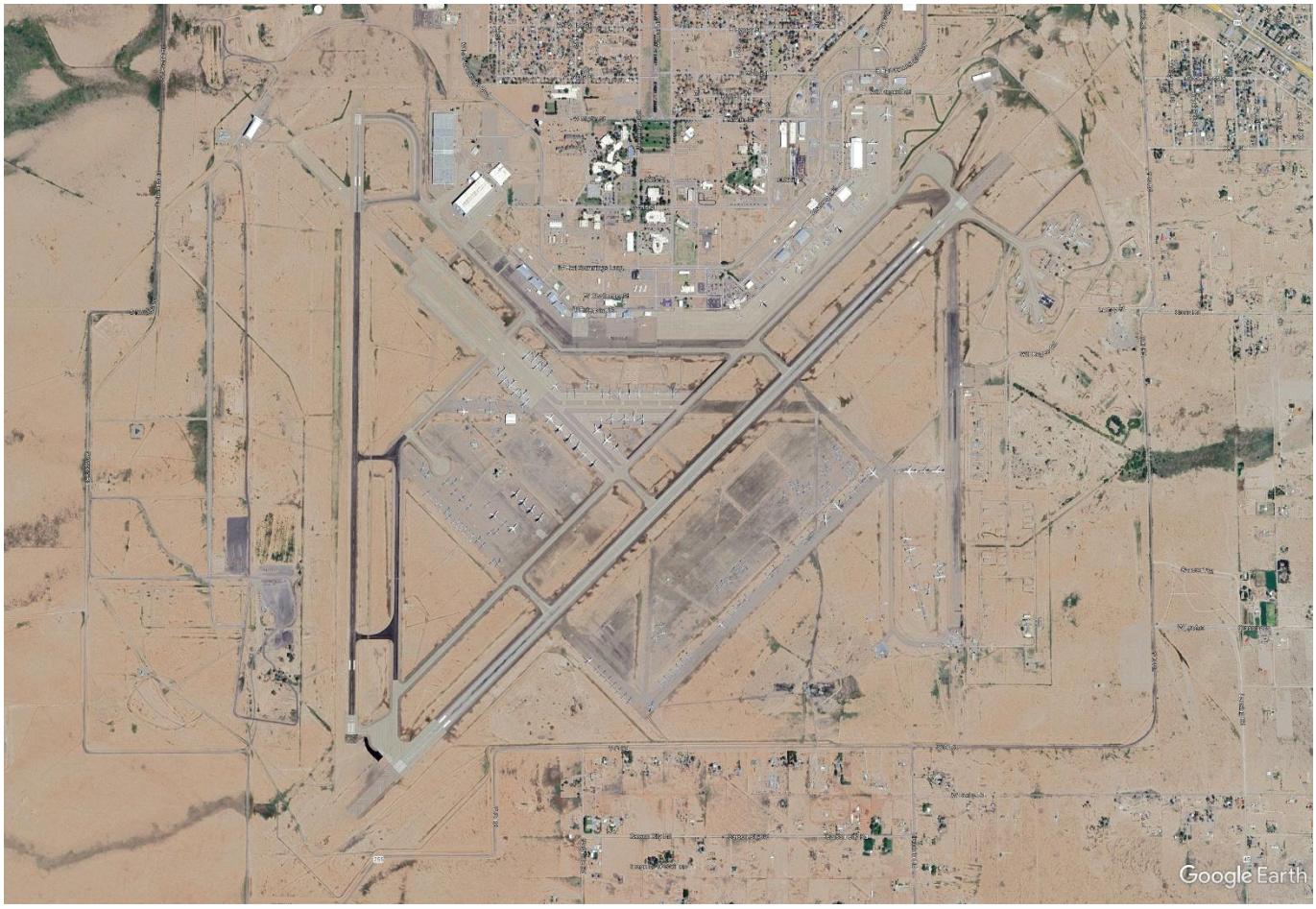
Roswell, New Mexico is the county seat of Chaves County, which lies in the southeast quadrant of the State. The 2024 population was 46,670 making it the fifth-most populous city in New Mexico. It is home to the New Mexico Military Institute, as well as the location of an Eastern New Mexico University 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.

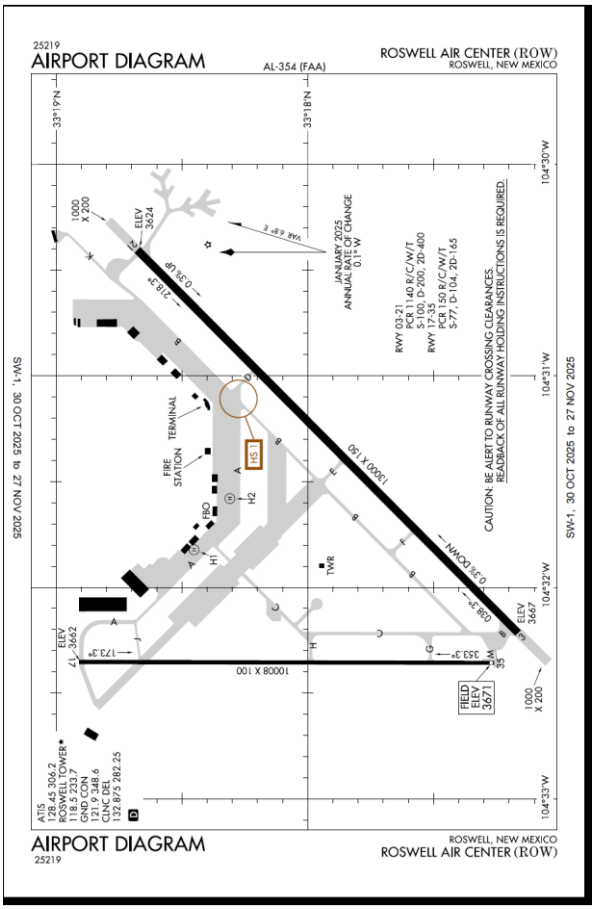
ROSWELL AIR CENTER

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 processed 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

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

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

ROSWELL

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 your 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 PROPERTY USE AND LAND LEASE AGREEMENT

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

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

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

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

ARTICLE 1 – GRANTING CLAUSE AND LEASED PREMISES.

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

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

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

ARTICLE 2 – TERM

2.01 Lessee shall commence leasing of the Leased Premises effective on August 1, 2026, for 30 years and shall terminate on July 31, 2056. This shall 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 annually 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, reduction or setoff of any kind except as herein specifically provided.

ARTICLE 4 – SECURITY DEPOSIT OR BOND

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

ARTICLE 5 – CONDITION OF LEASED PREMISES

Lessee has inspected the Leased Premises and accepts Leased Premises in its present condition "as is". Lessee acknowledges that any requirements for accessibility and/or public accommodation(s) are Lessee’s responsibility. The Parties recognize and acknowledge the no environment 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 the sole and exclusive purpose of: personal aircraft storage. 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. Landlord shall not unilaterally revoke Tenant's right to conduct Special Events or require Tenant to cease such activities unless required by the Federal Aviation Administration (FAA) or another applicable governmental or regulatory authority due to a regulatory, safety, compliance, or operational issue, as determined by such authority. In such event, Landlord and Tenant shall cooperate in good faith to address the issue and maintain compliance with all applicable regulations.

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. 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. Further, the Lessee shall maintain throughout the term of this Lease in good condition and repair, all nonstructural components of any improvements placed on the Leased Premises, including without limitation, the exterior, windows, glass, landscaping, driveways, parking areas, fences, doors, signage, and lighting, ordinary wear and tear excepted, and all personal property of the Lessee situated in or on the Leased Premises. Lessee will keep the Leased Premises and any improvements thereon clean and free from debris in accordance with Roswell Air Center's (RAC) Minimum Standards and RAC Rules and Regulations.

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

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

a. Without limiting the foregoing, if Lessee or its agents, employees, invitees, or contractors should in any manner, leak, discharge, spill or release hazardous materials, including but not limited to fuel, oil, petroleum products, cleaning solvents, degreasers, deicing chemicals, or other fluids upon the Leased Premises, Lessee and its agents, or contractors shall be strictly liable to City, jointly legally and financially responsible and will incur direct liability pursuant to all applicable environmental laws.

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

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

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

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

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

ARTICLE 8 – LIEN

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

ARTICLE 9 – PERSONAL PROPERTY

All personal property and fixtures of Lessee in or on the Leased Premises shall be kept at the sole risk of Lessee, and City shall not be liable for any damage thereto or to Leased Premises or to Lessee for interruption of business or otherwise. Lessee hereby waives all causes or rights of recovery against City, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Leased Premises or to consequential loss arising therefrom caused by fire or other casualty, 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 as personal aircraft storage. 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 this Lease, may at any time apply to relinquish the Lease to City and be relieved of further obligations under the lease, provided, however, such relinquishment shall not be valid or effective until approved in writing by City. Lessee must file an application to relinquish the Lease at least 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 22 hereof to permit such assignment. Any lease assignment without lease amendment shall be null and void. City may condition such lease amendment upon an increase in the rent amount and the modification or addition of other Lease provisions.

ARTICLE 13 – SUBLEASE

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

ARTICLE 14 – COLLATERAL ASSIGNMENT

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

ARTICLE 15 – WAIVER

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

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

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

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

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

ARTICLE 17 – LIABILITY; INDEMNIFICATION; INSURANCE.

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

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

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

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

A. General Liability Insurance

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

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

B. Property Coverage

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

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

(1) Contractual liability

(2) Bodily Injury and Property Damage liability

(3) Premises operations

(4) Personal injury

(5) Advertising injury

(6) Fire legal liability

(7) Medical expense

(8) Independent contractor/consultants/subcontractor/consultants

(9) Products – completed operations

(10) Pollution Liability

(11) Additional insured endorsement (primary& non-contributing in favor of City)

(12) Waiver of subrogation in favor of City

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

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

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

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

Article 18.USE OF THE PREMISES. Security Responsibilities of Tenant, Tenant Employees, and Other Persons.

a. No person may:
    i. Tamper, interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper, interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.

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

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

b. Security Badges

i. Airport ID Badge

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

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

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

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

d. 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 personal 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. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the leased premises or contaminated the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including:
    i. Environmental claims.
    ii. Environmental expenses, including, without limitation, the handling, investigation, treatment, storage, decontamination, remediation, removal, transport, or disposal of such hazardous materials.
    iii. Liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

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 opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

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

ARTICLE 19 – DEFAULT AND CANCELLATION

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

ARTICLE 20 – DAMAGE OR DESTRUCTION OF LEASED PREMISES

In the event the 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
99 Will Rogers
Roswell, NM 88203

ARTICLE 29 – RULES OF CONSTRUCTION

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

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

ARTICLE 30 – CALCULATION OF TIME

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

ARTICLE 31 – STATUS OF CITY

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

ARTICLE 32 – ENTIRE AGREEMENT AND AMENDMENT

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

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

For City

_____

By: Hessel Yntema, City Manager

For Lessee:

_____
By: Jerry Whitaker, Manager

Attest:

_____
Amalia Martinez, City Clerk

Approved as to Form:

_____
Christopher J. Nairn-Mahan, City Attorney